

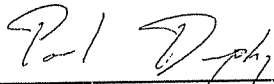


PO Box 1749  
Halifax, Nova Scotia  
B3J 3A5 Canada

8.2

Western Region Community Council  
June 5, 2007

**TO:** Chair and Members of Western Region Community Council

**SUBMITTED BY:**   
Paul Dunphy, Director of Community Development

**DATE:** May 22, 2007

**SUBJECT:** Case 00890: Development Agreement - Camp in Sambro Head

**ORIGIN**

Application by the Bayside United Baptist Camp Association to enter into a development agreement to allow for a youth/adult camp off the Ketch Harbour Road (lands north of Hwy 349 and adjacent to Third Pond (PID No.'s 41220401 and 00394775), Sambro Head.

**RECOMMENDATIONS**

It is recommended that Western Region Community Council:

1. Give Notice of Motion to consider the proposed development agreement, as described in Attachment "A", to permit a youth/adult camp off the Ketch Harbour Road (lands north of Hwy 349 and adjacent to Third Pond (PID No.'s 41220401 and 00394775) in Sambro Head, and schedule a public hearing.
2. Approve the development agreement, as contained 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**

### **Site Description and Setting**

The application is to allow for a youth/adult camp affiliated with the Baptist Church to be constructed on a 98-acre parcel of land (PID # 41220401) located north of the Ketch Harbour Road (Hwy 349) in Sambro Head (see Map 1). The camp parcel, which is heavily treed and abuts Third Pond, can be accessed from the Ketch Harbour Road through a right-of-way of approximately 1.5 km in length over the lands identified by PID # 00394775.

### **The Proposal**

The applicant is specifically seeking approval for a development agreement to permit the following on the camp parcel:

- a main lodge;
- a staff accommodation building;
- a maximum of 28 cabins;
- 3 wash house buildings;
- open space amenities including an outdoor chapel and 2 sport fields,
- parking facilities; and,
- a maximum of 6 accessory or craft buildings.

The components of the proposed development are illustrated on plans attached to the draft development agreement as Schedules "D" to "K".

## **DISCUSSION**

### **Municipal Planning Strategy Policies**

The camp parcel is currently designated Rural "B" and is zoned R-6 (Rural Residential) under the Municipal Planning Strategy (MPS) and Land Use By-law (LUB) for Planning District 5 (Chebucto Peninsula). The lands under the right-of way route encompass two designations and two zones. The part of the right-of way that is closest to the Ketch Harbour Road is designated Residential and is zoned R-2 (Two Unit Dwelling), while the portion of the right-of-way that is closest to Third Pond is designated Rural "B" and is zoned R-6 (Rural Residential).

According to the MPS, the Rural "B" Designation applies to privately owned lands in the interior of the Plan Area which are undeveloped and generally inaccessible to the public road network. The designation was designed to accommodate rural residential development and commercial uses including commercial recreation uses.

The MPS enables the development of commercial recreation uses, including campgrounds, within the Rural "B" Designation to be considered by development agreement subject to specified evaluation criteria and the approval of Council. The applicable MPS policies, along with staff's assessment of this proposal against them, are provided in Attachment "B".

### **Evaluation of Proposal**

The salient matters addressed in staff's assessment of this proposal against the MPS policies outlined in Attachment B relate to suitability of the site, impacts on adjacent properties and traffic generation. These matters are addressed as follows:

#### Suitability of the Site

The camp site exhibits characteristics which makes the location particularly suitable for the use of a camp. These include: a land area (approximately 98 acres) that provides enough space to adequately serve the needs of a camp, direct access to a large lake for water-related activities, and an extensive treed area that can provide an ideal atmosphere for the camp users.

#### Impacts on Adjacent Properties

Impacts on adjacent properties are expected to be minimal as the camp parcel is relatively isolated from surrounding residential uses (in excess of 1 km) and the property's extensive treed area will contribute to buffering noise and visual impacts generated from the site.

#### Traffic Impacts

Traffic generation to and from the site during the summer months will mostly be limited to periods of drop-off and pick-up of children, which will happen at specific times during the week. Drop-off will occur on Sunday afternoons, while pick-up will occur on Friday evenings. For the rest of the year, when the camp would be used for weekend retreat purposes, it is expected that there would be minimal traffic entering and leaving the site.

Access to and from the site will occur on a 20-foot wide travel way, which will provide enough room for two-way traffic and can accommodate emergency vehicles. The Nova Scotia Department of Transportation and Public Works has reviewed the proposed access and has determined that it meets standard sighting distances.

### **Review by Halifax Watershed Advisory Board**

The application was reviewed by the Halifax Watershed Advisory Board (HWAB) at its June 21 and July 19, 2006, meetings. The Board's recommendations relate specifically to the protection

of the natural environment including watercourses and wetlands located on and adjacent to the proposed site of the camp. The report from the HWAB is provided as Attachment "C". Staff have responded to the recommendations of the Board in Attachment "D".

### **Public Information Meeting / Area of Notification**

A Public Information Meeting for this application was held on May 31, 2006. Minutes of this meeting are provided as Attachment "D" of this report. Should Community Council decide to hold a public hearing, in addition to published newspaper advertisements, property owners in the area shown on Map 1 will be sent written notification.

### **Conclusion**

The proposal satisfies the applicable policies (Attachment "B") of the Planning District 5 (Chebucto Peninsula) Municipal Planning Strategy and as such, it is recommended that Western Region Community Council approve the draft development agreement.

### **BUDGET IMPLICATIONS**

There are no budgetary implications.

### **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 entire draft development agreement. This is the recommended course of action.
2. Council may choose to alter the terms of the draft development agreement. This may necessitate further negotiations with the applicant, and may require an additional public hearing.
3. Council may refuse the entire draft development agreement. Pursuant to Section 230(6) of the *Municipal Government Act*, Council must provide reasons for this refusal, based on the policies of the MPS. This alternative is not recommended, based on staff's finding that the proposed development agreement is consistent with policies of the MPS.

ATTACHMENTS

Map 1	Zoning, Location and Area of Notification
Map 2	Generalized Future Land Use
Attachment "A"	Development Agreement
Attachment "B"	Review of Relevant Planning District 5 MPS Policies
Attachment "C"	Report from the Halifax Watershed Advisory Board (HWAB)
Attachment "D"	Staff's Response to Recommendations of HWAB
Attachment "E"	Minutes from the May 31, 2006 Public Information Meeting
Attachment "F"	Correspondence Received from the Public

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 : Luc Ouellet, Planner I, 490-3689





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



Map 1 - Location and Zoning

Ketch Harbour Road  
Sambro Head

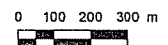
-  Subject property
-  Area of notification

Planning District 5  
(Chebucto Peninsula) Plan Area

**Zone**

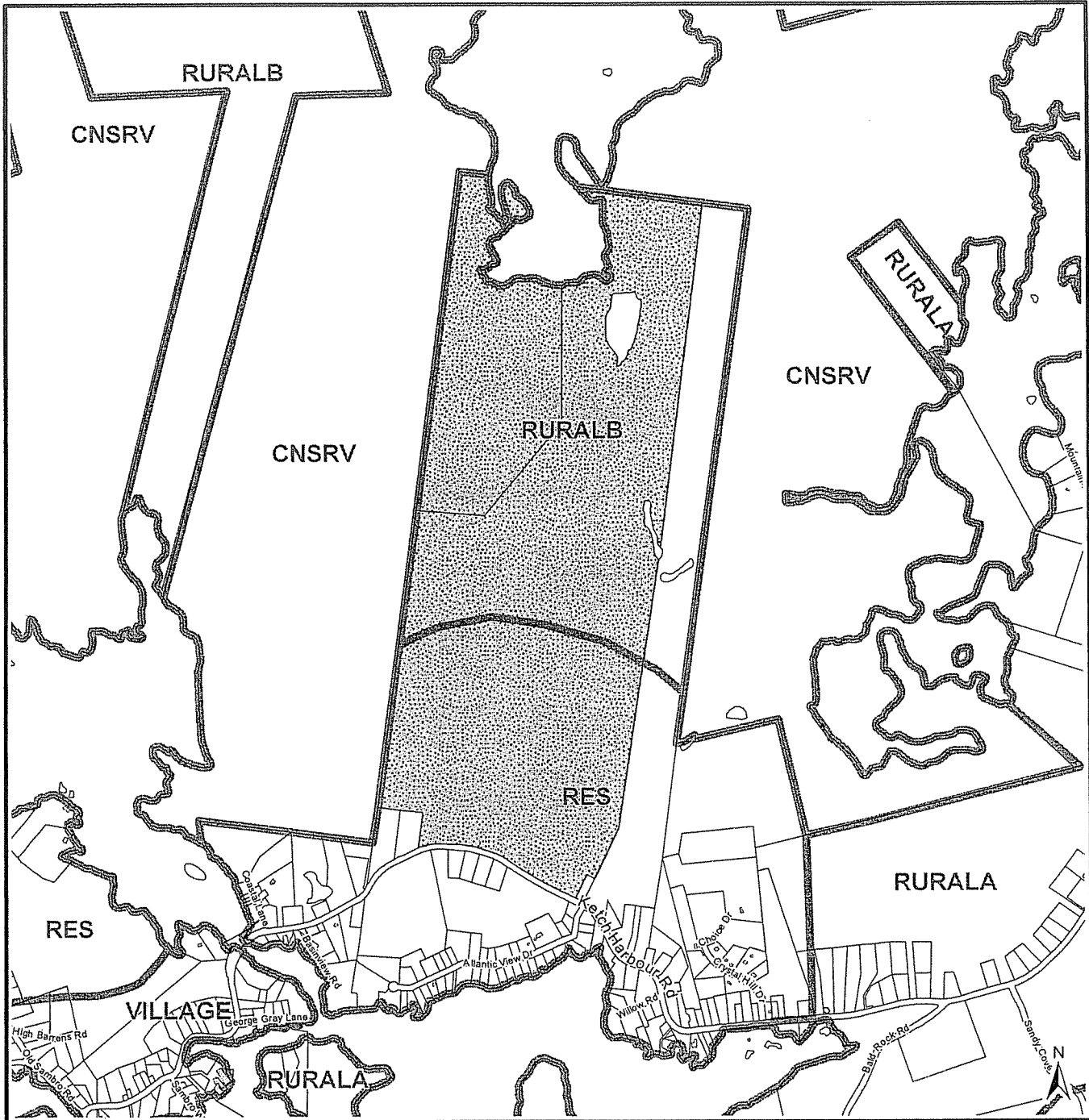
- R-1 Single Unit Dwelling
- R-2 Two Unit Dwelling
- R-2A Residential Home Occupation
- R-6 Rural Residential
- V-4 Sambro General Building
- C-1 Local Business
- C-2 General Business
- PA Protected Area

**HALIFAX**  
REGIONAL MUNICIPALITY  
COMMUNITY DEVELOPMENT  
PLANNING SERVICES




This map is an unofficial reproduction  
of a portion of the Zoning Map for the  
Planning District 5 Plan Area

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



Map 2 - Generalized Future Land Use

Ketch Harbour Road  
Sambro Head

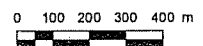
 Subject property

Planning District 5  
(Chebucto Peninsula) Plan Area

**Designation**

RES	Residential
VILLAGE	Village Centre
RURALA	Rural "A"
RURALB	Rural "B"
CNSRV	Conservation

**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 Planning District 5 Plan Area.

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

Attachment "A"

THIS AGREEMENT made this      day of      , 2007,

BETWEEN:

BAYSIDE UNITED BAPTIST CAMP ASSOCIATION  
a body corporate, in the Halifax Regional Municipality,  
Province of Nova Scotia (hereinafter called the "Primary  
Developer")

OF THE FIRST PART

- and -

QUALITY VENTURES HOLDINGS LIMITED  
a body corporate, in the Halifax Regional Municipality,  
Province of Nova Scotia (hereinafter called the "Secondary  
Developer")

OF THE SECOND PART

- and -

HALIFAX REGIONAL MUNICIPALITY  
a municipal body corporate,  
(hereinafter called the "Municipality")

OF THE THIRD PART

WHEREAS the Primary Developer is the registered owner of certain lands (PID 41220401) located north of the Ketch Harbour Road (Highway 349) and adjacent to Third Pond, Sambro Head, and which said lands are more particularly described in Schedule A hereto (hereinafter called the "Primary Lands");

AND WHEREAS the Secondary Developer is the registered owner of certain lands (PID 00394775) located along the Ketch Harbour Road (Highway 349), Sambro Head, and which said lands are more particularly described in Schedule B hereto (hereinafter called the "Secondary Lands");

AND WHEREAS the Primary Developer has requested that the Municipality enter into a development agreement to allow for a youth/adult camp on the Primary Lands pursuant to the provisions of the *Municipal Government Act* and pursuant to Policy RB-3 of the Planning District 5 (Chebucto Peninsula) Municipal Planning Strategy and Section 3.6(f) of the Planning District 5 (Chebucto Peninsula) Land Use By-law;



AND WHEREAS access to the youth/adult camp is to be provided by way of an existing easement over the Secondary Lands for the benefit of the Primary Lands, and which said easement is more particularly described in Schedule C hereto (hereinafter called the "Access Easement");

AND WHEREAS pursuant to the provisions of the *Municipal Government Act* and pursuant to Policies RB-3 and IM-6 of the Planning District 5 (Chebucto Peninsula) Municipal Planning Strategy and Section 3.6(f) of the Planning District 5 (Chebucto Peninsula) Land Use By-law allow a similar use as proposed on the Primary Lands (youth/adult camp) to be extended to the Access Easement;

AND WHEREAS the Secondary Developer has agreed to include the Access Easement within the development agreement;

AND WHEREAS the Western Region Community Council approved this request at a meeting held on [INSERT - Date], referenced as Municipal Case Number 00890;

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**

- 1.1.1 The Primary Developer agrees that the Primary Lands shall be developed and used only in accordance with and subject to the terms and conditions of this Agreement.
- 1.1.2 The Primary Developer and the Secondary Developer agree that the Access Easement shall be developed and used in accordance with and subject to the terms and conditions of this Agreement.
- 1.1.3 Apart from the Access Easement, this Agreement does not apply to the Secondary Lands.

