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**Item No. 10.1.1**
**North West Community Council**
**May 12, 2025 Public Hearing**
**April 14, 2025 Notice of Motion**

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

**FROM:** Jacqueline Hamilton, Executive Director of Planning and Development

**DATE:** March 14, 2025

**SUBJECT:** **PLANAPP-2023-00340: Development agreement for a senior citizen housing development at 445 Winslow Drive, Upper Tantallon (PIDs 41277765 and 41277773)**

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## ORIGIN

Application by Zzap Consulting Inc. on behalf of Ramar Construction Ltd.

## EXECUTIVE SUMMARY

This report recommends a development agreement to permit a three storey, 35-unit senior citizen housing development at 445 Winslow Drive in Upper Tantallon (PIDs 41277765 and 41277773). The proposed development will be accessed off Winslow Drive via a new private driveway and the proposed development agreement includes controls related to non-disturbance areas, parking and indoor and outdoor amenity areas. Staff recommend that North West Community Council approve the proposed development agreement in accordance with Policy P-154 of the Beaver Bank, Hammonds Plains and Upper Sackville Municipal Planning Strategy and Land Use By-law.

## 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 35-unit senior citizen housing development at the corner of Winslow Drive and Hammonds Plains Road in Upper Tantallon and schedule a public hearing;

2. Approve the proposed development agreement, which shall be substantially of the same form as set out in Attachment A; and

3. Require the agreement be signed by the property owner within 120 days, or any extension thereof granted by Council on request of the property owner, from the date of final approval by Council and any other bodies as necessary, including applicable appeal periods, whichever is later; otherwise this approval will be void and obligations arising hereunder shall be at an end.

## BACKGROUND

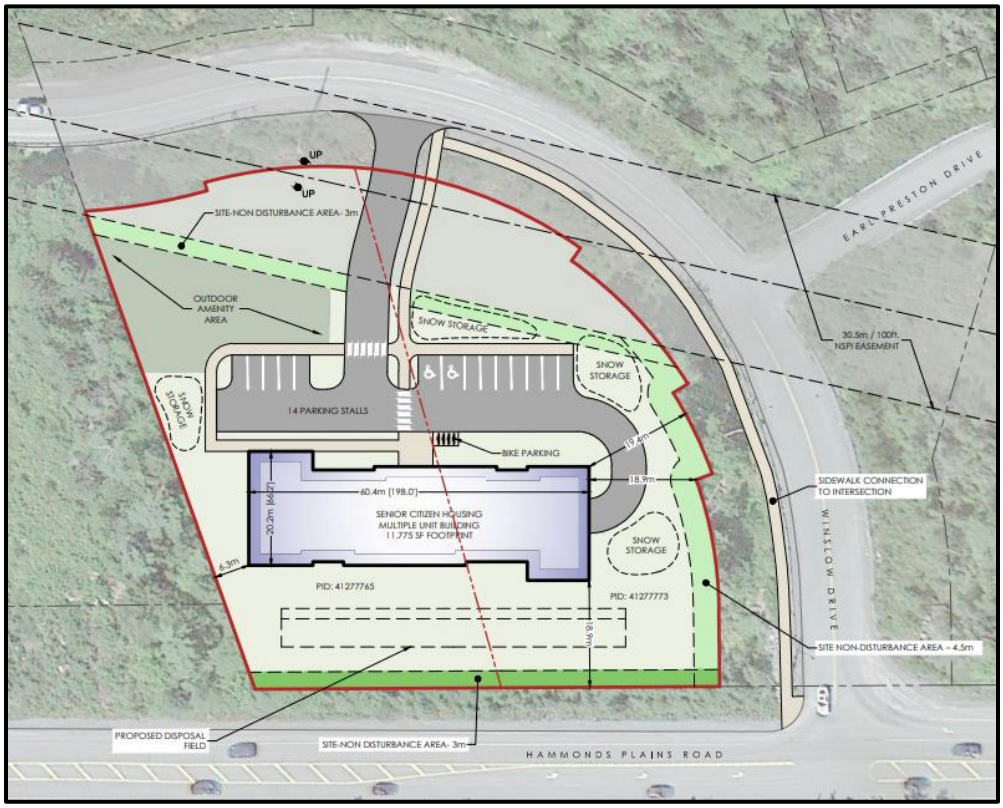
ZZap Consulting Inc., on behalf of the property owner, has applied for a development agreement to allow for a senior citizen housing development at 445 Winslow Drive in Upper Tantallon (PIDs 41277765 and 41277773).

The applicant had previously applied for a plan amendment and development agreement to allow for a strip-mall style commercial development over three properties including 445 Winslow Drive (Case 22547). Based on the public feedback, the applicant withdrew that application and has alternatively applied for a senior citizen housing development. The proposed development for this application is for a three storey, senior citizen housing development in the form of a multiple unit building with access via Winslow Drive. A senior citizen housing development can only be considered on the subject properties by development agreement in accordance with Policy P-154 of the Beaver Bank, Hammonds Plains and Upper Sackville Municipal Planning Strategy (MPS).

| | |
|---|---|
| **Subject Site** | Consists of two properties:<br>• 445 Winslow Drive (Lot 4A – PID 41277765)<br>• Lot 4B (PID 41277773)<br>See Map 1 and 2 for lot configuration. |
| **Location** | The site is located on the north side of the intersection of Hammonds Plains Road and Winslow Drive |
| **Regional Plan Designation** | RC (Rural Commuter), within the Upper Tantallon Rural Growth Centre |
| **Community Plan Designation (Map 1)** | R (Residential) under the Municipal Planning Strategy (MPS) for Beaver Bank, Hammonds Plains and Upper Sackville |
| **Zoning (Map 2)** | R-1 (Single Unit Dwelling) Zone under the Land Use By-law (LUB) for Beaver Bank, Hammonds Plains and Upper Sackville |
| **Size of Site** | The total area of the properties which comprise the subject site is 0.78 hectares (1.95 acres):<br>• 445 Winslow Drive (Lot 4A / PID 41277765) is 4,186 square meters (45,059 square feet)<br>• Lot 4B (PID 41277773) is 3,716 square meters (40,004 square feet) |
| **Street Frontage** | 445 Winslow Drive (Lot 4A / PID 41277765)<br>• 43.66 m (143.24 feet) on Hammonds Plain Road<br>• 48.74 m (159.91 feet) on Winslow Drive<br>Lot 4B (PID 41277773)<br>• 38.71 m (127.00 feet) on Hammonds Plains Road<br>• 126.28 m (414.30 feet) on Winslow Drive |
| **Current Land Use(s)** | Vacant |
| **Surrounding Use(s)** | The site is near the Tantallon Plaza shopping centre at Exit 5. Land uses surrounding the site are as follows:<br><br>• North/ East: NS Power transmission line, low-density residential lots, and a watercourse (Stillwater Lake)<br>• South (opposite the Hammonds Plains Road): NS Power transmission line and low density residential development fronting on Flat Lake Drive<br>• West: NS Power transmission line; commercial development including a service station (Petro-Canada), restaurant (Dairy Queen), the Tantallon Plaza shopping centre and the St Margaret's Centre multi-district recreational facility |

**Proposal Details**
The applicant proposes to construct a senior citizen housing development in the form of a multiple unit building at 445 Winslow Drive in Upper Tantallon. The major aspects of the development are as follows:

- A senior citizen housing development with a maximum of 35 units and three storeys;
- A total of 40 parking spaces, 26 of which are underground and 14 of which are surface parking spaces designed to provide ease of access to the building with sheltered access from underground;
- Retention of existing vegetation around the north, east and south sides of the site for buffering;
- Outdoor and indoor amenity areas designed to meet the needs of seniors;
- Serviced by onsite septic system and private well systems;
- Integrated walkway system close to the front of the building with night lighting;
- Driveway access along the north side of the site connecting to Winslow Drive; and
- Sidewalk from the driveway entrance along Winslow Drive to Hammonds Plains Road.




Source: Concept Plan prepared by Zzap Consulting Inc., submitted as part of the Planning Application PLANAPP-2023-00340

**Beaver Bank, Hammonds Plains and Upper Sackville Enabling Policy**
The subject properties are located within the Residential Designation and zoned R-1 (Single Unit Dwelling) of the Beaver Bank, Hammonds Plains and Upper Sackville MPS which is intended to support the low-density residential environment and associated community facilities. In August of 2022, Regional Council replaced Policy P-39, which allowed consideration of senior citizen housing developments, with a policy that allows for the consideration of Shared Housing with Special Care (Policy P-39A). However, provisions were made through Policy P-154 to enable existing planning applications submitted before July 12, 2022 to be considered under former Policy P-39 until July 12, 2025. This proposal was submitted on June 29, 2022 and is therefore enabled for consideration under the former Policy P-39.

Through Policy P-154, former Policy P-39 allows consideration of senior citizen housing developments that are designed for seniors housing accommodation. Policy P-39 requires that the architecture, space, and

exterior finish be compatible with adjacent land uses and that adequate separation distances be maintained from low-density residential uses. It also requires that open space and parking areas are adequate to meet the needs of senior citizens and that they are attractively landscaped. The policy stipulates that there is a preference for a site that has access to commercial and community uses and for a development that meets community needs. Adequacy of road networks to accommodate anticipated traffic demand and the adequacy of on-site sewerage and water services require appropriate consideration in accordance with Policy P-137.

**Regional Municipal Planning Strategy**
The subject site is within the Upper Tantallon Rural District Growth Centre and is designated Rural Commuter under the Regional Municipal Planning Strategy. The Rural Commuter designation encompasses the areas within commuting distance from the urban centres that have been heavily influenced by suburban development and aims to protect rural character and open space by focusing growth within rural centres. The Upper Tantallon Rural District Growth Centre is recognized as a service centre that provides access to transit services, active transportation, and park and ride facilities and as an area within which to provide streetscaping and an interconnected system of private and public open space.

