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Halifax, Nova Scotia  
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North West Community Council  
March 26, 2009

TO: North West Community Council

SUBMITTED BY:   
Paul Dunphy, Director of Community Development

DATE: March 11, 2009

SUBJECT: Case 01147 - Twin Brooks Development Agreement

**SUPPLEMENTARY REPORT**

**ORIGIN**

- Application by 3102479 Nova Scotia Limited to rezone to CDD (Comprehensive Development District) to enable consideration of a development agreement for a residential development on the former Sackville Golf Course, 1409 Sackville Drive, Middle Sackville.
- February 26, 2009 Public Hearing - NWCC heard the case and approved the rezoning to CDD. The decision on the Development Agreement was deferred pending the rezoning appeal period. This report explains the outcome of the rezoning and ability of NWCC to consider the Development Agreement.
- February 26, 2009 Public Hearing - NWCC request for a supplementary report addressing their concerns related to the Development Agreement.

**RECOMMENDATION**

It is recommended that North West Community Council:

1. Approve the Development Agreement as illustrated in Attachment B; and
2. 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.

## **BACKGROUND**

Prior to NWCC considering the Development Agreement (DA), the rezoning to CDD must be in effect. NWCC held a Public Hearing on February 26<sup>th</sup>, 2009 to hear the details of the proposal and subsequently approved the CDD rezoning. The appeal period for the rezoning closed on March 14, 2009 and there were no appeals. NWCC can now decide on the DA.

Following the Public Hearing, NWCC requested a supplementary report to address their concerns, prior to DA consideration.

## **DISCUSSION**

The following is Staff response to NWCC concerns:

### **Parkland Dedication**

NWCC requested that the parkland dedication be re-examined and consideration given to a tot-lot near the townhouse section of the proposed development.

#### *Location of Dedication*

Through negotiations with the Developer and HRM Parkland Planner, the parkland site has been relocated closer to the townhouse cul-de-sac (Map 1). This site is a reasonable location as it will give public access to the watercourse, is fronted by a sidewalk and will provide a connection to the adjacent development via a walkway over the watercourse. The parkland site is centrally located and will be easily accessed from all housing forms in the development.

#### *Size and Form of Dedication*

HRM Parkland Planning determined that the parkland dedication should be in the form of a Neighbourhood Park. A Neighbourhood Park is designed to serve those within a 0.5 km service radius or approximate 10 minute walking distance and is typically 1,000 m<sup>2</sup> (11,000 ft<sup>2</sup>) in size. This neighbourhood park is twice the typical size to provide increased public access to the watercourse and road frontage (Map 1). At 2,100 m<sup>2</sup> (23,000 ft<sup>2</sup>) the parkland dedication represents approximately 1/4 of the 10% dedication required. The balance of parkland will be in the form of site improvements and facilities. Site improvements and facilities for Neighbourhood Parks take the form of play structures, trails, benches, picnic areas, shelters, landscaping, etc. Subsection 6.6.1 of the DA ensures that the parkland dedication will be completely used for this site.

At the Public Hearing, neighbours expressed an interest in a ball field, which is classified as a Community Park. HRM Parkland Planning's inventory found this area to be well served by Community Parks. Within a 2 km service area there are four Community Parks. Community Parks should be located on major roads with capacity for the extra traffic and parking. This development is served by local roads; introducing additional traffic and parking would be disruptive to the community.

#### *Trail along Watercourse*

Parkland Planning has stated that they have no interest in creating a trail along the watercourse. The site slopes steeply down to the watercourse and a trail would be very secluded. A secluded trail has the potential to become a hangout and location for criminal behaviour. CPTED (Community Protection Through Environmental Design) principles would discourage the creation of a public site hidden from community surveillance.

