



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

**Marine Drive, Valley and Canal Community Council**  
**May 30, 2012**

**TO:** Chair and Members of Marine Drive, Valley and Canal Community Council

**SUBMITTED BY:**

A handwritten signature in black ink, appearing to read "Brad Anguish".

Brad Anguish, Director of Community & Recreation Services

**DATE:** May 2, 2012

**SUBJECT:** Case 15969: Open Space Design Development Agreement – Windgate Drive, Windsor Junction

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**ORIGIN**

Application by Powder Mill Developments Limited.

**RECOMMENDATION**

**It is recommended that Marine Drive, Valley and Canal 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 agreement off Windgate Drive, Windsor Junction and schedule a public hearing;
2. Approve the development agreement contained in Attachment A to allow for a Classic Open Space Design development agreement off Windgate Drive, Windsor Junction; and
3. Require that the development agreement be signed by the property owner within 120 days, or any extension thereof granted by Council on request of the applicant, from the date of final approval of said agreement by Council and any other bodies as necessary, whichever is later, including applicable appeal periods; otherwise this approval shall be void and any obligations arising hereunder shall be at an end.

## **BACKGROUND**

### **Windgate Farm Property**

Windgate Farm is located at 156 Windgate Drive, Windsor Junction. The property is home to a 40 year old commercial horse stable which offers hunt seat equitation and riding lessons. The applicant, Powder Mill Developments Limited, has proposed to enter into an open space design development agreement to allow for the development of 14 dwelling units on the subject property. As proposed, the commercial component of the existing horse farm would be removed, although the barn structure would be retained for passive recreational purposes for residents of the new development. As part of the open space design proposal, no more than 40% of the property can be developed while the remaining 60% is to be maintained as common open space.

### **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 unless a subdivision was approved prior to 2004. New subdivisions involving more than 8 lots are now only 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 open space design developments is to minimize road development and focus development on areas that are most appropriate from an ecological and cultural stand point. Therefore, only 40% of the property can be developed and 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.

### **Proposal**

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

- 14 detached single unit dwellings;
- access to residential units through a shared common private driveway;
- access to the subject property provided via a new railway crossing subject to the removal of the existing crossing;
- ownership of the development is proposed to be through a condominium corporation;
- sanitary sewer service will be provided through a common sewage treatment facility; and
- 60% of the land retained for common open space is to be used for conservation and passive recreation uses.

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

The proposed agreement involves two properties, Area A and Area B, as shown on Schedule B of Attachment A. Area A represents the main property. It is a 10.7 acre (4.3 ha) parcel located to the west of 156 Windgate Drive. The property is bordered by Second Lake to the south and an existing rail line to the north, currently operated by the Windsor & Hantsport Railway Company. Area B consists of a 3.5 acre (1.4ha) parcel and is located immediately east of Area A. Combined, the two parcels equate to a total of 14.2 acres. The surrounding neighbourhood consists mainly of single unit dwellings. Although located in the community of Windsor Junction, the subject properties are located within the Sackville Plan Area as shown on Maps 1 and 2. The properties are zoned R-6 (Rural Residential) in the Sackville Land Use By-law (LUB) and designated Rural Residential in the Sackville Municipal Planning Strategy (MPS). The property is further designated Rural Commuter in the Regional MPS.

Access to the subject properties from Windgate Drive is provided through an existing railway crossing over the property located to the north which is currently owned by the Canadian Government Railway. Before the proposed development agreement can come into effect, the subject properties must be consolidated into one and an access easement across the rail line must be established and registered on title. This is discussed later in this report.

### **MPS Policy**

Policies S-15 and S-16 of the Regional Plan set out the criteria by which Council must consider Classic Open Space Design Development (Attachment B) proposals. The policies focus on the importance of retaining important ecological and cultural features, while demonstrating that there is sufficient groundwater, and minimizing the overall disturbance to the site.

### **DISCUSSION**

Staff has conducted a review of the proposed development against 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. During the review process, the following items were identified by staff for discussion:

#### **Water Service**

A common component of the policy evaluation requires that un-serviced properties conduct a hydrogeological analysis to assess the adequacy of groundwater to service the proposed development. In this case, the subject property is eligible to connect to central water services along Windgate Drive therefore a hydrological assessment of the subject property was not required. As a condition of the Development Agreement (Attachment A), the Applicant is required to connect to municipal water services.

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

Beyond the consolidation of Areas A and B, the proposed development will not involve any further subdivision of the lands. It is proposed that ownership of this development will be through a condominium corporation. Like a condominium which is more traditionally applied to a multiple unit dwelling, individuals will own their individual units and will be responsible for their maintenance. The condo corporation will be responsible for the maintenance of all other

aspects of the development, including the shared private driveway, common open space, equestrian facility and paddock area, and sanitary sewer system including the associated sewage treatment facility.

It is important to note that the proposed development may receive Municipal collection of solid waste if the development can fulfill the requirements of the 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 waste collection.

### **Common Open Space**

As discussed, the Classic Open Space Design Development Policy only allows the development of 40% of the property. The remaining 60% of the property is to be retained as common open space (as indicated on Schedule C of Attachment A) to be reserved for conservation and passive recreational uses. A large portion of the open space consists of an equestrian stable, paddock area, an existing trail, a common boat launch, the riparian buffer along Second Lake and the watercourse identified along the western portion of the properties. No new development or disturbance will be permitted within the common open space except for the construction of a common boat launch access to Second Lake. Future trail development may be considered along the property in the event that the lands bordering the property to the north, identified as Area C on Schedule B of Attachment A, become provincially or municipally owned parkland.

### **Development Standards**

The proposed development agreement specifies minimum building setbacks for all dwellings from the common shared driveway and other dwellings. Each dwelling will be permitted one accessory building of a maximum size of 55.74 square meters (600 square feet).

### **Access and Consolidation of Areas A and B**

The subject lands are currently made up of two properties, Area A and Area B. Before any development can proceed for this project the properties must be consolidated into a single parcel. Provisions to this effect have been included in the proposed development agreement. Access to the subject property via Windgate Drive is provided through the existing railway crossing. The crossing currently provides access to an existing single unit dwelling and Windgate Farm. Provisions have been included in the development agreement to ensure the existing railway crossing is removed and replaced with a new two lane crossing with increased visibility from Windgate Drive. As proposed, this new crossing will improve access and egress from the subject properties.

### **Halifax Watershed Advisory Board**

This application was presented to the Halifax Watershed Advisory Board (HWAB) on June 15, 2011. The Board has a number of recommendations that it wishes to have included within the development agreement (see the separate report from HWAB dated June 20, 2011 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 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 and

Regional Plan policies. However, the developer has been made aware of the recommendations and they may be incorporated as part of the proposal on a voluntary basis.

### **Conclusion**

The proposed application for a Classic Open Space Design development limits the disturbance to the overall property through clustering houses and sharing a common sanitary sewer system. The design of the driveway and placement of the houses will avoid the ecological features on the property which include the riparian buffers along Second Lake and the watercourse located on the western portion of the property. Staff is of the opinion the proposed development is consistent with Policies S-15 and S-16 of the Regional Plan and recommends approval of the proposed agreement as contained in Attachment A of this report.

### **BUDGET IMPLICATIONS**

There are no budget 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.

### **FINANCIAL MANAGEMENT POLICIES / BUSINESS PLAN**

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

### **ENVIRONMENTAL IMPLICATIONS**

The proposal meets all relevant, environmental policies contained in the MPS. Please refer to the Discussion section of this report and Attachment B for further information.

### **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 April 4, 2011. For the Public Information Meeting, notices were posted on the HRM website, in the newspaper and mailed to property owners within the notification area as shown on Map 1. Attachment C contains a copy of the minutes from the meeting.

Further, staff consulted with members of the Second Lake Regional Park Association and the Sackville Rivers Association on July 21, 2011. Attachment D contains additional correspondence received from the public.

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 as shown on Map 2, will be notified of the hearing by regular mail.

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

**ALTERNATIVES**

1. Council may choose to approve the proposed development agreement contained in Attachment A of this report. This is the recommended alternative.
2. Council may refer the case back to staff with specific changes to modify the development agreement. 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, and in doing so, must provide reasons based on a conflict with the applicable MPS policies.

**ATTACHMENTS**

|              |   |
|--------------|---|
| Map 1        | Location and Zoning                                       |
| Map 2        | Generalized Future Land Use                               |
| Attachment A | Proposed Development Agreement                            |
| Attachment B | Policy Review – Excerpt from the Regional MPS             |
| Attachment C | Minutes from the April 4, 2011 Public Information Meeting |
| Attachment D | Additional Correspondence Received from the Public        |

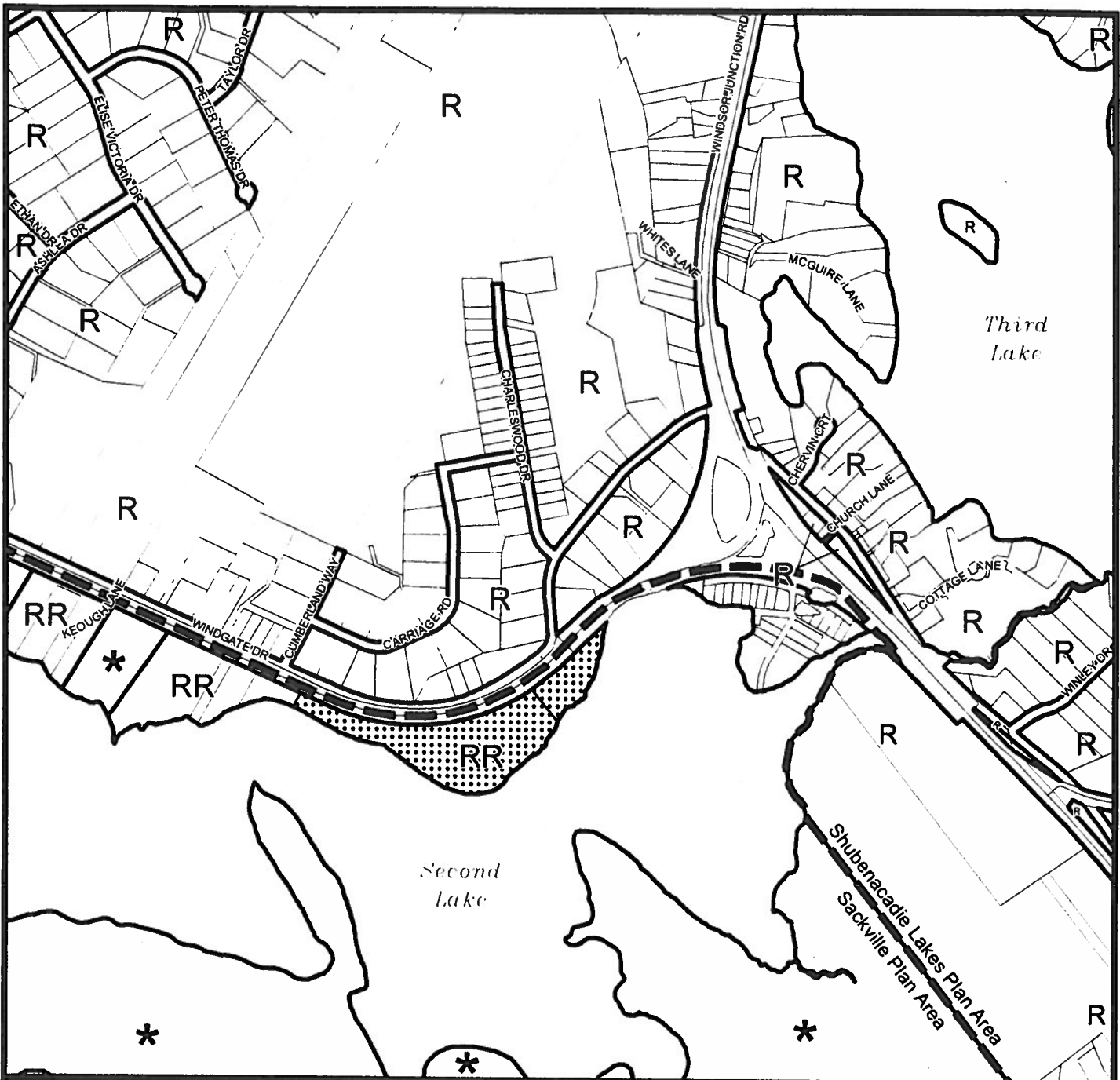
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A copy of this report can be obtained online at <http://www.halifax.ca/commcoun/cc.html> then choose the appropriate Community Council and meeting date, or by contacting the Office of the Municipal Clerk at 490-4210, or Fax 490-4208.

