



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

Item No. 8.1.2
North West Community Council
May 25, 2015
June 15, 2015

TO: Chair and Members of North West Community Council

Original Signed

SUBMITTED BY:

Bob Bjerke, Chief Planner & Director, Planning and Development

DATE: May 6, 2015

SUBJECT: **Case 17361: Development Agreement to Expand Atlantic Playland at 1200
Lucasville Road, Hammonds Plains**

ORIGIN

Application by Lalainya Biasotti.

LEGISLATIVE AUTHORITY

Halifax Regional Municipal Charter, Part VIII, Planning and Development

RECOMMENDATION

It is recommended that North West Community Council:

1. Give Notice of Motion to consider the proposed development agreement, as contained in Attachment A of this report, to permit an expansion of existing commercial recreation uses (Atlantic Playland) at 1200 Lucasville Road, Hammonds Plains, and to schedule a public hearing;
2. Approve the proposed development agreement as contained in Attachment A of this report to permit an expansion of existing commercial recreation uses (Atlantic Playland) at 1200 Lucasville Road, Hammonds Plains;
3. Require the agreement be signed by the property owner within 120 days, or any extension thereof granted by Council on request of the property owner, from the date of final approval by Council and any other bodies as necessary, including applicable appeal periods, whichever is later, otherwise this approval will be void and obligations arising hereunder shall be at an end;
4. Approve, by resolution, the discharge of the existing development agreement that applies to the lands, as shown in Attachment B of this report, to take effect upon the registration of the new development agreement; and

Recommendations continued on page 2

5. Require the discharge agreement be signed by the property owner within 120 days, or any extension thereof, granted by Council on request of the property owner, from the date of final approval by Council and any other bodies as necessary, including applicable appeal periods, whichever is later, otherwise this approval will be void and obligations arising hereunder shall be at an end.

BACKGROUND

An application has been submitted by Lalainya Biasotti to discharge the existing Atlantic Playland development agreement and enter into a new development agreement at 1200 Lucasville Road, Hammonds Plains. The subject lands are home to an existing commercial recreation use known as Atlantic Playland. In 1990, the former Halifax County Municipality entered into an agreement to allow an amusement park on the subject lands. The application proposes the expansion of existing commercial recreation uses and the introduction of new uses, some of which include: amusement rides (approximately 10); new waterslides (approximately 7); and new buildings to house new attractions.

Location, Designation, Zoning and Surrounding Land Use:

Subject Property	1200 Lucasville Road, Hammonds Plains (Map 1)
Location	Located approximately 1 kilometer northeast from the intersection of Lucasville Road and Hammonds Plains Road
Lot Area	25 acres (10 hectares)
Regional Designation	Rural Commuter (majority of the property) and Open Space and Natural Resource (rear portion of the property)
Community Designation	Mixed Use B (MU-B) designation under the Beaver Bank, Hammonds Plains and Upper Sackville Municipal Planning Strategy (MPS) (Map 1)
Zoning	MU-1 (Mixed Use 1) Zone under the Beaver Bank, Hammonds Plains and Upper Sackville Land Use By-law (LUB)
Surrounding Uses	Mixed Use development including primarily single unit residential development. Power transmission lines are located along the northern and southern property lines.
Current Use	Single unit dwelling and amusement park consisting of: waterslides; Ferris wheel; go kart track; batting cages; video arcade; children's rollercoaster; wax museum; canteen; bumper boats and a swimming pool.

Enabling Policy

The Beaver Bank, Hammonds Plains and Upper Sackville MPS enables Community Council to consider, within the Mixed Use A, B and C and Rural Resource designations, proposed expansions of existing commercial recreation uses as well as the development of new commercial recreation uses by development agreement. The proposal may be considered by North West Community Council (NWCC), pursuant to Policies P-27 and P-137 of the Beaver Bank, Hammonds Plains and Upper Sackville MPS (Attachment C). The intent of the policies is to allow for commercial recreation development, provided such uses are considered in areas that have a high commercial recreation potential and which can be developed while minimizing negative impacts on the natural environment and adjacent development.

Proposal

The proposed expansion consists of additions to the parking area and existing structures including: the wax museum building; the canteen; and the existing single unit dwelling. In addition to expanding existing uses, the applicant has proposed new uses including: new amusement rides (approximately 10 in total) and waterslides (approximately 7). A site plan of existing and proposed uses is attached as Map 3.

Existing Development Agreement

Under the terms of the existing development agreement, expansions to existing structures and new uses are not permitted. Further, the existing development agreement was written and approved approximately 25 years ago. The changes required to amend the existing agreement represent a substantial amendment, therefore the creation of a new agreement serves to better achieve the administration of the

development proposal. A discharge of the existing agreement and amending agreement from the Lands is recommended (Attachment B) should Community Council so choose to approve the proposed agreement.

DISCUSSION

The proposal has been reviewed relative to the applicable policies of the Beaver Bank, Hammonds Plains and Upper Sackville MPS. Policy P-27 sets out specific criteria for commercial recreation development, while policy P-137 includes more general criteria that apply to the implementation of various MPS policies. The proposal is reasonably consistent with all applicable policies of the Beaver Bank, Hammonds Plains and Upper Sackville MPS.

The following matters, including some applicable criteria from policy P-27, have been identified for more detailed discussion. A more detailed review of additional criteria is set out in Attachment C.

Location Suitability

Policy P-27 requires that commercial recreation uses are considered on sites that exhibit characteristics which make the location particularly suitable. The subject property has been in operation for over 25 years as an amusement park. The proposal represents a substantial expansion to the existing commercial recreation use; however it is to be accommodated on a large site that measures approximately 25 acres (10 hectares) in total area. This large property provides considerable space and adequate separation distance to accommodate the proposed uses. Many portions of the site contain existing mature tree stands which serve to reduce potential noise and light generated by the proposed development. In addition to the existing physical characteristics of the subject site, the development agreement includes controls which require large property line setbacks of 10 and 20 meters. These setbacks are enhanced through required non-disturbance areas located along the north, south and eastern property lines. The areas of non-disturbance are referenced on Schedule C of the proposed development agreement (Attachment A).

Reducing Potential Impact on Adjacent Development

Policy P-27 requires that measures be taken to mitigate potential noise and visual intrusion. The proposed development agreement contains provisions which require that proposed buildings and amusement rides are set back an adequate minimum distance from property lines. Hours of operation prescribed in the proposed development agreement reinforce daytime use. The development agreement also requires that proposed lighting on the site be shielded and directed to driveways, parking areas and building entrances so as to divert light away from Hammonds Plains Road and adjacent properties. New amusement rides will be permitted, but as is the case for the full operation, these will be subject to the requirements of the HRM Noise By-law (By-law Number N-200). In addition, larger rides measuring more than 16.7 meters (55 feet) in total height will be subject to consideration through an amendment to the development agreement to ensure proper siting and potential visual impact is limited.

Traffic, Access and Sighting Distance

A traffic impact statement (TIS) was submitted by the Applicant. Staff has reviewed the TIS and accepts its findings. As proposed, the expansion of existing buildings and the addition of new amusement rides are not anticipated to have a significant impact on Lucasville Road and the local road network. However, any proposed use, facility or amusement ride that does not meet the requirements of the proposed development agreement may require an amendment to the agreement, which will require a planning application and an analysis of traffic.

On-site sewerage and water services

The subject property is located within the municipal water service boundary and is serviced with municipal water. Sewage is accommodated through an on-site sewage disposal system. Approval of the on-site sanitary system is administered by the Province of Nova Scotia through the department of Nova Scotia Environment. As per section 1.3.2 of the proposed development agreement, the developer is responsible

for securing all applicable approvals associated with the on-site and off-site servicing systems required to accommodate the development.

Environmental Considerations

Policy P-27(j) requires that consideration be given to potential environmental concerns related to the proposed development and in particular, potential effects on watercourses. The proposed development agreement contains measures which help mitigate potential impact of the development on the environment. As per section 3.2 of the proposed development agreement, prior to the issuance of any development permits, the developer is required to submit an overall site disturbance plan, a stormwater management plan and an erosion and sedimentation control plan. Further, the applicant is required to maintain a non-disturbance area of 20 meters (66 feet) on either side of the watercourse identified on the property as identified on Schedule C of the proposed development agreement (Attachment A).

Development Agreement

The proposed Development Agreement, contained in Attachment A of this report, includes site-specific controls and specifications that address the following matters:

Height

The development agreement requires that new buildings shall not exceed a maximum height of 10.6 meters (35 feet). New amusement rides or proposed expansions to existing amusement rides are permitted up to maximum of 16.7 meters (55 feet).

Potential Noise and Visual Impact

Non-disturbance areas are required along the eastern, southern and northern property boundaries as a means of maintaining a visual and audible buffer between the proposed development and neighbouring properties. The proposed agreement also prescribes hours of operation and specifies that the development may operate between the hours of 8:00 am and 9:00 pm Monday to Sunday.

Parking

The proposed development agreement requires a minimum of two-hundred and sixty (260) spaces. The parking area is required to be maintained with a stable surface that is treated to prevent the raising of dust or loose particles.

Non-Substantive Amendments

The proposed development agreement includes options for various non-substantive amendments by resolution of Council, including an increase of no more than 15% to the maximum permitted height as prescribed in the agreement, signage details, and changes to timeframes for development.

