



P.O. Box 1749
Halifax, Nova Scotia
B3J 3A5 Canada

Added Item 13.1

**Harbour East-Marine Drive Community Council
April 3, 2014**

TO: Chair and Members of Harbour East-Marine Drive Community Council

Original signed

SUBMITTED BY: _____
Brad Anguish, Director of Community and Recreation Services

DATE: March 25, 2014

SUBJECT: **Case 19011: Substantive Amendments to Seven Lakes Open Space
Design Development Agreement, Porters Lake**

ORIGIN

Application by WSP Canada Inc.

LEGISLATIVE AUTHORITY

Halifax Regional Municipality Charter; Part VIII, Planning and Development

RECOMMENDATION

It is recommended that Harbour East Marine Drive Community Council:

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

BACKGROUND

On May 16, 2013, Harbour East-Marine Drive Community Council approved a development agreement to enable a 634 unit Classic Open Space Design Development on lands in Porters Lake between Alps Road and Conrod Settlement Road (Map 1). WSP Canada Inc. has submitted an application requesting the existing development agreement be amended to enable:

- Re-adoption of schedules showing changes in ownership of the lands since the original Agreement was signed (effectively removing Second Party to the original Agreement);
- Allowing up to 4 single unit dwellings to be located on a single Home Site Driveway;
- Allowing up to 4 model homes per Phase;
- A sales office with equipment storage;
- Construction of Common Shared Private Driveways by phases; and
- Amendments of a housekeeping nature.

The requested amendments are substantive in accordance with Section 6.2 of the existing development agreement.

Location, Designation, Zoning and Surrounding Land Use

Subject Property	Lands situated on the north side of Alps Road and on the west side of Conrod Settlement Road at Porters Lake and Conrod Settlement (PID No's 40182073 and 41377177) (Maps 1 and 2)
Location	Located between Alps Road and Conrod Settlement Road, Porters Lake (Maps 1 and 2)
Lot Area	256.6 hectares (634 acres)
Designation	Mixed Use under Planning Districts 8&9 Municipal Planning Strategy (MPS) and Rural Commuter under Regional MPS (Map 1)
Zoning	RE (Rural Enterprise) under Planning Districts 8&9 Land Use By-law (LUB) (Map 2)
Surrounding Uses	Adjacent to existing residential development on Alps Road and Conrod Settlement Road and the Wonderland Mobile Home Park
Current Use(s)	Undeveloped mixed forest

Enabling Policy

With the adoption of the Regional Municipal Planning Strategy (RMPS) and the Regional Subdivision By-law in 2006, the as-of-right subdivision of land in most unserved areas throughout HRM is limited to 8 lots on a new public road unless the subdivision was approved prior to 2004. New subdivisions involving more than 8 lots may only be considered through the development agreement process as set out under the open space policies of the RMPS.

Under Policy S-16, and subject to the criteria of S-15 of the RMPS, 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. 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 unit per 4000 square metres. The open space application is also subject to implementation Policy IM-15 of the RMPS. The proposed substantive amendments are considered under Policies S-16 and IM-15.

DISCUSSION

Staff conducted a review of the requested amendments relative to the applicable policy criteria and have concluded that the proposed changes to the existing development agreement are consistent with the intent of the Regional MPS. Attachment A contains the proposed Amending Agreement. Attachment B contains staff's analysis of the applicable policies. Staff has identified below some aspects of the development that warrant further discussion.

Land Area under the Agreement

The developer has requested that new Schedules be adopted reflecting a change in the ownership of the subject property. The Schedules of the existing Agreement show a parcel of land (approximately 0.3 hectare or 0.74 acres) connecting the majority of the lands to Mosher Road, which is no longer owned by the developer (Map 3). Removing this piece of land (PID 41377177) from the relevant Schedules will also remove the second Party to the existing Agreement. Staff is satisfied the removal of this area does not impact the number of permitted dwellings (634), as the land area totals over 634 acres and therefore complies with Policy S-16 which specifies a maximum density of one residential unit per 4,000 square metres. The proposed amendments to the existing Agreement clarify the actual area under the Agreement.

Proposed Changes to Approved Land Uses

The proposed land uses to be added to the existing Agreement are model/display homes and a temporary sales office. The amending agreement permits up to 4 model/display homes per Phase. These homes are included in the approved number of homes on the lands and will be located on Home Sites identified for dwellings. The temporary sales office will be located on a Home Site identified under the Development Agreement and may be relocated as phasing proceeds. A Landscape Plan must be submitted in accordance with the terms of the existing Agreement for the model/display home and the temporary sales office. It is staff's opinion the model/display homes do not impact the number of homes or change the overall density of the development as they are included in the approved number of dwelling units in the Agreement and the temporary sales office is not expected to significantly impact daily traffic volumes.

Traffic Impacts

The requested model/display homes will not add any additional vehicle trips to the numbers predicted and modelled in the Traffic Impact Studies (TIS) and Supplemental TIS. The temporary sales office is not expected to have any significant impact on the vehicle trips per day. A Traffic Impact Statement submitted for the proposal concludes that traffic from the proposed amendments will have no impact; and staff concur with the conclusion of the study.

Site Circulation

Under the existing development agreement there are three classifications of roads and driveways; (a) the public street, (b) the Common Shared Driveway and (c) the Home Site Driveway. There is a request for changes to the Common Shared Private Driveways that would allow the developer to construct these Driveways in sections. This classification of Common Shared Private Driveways provides access to the public road through the development. The proposed amendments support a phased approach for these Driveways provided they are designed by an engineer in accordance with standards that form part of the existing agreement.

The other requested change is to allow up to 4 single unit dwellings on a shared Home Site Driveway that extends from the Common Shared Private Driveways and connects to individual Home Sites. Staff do not support this change as there are concerns regarding upkeep, maintenance, green bin and solid waste pick up could potentially result from the creation of this third private driveway classification. The attached proposed amendments allow 2 single unit dwellings on a Home Site Driveway and is supported by the developer as staff believe 2 homes per driveway will not impact overall approved design of the clusters and may benefit primary conservation areas where threatened.

Requested changes to the Common Shared Private Driveway, to allow construction in sections, and the Home Site Driveway, to allow up to 2 single unit dwellings on an individual driveway, are not anticipated by staff to alter the intent of the existing Agreement.

Conclusion

Staff is of the opinion that the proposed amendments are consistent with Regional Plan policies. Therefore, staff recommend approval of the proposed amending 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 notification mailed to property owners within the notification area as shown on Map 2. Several phone calls were received expressing concern with increased density and increased traffic volumes.

A Public Hearing must be held by Community Council before they may consider approval of any substantive amendments to the MPS and LUB or the approval of a proposed development agreement. Should Community Council decide to proceed with a public hearing on this

application, in addition to the published newspaper advertisements, property owners within the notification area shown on Map 2 will be notified of the hearing by regular mail.

The proposed development agreement (Attachment A) will potentially impact local residents and property owners on Alps Road and Conrod Settlement 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 amending agreement and, in doing so, must provide reasons why the amending agreement does not reasonably carry out the intent of the MPS. This is not recommended. A decision of Council to reject this amending agreement is appealable to the N.S. Utility & Review Board as per Section 262 of the *HRM Charter*. This is not recommended.
2. Community Council may choose to approve the proposed amending agreement subject to modifications. This may necessitate further negotiations with the applicant. This is not recommended.

