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Item No. 13.1.1
North West Community Council
January 16, 2023

TO: Chair and Members of North West Community Council

SUBMITTED BY: Original Signed

Kelly Denty, Executive Director of Planning and Development

DATE: December 21, 2022

SUBJECT: **Case 23720: Development Agreement for lands at 9 Crestfield Drive, Hammonds Plains**

ORIGIN

Application by Zzap Consulting on behalf of Hartie Investments Inc.

LEGISLATIVE AUTHORITY

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

RECOMMENDATION

It is recommended that North West Community Council:

1. Give notice of motion to consider the proposed development agreement, as set out in Attachment A, to enable a 53-unit seniors housing development at the corner of Crestfield Drive and Hammonds Plains Road and schedule a public hearing;
2. Approve the proposed development agreement, which shall be substantially of the same form as set out in Attachment A; and
3. Require the development 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

Zzap Consulting is applying to develop a senior citizen housing project at 9 Crestfield Drive in Uplands Park, Hammonds Plains. The proposed development consists of a 3-storey multiple unit building containing 29 units and 24 bungalow-style townhouses on approximately 2.15 hectares (5.32 acres) of land. This form of residential development can only be considered in this area by development agreement in accordance with Policy P-39 of the Beaver Bank, Hammonds Plains and Upper Sackville Municipal Planning Strategy (MPS). In August of 2022, Regional Council replaced Policy P-39 with Policy P-39A for Shared Housing with Special Care. However, Policy P-154 of the MPS allows completed planning applications filed prior to July 12, 2022 to continue to be considered under the policies in effect immediately prior to that date. This proposal was considered a complete planning application on July 6, 2021 and therefore is being considered under the previous policy P-39, which is included within Attachment B.

Subject Site	PIDs 40817363, 00420547 and a small portion of 00422279 located at 9 Crestfield Drive, Hammonds Plains
Location	Southwest corner of Crestfield Drive and Hammonds Plains Road in Uplands Park
Regional Plan Designation	RC (Rural Commuter)
Community Plan Designation (Map 1)	R (Residential) under the Beaver Bank, Hammonds Plains and Upper Sackville Municipal Planning Strategy (MPS)
Zoning (Map 2)	R-1 (Single Unit Dwelling) under the Beaver Bank, Hammonds Plains and Upper Sackville Land Use By-law (LUB)
Size of Site	Approximately 2.15 hectares (5.32 acres)
Proposed Crestfield Street Frontage	Approximately 30.5 metres (100 feet)
Hammonds Plains Road Frontage (Proposed Flankage Yard)	Approximately 49 metres (160 feet)
Current Land Use(s)	Vacant and a portion is used as a gravel parking lot. The remainder of the lot has been cleared.
Surrounding Use(s)	To the north and north-east is the former St. James Catholic Church and the Hammonds Plains Road. To the south and west, is predominantly low density residential uses with Uplands Park located across the street (Crestfield Drive).

Proposal Details

The major aspects of the proposal include a total of 53 units in the following form:

- 29-unit multiple unit dwelling. Within the multiple unit dwelling 12 of the 29 units are proposed to be designed with wide hallways, lowered outlets, levered handles, and roll-in showers for barrier-free design in accordance with the National Building Code;
- 24 bungalow-style townhouse units in 3 blocks of 4 units and two blocks of 6 units;
- One community centre/guest house, a gazebo, community garden, and outdoor recreation space with an interconnected walkway system;
- Serviced by central water and an on-site sewer system;
- Walkway connecting the proposed development with Crestfield Drive; and
- A shared driveway access off Crestfield Drive.

Enabling Policy and LUB Context

The property is within the Residential Designation which is intended to support the low-density residential environment and associated community facilities. This property and the adjacent property to the north was previously owned by the former St. James Catholic Church and was zoned P-2 (Community Facility) Zone. The P-2 Zone does not permit the as-of-right development of seniors housing designed for independent living. Policy P-39A of the MPS allows Council to consider senior citizen housing within the Residential

Designation through the provisions of a development agreement. Senior citizen housing is defined under the LUB as housing designed for occupancy by senior citizens.

Shared Housing

On August 9, 2022 Regional Council adopted a comprehensive set of housing policies and regulations for shared housing. This includes housing designed for seniors, those in need of support or personal care, those in need of affordable housing options or those seeking a group-style living arrangement. This approach will allow for greater flexibility when designing the inside of a residential building to allow for new forms of living, while still requiring the outside of the building to meet the established built form rules in the neighbourhood. The inclusion of shared housing allows a greater variety of housing forms across the municipality, particularly in residential areas. Policy P-39 within the MPS was replaced with Policy P-39A, which now allows shared housing with special care by development agreement. The definition for shared housing with special care replaced terms related to residential care use, long term care, assisted care or housing targeted to seniors and the intent is to ensure developments of shared housing with special care are targeted to residents who require additional care or require a higher building standard to include additional accessibility and safety features.

Further, to allow complete applications for senior citizen housing development agreements currently under consideration by the Municipality, Policy P-154 was adopted which allows this application (Case 23720) an additional 36 months for consideration under the older policy under which the application was first made.

COMMUNITY ENGAGEMENT

The community engagement process is consistent with the intent of the HRM Community Engagement Strategy. The level of community engagement was achieved through providing information and seeking comments through the HRM website, signage posted on the subject site, and a mailout to property owners within the notification area in November 2021. Feedback received suggested that the public has mixed feelings towards the proposal. Some residents expressed full support for additional senior citizen housing and residential units in the area to meet the needs of the community, while others voiced concerns. The public concerns received included the following topics and a detailed outline is provided in Attachment C:

- Traffic impacts and concerns and the need for traffic lights specifically related to the intersection of Crestfield Drive and Hammonds Plains Road;
- Loss of a parking area the community used to gain access to the Village of Uplands Park;
- Concerns about the impacts blasting for the development may have on neighbouring properties;
- Potential for area flooding after the removal of vegetation for development; and
- Loss of wildlife habitat.

A public hearing must be held by North West Community Council (NWCC) before they can consider approval of the proposed development agreement. Should NWCC decide to proceed with a public hearing on this application, in addition to the web-posted advertisement, property owners within the notification area shown on Map 3 will be notified of the hearing by regular mail.

The proposal will potentially impact local residents and property owners.

North West Planning Advisory Committee

On February 2, 2022, the North West Planning Advisory Committee (NWPAC) recommended that the application be approved by the NWCC with consideration given to the following:

- Addressing any water issues to ensure existing homes are not negatively impacted;
- Constructing accessible walkways and connections; and
- Ensuring the septic system is maintained adequately.

A report from the NWPAC to Community Council is provided under separate cover. It should be noted that this recommendation was made in advance of recent changes to the *HRM Charter* which removed the ability of Council to seek the advice of the NWPAC on planning applications for a three year period. Where

these recommendations were made before the Charter amendment, their recommendations are provided in this report.

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 development may occur. The proposed development agreement addresses the following matters:

- Maximum number of senior citizen housing units and the form;
- Controls regarding the design of the units for occupancy by senior citizens;
- Amenity areas for use of residents of the development;
- Driveway access for the development;
- Pedestrian access to Crestfield Drive and internal walkways designed for pedestrian safety and access;
- Parking for visitors and support services;
- Landscaping;
- Servicing the development with central water and private on-site sewage disposal; and
- Deadlines for commencement and completion of the development.

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

Architectural Design (Policy P-39a)

The proposed development agreement includes controls for building height, bulk, and scale to ensure compatibility with the surrounding residential area. The proposed multiple unit dwelling is situated the furthest away from the existing single unit dwelling neighbourhood and is a maximum of three stories in height which is the maximum permitted building height in the surrounding area. Existing single unit dwellings to the south of the site are single story in height. The proposed townhouses are single story to provide compatibility with the adjacent single unit dwellings and to provide a transition between the multiple unit building and the existing single unit dwellings fronting on Crestfield Drive. The total building footprint of the proposed development in this compact form is 20% which is consistent with the surrounding area.

The proposed buildings have roof lines that are compatible with the surrounding area. The recessions along the townhouse blocks and the use of materials, design and the gabled entry ways to the multiple-unit building break up the form and mass of the structure to create a compatible scale.

Landscaping and Amenities (Policy P-39b&c)

The proposed development agreement requires construction of a berm and privacy fencing for a visual screen along the rear property lines of the the single unit dwellings fronting on Crestfield Drive. Existing vegetation will be retained at the end of the site near the outdoor recreation area which will screen the proposed development from the last four lots fronting on Crestfield Drive at the southend of the site. An outdoor community recreation area and community garden is situated at the southern end of the site and a small recreation centre will be developed on the northern side of the site to provide accessible social and recreation gathering spaces for residents and their visitors.

In addition to the parking required for senior citizen housing under the LUB, parking for visitors and support staff is provided and well integrated in the design with surrounding landscaping features. Staff advise that these measures support occupancy of the development by senior citizens as well as maintain adequate separation from the low density residential development to the southwest.

Proximity to Commercial and Community Uses (Policy P-39d)

The enabling policy sets out a preference for the location of senior citizen housing to have access to commercial and community facility uses. The proposed development is in an ideal location, as commercial and community facility uses are located nearby at the Kingswood Business Centre and Plaza. A grocery store, pharmacy, restaurants, personal service shops, and clinics are within walking distance of the site. Park facilities are located directly across Crestfield Drive from the front driveway of the proposed development. The developer is constructing a sidewalk to provide access from the development to Crestfield Drive and the park and community and commercial facilities. There is a bus stop on Hammonds Plains Road which provides additional access to services and amenities throughout the region.

Policy P-39 does not provide any specific guidance on a maximum density for a proposed senior citizen housing development. However, compatibility with the surrounding residential area is key (P-137- *any other relevant matter of planning concern*). In this instance, the surrounding residential area is at a higher density than what is typically seen in rural areas serviced with on-site septic. This is due to the surrounding area being serviced with municipal water and the Upland Park Sewage Treatment Facility. Given this context, it is reasonable to consider a higher density (10 units/acre) than what is typically seen in other projects in the rural areas of HRM. Further, this proposal is in an ideal location for access to commercial and community facilities.

