

Item 10.1.1

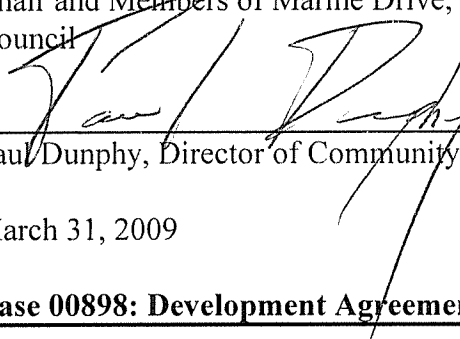


PO Box 1749
Halifax, Nova Scotia
B3J 3A5 Canada

Marine Drive, Valley and Canal Community Council
April 23, 2009

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

SUBMITTED BY:


Paul Dunphy, Director of Community Development

DATE: March 31, 2009

SUBJECT: Case 00898: Development Agreement - Lost Creek Village

SUPPLEMENTARY REPORT

ORIGIN

- An application by Lost Creek Village Inc., to rezone approximately 40 acres of land from Mixed Use 1 (MU-1) to Comprehensive Development District (CDD) and enter into a development agreement to permit Phases 5 - 10 of Lost Creek Village in Beaver Bank.
- On March 5, 2009 Marine Drive, Valley and Canal Community Council (MDVCCC) held a Public Hearing to consider the proposed rezoning and development agreement. At that meeting, MDVCCC approved the proposed rezoning.
- On March 30, 2009 the rezoning became effective and Council is now in a position to consider the proposed development agreement.

RECOMMENDATION

It is 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 A 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.

above, as well as the option of permitting more than 10 lots prior to a tender being issued to connect the Bypass to Beaver Bank Road.

Staff's opinion relative to the issue of traffic capacity has not changed and, as a result, the proposed development agreement set out in Attachment A has not been revised. If Council wishes to approve an alternative to the phasing provisions contained in the proposed agreement, it will be necessary that Council clearly indicate the details of its preferred approach in the motion of approval.

2) Dry Hydrants

Clarification was requested on whether the Regional Municipal Planning Strategy (RMPS) requires the installation of dry hydrants in unserviced subdivisions.

Upon review, staff have determined that the RMPS does not require the installation of dry hydrants in unserviced subdivisions. However, in some cases, where there is a need and an adequate water source and staging area, dry hydrants have been incorporated into new subdivisions. In the case of Lost Creek Village there is no access to Kinsac Lake which renders Nelson Pond the only potential water source for a dry hydrant.

At this point it is not known if Nelson Pond and the surrounding lands would provide a suitable water source and staging area for a dry hydrant. However, the potential for establishing a dry hydrant on a portion of the future 15 acre park that abuts Nelson Pond, or on private lands on the other side of the pond, can be considered during the subdivision approval process (Map 3). It would be necessary for staff from Parkland Planning, Fire Services and Development Engineering to review any plan for a dry hydrant to ensure that there is an adequate water source and staging area which does not compromise the recreation objectives that the park is intended to serve.

Conclusion

Staff are of the opinion that the proposed development agreement is consistent with the intent of the MPS for development within the CDD Zone. Staff recommend that MDVCCC approve the proposed development agreement as set out in Attachment A of this report.

BUDGET IMPLICATIONS

There are no budget implications. The Developer will be responsible for all costs, expenses, liabilities, and obligations imposed under or incurred in order to satisfy the terms of this Agreement. The administration of the Agreement can be carried out within the 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. This alternative is not recommended as staff are satisfied that the proposed development agreement is consistent with the policies and intent of the MPS.

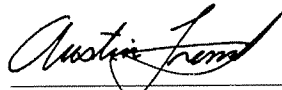
ATTACHMENTS

Map 1	Generalized Future Land Use Map
Map 2	Zoning and Notification Map
Map 3	Concept Plan
Attachment A	Proposed Development Agreement
Attachment B	MPS Policies
Attachment C	LUB Requirements - MU-1 and CDD Zones
Attachment D	Public Information Meeting Minutes

