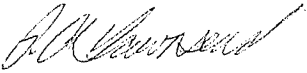


Western Region Community Council
January 23, 2012

TO: Chair and Members of Western Region Community Council

SUBMITTED BY: 
Phillip Townsend, Director, Planning and Infrastructure

DATE: November 18, 2011

SUBJECT: **Case 16095 Development Agreement – French Village Station Road
Townhouses, Upper Tantallon**

ORIGIN

Application by Village Station Townhomes Limited.

RECOMMENDATION

It is recommended that Western Region Community Council:

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

BACKGROUND

Proposal

The proposal includes the development of ten residential townhouse units in two separate buildings on a 2.65 acre parcel of land located at 26 French Village Station Road, Upper Tantallon. No subdivision is proposed.

Subject Lands

The subject property (site) is a vacant parcel approximately 2.65 acres in size and has approximately 665 feet of frontage on French Village Station Road. The site is bounded by a small watercourse to the east and the 'Rails to Trails' corridor to the south. The site is zoned Mixed Use 1 (MU-1) by the Land Use By-Law for Planning Districts 1 and 3 (LUB), and is designated Mixed Use A by the Municipal Planning Strategy for Planning Districts 1 and 3 (MPS) (Maps 1 and 2).

Process

Townhouse style development is not permitted by the LUB; however, the MPS allows townhouse style development to be considered through the development agreement process.

DISCUSSION

MPS Policy

General Policy Intent - Policy MU-4 of the MPS enables Council to consider multiple unit dwellings which includes townhouse style development, subject to the development agreement process (Attachment B). This policy also contains criteria for Council to consider when evaluating a development agreement proposal of this nature, including the need to evaluate the provisions of policy IM-9. The applicable policy provides evaluation criteria designed to encourage an alternative to low density residential, in cases where neighbourhood compatibility is maintained and environmental features are protected (Attachment B).

Neighbourhood Compatibility – Policy MU-4 speaks to ensuring neighbourhood compatibility through such considerations as architectural design, building scale, adequate separation, general maintenance, and matters relative to traffic and parking.

The site is adjacent to several elementary schools and a service station, with a scattering of established detached homes located further west on French Village Station Road. No predominant form of land use or architecture exists in the immediate vicinity; however, French Village Station Road provides primary access to a low density residential subdivision known locally as St. Margarets Village. As such, the proposed development agreement requires a building height consistent with a two story residential building, while also ensuring architectural design is generally in keeping with traditional residential buildings.

As French Village Station Road is owned and maintained by the Province, staff sought comment from Nova Scotia Transportation and Infrastructure Renewal (NSTIR). NSTIR have raised no concerns relative to traffic or access.

On Site Services - Specifically, policy IM-9 speaks to a proposal's adequacy relative to on-site sewerage and water services (Attachment B). With regard to on-site sewerage, Nova Scotia Environment (NSE) has issued an approval to construct and operate a sewage treatment plant for the proposed ten residential units.

With regard to on-site water services, the applicant has provided groundwater reports which include water quantity and quality measurements from a test well drilled on the subject property. The groundwater reports assume each unit will be occupied by four people, with each person using 80 gallons on average per day. Based on this methodology, a minimum sustained well yield of 10 litres per minute (L/min) or 2.2 imperial gallons per minute (igpm) is required to support the proposed ten unit development.

Although the groundwater reports indicate the test well is capable of producing 12.1 L/min (2.7 igpm) on a sustained basis, the water quality results indicate concentrations of arsenic and uranium greater than the Guidelines for Canadian Drinking Water Quality. As a result, the groundwater needed to support the proposal will require treatment. Depending on the method of treatment, the amount of raw water required to produce treated water may vary, and as such, the 12.L/min. of raw water produced by the test well may not adequately support ten residential units. Further, permitting ten residential units on the site without the benefit of additional information, including the proposed treatment method, may impact well yields on adjacent properties.

As a result of these concerns, the proposed development agreement separates the project into two phases. The first phase permits one building containing a maximum of five townhouse units, along with other site features necessary to support the development (i.e. - access, parking, landscaping, etc.) while deferring the second phase until such time as additional groundwater reporting demonstrates that there is adequate water quantity and quality to support the second building (containing five townhouse units). In the event additional groundwater reporting indicates water quantity and quality is not adequate to support all five townhouse units in the second building, the proposed development agreement (Attachment A) enables Council to consider less than five dwelling units in the second phase through a non-substantive amendment process, subject to additional groundwater reporting.

Environmental Protection – Policy IM-9 also speaks to the suitability of the proposal with respect to geological conditions, including the locations of watercourses, marshes or bogs and susceptibility to flooding. As previously discussed, a watercourse borders the eastern portion of the site. The proposed development agreement carries forward the minimum 20 metre watercourse buffer required by the LUB and requires all buildings to be located a minimum of ten feet from the watercourse buffer. Further, the applicant has provided a flood level analysis demonstrating the proposed townhouse buildings are located well outside the 1 in 100 year floodplain.

In order to address potential concerns relative to the suitability of the proposal in relation to marshes or bogs, the proposal was submitted to NSE for review and comment. Following a

review of the proposal, NSE raised no concerns regarding the presence of marshes, bogs, or wetlands.

Uses Currently Permitted

Existing zoning (MU-1) permits a variety of land uses on the site, many of which may not be compatible with the existing development form in the area. For example, the MU-1 Zone permits most commercial uses and allows buildings up to 7,500 square feet. The proposed development agreement only permits townhouse development on the site.

Halifax Watershed Advisory Board (HWAB)

As previously discussed, a watercourse borders the eastern portion of the site. HWAB reviewed this application on January 19, 2011. Following this meeting, HWAB prepared a report (dated March 17, 2011) on the matter, which provides the following recommendations:

- The septic tank be pumped out on a regular basis - at least every three years;
- Plantings be done with native species;
- During construction:
 - when any work is being done on the ditch in front of the buildings, run-off be filtered before it is allowed to leave the site;
 - the sedimentation structures be monitored on a regular basis and copies of the reports forwarded to the HWAB.
- If possible, the projected 2% increase in run-off be reduced to 0%;
- The Ward Brook on site be electro-fished to determine the presence of any fish species and the water quality tested for:
 - coliforms
 - suspended solids
 - phosphorous (to the microgram level)
 - dissolved oxygen
 - pHCopies of test results be forwarded to the HWAB;
- Buildings be constructed to LEED standards if possible, in order to reduce the amount of water consumption; and
- When convenient and possible, the 1/100 year floodplain mapping be completed for this site.

HWAB's recommendations have been reviewed by staff. Of the recommendations brought forward, staff is able to address the following items through this process:

Native Plantings - The proposed development agreement requires native plantings as part of the landscaping requirements.

Sedimentation and Erosion Control – Prior to the commencement of any site work on the lands, the proposed development agreement requires the Developer to submit detailed Sedimentation and Erosion controls plans. The proposed development agreement also requires a detailed Site Disturbance Plan and a detailed Site Grading and Stormwater Management Plan prior to commencement of any site work.

Conclusion

The proposed Development Agreement is consistent with the applicable policies of the MPS (Attachment B). As such, it is recommended that Western Region Community Council approve the proposed Development Agreement presented as Attachment A.

BUDGET 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 proposed budget with existing resources.

FINANCIAL MANAGEMENT POLICIES / BUSINESS PLAN

This report complies with the Municipality's Multi-Year Financial Strategy, the approved Operating, Project and Reserve budgets, policies and procedures regarding withdrawals from the utilization of Project and Operating reserves, as well as any relevant legislation.

COMMUNITY ENGAGEMENT

The community engagement process incorporated with this case is consistent with the intent of the HRM Community Engagement Strategy. Community engagement included public consultation, which was facilitated through a public information meeting (PIM) held on June 17, 2010. A public hearing must be held by Western Region Community Council before they can consider approval of a development agreement.

For the PIM, notices were posted on the HRM website, in newspapers (regional and local), and mailed to property owners with the notification area shown on Map 1. Attachment C contains a copy of the minutes from the PIM. Should Western Region Community Council decide to proceed with a public hearing for this case, in addition to the published newspaper advertisements (regional newspaper), property owners within the notification area shown on Map 1 will receive a mailed notification. The HRM website will also be updated to indicate notice of the public hearing.

ALTERNATIVES

1. Community Council may choose to approve the proposed development agreement provided as Attachment A of this report. This is the staff recommendation.

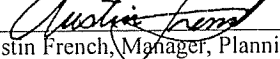
2. Community Council may choose to propose modifications to the proposed development agreement. Such modifications may require further negotiations with the Developer, a supplementary staff report or an additional public hearing.
3. Community Council may choose to refuse the proposed development agreement. Pursuant to the *Halifax Regional Municipality Charter*, Council must provide reasons for this refusal based on the policies of the MPS.

