

North West Community Council
February 25, 2013

TO: Chair and Members of North West Community Council

SUBMITTED BY: Original Signed

Brad Anguish, Director, Community and Recreation Services

DATE: February 15, 2013

SUBJECT: **Case 17585: Open Space Design Development Agreement – 130 Dreamcatcher Lane, Hubley**

ORIGIN

Application by Sunrose Land Use Consulting.

LEGISLATIVE AUTHORITY

HRM Charter; Part VIII, Planning & Development

RECOMMENDATION

It is recommended that North West Community Council:

1. Give Notice of Motion to consider the development agreement contained in Attachment A of this report, to allow for a Classic Open Space Design development agreement at 130 Dreamcatcher Lane, Hubley, and schedule a public hearing;
2. Approve the development agreement contained in Attachment A to allow for a Classic Open Space Design development agreement at 130 Dreamcatcher Lane, Hubley; and
3. Require that the development agreement be signed by the property owner within 120 days, or any extension thereof granted by Council on request of the applicant, from the date of final approval of said agreement by Council and any other bodies as necessary, whichever is later, including applicable appeal periods; otherwise this approval shall be void and any obligations arising hereunder shall be at an end.

EXECUTIVE SUMMARY

Sunrose Land Use Consulting has submitted an application for 130 Dreamcatcher Lane, Hubley, on behalf of the property owner, Foxwood Developments Limited. The application proposes a Classic Open Space Design development for 57 residential units through a development agreement. The residential development includes provisions for single unit dwellings, two unit dwellings and townhouse style dwellings. The application proposes no subdivision. Services such as septic systems will be shared and access to each residential unit will be through common shared private driveways. The application is further proposing that rainwater collection, through the use of cisterns, will be used to supply water to the development. Wells will be used as a supplementary water source. Through the Classic Open Space Design provisions, development is confined to 40% of the property, while the remaining 60% is retained for passive recreation and conservation use.

The subject property is adjacent to a former salvage yard that had caused contamination to the drinking water of 12 neighbouring residential properties in the 1980s and 1990s. As such, a mini water utility, which is owned by the province but operated by Halifax Water, was established at 130 Dreamcatcher Lane to provide water services to those 12 neighbouring properties. The proposed development agreement includes provisions to reduce potential impacts on the mini water utility.

This report highlights features of the development and Regional Municipal Planning Strategy (RMPS) policy considerations including the proposed development standards, the permissible density, shared services and issues surrounding water usage. In staff's opinion, the proposed development is consistent with the applicable policies of the Regional Municipal Planning Strategy. Therefore, staff recommend that Council approve the proposed development agreement as attached to this report.

BACKGROUND

Sunrose Land Use Consulting, on behalf of the property owner, Foxwood Developments Limited, is proposing a residential development at 130 Dreamcatcher Lane in the Hubley area (see Maps 1 and 2). The subject property is 58.42 hectares in area and a portion of the property abuts the St. Margarets Bay Road. The Regional Plan limits the amount of development permitted through as-of-right subdivision in areas not serviced by central water and sanitary sewer systems. Therefore, the applicant is proposing to develop the subject property for an open space design subdivision through the development agreement process.

Open Space Design Development

With the adoption of the Regional Plan and Regional Subdivision By-law in 2006, the as-of-right subdivision of land in most unserviced areas throughout HRM is limited to 8 lots unless the subdivision was approved prior to 2004. New subdivisions involving more than 8 lots are now only considered through the development agreement process.

An Open Space Design Development is a creative form of subdivision design that conserves open space in a contiguous form. The basic principal is to locate homes on portions of the property which are best suited for development, while retaining the remainder of the property as undisturbed open space. It is important to note that open space is different from parkland.

The Classic form of Open Space Design Development involves the entire development being under single ownership. The key objective of Classic Open Space Design Developments is to minimize road development and focus development on areas that are most suitable from an ecological and cultural stand point. Therefore, only 40% of the property can be developed while the remaining 60% must be retained as common open space. Dwellings are to be clustered together and services such as septic systems and driveways are to be shared. As development and services are to be clustered, the Classic form of Open Space Design Developments allows the consideration of a maximum density of one residential unit per acre.

Proposal

The applicant is proposing to develop a Classic Open Space Design development through the development agreement process. Features of the development include:

- 57 residential units in the form of single unit dwellings, two unit dwellings and townhouse blocks to be developed in three phases;
- Provisions to allow for the development of common use buildings;
- Compatibility measures such as landscaping buffers and setbacks to limit conflict in use with neighbouring uses;
- Limitation on the development of wells located within 150 metres from the existing mini water utility located on the subject property;
- Access to residential units through a common shared private driveway system;
- Proposed ownership will be through a condominium corporation;
- Septic systems will be shared between two or three dwellings;
- Rainwater collection, through the use of cisterns, is to provide most of the water to the development and will be supplemented by wells; and
- 60% of the land will be retained for common open space and used for conservation and passive recreation uses.

Location, Designation and Zoning

The subject property is located off St. Margarets Bay Road in the community of Hubley. Dreamcatcher Lane is a private lane that provides access to 3 properties and a mini water utility which is located on the subject property. The proposed development will not be accessed by Dreamcatcher Lane, but by St. Margarets Bay Road (see Schedules B and C of the proposed development agreement).

The subject property is designated MRR (Mixed Rural Residential) in the Municipal Planning Strategy for Planning Districts 1 & 3 and is designated Rural Commuter in the Regional Plan. The subject property is zoned MRR-1 (Mixed Rural Residential) in the Land Use By-law for Planning Districts 1 & 3 which permits a variety of residential, commercial, resource and community uses (see Maps 1 and 2).

The subject property is currently undeveloped and is mainly treed. The subject property contains numerous wetlands throughout, with a larger wetland that runs north-south through the centre of the property. A brook also runs through the middle of the subject property and two smaller brooks run through the eastern and western portions of the property. There is also a collection of small ponds in the eastern portion of the property.

Neighbouring uses are mainly residential; however, Trecon Combustion, an industrial use, is located directly south of the subject property. The subject property is also adjacent to a former salvage yard that had caused contamination to drinking water of 12 neighbouring residential properties in the 1980s and 1990s.

Former Salvage Yard / Mini Water Utility

The former salvage yard, an associated metals and electronic salvage yard, was located at the eastern property boundary (see Maps 1 and 2). The salvage yard concentrated on high value metals found in electronic equipment such as aluminum, copper, brass, lead and zinc. Many of these electronic components contained PCB oils.

The provincial departments of Environment (NSE) and Transportation and Infrastructure Renewal (NSTIR) have been involved with the former salvage yard since 1989. A significant effort has been made to recover PCB impacted soils from surround properties and nearby lakes. However, the salvage yard has not been fully remediated and the remaining contaminants have been contained under a protective cap.

In 1993, a well was installed on the subject property, 130 Dreamcatcher Lane, to serve as a mini water utility for a dozen properties whose wells were impacted with low levels of chemicals associated with PCB oils and other activities that took place at the salvage yard. Although the well is still owned by the province, it is currently maintained by Halifax Water. It continues to serve the 12 properties impacted by the former salvage yard and two additional properties.

Throughout the planning review process it was highlighted that precautions should be taken to limit disturbance near the former salvage yard to prevent disturbance to PCBs that are capped on the former salvage yard site and to limit disturbance near the mini water utility.

MPS Policy

Policies S-15 and S-16 of the Regional Municipal Planning Strategy (RMPS) set out the criteria by which Council must consider Classic Open Space Design Development proposals (see Attachment B). The policies focus on the importance of retaining important ecological and cultural features, while demonstrating that there is sufficient groundwater to service the development, and minimizing the overall disturbance to the subject property.

Former Application

In 2010, the applicant submitted an application for a Hybrid Open Space Design Development for 47 residential lots for approximately 57 residential units (see Attachment C). This design included the development of the entire subject property and involved road construction through a large wetland located in the centre of the property and development adjacent to the former

salvage yard. In early 2012, the applicant submitted a new application for a Classic Open Space Design Development which concentrated the development to the western portion of the property, away from the former salvage yard and avoided development through the large wetland located in the centre of the property.

DISCUSSION

Staff have conducted a review of the proposed development against the applicable policy criteria and have concluded that the proposed development is consistent with the intent of the RMPS. Attachment B contains staff's analysis of the applicable policies. Staff have highlighted some aspects of the development that warrant further discussion.

Density

Policy S-16 of the Regional Plan allows for the consideration of a maximum density of 1 unit per acre. As the subject property is 58.42 hectares (144.36 acres) in area, Council could consider up to 144 units for the development. However, the applicant is proposing only 57 units due to the soil conditions on the subject property and as a result of the Level I and Level II ground water assessments that were completed for the subject property. The proposed development agreement allows for an increase to the number of units permitted, if further groundwater assessments indicate that the subject property can support additional units, through a non-substantial amendment to the agreement.

Common Open Space

The Classic Open Space Design Development policy only allows the development of 40% of the subject property. The remaining 60% of the subject property is to be retained as common open space to be reserved for conservation and passive recreational uses. The majority of the proposed common open space is located in the eastern portion of the subject property. The proposed development agreement allows for trail development on this portion of the subject property to provide a form of passive recreation for the residents of this development. As a component of the trail development, small unenclosed accessory structures such as benches or gazebos are permitted.

Relationships with Neighbouring Properties

As the proposed development is unique for the area, it is important that measures be taken to reduce potential conflict between neighbouring properties, especially the neighbouring industrial use. The proposed development agreement requires a 15.24 metre (50 foot) setback from neighbouring properties from any dwelling within Phase 1 of the development. Further to this, a 9.14 metre (30 foot) non-disturbance area is required along the south-eastern property line of Phase 1 where the subject property abuts the existing industrial property and existing residential properties, as shown on Schedule C of the proposed development agreement. The proposed development agreement also locates the two unit dwellings and townhouse dwellings away from existing single unit dwelling development.

Development Standards

The proposed development agreement includes specific development standards for each type of dwelling unit and accessory building, including minimum setbacks from the common shared private driveways and other dwellings, maximum building foot prints and maximum heights.

As townhouse dwellings are a different building form than usually found in this plan area, the proposed development agreement includes design standards for townhouse dwellings. The intent of the design standards is to ensure that built form of the townhouse blocks is similar to the traditional built form of lower density residential development, through the use of peaked roofs and individual dormers to help provide distinction for each unit.

Each dwelling unit is permitted one accessory building. The size varies depending on the type of dwelling unit. The proposed development agreement also allows for common use accessory buildings in either the form of an accessory building for each phase or a larger accessory building for the entire development. Unenclosed accessory buildings smaller than 9.29 square meters (100 square feet), for either common or personal use, are also permitted throughout the development.

Groundwater Assessment / Cisterns

An important component of the policy evaluation included a hydrogeological study to assess the adequacy of groundwater to service the proposed development. As part of the former application submitted in 2010, a Level I and Level II Groundwater Assessment was undertaken for the western portion of the subject property that indicated 33 residential units could be accommodated on the subject property.

For this application the applicant has proposed that cisterns be utilized to allow rainwater to provide the main water source and that wells will be used as a supplementary source. It is anticipated that the use of cisterns for 57 units will reduce groundwater extraction by approximately 65% compared to providing wells for 33 units. The proposed development agreement requires that each well system be equipped with a water meter and well pumps to ensure withdrawal rates do not surpass the long term yield of 0.5 gallons/minute.

The proposed development agreement requires a water treatment facility for each dwelling. The water treatment facility will treat both the rain water supply and groundwater supply. The treatment equipment will be determined at the time of well construction and is required to meet the specifications of Nova Scotia Environment. To ensure proper use and maintenance of the water systems, the proposed agreement further requires that the developer, or responsible management entity such as a condominium corporation, be responsible for the maintenance of the water systems and for providing education for the use and maintenance to the residents of the development.

Due to the existence of the mini water utility, measures to reduce potential impact to the utility were discussed as part of the groundwater assessment. It was determined that no additional wells should be located within 150 metres from the mini water utility. The proposed development agreement includes a provision requiring this setback.

Phasing / Road Development

The proposed development is divided into three phases. Before a development permit can be issued in any of the three phases, the proposed development agreement requires that the common shared private driveways be designed to standards outlined in Schedule D of the proposed development agreement. The standards were established through consultation with the developer, HRM Development Engineering, HRM Fire Services and HRM Waste Resource Management. Although the common shared private driveways are to be owned and maintained by the developer or subsequent condo corporation, standards for the design of the driveways were established to ensure the passage of emergency vehicles and potentially HRM waste collection vehicles.

The proposed development agreement allows the paving of the common shared private driveways to be delayed until at least 75% of the dwelling units have been occupied or 2.5 years after the first construction permit has been issued; whichever is sooner. The purpose of this provision is to lessen damage to the newly paved common shared private driveways, due to construction vehicles that would be accessing the property while the majority of the dwellings in each phase are under construction.

Common Ownership / Shared Services

The proposed development will not involve any subdivision. It is proposed that ownership of this development will be through a condominium corporation. Like a condominium, which is more traditionally applied to a multiple unit building, individuals will own their individual dwelling units and will be responsible for their upkeep. The condo corporation will be responsible for the maintenance of all other aspects of the development, including the common shared private driveways, common open space, common accessory buildings and septic systems.

It is important to note that the proposed development may receive Municipal collection of solid waste if the development can fulfill the requirements Solid Waste Resource Collection and Disposal By-Law (By-law S-600) for a condominium. If the development cannot meet the requirements of By-law S-600, the condo corporation will be responsible for waste collection.