## DISCUSSION

Staff have 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:

- Allows a three storey senior citizen housing building containing a maximum of 35 units;
- Places controls regarding the architectural design; parking and the submission of a landscape plan;
- Requires outdoor and indoor amenity areas for use of residents of the development;
- Driveway access via Winslow Drive;
- Requires a pedestrian access to Hammonds Plains Road and internal walkways designed for pedestrian safety and access;
- Servicing of the development with private on-site wells and 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. Longer than usual timelines are established for the commencement and completion of the development under Sections 7.3 and 7.4 of the development agreement. This should provide sufficient time for the completion of the project since this development agreement cannot be amended after Policy P-39 expires on July 12, 2025.

The following have been identified for a detailed discussion of the matters addressed by the proposed development agreement to satisfy the MPS criteria, as detailed in Attachment B.

**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 footprint of the proposed senior citizen housing dwelling occupies approximately 14% of the site, which is consistent with the lot coverages of the smaller lots surrounding Stillwater Lake. The building is proposed to be a maximum of three storeys, which is no greater than the three-storey height restrictions in the surrounding area. The proposed building has multiple pitched roof lines and two recessed gable ends to break up the scale and mass. The use of a combination of brick and cladding gives the appearance of smaller multiple buildings.

**Landscaping and Amenities (Policy P-39B and C)**
The proposed development agreement requires the submission of a detailed landscape plan that complies with the landscape design presented in the schedules attached to the proposed agreement. The building is proposed to be set in the context of attractive landscaping with the retention of existing trees around the perimeter of the site.

The proposed agreement requires indoor and outdoor amenity spaces for the use of the residents. The outdoor amenity space is proposed to be located at the front of the building and is designed with a covered patio, outdoor gardening facilities, and landscaping. The proposal includes indoor amenity space for social gatherings and recreation purposes for residents and their visitors.

**Proximity to Commercial and Community Services (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 located in proximity to the Tantallon Plaza shopping centre, St Margaret's Centre, and Tantallon Library in Upper Tantallon, at Exit 5. This is a full-service centre with a grocery store, pharmacy, restaurants, personal service shops, and clinics within walking distance of the site. The Tantallon Library, situated on the same lot as the Tantallon Plaza shopping centre, provides an opportunity for access to community services and programs. The nearby St. Margaret's Centre includes a swimming pool, arena, gym and a wide range of community activities and programs. Regional Express bus service can be obtained from the Hubley Centre park and ride facility during peak AM and PM periods from Monday to Friday. The Regional Express Bus carries passengers between Upper Tantallon, Sheldrake Lake, and Scotia Square. There is also a Rural Transit Bus that provides peak AM and PM service from Monday to Friday from Upper Tantallon to the Lacewood Terminal with stops to other communities along the way.

**Road Network and Site Access (P-137B)**
A Traffic Impact Study (TIS) was submitted by the applicant and deemed acceptable by HRM staff. The TIS forecast for new trips was estimated to be 32 trips/hour during the weekday peak AM period and 34 trips/hour during the weekday peak PM period. Griffin Engineering Transportation Group advised that the proposed development can be accommodated along Winslow Drive as there is sufficient capacity to accommodate the anticipated traffic demand. The proposed driveway exceeds the stopping sight distance requirements for northbound and southbound traffic. It was concluded that the proposed development did not warrant the need for traffic signalization at the intersection of Winslow Drive and Hammonds Plains Road.

The site layout is well designed to facilitate turning maneuvers and access to the building and has been designed with a system of walkways between the building, parking area, outdoor amenity space and Winslow Drive. The proposal includes a sidewalk connection from the driveway entrance to the Hammonds Plains Road and Winslow Drive intersection.

**Water and Wastewater Services (P-137(b))**
Policy P-137(b) requires consideration of the adequacy of on-site services (water and sewer) for the proposed development. A Level 1 and 2 hydrogeological assessment was undertaken by Fracflow Consultants Inc., assessing the adequacy of groundwater supply for the proposed development.

*Water Quality*
The Hydrogeological Assessment report showed that turbidity, aluminum, manganese, arsenic, and radon were above acceptable levels as set out in the Canadian Drinking Water Guidelines. Given the proposed development will serve more than 25 individuals, the water system must be registered as a public water supply with the Nova Scotia Department of Environment and Climate Change under the Nova Scotia Water and Wastewater and Public Water Supply Regulations. The regulations require treatment to ensure that all microbiological, chemical, radiological, and physical water characteristics do not exceed maximum acceptable concentrations as set out under the Canadian Drinking Water Quality Guidelines. The proposed development agreement requires a minimum of 31 units to ensure the water supply will be treated, registered, and, therefore, subject to regulated treatment requirements. Given the proposed development

will be required to be registered as a public drinking water supply, it is staff's opinion that adequate drinking water quality can be provided.

*Water Quantity*
The Hydrogeological Assessment prepared by Fracflow estimates that the potential water demand for a 31-unit senior citizen housing development could rise to 19,580 litres per day and that water will have to be withdrawn from groundwater resources in the surrounding area to meet anticipated demand.

Fracflow found that there was an adequate supply of water from the well pump tests to serve the anticipated demand without significantly impacting wells within the surrounding area. To mitigate the potential for drawdown over time and to facilitate well maintenance, Fracflow recommended the construction of two production wells with a domestic storage tank. Fracflow advises that the site is well situated at the bottom of a hill with a large block of Crown land to the north (PID 41033242 – 105 acre) that can buffer the site from future development if it remains undeveloped.

A third-party review agency (CBCL) was contracted by HRM to review the Hydrogeological Assessment. CBCL found the assessment to be acceptable in terms of completeness and that it was consistent with Nova Scotia Environment and Climate Change regulations, however, three areas of concern were identified:

a. Groundwater availability within fractured granite rock;
b. Long-term availability of groundwater quantity; and
c. Groundwater recharge area.

The concerns are not uncommon for developments which rely on groundwater supply. It is understood that the quality and quantity of groundwater throughout HRM can vary from place to place and is subject to change over time. Additionally, groundwater recharge areas for higher density development, such as this proposal, typically rely on recharge areas beyond the extents of the subject property.

CBCL recommended that the development agreement include a requirement that the proponent obtain a Water Withdrawal Approval from Nova Scotia Department of Environment and Climate Change (NSECC). A Water Withdrawal Approval is required when surface or groundwater exceeds 23,000 litres per day and which is more than the estimated water withdrawal for the proposed development. A Water Withdrawal Approval is one of the primary mechanisms used by Nova Scotia Environment and Climate Change to ensure that groundwater resource development is sustainable. The proponent proposes to monitor the actual daily consumption and will apply for a Water Withdrawal Permit in the event that daily use exceeds 23,000 litres per day. The development agreement allows a minimum of 31 units and a maximum of 35 units plus a washroom and kitchen facility in one of the indoor amenity spaces to enable the construction of a development that may come under the NSECC requirements for a Water Withdrawal Approval. HRM cannot compel the Water Withdrawal Approval, as it is within Provincial jurisdiction, the minimum threshold is set out in Provincial regulation, and it is beyond the scope of both the enabling MPS policies and what can be required within a development agreement as set out in Section 242 of the *HRM Charter*. These requirements are regulated through Nova Scotia Department of Environment and Climate Change.

To address the concerns raised by CBCL and to determine if the proposal is reasonable consistent with the intent of policy, the following measures have been considered:

- To mitigate the potential for drawdown over time and to facilitate well maintenance, Fracflow recommended the construction of two production wells with a domestic storage tank. The development agreement requires the construction of two wells.
- Fracflow noted that the site is well situated at the bottom of a hill with a large block of Crown land to the north (PID 41033242 – 105 acre) that can buffer the site from future development if it remains undeveloped. There are two large Crown land parcels north of the site comprising 82 hectares (203 acres) of vacant land (Map 3). A portion of the parcels is occupied by a power transmission main, and two cell towers that should remain undeveloped for the foreseeable future. There is also a

large parcel of land on the western side of the site that is occupied by a transmission main that should also remain undeveloped.

- Should the Crown lands ever be enabled for development, it is anticipated that it would be through a development agreement process for Conservation Design development, where a hydrogeological assessment would be required to ensure that the proposed development does not adversely affect the groundwater supply on adjacent developments. The Municipality would also require a hydrogeological assessment for any as-of-right subdivision consisting of 10 lots or more. However, the Municipality does not have policy in place to preserve the groundwater supply on adjacent vacant parcels of land.

The developer has demonstrated that adequate supply of groundwater is available to service the proposed development without any significant impact on wells in the surrounding area. Staff are concerned with the long-term availability of a sufficient quantity of groundwater for the development as future development continues to occur in the surrounding area. There is no way to pre-determine the decline in supply. The Hydrogeological Assessment advises that a large Crown Land parcel to the north can buffer the wells in the surrounding area from future development if it remains undeveloped. If any large-scale development were proposed on these lands (involving 10 lots or more), the Municipality would require a hydrogeological assessment to determine the potential impact on wells in the surrounding area.

*On-Site Septic System*
The proposed development will be serviced by an on-site sewage disposal system in accordance with the Nova Scotia On-site Sewage Disposal Regulations. The development agreement requires that all appropriate approvals from Nova Scotia Environment and Climate Change are received.

**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 is discriminatory under the *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 residents.

The proposed development is designed to meet the needs of seniors. A few of those design features include the provision of walkways designed to accommodate the passage of wheelchairs, an elevator near the main entrance, windows with cranks for ease of operation, underground parking spaces so seniors can enter and exit their vehicles in a sheltered space, and walkways that will be lit at night for safety and accessibility.

**Priority Plans**
In accordance with Policy G-14A of the Regional Plan, staff have considered 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 in making its recommendation to Council. The proposed development does not conflict with any specific objectives, policies or actions of the priority plans.

