HALIFAX
REGIONAL MUNICIPALITY

PO Box 1749
Halifax, Nova Scotia
B3J3A5 Canada

3.2.

North West Community Council
February 12, 2008

TO: North West Community Council

SUBMITTED BY: Gail Harnish /for
Ann Merritt, Chair
North West Planning Advisory Committee

RE: Case 00987 - Townhouse Development Agreement, 156 Beaver Bank Road, Sackville

DATE: February 7, 2008

ORIGIN

North West Planning Advisory Committee meeting - February 6, 2008

RECOMMENDATION

The North West Planning Advisory Committee recommend that North West Community Council:

1. Give Notice of Motion to consider the proposed development agreement set out in Attachment A of the report dated January 15, 2008, and schedule a public hearing;

2. Approve the proposed development agreement, as contained in Attachment A of the report dated January 15, 2008, to permit a 28 townhouse unit development on the subject property; and

3. Require the agreement be signed and delivered within 120 days, or any extension thereof granted by North West Community Council on request of the applicant, from the date of final approval of said agreement by North West 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.

ATTACHMENTS

Staff report dated January 15, 2008

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: Gail Harnish, Admin/PAC Coordinator, 490-4937
Report reviewed by: Ann Merritt, Chair, North West PAC

HALIFAX
REGIONAL MUNICIPALITY

PO Box 1749
Halifax, Nova Scotia
B3J 3A5 Canada

North West Planning Advisory Committee
February 6, 2008

TO: Chair and Members of North West Planning Advisory Committee

SUBMITTED BY: Paul Dunphy, Director of Community Development

DATE: January 15, 2008

SUBJECT: **Case 00987: Townhouse Development Agreement, 156 Beaver Bank Road, Sackville**

ORIGIN

An Application by Terrain Group Inc. on behalf of Ramar Developments Ltd. to permit 28 townhouse units at 156 Beaver Bank Road (PID 00331595), Sackville by development agreement.

RECOMMENDATION

It is recommended that North West Community Council:

1. Give Notice of Motion to consider the proposed development agreement set out in Attachment A of this report and schedule a public hearing;

2. Approve the proposed development agreement, as contained in Attachment A of this report, to permit a 28 townhouse unit development on the subject property; and

3. Require the agreement be signed and delivered within 120 days, or any extension thereof granted by North West Community Council on request of the applicant, from the date of final approval of said agreement by North West Community Council and any other bodies as necessary, whichever is later, including any appeal periods. Otherwise this approval shall be void and any obligations arising hereunder shall be at an end.

BACKGROUND

Location, Designation, Zoning and Surrounding Land Uses:

- The subject property is a 3.98 acre parcel of land at 156 Beaver Bank Road in Sackville, located north of Glendale Drive and south of Millwood Drive (PID 00331595) (Map 1).
- The property is designated Urban Residential under the Sackville Municipal Planning Strategy (MPS) and zoned Single Unit Dwelling (R-1) under the Sackville Land Use By-law (LUB) (Maps 1 and 2).
- The property is adjacent to Sunnyvale Crescent and across Beaver Bank Road from Boxwood Crescent, both of which are zoned R-1.
- There is a single unit dwelling and accessory building on the subject property which will be removed.
- The property rises between 3-12 metres from the front property line along Beaver Bank Road to the rear property line that abuts the residential properties on Sunnyvale Crescent.

Enabling Policy:

Policy UR-6 of the Sackville MPS enables Council to consider proposals for townhouse development within the Urban Residential designation through the development agreement application process. The relevant MPS policies and LUB provisions are included as Attachments B and C to this report. The main policy intent is to enable townhouse development while ensuring that elements such as site access, building size and design, landscaping, and buffering are considered in order to achieve compatibility with adjacent residential development.

Proposal:

Ramar's proposal includes 28 townhouse units oriented towards Beaver Bank Road as illustrated on Map 3. The 28 townhouse units proposed for the site represents a population density approximately equal to what could be achieved as-of-right with single unit dwellings. Access to the individual dwelling units from Beaver Bank Road is gained via one of two shared driveway accesses and laneways. Access over the shared driveways to individual properties and pedestrian access to the rear of middle unit townhouses is provided through deeded easements. The proposal also includes a buffer area adjacent to abutting properties on Sunnyvale Crescent and Hillsdale Crescent within which no grade alteration or tree removal would be permitted.

DISCUSSION

Issues:

Staff have reviewed the proposal based on all applicable policies of the Sackville MPS. The following issues have been identified for detailed discussion.

Access and Traffic: Each unit is located on an individual lot and gains access to Beaver Bank Road via a shared internal driveway in accordance with Policy UR-6.The two proposed accesses to Beaver Bank Road will have less impact than the as-of-right development scenario, which could result in 11 or more individual private driveways on Beaver Bank Road and a short cul-de-sac. Although the proposal seeks to increase the number of units above what could be achieved as-of-right, the additional number of vehicle trips generated per day would be insignificant and HRM Development Engineering staff have indicated that the proposal is more desirable from an

overall traffic management perspective because of the greater control over access to Beaver Bank Road.

Compatibility with Adjacent Land Uses: The proposed development is adjacent to single unit dwellings on Beaver Bank Road, Sunnyvale Crescent and Hillsdale Crescent. There are also single unit dwellings across Beaver Bank Road and on nearby Boxwood Crescent. As set out in Policy UR-6, the proposed development agreement includes controls related to separation distances and buffering, landscaping and the height, bulk and appearance of buildings to address potential impacts on adjacent properties.

