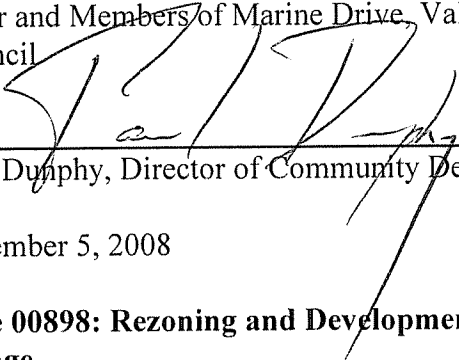


**TO:** Chair and Members of Marine Drive, Valley and Canal Community Council

**SUBMITTED BY:**   
Paul Dupphy, Director of Community Development

**DATE:** December 5, 2008

**SUBJECT:** **Case 00898: Rezoning and Development Agreement - Lost Creek Village**

**ORIGIN**

An application by Lost Creek Village Inc., on behalf of Keith and Hugh Barrett, to enter into a development agreement for Phases 5 - 10 of Lost Creek Village in Beaver Bank and rezone a 40 acre property from Mixed Use 1 (MU-1) to Comprehensive Development District (CDD).

**RECOMMENDATION**

It is recommended that Marine Drive, Valley and Canal Community Council:

1. Give First Reading to the proposed rezoning of PID 40871626 and a portion of PID 00500959 from Mixed Use 1 (MU-1) to Comprehensive Development District (CDD), as set out in Attachment A of this report, and schedule a public hearing;
2. Give Notice of Motion to consider the proposed development agreement set out in Attachment B of this report and schedule a public hearing;
3. Approve the proposed rezoning of PID 40871626 and a portion of PID 00500959 from MU-1 to CDD.

Contingent upon the approval of the above rezoning of PID 40871626 to CDD, and the rezoning becoming effective, as set out under the *Municipal Government Act*, it is further recommended that Marine Drive, Valley and Canal Community Council:

1. Approve the proposed development agreement to permit development of Phases 5- 10 of Lost Creek Village, as set out in Attachment B of this report; and
2. Require the agreement be signed and delivered within 120 days, or any extension thereof granted by Marine Drive, Valley and Canal Community Council on request of the applicant, from the date of final approval of said agreement by Marine Drive, Valley and Canal 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.

## **EXECUTIVE SUMMARY**

Lost Creek Village Inc. has applied to develop the remaining phases (Phases 5 - 10) of Lost Creek Village in Beaver Bank by development agreement. The lands, which total approximately 410 acres, are part of a Concept Plan approved by HRM on September 19, 2003. Phases 1 - 4 of this Concept Plan are being developed through the as-of-right subdivision approval process. This development agreement application for Phases 5-10 was submitted in April 2006, prior to notice of HRM's intention to consider adoption of the Regional Municipal Planning Strategy (RMPS) and Regional Subdivision By-law and is grandfathered.

The Developer is proposing to create approximately 218 single unit dwelling lots within Phases 5 - 10. The proposed development agreement, included as Attachment B, contains provisions regarding the number of dwelling units, the road layout, dedication of a 15 acre park adjacent Nelson Pond, environmental protection clauses and phasing provisions which limit development to a maximum of 10 lots/dwellings until the Municipality issues a tender for construction of the Beaver Bank By-pass between Sackville Drive and Beaver Bank Road. Staff are of the opinion that the proposed development agreement limits potential impacts on the nearby watercourses, ensures minimal traffic impact on the existing road network, and will result in a development that is consistent with the surrounding residential uses.

Prior to the adoption of the Regional Municipal Planning Strategy (RMPS) in 2006, HRM rezoned the vast majority of Phases 5 -10 of the approved Lost Creek Village Concept Plan to CDD. MPS policy requires that development within a CDD Zone be approved by Council through the development agreement process. However, a 40 acre remainder parcel, that includes a large wetland and which was part of a larger property that was subdivided as-of-right in Phases 1- 4, was mistakenly not rezoned to CDD as part of this process. These lands would have to be rezoned to CDD prior to a development agreement being established to enable their development.

Staff recommend that Marine Drive Valley and Canal Community Council approve the proposed rezoning, as set out in Attachment A and approve the proposed development agreement, as set out in Attachment B.

## **BACKGROUND**

### **Location, Designation, Zoning and Surrounding Land Uses**

- The subject properties are located within the Beaver Bank, Hammonds Plains and Upper Sackville plan area and are specifically intended for residential development via the development agreement process.
- Phases 5- 10 of Lost Creek Village are comprised of three properties, PIDs 40121089, 00500959 and 40871626, located in the community of Beaver Bank, south of Kinsac Road (Map 1).
- The subject properties are approximately 410 acres in size and are currently undeveloped.
- The subject properties are designated Mixed Use A (MU-A) and primarily zoned Comprehensive Development District (CDD) with the exception of PID 40871626 which is zoned Mixed Use 1 (MU-1) (Maps 1 and 2).

- The subject properties are adjacent residential properties on Kinsac Road to the north and east, Nelson Pond and the CN rail line to the east, Phases 1 - 4 of Lost Creek Village to the west and north, and undeveloped lands to the south and west.

### **Proposal**

Lost Creek Village Inc. wish to develop approximately 218 single unit dwelling lot extension of Lost Creek subdivision by development agreement (Map 3). The proposal is partially based upon the Concept Plan approved by HRM for Lost Creek Village (Phases 1- 10) in 2003. However, the plan for Phases 5 - 10 has been revised to reflect more recent discussions with HRM staff. Also, the development includes the rezoning of remainder lands from Phases 1-4 to allow for the proposed extension.

### **Enabling Policy**

#### Development Agreement

Policy P-4 of the MPS, included in Attachment C, enables Council to consider applications for residential development by development agreement on lands zoned CDD. New growth management initiatives, such as the establishment of the CDD Policy (Policy P-4) for residential subdivisions in this area, were introduced in conjunction with the process of creating the new RMPS, in order to set limits on the rate of residential growth and allow for a more comprehensive review of development.

#### Rezoning

Policy P-131, included in Attachment C, enables Council to consider rezonings to enable development of uses which are permitted in the zone on an abutting property if the proposal is otherwise consistent with the intent of the MPS. The remainder lands of Phases 1-4 can be considered by Council to CDD under Policy P-131.

## **DISCUSSION**

### **Issues**

Staff have reviewed the proposal based on all applicable policies of the Beaver Bank, Hammonds Plains and Upper Sackville MPS related to the proposed rezoning and development agreement, which are included as Attachment C of this report. The following issues have been identified for more detailed discussion:

#### Transportation and Traffic

The Beaver Bank Road will serve as the major transportation route from Lost Creek Village to the larger community. There have been ongoing concerns regarding the current traffic levels and capacity of the Beaver Bank Road and concern was expressed at the PIM regarding the effect that the proposed development may incur on the existing congestion. HRM has been engaged with the other levels of government and private land owners to provide a major transportation route between Beaver Bank Road and Highway 101 that would greatly reduce the current stress on Beaver Bank Road. It is HRM's understanding that construction of the first phase of the project, as far as Sackville Drive, began during the fall of 2008/winter of 2009. Additionally, HRM has established limits on subdivision in areas such as Beaver Bank where the rate and impact of

suburban development was a concern. The new controls are intended to reduce the number of new residential subdivisions and control the rate of development in the short term as solutions to concerns regarding the capacity of the road network are addressed.

HRM staff have reviewed the Developer's Traffic Impact Study (TIS) and are in general agreement with the study's conclusions, which include that traffic volumes generated by the proposed development are not expected to have a significant impact on the level of service on Beaver Bank Road at the Pinehurst Way and Mayflower Avenue intersections. The traffic study does suggest that traffic levels warrant a left turn lane on Beaver Bank Road at the intersection of Beaver Bank Road and Windgate Drive (which has been established) as well as ongoing monitoring regarding the need for signalization of the Beaver Bank Road / Windgate Drive intersection. HRM Development Engineering staff have not identified any issues with the proposed road layout as illustrated on Map 3. The proposed development agreement requires that the road layout generally conform with that illustrated on Map 3 and that the design of the roads comply with HRM standards.

As mentioned above, the TIS prepared for the Developer indicates that roads in the immediate vicinity of the development would not be reduced below an acceptable level of service as a result of the proposed development. However, based on previous studies and information compiled by the Municipality that formed the basis for the implementation of the growth controls in Beaver Bank, HRM staff are of the opinion that the increased traffic from the development would further impact the low level of service in problems areas along the Beaver Bank Road.

As a result, the proposed development agreement limits the amount of development permitted prior to construction of the Bypass to 10 lots. The proposed agreement would permit a maximum of 100 lots once a tender is issued to complete the Bypass between Sackville Drive and Beaver Bank Road and development of the remainder of the lands is restricted until this portion of the Bypass is constructed and open for public use. Staff are of the opinion that the proposed development agreement places sufficient limits on the phasing of the development to ensure minimal impact on Beaver Bank Road until such time as the Beaver Bank Bypass is constructed.

#### Land Use and Density

As illustrated on Map 3 and set out in the proposed development agreement, the proposal would maintain the predominantly low density, single unit residential character of the surrounding area. Most lots would be approximately 1.5 acres or more, resulting in a less dense residential development than much of the surrounding development. Staff are of the opinion that the low density character of the proposal and the phasing provisions will reduce the potential impacts of construction and ensure that the development reflects the low density residential character of the surrounding area.

#### Parks and Open Space

The proposed development agreement includes a park dedication to HRM that will include a 15 acre park adjacent Nelson Pond and construction of a trail adjacent a nearby brook that will connect the park with Crooked Stick Pass (a public road). The park and trail were identified by

HRM Parkland Planning staff as the most desirable allocation of park dedication, which may include land or equivalent value in funds, for this development. The proposed park and trail will help preserve these natural features as focal points in the community for public open space.

