

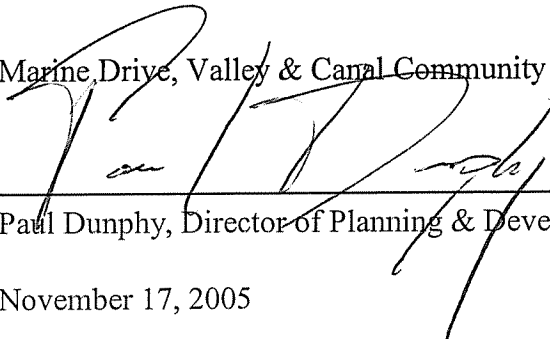


P.O. Box 1749
Halifax, Nova Scotia
B3J 3A5 Canada

8.1.1

Marine Drive, Valley & Canal Community Council
November 30, 2005

TO: Marine Drive, Valley & Canal Community Council

SUBMITTED BY: 
Paul Dunphy, Director of Planning & Development Services

DATE: November 17, 2005

SUBJECT: Case 00428: Development Agreement for Paddy Excavations, Waverley

SUPPLEMENTARY REPORT

ORIGIN

Application by 2338685 Nova Scotia Limited (Paddy Excavations)

RECOMMENDATIONS

It is recommended that Marine Drive, Valley & Canal Community Council:

- 1. Repeal the existing development agreement (Attachment "E") of the October 26, 2005 Staff Report which is registered as Document Number (45782) in Book Number (5645) at Pages (84 to 95) in the Registry of Deeds for Halifax subject to the signing of the attached agreement (Attachment "A").**
- 2. Approve the revised development agreement as set out in Attachment "A".**
- 3. Require that the development agreement be signed within 120 days, or any extension thereof granted by Council on request of the applicant, from the date of final approval by Council and any other bodies as necessary, whichever is later; otherwise this approval will be void and obligations arising hereunder shall be at an end.**

BACKGROUND

On November 8, 2005, Marine Drive, Valley & Canal Community Council moved Notice of Motion and scheduled a public hearing for November 30, 2005, to consider a development agreement for Paddy Excavations. In moving the motion, it was requested that the following amendments be made to the development agreement:

1. *Clause 2.3.1 shall be amended to add the following after the words "such alteration": Notwithstanding the previous statement and Schedule B, the Developer may be permitted to expand Buildings A and B so that the combined gross floor area does not exceed 5500 square feet. This expansion shall be subject to the height and yard requirements for the C-2 Zone. Uses permitted within the C-2 Zone and by this agreement shall be permitted within the expanded building.*
2. *Clause 3.1 (a) shall be deleted*
3. *Clause 2.4 (h) shall be deleted.*

These changes have been included in the revised development agreement (Attachment A).

DISCUSSION

The removal of clauses and additional wording necessitated minor changes to the text of the proposed development agreement as shown in Attachment A.

Staff have reviewed the proposed changes and it is the opinion of staff that the proposal as amended reasonably meets the intent of the Municipal Planning Strategy.

BUDGET IMPLICATIONS:

None.

FINANCIAL MANAGEMENT POLICIES / BUSINESS PLAN

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

ALTERNATIVES

1. Council may approve the development agreement appended as Attachment A to permit an expansion to the commercial development at 1 Sawlers Road, 5 Sawlers Road and 1495 Cobequid Road, Waverley. This is the recommended course of action.
2. Council may refuse to enter into the development agreement, and in doing so, must provide reasons based on conflict with existing MPS Policy. This is not recommended.
3. Council may choose to request modifications to the development agreement. Such modifications may require further negotiations with the developer. This alternative is not recommended as the agreement adequately addresses MPS policy.

ATTACHMENTS

Attachment A: Revised Development Agreement

Additional copies of this report, and information on its status, can be obtained by contacting the Office of the Municipal Clerk at 490-4210, or Fax 490-4208.

Report Prepared by: Andrew Bone, Planner 1, Planning and Development Services, 869-4226

Attachment A - Revised Development Agreement

THIS AGREEMENT made this day of , 2005,
BETWEEN:

2338685 NOVA SCOTIA LIMITED.
(hereinafter called the "Developer")

OF THE FIRST PART

-and-

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

OF THE SECOND PART

WHEREAS the Developer is the registered owner of certain lands located between Cobequid Road, Sawlers Road and Old Highway 2 in Waverley and which said lands are more particularly described in Schedule "A" to this Agreement (hereinafter called the "Lands") and;

AND WHEREAS the Municipal Council of Halifax County Municipality approved an application by the Developer to enter into a development agreement to allow for the construction of a new building and the continuation of the use of the property as a Storage Yard for construction materials and a maintenance facility for construction equipment on the Lands, which said development agreement was registered at the Registry of Deeds in Halifax as Document Number (45782) in Book Number (5645) at Pages (84 to 95) (hereinafter called the "Previous Agreement");