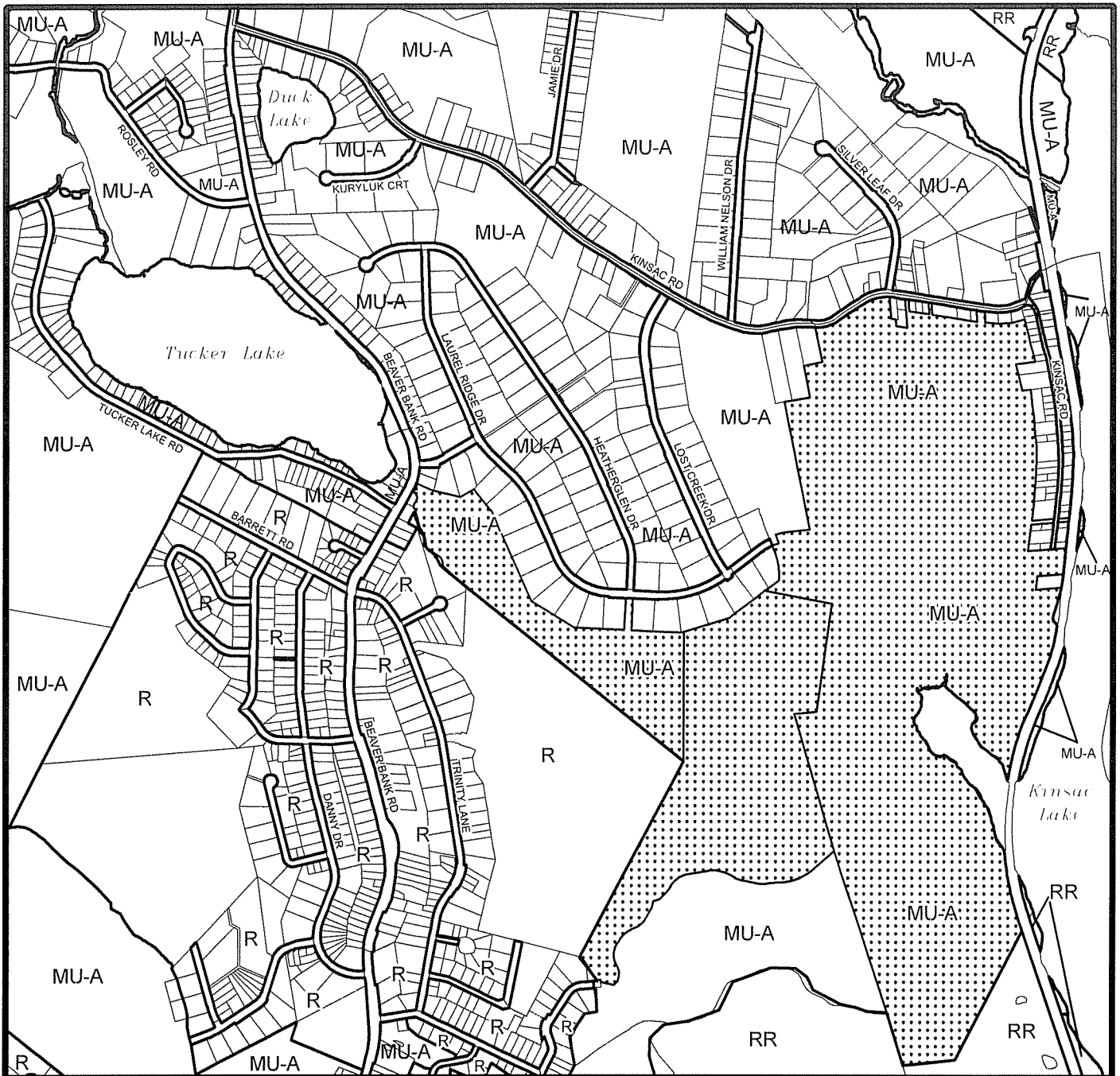
A copy of this report can be obtained online at <http://www.halifax.ca/commcoun/cc.htm> then choose the appropriate Community Council and meeting date, or by contacting the Office of the Municipal Clerk at 490-4210, or Fax 490-4208.

