

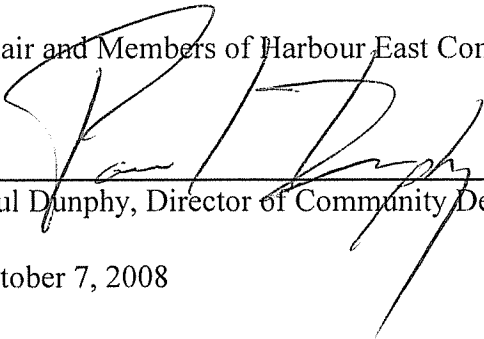


PO Box 1749
Halifax, Nova Scotia
B3J 3A5 Canada

10.1.5

Harbour East Community Council
November 6, 2008

TO: Chair and Members of Harbour East Community Council

SUBMITTED BY: 
Paul Dunphy, Director of Community Development

DATE: October 7, 2008

SUBJECT: **Case 01145: Development Agreement - Evergreen Drive, Cole Harbour**

ORIGIN

An application by B.A.E. Developments Ltd. to enter into a development agreement to permit a townhouse development on Evergreen Drive in Cole Harbour.

RECOMMENDATION

It is recommended that Harbour East Community Council:

1. Give Notice of Motion to consider the proposed development agreement set out in Attachment A of this report and schedule a public hearing;
2. Approve the proposed development agreement to permit a townhouse project by development agreement on Evergreen Drive, as set out in Attachment A of this report; and
3. Require the agreement be signed and delivered within 120 days, or any extension thereof granted by Harbour East Community Council on request of the applicant, from the date of final approval of said agreement by Harbour East Community Council and any other bodies as necessary, whichever is later, including any appeal periods. Otherwise this approval shall be void and any obligations arising hereunder shall be at an end.

BACKGROUND

New townhouse development within the Urban Residential designation in Cole Harbour may be considered by development agreement or rezoning. As a result of capacity limitations in the sanitary sewer system and to ensure that density does not exceed the as-of-right development potential of a given property, new townhouse proposals in Cole Harbour/Westphal must be considered by development agreement.

Location, Designation, Zoning and Surrounding Land Uses

- The subject properties (PIDs 00398552 and 40414633) are located on Evergreen Drive just east of Hugh Allen Drive and across from Sir Robert Borden Junior High School (Map 1);
- The site is 60,705 square feet (approximately 1.4 acres in area);
- The lands are designated Urban Residential (UR) under the Municipal Planning Strategy (MPS) and zoned Single Unit Dwelling (R-1) under the Land Use By-law for Cole Harbour/Westphal (Maps 1 and 2); and
- The proposed development abuts residential dwellings on Hugh Allen Drive and Highland Crescent; a Canadian Tire store and the Cole Harbour Shopping Centre on Forest Hills Drive to the east and south; St. Andrews Church on Circassion Drive and a residential care facility on Circassion Drive; and Sir Robert Borden Junior High School to the north.

Enabling Policy

The Cole Harbour/Westphal MPS enables townhouse development through both the rezoning and development agreement processes. Policy UR-7 enables Council to consider proposals for new townhouse development by rezoning, where each unit is located on a separate lot and has direct access to a public street. Policy UR-8 enables Council to consider proposals for townhouse projects by development agreement where the units have access to a public street via a shared internal driveway.

The intent of Policy UR-8 is to enable townhouse development and achieve compatibility with surrounding neighbourhoods by ensuring that controls are established relative to building and site design, buffering and parking to.

Proposal

The Developer has proposed a 16 unit townhouse development on an unconstructed section of Evergreen Drive. The subject properties could accommodate 8 single unit dwellings in accordance with the R-1 Zone provisions. As a result of capacity limitations in the sanitary sewer system, the development is intended to be constructed in two phases. The initial phase of the proposal is limited to a maximum of 8 townhouse units. The remaining 8 units cannot be built unless HRM determines that there is sufficient capacity in the sanitary sewer system and Council approves a non-substantive amendment to the development agreement.

The development will be accessed via shared private driveways from an extension of Evergreen Drive.

DISCUSSION

Staff have reviewed the proposal based on all applicable policies of the Cole Harbour/Westphal MPS, which are included as Attachment B to this report. The following issues have been identified for more detailed discussion.

Municipal Services and Traffic

Staff have not identified any concerns related to traffic generation, the proposed access provisions or municipal services. Development within the area serviced by the Eastern Passage Sewage Treatment Plant is currently limited to a maximum density equal to that which could be permitted as-of-right on a property. The Developer submitted a concept plan indicating that the two subject properties could accommodate 8 single unit dwellings. Therefore, the proposed development agreement limits the development potential of the lands to a maximum of 8 dwelling units until such time as HRM determines that there is sufficient capacity in the sanitary system to accommodate the proposed second phase of the development.

At the Public Information Meeting, residents identified the potential for a through road connection between Evergreen Drive and Forest Hills Parkway as a concern. This connection could not be facilitated by this proposal as the Developer has proposed a very short extension of Evergreen Drive that ends in a cul-de-sac and there are other lands between the proposed development and Forest Hills Parkway which are not owned by the Developer.

Access

The dwellings within each 8 unit phase of the proposed development would access a short extension of Evergreen Drive via shared private driveways. HRM staff have not identified any concerns with permitting the driveway for the second phase of the proposed development to be constructed on the unbuilt section of HRM right-of-way. Two properties on Circassion Drive back onto the ROW but the Developer's properties are the only parcels that rely solely on the unbuilt section of the road for access. Furthermore, although HRM has no current plan to construct the remainder of the ROW, the proposed development would not preclude the future extension of the road.

Land Use Compatibility

(i) Building Design/Architectural Requirements

The proposed development agreement sets out architectural requirements and requires that the exterior appearance of all dwelling units conform with the building elevations illustrated on Schedule D of the proposed agreement. The requirements provide that all building walls include projections and recesses, that brick or stone be included as part of the exterior materials for each unit, that no exposed foundation in excess of 1 metre is permitted and that the units can be no taller than the height permitted for single unit dwellings in the R-1 Zone.

(ii) Setbacks

The proposed development agreement requires that the rear and side yard setbacks meet or exceed the minimum yard setback set out in the LUB for both the R-1 and R-5 (Townhouse)

Zones. The orientation of the buildings is such that only the side wall of two units, each containing only one window, would face the adjacent properties on Highland Crescent. The Developer is proposing to erect a solid board wooden fence along any property line shared with an existing residential property. Although 3 proposed units would back onto abutting properties on Hugh Allen Drive, they are setback 10.9 metres, which is double the zone standard, and a fence is required along the property line.

(iii) Buffering/Landscaping

The proposed development agreement requires an opaque fence no less than 6 feet in height along any lot line that abuts a residential property. The fence will also continue along the rear lot line shared with the Canadian Tire store and Cole Harbour Shopping Centre properties that front on Forest Hills Parkway.

The proposed development agreement also requires that a row of new and/or existing trees be provided adjacent the fence to provide for additional screening to adjacent properties. The location, species, spacing and number of trees are to be determined by a professional Landscape Architect and designed to provide additional visual screening above the fencing once the trees reach maturity.

In addition to the tree planting requirements identified above, the proposed development agreement requires that the Developer engage a professional Landscape Architect to prepare a detailed Landscaping Plan for the site.

(v) Lighting

The proposed development agreement requires that outdoor lighting on the site be confined to the proposed development and directed away from adjacent properties. The Developer is required to submit a Lighting Plan that indicates the location and type of all outdoor illuminating devices proposed for the site prior to the issuance of a Construction Permit.

Housing Mixture

MPS Policy UR-4 indicates a desire to maintain a 70:30 housing ratio between single unit dwellings and other forms of housing in order to retain the existing character of the plan area while providing a mix of housing options. According to 2006 Census data, approximately 73% of dwelling units in Cole Harbour are single unit dwellings¹. Therefore, staff are of the opinion that this proposal for 16 townhouse units is consistent with the intent of the MPS for housing mix.

Public Participation:

A Public Information Meeting for this proposal was held on June 2, 2008. Those in attendance identified traffic, increased density, the potential of Evergreen Drive being extended to Forest

¹Nova Scotia Community Counts:
<http://www.gov.ns.ca/finance/communitycounts/geogpage.asp?gview=1>

Hills Parkway, the lack of fencing and existing trespassing issues as concerns related to the proposal. Minutes from the meeting are included as Attachment D to this report. Subsequent to the PIM the proposal was revised based upon discussion with HRM staff and the input provided by the public at the meeting. As a result, all property owners within the notification area and those that attended the PIM were sent details of the revisions and provided with an opportunity to provide further comment.

If Council decides to schedule a public hearing for this application, public notices advertising the hearing will be placed in the newspaper and property owners within the notification area and those identified on the sign-up sheet from the PIM will receive written notification.

Conclusion:

It is the opinion of staff that the proposed development agreement set out in Attachment A is consistent with the intent of the MPS for townhouse development within the Urban Residential designation. Therefore, staff recommend that Harbour East Community Council approve the proposed development agreement, included as 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 approved budget with existing resources.

FINANCIAL MANAGEMENT POLICIES / BUSINESS PLAN

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

ALTERNATIVES

1. Council may choose to approve the proposed development agreement as set out in Attachment A of this report. This is the recommended course of action.
2. Council may choose to approve the proposed development agreement subject to modifications. This may necessitate further negotiation with the applicant and may require a second public hearing.
3. Council may choose to refuse the proposed development agreement, and in doing so, must provide reasons based on a conflict with MPS policies.

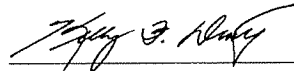
ATTACHMENTS

Map 1	Zoning and Notification Map
Map 2	Generalized Future Land Use Map
Map 3	Concept Plan
Attachment A	Proposed Development Agreement
Attachment B	Excerpts from the Cole Harbour/Westphal MPS
Attachment C	Excerpts from the Cole Harbour/Westphal LUB
Attachment D	Public Information Meeting Minutes
Attachment E	Submissions on Revised Proposal

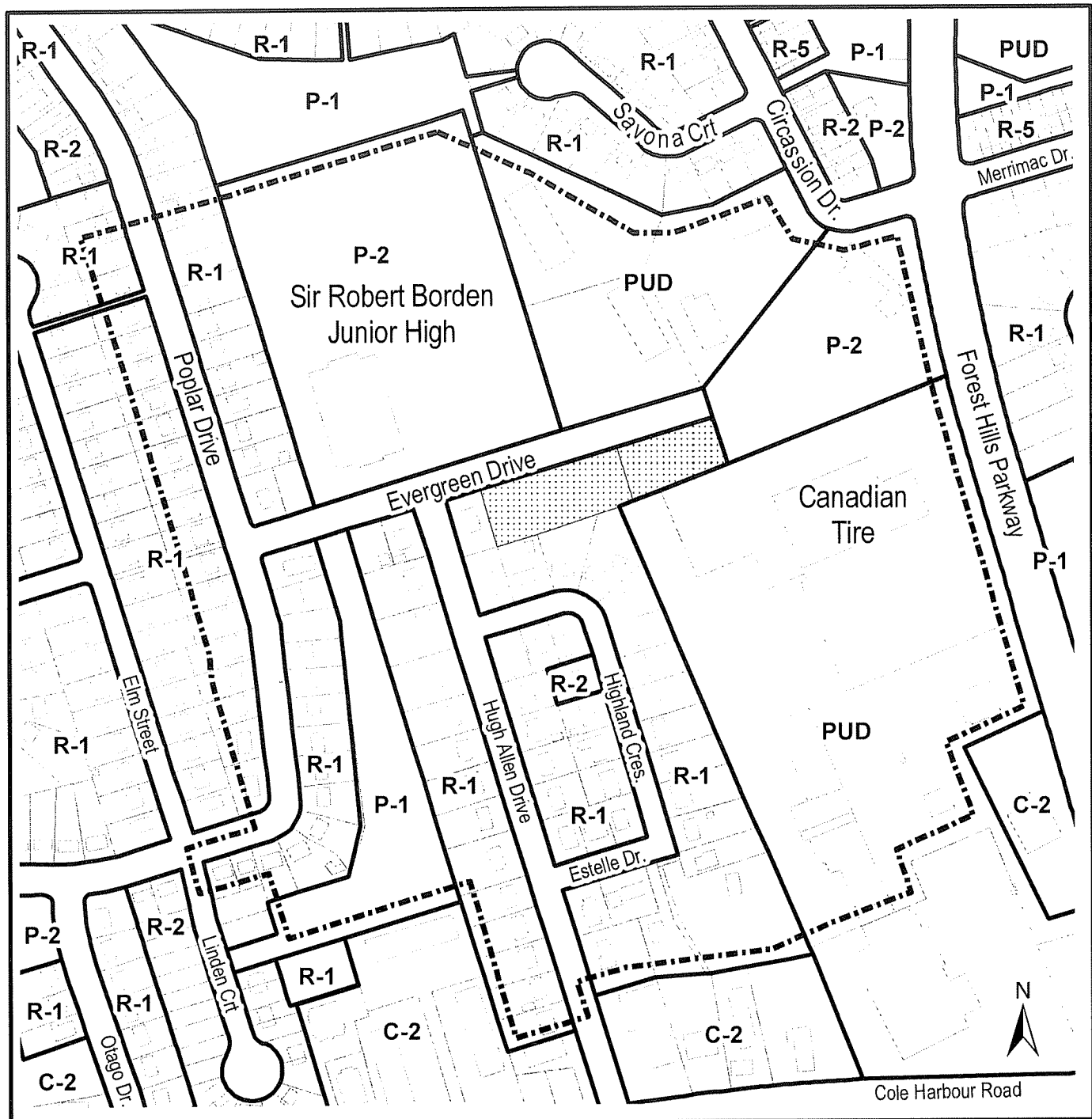
A copy of this report can be obtained online at <http://www.halifax.ca/commcoun/cc.html> then choose the appropriate Community Council and meeting date, or by contacting the Office of the Municipal Clerk at 490-4210, or Fax 490-4208.