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

Except as otherwise provided for herein, the development, subdivision and use of the Primary Lands and the Access Easement shall comply with the requirements of the Planning District 5 (Chebucto Peninsula) Land Use By-law 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 Primary Developer, Secondary Developer, lot owner or any other person from complying with the requirements of any by-law of the Municipality applicable to the Primary Lands and Access Easement (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 that the Primary Developer, Secondary Developer and lot owner agree to observe and comply with all such laws, by-laws and regulations in connection with the development and use of the Primary Lands and Access Easement.
- 1.3.2 The Primary 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 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 Primary Developer. All design drawings and information shall be certified by a Professional Engineer or appropriate professional as required by 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 Primary Lands and Access Easement (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.
- 1.4.3 Where metric values conflict with imperial values within the written text of this Agreement, the imperial values shall prevail.

### **1.5 Costs, Expenses, Liabilities and Obligations**

The Primary 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 Primary Lands and Access Easement.

## 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: USE OF PRIMARY LANDS/ACCESS EASEMENT AND DEVELOPMENT PROVISIONS

### 2.1 Schedules

The Primary Developer shall develop the Primary Lands and the Access Easement in a manner, which, in the opinion of the Development Officer, is in general conformance with the Schedules attached to this agreement and filed in the Halifax Regional Municipality as Case Number 00890:

Schedule "A"	Legal Description of the Primary Lands (Plan # 0089000046)
Schedule "B"	Legal Description of the Secondary Lands (Plan # 0089000047)
Schedule "C"	Legal Description of the Access Easement (Plan # 0089000048)
Schedule "D"	Conceptual Site Plan (Plan # 0089000035)
Schedule "E"	Main Lodge Elevations (Plan # 0089000039)
Schedule "F"	Main Lodge Floor Plan (Plan # 0089000038)
Schedule "G"	Staff Housing Building Elevations (Plan # 0089000041)
Schedule "H"	Staff Housing Building Floor Plans (Plan # 0089000040)
Schedule "I"	Summer and Winter Cabins Elevations and Floor Plans (Plan # 0089000042)
Schedule "J"	Wash House Elevations and Floor Plan (Plan # 0089000043)
Schedule "K"	Plan Showing Location of Access Easement (Plan # 0089000049)

### 2.2 General Description of Land Use

- 2.2.1 The Primary Lands shall not be developed or used for any other purpose than a youth/adult camp, which may include a Main Lodge, a Staff Accommodation Building, a maximum of 28 Cabins, 3 Wash House Buildings, open space amenities including an outdoor chapel and 2 sport fields, parking facilities, and a maximum of 6 Accessory/Craft Buildings.

- 2.2.2 A wind turbine, a residence for the Executive Director of the camp, a Maintenance Building, and a Security Building may be permitted as future uses on the Primary Lands through Sections 4.1 and 4.2.
- 2.2.3 The Access Easement shall not be developed or used for any other purpose than:
- (a) Providing access and utilities servicing to the youth/adult camp permitted on the Primary Lands under Subsection 2.2.1; and,
  - (b) Any use by the Secondary Developer, which may be permitted under the Planning District 5 (Chebucto Peninsula) Land Use By-law and which does not interfere with access and utilities servicing to the youth/adult camp.

### **2.3 Detailed Building Provisions**

The Primary Developer agrees that all buildings to be constructed on the Primary Lands shall strictly comply with the provisions of this section and as generally illustrated on the Schedules.

#### **2.3.1 Provisions Applicable to all Buildings**

- 2.3.1.1 All buildings on the Primary Lands shall be clad in clap board, shingles or other natural sidings or coverings, or equivalent, at the discretion of the Development Officer. Buildings shall not be clad in vinyl siding.
- 2.3.1.2 All buildings on the Primary Lands equipped with plumbing shall be constructed with low flow fixtures throughout, including but not limited to low flow shower heads, low flow faucet aerators and ultra low flow insulated toilets in order to offset some of the on-site water use and such low fixtures shall be maintained within these buildings.
- 2.3.1.3 No portion of a building on the Primary Lands may be located within 45 metres (150 feet) of a property boundary, except for the Main Lodge and the Security Building, which may both be located up to 7.5 metres (25 feet) from a property boundary.
- 2.3.1.4 No portion of a building on the Primary Lands may be located within 45 metres (150 feet) of the Ordinary High Water Mark of Third Pond.

#### **2.3.2 Main Lodge**

- 2.3.2.1 A Main Lodge may be located on the Primary Lands, as shown on Schedule "D".

2.3.2.2 The Main Lodge shall not exceed a maximum footprint of 1393.5 square metres (15,000 square feet) and a maximum height of 10.5 metres (35 feet).

### 2.3.3 Summer and Winter Cabins

2.3.3.1 A maximum of 28 Cabins may be located on the Primary Lands, as shown on Schedule "D", in clusters of up to 7 Cabins.

2.3.3.2 Each Cabin may accommodate a maximum of 12 campers and 2 staff persons.

2.3.3.3 Seven of the Cabins may be of the winter type.

2.3.3.4 Each summer Cabin shall not exceed a maximum footprint of 74.32 square metres (800 square feet) and a maximum height of 7.5 metres (25 feet).

2.3.3.5 Each winter Cabin shall not exceed a maximum footprint of 85.0035 square metres (915 square feet) and a maximum height of 7.5 metres (25 feet).

### 2.3.4 Staff Housing Building

2.3.4.1 A Staff Housing Building may be located on the Primary Lands and may be linked to the Main Lodge by a covered or completely enclosed walkway.

2.3.4.2 The Staff Housing Building shall not exceed a maximum footprint of 464.5 square metres (5000 square feet) and a maximum height of 10.5 metres (35 feet).

### 2.3.5 Wash House Buildings

2.3.5.1 A maximum of 3 Wash House Buildings may be located on the Primary Lands.

2.3.5.2 Each Wash House Building shall not exceed a maximum footprint of 69.675 square metres (750 square feet) and a maximum height of 7.5 metres (25 feet).

2.3.6 Accessory/Craft Buildings

2.3.6.1 A maximum of 6 Accessory or Craft Buildings may be permitted on the Primary Lands.

2.3.6.2 Each Accessory/Craft Building shall not exceed a footprint of 23.225 square metres (250 square feet) and a maximum height of 4.5 metres (15 feet).

**2.4 Parking, Circulation and Access**

2.4.1 The Secondary Developer has granted an easement for access in favour of the Primary Developer. During the life of this Agreement such easement may only be changed with the consent of the Municipality through the non-substantive amendment process as identified under Section 4.1.

2.4.2 The intersection of the driveway access with the Ketch Harbour Road shall be approved by the Nova Scotia Department of Transportation and Public Works, and a copy of such approval shall be submitted to the Development Officer prior to the issuance of the first Building and Development Permits.

2.4.3 The Primary Developer shall construct and maintain in good repair the access driveway over the Access Easement, as well as the parking area and circulation aisles over the Primary Lands necessary to service the development on the Primary Lands.

2.4.4 The access driveway over the Access Easement and the circulation aisles on the Primary Lands shall have a minimum travel surface width of 6 metres (20 feet).

2.4.5 The parking area and circulation aisles shall be located as generally shown on Schedule "D".

2.4.6 The access driveway, parking area and driving aisles shall be hard surfaced or graveled (minimum Type 1).

2.4.7 The parking area shall provide a minimum of 25 parking spaces.

2.4.8 All parking spaces shall comply with the minimum requirements of the Land Use By-law.

2.4.9 A turning circle capable of accommodating Fire & Emergency Services apparatus shall be constructed past the last building or cluster of buildings accessing the circulation aisles.

2.4.10 The Development Officer may approve, in consultation with the Development Engineer, upon application by the Primary Developer, changes to the parking and circulation layout as illustrated on Schedule "D" provided such changes further the intent of this Agreement.

## **2.5 Signage**

- 2.5.1 A maximum of 2 single-sided signs containing the name of the project and/or operator, may be permitted within the Access Easement at the junction of the access driveway with the Ketch Harbour Road (Highway 349).
- 2.5.2 Each of the two signs specified under Subsection 2.5.1 shall not exceed 3 metres (10 feet) in height and 2.9728 square metres (32 square feet) in area per sign face.
- 2.5.3 Each of the two signs specified under Subsection 2.5.1 may be illuminated but only by external lighting sources.
- 2.5.4 Minor directional ground and fascia signs, as may be required for vehicular/pedestrian traffic and way-finding purposes, including the identification of buildings and clusters of buildings, may be permitted on the Primary Lands.
- 2.5.5 A uniform signage theme will be used on the Primary Lands.
- 2.5.6 Except as otherwise specifically provided for above, all signs shall comply with the requirements of the Planning District 5 (Chebucto Peninsula) Land Use By-law as amended from time to time.

## **2.6 Waste Management**

- 2.6.1 The development on the Primary Lands shall include a minimum of five (5) designated spaces for storage and collection of source separated recyclables, organics and refuse. These designated spaces shall be shown on a site plan at the Building and Development Permitting stage for each phase of the development and approved by the Development Officer in consultation with the Building Official and HRM Solid Waste Resources.
- 2.6.2 More specifically, one designated space shall be allocated for each of the following phases or components of the development:
- (a) Each cluster of Summer/Winter Cabins; and
  - (b) Main Lodge and Staff Accommodation Building.

2.6.3 Each designated space shall:

- (a) Be accessible and convenient for camp personnel and waste haulers;
- (b) Be a minimum of 9.29 square metres (100 square feet) with neither the length nor width being less than 2.4 metres (8 feet);
- (c) Be enclosed by an opaque fence or masonry wall;
- (d) Contain separate bins clearly identified to accept cardboard/paper, other recyclables, organics, and refuse; and
- (e) Be clearly identified by signage.

## **2.7 Private Sewage Treatment**

2.7.1 The Primary Lands shall be serviced through a privately owned and operated sewage treatment plant (STP). The Primary Developer agrees to have prepared by a qualified professional and submitted to Nova Scotia Environment and Labour and any other relevant agency, a design for the private STP. In accordance with Section 2.13, no Building and Development Permit shall be issued prior to the Development Officer receiving a copy of all permits, licences, and approvals required from Nova Scotia Environment and Labour respecting the design and installation of the on-site STP.

2.7.2 Construction and installation of the private STP shall be carried out under the direct supervision of a qualified professional.

2.7.3 The Primary Developer shall be responsible for the operation, maintenance, and monitoring of the private STP servicing the development, as per Nova Scotia Environment and Labour regulations.

## **2.8 On-Site Water Supply**

2.8.1 The Primary Lands shall be serviced through a privately owned and operated on-site water distribution system. The Primary Developer agrees to have prepared by a qualified professional and submitted to Nova Scotia Environment and Labour, a design for the private on-site water distribution system and any other relevant data and studies required for approval of a potable water supply as a Public Drinking Water Supply. In accordance with Section 2.13, no Building and Development Permit shall be issued prior to the Development Officer receiving a copy of all permits, licences, and approvals required from Nova Scotia Environment and Labour respecting the design and installation of the on-site water distribution system.



- 2.8.2 Construction and installation of the private on-site water distribution system shall be carried out under the direct supervision of a qualified professional.
- 2.8.3 The Primary Developer shall be responsible for the operation, maintenance, and monitoring of the private on-site water distribution system servicing the development, as per Nova Scotia Environment and Labour regulations.

## **2.9 Land Use Buffer Areas**

Land Use Buffer Areas of 6 metres (20 feet) shall be provided from all property boundaries in order to provide a visual screening and separation buffer for the benefit of the abutting properties. Land Use Buffer Areas shall consist of natural landscape and vegetation identified at the time of detailed site and/or grading plan approval for each phase of the development on the Primary Lands. All grading plans shall indicate areas where existing vegetation is to be maintained and protected from disturbance during the installation of services, construction of the parking area, access driveway, circulation aisles, buildings and any future activity on the Primary Lands unless otherwise specified in this Agreement.

## **2.10 Dry Hydrant**

- 2.10.1 The Primary Developer agrees to install a dry hydrant into Third Pond to serve the fire-fighting needs of the youth/adult camp. The dry hydrant shall be installed prior to the issuance of the first Occupancy Permit.
- 2.10.2 The dry hydrant shall meet the specifications of the Municipality's Fire & Emergency Services.
- 2.10.3 The Primary Developer agrees to grant a 3-metre (10-foot) wide utility easement in favour of the Municipality prior to the issuance of the first Occupancy Permit. Such utility easement shall be recorded at the office of the Registry of Deeds or Land Registry Office at Halifax, Nova Scotia and the Primary Developer shall incur all cost in recording such easement.
- 2.10.4 The utility easement shall cover the distance from Third Pond to the closest circulation aisle on which Fire & Emergency Services apparatus can be linked to the dry hydrant.

## **2.11 Maintenance**

The Primary Developer shall maintain and keep in good repair all portions of the development on the Primary Lands and the Access Easement, including but not limited to, the interior and exterior of the buildings, 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 removal/salting/sanding of walkways and driveways.

## **2.12 Servicing of Development**

The Primary Developer shall be responsible for services, road maintenance, garbage collection and snow removal over the Primary Lands and the Access Easement. The Municipality shall be relieved of any and all responsibility respecting services, road maintenance, garbage collection and snow removal over both the Primary Lands and the Access Easement.