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

Report Approved by:



Austin French, Manager of Planning Services, 490-6717



Map 1
Generalized Future Land Use



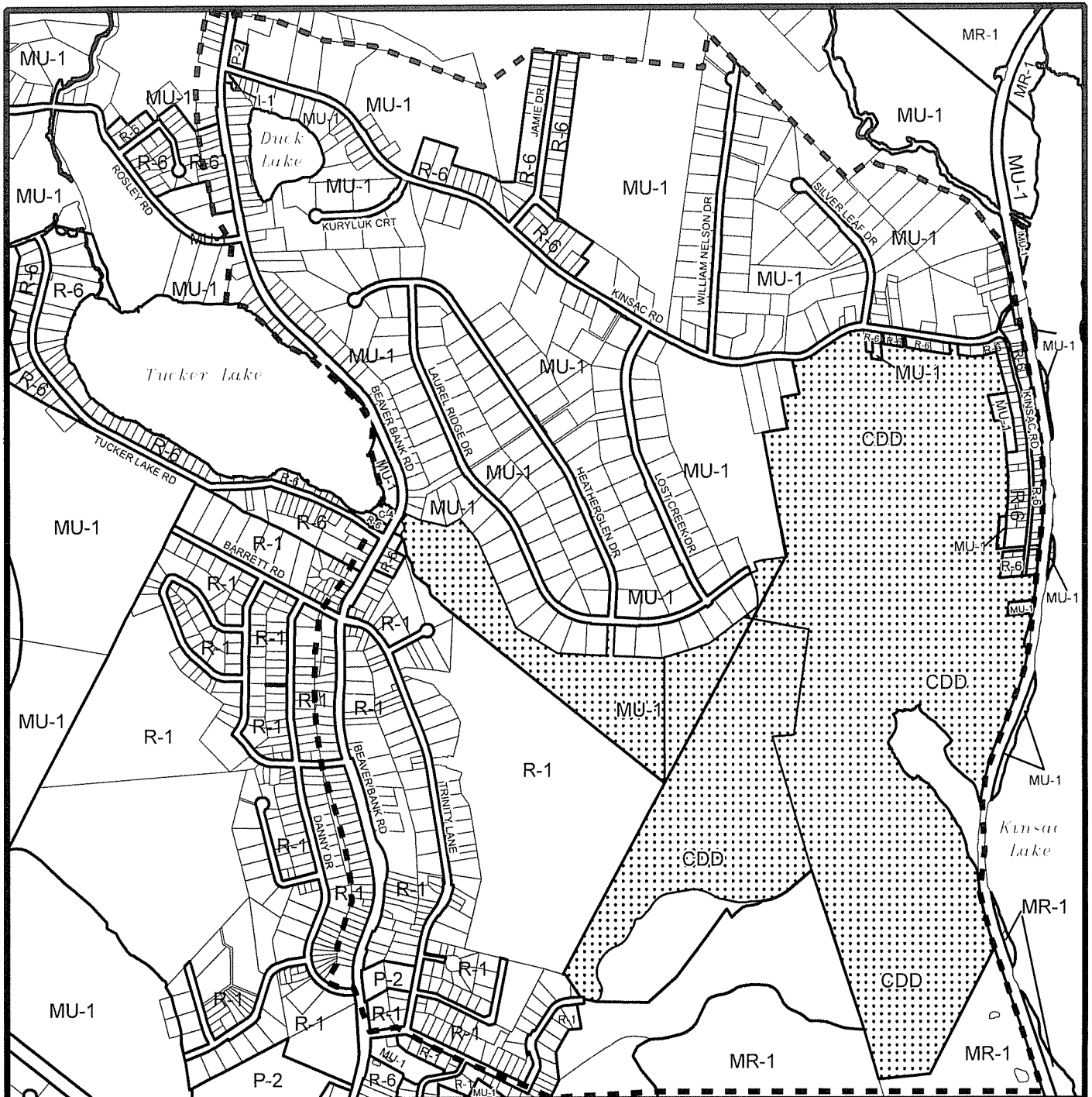
Subject Properties

HALIFAX
 REGIONAL MUNICIPALITY
 Planning Services



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





Map 2 Zoning



Subject Properties

HALIFAX
REGIONAL MUNICIPALITY
Planning Services

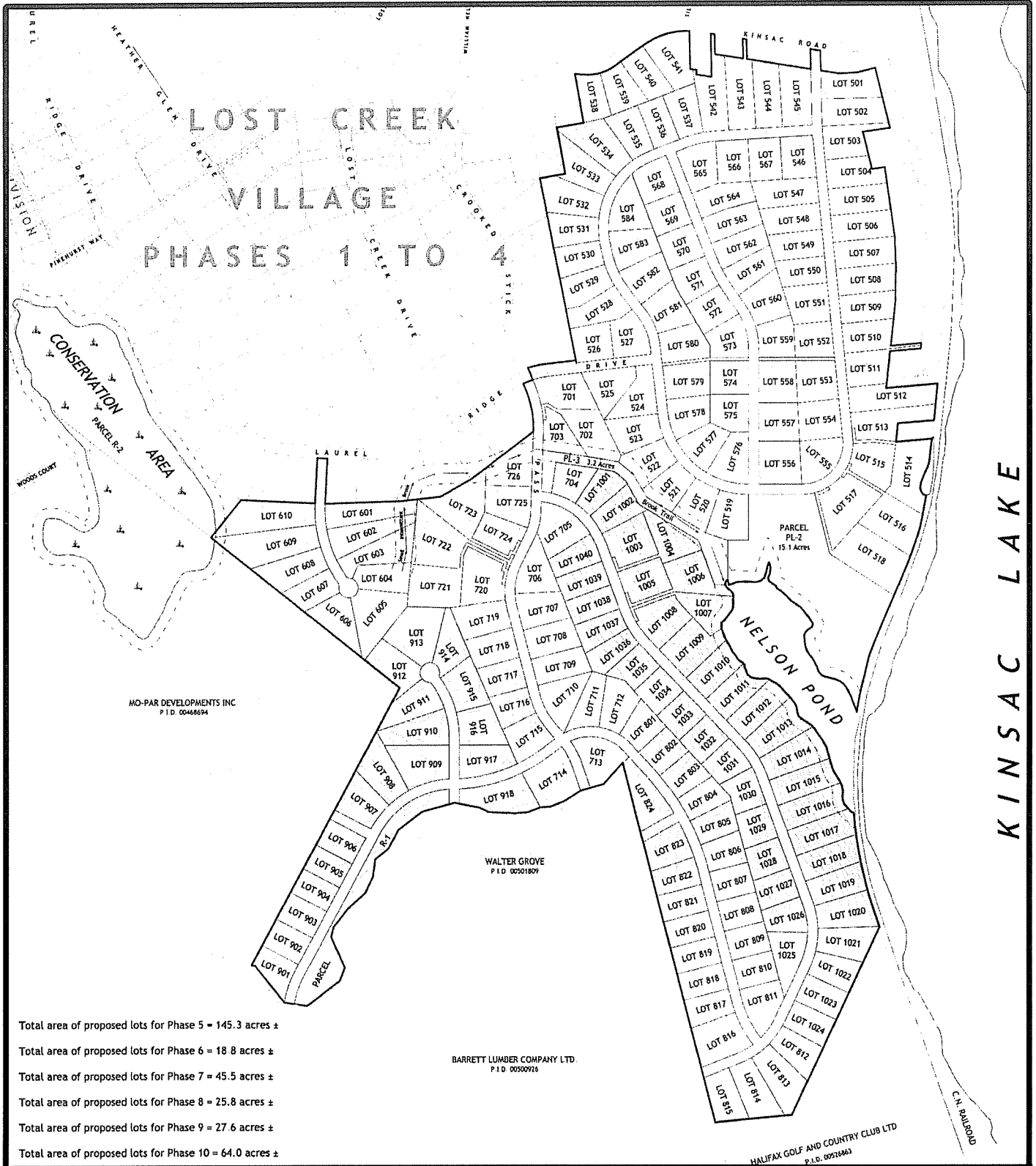


R-1 Single Unit Dwelling Zone
R-6 Rural Residential Zone
MU-1 Mixed Use 1 Zone
MR-1 Mixed Resource Zone

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

--- Notification Area





- 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**



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:

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- (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.

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- 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

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- (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.

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- 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, environment, 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

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- (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