Road Network and Site Access (P-137b)

The submitted Traffic Impact Statement (TIS) was deemed acceptable by HRM Development Engineering and Traffic Services. The scope of the TIS was expanded to include the anticipated traffic from the proposed development at this site, the approved seniors' housing development on Kenwood Avenue, and the proposed development of a Frenchy's store across Hammonds Plains Road on Majestic Court. The cumulative impact of these proposed developments, with the proposed development of this site is not expected to generate enough traffic to warrant the installation of traffic lights at the intersection of Crestfield Drive and Hammonds Plains Road.

The TIS forecast for new trips was estimated to be 22 trips/hour during the weekday morning peak period and 27 trips/hour during the weekday afternoon. This is considered a marginal traffic operational impact on existing road systems which is acceptable by Engineering. The proposed driveway meets all sight-line requirements and increases the clearance from the intersection of Crestfield Drive and Hammonds Plains Road.

Water and Wastewater Services (P-137b)

The proposed development will be serviced by an on-site sewer system in accordance with the Nova Scotia On-site Sewage Disposal Regulations. The Development Agreement requires that all appropriate approvals from NS Environment and Climate Change are received prior to receiving a development permit. The site is within the Water Service Area and therefore is serviced with central water.

Housing Designed for Seniors

The Municipality has the authority to create policy aimed at addressing social conditions but is not able to regulate tenancy. Restricting tenancy by age would be considered discriminatory under the *NS Human Rights Act*. However, a developer or property owner may market buildings for seniors and the Municipality may establish design requirements that may appeal to the needs of an older demographic provided they do not discriminate against other groups or individuals. In the case of this proposed development, the use of land is senior citizen housing in the form of townhouse dwellings and a multiple unit dwelling designed to respond to individuals who may need personalized services or help with activities of daily living. Twelve of the 29 multiple unit dwellings are also designed with features that facilitate barrier-free access for persons requiring features such as wider hallways and roll-in showers.

It is also acknowledged the density proposed provides an economy of scale that allows the establishment of additional on-site facilities that support individuals who, regardless of their age, may need personalized

services. This density at this location in proximity to community facilities and shops is also efficient to service with transit.

Signing Period and Subdivision

While development agreements are typically required to be signed within 120 days, staff recommend doubling this time period to 240 days. The recommended extension provides time for completing a subdivision application which is required prior to the registration of the proposed development agreement. Specifically, PIDs 40817363, 00420547 and a small portion of 00422279 are to be consolidated to create one parcel which will allow registration of the development agreement at the Nova Scotia Land Registry.

Priorities Plans

In accordance with Policy G-14A of the Halifax Regional Plan, this planning application was assessed against the objectives, policies and actions of the priorities plans, inclusive of the Integrated Mobility Plan, the Halifax Green Network Plan, HalifACT, and Halifax's Inclusive Economic Strategy 2022-2027. While these priority plans often contain policies which were originally intended to apply at a regional level and inform the development of Municipal Planning Strategy policies, there are still components of each plan which can and should be considered on a site by site basis. Where conflict between MPS policy and priority plan policy exists, staff must weigh the specificity, age, and intent of each policy, and consider how they would be applied to a specific geographic context. In this case, the proposed development does not conflict with any specific objectives, policies or actions of the priorities plans.

Conclusion

Staff has 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 development recognizes the need for senior citizen housing in the area, is designed for occupancy by senior citizens with consideration of adjacent land uses and is located on a site in proximity to commercial and community facility uses. Therefore, staff recommends that the North West Community Council approve the proposed development agreement.

FINANCIAL IMPLICATIONS

There are no financial 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 2022-2023 operating budget for HRM Planning and Development.

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*.

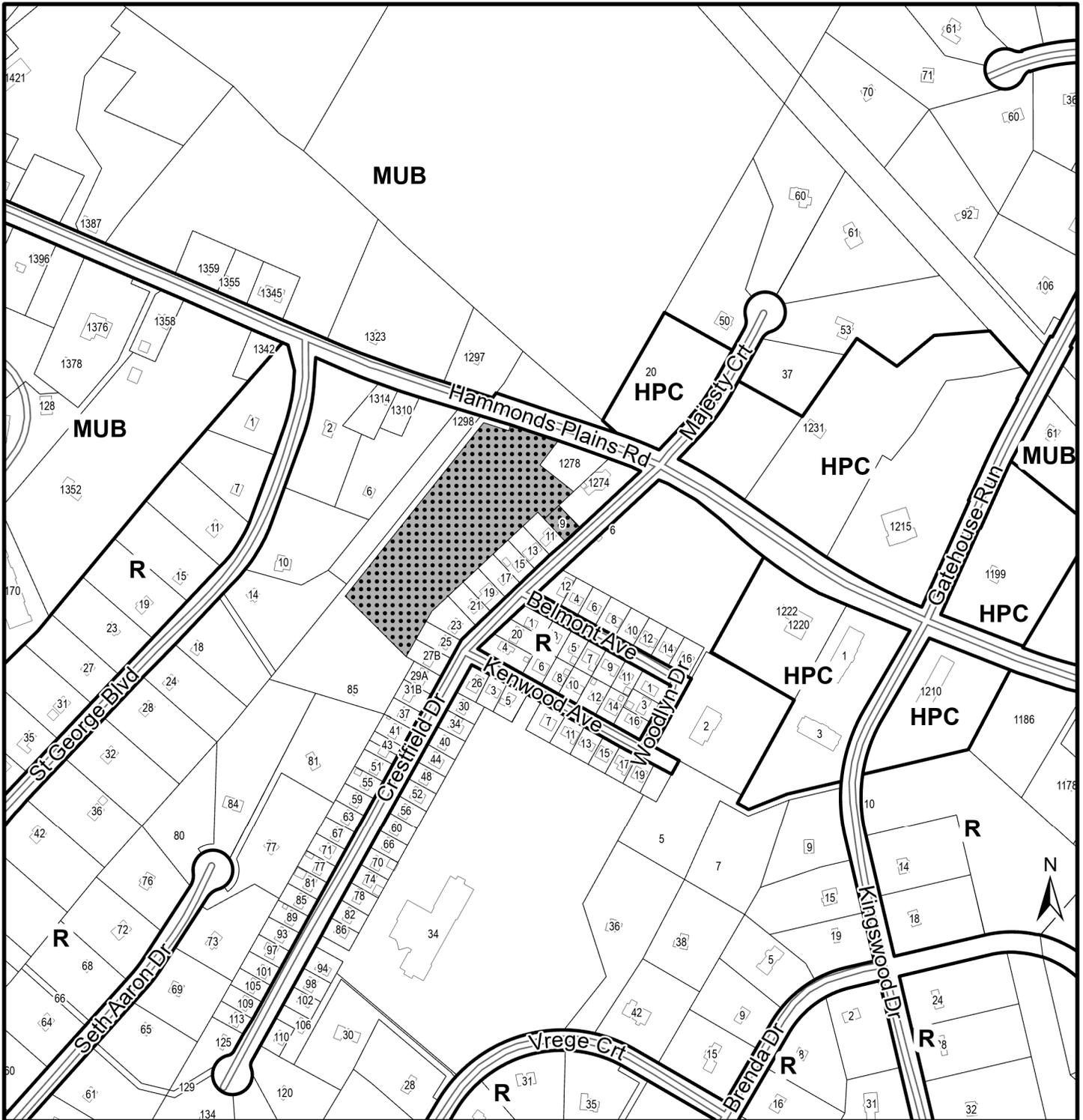
2. North West Community Council may choose to refuse the proposed development agreement, and in doing so, must provide reasons why the proposed agreement does not reasonably carry out the intent of the MPS. A decision of Council to refuse the proposed development agreement is appealable to the N.S. Utility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

ATTACHMENTS

Map 1:	Generalized Future Land Use
Map 2:	Zoning
Map 3:	Notification Area
Attachment A:	Proposed Development Agreement
Attachment B:	Review of Relevant MPS Policies
Attachment C:	Engagement Summary

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: Maureen Ryan, Planner III, 782.640.0592



