

Western Region Community Council
April 23, 2012

TO: Chair and Members of Western Region Community Council



SUBMITTED BY: _____
Brad Anguish, Director, Community and Recreation Services

DATE: April 3, 2012

SUBJECT: Case 16559: Open Space Design Development Agreement – Three
Brooks Subdivision, Granite Cove Drive, Hubley

ORIGIN

Application by Sunrose Land Use Consulting.

RECOMMENDATION

It is recommended that Western Region Community Council:

1. Give Notice of Motion to consider the development agreement contained in Attachment A to allow for a Classic Open Space Design development agreement off Granite Cove Drive, Hubley, and schedule a public hearing;
2. Approve the development agreement contained in Attachment A to allow for a Classic Open Space Design development agreement off Granite Cove Drive, Hubley; and
3. Require that the development agreement be signed by the property owner within 240 days, or any extension thereof granted by Council on request of the applicant, from the date of final approval of said agreement by Council and any other bodies as necessary, whichever is later, including applicable appeal periods; otherwise this approval shall be void and any obligations arising hereunder shall be at an end.

BACKGROUND

Three Brooks Subdivision

The Three Brooks subdivision began approximately 20 years ago within the community of Hubley. A Concept Plan of Subdivision for the subject property was approved in 2003 enabling the development of approximately 31 lots. As the concept plan was received by HRM prior to January 22, 2004, this concept plan is grandfathered under the provisions of the Regional Subdivision By-law and these lots can be created as-of-right. However, the developer has decided that they would like to enter into an open space design development agreement process as it provides a greater opportunity to retain the ecological features of the property.

Open Space Design Development

With the adoption of the Regional Plan and Regional Subdivision Bylaw in 2006, the as-of-right subdivision of land in most unserviced areas throughout HRM is limited to 8 lots unless the subdivision was approved prior to 2004. New subdivisions involving more than 8 lots are now only considered through the Development Agreement process.

An Open Space Design Development is a creative form of subdivision design that conserves open space in a contiguous form. The basic principal is to locate homes on portions of the property which are best suited for development while retaining the remainder of the property as undisturbed open space. It is important to note that open space is different from parkland.

The Classic form of Open Space Design Development involves the entire development being under a single ownership. The key objective of open space design developments is to minimize road development and focus development on areas that are most appropriate from an ecological and cultural stand point. Therefore, only 40% of the property can be developed and the remaining 60% must be retained as common open space. Dwellings are to be clustered together and services such as septic systems and driveways are to be shared.

Proposal

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

- 25 single unit dwellings to be developed in three phases;
- level II groundwater assessments to be conducted for each phase;
- access to residential units is through a shared common driveway;
- ownership of the development is proposed to be through a condominium corporation;
- septic systems will be shared between two or three dwellings; and
- 60% of the land retained for common open space to be used for conservation and passive recreation uses.

Location, Designation and Zoning

The proposed agreement involves two properties, Block TBD-2 and Parcel RR-2, as shown on Maps 1 and 2. Block TBD-2 is the main property. It is a 12.5 hectare peninsula located off Granite Cove Drive in Hubley and is bordered by Five Island Lake. The surrounding neighbourhood consists mainly of single unit dwellings. The property is located in Planning

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Districts 1 and 3 and zoned MRR-1 (Mixed Rural Residential) in the Land Use By-law and designated Mixed Use B in the Municipal Planning Strategy (MPS). The property is further designated Rural Commuter in the Regional MPS.

Parcel RR-2 is a road reserve that provides access to the subject property from Granite Cove Drive. The parcel is under the ownership of HRM, as of the date of this staff report. Before the proposed development agreement can come into effect, Parcel RR-2 must be sold to the applicant. This is discussed later on in the staff report.

MPS Policy

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

DISCUSSION

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

Hydrogeological Assessment / Phasing

An important component of the policy evaluation involved a hydrogeological study to assess the adequacy of groundwater to service the proposed development. Due to the total size of the properties, it can be difficult to complete an assessment of the entire property. Therefore, it is proposed that the development be completed through 3 phases.

A hydrogeological assessment has been completed for the northwestern portion of the development. The proposed development agreement outlines this area as phase 1. The proposed development agreement requires a supplementary hydrogeological assessment for each subsequent phase to determine that the quality and quantity of ground water is adequate before development approvals can be issued for the future phases.

Common Open Space

As discussed, the Classic Open Space Design Development Policy only allows the development of 40% of the property. The remaining 60% of the property is to be retained as common open space to be reserved for conservation and passive recreational uses. The majority of the proposed common open space is made up of wet areas and the riparian buffer surrounding Five Island Lake. No development will be permitted within the common open space except for limited trail development to provide passage from the individual home sites to the lake and common accessory buildings such as a gazebo.

Development Standards

The proposed development agreement specifies minimum building setbacks for all dwellings from the common shared driveway and other dwellings. Each dwelling will be permitted one accessory building of a maximum size of 55.74 square meters (600 square feet). Further to this, additional accessory buildings smaller than 9.29 square meters (100 square feet) are also permitted.

Halifax Watershed Advisory Board

The application was presented to the Halifax Watershed Advisory Board (HWAB) on January 9, 2011 and March 16, 2011. The Board has a number of recommendations that it wishes to have included within the development agreement (see the separate report from HWAB dated March 17, 2012 provided under separate cover). The majority of the recommendations concern the environmental impact of the new houses that may result from septic systems and other factors.

Of the HWAB recommendations, the proposed development agreement has regulations that address factors relating to sedimentation and erosion control and the location of septic systems. Other matters raised by the Board are beyond the legislative mandate of what may be regulated by a development agreement or beyond the context of the applicable MPS and Regional Plan policies. However, the developer has been made aware of the recommendations and they may be incorporated as part of the proposal on a voluntary basis.

Consolidation of Block TBD-2 and Parcel RR-2

The subject lands are currently made up of two properties, Parcel RR-2 and Block TBD-2. Before any development can proceed for this project the properties must be consolidated. Provisions have been included in the proposed development agreement to ensure the properties are consolidated before permits are issued for the development.

Conveyance of Property

At the date of this staff report, Parcel RR-2 is under the ownership of HRM. HRM Real Estate is currently undergoing negotiations to sell Parcel RR-2 to the developer. If Council chooses to approve the proposed agreement, it could not be signed nor registered until HRM conveys the lands to the applicant. Further, if the property sale is terminated, this agreement would become null and void.

If Council approves the proposed development agreement, Staff recommends the Developer be given 240 days to sign the agreement, instead of 120 days, as is standard practice. The additional time will allow for outstanding aspects of the conveyance to be addressed before the agreement must be signed.

Common Ownership / Shared Services

Beyond the consolidation of Block TBD-2 and Parcel RR-2, the proposed development will not involve any subdivision. It is proposed that ownership of this development will be through a condominium corporation. Like a condominium which is more traditionally applied to a multiple unit building, individuals will own their individual units and will be responsible for their upkeep. The condo corporation will be responsible for the maintenance all other aspects of

the development, including the shared driveway, common open space, common accessory buildings and septic systems.

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

Conclusion

The proposed application for a Classic Open Space development limits the disturbance to the overall property through clustering houses and sharing septic systems. The design of the driveway and placement of the houses will avoid the ecological features on the property which include three wetlands and the riparian buffer along Five Island Lake. Staff has received analysis indicating there is sufficient groundwater to service the first 10 dwellings of the proposal. The proposed development agreement requires further hydrogeological analysis for future development phases.

Staff is of the opinion that the proposed development is consistent with Policies S-15 and S-16 of the Regional Plan. Therefore, staff recommends approval of the proposed agreement as contained in Attachment A of this report.

BUDGET IMPLICATIONS

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

FINANCIAL MANAGEMENT POLICIES / BUSINESS PLAN

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

COMMUNITY ENGAGEMENT

The community engagement process is consistent with the intent of the HRM Community Engagement Strategy. The level of community engagement was consultation, achieved through a Public Information Meeting held on February 3, 2011. A public hearing has to be held by Council before they can consider approval of any amendments.

For the Public Information Meeting, notices were posted on the HRM website, in the newspaper and mailed to property owners within the notification area as shown on Map 1. Attachment C contains a copy of the minutes from the meeting. Should Council decide to proceed with a

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Public Hearing on this application, in addition to the published newspaper advertisements, property owners within the notification area will be notified as shown on Map 1.

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

ALTERNATIVES

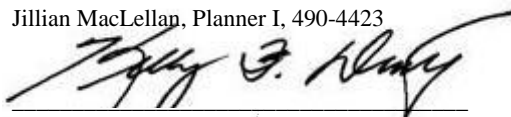
1. Council may choose to approve the proposed development agreement contained in Attachment A of this report. This is the recommended alternative.
2. Council may refer the case back to staff with specific changes to modify the development agreement. Such modifications may require further negotiations with the Developer and may require a supplementary staff report or an additional public hearing.
3. Council may refuse the proposed development agreement, and in doing so, must provide reasons based on a conflict with the MPS policies.

ATTACHMENTS

Map 1	Location and Zoning
Map 2	Generalized Future Land Use
Attachment A	Proposed Development Agreement
Attachment B	Policy Review – Excerpt from the Regional MPS
Attachment C	Minutes from the February 3, 2011 Public Information Meeting
Attachment D	Additional Correspondence Received from the Public

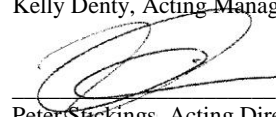
A copy of this report can be obtained online at <http://www.halifax.ca/commcoun/cc.html> then choose the appropriate Community Council and meeting date, or by contacting the Office of the Municipal Clerk at 490-4210, or Fax 490-4208.

Report Prepared by: Jillian MacLellan, Planner I, 490-4423

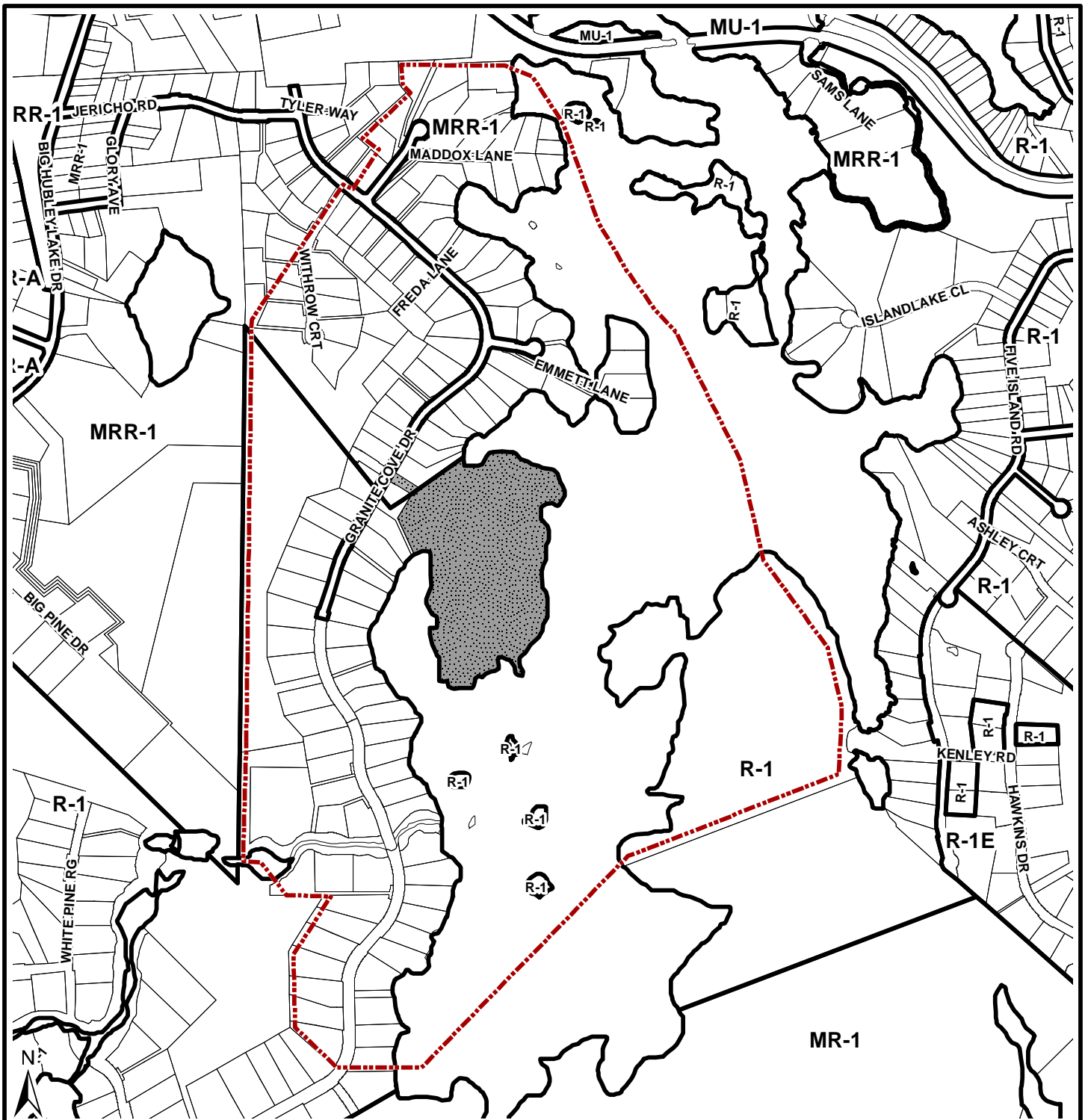


Report Approved by: Kelly Denty, Acting Manager of Development Approvals, 490-4800

