

**Item No. 11.3.1**  
**Halifax Regional Council**  
**April 15, 2014**

**TO:** Mayor Savage and Members of Halifax Regional Council

Original Signed

**SUBMITTED BY:**

Councillor Steve Craig, Chair, North West Community Council

**DATE:** April 1, 2014

**SUBJECT:** Case 17736: Open Space Design Development Agreement – Brookhill Drive, Grand Lake

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**ORIGIN**

The December 3, 2013 staff report and the January 20, 2014 and February 17, 2014 and April 1, 2014 meetings of North West Community Council.

**LEGISLATIVE AUTHORITY**

*Halifax Regional Municipality Charter; Section 25 e (i)* “The powers and duties of a community council include: making recommendations to the Council respecting any matter intended to improve conditions in the community including, but not limited to: recommendations respecting inadequacies in existing services provided to the community and the manner in which they might be resolved, additional services that might be required and the manner in which the costs of funding these services might be raised.

**RECOMMENDATION**

The North West Community Council recommends that Halifax Regional Council request a staff report to consider directing the cash-in-lieu of parkland dedication for Case 17736: Open Space Design Development – Brookhill Drive, Grand Lake to the development of the playground in the Brookhill subdivision.

## **BACKGROUND**

As per the December 3, 2013 staff report included as Attachment 1 of this report.

## **DISCUSSION**

North West Community Council (NWCC) held a public hearing on January 20, 2014 regarding a development agreement for Brookhill Drive, Grand Lake. Through the public hearing process; members of NWCC were made aware that there is a lack of parkland facilities in the Brookhill subdivision. NWCC deferred a decision on the matter to seek legal advice on whether they could direct the cash contribution (cash-in-lieu) through the parkland dedication process, for this development, to a nearby HRM park instead of the money being allocated to the Parklands Reserve Account.

NWCC were advised by HRM Legal Services that, under the HRM Charter, Community Council can only make a recommendation to Halifax Regional Council in regard to directing the cash contributions through the parkland dedication process to a nearby HRM park.

## **FINANCIAL IMPLICATIONS**

The requested report will identify financial implications for the consideration of directing the cash-in-lieu of parkland dedication to an HRM owned park in the Brookhill subdivision.

## **COMMUNITY ENGAGEMENT**

Community Council is comprised of five duly elected members of Regional Council. NWCC meets monthly, and meetings are open to the public, unless stated. Meeting agendas, minutes and reports are posted to the NWCC website. Each meeting includes a public participation portion of the meeting for members of the public to address members with regard to matters of concern to Community Council.

## **ENVIRONMENTAL IMPLICATIONS**

None identified.

## **ALTERNATIVES**

NWCC did not provide an alternative.

**ATTACHMENTS**

1. December 3, 2013 staff report.
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A copy of this report can be obtained online at <http://www.halifax.ca/council/agendasc/cagenda.html> then choose the appropriate meeting date, or by contacting the Office of the Municipal Clerk at 490-4210, or Fax 490-4208.

Report Prepared by:           Quentin Hill, Legislative Assistant, 490 - 6732

**North West Community Council  
December 16, 2013**

**TO:** Chair and Members of North West Community Council

**SUBMITTED BY:** Original signed  
Brad Anguish, Director, Community and Recreation Services

**DATE:** December 3, 2013

**SUBJECT:** Case 17736: Open Space Design Development Agreement – Brookhill Drive, Grand Lake

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**ORIGIN**

Application by Sunrose Land Use Consulting.

**LEGISLATIVE AUTHORITY**

*Halifax Regional Municipality Charter; Part VIII, Planning & Development*

**RECOMMENDATION**

**It is recommended that North West Community Council:**

1. Give Notice of Motion to consider the development agreement contained in Attachment A of this report, to allow for a Hybrid Open Space Design development agreement at Brookhill Drive, Grand Lake, and schedule a public hearing;
2. Approve the development agreement contained in Attachment A to allow for a Hybrid Open Space Design development agreement at Brookhill Drive, Grand Lake; and
3. Require that the development agreement be signed by the property owner within 120 days, or any extension thereof granted by Council on request of the applicant, from the date of final approval of said agreement by Council and any other bodies as necessary, whichever is later, including applicable appeal periods; otherwise this approval shall be void and any obligations arising hereunder shall be at an end.



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## **EXECUTIVE SUMMARY**

Sunrose Land Use Consulting has submitted an application to develop a parcel of land to the north of Brookhill Drive in Grand Lake, on behalf of the property owner, Caliber Consulting Limited. The application proposes a Hybrid Open Space Design development for 19 residential units/lots through a development agreement. The residential development includes provisions for single unit dwellings on lots serviced by wells and septic systems. Through the Hybrid Open Space Design provisions, development on the lands is confined to 20% of the property, while the remaining 80% is retained for passive recreation and conservation use.

The subject property is adjacent the existing Brookhill Drive Subdivision which includes approximately 140 lots.

This report highlights features of the development and Regional Municipal Planning Strategy (RMPS) policy considerations, including the proposed development standards and the permissible density. In staff's opinion, the proposed development is consistent with the applicable policies of the Regional Municipal Planning Strategy (RMPS). Therefore, staff recommend that Council approve the proposed development agreement as identified in the recommendation section of this report.

## **BACKGROUND**

Sunrose Land Use Consulting, on behalf of the property owner, Caliber Consulting Limited, is proposing a residential development at Brookhill Drive in the Grand Lake area (see Maps 1 and 2). The subject property is 31.8 hectares (78.5 acres) in area. The RMPS and Regional Subdivision By-law limit development on new streets in areas not serviced by central water and sanitary sewer systems. Therefore, the applicant is proposing to develop the subject property for an open space development subdivision through the development agreement process, as enabled by the RMPS.

### **Open Space Design Development**

With the adoption of the RMPS and Regional Subdivision By-law in 2006, the as-of-right subdivision of land in most unserved areas throughout HRM is limited to 8 lots on new streets unless the subdivision was approved prior to 2004. New subdivisions involving more than 8 lots on new streets are now only considered through the development agreement.

An Open Space Design Development is a creative form of subdivision design that conserves open space in a contiguous form. The basic principal is to locate homes on portions of the property which are best suited for development, while retaining the remainder of the property as undisturbed open space. It is important to note that open space is different from parkland. There are two forms of Open Space Design Developments, one is called "Classic" and the other form is called a "Hybrid".

Hybrid Open Space Designs involve homes and lots with individual wells and septic systems where only 20% of the lot can be developed and the remaining 80% must be retained as open

space. Dwellings are to be placed away from environmentally sensitive areas and well and septic systems can be placed in the open space areas. The Hybrid form of Open Space Design allows the consideration of a maximum density of one residential unit per hectare (1 unit per 2.4 acres).

Classic Open Space Designs involve the entire development being under single ownership and homes with shared or communal wells and septic systems. Forty percent of the property can be developed and the remaining 60% must be retained as open space. The Classic form of Open Space Design allows the consideration of a maximum density of one residential unit per 0.4 hectares (1 unit per 1.0 acres).

### **Proposal**

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

- 19 detached single unit dwellings;
- Extension of one public street and the construction of a new cul-de-sac;
- Each lot will be privately owned;
- Services for each lot will be through onsite septic and well;
- 80% of the land retained for open space is to be used for private conservation and passive recreation uses.

### **Location, Designation and Zoning**

The subject property is located to the north of Brookhill Drive in the community of Grand Lake. Brookhill Drive serves as the main access road for approximately 140 homes. The proposed development will be accessed through a new road (yet to be built) created through an as-of-right subdivision comprising up to 9 new residential lots.

The subject property is partially designated MR (Mixed Resource) and partially designated WS (Watershed) in the Municipal Planning Strategy for Planning Districts 14 & 17 (Map 1); and it is designated Rural Commuter in the Regional Plan. The subject property is partially zoned R-1B (Suburban Residential) which permits single and two unit dwellings, bed and breakfasts and small-scale day care facilities and community related uses. Part of the land is zoned R-1A (Single Unit Dwelling) which permits single unit dwellings, bed and breakfasts and small-scale day care facilities and community related uses. The remainder portion is zoned PWS (Public Water Supply) in the Land Use By-law for Planning Districts 14 & 17 which permits single unit dwellings, and parks and conservation uses (Map 2).

The site is bisected by a Nova Scotia Power easement and is partially located in the Bennery Lake Watershed Protected Area which provides for land use controls around Bennery Lake, the water supply for Aerotech Business Park and Halifax/Robert L. Stanfield International Airport. The WS designation and PWS Zone restrict development on lands within the watershed for water supply. Lands within the Watershed are also designated a protected water area and subject to provincial regulations, the Bennery Lake Watershed Protected Water Area Regulations.

The subject property is currently undeveloped and is mainly treed. The subject property contains numerous wetlands and watercourses throughout.

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Neighbouring uses are low density residential single unit dwellings, located to the east, west and south. To the east is Sullivan Lake, a feeder lake to Bennery Lake, located to the north east of the site. Bennery Lake is the water supply for the Airport and Aerotech Industrial Park. Lands to the north are vacant and forested.

#### **MPS Policy**

Policies S-15 of the Regional Plan set out the criteria by which Council must consider Hybrid Open Space Design Development (Attachment B) proposals. The policies focus on the importance of retaining important ecological and cultural features, while demonstrating that there is sufficient groundwater, and minimizing the overall disturbance to the site.

#### **As-of-Right Application**

Land adjacent the site is subject to a previous subdivision application which enables the development of 9 newly subdivide lots on a new road intersecting Brookhill Drive. These lots are not subject to the proposed development agreement and are created through the existing zoning, R-1A (Single Unit Dwelling) Zone and the Regional Subdivision By-law.

#### **DISCUSSION**

Staff have conducted a review of the proposed development against the applicable policy criteria and have concluded that the proposed development is consistent with the intent of the RMPS. Attachment B contains staff's analysis of the applicable policies. Staff has highlighted some aspects of the development that warrant further discussion.

#### **Density**

Policy S-15 of the Regional Plan allows for the consideration of a maximum density of 1 unit per hectare. As the subject property is 31.8 hectares (78.5 acres) in area, Council could consider up to 32 units for the development. However, the applicant is proposing only 19 units due to numerous wetlands and watercourses on the subject property and a requirement that the public road be located outside of the Bennery Lake Watershed Protected Area.

#### **Relationships with Neighbouring Properties**

It is staff's opinion that the proposed subdivision is comparable and compatible with the surrounding residential subdivisions. The proposed land use, single unit dwellings and proposed lots sizes, are similar or the same as adjacent developed properties and the lots sizes permitted in the zones on the adjacent properties.

#### **Development Standards**

The proposed development agreement includes specific development standards for single unit dwellings. Specifically, a requirement that single unit dwellings meet the standard for the R-1A Zone, the predominant zone for lands immediately to the south of the site, has been included in the development agreement.

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#### **Parkland Dedication**

Parkland Planning staff have indicated that through the parkland dedication process, they will be requesting that the contribution for this development be provided as cash-in-lieu of land. Parkland dedication funds are directed to the parkland reserve account and are to be used to fund the acquisition of and capital improvement to parks and playgrounds.

#### **Brookhill Drive Condition**

Several residents expressed concern with regard to the condition of the road surface of Brookhill Drive and its ditches. Nova Scotia Transportation and Infrastructure Renewal is responsible for the maintenance and upkeep of this street. They have identified that there are some known drainage issues with the Brookhill Drive ditches and that they will review the detailed engineering designs during the subdivision approval process to ensure the proposed subdivision does not exacerbate the issue. NSTIR is also responsible for on-going maintenance of Brookhill Drive. A site visit revealed that there appeared to be some cracking of asphalt and that some maintenance may be required. NSTIR was made aware of the issue for future consideration.