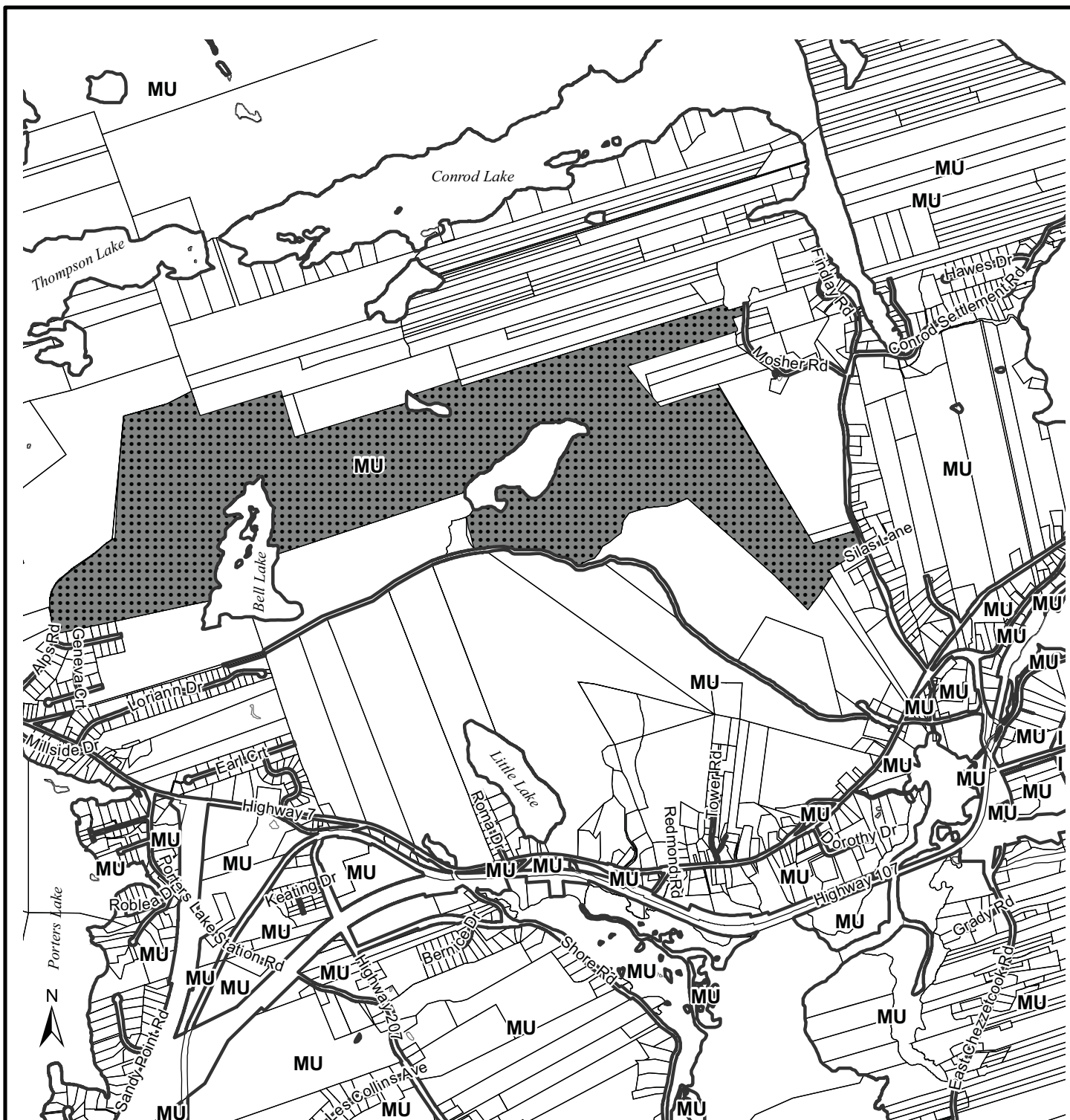
ATTACHMENTS

Map 1	Generalized Future Land Use
Map 2	Zoning and Location
Map 3	Parcel of Land Removed from Existing Development Agreement
Attachment A	Proposed Amending Development Agreement
Attachment B	Excerpts from the Regional Municipal Planning Strategy

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

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

Report Approved by:  Original signed
Kelly Denry, Manager of Development Approvals, 490-4800



Map 1 - Generalized Future Land Use

Porters Lake



Subject Lands

Designation

MU Mixed Use

HALIFAX

REGIONAL MUNICIPALITY

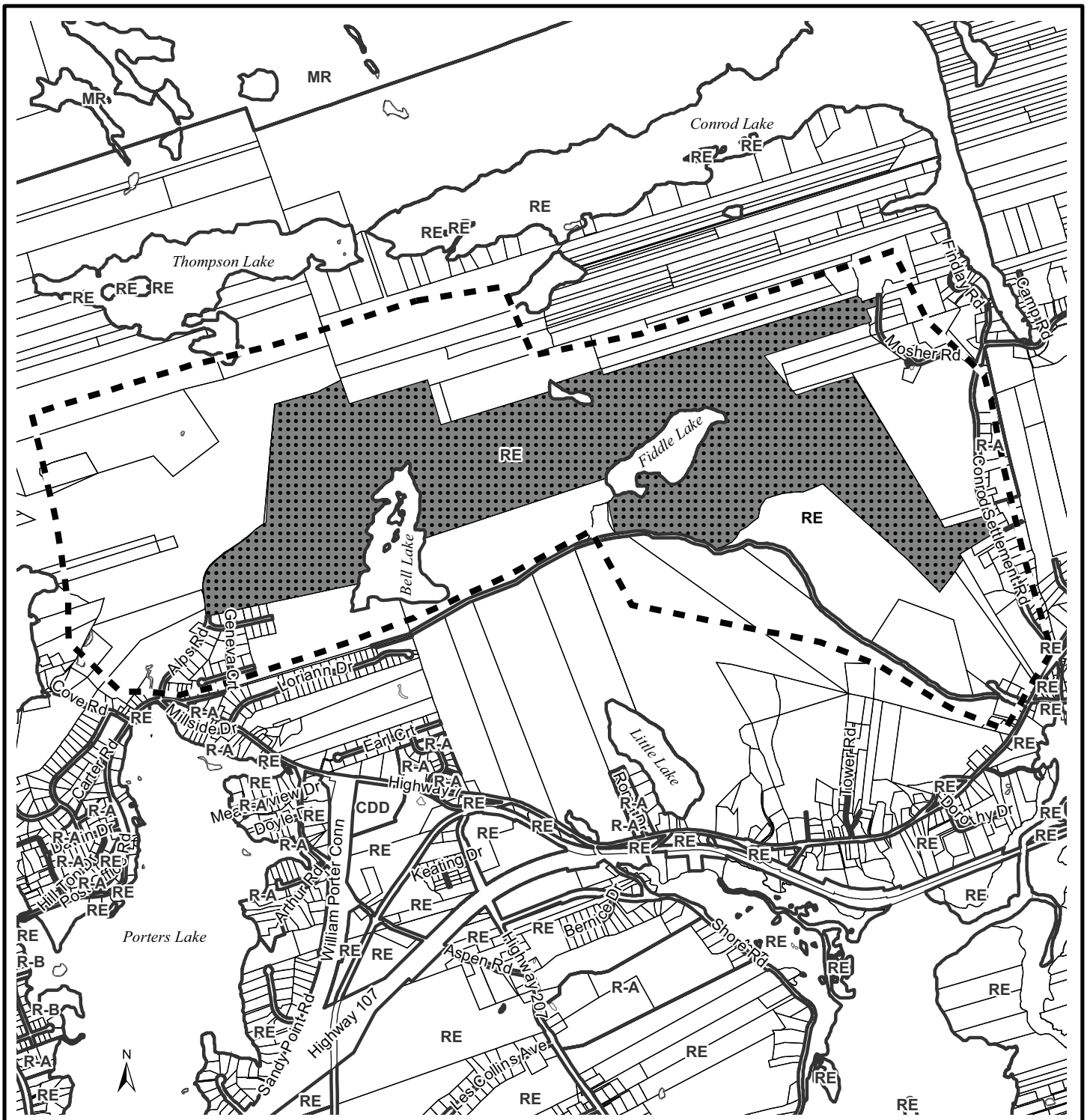
COMMUNITY & RECREATION SERVICES
DEVELOPMENT APPROVALS

0 165 330 660 990
Meters

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.

