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Item No.
Halifax and West Community Council
May 13, 2015

TO: Chair and Members of Halifax and West Community Council
Original Signed

SUBMITTED BY: Bob Bjerke, Director of Planning and Development

DATE: May 1, 2015

SUBJECT: Case 19136: Classic Open Space Design Development Agreement – Whites Lake

ORIGIN

Application by WSP Canada Group

LEGISLATIVE AUTHORITY

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

RECOMMENDATION

It is recommended that Halifax and West Community Council:

1. Give Notice of Motion to consider the proposed development agreement, as contained in Attachment A of this report, to allow a classic open space design development on the lands located on the east side of Terence Bay Road, Whites Lake, Harrietsfield, as shown on Map 1, and schedule a Public Hearing;
2. Approve the proposed development agreement, as contained in Attachment A of this report; and
3. Require that the development agreement be signed by the property owner within 120 days, or any extension thereof granted by Council on request of the 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 Group, on behalf of the property owner (3267427 Nova Scotia Limited), has submitted an application for a Classic Open Space Design development on lands located in the Whites Lake area (Maps 1 and 2). The Regional Municipal Planning Strategy (RMPS) and Regional Subdivision By-law limit development on new streets in areas not serviced by central water and sanitary sewer systems. Therefore, the applicant is proposing to develop the subject lands as an open space development subdivision through the development agreement process, as enabled by the RMPS (Attachment B).

Site Description and Surrounding Land Uses

The lands are:

- located between Prospect Road (Highway 333) to the north, Terence Bay Road to the west, Delmerle Drive to the south, and Crown land to the east; and
- 195 acres (78.91 hectares) in area and currently heavily forested and undeveloped.

Designation & Zoning

The lands are:

- designated Rural Commuter under the RMPS (Map 1);
- designated 'Residential A' under the Municipal Planning Strategy for Planning District 4 (MPS) (Map 1);
- zoned RA-3 (Residential A-3) under the Land Use By-law for Planning District 4 (LUB), which allows for single unit dwellings, home businesses, open space uses and existing business uses (Map 2); and
- surrounded by the RA-3 Zone to the north, west and south, and P-3 (Conservation) Zone to the east (Map 2).

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:

“Policy 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 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 to be 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 B). The policies focus on minimizing the overall disturbance to the lands 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 RMPS and Regional Subdivision By-law in 2006, the as-of-right subdivision of land in most unserviced areas of HRM is limited to 8 lots on a new public street unless the subdivision was approved prior to 2004. New subdivisions involving more than 8 lots on new streets are only considered through the development agreement process, which requires Community Council approval.

Open Space Design Development is a creative form of subdivision design that conserves open space in a contiguous form. The basic principal of this approach 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. There are two forms of Open Space Design Developments, one is called “Classic” and the other form is called a “Hybrid”.

The Classic form of Open Space Design Development involves the entire development being under single ownership, and homes with shared or communal wells, and septic systems. The key objective of Classic Open Space Design Developments is to minimize road development and focus development on areas that are most suitable from an ecological and cultural stand point. Therefore, only 40% of the property can be developed while the remaining 60% must be retained as common open space. Dwellings are to be clustered together and services such as on-site sewage disposal and driveways are to be shared.

Proposal

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

- 195 dwelling units to be developed in three phases (65 units in Phase 1, 61 units in Phase 2 and 69 units in Phase 3);
- a mix of unit types: single unit dwellings, two unit dwellings and townhouses;
- common shared driveways by which residential dwellings access the public road;
- ownership of the development is proposed to be in the form of a condominium;
- wells and sewage treatment facilities will be shared among dwellings;
- retaining 60% of the land for common open space to be used for conservation and passive recreation uses; and
- private parks and trails for use of condominium residents.

DISCUSSION

Staff conducted a review of the proposed development relative to the applicable policy criteria and has concluded that the proposed development is consistent with the intent of the RMPS (2006). Attachment B contains staff's analysis of the applicable policies (G-18, S-15 and S-16). Staff has identified below some aspects of the development that warrant further discussion:

Lot Consolidation

The subject lands are currently made up of four properties, as shown on Schedule C of Attachment A. The development agreement requires the properties must be consolidated into one property before any development can proceed for this project. Provisions have been included in the proposed development agreement to ensure the properties are consolidated prior to issuing any permits for the first phase of the development.

Phasing & Hydrogeological Assessment

Under the provisions of the proposed development agreement, the project is to be developed in three phases over a 15-year timeframe. The first and second phases are proposed to be located off Terence Bay Road and Delmerle Drive, respectively. The third phase will be located on the east side of the lands and will connect the previous phases (Attachment A, Schedule D).

An important component of the policy evaluation involved a Hydrogeological Study to assess the adequacy of groundwater required to service the proposed development. Due to the size and inaccessibility of the lands, it is difficult to complete a well pump test (Level II) Assessment of the entire lands. The required Level I Hydrogeological Assessment has been completed for the entire development, and a preliminary Level II Hydrogeological Assessment for Phase 1 has also been completed. The Level II Assessment for Phase 1 indicated that 65 residential units can be accommodated on the lands within the first phase.

The Level I Assessment for the entire lands provided information on site history, site description, surficial and bedrock hydrology, potential water quantity and quality and surface water data and drainage. The test wells revealed an adequate yield of water for residential uses in the area of the lands tested but raised some issues related to possible water quality such as salt water intrusion. Therefore, in order to ensure there is adequate supply of groundwater throughout the development, the proposed development agreement requires additional supplementary Level II Hydrogeological Assessments be prepared for

each development phase prior to any site clearing or tree removal. If the Assessments identify insufficient quantity or quality in the local aquifer, the number of permitted dwellings are to be reduced to a level that can be supported adequately.

Traffic Impacts

The development features Common Shared Driveways that connect to two existing provincial roads. The proposed driveways minimize any significant impact on riparian buffers and wetlands through its design as it seeks to avoid these features, crossing at minimal widths and not disturbing of higher functioning wetlands.

Nova Scotia Transportation and Infrastructure Renewal (NSTIR) has reviewed the Traffic Impact Study prepared in support of this application, and has accepted the final report facilitating access of the provincial roads to the proposed development. The study indicates there is sufficient capacity to service 65 units within the first phase of the development. In order to provide additional capacity to service the 195 units within all three phases, a left turn lane on Terence Bay Road at the intersection of the development's Common Shared Driveway is required to be built by the applicant. The proposed development agreement includes provisions that require designing and building the left turn lane on Terence Bay Road prior to the approval of construction for the 66th dwelling unit.

Common Open Space

The proposed development requires 60% of the property to be retained as common open space to be reserved for conservation and passive recreational uses. No development will be permitted within the common open space except for limited private trail development and private parkland. Staff advise that the development is effectively designed to retain the common open space areas.

The proposed development agreement requires that upon the completion of Phase 2, the applicant shall provide a confirmation that 60% of the lands are retained as Common Open Space. If the 60% Common Open Space of the lands is to be achieved, the Developable Area in the last phase shall be reduced to make up the 60%. The development agreement allows some flexibility in the overall percentage during the earlier development phases in the event of unforeseen environmental or construction constraints but, overall, 60% of common open space is to be retained.

Common Ownership/Shared Services

Beyond consolidating the four properties that make up the subject lands, the proposed development will not involve any subdivision. It is proposed that ownership of this development will be through a condominium corporation. A condominium is more traditionally applied to a multiple unit building, however, under this development 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 common shared driveways, on-site sewage treatment system, on-site water system, 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 common shared private driveways and separation distances from other dwellings. Each dwelling will be permitted one accessory building. Further to this, additional accessory buildings for common use that are smaller than 92.9 square meters (1,000 square feet) are also permitted.

On-Site Sewage Treatment

The applicant is proposing a watertight sanitary sewage collection system and a wastewater treatment plant (WWTP) designed to meet the service requirements all of the residential units within the

development. The on-site central wastewater system will include a Central Wastewater Collection System, a Central Wastewater Treatment Plant Facility, and a Treated Effluent Dispersal system.

This system has a secondary level of treatment before the effluent is dispersed for further treatment and may be easily configured for treatment and disinfection by means of additional system components. If a system cannot achieve the required level of treatment and disinfection before dispersal, in accordance with Nova Scotia Environment's regulations as required by the proposed development agreement, then its use is precluded in the proposed development.

Council should note that the Nova Scotia Environment (NSE) is the regulatory agency for on-site systems, not the Municipality. Approval requirements for wastewater treatment systems address management of such systems that provide a higher level of performance and, ultimately, improved environmental safety for on-site sewage disposal systems. Application 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 for the lands will assume management and operation of the proposed de-centralized on-site wastewater treatment facilities.

Protection Measures – Blasting Activities

At a Public Information Meeting (PIM) that was held on July 21st, 2014 for the proposed development, some residents expressed their concerns regarding the potential impacts on existing wells and septic systems as a result of blasting activities for the development (Attachment C).

Within the Municipality, blasting is managed through By-law *B-600 Respecting Blasting*. The Developer is required to conduct a Pre-Blast Survey for the entire lands to determine existing conditions before carrying out any development activities. Section 9 of By-law B-600 includes a list of requirements that the developer must comply with prior to proceeding with the development. Should any damage follow, and be clearly related to the blasting activity, the blaster and developer are responsible for correcting the issue.

With regards to issues related to drainage of the water table, this is intended to be managed by requiring hydrogeological and groundwater assessments from the developer at various stages of the application. As stated previously, a Level I and Level II Assessments were submitted as part of the pre-application and the development agreement application stages. Further, the development agreement requires additional hydrogeological assessments to be provided at each phase of the development. The assessments must show that the quantity and quality of the available groundwater is sufficient to service the development and, most importantly, not affect existing and neighbouring properties. If the studies show that the groundwater is insufficient for the new development, the proposed number of units is to be reduced.

Following the PIM, information regarding the matters discussed above was provided to residents and posted on the HRM website for this case.

Conclusion

The proposed application for a Classic Open Space Design Development conserves the common open space on the lands by clustering dwellings and sharing on-site systems. The design of the common shared driveways and placement of the dwellings will avoid the sensitive, cultural and ecological features of the lands, which include wetlands and watercourses. Staff has received analysis identifying that there is sufficient groundwater to service the first Phase of the project. As indicated previously, the proposed development agreement, included in 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 RMPS. Therefore, Staff recommends approval of the proposed development agreement as contained in Attachment A of this report.

FINANCIAL IMPLICATIONS

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

COMMUNITY ENGAGEMENT

The community engagement process is consistent with the intent of the HRM Community Engagement Strategy. The level of community engagement was consultation, achieved through a Public Information Meeting held on July 21st, 2014. Attachment C contains a copy of the minutes from the meeting. Notices of the Public Information Meeting were posted on the HRM website, in the newspaper and mailed to property owners within the notification area shown on Map 2.

A public hearing must be held by Community Council before they can consider approval of a 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 advised of the public hearing by regular mail. The HRM website will also be updated to indicate notice of the public hearing.

The proposed development agreement will potentially impact the following stakeholders: local residents and property owners, community or neighbourhood organizations, and business and professional associations.

ENVIRONMENTAL IMPLICATIONS

No additional concerns were identified beyond those raised in this report.

ALTERNATIVES

1. Halifax and West Community Council may choose to approve the proposed development agreement subject to modifications. This may necessitate further negotiations with the applicant and may require a supplementary staff report and the need to hold a second public hearing. A decision of Council to approve this development agreement is appealable to the N.S. Utility & Review Board as per Section 262 of the *HRM Charter*.
2. Halifax and West Community Council may choose to refuse the proposed development agreement, and in doing so, must provide reasons based on why the proposed development agreement does not reasonably carry out the intent of the MPS. A decision of Council to refuse the proposed Development Agreement is appealable to the N.S. Utility & Review Board as per Section 262 of the *HRM Charter*.