AND WHEREAS the Developer has requested an amendment to the provisions of the Agreement to allow for an expansion to the storage yard and maintenance facility on the Lands pursuant to the provisions of the Municipal Government Act and the Municipal Planning Strategy and Land Use By-law for Planning District 14 and 17;(hereinafter called the "Proposed Agreement");

AND WHEREAS the Marine Drive, Valley and Canal Community Council for the Municipality approved this request at a meeting held on November, XX, 2005, referenced as Municipal Case Number 00428;

AND WHEREAS the Marine Drive, Valley and Canal Community Council for the Municipality approved discharged the Previous Agreement at a meeting held on November, XX, 2005;

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 The Developer agrees that the Lands shall be subdivided, developed and used only in accordance with and subject to the terms and conditions of this Agreement.
- 1.2 Except as otherwise provided for herein, the development and use of the Lands shall comply with the requirements of the Land Use By-law of Planning Districts 14 and 17, as may be amended from time to time.
- 1.3 Except as otherwise provided for herein, the subdivision of the Lands shall comply with the requirements of the Subdivision By-law of Halifax County Municipality, as may be amended from time to time.
- 1.4 Pursuant to Section 1.2 and 1.3, 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 and Subdivision By-law to the extent varied by this Agreement), or any statute or regulation of the Province of Nova Scotia, and the Developer or lot owner agrees to observe and comply with all such laws, by-laws and regulations in connection with the development and use of the Lands.
- 1.5 Where the provisions of this Agreement conflict with those of any by-law of the Municipality applicable to the Lands (other than the Land Use By-law and Subdivision By-law to the extent varied by this Agreement) or any provincial or federal statute or regulation, the higher or more stringent requirements shall prevail.
- 1.6 The Developer and lot owner 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 regulations, by-laws or codes applicable to any lands owned by the Developer or lot owner.
- 1.7 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: USE OF LANDS AND DEVELOPMENT PROVISIONS**2.1 Schedules**

The Developer shall develop and use the Lands in conformance with the site plans, design drawings, renderings and supporting technical documents, attached as the following Schedules to this Agreement:

Schedule "A"	Legal Description of the Lands of 2338685 Nova Scotia Limited, identified as Lot C-1(PID#40607194) and Lot C-2 (PID#40607186).
Schedule "B"	Site Plan
Schedule "C"	Erosion and Sedimentation Control Guidelines

2.2 Land Use

The use of the Lands permitted by this Agreement, subject to its terms and as generally illustrated on Schedule "B", are the following:

- a) C-2 uses permitted under the Planning Districts 14 and 17 Land Use By-law, as amended from time to time.
- b) Storage of construction equipment and materials and for the operation of Maintenance Facilities subject to the terms of this agreement.

2.3 Detailed Land Use Provisions**2.3.1 Building Alterations**

The Developer shall not alter the location or size of the Existing Buildings, as illustrated on Schedule "B", unless permitted by the Land Use By-law or this Agreement is amended in accordance with the provisions of Part 3 so as to allow such alteration.

Notwithstanding the previous statement and Schedule B, the Developer may be permitted to expand Buildings A and B so that the combined gross floor area does not exceed 5500 square feet. This expansion shall be subject to the height and yard requirements fo the C-2 Zone. Uses permitted within the C-2 Zone and by this agreement shall be permitted within these buildings.

2.3.2 Scope of Work

The Developer shall be permitted to perform maintenance and repair work on equipment and vehicles which are owned, leased or rented by the Developer and are used in connection with the Developer's construction/excavation business.

2.3.3 Hours of Operation

- a) No activity related to the operation of the Developer's business, the construction storage yard or Maintenance Facility shall be conducted on the Property except between the hours of 7:00 a.m. to 8:00 p.m., Monday to Saturday inclusive.
- b) Notwithstanding Section 2.3.3 a), the Developer may conduct internal office administration work and perform maintenance and repair work on the Developer's equipment and vehicles within the buildings located on the lands beyond the permitted hours of operation. All maintenance building doors shall be closed during such maintenance. Any work on site shall conform with all other applicable by-laws.