#### **Expanded Notification Area**

Map 2 of the December 12, 2008 Staff Report illustrates the notification area used for the Public Hearing. The Sackville Land Use Bylaw requires notification to property owners within two hundred and fifty feet (76 m) of the site's boundaries. Councillor Brad Johns requested an expanded notification area due to the size and potential impact of the proposed development. The notification area was expanded to cover most of Millwood and stretched up to the residences along Wilson Lake Drive.

#### **Regional Plan Policy**

HRM's Regional Plan, adopted in 2006, designates this area of Sackville as a Suburban Local Centre. As such, residential developments and supporting infrastructure are to be encouraged in this community.

#### **Sidewalk along Sackville Drive**

At time of extension of sanitary and water services along Sackville Drive, allowance was made for future sidewalks. HRM Design & Construction Services have indicated that the sidewalks are not included in the proposed 2009/10 capital budget for Sackville Drive. This location is on the list for future new sidewalks and will be part of future budget considerations.

#### **Margesson Drive & Highway 101 Interchanges**

The funding has been announced for this project and construction is anticipated to occur over the next two years.

#### **Conclusion**

As the rezoning approval was not appealed, NWCC is now in a position to consider the Development Agreement. Staff are recommending approval as the revised parkland location will meet community needs while satisfying HRM Parkland Planning criteria.

#### **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 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**

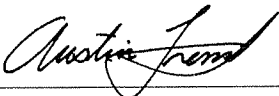
1. Council may approve the proposed Development Agreement. This is the recommended course of action.
2. Council may choose to approve the proposed Development Agreement subject to modifications. Such modifications may require further negotiations with the applicant, revisions to the schedules attached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

**ATTACHMENTS**

Map 1: Concept Plan  
Attachment A: Proposed Development Agreement

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 : Leticia Smillie, Planner, 869-4747

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





## **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 Halifax Regional Municipality 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 and the Halifax Regional Municipality Subdivision 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 Halifax Regional Municipality 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-1 Concept Plan
- B-2 Concept Plan (Alternate Parkland Site)
- C-1 Servicing Schematics
- C-2 Servicing Schematics (Alternate Parkland Site)
- D-1 Storm Water Management
- D-2 Storm Water Management (Alternate Parkland Site)
- 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 Halifax Regional Municipality Subdivision By-law, unless otherwise stated by the Municipality:

- (a) Water quality testing results for the Brook, as shown on Schedules B-1 and B-2, 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;
- (c) All applicable permits, licenses and approvals from Nova Scotia Environment associated with the environmental assessment and remediation of the site; and
- (d) A suitable park design and cost estimate, in the opinion of the Parkland Planner, as required pursuant to Section 6.6. Park design shall be included in the final subdivision design drawings.

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;
- (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; and

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.

## **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 of the Halifax Regional Municipality Charter shall apply to the development of the Lands permitted under this Agreement;
- (c) a maximum of one ground sign be permitted at the two subdivision entrances 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 no portion of the signs shall be permitted in the right of way; 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 Schedules B-1 and B-2 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 nearby, 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 Development/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 Halifax Regional Municipality 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 Schedules B-1 and B-2. 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 Schedules B-1 and B-2 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 Schedules B-1 and B-2. 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 Schedules C-1 and C-2 and all design and construction requirements of Halifax Water.
- 6.4.2 The sanitary sewer system shall generally conform with the schematics presented on Schedules C-1, C-2 and 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 Schedules C-1, C-2, D-1 and D-2 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.

#### **6.6 Parkland**

- 6.6.1 The parkland dedication for this development shall be:
- (a) as generally shown in Schedule B-1;
  - (b) useable land necessary for a Neighbourhood Park; and
  - (c) solely used to create and improve the Neighbourhood Park. The Developer may fulfill this requirement by providing construction services of equal value to the Neighbourhood Park, as approved by HRM Parkland Planner (or equivalent).
- 6.6.2 Notwithstanding Sub-section 6.6.1 (a), the parkland dedication for this development may be altered, as generally shown in Schedule B-2. This alteration shall be permitted, if in the opinion of the Development Officer, in consultation with the HRM Parkland Planner (or equivalent), the parkland dedication shown on Schedule B-1 is not useable. Useable shall be as defined in the Halifax Regional Municipality Subdivision By-law, with amendments to 19 August 2008.