## **2.13 Required Approvals at Permitting Stage**

2.13.1 Prior to the issuance of the first Building and Development Permits, the Primary Developer shall provide the following to the Development Officer:

- (a) Nova Scotia Environment and Labour approval of any new STP as described in Section 2.7 of this Agreement;
- (b) Nova Scotia Environment and Labour approval of any new potable water supply as a Public Drinking Water Supply as described in Section 2.8 of this Agreement;
- (c) Nova Scotia Department of Transportation and Public Works' approval of the access to the Ketch Harbour Road;
- (d) Erosion and Sedimentation Control Plan prepared by a qualified Professional Engineer; and
- (e) Stormwater Management Plan prepared by a qualified Professional Engineer.

2.13.2 Prior to the issuance of the first Occupancy Permit, the Primary Developer shall provide the following to the Development Officer:

- (a) Certification from a Professional Engineer that the disturbed surfaces have been reinstated or erosion and sedimentation control measures are still in place prior to each Occupancy Permit;
- (b) Certification from a Professional Engineer indicating that the Primary Developer has complied with the Stormwater Management Plan for that applicable phase required pursuant to this Agreement;
- (c) A letter from the Municipality's Fire & Emergency Services certifying that the dry hydrant has been constructed to its specifications; and

- (d) Evidence that a 3-metre (10-foot) wide utility easement for the dry hydrant has been recorded at either the office of the Registry of Deeds or at the Land Registry Office.

2.13.3 Notwithstanding any other provision of this Agreement, the Primary Developer shall not occupy or use the Primary 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 Primary 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 Primary Developer pursuant to this Agreement.

### **PART 3: ENVIRONMENTAL PROTECTION MEASURES**

#### **3.1 Stormwater Management Plans and Erosion and Sedimentation Control Plans**

Prior to the commencement of any site works on the Primary Lands and the Access Easement, including earth movement and/or tree removal other than that required for preliminary survey purposes, or associated off-site works, the Primary 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 the Nova Scotia Environment and Labour. Notwithstanding other Sections of this Agreement, no work is permitted on the Primary Lands and Access Easement 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 Final Site Grading and Stormwater Management Plan prepared by a Professional Engineer, which shall include an appropriate stormwater collection and treatment system. The Final Site Grading and Stormwater Management Plan shall identify structural and vegetative stormwater management measures, which may include infiltration, retention, and detentions controls, wetlands, vegetative swales, filter strips, and buffers that will minimize adverse impacts on receiving watercourse during and after construction.

### **3.2 Stormwater Management System**

The Primary Developer agrees to construct at its own expense the Stormwater Management System which conforms to the concept design reviewed by the Development Officer, in consultation with the Development Engineer, pursuant to Subsection 3.1(c). The Primary Developer shall provide certification from a Professional Engineer that the system, or any phase thereof, has been constructed in accordance with the approved design.

### **3.3 Archaeological Monitoring And Protection**

Portions of the Primary Lands fall within the High Potential Zone for Archaeological Sites identified by the Province. The Primary Developer shall contact the Curator of Special Places, Heritage Division, Tourism, Culture, and Heritage prior to any disturbance of the site and the Primary Developer shall comply with requirements set forth by the Province in this regard.

## **PART 4: AMENDMENTS**

### **4.1 Non-Substantive Amendments**

The following items are considered by all parties to be non-substantive and may be amended by resolution of the Western Region Community Council:

- (a) The granting of an extension to the date of commencement of construction as identified in Section 5.3 of this Agreement;
- (b) The granting of an extension to the length of time for the completion of the development as identified in Section 5.4 of this Agreement;
- (c) An increase in the number of cabins that can be winterized;
- (d) An increase in the maximum floor area for each cabin, which in the opinion of Council, is minor in nature;
- (e) The allowance of a wind turbine for the production of supplemental power to be used solely by the camp;
- (f) An allowance for a separate residence for the Executive Director of the camp;
- (g) An allowance for a Maintenance Building;
- (h) An allowance for a Security Building; and
- (i) Alteration or relocation of the Access Easement on the Secondary Lands.

#### 4.2 Wind Turbine Criteria

In considering a non-substantive amendment to allow for a wind turbine, Council shall have regard to the following:

- (a) A wind turbine shall not exceed a total height of 24 metres (80 feet);
- (b) Total height under 4.2 (a) shall be defined as the height of the turbine from grade to the top of the rotor's arc;
- (c) A minimum setback of three (3) times the total height shall be provided from the base of the turbine to the property boundary;
- (d) The distance from the base of the rotor's arc to grade shall not exceed 7.5 metres (25 feet);
- (e) Adequate setback from camp activity areas and buildings;
- (f) A plan for the decommissioning of the turbine in the eventuality that its use was abandoned in the future. Decommissioning should occur within two (2) years of abandonment; and,
- (g) Compliance with any Provincial and Federal agencies/regulations.

#### 4.3 Referral to the Halifax Watershed Advisory Board

Before Council may consider a non-substantive amendment under Section 4.1, the Halifax Watershed Advisory Board shall be consulted if the result of the non-substantive amendment would lead to development occurring closer to a watercourse than what is proposed under this Agreement.

#### 4.4 Substantive Amendments

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*.

### PART 5: REGISTRATION, EFFECT OF CONVEYANCES AND DISCHARGE

#### 5.1 Registration

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

## **5.2 Subsequent Owners**

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.

## **5.3 Commencement of Development**

5.3.1 In the event that development on the Primary 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 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 Primary Developer, grant an extension to the date of commencement of development.

5.3.2 For the purposes of Subsection 5.3.1, commencement of development shall mean the issuance of Building and Development Permits for either the Main Lodge or the first Cabin.

## **5.4 Completion of Development**

Upon the completion of the development or portions thereof, or after ten (10) years from the date of registration of this Agreement with the Registry of Deeds or Land Registry Office, 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; or,
- (c) Discharge this Agreement on the condition that for those portions of the development that are deemed complete by Council, the Primary Developer's rights hereunder are preserved and the Council shall apply appropriate zoning pursuant to the Municipal Planning Strategy and Land Use By-law for Planning District 5 (Chebucto Peninsula), as may be amended from time to time.

## **PART 6: ENFORCEMENT AND RIGHTS AND REMEDIES ON DEFAULT**

### **6.1 Enforcement**

The Primary Developer and the Secondary Developer agree that any officer appointed by the Municipality to enforce this Agreement shall be granted access onto the Primary Lands and the Access Easement, respectively, during all reasonable hours without obtaining consent of the Primary Developer and the Secondary Developer. The Primary Developer further agrees that, upon receiving written notification from an officer of the Municipality to inspect the interior of any building located on the Primary Lands, the Primary Developer agrees to allow for such an inspection during any reasonable hour within one day of receiving such a request.

## 6.2 Failure to Comply

If the Primary Developer fails to observe or perform any covenant or condition of this Agreement after the Municipality has given the Primary 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 Primary Developer from continuing such default and the Primary Developer hereby submits to the jurisdiction of such Court and waives any defense based upon the allegation that damages would be an adequate remedy;
- (b) The Municipality may enter onto the Primary Lands/Access Easement 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 Primary Lands/Access Easement or from the performance of the covenants or remedial action, shall be a first lien on the Primary 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 Primary Lands/Access Easement 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.

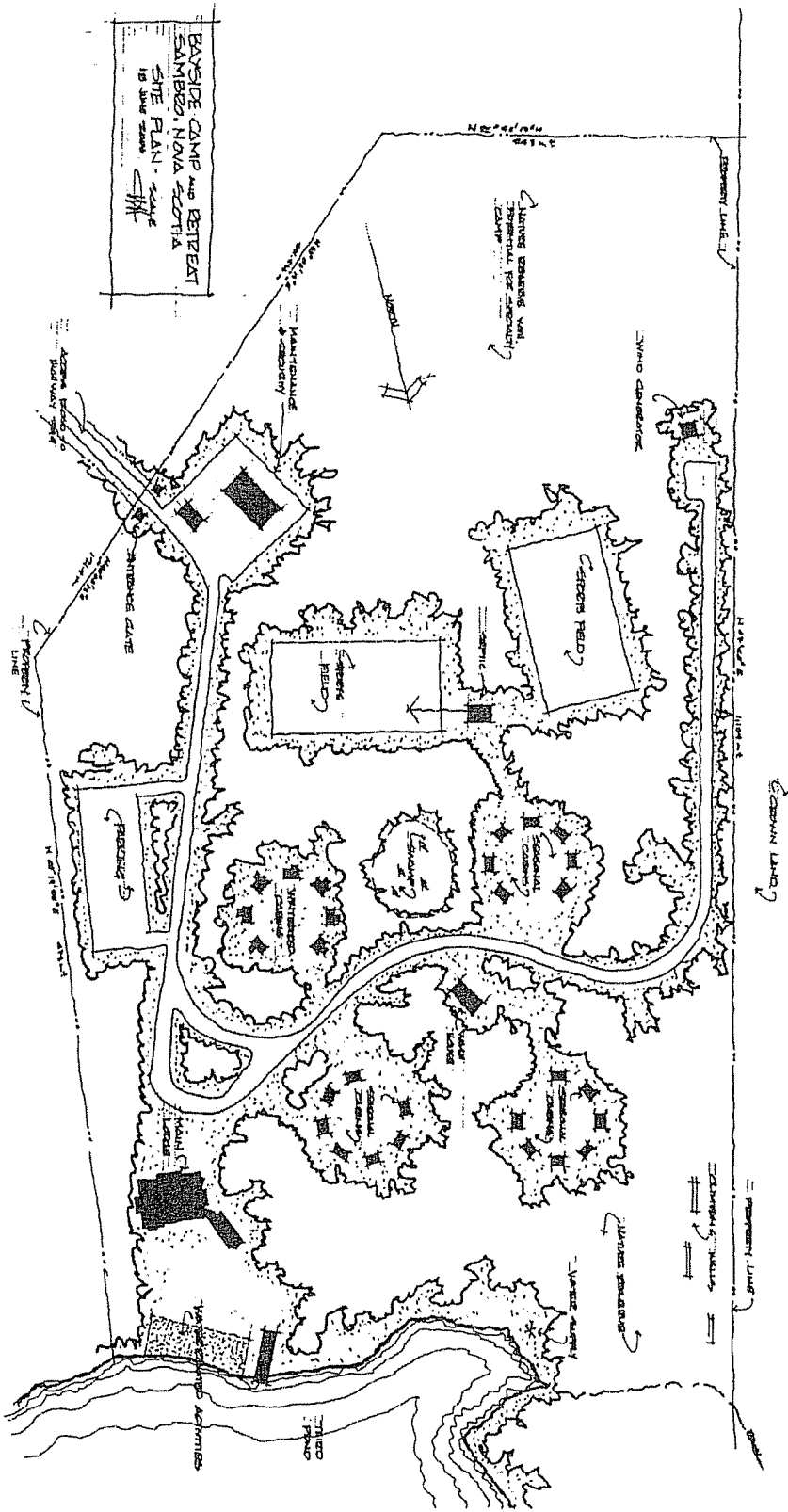
WITNESS that this Agreement, made in quadruplicate, was properly executed by the respective Parties on this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

SIGNED, SEALED AND DELIVERED )  
 ) BAYSIDE UNITED BAPTIST CAMP  
 ) ASSOCIATION  
 in the presence of )  
 )  
 ) Per: \_\_\_\_\_  
 )  
 )  
 \_\_\_\_\_ )

SIGNED, SEALED AND DELIVERED )  
 ) QUALITY VENTURES HOLDINGS  
 ) LIMITED  
 in the presence of )  
 )  
 ) Per: \_\_\_\_\_  
 )  
 )  
 \_\_\_\_\_ )

SEALED, DELIVERED AND )  
 ATTESTED to by the proper )  
 signing officers of Halifax Regional )  
 Municipality duly authorized )  
 in that behalf in the presence of )  
 ) Per: \_\_\_\_\_  
 ) MAYOR  
 )  
 \_\_\_\_\_ )  
 ) Per: \_\_\_\_\_  
 ) MUNICIPAL CLERK  
 )