North West Planning Advisory Committee

The North West Planning Advisory Committee (NWPAC) reviewed this application on April 2, 2014. The committee recommended that North West Community Council approve the application contingent upon further consideration of: traffic and access; the adequacy of the on-site sewage disposal system, and; the protection of watercourses as it relates to stormwater management. The Committee's concerns with respect to the proposed development have been addressed. The results are included in the Discussion Section of this report. A report from the PAC will be provided to Community Council under separate cover.

Conclusion

Staff advise that the proposed development agreement is consistent with the MPS for Beaver Bank, Hammonds Plains and Upper Sackville. It is recommended that North West Community Council approve the proposed development agreement and discharging agreement as contained in Attachments A and B of this report.

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 proposed development agreement. The administration of the proposed development 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 February 20, 2012 (See Attachment D for Minutes). The length of time this file has remained open is not typical, but was the result of ongoing discussions and revisions to the proposed development. Some features of the proposal have been removed including the proposed recreation vehicle and camping area. Since consultation in 2012, no new additions or uses have been proposed as part of the application. Notice of the Public Information Meeting was posted on the HRM Website, in the newspaper, and mailed to property owners within the notification area as shown on Map 2.

A public hearing must be held by Community Council before they can consider approval of the Development Agreement. Should Community Council decide to proceed with a public hearing on this application, in addition to the published newspaper advertisements, property owners within the notification area shown on Map 2 will be notified of the hearing by regular mail.

The proposed development agreement will potentially impact local residents, property owners and adjacent businesses.

ENVIRONMENTAL IMPLICATIONS

The proposal meets all relevant environmental policies contained in the MPS. No additional concerns have been identified beyond those raised in this report.

ALTERNATIVES

1. Community Council may choose to refuse the proposed Development Agreement as set out in Attachment A of this report and, in doing so, must provide reasons why the development agreement does not reasonably carry out the intent of the MPS. A decision of Council to reject the development agreement is appealable to the N.S Utility and Review Board as per Section 262 of the *HRM Charter*.
2. Community Council may choose to approve the proposed development agreement subject to modifications. This may necessitate further negotiation with the Developer, a supplementary staff report and may require an additional Public Hearing. A decision of Council to approve the development agreement is appealable to the N.S Utility and Review Board as per Section 262 of the *HRM Charter*.
3. Community Council may choose to refuse to approve the proposed discharging development agreement and, in doing so, must provide reasons why the agreement does not reasonably carry out the intent of the MPS. A decision of Council to reject this discharging development agreement, is appealable to the N.S Utility and Review Board as per Section 262 of the *HRM Charter*.

ATTACHMENTS

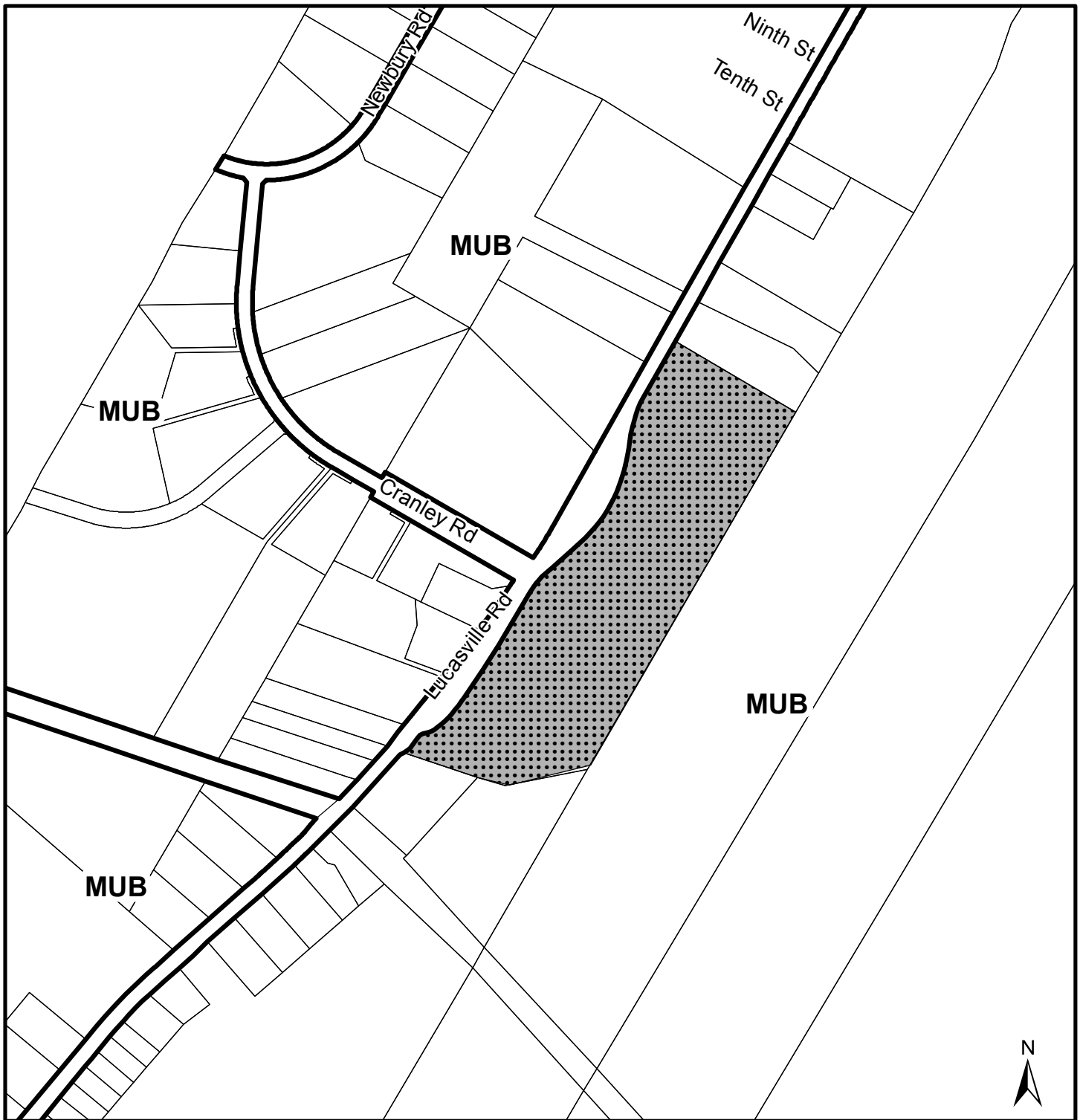
Map 1	Generalized Future Land Use
Map 2:	Zoning and Notification
Map 3:	Proposed Site Plan
Attachment A:	Proposed Development Agreement
Attachment B:	Proposed Discharging Agreement
Attachment C:	Beaver Bank, Hammonds Plains and Upper Sackville Policy Evaluation
Attachment D:	Minutes of the Public Information Meeting

A copy of this report can be obtained online at <http://www.halifax.ca/commcoun/index.php> then choose the appropriate Community Council and meeting date, or by contacting the Office of the Municipal Clerk at 902.490.4210, or Fax 902.490.4208.

Report Prepared by: Tyson Simms, Planner 1, 902.490.4843


Original Signed

Report Approved by: _____
Kelly Denty, Manager of Development Approvals, 902.490.4800



