

**Harbour East-Marine Drive Community Council  
April 18, 2013**

**TO:** Chair and Members of Harbour East-Marine Drive Community Council

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

**DATE:** April 3, 2013

**SUBJECT:** Case 17463: Open Space Design Development Agreement – Seven  
Lakes, Porters Lake

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**ORIGIN**

Application by Genivar

**LEGISLATIVE AUTHORITY**

*HRM Charter, Part VIII, Planning & Development*

**RECOMMENDATION**

**It is recommended that Harbour East-Marine Drive Community Council:**

1. Give Notice of Motion to consider the development agreement contained in Attachment A to allow for a Classic Open Space Design development on the lands between Alps Road and Conrod Settlement Road as shown on Map 1, Porters Lake, and schedule a public hearing;
2. Approve the proposed development agreement contained in Attachment A to allow for a Classic Open Space Design development on the lands as shown on Map 1 between Alps Road and Conrod Settlement Road, Porters Lake; and
3. Require the development 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.



## **EXECUTIVE SUMMARY**

Genivar has submitted an application for a 634 unit classic form of open space design development in Porters Lake. Open space design development is an alternative to typical subdivision development enabled under the Regional Municipal Planning Strategy on most lands designated Rural Commuter. The subject lands are located east of Porters Lake, extending from Alps Road to Conrod Settlement Road, and total approximately 634 acres.

The development proposal conserves 60% of the lands as common open space while developing a variety of housing types, associated on-site services, and public and private parkland in the remaining 40% developable area. The proposed development agreement (Attachment A) provides for mixed clusters of single, two unit, townhouse and multiple unit dwellings accessed by a proposed public road which will be developed in phases within the conservation portion of the lands. Terms of the proposed development agreement contain provisions regarding land use, the public road, public parkland, environmental protection, minor amendments and administrative process.

A public information meeting was held in the community on March 8, 2012 to discuss the proposed development and minutes from that meeting may be found in Attachment C. The proposed development was reviewed by the Halifax Watershed Advisory Board on March 20, 2013 and the Board recommended in favour of the proposed development. This report highlights features of the development and Regional Municipal Planning Strategy (RMPS) policy considerations including the proposed development standards, the permissible density, phasing and shared services. In staff's opinion, the proposed development is consistent with applicable policies of the Regional Municipal Planning Strategy. Therefore, staff recommend that Council approve the proposed development agreement as attached to this report.

## **BACKGROUND**

Genivar has submitted an application for a classic form of open space design development on lands in Porters Lake. The lands are located approximately 2 kilometres north of Exit 20 off Highway 107, east of Porters Lake, between Alps Road and Conrod Settlement Road (Map 1). The lands are currently undeveloped and tree covered. The applicant wishes to develop a 634 unit residential community containing a mix of dwelling types. To enable the proposed open space design development, Harbour East-Marine Drive Community Council must approve a proposed development agreement (Attachment A).

### **Location, Designation, Zoning and Surrounding Land Use**

The lands are:

- located between Alps Road and Conrod Settlement Road, Porters Lake (Map 1);
- approximately 634 acres (256.6 hectares) in area;
- designated Rural Commuter under the Regional Municipal Planning Strategy;
- designated Mixed Use under the Planning Districts 8 and 9 Municipal Planning Strategy (MPS) (Map 1);



- zoned RE (Rural Enterprise) under the Land Use By-law for Planning Districts 8 and 9 (LUB) (Map 2) which allows for a broad range of residential, commercial, resource based, industrial and institutional uses; and
- surrounded by RE (Rural Enterprise) zoned land uses and adjacent to existing residential development on Alps Road and Conrod Settlement Road.

### **Open Space Design Development**

With the adoption of the Regional Plan and Regional Subdivision By-law in 2006, the as-of-right subdivision of land in most unserviced areas throughout HRM is limited to 8 lots on a new public road unless the subdivision was approved prior to 2004. New subdivisions involving more than 8 lots may only be considered through the development agreement process.

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.

The classic form of open space design development involves the entire development being under single ownership. The key objective of classic open space design developments is to minimize road development and focus development on areas that are most suitable from an ecological and cultural stand point. Therefore, only 40% of the property can be developed while the remaining 60% must be retained as common open space. Dwellings are to be clustered together and services such as septic systems and driveways are to be shared. As development and services are to be clustered, the classic form of open space design development allows the consideration of a maximum density of one residential unit per acre.

### **Proposal**

The applicant is proposing to develop a classic form open space design subdivision through the development agreement process. Features of the development include:

- 634 dwelling units to be developed in seven phases;
- a mix of unit types: single unit dwellings, two unit dwellings, townhouse buildings up to 6 units and up to 10 multiple unit buildings containing a maximum of 20 units per building;
- public road network connecting Alps Road to Conrod Settlement Road with clusters of residential dwellings off the public road;
- common shared private driveways by which residential dwellings access the public road;
- ownership of the development is proposed to be through condominium corporations;
- wells and sewage treatment facilities will be shared among dwellings;
- retaining 60% of the land for common open space to be used for conservation and passive recreation uses;
- public recreational facilities such as community park (sports field), two lake access points, and two neighbourhood parks for use of general public; and
- private parks and trails for use of condominium residents.



### **MPS Policy**

Under the Regional MPS, the subject lands are designated Rural Commuter which envisions a mix of low to medium density residential, commercial, institutional and recreational uses. Policy S-16 (Attachment B) of the Regional MPS sets out the criteria by which Council must consider classic form opens design development proposals. The policies focus on the importance of retaining important ecological and cultural features, while demonstrating that there is sufficient groundwater and minimal overall disturbance to the site.

### **DISCUSSION**

Staff conducted a review of the proposed development relative to the applicable policy criteria and has concluded that the proposed development is consistent with the intent of the Regional MPS. Attachment B contains staff's analysis of the applicable policies. Staff has identified below some aspects of the development that warrant further discussion.

#### **Phasing/Hydrogeological Assessment**

The proposal is to develop the project in seven phases over a ten year timeframe. The first three phases are located off Alps Road with the next three phases off Conrad Settlement Road. The remaining phase (Phase Seven) will connect both extremes of the development together (Schedule C of Attachment A). To minimize risk to HRM and ensure connection between Alps Road and Conrad Settlement Road, the development agreement requires the developer to post performance security in the Municipality's favour for the undeveloped portion of the public road.

An important component of the policy evaluation involved a hydrogeological study to assess the adequacy of groundwater required to service the proposed development. Due to the expanse and inaccessibility of the lands, it is difficult to complete a well pump test (Level 2) assessment of the entire site. The required Level 1 hydrogeological assessment has been completed for the entire development and the Level 2 assessment for Phase 1 has been completed. The Level 2 assessment for Phase 1 indicated that 102 residential units can be accommodated on the subject property within the first phase.

The Level 1 assessment for the entire site provided site history, site description, surficial and bedrock hydrology, potential water quantity and quality and surface water data and drainage. The test wells revealed an adequate yield of water for single family use in the area of the site tested but raised some issues related to possible water quality. Therefore, to ensure there is adequate supply of groundwater throughout the development, the proposed development agreement requires a Supplemental Hydrogeological Analysis be prepared for each development phase prior to any site clearing or tree removal. If analysis identifies insufficient quantity or quality in the local aquifer, the number of permitted dwellings shall be reduced to a level that can be supported adequately.

#### **Traffic Impacts**

The proposed development features a public road that connects through from Alps Road to Conrad Settlement Road, two existing provincial roads. It is the opinion of staff the proposed road layout meets the intent of policy criteria by minimizing the total length of public streets. This is achieved by locating the proposed residential clusters off the public road in more compact



forms than may be achieved in typical residential development where dwellings are located side by side along a series of public roads. The proposed public road has minimized any significant impact on riparian buffers and wetlands by means of its curvilinear design that seeks to avoid these features. The proposed public road will be conveyed to HRM upon completion within each phase and under the terms of the proposed development agreement will meet municipal standards and specifications.

Nova Scotia Transportation and Infrastructure Renewal (NSTIR) has reviewed the Traffic Impact Study prepared in support of this application and has accepted the final report facilitating access of the provincial roads to the proposed HRM road and the intersection at Highway 7. The study indicates there is sufficient capacity to service the development as required in the policy considerations. The expectation of NSTIR is that the developer will make the following improvements and contributions:

- provision of eastbound left turn lane on Trunk 7 at Alps Road;
- provision of separate left and right turn lanes on Alps Road at Trunk 7;
- comply with NSTIR requirements and contribute to cost sharing arrangements for an eastbound left turn lane at Conrod Settlement Road when the need for access is assessed by NSTIR; and
- NSTIR and the developer have agreed to contribute to the cost of improvements at the intersection of Trunk 7 and West Porters Lake Road including westbound left turn lane, an eastbound right turn lane, separate northbound left and right turn lanes and possibly traffic signals.

The development agreement requires the common shared private driveways to be designed to standards outlined in the proposed development agreement. The standards were established through consultation with the developer, HRM Development Engineering, HRM Fire Services and HRM Waste Resource Management. Although the common shared private driveways are to be owned and maintained by the developer or subsequent condo corporation, standards for the design of the driveways were established to ensure adequate travel width and support of emergency vehicles and HRM waste collection vehicles.

### **Common Open Space**

A classic open space design development allows for the development of 40% of the property with the remaining 60% of the property to be retained as common open space to be reserved for conservation and passive recreational uses. The majority of the proposed common open space is made up of wetland areas and the riparian buffers surrounding Bell Lake and Fiddle Lake. No development will be permitted within the common open space except for limited private trail development to provide connections to the lakes and between private parkland. It is the opinion of staff that the development is effectively designed to retain the common open space areas. The proposed development agreement requires that the common open space must total at least 60% by the final phase of subdivision. The development agreement does allow some flexibility in the overall percentage during the earlier development phases in the event of unforeseen environmental or construction constraints but, overall, 60% of common open space is to be retained.



### **Common Ownership/Shared Services**

The proposed development will involve limited subdivision other than that associated with the public road network, public parkland, lots for multi-unit dwellings and condominium corporations and, potentially, the daycare facility. It is proposed that ownership of this development will be through multiple condominium corporations. A condominium is more traditionally applied to a multiple unit building, however, under the development individuals will own their individual units and will be responsible for their upkeep. The condo corporation will be responsible for the maintenance of all other aspects of the development, including the shared private driveways, water and septic systems, common open space, and common accessory buildings.

It is important to note that the proposed development may receive Municipal collection of solid waste if the development can fulfill the requirements Solid Waste Resource Collection and Disposal By-Law (By-law S-600) for a condominium. If the development cannot meet the requirements of By-law S-600, the condo corporation will be responsible for its own waste collection.

### **Building Development Standards**

The proposed development agreement specifies minimum building setbacks for all dwellings from the common shared private driveways and separation distances from other dwellings. Each dwelling, not including multiple unit buildings, will be permitted one accessory building. Further to this, additional accessory buildings smaller than 9.29 square meters (100 square feet) are also permitted. The proposed Agreement also contains development standards for two proposed lake houses, for the private use of the condominium residents, and a day care facility.

### **Porters Lake Watershed Study**

The draft results of the Porters Lake watershed study have been presented to the community (Spring 2011) for input and the document is currently being finalized by the Consultant, CBCL Limited. Only 10% of the entire area of the proposed development (66 acres of the total 634 acres) is located with the Porters Lake Watershed. Therefore, the intrusion of the proposed development on the watershed is minimal. However, to further minimize the risk of generating additional sources of pollutants and to improve existing water quality where feasible, the proposed development agreement requires a stormwater management plan be prepared, erosion and sedimentation controls to be put in place during development of the lands, and the requirement for tertiary treatment and disinfection of wastewater effluent.

### **On-Site Sewage Treatment**

The applicant is proposing three types of on-site sewage disposal systems; (a) an organic peat filter, (b) a decentralized wastewater treatment system, or (c) a conventional sloping sand filter. These systems will be located throughout the development in areas that minimize land use conflict. It is the opinion of staff the flexibility of choosing from three system types will adequately address criteria concern for appropriate sewage disposal. These systems have a secondary level of treatment before the effluent is dispersed for further treatment and may be easily configured for tertiary treatment and disinfection by means of additional system components. If a system cannot achieve a tertiary level of treatment and disinfection before



dispersal in accordance with Nova Scotia Environment's regulations as required by the proposed development agreement, then its use is precluded in the proposed development.

Nova Scotia Environment (NSE) is the regulatory agency for on-site systems. Approval requirements for wastewater treatment systems address management of such systems that provide a higher level of performance and, ultimately, improved environmental safety for on-site sewage disposal systems. Application for on-site sewage disposal system approval includes a pre-design evaluation, pre-design report and, if the application is deemed acceptable to proceed, detailed design documentation to NSE is required. To address proper management of the treatment facility it must meet operating, monitoring, compliance and reporting requirements that are developed in the detailed study and a certified operator must be in place before approval to operate is given by the province. The condominium corporations will assume management and operation of the proposed de-centralized on-site wastewater treatment facilities.

### **Parkland Dedication**

The proposed development will contain a mix of public and private parkland to serve the general public and condominium residents' needs, respectively. The proposed public parkland dedication is less than the 5% required under Policy S-16 of the RMPS. However, the proposed development agreement requires any outstanding parkland dedication be in the form of site development on the proposed public parkland. Park development may include trail construction, development of a community park or view stations on neighbourhood parks and development of lake access. The proposed development also includes private parkland within each of the condominium entities which will be maintained and managed by the Condominium Corporation. It is the opinion of staff that the intent of the parkland and connectivity policy criteria is adequately met by the proposed trails, in conjunction with public parklands.

### **Multi-Purpose Trail**

Although not part of the original development proposal, a multi-purpose public trail was presented at the Public Information Meeting by the developer as part of their public parkland dedication. The proposed multi-purpose trail would connect Alps Road to Conrod Settlement Road, a distance of 7.1 kilometres, parallel to the public road. This trail would also connect the other public amenities the developer is contributing such as a community park, lake access points and neighbourhood parks.

Staff concurs that the multi-purpose trail provides many benefits to the proposed development, however, it represents a new element of rural infrastructure that is not currently included in HRM's standards. To be accepted as a municipal asset, the trail would need to be categorized as either a component of the public road or as separate parcel of public parkland. HRM's rural road design specifications do not contemplate a sidewalk or multi-purpose trail with the public right-of-way. Additionally, the trail cannot be accepted as a component of the public parkland dedication as it would be encumbered<sup>1</sup> by a number of private driveway crossings. Further, the multi-purpose trail does not meet HRM's specification for an Active Transportation Trail as it only makes connections within the proposed development and does not connect to any significant origins or destinations in the broader community. The multi-purpose trail is entirely

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<sup>1</sup> The *Regional Subdivision By-law* requires public parkland to be free of encumbrances.



internal to the development with little benefit to the greater public, as it would not serve to connect significant destinations.

Consequently, staff cannot support the inclusion of the proposed multi-purpose trail as a public trail within the development agreement. However, should Council wish to pursue such a multi-purpose public trail in conjunction with this development, staff have developed the following two options for Council's consideration:

*Option 1:*

Locate and build the multi-purpose trail alongside the public road but on the private lands of the condominium corporations. This option could allow HRM to consider assuming maintenance costs of the trail but not ownership. Regional Council would have to approve funding for such maintenance costs, as the *HRM Charter* does not grant Community Council the power to expend money.

*Option 2:*

Locate and build the multi-purpose public trail within the public road right-of-way by developing a new rural road standard and cross section that would accommodate such a trail. Presently, HRM does not have a rural road standard which would support a multi purpose trail within the right-of-way. In developing such a standard, careful consideration would have to be given to the implications (snow removal, maintenance, repair, existing and future developments) that could result throughout the Municipality. Regional Council could direct staff to consider a new rural road standard.

If Council wishes to proceed with either of these options in the future, staff has included a multi-purpose public trail as a non-substantive amendment to the proposed development agreement. It is the opinion of staff that the details of the proposed multi-purpose trail should not be considered at this time but deferred to a later point in time as this would allow the development to proceed through the approval process without further delay.

**Community School Capacity**

An analysis of local school capacity prepared by Halifax Regional School Board (HRSB) assumes complete build-out of the development in 10 years. The impacted schools are Porters Lake Elementary, O'Connell Drive Elementary, Bell Park Academic Centre, Gaetz Brook Junior High School and Eastern Shore High School. Throughout the build-out of the development, Porters Lake Elementary may exceed capacity but the HRSB has identified capacity in other schools, therefore, there is adequate capacity in the school system based on the 10 year forecast and the present school capacities.

**Halifax Watershed Advisory Board**

This application was presented to the Halifax Watershed Advisory Board (HWAB) on March 20, 2013. The Board has several recommendations for inclusion within the development agreement (see the separate report from HWAB provided under separate cover). The majority of the recommendations concern the environmental impact of the new houses that may result from septic systems and other factors. Of the HWAB recommendations, the proposed development agreement has regulations that address factors relating to sedimentation and erosion control and



the management of stormwater on the subject property. Other matters (such as water quality testing) raised by the Board are beyond the legislative mandate of what may be regulated by a development agreement or beyond the context of the applicable MPS policies.

### **Conclusion**

The proposed application for a classic open space design development conserves the common open space on the overall lands by clustering dwellings and sharing septic systems. The design of the road, driveways and placement of the dwellings will avoid the sensitive, cultural and ecological features of the lands which include numerous wetlands and the riparian buffers along Bell Lake and Fiddle Lake. Staff has received analysis indicating there is sufficient groundwater to service the first Phase of the proposal. The proposed development agreement (Attachment A) requires further hydrogeological analysis for future development phases.

