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Item No. 10.1.6
North West Community Council
May 25, 2015

TO: Chair and Members of North West Community Council

Original Signed

SUBMITTED BY:

Bob Bjerke, Chief Planner and Director of Planning and Development

DATE: May 1, 2015

SUBJECT: **Case 19105: Development Agreement - Open Space Design Development,
Sackville Drive, Upper Sackville**

ORIGIN

Application by WSP Canada

LEGISLATIVE AUTHORITY

Halifax Regional Municipality Charter, Part VIII, Planning & Development

RECOMMENDATION

It is recommended that North West Community Council:

1. Give Notice of Motion to consider the proposed development agreement to allow a classic form open space development as set out in Attachment A of this report and schedule a Public Hearing;
2. Approve the proposed development agreement as set out in Attachment A of this report: and
3. Require the agreement be signed by the property owner within 120 days, or any extension therefore granted by Council on request of the property owner, from the date of final approval by Council and any other bodies as necessary, including applicable appeal periods, whichever is later; otherwise this approval will be void and obligations arising hereunder shall be at an end.

BACKGROUND

WSP Canada has submitted an application for a classic form of open space design development on lands in Upper Sackville. The application has been made subject to the provisions of the 2006 Regional Plan Open Space Policy. The lands are 22.7 hectares in area and are located between Sackville Drive and Highway 101 (where two abandoned road intersections with Sackville Drive are located). To enable the open space design development North West Community Council must approve a proposed development agreement.

Location, Designation, Zoning and Surrounding Land Use:

Subject Property	Sackville Drive, Upper Sackville (PID 41164039)
Location	between Sackville Drive and Highway 101; formerly served as lands containing connector from Trunk 1 (Old Sackville Road) to Highway 101. (Map 1)
Lot Area	approximately 22.7 hectares
Designation	Mixed Use C under Beaver Bank, Hammonds Plains and Upper Sackville (BBHPUS) MPS; Rural Commuter under Regional MPS (Map 1)
Zoning	MU-2 (Residential Mixed Use 2) under BBHPUS LUB (Map 2)
Surrounding Uses	existing residential development with several adjacent commercial properties on the west side of the east site access. The 13.96 ha Weir Park abuts the site to the west (Map 2)
Current Use(s)	undeveloped with sections of abandoned roads (former temporary connectors from Trunk 1 to Highway 101) now overgrown

Enabling Policy and Zoning Context

During the review of this application, the 2014 Regional Plan was approved by Regional Council. Policy G-18 of the 2014 Regional Plan is as follows:

“G-18 Where any completed development agreement application was received by HRM prior to Council’s first notification to adopt this Regional Plan, the application shall be considered in accordance with the Regional Plan policies in effect at the time the application was received.”

As the application was received by HRM prior to May 31, 2014, the first notification ad for the adoption of the 2014 Regional Plan, the application is considered under the policies of the 2006 Regional Plan. Policies S-15 and S-16 of the 2006 Regional Plan set out the criteria by which Council must consider Classic Open Space Design Development proposals (Attachment C). The policies focus on minimizing the overall disturbance to the site and the importance of retaining important ecological and cultural features, while demonstrating that there is sufficient groundwater to serve both the proposed and existing developed properties.

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 unserved areas throughout HRM was limited to 8 lots on a new public road unless the subdivision was granted concept approval prior to 2006. New subdivisions involving more than 8 lots may only be considered through the open space design development agreement process.

An open space design development is a form of development 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 may 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 may be shared. As development and services are to be clustered, the classic form of open space design development allows the consideration of a maximum density of one residential dwelling unit per 4000 square metres.

Proposal

The applicant is proposing a classic form of open space design residential development (Map 3) on lands in Upper Sackville under the Policies S-15 and S-16 of the 2006 Regional MPS. The proposal is for up to 56 dwelling units with individual wells and shared on-site sewage treatment facilities located on a common shared private driveway off a public road (Sackville Drive). Features of the proposed development include:

- up to 56 dwelling units (dependent on water quantity);
- single and two unit dwellings;
- common shared private driveways by which the residential dwellings will access the public road;
- ownership of the development is proposed to be through condominium corporation;
- sewage treatment facilities will be shared between dwellings;
- retaining 60% of the land as common open space for conservation and passive recreation use; and
- private community centre and trails, for use of condominium residents.

DISCUSSION

Staff conducted a review of the proposed development relative to the applicable policy criteria and advise that the proposed development is consistent with the intent of the Regional MPS (2006). Attachment C contains staff's analysis of the applicable policies. Based upon this evaluation, a proposed development agreement has been prepared. Staff has identified below some aspects of the development that warrant further discussion.

Phasing/Hydrogeological Assessment

The proposal for up to 56 dwelling units is to be developed in two phases (Map 3) over a 15 year timeframe. The first phase will be located off the unused easternmost access to the lands at Sackville Drive. The proposed development agreement permits up to 26 dwelling units along a cul-de-sac and one driveway off it, proceeding west just inside the site boundary, to connect to Phase 2. Another driveway at the far end of the cul-de-sac leads to the wastewater treatment facility. Phase 2 is located along the other abandoned road from the western access (which will not be utilized as a vehicular access) and may be permitted up to 30 dwellings units and the proposed community centre.

An important component of the policy evaluation involved a hydrogeological study to assess the adequacy of groundwater required to service the proposed development. The required Level 1 hydrogeological assessment has been completed for the entire development and the Level 2 assessment for Phase 1 has been completed. The Level 2 assessment for Phase 1 indicated that 26 residential units may be accommodated on the subject property but that the wells should be monitored as they are developed. The proposed development agreement allows for each dwelling to contain either 2 or 3 bedroom units but the number of 3 bedroom dwelling units is limited to 50 percent of the total number.

The Level 1 assessment test wells revealed an adequate yield of water for single family use in the area of the site tested but raised some issues related to providing the maximum number of dwellings permitted

overall. Therefore, to ensure there is adequate supply of groundwater throughout the development, the proposed development agreement requires an existing test well within Phase 2 to be monitored during development of Phase 1 and a Supplemental Hydrogeological Analysis be prepared for Phase 2 prior to any site clearing or tree removal. Phase 1 shall be permitted to be developed and may proceed regardless if Phase 2 may or may not proceed. If analysis identifies insufficient quantity or quality in the local aquifer, the number of permitted dwellings shall be reduced to a level that may be supported.

Traffic Impacts

The lands of the proposed development connect to Sackville Drive, a two lane rural roadway with gravel shoulders and open ditches, where two abandoned roadway intersections with Sackville Drive and Highway 101 still exist. The Traffic Impact Study submitted in support of the application notes the easternmost access is proposed to be modified to meet Sackville Drive at an approximate 90 degree angle on the outside of the curve which will provide adequate visibility on Sackville Drive to the intersection for the posted speed limit. The western abandoned road intersection will be removed and replaced by a trail connecting to Sackville Drive. The study concludes that the number of site generated trips are low as are Sackville Drive volumes and the site generated trips are not expected to have any significant impact to the performance of Sackville Drive. Staff concurs with this summation and has accepted the study.

Nova Scotia Transportation and Infrastructure Renewal (NSTIR) has reviewed the Traffic Impact Study prepared in support of this application and has accepted the report.

The common shared private driveways (approximately 650 metres length in total) within the site are to be designed to a standard as scheduled in the proposed development agreement. Although the common shared private driveways are to be owned and maintained by the condominium corporation, the standard for the design of the driveways was established to ensure adequate travel width and support of emergency vehicles and HRM waste collection vehicles.

Common Open Space

A classic open space design development as conceived under the provisions of the 2006 Regional MPS allows for the development of 40% of the property with the remaining 60% of the property to be retained as common open space to be reserved for conservation and passive recreational uses. A large part of the proposed common open space on this site is made up of wetland areas and the riparian buffer almost equal in area to the non-wetland and buffer area. No development will be permitted within the common open space except for limited private trail development.

Common Ownership/Shared Services

Ownership of this development will be through condominium corporations. A condominium is more traditionally applied to a multiple unit building, however, under the development agreement individuals will own their individual units and will be responsible for their upkeep. The condominium corporation will be responsible for the maintenance of all other aspects of the development, including the common shared private driveways, water and waste water systems, common open space, and common accessory buildings.

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 condominium corporation will be responsible for its own waste collection.

Building Development Standards

The proposed development agreement specifies minimum building setbacks for all dwellings from the lot boundary, common shared private driveways, non-disturbance area and separation distances from other dwellings and accessory buildings. Each dwelling will be permitted one accessory building up to a maximum of 600 square feet. The proposed agreement also contains development standards for common community centre building, for the private use of the condominium residents and accessory buildings to accommodate any groundwater and wastewater distribution and management storage needs.

On-Site Waste Water Treatment

The applicant is proposing three options for on-site wastewater treatment plant and dispersal systems. The treatment plant option(s), regardless of choice, will be located to minimize land use conflict off the cul-de-sac in Phase 1. The flexibility of choosing from three system types will adequately address concern for appropriate wastewater treatment and disposal. These systems are all compact, modular in nature and have tertiary level of treatment (as required by the terms of the proposed DA) before the effluent is dispersed to the soil for further treatment and may be configured for expansion and disinfection by means of additional system components.

Application to Nova Scotia Environment (NSE) for on-site sewage disposal system approval includes a pre-design evaluation, pre-design report and, if the application is deemed acceptable to proceed, detailed design documentation to NSE is required. To address proper management of the treatment facility it must meet operating, monitoring, compliance and reporting requirements that are developed in the detailed study and a certified operator must be in place before approval to operate is given by the province. The condominium corporation will assume management and operation of the proposed de-centralized on-site wastewater treatment facilities.

Parkland Dedication

The proposed development will contain a mix of common open space, community space and private trails to serve condominium residents' needs. The proposed development contains no public parkland dedication as required through subdivision under the Regional Subdivision By-law as the development is to occur on a single lot with no subdivision to take place. However, the proposed development does include private open space or amenity development that may include trail construction, gazebos and development of a community centre. Staff advise that the intent of the parkland and connectivity policy criteria is adequately met by the proposed trails and common amenities in conjunction with nearby public parklands.