Report Approved by:





Peter Suckings, Acting Director, Planning & Infrastructure 490-7129



Map 1 - Location and Zoning

off Granite Cove Drive
Hubley

-  Subject Properties
-  Area of notification

Planning Districts 1 & 3
(St. Margarets Bay) Plan Area

Zone

- R-1 Single Unit Dwelling
- R-1E Residential Estate
- MRR-1 Mixed Rural Residential
- MU-1 Mixed Use 1
- MR-1 Mixed Resource 1

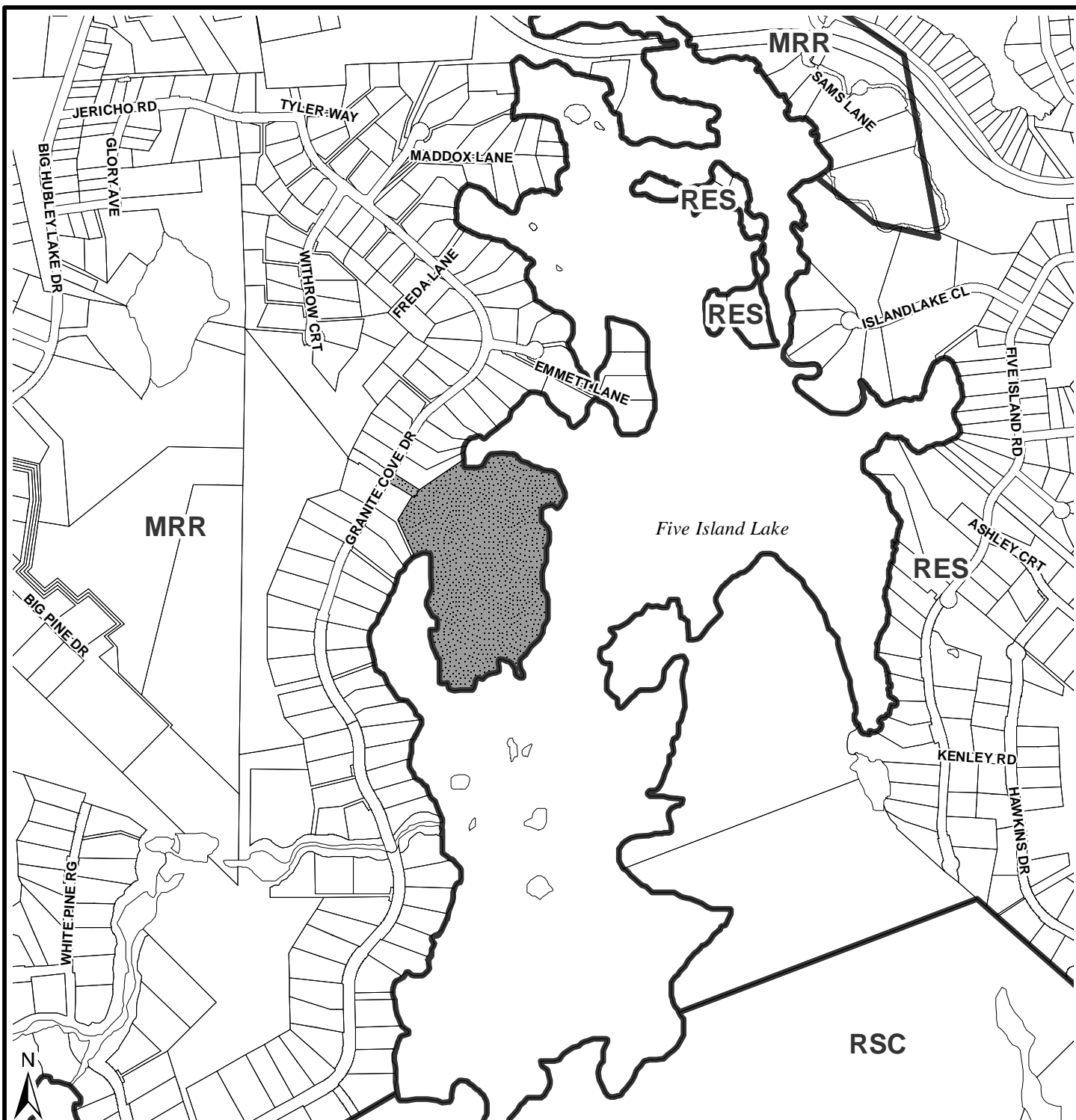
HALIFAX

REGIONAL MUNICIPALITY
COMMUNITY & RECREATION SERVICES
PLANNING SERVICES



This map is an unofficial reproduction of a portion of the Zoning Map for Planning Districts 1 & 3 Plan Area.

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



Map 2 - Generalized Future Land Use

off Granite Cove Drive
Hubley


 Subject Properties

Designation

RES Residential
MRR Mixed Rural Residential
RSC Resource

Planning Districts 1 & 3
(St. Margarets Bay) Plan Area

HALIFAX
REGIONAL MUNICIPALITY
COMMUNITY & RECREATION SERVICES
PLANNING SERVICES

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This map is an unofficial reproduction of a portion of the Generalized Future Land Use Map for Planning Districts 1 & 3 Plan Area.
HRM does not guarantee the accuracy of any representation on this plan.

Attachment A:
Proposed Development Agreement

THIS AGREEMENT made this _____ day of _____, 20____,

BETWEEN:

<INSERT DEVELOPER NAME>,

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

OF THE FIRST PART

and

HALIFAX REGIONAL MUNICIPALITY,

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

OF THE SECOND PART

WHEREAS the Developer is the registered owner of certain lands located near Granite Cove Drive, Hubley, known as Block TBD-2 and Parcel RR-2, and which said lands are more particularly described in Schedule A hereto (hereinafter called the “Lands”);

AND WHEREAS the Developer has requested that the Municipality enter into a Development Agreement to allow for a Classic Open Space Design Development of up to twenty-five (25) single unit dwellings in three (3) phases on the Lands pursuant to the provisions of the *Halifax Regional Municipality Charter* and pursuant to Policy S-16 of the Regional Municipal Planning Strategy;

AND WHEREAS the Western Region Community Council for the Municipality approved this request at a meeting held on <INSERT DATE>, referenced as Municipal Case Number 16559;

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

PART 1: GENERAL REQUIREMENTS AND ADMINISTRATION

1.1 Applicability of Agreement

The Developer agrees that the Lands shall be developed and used only in accordance with and subject to the terms and conditions of this Agreement.

1.2 Applicability of Land Use By-law and Subdivision By-law

Except as otherwise provided for herein, the development, use and subdivision of the Lands shall comply with the requirements of the Land Use By-law for Planning Districts 1 & 3 and the Regional Subdivision By-law, as may be amended from time to time.

1.3 Applicability of Other By-laws, Statutes and Regulations

1.3.1 Further to Section 1.2 of this Agreement, nothing in this Agreement shall exempt or be taken to exempt the Developer, future property owner or any other person from complying with the requirements of any by-law of the Municipality applicable to the Lands (other than the Land Use By-law and Subdivision By-law to the extent varied by this Agreement), or any statute or regulation of the Provincial or Federal Government, and the Developer or future property owner agrees to observe and comply with all such laws, by-laws and regulations, as may be amended from time to time, in connection with the development and use of the Lands.

1.3.2 The Developer shall be responsible for securing all applicable approvals associated with the on-site and off-site servicing systems required to accommodate the development, including but not limited to sanitary sewer system, water supply system, stormwater sewer and drainage system, and utilities. Such approvals shall be obtained in accordance with all applicable by-laws, standards, policies, and regulations of the Municipality and other approval agencies. All costs associated with the supply and installation of all servicing systems and utilities shall be the responsibility of the Developer. All design drawings and information shall be certified by a Professional Engineer or appropriate professional as required by this Agreement or other approval agencies.

1.4 Conflict

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

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

1.5 Costs, Expenses, Liabilities and Obligations

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

1.6 Provisions Severable

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

PART 2: DEFINITIONS

2.1 Words Not Defined under this Agreement

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

2.2 Definitions Specific to this Agreement

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

- (a) “Certified Arborist” means a professional, full member in good standing with the International Society of Arboriculture;
- (b) “Classic Open Space Design Development” means a residential development enabled under Policy S-16 of the Regional Municipal Planning Strategy which has a maximum development density of 1 dwelling unit per 4000 m² and where at least 60% of the Lands is retained as Common Open Space;
- (c) “Common Open Space” means the portion of the Lands not designated as Developable Area, that shall be retained for Common Use;
- (d) “Common Shared Private Driveway” means a shared private driveway in the Developable Area which provides access from a Municipal or Provincial public street to the Developable Area and individual Home Sites;
- (e) “Developable Area” means the portion of the Lands where all development and site disturbance shall be located, including but not limited to the Common Shared Private Driveway, Home Site Driveways, Home Sites, buildings, lawns and grading alterations, wells and on-site septic systems;
- (f) “Footprint” means the area of a building, including land over which the building projects, but excluding any area below the eaves of a roof, and excluding any portion not covered by a roof, such as unsheltered steps, verandas or decks;

- (g) “Forester” means a professional, full member in good standing with the Registered Professional Foresters Association of Nova Scotia;
- (h) “Home Site” means a specific area designated for an individual single unit dwelling;
- (i) “Home Site Driveway” means a driveway providing access to a Home Site from the Common Shared Private Driveway; and
- (j) “Landscape Architect” means a professional, full member in good standing with the Canadian Society of Landscape Architects.

PART 3: USE OF LANDS, SUBDIVISION AND DEVELOPMENT PROVISIONS

3.1 Schedules

The Developer shall develop the Lands in a manner, which, in the opinion of the Development Officer, conforms with the following Schedules attached to this Agreement and filed in the Halifax Regional Municipality as Case Number 16559:

Schedule A	Legal Description of the Lands
Schedule B	Developable Area
Schedule C	Phasing
Schedule D	Landscaping Plan (1)
Schedule E	Landscaping Plan (2)

3.2 General Description of Land Use

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

- (a) A maximum of twenty-five (25) single unit dwellings, subject to the requirements of this Agreement;
- (b) Accessory buildings and structures as provided herein; and
- (c) Business uses in conjunction with permitted single unit dwellings, subject to the requirements of Section 6.3 of the Land Use By-law for Planning Districts 1 & 3, as amended from time to time, specifically excluding both day care facilities and bed and breakfasts.

3.2.2 A minimum of 60% of the Lands shall be retained as Common Open Space. The Common Open Space cannot be used for any purpose other than for passive recreation or conservation related uses.

3.2.3 Notwithstanding Subsection 3.2.2, of this Agreement, walkways and trails not exceeding 3 meters in width to provide passage for each individual Home Site to Five Island Lake may be permitted in the Common Open Space.

3.3 Phasing

3.3.1 Development of the Lands shall be completed in three Phases, as shown on Schedule C:

- (a) Phase 1 shall consist of up to ten (10) single unit dwellings;
- (b) Phase 2 shall consist of up to eight (8) single unit dwellings; and
- (c) Phase 3 shall consist of up to seven (7) single unit dwellings.

3.3.2 Permits or site work for any phase shall not be granted until development of the previous phase has been completed.

3.3.3 Development for each phase will be considered complete once the occupancy permit for the last single unit dwelling of the phase is issued.

3.4 Subdivision of the Lands

3.4.1 Prior to the issuance of the first Construction Permit, a subdivision to consolidate Block TBD-2 and Parcel RR-2, as labelled on the attached Schedules, shall be approved, in accordance with the Regional Subdivision By-law. No further subdivision or consolidation shall be permitted on the Lands.

3.4.2 Further to the requirements of the Regional Subdivision By-law, the subdivision application for the consolidation of Block TBD-2 and Parcel RR-2, as required in Section 3.4.1 of the Agreement, shall include sufficient copies of the following:

- (a) A detailed design of the Common Shared Private Driveway in Phase 1 in accordance with Section 3.9 of this Agreement and with the standards of the National Building Code;
- (b) A Landscaping Plan for a portion of the Lands in Phase 1 in accordance with Section 3.10 of this Agreement;
- (c) A detailed Site Disturbance Plan for Phase 1 in accordance with Section 5.1.1(a) of this Agreement;
- (d) A detailed Erosion and Sedimentation Control Plan for Phase 1 in accordance with Section 5.1.1(b) of this Agreement; and
- (e) A detailed Site Grading and Stormwater Management Plan for Phase 1 in accordance with Section 5.1.1(c) of this Agreement.

3.4.3 Provided the requirements of this Agreement have been fulfilled, the Municipality shall consent to the registration of a condominium on the Lands through the *Condominium Act*, if requested by the Developer.

3.5 Requirements Prior to Approval for Phase 1

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

- (a) Receive approval from the Municipality for a subdivision in accordance with Section 3.4 of this Agreement;
- (b) Obtain the necessary permits for all required servicing work, including but not limited to a Streets and Services permit.

3.5.2 Prior to the issuance of the first Construction Permit for a single unit dwelling in Phase 1, the Developer shall”

- (a) Request and participate in a pre-construction meeting, upon positive recommendation of the detailed design of the Common Shared Private Driveway, as required in Section 3.4.2(a) of this Agreement, and the submission of a construction time schedule to the Development Officer; and
- (b) Construct the necessary services for the Lands, including but not limited to the Common Shared Private Driveway.