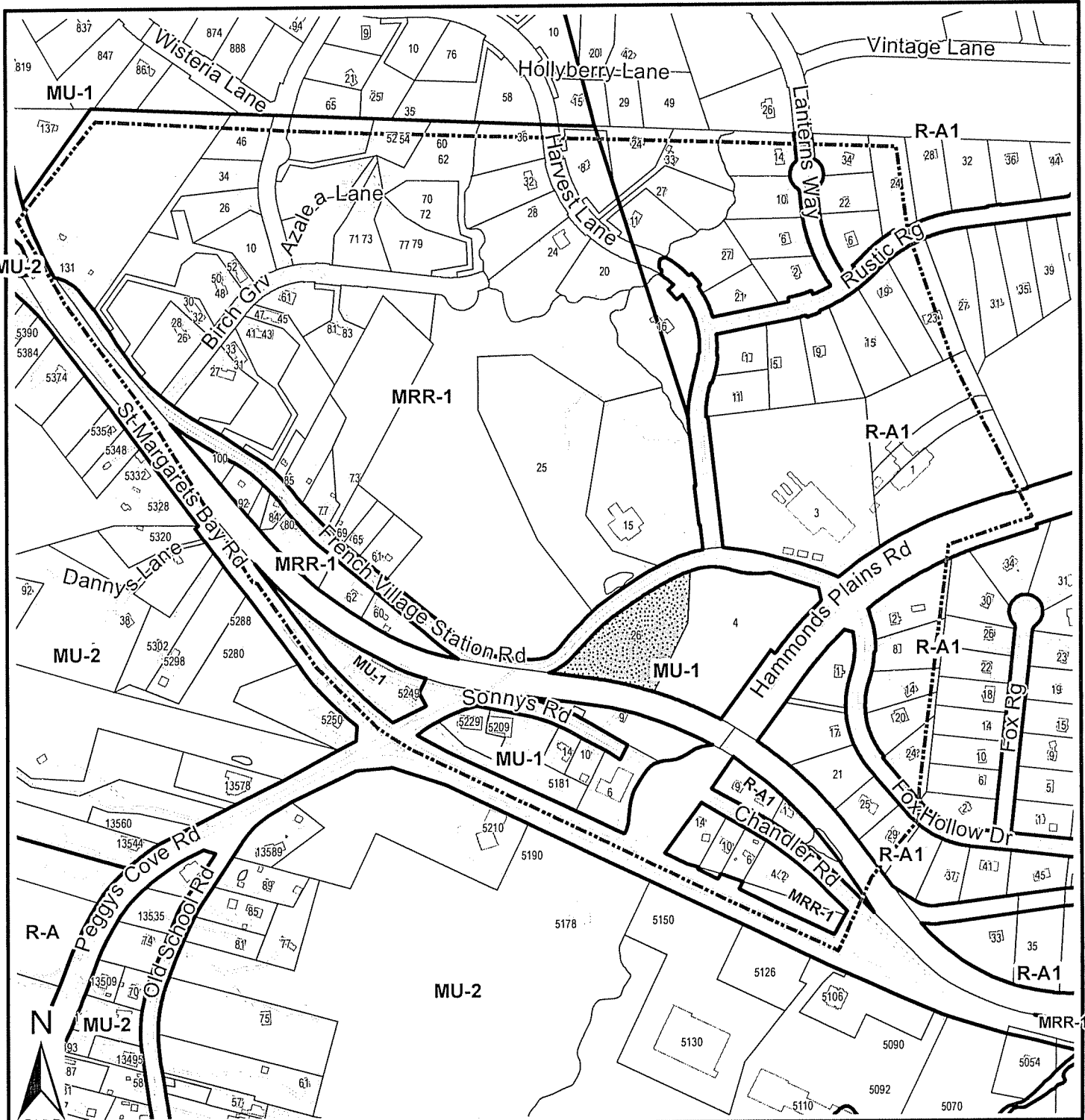
ATTACHMENTS

Map 1	Zoning and Area of Notification
Map 2	Generalized Future Land Use
Attachment A	Proposed Development Agreement
Attachment B	Policy Review – Excerpt from the Planning Districts 1 and 3 MPS
Attachment C	Minutes from the Public Information Meeting

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



Report Prepared by: Miles Agar, Planner 1, Planning Services, 490-4495

Report Approved by: 
Austin French, Manager, Planning Services, 490-6717



Map 1 - Location and Zoning

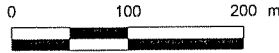
26 French Village Station Road
Upper Tantallon

-  Subject area
-  Area of notification

Planning Districts 1 & 3
(St. Margarets Bay) Plan Area

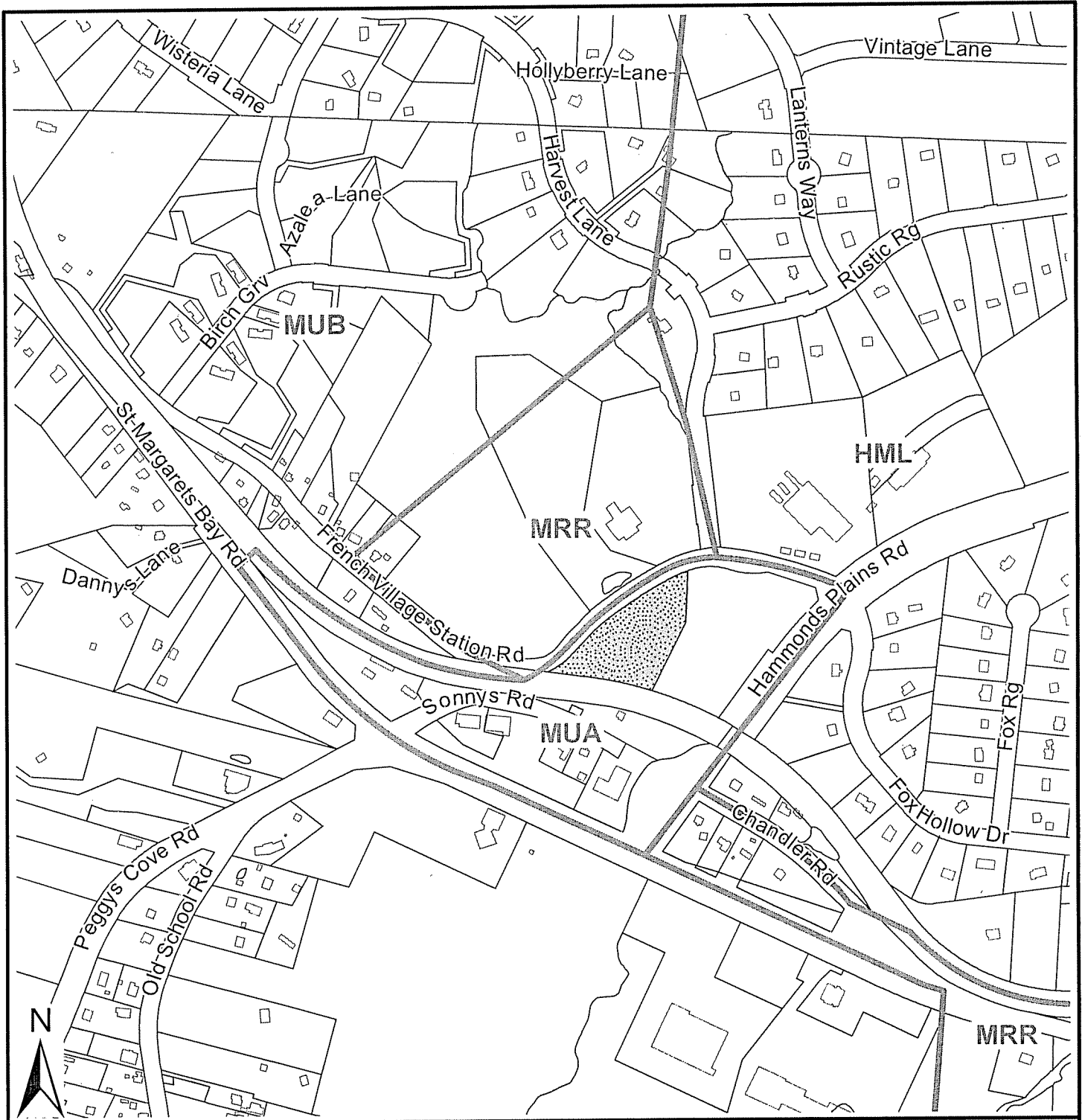
Zone	
R-A1	General Residential
MU-1	Mixed Use 1
MU-2	Mixed Use 2
MRR-1	Mixed Rural Residential

HALIFAX
REGIONAL MUNICIPALITY
COMMUNITY DEVELOPMENT
PLANNING SERVICES




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



Map 2 - Generalized Future Land Use

26 French Village Station Road
Upper Tantalion

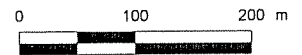
 Subject area

Planning Districts 1 & 3
(St. Margarets Bay) Plan Area

Designation

HML Hubley Mill Lake
MRR Mixed Rural Residential
MUA Mixed Use A
MUB Mixed Use B

HALIFAX
REGIONAL MUNICIPALITY
COMMUNITY DEVELOPMENT
PLANNING SERVICES



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.

Case 16095 Attachment A
Proposed Development Agreement

THIS AGREEMENT made this day of **[Insert Month]**, 2012,

BETWEEN:

[INSERT PROPERTY OWNER]

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 at 26 French Village Station Road, Upper Tantallon 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 townhouse style multi-unit residential development on the Lands pursuant to the provisions of the *Halifax Regional Municipality Charter* and pursuant to Policy MU-4 of the Municipal Planning Strategy for Planning Districts 1 and 3 and Section 3.6(f) of the Land Use By-law for Planning Districts 1 and 3;

AND WHEREAS the Western Region Community Council for the Municipality approved this request at a meeting held on **[Insert - Date]**, referenced as Municipal Case Number 16095;

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

PART 1: GENERAL REQUIREMENTS AND ADMINISTRATION

1.1 Applicability of Agreement

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

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

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

1.3 Applicability of Other By-laws, Statutes and Regulations

1.3.1 Further to Section 1.2, 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) **“Landscape Architect”** means a professional, full member in good standing with the Canadian Society of Landscape Architects.
- (b) **“Common Shared Private Driveway”** means a shared private driveway which provides access from the public street to the individual dwellings.
- (c) **“Permeable Hard Surface”** means a type of hard surface that allows rainfall to percolate into an underlying permeable base and includes, but is not limited to, paving blocks, cobble stones, and grid systems filled with sand, gravel, or living plants.

PART 3: USE OF LANDS, SUBDIVISION AND DEVELOPMENT PROVISIONS

3.1 Schedules

The Developer shall develop and use the Lands in a manner, which, in the opinion of the Development Officer, conforms with the following Schedules attached to this Agreement and filed in the Halifax Regional Municipality as Case Number 16095:

Schedule A	Legal Description of the Lands
Schedule B	Site Plan
Schedule C	Preliminary Landscape Plan
Schedule D	Architectural Plan (Front Elevation)
Schedule E	Architectural Plan (Left Elevation)
Schedule F	Architectural Plan (Rear Elevation)
Schedule G	Architectural Plan (Right Elevation)

3.2 Requirements Prior to Approval

- 3.2.1 Prior to the issuance of a Construction Permit, the Developer shall provide the following to the Development Officer, unless otherwise permitted by the Development Officer:
- (a) A detailed Landscape Plan prepared by a Landscape Architect in accordance with Section 3.8.1 of this Agreement and acceptable to the Development Officer; and
- 3.2.2 Prior to the issuance of the first Occupancy Permit, the Developer shall provide the following to the Development Officer, unless otherwise permitted by the Development Officer:
- (a) Certification from a Landscape Architect in accordance with Section 3.8.9 of this Agreement indicating that the Developer has complied with landscaping required pursuant to this Agreement, or Security in accordance with Section 3.8.10; and
 - (b) Certification from a Professional Engineer indicating that the Developer has complied with the Section 3.7.2 of this Agreement;
- 3.2.3 Prior to the commencement of any site work on the Lands, the Developer shall provide the following to the Development Officer:
- (a) A detailed Site Disturbance plan prepared by a Professional Engineer in accordance with Section 5.1.1 (a) of this Agreement;
 - (b) A detailed Erosion and Sedimentation Control Plan prepared by a Professional Engineer in accordance with Section 5.1.1 (b) of this Agreement; and
 - (c) A detailed Site Grading and Stormwater Management Plan prepared by a Professional Engineer in accordance with Section 5.1.1 (c) of this Agreement.