The proposed development agreement requires that yard setbacks to adjacent properties meet or exceed those established under the Townhouse Dwelling (R-5) Zone of the Sackville Land Use By-law. Ramar Developments has proposed a buffer area that ranges between approximately 15 and 150 feet in width, to act as a buffer and visual screen to adjacent properties on Sunnyvale and Hillsdale Crescents as well as to the parcel directly north of the subject property on Beaver Bank Road. The proposed development agreement requires that existing vegetation within the buffer is retained and prohibits Ramar and all future property owners from removing any trees or vegetation without first obtaining written approval from HRM. The proposed development agreement also requires that a solid board wood fence be erected along the southern boundary of the property to provide a visual screen to an adjacent residential property that sits at a slightly lower elevation than the subject property.

The proposed agreement requires that Ramar Developments plant approximately 85 new trees as well as low-lying shrubs and hedges in front of the units and along Beaver Bank Road to provide an attractive appearance from the street. Also, a portion of the front facade of each unit shall be clad with brick or stone and each unit shall include a garage. The agreement requires that all building facades contain projections and recesses to avoid the appearance of long unobstructed walls and reduce the visual scale of the buildings. Although the height of the middle unit townhouses slightly exceeds that permitted in the R-5 Zone, secondary roof structures are included to reduce the visual scale of the buildings. Since the design, roof pitch and maximum height of the buildings is controlled through the development agreement and most abutting properties are located at higher elevations, it is the opinion of staff that this additional height is compatible with adjacent land uses.

Public Open Space: Development applications involving subdivision are subject to a park dedication in the form of land, cash-in-lieu of land or site development of parks. Although there was concern expressed at the Public Information Meetings regarding the lack of parkland in the surrounding area, staff are of the opinion that the location and topography of most of the site render it unsuitable for the development of a Neighbourhood Park.

Since Ramar has proposed to protect approximately 30% of the site as an undisturbed privately owned buffer area, staff are of the opinion that a cash-in-lieu of land contribution is of greater value to the community. The development agreement cannot direct the expenditure of parkland funds outside of the subject property. The expenditure of any equivalent value in cash collected by HRM as a result of subdivision is at the discretion of Regional Council through the budgeting

process. Due to the lack of parkland within the area, staff are of the opinion that the equivalent value in cash dedication should be allocated towards the development of existing parks whose service delivery catchment areas include the subject property and the adjacent subdivision. North West Community Council would have to initiate this request with Regional Council for staff to prepare a report that supports redirecting the equivalent value contribution to parks in the area.

Public Information Meetings:
Two public information meetings were held for this application. The first meeting was held on February 19, 2007 at Acadia School. Subsequent to receiving public input at this meeting and a review by staff, Ramar Developments revised their proposal. As a result, a second public information meeting was held on September 17, 2007 at Sackville Heights Community Centre. Items raised by the public at both meetings include concern with traffic and access to Beaver Bank Road, water and sewer capacity, possible traffic disruptions during construction, tree retention and separation from existing dwellings, the location of the proposed park, and the appearance and maintenance of the development.

Minutes from both meetings are enclosed as Attachment D. The proposed development agreement includes controls on the size and appearance of the buildings, establishes a buffer area between the proposed lots and adjacent properties within which existing trees and vegetation must be retained, and limits the number and location of access points onto Beaver Bank Road. HRM staff have determined that there is water and sewer capacity to service the proposed development and there will be controls on construction to limit disruption on Beaver Bank Road. If Community Council sees fit to schedule a public hearing for this application, public notices advertising the hearing will be placed in the newspaper and property owners within the notification area will be contacted individually.

Conclusion:
It is the opinion of staff that the proposed development is consistent with the intent of the Sackville MPS for townhouse development within the Urban Residential designation. Staff are also of the opinion that issues such as the compatibility of the proposed development to the site, the relationship of the proposal to surrounding land uses and the capacity of municipal infrastructure have been adequately addressed in the proposed development agreement. Staff recommend that North West Community Council approve the proposed development agreement, included as Attachment A to 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 and the work 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 included as 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 approve the proposed development agreement subject to modifications. This may necessitate further negotiation with the applicant and may require a second public hearing.