ATTACHMENTS

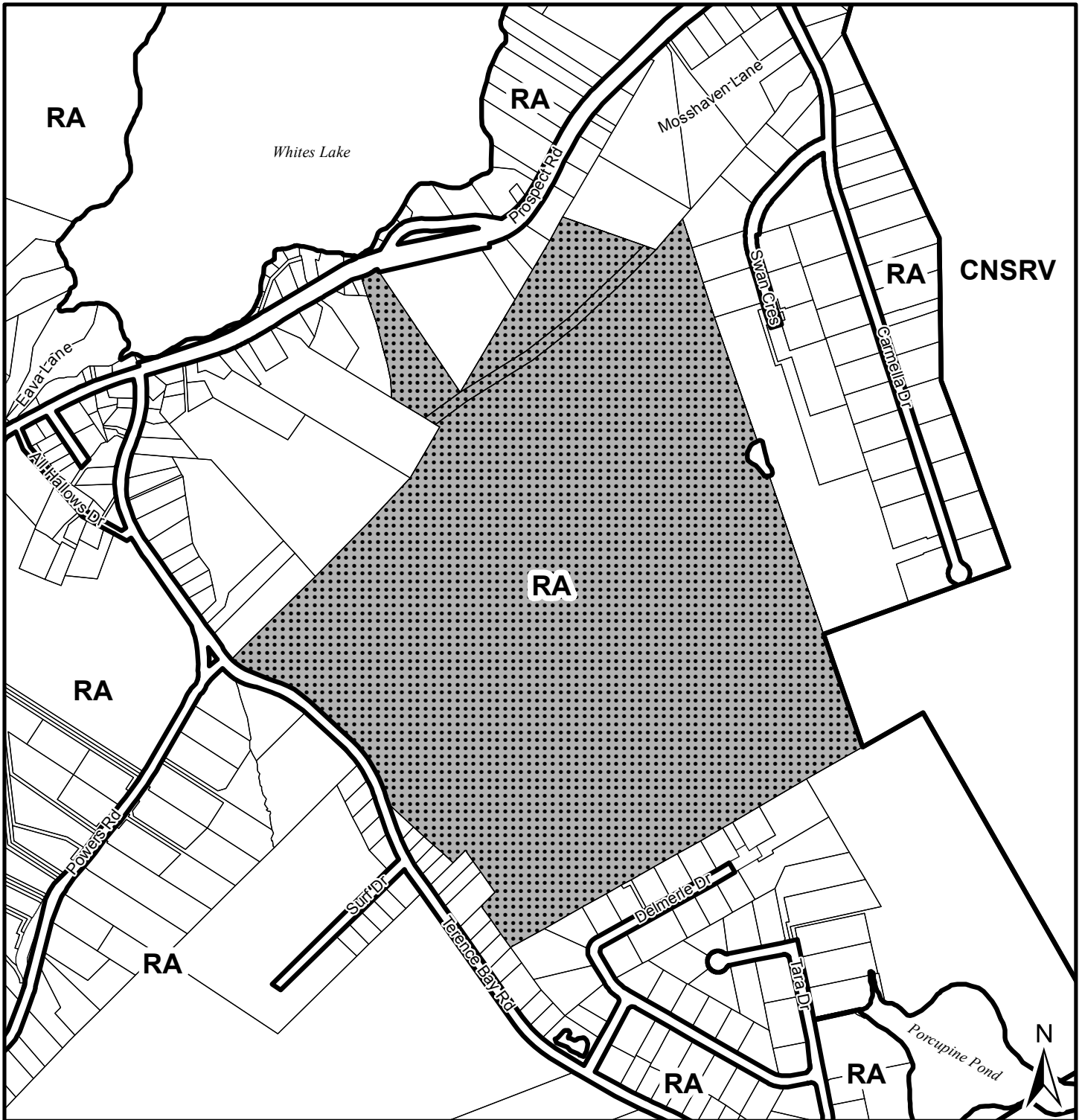
Map 1	Generalized Future Land Use
Map 2	Zoning and Notification
Attachment A	Proposed Development Agreement
Attachment B	Review of Relevant Regional Municipal Planning Strategy Policies
Attachment C	Minutes from the Public Information Meeting

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 490-4210, or Fax 490-4208.

Report Prepared by: Dali Salih, Planner, Development Approvals, 902-490-1948


Original Signed

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

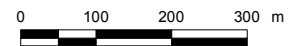


Map 1 - Generalized Future Land Use

Lands off Terence Bay Road
Whites Lake

 Area of proposed development agreement

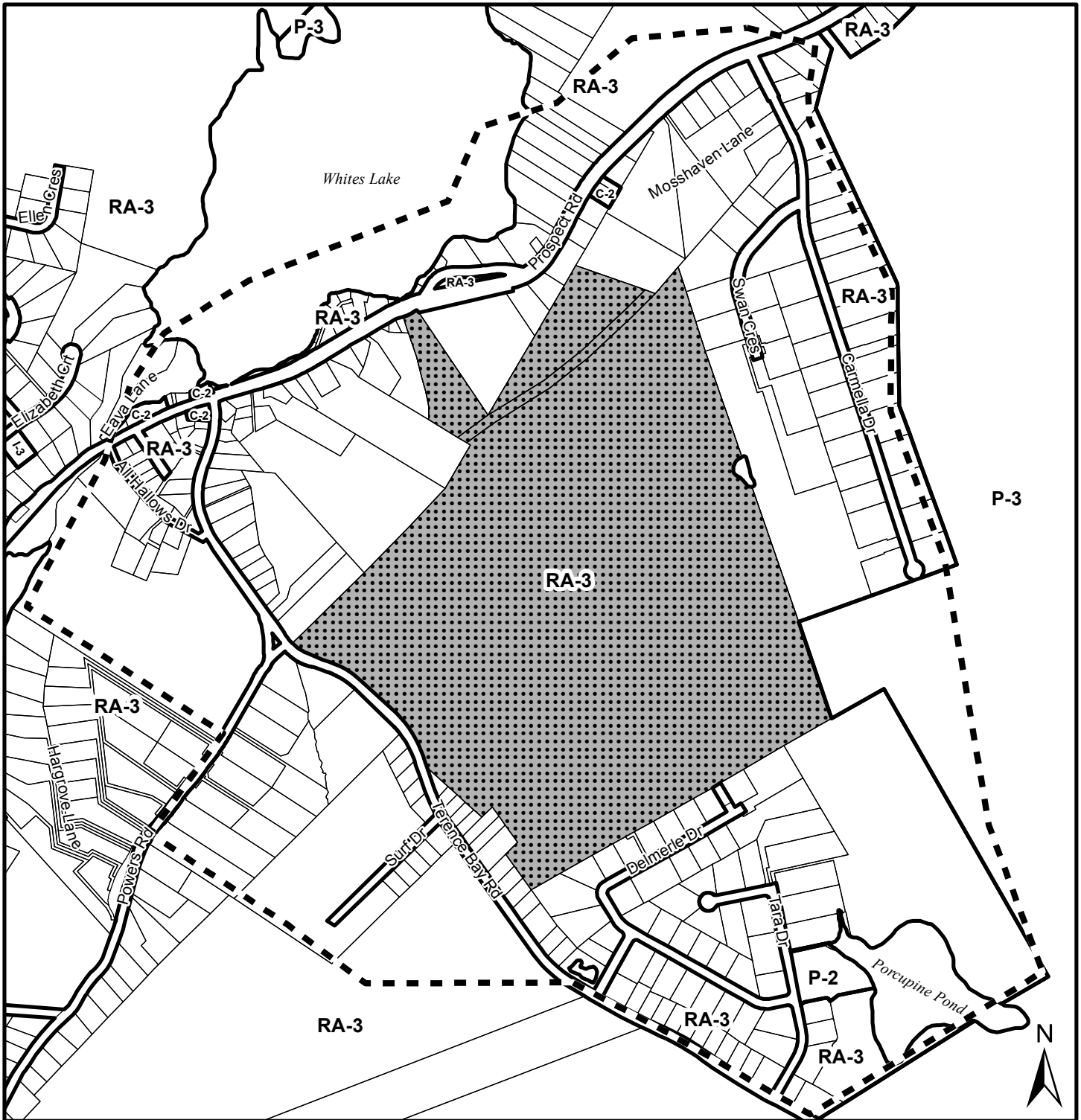
Designation
RA Residential A
CNSRV Conservation



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 District 4
(Prospect) Plan Area




Map 2 - Zoning and Notification

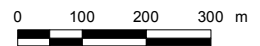
Lands off Terence Bay Road
Whites Lake

HALIFAX

 Area of proposed development agreement

 Area of notification

- Zone**
- RA-3 Residential A-3
 - C-2 General Business
 - P-2 Community Facility
 - P-3 Conservation



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 District 4
(Prospect) Plan Area

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 east side of Terence Bay Road, Whites Lake, Harrietsfield, and which said lands are more particularly described in Schedule A hereto (hereinafter called the "Lands");

AND WHEREAS the Developer has requested that the Municipality enter into a Development Agreement to allow for a Classic Open Space Design Development of up to a hundred and ninety-five (195) dwellings units and other associated land uses on the Lands, pursuant to the provisions of the *Halifax Regional Municipality Charter* and pursuant to Policies G-18 of the Regional Municipal Planning Strategy (2014), and Policies S-15 and S-16 of the Regional Municipal Planning Strategy (2006);

AND WHEREAS the Halifax and West Community Council for the Municipality approved this request at a meeting held on **[Insert - Date]**, referenced as Municipal Case **19136**;

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

PART 1: GENERAL REQUIREMENTS AND ADMINISTRATION

1.1 Applicability of Agreement

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

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

Except as otherwise provided for herein, the development, use and subdivision of the Lands shall comply with the requirements of the Land Use By-law for Planning District 4 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. "Block" 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-saq. (*See definitions of "Home Sites" and "Developable Area"*)
- b. "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.
- c. "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;
- d. "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 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;
- e. "Common Shared Private Driveway" means a shared private driveway in the Developable Area which provides access from a Provincial street or road to the Developable Area and individual Home Sites;
- f. "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;
- g. "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, townhouses, accessory buildings, lawns, and grading alterations, wells and on-site septic systems.
- h. "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.
- i. "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;
- j. "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.

- k. "Home Site" means a specific area designated for an individual single unit dwelling, two-unit dwelling, townhouse, accessory buildings, and home businesses with an individual single unit dwelling, two-unit dwelling, and townhouse.
- l. "Home Site Driveway" means a driveway providing access to a Home Site from the Common Shared Private Driveway.
- m. "Landscape Architect" means a professional, full member in good standing with the Canadian Society of Landscape Architects;
- n. "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.
- o. "Recreation Facility" means an open space, recreational area, place or lands, owned, operated and maintained in whole by a private organization or the condominium for the Lands on a commercial basis or for members only, designed and equipped for the conduct of sports, leisure time activities and other customary and usual recreational activities; and

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 **19136**:

Schedule A	Legal Description of the Lands
Schedule B	Developable Area and Common Open Space Plan
Schedule C	Lot Consolidation Plan
Schedule D	Phasing Plan
Schedule E	Concept Plan – Phase 1
Schedule F	Concept Plan – Phase 2
Schedule G	Concept Plan – Phase 3

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 a hundred and ninety-five (195) 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); and
 - iii. Townhouses, up to a maximum of 6 units per Block;
- c. Further to Section 3.2.1(b), a maximum of two (2) Model or Display Homes per phase shall be permitted, as part of the total number of dwellings in each phase;
- d. Accessory buildings and structures, as provided in Subsections 3.9.6 and 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 Facilities.