Report Prepared by: Tyson Simms, Planner I, 869-4747

Report Approved by:

  
Kelly Denty, Acting Manager of Development Approvals, 490-4800



**Map 1**  
**Generalized Future Land Use**

 **Subject Area**

Sackville Plan Area

RR Rural Residential Designation

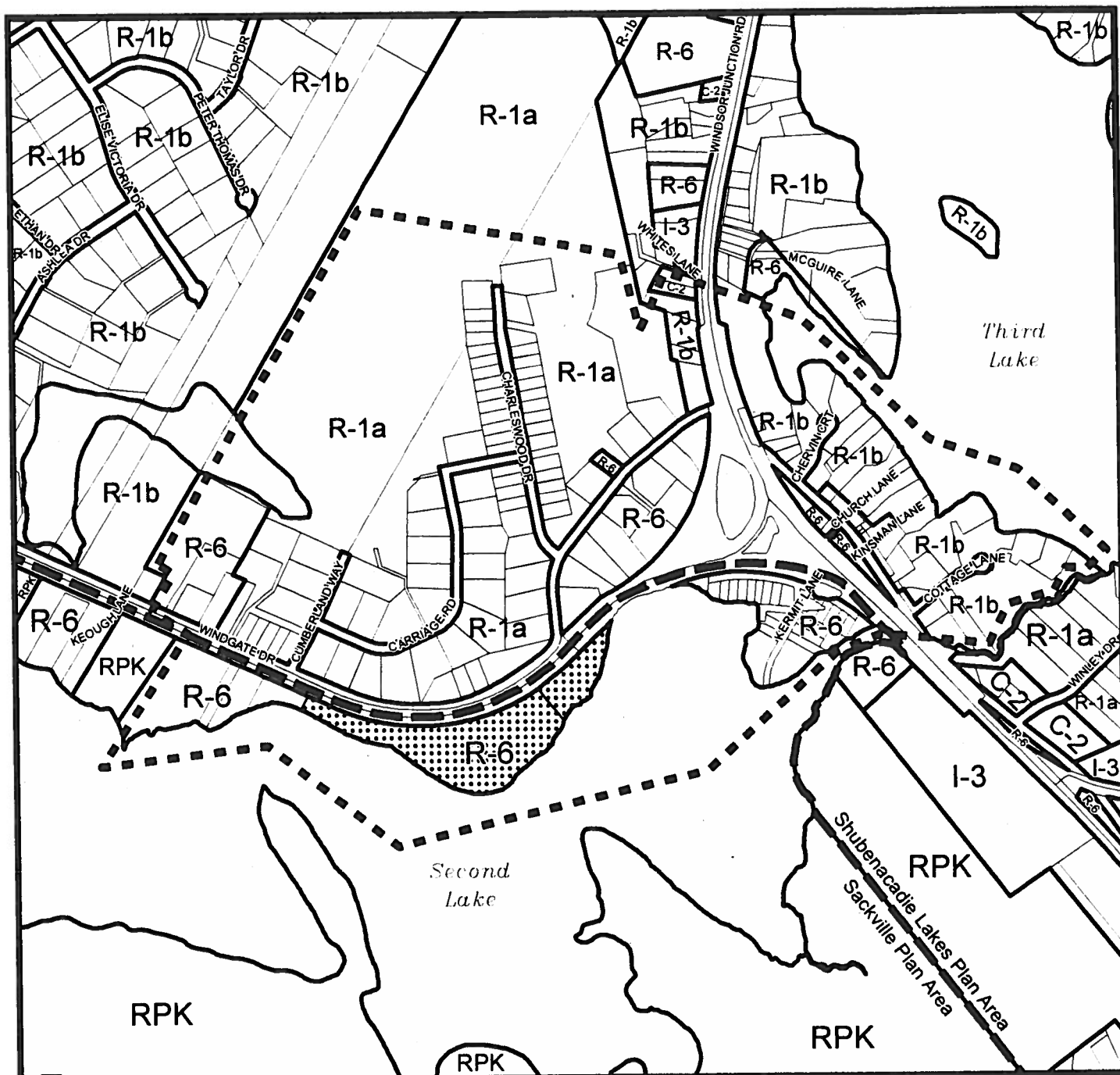
\* Area under the 1982 Sackville MPS

Shubenacadie Lakes Plan Area

R Residential Designation

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Planning Services





## Map 2 Zoning



Subject Area

### Sackville Plan Area

RPK Regional Park Zone  
R-6 Rural Residential Zone



Notification Area

### Shubenacadie Lakes Plan Area

R-1a Single Unit Dwelling Zone  
R-1b Suburban Residential Zone  
R-6 Rural Residential Zone  
C-2 Community Commercial Zone  
I-3 Light Industrial Zone

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**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 at 156 Windgate Drive, Windsor Junction 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 fourteen (14) single unit dwellings 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 Marine Drive, Valley and Canal Community Council for the Municipality approved this request at a meeting held on <INSERT DATE>, referenced as Municipal Case Number 15969;

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 Sackville Land Use By-law and the Regional Subdivision By-law, as may be amended from time to time.

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

1.3.1 Further to Section 1.2 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 system, water supply system, stormwater sewer and drainage system, and utilities. Such approvals shall be obtained in accordance with all applicable by-laws, standards, policies, and regulations of the Municipality and other approval agencies. All costs associated with the supply and installation of all servicing systems and utilities shall be the responsibility of the Developer. All design drawings and information shall be certified by a Professional Engineer or appropriate professional as required by this Agreement or other approval agencies.

1.3.3 The Developer shall be responsible for the construction of the on-site sanitary sewer system and all associated infrastructure. All costs associated with the installation and maintenance of the on-site sanitary sewer system and all associated infrastructure shall be the responsibility of the Developer or future property owner.

### **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 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**

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

**1.6 Provisions Severable**

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

**PART 2: DEFINITIONS**

**2.1 Words Not Defined under this Agreement**

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

**2.2 Definitions Specific to this Agreement**

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

- (a) "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 at least 60% of the Lands is retained as Common Open Space;
- (c) "Common Open Space" means the portion of the Lands not designated as Developable Area, that shall be retained for Common Use;
- (d) "Common Shared Private Driveway" means a shared private driveway in the Developable Area which provides access from the Municipal or Provincial public street to the Developable Area and individual Home Sites;
- (e) "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

Driveway, Home Site Driveways, Home Sites, buildings (with the exception of the Equestrian Stable), lawns and grading alterations, and on-site sanitary sewer systems.

- (f) "Equestrian Stable" means a building solely for the non-commercial, private use and handling of a maximum of 28 horses and shall include a stable, indoor riding ring and associated paddocks as identified on Schedule C as Equestrian Stable and Paddock Area.
- (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) "Home Site" means a specific area designated for an individual single unit dwelling;
- (j) "Home Site Driveway" means a driveway providing access to a Home Site and single unit dwelling from the Common Shared Private Driveway, and;
- (k) "Landscape Architect" means a professional, full member in good standing with the Canadian Society of Landscape Architects.

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

#### **3.1 Schedules**

The Developer shall develop the Lands in a manner, which, in the opinion of the Development Officer, conforms with the following Schedules attached to this Agreement and filed in the Halifax Regional Municipality as Case Number 15969:

|            |                                |
|------------|--------------------------------|
| Schedule A | Legal Description of the Lands |
| Schedule B | Subject Areas                  |
| Schedule C | Site Plan                      |
| Schedule D | Existing Site                  |

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

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

- (a) Up to fourteen (14) single unit dwellings subject to the requirements of this Agreement;
- (b) Accessory buildings and structures as provided herein;

- (c) An existing trail located along the western portion of the Lands as identified on Schedule C of this Agreement;
- (d) The existing Equestrian Stable as provided herein, and;
- (e) Business uses in conjunction with permitted single unit dwellings, subject to the requirements of Section 12.3 of the Sackville Land Use By-law, and specifically excluding both day care facilities and bed and breakfasts.

3.2.2 A minimum of sixty (60) percent of the lands shall be retained as Common Open Space. The Common Open Space cannot be used for any purpose other than for passive recreation or conservation related use as defined in this agreement.

3.2.3 No development shall be permitted within any watercourse setback and buffer, including but not limited to any excavation, infilling, tree, stump and other vegetation removal. Further no activity shall be permitted including but not limited to the placement of accessory structures, decks, fences, boardwalks, wharfs and boat ramps.

3.2.4 Notwithstanding Subsection 3.2.2 and 3.2.3, of this Agreement, walkways and trails not exceeding 2 meters in width may be permitted in the Common Open Space in accordance with Section 3.9.3 of this Agreement.

3.2.5 Notwithstanding Section 3.2.2 and 3.2.3 a boat ramp and access trail not exceeding 3 meters in width maybe permitted in the Common Open Space as shown on Schedule C in accordance with Section 3.9.1 (e) and 3.9.2 of this Agreement.

### **3.3 Subdivision of the Lands**

3.3.1 Area A and Area B, as shown on Schedule B, shall be consolidated into one parcel, in accordance with the Regional Subdivision By-law and Section 3.4.1 (a) and 3.4.2 (a) of this Agreement. No further subdivision or consolidation shall be permitted on the Lands.

### **3.4.1 Requirements Prior to Approvals**

3.4.1 Prior to any site clearing, tree removal or construction on the Lands the Developer shall:

- (a) Receive approval from the Municipality for a lot consolidation in accordance with Section 3.3.1 of this Agreement; and
- (b) Obtain the necessary permits for all required servicing work, including but not limited to a Streets and Services Permit.

3.4.2 Prior to the issuance of the First Development Permit the Developer shall:

- (a) Complete the consolidation of Area A and Area B, as shown on Attachment B, through the Municipal subdivision process, in accordance with Section 3.3.1.
- (b) Acquire a demolition permit, where necessary, for the removal of the following structures:
  - (i) The existing single unit and mobile dwelling, as identified on Schedule D;

- (ii) The existing Agricultural Use Barn, as identified on Schedule D; and
    - (iii) Any existing manure pile or manure collected on the Lands.
  - (c) Construct the necessary services for the Lands, including but not limited to the On-Site Sanitary Sewer System, Common Shared Private Driveway, Private Railway Crossing and infrastructure related to the provision of water service on the Lands; and
  - (d) Upon construction and completion of the Proposed Private Railway Crossing as shown on Schedule C, the Developer shall close and remove the existing Railway Crossing identified on Schedule C as Existing Private Crossing.
- 3.4.3 Further to Section 3.4.2 of this Agreement, prior to the issuance of the First Development Permit the Developer shall provide the following to the Development Officer:
- (a) A detailed design of the Common Shared Private Driveway in accordance with Section 3.6 of this Agreement and with the standards of the National Building Code;
  - (b) A detailed design of the Water Service Lateral and any required water service infrastructure in accordance with Section 3.7 of this Agreement;
  - (c) Approval from N.S. Environment of the on-site sanitary sewer system;
  - (d) A detailed design of the Common Shared Private Railway Crossing in accordance with Sections 3.6 of this Agreement;
  - (e) A Landscaping Plan in accordance with Section 3.9 of this agreement;
  - (f) A detailed Site Disturbance Plan in accordance with Section 5.1.1(a) of this Agreement;
  - (g) A detailed Erosion and Sedimentation Control Plan in accordance with Section 5.1.1 (b) of this Agreement;
  - (h) A detailed Site Grading and Stormwater Management Plan in accordance with Section 5.1.1 (c) of this Agreement;
  - (i) A copy of a Permanent Access Easement over the Lands identified as Area C, as shown on Attachment B, in accordance with the following conditions:
    - (i) The Permanent Access Easement shall be registered with the Registry of Deeds or Land Registry Office at Halifax, Nova Scotia;
    - (ii) The registered Permanent Access Easement shall not contain any conditions whereby access to and/or maintenance of the subject Lands is restricted;
    - (iii) The Permanent Access Easement shall allow for the installation and maintenance of all required infrastructure related to the provision of water service on the Lands, and;

- (iv) The Permanent Access Easement shall permit access to Halifax Water to inspect any required infrastructure or device located on the Lands and the property identified as Area C as labelled on Schedule B of this Agreement.
- (g) A copy of a Private Crossing Agreement between the Developer and the owner of the Lands identified as Area C, as shown on Attachment B and the Agreement shall reference the uses permitted under this agreement under Section 3.2.
- (h) A letter from a surveyor or professional engineer certifying that the structures listed under Section 3.4.2 (b) have been removed from the site in accordance with this Agreement; and
- (i) Copies of the necessary inspections and acceptance of work completed, including but not limited to:
  - (i) Certification from a Surveyor or Professional Engineer that the Developer has constructed and located the on-site sanitary sewer system and common shared private driveway in accordance with the general location as shown on Schedule C of this Agreement;
  - (ii) Approval from Nova Scotia Environment that the constructed sanitary sewer system has been inspected and approved;
  - (iii) Certification from a Professional Engineer that the construction of the Common Shared Private Driveway, in accordance with the detailed design as required in Section 3.4.3(a) of this Agreement;
  - (iv) A Certificate of Construction Compliance for the water service lateral and related infrastructure, in accordance with Section 3.4.3 (b) of this Agreement, and;
  - (v) Certification from a Professional Engineer that the Developer has constructed the required Private Railway Crossing and removed the Existing Private Crossing in accordance with Section 3.4.3 (c).