BAYVIEW CAMP and RETREAT  
 SANBROS, NOVA SCOTIA  
 SITE PLAN - 1984  
 18 June 1984  
 JHM

MASTER PLAN

0089000035

POWER  
 BAILEY  
 MITCHELL  
 ARCHITECTS

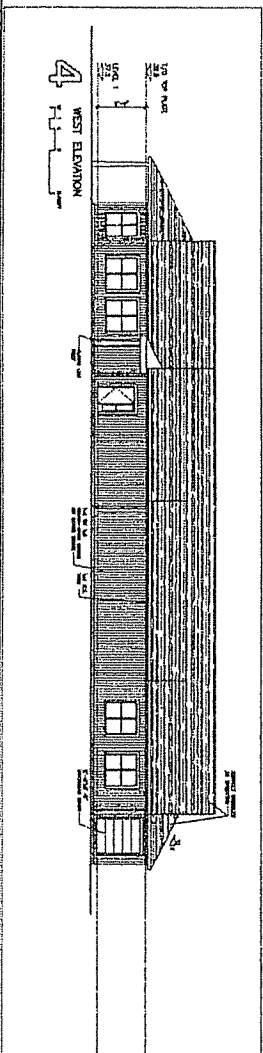
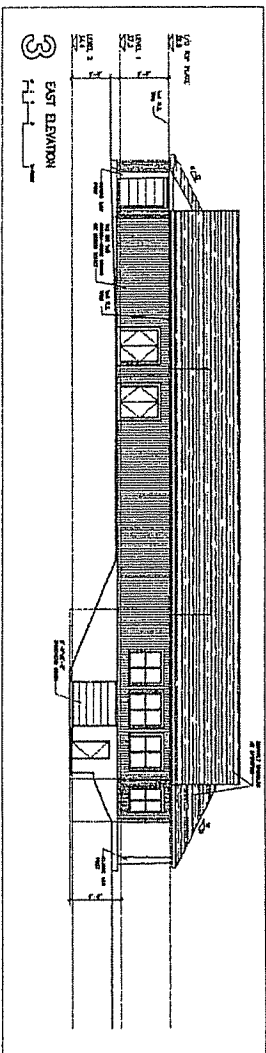
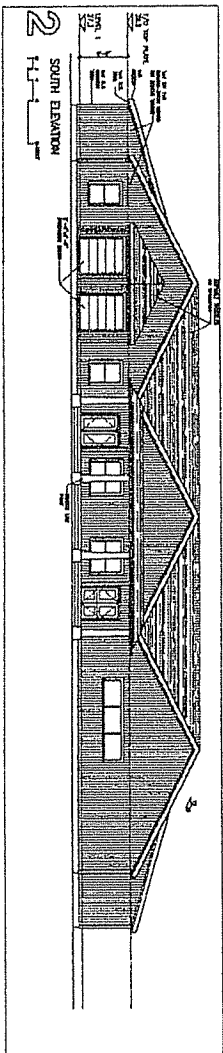
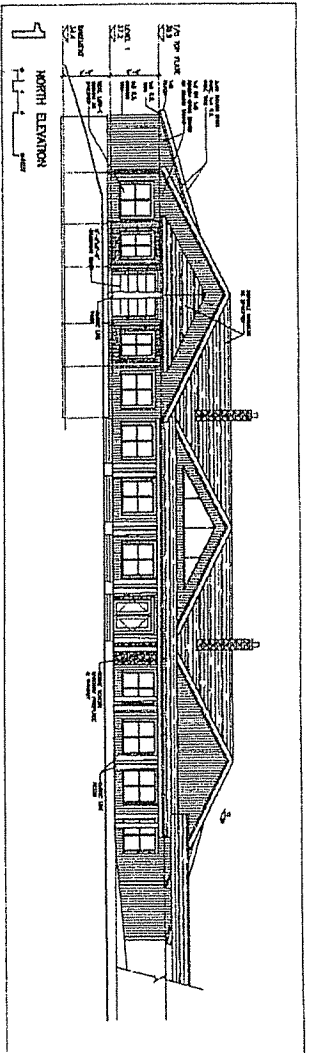
Professional Architects  
 1000 West Beaver Creek, Suite 100  
 Richmond Hill, Ontario L4B 3N2  
 Tel: (416) 882-1111  
 Fax: (416) 882-1112

NO.	REVISION	DATE	BY	CHKD.
1	ISSUED FOR PERMIT	1984-06-18	JHM	JHM
2	ISSUED FOR CONSTRUCTION	1984-06-18	JHM	JHM
3	ISSUED FOR CONSTRUCTION	1984-06-18	JHM	JHM
4	ISSUED FOR CONSTRUCTION	1984-06-18	JHM	JHM
5	ISSUED FOR CONSTRUCTION	1984-06-18	JHM	JHM
6	ISSUED FOR CONSTRUCTION	1984-06-18	JHM	JHM
7	ISSUED FOR CONSTRUCTION	1984-06-18	JHM	JHM
8	ISSUED FOR CONSTRUCTION	1984-06-18	JHM	JHM
9	ISSUED FOR CONSTRUCTION	1984-06-18	JHM	JHM
10	ISSUED FOR CONSTRUCTION	1984-06-18	JHM	JHM

BAYVIEW CAMP  
 & RETREAT CENTRE  
 ARCHITECTURAL PLAN  
 1984-06-18  
 18 June 1984

MASTER PLAN  
 A-1

Schedule "D"



0089000039

**FRANKLIN PAULD & MITCHELL ARCHITECTS**

1000 North 1st Street, Suite 100  
 Lincoln, Nebraska 68502  
 Phone: (402) 441-1111  
 Fax: (402) 441-1112  
 Email: franklin@franklinpauld.com

NO.	DESCRIPTION	DATE
1	PRELIMINARY	10/15/03
2	REVISED	11/10/03
3	REVISED	12/15/03
4	REVISED	01/15/04
5	REVISED	02/15/04
6	REVISED	03/15/04
7	REVISED	04/15/04
8	REVISED	05/15/04
9	REVISED	06/15/04
10	REVISED	07/15/04
11	REVISED	08/15/04
12	REVISED	09/15/04
13	REVISED	10/15/04
14	REVISED	11/15/04
15	REVISED	12/15/04
16	REVISED	01/15/05
17	REVISED	02/15/05
18	REVISED	03/15/05
19	REVISED	04/15/05
20	REVISED	05/15/05
21	REVISED	06/15/05
22	REVISED	07/15/05
23	REVISED	08/15/05
24	REVISED	09/15/05
25	REVISED	10/15/05
26	REVISED	11/15/05
27	REVISED	12/15/05
28	REVISED	01/15/06
29	REVISED	02/15/06
30	REVISED	03/15/06
31	REVISED	04/15/06
32	REVISED	05/15/06
33	REVISED	06/15/06
34	REVISED	07/15/06
35	REVISED	08/15/06
36	REVISED	09/15/06
37	REVISED	10/15/06
38	REVISED	11/15/06
39	REVISED	12/15/06
40	REVISED	01/15/07
41	REVISED	02/15/07
42	REVISED	03/15/07
43	REVISED	04/15/07
44	REVISED	05/15/07
45	REVISED	06/15/07
46	REVISED	07/15/07
47	REVISED	08/15/07
48	REVISED	09/15/07
49	REVISED	10/15/07
50	REVISED	11/15/07
51	REVISED	12/15/07
52	REVISED	01/15/08
53	REVISED	02/15/08
54	REVISED	03/15/08
55	REVISED	04/15/08
56	REVISED	05/15/08
57	REVISED	06/15/08
58	REVISED	07/15/08
59	REVISED	08/15/08
60	REVISED	09/15/08
61	REVISED	10/15/08
62	REVISED	11/15/08
63	REVISED	12/15/08
64	REVISED	01/15/09
65	REVISED	02/15/09
66	REVISED	03/15/09
67	REVISED	04/15/09
68	REVISED	05/15/09
69	REVISED	06/15/09
70	REVISED	07/15/09
71	REVISED	08/15/09
72	REVISED	09/15/09
73	REVISED	10/15/09
74	REVISED	11/15/09
75	REVISED	12/15/09
76	REVISED	01/15/10
77	REVISED	02/15/10
78	REVISED	03/15/10
79	REVISED	04/15/10
80	REVISED	05/15/10
81	REVISED	06/15/10
82	REVISED	07/15/10
83	REVISED	08/15/10
84	REVISED	09/15/10
85	REVISED	10/15/10
86	REVISED	11/15/10
87	REVISED	12/15/10
88	REVISED	01/15/11
89	REVISED	02/15/11
90	REVISED	03/15/11
91	REVISED	04/15/11
92	REVISED	05/15/11
93	REVISED	06/15/11
94	REVISED	07/15/11
95	REVISED	08/15/11
96	REVISED	09/15/11
97	REVISED	10/15/11
98	REVISED	11/15/11
99	REVISED	12/15/11
100	REVISED	01/15/12

**DAVIDSON CLARK ARCHITECTS**  
 1000 North 1st Street, Suite 100  
 Lincoln, Nebraska 68502  
 Phone: (402) 441-1111  
 Fax: (402) 441-1112  
 Email: davidson@clarkarchitects.com

**WEST LOBBY ELEVATIONS A-5**

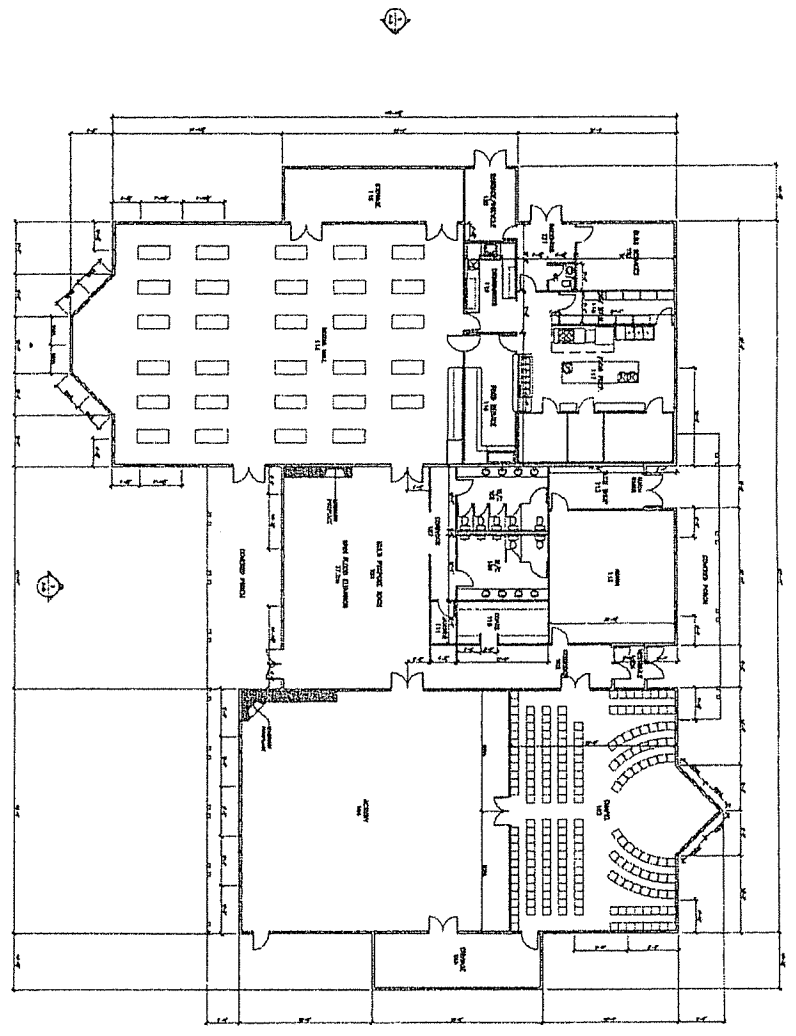
Schedule "E"

**FRYER  
BRUD &  
ANTHONY**  
Architects

Two South Boulevard  
P.O. Box 117  
New York, New York 10001

FLOOR PLAN - LEVEL 1

0089000038

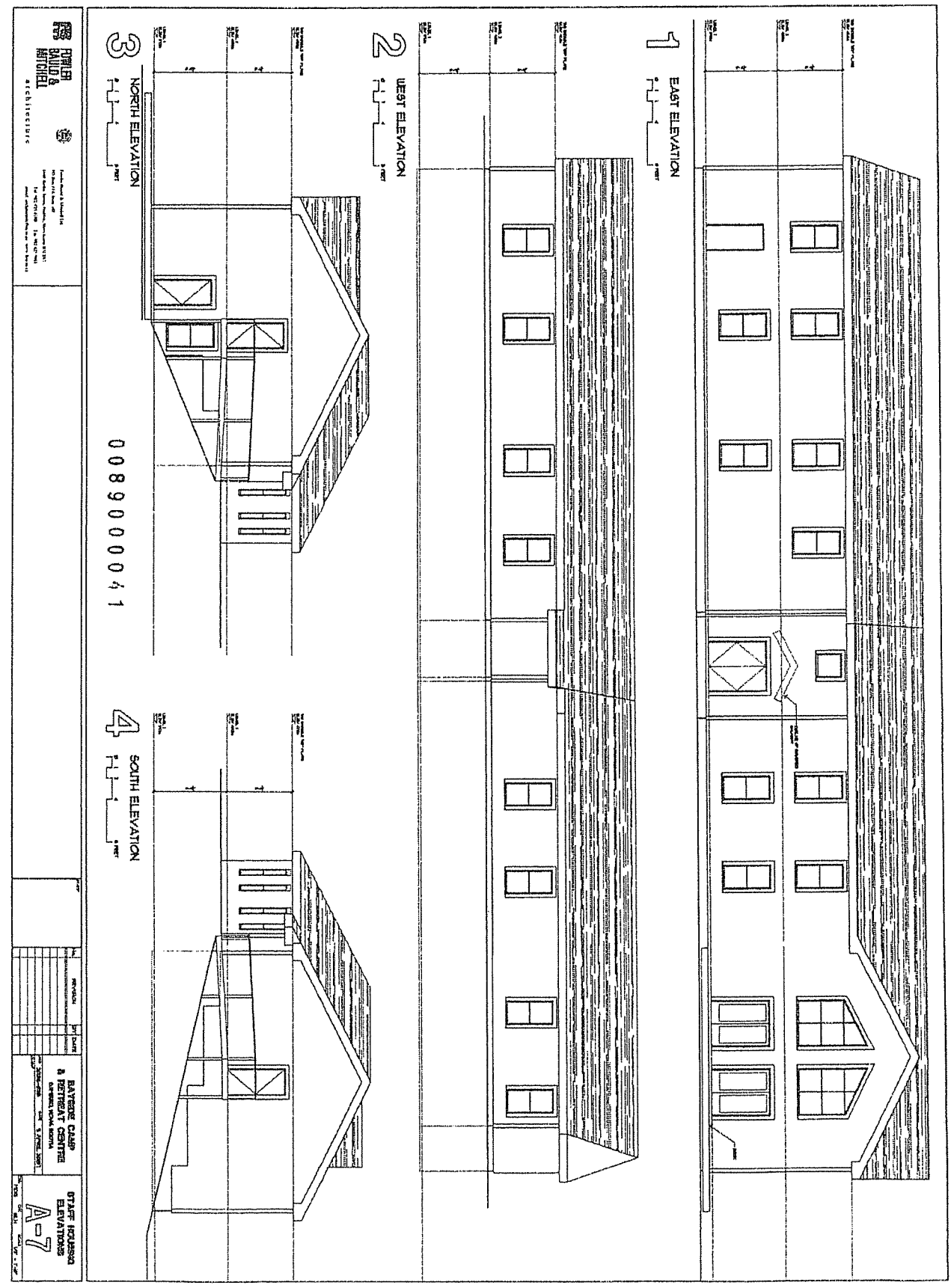


NO.	REVISION	DATE	BY	CHKD.