#### Environmental Concerns and On-Site Services

Under the proposed development agreement HRM would acquire approximately half of the land surrounding Nelson Pond and a significant amount of land adjacent the nearby brook. These lands were identified as ideal areas for parkland trail development due to their proximity to these natural features. In addition, the proposed development agreement requires that the Developer have erosion and sedimentation control plans and storm water management plans prepared by a qualified Profession Engineer for each phase of the development. These plans must comply with all applicable HRM and Nova Scotia Department of Environment standards and will be sent to the Department of Fisheries and Oceans for comment where deemed appropriate by the Development Engineer. The watercourse setback established pursuant to the RMPS would apply and no grade alterations or construction would be permitted within 20 metres of any watercourse.

#### Public School Capacity

HRSB has indicated that both Beaver Bank - Kinsac Elementary and Harold T. Barrett Jr. High have excess capacity and could accept new students from the development. Lockview High School is at capacity and is expected to remain in this situation into the near future. However, HRSB anticipates that enrollment at Lockview will decrease over the next several years and notes that high schools are better able to accommodate additional students than middle and elementary schools. As a result, HRSB has indicated that it does not anticipate that the proposed development would adversely affect enrollments at the schools in the area. However, since the proposed agreement ties the majority of development to coincide with construction of the Bypass, impact on the school system will likely not be experienced in the short term. Information regarding the phasing provisions of the development agreement will be supplied to HRSB to assist in their ongoing planning processes for schools in the area.

#### Rezoning

Staff are of the opinion that it is reasonable and appropriate to rezone the lands in question from MU-1 to CDD as part of this application. The area in question represents a small portion of the proposed development. The rezoning is required to enable development of approximately 10 lots on these lands and staff believe that it was an oversight that they were not initially rezoned to CDD along with the 370 acres. Furthermore, staff are of the opinion that there would be no rational to rezone the vast majority of the lands in Phases 5 - 10 to CDD while purposely not rezoning this small area in order to prevent the potential development of approximately 10 lots. Staff are also of the opinion that the phasing provisions set out in the proposed development agreement will limit development until the road network is able to accommodate the additional traffic.

If Council sees fit to reject the rezoning proposal, the development agreement for the remaining lands zoned CDD can proceed.

**Halifax Watershed Advisory Board (HWAB):**

HWAB reviewed the proposed development on May 21, 2008. Comments from the Board included that stormwater management, erosion and sedimentation control plans and subdivision grading plans be prepared by a Professional Engineer and in accordance with HRM standards; that a bridge over the brook be included in the development of the proposed trail in order to reduce the likelihood of private crossings; that ditches would be a more preferred method of stormwater collection and disposal than piped storm water facilities; and that no motorized vehicles be permitted on the trail along the stream. HWAB's report is included as Attachment F.

HWAB has also recommended that 3 proposed lots remain undeveloped to protect the stream to Nelson Pond and that homes be equipped with water conservation technology. Regarding these points, staff are of the opinion that development of the 3 lots will have limited impact on Nelson Pond, especially given that a 20 metre undisturbed watercourse setback is required pursuant to the development agreement. The Board's additional suggestion relative to use of water conservation technologies is supported by staff but cannot be imposed via the development agreement although the recommendation has been forwarded to the Developer.

**Public Information Meeting/Area of Notification**

A Public Information Meeting (PIM) for this proposal was held on October 16, 2006, the Minutes of which are included as Attachment E. At the meeting, residents identified increased traffic, future school capacity, groundwater supplies, lake water quality, and lake access, as primary concerns. The low density character of the proposed development should minimize the impact on groundwater supplies and HRSB has reviewed the proposal and indicated that area schools will be able to accommodate the future school aged children from the development. Staff believe that all other issues are adequately addressed in the proposed development agreement.

If Council decides to schedule a public hearing, all persons within the notification area and those that signed the sign up sheet at the PIM will be advised of the hearing by direct mail. In addition, notices advertising the date and location of the public hearing will be published in the local newspaper in accordance with the requirements of the MGA.

**Conclusion:**

It is the opinion of staff that the proposed development agreement set out in Attachment B is consistent with the intent of the MPS for residential development within the CDD Zone. The proposal will ensure that development of the remainder of Lost Creek Village occurs at a rate that will ensure minimal impact on the level of service of the existing road network which was a major concern at the PIM and a primary reason for the establishment of growth controls in the area. Staff are of the opinion that this phased approach is consistent with the intent of the RMPS. Staff are also of the opinion that the proposed development agreement addresses concerns regarding land use, density, public open space and watercourse protection. Staff recommend that Marine Drive, Valley and Canal Community Council approve the proposed rezoning, included as Attachment A, and the proposed development agreement, included as Attachment B 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 and rezoning as set out in Attachments A and B of this report. This is the recommended course of action.
2. Council may choose to approve the proposed development agreement and rezoning 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 rezoning and/or development agreement, and in doing so, must provide reasons based on a conflict with MPS policies. This alternative is not recommended as staff are satisfied that the proposed rezoning and development agreement are consistent with the policies and intent of the MPS.

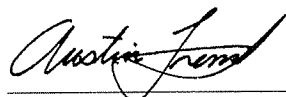
### **ATTACHMENTS**

Map 1	Generalized Future Land Use Map
Map 2	Zoning and Notification Map
Map 3	Concept Plan
Attachment A	Proposed Amendments to the LUB (Rezoning)
Attachment B	Proposed Development Agreement
Attachment C	MPS Policies
Attachment D	LUB Requirements - MU-1 and CDD Zones
Attachment E	Public Information Meeting Minutes
Attachment F	Halifax Watershed Advisory Board Report

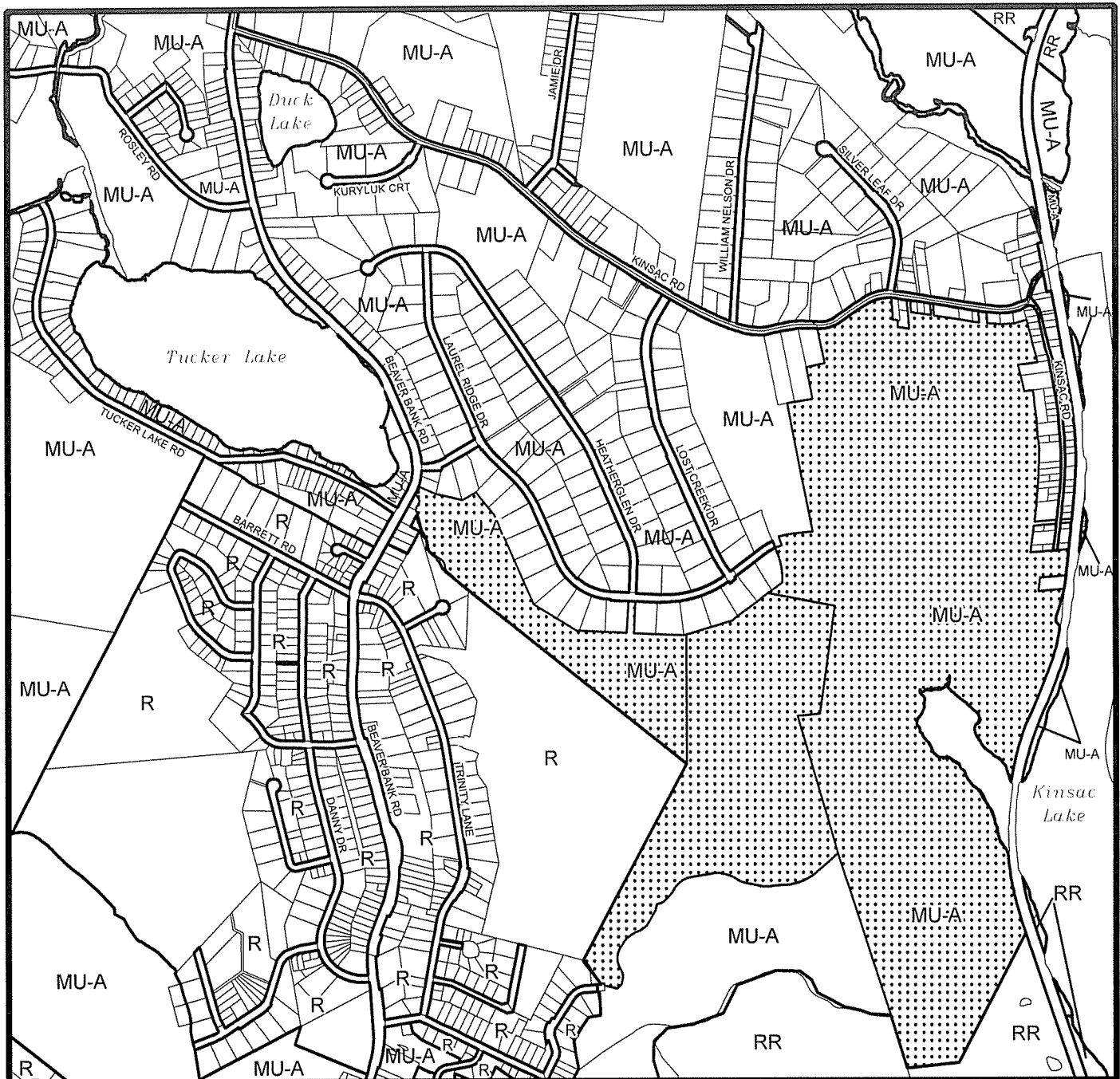
A copy of this report can be obtained online at <http://www.halifax.ca/commcoun/cc.html> then choose the appropriate Community Council and meeting date, or by contacting the Office of the Municipal Clerk at 490-4210, or Fax 490-4208.