Halifax Watershed Advisory Board

The application was presented to the Halifax Watershed Advisory Board (HWAB) on May 16, 2012. The Board passed a motion with the following recommendations:

1. The construction of the private driveway incorporate storm water management measures as outlined in the Stormwater Management Plan, including erosion and sedimentation controls. In addition, all ditches be grass lined;
2. Stormwater retention ponds be utilized as wet retention ponds and improved as wildlife habitat areas;
3. The southern retention pond be moved outside the wetland buffer zone;
4. Blasting be avoided in view of concerns about silt and groundwater well which supplies twelve (12) houses.
5. Individual water meters be installed at every residence;
6. Septic tanks be pumped out every two (2) years; and

7. If paved surfaces are installed, the stormwater be collected and processed through oil/grit separators before being released to settling ponds.

Of these recommendations, numbers 1, 3, 4 and 5 have been addressed in the proposed development agreement. As part of the requirements for each phase, the developer must submit a Stormwater Management Plan, which includes sedimentation and erosion controls. Further to this, the proposed development agreement requires that retention ponds be avoided within 20 metres from watercourses or wetlands that are contiguous with a watercourse. This will require the southern retention pond discussed in recommendation number 3 to be relocated.

The proposed development agreement restricts blasting within 150 metres (492.13 feet) of the mini water utility to match the similar requirement restricting the location of wells. As discussed earlier in this report, the development agreement further requires that each well system shall be equipped with a water meter to regulate withdrawal.

Other matters raised by the Board, including recommendations 2, 6 and 7, are beyond the legislative mandate of what may be regulated by a development agreement or beyond the context of the applicable MPS policies. However, the developer has been made aware of the recommendations and they may be incorporated as part of the proposal on a voluntary basis.

Conclusion

The proposed application for a Classic Open Space Development limits the overall disturbance of the subject property, 130 Dreamcatcher Lane, through the clustering of development on the western portion of the subject property and allowing for the ability of shared services such as septic systems and the common shared private driveways. The location of the proposed dwellings will avoid ecological features and environmentally sensitive areas on the subject property such as the large wetland and brook that run through the centre of the subject property. The proposed building locations will also avoid potential disturbance to the former salvage yard lands located adjacent to the subject property and the mini water utility located on the subject property. Provisions have been included in the proposed development agreement to limit disturbance and conflict from existing neighbouring uses. The proposed development agreement also includes a minimum standard for the common shared private driveways to ensure the driveways can support emergency vehicles and potentially HRM waste collection vehicles.

Staff is of the opinion that the proposed development is consistent with Policies S-15 and S-16 of the Regional Plan. Therefore, staff recommend approval of the proposed development agreement as contained in Attachment A of this report.

FINANCIAL IMPLICATIONS

There are no financial implications. The Developer will be responsible for all costs, expenses, liabilities and obligations imposed under or incurred in order to satisfy the terms of this Agreement. The administration of the Agreement can be carried out within the approved budget with existing resources.

COMMUNITY ENGAGEMENT

The community engagement process is consistent with the intent of the HRM Community Engagement Strategy. The level of community engagement was consultation, achieved through a Public Information Meeting held on April 4, 2012. For the Public Information Meeting, notices were posted on the HRM website, in the newspaper and mailed to property owners within the notification area as shown on Map 3. Attachment D contains a copy of the minutes from the meeting.

A public hearing has to be held by Council before they can consider approval of any amendments. Should Council decide to proceed with a Public Hearing on this application, in addition to the published newspaper advertisements, property owners within the notification area will be notified as shown on Map 3.

The proposed development agreement will potentially impact the following stakeholders: local residents and property owners.

ENVIRONMENTAL IMPLICATIONS

The proposal meets all applicable environmental policies contained in the MPS. No additional concerns were identified beyond those discussed in this report.

ALTERNATIVES

1. Council may choose to approve the proposed development agreement contained in Attachment A of this report. This is the recommended course of action.
2. Council may refer the case back to staff with specific changes to modify the proposed development agreement. Such modifications may require further negotiations with the Developer and may require a supplementary staff report or an additional public hearing.
3. Council may refuse the proposed development agreement, and in doing so, must provide reasons based on a conflict with the MPS policies.

ATTACHMENTS

Map 1	Generalized Future Land Use
Map 2	Zoning
Map 3	Area of Notification

Attachment A	Proposed Development Agreement
Attachment B	Policy Review – Excerpt from the Regional MPS
Attachment C	Former Hybrid Open Space Design Development Site Plan (Case 16552)
Attachment D	Minutes from the April 4, 2012 Public Information Meeting

Case 17585: Open Space Development Agreement

130 Dreamcatcher Drive, Hubley

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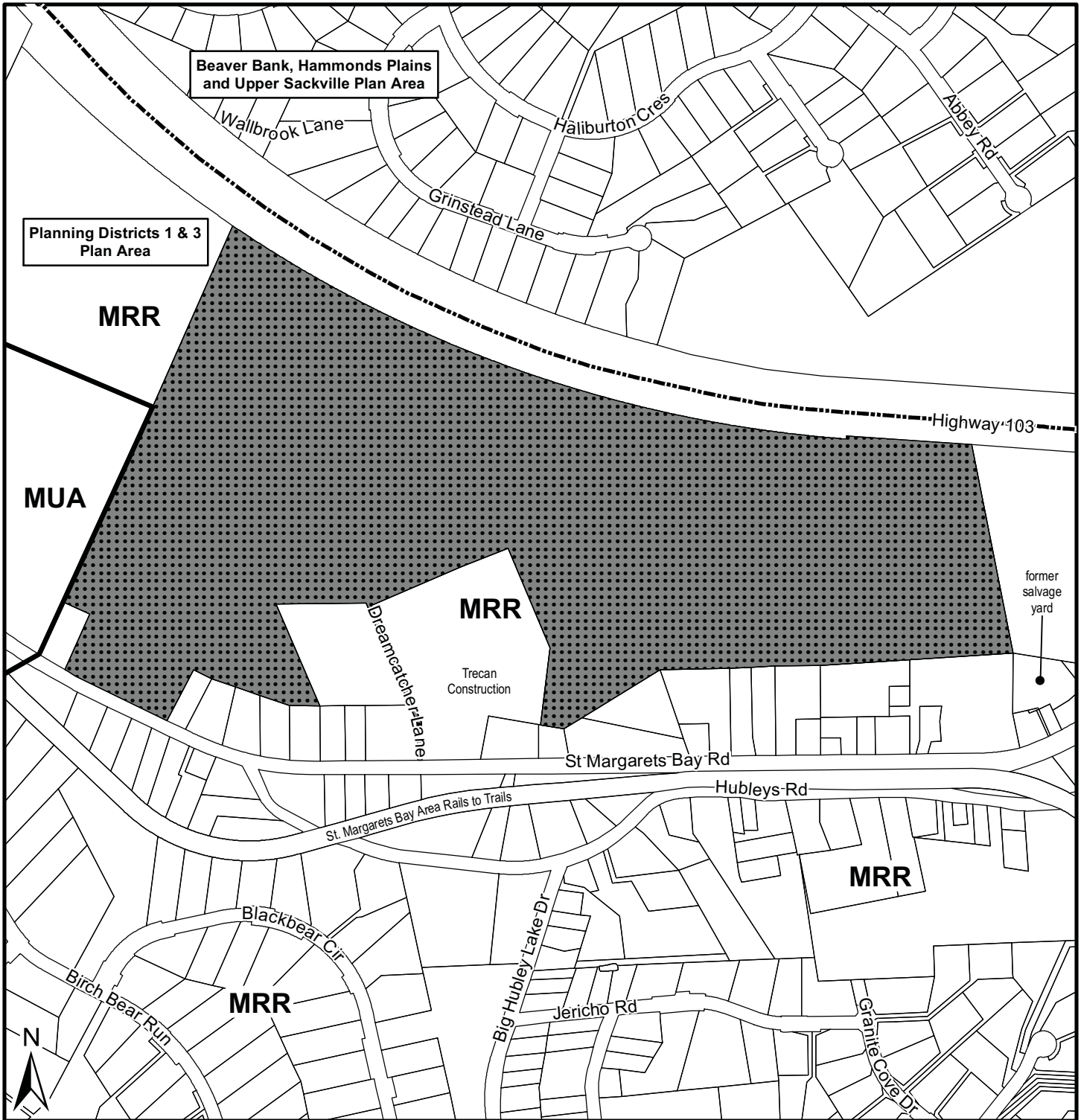
February 25, 2013

A copy of this report can be obtained online at <http://www.halifax.ca/commcoun/cc.html> then choose the appropriate Community Council and meeting date, or by contacting the Office of the Municipal Clerk at 490-4210, or Fax 490-4208.

Report Prepared by: Jillian MacLellan, Planner I, 490-4423


Original Signed


Report Approved by:  Kelly Denty, Manager of Development Approvals, 490-4800



Map 1 - Generalized Future Land Use

130 Dreamcatcher Lane
Hubley

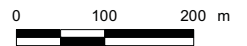
 Area of proposed development agreement

 Plan area boundary

Planning District 1 & 3
(St Margarets Bay) Plan Area

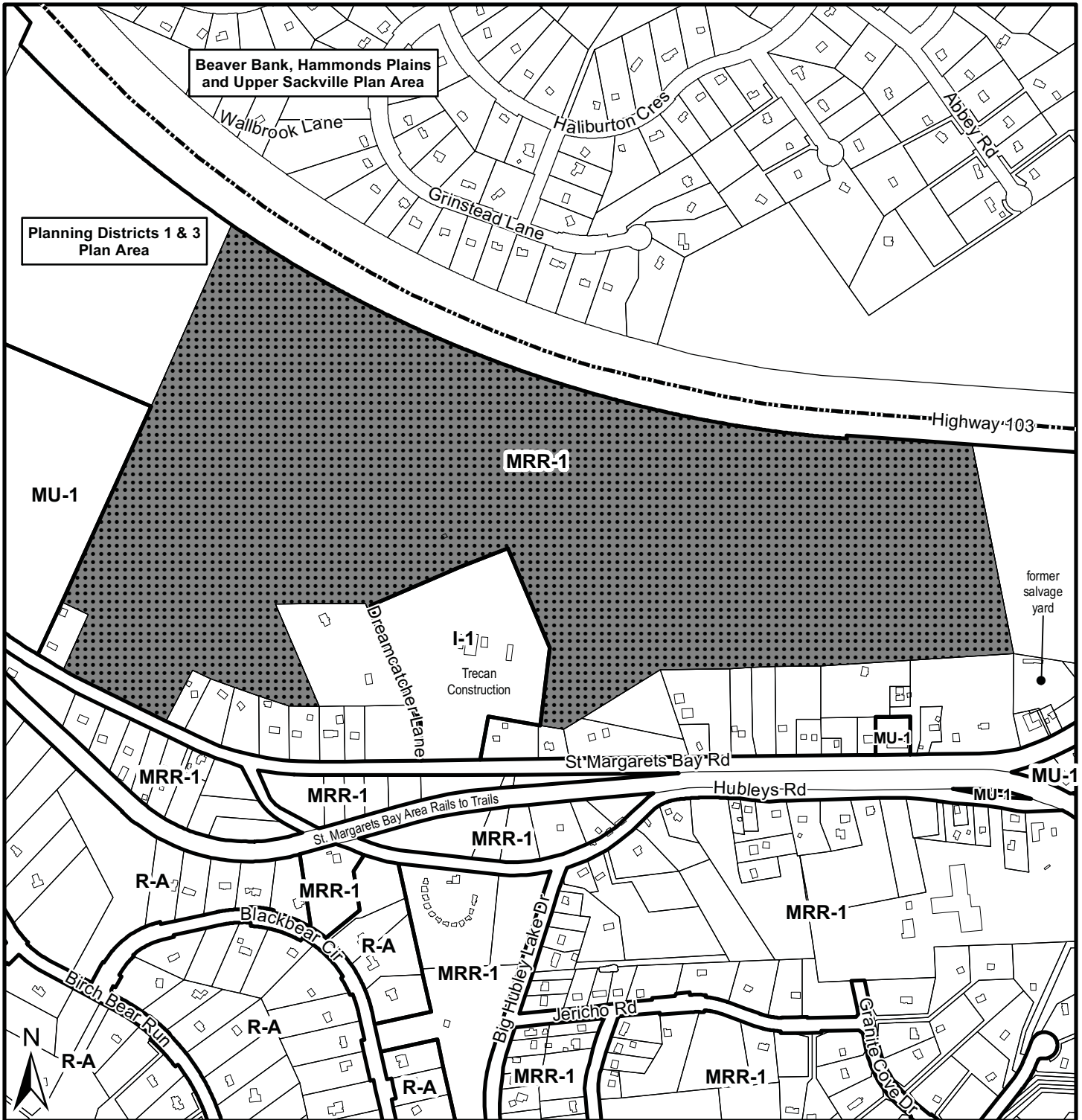
Designation

MRR Mixed Rural Residential
MUA Mixed Use A



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

HRM does not guarantee the accuracy of any representation on this plan.