Report Prepared by : Joseph Driscoll, Planner, 490-3991



Report Approved by:



Kelly Denty, Acting Manager of Planning Services, 490-6011

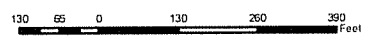


Map 1 Location and Zoning

-  Subject Properties
-  Proposed Notification Boundary

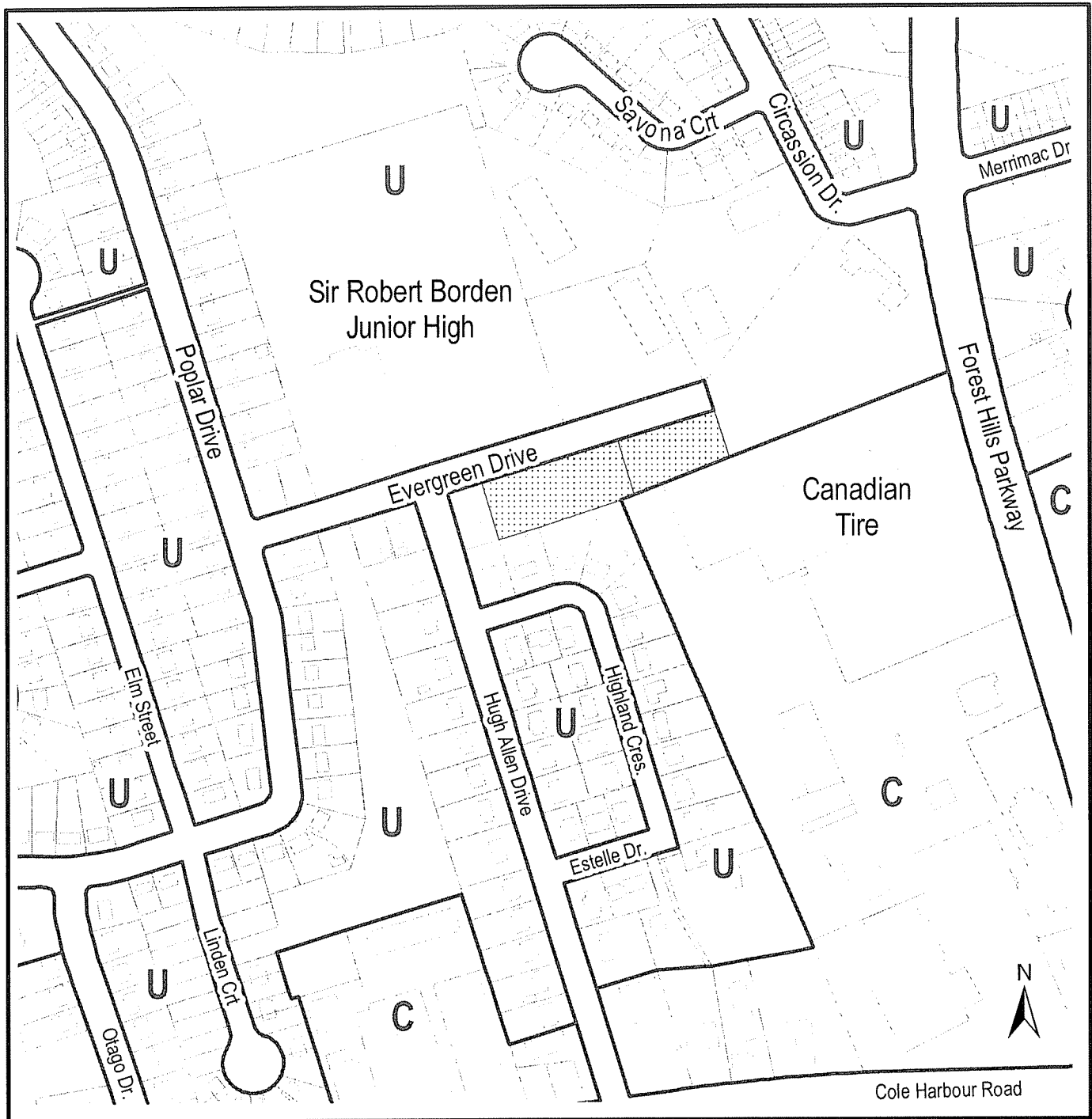
Zone

R-1	Single Unit Dwelling
R-2	Two Unit Dwelling
R-5	Rowhouse Dwelling
C-2	General Business
P-1	Open Space
P-2	Community Facility
PUD	Plan Unit Development



This map is an unofficial reproduction of a portion of the Zoning Map for the Cole Harbour/Westphal Land Use By-law area

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



Map 2 Generalized Future Land Use



COMMUNITY DEVELOPMENT
PLANNING SERVICES



This map is an unofficial reproduction of a portion of the Generalized Future Land Use Map for the Cole Harbour/Westphal Plan area.

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

- Designation**
-  Subject Properties
 - C Community Commercial
 - U Urban Residential

Cole Harbour/Westphal Plan Area

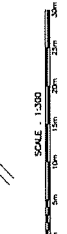
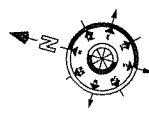
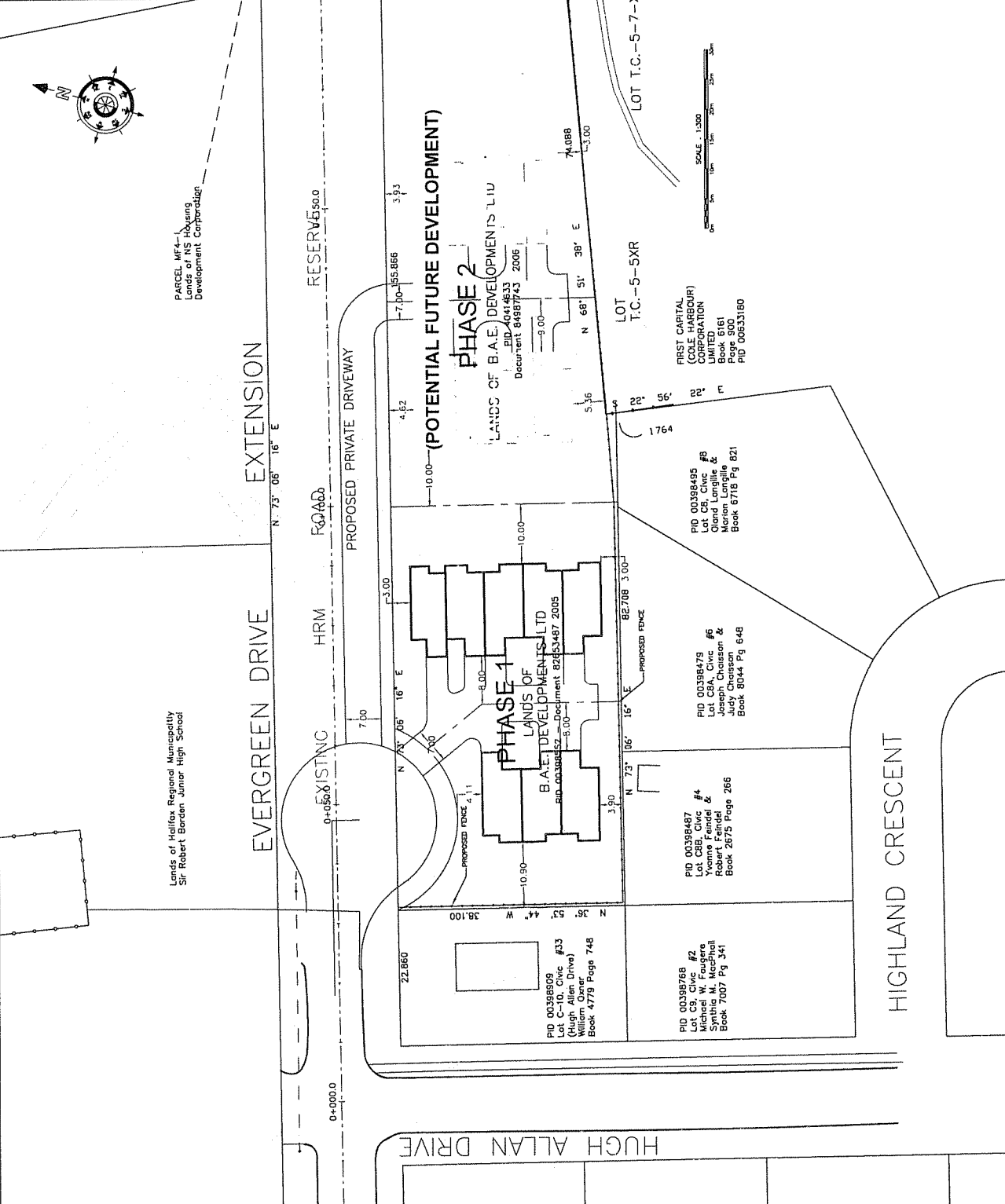
Map 3: Concept Plan

PLAN	LEGEND	PROPOSED
EXISTING	AS SHOWN	PROPOSED
1. CONDUIT	---	---
2. POWER	---	---
3. TELEPHONE	---	---
4. FIBRE OPTIC	---	---
5. CABLE TV	---	---
6. AIR	---	---
7. WATER	---	---
8. GAS	---	---
9. RAINWATER	---	---
10. WASTE WATER	---	---
11. STORM WATER	---	---
12. DRIVE	---	---
13. SIDEWALK	---	---
14. CURB	---	---
15. EDGE OF PAVEMENT	---	---
16. DRIVE	---	---
17. DRIVE	---	---
18. DRIVE	---	---
19. DRIVE	---	---
20. DRIVE	---	---
21. DRIVE	---	---

NOTES

1. DRAWING SCALE: 1:500 METRIC.
2. ALL DIMENSIONS SHOWN IN METRIC UNITS OF MILLIMETRES.
3. ALL DIMENSIONS SHOWN IN METRIC UNITS OF METRES.
4. ALL DIMENSIONS SHOWN IN METRIC UNITS OF KILOMETRES.
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9. ALL DIMENSIONS SHOWN IN METRIC UNITS OF KILOMETRES.
10. ALL DIMENSIONS SHOWN IN METRIC UNITS OF KILOMETRES.