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

Report Approved by:



Austin French, Manager of Planning Services, 490-6717



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



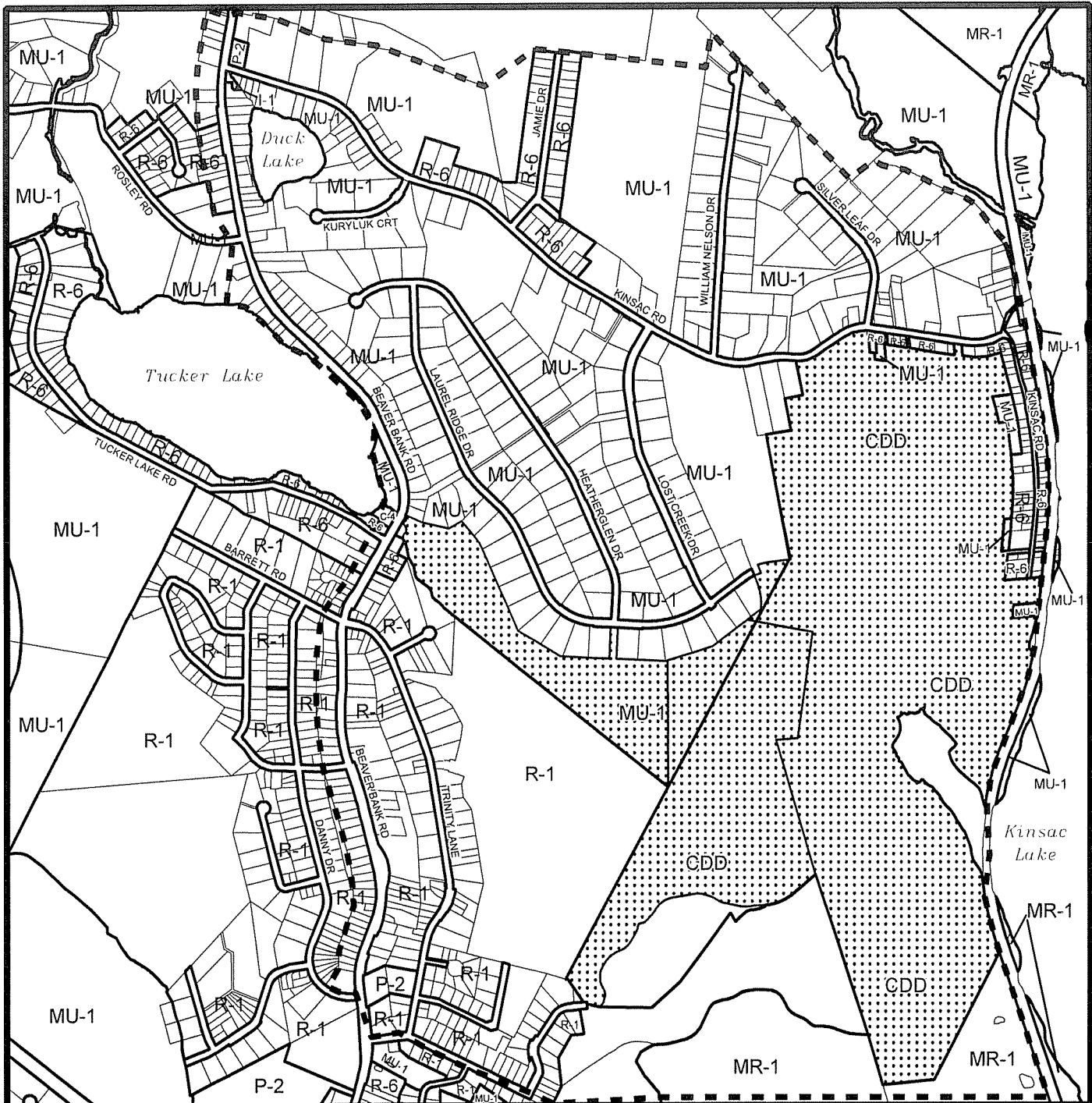
Subject Properties

- R Residential Designation
- MU-A Mixed Use A Designation
- RR Rural Resource Designation


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**Map 2  
Zoning**

 Subject Properties

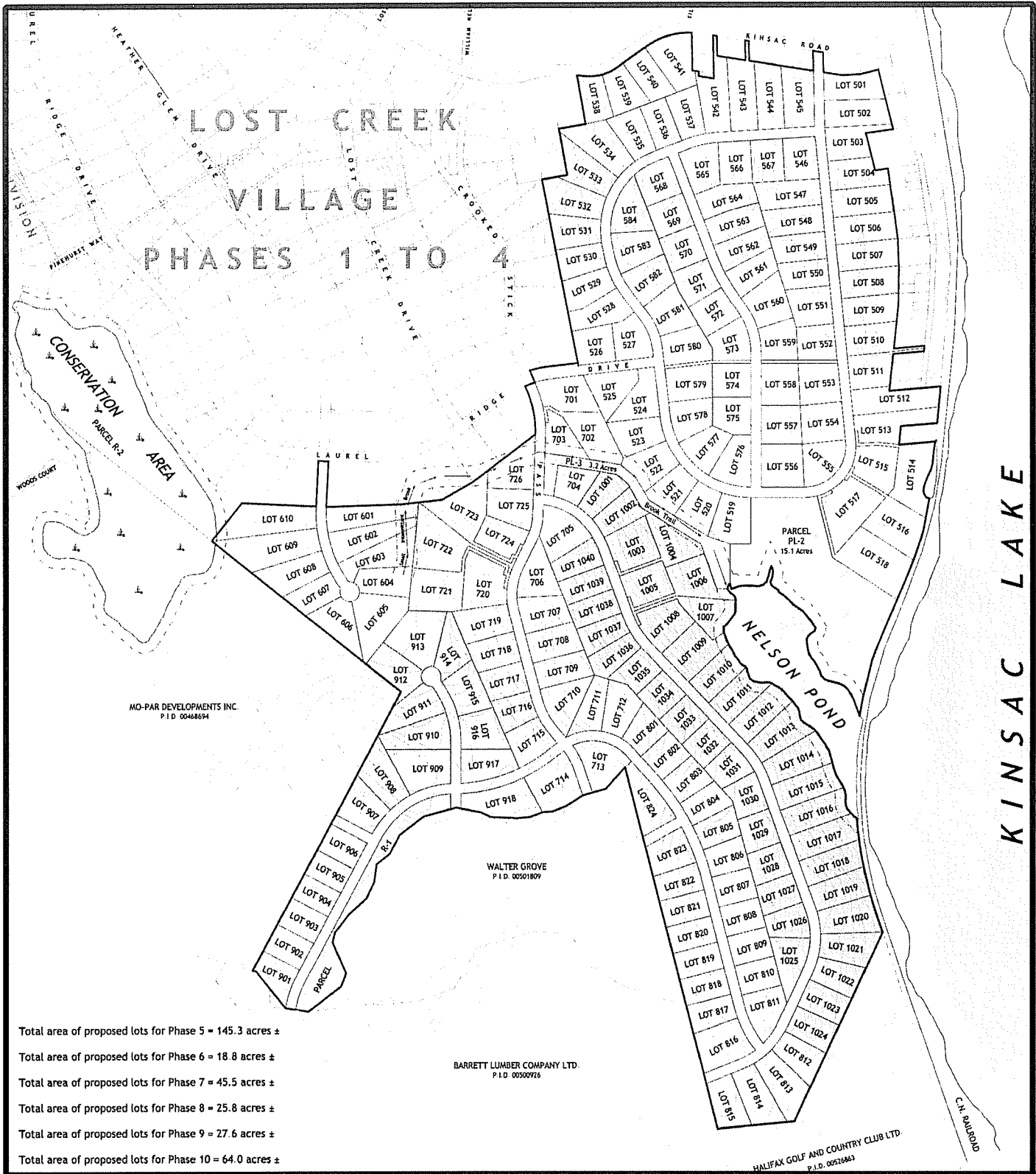
**HALIFAX**  
REGIONAL MUNICIPALITY  
Planning Services

- |      |                           |     |                                    |
|------|---------------------------|-----|------------------------------------|
| R-1  | Single Unit Dwelling Zone | P-2 | Community Facility Zone            |
| R-6  | Rural Residential Zone    | C-4 | Highway Commercial Zone            |
| MU-1 | Mixed Use 1 Zone          | CDD | Comprehensive Development District |
| MR-1 | Mixed Resource Zone       |     |                                    |



■ ■ ■ Notification Area





- Total area of proposed lots for Phase 5 = 145.3 acres ±
- Total area of proposed lots for Phase 6 = 18.8 acres ±
- Total area of proposed lots for Phase 7 = 45.5 acres ±
- Total area of proposed lots for Phase 8 = 25.8 acres ±
- Total area of proposed lots for Phase 9 = 27.6 acres ±
- Total area of proposed lots for Phase 10 = 64.0 acres ±