2.3.4 Outdoor Storage

The Developer shall store all materials and equipment used in connection with the operation of the Developer's construction/excavation business only within the Existing Buildings or accessory buildings except that the Developer shall be permitted the following:

- a) Vehicles used in connection with the Developer's construction and excavation business (herein referred to as "Construction Vehicles") shall be permitted to be stored outside of the Buildings on the Property subject to and in accordance with the following conditions:
 - i) The Developer shall park Construction Vehicles only in the area illustrated on the Site Plan as "Vehicle Storage Area";
 - ii) The Developer may store materials such as soil, sand, gravel or other similar material on or in any construction vehicle parked on the Property.
 - iii) Non-operating or derelict vehicles or vehicle parts, shall not be permitted to be stored, kept or placed on any part of the property.
- b) The developer may store corrugated or ribbed plastic pipe in the location identified on the Site Plan provided the material is not stored on a septic field.
- c) The developer shall be permitted to store salt within the existing salt storage shed provided an impervious surface of concrete or asphalt be provided.

2.3.5 Parking and Access

The Developer shall provide safe access and adequate parking on the Property at the locations generally illustrated on the Site Plan and as follows:

- a) The Parking shall meet the following requirements:
 - i) The number of parking spaces shall be in accordance with the requirements of the Land Use By-law.
 - ii) The parking lots shall be hard surfaced or gravelled, and treated to prevent the rising of dust or loose particles when necessary.

- b) All areas not identified for vehicle storage or access may be used for circulation or temporary parking.
- c) The following access points may be permitted to the site:
 - i) The existing driveway near the intersection of Sawlers Road and Old Scott Road.
 - ii) The existing driveways on Cobequid Road adjacent to the existing office building..
 - iii) A new access on Cobequid Road at the existing gate subject to the approval of the Development Engineer. The developer shall not operate this access outside the hours identified in Section 2.3.3a). Outside the identified hours, the gate shall be closed and locked.
- d) No additional access driveways to the Property shall be permitted unless this Agreement is amended pursuant to Part 3 so as to permit such change or additional access.

2.3.6 Landscaping

The Developer shall landscape the areas along the north, west, and south boundaries of the Property illustrated on the Site Plan as “Landscaped Buffer,” in accordance with the following requirements:

- a) all existing trees and vegetation along the shall be maintained along the west and south boundaries.
- b) a new landscaped buffer shall be planted adjacent to Cobequid Road. This vegetation shall be comprised of a mixture of coniferous trees of the Canadian Hemlock (33%), White Spruce(33%) and Norway Spruce (33%) varieties . The trees shall be planted 8 feet on center and staggered. Notwithstanding the specified tree varieties, the Development Officer may permit other coniferous varieties in consultation with the Urban Forester.
- c) any such vegetation when planted, shall be at least 200 cm in height; and,
- d) no vegetation in these areas shall be cut below a height of six (6) feet above ground level.
- e) No Municipal Development Permit shall be issued until security is provided to Halifax Regional Municipality in the amount of 110 per cent of the estimated cost of completion of all landscaping as detailed in this agreement. The security shall be in favour of Halifax Regional Municipality and may be in the form of a certified cheque or irrevocable letter of credit issued by a chartered bank. The security shall be returned to the Developer only upon completion of the landscaping as determined by the Development Officer.
- f) All landscaping (listed above) shall be completed within one (1) year of the date of registration of this agreement with the N.S. Registry of Deeds.

2.3.7 Signs

The Developer shall be permitted to erect the following signs:

- a) one facial wall sign on the Existing Building “B” which shall be located as illustrated on the Elevation Plan. No other signs shall be permitted on the Existing Building (A,B and C).
- b) one ground sign, except mobile and moveable signs, on the Property subject to compliance with the requirements of the Land Use by-law relating to ground signs.
- c) Notwithstanding Section 2.3.7 a) and b), the Developer shall be permitted signage in association with other land uses permitted under the Land Use By-law, such as the Existing Office, subject to the provisions of the Land Use By-law.

2.3.8 Lighting

The Developer may provide exterior lighting subject to the following:

- a) Lighting shall be directed to driveways, parking areas, building entrances, walkways and common areas and shall be arranged so that substantially all directly emitted light falls within the property line.
- b) All lighting not required for safety and security, shall be extinguished within one hour after the end of the business day and remain extinguished until one hour prior to the commencement of the next business day.
- c) No lighting may be used in any manner that could interfere with the safe movement of motor vehicles on public streets, including:
 - i) Any fixed light not designed for roadway illumination that produces incident or reflected light that could be disturbing to the operator of a motor vehicle;
 - ii) Any light that may be confused with or construed as a traffic control device except as authorized by the Traffic Authority.
 - iii) Any blinking, flashing, or changing intensity lights, except for temporary holiday displays.

2.3.9 Accessory Structures

- a) The Developer shall be permitted to construct new accessory structures which meet the requirements of the C-2 zone and the Land Use By-law. Such structures shall be permitted provided they do not interfere with vehicular circulation on the site and are not located adjacent to Cobequid Road.
- b) The existing salt shed shall be permitted to remain subject to the following requirements:
 - i) the Developer obtains permits for existing salt shed.