Map 1 - Generalized Future Land Use

9 Crestfield Dr,
Hammonds Plains

 Subject Area

Beaver Bank, Hammonds Plains
and Upper Sackville Plan Area

HALIFAX

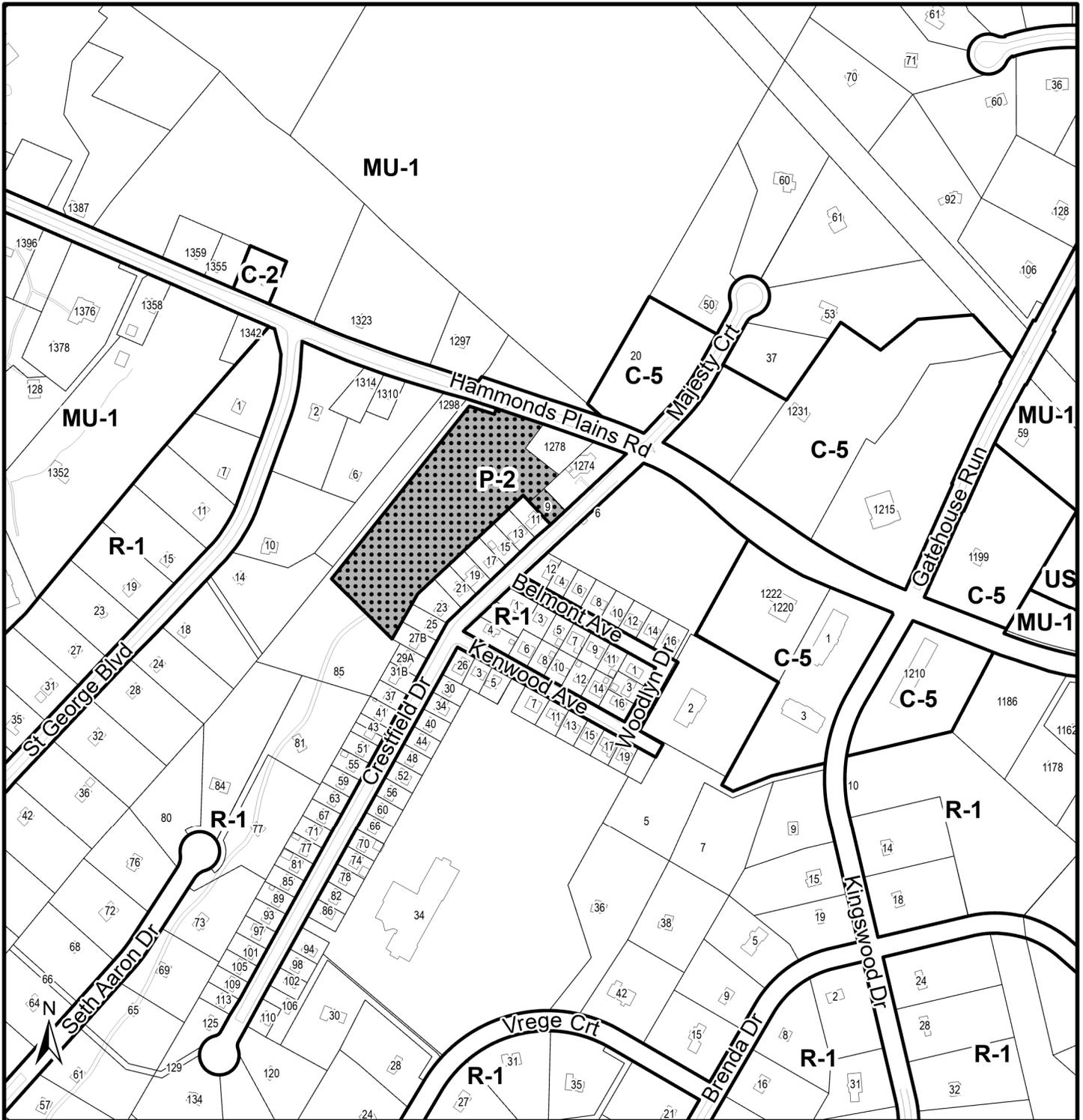


Designation

MUB	Mixed Use B
R	Residential
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.



Map 2 - Zoning and Notification Area

9 Crestfield Dr.,
Hammonds Plains

HALIFAX

-  Subject Area
-  Area of Notification

Zone

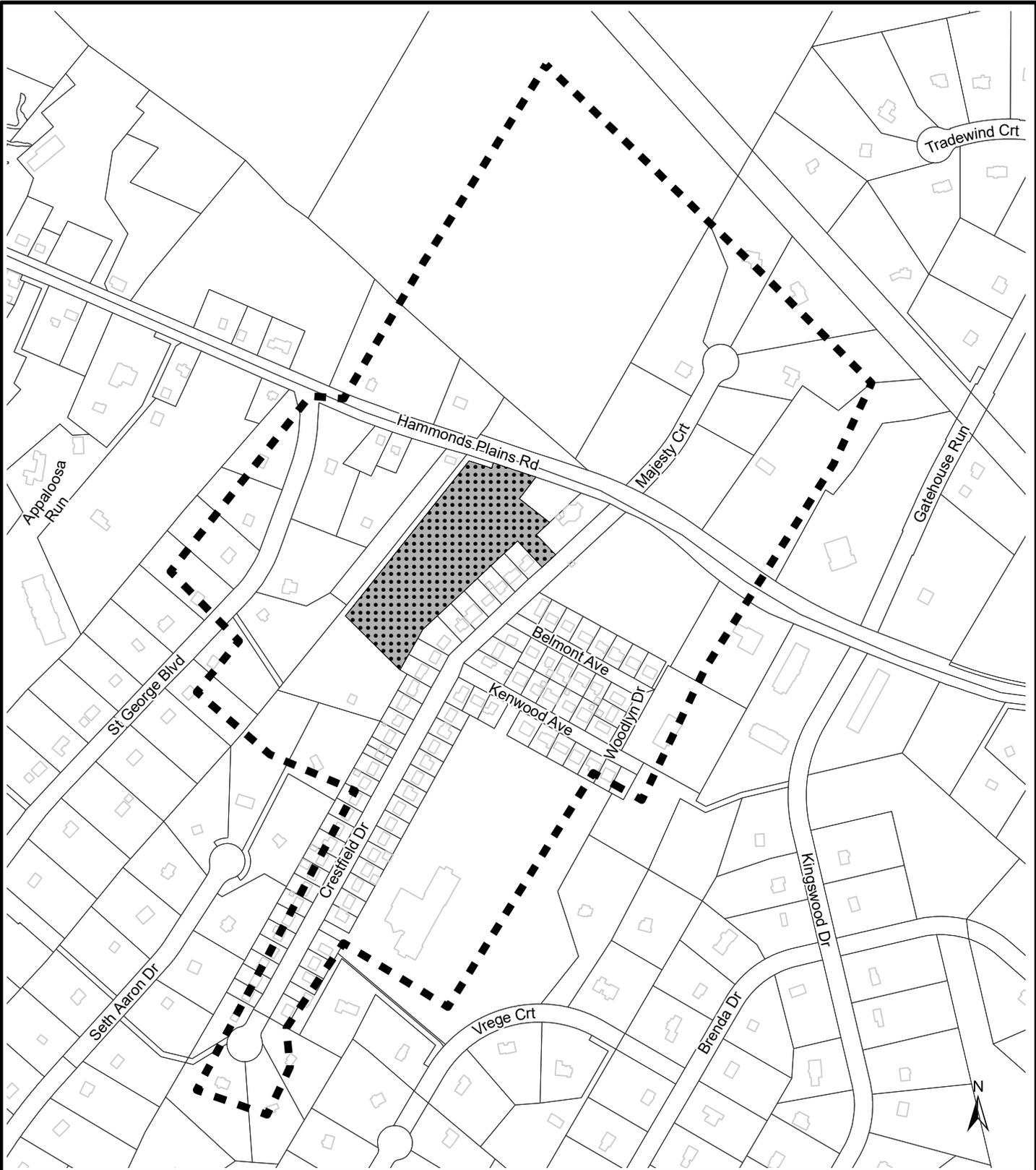
- R-1 Single Unit Dwelling
- MU-1 Mixed Use 1
- C-2 General Business
- C-5 Hammonds Plains Commercial
- P-2 Community Facility
- US Urban Settlement



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

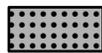
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Beaver Bank, Hammonds Plains and
Upper Sackville Land Use By-Law Area



Map 3 - Notification Area

9 Crestfield Drive,
Hammonds Plains

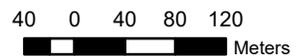


Subject Property



Notification Area

HALIFAX



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

**ATTACHMENT A
PROPOSED DEVELOPMENT AGREEMENT**

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

BETWEEN:

HARTIE INVESTMENTS INC. 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 9 Crestfield Drive, Hammonds Plains (**PIDs INSERT NEW PID**) 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 development on the Lands pursuant to the provisions of the *Halifax Regional Municipality Charter* and pursuant to Policy P-39, P-154 of the Beaver Bank, Hammonds Plains and Upper Sackville Municipal Planning Strategy and Section 3.6 of the Beaver Bank, Hammonds Plains and Upper Sackville Land Use By-law;

AND WHEREAS the North West Community Council approved this request at a meeting held on **[Insert - Date]**, referenced as Municipal Case Number **23720**;

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

PART 1: GENERAL REQUIREMENTS AND ADMINISTRATION

1.1 Applicability of Agreement

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

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

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

1.3 Applicability of Other By-laws, Statutes and Regulations

- 1.3.1 Further to Section 1.2, nothing in this Agreement shall exempt or be taken to exempt the Developer, lot owner or any other person from complying with the requirements of any by-law of the Municipality applicable to the Lands (other than the Land Use By-law to the extent varied by this Agreement), or any statute or regulation of the Provincial/Federal Government and the Developer or Lot Owner agree(s) to observe and comply with all such laws, by-laws and regulations, as may be amended from time to time, in connection with the development and use of the Lands.
- 1.3.2 The Developer shall be responsible for securing all applicable approvals associated with the on-site and off-site servicing systems required to accommodate the development, including but not limited to, water supply system, sanitary sewage treatment, 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, if not defined in these documents their customary meaning shall apply.

PART 3: USE OF LANDS 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 23720:

Schedule A	Legal Description of the Lands(s)
Schedule B	Site Plan
Schedule C	Preliminary Landscape Plan
Schedule D	Preliminary Elevations Multiple Unit Dwelling (A-4, A-5, A-6, and A-7)
Schedule E	Preliminary Elevations Townhouses (A002 and A300)
Schedule F	Preliminary Elevation Recreation Centre (A004)

3.2 Requirements Prior to Approval

- 3.2.1 Prior to the commencement of any site work including earth movement or tree removal other than that required for preliminary survey purposes, the Developer shall provide confirmation to the Development Officer, unless otherwise permitted by the Development Officer, that non-disturbance areas have been delineated on site. Such demarcations shall be maintained by the Developer or future property owner(s) for the duration of the construction and may be removed after the issuance of an Occupancy Permit for the dwellings.
- 3.2.2 Prior to the issuance of a Development Permit, unless otherwise permitted by the Development Officer, the Developer shall provide an approval from the Nova Scotia Department of Environment and Climate Change for the on-site private sanitary sewer system.
- 3.2.3 Prior to the issuance of the first the Occupancy Permit for the building, unless otherwise approved by the Development Officer, the Developer shall provide written confirmation from a qualified professional which the Development Officer may accept as sufficient record of compliance with the Landscape Plan in Schedule C.
- 3.2.4 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 of the Lands permitted by this Agreement are the following and are as generally shown on Schedule B:

- (a) A senior citizen housings development consisting of:
 - (i) a three storey 29-unit multiple unit dwelling; and
 - (ii) single storey townhouses consisting of a total of 24-units with townhouse blocks of 6-units and 4-units as shown on Schedule B.
- (b) A community recreation house for the propose of providing indoor recreation activities, community events or gatherings and will include an office and guest suite; and
- (c) Accessory buildings and structures.

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

3.4 Building Siting

3.4.1 The multiple unit dwelling, townhouse and community recreation house siting, bulk and scale shall comply with the following:

- (a) the buildings shall be located on the site as generally outlined on Schedule B; and
- (b) each multiple unit dwelling unit and townhouse unit shall not have more than two bedrooms.

