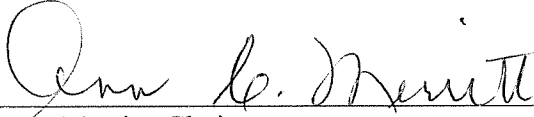


**North West Community Council**  
**January 22, 2009**

**TO:** North West Community Council

**SUBMITTED BY:**   
Ann Merritt, Chair  
North West Planning Advisory Committee

**RE:** Case 01147: Twin Brooks Development Agreement

**DATE:** January 9, 2009

---

**ORIGIN**

North West Planning Advisory Committee meeting - January 8, 2009

**RECOMMENDATION**

The North West Planning Advisory Committee recommend that North West Community Council:

1. Give First Reading and Notice of Motion to the proposed rezoning from P-1 (Open Space) to CDD (Comprehensive Development District) Zone and the development agreement for a 194 unit residential development at 1409 Sackville Drive, Middle Sackville, and schedule a public hearing; and
2. Approve the rezoning from P-1 (Open Space) to CDD (Comprehensive Development District) Zone as illustrated in Attachment A of the staff report dated December 12, 2008, and the Development Agreement as illustrated in Attachment B of the staff report dated December 12, 2008; and
3. Require that the Agreement be signed within 120 days, or any extension thereof granted by Council on the request of the applicant, from the date of final approval by Council and any other bodies as necessary, whichever approval is later, including applicable appeal periods; otherwise, this approval will be void and obligations arising hereunder shall be at an end.

**ATTACHMENTS**

Staff report dated December 12, 2008

Additional copies of this report, and information on its status, can be obtained by contacting the Office of the Municipal Clerk at 490-4210, or Fax 490-4208.

Report prepared by: Gail Harnish, Admin/PAC Coordinator, 490-4937  
Report reviewed by: Ann Merritt, Chair, North West PAC

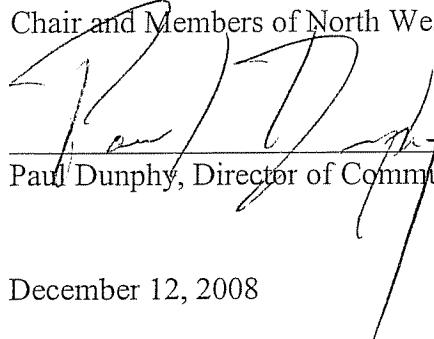


PO Box 1749  
Halifax, Nova Scotia  
B3J 3A5 Canada

North West Planning Advisory Committee  
January 7, 2009

**TO:** Chair and Members of North West Planning Advisory Committee

**SUBMITTED BY:**

  
Paul Dunphy, Director of Community Development

**DATE:** December 12, 2008

**SUBJECT:** Case 01147: Twin Brooks Development Agreement

### ORIGIN

Application by 3102479 Nova Scotia Limited to rezone to CDD (Comprehensive Development District) to enable a development agreement for a 194 unit residential development on the former Sackville Golf Course, 1409 Sackville Drive, Middle Sackville.

### RECOMMENDATION

It is recommended that North West Planning Advisory Committee recommend that North West Community Council:

1. Give First Reading and Notice of Motion to the proposed rezoning from P-1 (Open Space) to CDD (Comprehensive Development District) Zone and the development agreement for a 194 unit residential development at 1409 Sackville Drive, Middle Sackville, and schedule a public hearing; and
2. Approve the rezoning from P-1 (Open Space) to CDD (Comprehensive Development District) Zone as illustrated in Attachment A and the Development Agreement as illustrated in Attachment B; and
3. Require that the Agreement be signed within 120 days, or any extension thereof granted by Council on the request of the applicant, from the date of final approval by Council and any other bodies as necessary, whichever approval is later, including applicable appeal periods; otherwise, this approval will be void and obligations arising hereunder shall be at an end.

## EXECUTIVE SUMMARY

The Developer intends to build a residential development on the former Sackville Golf Course, adjacent to Millwood Subdivision. The current P-1 (Open Space) zoning must be changed to CDD (Comprehensive Development District) to permit the proposal via development agreement. Staff are recommending approval of the rezoning and proposed Agreement. The proposal is consistent with plan policy by respecting established neighbourhoods, minimizing environmental impact and providing housing alternatives.

A public information meeting was held on May 1, 2008 to gain public comment on the proposal (Attachment E). Community interests are addressed below and reflected in the Agreement (Attachment B). Halifax Waters Advisory Board (HWAB) recommended in favour of the proposal. Attachment D contains a detailed review of HWAB's advice.

## BACKGROUND

3102479 Nova Scotia Limited wishes to construct 194 dwellings units on the former Sackville Golf Course lands. Currently, the site is zoned P-1 due to its history as a golf course (Map 2). The Developer proposes to rezone the property to CDD, which is enabled under the Urban Residential (UR) Designation of the Sackville Municipal Planning Strategy (MPS) and Land Use By-law (LUB). Under the CDD zone, all proposals must be via development agreement. Therefore, this application involves both a rezoning and negotiating of a development agreement.

### **Proposal**

The proposal consists of:

- a site which is:
  - a 13.93 hectare (acre) portion of PID 40014870;
  - adjacent to Millwood Subdivision;
  - Phase 2 of Twin Brooks Development; and
  - across the Brook from Phases 1 & 3, currently under construction (Map 3)
  
- a residential development with:
  - 36 single unit dwellings;
  - 106 semi-detached dwellings; and
  - 52 townhouse dwellings (Map 3)
  
- a road network consisting of:
  - access to the site from Sackville Drive and an extension of Rafting Drive;
  - two new streets: Fescue (accessing Sackville Drive) and Fringe Drives; and
  - three cul-de-sacs: Executive Drive, Uprange Court and Matchplay Court (Map 3)

## DISCUSSION

Staff have determined that the proposal meets the intent of the enabling policies, UR-9 and UR-10 of the Sackville MPS. A detailed policy review can be found in Attachment C. Staff and the public raised a number of key issues, which are dealt with in the Agreement (Map 3 & Attachment B) and addressed as follows:

### **Maximum Number of Units**

Development in the Sackville area is influenced by the capacity of the sewer system. When a rezoning is proposed, the new use cannot exceed the allocated capacity for the existing zone. As a result, this development cannot exceed 194 dwelling units. There is no ability to exceed this development cap. However, the Agreement does provide some flexibility in the housing mix. A semi-detached could be substituted for a townhouse dwelling unit and vice versa, recognizing that potential homeowners may prefer one form over the other.

### **Compatibility**

As the Lands are surrounded by an established community, compatibility was an important consideration. Compatibility is encouraged by the following (Map 3):

- separating existing single unit dwellings from semi-detached and townhouse dwelling units by a row of single unit dwellings along Fringe and Rafting Drives;
- requiring lots and dwelling units to meet the standards under the Sackville Land Use By-law. This creates a building form that is in keeping with surrounding neighbourhoods;
- retaining trees at the rear of properties on Fringe Drive that back onto Trundle Crescent. The 20' (6.1 m) tree retention area will create a natural buffer between the old and new development;
- planting a new tree on each lot to bring trees back to the cleared golf course; and
- providing recreation opportunities by:
  - building a linked series of sidewalks and walkways;
  - connecting to adjacent neighbourhoods over the Brook causeway; and
  - developing a public neighbourhood park at the edge of the Brook.

### **Environmental Protection**

The proposal was brought before the Halifax Waters Advisory Board (HWAB). Attachment D is a summary Staff response to HWAB's advice. Environmental quality of the development is supported by the following:

- securing water quality testing of the Brook to monitor development impact;
- recognizing potential for contamination due to past use as golf course. Prior to construction, contamination of the site must be determined and a plan developed to remediate under Nova Scotia Environment's (NSE) regulations. No lot will be approved until the site has been cleaned up, if deemed necessary by NSE;
- establishing a 20m non-disturbance buffer to the edge of the Brook; and
- requiring all site work meet NSE and Department of Fisheries and Oceans regulations.

### **Traffic**

Residents are concerned about the traffic impact of this and other new developments in the area. The Traffic Impact Study concluded that this development will not have a significant impact. The traffic impact will be reduced by two features:

- improved traffic flow with a left turn southbound lane at the intersection of Sackville and Fescue Drives. This lane will be built in the first phase of the development; and
- lower traffic on Sackville Drive with the construction of the Margeson Drive interchange with Highway 101.

### **Other Services**

There were additional servicing concerns raised; as follows:

- School Capacity- Students in this area attend Sackville Heights Elementary, Sackville Heights Junior High and Millwood High School. The Halifax Regional School Board (HRSB) concluded that Sackville Heights Elementary might not have room for the extra students. If there is not enough capacity, the students would be bussed to another school in the Sackville High Family of Schools. While ideally students would attend the closest school, HRSB can accommodate students within the system, which satisfies planning policy;
- Additional Transit Opportunities- Metro Transit was contacted regarding their servicing plans for this area. They have no immediate plans to provide service to the Twin Brooks development but indicated that this will be considered in their 2008/2009 priorities;
- Sanitary Sewer Upgrades- The Developer must upgrade the sanitary sewer system for this development, at their expense. The infrastructure will connect to the Millwood system, potentially over Millwood High School lands. Residents were concerned about the upgrades disturbing Rafting Drive. The existing Rafting Drive sewer pipe will not need to be upgraded as it is large enough to handle the extra pressure.

### **Public Consultation/Area of Notification**

A public information meeting (PIM) was held on May 1, 2008. The issues raised are addressed in the preceding discussion (Attachment E). For the Public Hearing, nearby property owners will be individually notified, in addition to a general notification via newspaper ads. The notification area for the Public Hearing is an expansion of the PIM notification area (Map 2).

### **Conclusion**

Staff recommend approval of this proposal as it follows intent of plan policy because it;

- is compatible with adjacent neighbourhoods;
- is well-served by existing infrastructure and services;
- respects the Brook and environment;
- is a suitable re-use of the golf course lands; and
- provides much needed housing options where the Regional Plan encourages development.

### BUDGET IMPLICATIONS

The HRM costs associated with the processing of the rezoning can be accommodated within the approved operating budget for C310.

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

### FINANCIAL MANAGEMENT POLICIES / BUSINESS PLAN

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

### ALTERNATIVES

1. Council may approve the proposed rezoning and Development Agreement. This is the recommended course of action.
2. Council may choose to approve the proposed rezoning and Development Agreement subject to modifications. Such modifications may require further negotiations with the applicant and revisions to the schedules attached to the Agreement.
3. Council may choose to refuse the proposed rezoning and development agreement, and in doing so provide reasons based on conflict with existing Municipal Planning Strategy policies.