**Conclusion**
Staff have reviewed the proposal in terms of all relevant policy criteria and advise that the proposal is reasonably consistent with the intent of the MPS. The proposal recognizes the need for senior citizen housing in the area and is designed for occupancy by senior citizens to meet that need. The proposed development is located within proximity of shopping and amenities such that residents can walk or take a short drive to obtain services or to engage in social or community activities. Consultants' reports advise that there is sufficient capacity to accommodate the proposed development within the existing road network and to enable the service of the proposed development with groundwater resources without any significant immediate risk of impact on existing wells. Therefore, staff recommend that North West Community Council approve the proposed development agreement.

## 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 2025-2026 operating budget for 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 Municipal Planning Strategy policies. Community Council has the discretion to make decisions that are consistent with the Municipal Planning Strategy, 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.

## COMMUNITY ENGAGEMENT

The community engagement process is consistent with the intent of the HRM Community Engagement Strategy and the Public Participation Administrative Order (2023-002-ADM). 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 a mailout to property owners within the notification area.

A total of 34 letters were mailed to property owners and tenants within the notification area (Map 2). The HRM website received a total of 1270 unique pageviews over the course of the application, with an average time on page of 39 seconds. One resident submitted comments. A summary of the main points is provided below:

- Seniors housing accommodations are needed in the area since there are very few rental accommodations available for seniors.
- The area includes a shopping centre within walking distance of the site or an easy drive.
- The nearby library has continuous programs, many of which are of interest to seniors.
- There are a variety of services, including health care, personal care, veterinary care, and restaurant services, available at the nearby shopping centres that meet the needs of seniors.
- The nearby St. Margaret's Centre offers walking and other programs to keep seniors mobile and as a place of opportunity to enjoy spectator sports.
- The proposed development offers a mix of apartment sizes that can accommodate both singles and couples.
- Bay Rides is available, providing access for community meetings and doctor appointments.
- A seniors' complex could make good use of the need for home care services by permitting less travel by home care workers to one location.

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 advertisement on the HRM webpage, property owners within the notification area shown on Map 2 will be notified of the hearing by regular mail. The HRM website will also be updated to indicate notice of the public hearing.

The proposal will potentially impact local residents and property owners.

## ENVIRONMENTAL IMPLICATIONS

No environmental implications are identified.

## LEGISLATIVE AUTHORITY

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

## 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 & Notification
Map 3: Vacant Crown Land

Attachment A: Proposed Development Agreement
Attachment B: Review of Relevant MPS Policies

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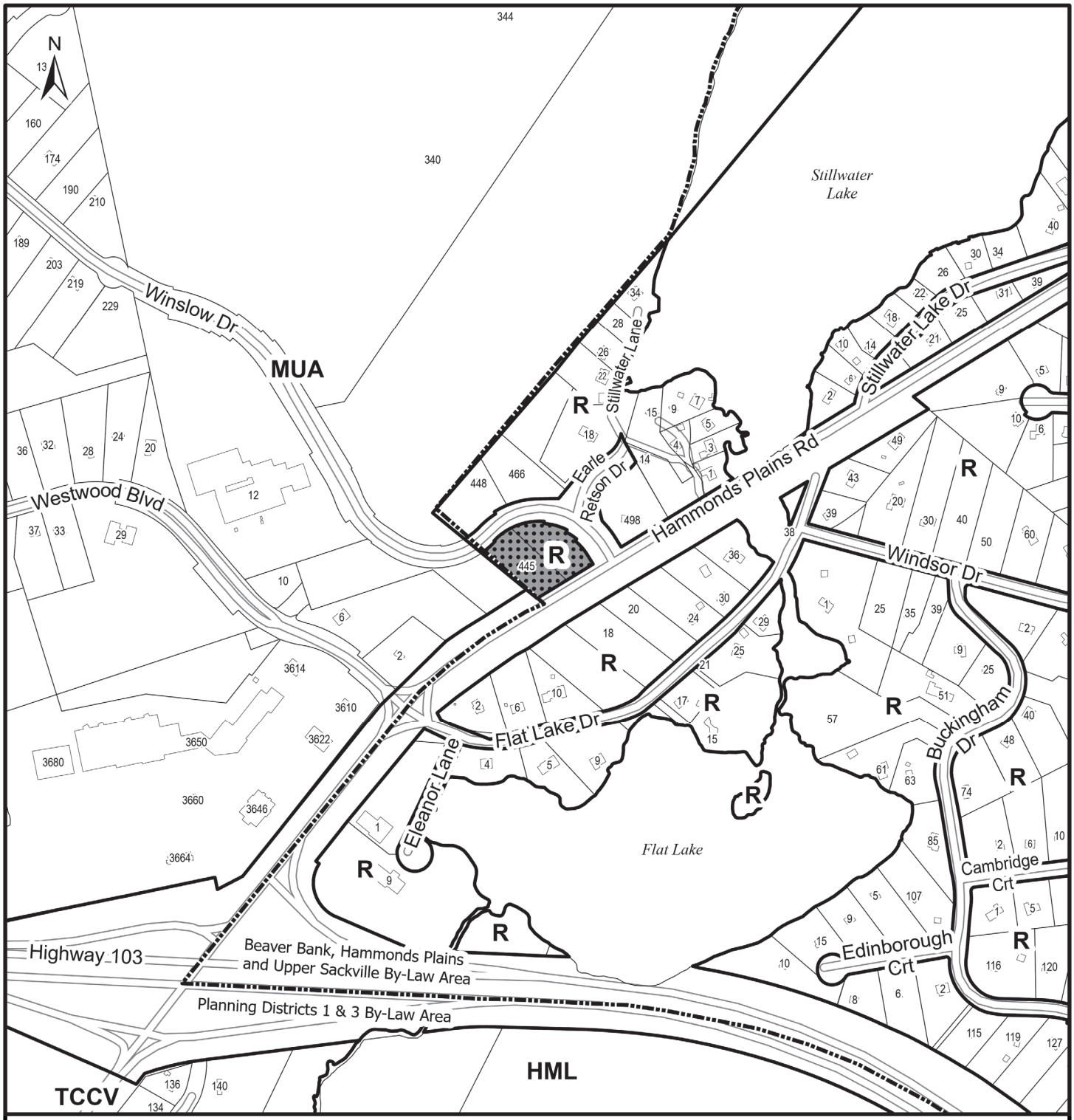
Report Prepared by: Maureen Ryan, Planner III, 782.640.0592




## Map 1 - Generalized Future Land Use

PIDs 41277765, 41277773,
Upper Tantallon

HALIFAX

Subject Properties

Plan Area Boundary

**Designation**

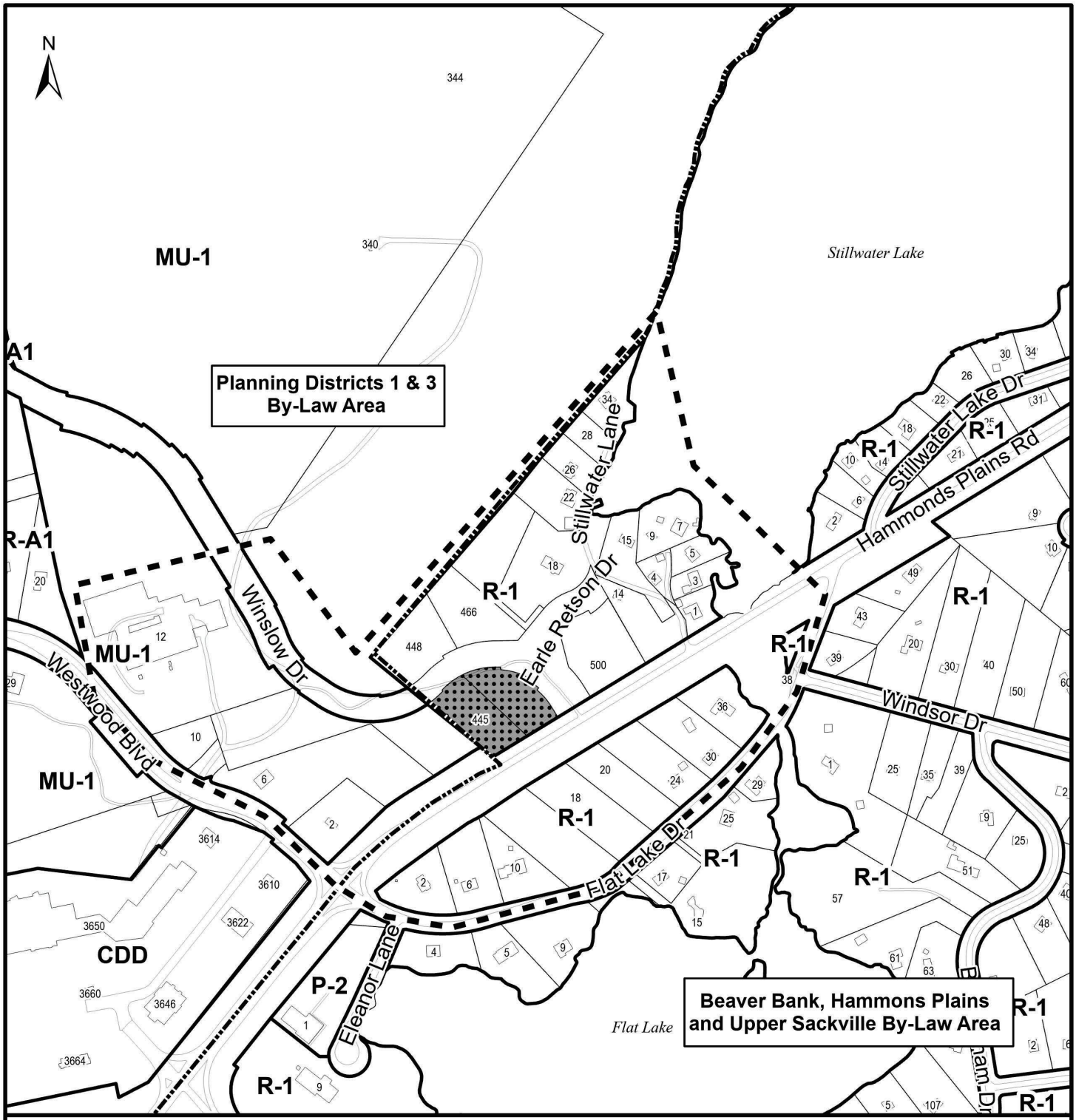
| | | |
|---|---|---|
| **BBHPUS** | R | Residential |
| **SMB** | HML | Hubley Mill Lake |
| | MUA | Mixed Use A |
| | TCCV | Tantallon Crossroads Coastal Village |

0 50 100 150 200 Meters

This map is an unofficial reproduction of a portion of the Generalized Future Land Use Map for the plan area indicated.