BAVERNE CAMP  
RESTAURANT CENTER

MAIN LORGE  
FLOOR PLAN  
A-4

Schedule 'R'



0089000041

**FRANK RYAN & NATIONAL ARCHITECTS**

Frank Ryan & National  
Architects  
1000 North 1st Street, Suite 200  
Phoenix, AZ 85004  
Tel: 602.442.1100  
Fax: 602.442.1101  
www.frankryan.com

NO.	REVISION	DATE

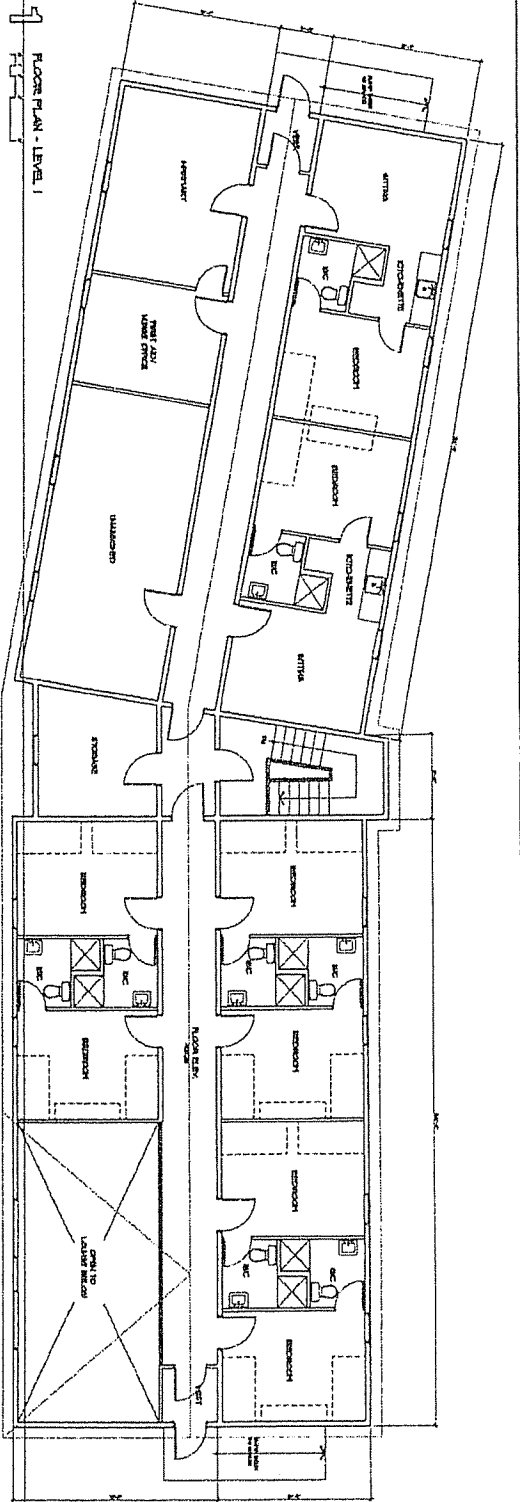
BY: **FRANK RYAN & NATIONAL ARCHITECTS**

DATE: **08/15/2008**

PROJECT: **STAFF HOUSE ELEVATIONS**

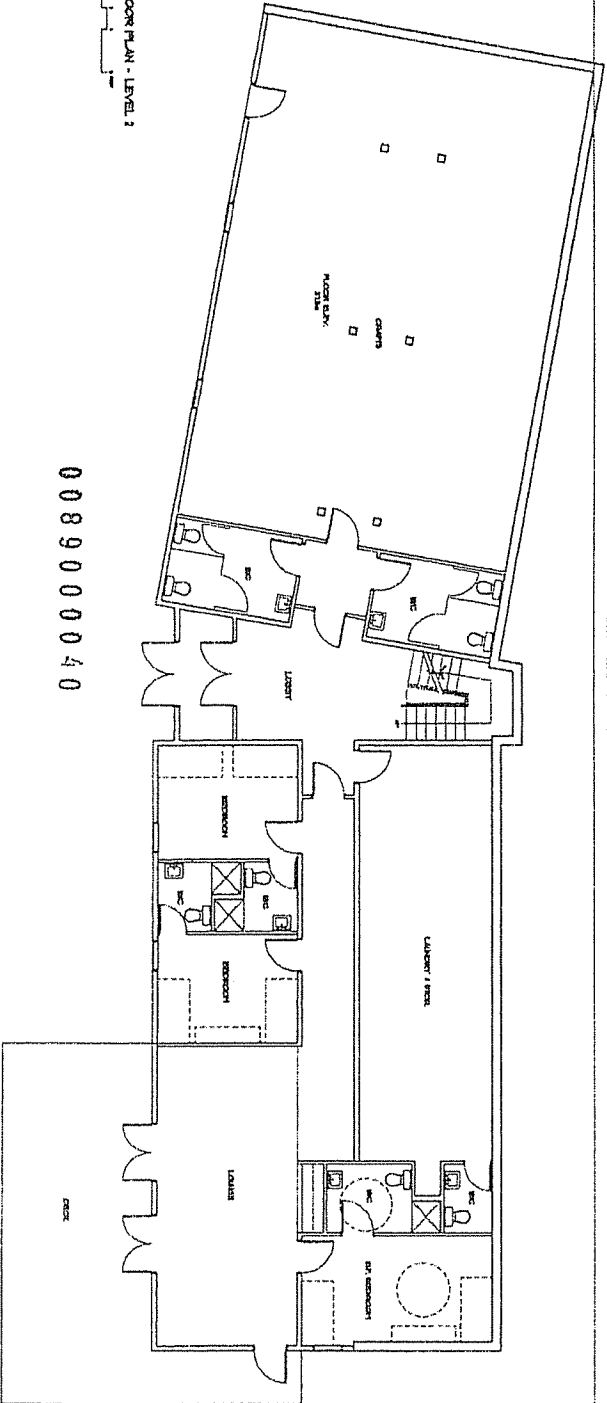
NO. **A-7**

Schedule "G"



FLOOR PLAN - LEVEL 2

0089000040



**FRANZ BLOND & MITCHELL ARCHITECTURE**

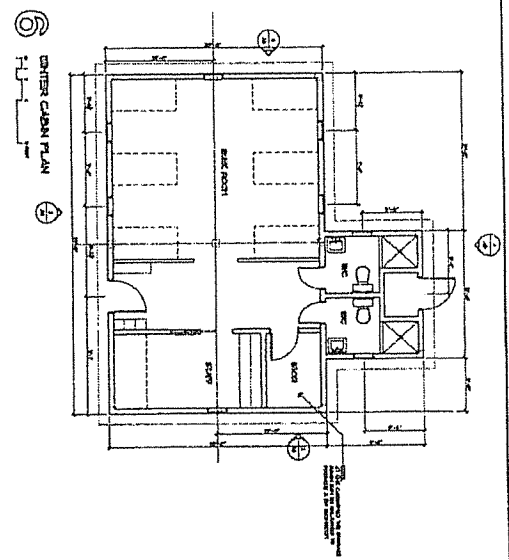
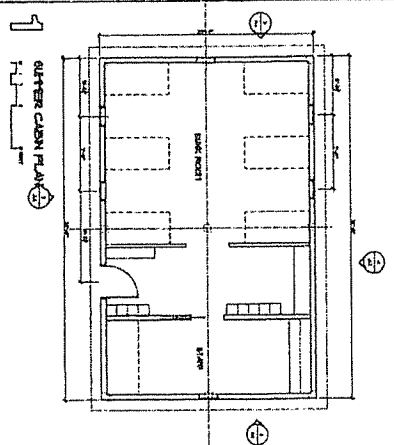
10000 10th Ave. S.E.  
 Bellevue, WA 98004  
 Phone: (206) 461-1111  
 Fax: (206) 461-1112

NO.	REVISION	DATE

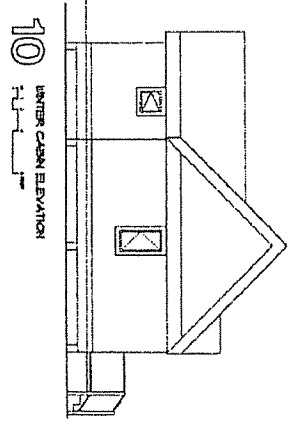
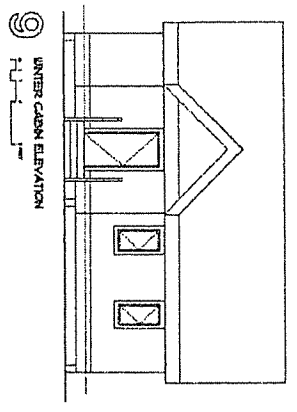
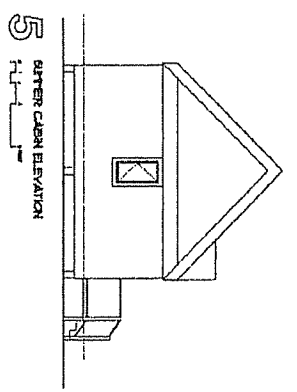
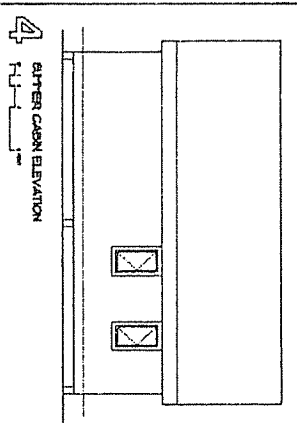
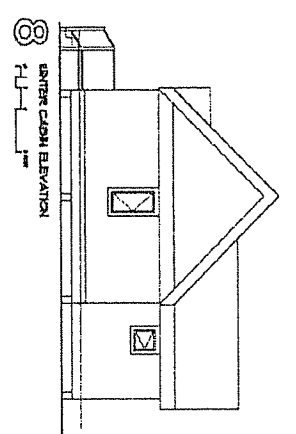
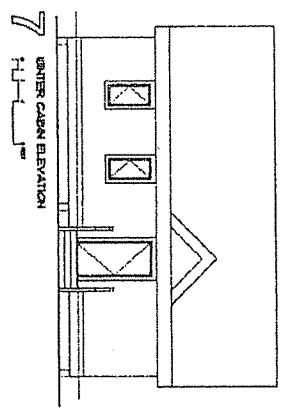
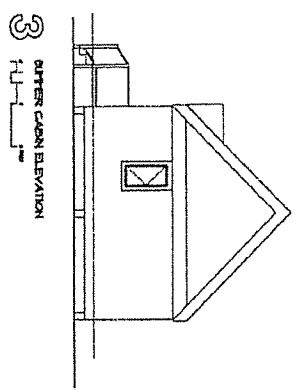
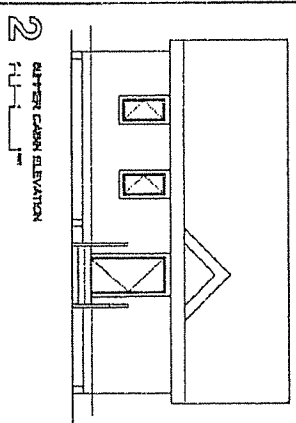
RAYMOND CASP  
 & RESTAURANT CENTRE  
 48000 10th Ave. S.E.  
 Bellevue, WA 98004

FLOOR PLAN  
 STAFF HOLDING  
**A-6**

Schedule 'H'



0089000042



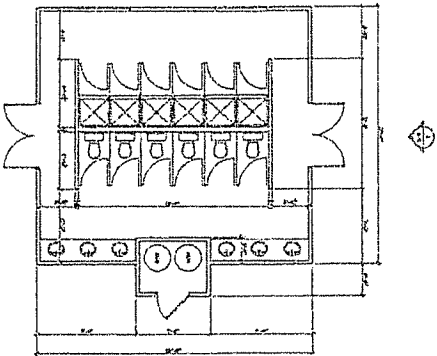
**FORNIA**  
SAND &  
LAND  
ARCHITECTURE

10000 1/2 Highway 101  
Carmel, CA 95006  
Tel: 831.921.1111 Fax: 831.921.1112  
www.fornia.com

**STUBBS & WINTER**  
ARCHITECTS  
10000 1/2 Highway 101  
Carmel, CA 95006  
Tel: 831.921.1111 Fax: 831.921.1112  
www.stubbsandwinter.com

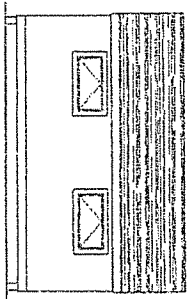
NO.	DESCRIPTION	DATE
1	REVISION	
2	REVISION	
3	REVISION	
4	REVISION	
5	REVISION	
6	REVISION	
7	REVISION	
8	REVISION	
9	REVISION	
10	REVISION	

Schedule 'I'

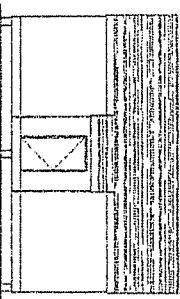


1 WASH HORSE FLOOR PLAN

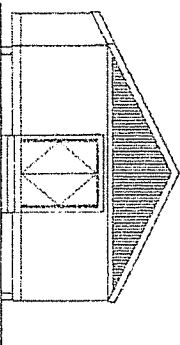
0089000043



2 WASH HORSE ELEVATION



3 WASH HORSE ELEVATION



4 WASH HORSE ELEVATION

**W. H. HARRIS & COMPANY**  
ARCHITECTS  
1000 BANK BUILDING  
ST. LOUIS, MO.  
DESIGNED BY

NO.	DESCRIPTION	DATE	BY	CHECKED	SCALE	DATE	BY	CHECKED
1	PLAN	1914	W. H. HARRIS		1/4" = 1'-0"			
2	ELEVATIONS	1914	W. H. HARRIS		1/4" = 1'-0"			
3	SECTION	1914	W. H. HARRIS		1/4" = 1'-0"			
4	SECTION	1914	W. H. HARRIS		1/4" = 1'-0"			
5	SECTION	1914	W. H. HARRIS		1/4" = 1'-0"			
6	SECTION	1914	W. H. HARRIS		1/4" = 1'-0"			
7	SECTION	1914	W. H. HARRIS		1/4" = 1'-0"			
8	SECTION	1914	W. H. HARRIS		1/4" = 1'-0"			
9	SECTION	1914	W. H. HARRIS		1/4" = 1'-0"			

W. H. HARRIS & COMPANY  
ARCHITECTS  
1000 BANK BUILDING  
ST. LOUIS, MO.

W. H. HARRIS & COMPANY  
ARCHITECTS  
1000 BANK BUILDING  
ST. LOUIS, MO.

Schedule "J"





Attachment "B"

Review of Relevant Planning District 5 (Chebucto Peninsula) MPS Policies

RB-3 Notwithstanding Policies RB-1 and RB-2, within the Rural "B" Designation, it shall be the intention of Council to consider commercial recreation uses according to the development agreement provisions of the Planning Act. In considering any such development, Council shall have regard to the provisions of Policy RA-6.