Map 1 - Generalized Future Land Use


1200 Lucasville Road
Hammonds Plains

 Subject Property

Designation

MU-B Mixed Use B

0 50 100 150 200 250 m

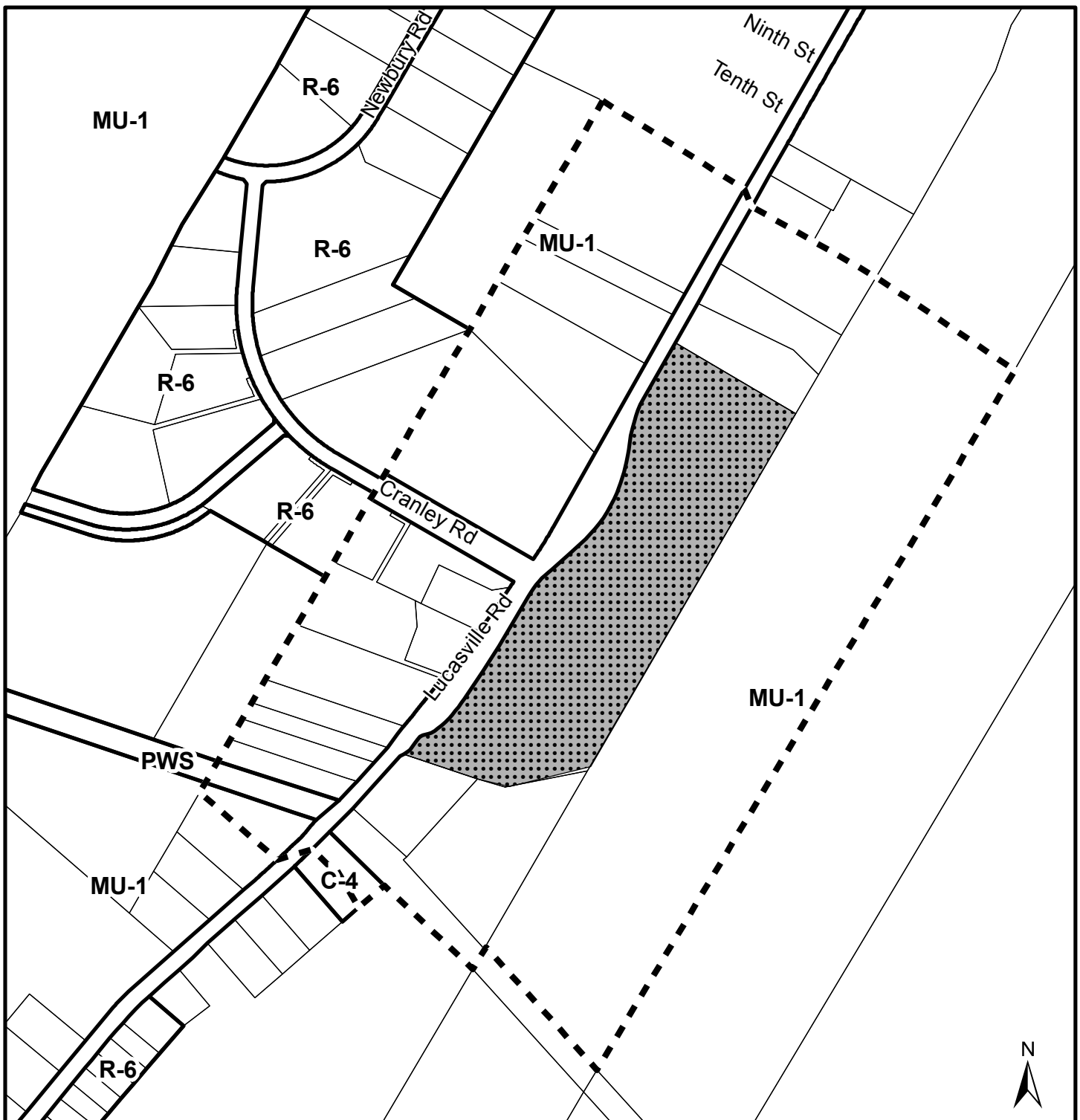


HALIFAX

Beaver Bank, Hammonds Plains
and Upper Sackville Plan Area

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

1200 Lucasville Road
Hammonds Plains

HALIFAX


 Subject Property

 Area of notification

Zones

MU-1 Mixed Use 1 Zone
R-6 Rural Residential Zone
C-4 Highway Commercial Zone

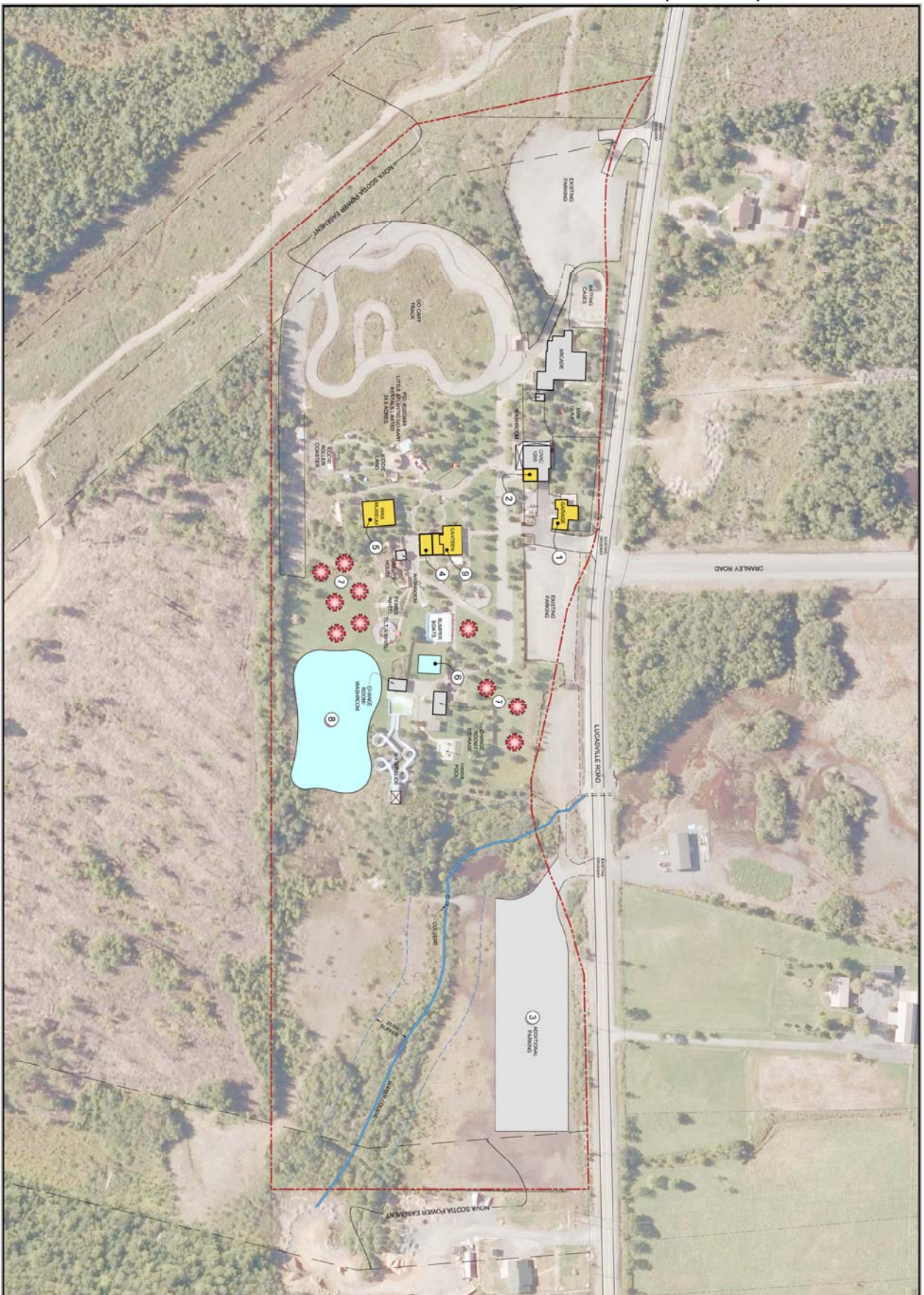
0 50 100 150 200 250 m



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

Beaver Bank, Hammonds Plains
and Upper Sackville Land Use By-Law Area

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



FUTURE DEVELOPMENT

1. 2nd STOREY ADDITION AND EXPANSION
2. TWO NEW BAYS FOR GARAGE
3. PARKING LOT
4. BUILDING FOR NEW ATTRACTION (e.g. FUN HOUSE)
5. 2nd STOREY ADDITION TO EXIST. WALK MUSEUM
6. SWIMMING POOL
7. NEW AMUSEMENT RIDES
8. NEW WATER SLIDES
9. 2nd STOREY ADDITION AND EXPANSION

- Land Area

- Land Area - 100,244 m² / 24.8 Acres

SOURCES

- PLAN BASED ON "THOMPSON CONN LIMITED LOCATION CERTIFICATE, DATED 21 JANUARY 2002 CAD FILE: 10793LC.DWG"

Design: KWATERS
 Planner: BMOBRISON

**CONCEPT PLAN
FUTURE DEVELOPMENT
HAMMONDS PLAINS, NOVA SCOTIA**

ATLANTIC PLAYLAND

SCALE NORTH



1 SPECIFIC LANE DRIVE
SUITE 500 • CALCAHAN, NJ 07008
PHONE: 908.835.9955 • FAX: 908.835.5145 • WWW.WSPGROUP.COM

**Attachment A:
Proposed Development Agreement**

THIS AGREEMENT made this ____ day of _____, 2015,

BETWEEN:

INSERT NAME OF CORPORATION/BUSINESS LTD.

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

OF THE FIRST PART

- and -

HALIFAX REGIONAL MUNICIPALITY

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

OF THE SECOND PART

WHEREAS the Developer is the registered owner of certain lands located at 1200 Lucasville Road, Hammonds Plains and which said lands are more particularly described in Schedule A and shown on Schedule B (hereinafter called the "Lands");

AND WHEREAS the Developer has requested that the Municipality enter into a Development Agreement to allow for an amusement park on the Lands pursuant to the provisions of the *Halifax Regional Municipality Charter* and pursuant to Policies P-27 and P-137 of the Beaver Bank, Hammonds Plains and Upper Sackville Municipal Planning Strategy and Section 3.6 (a) of the Beaver Bank, Hammonds Plains and Upper Sackville 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 17361.

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

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 Beaver Bank, Hammonds Plains and Upper Sackville 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) "Amusement Park" means a commercially operated amusement park and such related uses, accessory buildings or structures as permitted by this agreement.
- (b) "Existing Buildings" means any buildings identified as such on Schedule B.

