



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

**Item No. 13.1.9**  
**North West Community Council**  
**November 15, 2016**

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

Original Signed

**SUBMITTED BY:**

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

**DATE:** October 31, 2016

**SUBJECT:** **Case 20501: Development Agreement for Senior Citizen Housing, 15  
Brenda Drive, Hammonds Plains**

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**ORIGIN**

Application by Shelley Dickey Land Use Planning

**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 of this report, for senior citizen housing for seven residents at 15 Brenda Drive, Hammonds Plains, 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 of this report; 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, which is later; otherwise this approval will be void and obligations arising hereunder shall be at an end.

## **BACKGROUND**

Shelley Dickey Land Use Planning is applying on behalf of the property owners, Krzysztof Ganski and Mariola Ganska, for a development agreement for a senior citizen residence at 15 Brenda Drive in Hammonds Plains.

<b>Subject Site</b>	15 Brenda Drive in the Kingswood Subdivision, Hammonds Plains
<b>Location</b>	Corner of Brenda Drive and Vrege Court in Kingswood Subdivision
<b>Regional Plan Designation</b>	Rural Commuter
<b>Community Plan Designation (Map 1)</b>	Residential under the Beaver Bank, Hammonds Plains and Upper Sackville Municipal Planning Strategy (MPS)
<b>Zoning (Map 2)</b>	Single Unit Dwelling (R-1) under the Beaver Bank, Hammonds Plains and Upper Sackville Land Use By-law (LUB)
<b>Size of Site</b>	0.46 Hectare (1.14 Acres)
<b>Street Frontage</b>	76.2 metres (250 feet)
<b>Current Land Use(s)</b>	Single Unit Dwelling
<b>Surrounding Use(s)</b>	Adjacent properties are exclusively single unit dwellings, and Kingswood Elementary School is nearby.

### **Proposal Details**

The applicant wishes to enter into a development agreement to permit senior citizen housing to accommodate 7 residents within the existing dwelling at 15 Brenda Drive. In addition to the residential accommodation space, the proposal would also enable supporting housekeeping and personal care services with provision to lodge a maximum of 2 overnight staff. The existing building has a main floor kitchen, dining room and sitting room, with five bedrooms. There is a bathroom off each bedroom and one full washroom with bathing facilities on the main floor. The upper floor contains a staff bedroom, office, and two more bedrooms. Meals, laundry service and housekeeping services are provided to residents by up to 2 staff members.

### **History of Building Use**

The building was constructed as a single unit dwelling in the 1990's as part of the Kingswood Subdivision. Through the issuance of the necessary municipal permits, an addition to the dwelling to accommodate several bedrooms and a common living space was completed in 2002. The authorized permits indicate the use of the building to be a single unit dwelling. Recently, staff became aware that the dwelling was being used as senior citizen housing. As this type of use is not permitted within the applied R-1 (Single Unit Dwelling) Zone, a municipal compliance case was opened. The compliance process resulted in an order being issued in the spring of 2016 requiring the senior citizen housing use to cease and the use of the building to be reverted to the authorized single unit dwelling. The order was complied with and the use as senior housing has since ceased.

### **Enabling Policy and LUB Context**

The zoning of the property is R-1 (Single Unit Dwelling). The R-1 Zone limits land uses to single unit dwellings, existing two unit and mobile dwellings, day cares for a maximum of seven children and offices in a permitted dwelling, bed and breakfasts and open space uses. The zoning requirements notwithstanding, as these uses serve a community need, policies P-39 and P-137 of the MPS and section 3.6 of the LUB enable Community Council to consider senior citizen housing by development agreement. To ensure that the design, scale, layout and maintenance of such facilities is compatible with surrounding lower density neighbourhoods, Policy P-39 requires consideration be given to a number of factors. A more detailed evaluation of the proposal against the complete set of policy criteria is included in Attachment B.

## **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 letters mailed to property owners within the notification area. Three respondents contacted staff through the community engagement process. Their comments include the following:

- concerns for the sufficiency of the proposed parking and the potential for spill-over parking on Brenda Drive; and
- concern for the precedent that the proposal might set, and that the proposed use may become more prevalent in the community.

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 local residents and property owners and nearby business 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 B 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 change of use may occur. The proposed development agreement addresses the following matters:

- Compatibility of the proposed use with the nearby uses;
- Sufficiency of the parking area; and
- Control of the use.