Staff is of the opinion that the proposed development is consistent with Policy S-16 of the Regional MPS. Therefore, staff recommends approval of the proposed development agreement as contained in Attachment A of this report.

### **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 proposed 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 March 8, 2012 (see Attachment C for minutes). Notices of the Public Information Meeting were 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 has to be held by Council before they may consider approval of any amendments to the MPS and LUB or the approval of a proposed development agreement. Should 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 (Attachment A) will potentially impact local residents and property owners on Alps Road and Conrod Settlement Road.



### **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. Council may choose to approve the proposed development agreement contained in Attachment A of this report. This is the staff recommendation.
2. Council may refer the case back to staff with specific changes to modify the proposed development agreement contained in Attachment A of this report. Such modifications may require further negotiations with the Developer and may require a supplementary staff report or an additional public hearing.
3. Council may refuse the proposed development agreement contained in Attachment A of this report and in doing so, must provide reasons based on a conflict with the MPS policies.
4. Council may choose to approve the proposed development agreement contained in Attachment A of this report. At the same time, Council may also request that Regional Council direct staff to consider a new rural road standard to include the proposed multi-purpose trail for future consideration as a non-substantive amendment to the development agreement.

### **ATTACHMENTS**

Map 1	Generalized Future Land Use
Map 2	Location and Zoning
Attachment A	Proposed Development Agreement
Attachment B	Excerpts from the Regional Municipal Planning Strategy
Attachment C	Minutes from the 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: Darrell Joudrey, Planner I, 490-4181

Original Signed 


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

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**Map 1 - Generalized Future Land Use**

 Subject Properties

**Designation**

MU Mixed Use

**HALIFAX**  
REGIONAL MUNICIPALITY

COMMUNITY & RECREATION SERVICES  
DEVELOPMENT APPROVALS

0 650 1,300 2,600 3,900  
Feet

This map is an unofficial reproduction of a portion of the Generalized Future Land Use Map for Planning Districts 8 & 9 Plan Area.

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

Planning Districts 8 & 9



## Map 2 - Location and Zoning



## Subject Properties



Notification Area



Watershed Divide  
Supplied by NSE

## Zone

R-A Residential A

RE Rural Enterprise

CDD Comprehensive Development District

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COMMUNITY & RECREATION SERVICES  
DEVELOPMENT APPROVALS



This map is an unofficial reproduction of a portion of the Zoning Map for the Planning District 8 & 9 Plan Area.

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

## Planning Districts 8 & 9



**Attachment A: Proposed Development Agreement**

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,

BETWEEN:

**<INSERT DEVELOPER NAME>**,

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 between Alps Road and Conrod Settlement Road, Porters 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 to allow for a Classic Open Space Design Development of up to 634 dwelling units and other associated land uses on the Lands pursuant to the provisions of the *Halifax Regional Municipality Charter* and pursuant to Policy S-16 of the Regional Municipal Planning Strategy;

AND WHEREAS the Harbour East-Marine Drive Community Council for the Municipality approved this request at a meeting held on <INSERT DATE>, referenced as Municipal Case Number 17463;

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 8 and 9 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 of this Agreement, nothing in this Agreement shall exempt or be taken to exempt the Developer, future property owner or any other person from complying with the requirements of any by-law of the Municipality applicable to the Lands (other than the Land Use By-law and Subdivision By-law to the extent varied by this Agreement), or any statute or regulation of the Provincial or Federal Government, and the Developer or future property owner agrees 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 systems, water supply systems, stormwater 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, installation, operation and maintenance 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 and Regional Subdivision By-law to the extent varied by this Agreement) or any Provincial or Federal statute or regulation, the higher or more stringent requirements shall prevail.
- 1.4.2 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 Regional 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) “Certified Arborist” means a professional, full member in good standing with the International Society of Arboriculture;
- (b) “Classic Open Space Design Development” means a residential development enabled under Policy S-16 of the Regional Municipal Planning Strategy which has a maximum development density of 1 dwelling unit per 4000 m<sup>2</sup> and where approximately 60% of the Lands are retained in ownership of an individual, land trust, condominium corporation, or the Municipality;
- (c) “Common Open Space” means the portion of the Lands not designated as Developable Area, that shall not be used for any purpose other than for passive recreation, forestry, agriculture or conservation-related use except for a portion of which may be used as a village common, or community parks, for active recreation or the location of community facilities designed to service the development;
- (d) “Common Shared Private Driveway” means a shared private driveway in the Developable Area which provides access from a Municipal or Provincial public road to the Developable Area and individual Home Sites;
- (e) “Construction Constraint” means areas or features such as rock outcroppings, steep slopes or cultural artifacts that restrict construction activity or compel construction to avoid such an area;
- (f) “Developable Area” means the portion of the Lands where all development and site disturbance shall be located, including but not limited to the Common Shared Private



- Driveways, Home Site Driveways, Home Sites, buildings, lawns and grading alterations, wells and on-site septic systems;
- (g) “Footprint” means the area of a building, including land over which the building projects, but excluding any area below the eaves of a roof, and excluding any portion not covered by a roof, such as unsheltered steps, verandas or decks;
  - (h) “Forester” means a professional, full member in good standing with the Registered Professional Foresters Association of Nova Scotia;
  - (i) “Full cut-off fixture” means lighting that eliminates glare and light spillage on adjacent Home Sites and dwellings;
  - (j) “Home Business” means any office or personal service use resulting in a product or service which is conducted within part of the principal operator’s dwelling unit and is subordinate to the residential use on the property and shall not include the retail sales of products other than those incidental to the home business;
  - (k) “Home Site” means a specific area designated for an individual single unit dwelling, two unit dwelling, townhouse or multiple-unit building;
  - (l) “Home Site Driveway” means a driveway providing access to a Home Site from the Common Shared Private Driveway;
  - (m) “Landscape Architect” means a professional, full member in good standing with the Canadian Society of Landscape Architects;
  - (n) “Public Recreation Facility” means an open space, recreational area, place or lands, set aside for use by and of the general public, designed and equipped for the conduct of sports, leisure time activities and other customary and usual recreational activities; and
  - (o) “Private Recreation Facility” means an open space, recreational area, place or lands, owned, operated and maintained in whole by a private organization on a commercial basis or for members only, designed and equipped for the conduct of sports, leisure time activities and other customary and usual recreational activities.

### **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 to the following Schedules attached to this Agreement and filed in the Halifax Regional Municipality as Case Number 17463:

Schedule A	Legal Description of the Lands
Schedule B	Overall Concept Plan
Schedule C	Overall Phasing Plan
Schedule D	Concept Plan Phase 1
Schedule E	Concept Plan Phase 2
Schedule F	Concept Plan Phase 3
Schedule G	Concept Plan Phase 4



Schedule H	Concept Plan Phase 5
Schedule I	Concept Plan Phase 6
Schedule J	Concept Plan Phase 7
Schedule K	Overall Common Open Space Plan
Schedule L	Public Recreation Facilities
Schedule M-1	Public Local Road Cross Section
Schedule M-2	Rural Minor Collector Road Cross Section
Schedule N	Private Recreation Facilities
Schedule O	Public Road and Road Reserves
Schedule P	Conceptual Stormwater Management Plan (Western)
Schedule Q	Conceptual Stormwater Management Plan (Eastern)
Schedule R	Common Shared Private Driveway Design Standards

### **3.2 General Description of Land Use**

3.2.1 The uses of the Lands permitted by this Agreement are the following:

- (a) A maximum of 634 dwelling units, subject to the requirements of this Agreement;
- (b) The permitted dwelling unit types shall be:
  - i) single unit dwellings;
  - ii) two unit dwellings;
  - iii) townhouses, up to a maximum of 6 units per block; and
  - iv) multiple-unit buildings, up to a maximum of 10 buildings with a maximum of 20-units per building;
- (c) Accessory buildings and structures as provided in Subsections 3.6.5 to 3.6.7 herein;
- (d) Home Business uses;
- (e) Daycare Facility use;
- (f) Public Recreation Facilities; and
- (g) Private Recreation Facilities.

3.2.2 A minimum of 60% of the Lands shall be retained as Common Open Space.

3.2.3 No dwelling units shall be permitted within the Quarry Buffer as shown on Schedule B.

3.2.4 The location of all public roads and roads reserves shall be located as generally shown on Schedules B to J inclusive and Schedule O while the location of Common Shared Private Driveways intersecting the public road network shall be as generally shown on Schedules B to J inclusive.

3.2.5 The amount of Developable Area and Common Open Space shall be as shown on Schedules D to K inclusive.

3.2.6 Notwithstanding Subsection 3.2.5, the Developer may vary the amount of Developable Area and Common Open Space per phase up to 15% provided that at the completion of



Phase 7 of development, the amount of Common Open Space shall not be less than 60% of the Lands. If the amount of Developable Area and Common Open Space per phase is varied, the Developer shall submit to the Development Officer revised schedules and figures for each Phase that represents the change.

### **3.3 Phasing**

- 3.3.1 Development of the Lands shall be completed in consecutive Phases, as shown on Schedule C, and the location, number and type of units in each phase shall be as shown on Schedules D through J inclusive.
- 3.3.2 Notwithstanding Subsection 3.3.1, the Development Officer may approve changes in the location of units and in the type and number of units up to a maximum of 15% of the total number of units per phase, as shown on the applicable Schedules. Location of the units will be on the portion of the site where soils are best suited for development while retaining the remainder of the site as Open Space. At no time shall the number of units on the Lands exceed 634 units, including a maximum of 10 multiple unit buildings.
- 3.3.3 Further to Subsection 3.3.2, at the completion of Phase 6 the Developer shall provide the Development Officer written confirmation that at the completion of Phase 7 of the development that a total of 60% of the Lands shall be retained as Common Open Space. If the 60% Common Open Space of the Lands cannot be achieved, the Developable Area in the last phase shall be reduced to achieve the 60% Common Open Space of the Lands.
- 3.3.4 Development permits for dwelling units shall not be granted in a Phase until development of the previous Phase has been completed. Development for each Phase will be considered complete when two-thirds of the total permitted number of dwelling units in the phase are built and have received Occupancy Permits.
- 3.3.5 All phases or portions thereof shall include the provision of the applicable private and public parkland facilities as shown on the Schedules and as required by this Agreement.
- 3.3.6 Construction of the public road network may not proceed until the following conditions have been satisfied:
  - (a) The Developer has received Design Approval for the public road network and municipal infrastructure within the Phase to be constructed;
  - (b) The Developer has entered into a Subdivision Agreement with the Municipality for the entire public road and municipal infrastructure at each Phase;
  - (c) The Subdivision Agreement at Phase 6 shall include terms and conditions for the submission and deposit by the Developer of performance security, in the Municipality's favour, for the entire extent of the public road to be established under Phase 7 of this Agreement. This security shall be submitted upon commencement of Phase 6; and
  - (d) The Subdivision Agreement shall also contain terms and conditions for the release of security upon completion of Phase 7.



- 3.3.7 Notwithstanding Subsection 3.3.6, the Municipality may issue Development Permits for the dwellings within the Phase prior to the road being constructed provided that the Developer has received Design Approval and has entered into a Subdivision Agreement, to the satisfaction of the Development Officer. The Municipality shall grant Final Subdivision Approval and accept the public road for the applicable Phase prior to the issuance of the first Occupancy Permit within each phase.
- 3.3.8 Prior to receiving Design Approval for the public road and municipal infrastructure and entering into the Subdivision Agreement, in addition to the requirements of the Regional Subdivision By-law, the Developer shall submit for each Phase of the Development the following:
- (a) A Supplemental Hydrogeological Analysis in accordance with Subsection 3.3.9 of this Agreement;
  - (b) A Site Disturbance Plan in accordance with Section 5.1 of this Agreement;
  - (c) An Erosion and Sedimentation Control Plan in accordance with Section 5.1 of this Agreement and the requirements of the Regional Subdivision By-law; and
  - (d) A Stormwater Management Plan that generally conforms to Schedules P and Q and is in accordance with Section 5.1 of this Agreement and the requirements of the Regional Subdivision By-law.

*Requirements for Supplemental Hydrogeological Analysis*

- 3.3.9 Prior to any site clearing or tree removal beyond that which is required to carry out this provision or construction on the Lands associated with Phases 2 to 7, the Developer shall provide a supplementary hydrogeological analysis that determines water quality and quantity levels for each subsequent Phase. Such testing and analysis shall meet the *HRM Guidelines for Groundwater Assessment and Reporting* (2006), as amended from time to time. If analysis identifies insufficient quantity or quality in the local aquifer for the remaining unapproved dwellings, the number of permitted dwellings shall be reduced to a point where there is adequate groundwater.

**3.4 Subdivision of the Lands**

- 3.4.1 Subdivision required for the public road network, municipal purposes, public parkland, separate condominium corporations, individual multi-unit buildings and a lot for future daycare facility use is permitted on the lands.
- 3.4.2 This Agreement shall be deemed to meet the requirements of the *Regional Subdivision By-law* with respect to concept plan approval.

**3.5.1 Requirements Prior to Permit Approvals for Any Phase**

- 3.5.1 Prior to the issuance of a Development Permit for a dwelling or any site preparation beyond that required to carry out this Section for all dwellings, the boundary of the adjacent Common Open Space within 30 meters of proposed structure shall be clearly delineated on-site by an appropriate method as approved by the Development Officer. The Developer shall provide written confirmation to the satisfaction of the Development Officer that the Common Open Space has been appropriately marked. Such



demarcations shall be maintained by the Developer for the duration of the construction of the dwelling and may be removed only upon the issuance of an Occupancy Permit for the dwelling.

3.5.2 Prior to the issuance of the first Development Permit for a dwelling in each Phase, the Developer shall:

- (a) Construct the Common Shared Private Driveways pursuant to Section 3.7 and Schedule R of this Agreement; and
- (b) Submit a Landscape Plan to the Development Officer prepared by a Certified Landscape Architect in accordance with Section 3.8 of this Agreement.

3.5.3 Prior to the issuance of a Development Permit for a dwelling unit the Developer shall provide the Development Officer with the following:

- (a) Nova Scotia Environment approval of the on-site septic systems; and
- (b) Nova Scotia Environment approval of the on-site communal well systems.

3.5.4 In addition to the requirements of the Municipality, an application for a Development Permit for a dwelling shall also include site plans prepared and endorsed by a qualified professional that show the following:

- (a) Dwelling footprints, the location of all other structures, including setbacks from adjacent property lines, the Common Shared Private Driveways, all surrounding structures and Common Open Space;
- (b) The Common Shared Private Driveway that shall be designed by a Professional Engineer in accordance with Subsection 3.2.5.6 of the National Building Code for Access Route Design;
- (c) The location of the Common Open Space delineation pursuant to Subsections 3.5.1 of this Agreement;
- (d) The location and size of the wells and septic systems, including septic system types;
- (e) the proposed location and size of the lawn areas;
- (f) the proposed location and size of all paved areas; and
- (g) any watercourse setbacks and buffers.

3.5.5 At the time of the issuance of the first Occupancy Permit within each phase, upon completion and acceptance of the public road, the Developer shall provide the necessary inspections and acceptance of work completed to the Development Officer, including but not limited to:

- (a) A Certificate of Construction Compliance from a Professional Engineer for the Common Shared Private Driveways in accordance with Clause 3.5.3(b) and as per Schedule R;



- (b) Certification from a Landscape Architect certifying that the required landscaping has been completed or security has been received as per Section 3.8 of this Agreement;
- (c) Certification from a qualified professional that the on-site sewage treatment systems comply with Subsection 3.13 of this Agreement;
- (d) Certification from a qualified professional that the on-site water distribution system complies with Section 3.14 of this Agreement;
- (e) Certification from a Professional Engineer indicating that the Developer has complied with the Erosion and Sedimentation Control Plan required pursuant to Section 5.1 of this Agreement; and
- (f) Certification from a Professional Engineer indicating that the Developer has complied with the Stormwater Management Plan required pursuant to Section 5.1 of this Agreement.

3.5.6 Notwithstanding any other provision of this Agreement, no dwelling shall be occupied or the Lands used for any uses permitted by this Agreement until after an Occupancy Permit has been issued by the Municipality. Upon the issuance of an Occupancy Permit the Developer shall comply with all applicable provisions, of this Agreement, the Land Use By-law and the Subdivision By-law (except to the extent that the provisions of the Land Use By-law and Subdivision 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.

### **3.6 Siting and Architectural Requirements**

- 3.6.1 Notwithstanding Section 4.6 of the Land Use By-law for Planning Districts 8 and 9, as amended from time-to-time, more than one dwelling is permitted on the Lands in accordance with this Agreement.
- 3.6.2 Notwithstanding Section 4.20 of the Land Use By-law for Planning Districts 8 and 9, window bays and solar collectors, and exterior enclosed staircases, balconies, porches, and verandas shall not encroach into a required setback but shall be permitted to encroach within separation distances pursuant to Section 3.6 of this Agreement.
- 3.6.3 Nothing in this Agreement shall exempt the Lands from the requirements of Section 4.18 of the Land Use By-law for Planning Districts 8 and 9, as amended from time to time, concerning watercourse setbacks and buffers.