THIS PLAN WAS PREPARED BY
ALAN G. WOODS
REGISTERED PROFESSIONAL ENGINEER
IN THE PROVINCE OF NEW BRUNSWICK
NO. 0000000000
DATE: 2018-01-26



Lands of Halifax Regional Municipality
Sir Robert Borden Junior High School

PARCEL M/F-4
Lands of B.A.E. Developments
Development Corporation

EVERGREEN DRIVE

RESERVE 50.0

EXISTING HRM ROAD

PROPOSED PRIVATE DRIVEWAY

HIGHLAND CRESCENT

HUGH ALLAN DRIVE

FIRST CAPITAL
(COLE HARBOR)
CORPORATION
LIMITED
Book 6161
Page 5043
PID 00693180

PID 00398495
Lot CBB, Civic #8
Grand Langille &
Merion Langille
Book 6718 Pg 621

PID 00398479
Lot C8A, Civic #6
Joseph Chausson &
Judy Chausson
Book 8044 Pg 648

PID 00398487
Lot C8B, Civic #4
Yvonne Feindal &
Robert Feindal
Book 2675 Page 266

PID 00398788 #2
Lot C8, Civic #2
Michelle W. Fougere
Sylvia M. McPhail
Book 7007 Pg 341

PID 00398509
Lot C-10, Civic #33
(High Allen Drive)
William Osmer
Book 4779 Page 748

Summit Rock Developments Ltd. ENGINEERING CONSULTANTS 2100 WALKER ST. SUITE 1000 DARTMOUTH, NS Phone: 922-1111 Fax: 922-1111	
EastPoint ENGINEERING LTD. 101 WALKER ST. SUITE 1000 DARTMOUTH, NS Phone: 922-1111 Fax: 922-1111	

EVERGREEN DRIVE
DARTMOUTH, NS

**PRELIMINARY
CONCEPT PLAN**

Date:	2018-01-26	Drawn:	A. H. WOODS	Project No.:	80701
Scale:	1:500	Engineer:	Alan Woods	Plan No.:	C-101
Author:	A. Woods	Approved:		Sheet:	1 OF 3
Revision:		Checked:		000000000	

Attachment A: Proposed Development Agreement

THIS AGREEMENT made this day of , 2008,

BETWEEN:

B.A.E. DEVELOPMENTS LTD.
a body corporate, in the Halifax Regional Municipality,
Province of Nova Scotia (hereinafter called the "Developer")

OF THE FIRST PART

- and -

HALIFAX REGIONAL MUNICIPALITY,
a municipal body corporate,
(hereinafter called the "Municipality")

OF THE SECOND PART

WHEREAS the Developer is the registered owner of certain lands located on Evergreen Drive, PIDs 00398522 and 40414633, Cole Harbour 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 two-phase townhouse development comprising 16 dwelling units on the Lands pursuant to the provisions of the Municipal Government Act and pursuant to Policies UR-8 and IM-11 of the Cole Harbour/Westphal Municipal Planning Strategy;

AND WHEREAS the Harbour East Community Council approved this request at a meeting held on , 2008, referenced as Municipal Case Number 01145;

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 Regional Subdivision By-law

Except as otherwise provided for herein, the development and use of the Lands shall comply with the requirements of the Cole Harbour/Westphal Land Use By-law and the Regional Subdivision By-law, as may be amended from time to time.

1.3 Applicability of Other By-laws, Statutes and Regulations

Further to Section 1.2, nothing in this Agreement shall exempt or be taken to exempt the Developer, lot 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 to the extent varied by this Agreement), or any statute or regulation of the Provincial/Federal Government and the Developer or Owner agrees to observe and comply with all such laws, by-laws and regulations in connection with the development and use of the Lands.

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 HRM 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.

1.4 Conflict

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

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 regulations, by-laws or codes applicable to any 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 All words unless otherwise specifically defined herein shall be as defined in the Cole Harbor/Westphal Land Use By-law and the Regional Subdivision By-law.

PART 3: USE OF LANDS AND DEVELOPMENT PROVISIONS

3.1 Schedules and Development of the Lands

The Developer shall develop the Lands in a manner, which, in the opinion of the Development Officer, conforms with the Schedules attached to this Agreement and the plans filed in the Halifax Regional Municipality as Case Number 01145.

The schedules are:

- Schedule A: Legal Description of the Lands
- Schedule B: Concept Plan
- Schedule C: Preliminary Landscaping Plan
- Schedule D: Building Elevations

3.2 Requirements Prior to Approval

3.2.1 Prior to construction of any Phase or portion thereof, the Developer agrees to enter into a Municipal Service Agreement with the Municipality that conforms with the provisions of the Regional Subdivision By-Law, the Municipal Service System Design Guidelines and this Agreement.

- 3.2.2 Prior to the issuance of a Development Permit, the Developer shall submit the following unless otherwise stated by the Municipality:
- (a) A Stormwater Management Plan, Erosion and Sedimentation Control Plan and Master Site/Grading Plan prepared by a qualified Professional Engineer and in accordance with Part 5 (Environmental Protection) of this Agreement; and
 - (b) Plans and details regarding the proposed sewer and water servicing and the proposed extension of Evergreen Drive prepared by a qualified Professional Engineer and in accordance with Part 4 (Streets and Municipal Services) of this Agreement.
- 3.2.3 Prior to the issuance of a Construction Permit, the Developer shall provide the following to the Development Officer, unless otherwise stated by the Municipality:
- (a) Lighting Plan in accordance with Section 3.7 of this Agreement;
 - (b) Landscaping Plan in accordance with Section 3.8 of this Agreement; and
 - (c) Certification, to the satisfaction of the Development Officer, that an opaque fence, required pursuant to Section 3.9 of this Agreement, has been erected on the applicable Phase(s) of the Lands subject to the permit application(s), as illustrated on Schedule B.
- 3.2.4 Prior to the issuance of the first Occupancy Permit, the Developer shall provide the following to the Development Officer, unless otherwise stated by the Municipality:
- (a) Written confirmation from the Development Engineer indicating compliance with Part 4 of this Agreement;
 - (b) Certification from a qualified Professional Engineer that the Developer has complied with the required Erosion and Sedimentation Control Plan required pursuant to Part 5 of this Agreement;
 - (c) Certification from a qualified Professional Engineer indicating that the Developer has complied with the Stormwater Management Plan and Master/Site Grading Plan required pursuant to Part 5 of this Agreement;
 - (d) Confirmation from the Development Officer that the requirements of Section 3.7 (Lighting Plan) have been satisfied; and
 - (e) Certification from a professional Landscape Architect indicating that the Developer has complied with the Landscaping Plan required pursuant to Section 3.8 of this Agreement.
- 3.2.5 Both parties agree that initial development of the Lands shall be limited to a maximum

of 8 dwelling units. Development of a maximum of 8 additional townhouse units shall be permitted as generally illustrated on Schedule B, provided that the following conditions are met:

- (a) The Municipality has determined that there is adequate capacity in the sanitary sewer system to service the additional development;
- (b) Council has approved a non-substantive amendment to this Agreement to permit the additional development, in accordance with Subsection 6.2 (e) of this Agreement; and
- (c) The additional development conforms with all terms and conditions of this Agreement.

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

3.3 General Description of Land Use

The use of the Lands permitted by this Agreement are the following:

- (a) A townhouse development consisting of a maximum of 8 dwelling units within the area identified on Schedule B as Phase 1;
- (b) Both parties agree that, notwithstanding any other provision of this Agreement, development of a maximum of 8 dwelling units comprising Phase 2 of the proposal may be developed provided that the requirements set out in Sections 3.2.5 and 6.3 (e) of this Agreement have been met; and
- (c) Any use permitted within the Single Unit Dwelling (R-1) Zone, subject to the provisions contained within the Cole Harbor/Westphal Land Use By-law, provided that no more than 8 dwelling units are developed on the Lands unless approved pursuant to Sub-section 6.2 (c) of this Agreement.

3.4 Detailed Provisions for Land Use

- 3.4.1 All townhouse dwellings must meet the requirements of the Townhouse (R-5) Zone, as set out in the Cole Harbour/Westphal Land Use By-law except where specifically varied by this Agreement.
- 3.4.2 Notwithstanding the frontage and area requirements set out in Section 11.2 of the Cole Harbour/Westphal Land Use By-law, the following shall be permitted pursuant to this Agreement:
- (a) A maximum of 8 townhouse dwelling units shall be permitted on a single lot in each phase of the development as illustrated on Schedule B; and
 - (b) The minimum lot frontage requirements shall be waived provided that no more than 8 dwelling units are located within each phase and access to each phase is provided via a shared private driveway that meets all applicable standards and specifications for a commercial driveway in the opinion of the Development Engineer.
- 3.4.3 Notwithstanding Subsection 11.3 (c) of the Cole Harbour/Westphal Land Use By-law, the Development Officer may approve alterations to the exterior of one or more dwelling units, provided that such alterations are consistent with the intent of this Agreement with regard to colour, materials, design and any other matter deemed applicable by the Development Officer.
- 3.4.4 The Developer agrees that each Phase of the townhouse development, as illustrated on Schedule B of this Agreement, shall be owned and managed by a single legal entity such as a Condominium Corporation or equivalent. A Condominium Corporation By-law or equivalent, shall be submitted to the Development Officer prior to the issuance of a Construction Permit for any units proposed within each Phase. The By-law shall include provisions for external building facade maintenance and landscaping to ensure architectural consistency throughout the townhouse units, and provisions that waive the Municipality of any and all responsibility respecting services, road maintenance, garbage collection and snow removal.
- 3.4.5 The Developer agrees that, for the purposes of calculating density or the number of residential dwelling units on the Lands, each individual townhouse unit owned and managed by a single entity such as a Condominium Corporation or equivalent, shall be counted as one (1) dwelling unit. For example, a group of eight (8) townhouse units located on a single property shall be counted as eight (8) dwelling units.
- 3.4.6 Front yard setbacks shall generally conform to those illustrated on Schedule B, in the opinion of the Development Officer.

3.5 Siting and Architectural Requirements

- 3.5.1 The Developer agrees that the buildings constructed on the Lands shall comply with the concept plan attached to this Agreement as Schedule B and the building elevations attached to this Agreement as Schedule D, in the opinion of the Development Officer.
- 3.5.2 Exterior building materials shall include stone, brick or an acceptable equivalent in the opinion of the Development Officer, as illustrated on Schedule D.
- 3.5.3 All building facades of the townhouse blocks shall contain recesses and/or projections, as illustrated on the Schedules, to avoid the appearance of long flat walls.
- 3.5.4 Any exposed foundation wall in excess of one (1) metre shall be architecturally detailed, veneered with stone, brick or stucco, painted or treated in another manner deemed acceptable to the Development Officer.
- 3.5.5 Trim shall be provided around all windows.
- 3.5.6 Height shall be determined for each individual dwelling unit rather than for each townhouse block.
- 3.5.7 The Development Officer may approve modifications to the architectural requirements of this section and the building elevations attached as Schedule D, provided the changes are consistent with the intent of this Agreement and minor in nature, in the opinion of the Development Officer.

3.6 Parking, Circulation and Access

- 3.6.1 The layout of the shared driveways and the number and layout of individual driveways and parking spaces on the Lands shall be as generally illustrated on Schedule B.
- 3.6.2 All parking areas, individual driveways, and shared accesses and driveways shall have a finished hard surface such as asphalt, concrete, paving blocks or an acceptable equivalent in the opinion of the Development Officer.
- 3.6.3 The Development Officer may approve changes to the parking and circulation layout illustrated on Schedules B and C provided that such changes are minor in nature and consistent with the intent of this Agreement, in the opinion of the Development Officer.

3.7 Building and Site Lighting

- 3.7.1 The Developer agrees that lighting shall be directed to driveways, parking areas, building entrances and walkways and shall be arranged so as to divert the light away from streets, adjacent lots and buildings.

- 3.7.2 Prior to the issuance of a Construction Permit, the Developer shall prepare a Lighting Plan and submit it to the Development Officer. The Lighting Plan shall contain, but shall not be limited to, the following:
- (a) Plans indicating the location on the premises, and the type of illuminating devices, fixtures, lamps, supports, other devices; and
 - (b) The Lighting Plan and description shall contain sufficient detail to enable the Development Officer to ensure compliance with the requirements of Section 3.7. If such plan and description cannot enable this ready determination, by reason of the nature or configuration of the devices, fixtures or lamps proposed, the applicant shall submit evidence of compliance by certified test reports as performed by a recognized testing lab.

3.8 Landscaping

- 3.8.1 Prior to the issuance of a Construction Permit, the Developer agrees to submit a Landscaping Plan which complies with the provisions of this section and generally conforms with the overall intentions of the preliminary landscape details shown on Schedule C. The Landscaping Plan shall be prepared by a Landscape Architect (a full member, in good standing with Canadian Society of Landscape Architects) and comply with all provisions of this section.
- 3.8.2 All plant material shall conform to the Canadian Nursery Trades Association Metric Guide Specifications and Standards and sodded areas to the Canadian Nursery Sod Growers' Specifications.
- 3.8.3 The Developer agrees that landscaping or appropriate vegetative cover shall be provided in all disturbed areas not occupied by buildings, walkways, driveways and parking areas except for areas where natural vegetative cover is maintained.
- 3.8.4 Further to Subsection 3.8.3, landscaped areas shall be grassed or include landscape features such as mulch, stone, water features, perennials, annuals, shrubs or other vegetation and features deemed acceptable by the Development Officer.
- 3.8.5 A row of trees shall be planted inside the proposed fence on the Lands adjacent to all abutting residential properties on Highland Crescent and Hugh Allen Drive as generally illustrated on Schedule C, which, when mature, will act as an additional visual screen above the fence, in the opinion of the Landscape Architect that prepares the Landscape Plan. Any new trees shall have a minimum caliper of 60 mm measured at a height of 300 mm above the ground.