The attached development agreement will permit senior citizen housing for 7 residents and overnight provision for up to 2 staff persons, subject to the controls identified in the agreement. Of the matters addressed by the proposed development agreement to satisfy the MPS criteria as shown in Attachment B, the following have been identified for detailed discussion:

#### **Compatibility and Buffering**

The building was originally built as a single unit dwelling and its exterior finishes are similar to the surrounding neighbourhood. The scale and bulk of the building meets the requirements of the R-1 Zone and the development agreement does not allow any additions to the building, excepting those without a roof structure such as at-grade patio space. This will ensure the scale and bulk of the building is in keeping with the surrounding residential neighbourhood. The property has significant wooded areas between the building and the two immediate abutting properties. The wooded area serves as a visual buffer and is required to be retained as shown on the site plan appended to the development agreement.

#### **Parking**

The parking standards of the LUB for the proposed use require a total of 4 off-street spaces. A total of 6 spaces can be accommodated on-site. Staff have reviewed the proposed parking, and have determined that it is sufficient for the intended use.

### Control of the Use

The use of the subject site is senior citizen housing, which is defined in the LUB as "...housing designed for occupation by senior citizens". While there are no standard criteria specified in either the MPS or LUB by which to evaluate whether a building is designed for occupation by senior citizens, staff advise that a reasonable application of this requirement would result in a building design that is barrier free and also contains provision for amenities that would cater to the needs of senior citizens. As such, the building has been modified to be accessible; it includes ramps at exterior entrances, level grade access at the driveway and parking areas, and an interior stair lift for access to the second floor. There are flush door transitions and lowered switches, raised outlets, a common shower and bathing room with grip bars and a shower seat. The home is equipped with fire and security alarms and there is to be 24 hour supervision with a personal alarm monitor provided for each resident. To limit the scale of the proposal to what has been requested, the agreement restricts sleeping accommodations to 7 residents and 2 overnight staff members. According to the agreement, services delivered to the residents may include laundry, meal-planning and preparation, transportation to appointments and outings, housekeeping and limited personal care services.

The agreement does not allow the building to be used as a residential care facility, which is specifically defined in the LUB as an institutional type of use which requires provincial licensing under the *Homes for Special Care Act*. The use of the building as a residential care facility would signal a change in building occupancy classification from current residential status and would require the application of specific building code requirements for care or detention occupancies. To be clear on this restriction and to guard against a change in the type of occupancy classification, the development agreement limits the extent of sleeping accommodations to be provided and requires that all occupants be ambulatory.

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

On June 1, 2016, the North West Planning Advisory Committee (PAC) recommended that the application be approved. In response to concerns raised by the PAC, the development agreement limits the number of residents and 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 use is compatible with the surrounding neighbourhood and the appropriate use controls are ensured through the development agreement. Therefore, staff recommend that the North West Community Council approve the proposed development agreement as contained in Attachment A.

### **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 2016/2017 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 MPS Policies