North West Planning Advisory Committee

The North West Planning Advisory Committee (NWPAC) reviewed this application on December 3, 2014. The Committee recommended that North West Community Council approve the application to enter into a development agreement for a classic open space design development. A report from the PAC to Community Council will be provided under separate cover.

The Committee's concerns with respect to setbacks from the provincial highway, water quality and density were addressed at the NWPAC meeting. Staff explained that the setback from the highway would be adhered to and was greater than the buffer envelope required by NS Transportation Infrastructure Renewal and that only non-motorized trails were lawfully permitted in the provincial right-of-way. The adequacy of water quality and quantity was discussed and it was noted that Phase 1 wells, and an existing test well in Phase 2, would be monitored as the development progressed to determine if there was adequacy to continue to Phase 2. The proposed development agreement requires a supplementary hydrogeological study be prepared prior to developing Phase 2. If Phase 2 may not be developed because of water issues this does not preclude any units not being developed in Phase 1.

Conclusion

The proposed application for a classic open space design development conserves the common open space on the overall lands by clustering dwellings and sharing an on-site sewage treatment facility. The design of the driveways and placement of the dwellings will avoid the sensitive, cultural and ecological conservation features of the lands. Staff has received analysis indicating there is sufficient groundwater to service the first Phase of the proposal. The proposed development agreement (Attachment A) requires further hydrogeological analysis for future development phases.

Staff advise that the proposed development is consistent with Policies S-15 and S-16 of the Regional MPS (2006). Therefore, staff recommends 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 proposed 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 November 3, 2014 (see Attachment B for minutes). Notices of the Public Information Meeting were posted on the HRM website, in the newspaper, and mailed to property owners within the notification area as shown on Map 2.

A Public Hearing has to be held by Council before they may consider approval of a proposed development agreement. 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 shown on Map 2 will be notified of the hearing by regular mail.

The proposed development agreement (Attachment A) will potentially impact local residents and property owners on Sackville Road.

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. Community Council may choose to refuse to approve the development agreement and, in doing so, must provide reasons why the agreement does not reasonably carry out the intent of the MPS. A decision of Council to reject this agreement is appealable to the N.S. Utility & Review Board as per Section 262 of the *HRM Charter*.
2. Community Council may choose to approve the proposed development agreement subject to modifications. This may necessitate further negotiation with the applicant and may require an additional public hearing and a supplementary staff report. A decision of Council to approve this agreement is appealable to the N.S. Utility and Review Board as per section 262 of the HRM Charter.

ATTACHMENTS

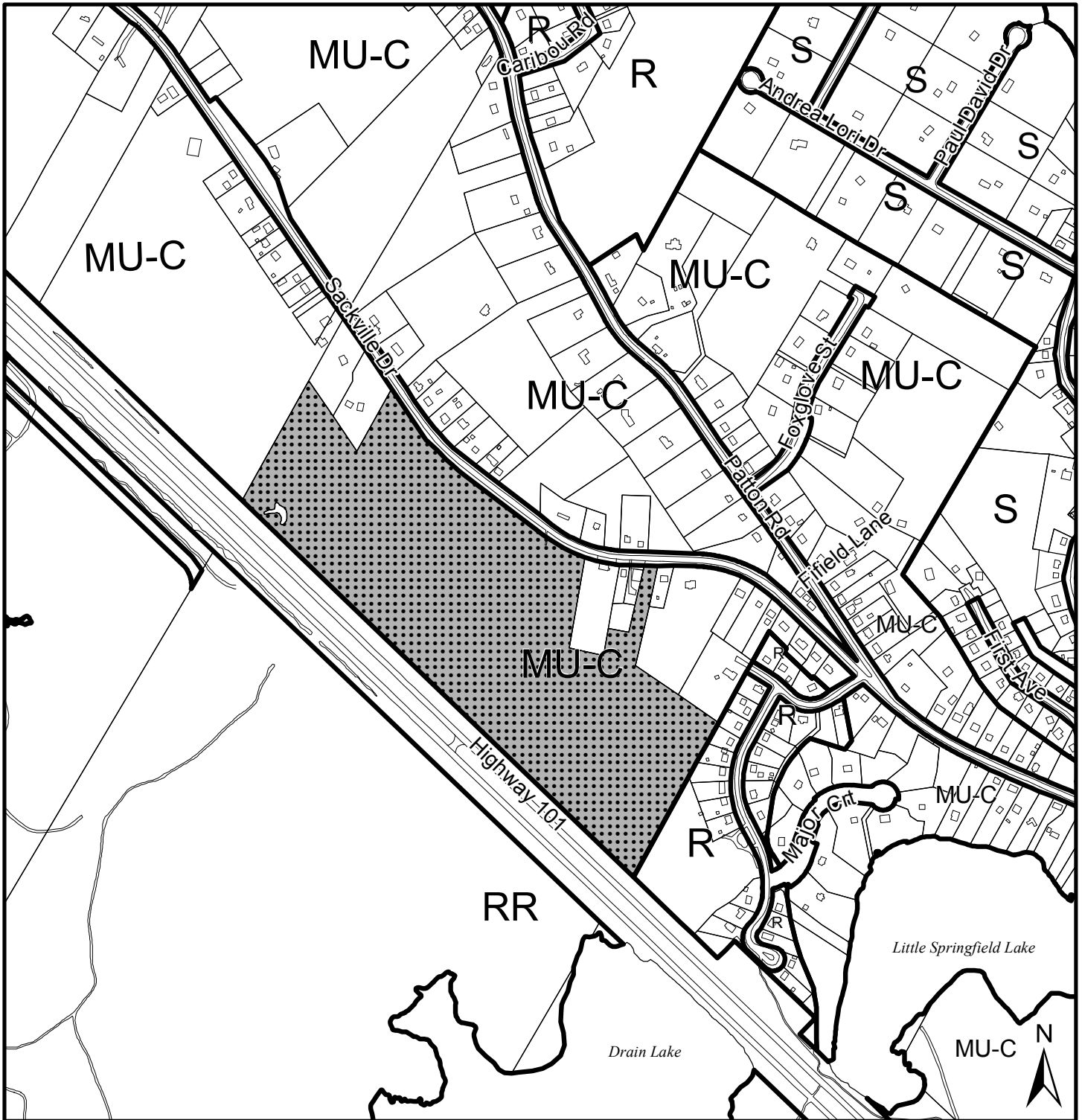
Map 1	Generalized Future Land Use
Map 2	Zoning and Notification
Map 3	Proposed Site Plan
Attachment A	Proposed Development Agreement
Attachment B	November 3, 2014 PIM Minutes
Attachment C	Excerpts from Regional MPS Policy

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

Report Prepared by: Darrell Joudrey, Planner 1, 902-490-4181

Original Signed


Report Approved by: Kelly Denty, Manager of Development Approvals, 902-490-4800

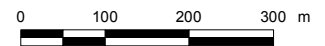


Map 1 - Generalized Future Land Use

PID# 41164039 Sackville Drive
Upper Sackville

HALIFAX

 Subject Property



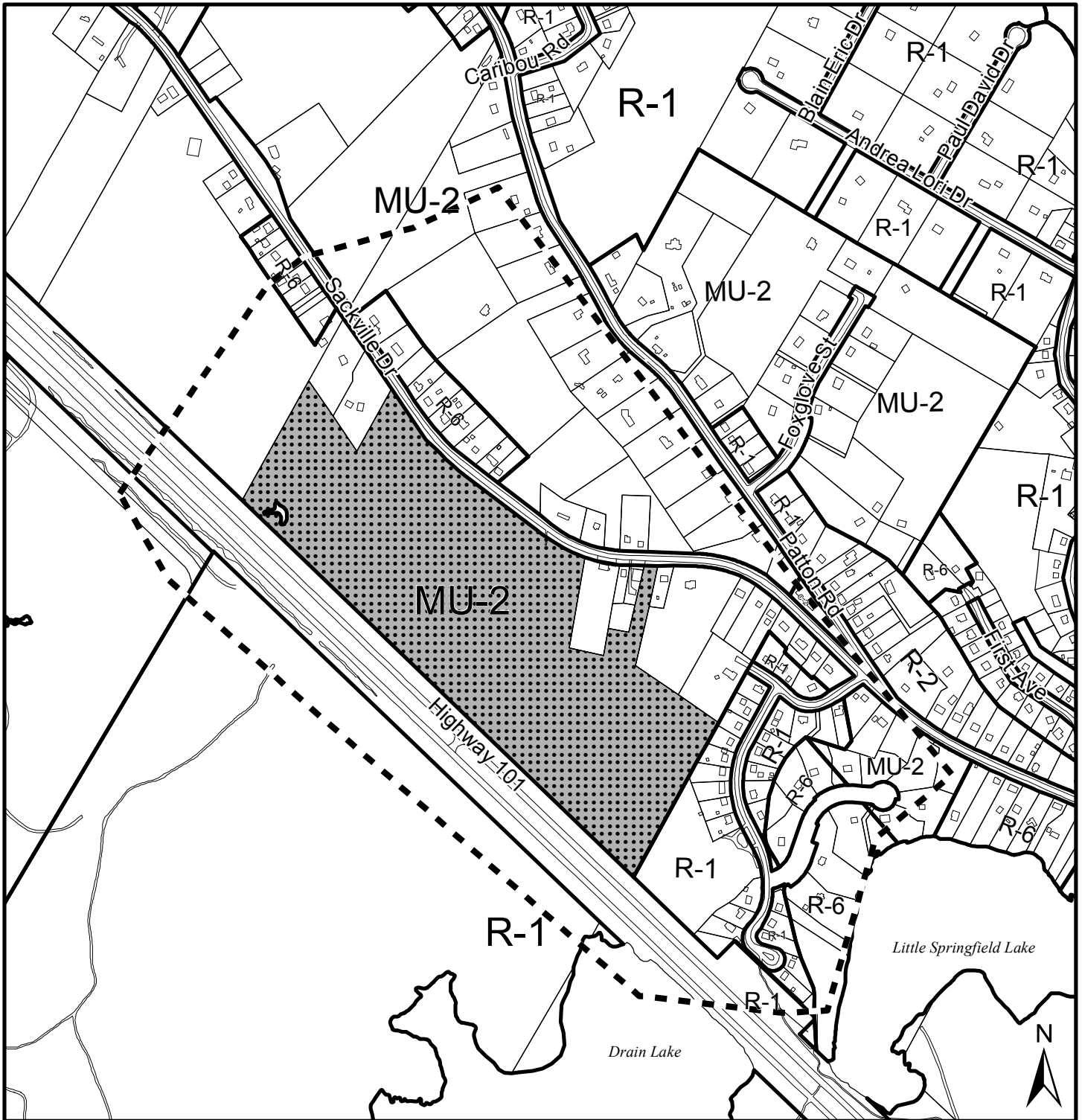
Designation

- R Residential
- RR Rural Resource
- S Springfield Lake
- MU-C Mixed Use C

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




Map 2 - Zoning and Notification

PID# 41164039 Sackville Drive
Upper Sackville

HALIFAX

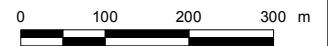
 Subject Property

 Area of notification

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

Zone

R-1 Single Unit Dwelling
R-6 Rural Residential
MU-2 Mixed Use 1
MR-1 Mixed Resource