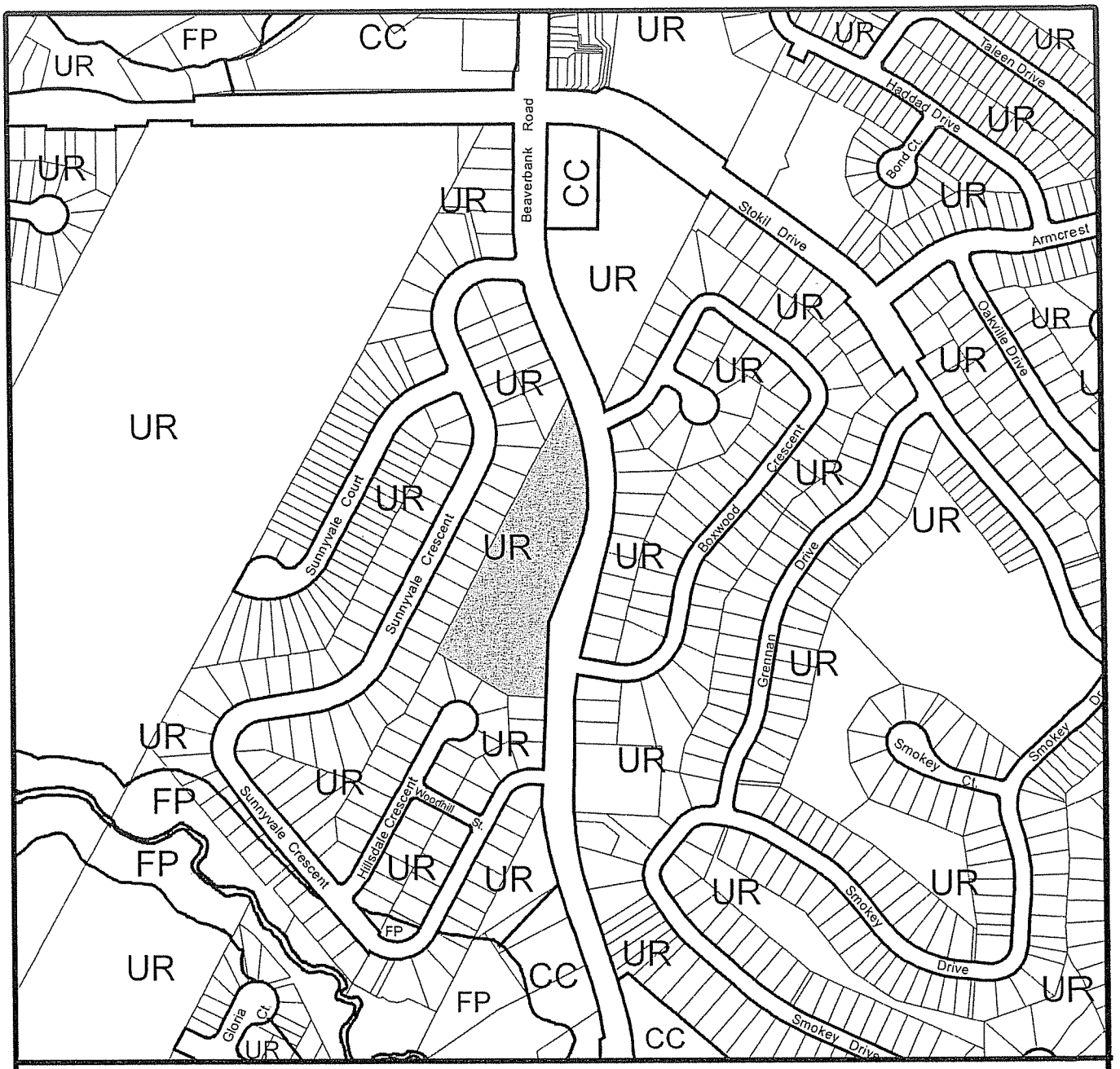
ATTACHMENTS

Map 1	Generalized Future Land Use Map
Map 2	Zoning and Notification Map
Map 3	Site Plan
Attachment A	Proposed Development Agreement
Attachment B	MPS Policies
Attachment C	LUB Requirements for R-5 Zone
Attachment D	Public Information Meeting Minutes - February 19, 2007
Attachment E	Public Information Meeting Minutes - September 17, 2007

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, 869-4262

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



Map 1
Generalized Future Land Use

Subject Property

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Planning Services

UR Urban Residential Designation
CC Community Commercial Designation
FP Floodplain Designation