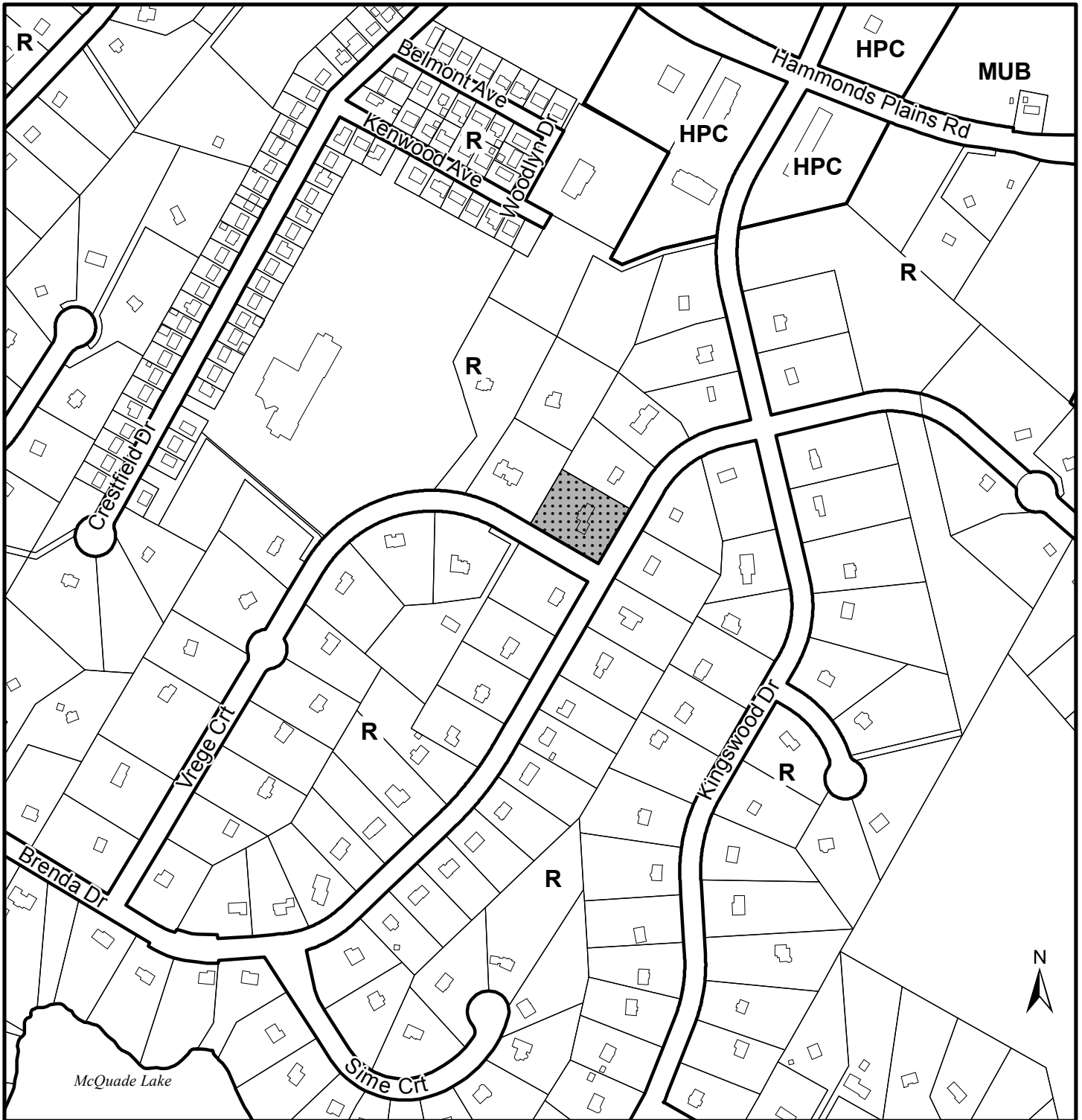
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A copy of this report can be obtained online at <http://www.halifax.ca/commcoun/index.php> then choose the appropriate Community Council and meeting date, or by contacting the Office of the Municipal Clerk at 902.490.4210, or Fax 902.490.4208.

Report Prepared by: Erin MacIntyre, Principal Planner, 902.490.6704

Original Signed


Report Approved by: \_\_\_\_\_  
Kelly Denty, Manager, Current Planning, 902.490.4800