#### **Groundwater Assessment**

An important component of the proposal's evaluation included a hydrogeological study to assess the adequacy of groundwater to service the proposed development. As part of the application, Level I and Level II Groundwater Assessments were undertaken for the subject property. The study identified that it was expected that there would be more than sufficient water quantity to support the proposed 19 single unit dwellings.

Due to the inaccessibility of the site, the development agreement requires further pump and analytical testing, prior to the construction of homes to further verify the results of the hydrogeological testing. Some existing homes in the area have experienced some issues with iron and manganese in their water. Staff has recommended the developer investigate this further and install water softeners or treatment systems as required when new homes are constructed.

#### **Bennery Lake Watershed Protection Area**

As stated above, a portion of the site is subject to provincial regulations. The development agreement requires that the development of lands within the protected area comply with those regulations. Further, it has been requested by the Bennery Lake Watershed Management Committee that HRM include a copy of the latest revision to the Bennery Lake Watershed Protected Area Regulations as an attachment to the agreement for reference. This request has not been included within the draft agreement as these regulations are already in effect and enforceable and as such, placing them within the agreement is unnecessary.

As part of the technical review process, the proposal was forwarded to Halifax Water, the operator of the Bennery Lake Water Utility. Halifax Water has some unique powers under the Bennery Lake Watershed Protected water area regulations. These powers include the ability to restrict certain activities such as the placement of septic fields. Halifax Water have indicated the requirements of the proposed development agreement are satisfactory to their requirements.

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The application was presented to the Bennery Lake Watershed Management Committee, a provincially created committee which oversees activities which take place within the Bennery Lake Watershed Protected Area. The committee met on September 18, 2013. All recommendations of the Committee have been incorporated into the agreement.

#### **Public Water Supply Zone**

In the 2006 Regional MPS, a Public Water Supply (PWS) Zone was created and applied to all publically owned lands within designated public watersheds including Bennery Lake. This Zone is also applied to private lands within these watersheds to protect the public water supply. The Zone permits water distribution and purification facilities, passive parks and trails, conservation related uses, and other uses as provided by the existing secondary planning strategies for these areas.

There is a high proportion of privately held lands in the Bennery Lake watershed, including a portion of the subject lands. The Planning Districts 14 and 17 MPS enables residential development within the Bennery Lake area watershed area subject to maintaining appropriate building setbacks from watercourses (30m) and lot sizes (7,432m<sup>2</sup>) as established in the Land Use By-law. All proposed lots and setbacks within the watershed meet or exceed the requirements established in the Land Use By-law.

#### **Pyritic Slate**

The site is located in an area known to have a predominance of pyritic slate. Pyritic slate is a type of bedrock that, when exposed to water and air, produces acidic run-off which can cause significant environmental damage through fish kills and other negative impacts. Pyritic slate can be exposed during the development process.

There are provincial regulations which apply when pyritic slate is discovered on a property. These regulations place strict controls on the amount of land that is permitted to be exposed during development. Nothing in the proposed development agreement precludes the enforcement of these regulations.

Further, staff has identified to the developer that the site is within an area known to contain pyritic slate. The developer has acknowledged this item and identified that they will be doing geological testing prior to development to determine if the rock will be disturbed by development. If encountered, the developer is required to follow the regulations or be subject to penalty under the *Environment Act*.

#### **Auxiliary Dwelling Units**

The original application for the Open Space Design Subdivision on this site included a request for the ability to include 12 secondary apartment units to be located on some of the proposed 19 lots. The idea of secondary units was not well received by the public at the public information meeting. As a result of the public comment, the developer withdrew the request for secondary units.



Staff were not opposed to the original request but have implemented the developer's request to remove the secondary units within the proposed development agreement. Staff are of the opinion that such auxiliary units are beneficial to the community as they provide housing options that are attractive to an aging population. Staff have discussed the issue with the developer and the agreement includes an option to enable up to a maximum of three auxiliary dwelling units through a non-substantial amendment to the development agreement in the future. Any request for an auxiliary dwelling unit would have to go through an amendment process and be reviewed by Council in order to be permitted. Non-substantive amendments do not require a public hearing.

#### **Halifax Watershed Advisory Board**

The application was presented to the Halifax Watershed Advisory Board (HWAB) on August 15, 2012. At that time, HWAB made a number of recommendations, most of which were beyond the legislative authority of what may be regulated by a development agreement or beyond the context of MPS policies. One recommendation, relative to specific erosion and sedimentation control measures, is a standard construction practice that is implemented during subdivision construction.

Notwithstanding HWAB's recommendations on this application, in May 2013, Regional Council replaced the HWAB with the Regional Watershed Advisory Board (RWAB). The new Board's Terms of Reference provide that reviews of individual development projects will only occur when such is mandated by local MPS policy. As there is no such policy in the MPS for Planning Districts 14 & 17 or the Regional MPS, comment by the RWAB is unnecessary.

#### **Regional Plan 5 Year Review (RP+5)**

The Regional MPS, RP+5 review is currently underway by the Planning and Infrastructure business unit. As part of this review, changes to the way in which large scale subdivision are implemented are being considered. The timelines for Regional Council to consider such changes are not certain as of the writing of this report. Staff will advise at first reading if there are any potential issues or conflicts with the proposed changes to the Regional MPS. Further, Planning and Infrastructure staff have been advised that the development agreement application for this subdivision is proceeding through the approval process.

#### **Conclusion**

The proposed application for a Hybrid Open Space Development limits the overall disturbance of the subject property on Brookhill Drive, through the principles of Hybrid Open Space Design Development. The location of the proposed dwellings will minimize disturbance to ecological features and environmentally sensitive areas on the subject property such as wetlands, watercourses and the Bennery Lake Watershed Protected Water Area. Provisions have been included in the proposed development agreement to address compatibility with neighbouring uses.

Staff is of the opinion that the proposed development is consistent with Policy S-15 of the Regional Plan. Therefore, staff recommend approval of the proposed development agreement as contained in Attachment A of this report.

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### **FINANCIAL IMPLICATIONS**

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

### **COMMUNITY ENGAGEMENT**

The community engagement process is consistent with the intent of the HRM Community Engagement Strategy. The level of community engagement was consultation, achieved through a Public Information Meeting held on June 25, 2012. For the Public Information Meeting, notices were posted on the HRM website, in the newspaper and mailed to property owners within the notification area as shown on Map 2. Attachment C contains a copy of the minutes from the meeting.

A public hearing has to be held by Community Council before they can consider approval of any amendments. Should Community Council decide to proceed with a Public Hearing on this application, in addition to the published newspaper advertisements, property owners within the notification area will be notified as shown on Map 2.

The proposed development agreement will potentially impact the following stakeholders: local residents and property owners.

### **ENVIRONMENTAL IMPLICATIONS**

The proposal meets all applicable environmental policies contained in the MPS. No additional concerns were identified beyond those discussed in this report.

### **ALTERNATIVES**

1. Community Council may choose to approve the proposed development agreement contained in Attachment A of this report. This is the recommended course of action for reasons outlined in this report. A decision of Council to approve this development agreement is appealable to the N.S. Utility & Review Board as per Section 262 of the *HRM Charter*.
2. Community Council may refer the case back to staff with specific changes to modify the proposed development agreement. Such modifications may require further negotiations with the Developer and may require a supplementary staff report or an additional public hearing. This alternative is not recommended for reasons outlined in this report. A decision of Council to approve this development agreement is appealable to the N.S. Utility & Review Board as per Section 262 of the *HRM Charter*.

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3. Community Council may refuse the proposed development agreement, and in doing so, must provide reasons based on a conflict with policy of the MPS for Planning Districts 14 and 17 or the Regional MPS.

**ATTACHMENTS**

|              |   |
|--------------|---|
| Map 1        | Generalized Future Land Use                               |
| Map 2        | Zoning and Area of Notification                           |
| Attachment A | Proposed Development Agreement                            |
| Attachment B | Policy Review – Excerpt from the Regional MPS             |
| Attachment C | Minutes from the June 25, 2012 Public Information Meeting |

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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.

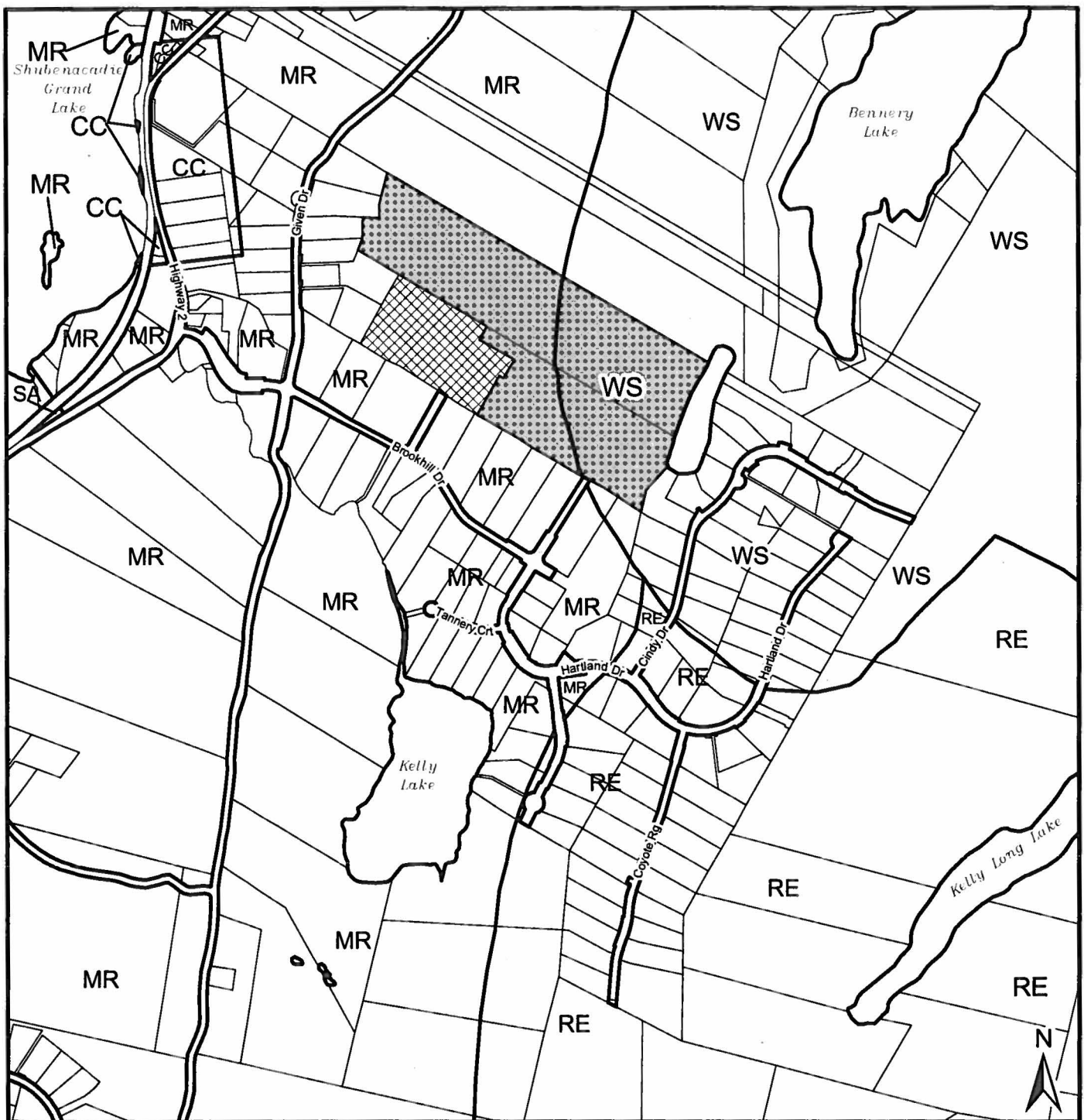
Report Prepared by: Andrew Bone, Senior Planner, 490-6743