- ii) the salt shed is located on an impervious surface of asphalt or concrete.
- iii) that the salt shed has doors which can be closed when not in use.
- iv) the salt shed shall be sided with either wood plank, clapboard or vinyl siding.
- v) the shed is located on the Lands that are subject to this agreement.

2.4 Streets and Municipal Services

- (a) Where water service is required, buildings shall be connected to the existing municipal water supply system. All design drawings and information shall be certified by a Professional Engineer and no development permit shall be issued by the Development Officer until written approval from the Halifax Regional Water Commission and any other applicable authorities, with respect to the design of all systems, has been received, if applicable. All plans shall be in compliance with municipal specifications and standards.
- (b) The design, installation and costs associated with the provision of services, including but not limited to, water supply, septic fields, storm sewer and utilities shall be the responsibility of the Developer.
- (c) Prior to any excavation or the placement of fill material on the Lands, the Developer shall submit detailed engineering plans which are certified by a Professional Engineer, including but not limited to a servicing plan, a stormwater management plan, and a lot grading plan.
- (d) Any disturbance to existing on-site and off-site infrastructure resulting from the development 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.
- (e) Plans shall demonstrate sufficient capacity to accommodate the proposed systems. The plans shall generally indicate proposed and finished grades on the site and the effects of development on the surface drainage of abutting properties. The plan shall demonstrate all surface water is managed within the confines of the subject lands and no surface water is discharged into public street or onto adjacent properties.
- (f) All plans shall be in compliance with municipal specifications and standards, unless otherwise determined by the Development Engineer.
- (g) The Developer shall provide a 6 m(20 ft) easement in favour of HRM for maintenance of the storm drainage culvert adjacent to Cobequid Road. The easement must meet the requirements of the Development Engineer.

2.5 Environmental Protection

- a) The Developer agrees to observe and comply with the provisions of the Topsoil By-law, and further agrees not to commence any disturbance or removal of topsoil, trees or vegetation, excavation, grading or other site work on the Lands, until a permit has been issued by the Development Engineer. Prior to any clearing, excavation or the placement of fill material on the Property, the Developer shall submit a Grading and

Drainage Plan indicating existing and proposed finished grades on the site and the effects of site drainage on the surface drainage of abutting properties and downstream receiving systems. The drainage plan shall receive written approval by the Municipal Development Engineer prior to commencement of the work. All costs and all work associated with the stormwater drainage system shall be the responsibility of the Developer.

- b) Prior to any grubbing, excavation or the placement of fill materials on the Property, the Developer agrees to have prepared by a Professional Engineer and submitted to the Municipality for review by the Municipal Engineer and the Department of Environment (if applicable), as part of the Developer's application for a municipal development permit, an Erosion and Sedimentation Control Plan for the Lands. The plan shall comply with the Erosion and Sedimentation Control Handbook for Construction Sites as amended from time to time by the Nova Scotia Department of Environment and generally reflects (Schedule "C"). Specifically, this plan should outline the temporary erosion and sedimentation control measures (vegetative and mechanical) to be used during active construction of the project with an emphasis on minimizing the amount of soil disturbed and the duration of exposed soil. The plan shall be reviewed by the Municipal Development Engineer and N.S.D.E.L prior to commencement of the work. All costs and all work associated with the implementation of the plan shall be the responsibility of the Developer.
- c) Pursuant to Section 2.5(b), all earthworks and construction on the Property shall comply with the requirements of Schedule "C". Conformance to this Schedule shall be a condition of any development permit, and the Development Officer shall require the Developer to post security in the amount of five thousand dollars (\$5,000.00) to ensure the environmental protection measures are properly implemented and maintained according to the terms of this Agreement. The security shall be in favour of HRM and may be in a form of certified cheque or irrevocable letter of credit issued by a chartered bank. The security may be used by the Municipality to complete any outstanding deficiencies and the remainder shall be returned to the Developer upon the total completion of the development.
- d) The Developer agrees to construct at its own expense, a Stormwater Management System on the Lands which conforms to the design accepted by the Development Engineer which includes the following:
 - i) a vegetated berm along the boundary of the adjacent wetland with all drainage directed to a sediment basin appropriately sized to adequately remove sediment from the runoff.
 - ii) the construction of a concrete or asphalt apron adjacent to maintenance facilities which directs drainage to an oil and grit separator prior to discharge.
 - iii) certification from a Professional Engineer that the systems have been constructed in accordance with the approved design and the manufacturer's specifications.
- e) The Developer agrees to undertake, at its own expense, a regular maintenance program on the stormwater management system components in accordance to the manufacturer's specifications.