#### *Dwellings*

- 3.6.4 Dwellings shall be located within the limits of the Developable Area as generally illustrated on Schedules D to K and subject to the following requirements:
- (a) No portion of a dwelling shall be located less than 6.1 meters (20 feet) from a Common Shared Private Driveway;



- (b) No portion of a dwelling shall be located less than 3.05 meters (10 feet) from the boundary of the Lands or the Common Open Space;
- (c) No portion of a dwelling, other than internal dividing walls of two unit dwellings and townhouse unit dwellings, shall be located less than 4.8 metres (16 feet) from any other dwelling on the Lands;
- (d) The maximum Footprint of a single unit dwelling, each unit of a two unit dwelling or each unit of a townhouse shall not exceed 325.15 square metres (3500 square feet), excluding any area for an attached garage, which shall not exceed 55.74 square metres (600 square feet). Multiple unit buildings shall not exceed a maximum Footprint of 1114.80 square metres (12,000 square feet); and
- (e) The maximum height of a single unit dwelling, two unit dwelling or townhouse shall not exceed a height of 10.67 meters (35 feet) and multiple unit buildings shall not exceed a height of 15.55 metres (51 feet). Height shall be measured as per the Planning Districts 8 and 9 Land Use By-law.

*Accessory Buildings and Structures*

3.6.5 Within the Developable Area, each single unit dwelling, two unit dwelling or townhouse unit is permitted one accessory building or structure, subject to the following requirements:

- (a) No portion of the building or structure shall be located less than 6.1 meters (20 feet) from a Common Shared Private Driveway;
- (b) No portion of the building or structure shall be located less than 3.05 meters (10 feet) from the boundary of the Lands or the Common Open Space;
- (c) No portion of the building or structure shall be located less than 2.44 meters (8 feet) from the dwelling with which the accessory building or structure is associated;
- (d) No portion of the building or structure shall be located less than 6.1 meters (20 feet) from any dwelling, other than the associated buildings or structures, on the Lands; and
- (e) The maximum height of the building or structure shall not exceed 6.1 meters (20 feet). Height shall be measured as per the Planning Districts 8 and 9 Land Use By-law.

3.6.6 The Lake House buildings for common use are permitted as generally shown on Schedules D and H, subject to the following requirements:

- (a) The Footprint of each building shall not exceed 92.9 square meters (1000 square feet);
- (b) No portion of the building or structure shall be located less than 6.1 meters (20 feet) from a Common Shared Private Driveway;
- (c) No portion of the building or structure shall be located less than 3.05 meters (10 feet) from the boundary of the Lands;



- (d) No portion of the building or structure shall be located less than 12.19 meters (40 feet) from any dwelling on the Lands;
  - (e) The maximum height of the building or structure shall not exceed 6.1 meters (20 feet). Height shall be measured as per the Planning Districts 8 and 9 Land Use By-law; and
  - (f) The building or structure shall not be serviced with groundwater, unless a supplementary hydrogeological analysis supports such development. Such testing and analysis shall meet the *HRM Guidelines for Groundwater Assessment and Reporting* (2006), as amended from time to time. If analysis identifies insufficient quantity and quality, groundwater service to the building or structure shall not be permitted.
- 3.6.7 Notwithstanding Subsections 3.6.5 and 3.6.6 of this Agreement, accessory buildings or structures with a Footprint less than 9.29 square meters (100 square feet) are permitted for single unit dwellings, two unit dwellings and townhouse units, subject to the following requirements:
- (a) No portion of the building or structure shall be located less than 6.1 meters (20 feet) from a Common Shared Private Driveway or Home Site Driveway;
  - (b) No portion of the building or structure shall be located less than 2.44 meters (8 feet) from the boundary of the Lands;
  - (c) No portion of the building or structure shall be located less than 6.1 meters (20 feet) from any dwelling, other than the associated buildings or structures, on the Lands; and
  - (d) The maximum height of the building or structure shall not exceed 3.66 meters (12 feet). Height shall be measured as per the Planning Districts 8 and 9 Land Use By-law.
- 3.6.8 Home Business uses are subject to the following provisions:
- (a) Any dwelling and accessory building which is used for such purposes shall be the principal residence of the operator of the business;
  - (b) No more than twenty-five (25) per cent of the gross floor area of any dwelling shall be devoted to any business use;
  - (c) No open storage or outdoor display shall be permitted; and
  - (d) No more than one (1) sign shall be permitted for any business and no such sign shall exceed four (4) square feet (0.4 m<sup>2</sup>) in area.

*Provisions for Day Care Facility Use*

- 3.6.9 A day care facility may be permitted to be located in Phase 2. The Developer is required pursuant to Subsection 3.3.9 to provide a supplemental hydrogeological analysis that determines water quality and quantity levels for Phases 2 to 7. The analysis for Phase 2 shall identify whether sufficient quantity or quality exists in the local aquifer for



both the day care facility use and the residential dwelling use. If not, the day care facility use shall not be permitted.

The day care facility shall be subject to the following requirements:

- (a) No portion of the day care facility shall be located more than 61.0 meters (200 feet) from the boundary of the public road;
- (b) No portion of the day care facility shall be located less than 3.05 meters (10 feet) from the boundary of the Common Open Space;
- (c) The maximum footprint of the day care facility shall not exceed 278.7 square metres (3000 square feet);
- (d) Parking shall be provided in accordance with the provisions of the Planning Districts 8 and 9 Land Use By-law as amended from time to time; and
- (e) The maximum height shall not exceed a height of 10.67 meters (35 feet). Height shall be measured as per the Planning Districts 8 and 9 Land Use By-law.

### **3.7 Access and Parking Requirements**

- 3.7.1 Access to the Home Sites shall be via a Home Site Driveway off a Common Shared Private Driveway or Public Road, as generally shown on the attached Schedules. Common Shared Private Driveway names are subject to the requirements of the *Civic Addressing By-law*.
- 3.7.2 The Developer is responsible for the placement and maintenance of driveway name signage in accordance with the *Civic Addressing By-law* (By-law C-300).
- 3.7.3 All Common Shared Private Driveways shall be designed by a Professional Engineer as per Subsection 3.5.3 of this Agreement. The Common Shared Private Driveways shall comply with requirements set out in Schedule R of this Agreement.
- 3.7.4 A vehicle turnaround area for fire department use shall be provided for each Phase and may be removed after the completion of any Common Shared Private Driveway in that Phase or the subsequent Phase, as necessary.
- 3.7.5 Each Home Site shall include a Home Site Driveway with a maximum width of 6.1 meters (20 feet).
- 3.7.6 Each dwelling shall include at least one parking space at least 2.74 meters (9 feet) wide and 6.1 meters (20 feet) long and said parking space may be included within the Home Site Driveway serving the unit.
- 3.7.7 Each multiple unit dwelling shall include at least 1.25 parking spaces per unit and each space shall be at least 2.74 meters (9 feet) wide and 6.1 meters (20 feet) long.



### **3.8 Landscaping**

- 3.8.1 Prior to the issuance of the first Development Permit, the Developer agrees to provide to the Development Officer a Landscaping Plan prepared by a Landscape Architect in conformance with this Section of this Agreement. The detailed Landscaping Plan shall be provided for the Developable Area of each phase and shall conserve as much of the natural landscape and vegetation as can reasonably be achieved.
- 3.8.2 All plant material shall conform to the *Canadian Nursery Trades Association Metric Guide Specifications and Standards*, as amended from time to time.
- 3.8.3 All disturbed areas shall be regraded and stabilized with suitable materials as per the direction of the Development Officer.
- 3.8.4 No development, tree removal or grade alteration shall be permitted within the Common Open Space except where approved in writing by the Development Officer to remove fallen timber and dead debris where a fire or safety risk is present, or 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 such removal, the Development Officer may require that the Developer engage a Certified Arborist, Forester or Landscape Architect to certify in writing that the timber or debris poses a fire or safety risk, that the tree poses a danger to people or property, or that it is in severe decline.
- 3.8.5 Further to Subsection 3.8.4 of this Agreement, the Developer may remove trees from the Common Open Space for passive recreation trail development. Any removal of trees with a caliper greater than 6 inches (15 cm) must be approved in writing by the Development Officer and the Developer must provide evidence that a Certified Arborist, Forester or Landscape Architect has been engaged.
- 3.8.6 If trees are removed or tree habitat is damaged beyond repair in the Common Open Space, the Developer or subsequent property owner, as the case may be, shall replace each tree removed or damaged as directed by the Development Officer, in consultation with the appropriate HRM Business Units. This section applies to trees removed without permission, as well as trees removed with permission as outlined in Subsection 3.8.5 of this Agreement.
- 3.8.7 Notwithstanding Subsection 3.5.5 of this Agreement, where 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 the Municipality with 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.

### **3.9 Park Dedication**

- 3.9.1 The Developer shall convey to the Municipality the parkland as shown on Schedule L and described below:
- (a) One community park;
  - (b) Two public access trails to Bell Lake and Fiddle Lake; and
  - (c) Two neighbourhood parks.
- 3.9.2 Parkland and open space dedication shall substantially conform with the locations, dimensions, site improvements and site preparation areas illustrated on Schedules E, J and L with the final adjustments to configuration and grades of the site preparation areas to be determined by the Development Officer prior to construction. All parkland identified in Subsection 3.9.1 shall meet the *Regional Subdivision By-law* definition of “usable land” and HRM Parkland Quality of Land Criteria. The Development Officer may permit variations to each site configuration provided appropriate access and road frontage is maintained and the total area of land is not reduced. The parkland dedication shall include identified parkland and site development. All site development shall meet the requirements of the Municipality.
- 3.9.3 Parkland site development shall be in accordance with the Parkland Service Delivery Criteria as outlined in the Regional Subdivision By-law. The Developer shall complete the following work and costs associated with construction of the parkland areas outlined in 3.9.1:
- (a) Development of a community park, containing a minimum area of 3.0 hectares and having a minimum 100 metres of frontage on the public road, to a minimum value of \$50,000;
  - (b) Development of Neighbourhood Park A, containing a minimum area of 0.34 hectares with frontage on the public road and a gazebo, and Neighbourhood Park B, containing a minimum area of 0.46 hectares with frontage on the public road, to a minimum value of \$40,000;
  - (c) Development of public access to Bell Lake to a minimum value of \$50,000. The final location of the Lake access is to be determined in the field in consultation with Parkland Planning prior to its construction. Lake access shall consist of a 1.5m wide granular surface trail constructed to HRM requirements with trail head: and



- (d) Development of public access to Fiddle Lake to a minimum value of \$20,000. The final location of the Lake access is to be determined in the field in consultation with Parkland Planning prior to its construction. Lake access shall consist of a 1.5 m wide granular surface trail constructed to HRM requirements with trail head.
- 3.9.4 The Developer shall convey to the Municipality, upon completion of the public road within Phase 2 as illustrated on Schedules E and L, a Community Park and public access to Bell Lake.
- 3.9.5 The Developer shall convey to the Municipality, upon completion of the public road within Phase 7 as illustrated on Schedules J and L, Neighbourhood Park A, Neighbourhood Park B and public access to Fiddle Lake.
- 3.9.6 Should the development of the parklands not be completed and suitable for acquisition by the Municipality at the time of completion of the public road, the Developer shall provide cost estimates to the Development Officer and shall provide security in a form acceptable to the Municipality in the amount of 110% of the value of the lands and remaining park site development. The Development Officer shall return the security to the Developer upon acceptance of the completed parklands.
- 3.9.7 The Municipality agrees that fulfillment of the requirements of subsections 3.9.1 through 3.9.6 of the Agreement shall be deemed to satisfy all park dedication requirements for the development and of the Subdivision By-law for any subdivision approvals sought within Phases 1 to 7, as illustrated on Schedule C of this Agreement.
- 3.10 Signs**
  - 3.10.1 Signs shall be limited to those permitted under the Planning Districts 8 & 9 Land Use By-law, as amended from time-to-time.
  - 3.10.2 Two (2) ground signs that contain the community name shall be permitted, in conformance with the following requirements:
    - (a) The signs shall be permitted on private property at each entrance to the Lands; one at Alps Road and one at Conrod Settlement Road. The specific location of such signs is subject to approval by the Development Officer and Development Engineer;
    - (b) The maximum height of the signs shall not exceed 4.6 metres (15 feet) inclusive of support structures;
    - (c) The face area of the signs shall not exceed 4.7 square metres (50 square feet);
    - (d) The face area of the signs shall be constructed of natural materials such as wood or stone;
    - (e) The supports of the signs shall be constructed of wood, stone or metal;
    - (f) Illumination of the signs shall include only down-pointing, full cut-off fixtures; and



(g) Ornamental plants shall be planted and maintained by the Developer around the base of the signs.

3.10.3 Signs for parks and recreational use shall be permitted.

3.10.4 The Common Shared Private Driveway signs shall be permitted in accordance with this Agreement.

### **3.11 Solid Waste**

Municipal collection of solid waste shall not be provided along the Common Shared Private Driveway, unless the development fulfills the requirements of the Solid Waste Resource Collection and Disposal By-Law (By-law S-600) for a condominium.

### **3.12 On-Site Sewage Treatment Systems**

3.12.1 The Lands shall be serviced through privately owned and operated on-site sewage treatment systems. The Developer agrees to have a qualified professional prepare and submit to Nova Scotia Environment, and any other relevant agency, a design for any on-site private sewage system. A Development Permit for permitted dwellings shall not be issued until the Development Officer receives a copy of all permits, licences, and approvals required by Nova Scotia Environment and other appropriate agencies respecting the design, installation and construction of the on-site water and sewage systems.

3.12.2 The Developer agrees that the on-site wastewater treatment plants shall provide appropriate disinfection and tertiary treatment before the treated effluent is dispersed on-site in accordance with approvals by Nova Scotia Environment.

3.12.3 The Developer shall provide written correspondence from a qualified professional that the on-site sewage treatment systems comply with this Section, at the time of issuance of an Occupancy Permit for any dwelling.

### **3.13 On-Site Water Distribution System**

3.13.1 The Lands shall be serviced through privately owned and operated on-site water distribution systems. The Developer agrees to follow the recommendations of the the Hydrogeological Analysis prepared for Phase 1 and those of all subsequent required Supplemental Hydrogeological Analyses. The Developer agrees to have a qualified professional prepare and submit to Nova Scotia Environment, and any other relevant agency, the design of the on-site water distribution system.

3.13.2 The Developer agrees that each dwelling unit shall be equipped, where necessary, with the water treatment facilities to the specifications of Nova Scotia Environment.

3.13.3 The Developer shall be responsible for implementing the maintenance plans for all water systems until such time as a Condominium Corporation or other responsible management



entity is established and accepts responsible for all maintenance and repairs, in perpetuity.

3.13.4 The Developer shall be responsible for providing educational materials regarding the use and maintenance of the water systems to the residents of the Development until such time as a Condominium Corporation or other responsible management entity is established and accepts legal responsibility for educating residents regarding the water systems, in perpetuity.

3.13.5 The Developer shall provide written correspondence from a qualified professional that the on-site water distribution system complies with this Section, at the time of issuance of an Occupancy Permit for any dwelling.

### **3.14 Maintenance**

3.14.1 The Developer shall maintain and keep in good repair all common portions of the Lands, including but not limited to, the exterior of all buildings, structures, fencing, walkways, recreational amenities, Home Site Driveways, Common Shared Private Driveways and parking areas, and the maintenance of all landscaping including the replacement of damaged or dead plant stock or trimming, and litter control, garbage removal and snow and ice control.

3.14.2 The Municipality shall not be responsible for any aspects of maintenance of the Common Shared Private Driveways and the Home Site Driveways, and these private driveways shall not be taken over by the Municipality.

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

### **4.1 General Provisions**

4.1.1 All construction shall satisfy Subdivision Design Approval in accordance with the Regional Subdivision By-law unless otherwise provided for in this Agreement and shall receive written approval from the Development Officer prior to undertaking the work.

4.1.2 Each phase of the public road is to be designed and constructed to the local road standard as defined in Schedule M1, with the exception of the Alps Road extension which shall be designed and constructed to the Minor Collector road standard as defined in Schedule M2, permitting specific modifications in radii.

### **4.2 Off-Site Disturbance**

Any disturbance to existing off-site infrastructure resulting from the development, including but not limited to, roads, 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.



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

### **5.1 Site Disturbance Plan, Stormwater Management Plans and Erosion and Sedimentation Control Plans**

Prior to the commencement of any site work on the Lands, including earth movement or tree removal other than that required for preliminary survey purposes, or associated off-site works, the Developer shall, for each phase, submit to the Development Officer:

- (a) A detailed Site Disturbance Plan, prepared by a Professional Engineer indicating the sequence and phasing of construction and the areas to be disturbed or undisturbed;
- (b) A detailed Erosion and Sedimentation Control Plan prepared by a Professional Engineer in accordance with the Erosion and Sedimentation Control Handbook for Construction Sites as prepared and revised from time to time by Nova Scotia Environment. Notwithstanding other sections of this Agreement, no work is permitted on the Lands until the requirements of this clause have been met and implemented. The Erosion and Sedimentation Control Plan shall indicate the sequence of construction, all proposed detailed erosion and sedimentation control measures and interim stormwater management measures to be put in place prior to and during construction; and
- (c) A detailed Stormwater Management Plan prepared by a Professional Engineer, which shall include an appropriate stormwater collection and conveyance system. The Stormwater Management Plan shall identify structural and vegetative stormwater management measures, which may include infiltration, retention, and detention controls, wetlands, vegetative swales, filter strips, and buffers that will minimize adverse impacts on receiving watercourses during and after construction.

## **PART 6: AMENDMENTS**

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

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

- (a) Changes to the Phasing Plan as shown on Schedule C provided the total number of units does not exceed 634 units and a mix of unit types continues to be provided per phase;
- (b) An increase in the number of dwelling units permitted per phase total, beyond the 15% as permitted by Subsection 3.3.2, to a maximum of 25%;
- (c) A change to the percentage of Developable Area to Common Open Space per phase, beyond the 15% as permitted by Subsection 3.3.3, to a maximum of 25%;
- (d) Inclusion of a multi-purpose trail that extends from Alps Road to Conrod Settlement Road;
- (e) An increase in the height or sign area of community name ground signs;
- (f) Change of use from daycare facility use;



- (g) The granting of an extension to the date of commencement of construction as identified in Section 7.3 of this Agreement; and
- (h) The length of time for the completion of the development as identified in Section 7.4 of this Agreement.