Original signed

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

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## Map 1 - Generalized Future Land Use

Brookhill Drive  
Grand Lake

 Subject Area


 As of right subdivision

Planning Districts 14 & 17  
(Shubenacadie Lakes) Plan Area

### Designation

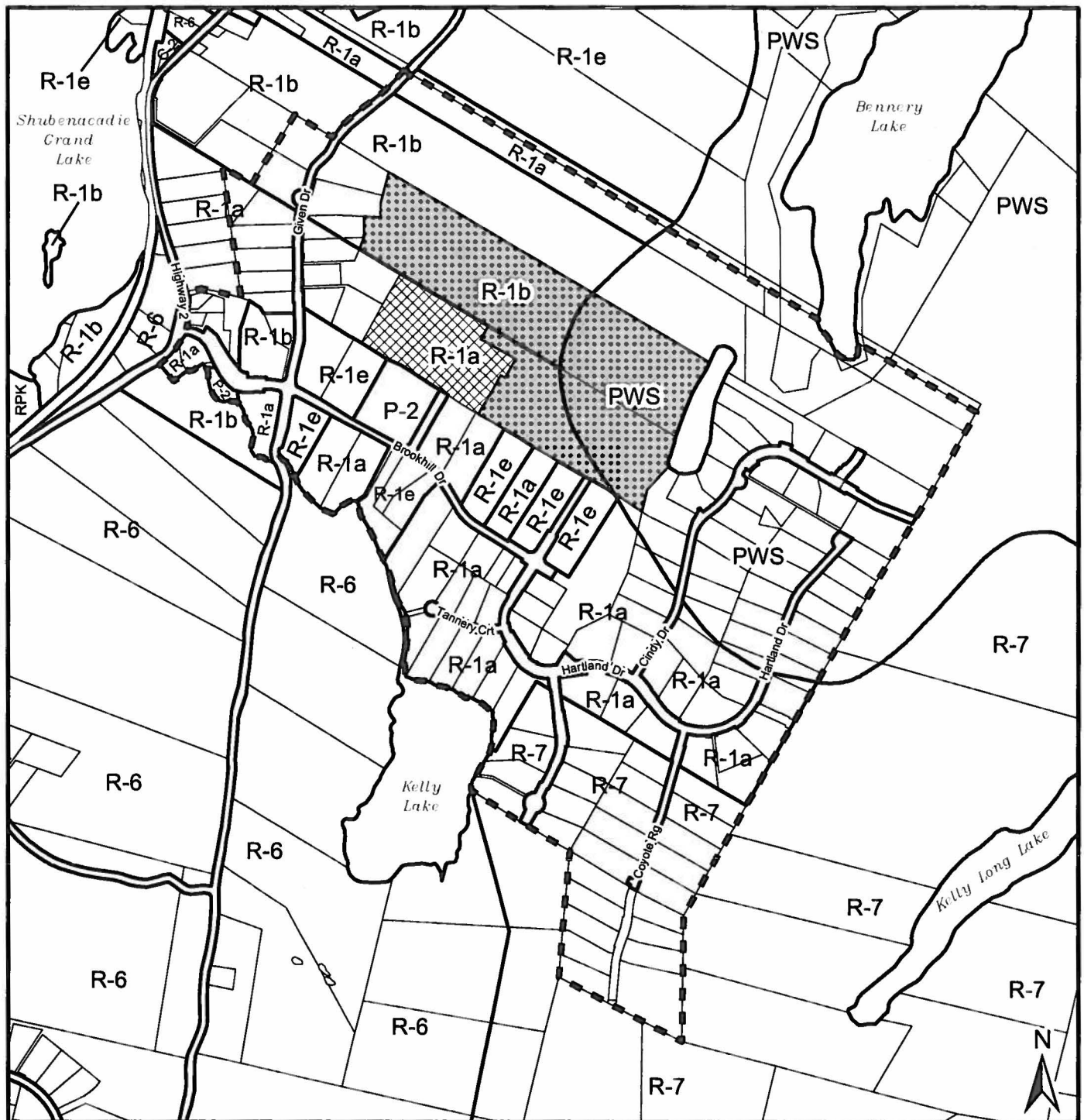
CC Community Centre  
MR Mixed Residential  
RE Resource  
SA Special Area  
WS Watershed

**HALIFAX**  
REGIONAL MUNICIPALITY  
DEVELOPMENT APPROVALS

0 200 400 m  





This map is an unofficial reproduction of a portion of the Generalized Future Land Use Map for the plan area indicated.

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



## Map 2 - Zoning and Notification

Brookhill Drive  
Grand Lake

-  Subject Area
-  Area of notification
-  As of right subdivision

Planning Districts 14 & 17  
(Shubenacadie Lakes) Plan Area

| Zone |                             |
|------|-----------------------------|
| R-1a | Single Unit Dwelling Zone   |
| R-1b | Suburban Residential Zone   |
| R-1e | Residential Estate Zone     |
| R-6  | Rural Residential Zone      |
| R-7  | Rural Estate Zone           |
| C-2  | Community Commercial Zone   |
| P-2  | Community Facility Zone     |
| PWS  | Protected Water Supply Zone |

**HALIFAX**  
REGIONAL MUNICIPALITY  
DEVELOPMENT APPROVALS

0 200 400 m

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

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

**Attachment A –Development Agreement**

THIS AGREEMENT made this      day of [Insert Month], 20    ,

BETWEEN:

**CALIBER CONSULTING LTD.**

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

OF THE FIRST PART

- and -

**HALIFAX REGIONAL MUNICIPALITY**

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

OF THE SECOND PART

WHEREAS the Developer is the registered owner of certain lands located at Brookhill and Given Drive, Grand Lake and which said lands are more particularly described in Schedule A hereto (hereinafter called the "Lands");

AND WHEREAS the Developer has requested that the Municipality enter into a Development Agreement on a portion of the Lands, more particular described in Schedule A-1, to allow for an open space design subdivision pursuant to the provisions of the *Halifax Regional Municipality Charter* and pursuant to Policy(ies) S-15 of the Regional Municipal Planning Strategy and Section 3.6 of the Planning District 14 and 17 Land Use By-law;

AND WHEREAS the North West Community Council for the Municipality approved this request at a meeting held on [Insert - Date], referenced as Municipal Case Number 17736;

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

**PART 1: GENERAL REQUIREMENTS AND ADMINISTRATION**

**1.1      Applicability of Agreement**

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

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

Except as otherwise provided for herein, the development, use and subdivision of the Lands shall comply with the requirements of the Land Use By-law for Planning Districts 14 and 17 and the Regional Subdivision By-law, as may be amended from time to time.

### **1.3 Applicability of Other By-laws, Statutes and Regulations**

- 1.3.1 Further to Section 1.2, nothing in this Agreement shall exempt or be taken to exempt the Developer, lot owner or any other person from complying with the requirements of any by-law of the Municipality applicable to the Lands (other than the Land Use By-law to the extent varied by this Agreement), or any statute or regulation of the Provincial/Federal Government and the Developer or Lot Owner agree(s) to observe and comply with all such laws, by-laws and regulations, as may be amended from time to time, in connection with the development and use of the Lands.
- 1.3.2 The Developer shall be responsible for securing all applicable approvals associated with the on-site and off-site servicing systems required to accommodate the development, including but not limited to sanitary sewer system, water supply system, stormwater sewer and drainage system, and utilities. Such approvals shall be obtained in accordance with all applicable by-laws, standards, policies, and regulations of the Municipality and other approval agencies. All costs associated with the supply and installation of all servicing systems and utilities shall be the responsibility of the Developer. All design drawings and information shall be certified by a Professional Engineer or appropriate professional as required by this Agreement or other approval agencies.

### **1.4 Conflict**

- 1.4.1 Where the provisions of this Agreement conflict with those of any by-law of the Municipality applicable to the Lands (other than the Land Use By-law to the extent varied by this Agreement) or any provincial or federal statute or regulation, the higher or more stringent requirements shall prevail.
- 1.4.2 Where the written text of this Agreement conflicts with information provided in the Schedules attached to this Agreement, the written text of this Agreement shall prevail.

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

The Developer shall be responsible for all costs, expenses, liabilities and obligations imposed under or incurred in order to satisfy the terms of this Agreement and all Federal, Provincial and Municipal laws, by-laws, regulations and codes applicable to the Lands.

### **1.6 Provisions Severable**

The provisions of this Agreement are severable from one another and the invalidity or unenforceability of one provision shall not affect the validity or enforceability of any other provision.

## **PART 2: DEFINITIONS**

### **2.1 Words Not Defined under this Agreement**

All words unless otherwise specifically defined herein shall be as defined in the applicable Land Use By-law and Subdivision By-law, if not defined in these documents their customary meaning shall apply.

## 2.2 Definitions Specific to this Agreement

The following words used in this Agreement shall be defined as follows:

- (a) **Hybrid Open Space Design Development:** means a residential development enabled under Policy S-15 of the Regional Municipal Planning Strategy which has a maximum development density of 1 dwelling unit per hectare and where site disturbance is limited to a maximum of 20% of each lot.
- (b) **Developable Envelope:** means the portion of each lot, not to exceed 20% of the lot area, where all development and site disturbance including but not limited to, buildings, lawns, grade alterations, driveways and paved areas, shall be located. For the purposes of this section any disturbance of the pole portion of a flag lot (the portion which connects the main portion of the lot to the street and provides the street frontage for the lot) shall be calculated as contributing to the disturbed area of a lot at a ratio of one-half of the actual disturbed area of the pole.
- (c) **Non-Disturbance Area:** means the portion of each lot, encompassing a minimum of 80% of the lot area, where no development shall be permitted including but not limited to, buildings, lawns, alteration of grades or driveways or paved areas. Placement of wells and/or on-site sewage disposal systems and the selective cutting of vegetation may be permitted, if approved in writing by the Development Officer in accordance with the terms of this Agreement. For the purposes of this section, a maximum of 50 percent of the disturbance of the pole portion of a flag lot (the portion which connects the main portion of the lot to the street and provides the street frontage for the lot) shall be permitted in the Non-Disturbance area.

## PART 3: USE OF LANDS, SUBDIVISION AND DEVELOPMENT PROVISIONS

### 3.1 Schedules

The Developer shall develop the Lands in a manner, which, in the opinion of the Development Officer, conforms with the following Schedules attached to this Agreement and filed in the Halifax Regional Municipality as Case Number 17736:

Schedule A    Legal Description of the Lands(s)  
Schedule A-1   Map of Lands covered by Development Agreement  
Schedule B    Concept Plan

### 3.2 Requirements Prior to Approval

- 3.2.1 Prior to the issuance of a Development Permit for each individual lot proposed for the Lands, the Developer shall provide to the Development Officer a site plan, prepared and endorsed by a qualified licensed professional, indicating the size and location of the developable envelope and the non-disturbance area. Such plans shall indicate the location and size of all well and septic systems, riparian buffers, paved areas, building footprints, lawns, and grade alterations and shall include enough detail, in the opinion of the

Development Officer, to verify that not more than 20% of the area of the lot(s) shall be disturbed, except as otherwise permitted by this Agreement.