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 Notwithstanding 3.3.1, no development, including Home Site and Home Site Driveways, shall have direct access on Terence Bay Road.

3.3.3 The location of the Common Shared Private Driveway intersecting with Terence Bay Road shall be as shown on Schedule B.

3.3.4 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 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 Prior to the issuance of any municipal permits, a subdivision application to consolidate Parcels A, B, C and D, as labelled on Schedule C, shall be approved by the Development Officer in accordance with the Regional Subdivisions By-law.

3.4.2 Subdivision required for separate condominium corporation(s) may be permitted on the Lands.

3.4.3 This Agreement shall be deemed to meet the requirements of the Regional Subdivision By-law with respect to concept plan approval.

3.5 Phasing

3.5.1 Development of the Lands shall be completed in three (3) consecutive phases, as shown on Schedules D through G, and shall consist of the following:

- a. Phase 1 shall consist of up to 65 dwelling units;
- b. Phase 2 shall consist of up to 61 dwelling units; and
- c. Phase 3 shall consist of up to 69 dwelling units.

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. 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 Open Space. At no time shall the number of units on the Lands exceed 195 units.

3.5.3 Upon the completion of Phase 2, the Developer shall provide the Development Officer written confirmation that 60% of the Lands are 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 or site work for Phases 2 and 3 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 Level II Hydrogeological Assessment of each phase shall include a detailed survey of existing wells in the previous phase(s) 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 shall 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 Level II Hydrogeological Assessment of each phase shall include a re-assessment of the sustainable yield for Phases 1, 2 and 3 combined.

3.6 Requirements Prior to Permit Approvals for Phase 1

- 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 Phase 1, except for what is necessary for the supplementary Level II Hydrogeological Assessment as required in this section, the Developer shall:
- a. Submit a subdivision application for lot consolidation on the Lands, in accordance with Subsection 3.4.1 of this Agreement, and receive approval from the Municipality.
 - b. Provide a detailed intersection design drawings for each stage of construction of the Terence Bay Road left turn lane (with and without the left turn lane) which is to be reviewed and approved by Nova Scotia Transportation and Infrastructure Renewal. Further, the Developer has the option of constructing the left turn lane prior to the commencement of Phase 1 or Phase 2. If the left turn lane is constructed prior to the start of Phase 1, an intersection design without the left turn lane is not required. Any additional right-of-way required to accommodate this improvement shall be provided to Nova Scotia Transportation and Infrastructure Renewal at no cost.
 - c. Provide a supplementary Level II Hydrogeological Assessment that determines water quality and quantity levels for Phase 1. 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 or quality in the local aquifer for the remaining unapproved dwellings, the number of permitted dwellings shall be reduced to a point where there is adequate groundwater. In order to carry out the Level II Hydrogeological Assessment, the Developer is permitted to clear only one pathway per Phase, which shall not exceed 3 meters (9.84 feet) in width.
 - d. Provide a detailed design of the Common Shared Private Driveway in Phase 1, in accordance with Section 3.10 of this Agreement and the standards of the National Building Code.
 - e. Provide a detailed Site Grading and Stormwater Management Plan for the Lands, in accordance with Subsections 5.1.1(c) and 5.1.1(d) of this Agreement. The Site Grading and Storm Management Plan shall be reviewed and approved by Nova Scotia Transportation and Infrastructure Renewal prior to the commencement of Phase 1.
 - f. Provide a detailed Site Disturbance Plan for Phase 1, in accordance with Subsection 5.1.1(a) of this Agreement.

- g. Provide a detailed Erosion and Sedimentation Control Plan for Phase 1, in accordance with Subsection 5.1.1(b) of this Agreement.
 - h. Obtain the necessary permits for all required servicing work from Nova Scotia Transportation and Infrastructure Renewal.
- 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 Phase 1, 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 shall 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 Phase 1 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. Construct the necessary services for Phase 1, 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, respectively; and
 - d. Site plans prepared and endorsed by a Professional Engineer that shows the following:
 - i. Dwelling footprints, the location of all other structures, including setbacks from adjacent Home Sites, 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 the National Building Code and as approved by the Municipality's Fire Services;
 - 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 At the time of the issuance of the first Occupancy Permit within Phase 1, the Developer shall provide the necessary inspections and acceptance of work completed to the Development Officer, including but not limited to:
- a. Certification from a Professional Engineer of the construction of the Common Shared Private Driveways for Phase 1 in accordance with Section 3.10;

- b. A certificate from a N.S. Land Surveyor certifying the location of the Common Shared Driveways on the Lands;
 - c. Inspection and acceptance of the Common Shared Private Driveway for Phase 1 as required by Fire Services for Designated Fire Lanes, if required;
 - d. Certification from a Professional Engineer indicating that the Developer has complied with the Erosion and Sedimentation Control Plan required pursuant to Subsection 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 Subsection 5.1.1(c) of this Agreement.
- 3.6.5 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. Upon the issuance of an Occupancy Permit, the Developer shall comply 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 Phases 2 and 3

- 3.7.1 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 Phases 2 and 3, except for what is necessary for the supplementary Level II Hydrogeological Assessment as required in this Section, the Developer shall:
- a. Provide a supplementary Level II Hydrogeological Assessment that determines water quality and quantity levels for each phase. 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 or quality in the local aquifer for the remaining unapproved dwellings, the number of permitted dwellings shall be reduced to a point where there is adequate groundwater. In order to carry out the Level II Hydrogeological Assessment, the Developer is permitted to clear only one pathway per Phase, which shall not exceed 3 meters (9.84 feet) in width.
 - b. Provide a detailed design of the Common Shared Private Driveways in Phases 2 and 3, in accordance with Section 3.10 of this Agreement and the standards of the National Building Code.
 - c. Provide a detailed Site Disturbance Plan for Phases 2 and 3, in accordance with Subsection 5.1.1(a) of this Agreement.
 - d. Provide a detailed Erosion and Sedimentation Control Plan for Phases 2 and 3, in accordance with Subsection 5.1.1(b) of this Agreement.
 - e. Obtain the necessary permits for all required servicing work from Nova Scotia Transportation and Infrastructure Renewal.
- 3.7.2 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 Phases 2 and 3, 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 shall be removed after the issuance of an Occupancy Permit for the dwelling.

3.7.3 In addition to the requirements of the Municipality, an application for the first Development Permit for a dwelling in Phases 2 and 3 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. Construct the necessary services for Phases 2 and 3, 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, respectively; and
- d. Site plans prepared and endorsed by a Professional Engineer that shows the following:
 - i. Dwelling footprints, the location of all other structures, including setbacks from adjacent Home Site, 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 the National Building Code and as approved by the Municipality's Fire Services;
 - iii. The location of the Common Open Space delineation pursuant to Section 3.7.2 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.

3.7.4 At the time of the issuance of the first Occupancy Permit within Phases 2 and 3, the Developer shall provide the necessary inspections and acceptance of work completed to the Development Officer, including but not limited to:

- a. Certification from a Professional Engineer of the construction of the Common Shared Private Driveways for Phases 2 and 3 in accordance with Section 3.10;
- b. A certificate from a N.S. Land Surveyor certifying the location of the Common Shared Driveways on the Lands;
- c. Inspection and acceptance of the Common Shared Private Driveway for Phases 2 and 3 as required by Fire Services for Designated Fire Lanes, if required;

- d. Certification from a Professional Engineer indicating that the Developer has complied with the Erosion and Sedimentation Control Plan required pursuant to Subsection 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 Subsection 5.1.1(c) of this Agreement.
- 3.7.5 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. Upon the issuance of an Occupancy Permit, the Developer shall comply 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.

3.8 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 7.6 metres (25 feet), not inclusive of parking areas, provided that the units are:
- a. Up to 2 Blocks of 4-single unit dwellings;
 - b. Up to 2 Blocks of 4-two unit dwellings (semi-detached or duplex); and
 - c. Up to 6 townhouses per Block.
- 3.8.4 Home Site Driveways for Blocks, identified in Section 3.8.3, shall comply with the requirements of the National Building Code for required access routes for the Municipality's Fire Services.
- 3.8.5 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 Driveways.

3.9 Siting and Architectural Requirements - All Phases

- 3.9.1 Notwithstanding Section 4.2 of the Land Use By-law for Planning District 4, 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 4.13 of the Land Use By-law for Planning District 4, window bays and solar collectors, and exterior enclosed staircases, balconies, porches, and verandas shall not encroach into a required setback from property lines and Home Sites.
- 3.9.3 All development in this Agreement shall be subject to the requirements of Section 4.19 of the Land Use By-law for Planning District 4, as amended from time-to-time, concerning watercourse setbacks and buffers.
- 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, except under the following circumstances:

- a. the structure, or main building in which the structure is attached to, cannot be placed elsewhere on the Lands without meeting all other requirements of this Agreement or without significantly disturbing the grades on the Lands, as determined by the Development Officer;
- b. a letter is provided from a qualified professional, such as but not limited to a Landscape Architect, confirming that the encroachment will not significantly impact the watercourse or buffer area;
- c. activity is limited to the placement of one accessory structure or one attached deck not exceeding a footprint of 20 square metres (215.3 square feet) or a combination of an accessory structure and attached deck not exceeding 20 square metres (215.3 square feet) for each Home Site; and
- d. no portion of the building or structure is located within the Common Open Space, as shown on Schedule B.

Dwelling Units:

- 3.9.5 Dwelling units shall be located within the limits of the Developable Area as generally illustrated on Schedule B and subject to the following requirements:
- a. No portion of a dwelling shall be located less than 6.1 meters (20 feet) from a Common Shared Private Driveway;
 - b. 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;
 - c. No portion of a dwelling shall be located less than 4.8 metres (16 feet) from any other dwelling on the Lands;
 - d. The maximum Footprint of a single unit dwelling, each unit of a two unit dwelling or each unit of a townhouse unit 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); and
 - e. The maximum height of a single unit dwelling, two-unit dwelling or townhouse shall not exceed a height of 10.67 meters (35 feet). Height shall be measured as per the Land Use By-law for Planning District 4.

Accessory Buildings and Structures:

- 3.9.6 Within the Developable Area, each single unit dwelling, two unit dwelling or townhouse unit 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; and
 - c. The maximum height of the building or structure shall not exceed 6.1 meters (20 feet). Height shall be measured as per the Planning Districts 4 Land Use By-law.

- 3.9.7 Accessory buildings for common use in all phases shall be limited to ten (10) 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 a building or structure shall be located less than 6.1 meters (20 feet) from a Common Shared Private Driveway;
 - c. No portion of a building or structure shall be located less than 3.05 meters (10 feet) from the boundary of the Lands;
 - d. No portion of a building or structure shall be located less than 6.1 meters (20 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 Planning Districts 4 Land Use Bylaw; and
 - f. A 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.