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

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

Attachment A:
Proposed Development Agreement

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

BETWEEN:

[Insert Name of Corporation/Business LTD.]
a body corporate, in the Province of Nova Scotia
(hereinafter called the "Developer")

OF THE FIRST PART

- and -

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

OF THE SECOND PART

WHEREAS the Developer is the registered owner of certain lands located on the south side of Sackville Drive, Nova Scotia, and which said lands are more particularly described in Schedule A hereto attached (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 a fifty-six (56) dwellings units and other associated land uses on the Lands, pursuant to the provisions of the *Halifax Regional Municipality Charter* and pursuant to Policies S-15 and S-16 of the Regional Municipal Planning Strategy (2006);

AND WHEREAS the North West Community Council for the Municipality approved this request at a meeting held on **[Insert - Date]**, referenced as Municipal Case 19105;

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

1.3 Applicability of Other By-laws, Statutes and Regulations

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

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

1.4 Conflict

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

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

1.5 Costs, Expenses, Liabilities and Obligations

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

1.6 Provisions Severable

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

PART 2: 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, which is the cultivation, management, and study of individual trees, shrubs, vines, and other perennial woody plants. A Certified Arborist generally focuses on the health and safety of individual plants and trees, rather than managing forests;
- b. "Classic Open Space Design Development" means a residential development enabled under Policy S-16 of the Regional Municipal Planning Strategy (2006) which has a maximum development density of 1 dwelling unit per 4000 m² and where approximately 60% of the Lands are retained in ownership of an individual, land trust, condominium corporation, or the Municipality;
- c. "Common Open Space" means the portion of the Lands not designated as Developable Area, that shall not be used for any purpose other than for passive recreation, forestry, agriculture or conservation-related use except for a portion of which may be used as a village common, or community parks, for active recreation or the location of community facilities designed to service the development;
- 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 Home Sites;
- e. "Construction Constraint" means areas or features such as rock outcroppings, steep slopes or cultural artifacts that restrict construction activity or compel construction to avoid such an area;
- f. "Developable Area" means the portion of the Lands where development and site disturbance shall be located for common uses, such as but not limited to the Common Shared Driveway and for home site uses such as but not limited to Home Site Driveways, single unit dwellings, two unit dwellings, accessory buildings, lawns, and grading alterations, wells and on-site septic systems;
- g. "Developer" means the owner of the Lands who is responsible for development and infrastructure maintenance on the Lands as set out in this Agreement. The Condominium Corporation(s) or subsequent property owner(s) are considered as the Developer if and when they become the legal owner of the Lands;
- h. "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;
- i. "Forester" means a professional, full member in good standing with the Registered Professional Foresters Association of Nova Scotia. A Certified Forester focuses on the science, art, and profession of managing forests, including timber harvesting, ecological restoration and management of protected areas;

- j. "Home Site" means a specific area designated for an individual single unit dwelling, two-unit dwelling, accessory buildings and uses associated with an individual single unit dwelling, and two-unit dwelling;
- k. "Home Site Driveway" means a driveway providing access to a Home Site from the Common Shared Private Driveway;
- l. "Landscape Architect" means a professional, full member in good standing with the Canadian Society of Landscape Architects;
- m. "Model or Display Home" means a newly built and habitable dwelling on the Lands that showcases a living space and features of dwelling units available in the development;
- n. "Recreation Facility" means a clubhouse, owned, operated and maintained in whole by a private organization on a commercial basis or for members only, designed and equipped for the conduct of leisure time activities and other customary and usual recreational activities; and
- o. "Residential Cluster" means the grouping of a specific area designated for individual Home Sites, within the Developable Area, closer together in the form of a loop or cul-de-sac. (See definitions of "Home Sites" and "Developable Area").

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, generally, conforms to the following Schedules attached to this Agreement and filed in the Halifax Regional Municipality as Case 19105:

Schedule A	Legal Description of the Lands
Schedule B	Overall Concept Plan
Schedule C	Overall Phasing Plan
Schedule D	Concept Plan – Phase 1
Schedule E	Concept Plan – Phase 2
Schedule F	Overall Common Open Space Plan
Schedule G	Recreation Facilities
Schedule H	Common Shared Private Driveway 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-six (56) dwelling units, subject to the requirements of this Agreement;
- b. The permitted dwelling unit types shall be:
 - i. Single unit dwellings;
 - ii. Two unit dwellings (semi-detached or duplex);
 - iii. Each unit shall contain either two or three bedrooms;
 - iv. A maximum of 50% of units can be three-bedrooms; and

- c. Further to Section 3.2.1(b), a maximum of four (4) Model or Display Homes per phase shall be permitted, as part of the total number of dwellings in each phase;
- d. Accessory building and structure, as provided in Subsections 3.9.6 to 3.9.7;
- e. Home Business uses in conjunction with the permitted dwelling units, subject to the requirements of Section 8.3 of the Land Use By-law for Planning District 4, as amended from time to time, specifically excluding both day care facilities and bed and breakfast operations; and
- f. Recreation Facility as provided for a clubhouse in Subsection 3.9.7.

3.3 Common Open Space

- 3.3.1 The amount of Developable Area and Common Open Space shall be as generally shown on Schedule B.
- 3.3.2 A minimum of 60% of the Lands shall be retained as Common Open Space. The Common Open Space cannot be used for any purpose other than for recreation or conservation related uses or uses intended for common use including, but not limited to trails and common use buildings such as gazebos.

3.4 Subdivision & Consolidation of the Lands

- 3.4.1 Subdivision required for separate Condominium Corporation(s) shall be permitted on the Lands.

3.5 Phasing

- 3.5.1 Development of the Lands shall be completed in two (2) consecutive phases, as shown on Schedules C through G. Phase 1 shall consist of up to twenty-six (26) dwelling units. Phase 2 shall contain up to thirty (30) dwelling units subject to Section 3.7.
- 3.5.2 Notwithstanding Subsection 3.5.1, the Development Officer may approve changes in the location of Home Sites, and the types and number of units up to a maximum of 15% of the total number of units per phase, as shown on the applicable Schedules. Location of the units shall be on the portion of the Lands where soils are best suited for development while retaining the remainder of the Lands as Common Open Space. At no time shall the number of units on the Lands exceed 56 units.
- 3.5.3 At the completion of Phase 2, the Developer shall provide the Development Officer written confirmation that the development contains a total of 60% of the Lands that shall be retained as Common Open Space. If the 60% Common Open Space of the Lands cannot be achieved, the Developable Area in the last phase shall be reduced to achieve the 60% Common Open Space of the Lands.
- 3.5.4 Development Permits for site work for Phase 2 shall not be granted until development of the previous phase has been completed. Development of each phase will be considered complete when 50% of the total permitted number of dwelling units in the phase are built and have received Occupancy Permits.
- 3.5.5 Further to Section 3.5.4, site work required for the supplementary Hydrogeological Assessment for the second phase as required by Section 3.7 shall include a detailed monitoring program of

existing wells in the previous phase of the development (minimum of 6 wells in the previous phase, where the wells are spread out and located in different sections of the previous phase). The scope of this work must be adequate for a qualified Hydrogeologist to determine whether existing well use indicates that long term withdrawals of groundwater in the previous phase(s) will be sustainable. Indications of sustainability include, but are not limited to: reports of shortages or interruptions to the supply, changes in water quality or quantity over time, and well performance during dry and peak use periods. If the well survey indicates that sustainability of existing wells may be in question, the supplementary Hydrogeological Assessment for the second phase shall include a re-assessment of the sustainable yield for Phases 1 and 2 combined.

3.6 Requirements Prior to Permit Approvals for any Phase

- 3.6.1 Prior to the commencement of any site clearing or tree removal for the construction of the Common Shared Private Driveway and beyond, which is required to carry out these provisions, or construction on the Lands associated with any Phase, the Developer shall:
- a. Provide a detailed design of the Common Shared Private Driveway, in accordance with Section 3.10 of this Agreement and with the standards of the National Building Code.
 - b. Provide a detailed Site Disturbance Plan, in accordance with Section 5.1.1(a) of this Agreement.
- 3.6.2 Prior to the issuance of a Development Permit for a dwelling, or any site preparation beyond that required to carry out this Section for all dwellings within each Phase, the boundary of the adjacent Common Open Space within 30 meters (98.42 feet) of the proposed structure, shall be clearly delineated on-site by an 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(s) for the duration of the construction and may be removed after the issuance of an Occupancy Permit for the dwelling.
- 3.6.3 In addition to the requirements of the Municipality, an application for the first Development Permit for a dwelling in any phase shall also include:
- a. Nova Scotia Environment approval of the on-site sewage treatment systems in accordance with Section 3.15 of this Agreement;
 - b. Nova Scotia Environment approval of the on-site water distribution systems in accordance with Section 3.16 of this Agreement;
 - c. Construction of the necessary services, including but not limited to the Common Shared Private Driveway, on-site sewage treatment system and on-site water distribution system, pursuant to Sections 3.10, 3.15 and 3.16 of this Agreement; and
 - d. Site plans prepared and endorsed by a Professional Engineer that show the following:
 - i. Dwelling footprints, the location of all other structures, including setbacks from adjacent property lines, the Common Shared Private Driveways, all surrounding structures and Common Open Space;