3.2.2 Prior to any site preparation (i.e. tree cutting, and excavation activity) for individual lots, the non-disturbance areas for the affected lot(s) shall be identified with snow fence or other appropriate method, as approved by the Development Officer. The Developer shall provide confirmation to the Development Officer that the non-disturbance area has been appropriately marked. Such demarcations shall be maintained by the Developer for the duration of the construction and may only be removed only upon the issuance of an Occupancy Permit for the dwelling.

3.2.3 Prior to acceptance of any Municipal Service system, the Developer shall provide the following to the Development Officer:

- (a) Certification from a qualified professional engineer that the Developer has complied with the required Erosion and Sedimentation Control Plan as required pursuant to this Agreement (Section 5.1) ; and
- (b) Certification from a qualified professional engineer indicating that the Developer has complied with the Stormwater Management Plan required pursuant to this Agreement (HRM Municipal Service Specifications).

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

### **3.3 General Description of Land Use**

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

- (a) A Hybrid Open Space Design Development as enabled by this Agreement and as illustrated on the Schedules;
- (b) Use of the Lands in the development shall be limited to the following:
  - (i) Single unit dwellings.
  - (ii) Home based offices, bed and breakfasts or day care facilities in conjunction with permitted single unit dwellings, subject to the requirements of the Single Unit Dwelling (R-1A) Zone as set out in the Land Use By-law for Planning Districts 14 and 17, as amended from time to time.
  - (iii) Accessory uses in conjunction with permitted dwellings, subject to the requirements of the Single Unit Dwelling (R-1A) Zone as set out in the Land



Use By-law for Planning Districts 14 and 17, as amended from time to time.

- (c) Density shall be limited to a maximum of 19 dwelling units,
- (d) The Development Officer may permit changes to the layout of lots provided the layout does not significantly affect the configuration, or increase the number of flag lots beyond that shown on Schedule B.

### **3.4 Detailed Provisions for Land Use**

- 3.5.1 All lots and uses shall comply with the requirements of the Single Unit Dwelling (R-1A) Zone as set out in the Planning Districts 14 and 17 (Shubenacadie Lakes) Land Use By-law except where varied by this Agreement.
- 3.5.2 Flag lots as generally shown on Schedule "B", shall be approved by the Development Officer, provided that each flag lot has no less than 6.096 metres (20 feet) of frontage on a public street and otherwise adheres to all requirements and provisions of this Agreement.
- 3.5.3 No portion of any main building shall be located less than 20 feet from the boundary of the non-disturbance area.
- 3.5.4 Prior to Final Subdivision approval for any phase of the development, the Developer shall provide a supplementary Level 2 Hydrogeological Analysis which includes testing from new wells and an analysis to determine water quantity and quality levels. If analysis identifies insufficient quantity in the local aquifer for the remaining unapproved lots, the number of lots in the subdivision shall be reduced to a point where there is adequate groundwater for the proposed number of dwellings. Such testing and analysis shall meet the HRM Guidelines for Groundwater Assessment and Reporting, 2006 (Level 2 Hydrogeology Study), as amended from time to time and as determined by the Municipality, in consultation with the Municipality's hydrogeological consultant.
- 3.5.5 The location of all dwellings and all accessory buildings within the Bennery Lake Watershed Protected Water Area Designation shall be limited to the first 25 percent of the lot adjacent or closest to the public road on which the lot has road frontage. The Development Officer may permit an alternate location subject to consultation with Halifax Water.

### **3.6 Phasing**

- 3.6.1 Phasing shall comply with the following conditions and sequences:
  - (a) The Development Officer may permit the Developer to subdivide the lands up to a maximum of two phases.
  - (b) The Developer shall submit a phasing plan to the Development Officer at the time of the application for Final Subdivision Approval. Subject to the approval of the Development Officer, this plan shall become the phasing plan.

### **3.7 Subdivision of the Lands**

- 3.7.1 This Agreement shall be deemed to meet the requirements of the Subdivision By-law with respect to concept plan approval. As per Section 99 of the Subdivision By-law, tentative subdivision approval is optional.
- 3.7.2 Unless otherwise acceptable to the Development Officer, tentative and final subdivision applications shall be submitted in accordance with the phasing plan and the Development Officer shall grant subdivision approvals for the phase for which approval is sought subject to and in accordance with the Agreement and following terms and conditions:
- (a) Final subdivision approval for any phase shall not be granted until final approval has been granted for the previous phase; and
  - (b) Notwithstanding subsection 3.6.1, the Development Officer may grant final subdivision approval of a Phase prior to granting final approval for the previous phase if the Developer submits performance security in the amount of 110 percent of the estimated cost of uncompleted services for the previous phase.
- 3.7.3 Site preparation for each Phase or portion thereof shall not occur until the Developer provides a site plan to the Development Officer indicating where lot disturbance is to occur at the time of construction, as set out in section 3.2.1 and 3.2.2 of this agreement;

### **3.8 Non-Disturbance Areas**

- 3.8.1 The Developer agrees that a minimum of 80% of each lot shall be identified as a non-disturbance area on a site plan submitted under the requirements of subsection 3.2.1 and 3.2.2 of this Agreement. Further, no development, tree cutting or grade alteration shall be permitted within any non-disturbance area except where approved in writing by the Development Officer under one of the following circumstances:
- (a) To install a septic system and/or well. In these cases, the location, size and extent of the disturbance shall be identified on a plan prepared and endorsed by a qualified professional who shall identify measures to minimize disturbance within the non-disturbance area to the satisfaction of the Development Officer;
  - (b) To remove a tree that is dead, dying or in decline and which represents a danger to private property, public infrastructure or other natural trees and vegetation. Prior to granting approval for the removal of such a tree, the Development Officer shall have the discretion to require that the landowner engage a Certified Arborist, Landscape Architect, Landscape Technologist, Urban Forester or other person with equivalent credentials to certify in writing that the tree poses a danger to people or property or is in severe decline. If trees are removed or tree habitat damaged beyond repair, with the exception of those to be removed in accordance with Section 3.6.1(a), the Developer shall replace each tree with a new tree of ½ inch (38mm) caliper for every one removed or damaged, as directed by the Development Officer, in consultation with the appropriate HRM Business Units; or



- (c) To remove fallen timber and dead debris where a fire or safety risk is present. The Development Officer may require verification in writing by a qualified professional (i.e., Arborist, Forester or Forestry Technician, Landscape Architect) prior to granting approval under this clause.

### **3.9 Riparian Buffers/Watercourse Setbacks**

- 3.9.1 The Developer agrees that a watercourse buffer, as per the Planning Districts 14 & 17 (Shubenacadie Lakes) Land Use By-law, shall be applied to watercourses and wetlands as identified on Schedule "B". Further, stormwater management infrastructure shall be exempt from this requirement as permitted in the Planning Districts 14 & 17 (Shubenacadie Lakes) Land Use By-law.
- 3.9.2 The Developer shall indicate the 1 in 100 year floodplain of all watercourses on all plans submitted to the Development Officer. No disturbance or grade alteration shall be permitted within the 1 in 100 year floodplains.
- 3.9.3 The Developer shall indicate on all plans the required vegetation removal restrictions and watercourse buffers restrictions required by the Regulations Respecting Activities in the Bennery Lake Watershed Protected Water Area, as amended from time to time. The Developer acknowledges that the requirements for development within the protected area may exceed requirements in the Planning District 14 and 17 Land Use By-law.

### **3.10 Regulations Respecting Activities in the Bennery Lake Watershed Protected Water Area**

- 3.10.1 The Developer acknowledges that there are Provincial regulations relating to development and activities within the Bennery Lake Watershed Protected Water Area.
- 3.10.2 The Developer agrees to identify non-disturbance areas and watercourse setbacks as required by the Bennery Lake Watershed Protected Water Area Regulations, as amended from time to time, on all plans submitted for approval to the Municipality.
- 3.10.3 The Developer acknowledges that the required non-disturbance areas and watercourse setbacks and buffers within the Bennery Lake Watershed Protected Water Area are greater than required in clause 3.9.1.
- 3.10.4 Where approvals are required by the Bennery Lake Watershed Protected Water Area Regulations, the Developer shall provide copies of all such approvals, granted by Halifax Water or NS Environment or any other agency, to the Development Officer prior to the issuance of permits for the relevant activity.
- 3.10.5 Construction and disturbance in the Bennery Lake Watershed Protected Water Area shall be limited to the times of the year permitted in the Bennery Lake Watershed Protected Area Regulations.

### **3.11 Park Dedication**

- 3.11.1 Parkland dedication to the Municipality shall be in the form of cash-in-lieu of land in conjunction with final subdivision approval for each phase.

### **3.12 Maintenance**

- 3.12.1 The Developer shall maintain and keep in good repair all portions of the development on the Lands.

#### *Reinstatement*

- 3.12.2 All disturbed areas shall be reinstated to original condition or better.

### **3.13 Signs**

#### *Community Signs*

- 3.13.1 A maximum of one ground sign shall be permitted at each entrance to the subdivision or phase or street to denote the community or subdivision name. The locations of such signs shall require the approval of the Development Officer and Development Engineer and shall be located on private property. The maximum height of any such sign inclusive of support structures shall not exceed 10 feet (3.05 m) and the face area of any sign shall not exceed 50 square feet (4.65 sq. m.). All such signs shall be constructed of natural materials such as wood, stone, brick, enhanced concrete or masonry. The only illumination permitted shall be low wattage, shielded exterior fixtures. Notwithstanding this section, the construction of decorative entrance gates shall be permitted outside of the public street right of way.

### **3.14 Temporary Construction Building**

- 3.14.1 A building shall be permitted on the Lands for the purpose of housing equipment, materials and office related matters relating to the construction and sale of the development in accordance with this Agreement. The construction building shall be removed from the Lands prior to the issuance of the last Occupancy Permit.

## **PART 4: STREETS AND MUNICIPAL SERVICES**

#### *General Provisions*

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

#### *Off-Site Disturbance*

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

#### *Site Preparation in a Subdivision*

- 4.1.3 The Developer shall not commence clearing, excavation or blasting activities required for the installation of primary or secondary services in association with a subdivision prior to receiving final approval of the subdivision design unless otherwise permitted by the Development Officer, in consultation with the Development Engineer.

#### *On-Site Water System*

- 4.1.4 The Lands shall be serviced through privately owned and operated wells.

#### *On-Site Septic System*

- 4.1.5 The Lands shall be serviced through privately owned and operated septic systems. The Developer agrees to have prepared by a qualified professional and submitted to the Municipality, the NS Department of the Environment and Labour and any other relevant agency, a design for all private sewer systems. In accordance with Section 3.2.7, no Building Permit shall be issued prior to the Development Officer receiving a copy of all permits, licences, and approvals required by the NS Department of the Environment and Labour respecting the design, installation and construction of the on-site septic system.

#### *Cul-de-sac Walkway*

- 4.1.6 The developer shall construct a walkway from the end of the cul-de-sac to Brookhill Drive, as identified on Schedule B. All design and construction of the walkway shall satisfy Municipal Service Systems Specifications and shall receive written approval from the Development Engineer prior to undertaking the work.

### **PART 5: ENVIRONMENTAL PROTECTION MEASURES**

#### **Erosion and Sedimentation Control**

- 5.1.1 Prior to the commencement of any onsite works on the Lands, including earth movement or tree removal other than that required for preliminary survey purposes, or associated offsite works, the Developer shall have prepared by a Professional Engineer and submitted to the Municipality a detailed Erosion and Sedimentation Control Plan. The plans shall comply with the *Erosion and Sedimentation Control Handbook for Construction Sites* as prepared and revised from time to time by Nova Scotia Environment. Notwithstanding other Sections of this Agreement, no work is permitted on the site until the requirements of this clause have been met and implemented.

