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Item No. 5.1.2
Halifax and West Community Council
December 9, 2020
January 19, 2021

TO: Chair and Members of Halifax and West Community Council

SUBMITTED BY: *Original Signed*

Kelly Denty, Director of Planning and Development

DATE: November 26, 2020

SUBJECT: Case 22978: Development Agreement for 158 Greenhead Road, Lakeside

ORIGIN

Application by the Affordable Housing Association of Nova Scotia.

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 the redevelopment of the existing residential care facility at 158 Greenhead Road, Lakeside, 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. Approve, by resolution, the Discharge Agreement, which shall be substantially of the same form as set out in Attachment B of this report; and
4. Require the Development Agreement and Discharge Agreement be signed by the property owner within 240 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

The Affordable Housing Association of Nova Scotia, on behalf of the Adsum Association for Women and Children, is applying to redevelop the residential care facility (Adsum Centre) at 158 Greenhead Road, Lakeside.

Subject Site	158 Greenhead Road, Lakeside (PID 40050593)
Location	The subject site is located on the east side of Greenhead Road approximately 500 meters south of the intersection of Greenhead Road and the St Margarets Bay Road in Lakeside
Regional Plan Designation	Urban Settlement under the Halifax Regional Municipal Planning Strategy (RMPS)
Community Plan Designation (Map 1)	Urban Residential under the Timberlea/ Lakeside/ Beechville Municipal Planning Strategy (MPS)
Zoning (Map 2)	R-2 (Two Unit Dwelling) Zone under the Land Use By-law for Timberlea/ Lakeside/ Beechville (LUB)
Size of Site	2.27 hectares (5.6 acres)
Street Frontage	Approximately 198 meters (650 feet)
Current Land Use(s)	Residential Care Facility (Adsum Centre) as per an existing 2002 Development Agreement (Municipal Case #00439). The existing facility consists of: <ul style="list-style-type: none">• Four (4) transitional dwelling units with 4 beds each (16 beds total);• Programing space;• Common room;• Library; and• Office Space
Surrounding Use(s)	Land uses surrounding the site include: <ul style="list-style-type: none">• Alderwood Village Land-Lease Community to the north and west (opposite Greenhead Road)• Vacant/ undeveloped land held by HRM to the south• Vacant/ undeveloped land held by the Province of NS to the east

Proposal Details

The applicant proposes to redevelop the existing residential care facility that was established on the site in the early 2000s. The major aspects of the proposal are as follows:

- The removal/demolition of the existing former school building;
- The addition of six (6) modular buildings including:
 - A one-storey building located at the front of the site to contain the non-residential portions of the residential care facility (programing space etc.); and
 - Five (5) two-storey residential buildings containing 25 units (41 beds total);
- 24 parking spaces.

Initially, the applicant proposed this redevelopment in the form of an expansion, which involved retaining much of the existing building and adding three (3) three-storey buildings to the site for a total of 26 residential units. However, the proposal has been modified in response to the availability of additional federal funding (Rapid Housing Initiative [RHI]). Map 3 contains the proposed site plan which reflects the current proposal.

History

The subject site was conveyed to the Municipality in the 1960s and was the location of the Alderwood School. Between 1984 and 2001, the Municipality leased the building to the Timberlea & Area Lions Club.

When the lease was discontinued, HRM sold the property to Adsum for the establishment of a residential care facility.

Existing Development Agreement

On April 22, 2002 the former Western Region Community Council approved a development agreement (Case 00439) under policy UR-17 of the Municipal Planning Strategy for Timberlea/ Lakeside/ Beechville (MPS) to allow a residential care facility for up to 20 persons (woman and their children, youths) at the subject site¹. An occupancy permit was issued in early 2004 and the facility was originally branded as the Nahum Centre.

Under the terms of the existing development agreement, the residential care facility is limited by both the number of persons able to reside at the facility (20) and a requirement that the facility conform to a site plan and elevation drawings which reflect the use and building configuration. As a result, the expansion or redevelopment of the facility is not permitted under the existing agreement. However, the proposed changes can be considered through an amendment to the existing agreement or a discharge of the existing agreement and the creation of a new one in accordance with Policies UR-17 and IM-11 of the MPS.

Given the existing development agreement was written and approved by Community Council approximately 18 years ago, and the changes required to amend the existing agreement to enable the proposal are extensive, the creation of a new agreement with updated, standardized language has been the approach taken in this application. Should Community Council choose to approve the proposed development agreement (Attachment A), a discharge of the existing agreement from the property must be jointly approved (Attachment B). The Recommendations section of this report accommodates that approach.

Enabling Policy and LUB Context

The subject site is designated Urban Residential under the Timberlea/Lakeside/Beechville Municipal Planning Strategy (MPS). Within this designation, the MPS prioritizes the continuation, and protection, of established low-density residential development, but also acknowledges that compatible institutional uses support a more diverse residential environment. The MPS states it is common for many types of community facility uses to locate in residential neighbourhoods to facilitate the social and physical integration of the people served by the facilities.

The proposed development agreement contained within Attachment A may be considered by Community Council in accordance with Policies UR-17 and IM-11 of the MPS (Attachment C).

Policy UR-17 allows Council to consider residential care facilities through the development agreement process to ensure any compatibility concerns are adequately addressed. Policy criteria includes items such as: the design and scale of the buildings relative to the surrounding neighbourhood; and other considerations relative to the needs and services provided by the specific facility.

Policy IM-11 contains general implementation policy criteria such as: the adequacy or proximity to schools, recreation or other community facilities; the adequacy of road networks serving the development; signage; and, site suitability with respect to environmental considerations (locations of watercourses etc.).

The applied zoning that underlies the existing development agreement is the R-2 (Two Unit Dwelling) Zone of the Timberlea/ Lakeside/ Beechville Land Use By-law (LUB). The R-2 Zone permits limited residential uses and most institutional uses. Residential care facilities are not permitted within the R-2 Zone through an as-of-right process. This is consistent with MPS policy which provides for residential care facilities through the development agreement process.

¹ Western Region Community Council minutes from April 22, 2002 (Item 8.1):
<http://legacycontent.halifax.ca/commcoun/wrcc/2002wrcc/wr020422.pdf>

The properties surrounding the subject site are primarily zoned R-3 (Mobile Dwelling Zone) which have developed as the Alderwood Village. A portion of the lands to the rear of the subject site are zoned R-1 (Single Unit Dwelling Zone) and are undeveloped.

Attachment D contains relevant excerpts from the LUB.

Regional Housing Context

HRM has an interest in affordable housing and plays an important role in supporting affordable housing initiatives². General policies related to affordable housing are included within the Regional Municipal Planning Strategy and Public Safety Strategy (Attachment E and F). With respect to development, supports include: local land use policies that enable the development of affordable housing (e.g., secondary suites); provisions for the use of surplus land; and waiving certain development fees for non-profit and charitable housing groups.

HRM also works with partners from various sectors on the Housing and Homelessness Partnership which has a mandate to “end homelessness and housing poverty in Halifax” by addressing policy and systemic issues. The Partnership has a 5-year Strategic Plan, and to support that plan Regional Council approved an Affordable Housing Work Plan on July 31, 2018³.

Rapid Housing Initiative

As an initiative of the National Housing Strategy, administered by the Canada Mortgage and Housing Corporation (CMHC), HRM was selected through the Major Cities (Municipal) Stream of the Rapid Housing Initiative (RHI) to receive \$8,659,527 to create a minimum of 28 units of new permanent affordable housing⁴.