3.2.4 Notwithstanding any other provision of this Agreement, the Developer shall not occupy or use the Lands for any of the uses permitted by this Agreement unless an Occupancy Permit has been issued by the Municipality. No Occupancy Permit shall be issued by the Municipality unless and until the Developer has complied with all applicable provisions of this Agreement and the Land Use By-law (except to the extent that the provisions of the Land Use By-law are varied by this Agreement) and with the terms and conditions of all permits, licenses, and approvals required to be obtained by the Developer pursuant to this Agreement.

3.3 General Description of Land Use

3.3.1 The use(s) of the Lands permitted by this Agreement are the following:

- (a) A maximum of ten (10) dwelling units; and
- (b) Uses accessory to the foregoing use.

3.4 Phasing

3.4.1 The first phase of development shall include the five (5) unit dwelling shown as 'Building A' on Schedule B and all other applicable requirements of this Agreement, but shall not include the five (5) unit dwelling shown as 'Building B' on Schedule B.

3.4.2 The second phase of development may include the five (5) unit dwelling shown on Schedule B as 'Building B'.

3.4.3 Notwithstanding anything else in this Agreement, the Development Officer shall not issue a Development Permit for the second phase of development unless the following has taken place:

- (a) The Developer has provided a supplementary Level II Groundwater Assessment;
- (b) The supplementary Level II Groundwater Assessment provides all applicable information outlined in the HRM Guidelines for Groundwater Assessment and Reporting (2006), as amended from time to time; and
- (c) The Municipality is satisfied that the supplementary Level II Groundwater Assessment demonstrates there is adequate water quality and quantity to support the additional five (5) dwelling units.

3.4.4 In the event the Municipality is unable to determine there is adequate water quality and quantity to support the additional five (5) dwelling units, the second phase of the development shall not be permitted.

3.4.5 In the event the second phase of the development is not permitted, the area reserved for the second phase shall be landscaped and incorporated into the amenity space area required by this Agreement.

3.5 Building Siting, Massing and Scale

3.5.1 Each dwelling to be constructed on the Lands shall comply with the following siting, massing and scale requirements:

- (a) Dwellings shall be located on the Lands as generally shown on Schedule B;
- (b) No portion of any dwelling shall be located less than twenty five (25) feet from the front property line;
- (c) No portion of any dwelling shall be located less than ten (10) feet from any watercourse buffer required by the Land Use By-law;
- (d) Each dwelling shall not exceed a building footprint of 4,200 square feet and each dwelling unit shall be a minimum of twenty (20) feet wide; and
- (e) The maximum height of each dwelling shall not exceed thirty five (35) feet.

3.5.2 The Development Officer may permit unenclosed structures attached to a main building such as verandas, decks, porches, steps, and mobility disabled ramps to be located within the required minimum front, side and rear yards in conformance with Schedule B.

3.5.3 The Development Officer may permit one (1) unenclosed structure to be located within the amenity space area required by this Agreement, subject to the following requirements:

- (a) The unenclosed structure shall be located no less than ten (10) feet from any watercourse buffer required by the Land Use By-law and no less than twenty (20) feet from any dwelling located on the Lands;
- (b) The unenclosed structure shall be limited to fifteen (15) feet in height;
- (c) The unenclosed structure shall be limited to 350 square feet (footprint); and
- (d) The unenclosed structure shall be located south of any dwelling located on the Lands and shall be located no less than twenty (20) feet from any property line.

3.5.4 In addition to the building required by Section 3.10 of this Agreement, the Development Officer may permit one (1) enclosed accessory building to be located within the amenity space area required by this Agreement, subject to the following requirements:

- (a) The building shall be located no less than ten (10) feet from any watercourse buffer required by the Land Use By-law and no less than twenty (20) feet from any dwelling located on the Lands;
- (b) The building shall be limited to fifteen (15) feet in height;
- (c) The building shall be limited to 100 square feet (footprint); and
- (d) The building shall be located south of any dwelling located on the Lands and shall be located no less than twenty (20) feet from any property line.

3.5.5 Where a structure may be required as part of the privately operated on-site water distribution, the Development Officer may permit such a structure to be located within the amenity space area required by this Agreement, subject to the following requirements:

- (a) The structure shall be located no less than ten (10) feet from any watercourse buffer required by the Land Use By-law and no less than twenty (20) feet from any dwelling located on the Lands;
- (b) The structure shall be limited to fifteen (15) feet in height;
- (c) The structure shall be limited to 100 square feet (footprint); and
- (d) The structure shall be located south of any dwelling located on the Lands and shall be located no less than twenty (20) feet from any property line.

3.6 Architectural Requirements

3.6.1 If the Developer chooses to construct a dwelling with more than one floor at or above the established grade fronting the public street, the architectural design of each dwelling permitted by this Agreement shall conform with Schedules D to G inclusive.

3.6.2 Notwithstanding Section 3.6.1 of this Agreement, if the Developer chooses to construct a dwelling with only one floor at or above the established grade fronting the public street, both dwellings permitted by this Agreement shall appear similar in design and scale, and shall incorporate architectural elements shown on Schedules D to G inclusive.

3.6.3 A self-contained and separately accessible vehicle parking space shall be provided within each dwelling unit, as generally shown on Schedules B and F.

3.6.4 Dwelling facades shall contain recesses and/or projections as shown on Schedule D.

3.6.5 Each dwelling shall be oriented to face the public street.

3.6.6 All vents, down spouts, flashing, electrical conduits, meters, service connections, and other functional elements shall be treated as integral parts of the design. Where appropriate, these elements shall be painted to match the colour of the adjacent surface, except where used expressly as an accent.

3.7 Parking, Circulation and Access

3.7.1 Access to the dwellings shall be provided by a Common Shared Private Driveway as shown on Schedule B.

3.7.2 The Common Shared Private Driveway on the Lands shall comply with the requirements of the National Building Code of Canada.

3.7.3 The Common Shared Private Driveway on the Lands shall have a hard finished surface such as asphalt, concrete, interlocking precast concrete paver stones, or an acceptable equivalent in the opinion of the Development Officer.

3.7.4 In addition to the requirement for vehicle parking within each dwelling, the Common Shared Private Driveway shall include a separately accessible vehicle parking space for each dwelling unit. Each vehicle parking space associated with the Common Shared Private Driveway shall be a minimum of eight (8) feet wide by sixteen (16) feet long and be sited facing the rear of each dwelling unit, as shown on Schedule B.

3.7.5 No portion of the Common Shared Private Driveway, including areas required for vehicle turning, shall be located less than ten (10) feet from any watercourse buffer required by the Land Use By-law.

3.7.6 Notwithstanding Section 3.7.5, the vehicle turning area required at the rear of the eastern most dwelling unit may be located closer than ten (10) feet from the required watercourse buffer.

3.7.7 Notwithstanding Section 3.7.4, a visitor parking area shall also be provided on the Lands. The following requirements shall apply the visitor parking area:

- (a) No portion of the visitor parking area shall be located less than five (5) feet from the front property line;
- (b) No portion of the visitor parking area shall be located less than ten (10) feet from any watercourse buffer required by the Land Use By-law;
- (c) In the event that any portion of the visitor parking area is within fifty (50) feet of the watercourse buffer required by the Land Use By-law, the entire visitor parking area shall be designed with a permeable hard surface;

- (d) No more than five (5) visitor parking spaces shall be provided within the visitor parking area, and each visitor parking space shall be a minimum of eight (8) feet wide by sixteen (16) feet long.
- (e) Notwithstanding Section 3.7.6(d), one (1) visitor parking space shall be designed and reserved for the mobility disabled as required by the Land Use By-law; and
- (f) The Detailed Landscape Plan required by Section 3.8 of this Agreement may be altered to allow for a visitor parking area provided access is directly from the Common Shared Private Driveway.

3.8 Landscaping and Amenity Space

- 3.8.1 Prior to the issuance of a Construction Permit, the Developer agrees to provide a Detailed Landscape Plan, which complies with the provisions of this section, and generally conforms with the overall intentions of the Preliminary Landscape Plan shown on Schedule C. The Landscape Plan shall be prepared by a Landscape Architect and comply with all provisions of this section.
- 3.8.2 The minimum acceptable sizes for plant material shall be as follows:
 - (a) High branching deciduous trees at grade – 60 mm CAL;
 - (b) High branching deciduous trees on slab – 45 mm CAL;
 - (c) Coniferous trees – 1.5 m in height; and
 - (d) Shrubs – 0.6 m in height or spread.
- 3.8.3 Shrub material shall be used to screen any electrical transformers or other utility boxes.
- 3.8.4 Planting details for each type of plant material proposed on the detailed Landscape Plan shall be provided, including a species list with quantities, size of material, and common and botanical names (species and variety).
- 3.8.5 All plant material shall be native species and conform to the Canadian Nursery Trades Association's Metric Guide Specifications and Standards and sodded areas to the Canadian Nursery Sod Growers' Specifications.
- 3.8.6 All proposed retaining walls shall be constructed of a decorative precast concrete or modular stone retaining wall system or equivalent.