**Map 3  
Concept Plan**



**Attachment A: Proposed Amendments to the LUB (Rezoning)**

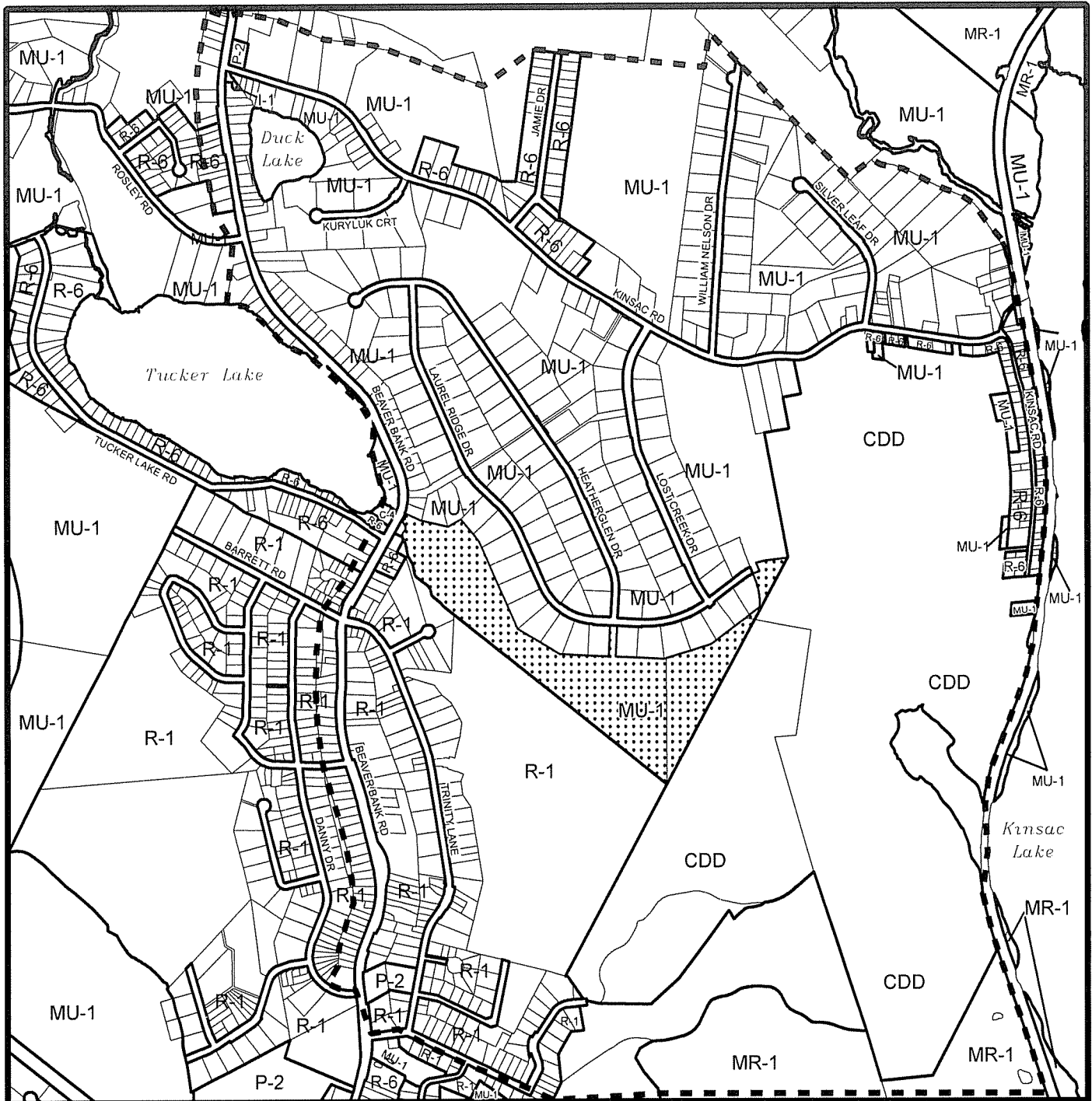
BE IT ENACTED by the Marine Drive, Valley and Canal Community Council of the Halifax Regional Municipality that the Land Use By-Law for Beaver Bank, Hammonds Plains and Upper Sackville, which was adopted by Halifax Regional Municipality on the 9th day of November, 1999, as amended, is hereby further amended as follows:

1. Amending Map 1C to rezone PID 40871626 and a portion of PID 00500959 from MU-1 to CDD as illustrated on Schedule A.


I HEREBY CERTIFY that the amendments to the Land Use By-law for Beaver Bank, Hammonds Plains and Upper Sackville as set out above, were passed by a majority vote of the Marine Drive, Valley and Canal Community Council at a joint meeting held on the \_\_\_\_ day of \_\_\_\_\_, 2009.

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

\_\_\_\_\_  
Julia Horncastle,  
Acting Municipal Clerk



### Schedule A Zoning

 Area to be rezoned from MU-1 to CDD

- R-1 Single Unit Dwelling Zone
- R-6 Rural Residential Zone
- MU-1 Mixed Use 1 Zone
- MR-1 Mixed Resource Zone

- P-2 Community Facility Zone
- C-4 Highway Commercial Zone
- CDD Comprehensive Development District

--- Notification Area

**HALIFAX**  
REGIONAL MUNICIPALITY  
Planning Services



**Attachment B: Proposed Development Agreement**

THIS AGREEMENT made this      day of                                  , 2009,

BETWEEN:

**KEITH AND HUGH BARRETT**  
of 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 comprising the remainder of Lost Creek Village subdivision, PIDs 40121089, 00500959 and 40871626, within the Community of Beaver Bank 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 residential development comprised of approximately 218 single unit dwelling lots on the Lands pursuant to the provisions of the Municipal Government Act and pursuant to Policies P-4 and P-137 of the Municipal Planning Strategy for Beaver Bank, Hammonds Plains and Upper Sackville;

AND WHEREAS the Marine Drive, Valley and Canal Community Council approved this request at a meeting held on                                  , 2009 referenced as Municipal Case Number 00898;

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

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

### **1.1 Applicability of Agreement**

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

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

Except as otherwise provided for herein, the development and use of the Lands shall comply with the requirements of the Beaver Bank, Hammonds Plains and Upper Sackville Land Use By-law and the Regional Subdivision By-law, as may be amended from time to time.

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

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 Beaver Bank, Hammonds Plains and Upper Sackville Land Use By-law and the Regional Subdivision By-law.

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

### 3.1 **Schedules**

The Developer shall develop the Lands in a manner, which, in the opinion of the Development Officer, generally conform with the Schedules attached to this Agreement and the plans filed in the Halifax Regional Municipality as Case Number 00898.

The schedules are:

- Schedule A: Legal Description of the Lands  
Schedule B: Concept Plan

### 3.2 **Subdivision of the Lands**

- 3.2.1 Unless otherwise acceptable to the Development Officer, subdivision applications shall be submitted to the Development Officer in accordance with the written text of this Agreement and the Concept Plan illustrated on Schedule B.

- 3.2.2 The Developer agrees that the Municipality shall only grant final subdivision approval and issue Construction Permits in accordance with the phasing provisions set out subsections 3.3.1, 3.3.2 and 3.3.3 of this Agreement.

- 3.2.3 The Developer agrees that site preparation for each phase or portion thereof shall not occur until:

- (a) Relevant security identified in this Agreement has been submitted to HRM; and

- (b) The Developer has submitted all relevant engineering plans, including but not limited to, Stormwater Management Plans, Subdivision Grading Plans and Erosion & Sedimentation Control Plans, as specified in this Agreement, to the satisfaction of the Development Engineer.
- 3.2.4 The Developer agrees that, prior to endorsement of more than 100 (one hundred) lots, the Developer shall, at their own expense, submit a phasing plan confirming that a second street access shall be provided by a specified time as approved by the Development Engineer. The Development Officer shall not approve more than 300 units prior to the completion of the second access.
- 3.2.5 The Development Officer shall not endorse any phase or portion thereof of unless each Phase is established in a manner that ensures a reasonable progression of infrastructure construction from the perspective of municipal operations and maintenance.
- 3.2.6 The Developer agrees to enter into a Subdivision Agreement in accordance with the Regional Subdivision By-Law and this Agreement prior to the Development Officer granting final subdivision approval for any phase or portion thereof.
- 3.2.7 Both parties agree that the terms and schedules of this Agreement shall be deemed to satisfy the requirements of the Regional Subdivision By-law with respect to Concept Plan approval.

### **3.3 Requirements Prior to Approval**

- 3.3.1 The Developer agrees that the Municipality shall only grant final subdivision approval for a maximum of 10 lots and issue Construction Permits for a maximum of 10 dwelling units, prior to an announcement by the Municipality that a tender has been issued for construction of the portion of the Beaver Bank Bypass between Sackville Drive and Beaver Bank Road.
- 3.3.2 Both parties agree that, upon an announcement by the Municipality that a tender has been issued to construct the portion of the Beaver Bank Bypass between Sackville Drive and Beaver Bank Road, the Developer may apply for and the Municipality may issue, final subdivision approval for a maximum of 100 lots dwelling units and 100 Construction Permits.
- 3.3.3 Notwithstanding subsections 3.3.1 and 3.3.2 of this Agreement, both parties agree that, once the portion of the Beaver Bank Bypass between Sackville Drive and Beaver Bank Road is constructed and open for public use, the Developer may apply for and the Municipality may issue, final subdivision approval and Construction Permits for the remainder of the Development subject to all other terms of this Agreement.
- 3.3.4 Prior to the issuance of a Topsoil Removal Permit, the Developer shall provide the following to the Development Officer, unless otherwise stated by the Municipality:



- 
- (a) Post securities in accordance with Section 5 (Environmental Protection) of this Agreement;
- 3.3.5 Prior to the issuance of the first Municipal Occupancy Permit for the Development or any phase thereof, 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 Section 4 (Streets and Municipal Services) of this Agreement;
- (b) Certification from a qualified Professional Engineer that the Developer has complied with the required Erosion and Sedimentation Control Plan as required pursuant to Section 5 of this Agreement; and
- (c) Certification from a qualified professional engineer indicating that the Developer has complied with the Stormwater Management Plan required pursuant to Section 5 of this Agreement.
- 3.3.6 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.

#### **3.4 General Description of Land Use**

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

- (a) A residential development consisting of 218 single unit dwelling lots which, in the opinion of the Development Officer, conforms to the concept plan illustrated on Schedule B;
- (b) Any use permitted within the Single Unit Dwelling (R-1) Zone, subject to the provisions contained within the Land Use By-law for Beaver Bank, Hammonds Plains and Upper Sackville;
- (c) Park and open space lands to be deeded to the Municipality; and
- (d) Notwithstanding clause 3.4 (a), the Development Officer may approve a maximum up to a 5% increase in the number of total lots, provided that, in the opinion of the Development Officer, the layout generally conforms with the intent of this Agreement and all environmental protection measures established pursuant to this Agreement are adhered to.

### **3.5 Landscaping**

- 3.5.1 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.
- 3.5.2 Further to section 3.5.1, 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.
- 3.5.3 Prior to issuance of the Occupancy Permit for the last dwelling unit within each Phase, the Developer shall submit to the Development Officer a letter certifying that the landscaping required pursuant to section 3.5 of this Agreement has been completed.
- 3.5.4 Notwithstanding subsection 3.5.3, an Occupancy Permit may be issued prior to completion of the required landscaping if the Developer provides a security deposit, in favour of the Municipality and in the form of a certified cheque or automatically renewing non-revocable line of credit issued by a chartered bank, in the amount of 110 percent of the estimated cost to complete the landscaping. The security shall be returned to the Developer upon completion of the work required pursuant to section 3.5 of this Agreement.

### **3.6 Maintenance**

The Developer and all future property owners shall maintain and keep in good repair all portions of the development on the Lands during and after construction, including but not limited to, the interior and exterior of the buildings, fencing, trimming and litter control, garbage removal and snow removal/salting of walkways and driveways where applicable.