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

Beaver Bank, Hammonds Plains and Upper Sackville Plan Area




# Map 2 - Zoning

445 Winslow Drive,
Upper Tantallon

Subject Properties

**Zone**

BBHPUS
- R-1 Single Unit Dwelling
- P-2 Community Facility

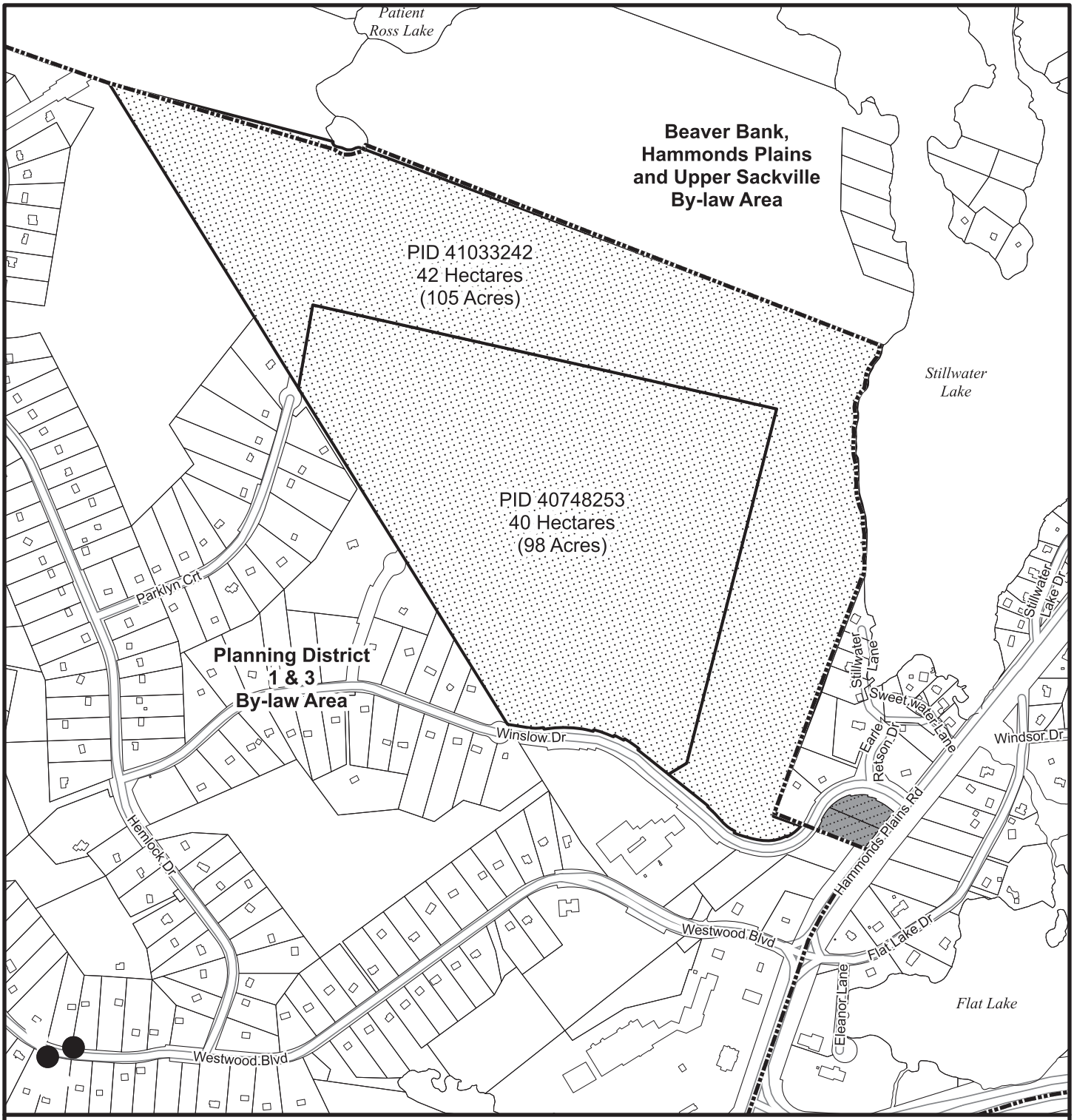
PD 1 & 3
- CDD Comprehensive Development District
- MU-1 Mixed Use 1

0 40 80 120 160 200 m

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.

Beaver Bank, Hammonds Plains and Upper Sackville By-Law Area,
Planning Districts 1 & 3 By-Law Area




## Map 3-Vacant Crown Land Parcels

Upper Tantallon

HALIFAX

Subject Properties

Vacant Crown Land Parcels

By-Law Boundary

0 50 100 150 200 250 300 Meters

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

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

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:

**[Insert Name of Corporation/Business LTD.],** a corporate body, 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 445 Winslow Drive, Upper Tantallon (PIDs 41277773 and 41277765), 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 Policies P-154 and P-137 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 PLANAPP-2023-00340 (formerly Case 24399);

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

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ATTACHMENT A

## 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 a 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 to satisfy this Agreement's terms 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.

### 2.2 Words Defined under this Agreement

2.2.1 The following definitions apply to this Agreement:

(a) “Indoor Amenity Space” means common amenity spaces for residents of the development located within the building, including but not limited to exercise facilities and multi-purpose room(s) which are designed for social gatherings and with a minimum of one room equipped with accessible kitchen facilities and washroom(s).

(b) “Outdoor Amenity Space” means common amenity space for residents of the development outside the building intended for social gatherings and recreational purposes, including but not limited to, covered patio(s), outdoor gardening facilities, and landscaped areas.

(c) “Senior Citizen Housing” means housing designed for occupation by senior citizens in the form of a multiple unit building.

(d) “Site Non-Disturbance Area” means the areas shown on Schedule B as areas where natural vegetation shall remain in place to buffer the development from the surrounding area.

## 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, generally conforms with the following Schedules attached to this Agreement and filed in the Halifax Regional Municipality as PLANAPP-2023-00340:

| | |
|---|---|
| Schedule A | Legal Description of the Lands(s) |
| Schedule B | Site Plan |
| Schedule C | Building Elevations |

**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 the following to the Development Officer, unless otherwise permitted by the Development Officer:

(a) Final Plan of Subdivision approving the consolidation of PIDs 41277773 and 41277765 must be approved by the Development Officer in accordance with Section 3.8 of this Agreement;

(b) Confirmation that site non-disturbance areas have been delineated with markers on site. Such demarcations shall be maintained by the Developer or future property owner(s) for the duration of the construction and the markers may be removed after the issuance of an Occupancy Permit for the dwelling; and

(c) A Grade Alteration Permit in accordance with By-law G-200 and 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, unless otherwise permitted by the Development Officer:

(a) A copy of all permits, licences, and approvals required by the NS Department of Environment and Climate Change respecting the design, installation, construction of the on-site wasterwater system;

(b) A copy of all permits, licences, and approvals required by the NS Department of Environment and Climate Change respecting the design, installation, construction of the on-site water distribution system; and

(c) Submission of a Landscaping Plan in accordance with Section 3.10 of this Agreement.

3.2.3 Prior to issuance of a Building Permit, the Developer shall provide the following to the Development Officer, unless otherwise permitted by the Development Officer:

(a) Written confirmation from the Development Engineer that Section 4.6 of this Agreement related to accessible pedestrian connection improvements along Winslow Drive has been satisfied.

3.2.4 Prior to the issuance of an Occupancy Permit, the Developer shall provide the following to the Development Officer, unless otherwise approved by the Development Officer:

(a) Written confirmation from a qualified professional, which the Development Officer may accept as a sufficient record of compliance with the Landscape Plan in accordance with Section 3.10 of this Agreement.

3.2.5 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 and are as generally shown on Schedule B:

(a) One three-storey Senior Citizen Housing development in the form of a multiple-unit building requiring a minimum of 31 units and a maximum of 35 units;

(b) Accessory buildings and structures as per Section 3.4.2 of this Agreement; and

(c) The Development Officer may permit unenclosed structures attached to a main building such as a gazebo, balconies, 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.

3.3.2 No accessory building shall be used for human habitation and for greater certainty, backyard and secondary suites are prohibited uses under this Agreement.

**3.4 Building Siting**

3.4.1 The Senior Citizen Housing shall comply with the following:

(a) the building shall be located on the site as generally shown on Schedule B;
(b) the maximum height of the building shall be three storeys;
(c) the building shall be set back a minimum of 5 meters (16.4 feet) from all powerlines with the exception of the electrical service to the building;
(d) the bulk and scale of the building shall be as generally shown on Schedule B and C; and
(e) the maximum dimensions of the building shall be as generally shown on Schedule B.

3.4.2 Two accessory buildings shall be permitted provided they are located outside of the site non-disturbance areas and shall comply with the following:

(a) the maximum height of any accessory building shall not exceed 4.6 metres (15 feet); and
(b) the minimum separation distance from the Senior Citizen Housing multiple-unit building shall be 2.4 metres (8 feet).