Existing trees on the Lands may be retained in lieu of new trees provided that they are clearly illustrated on the Landscaping Plan and the Landscape Architect that prepares the Plan is of the opinion that the trees to be retained would survive and thrive following

development and removal of some of the surrounding vegetation.

3.8.6 **Landscape Details**

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).

- 3.8.7 Any tree shown on the Landscaping Plan required pursuant to Section 3.8 of this Agreement removed without authorization of the Development Officer shall be replaced with two new trees of a similar species and a minimum caliper of 60 mm measured at a height of 300 mm above the ground, at the expense of the property owner.

3.8.8 **Compliance with Landscaping Plan**

Prior to issuance of the first 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 Agreement.

- 3.8.9 Notwithstanding Subsection 3.8.8 the Occupancy Permit may be issued provided the Developer supplies a security deposit in the amount of 110 per cent of the estimated cost to complete the landscaping. 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 this Agreement. The Developer shall be responsible for all costs in this regard exceeding the deposit. The security deposit or unused portion of the security deposit shall be returned to the Developer upon completion of the work and its certification.

- 3.8.10 The Development Officer may authorize changes to the Landscaping Plan required pursuant to this Agreement if such changes are proposed by a professional Landscape Architect.

3.9 **Fencing**

The Developer agrees to provide a solid board wood fence, a minimum of six (6) feet in height, on the southern boundary of the Lands as illustrated on Schedule C. Provided that the fence is six (6) feet in height, it may also consist of five (5) feet of solid board fence and one (1) foot of lattice or be comprised of another material which would render the fence opaque in the opinion of the Development Officer.

3.10 Maintenance

The Developer, while owner of the Lands, and all future property owner(s) shall maintain and keep in good repair all portions of the development on the Lands, including but not limited to, the interior and exterior of the buildings, fencing, walkways, recreational amenities, parking areas and driveways, and the maintenance of all landscaping including the replacement of damaged or dead plant stock, trimming and litter control, garbage removal and snow removal/salting of walkways and driveways. Maintenance of the development shall be the responsibility of the property owner and the Developer shall ensure that future property owners are aware of their obligations to maintain and keep in good repair all portions of the development.

PART 4: STREETS AND MUNICIPAL SERVICES

4.1 General Provisions

All design and construction shall conform with the HRM Municipal Service Systems Design Guidelines unless otherwise provided for in this Agreement and approved in writing by the Development Engineer prior to undertaking the work. The Development Officer, in consultation with the Development Engineer, may give consideration to minor changes to the shared accesses and driveways, provided the modifications serve to maintain or enhance the intent of this Agreement.

4.2 No Construction Permit shall be issued for the development or any portion thereof, until construction of all primary services (defined as sanitary sewer, storm sewer, water system and hydrants, sewer and water service laterals to the street line, surface drainage, curb and gutter with base, roadway with sub-base and first lift asphalt, street signs, underground electrical services) have been completed to the satisfaction of the Development Engineer.

4.3 Notwithstanding Section 4.2, the Development Officer may, in consultation with the Development Engineer, issue a Construction Permit if security has been provided to the Municipality to cover the cost of any incomplete primary and secondary services as specified by the Development Engineer. Such security shall be in the amount of 110 per cent of the estimated cost of completion of all outstanding work. The security shall be in favour of the Municipality and may be in the form of a certified cheque or irrevocable, automatically renewable letter of credit in the Municipality's name issued by a chartered bank. The security shall be returned to the Developer only upon completion of all work, as described herein and illustrated on the Schedules, and as approved by the Municipality. Should the Developer not complete the work within a time period specified by the Development Engineer prior to the security being issued in favour of the Municipality, the Municipality may use the deposit to complete the work as set out in the above subsections. The Developer shall be responsible for all cost 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.

4.4 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.

4.5 Underground Services

All secondary electrical, telephone and cable service to all dwelling units shall be underground installation.

4.6 Site Preparation

The Developer shall not commence clearing, excavation and blasting activities required for the installation of municipal services and road construction in association with the proposed development prior to receiving final approval of the design unless otherwise permitted by the Development Officer, in consultation with the Development Engineer.

4.7 Streets

The extension to Evergreen Drive and private driveway shall be developed as generally shown on Schedule B. All street and driveway construction shall conform with the Municipal Service Systems Design Guidelines specifications and any other applicable Municipal standards unless otherwise provided for in this Agreement and shall be approved in writing by the Development Engineer prior to undertaking the work. The Development Officer, in consultation with the Development Engineer, may give consideration to minor changes to the street extension and driveway, provided the modifications serve to maintain or enhance the intent of this Agreement, in the opinion of the Municipality.

4.8 Municipal Water Distribution System

The water distribution system shall conform with all design and construction requirements of Halifax Water unless otherwise deemed acceptable to and approved by Halifax Water.

4.9 Sanitary Sewer

The sanitary sewer system shall conform with all design and construction standards of the Municipal Service Systems Design Guidelines, unless otherwise deemed acceptable to and approved in writing by the Development Engineer.

PART 5: ENVIRONMENTAL PROTECTION MEASURES

5.1 Stormwater Management Plan

The Developer shall engage a qualified Professional Engineer to prepare a Stormwater Management Plan which identifies structural and vegetative stormwater management measures such as, infiltration, retention, and detentions controls, wetlands, vegetative swales, filter strips, and buffers to minimize any significant adverse impacts on receiving watercourse during and after construction. The plans shall indicate the sequence of construction, the areas to be disturbed, all proposed erosion and sedimentation control measures and stormwater management measures, including a monitoring/sampling program, which are to be in place prior to and during development of that phase.

5.2 Erosion and Sedimentation Control Plan

The Developer agrees to have prepared by a Professional Engineer and submitted to the Municipality for review by the Development Engineer and the Department of the Environment (if applicable) a detailed Erosion and Sedimentation Control Plan for each phase of the development. The plans shall comply with the Erosion and Sedimentation Control Handbook for Construction Sites as prepared and revised from time to time by the Nova Scotia Department of the Environment. Notwithstanding other Sections of this Agreement, no work is permitted on the site until the requirements of this Section have been met and implemented.

5.3 Master/Site Grading Plan

The Developer agrees to have prepared by a qualified Professional Engineer and submitted to the Municipality for review and approval by the Development Engineer, a detailed Master Site/Grading Plan for each phase of the development. No work is permitted on the Lands until the requirements of this clause have been met and implemented unless otherwise stated in this Agreement and approved by the Development Engineer.

5.4 Stormwater Management System

The Developer agrees to construct at its own expense the Stormwater Management System associated with the proposed development. The Developer shall provide certification from a Professional Engineer that the system, or any phase thereof, has been constructed in accordance with the approved design.

5.5 Failure to Conform to Plans

If the Developer fails at any time during any site work or construction to fully conform to the requirements set out under Part 5 of this Agreement, the Municipality shall require that all site and construction works cease, except for works which may be approved by the Development Engineer to ensure compliance with the environmental protection plans.

5.6 Erosion Control

No Occupancy Permit shall be issued unless the entire lot is either fully stabilized with sod or is temporarily stabilized and maintained with a covering of plastic or other such measures approved by the Development Engineer. Any temporary stabilization of the lot shall be replaced with final landscaping (top soil and sod) within six (6) months of the issuance of the Occupancy Permit. The owner of the lot shall be responsible for ensuring that any temporary stabilization materials are replaced and/or maintained on an as-required basis to ensure that exposed soil is adequately stabilized at all times.

PART 6: AMENDMENTS

6.1 Substantive Amendments

Amendments to any matters not identified under Section 6.2 shall be deemed substantive and may only be amended in accordance with the approval requirements of the Municipal Government Act.

6.2 Non-Substantive Amendments

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

- (a) The granting of an extension to the date of commencement of development as identified in Section 8.3 of this Agreement;
- (b) The granting of an extension to the length of time for the completion of the development as identified in Section 8.3.3 or 8.4 of this Agreement; and

- (c) Approval of a maximum of 8 additional dwelling units, as generally illustrated on Schedule B, as set out in Subsection 3.2.5 of this Agreement.

PART 7: ENFORCEMENT AND RIGHTS AND REMEDIES ON DEFAULT

7.1 Enforcement

The Developer agrees that any officer appointed by the Municipality to enforce this Agreement shall be granted access onto the Lands during all reasonable hours without obtaining consent of the Developer. The Developer further agrees that, upon receiving written notification from an officer of the Municipality to inspect the interior of any building located on the Lands, the Developer agrees to allow for such an inspection during any reasonable hour within one (1) day of receiving such a request.

7.2 Failure to Comply

If the Developer fails to observe or perform any covenant or condition of this Agreement after the Municipality has given the Developer ten (10) days written notice of the failure or default, except that such notice is waived in matters concerning environmental protection and mitigation, then in each such case:

- (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 development agreement, whereupon all reasonable expenses whether arising out of the entry onto the lands or from the performance of the covenants or remedial action, shall be a first lien on 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; and
- (d) In addition to the above remedies the Municipality reserves the right to pursue any other remediation under the Municipal Government Act or Common Law in order to ensure compliance with this Agreement.

PART 8: REGISTRATION, EFFECT OF CONVEYANCES AND DISCHARGE

8.1 Registration

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

8.2 Subsequent Owners

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

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

8.3 Commencement of Development

8.3.1 In the event that development has not commenced within five (5) years from the date of registration of this Agreement at the Registry of Deeds, as indicated herein, the Municipality may, by resolution of Council, either discharge this Agreement, whereupon this Agreement shall have no further force or effect, or upon the written request of the Developer, grant an extension to the date of commencement of construction.

8.3.2 For the purposes of this section, development shall mean completion of the footings for the proposed building.

8.3.3 If the Developer(s) fails to complete the development, or after 20 years from the date of registration of this Agreement at the Registry of Deeds, whichever time period is less, Council may review this Agreement, in whole or in part, and may:

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

8.4 Completion of Development

Upon the completion of the development or portions thereof, or within/after 20 years from the date of registration of this Agreement with the Registry of Deeds, whichever time period is less, Council may review this Agreement, in whole or in part, and may:

- (a) Retain the Agreement in its present form;
- (b) Negotiate a new Agreement; or
- (c) Discharge this Agreement on the condition that for those portions of the development that are deemed complete by Council, the Developer's rights hereunder are preserved and the Council shall apply appropriate zoning pursuant to the Municipal Planning Strategy and Land Use By-law for Cole Harbour/Westphal, as amended from time to time.

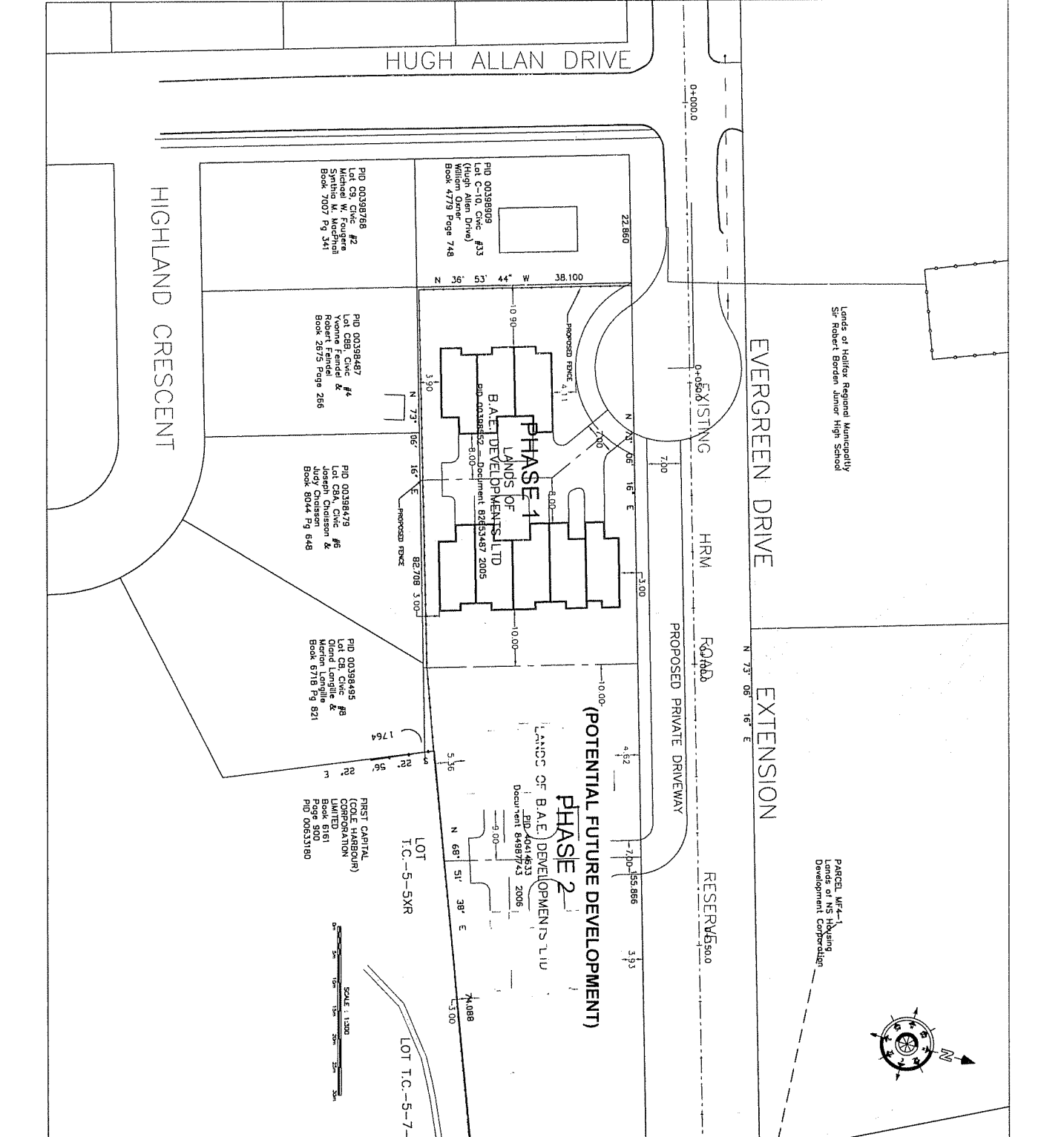
WITNESS that this Agreement, made in triplicate, was properly executed by the respective Parties on this _____ day of _____, A.D., 2008.