- 3.8.7 All retaining wall systems are to be identified including the height and type of fencing proposed in conjunction with it. A construction detail of any fence and wall combination shall be provided and certified by a Professional Engineer.
- 3.8.8 Construction Details and/or Manufacturer's Specifications (including model and colour) for all tree protection hoarding, benches, light standards and luminaries, trash receptacles, bike racks, tree grates/guards, planter seating wall, wood arbour, patio table and chairs, outdoor garbage enclosure, railings, and fencing shall be provided to the Development Officer with the application of the Construction Permit, and shall describe their design, construction, specifications, hard surface areas, materials and placement so that they will enhance the design of the building on the Lands and the character of the surrounding area.
- 3.8.9 Prior to issuance of the first Occupancy Permit, the Developer shall submit to the Development Officer a letter prepared by a Landscape Architect certifying that all landscaping has been completed according to the terms of this Agreement.
- 3.8.10 Notwithstanding Subsection 3.8.9, the first Occupancy Permit may be issued provided that the weather and time of year does not allow the completion of the outstanding landscape works and that the Developer supplies 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 Landscape Architect. 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 (12) 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.
- 3.8.11 As shown on Schedules B and C, areas east, west, and south of the proposed dwellings shall be set aside as amenity space for the development, subject to the following:
- (a) A six (6) foot wide crusher dust path shall be provided as generally shown on Schedules B and C;
 - (b) Weather resistant benches shall be provided in the locations generally shown on Schedule C;
 - (c) The required crusher dust path may connect to the public trail corridor which abuts the southern portion of the Lands. If the required crusher dust path is connected to the public trail corridor, a gate shall be provided at the property line; and

- (d) Amenity space shall include landscaping as required by this Agreement.

3.9 Signs

3.9.1 Signage shall be limited to the following:

- (a) A maximum of one (1) ground sign shall be permitted on the Lands for the purposes of identifying the residential development;
- (b) The ground sign shall not exceed five (5) feet in height above established grade;
- (c) The ground sign shall be setback a minimum of five (5) feet from the front property line and twenty (20) feet from any abutting property;
- (d) The ground sign shall not be located within any watercourse buffer required by the Land Use By-law;
- (e) The ground sign shall not exceed a sign face width of five (5) feet;
- (f) The ground sign shall not be internally illuminated or backlit;
- (g) Ornamental plants shall be incorporated around the entire base of the ground sign;
and
- (h) One (1) temporary ground sign depicting the name or corporate logo of the Developer shall be permitted on the Lands prior to the issuance of the first Occupancy Permit. The temporary ground sign shall be removed prior to the issuance of the last residential occupancy permit.

3.10 Solid Waste Facilities and Collection

3.10.1 The Developer shall provide a designated building for five stream (garbage, recycling, paper, cardboard, organics) source separation services in the general area shown on Scheduled B as 'Proposed Disposal Bin Location', subject to the following requirements:

- (a) The designated building shall be a fully enclosed structure;
- (b) The designated building shall be located no closer than five (5) feet from the front property line;
- (c) The designated building shall not exceed fifteen (15) feet in height and shall not exceed 350 square feet (footprint);

- (d) The designated building shall incorporate architectural elements shown on Schedules D to G inclusive; and
- (e) The designated building shall be shown on the building plans and approved by the Development Officer and Building Inspector in consultation with HRM Solid Waste Resources.

3.11 Screening

Propane tanks, natural gas service hook-ups, and electrical transformers shall be located on the Lands in such a way to ensure minimal visual impact from the public street. These facilities shall be secured in accordance with the applicable approval agencies and screened by means of opaque fencing or masonry walls with suitable landscaping.

3.12 Outdoor Lighting

Lighting shall be directed to driveways, parking areas, loading areas, building entrances and walkways and shall be arranged so as to divert the light away from streets, adjacent lots and buildings.

3.13 Temporary Construction/Sales Structure

A temporary structure shall be permitted on the Lands for the purpose of housing equipment, materials and office related matters relating to the construction and sale of the development in accordance with this Agreement. The temporary structure shall be located no less than ten (10) feet from any watercourse buffer required by the Land Use By-law and shall be removed from the Lands prior to the issuance of the last Occupancy Permit.

3.14 Maintenance

The Developer shall maintain and keep in good repair all portions of the development on the Lands, including but not limited to, the exterior of the building, fencing, walkways, recreational amenities, parking areas and driveways, and the maintenance of all landscaping including the replacement of damaged or dead plant stock, trimming and litter control, garbage removal and snow and ice control, salting of walkways and driveways.

PART 4: STREETS AND MUNICIPAL SERVICES

4.1 General Provisions

All design and construction of primary and secondary service systems shall satisfy Municipal Service Systems Specifications unless otherwise provided for in this Agreement and shall receive written approval from the Development Engineer prior to undertaking the work.

4.2 Off-Site Disturbance

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

4.3 Outstanding Site Work

Securities for the completion of outstanding on-site paving work (at the time of issuance of the first Occupancy Permit) may be permitted. Such securities shall consist of a security deposit in the amount of 110 percent of the estimated cost to complete the work. The security shall be in favour of the Municipality and may be in the form of a certified cheque or irrevocable automatically renewing letter of credit issued by a chartered bank. The security shall be returned to the Developer by the Development Officer when all outstanding work is satisfactorily completed.

4.4 On-Site Water System

The Lands shall be serviced through a privately operated on-site water distribution system.

4.5 On-Site Sanitary System

The Lands shall be serviced through privately owned and operated sewer systems and treatment facilities. The Developer agrees to have prepared by a qualified professional and submitted to the Municipality, the NS Department of the Environment and Labour and any other relevant agency, a design for all private sewer systems. No Development Permit shall be issued prior to the Development Officer receiving a copy of all permits, licences, and approvals required by the NS Department of the Environment and Labour respecting the design, installation, construction of the on-site sewer system.

PART 5: ENVIRONMENTAL PROTECTION MEASURES

5.1 Stormwater Management Plans and Erosion and Sedimentation Control 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:

- (a) Submit to the Development Officer a detailed Site Disturbance Plan, prepared by a Professional Engineer indicating the sequence and phasing of construction and the areas to be disturbed or undisturbed;
- (b) Submit to the Development Officer a detailed Erosion and Sedimentation Control Plan prepared by a Professional Engineer in accordance with the Erosion and Sedimentation Control Handbook for Construction Sites as prepared and revised from time to time by Nova Scotia Environment. Notwithstanding other sections of this Agreement, no work is permitted on the Lands until the requirements of this clause have been met and implemented. The Erosion and Sedimentation Control Plan shall indicate the sequence of construction, all proposed detailed erosion and sedimentation control measures and interim stormwater management measures to be put in place prior to and during construction; and
- (c) Submit to the Development Officer a detailed Site Grading and Stormwater Management Plan prepared by a Professional Engineer.

5.2 Stormwater Management System

- 5.2.1 The Developer agrees to construct at its own expense the Stormwater Management System which conforms to the concept design submitted Development Officer and reviewed by the Nova Scotia Department of Transportation and Infrastructure Renewal pursuant to Section 5.1. The Developer shall provide certification from a Professional Engineer that the system, or any phase thereof, has been constructed in accordance with the approved design.
- 5.2.2 The Developer agrees, at its own expense, to maintain in good order all stormwater facilities on the Lands.

PART 6: AMENDMENTS

6.1 Non-Substantive Amendments

The following items are considered by both parties to be non-substantive and may be amended by resolution of Council.

- (a) Changes to the signage requirements detailed under Subsections 3.9.1(b), 3.9.1(c), and 3.9.1(e) of this Agreement;
- (b) Changes to the exterior architectural appearance of the dwellings, including materials, architectural treatments and fenestration pattern;

- (c) The granting of an extension to the date of commencement of development as identified in Section 7.3 of this Agreement;
- (d) The length of time for the completion of the development as identified in Section 7.4 of this Agreement;
- (e) Subject to a supplementary Level II Groundwater Assessment, less than five (5) dwelling units in the second phase of the development;
- (f) Changes to any of the Schedules which are necessary to accommodate the requirements of the Nova Scotia Building Code Regulations and, which in the opinion of the Development Officer, do not conform with the Schedules as per Section 3.1;
- (g) Changes to the amenity space design, including the location of the required crusher dust path detailed in Section 3.8 of this Agreement; and
- (h) Changes to the building required by Section 3.10 of this Agreement which are necessary to accommodate the requirements of the Municipality's Solid Waste Resource Collection and Disposal By-law (S-600).

6.2 Substantive Amendments

- 6.2.1 Amendments to any matters not identified under Section 6.1 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 lot(s), the subsequent owner(s) thereof shall observe and perform the terms and conditions of this Agreement to the extent applicable to the lot(s).

7.3 Commencement of Development

- 7.3.1 In the event that development on the Lands has not commenced within three (3) years from the date of registration of this Agreement at the Registry of Deeds or Land Registry Office, as indicated herein, the Agreement shall have no further force or effect and henceforth the development of the Lands shall conform with the provisions of the Land Use By-law.
- 7.3.2 For the purpose of this section, commencement of development shall mean the issuance of a Construction Permit.
- 7.3.3 For the purpose of this section, Council may consider granting an extension of the commencement of development time period through a resolution under Section 6.1, 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 If the Developer fails to complete the development after six (6) years from the date of registration of this Agreement at the Registry of Deeds or Land Registration Office, 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 For the purpose of this section, completion of development shall mean the issuance of the first Occupancy Permit.
- 7.4.3 For the purpose of this section, Council may consider granting an extension of the completion of development time period through a resolution under Section x, 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.

7.5 Discharge of Agreement

Upon the completion of the whole development or complete phases of the development, Council may review this Agreement, in whole or in part, and may:

- (a) Retain the Agreement in its present form;

- (b) Negotiate a new Agreement;
- (c) Discharge this Agreement; or
- (d) For those portions of the development which are completed, discharge this Agreement and apply appropriate zoning pursuant to the Municipal Planning Strategy and Land Use By-law for Planning Districts 1 and 3, as may be amended from time to time.

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

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 defence based upon the allegation that damages would be an adequate remedy;
- (b) The Municipality may enter onto the Lands and perform any of the covenants contained in this Agreement or take such remedial action as is considered necessary to correct a breach of the Agreement, whereupon all reasonable expenses whether arising out of the entry onto the Lands or from the performance of the covenants or remedial action, shall be a first lien on the Lands and be shown on any tax certificate issued under the *Assessment Act*;
- (c) The Municipality may by resolution discharge this Agreement whereupon this Agreement shall have no further force or effect and henceforth the development of the Lands shall conform with the provisions of the Land Use By-law; or,

- (d) In addition to the above remedies, the Municipality reserves the right to pursue any other remedy under the *Halifax Regional Municipality Charter* or Common Law in order to ensure compliance with this Agreement.