Beaver Bank, Hammonds Plains and Upper Sackville Plan Area

Planning Districts 1 & 3 Plan Area

MU-1

MRR-1

I-1

Trecon Construction

former salvage yard

MRR-1

MRR-1

MRR-1

MRR-1

R-A

MRR-1

R-A

MRR-1

R-A

MRR-1

MRR-1

N

R-A

Map 2 - Zoning

130 Dreamcatcher Lane
Hubley

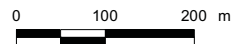
Area of proposed development agreement

Plan area boundary

Planning District 1 & 3
(St Margarets Bay) Plan Area

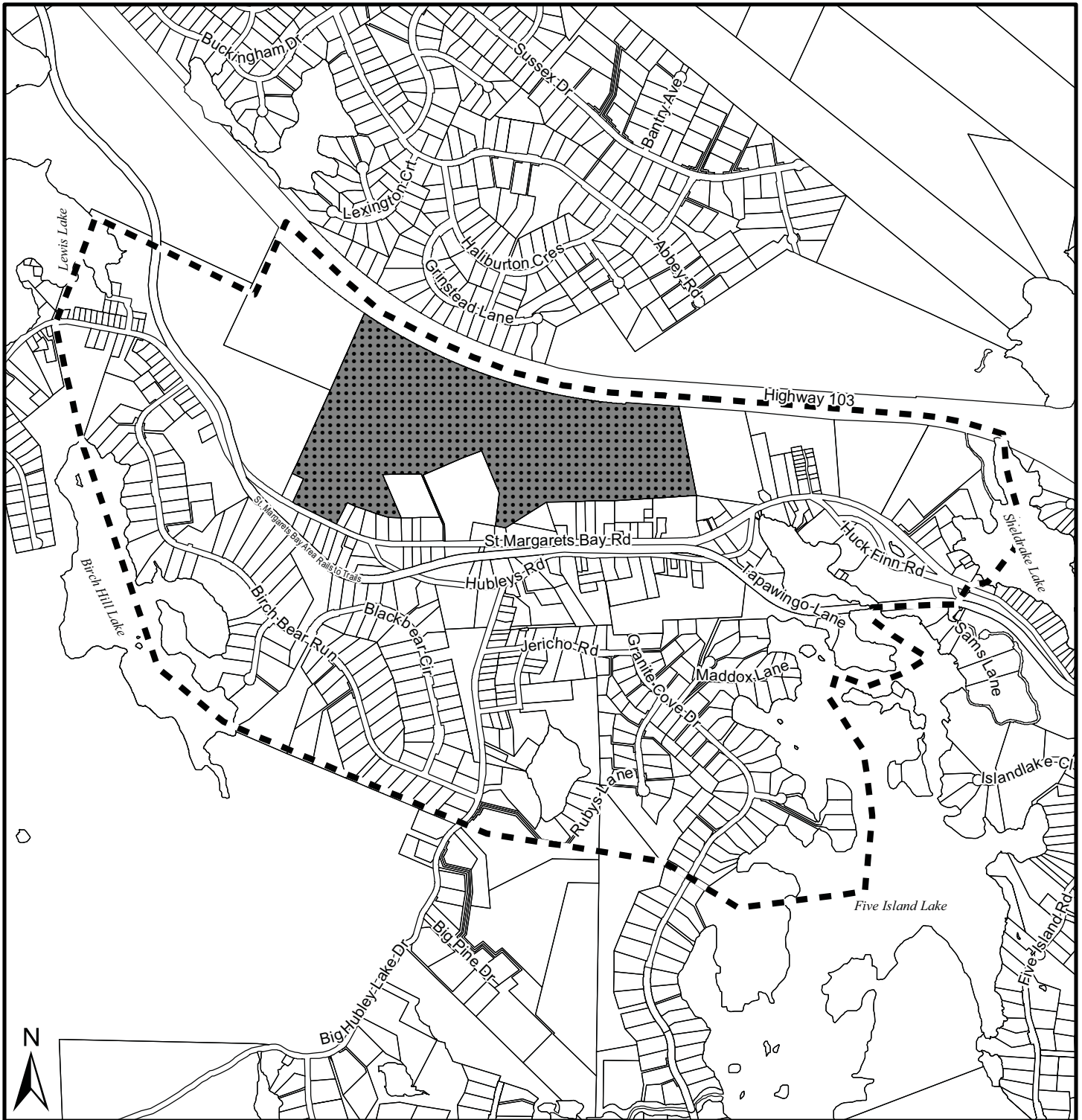
Zone

- R-A Residential
- MRR-1 Mixed Rural Residential
- MU-1 Mixed Use
- I-1 General Industrial





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

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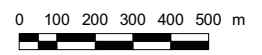


Map 3 - Area of Notification

130 Dreamcatcher Lane
Hubley

-  Area of proposed development agreement
-  Area of notification

Planning District 1 & 3
(St Margarets Bay) Plan Area



HRM does not guarantee the accuracy of any representation on this plan.

Attachment A:
Proposed Development Agreement

THIS AGREEMENT made this _____ day of _____, 20____,

BETWEEN:

<INSERT DEVELOPER NAME>,
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 130 Dreamcatcher Lane, Hubley, 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 Classic Open Space Design Development of up to fifty-seven (57) residential dwellings on the Lands pursuant to the provisions of the *Halifax Regional Municipality Charter* and pursuant to Policy S-16 of the Regional Municipal Planning Strategy;

AND WHEREAS the North West Community Council for the Municipality approved this request at a meeting held on <INSERT DATE>, referenced as Municipal Case Number 17585;

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

PART 1: GENERAL REQUIREMENTS AND ADMINISTRATION

1.1 Applicability of Agreement

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

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

Except as otherwise provided for herein, the development, use and subdivision of the Lands shall comply with the requirements of the Land Use By-law for Planning Districts 1 & 3 and the Regional Subdivision By-law, as may be amended from time to time.

1.3 Applicability of Other By-laws, Statutes and Regulations

1.3.1 Further to Section 1.2 of this Agreement, nothing in this Agreement shall exempt or be taken to exempt the Developer, future property 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 and Subdivision By-law to the extent varied by this Agreement), or any statute or regulation of the Provincial or Federal Government, and the Developer or future property owner agrees to observe and comply with all such laws, by-laws and regulations, as may be amended from time to time, in connection with the development and use of the Lands.

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

1.4 Conflict

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

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

1.5 Costs, Expenses, Liabilities and Obligations

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

1.6 Provisions Severable

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

PART 2: DEFINITIONS

2.1 Words Not Defined under this Agreement

All words unless otherwise specifically defined herein shall be as defined in the applicable Land Use By-law and Subdivision By-law, if not defined in these documents their customary meaning shall apply.

2.2 Definitions Specific to this Agreement

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

- (a) “Certified Arborist” means a professional, full member in good standing with the International Society of Arboriculture;
- (b) “Classic Open Space Design Development” means a residential development enabled under Policy S-16 of the Regional Municipal Planning Strategy which has a maximum development density of 1 dwelling unit per 4000 m² and where at least 60% of the Lands is retained as Common Open Space;
- (c) “Common Open Space” means the portion of the Lands not designated as Developable Area, that shall be retained for Common Use;
- (d) “Common Shared Private Driveway” means a shared private driveway in the Developable Area which provides access from a Municipal or Provincial street or road to the Developable Area and individual dwellings;
- (e) “Developable Area” means the portion of the Lands where all development and site disturbance shall be located, including but not limited to the Common Shared Private Driveway, buildings, lawns and grading alterations, wells and on-site septic systems;
- (f) “Footprint” means the area of a building, including land over which the building projects, but excluding any area below the eaves of a roof, and excluding any portion not covered by a roof, such as unsheltered steps, verandas or decks;
- (g) “Forester” means a professional, full member in good standing with the Registered Professional Foresters Association of Nova Scotia;

- (h) “Landscape Architect” means a professional, full member in good standing with the Canadian Society of Landscape Architects.
- (i) “Mini Water Utility” means an apparatus, such as but not limited a well, which is owned and maintained by a public authority to provide water service to the public.
- (j) “Passive Recreation Use” means the use of land for public and private parks and playgrounds, walking trails, picnic areas and similar uses to the foregoing, but does not include commercial recreation uses.
- (k) “Townhouse Style Dwellings” means a building that is divided vertically into three (3) or more dwelling units, each of which has independent entrances to a front and rear yard immediately abutting the front and rear walls of the unit.

PART 3: USE OF LANDS, SUBDIVISION AND DEVELOPMENT PROVISIONS

3.1 Schedules

The Developer shall develop the Lands in a manner, which, in the opinion of the Development Officer, conforms with the following Schedules attached to this Agreement and filed in the Halifax Regional Municipality as Case Number 17585:

Schedule A	Legal Description of the Lands
Schedule B	Developable Area and Undevelopable Area
Schedule C	Phasing
Schedule D	Common Shared Private Driveway Design Standards

3.2 General Description of Land Use

3.2.1 The uses of the Lands permitted by this Agreement are the following:

- (a) A maximum of fifty-seven (57) dwelling units, subject to the requirements of this Agreement;
- (b) Accessory buildings and structures as provided herein;
- (c) Business uses in conjunction with dwelling units, excluding bed and breakfasts, subject to the requirements of Section 3.6 of this Agreement; and
- (d) A Mini Water Utility

3.2.2 A minimum of 60% of the Lands shall be retained as Common Open Space. The Common Open Space may not be used for any purpose other than for passive recreation or conservation related uses. Small structures, such as benches, sheds or gazebos shall be permitted in the Common Open Space, pursuant to Section 3.9.5 of this Agreement.

3.2.3 Further to Section 3.2.2 of this Agreement a Mini Water Utility and any associated buildings, structures and accesses roads shall be permitted in the Common Open Space. The Mini Water Utility and any associated buildings, structures or access roads shall not be subject to the requirements of this Agreement.

3.3 Phasing

3.3.1 Development of the Lands shall be completed in three phases, as shown on Schedule C:

- (a) Phase 1 shall consist of up to twenty-one (21) dwellings to be developed as single unit dwellings, two unit dwellings or a combination thereof.
 - (i) No more than fourteen (14) dwelling units shall be comprised of two unit dwellings; and
 - (ii) The front main wall of two unit dwellings located to the east of Driveway A, shall be located no further than 12.19 metres (40 feet) from Driveway A;
- (b) Phase 2 shall consist of up to twenty-five (25) dwellings to be developed as single unit dwellings, two unit dwellings, Townhouse Style Dwellings or a combination thereof; and,
- (c) Phase 3 shall consist of up to eleven (11) dwellings to be developed as single unit dwellings.

3.3.2 No permits for construction shall be issued for a phase until the requirements of 3.5.1 have been completed.

3.3.3 A variation of up to five (5) dwelling units shall be permitted within each phase; however, the total number of units shall not exceed fifty-seven (57). Variations of dwelling unit types between phases shall not be permitted.

3.4 No Subdivision of the Lands

3.4.1 No subdivision shall be permitted on the Lands.

3.5 Requirements Prior to Approval for Each Phase

3.5.1 Prior to the commencement of any site work on the Lands for each phase, the Developer shall:

- (a) Obtain the necessary permits for all required servicing work, including but not limited to a Streets and Services Permit and Top Soil Removal Permit.
- (b) Submit a detailed Site Disturbance plan prepared by a Professional Engineer in accordance with Section 5.1.1 (a) of this Agreement to the Development Officer;
- (c) Submit a detailed Erosion and Sedimentation Control Plan prepared by a Professional Engineer in accordance with Section 5.1.1 (b) of this Agreement to the Development Officer; and

- (d) Submit a detailed Site Grading and Stormwater Management Plan prepared by a Professional Engineer in accordance with Section 5.1.1 (c) of this Agreement to the Development Officer.
- 3.5.2 Prior to the issuance of the first Development Permit for a dwelling in each Phase, the Developer shall:
 - (a) Construct the Common Shared Private Driveways pursuant to Section 3.10 and Schedule D of this Agreement, and
 - (b) Submit a Landscape Plan prepared by a Certified Landscape Architect in accordance with Section 3.11.1 and 3.11.3 of this Agreement and acceptable to the Development Officer.
- 3.5.3 For all dwellings, prior to the issuance of a Development Permit or any site preparation (e.g. tree removal, excavation activity, etc.), the boundary of the adjacent Common Open Space within 30 meters (98.42 feet) of the proposed structure, shall be delineated with a snow fence, or another appropriate method as approved by the Development Officer. The Developer shall provide written confirmation to the satisfaction of the Development Officer that the Common Open Space has been appropriately marked. Such demarcations shall be maintained by the Developer or future property owner for the duration of the construction and may be removed after the issuance of an Occupancy Permit for the dwelling.
- 3.5.4 After the issuance of the first Occupancy Permit within each phase, the Developer shall provide the necessary inspections and acceptance of work completed, including but not limited to:
 - (a) A certificate from a N.S. Land Surveyor certifying the location of the Common Shared Driveway on the Lands;
 - (b) Certification of the construction of the Common Shared Private Driveways for the Phase, including a survey certifying the location of the driveway and all previous phases, in compliance Section 3.10 and Schedule D of this Agreement. The Developer may delay the paving of the Common Shared Private Driveway subject to the requirements of Sections 3.10.3 to 3.10.5 of this Agreement;
 - (c) Certification from a Professional Engineer indicating that the Developer has complied with the Erosion and Sedimentation Control Plan required pursuant to Section 5.1.1(b) of this Agreement; and
 - (d) Certification from a Professional Engineer indicating that the Developer has complied with the Site Grading and Stormwater Management Plan required pursuant to Section 5.1.1(c) of this Agreement.
- 3.5.5 For all dwellings, after the issuance of an Occupancy Permit, the Developer shall provide written confirmation from a qualified professional that the on-site sewage system and on-site water distribution system complies with the requirements of Section 3.15 and 3.16 of this Agreement.

3.5.6 Notwithstanding any other provision of the Agreement, no dwelling shall be occupied or the Lands used for any uses permitted by this Agreement until after an Occupancy Permit has been issued by the Municipality. Upon the issuance of an Occupancy Permit, the Developer shall comply 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.

3.6 Business Uses in Conjunction with Dwelling Units

3.6.1 Business uses in conjunction with permitted single unit dwellings and two unit dwellings shall be subject to the requirements of Section 6.3 of the Land Use By-law for Planning Districts 1 & 3, as amended from time to time.