3.4.2 Community recreation house shall comply with the following:

- (a) the footprint shall not exceed 297 square metres (3200 square feet);
- (b) the building shall not exceed a single story; and
- (c) the building shall be located on the site as outlined on Schedule B.

3.4.3 Accessory buildings shall comply with the following:

- (a) the total combined footprint of any accessory building(s) not associated with a Townhouse Unit, shall not exceed 93 square metres (1000 square feet);
- (b) the footprint of any accessory building for any Townhouse Unit, shall not exceed 37 square metres (400 square feet);
- (c) the maximum height of any accessory buildings shall not exceed 4.6 metres (15 feet); and,
- (d) the minimum separation distance from any dwelling unit shall be 2.4 metres (8 feet).

3.5 Architectural Requirements

- 3.5.1 The architectural design of the Development shall be in general conformance with the elevation drawings shown in Schedules D, E and F.
- 3.5.2 Main entrances shall be clearly lit, covered and be accessible with ramps or at grade.
- 3.5.3 Townhouse units shall be bungalow-style.
- 3.5.4 Townhouse blocks shall be as illustrated on Schedule B.
- 3.5.5 Notwithstanding subsections 3.5.1 and 3.5.4, the arrangement of window, balconies and exterior features may be altered to accommodate the interior layout of the building, provided that the arrangement is consistent with the general architectural intent of the Schedules, and under no circumstances shall the arrangement create a condition which results in large blank or unadorned walls.
- 3.5.6 Accessory buildings or structures for shared use by residents of the development shall be fully accessible with entrances at grade or with ramps to accommodate mobility devices.
- 3.5.7 All functional elements such as vents, down spouts, flashing, electrical conduits, metres, and service connections shall be treated as integral parts of the design.
- 3.5.8 An attached garage shall be provided for each townhouse dwelling unit.
- 3.5.9 Buildings shall be designed such that the mechanical systems (HVAC, exhaust fans, etc.) are not visible from Crestfield Drive, Hammonds Plains Road or abutting residential properties but may be placed on rooftops or at ground level if it is screened. 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.
- 3.5.10 Fixed or retractable awnings are permitted at ground floor levels provided the awnings are designed as an integral part of the building façade.
- 3.5.11 All roof mounted mechanical or telecommunication equipment shall be visually integrated into the Roof design or screened from public view.

3.6 More than One Dwelling on a Lot

- 3.6.1 More than one (1) dwelling shall be permitted on a lot.

3.7 Parking, Circulation and Access

- 3.7.1 Parking for the development shall include the following:
 - (a) a minimum of 29 underground parking spaces in the multiple unit dwelling;
 - (b) one parking space per townhouse; and
 - (c) a minimum of 31 surface parking spaces as illustrated on Schedule B.
- 3.7.2 Further to the requirements of 3.7.1, additional outdoor parking shall be provided for support services and visitors and shall be sited as generally illustrated on Schedule B.
- 3.7.3 All parking areas shall be hard surfaced.

- 3.7.4 Parking shall not be permitted along the proposed driveway as shown on Schedule B and C.
- 3.7.5 Sidewalks shall be provided as generally shown on Schedules B and C. The sidewalks shall be:
- (a) located to provide safe and accessible pedestrian access to the buildings from the parking areas and from the street;
 - (b) extended to Crestfield Drive on PID 00422279 (Existing Church Site) as shown on the Schedules;
 - (c) surfaced with a non-slip material, such as concrete, or any other suitable material to clearly delineate pedestrian walkways from vehicle circulation areas; and
 - (d) continuous, well-lit, free of obstruction, with low curbs, and accommodate mobility devices such as walkers, wheelchairs and scooters.

3.8 Outdoor Lighting

- 3.8.1 Lighting shall be directed to driveways, parking areas, loading area, building entrances, sidewalks and walkways and shall be arranged so as to divert the light away from streets, adjacent lots and buildings. Different purpose-oriented lighting shall be provided, such as flush mount lighting for building accent, or ground-oriented lighting along sidewalks and walkways. Lighting shall comprise full cut-off fixtures that are properly shielded to reduce the spillover of lighting onto adjacent properties.

3.9 Landscaping

- 3.9.1 Prior to the issuance of a Development Permit, the Developer agrees to provide Landscape Plan which complies with the provisions of this section and conforms with the overall intentions of the Preliminary Landscape Plan shown on Schedule C. The Landscape Plan shall be prepared by a Landscape Architect (a full member, in good standing with Canadian Society of Landscape Architects) and comply with all provisions of this section.
- 3.9.2 Prior to issuance of the first Occupancy 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.
- 3.9.3 Privacy screening shall be provided on the site, as shown on Schedule C (labelled as Fencing and Soft Landscaping), in the form of fencing and landscaping. The Privacy screening in the form of a landscape buffer shall be a minimum depth of 3 metres (10 feet) and consist of a minimum of one tree and three shrubs per 4.6 metres (15 feet) of required screening. Existing trees and shrubs may be calculated as part of the privacy screening.
- 3.9.4 Privacy screening in the form of an opaque fence shall be a minimum of 1.8 metre (5.9 feet) in height. This fence shall be constructed along property lines abutting the rear yards of the properties fronting on Crestfield Drive and behind the Community Recreation House, as shown on Schedule C.
- 3.9.5 Notwithstanding Section 3.9.1, where the weather and time of year do not allow the completion of the outstanding landscape works prior to the issuance of the first 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 Screening

- 3.11.1 Propane tanks and electrical transformers shall be located on the site in such a way to ensure minimal visual impact from Crestfield Drive and adjacent residential properties. 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.
- 3.11.2 Mechanical equipment shall be permitted on the roof as per the Schedules of this agreement and provided the equipment is screened and not visible from any public street or incorporated into the architectural treatments and roof structure.
- 3.11.3 Any mechanical equipment shall be screened from view from adjacent properties and public Streets with opaque fencing, landscaping, or building elements.

3.12 Signs

- 3.12.1 The sign requirements shall be accordance with the applicable Land Use By-law as amended from time to time.
- 3.12.2 Signs depicting the name or corporate logo of the Developer shall be permitted while a sales office is located on the site.
- 3.12.3 A maximum of one ground sign shall be permitted at the entrance to the Development to denote the development name. The locations of such signs shall require the approval of the Development Officer and Development Engineer. The maximum height of any such sign inclusive of support structures shall not exceed 3.05 metres (10 feet) and the face area of any sign shall not exceed 4.65 square metres (50 square feet). All such signs shall be constructed of natural materials such as wood, stone, brick, enhanced concrete or masonry. The only illumination permitted shall be low wattage, shielded exterior fixtures.

3.13 Temporary Construction Building

- 3.13.1 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.

3.14 Backyard and Secondary Suites

- 3.14.1 Backyard and Secondary Suites shall not be permitted. Accessory buildings shall not be used for

human habitation.

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 Undergrounding Services

- 4.3.1 All secondary or primary (as applicable) electrical, telephone and cable service to the Development shall be underground installation.
- 4.3.2 Notwithstanding Section 4.3.1, above ground installation may be permitted if blasting would be required for underground installation provided that efforts are made to mitigate the visual impacts of the above ground services.

4.4 On-Site Sanitary System

- 4.4.1 The Lands shall be serviced through privately owned and operated sewer systems and treatment facilities. The Developer agrees to have prepared by a qualified professional and submitted to the Municipality, the NS Department of the Environment and Climate Change and any other relevant agency, a design for all private sewer systems. In accordance with Section 3.2.2, no development permit shall be issued prior to receiving a copy of all permits, licences, and approvals required by the NS Department of the Environment and Climate Change respecting the design, installation, construction of the on-site sewer system.

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 have been issued a Grade Alteration Permit in accordance with By-law G-200 Respecting Grade Alteration and Stormwater Management Associated with Land Development, as amended from time to time.

5.3 Sulphide Bearing Materials

- 5.3.1 The Developer agrees to comply with the legislation and regulations of the Province of Nova Scotia with regards to the handling, removal, and disposal of sulphide bearing materials, which may be found on the Lands.

5.4 Blasting

- 5.4.1 The Developer agrees to comply with the By-law B-600 Respecting Blasting, as amended from time to time.

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 in a matter consistent with the *Halifax Regional Municipality Charter*;
- (a) Changes to the Landscaping in Section 3.9 which, in the opinion of the Development Officer, do not conform with Schedule C;
 - (b) Change to the Architectural Requirements in Section 3.5 which, in the opinion of the Development Officer, are consistent with the architectural intent of Schedules.
 - (c) Reduction in the number of units to be developed per townhouse block.
 - (d) The granting of an extension to the date of commencement of construction as identified in Section 7.3 of this Agreement; and
 - (e) The length of time for the completion of the development as identified in Section 7.4 of this Agreement.

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 subsequent land owner(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 3 years from the date of registration of this Agreement at the Registry of Deeds or Land Registry Office, as indicated herein, 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 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, 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.

7.4.2 For the purpose of this section, completion of development shall mean issuance of an Occupancy Permit for the twenty-fourth senior citizen housing unit in the form of a townhouse dwelling and the multiple unit dwelling.

7.4.3 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, the Municipality 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 Halifax Municipal Planning Strategy and Land Use By-law for (insert), as may be amended from time to time.

7.4.4 In the event that development on the Lands has not been completed within ten (10) years from the date of registration of this Agreement at the Registry of Deeds or Land Registry Office, as indicated herein, the Lands shall conform with the provisions of the Land Use By-law.