N

150 0 150 300
Meters

Feb 27, 2007

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

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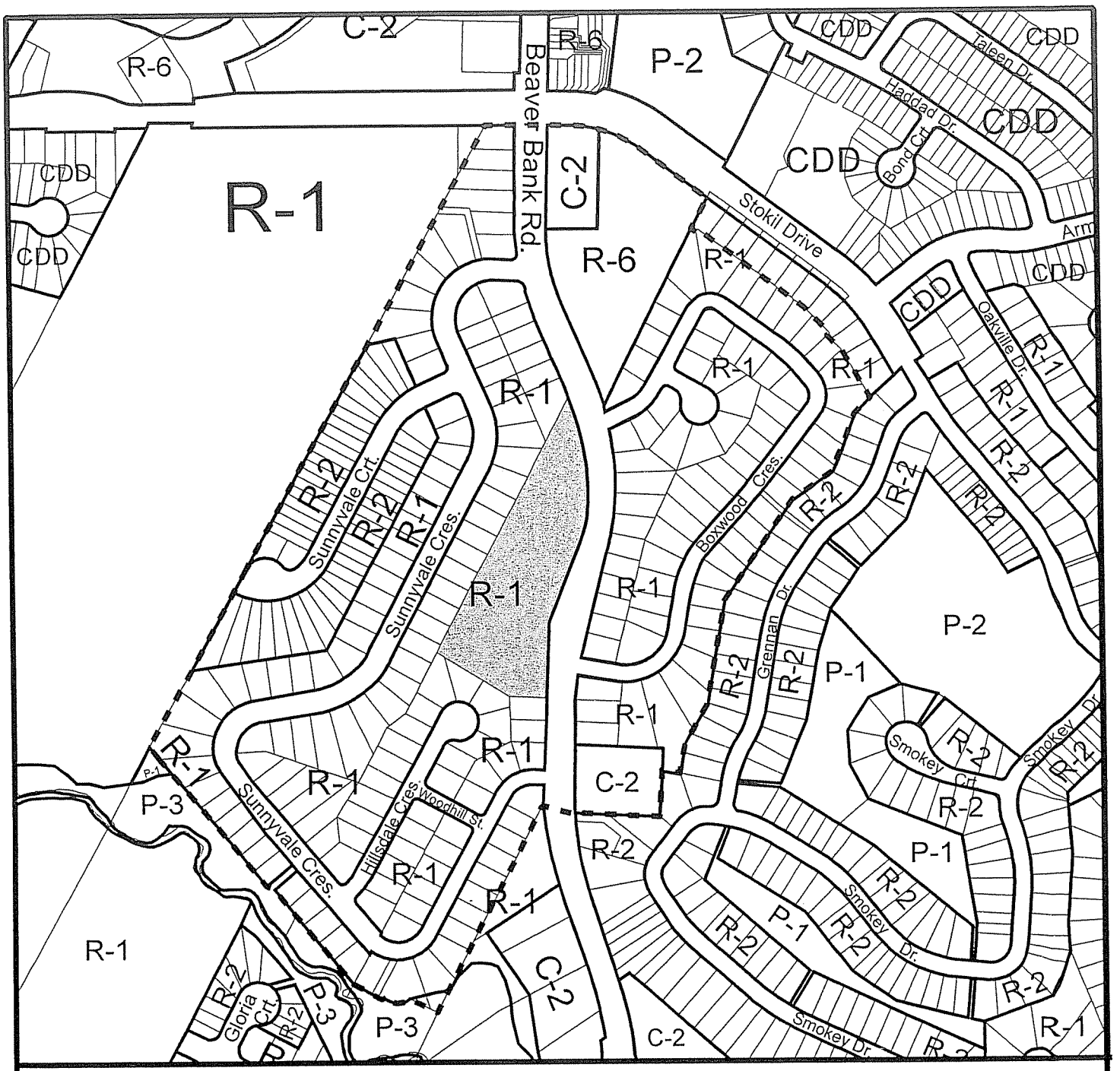

Map 2
Zoning

Subject Property

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R-1	Single Unit Dwelling Zone	P-2	Community Facility Zone
R-2	Two Unit Dwelling Zone	P-3	Floodplain Zone
R-6	Rural Residential Zone	C-2	Community Commercial Zone
P-1	Open Space Zone	CDD	Comprehensive Development District

Notification Area

N

140 0 140 280 Meters

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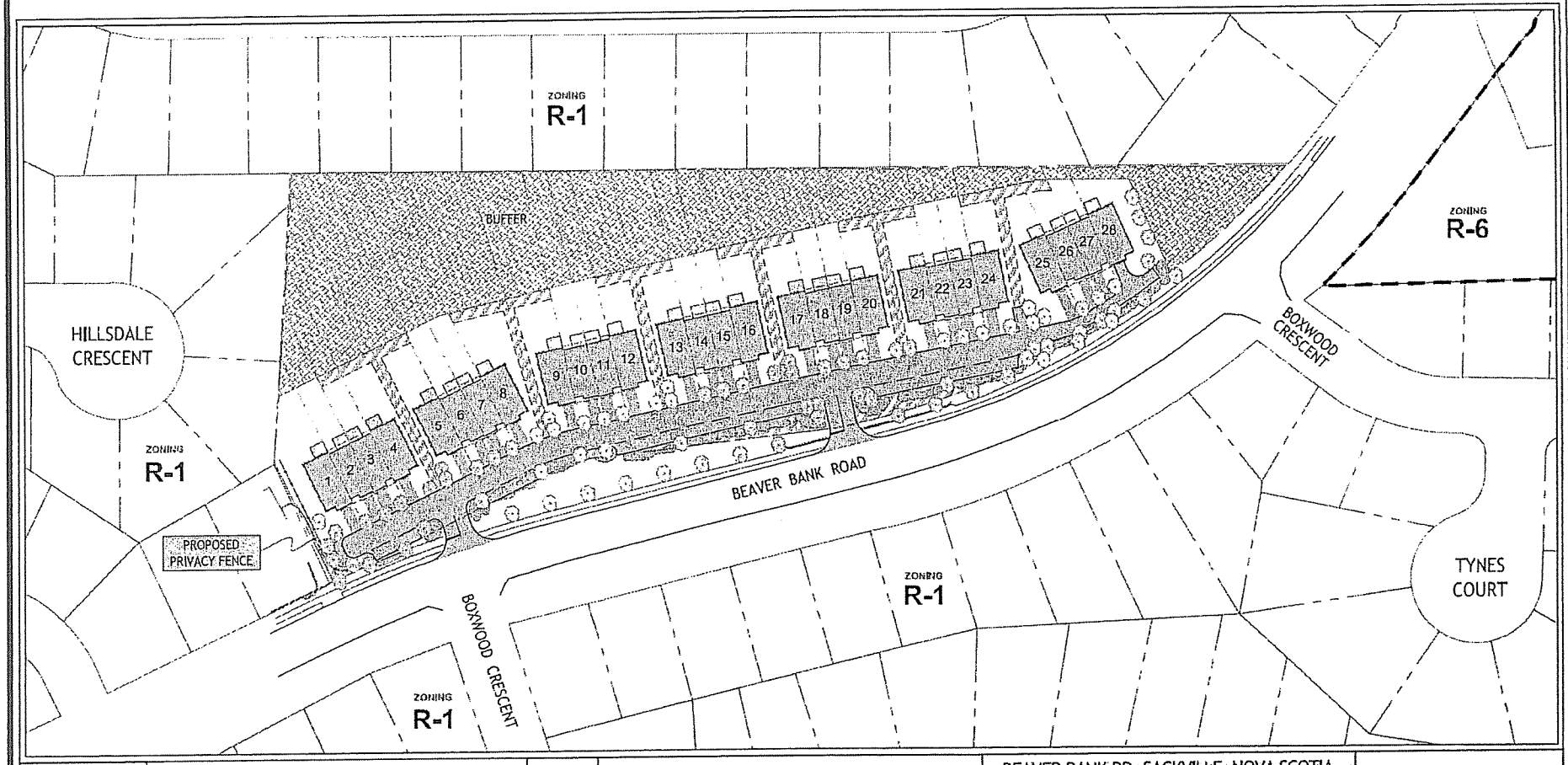