- ii. The Common Shared Private Driveway that shall be designed by a Professional Engineer in accordance with Section 3.2.5.6 of the National Building Code for access route design and Section 3.10 of this Agreement;
 - iii. The location of the Common Open Space delineation pursuant to Section 3.6.2 of this Agreement;
 - iv. The location and size of the wells and wastewater systems, including wastewater system types;
 - v. the proposed location and size of all paved areas; and
 - vi. any watercourse setbacks and buffers.
- 3.6.4 Section 3.6.3 notwithstanding, Development Permits may be issued for the dwellings and model or display homes per Phase prior to the Common Shared Private Driveway being constructed provided that the Developer has submitted site plans in accordance with 3.6.3 (d) (ii) above. Prior to the occupancy of any dwelling, the shared private driveway accessing the home site must be complete.
- 3.6.5 At the time of the issuance of the first Occupancy Permit within any phase, the Developer shall provide the necessary inspections and acceptance of work completed to the Development Officer, including but not limited to:
 - a. A Certificate of Construction Compliance from a Professional Engineer for the Common Shared Private Driveways in accordance with Section 3.10 and as per Schedule H;
 - I. Notwithstanding the above the Development Officer shall accept Certification from a Professional Engineer that the Common Shared Private Driveway is completed in accordance with Clause 3.6.4 and as per Schedule H from the last completed dwelling unit or model or display home in a contiguous connection to the public road access provided that a vehicle turnaround area for fire department use is provided.
 - b. Certification from a qualified professional that the on-site sewage treatment systems comply with Section 3.15 of this Agreement;
 - c. Certification from a qualified professional that the on-site water distribution system complies with Section 3.16 of this Agreement;
 - d. 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
 - e. 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.
- 3.6.6 Notwithstanding any other provision of the Agreement, the Developer shall not occupy a dwelling or use the Lands for any uses permitted by this Agreement unless an Occupancy Permit has been issued by the Municipality. No Occupancy Permit shall be issued by the Municipality unless and until the Developer has complied with all applicable provisions of this Agreement, the Land Use By-law and the Subdivision By-law (except to the extent that the provisions of the Land Use By-law and Subdivision 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

3.7 Requirements Prior to Permit Approvals for Phase 2

- 3.7.1 In addition to the phasing requirements of Section 3.6, prior to the commencement of any site clearing or tree removal beyond that which is required to carry out these provisions or construction on the Lands associated with Phase 2, except for what is necessary for the supplementary Hydrogeological Assessment as required in this section, the Developer shall:
- a. Provide a supplementary Hydrogeological Assessment that determines water quality and quantity levels for the phase. Such testing and analysis shall respect the requirements of Section 3.5.5 and meet the *HRM Guidelines for Groundwater Assessment and Reporting* (2006), as amended from time to time. If analysis identifies insufficient quantity or quality in the local aquifer for the remaining dwellings, the number of permitted dwellings shall be reduced to a point where there is adequate groundwater. In order to carry out the Supplementary Hydrogeological Assessment, the Developer is permitted to clear only one pathway per Phase, which shall not exceed 3 meters (9.84 feet); and
 - b. The supplementary hydrological assessment shall also consider if there is sufficient capacity to service the common community accessory building, or clubhouse, in Phase 2.

3.8 Home Site Driveways

- 3.8.1 Each Home Site shall include a Home Site Driveway with a maximum width of 6.1 meters (20 feet), not inclusive of parking areas.
- 3.8.2 Each dwelling shall include at least one parking space at least 2.74 meters (9 feet) wide and 6.1 meters (20 feet) long and said parking space may be included within the Home Site Driveway serving the unit.
- 3.8.3 Home Sites may share a Home Site Driveway with a maximum width of 6.1 metres (20 feet), not inclusive of parking areas, provided that the units are limited to:
- a. Up to 2 Residential Clusters of 4-single unit dwellings; and
 - b. Up to 2 Residential Clusters of 2-two unit dwellings (semi-detached or duplex).
- 3.8.4 Paved parking areas for each individual Home Site for each unit shall not exceed 50.17 square metres (540 square feet), not inclusive of the Home Site Driveway.

3.9 Siting and Architectural Requirements - All Phases

- 3.9.1 Notwithstanding Section 4.4 of the Land Use By-law for Beaver Bank, Hammonds Plains and Upper Sackville, as amended from time to time, more than one dwelling is permitted on the Lands in accordance with this Agreement.
- 3.9.2 Notwithstanding Section 4.21 of the Land Use By-law for Beaver Bank, Hammonds Plains and Upper Sackville, window bays and solar collectors, and exterior enclosed staircases, balconies, porches, and verandas shall not encroach into a required setback but shall be permitted to encroach within separation distances pursuant to Section 3.9 of this Agreement.

- 3.9.3 Nothing in this Agreement shall exempt the Lands from the requirements of Section 4.18 of the Land Use By-law for Beaver Bank, Hammonds Plains and Upper Sackville concerning watercourse setbacks and buffers as amended from time to time.
- 3.9.4 Further to Section 3.9.3, no building or structure shall be located within the watercourse setback or buffer described in Section 4.19 of the Land Use By-law for Beaver Bank, Hammonds Plains and Upper Sackville as amended from time to time.

Dwelling Units:

- 3.9.5 Dwelling units shall be located within the limits of the Developable Area as generally illustrated on Schedules C through G and subject to the Land Use By-law and the following requirements:
- a. No portion of a dwelling shall be located less than 6.1 meters (20 feet) from a street line;
 - b. No portion of a dwelling shall be located less than 6.1 meters (20 feet) from a Common Shared Private Driveway;
 - c. No portion of a dwelling shall be located less than 3.05 meters (10 feet) from the boundary of the Lands or the Common Open Space;
 - d. No portion of a dwelling, other than internal dividing walls of two unit dwellings shall be located less than 4.8 metres (16 feet) from any other dwelling on the Lands;
 - e. The maximum Footprint of a single unit dwelling, or each unit of a two unit dwelling shall not exceed 167.23 square metres (1,800 square feet), excluding any area for an attached garage, which shall not exceed 55.74 square metres (600 square feet); and
 - f. The maximum height of a single unit dwelling, or two-unit dwelling shall not exceed a height of 10.67 meters (35 feet). Height shall be measured as per the Beaver Bank, Hammonds Plains and Upper Sackville Land Use By-law.

Accessory Buildings and Structures:

- 3.9.6 Within the Developable Area, each single unit dwelling or two unit dwelling is permitted one accessory building or structure, subject to the following requirements:
- a. No portion of the building or structure shall be located less than 6.1 meters (20 feet) from a Common Shared Private Driveway;
 - b. No portion of the building or structure shall be located less than 6.1 meters (20 feet) from any dwelling, other than the associated buildings or structures, on the Lands;
 - c. The maximum Footprint of an accessory building or structure shall not exceed 55.74 square metres (600 square feet);
 - d. Notwithstanding Section 3.9.6 (c) the clubhouse shall be permitted a maximum footprint of 92.9 square metres (1000 square feet); and
 - e. The maximum height of the building or structure shall not exceed 6.1 meters (20 feet). Height shall be measured as per the Beaver Bank, Hammonds Plains and Upper Sackville Land Use By-law.

3.9.7 Accessory buildings for club house use and those associated with groundwater and wastewater treatment and management in all phases shall be limited to six (6) buildings, subject to the following requirements:

- a. The Footprint of each building shall not exceed 92.9 square meters (1000 square feet);
- b. No portion of the building or structure shall be located less than 6.1 meters (20 feet) from a Common Shared Private Driveway;
- c. No portion of the building or structure shall be located less than 3.05 meters (10 feet) from the boundary of the Lands;
- d. No portion of the building or structure shall be located less than 12.19 meters (40 feet) from any dwelling on the Lands;
- e. The maximum height of the building or structure shall not exceed 6.1 meters (20 feet). Height shall be measured as per the Beaver Bank, Hammonds Plains and Upper Sackville Land Use Bylaw;
- f. A minimum of two parking spaces shall be provided for the clubhouse including one barrier free parking space. A minimum of 5 bicycle parking spaces shall be provided; and
- g. The building or structure shall not be serviced with groundwater, unless a supplementary Level II Hydrogeological Assessment 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.

3.9.8 Home Business uses are subject to the following provisions:

- a. Any dwelling and accessory building which is used for such purposes shall be the principal residence of the operator of the business;
- b. No more than twenty-five (25) per cent of the gross floor area of any dwelling shall be devoted to any business use;
- c. No open storage or outdoor display shall be permitted; and
- d. No more than one (1) sign shall be permitted for any business and no such sign shall exceed four (4) square feet (0.4 m²) in area.

3.10 **Common Shared Private Driveway, Access and Parking Requirements**

3.10.1 Access to the Home Sites shall be via a Home Site Driveway off a Common Shared Private Driveway, as generally shown on the attached Schedules. Common Shared Private Driveway names are subject to the requirements of the *Civic Addressing By-law*.

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

3.10.3 All Common Shared Private Driveways shall be designed by a Professional Engineer as per Subsection 3.6.1 of this Agreement. The Common Shared Private Driveways shall comply with requirements set out in Schedule H of this Agreement.

3.10.4 A vehicle turnaround area for Fire Services use shall be provided for each Phase and may be removed after the completion of any Common Shared Private Driveway in that Phase or the subsequent Phase, as necessary.

3.11 Landscaping

3.11.1 All plant material shall conform to the *Canadian Nursery Trades Association Metric Guide Specifications and Standards*, as amended from time to time.

3.11.2 All disturbed areas shall be re-graded and stabilized with suitable materials as per the direction of the Development Officer.

3.11.3 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 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.

3.11.4 Further to Subsection 3.11.3 of this Agreement, the Developer may remove trees from the Common Open Space for passive recreation trail development. Any removal of trees with a caliper greater than 6 inches (15 cm) must be approved in writing by the Development Officer and the Developer must provide evidence that a Certified Arborist, Forester or Landscape Architect has been engaged.