### **PART 6: AMENDMENTS**

#### **6.1 Non-Substantive Amendments**

The following items are considered by both parties to be not substantive and may be amended by resolution of Council.

- (a) The granting of an extension to the date of commencement of construction as identified in Section 7.3.1 of this Agreement;
- (b) The length of time for the completion of the development as identified in Section 7.4.1 of this Agreement;

- (c) The addition of up to three auxiliary dwelling units within the subdivision subject to the following:
- i) No auxiliary dwelling unit shall encompass more than thirty five (35) per cent of the gross floor area of the dwelling;
  - ii) No separate exterior access to the auxiliary dwelling unit shall be permitted, on that side of the dwelling abutting the front yard;
  - iii) One off-street parking space shall be provided for any auxiliary dwelling unit and such space shall be located contiguous to any parking area set aside for the principle dwelling unit; and
  - iv) No auxiliary dwelling unit shall be located within the Bennery Lake Watershed Protected Water Area.

## **6.2 Substantive Amendments**

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

## **PART 7: REGISTRATION, EFFECT OF CONVEYANCES AND DISCHARGE**

### **7.1 Registration**

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

### **7.2 Subsequent Owners**

- 7.2.1 This Agreement shall be binding upon the parties hereto, their heirs, successors, assigns, mortgagees, lessees and all subsequent owners, and shall run with the Lands which are the subject of this Agreement until this Agreement is discharged by Council.
- 7.2.2 Upon the transfer of title to any lot(s), the subsequent owner(s) thereof shall observe and perform the terms and conditions of this Agreement to the extent applicable to the lot(s).

### **7.3 Commencement of Development**

- 7.3.1 In the event that development on the Lands has not commenced within five years from the date of registration of this Agreement at the Registry of Deeds or Land Registry Office, as indicated herein, the Agreement shall have no further force or effect and henceforth the development of the Lands shall conform with the provisions of the Land Use By-law.
- 7.3.2 For the purpose of this section, commencement of development shall mean final subdivision approval of the first lot.
- 7.3.3 For the purpose of this section, Council may consider granting an extension of the commencement of development time period through a resolution under Section 6.1, if the

Municipality receives a written request from the Developer at least sixty (60) calendar days prior to the expiry of the commencement of development time period.

#### **7.4. Completion of Development**

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

- (a) retain the Agreement in its present form;
- (b) negotiate a new Agreement;
- (c) discharge this Agreement; or
- (d) for those portions of the development which are completed, discharge this Agreement and apply appropriate zoning pursuant to the Municipal Planning Strategy and Land Use By-law for Planning Districts 14 and 17, as may be amended from time to time.

#### **7.5 Discharge of Agreement**

7.5.1 If the Developer fails to complete the development after ten years from the date of registration of this Agreement at the Registry of Deeds or Land Registration Office Council may review this Agreement, in whole or in part, and may:

- (a) retain the Agreement in its present form;
- (b) negotiate a new Agreement; or
- (c) discharge this Agreement.

### **PART 8: ENFORCEMENT AND RIGHTS AND REMEDIES ON DEFAULT**

#### **8.1 Enforcement**

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

#### **8.2 Failure to Comply**

If the Developer fails to observe or perform any condition of this Agreement after the Municipality has given the Developer 30 days written notice of the failure or default, then in each such case:

- (a) The Municipality shall be entitled to apply to any court of competent jurisdiction for injunctive relief including an order prohibiting the Developer from continuing such default and the Developer hereby submits to the jurisdiction of such Court and waives any defense based upon the allegation that damages would be an adequate remedy;

- (b) The Municipality may enter onto the Lands and perform any of the covenants contained in this Agreement or take such remedial action as is considered necessary to correct a breach of the Agreement, whereupon all reasonable expenses whether arising out of the entry onto the Lands or from the performance of the covenants or remedial action, shall be a first lien on the Lands and be shown on any tax certificate issued under the *Assessment Act*;
- (c) The Municipality may by resolution discharge this Agreement whereupon this Agreement shall have no further force or effect and henceforth the development of the Lands shall conform with the provisions of the Land Use By-law; or
- (d) In addition to the above remedies, the Municipality reserves the right to pursue any other remedy under the *Halifax Regional Municipality Charter* or Common Law in order to ensure compliance with this Agreement.

**IN WITNESS WHEREAS** the said parties to these presents have hereunto set their hands and affixed their seals the day and year first above written.

**SIGNED, SEALED AND DELIVERED** in  
the presence of:

**CALIBER CONSULTING LIMITED**

\_\_\_\_\_  
Witness

Per: \_\_\_\_\_

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

**HALIFAX REGIONAL MUNICIPALITY**

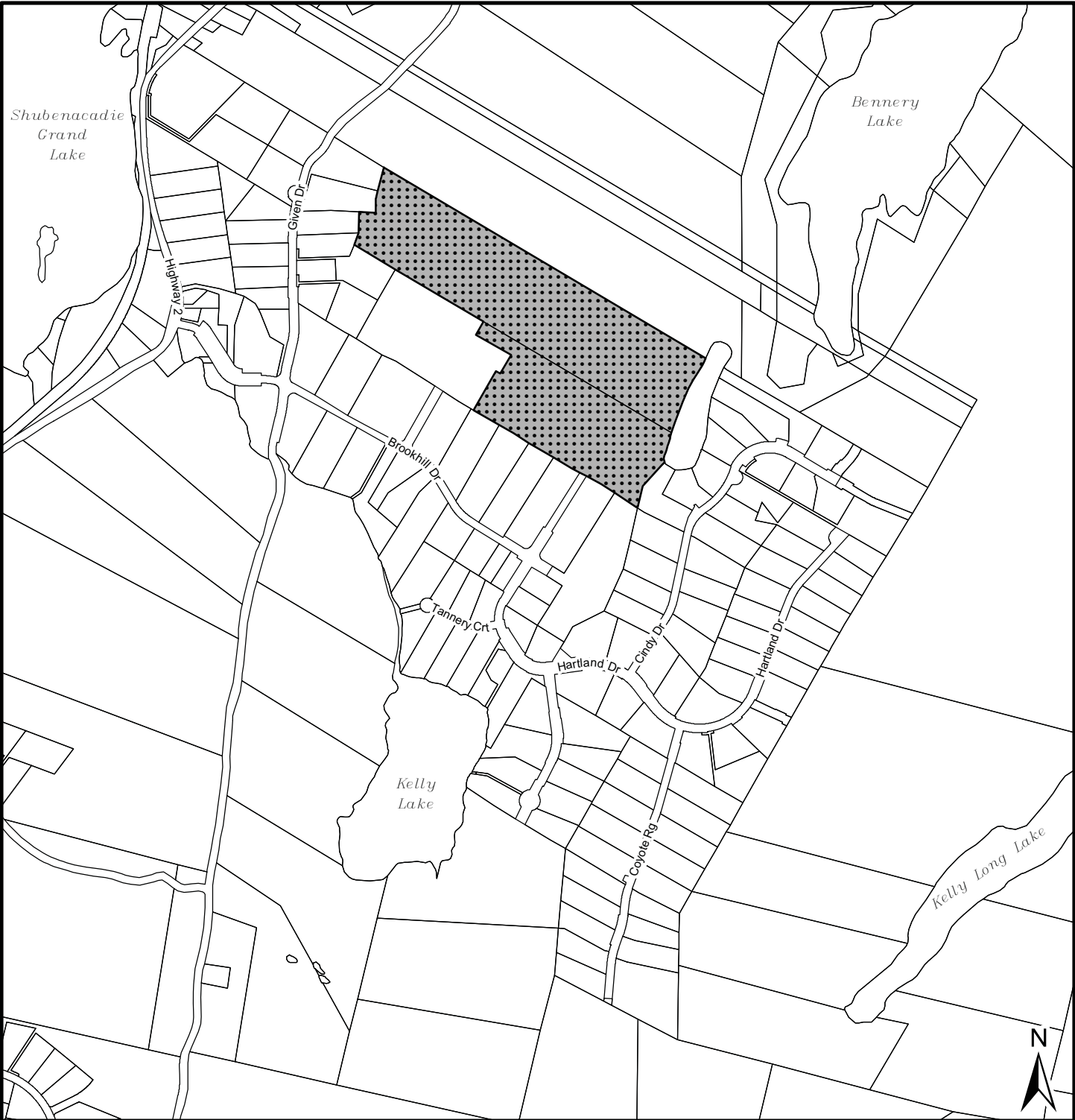
\_\_\_\_\_  
Witness

Per: \_\_\_\_\_  
MAYOR

\_\_\_\_\_  
Witness

Per: \_\_\_\_\_  
MUNICIPAL CLERK

Schedule A-1 - Lands Covered by Development Agreement



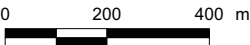
Schedule A-1 - Lands Covered by Development Agreement