## **6.2 Substantive Amendments**

Amendments to any matters not identified under Section 6.1 of this Agreement 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 of any lot(s)/unit(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)/unit(s).

### **7.3 Commencement of Development**

- 7.3.1 In the event that development on the Lands has not commenced within three (3) years from the date of registration of this Agreement at the 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 Subdivision Design Approval for Phase 1.
- 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 of this Agreement, 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, Council may review this Agreement, in whole or in part, and may:
- (a) Retain the Agreement in its present form;
  - (b) Negotiate a new Agreement; or
  - (c) Discharge this Agreement.
- 7.4.2 In the event that development on the Lands has not been completed within fifteen (15) 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.
- 7.4.3 For the purpose of this section, completion of development shall mean the issuance of a Construction Permit for all dwelling units of each Phase.
- 7.4.4 For the purpose of this section, Council may consider granting an extension of the completion of development time period through a resolution under Section 6.1 of this Agreement, if the Municipality receives a written request from the Developer at least sixty (60) calendar days prior to the expiry of the completion of development time period.
- 7.4.5 Provided the requirements of this Agreement have been fulfilled, the Municipality shall consent to the registration of condominiums on the Lands through the *Condominium Act*, if requested by the Developer.

### **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**

- 8.2.1 If the Developer fails to observe or perform any condition of this Agreement after the Municipality has given the Developer thirty (30) days written notice of the failure or default, then in each such case:
- (a) The Municipality shall be entitled to apply to any court of competent jurisdiction for injunctive relief including an order prohibiting the Developer from continuing such



default and the Developer hereby submits to the jurisdiction of such Court and waives any 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.

WITNESS that this Agreement, made in triplicate, was properly executed by the respective Parties on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

\_\_\_\_\_  
=====

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

\_\_\_\_\_

**<INSERT REGISTERED  
OWNER NAME>**

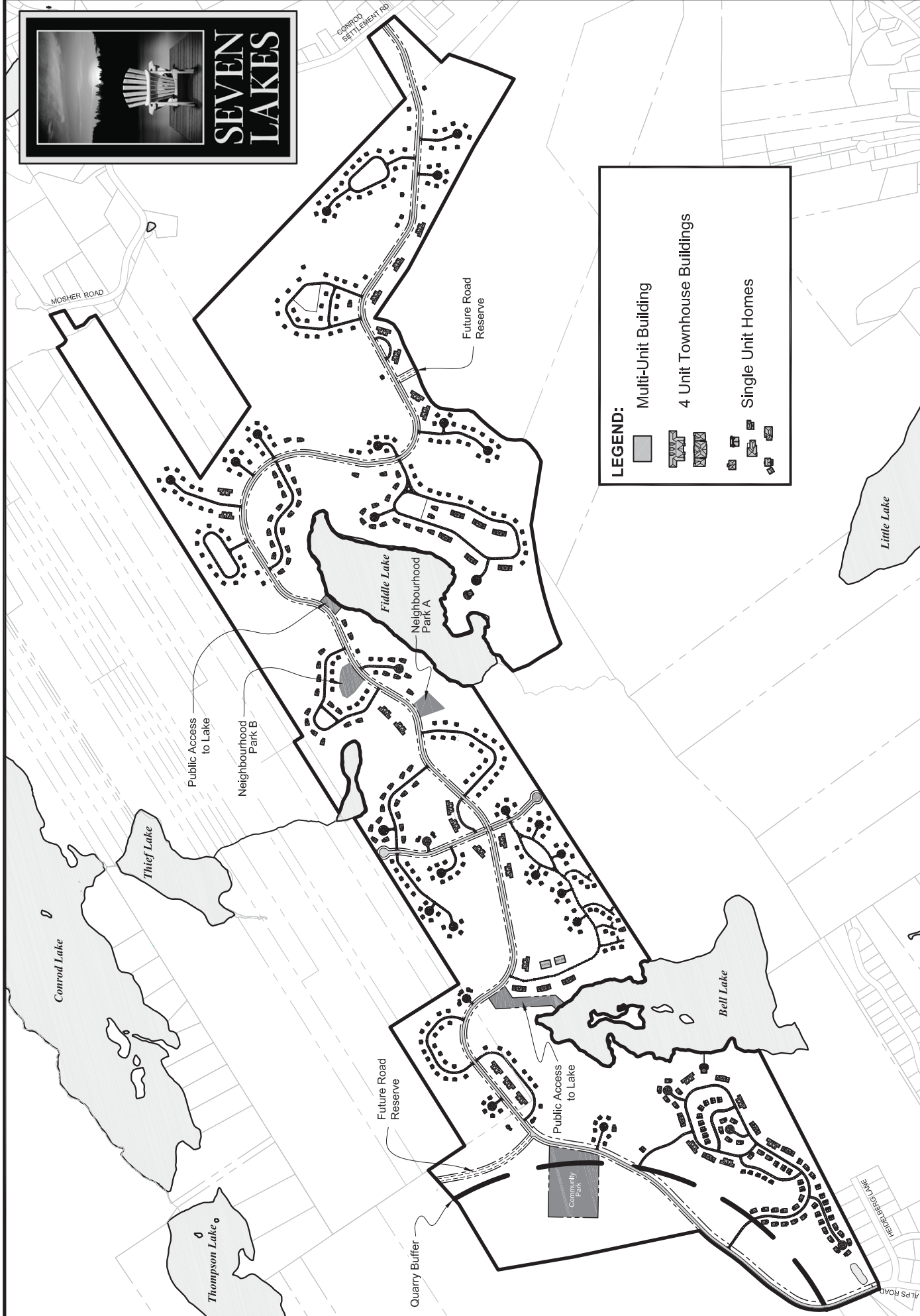
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**HALIFAX REGIONAL  
MUNICIPALITY**

\_\_\_\_\_  
Mayor

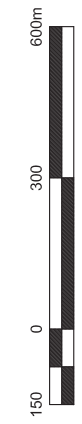
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Municipal Clerk





**LEGEND:**

- Multi-Unit Building
- 4 Unit Townhouse Buildings
- Single Unit Homes

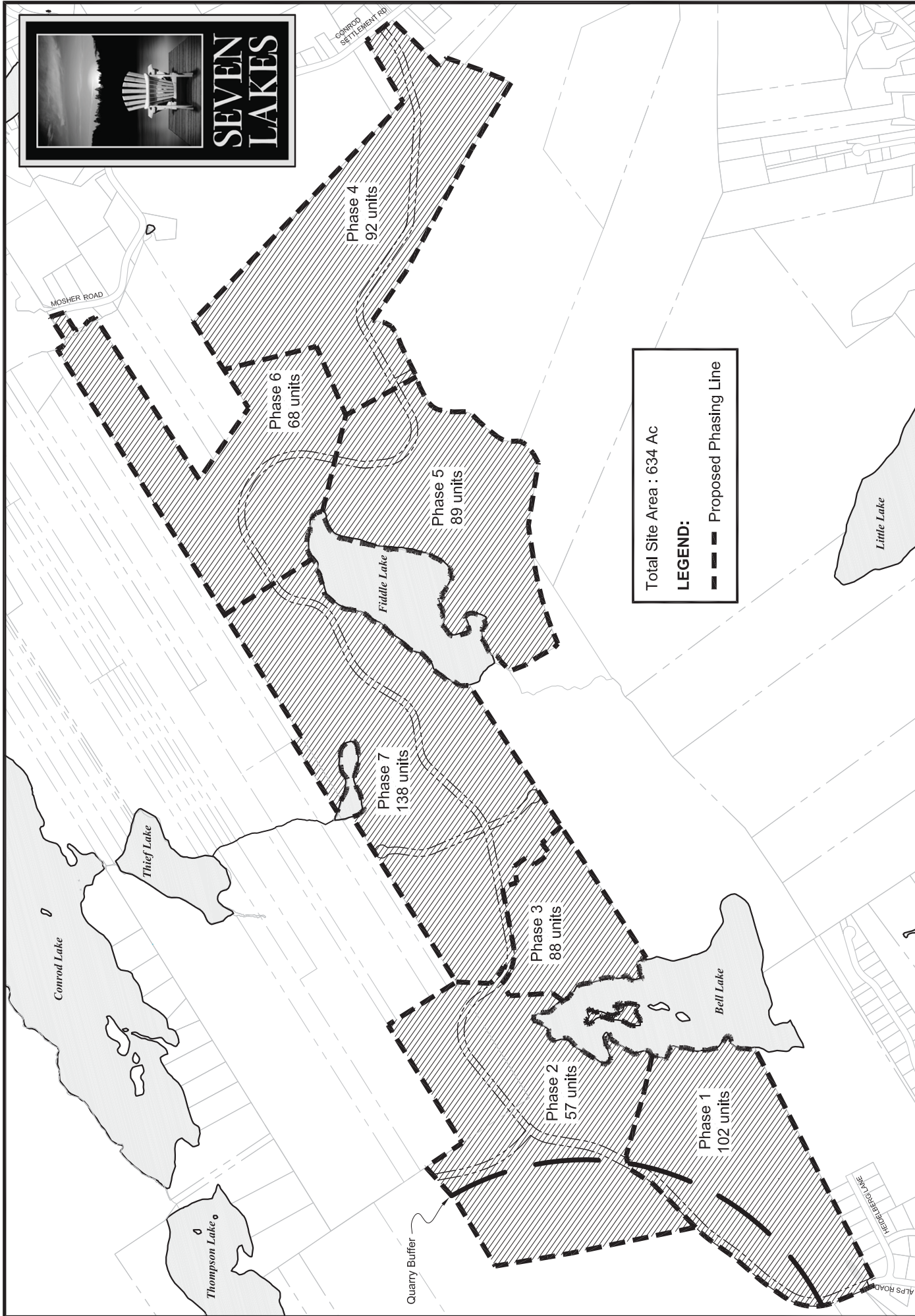


SCALE: 1:15,000 METRIC  
DATE: 28-MAR-2013

**SCHEDULE B: OVERALL CONCEPT PLAN**  
Porters Lake, Nova Scotia

**GENIVAR**





**SCHEDULE C: OVERALL PHASING PLAN**  
Porters Lake, Nova Scotia



SCALE: 1:15,000 METRIC  
DATE: 28-MAR-2013



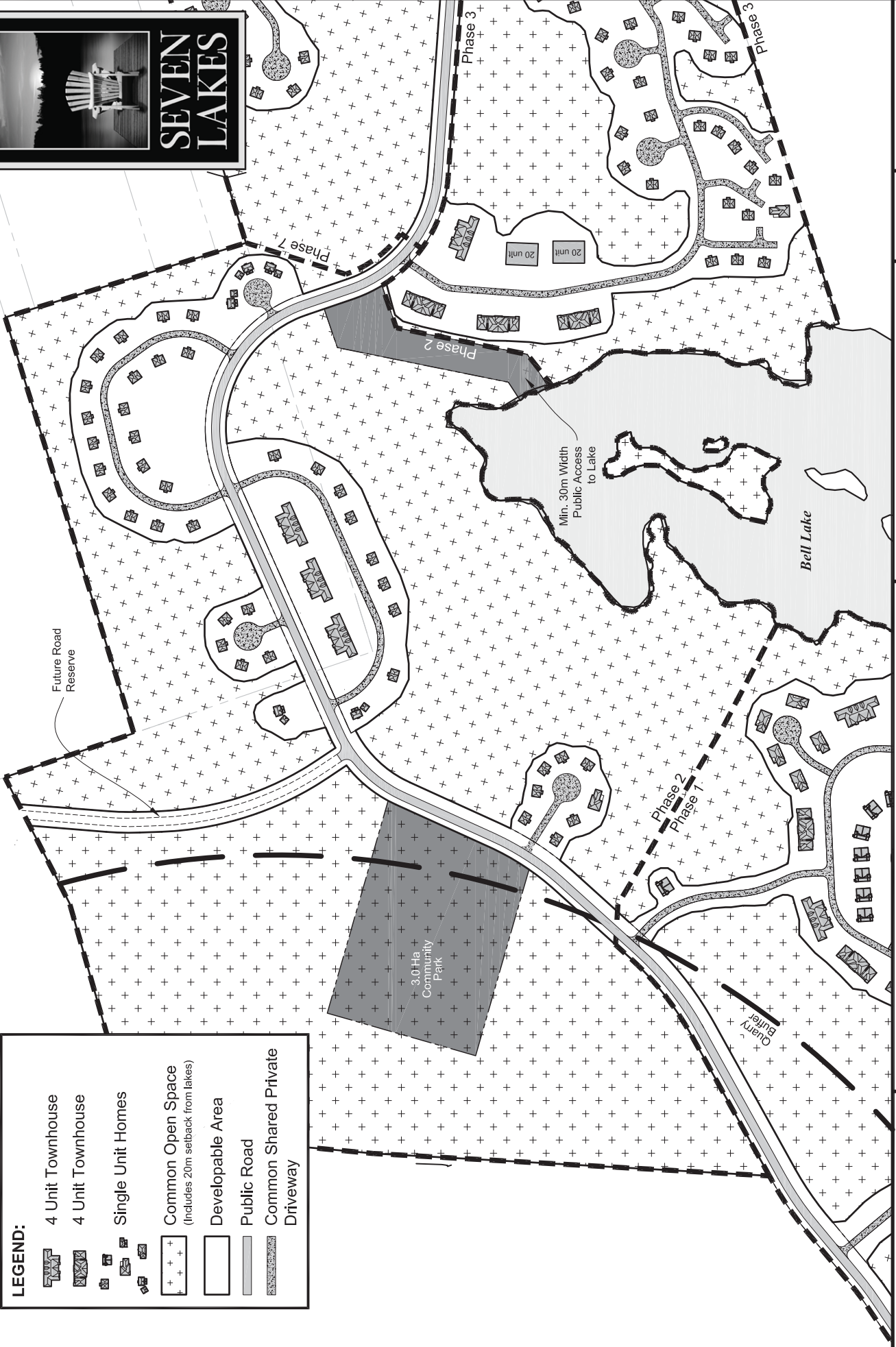






**LEGEND:**

	4 Unit Townhouse
	4 Unit Townhouse
	Single Unit Homes
	Common Open Space (Includes 20m setback from lakes)
	Developable Area
	Public Road
	Common Shared Private Driveway



SCALE: 1:5,000 METRIC  
DATE: 28-MAR-2013

**SCHEDULE E : CONCEPT PLAN PHASE 2**  
Porters Lake, Nova Scotia







# SEVEN LAKES

Min. 30m Width  
Public Access  
to Lake

### *Bell Lake*

LAKE  
HOUSINGLAP  
HOLLAP  
HOL

**LEGEND:**

**Common Open Space**  
(Includes 20m setback from lakes)

Developable Area

Public Road

Common Shared Private Driveway

## 4 Unit Townhouse

## 4 Unit Townhouse

## Single Unit Homies

SCALE:

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DATE: \_\_\_\_\_

28-MAR-2013



200m

100

0

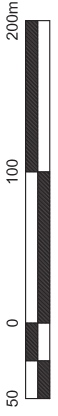
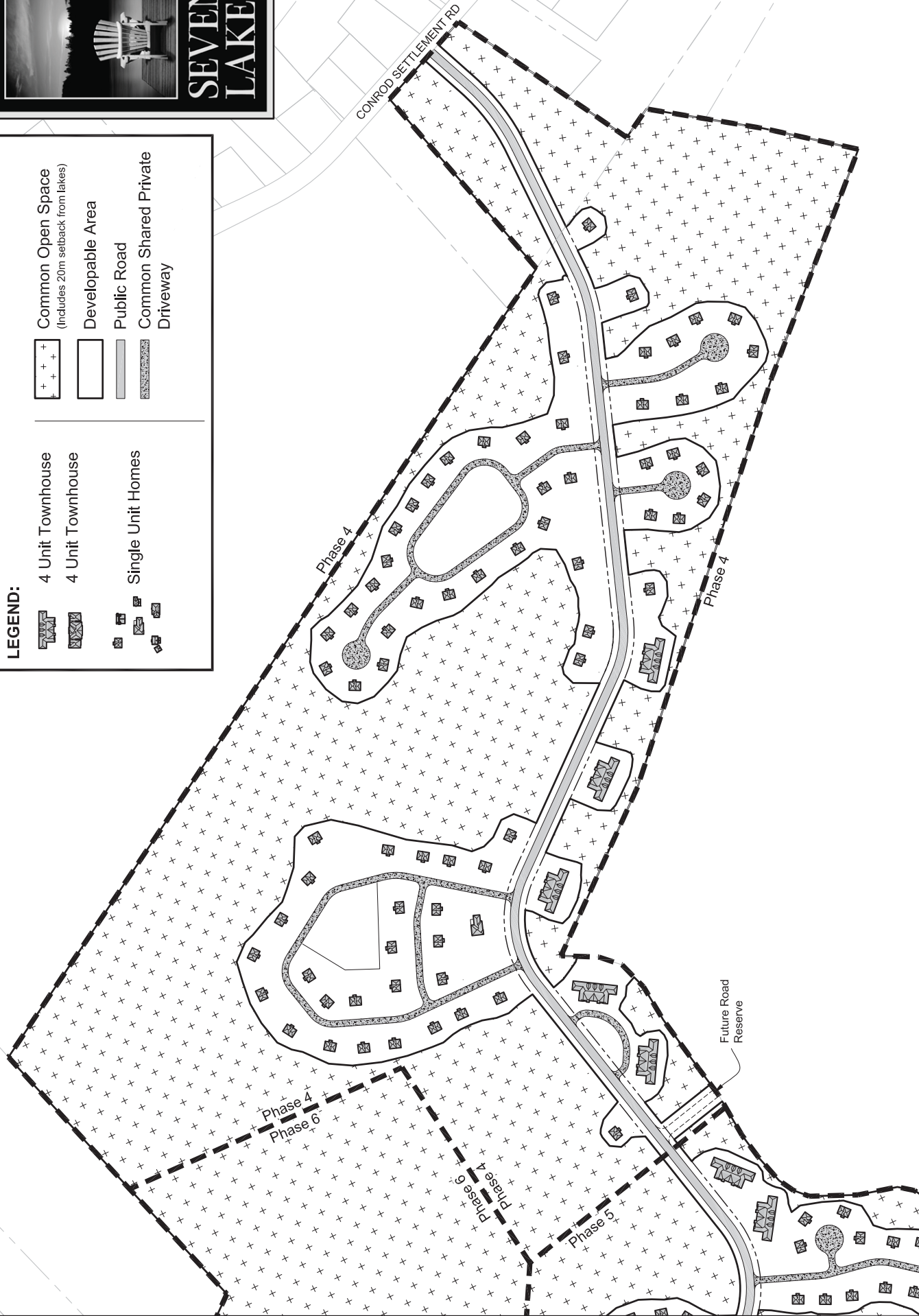
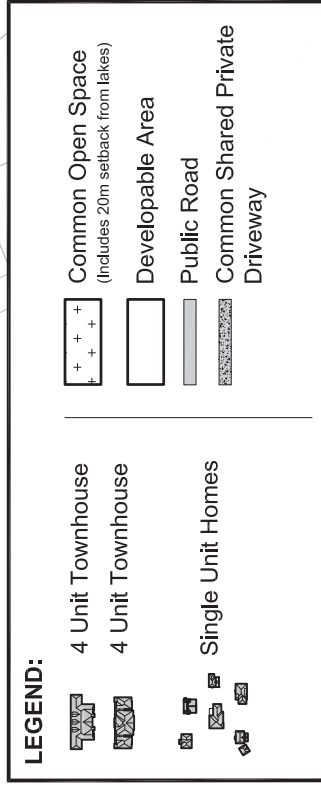
## SCHEDULE F : CONCEPT PLAN PHASE 3