To respond to this opportunity the Municipality sought to identify partners to deliver these units. Adsum Association for Women and Children has applied to partner with the Municipality to assist with the development of the subject proposal⁵ and on November 24th was one of three proposals selected by Regional Council. The Municipality is currently in the process of considering formal funding agreements with CMHC and the three project proponents.

Notwithstanding HRM’s Regional Housing Policy and municipal involvement in the Rapid Housing funding program, it is important to note that the proposal before Halifax and West Community Council must be evaluated solely in accordance with Policies UR-17 and IM-11 of the MPS.

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. While the proposal did change following the announcement of the RHI funding opportunity, staff note the comments received from the public related primarily to the behaviour of facility users rather than the design of the facility.

The public comments received include the following topics:

- Concern regarding smoking (tobacco and cannabis) occurring off-site, including on the Greenhead Road right-of-way;

² November 6, 2020 staff report: [Municipal Affordable Housing Initiatives – Update on the Affordable Housing Workplan](#)

³ [Housing and Homelessness Partnership Five Year Strategic Plan 2015-2020](#)

⁴ November 11, 2020 staff report: [Rapid Housing Initiative Agreement](#)

⁵ November 20, 2020 staff report: [Rapid Housing Initiative Agreement – Investment Plan](#)

- Concern regarding the entertaining of men in the surrounding wooded areas off-site and in private vehicles parked on Greenhead Road;
- Maintenance of garbage containers to reduce the presence of rats; and
- Trespassing across the lawns and driveways of adjacent properties.

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 and property owners.

DISCUSSION

Staff has reviewed the proposal relative to all relevant planning 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:

- Location of the residential care facility on the subject site;
- Provision for outdoor amenity area;
- Location of driveway access and number of parking spaces (24);
- Landscaping and signage;
- Non-substantive amendments; and
- Time allotted for commencement and completion.

The attached development agreement will permit the proposed redevelopment of the existing residential care facility, 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.

The Design and Scale of Buildings

The existing 2002 development agreement approached the regulation of the design and scale of the facility through prescribing a maximum number of residents (20) and requiring the facility to conform to elevation drawings. The 2002 approach worked well for the conversion of the existing school building, however regulating design through requiring adherence to specific elevations drawings can be limiting should any unforeseen issues arise through the permitting and construction stages which require a modification not contemplated (for example: the inability to source a particular building material given the current global COVID-19 pandemic).

A more flexible, yet equally effective approach is to regulate the siting and massing of the facility through the text of the agreement and site plan. The proposed development agreement (Attachment A) requires the facility to respect the same zone provisions as prescribed in the underlying R-2 (Two Unit Dwelling) Zone (setbacks, lot coverage, height), and requires the development to be confined to a portion of the site which has been selected to minimize impact on surrounding residents.

Landscaping provisions are also included to reduce any potential visual incompatibilities from adjacent residences. The landscaping provisions included in the proposed development agreement also further the implementation of the Urban Forest Master Plan with respect to species diversity.

Off-site Activity of Facility Users

Through the public feedback provided in relation to this proposal staff have been made aware of certain off-site activities occurring around the facility, as listed in the Community Engagement section (above), which are negatively impacting local area residents.

To address the issue of smoking, a provision has been included in the proposed development agreement which requires the developer to provide a smoking area on the property to reduce smoking occurring off-site, and support facility users coping with addiction. HRM By-law N-300 respecting Nuisances and Smoking does not permit smoking on municipal property (which includes streets) unless the area has been designated as a smoking area. There are no designated municipal smoking areas in proximity to the subject site.

With respect to other behaviours identified, while there is not a solution that can be implemented through the mechanism of a development agreement, this planning process has provided an avenue for the applicant to be made aware of the community concerns and take steps within their programming to address these concerns.

Timeframe for Agreement Execution

The COVID-19 pandemic has resulted in difficulties in having legal agreements signed by multiple parties in short periods of time. To recognize this difficulty these unusual circumstances presents, staff are recommending extending the signing period for agreements following a Council approval and completion of the required appeal period. While normally agreements are required to be signed within 120 days, staff recommend doubling this time period to 240 days. This extension would have no impact on the development rights held within the agreement, and the agreement could be executed in a shorter period of time if the situation permits.

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. While the MPS seeks to ensure the protection of low density residential environments it also acknowledges that institutional uses can be integrated and support a more diverse residential environment. As such, the MPS has included policy (Policies UR-17 and IM-11) to enable the consideration of residential care facilities through the development agreement process to ensure any compatibility concerns are adequately addressed. The proposed development agreement is reasonably consistent with these policies; therefore, staff recommend that the Halifax and West Community Council approve the proposed development agreement and simultaneously discharge the existing 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 material planning related risks associated with the recommendations contained within this report.

There is some minor reputational risk based on the perception that any positive recommendation by staff or positive decision by Community Council could have been influenced by the more advanced timeline of the ongoing RHI approval process. Given the circumstances, that risk is unavoidable. However, staff advise the recommendations attached to this report have been developed solely based on substantial

compliance with relevant planning policy and confirm these recommendations would not be changed by the presence of absence of the RHI funding program.

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 and discharging agreement are contained within the Discussion section of this report.

ENVIRONMENTAL IMPLICATIONS

No environmental implications are identified.