## **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 maintenance, 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 Schedules B-1 and B-2, 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 Halifax Regional Municipality Charter.

### **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 Halifax Regional Municipality Charter 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 Halifax Regional Municipality 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

)

\_\_\_\_\_

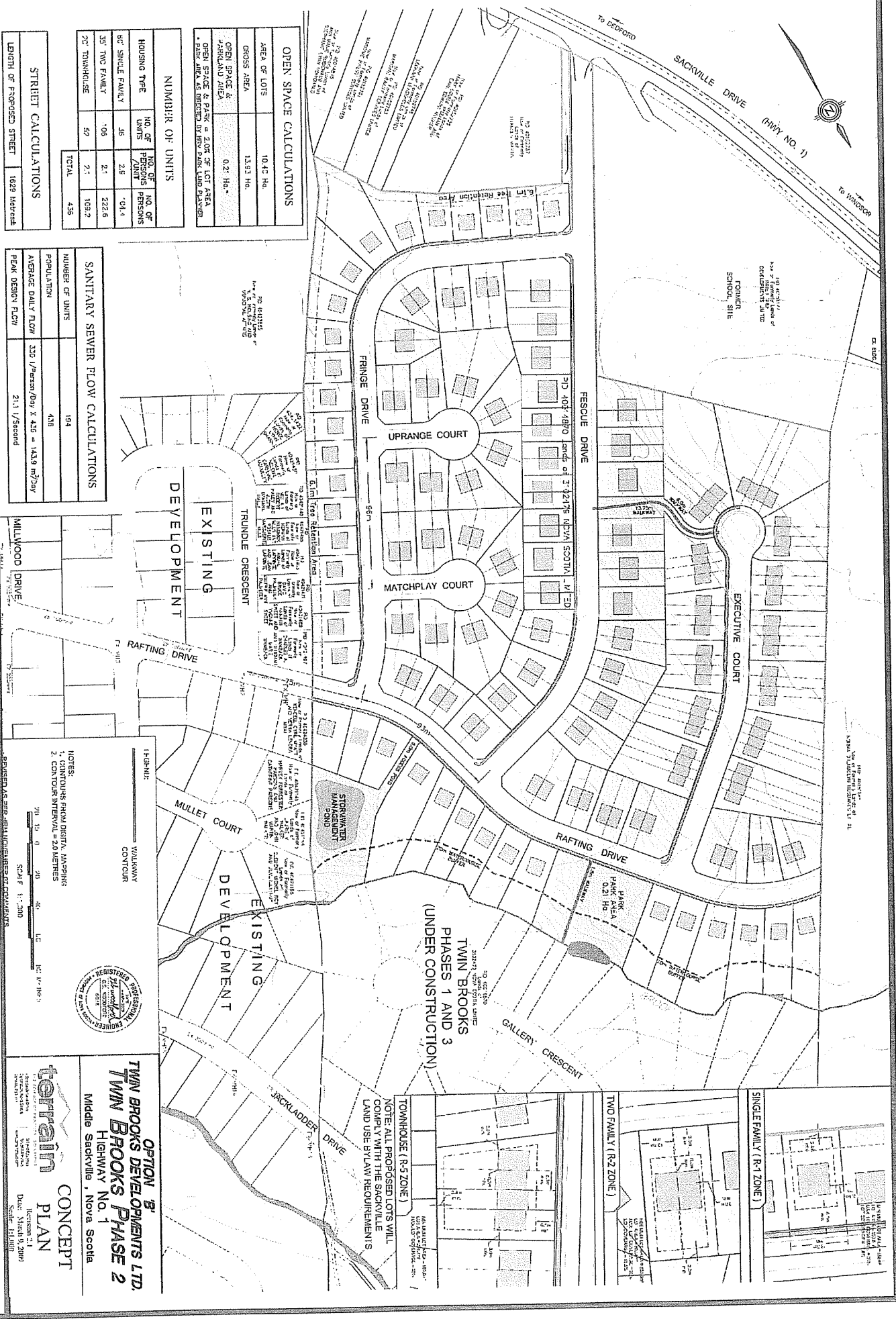
) Per: \_\_\_\_\_

MUNICIPAL CLERK

)