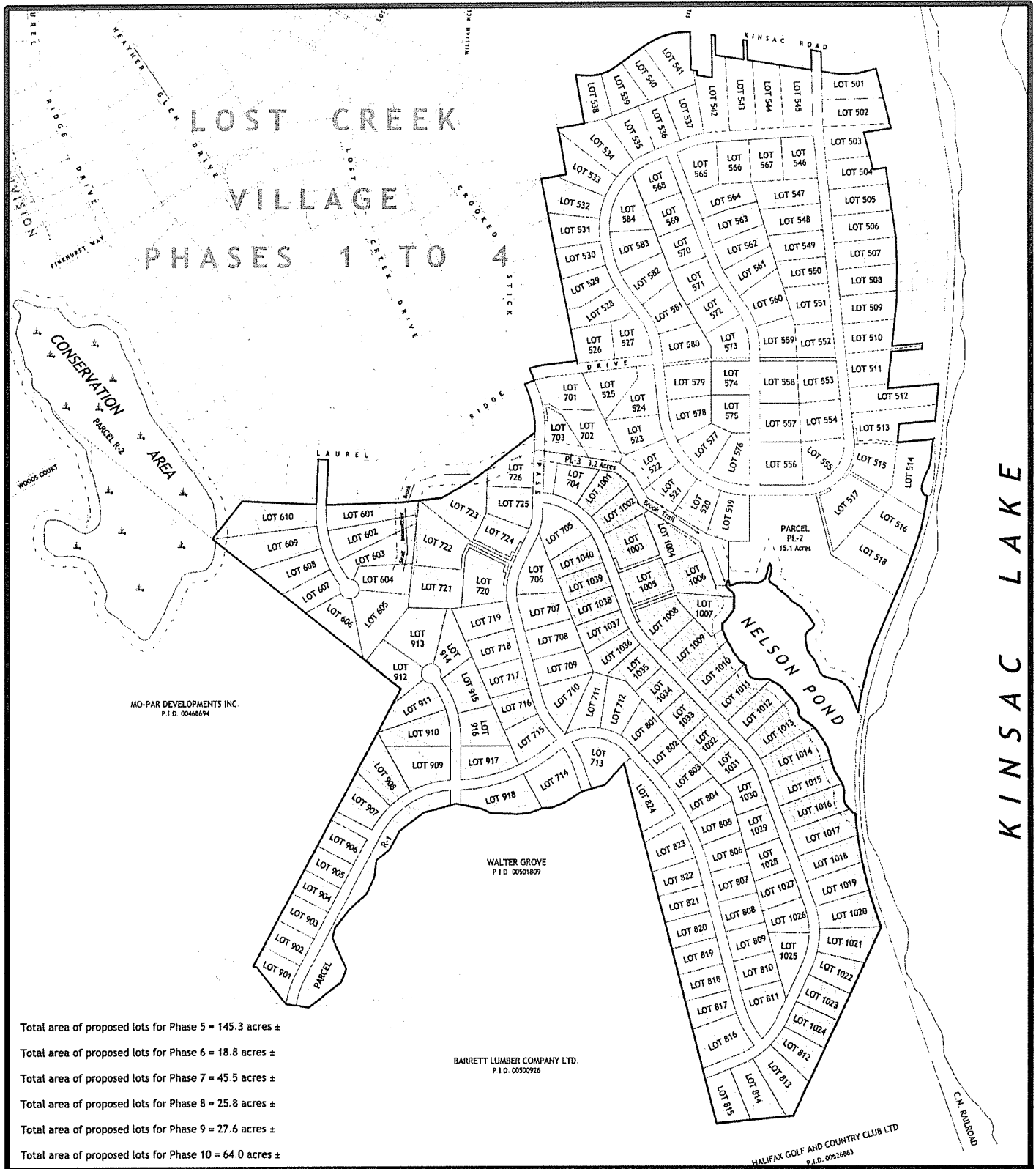
) **KEITH AND HUGH BARRETT**
)
) Per: _____

)
) 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 B: 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;

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- (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.
- (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 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 C: 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 ²)
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.
- (c) 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;
- (c) 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.
- (c) 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 D: Public Information Meeting Minutes

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

**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

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 part 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.

Council Report Sign-Off Sheet

Subject: Case 00898 - Development Agreement, Phases 5-10 Lost Creek Village

Meeting Date: ____ Regular Council In Camera Information Report
 Community Council Board/Committee

Prepared by: Joseph Driscoll, Community Development Date: March 31, 2009
Name and Business Unit

√	Stakeholder - Internal	Reviewed By	Date/Time	Time Spent on Report	Initial/Signature
	Not Required (unique to originating BU)				
	BPIM				
	CD				
	Finance - FinTrack - Accounts - Financial Consultants - Procurement - Manager				
	Fire				
	HR				
	IAM				
	Legal - By-Laws - Admin Orders - Other				
	Police				
	TPW				
	Library				
	Halifax Water				
	Councillor(s)				
	Regional Youth Advisory Committee (RYAC)				