Planning Districts 8 & 9



Map 2 - Zoning and Notification

Porters Lake

-  Subject Lands
-  Notification Area

Zone

- R-A Residential A
- RE Rural Enterprise
- CDD Comprehensive Development District

HALIFAX
REGIONAL MUNICIPALITY
DEVELOPMENT APPROVALS

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Meters

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

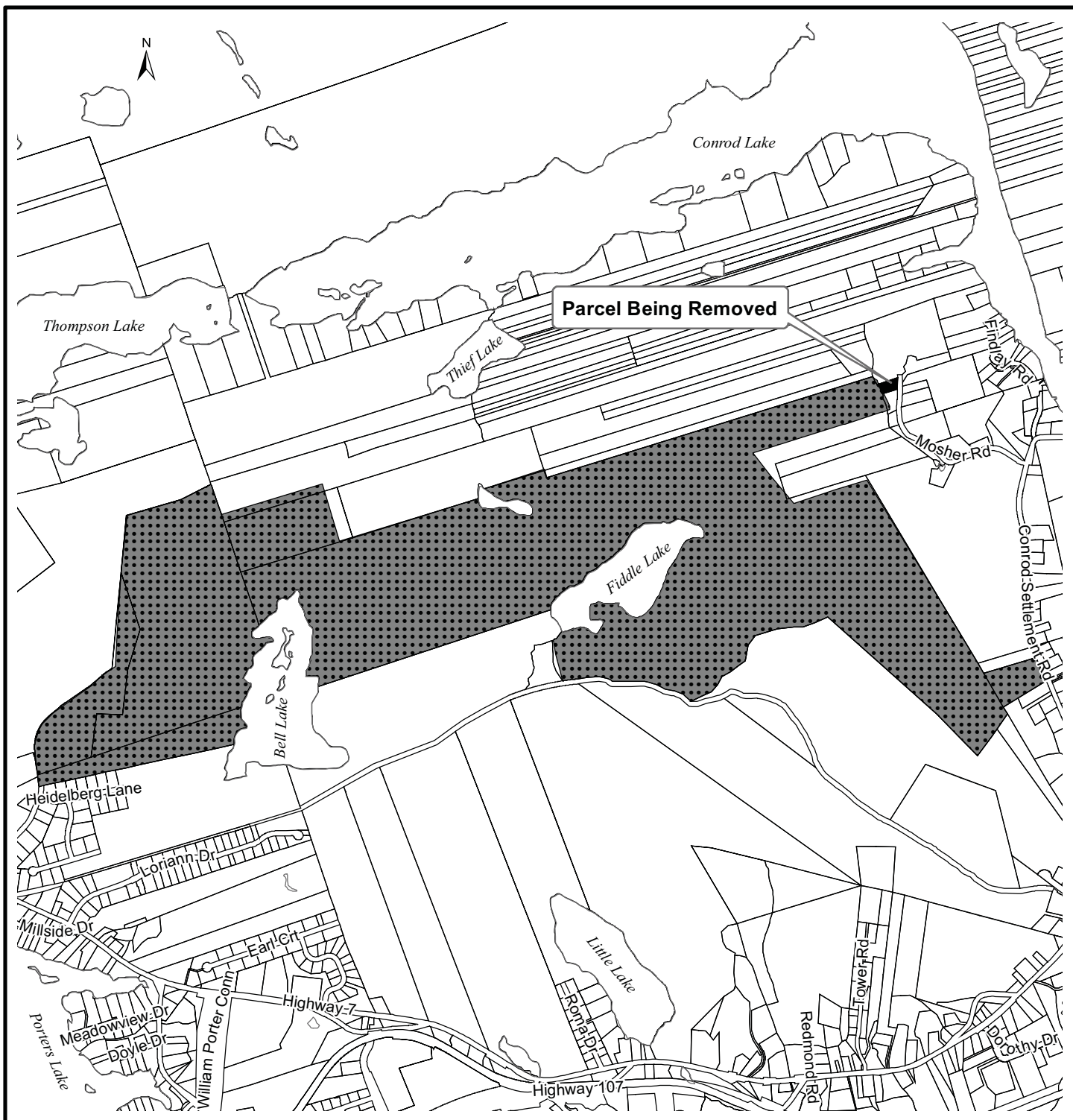
HRM does not guarantee the accuracy of any representation on this plan.

Planning Districts 8 & 9

February 24, 2014

Case 19011

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Map 3 - Parcel of Land to be Removed from Existing Development Agreement

Porters Lake

-  Subject Lands
-  Parcel Being Removed (PID 41377177)

Planning Districts 8 & 9

HALIFAX
REGIONAL MUNICIPALITY
DEVELOPMENT APPROVALS

0 135 270 540 810
Meters

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 Amending Development Agreement

THIS FIRST AMENDING DEVELOPMENT AGREEMENT made this <INSERT> day of [Insert Month], 2014,

BETWEEN:

(INSERT DEVELOPER NAME)

a body corporate, in the Province of Nova Scotia
(hereinafter called the "Developer")

OF THE FIRST PART

- and -

HALIFAX REGIONAL MUNICIPALITY

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

OF THE SECOND PART

WHEREAS the Developer is the registered owner of certain lands (634 acres) located between Alps Road and Conrod Settlement Road, Porters Lake, and which said lands are more particularly described in Schedule A-1 hereto (hereinafter called the "Lands");

AND WHEREAS the Harbour East-Marine Drive Community Council of the Halifax Regional Municipality approved an application on May 16, 2013 to enter into a development agreement to allow for a classic open space design residential development on the Lands pursuant to the provisions of the *Halifax Regional Municipality Charter* and pursuant to Policy S-16 of the Regional Municipal Planning Strategy (Municipal Case 17463), which said development agreement was registered at the Land Registry Office in Halifax as Document Number 103662939 (hereinafter called the Existing Agreement);

AND WHEREAS the Developer has requested substantive amendments to the provisions of the Existing Agreement to allow model homes, a sales office/equipment storage building, up to 2 single unit dwellings on a Home Site Driveway, construction of Common Shared Private Driveways by phases on the Lands pursuant to the provisions of the *Halifax Regional Municipality Charter* and pursuant to Policy S-16 of the Regional Municipal Planning Strategy;

AND WHEREAS the Harbour East-Marine Drive Community Council for the Municipality approved this request at a meeting held on <INSERT DATE>, referenced as Municipal Case Number 19011;

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

The Existing Agreement is amended as follows:

1. Delete Section 2.2 (k) and replace it with new Section 2.2(k) as follows:

(k) "Home Site" means a specific area designated for an individual single unit

dwelling (or up to 2 single unit dwellings where permitted under this Agreement), two unit dwelling, townhouse or multiple-unit building:

2. Remove “Schedule A” from the Existing Agreement and replace it with “Schedule A-1” in this Amending Agreement.
3. Remove “Schedule B” from the Existing Agreement and replace it with “Schedule B-1” in this Amending Agreement.
4. Remove “Schedule C” from the Existing Agreement and replace it with “Schedule C-1” in this Amending Agreement.
5. Remove “Schedule I” from the Existing Agreement and replace it with “Schedule I-1” in this Amending Agreement.
6. Remove “Schedule K” from the Existing Agreement and replace it with “Schedule K-1” in this Amending Agreement.
7. Remove “Schedule L” from the Existing Agreement and replace it with “Schedule L-1” in this Amending Agreement.
8. Remove “Schedule N” from the Existing Agreement and replace it with “Schedule N-1” in this Amending Agreement.
9. Remove “Schedule O” from the Existing Agreement and replace it with “Schedule O-1” in this Amending Agreement.
10. Remove “Schedule Q” from the Existing Agreement and replace it with “Schedule Q-1” in this Amending Agreement.
11. Delete Subsection 3.2.1 and replace it with a new Subsection 3.2.1 as follows:

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

- (a) Up to a maximum of 634 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;**
 - iii) townhouses: up to a maximum of 6 units per building; and**
 - iv) multiple-unit buildings: up to a maximum of 10 buildings with a maximum of 20-units per building;**
- (c) Accessory buildings and structures as provided in Sections 3.6.5 to 3.6.7 herein;**
- (d) Home Business uses;**
- (e) Daycare Facility use;**

- (f) Model or Display Homes use (up to a maximum of 4 per Phase);**
- (g) Temporary Sales Office and equipment storage use (1 building);**
- (h) Public Recreation Facilities; and**
- (i) Private Recreation Facilities.**

12. Delete Subsection 3.3.2 and replace it with a new Subsection 3.3.2 as follows:

The Development Officer may approve changes in the location and type of units and changes in the 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 will be on the portion of the site where soils are best suited for development within the developable area. At no time shall the number of units on the Lands exceed 634 units, including a maximum of 10 multiple unit buildings.