3.5.3 For all single unit dwellings, prior to the issuance of a Construction Permit or any site preparation (e.g. tree removal, excavation activity, etc.), the boundary of the adjacent Common Open Space within 30 meters of the proposed structure, shall be delineated with snow fence, or another appropriate method as approved by the Development Officer. The Developer shall provide written confirmation to the satisfaction of the Development Officer that the Common Open Space has been appropriately marked. Such demarcations shall be maintained by the Developer or future property owner for the duration of the construction and may be removed only upon the issuance of an Occupancy Permit for the dwelling.

3.5.4 Prior to the issuance of the first Occupancy Permit the Developer shall provide the necessary inspections and acceptance of work completed, including but not limited to:

- (a) Certification of the construction of the Common Shared Private Driveway for Phase 1 and compliance with the detailed design of the as required in Section 3.4.2(a);
- (b) Inspection and acceptance of the Common Shared Private Driveway in Phase 1 as required by Fire Services, and a registered agreement with the HRM Traffic Authority;
- (c) A letter from a Landscape Architect certifying that the required landscaping has been completed, in accordance with Section 3.10 of this Agreement;
- (c) Certification from a Professional Engineer indicating that the Developer has complied with the Erosion and Sedimentation Control Plan required pursuant to Section 5.1.1(b) of this Agreement; and

- (d) Certification from a Professional Engineer indicating that the Developer has complied with the Site Grading and Stormwater Management Plan required pursuant to Section 5.1.1(c) of this Agreement.

3.5.5 Notwithstanding any other provision of the Agreement, the Developer shall not occupy a dwelling or use the Lands for any uses permitted by this Agreement unless an Occupancy Permit has been issued by the Municipality. No Occupancy Permit shall be issued by the Municipality unless and until the Developer has complied with all applicable provisions of this Agreement, the Land Use By-law and the Subdivision By-law (except to the extent that the provisions of the Land Use By-law and Subdivision By-law are varied by this Agreement) and with the terms and conditions of all permits, licenses, and approvals required to be obtained by the Developer pursuant to this Agreement.

3.6 Requirements Prior to Approval for Phases 2 and 3

3.6.1 Prior to any site clearing, tree removal or construction on the Lands associated with Phase 2 or 3, the Developer shall:

- (a) Provide a supplementary hydrogeological analysis that determines water quality and quantity levels. Such testing and analysis shall meet the HRM Guidelines for Groundwater Assessment and Reporting, 2006, as amended from time to time. If analysis identifies insufficient quantity or quality in the local aquifer for the remaining unapproved dwellings, the number of permitted dwellings shall be reduced to a point where there is adequate groundwater to supply them.
- (b) Submit detailed design information for the Phase to the Development Officer, including:
 - (i) A detailed design of the Common Shared Private Driveway in accordance with Section 3.9 of this Agreement and with the standards of the National Building Code;
 - (ii) Detailed Site Disturbance Plan in accordance with Section 5.1.1(a) of this Agreement;
 - (iii) Detailed Erosion and Sedimentation Control Plan in accordance with Section 5.1.(b) of this Agreement; and
 - (iv) Detailed Site Grading and Stormwater Management Plan in accordance with Section 5.1.1(c) of this Agreement.; and,
- (c) Obtain the necessary permits for all required servicing work for the Phase.

3.6.2 Prior to the issuance of the first Construction Permit for a single unit dwelling for each phase, the Developer shall:

- (a) Request and participate in a pre-construction meeting, upon positive recommendation the detailed design of the Common Shared Private Driveway, as required in Section 3.6.1(b)(i) of this Agreement, and the submission of a construction time schedule to the Development Officer; and
- (b) The Developer shall construct the necessary services for the Phase, including but not limited to the Common Shared Private Driveway.

3.6.3 For all single unit dwellings, prior to the issuance of a Construction Permit or any site preparation (e.g. tree removal, excavation activity, etc.), the boundary of the adjacent Common Open Space within 30 meters of the proposed structure, shall be delineated with snow fence, or another appropriate method as approved by the Development Officer. The Developer or the future property owner, as the case may be, shall provide written confirmation to the satisfaction of the Development Officer that the Common Open Space has been appropriately marked. Such demarcations shall be maintained by the Developer or future property owner for the duration of the construction and may be removed only upon the issuance of an Occupancy Permit for the dwelling.

3.6.4 Prior to the issuance of the first Occupancy Permit the Developer shall provide the necessary inspections and acceptance of work completed, including but not limited to:

- (a) A Certificate of Construction Compliance for the Common Shared Private Driveway in the Phase, in accordance with Section 3.6.1(b)(i) of this Agreement;
- (b) Inspection and acceptance of the Common Shared Private Driveway in the Phase as required by Fire Services, and a registered agreement with the Traffic Authority for Designated Fire Lanes, if required;
- (c) Certification from a Professional Engineer indicating that the Developer has complied with the Erosion and Sedimentation Control Plan required pursuant to Section 5.1.1(b) of this Agreement; and
- (d) Certification from a Professional Engineer indicating that the Developer has complied with the Site Grading and Stormwater Management Plan required pursuant to Section 5.1.1(c) of this Agreement.

3.7 Applications for Construction Permit for All Phases

3.7.1 In addition to the requirements of the Municipality an application for a Construction Permit shall also include the following:

- (a) A site plan of the whole property prepared and endorsed by a qualified licenced professional, that illustrates the following:
 - (i) Building Footprint;
 - (ii) Proposed location of the Common Open Space delineation pursuant to Sections 3.5.3 and 3.6.3 of this Agreement;

- (iii) Common Shared Private Driveway; and
 - (iv) All other structures that have received approval for construction.
- (b) A detailed site plan focusing on the specific development illustrating:
- (i) the proposed location of the structure, including setbacks from adjacent property lines, the Common Shared Private Driveway, all surrounding structures and Common Open Space;
 - (ii) the proposed location of the Common Open Space delineation pursuant to Sections 3.5.3 and 3.6.3 of this Agreement;
 - (iii) the proposed location and size of the well and septic system;
 - (iv) the proposed location and size of the lawn area;
 - (v) the proposed location and size of all paved areas;
 - (vi) any watercourse and riparian buffers; and
 - (vii) grade alteration.

3.8 Single Unit Dwellings and Accessory Buildings and Structures for All Phases

- 3.8.1 Notwithstanding Section 4.4 of the Land Use By-law for Planning Districts 1 & 3, more than one dwelling is permitted on the Lands in accordance with this Agreement.
- 3.8.2 Notwithstanding Section 4.22 of the Land Use By-law for Planning Districts 1 & 3, uncovered patios, stairways, sundecks, walkways or steps, window bays and solar collectors, and exterior enclosed staircases, balconies, porches, and verandas shall not encroach into a required setback pursuant to Section 3.8.4 of this Agreement.
- 3.8.3 Nothing in this Agreement shall exempt the Lands from the requirements of Section 4.19 of the Land Use By-law for Planning Districts 1 & 3 concerning watercourse setbacks and buffers as amended from time to time.

Single Unit Dwellings

- 3.8.4 Single unit dwellings shall be located in approximately the same locations in the Developable Area as illustrated on the attached Schedules and subject to the following requirements:
- (a) No portion of a dwelling shall be located less than 6.1 meters (20 feet) from the Common Shared Private Driveway;
 - (b) No portion of a dwelling shall be located less than 3.05 meters (10 feet) from the boundary of the Lands or the Common Open Space;
 - (c) No portion of a dwelling shall be located less than 6.1 meters (20 feet) from any other dwelling on the Lands;
 - (d) The maximum Footprint of a dwelling shall not exceed 185.81 square meters (2000 square feet), excluding any area used for an attached garage, which shall not exceed 55.74 square meters (600 square feet); and

(e) The maximum height of a dwelling shall not exceed 10.67 meters (35 feet).

Accessory Buildings and Structures

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

- (a) No portion of the building or structure shall be located less than 6.1 meters (20 feet) from the Common Shared Private Driveway;
- (b) No portion of the building or structure shall be located less than 3.05 meters (10 feet) from the boundary of the Lands or the Common Open Space;
- (c) No portion of the building or structure shall be located less than 2.44 meters (8 feet) from the dwelling with which the accessory building or structure is associated;
- (d) No portion of the building or structure shall be located less than 6.1 meters (20 feet) from any other dwelling, besides the associated buildings or structures, on the Lands;
- (e) The maximum Footprint of the building or structure shall not exceed 55.74 square meters (600 square feet); and
- (f) The maximum height of the building or structure shall not exceed 6.1 meters (20 feet).

3.8.6 Additional accessory buildings or structures for common use are permitted, subject to the following requirements:

- (a) The Footprint shall not exceed 55.74 square meters (600 square feet);
- (b) No portion of the building or structure shall be located less than 6.1 meters (20 feet) from the Common Shared Private Driveway;
- (c) No portion of the building or structure shall be located less than 3.05 meters (10 feet) from the boundary of the Lands;
- (d) No portion of the building or structure shall be located less than 12.19 meters (40 feet) from any dwelling on the Lands;
- (e) The maximum height of the building or structure shall not exceed 6.1 meters (20 feet); and
- (f) The building or structure shall not be serviced with groundwater, unless a supplementary hydrogeological analysis supports such development. Such testing and analysis shall meet the HRM Guidelines for Groundwater Assessment and Reporting, 2006, as amended from time to time. If analysis identifies insufficient quantity and quality, groundwater service to the building or structure shall not be permitted.

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3.8.7 Notwithstanding Sections 3.8.5 and 3.8.6 of this Agreement, additional accessory buildings or structures with a Footprint less than 9.29 square meters (100 square feet) are permitted, subject to the following requirements:

- (a) No portion of the building or structure shall be located less than 6.1 meters (20 feet) from the Common Shared Private Driveway;
- (b) No portion of the building or structure shall be located less than 3.05 meters (10 feet) from the boundary of the Lands;
- (c) No portion of the building or structure shall be located less than 2.44 meters (8 feet) from the dwelling with which the accessory building or structure is associated;
- (d) No portion of the building or structure shall be located less than 6.1 meters (20 feet) from any other dwelling on the Lands;
- (e) The maximum height of the building or structure shall not exceed 3.05 meters (10 feet); and
- (f) The building or structure shall not be serviced with groundwater, unless a supplementary hydrogeological analysis supports such development. Such testing and analysis shall meet the HRM Guidelines for Groundwater Assessment and Reporting, 2006, as amended from time to time. If analysis identifies insufficient quantity and quality, groundwater service to the building or structure shall not be permitted.
- (g) Buildings or structures that are not intended for common use shall be located within the Developable Area.

3.8.8 No Accessory building shall be used for human habitation.

3.9 Access and Parking Requirements

3.9.1 Access to the Home Sites shall be via a Common Shared Private Driveway, as shown on the attached Schedules. Driveway names are subject to change, as per the requirements of the Civic Addressing By-law.

3.9.2 The Developer is responsible for the placement and maintenance of driveway name signage in accordance with Civic Addressing By-law (By-law C-300).

3.9.3 The Common Shared Private Driveway shall comply with the requirements of the National Building Code for required access routes for fire department use.

3.9.4 A turnaround for fire department use shall be provided for each Phase and may be removed after the completion of the Common Shared Private Driveway or the subsequent phase.

3.9.5 Each single unit dwelling shall include at least one parking space at least 2.74 meters (9 feet) wide and 6.1 meters (20 feet) long.

3.9.6 Each single unit dwelling shall include a Home Site Driveway with a maximum width of 6.1 meters (20 feet).

3.9.7 Up to two single unit dwellings may share a Home Site Driveway.

3.10 Landscaping

3.10.1 In accordance with Section 3.4.2 of this Agreement, the Developer agrees to provide a Landscaping Plan prepared by a Landscape Architect, in accordance with Schedule D of this Agreement.

3.10.2 Planting details for each type of plant material proposed on the Landscaping Plan shall be provided, including species list with quantities, size of material, and common and botanical names (species and variety).

3.10.3 The minimum acceptable sizes for new plant material shall be as follows:

(a) High branching deciduous trees at grade: 60 mm (2.36 inches) caliper;

(b) Coniferous trees: 1.5 metres (4.92 feet) in height; and

(c) Shrubs: 0.6 metres (1.97 feet) in height or spread.

3.10.4 All plant material shall conform to the *Canadian Nursery Trades Association Metric Guide Specifications and Standards*, as amended from time to time, and sodded areas to the *Canadian Nursery Sod Growers' Specifications*, as amended from time to time.

3.10.5 All disturbed areas shall be reinstated to original condition or better as per the direction of the Development Officer.

3.10.6 No development, tree removal or grade alteration shall be permitted within the Common Open Space except where approved in writing by the Development Officer to remove fallen timber and dead debris where a fire or safety risk is present, or to remove a tree that is dead, dying or in decline and which represents a danger to private property, public infrastructure or other natural trees and vegetation. Prior to granting approval for such removal, the Development Officer may require that the Developer engage a Certified Arborist, Forester or Landscape Architect to certify in writing that the timber or debris poses a fire or safety risk, that the tree poses a danger to people or property, or that it is in severe decline.

3.10.7 If trees are removed or tree habitat is damaged beyond repair in the Common Open Space, the Developer shall replace each tree removed or damaged with a new tree of minimum size as outlined in Section 3.10.3 of this Agreement, as directed by the Development Officer, in consultation with the appropriate HRM Business Units. This

section applies to trees removed without permission, as well as trees removed with permission as outlined in Section 3.10.6 of this Agreement.