SIGNED, SEALED AND DELIVERED
in the presence of

) B.A.E. DEVELOPMENTS LTD.
)
) Per: _____
)

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

)
)
) HALIFAX REGIONAL MUNICIPALITY
) Per: _____
) MAYOR
)
) Per: _____
) MUNICIPAL CLERK
)



**Schedule B:
Concept Plan**

PLAN LEGEND	
EXISTING	PROPOSED

NOTES

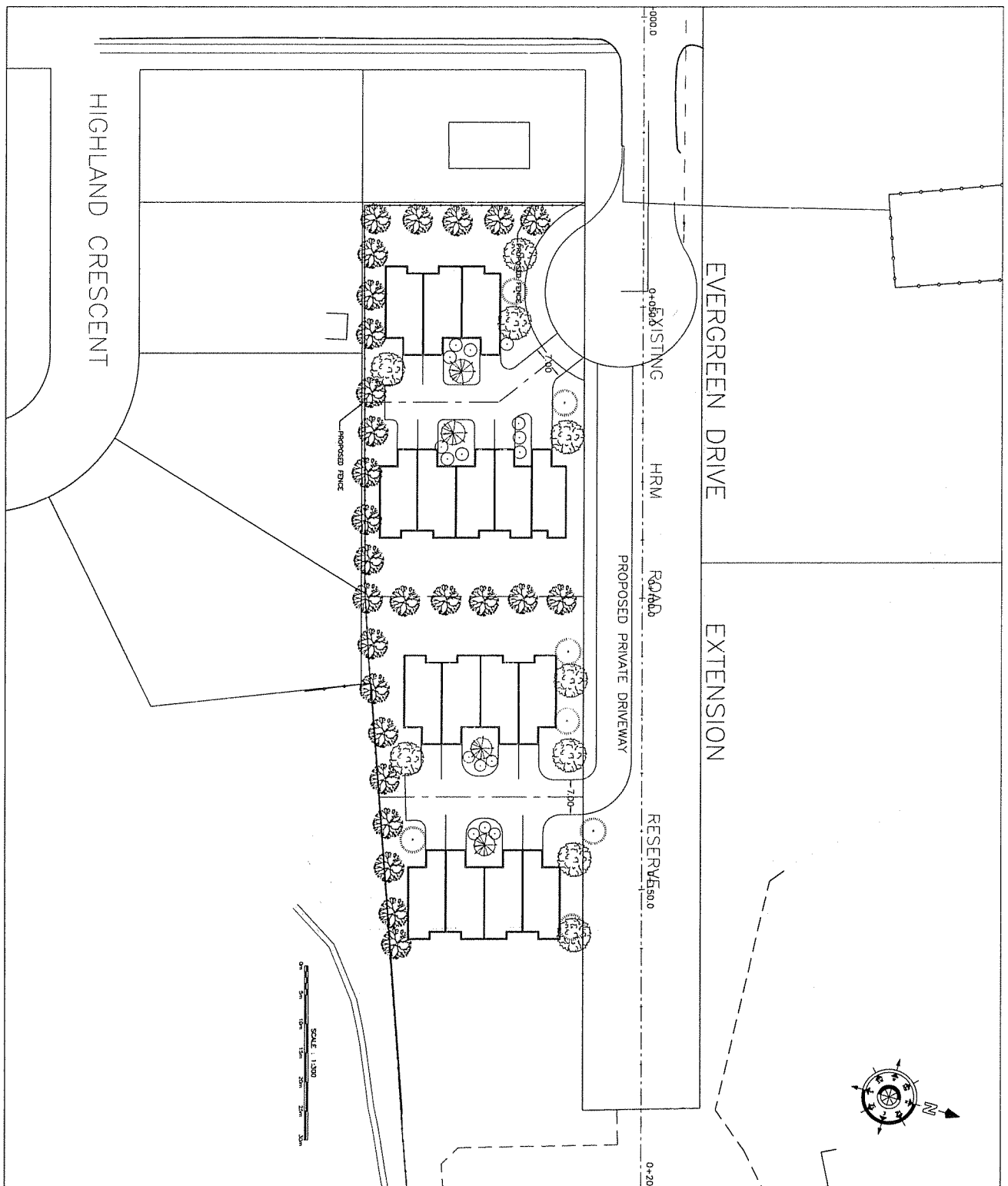
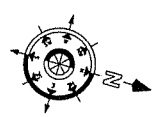
1. DRAINAGE FLOOD PLAIN SYSTEM.
2. ALL DEVELOPMENTS SHALL BE IN ACCORDANCE WITH THE ZONING BY-LAW.
3. ALL DEVELOPMENTS SHALL BE IN ACCORDANCE WITH THE SUBDIVISION ACT AND REGULATIONS THEREUNDER.
4. ALL DEVELOPMENTS SHALL BE IN ACCORDANCE WITH THE LAND USE ACT AND REGULATIONS THEREUNDER.
5. ALL DEVELOPMENTS SHALL BE IN ACCORDANCE WITH THE MUNICIPALITY OF HELLIFOX ZONING BY-LAW AND REGULATIONS THEREUNDER.
6. ALL DEVELOPMENTS SHALL BE IN ACCORDANCE WITH THE MUNICIPALITY OF HELLIFOX SUBDIVISION ACT AND REGULATIONS THEREUNDER.
7. ALL DEVELOPMENTS SHALL BE IN ACCORDANCE WITH THE MUNICIPALITY OF HELLIFOX LAND USE ACT AND REGULATIONS THEREUNDER.
8. ALL DEVELOPMENTS SHALL BE IN ACCORDANCE WITH THE MUNICIPALITY OF HELLIFOX ZONING BY-LAW AND REGULATIONS THEREUNDER.
9. ALL DEVELOPMENTS SHALL BE IN ACCORDANCE WITH THE MUNICIPALITY OF HELLIFOX SUBDIVISION ACT AND REGULATIONS THEREUNDER.
10. ALL DEVELOPMENTS SHALL BE IN ACCORDANCE WITH THE MUNICIPALITY OF HELLIFOX LAND USE ACT AND REGULATIONS THEREUNDER.

**Summit Rock
Developments Ltd.**
1000 ROUTE 25, SUITE 100, HELLIFOX, NS B3B 2C5
Tel: 902-231-1111
www.summitrock.com

EastPoint
Engineering & Construction Ltd.
1000 ROUTE 25, SUITE 100, HELLIFOX, NS B3B 2C5
Tel: 902-231-1111
www.eastpoint.ca

PRELIMINARY CONCEPT PLAN	Project No. 80701
Author: K. H. Borden	Drawn: C. - 101
Scale: 1 of 3	Sheet No.: 00000000

Schedule C: Preliminary Landscape Plan



EXISTING	PLAN	LEGEND	PROPOSED
△	N/S	CONDUIT	WAPACOVER
○	○	TRUNK	TRUNK
○	○	MIDRANGE	MIDRANGE
○	○	SMALL	SMALL
○	○	PLANT	PLANT
○	○	EDIC	EDIC
○	○	EDIC	EDIC
○	○	EDIC	EDIC

NOTES
 1. DRAINAGE SCALE: 1:200 VERTICAL
 2. ALL DIMENSIONS SHOWN IN LETTER CASE UNLESS NOTED OTHERWISE
 3. PLOT SYMBOLS AND CODES ARE GIVEN IN THE PLAN AND SHALL BE IN THE FIELD
 4. DIMENSIONS SHOWN ON THIS PLAN ARE FOR INFORMATION ONLY
 5. THIS PLAN IS PRELIMINARY AND IS SUBJECT TO CHANGE WITHOUT NOTICE
 6. THE DESIGNER ASSUMES RESPONSIBILITY FOR THE ACCURACY OF THE DATA AND INFORMATION PROVIDED BY THE CLIENT

Summit Rock
Developments Ltd.
 1001, ROAD 51, SUITE 100
 DARTMOUTH, NS
 CANADA B5B 2W7

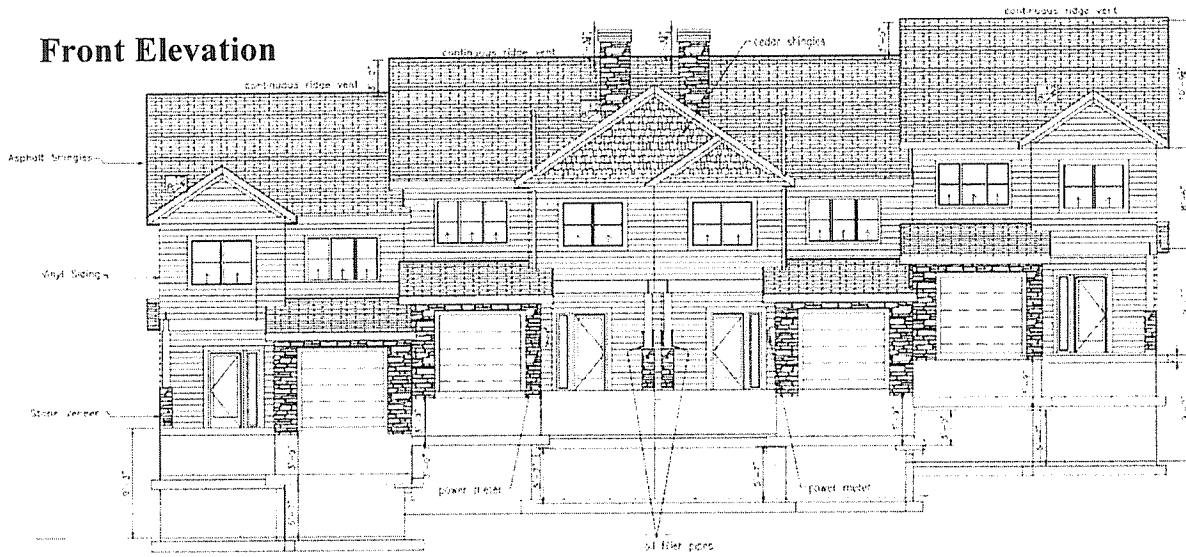
EastPoint
 ENGINEERING LTD.
 1001, ROAD 51, SUITE 100
 DARTMOUTH, NS
 CANADA B5B 2W7

NO.	DATE	DESCRIPTION	BY	CHKD.