### **3.7 Public Open Space**

- 3.7.1 The Developer shall provide a Community Park complete with a constructed trail system to highlight Nelson Pond as a recreation destination and link Crooked Stick Pass with the park as generally illustrated on Schedule B and in accordance with this Agreement and the Regional Subdivision By-law.
- 3.7.2 The Park Dedication and trail construction shall be considered to meet all of the requirements of the Regional Subdivision By-law.
- 3.7.3 The park dedication must follow the Useable Land definition, the Parkland Classification/Service Delivery Criteria and the Parkland Quality of Land Criteria of the HRM Subdivision By-law. These lands shall be free of legal, environmental, or physical encumbrances. "Encumbrances" mean, for the purposes of Park Dedication, legal, environmental, or physical constraints on the lands that may limit its use and management or present an unreasonable development or remediation costs to the Municipality.

- 3.7.4 Both parties agree that parcel PL-3, the trail corridor identified on Schedule B as "Brook Trail", shall be a minimum of 20 metres in width to be located outside of the ordinary high water mark on the south/west side of the brook.
- 3.7.5 The Developer agrees to construct a secondary trail, as defined in the HRM Parkland Planning and Development Guidelines and generally illustrated on Schedule B. The trail shall be 1.5 metres wide with a granular base and bark mulch shoulders, must be located outside the 1:10 year flood plain of the brook and Nelson Pond and provide a 5 metre buffer between the travel surface and adjacent properties. Furthermore, the construction/disturbance for the trail shall not exceed a width of 3 metres.
- 3.7.6 The Developer agrees to construct a pedestrian crossing over the brook to link the trail corridor with the main park parcel at Nelson Pond at a location and according to design specifications deemed satisfactory by the Municipality.
- 3.7.7 The specific trail location shall be determined in coordination with HRM Parkland Planning staff prior to the granting of final subdivision approval for each phase which is adjacent to a section of the trail at the time of final subdivision approval.
- 3.7.8 The proposed Park and trail are to remain in their natural undisturbed condition unless otherwise authorized by the Development Officer in consultation with the Parkland Planner and Development Engineer.
- 3.7.9 The proposed park adjacent Nelson Pond shall be conveyed to the Municipality by the Developer in conjunction with final subdivision approval for the portions of the streets on which those park has frontage. Should the park land not be ready for public use at the time of final subdivision approval, the Developer shall retain ownership of the land, enter into a Park Dedication Agreement with HRM and post a security bond, in favour of the Municipality, for an equivalent value of land and site development. The security shall only be returned tot he Developer upon the Municipality accepting ownership of the park land.
- 3.7.10 Both parties agree that the Municipality shall not take over ownership of the area identified on Schedule B as "Conservation Area".

### **3.8 Construction/Sales Trailer**

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

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

### **4.1 General Provisions**

All construction shall satisfy the Municipal Service Systems Design Guidelines unless otherwise provided for in this Agreement and approved in writing by the Development Engineer prior to commencement of the work.

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

Any disturbance to existing off-site infrastructure resulting from the development, including but not limited to, streets, sidewalks, curbs and gutters, street trees, landscaped areas and utilities, shall be the responsibility of the Developer, and shall be reinstated, removed, replaced or relocated by the Developer as directed by the Development Officer, in consultation with the Development Engineer.

### **4.3 Site Preparation in a Subdivision**

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

### **4.4 Streets**

The street network shall be developed as generally illustrated on Schedule B. All street construction shall satisfy the Municipal Service Systems Design Guidelines unless otherwise provided for in this Agreement and approved in writing by the Development Engineer prior to commencement of the work. The Development Officer, in consultation with the Development Engineer, may give consideration to minor changes to the street network, provided the modifications serve to maintain or enhance the intent of this Agreement.

### **4.5 Walkway**

The Developer shall construct the public walkway illustrated on Schedule B and which generally extends from the termination of Laurel Ridge Drive to a point ending approximately across the street from proposed Lot 511. The walkway shall be constructed to all applicable HRM standards unless otherwise approved by the Development Engineer. Furthermore, HRM shall not assume ownership of any portion of the walkway without the approval of the Development Engineer.

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

### **5.1 Stormwater Management Plans**

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 each phase.

### **5.2 Erosion and Sedimentation Control Plan**

The Developer agrees to have prepared by a qualified Professional Engineer and submitted to the Municipality for review by the Development Engineer and the Department of the Environment a detailed Erosion and Sedimentation Control Plan for each phase. 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 clause have been met and implemented.

### **5.3 Failure to conform to Plans**

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

### **5.4 Erosion Control**

- 5.4.1 No Occupancy Permit shall be issued unless the entire lot is either fully stabilized with sod or is temporarily stabilized and maintained with an acceptable covering or other such measures as determined and approved through the requirements of Section 5 of this Agreement. Any temporary stabilization of a lot shall be replaced with final landscaping (top soil and sod) within a specific period of time following the issuance of the Occupancy Permit, to be determined by the Development Officer in consultation with the Development Engineer. 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. Where applicable, the Developer shall ensure all future land owners are aware of their obligations relative to this Section.

5.4.2 The Developer agrees to undertake all construction activities in accordance with the erosion and sedimentation control plan, unless otherwise directed by the Nova Scotia Department of the Environment and also agrees to assume sole responsibility for compliance with all environmental regulations of the Nova Scotia Department of the Environment. The Municipality and/or Nova Scotia Environment may direct the Developer to remedy any and all environmental problems that may result from development of the Lands. The Developer shall be responsible for all costs in this regard.

## **5.5 Storm Water Facilities**

All storm water facilities shall be maintained in good order in order to maintain full storage capacity by the owner of the lot on which they are situated.

## **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 Council:

- (a) Development of an auxiliary dwelling unit within a single unit dwelling, provided that all applicable requirements set out under the Auxiliary Dwelling Unit (R-1A) Zone of the Land Use By-law are adhered to; and
- (b) The length of time for the completion of the development as identified in Section 8.4 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 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 15 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 this Agreement, whereupon all reasonable expenses whether arising out of the entry onto the lands or from the performance of the covenants or remedial action, shall be a first lien on Lands and be shown on any tax certificate issued under the Assessment Act;
- (c) The Municipality may, by resolution of Council, 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 are the subject of this Agreement until this Agreement is discharged by the 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 Completion of Development**

Upon the completion of the Development, or after 25 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 this 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 Beaver Bank, Hammonds Plains and Upper Sackville, 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., 2009.

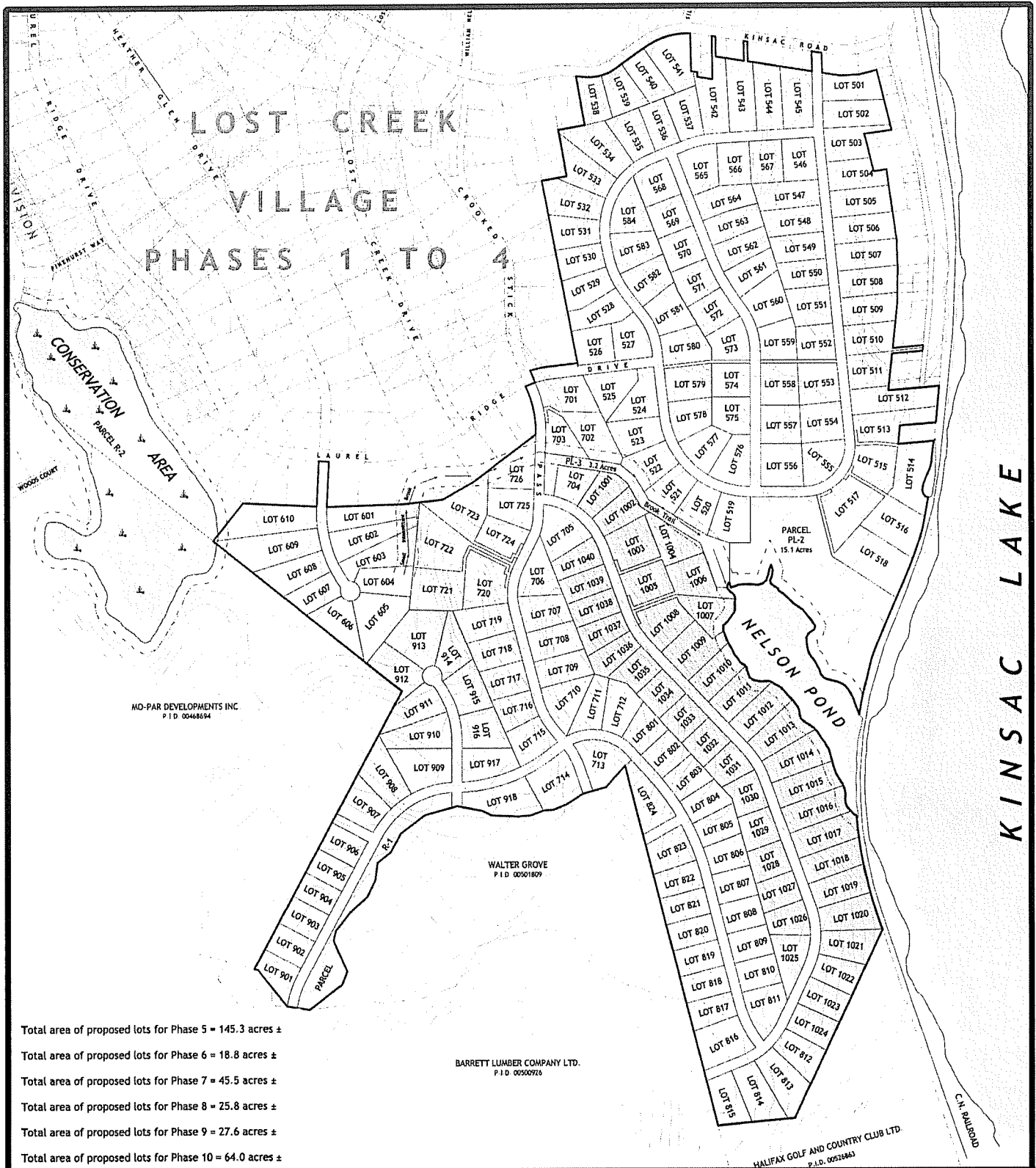
SIGNED, SEALED AND DELIVERED  
in the presence of  
\_\_\_\_\_