**Map 1 - Generalized Future Land Use**

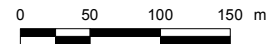
15 Brenda Drive  
Hammonds Plains

**HALIFAX**

 Subject Property

**Designation**

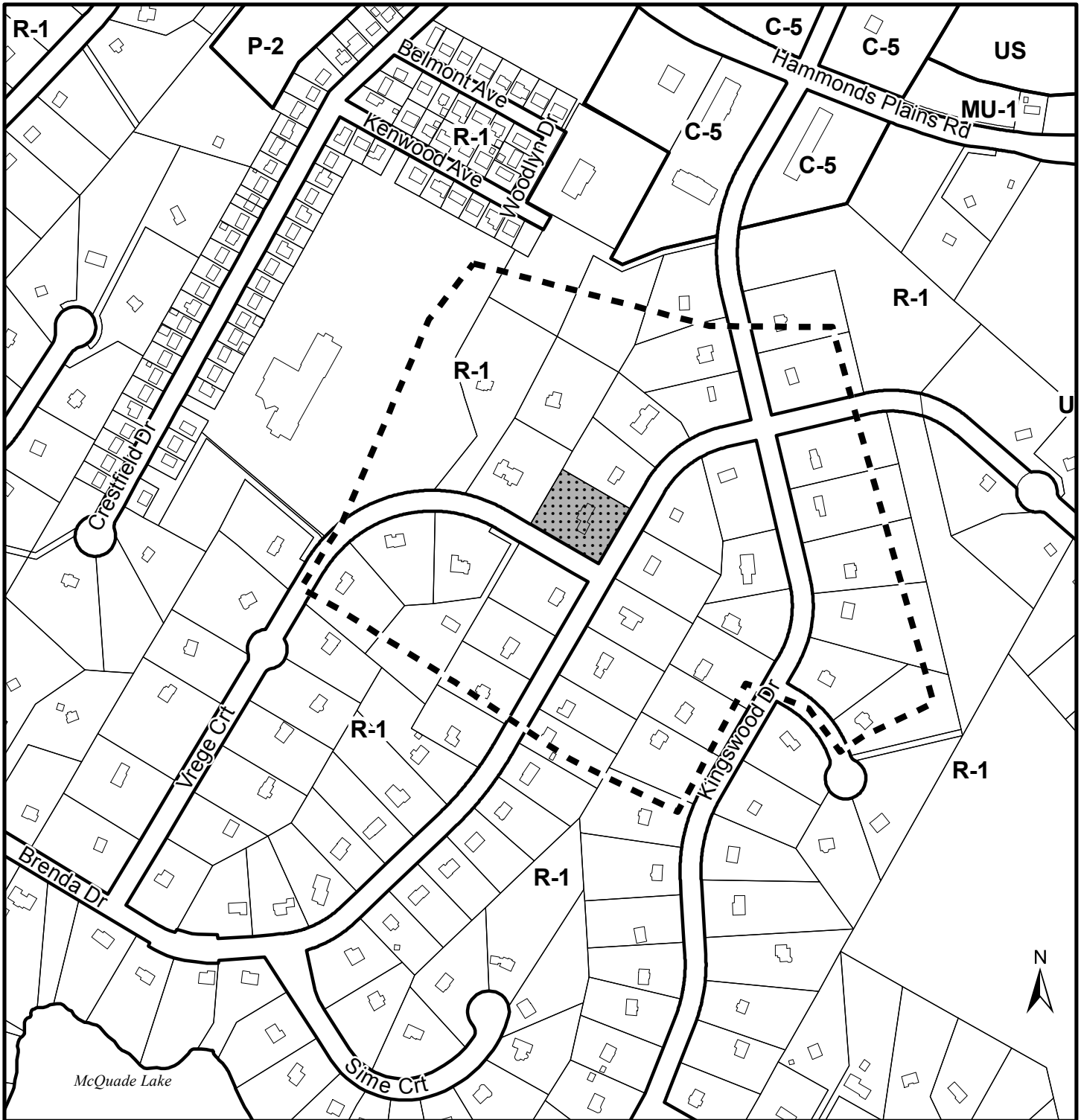
- R Residential
- MUB Mixed Use B
- HPC Hammonds Plains Commercial



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.


Beaver Bank, Hammonds Plains and Upper Sackville Plan Area



## Map 2 - Zoning and Notification

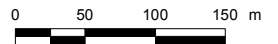
15 Brenda Drive  
Hammonds Plains


**HALIFAX**

 Subject Property

### Zone

- R-1 Single Unit Dwelling
- C-5 Hammonds Plains Commercial
- MU-1 Mixed Use 1
- US Urban Settlement
- P-2 Community Facility



 Area of Notification

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

Beaver Bank, Hammonds Plains and Upper Sackville Land Use By-Law Area

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

## Case 20501: Attachment A

THIS AGREEMENT made this      day of **[Insert Month]**, 201\_\_\_,

BETWEEN:

**[INSERT NAME OF REGISTERED PROPERTY OWNER(S)]**

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

OF THE FIRST PART

- and -

**HALIFAX REGIONAL MUNICIPALITY**

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

OF THE SECOND PART

WHEREAS the Developer is the registered owner of certain lands located at 15 Brenda Drive, Hammonds Plains and which said lands are more particularly described in Schedule A hereto (hereinafter called the "Lands");

AND WHEREAS the Developer has requested that the Municipality enter into a Development Agreement to allow for a senior citizen housing for seven residents on the Lands pursuant to the provisions of the *Halifax Regional Municipality Charter* and pursuant to Policies P-39 and P-137 of the Beaver Bank, Hammonds Plains and Upper Sackville Municipal Planning Strategy and Section 3.6(a) of the Beaver Bank, Hammonds Plains and Upper Sackville 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 20501;

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



## **PART 1: GENERAL REQUIREMENTS AND ADMINISTRATION**

### **1.1 Applicability of Agreement**

The Developer agrees that the Lands shall be developed and used only in accordance with and subject to the terms and conditions of this Agreement.

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

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 Beaver Bank, Hammonds Plains and Upper Sackville and the Regional Subdivision By-law, as may be amended from time to time.