SITE ANALYSIS

NOTES

- EXISTING TREES TO BE RETAINED WHERE POSSIBLE
- PROPOSED TREES
- PROPOSED LOW-LYING SHRUBS
- PROPOSED ACCESS EASEMENT

SCALE 1:1000

20m 10 0 20 40 60 80m

60ft 40 20 0 50 100 150 200 250ft

BEAVER BANK RD, SACKVILLE, NOVA SCOTIA

CONCEPT PLAN

PROPOSED TOWNHOUSE DEVELOPMENT

DATE:
30-NOVEMBER-2007

DRAWING NO:
B06175102_V28

VERSION
2.8

RAMAR

terrain
THE SCIENCE OF PRACTICAL SOLUTIONS

Map 3
Site Plan

HALIFAX
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Planning Services

Jan. 15, 2008

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

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Attachment A: Proposed Development Agreement

THIS AGREEMENT made this day of , 2008,

BETWEEN:

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

OF THE FIRST PART

- and -

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

OF THE SECOND PART

WHEREAS the Developer is the registered owner of certain lands located at 156 Beaver Bank Road, PID 00331595, Sackville 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 28 unit townhouse development on the Lands pursuant to the provisions of the Municipal Government Act and pursuant to Policies UR-6 and IM-13 of the Sackville Municipal Planning Strategy;

AND WHEREAS the North West Community Council approved this request at a meeting held on [**INSERT - Date**], referenced as Municipal Case Number 00987;

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

PART 1: GENERAL REQUIREMENTS AND ADMINISTRATION

1.1 Applicability of Agreement

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

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

Except as otherwise provided for herein, the development and use of the Lands shall comply with the requirements of the Sackville Land Use By-law and the 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 Regional Subdivision By-law and the Sackville Land Use 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 conforms with the Schedules attached to this Agreement and the plans filed in the Halifax Regional Municipality as Case Number 00987.

The Schedules are:

A	Legal Description of the Lands
B	Site Plan
C	Building Elevations
D	Proposed Landscaping - Tree Planting and Landscaping Specifications

3.2 Subdivision of the Lands

3.2.1 Application(s) for subdivision of the Lands shall generally conform with the site plan presented as Schedule B.

3.2.2 The Development Officer may grant final subdivision approval for partial phases of the development.

3.2.3 Prior to any construction or subdivision of any portion of the development, if required, the Developer shall enter into a Subdivision Agreement that conforms with the Regional Subdivision By-law and this Agreement.

3.2.4 The Development Officer shall not approve any Phase or portion thereof unless each Phase is established in a manner that ensures a reasonable progression of infrastructure construction from the perspective of municipal operations and maintenance.

3.2.5 Prior to the acceptance of any Municipal Service System, the Developer shall provide the following to the Development Officer, unless otherwise stated by the Municipality:

(a) Certification from a qualified professional engineer that the Developer has complied with the Erosion and Sedimentation Control Plan required pursuant to this Agreement;

3.2.6 On the final plan of subdivision, the Developer shall provide easements, which in the opinion of the Development Officer, provide adequate vehicular access from Beaver Bank Road to each lot via one of the shared driveway accesses and pedestrian accesses to the rear of each middle unit.

3.2.7 The Municipality may issue Building Permits and to enable the Developer to begin construction of the development if a Subdivision Agreement has been entered into.

3.3 Requirements Prior to Approval

3.3.1 Prior to the issuance of the first Municipal Occupancy Permit, the Developer shall provide the following to the Development Officer, unless otherwise stated by the Municipality:

(a) Written confirmation from the Development Engineer indicating compliance with Section 4 of this Agreement (i.e. secondary services);

(b) Certification from a qualified professional engineer indicating that the Developer has complied with the Subdivision Grading Plan required pursuant to subsection 5.2 of this Agreement;

3.3.2 Prior to the issuance of the last Municipal Occupancy Permit within each townhouse block, the Developer shall submit information, to the satisfaction of the Development Officer, certifying that the Developer has complied with the landscaping required pursuant to subsection 3.10 of this Agreement;

3.3.3 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 of the Lands permitted by this Agreement are the following:

(a) A townhouse development containing a maximum of 28 dwelling units;

3.5 Detailed Provisions for Land Use

3.5.1 Development of the Lands shall conform to the requirements of the Townhouse (R-5) Zone as set out in the Sackville Land Use By-law except where the requirements are varied by this Agreement.