3.6.2 Notwithstanding Section 3.6.1 a bed and breakfast use shall not be permitted.

3.6.3 Notwithstanding Section 3.6.1 of this Agreement a day care use shall not be permitted in conjunction with a two unit dwelling.

3.6.4 Business uses in conjunction with permitted Townhouse Style Dwellings shall comply with the following requirements:

- (a) The Business use shall be limited to an office, studio or work room for persons residing in the dwelling unit.
- (b) The Business use shall be wholly contained within the dwelling which shall be the principle residence of the operator of the business.
- (c) No more than 28 square meters (300 square feet) of gross floor area of any dwelling shall be devoted to any business use.
- (d) No mechanical equipment shall be used except that which is reasonably consistent with the use of a dwelling and which is not obnoxious and which does not create a nuisance by virtue of noise, vibration, glare, odour or dust or which is obnoxious.
- (e) No open storage or outdoor display shall be permitted.
- (f) No direct contact with clients or customers shall be provided on the premises.
- (g) No signage shall be permitted on the Lands to advertise the business uses in conjunction with dwelling unit.

3.7 Applications for Development Permit

3.7.1 In addition to any other requirement of the Municipality, an application for a Development Permit shall also include the following:

- (a) A site plan of the Lands that illustrates the following:
 - (i) The building or structure footprint;
 - (ii) The location of the Common Open Space delineation pursuant to Section 3.5.3 of this Agreement;
 - (iii) Common Shared Private Driveways; and
 - (iv) All other adjacent structures that have received approval for construction.

- (b) A detailed site plan focusing on the specific development illustrating:
- (i) The proposed location of the building or structure, including setbacks from adjacent property lines, the Common Shared Private Driveways, all surrounding structures and Common Open Space within a 30 metre (98.43 feet) radius of the proposed building or structure;
 - (ii) The location of the Common Open Space delineation pursuant to Section 3.5.3 of this Agreement;
 - (iii) The proposed location and size of the cistern, well and septic system;
 - (iv) The proposed location of landscaping, pursuant to Section 3.11.2;
 - (v) The proposed location and size of all paved areas; and
 - (vi) Any watercourse and riparian buffers.

3.8 Siting and Architectural Requirements for Dwellings

- 3.8.1 Notwithstanding Section 4.4 of the Land Use By-law for Planning Districts 1 & 3, more than one dwelling is permitted on the Lands in accordance with this Agreement.
- 3.8.2 Notwithstanding Section 4.22 of the Land Use By-law for Planning Districts 1 & 3, uncovered patios, stairways, sundecks, walkways or steps, window bays and solar collectors, and exterior enclosed staircases, balconies, porches, and verandas shall not encroach into a required setback pursuant to Sections 3.8 of this Agreement.
- 3.8.3 Nothing in this Agreement shall exempt the Lands from the requirements of Section 4.19 of the Land Use By-law for Planning Districts 1 & 3 concerning watercourse setbacks and buffers, as amended from time to time.
- 3.8.4 Notwithstanding Sections 3.8.6 to 3.8.9 and Section 3.9 of this Agreement, no dwelling shall be permitted within 15.24 metres (50 feet) of any adjacent properties in Phase 1 as shown on Schedule C.
- 3.8.5 No well shall be located within 150 meters from the Mini Water Utility as shown on the Schedules B and C.

Single Unit Dwellings

- 3.8.6 Single unit dwellings shall be located in the Developable Area as indicated on Schedule C subject to the following requirements:

Minimum Setback from Common Shared Private Driveway	9.14 meters (30 feet)
Minimum Setback from Common Open Space	3.05 meters (10 feet)
Minimum Setback from Other Dwellings	3.05 meters (10feet)
Maximum Height	10.67 metres (35 feet)

3.8.7 The maximum Footprint of a single unit dwelling shall not exceed 232.26 square meters (2500 square feet), excluding any area used for an attached garage, which shall not exceed 55.74 square meters (600 square feet).

Two Unit Dwellings

3.8.8 Two unit dwellings shall be located in the Developable Area as indicated on Schedule C subject to the following requirements:

Minimum Setback from Common Shared Private Driveway	9.14 meters (30 feet)
Minimum Setback from Common Open Space	3.05 meters (10 feet)
Minimum Setback from Other Dwellings	3.05 meters (10feet)
Maximum Height	10.67 metres (35 feet)

3.8.9 The maximum Footprint of a two unit dwelling shall not exceed 464.5 square meters (5000 square feet), excluding any area used for an attached garage, which shall not exceed 55.74 square meters (600 square feet) for each unit.

Townhouse Style Dwellings

3.8.10 Townhouse Style Dwellings shall be located in the Developable Area as indicated on Schedule C subject to the following requirements:

Minimum Setback from Common Shared Private Driveway	12.19 meters (40 feet)
Minimum Setback from Common Open Space	6.1 meters (20 feet)
Minimum Setback from Other Dwellings	4.57 meters (15feet)
Maximum Height	10.67 metres (35 feet)
Maximum Dwelling Units per Block	5

3.8.11 The maximum Footprint of a Townhouse Style Dwelling shall not exceed 139.35 square meters (1500 square feet) per dwelling unit, excluding any area used for an attached garage, which shall not exceed 55.74 square meters (600 square feet) for each unit.

3.8.12 Each block of Townhouse Style Dwellings shall create the impression of distinct individual units through the use of building wall offsets, varied rooflines, or the use of different colours, materials or windows.

3.8.13 Blank end walls for Townhouse Style Dwellings shall be avoided by means such as, but not limited to, the location of the front door on the side wall of corner units, windows, or architectural detailing.

3.8.14 All Townhouse Style Dwellings shall have pitched roofs.

3.8.15 Private exterior space, such as porches, balconies, patios or roof terraces, shall be provided for each individual Townhouse Style Dwelling unit.

3.9 Siting Requirements for Accessory Buildings

3.9.1 Within the Developable Area, each single unit dwelling and two unit dwelling is permitted one accessory building or structure, subject to the following requirements:

Minimum Setback from Common Shared Private Driveway	9.14 meters (30 feet)
Minimum Setback from Common Open Space	2.44 meters (8 feet)
Minimum Setback from Associated Dwelling	1.83 meters (6 feet)
Minimum Setback from Other Dwelling Units/Blocks	6.1 meters (20 feet)
Maximum Height	6.1 meters (20 feet)
Maximum Footprint per Accessory Building	55.74 square metres (600 square feet)

3.9.2 Within the Developable Area, each Townhouse Style Dwelling unit is permitted one accessory building or structure, subject to the following requirements:

Minimum Setback from Common Shared Private Driveway	9.14 meters (30 feet)
Minimum Setback from Common Open Space	2.44 meters (8 feet)
Minimum Setback from Associated Dwelling	2.44 meters (8feet)
Minimum Setback from Other Dwellings	6.1 meters (20 feet)
Maximum Height	6.1 meters (20 feet)
Maximum Footprint per Accessory Building	37.16 square metres (400 square feet)

3.9.3 Fully enclosed accessory buildings for general common use may be constructed for each phase of the development, subject to the following requirements:

Minimum Setback from Common Shared Private Driveway	9.14 meters (30 feet)
Minimum Setback from Common Open Space	2.44 meters (8 feet)
Minimum Setback from Dwelling Units	6.1 meters (20 feet)
Maximum Height	6.1 meters (20 feet)
Maximum Combined Footprint	92.9 square meters (1,000 square feet);

3.9.4 Further to Section 3.9.3, alternatively, one fully enclosed accessory building for general common use of the whole development no larger than 185.81 square metres (2000 square feet) may be constructed, subject to setback and height requirements of Section 3.9.3.

3.9.5 Unenclosed accessory structures such as gazebos or benches, may be constructed for common or individual use on the Lands subject to the following requirements:

Minimum Setback from Common Shared Private Driveway	9.14 meters (30 feet)
Minimum Setback from Unassociated Dwellings	6.1 meters (20 feet)
Maximum Height	6.1 meters (20 feet)
Maximum Footprint per Accessory Structure	13.94 square metres (150 square feet)

3.9.6 Accessory buildings or structures shall not be serviced with groundwater, unless a supplementary hydrogeological analysis supports such development. Such testing and analysis shall meet the HRM Guidelines for Groundwater Assessment and Reporting, 2006, as amended from time to time. If analysis identifies insufficient quantity and quality, groundwater service to the building or structure shall not be permitted.

3.9.7 No Accessory building or structure shall be used for human habitation.

3.10 Access and Parking Requirements

3.10.1 Access and the Common Shared Private Driveway layout shall be developed as shown on Schedules B and C.

3.10.2 The Developer is responsible for the placement and maintenance of Common Shared Private Driveways name signage in accordance with the Civic Addressing By-law (By-law C-300).

3.10.3 Common Shared Private Driveways shall comply with the requirements as set out in Schedule D of this Agreement. The Developer may delay paving the Common Shared Private Driveways in each phase until 75% of the Occupancy Permits are issued for the phase. The unpaved travelled way will need to accommodate all necessary vehicular loads and the design of the sub-base and granular materials thickness will need to address the vehicular loads for use prior to asphalt placement.

3.10.4 Further to Section 3.10.3, the Developer shall provide written verification from a Professional Engineer that the Common Shared Private Driveways have been constructed in compliance with Section 3.10, including a survey certifying the location of the driveway and Schedule D of this Agreement after the issuance of the first Occupancy Permit of each Phase and after the issuance of the:

- (a) Sixteenth (16th) Occupancy Permit for Phase 1;
- (b) Nineteenth (19th) Occupancy Permit for Phase 2; and the
- (c) Eighth (8th) Occupancy Permit for Phase 3.

3.10.5 Notwithstanding Section 3.10.3 and 3.10.4 the Developer shall pave the Common Shared Private Driveways and be in full compliance with Schedule D for each Phase within 2.5 years of issuance of the first Occupancy permit for each phase. Written verification from a Professional Engineer that the Common Shared Private Driveways complies with the requirements of Schedule D will be required.

3.10.6 The design of the Common Shared Private Driveway shall incorporate storm water management measures which may include grass lined or vegetated ditches.

3.10.7 A turnaround area for emergency vehicles shall be provided for each Phase and may be removed after the completion of the Common Shared Private Driveway for the subsequent phase.

3.10.8 Each dwelling unit shall include at least two parking spaces at least 2.74 meters (9 feet) wide and 6.1 meters (20 feet) long.

3.11 Landscaping

3.11.1 Prior to the issuance of a the first Development Permit for each phase, the Developer must submit to the Development Officer a Landscape Plan prepared by a Certified Landscape Architect which provides landscaping that borders the Common Shared Private Driveways.

3.11.2 Prior to the issuance of a Development Permit for any dwelling, the Developer must submit to the Development Officer a Landscape Plan which shows proposed lawn and landscaped areas around each dwelling and complies with the following requirements.

- (a) All areas not to be landscaped will be retained in its natural state; and
- (b) Natural vegetation within the landscaped area is to be retained where possible.

3.11.3 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 the landscaping required pursuant to Section 3.11.1 has been completed, within one of the following time periods, whichever is earliest:

- (a) 2.5 years of the issuance of the first Occupancy Permit for each phase; or
- (b) After to the issuance of the
 - (i) Sixteenth (16th) Occupancy Permit for Phase 1;
 - (ii) Nineteenth (19th) Occupancy Permit for Phase 2; and
 - (iii) Eighth (8th) Occupancy Permit for Phase 3.

3.11.4 All disturbed areas shall be reinstated to the original condition or better as per the direction of the Development Officer.

3.11.5 No development, tree removal or grade alteration shall be permitted within the Common Open Space except where approved in writing by the Development Officer to remove fallen timber and dead debris where a fire or safety risk is present, or to remove a tree that is dead, dying or in severe decline and which represents a danger to private property, public infrastructure or other natural trees and vegetation. Prior to granting approval for such removal, the Development Officer may require that the Developer engage a Certified Arborist, Forester or Landscape Architect to certify in writing that the timber or debris poses a fire or safety risk, that the tree poses a danger to people or property, or that it is in severe decline.

3.11.6 Further to Section 3.11.5 of this Agreement, the Developer may remove trees from the Common Open Space for passive recreation trail development. Any removal of trees

over the size of 6 inches in diameter must be approved in writing by the Development Officer and the Developer must provide evidence that he/she has engaged a Certified Arborist, Forester or Landscape Architect.

3.11.7 If trees are removed or tree habitat is damaged beyond repair in the Common Open Space, the Developer shall replace each tree removed or damaged as directed by the Development Officer, in consultation with the appropriate Business Units of the Municipality. This section applies to trees removed without permission, as well as trees removed with permission as outlined in Section 3.11.5 and 3.11.6 of this Agreement.

3.11.8 Further to Section 3.8.4 of this Agreement a non-disturbance area shall be retained of a width of at least 9.14 metres (30 feet) from neighbouring properties in Phase 1 as shown on Schedule C. This non-disturbance area may be landscaped with trees to provide additional buffering from neighbouring uses.

3.12 Signs

3.12.1 Signs shall be limited to those permitted under Section 6.3(e) of the R-1 Zone of the Land Use By-law for Planning Districts 1 & 3.

3.12.2 One (1) ground sign for civic addressing and community name shall be permitted, in conformance with the following requirements:

(a) The sign shall be permitted at the entrance to the Lands from St. Margarets Bay Road. The sign shall be located on the Lands and the specific location of such a sign is subject to approval by the Development Officer and Development Engineer;

(b) The maximum height of the sign shall not exceed 2.74 meters (9 feet) inclusive of support structures;

(c) The face area of the sign shall not exceed 3.25 square meters (35 square feet);

(d) The face area of the sign shall be constructed of natural materials such as wood or stone;

(e) The supports of the sign shall be constructed of wood, stone or metal; and

(f) The sign shall not be back lit.