3.10 Common Shared Private Driveway, Access and Parking Requirements

- 3.10.1 After having received approval from Nova Scotia Transportation and Infrastructure Renewal, the Developer is responsible for the construction of a left turn lane on Terence Bay Road, at the intersection of the Common Shared Driveway, prior to the issuance of the building permit for the 66th dwelling unit. Any additional right-of-way required to accommodate this improvement shall be provided to Nova Scotia Transportation and Infrastructure Renewal at no cost.
- 3.10.2 Prior to the issuance of a Development Permit for the first dwelling in Phase 2, and after having received approval from Nova Scotia Transportation and Infrastructure Renewal, the Common Shared Driveway shall be constructed to connect with the existing Delmerle Drive travelled way.
- 3.10.3 Access to the Home Sites shall be via a Home Site Driveway off a Common Shared Private Driveway. Common Shared Private Driveway names are subject to the requirements of the Civic Addressing By-law.
- 3.10.4 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).
- 3.10.5 The access location on Terence Bay Road to the development shall comply with stopping sight distance and intersection spacing requirements of Nova Scotia Transportation and Infrastructure Renewal.
- 3.10.6 All Common Shared Private Driveways shall comply with the requirements of the National Building Code for required access routes for the Municipality's Fire Services.
- 3.10.7 A vehicle turnaround area for the Municipality's Fire Services use shall be provided for each Phase, and shall 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 At the time of issuance the first Occupancy Permit for each phase, the Developer shall submit to the Development Officer a letter prepared by a member in good standing of the Canadian Society of Landscape Architects certifying that all landscaping has been completed according to the terms of this Development Agreement.
- 3.11.2 All plant material shall conform to the *Canadian Nursery Trades Association Metric Guide Specifications and Standards*, as amended from time to time.
- 3.11.3 All disturbed areas shall be re-graded and stabilized with suitable materials as per the direction of the Development Officer.
- 3.11.4 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.
- 3.11.5 Further to Subsection 3.11.4 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) shall be approved in writing by the Development Officer and the Developer shall provide evidence that a Certified Arborist, Forester or Landscape Architect has been engaged.
- 3.11.6 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.
- 3.11.7 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 shall 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.
- 3.11.8 The Developer shall provide parkland and trails as generally shown on the Schedule B.
- 3.11.9 All elements identified in Subsection 3.11.8 are private, and shall 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 Planning District 4, as amended from time to time.
- 3.12.2 One (1) ground sign for community name shall be permitted, in conformance with the following requirements:
- a. The community name sign shall be permitted at the entrance to the Lands from Terence Bay Road. The sign shall be located on the Lands and the specific location of such a sign is subject to approval by the Development Officer and Development Engineer;
 - b. The 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 3.12.2 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 System

- 3.15.1 The Lands shall be serviced through privately owned and operated on-site sewage treatment systems. The Developer shall have a qualified professional prepare and submit to Nova Scotia Environment, and any other relevant agency, a design for any onsite 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 systems.
- 3.15.2 The on-site treatment system shall provide appropriate disinfection and tertiary treatment before the treated effluent is dispersed onsite 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 the first 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 shall 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 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 the first 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, garbage removal and snow and ice control.
- 3.17.2 The Municipality shall not be responsible for any aspects of maintenance of the on-site water distribution system, on-site sewage treatment system, Common Shared Private Driveways, 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; and
- 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.
- d. Further to 5.1.1 (c), the Site Grading and Storm Management Plan shall be reviewed and approved by Nova Scotia Transportation and Infrastructure Renewal 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 drainage infrastructure owned by Nova Scotia Transportation and Infrastructure Renewal (e.g. Terence Bay Road ditches & driveway culverts, Route 333 cross-culverts), 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 Schedule D, 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 on the Lands does not exceed 195 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 on the Lands does not exceed 195 units;
 - c. The granting of an extension to the date of commencement of construction as identified in Section 7.3 of this Agreement; and
 - d. The length of time for the completion of the development as identified in Section 7.4 of this Agreement.

6.2 Substantive Amendments

Amendments to any matters not identified under Section 6.1 of this Agreement shall be deemed substantive and may only be amended in accordance with the approval requirements of the *Halifax Regional Municipality Charter*.

PART 7: REGISTRATION, EFFECT OF CONVEYANCES AND DISCHARGE

7.1 Registration

A copy of this Agreement and every amendment or discharge of this Agreement shall be recorded at the Registry of Deeds or Land Registry Office at Halifax, Nova Scotia and the Developer shall incur all costs in recording such documents.

7.2 Subsequent Owners

7.2.1 This Agreement shall be binding upon the parties hereto, their heirs, successors, assigns, mortgagees, lessees and all subsequent owners, and shall run with the Lands which are the subject of this Agreement until this Agreement is discharged by Council.

7.2.2 Upon the transfer of title to any lots, the subsequent owners thereof shall observe and perform the terms and conditions of this Agreement to the extent applicable to the lots.

7.3 Commencement of Development

7.3.1 In the event that development on the Lands has not commenced within **three (3) years** from the date of registration of this Agreement at the Registry of Deeds or Land Registry Office, as indicated herein, the Agreement shall have no further force or effect and henceforth the development of the Lands shall conform with the provisions of the Land Use By-law.

7.3.2 For the purpose of this section, 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 **fifteen (15) years** from the date of registration of this Agreement at the Registry of Deeds or Land Registry Office, as indicated herein, the Agreement shall have no further force or effect and henceforth the development of the Lands shall conform with the provisions of the Land Use By-law.

7.4.4 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

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

Witness

Witness

Per: _____

HALIFAX REGIONAL MUNICIPALITY

Per: _____

MAYOR

Per: _____

MUNICIPAL CLERK

**ATTACHMENT B:
Review of Relevant Policies –
Regional Municipal Planning Strategy (RMPS)**

The proposal may be considered by Council through the following applicable policies of the Regional Municipal Planning Strategy (2006 and 2014):

Applicable Policies	Staff Comments
<p>Regional Municipal Planning Strategy (2014) Chapter 9: Governance and Implementation</p> <p>Section 9.8 - Effectiveness:</p> <p><i>Policy G-18: Where any completed development agreement application was received by HRM prior to Council's <u>first notification</u> to adopt this Regional Plan, the application shall be considered in accordance with Regional Plan policies in effect at the time the application was received.</i></p>	<p>Applications for Open Space Design are deemed complete when the request proceeds through two planning process stages. A Stage I consists of an internal review of the request against applicable policies. A Stage II includes detailed reviews, public consultation session(s) and drafting a development agreement for Council to consider.</p> <p>The proposal was processed under the Stage I process in February-March, 2013. Further, the application for Stage II was opened on March 5, 2014, which is prior to Council's first notification to adopt the amendments to the RMPS (May 31st, 2014).</p>
Applicable Policies	Staff Comments
<p>Regional Municipal Planning Strategy (2006)</p> <p>Open Space Design Policies:</p> <p><i>Policy 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.</i></p> <p><i>HRM will consider permitting the maximum density of such developments to one unit per hectare of gross site area.</i></p> <p>[As per Policy S-16 (2006), for classic open space developments, maximum density is 1 unit per 4000 square metres.]</p>	<p>The lands are located within the Rural Commuter Designation of the Regional Plan (2006 and 2014), and within the Planning District 4 (Prospect) Planning Area.</p>
<p><i>In considering approval of such development agreements, HRM shall consider the following:</i></p>	

<p>a) <i>where the development is to be serviced by groundwater and as determined through a hydrogeological assessment conducted by a qualified professional, that there is an adequate supply of ground water to service the development and that the proposed development will not adversely affect groundwater supply in adjacent developments;</i></p>	<p>A Level I and a preliminary Level II hydrogeological assessments were prepared and submitted by the applicant, and were peer reviewed by CBCL, HRM's consultant for such reviews. It has been concluded that there is adequate groundwater to service Phase 1 of the development for 65 dwellings. Before the development can proceed to Phases 2 and 3, the proposed development agreement requires supplementary hydrogeological assessments to be submitted. If the future assessments identify insufficient quantity or quality 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 the dwellings.</p>
<p>a) <i>that there is sufficient traffic capacity to service the development;</i></p>	<p>A Traffic Impact Statement (TIS) was submitted by the applicant, and reviewed by HRM Development Engineering and Nova Scotia Transportation and Infrastructure Renewal (NSTIR). It has been concluded that the development would have some impacts on the Terence Bay Road. As such, the Developer is responsible for the construction of a left turn lane on Terence Bay Road at the intersection of the Common Shared Driveway prior to the commencement of Phase 1 <u>or</u> Phase 2, after receiving approval from NSTIR.</p>
<p>b) <i>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 mixture of residential unit types that include:</p> <ul style="list-style-type: none"> • single unit dwellings; • two unit dwellings; • townhouses (up to 6 units per block); • accessory buildings; • business uses in conjunction with a home based businesses (excluding day care facilities, and bed and breakfast operations); and • Private recreation facilities.
<p>c) <i>whether soil conditions and other relevant criteria to support on-site sewage disposal systems can be met;</i></p>	<p>The developer is proposing three types of on-site sewage treatment facilities which use will depend on site conditions, soil type (on-site testing indicates Class 1 and 2 types soils), slope, depth and flow rate. Based on information to date, the soil conditions will support the proposed system types and the flexibility of choosing from these three systems will adequately address policy concerns regarding the capacity of the soils to handle the wastes generated. The proposed development agreement requires disinfection and tertiary level treatment of the effluent before dispersal into the soils, in accordance with all NSE regulations.</p>

<p>d) <i>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></p>	<p>The cluster type of residential development minimizes extent of road development through use of common shared driveways to accommodate three to 40 dwelling units. If the total number of units (195) were located along a public road as in a traditional subdivision pattern with 100 feet frontages a significantly longer road network would be required. Therefore, Staff has determined that the cluster development pattern minimizes the extent of road development. All dwellings and accessory buildings are required by the proposed development agreement to have appropriate fire safety separations.</p>
<p>e) <i>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></p>	<p>This policy provision applies to the Hybrid form of Open Space Design and not the Classic form.</p>
<p>f) <i>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></p>	<p>This policy provision applies to the Hybrid form of Open Space Design and not the Classic form.</p>
<p>g) <i>that the development is designed to retain the non-disturbance areas and to maintain connectivity with any open space on adjacent parcels;</i></p>	<p>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 are private parks and trails set within the common open space. The connectivity of the lands with open spaces on adjacent parcels cannot be achieved due to wetlands and watercourse buffers.</p>
<p>h) <i>connectivity of open space is given priority over road connections if the development can be sited on the parcel without jeopardizing safety standards;</i></p>	<p>The 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.</p>
<p>i) <i>trails and natural networks, as generally shown on Map 3 or a future Open Space Functional Plan, are delineated on site and preserved;</i></p>	<p>The lands are not affected by any of the trails or natural networks identified on Map 3 of the Regional MPS (2006).</p>
<p>j) <i>parks and natural corridors, as generally shown on Map 4 or a future Open Space Functional Plan, are delineated on site and preserved;</i></p>	<p>Parks and Natural Corridors shown on Map 4 of the Regional MPS (2006) lie considerably north of the lands, and are not delineated on the lands.</p>
<p>k) <i>that the proposed roads and building sites do not significantly impact upon any primary conservation area, including riparian buffers, wetlands, 1 in 100 year floodplains, rock outcroppings, slopes in excess of 30%, agricultural soils and archaeological sites;</i></p>	<p>The proposed private driveway (not a public street) and 40% developable area do not appear to significantly impact the listed primary conservation features.</p>

<p><i>l) the proposed road and building sites do not encroach upon or are designed to retain features such as any significant habitat, scenic vistas, historic buildings, pastoral landscapes, military installations, mature forest, stone walls, and other design features that capture elements of rural character;</i></p>	<p>The proposed private driveway (not a public street) and building sites should not impact the listed secondary conservation features.</p>
<p><i>m) that the roads are designed to appropriate standards as per Policy T-2;</i></p>	<p>The proposal is for a bareland condominium, so there will be no new public streets. The proposed development agreement requires that the Common Shared Driveways comply with the requirements of the National Building Code standards to provide safe access and turning radii for fire vehicles.</p>
<p><i>n) views of the open space elements are maximized throughout the development;</i></p>	<p>Views of the open space design were taken into account when designing the development. Views for the future residents have influenced the location of the residential development and private parkland to optimize views.</p>
<p><i>o) opportunities to orient development to maximize the capture of solar energy;</i></p>	<p>The developer has designed the development such that a majority of dwellings will be oriented to capture solar energy. Individual building design will not be covered by the development agreement.</p>
<p><i>p) the proposed residential dwellings are a minimum of 800 metres away from any permanent extractive facility;</i></p>	<p>There are no permanent extractive facilities within 800 metres of the subject lands.</p>
<p><i>q) the proposed development will not significantly impact any natural resource use and that there is sufficient buffering between any existing resource use and the proposed development to mitigate future community concerns; and</i></p>	<p>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.</p>
<p><i>r) consideration be given to any other matter relating to the impact of the development upon surrounding uses or upon the general community, as contained in Policy IM-15.</i></p>	<p>The impact on local schools is addressed in Policy IM-15.</p>