ALTERNATIVES

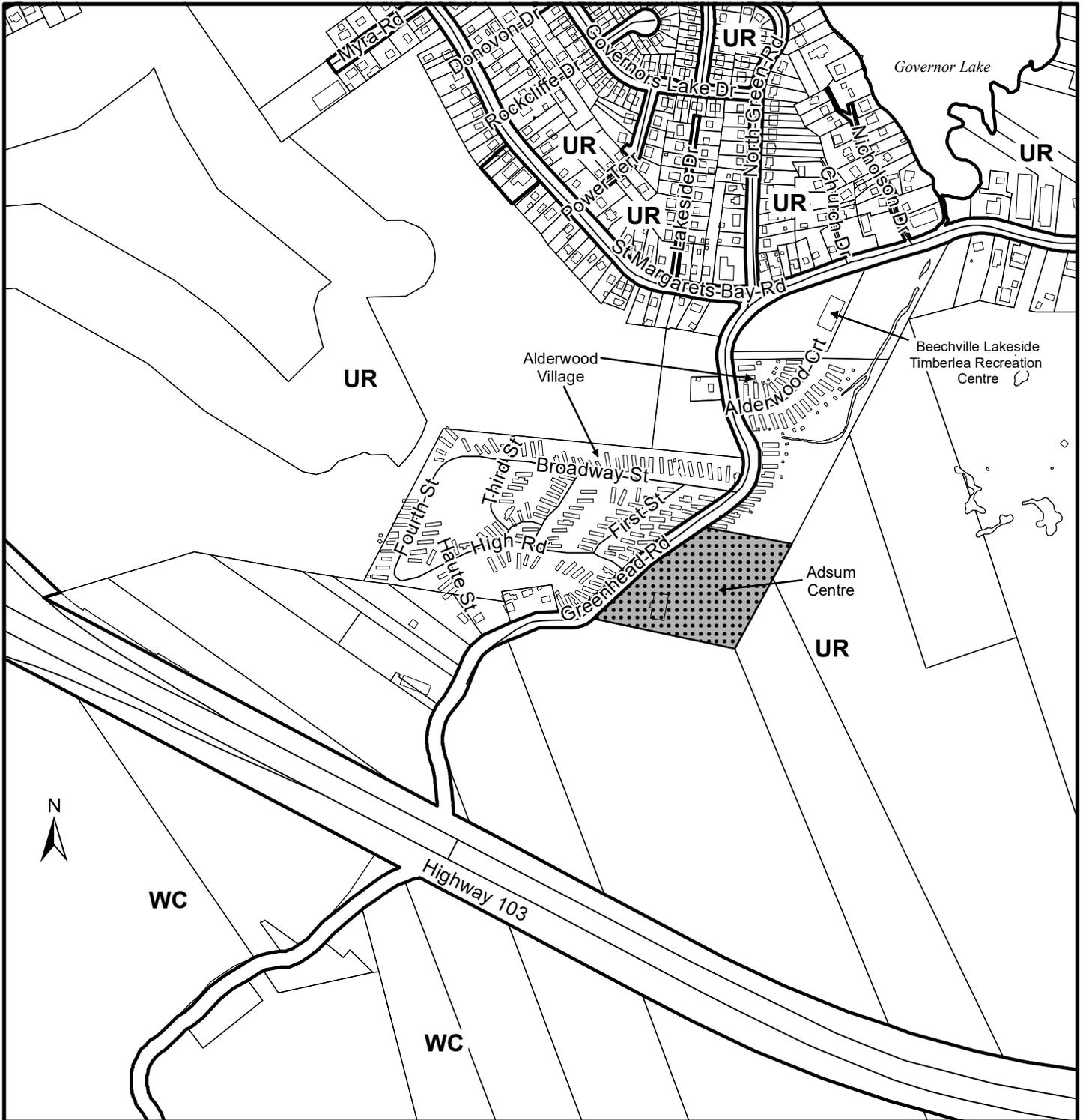
1. Halifax and West Community Council may choose to approve the proposed development agreement and discharge agreement subject to modifications. Such modifications may require further negotiation with the applicant and may require a supplementary report or another public hearing. A decision of Council 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 residential care facility. 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 renders the existing residential care facility a non-conforming use. 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
Map 3:	Proposed Site Plan
Attachment A:	Proposed Development Agreement
Attachment B:	Proposed Discharging Agreement
Attachment C:	Review of Relevant MPS Policies
Attachment D:	Excerpts from the LUB
Attachment E:	Excerpt from the RMPS
Attachment F:	Excerpt from the Public Safety Strategy

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



Map 1 - Generalized Future Land Use

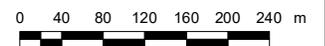
158 Greenhead Road,
Lakeside

HALIFAX

 Subject Property

Designation

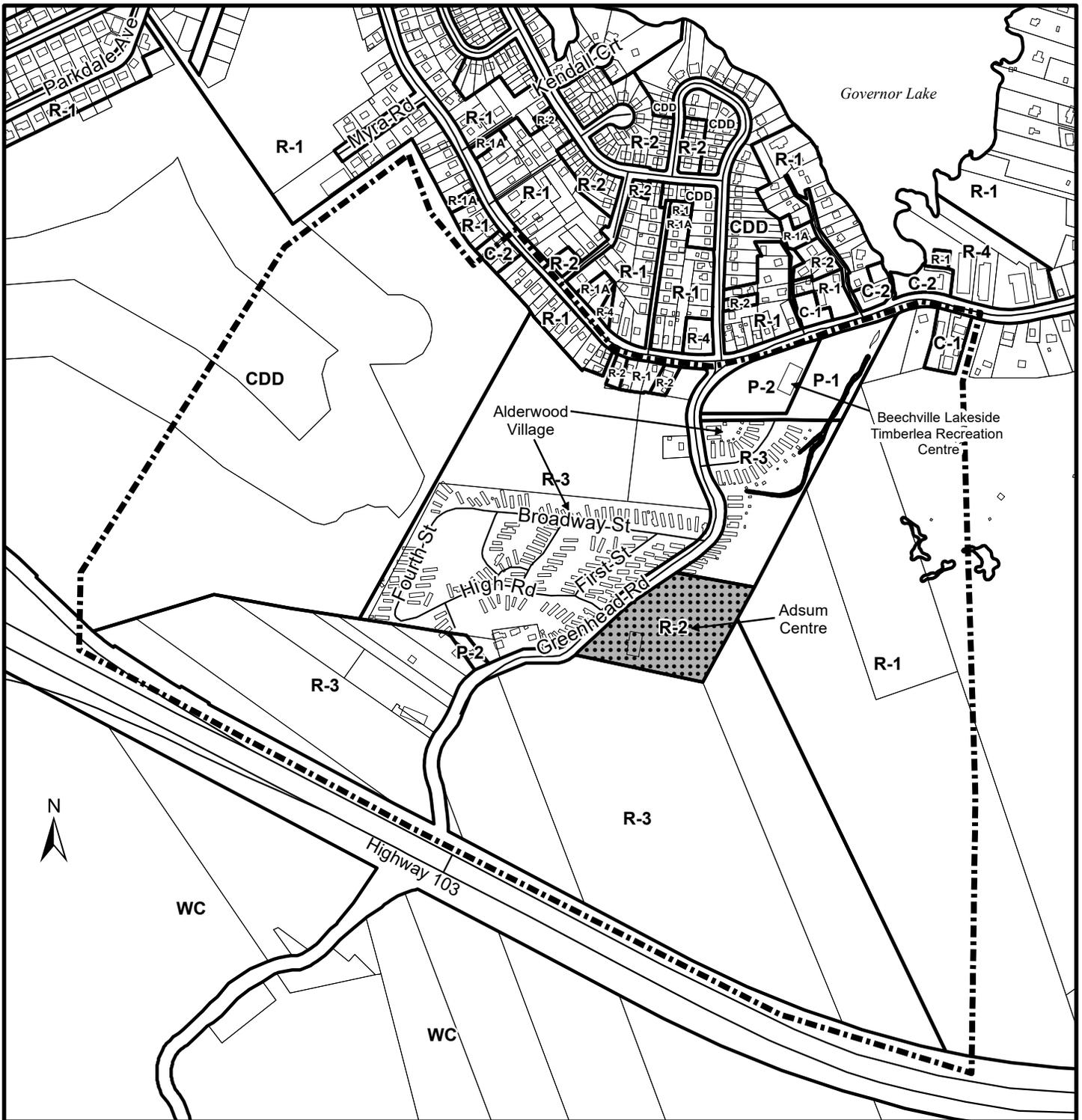
UR Urban Residential
WC Western Common



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.