### ATTACHMENTS

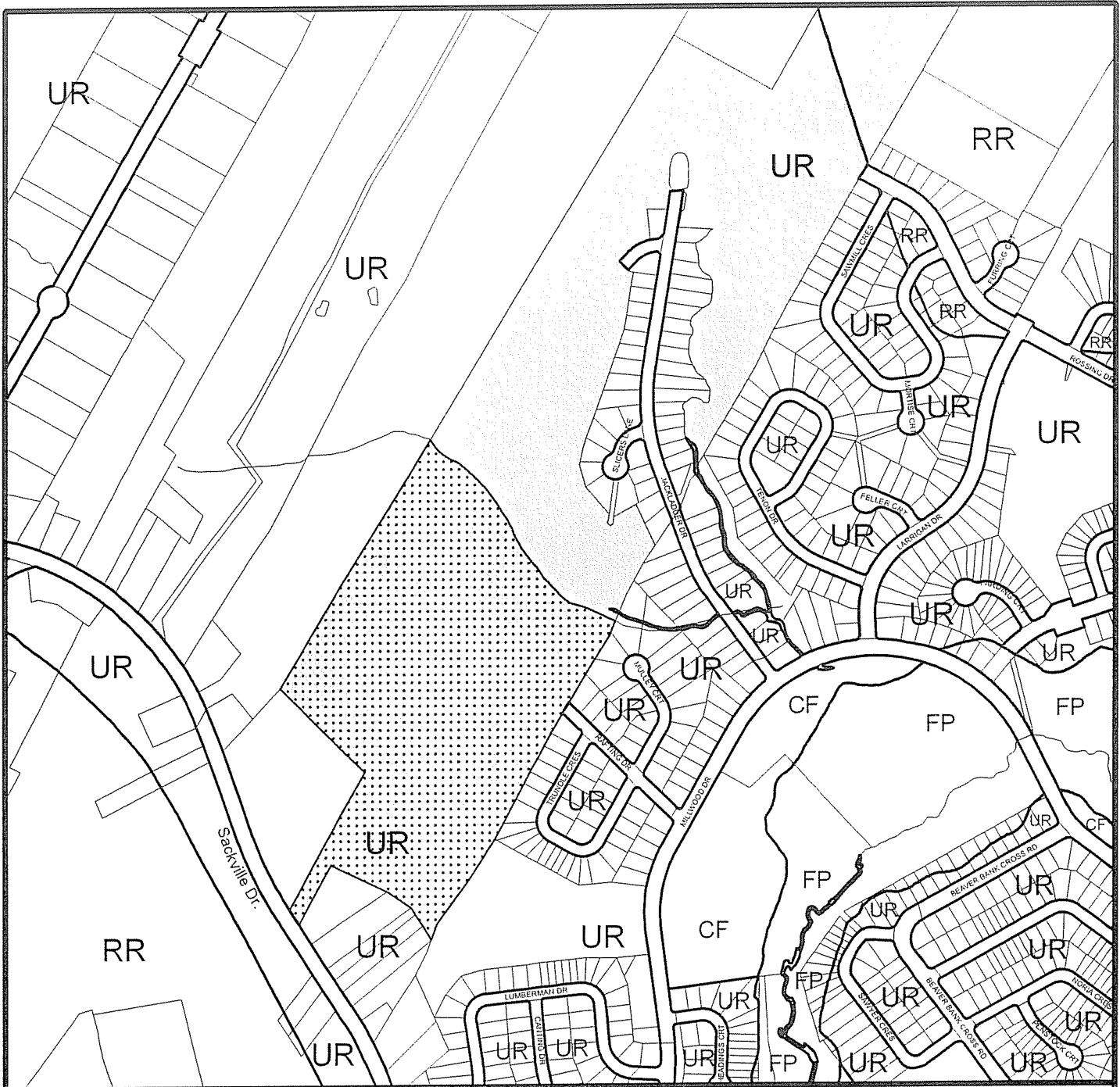
Map 1:	Generalized Future Land Use Map
Map 2:	Zoning Map and Notification Area
Map 3:	Concept Plan
Attachment A:	Amendments to the Sackville Land Use By-law
Attachment B:	Proposed Development Agreement
Attachment C:	Policy Review
Attachment D:	HWAB Recommendations
Attachment E:	Public Information Meeting Minutes- May 1, 2008

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

Report Prepared by: Leticia Smillie, Planner, Planning Applications, Community Development 869-4747



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



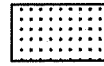
**Map 1**  
**Generalized Future Land Use**

**HALIFAX**  
 REGIONAL MUNICIPALITY  
 Community Development  
 Planning Services

- UR Urban Residential Designation
- RR Rural Residential Designation
- CF Community Facility Designation
- FP Floodplain Designation



Subject Property



Area to be Rezoned







**Map 2  
Zoning**

**HALIFAX**  
REGIONAL MUNICIPALITY  
Community Development  
Planning Services

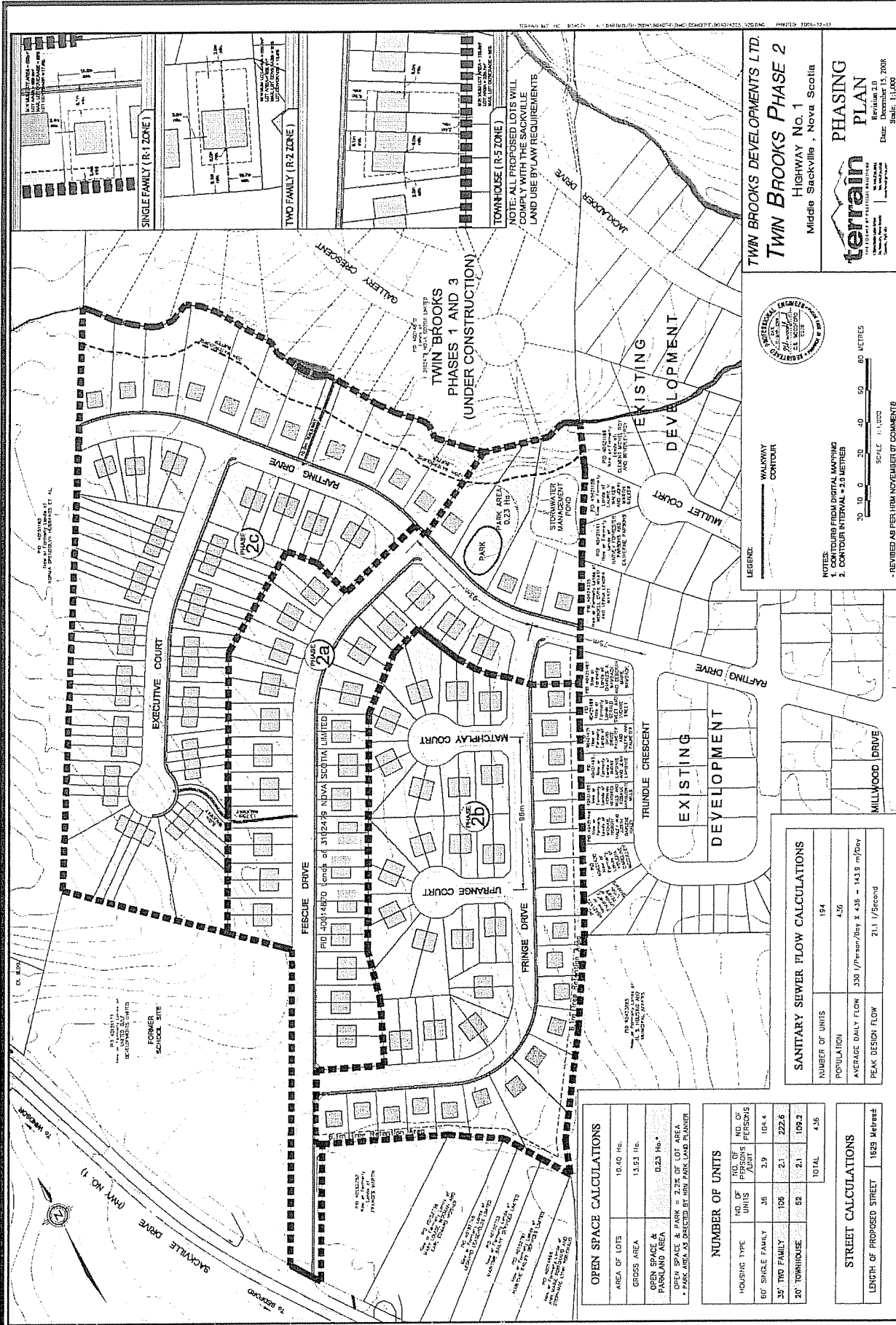
- R-1 Single Unit Dwelling Zone
- R-2 Two Unit Dwelling Zone
- R-6 Rural Residential Zone
- R-1-0 Single Unit Dwelling Zero Lot line Zone
- PUD Planned Unit Development

- C-2 Community Commercial Zone
- P-1 Open Space Zone
- P-2 Community Facility Zone
- TR Transportation Reserve Zone
- RPK Regional Park Zone



Notification Area
  Subject Property
  Area to be Rezoned from P-1 to CDD





**TWIN BROOKS DEVELOPMENTS LTD.**  
**Twin Brooks Phase 2**  
 Highway No. 1  
 Middle Sackville, Nova Scotia

**PHASING PLAN**  
 Revision 2.0  
 Date: December 15, 2008  
 Scale: 1:1,000

**terrain**  
 CONSULTING ENGINEERS  
 1000 Highway No. 1  
 Middle Sackville, Nova Scotia  
 Phone: 902-885-1111  
 Fax: 902-885-1112  
 Website: www.terrain.ns.ca

**LEGEND:**

- WALKWAY
- CONTOUR

**NOTES:**

- CONTOURS FROM DIGITAL MAPPING
- CONTOUR INTERVAL = 2.0 METRES

SCALE: 1:1,000  
 0 10 20 30 40 50 60 METRES

- REVISION AS PER FIRM NOVEMBER 2008 COMMENTS

**OPEN SPACE CALCULATIONS**

AREA OF LOTS	10.40 Ha.
GROSS AREA	13.53 Ha.
OPEN SPACE & PARKLAND AREA	0.23 Ha.*
OPEN SPACE & PARK = 2.2% OF LOT AREA	
* PARK AREA AS DETERMINED BY NRSI PARKLAND PLANNER	

**NUMBER OF UNITS**

HOUSING TYPE	NO. OF UNITS	NO. OF PERSONS / UNIT	TOTAL PERSONS
60' SINGLE FAMILY	36	2.9	104.4
35' TWO FAMILY	106	2.1	222.6
20' TOWNHOUSE	52	2.1	109.2
<b>TOTAL</b>			<b>436.2</b>

**STREET CALCULATIONS**

LENGTH OF PROPOSED STREET	1623 Metres±
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**SANITARY SEWER FLOW CALCULATIONS**

NUMBER OF UNITS	194
POPULATION	436
AVERAGE DAILY FLOW	330 l/Person/Day x 436 = 143,9 m <sup>3</sup> /Day
PEAK DESIGN FLOW	21.1 l/Second