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

SIGNED, SEALED AND DELIVERED
in the presence of:

=====

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

[INSERT PROPERTY OWNER]

Per: _____

Per: _____

=====

**HALIFAX REGIONAL
MUNICIPALITY**

Per: _____

Mayor

Per: _____

Municipal Clerk

PROVINCE OF NOVA SCOTIA
COUNTY OF HALIFAX

On this ____ day of _____, A.D. 20____, before me, the subscriber personally came and appeared _____ a subscribing witness to the foregoing indenture, who, having been by me duly sworn, made oath and said that _____, _____ of the parties thereto, signed, sealed and delivered the same in his/her presence.

A Commissioner of the Supreme Court
of Nova Scotia

PROVINCE OF NOVA SCOTIA
COUNTY OF HALIFAX

On this _____ day of _____, A.D. 20____, before me, the subscriber personally came and appeared _____ the subscribing witness to the foregoing indenture, who, having been by me duly sworn, made oath, and said that _____, Mayor and _____, Clerk of the Halifax Regional Municipality, signed the same and affixed the seal of the said Municipality thereto in his/her presence.

A Commissioner of the Supreme Court
of Nova Scotia

Case 16095 Attachment B

Policy Review – Excerpt from the Planning Districts 1 and 3 (St. Margarets Bay) MPS

Planning Districts 1 and 3 (St. Margarets Bay) MPS – Policy Review	
<u>Mixed Use Designations – Policy MU-4</u>	
<i>MU-4 Notwithstanding Policy MU-2, within the Mixed Use "A" and "B" Designations Council shall only consider senior citizen homes over twenty (20) units and multiple unit dwellings within the Mixed Use Designations according to the development agreement provisions of the Planning Act. In considering such development agreements, Council shall have regard to the following:</i>	
<i>Policy Criteria:</i>	<i>Staff Comment:</i>
<i>(a) that the architectural design and scale of any building(s) are compatible with nearby land uses;</i>	No predominant form of land use or architecture exists in the immediate vicinity; however, French Village Station Road provides primary access to a low density residential subdivision known locally as St. Margarets Village. As such, the proposed development agreement requires a building height consistent with a two story residential building, while also ensuring architectural design is generally in keeping with traditional residential buildings.
<i>(b) that adequate separation distances are maintained from low density residential developments and that landscaping measures are carried out to reduce the visual effects of the proposal;</i>	The proposed townhouse buildings are not located in close proximity to low density residential development. The proposed development agreement also requires a considerable amount of landscaping, including landscaping provisions for the portion of the development facing the public street.
<i>(c) the general maintenance of the development;</i>	The proposed development agreement requires a designated building for five stream (garbage, recycling, paper, cardboard, organics) source separation services to be stored. This building must incorporate architectural elements required for the townhouse buildings. The proposed development agreement also requires the Developer maintain and keep in good repair all portions of the development.
<i>(d) that open space and parking areas are adequate to meet the needs of residents and that they are suitably landscaped;</i>	The proposed development agreement requires a significant portion of the site to be retained for open space/amenity space purposes. Further, the required amenity space must be landscaped and provide an internal trail system which may be connected to the existing Rails to Trails corridor abutting the site. One interior parking space (garage) and one surface parking is required for each townhouse unit. A visitor parking area (for up to 5 vehicles) is also required.
<i>(e) the means by which solid</i>	See comments below under Policy IM-9 analysis

<i>and liquid waste will be treated;</i>	
<i>(f) the effect of the proposed use on traffic volume and the local road networks, as well as traffic circulation in general, sighting distances and entrance to and exit from the site; and</i>	See comments below under Policy IM-9 analysis.
<i>(g) the provisions of Policy IM-9.</i>	See comments below under Policy IM-9 analysis.

Implementation – Policy IM-9

In considering development agreements and amendments to the land use by-law, in addition to all other criteria as set out in various policies of this strategy, Council shall have appropriate regard to the following matters:

- (a) that the proposal is in conformity with the intent of this strategy and with the requirements of all other municipal by-laws and regulations;*
- (b) that the proposal is not premature or inappropriate by reason of:

 - (i) the financial capability of the Municipality to absorb any costs relating to the development;*
 - (ii) the adequacy of on-site sewerage and water services;*
 - (iii) the adequacy or proximity of school, recreation or other community facilities;*
 - (iv) the adequacy of road networks leading or adjacent to or within the development; and*
 - (v) the potential for damage to destruction of designated historic buildings and sites.**
- (c) that in development agreement controls are placed on the proposed development so as to reduce conflict with any adjacent or nearby land uses by reason of:

 - (i) type of use;*
 - (ii) height, bulk and lot coverage of any proposed building;*
 - (iii) traffic generation, access to and egress from the site, and parking;*
 - (iv) open storage;*
 - (v) signs; and*
 - (vi) any other relevant matter of planning concern.**
- (d) that the proposed site is suitable with respect to the steepness of grades, soil and geological conditions, locations of watercourses, marshes or bogs and susceptibility to flooding; and*
- (e) any other relevant matter of planning concern.*
- (f) Within any designation, where a holding zone has been established pursuant to “Infrastructure Charges - Policy p-79F”, Subdivision Approval shall be subject to the provisions of the Subdivision By-law respecting the maximum number of lots created per year, except in*

accordance with the development agreement provisions of the MGA and the "Infrastructure Charges" Policies of this MPS. (RC-July 2, 2002 / E-17 August 2002)

Staff Comment:

The subject property is designated Mixed Use A by the MPS, which provides Council the ability to consider multi-unit residential development, including townhouse style development, subject to the development agreement process. The proposed Development Agreement permits townhouse style development.

Townhouse style development provides an alternative form of residential housing in the community. The subject property is adjacent to several elementary schools and a service station, with a scattering of established detached homes located further west on French Village Station Road. No predominant form of land use or architecture exists in the immediate vicinity; however, French Village Station Road provides primary access to a low density residential subdivision known locally as St. Margarets Village. As such, the proposed development agreement requires a building height consistent with a two story residential building, while also ensuring architectural design is generally in keeping with traditional residential buildings.

There are no designated historic sites or buildings on or abutting the subject lands.

With regard to on-site sewerage, Nova Scotia Environment (NSE) has issued approval to construct and operate a sewage treatment plant for the proposed 10 residential units.

With regard to on-site water services, the applicant has provided groundwater reports which include water quantity and quality measurements from a test well drilled on the subject property. The groundwater reports assume each unit will be occupied by four people, with each person using 80 gallons on average per day. Based this methodology, a minimum sustained well yield of 10 litres per minute (L/min) or 2.2 imperial gallons per minute (igpm) is required to support the proposed ten unit development.

Although the groundwater reports indicate the test well is capable of producing 12.1 L/min (2.7 igpm) of a sustained basis, the water quality results indicate concentrations of arsenic and uranium greater than the Guidelines for Canadian Drinking Water Quality. As a result, groundwater needed to support the proposal will require treatment. Depending on the method of treatment, the amount of raw water required to produce treated water may vary, and as such, the 12.L/min. of raw water produced by the test well may not adequately support ten residential units. Further, permitting ten residential units on the site without the benefit of additional information, including the proposed treatment method, may impact well yields on adjacent properties.

As a result of these concerns, the proposed development agreement separates the project into two phases. The first phase permits one building containing a maximum of five townhouse units along with other site features necessary to support the development (i.e. - access, parking, landscaping, etc.), while deferring the second phase until such time as additional groundwater

reporting demonstrates there is adequate water quantity and quality to support the second building (containing five townhouse units).

As French Village Station Road is owned and maintained by the Province, staff sought comment from Nova Scotia Transportation and Infrastructure Renewal (NSTIR). NSTIR have raised no concerns relative to traffic or access.

The proposed development agreement permits a modest ground sign (5 feet high and 5 feet wide) for the purposes of identifying the residential development. Signage provisions also ensure such a sign will not be backlit and include landscaping at the base.

A watercourse borders the eastern portion of the site. The proposed development agreement carries forward the minimum 20 metre watercourse buffer required by the LUB and requires all buildings to be located a minimum of ten feet from the watercourse buffer. Further, the applicant has also provided a flood level analysis which indicates the proposed townhouse buildings are located well outside the 1 in 100 year floodplain.

In order to address potential concerns relative to the suitability of the proposal in relation to marshes or bogs, the proposal was submitted to NSE for review and comment. Following a review of the proposal, NSE raised no concerns regarding the presence of marshes, bogs, or wetlands.

GENERAL NOTES:

- This building is to be constructed in accordance with current local and national building codes and bylaws.
- Building Contractor is responsible for determining all structural component sizes.
- Owner can be held liable in the absence of these plans and the contractor may incur. Scaffolding will not be responsible for any such errors, omissions, etc.
- Special building and assembly loads to which structural members are subjected shall be the responsibility of the owner and/or builder.
- Construction site conditions may cause variations in grade, soil conditions, etc. or exterior finish and placement of mechanical appliances.
- Blocking required under non-load bearing walls that are parallel to joists.

ITEM	REVISIONS	DATE

Case 16095
Schedule D

243 Olney Drive
Beverbank, N.S.
B4E 3L5
Tel: (902) 865-8476

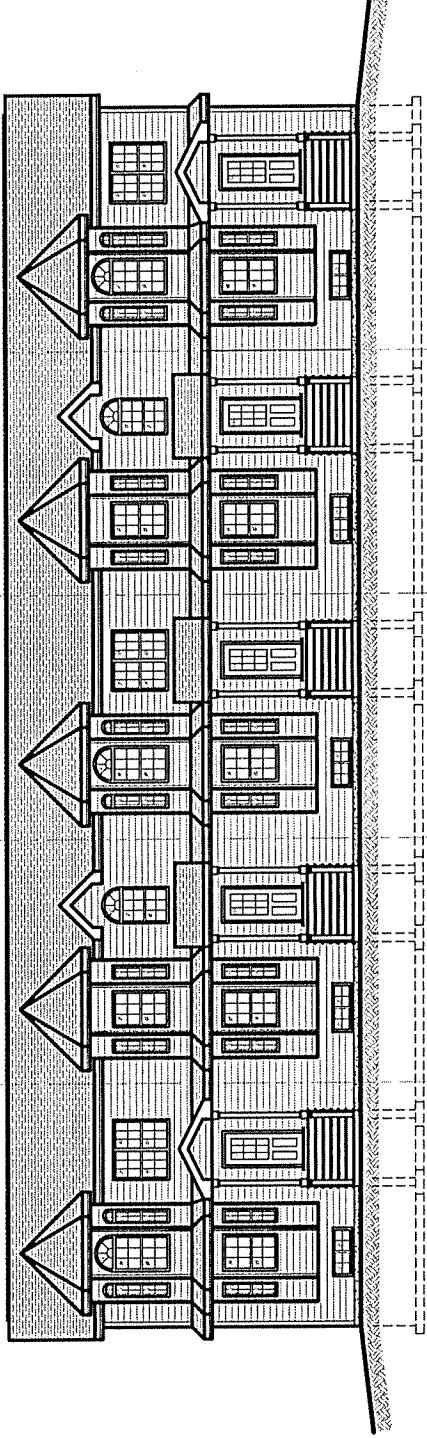
TITLE: FRONT ELEVATION

DWN. BY: SES

PROPERTY: Lot #

DATE: N.T.S. plans
SCALE: N.T.S. elevations

SHEET: 1 of 7



Lot #

GENERAL NOTES:

- This building is to be constructed in accordance with current local and national building codes and bylaws.
- Building Contractor is responsible for determining all structural component sizes.
- General note for truss: In the construction of these plans, the contractor is responsible for the accuracy of these plans. No liability will be assumed for any such errors, omissions, etc.
- Special building requirements to be noted below, however, the responsibility of the owner and/or builder.
- Construction site conditions may cause, whenever in grade, the location of exterior stairs and placement of mechanical equipment.
- Bleeding required under non-head bearing walls that are parallel to them.