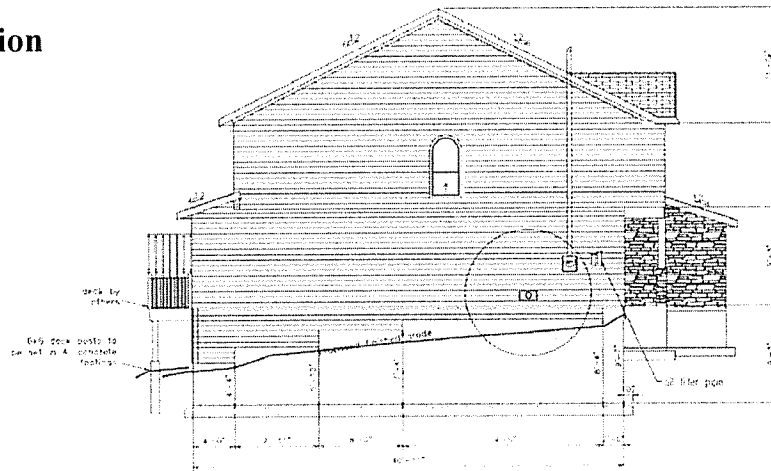
<p style="text-align: center;">PRELIMINARY LANDSCAPING PLAN</p>	
<p>DATE: 14/2008</p> <p>SCALE: 1:200</p> <p>PROJECT: 80701</p>	<p>CLIENT: K. H. MOON</p> <p>DESIGNER: IBB</p> <p>APPROVED: IBB</p> <p>SCALE: 1:100</p> <p>SHEET: 3 OF 3</p> <p>0000000000</p>

Schedule "D" Building Elevations

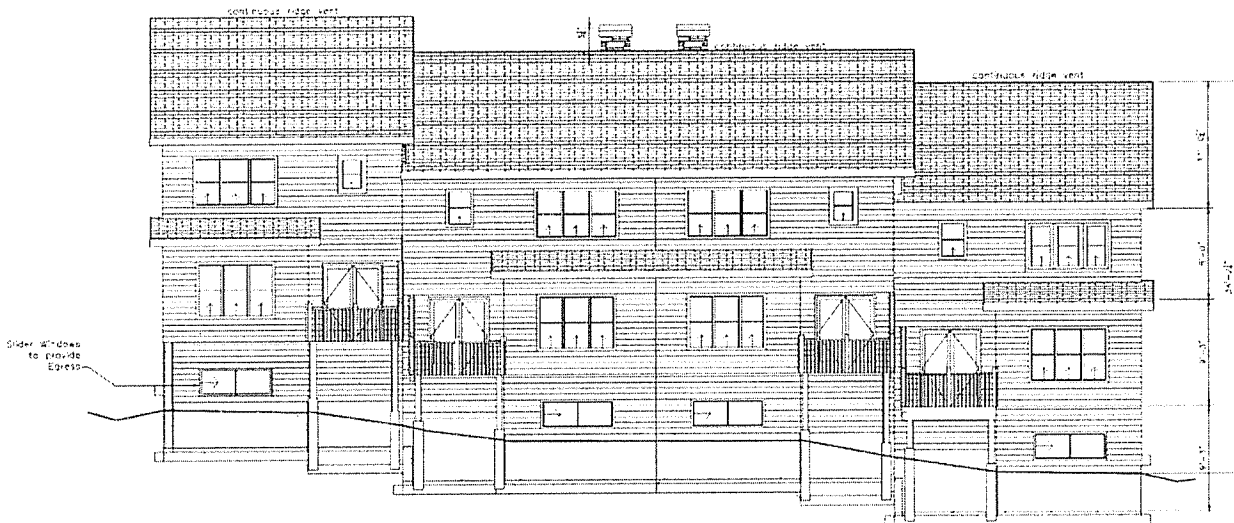
Front Elevation



Side Elevation



Rear Elevation



Attachment B: Excerpts from the Cole Harbour/Westphal MPS

Within the Urban Residential Designation, the intention is to maintain the single unit dwelling as the predominant type of housing. In providing for a mixture of housing types with emphasis on single unit development, the planning strategy sets out specific criteria and procedures for considering two unit dwellings, mobiles, townhouses and multiple unit dwellings. A ratio of low density (single unit) housing to higher density housing of 70:30 is established as a general target for an overall housing mix in the Plan Area, and is intended to provide a framework in considering applications for specific development proposals. This ratio maintains the existing mixture within the community.

UR-4 It shall be the intention of Council to establish a general objective of 70:30 as a housing mixture ratio between single unit dwellings and other types of residential dwelling units within the Plan Area.

Townhouse Dwelling Units

Townhouse development will be accommodated through both the rezoning and development agreement processes. The rezoning process is most appropriate where each individual townhouse unit has direct frontage and driveway access onto a public street, while the development agreement mechanism provides an opportunity for individual units to have frontage and access onto an internal road access located within the area covered by the development agreement. Normal subdivision regulations which require direct frontage and access can be varied by the development agreement.

In considering a proposal for townhouse development, care must be taken to ensure that such units are properly integrated into the community. Characteristics of townhouse developments such as numerous closely spaced driveways, grouped dwelling units, and front yard parking, require that care be taken in siting townhouse development. Controls established in a townhouse zone or through a development agreement will address building and site design details in order to achieve compatibility with adjacent residential development.

UR-7 Notwithstanding Policy UR-2, it shall be the intention of Council, within the Urban Residential Designation, to establish a townhouse zone which permits townhouse dwellings where each dwelling unit is located on a separate lot and has direct access to a public street. Within the zone, there will be controls on parking areas, driveways and access locations, as well as controls on the maximum number of units per building. Council shall only permit new townhouse dwellings by amendment to the land use by-law and with regard to the following:

- (a) that individual dwelling units do not have direct access to an arterial or mayor collector street, as defined on Map 3 - Transportation;
- (b) that municipal central services are available and capable of supporting the development;

- (c) the adequacy of separation distances from low density residential developments;
- (d) the impact on traffic circulation and, in particular, sighting distances and entrances and exits to the site;
- (e) preference for a site in close proximity to community facilities such as schools, recreation areas and transit routes;
- (f) the effect of the development on the overall housing mixture within the community; and
- (g) the provisions of Policy IM-11.

UR-8 Notwithstanding Policies UR-2 and UR-7, it shall be the intention of Council to consider townhouse developments within the Urban Residential Designation which do not provide direct access from each unit to a public street, according the development agreement provisions of the Planning Act. In considering such an agreement, Council shall have regard to the following:

- (a) that each unit in the townhouse development be located on a separate lot with direct access to an internal private driveway serving all units and having access to a public street;
- (b) that the development includes a minimum area of twenty thousand (20,000) square feet;
- (c) that municipal central services are available and capable of supporting the development;
- (d) the adequacy of separation distances from low density residential development;
- (e) that site design features including landscaping, parking areas and driveways are of an adequate size and design to meet the needs of residents of the development and to address potential impacts on adjacent development;
- (f) that the height, bulk, lot coverage and appearance of any building is compatible with adjacent uses;
- (g) general maintenance of the development;
- (h) preference for a site in close proximity to community facilities such as schools, recreation areas and transit routes;
- (i) the effect of the development on the overall housing mixture within the community; and

- (j) the provisions of Policy IM-11.

IM-11 In considering amendments to the land use by-law or development agreements, in addition to all other criteria as set out in various policies of this planning strategy, Cole Harbour/Westphal Community Council shall have appropriate regard to the following matters:

- (a) that the proposal is in conformity with the intent of this planning strategy and with the requirements of all other municipal by-laws and regulations;
- (b) that the proposal is not premature or inappropriate by reason of:
- (i) the financial capability of the Municipality to absorb any costs relating to the development;
 - (ii) the adequacy of sewer and water services;
 - (iii) the adequacy or proximity of school, recreation and other community facilities;
 - (iv) the adequacy of road networks leading or adjacent to or within the development; and
 - (v) the potential for damage to or destruction of designated historic buildings and sites.
- (c) that controls are placed on the proposed development so as to reduce conflict with any adjacent or nearby land uses by reason of:
- (i) type of use;
 - (ii) height, bulk and lot coverage of any proposed building;
 - (iii) traffic generation, access to and egress from the site, and parking;
 - (iv) open storage;
 - (v) signs; and
 - (vi) any other relevant matter of planning concern.
- (d) that the proposed site is suitable in terms of steepness of grades, soil and geological conditions, locations of watercourses, potable water supplies, marshes or bogs and susceptibility to flooding; and
- (e) any other relevant matter of planning concern.
- (f) Within any designation, where a holding zone has been established pursuant to "Infrastructure Charges - Policy IC-6", Subdivision Approval shall be subject to the provisions of the Subdivision By-law respecting the maximum number of lots created per year, except in accordance with the development agreement provisions of the MGA and the "Infrastructure Charges" Policies of this MPS.
(Regional Council - July 2, 2002, Effective - August 17, 2002)

Attachment C: Excerpts from the Cole Harbour/Westphal LUB

PART 11: R-5 (ROWHOUSE DWELLING) ZONE

11.1 R-5 USES PERMITTED

No development permit shall be issued in any R-5 (Rowhouse Dwelling) Zone except for the following:

Residential Uses

Rowhouse dwellings.

Community Uses

Open space uses.

11.2 R-5 ZONE REQUIREMENTS: RESIDENTIAL USES

In any R-5 Zone, where uses are permitted as Residential Uses, no development permit shall be issued except in conformity with the following:

Minimum Lot Area	2,000 square feet (1858.1 m ²) per dwelling unit where each dwelling unit of a rowhouse dwelling is located on a separate lot and where central services are available
Minimum Frontage	20 feet (6.1 m) per dwelling unit where each dwelling unit of a rowhouse dwelling is located on a separate lot and where central services are available
Minimum Front or Flankage Yard	20 feet (6.1 m)
Minimum Rear Yard	8 feet (2.4 m)
Minimum Side Yard	10 feet (3 m) or 0.0 feet (0.0 m) from the side being common with another dwelling unit
Maximum Lot Coverage	35 percent
Maximum Height of Main Building	35 feet (10.7 m)
Minimum Width of Main Building	20 feet (6.1 m)

11.3 OTHER REQUIREMENTS: ROWHOUSE DWELLINGS

Where rowhouse dwellings are erected in any R-5 Zone, no such building shall:

- (a) include more than eight (8) dwelling units;
- (b) be designed so that more than two (2) dwelling units are constructed to a building line which is less than two (2) feet (0.2 m) in variation from the building line of any unit abutting either of the two units; and
- (c) undergo any exterior alteration to individual units after construction.

11.4 R-5 ZONE REQUIREMENTS: COMMUNITY USES

In any R-5 zone, where uses are permitted as Community Uses, no development permit shall be issued except in conformity with the provisions of Part 20.

PART 7: R-1 (SINGLE UNIT DWELLING) ZONE

7.1 R-1 USES PERMITTED

No development permit shall be issued in any R-1 (Single Unit Dwelling) Zone except for the following:

Residential Uses

Single unit dwellings;
Home business uses in conjunction with permitted dwellings;
Daycare facilities for not more than fourteen (14) children and in conjunction with permitted dwellings.

Community Uses

Open space uses.

7.2 R-1 ZONE REQUIREMENTS: RESIDENTIAL USES

In any R-1 Zone, where uses are permitted as Residential Uses, no development permit shall be issued except in conformity with the following:

Minimum Lot Area:	central services	6,000 square feet (557.4 m ²)
	on-site services	20,000 square feet (1858.1 m ²)
Minimum Frontage:	central services	60 feet (18.3 m)
	on-site services	100 feet (30.5 m)
Minimum Front or Flankage Yard		20 feet (6.1 m)
Minimum Rear or Side Yard		8 feet (2.4 m)
Maximum Lot Coverage		35 percent
Maximum Height of Main Building		35 feet (10.7 m)
Minimum Width of Main Building		20 feet (6.1 m)

7.3 OTHER REQUIREMENTS: HOME BUSINESS USES

Where home business uses are permitted in any R-1 Zone, the following shall apply:

- (a) Any business shall be wholly contained within the dwelling which is the principal residence of the operator of the business.
- (b) No accessory building shall be used for the storage or display of materials, goods, supplies or equipment related to the operation of the business.
- (c) No more than twenty-five (25) per cent of the gross floor area shall be devoted to any business use, and in no case shall any business use occupy more than three hundred (300) square feet (27.9 m²) gross floor area.
- (d) No mechanical equipment shall be used except that which is reasonably consistent with the use of a dwelling and which does not create a nuisance by virtue of noise, vibration, glare, odour or dust or which is obnoxious.
- (e) No outdoor storage or display of materials, goods, supplies, or equipment related to the operation of the business use shall be permitted.
- (f) No more than one (1) sign, which shall be affixed to the main dwelling, shall be permitted for any business and no such sign shall exceed two (2) square feet (0.2 m²) in area.

-
- (g) One (1) off-street parking space, other than that required for the dwelling shall be provided for every one hundred and fifty (150) square feet (13.9 m²) of floor area devoted to any business.
 - (h) No exterior alterations to the dwelling related to the business use shall be permitted except to meet fire safety, structural safety, or health regulations.
 - (i) No retail operation shall be permitted except where retail is accessory to a business use which involves the production of goods or crafts or the provision of a service.