3.10.8 Prior to issuance of any Occupancy Permit the Developer shall submit to the Development Officer a letter prepared by a member in good standing of the Canadian Society of Landscape Architects certifying that all landscaping has been completed according to the terms of this Development Agreement.

3.10.9 Notwithstanding Section 3.10.8 of this Agreement, the Occupancy Permit may be issued provided that the weather and time of year does not allow the completion of the outstanding landscape works and that the Developer supplies a security deposit in the amount of 110 percent of the estimated cost to complete the landscaping. The cost estimate is to be prepared by a member in good standing of the Canadian Society of Landscape Architects. The security shall be in favour of the Municipality and shall be in the form of a certified cheque or automatically renewing, irrevocable letter of credit issued by a chartered bank. The security shall be returned to the Developer only upon completion of the work as described herein and illustrated on the Schedules, and as approved by the Development Officer. Should the Developer not complete the landscaping within twelve months of issuance of the Occupancy Permit, the Municipality may use the deposit to complete the landscaping as set out in this section of the Agreement. The Developer shall be responsible for all costs in this regard exceeding the deposit. The security deposit or unused portion of the security deposit shall be returned to the Developer upon completion of the work and its certification.

3.11 Signs

3.11.1 Signs shall be limited to those permitted under Section 6.3(e) of the R-1 Zone of the Land Use By-law for Planning Districts 1 & 3.

3.11.2 One (1) ground sign for civic addressing and community name shall be permitted, in conformance with the following requirements:

- (a) The sign shall be permitted at the entrance to the Lands from Granite Cove Drive. The specific location of such a sign is subject to approval by the Development Officer and Development Engineer;
- (b) The maximum height of the sign shall not exceed 1.83 meters (6 feet) inclusive of support structures;
- (c) The face area of the sign shall not exceed 2.23 square meters (24 square feet);
- (d) The face area of the sign shall be constructed of natural materials such as wood or stone;
- (e) The supports of the sign shall be constructed of wood, stone or metal;
- (f) Illumination of the sign shall include only down-pointing, full cut-off fixtures; and

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

3.11.3 Signage for the driveway signs shall be permitted in accordance with Section 3.9.2 of this Agreement.

3.12 Outdoor Lighting

3.12.1 Lighting shall be directed to the driveways, parking areas, building entrances and walkways and shall be arranged so as to divert the light away from public streets, adjacent lots and buildings, and Five Island Lake.

3.12.2 Lighting on the Common Shared Private Driveway shall use a full cut-off fixture design.

3.13 Solid Waste

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

3.13.2 Further to Section 3.13.1, if the development fulfills the requirements of the Solid Waste Resource Collection and Disposal By-Law (By-law S-600) for a condominium, Municipal collection of solid waste shall be at the end of the Common Shared Private Driveway abutting the public street, not at individual Home Site Driveways.

3.14 Maintenance

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

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

PART 4: STREETS AND MUNICIPAL SERVICES

4.1 Off-Site Disturbance

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

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

PART 5: ENVIRONMENTAL PROTECTION MEASURES

5.1 Stormwater Management Plans and Erosion and Sedimentation Control Plans

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

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

PART 6: AMENDMENTS

6.1 Non Substantive Amendments

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

- (a) Changes to the road layout and placement of Home Sites as shown on Schedule C;
- (b) The granting of an extension to the date of commencement of construction as identified in Section 7.3 of this Agreement; and

- (c) The length of time for the completion of the development as identified in Section 7.4 of this Agreement.

6.2 Substantive Amendments

Amendments to any matters not identified under Section 6.1 of this Agreement shall be deemed substantive and may only be amended in accordance with the approval requirements of the *Halifax Regional Municipality Charter*.

PART 7: REGISTRATION, EFFECT OF CONVEYANCES AND DISCHARGE

7.1 Registration

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

7.2 Subsequent Owners

- 7.2.1 This Agreement shall be binding upon the parties hereto, their heirs, successors, assigns, mortgagees, lessees and all subsequent owners, and shall run with the Lands which are the subject of this Agreement until this Agreement is discharged by Council.
- 7.2.2 Upon the transfer of title to any lot(s), the subsequent owner(s) thereof shall observe and perform the terms and conditions of this Agreement to the extent applicable to the lot(s).

7.3 Commencement of Development

- 7.3.1 In the event that development on the Lands has not commenced within three (3) years from the date of registration of this Agreement at the Registry of Deeds or Land Registry Office, as indicated herein, the Agreement shall have no further force or effect and henceforth the development of the Lands shall conform with the provisions of the Land Use By-law.
- 7.3.2 For the purpose of this section, commencement of development shall mean final subdivision approval of the consolidation of Block TBD-2 and Parcel RR-2.
- 7.3.3 For the purpose of this section, Council may consider granting an extension of the commencement of development time period through a resolution under Section 6.1 of this Agreement, if the Municipality receives a written request from the Developer at least sixty (60) calendar days prior to the expiry of the commencement of development time period.

7.4. Completion of Development

- 7.4.1 Upon the completion of the whole development or complete phases of the development, Council may review this Agreement, in whole or in part, and may:
- (a) Retain the Agreement in its present form;
 - (b) Negotiate a new Agreement; or
 - (c) Discharge this Agreement.
- 7.4.2 In the event that development on the Lands has not been completed within ten (10) years from the date of registration of this Agreement at the Registry of Deeds or Land Registry Office, as indicated herein, the Agreement shall have no further force or effect and henceforth the development of the Lands shall conform with the provisions of the Land Use By-law.
- 7.4.3 In the event that development on the Lands has not been completed within time period indicated in 7.4.2 the Agreement shall have no further force or effect and henceforth the development of the Lands shall conform with the provisions of the Land Use By-law.
- 7.4.4 For the purpose of this section, completion of development shall mean the issuance of a Construction Permit for all single unit dwellings each Phase.
- 7.4.5 For the purpose of this section, Council may consider granting an extension of the completion of development time period through a resolution under Section 6.1 of this Agreement, if the Municipality receives a written request from the Developer at least sixty (60) calendar days prior to the expiry of the completion of development time period.

PART 8: ENFORCEMENT AND RIGHTS AND REMEDIES ON DEFAULT

8.1 Enforcement

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

8.2 Failure to Comply

- 8.2.1 If the Developer fails to observe or perform any condition of this Agreement after the Municipality has given the Developer thirty (30) days written notice of the failure or default, then in each such case:

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- (a) The Municipality shall be entitled to apply to any court of competent jurisdiction for injunctive relief including an order prohibiting the Developer from continuing such default and the Developer hereby submits to the jurisdiction of such Court and waives any defense based upon the allegation that damages would be an adequate remedy;
- (b) The Municipality may enter onto the Lands and perform any of the covenants contained in this Agreement or take such remedial action as is considered necessary to correct a breach of the Agreement, whereupon all reasonable expenses whether arising out of the entry onto the Lands or from the performance of the covenants or remedial action, shall be a first lien on the Lands and be shown on any tax certificate issued under the Assessment Act;
- (c) The Municipality may by resolution discharge this Agreement whereupon this Agreement shall have no further force or effect and henceforth the development of the Lands shall conform with the provisions of the Land Use By law; or
- (d) In addition to the above remedies, the Municipality reserves the right to pursue any other remedy under the Halifax Regional Municipality Charter or Common Law in order to ensure compliance with this Agreement

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

SIGNED, SEALED AND DELIVERED

in the presence of:

=====

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

**<INSERT REGISTERED
OWNER NAME>**

Per:_____

Per:_____

=====

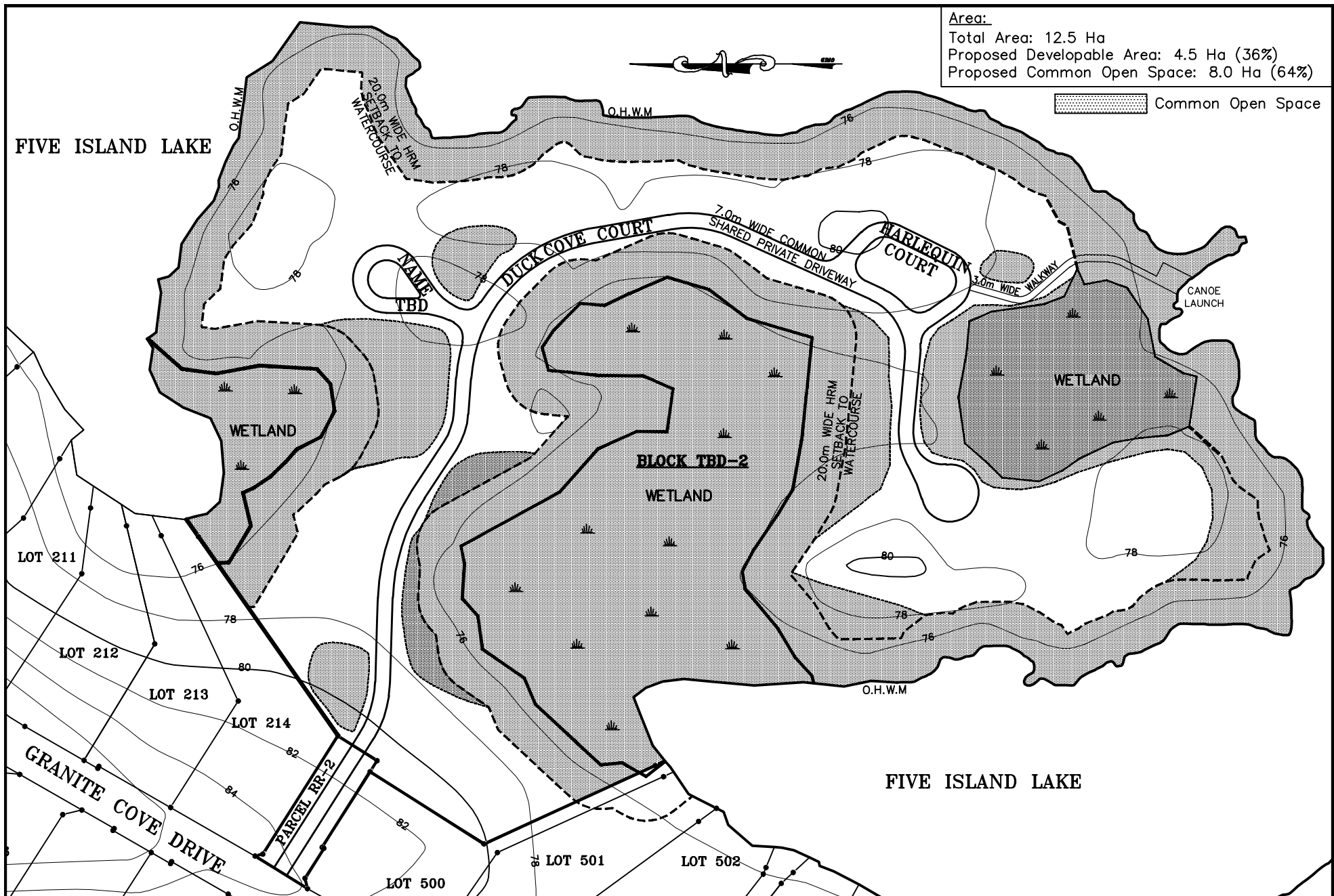
**HALIFAX REGIONAL
MUNICIPALITY**

Per:_____

Mayor

Per:_____

Municipal Clerk



**MAC WILLIAMS ENGINEERING
LIMITED**

THREE BROOKS VILLAGE
HUBLEY, NOVA SCOTIA

SCHEDULE B – PROPOSED DEVELOPABLE AREA

Revision

No.	Comments	Date	By
0.		Apr 12/11	SRW
1.	Edit Text	Dec 12/11	SRW

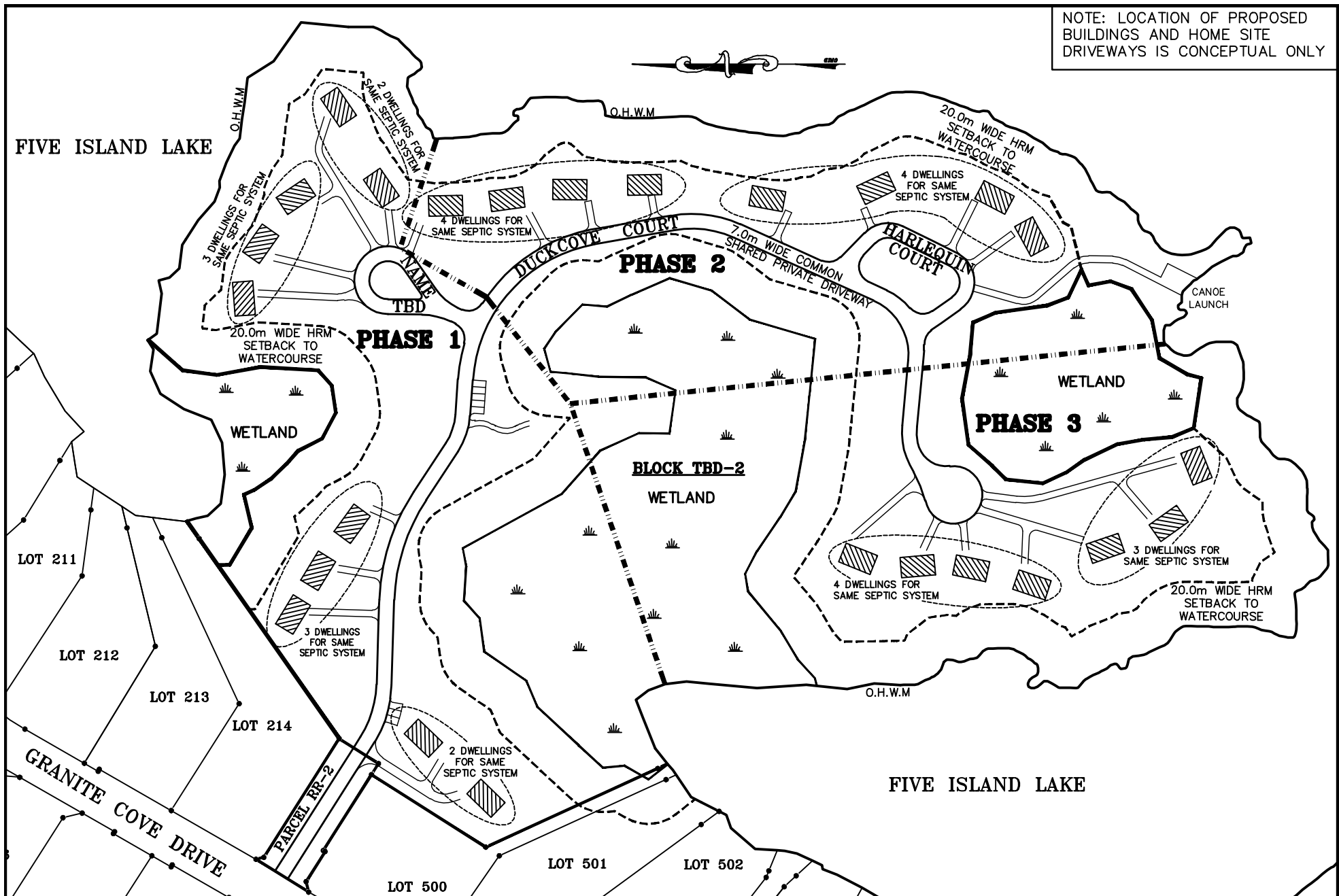
Date: April 12, 2011

Scale: Not to Scale

Project No.: 9507

Drawing No.: 9507-SK04

NOTE: LOCATION OF PROPOSED
BUILDINGS AND HOME SITE
DRIVEWAYS IS CONCEPTUAL ONLY



**MAC WILLIAMS ENGINEERING
LIMITED**

THREE BROOKS VILLAGE
HUBLEY, NOVA SCOTIA

SCHEDULE C – PHASING

Revision

No.	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
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Comments

Date

By

Date: April 12, 2011

Scale:	Not to Scale
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0.

Apr 12/11

SRV

Project No.: 9507

1.

Edit Text

Dec 12/11

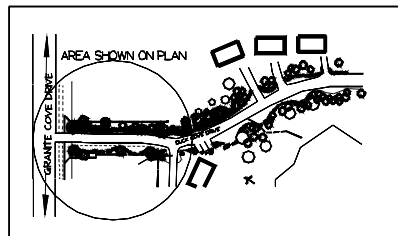
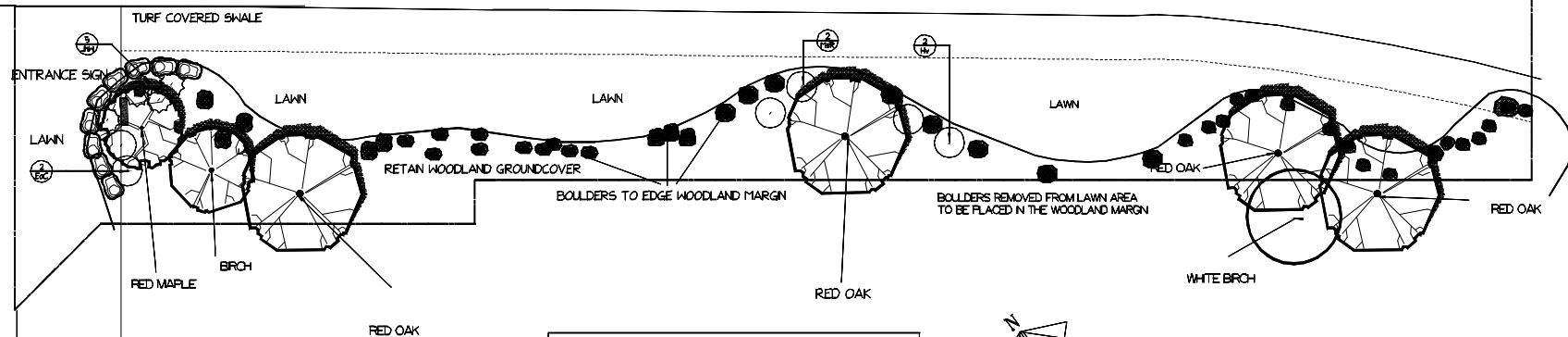
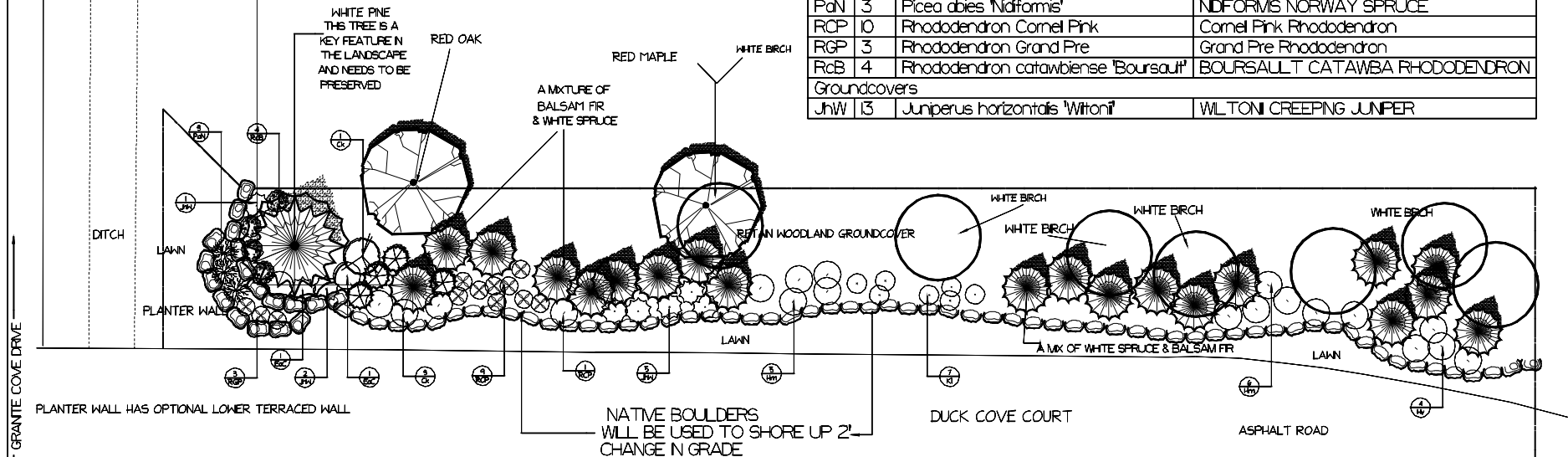
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Project No.:	9507
Drawing No.:	9507-SK05

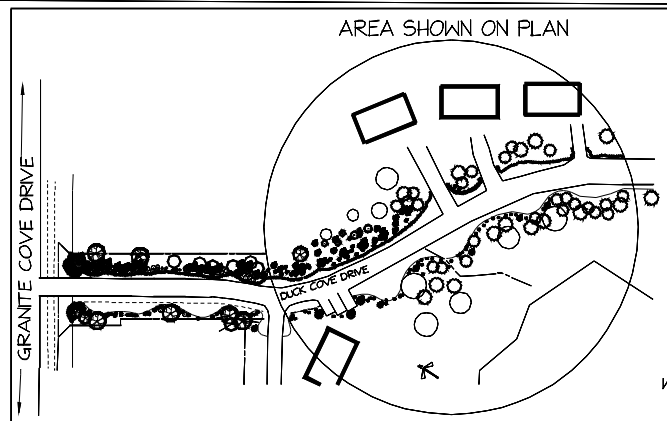


PLANT LIST

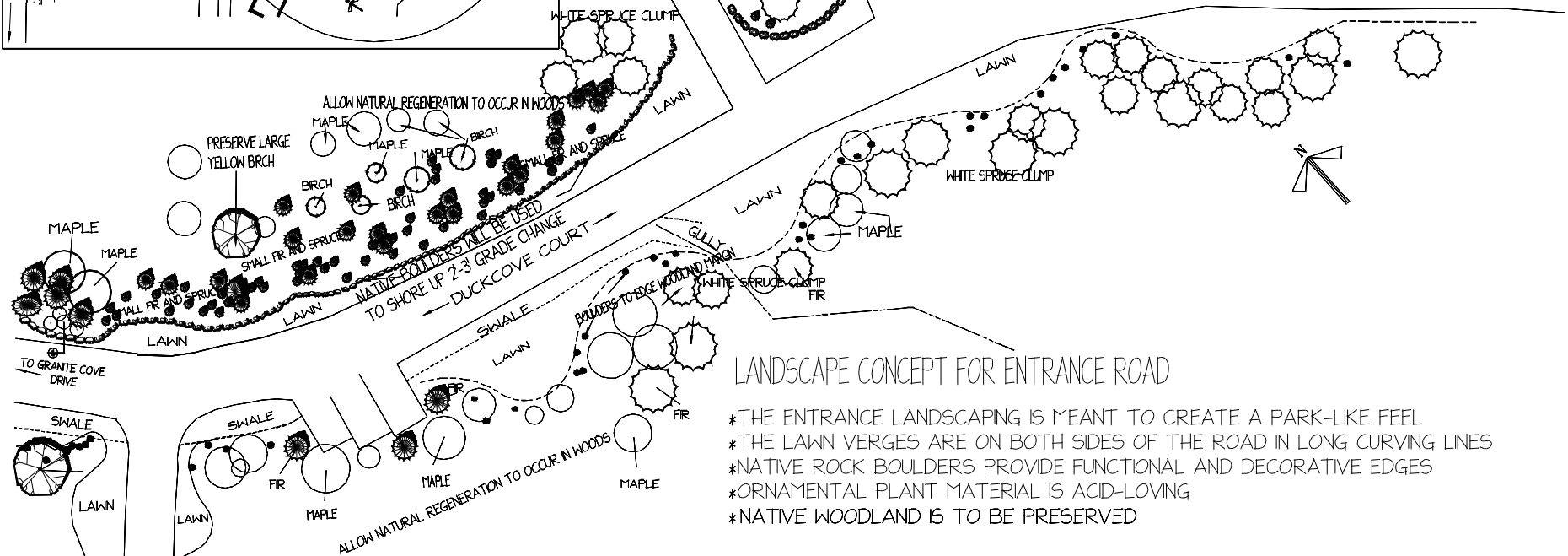
Key	Qty	Botanical Name	Common Name
Trees			
Ck	4	<i>Cornus kousa</i>	JAPANESE DOGWOOD
Hv	6	<i>Hamamelis virginiana</i>	VRGNAN WITCH-HAZEL
MsR	2	<i>Magnolia stellata</i> 'Royal Star'	ROYAL STAR STAR MAGNOLIA
Shrubs			
EoC	2	<i>Euonymus alatus</i> 'Compactus'	DWARF BURNING BUSH
EoC	2	<i>Euonymus alatus</i> 'Compactus'	DWARF BURNING BUSH
Hm	1	<i>Hamamelis mollis</i>	CHINESE WITCH-HAZEL
Kl	7	<i>Kalmia latifolia</i>	MOUNTAIN LAUREL
PaN	3	<i>Picea abies</i> 'Nidiformis'	NIDIFORMIS NORWAY SPRUCE
RCP	10	<i>Rhododendron</i> 'Cornel Pink'	Cornel Pink Rhododendron
RGP	3	<i>Rhododendron</i> 'Grand Pre'	Grand Pre Rhododendron
RcB	4	<i>Rhododendron catawbiense</i> 'Boursault'	BOURSAULT CATAWBA RHODODENDRON
Groundcovers			
JhW	13	<i>Juniperus horizontalis</i> 'Wiltoni'	WILTONI CREEPING JUNIPER



LANDSCAPE PLANTING PLAN AT ENTRANCE			
THREE BROOKS VILLAGE			
HUBLEY/NOVA SCOTIA			
client:	scale:	date:	revision:
	NTS	December 201	
drawn by:	checked by:	drawing #:	
A. Jackson MCP, OJD			1 OF 2



ALL PLANTS LABELLED IN THIS SECTION ARE NATIVE TREES



LANDSCAPING CONCEPT ALONG ROAD

THREE BROOKS VILLAGE
HUBLEY, NOVA SCOTIA

client:		
scale	NTS	date December 2011
drawn by A Jackson MCIP, CLD	checked by	revision drawing # 2 of 2