Timberlea/Lakeside/Beechville
Plan Area



Map 2 - Zoning and Notification

158 Greenhead Road,
Lakeside

-  Subject Property
-  Area of Notification

Timberlea/Lakeside/Beechville
Plan Area

Zone

- R-1 Single Unit Dwelling
- R-1A Auxiliary Dwelling Unit
- R-2 Two Unit Dwelling
- R-3 Mobile Dwelling
- R-4 Multi-Unit Dwelling
- C-1 Local Business
- C-2 General Business
- P-1 Open Space
- P-2 Community Facility
- CDD Comprehensive Development District
- WC Western Common Regional Park

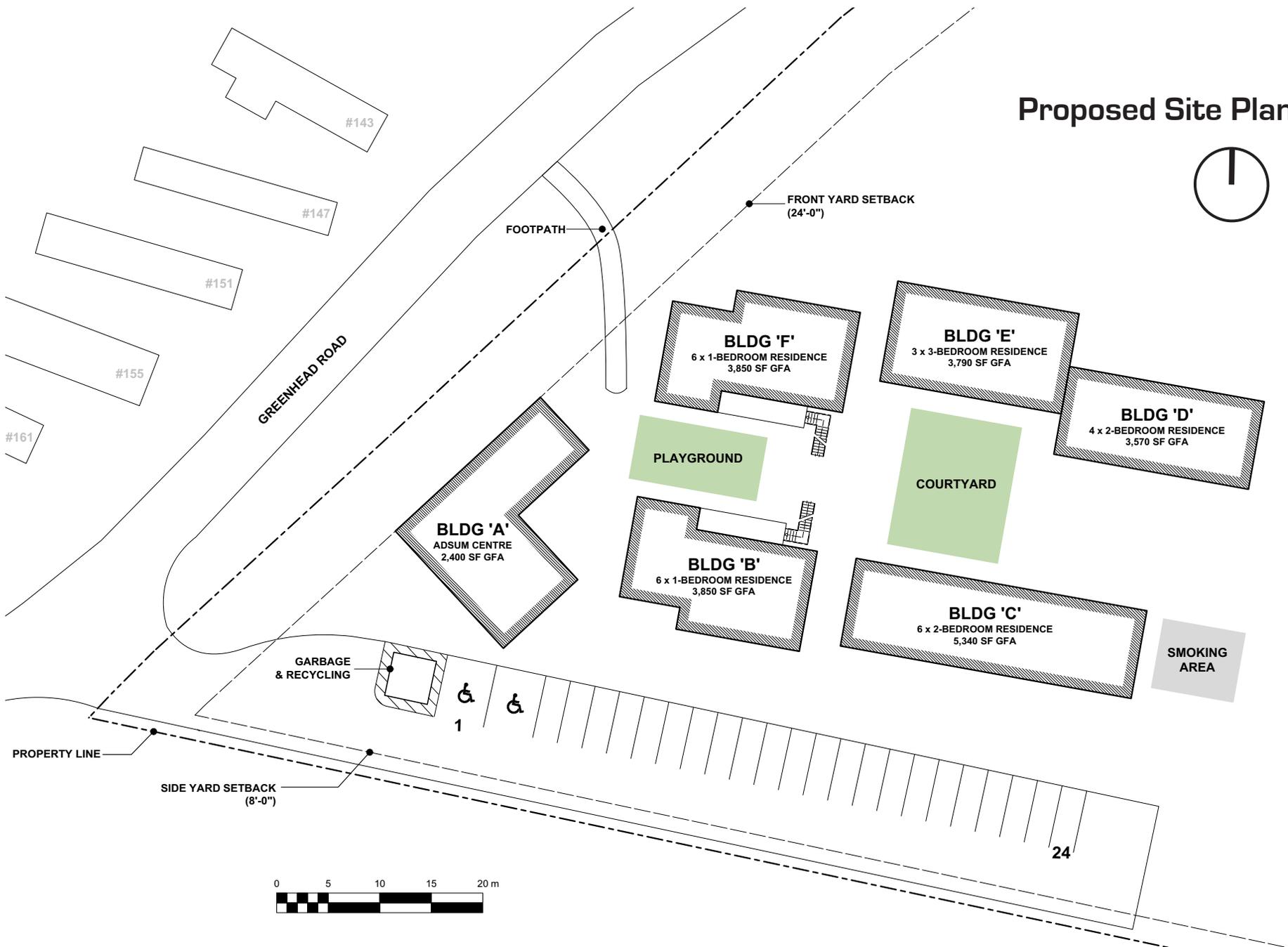
HALIFAX



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.

Proposed Site Plan



Adsum Centre
158 Greenhead Road

**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 158 Greenhead Road, Lakeside 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 the Association for Women's Residential Facilities to permit a residential care facility on the lands on April 22, 2002, and which said development agreement (referenced as Municipal Case Number 00439) was registered at the Registry of Deeds in Halifax on November 29, 2002 in Book No. 7220 at pages 1169-1180 as Document #52013 (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 22978;

AND WHEREAS the Developer has requested that the Municipality enter into a new Development Agreement to allow the development of a residential care facility on the Lands pursuant to Policy UR-17 of the Municipal Planning Strategy for Timberlea/ Lakeside/ Beechville and Section 3.6(e) of the Land Use By-law for Timberlea/ Lakeside/ Beechville;

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 22978;

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*.

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.

2.2 Definitions Specific to this Agreement

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

Designated Smoking Area: means an area of the property, whether indoor or outdoor, designated as a smoking area.

Developable Area: means the portion of the Lands where all development and site disturbance shall be located, including buildings, driveway, amenity area and parking area as shown on Schedule B.

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 22978:

Schedule A Legal Description of the Lands
Schedule B Site Plan

3.2 Requirements Prior to Approval

- 3.2.1 Prior to the commencement of any site work on the Lands, the Developer shall provide the following to the Development Officer, unless otherwise permitted by the Development Officer:
- (a) A detailed Site Disturbance Plan prepared by a Professional Engineer in accordance with Section 5.2 of this Agreement;
 - (b) A detailed Erosion and Sedimentation Control Plan prepared by a Professional Engineer in accordance with Section 5.2 of this Agreement; and
 - (c) A detailed Site Grading and Stormwater Management Plan prepared by a Professional Engineer in accordance with Section 5.2 of this Agreement.

- 3.2.2 Prior to the issuance of a Development Permit, the Developer shall provide the following to the Development Officer a Landscape Plan in accordance with Section 3.9 of this Agreement, unless otherwise permitted by the Development Officer.
- 3.2.3 Notwithstanding any other provision of this Agreement, the Developer shall not occupy or use the Lands for any of the uses permitted by this Agreement unless an Occupancy Permit has been issued by the Municipality. No Occupancy Permit shall be issued by the Municipality unless and until the Developer has complied with all applicable provisions of this Agreement and the Land Use By-law (except to the extent that the provisions of the Land Use By-law are varied by this Agreement) and with the terms and conditions of all permits, licenses, and approvals required to be obtained by the Developer pursuant to this Agreement.

3.3 General Description of Land Use

- 3.3.1 The use(s) of the Lands permitted by this Agreement are the following:
- (a) A residential care facility, and accessory uses; or
 - (b) Any uses permitted within the zone applied to the Lands subject to the provisions contained within the applicable Land Use By-law as amended from time to time.

3.4 Detailed Provision for Land Use

- 3.4.1 More than one main building shall be permitted on the Lands.
- 3.4.2 The main building(s) siting, bulk and scale shall comply to the following:
- (a) lot coverage shall not exceed 35%.
 - (b) the minimum setback shall be 24 feet (7.3 meters) from the front lot line;
 - (c) the minimum setback shall be 8 feet (2.4 meters) from the side and rear lot line;
 - (d) the maximum height shall not exceed 35 feet (10.7 meters);
- 3.4.3 All development shall be located within the Developable Area as illustrated on Schedule B.
- 3.4.4 Accessory buildings are permitted within the Developable Area subject to the requirements set out for residential zones in the applicable land use by-law.

3.5 Architectural Requirements

- 3.5.1 All vents, down spouts, flashing, electrical conduits, metres, service connections, and other functional elements shall be treated as integral parts of the design. Where appropriate these elements shall be painted to match the colour of the adjacent surface, except where used expressly as an accent.
- 3.5.2 Buildings shall be designed such that the mechanical systems (HVAC, exhaust fans, etc.) are not visible from Greenhead Road or abutting residential properties. Furthermore, no mechanical equipment or exhaust fans shall be located between the building and the adjacent residential properties unless screened as an integral part of the building design and noise reduction measures are implemented. This shall exclude individual residential mechanical systems.
- 3.5.3 All roof mounted mechanical or telecommunication equipment shall be visually integrated into the roof design or screened from public view.