3.5.2 Notwithstanding subsection 11.3 (a) iii) of the Land Use By-law, the dwelling units shall be permitted to front on Beaver Bank Road provided that vehicular access from Beaver Bank Road to each lot on the Lands shall be gained via one of two shared driveway accesses as illustrated on Schedule B.

3.5.3 Notwithstanding subsection 11.3 (b) i) of the Land Use By-law, driveways and parking spaces shall be permitted in the required front yard for end unit dwellings.

3.5.4 Notwithstanding subsection 11.3 (b) ii) of the Land Use By-law, driveway locations for interior dwelling units shall not be limited to common lot lines.

3.5.5 The maximum front yard setback for any dwelling unit shall be 22 metres (49.2 feet).

3.5.6 Notwithstanding subsection 11.2 of the Land Use By-law, the minimum sideyard for end units shall be reduced to 2.45 metres.

3.6 Buffer and Fencing

3.6.1 The Developer agrees that the existing wooded area identified as "Buffer" on Schedule B shall be retained to act as a natural buffer and visual screen to adjacent properties. No removal of trees shall be permitted within the buffer area except in accordance with subsections 3.6.2 and 3.6.3 of this Agreement. The buffer area shall be identified on any plan of subdivision, grading plan or site plan required pursuant to this Agreement, referenced in all individual lot deeds and shall be delineated in the field prior to the issuance of any Construction Permit.

3.6.2 Notwithstanding 3.6.1, where in the opinion of the Development Officer a tree poses a danger to people or property or is in severe decline, the tree may be removed and

replaced with a similar species with a minimum caliper of 60 mm measured 300 mm from the ground at the expense of the property owner. At the discretion of the Development Officer, the property owner may be required to engage a Certified Arborist, Landscape Architect, Landscape Technologist, Urban Forester or other qualified professional to certify in writing that a tree poses a danger to people or property or is in severe decline prior to granting approval for removal of the tree.

3.6.3 Any tree removed without authorization of the Development Officer shall be replaced with two new trees of a similar species and a minimum caliper of 60 mm measured at a height of 300 mm above the ground, at the expense of the property owner.

3.6.4 The Developer shall provide solid board wood fencing, a minimum of five feet in height but no greater than six feet in height, on the southern boundary of the Lands as illustrated on Schedule B.

3.7 Siting and Architectural Requirements

3.7.1 The Developer agrees that the townhouse dwellings constructed on the Lands shall comply with the site plan and elevations presented as Schedules B and C.

3.7.2 Exterior building materials shall include stone, brick or an acceptable equivalent, in the opinion of the Development Officer, on the front facade of the buildings facing Beaver Bank Road as generally illustrated on Schedule C.

3.7.3 All building facades of the townhouse blocks shall contain recesses and/or projections, as illustrated on Schedules B and C, to avoid the appearance of long flat walls.

3.7.4 Any exposed foundation in excess of 1 metre (3.28 feet) shall be architecturally detailed, veneered with stone or brick, painted, stucco, or an equivalent.

3.7.5 Each dwelling unit and the main door for each dwelling unit shall be oriented to face Beaver Bank Road.

3.7.6 Trim shall be provided around all windows.

3.7.7 The Development Officer may approve a height increase of up to 10% above the maximum height limit established under subsection 11.2 of the Land Use By-law provided that the dwelling unit(s) otherwise comply with the requirements of this Agreement and the elevations attached to this Agreement as Schedule C.

3.7.8 Height shall be determined on a unit by unit basis.

3.7.9 The Development Officer may approve modifications to the architectural requirements of this section and the elevations attached as Schedule C provided the changes are minor in nature and further the intent of this Agreement.

3.8 Parking, Circulation and Access

3.8.1 The layout of the shared driveways and the number and layout of individual driveways and parking spaces on the Lands shall be as generally illustrated on Schedule B.

3.8.2 All parking areas, individual driveways, and shared accesses and driveways shall have a finished hard surface such as asphalt, concrete, paving blocks or an acceptable equivalent in the opinion of the Development Officer.

3.8.3 The Development Officer may approve changes to the parking and circulation layout illustrated on Schedule B provided that such changes are , in the opinion of the Development Officer, minor in nature and further the intent this Agreement.

3.8.4 It is the responsibility of the Developer to convey all required legal rights-of-way over the properties to enable vehicular access from Beaver Bank Road to each lot and pedestrian access to the rear of each lot as identified in subsection 3.2.6 of this Agreement.

3.9 Building and Site Lighting

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

3.10 Landscaping

3.10.1 The Developer agrees to plant trees and shrubs in the front and side yards of the dwelling units as illustrated on and in accordance with the specifications set out in Schedule D.

3.10.2 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.

3.10.3 Further to section 3.10.2, 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.

3.10.4 Prior to the issuance of a Construction Permit for the development or any phase thereof, the Developer agrees to provide a site plan prepared by a qualified professional which complies with the provisions of this section and generally conforms with the tree planting

and landscaping shown on Schedule D. The Development Officer may approve modifications to the location of trees and shrubs provided that such modifications are minor in nature and further the intent of this Agreement.