ITEM	REVISIONS	DATE

Case 16095
Schedule E

243 Olney Drive
Beverbank, N.S.
B4E 3L5
Tel: (903) 865-8476

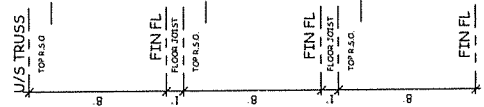
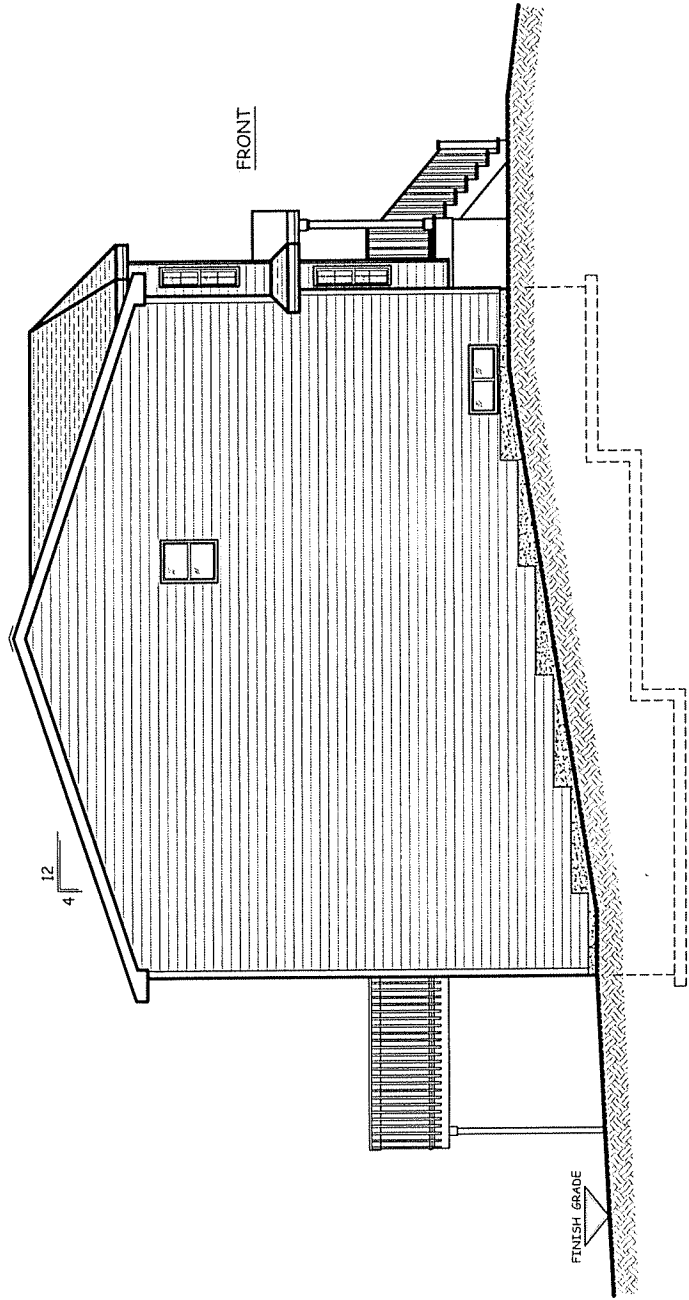
TITLE: **LEFT ELEVATION**

DWN. BY: **SE S**

PROPERTY: **Lot #**

DATE: **June 3, 2008**
SCALE: **N.T.S.** plans
 N.T.S. elevations

SHEET: **2 of 7**



Lot #

GENERAL NOTES:

- This building is to be constructed in accordance with current local and national building codes and bylaws.
- Building Contractor is responsible for determining all structural component sizes.
- Great care has been taken in the production of these plans but the architect does not accept any liability for errors, omissions, etc. will not be responsible for any such errors, omissions, etc.
- Special bearing and supports to be shown on sheets within the responsibility of the owner and/or builder.
- Construction site conditions may cause variations in grade, foundation, and placement of mechanical equipment.
- Blocking required under non-load bearing walls that are parallel to joists.

ITEM	REVISIONS	DATE

Case 16095
Schedule F

243 O'Leary Drive
Beverbank, N.S.
B4E 3L5
Tel: (902) 865-8476

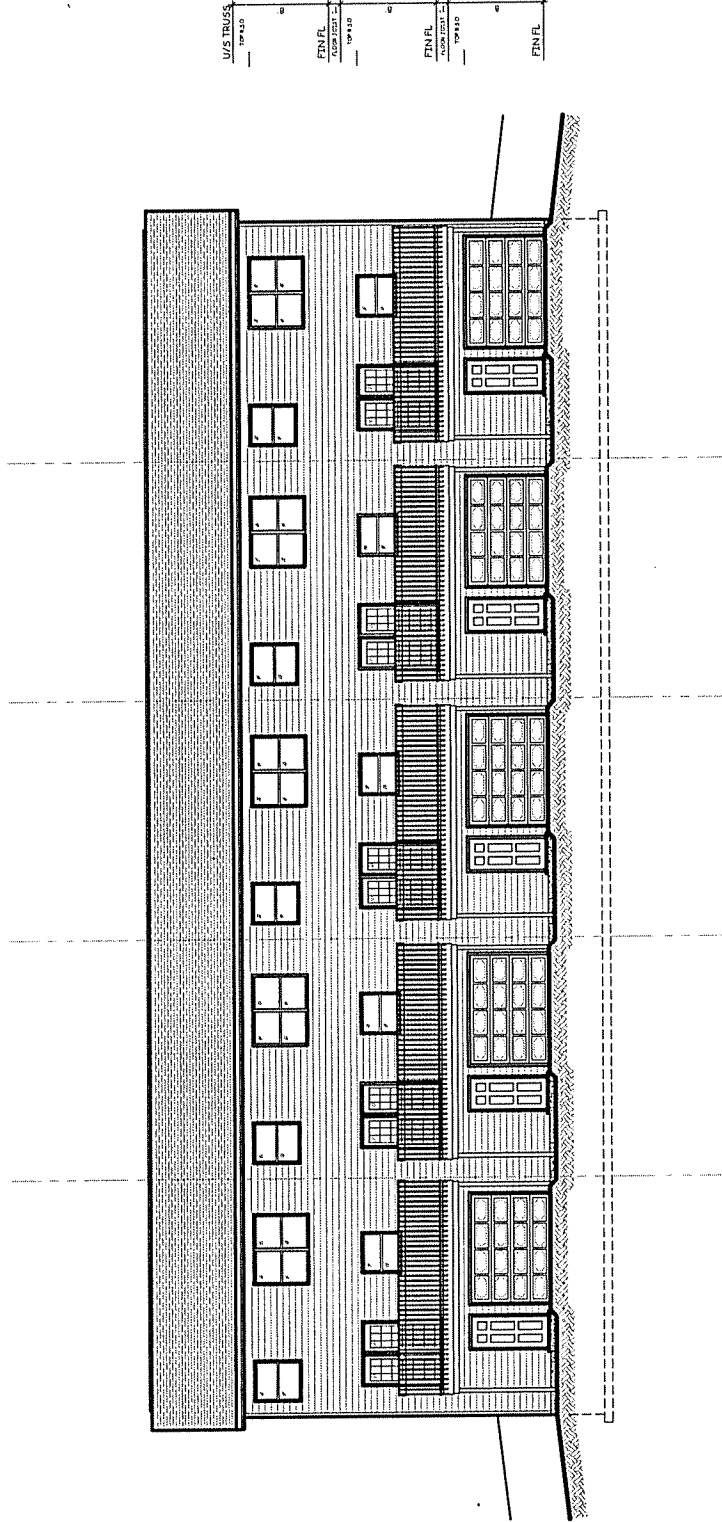
TITLE: **REAR ELEVATION**

DWN. BY: **SES**

PROPERTY: **Lot #**

DATE: **June 3, 2008**
SCALE: **N.T.S.**
plans elevations

SHEET: **4 of 7**



Lot #

GENERAL NOTES:

- This building is to be constructed in accordance with current local and national building codes and bylaws.
- Building Contractor is responsible for determining all structural component sizes.
- Owner has been advised in the introduction of these plans however errors or omissions may occur. S&B Inc. will not be responsible for any such errors, omissions, etc.
- Special provisions and approvals to such materials/ methods remain the responsibility of the owner and/or builder.
- Construction site conditions may cause variations in grade and placement of mechanical equipment.
- Blocking required under non-load bearing walls that are parallel to joists.