**3.4.4 Prior to the issuance of a Construction Permit the Developer shall provide the following to the Development Officer:**

- (a) A site plan of the whole property prepared and endorsed by a Surveyor, that illustrates the following:
  - (i) Building Footprint;
  - (ii) Proposed location of the Common Open Space delineation pursuant to Section 3.4.6 of this Agreement;
  - (iii) Location of the Existing Equestrian Stable;
  - (iv) Common Shared Private Driveway, and;
  - (v) All other structures that have received approval for construction;
- (b) A detailed site plan focusing on the specific development illustrating:
  - (i) The proposed location of the structure, including setbacks from adjacent property lines, the Common Shared Private Driveway, all surrounding structures and Common Open Space;

- (ii) The proposed location of the Common Open Space delineation pursuant to Section 3.4.6 of this Agreement;
  - (iii) The proposed location and size of the septic holding tank and any associated infrastructure related to the on-site sanitary sewer system;
  - (iv) Proposed location any infrastructure related to the provision of water service;
  - (v) The proposed location and size of the lawn area;
  - (vi) The proposed location and size of all paved areas;
  - (vii) Any watercourse and riparian buffers, and;
  - (viii) Grade alteration.
- 3.4.5 For all single unit dwellings, prior to the issuance of a Construction Permit, the Developer shall submit a Home Site Grading Plan which corresponds to Schedule C and the Site Grading Plan in accordance with Sections 5.1 of this Agreement.
- 3.4.6 For all single unit dwellings, prior to the issuance of a Construction Permit for any site preparation (e.g. tree removal, excavation activity, etc), the boundary of the adjacent Common Open Space within 30 meters of the proposed structure, shall be delineated with snow fence, or another appropriate method as approved by the Development Officer. The Developer or the future property owner, as the case may be, 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 or future property owner for the duration of the construction and may be removed only upon the issuance of an Occupancy Permit for the dwelling.
- 3.4.7 Construction permits shall not be issued until the detailed design information, necessary permits, construction and inspections/acceptance, as outlined in Sections 3.4.4 have been satisfied, as well as any other conditions imposed by the Development Officer.
- 3.4.8 Prior to the issuance of the first Occupancy Permit, the Developer shall submit the following to the Development Officer:
- (a) A letter from a Landscape Architect certifying that all required landscaping has been completed, in accordance with Section 3.9 of this Agreement.
  - (b) Certification from a Professional Engineer indicating that the Developer has complied with the Erosion and Sedimentation Control Plan required pursuant to Section 5.1(b) of this Agreement;
  - (c) Certification from a Professional Engineer indicating that the Developer has complied with the Stormwater Management Plan required pursuant to Section 5.1(c) of this Agreement;
- 3.4.9 For all single unit dwellings, prior to the issuance of an Occupancy Permit, the Developer shall submit certification from a Surveyor or Professional Engineer that the Developer has complied with the Home Site Grading Plan and the Site Grading Plan.
- 3.4.10 Notwithstanding Sections 3.4.8 and 3.4.9, if a Professional Engineer is unable to certify that the Developer has complied with the Home Site Grading Plan, the Site Grading Plan, the Erosion and Sedimentation Control Plan and the Stormwater Management Plan as



required pursuant to this Agreement, the Developer shall provide the Development Officer with certification from a Professional Engineer indicating that the Developer has remedied any non-compliance with those plans to meet or exceed the standards required by the plans.

- 3.4.11 Notwithstanding Section 3.4.8(a), Occupancy Permits may be issued provided that the weather and time of year does not allow the completion of the outstanding landscape works and that the Developer supplies 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 Landscape Architect and acceptable to the Municipality. 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 Section 3.9 of this 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.
- 3.4.12 Notwithstanding any other provision of this Agreement, the Developer shall not occupy or use the Lands for any of the uses permitted by this Agreement unless an Occupancy Permit has been issued by the Municipality. No Occupancy Permit shall be issued by the Municipality unless and until the Developer has complied with all applicable provisions of this Agreement, 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.
- 3.4.13 Provided the requirements of this Agreement have been fulfilled, the Municipality shall consent to the registration of a condominium on the Lands through the Condominium Act, if requested by the Developer.

### **3.5 New Single Unit Dwellings and Accessory Buildings and Structures**

- 3.5.1 Notwithstanding Section 4.5 of the Sackville Land Use By-law as amended from time to time, more than one dwelling is permitted on the Lands in accordance with this Agreement.
- 3.5.2 Notwithstanding Section 4.5 of the Sackville Land Use By-law as amended from time to time, no more than one building related to resource uses shall be permitted.
- 3.5.3 Notwithstanding Section 4.19 of the Sackville Land Use By-law as amended from time to time, uncovered patios, stairways, sundecks, walkways or steps, window bays and solar collectors, and exterior enclosed staircases, balconies, porches, and verandas shall not encroach into a required setback or watercourse buffer.

- 3.5.4 New single unit dwellings shall be located in approximately the same locations in the Developable Area as illustrated on Schedule B, subject to the following requirements:
- (a) No portion of a dwelling shall be located less than 6.1 meters (20 feet) from the 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 shall be located less than 6.1 meters (20 feet) from another dwelling on the Lands;
  - (d) The maximum Footprint of a building of a dwelling shall not exceed 278.7 square meters (3000 square feet), excluding any used for an attached garage, which shall not exceed 55.74 square meters (600 square feet); and
  - (e) The maximum height of a dwelling shall not exceed 10.67 meters (35 feet).
- 3.5.5 Within the Developable Area, each single unit dwelling 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 the 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 other dwelling, besides the associated buildings or structures, on the Lands;
  - (e) The maximum Footprint of the building or structure shall not exceed 55.74 square meters (600 square feet); and
  - (f) The maximum height of the building or structure shall not exceed 4.57 meters (15 feet).
- 3.5.6 Within the Common Open Space, an equestrian stable shall be located in approximately the same location as illustrated on Schedule C, subject to the following requirements:
- (a) No Portion of the Equestrian Stable shall be permitted on the Lands identified as Area C, as shown on schedule B;
  - (b) The Equestrian Stable shall not be used for commercial or institutional purpose(s);
  - (c) The Equestrian Stable shall be for the common use of all owners of the Lands;
  - (d) No future expansion of the Equestrian Stable or associated paddock area shall be permitted;
  - (e) The Equestrian Stable shall not exceed a building footprint of eighteen thousand, six hundred (18,600) square feet;
  - (f) The Equestrian Stable shall not exceed a width of sixty-two (62) feet;

- (g) The maximum height of the Equestrian Stable shall not exceed thirty five (35) feet;
  - (h) Any disposal area for livestock waste associated with the Equestrian Stable shall be located a minimum distance of 300 feet (91.5 m) from any watercourse or potable water supply, except for a potable water supply that is located on the same property.
- 3.5.7 Notwithstanding Section 3.5.6, subject to acquisition of all required permits, the Developer or future property owners may remove the Equestrian Stable and associated Paddocks Area, provided the subject lands are retained as Common Open Space.
- 3.5.8 No accessory building or structure shall be used for human habitation.

### **3.6 Access and Parking Requirements**

- 3.6.1 Access to the Home Sites shall be via a Common Shared Private Driveway and Private Railway Crossing, shown as Proposed Private Driveway and Proposed Private Crossing on Schedule C. Driveway names are subject to change, as per the requirements of the Civic Addressing By-law.
- 3.6.2 The Developer is responsible for the placement and maintenance of driveway name signage in accordance with Civic Addressing By-law (By-law C-300).
- 3.6.3 The Common Shared Private Driveway and Private Railway Crossing shall comply with the requirements of the National Building Code for required access routes for fire department use.
- 3.6.4 Each single unit dwelling shall include at least one parking space at least 2.74 meters (9 feet) wide and 6.1 meters (20 feet) long.
- 3.6.5 Each single unit dwelling shall include a Home Site Driveway with a maximum width of 6.1 meters (20 feet).
- 3.6.6 The Common Shared Private Railway Crossing shall comply with the requirements of Transport Canada and the National Building Code where applicable.
- 3.6.7 The existing Private Railway Crossing shall be removed upon completion of the new Common Shared Railway Crossing. Removal of the existing Private Railway Crossing shall comply with the requirements of Transport Canada and the National Building Code where applicable.

### **3.7 Water Servicing Requirements**

- 3.7.1 Water Service shall be provided to the site via a Private Water Main, shown as Water Main (Proposed) on the Schedule C.
- 3.7.2 All design and construction of primary and secondary service systems shall satisfy Municipal Service Systems Specifications unless otherwise provided for in this Agreement and shall receive written approval from Halifax Regional Municipality and Halifax Water prior to undertaking the work.

- 3.7.3 The Developer shall be responsible for all aspects of maintenance for the proposed Water Main and related servicing infrastructure. This infrastructure shall not be taken over by the Municipality.

**On-Site Sanitary System**

- 3.8 The Lands shall be serviced through a privately owned and operated on-site sewer system. The Developer agrees to have prepared by a qualified professional and submitted to NS Environment, a design the private sewage disposal systems. No Development Permit shall be issued prior to the Development Officer receiving a copy of all permits, licences, and approvals required by NS Environment respecting the design, installation, construction of the on-site sewage disposal system.

**3.9 Landscaping**

- 3.9.1 In accordance with Section 3.4.3 (d) of this Agreement, the Developer agrees to provide a Landscaping Plan prepared by a Landscape Architect, which complies with the following requirements:

- (a) All areas proposed to serve as open space which currently are not landscaped, with the exception of the Equestrian Stable and associated paddock area shall be grassed and may incorporate alternative natural ground covers such as water features, stone (washed or flat), mulch, perennials and annuals;
- (b) A total of twenty eight (28) trees of minimum size as outlined in Section 3.9.3, shall be planted along the Common Shared Private Driveway;
- (c) A total of ten (10) trees of minimum size as outlined in Section 3.9.3 shall be planted along the Common Boat Launch Access as identified on Schedule C;
- (d) Ornamental plants shall be planted and maintained by the Developer around the base of the sign as per Section 3.10 of this Agreement; and
- (e) The common boat launch access trail shall not exceed 3 meters (9.84 feet) in width and shall be constructed of pervious ground cover such as gravel or another appropriate ground cover approved by the Development Officer in accordance with Section 3.9.2.

- 3.9.2 No disturbance, including development, erection of structures, clearing of vegetation or grade alteration shall be permitted within any riparian buffer, with the exception of a beach and common area, as indicated on Schedule C, in which case the following shall apply:

- (a) Clearing for an access trail may occur to a maximum width of 3 meters (6.56 feet);
- (b) The access trail must consist of natural ground covering;

- (c) The beach and common area shall be constructed of natural ground covering and may include a boat ramp and dock.
- 3.9.3 Provided Area C, as identified on Schedule B, becomes publically owned park land, a private trail within the riparian buffer (between the individual Home Sites and Second Lake) may be constructed subject to the following requirements:
  - (a) The proposed trail shall not exceed 2 meters (6.56 feet) in width;
  - (b) The proposed trail shall be constructed of natural ground covering;
  - (c) Construction of any elements such as boardwalks, railings or fencing shall not be permitted; and
  - (d) The trail shall connect to Area C as identified on Schedule B.
- 3.9.4 Planting details for each type of plant material proposed on the Landscaping Plan shall be provided, including species list with quantities, size of material, and common and botanical names (species and variety).
- 3.9.5 The minimum acceptable sizes for new plant material shall be as follows:
  - (a) High branching deciduous trees at grade: 60 mm (2.36 inches) calliper;
  - (b) Coniferous trees: 1.5 meters (4.92 feet) in height, and;
  - (c) Shrubs: 0.6 meters 1.97 feet) in height or spread
- 3.9.6 All plant material shall conform to the *Canadian Nursery Trades Association Metric Guide Specifications and Standards*, as amended from time to time, and sodded areas to the *Canadian Nursery Sod Growers' Specifications*, as amended from time to time.
- 3.9.7 All disturbed areas shall be reinstated to original condition or better as per the direction of the Development Officer.
- 3.9.8 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 has the discretion to require that the Developer or future property owner, as the case may be, 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.
- 3.9.9 If trees are removed or tree habitat is damaged beyond repair in the Common Open Space the Developer shall replace each tree removed or damaged with a new tree of minimum size as outlined in Section 3.9.5, 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 the Development Officer's permission as outlined in Section 3.9.8.

- 3.9.10 Prior to the issuance of any Occupancy Permit the Developer shall submit to the Development Officer a letter prepared by a member in good standing of the Canadian Society of Landscape Architects certifying that all landscaping has been completed according to the terms of this Development Agreement.
- 3.9.11 Notwithstanding Section 3.9.10 of this Agreement, the Occupancy Permit may be issued provided that the weather and time of year does not allow the completion of the outstanding landscape work and that the Developer supplies 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 deposit shall be returned to the Developer only upon completion of the work as described in Section 3.9.1 of this Agreement, 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.