**3.5 Architectural Requirements**

3.5.1 The architectural design shall generally conform with Schedule C or an acceptable equivalent approved by the Development Officer.

3.5.2 Exterior building materials shall generally consist of the materials illustrated on Schedule C or an acceptable equivalent approved by the Development Officer.

3.5.3 Main entrances shall be clearly lit, covered, and accessible with ramps or at grade surfaces.

3.5.4 Notwithstanding subsection 3.5.1, the arrangement of windows, 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 Schedule C, and under no circumstances shall the arrangement create a condition which results in large blank or unadorned walls.

3.5.5 The accessory building or structure shall be fully accessible with entrances at grade or with ramps to accommodate mobility devices.

3.5.6 All functional elements such as vents, downspouts, flashing, electrical conduits, meters, and service connections shall be treated as integral parts of the design.

3.5.7 The building shall be designed such that the mechanical systems (HVAC, exhaust fans, etc.) or telecommunication equipment are not visible from Winslow Drive, Hammonds Plains Road or abutting residential properties but may be placed on rooftops or at ground level if it is screened.

**3.6 Amenity Space**

3.6.1 An outdoor amenity area comprising a minimum of 325 square metres (3500 square feet) shall be sited as generally shown on Schedule B. At minimum, the outdoor amenity area shall consist of covered patio(s), outdoor gardening facilities, and landscaped areas.

3.6.2 Indoor amenity spaces consisting of a total of 199.2 square metres (2145 square feet) exclusive of individual unit balconies shall be provided for in the building. At a minimum, indoor amenity spaces shall consist of exercise facilities and multi-purpose room(s) with at least one room equipped with accessible kitchen and washroom facilities.The indoor amenity space may be located on the main floor or distributed throughout the three floors provided no space is less than 3.05 metres (10 feet) in width.

**3.7 Parking, Circulation and Access**

3.7.1 Parking for the development shall include the following:

(a) a minimum of 26 underground parking spaces; and
(b) a minimum of 14 surface parking spaces as shown on Schedule B.

3.7.2 All parking areas and the proposed driveway shall be hard surfaced and the limits defined by fencing or landscaping or curb or a combination thereof.

3.7.3 Parking shall not be permitted along the proposed driveway as shown on Schedule B.

3.7.4 On-site walkways shall be provided as generally shown on Schedule B. The walkways shall be:

(a) located to provide safe and accessible pedestrian access to the building from the parking areas and from the street;
(b) shall be surfaced with a non-slip material, such as concrete, or any other suitable material to clearly delineate pedestrian walkways from vehicle circulation areas; and
(c) shall be continuous, well-lit, free of obstruction, with low curbs, and accommodate mobility devices such as walkers, wheelchairs, and scooters.

3.7.5 Areas for snow storage shall be provided as generally shown on Schedule B.

**3.8 Subdivision of the Lands**

3.8.1 Prior to the issuance of any site work including earth movement or tree removal other than that required for preliminary survey purposes, a final plan of subdivision consolidating PIDs 41277773 and 41277765 must be approved by the Development Officer in accordance with the Regional Subdivsion By-law, except where varied by this Agreement.

**3.9 Outdoor Lighting**

3.9.1 Lighting shall be directed to driveways, parking areas, loading areas, 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.

**3.10 Landscaping**

3.10.1 All plant material shall conform to the Canadian Nursery Landscape Association's Canadian Nursery Stock Standard (ninth edition).

3.10.2 Prior to the issuance of a Development Permit, the Developer agrees to provide a Landscape Plan that complies with the provisions of this section and conforms with the overall intentions for landscaping as shown on Schedule B. The Landscape Plan shall be prepared by a Landscape Architect (a full member, in good standing with the Canadian Society of Landscape Architects) and comply with all provisions of this section.

3.10.3 Prior to issuance of an 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.

3.10.4 A site non-disturbance area as shown on Schedule B shall be maintained to buffer the development from adjacent residential development. Prior to the issuance of a permit the Developer shall provide a letter prepared by a Nova Scotia Land Surveyor certifying that the site non-disturbance areas shown on Schedule B have been delineated on-site.

3.10.5 Notwithstanding Section 3.10.2, 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 an 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.

**3.11 Maintenance**

3.11.1 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.

3.11.2 All disturbed areas of the Lands shall be reinstated to their original condition or better.

**3.12 Screening**

3.12.1 Propane tanks and electrical transformers shall be located on the site in such a way as to ensure

minimal visual impact from Winslow Drive and Hammonds Plains Road. 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.

3.12.3 Any mechanical equipment located on the ground shall be screened from view from adjacent properties and from any public street by means of opaque fencing, landscaping, or building elements or a combination thereof.

**3.13 Signs**

3.13.1 The sign requirements shall be in accordance with the applicable Land Use By-law as amended from time to time.

3.13.2 A maximum of one ground sign shall be permitted at the entrance to the development to denote the development name. The location of such sign shall require the approval of the Development Officer and Development Engineer. The maximum height of such sign inclusive of support structures shall not exceed 1.5 metres (5 feet) and the face area of any sign shall not exceed 4.65 square metres (50 square feet). Such sign 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.

**3.14 Temporary Construction Building**

3.14.1 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 Occupancy Permit.

## PART 4: STREETS AND SERVICES

**4.1 General Provisions**

4.1.1 All design and construction of primary and secondary service systems, including the off-site sidewalk along Winslow Drive and driveway entrance, 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 On-Site Water System**

4.3.1 The Lands shall be serviced through a privately operated on-site water distribution system. The Developer agrees to have obtained any necessary registration and approvals from NS Department of the Environment and Climate Change for the privately owned and operated on-site water distribution system. The construction of 2 wells are required as recommended by the Level 1 and

2 Groundwater Assessment for Winslow Drive, Upper Tantallon, NS (PIDs 41277765 and 41277773) prepared by FracFlow Consultants Inc. for PLANAPP-2023-00340.

**4.4 On-Site Sanitary System**

4.4.1 The Lands shall be serviced through a privately owned and operated sewer systems and treatment facilities. The Developer agrees to have a 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 before receiving a copy of all permits, licenses, and approvals required by the NS Department of the Environment and Climate Change respecting the design, installation, and construction of the on-site sewer system.

**4.5 Solid Waste Facilities**

4.5.1 The building shall be designed in accordance with By-law 600 as amended from time to time. This designated space shall be shown on the building plans for approval by the Development Officer and Building Offical in consultation with HRM Solid Waste Resources.

4.5.2 Refuse and recycling containers and waste compactors shall be located within the property boundaries and shall be fully screened from the public view (streets and sidewalks) where necessary by means of opaque fencing or real masonary walls with landscaping.

**4.6 Accessible Pedestrian Connection Improvements**

4.6.1 The Developer shall be responsible for an accessible pedestrian connection, including drainage components such as curb and gutter, along the eastern side of Winslow Drive from the north side of the driveway entrance of the Lands and continuing to the intersection of Winslow Drive and Hammonds Plains Road as shown on Schedule B. At the time of issuance of the Building Permit, the Development Engineer, at their sole discretion, shall determine if the Developer shall provide either:

(a) the design and construction of the accessible pedestrian connection, constructed in accordance with the Municipal Design Guidelines at the Developer's sole cost and expense; or

(b) a money-in-lieu contribution for the design and construction of the accessible pedestrian connection.

**PART 5: ENVIRONMENTAL PROTECTION MEASURES**

**5.1 Private Storm Water Facilities**

5.1.1 All private stormwater 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 Blasting**

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

**5.4 Archaelogical Monitoring and Protection**

5.4.1 The Developer shall contact the Coordinator of Special Places of the Nova Scotia Department of Communities, Culture and Heritage prior to any disturbance of the Lands and the Developer shall comply with the requirements set forth by the Province of Nova Scotia in this regard.

**PART 6: AMENDMENTS**

**6.1 Substantive Amendments**

6.1.1 Amendments to any matters 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 the Chief Administrative Officer for the Municipality.

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 seven 7 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.

**7.4 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;
(c) discharge this Agreement; or
(d) 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.

7.4.2 For the purpose of this section, completion of development shall mean issuance of an Occupancy Permit for the senior citizen housing building.

7.4.3 In the event that development on the Lands has not been completed within twelve (12) 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 to 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 defense 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.

ATTACHMENT A

**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: _____

Name: _____

Position: _____

Date Signed: _____

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**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**

Date signed: _____

_____
Witness

Per:_____
**MUNICIPAL CLERK**

Date signed: _____

ATTACHMENT A

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 Mayor Andy Fillmore 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

Schedule A

PID 41277773 Parcel Description

ALL THAT CERTAIN lot, piece or parcel of land situated at Winslow Drive and Hammonds Plains Road, Upper Tantallon, Halifax County, Nova Scotia shown as Lot 4B on a Plan of Survey of Lots 1, 2A, 2B, 2C, 2D, 3, 4A and 4B, a subdivision of PID 00644435, Lands Conveyed to Gordon Sinclair Earle & Madeleine Jane Earle, signed by Michael J. Crant, N.S.L.S., dated April 23, 2008, approved September 16, 2008 and recorded at the Registry of Deeds for Halifax County as Plan Number 91660911. Said Lot 4B being more particularly described as follows:

BEGINNING at a point on the northwestern boundary of Hammonds Plains Road. Said point being most eastern corner of Lot 4A as shown on the above-mentioned plan;

THENCE North 58 degrees 33 minutes 36 seconds East, a distance of 127.00 feet along said northwestern boundary of Hammonds Plains Road to its intersection with a southwestern boundary of Winslow Drive;

THENCE North 31 degrees 45 minutes 22 seconds West a distance of 45.80 feet along said southwestern boundary Winslow Drive to a point of curvature;