**Schedule B-1  
Concept Plan**

Mar. 11, 2009



**OPEN SPACE CALCULATIONS**

AREA OF LOTS	10.0 Ha
GROSS AREA	13.93 Ha
OPEN SPACE & PARKLAND AREA	0.21 Ha
OPEN SPACE & PARK = 2.0% OF LOT AREA	
PARK AREA AS DIRECTED BY TOWN PLANNING DEPARTMENT	

**NUMBER OF UNITS**

HOUSING TYPE	NO. OF UNITS	NO. OF PERSONS / UNIT	NO. OF PERSONS
1-2 UNITS	25	2.5	62.5
3-4 UNITS	100	2.1	210.0
5-6 UNITS	50	2.1	105.0
<b>TOTAL</b>	<b>175</b>		<b>377.5</b>

**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	2.1 x 143,9 = 302.2 m <sup>3</sup> /day

**NOTES:**  
 1. DISTANCES FROM DIGITAL MAPPING  
 2. CONTOUR INTERVAL = 2.0 METRES

SCALE: 1:1,200

PROVEN AS SEEN - FIELD VERIFICATION OF ACCURACY



**OPTION B1  
TWIN BROOKS DEVELOPMENTS LTD.  
TWIN BROOKS PHASE 2**  
 Highway No. 1  
 Middle Sackville, Nova Scotia

**CONCEPT PLAN**

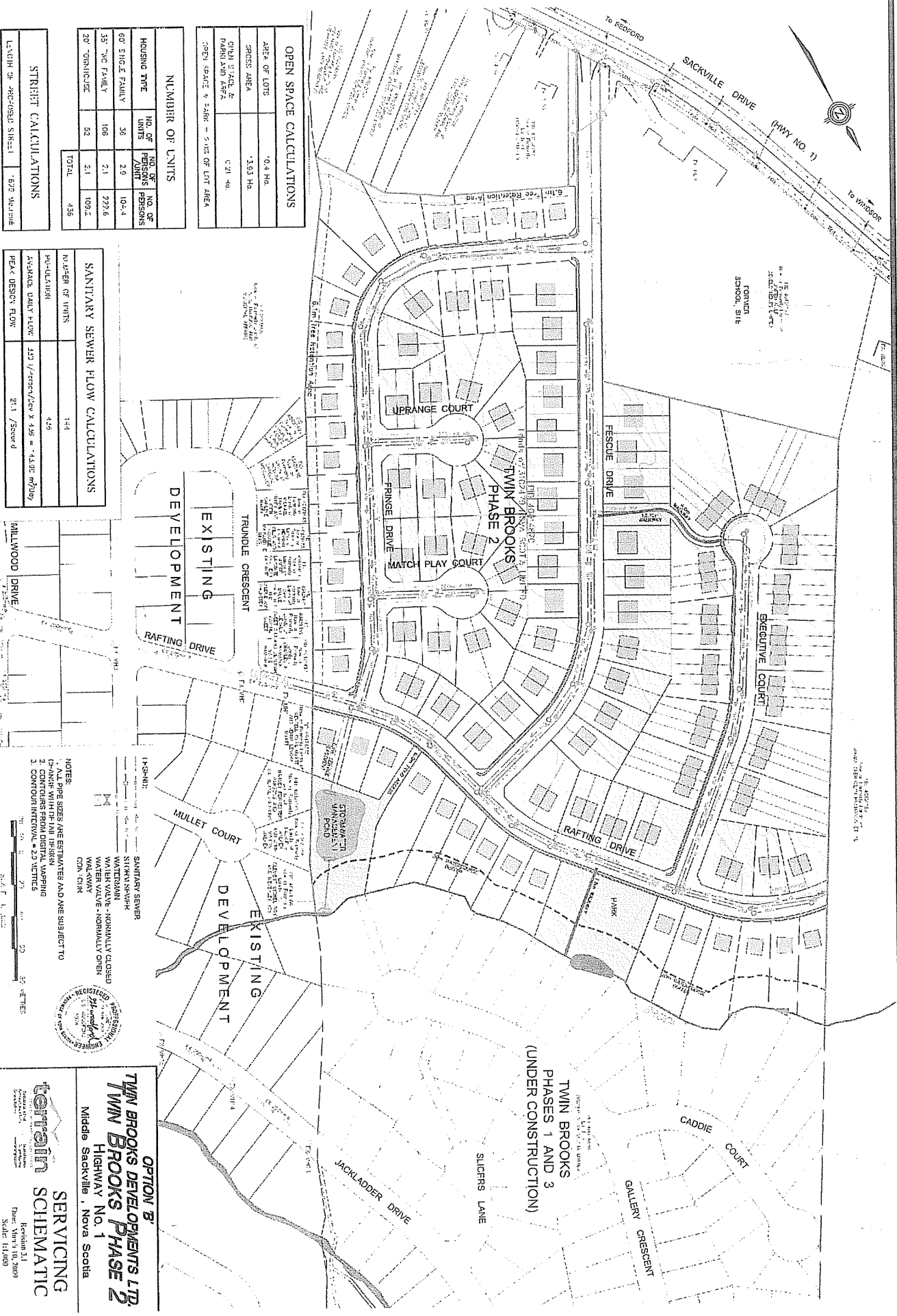
**terrain**  
 CONSULTANTS  
 1100 Highway No. 1  
 Middle Sackville, Nova Scotia  
 Date: March 9, 2009  
 Scale: 1:1,200