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 17361:

Schedule A	Legal Description of the Lands
Schedule B	Site Plan – Plan Number 17361-01
Schedule C	Preliminary Landscaping Plan – Plan Number 17361-02

3.2 Requirements Prior to Approval

- 3.2.1 Prior to the issuance of the first Development Permit, the Developer shall provide the Development Officer with a Landscaping Plan in accordance with Section 3.7.2 of this Agreement.
 - 3.2.2 At the time of issuance of the first Occupancy Permit, the Developer shall provide the following to the Development Officer, unless otherwise permitted by the Development Officer:
 - (a) Written confirmation from a Professional Engineer which the Development Officer may accept as sufficient record of compliance with the Erosion and Sedimentation Control Plan required pursuant to this Agreement;
 - (b) Written confirmation from a Professional Engineer which the Development Officer may accept as sufficient record of compliance with the Stormwater Management Plan required pursuant to this agreement; and
 - (c) Written confirmation from a Landscape Architect which the Development Officer may accept as sufficient record of compliance with the Landscaping Plan required pursuant to this agreement.
 - 3.2.3 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 developer shall develop the lands in a manner, which in the opinion of the Development Officer, is in conformance with Schedule B of this agreement.
 - 3.3.2 The use(s) of the Lands permitted by this Agreement are the following:
 - (a) Uses and related facilities in conformance with Schedule B of this Agreement;
 - (b) Existing buildings as indicated on Schedule B of this Agreement;

- (c) Existing Residential Dwelling Unit identified as "Civic 1200" on Schedule B of this Agreement;
- (d) An expansion to the existing residential dwelling unit identified as "Civic 1200" on Schedule B of this Agreement; and
- (e) Subject to the requirements of the National Building Code and all related requirements, the conversion of the existing single unit dwelling, identified as "Civic 1200" on Schedule B of this agreement, to permit an additional residential unit, for a total of 2 residential units.

3.4 Siting and Architectural Requirements

Siting

3.4.1 All buildings shall be sited as generally shown on Schedule B of this Agreement and subject to the following requirements:

- (a) No portion of any proposed amusement ride, building, facility or expansion to an existing building shall be located within the non-disturbance areas identified on Schedule C of this agreement; and

Height

3.4.2 New buildings shall not exceed a maximum height of thirty-five (35) feet, with the following exception:

- (a) New amusement rides or expansions to existing amusement rides, including but not limited to any proposed waterslide structure, shall not exceed a total height of 16.7 meters (55 feet).

Functional Elements

3.4.3 Rooftop equipment, including, but not limited to, satellite and other telecommunication equipment, air handling units, cooling towers and exhaust fans shall be screened (visually) from Lucasville Road and adjacent properties. The screening shall include but not be limited to parapets and enclosures. Building screens shall be part of the architectural design with similar detailing and materials and not appear as add-ons.

3.5 PARKING, CIRCULATION AND ACCESS

Parking

3.5.1 The parking area shall be sited as shown on Schedule B.

3.5.2 The parking area shall provide a minimum of two-hundred and sixty (260) spaces.

3.5.3 The parking lot shall be maintained with a stable surface that is treated to prevent the raising of dust or loose particles.

Driveway

3.5.4 The Driveways as identified on Schedule B shall be constructed to comply with the requirements of the National Building Code for required access routes for Fire Services.

3.6 OUTDOOR LIGHTING

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

3.7 LANDSCAPING

3.7.1 All plant material shall conform to the Canadian Nursery Trades Association Metric Guide Specifications and Standards and sodded areas to the Canadian Nursery Sod Growers' Specifications.

Landscape Plan

- 3.7.2 Prior to the issuance of a Development Permit, the Developer agrees to provide a Landscape Plan which complies with the provisions of this section and conforms with the overall Preliminary Landscape Plan shown on Schedule C. The Landscape Plan shall be prepared by a Landscape Architect and comply with all provisions of this section.

Landscape Plan Details

- 3.7.3 Planting details for each type of plant material proposed on the plan shall be provided, including species list with quantities, size of material, and common and botanical names (species and variety).
- 3.7.4 All landscaped areas, as shown on Schedule C, shall be grassed, or alternatively, shall incorporate the use of natural ground covers such as water features, stone (washed or flat), mulch, perennials, annuals and features deemed acceptable by the Municipality.

Landscaping in Non-Disturbance Areas

- 3.7.5 Notwithstanding Section 3.8, the Developer may provide additional landscaping within the Non-Disturbance Area, identified as "Area A" in Schedule C.

Compliance with Landscaping Plan

- 3.7.6 At the time of issuance of the first Occupancy Permit the Developer shall submit to the Development Officer a letter prepared by a Landscape Architect certifying that all landscaping has been completed according to the terms of this Development Agreement.
- 3.7.7 Notwithstanding Section 3.2.2, if the weather and time of year does not allow the completion of the outstanding landscape works at the time of issuance of the Occupancy Permit, the Developer may supply a security deposit in the amount of 110 percent of the estimated cost to complete the landscaping. The cost estimate is to be prepared by a member in good standing of the Canadian Society of Landscape Architects. The security shall be in favour of the Municipality and shall be in the form of a certified cheque or automatically renewing, irrevocable letter of credit issued by a chartered bank. The security shall be returned to the Developer only upon completion of the work as described herein and illustrated on the Schedules, and as approved by the Development Officer. Should the Developer not complete the landscaping within twelve months of issuance of the Occupancy Permit, the Municipality may use the deposit to complete the landscaping as set out in this section of the Agreement. The Developer shall be responsible for all costs in this regard exceeding the deposit. The security deposit or unused portion of the security deposit shall be returned to the Developer upon completion of the work and its certification.

3.8 Non-disturbance Areas

The Developer agrees that the non-disturbance areas, identified on Schedule C, shall be identified on all subdivision, landscaping and site plans submitted to the Municipality. 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 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 3.9, the Developer shall replace each tree with a new tree of 1 ½ inch (38mm) calliper for every one removed or damaged, as directed by the Development Officer; or
- (b) 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. Certified Arborist, Forester or Forestry Technician, Landscape Architect) prior to granting approval under this clause; or

- (c) The landscaping of the non-disturbance zone as per Section 3.7.5.

3.9 MAINTENANCE

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

3.10 SIGNS

- 3.10.1 A maximum of one (1) ground sign shall be permitted on the Lands for the Amusement Park. The ground sign shall be located as shown on Schedule C, provided the ground sign:

- (a) does not exceed 3.6 m (12 ft.) in vertical height above established grade and is wholly contained on the subject property, and 6 m (19.6 ft.) from the northern, southern and/or western property lines.
- (b) does not exceed a sign face width of 1.5 m (5 ft); and
- (c) is not internally illuminated or backlit.

Sign Landscaping

- 3.10.2 As part of the required landscaping, the entire base of the ground sign shall be shall be grassed, or alternatively, shall incorporate the use of natural ground covers such as mulch, perennials, annuals and features deemed acceptable by the Municipality

3.11 SCREENING

Refuse containers located outside any building shall be fully screened from adjacent properties and from streets by means of opaque fencing or masonry walls with suitable landscaping.

3.12 HOURS OF OPERATION

- 3.12.1 The Amusement Park shall be permitted to operate between the hours of 8:00 am and 9:00 pm Monday to Sunday, with the following exceptions:
- 3.12.2 Hours of operation shall conform with all relevant Municipal and Provincial legislation and regulations, as may be amended from time to time.

PART 4: STREETS AND MUNICIPAL SERVICES

General Provisions

- 4.1 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

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

Outstanding Site Work

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

On-Site Sanitary System

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

Solid Waste Facilities

- 4.5 Buildings shall include designated space for stream source separation services in accordance with the Solid Waste Resource Collection and Disposal By-law (By-law Number S-600). This designated space for source separation services shall be shown on any submitted building plans and approved by the Development Officer and Building Inspector in consultation with Solid Waste Resources.
- 4.6 Refuse containers and waste compactors shall be confined to the loading areas of buildings, and shall be screened from public view where necessary by means of opaque fencing or masonry walls with suitable landscaping.
- 4.7 All refuse and recycling materials shall be contained within a building, or within suitable containers which are fully screened from view from any street or sidewalk. Further, consideration shall be given to locating of all refuse and recycling material to ensure minimal affect on abutting property owners by means of opaque fencing and suitable landscaping.

PART 5: ENVIRONMENTAL PROTECTION MEASURES

Erosion and Sedimentation Control and Grading Plans

- 5.1 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.

Stormwater Management Plans

- 5.2.1 The Developer shall engage a Professional Engineer to prepare a Stormwater Management Plan which identifies structural and vegetative stormwater management measures such as, infiltration, retention, and detention controls, wetlands, vegetative swales, filter stripes, and buffers to minimize any significant adverse impacts on receiving watercourses during and after construction. The plans shall indicate the sequence of construction, the areas to be disturbed, all proposed erosion and sedimentation and control measures and stormwater management measures which are to be in place prior to and during development. The Stormwater Management Plan shall conform with the following:
- (a) schematics and information presented on Schedule B, and;
 - (b) requirements of the Nova Scotia Department of the Environment and the Municipal Service Systems Manual.
- 5.2.2 The Developer agrees to construct at its own expense the Stormwater Management System pursuant to this section. The Developer shall provide certification from a qualified professional that the system has been constructed in accordance with the approved design.