Attachment B:
Policy Review – Excerpt from the Regional MPS

<i>Policy Criteria</i>	<i>Staff Comment</i>
<i>Policy S-15</i>	
<i>HRM shall permit the development of Open Space Design residential communities, as outlined in this Plan, within the Rural Commuter and Rural Resource designations and within the Harbour designation outside of the Urban Service Area, but not within the portions of the Beaver Bank and Hammonds Plains communities as identified in the Subdivision By-law under Policy S-25 and within the Rural Area Designation under the Eastern Passage / Cow Bay Plan Area.</i>	
<p><i>HRM will consider permitting the maximum density of such developments to one unit per hectare of gross site area.</i></p> <p>[As per Policy S-16, for classic open space developments, maximum density is 1 unit per 4000 square metres.]</p>	Based upon an approved concept plan for as-of-right development, the applicant is permitted 31 units. The proposed development agreement permits a maximum of 25 units though the 3 phases.
<i>In considering approval of such development agreements, HRM shall consider the following:</i>	
<i>(a) where the development is to be serviced by groundwater and as determined through a hydrogeological assessment conducted by a qualified professional, that there is an adequate supply of ground water to service the development and that the proposed development will not adversely affect groundwater supply in adjacent developments;</i>	A Level II hydrogeological assessment was submitted and was peer reviewed by CBCL, HRM's consultant for that purpose. It has been concluded that there is adequate groundwater to service Phase 1 of the development for 10 single unit dwellings. Before development can go forward for Phases 2 and 3, a supplementary hydrogeological assessment must be submitted to the development officer and reviewed by CBCL.
<i>(b) that there is sufficient traffic capacity to service the development;</i>	Traffic impact statement submitted by applicant, was reviewed by HRM Development Engineering and the Nova Scotia Department of Transportation and Infrastructure and the development is not anticipated to impact traffic capacity.
<i>(c) the types of land uses to be included in the development which may include a mix of residential, associated public or privately-owned community facilities, home-based offices, day cares, small-scale bed and breakfasts, forestry and agricultural uses;</i>	<p>The proposed uses within the development agreement include</p> <ul style="list-style-type: none"> -single unit dwellings, -business uses in conjunction with a home based businesses (excluding daycares and bed and breakfasts), -passive recreation spaces, -conservation uses,

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	<ul style="list-style-type: none">-accessory buildings, and-wharfs, boat ramps, board walks, and walkways and trails not exceeding 3 meters in width within the common open space area.
<i>(d) whether soil conditions and other relevant criteria to support on-site sewage disposal systems can be met;</i>	Test pits have been excavated, and the soils generally have good drainage qualities and good characteristics for onsite septic. In some areas there's enough soil, but in other areas there's some elevated bedrock which means some systems will have to be built up. Clustered systems will be used to minimize disturbance.
<i>(e) the lot frontages and yards required to minimize the extent of road development, to cluster building sites on the parcel and provide for appropriate fire safety separations;</i>	<p>The proposal is for a bareland condominium, so there will be no new public street, simply a common shared driveway. The driveway is required to meet NBC standards for this type of access.</p> <p>The development agreement requires single unit dwellings to be setback 6.1 meters (20 feet) from each other.</p>
<i>(f) that the building sites for the residential units, including all structures, driveways and private lawns, do not exceed approximately 20% of the lot area;</i>	Not applicable for classic open space design.
<i>(g) approximately 80% of the lot is retained as a non-disturbance area (no alteration of grades, except for the placement of a well or on-site sewage disposal system in the non-disturbance area shall be permitted, and provision shall be made for the selective cutting of vegetation to maintain the health of the forest);</i>	Not applicable for classic open space design.
<i>(h) that the development is designed to retain the non-disturbance areas and to maintain connectivity with any open space on adjacent parcels;</i>	<p>Due to the wetlands and watercourse buffers, building sites will be clustered along a cul-de-sac type driveway.</p> <p>At least 60% of the total area will be maintained as open space, and much of this open space (~55% of the total area) will be in the form of wetlands and buffers around Five Island Lake. Though there is no "open space" on adjacent parcels (they are typical building lots), the open</p>

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	space in this development will be connected to the watercourse buffer around the lake.
<i>(i) connectivity of open space is given priority over road connections if the development can be sited on the parcel without jeopardizing safety standards;</i>	Due to the configuration of the site (a peninsula) and the watercourse buffers around the developable area, the driveway layout does not compromise the connectivity of the open space.
<i>(j) trails and natural networks, as generally shown on Map 3 or a future Open Space Functional Plan, are delineated on site and preserved;</i>	This property is not affected by any of the trails or natural networks shown on Map 3. The St. Margarets Bay Rails to Trails multi-use trail is reasonably close (but probably not within reasonable walking distance).
<i>(k) parks and natural corridors, as generally shown on Map 4 or a future Open Space Functional Plan, are delineated on site and preserved;</i>	This property is not affected by any of the parks or natural corridors shown on Map 4.
<i>(l) that the proposed roads and building sites do not significantly impact upon any primary conservation area, including riparian buffers, wetlands, 1 in 100 year floodplains, rock outcroppings, slopes in excess of 30%, agricultural soils and archaeological sites;</i>	The proposed private driveway (<u>not</u> a public street) and 40% developable area do not appear to significantly impact the listed primary conservation features).
<i>(m) the proposed road and building sites do not encroach upon or are designed to retain features such as any significant habitat, scenic vistas, historic buildings, pastoral landscapes, military installations, mature forest, stone walls, and other design features that capture elements of rural character;</i>	The proposed private driveway (<u>not</u> a public street) and building sites should not impact the listed secondary conservation features.
<i>(n) that the roads are designed to appropriate standards as per Policy T-2;</i>	The proposal is for a bareland condominium, so there will be no new public street. The private driveway will need to meet the requirements of the National Building Code for required access routes for fire department use.
<i>(o) views of the open space elements are maximized throughout the development;</i>	Building sites are tentatively proposed to view Five Island Lake, whereas condo amenity space (i.e. tot lot, gazebos) is tentatively proposed to view wetlands which will be part of the 60% open space.
<i>(p) opportunities to orient development to maximize the capture of solar energy;</i>	Due to the shape of the peninsula, building sites will be oriented in all directions from the driveway. Individual building design will not be covered by the development agreement.
<i>(q) the proposed residential dwellings</i>	There are no permanent extractive facilities

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<i>are a minimum of 800 metres away from any permanent extractive facility;</i>	within 800 metres of the subject property.
<i>(r) the proposed development will not significantly impact any natural resource use and that there is sufficient buffering between any existing resource use and the proposed development to mitigate future community concerns; and</i>	Since the site is on a peninsula, impacts on the proposed development from adjacent properties (and vice versa) will be limited. There are no known natural resources uses in the immediate vicinity.
<i>(s) consideration be given to any other matter relating to the impact of the development upon surrounding uses or upon the general community, as contained in Policy IM-15.</i>	The development will be a part of the general community as it is the same developer.
Policy S-16	
<i>Further to Policy S-15, within the Rural Commuter, Rural Resource and Agricultural Designations, HRM shall permit an increase in density for Open Space Design Developments up to 1 unit per 4000 square metres, or greater in centres as may be provided for in secondary planning strategies, where approximately 60% or more of the site is retained in single ownership of an individual, land trust, condominium corporation or the Municipality. Notwithstanding Policy E-5, the parkland dedication shall be relaxed to a minimum of 5% for this type of development. In considering approval of such development agreements, HRM shall consider the following:</i>	
<i>(a) the criteria specified in Policy S-15, with the exception of items (f) and (g); and</i>	See above.
<i>(b) that the common open space cannot be used for any other purpose than for passive recreation, forestry, agriculture or conservation-related use except for a portion of which may be used as a village common for active recreation or the location of community facilities designed to service the development.</i>	It is anticipated that a condo corporation will own the entire property. At least 60% of the property will be designated as open space, which will be mainly wetlands and watercourse buffers, and probably some active / passive recreation (e.g. tot lot, gazebos). The 40% non-open space (i.e. 'disturbed' area) will include the driveways and the individual building lots.
Policy IM-15	
<i>In considering development agreements or amendments to land use by-laws, in addition to all other criteria as set out in various policies of this Plan, HRM shall consider the following:</i>	
<i>(a) that the proposal is not premature or inappropriate by reason of:</i>	The proposal is not inappropriate for any of the listed reasons.
<i>(i) the financial capability of HRM to absorb any costs relating to the development;</i>	The developer will be responsible for the costs required by the agreement.
<i>(ii) the adequacy of municipal wastewater facilities, stormwater systems or water distribution systems;</i>	Lots will be serviced by individual wells and on-site sewage disposal systems. Phases 2 and 3 will require additional test wells prior to approval.
<i>(iii) the proximity of the proposed</i>	

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<i>development to schools, recreation or other community facilities and the capability of these services to absorb any additional demands;</i>	The proposed development is close to Hubley, Tantallon and Halifax.
<i>(iv) the adequacy of road networks leading to or within the development;</i>	There are not any concerns about traffic capacity from a municipal perspective.
<i>(v) the potential for damage to or for destruction of designated historic buildings and sites;</i>	No registered heritage properties will be affected by this proposal.
<i>(b) that controls are placed on the proposed development so as to reduce conflict with any adjacent or nearby land uses by reason of:</i> <i>(i) type of use;</i> <i>(ii) height, bulk and lot coverage of any proposed building;</i> <i>(iii) traffic generation, access to and egress from the site, and parking;</i> <i>(iv) open storage;</i> <i>(v) signs; and</i>	The uses permitted through the development agreement (i.e. single unit dwellings and typical accessory uses) are similar to those uses permitted in the R-1 and MRR-1 Zones in the surrounding area.
<i>(c) that the proposed development is suitable in terms of the steepness of grades, soil and geological conditions, locations of watercourses, marshes or bogs and susceptibility to flooding.</i>	Through the open space design process, these primary conservation features are avoided and impact is minimized.

Attachment C:

Minutes from the February 3, 2011 Public Information Meeting

HALIFAX REGIONAL MUNICIPALITY

PUBLIC INFORMATION MEETING

CASE # 16559

Thursday, February 3, 2011, 7:00 pm

Tantallon Public Library, Tantallon

IN ATTENDANCE: Mackenzie Stonehocker, Planner, HRM Planning Services
Scott LeBlanc, Planning Technician, HRM Planning Services
Sharlene Seaman, Planning Controller, HRM Planning Services
Councillor Reg Rankin
Councillor Peter Lund

ALSO IN ATTENDANCE: Jenifer Tsang, Sunrose Land Use Consulting
Steve Williams, Mac Williams Engineering
David Bryson, Three Brooks Development Corporation

PUBLIC IN ATTENDANCE: Approximately 17

The meeting commenced at approximately 7:00 pm.

1. Opening remarks / Introductions / Purpose of meeting – Mackenzie Stonehocker

Mackenzie Stonehocker introduced herself, HRM staff, the district councillor and the applicant. She welcomed everyone to the meeting. She stated that the meeting was being held to get feedback on a development agreement for a classic open space development off Granite Cove Drive.

She stated that purpose of the meeting was to explain the planning process involved in a development agreement, and for the applicant to explain their plans. The public have an opportunity to ask questions or make comments on the potential development agreement.

She gave the overall guidelines for the meeting and stated that the minutes would be added to the staff report.

2. Overview of planning process – Mackenzie Stonehocker

Mackenzie Stonehocker showed the subject property and stated that it was located on a peninsula in Five Island Lake, with access to Granite Cove Drive. The property is 12.5 hectares, or 31 acres in size. Three Brooks Development has developed many of the lots in the area and they are requesting to finish the subject area by development agreement, to allow for a classic open space design process.

She stated that open space design comes from the Regional Plan. It aims to focus development away from sensitive areas and to preserve corridors of open space, vegetation and habitat for animals. Open space projects are approved through the development agreement process, which means a legal agreement between HRM and the developer is registered on the land. A development agreement is a set of rules for development that only apply to that property. With an open space design, there are two types: hybrid and classic. The applicant is proposing a classic open space design which allows for one unit per acre where sixty percent of the property is retained in single ownership for open space uses. In this case, the owner would be the condo corporation. She showed schematics for both hybrid open space and classic open space design.

She stated that the proposal, a classic open space project, doesn't act like a typical subdivision. Sixty percent of the overall site must be undisturbed, and owned by one entity. If that entity is a bareland condominium corporation, they would own the entire site. There would not be any public streets, just a private driveway as would go to an apartment style condo.

Ms. Stonehocker stated that the proposed is not a hybrid, which is an open space project that looks a lot like a typical subdivision. In those cases, there would be public streets, owned by HRM. There would individual lots owned by individual owners and each lot would have its own well and septic. The difference between a typical subdivision is that, with hybrid open space, the owner can only disturb 20 percent of the site and 80 percent has to remain undisturbed.

She stated that the proposed site plan will leave sixty percent of the site as open space. This includes the wetlands and watercourse buffer, as well as some amenity space, such as gazebos and a canoe launch. All of the houses and the infrastructure will be in the remaining forty percent. Twenty-five houses are proposed, which is below the permitted density of one unit per acre for classic open space projects. The houses will likely have individual wells but shared, clustered septic systems. HRM does not regulate those as approval goes through Nova Scotia Environment. The access will be from a private driveway coming off of Granite Cove Drive. Since the condo corporation will own the entire parcel, HRM will not be taking over the driveway. The condo corporation will own and maintain it.