ITEM	REVISIONS	DATE

Case 16095
Schedule G

243 Olcott Drive
Blawiebank, N.S.
B4E 3L5
Tel: (902) 855-8476

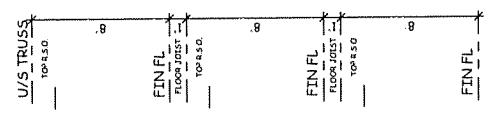
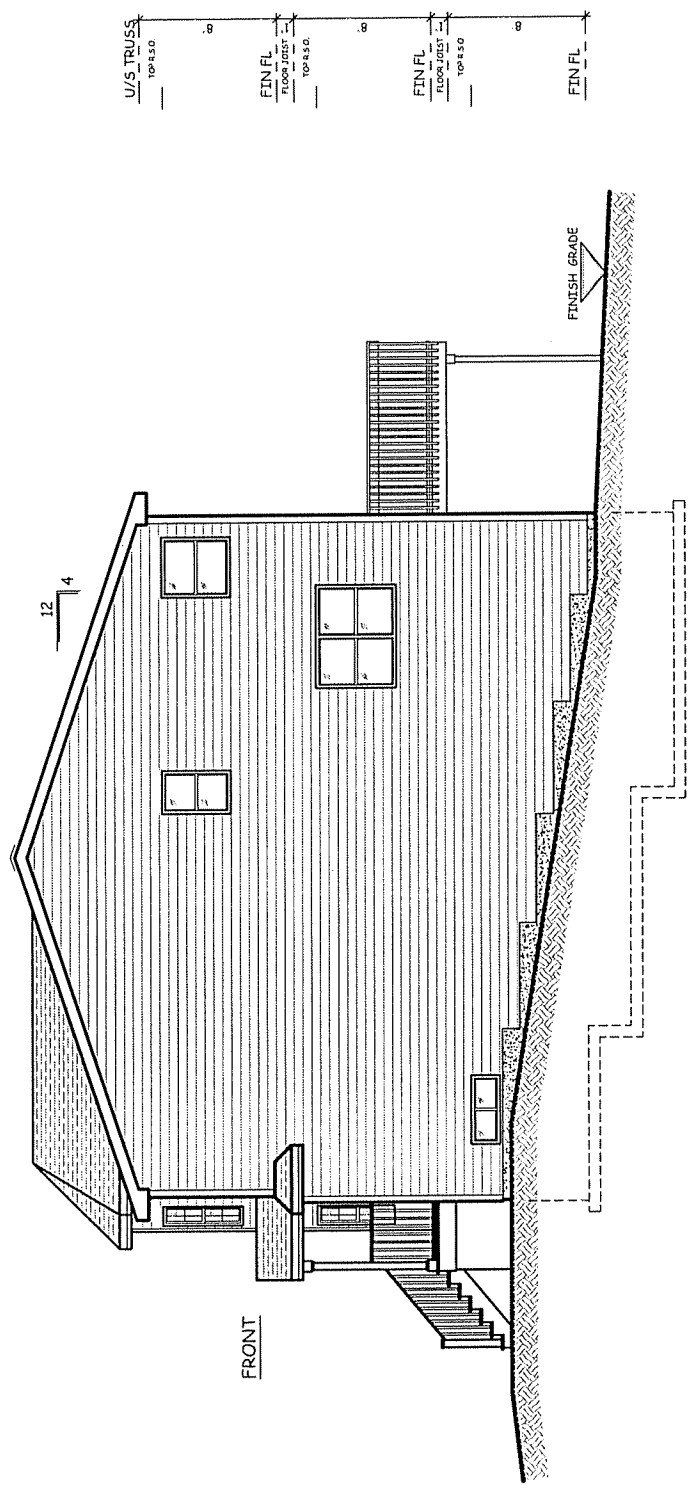
TITLE: **RIGHT ELEVATION**

DWN. BY: **SES**

PROPERTY: **Lot #**

DATE: **June 3, 2008**
SCALE: **N.T.S.** plans
 N.T.S. elevations

SHEET: **3 of 7**



FRONT

Lot #

Case 16095 Attachment C
Minutes from the June 17, 2011 Public Information Meeting

Public Information Meeting
Case 16095
June 17, 2010

In attendance: Councillor Lund
Miles Agar, Planner, Planning Applications
Hilary Campbell, Planning Technician
Gail Harnish, Planning Services
Mark Covan, Applicant
Jacqueline Farrow, Applicant

Call to order, opening comments

Mr. Miles Agar called the public information meeting (PIM) to order at approximately 7:00 p.m. at the Tantallon Public Library. The purpose of tonight's meeting is to discuss a planning application which deals with a proposed townhouse style development on French Village Station Road in Upper Tantallon.

Overview of planning process

Mr. Agar advised an application was received from Village Station Townhomes Limited to consider ten residential townhouse units in two separate buildings. The application will be considered through the development agreement process.

Mr. Agar pointed out the property in question on a location map, as well as the surroundings, including the Hammonds Plains Road, the St. Margarets Bay Road, the Rails to Trails corridor, the elementary school, the private school, and the entrance to the St. Margarets Bay Village subdivision.

Mr. Agar reviewed the site information:

- the parcel of land is 2.65 acres in size
- the zoning of the property is MU-1 (Mixed Use) 1

The MU-1 zone permits single and two unit dwellings but it does not permit multi-unit or townhouse style development. There is policy (Policy MU-4) in the Planning Districts 1 & 3 (St. Margarets Bay) Municipal Planning Strategy (MPS) which enables Council to consider a proposal of this nature through the development agreement process. He reviewed the criteria of Policy MU-4.

- that the architectural design and scale of any building(s) are compatible with nearby land

- uses;
- that adequate separation distances are maintained from low density residential developments and that landscaping measures are carried out to reduce the visual effects of the proposal;
- the general maintenance of the development;
- that open space and parking areas are adequate to meet the needs of residents and that they are suitably landscaped;
- the means by which solid and liquid waste will be treated;
- the effect of the proposed use on traffic volume and the local road networks, as well as traffic circulation in general, sighting distances and entrance to and exit from the site; and
- the provisions of Policy IM-9.

Policy IM-9 talks about more general policy criteria that needs to be taken into consideration by Council when making its decision. He highlighted some of the criteria from Policy IM-9:

- that the proposal is in keeping with the general intent of the MPS;
- the adequacy of on-site sewerage and water services;
- the adequacy or proximity of school, recreation or other community facilities;
- open storage and signs; and
- suitability of the site.

Mr. Agar reviewed the proposed site plan, pointing out:

- there is a small brook that runs along the eastern side of the property
- ten townhouse units are proposed in two separate buildings with driveway access

Mr. Agar displayed drawings of the proposed front elevations, noting there are two storeys at the front grade, and garages are proposed at the basement level at the back. He also displayed a site grading plan, noting the sewage treatment facility is located to the rear of the proposed buildings.

Mr. Agar reviewed the planning process:

- we are now holding the PIM
- staff will do a detailed review of the proposal, which will include getting comment from internal and external review agencies and getting comment from the Halifax Watershed Advisory Board
- staff will prepare a report, which includes a recommendation, and a draft development agreement which will be tabled with Western Region Community Council
- Community Council will decide whether or not to proceed by scheduling a public hearing; if they proceed, a public hearing is held
- there is an appeal process

Presentation of Proposal

Mr. Mark Covan presented their proposal:

- The development will consist of up to ten units in two blocks on a 2.65 acre parcel of land. That would be the maximum number of units that could be put on this piece of land. This is not a case of where they are doing ten units and then another ten units. He has heard some concerns being expressed about when does it end - it is ten units only.
- If approved, the property will be held by a Condominium Corporation.
- The sewage disposal is by way of a re-circulating sand filter system. This type of system is being used by Superstore and Sobeys. There is no City sewer system in this area so you have to use a disposal system of some sort. Re-circulating sand filters allow you to process large amounts of sewage. The water is being discharged into a disposal field so there is no discharge into the brook.
- The water will be supplied by four wells. The groundwater assessment has been completed, which is still under review by HRM. They are planning to use water saving devices wherever possible.
- The Condominium Corporation will own the property. The Condominium will own the land and the buildings, and the people who own the Condominium will have shares in the Corporation. The condominium owners run the Condominium Corporation, so it is run by the owners for the owners.
- They want to go by way of a condominium because the Department of the Environment (DOE) only allows you to have one sewage treatment plant per property. It is not realistic to have ten septic systems. The Condominium Corporation would maintain the sewage system and the wells and would maintain the property, ie., mowing. This may appeal to seniors and people with disabilities. This also provides continuity in terms of the appearance of the building and maintenance over time.
- There is no other development in the area that they know of where a residential condominium structure is being used. People in the area, as they grow older, will not be able to do maintenance any more, so this type of development would make it possible for them to stay in the area.
- Bayview Developments is the developer - there is just the two of them. They did the development at 5280 St. Margarets Bay Road where Jumbo Video and M & M Meat Shop is located. They try to design their buildings in a way that is environmentally conscious and they fit in the community in terms of size, scope and appearance. They installed water saving devices on the property previously mentioned where DOE had required a 200' septic bed on the site. Because of those water saving devices, they were at one point only at 20% of the system with the first building. DOE then allowed them to put up the second building on the same system and they were still well below 50% of the system. They use local businesses and contractors whenever possible.
- The property is zoned MU-1 which permits many different types of uses as-of-right.
- The property is adjacent to Rails to Trails, and is within walking distance to various local businesses.

Mr. Covan, referencing a site plan, pointed out a small brook that runs through the property and goes onto the Esso property. There is a HRM requirement for a 66' setback from the brook.

Mr. Covan displayed a plan showing the exterior details. Each unit will have three parking spaces; one inside of the garage and two outside. You can either go in through the front entrance or the rear entrance, which is made possible because of the grading on the site. He also displayed a plan showing the front elevations, pointing out there would be a widow's peak on the building, they would have siding, and a small overhang over the door. He also displayed a plan showing side and rear elevations.

Mr. Covan reviewed inside and outside unit features:

- each unit would have a deck on the back
- each unit would have three bedrooms and three baths
- low energy appliances and water use fixtures would be in each unit where possible
- hardwood and ceramic floors will be standard finishes throughout the units
- each unit would have a high efficient heat pump which would provide heating and cooling. These are one of the most expensive systems to install but one of the least expensive to operate. They are trying to reduce their carbon footprint now and in the future.
- a high efficient electric fireplace accents the livingroom area

Mr. Covan advised they had to prepare a landscaping plan, which he displayed. You can see the addition of a lot of trees and shrubs throughout the property, particularly across the front and at the back. They will do whatever they can to keep the natural trees and shrubs, and then they will add whatever is required by HRM.