**HALIFAX REGIONAL AUTHORITY**  
 Planning Services

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

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OPEN SPACE CALCULATIONS			
AREA OF LOTS	9.4 Ha.		
GREEN SPACE	3.53 Ha.		
GREEN SPACE & OPEN SPACE AREA	0.21 Ha.		
OPEN SPACE % AREA	5.0% OF LOT AREA		

NUMBER OF UNITS			
HOUSING TYPE	NO. OF UNITS	NO. OF PERMITS	NO. OF PERSONS
60% SINGLE FAMILY	35	2.0	104.4
35% "MIXED" FAMILY	106	2.1	222.6
20% "COMMERCIAL"	52	2.1	109.2
<b>TOTAL</b>			<b>436</b>

SANITARY SEWER FLOW CALCULATIONS	
NUMBER OF UNITS	436
MAX. DAILY FLOW	436 l/s
PEAK DAILY FLOW	2.1 l/s

STREET CALCULATIONS	
LENGTH OF PROPOSED STREET	675 METERS

**NOTES:**

1. ALL PIPE SIZES ARE ESTIMATES AND ARE SUBJECT TO CHANGE WITH DESIGN DEVELOPMENT.
2. CONTOURS FROM DIGITAL MAPPING.
3. CONTOUR INTERVAL = 2.0 METERS.