RA-6 Within the Rural "A" Designation, it shall be the intention of Council to consider commercial recreation uses according to the development agreement provisions of the Planning Act. In considering any such development agreement, Council shall have regard to the following:

Policy criteria	Staff comments
(a) that the site exhibits characteristics which make the location particularly suitable for the proposed use	The camp site exhibits characteristics which makes the location particularly suitable for the use of a camp. These include: a land area (approximately 98 acres) that provides enough space to adequately serve the needs of a camp, direct access to a large lake for water-related activities, relative isolation from residential uses (distance in excess of 1 km), and an extensive treed area that can contribute to buffering the site, as well as providing an ideal atmosphere for the camp users.
(b) the potential for adversely affecting adjacent residential and community facility development by virtue of noise, visual intrusion, traffic generation and littering	<p>Noise and visual impacts due to the presence of the camp are reduced by the relative isolation (distance and buffer) of the camp parcel from area residential properties.</p> <p>Traffic generation to and from the site during the summer months will mostly be limited to periods of drop-off and pick-up of children, which will happen at specific times during the week. Drop-off will occur on Sunday afternoons, while pick-up will occur on Friday evenings. For the rest of the year, when the camp will be used for weekend retreat purposes, it is expected that there will be minimal traffic entering and leaving the site.</p> <p>Mitigation measures against potential problems with littering are addressed in Section 2.11 of the draft development agreement.</p>

<p>(c) the provision of landscaping or buffering from adjacent development and the public road to which it has access in order to reduce the impact of the proposed development</p>	<p>Section 2.9 of the draft development agreement specifies the provision of land use buffer areas of a minimum of 6 metres (20 feet) from all property boundaries in order to provide a visual screening and separation buffer for the benefit of the abutting properties. The land use buffer areas will consist of natural landscape and vegetation.</p>
<p>(d) the availability of a site and site design which will entirely contain all aspects of the operation within the boundary of the proposed site</p>	<p>All aspects of the camp operation are to occur within the boundary of the camp parcel.</p>
<p>(e) the impact on traffic circulation, pedestrian safety, and in particular sighting distances and entrances and exits to the site</p>	<p>The Nova Scotia Department of Transportation and Public Works did not identify any concerns relative to the impact of the camp on traffic circulation when reviewing the application. During the summer months, it is anticipated that most vehicles would be entering or leaving the site during two specific periods of time, i.e. Friday evenings and Sunday afternoons. The number of vehicles entering or leaving the site during the rest of the year is anticipated to drop dramatically as the camp is only planned to be used for limited weekend retreat activities.</p> <p>Due to the positioning of the parking facility at the entrance to the camp site, camp employees, campers and visitors will only need to cross one 20-foot wide circulation aisle, having a negligible amount of vehicular traffic, in order to access all of the activity areas of the camp site. Furthermore, an internal pedestrian trail system will connect many of the cabin clusters and activity areas, thus limiting pedestrian and vehicular conflicts.</p> <p>Access to and from the site will occur on a 20-foot wide travel way, which will provide enough room for two-way traffic and can accommodate emergency vehicles. The Nova Scotia Department of Transportation and Public Works has reviewed the proposed access and has determined that it meets standard sighting distances.</p>

<p>(f) the layout and design of the facility</p>	<p>The draft development agreement responds to concerns relating to site layout and design in Sections 2.3 and 2.4. These two sections specifically provide for the layout of the buildings on the camp site as well as the layout and design of the parking and internal circulation system. The layout and design of the facility are illustrated on the site plan (Schedule "D").</p>
<p>(g) general maintenance of the facility</p>	<p>Section 2.11 of the draft development agreement outlines the requirements for maintaining and keeping in good repair all portions of the development on the lands.</p>
<p>(h) where any sewage treatment plant is proposed, the location and level of treatment of the sewage treatment plant, based on a report from the appropriate Provincial or Federal government authority</p>	<p>Section 2.7 of the draft development agreement specifies that the camp site shall be serviced through a privately owned and operated sewage treatment plant (STP). Nova Scotia Environment and Labour (NSEL) has jurisdiction in the province over the approval of any such system. While there have been preliminary discussions between the developer and the Province over the type and design of an on-site sewage treatment system, the actual design will only be finalized prior to permitting. The draft development agreement makes the issuance of Building and Development Permits contingent upon receipt by the Development Officer of an approval from NSEL (Subsection 2.13.1).</p>

<p>(i) that the appearance of all buildings and structures related to the use shall be compatible with the surrounding area in terms of scale, exterior finish and signage</p>	<p>Subsection 2.3.1.1 calls for all buildings to be located on the camp site to be clad in natural sidings or coverings. Except for the main lodge and the staff housing building, all other buildings to be located on the camp site will be smaller in scale than a typical single family dwelling. Controls have been placed in the draft development agreement to limit the height and footprint of the main lodge and staff housing building. Furthermore, the distance from existing development, as well as the buffers and setbacks from property boundary lines will reduce the impact of the scale of these two buildings on neighbouring properties.</p> <p>Signage is addressed under Section 2.5. Apart for two signs to be located close to the Ketch Harbour Road, all other signs allowed for the camp should not be visible from neighbouring properties. The two signs that are permitted to be erected close to the Ketch Harbour Road will be controlled in terms of height, area and illumination.</p>
<p>(j) an assessment of environmental concerns related to the proposed development and in particular, potential effects on watercourses, based on a report from the appropriate Provincial or Federal government authority</p>	<p>Both the Provincial and Federal government do not currently undertake environmental assessments of private development projects. That being said, the proposed development was reviewed by the Halifax Watershed Advisory Board (HWAB), which has a mandate to review applications (requiring the discretionary approval of Community Council) for potential impacts on watercourses and the natural environment.</p>
<p>(k) the requirement for any applicable provincial approvals</p>	<p>The requirements for applicable provincial approvals have been covered under Subsections 1.3.1, 1.3.2, 2.4.2, 2.7.1, 2.8.1 and 2.13.1 of the draft development agreement.</p>

(l) hours of operation	The very nature of a camp facility implies a 24-hour operation. However, this does not mean that Council could not restrict certain camp activities during specified periods of the day. While the opportunity does exist to insert such restrictions within the development agreement, staff feels that it is unnecessary in this case given the proposed set back from existing development (in excess of 1 km) and the fact that traffic to and from the camp site would normally not occur between dusk and dawn. Staff is therefore of the opinion that the Municipality's Noise By-law will be sufficient to control noise emanating from the camp property in late evening/early morning.
(m) the provisions of Policy IM-10	Please refer to the evaluation of IM-10 below.

IM-10 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 Plan, Council shall have appropriate regard to the following matters:

Policy criteria	Staff comments
(a) that the proposal is in conformity with the intent of this Plan and with the requirements of all other municipal by-laws and regulations	It is the opinion of staff that a youth/adult camp including a main lodge, a staff accommodation building, 28 cabins, 3 wash house buildings, open space amenities including an outdoor chapel and 2 sport fields, parking facilities, and 6 accessory/craft buildings could be developed at this location in accordance with the general intent of the Municipal Planning Strategy and all other municipal by-laws and regulations.

<p>(b) that the proposal is not premature or inappropriate by reason of:</p> <ul style="list-style-type: none"><li>(i) the financial capability of the Municipality to absorb any costs relating to the development;</li><li>(ii) the adequacy of on-site sewerage and water services;</li><li>(iii) the adequacy or proximity of school, recreation or other Community facilities;</li><li>(iv) the adequacy of road networks leading or adjacent to or within the development;</li><li>(v) pedestrian safety; and</li><li>(vi) the potential for damage to or for destruction of designated historic buildings and sites.</li></ul>	<ul style="list-style-type: none"><li>(i) The Municipality will not be absorbing any additional costs related to this development.</li><li>(ii) Sections 2.7 and 2.8 of the draft development agreement address the adequacy of on-site sewerage and water services, respectively.</li><li>(iii) The proposed development will not impact local school, recreation or other community facilities. In fact, it should complement area recreation and community facilities.</li><li>(iv) The proposed development will directly access the Ketch Harbour Road, a provincially-designated highway, by way of a 20-foot wide access driveway specifically built to serve the youth/adult camp.</li><li>(v) Due to the positioning of the parking facility at the entrance to the site, camp employees, campers and visitors will only need to cross at the most one 20-foot wide circulation aisle, having a negligible amount of vehicular traffic, in order to access all of the activity areas, cabin clusters and the main lodge. Furthermore, an internal pedestrian trail system will connect many of the cabin clusters and activity areas, thus limiting pedestrian and vehicular conflicts.</li><li>(vi) There are no designated historic buildings and sites in the immediate area.</li></ul>
---	---

<p>(c) that controls are placed on the proposed development so as to reduce conflict with any adjacent or nearby land uses by reason of:</p> <ul style="list-style-type: none"><li>(i) type of use;</li><li>(ii) height, bulk and lot coverage of any proposed building;</li><li>(iii) traffic generation, access to and egress from the site, and parking;</li><li>(iv) open storage;</li><li>(v) signs; and</li><li>(vi) any other relevant matter of planning concern.</li></ul>	<p>(i) Section 2.1 of the draft development agreement lists the land uses that will be permitted on the site.</p> <p>(ii) Section 2.3 of the draft development agreement places control on the height, bulk and lot coverage for each building proposed for the site.</p> <p>(iii) Traffic generation from the site during the summer months will mostly be limited to the drop-off of children on Sunday afternoons and pick-up on Friday evenings. During the rest of the year, traffic generation will be negligible as only a portion of the camp will be used for weekend retreat activities. Therefore, staff is of the opinion that no formal control on traffic generation is needed within the proposed development agreement.</p> <p>Access to and egress from the site is controlled under Section 2.4 of the draft development agreement.</p> <p>The draft development agreement mandates a minimum of 25 parking spaces (Section 2.4). While the wording of the agreement does not specify a maximum number of spaces, Schedule "D" of the agreement does in effect provide some form of cap on the area that can be allocated to parking on the camp site.</p> <p>(iv) Any outdoor storage which is necessary and accessory to the camp use will be mitigated by the extensive area of the camp site (approximately 98 acres) and the generous setbacks and natural buffers (tree preservation) to be provided on the site. External impacts will therefore be negligible.</p> <p>(v) Section 2.5 of the draft development agreement spells out controls over signage on the camp parcel and the access easement.</p> <p>(vi) No other relevant matter of planning concern was identified.</p>
---	--

<p>(d) that the proposed site is suitable in terms of the steepness of grades, soil and geological conditions, locations of watercourses, marshes or bogs and susceptibility of flooding</p>	<p>The 98-acre camp parcel and the access easement are both suitable for the uses proposed under the draft development agreement in terms of steepness of grades, soil and geological conditions. Watercourses and wetlands do exist on the respective or adjacent properties, but in each of these cases, requirements for proper development setbacks and riparian buffers will be followed.</p>
<p>(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- August 17, 2002)</p>	<p>This criteria is not applicable to the type of application under consideration.</p>

IM-6 Providing that the intentions of all other policies are satisfied, Council may, for the purpose of providing for the development of similar uses on properties which abut one another, consider development agreements or amendments to the land use by-law within a designation to provide for the development of uses which are uses permitted by the zone on the abutting property within the abutting designation, as shown on the Generalized Future Land Use Map (Map 1), except where commercial or industrial zones abut residential (R-1, R-2, R-2a) zones.



Attachment "C"

Report from the Halifax Watershed Advisory Board (HWAB)

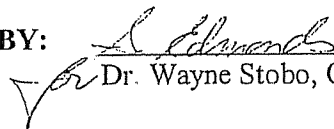


PO Box 1749  
Halifax, Nova Scotia  
B3J 3A5 Canada

Western Region Community Council  
September 25, 2006

TO: Councillor Stephen Adams and Members of Western Community Council

SUBMITTED BY:

  
Dr. Wayne Stobo, Chair, Halifax Watershed Advisory Board

DATE: August 18, 2006

SUBJECT: **Case 890: Bayside United Baptist Camp Association - Development Agreement to Permit a Camp off Ketch Harbour Road.**

---

**ORIGIN**

On 19th July, 2006, Luc Ouellet, Planner, brought before the Halifax Watershed Advisory Board, an application by the Bayside United Baptist Church to enter into a Development Agreement to allow for a youth/adult camp to be located in Sambro Head.

**RECOMMENDATION**

The Halifax Watershed Advisory Board recommends to Western Community Council that:

1. If any major changes, having an impact on the environment, are made to the plan before it is presented to Community Council, Community Council direct staff to seek input from the Halifax Watershed Advisory Board including possible amendments to the Board's recommendations.
2. If any expansion of the campground is proposed to accommodate more than the 200 campers indicated in the current plan, this be achieved through a non-substantive amendment to the Development Agreement, subject to advice from the Board.
3. An undisturbed buffer of 30 metres be maintained around all water bodies and wetlands. This buffer distance should also be honoured in the construction of the access road; the road should be 30 metres from the stream wherever possible and make a right-angled turn, or a sharp-angle turn, where it crosses the stream in order to minimize the amount of road less than 30 metres from the stream.