- (f) The Developer shall maintain the Non-disturbance Zone as indicated on the site plan. No fill shall be placed in this area and the Developer shall not develop this area for any land use.
- g) The Developer shall not process or produce any materials or waste that are defined as “dangerous goods” or “hazardous waste” under the “Dangerous Goods and Hazardous Waste Management Regulations.
- h) Construction materials and other wastes shall not be burned, buried, or discarded on the Property.
- i) The Developer shall construct a permanent barrier around the on-site septic system areas, as illustrated on the Site Plan, sufficient to prevent vehicles and equipment from traversing across the system.

2.6 Maintenance

- a) The Developer shall maintain and keep in good repair all portions of the development, including but not limited to, the interior and exterior of the buildings, fencing, retaining walls, parking areas, driveways and walkways, and the maintenance of all landscaping and buffer areas including the replacement of dead plant stock, trimming and litter control, and snow removal from driveways, parking areas and walkways.
- b) The Developer shall adopt appropriate dust control measures to minimize dust rising from the site and as required by the Development Officer.

2.7 Approvals/Permits

- (a) The Developer shall not commence construction until a municipal development permit has been issued by the Municipality. In addition to complying with all other terms and conditions of this Agreement, and any applicable provisions of the Land Use By-law, issuance of a municipal development permit is conditional upon the Developer obtaining and providing to the Development Officer a copy of each of the following:
 - i) A Topsoil Removal permit granted by the Municipal Development Engineer pursuant to the Topsoil By-law, in accordance with the terms and conditions of this Agreement;
 - ii) An Erosion and Sediment Control Plan in compliance with the NSDOE Guidelines and Servicing and Grading Plan which have been approved by the Development Engineer for the entire Property and the Municipality has received the required security for such a plan;
 - iii) A Street and Services permit required for the new access to Cobequid Road.

- iv) Security has been received by the Development Officer as required for Landscaping.
- v) The Developer has provided HRM a maintenance easement for the drainage culvert adjacent to Cobequid Road.
- vi) Permits for the salt shed if it is to remain on the lands.

PART 3: AMENDMENTS

3.1 The provisions of this Agreement relating to the following matters are identified as and shall be deemed to be not substantive and may be amended by resolution of the Community Council in accordance with the Municipal Government Act:

- (a) provisions for signage;
- (b) relocation of the access driveways;
- (c) hours of operation; and,
- (d) the subdivision of the Property.

3.2 Amendments to any matters not identified under Section 4.1 shall be deemed substantive and may only be amended in accordance with the approval requirements of the Municipal Government Act.

3.3 Prior to passing any resolution under the provisions of Section 3.2, the Council shall send a notice in writing (by ordinary mail posted at least ten (10) days prior to the meeting of the Community Council to consider the resolution) to the owners, according to the assessment records maintained by the Province of Nova Scotia, of all properties located within five hundred (500) feet of the Property, according to the records maintained by the Nova Scotia Department of Municipal Affairs, notifying such owners that they shall be permitted to present written or oral submissions to Council at the meeting to consider the resolutions to amend this Agreement under Section 3.2.

PART 4: REGISTRATION, EFFECT OF CONVEYANCES AND DISCHARGE

4.1 A copy of this Agreement and every amendment and discharge of this Agreement shall be recorded at the office of the Registry of Deeds at Halifax, Nova Scotia and the Developer shall pay or reimburse the Municipality for the registration cost incurred in recording such documents.

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

- 4.3 Notwithstanding any subdivision approvals granted pursuant to this Agreement or any transfer or conveyance of any lot or of all or any portion of the Lands, this Agreement shall continue to apply to and bind the Developer, the Lands and each lot and, subject to Section 4.4, the Developer shall continue to be bound by all terms and conditions of this Agreement until discharged by the Council.
- 4.4 Upon the transfer of title to any lot, the owner thereof shall observe and perform the terms and conditions of this Agreement to the extent applicable to the lot.
- 4.5 Notwithstanding Section 4.4 or any transfer of title to a lot, the Developer shall continue to be responsible for the fulfilment of the Developer's covenants under this Agreement and any Subdivision Agreement entered pursuant to this Agreement.
- 4.6 In the event that construction of the project has not commenced within 1 years from the date of registry of this Agreement with the Registry of Deeds, the Municipality may, by resolution of Council, either discharge this Agreement whereupon this Agreement shall have no further force or effect, or upon the written request of the Developer, grant an extension to the date of commencement of construction. For the purposes of this section, "commencement of construction" shall mean the construction of stormwater management systems.
- 4.7 Upon the completion of the development or portions thereof, or within three years from the date of approval of this Agreement, whichever time period is less, 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 on the condition that for those portions of the development that are deemed complete by Council, the Developer's rights hereunder are preserved and the Council shall apply appropriate zoning pursuant to the Municipal Planning Strategy and Land Use By-law, as may be amended.