Non Disturbance Areas

- 5.3.1 Notwithstanding Schedule C, Non-disturbance areas located along any wetland and/or watercourse on the subject property shall be a minimum of 66 feet (20 m) and shall adhere to the provisions of Section 3.9 and the Beaver Bank, Hammonds Plains and Upper Sackville Land Use By-law.
- 5.3.2 All grading plans shall indicate areas where existing vegetation is to be maintained and areas to be protected from disturbance.
- 5.3.3 If trees are removed or tree habitat damaged beyond repair in the non-disturbance areas, the Developer or the land owner shall replace the trees, two new trees of ½ inch (38mm) caliper for every one removed or damaged, as directed by the Development Officer.

Contaminants

- 5.4 All/any removed contaminants shall be disposed of according to applicable guidelines and regulations of the Nova Scotia Department of Environment.

Compliance

- 5.5 If the Developer fails at any time during any site work or construction to fully conform to the approval plans as required under Section 5, the Municipality shall require that the site and construction work cease, except for works which may be approved by the Development Engineer to ensure compliance with the Erosion Sedimentation Control Plan, Grading Plan, and Storm Water Management Plan.

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 7.5 of this Agreement;
- (c) An increase of no more than 15% to the maximum permitted height as identified in Section 3.4.3; and
- (d) Changes to the sign provisions as identified in Section 3.10 of this Agreement.

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 5 (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 the issuance of a Construction Permit.
- 7.3.3 For the purpose of this section, Council may consider granting an extension of the commencement of development time period through a resolution under Section 6.1 if the Municipality receives a written request from the Developer at least sixty (60) calendar days prior to the expiry of the commencement of development time period.

7.4. Completion of Development

Upon the completion 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; or
- (c) discharge this Agreement.

7.5 Discharge of Agreement

If the Developer fails to complete the development after 10 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

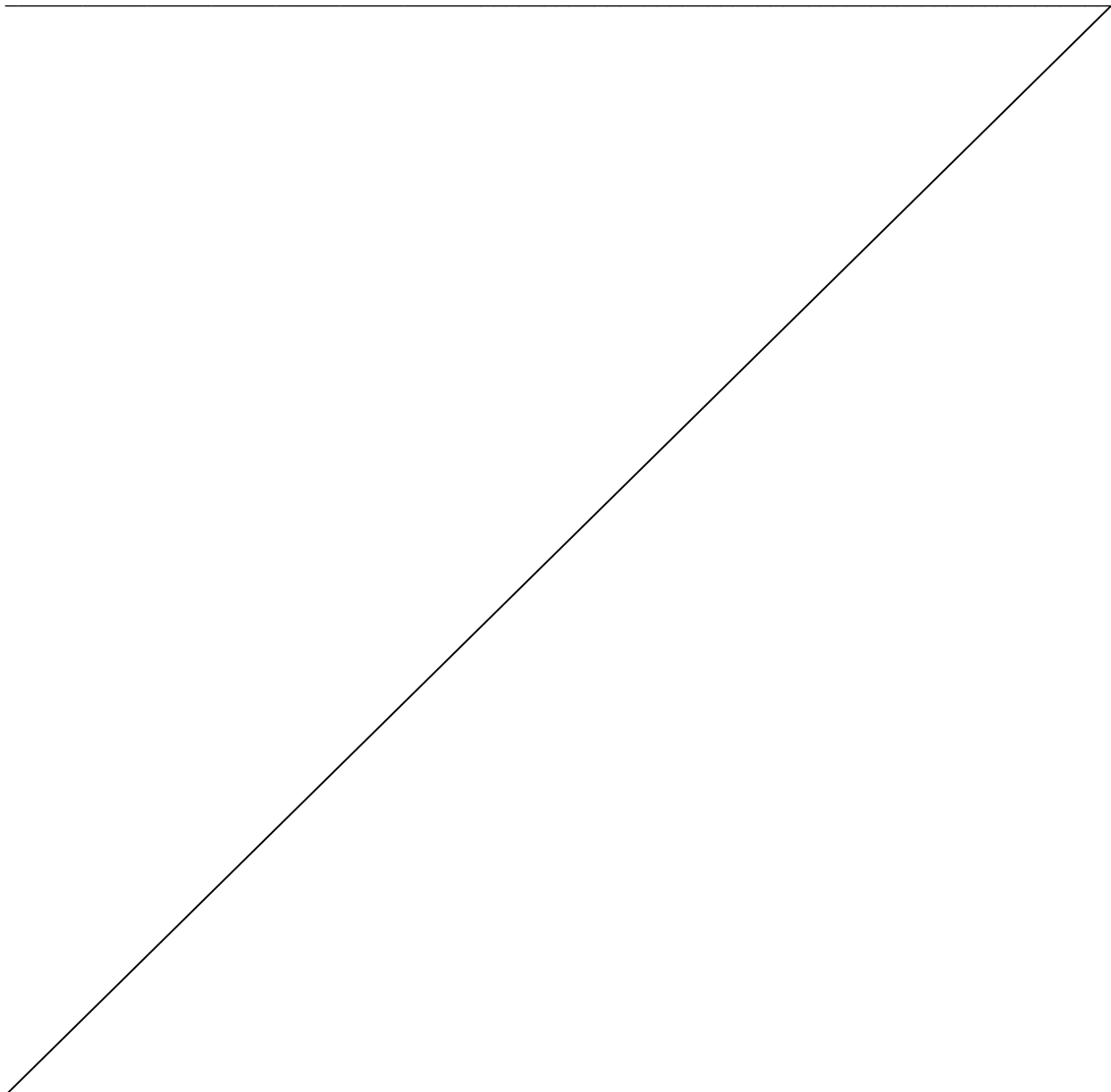
The Developer agrees that any officer appointed by the Municipality to enforce this Agreement shall be granted access onto the Lands during all reasonable hours without obtaining consent of the Developer. The Developer further agrees that, upon receiving written notification from an officer of the Municipality 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 14 days written notice of the failure or default, then in each such case:

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

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



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

SIGNED, SEALED AND DELIVERED in the presence of:

(Insert Registered Owner Name)

Witness

Per:_____

HALIFAX REGIONAL MUNICIPALITY

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

Witness

Per:_____
MAYOR

Witness

Per:_____
MUNICIPAL CLERK

 SITE BOUNDARY
 ADJACENT PROPERTY BOUNDARY
 WATER COURSE
 EXISTING BUILDINGS
 PROPOSED BUILDINGS / EXPANSIONS
 PROPOSED RIDE LOCATION (APPROXIMATE)

1. 2ND STOREY ADDITION AND EXPANSION
2. TWO NEW BAYS FOR GARAGE
3. PARKING LOT
4. BUILDING FOR NEW ATTRACTION (ie. FUN HOUSE)
5. 2ND STOREY ADDITION TO EXIST. WAX MUSEUM
6. SWIMMING POOL
7. NEW AMUSEMENT RIDES
8. NEW WATER SLIDES
9. 2ND STOREY ADDITION AND EXPANSION