3.6 Amenity Area

Playground

- 3.6.1 The Developer shall maintain a secure playground area with playground equipment suitable to the needs of the children living in the residential care facility.

Designated Smoking Area

- 3.6.2 The Developer shall designate a smoking area on the Lands which must be setback a minimum of 24 feet (7.3 m) from the front property line.

3.7 Parking, Circulation and Access

- 3.7.1 The driveway access shall be sited as shown on Schedule B.

- 3.7.2 A minimum of 24 parking spaces shall be provided.

- 3.7.3 The standards for the parking area shall in accordance with the Land Use By-law, as may be amended from time to time.

3.8 Outdoor Lighting

- 3.8.1 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.

3.9 Landscaping

- 3.9.1 Landscaping of the property shall be provided as follows:

- (a) Within the front yard of the Developable Area, the first 3 meters (10 feet) of lot depth bordering the street right-of-way shall be fully landscaped, except where driveway or pedestrian access points are required.
- (b) Landscaping shall consist of grass and a minimum of one shrub for each 4.6 square meters (50 square feet) of required landscaped area and one tree for every 15.2 (50 feet) of lot frontage.

- 3.9.2 All plant material shall conform to the Canadian Nursery Landscape Association's Canadian Nursery Stock Standard.

- 3.9.3 Prior to the issuance of any Development Permit, the Developer agrees to provide a Landscaping Plan which complies with the provisions of this Section and the HRM Urban Forest Master Plan. The Landscaping Plan shall be prepared by a Landscape Architect (a full member of the Canadian Society of Landscape Architects).

- 3.9.4 One calendar year following the date of issuance of the first Building Permit the Developer shall submit to the Development Officer a letter prepared by a member in good standing of the Canadian Society of Landscape Architects certifying that all landscaping has been completed according to the terms of this Development Agreement.

- 3.9.5 Notwithstanding Section 3.9.4 where the weather and time of year do not allow the completion of the outstanding landscape works prior to the issuance of the Occupancy Permit, the Developer may supply a security deposit in the amount of 110 percent of the estimated cost to complete the landscaping. The cost estimate is to be prepared by a member in good standing of the Canadian Society of Landscape Architects. The security shall be in favour of the Municipality and shall be in

the form of a certified cheque or automatically renewing, irrevocable letter of credit issued by a chartered bank. The security shall be returned to the Developer only upon completion of the work as described herein and illustrated on the Schedules, and as approved by the Development Officer. Should the Developer not complete the landscaping within twelve months of issuance of the Occupancy Permit, the Municipality may use the deposit to complete the landscaping as set out in this section of the Agreement. The Developer shall be responsible for all costs in this regard exceeding the deposit. The security deposit or unused portion of the security deposit shall be returned to the Developer upon completion of the work and its certification.

3.10 Maintenance

- 3.10.1 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.
- 3.10.2 All disturbed areas of the Lands shall be reinstated to original condition or better.

3.11 Signs

- 3.11.1 A maximum of one (1) fascia wall sign, not more than 0.6 square meters (6.5 square feet) shall be permitted on the Lands for the purposes of identifying the residential care facility.
- 3.11.2 Any sign which has an area of not more than 0.2 square meters (2 square feet) and which regulates the use of property shall be permitted on the Lands.
- 3.11.3 Signs shall not be illuminated.

3.12 Temporary Construction Building

- 3.12.1 A building shall be permitted on the Lands for the purpose of housing equipment, materials and office related matters relating to the construction and sale of the development in accordance with this Agreement. The construction building shall be removed from the Lands prior to the issuance of the last Occupancy Permit.

3.13 Screening

- 3.13.1 Propane tanks and electrical transformers shall be located on the site in such a way to ensure minimal visual impact from Greenhead Road and residential properties opposite the front property line. These facilities shall be secured in accordance with the applicable approval agencies and screened by means of opaque fencing or masonry walls with suitable landscaping.
- 3.13.2 Mechanical equipment shall be permitted on the roof provided the equipment is screened and not visible from Greenhead Road or incorporated in to the architectural treatments and roof structure.
- 3.13.3 Any mechanical equipment shall be screened from view from Greenhead Road with opaque fencing or masonry walls with suitable landscaping.

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 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.

4.3.2 All refuse and recycling materials shall be contained within a building, or within suitable containers which are fully 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 masonry walls, suitable landscaping, or acceptable equivalent.

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.

PART 6: AMENDMENTS

6.1 Non-Substantive Amendments

- 6.1.1 The following items are considered by both parties to be not substantive and may be amended by resolution of Council.
 - (a) Changes to the Developable Area as illustrated on Schedule B.
 - (b) Changes to the accessory building requirements as detailed in Section 3.4.4.
 - (c) Changes to the sign requirements as detailed in Section 3.11.
 - (d) The granting of an extension to the date of commencement of construction as identified in Section 7.3 of this Agreement provided the extension requested does not exceed two (2) years;

6.2 Substantive Amendments

- 6.2.1 Amendments to any matters not identified under Section 6.1 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 five (5) 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.
- 7.3.2 For the purpose of this section, commencement of development shall mean the issuance of a Building Permit.
- 7.3.3 For the purpose of this section, Council may consider granting an extension of the commencement of development time period through a resolution under Section 6.1 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.

7.4 Completion of Development

- 7.4.1 Upon the completion of the whole development or complete phases of the development, or at such time that policies applicable to the lands have been amended, 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 have been completed, discharge this Agreement and apply appropriate zoning pursuant to the applicable Municipal Planning Strategy and Land Use By-law, as may be amended from time to time.

7.5 Discharge of Agreement

- 7.5.1 If the Developer fails to complete the development after ten (10) 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 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 (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