PART 5: ENFORCEMENT AND RIGHTS AND REMEDIES ON DEFAULT

- 5.1 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 one day of receiving such a request.
- 5.2 If the Developer fails to observe or perform any covenant or condition of this Agreement after the Municipality has given the Developer thirty (30) days written notice of the failure

or default, except that such notice is waived in matters concerning environmental protection and mitigation, 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 Property 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 development 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 Property 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; and/or
- (d) in addition to the above remedies the Municipality reserves the right to pursue any other remediation under the Municipal Government Act or Common Law in order to ensure compliance with this Agreement.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals on the day and year first above written:

Signed, sealed and delivered in the presence of:)	2338685 Nova Scotia Limited
)	
)	
per: _____)	per: _____
)	
)	
Sealed, Delivered and Attested by the proper signing officers of Halifax Regional Municipality duly authorized on that behalf in the presence of)	Halifax Regional Municipality
)	
)	per: _____
)	MAYOR
)	
per: _____)	per: _____
)	MUNICIPAL CLERK

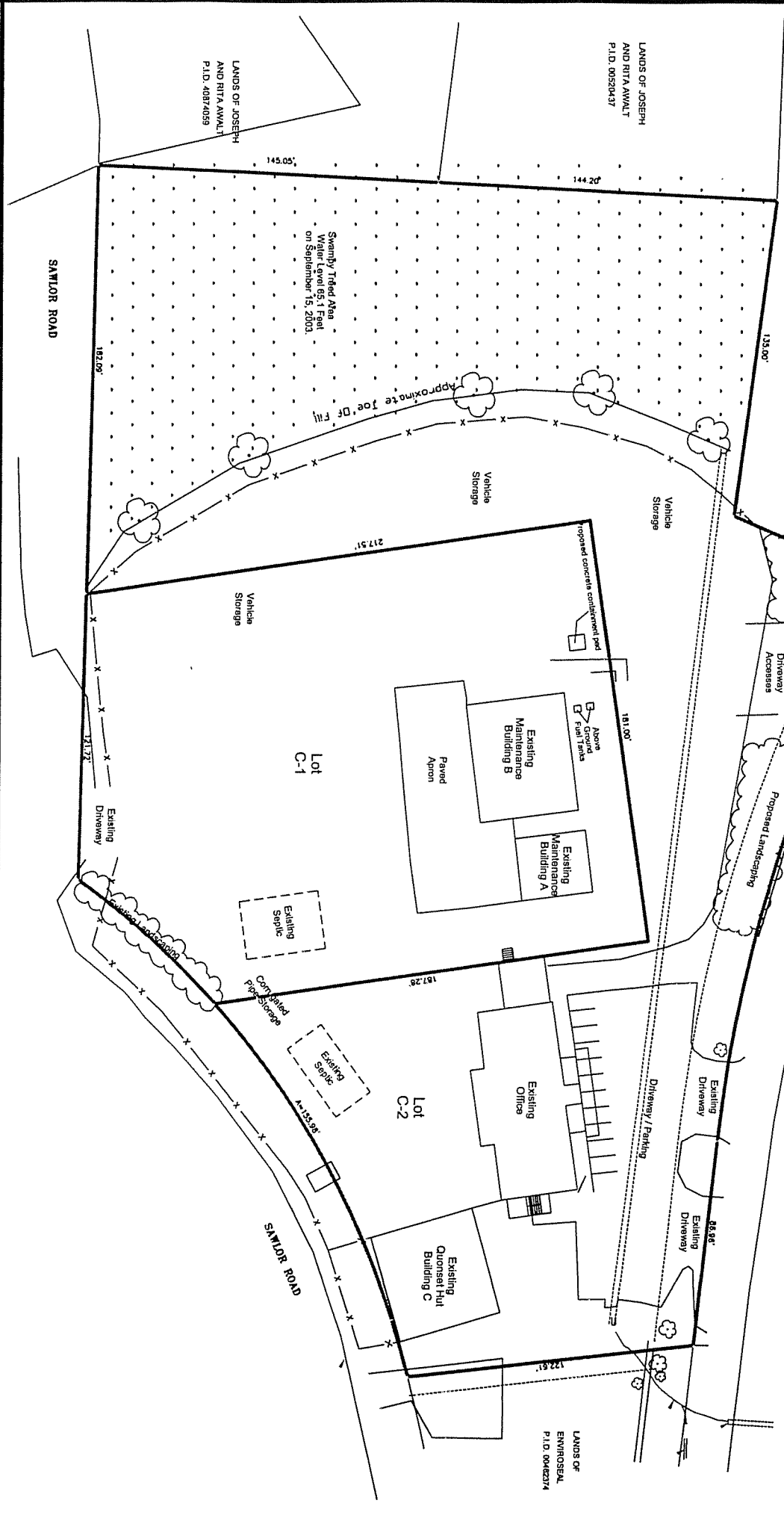
LANDS OF JAMES
HARDY MCCUBBIN
P.L.D. 00520361

LANDS OF JOSEPH
AND RITA AWALT
P.L.D. 00520437

LANDS OF JOSEPH
AND RITA AWALT
P.L.D. 40874059

COBQUID ROAD

SANTLOR ROAD



Specially Treated Area
Water Level 52.1 feet
on September 15, 2003.