3.12.3 Signage for the Common Shared Private Driveway signs shall be permitted in accordance with Section 3.10.2 of this Agreement.

3.13 Outdoor Lighting

3.13.1 Lighting shall be directed to the Common Shared Private Driveways, parking areas, building entrances and walkways and shall be arranged so as to divert the light away from adjacent lots and adjacent buildings.

3.13.2 Lighting on the Common Shared Private Driveway shall use a full cut-off fixture design.

3.14 Solid Waste

3.14.1 Municipal collection of solid waste shall not be provided, unless the development fulfills the requirements of the Solid Waste Resource Collection and Disposal By-Law (By-law S-600) for a condominium.

3.15 On-Site Sewage Systems

3.15.1 The Lands shall be serviced through privately owned and operated on-site water distribution and sewage systems. The Developer agrees to have a qualified professional prepare and submit to Nova Scotia Environment, and any other relevant agency, a design for any private sewage system. A Development Permit shall not be issued until the Development Officer receives a copy of all permits, licences, and approvals required by Nova Scotia Environment and other appropriate agencies respecting the design, installation and construction of the on-site sewage systems.

3.15.2 Construction and installation of all private sewage systems shall be carried out under direct supervision of a qualified professional.

3.15.3 The Developer shall be responsible for implementing the maintenance plans for all waste water systems until such time as a Condominium Corporation or other responsible management entity is established and accepts legal responsibility for all maintenance and repairs, in perpetuity.

3.15.4 The Developer shall provide written correspondence from a qualified professional that the on-site sewage system complies with this Section, at the time of issuance of an Occupancy Permit for any dwelling.

3.16 On-Site Water Distribution Systems

3.16.1 The Lands shall be serviced through privately owned and operated on-site water distribution systems. The Developer agrees to have a qualified professional prepare and submit to Nova Scotia Environment, and any other relevant agency, the design of the on-site water distribution system.

3.16.2 No well shall be located within 150 metres (492.13 feet) from the Mini Water Utility as shown on Schedules B and C of this Agreement.

3.16.3 The Developer agrees that each dwelling shall be serviced by a cistern sized to accommodate 80% of the required daily water supply for the dwelling. Each dwelling will be further required to have a drilled well to supplement the additional 20% of required daily water supply.

- 3.16.4 Each well system shall be equipped with a water meter and well pumps shall be restricted to withdrawal rates not to surpass the long term yield of 0.5 gallons/minute.
- 3.16.5 The Developer agrees each dwelling unit will be equipped, where necessary, with the water treatment facilities to the specifications of Nova Scotia Environment.
- 3.16.6 The Developer shall be responsible for implementing the maintenance plans for all water systems until such time as a Condominium Corporation or other responsible management entity is established and accepts legal responsibility for all maintenance and repairs, in perpetuity.
- 3.16.7 The Developer shall be responsible for providing educational material regarding the use and maintenance of the water systems to the residents of the development until such time as a Condominium Corporation or other responsible management entity is established and accepts legal responsibility for educating residents regarding the water systems, in perpetuity.
- 3.16.8 The Developer shall provide written correspondence from a qualified professional that the on-site water distribution system complies with this Section, at the time of issuance of an Occupancy Permit for any dwelling.

3.17 Blasting

- 3.17.1 No blasting shall be permitted on the Lands within 150 metres (492.13 feet) of the Mini Water Utility as shown on Schedules B and C of this Agreement.

3.18 Maintenance

- 3.18.1 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 all buildings, fencing, walkways, recreational amenities, driveways and parking areas, 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.
- 3.18.2 The Developer shall be responsible for all aspects of maintenance of the Common Shared Private Driveways, and these private driveways shall not be taken over by the Municipality.

PART 4: STREETS AND MUNICIPAL SERVICES

4.1 Off-Site Disturbance

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.

PART 5: ENVIRONMENTAL PROTECTION MEASURES

5.1 Site Disturbance Plans, Erosion and Sedimentation Control Plans and Stormwater Management Plans

5.1.1 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, for each Phase:

- (a) Submit to the Development Officer a detailed Site Disturbance Plan, prepared by a Professional Engineer indicating the sequence and phasing of construction and the areas to be disturbed or undisturbed;
- (b) Submit to the Development Officer a detailed Erosion and Sedimentation Control Plan prepared by a Professional Engineer in accordance with the Erosion and Sedimentation Control Handbook for Construction Sites as prepared and revised from time to time by Nova Scotia Environment. Notwithstanding other sections of this Agreement, no work is permitted on the Lands until the requirements of this clause have been met and implemented. The Erosion and Sedimentation Control Plan shall indicate the sequence of construction, all proposed detailed erosion and sedimentation control measures and interim stormwater management measures to be put in place prior to and during construction; and
- (c) Submit to the Development Officer a detailed Site Grading and Stormwater Management Plan prepared by a Professional Engineer, which shall include an appropriate stormwater collection and treatment system. The Site Grading and Stormwater Management Plan shall identify structural and vegetative stormwater management measures, which may include infiltration, retention, and detention controls, wetlands, vegetative swales, filter strips, and buffers that will minimize adverse impacts on receiving watercourses during and after construction. Stormwater retention ponds shall be avoided within 20 meters of any watercourse or wetland that is contingent with a watercourse.

PART 6: AMENDMENTS

6.1 Non Substantive Amendments

6.1.1 The following items are considered by both parties to be not substantive and may be amended by resolution of Council:

- (a) An increase in the number of units up to 10 percent permitted under Section 3.2.1 of this Agreement, subject to a supplementary groundwater assessment and review of Policies S-15 and S-16 of the Regional Plan as amended from time to time;

- (b) The granting of an extension to the date of commencement of construction as identified in Section 7.3 of this Agreement; and
- (c) The length of time for the completion of the development as identified in Section 7.4 of this Agreement.

6.2 Substantive Amendments

Amendments to any matters not identified under Section 6.1 of this Agreement 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

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 lots, the subsequent owners thereof shall observe and perform the terms and conditions of this Agreement to the extent applicable to the lots.

7.3 Commencement of Development

- 7.3.1 In the event that development on the Lands has not commenced within three (3) years from the date of registration of this Agreement at the Registry of Deeds or Land Registry Office, as indicated herein, the Agreement shall have no further force or effect and henceforth the development of the Lands shall conform with the provisions of the Land Use By-law.
- 7.3.2 For the purpose of this section, commencement of development shall mean issuance of the first Top Soil Removal 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 of this Agreement, if the Municipality receives a written request from the Developer at least sixty (60) calendar days prior to the expiry of the commencement of development time period.

7.4. Completion of Development

- 7.4.1 Upon the completion of the whole development or complete phases of the development, 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 In the event that development on the Lands has not been completed within fifteen (15) years from the date of registration of this Agreement at the Registry of Deeds or Land Registry Office, as indicated herein, the Agreement shall have no further force or effect and henceforth the development of the Lands shall conform with the provisions of the Land Use By-law.
- 7.4.3 In the event that development on the Lands has not been completed within time period indicated in 7.4.2 the Agreement shall have no further force or effect and henceforth the development of the Lands shall conform with the provisions of the Land Use By-law.
- 7.4.4 For the purpose of this section, completion of development shall mean the issuance of a Development Permit the last dwelling for the development.
- 7.4.5 For the purpose of this section, Council may consider granting an extension of the completion of development time period through a resolution under Section 6.1 of this Agreement, if the Municipality receives a written request from the Developer at least sixty (60) calendar days prior to the expiry of the completion of development time period.

PART 8: ENFORCEMENT AND RIGHTS AND REMEDIES ON DEFAULT

8.1 Enforcement

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

8.2 Failure to Comply

- 8.2.1 If the Developer fails to observe or perform any condition of this Agreement after the Municipality has given the Developer thirty (30) days written notice of the failure or default, then in each such case:
- (a) The Municipality shall be entitled to apply to any court of competent jurisdiction for injunctive relief including an order prohibiting the Developer from continuing such

default and the Developer hereby submits to the jurisdiction of such Court and waives any 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

WITNESS that this Agreement, made in triplicate, was properly executed by the respective Parties on this _____ day of _____, 20____ .

SIGNED, SEALED AND DELIVERED
in the presence of:

<INSERT REGISTERED
OWNER NAME>

Witness

Per: _____

Witness

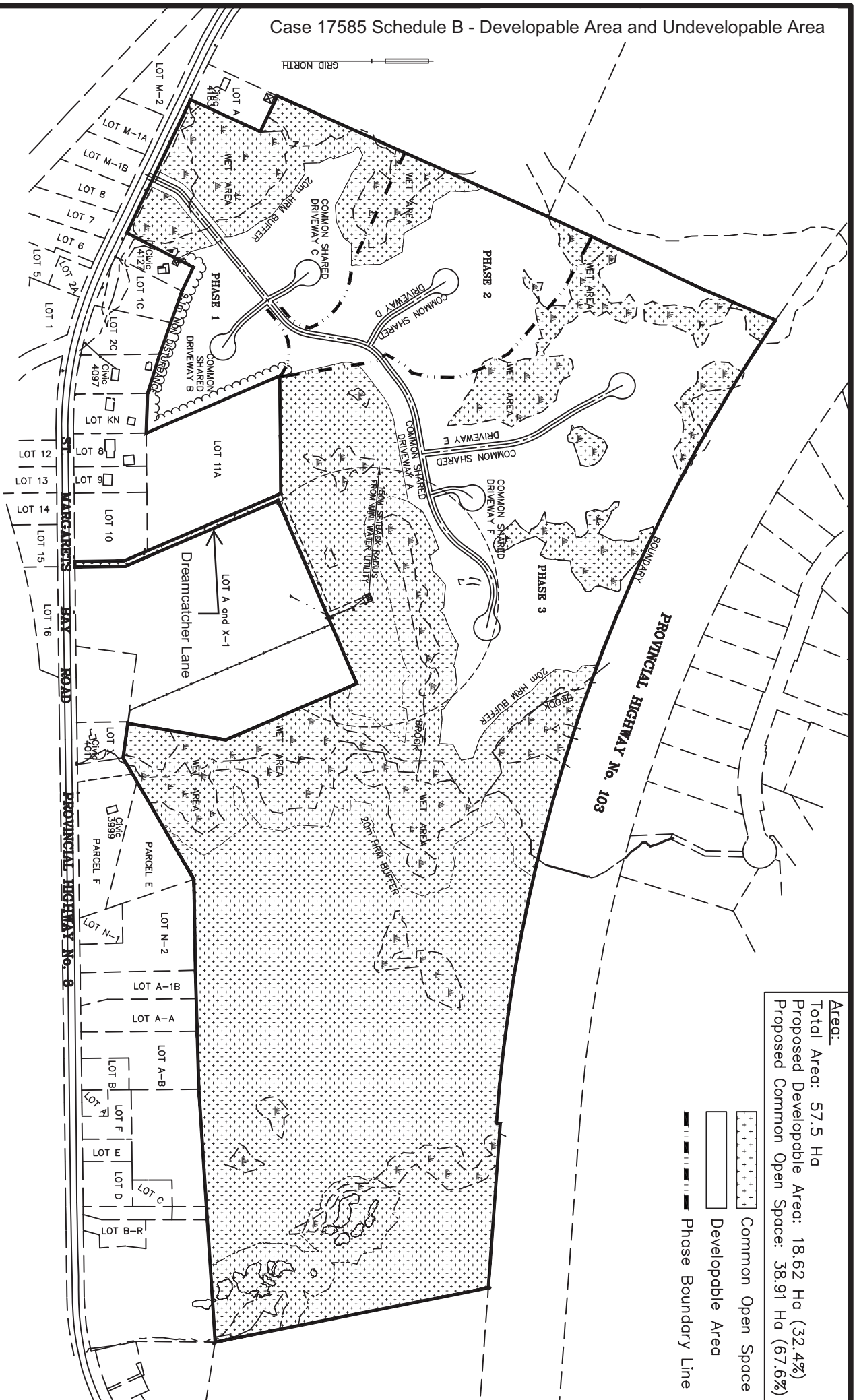
Per: _____

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

=====
**HALIFAX REGIONAL
MUNICIPALITY**




Per: _____
Mayor

Per: _____
Municipal Clerk



Area:

Total Area:	57.5 Ha
Proposed Developable Area:	18.62 Ha (32.4%)
Proposed Common Open Space:	38.91 Ha (67.6%)