Mr. Covan also displayed their site grading plan. He pointed out the required 66' setback. They are anticipating the entrance will be one-way. They are anticipating cars going in one way and out one way. They hoped that will help ease the flow of traffic.

Questions and comments

Ms. Patricia Rustad, Hubbards, indicated it was her experience that heat pumps could be very noisy, and encouraged that they get quiet ones for these units. They had a quiet one but the house next to them had a noisy one outside. She asked if the heat pumps would be on the outside of the proposed units.

Mr. Covan responded they would be on the outside of the unit. They would be on the back of the building beside the garage door.

Ms. Rustad noted water is another concern. She referenced the setback from the brook and asked if that was a floodplain.

Mr. Agar responded the 66' setback was a requirement of the land use by-law (LUB) and the Regional Plan to protect riparian areas or areas immediately adjacent to watercourses. It could be more than that based on the slope.

Ms. Rustad asked if each unit would have a water meter to see how much water they used.

Mr. Covan advised there will be a pump house where the well is located. Whatever unit is being serviced by that well will have the pump house assigned to it. They did not consider metering the water but that is something the Condominium Corporation could look at.

Ms. Farrow advised that each well would be connected to each other so that if one started to run low, then it would draw from the other wells. If there is fluctuation, they can draw on each other.

Ms. Rustad asked if they planned on developing other condominium units in the area.

Mr. Covan responded he did not think there is any land left. Water and septic is a problem for any type of development in this area, as this area has enormous issues with water. They looked at the land and what is reasonable with 2.65 acres and thought ten units was reasonable.

Ms. Farrow confirmed each unit would have approximately 1600 sq.ft on the two floors. If anyone finished their basement, then they would have additional square footage.

Ms. Rustad asked if there would be a back-up valves on the toilets.

Mr. Agar noted there is no municipal water and sewer services available in this area.

Ms. Rustad noted they could not put a toilet in the basement of their townhouse where they previously lived and the city had a back-up valve on the toilet.

Mr. Doug Poulton, Glen Haven, representing the St. Margarets Bay Seniors Association, questioned if these would be classified as luxury townhouses, and asked about the cost of them. He previously had a conversation with Ms. Farrow about the units being senior friendly. The townhouses, being two storeys, causes a problem for some. Affordability is one of the things they are talking about in their senior's group. They are trying to find developments that will be friendly to seniors both ways - physically and financially.

Mr. Covan responded they are not a big company. There is just the two of them so they can do developments for less than a company with a CAO, etc. In terms of the price of the units, a lot of it that will depend on this process. If HRM, through this process, is looking for additional things that do not cost much money, then the price will be lower. If there is a requirement for a lot of additional things not already being proposed, then the project may not be economically feasible. He thought there was a market and a need for these condominiums.

Mr. Poulton questioned what price range they were looking at.

Mr. Covan responded probably in the range of \$300,000, although there are a lot of unknowns at this point. He would like to see his 85 year old father and 83 year old mother in something like this, so it has to be affordable but also of a high quality. They want something that will last for a

long time, and part of the attraction for a condominium owner is knowing they will not have to do any maintenance.

Councillor Lund referenced the cedar shingling on the other development they did at 5280 St. Margarets Bay Road, and asked what they planned on doing here.

Mr. Covan responded they were unable to put cedar shingling on the second building at the other development because there were fire concerns, and they ended up with hardi-plank. In terms of this development, they had to consider the costs and suspected it would be hardi-plank or siding. He also confirmed they did not intend to do any fencing.

Councillor Lund asked what the footprint of the property would be in terms of the Condominium Corporation.

Ms. Farrow advised they would have to do a lot description stating what each property owner is purchasing. That description can be anything from the perimeter of the yard or the way into the interior of the building. They intend on having the description such that each unit owner would own from the exterior walls in and the Condominium Corporation would own from the exterior walls out. It is anticipated that the exterior of the buildings would be maintained at the expense of the Condominium Corporation, whereas the interior would be the owner's expense.

Councillor Lund asked how far away they were from the trail.

Mr. Covan responded perhaps 100 to 150 yards.

Ms. Anne Dunsworth, Boutilliers Point, indicated she was employed at the complex on the other side of this development. She agreed with Mr. Poulton's comments relative to seniors, particularly the two storeys, and did not know if the senior's connection was a good thing.

Ms. Dunsworth noted there are water problems in the area. An excavator was behind the Superstore for the past couple of weeks working on what she thought was their septic system. She was told by Superstore employees there have been major problems with their state of the art septic system, and would encourage them to check on that before they use that type of system.

Ms. Farrow advised she was speaking with one of their engineers who is familiar with the system, who indicated the deep fryers in their store was causing a problem with their sewer disposal system.

Mr. Covan indicated they metered the water when they owned the former development at 5280 St. Margarets Bay Road. They also hired Hilcheys to come in every thirty days to maintain that system.

Mr. Agar advised one of things staff has to consider when evaluating this application is the adequacy of the site in terms of the water and sewer system. A groundwater assessment report

has been submitted which will be reviewed by HRM staff. The sewage treatment plant has to be approved by the Department of the Environment (DOE) who is the regulating authority. He understood they already went through the process and received that approval.

Mr. Covan confirmed the septic system was approved by DOE.

Ms. Dunsworth commented the pump water system is immense.

Mr. Agar advised that is one of the reasons for the groundwater assessment report. That report, which will determine if this development will impact the site and surrounding area, is still being reviewed. He confirmed that would be presented as the process moves forward.

Mr. MacLellan asked how long this process would take.

Mr. Agar responded six to eight months. We are at the front end of the process. Because there is a water question, we will seek input from the Halifax Watershed Advisory Board who only meets once a month.

Mr. MacLellan commented they are probably a year away from seeing the project go up.

Ms. Carrie Ramsay indicated water table considerations was a concern, and asked if they would look at the experiences of other locations in the province, such as Beaver Bank.

Mr. Agar responded the level of detail for past developments has varied. For this development we are trying to get a sense of how much water is available and how much the site can sustain.

Ms. Ramsay referenced the traffic flow issue, and asked if there has been any discussion about improving the road where the train station is.

Mr. Agar responded he was not aware of any discussion. The road is owned by the Province and not the Municipality. Matters related to the access and impact to the road network is the jurisdiction of the Province. He understood the Province had no concerns at this point about the access and the number of proposed units.

Ms. Ramsay referenced the condition of the road and noted there would be higher usage on it as a result of this development.

Mr. Covan advised the Department of Transportation (DOT) has not required a traffic impact statement.

Ms. Ramsay commented the road is like a farmer's field.

Mr. Covan concurred it is rough. In terms of additional traffic, since the lights went in at the corner, he felt that concern was eliminated. There is a chance somebody will drive down and turn left but he thought the bulk of the traffic would turn right. They have approval from DOT for the

entrance.

Councillor Lund asked if the building would be visible along Highway #3 in the area of the Redmonds Mall.

Mr. Agar noted at the rear portion of the site, furthest from the road where it abuts Rails to Trails, there is an elevation change of about 10-12', and then the commercial development is on the other side. He did not know how visible it would be. He thought the change in elevation would create a bit of a barrier.

Mr. Covan said he thought they would have to really look to see it. If you were in front of the Irving station and looked over, he thought the only thing they would see was the mall.

Mr. Keith Ayling, Masthead News, indicated the Stewardship Association, the Chamber of Commerce, and the Tourism Association just completed a three year visioning process for the Tantallon Crossroads area, which will be going to Western Region Community Council. He asked if the applicants had any discussion with that group to see how their project would fit in with the overall concept for that area. If the work of the visioning group if approved, it will result in changes to the MPS and LUB.

Mr. Covan stated he was not aware of it and has not had any discussions with that group. A lot of their discussion has been with HRM staff.

Mr. Ayling said it was quite a major study which took three years and was just presented to Council last Friday.

Mr. Agar indicated the process he was speaking about has not been validated by HRM. The Regional Plan identified this area has a centre, and there is language in the Regional Plan that talks about doing visioning in centres. This work is happening before the visioning takes place for the wider area.

Councillor Lund advised Roger Wells has been engaged with this group since January. The work of this group will be incorporated into a visioning document.

Mr. Agar noted the MPS for this area allows Council the ability to entertain an application of this type through the development agreement process. In order to amend the MPS policies, the visioning would act as a catalyst for that. The formal visioning process discussed in the Regional Plan has not been kicked off yet.

Mr. Poulton advised the visioning plan tries to encourage housing around the Crossroads, so it is not that they will get any roadblocks to what is being proposed.

Councillor Lund concurred, noting part of the visioning process is to encourage development that creates walkability.

Mr. Covan commented it makes sense that residents are able to walk to amenities. They want to build a quality development and not rowhouses that would not be properly maintained.

Ms. Sheila Keating, Head of St. Margarets Bay, stated she was surprised this would be happening separate and not as part of the visioning process. Hundreds of people have been involved. Would those visioning sessions not be considered when this application is being made? This is definitely in the heart of the Village that has been discussed over several years. As part of that, various types of residential development is being promoted. She asked if the zoning would be changed from mixed use to residential.

Mr. Agar advised the zoning would remain as it is but the property would be covered by a development agreement.

Ms. Keating asked if staff would consider the visioning process and how this development fits within that visioning.

Mr. Agar advised we are legally obligated to evaluate this proposal based on the criteria of the MPS of the day. We can, through this process, seek out the opinions of the public but the current policy and its criteria is what drives the application.

Ms. Keating commented the Canadian Tire was an eye opener for the community and there was an initiative to limit commercial development.

Mr. Agar advised it is a mixed use zone. If the request was for more than 7500 sq.ft. of commercial, they would be going through a similar process.

Ms. Keating noted there was reference to a staff recommendation and then whether or not it would go to a public hearing.

Mr. Agar advised that Council has to hold a public hearing prior to approving an application of this type. Prior to holding a public hearing, Council must give notice of its intention. It is Council's choice whether or not to hold a public hearing.

Ms. Keating commented the visioning process has been a long road and she thought a lot of people are happy with the outcome of that process, so she hoped any development happening in the area would take the visioning process into consideration.

Ms. Farrow advised she had planned on making a presentation to the Chamber.

Mr. Poulton suggested they meet with a representative of each of the three groups.

Mr. Poulton noted all commercial development is required to have grease traps when they install their systems so something has not happened properly at the Superstore.

Adjournment

The meeting adjourned at approximately 8:15 p.m.