SOURCE:
 * PLAN BASED ON THOMPSON.COM, LIMITED
 LOCATION CERTIFICATE DATED 21 JANUARY 2002
 DATED TEL: 07936.6100

Designer	KWALTERS	VERSION
Printer	BIRMINGHAM	1.3

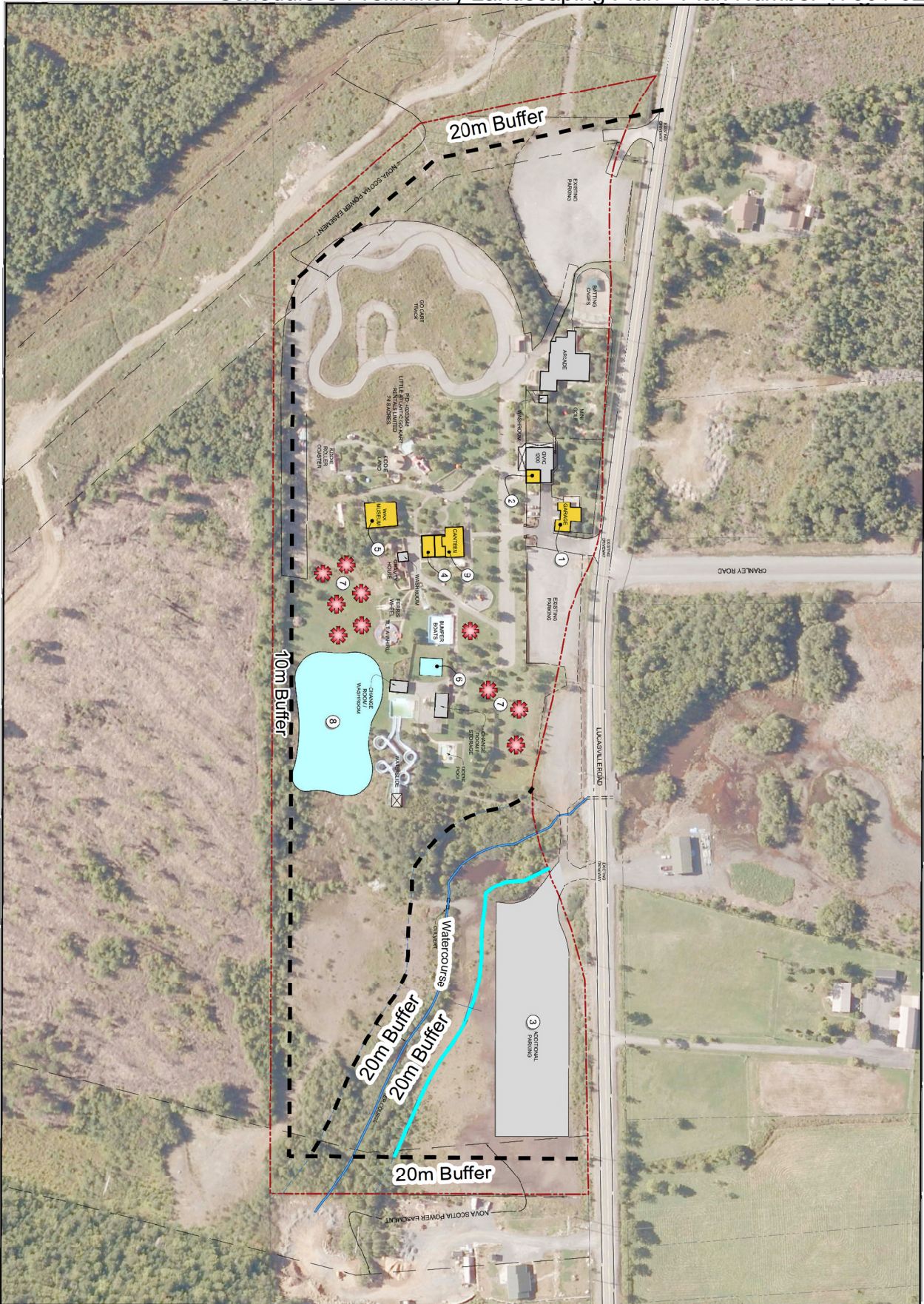
CONCEPT PLAN
FUTURE DEVELOPMENT
HAMMOND PLAINS, NOVA SCOTIA

ATLANTIC PLAYLAND

SCALE
OCTOBER 22, 2014
D41111592.V13

NORTH

WSP
1 PROJECT LOCATION DRIVE
DARTMOUTH, MASSACHUSETTS 01929
PHONE: (617) 958-1141 FAX: (617) 958-1497 WWW.WSPGROUP.COM



KEY PLAN

LEGEND

- SITE BOUNDARY
- ADJACENT PROPERTY BOUNDARY
- WATER COURSE
- EXISTING BUILDINGS
- PROPOSED BUILDINGS / EXPANSIONS
- PROPOSED RIDE LOCATION (APPROXIMATE)

FUTURE DEVELOPMENT

- 2nd STOREY ADDITION AND EXPANSION
- 2nd NEW BAY'S FOR GARAGE
- PARKING LOT
- NEW ADDITION (4 of 5 UNITS)
- 2nd STOREY ADDITION TO EXISTING BAY'S
- SWIMMING POOL
- NEW AMUSEMENT RIDE
- NEW WATER SLIDE
- 2nd STOREY ADDITION AND EXPANSION

SITE SUMMARY:

- Lot Area - 700,000 sq ft (2.0 Acres)
- Lot Area - 700,000 sq ft (2.0 Acres)

NOTES:

- 1. PLAN BASED ON THOMPSON CONSULTING LOCATION CENTRAL, DATED 21 JANUARY 2002
- 2. PLAN BASED ON THOMPSON CONSULTING LOCATION CENTRAL, DATED 21 JANUARY 2002
- 3. PLAN BASED ON THOMPSON CONSULTING LOCATION CENTRAL, DATED 21 JANUARY 2002

DESIGNER: KIMATTECH

PROJECT: ATLANTIC PLAYLAND

DATE: OCTOBER 22, 2014

SCALE: 1:1,000

NORTH

WSP

1000 WESTLAKE DRIVE
SUITE 100
VANCOUVER, BC V6L 3G9
PHONE: 604-261-8888 • FAX: 604-261-8889 • WWW.WSPGROUP.COM

That the Lands are hereby discharged from the Existing Agreement.

WITNESS that this Discharging Agreement, made in triplicate, was properly executed by the respective Parties on this _____ day of _____, 2015.

SIGNED, SEALED AND DELIVERED in the presence of:

(Insert Corporation Name and Registered Owner Name)

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

**Attachment C:
Beaver Bank, Hammonds Plains and Upper Sackville Policy Evaluation**

<p>Policy P-27: <i>Within the Mixed Use A, B and C Designations, it shall be the intention of Council through the land use by-law to provide for the continued use of commercial recreation uses to the extent they presently exist (Policy P-9 and P-12). Further, Council may consider any proposed expansion of existing commercial recreation uses as well as the development of new commercial recreation uses by development agreement and according to the provisions of the Municipal Government Act. In considering any new or expanded commercial recreation use, Council shall have regard to the following:</i></p>	
Policy Criteria	Comment
<i>(a) that the site exhibits characteristics which make the location particularly suitable for the proposed use;</i>	The subject site is currently home to an existing Amusement Park. The subject site has a total area of approximately 25 acres which allows for consideration of: buffering; appropriate setback distance; and the limiting of potential nuisance associated with the proposed use.
<i>(b) the potential for adversely affecting adjacent residential and community facility development by virtue of noise, visual intrusion, traffic generation and littering;</i>	The subject property is zoned MU-1 (Mixed Use 1) as are the majority of neighbouring properties. Provisions have been included in the proposed development agreement to limit potential nuisance and land use conflict such as noise, visual intrusion, traffic generation and littering. Specific provisions within the development agreement identify: appropriate buffering; setback requirements; hours of operation; noise compliance; and general maintenance of the site. Further, the proposed development agreement proposes a phased approach whereby additional information is required prior to consideration of proposed land uses deemed to be potentially intrusive to neighbouring residential development (ex: Amusement Rides greater than 55 feet in total height).
<i>(c) the provision of landscaping or buffering from adjacent development and the public road to which it has access in order to reduce the impact of the proposed development;</i>	The proposed development agreement contains provisions that require landscaping along the western property line (bounded by Lucasville Road), primarily along the primary entrance to the site. Further, where possible vegetation has been retained to serve as mature tree buffers along various portions of the subject property.
<i>(d) the availability of a site and site design which will entirely contain all aspects of the operation within the boundary of the proposed site;</i>	The draft development agreement contains provisions which require the retention of existing vegetation along the front (west) property line fronting along Lucasville Road, the eastern (rear) property line and north (side) property line. Specifically, the development agreement requires that no existing vegetation be removed within 10 -

	20 meters of any property line. Retention of these areas will help to contain all aspects of the operation within the boundary of the site.
<i>(e) the impact on traffic circulation and in particular sighting distances and entrances and exits to the site.</i>	The applicant has submitted a traffic impact statement which identifies anticipated traffic (vehicle trips), sighting distances and site access and egress. HRM staff are in accordance with the findings of the statement.
<i>(f) the layout and design of the facility;</i>	As proposed and as required by the development agreement, the site and future development of the site has been concentrated in the center of the subject site. This will help to ensure the proposed facilities and amusement rides associated with the proposal are concentrated in a central location. This will further help to ensure the operation is contained within the boundary of the site.
<i>(g) general maintenance of the facility;</i>	As per provisions of the proposed development agreement, five stream source separation will be required at various locations of the site including; at the park main entrance, all washroom facilities, change rooms, the proposed canteen and the proposed fun house attraction. Further, open storage of all equipment associated with the maintenance of the site shall be screened and stored away from public view, the general public and patrons.
<i>(h) where any sewage treatment plant is proposed, the location and level of treatment of the sewage treatment plant;</i>	The proposed development agreement requires that prior to the issuance of a development permit for the proposed addition to the existing residence or newly proposed waterslide, that the applicant provide the development officer with all necessary approvals from Nova Scotia Environment to qualify that the on-site sewage infrastructure is capable of servicing the proposed development.
<i>(i) that the appearance of all buildings and structures related to the use shall be compatible with the surrounding area in terms of scale, exterior finish and signage;</i>	As proposed, the residence is viewed as compatible with surrounding single unit dwellings. The exterior finish of all proposed amusement rides should be in keeping with the aesthetic of existing facilities and rides associated with the existing amusement park. Height of any proposed amusement ride shall not exceed the height of the existing waterslide (approximately 55 feet). All proposed amusement rides shall maintain a minimum setback from any property line of 20 meters and shall be sited as required by the development agreement (in a central location as specified on Schedule B of the development agreement). Existing signage shall be permitted on the subject site. Proposals for new

	signage shall be subject to the land use by-law requirements for signage. As per Section 6 of the development agreement, applications for new signage which do not satisfy the requirements of the Land Use By-law may be considered through a non-substantive amendment to the development agreement.
<i>(j) an assessment of environmental concerns related to the proposed development and in particular, potential effects on watercourses;</i>	A watercourse is located on the subject site, crossing under the Lucasville Road and running in a west to north east direction. The subject watercourse has been identified on Map 3, Schedule B and C of the development agreement (Attachment A). As per the requirements of the development agreement, the watercourse will be subject to the watercourse setback requirements of the Land Use By-law and Regional Municipal Planning Strategy. Further, the development agreement includes provisions for areas of non-disturbance which serve to further protect watercourses on the subject property.
<i>(k) the requirement for any applicable provincial approvals;</i>	Section 1.3 of the proposed development agreement requires that the developer shall comply with any applicable statute or regulation of the Provincial Government as may be amended from time to time.
<i>(l) hours of operation; and</i>	Section 3.13 of the proposed development agreement contains requirements regarding the permitted hours of operation. In brief, the amusement park shall be permitted to operate between the hours of 8:00 am and 9:00 pm Monday to Sunday.
<i>(m) the provisions of Policy P-137.</i>	...