Brookhill Drive  
Grand Lake

 Lands Covered by Development Agreement

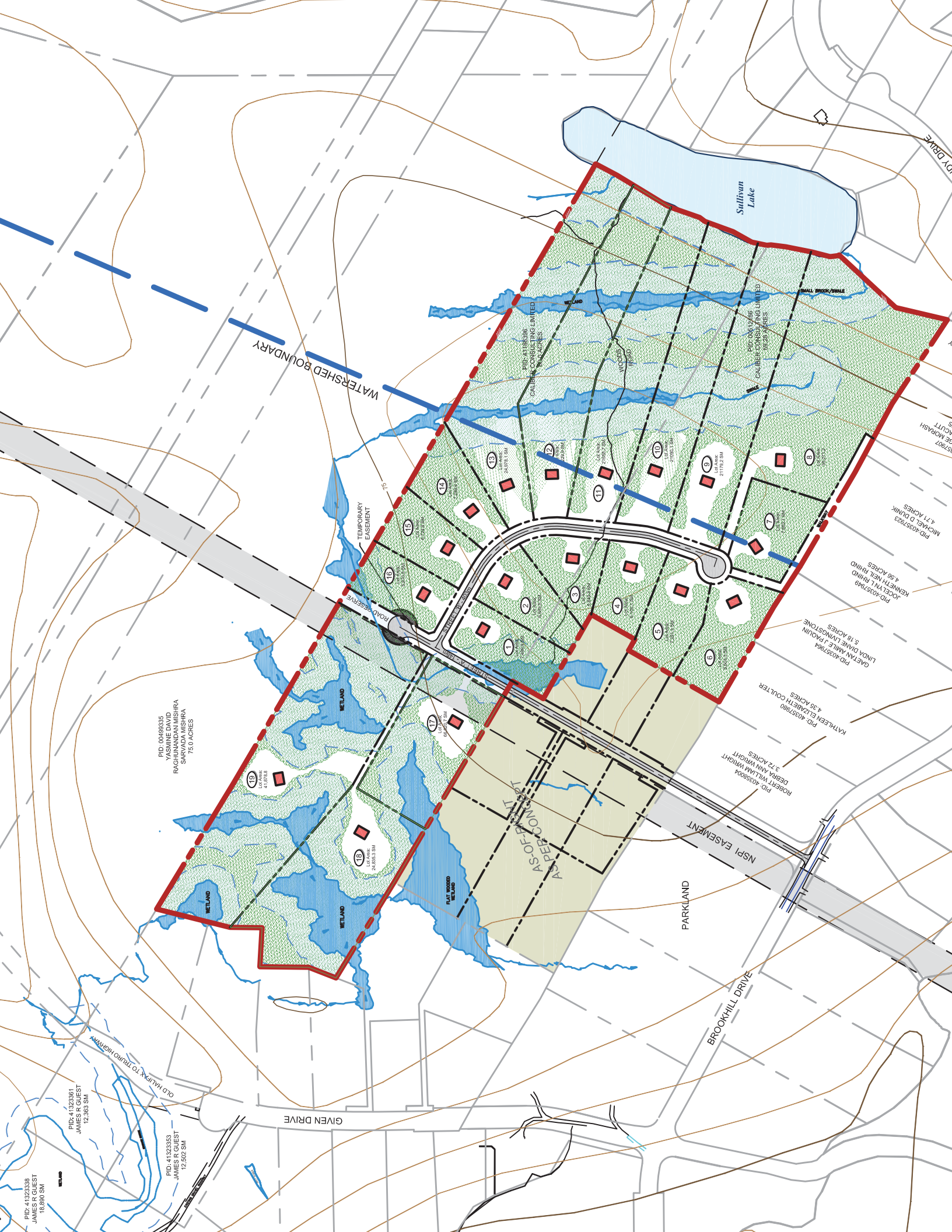


Planning Districts 14 & 17  
(Shubenacadie Lakes) Plan Area



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







## ATTACHMENT B

### Policy Review – Excerpt from the Regional MPS

| POLICY   | STAFF COMMENT  |
|--|--|
| <p>S-15 HRM shall permit the development of Open Space Design residential communities, as outlined in this Plan, within the Rural Commuter and Rural Resource designations and within the Harbour designation outside of the Urban Service Area, but not within the portions of the Beaver Bank and Hammonds Plains communities as identified in the Subdivision By-law under Policy S-25 and within the Rural Area Designation under the Eastern Passage/Cow Bay Plan Area. HRM will consider permitting the maximum density of such developments to one unit per hectare of gross site area. In considering approval of such development agreements, HRM shall consider the following:</p> |  |
| <p>(a) where the development is to be serviced by groundwater and as determined through a hydrogeological assessment conducted by a qualified professional, that there is an adequate supply of ground water to service the development and that the proposed development will not adversely affect groundwater supply in adjacent developments;</p>   | <p>The proposal included a preliminary ground water study which provides a preliminary comment that there should be adequate groundwater. Because accessibility to the site is an issue, additional hydro geological data will have to be collected and updated during the permitting process. Should this data not support projected densities (which are low for the site) the maximum number of units will be reduced to acceptable levels.</p> |
| <p>(b) that there is sufficient traffic capacity to service the development;</p>   | <p>A traffic impact statement was prepared in support of this application which identified there is sufficient capacity on the adjacent road network and that the proposed development would not have any significant impact on the proposed road network.</p>   |
| <p>(c) the types of land uses to be included in the development which may include a mix of residential, associated public or privately-owned community facilities, home-based offices, day cares, small-scale bed and breakfasts, forestry and agricultural uses;</p>  | <p>The proposed uses are residential only, single unit dwellings with the possibility of a maximum of three second units as a non-substantive amendment.</p>   |
| <p>(d) whether soil conditions and other relevant criteria to support on-site sewage disposal systems can be met;</p>  | <p>The applicant has provided an opinion by a qualified person that these regulations can be met.</p>  |

| POLICY  | STAFF COMMENT  |
|---|--|
| (e) the lot frontages and yards required to minimize the extent of road development, to cluster building sites on the parcel and provide for appropriate fire safety separations;   | The proposal minimizes road development. Required lot frontages are set at 100 feet except for flag lots which are set at 20 feet.   |
| (f) that the building sites for the residential units, including all structures, driveways and private lawns, do not exceed approximately 20% of the lot area;  | The proposed building sites will have to meet this criteria as outlined in the draft development agreement. Preliminary calculations indicate the developer will have sufficient room to meet this requirement.  |
| (g) approximately 80% of the lot is retained as a non-disturbance area (no alteration of grades, except for the placement of a well or on-site sewage disposal system in the non-disturbance area shall be permitted and provision shall be made for the selective cutting of vegetation to maintain the health of the forest); | The proposed lots will have to meet this criteria as to be outlined in the draft development agreement. Preliminary calculations indicate the developer will have sufficient room to meet this requirement.  |
| (h) that the development is designed to retain the non-disturbance areas and to maintain connectivity with any open space on adjacent parcels;  | The proposal retains non disturbance areas and limits disturbance to a clustered area, Connectivity of open space is maintained and enhanced within the Bennery Lake Watershed specifically. Riparian buffers around watercourses and wetlands also enhance the non-disturbance network. |
| (i) connectivity of open space is given priority over road connections if the development can be sited on the parcel without jeopardizing safety standards;   | The road network is minimized by the design and maximizes the protection of open space, specifically within the Bennery Lake Watershed.  |
| (j) trails and natural networks, as generally shown on Map 3 or a future Open Space Functional Plan, are delineated on site and preserved;  | There are no features shown on Map 3 identified on this site.  |
| (k) parks and natural corridors, as generally shown on Map 4 or a future Open Space Functional Plan, are delineated on site and preserved;  | There are no features shown on Map 4 identified on this site.  |
| (l) that the proposed roads and building sites do not significantly impact upon any primary conservation area, including riparian buffers, wetlands, 1 in 100 year floodplains,   | The proposed development generally respects the features identified, however periodic crossing of wetlands or watercourses may be required.  |

| POLICY  | STAFF COMMENT   |
|---|---|
| rock outcroppings, slopes in excess of 30%, agricultural soils and archaeological sites;  |   |
| (m) the proposed road and building sites do not encroach upon or are designed to retain features such as any significant habitat, scenic vistas, historic buildings, pastoral landscapes, military installations, mature forest, stone walls, and other design features that capture elements of rural character; | The proposed development respects secondary features identified.  |
| (n) that the roads are designed to appropriate standards as per Policy T-2;   | The proposed roads will be required to meet current Municipal Service Specifications standards. An alternate road standard as identified in T-2 has not been developed.   |
| (o) views of the open space elements are maximized throughout the development;  | Open Space elements are concentrated in the Bennery Lake watershed and intentionally away from the public road network to protect the watershed. While conflicting with this section of policy, it is required to protect these environmentally sensitive areas. Sections of policy which protect environmental features would be considered more important in this case than policies which encourage views. |
| (p) opportunities to orient development to maximize the capture of solar energy;  | The site is relatively flat and the proposal allows for individual home owners to take advantage of solar opportunities as they desire  |
| (q) the proposed residential dwellings are a minimum of 800 metres away from any permanent extractive facility;   | There are no permanent extractive facilities in this area.  |
| (r) the proposed development will not significantly impact any natural resource use and that there is sufficient buffering between any existing resource use and the proposed development to mitigate future community concerns; and  | There are not any natural resource uses adjacent this site.   |
| (s) consideration be given to any other matter relating to the impact of the development upon surrounding uses or upon the general community, as contained in Policy IM-15.   | Please see IM-15 below.   |

| POLICY  | STAFF COMMENT   |
|---|---|
| <p>IM-15 In considering development agreements or amendments to land use by-laws, in addition to all other criteria as set out in various policies of this Plan, HRM shall consider the following:</p> <p>(a) that the proposal is not premature or inappropriate by reason of:</p> |   |
| <p>(i) the financial capability of HRM to absorb any costs relating to the development;</p>   | <p>Costs outside of typical servicing costs associated with this form of development are not anticipated.</p>   |
| <p>(ii) the adequacy of municipal wastewater facilities, stormwater systems or water distribution systems;</p>  | <p>The site is serviced by onsite well and septic and not serviced by municipal services. There were concerns raised by residents regarding stormwater systems on Brookhill Drive. NSTIR has identified that they have made repairs to the existing system on Brookhill Drive and that the problem appears to be resolved. Through the subdivision approval process, NSTIR will review proposed discharges to the drainage system to ensure the proposed development does not discharge storm water to the storm system which is beyond the capacity of the system.</p> |
| <p>(iii) the proximity of the proposed development to schools, recreation or other community facilities and the capability of these services to absorb any additional demands;</p>  | <p>HRSB was circulated information with regard to this proposal. No comments were received. There are limited community resources adjacent this site and thus the level of service to this site is anticipated to be low.</p>   |
| <p>(iv) the adequacy of road networks leading to or within the development;</p>   | <p>No issues are anticipated with this regard.</p>  |
| <p>(v) the potential for damage to or for destruction of designated historic buildings and sites;</p>   | <p>There are no historic buildings on the subject site.</p>   |
| <p>(b) that controls are placed on the proposed development so as to reduce conflict with any adjacent or nearby land uses by reason of:</p>  |   |

| POLICY  | STAFF COMMENT   |
|---|---|
| (i) type of use;  | The proposed low density land uses are compatible with each other.  |
| (ii) height, bulk and lot coverage of any proposed building;  | The height bulk and lot coverage is the same as adjacent properties and there are not any anticipated issues.   |
| (iii) traffic generation, access to and egress from the site, and parking;  | A traffic impact statement was provided with the application and reviewed by HRM and NSTIR. No issues are anticipated with this regard.   |
| (iv) open storage;  | No issues are anticipated with this regard as the proposed use is low density residential. Residential zones do not permit open storage of commercial goods.  |
| (v) signs; and  | The proposal is for a residential development and each property will have to meet the standards of the R-1A Zone which limits signs for home based business uses.   |
| (c) that the proposed development is suitable in terms of the steepness of grades, soil and geological conditions, locations of watercourses, marshes or bogs and susceptibility to flooding. | The proposal is sited as to minimize disturbance of water features in the area. No issues are anticipated with regard to soils and steepness of grades. Pyretic slate is a known geologic condition in the general area and the developer is aware of the issue. If encountered, there are provincial regulations that must be followed. The development agreement references those requirements. |

**Attachment C**  
**Public Information Meeting Minutes – June 25, 2012**

**HALIFAX REGIONAL MUNICIPALITY**  
**Public Information Meeting**  
**Case No. 17736**

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**Monday, June 25, 2012**

**7:00 p.m.**

**Grand Lake Oakfield Community Society, Grand Lake**

**STAFF IN**

**ATTENDANCE:** Andrew Bone, Planner, HRM Planning Applications  
Alden Thurston, Planning Technician, HRM Planning Applications  
Cara McFarlane, Planning Controller, HRM Planning Applications

**ALSO IN**

**ATTENDANCE:** Councillor Barry Dalrymple, District 2  
Jenifer Tsang, Sunrose Land Use Consulting  
Roger Burns, Caliber Consulting

**PUBLIC IN**

**ATTENDANCE:** Approximately 45

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**1. Call to order, purpose of meeting – Andrew Bone**

The purpose of tonight's public information meeting (PIM) is to identify that HRM has received a planning application, to give some background on the proposal and to receive feedback from the public. No decisions will be made tonight.

The PIM agenda was reviewed.

Mr. Bone introduced himself as the senior planner managing this application and taking the project through the planning process. Also present was Councillor Dalrymple, District 2; Jenifer Tsang, Sunrose Land Use Consulting; Roger Burns, Caliber Consulting; Alden Thurston and Cara McFarlane, HRM Planning Applications.

The subject property is in the Brookhill Subdivision just off of Brookhill Drive. Two parcels will be referenced. One parcel was shown in orange and is the site of a nine lot subdivision that is permitted as of right as long as the general subdivision requirements are met. The yellow parcel is what is being discussed tonight. The parcel is 31 hectares (76.5 acres).

An aerial photo of the site was shown. A powerline corridor runs through the middle of the parcel.