**LEGEND:**

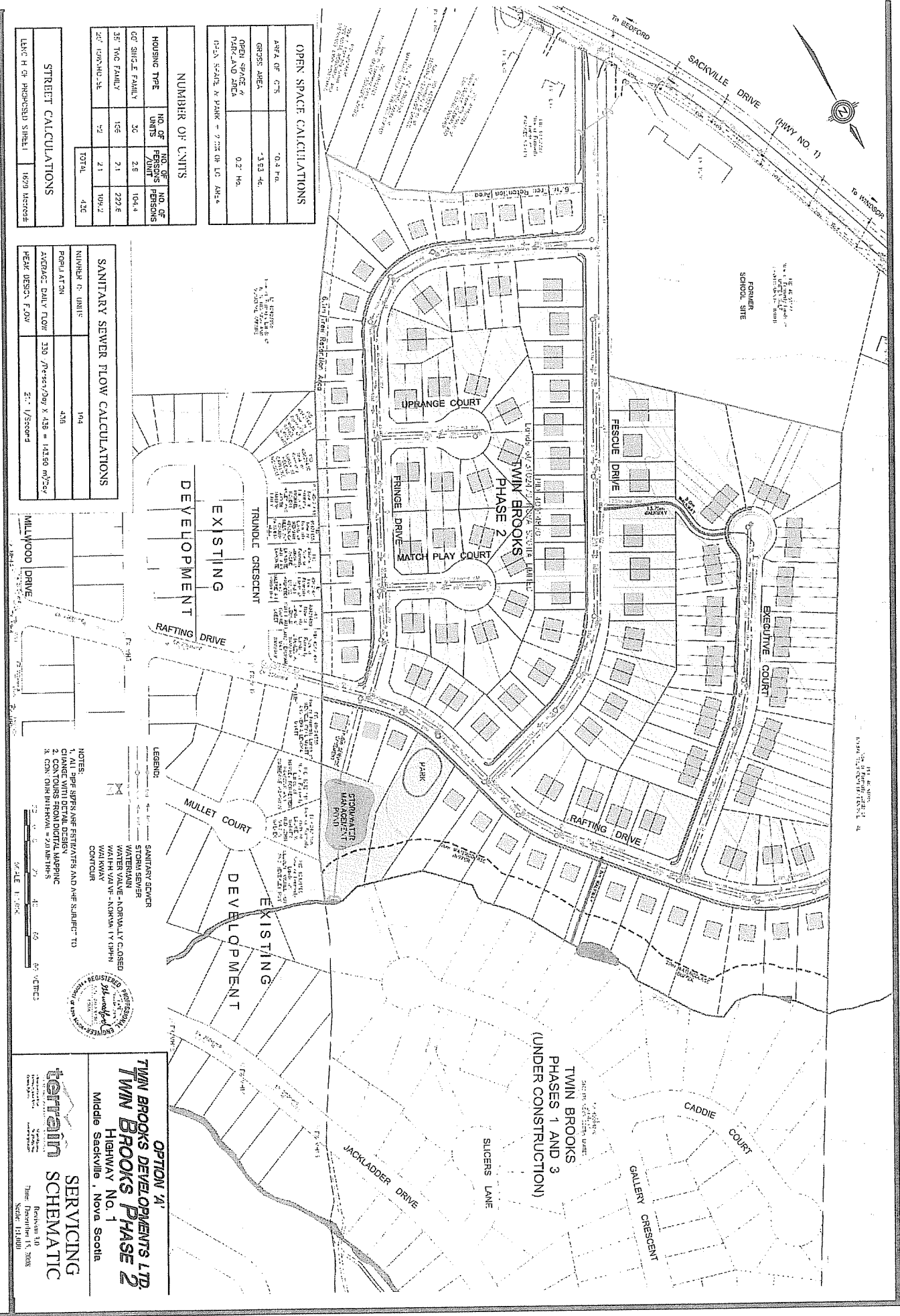
- 1" CHAIN
- SANITARY SEWER
- WATER MAIN
- WATER VALVE - NORMALLY CLOSED
- WATER VALVE - NORMALLY OPEN
- WALKWAY
- CON. CURB