**Map 3**  
**Concept Plan**

Attachment A  
Amendment to the Sackville Land Use By-law

BE IT ENACTED by the North West Community Council of the Halifax Regional Municipality that the Sackville Land Use By-law enacted by the Halifax County Municipality on the 5<sup>th</sup> day of April, 1994 which includes all amendments thereto which have been approved by the Regional Municipality and are in effect as of the 11<sup>th</sup> day of October, 2008, is hereby further amended as follows:

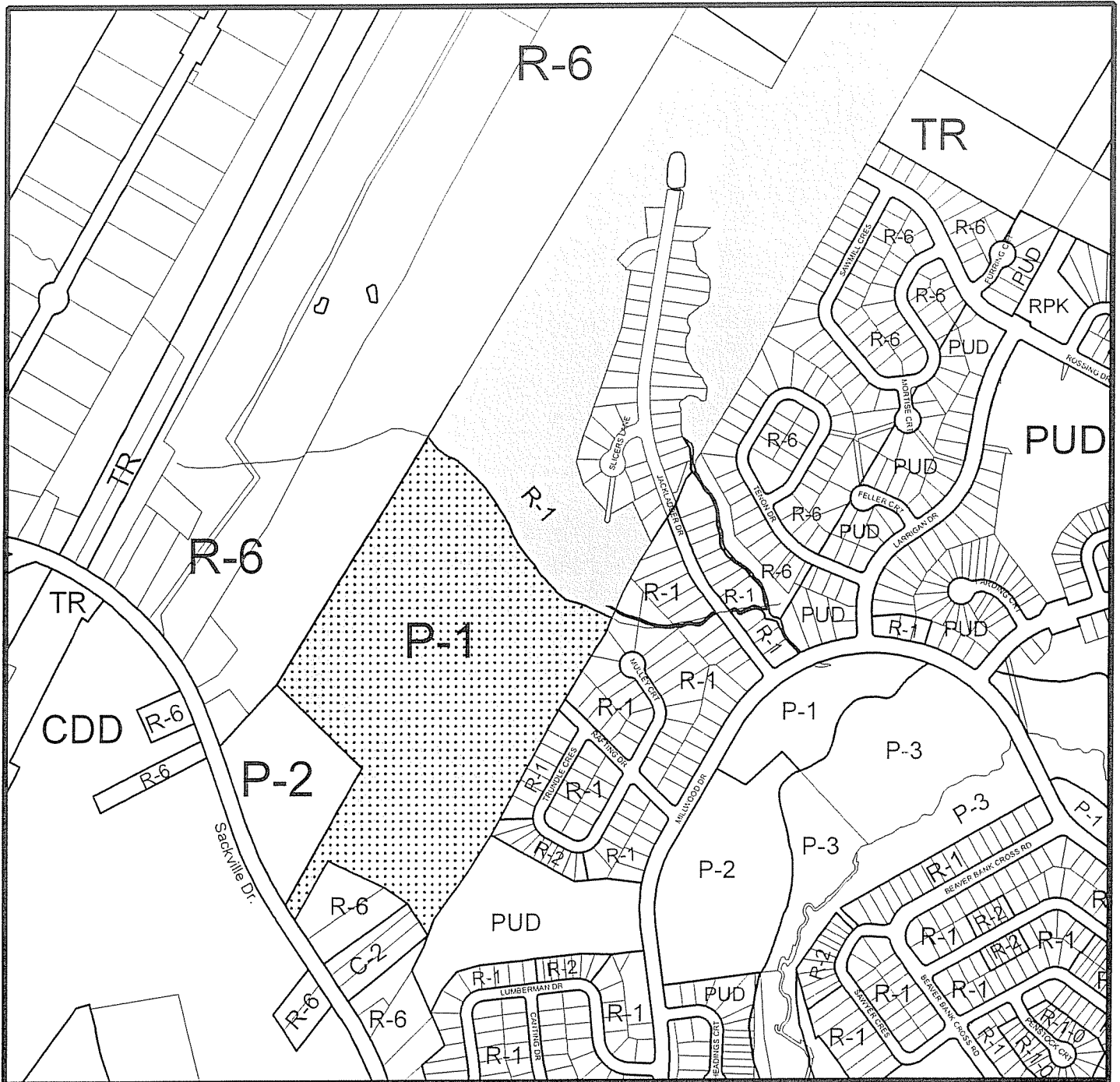
1. Map 1A of the Land Use By-law shall be amended as shown in the attached Schedule "A".

I HEREBY CERTIFY that the amendment to the Land Use By-law for Sackville as set out above, was passed by a majority vote of the North West Community Council of the Halifax Regional Municipality at a meeting held on the \_\_\_\_ day of \_\_\_\_, 2009.

GIVEN under the hands of the Municipal Clerk and under the Corporate Seal of the Halifax Regional Municipality this \_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_

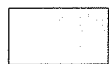
\_\_\_\_\_  
Municipal Clerk



**Schedule A  
Zoning**

**HALIFAX**  
REGIONAL MUNICIPALITY  
Community Development  
Planning Services

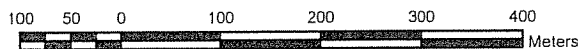
- |       |   |     |                             |
|-------|---|-----|-----------------------------|
| R-1   | Single Unit Dwelling Zone               | C-2 | Community Commercial Zone   |
| R-2   | Two Unit Dwelling Zone                  | P-1 | Open Space Zone             |
| R-6   | Rural Residential Zone                  | P-2 | Community Facility Zone     |
| R-1-0 | Single Unit Dwelling Zero Lot line Zone | TR  | Transportation Reserve Zone |
| PUD   | Planned Unit Development                | RPK | Regional Park Zone          |



Subject Property



Area to be Rezoned  
from P-1 to CDD





## **PART 1: GENERAL REQUIREMENTS AND ADMINISTRATION**

### **1.1 Applicability of Agreement**

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**

The development, subdivision and use 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, except as otherwise provided for herein.

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

1.3.1 Further to Section 1.2, nothing in this Agreement shall exempt or be taken to exempt the Developer from complying with the requirements of any by-law of the Municipality applicable to the Lands (other than the Land Use By-law to the extent varied by this Agreement), or any statute or regulation of the Provincial/Federal Government and the Developer 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.

### **1.4 Conflict**

1.4.1 Where the provisions of this Agreement conflict with those of any by-law of the Municipality applicable to the Lands (other than the Land Use By-law to the extent varied by this Agreement) or any provincial or federal statute or regulation, the more stringent requirements shall prevail.

1.4.2 Where the written text of this Agreement conflicts with information provided in the Schedules attached to this Agreement, the written text of this Agreement shall prevail.

1.4.3 Where metric values conflict with imperial values within the written text of this Agreement, the metric values shall prevail.

## 1.5 Costs, Expenses, Liabilities and Obligations

The Developer shall be responsible for all costs, expenses, liabilities and obligations imposed under or incurred in order to satisfy the terms of this Agreement and all Federal, Provincial, Municipal and other relevant agencies' 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.

## PART 3: SCHEDULES

### 3.1 Schedules

The Developer shall develop the Lands in a manner, which, in the opinion of the Development Officer, is generally in conformance with the Schedules attached to this Agreement filed in the Halifax Regional Municipality as Case Number 01147:

The schedules are:

- A. Legal Description of the Lands
- B. Concept Plan
- C. Servicing Schematics
- D. Storm Water Management
- E. Sewer Upgrades

### 3.2 Requirements Prior to Approval

3.2.1 Prior to approval for construction of primary and secondary services for any Phase, the Developer shall provide the following to the Development Officer, in addition to the requirements of the Regional Subdivision By-law, unless otherwise stated by the Municipality:

- (a) Water quality testing results for the Brook, as shown on Schedule B, required pursuant to Section 7.3 of this Agreement;
- (b) All applicable permits, licenses and approvals from Nova Scotia Environment and Fisheries and Oceans Canada required to undertake upgrades or work associated with any causeway, culvert, fish crossing or any other portion of the development; and

- (c) All applicable permits, licenses and approvals from Nova Scotia Environment associated with the environmental assessment and remediation of the site.
- 3.2.2 Prior to granting Final Subdivision Approval for the Lots, the Developer shall:
- (a) establish the right-of way easements for townhouse units as required pursuant to Section 5.3 of this Agreement; and
  - (b) provide certification from a Qualified Professional that the Lands have been remediated to permit all proposed uses allowed under this Agreement as required pursuant to Section 7.4.
- 3.2.3 Prior to the issuance of an Occupancy Permit, the Developer agrees to submit the following, to the satisfaction of the Development Officer:
- (a) Certification that trees have been planted on the lot, as required pursuant to Sub-section 4.4.1 of this Agreement; and
  - (b) Certification that refuse screening for the townhouse unit or building has been constructed as required pursuant to Sub-section 4.3.2 of this Agreement.
- 3.2.4 Notwithstanding any other provision of this Agreement, the Developer shall not occupy or use the Lands for any of the uses permitted by this Agreement unless an Occupancy Permit has been issued by the Municipality. No Occupancy Permit shall be issued by the Municipality unless and until the Developer has complied with all applicable provisions of this Agreement and the Land Use By-law (except to the extent that the provisions of the Land Use By-law are varied by this Agreement) and with the terms and conditions of all permits, licenses, and approvals required to be obtained by the Developer pursuant to this Agreement.
- 3.2.5 Where the written text of this Agreement conflicts with information provided in the attached Schedules, the written text of this Agreement shall prevail.

#### **PART 4: LAND USE**

##### **4.1 General Description of Land Use**

- 4.1.1 The use(s) of the Lands permitted by this Agreement are the following:
- (a) A maximum of one hundred and ninety-four (194) residential dwelling units comprised of:
    - (i) 36 single unit dwellings;
    - (ii) 106 semi-detached dwelling units; and
    - (iii) 52 townhouse dwelling units.
  - (b) Business uses in conjunction with the single unit, semi-detached and townhouse dwelling units, subject to the provisions of Section 6.3 (Other Requirements: Business Uses) of the Sackville Land Use By-law;



- (c) Day care facilities for not more than fourteen (14) children and in conjunction with the single unit and semi-detached units, subject to the provisions of Section 6.4 (Other Requirements: Day Care Facilities) of the Sackville Land Use By-law;
  - (d) Bed and Breakfast uses in conjunction with the single unit and semi-detached units, subject to the provisions of Section 6.4 (Other Requirements: Bed and Breakfasts) of the Sackville Land Use By-law;
  - (e) Accessory buildings subject to Sections 4.10 to 4.11 A inclusive (Accessory Uses and Buildings) of the Sackville Land Use By-law; and
  - (f) Uses permitted in the P-1 (Open Space) Zone of the Sackville Land Use By-law.
- 4.1.2 Notwithstanding clause 4.1.1 (a), the Development Officer may approve substitutions of semi-detached dwelling units for townhouse units and townhouse dwelling units for semi-detached dwelling units, provided the total number of dwelling units enabled by this Agreement is not increased.
- 4.1.3 Notwithstanding clause 4.1.1 (b), business uses permitted in conjunction with the townhouse dwelling units shall be limited to occupations and business activities where the provision of services occurs off-site or does not involve customers coming to the site. These business uses shall be exempt from Sub-section 6.3 (f), (Other Requirements: Business Uses), of the Sackville Land Use By-law.