7.4 R-1 ZONE REQUIREMENTS: COMMUNITY USES

In any R-1 Zone, where uses are permitted as Community Uses, no development permit shall be issued except in conformity with the provisions of Part 20.

7.5 OTHER REQUIREMENTS: DAY CARE FACILITIES

Where day care facilities are permitted in any R-1 Zone, the following shall apply:

- (a) With the exception of outdoor play space, any day care facility shall be wholly contained within the dwelling, which is the principal residence of the operator of the facility.
- (b) No open storage or outdoor display shall be permitted.
- (c) No more than one (1) sign shall be permitted for any facility and no such sign shall exceed two (2) square feet (0.2 m²) in area.
- (d) One off-street parking space, other than that required for the dwelling, shall be provided.

Attachment D: Public Information Meeting Minutes

**HALIFAX REGIONAL MUNICIPALITY
PUBLIC INFORMATION MEETING
CASE NO. 01145 - Evergreen Drive**

**7:00 p.m.
Monday, June 2nd, 2008
Sir Robert Jr. High School**

STAFF IN

ATTENDANCE: Joseph Driscoll, Planner, Planning Applications
Brendan Ewing, BAE Developments, Applicant
Holly Kent, Planning Technician
Councillor Bill Karsten
Jennifer Weagle, Planning Controller

PUBLIC IN

ATTENDANCE: 16

The meeting commenced at approximately 7:01 p.m.

1. Opening remarks/Introductions/Purpose of meeting

Mr. Joseph Driscoll, Planner, Planning Applications, called the meeting to order at approximately 7:00 p.m. in the Sir Robert Borden Junior High School library, 16 Evergreen Drive, Dartmouth.

Mr. Driscoll advised that the application is to enter into a development agreement to permit development of eight (8) townhouse units on an undeveloped lot located on an unbuilt extension of Evergreen Drive, just east of Hugh Allen Drive and south of Sir Robert Borden Junior High School. Under the proposal, Evergreen Drive would be extended to form a short cul-de-sac that the eight proposed units would front on.

Mr. Driscoll reviewed the application process, noting that the public information meeting is an initial step, whereby HRM reviews and identifies the scope of the application and seeks input from the neighbourhood. The application will then be brought forward to Harbour East Community Council which will hold a public hearing at a later date, prior to making a decision on the proposed development.

Mr. Driscoll reviewed the two subject properties, noting that they are designated Urban Residential and zoned R-1 (single unit dwelling). The two properties are approximately 60,000 sq. ft. in size collectively and are currently undeveloped.

Mr. Driscoll explained that in some cases Council can consider a use which is not permitted on a property as of right under the Land Use By-law, either through a re-zoning or a development agreement application. The Municipal Planning Strategy (MPS) allows for applications for townhouses through either the re-zoning or development agreement approach. A development agreement is a legal contract between HRM and the land owner to allow specific uses to happen subject to specific conditions. The development agreement approach allows for a greater degree of control for site specific considerations than a re-zoning would.

Mr. Driscoll advised that when staff make their recommendation and when Council makes their decision the primary focus is to ensure that a proposal adheres to the policy evaluation criteria set out in the MPS. If Council does not feel that the proposal meets the test of those policies, the application would be rejected. This criteria allows for guidance and consistency in decision making.

Mr. Driscoll reviewed clauses that would be included in the development agreement such as the layout of the proposal; the architectural design of the buildings, including construction materials; lighting; landscaping; maintenance; buffering. He went on to explain that a development agreement stays with the property, and even if the property is sold, the development agreement would continue with the new property owner. Future owners of the townhouse units would also be bound to the terms of the development agreement.

Mr. Driscoll reviewed the proposal and preliminary site plan, noting the following:

- The application would involve an extension of Evergreen Drive, past Hugh Allen Drive to form a cul-de-sac.
- HRM is only considering development of eight units on this site at this time, and any future development beyond the eight units would be dependant on future sewer capacity. The issue being that currently the Eastern Passage Sewer Treatment Plant is at capacity during normal periods and can at times exceed capacity.
- Any future development beyond the eight units may likely be by an amendment to the development agreement, which would also require that the proposal goes back to Council for approval.
- The lot standards that would be put in place under this proposal exceed all of the requirements put forward in the townhouse zone.
- The rear yard set back proposed by the applicant is 40 feet, 20 feet of which would be dedicated to tree retention and planting of new trees.
- Under the HRM subdivision process, any application for subdivision must also include a dedication of a percentage of the subject lands for parkland in the form of land or cash-in-lieu. Parkland Planning staff determine whether land or the equivalent amount of money would be appropriate for the site. In this case, it is recommended that money would be appropriate, which would be put back into existing parkland facilities.
- After the public information meeting this evening, a more detailed review of the application will take place, including transportation, parkland, sewer and water staff. Staff will negotiate the proposal with the applicant, taking into consideration comments from residents at tonight's meeting.

- Staff will then bring forward a recommendation report to Council, recommending whether the proposal should be approved or rejected based on whether the application adheres to the policy criteria set out in the MPS. The development agreement would then be forwarded to Harbour East Community Council for their decision. Prior to Council making a decision, Council will hold a public hearing for an opportunity for further public input.
- An appeal process is included in the through the Nova Scotia Utility and Review Board.

Mr. Brendan Ewing, BAE Developments, Applicant, provided an overview of the proposal, noting the following:

- The proposal includes eight townhouse units, in two blocks of four units. Policy permitting, he would like to increase the number of units in the future, dependant on sewer capacity as discussed earlier by Mr. Driscoll.
- The location of the units is accommodating to all demographics because they are within walking distance to all major amenities located in the area.
- The feeder schools for the area have the capacity to assume additional children which may be residents of the units.
- The subject lands are a potential hazard in the current state, being a hang out for students, and there have been signs of bonfires at the bottom section of the property. The proposed development would eliminate that potential hazard.
- The design will compliment the homes in the area and be aesthetically pleasing, while providing privacy to the neighbouring property owners and residents.
- The property will only be excavated to build the road and build the units.
- The forrested area at the back of the property will be maintained, and new seedlings will be planted. The landscaping plan was developed by a professional arborist.
- Fences will be constructed between the properties for privacy of individual units.
- Construction materials will include cedar shake shingles, stone pillars and walls.

In closing Mr. Ewing commented that he believes the proposed development would be complimentary to the existing neighbourhood, and will provide a private setting for residents interested in a healthy, pedestrian oriented lifestyle.

2. Questions and Answers

Ms. Katheryn Patterson commented that proposed eight townhouse units, plus potential future units will result in a very high density, in comparison to the existing single family dwellings. She questioned how many future units may be proposed.

Mr. Ewing advised that currently eight single units are proposed. Future units would be dependant on future sewer capacity; however, based on the land available, another four to six units may be built.

Ms. Patterson commented on past issues with the designation of commercial and parkland areas in the community, in particular a property at Hugh Allen Drive and Cole Harbour Road, which was changed to a commercial zoning to allow a shopping centre with access off Hugh Allen Drive, without input from residents. She noted that a policy has since been put into place because of this, but the neighbourhood feels put upon and she does not think the proposal is acceptable. The developers of this commercial property promised a tree buffer zone but it did not happen.

Mr. Driscoll commented that he is not aware of the specific case Ms. Patterson spoke of and cannot comment on it at this time. The intent of the MPS is to ensure a test is in place to ensure that impact on adjacent properties is minimized. A buffer requirement could be included in the development agreement for this proposal, and would be enforced.

Ms. Patterson questioned why Mr. Ewing is proposing townhouses as opposed to single family dwellings.

Mr. Ewing responded that based on market analysis and demographics, people are looking for compact, versatile living, and the units will be ideal for first time home buyers. The compact design of the townhouse units will allow for the units to be built on one side of the street, instead of both sides of the street.

Councillor Karsten requested that the history of the commercial development Ms. Patterson spoke of be forwarded to him.

Ms. Shirley Stuart noted concerns with increased traffic in the neighbourhood with the development of this proposal, and future units. Hugh Allen Drive is already used as a thoroughfare, and there is much traffic to and from the school, the bank, and the senior's home. She noted that long time residents of the subdivision have been living in the area for 30-40 years.

Mr. Ewing advised that as a part of the application, a traffic study was done.

Mr. Driscoll clarified that the development agreement will be tied to these properties, and that the cul-de-sac will limit future development. He also clarified that the application is only for eight units, and any future additional units will be subject to an amendment process which would have to come back to Council again for approval, and may include further public consultation.

Mr. Bob Feindel indicated that he spoke with Mr. Ewing approximately 1 ½ years ago about his plans for the property, which as he recalls was to subdivide the property into six or eight 60 foot lots. He inquired why he had changed his plans?

Mr. Ewing responded that at the time of his conversation with Mr. Feindel, he was undecided on the development. He recalls telling Mr. Feindel that the property is zoned for single family units. He clarified that he is the sole owner of the property.

Mr. Feindel indicated that from the HRM GIS system, he has a map that shows that the driveway to the senior's home is currently under review, and requested clarification on this review.

Mr. Driscoll clarified that the senior's home driveway could not be extended to the cul-de-sac. He further clarified that he is unsure why the driveway is under review, but it is likely a civic addressing review for emergency response purposes.

Mr. Ewing and Mr. Driscoll clarified that the road right-of-way only extends to the end of the second property, and Evergreen Drive could not be extended to the Forrest Hills Parkway because of the senior's home property.

Mr. William Oxner commented that this development will directly impact his property. He requested that Councillor Karsten look into these properties, because he had the understanding that the subject properties were six lots, not two. He advised that he has been living in the neighbourhood for 38 years and was unaware of the consolidation of these lots.

Mr. Driscoll clarified that public consultation is not carried out for a simple amalgamation of lots.

Mr. Oxner advised that it was in the constitution of the Highland Subdivision when the subdivision was first developed that there were to be no exits off Hugh Allen Drive. Also, it was his understanding that Evergreen Drive was just for an entrance to the school property. Mr. Oxner voiced concern that children residents from the proposed development will short cut across his property, which is a corner lot, noting that school children and people walking their dogs currently short cut across his property. He also questioned how sewer and water services will be applied to the property.

Mr. Ewing advised that the sidewalk will be extended along Evergreen Drive, which would deter people from short cutting across Mr. Oxner's property.

Mr. Driscoll advised that sewer and water services are the responsibility of the developer to install, and engineering standards will apply.

Mr. Oxner noted concern with water and sewer services being pumped up grade from his property to the new development and how this may affect his property in the event of heavy rain. He requested information on the grade levels and elevations of his property and the subject properties. He also requested copies of the proposed development details.

Mr. Ewing also clarified that at the time that he purchased the subject lands, they were two properties owned by two different owners.

Ms. Nancy Barkhouse questioned whether it is possible for the developer to build single family units as opposed to townhouses.

Mr. Ewing responded that considering the demographics of the area, current market analysis, and the layout of the land, townhouses are the best use for this property.

Ms. Shirley Stuart commented that this was the first subdivision in Cole Harbour, and there are currently 40-50 homes in the subdivision. She inquired whether, should everyone in the subdivision be opposed to the proposed development, if Councillor Karsten would support the application.

Councillor Karsten advised that he is here to listen to the resident's comments objectively. He commented that decisions should not be based on emotion, but should be based on policy. Councillor Karsten advised that he cannot comment on the proposed development until he has reviewed the staff report, which will be produced after tonight's meeting.

Mr. Jim Calnan, clarified that there seems to be a negative assumption that townhouses are low income housing, which is not accurate. He understands that these units will be sold for individual sale, not rented, and commented that townhouses are selling for upwards of \$250,000.

Mr. Ewing confirmed that the units will be listed for individual sale for approximately \$250,000.

Mr. Driscoll commented that townhouses are becoming more popular, and new developments are containing a mixture of housing types. The trends have changed and townhouses are no longer only associated with low income social housing. Mr. Driscoll advised that the sale price cannot be factored in the development agreement; however, construction materials and design, items associated with quality development can be. Also, the costs to the developer associated with the purchase of the property, construction of the road, sewer and water, along with the construction of the townhouses, precludes any low income development. He clarified that it is often a misconception that existing resident's property values will be decreased with the introduction of townhouses to the neighbourhood.

Mr. Bob Feindel inquired why the developer is proposing the eight units be split into two blocks of four units.

Mr. Ewing clarified that he wanted to break up the units for aesthetic reasons. He also clarified that fences will be constructed between the individual properties and that a fence is not planned along the back of the property because he plans to keep the trees and plant additional trees as a buffer.