Per: _____

HALIFAX REGIONAL MUNICIPALITY

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

Witness

Per: _____

MAYOR

Witness

Per: _____

MUNICIPAL CLERK

PROVINCE OF NOVA SCOTIA
COUNTY OF HALIFAX

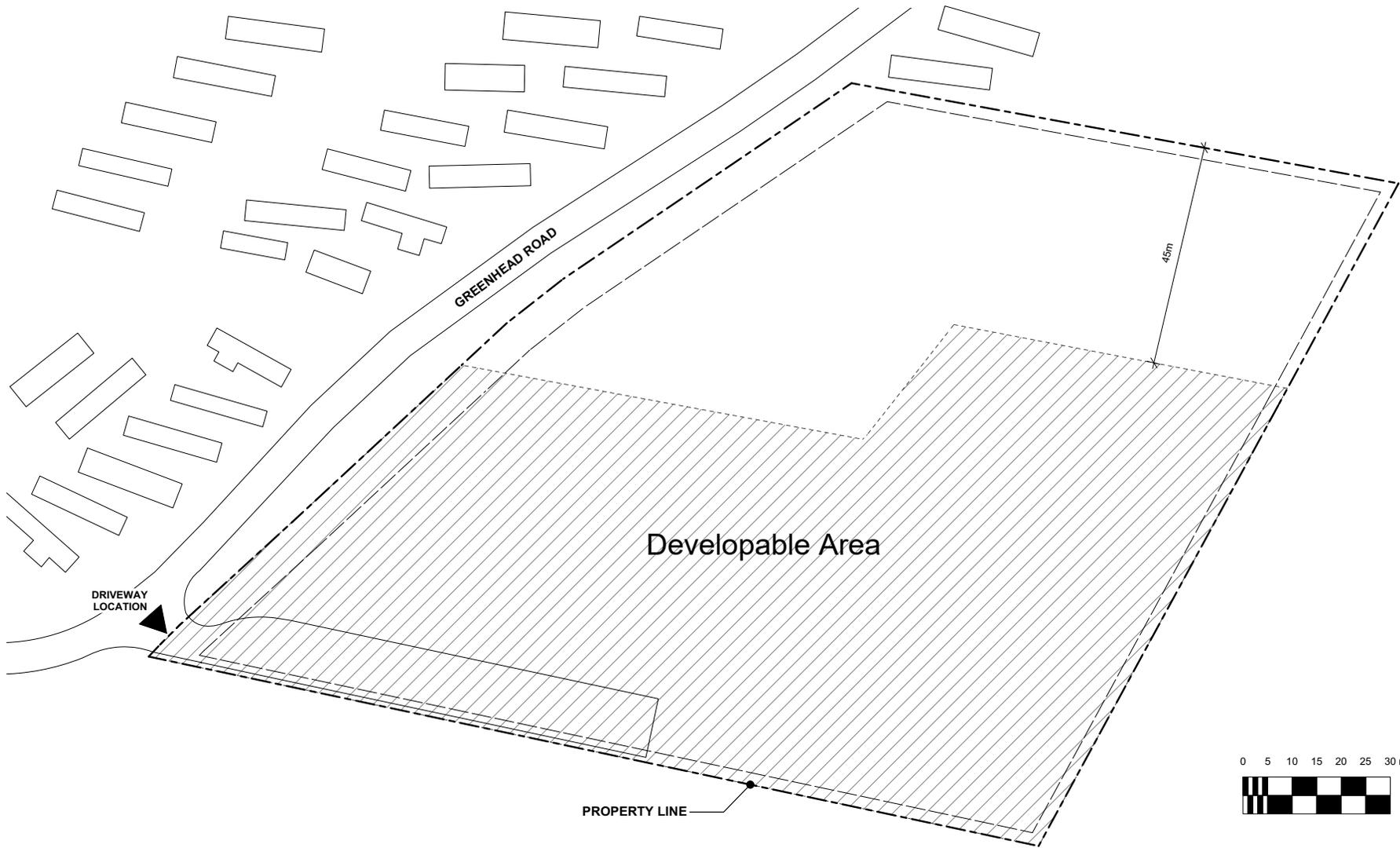
On this _____ day of _____, A.D. 20____, before me, the subscriber personally came and appeared _____ a subscribing witness to the foregoing indenture who having been by me duly sworn, made oath and said that _____, _____ of the parties thereto, signed, sealed and delivered the same in his/her presence.

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 Iain MacLean, Municipal 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 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 158 Greenhead Road, Lakeside 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 the Association for Women's Residential Facilities, pursuant to Policy UR-17 of the Municipal Planning Strategy for Timberlea/ Lakeside/ Beechville and Section 3.6(e) of the Land Use By-law for Timberlea/ Lakeside/ Beechville, to allow for a residential care facility on the lands on April 22, 2002, and which said development agreement (referenced as Municipal Case Number 00439) was registered at the Registry of Deeds in Halifax on November 29, 2002 in Book No. 7220 at pages 1169-1180 as Document #52013 (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 redevelopment of the residential care facility pursuant to Policy UR-17 of the Municipal Planning Strategy for Timberlea/ Lakeside/ Beechville and Section 3.6(e) of the Land Use By-law for Timberlea/ Lakeside/ Beechville;

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 22978;

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 Timberlea/ Lakeside/ Beechville, 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

LAND USE INTENT

The Urban Residential Designation recognizes the Plan Area's established communities and constitutes the priority area for continued residential development. The designation is intended to protect established low density residential development which consists primarily of single and two unit dwellings and mobile homes. The designation also permits compatible institutional uses which support a more diverse residential environment. The designation also encourages a mix of housing types and other compatible institutional uses within the undeveloped portions of the designation.

URBAN RESIDENTIAL DESIGNATION

Community Facility Uses

It is common for many types of community facility uses to locate in residential neighbourhoods in order to facilitate the social and physical integration of the people served by the facilities as well as to provide direct community access to special facilities. Within the residential areas, such facilities can be designed, located and of a size which will aid this integration. Therefore, most community uses are permitted within the single unit dwelling zone by right with the exception of larger day cares, medical clinics, residential care facilities, senior citizen housing, and fraternal centres and halls. Additional considerations may be required in these cases and, therefore, they will be subject to controls available through the development agreement and rezoning processes.

The amenities offered by residential neighbourhoods and the services offered by centralized commercial development may be beneficial to users of residential care facilities. It is the intention of this strategy to provide for the development of such facilities within the Urban Residential and Commercial Core Designations, provided that compatibility concerns can be adequately addressed. This is best achieved through specific development agreements, as provided for under the Planning Act.

UR-17 Notwithstanding Policies UR-1 and CC-1, within the Urban Residential and Commercial Core Designations, it shall be the intention of Council to consider permitting residential care facilities according to the development agreement provisions of the Planning Act. In considering such an agreement, Council shall have regard to the following:

Policy UR-17 Criteria	Staff Comment
<i>(a) the guidelines of provincial licensing and other regulatory bodies;</i>	Adsum Centre is not required to be licensed under the Homes for Special Care Act.
<i>(b) any special need for on-site facilities which may be required for the intended users of the facilities;</i>	Section 2.10 of the existing 2002 Development Agreement (DA) requires "a secure playground area with playground equipment suitable to the needs of the children living in the facility" on the subject site. Section 3.6.1 of the proposed DA carries forward this requirement. Section 3.6.2 of the proposed DA also requires a designated smoking area on the property.
<i>(c) the design and scale of buildings relative to the surrounding residential neighbourhood;</i>	The design and scale of the existing facility was established under Schedule C of the existing DA which substantially reflected the existing built form of the subject site (the former Alderwood school building).