7.5 Discharge of Agreement

7.5.1 If the Developer fails to complete the development after 10 years from the date of execution of this Agreement, the Municipality 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 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:

HARTIE INVESTMENTS INC

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

PROVINCE OF NOVA SCOTIA
COUNTY OF HALIFAX

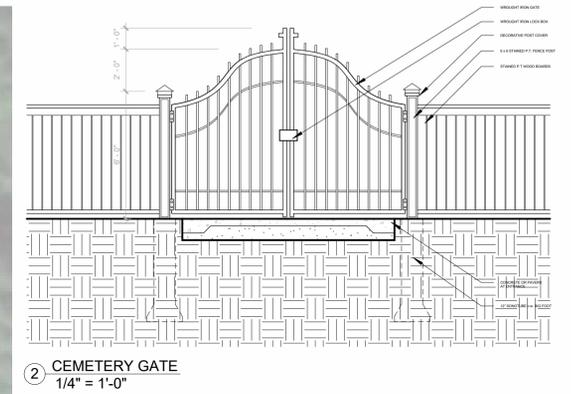
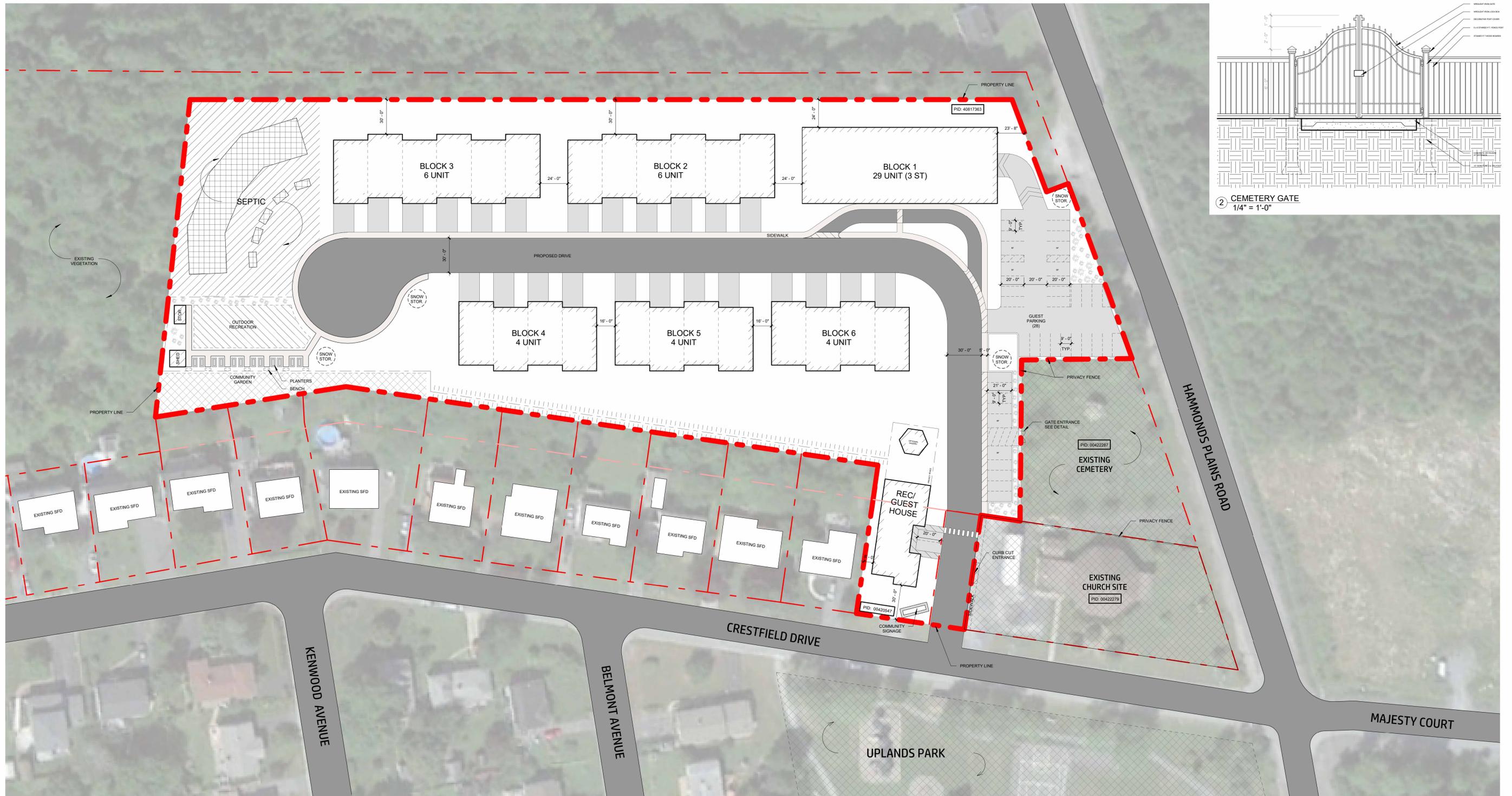
On this _____ day of _____, A.D. 20____, before me, the subscriber personally came and appeared _____ a subscribing witness to the foregoing indenture who having been by me duly sworn, made oath and said that _____, _____ of the parties thereto, signed, sealed and delivered the same in his/her presence.

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

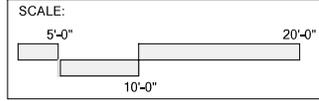
A Commissioner of the Supreme Court
of Nova Scotia



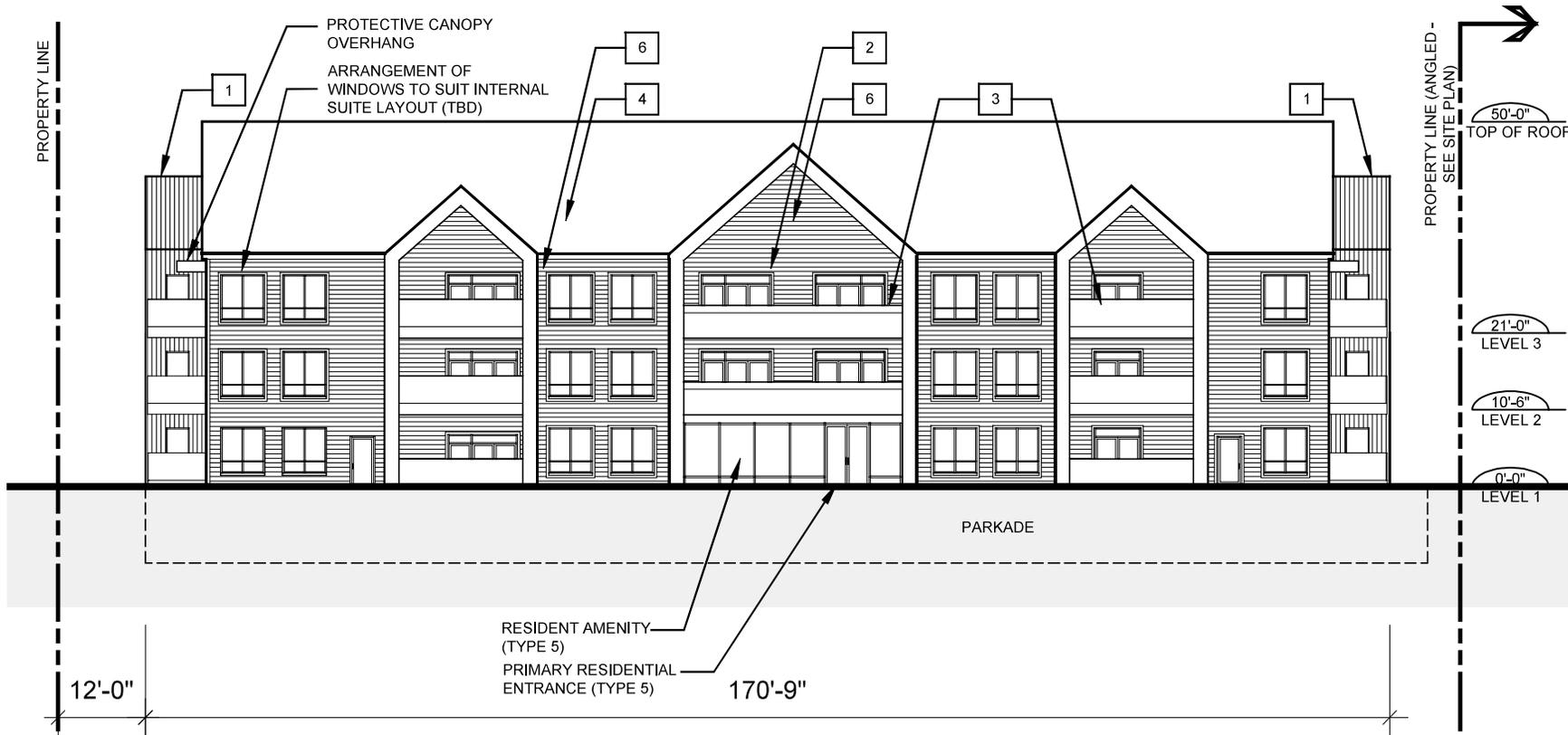
BOWERS
CONSTRUCTION

STAMP	NAME	Drawing title	
	HAMMONDS PLAINS	SITE PLAN	
		Scale	Date
		1" = 40' - 0"	
NORTH	ADDRESS	DRAWN	
	CRESTFIELD DR, HAMMONDS PLAINS, NS	CHECKED	

Attachment A - Schedule C: Preliminary Elevations Multiple Unit Dwelling (A4-A7)



LEGEND - EXTERIOR MATERIALS	
1	ARCHITECTURAL CORRUGATED METAL CLADDING / ROOF
2	VINYL WINDOWS
3	GLASS AND METAL GUARDRAIL
4	ASPHALT SHINGLE ROOF
5	ALUMINUM ENTRANCE SYSTEM
6	HORIZONTAL CLADDING