Mr. Feindel noted concern that if a fence is not constructed at the back of the property, people will short cut between the two townhouse blocks through the back of the property.

Mr. Ewing commented that less shortcutting will happen across a developed, inhabited property than across the current vacant lots.

Mr. Feindel inquired what the dimensions of the building frontage and depth will be.

Mr. Ewing advised that each townhouse unit will be about 25 feet wide, and 36 feet deep. The front of the units will be stone, and the units will be two storeys with basement (no walk out basement).

Mr. Driscoll commented that the presence of people in the units will likely deter trespassing and crime. Consideration will be given to this issue in the development agreement, perhaps using the principles of Crime Prevention Through Environmental Design (CPTED).

Mr. Feindel suggested that the installation of a full fence along the back of the properties will be a small sacrifice to eliminate the problem of trespassing.

Ms. Marion Langille, inquired what effect the development will have on her property.

Mr. Ewing advised that his property adjacent to Ms. Langille's property will remain intact.

Ms. Katherine Patterson advised that Robert Kempt Turner Elementary School is one of the schools being considered for closure.

Mr. Driscoll advised that with each application, comment is requested from the School Board. In this case they have indicated that area schools can support the development. He noted that the School Board requested that the townhouse units face the school.

Ms. Yvonne Feindel inquired whether a drainage system will be constructed.

Mr. Ewing advised that as a part of the storm management program, and a storm water drainage ditch will be installed.

Mr. Driscoll commented that the design of the drainage system will have to comply with HRM standards. He explained that Mr. Ewing will hire an engineer to design the drainage system, who will have the plans reviewed by HRM engineers prior to construction.

Ms. Shirley Stuart inquired when this would go to Council.

Mr. Driscoll advised that he anticipates this development going to Council in the fall.

Mr. Ewing commented that his goal is to have the units completed by next fall.

Ms. Kathryn Patterson inquired why Mr. Ewing did not consult with the neighbourhood prior to purchasing the land.

Mr. Ewing advised that consultation prior to purchasing a property is not required. He further commented that the reason for tonight's meeting is to consult with residents.

Mr. Driscoll advised, at the request of attendees, that he will provide the contact information for the Planning Department, Councillor Karsten, and the developer at the end of the meeting.

Ms. Nancy Barkhouse inquired whether existing residents taxes will increase because of this development.

Mr. Driscoll advised that that is a difficult question to answer, as taxes are generally based on market value, and not only on your own property, but on an area. If there is a change in the value of properties being bought and sold in that area, it is possible that there would be somewhat of an effect on your property.

Ms. Shirley Stuart inquired whether there will be another public meeting on this development held in the neighbourhood.

Mr. Driscoll advised that there will be a public hearing on this development, and another public information meeting can be arranged if deemed necessary. For example, if there are significant changes to the proposal, another public information meeting will be held. Typically, one public information meeting is held, and normally there would have to be a change in schedule, or a major change to the development to warrant holding another.

Ms. Stuart indicated that not all residents in the notification area had read the notification letter about tonight's meeting.

Mr. Ewing noted that the notice for tonight's meeting was also posted in the newspaper for two weeks.

Mr. Driscoll advised that anyone wishing to speak at the public hearing on this development will be provided with five minutes to do so.

Councillor Karsten clarified that the public hearing is more formal, and the minutes from tonight's meeting will be included in the staff report to Council, so Council will have the opportunity to review tonight's discussion.

Mr. Jim Calnan asked staff and the developer to keep in mind that the playground at the elementary school needs to be replaced, and suggested that this could be the cash-in-lieu of parkland contribution.

Mr. Driscoll commented that this could be suggested. He noted that the allocation of funds is directed by Council, and staff cannot direct that through a development agreement.

Councillor Karsten commented that the Robert Kempt Turner Elementary School playground is a high priority for replacement and the School Board is aware of HRM's intent to replace the playground. Through HRM's budget process in February/March 2008 Council was able to commit \$30,000 and Councillor Karsten will be committing \$15,000 from his district capital fund toward the replacement of the playground. Minister of Health Promotion Barry Barnett will be at the school to announce their contribution next week of \$45,000.

Ms. Judith Chaisson commented that she will have five families living in her backyard. She advised that she would greatly appreciate a fence at the back of the property as opposed to trees.

Mr. William Oxner inquired how tall the townhouses will be.

Mr. Driscoll advised that the units will be between 30-35 feet high.

Mr. Oxner commented that it was written in the Charter for the subdivision that no building shall be constructed over 24 or 26 feet high, and that the CIBC was held to that height control when they were constructing the bank.

Mr. Driscoll clarified that the as-of-right height permitted in the R1 zone is 35 feet, and the units would not be higher than that.

Mr. Bob Feindel inquired what the 'PUD' zoning for the Canadian tire property stands for.

Mr. Driscoll advised that 'PUD' stands for Planned Unit Development and is sometimes referred to as Comprehensive Development District. In a PUD a development can only take place by development agreement, and there is no as-of-right development.

Ms. Katheryn Patterson inquired whether the R1 zoning of the property will change.

Mr. Driscoll clarified that the zoning will remain R1.

Mr. Bob Feindel inquired how long planning staff have been using development agreements.

Mr. Driscoll advised that development agreements have been used for decades.

Mr. Feindel inquired why there is not a description of a development agreement on the HRM website.

Mr. Driscoll confirmed that only the Land Use By-laws are currently available online, and clarified that development agreements are enabled through the Municipal Planning Strategy, which is a slightly higher level policy document than the LUBs. He also confirmed that the height restriction of 35 feet would be included in the development agreement.

Mr. Ewing further clarified that the Subdivision By-law is available online.

Councillor Karsten clarified that the draft development agreement for this proposal will be included in the staff report and available to the public weeks before the public hearing.

Mr. Jim Calnan commented that residents are concerned about the height of the townhouses because of a potential loss of privacy. He inquired whether Mr. Ewing planned to stay with the grade of the property.

Mr. Ewing advised that he will follow the existing grade of the property, and the reason for proposing to maintain the existing tree line was to protect the privacy of residents.

Mr. Driscoll clarified that height is measured from the finished grade.

Mr. Bob Feindel inquired about the future use of the fill that was taken from Hugh Allen Drive and Highland Crescent, which is now on the school property.

Mr. Driscoll advised that he is unaware of the future plans for the fill but he could try to find out.

Mr. William Oxner commented that his property is at a disadvantage because he is below street level, and noted that it is important that the grade levels don't change.

Mr. Ewing confirmed that the grade will follow the land contour.

Mr. Oxner asked that a four foot high rock cage fence and eight foot high chain link fence be installed along his property line to protect his property from people shortcutting.

Mr. Driscoll commented that most homeowners share a backyard with their neighbours, and the future residents of the proposed development will not necessarily contribute to Mr. Oxner's trespassing problem.

Mr. Bob Feindel commented that he thinks the tree buffer is a great idea, and questioned whether the trees would be protected from future owners of the proposal cutting them down.

Mr. Driscoll advised that clauses protecting the trees can be included in the restrictive covenants for each townhouse, and also in the development agreement.

Mr. Feindel inquired whether a clause could be incorporated whereby if a tree is damaged and has to be removed if two could be planted in its place.

Mr. Driscoll indicated that such a clause could be included in the development agreement. He noted that the developer has proposed a combination of tree retention and planting.

3. Closing Comments

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

4. Adjournment

The meeting adjourned at approximately 9:00 p.m.

Schedule E: Submissions on Revised Proposal

Submission 1:

Hello Mr Driscoll,

My wife and I attended the PIM meeting held at Sir Robert Borden Junior High on June 2/08 and are now responding to the latest HRM mailout which explains the revisions to the BAE Development Ltd. proposal. I would first like to say that we are pleased with the professionalism shown to date by Brendon Ewing and commend him for his efforts to construct what appears to be a high quality project which can be an asset to the neighbourhood. However, with reference to the HRM mailout, there are some items that cause us concern, and if not handled properly, WILL have a negative impact on our property. They are as follows:

Re the Yard Setbacks and Fencing section we make the following observations and demands: (1) The building setback to our property has been drastically reduced to 3.9 metres. The justification given for this reduced setback in the HRM mailout is the fact that the side wall of the end unit will contain only one window. The one-window configuration (located in a stairwell) is acceptable to us, not just at the initial construction, but also forever into the future. We need our future privacy protected by means of some guarantee that initial and future owners of that unit will never be able to add more windows to the wall facing us. That needs to be a condition of the Agreement of Purchase and Sale or some such other legally binding document. (2) At the June 2 PIM we explained the need for a fence, and we are pleased that a fence is now a part of the revised proposal. Since the fence is to provide privacy and prevent foot traffic between the properties, it must be a solid board style, or semi-solid board-on-board, and at least 2 metres high to prevent climbing. A large opening (driveways) is now proposed between the two townhouses, and without a HIGH fence, it will offer school kids an easy shortcut from the school property to Highland Cres.

Re the Landscaping section: The reduced setback allows for no protection of existing trees, although the HRM mailout does state that a row of trees will be planted parallel to the new fence. We all know how long it takes for young trees to grow to a size that would provide a privacy screen similar the mature trees that are there now. There are some nice mature trees growing near the property line, and as many of these as possible should be saved for immediate privacy. New trees proposed to be planted along the fence should supplement those that exist now. As with the one-window scenario, initial and future owners need to be bound by some type of legal document that will prohibit them from removing any trees from their properties. If it is not too much to ask, we would like to have some input what trees will or will not be saved and the species to be planted by the developer.

These are our comments. Thank you for your time.

Robert & Yvonne Feindel

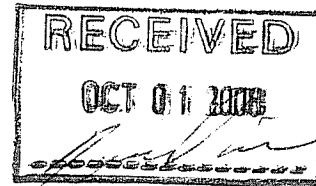
Submission 2:

The Church of St. Andrew

2 Circassion Drive, Cole Harbour, NS
B2W 5C2

Email: [REDACTED]

Website: churchof saintandrew.org



October 1, 2008

BY FACSIMILE: 490-4346

Planning Services
Eastern Region
P.O. Box 1749
Halifax NS B3J 3A5

Attention: Joseph Driscoll

**Re: Proposal Case # 01145
Evergreen Drive
BAE Developments Ltd.**

The Anglican Church of Saint Andrews, located at 2 Circassion Drive, was recently mailed a copy of the revised proposal for development of undeveloped lots PID 00398552 and PID 404414633 on Evergreen Drive by BAE Developments Ltd. In respect of the deadline of October 12, 2008 to submit input to this proposal, we would like to express our concern on how the development is to utilize the "Existing HRM Road Reserve".

The Church of Saint Andrew's property includes an unused portion of land that abuts on lot PID 404414633 and the base of the Evergreen Drive road reserve. The land is wooded and is located at the rear of the church parking lot near a senior citizens complex. The wooded area has been somewhat of an issue with law enforcement as it has been used as a hangout by the area's youth.

It has been the desire of the church to possibly develop the property in the future, which would alleviate the issue along with providing the church with much needed revenue. The Church of Saint Andrew opens onto Circassion Drive in a shared driveway with the senior citizens complex. The wooded land is not accessible by that route, and can only be developed from Evergreen Drive. Therefore the ability to have access to the property from Evergreen Drive is crucial to allow the lands to ever be developed by either the church itself or sold to be developed by another party.

The revised proposal with the planned private driveway to access Phase 2, will negatively impact the future development options for the Church of Saint Andrew. In order to access the Evergreen Drive Extension or road reserve right of way, we would be required to develop the entire roadway past lots PID 00398552 and PID 404414633.

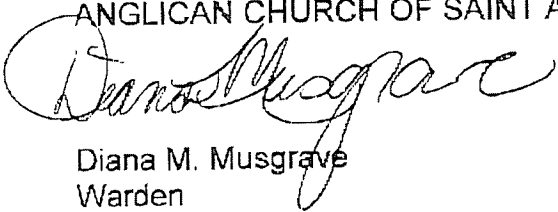
The cost of such roadway would be huge, with as yet no available information on who would be required to cost share. The present proposal will allow access by means of a less costly private driveway down the Evergreen Drive Extension.

We are concerned that by HRM approving Proposal Case # 01145, they will be giving approval in principal for phase two. We understand that by so doing, this issue will no longer require a Public Information Meeting and we will no longer have any input on the reasonable development of our property as neighbouring lands that would be adversely affected by the proposal.

As stated in the information sheet we would appreciate the sharing of this letter with the area Councillor.

Thank you for your consideration

ANGLICAN CHURCH OF SAINT ANDREWS



Diana M. Musgrave
Warden