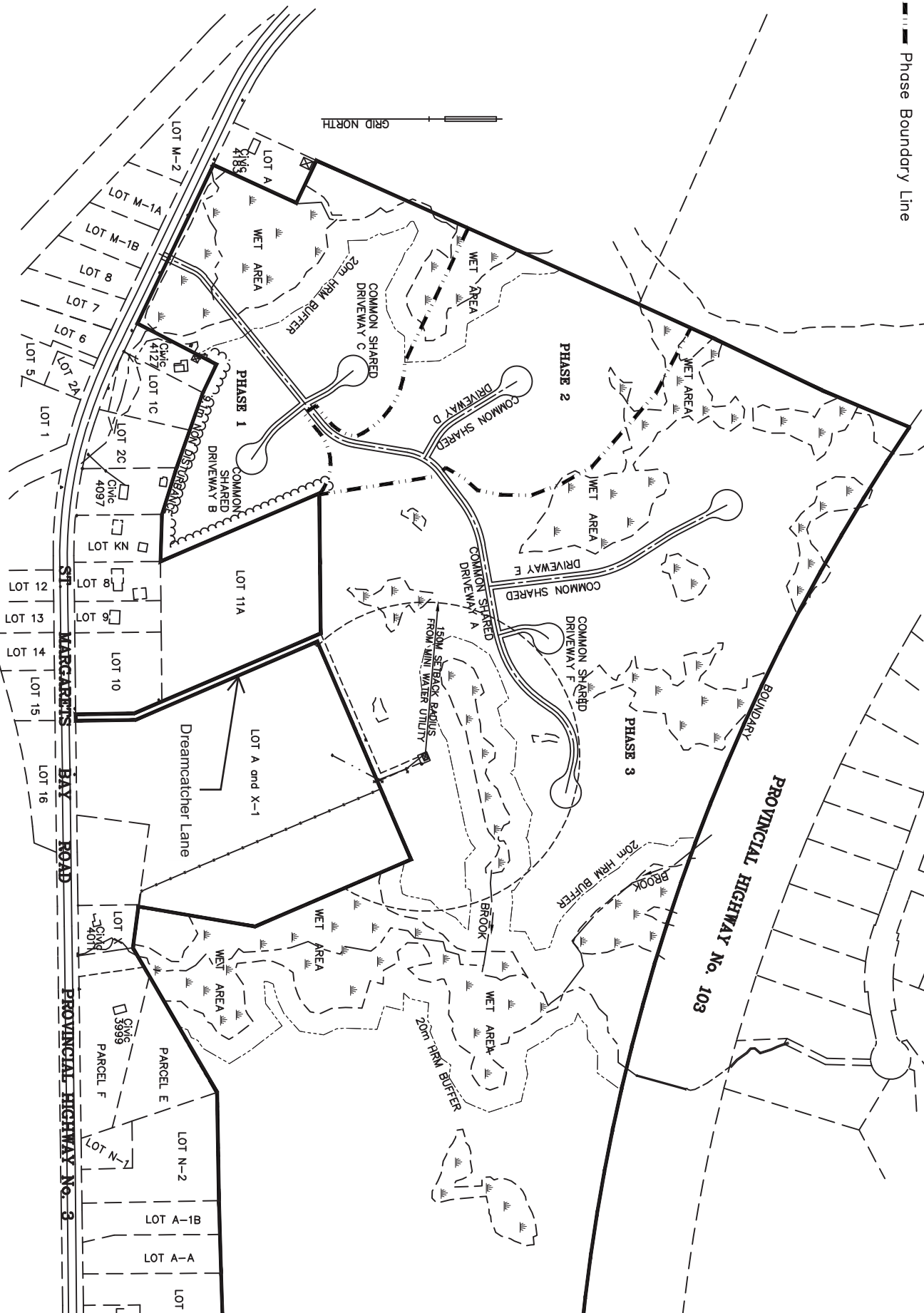
-  Common Open Space
-  Developable Area
-  Phase Boundary Line

MAC WILLIAMS ENGINEERING LIMITED

HUBLEY VILLAGE
HUBLEY, NOVA SCOTIA

Revision No.	Comments	Date	By	Date:
0.	DEVELOPABLE AREA AND UNDEVELOPABLE AREA	Aug 28/12	SRW	August 28, 2012
				Scale: Not to Scale
				Project No.: 08531
				Drawing No.: 08531-SK01

Phase Boundary Line



GRID NORTH

MW
MAC WILLIAMS ENGINEERING
LIMITED

HUBLEY VILLAGE
 HUBLEY, NOVA SCOTIA
 PHASING

Revision		Date		Date:	
No.	Comments			By	Scale:
0.		Aug 30/12		SRW	Not to Scale
					Project No.: 08531
					Drawing No.: 08531-SK02
					Date: August 28, 2012

Schedule D
Common Shared Private Driveway Design Standards

Common Shared Private Driveways to be developed as part of the Open Space Design Development Agreement for Dreamcatcher Lane (HRM File # 17585) shall meet the following design standards.

1. All Common Shared Private Driveways shall have a minimum clear width of 9 meters (29.52 feet) as follows.
 - a. Travel lanes shall be a minimum of 3 meters (9.84 feet) for each direction of travel and shall not include parking areas. Travel lanes shall be designed and constructed, complete with a paved asphalt surface, to adequately support the loads produced by all emergency vehicles.
 - b. A minimum 1.5 meter (4.92 feet) clearance (shoulders) shall be provided on both sides of the travel lanes and shall be comprised of stable ground as agreed to by the HRM Development Engineer in consultation with HRM Fire Services. The stable ground shall be designed to adequately support all emergency vehicles that may utilize the area to support their necessary operations.
2. All Common Shared Private Driveways shall be constructed so as to prevent the accumulation of water and ice on any section of the driveway. Where the driveway grades are less than 0.5 percent, the Common Shared Private Driveway shall be crowned in the center to prevent pooling of water in a travelled way. Swales shall be installed if required to prevent erosion of the shoulders.
3. Provisions for drainage systems, snow banks, utilities, and the like shall be provided and shall not be located within the required 9 meter (29.53 foot) Driveway.
4. At least 4.26 meters (14 feet) nominal vertical clearance shall be provided and maintained over the full width of the Common Shared Private Driveway.
5. Common Shared Private Driveways shall not have grades greater than 10 % with no change in grade over 8% in 15 meters (49.21 feet) of travel distance.
6. All cul-de-sacs shall be constructed with a minimum radius of 13 meters (42.65 feet) to the edge of asphalt and 15 meters (49.21 feet) to outside of shoulder.
7. All travel lane curves and turns at intersection, are to have a minimum 12 meter (39.37 feet) centreline travel radius. Curves and turns shall not reduce the clear width of the driveway.
8. The angle of approach and the angle of departure shall not exceed 8 degrees at any point on the driveway or its intersection with another driveway.
9. Sight distance shall be incorporated into the design of intersections.
10. If speed bumps are going to be constructed; acceptable warning signs shall be required.

Attachment B
Policy Review – Excerpt from the Regional Municipal Planning Strategy

Policy Criteria	Staff Comment
Regional Plan Policies	
<p><i>S-15 HRM shall permit the development of Open Space Design residential communities, as outlined in this Plan, within the Rural Commuter and Rural Resource designations and within the Harbour designation outside of the Urban Service Area, but not within the portions of the Beaver Bank and Hammonds Plains communities as identified in the Subdivision By-law under Policy S-25 and within the Rural Area Designation under the Eastern Passage/Cow Bay Plan Area. HRM will consider permitting the maximum density of such developments to one unit per hectare of gross site area. In considering approval of such development agreements, HRM shall consider the following:</i></p>	<p>The property is located within the Rural Commuter Designation of the Regional Plan. The property is further located in the Planning Districts 1 and 3 Planning Area.</p>
<p><i>(a) where the development is to be serviced by groundwater and as determined through a hydrogeological assessment conducted by a qualified professional, that there is an adequate supply of ground water to service the development and that the proposed development will not adversely affect groundwater supply in adjacent developments;</i></p>	<p>A Level 1 and Level 2 hydrogeological study has been completed and was review by CBCL. The applicant is proposing to use cisterns as a primary source of water and supplemented by groundwater. It has been determined that there is sufficient groundwater to service the proposed development.</p>
<p><i>(b) that there is sufficient traffic capacity to service the development;</i></p>	<p>The subject area is located off of St. Margaret’s Bay Road and is located approximately 3 km from an exit from HWY 103.</p> <p>A traffic impact study was completed and has been considered satisfactory to NSTIR.</p>
<p><i>(c) the types of land uses to be included in the development which may include a mix of residential, associated public or privately-owned community facilities, home-based offices, day cares, small-scale bed and breakfasts, forestry and agricultural uses;</i></p>	<p>The proposed development agreement permits a mix of residential uses, including single unit dwellings, two unit dwellings and town house style dwellings. Home-based offices are permitted in all dwelling types. The agreement does not permit bed and breakfasts and day cares are limited to only single unit dwellings.</p> <p>The proposed development includes open space and passive recreation uses such was</p>

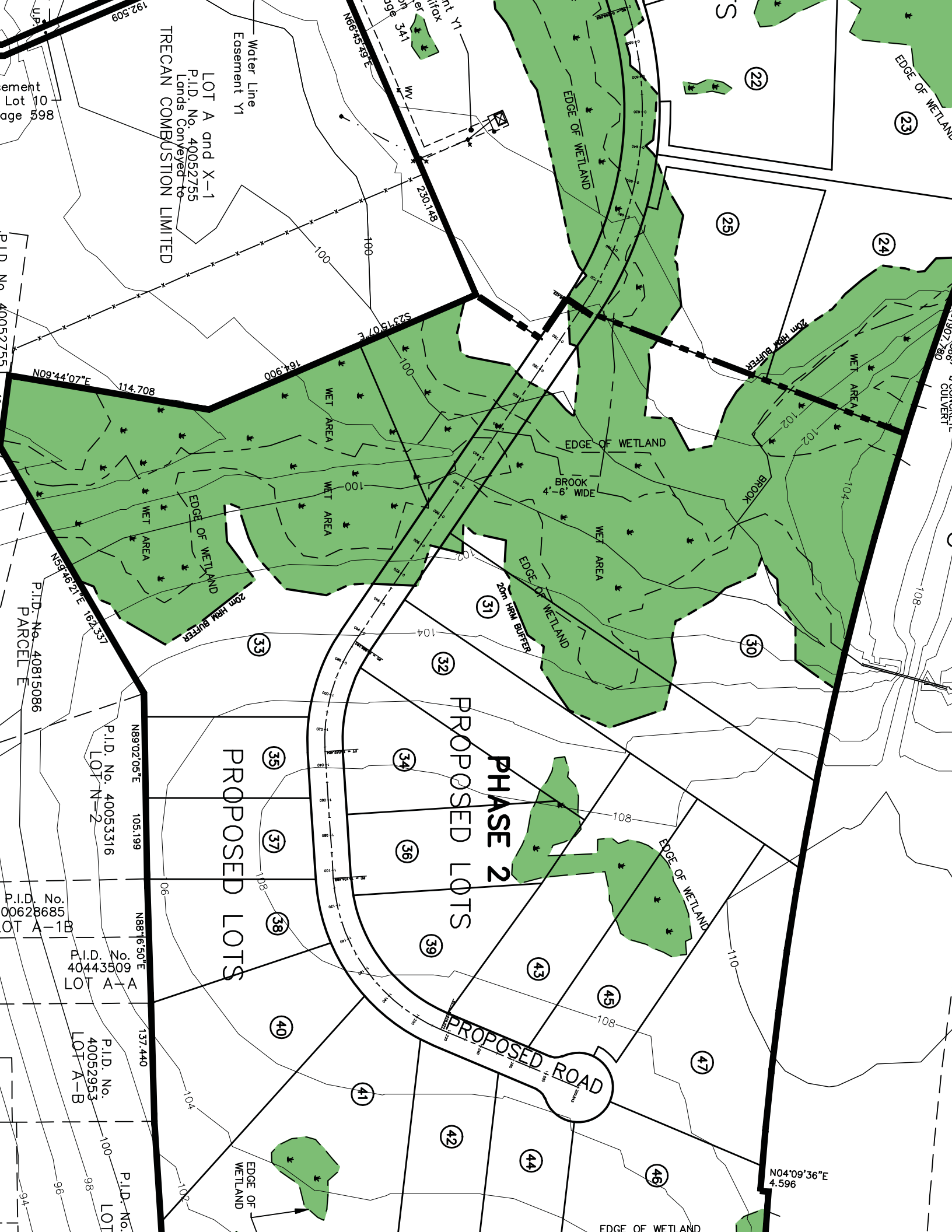
	walking trails to be used by the residents of the development. The agreement also includes provisions to construct common use buildings.
<i>(d) whether soil conditions and other relevant criteria to support on-site sewage disposal systems can be met;</i>	An on-site sewage disposal system was prepared as part of the planning application. 17 test pits were excavated, and the soils generally have good drainage qualities and good characteristics for onsite septic. Most of the test pits encountered bedrock, however some were dug to a depth of 1.6 metres with no evidence of bedrock. Clustered systems will be used to minimize disturbance.
<i>(e) the lot frontages and yards required to minimize the extent of road development, to cluster building sites on the parcel and provide for appropriate fire safety separations;</i>	The proposed development is to be clustered to the western portion of the property. Driveway development will be confined to the cluster area. The proposed development agreement includes minimum separation distances between buildings and structures which are considered appropriate for fire safety separations.
<i>(f) that the building sites for the residential units, including all structures, driveways and private lawns, do not exceed approximately 20% of the lot area;</i>	N/A
<i>(g) approximately 80% of the lot is retained as a non-disturbance area (no alteration of grades, except for the placement of a well or on-site sewage disposal system in the non-disturbance area shall be permitted and provision shall be made for the selective cutting of vegetation to maintain the health of the forest);</i>	N/A
<i>(h) that the development is designed to retain the non-disturbance areas and to maintain connectivity with any open space on adjacent parcels;</i>	There is a large wetland and brook that runs through the center of the property. By clustering the development to the western portion of the development there will no direct disturbance to this area. Smaller wetlands throughout the western portion of the property will be avoided through the placement of the dwellings and the design of the Common Shared Private Driveways. There the proposed development creates some