4. Provision be made for fish passage where the road crosses all watercourses, preferably through the use of three-sided culverts.
5. In view of the Camp's proposed reliance upon electricity to maintain many of its systems (pumps, etc.), alternate electrical generation capacity be provided in case of a power outage.
6. The beach be built according to the Nova Scotia Environment and Labour Guidelines.
7. The lake water be tested at two locations: in the vicinity of the beach, and in the vicinity of the outlet of the stream connecting Third Lake to Second Pond. The water samples should be taken prior to construction and for the two years following construction, at three times annually (Spring, Summer and Fall); the water quality testing should include fecal coliform, phosphorus and nitrogen.
8. If it is decided that the drinking water needs to be treated, the proponent ensure that the disposition of any backwash from the treatment unit is handled in an environmentally sensitive manner.
9. If any petroleum-based products are to be stored on site, they be held in a full containment system.

### **BACKGROUND**

The proposal is for a youth/adult camp, initially for 150-200 campers housed in separate cabins. There will also be a lodge/retreat centre with sleeping accommodation for an additional 50 persons and dining facilities for 200. The proposed camp is to be located on the back 100 acres of a 300 acres vacant property fronting on the Ketch Harbour Road in Sambro Head. The parcel abuts Third Pond and contains a wetland. The site is to be serviced with an on-site septic system and private wells.

### **DISCUSSION**

The Board appreciates this opportunity to review the Bayside United Baptist Church's application and was pleased to make the above recommendations.

The Watershed Advisory Board, whose main concern is the protection of the watershed and the natural environment, was pleased to note two aspects of this proposal, in particular:

- i that the proponents are considering the wetlands and natural vegetation on the site as assets worthy of conservation

- ii that the plan is to achieve the equivalent of tertiary sewage treatment on site and to recycle polished effluent on site, through an irrigation system.

The Board is also pleased to note that no facilities are proposed associated with the use of motorized vessels on the lake and that the swimming and boat launching installations will be seasonal and removable.

With reference to recommendation 3, the plan indicates that the access road parallels the stream for some distance and the Board is concerned that it may not be located 30 metres from the stream along its full length. Thus the recommendation give specific direction regarding the 30 metre buffer.

### **BUDGET IMPLICATIONS**

N/A

### **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**

N/A

### **ATTACHMENTS**

1. Memo dated June 9, 2006 from Luc Ouellet, Planner re Case 890: Development Agreement to Permit a Camp
2. Extract of Minutes of Halifax Watershed Advisory Committee meeting of June 21, 2006

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

Report Approved by: Dr. Wayne Stobo, Chair, Halifax Watershed Advisory Board



PO Box 1749  
Halifax, Nova Scotia  
B3J 3A5

---

## MEMORANDUM

To: Chair and Members of the Halifax Watershed Advisory Board

From: Luc Ouellet, Planner

Date: June 9, 2006

Subject: **Case 00890: Development Agreement to permit a camp**

---

### **Application:**

Application by the Bayside United Baptist Camp Association to enter into a development agreement to allow for a camp off the Ketch Harbour Road (lands north of HWY 349 and adjacent to Third Pond, PID 00394775, Sambro Head).

### **Location:**

The proposed camp would be located on the back portion (100 acres) of a 300-acre vacant property fronting on the Ketch Harbour Road in Sambro Head (see Map 1).

### **Site Features:**

The proposed parcel abuts Third Pond and contains a wetland.

### **Proposal:**

The proposal is for a Christian youth/adult camp for 150 campers with provisions to expand the number of campers to 300 in the future. Campers will be housed in separate cabins (12 campers per cabin + 2 counselors). The camp proposal also includes a lodge/retreat centre with sleeping accommodations for 50 people and dining facilities for 200 persons. The attached Site Plan shows the proposed development. Access from the Ketch Harbour Road is to be provided by a 20-metre wide deeded access. The site is to be serviced with an on-site septic system and private wells.

The development agreement proposal can be considered under Policies RB-3, RA-6, and IM-10 of the Planning District 5 (Chebucto Peninsula) Municipal Planning Strategy (See Appendix 3).

---

**Watershed Advisory Board:**

Pursuant to the Board's terms of reference, your input with respect to the potential impact of this development on nearby watercourses is requested.

Attachments:

Appendix 1 - Location and Zoning Map

Appendix 2 - Site Plan

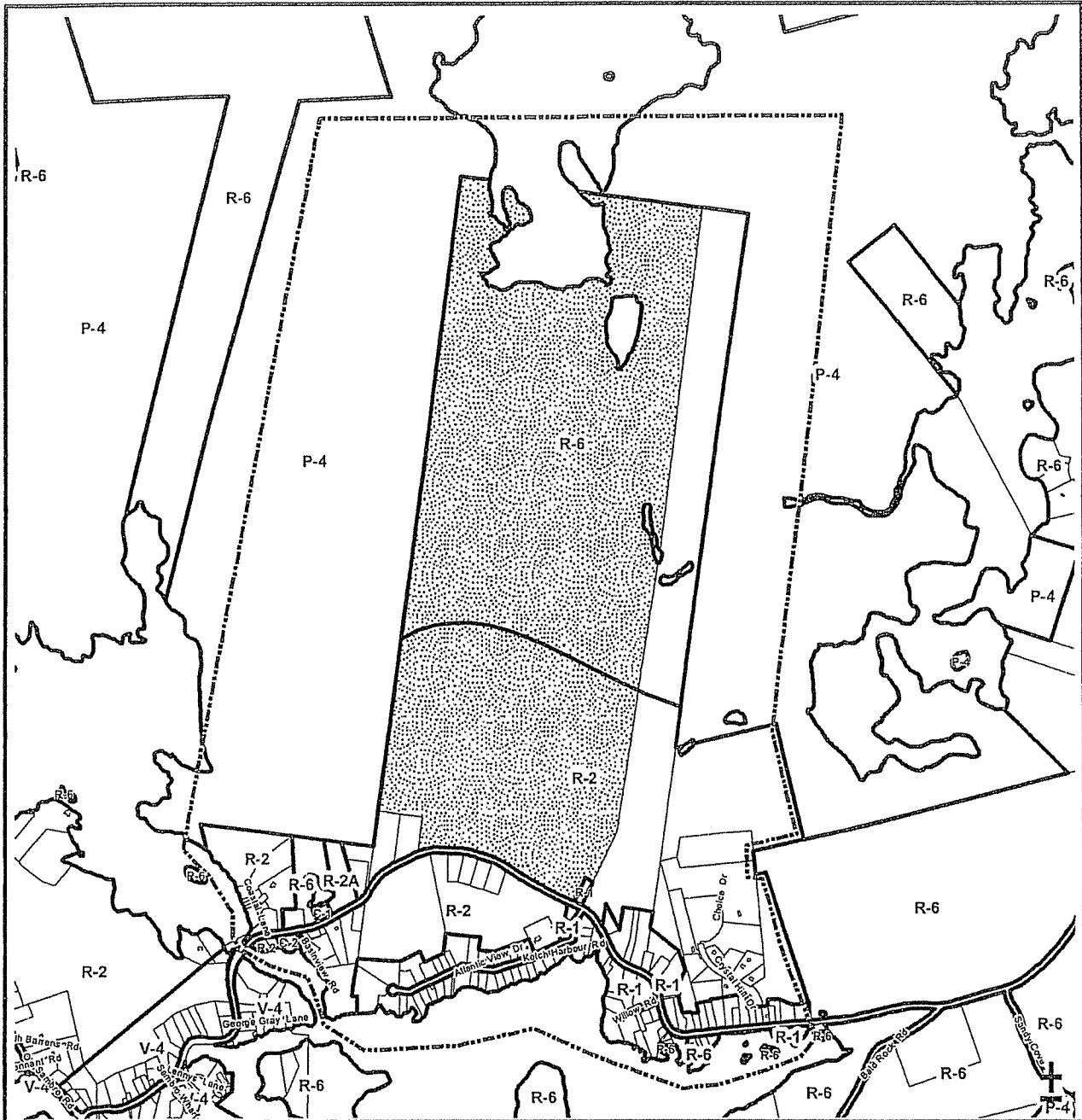
Appendix 3 - MPS Policies

---

### Appendix 3 - Municipal Planning Strategy Policies



- RB-3 Notwithstanding Policies RB-1 and RB-2, within the Rural "B" Designation, it shall be the intention of Council to consider commercial recreation uses according to the development agreement provisions of the Planning Act. In considering any such development, Council shall have regard to the provisions of Policy RA-6.
- RA-6 Within the Rural "A" Designation, it shall be the intention of Council to consider commercial recreation uses according to the development agreement provisions of the Planning Act. In considering any such development agreement, Council shall have regard to the following:
- (a) that the site exhibits characteristics which make the location particularly suitable for the proposed use;
  - (b) the potential for adversely affecting adjacent residential and community facility development by virtue of noise, visual intrusion, traffic generation and littering;
  - (c) the provision of landscaping or buffering from adjacent development and the public road to which it has access in order to reduce the impact of the proposed development;
  - (d) the availability of a site and site design which will entirely contain all aspects of the operation within the boundary of the proposed site;
  - (e) the impact on traffic circulation, pedestrian safety, are in particular sighting distances and entrances and exits to the site.
  - (f) the layout and design of the facility;
  - (g) general maintenance of the facility;
  - (h) where any sewage treatment plant is proposed, the location and level of treatment of the sewage treatment plant, based on a report from the appropriate Provincial or Federal government authority;
  - (i) that the appearance of all buildings and structures related to the use shall be compatible with the surrounding area in terms of scale, exterior finish and signage;
  - (j) an assessment of environmental concerns related to the proposed development and in particular, potential effects on watercourses, based on a report from the appropriate Provincial or Federal government authority;
  - (k) the requirement for any applicable provincial approvals;
  - (l) hours of operation; and
  - (m) the provisions of Policy IM-10.
- IM-10 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 Plan, Council shall have appropriate regard to the following matters:

- 
- (a) that the proposal is in conformity with the intent of this Plan 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;
  - (v) pedestrian safety; and
  - (vi) the potential for damage to or for destruction of designated historic buildings and sites.
- (c) that controls are placed on the proposed development so as to reduce conflict with any adjacent or nearby land uses by reason of:
- (i) type of use;
  - (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 in terms of the steepness of grades, soil and geological conditions, locations of watercourses, marshes or bogs and susceptibility of flooding.
- (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- August 17, 2002)**



Map 1 - Location and Zoning

**Ketch Harbour Road  
Sambro Head**

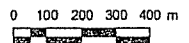
-  Subject property
-  Area of notification

Planning District 5  
(Chebucto Peninsula) Plan Area

**Zone**

- R-1 Single Unit Dwelling
- R-2 Two Unit Dwelling
- R-6 Rural Residential
- P-4 Conservation
- P-5 Special Facility

**HALIFAX**  
REGIONAL MUNICIPALITY  
PLANNING AND  
DEVELOPMENT SERVICES



This map is an unofficial reproduction of a portion of the Zoning Map for the Planning District 5 Plan Area.

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



**EXTRACT - MINUTES OF HALIFAX WATERSHED ADVISORY BOARD  
JUNE 21, 2006**

---

**6.4 Application for Development Agreement to Allow for a Camp in Sambro Head**

Mr. Luc Ouellet, Planner, addressed the Board and provided an overview of the application by the Bayside United Baptist Camp Association to enter into a development agreement to allow for a camp located off the Ketch Harbour Road (lands north of Highway 349 and adjacent to Third Pond, PID 00394775, Sambro Head).

In his remarks Mr. Ouellet advised that the proposal is for a camp which will accommodate 150 campers initially, and eventually expand to 300 campers. There will be 14 cabins, each housing 12 campers; as well as a retreat centre. Access from the Ketch Harbour Road will be provided by a 20-metre wide deeded access and the site is to be serviced with an on-site septic system and private wells. Mr. Ouellet requested that the Board review the application and provide recommendation in regard to the wetlands that are on the site.

Mr. David Seller, Board Member of Bayside Camp, and Mr. Tim Veinot, Terrain Group, provided further details on the application and responded to questions of the Board.

The Chair thanked everyone for their presentation and advised that the Board will prepare recommendations on the application, which will be approved at the next meeting and then forwarded to Mr. Ouellet.

Ms. Williams volunteered to prepare the recommendations.

The Board discussed the proposal and agreed to the following recommendations:

- if there is any major change that would impact the present map on environmental issues, the Halifax Watershed Advisory Board would like the application to come back so it can have an opportunity to reconsider its recommendations.
- any expansion of the campground over and above what is considered today (150 campers), the Halifax Watershed Advisory Board recommends it be done through a nonsubstantive amendment to the Development Agreement, subject to receiving advice from HWAB.
- include an undisturbed buffer of 30 metres around all water bodies and wetlands; this buffer distance should be honoured in the construction of the access road as well, except where the road crosses the stream.
- install either fish passages or a three-sided culvert where the road crosses watercourses.
- in the preamble of the recommendations, include the following comment:

---

## Attachment 2

'the Board is pleased that the proponent is achieving the equivalent of a tertiary treatment system, and they are recycling polished effluent onsite through an irrigation system.'

- the Board is pleased the proponent is considering all the wetlands and natural vegetation as assets to the site and intend on conserving them.
- HWAB recommends the proponent have a backup generator in the event of power outage.
- the Board appreciates that there will be no motorized boats.
- recommend the proponent follow Provincial guidelines for beach construction; and that swimming and boating facilities be floating structures and removable.
- one set of baseline water quality testing carried out at a location in vicinity of the beach and the entrance of the brook connecting Third Pond to Second Pond; it be four-season testing at the two sites; it test for coliforms and nutrients (phosphorus and nitrogen), and completed prior to occupancy.
- the disposal of backwash be handled in an environmentally friendly manner.
- if petroleum products are stored onsite, they should be stored in a full containment system.