3.10.5 Prior to issuance of the final Occupancy Permit for the last dwelling unit within each townhouse block, the Developer shall submit to the Development Officer a letter certifying that the landscaping and tree planting required for that townhouse block pursuant to the site plan referred to in subsection 3.10.4 has been completed.

3.10.6 Notwithstanding subsection 3.10.5, 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 described in subsections 3.10.1, 3.10.2 and 3.10.3.

3.10.7 The Development Officer may approve modifications to the tree planting requirments set out in this section and on Schedule D provided that the changes are minor in nature and further the intent of this Agreement.

3.11 Maintenance

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

3.12 Public Open Space

The Developer agrees to provide a cash in-lieu of parkland dedication that conforms to the requirements of the Regional Subdivision By-law.

3.13 Temporary 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.

3.14 Outdoor Storage and Display

3.14.1 No outdoor storage shall be permitted on the Lands. Refuse containers located outside the buildings shall be fully screened from adjacent properties and from Beaver Bank Road by means of opaque fencing/masonry walls with suitable landscaping.

3.14.2 Propane tanks and electrical transformers shall be located on the site in such a way as to ensure minimal visual impact from Beaver Bank Road and adjacent residential properties. These facilities shall be secured in accordance with the applicable approval agencies and screened by means of opaque fencing/masonry walls with suitable landscaping.

4.0 STREETS AND MUNICIPAL SERVICES

4.1 General Provisions

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

4.2 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

If a Subdivision Agreement is required, the Developer shall not commence clearing, excavation and blasting activities required for the installation of municipal services and road construction in association with a subdivision prior to attending a pre-construction meeting and entering into a Subdivision Agreement unless otherwise permitted by the Development Officer, in consultation with the Development Engineer.

4.4 Outstanding Site Work

Securities for the completion of outstanding on-site paving may be permitted. Such securities shall consist of a security deposit in the amount of 110 per cent of the

estimated cost to complete the work. The security shall be in favour of the Municipality and may be in the form of a certified cheque or irrevocable renewable letter of credit issued by a chartered bank. The security shall be returned to the Developer when all outstanding work is satisfactorily completed.

4.5 Municipal Water Distribution and Sanitary Sewers

4.5.1 The water distribution system shall conform with the design and construction requirements of the Halifax Regional Water Commission.

4.5.2 The sanitary sewer system shall conform with the design and construction standards of the HRM Municipal Service Systems Design Guidelines, unless otherwise acceptable to the Development Engineer.

5.0 ENVIRONMENTAL PROTECTION MEASURES

5.1 Erosion and Sedimentation Control Plan

The Developer agrees to have prepared by a Professional Engineer and submitted to the Municipality for review by the Development Engineer and the Department of the Environment (if applicable) a detailed Erosion and Sedimentation Control Plan for each phase or subdivided lots of land. 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 Lands until the requirements of this clause have been met and implemented.

5.2 Subdivision Grading Plan

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

5.3 Stormwater 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.

5.4 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 this Agreement, the Municipality shall require that

all site and construction works cease, except for works which may be approved by the Development Engineer to ensure compliance with the environmental protection measures.

6.0 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 a resolution of Council:

(a) The granting of an extension to the date of commencement of development as identified in Section 8.3 of this Agreement;
(b) The length of time for the completion of the development as identified in Section 8.3.3 or 8.4 of this Agreement;
(c) Development of, or minor adjustments of housing sites, as shown on Schedule B;
(d) Changes to the architectural requirements/details as shown on the attached schedules or as detailed in Section 3.7 which, in the opinion of the Development Officer are not minor in nature;
(e) Changes to the landscaping and tree planting requirements as shown on the attached schedules or as detailed in Section 3.10 of this Agreement, provided that the changes, in the opinion of the Development Officer, are minor not in nature.

In considering the approval of a non-substantive amendment under Sections 6.2, property owners within 500 feet of the site shall be informed by mail at least 10 days in advance of the proposed amendment being considered by Council.

7.0 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 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 10 days written notice of the failure or default, except that such notice is waived in matters concerning environmental protection and mitigation, then in each such case:

(1) the Municipality shall be entitled to apply to any court of competent jurisdiction for injunctive relief including an order prohibiting the Developer from continuing such default and the Developer hereby submits to the jurisdiction of such Court and waives any defense based upon the allegation that damages would be an adequate remedy;

(2) the Municipality may enter onto the Lands and perform any of the covenants contained in this Agreement or take such remedial action as is considered necessary to correct a breach of the development agreement, whereupon all reasonable expenses whether arising out of the entry onto the Lands or from the performance of the covenants or remedial action, shall be a first lien on Lands and be shown on any tax certificate issued under the Assessment Act;

(3) the Municipality may by resolution discharge this Agreement whereupon this Agreement shall have no further force or effect and henceforth the development of the Lands shall conform with the provisions of the Land Use By-law; and/or

(4) 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;

7.3 Environmental Protection

In matters concerning environmental protection and mitigation the Municipality shall be entitled to draw in whole or in part on the security as required under this Agreement and use the proceeds therefrom to ensure that the protection measures are in place as required pursuant to the terms of this Agreement.