	<p>disturbance to a wetland located along St. Margarets Bay Road, however as the wetland is located at the only access to the site so some disturbance is unavoidable.</p> <p>There is no public open space on adjacent parcels.</p>
<p><i>(i) connectivity of open space is given priority over road connections if the development can be sited on the parcel without jeopardizing safety standards;</i></p>	<p>The proposed Common Shared Private Driveways are designed as a long cul-de-sac with four branches. The majority of the open space will be located in the eastern portion of the property, where there will be no road development.</p>
<p><i>(j) trails and natural networks, as generally shown on Map 3 or a future Open Space Functional Plan, are delineated on site and preserved;</i></p>	<p>This property is not affected by any of the trails or natural networks shown on Map 3. The St. Margarets Bay Rails to Trails multi-use trail is reasonably close.</p>
<p><i>(k) parks and natural corridors, as generally shown on Map 4 or a future Open Space Functional Plan, are delineated on site and preserved;</i></p>	<p>This property is not affected by any of the parks or natural corridors shown on Map 4.</p>
<p><i>(l) that the proposed roads and building sites do not significantly impact upon any primary conservation area, including riparian buffers, wetlands, 1 in 100 year floodplains, rock outcroppings, slopes in excess of 30%, agricultural soils and archaeological sites;</i></p>	<p>The proposed development will gain access from St. Margarets Bay Road which will create some disturbance to a wetland and brook located at that portion of the property.</p> <p>There is a large wetland and brook that run through the center of the property. By clustering the development to the western portion of the development there will be no direct disturbance to this area.</p> <p>Smaller wetlands throughout the western portion of the property will be avoided through the placement of the dwellings and the design of the Common Shared Private Driveways.</p>
<p><i>(m) the proposed road and building sites do not encroach upon or are designed to retain features such as any significant habitat, scenic vistas, historic buildings, pastoral landscapes, military installations, mature forest, stone walls, and other design features that capture elements of rural character;</i></p>	<p>The proposed Common Shared Private Driveways (<u>not</u> a public street) and building sites should not impact the listed secondary conservation features.</p>

<p><i>(n) that the roads are designed to appropriate standards as per Policy T-2;</i></p>	<p>The proposed development agreement includes design standards which the shared driveway must meet. These specifications were determined through consultation with HRM Development Engineering and HRM Fire Services.</p> <p>The proposed development agreement further requires both HRM Development Engineering and HRM Fire Services to review the design of the driveway at the permitting stage and the finished product.</p>
<p><i>(o) views of the open space elements are maximized throughout the development;</i></p>	<p>There are no specific open space elements to be maximized, although by clustering the development to the western portion of the property it provides a better view of the undeveloped open space area.</p>
<p><i>(p) opportunities to orient development to maximize the capture of solar energy;</i></p>	<p>Individual building design is not covered by the development agreement.</p>
<p><i>(q) the proposed residential dwellings are a minimum of 800 metres away from any permanent extractive facility;</i></p>	<p>There are no permanent extractive facilities within 800 metres of the subject property.</p>
<p><i>(r) the proposed development will not significantly impact any natural resource use and that there is sufficient buffering between any existing resource use and the proposed development to mitigate future community concerns; and</i></p>	<p>There are no known natural resources uses in the immediate vicinity.</p> <p>A well servicing 12 -14 properties is located on the property. The proposed agreement does not permit any wells or septic systems to be located within 150 meters from this well.</p> <p>There is an industrial use (Trecan Combustion) located to the south of the property. The proposed development agreement requires a larger setback and buffering from this property.</p>
<p><i>(s) consideration be given to any other matter relating to the impact of the development upon surrounding uses or upon the general community, as contained in Policy IM-15.</i></p>	<p>Two unit dwellings and townhouse dwellings are to be located away from existing low density residential properties.</p>
<p>Policy S-16</p>	
<p><i>Further to Policy S-15, within the Rural Commuter, Rural Resource and Agricultural Designations, HRM shall permit an increase in density for Open Space Design Developments up to 1 unit per 4000 square metres, or greater in centres as may be provided for in secondary planning strategies, where approximately 60% or more of the site is retained in single ownership</i></p>	

<p><i>of an individual, land trust, condominium corporation or the Municipality. Notwithstanding Policy E-5, the parkland dedication shall be relaxed to a minimum of 5% for this type of development. In considering approval of such development agreements, HRM shall consider the following:</i></p>	
<p><i>(a) the criteria specified in Policy S-15, with the exception of items (f) and (g); and</i></p>	<p>See above.</p>
<p><i>(b) that the common open space cannot be used for any other purpose than for passive recreation, forestry, agriculture or conservation-related use except for a portion of which may be used as a village common for active recreation or the location of community facilities designed to service the development.</i></p>	<p>It is anticipated that a condo corporation will own the entire property. At least 60% of the property will be designated as open space, which will be used as conservation land and open space for passive recreation such as walking trails. Structures such as benches and small gazebos would be permitted in this area.</p> <p>The remaining 40% of property where development can occur will include the driveways, dwellings, accessory buildings and trails.</p>
<p>Policy IM-15</p>	
<p><i>In considering development agreements or amendments to land use by-laws, in addition to all other criteria as set out in various policies of this Plan, HRM shall consider the following:</i></p>	
<p><i>(a) that the proposal is not premature or inappropriate by reason of:</i></p> <p><i>(i) the financial capability of HRM to absorb any costs relating to the development;</i></p> <p><i>(ii) the adequacy of municipal wastewater facilities, stormwater systems or water distribution systems;</i></p> <p><i>(iii) the proximity of the proposed development to schools, recreation or other community facilities and the capability of these services to absorb any additional demands;</i></p> <p><i>(iv) the adequacy of road networks leading to or within the development;</i></p> <p><i>(v) the potential for damage to or for destruction of designated historic buildings and sites;</i></p>	<p>The proposal is not inappropriate for any of the listed reasons.</p> <p>The developer will be responsible for the costs required by the agreement.</p> <p>Lots will be serviced by on-site services.</p> <p>The proposed development is close to Hubley, Tantallon and Halifax.</p> <p>A Traffic Impact Study was completed for this application. There are no concerns regarding traffic capacity from a municipal perspective.</p> <p>No registered heritage properties will be affected by this proposal.</p>
<p><i>(b) that controls are placed on the proposed development so as to reduce conflict with any adjacent or nearby land uses by</i></p>	<p>The proposed agreement includes provisions that establish the types of uses permitted, the height and bulk of each building, the general</p>

<p><i>reason of:</i></p> <ul style="list-style-type: none"> <i>(i) type of use;</i> <i>(ii) height, bulk and lot coverage of any proposed building;</i> <i>(iii) traffic generation, access to and egress from the site, and parking;</i> <i>(iv) open storage;</i> <i>(v) signs; and</i> 	<p>location of the shared driveway and access to the site, open storage for home business uses and signs.</p>
<p><i>(c) that the proposed development 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>Through the open space design process, these primary conservation features are avoided and impact is minimized.</p>



Water Line Easement Y1
LOT A and X-1
P.I.D. No. 40052755
Lands Conveyed to
TRECAN COMBUSTION LIMITED

ement
Lot 10
age 598

P.I.D. No. 40052755

P.I.D. No. 40815086
PARCEL E

P.I.D. No. 400628685
LOT A-1B

P.I.D. No. 40443509
LOT A-A

P.I.D. No. 40052953
LOT A-B

P.I.D. No. 40052755
LOT

PROPOSED LOTS

PHASE 2
PROPOSED LOTS

PROPOSED ROAD

EDGE OF WETLAND

EDGE OF WETLAND

BROOK 4-6' WIDE

EDGE OF WETLAND

EDGE OF WETLAND

EDGE OF WETLAND

N04°09'36"E
4.596

192.509

N68°35'43"E

341

230148

S23°15'07"E

164.900

114.708

N09°44'07"E

N59°46'27"E

N89°02'05"E

105.199

N88°16'50"E

137.440

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Case 17585: Attachment D
Minutes from the April 4, 2012 Public Information Meeting

HALIFAX REGIONAL MUNICIPALITY
Public Information Meeting
Case No. 17585

Wednesday, April 4, 2012
7:00 p.m.
Tantallon Public Library

STAFF IN

ATTENDANCE: Jillian MacLellan, Planner, HRM Planning Applications
Holly Kent, Planning Technician, HRM Planning Applications
Cara McFarlane, Planning Controller, HRM Planning Applications

ALSO IN

ATTENDANCE: Councillor Peter Lund, District 23
Councillor Reg Rankin, District 22
Jenifer Tsang, Sunrose Land Use Consulting
Bruce Strum, Strum Environmental
Steve Williams, MacWilliams Engineering

PUBLIC IN

ATTENDANCE: Approximately 30

1. Call to order, purpose of meeting – Jillian MacLellan

Ms. MacLellan introduced herself, HRM Planner; Councillor Reg Rankin, District 22; Councillor Peter Lund, District 23; Jenifer Tsang, Sunrose Land Use Consulting; and Holly Kent and Cara McFarlane, HRM Planning Applications.

Tonight's public information meeting (PIM) is to let the public know that HRM has received an application for an open space subdivision, explain the proposal and planning process, and receive feedback from the public. She noted that no decisions are made at the PIM.

2. Overview of planning process – Jillian MacLellan

Tonight's PIM is one of the first steps in the planning process. After tonight, all comments (staff's and the public's) will be reviewed for this application; the application goes before the Halifax Watershed Advisory Board (HWAB); HWAB will provide comments on the development and how it affects any watercourses or wet areas in the surrounding area; a development agreement will be negotiated with the applicant; a staff report is prepared recommending whether or not this application should go forward and submitted to Western Region Community Council (WRCC); a public hearing is held by WRCC giving the public another chance to voice any comments they have concerning this application; then WRCC decides whether or not to approve the proposal. There is a 14 day appeal period following Council's decision.

3. Presentation of Proposal – Jillian MacLellan

The subject property is located at 130 Dreamcatcher Lane in Hubley. The surrounding uses are mainly residential; however, Treacan Combustion is located just south of the property. There was a former salvage yard that was located in the eastern corner of the property. Currently, there is a well serviced by Halifax Regional Water Commission (HRWC) on the property.

The site is within Planning Districts 1 and 3 (St. Margarets Bay) Plan Area, zoned Mixed Rural Residential (MMR-1), designated Mixed Rural Residential in the Municipal Planning Strategy (MPS) for Planning Districts 1 and 3, and designated Rural Commuter in the Regional Plan.

In 2006, HRM adopted the Regional Plan and through that the Regional Subdivision By-law was also adopted. The Regional Subdivision By-law provides standards for subdivisions throughout HRM. Although requirements such as the lot area and frontage are still regulated through the individual land use by-laws, the Regional Subdivision By-law provides broader regulations and exceptions for certain types of developments which are usually in the rural areas of HRM. Within the Regional Subdivision By-law, it does not permit any subdivisions that require any new roads off of St. Margarets Bay Road or any that would involve private roads. However, under the Regional Plan or under the Rural Commuter Designation, there is policy that allows staff and council to consider a larger subdivision that involves new roads and larger subdivisions that can be created off of shared public roads. These are considered through the open space design development agreement.

The open space design development agreement was established to preserve as much of the land as possible within new subdivisions. It can be established in two types: the classic open space or hybrid open space. The classic open space subdivision involves clustering development allowing larger communal and undeveloped space, have shared services such as septic systems, have a density up to one unit per acre, and ownership is usually through a condo corporation. The hybrid open space looks like a traditional as-of-right subdivision. The entire property is subdivided into individual lots, can be owned individually or have freehold individually, and serviced by its own septic and well. Only 20% of the property with a hybrid open space can be developed while 80% must be retained for an undeveloped area.

In November, 2010, staff received a proposal for 130 Dreamcatcher Lane for a hybrid open space development. This proposal included 47 residential lots. Approximately four of these lots were to be developed as townhouses. A public information meeting was held for that proposal in February, 2011. The applicant would like staff and council to continue to consider that proposal.

The applicant has provided an alternate design and would like some feedback from the public. The proposal, a classic open space design, was received in January, 2012. This proposal includes 57 residential units (single unit dwellings, two unit dwellings and townhouse units). The residential units will be situated in clusters and each cluster will be serviced by a shared septic system. All of the development will be located to the west side of the property to avoid any driveway development or any other development through a large wetland and brook that runs through the center of the property. It was also noted that there is no subdivision proposed as part of this application. Access will be through a shared private driveway and it is proposed that ownership will be through a condo corporation who will be responsible for all the shared services (shared public driveway and the septic system).

These application has to be reviewed by staff and council based on policy. There are various studies required as part of these applications (groundwater assessment, traffic impact study, stormwater management plan). These studies are currently being reviewed by staff and the applicable agencies. Conservation design and compatibility with the surrounding area is also considered.

Presentation of Proposal – Jenifer Tsang, Sunrose Land Use Consulting

Ms. Tsang introduced Steve Williams, MacWilliams Engineering, and Bruce Strum, Strum Environmental. She summarized some of the differences between the two options. Option 1 is a public road with lots utilizing the entire property. Only 20% of each lot could be disturbed for the house and driveway but it does involve a road going all the way through the property. The location of the HRWC well was shown. We considered changing the design because of the impact on the wetlands. The impact would have been about 2.67% of the wetlands and 9% of the buffer. Also, the residents preferred the proposed townhouses further away from them; therefore, Option 2 proposes single unit dwellings next to the existing residences and the townhouse blocks in a different location.

With Option 2 only 1% of the wetlands and less than 0.5 % of the buffer will be impacted. Shown were seven proposed single unit dwellings (three small clusters) on one shared driveway next to the existing homes, seven two unit dwellings, and townhouse blocks. The entire site would be owned as a condominium corporation. The details for recreational features have yet to be finalized. Environmental issues are address by disturbing very little of the site. The total units in Option 1 were approximately 52 which is less than 1 per hectare (very low density). With Option 2, the policy would allow a higher density but it will be kept very low at approximately 57 units per acre.