) **KEITH AND HUGH BARRETT**  
)  
) Per: \_\_\_\_\_  
)  
) Per: \_\_\_\_\_  
)

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

)  
)  
) **HALIFAX REGIONAL MUNICIPALITY**  
) Per: \_\_\_\_\_  
) **MAYOR**  
)  
) Per: \_\_\_\_\_  
) **MUNICIPAL CLERK**





- Total area of proposed lots for Phase 5 = 145.3 acres ±
- Total area of proposed lots for Phase 6 = 18.8 acres ±
- Total area of proposed lots for Phase 7 = 45.5 acres ±
- Total area of proposed lots for Phase 8 = 25.8 acres ±
- Total area of proposed lots for Phase 9 = 27.6 acres ±
- Total area of proposed lots for Phase 10 = 64.0 acres ±

**Schedule B  
Concept Plan**



**Attachment C: MPS Policies**

- P-3 It shall be the intention of Council to establish a Comprehensive Development District (CDD) Zone in the Land Use By-law which permits the development of a mix of low density residential uses, associated community facility uses, local commercial uses, home-based offices and small-scale bed and breakfasts. This zone may be applied to those lands for which an application for rezoning was submitted prior to the first notice of the intention to adopt the Regional Municipal Planning Strategy for Halifax Regional Municipality. It will also be retained on those lands that were previously zoned CDD where an application for a development agreement was submitted prior to the first notice. When considering applications for rezoning submitted prior to first notice, Council shall have regard for the following: (RC-Jun27/06;E-Aug26/06)**
- (a) that the development is within the Mixed Use A, Mixed Use B, Mixed Use C, Residential, Upper Hammonds Plains Community, Resource and/or Springfield Lake designations;
  - (b) that the development is contiguous to a final approved residential subdivision that has a minimum of 10 lots that is serviced by its own internal road network;
  - (c) that a traffic impact study, where determined by the Municipality and/or the Nova Scotia Department of Transportation & Public Works, is submitted by the applicant to demonstrate that the proposed development will not reduce the “level of service” of the external transportation network below an acceptable “level of service” as defined by the Municipality and/or the Nova Scotia Department of Transportation & Public Works;
  - (d) that there are sufficient school, recreation or community facilities and services to support the development; and
  - (e) the provisions of Policy P-137.
- P-4 An application for development within any CDD Zone that was established before the first notice of the intention to adopt the Regional Municipal Planning Strategy for Halifax Regional Municipality or was rezoned pursuant to Policy P-3, shall only be considered by Council through a development agreement, which shall specify: (RC-Jun27/06;E-Aug26/06)**
- (a) the types of land uses to be included within the development;
  - (b) the phasing of the development to ensure that there are sufficient road capacity, school, recreation and community facilities and services to support the development in accordance with the financial capability of the Municipality to absorb any related costs;
  - (c) that the proposed development suits the natural terrain and minimizes the negative impacts on the natural environment;
  - (d) that the subdivision plan makes provision to retain existing significant natural features such as wetlands, floodplains, and watercourses through site design that guides development away from these areas;

- (e) that useable open space lands are adequately distributed throughout the neighbourhood(s) to meet the needs of the residents and to facilitate convenient access;
- (f) that the layout, design and hierarchy of roads and pedestrian facilities is adequate to service the proposed development and minimizes through traffic along on local streets within the proposed and adjacent subdivisions;
- (g) measures to minimize the impact on local streets within existing adjacent subdivisions during the construction phase of the proposed development;
- (h) provisions for the proper handling of stormwater and general drainage within and from the development;
- (I) the provision of landscaping and the retention of natural vegetation;
- (j) controls on the use of a temporary rock crusher in the construction of the residential subdivision in terms of hours of operation, minimum setbacks and buffering to provide a dust, wind and noise barrier; and
- (k) any other matter relating to the impact of the development upon surrounding uses or upon the general community, as contained in Policy P-137.

P-131 Providing that the intentions of all other policies are satisfied, Council may, for the purpose of providing for the development of similar uses on properties which abut one another, consider development agreements or amendments to the land use by-law within a designation to provide for the development of uses which are uses permitted by the zone on the abutting property within the abutting designation, as shown on the Generalized Future Land Use Maps (Maps 1A, 1B, 1C, 1D, 1E ).

P-137 In considering development agreements and amendments to the land use by-law, in addition to all other criteria as set out in various policies of this Plan, Council shall have appropriate regard to the following matters:

- (a) that the proposal is in conformity with the intent of this Plan 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 central or on-site sewerage and water services;
  - (iii) the adequacy or proximity of school, recreation or 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 for destruction of designated historic buildings and sites.
- © 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 the steepness of grades, soil and geological conditions, locations of watercourses, marshes or bogs and susceptibility to flooding.
- (e) **Within any designation, where a holding zone has been established pursuant to “Infrastructure Charges - Policy P-81”, 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.  
(RC-July 2/02; E-Aug 17/02)**

Attachment D: LUB Requirements - MU-1 and CDD Zones

PART 13: MU-1 (MIXED USE) 1 ZONE

13.1 MU-1 USES PERMITTED

No development permit shall be issued in any MU-1 (Mixed Use) Zone except for the following:

Residential Uses

Single unit dwellings

Two unit dwellings

Boarding and rooming houses

Bed and Breakfast

Senior citizens housing

Existing mobile dwellings

Existing multiple unit dwellings

Day care facilities for not more than fourteen (14) children and in conjunction with permitted dwellings

Business uses in conjunction with permitted dwellings

Other Uses

Institutional uses, except fire and police stations

Open space uses

Commercial uses permitted in the C-2 (General Business) Zone

Trucking, landscaping, excavating and paving services

Agriculture uses

Forestry uses and wooden furniture manufacturing

Composting operations (see section 4.29)

13.2 MU-1 ZONE REQUIREMENTS: RESIDENTIAL USES

In any MU-1 Zone, no development permit shall be issued for residential uses except in conformity with the provisions of Section 11.2.

13.3 MU-1 ZONE REQUIREMENTS: OTHER USES

In any MU-1 Zone, no development permit shall be issued except in conformity with the following:

Minimum Lot Area	29,064 square feet (2700 m <sup>2</sup> )
Minimum Frontage	100 feet (30.5 m)
Minimum Front or Flankage Yard	30 feet (9.1 m)
Minimum Rear or Side Yard	15 feet (4.6 m)
Maximum Lot Coverage for Structures	

and Storage	50 per cent
Maximum Height of Main Building	35 feet (10.7 m)

13.4 OTHER REQUIREMENTS: BUSINESS AND DAY CARE USES

- (a) With the exception of outdoor display provisions, where business uses and day care facilities in conjunction with a dwelling are permitted in any MU-1 Zone, the provisions of Section 11.3 and Section 11.4 shall apply.
- (b) Outdoor display shall not be permitted:
  - (I) within 10 feet of the front lot line or within the required side yard;
  - (ii) within any yard which abuts an adjacent residential use, except where a visual barrier is provided;
  - (iii) shall not exceed 200 square feet.

13.5 OTHER REQUIREMENTS: COMMERCIAL USES

Where commercial uses are permitted in any MU-1 Zone, the following shall apply:

- (a) The gross floor area devoted to all commercial uses on any lot shall not exceed two thousand (2,000) square feet.
- (b) No open storage or outdoor display shall be permitted.
- © The parking lot shall be demarcated and paved or otherwise maintained with a stable surface which is treated in a manner to prevent the raising of dust and loose particles.
- (d) Except where any commercial use abuts another commercial use in an MU-1 Zone, no portion of any parking space shall be located within any required side yard.
- (e) Where any commercial use abuts another commercial use in the MU-1 Zone, the abutting side yard requirement shall be eight (8) feet.

13.6 OTHER REQUIREMENTS: AGRICULTURE USES

- (a) Notwithstanding the provisions of Section 13.3, where any barn, stable or other building intended for the keeping of more than fifty (50) domestic fowl or ten (10) other animals is erected in any MU-1 Zone, no structure shall:
  - (I) be less than fifty (50) feet from any side lot line;
  - (ii) be less than one hundred (100) feet from any dwelling or potable water supply except a dwelling or supply on the same lot or directly related to the agricultural use;
  - (iii) be less than three hundred (300) feet from any watercourse or water body;
  - (iv) be less than five hundred (500) feet from any residential (R-1, RR-1) zone.
- (b) No more than two thousand (2,000) square feet of floor area of all structures on any lot shall be used for a retail use accessory to agriculture uses.

13.7 OTHER REQUIREMENTS: FORESTRY AND WOODEN FURNITURE MANUFACTURING

Where forestry uses and wooden furniture manufacturing are permitted in any MU-1 Zone, the following shall apply:

- (a) No more than two thousand (2,000) square feet of gross floor area of all structures on any lot shall be used for a sawmill, other industrial mill related to forestry, wooden furniture manufacturing, or retail use accessory to the above uses;
- (b) No sawmill or other industrial mill related to forestry shall be located less than fifty (50) feet from any lot line nor less than three hundred (300) feet from any dwelling except a dwelling located on the same lot or directly related to the above use;
- © Any area devoted to open storage shall not be permitted within any required front or side yard and shall not exceed twenty-five (25) per cent of the lot area.

13.8 OTHER REQUIREMENTS: INSTITUTIONAL USES

Where institutional uses are permitted in any MU-1 Zone, the provisions of Part 22 shall apply.

13.9 OTHER REQUIREMENTS: TRUCKING, LANDSCAPING, EXCAVATING AND PAVING SERVICES

Where trucking, landscaping, excavating and paving services are permitted in a MU-1 Zone, the following shall apply:

- (a) No development permit shall be issued for any use unless a dwelling is located on the lot.
- (b) The total gross floor area of all structures on any lot devoted to the above uses shall not exceed two thousand (2000) square feet.
- © No materials or mechanical equipment which is obnoxious or which creates a nuisance by virtue of noise, vibration, smell or glare shall be used on the lot.
- (d) With the exception of aggregate resources, any materials associated with the above uses shall be contained within a building or otherwise enclosed by a fence, vegetation, or other means which provide a visual and physical barrier.
- (e) Any area devoted to open storage shall not be permitted within any required front or side yard line and shall not exceed twenty-five (25) per cent of the lot area.
- (f) One off street parking space, other than that required for the dwelling shall be provided for every three hundred (300) square feet of floor area used by the above use.
- (g) No product stockpile or processing activity associated with the above uses shall be located within one hundred (100) feet of a watercourse.