Regional Municipal Planning Strategy (2006)

Open Space Design Policies:

Policy 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:

Applicable Policies	Staff Comments
<p><i>a) the criteria specified in Policy S-15, with the exception of items (f) and (g); and</i></p>	<p>Addressed previously.</p>

<p>b) <i>that the common open space cannot be used for any other purpose than for passive recreation, forestry, agriculture or conservation-related use except for a portion of which may be used as a village common for active recreation or the location of community facilities designed to service the development.</i></p>	<p>It is anticipated that a condominium will own the entire property. At least 60% of the property will be designated as open space, which will be mainly wetlands and watercourse buffers, and some active/passive recreation areas (e.g. tot lot, gazebos). The 40% non-open space areas (i.e. "disturbed" area) will include the driveways and the individual building lots.</p>
<p>Policy IM-15: <i>In considering development agreements or amendments to land use by-laws, in addition to all other criteria as set out in various policies of this Plan, HRM shall consider the following:</i></p>	
<p>a) that the proposal is not premature or inappropriate by reason of:</p>	
<p>i) <i>the financial capability of HRM to absorb any costs relating to the development;</i></p>	<p>The developer will be responsible for the costs required by the proposed development.</p>
<p>ii) <i>the adequacy of municipal wastewater facilities, stormwater systems or water distribution systems;</i></p>	<p>The proposed development is outside of the municipally serviced area. The Stormwater Management Plan required under the proposed development agreement will adequately address runoff as it must meet municipal standards.</p>
<p>iii) <i>the proximity of the proposed development to schools, recreation or other community facilities and the capability of these services to absorb any additional demands;</i></p>	<p>The proposed development is within close proximity to Brookside, Hatchet Lake, Goodwood and Halifax.</p>
<p>iv) <i>the adequacy of road networks leading to or within the development;</i></p>	<p>Nova Scotia Transportation and Infrastructure Renewal (NSTIR) accepted the final Traffic Impact Study prepared by WSP Group for the 195-unit residential development at this time. NSTIR requires a left turn lane at the intersection of the development with Terence Bay Road to be constructed prior to the commencement of Phase 1 or Phase 2. These provincial upgrades will be dealt with through agreements between the developer and the NSTIR.</p>
<p>v) <i>the potential for damage to or for destruction of designated historic buildings and sites;</i></p>	<p>No registered heritage properties will be affected by this proposal.</p>
<p>b) <i>that controls are placed on the proposed development so as to reduce conflict with any adjacent or nearby land uses by reason of:</i></p>	
<p>i) <i>type of use;</i></p>	<p>Residential uses with associated parkland/open space uses are permitted. These uses are compatible with adjacent residential development to the north, west and south. The 60% of the lands are retained as common open space, which is tree covered or relatively non-altered, reduces potential conflict within nearby land uses.</p>

<p><i>ii) height, bulk and lot coverage of any proposed building;</i></p>	<p>The proposed development agreement allows for a mixture of residential unit types that include:</p> <ul style="list-style-type: none"> • single unit dwellings; • two unit dwellings; • townhouses (up to 6 units per block); • accessory buildings; • business uses in conjunction with a home based businesses (excluding day care facilities, and bed and breakfast operations); and private recreation facilities. <p>The maximum height and footprint permitted for dwellings is 35 feet in height and 3000 square feet in area. Locations of dwellings within the developable area is determined by:</p> <ul style="list-style-type: none"> • the separation distances/setbacks from other buildings and structures; • the boundary of the common open space; and • the boundary of the Common Shared Private Driveway.
<p><i>iii) traffic generation, access to and egress from the site, and parking;</i></p>	<p>As a condition of NSTIR issuing Work Within Highway Right-of-Way Permit, the developer must provide an eastbound left turn lane on Terence Bay Road at the entrance of the development.</p>
<p><i>iv) open storage;</i></p>	<p>The proposed development agreement does not permit open storage.</p>
<p><i>v) signs; and</i></p>	<p>One ground sign is permitted by the proposed development agreement to act as community identification signage and is of an appropriate scale and materials for a residential development. Driveway name signage in accordance with the Civic Addressing By-law is permitted.</p>
<p><i>c) that the proposed development is suitable in terms of the steepness of grades, soil and geological conditions, locations of watercourses, marshes or bogs and susceptibility to flooding.</i></p>	<p>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.</p>

ATTACHMENT C:
Public Information Meeting Minutes

Monday, July 21, 2014
7:00 p.m.
Prospect Road Community Centre

STAFF IN

ATTENDANCE: Dali Salih, Planner, HRM Development Approvals
Hilary Campbell, Planning Technician, HRM Development Approvals
Cara McFarlane, Planning Controller, HRM Development Approvals

ALSO IN

ATTENDANCE: Councillor Stephen Adams, District 11
Korosh Rad, Urban Planner, WSP Canada Inc.
Mike Connors, Traffic Engineer, WSP Canada Inc.
Kyle Blades, Environmental Engineer, WSP Canada Inc.
Norman Nahas, Nanco Developments, Applicant/Property Owner

PUBLIC IN

ATTENDANCE: Approximately 32

The meeting commenced at approximately 7:00 pm.

1. Call to order, purpose of meeting – Dali Salih

This Public Information Meeting (PIM) is regarding an application proposed by WSP Canada Inc., on behalf of the property owner, Nanco Developments, for a Classic Open Space Subdivision for 195 units off of Terence Bay Road in the Whites Lake area.

Ms. Salih introduced herself as the Planner facilitating this application through the planning process; Hilary Campbell and Cara McFarlane, HRM Planning Applications; Councillor Stephen Adams, District 11; Norman Nahas, Nanco Developments/Property Owner; and Kourosh Rad, Mike Connors and Kyle Blades, WSP Canada Inc./Consultants.

The purpose of the PIM is to identify that HRM has received an application, explain the planning policies and process for the application, give some background on the proposal and receive feedback from the public. This is purely for information exchange and no decisions have been made or will be made on the proposal at the PIM.

2. Presentation of Proposal – Dali Salih

The property (bounded by the red line on the screed) consists of four properties with a total area of 195 acres of land. It is bounded by Prospect Road to the north, Terence Bay to the left and Delmerle Drive to the south. The proposal is for a Classic Open Space subdivision.

The proposed plan shows 60% of the lot preserved for green open space. The remaining 40% will consist of the houses and infrastructure. The proposed houses will be serviced through a shared well and septic system which will need approval by Nova Scotia Department of Environment (NSDOE).

There are three layers of planning policies: 1) the as-of-right process (permitted land uses through the Zoning By-law); 2) if not permitted as-of-right, there may be policy in the second layer through the Municipal Planning Strategy (MPS); and 3) in this case there is policy within the Regional Plan.

Referring to the slide, the Regional Plan identifies the area in orange as the Rural Commuter Designation and the Natural Resource Designation is in the darker shade. The Regional Plan focusses open space development by keeping construction away from sensitive areas which in this case is the Natural Resource area.

The Rural Commuter policies allow Community Council to consider an Open Space Design through what is called a development agreement process. A development agreement is a legal contract between HRM and the property owner that consists of regulations, terms and conditions that the property owner must comply with.

There are two types of Open Space Design subdivisions that fall under the Rural Commuter policies, Classic and Hybrid. The Classic Open Space would have a private driveway and allows for 40% of the property to be developed (1 unit per acre – 4,000 square feet) while 60% must remain undisturbed. The property would be owned by an entity like a condominium corporation who would be responsible for the maintenance of the site. The Hybrid Open Space qualifies as a regular subdivision where the road would be owned by HRM and the land would be subdivided. Only 20% of the individual lots can be developed while 80% must remain undisturbed.

3. Presentation of Proposal – Kourosh Rad, Urban Planner, WSP Canada Inc.

The proposed site is 195 acres in size with frontage on Prospect Road but there is no direct access to the site. The two proposed accesses were shown on the slide.

The current development right is RA (Residential A) which allows for single unit dwellings and two unit dwellings. Proposed is an Open Space Design development. Open Space Design development is a creative form of subdivision design that preserves most of the property and only uses the areas that are required for development in a cluster form. There are many primary conservation features that need to be preserved in order to go ahead with this type of development: buffers and setbacks from watercourses; wetlands are completely avoided for this development; endangered species; 1:100 year floodplain; etc. Some secondary conservation features include: heritage properties; historic features; mature forests and other vegetations; parks; current land uses; etc.

In order to go ahead with the proposed development, a Stage I development was done to identify conservation features within the property and 600 metres beyond. Following that, a Concept Plan was produced. It is slightly different from what was presented at the previous public meeting. The Plan shows two access points (shown), a total of 195 units proposed with close to 65% of the land preserved. In some areas, trails will be slightly improved to allow for trail connection. A configuration plan was shown depicting what the development would look like if owned by a Condominium Corporation. There is a sewage treatment facility proposed (shown) to service the shared wells (depending on how much water is available for the well once dug). All roads are privately owned and would be maintained by the Condominium Corporation.

Many tests and studies have been performed including: a) Groundwater Level I and II Assessment; b) an extensive Traffic Impact Study done; c) Sewage Treatment Facility (preliminary design to ensure it would work on the site); and d) Stormwater Management Plan (ensure pre and post development will maintain at a healthy recharge of the water table).

The community contributions as a result of this development include: a) private roads (maintained by the Condo Corporation and be no burden to HRM); b) shared wells; c) trail access and open spaces (most available to the public); and d) help strengthen the community as a whole.

4. Presentation on Traffic – Mike Connors, Traffic Engineer, WSP Canada Inc.

As part of this study, traffic volumes were projected to 2023 and 2028. The study indicated that a left turning lane at the Prospect Road/Terence Bay Road is presently warranted in addition to the future. Through discussions with Nova Scotia Transportation Infrastructure and Renewal (NSTIR), they would install the warranted left-hand turning lane.

A left-hand turning lane will also be warranted at the intersection of Terence Bay Road and the access to the new site at some point in the future (after about 65 units are occupied). The left-hand lane warrant is based on the amount of proceeding traffic versus the amount of traffic proposed and the amount of left turns that are occurring. Based on analysis, the intersection at Prospect Road and Terence Bay Road has a fair amount of capacity now and will continue to have capacity in the future especially given the installation of a left-hand turning lane.

5. Presentation on Ground Water Level I and II Assessments - Kyle Blades, Environmental Engineer, WSP Canada Inc.

Conservation of wetlands and watercourses, and any alterations to them, is regulated by the Province under their Wetland Conservation Policy. Therefore, infilling a wetland to create a road requires additional studies on top of the delineation already done. This proposal includes one area where a road crosses a wetland and this will require a permit at that stage. It is best for a developer to avoid wetlands. Major wetlands were shown on the slide.

The Groundwater Level I Assessment is performed by visiting/analyzing the site and looking at the capacity and water quality of neighbouring wells. Based on that, a Groundwater Level II Assessment is done where test wells are drilled. In this case, three test wells were drilled and pumping tests performed on them to understand what the characteristics of the bedrock aquifer are, its ability to transmit water and how it reacts to increased pumping loads. The Assessment also shows the effects on neighbouring home owners. Results to date indicate that the groundwater quality is overall quite good and the capacity is sufficient to supply the proposed number of additional dwellings. The applicant intends to install additional test wells to make sure the same characteristics exist in other areas across the site.