4. Questions and Comments

Mitch Inglis, St. Margarets Bay Road – Is the cluster of seven houses going to feed off of one well or will there be multiple well heads? Where will they be located? **Bruce Strum, Strum Environmental** said the ground water assessment has been done. With Option 1, the 25 homes in the western half were going to have one well each. Level one and two testing had been done. There was adequate quantity and quality of water in the aquifer under the site without causing undue concern to the other residents in the area. Under Option 2, there will be cistern augmented water supplies for these homes. A cistern collects rainwater that falls off of a roof and then the water is put in a vessel in the basement or in a container beside the house. The water is then filtered internally into the house and used for drinking and gray water. In addition to that, a few wells (maybe one per every four or five residents) will be placed within the development but not at every residence. The wells will be located close to the units but without conflicting or creating any kind of interference effects on surrounding wells. If bigger cisterns are used the fewer wells have to be drilled.

A resident – How many acres are there? How big will the lots be and how many bedrooms per unit are proposed? **Ms. MacLellan** – HRM does have some standard numbers that are used for calculating density for single unit, two unit dwellings, and townhouses (3.35 persons). There are 57 units proposed in 58 hectares.

Mr. Burnett, St. Margarets Bay Road – What happens to all of the land on the right hand side which remains undeveloped? Is that deeded to the condo corporation? **Ms. MacLellan** said it would.

Stacey Clements, adjacent landowner – Would the undeveloped land be subject to future development? **Ms. MacLellan** explained that this would all be part of the same development agreement. If more units were proposed for another part of the property, the applicant would have to amend the development agreement which would warrant another public process and the application would have to meet the open space subdivision and groundwater assessment requirements. **Steve Williams, MacWilliams Engineering** said the reason that the density was moved over to the western portion of the property is because it is better suited for hydrology and soil. The whole piece of land qualifies for roughly 150 units. If the developer wanted to go that route, we would try to find a way to do it. **Ms. MacLellan** clarified that in order for the land to be eligible for the 150 units, there would have to be enough groundwater and all the requirements of Department of Environment (DOE) would have to be met.

Councillor Rankin, District 22 – That area could be deemed parkland. **Ms. MacLellan** clarified that with the classic style of open space design, 60% of the property is considered undevelopable because it is part of that conservation land. That is something we could look at. Whether or not the entire eastern portion of the property is established as conservation land is something that needs to be negotiated with the applicant.

Stephen Ling, Bedford – If this is a condominium corporation, the land becomes owned by all the home owners. They would be in charge of any new development. The condominium declaration and by-laws clearly indicate that parkland is part of the condo owners.

A resident – The conservation restrictions could be part of the master development agreement. More density on the property would not be permitted unless technology changes.

James Isnor, St. Margarets Bay Road – Wondered how the applicant would respond to Councillor Rankin's comment about developing the parkland. Ms. Tsang said it would be highly unlikely that they would come back and ask for more because the policy for a classic open space design is about clustering units in order to preserve 60% of the land. The development agreement will be written that way. Normally, with an application like this, the developer tries to get the maximum number of units. The previous design was one unit per hectare which is even lower density; therefore, in theory, 150 units could be developed but they would have to be clustered leaving 60% as open space. Also, the soils and water assessment had to be looked at to make sure the support was there. We are asking for about 57 units and may seek some flexibility for a little more or less depending on what is found. **Mr. Williams** said that 60% of 150 acres is 90 acres that has to be left untouched.

Mr. Clements – The wetlands is what makes our waters fresh. Who is going to guarantee that these septic systems will not poison the water? Septic systems will drive the salt, sand and chemicals downhill towards existing residents. **Ms. MacLellan** said the septic systems will need approval by DOE. **Mr. Isnor** asked if the system is going to be pumped out on a regular basis. **Mr. Williams** said the systems are heavily regulated by DOE. It is going to be within their control to see that everything is done by the designers and installers to their standards. Two types of systems are being proposed, The Peat Module System and C3 Systems. The Peat Module System uses peat to treat the sewage. The peat itself has to be changed every seven to eight

years. The C3 Systems are basically an imported sand filter bed and these are being considered for the cluster residential homes. Both systems meet the discharge requirements of the Province but the Peat System has a smaller footprint and is easier to maintain.

Jill Pulsifer, Upper Tantallon – She is concerned that these wetlands that serve the lakes are below the development. Is there any enforcement currently in HRM to make sure that people maintain their septic systems properly? How is the stormwater regulated for flooding? Currently, policy states that the homeowner who developed the land above you can be held liable for the basement flooding. There has been talk about changing that policy. How does this plan intend to deal with potential future problems as well as runoff that could affect the water system inside the watershed? **Ms. MacLellan** said the septic systems would be regulated by the Provincial government. They are responsible for the design and installation. **Mr. Williams** explained that the manufacturer and supplier of the Peat Module Systems mandate those programs and the supplier would charge the developer for every unit that is not properly maintained. Part of the condo corporation by-law will be to maintain the program of the onsite sewage system. Stormwater is a civil matter. The stormwater in this particular case is no different than the stormwater in Option 1. Flows for 1 in 5, 10 and 100 year storms were calculated for the property prior to anything being done on that property. The developer is then mandated to do whatever they can not to increase that number. **Mr. Clements** asked if there will be a ditch or culvert. **Mr. Williams** said for balance and flow, equalization and retention ponds will be created. **Ms. Pulsifer** asked if the developer would state that in writing to all of these homeowners in the form of a legal contract. **Ms. MacLellan** explained that through the development agreement, a stormwater management plan can be required when the developer applies for permits for the private shared driveway. A grading plan is also required when the developer applies for the permits for the construction of buildings. Those plans are reviewed by HRM staff. **Ms. Pulsifer** asked if there is any guarantee if something went wrong. **Ms. MacLellan** said this is why those plans are required. They are cautions that are put in place to help make sure that doesn't happen.

Ed Weaver, Tantallon – From his experience, the downslope landowner wins a Civil Court case.

Councillor Rankin – For the adjacent neighbourhood, it would be much preferred if they know who they were dealing with in terms of ownership. I would hope that the condominium would cover all of that area for drainage, etc. There should be drainage approval for each lot and the subdivisions. There should be a document guaranteeing that the drainage will work. Who takes that on in the future? What type of amendment could come forward for a subdivision or rezoning? Would this constitute a completely new application? If an amendment to the MPS was required, it would set the bar higher with such things as an environmental review. The public should know the guarantees in place for the future with guarantees of hydrological studies for changes within the subdivisions. **Ms. MacLellan** said the condo corporation would be responsible for the same things as an individual property owner. Making sure septic systems are running properly would be one of those things.

Councillor Lund – Understands that any infractions with a condo corporation are more enforceable in a court of law and the corporation is easier to deal with than a property owner. **Mr. Williams** said the intent is to have a condominium corporation to deal with, operate the homes and maintain the exterior infrastructure on the property. The individual owners of each unit will be members of the condo corporation.

Councillor Lund – Are clear-cutting controls going to be put in place? **Ms. MacLellan** mentioned that through the development agreement, retention areas may be negotiated.

A resident – It would be a good idea to include who is responsible for managing the shared systems in the development agreement. The condo corporation makes sense, but are they qualified? Maintenance of stormwater and sewer systems, wells, quality and quantity of water and maintenance has to be worked out and assured first.

Beth McGee, Seabright – How many houses are served by the existing well on the property? **Ms. MacLellan** believes there are 12 to 14 properties.

Mr. Clements – Rumors had it that there wasn't enough water structure to support the development. This is where the cistern system came in. Are the water tests available publicly? **Ms. MacLellan** said the original level one and two groundwater assessments for Option 1 are available to the public. **Mr. Strum** said studies were done before Option 2 was designed. Wells were put in and it was determined that there was adequate water in quality and quantity to do Option 1. He believes there is less demand on the site and possibly on the groundwater with Option 2. There is adequate quantity of water. **Ms. Tsang** said the public may have heard that there wasn't enough to accommodate the whole density of 150. **Mr. Strum** said the preliminary testing was done for the western half of the lot. We drilled about 250 feet or so in the shallow bedrock aquifer to find out what the yield and type of water quantity and quality was available there. Four wells were drilled. A couple of those were pumped to see if there were any interference effects on the surrounding wells. That's what a lot of the study was based on. **Mr. Clements** asked how many gallons a minute were there at 250 feet. **Mr. Strum** said the wells were anywhere from one to two gallons per minute.

Councillor Rankin – He would like to see the professional language regarding water quality and quantity and the tolerable parameter included in the development agreement. **Mr. Strum** said in terms of yield, we refer to gallons per minute. It comes down to how many gallons per minute are needed and what is going to be consumed. The second thing is the water quality. All the numbers that were tested and collected have to be compared against the stated criteria. HRM has the reports reviewed by a hydrogeological consultant. **Councillor Rankin** was referring to future years to come and is speaking on behalf of the community. This is the material part of the development agreement. If this goes forward, it is because of the applicant's optimism and confidence; therefore, let it be part of the development agreement. **Ms. MacLellan** clarified that HRM is not in the business of monitoring people's water and therefore cannot be included in the development agreement. Maybe through negotiations, something could be worked out with the developer to potentially have that monitored in the future.

Ken Godwin, St. Margarets Bay Road – Will there be any or a lot of blasting to put in foundations? **Mr. Williams** said that the idea would be to try and minimize it but he couldn't say for sure how much there would be if any. There is more bedrock on the eastern portion of the property than the western portion and it is just a matter of how much material is over top of it on the western portion and what type of housing construction will take place. **Ms. MacLellan** noted that HRM does have standards for blasting. A blasting permit is required and depending on the voltage of the blast, a blasting survey is required for surrounding properties.

Mr. Clements – Is there any other deeded access to this property? Could there be two entrances? **Ms. MacLellan** said the proposed access will be off St. Margarets Bay Road. If this

application is approved as shown and a second entrance is wanted, the development agreement would have to be amended which would warrant another public process. **Mr. Williams** said not for this application. Dreamcatcher Way is basically a driveway up to the existing water well and there is an easement that runs up in the middle of all the conservation and wetland area. This application does not change who owns the rights to Dreamcatcher Way. The developer actually owns the land so he could travel on it. If the development was more than 100 units, HRM would require a second access. **Mr. Clements** asked if there is a separate turning lane into the new entrance. **Mr. Williams** said there isn't because the traffic study did not warrant it. An emergency access to Dreamcatcher Way may be considered.

Mr. Isnor – He prefers Option 2. What was the driving force behind Option 2? **Ms. Tsang** said the main reason was to avoid the wetlands. The condominium corporation route is a little untested still and could be a risk for the developer.

Kenda MacKenzie, HRWC – Will Council be allowed to vote on which option to choose? **Ms. MacLellan** explained that the developer and staff will discuss and chose one of the options and go forward with that. **Ms. MacKenzie** asked if the development agreement list the number of wells that will be on the site. **Ms. MacLellan** will have to look at what sort of flexibility there is with the development agreement and if that can be regulated. **Mr. Williams** said they would like to come to a conclusion on how to reuse 70% to 75% of the rain water. **Ms. MacKenzie** is concerned that someone who is supplementing the system does not get enough water. Do they then have the ability to drill a well? **Ms. MacLellan** said that will definitely need to be addressed during the groundwater assessment.

Ms. Pulsifer – What testing has been done to evaluate the impact on the wetlands due to drilling wells. **Mr. Strum** doesn't anticipate any impact on the wetland but with fewer wells and lower demand there would be less stress and impact on the wetlands. **Ms. Pulsifer** asked if there are any formal studies to support that. **Mr. Strum** said that there were two primary studies required by HRM. A resident mentioned that everything should be okay because the water flows in a different direction.

Councillor Lund – In Option 1, 52 units were spread out across the entire piece of property and Option 2 has 57 units on the western half. Is the hydrogeological groundwater assessment and soil reports being revised to reflect that change? Now that the road configuration has changed and the clustering of houses, can it be assumed that the stormwater report would be revised as well? **Mr. Williams** said that there were supplemental reports based on Option 2. **Councillor Lund** asked if there would be any additional field work associated with those. **Ms. MacLellan** said that most of the work for the original groundwater assessment had been done in the western area already. There already has been a lot of work done.

Councillor Lund – Will there be a clause in the development agreement requiring infill to be brought in if the house is going to have a basement? **Ms. MacLellan** said they are not at that stage yet, but could look at it.

Councillor Lund – Seeing as this application is back at the initial process, the proposal will go to HWAB for comment.

Councillor Rankin – Arrangement needs to be made to evaluation the quality of water and monitoring wells. At least the quality of receiving and discharging water into that community

and monitor the wells upslope and downslope. He would look to the developer to assess that.

Mr. Ingles – How close will you go to the existing property lines looking for water before it starts to affect the water? How can it be determined that 50 families in this narrow corridor can be sustained based on four individual drilled wells? **Mr. Strum** said HRM requires a certain number of wells for every acre in a development. A level one has been done and a level two is being built. They would like to do a cluster of test wells below and above the development to verify the conditions that has been seen in the level one test wells. The bedrock stays relatively the same across the site. The wells will be situated as far away from property lines as possible to avoid interference. **Ms. MacLellan** said that it is part of the review process. **A resident** mentioned that it could be on the same crack and fissure of a well. **Ms. Pulsifer** believes there should be a policy to support that issue. She is frustrated that water is one of the essential ingredients for life but yet it is one of the under regulated issues in this development.

A resident – Can a performance bond be posted to fix any problems that may occur? **Ms. MacLellan** will look into it.

Councillor Rankin – Anyone can make the argument that the condominium looks after water and facilities. There is collective responsibility with a condo corporation. There is some obligations as to who is expected to take on that responsibility.

5. Closing Comments

Ms. MacLellan thanked everyone for coming and providing their comments.

6. Adjournment

The meeting adjourned at approximately 8:30 p.m.