13.10 EXEMPTION: EXISTING MOBILE HOME PARKS

Notwithstanding Section 13.1, Timber Trails Mobile Home Park, LIC Number 40203622, shall be a permitted use to the extent to which it is in existence on the effective date of this by-law.

13.11 EXEMPTION: EXISTING COMMERCIAL RECREATION USES

Notwithstanding Section 13.1, Woodhaven Campground, LIC Number 425389, and Pin-Hi Golf Course, LIC Number 425512, and Atlantic Playland, LIC Number 40203648 and 40203630, shall be permitted uses to the extent to which they are in existence on the effective date of this By-law.

PART 26: COMPREHENSIVE DEVELOPMENT DISTRICT (CDD) ZONE

26.1 CDD USES PERMITTED

No development permit shall be issued in any CDD (Comprehensive Development District) Zone except for the following:

Single unit dwellings

Two unit dwellings

Local commercial uses not exceeding two thousand (2000) square feet

Day care facilities for not more than seven (7) children and in conjunction with permitted dwellings

Home Business

Bed and Breakfasts in conjunction with permitted dwellings and with a maximum of three (3) units for rental

Institutional Uses

26.2 CDD REQUIREMENTS

In any CDD (Comprehensive Development District) Zone no development permit shall be issued except in conformity with the development agreement provisions of the Municipal Government Act.



**Attachment E: Public Information Meeting Minutes**

**HALIFAX REGIONAL MUNICIPALITY  
PUBLIC INFORMATION MEETING  
CASE NO. 00898 - Lost Creek Village**

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**7:00 p.m.  
Monday, October 16, 2006  
Beaver Bank Kinsac Community Centre**

**IN ATTENDANCE:** Andrew Bone, Planner I, HRM Planning Services  
Cara McFarlane, Administrative Support, HRM Planning Services

**APPLICANT:** Larry Gumbley, Lost Creek Village

**ALSO PRESENT:** Councillor Krista Snow, District 2

**PUBLIC IN  
ATTENDANCE:** Approximately 66

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The meeting commenced at approximately 7:05 p.m.

**1. Opening remarks/Introductions/Purpose of meeting**

Andrew Bone introduced himself as the Planner assigned the application; Larry Gumbley, the applicant, Lost Creek Village; Krista Snow, Councillor for District 2; and Cara McFarlane, Administrative Assistant.

The agenda for the evening's meeting was reviewed.

Mr. Bone explained that an application was received to expand the Lost Creek Subdivision. Currently, there are about 55 lots developed and another 80 yet to be developed but have permits. The remainder would be the proposed expansion which is approximately 218 lots. A map of the general area and where the proposed lots will be located was shown on overhead.

The property is zoned Comprehensive Development District (CDD) which is a zone that is placed on a property that doesn't have any as of right ability. The property owner has to negotiate a contract with HRM to allow for any future development on these lands. This contract is at the discretion of Council.

There are a number of policies that allow this to happen. Basically, it states that this area does have to go by development agreement and that Council has to consider a number of planning issues when they look at this proposal.

Comments from this meeting will help staff focus the analysis of this case and provide a staff report to Council at a later date. In the end, Mr. Bone will draft a staff report to Council and make a negative or positive recommendation. In addition, there may be comments from Halifax Watershed Advisory Board (HWAB) and other agencies included in the staff report.

An outline of the development agreement process was shown on overhead. The process takes approximately six to eight months.

The development agreement would stay with the properties until it is discharged by Council.

## **2. Presentation of Proposal**

Larry Gumbley, Lost Creek Village, along with Keith and Hugh Barrett decided to develop 600 acres of land currently known as Lost Creek Village. There was a concept plan showing all 600 acres being developed but the process with HRM changed. Currently, half of the land is either developed or under a grandfathered agreement to be developed. The balance of the other half of the land is what is being done as a development agreement.

The 218 proposed lots are to be built on approximately 300 acres of land (shown on overhead). Inside of the acreage, there is about 40 acres of park designed which is a combination of trails, parks, and a soccer and football field.

Back in the 1950's, the land in question was logged for hardwood, strictly resource land. In the mid 1950's, Harold Barrett purchased the property and continued to log the land for hardwood through to the early 1980's. It was then sold to Keith and Hugh Barrett who are partners in Lost Creek Village. The land is actually owned by the Barretts and Lost Creek is developing it.

The intention is to follow the same lot size which is approximately 1.5 acres. Mr. Gumbley feels the lot count will be somewhere between 175 to 218.

The road construction will be done by a company called Rycon (???). They are developing most of the roads in the County. They have a good handle on environmental problems, siltation and finishing the roads quickly. As soon as a piece of land is opened, the company hydroseeds and puts hay down which allows growth to happen instantaneously and minimizes the amount of siltation that may happen.

A traffic study was completed about three or four months ago. One thing to bear in mind is that this is a 15 year project. At the time the study was done, it was imperative that a left hand turning lane be put in at Beaver Bank Road and Windsor Junction Cross Road. This has happened. HRM found that 61 priority points of 100 is where that intersection stands right now to have traffic lights.

## **3. Questions and Comments**

Laurie Campbell, Kinsac, is very concerned about what will happen to the wildlife when the area is cleared. He is also concerned about the increase in traffic and feels there is currently enough traffic.

Mr. Bone explained that HRM conducted a regional plan exercise over the past three years. Part of that process was to determine primarily where future residential growth should be. A good portion of the Beaver Bank area was selected as a Holding Zone (no further residential developments) primarily because of traffic issues. The Regional Plan also allowed for existing applications to move forward. Traffic Services will be providing comments on whether or not they feel there is enough capacity on Beaver Bank Road.

Mr. Campbell feels the roads and maps are incorrect. Councillor Snow, District 2, mentioned that this issue is under review now. The residents are apart of that review and boundaries today aren't changed without public consultation. The homeowners will be notified.

Mr. Campbell asked about Community Council for the area. Councillor Snow explained that Marine Drive, Valley and Canal Community Council is the Council for this area and Councillor Hendsbee, Councillor Streach and herself sit on the Council. Mr. Bone mentioned that this application is completely the jurisdiction of the Community Council and this Council would make the final decision on this proposal.

Tom Margeson, Kinsac, asked where the traffic exits/entrances are located. Mr. Bone showed two entrances on Kinsac (across from William Nelson Drive and Lost Creek Drive), one on Beaver Bank Road on Pinehurst Way and there will be a connection to Pennington Drive. Mr. Gumbley explained that HRM asked that the roads be upgraded in the section called Crooked Stick Drive (across from William Nelson Drive). This will eventually attach to other road systems throughout Monarch Estates and onto Beaver Bank Windsor Junction Cross Road.

One resident asked for clarification about the connection to Pennington Drive. Mr. Gumbley explained that it is not part of the development but HRM would like to see it connect at some point. The land at that end is not very conducive. Mr. Bone explained that HRM tries to enable connections between existing subdivisions because in the end there will be flow between the communities.

Mr. Margeson asked how much pressure from this development will be placed on the current school system. Mr. Bone said there will be comment from the Halifax Regional School Board on this application and it will be discussed in the staff report. The school is mandated to provide education. Council is made aware of those issues.

Norma Reid, Kinsac, mentioned that it will take years to have another school built. She is against any further development. She is also concerned about the traffic increase and that there will only be two exits. There are no sidewalks which becomes a safety hazard. There will be more children and the crime rate will increase.

One resident was told that there would always be a greenbelt behind her property but she is concerned that will be lost with the development.

Charles Campbell, Kinsac, is mainly concerned with the environment as Nelsons Pond and Kinsac Lake have turned red since the development of Lost Creek initiated. Mr. Bone said Department of

Environment (DOE) will be consulted to see if there has to be any special requirements for this application.

Morris Munroe, Kinsac, mentioned that there is no access to the lakes and rivers because of the development. He is concerned that limitation will be more difficult with more development. Mr. Bone said Parks Staff tries to ensure public access to the lakes. The original development was done as of right; therefore, Parks Staff would not have been consulted. Mr. Bone will talk with Parks Staff and the developer to negotiate something with the accessibility to the water.

One resident said there is no right of way to the lakes and rivers. It has been taken over by the golf course and people are told to stay off the property.

Bonnie Stevens, Kinsac, concurs with everyone else's comments. The color of the lakes are definitely different. In this area, trails already exist. With more development existing trails will disappear. She does not see the good in the growth.

Brett Larson, Beaver Bank, understands everyone's concerns but enjoys living in Lost Creek Village.

Sharon Orr, Kinsac, asked if there will be development around Nelson's Pond. The pond acts as a filtration system for the land. Even the development of a park will damage the pond. Mr. Bone explained that the proposal shows parkland around the pond. Parkland can manifest itself in a number of different forms. The land isn't necessarily developed for a play ground. It can be left in it's natural state.

Rosemarie Tyler, Pennington Drive, has seen and is concerned for the many types of wildlife. She does not want to lose this and would like that portion of the land saved.

Mr. Munroe asked why the public cannot have access to the lakes. Mr. Bone explained that lakes are property of the Province and typically the property around them are privately owned. There are rights to cross the land for licensed fisherman. Before the Regional Plan went into effect, August 26, 2006, HRM originally asked for 5% of parkland. Now parkland is at 10% of the original land development. Negotiations will have to be made with the developer as to whether or not they will be contributing 5% or 10% as this application is grandfathered under the former rules.

Ms. Reid said money can be taken instead. Mr. Bone said HRM is entitled to 10% of the value of the land. That can be taken in land or money or a combination of both. A Parkland Planner makes this decision.