**SCALE:** 1" = 1.000'

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

**SERVICING SCHEMATIC**  
 Revision 3.1  
 March 11, 2009  
 Scale: 1:1000

**TRAJAX**  
 Regional, Municipal  
 Planning Services



**OPEN SPACE CALCULATIONS**

AREA OF CRTS	70.4 ha.
GREEN AREA	3.53 ha.
OPEN SPACE IN PARK AND AREA	0.2 ha.
OPEN SPACE IN PARK = 7.2% OF LOT AREA	

**NUMBER OF UNITS**

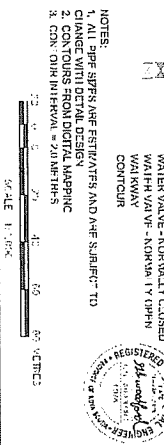
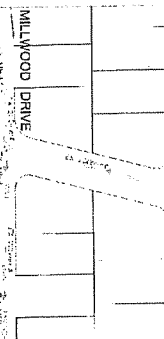
HOUSING TYPE	NO. OF UNITS	NO. OF PERSONS / UNIT	NO. OF PERSONS
30' SINGLE FAMILY	30	2.5	104.4
35' TNG. FAMILY	156	2.1	227.6
24' HIGH-RISE	25	2.1	109.2
<b>TOTAL</b>			<b>441.2</b>

**STREET CALCULATIONS**

LENGTH OF PROPOSED STREET	1629 METERS
---------------------------	-------------

**SANITARY SEWER FLOW CALCULATIONS**

NUMBER OF UNITS	441
POPULATION	1166
AVERAGE DAILY FLOW	330 l/person/day x 441 = 145,530 ml/day
PEAK DESIGN FLOW	2.5 x 1/35000



**NOTES:**  
 1. PIPE SIZES ARE ESTIMATES AND ARE SUBJECT TO CHANGE WITH DETAIL DESIGN.  
 2. CONTOURS FROM DIGITAL MAPPING.  
 3. CON. DIR. REMOVAL = 200 MTRHS.

**LEGEND:**  
 SANITARY SEWER  
 STORM SEWER  
 WATERMAIN  
 WATER VALVE - NORMALLY CLOSED  
 WATER VALVE - NORM. IN OPEN  
 WALL VALVE  
 CONTROL