3.11.5 If trees are removed or tree habitat is damaged beyond repair in the Common Open Space, the Developer or subsequent property owner, as the case may be, shall replace each tree removed or damaged as directed by the Development Officer, in consultation with the appropriate HRM Business Units. This section applies to trees removed without permission, as well as trees removed with permission as outlined in Subsection 3.11.5 of this Agreement.

3.11.6 Notwithstanding Subsections 3.6.5 and 3.7.5 of this Agreement, where the weather and time of year does not allow the completion of the outstanding landscape works at the time of issuance of the Occupancy Permit, the Developer may supply the Municipality with a security deposit in the amount of 110 percent of the estimated cost to complete the landscaping. The cost estimate is to be prepared by a member in good standing of the Canadian Society of Landscape Architects. The security shall be in favour of the Municipality and shall be in the form of a certified cheque or automatically renewing, irrevocable letter of credit issued by a chartered bank. The security shall be returned to the Developer only upon completion of the work as described herein and illustrated on the Schedules, and as approved by the Development Officer. Should the Developer not complete the landscaping within twelve months of issuance of the Occupancy Permit, the Municipality may use the deposit to complete the landscaping as set out in this section of the Agreement. The Developer shall be responsible for all costs in this regard exceeding the deposit. The security deposit or unused portion of the security deposit shall be returned to the Developer upon completion of the work and its certification.

3.11.7 The Developer shall provide community space and trails as shown on Schedule G.

3.11.8 All elements identified in Subsection 3.11.8 are private, which to be built and maintained by the Developer. The Regional Subdivision By-law's definition of HRM Parkland Quality and Land Criteria does not apply.

3.12 Signage

- 3.12.1 Signs shall be limited to those permitted under the Land Use By-law for Beaver Bank, Hammonds Plains and Upper Sackville, as amended from time to time.
- 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 Sackville Drive (Trunk 1). 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 height of the sign shall not exceed 4.6 meters (15 feet) inclusive of support structures;
 - c. The face area of the sign shall not exceed 4.7 square meters (50 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;
 - f. Illumination of the sign shall include only down-pointing, full cut-off fixtures; and
 - g. Ornamental plants shall be planted and maintained by the Developer around the base of the sign.
- 3.12.3 Signage for the Common Shared Private Driveway signs shall be permitted in accordance with Section 3.11.2 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 along the Common Shared Private Driveway, 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 Treatment Systems

- 3.15.1 The Lands shall be serviced through privately owned and operated on-site sewage treatment 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 on-site private sewage system. A Development Permit for permitted dwellings 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 water and sewage treatment systems.
- 3.15.2 The Developer agrees that the on-site sewage treatment plants shall provide appropriate disinfection and tertiary treatment before the treated effluent is dispersed on-site in accordance with approvals by Nova Scotia Environment.
- 3.15.3 The Developer shall provide written correspondence from a qualified professional that the on-site sewage treatment systems comply with this Section, at the time of issuance of an Occupancy Permit for any dwelling.

3.16 On-Site Water Distribution System

- 3.16.1 The Lands shall be serviced through privately owned and operated on-site water distribution systems. The Developer agrees to follow the recommendations of the Hydrogeological Analysis prepared for each Phase and those that require Supplemental Hydrogeological Analyses. 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 The Developer agrees that each dwelling unit shall be equipped, where necessary, with the water treatment facilities to the specifications of Nova Scotia Environment.
- 3.16.3 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 responsible for all maintenance and repairs, in perpetuity.
- 3.16.4 The Developer shall be responsible for providing educational materials 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.
- 3.16.5 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 Maintenance

- 3.17.1 The Developer shall maintain and keep in good repair all common portions of the Lands, including but not limited to, the exterior of all buildings, structures, fencing, walkways, recreational amenities, Home Site Driveways, Common Shared Private Driveways and parking areas, and the maintenance of all landscaping including the replacement of damaged or dead plant stock or trimming, and litter control, and snow and ice control.
- 3.17.2 The Municipality shall not be responsible for any aspects of maintenance of the Common Shared Private Driveways and the Home Site Driveways, and these private driveways shall not be taken over by the Municipality.

PART 4: STREETS AND MUNICIPAL SERVICES

4.1 Off-Site Disturbance

- 4.1.1 Any disturbance to existing off-site infrastructure resulting from the development, including but not limited to, streets, sidewalks, curbs and gutters, street trees, landscaped areas and utilities, shall be the responsibility of the Developer, and shall be reinstated, removed, replaced or relocated by the Developer as directed by the Development Officer, in consultation with the regulating 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 provide the Development Officer and the Development Engineer:

- a. A detailed Site Disturbance Plan for each Phase, prepared by a Professional Engineer indicating the sequence and phasing of construction and the areas to be disturbed or undisturbed;
- b. A detailed Erosion and Sedimentation Control Plan for each Phase 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;
- c. A detailed Site Grading and Stormwater Management Plan for the Lands (including all Phases) 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; and
- d. Further to 5.1.1 (c), the Site Grading and Storm Management Plan shall be reviewed and approved by NSTIR prior to the commencement of Phase 1. The Plan shall consider the full build-out (all phases) of the development, identify pre- and post-development drainage areas and storm flows for 10- and 100- year storms, consider all downstream NSTIR drainage infrastructure and demonstrate with sufficient detail that post-development storm flows balance existing, otherwise provide hydraulic analysis to demonstrate the existing system can accommodate increased storm flows without adverse effects.

PART 6: AMENDMENTS

6.1 Non-Substantive Amendments

- 6.1.1 The following items are considered by both parties to be not substantive and may be amended by resolution of Council:
 - a. Changes to the Phasing Plan, as shown on Schedules C through G, and increasing the number of units per phase to a maximum of 20%, provided that the changes are supported by the Level II Hydrogeological Assessment, and that the total number of units does not exceed 56 units;
 - b. A change to the percentage of Developable Area to Common Open Space per phase up to a maximum of 20%, provided that the changes are supported by the Level II Hydrogeological Assessment, and that the total number of units does not exceed 56 units;
 - c. Variances to setbacks and separation distance between main dwelling and accessory building or main dwelling and Common Shared Private Driveway or accessory building and Common Shared Private Driveway;

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

6.2 Substantive Amendments

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. For the purpose of this section, commencement of development shall mean Subdivision Design Approval for Phase 1.

7.3.2 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, 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 **ten (10) 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

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

SIGNED, SEALED AND DELIVERED in the presence of:

(Insert Registered Owner Name)

Witness

Per: _____

HALIFAX REGIONAL MUNICIPALITY

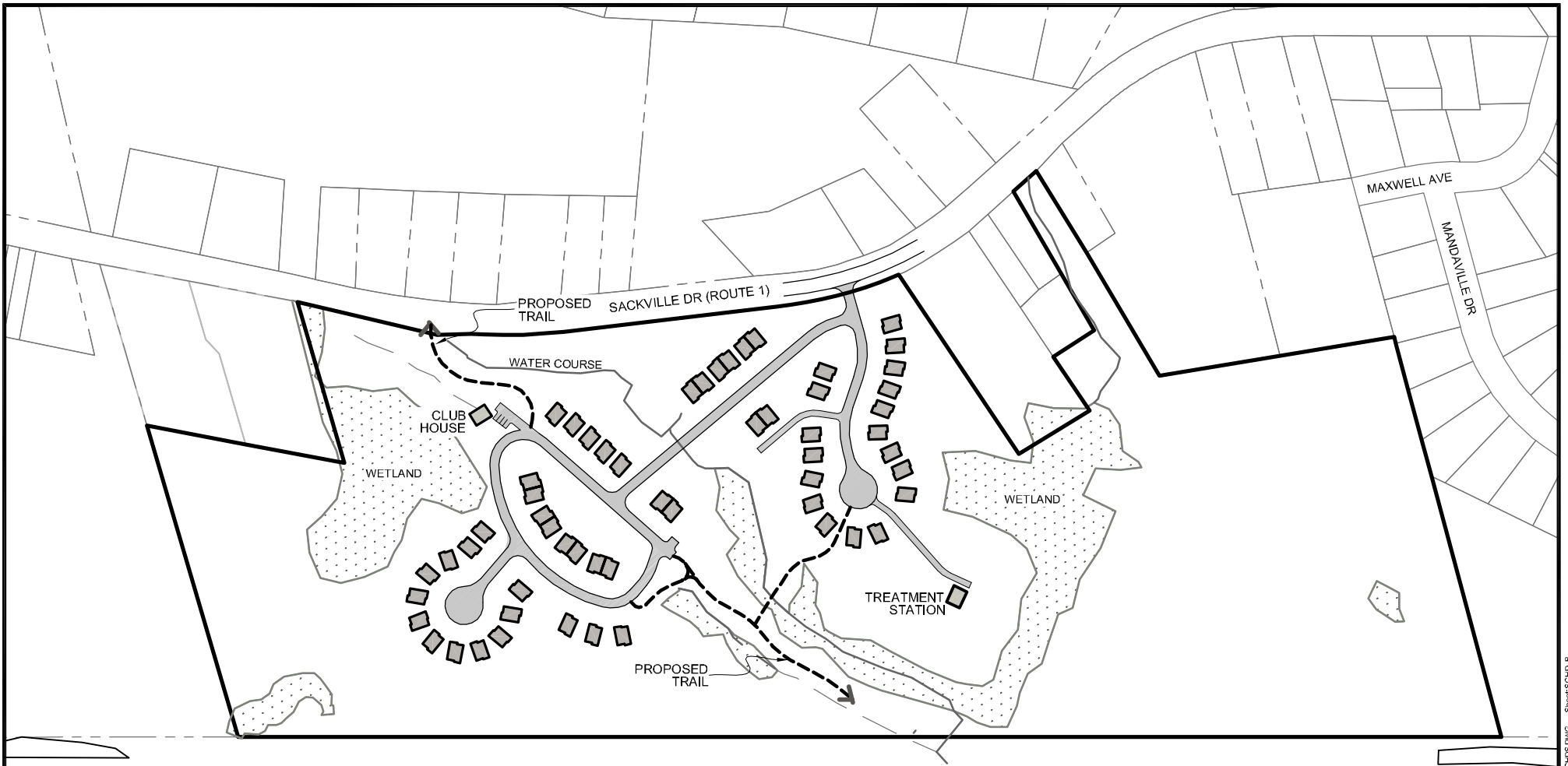
SIGNED, DELIVERED AND ATTESTED to by the proper signing officers of Halifax Regional Municipality, duly authorized in that behalf, in the presence of:

Witness




Per: _____
MAYOR

Witness

Per: _____
MUNICIPAL CLERK

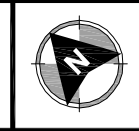
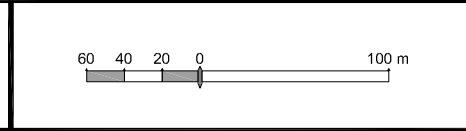


LEGEND:

-  Semi-Detached
-  Single Unit Homes
-  Proposed Trail

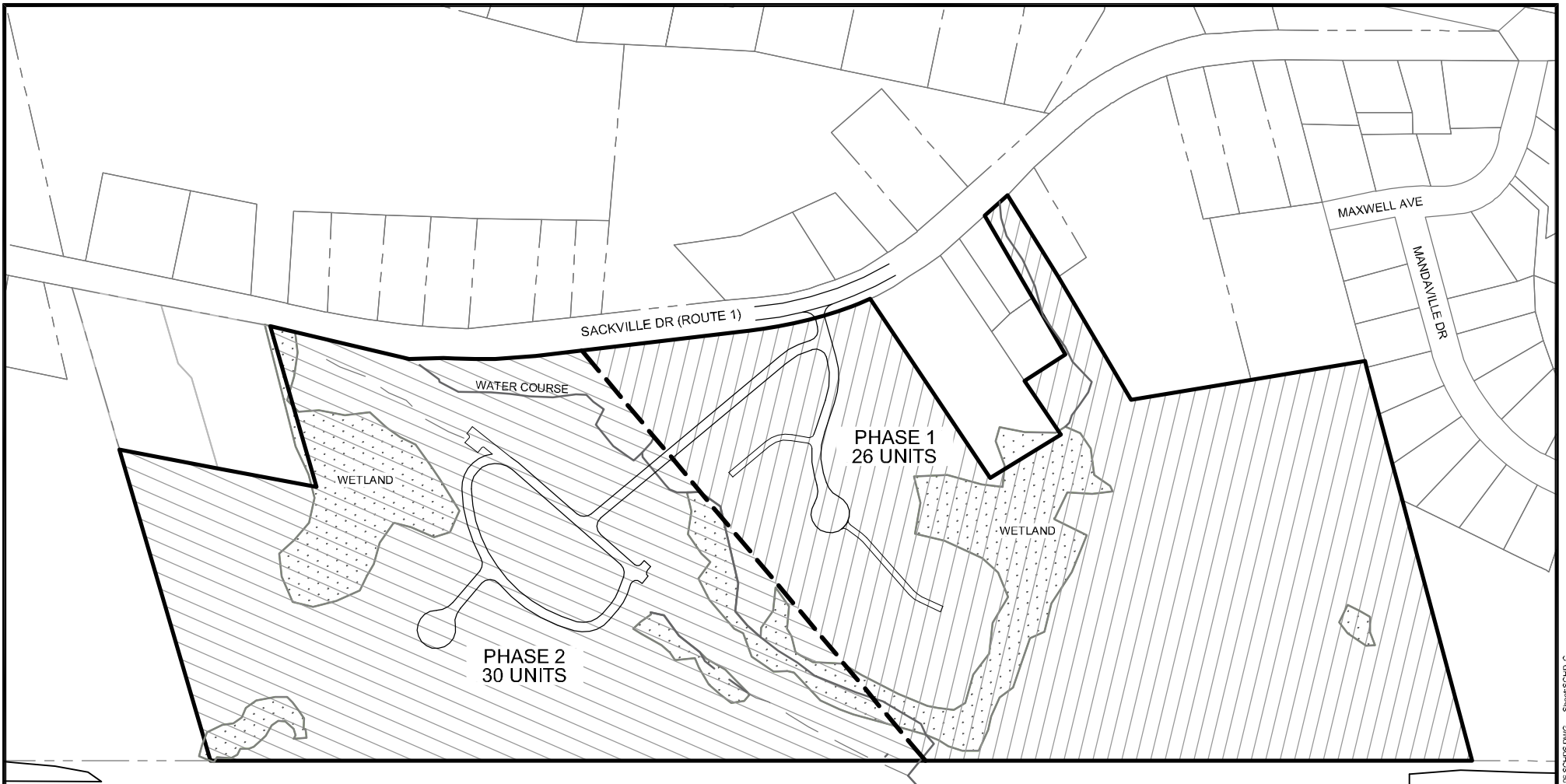


SCHEDULE B: OVERALL CONCEPT PLAN
 Upper Sackville, Nova Scotia



SCALE:
 1:4,000
 DATE:
 30-MAR-2015

FILE: K:\DARTM\OU\H\2015\151-15817_SHIRESTONE DEV\11_DWG\111_CONCEPT_PLAN\151-15817-106SCH-05.DWG SheetsSCH-05_B



SACKVILLE DR (ROUTE 1)

MAXWELL AVE

MANDAVILLE DR

WATER COURSE

PHASE 1
26 UNITS


WETLAND


WETLAND

PHASE 2
30 UNITS

HIGHWAY 101

LEGEND:

 Phase 1

 Phase 2

Total Site Area: 56 Ac (22.6 ha)

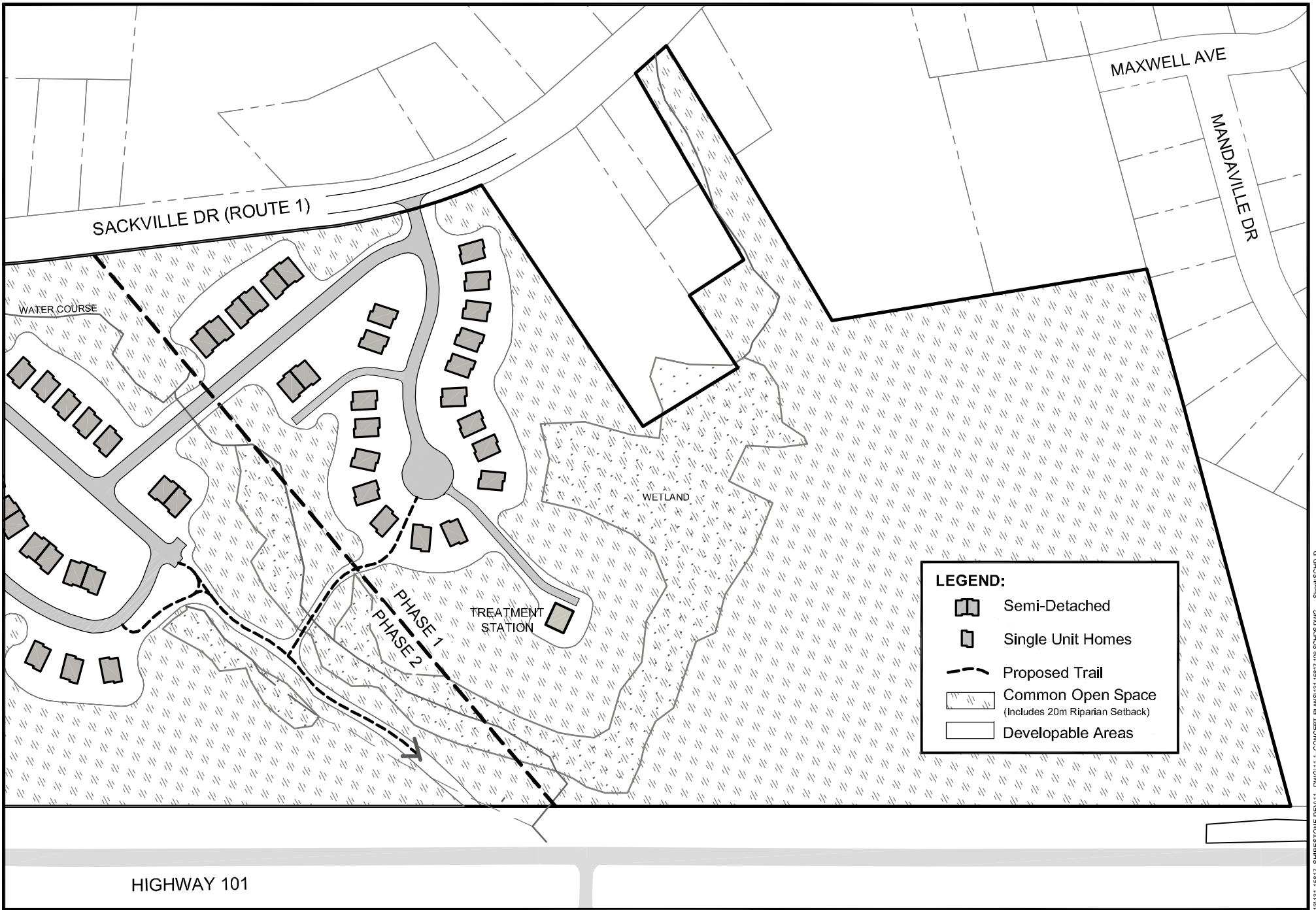


SCHEDULE C: OVERALL PHASING PLAN
Upper Sackville, Nova Scotia








SCALE:
1:4,000

DATE:
30-MAR-2015



HIGHWAY 101

LEGEND:

-  Semi-Detached
-  Single Unit Homes
-  Proposed Trail
-  Common Open Space
(Includes 20m Riparian Setback)
-  Developable Areas