### **1.3 Applicability of Other By-laws, Statutes and Regulations**

1.3.1 Further to Section 1.2, nothing in this Agreement shall exempt or be taken to exempt the Developer, lot owner or any other person from complying with the requirements of any by-law of the Municipality applicable to the Lands (other than the Land Use By-law to the extent varied by this Agreement), or any statute or regulation of the Provincial/Federal Government and the Developer or Lot Owner agree(s) to observe and comply with all such laws, by-laws and regulations, as may be amended from time to time, in connection with the development and use of the Lands.

1.3.2 The Developer shall be responsible for securing all applicable approvals associated with the on-site and off-site servicing systems required to accommodate the development, including but not limited to sanitary sewer system, water supply system, stormwater sewer and drainage system, and utilities. Such approvals shall be obtained in accordance with all applicable by-laws, standards, policies, and regulations of the Municipality and other approval agencies. All costs associated with the supply and installation of all servicing systems and utilities shall be the responsibility of the Developer. All design drawings and information shall be certified by a Professional Engineer or appropriate professional as required by this Agreement or other approval agencies.

### **1.4 Conflict**

1.4.1 Where the provisions of this Agreement conflict with those of any by-law of the Municipality applicable to the Lands (other than the Land Use By-law to the extent varied by this Agreement) or any provincial or federal statute or regulation, the higher or more stringent requirements shall prevail.

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

### **1.5 Costs, Expenses, Liabilities and Obligations**

The Developer shall be responsible for all costs, expenses, liabilities and obligations imposed under or incurred in order to satisfy the terms of this Agreement and all Federal, Provincial and Municipal laws, by-laws, regulations and codes applicable to the Lands.

## **1.6 Provisions Severable**

The provisions of this Agreement are severable from one another and the invalidity or unenforceability of one provision shall not affect the validity or enforceability of any other provision.

## **PART 2: USE OF LANDS, SUBDIVISION AND DEVELOPMENT PROVISIONS**

### **2.1 Schedules**

The Developer shall develop the Lands in a manner, which, in the opinion of the Development Officer, conforms with the following Schedules attached to this Agreement and filed in the Halifax Regional Municipality as Case Number 20501:

Schedule A    Legal Description of the Lands  
Schedule B    Site Plan

### **2.2 Requirements Prior to Approval**

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.

### **2.3 General Description of Land Use**

- 2.3.1 The use of the Lands permitted by this Agreement is senior citizen housing, as defined by the Beaver Bank, Hammonds Plains and Upper Sackville Land Use By-law, as amended from time to time. The senior citizen housing shall include sleeping accommodations for up to seven residents and two overnight staff members. Services delivered to the residents may include laundry, meal-planning and preparation, transportation to appointments and outings, housekeeping and limited personal care services. So as not to trigger a change in classification of occupancy, all occupants must be ambulatory and the building must be used as a single housekeeping unit or suite.
- 2.3.2 A residential care facility, as defined by the Land Use By-law for Beaver Bank, Hammonds Plains and Upper Sackville is not permitted.
- 2.3.3 Detached accessory structures and uses are permitted in accordance with the requirements of the Beaver Bank, Hammonds Plains and Upper Sackville Land Use By-law.

### **2.4 Siting, Size and Architectural Requirements**

- 2.4.1 The building's height, bulk and scale shall comply with the R-1 (Single Unit Dwelling) Zone of the Beaver Bank, Hammonds Plains and Upper Sackville Land Use By-law.

2.4.2 No additions may be made to the main building that increases the lot coverage.

## **2.5 Parking, Circulation and Access**

2.5.1 The parking area shall be generally sited as shown on Schedule B. The parking area shall maintain setbacks from the property lines as shown on the plan.

2.5.2 The parking area shall provide a minimum of 5 independently accessible parking spaces, each 2.4 metres by 6.1 metres.

## **2.6 Outdoor Lighting**

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.

## **2.7 Buffering**

2.7.1 The area shown as "Woodland" on Schedule B shall be retained. No development permit shall be issued for any development within the Woodland area. Within the Woodland area, no excavation, infilling, tree, stump and other vegetation removal or any alteration of any kind shall be permitted.

2.7.2 Notwithstanding Section 2.7.1, nothing in this agreement shall prohibit the removal of windblown, diseased or dead trees, deemed to be hazardous or unsafe, with prior permission of the Development Officer.

## **2.8 Maintenance**

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.