Porters Lake, Nova Scotia

# GENIVAR





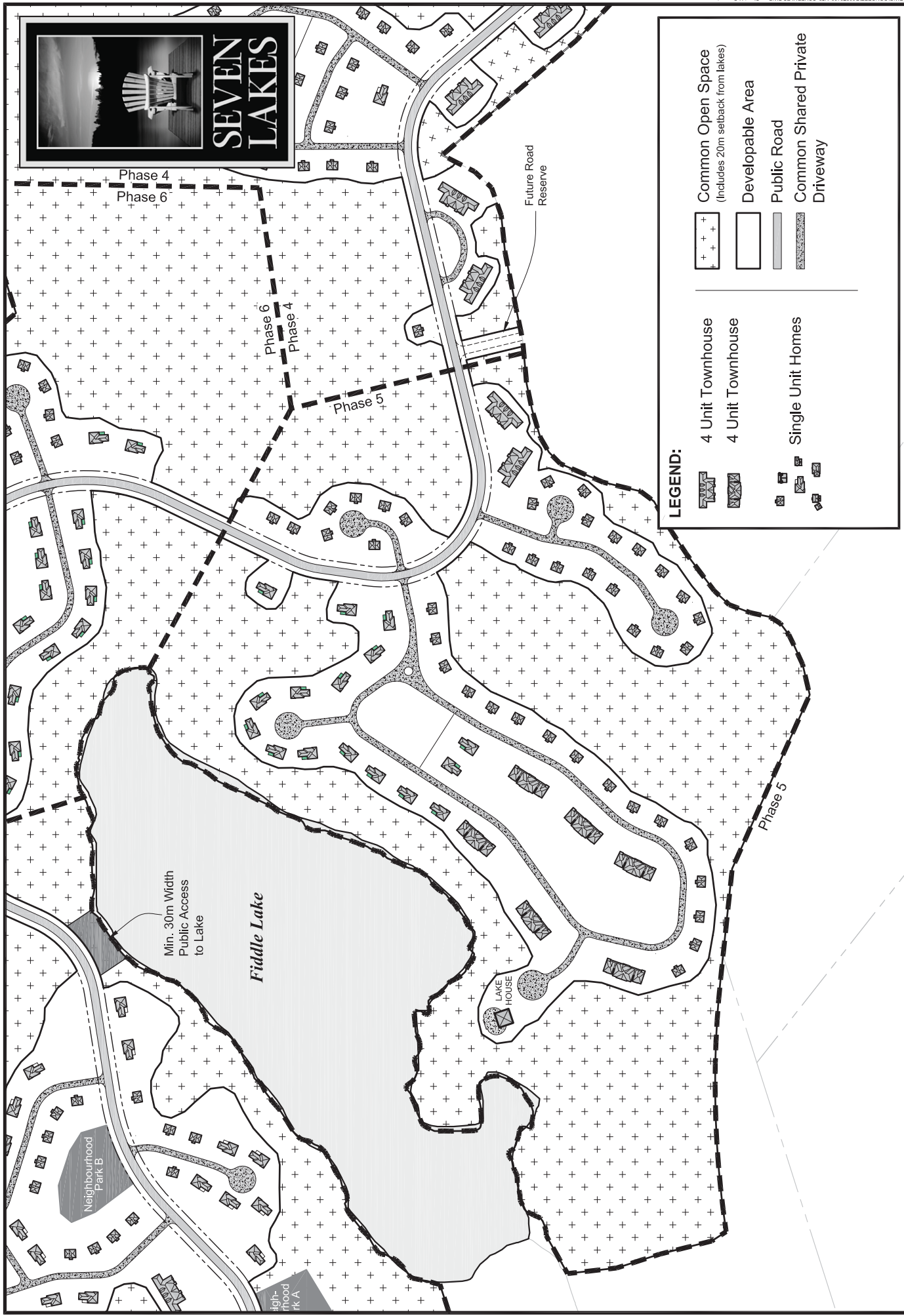


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DATE:	28-MAR-2013

**SCHEDULE G : CONCEPT PLAN PHASE 4**  
Porters Lake, Nova Scotia









# GENIVAR

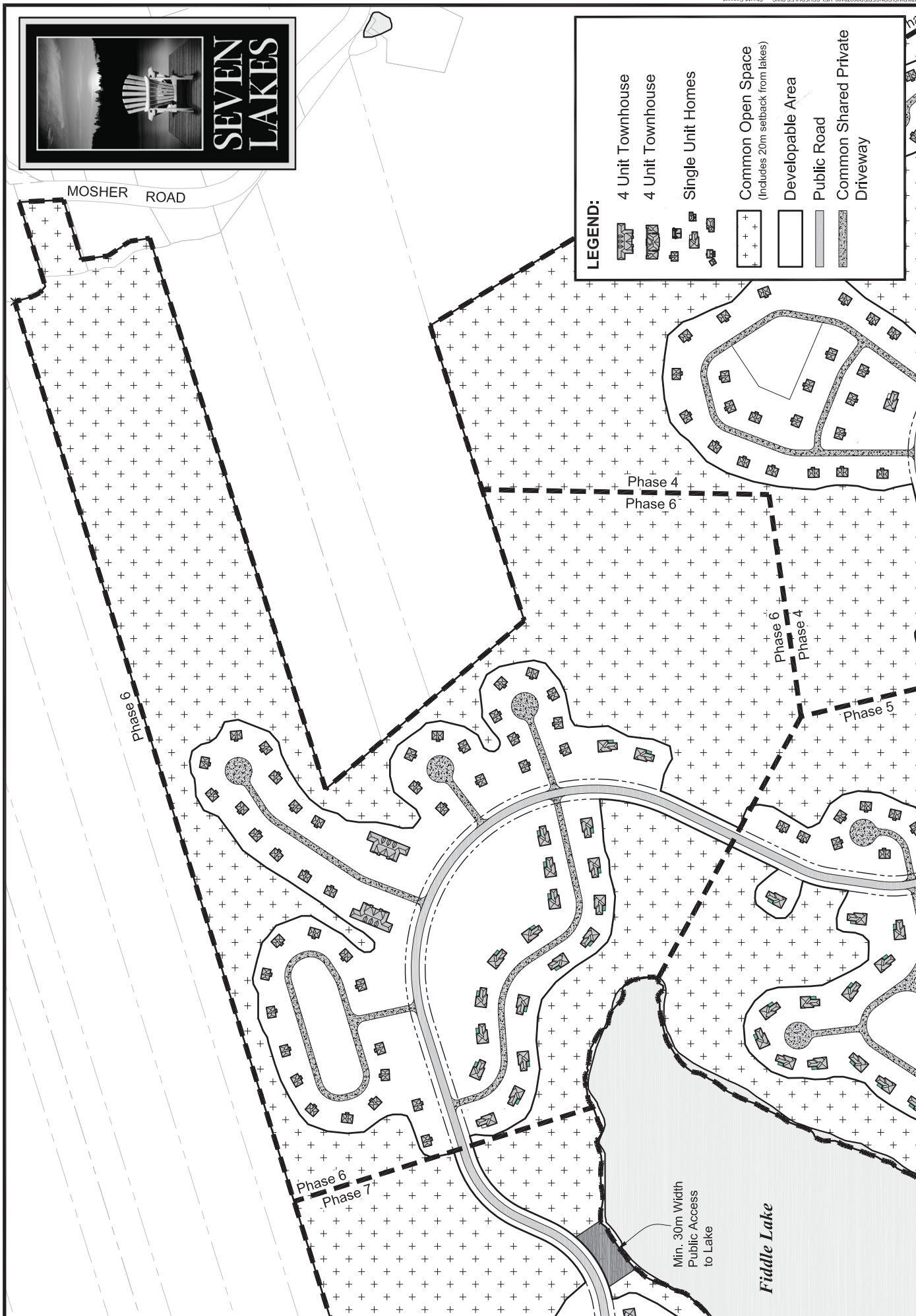
## SCHEDULE H : CONCEPT PLAN PHASE 5

Porters Lake, Nova Scotia

SCALE: 1:5,000 METRIC

DATE: 28-MAR-2013





SCALE: 1:5,000 METRIC

DATE: 28-MAR-2013



## SCHEDULE 1: CONCEPT PLAN PHASE 6







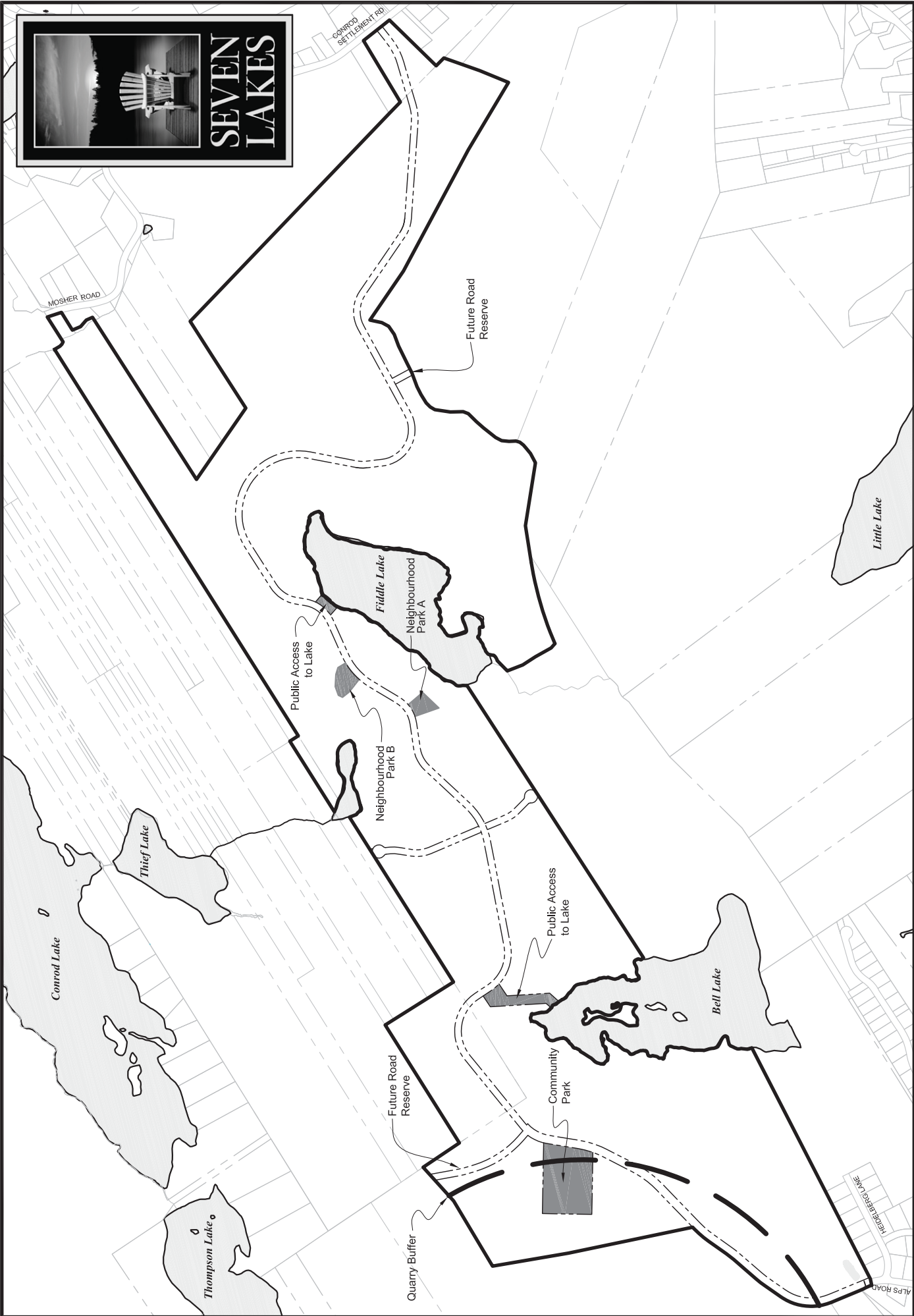


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DATE: 28-MAR-2013

**SCHEDULE K: OVERALL  
COMMON OPEN SPACE PLAN**  
Porters Lake, Nova Scotia





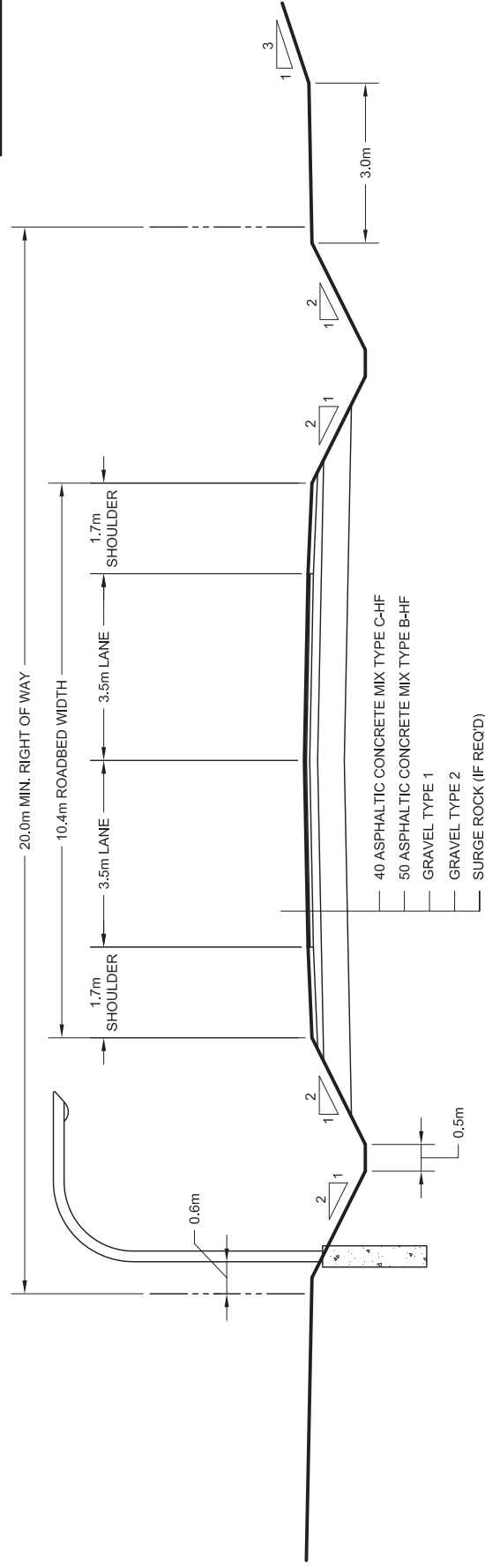


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DATE: 28-MAR-2013

**SCHEDULE L: PUBLIC RECREATION  
FACILITIES**  
Porters Lake, Nova Scotia





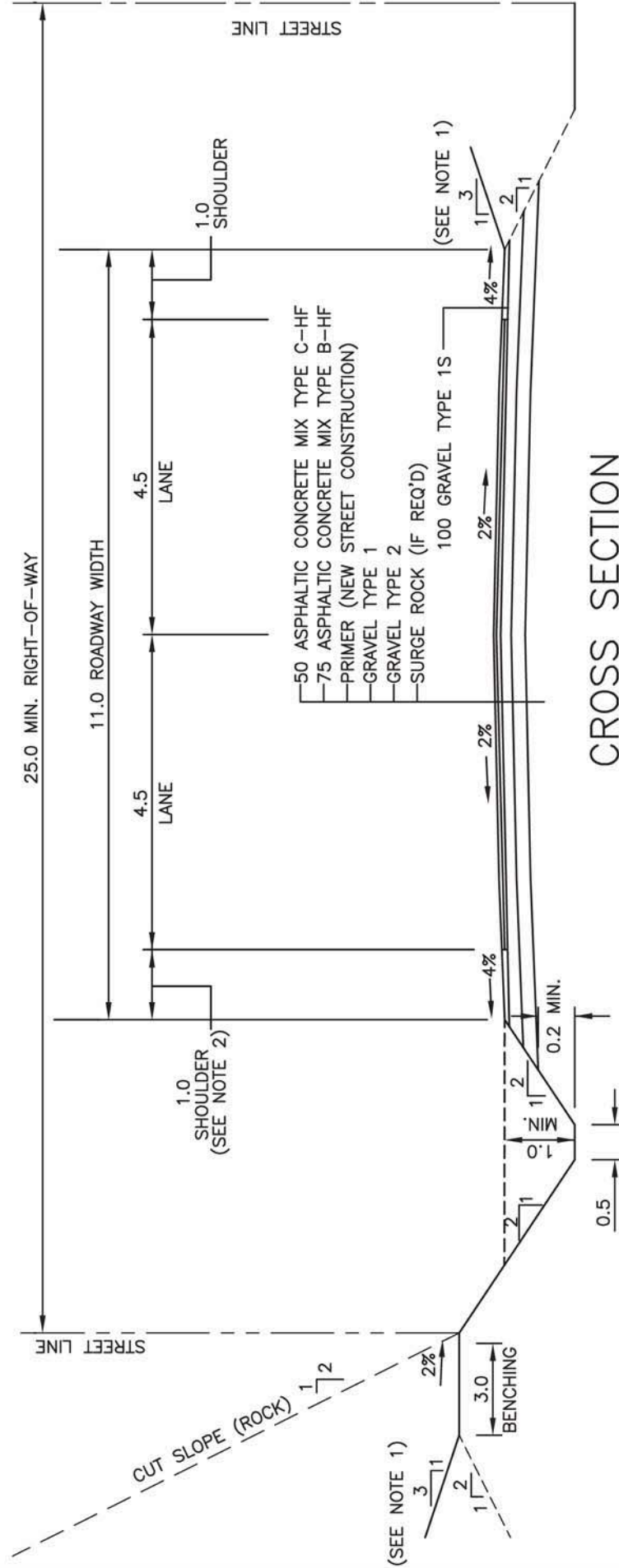


**GENTVAR**

SCHEDULE M-1: PUBLIC LOCAL ROAD  
CROSS SECTION  
Porters Lake, Nova Scotia

SCALE:	1:125 METRIC
DATE:	07-MAR-2013





# NOTES:

- 1) ADDITIONAL SLOPE STABILIZATION AS PER GEOTECHNICAL REPORT.
- 2) FOR ALL RURAL ROADS HAVING A GRADE EXCEEDING 7%, ASPHALT SWALES ARE REQUIRED ON EACH SIDE OF THE ROAD (ABUTTING THE ASPHALT TRAVELLED WAY) WITH AN ASPHALT SWALE RUNOFF TO THE DITCH EVERY 30m.
- 3) MINIMUM TYPE 2 GRAVEL THICKNESS. A GEOTECHNICAL REPORT IS REQUIRED TO DETERMINE THE SUBGRADE TYPE FOR THE PAVEMENT STRUCTURE (SEE TABLE BELOW).

ROADBED GRAVELS			
SUBGRADE TYPE	TYPE 1	TYPE 2	SURGE ROCK
SILT/CLAY, OPTION 1	150	600	0
SILT/CLAY, OPTION 2	150	350	400
GRANULAR TILL	150	400	0
ROCK FILL	150	300	0

- 4) ASPHALT DESIGN, SPECIFYING TYPE AND THICKNESS OF ASPHALTIC CONCRETE REQUIRED, MAY BE CONSIDERED.
- 5) FALSE DITCH REQUIREMENTS SHALL MEET HALIFAX WATER SPECIFICATIONS.

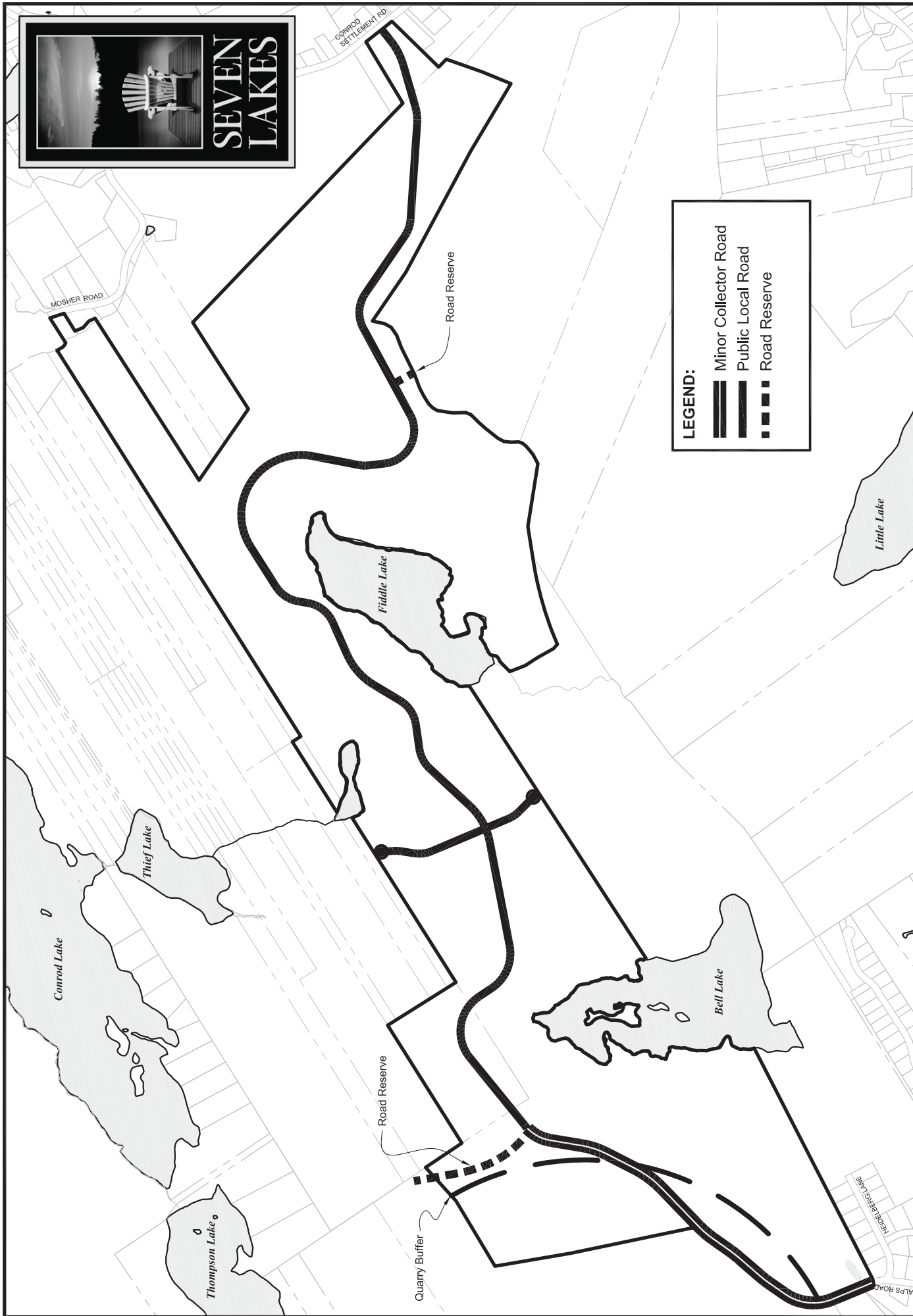


STANDARD DETAIL			
SCHEDULE M-2			
25.0 M RURAL MINOR COLLECTOR			
DATE:	2013	REFERENCE	APPROVED
SCALE:	NTS	FIG No.:	HRM 18









**SCHEDULE O: PUBLIC ROAD AND  
ROAD RESERVES**  
Porters Lake, Nova Scotia



SCALE:  
1:15,000 METRIC

DATE: 28-MAR-2013





# SEVEN LAKES

**LEGEND:**



## Wetland



## Storm Boundary



Drainage Direction

1. Excavation and backfilling work to be done in accordance with "The Erosion and Sedimentation Control Handbook for Construction Sites" as prepared by NSE. Controls to be implemented include, but are not limited to:
  - tip rack lining (1:1) in ditches
  - filter fabric barrier (silt fence) (2:9) along down slope contour of disturbed areas
  - gravelling or mulching of exposed soils
  - mulch or cover stocked piled soils on site
2. Disturbed areas to be limited to new construction area
3. Where possible, stormwater flows to be directed to wetlands for polishing
4. Post-construction peak flow rates for water leaving the lands to be equal to pre-development peak flow rates
5. Easements for stormwater drainage corridors to be supplied as required by HRM / HW



SCALE:

1:15,000 METRIC

DATE:

28-MAR-2013



**SCHEDULE P : CONCEPTUAL STORMWATER  
MANAGEMENT PLAN (WESTERN)**

Porters Lake, Nova Scotia





1. Excavation and backfilling work to be done in accordance with "The Erosion and Sedimentation Control Handbook for Construction Sites" as prepared by NSE. Controls to be implemented include, but not be limited to:
  - no rap lining (1:1) in ditches