One resident asked how long the wells are tested. **Mr. Blades** said it was done over a one week period. The actual pumping test was done for three days which included continuous pumping and monitoring in different conditions. The wells were pumped at a rate that is in excess of what a normal household would use.

One resident asked about fracking of the wells. **Mr. Blades** explained that the technique used by household well drillers is very different and the technique used in the oil and gas industry. Domestic well fracking does not include the use of injecting chemicals into the groundwater table. The household well drillers pressurize the well after they have drilled it to try to open up fractures that are existing in order to help water flow.

6. Overview of Planning Process – Dali Salih

The application is received by HRM; the application is reviewed by internal/external agencies and comments are provided to staff; a PIM is held; a staff report and draft development agreement are prepared and forwarded to HWCC; first reading is held and a public hearing date scheduled; HWCC will make a decision to accept or refuse the application; a 14 day appeal period will follow; and if the decision is not appealed, the development agreement is executed and registered and permits can be issued.

7. Questions and Comments

Wayne Paddock, Terence Bay Road – What protection is in place for the residence if their wells are negatively affected? **Mr. Blades** is not sure what the legal ramifications would be but it is in the best interest of the developer to avoid those issues. Prior to construction, the developer must submit a sedimentation erosion control plan. Modeling/test wells were monitored for three days to see what impacts the development would have on the surrounding watertable. Results indicate that there is more than enough water in the aquifer to support the development without impacting the surrounding land users. There may be some impact and lowering of the watertable if the development includes shared wells, but on quite a low scale. **Mr. Rad** explained that the development would be phased and there are three levels of approval (development agreement, permitting stage and occupancy permits). **Ms. Salih** explained that the development would be done by development agreement. The development agreement is a legal binding agreement with HRM and through that development agreement the developer would be required to build in phases provided the internal/external comments received are positive. In terms of protection from the development, she will ask HRM Legal Services and let him know the answer and it will also be posted to the website under the case number.

Mr. Paddock – There are 95 more units being developed across the street from this site which means 95 individual wells. **Mr. Rad** explained that the development across the street is being done as-of-right and do not require studies. The proposed development for Case 19136 has to go through an extensive approval process and numerous studies are required; therefore, minimum chance for negative impacts.

Mr. Paddock – Has any thought been given to the highway access from Swan Crescent? The traffic will

bottleneck where Terence Bay Road joins Prospect Road and it is difficult to turn there. **Mr. Connor** said the topography is not favourable for the access on that side of the site. Analysis shows that there is plenty of access capacity at that location to handle this development. Conservative projections of future traffic volumes show that it would continue to operate within acceptable limits set by HRM. **Mr. Rad** referred to another location that was looked at for access but it would not be permitted under current turn resolutions.

Doug Smith, Delmerle Drive – The traffic study estimated 146 trips in the morning and 195 in the afternoon for the development. What will be the impact on Delmerle Drive? He is concerned about extra traffic, wear and tear on the road, and the extra dust. The heavy construction traffic will be using Delmerle Drive as well. Could the developers access Delmerle Drive and Maple by Terence Bay Road to help alleviate that impact? He is also concerned about the stormwater assessment. Will the stormwater maintenance systems be subject to the new Halifax Water Stormwater tax? He also asked the applicant to show on the map where the three phases of that development would unfold. **Mr. Connor** expects a very small amount of, if any, traffic would use that access point. Most people would access the development from Terence Bay Road. **Mr. Rad** mentioned that the second entrance to the development is for emergency access as required by HRM. In terms of phasing, the three phases were shown on the slide. **Mr. Salih**, referring to the new tax, explained that it is a Provincial matter.

Rick Walsh, Delmerle Drive – There is a block of land right next to #292. Why couldn't that be used as an access to Prospect Road. **Mr. Connor** explained that it was looked at but given the topography, speed of vehicles, and the horizontal and vertical site lines, site distance requirements could not be met. It is a safety issue.

Mr. Smith – What is the time frame for the development? **Mr. Rad** said that once it is approved, the detail design will be done and then probably five to ten years for full completion.

Councillor Stephen Adams, District 11 – A pre-blast survey is done for neighbouring homes. If there is a change, the developer has insurances in place. In terms of the ditch tax, that does not apply here (from Goodwood to Peggy's Cove) as it is maintained by Department of Transportation (DOT). He will email further information on blasting, as well as the concerns around wells and quality/quantity of the water, and post it on his website.

One resident – He asked about the left-hand turning lane that is warranted now for the Prospect Road. **Mr. Connor** said that the Province has decided that they will pay to install that lane as it is warranted today without the approval of this development. **Ms. Salih** will provide the comments from DOT with respect to the left-hand turning lane on Prospect Road on the website.

Councillor Adams – He mentioned that for residents living on non-paved roads, there is a program through the Province depending on the road's classification. He asked for the names of streets and he will check to see if they qualify for paving. If so, and the residents are interested, the Province and residents split the cost.

Nancy Perrott, Terence Bay Road – She is concerned about her well and the entrance to the proposed subdivision from Terence Bay Road. It is at the bottom of a hill and into a turn. During the wintertime, it will be very challenging. There will also be problems just down from this area at Powers Road. **Mr. Connor** said that this access point does meet site distance requirements set out by the Transportation Association of Canada and HRM. Hopefully people will slow down in adverse conditions. HRM has reviewed the traffic impact study and needs to sign off on it before this can go forward. **Ms. Perrott** said that traffic at that intersection is an issue now, but with additional vehicles, it is going to be a real challenge. **Ms. Perrott** asked if residents should be approaching the Province. **Ms. Salih** encouraged the public to contact the Province regarding the left-hand turning lane.

Mr. Paddock – Overall, he thinks the proposal is good, but there needs to be some protection for wells and things of that nature.

Jerry Little, Terence Bay Road – The impact of traffic is going to be worse at the Terence Bay Road intersection as it will bottleneck at that stop sign while people are trying to enter onto the Prospect Road. **Mr. Connor** believes that the left-hand turning lane will definitely improve that to some extent during the peak hours. It certainly won't get worse. The Prospect Road will become more efficient with a left-hand turning lane.

Ms. Cooper, Delmerle Drive – She asked for an explanation on the pumping station septic system and how it will work. **Mr. Rad** explained that a preliminary design for the sewage treatment facility was done (location was shown on the plan). It is a central advanced septic system that will be monitored. **Mr. Blades** understands that everyone's sewage is going to a centralized plant where it goes through a treatment system. When discharged, the quality is regulated and, from his understanding, it would be probably better than that coming from a residential conventional system. It will all dump into the pond (shown) and filter down. There will be an operator to maintain the system. **Ms. Cooper** asked if it will end up in the river and eventually in White Lake. **Mr. Blades** said everyone's everyone's wastewater goes into the ground and eventually into the groundwater and makes its way to White Lake and so on.

Ms. Cooper asked when the test wells were done. How many superwells would there be and where would they be placed? **Mr. Blades** explained that there cannot be more than six units on one well without becoming a utility; therefore, six units per well would be the maximum which for this site would be 33 wells. Those wells would be evenly distributed over the developed portion of the site. It is a positive thing that there are wetlands on the site for groundwater recharge areas and they won't be disturbed because it is an open space subdivision. The amount of green space helps with the balance of the precipitation that falls; therefore, he doesn't believe the timing of the study would have a big impact.

Ms. Salih – The developer, providing the application is approved, is required to get Provincial approval from NSDOE on the septic system and/or sewage treatment plant and again that approval is subject to a list of requirements.

Scott Guthrie, Lakewood Drive – The two developments will potentially add another 436 vehicles onto the Prospect Road during rush hour. He hopes that as development moves forward, traffic will be closely monitored. Developers need to be more aware of not just the immediate area for traffic surveys, but also further down into the main trunk routes and access back into the city and out of the city.

Ms. Cooper – She asked for clarification on the term fracking. **Mr. Blades** understands that it is a common practice for domestic well drillers, especially in bedrock aquifers, in order for water to move through fractures in the rock and to improve the yield of the well. He gave a brief explanation on how this is done.

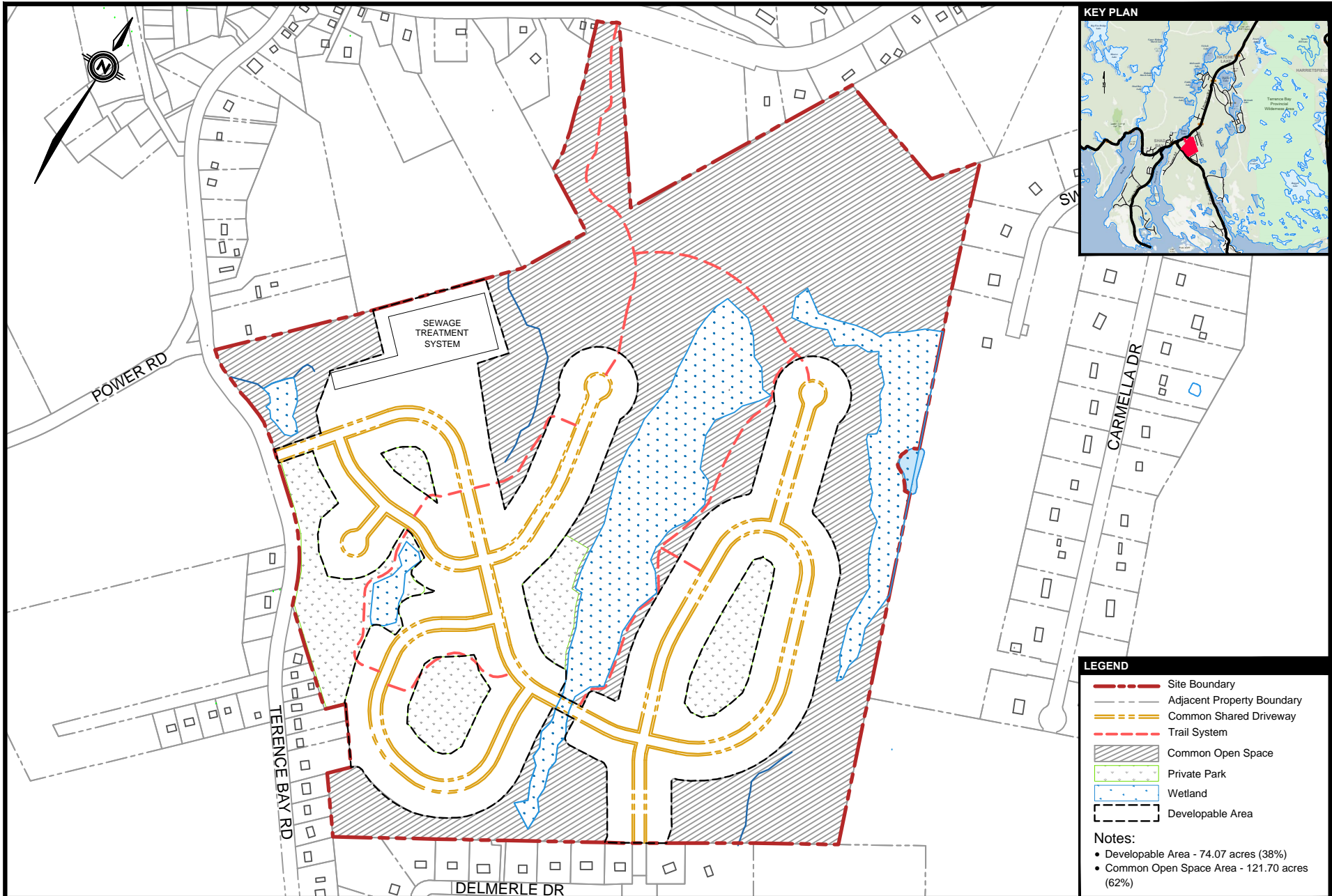
Norman Nahas, Nanco Developments, Property Owner –The main concerns of this proposal are the traffic and water (quantity and quality). Concerns regarding traffic will continually be passed onto the Province. As far as the water, there is the pre-blast survey that will take place for the entire vicinity (not sure to what distance away from blasting area) and the developer has insurance in place. The developer cannot give 100% guarantee that nothing will happen, but everything will be surveyed and looked at before and after if there are issues.