## **2.9 Signs**

A maximum of one unlit ground sign shall be permitted at the entrance to the property to denote the business' name. The location of such sign shall be in accordance with Schedule B. The maximum height of any such sign inclusive of support structures shall not exceed 1.2 metres and the face area of any sign shall not exceed 1.8 square metres. The sign shall be constructed of natural materials such as wood, stone, brick, enhanced concrete or masonry.

## **2.10 On-site Sewage Disposal System**

The Lands shall be serviced through a privately owned and operated on-site sewage disposal system. The Developer agrees to have prepared by a qualified professional and submitted to the Municipality, the NS Department of the Environment and Labour and any other relevant agency, a design for all private sewer systems. In accordance with Section 2.2, no occupancy permit shall be issued prior to the Development Officer receiving a copy of approval by the NS

Department of the Environment and Labour respecting the design, installation and adequacy of the on-site sewer system.

### **PART 3: AMENDMENTS**

#### **3.1 Non-Substantive Amendments**

The following items are considered by both parties to be non-substantive and may be amended by resolution of Council.

- (a) The granting of an extension to the date of commencement of construction as identified in Section 4.3.1 of this Agreement;
- (b) The length of time for the completion of the development as identified in Section 4.4 of this Agreement;
- (c) Changes to the extent and location of the parking area.

#### **3.2 Substantive Amendments**

Amendments to any matters not identified under Section 3.1 shall be deemed substantive and may only be amended in accordance with the approval requirements of the *Halifax Regional Municipality Charter*.

### **PART 4: REGISTRATION, EFFECT OF CONVEYANCES AND DISCHARGE**

#### **4.1 Registration**

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

#### **4.2 Subsequent Owners**

- 4.2.1 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.
- 4.2.2 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).

#### **4.3 Commencement of Development**

- 4.3.1 In the event that development on the Lands has not commenced within 1 (one) year from the date of registration of this Agreement at the Registry of Deeds or Land Registry Office, as indicated herein, the Agreement shall have no further force or effect and henceforth the development of the Lands shall conform with the provisions of the Land Use By-law.

4.3.2 For the purpose of this section, commencement of development shall mean issuance of a Development Permit.

4.3.3 For the purpose of this section, Council may consider granting an extension of the commencement of development time period through a resolution under Section 5.1, if the Municipality receives a written request from the Developer at least sixty (60) calendar days prior to the expiry of the commencement of development time period.

#### **4.4 Completion of Development**

Upon the completion of the whole development or complete phases of the development, Council may review this Agreement, in whole or in part, and may:

- (a) retain the Agreement in its present form;
- (b) negotiate a new Agreement;
- (c) discharge this Agreement; or
- (d) for those portions of the development which are completed, discharge this Agreement and apply appropriate zoning pursuant to the Municipal Planning Strategy and Land Use By-law for Beaver Bank, Hammonds Plains and Upper Sackville, as may be amended from time to time.

#### **4.5 Discharge of Agreement**

If the Developer fails to complete the development after two (2) years from the date of registration of this Agreement at the Registry of Deeds or Land Registration Office Council may review this Agreement, in whole or in part, and may:

- (a) retain the Agreement in its present form;
- (b) negotiate a new Agreement; or
- (c) discharge this Agreement.

### **PART 5: ENFORCEMENT AND RIGHTS AND REMEDIES ON DEFAULT**

#### **5.1 Enforcement**

The Developer agrees that any officer appointed by the Municipality to enforce this Agreement shall be granted access onto the Lands during all reasonable hours without obtaining consent of the Developer. The Developer further agrees that, upon receiving written notification from an officer of the Municipality to inspect the interior of any building located on the Lands, the Developer agrees to allow for such an inspection during any reasonable hour within twenty four hours of receiving such a request.