Policy P-137: *In considering development agreements and amendments to the land use by-law, in addition to all other criteria as set out in various policies of this Plan, Council shall have appropriate regard to the following matters:*

Policy Criteria	Comment
<i>(a) that the proposal is in conformity with the intent of this Plan and with the requirements of all other municipal by-laws and regulations;</i>	The proposal is in conformity with the intent of the MPS and Policy which allows for the consideration of commercial recreation uses and associated development. The proposal meets all requirements of the Beaver Bank, Hammonds Plains and Upper Sackville LUB with the exception of the maximum building height requirement (35

	feet), which has been relaxed by an additional 20 feet to accommodate proposed amusement rides and waterslides.
<i>(b) that the proposal is not premature or inappropriate by reason of:</i>	...
<i>(i) the financial capability of the Municipality to absorb any costs relating to the development;</i>	No concerns were identified regarding potential financial implications for HRM.
<i>(ii) the adequacy of central or on-site sewerage and water services;</i>	The subject property is located within the municipal water service boundary and is serviced with municipal water. Sewage is accommodated through an on-site sanitary system. As per section 1.3.2 of the proposed development agreement, the developer is responsible for securing all applicable approvals associated with the on-site and off-site servicing systems required to accommodate the development.
<i>(iii) the adequacy or proximity of school, recreation or other community facilities;</i>	Not applicable.
<i>(iv) the adequacy of road networks leading or adjacent to or within the development; and</i>	Information pertaining to the adequacy of road networks leading or adjacent to or within the development is provided above (Policy P-27(e)).
<i>(v) the potential for damage to or for destruction of designated historic buildings and sites.</i>	Not applicable.
<i>(c) that controls are placed on the proposed development so as to reduce conflict with any adjacent or nearby land uses by reason of:</i>	...
<i>(i) type of use;</i>	As stated above, under this policy review, specifically sections (b), (c), (d), (e) and (i) of Policy 27, provisions have been placed within the development agreement to ensure consideration of the type of use, bulk and scale of the proposed use, traffic, access to and egress from the site, open storage, and signage.
<i>(ii) height, bulk and lot coverage of any proposed building;</i>	The proposed development agreement requires: minimum building setbacks from adjacent properties and maximum total height requirements. Building location and scale shall be as generally

	shown on Attachments B and C of the proposed development agreement.
<i>(iii) traffic generation, access to and egress from the site, and parking;</i>	Discussed above.
<i>(iv) open storage;</i>	The proposed agreement requires that landscaping measures be planned and certified by a Landscape Architect. Open storage is not permitted.
<i>(v) signs; and</i>	The proposed development agreement allows for the continued use of the existing ground sign, however, if removed, new applications for signage will be subject to requirements as identified under Section 3.11 of the proposed development agreement.
<i>(vi) any other relevant matter of planning concern.</i>	Section 3.7 of the development agreement contains provisions which require downcast lighting so as to reduce impact on adjacent or nearby land uses.
<i>(d) that the proposed site is suitable in terms of the steepness of grades, soil and geological conditions, locations of watercourses, marshes or bogs and susceptibility to flooding.</i>	No concerns have been identified.
<i>(e) Within any designation, where a holding zone has been established pursuant to "Infrastructure Charges - Policy P-81", Subdivision Approval shall be subject to the provisions of the Subdivision By-law respecting the maximum number of lots created per year, except in accordance with the development agreement provisions of the MGA and the "Infrastructure Charges" Policies of this MPS. (RC-Jul 2/02;E-Aug 17/02)</i>	Not applicable.

**Attachment D
Minutes of the Public Information Meeting**

**HALIFAX REGIONAL MUNICIPALITY
Public Information Meeting
Case No. 17361**

**Monday, February 20, 2012
7:00 p.m.
Wallace Lucas Community Centre**

STAFF IN

ATTENDANCE: Tyson Simms, Planner, HRM Planning Services
Alden Thurston, Planning Technician, HRM Planning Services
Cara McFarlane, Planning Controller, HRM Planning Services

ALSO IN

ATTENDANCE: Councillor Brad Johns, District 19
Councillor Peter Lund, District 23
Lalainya Biasotti, Applicant

PUBLIC IN

ATTENDANCE: Approximately 13

1. Call to order, purpose of meeting – Tyson Simms

Case 17361 pertains to a development agreement for 1200 Lucasville Road which is also known as the Atlantic Playland property.

The purpose of the public information meeting (PIM) is to inform the public that HRM has received an application, provide some background, and receive feedback, comments and questions with respect to the proposal. No decisions are made at the PIM.

The PIM agenda was reviewed.

Mr. Simms introduced Councillor Brad Johns, District 19; Councillor Peter Lund, District 23; Lalainya Biasotti, the applicant; Mat Whynott, MLA for Hammonds Plains/Lucasville; and Cara McFarlane and Alden Thurston, HRM Planning Services.

2. Overview of planning process – Tyson Simms

The PIM is the initial step in the development agreement process. From here staff will conduct an internal review of the application; Halifax Watershed Advisory Board (HWAB) will review the application because there is a watercourse on the property; staff will draft a staff report with a recommendation and a development agreement that will go to North West Planning Advisory Council (NWPAC); NWPAC makes a recommendation to North West Community Council (NWCC); NWCC will give first reading and schedule a public hearing where members of the public will have another opportunity to provide comments and ask questions; and as a last step in this process, there is an opportunity (within 14 days), through the Nova Scotia Utility and Review Board (NSURB) to appeal the decision of NWCC.

3. Presentation of Proposal – Tyson Simms

The property is located at 1200 Lucasville Road in Hammonds Plains, is approximately 24 acres in size, is designated Mixed Use B (as is the majority of properties in this area) and is zoned MU-1 (Mixed Use 1).

An aerial photograph with the site bounded in yellow was shown. The proposal is to enter into a new

development agreement to allow and consider the following uses: an expansion/addition of the amusement rides (up to ten rides at the site, one being a wooden roller coaster); an expansion of the water park area (an additional swimming pool and up to seven water slides); an additional parking area; the addition of a recreational vehicle and tenting lot (up to 75 spaces); and a renovation and expansion of the existing residence and accessory buildings (buildings that are accessory to the amusement park use such as a wax museum, canteen, etc.).

The site concept plan was shown.

There is policy within the Municipal Planning Strategy (MPS) that allows council to consider development agreements for commercial/recreational uses such as this. In doing so, staff will evaluate and consider: a) measures to mitigate noise, visual intrusion, traffic generation, and littering on/off the site; b) landscaping or buffering from adjacent development; c) impact on traffic circulation (staff will require a traffic impact statement to analyze the current flows of traffic and what is anticipated on the site); d) environment concerns (watercourse on site); and e) hours of operation.

4. Questions and Comments

Nick Antoft, Waterstone Village, a member of the Greater Hammonds Plains Community Association Traffic Committee - Lucasville, Hammonds Plains and Kearney Lake Roads are all truck restricted meaning that trucks are not to use these roads unless they have a stated purpose. It may make some challenges for large trucks towing RVs because in theory the only access to this area will be from Highway 101.

An HRM study he received today stated that in 2010 Lucasville Road, in this area, had 7105 vehicle movements per day which is probably 400 to 500 vehicles per hour during rush hour. The traffic can be concentrated by times. As part of the development of Margeson Drive, our community has actively worked with HRM and tried to come up with a solution. Margeson Drive will terminate on Cranley Drive, a residential area, just off the main entrance to the park. The committee hoped that HRM would move Margeson Drive further to the west by the power lines. He read a comment from a report written by Ken Reashor dated March 25, 2010, "This alignment was chosen for its intersection on the Lucasville Road which would create a major four lane intersection with good site distance." Mr. Antoft asked if, at the time, the vision for redevelopment of Atlantic Playland would be something other than commercial. The main entrance is a driveway. It is illegal, although the driveway is grandfathered, to be at an intersection. How is that going to work? Turning lanes will be needed to get onto Margeson Drive or Cranley Drive. What allowances and thought has gone into that? Vehicle traffic may end up on the shoulder of the road when RVs are attempting to turn in and out of the third entrance. How is this going to work? He read a report online that mentions Entrance 3 is fairly narrow and steep. A lot of thought will have to go into making that entrance wider and flatter so that people driving large RVs can negotiate them without causing traffic issues. He reiterated that there will be 400 to 500 car movements per hour at rush hour so there could be some challenges there. He is mainly concerned with vehicle movements. The office should be placed where people can pull off the road to reserve their spots. Unless good planning goes into the vehicle movement component, there will be huge safety issues and potentially tragedy. The broader question, although outside of this process, is whether or not the potential movement of this development forward will allow HRM to consider moving Margeson Drive further west.