Approximate Toe Of Fill

Lot C-1

Lot C-2

Existing Maintenance Building A

Existing Maintenance Building B

Paved Apron

Existing Office

Existing Quonset Hall Building C

Existing Septic

Existing Septic

Proposed Septic

Proposed Septic

LANDS OF
ENVIROSEAL
P.L.D. 00462274

Schedule "B" Site Plan

Sept. 15, 2005

HRM does not guarantee the accuracy of any base map information on this map.



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Schedule "C"
Erosion and Sedimentation Control Guidelines

EROSION AND SEDIMENTATION CONTROL ON CONSTRUCTION PROJECTS

A very important first step in reducing sedimentation of receiving water bodies is to develop a plan for controlling erosion before any earth-moving equipment disturbs a construction site. This plan is an integral part of the total site development plan and prescribes all the steps necessary, including scheduling, to assure erosion and sediment control during all phases of construction.

A knowledge of factors affecting erosion, as explained in Appendix B, provides the basis for technical erosion and sediment control principles. These principles can be utilized by the project planner in the design stage or readily implemented by a construction foreman in the field. Practical combinations of the five principles outlined on the following pages should be utilized to the maximum extent possible on all construction projects.

2.1 ACCEPTED PRINCIPLES AND PRACTICES FOR REDUCING EROSION AND SEDIMENTATION

1. FIT THE ACTIVITY TO THE TOPOGRAPHY, SOILS, WATERWAYS, AND NATURAL VEGETATION OF A SITE.

- a) Costs for erosion control and maintenance can be minimized if a site is selected for a specific activity rather than attempting to modify the site to conform to the proposed activity.
- b) Detailed planning will assure that roadways, buildings and other permanent features related to the activity conform to the natural characteristics of the site.
 - Locate large graded areas on the most level portion of the site.
 - Avoid areas subject to flooding and make every effort to preserve all features of natural channels. **Note that any channel alterations require a permit from the Department of the Environment.**
 - Areas of steep slopes, erodible soils and soils with severe limitations for the intended uses should not be utilized without first overcoming the limitations through sound engineering practices.
 - limit the length and steepness of the designed slopes to reduce runoff volumes and velocities. Long, steep slopes should be broken by benching, terracing or constructing diversion structures.

2. EXPOSE THE SMALLEST PRACTICAL AREA OF LAND FOR THE SHORTEST POSSIBLE TIME.

- a) Earth changes and the removal of natural vegetation leave an area susceptible to erosion and sedimentation; the larger the disturbed area and the longer it is left unstabilized, the more serious the problem becomes.
 - Plan the phases or stages of development so that only the areas which are actively being developed are exposed. All other areas should have a good cover of temporary or permanent vegetation or mulch.
- b) Complete grading as soon as possible after it is begun. Then, immediately after grading is complete, establish permanent vegetation and surface cover such as gravel, and erosion controls in the area.
 - Revegetate the slopes as work progresses - for example, as cut slopes are made, or as fill slopes are brought up to grade. This process is known as staged seeding.
 - Minimize grading of large or critical areas during the season of maximum erosion potential.

3. APPLY "SOIL EROSION" CONTROL PRACTICES AS A FIRST LINE OF DEFENSE AGAINST ON-SITE DAMAGE

- a) Applying erosion control practices on a site will prevent excessive sediment from being produced.
 - Keep soil covered as much as possible with temporary or permanent vegetation or with various mulch materials. Even project materials such as brush, logs and chippings can serve as mulch and help to control erosion.
 - Use special grading methods such as roughening a slope on the contour or tracking with a cleated dozer.
 - Roll and compact soil to make it less erodible.
 - Incorporate other practices such as diversion structures to divert surface runoff from exposed soils, and grade stabilization structures to control surface water.
- Effective erosion control and sediment reduction depends upon judicious selection of conservation practices, adequate design, accurate installation in a timely fashion, and sufficient maintenance to ensure the intended results.
- c) Prevent "gross" erosion in the form of gullies.
- d) **When erosion is not adequately controlled, sediment control is more difficult and expensive.**

4. APPLY "SEDIMENT CONTROL" PRACTICES AS A PERIMETER PROTECTION TO PREVENT OFF-SITE DAMAGE.

- a) The second line of defence is to control runoff and prevent sediment from getting off-site. Generally, this is done by either filtering runoff as it flows through an area or impounding the sediment-laden runoff for a period of time so that the soil particles settle out.
 - Berms, sedimentation basins, sediment traps, and vegetative filters are some examples of practices used to control sediment and protect watercourses.