## **4.2 Detailed Provisions for Land Use**

- 4.2.1 The single, semi-detached and townhouse dwelling units shall meet the requirements of the R-1, R-2 and R-5 Zones, respectively, as described in the Sackville Land Use By-law, as amended from time to time, except where varied by this Agreement.
- 4.2.2 Notwithstanding Sub-section 4.2.1, the proposed development shall require that:
- (a) the townhouse units be exempt from clauses 11.3 (a)(iv) and 11.3 (b) (Other Requirements: Townhouse Dwellings) of the Sackville Land Use By-law;
  - (b) the variance provisions and procedures made under the Municipal Government Act apply to the development of the Lands permitted under this Agreement;
  - (c) a maximum of one ground sign be permitted at each entrance to the subdivision to denote the community and/or subdivision name. The locations of such signs shall require the approval of the Development Officer and Development Engineer. The maximum height of any such sign inclusive of support structures shall not exceed 10 feet (3.05 m) and the face area of any sign shall not exceed 50 square feet (4.65 sq.m.). All such signs shall be constructed of natural materials such as wood, stone, brick, enhanced concrete or masonry. The only illumination permitted shall be low wattage, shielded exterior fixtures. This section shall not preclude the construction of decorative entrance gates; and

- (d) a 20 foot (6.1 m) wide, tree retention area at the rear of the proposed lots on the south side of "Fringe Drive", as shown on Schedule B to:
- (i) be retained and maintained to act as a natural buffer and visual screen to adjacent properties;
  - (ii) be delineated on all applications for final subdivision approval, Development/Construction Permit applications and in the field prior to and during construction; and
  - (iii) permit the following activities provided that written approval by the Development Officer has been granted:
    - removal of standing hazardous or diseased trees; the Development Officer may require verification in writing by a Landscape Architect (a full member, in good standing with Canadian Society of Landscape Architects) or other qualified professional; and
    - removal of fallen timber and debris where the potential exists for a fire or safety risk; the Development Officer may require verification in writing by a Landscape Architect (a full member, in good standing with Canadian Society of Landscape Architects) or other qualified professional;
  - (iv) be remediated if trees are removed or tree habitat is damaged beyond repair, unless removal is associated with the permitted activities of Clause 4.2.2 (d)(iii). The Developer shall replace the damaged trees with a similar species of tree with a minimum caliper of 2.4 inches (60 mm) measured at 11.8 inches (300 mm) above established grade. The Development Officer may require the Developer to submit a Remediation Plan prepared by a Landscape Architect (a full member, in good standing with Canadian Society of Landscape Architects or other qualified professional.
- 4.2.3 Notwithstanding Clause 4.2.2 (d), the Development Officer may permit a reduction of the tree retention area where:
- (a) site constraints prevent a 20 foot (6.1 m) rear yard setback; or
  - (b) the area must be cleared for effective site drainage, in the opinion of the Development Engineer.

Each tree removed within the 20' tree retention area shall be replaced on the same lot, with a new or existing, similar species of tree with a minimum caliper of 2.4 inches (60 mm) measured at 11.8 inches (300 mm) above established grade.

### 4.3 Siting and Architectural Requirements

- 4.3.1 The Developer agrees that the buildings constructed on the Lands shall comply with the provisions of this section and as generally illustrated on the Schedules.
- 4.3.2 The Developer shall ensure that refuse, recycling and organic composters for the townhouse dwellings are not visible from street frontage by means of either:
- (a) location at the rear of the building;
  - (b) construction of a screened storage area (e.g wood lattice or acceptable equivalent) integrated with the front building facade;
  - (c) provision of a common waste management area appropriately screened for the shared use of all dwellings; or
  - (d) an acceptable equivalent in the opinion of the Development Officer.
- 4.3.3 The means by which the Developer shall accomplish Sub-section 4.3.2 shall be clearly shown on any site plan and elevation drawings submitted with a Construction Permit Application.

### 4.4 Landscaping

- 4.4.1 The Developer agrees to plant one (1) tree between the dwelling unit and front lot line of all lots. The trees shall be indigenous to the region, utility compatible and conform to any applicable standards of the HRM Municipal Service System Design Guidelines unless otherwise deemed acceptable in the opinion of the Development Officer and Development Engineer. The trees shall be a minimum of five feet (1.5 metres) in height at the time of planting and a minimum caliper of 2.4 inches (60 mm) measured at 11.8 inches (300 mm) above established grade. The Development Officer may permit existing trees five feet (1.5 metres) in height or greater to be retained and utilized to satisfy this requirement. If the trees die within one (1) year of planting, the Developer shall replace them with another tree of the same size and standard.
- 4.4.2 The Developer agrees that the Municipality shall not issue an Occupancy Permit unless the tree planting provisions established under subsection 4.41 have been met and accepted by the Municipality. Notwithstanding the forgoing, the Municipality may issue Occupancy Permits prior to completion of the landscaping, if the Developer provides a security in the amount of 110% of the estimated cost of completing the outstanding work. The security shall be in favour of the Municipality and may be in the form of a certified cheque or irrevocable, automatically renewing letter of credit in the Municipality's name issued by a Canadian chartered bank. The security shall be returned to the Developer only upon completion of all work as described under section 4.4 of this Agreement. If the outstanding work is not completed within one (1) year from the date that the security was issued in the name of the Municipality, the Municipality may cash the security in the amount owing to complete the outstanding work.

#### **4.5 Construction/sales Trailer**

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

### **PART 5: SUBDIVISION AND PHASING OF THE LANDS**

5.1 This Agreement shall be deemed to meet the requirements of the Regional Subdivision By-law with respect to concept plan approval.

#### **5.2 Phasing**

5.2.1 The development of the Lands shall generally conform to the alphabetical phasing sequence and design shown on Schedule B. Phase 2a shall include the construction of the southbound, left turn lane on Sackville Drive, at the intersection with Fescue Drive, pursuant to Sub-section 6.3.1 of this Agreement. Phase 2a shall also include construction of a right hand turning lane on Fescue Drive at the intersection with Sackville Drive, if deemed necessary, pursuant to Sub-section 6.3.1 of this Agreement.

5.2.2 Notwithstanding Sub-section 5.2.1 of this Agreement, the Developer may develop the Lands in a single phase, subject to the Development Officer approving a revised Concept Plan which reflects this change.

#### **5.3 Townhouse Access Easements**

5.3.1 The Developer shall provide adequate easements over the abutting property(ies) to access the rear of individual townhouse units by their respective owners for property maintenance, and these right-of-way easements shall be shown on the final plan of subdivision.

5.3.2 The Developer agrees to convey the right-of-way easements specified under 5.3.1 to individual property owners at the time of conveyance of each individual lot.

### **PART 6: STREETS AND MUNICIPAL SERVICES**

#### **6.1 General Provisions**

All construction shall satisfy HRM's Municipal Service Systems Specifications unless otherwise provided for in this Agreement and shall receive written approval from the Development Engineer prior to undertaking the work.

#### **6.2 Off-Site Disturbance**

Any disturbance to 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 and/or relocated by the Developer as directed by the Development Officer, in consultation with the Development Engineer.

### **6.3 Public Streets and Walkways**

6.3.1 The street and sidewalk network shall be developed as generally shown on Schedule B and shall also include the construction in Phase 2a of a southbound, left turn lane on Sackville Drive, at the intersection with Fescue Drive, as required under the Traffic Impact Study submitted with this proposal. In addition, a right hand turning lane may be required on Fescue Drive, at the intersection with Sackville Drive, if supported by a traffic assessment prepared by a Qualified Professional. The Development Officer, in consultation with the Development Engineer and the Municipal Planning Department, may give consideration to minor changes to the street network, provided the modifications serve to maintain or enhance the intent of this Agreement.

6.3.2 The Developer shall construct two public walkways as generally shown on Schedule B. These walkways shall satisfy HRM Municipal Service Systems Specifications unless otherwise provided for in this Agreement and shall receive written approval from the Development Engineer prior to undertaking the work.

### **6.4 Municipal Water Distribution, Sanitary Sewers and Storm Sewer Systems:**

6.4.1 The water distribution system shall generally conform with the schematics presented on Schedule C and all design and construction requirements of Halifax Water.

6.4.2 The sanitary sewer system shall generally conform with the schematics presented on Schedule C and Schedule E and the design and construction standards of HRM's Municipal Service Systems Specifications, unless otherwise acceptable to the Development Engineer. The developer shall provide an alternate solution, acceptable to the Development Engineer, for the Sewer Upgrades shown in Schedule E, should this design not be possible.

6.4.3 The storm sewer system shall generally conform with the schematics presented in Schedule C and Schedule D and the design and construction standards of HRM's Municipal Service Systems Specifications, unless otherwise acceptable to the Development Engineer.

### **6.5 Street Trees**

The Developer shall, at their own expense, submit to the Development Officer a Street Tree Plan. The Street Tree Plan shall be reviewed and approved by the Development Engineer prior to final subdivision approval. The Street Tree Plan shall comply to the requirements of HRM's Municipal Service Systems Specifications. Notwithstanding the previous statement, the Development Officer, in consultation with the Development Engineer, may vary the tree standards of HRM's Municipal Service Systems Specifications where sidewalks and underground utilities interfere with the placement of trees.

## **PART 7: ENVIRONMENTAL PROTECTION MEASURES**

7.1 The Developer agrees to provide full-time site supervision by a qualified person during construction to ensure that environmental protection measures are properly implemented and maintained.

### **7.2 Pyritic Slate**

The Developer agrees to comply with the legislation and regulations of the Province of Nova Scotia with regards to the handling, removal and disposal of sulphide bearing materials.

### **7.3 Water testing**

The Developer shall conduct water quality testing where the Brook enters and exits the Lands, as shown on Schedule B, prior to the construction of primary and secondary services. Testing shall occur three times a year (spring, summer, and fall) until construction is deemed complete by the Development Officer. Sampling results shall be submitted to HRM's Manager of Environmental Performance (or equivalent) and copied to the Halifax Watershed Advisory Board. Water quality testing shall include, but not be limited to, testing of the following: coliforms, pesticides, suspended solids, phosphorus, dissolved O<sub>2</sub>, and PH levels.