**Schedule C-2**  
**Servicing Schematic (Alternate Parkland)**

Mar. 11, 2009

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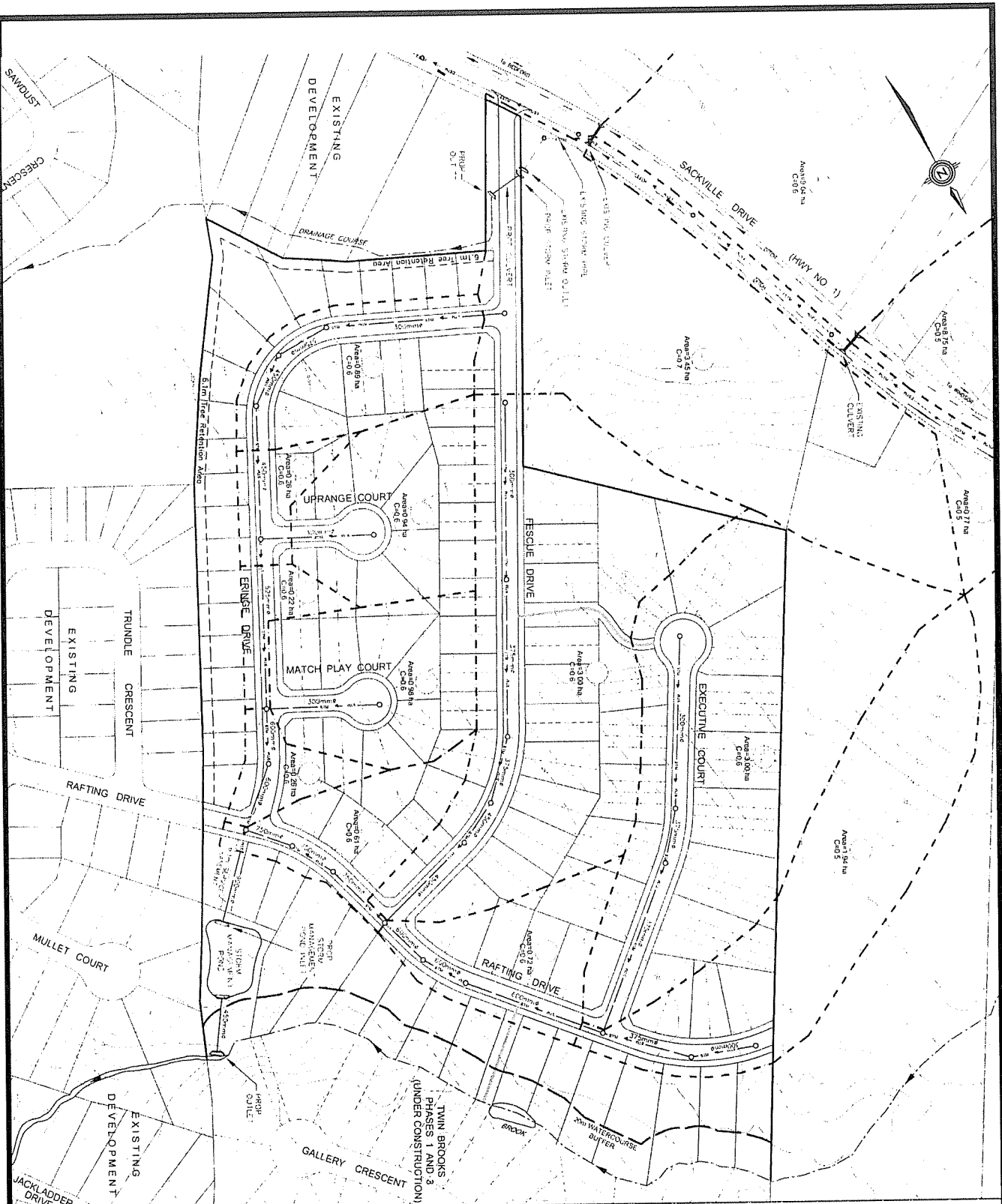


**OPTION 'A'**  
**TWIN BROOKS DEVELOPMENTS LTD.**  
**TWIN BROOKS PHASE 2**  
 HIGHWAY NO. 1  
 Middle Sackville, Nova Scotia

**SERVICING SCHEMATIC**  
 Revision 1.0  
 Date: December 15, 2008  
 Scale: 1:1000



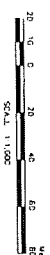




**LEGEND**

- STORM SEWER
- CONCRETE HEADWALL
- DRAINAGE AREA BOUNDARY
- DRAINAGE AREA IN HECTARES
- RAINFALL COEFFICIENT
- CONTOUR

NOTES  
 PIPE SIZES ARE ESTIMATES AND ARE SUBJECT TO CHANGE WITH DETAIL DESIGN  
 1. CONTOURS FROM DIGITAL MAPPING  
 2. CONTOUR INTERVAL = 2.0 METRES



NO.	DESCRIPTION	CHK'D	DATE
1	PREP. SITE PLAN		15 DEC 2006
2	DESIGN OF 15 RISE CONCRETE MAIN		14 FEB 2007
3	FINAL PLAN		14 MAR 2008



**terrain**  
 THE SCIENCE OF PRACTICAL SOLUTIONS

1487 GARDINER RD. #100  
 HALIFAX, NS B3H 2Y5  
 TEL: 902-422-1100  
 FAX: 902-422-1101  
 WWW.TERRAINENGINEERING.COM

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

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

OPTION 'A'  
 STORMWATER MANAGEMENT PLAN

REV.	DATE	DESCRIPTION
1	15 DEC 2006	PREP. SITE PLAN
2	14 FEB 2007	DESIGN OF 15 RISE CONCRETE MAIN
3	14 MAR 2008	FINAL PLAN

**Schedule D-2**  
**Stormwater Management Plan (Alternate Parkland)**

Mar 11, 2009

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

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