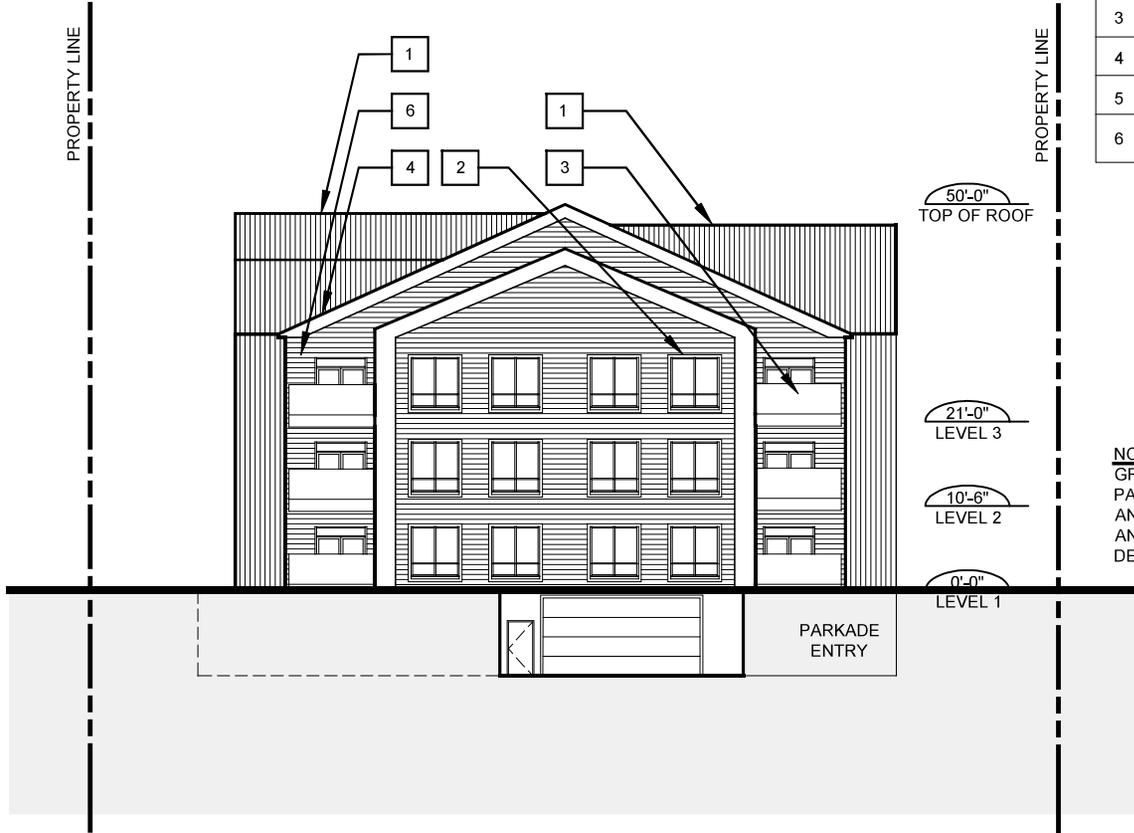
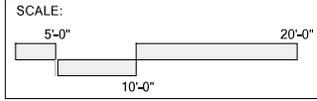


DRAWING: **A-4**

DATE: 1 JUN 2021
SCALE: AS SHOWN

CRESTFIELD DRIVE
HAMMONDS PLAINS, NOVA SCOTIA
ELEVATION: EAST

CO:WORK
COLLABORATIVE ARCHITECTURE



LEGEND - EXTERIOR MATERIALS	
1	ARCHITECTURAL CORRUGATED METAL CLADDING / ROOF
2	VINYL WINDOWS
3	GLASS AND METAL GUARDRAIL
4	ASPHALT SHINGLE ROOF
5	ALUMINUM ENTRANCE SYSTEM
6	HORIZONTAL CLADDING

NOTE:
 GRADING / RETAINING WALLS AT PARKADE ENTRY TO BE REVIEWED AND CONFIRMED WITH LANDSCAPE AND CIVIL ENGINEERS DURING DETAILED DESIGN

DRAWING:

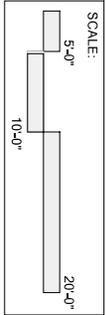
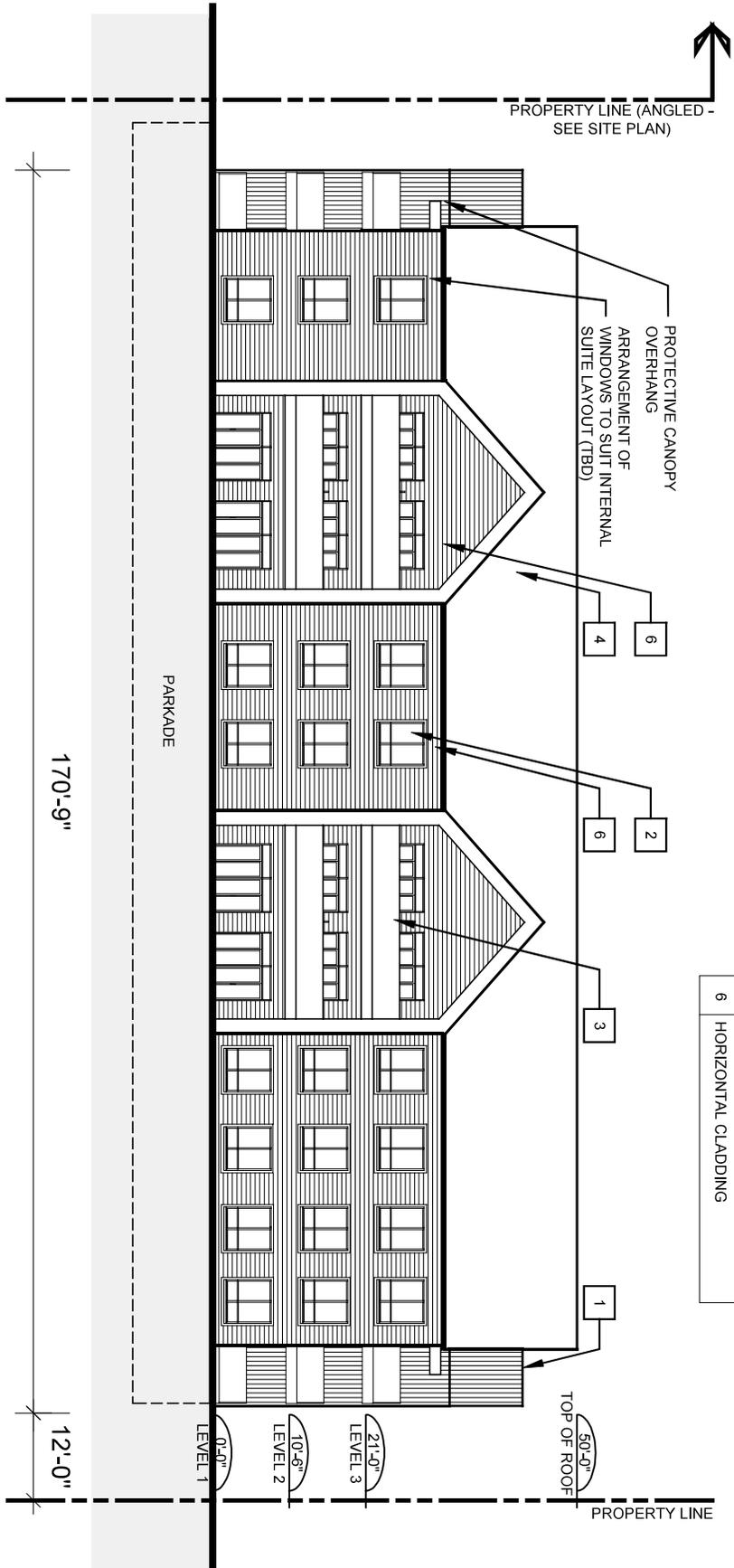
A-5

DATE: 1 JUN 2021

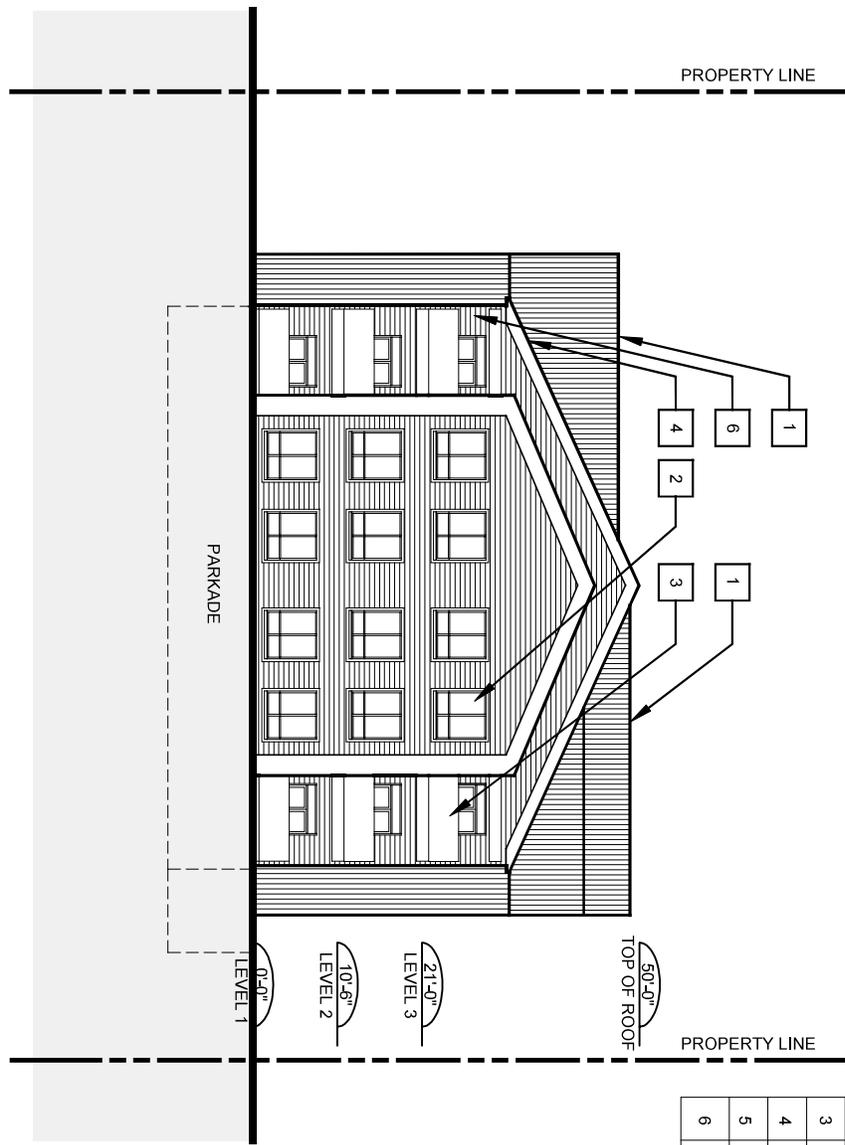
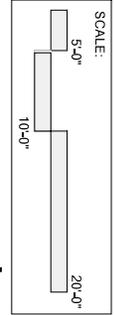
SCALE: AS SHOWN