One resident asked where the cash would be placed. Does it stay in the area? Mr. Bone said it goes into a parkland account but is not exactly sure how it works. Councillor Snow said it can be pegged for a specific area. Mr. Bone said that with a large area a combination of land and money is typical. HRM wants to have the land developed into parkland.

Victor Cobb, Grove Avenue, Chair of the Beaver Bank Residents Association, explained that there were meetings held with Dave McCusker and the residents were told at that time that there wasn't

going to be anymore development. If this application is approved, what will stop the snowball effect. Mr. Bone said that the only people grandfathered under the former rules were the people who had applications in process before the Regional Plan went into effect. In reviewing this application, the issues that stopped development in the Beaver Bank area were around before the planning policy came into effect and they are still around. Those will be reviewed as part of this process and will impact the end result of this application. All comments have not yet been received.

Mr. Cobb said about ten years ago he worked with a group on the Beaver Bank By-Pass and everything was a go. With the new plan, that By-Pass was gone. After a lot of pressure, it was put back on the books. If pressure isn't put on the issue this will go away again. Mr. Bone said the difficulty with the By-Pass roads is that they have change hands many times over the years. He wouldn't foresee any change to the development ban until there are some changes in road construction as that seems to be the key factor. Councillor Snow reminder everyone that it is the developers who build roads, not HRM. HRM takes over after the road has been built. It will take developers and growth for the By-Pass to happen. It was past through Regional Council not too long ago that HRM will buy up corridors that are needed to build the By-Pass. With respect to traffic and lights, she feels that the lights at the Beaver Bank Windsor Junction Cross Road intersection will be installed in the near future.

Mr. Cobb doesn't believe that it is the growth but the type of growth that is bothering people so much. Once water and sewer went into the area, the growth started to happen. People just want their space. Councillor Snow mentioned that Lost Creek does not have city services; therefore, they are big lots. Mr. Bone said this particular area is not within sewer and water districts and there is not intent to extend them beyond where they are today. As a result, the lots would be a minimum of one acre in size.

Trevor Russell, Kinsac, wonders where the new homes are going to get their water and how will it affect the water pressure (quantity and quality) in the existing homes. Mr. Bone will contact a hydrologist to get some background on this issue.

Joan Lynds, Beaver Bank, said she has to buy water every two weeks in the summer to fill her well. She hasn't had any issues until recently. She is also concerned about increased traffic.

Kim Gilby, Pennington Drive, is concerned about the traffic connecting to her neighbourhood. Currently, the roadways cannot handle the added pressure and there are no sidewalks. Will Pennington Drive be upgraded once the connection is made? She is concerned it will end up becoming a shortcut. Mr. Bone said Traffic Services will check out Pennington Drive and do a survey to see if they feel there is an issue with an increase in vehicles.

Ron Moakler hopes the traffic lights at Beaver Bank Windsor Junction Cross Road intersection go in soon as there will be an accident there one day with the new left hand turning lane there. Councillor Snow mentioned that the engineers feel that if the traffic flow is smooth then the left hand turning lane is working. Infrastructure is being done for the set of lights. Councillor Snow asked that everyone write to her regarding putting a set of lights at the Beaver Bank Windsor Junction Cross Road intersection.

David Barrett, Beaver Bank, likes the way Beaver Bank has grown. He has been told that the light system is geared to be put in at Beaver Bank Windsor Junction Cross Road and encouraged the residents to write a letter to the Mayor, Councillors and their MLA. Everyone should work together and make the community stronger.

Eric Joudrey, Beaver Bank, asked where the first 20 lots are going to be built and when will the development start. Mr. Gumbley explained that there is probably three to five years left of development within the area that does not have final approval. Once approval is obtained and it is built out, the land under this application will then begin, if approved (shown on overhead). They would like to be able to get into the park area of Nelson Pond. They feel it is important to have the paths set up initially as there will be about 40 acres of parkland, a combination of actual parks and walking trails. Mr. Bone mentioned that any of the walking paths and trails will be in HRM ownership; therefore, they would be public land.

Keith McLearn, Kinsac, said people with privately owned properties have stopped people from walking to the river.

Matthew Gudger, Tucker Lake Road, asked the developer to help the residents and go to the Mayor and Councillors regarding the traffic lights at the Beaver Bank connector. He would like to see the developer give to the community and fight for Beaver Bank.

Councillor Snow asked if there were any objections to using the sign up sheet from the meeting to enter a petition to Council regarding the traffic lights. Everyone concurred.

John Murphy, Kinsac, would like to know when the residents would get feedback from Mr. Bone regarding some of the issues brought to light. Mr. Bone explained that he would ask the questions to other agencies. Based on the results, he will write a staff report with either a positive or negative recommendation. At that point, a public hearing is scheduled and a notice will be circulated. The staff report, which contains the issues, will then be available. In the end, from staff's and agencies' opinions, if there is an issue it will be discussed in the report, if the issue is not significant, it may be mentioned but not discussed in length.

Charles Campbell would like to know who will enforce the rules and regulations for the development. Mr. Bone said that the erosion and sedimentation controls are a Provincial regulation. HRM checks the plans when they come in to make sure they are proper from an engineering perspective. There can be tighter controls placed in the development agreement. Typically, the development agreement requires the plans to be done by a qualified engineer. In some cases, HRM requires more stringent controls or supervision on the site.

Mr. Gudger asked if there would be a conflict of interest with Councillor Streach. Mr. Bone explained that Councillor Streach would probably confer with a solicitor and then make the decision.

Kevin Crewe, Lost Creek Village, is concerned with the heavy equipment being brought in and out. Will the roads be done at one time? Mr. Gumbley said the roads will be done in phases as the

development will happen over at least a ten year period. There are only a couple of times of the year that you can do road construction in Beaver Bank area because of the soil conditions. One is dry summer and the other is mid-winter. Gear coming and going hasn't been an issue in the past and we'll make sure it won't be in the future.

One resident said since Lost Creek Village was development behind her property, there have been water problems and flooding.

Margo Leanord, Pennington Drive, said the traffic is a big concern of hers. She is not in favour of this development.

#### **4. Adjournment**


The meeting adjourned at approximately 8:51 p.m.



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**Marine Drive Valley and Canal  
Community Council  
{Date}**

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

**SUBMITTED BY:**   
Dr. Wayne Stobo, Chair, Halifax Watershed Advisory Board

**DATE:** July 28, 2008

**SUBJECT:** **Case 00898: Development Agreement – Phases 5-10 of Lost Creek Village – Request for rezoning**

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**ORIGIN**

At its regular June meeting, the Halifax Watershed Advisory Board discussed a rezoning application by Lost Creek Inc for three properties currently zoned MU-1, to Comprehensive Development District (CDD).

**RECOMMENDATION**

The Halifax Watershed Advisory Board recommends the approval of the application for rezoning by Lost Creek Village Inc., subject to the recommendations set out in Attachment "A" of this report.



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## **BACKGROUND**

The proposed development consists of three (3) undeveloped properties totalling 410 acres located south of Kinsac Road, just west of Kinsac Lake and immediately behind the village of Kinsac. There are as of right developments to the north and west of these properties. The proposed development will be unserved.

## **DISCUSSION**

The area in question is currently surrounded on two (2) sides by residential development and there is no feature of the properties in question or the general plan to develop residential housing that of and by itself poses a significant risk to the area's watershed. The impact of development will depend very much on the details of the development agreement that may follow.

Kinsac Lake forms part of the headwaters of Shubenacadie river system. Kinasc River flows north into Shubenacadie Lake and the Shubenacadie River. The river is a primary drinking water source for several communities in Hants County, and supports a number of important fish species. Great care should be taken during and after construction to prevent any degradation of water sources for Kinsac Lake.

The Board supports the plan to create a permanent conservation area to protect a natural wetland area on the western side of the development. Wetlands provide a number of important functions in a watershed. First of all they help to improve water quality from adjacent runoff. They also provide essential habitat for wildlife.

Trails should remain unpaved to discourage their use by motorized vehicles and thus reduce petroleum leachates from entering the environment and nearby streams. Motorized vehicles, especially off road ATVs and motorcycles, contribute to destruction of vegetation, erosion, and leave behind contaminants that find their way into local watercourses. Porous trail beds located as far from streams as possible, help to absorb rainfall and slow runoff into nearby watercourses.

Poorly constructed crossings can significantly impede the movement of aquatic life, including resident and migrating fish species. Stream crossings should be constructed to minimally impact the streambed and adjacent banks.

The Board supports the developer's plan to include a conservation area to protect a local wetland, and buffers for all watercourses within the area of concern.

The Board is not satisfied with the amount of supporting information provided for the development plan, which is essential in order to make informed recommendations. The Board could have offered more advice on the development plan had the information been received.

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### **BUDGET IMPLICATIONS**

Budget Implications associated with the recommendations have not been identified. Any associated budget implications would need to be determined by HRM staff and disclosed to Marine Drive Valley and Canal Community Council in a subsequent report.

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

Implications to any Financial Management Policies or Business Plans associated with the recommendations have not been identified. Any associated implications would need to be determined by HRM staff and disclosed to Regional Council in a subsequent report.

### **ALTERNATIVES**

None suggested

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

Report prepared by: Barbara Coleman, Legislative Assistant

**ATTACHMENT "A"**

**Recommendations: Case 00898: Development Agreement – Phases 5-10 of Lost Creek Village, Beaver Bank.**

Halifax Watershed Advisory Board recommends:

1. An undisturbed buffer zone of 30 metres as recommended in HWAB guidelines for all water courses. This includes Nelson Pond, the small pond beside the railway track, the intermittent stream which flows into Nelson Pond and the conservation wetland.
2. Lots, 1004, 1006, 1007 to remain undeveloped to further protect the stream to Nelson Pond
3. No motorized vehicles be allowed on the trails along the stream. Trails should remain passive and unpaved and constructed as far from the stream as possible to allow for cleansing of runoff.
4. Any stream crossings should be a bridge, or open bottomed culvert
5. The Board would like to review and comment on Storm Water Management and Erosion and Sediment Control plans when they are available.
6. A mandatory pump-out of all on-site septic systems every three years.
7. Homes should be equipped with water conservation technologies.