### **3.10 Signs**

- 3.10.1 Signs shall be limited to those permitted under Section 12.3(e) of the R-6 Zone of the Sackville Land Use By-law as amended from time to time.
- 3.10.2 Notwithstanding Section 3.10.1, one (1) ground sign for civic addressing and community name shall be permitted, in conformance with the following requirements:
- (a) The sign shall be permitted on the Lands, near the entrance from Windgate Drive. No portion of the sign shall be placed on the property identified as Area C as identified on Schedule B. The specific location of such a sign shall require the approval of the Development Officer and Development Engineer;
  - (b) The maximum height shall not exceed 2.43 meters (8 feet) inclusive of support structures;
  - (c) The face area shall not exceed 2.23 square meters (24 square feet);
  - (d) The face area of the sign shall be constructed of natural materials such as wood or stone;
  - (e) The supports of the sign shall be constructed of wood, stone or metal;
  - (f) The sign shall not be internally illuminated;

- (g) The sign may be externally lit provided the light is limited to the greatest extent possible to the sign face with the light source concealed from view; and
- (h) Ornamental plants shall be planted and maintained by the Developer around the base of the sign.

### **3.11 Outdoor Lighting**

- 3.11.1 Lighting shall be directed to the driveways, parking areas, building entrances and walkways and shall be arranged so as to divert the light away from public streets, adjacent lots and buildings, and Second Lake.
- 3.11.2 Lighting on the Common Shared Private Driveway shall use a full cut-off fixture design.

### **3.12 Solid Waste**

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

### **3.13 Maintenance**

- 3.13.1 The Developer shall maintain and keep in good repair all portions of the development on the Lands, including but not limited to, the exterior of all buildings, fencing, walkways, recreational amenities, private driveways and parking areas, and the maintenance of all landscaping including the replacement of damaged or dead plant stock, trimming and litter control, garbage removal and snow and ice control.
- 3.13.2 The Developer shall be responsible for all aspects of maintenance of the Common Shared Private Driveway and the Home Site Driveways, and these private driveways shall not be taken over by the Municipality.

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

### **4.1 General Provisions**

Where applicable, all design and construction of primary and secondary service systems shall satisfy the latest edition of the Municipal Design Guidelines and the latest edition of Halifax Water's Design & Construction Specifications unless otherwise provided for in this Agreement, and shall receive written approval from the Development Engineer and Halifax Water prior to undertaking the work.

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

Any disturbance to existing off-site infrastructure resulting from the development, including but not limited to, streets, sidewalks, curbs and gutters, street trees, landscaped areas and utilities, shall be the responsibility of the Developer, and shall be reinstated, removed, replaced or

relocated by the Developer as directed by the Development Officer, in consultation with the Development Engineer.

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

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

5.1.1 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:

- (a) Submit to the Development Officer a detailed Site Disturbance Plan, prepared by a Professional Engineer indicating the sequence of construction and the areas to be disturbed or undisturbed;
- (b) Submit to the Development Officer a detailed Erosion and Sedimentation Control Plan prepared by a Professional Engineer in accordance with the Erosion and Sedimentation Control Handbook for Construction Sites as prepared and revised from time to time by 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) Submit to the Development Officer a detailed Site Grading and Stormwater Management Plan prepared by a Professional Engineer, which shall include an appropriate stormwater collection and treatment system. The Site Grading and Stormwater Management Plan shall identify the location of any area designated for the disposal of animal waste, 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**

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

- (a) Changes to the sign provisions as per Section 3.9.2 of this Agreement;
- (b) Consideration of a trail development in accordance with Section 3.9.3;
- (c) The granting of an extension to the date of commencement of construction as identified in Section 7.3 of this Agreement, and;
- (d) 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 shall be deemed substantive and may only be amended in accordance with the approval requirements of the *Halifax Regional Municipality Charter*.

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

**7.1 Registration**

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

**7.2 Subsequent Owners**

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

7.2.2 Upon the transfer of title to any lot(s), the subsequent owner(s) thereof shall observe and perform the terms and conditions of this Agreement to the extent applicable to the lot(s).

**7.3 Commencement of Development**

7.3.1 In the event that development on the Lands has not commenced within four (4) years from the date of registration of this Agreement at the Registry of Deeds or Land Registry Office, as indicated herein, the Agreement shall have no further force or effect and henceforth the development of the Lands shall conform with the provisions of the Land Use By-law.

7.3.2 For the purpose of this section, commencement of development shall mean final subdivision approval of the consolidation of Area A and Area B, as shown on Attachment B.

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

**7.4 Completion of Development**

7.4.1 Upon the completion of the whole development, 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 six (6) 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 single unit dwellings.

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, 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.

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

7.5.1 If the Developer fails to complete the development after six (6) years from the date of registration of this Agreement at the Registry of Deeds or Land Registration Office Council may review this Agreement, in whole or in part, and may:

- (a) Retain the Agreement in its present form;
- (b) Negotiate a new Agreement; or
- (c) Discharge this Agreement.

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

#### **8.1 Enforcement**

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

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

If the Developer fails to observe or perform any condition of this Agreement after the Municipality has given the Developer 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:

**<INSERT REGISTERED  
OWNER NAME>**

\_\_\_\_\_

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

=====

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

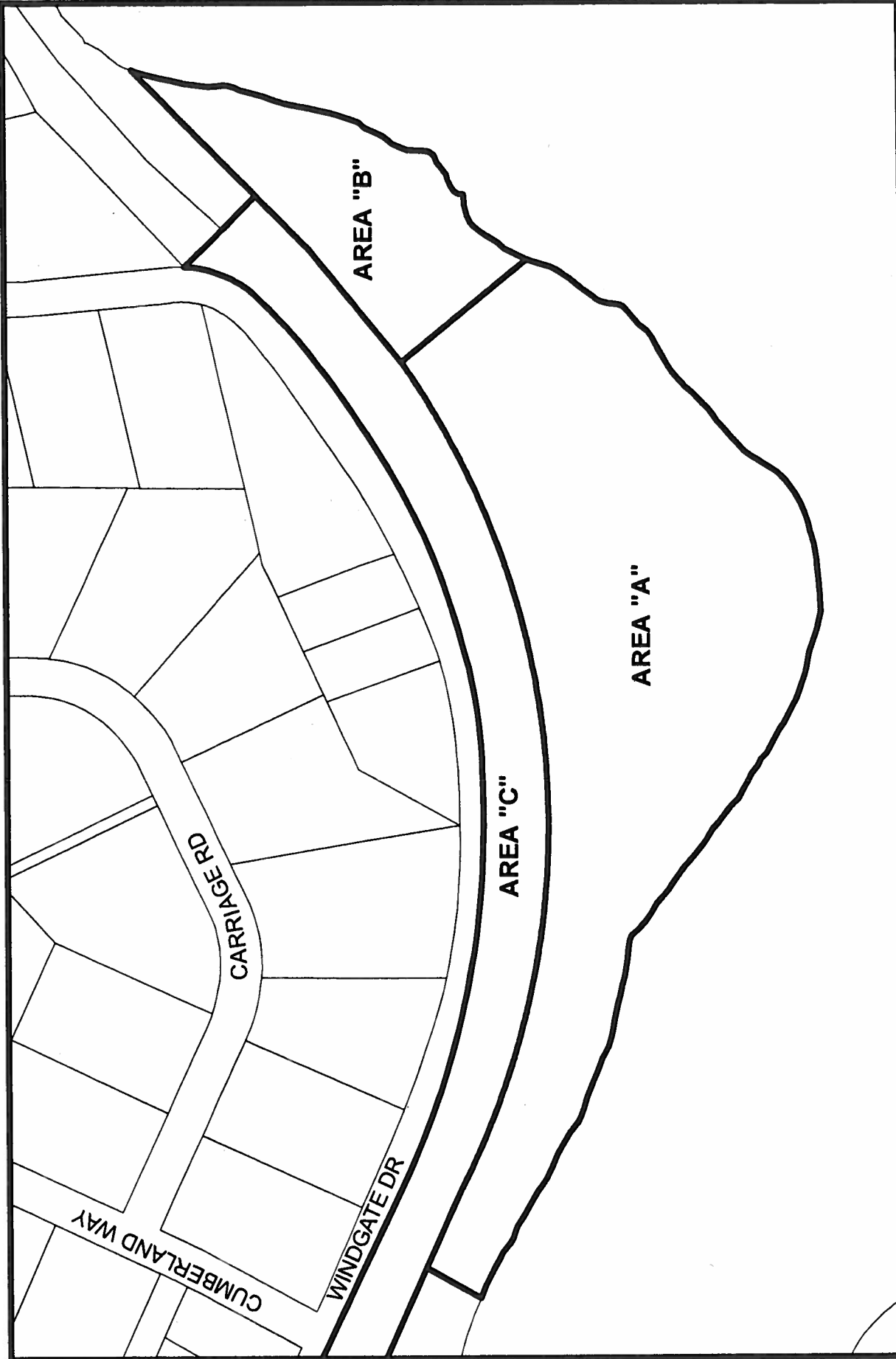
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**HALIFAX REGIONAL  
MUNICIPALITY**

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

\_\_\_\_\_

Per: \_\_\_\_\_  
Municipal Clerk



**HALIFAX**  
Regional Municipality  
Planning Services



Schedule B

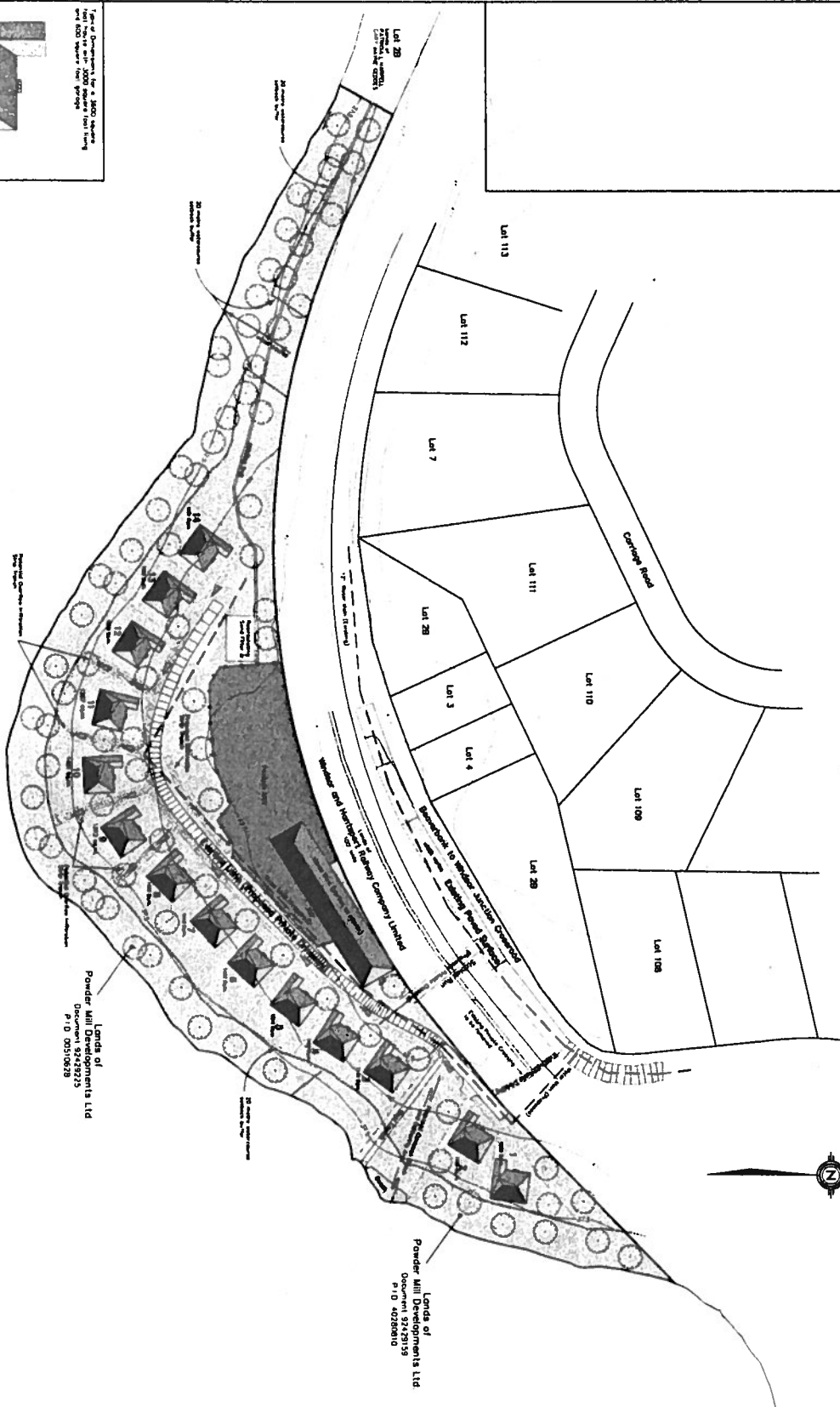
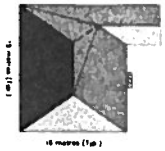
Feb 24, 2012