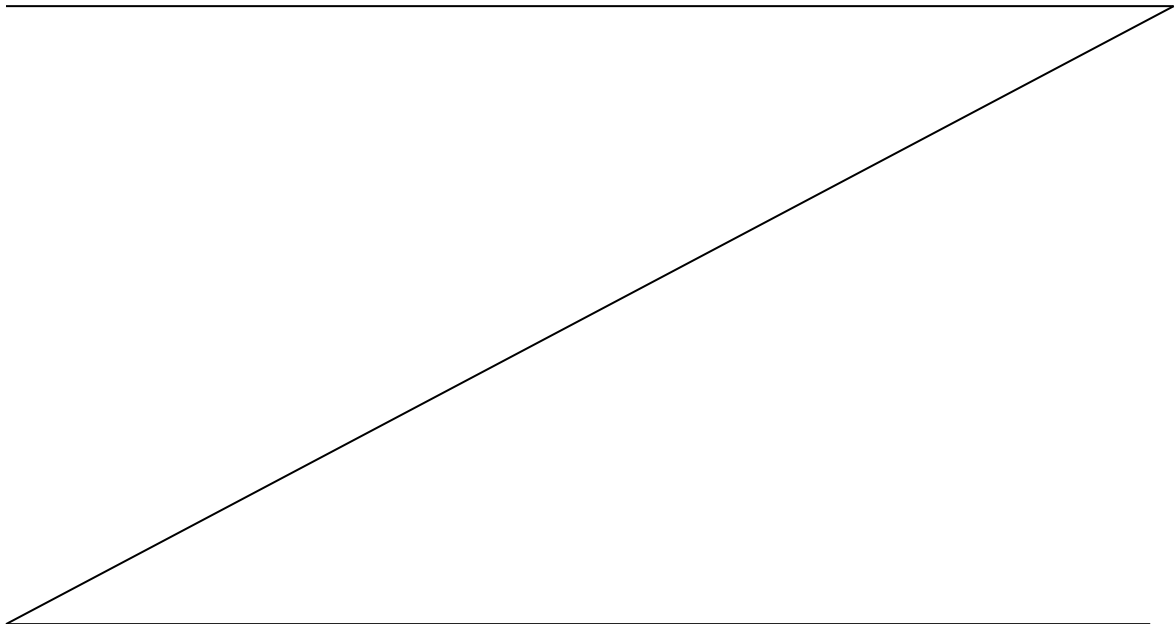
#### **5.2 Failure to Comply**

If the Developer fails to observe or perform any condition of this Agreement after the Municipality has given the Developer thirty (30) days written notice of the failure or default, then in each such case:

- (a) The Municipality shall be entitled to apply to any court of competent jurisdiction for injunctive relief including an order prohibiting the Developer from continuing such default and the Developer hereby submits to the jurisdiction of such Court

and waives any defence based upon the allegation that damages would be an adequate remedy;

- (b) The Municipality may enter onto the Lands and perform any of the covenants contained in this Agreement or take such remedial action as is considered necessary to correct a breach of the Agreement, whereupon all reasonable expenses whether arising out of the entry onto the Lands or from the performance of the covenants or remedial action, shall be a first lien on the Lands and be shown on any tax certificate issued under the *Assessment Act*;
- (c) The Municipality may by resolution discharge this Agreement whereupon this Agreement shall have no further force or effect and henceforth the development of the Lands shall conform with the provisions of the Land Use By-law; or
- (d) In addition to the above remedies, the Municipality reserves the right to pursue any other remedy under the *Halifax Regional Municipality Charter* or Common Law in order to ensure compliance with this Agreement.



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

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

**(Insert Registered Owner Name)**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
**HALIFAX REGIONAL MUNICIPALITY**