  - filter fabric barrier (silt fence) (2:9) along down slope contour of disturbed areas
  - graving or mulching of exposed soils
  - mulch or cover stocked piled soils on site
  2. Disturbed areas to be limited to new construction area
3. Where possible, stormwater flows to be directed to wetlands for polishing
4. Post-construction peak flow rates for water leaving the lands to be equal to pre-development peak flow rates
5. Easements for stormwater drainage corridors to be supplied as required by HRM / HW

**LEGEND:**



Wetland



- Storm Boundary



Drainage Direction

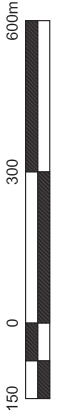


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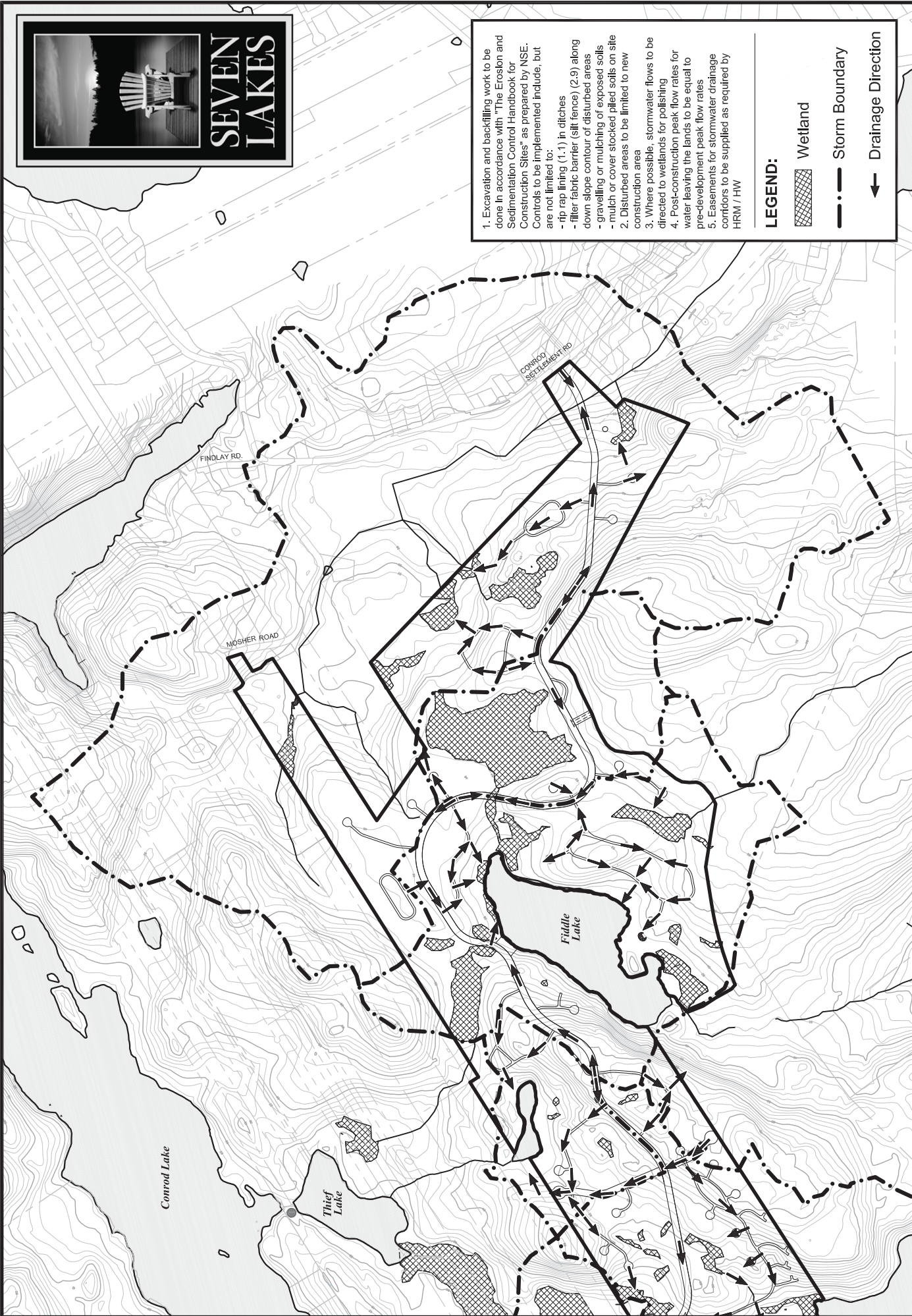
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28-MAR-2013



SCHEDULE Q : CONCEPTUAL STORMWATER  
MANAGEMENT PLAN (EASTERN)

Porters Lake, Nova Scotia





## **Schedule R: Common Shared Private Driveway Design Standards**

Common Shared Private Driveways to be developed as part of the Open Space Design Development Agreement for Seven Lakes (HRM File # 17463) shall meet the following design standards.

1. All Common Shared Private Driveways shall have a minimum clear width of 9 meters (29.52 feet) as follows:
  - a. Travel lanes shall be a minimum of 3 meters (9.84 feet) for each direction of travel and shall not include parking areas. Travel lanes shall be designed and constructed, complete with a paved asphalt surface, to adequately support the loads produced by all emergency vehicles.
  - b. A minimum 1.5 meter (4.92 feet) clearance (shoulders) shall be provided on both sides of the travel lanes and shall be comprised of stable ground as agreed to by the HRM Development Engineer in consultation with HRM Fire Services. The stable ground shall be designed to adequately support all emergency vehicles that may utilize the area to support their necessary operations
2. All Common Shared Private Driveways shall be constructed so as to prevent the accumulation of water and ice on any section of the driveway. Where the driveway grades are less than 0.5 percent, the Common Shared Private Driveway shall be crowned in the center to prevent pooling of water in a travelled way. Swales shall be installed if required to prevent erosion of the shoulders.
3. Provisions for drainage systems, snow banks, utilities, and the like shall be provided and shall not be located within the required 9 meter (29.53 foot) Driveway.
4. At least 4.26 meters (14 feet) nominal vertical clearance shall be provided and maintained over the full width of the Common Shared Private Driveway.
5. Common Shared Private Driveways shall not have grades greater than 10 % with no change in grade over 8% in 15 meters (49.21 feet) of travel distance.
6. All cul-de-sacs shall be constructed with a minimum radius of 13 meters (42.65 feet) to the edge of asphalt and 15 meters (49.21 feet) to outside of shoulder.
7. All travel lane curves and turns at intersection, are to have a minimum 12 meter (39.37 feet) centreline travel radius. Curves and turns shall not reduce the clear width of the driveway.



8. The angle of approach and the angle of departure shall not exceed 8 degrees at any point on the driveway or its intersection with another driveway.
9. Sight distance shall be incorporated into the design of intersections.
10. If speed bumps are going to be constructed; acceptable warning signs shall be required.