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

T:\Repmaps\Devagree\15969\SchedB.mxd (AKT)

**Approved Storage**

| Required                    | Proposed         |
|-----------------------------|------------------|
| Single Family 2.3 ha. (40%) | 1.80 ha. (31.4%) |
| Open Space                  | 3.95 ha. (68.6%) |
| Total Development Area      | 5.75 ha (100.0%) |



- [illegible]



**Windgate Farm Subdivision**

Concept Plan of Proposed  
Development of Lands of  
**Powder Miller Developments Ltd.**  
Beavbank and Windsor Junction Crossroads  
P.I.D. 005106528 and 40280810  
Windsor Junction, Halifax Regional Municipality  
Province of Nova Scotia

Scale 1:1,100 (metric)  
Sheet #25 Drawing 925-Concept  
Date:

Alan Gallant  
Director, Land Surveyor  
Geomatics, Nova Scotia  
Tel 863-7504 Fax 863-7401



**Windgate Farm Subdivision**

**Plan Showing Existing  
Site Conditions of Lands of  
Powder Miller Developments Ltd.**

Beaverbrook and Windsor Junction Costrados  
P.I.D. 005106528 and 40280810

Windsor Junction, Halifax Regional Municipality  
Province of Nova Scotia

Scale 1:1000 (metric)

File #23 Drawing 935Cont-1W+1-Enslimg

Date:

Alan Gahleit Land Surveyor  
Nova Scotia  
1000 Highway 104  
P.I. 8803-7054 Fax 883-7401

**Attachment B:**  
**Policy Review – Excerpt from the Regional MPS**

| <b>Policy Criteria</b>  | <b>Staff Comment</b>  |
|---|---|
| <b>Policy S-15</b>  |   |
| <i>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.</i> |   |
| <p><i>HRM will consider permitting the maximum density of such developments to one unit per hectare of gross site area.</i></p> <p>[As per Policy S-16, for classic open space developments, maximum density is 1 unit per 4000 square metres.]</p>   | <p>Based upon the provided concept plan (Schedule C of Attachment A) and HRM IMS data, the subject properties contain a total area of 14.2 acres. The proposed development agreement permits a maximum density of 14 units. This reflects the permitted density rate of 1 unit per acre.</p>  |
| <i>In considering approval of such development agreements, HRM shall consider the following:</i>  |   |
| <i>(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;</i>  | The proposed development is eligible for municipal water service, therefore a hydrological assessment is not required for this application.   |
| <i>(b) that there is sufficient traffic capacity to service the development;</i>  | A traffic impact statement was submitted by the applicant and has been reviewed by HRM Development Engineering. As such, the proposed development is not anticipated to impact traffic capacity. Further, the proposed new access will improve sight line distance along Windgate Drive.  |
| <i>(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;</i>   | <p>The proposed uses within the development agreement include</p> <ul style="list-style-type: none"> <li>-single unit dwellings,</li> <li>-business uses in conjunction with a home based businesses (excluding daycares and bed and breakfasts),</li> <li>-accessory buildings;</li> <li>-passive recreation spaces and uses including an</li> </ul> |

|   |  |
|---|--|
|   | <p>equestrian stable;<br/>-conservation uses, and;<br/>-a common boat launch access, not exceeding 3 meters in width within the common open space area.</p>  |
| <p>(d) whether soil conditions and other relevant criteria to support on-site sewage disposal systems can be met;</p>   | <p>Nova Scotia Environment (NSE) has provided preliminary comments regarding the type and location of the proposed on-site sanitary storm sewer system. In brief, the proposed system may be suitable subject to the soil conditions of the specific area identified for the treatment system, as shown on Schedule C of Attachment A. As per the conditions of the development agreement, the applicant is required to receive all necessary approvals and permits from NSE regarding the proposed on-site sanitary system prior to the issuance of a Development Permit.</p> |
| <p>(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;</p>  | <p>The proposal is for a bareland condominium, so there will be no new public street, simply a common shared driveway. The driveway is required to meet national building code standards for this type of access. The development agreement requires single unit dwellings to be setback 6.1 meters (20 feet) from each other.</p>   |
| <p>(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;</p>   | <p>Not applicable for classic open space design.</p>   |
| <p>(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);</p> | <p>Not applicable for classic open space design.</p>   |
| <p>(h) that the development is designed to retain the non-disturbance areas and to maintain connectivity with any open space on adjacent parcels;</p>   | <p>Due to the limited depth of the lot building sites will be clustered along a private cul-de sac style driveway. Building sites have been located outside of the riparian buffer to ensure minimum disturbance of lands immediately adjacent to Second Lake. At least 60% of the total area will be maintained as open space, and much of this open space will be in the form of riparian</p>  |



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|   | <p>buffers along Second Lake and areas that will retain natural vegetation. Though there is no "open space" on immediately adjacent parcels (private building lots and the railway property), the development agreement provides opportunities for consideration of connections to the railway property through future trail development.</p>                        |
| <p>(i) <i>connectivity of open space is given priority over road connections if the development can be sited on the parcel without jeopardizing safety standards;</i></p>   | <p>Due to the configuration of the subject property and the watercourse buffers around the developable area, the driveway layout does not compromise the connectivity of the open space or future open space connections as considered by the proposed development agreement.</p>  |
| <p>(j) <i>trails and natural networks, as generally shown on Map 3 or a future Open Space Functional Plan, are delineated on site and preserved;</i></p>  | <p>This property is not affected by any of the trails or natural networks shown on Map 3. In the event that the existing railway property, which bounds the subject property to the north, becomes utilized as a trail or linkage to the Second Lake Regional Park then private trail development and connections to the proposed development may be considered.</p> |
| <p>(k) <i>parks and natural corridors, as generally shown on Map 4 or a future Open Space Functional Plan, are delineated on site and preserved;</i></p>  | <p>This property is not directly affected by any of the parks or natural corridors shown on Map 4. Opportunities for future open space connections have been considered as part of the development agreement.</p>  |
| <p>(l) <i>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;</i></p>  | <p>The proposed private driveway (<u>not</u> a public street) and 40% developable area do not significantly impact the listed primary conservation features.</p>   |
| <p>(m) <i>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;</i></p> | <p>The proposed private driveway (<u>not</u> a public street) and building sites should not impact the listed secondary conservation features. The development agreement ensures minimal disturbance of the riparian buffers and areas that border Second Lake. As such, the scenic vistas of Second Lake from various viewpoints are protected.</p>                 |
| <p>(n) <i>that the roads are designed to appropriate standards as per Policy T-2;</i></p>   | <p>The proposal is for a bareland condominium, so there will be no new public street. The private driveway will need to meet the requirements of the National Building Code for required access routes for fire department use.</p>  |

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| <i>(o) views of the open space elements are maximized throughout the development;</i>   | Building sites are proposed to provide views of Second Lake and condo amenity space provided for passive recreation use (i.e. horse paddock area). Further, the common boat launch access is proposed to provide a single access to Second Lake.   |
| <i>(p) opportunities to orient development to maximize the capture of solar energy;</i>   | Due to the shape of the subject property, building sites will be generally oriented in a north to south layout. Individual building design will not be covered by the development agreement.   |
| <i>(q) the proposed residential dwellings are a minimum of 800 metres away from any permanent extractive facility;</i>  | There are no permanent extractive facilities within 800 metres of the subject property.  |
| <i>(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</i> | As required by the development agreement, the riparian buffers located along Second Lake are to be retained in an effort to protect neighbouring freshwater resources such as Second Lake and adjacent watercourses. Access to the Lake has been provided through a single common shared access so as to minimize disturbance along various portions of the lake frontage. On-site sanitary services have been proposed in areas away from Second Lake and treated in a location near the northern property boundary. These on-site services are subject to the requirements and approvals of Nova Scotia Environment. |
| <i>(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.</i>  | Consideration has been given to prospective views of various points surrounding Second Lake. The development agreement requires conservation of the riparian buffer as open space to ensure minimal disturbance of these lands and to preserve views from surrounding uses.  |

**Policy 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:*

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| (a) <i>the criteria specified in Policy S-15, with the exception of items (f) and (g); and</i>  | See above.   |
| (b) <i>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.</i>  | It is anticipated that a condo corporation will own the entire property. At least 60% of the property will be designated as open space, which will be mainly riparian buffers, an equestrian stable and paddock area and a common shared boat launch access. The 40% non-open space (i.e. 'disturbed' area) will include the driveways and the individual building lots.   |
| <b>Policy IM-15</b>   |  |
| <i>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:</i>  |  |
| (a) <i>that the proposal is not premature or inappropriate by reason of:</i><br>(i) <i>the financial capability of HRM to absorb any costs relating to the development;</i><br>(ii) <i>the adequacy of municipal wastewater facilities, stormwater systems or water distribution systems;</i><br>(iii) <i>the proximity of the proposed development to schools, recreation or other community facilities and the capability of these services to absorb any additional demands;</i><br>(iv) <i>the adequacy of road networks leading to or within the development;</i><br>(v) <i>the potential for damage to or for destruction of designated historic buildings and sites;</i> | The proposal is not inappropriate for any of the listed reasons.<br>(i) The developer will be responsible for the costs required by the agreement;<br>(ii) Lots will be serviced by municipal water and an on-site sewage sanitary system subject to Nova Scotia Environment requirements and approvals;<br>(iii) Ash Lee Jefferson, Georges P. Vanier Junior High School, and Lockview High School would be the assigned neighbourhood schools. It is anticipated that this development would have minimal impact on student population and as such, students could be accommodated;<br>(iv) There are not any concerns about traffic capacity from a municipal perspective;<br>(iv) No registered heritage properties will be affected by this proposal. |
| (b) <i>that controls are placed on the proposed development so as to reduce conflict with any adjacent or nearby land uses by reason of:</i><br>(i) <i>type of use;</i><br>(ii) <i>height, bulk and lot coverage of any proposed building;</i><br>(iii) <i>traffic generation, access to and egress from the site, and parking;</i><br>(iv) <i>open storage;</i><br>(v) <i>signs; and</i>   | The uses permitted through the development agreement (i.e. single unit dwellings and typical accessory uses) are similar to those uses permitted in the R-6 and R1-a Zones in the surrounding area.  |

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| <i>(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.</i> | Through the open space design process, these primary conservation features have been avoided and impact has been minimized. |
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Attachment C  
Minutes from the April 4, 2011 Public Information Meeting

**HALIFAX REGIONAL MUNICIPALITY**  
**PUBLIC INFORMATION MEETING**  
**CASE NO. 15969 – Powder Mill Developments - 156 Windgate Drive, Windsor Junction**

Monday, April 4, 2011  
7:00 p.m.  
LWF Community Hall

**STAFF IN**

**ATTENDANCE:**

Tyson Simms, Planner, HRM Planning Services  
Thea Langille, Planning Supervisor, HRM Planning Services  
Alden Thurston, Planning Technician, HRM Planning Services  
Cara McFarlane, Planning Controller, HRM Planning Services

**ALSO IN**

**ATTENDANCE:**

Councillor Barry Dalrymple, District 2  
Councillor Bob Harvey, District 20  
Chris Macaulay, Powder Mill Developments, Applicant

**PUBLIC IN**

**ATTENDANCE:**

Approximately 60

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

The public information meeting (PIM) was called to order at approximately 7:00 p.m. at LWF Community Hall. Mr. Simms introduced his colleagues, Thea Langille, Alden Thurston and Cara McFarlane; Councillor Barry Dalrymple, District 2; Councillor Bob Harvey, District 20; and the applicant, Chris Macaulay.

The purpose of the meeting is to identify that HRM has received an application, explain the proposal and planning process involved, and receive feedback, comments and questions from members of the public.

No decisions will be made at tonight's meeting. Any decisions would be made at a later date by Marine Drive, Valley and Canal Community Council.

**2. Overview of planning process – Tyson Simms**

The PIM is the first step in the application process. HRM will then have an internal staff review where external agencies (including NSE) will be invited. The proposal will be reviewed by the Halifax Watershed Advisory Board (HWAB). Staff will draft a staff report with a

recommendation to Marine Drive, Valley and Canal Community Council (MDVCCC) along with a draft development agreement. MDVCCC will decide whether or not they want to enter into the agreement. Once a decision is rendered regarding the agreement, there is a 14 day appeal process through the Nova Scotia Utility and Review Board for either the applicant or members of the public to appeal that decision.

### **3. Presentation of Proposal – Tyson Simms**

The PIM is for Case No. 15969 which relates to a classic open space subdivision application at 156 Windgate Drive in Windsor Junction. The property is subject to two parcels (shown). Combined, these parcels add to approximately 14.2 acres in size.