CRESTFIELD DRIVE
 HAMMONDS PLAINS, NOVA SCOTIA
 ELEVATION: NORTH

CO:WORK
 COLLABORATIVE ARCHITECTURE

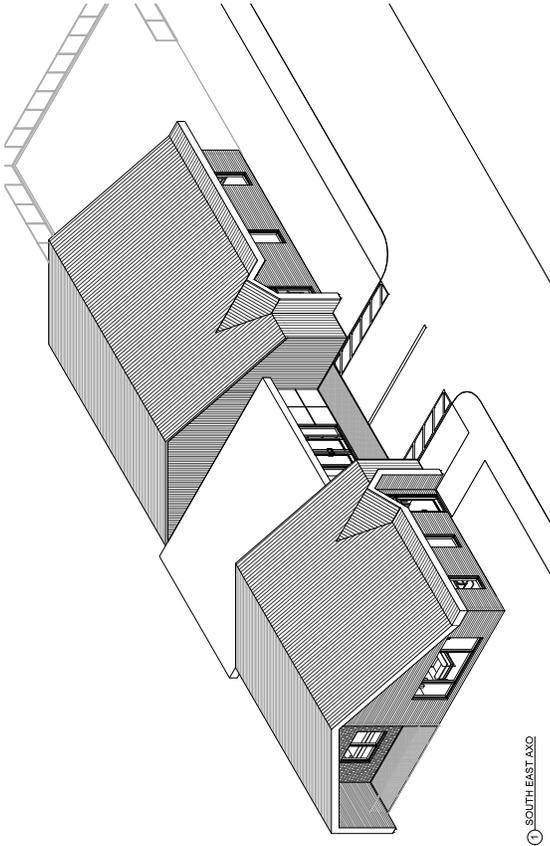


LEGEND - EXTERIOR MATERIALS	
1	ARCHITECTURAL CORRUGATED METAL CLADDING / ROOF
2	VINYL WINDOWS
3	GLASS AND METAL GUARDRAIL
4	ASPHALT SHINGLE ROOF
5	ALUMINUM ENTRANCE SYSTEM
6	HORIZONTAL CLADDING

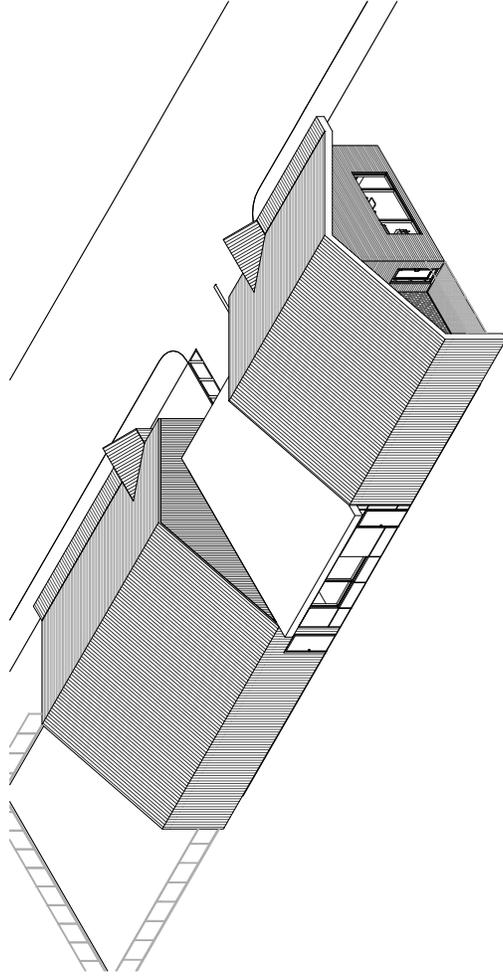


LEGEND - EXTERIOR MATERIALS	
1	ARCHITECTURAL CORRUGATED METAL CLADDING / ROOF
2	VINYL WINDOWS
3	GLASS AND METAL GUARDRAIL
4	ASPHALT SHINGLE ROOF
5	ALUMINUM ENTRANCE SYSTEM
6	HORIZONTAL CLADDING

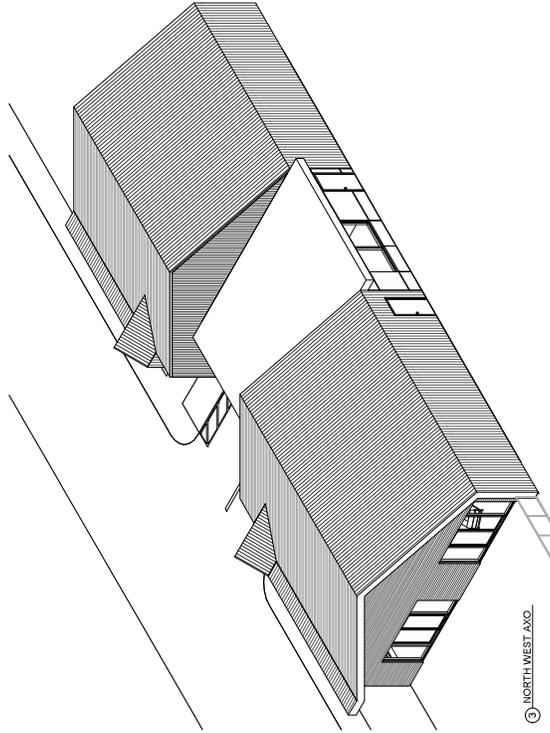
Attachment A - Schedule F: Preliminary Elevation Recreation Center (A-004)



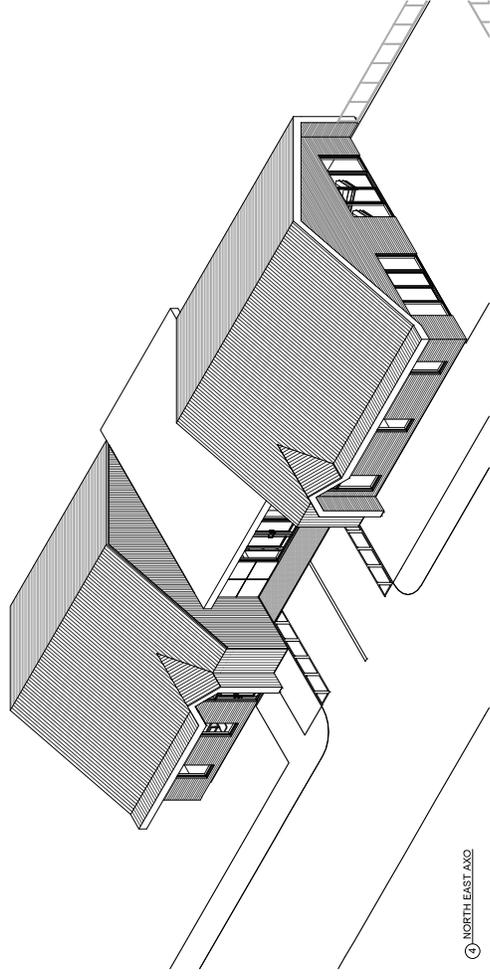
① SOUTH EAST AXO



② SOUTH WEST AXO



③ NORTH WEST AXO



④ NORTH EAST AXO

GENERAL NOTES:

1. DRAWINGS ARE NOT TO BE SCALE. CONTRACTOR WILL VERIFY ALL EXISTING CONDITIONS AND DIMENSIONS REQUIRED TO PERFORM THE WORK AND THE ARCHITECT BEARS NO RESPONSIBILITY FOR THE INTERPRETATION OF THE DRAWINGS BY THE CONTRACTOR. (NON-APPLICATION, GRAPHIC)
2. ALL PRINTS AND SPECIFICATIONS RELATED TO THIS PROJECT ARE THE PROPERTY OF ARCHITECT. DESIGN SHALL NOT BE REPRODUCED, COPIED, OR
3. A CONTRACTOR MUST CONFORM TO ALL APPLICABLE CODES, REGULATIONS, AND REQUIREMENTS OF AUTHORITIES HAVING JURISDICTION.
4. THE ARCHITECTURAL DRAWINGS ARE TO BE USED IN CONJUNCTION WITH THE STRUCTURAL DRAWINGS. IN CASE OF DIFFERENCES BETWEEN
5. ALL WORKS AND MATERIALS TO BE USED IN CONSTRUCTION SHALL BE APPROVED BY THE ARCHITECT AND SHALL BE IN ACCORDANCE WITH THE
6. ALL WORKS AND MATERIALS TO BE USED IN CONSTRUCTION SHALL BE APPROVED BY THE ARCHITECT AND SHALL BE IN ACCORDANCE WITH THE
7. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS
8. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS
9. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS

NO.	DESCRIPTION	DATE
1.	ISSUED FOR PERMITS	05/22/2021
2.	ISSUED FOR PERMITS	05/22/2021
3.	ISSUED FOR PERMITS	05/22/2021

BOWERS CONSTRUCTION

BOWERS CONSTRUCTION

CRESTFIELD RECREATION

CRESTFIELD DR.
HAMMONDS PLAINS, NS

AXO VIEWS

Date: 2021-06-03 4:58:46 PM

Scale: _____

Drawn by: _____

Checked by: _____

Project number: **A004**

ATTACHMENT B REVIEW OF RELEVANT PLANNING POLICIES

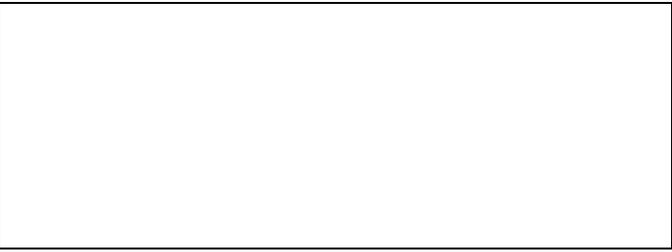
Beaver Bank, Hammonds Plains and Upper Sackville Municipal Planning Strategy