**Attachment B: Excerpt from the Regional Municipal Planning Strategy**

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:

**Table A:**

<b>(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;</b>	The Level I and Level II groundwater assessments have been prepared and reviewed. The proposed development agreement (Attachment A) requires the groundwater assessment to continue as development of the Phases progresses. The test wells revealed acceptable long term safe yields to service the development: arsenic was present in two test wells and antimony in one test well with levels above Health Canada's Guidelines for Canadian Drinking Water Quality. Both conditions are treatable. Restrictions on well placement, depth, lot size and well groupings were developed as part of the assessment and utilized in designing the site plan in order to not adversely effect groundwater supply in adjacent developments. If the future assessments identify insufficient quantity or quality in the local aquifer for the remaining unapproved dwellings the proposed development agreement requires the permitted number of dwellings to be reduced to a point where there is adequate groundwater to service them. It is staff's opinion the submitted groundwater assessment shows an adequate supply of groundwater is present to service the proposed residential development.
<b>(b) that there is sufficient traffic capacity to service the development;</b>	Nova Scotia Transportation and Infrastructure Renewal (NSTIR) accepted the final Traffic Impact Study prepared for the 634 unit residential development. As a condition of NSTIR issuing Work Within Highway Right-of-Way Permit for access to Alps Road, the developer must make improvements to the eastbound left turn lane on Trunk 7 at Alps Road and provide a separate left and right turn lanes on Alps Road at Trunk 7. The need for an eastbound left turn lane at Conrod Settlement Road will be assessed and cost sharing arrangements finalized when the developer applies for a Work Within Highway Right-of-Way Permit



	for the phase of development accessed from Conrod Road Settlement. NSTIR and Seven Lakes have agreed to contribute to the cost of improvements at the intersection of Trunk 7 and West Porter's Lake Road. The public road network servicing the proposed development from Alps Road to Conrod Settlement Road will be conveyed to the Municipality upon completion. It is the opinion of staff that when the Provincial upgrades at Alps Road and Highway 7 are completed there will be sufficient capacity to service the development at build out.
<b>(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;</b>	The proposed DA allows for a mix of residential types: single unit dwellings, two unit dwellings, townhouses and 20 unit multiple unit buildings and reflects the flexibility the developer requested. One privately owned daycare facility is permitted. Home based businesses are limited to office and personal service uses, but day cares and bed & breakfasts are not permitted due to the consideration that the groundwater assessment was prepared for single unit dwelling use and not other more water intensive uses. Forestry, agricultural, industrial and other RE (Rural Enterprise) zone uses are not permitted.
<b>(d) whether soil conditions and other relevant criteria to support on-site sewage disposal systems can be met;</b>	The developer is proposing three types of on-site sewage treatment facilities whose use will depend on site conditions, soil type (on-site testing indicates Class 1 and 2 types soils), slope, depth and flow rate. Based on information present to date, the soil conditions will support the proposed system types and the flexibility of choosing from three systems will adequately address policy concerns of the soil having the capacity to handle the wastes generated. The proposed development agreement requires disinfection and tertiary level treatment of the effluent before dispersal in accordance with all NSE regulations.
<b>(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;</b>	The cluster type of residential development minimizes extent of public road development through use of common shared driveways to accommodate three to 40 dwelling units. If the total number of units (634) were located along a public road as in a traditional subdivision pattern with 100 feet frontages a significantly longer public road network would be required therefore staff find the cluster development pattern minimizes the extent of road development. All dwellings and accessory buildings are required by the proposed development agreement to have appropriate fire safety separations.



<b>(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;</b>	This policy provision applies to the Hybrid form of Open Space Design and not the Classic form.
<b>(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);</b>	This policy provision applies to the Hybrid form of Open Space Design and not the Classic form.
<b>(h) that the development is designed to retain the non-disturbance areas and to maintain connectivity with any open space on adjacent parcels;</b>	The development is designed such that the 60% of the lands are required to be retained as common open space under Policy S-16 (see below). There is one community park, two neighbourhood parks and two lake access points set within that common open space. There are also private parks and trails set within the common open space. The public open spaces are accessed from the public road. Staff believe that connectivity beyond the subject lands to open space on adjacent parcels is not developed because there is simply no open space.
<b>(i) connectivity of open space is given priority over road connections if the development can be sited on the parcel without jeopardizing safety standards;</b>	The potential for connectivity was taken into account when designing the development which resulted in a good internal connectivity pattern of private trails that did not jeopardize safety standards.
<b>(j) trails and natural networks, as generally shown on Map 3 or a future Open Space Functional Plan, are delineated on site and preserved;</b>	Map 3 of the Regional MPS identifies a proposed trail in the vicinity of the proposed development. This trail is the Active Transportation trail to the south of the site which is being developed in stages on the abandoned railway line but this trail does not connect to the site. It is the opinion of staff that external trails and natural networks are not present on the lands to be delineated, connected or preserved.
<b>(k) parks and natural corridors, as generally shown on Map 4 or a future Open Space Functional Plan, are delineated on site and preserved;</b>	Parks and Natural Corridors shown on Map 4 of the Regional MPS lie considerably north of the site and are not delineated on the site. See above.
<b>(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, rock outcroppings, slopes in excess of 30%, agricultural soils and archaeological sites;</b>	The proposed public road that connects Alps Road and Conrod Settlement Road is an irregular curved pattern due to avoidance of riparian buffers and wetlands and other conservation areas. Because the proposed road must connect to the two unalterable existing Provincial public roads some wetlands will require minor alteration. Nova Scotia Environment requires either wetland restoration or monies towards restoration programmes compensation for any wetland alteration approvals.



	It is the opinion of staff the proposed dwellings and roads are located to minimize impact upon primary conservation areas. The compact form of residential development (within 40% developable area and without large public road frontages along the public road) as opposed to typical subdivisions significantly reduces impact to conservation areas.
<b>(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;</b>	Staff is of the opinion the developer has taken the listed features into account when designing the development. Where possible, the proposed development does not encroach any such features.
<b>(n) that the roads are designed to appropriate standards as per Policy T-2;</b>	The proposed development agreement requires the public road to be built to all applicable HRM standards. In this case it is a Minor Collector for Alps Road extension with some variances for radii. Common shared private driveways will meet National Building Code standards to provide safe access and turning radii for fire vehicles. The upgrades required by the province will meet all provincial standards.
<b>(o) views of the open space elements are maximized throughout the development;</b>	Views of the open space design were taken into account when designing the development especially those views of the two lakes. Views for the future residents have influenced the location of the residential development and private parkland to optimize views. The municipality's parkland dedication has taken views into account as well.
<b>(p) opportunities to orient development to maximize the capture of solar energy;</b>	The developer has designed the development such that a majority of dwellings will be oriented to the southern or solar aspect. The common shared driveways and home site driveways present opportunities to capture solar energy.
<b>(q) the proposed residential dwellings are a minimum of 800 metres away from any permanent extractive facility;</b>	The DA requires the proposed dwellings to be located a minimum of 800 metres from the local extraction resource.
<b>(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</b>	It is the opinion of staff the proposed development will not impact any natural resource use. The conservation lands behave as a protective buffer to adjacent land uses. There is an 800 metre buffer between the nearest residential dwelling and the working face of the extractive resource use.
<b>(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.</b>	The impact on local schools is addressed in Policy IM-15.



- S-16 Further to Policy S-15, within the Rural Commuter, Rural Resource and Agricultural Designations, HRM shall permit an increase in density for Open Space Design Developments up to 1 unit per 4000 square metres, or greater in centres as may be provided for in secondary planning strategies, where approximately 60% or more of the site is retained in single ownership of an individual, land trust, condominium corporation or the Municipality. Notwithstanding Policy E-5, the parkland dedication shall be relaxed to a minimum of 5% for this type of development. In considering approval of such development agreements, HRM shall consider the following:

**Table B:**

<b>(a) the criteria specified in Policy S-15, with the exception of items (f) and (g); and</b>	The Policy S-15 criteria are responded to in Table A, above.
<b>(b) that the common open space cannot be used for any other purpose than for passive recreation, forestry, agriculture or conservation-related use except for a portion of which may be used as a village common for active recreation or the location of community facilities designed to service the development.</b>	The common open space requirement that 60% or more of the site be retained in single ownership of an individual, land trust or condo corporation or HRM has been fulfilled. One daycare facility use is permitted within the common open space and trails linking the residential clusters from the common shared driveways they are located on to the Lakes by the proposed development agreement.

- 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:

**Table C:**

<b>(a) that the proposal is not premature or inappropriate by reason of:</b>	
<b>(i) the financial capability of HRM to absorb any costs relating to the development;</b>	Upon completion and conveyance of the public road all costs associated with maintaining the road are HRM's responsibility. HRM is able absorb any costs relating to the development.
<b>(ii) the adequacy of municipal wastewater facilities, stormwater systems or water distribution systems;</b>	The proposed development is outside of the municipally serviced area. The stormwater management plan required under the proposed development agreement will adequately address runoff and conveyance from the public road as it must meet municipal standards.
<b>(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;</b>	An analysis of local school capacity prepared by Halifax Regional School Board (HRSB) assumes complete build-out of the development in 10 years. The impacted schools are Porters Lake Elementary, O'Connell Drive Elementary, Bell Park Academic Centre, Gaetz Brook Junior High School and Eastern Shore High School. Throughout the build-out of the development, Porters Lake Elementary may exceed capacity but the HRSB has identified capacity in other schools,



	therefore, there is adequate capacity in the school system based on the 10 year forecast and the present school capacities.
<b>(iv) the adequacy of road networks leading to or within the development;</b>	Nova Scotia Transportation and Infrastructure Renewal (NSTIR) accepted the final Traffic Impact Study prepared by Genivar for the 634 unit residential development at this time. NSTIR requires the upgrades at Alps Road to be completed prior to sales of lots in the development. The developer will also be partially responsible for funding the Trunk 7/West Porters Lake Road improvements. The need and potential funding of a left turn lane at Conrod Settlement Road will be assessed at the time the developer seeks permitting for the phase of development accessed from Conrod Road Settlement. These provincial upgrades will be dealt with through agreements between the developer and the NSTIR. The public road within the development connecting Alps Road and Conrod Settlement Road will be conveyed to HRM upon completion and staff find it to be adequate as it meets all municipal standards.
<b>(v) the potential for damage to or for destruction of designated historic buildings and sites;</b>	Not applicable.
<b>(b) that controls are placed on the proposed development so as to reduce conflict with any adjacent or nearby land uses by reason of:</b>	
<b>(i) type of use;</b>	Residential use with associated parkland/open space uses is permitted. One community facility use is permitted. Staff believe these uses are compatible with adjacent residential development to the southwest and to the east. The 60% retained common open space that is tree covered or relatively non-altered reduces potential conflict within nearby land-uses.
<b>(ii) height, bulk and lot coverage of any proposed building;</b>	The proposed development agreement permits single and two unit dwellings, townhouses and 20 unit multiple unit buildings. The maximum height and footprint permitted for dwellings, except multiple units, is 35 feet in height and 3500 square feet in area. Multiple units may be up to 51 feet in height with a footprint of 12,000 square feet in area. Because of the potential bulk of the multiple unit buildings, the proposed DA limits the development to 10 multiple unit buildings overall. Lot coverage within the developable area is determined by required separation distances from



	other structures, the boundary of the common open space and number of dwellings or structures, including accessory buildings.
<b>(iii) traffic generation, access to and egress from the site, and parking;</b>	As a condition of NSTIR issuing Work Within Highway Right-of-Way Permit, the developer must provide an eastbound left turn lane on Trunk 7 at Alps Road and provide a separate left and right turn lanes on Alps Road at Trunk 7. NSTIR requires the developer be partially responsible for funding the Trunk 7/West Porters Lake Road improvements. The need and potential funding of a left turn lane at Conrod Settlement Road will be assessed at the time the developer seeks an access permit for the phase of development accessed from Conrod Road Settlement.
<b>(iv) open storage;</b>	The proposed development agreement does not permit open storage.
<b>(v) signs; and</b>	Two ground signs are permitted by the proposed development agreement to act as community identification signage at Alps Road entrance and Conrod Settlement Road entrances are of appropriate scale and materials for a residential development. Driveway name signage in accordance with the Civic Addressing By-law is permitted. Public road signs shall be in conformance with all HRM regulations.
<b>(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.</b>	The form or layout of the proposed development was determined by identifying primary and secondary conservation areas as well as suitable or potential areas for development. Riparian buffers, watercourse setbacks, wetlands, 1:100 year floodplains, rock outcroppings, steep slopes, agricultural soils, groundwater recharges areas, potential archeological sites, scenic views, heritage properties, mature forests, trails and natural networks, parks and natural corridors have been identified and are mostly within the 60% conservation areas.



**Attachment C: Minutes from the Public Information Meeting**

**HALIFAX REGIONAL MUNICIPALITY  
PUBLIC INFORMATION MEETING**

**CASE NO. 17463 – Open Space Design Application for Porters Lake**

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**7:00 p.m.**

**Thursday, March 8, 2012**

**Lake and Shore Community Recreation Centre  
40 Inspiration Drive, Porters Lake**

**STAFF IN**

**ATTENDANCE:**

Darrell Joudrey, Planning Applications  
Shanan Pictou, Planning Technician  
Jennifer Purdy, Planning Controller

**ALSO IN**

**ATTENDANCE:**

Councillor David Hendsbee, District 3  
Nick Pryce, Genivar Consulting  
Ryan Barkhouse, Genivar Consulting  
Greg O'Brien, Genivar Consulting  
Gale Penny, Applicant

**PUBLIC IN**

**ATTENDANCE:**

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The meeting commenced at approximately 7:15 p.m.

**Opening remarks/Introductions/Purpose of meeting**

**Mr. Darrell Joudrey** introduced himself as the planner guiding this application through the process; he introduced Shanan Pictou, Planning Technician, HRM Planning Applications and Jennifer Purdy, Planning Controller, HRM Planning Applications. Councillor David Hendsbee, District 3.

The purpose of the meeting is that HRM has received an application by Genivar to enter into a development agreement to permit a classic open space design development, for lands of 3079002 Nova Scotia Ltd. and Fieldstone Developments. The purpose is to identify to the community early in the process that a development application has been received and what policies allows it to be considered.

**Process and Overview of Application**

Mr. Joudrey reviewed the application process, noting that the public information meeting is an initial step, whereby HRM reviews and identifies the scope of the application and seeks input



from the neighborhood. The application will then be brought forward to Council which will hold a public hearing at a later date, prior to making a decision on the proposed development. Following Council's decision, there is an appeal period, during which the decision can be appealed to the Nova Scotia Utility and Review Board.

Mr. Joudrey explained that the application is for 634 dwelling units with common wells and sewage disposal with the residential clusters located off a public road connecting Alps Road and Conrod Settlement Road. He explained that under the Planning Districts 8 & 9 Municipal Planning Strategy, the Urban Residential designation is intended to establish the priority area for employment generating development but low density residential development and general community services are encouraged. The Rural Enterprise zone created under the Mixed Use designation permits all residential uses with the exception of mobile home parks, all community uses, all industrial uses except salvage yards and any uses that produce waste that cannot be treated by in-site sewer disposal systems, all resource use except fish waste processing and all commercial uses except adult entertainment. Additionally, no C and D materials operations are permitted. He reviewed section 3.5 of the Regional Municipal Planning Strategy explaining that a subdivision of land may proceed as an open space design development within Agricultural, Rural Resource and non-growth management areas of the Rural Commuter designation, through the process of a development agreement. He explained that an Open Space Design Development is a form of subdivision designed to conserve open space. The basic principle of the design is to locate homes on the portion of the site where the soils are best suited for development while retaining the remainder of the site as open space.

Mr. Joudrey explained that there will be a two stage process. Stage 1 is a preliminary site design process which determines the open space to be preserved and potential areas for development and stage 2 involves the delineation of roads, lots, parks and other physical design features of the development. The stage 2 plan requires approval of the applicable community council in the form of a development agreement. If approved, the stage 2 plan forms the conceptual plan for future final subdivision applications under the Regional Subdivision by-law. He reviewed Policy S-16 of the Regional Municipal Planning Strategy explaining that the maximum density of this form of development is 1 unit per 4000.

### **Presentation of Proposed – Genivar Consulting**

Nick Pryce introduced his project team, and explained that there are a number of display boards around the room for reference. Referring to his presentation, he explained that the original plan is to establish an innervated way of doing developments in the rural area. The basic principal of the open space design is to locate the homes on the portion of the site where the soils are best suited for development while retaining the remainder of the site as open space. He explained that he



has a book with him, for review, in regards to this type of development. In terms of the development being proposed, they are preserving 70% of the overall development as common open space. Lands will be managed through the condominium and the development agreement will have a management plan that will talk about how the lands will be managed through the condominium. He explained that they had to complete detailed analysis that looks at the property and also beyond the property. Some of the analysis that they looked at was wetland and watercourse delineation; soil testing; ground water – hydrogeological study; traffic impact study; archaeological analysis; species, storm water management analysis; on-site treatment investigation and site a site analysis of primary and secondary conservation features. Mr. Pryce reviewed a slide of the plan showing the subject area, he reviewed the public roads explaining that HRM requires them to leave road reserves. He explained that traditional residential development has 10-15% of the land area, under an open space development it is only 5-6%. They are reducing the actual road area while maintaining functionality over the land in which the development forms. He reviewed the driveways that weed in to the cluster development. The Condominiums are responsible for maintaining the driveways, treatment systems and the rubbish. He showed an example of what the dwellings will look like and explained that the project objectives are to create diversity in housing choices, to choose a design that is in harmony with the natural features of the area, to provide the public with amenity features, to provide attainable housing options for all ages and to create interesting communities that contribute to the Porters Lake Community. He added that one of the key objectives is to keep the cost to be between \$200,000 - \$300,000 price range. Mr. Pryce explained that back in January 21, 2012, they held an open house in the Community where over 70 community members attended where they provided great feedback. He reviewed the changes they have made since this meeting. They are also looking at creating access to lakes, adding sports fields that will be accessible to the public and looking at additional neighbourhood parks. He added that they were interested in a multi-purpose trail throughout the entire development that will connect up with the parks however; HRM engineering doesn't feel this is safe but, they are continuing to work with them regarding this.

Mr. Pryce explained that they have a website in place and a monthly newsletter to keep the community informed of the development.

### **Questions and Answers**

Councillor Hendsbee asked for a raise of hands which means the public was notified about the meeting.

Mr. Brian Taylor, Myra Road, asked for more detail regarding the traffic impact study.

Mr. Greg O'Brian explained that Alps Road and Conrod Settlement Road are the access points. The traffic impact study looks at traffic volumes that are there before the development and what



will be generated by the development. The findings were that the impact is at the Alps Road intersection at Trunk 7, which will require a left turn lane on Truck 7 and also a left turn lane at West Porters Lake Road.