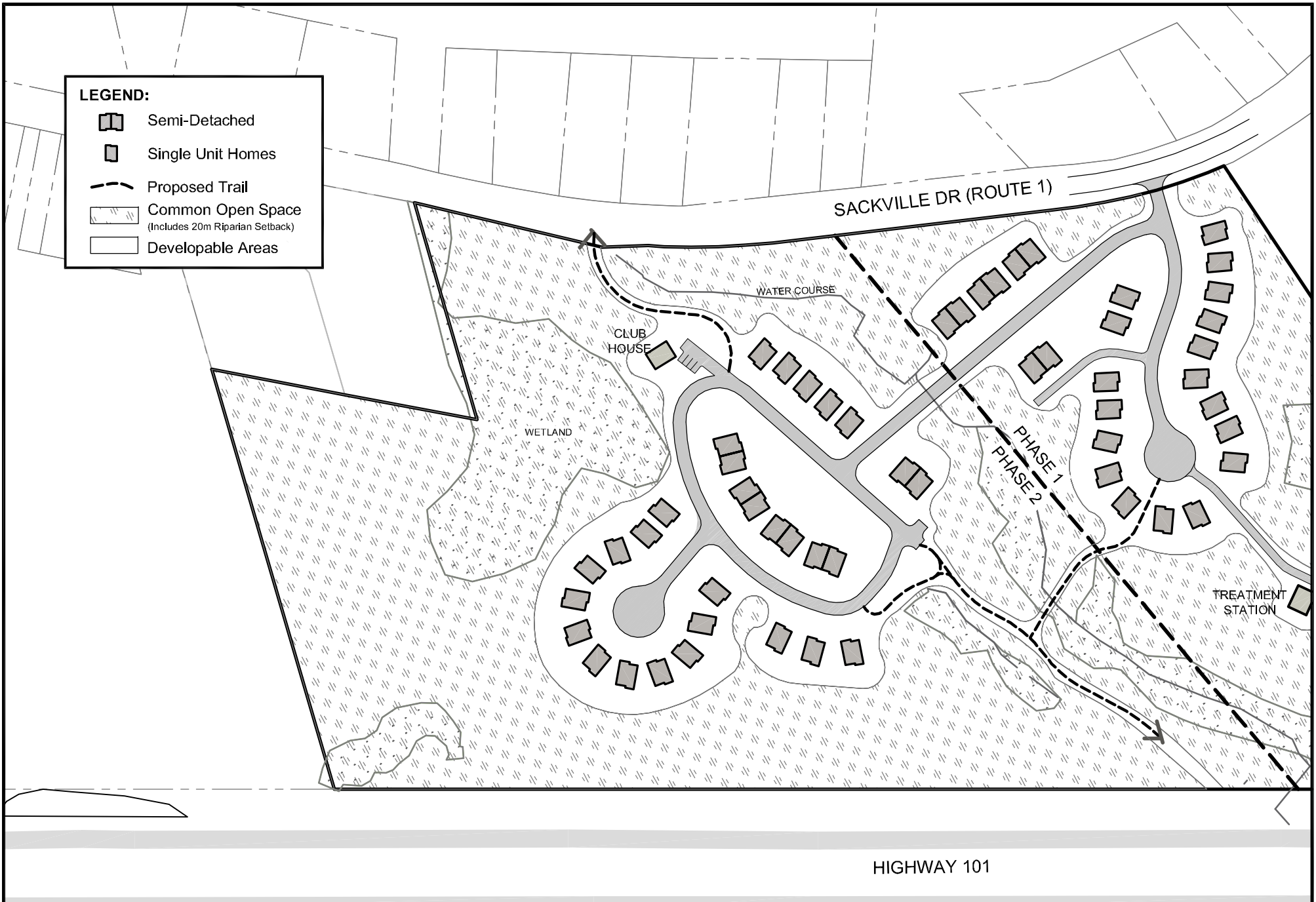
SCHEDULE D: CONCEPT PLAN PHASE 1
Upper Sackville, Nova Scotia



SCALE:
1:2,500
DATE:
30-MAR-2015

LEGEND:

-  Semi-Detached
-  Single Unit Homes
-  Proposed Trail
-  Common Open Space
(Includes 20m Riparian Setback)
-  Developable Areas



HIGHWAY 101



SCHEDULE E: CONCEPT PLAN PHASE 2
Upper Sackville, Nova Scotia



SCALE:
1:2,500
DATE:
30-MAR-2015

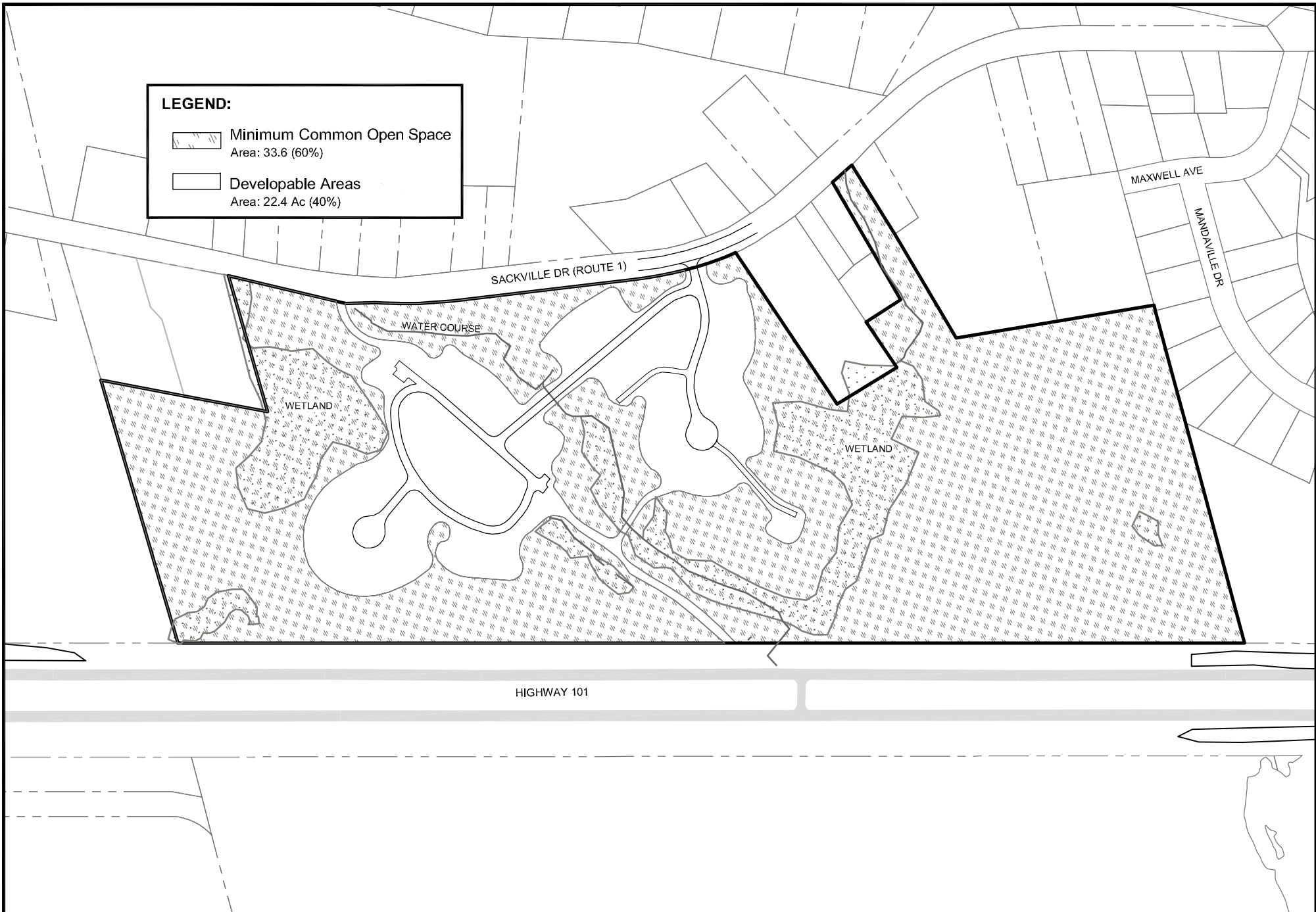
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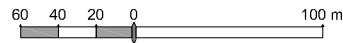
Minimum Common Open Space
Area: 33.6 (60%)



Developable Areas
Area: 22.4 Ac (40%)



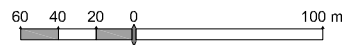
**SCHEDULE F: OVERALL
COMMON OPEN SPACE**
Upper Sackville, Nova Scotia



SCALE:
1:4,000
DATE:
30-MAR-2015



SCHEDULE G: RECREATION FACILITIES
Upper Sackville, Nova Scotia



SCALE:
1:4,000
DATE:
30-MAR-2015

Schedule H: Common Shared Private Driveway Design Standards

Common Shared Private Driveways to be developed as part of the Open Space Design Development Agreement for Meadowridge shall meet the following design standards.

1. All Common Shared Private Driveways shall have a minimum clear width of 9 metres (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 of 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

HALIFAX REGIONAL MUNICIPALITY
PUBLIC INFORMATION MEETING
CASE # 19105

7:00 p.m.
Monday, November 3, 2014

Sackville Heights Community Centre, Gym45 Connolly Rd, Lower Sackville, NS

IN ATTENDANCE:

- Darrell Joudrey, Planner, HRM Planning Services
- Holly Kent, Planning Technician, HRM Planning Services
- Tara Couvrette, Planning Controller, HRM Planning Services
- Brad Johns, Councillor for Middle/Upper Sackville - Beaver Bank – Lucasville
- Steve Craig, Councillor for Lower Sackville / North West Public Advisory Committee member
- Jeffry Haggett, From WSP
- Sean, Environmental Engineer from WSP
- Kurt Repchull, Developer
- Brian Murray, North West Public Advisory Committee member
- Kevin Copley, North West Public Advisory Committee member
- Ross Evans, North West Public Advisory Committee member

PUBLIC IN ATTENDANCE: Approximately 10

The meeting commenced at approximately 7:02 p.m.

1. Commencing of meeting

Darrell Joudrey started the meeting at 7:04 p.m.

2. Presentation

2.1 Case 19105: Application by WSP, for lands at Sackville Drive known as Meadow Ridge, to enter into Stage 2 of a classic open space design development.

Darrell Joudrey, Planner, introduced himself. He provided a brief introduction to the case.

Mr. Joudrey made a presentation to the public outlining the purpose of the meeting, status of the application and the development proposal. Mr. Joudrey outlined the context of the subject lands, and relevant planning policies.

Jeffry Haggett – Did a brief overview of what WSP Group was and then requested that the Developer Kurt Repchull explain his vision for this development.

Kurt Repchull – The developer went over his reasoning behind why he wanted to do this type of development and what Meadow Ridge Estates vision is.