13. Delete Subsection 3.3.7 and replace it with a new Subsection 3.3.7 as follows:

The Municipality may issue Development Permits for the dwellings and model or display homes within the Phase prior to the road being constructed provided that the Developer has received Design Approval and has entered into a Subdivision Agreement with appropriate security in accordance with the Regional Subdivision By-law. Prior to the issuance of any Occupancy Permit the Municipality must accept the public road within the applicable Phase.

14. Delete Subsection 3.5.1 heading and replace it with the following:

3.5 Requirements Prior to Permit Approvals for Any Phase

15. Delete Subsection 3.5.2 and replace it with a new Subsection 3.5.2 as follows:

3.5.2 Prior to the issuance of the first Development Permit for a dwelling or model or display home in each Phase, the Developer shall for the applicable Phase:

- (a) Design the Common Shared Private Driveways pursuant to Section 3.7 and Schedule R of this Agreement; and**
- (b) Submit a Landscape Plan to the Development Officer prepared by a Certified Landscape Architect in accordance with Section 3.8 of this Agreement.**

16. Delete Subsection 3.5.5 and replace with a new Subsection 3.5.5 as follows:

3.5.5 Prior to the issuance of any Occupancy Permit and upon completion and acceptance of the public road, 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 Clause 3.5.4(b) and as per Schedule R;**

- (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 3.5.4(b) and as per Schedule R 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 Landscape Architect certifying that the required landscaping has been completed or security has been received as per Section 3.8 of this Agreement;
- (c) Certification from a qualified professional that the on-site sewage treatment systems comply with Section 3.12 of this Agreement;
- (d) Certification from a qualified professional that the on-site water distribution system complies with Section 3.13 of this Agreement;
- (e) Certification from a Professional Engineer indicating that the Developer has complied with the Erosion and Sedimentation Control Plan required pursuant to Section 5.1 of this Agreement; and
- (f) Certification from a Professional Engineer indicating that the Developer has complied with the Stormwater Management Plan required pursuant to Section 5.1 of this Agreement.

17. Delete Subsection 3.6.4 and replace with new Subsection 3.6.4 as follows:

3.6.4 Dwellings or model or display homes shall be located within the limits of the Developable Area as generally illustrated on Schedules D to K and subject to the following requirements:

- (a) No portion of a dwelling or model or display home shall be located less than 6.1 meters (20 feet) from the Common Shared Private Driveway;
- (b) No portion of a dwelling or model or display home shall be located less than 3.05 meters (10 feet) from the boundary of the Lands or the Common Open Space;
- (c) Up to 2 single unit dwellings may be located on a single Home Site Driveway;
- (d) No portion of a dwelling or model or display home, other than internal dividing walls of two unit dwellings and townhouse 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 model or display home, each unit of a two unit dwelling or each unit of a townhouse shall not exceed 325.15 square metres (3500 square feet), excluding any area for an attached garage, which shall not exceed 55.74 square metres (600 square feet). Multiple unit buildings shall not exceed a maximum Footprint of 1114.80 square metres (12,000 square feet).
- (f) The maximum height of a single unit dwelling or model or display home, two unit dwelling or townhouse shall not exceed a height of 10.67 meters (35 feet)

and multiple unit buildings shall not exceed a height of 15.55 metres (51 feet). Height shall be measured as per the Planning Districts 8 and 9 Land Use By-law.

18. In Subsection 3.7.3 delete the numbers “3.5.3” and replace it with “**3.5.4(b)**”.

19. Delete Subsection 3.7.5 and replace with new Subsection 3.7.5 as follows:

3.7.5 Each Home Site shall include a Home Site Driveway with a maximum width of 6.1 metres (20 feet). Where up to 2 single unit dwellings are permitted to locate on a single Home Site Driveway under this Agreement the Driveway may branch to access the dwelling and provide parking.

20. In Subsection 3.8.7 delete the numbers “3.5.5” and replace it with “**3.5.5(b)**”.

This Amending Agreement shall be binding upon the Parties hereto and their heirs, successors and assigns.

WITNESS that this Agreement, made in triplicate, was properly executed by the respective Parties on this _____ day of _____, 2014.

SIGNED, SEALED AND DELIVERED
in the presence of:

(Insert Registered Owner Name)

Witness

Per: _____

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

**HALIFAX REGIONAL
MUNICIPALITY**

Witness

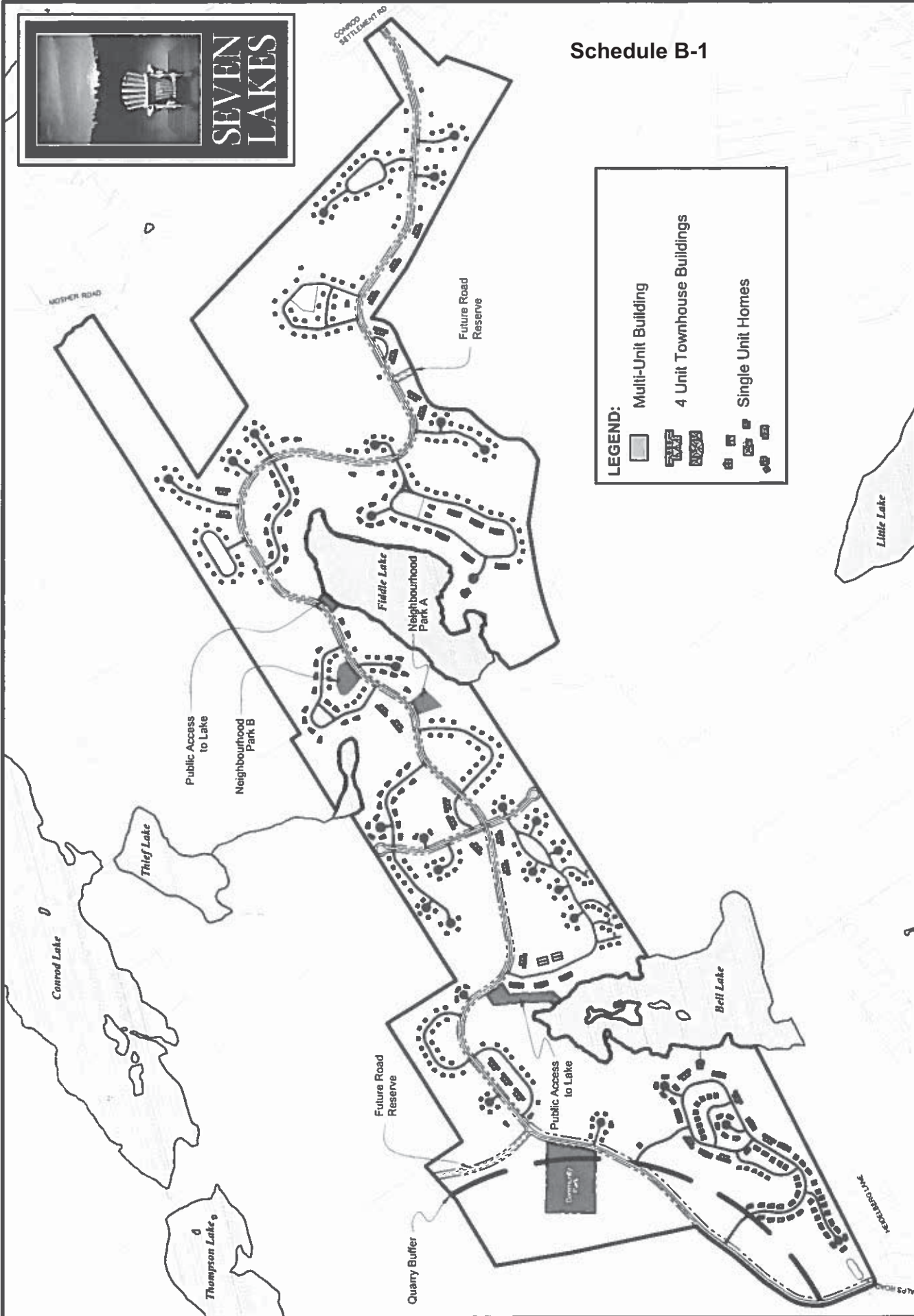
Per: _____
MAYOR

Witness

Per: _____
MUNICIPAL CLERK

LEGEND:

	Multi-Unit Building
	4 Unit Townhouse Buildings
	Single Unit Homes

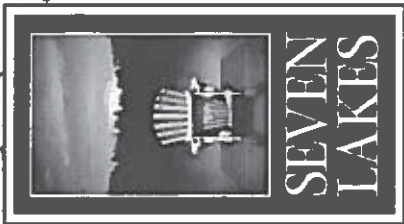


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DATE:	21-NOV-2013

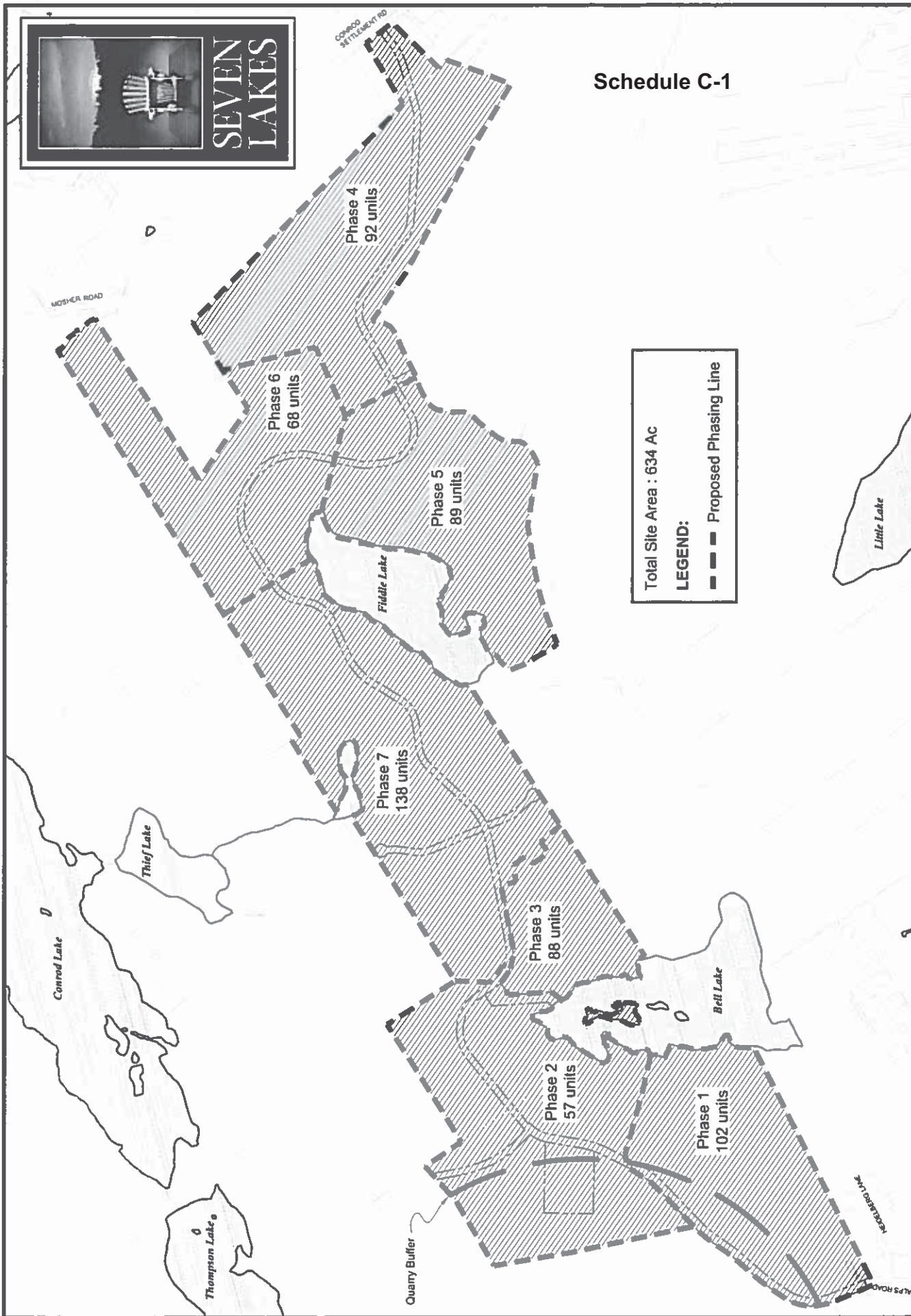


SCHEDULE B-1: OVERALL CONCEPT PLAN
Porters Lake, Nova Scotia





Schedule C-1



SCALE: 1:15,000 METRIC
DATE: 21-NOV-2013



SCHEDULE C-1: OVERALL PHASING PLAN

Porters Lake, Nova Scotia



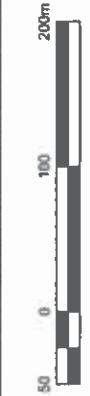


Schedule I-1

MOSHER ROAD

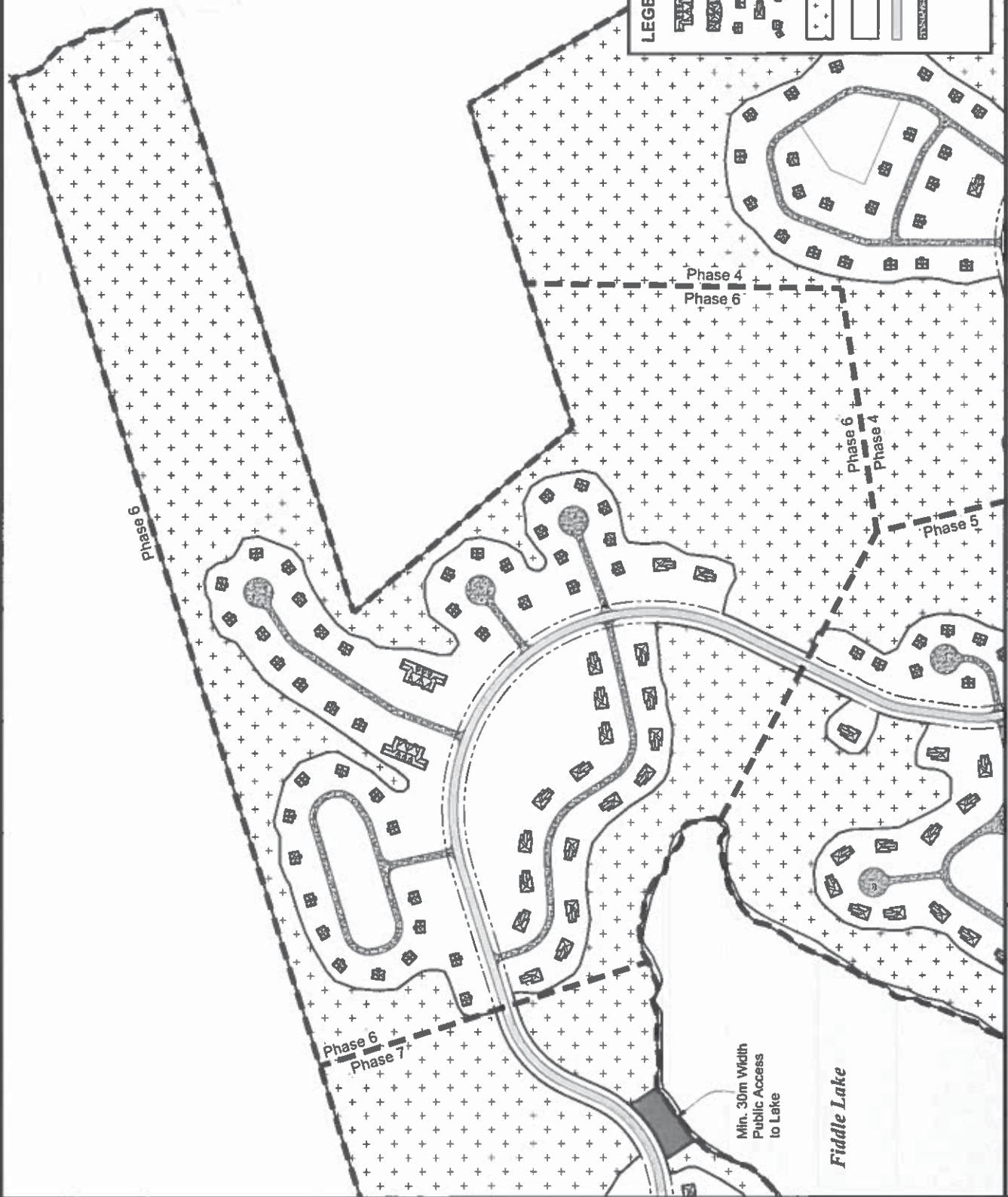
LEGEND:

- 4 Unit Townhouse
- 4 Unit Townhouse
- Single Unit Homes
- Common Open Space
(Includes 20m setback from lakes)
- Developable Area
- Public Road
- Common Shared Private Driveway



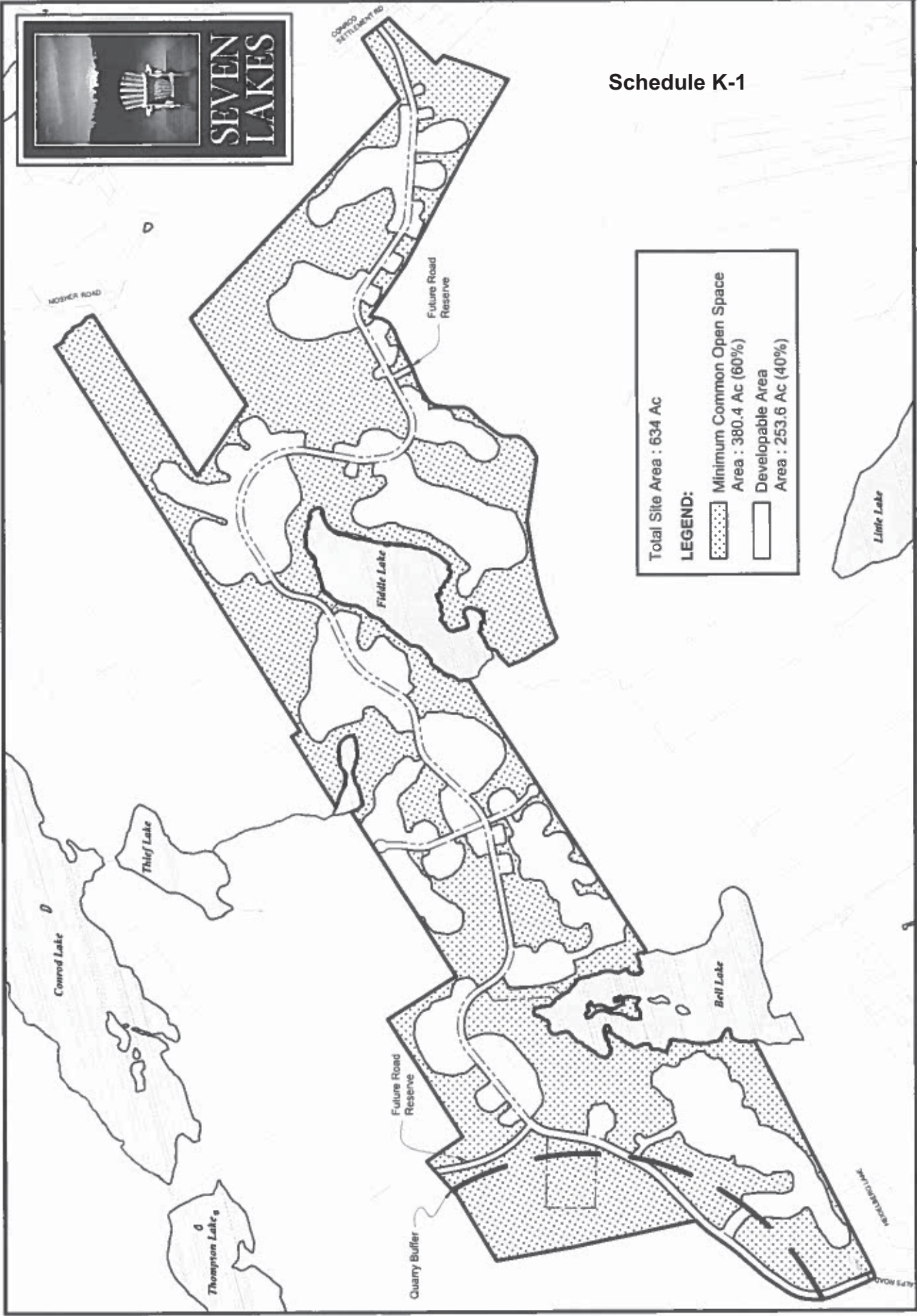
SCALE: 1:5,000 METRIC
DATE: 21-NOV-2013

SCHEDULE I-1 : CONCEPT PLAN PHASE 6
Porters Lake, Nova Scotia





Schedule K-1



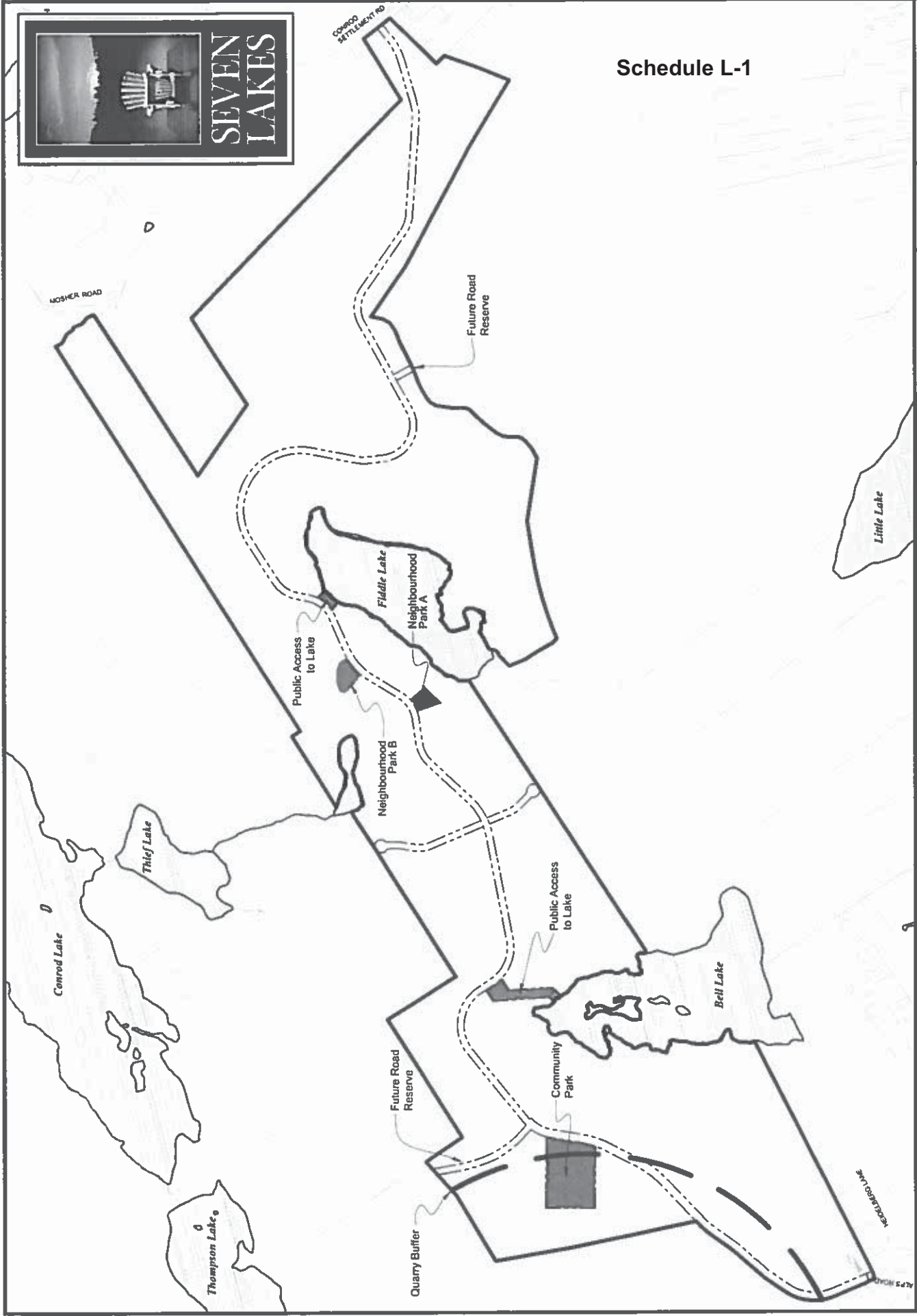
Total Site Area : 634 Ac

LEGEND:

- Minimum Common Open Space
Area : 380.4 Ac (60%)
- Developable Area
Area : 253.6 Ac (40%)

	SCHEDULE K-1: OVERALL COMMON OPEN SPACE PLAN Porters Lake, Nova Scotia	 0 300 600m	SCALE: 1:15,000 METRIC
			DATE: 21-NOV-2013

Schedule L-1



	SCHEDULE L-1: PUBLIC RECREATION FACILITIES Porters Lake, Nova Scotia		 SCALE: 1:15,000 METRIC DATE: 21-NOV-2013

Schedule N-1

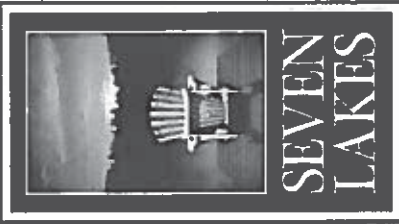
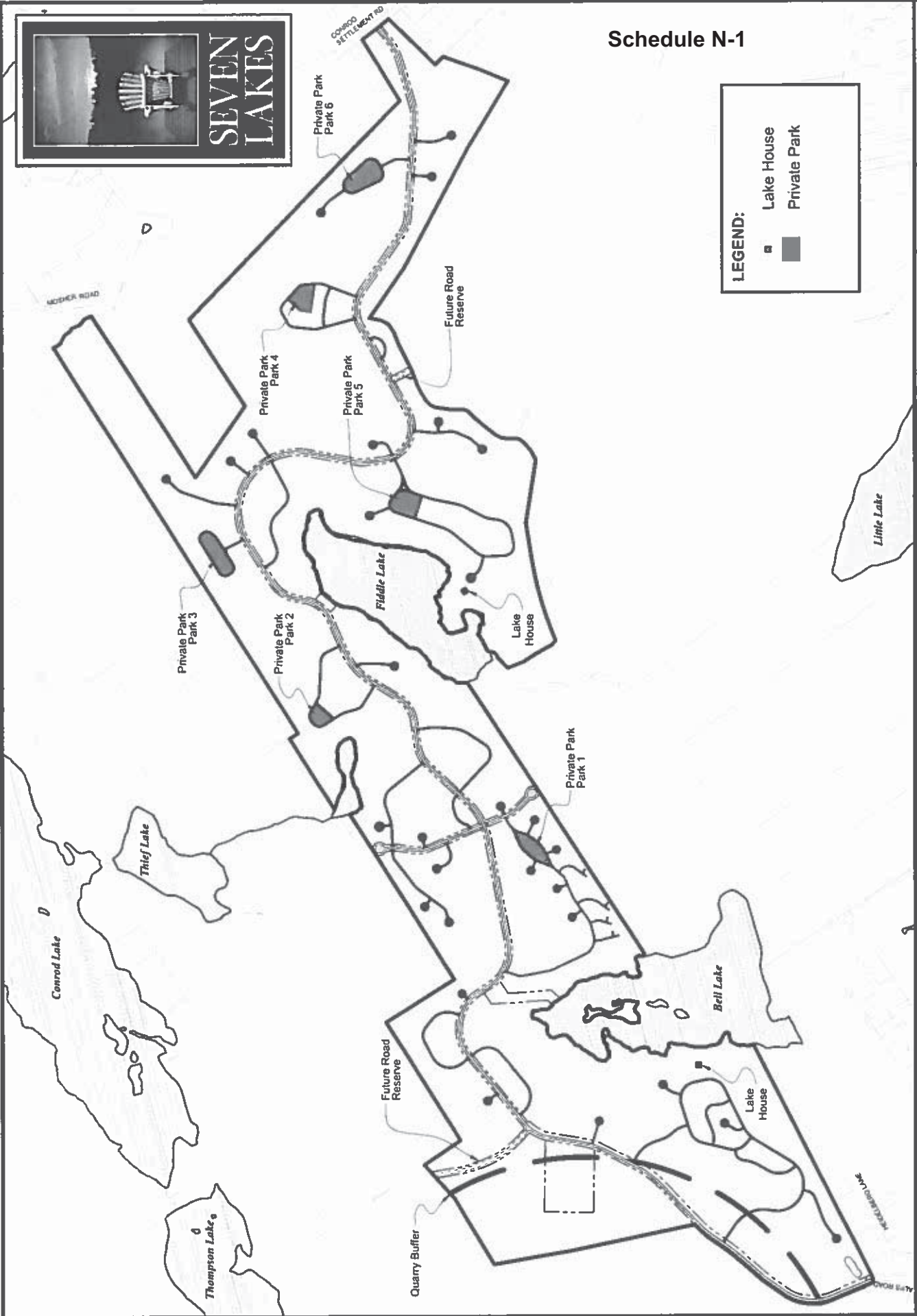
LEGEND:

- Lake House
- Private Park



SCALE: 1:15,000 METRIC
DATE: 21-NOV-2013

**SCHEDULE N-1: PRIVATE RECREATION
FACILITIES (Approx. Locations Only)**
Porters Lake, Nova Scotia





Schedule Q-1

1. Excavation and backfilling work to be done in accordance with "The Erosion and Sedimentation Control Handbook for Construction Sites" as prepared by NSE. Controls to be implemented include, but are not limited to:

- rip rap lining (1:1) in ditches
- filter fabric barrier (silt fence) (2:9) along down slope contour of disturbed areas
- graveling or mulching of exposed soils
- mulch or cover stocked piled soils on site