	<p>Section 3.4 of the proposed DA sets the detailed provisions for the land use of the site including requirements related to lot coverage, building setbacks and maximum height. All of which are in keeping with the requirements of the existing underlying zone – the R-2 zone under the Timberlea/ Lakeside/ Beechville Land Use By-law (LUB).</p> <p>Schedule B of the proposed DA regulates the location of the development on the site by establishing a developable area where all development (buildings, parking areas, etc) is to be located. The developable area is configured to minimize any compatibility concerns with the existing one storey built environment along Greenhead Road.</p>
(d) any other considerations relative to the needs and services provided by the specific facility; and	Adsum Centre was established on the subject site in the early 2000's. This location has been appropriate and suitable for the needs of the facility users to date. Of note is the facilities close proximity to recreation infrastructure and transit.
(e) the provisions of Policy IM-12.	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
(a) that the proposal is in conformity with the intent of this strategy and with the requirements of all other municipal by-laws and regulations.	<p>Policy UR-17 is the enabling policy under which the proposed development can be considered. It has remained unchanged since the existing DA was approved in 2002.</p> <p>In addition to the proposed development being reasonably consistent with Policy UR-17, it will also be subject to meeting relevant municipal by-laws and regulations.</p>
(b) that the proposal is not premature or inappropriate by reason of:	...
(i) the financial capability of the Municipality to absorb any costs relating to the development;	<p>As per Section 1.5.1 of the proposed DA, the developer will be responsible for all costs related to the development.</p> <p>This does not preclude the developer (a registered non-profit society) from obtaining government grants to assist with the development.</p>
(ii) the adequacy of sewer and water services;	<p>The proposed development will be serviced with municipal water and sanitary.</p> <p>Section 4.1.1 of the proposed DA requires the development be in accordance with the most current edition of the Municipal Design Guidelines and Halifax Water Design and Construction Specifications.</p>
(iii) the adequacy or proximity to school, recreation or other community facilities;	<p>The proposal is not expected to place any significant 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"> • The site is located in close proximity to the Beechville-Lakeside-Timberlea Community Centre and Park which is located at 1492 St Margarets Bay Road approximately 600 m north of the subject site. • Any students residing in the facility would attend: <ul style="list-style-type: none"> ▪ Beechville-Lakeside-Timberlea Junior or Senior Elementary School located at 22 and 24 James Street (respectively), Timberlea, which is approximately 5.3 km northwest of the subject site; ▪ Ridgecliff Middle School located at 35 Beech Tree Run, Beechville, which is approximately 2.4 km east of the subject site; or ▪ Sir John A MacDonald High School located at 31 Scholars Road, Upper Tantallon, which is approximately 17 km northwest of the subject site. • The nearest fire station is Station 58 located at 26 Myra Road, Timberlea approximately 1.2 km to the northwest of the subject site. • The nearest transit stop is on the St Margarets Bay Road approximately 550 m north of the subject site served by Halifax Transit routes 21 (Timberlea) and 123 (Timberlea Express).
<i>(iv) the adequacy of road networks leading or adjacent to, or within the development; and</i>	<p>Greenhead Road is a municipally owned and maintained minor collector street. The traffic impact statement submitted in support of this application found that the proposed development is expected to have a negligible impact on the existing road network.</p> <p>The proposed development does not involve any new roads.</p>
<i>(v) the potential for damage to or for destruction of designated historic buildings and sites.</i>	<p>On April 10, 2018 the Province of Nova Scotia designated the Black Refugees Settlement site in Beechville under the Heritage Property Act. The site is located at PID 40160806 approximately 500 m east of the subject site.</p> <p>The proposed development is not anticipated to have any impact on this heritage site.</p>
<i>(vi) the proposed means of handling storm water and general drainage within and from the development. (RC-Oct 30/01;E-Dec 8/01)</i>	<p>Section 3.2.1 of the proposed DA requires the developer to submit a detailed site grading and stormwater management plan prior to the commencement of any site work on the subject site.</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>	...
<i>(i) type of use;</i>	<p>Section 3.3.1 of the proposed development agreement limits the use of the subject site to a residential care facility. The proposed agreement does not permit any additional land uses that are not deemed to be accessory to the residential care facility.</p> <p>In the future, should the use of the property as a residential care facility cease, the uses on the property would need to conform to the underlying zoning.</p>

<p><i>(ii) height, bulk and lot coverage of any proposed building;</i></p>	<p>As discussed under policy criterion UR-17(c) (above), Section 3.4 and 3.5 of the proposed DA sets the parameters regarding the scale and design of the proposed development.</p>
<p><i>(iii) traffic generation, access to and egress from the site, and parking;</i></p>	<p>As stated above under policy criterion IM-11(b)(iv) the proposed development is expected to have a negligible impact on the existing road network.</p> <p>Section 3.7.1 of the proposed DA requires the driveway access to be located at the southernmost point of site frontage on Greenhead Road as per Schedule B (the site plan) to maximize stopping sight distance.</p> <p>Section 3.7.2 of the proposed DA address required parking. Based on demonstrated facility user demand 24 parking spaces are required.</p>
<p><i>(iv) open storage and outdoor display;</i></p>	<p>Currently refuse containers are located prominently and in close proximity to Greenhead Road.</p> <p>Section 4.3.2 of the proposed DA requires outdoor refuse containers to fully screened from view from any street or sidewalk.</p>
<p><i>(v) signs; and</i></p>	<p>Section 3.11 of the proposed DA permits one facia wall sign limited in size to 6.5 square feet the proposed DA requires signage to adhere to the requirements of the LUB.</p>
<p><i>(vi) any other relevant matter of planning concern.</i></p>	<p>No other planning concerns have been identified.</p>
<p><i>(d) that the proposed site is suitable in terms of steepness of grades, soil and geological conditions, locations of watercourses, potable water supplies, marshes or bogs and susceptibility to flooding.</i></p>	<p>This policy criterium was also considered previously when the existing 2002 development agreement was reviewed and approved.</p> <p>A watercourse (stream) is present on the northern portion of the subject site. Section 1.2.1 of the proposed DA requires adherence to the watercourse setbacks and buffers of the LUB.</p> <p>Further, Part 5 of the proposed DA 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 Timberlea/ Lakeside/ Beechville

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 shall carry their customary meaning except for those defined hereinafter:

- 2.54 RESIDENTIAL CARE FACILITY means a building or place or part of a building in which accommodation and nursing, supervisory and/or personal care is provided, or is made available for more than three persons with social health, legal, emotional, mental or physical handicaps or problems, and includes such facilities as are licensed by the Homes for Special Care Act, the Children's Services Act, or by any other provincial legislation, but does not include any public or private hospital or sanatorium, or a jail, prison or reformatory, or a hostel.

PART 3: ZONES AND ZONING MAPS

3.6 OTHER USES CONSIDERED BY DEVELOPMENT AGREEMENT

Notwithstanding Section 3.5 above, certain uses which may not be uses permitted in any zone may be considered in accordance with the development agreement provisions of the Planning Act. As provided for by Policy IM-10 of the Municipal Planning Strategy for Timberlea/Lakeside/Beechville and the **Regional Municipal Planning Strategy for Halifax Regional Municipality (RC-Jun 25/14;E-Oct 18/14)**, such uses are as follows:

- (e) residential care facilities;

PART 4: GENERAL PROVISIONS FOR ALL ZONES

4.5 ONE MAIN BUILDING ON A LOT

No person shall erect more than one (1) main building on a lot within any zone except for buildings within an I-1 (Light Industry Zone), C-2 (General Commercial) Zone, C-3 (Service Business) Zone, P-2 (Community Facility) Zone or buildings related to resource or industrial uses within an MR-1 (Mixed Resource) Zone.

PART 8: R-2 (TWO UNIT DWELLING) ZONE

8.1 R-2 USES PERMITTED

No development permit shall be issued in any R-2 (Two Unit Dwelling) Zone except for the following:

Residential Uses

Single unit dwellings

Two unit dwellings

Daycare facilities for not more than fourteen (14) children in conjunction with permitted single unit dwellings;

Home child care services for not more than five (5) (HWCC-Sep 23/13; E-Oct 12/13) children in conjunction with permitted two unit dwellings (MC-Jan 24/96; E-Feb 17/96)

Business uses in conjunction with permitted dwellings

Community Uses

Open space uses

Institutional uses except day care facilities, medical clinics and fraternal centres and halls

8.2 R-2 ZONE REQUIREMENTS: RESIDENTIAL USES

In any R-2 Zone, where uses are permitted as Residential Uses, no development permit shall be issued except in conformity with the following:

Minimum Lot Area:	6,000 square feet (558 m ²), or 3,000 square feet (279 m ²) per dwelling unit where each dwelling unit of a two unit dwelling is located on a separate lot and where central services are available 20,000 square feet (1858 m ²) where central services are not available
Minimum Frontage:	60 feet (18.3 m), or 30 feet (9.1 m) per unit where each dwelling unit of two unit dwelling is located on a separate lot and where central services are available 100 feet (30.5 m) where central services are not available
Minimum Front or Flankage Yard Minimum Rear or	24 feet (7.3 m)