The applicant has requested a development agreement to develop these properties through what is known as the classic open space design process. The proposal is for a bare land condominium consisting of 14 single unit dwellings.

Conventional and rural style subdivisions (large scale developments that particularly require on-site well and septic) are no longer encouraged through the Regional Plan policy. The policy does however allow for the subdivision of lands designated Rural Commuter by way of an open space style of development. Through this policy, the Regional Plan aims to focus development away from sensitive areas and preserve corridors or open space. Open space projects are approved through the development agreement process. Mr. Simms defined a development agreement and process involved.

There are two types of open space design, the hybrid and classic style of development. The applicant is proposing a classic open space design. This allows for one unit per acre where 60% of the property is retained in single ownership for open space uses. In this case, the ownership would be a condo corporation.

There is a set of enabling criteria and questions that council will look at to ensure that the proposal has met policy. Some of the criteria from Policy S-16 (enabling policy) were identified. Council will consider: that there is sufficient traffic capacity to service the development; the types of land uses to be included in the development; soil conditions and other relevant criteria to support that on-site sewage disposal can be met; the lot frontages and yards required to minimize the extent of road development to cluster building sites on the parcel and provide appropriate fire safety separations; that the development is designed to retain the non-disturbance areas and to maintain the connectivity with any open space on adjacent parcels; and that the proposed roads and building sites do not significantly impact upon any primary conservation area including repairing buffers, wetlands, areas designated in the 1:100 year floodplains, slopes in excess of 30%, agricultural soils, archeological sites, etc.

This proposal is for a classic open space design project where 60% of the overall site must remain as open space and owned by one entity. If that one entity is a bare land condominium corporation, as in tonight's proposal, the condominium corporation will own the entire site. There will only be a private driveway (no public streets).

Referring to the site plan, 60% of the site will be left as open space which includes a watercourse buffer (indicated on plan), and some amenity space (a portion of the equestrian facility and existing trails on the property). All of the housing infrastructure will be located within the remaining 40% which can be developed. Fourteen houses are proposed which is in keeping with the permitted density of one unit per acre. The houses will be serviced with water as they are located within the water service boundary and sewage will be through a shared cluster septic system and supporting infrastructure. Details on the system's design are regulated through Nova Scotia Environment (NSE) not HRM. Access will be provided through a private driveway coming off of Windgate Drive. The private driveway will be owned and maintained by the condominium corporation.

**Presentation of Proposal - Chris Macaulay, Powder Mills Development**

A proposal for Stage I was submitted in November 2009, and completed in January 2010. A meeting with internal and external agencies for review of Stage II planning and development was held in December 2010. So far, it has been close to a two year project.

The site is 156 Windgate Drive, Windsor Junction, roughly 14.2 acres which was used as a farm at one point but has been used as a horse stable for the past 20+ years. The land is surrounded by Second Lake to the south, a railway to the north and one abutting neighbor at the western edge. The land is zoned R-6 (Rural Residential).

The proposal is to do the development as a classic open space concept as per HRM policy under a condominium design. Essentially 14 single unit dwellings on roughly 1,250 square metre condominium lots. The entire parcel will belong to the condo corporation. There will be on-site sewage designed by an engineer. The property is in the water district; therefore, there will be city water. The plan is to reduce the number of horses. The Windsor-Hants Railway wanted the present location of the driveway moved and improved. They see this development as a benefit to provide a better entrance to the facility. The private driveway will be owned by the condominium corporation but will look like an HRM road because it will be built to emergency standards.

Residential development will occupy 40% of the land mass. The new location of the driveway (further to the west) was shown. A portion of the existing building will be removed to allow a more level and better access. Essentially, the lots shown in the plan and the actual private road make up 40% of the land mass that can be disturbed. The remainder, 60%, of the land mass will be left as green, recreational or agricultural space to be owned and maintained by the condominium corporation. Equestrian recreation use will be allowed on the site although it will be reduced; however, improvement to stables, trails, paddocks and a riding arena are planned. Other potential uses for the site are walking trails and possibly some sort of organic gardening or agriculture purpose that meet the criteria.

Before moving forward, a traffic impact study was completed by Atlantic Road and Traffic Management Engineers. The study found that there was no significant impact with 14 houses from that site but suggested a better access point which is the reason why it's been moved.

Qualified people have had to look at the amount of stormwater and how it will be handled on-site. No challenges or anything too complex were perceived. Most of the runoff from higher

elevations (Charleswood) that heads down towards Windgate Farm is actually caught at the railway through the interceptor ditches and then directed through the culverts and eventually down into Second Lake. It doesn't actually come across the property. Therefore, the only water that has to be dealt with is the rain water that falls on the property which gently slopes to the lake. Infiltration inducement devices, such as infiltration drenches, dry ponds, etc., will be used on the site. The plan also shows green space between lots to improve upon infiltration so that the water can get back down to the watertable.

Wastewater Management Plan – Engineers have suggested that finding a suitable location within the 60% of land mass available should not be difficult. The topography of the land is a plus because the slope is fairly generous. Soil conditions are also good and the limited stormwater runoff makes this for a highly efficient design. Each house will have its own holding tank. The holding tank will be pumped on a regular basis and then fed into a common field. There will be a contracted scheduled pumping and monitoring of the field. There is no plan to pump fluids down to Second Lake or any streams around the area.

Mr. Macaulay read the following from an engineer regarding the importance of a management system being in place to deal with regular monitoring and maintenance:

*"New technologies have proven to be very effective in managing wastewater, while also providing very little cost for the ongoing maintenance. However, it is still necessary to ensure that there is a management system in place to deal with regular monitoring and maintenance. To alleviate this concern, Service Nova Scotia created the instrument "Wastewater Management Districts and Bare Land Condominiums". It was created to provide adequate legal status to shoulder the responsibility of operating a shared system. This instrument would allow for the Windgate Farm Condo Corporation to be created and effectively manage the planned pumping intervals for the individual septic holding tanks and accrue funds from the condo owners for ongoing maintenance, repair and replacement of the "sewage system"."*

Summary – residential development including the private roadway and individual driveways will occupy 40% of the land; 60% of the land must remain green or for recreational space; the traffic studies found no significant traffic impacts; stormwater can be handled adequately on-site; sewage will meet or surpass the NSE regulations; and the proposed development will meet the intentions of the open space subdivision under Policy S-15/S-16.

Mr. Macaulay went over the site plan. The houses are closer to the private road making the length of the individual driveways shorter in order to provide better conditions for the water to get back into the watertable. A portion of the barn will be removed as well as another one. The look of the barn will be improved and the number of horses reduced. A common gathering field for the residents will be provided. He pointed out the location for a recirculating sand filter and drip bed, but that could change once the geological testing is done. There is the possibility that particular technology mentioned may not be used. The decision will be based on what is found once more testing is done. NSE may want a different type of system there.

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

David Comeau, Windsor Junction, said the notification sent out to residents was not clear. It led property owners to believe that this was strictly a single family development. Mr. Simms said there was no intention to create any confusion on that point. The notice does not specify



individual building lots nor does it specify a condominium but it does specify that this is a classic open space application.

Mr. Macaulay said it is important to keep in mind that the private road is going to look like an HRM road as well as the houses. The roads have to be built to emergency road standards (fire hydrants, street lights, etc.).

Mr. Comeau asked for clarification on the classic open space designs and ownership. A lot by legal definition is a conveyance of one piece of property. Mr. Simms said they can be identified as condominium lots. In this case, they were identified as lots but the overall intention is to identify the 40% developable portion. The remaining 60% will remain untouched. It was important to draw that distinction on the site plan. Mr. Simms made clear that it is not necessary that it is a condominium corporation. Sometimes you can have a classic open space proposal in which 40% would be owned by one association or entity and the remaining 60%, in some cases, can be owned by the municipality if the land is conveyed over to them but only for open space. In this case, within that 60% portion, there may be a suitable location for a sand drip filtration system; therefore the condominium would have to assume the 60%. NSE will not entertain an application for such a system unless it is owned by the condominium corporation because they will be responsible for maintaining and managing it.

One resident asked about the civic numbering and if there would be one family per condominium lot. Mr. Simms said they are single unit dwellings but not necessarily on single unit dwelling lots as it is all one property. The civic numbering would be the same but with different unit numbers. The civic addressing department through HRM will determine how the numbering will be assigned. Mr. Macaulay said the Municipal Planning Strategy (MPS) does not allow for a multi-unit dwelling anywhere in the area.

Rachel Shupe, Windsor Junction, is concerned about water runoff from where the land is going to be disturbed. The silt will ruin the lake and wildlife. This year, muck ended up in Second Lake when the ditches were being dug. Mr. Macaulay mentioned that their concern is what water falls on the property because the water from the higher elevations is intercepted by the railway and works its way either east or west. He is aware of the silt runoff and it will be handled through best practices in managing and maintaining it. Mr. Simms mentioned that a preliminary staff review of this proposal was done but there will be more staff reviews after this meeting. Therefore, issues related to drainage and runoff will certainly be looked at very closely by the HRM Development Engineer and his staff.

Tim Amon, Windsor Junction, was concerned about the height of the houses and the rats on the property. Once the construction starts, they will be forced into the neighborhood. Mr. Simms said the maximum building height under the land use by-law currently is 35 feet. That is the standard for most homes in the neighbourhood. Mr. Macaulay said it is their intention to do their best to counter the rat issue.

Mr. Grimes, Windsor Junction, asked if this is going to be the only public meeting for this application. Mr. Simms explained that MDVCCC will schedule a public hearing to make a decision on whether or not to enter into the development agreement. At that public hearing members of the public will have the opportunity to make comment. Members of the public may

also send comments to the clerk's office before the hearing. Thea Langille clarified that this is the only public information meeting that staff is hosting with respect to this particular application. It is very important for HRM staff to have a good understanding of what the issues and concerns are in the community so the right questions can be asked as we move forward through the process.

Mr. Grimes asked if each individual condo unit will have a holding tank. Mr. Macaulay said that is the intent. The holding tanks will then be pumped off to what could be a large sand field. However, depending on what the engineers say, that could change.

Mr. Grimes said the lake has a very slow flowing system. Second Lake leads into Third and a whole chain of lakes. If anything does get into it, all the lakes will be destroyed. Mr. Macaulay said the engineers will design the system and it will be monitored on a regular basis. Mr. Simms said that NSE will be largely involved in this process to determine what facilities will suffice to treat the affluent that is discharged from the homes.

Rick Clark, Windsor Junction, is concerned if Environment Canada oversees the process of the septic. Basically, the solids are gravity fed and all of the liquids are pumped into a common field for 14 houses. These systems fail during certain times of the year (thaws in the spring, big snow mass, power failures, large amounts of rain). It happens to people who have these typical systems on their properties now. The isolated one pump system here and there on a property surrounding a lake is not a big deal. There are going to be times when the lake will be inundated with dirty water from that common field with 14 houses pumping into it. Mr. Simms said it would be specifically NSE overseeing this. He made it very clear that what is proposed in terms of the technology (a common field or a sand drip filter irrigation system) has yet to be determined. NSE has made it very clear that soil testing will have to be done on this site to determine what the appropriate system will be.

Lindsay Clark, Windsor Junction, asked that when looking at these different systems, consideration be made for people who live on the lake that drink the water. Mr. Simms said that the Province, NSE, is the agency that question would be directed to.

Wayne Loftus, Sackville, asked if there are any plans for a boat ramp. Mr. Macaulay said he hasn't thought about that. There is currently a common area where smaller boats are put in the water. Mr. Simms explained that because this application is subject to a development agreement, staff and council can look at specific things before making a decision to either approve or not approve the agreement. The buffer area (shown) of 20 meters has been identified as part of that 60% portion for open space. There are strict requirements in the land use by-law in terms of what encroachments are not permitted within that 20 metre buffer. He believes that one of the encroachments is potentially a boat ramp. Mr. Loftus is concerned about having a boat ramp allowing the public to launch their boats. Mr. Macaulay said that the property is privately owned; therefore, the public will not have access.

Gerald Briand, Windsor Junction, wondered if the houses will be bought or rented. Mr. Simms said by definition, they could be either rented or they would assume one part in the larger condominium association. Mr. Macaulay said it is not their intent to rent; however, if someone buys one of the units, they could rent it.

Rita Hinz, Windsor Junction, wondered who is responsible for the renovation and maintenance of the farm. Will the existing home and trail disappear. Mr. Macaulay said the condominium corporation is responsible. A fund would be set aside as there will be some demolition and improvement on what is there today. Many people believe the building should be torn down. Perhaps the economics won't allow for a horse barn there. If that is the case, then maybe all of the structures would be removed and possibly allow it to grow naturally. Mr. Simms mentioned that council can consider the types of land uses to be included in the development. Because this is still subject to an HRM internal review and the review of council, all uses on the property will be identified as to what is appropriate and could be considered as part of the development. The applicant has proposed maintaining a portion of the existing Windgate Farm and paddocks. Ms. Hinz asked if it would be managed by the condominium corporation. Mr. Macaulay said yes but the corporation could lease it out to somebody who knows how to run a horse business.