**2. Overview of planning process – Andrew Bone**

The PIM is the first step of the planning process. There will be a review by the Halifax Watershed Advisory Board (HWAB), relevant HRM departments and/or Provincial departments who in turn will

provide staff with comments on the proposal. The public's and above agencies' comments will be summarized in a staff report along with a draft development agreement and presented to Marine Drive, Valley and Canal Community Council (MDVCCC). Once MDVCCC makes a decision at a scheduled public hearing, there is a 14 day appeal period where the public or the applicant could appeal the decision to the Nova Scotia Utility and Review Board (NSUARB). After there are no appeals, or the appeal process is over and the answer is yes, the development agreement would be signed and registered and at that point, subdivision or building permits could be issued in the area.

### **3. Presentation of Proposal – Andrew Bone**

Prior to the Regional Plan in 2006, subdivisions in all areas of HRM were required to meet the requirements of the local land use by-law and the subdivision by-law. In 2006, the Regional Municipal Planning Strategy (MPS) was created to ensure that at the very minimum, subdivisions were more environmentally friendly (open space design subdivision process). This is a two-step process. During the first step, Stage I, the applicant has to submit: 1) a hydrogeological study to the area based on existing well tests in the area. Hydrogeological consultants would provide recommendations on whether or not there is enough water in the area to enable a subdivision; and 2) an environmental screening of the site that would identify things such as watercourses, wetlands, old growth forest, cultural features such as scenic views and existing trails or existing stone walls, etc. Basically in the end, developable and undevelopable areas are identified. In this case, the watercourses and wetlands are the primary features in the area. Also identified was that a portion of this site is within the watershed for the Bennery Lake water supply; therefore, one of the main goals was to keep the roads outside of that area to ensure protection of that water supply.

Policy S-15 of the Regional MPS enables hybrid open space design subdivisions which are very similar to the existing subdivisions except the number of homes per acre or hectare is much lower (1 unit/2.4 acres). One of the requirements is that only 20% of the site is disturbed leaving 80% generally untouched. This provides protection for the existing trees in the area and prevents clear cutting.

Tonight's proposal, Case No. 17736, is an application for a development agreement for a hybrid open space subdivision. The development would be similar to what's in the Brookhill area now. There would be on-site well and septic for 19 proposed lots. Seven of those lots would be for single unit dwellings and twelve for two unit dwellings (in-law suites).

Mr. Bone explained a development agreement to the public.

### **Presentation of Proposal – Roger Burns, Caliber Consulting**

Generally, people tend to move to this area for the trees and space and with the hybrid open space subdivision developers are able to attain that. Over the last couple of years, he has been approached regarding in-law suites in single family homes. Currently, in-law suites are not permitted under the development agreement. Comment is being sought from the public to see if this might be a good fit for the area.

The developer would like to utilize about 7 acres of land (location shown) for some type of recreation facility for the community of Brookhill.

One of things that people take pride in is in the ownership and look of their homes. He believes it is very important to have and enforce protective covenants. Enforcing these is the key to protect people's investment and their neighbours.



Mr. Bone pointed out the protected area for the watershed. The developer was directed to locate the road outside of that water supply so that the storm drainage from is not sent towards the lake. There are also a number of wetlands to keep away from as best as possible. Sometimes crossing of a wetland can't be avoided.

The proposal has not been reviewed internally yet. The applicant has provided a transportation study that will be forwarded to HRM engineers who will provide comment. If this application is approved, the applicant still has to do all the detailed engineering. Before the public tonight is a proposed concept plan. The lot configuration and road location may change a bit.

The twelve lots will technically be two unit dwelling but through the development agreement, measures can be used to control the look of the building so it would look like a single family home and the secondary unit is accessory (not greater than 40%) to the main building. Location of parking and entryways is another way to avoid the dwelling looking like a two unit home (side by side or an over and under). The developer intends to build the so they homes look like single family homes with the option of doing a secondary unit; therefore, there would be a need for some flexibility in writing these agreements and that's something that we will be looking at.

#### **4. Questions and Comments**

**Gerry Gillis, Given Drive, an appraiser for the banks** – Will there be two metres going to the house? **Mr. Bone** said it has not been decided at this point. People often opt for a single power source. **Mr. Gillis** said that if there is a single source, it would be illegal to have another kitchen somewhere else in the unit. If the lot is R-2, two separate metres have to go into the house. The parcel has to be zoned R-2 or it is considered illegal non-conforming. **Mr. Bone** mentioned that it would be a Nova Scotia Power (NSP) requirement. The open space process allows the consideration of two unit dwellings and through this process, a two unit dwelling can potentially happen on this site. Any existing situations are completely irrelevant. These are the new rules that have been in place since 2006. **Mr. Gillis** said his neighbours would like to know what the procedure is for an on-line petition because many of them couldn't attend tonight's PIM. **Mr. Bone** said there would be no zoning change but it would be controlled through the development agreement which is an option enabled under the policy. **Mr. Gillis** bought in Brookhill Estates for the R-1, single family estates lots. When you add a second unit it is R-2.

**Theresa Salsman, Tannery Drive** – There is a concern for people with aging parents and it is important to be able to have them move in with you (in-law suites) but she is concerned that duplexes and over/unders will bring the property values down. What would this development do to our property values? Can the developer guarantee that people won't be able to tell that these homes have basement apartments or whatever? Will this, in anyway, impact the wells in the community? She is also concerned about excavation work and construction traffic because Brookhill Drive is already in poor condition. Will the road be looked at? **Mr. Bone** explained that prior to 2006, there were no requirements for any review of groundwater supply in any developments in HRM which resulted in development of subdivisions having an impact on surrounding properties. The intent behind this policy was to require that hydrogeological studies be done. The hydrogeological study is a two-step study: 1) to serve a desktop spin of existing wells and identify any existing issues in the area with quality and quantity. 2) the developer actually drills wells on the property to determine the flows. From that, a recommendation from a hydrogeological consultant is provided. From that recommendation and through the development agreement process, we determine how many lots can be permitted on the site.

**Ms. Salsman** – She is concerned about blasting or anything that will impact the other wells. **Mr. Bone** said that blasting of rock in the area can affect the pathways through which the water travels. In this case, in general, the lots in the area are large so the separation distances should be okay but the hydrogeological



consultants will comment on that in detail. The condition of Brookhill Drive will be forwarded to the HRM development engineer for comment. He will check if it is HRM's or Provincial's responsibility and forward the issue to the appropriate authority. The property values don't generally go down. By managing the look of the dwelling through the development agreement, the secondary units may only be beneficial to the property owners and might possibly increase the property value.

**One resident** – In-law suites are considered R-2 dwellings. R-2 dwellings will take down the value of everyone's property in the area. He's always been in construction. Two families living in one house is automatically R-2, not an R-1 house anymore. Nobody here wants it.

**Shelley Jones, Coyote Ridge** – Are the lots 2.4 acres? **Mr. Bone** explained that the lot sizes vary. The minimum lot size would be one acre. That is the minimum that the Province will allow. The larger lots are there to protect the lake.

**Ms. Jones** - Wanted to reiterate concern about the road. Brookhill Drive has already seen a lot of construction traffic and is falling apart which impacts everyone here.

**Ms. Jones** - She appreciates the aging population, but is concerned that the in-law suite will quickly turn to a rental. The ability to regulate disappears. The developer has developed the subdivision and moved on and the neighbourhood is left with a rental. She does not support that. She does, however, support development of the subdivision and likes the look of the layout. **Mr. Bone** agreed that HRM does not regulate who lives in a unit. It is a violation of the Charter of Rights. This is why it is being called a two unit, it could be for a rental.

**Ms. Jones** - She bought in Brookhill Subdivision for the large estate lots. She was told the covenants did not allow for subdividing of land but that has happened. **Mr. Bone** explained that protective covenants are dealt with between the developer and the individual property owner. HRM has no participation in them, don't enforce them and don't even look at them. The only way to enforce a protective covenant is through a civil court case between the developer and the parcel owner.

**Ms. Jones** – She referenced the mess of the property on the corner of Brookhill Drive and Hartland Drive. She votes not to support the change.

**Anna McCarron, Thompson Drive** – asked for clarification on the as-of-right lots and the lots that would come under the development agreement. **Mr. Burns** explained that the 19 lots (shown) are as-of-right and the 12 lots would be under development agreement.

**Garland Carmichael, Brookhill Drive** – Shares everyone's concern in relation to zoning. He understands the need for development but does not want to live in a neighbourhood with two unit dwellings. He likes the country setting. He referenced Darrel Darcy's place and does not want to relive that. He doesn't want people in the area that don't have a vested interest in the community. He is concerned about water issues. Who will be responsible for water being depleted or diminished? **Mr. Bone** said that generally, each lot is considered self-sufficient when it comes to water issues.

**Mr. Carmichael** - The whole area is wetlands. What will the developer do in order to mitigate any damage to all the wildlife that needs and thrives on that wetland and the flora and fauna that are specific to these areas? He enjoys the wildlife in his backyard and the healthy, vibrant woods. He is concerned that his children will not be able to enjoy the same because of further damage to the ecology in the area. What is being put in place for any environmental impact studies that should take place especially where there are so many wetlands involved? **Mr. Bone** explained that the new subdivision policy which was created in 2006 was to create a more environmentally friendly subdivision. It only allows disturbance of 20% of

the area whereas before you could disturb the entire area. The developer has to maintain setbacks from all of the wetlands (a significant number shown in blue). Also, part of the process is to review Provincial and Federal inventories of endangered species and if there are any identified on the property. The developer is to map and avoid those areas. In this case, there was nothing identified on the property through the screening process which is filled out by the applicant but done through a third party consultant. HRM verifies the information. The uniqueness about this site is that there are a lot of wetlands and watercourses that have to be avoided as well as the watershed for Bennery Lake.

**Mr. Carmichael** - What provision will be in place to stop someone from clear-cutting the land. Who will enforce that? **Mr. Bone** explained that the terms of the development agreement are established in a legal contract that is registered to all of the properties. A lawyer should inform buyers that they are bound by the terms of this agreement. The rights and obligations under that agreement are carried to each lot owner under the development agreement so they are bound by a set of terms and conditions. If those conditions are violated, there are tools to manage. Some development agreements are violated but if the appropriate tools are in place, an area can be reestablished. Manipulation of the wetlands is regulated by the Province. He understands that if wetlands are damaged, mitigation has to occur at a ratio of 2 for 1 typically within the same watershed.

**Mr. Carmichael** – Will any of the sites need blasting for foundation or site preparation. **Mr. Burns** said in some cases the lots will be grubbed and built on top of the area and others a hammer will be used because there is some rock and all the wells are drilled. **Mr. Carmichael** does not agree with the subdivision.

**Judy Young, Hartland Drive** – Where is the demand for two units coming from? Is it coming from the Grand Lake/Oakfield area? **Mr. Bone** said that generally, there is a need across the plan area for Planning Districts 14 and 17. Probably 95% is single family homes. A portion of the population has a need to provide accommodations for family whether it be a child (moved back home) or an aging parent who would like to live carefree but are being physically taken care of as their health deteriorates. He referenced the planning exercise in Fall River where alternate housing forms are being sought because people want to stay within their community. Another issue for people is the increased cost of housing. The easiest way for a homeowner to be in a house if they are slightly financially challenged is to have a second unit that helps pay for the mortgage. The R-1B Zone, which is the majority of the plan area, does allow for two unit dwellings on lots that are 80,000 square feet or more. There are potential places where these can go, but they just haven't been developed.

**Ms. Young** - Suggested type of proposal be done when a subdivision is in its developing state, not after it has been established because it infringes on existing homeowners. She was also concerned that the developer will have to blast as there is a lot of rock in the area. **Mr. Burns** said the road would be built on grade and the ditches require some work but a hammer will be used.

**Ms. Young** - What is the clearance for the powerline that runs through that area? Some of the houses seem to be quite close. **Mr. Bone** said there are no regulations. The only place you can't build is in the NSP right-of-way.