THENCE Northwesterly, following a curve to the left having a radius of 230.00 feet, an arc distance of 75.94 feet along a curved southwestern boundary of Winslow Drive to a point (chord bearing and distance being North 41 degrees 12 minutes 52 seconds West and 75.59 feet, respectively);

THENCE North 39 degrees 19 minutes 39 seconds East, a distance of 10.00 feet along a northwestern boundary of Winslow Drive to a point;

THENCE Northwesterly, following a curve to the left having a radius of 240.00 feet, an arc distance of 52.34 feet along a curved southwestern boundary of Winslow Drive to a point (chord bearing and distance being North 56 degrees 55 minutes 11 seconds West and 52.23 feet, respectively);

THENCE North 26 degrees 49 minutes 59 seconds East, a distance of 10.00 feet along a northwestern boundary of Winslow Drive to a point;

THENCE Westerly, following a curve to the left having a radius of 250.00 feet, an arc distance of 98.99 feet along a curved southern boundary of Winslow Drive to a point (chord bearing and distance being North 74 degrees 30 minutes 40 seconds West and 98.35 feet, respectively);

THENCE North 04 degrees 08 minutes 42 seconds East, a distance of 9.00 feet along a western boundary of Winslow Drive to a point;

THENCE Westerly, following a curve to the left having a radius of 259.00 feet, an arc distance of 141.23 feet along a curved southern boundary of Winslow Drive to the most northern corner of Lot 4A (chord bearing and distance being South 78 degrees 31 minutes 20 seconds West and 139.50 feet, respectively);

THENCE South 46 degrees 53 minutes 03 seconds East, a distance of 314.13 feet along the northeastern boundary of said Lot 4A to the PLACE 0IF BEGINNING.

CONTAINING 40,004 square feet.

SUBJECT TO a portion of a 100-foot wide Nova Scotia Power Incorporated Right of Way. Said portion of said right of way being shown and mathematically delineated on the above-mentioned Registry of Deeds Plan Number 91660911.

BEARINGS are Nova Scotia Coordinate Survey System Grid Bearings, referred to

Central Meridian 64 degrees 30 minutes West Longitude.

This parcel complies with the subdivision provisions of Part IX of the Municipal Government Act.

PID 41277765 Parcel Description

ALL THAT CERTAIN lot, piece or parcel of land situated at Winslow Drive and Hammonds Plains Road, Upper Tantallon, Halifax County, Nova Scotia shown as Lot 4A on a Plan of Survey of Lots 1, 2A, 2B, 2C, 2D, 3, 4A and 4B, a subdivision of PID 00644435, Lands Conveyed to Gordon Sinclair Earle & Madeleine Jane Earle, signed by Michael J. Crant, N.S.L.S., dated April 23, 2008, approved September 16, 2008 and recorded at the Registry of Deeds for Halifax County as Plan Number 91660911. Said Lot 4A being more particularly described as follows:

BEGINNING at a point on the northwestern boundary of Hammonds Plains Road. Said point being the most southern corner of Lot 4B as shown on the above-mentioned plan;

THENCE North 46 degrees 53 minutes 03 seconds West, a distance of 314.13 feet along the southwestern boundary of said Lot 4B to the most western corner thereof. Said point being on a curved southeastern boundary of Winslow Drive;

THENCE Southwesterly, following a curve to the left having a radius of 259.00 feet, an arc distance of 87.98 feet along said curved southeastern boundary of Winslow Drive to a point (chord bearing and distance being South 53 degrees 10 minutes 05 seconds West and 87.56 feet, respectively);

THENCE South 46 degrees 33 minutes 48 seconds East a distance of 5.00 feet along a northeastern boundary of Winslow Drive to a point;

THENCE Southwesterly, following a curve to the right having a radius of 346.00 feet, an arc distance of 71.93 feet along a curved southeastern boundary of Winslow Drive to its intersection with the northeastern boundary of Lot 2, lands conveyed to Her Majesty The Queen in Right of the Province of Nova Scotia (chord bearing and distance being South 49 degrees 23 minutes 32 seconds West and 71.80 feet, respectively);

THENCE South 50 degrees 41 minutes 08 seconds East, a distance of 294.77 feet along said northeastern boundary of Lot 2 and in continuation thereof along a northeastern boundary of Hammonds Plains Road to its intersection with the aforementioned northwestern boundary of Hammonds Plains Road;

THENCE North 58 degrees 33 minutes 36 seconds East, a distance of 143.24 feet along said northwestern boundary of Hammonds Plains Road to the PLACE OF BEGINNING.

CONTAINING 45,059 square feet.

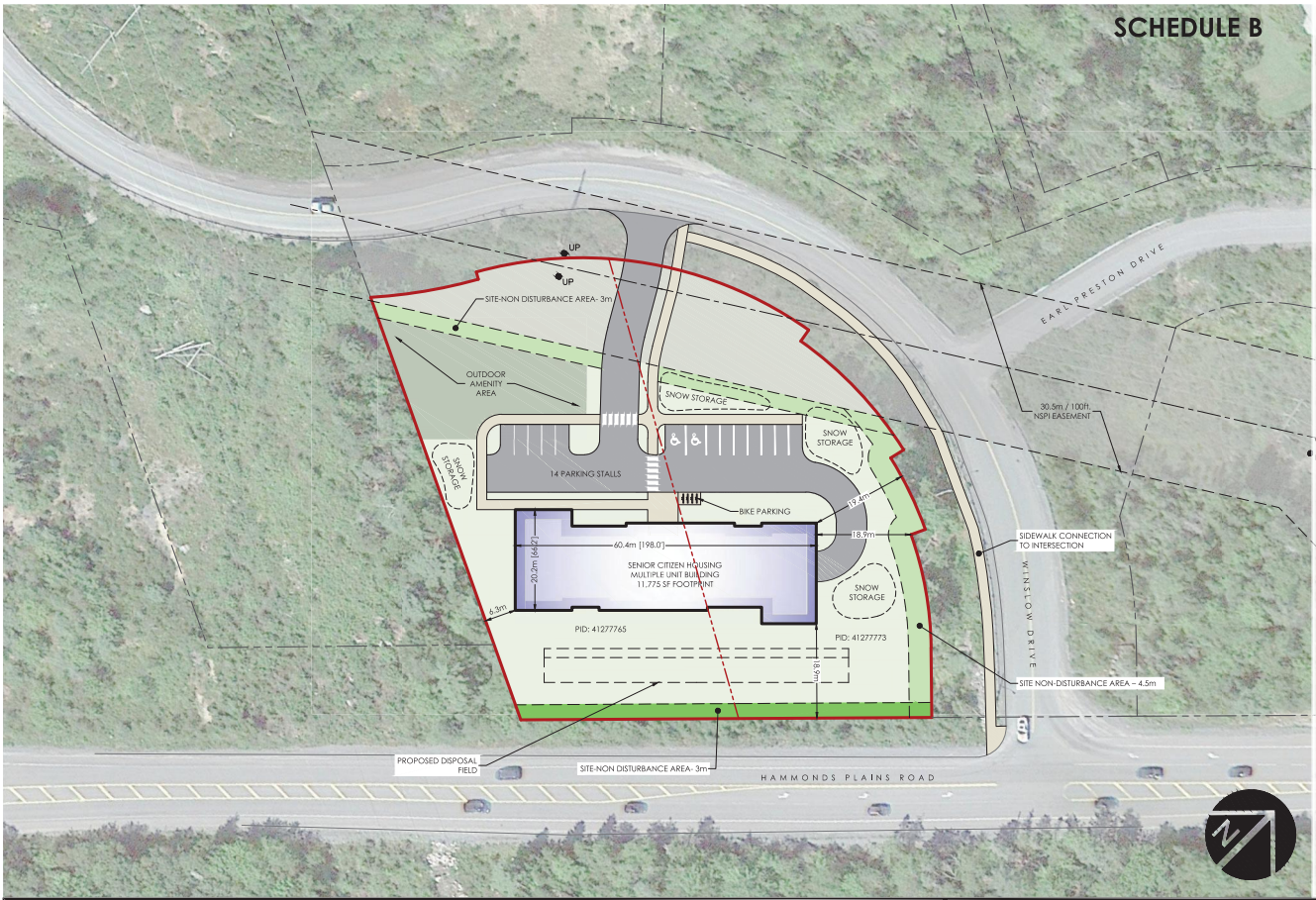
SUBJECT TO a portion of a 100-foot wide Nova Scotia Power Incorporated Right of Way. Said portion of said right of way being shown and mathematically delineated on the above-mentioned Registry of Deeds Plan Number 91660911.

BEARINGS are Nova Scotia Coordinate Survey System Grid Bearings, referred to

Central Meridian 64 degrees 30 minutes West Longitude.

This parcel complies with the subdivision provisions of Part IX of the Municipal Government Act.

# SCHEDULE B




**LEGEND**

- Site Boundary
- Adjacent Property Boundary
- Existing Internal Boundary

**SITE SUMMARY:**

- PID: 41277765 and 41277773
- Total Land Area: 85,063 SF

**NOTES:**

- Subject to survey. Property lines and topographic features are approximate only.
- Site subject to by-law review and regulations.