Ms. Stonehocker stated that after the public meeting, staff will gather feedback from the public and comments from other HRM departments, and compare that information with what the plan states. A development agreement will be drafted, which will address all of the important details. Along with the minutes from the public information meeting, the agreement will be included in a staff report that either recommends Council approves the development agreement or recommends Council refuse it. Staff will send the report to Western Region Community Council, who will schedule a public hearing. This will be another opportunity for the public to speak. Written submissions can also be sent to Municipal Clerk's Office in advance. After the public hearing, Community Council will make their decision on the development agreement, based on the staff recommendation and the public hearing. Whether refused or approved, there will be a two week appeal period, during which the decision can be appealed to the Nova Scotia Utility and Review Board. If it is approved, the development agreement will be registered on the property.

She passed the floor over to Jenifer Tsang.

3. Presentation of Proposal – Jenifer Tsang

Jenifer Tsang, Sunrose Land Use Consulting, introduced herself and advised of the subject area. She stated that it was the remaining piece of the Three Brooks subdivision that started about 20 years ago. The idea is to make the subject area a village component. It is a unique peninsula with some wetlands and very beautiful, natural features. By developing it as per the application, it will be protected and enhanced. The homes will have architectural guidelines, so they are complementary to one another and the site. There will be consultation on that with the Three Brooks residents association. Some of the existing covenants that Three Brooks Village has now will be applied to the new development, such as noise and light pollution, tree cutting and how they take care of the natural areas. She sees this as a positive extension of Three Brooks project and welcomes any comments concerning the project.

Mackenzie Stonehocker gave the ground rules, provided her contact information and opened the floor for questions and comments.

4. Questions / Comments

Vincent O’Hanley, Granite Cove Drive, asked if he will be able to see how far back the setbacks will be in reference to the drawing. He asked about the 100 foot guideline to the water.

Mackenzie Stonehocker stated that in this case, which applies to the whole general area, the watercourse buffer is 20 metres or 66 feet from the high water mark. Within that watercourse buffer, no vegetation can be cut down. The houses have to be at least 20 metres (66 feet) away from the water, including decks. In some areas, houses will likely be close to the 20 metre (66 foot) buffer but at this point they don’t know exactly how close each house will be.

Mr. O’Hanley asked if they would see a drawing of the houses before it goes to Council.

Ms. Stonehocker stated that they would not. A development agreement is a conceptual approval that includes a concept only. A plan similar to this site plan will be attached to the development agreement that goes forward to Council. The written agreement will outline the requirements, such as, you can’t go any closer than the 20 metre buffer or each house has to be a certain distance apart. It will probably be a little stricter than the National Building Code so the houses will be more than just eight feet apart. When it actually comes time for the contractors to get building permits, those building permits are not part of a public process.

Mike Chapman, Granite Cove Drive, asked where the 20 metre setback was for the wetland located to the right of the subject area.

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Ms. Stonehocker stated that her understanding is that the wetland is not contiguous with the lake and that is why the 20 metre watercourse buffer does not apply. The watercourse buffer only applies to watercourses and wetlands that are contiguous with the lake.

Dusan Soudek, Halifax, expressed interest in a canoe launch and wondered if it would only be available to the residents.

Ms. Stonehocker stated that because it is a classic open space design with a proposed condominium corporation, the whole peninsula will be privately owned by the condominium corporation. It would be similar to any other private property. However, there is a lot nearby that is a piece of public parkland that HRM does own. It was dedicated through previous subdivisions.

Mr. Soudek asked if there would be a public launch in that area.

Ms. Stonehocker stated that she understood that Parkland Planning was working on that.

John Heathcote, Granite Cove Drive, stated that he has already seen one of the canoe launches closed within the past six years. The covenants regarding motorized boats have not been upheld or respected for the past two summers. He feels that pulling children up and down the lake on tubing is an extremely dangerous activity. He is worried about the degradation of the covenants as it has already started to occur. He asked if the condominium corporation have any way to enforce the covenants.

Ms. Stonehocker stated that the covenants themselves are an agreement between the original developer and the property owners. HRM is not involved in restrictive covenants at all. The content of the condominium by-law is similar to the covenants and it will apply to this property.

Dave Bryson, President of the Three Brooks Development Corporation, stated that when they started Three Brooks, about twenty years ago, they wondered what the best way to preserve it was. They came up with "protective covenants". This included things such as no motor boats on the lake. Some of them are very difficult to enforce. It is almost impractical to think about. From the beginning, they started selling lots, with the covenants attached to the lot.

He stated that four out of five people came back to them and said they would not be told what they can and cannot do on their lot. They moved on and bought somewhere else. The one of five that remained thought it was a beautiful idea. They sold 120 lots to people who really understood what they were trying to do. They created the Three Brooks Homeowners Association and they took over the management of the subdivision. They have been very good about educating new homeowners as to what the covenants mean and why they are so important. Through peer group pressure, most of the covenants are pretty well observed.

He stated that the Three Brooks Homeowners Association welcomes input from homeowners. He stated that any broken covenants should be brought forward to the executive. Most of the residents go to the designated area, Seller Sands Beach. He stated that a lot of the Five Island

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Lake is fronted with Raymar lots, who created Five Island Estates but they do not have the same covenants. The Three Brooks Homeowners Association cannot control other lots that they do not own. It is difficult as certain covenants are not enforceable.

He stated that Three Brooks is very precious. With Three Brooks Village, they have an opportunity to carry it a step further and build the houses as well. They will be looking for, in their design principles, energy efficiency and more green options. He stated that the condominium corporation is a much more effective organization than the homeowners association because it actually has by-laws and the new Condominium Act will have a provision that a condominium corporation by-law can be enforced by application of the Residential Tenancies Board. By paying a fee of \$175, you can get a ruling that states you must do something because it is a part of the by-law. In Three Brooks Village, they will be able to set up better enforcement for the by-laws. It is a problem to go after one of your neighbours for breaking the covenants and if so, they might say to sue them. You don't have much choice. The Homeowners Association, after twenty years, is doing a review of the covenants. A big part of the review is to educate residents as to why these guidelines are put in place. The condominium corporation has a little more muscle to enforce covenants. He is hoping that the condominium corporation will be integrated with the Homeowners Association so things will happen mutually. He is very excited about this and noted that they will be trying to build this as per the site plan. They do want to protect at least seventy-five percent of the land with nature reserves and they will remain conscious of how to keep the feel of the community.

Vincent O'Hanley, Granite Cove Drive, talked about the strata act which is a law in another part of Canada. Under the strata, the residents would be capable of enforcing the by-laws. The executive could go and advise someone to act within the by-laws or be fined.

Mr. Bryson stated that the covenants have to be voted on. It takes eighty percent to change them. It is up to the residents to make those changes. The developer will start the process, but their plan is to start some pre-marketing. They would like to invite the residents to sit down and talk with them about what they could do to make the area special and what would meet the requirements. He would like some input to effect the ways the by-laws are written. As the process continues, they think they will be able to sell about five houses a year, which means they will be taking their time. The people of Three Brooks subdivision had the same values and standards as the people that are already there. They would like to get people with similar values. People who came in the past and started cutting trees were not appreciated by the other residents. This is what they are looking to accomplish.

Mike Chapman, Halifax, stated that Mr. Bryson said they were preserving seventy percent of the peninsula but by looking at it, he feels that the area available to develop is maxed out. The other areas are unable to be developed. He feels that the density is too high and the peninsula cannot sustain that. When you consider the portion that you can't touch, the potential development area is maxed out.

Mr. Bryson stated that of thirty-one acres, they have not touched the nature reserves. He feels that it was a good plan. They could have put a standard road, with flag lots with sixteen or

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seventeen huge lots, which they would sell. He feels that the owners would then do what they want with the wetlands. He isn't sure that the Province could administer seventeen different lots. He feels that they came up with a really good answer.

Steve Williams, Mac Williams Engineering, stated that the plan does not show, even though the area is eligible for development, that there are lands that will not be touched all though they could be developed.

Doreen Chenard, Maritime Testing, stated that in the province of Nova Scotia, you cannot alter a wetland without approval from the Department of Environment. Developers can apply but Mr. Bryson has chosen to not go down that path. It is the mandate of the province to avoid altering wetlands but you can make application to alter.

Bill (William) Van Duyn, Granite Cove Drive asked how big the houses would be.

Ms. Stonehocker stated that HRM has the option to regulate house or building size but at this point, they are not sure that they want to include that. It would depend on the feedback.

Mr. Van Duyn stated that he would like to see something more of a country size lot, not a city lot. He feels it is too dense. Wetlands reduce the building area. He would like to see the density decreased.

He feels that the septic system might get overloaded because there are over 25 houses. He wonders if that will leak into the wetlands. He asked if environmental questions have been considered. He is concerned as it is a part of the woodland watershed system. He does not want any pollution.

Jenifer Tsang, Sunrose Land Use Consulting, stated that HRM policies establish what the density could be in that area. It is one unit per acre. That is the allowable density and they are actually less than that, with about twenty-five homes on about thirty acres. The existing homes on the rest of Three Brooks are on about 1.5 to 2 acre lots. They are just slightly under that. She feels that it looks dense because that is a part of the open space and cluster. The homes are clustered on a smaller developable land in the trade off of getting more of the open space. There is a minimum of sixty percent and they are over that. It looks dense if you are just looking at the developable area. They have not sought through Nova Scotia Environment, the ability to alter it. HRM has been seeking this and hopefully there will be more of this environmentally sensitive development.

Ms. Stonehocker stated that open space design is what the Regional Plan actually encourages.

Ms. Tsang stated that in terms of house size, the footprints are just an example. They have not gone through the architectural guideline exercise. That will be something they will work with the Homeowners Association on. When they do a site plan, it is standard procedure to put a footprint to honestly depict where the house will be located. Each rectangle is 30 by 50 feet (1500 square feet).

Steve Williams, Mac Williams Engineering, stated that the sewage disposal systems are all regulated by the Department of Environment. With respect to the types of systems, that relates to the soil characteristics that they have and the location of the septic beds. The size of system relates to the flow. There are a lot of things that go into determining the system. In this case, there are two types of systems. One is a peat module system and the other is a C3 system. Both allow for the importation of a specified medium. Peat systems have a very specific type of peat and C3 systems have a very specific type of sand. Given the two facts, it is a very easy and controllable way to treat sewage and to know what the parameter are that you're working with. The minute you start putting sewage into the ground, whether it is a C1 or C2 system, and you start relying on the actual ground soil to do the work, you do have that outside possibility of a short circuit to the lake or a wetland. As much work as you can do to try and determine what the existing soils are, there is always that potential that you hit an anomaly when putting in those systems. Fortunately there is not a lot of it, but it is a possibility that they have eliminated by using these other two types of systems.

James Morris, Granite Cove Drive, asked where the rationale comes from as to it not being connected with Three Brooks proper. He asked why not incorporate it into what is already there.

Ms. Stonehocker stated that from HRM's perspective, it really makes no difference who the developer is or who the developer is next door.

Mr. Bryson showed the Three Brooks land. The primary phase of Three Brooks is about 130 lots which are mostly on private roads. The private road comes to Granite Cove Drive and then it suddenly becomes a public road. The public road runs for about eleven lots which were sold by Three Brooks to people who have the option to abide by the Three Brooks covenants or not. Raymar has developed three or four hundred lots that are conventional city lots, with no covenants. The subject area is a part of Three Brooks Development Corporation's land. It is the last piece with thirty-one acres left. They have concluded that the application brought forth is the best way to develop it. They have created a classic open space plan with twenty-five homes, which is less than the thirty-one allowed. They have spaced them to have 150 feet of lake frontage for each home and that is an average of about 1.25 acres for each home. They will be working closely with Three Brooks Homeowners Association. They have a long term count. The Homeowners Association has private roads that are maintained by the residents on a volunteer basis. This is a problem as the volunteers move on because the road will have to be maintained in the future.

He feels that this is an important part of Three Brooks because it is the last phase of the land that they are developing. Because it will be a condo corporation, it will have longevity. It can help the volunteer Homeowners Association because it will handle any problems further down the road. He feels that his is a parallel problem. The condo corporation may have to add fees for this. He expects that one of the by-laws will state that you must be a member of the Homeowners Association. He feels that Three Brooks members will be able to use the facilities on the subject area and vice versa. He feels that there is some synergy that can be worked out between the two organizations.

Mr. Morris asked what is the acreage of the “white area” on the plan.

Mackenzie Stonehocker stated that it is about forty percent. This is the area that is not covered through wetland or watercourse protection. The green area is about 55 percent. The green plus some more will not be developable.

Mr. Morris confirmed percentages and asked if it was fourteen acres of developable land, which twenty-five homes are going there. In terms of density, he feels that it is not comparable to the pattern of Three Brooks. There is a massive nature reserve, which is not counted. He feels the density is too high.

Ms. Stonehocker stated that as a part of the open space design process, HRM requires a Level I hydrogeological assessment, as a part of the first stage. The second stage requires a Level II hydrogeological assessment. These have been received from the applicant. HRM doesn't have the staff expertise to review those studies so they have been sent to CBCL for review. They will give their expert opinion as to whether or not there is enough water to support this development. The policy requires that you not only support your development indefinitely but also that you don't have a negative impact on other people in the same area. Confirmation will have to be returned prior to going to Council.

Doreen Chenard, Maritime Testing, stated that her firm did the study and as a part of the hydrogeological assessment, three wells were installed and tested. Nearby wells had data loggers installed. The wells showed that there was adequate water supply and that there was no interference on other wells.