5. Closing Comments

Ms. Salih thanked everyone for coming and expressing their comments.

6. Adjournment

The meeting adjourned at approximately 8:16 p.m.



SCHEDULE B - DEVELOPABLE AREA AND COMMON OPEN SPACE PLAN
WHITES LAKE DEVELOPMENT
 Terence Bay Road, Whites Lake, Nova Scotia

SCALE: 1:7500 METRIC



DESIGNER: HANS PFEIL

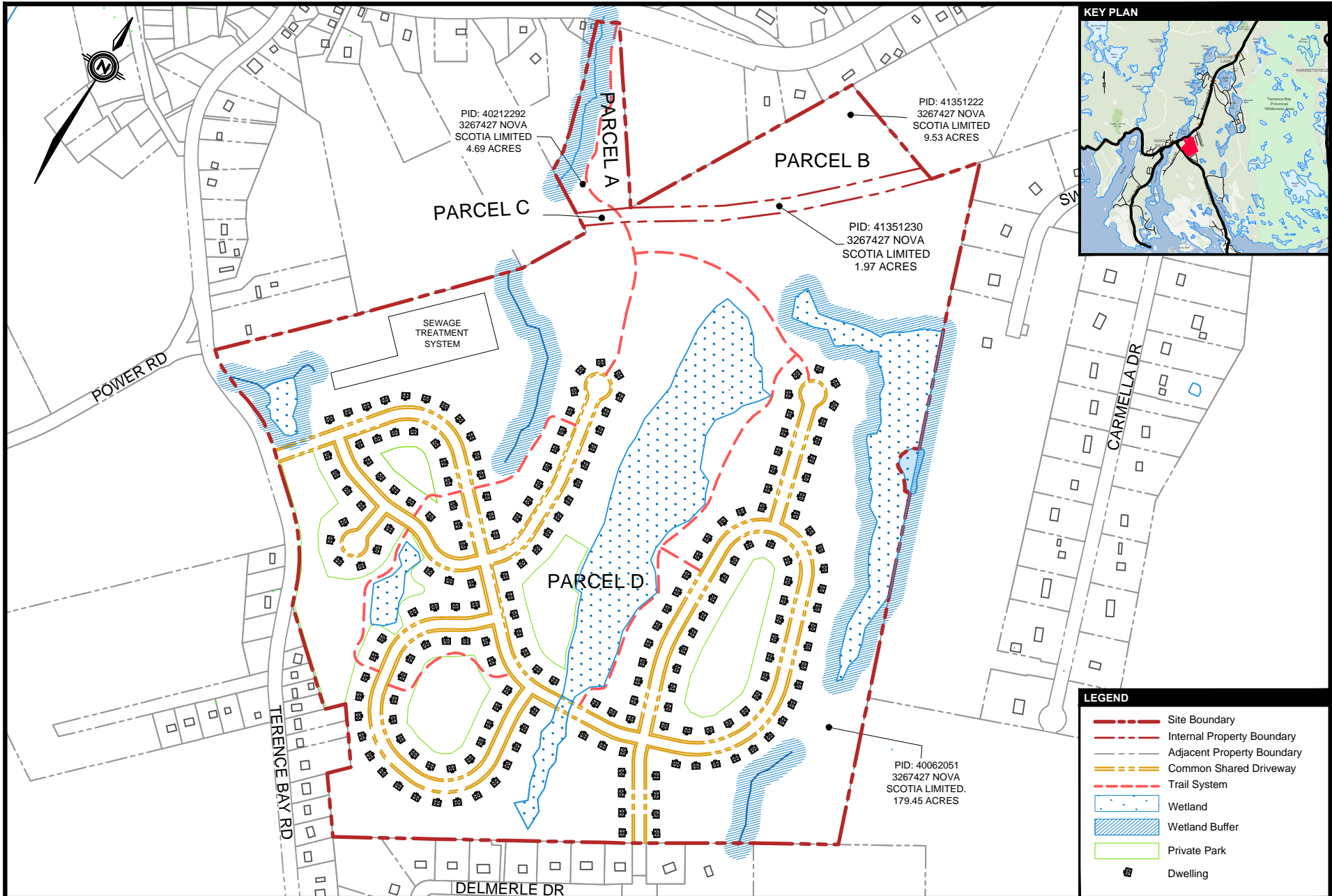
PLANNER: KOUROSH RAD

SHEET:

1 of 6

DATE:

09-APR-2015



SCHEDULE C - LOT CONSOLIDATION PLAN
WHITES LAKE DEVELOPMENT
 Terence Bay Road, Whites Lake, Nova Scotia

SCALE: 1:7500 METRIC



DESIGNER: HANS PFEIL

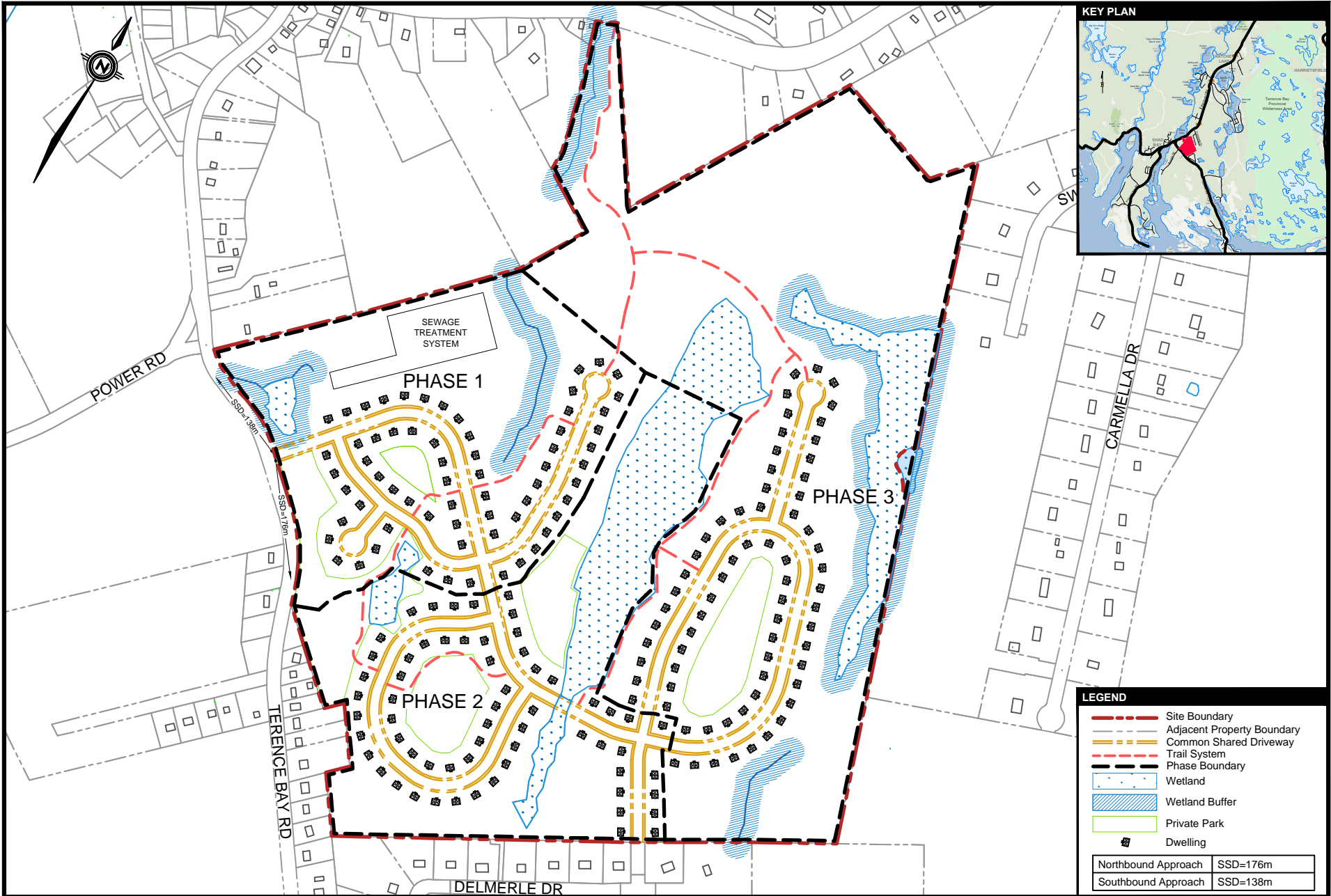
PLANNER: KOUROSH RAD

SHEET:

2 of 6

DATE:

09-APR-2015



LEGEND

- Site Boundary
- Adjacent Property Boundary
- Common Shared Driveway
- Trail System
- Phase Boundary
- Wetland
- Wetland Buffer
- Private Park
- Dwelling

Northbound Approach	SSD=176m
Southbound Approach	SSD=138m



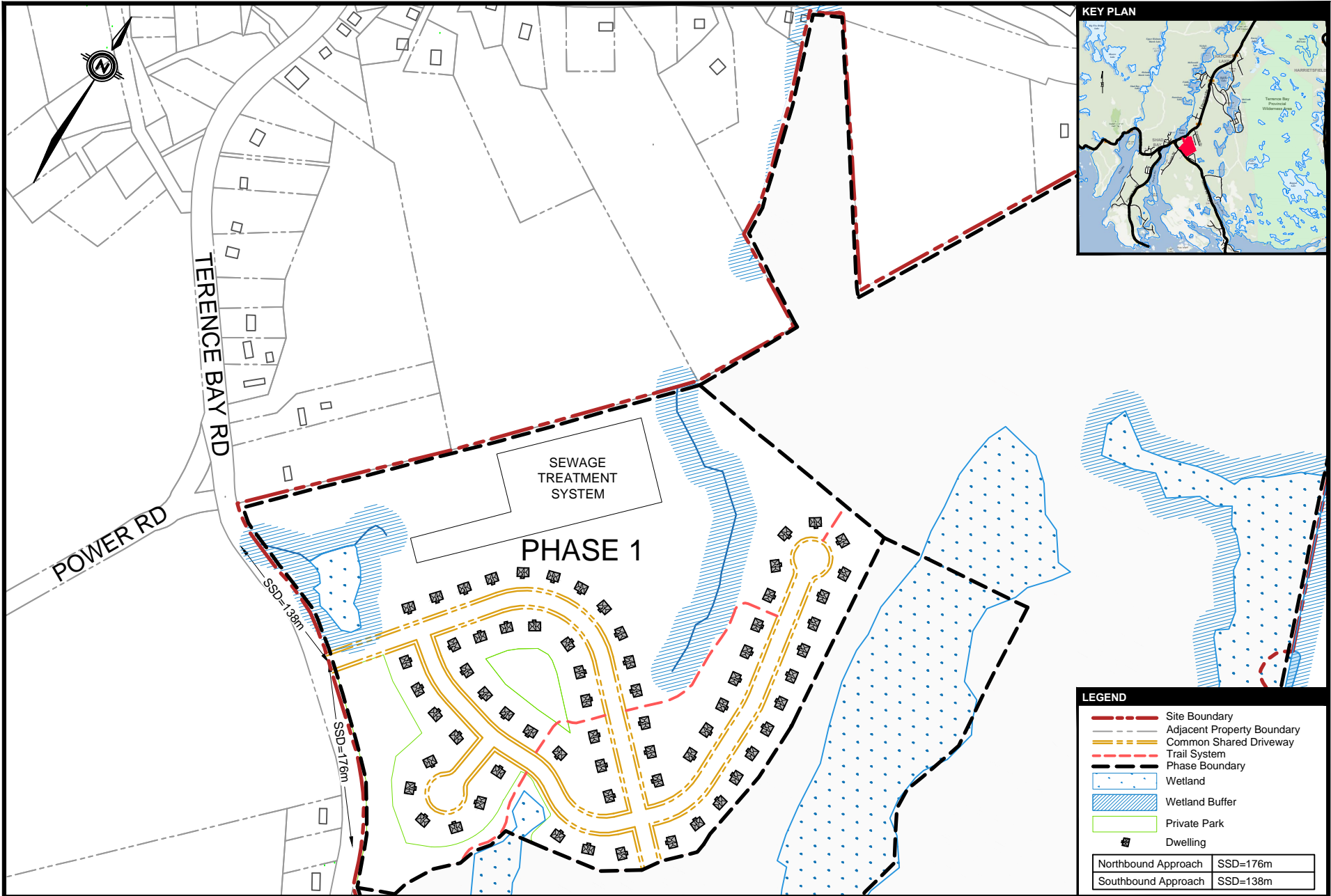
SCHEDULE D - PHASING PLAN
WHITES LAKE DEVELOPMENT
 Terence Bay Road, Whites Lake, Nova Scotia