Approved warning signs to notify an upcoming intersection are needed. He suggested that the passing zone at the third entrance be turned into a normal passing zone. The last 200 feet at the end Cranley Drive and Margeson Drive there are no street lights and that is a very dark area.

Is there a septic system for the RV park for dumping sewage? What about campers requiring shower facilities and so on?

Mr. Simms – The traffic impact statement (TIS), which is available on-line, does disclose some information. The proposed hours of operation on this site are from 10:00 am to 6:00 pm; therefore, the morning peak hours are less affected. The afternoon traffic that is generator will be affected so the road is something that has to be looked at. The TIS still needs to be reviewed by our engineering staff. A lot of these comments and questions will be raised during staff's review as well. The proposed site plan is still to some extent conceptual and can change prior to the end of the process. The study also identifies the

grade at Entrance 3 is a bit challenging as it exists especially for larger vehicle traffic. That is something the engineer will follow up with staff and the people who generated the report for solutions.

Mr. Antoft – Feels that people with RVs will want to get an early start, before 10:00 am, and pull out during morning rush hour traffic. He would like to see the traffic issues taken care of correctly.

Mr. Simms – with respect to the servicing, the applicant at this point has proposed this portion as not serviced. To some extent, there is a lot happening on the site, but it will be done through a phased approach and will be outlined in the development agreement that goes to NWCC. The camp portion is one of the latter phases. **Ian Biasotti, applicant**, said they will do whatever needs to be done to make it right if plans go ahead to do this. Mr. Simms mentioned that a stormwater management plan was required and provided for the site because of the watercourse. That plan will be posted on the website. Through that, the location of the proposed septic system for the site will be investigated. Although at this point, the proposal doesn't address this issue; therefore, it will have to be looked at prior to the application going to the HWAB.

Walter Regan, Sackville Rivers Association – What measures are being taken to address any acidic rock if found? **Mr. Simms** said there hasn't been any discussion regarding acidic rock but there may be when the application goes forward to the HWAB. At this point, the stormwater management plan shows essentially the existing storm flow on site and how it is proposed to be managed. From there, there can be discussions in terms of whether or not the agreement can focus on things specifically such as acidic slate.

Mr. Regan – Will there be more landscaping against Lucasville Road to make the site more attractive? **Mr. Simms** mentioned there is the ability, through the development agreement, to look at landscaping on the site. A preliminary landscaping plan may be required and further guidance in the agreement may be provided. The policy talks about retaining buffers and landscaped portions currently on the site to mitigate against noise and any potential nuisance to adjacent parcels.

Mr. Regan – Will the culvert between the new parking lot and RV parking have fish passage? Will it be built to 100 year standard? **Mr. Simms** said the plan is conceptual. Nova Scotia Department of Environment (NSDOE) has been consulted with regard to this crossing and watercourse. The minimum that would be required is a watercourse alteration permit; although, through the development agreement, certain consistent measures can be specified.

Mr. Regan – What is currently onsite for a septic field(s)? How or will they be expanded to accommodate the camping? Will the camping lots be overnight? What about washroom facilities? Will there be a sewer pump-out? **Mr. Simms** understands that the intention is to accommodate overnight guests at the site. **Ms. Biasotti** said whatever is needed, washroom facilities and showers, will be provided. **Mr. Biasotti** said that the existing septic system is behind the wax museum. It accommodates up to almost 50 toilets. **Ms. Biasotti** said there is also a second septic system. **Mr. Simms** said that in 1990, a development agreement was entered into which disclosed detail of the existing septic system. That agreement is outdated. **Ms. Biasotti** mentioned that a new septic system was put on the property last year. **Mr. Simms** said the stormwater management plan provides more detail. **Mr. Regan** would like for them to keep ahead of sewage failure. Pump-out is recommended every three years but with the facility being commercial, maybe every one or two years should be seriously considered. **Mr. Simms** is not sure if there is legal ability to have that in the contents of the development agreement.

Mr. Regan – Are there exceptions to changing grade or disturbing plantings that are in the 20 metre setback? The parking lot is within the 20 metres setback. **Mr. Simms** said that the Regional Plan identifies a 20 metre setback buffer essentially from any watercourse. Keep in mind that what the applicant has proposed is a conceptual layout. Yes, staff does have concern with this watercourse area which will be part of the review to make sure that the policy is not compromised. **Mr. Regan** would like to see tree planting against the brook or in that area as part of the upgrade to shade the water. **One resident** – There are beautiful birches along there. **Mr. Simms** said that existing vegetation is shown there as well.

Mr. Regan – The development is cut right to the property line. Is staff looking at that? **Mr. Simms** suspects that as part of the internal review, Development Services will have comments specific to having

an appropriate rear setback. Maintaining significant setbacks with property lines acts to essentially mitigate against noise and nuisance to adjacent parcels. The best way to do that is to retain existing vegetation and create a buffer zone at the property line.

Mr. Regan – Are there any other wet areas on the site? **Mr. Simms** doesn't believe other than the obvious watercourse. One area shown on the map, does not have a lot of vegetation, so that potentially could be a wet area.

Mr. Regan – Will there be gas supplied to the RVs? **Mr. Simms** said not at this point.

Mr. Regan – Does the stormwater run off drain from the parking lot, over the land or to a retention pond? **Mr. Simms** said there are no proposed features such as a retention pond. The plan tries to mitigate against flows entering into the watercourse through some grade alterations. The plan itself is privy to review by the HWAB. Through that review there could potentially be other measures looked at.

Mr. Regan – How many new parking spots will there be? How many parking spots in total? **Mr. Simms** said the applicant indicated there could be potentially up to 1000 parking spaces. The numbers have to be looked at more closely to see if they are accurate.

Mr. Regan – He is worried about the oil wash-off getting to the brook. **Mr. Simms** said the stormwater management plan doesn't speak specifically to some of the concerns but through review, HWAB may recommend measures to ensure protection of the watercourse.

Mr. Regan – Is this site on city water? **Mr. Simms** said water only. **Mr. Regan** asked if water will be pumped to the camping spots. **Mr. Simms** said it is not proposed to be at this point.

Councillor Peter Lund, District 23 – Why does the property line dip in the parking lot? Does HRM own it? **Mr. Simms** consulted with the engineering staff to try to determine why because no other properties along Lucasville Road appears like this. He believes the line has been like that for some time. The portion shown is really part of the right of way. Staff has gone back through many files to try to determine when and how that happened. Engineering staff aren't absolutely certain but it raises the point to look very closely at this area and see how it can be addressed through the agreement.

Councillor Lund – Other than the noise by-law, how would HRM assess potential noise from an amusement park? **Mr. Simms** explained that in terms of assessing noise, the agreement will refer to the noise by-law. Through the design of the proposal, measures will be sought to mitigate against potential noise. The proposed hours of operation are helpful. The policy is very strong on maintaining significant buffers.

Mat Whynott, MLA for Hammonds Plains/Upper Sackville – Is there an onsite sewage treatment plant? **Mr. Biasotti** said there is just the septic field which is one year old. **Mr. Simms** said one of the listed enabling criteria specifically addressed onsite septic design so that will be looked at quite carefully. The policy actually references onsite sewage treatment but doesn't necessarily require that level of treatment. Staff will receive comments from NSDOE on whether or not the existing system can accommodate what is proposed. **Mr. Whynott** asked when NSDOE gets involved. **Mr. Simms** said that NSDOE is part of the internal review. NSDOE is aware of this proposal and has provided preliminary comment on the culvert at this point but we will be looking for more comment with relation to the septic onsite.

Councillor Brad Johns, District 19 – Park usages, traffic, and sewage treatment facility would be limited to the season not just the hours. Is the applicant looking to change or expand what the current season is? **Mr. Simms** said there is no proposal to extend or reduce the season which is approximately 80 days.

Mr. Simms mentioned that Nova Scotia Power will provide comment as part of the internal review as there are two easements on the property.

Mr. Regan asked for clarification that there will be no overwintering of RV vehicles. **Mr. Simms** said there is no activity proposed for this site outside of the existing season. The agreement can speak to that.

Councillor Lund – Is there an existing development agreement that needs to be discharged and this is a

new one? **Mr. Simms** explained that in 1990, the MPS specified the use of policy P-20 which no longer exists and causing a challenge in amending the existing agreement. In 1990, there was an agreement negotiated for this site but did not provide much flexibility. Policy P-27 is now referred to; therefore, the existing agreement will be discharged and a new agreement entered into. Policy P-27 speaks to expanding existing commercial recreation uses.

Mr. Regan – Hopes that the major intersection created by Margeson Drive meeting up with Cranley Drive will be looked at very carefully. **Mr. Simms** said the development engineers will comment on that. These are questions that will be looked at in the next stage or so. The TIS briefly discussed the potential for a left-turn lane. Engineering will explore that further to determine if it is required.

Mr. Antoft – Reiterated that a lot of problems would be solved if Margeson Drive was moved west.

Mr. Whynott – Congratulated the applicant for the fact of taking something in the community and turning it into something that's positive. It will be good economic development for the area.

Councillor Johns – Reminded the public to keep themselves informed of the application throughout the process as concept plans can change by the time it goes to NWCC.

5. Closing Comments

Mr. Simms thanked everyone for their coming and providing their comments.

6. Adjournment

The meeting adjourned at approximately 7:52 p.m.