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

\_\_\_\_\_  
Witness

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

\_\_\_\_\_  
Witness

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





**ATTACHMENT B:**

**Excerpts from the Beaver Bank, Hammonds Plain and Upper Sackville MPS: Policy Evaluation**

<b>Policy Criteria</b>	<b>Comment</b>
<p><i>Senior citizen housing provides much needed accommodation for community residents. The Department of Housing selected a site in Uplands Park, to serve the Hammonds Plains area and the Municipality approved the required zoning to allow the project to proceed. Sites in other communities may be needed in the future. However, because of the more intensive residential use such facilities entail, there is a need to ensure that the design, scale, layout, and maintenance of such facilities is compatible with the surrounding lower density neighbourhoods.</i></p> <p><i>P-39 Within the Residential Designation, it shall be the intention of Council to consider permitting senior citizen housing by development agreement and according to the provisions of the Municipal Government Act. In considering a development agreement, Council shall have regard to the following:</i></p>	
<p><i>(a) that the architectural design, including the scale of any building(s) and its exterior finish are compatible with adjacent land uses;</i></p>	<p>The building was constructed as a single family dwelling and is similar in scale and exterior finish to the homes in the neighbourhood.</p>
<p><i>(b) that adequate separation distances are maintained from low density residential developments and that landscaping measures are carried out to reduce visual effects;</i></p>	<p>The building is separated from the nearest adjacent dwelling by 29 metres and the dwelling to the rear by 64 metres. Each of the yards between the buildings is wooded and adjacent buildings cannot be seen. The development agreement requires that the wooded area on the property be retained and maintained.</p>
<p><i>(c) that open space and parking areas are adequate to meet the needs of senior citizens and that they are attractively landscaped;</i></p>	<p>90% of the property is landscaping and a wooded buffer, and 6 separately accessible parking spaces are provided, which is sufficient to serve the needs of the residents.</p>
<p><i>(d) preference for a site which has access to commercial and community facility uses;</i></p>	<p>The property is less than 0.5 km from the local commercial centre, with a grocery store, chiropractor, drug store, coffee shop and hair stylist. There are three community parks and a church nearby.</p>
<p><i>(e) general maintenance of the development;</i></p>	<p>The development agreement requires that the property be kept in good repair and that the landscaping and amenities such as garbage and snow removal be properly cared for.</p>
<p><i>(f) preference for a development which serves a local community need; and</i></p>	<p>There is an established local need for the use in the community.</p>
<p><i>(g) the provisions of Policy P-137.</i></p>	<p>See below.</p>
<p><i>P-137 In considering development agreements and amendments to the land use by-law, in addition to all other criteria as set out in various policies of this Plan, Council shall have appropriate regard to the following matters:</i></p>	
<p><i>(a) that the proposal is in conformity with the intent of this Plan and with the requirements of all other municipal by-laws and regulations;</i></p>	<p>The MPS recognizes the desire for senior citizen's housing to serve the community, and the proposal is in accordance with the intent of the MPS.</p>
<p><i>(b) that the proposal is not premature or inappropriate by reason of:</i></p> <p><i>(i) the financial capability of the Municipality to absorb any costs relating to the development;</i></p>	<p>(i) No Municipal costs are anticipated.</p>

Policy Criteria	Comments
<p><i>(ii) the adequacy of central or on-site sewerage and water services;</i></p> <p><i>(iii) the adequacy or proximity of school, recreation or other community facilities;;</i></p> <p><i>(iv) the adequacy of road networks leading or adjacent to or within the development; and</i></p> <p><i>(v) the potential for damage to or for destruction of designated historic buildings and sites.</i></p>	<p>(ii) Halifax Water has commented on the proposal and advised that there is capacity available to the property, and that there is no concern with the adequacy of central services to the property. A report has been submitted by a Qualified Person verifying that the existing onsite sewage disposal system is adequate to address the needs of the proposed use.</p> <p>(iii) No concerns with adequacy or proximity of schools, recreation or other community facilities have been identified.</p> <p>(iv) The Traffic Impact Statement indicates that there will be no impact on the local road network. The TIS has been reviewed and accepted by staff.</p> <p>(v) There are no heritage resources impacted by the proposal.</p>
<p><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></p> <p><i>(i) type of use;</i></p> <p><i>(ii) height, bulk and lot coverage of any proposed building;</i></p> <p><i>(iii) traffic generation, access to and egress from the site, and parking;</i></p> <p><i>(iv) open storage;</i></p> <p><i>(v) signs; and</i></p> <p><i>(vi) any other relevant matter of planning concern.</i></p>	<p>(i) The exterior design of the building is very similar to the surrounding homes and the traffic generation is negligible. There is no anticipated conflict with adjacent or nearby uses.</p> <p>(ii) The height, bulk and lot coverage of the building meets the R-1 (Single Unit Dwelling) Zone requirements and additions to the building would not be permitted without substantive amendment to the development agreement.</p> <p>(iii) Staff have reviewed the Traffic Impact Statement and concur with its findings that there will be no negative impact due to traffic generation, and no issue with access to or egress from the site. Parking is required in accordance with LUB and can be accommodated on site.</p> <p>(iv) No open storage is permitted.</p> <p>(v) The existing sign is permitted by the development agreement. The size is restricted and exterior lighting is prohibited.</p> <p>(vi) There are no other planning-related concerns.</p>
<p><i>(d) that the proposed site is suitable in terms of the steepness of grades, soil and geological conditions, locations of watercourses, marshes or bogs and susceptibility to flooding.</i></p>	<p>There are no concerns with the sites suitability relating to grade, soil or geological conditions. There are no watercourse, marshes or bogs and no concerns regarding flooding.</p>
<p><i>(e) Within any designation, where a holding zone has been established pursuant to 'Infrastructure Charges - Policy P-81', 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.</i></p>	<p>N/A</p>