Side Yard	8 feet (2.4 m) and 0.0 feet (0.0 m) from the side being common with another dwelling unit
Maximum Lot Coverage	35 percent
Maximum Height of Main Building	35 feet (10.7 m)

8.3 OTHER REQUIREMENTS: BUSINESS USES

Where business uses are permitted in any R-2 Zone, the following shall apply:

- (a) Any business shall be wholly contained within the dwelling which is the principal residence of the operator of the business.
- (b) No more than twenty-five (25) percent of the gross floor area shall be devoted to any business use, and in no case shall any business use occupy more than three hundred (300) square feet (27.8 m²).
- (c) No mechanical equipment shall be used except that which is reasonably consistent with the use of a dwelling and which does not create a nuisance by virtue of noise, vibration or glare.
- (d) No open storage or outdoor display shall be permitted.
- (e) No more than (1) sign shall be permitted for any business and no such sign shall exceed two (2) square feet (.2m) in area.
- (f) One (1) off-street parking space, other than that required for the dwelling, shall be provided for every one hundred and fifty (150) square feet (14 m²) of floor area devoted to any business.
- (g) **No exterior alterations to the dwelling shall be permitted except to meet fire safety, structural safety, or health regulations, or to place a sign pursuant to 8.3 (e). (MC-Jan 24/96; E-Feb 17/96)**

8.4 ARCHITECTURAL REQUIREMENT: TWO UNIT DWELLINGS

Where two unit dwellings are permitted in any R-2 Zone, the following architectural requirements shall apply:

- (a) **No electrical utility meter shall be attached to the front face of any main building.**
- (b) **No exterior conduits for electrical service shall be located along the front face of any permitted dwelling beyond a distance of one (1) foot below the soffit line of the main roof. (C-Nov 8/93; E-Dec 4/93)**

8.5 OTHER REQUIREMENTS: DAY CARE FACILITIES

Where day care facilities are permitted in any R-2 Zone, the following shall apply:

- (a) With the exception of outdoor play space, any day care facility shall be wholly contained within the dwelling, which is the principal residence of the operator of the facility.
- (b) Except for play equipment, no open storage or outdoor display shall be permitted.

- (c) No more than one (1) sign shall be permitted for any facility and no such sign shall exceed two (2) square feet (.2 m²) in area.
- (d) One off-street parking space, other than that required for the dwelling, shall be provided.

8.6 R-2 ZONE REQUIREMENTS: COMMUNITY USES

In any R-2 Zone, where uses are permitted as Community Uses, no development permit shall be issued except in conformity with the provisions of Part 18 and Part 19 as are applicable.

8.7 EXCEPTION: EXISTING R-2 ZONED LOTS

Notwithstanding the minimum front or flankage yard requirements of Section 8.2, where uses are permitted as residential uses on any lands which are zoned R-2 (Two Unit Dwelling) Zone and shown on a tentative or final subdivision plan approved on or before the effective date of this By-law, the minimum front or flankage yard may be reduced to twenty (20) feet.

Attachment E:
Excerpts from the Halifax Regional Municipal Planning Strategy

3.6 HOUSING DIVERSITY AND AFFORDABILITY

In Nova Scotia, the Provincial Government is the leader in the provision of social services and subsidized housing and is moving forward with mixed market, mixed tenure developments in HRM and elsewhere. HRM can also play an important role in supporting housing affordability and social inclusion through policies and regulations. Opportunities may also arise through participating in partnerships or programs with housing organizations, the Province or the Government of Canada.

- S-30 When preparing new secondary planning strategies or amendments to existing secondary planning strategies to allow new developments, means of furthering housing affordability and social inclusion shall be considered including:
- a) creating opportunities for a mix of housing types within designated growth centres and encouraging growth in locations where transit is or will be available;
 - b) reducing lot frontage, lot size and parking requirements;
 - c) permitting secondary **and backyard** suites in all residential areas; **(RC-Sep 1/20;E-Nov 7/20)**
 - d) permitting homes for special care of more than three residents of a scale compatible with the surrounding neighbourhood;
 - e) permitting small scale homes for special care as single unit dwellings and eliminating additional requirements beyond use as a dwelling;
 - f) introducing incentive or bonus zoning in the Regional Centre;
 - g) allowing infill development and housing densification in areas seeking revitalization; and,
 - h) identifying existing affordable housing and development of measures to protect it.
- S-31 Where Provincial strategies or programs are made in support of affordable housing, HRM may consider means to further or complement such strategies or programs through its programs, policies or regulations.
- S-32 HRM may consider partnerships or financial support for housing organizations.
- S-33 HRM shall monitor housing and demographic trends to assist in determining future housing needs.
- S-34 HRM shall investigate other means of supporting affordable housing including reducing or waiving of fees.
- S-35 HRM shall, through the applicable land use by-laws, permit secondary suites and backyard suites in all zones that permit low density residential uses, including single**

unit, two-unit, and townhouse dwellings. Land use by-law requirements shall ensure that the secondary suite and backyard suite remain accessory to the main dwelling. (RC-Sep 1/20;E-Nov 7/20)

S-36 Existing policies and land use provisions for secondary dwellings established under Secondary Planning Strategies will continue to exist in addition to those land use provisions created under policies S-35 and S-36, subject to a maximum of one secondary dwelling permitted on a lot. (RC-Sep 1/20;E-Nov 7/20)



Priority 2

ENSURE SAFE PLACES

Priority Objectives	Actions (Years 1-5)	Priority Outcome Team	Key Stakeholders (To be modified as required)	Indicators (Figures in parentheses are baseline values)
2.1 Preserve and grow the supply of affordable and emergency housing	19. Retain and grow the supply of non-market housing (public housing, non-profit housing, co-operative housing) and affordable market housing.	Social Development	Province of NS / Business Community / Not-for-Profit Sector / Government of Canada	Chronically or episodically homeless individuals (133 in 2014) ²⁴ Supply of non-market housing (4% in 2015) ²⁵
	20. Provide diverse, barrier-free, affordable, safe housing options to match our demographic profile.	Social Development	Province of NS / Business Community / Not-for-Profit Sector / Government of Canada	Emergency shelter beds (206 in 2015) ²⁶ Households on housing affordability threshold (41,785 in 2011)
	21. Ensure the availability of drop-in services and warming/cooling centres for vulnerable, street-involved residents.	Social Development	Province of NS (Community Services / Not-for-Profit Sector)	Households in extreme housing poverty (20,000 in 2011)
	22. Increase the supply of affordable emergency housing and transitional housing.	Social Development	Province of NS / Not-for-Profit Sector / Government of Canada	Public housing units (4,122 in 2015) ²⁷ Rent supplement housing units (500 in 2015) ²⁸
	23. Enforce residential occupancy standards and hold landlords accountable for sub-standard housing.	Social Development	Province of NS	Cooperative housing units (1,004 in 2015) ²⁹ Waiting list for subsidized housing (2,200 in 2015) ³⁰
	24. Monitor emerging homelessness trends and support initiatives to address chronic and episodic homelessness.	Social Development	Province of NS / Not-for-Profit Sector / Government of Canada	Housing First capacity (60 in 2017) ³¹ Residential occupancy inspection (686 in 2016) ³²

1 in 4 Violent crime incidents happen at the victim's workplace.⁷⁶