### **7.4 Contaminated Soil**

Prior to receiving approval for the construction of primary and secondary services, the Developer shall complete a Level II Environmental Assessment, and/or other testing as required by Nova Scotia Environment, to determine the potential presence and extent of contamination of the Lands. If contamination is found, all applicable requirements of Provincial and Federal agencies shall be satisfied.

## **PART 8: AMENDMENTS**

### **8.1 Substantive Amendments**

Amendments to any matters not identified under Section 8.2 shall be deemed substantive and may only be amended in accordance with the approval requirements of the Municipal Government Act.

### **8.2 Non-Substantive Amendments**

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

1. The granting of an extension to the date of commencement of construction as identified in Section 10.3 of this Agreement;

2. The length of time for the completion of the development as identified in Section 10.3 of this Agreement; and
3. The consideration of additional business uses in conjunction with the townhouse dwelling units, subject to sufficient on-site parking.

## **PART 9: ENFORCEMENT AND RIGHTS AND REMEDIES ON DEFAULT**

### **9.1 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 one day of receiving such a request.

### **9.2 Failure to Comply**

If the Developer fails to observe or perform any covenant or condition of this Agreement after the Municipality has given the Developer fourteen days written notice of the failure or default, except that such notice is waived in matters concerning environmental protection and mitigation, then in each such case:

1. 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;
2. 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 development 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 Lands and be shown on any tax certificate issued under the Assessment Act;
3. 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; and
4. in addition to the above remedies the Municipality reserves the right to pursue any other remediation under the Municipal Government Act or Common Law in order to ensure compliance with this Agreement.

## **PART 10: REGISTRATION, EFFECT OF CONVEYANCES AND DISCHARGE**

### **10.1 Registration**

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

### **10.2 Subsequent Owners**

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

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

### **10.3 Commencement of Development**

10.3.1 In the event that development on the Lands has not commenced within seven years from the date of registration of this Agreement at the Registry of Deeds, 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.

10.3.2 For the purposes of this section, commencement shall mean the issuance of Final Design Approval, as per the Regional Subdivision By-law.

10.3.3 If the Developer(s) fails to complete the development, or after seven years from the date of registration of this Agreement at the Registry of Deeds, whichever time period is less, Council may review this Agreement, in whole or in part, and may:

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

### **10.4 Completion of development**

Upon the completion of the development or portions thereof, or within ten years from the date of registration of this Agreement at the Registry of Deeds, whichever time period is less, Council may review this Agreement, in whole or in part, and may:

- (a) retain the Agreement in its present form;
- (b) negotiate a new Agreement;
- (c) discharge this Agreement on the condition that for those portions of the development that are deemed complete by Council, the Developer's rights hereunder are preserved and the Council shall apply appropriate zoning pursuant to the Sackville Municipal Planning Strategy and Land Use By-law, as may be amended from time to time.



WITNESS that this Agreement, made in triplicate, was properly executed by the respective Parties on this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 2009.

SIGNED, SEALED AND DELIVERED )  
in the presence of )

3102479 NOVA SCOTIA LIMITED

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

\_\_\_\_\_ )

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

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

\_\_\_\_\_ )  
HALIFAX REGIONAL MUNICIPALITY

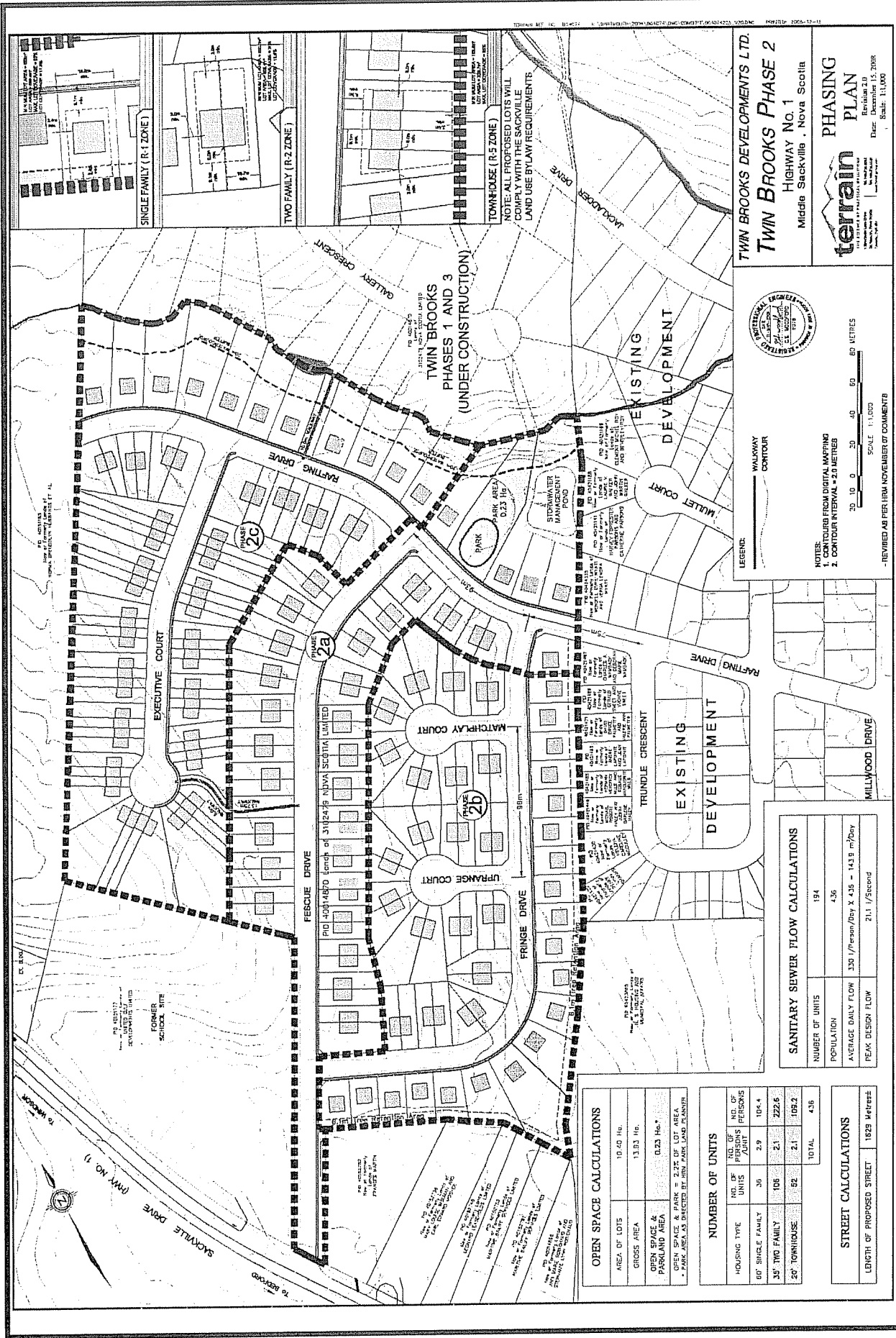
) Per: \_\_\_\_\_

MAYOR

\_\_\_\_\_ )

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

MUNICIPAL CLERK



**TWIN BROOKS DEVELOPMENTS LTD.**  
**TWIN BROOKS PHASE 2**  
 Highway No. 1  
 Middle Sackville, Nova Scotia

**PHASING PLAN**  
 Revision 2.0  
 Date: December 15, 2008  
 Scale: 1:1,000

**terrain**  
 THE EXPERTS IN TERRAIN ANALYSIS  
 1000 Highway 100, Suite 100  
 Halifax, NS B3H 2Y9  
 Tel: 902-422-1100  
 Fax: 902-422-1101  
 www.terrain.ns.ca

**LEGEND**

- WALKWAY
- CONTOUR

**NOTES:**

- CENTROID FROM DIGITAL MAPPING
- CONTOUR INTERVAL = 2.0 METRES

SCALE: 1:1,000  
 0 10 20 30 40 50 60 80 METRES

- REVISED AS PER IRM NOVEMBER 07 COMMENTS

**TWIN BROOKS PHASES 1 AND 3 (UNDER CONSTRUCTION)**

**EXISTING DEVELOPMENT**

**EXISTING DEVELOPMENT**

**EXISTING DEVELOPMENT**

**SANITARY SEWER FLOW CALCULATIONS**

NUMBER OF UNITS	194
POPULATION	436
AVERAGE DAILY FLOW	330 l/Person/Day X 436 = 143,9 m <sup>3</sup> /Day
PEAK DESIGN FLOW	21.1 l/Second

**OPEN SPACE CALCULATIONS**

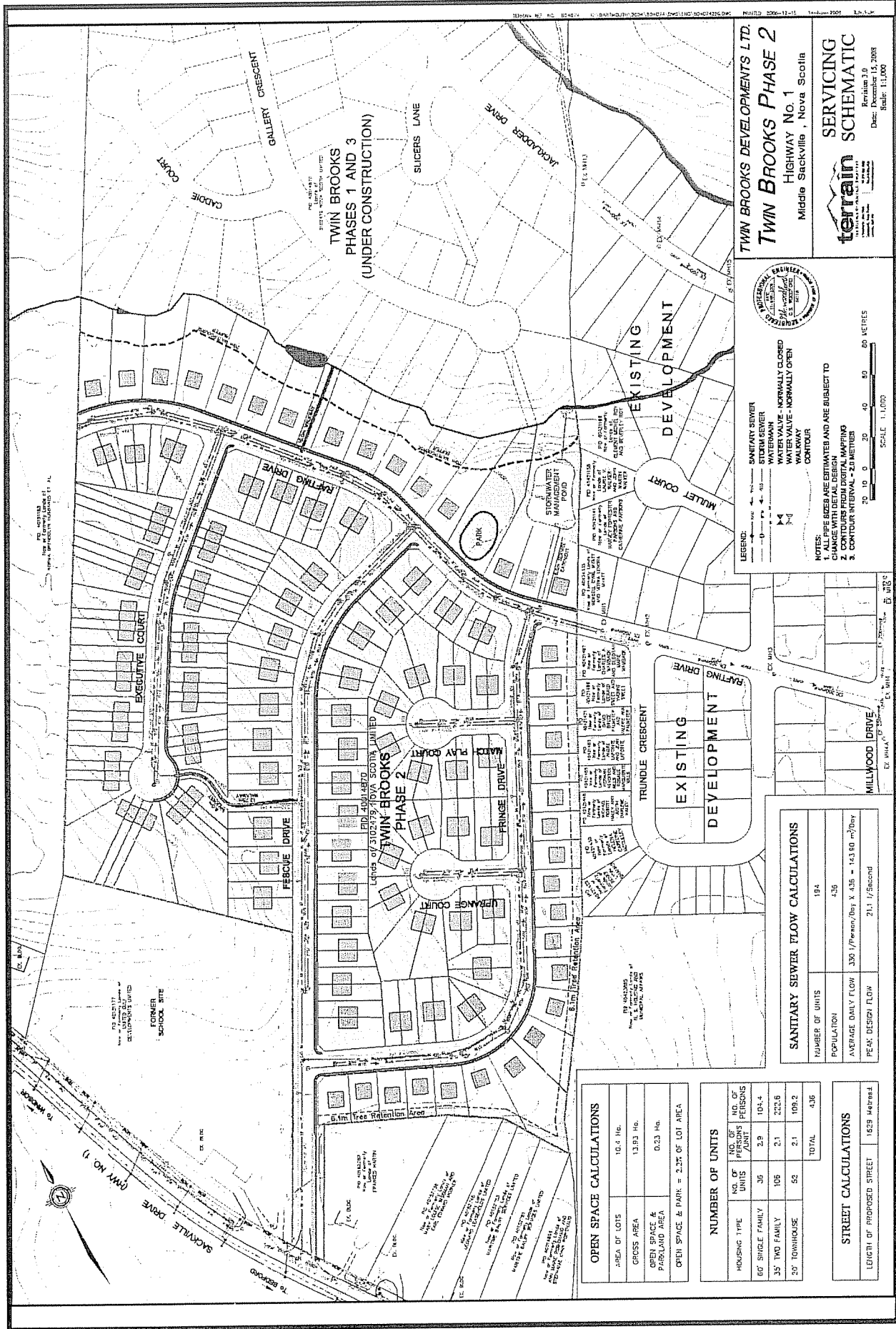
AREA OF LOTS	10.40 Hg.
GROSS AREA	13.93 Hg.
OPEN SPACE & PARKLAND AREA	0.23 Hg.*
* OPEN SPACE & PARK = 2.2% OF LOT AREA * PARK AREA AS SELECTED BY JOHN WASE, LAND PLANNER	