- Vegetative and structural sediment control measures can be classified as either temporary or permanent depending on whether or not they will remain in use after development is complete.
- b) **The best way to control sediment, however, is to prevent erosion at its source.**

5. IMPLEMENT A THOROUGH MAINTENANCE AND FOLLOW-UP OPERATION.

This fifth principle is vital to the success of the four others. A site cannot be effectively controlled without thorough, periodic checks of the erosion and sediment control practices. These practices must be maintained just as construction equipment must be maintained, and materials checked and inventoried.

- Start a routine "end of day check" to make sure that all control practices are working properly.
- Check the weather forecast daily and be prepared if rain is predicted.
- Throughout construction keep an adequate inventory on hand of materials such as straw bales, polyethylene, gravel, or rock riprap, and scout the area for other sources of useful materials like hay, bark or sawdust for mulching.

Usually these five principles are integrated into an overall plan of vegetative and structural measures and management techniques aimed at preventing erosion and controlling sediment, as demonstrated by the flow chart, Figure 3. In most cases, a combination of limited grading, limited time of exposure and a judicious selection of erosion control practices and sediment trapping facilities will prove to be the most practical method of controlling erosion and the associated production and transport of sediment.

PREPARE EROSION AND SEDIMENTATION CONTROL PLAN

Consists of a written document and drawings based on accepted principles and practices and reducing erosion and sedimentation.

- Carry out a thorough soils analysis
- Fit the activity to the natural site featured particularly waterways
- Include a stormwater management plan
- Expose the smallest area for the shortest practical time
- Plan for erosion control materials and the time to apply them
- Plan the location for sedimentation control measures
- Prepare for contingencies - maintenance is very important

IMPLEMENT TEMPORARY EROSION AND SEDIMENTATION CONTROLS DURING CONSTRUCTION

SURFACE STABILIZATION (TEMPORARY)		DRAINAGE CONTROL (TEMPORARY)		
VEGETATIVE (1.5) BUFFER STRIPS	NONVEGETATIVE RIPRAP (1.1)	CHANNELS (DITCHES) (2.1)(2.2)	GRADING PRACTICES (1.0)	SEDIMENTATION PONDS (2.10) (TEMPORARY/ PERMANENT)
MULCHING	GABION BASKETS(1.2)	CHECK DAMS BRUSH (2.7A)		FILTER BARRIERS STRAW (2.8)
HYDROSEEDING	GEOTEXTILE FILTER FABRIC(1.3)	ROCK (2.7B)	FILTER FABRIC (2.9)	
MATTING (1.4)	MATTING (1.4)			

IMPLEMENT MAINTENANCE PROGRAM THROUGHOUT CONSTRUCTION

DAILY ROUTINE CHECKS REPAIRS REPLACEMENTS INVENTORY OF CONTROL MATERIALS

PERMANENT EROSION CONTROL FOR FINISHED SITE

SURFACE STABILIZATION (PERMANENT)		DRAINAGE CONTROL (PERMANENT)		
VEGETATIVE (1.5) SEEDING	NONVEGETATIVE RIPRAP (1.1)	CHANNELS (DITCHES) (2.1)(2.2)	STORM DRAIN OUTLET PROTECTION (2.4)	CHECK DAMS ROCK (2.7B)
SODDING	GABION BASKETS (1.2)	BERMS TERRACES, FINAL GRADING (1.0)	SEEPAGE DRAINS (2.6)	EARTH SODDED (2.7 E)
MATTING (1.4)	GRAVELING PAVING	GRASSED WATERWAYS (2.3)	CHUTES AND DOWNDRAINS (2.5)	GABIONS (2.7C)
		WOODEN PLANKS (2.7B)		
		SANDBAGS (2.7F)		
		SEDIMENTATION PONDS (2.10)		

MAINTAIN PERMANENT EROSION CONTROL

MAINTENANCE PROGRAM

ROUTINE CHECKS REPAIRS REPLACEMENTS INVENTORY OF CONTROL MATERIALS

FIGURE 3
STEPS TO FOLLOW IN PREPARING AN EROSION AND SEDIMENTATION CONTROL PROGRAM FOR CONSTRUCTION PROJECTS.
NOTE: NUMBERS IN BRACKETS REFER TO FACTSHEETS, SECTION 2.3