Mark Pace, Granite Cove Drive, stated that his well was tested and it showed no degradation.

Dave Underhill, Oakridge Way, asked how a conservation area would be identified. There are no signs stating that there are certain covenants. He asked if anyone can wander through. He has noticed some ATVs tearing through there. He would like clarification.

Mr. Bryson stated that the Homeowners Association is totally responsible for enforcing covenants as they have sold the last home there. The nature reserves in Three Brooks were not really set up as conservation areas. In the design of Three Brooks, they tried to say that every home would either front on a lake or have a rear on the nature reserve. They tried to follow that principle and set aside pieces of land that they called nature reserves. They are not owned by the homeowners. The development association has pretty well phased them out as they were not clear as to who owned them. He feels that Homeowners Association of Three Brooks would be the people to talk to about that.

Mr. Underhill stated that there should be some sort of signage to let people know that covenants are observed.

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Mr. Bryson stated that it needs regulation but it should be brought up to the Homeowners Association. As for the new development, he does intend on letting people have access to some of the canoe launches, etc.

Ms. Stonehocker stated that the watercourse buffer, which is covered by the covenants, is also covered by HRM's By-laws. Those restrict any potential activity in the watercourse buffer. Also, wetlands cannot be disturbed. Generally, in a watercourse buffer, you are very limited in what you can do. You can put a very small trail through but you cannot cut down any trees. You can't clear all the trees to increase the view. In those cases, HRM does enforce watercourse buffers.

Mr. Bryson stated that the covenants of Three Brooks suggest that you cannot cut down any trees without permission or build any structure within 100 feet of a watercourse. He feels that this would also apply to the new development. He visualizes that there would be a path down from the house to the beach that might have a mounted dock or an area for a lawn chair. They have to be consistent with the law and they would also like it to be attractive. They are looking for people to help in the early stages to write the covenants and objectives.

Vincent O'Hanley, Granite Cove Drive, asked if the residents will be allowed to put in a small dock.

Mr. Bryson stated that they have put some in around Three Brooks and they have been accepted. There have been no permanent structures.

Mr. O'Hanley stated that there are still some stuck in the ice.

Mr. Bryson stated that they have a vision and they have to find a way to enforce covenants. In Three Brooks it is done on a strictly volunteer basis but peer group pressure. The condominium corporation will be able to specify what can and cannot be done and maybe even that someone could be fined for not complying. They can be told to stop what they are doing.

James Morris, Granite Cove Drive, asked if the wetland on the left side, shown as "green area", was contiguous with the coastline along the shore.

Mackenzie Stonehocker confirmed that it was and that the watercourse buffer continues as that wetland is contiguous with the lake.

Tam Hill, Birch Bear Drive, asked what the 30.5 metre watercourse buffer was.

Steve Williams, Mac Williams Engineering stated that the 30.5 metre setback is for septic systems.

Doreen Chenard, Maritime Testing, stated that the 30.5 metre also came from the Three Brooks covenants. It was their choice to not have treated lumber in close proximity to the watercourse. She does not believe that there are any HRM or Provincial regulations to prevent that.

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Bill (William) Van Duyn, Granite Cove Drive, asked if the number of dwellings is fixed or is it floating.

Ms. Stonehocker stated that when the staff report goes to Council, it will have a maximum number, which will likely be twenty-five but the maximum number will also depend on the hydrogeological assessment. If the hydrogeological assessment stated that twenty-one was the maximum, that's what they would go with.

Tam Hill, Birch Bear Drive, asked who enforces the setbacks.

Ms. Stonehocker stated that the 20 metre watercourse buffer is enforced by HRM and the 30.5 metres for the treated lumber would be through the condo corporation. HRM wouldn't go to the detail to say you couldn't store a boat in your driveway but if the condo has a rule that states that, the condo would enforce that.

Mike Chapman, Granite Cove Drive, asked if there was a more detailed report on the delineation methodology that was used for the wetlands. He was surprised that the main wetland did not follow the contour of the land as he went onsite and noted that the hydrology would be that of a wetland. He stated that he would be surprised if there were no hydric soils. He asked if the wetland on the right is not a contiguous wetland because of a few metres that separates the wetland from the lake. He asked for clarification.

Doreen Chenard, Maritime Testing, stated that there is a more detailed report that she did not have with her. The report was done over a year ago and she can't recall the specifics along the edge. When they do the assessments, they generally follow the US Army Corps of Engineers methodology. They do look at the plants, hydric soils and the hydrology. As they go along the edge, they bore holes and test as they go.

Steve Williams, Mac Williams Engineering stated that Maritime Testing would have conducted their field test to determine the lineation line. The contours are actually from a flown aerial map, which is 1 in 5000. Although the contours are relatively close to what is actually out there, to get down to the actual detail would be virtually impossible.

Mr. Chapman asked if that report would be available.

Ms. Stonehocker stated that there is a three page report available.

Mr. Bryson made a comment that he and his partner, Paul Sinclair, who is very knowledgeable and does rural subdivision planning, walked the peninsula a number of times over the years as they did not quite know what to do with the land. They knew of some wetland but not all because it is not very wet. He feels that the Department of Natural Resources has become a lot more stringent as to how they define wetland. When Maritime Testing comes in, they can define wetland by a certain plant that grows in wetland areas. The average person might walk across the area in the spring and see no dampness. It may be an attractive area. He would like to know how

to build a trail through it without hurting anybody's feelings. He wants to protect the environment.

Councillor Peter Lund talked about enforcement when it comes to the cutting of trees. He noted that there have been other areas that have tried to cut down trees and HRM has been successful in enforcing the By-laws.

Tam Hill, Birch Bear Drive, stated that she was once a manager of a condo corporation that had a lot of problems. She asked how the ownership would work: would the condo corporation own the property up to the buildings and the exterior of the buildings.

Mr. Bryson stated that there are a few bareland condominiums and their plans look like a conventional subdivision. Every house is sitting on its own lot. The only time you find out it is a condo is when you go to sign the papers and you find out you are not buying it from a developer and registering the title. It is a contract between you and the condo corporation. When you go to register your home, you will see that the condo corporation owns all of the acreage. When you sell your house, you will be selling the right to your house plus the land that is designated as your land. He believes that the way it will work for their new development is that the entitlement that goes with the lot will go with the house. He noted that the lots will not be defined as they would in a conventional subdivision. They will have more flexibility on their lot. He would like to find a way to site the houses so the homeowner can take advantage of the terrain and the view. They will work with the original homeowners and the public to give the benefit of their experiences. He is looking forward to getting some great ideas.

Ms. Hill asked how much freedom a homeowner has to choose the style or the exterior of the unit.

Mr. Bryson stated that there will be some guidelines for the houses. He feels that if they do not build the houses, they will have very close control over the builders who build the houses. If they can find ways of incorporating energy efficiency or other things they would like to see done, they will incorporate those within the house designs. The exterior can be controlled but the inside is controlled by the homeowner. The land areas will be studied and they will try to use common sense when it comes to placing the houses. They feel very open minded right now.

Ms. Hill stated that, as a planner, the term she would use is borrowed open space. The buildings are clustered and it gives you more of a feeling of being out in the country. Her only concern is the density and she feels there are other ways to site the homes so there is a little more privacy.

Jim Carwardine, Sea Bright, is representing Rural Watershed Environmental Organization and himself as a resident who has known Dave Bryson for a long time. He stated that Dave thrives on feedback, positive or negative, as it is very important to him. Secondly, he feels that Dave keeps his promises. He encouraged everyone to take this information as a guideline and to approach Mr. Bryson. He feels that Mr. Bryson wants everyone to be vocal. He wanted to give a character reference.

Case 16559: Open Space Development Agreement

Granite Cove Drive, Hubley

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James Morris, Granite Cove Drive, asked about the process and what stages will be going forward.

Ms. Stonehocker stated that the minutes will be done for tonight's meeting and staff will review any comments and questions to make sure they have answers for them. Staff will get comments back from other HRM groups. This will be put together and the legal development agreement will be drafted. The development agreement will explain what is allowed and it will have the site plan attached. They will go through the proposal against the policy that is in the Regional Plan to make sure that each of the policy considerations has been met by the proposal. The Regional Plan policy is S-16 and she offered to send the details to anyone who might be interested. That information goes into a staff report and that report is forwarded to Western Region Community Council for first reading. It is then a public document that can be seen in about a week in advance on the Municipal Clerk's Office website. Community Council will schedule a public hearing which is usually about a month after, when they next meet. The staff report will be available the entire time. The public hearing will be held at Western Region Community Council which is usually held at the Keshen Goodman Library. Written comments can be sent to the Municipal Clerk's Office during that month. They will make sure the comments will be forwarded to all of the Councillors. The public can also come out to the public hearing to make comments of support or concerns. Community Council makes the final decision. It will probably be a few months before HRM gets to that point.

Mr. Morris asked when the minutes would be available.

Ms. Stonehocker stated that they will be available once they are complete. She will post them to the website when they are complete. This will happen well before the staff report is finished.

Jim Drescher, Lunenburg County, has been involved in Three Brooks as a forestry consultant from the beginning. He stated that he really appreciated the insight and good heart that has been exhibited within the public information meeting. He thinks a lot of the questions concerning the development meet the public policy. He feels that in the best situations, private developers will actually lead public policy. He believes that it has been the objective of this development, from the beginning, to go beyond what is required, in many ways. If the vision has not been able to be completely brought to ground, but that is the objective. He sees this as a step to go further. He believes that the visions of a sustainable society can be grounded with a real sustainable development. He congratulated the developers on their vision and for going down that path.

Ms. Stonehocker thanked everyone for coming and provided her contact information.

6. Adjournment

The meeting adjourned at approximately 8:10 pm.

Attachment D:

Additional Correspondence Received from the Public

Additional correspondence was received from:

- Michael Chapman

>>> "Chapman,Michael" <-----> 03/02/2011 10:25 pm >>>

Mackenzie,

Thank you for chairing the informative public consultation session today regarding the proposed Three Brooks Development (Case 16559). I have spoken with several residents, and the concerns that I bring forward are shared by those who I have had an opportunity to speak with. Most of the issues listed below I raised at the meeting today. I am compiling these issues for your records.

The primary concerns with this proposed development is the density of development within such a small peninsula, and its impacts on the watercourse. The area that they are proposing to build is surrounded by a sensitive lake, and wetlands. Following a history of PCB and metals contamination, since 1996 Five Island Lake has undergone several million dollars worth of remediation. The system is now in much better condition than it was, but is still in recovery mode. A development of this density is simply not sustainable - it will definitely have an impact on this watercourse, and of course will undo some efforts and tax dollars that have gone into rehabilitating this system.

Regarding wetlands: As identified by the developer's consultant, a large portion of the peninsula is classified as wetland. These wetlands serve a fundamental function in maintaining the health of the watercourse. Further, as you are aware, due to the ecological importance of wetlands, the Province has recently mandated a policy of no net loss of wetlands.

I have reviewed the Wetland Delineation Report as completed by Maritime Testing in December 2009 (Daurene made reference to a report...was this the one?). I have a few comments relating to this assessment. My comments are numbered below, and correlate to my handwritten notes on the attached site plan.

1. The area starting just at the end of the road that is currently cleared may meet the criteria to be defined as a wetland. Although the methodology used by Nova Scotia Environment does not allow for identification/delineation of wetlands at this time of year, this area seems to meet at least 2 indicators. Firstly, this area is low lying with little topographic change from the adjacent wetlands (ie likely has the hydrology of a wetland). Secondly, the soils that are exposed from the cuts made in constructing the road look consistent with that of a hydric soil. I would like to request that the consultant review this area to double check the wetland status.

2. When I first reviewed the wetland boundaries as illustrated on the site plan, the shape of the large wetland seemed odd...notably the southern boundary. The wetland follows topographic contours everywhere (as you would expect), except on this southern boundary. I followed up with this onsite, and it certainly seems to me that wetland boundary should follow the topographic contour (where I have filled in red). I wonder if a marker might have been missed by the surveyor? Again, I think that confirmation by the consultant would be warranted.

3. The site plan shows a 20m setback from all watercourses, except the wetland to the south. On the site plan, this 20m setback has been missed and the developer is showing new roads and buildings within that protected zone. When I raised the question today, the response was that no setback is required because this is not a contiguous wetland (ie it is not connected to the lake). I would request that the consultant could verify that the wetland is not connected to the lake...I have not had a chance to verify this myself, but I have troubles understanding how a strip just a few meters wide can separate the wetland from the lake. Based on my desktop assessment I might be missing something, but again, verification would be appreciated.

The above wetland issues could potentially have a significant impact on the proposed development. I understand that addressing these concerns will be a cost to the developer. However, from experience (15 years in the environmental consulting industry), the cost of professional fees to complete a more detailed wetland delineation, and the cost to modify/scale back the proposed plan to something that is more sustainable is significantly less than the delays and costs associated with these issues being identified too late in the game (ie after construction has commenced).

Again, it seemed to be a productive session today, and it was appreciated that the developer was receptive to the several concerns raised by the community. As with other residents of Three Brooks, I want to ensure that any development that occurs on this peninsula is sustainable, is very protective of the surrounding watercourses, and of course is compliant with the relevant regulations. As such, this development will be followed with great interest, and I hope to remain involved in the process in resolving these issues. Please keep me informed.

Thank you Mackenzie.

Regards,
Michael Chapman, P.Geo, M.EnvMgt, BSc