**NUMBER OF UNITS**

HOUSING TYPE	NO. OF UNITS	NO. OF PERSONS
80' SINGLE FAMILY	30	104.4
35' TWO FAMILY	106	222.6
20' TOWNHOUSE	52	211.0
<b>TOTAL</b>		<b>436</b>

**STREET CALCULATIONS**

LENGTH OF PROPOSED STREET	1629 METRES
---------------------------	-------------



**TWIN BROOKS DEVELOPMENTS LTD.**  
**TWIN BROOKS PHASE 2**  
 Highway No. 1  
 Middle Sackville, Nova Scotia

**terraint**  
 CONSULTING ENGINEERS  
 1000 Highway No. 1  
 Middle Sackville, Nova Scotia  
 Phone: 902-885-1100  
 Fax: 902-885-1101  
 Email: info@terrain.ns.ca

**SERVICING SCHEMATIC**  
 Revision 3.0  
 Date: December 13, 2008  
 Scale: 1:1,000

**LEGEND:**

- SANITARY SEWER
- STORM SEWER
- WATERMAIN
- WALKWAY
- WATER VALVE
- NORMALLY CLOSED
- NORMALLY OPEN
- CONTOUR

**NOTES:**

1. ALL SHOWN AREAS ARE ESTIMATED AND ARE SUBJECT TO CHANGE WITH DETAIL DESIGN
2. CONTOURS FROM DIGITAL MAPPING
3. CONTOUR INTERVAL = 2.0 METERS

SCALE: 1:1,000

**SANITARY SEWER FLOW CALCULATIONS**

NUMBER OF UNITS	194
POPULATION	436
AVERAGE DAILY FLOW	336 l/Person/Day x 436 = 145,900 m <sup>3</sup> /Day
PEAK DESIGN FLOW	21.1 l/Second

**OPEN SPACE CALCULATIONS**

AREA OF LOTS	10.4 Hg.
GREEN SPACE	13.83 Hg.
OPEN SPACE & PARCELAND AREA	0.33 Hg.
OPEN SPACE & PARK	= 2.3% OF LOT AREA

**NUMBER OF UNITS**

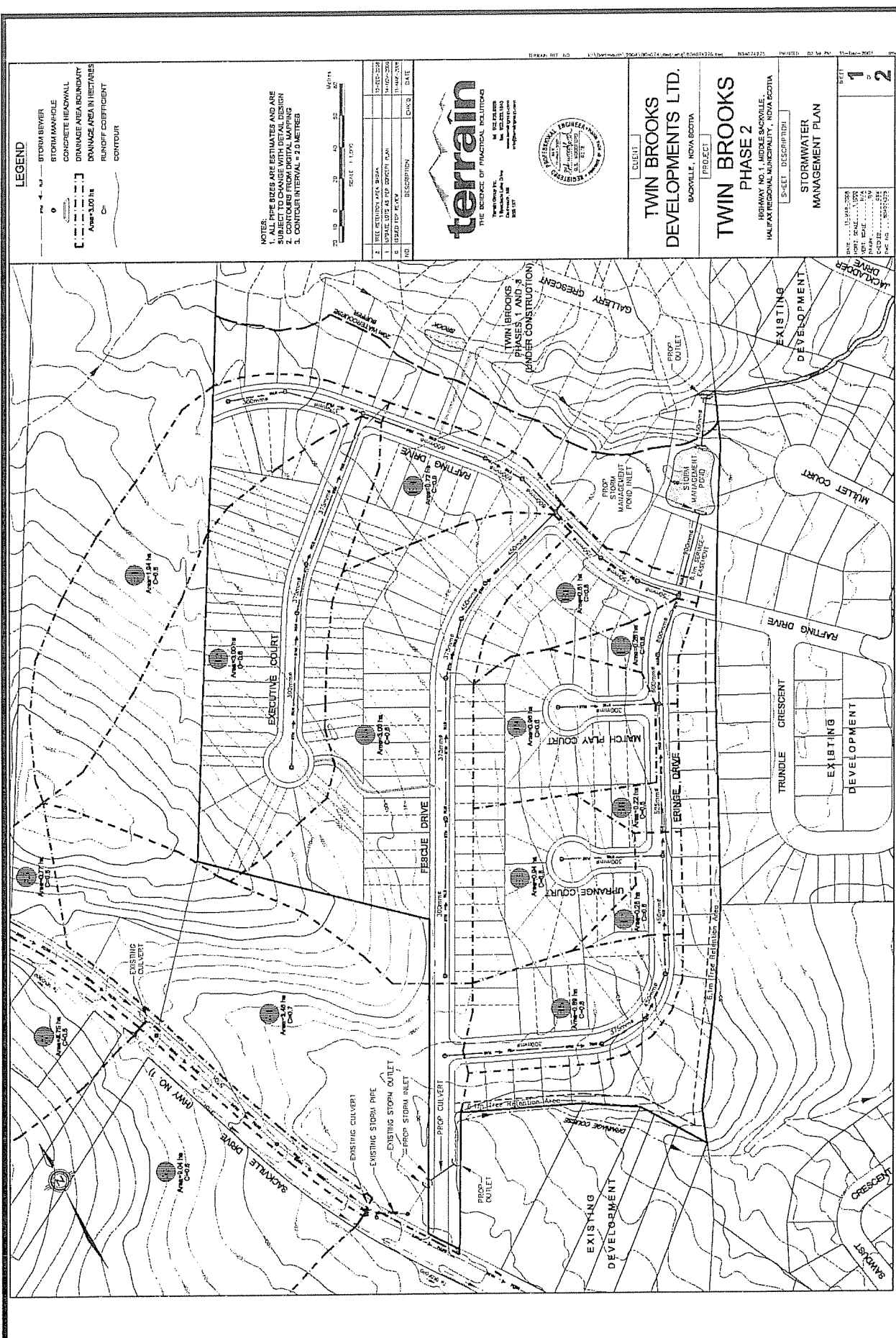
HOUSING TYPE	NO. OF UNITS	NO. OF PERSONS
60' SINGLE FAMILY	36	104.4
35' TWO FAMILY	106	202.6
20' TOWNHOUSE	52	109.2
<b>TOTAL</b>	<b>194</b>	<b>436</b>

**STREET CALCULATIONS**

LENGTH OF PROPOSED STREET	1629 Metres
---------------------------	-------------

**HAJIFAX**  
 REGIONAL MUNICIPALITY  
 Planning Services

Schedule C  
 Servicing Schematic



**LEGEND**

- STORM SEWER
- CONCRETE HEADWALL
- DRAINAGE AREA BOUNDARY
- RUNOFF COEFFICIENT
- CONTOUR

**NOTES:**  
 1. ALL PIPE SIZES ARE ESTIMATES AND ARE SUBJECT TO CHANGE WITH DETAIL DESIGN.  
 2. CONTOUR INTERVAL: 2.0 METRES

SCALE 1:1000  
 METRES

NO	DESCRIPTION	CHK'D	DATE
1	PREPARED BY		
2	DESIGNED BY		
3	CHECKED BY		
4	APPROVED BY		

**terrain**  
 THE SCIENCE OF FUNCTIONAL SOLUTIONS

**TWIN BROOKS DEVELOPMENTS LTD.**  
 SACKVILLE, NOVA SCOTIA

**TWIN BROOKS PHASE 2**  
 HIGHWAY NO. 1, MIDLES SACKVILLE, HALIFAX REGIONAL MUNICIPALITY, NOVA SCOTIA

**STORMWATER MANAGEMENT PLAN**

SHEET 1 OF 2

DATE: 11-15-2008  
 DRAWN BY: J. HARRIS  
 CHECKED BY: J. HARRIS  
 APPROVED BY: J. HARRIS

**Schedule D  
 Stormwater Management Plan**

Dec. 15, 2008

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

T:\Repmaps\Devagree\01147\SchD.mxd (AKT)





**Attachment C**  
**Detailed Policy Review**

The Planning Act permits the establishment of comprehensive development districts in the Plan Area and the use of contractual development agreements. The use of these agreements will be advantageous to the community by providing for the comprehensive planning of individual developments. Such a comprehensive approach will permit consideration of a wide range of development conditions including topographic conditions, housing mix including innovative housing forms, the scheduling of development, road layout, public land dedication, sidewalks, the location of school and other community facilities, provisions for storm drainage as well as the general effects of the development on the environment and adjacent land uses. Residential development, through comprehensive development districts, is in keeping with the intent of encouraging well-planned residential neighbourhoods.

UR-9 It shall be the intention of Council to establish a comprehensive development district within the land use by-law which permits any residential use and community facility use, in association with such residential uses. A comprehensive development district shall specifically prohibit any industrial or general commercial development, except local commercial uses which are intended to service households within the district on a daily basis. **(Refer to Sackville Drive SPS: RC-May 7, 2002; Effective-June 29, 2002)**

Policy		Response
<b>UR-9- eligibility for rezone to CDD- Council must regard:</b>		
(a) that the development is within the Urban Residential Designation;	✓	The entire parcel is designated UR.
(b) that the development includes a minimum land area of five acres to be so zoned and will not entail the substantive removal or replacement of existing single or two unit housing stock;	✓	The proposed site is 13.93 hectares (34.4 acres) and is vacant.
(c) that, where the development provides for a mix of housing types, it does not detract from the general residential character of the community;	✓	Adjacent single unit neighbourhoods buffered from the semi detached and townhouse units by row of single unit dwellings.
(d) that adequate and useable lands for community facilities are provided;	✓	A public park area adjacent to the brook is developed for the use of the community.