2. Disturbed areas to be limited to new construction area

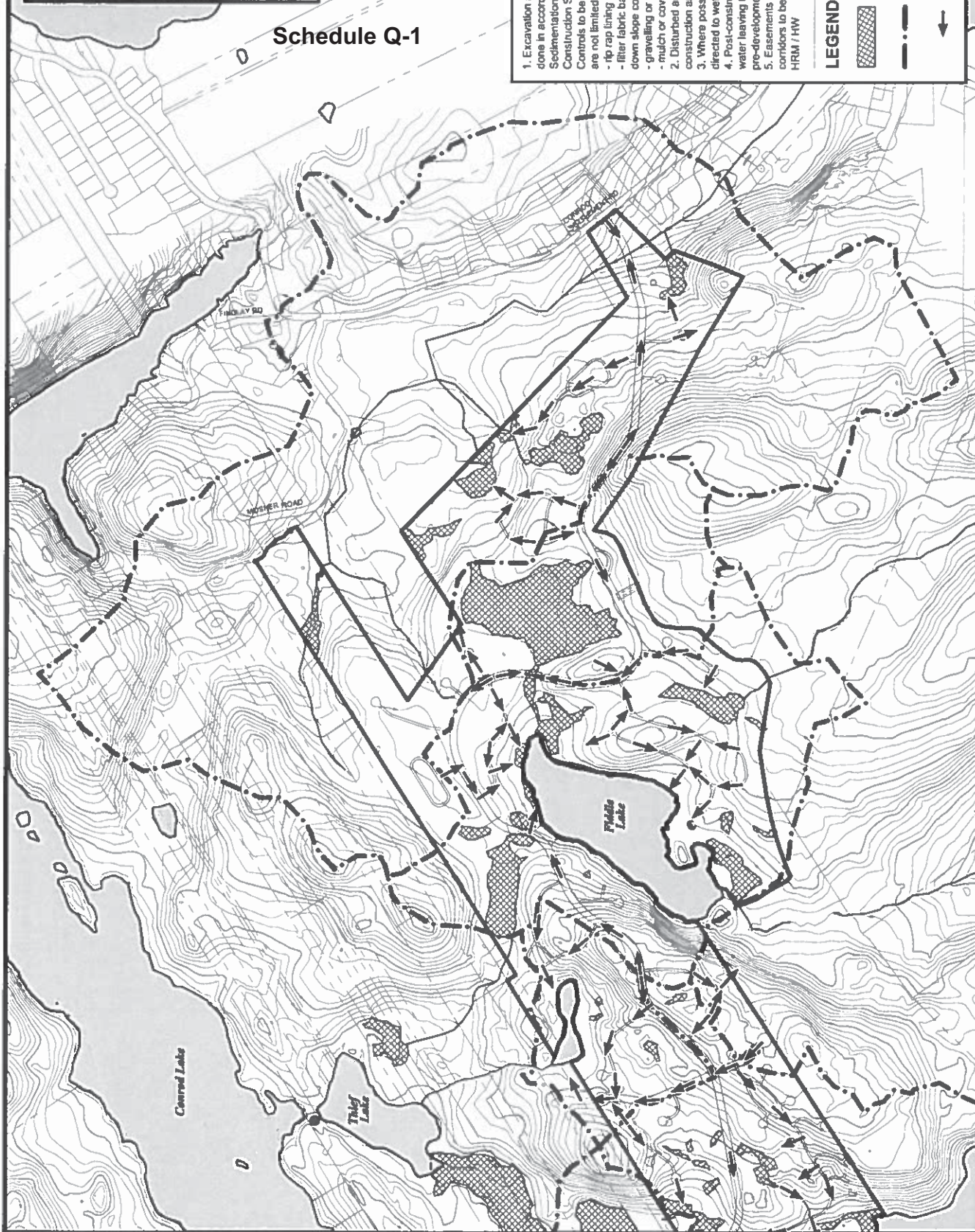
3. Where possible, stormwater flows to be directed to wetlands for polishing

4. Post-construction peak flow rates for water leaving the lands to be equal to pre-development peak flow rates

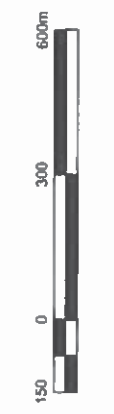
5. Easements for stormwater drainage corridors to be supplied as required by HRM / HW

LEGEND:

- Wetland
- Storm Boundary
- Drainage Direction



SCHEDULE Q-1 : CONCEPTUAL STORMWATER
MANAGEMENT PLAN (EASTERN)
Porters Lake, Nova Scotia



SCALE: 1:15,000 METRIC
DATE: 21-NOV-2013

Attachment B: Excerpts from the Regional Municipal Planning Strategy

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:

Policy Criteria	Comment
(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;	The requested amendments do not impact the findings of the original hydrogeological study. The requested amendments do not add any additional dwelling units to the proposed development as the model homes (up to 4 per phase) are part of the overall number permitted (634).
(b) that there is sufficient traffic capacity to service the development;	The requested amendments do not add any additional dwelling units to the proposed development as the model homes are part of the overall number permitted. The temporary sales office is not anticipated to have any significant impact on vehicle trips per day.
(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;	The proposed changes require the land uses to be amended to allow model homes, sales office/equipment storage. No other uses are requested and all land uses of the approved agreement remain in place.
(d) whether soil conditions and other relevant criteria to support on-site sewage disposal systems can be met;	The request does not impact proposed on-site sewerage.
(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;	There are no additional dwelling units proposed as the model homes will be part of the overall number permitted. Allowing up to 2 single unit dwellings on a single Home Site Driveway will relocate some single units from the public road and the Common Shared Private Driveway to a Home Site Driveway. All proper fire separations will be adhered to.
(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;	This policy provision applies to the Hybrid form of Open Space Design and not the Classic form.

Policy Criteria	Comment
(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);	This policy provision applies to the Hybrid form of Open Space Design and not the Classic form.
(h) that the development is designed to retain the non-disturbance areas and to maintain connectivity with any open space on adjacent parcels;	The non-disturbance areas will not be affected by any of the requested changes. In fact, allowing up to 2 single units per Home Site Driveway will be used to avoid or potential impact non-disturbance areas.
(i) connectivity of open space is given priority over road connections if the development can be sited on the parcel without jeopardizing safety standards;	The potential for connectivity was taken into account when designing the development and the proposed amendments do not impact or alter these connections.
(j) trails and natural networks, as generally shown on Map 3 or a future Open Space Functional Plan, are delineated on site and preserved;	This policy was considered under the existing agreement and the proposed amendments do not impact or alter the networks.
(k) parks and natural corridors, as generally shown on Map 4 or a future Open Space Functional Plan, are delineated on site and preserved;	This policy was considered under the existing agreement and the proposed amendments do not impact or alter these corridors.
(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;	It is the opinion of staff the proposed dwellings and roads are located to minimize impact upon primary conservation areas. The proposed model homes will be located in actual Home Sites and the temporary sales office will be sensitively located to not impact any primary conservation areas.
(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;	The proposed model homes or the temporary sales office do not encroach any such features. Locating the four singles on one Home Site Driveway is intended to avoid impact on secondary conservation areas.
(n) that the roads are designed to appropriate standards as per Policy T-2;	The public road will meet appropriate municipal standards except where varied by the Agreement.
(o) views of the open space elements are maximized throughout the development;	This policy was considered under the existing agreement and the proposed amendments do not impact or alter views of the open space elements.

Policy Criteria	Comment
(p) opportunities to orient development to maximize the capture of solar energy;	The location of the Common Shared Private Driveways and Home Site Driveways present opportunities to capture solar energy.
(q) the proposed residential dwellings are a minimum of 800 metres away from any permanent extractive facility;	This policy was considered under the existing agreement and the proposed amendments do not alter or impact this provision.
(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	It is the opinion of staff the proposed amendments will not impact any natural resource use. The conservation lands behave as a protective buffer to adjacent land uses. There is an 800 metre buffer between the nearest residential dwelling and the working face of the extractive resource use.
(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.	The proposed amendments do not impact surrounding uses or general community.

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	Comments
(a) the criteria specified in Policy S-15, with the exception of items (f) and (g); and	The Policy S-15 criteria are responded to in the above table.
(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.	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 and the proposed amendments will not change this.

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	Comments
(a) that the proposal is not premature or inappropriate by reason of:	
(i) the financial capability of HRM to absorb any costs relating to the development;	The proposed changes have no financial capability for HRM.

Policy Criteria	Comments
(ii) the adequacy of municipal wastewater facilities, stormwater systems or water distribution systems;	The stormwater management plan required under the approved development agreement will adequately address runoff and conveyance from the public road as the number of dwelling units is not changing and the temporary sales office will have no significant impact. The water distribution system (on-site wells) will not change.
(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;	The proposed amendments do not increase the number of dwelling units beyond what is approved.
(iv) the adequacy of road networks leading to or within the development;	The proposed amendments do not change the adequacy of the road network as the number of dwelling units is not changing.
(v) the potential for damage to or for destruction of designated historic buildings and sites;	This policy was considered under the existing agreement and the proposed amendments do not alter or impact this provision.
(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) type of use;	The proposed changes require the land uses to be amended to allow model homes, sales office/equipment storage. No other uses are requested and all land uses of the approved agreement remain in place. Model homes (4 per phase to be located on Home Sites) count as part of the 634 permitted dwellings, temporary sales office (1) also used to store equipment and up to 2 single unit dwellings on a Home Site Driveway.
(ii) height, bulk and lot coverage of any proposed building;	The proposed model homes will meet the appropriate standards of the approved Agreement
(iii) traffic generation, access to and egress from the site, and parking;	The proposed amendments do not change the agreed upon accepted TISs as there is no increase in the number of units on the lands.
(iv) open storage;	The proposed amendments do not permit open storage.
(v) signs; and	The proposed amendments do not alter the sign provisions of the agreement.
(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.	The proposed amendments do not impact these primary conservation areas. In fact, the four single units per Home Site Driveway are being permitted to reduce likelihood of impact of these areas.