**SOURCES:**

- Topographic features are from Provincial Mapping
- Plan based on file: '3_4a_4b winslow drive - site plan.dwg'

SCALE:

0 5 10 20 35m

1 : 750

| | | | | | |
|---|---|---|---|---|---|
| zzap architecture + planning — 1 Canal St, Dartmouth NS B2Y 2W1 — zzap.ca | CLIENT **RAMAR DEVELOPMENTS LTD.** | PROJECT **WINSLOW DRIVE AND HAMMONDS PLAINS ROAD** Upper Tantallon, Nova Scotia | DRAWING **SCHEDULE B - SITE PLAN** | PROJECT NO. **19-056** DRAWN BY: KJW DATE: MARCH 7, 2025 | DRAWING NUMBER **108** |

FILE: C:\Users\Keryn\Jwicker Zarecki Architecture & Planning\Projects - Documents\2019\19-056 Ramar - Upper Tantallon\PLAN\DWG\1_Site Plan\19-056-SITE_PLAN-108.dwg SHEET: 11x17

## SCHEDULE C

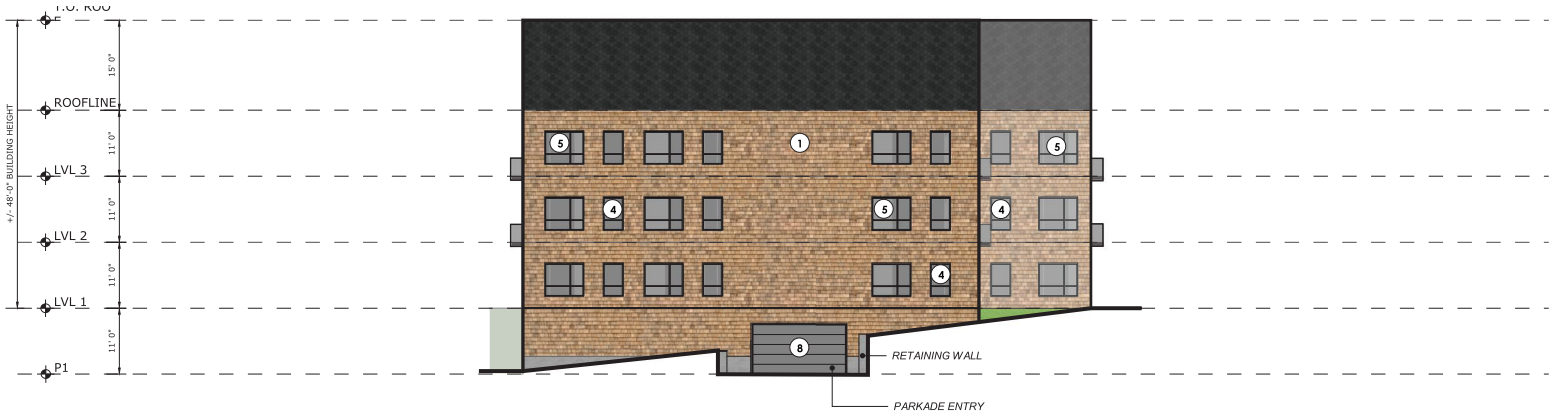
| EXTERIOR MATERIALS LEGEND | |
|---|---|
| 1 | CEDAR SHINGLE / CLADDING |
| 2 | ENGINEERED CLADDING |
| 3 | PVC/ALUMINUM FRAMED PATIO DOOR |
| 4 | 3'0" PVC/ALUMINUM WINDOW |
| 5 | 6' 4" PVC/ALUMINUM WINDOW |
| 6 | 7' 9" PVC/ALUMINUM WINDOW |
| 7 | 16' STOREFRONT GLAZING |
| 8 | GARAGE DOOR |
| 9 | --- |

*NORTH ELEVATION*

| | | | | |
|---|---|---|---|---|
| zzap architecture + planning — 1 Canal St, Dartmouth NS B2Y 2W1 \| zzap.ca | CLIENT: **RAMAR DEVELOPMENTS LTD.** | PROJECT: **W NSLOW DR VE AND HAMMONDS PLA NS ROAD** Upper Tantallon, Nova SBotia | DRAWING: **SCHEDULE C NORTH ELEVAT ON** SCALE: Q200 | PROJECT NO. **19-056** DRAWN BE: MC ISSUED DOR DA DATE: November 3, 2023 — SCHEDULE **03** |

## SCHEDULE C

| EXTERIOR MATERIALS LEGEND | |
|---|---|
| 1 | CEDAR SHINGLE / CLADDING |
| 2 | ENGINEERED CLADDING |
| 3 | PVC/ALUMINUM FRAMED PATIO DOOR |
| 4 | 3'0" PVC/ALUMINUM WINDOW |
| 5 | 6' 4" PVC/ALUMINUM WINDOW |
| 6 | 7' 9" PVC/ALUMINUM WINDOW |
| 7 | 16' STOREFRONT GLAZING |
| 8 | GARAGE DOOR |
| 9 | --- |




*EAST ELEVATION*

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CLIENT
**RAMAR DEVELOPMENTS LTD.**

PROJECT
**W NSLOW DR VE AND HAMMONDS PLA NS ROAD**
Upper Tantallon, Nova SBotia

DRAWING
**SCHEDULE C**
**EAST ELEVAT ON**
SCALE: Q200

PROJECT NO. **19-056**
DRAWN BE: MC
ISSUED DOR DA
DATE: November 3, 2023

SCHEDULE
**04**

## SCHEDULE C

| EXTERIOR MATERIALS LEGEND | |
|---|---|
| 1 | CEDAR SHINGLE / CLADDING |
| 2 | ENGINEERED CLADDING |
| 3 | PVC/ALUMINUM FRAMED PATIO DOOR |
| 4 | 3'0" PVC/ALUMINUM WINDOW |
| 5 | 6' 4" PVC/ALUMINUM WINDOW |
| 6 | 7' 9" PVC/ALUMINUM WINDOW |
| 7 | 16' STOREFRONT GLAZING |
| 8 | GARAGE DOOR |
| 9 | --- |

*SOUTH ELEVATION*

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PROJECT
**W NSLOW DR VE AND HAMMONDS PLA NS ROAD**
Upper Tantallon, Nova SBotia

DRAWING
**SCHEDULE C**
**SOUTH ELEVAT ON**
SCALE: Q200

PROJECT NO. **19-056**
DRAWN BE: MC
ISSUED DOR DA
DATE: November 3, 2023

SCHEDULE
**05**

## SCHEDULE C

| EXTERIOR MATERIALS LEGEND | |
|---|---|
| 1 | CEDAR SHINGLE / CLADDING |
| 2 | ENGINEERED CLADDING |
| 3 | PVC/ALUMINUM FRAMED PATIO DOOR |
| 4 | 3'0" PVC/ALUMINUM WINDOW |
| 5 | 6' 4" PVC/ALUMINUM WINDOW |
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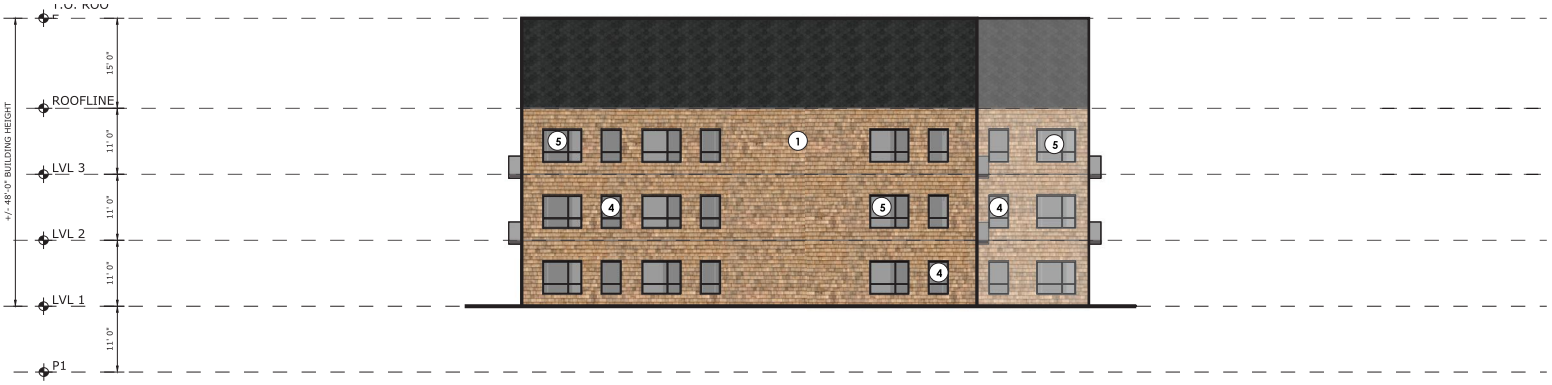
| 9 | --- |




*WEST ELEVATION*

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CLIENT
**RAMAR DEVELOPMENTS LTD.**

PROJECT
**W NSLOW DR VE AND HAMMONDS PLA NS ROAD**
Upper Tantallon, Nova SBotia

DRAWING
**SCHEDULE C**
**WEST ELEVAT ON**
SCALE: Q200

PROJECT NO. **19-056**
DRAWN BE: MC
ISSUED DOR DA
DATE: November 3, 2023

SCHEDULE
**06**

## ATTACHMENT B
## REVIEW OF RELEVANT PLANNING POLICIES

| Beaver Bank, Hammonds Plains and Upper Sackville Municipal Planning Strategy | |
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| **RESIDENTIAL DESIGNATION** | |
| **Policy** | **Staff Comments** |
| ***Policy P-39***<br>*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:* | |
| *(a) that the architectural design, including the scale of any building, (s) and its exterior finish are compatible with adjacent land uses;* | The proposed building is three storeys in height and 1094 square metres (11,775 square feet) in footprint, which is an appropriate scale for the 0.78 hectares (1.95 acres) site. The height of the proposed building is no taller than what is permitted as-of-right by the R-1 (Single Unit Dwelling) zone of the Beaver Bank, Hammonds Plains and Upper Sackville Land Use By-Law on these properties and surrounding properties. The proposal includes variation within the building facades, use pitched roofs and high-quality materials, and include at-grade entrances. The development agreement will further specify the requirements for these architectural features to ensure compatibility with adjacent land uses. |
| *(b) that adequate separation distances are maintained from low density residential developments and that landscaping measures are carried out to reduce visual effects;* | The subject property is currently surrounded by vacant land and some low-density residential housing. A 3.0 metre site non-disturbance area is proposed on the northern side of the property, on the edge of the Nova Scotia Power easement and along the southern property line. A 4.5 metre site non-disturbance area is also proposed along the western property line. This will provide a visual buffer from any adjacent land uses. The development agreement will also require that minimum separation distances, setbacks, and landscaping be maintained. |
| *(c) that open space and parking areas are adequate to meet the needs of senior citizens and that they are attractively landscaped;* | The proposal is 31-dwelling units (maximum 35 units) and 40 parking spaces. This is a ratio 1.29 – 1.14 parking spaces per unit. 26 of the proposed parking spaces are underground, while 14 are surface parking. This is more than the 0.33 spaces per unit required for an ordinary multiple unit dwelling under the Land Use By-law. The Municipality can vary conditions under a development agreement to meet the requirements of a proposed development. Within a rural area the tenants will require vehicles for transport throughout the community and 40 spaces is sufficient to provide parking for tenants, visitors and staff.<br><br>There is a conceptual level landscaping illustrated on Schedules B of the development agreement. Indoor and outdoor amenity area(s) are also proposed to meet the needs for social gatherings. |