DESIGNER: HANS PFEIL PLANNER: KOUROSH RAD

SHEET:
3 of 6
 DATE:
 09-APR-2015

FILE: K:\DAR\TMO\2015\1314-16208 NANKO - TERENCE BAY RD\1 - DWG\111 - CONCEPT PLANS\1314-16208-113-SC-HEDULES.DWG Sheet SCHEDULE D



LEGEND

- Site Boundary
- Adjacent Property Boundary
- Common Shared Driveway
- Trail System
- Phase Boundary
- ... Wetland
- Wetland Buffer
- Private Park
- Dwelling

Northbound Approach	SSD=176m
Southbound Approach	SSD=138m



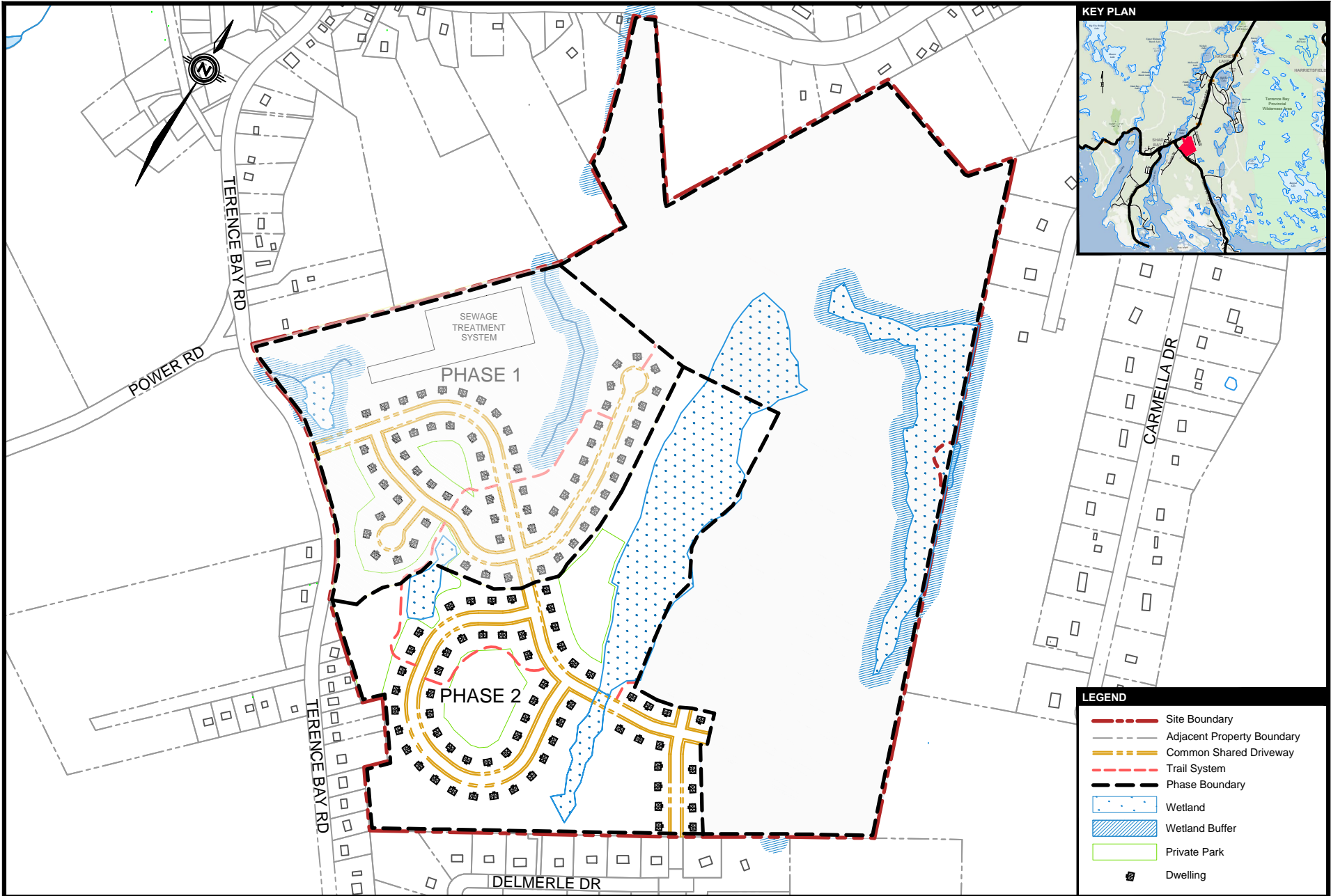
SCHEDULE E - CONCEPT PLAN - PHASE 1
WHITES LAKE DEVELOPMENT
 Terence Bay Road, Whites Lake, Nova Scotia



DESIGNER: HANS PFEIL PLANNER: KOUROSH RAD

SHEET:
4 of 6
 DATE:
09-APR-2015

FILE: K:\DAR\MOUTH\2015\131-16208 NANKO - TERENCE BAY RD\1 - DWG\111 - CONCEPT PLANS\131-16208-113-SC-HEDULES.DWG Sheet: SCHEDULE E



LEGEND	
	Site Boundary
	Adjacent Property Boundary
	Common Shared Driveway
	Trail System
	Phase Boundary
	Wetland
	Wetland Buffer
	Private Park
	Dwelling

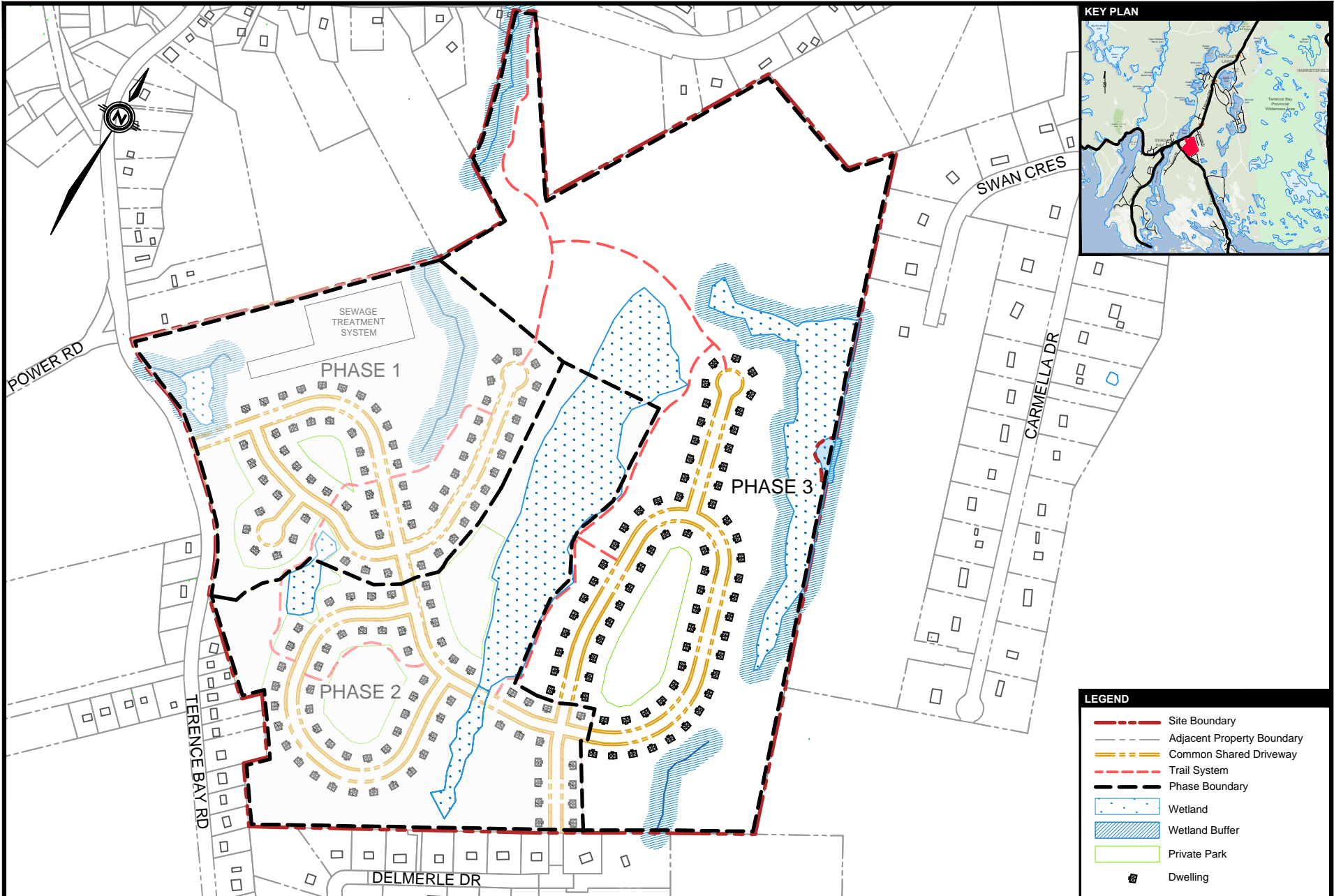


SCHEDULE F - CONCEPT PLAN - PHASE 2
WHITES LAKE DEVELOPMENT
 Terence Bay Road, Whites Lake, Nova Scotia



DESIGNER: HANS PFEIL PLANNER: KOUROSH RAD

SHEET:
5 of 6
 DATE:
 09-APR-2015



LEGEND	
	Site Boundary
	Adjacent Property Boundary
	Common Shared Driveway
	Trail System
	Phase Boundary
	Wetland
	Wetland Buffer
	Private Park
	Dwelling



SCHEDULE G - CONCEPT PLAN - PHASE 3
WHITES LAKE DEVELOPMENT
 Terence Bay Road, Whites Lake, Nova Scotia

SCALE: 1:7500 METRIC



DESIGNER: HANS PFEIL

PLANNER: KOUROSH RAD

SHEET:

6 of 6

DATE:

09-APR-2015