Jeffry Haggett then went over the design concept, the basic parameters of what they were looking at for Meadow Ridge Estates and there technical analysis.

Darrell Joudrey explained to the members of the public the process and ground rules for the meeting and opened the floor up to comments.

Councillor Johns requested that the public follow the development agreement through the process and to come out to the public hearing to make sure that what was presented here tonight is what is passed at the public hearing.

Councillor Craig gave insight into the process and what the next steps are in the process. He also expressed the need for this type of development in this area.

3. Questions/Comments

Councillor Johns asked when the old road to the highway would be opened up.

Richard and Krista Kern; 2268 Sackville Drive wanted to know if there would only be one entrance exit coming in and out of the development. He also wanted to know what the yellow areas on the map were

In response Jeffry Haggett stated, for 56 units there would be one entrance/exit that is redesigned to connect to the roadway at a 90 degree angle. He explained yellow area near the bottom was the where the sewage disposal system / pump station. The yellow area at the top of the map is the proposed community space.

Richard Kern stated that there are several off road vehicle area's that run up the side of highway (101) which is the back side of the development that borders the highway. He feels the development would destroy people's ability to access the trails

In response Jeffry Haggett explained how the trails were connected.

In response Kurt Repchull clarified that what he was asking about was they unofficial trail along the highway that people have used to get to other trails. He stated that their design is actually set back 100 meters from that and that they wouldn't be touching that at all.

In response Jeffry Haggett stated that they have set back the development twice the distance that is recommended from transportation department.

Kurt Repchull –asked about lighting.

In response Jeffry Haggett stated that there will be road lights. They will be directed to make sure there is no light pollution.

In response Darrell Joudrey explained there are some things that are out of HRM's controls like sewage. He also went on to explain some things that were in our control due to the development agreement.

4. Closing comments

Darrell Joudrey thanked everyone for attending the meeting.

5. Adjournment

The meeting adjourned at approximately 7:50 p.m.

Attachment C
Excerpts from the Regional Municipal Planning Strategy

Policy S-15:

<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>	
Policy Criteria	Comment
<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>The Level I and Level II groundwater assessments have been prepared and reviewed. The proposed development agreement (Attachment A) requires the groundwater assessment to continue in the form of individual monitoring for Phase 1 and monitoring of an existing drilled test well in Phase 2 bounds as development progresses. The test wells revealed acceptable long term yields to service the area of the development tested but there are issues with the overall development site. If the future assessments from Phase 1 well monitoring and the required Supplemental Hydrogeological Study before Phase 2 begins identify insufficient quantity in the local aquifer for the remaining unapproved dwellings the proposed development agreement requires the permitted number of dwellings to be reduced to a point where there is adequate groundwater to service them.</p>
<p><i>(b) that there is sufficient traffic capacity to service the development;</i></p>	<p>The Traffic Impact Study submitted in support of the application concludes that the number of site generated trips are low as are Sackville Drive volumes and the site generated trips are not expected to have any significant impact to the performance of Sackville Drive. Staff concurs with this summation and has accepted the study. Nova Scotia Transportation and Infrastructure Renewal (NSTIR) accepted the final Traffic Impact Study prepared for the 56 unit residential development. TIR noted the use of a deeper than required setback and that non-motorized trails only are permitted in the provincial Highway right-of-way under the maintenance and of a municipal unit.</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 DA allows for a mix of residential types: single unit dwellings and two unit dwellings with a mix of two and three bedroom schemes. Only 50 percent of the dwelling units may be permitted 3 bedrooms. Home based businesses are permitted as per the LUB but day cares and bed & breakfasts are not permitted due to the consideration that the groundwater assessment was prepared for single and semi unit dwelling use and not other more water intensive uses.</p>

Policy Criteria	Comment
<i>(d) whether soil conditions and other relevant criteria to support on-site sewage disposal systems can be met;</i>	The developer is proposing three options for on-site wastewater treatment facilities. Based on information presented to date, the soil conditions will support the proposed system types and the flexibility of choosing from three systems will adequately address policy concerns of the soil having the capacity to handle the wastes generated. The proposed options are compact, modular and capable of expansion and can provide disinfection and tertiary level treatment of the effluent before dispersal in accordance with all NSE regulations.
<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 cluster type of residential development minimizes extent of public road development through use of approximately 650 metres of common shared private driveways to accommodate a potential 56 dwelling units. If the total number of units (56) were located along a public road as in a traditional subdivision pattern with 60 to 80 feet frontages a significantly longer public road network would be required therefore staff find the cluster development pattern minimizes the extent of road development.
<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>	This policy provision applies to the Hybrid form of Open Space Design and not the Classic form.
<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>	This policy provision applies to the Hybrid form of Open Space Design and not the Classic form.
<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>	The development is designed such that the 60% of the lands are required to be retained as common open space under Policy S-16 (see below). There is one community centre and proposed Connectivity to open space on adjacent parcels is provided as the developable area is within the center of the site and open spaces are provided along sites boundaries.
<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>	The potential for connectivity was taken into account when designing the development which resulted in a good internal connectivity pattern of private trails that did not jeopardize safety standards.
<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>	Map 3 of the Regional MPS identifies no proposed trail in the vicinity of the proposed development. It is the opinion of staff that external trails and natural networks are not present on the lands to be delineated, connected or preserved.

Policy Criteria	Comments
<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>	Parks and Natural Corridors shown on Map 4 of the Regional MPS lie considerable distant from the site and are not delineated on the site. See above.
<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>	It is the opinion of staff the proposed dwellings and common shared private driveways are located to minimize impact upon primary conservation areas and for the greater part the driveways use abandoned existing road beds. The compact form of residential development (within 40% developable area and without large public road frontages along the public road) as opposed to typical subdivisions significantly reduces impact to conservation areas.
<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>	Staff is of the opinion the developer has taken the listed features into account when designing the development however, very few of these secondary conservation features are present on the site.
<i>(n) that the roads are designed to appropriate standards as per Policy T-2;</i>	The proposed development agreement requires the common shared private driveway to be built to a standard included as a schedule (Schedule H) to the DA.
<i>(o) views of the open space elements are maximized throughout the development;</i>	Views of the open space design were taken into account when designing the development.
<i>(p) opportunities to orient development to maximize the capture of solar energy;</i>	The developer has designed the development such that a majority of dwellings will be oriented to the southern or solar aspect. The common shared driveways and home site driveways present opportunities to capture solar energy.
<i>(q) the proposed residential dwellings are a minimum of 800 metres away from any permanent extractive facility;</i>	Yes as there is no extractive facility in this area.
<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>	It is the opinion of staff the proposed development will not impact any natural resource use. The conservation lands behave as a protective buffer to adjacent land uses.
<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>	The impact on local schools is addressed in Policy IM-15.

Policy S-16

S-16 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 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:

Policy Criteria	Comment
<i>(a) the criteria specified in Policy S-15, with the exception of items (f) and (g); and</i>	The Policy S-15 criteria are responded to in Table A, above.
<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>	The common open space requirement that 60% or more of the site be retained in single ownership of an individual, land trust or condo corporation or HRM has been fulfilled. One community centre and proposed trails are permitted within the developable area by the proposed development agreement.

Policy IM-15:

IM-15 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:

Policy Criteria	Comment
<i>(a) that the proposal is not premature or inappropriate by reason of:</i>	
<i>(i) the financial capability of HRM to absorb any costs relating to the development;</i>	There is no cost to HRM in regards to this proposed development.
<i>(ii) the adequacy of municipal wastewater facilities, stormwater systems or water distribution systems;</i>	The stormwater management plan required under the proposed development agreement will adequately address runoff and conveyance from the public road as it must meet municipal standards.
<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>	An analysis of local school capacity was not prepared but HRSB must find capacity for students in HRM based the present school capacities.
<i>(iv) the adequacy of road networks leading to or within the development;</i>	Sackville Drive can accommodate the increased volume from the proposed development with no significant impact.
<i>(v) the potential for damage to or for destruction of designated historic buildings and sites;</i>	Not applicable.
<i>(b) that controls are placed on the proposed development so as to reduce conflict with any adjacent or nearby land uses by reason of:</i>	
<i>(i) type of use;</i>	Residential use with community centre and on-site wastewater management facilities. Staff believe these uses are compatible with adjacent residential development surrounding the site. The 60% retained common open space that is tree covered or relatively non-altered reduces potential conflict within nearby land-uses.
<i>(ii) height, bulk and lot coverage of any proposed building;</i>	The proposed development agreement permits single and two unit dwellings. The maximum height

	and footprint permitted for dwellings, except multiple units, is 10.67 metres in height and 167.23 square metres in area. Lot coverage within the developable area is determined by required separation distances from other structures, the boundary of the common open space and number of dwellings or structures, including accessory buildings.
<i>(iii) traffic generation, access to and egress from the site, and parking;</i>	The proposed development connects to Sackville Drive, a two lane rural roadway with gravel shoulders and open ditches, where two abandoned roadway intersections with Sackville Drive and Highway 101 still exist. The easternmost access is proposed to be modified to meet Sackville Drive at an approximate 90 degree angle on the outside of the curve which will provide adequate visibility on Sackville Drive to the intersection for the posted speed limit. The western abandoned road intersection will be removed and replaced by a trail connecting to Sackville Drive. The study concludes that the number of site generated trips are low as are Sackville Drive volumes and the site generated trips are not expected to have any significant impact to the performance of Sackville Drive. Staff concurs with this summation and has accepted the study.
<i>(iv) open storage;</i>	The proposed development agreement does not permit open storage.
<i>(v) signs; and</i>	One ground sign is permitted by the proposed development agreement to act as community identification signage at Sackville Drive entrance and is of appropriate scale and materials for a residential development. Driveway name signage in accordance with the Civic Addressing By-law is permitted. Public road signs shall be in conformance with all HRM regulations.
<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>	The form or layout of the proposed development was determined by identifying primary and secondary conservation areas as well as suitable or potential areas for development. Riparian buffers, watercourse setbacks, wetlands, 1:100 year floodplains, rock outcroppings, steep slopes, agricultural soils, groundwater recharges areas, potential archeological sites, scenic views, heritage properties, mature forests, trails and natural networks, parks and natural corridors have been identified and are mostly within the 60% conservation areas.