Pat Currie, Windsor Junction, asked if there is only one entrance/exit for the subdivision. That is a very dangerous corner. There have been a number of accidents at that location. Has that been taken into consideration? Mr. Simms showed the proposed and existing entrance. When the applicant made a full application, a traffic impact statement was required. That study is provided by a traffic engineer who looks at things such as sight lines, traffic counts and this intersection was considered. The information will be sent to the development engineer who will make a determination as to whether or not the proposed location will suffice. If the proposed driveway goes ahead, the existing driveway would be removed.

Marilyn Challis, Sackville, read a newspaper article titled "Second Lake Has Been Saved" from the Bedford/Sackville Newspaper on February 17, 1999. The article referred to development around Second Lake and how the land should be preserved as parkland to protect the quality of the lake. Mr. Simms mentioned that her comment would be part of the public record.

One resident mentioned that a reduction in the number of horses will help.

Tim Nettle, Fall River Village, is curious about similar developments throughout HRM. Mr. Simms said there are other applications for open space design in HRM. He is inquiring with other offices in HRM to essentially determine how many applications are on the go right now. There are other developments, not necessarily through the open space design application process, but they do have private treatment facilities (eg: Voyageur Lakes, Glen Arbour).

One resident asked if the public will be kept informed of what is going at every stage of this process (especially the sewage system). Mr. Simms said proposal changes and new and revised information will be provided on the website. Staff are always available at our office location for the public to come view any changes or updates to the file. When the public hearing is scheduled, a notice will be mailed directing people to new information.

The resident mentioned that Second Lake is the last lake in metro that is fit to drink out of. The land has probably 40 years of horse manure impregnated into it. Currently, there are problems with a collapsed culvert at the crossing of the railroad causing levels to rise unusually high and eroding the shore line. These are things that need to be looked at.

Roger Gauvin, Sackville, wondered if there has been any consideration environmentally. There are going to be 14 homes with potential oil tanks. Mr. Macaulay is not sure about this issue. The property does face south and the barn has a big roof possibly enabling solar paneling. He is very much for reducing energy costs and consumption. Mr. Gauvin said the government could control that.

Councillor Dalrymple asked Mr. Simms to give a rough time line for this application. Mr. Simms envisions that HRM staff will review this application within the next month; from there go to HWAB at their next or following monthly meeting and from there staff will prepare reports. Therefore, towards the end of the summer going into the fall would be a fair assessment.

Amanda Silver, Windsor Junction, asked if the land will be owned by a condominium corporation and is the applicant going to oversee the sewage treatment system. Are there going to be condominium fees and property taxes associated with owning a house on the property? Mr. Macaulay said the whole concept of a condominium corporation for individual homes is something relatively new. The property tax base this particular property will be a new process for HRM as well. There will be condominium fees charged to each home owner, a monthly fee, which will accumulate in a trust account and eventually go to pay the tax bill and towards maintenance for engineering, septic systems, pumping of the septic tanks, and maintenance of the roads. Mr. Simms explained that the applicant is required to establish a condominium association through the Province. The applicant will have to inquire as to what their regulations and requirements are in terms of how they assess the property and how it is taxed.

Paul Hudson, Waverley, asked Mr. Macaulay if he will be allowing individuals to build their own houses. Mr. Macaulay said that it is still too early in the process. There will probably be a few designs with a common look for the houses. With respect to the property taxes, the private road will be built to HRM standards but maintained by a condominium corporation; therefore, they shouldn't be taxed for services related to the road. Mr. Simms said that HRM, through the development engineer and his staff, will have specific requirements in terms of what that driveway will look like. It doesn't necessarily mean that it will look like a public road. They will have strict requirements in terms of what the load bearing capacity is for emergency vehicles, the width, etc. He made it clear that the road is still subject to review.

Jurgen Hinz, Windsor Junction, believes the other side of the lake is designated parkland. It seems that this project, 14 dwellings on a separate relatively small land mass area, isn't in keeping with the parkland feel of the lake.

Perry Sampson, Windsor Junction, would like to know the price range and square footage of the homes. People move to this area to get away from overcrowding. When HRM brings a new proposal to the public, it seems to be groups of homes with shared systems. He is concerned that it is not in keeping with the community. Mr. Macaulay said they are waterfront properties therefore demanding a relatively high price for just the condominium lot. The type of house will probably be very similar to what you might see for a lakefront home. They will all be tastefully done. Mr. Sampson said they should be made to look similar to the rest of the area. Mr. Macaulay said policies do not allow developers to build as of right anymore. Mr. Simms said the intention of this newer policy is to get away from conventional, traditional subdivision design, and look at it on a comprehensive basis, as an entire parcel and not just individual large lots.

Through this policy, the intent is to preserve open space in the more rural areas (areas that are identified in the rural commuter designation).

Michael Creighton, Fall River, asked for an explanation of open space. Mr. Simms said open space, with respect to open space subdivision design, are lands that are left for essentially recreational purposes. Passive recreation is specified in the policy. It talks largely about non-disturbance areas. The intention of this process is for the developer, before coming in with a design, to identify all the significant areas on one parcel (excessive slopes, stands of vegetation that are unique and should be preserved, elements of the site that need to be preserved, etc.). These areas fall automatically within the 60% land mass. Open space in this case is an attempt to preserve all the natural features, non-disturbance areas so that existing habitat can remain there.

Pam Tracey, Windsor Junction, believes because of the nature of the land and narrow shoulders, the land probably is not developable under any other system. This community doesn't have much high density cluster units. Conventionally developed, only four or five properties would be allowed on the site. She also wondered if an environmental assessment of the land has to be done because of the large piles of manure on the property. The runoff from all the manure and mud that goes into the lake, will destroy the wilderness area and the lake. Mr. Simms said NSE will look at soils on these lands and determine if there is any contamination that has to be removed especially during the phase where they try to introduce a septic system on this site.

Ms. Tracey is concerned that the taxpayers will be the ones paying for the septic system malfunctioning and if the condominium corporation goes bankrupt. Mr. Simms understands that condominium association will have to have a management plan in place for the systems constructed. The municipality looks to the Province to have parameters in place to ensure that the property is well managed and meets their requirements.

Angela Readey, Fall River, believes that if there is not enough money in the fund, then each individual condominium member, not the tax payers, would be responsible for maintenance. People in rural areas have always complained about paying relatively the same amount of taxes as city people but receive less service. In Fall River Village, there are playground areas that have since died. So there is public space within a traditional development. She doesn't understand why a developer has such a hard time when they want to develop. Mr. Simms said the land still can be subdivided as of right but there are limitations as to how many lots can be created. A proposal over 8 lots will require a developer to go through the open space subdivision application process. Typically, there is allocation of parkland with a subdivision. In this case, there is no subdivision taking place in a legal sense. Mr. Macaulay believes that he cannot do eight lots on this piece of land as there is not enough public road frontage. Hants-Windsor Railway owns a large piece of land between Windgate Drive and the property. Mr. Simms said it has not been determined as to how many lots could potentially be done as of right on this particular parcel. Ms. Readey asked if some proposals could be done on a case by case basis because having a railway between the road and property is not a usual occurrence. Ms. Langille said the developer can explore the as of right option but there are limitations. There are other options, such as a classic or hybrid open space concept, that have been chosen by council that can be explored by developers as well and that is what brings us to tonight's meeting.

Ed Goodie, Sackville, asked if the homeowner would own 100% or 40% of the one acre lot. Mr. Macaulay said he can provide one unit per every acre of land that is owned but it doesn't mean that the home owner would own one acre. Mr. Simms said the condominium corporation owns and is responsible for the entire property but there will be strict requirements and guidelines in the development agreement in terms of how the property can be used beyond what the land use by-law states. Ms. Langille further explained by referring to the slide that the condominium corporation will own everything in color, the individual owner of the home may have the ability to do things within the beige area but it is still owned by the corporation.

Walter Regan, Sackville Rivers Association, Sackville, believes that it is very important to have a water receiving study done of the lake and hopes this will be included in discussions. Mr. Simms advised that the application is subject to review by HWAB. If the board deems those requirements are necessary, staff can look at requesting such studies. He will discuss with staff regarding a water receiving study.

Mr. Regan asked if there will be standby diesel installed for the sewage treatment plant in case of a power failure. Mr. Simms is not sure of the specifics in terms of the design of the system.

Mr. Regan asked if it would be possible to get large bonding for sedimentation and erosion control in case there is a spill into the lake. Mr. Simms said sometimes through the agreement process, securities and bonding can be required. He'll look into it.

Mr. Regan asked if there will be nitrate manure treatment done. Mr. Simms said this is a question specifically for NSE. HRM doesn't necessarily get involved in terms of treating manure. Depending on the size of the manure pile and specific scenario, the Province does regulate this to some extent.

Mr. Regan is pleased to see that there is such a large area being protected. Is it possible that HRM could buy the entire site and compliment the present park?

Shane O'Neil, Second Lake Regional Park Association, Sackville, said the association has been trying to protect the water quality of Second Lake as much as possible and recognize that the entire lake shore is not owned by the Province. There are rights that the other land owners have. The homes built along the shore did affect the viewplane from the parkland. He recommends that HRM take ownership of a portion of the land within the 20 metre buffer. He understands that within this condominium development approach, a buffer can include the development of wharfs, walkways, various other activities even laneway, outbuildings, etc. It would give us some limited protection of the viewplane from the park and might still be a way for the land owners to have that buffer protected and not slowly erode over time. Mr. Simms said that because this is going through the development agreement process, we can look at things such as non-disturbance areas. We'll take that comment under advisement.

Councillor Dalrymple thanked everyone for coming to the meeting and said that it is important to hear from the public before proceeding too far into the process. The public hearing for this application, once scheduled, will more than likely be held in District 2.

Mr. Simms thanked everyone for coming and expressing their comments and concerns.

**5. Adjournment**

The meeting adjourned at approximately 8:45 p.m.

Attachment D  
Additional Correspondence Received from Members of the Public



September 9 2011

Mr. Tyson Simms  
Planner, Planning Services  
Central Region  
HRM

Dear Mr. Simms

Re. Case 15969, Windgate Farm. Second Lake Regional Park Association submission based on the information provided to date, September 9 2011.

The proposed development of Windgate Farm, Windsor Junction, is in the Second Lake watershed. Second Lake flows into Third Lake and continues to the Shubenacadie drainage system and has a relatively small watershed (640 ha). The provincially owned lands surrounding Second Lake encompass much of this watershed. This near urban lake is used as a source of drinking water for several homes and used as a recreation resource by many in the nearby communities. Except for the north-shore of Second Lake, which is mostly privately owned, there has been little development on the lakeshore itself. The few existing homes have kept a very rural character. Larger scale rural developments have occurred north of the DAR line, Charleswood and Capilano Estates. Portions of these developments are in the Second Lake watershed.

Since 1990 founding members of the SLRPA have worked to preserve over 300 ha of natural wilderness and Second Lake. SLRPA has a significant interest in



protecting the water quality of Second Lake. We have many concerns regarding potential negative impacts on water quality from the Powder Mill Developments Ltd. planned undertaking. Some of these concerns include soil erosion, lake sedimentation, deterioration of water quality, disturbance of potential onsite contaminants, proximity of manure storage and horse stable to watercourse, possible malfunction or complete failure of communal onsite sewage disposal system, surface water run off during and after construction, inadequacy of sediment control in 4 planned storm water drains running directly to the lake and the lack of protection of a 20 meter riparian buffer. This end of the lake is very shallow with a heavy overload of light sediments. Any contaminants leaching into this area could quickly impact water quality. These activities could detrimentally affect the health and water quality of Second Lake. SLRPA endorses comments made in the following statement taken from the Regional MPS.

### 2.3 WATERSHED PLANNING

The *Water Resources Management Study*<sup>10</sup>, which forms the basis of the policies contained in this Chapter, recognizes that watersheds are the fundamental unit for understanding water resources and undertaking watershed planning. Environmental features - water, soils, vegetation, habitat - within a watershed are all interconnected, and land use activities in one part of a watershed can adversely affect the quality and quantity of water in another. We must, therefore, plan communities based on watershed analysis to protect those environmental features and functions that sustain our desired objectives for water quality and quantity in urban, suburban and rural areas.