(e)	that the development is capable of utilizing existing municipal sewer and water services; and	✓	The development can utilize existing municipal systems; the allowable density cannot exceed the allocated density and the sewer systems must be upgraded and routed to the Millwood system.
(f)	that the development is consistent with the general policies of this planning strategy and furthers its intent	✓	The development is consistent with the intent of MPS and furthers the desire to develop and densify this area by re-using an existing, developed site.
<b>UR-10- Development on CDD only through DA- DA must specify:</b>			
(a)	the types of land uses to be included in the development;	✓	DA specifies maximum number and location of singles, semis and townhouse units.
(b)	the general phasing of the development relative to the distribution of specific housing types or other uses;	✓	The concept Plan and DA describe three phases of development.
(c)	the distribution and function of proposed public lands and community facilities;	✓	Public Park and Walkways identified
(d)	any specific land use elements which characterize the development;	✓	DA provides a list of allowable land uses and a site plan detailing where these are to be located.
(e)	matters relating to the provision of central sewer and water services to the development;	✓	DA includes servicing schematic and plan for sewer upgrades
(f)	provisions for the proper handling of stormwater and general drainage within and from the development;	✓	DA includes stormwater management plan.
(g)	any other matter relating to the impact of the development upon surrounding uses or upon the general community, as contained in Policy IM-13; and	✓	DA includes buffering to adjacent residential properties and requires development form meet standards of the LUB.

<p>(h) furthermore, the elements of (a) through (g) and other matters related to the provision of central services and the proper handling of storm water and general drainage shall additionally be considered by Council according to the development agreement provisions of the <u>Planning Act</u>.</p>	<p>✓</p>	<p>Proposed DA meets provision of the former Planning Act (currently known as the Municipal Government Act).</p>
<p><b>IM-13 general considerations for implementation- Council must regard:</b></p>		
<p>(a) that the proposal is in conformity with the intent of this planning strategy and with the requirements of all other municipal by-laws and regulations;</p>	<p>✓</p>	<p>Proposal furthers intent of MPS and complies with all other by-laws and regulations.</p>
<p>(b) that the proposal is not premature or inappropriate by reason of:</p> <ul style="list-style-type: none"> <li>(i) the financial capability of the Municipality to absorb any costs relating to the development;</li> <li>(ii) the adequacy of sewer and water services;</li> <li>(iii) the adequacy or proximity of school, recreation and other community facilities;</li> <li>(iv) the adequacy of road networks leading or adjacent to, or within the development; and</li> <li>(v) the potential for damage to or for destruction of designated historic buildings and sites.</li> </ul>	<p>✓</p>	<p>Proposal is timely and appropriate as:</p> <ul style="list-style-type: none"> <li>(i) costs are within HRM's budget;</li> <li>(ii) proposal can tap into existing sewer and water systems with some upgrades required from Developer;</li> <li>(iii) site is close to existing schools and community facilities and will provide a park and walkway system for further recreation opportunities,</li> <li>(iv) traffic impact study indicates that development can be well served by the existing road network; and</li> <li>(v) there are no historic buildings or sites in proximity to proposal.</li> </ul>



**Attachment D**  
**Halifax Watershed Advisory Board Recommendations**

The following details Staff response to HWAB's recommendations for the Twin Brooks application:

Recommendation	Response
<p>Measures to protect Brook:</p> <ol style="list-style-type: none"> <li>1. 30 M buffer to watercourse under HRM ownership;</li> <li>2. Brook crossing via bridge or open culvert to allow fish passage; and</li> <li>3. Pre/post construction water quality monitoring.</li> </ol>	<ol style="list-style-type: none"> <li>1. The Sackville LUB requires a 20M buffer to the watercourse which is to be held under private ownership. Parkland Planning does not want linear land and requested the park be located as shown on the Concept Plan;</li> <li>2. The development will use an existing causeway for walkway connection to adjacent lands;</li> <li>3. The Agreement establishes pre/post construction water quality monitoring, according to HWAB.</li> </ol>
<p>Stormwater management:</p> <ol style="list-style-type: none"> <li>1. oil/grit separator @ storm drain where enters management pond;</li> <li>2. management pond large enough for 1:100 storm run-off;</li> <li>3. flow control of management pond to ensure that post construction run-off not exceed pre-construction rates;</li> <li>4. no direct discharge of stormwater into Brook.</li> </ol>	<ol style="list-style-type: none"> <li>1. Oil/grit separators are not required under the Municipal Service Specifications (Red Book);</li> <li>2. Developers consultant to confirm design parameters;</li> <li>3. The Developer must design the stormwater management system in accordance with the "Red Book" and are not permitted to create downstream impacts with development;</li> <li>4. Recommendation forwarded to Developer. Follow-up will occur during detailed design review.</li> </ol>
<p>Erosion &amp; Sedimentation Control:</p> <ol style="list-style-type: none"> <li>1. \$10,000 per lot bond to cover remediation if sediment contaminates Brook;</li> <li>2. finalized Plan be submitted to HWAB for comment.</li> </ol>	<ol style="list-style-type: none"> <li>1. Erosion &amp; sedimentation is under the jurisdiction of Nova Scotia Environment and HRM does not have the authority to request this; and</li> <li>2. Request forwarded to Developer.</li> </ol>
<p>General Comments:</p> <ol style="list-style-type: none"> <li>1. sewage should be stored on-site to prevent further in-flow and infiltration (I&amp;I) from occurring upstream during rain events;</li> <li>2. homes equipped with water conservation technologies.</li> </ol>	<ol style="list-style-type: none"> <li>1. Halifax Water has an ongoing program to decrease I &amp; I into the sanitary sewer system. Efforts will be directed to reducing I&amp;I rather than infrastructure for on-site storage;</li> <li>2. Recommendation forwarded to Developer.</li> </ol>

Attachment E  
Minutes of Public Information Meeting- May 1, 2008

**HALIFAX REGIONAL MUNICIPALITY  
PUBLIC INFORMATION MEETING  
CASE NO. 01147 - Twin Brooks Development**

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7:00 p.m.  
Thursday, May 1, 2008  
Sackville Heights Community Centre

**STAFF IN**

**ATTENDANCE:** Leticia Smillie, Planner, HRM Planning  
Tim Burns, Planning Technician, HRM Regional Planning  
Cara McFarlane, Planning Controller, HRM Planning Services

**ALSO IN**

**ATTENDANCE:** Councillor Brad Johns, District 19  
Councillor Bob Harvey, District 20  
Nick Pryce, Terrain Group Inc.  
Glenn Woodford, Terrain Group Inc.  
Kevin Marchand, Ramar Developments  
Ann Merritt, North West Planning Advisory Committee  
Walter Regan, North West Planning Advisory Committee and  
Sackville River Association

**PUBLIC IN**

**ATTENDANCE:** Approximately 15

---

The meeting commenced at approximately 7:03 p.m.

**1. Opening Remarks/Introductions/Purpose of Meeting - Leticia Smillie**

Ms. Smillie introduced herself as the planner facilitating the application through the planning process; Nick Pryce and Glenn Woodford, Terrain Group Inc.; Kevin Marchand, Ramar Developments; Councillor Brad Johns, District 19; Councillor Bob Harvey, District 20; Kemp MacDonald, HRM Parkland Planning; Tim Burns, HRM Regional Planning; and Cara McFarlane, HRM Planning Services.

Tonight's meeting is to discuss an application by Terrain Group Inc., on behalf of Ramar Developments, to develop a portion of the former Sackville Golf Course into a mixed housing development.

The meeting's agenda and purpose were reviewed.

## 2. Overview of Planning Process

The rezoning and development agreement (if applicant chooses to go this route) planning process was explained.

## 3. Presentation of Proposal

The property is 116 acres located on Sackville Drive stretching up to Little Lake and the CNR Line. This proposal is focusing on approximately a 14 acre parcel to one side of the brook (shown in red). Phases 1 and 3 (currently under construction) were shown on the screen.

The property is designated Urban Residential which was applied to areas where residential growth was to be encouraged in keeping with existing residential development. The property is zoned P-1 (Open Space) as the former golf course was considered a recreational use under this zone. The land is currently vacant and was cleared for the golf course.

Under the Urban Residential designation, there are two options for development of this site. The first would be through the rezoning process which would see the land broken up into distinct zones based on the proposed use. The singles would be under the R-1 (Single Unit Dwelling) Zone, the semis under the R-2 (Two Unit Dwelling) Zone and the townhouses under R-5 (Townhouse Dwelling) Zone. These would have to completely comply with the requirements of the respective zones.

The second option is to rezone the entire parcel to CDD (Comprehensive Development District) and negotiate a development agreement (defined to public). The development agreement would provide the developer with more flexibility as to the layout of unit mix of the development and would also provide an opportunity to negotiate features of the development.

The developer is currently considering both options. Some features that will be required of the development regardless of whether it goes through the rezoning or the development process are:

- a) A limit on the number of persons. This is based on sewage capacity. When considering future development in this area, sewer capacity was allotted based on R-1 Zone. While there is policy to consider the semis and townhouse development, the final density of this proposal will not be able to exceed the maximum density if it were to be developed using the R-1 standard;
- b) A buffer of single unit dwellings shown on the outskirts to any adjacent residential development;
- c) There will be two entrances to the development from Sackville Drive and the other at the extension of Rafting Drive;
- d) Parkland Planning indicated that they will require a 1,000 square metre neighbourhood park and the balance of the parkland would be used to either do site improvements or a pedestrian connection over the brook; and
- e) A 20 metre buffer to the existing brook.

### Presentation - Nick Pryce

The location was shown as well as an aerial photo.

The concept plan was shown. The single residential units are on the outside of the development, the semis in the middle towards some townhouse units at the top of the development. There will be 35 single family units, 106 semi units and 52 townhouse units. The population works out to approximately 435 people.

Some examples of what the homes may look like within the development were shown.

A traffic impact study was completed in 2004. The outcome was that the street network can accommodate the additional growth based on the road network that is being proposed. Phase 1 of the Beaver Bank By-Pass connection (Maroon Drive and Highway 101 to Sackville Drive) will assist with the movement of traffic through the neighbourhood. This will provide quick access to the interchange onto Highway 101.