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| *(d) preference for a site which has access to commercial and community facility uses;* | There are a variety of commercial and community facility uses located near the subject site, including: the nearby Tantallon Library, Tantallon Plaza Shopping Centre, and St Margaret's Centre, which are within walking distance or a short drive. A variety of services can be accessed in this area, including health services, a veterinary hospital, retail services, grocery store, personal services, restaurant services, transit services, recreation services, community programs, community events, Dauphinee's Pond Park, and St. Nicholas Anglican Church. There is a bus stop located nearby at Stillwater Lake which provides access from Upper Tantallon to the Lacewood Terminal with stops to other places along the way. The Developer proposes to construct a sidewalk from the driveway entrance to this site to the Hammonds Plains Road intersection to facilitate pedestrian access. The Regional Plan designated this area as a Rural District Growth Centre that is recognized as a service centre within which to access transit services, active transportation, and shared park and ride facilities. This Rural District Growth Centre is an area within which to provide streetscaping and an interconnected system of private and public open space. |
| *(e) general maintenance of the development;* | The development agreement provides requirements for the general maintenance of the development. |
| *(f) preference for a development which serves a local community need; and* | Senior citizens housing is in demand in rural areas of the Municipality to allow residents to continue to reside within their own communities as they age. The proposed development is intended to provide alternative, market-based rental housing for seniors in the Upper Tantallon, Stillwater Lake and Hammonds Plains communities. |
| *(g) the provisions of Policy P-137* | See below. |
| **IMPLEMENTATION**<br>Development Agreements | |
| ***Policy P-137***<br>*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:* | |
| *(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;* | The Municipal Planning Strategy for Beaver Bank, Hammonds Plains and Upper Sackville previously contained policy to allow for the consideration of a senior citizens development on this site. This application was received prior to 'senior citizen housing' being removed from the planning documents and therefore can be considered by Council under the enabling policy in place at the time the application was deemed completed. The aim of this policy was to recognize the need for senior citizens housing in the area. |
| *(b) that the proposal is not premature or inappropriate by reason of:* | See below. |
| *(i) the financial capability of the Municipality to absorb any costs relating to the development;* | It is not anticipated that the development will incur any costs to the Municipality. |
| *(ii) the adequacy of central or on-site sewerage and water services;* | The proposed development will be serviced with a private, on-site sewage treatment system and on-site water system. A hydrogeological report submitted by Fracflow advises that there is a sufficient amount of groundwater resources to service the proposed development without any significant impacts on other |

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| | wells within the surrounding area. The quality of the water was tested and it was determined that parameters that were found can be treated and a treatment and monitoring plan was recommended by Fracflow. The hydrogeological assessment report showed that turbidity, aluminum, manganese, arsenic and radon were above the Canadian Drinking Water Guidelines. The wells will have to be registered as a public water supply with the Nova Scotia Department of Environment and Climate Change under the Nova Scotia Water and Wastewater and Public Water Supply Regulations. Under these Regulations the property owner is required to ensure that all microbiological, chemical, radiological and physical water characteristics do not exceed maximum acceptable concentration for substances as set out under the Canadian Drinking Water Quality. As a registered public water supply, the property owner will have to have the wells tested by an authorized laboratory and monitored at the frequency set out by the Nova Scotia Department of Environment and Climate Change to ensure that water quality parameters do not exceed the Canadian Drinking Water Quality. |
| *Iiiio the adequacy or proximity of schoolA recreation or other community facilities;* | The proposed development is not anticipated to impact local schools, given the age demographic of the future residents. The proposed development is in close proximity to St Margaret's Centre (community facility/recreation centre) and future residents will likely make use of that facility, which is not anticipated to have a negative impact. |
| *Iivo the adequacy of road networks leading or adjacent to or within the development; and* | A Traffic Impact Study (TIS) has been submitted, reviewed by HRM and has determined there is sufficient capacity within the road network to meet the anticipated traffic demand of the proposed development. |
| *Ivo the potential for damage to or for destruction of designated historic buildings and sitesc* | N/A |
| *Ico that controls are placed on the proposed development so as to reduce conflict with any adjacent or nearby land uses by reason of:* | See below. |
| *Iio type of use;* | The development agreement will provide controls for type of use and design of the residential development with respect to its purpose as senior citizen housing. The proposed development is designed to meet the needs of seniors with unit type, special design features in the unit and indoor and outdoor amenities. |
| *Iiio heightA bulk and lot coverage of any proposed building;* | The proposed development is three storeys in height which is consistent with the R-1 (Single Unit Dwelling) zone permissions for surrounding properties. The footprint of the building is modest given the overall lot size of the subject property, with reasonable lot coverage and adequate open space and parking to suit the rural area. |
| *Iiiio traffic generationAaccess to and egress from the siteAand parking;* | The TIS demonstrates that there is sufficient capacity within the road network to accommodate the proposed development, and that the proposed driveway meets the stopping site distance requirements. The developer proposes 40 parking spaces with 26 spaces underground and 14 surface parking spaces near the front entrance, which is adequate to service the development and the needs of seniors. |

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| *Iivo open storage;* | Open storage is not proposed as part of this development. Subsection 4.5.2 requires screening of any waste, recycling or compaction facilities proposed to be located outside of the building. |
| *Ivo signs; and* | Proposed signage must meet the requirements of Section 3.13. |
| *Ivio any other relevant matter of planning concernc* | A relevant matter of planning concern is that the proposed development is adequately designed for senior citizens. The design provisions will be administered through the development agreement. Please see comment P-137(c)(i).<br><br>Another matter is the power transmission main traversing the site. The Nova Scotia Power Corporation recommended that any building be set back a minimum of 5 metres from the transmission main. The building is proposed to be setback 20 – 32 metres from the transmission main which is 3-5 times greater than the minimum recommendation. |
| *Ido that the proposed site is suitable in terms of the steepness of gradesA soil and geological conditionsA locations of watercoursesA marshes or bogs and susceptibility to floodingc* | The site is underlain by granite and is overlain by a glacial till that has a coarse stony texture. The slope over the site is gentle, extending from Hammonds Plains Road to Winslow Drive. The site is fully treed and has no wetlands or watercourses that would make the site susceptible to subsidence or flooding. |
| *Ieo Within any designationAwhere a holding zone has been established pursuant to "Infrastructure Charges p Policy Pp8. "A Subdivision Approval shall be subject to the provisions of the Subdivision Bypdaw respecting the maximum number of lots created per yearAexcept in accordance with the development agreement provisions of the MGA and the "Infrastructure Charges" Policies of this MPSc* | N/A |
| ***Policy P-153***<br>*Notwithstanding Policies Pp9A and Pp9BA applications for nonpsubstantive amendments to development agreements that now meet the definition of shared housing with special care in the land use bypdaw that were in effect on the coming in force of Policies Pp9AA and Pp9BA shall be considered under the policies in effect at the time the development agreement was approvedA provided that the proposed amendments were identified in the agreement as nonpsubstantivec* | This policy allows any development agreements for seniors housing developments that were in effect at the time of the coming into force of the shared housing with special care policies to be amended in accordance with Policy P-39.<br><br>This policy will not enable any amendments (substantive or non-substantive) to this development agreement since this development agreement was not in force and effect before the shared housing policies came into effect. |
| ***Force and effect Policy P-154***<br>*Complete applications for development agreements on file with the Municipality located in this plan areaAwhich were received on or before July . yAyt yyAshall continue to be considered under the policies in effect on immediately prior to that datec Where any such application is withdrawnA significantly alteredA or refused by CouncilA any new development applications shall be subject to all applicable requirements of this Plan and the Land Use BypdawcApplications that have not proceeded to public hearing within u6* | This policy enables consideration of this development agreement because a completed application for this development was made on June 29, 2022 before the first notice of the shared housing policies was made on July 12, 2022.<br><br>This proposed development can be considered under Policy P-39 until July 11, 2025. |

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| *months of July . yAyt yy shall be subject to all applicable requirements of this Plan and the Land Use BypLawc* | |
| **Halifax Regional Municipal Planning Strategy (Regional Plan)** | |
| **9.6.A Priorities Plans** | |
| **Policy G-14A**<br>*In considering development agreements or amendments to development agreementsAor any proposed amendments to the Regional PlanAsecondary planning strategiesAor land use bypdawsAin addition to the policies of this PlanAHRM shall consider the objectivesApolicies and actions of the priorities plans approved by Regional Council since yt . 4Aincluding:* | |
| *Iao The Integrated Mobility Plan;*<br>*Ibo Halifax Green Network Plan;*<br>*Ico HalifACT;*<br>*Ido Halifax's Inclusive Economic Strategy yt yypyt y7; and*<br>*Ieo any other priority plan approved by Regional Council while this policy is in effectc* | The objectives, policies, and actions in the Priorities Plans outlined in G-14A do not appear to impact or be affected by this proposal. |