Planning on a watershed basis will be undertaken in greater detail during the review of secondary planning strategies, following the completion of watershed studies. These strategies may also be shaped by new information available from research to be undertaken as part of functional plans identified later in this Chapter. Policies here support the need for secondary planning strategies to reinforce and support the overall direction of this Plan, and provide a guide for the basis of secondary municipal planning strategies. (Regional MPS page 31)

The riparian buffer of 20 meters proposed for this development is defined in the Regional MPS as “minimal protection” of watercourses, and that “trees must be retained to maximize the benefit”. The Regional Plan suggests the “20 meter buffer be used until the specific needs of each watershed can be determined”. The Regional Plan also suggests that to protect water quality and wildlife habitat, there is a “need for policies to protect riparian buffers through designation of park and conservation zones”. On page 29 the Regional Plan also states “In some cases it may also be determined that HRM should consider the ownership of the riparian buffers to protect the public interest and public access. **Policy E12** directs Council to consider under the Development Agreement the acquisition of riparian buffers as public open space; where as **Policy E10** requires Council to provide opportunity for boat ramps, wharfs and accessory on riparian buffers that remain in private ownership. Municipal ownership or formal conservation designation would help to

protect the view planes and increase the opportunity to maximize the benefits with greater control over tree retention. Should this project proceed SLRPA would ask Council to consider a wider riparian buffer and that Council acquire the riparian buffer.

The aesthetic value of the landscape is very important to SLRPA. Natural features of the varied shoreline create privacy within the park. Private properties on the north shore have retained a rural character, thus complimenting the natural open space of Second Lake Park. Present development has established a park like visual experience of the north shore. The proposed increase in density is extreme in comparison and would be incompatible with the rural character. Cluster housing at this location, in close proximity to Second Lake, does not seem an appropriate development plan for this location.

The Regional Plan promotes Open Space Developments with shared on site septic yet also recognizes as a grave concern for HRM "the risk of inadequate performance of on site sewage disposal systems in areas which are serviced with a central water supply." This concern is well documented by Municipal and Provincial Governments. Although it has been suggested the public and environmental interests can be protected through Wastewater Management Districts and/or an On-site Wastewater Bylaw, it appears neither has been created. The Provincial Government regulates the construction of the onsite facility however they do not have the authority to monitor after construction. A Municipal Bylaw governing the private shared onsite septic systems seems warranted.

Windgate Farm has been operating as an extensive commercial equestrian facility for many years. A large number of animals have been stabled, along with riding events, boarding of animals and for profit equestrian activities offering numerous services for its patrons. This has been a successful business providing for the needs and enjoyment of many. It is however a commercial activity and it has been verbally suggested that it may remain commercial by leasing the barn facility. The proposed Open Space Development refers only to residential and there does not appear to be a commercial component to the application as presented to the public. A second Public Information session seems warranted if Open Space Developments in Rural Commuter Designations allow for a commercial component. Clarification is necessary.

The Sackville MPS clearly reflects the significant interest the community has in the preservation of Second Lake and its associated wilderness area for the long-

term enjoyment of the community at large. The 1994 MPS has not been amended to reflect the change in status of the provincially owned lands. These lands are no longer planned for housing and highway. When the 1994 Sackville MPS was approved by Halifax County Municipality a Conservation Zone, P-4, was created with Second Lake in mind. Although the zone was placed on Provincial lands at Second Lake for approval by Municipal Affairs, the zoning was removed because of the Provincial interest, at that time, in retaining the lands for highway and housing. The Province has since taken a position to recognize the community interest in preservation by transferring these lands to DNR for designation, and we ask Council to do all possible to afford the protection Second Lake needs.

Although the HRM Regional Plan provides for condominium style developments with shared on-site septic fields, it seems inappropriate for HRM to consider such a development in such a location, where the challenges of the use of municipal water for such a system are present and the water quality of the lake could be negatively impacted. Placing such a development in close proximity to a headwater lake would seem unwise and not a good or early application of the shared septic option in HRM.

Many details regarding Powder Mill Developments proposal for Windgate Farm are not yet known. SLRPA would like to be kept informed of changes so that we may better address the proposal as it may impact Second Lake and the surrounding parklands.

Yours truly

Submitted by  
Theresa Scratch and David Comeau  
On behalf of

Second Lake Regional Park Association

From: Michael Creighton  
To: Tyson Simms  
Subject: Case 15969 – Windgate Farm

Mr. Simms,

I was at your public meeting last night and first off, let me congratulate you on your patience. You managed steer the crowd away from a tendency toward collective silliness very well. In Fall River vision project dealings with the subject of watershed protection, it has been declared (by HRM staff) that, regarding septic systems within 1000 feet of waterways, phosphorous migration from systems into the waterway is being detected. Given the considerable concern expressed about the current "trophic" state of Second Lake, might I be confident that the concern will be voiced, on behalf of the neighbourhood, to the NS Department of Environment when that organization is called upon to approve any wastewater management plan provided for the Windgate Farm development?

Thank you for your time.

Yours aye,

Michael Creighton

Chair, Fall River Vision implementation Committee

**Tyson Simms - Windgate Farms/Powdermill Development Proposal**

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**From:** "M.A.Challis" [REDACTED]  
**To:** Tyson Simms <simmsst@halifax.ca>  
**Date:** 4/4/2011 2:01 PM  
**Subject:** Windgate Farms/Powdermill Development Proposal

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**----- Original Message -----**

**From:** M.A.Challis

**To:** [REDACTED] ; Minister of Environment ; Harvey, Councillor Bob ; Dalrymple, Councillor Barry ; simmsst@halifax.ca ; Councillor Brad Johns  
**Cc:** Whynott, Mat ; Stoffer, Peter - MP ; Regan Kelly, MLA-Bedford ; Mike Cox ; Gray, Mike ; David S. (home) ; Paris, Constituency Office ; Wilson, Dave  
**Sent:** Monday, April 04, 2011 1:52 PM  
**Subject:** Windgate Farms/Powdermill Development Proposal

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**April 4, 2011**

Re: Application by Powder Mill Developments Limited for a development agreement for an open space subdivision at Windgate Farms, Windsor Junction (PIDs 00510628 and 40280810).

As a citizen of North Metro, I am expressing my concern over the proposed 14 unit housing development at Second Lake.

The Second Lake watershed area consists of 754 acres or 305 hectares which includes 3 miles of pristine shoreline. Second Lake Regional Park's mandate (of which I'm a member) for the past two decades has been to protect the Second Lake watershed while promoting passive recreation opportunities at Second Lake.

On February 17<sup>th</sup>, 1999 – a Bedford-Sackville newspaper headline read, "Second Lake has been saved. Community rejoices after announcement land will be saved for a park." A decades old fight ended as the Russell McLellan-led Liberal government decided to preserve the wilderness around Second Lake. Then MLA, John Holm, described Second Lake as the best bass fishing hole in the province vowing it will be protected. So will the rare environment & old growth forestland surrounding the lake.

Fast forward to April 4, 2011 – Proposal to develop 14 units at Windgate Farms adjacent the shores of Second Lake in the Windsor Junction-Fall River area.

If development of these 14 units go ahead - I am concerned for the future of the water

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quality of the lake. Everyone knows what happened to First Lake as a result of housing development on its shores – a sediment brown colored lake plainly visible by aircraft. Storm water runoff from sewers, catch basins and dog feces further added to deterioration.

I worry for the survival of the denizens of Second Lake—its loons, muskrat, beavers, turtles, frogs, yellow bass, northern pike and rock bass, etc. who live in/on the lake. Freshwater mussels grow on the rocks. Birds seen around Second Lake include the pileated woodpecker, nuthatches, hummingbirds, blue jays, owls, bohemian waxwings, mourning doves, pheasants, grosbeaks, sharp-shinned hawks, common red polls, goldfinches, grackles, starlings, juncos, crows chickadees, robins, etc.

Second Lake is in a bowl-like area surrounded by hilly rises, wetlands, old growth forest, shale-like acidic slopes, glacial ridges. Second Lake's only outflow is into Third Lake thence into the Shubenacadie water canal system. *Housing development could impact the ecology of both Second Lake & Third Lake.* Everything in the natural world is connected.

- HRM requires the retention of a minimum 20-metre riparian buffer along watercourses—(RP—pg 29 policy E-10) however, provisions shall be made to permit boardwalks, walkways and trails of limited width, fences, public road crossings, driveway crossings, wastewater, storm & water infrastructure, boat ramps, wharfs, small scale accessory buildings or structures & attached decks.
- What protection will Second Lake be afforded from 14 different owners performing the above-captioned intrusions?
- Salt runoff from paved driveway surfaces into the lake.
- Runoff from cars, dogs, lawn detritus.
- Multi-owner usage of jet ski watercraft—impacts on plant life, loon nesting habitat, rock clinging freshwater mussels
- Noise in a passive, recreation area

In his speech to the NS Nature Trust in 1998, the Chronicle-Herald/Mail Star reported Robert F. Kennedy Jr.'s remarks, "the economy is a wholly owned subsidiary of the environment – if you destroy the environment—you destroy the economy, as well." He went on, "Most of the tourists who come to Nova Scotia are tourists coming from the United States, and they are not coming here to see another strip mall. If that's what our architecture is going to be here, the province is going to lose its greatest economic resource." Strips malls and housing both impact on the natural world, my words.

*Second Lake and its surrounding lands should be preserved as parkland for the people of HRM. I am copying Sterling Belliveau, the Minister of the Environment & Fisheries for Nova Scotia, on this note - reiterating a decades long request that Second Lake Regional Park be officially declared a park/park preserve.*

Respectfully submitted,

Marilyn Challis  


**Tyson Simms - RE: Windgate development**

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**From:** David Comeau [REDACTED]  
**To:** <simmst@halifax.ca>  
**Date:** 4/4/2011 10:47 PM  
**Subject:** RE: Windgate development

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Dear Mr Tyson Simms.

I would like to request the re-issue of a notice of Public Information Meeting to our community residents with accurate information describing proposed Powder Mill Development plans for Windgate Farm. Too much missing information or misinformation was contained in your original notice for Monday April 4ths public meeting. Also I believe a wider notification area should be covered under such a notice.

There wasn't enough time allotted at tonight's meeting to address resident's concerns over this proposed development nor were there many questions answered. I clearly asked that a re-scheduling and wider perimeter of notification be sent to community residents for their benefit.

This proposed development of Windgate Farm lands will effect a wide area and communities who should be made aware of HRM's plans to rigorously incorporate radical high density developments schemes in our rural districts. Effects on water quality and protection of our lakes and waterways is concern for an entire community not just a small rural pocket.

We are prepared as a community group to distribute a petition against development of Windgate lands and similar developments that threaten our existing rural way of life and risk of destroying our parks, lakes and waterways.

Perhaps Developer Mr. Macaulay and yourself will better educate yourselves as to answer some very simple questions next time.

Yours truly

David L. Comeau

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Date: Fri, 1 Apr 2011 16:07:14 -0300  
From: simmst@halifax.ca  
To: [REDACTED]  
Subject: Re: Windgate development

Dear Mr. Comeau:

As requested, please find attached a copy of the application form regarding case 15969. Please let me know if you have any questions or require clarification. Thank you again for providing your comments and questions regarding this case.

Sincerely,  
Tyson Simms

Tyson Simms, MPlan  
Planner - Central Region

Community Development  
Halifax Regional Municipality  
869-4747 (Phone)  
869-4230 (Fax)

[simmst@halifax.ca](mailto:simmst@halifax.ca)

>>> David Comeau [REDACTED] 4/1/2011 1:54 pm >>>  
Dear Mr. Simms:

After review of Powder Mill Development Limited's application information documents there seems a few discrepanices with dates and time lines which are a concern as well as others.

Important as well will be copy of Development Agreement application document which you have agreed-promised will be forthcoming.

I look forward to hearing from you.

Yours truly

David L. Comeau



**Tyson Simms - Wingate Farm land**

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**From:** Gail Miner [REDACTED]  
**To:** <simmst@halifax.ca>  
**Date:** 5/13/2011 2:21 PM  
**Subject:** Wingate Farm land

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Hello Tyson Simms, may I call you Tyson....Mr Simms sounds soooo unapproachable.

I am a member of the Second Lake Regional Park Association, mostly a supportive member rather than an 'active' one.

I received notification of the first Town Meeting while I was in Florida this winter. My granddaughter takes riding lessons at the stables of Wingate Farms so the name caught my attention. Unfortunately, I was not able to attend; however I did email others in the Lower Sackville area to bring attention to the meeting and I did ask for somebody to go on my behalf. Not sure if this happened.

Second Lake is a pristine lake, a rare thing these days in any community. SLRPA has worked hard to see that this conditon is respected and maintained.

It is my concern that if the lands that have been sold (this is what I assume) are fully developed, the lake will deteriorate to the condition that First Lake was once in and look at what the community has 'endured' since. It has been a disgrace at times, and it has been through the efforts of such groups as: 'Friends of First Lake' that members of the community can at least use it...(I personally would not swim in it any longer; although I used to)

I realize that I am only one voice; however, there are many who feel as I do and another Town Meeting will hopefully bring some of these concerned citizens out if we can reach enough of them.

A town planner's job in HRM is not an easy one and I recognise this; however, I hope that you might be in some small way, more motivated to instigate another public meeting.

Thank you for your attention.

Yours truly,  
Gail Miner