#### **4. Questions/Comments**

Charlie Wamback, Sackville, in reference to the connection with Maroon Drive, asked where this connection to Rafting Drive happen. Mr. Woodford mentioned that Department of Transportation (DOT) plan to construct, starting this Fall, a connector road from Highway 101 to Sackville Drive. The main purpose of this connector is to take traffic off Sackville Drive and put it onto Highway 101 before Beaver Bank Road which is quite congested at peak traffic times. This interchange access will probably only be a few 100 metres from the entrance of this development and will allow for very quick and easy access to Highway 101. The people in the subdivision just below the proposed one will be able to travel through this subdivision to Sackville Drive and out to the interchange. One resident asked if the two will be completed at the same time. Mr. Woodford mentioned that they are two independent projects.

David Palmeter, Sackville, asked if this is located north of Lucasville Road to which Mr. Woodford agreed.

Gerry Sweet, Sackville, referring to the concept plan, asked why the units closest to Trundle Crescent are staggered. What is the distance behind the existing houses? Mr. Pryce said that the plan is just a concept. Setbacks are required. Ms. Smillie said the front yard setback is 20 feet and the rear and side yard setbacks are 8 feet. Mr. Woodford mentioned that there are some trees along the property line which the developer would like to maintain as they are matured.

Gordon Given, Sackville, asked where the connector from Highway 101 will join onto Sackville Drive. Mr. Woodford showed the location on the map. Mr. Given is concerned about the impact of traffic on him, his neighbours and the roads. Mr. Woodford explained that once the interchange is complete it will reduce the traffic coming down Sackville Drive. The traffic from the proposed development will turn right onto the new interchange.

Mr. Given asked if this is the only proposed highway changes. Mr. Woodford has no knowledge of any others. Councillor Johns mentioned that the actual connection that was shown by Mr. Woodford

is funded by three levels of government and everything to the north side of the slide shown is going to be constructed by either the municipality or by developers. The intention is for that road to eventually go straight out to Beaver Bank. Councillor Johns pointed out on the slide where Margeson Drive (formerly known as the Beaver Bank By-Pass) will be constructed. At this interchange there is a developer that has applied and is in the process of looking at going to a public hearing for a section of property nearby (shown on map) and his proposal shows a lane widening of Sackville Drive (centre turning lane). The major way to get into that proposed development was shown on the map. There are some highway improvements in that area. The developer has agreed to instead of having 45 individual driveways coming onto Sackville Drive, have those driveways coming into a development with only one access to Sackville Drive. This is the reason for the upgrades to the interchange.

Mr. Palmeter asked where the water and sewer lines will come into this development. Mr. Woodford said the water line will come from two different zones because of the height difference in the land. One water line will come from Sackville Drive and other from Rafting Drive. The sewer will all go down Rafting Drive, across Millwood and through the schoolyard to the trunk sewer line by the Little Sackville River. Councillor Johns mentioned that there were a number of upgrades to the Lively system. Lively has had some environmental problems with sewage. This was addressed and they made sure the pipes were big enough to accommodate any future developments.

One resident wondered how many people would be coming into the area with the new developments combined. Mr. Woodford said this proposal will bring approximately 435 people but he is not sure of all the developments. The resident is concerned about the increase in traffic. Councillor Johns mentioned that the other development spoken of earlier hasn't been approved yet. If approved, it is phased in such a way that it will only go forward as the other roads are constructed. Without Margeson Drive it will not happen. Margeson Drive (connector between Sackville Drive and Highway 101) was actually scheduled to happen in another six years, but the municipality, the Province and the Federal Governments have recognized the need for it sooner.

The resident asked if another school will be built in the area. Councillor Johns said that decision is made by the Province but students will be bussed elsewhere (if necessary) or the boundaries will be redrawn.

The resident asked about the fire department. Councillor Johns said there are three separate departments within the Sackville area. He has asked HRM to look at acquiring a parcel of property along Margeson Drive to consider consolidating the three sites to one.

Jason Jennings, Middle Sackville, was concerned about the Halifax Regional School Board (HRSB) being consulted about the affect on the schools in the area (already addressed). Is there a time line if HRSB redraws the boundaries? Ms. Smillie mentioned that HRSB is part of the review team for this application; therefore, they will be consulted and their comment will be part of the staff report.

Mr. Jennings asked if Metro Transit has been consulted regarding public transportation. Ms. Smillie said that Metro Transit can be consulted on this application to see what the future plans are for the area. Councillor Johns mentioned that HRM has already acquired a very large parcel of property on the future Margeson Drive to look at extending the Metro Link.

Walter Regan, member of North West Planning Advisory Committee (NWPAC) and Sackville Rivers Association, asked for a guarantee of on-site retention of stormwater to reduce the runoff. Mr. Woodford said there is regulation in place which requires the developer to balance pre and post development flows for the 1 in 5 year flood; therefore, there will be retention on-site. As this is a steep site, it is not easy to have multiple ponds. There could be some swales to retain water temporarily during a storm.

Mr. Regan asked that this site have sewage retention to reduce the overflows into the Sackville and Little Sackville Rivers. Mr. Woodford said that Halifax Water Commission (HWC) is looking at the trunk sewer to do storage along that route. He is not sure if it will be in place by the time this development is started. He doesn't feel this is the appropriate place for the sewage storage because of the steep grade.

Mr. Regan is disappointed that there is no public access to the watercourse as it is owned by the public.

Mr. Regan asked if there will be a lot service charge. Ms. Smillie said there will be capital cost charges that are involved with the subdivision process. She will find out how much this charge will be.

Mr. Regan asked if these houses will be built to LEED standard. Mr. Woodford said not likely. Certainly, many elements within them would get LEED points, but in order to get LEED certification, someone has to be involved from the beginning testing every single element which would be very costly.

Mr. Regan, referring to the buffer described earlier, does not look at this as a buffer because it does not apply to public access. It is more of a setback from the brook. Can this setback be given to HRM as a park? Mr. Pryce mentioned that 20 metres is the Regional Plan setback from any watercourse; therefore, there will be no disturbance or development within that area. Kemp MacDonald said in terms of park, HRM is only eligible for a certain amount of land. In this case, we would end up with a small amount of frontage leading to the brook. The park configuration is designed to be a neighbourhood park with a play structure. It is situated so it will connect to another development for their access. The park is designed for pedestrians as there are no parking facilities. Mr. Regan is very disappointed that access to the watercourse by the public is being restricted. A proper trail would be an asset to the community.

Mr. Regan asked if there was a way that HRM could acquire Little Lake so this development does not hurt the Little Sackville River and it will be protected. This would be a natural asset to the community. He challenged HRM to do this.

Alvin White, Maroon Hill resident, asked how the property taxes will be affected. What will the homes be valued at? Kevin Marchand said the single residential homes will be valued between \$250,000 to \$350,000 - \$400,000 range, the semis will range in the \$150,000 to \$225,000, and the townhouses will range between \$160,000 to \$220,000 depending on the style. The taxes will not necessarily be driven up. The goal is to blend the development into the community. Ms. Smillie understands that the Province has a cap on the assessments for existing homes.

Mr. White asked what affect the development will have on wildlife. Mr. Marchand mentioned that the area is already cleared. There is still a lot of natural environment beyond this site. Mr. White mentioned that more development will push the rest of the wildlife out. Mr. Pryce said the area has been partially developed and the intent is to try to retain the trees along the back of the property.

Arnold Brownell, Sackville, asked if the development would have sidewalks to which Mr. Woodford agreed. Mr. Brownell's concern is that there would not be a sidewalk from Rafting Drive to Millwood Drive. Mr. Woodford said sidewalks are required with new subdivision.

Mr. Palmeto wondered if all new water and sewer lines would be put in on Rafting Drive. Mr. Woodford said there is an existing sewer pipe on Rafting Drive that is big enough so the street does not have to be dug up. A new sewer pipe will have to be installed from Millwood Drive (at the bottom of Rafting Drive) across the school yard to the trunk sewer.

One resident questioned the setbacks on the property and the closeness to existing properties and homes. Mr. Woodford explained that there will be at least 50 feet of back yard as the lots will be 100 feet deep and 60 feet wide.

Mr. Wamback asked if the runoff will be taken care off. Mr. Woodford said the parallel road will take off the drainage at the road. Councillor Johns mentioned that there is a lot grading by-law and because these are serviced lots they will all have to fall under that by-law. The by-law on that property is not in effect until it is developed with municipal services. If the land had on-site systems this by-law would not apply.

Mr. Regan asked if it is possible to have a bond of \$5,000 per lot established. Ms. Smillie said she would check with Development Engineering.

Mr. Regan asked if there will be traffic lights where this street enters Sackville Drive. Mr. Pryce said the traffic study doesn't indicate that they are needed at this intersection.

Mr. Regan mentioned that if HRM owned the buffer area along the brook, a tot lot could be developed in that area. Are there plans for a tot lot in the development? Mr. MacDonald said HRM Parks will likely accommodate a play structure. A pedestrian connection is proposed to a Phase 3 of Twin Brooks to the north. Councillor Johns asked if this is paid for by the developer in this case. Mr. MacDonald hopes so. Parks is hoping for a combination of land and development. The brook needs a crossing to create a connection for the future development to the north. A lot depends on how much they are entitled to. Mr. Woodford said the plan shows 5% and HRM is entitled to 10% parkland. Some donation will be given for site improvements. The process is ongoing.

Mr. Regan asked if there will be any drilling and testing for acidic slate. Mr. Woodford said an environmental study was done at one point. A geotechnical report will have to be done before any construction begins. At that time, the geotechnical engineers will let the developer know if there is any acidic slate.

Mr. Regan asked if there will be any street trees to which Mr. Woodford agreed.

Mr. Regan asked if it is possible to put a high density apartment in the development to trade off for housing. There is very little low income affordable housing in this community. Mr. Pryce said based on the capacity issue, 435 people is the maximum number that this area can accommodate. A wide variety of price ranges will be available.

Mr. Regan asked if this will go before the Halifax Watershed Advisory Board (HWAB) to which Ms. Smillie agreed.

Mr. Regan asked if the 2004 Traffic Impact Study took in the accumulative affect of Sunset Ridge, all of the infill and the water and sewer going up Sackville Drive. Ms. Smillie said Development Engineering has asked for an updated traffic impact study that will look at the entire area.

Mr. Regan thinks the applicant should pay for the walkway bridge across the brook. Mr. Pryce mentioned that 5% for improvements could go towards that bridge. Mr. Regan would like to see 5% go towards the lake.

Mr. Regan mentioned that Margeson Drive may take away a lot of traffic away from Sackville Drive but not necessarily on the weekends. It may also have a negative affect by taking business away from Sackville Drive. Has an economic study been done? Ms. Smillie is not sure if studies were performed but she will find out.

Councillor Johns asked Ms. Smillie for the meeting notification area.

One resident asked when, if approved, the development would start. Mr. Marchand mentioned that it may be two years before the sewer system is upgraded.

## **5. Closing Comments**

Ms. Smillie thanked everyone for attending the meeting and sharing their comments and concerns regarding the application.

## **6. Adjournment**

The meeting adjourned at approximately 8:00 p.m.