**Ms. Young** - Wanted to confirm that the lot sizes can be anywhere from one acre to three acres. **Mr. Bone** said a lot could be even larger. The net yield for the entire site is one per hectare but the individual lot sizes would vary from an acre up. **Mr. Burns** said the lot sizes are determined by the septic systems which are regulated by Department of Environment (DOE).

**Ms. Young** – Wondered if Mr. Bone was looking for a vote from the public. **Mr. Bone** explained that he is looking for concerns and comments. He has to ensure that the proposal complies with policy.

Regardless of whether his recommendation is for or against, a development agreement has to be written and presented to Council. In the end, Council will have to make a decision. Occasionally, an issue will be identified at a PIM that has to be further investigated and because of the policy it may affect the layout or design of the subdivision.

**Ms. Young** – Her property backs on the water and the brook runs through it. When they erected a “glorified shed” to put their garden furniture in they had to hire an engineer to get clearance for their water table. Would these properties have to do the same? **Mr. Bone** agreed. At this point, the proposal is very conceptual in nature. As soon as it hits the subdivision stage, DOE is involved, the developer has to do all of their engineering work, and permits need to be in place before they can do anything. With the open space design concept, there are really three stages. The first stage of screening is done (identify water tables and all of the features on the site). They are currently in stage two. The third stage would come if the application is approved. Stage three includes all of the detailed engineering work.

**Ms. Young** - Noticed that names were collected for this meeting. Are you looking for a certain type of quorum? **Mr. Bone** reiterated that he is looking for community issues. The public’s comments impact how he may look at a proposal and what information/opinion he provides to Council. **Ms. Young** - welcomes the development but not the two unit dwellings.

**John Rutledge, Hartland Drive** – Do you own the property next door? Is the street opening up through the power line? This development could grow. **Mr. Burns** does not own that piece of property. **Mr. Rutledge** wondered why a horseshoe wouldn’t be put in instead of a street right through. **Mr. Bone** explained that all HRM subdivisions typically require that the developer of the lands provide regular road reserves or accesses to adjacent properties.

**Mr. Rutledge** - He is concerned about the properties becoming rentals. **Mr. Bone** said typically in a subdivision like this, there are usually resident landlords.

**Mr. Rutledge** - Opening up another piece of property will create more traffic down Brookhill Drive (already a busy street) and through the playground area. **Mr. Bone** said HRM development engineers will review the traffic studies. They look at the numbers for traffic, lots in the subdivision, and access points and provide comment on that issue which in turn is presented to Council.

**Mr. Rutledge** - Suggested that the development be single family dwellings and look at rezoning specific properties when approached by a property owner. **Mr. Bone** explained that the intent is to allow potentially upfront for what is considered reasonable and enabled by policy. **Mr. Burns** said he is not sure that the in-law suites are needed in this area. What’s enabled by this development agreement process is to ask the public what they want. So if the public doesn’t want in-law suites, then that is what it will be. However, if the public shows a need for them, the question is, do we enable it? If they are not initially permitted in the development agreement, there is no ability to request them in the future.

**Mr. Rutledge** - He is fine with developing the property but he does not feel the need and does not want to see rental properties. It will create more traffic and attract people that really don’t take care in the maintenance of the neighbourhood.

**Dale Faulkner, Brookhill Drive** – It’s quite clear that no one wants the two units. What is our next step to say no? **Mr. Bone** explained that during the public hearing is the public’s opportunity to formally comment on the final proposal. The proposal shown tonight may change. MDVCCC will make a final decision. Petitions can be directed to the councillor but please wait until the final proposal is available so accurate comments can be made.

**Ms. Faulkner** – Is concerned about the amount of water that currently runs down Brookhill Drive. **Mr. Bone** said there are very strict rules about water flow and drainage. At this point, those details have not been done but those details (managing stormwater flows) are required at the subdivision stage.

**Steve Given, Given Drive** – The water problem is due to Department of Transportation (DOT) not properly cleaning the ditches and/or the right-of-ways anymore in order for the water to drain. The problem with Brookhill Drive is that the water stops (location shown) and the area becomes saturated. If maintained, it will flow properly. If these lands had been developed years ago, the big wet areas would not have been a concern. At that time, DOE was concerned about drainage. Mr. Burns could have built duplexes on an R-1B (80,000 square feet), but he chose to bring it before everyone here of what the intent is. Mr. Given does not hear that people are against the development but people don't want to the two units. He doesn't see anything wrong with the development. According to Mr. Burns, there may not be any in-law suites.

**Ms. Jones** – Wanted to clarify that all of tonight's feedback would be summarized in Mr. Bone's staff report. In general, there is somewhat of a support for the addition to the subdivision but not the in-law suites and Mr. Burns did say there was some flexibility there. **Mr. Bone** typically tries to address issues in his staff report. They do get edited and sometimes things are cut out but he tends to fight for the things that are discussed at the meeting because it's important to talk about what concerns the residents in the area. **Mr. Jones** believes his staff report would be remiss if it did not include the in-law suites as an issue brought forward by the community. What can the residents do while they are waiting for the application to go before Council? **Mr. Bone** leaves that up to the public.

**Euila Leonard, Brookhill Drive** – She is familiar with the development and growth in the subdivision. She does not want to see duplexes, in-law suites and/or two units in the neighbourhood. Her husband shares that same opinion. Her children have grown up there and enjoyed the neighbourhood without the proposed greenbelt park promised years ago. Brookhill Drive had been dessimated by the developments in the area. The residents paid for road upgrades. Nobody else, including HRM or developers, has maintained that road. Inevitably, more growth will happen; however, the community needs to be preserved. Are these R-2 equivalents being proposed in other areas throughout Planning Districts 14 and 17? **Mr. Bone** said they have been asked for in other places. There is a need for alternate housing in general. Staff receives calls from longtime residents throughout the entire former county area (outside the urban centres) who are approaching retirement age and are looking for options to stay in the community to be close to family and friends. There are also calls from potential property owners looking for a place where they can have their parents stay legally with them but fully separate so they are close by to help. **Ms. Leonard** believes the in-law suites will quickly erode into rentals. She does not want to see it in her neighbourhood.

**Ms. Leonard** - Who is going to monitor the 20% removal to ensure the 80% protection in the lots, a city by-law enforcement officer, the developer, natural resources? **Mr. Bone** mentioned that HRM relies a lot on the public to report land use violations. But these development agreements provide staff with stronger tools to enforce them.

**Ms. Leonard** – Historically, has there been environmental impact studies for proposals for these types of changes especially in and around all the waters that are there? **Mr. Bone** explained that hydrogeological studies are not perfect but they are the best tool to try to ensure sites are not overdeveloping from a groundwater perspective. HRM's rules are more stringent in some cases than DOE. Currently, there aren't as many roads. Maintenance for more roads impacts the residents' property taxes.

**Ms. Leonard** – What are the options for the residents that could not attend tonight's PIM to voice their

opinions? Will the PIM minutes be available? **Mr. Bone** explained that the map and some of the background information is on-line and his contact information is available there. The minutes will be available in the near future.

**Ms. Leonard** – Is there another proposal waiting in the winds? **Mr. Bone** doesn't have any other proposals. **Mr. Burns** said he does not own the adjoining pieces of land and is not interested in buying them because it is not developable.

**Carole LeRue, Hartland Drive** – Is there a government incentive for a developer to support two family dwellings? **Mr. Burns** said there isn't. **Mr. Bone** said there are different variations of a two unit dwelling. **Ms. LeRue** wondered if the government is in support of these in-law suite proposals because there is a need. Too bad there can't be a safeguard (an agreement) put in place that a one family unit can support aging parents. At the same time, avoid infringing on the resident's rights and needs. The other developer mentioned earlier who felt as an individual did not have to follow the rules and regulations impacted the neighbourhood immensely. **Mr. Bone** explained that HRM Regional Planning group has been looking at this issue for years. Changes to Provincial legislation may be required and basically ask for the ability to discriminate for a certain population. From a municipality's perspective, alternate housing forms and the ability to service the population and needs is supported. **Ms. LeRue** wondered if **Mr. Burns** plans to put an agreement in place to monitor or control individual lot development. **Mr. Bone** said that it's impossible to control. **Mr. Burns** said HRM has been trying to figure out a way to allow in-law suites but there is no simple answer. He is okay either way. He wants to know what the people want. **Ms. LeRue** asked **Mr. Bone** if a contractual agreement with that one home owner and their in-laws be created for a limited time in order to monitor it. **Mr. Bone** reiterated that it is not something that HRM can enforce. It's a violation of the Charter of Rights. Best staff can do is regulate the size of the unit through the development agreement by typically making it secondary in scale and by the exterior look of the building no one would know that it was two units. The development agreement places a greater level of control on the unit because by buying the property, the owner is bound to the terms and conditions of the agreement.

**Councillor Dalrymple** – Presently, Provincially it is illegal for HRM to talk about seniors housing and in-law suites. HRM has wrote to the Province over the past three years asking for this to change as it is considered discriminatory language and rules against seniors.

**Gail Murphy, Brookhill Drive** – What did the transportation study conclude? **Mr. Bone** explained that typically, the studies talk about the number of housing units to be developed, the anticipated traffic flows from those housing units, where they would impact and if the roads can handle it. **Ms. Murphy** asked if **Mr. Bone** knows the current condition of the road. **Mr. Bone** will raise that issue directly with the Department of Transportation and Infrastructure Renewal. **Ms. Murphy** asked about another exit from the subdivision as there are well over 100 lots before this development. **Mr. Bone** mentioned that once HRM engineers have reviewed the proposal (before the staff report), a comment relative to that will be submitted. He will request a site visit to look at our road? DOT will probably want to review the traffic impact study.

**Ms. Murphy** – Is the developer required to put forth any monetary deposits other than paving the road? **Mr. Bone** said at this time, the only other substantial requirement would be parkland dedication. The developer is required to give a certain percentage of the land to HRM for parkland or cash in lieu. **Ms. Murphy** said there is pre-existing dedicated parkland. Will the developer now put up some money for that? **Mr. Bone** said that generally, HRM will choose whether they want land or money. That will be part of the review.

**Gaetan Paquin, Brookhill Drive** asked **Mr. Bone** if the petition would help make his decision to which



Mr. Bone said no because he does not make the decision.

**Councillor Dalrymple** –The old process included the developer making an application, it would be signed off and then brought before the public to show what was going to be developed. The current process involves taking an application to the public as a first step to get feedback on the proposal. Tonight's proposal can change dramatically before it goes before Council; therefore, a petition on this proposal may not be relevant. The developer and HRM have to negotiate and try to find something that may work for the developer and the residents in the area.

**Councillor Dalrymple** – As a result of the October Municipal election, the makeup of community councils will change.

**Councillor Dalrymple** - It was his motion to Regional Council two years ago to have the Province change the law and order hydrogeological studies for all subdivision requests. That came directly as a result of the absolute disaster of loss of water in the Monarch/Rivendale Subdivision in Beaver Bank.

**Councillor Dalrymple** - There is a tremendous interest and requirement for in-law suites throughout this rural district. Monarch/Rivendale Subdivision unanimously requested the zoning be changed throughout that area to allow in-law suites and it was done. He wants to go forward on a realistic basis. Anywhere this form of housing has gone in, the value of homes has gone up dramatically.

**One resident** – Is there another public meeting for any changes in the proposal? **Mr. Bone** said typically, a second PIM is not held unless the proposal didn't look anything like the proposal shown tonight.

## **5. Closing Comments**

**Mr. Bone** thanked everyone for coming and expressing their comments.

## **6. Adjournment**

The meeting adjourned at approximately 9:31 p.m.