Mr. Pryce explained that the Department of Transportation is also responsible therefore; the report is before the Department of Transportation Infrastructure and Renewal. That approval process will also feed into this application.

Mr. Taylor addressed concern regarding the additional traffic and safety.

Mr. O'Brien agreed that there will be more traffic however; most of the traffic will be turning right from Elks Road heading towards the West Porters Lake Road to get to Highway 107. The traffic study did include that people will be going to Tim Horton's in the morning and stopping into the Superstore to get services on the way home. The additional traffic will be mostly in the Commercial area.

Mr. David Ladouceur, Earl Court, explained that they are over taxed for the services provided in the area. There is only a volunteer fire department and the ambulance is in Musquodoboit Harbour, he asked how the City is going to contend with these issues when doubling the population of Porters Lake.

Mr. Pryce explained that those moving into these developments will be paying taxes which will contribute to the area. This should be looking at upgrading these services.

Mr. Joudrey explained that staff has requested comments from Emergency Services but, have not yet received a response.

Mr. Ladouceur also addressed concern with the other infrastructure in Porters Lake explaining that there are no stop lights, no sidewalks and there will be more children walking the roads. He explained that these should be looked at and fixed before approving any additional developments.

Mr. Pryce explained that they are working within the development to try to accommodate for a multi-purpose trail for everybody in the community.

Mr. Ladouceur corrected him, stating that the concern is with Porters Lake Central. He explained that there are a lot of accidents on the west side which causes concern.

Councillor Hendsbee introduced Sid Prest, MLA, as also being in attendance.

Concern from a gentleman in attendance that this development will overload the services that they currently have.

Ms. Lynda Hayward, Pine Hill Drive, asked what the phases of this development are and how many residential units will be developed in each phase. She also asked if the Councillor could speak to the schooling plans.



Mr. Pryce explained that the goal is between 50-80 units per year. The development will be phased and will be started at the Alps Road end and will only be able to get to a certain distance before HRM will require them to get to the Conrad Settlement Road end and will then make a connection. He explained that you are not aloud to have a road going into a dead end. Through the development agreement, it will outline how the phasing occurs.

Councillor Hendsbee explained that the School Board will be monitoring the enrollment numbers in the current areas. He added that within the two schools the numbers have decreased a bit in the last little bit. He explained that one of the options may be looking a moving the grade 6 classes into Gates Brook Jr. High School.

Ms. Bernadette Robicheau, West Chezzetcook, explained that if there is an influx of students in the Elementary Schools, it will be the same in the Jr. High and High School. She added that there was already an additional school built to relieve the capacity in Gates Brook, however, this new school is at capacity. These children coming into this area, where have no where to go and addressed concerns regarding putting grade 6 children in the Jr. High School.

Councillor Hendsbee explained that moving into this development will not all be school aged children but, multi aged. He ensured that the School Board will be monitoring the enrollments and will do what's necessary to accommodate the demands.

Mr. Bruce Conrod, Gates Brook, asked if there will be any rental units.

Mr. Pryce answered no, not that he's aware of. He explained that the Retirement Facility might be different and priced different, but it's not a rental. In a Retirement Facility, typically progressive can buy into them.

Mr. Conrod asked about the name Seven Lakes. He asked if they plan on expanding around the other five.

Mr. Pryce explained that the Seven Lakes is more of the geographical area vs. specific to the site. In terms of additional development, it will have to go through this process again. He explained that those lands fall under the policy that allows for Open space, meaning that anyone owning land in that area could apply for a development agreement.

Ms. Laurie Baker, Fall River, asked about Condo Clusters. Is there one Condominium that covers the whole project or is there individual clusters that could be Condominiums? He also asked if the trails will be restricted for only those who own the Condominiums and who will be liable for these trails.

Mr. Pryce explained that Condo Corporation predicts the Condominium. He explained that they are not able, the Condominium Corporation, because of the liability will not allow them to allow public access to trails. However, in some Condominium situations there are agreements set up. He explained that this is why they wanted to do a multi-purpose road along the side of the road which would have access to the public. They want to create public access to these lakes and understand that this is important.



Ms. Solveignadiem explained that it seems that this process is already underway, the property has been purchased and was wondering what portions of the development is left that the public can still influence in terms of the development.

Mr. Pryce explained that within any development agreement, there is an appeal period where any member of the public has a right to appeal an application whether it was approved or not approved. The Utility Review Board tests policy, Genivar feels that they have gone through the policy, so that the grounds to decline are if they didn't meet the criteria. He explained that they have also had an open house where they have inputted the public's feedback into what is presented today and are still accepting further input at this meeting. They would like to hear what types of houses do the public want to see, and ideas to improve the application. He explained that they are creating a design committee.

Ms. Solveignadiem explained that she was looking for more specifics in terms of what they can influence but, explained that she is looking forward in hearing ways being said and how it's being dealt with. He explained that she thought that the Open Space had more to do with the natural resource areas and how to maintain it, rather than increasing urban sprawl. A development of this size vs. a natural area is disappointing.

Mr. Pryce explained that when the Regional Plan was adopted, created criteria policy which looked at development in which 25% of which would be developed in the Rural Area. 25% would be developed in the Downtown Area and the remainder in the suburban. The policy to enable that type of development in the rural areas was the Open Space Design (the Cluster approach). The person who developed this, was Randal Arendt, and was considered to be low impact on the rural environment. It is providing choice to people in the community who wish to live in that type of environment. This is shifting quickly in the Downtown core, probably because of the Ship Yard contract.

Mr. Joudrey explained that the Regional Plan review has begun. This is a 5-year review which will look at the Open Space Design policies.

Mr. Paul Harlook, Christopher Lane, expressed concern with additional traffic and creating more danger for kids. There are no side walks and Porters Lake can not handle that much more impact. Plans need to be put in place now.

Mr. Pryce explained that the roads that are being referred to are administered by the Department of Infrastructure and Renewal. He explained that this department does not feel that they are responsible for sidewalks or bike lanes. The responsibility lies on the hands of Council.

Mr. Harlook doesn't want to see what happens on Sackville Drive, in front of the Superstore. It is currently a fairly relaxed community however, brining in this much infrastructure without the support before hand is not a good idea.

Sean Kettley, Porters Lake, asked about the water quantity and the water quality. He explained that there were tests conducted towards Alps Road and addressed concern that it is more than



200 meters from the exiting subdivision and that the developers are basing that water quality on an entire Subdivision. He explained that they are downhill from this Subdivision, how can they ensure those residents that their water quality will not be affected by this development.

Mr. Pryce explained that there will be a condition of the development agreement, that as the development proceeds, additional testing will be required. To date, the results are really good, great quality and a lot of it.

Mr. Roger Burns explained that the water gets approved at each phase throughout the entire development. For the first stage, there have been 6 wells tested. Both quality and quantity were both very good. There are certain criteria from HRM and the consultant that the developer uses that need to be met.

Mr. Kettley explained that there were a few wells that already resulted in high arsenic right from the get-go. His concerns are how this will affect the existing wells and the streets around it. He explained that this is not included within the annual report.

Mr. Burns explained that based on the spreading of the well, there is a certain distance required between the wells which ranges between 150-200 feet based on the lot layout. He explained that is how Oakfield was designed and added that this development has better quality than Oakfield. HRM also need to be satisfied with these levels.

Mr. George Robertson, Porters Lake, asked what the plans are for the large level of arsenic and if it ends up in their water table.

Mr. Burns explained that the history of the existing wells that are in the area are pretty good; water quality has not been an issue. They are making sure that it maintains this same level. He added that arsenic is treatable to a certain point and quality.

Mr. Robertson asked how deep the wells are that they are digging.

Mr. Burns explained that the last ones dug were around 250 feet.

Mr. Robertson asked about the rain water, if there is a large level of arsenic, that it is not going to affect the water table.

Mr. Burns explained that they have not had a history of it.

Ms. Leanne Hines, Seaforth, explained that she's heard about the design and the design concept and a policy shift, she addressed concern about buying into the conservation of the 60% natural resources in the area, what guarantee that this is a conservation of this space. Is this a grandfathered-in policy or can it be changed in 20 years time?

Mr. Pryce explained that the development agreement is a legal agreement that gets tied to the land and has a number of conditions on it. These conditions need to be met now and containing



into the future, this states what land can be disturbed and what cannot. He explained that policy can change, but as it stands today, this is the intent. He added that typically policies get tougher.

Mr. Charlie Dewire, Porters Lake, asked Councillor Hendsbee about the zoning in the area and if there are going to be any type of Industrial or Commercial development where it is supposed to be residential.

Councillor Hendsbee explained that a lot of the area is zoned Residential or Rural Reserve. This will be more of a Residential use. He asked Mr. Joudrey to explain what an RE zone allows for.

Mr. Joudrey explained that the current zoning is Rural Enterprise. This permit all residential uses except Mobile Home Parks, all Community uses such as parks, and open spaces are permitted. Industrial uses except salvage yards or any uses that create waste that can not be treated by on-site sewage disposal systems, all resource uses are permitted except for fish waste processing and all Commercial uses except Adult Entertainment and no construction of demodulation material operations are permitted. The RE zone is quite wide spread in Planning Districts 8&9. He explained that this concerns a lot of residents and have been trying to address this within several locations.

Mr. Pryce explained that if this development agreement gets approved, then effectively gets registered against the land. In order to go back to the zoning, they will have to go through a process of discharging the development agreement.

Ms. Sarah Blades, Porters Lake, asked if there will be any impacts in respect to Transit or potential for Transit that have been discovered yet.

Councillor Hendsbee explained that they are looking at a Rural Express Service. There is currently one on the 103 and are planning on having one on the 102 and are building a terminal in the Fall River area. This area is next on the list. He explained that there will be a park and ride site. This development might give the capacity to loop through the area.

Ms. Blades explained that this is extra urgent now.

Councillor Hendsbee explained that this is part of the Regional RP<sup>+</sup>5 Review. This will also include other modes of transportation options.

A resident asked what the estimated prices will be.

Mr. Pryce explained that their target is for less than \$300,000. Between \$200,000 and \$300,000.

Mr. L. Bonin asked how many homes in total will be included within the development.

Mr. Pryce explained that there will be 634 based on the policy. The policy is 1 unit per acre.

Mr. Bonin asked what methods are in place in case of a disaster.



Mr. Pryce explained that this gets reviewed by HRM Fire Services. They are still waiting on comments from them.

Mr. Joudrey added that HRM Fire Protected Services and Police are currently reviewing the plan.

Mr. Paul Hoven asked how many potential families could end up living in these 634 or can these hold 6-10 families in each one.

Mr. Pryce explained that not only families will be moving in; there will also be empty nesters, retirees and people who are just starting out in the market. The 12 units are included in the 634 number.

Mr. Tom McRoberts asked what type of sewer system will be used.

Mr. Pryce explained that instead of an individual unit having a filter system, they are looking a type of system that will service a number of the developments. These systems will have to be approved by Department of Environment. The Advantex System is an advanced system that it's out-put is almost quality of water. The other system that they are looking at is a peat system which serves 4 units; this is also approved by Department of Environment and only has to be maintained every 18 years. It is considered a more environmental friendly type of treatment system than the traditional recirculating sand filter system.

Mr. McRoberts asked if this is an individual cost.

Mr. Pryce explained that this will be within the Condominium fee for the maintenance. The Condominium itself will be responsible for the actual maintenance of the treatment system.

Mr. Ryan Barkhouse explained that the Advantech System offers three different levels of treatment. There is a collection tank which is for a cluster of units, then it goes into a circulation tank for further treatment and then it goes through a filter system where a certain percentage goes into the ground and the higher percentage is filtered back through the filter for further treatment. This type of system would be very environmentally friendly for this area.

A resident commented on Lake Echo.

Councillor Hendsbee explained that the issue with Lake Echo is because of the small undersized lots that were once cabins and cottagers and now are full residential areas. Another issue is the old fashioned septic beds that are being used and are starting to fail.

A resident expressed concerns with the water quality.

Mr. Kennedy asked if the septic system picked up by Waste Water Nova Scotia or is this Engineered.



Mr. Pryce explained that the Peek System is more of a standard system however; the Advantech System is far more advanced and fully designed.

Mr. Kennedy asked if they will be contracting outside the area or local.

Mr. Pryce explained that they will be local.

Mr. Kennedy asked about the sports field and what the timeline will be.

Mr. Pryce explained that some of the sports field will start occurring in the first phase, possibly next year.

Mr. Kennedy asked if this will be City maintained.

Mr. Pryce explained that it will be maintained by HRM.

Ms. Fraser asked what the Condo fees will be and if it is in accordance with the individual unit and will the owners have to pay taxes.

Mr. Burns explained that there will be shared services with the Municipality, a well and a shared septic. Other areas similar to this development pay between \$35-\$50 per month. Taxes will be similar to those in the area based on the square footage and value of home.

Mr. Danny Cole, Porters Lake, asked if the developers will be building themselves or will they be contracting out.

Mr. Burns explained that there will be 4-5 local builders. The developers provide the land and the builders will build the inventory.

Mr. Cole explained that it is important to use local trade's people.

Mr. Denis Manuge, Musquodoboit Harbour, understands that there is a study that has to go through Department of Natural Resources regarding the impact to wildlife, however has concern regarding this development potentially affecting wild life and fresh water fishery. Will DNR have to hire more conservation people? He also asked how the garbage system will be put in place to protect the wildlife.

Mr. Pryce explained that they will consider this as part of the management plan. This design is based on low impact and will try to create corridors where wildlife can move through, which is part of the development as well as part of the area not being developed. They will also look into secure bins on site.

Ms. Lynn Sinclair explained that several years ago, they heard of a potential golf course development in the area and asked if this is the same land.



Mr. Pryce explained that it is the same land as there was some discussion regarding a golf course awhile back however, there is no golf course included within this development.

A resident asked if there will be trails around the lake or just on the main road.

Mr. Pryce explained that because of the Condo situation and HRM Parks, they are trying to create access which is 30 meters wide so that people have access to the lake.

A resident asked if there could be a possibility to have future access to around the lake.

Mr. Pryce explained that they are trying to achieve what they can within the limitation and are still working with them regarding different options.

Mr. Burns explained that the goal is to protect the lake, putting trails around the lake, brings more people. Having one or two accesses to the lake is what the objective is and not to have a whole cluster of people living on the lake.

A resident explained that she is referring to enjoying the lake as you walk along.

Mr. Pryce explained that they need to be 20 meters off the lake so that there is no disturbance.

Ms. Maureen Kirk, Eastern Shore Family Resource, asked if there will be a family resource centre.

Mr. Pryce explained that they welcome the opportunity to entertain. From a public Community point of view, they are looking at the sports field however, are open to anything that is unique within the Community. They will look at creating the flexibility in the development agreement so it can't be excluded.

Mr. Vincent asked if being part of a Condominium is a conveyance thing.

Mr. Pryce explained that the Condominium will be responsible for the management plan. This points out what can and cannot be done. The Municipality takes enforcement if this contract is being broken.

Mr. Vincent asked about garbage pickup.

Mr. Pryce explained that the Municipality will be responsible for garbage pickup.

Mr. Vincent asked if the driveways will be paved.

Mr. Burns answered yes.

Councillor Hendsbee explained that there will be construction this year between Lake Major and Cherry Brook Road, as they are putting in a left hand turning center lane. There are some discussions of different alternative in the Forrest Park area.



Mr. Allan Doane asked if the traffic impact study includes the traffic generated by the sports field.

At this time there was some discussion that was unclear.

Mr. Pryce answered that the sports fields are for the Community. Roads have a certain carrying capacity to make sure they can accommodate.

Mr. Greg O'Brien explained that the Traffic Impact Study also looks at the future traffic impacts as well and a 5-year history report and a future report. He explained that the left hand turn will make it safer to turn on to Alps Road.

Mr. Paul Hovland asked if there is an estimated percentage increase that this development will create.

Mr. O'Brien explained during peak hours there are currently 50-60 vehicles on Alps Road which could increase to 200-250. He added that it currently is a very low volume road.

Mr. Arnold Bonang asked what the North line distance to Cumberland's Lake was.

Mr. Pryce answered 2kms.

A resident asked if there are any percentage of homes/projected land in this development that would be traditional building or is it all governed by the Condominium Corporation.

Mr. Pryce explained that it's all governed by the Condominium Corporation.

Mr. Leon Bonang asked if there are any plans to upgrade recreational facilities for the Porters Lake/Chezzetcook area.

Mr. Pryce explained that they welcome suggestions.

Mr. Bonang asked if there is a parkland fee to HRM.

Mr. Pryce explained that there is a parkland contribution between land, cash and works up to a percentage. They are looking at a significant community sports field. This will go towards the contribution to make up the amount.

Mr. Bonang clarified that he was talking about buildings.

Mr. Pryce explained that the policy requires up to 5% under Open Space.

Ms. Shannon Lohnes asked how likely the development is going to happen.

Mr. Pryce explained that they would like to get approval this year and start next year. He explained that they are meeting all the policy criteria and have spent two years on all this



analysis to make it work as well as held open houses to include public feedback. They want this to happen.

A resident asked how long phase one will take.

Mr. Pryce explained that they hope to have 50-80 units that will sell. This depends on the market on how quickly the development will roll out.

Mr. Burns explained that 18 month to 2 years for each phase.

### **Closing Comments**

Mr. Joudrey thanked everyone for attending. He encouraged anyone with further questions or comments to contact him.

### **Adjournment**

The meeting adjourned at approximately 9:15p.m.