Policy	Staff Comments
<p><i>P-154 Complete applications for development agreements on file with the Municipality located in this plan area, which were received on or before July 12, 2022, shall continue to be considered under the policies in effect on immediately prior to that date. Where any such application is withdrawn, significantly altered, or refused by Council, any new development applications shall be subject to all applicable requirements of this Plan and the Land Use By-law. Applications that have not proceeded to public hearing within 36 months of July 12, 2022 shall be subject to all applicable requirements of this Plan and the Land Use By-Law. (RC-Aug 9/22;E Sep 15/22)</i></p>	<p>This proposal was considered a complete Planning Application on July 6, 2021 and therefore is being considered under the previous P-39.</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 proposed development agreement includes controls for building height, bulk, scale, and design of the seniors' housing units. The proposed multi unit dwelling is situated at the north-east corner of the site furthest away from the existing single unit dwelling neighbourhood with single story bungalow-style townhouses in between them. The multiple unit dwelling is a maximum of three storeys in height which is in line with the maximum permitted building height in the surrounding area. Existing single unit dwellings to the south of the site are single story in height but the single-story townhouses will provide a transition between the proposed multiple-unit building and the existing single unit dwellings fronting on Crestfield Drive. The total building footprint of the proposed development is 20% which is consistent with the surrounding area.</p> <p>The proposed buildings have roof structures that are compatible with the surrounding area. The recessions along the town house blocks and the use of materials, design and the gabled entry ways to the multiple-unit building, break up the form and mass of the structures to create a compatible scale.</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>A berm, fencing and vegetation is proposed along all the south-western sides of the property where the proposed development abuts low-density residential development. Other landscaping features, including shrubs and trees, are shown on the landscape plan to enhance the design and reduce the visual effects of the proposed development.</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><u>Open Space</u> - With the concentration of 29 units in the multiple-unit building and the compact form of the townhouses, the total building footprint of this site is 20% which is consistent with the surrounding area which provides for open space throughout the site. Townhouse unit gardens in addition to a shared garden toward the south side of the site will allow for recreational activities and social interaction. A community garden with seating areas will also be located at the south end of the site. An optional Gazebo is permitted on the site near the 297 m² (3200 sf) Community Centre at the north side of the site. Vegetation will be planted in the vicinity of the community garden, along the property line adjacent to the rear yards of the low-density residential development on Crestfield Drive and in the north-east corner of the site as shown on Schedule C of the attached development agreement.</p> <p><u>Parking and Pedestrian Walkways</u> - There are 29 underground parking spaces proposed for the multiple-unit building and one parking space for each of the 24 townhouses and an additional 34 parking spaces for visitors, care givers and service delivery. This is adequate to meet the needs of the proposed development. A sidewalk will connect the proposed development to Crestfield Drive giving ready access to the residents to the Village of Uplands Park across the street and nearby shops and services. It will also provide access to a transit stop situated on the Hammonds Plains Road. These direct links will provide access to the Village of Uplands Park, the nearby Kingswood Business Centre and Plaza and for walks through the adjacent low density residential neighbourhood.</p>
<p><i>(d) preference for a site which has access to commercial and community facility uses;</i></p>	<p>In proximity to the site are a variety of commercial uses including restaurants, convenient stores, medical clinics and a pharmacy, neighbourhood and community parks, transit connections and a church. The proposed development includes a walkway which offers an active transportation linkage between the development and nearby commercial and community facility uses.</p>
<p><i>(e) general maintenance of the development;</i></p>	<p>Property maintenance (indoor for multi-unit dwelling and outdoor) will be the responsibility of a property management company.</p>
<p><i>(f) preference for a development which serves a local community need; and</i></p>	<p>Seniors housing is in demand in rural areas of the Municipality to allow residents to continue to reside within their own communities. The proposed development is intended to provide alternative, market-based rental housing for seniors in the Hammonds Plains 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 allows for consideration of a seniors development on this site and recognizes a need for seniors housing in the area. Various review agencies have assessed the proposal in accordance with other municipal by-laws and regulations and have not identified any further concerns at this time.</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>(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>(i) There are no cost implications to HRM arising from the proposed development.</p> <p>(ii) Halifax Water has not identified any concerns about the adequacy of central water to service the site. The site shall be serviced by on-site sewer which will be subject to the appropriate approvals from the NS Environment and Climate Change prior to receiving a development permit.</p> <p>(iii) It is not anticipated that the proposed development would negatively impact the capacity of schools or other community facilities in the neighbourhood.</p> <p>(iv) HRM Engineering and Fire Service staff have reviewed the Traffic Impact Statement (TIS) and conceptual driveway respectively. The TIS and conceptual proposed driveway to access the development off Crestfield Drive have been deemed acceptable.</p> <p>(v) There is a cemetery adjacent to the north-east side of the site with plots dating back to the 1800s. With older cemeteries it is not uncommon for graves to be located beyond the extent of property boundaries. The site plan layout strategically separates buildings that require footings and foundations or underground parking structures from the cemetery in order to minimize ground disturbance within proximity of the cemetery. The developer has been advised to contact the Nova Scotia Department of Communities, Culture and Heritage (NSDCCH), in the event any remains are encountered when developing the site.</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>Many of these controls are discussed above in the comments for P-39. The proposed development agreement includes controls to limit the size of the senior citizen townhouses, enable vehicular access to and egress from Crestfield Drive and pedestrian access between the site and Crestfield Drive. There is sufficient parking for residents as well as their visitors and support staff. Controls have also been included to ensure the development is designed for occupancy by senior citizens with covered and at grade entrances, single level living, and additional amenities for residents of the development.</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>No concerns have been identified.</p>
<p><i>(e) Within any designation, where a holding zone has been established pursuant to "Infrastructure Charges - Policy P-81",</i></p>	<p>N/A</p>

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)



Attachment C Engagement Summary



HRM Planning Application Website



Signage Posted on the Site



Mailout to residents and property owners



Future Public Hearing Prior to a Decision

Information Sharing

Information on Case 23720 was shared through the HRM planning applications webpage, signage posted on the subject site, and notices mailed to property owners within approximately 150 metres (500 feet) surrounding the proposed development.

Public Engagement Statistics:

Halifax.ca Planning Applications Website	
Number of unique website views up to August 25, 2022.	445
Average time spent on the website (minutes: seconds)	3:16
Notices Mailed to Area Residents	
Number of notices mailed within notification area	147
Direct Communication with the HRM Planner	
Number of calls received (unique callers)	3
Number of emails received from the public (unique email addresses)	9

Responses to Public Questions and Concerns

Of the eleven residents who contacted us, four people expressed that they do not support the proposal. Five were not opposed to the development but had concerns about the limited infrastructure and the impact that the proposed development would have on the surrounding area in terms of parking and traffic. Two people were in support of the development as potential future tenants. One liked the townhouse component noting that seniors need spaces for independent living with a backyard space.

HRM planning staff compiled all the public comments and questions provided to date. Broadly, these concerns fell into the following five categories:

Traffic Safety

- Concern that it is very difficult to gain access into and out of Uplands Park via the intersection of Crestfield Drive with the Hammonds Plains Road. It was noted that it is very difficult to turn left onto Hammonds Plains Road from Crestfield Drive during peak traffic conditions. It was also noted that Crestfield Drive is situated just below a blind crest on Hammonds Plains Road and that it is difficult to see traffic from both directions when making a left turn onto Hammonds Plains Road.
- Concern that it is difficult to making a right-hand turn onto Hammonds Plains Road during peak traffic conditions and very difficult to make a left-hand turn off of Hammonds Plains Road onto Crestfield Drive during peak traffic times as well.
- Concern that the proposed development will exacerbate current problems traffic problems.
- Concern for children's safety during and after construction as the area is in a school zone, across the street from the community park and on a narrow street without sidewalks.
- One person objected to the TIS recommendation that parking be restricted on the that parking restrictions be extended to the westside of Crestfield Drive to enhance driver visibility to and from the site. This person stated, "The Uplands Park Residents society and HRM have invested and made the park on Crestfield Drive a popular play area for children and families" and they felt the proposed development would limit parking on the street for park access and that this is very concerning where there are no sidewalks for families to safely use when walking longer distances to the park in a situation with increased traffic. They felt that the entrance to the proposed development directly across from the park where small children are accessing the park and have been known to run out into the street and where people have to access the community mailboxes is a great concern.
- Concern that the Traffic Impact Statement (TIS) was undertaken during the first wave of the COVID 19 lockdown and that the TIS may not have taken into account true traffic conditions during normal daily accounts.
- Concern that the TIS may not have taken into account the cumulative affects of this proposed development together with the proposed seniors development on Kenwood and the future proposed Frenchy's across Hammonds Plains Road from Crestfield Drive on Majestic Court.
- Concern that the intersection of Crestfield Drive, Hammonds Plains Road and Majestic Court should be signalized with traffic lights to facilitate movement through this area.

- Concern about the lack of sidewalks on Crestfield Drive to facilitate pedestrian movement along Crestfield Drive to the park.

Parking

- Concern about the loss of parking in the area if the proposed development takes place. It was noted that the site is used for parking by visitors to the playground/recreation area across from the entrance to the proposed development. There was concern about where people will park to gain access to the local park, ball field and cenotaph and community mailboxes as they feel Crestfield Drive is too narrow to accommodate on-street parking and that on-street parking could pose a risk to pedestrian safety and children.
- Concern about the recommendation under the TIS “That the existing regulatory on-street parking restrictions be extended along the westside of Crestfield Drive to ensure good driver visibility to/from the proposed site driveway.” It was noted that this would make pedestrian movement for families along Crestfield Drive unsafe as there are no sidewalks to use when walking longer distances to the park in a situation with increased traffic. They also noted that the proposed development is directly across from the park where small children are accessing the park and have been known to run out into the street. And they also expressed concern that the proposed development would limit public access to the community mailbox which is located directly across the street from the proposed entrance) with the loss of on-street parking.

Environmental Impacts and Community Character

- Concern about the effect on the proposed development on habitat. Removal of vegetation will result in habitat loss.
- Concern about the loss of community character in terms of the area being a small quiet residential community that would be altered by the proposed development.

Stormwater Impacts and Blasting

- Concern about the effects of deforestation on erosion, sedimentation, and flooding. It was noted that the water table is high in this area and the site is subject to ponding. There is concern that tree removal will increase runoff and cause flooding.
- Concern about the impacts of blasting on basements and the potential for flooding.

Need for Seniors Housing

- Two seniors called to obtain information about the potential for rental or purchase of units within the proposed development. One of those callers advised that this form of development is needed to support seniors living in the area as housing prices are becoming unaffordable. This person advised that some seniors want the opportunity to live in a small independent unit with a small yard that they can maintain.