**Attachment "D"**  
**Response to Recommendations from the Halifax Watershed Advisory Board**

The recommendations of the Halifax Watershed Advisory Board (HWAB), along with staff's response are as follows:

Recommendation 1: *If any major changes, having an impact on the environment, are made to the plan before it is presented to Community Council, Community Council direct staff to seek input from the Halifax Watershed Advisory Board including possible amendments to the Board's recommendations.*

The proposal presented to Council through the staff report is by and large the same proposal that was presented to members of the Board on June 21, 2006 and therefore conforms to Recommendation 1. Furthermore, a clause has been included in the draft development agreement (Section 4.3) that makes it mandatory for staff to consult with the Board on any amendment application that would result in portions of the development occurring closer to a watercourse than what is currently envisioned under the draft development agreement.

Recommendation 2: *If any expansion of the campground is proposed to accommodate more than the 200 campers indicated in the current plan, this be achieved through a non-substantive amendment to the Development Agreement, subject to advice from the Board.*

Provisions have been made within the draft development agreement to allow for most of the components of the camp to occur without relying on non-substantive amendments. A maximum total of 28 cabins, each able to accommodate 12 campers and two staff persons, is being proposed as part of this application. This would result in 336 campers and not 200 campers as was stated in the Board's report. This difference is due to the fact that when the application was being considered by the Board, members of the Bayside United Baptist Camp Association were unsure if the camp would ever reach 28 cabins on the site. However, the site plan reviewed by the Board did show 28 cabins and members of the Board did not identify concerns as to the number and location of the cabins proposed for the site.

Recommendation 3: *An undisturbed buffer of 30 metres be maintained around all water bodies and wetlands. This buffer distance should also be honoured in the construction of the access road; the road should be 30 metres from the stream wherever possible and make a right-angled turn, or a sharp-angle turn, where it crosses the stream in order to minimize the amount of road less than 30 metres from the stream.*

In addition to the watercourse setbacks and buffers required under the Land Use By-law for Planning District 5 (20 metres), provisions have been made within the draft development agreement to maintain a 45-metre setback for all buildings from Third Pond. Staff feel that these measures will be adequate to protect the watercourses located on or adjacent to the access driveway and the camp parcel.

Recommendation 4: *Provision be made for fish passage where the road crosses all watercourses, preferably through the use of three-sided culverts.*

The authority for issuing watercourse alteration permits rests with Nova Scotia Environment and Labour (NSEL) and staff of this department routinely addresses fish passage issues as part of its review of permit applications. It will therefore be up to NSEL staff to decide the most appropriate mitigation measures to have implemented if it approves a road crossing over a watercourse in conjunction with the camp development.

Recommendation 5: *In view of the Camp's proposed reliance upon electricity to maintain many of its systems (pumps, etc.), alternate electrical generation capacity be provided in case of a power outage.*

The Municipality has no jurisdiction over private sewage treatment plants (STP) and on-site water distribution systems and does not have the resources to monitor these systems. Notwithstanding, the draft development agreement does specify that the design and operation of these systems must meet the requirements of Nova Scotia Environment and Labour (NSEL), which is the responsible authority. It would be up to NSEL to determine if the systems servicing the camp would require a backup supply of electricity in the event of a power outage. However, it is important to note that the Bayside United Baptist Camp Association is proposing a wind turbine for the site in the medium to long term and that such an infrastructure could be considered through a non-substantive amendment of the development agreement.

Recommendation 6: *The beach be built according to the Nova Scotia Environment and Labour Guidelines.*

The watercourse setbacks and buffers set forth under the Land Use By-law for Planning District 5 do not allow for the disturbance of the natural vegetation or the alteration of the existing topography within 20 metres of the Ordinary High Water Mark of a watercourse for the purpose of constructing a beach. The beach component has therefore been dropped from the proposed development.

Recommendation 7: *The lake water be tested at two locations: in the vicinity of the beach, and in the vicinity of the outlet of the stream connecting Third Lake to Second Pond. The water samples should be taken prior to construction and for the two years following construction, at three times annually (Spring, Summer and Fall); the water quality testing should include fecal coliform, phosphorous and nitrogen.*

Currently, the Municipality has no policy in place to support a water monitoring program in the Planning District 5 (Chebucto Peninsula) Plan Area. Without a clear policy outlining, among other things, the type and duration of monitoring, the indicators to be measured, the acceptable limits based on baseline data, a corrective protocol in the event of unacceptable results and a penalty system in the event of non-compliance, it is the opinion of staff that HWAB's recommendation for testing of Third Pond cannot be properly addressed within the draft

development agreement and would provide a false sense of security for members of the general public. It is important to note, however, that the Regional Municipal Planning Strategy calls for the preparation of a Water Quality Monitoring Functional Plan over the next few years, which would likely address the issues discussed above.

Recommendation 8: *If it is decided that the drinking water needs to be treated, the proponent ensure that the disposition of any backwash from the treatment unit is handled in an environmentally sensitive manner.*

Staff agrees with the Board that treatment backwash be handled in an environmentally sensitive manner. However, the Municipality has no jurisdiction over private water treatment facilities, nor does it have the resources or expertise to monitor these systems. Therefore, staff believes that this issue should not be addressed within the development agreement, as there would be no ability to enforce a clause that dealt with this recommendation. Notwithstanding the above, the developer has agreed to handle treatment backwash in an environmentally sensitive manner.

Recommendation 9: *If any petroleum-based products are to be stored on site, they be held in a full containment system.*

The developer/operator of the youth/adult camp is proposing to use electric baseboards to heat the winterized camp buildings. Therefore, the on-site storage of petroleum-based products will be limited to a small amount of gasoline for use in lawnmowers; an amount which should not pose a serious threat to the local environment. The camp developer/operator will take appropriate measures to ensure that the gasoline to be stored on-site will be kept in an appropriate containment system.

**Attachment "E"**  
**Public Information Meeting**  
**Case 00890**  
**May 31, 2006**

In attendance: Ron Anderson & Joseph Mitchell, Applicants  
Luc Ouellet, Planner, Planning Services  
Gail Harnish, Planning & Development Services

**Mr. Luc Ouellet** called the public information meeting (PIM) to order at approximately 7:00 p.m. at the Sambro-Ketch Harbour Elementary School.

Mr. Ouellet indicated the meeting is intended to be an informal discussion between HRM, the developer, and the community. It is a way for the community to provide comments and ask questions. He referenced the proposal fact sheet which is a quick description of what the project is about.

Mr. Ouellet advised it is a development agreement application for a specific use. The use in this case is for a recreational campground. If it is approved, there are specific regulations that will be included in that development agreement that will permit them to do a number of things and limit it to the camp itself, ie., the number of buildings and the access. He reviewed the development agreement process:

- an application was received
- Planning Services did a preliminary review to make sure the policies in the municipal planning strategy (MPS) allowed the proposal to be considered
- we do a detailed review of the application
- staff prepare a staff report which is tabled with Western Region Community Council
- once the report is tabled with Community Council, they will decide whether or not to schedule a public hearing or reject it
- if a public hearing is held, everybody has a chance to speak for five minutes
- once the public hearing is closed, Community Council will make a decision
- there is an appeal process

Mr. Ouellet advised there are a number of criteria which we will evaluate the proposal against, which he reviewed. The staff report will include an evaluation.

**Mr. Ron Anderson** thanked everybody for coming out. The parcel that is shaded is a 400 acre parcel. They will be using a little over 100 acres of that in the upper right hand corner adjacent to Third Pond. That is the property they are in the process of acquiring. That will be subdivided from this land (pointed out).

Mr. Anderson indicated it is a children's camp. It will be an all season facility with a capacity to handle 150 children during the summer months and in the winter months the most significant use will be on the weekends where they expect to handle up to 100 children for the next five years.

Mr. Anderson advised there will be a lodge on the property. In the lodge will be a dining facility for 200 people, a chapel, and there will be meeting rooms and some of the winterized accommodation will be located there for about sixteen people. That building will be fully wheelchair accessible and will have elevators. The architect is putting the latest touches on the final version.

Mr. Anderson indicated there will be two sets of cabins adjacent to the lodge. There will be a set of seven winterized cabins that will be able to handle twelve children plus two leaders and they will have washroom facilities. One of the seven cabins will be fully wheelchair accessible. There will be an additional seven cabins that will be seasonal and only available in the summer months and will have washrooms and will handle ten to twelve campers plus two leaders.

Mr. Anderson pointed out the location of the driveway. To the lake it is about 2 kms. The closest boundary to the road is about 1 km. It is quite deep on the property. There will be parking areas and a major driveway. They have their own septic which will be well away from the lake (approximate location pointed out). That will be pumped because it is high ground. That is more than half a km from the water.

Mr. Anderson indicated the reason they are doing this is because children's camping around the world is a very common thing to do. It allows for development of children. It is a safe environment and outdoor activities are included.

Mr. Anderson advised they are operating a camp in the Bayside community. It is about a 14 acre parcel that can handle about seventy children. They are doubling their capacity and moving to this site. Because it is a church camp, they celebrate God. The camp is open to all denominations, including unchurched children. When they had a meeting about one month ago, some of the people expressed an interest in sending their children and they said yes. The main reason they are moving here is they have this amazing opportunity to use 100 acres. Currently they can only operate a camp for just the summer season. This will give them a year round operation and allow them to expand up to 150 children.

**Mr. Eugene Pettipas** questioned how old the children would be.

Mr. Anderson responded basically school aged children. As they get older, they tend to go into volunteering and leadership capacity. Generally speaking, it is grade school and high school aged children.

**Mr. Joseph Mitchell** commented that it would be children from grades 1 to 12. Each week it is a different age group.

**Ms. Susan Hepditch** questioned whether there would be off site activities as well or would they be staying on the 100 acres of land.

Mr. Anderson responded generally speaking it has not been the pattern to go offsite. There would be campers on the lake. There is Crown land on either side so they could imagine possibly going into that area.

Mr. Mitchell indicated it was possible some kind of out-trip could be planned but they have not done that in the past.

Ms. Hepditch questioned whether the kids are supervised on the site all the time.

Mr. Anderson responded yes. That is why they designed the cabins the way they have. Twelve children per cabin plus two leaders. That is the maximum ratio.

It was commented there is a drop-off on Sunday and a pick-up on Friday evening. In the winter season, it would be people coming in on Friday and leaving on Sunday.

**Mr. Pettipas** clarified there is no Crown land on the right hand side.

**Ms. Hepditch** questioned whether there was any chance of changing the name to the Sambro Head Camp.

Mr. Anderson indicated the Board of Directors pursued that but it is about maintaining an image they already have. There is a strong infinity and they have been running for about fifty years. The intent is to move to the property with the name to help maintain a little bit of brand.

**Ms. Fran Stewart** said they live adjacent to them. They have been there for thirty-five years. The area behind their home has always been a place used where people go for walks. Families have camps on the Crown land. They have used the area adjacent to their driveway for thirty-five years and never had a problem. She questioned what happens to their way of life.

Mr. Anderson indicated that was raised at the last meeting they had with members of the community. Six to seven people expressed that concern to them. They are using the property now with tacit agreement. They will be providing a driveway into the boundary with children so they will not be able to permit the use for casual visitors to maintain their facility. There are some cabins in the area they are leasing. He said they have to take it up with the property owner to make arrangements. On their 100 acres it would not be possible to allow continuing access.

Ms. Stewart commented she always considered these people their security and they come and go and never endanger or change their environment. They knew their yard was safe.

Mr. Anderson responded it would continue to be that way. It will be a long driveway. During the summer months there will be people on the property all the time. There will be 30-40 staff and up to 150 children.

Ms. Stewart commented they certainly enhanced their life style.



Mr. Anderson indicated those are arrangements to be made between the property owner and the private individuals.

**Mr. Pettipas** asked how many churches were involved.

Mr. Anderson advised there are forty-one churches involved, all HRM Baptist churches. They could be seen as the shareholders, however, over 25% of the children who go might be nonchurched. They have a fair number of Catholic, Anglican, and United church goers. Less than half are Baptist.

**Ms. Susan Hepditch** questioned if it was a rezoning to allow for a campground. She questioned whether it could become a public campground if they decided to leave.

Mr. Ouellet clarified it is not a rezoning. There is policy in place to allow a development agreement for a specific use. In this case it is a recreational campground and not related to a church related camp. The development agreement is transferable with the property so it is a possibility.

Mr. Anderson indicated they have been at their current site for fifty years and there was a strong desire to continue there but they outgrew it. It has been a very successful operation for the past fifty years. There is certainly no intention to change it from that type of operation.

**Mr. Pettipas** questioned whether this fell under the new regional plan.

Mr. Ouellet advised it falls under the current MPS for the area.

An individual commented they thought there was a moratorium.

Mr. Ouellet clarified that was for residential development on new roads and new streets. In this instance it will be a private deeded access. It will be considered as a driveway and not a road. He confirmed they could not do other developments off that driveway.

It was questioned how big the lake was. Mr. Anderson responded he thought it was 6 kms wide.

It was commented that there are people in the community who have been going back to Third Pond for generations and that the campground will have to share the lake with these people.

Mr. Anderson commented they saw it as an opportunity for mutual support and protection. He would imagine it would continue in that vein.

**Ms. Stewart** questioned whether they would bring electricity into the camp.

Mr. Anderson indicated they would be bringing power in from the main grid into the property. The water will be provided locally. There will be a system of wells up near the lake.

Mr. Pettipas commented it is a large lot with a very long driveway. It was responded yes.

Mr. Ouellet advised that following this meeting, he would start reviewing the application. They have started circulating the subdivision plan and site plan. A lot of people will be commenting on the project. They will wait for those comments before proceeding with the staff report.

The meeting adjourned at approximately 7:30 p.m.