8.0 REGISTRATION, EFFECT OF CONVEYANCES AND DISCHARGE

8.1 Registration

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

8.2 Subsequent Owners

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

8.3.1 In the event that development of the Lands has not commenced within 2 years from the date of registration of this Agreement at the Registry of Deeds, as indicated herein, the Municipality may, by resolution of Council, either discharge this Agreement, whereupon this Agreement shall have no further force or effect, or upon the written request of the Developer, grant an extension to the date of commencement of construction.

8.3.2 For the purposes of this section, commencement shall mean endorsement of final subdivision approval of the Lands or any phase thereof approved by the Development Officer.

8.3.3 If the Developer(s) fails to complete the development, or after 10 years from the date of registration of this Agreement at the Registry of Deeds, whichever time period is less, Council may review this Agreement, in whole or in part, and may:

(a) retain the Agreement in its present form;
(b) negotiate a new Agreement;
(c) discharge this Agreement.

8.4 Completion of Development

Upon the completion of the development or portions thereof, or within/after 10 years from the date of registration of this Agreement with the Registry of Deeds, whichever time period is less, Council may review this Agreement, in whole or in part, and may:

(a) retain the Agreement in its present form;
(b) negotiate a new Agreement;
(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 Sackville, as may be amended from time to time.

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

SIGNED, SEALED AND DELIVERED in the presence of

_____

RAMAR DEVELOPMENTS LTD.

Per: _____

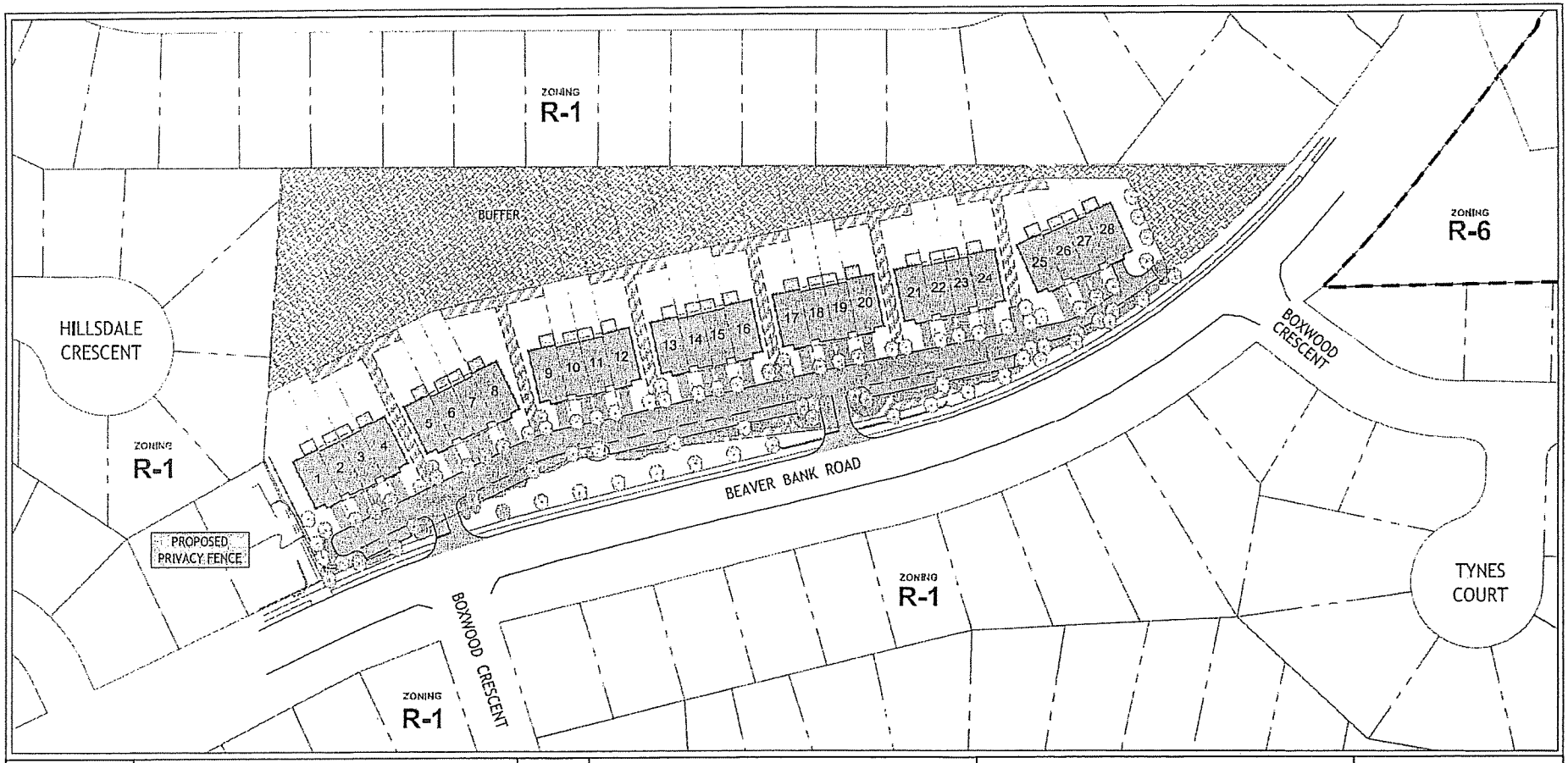
SEALED, DELIVERED AND ATTESTED to by the proper signing officers of Halifax Regional Municipality duly authorized in that behalf in the presence of

_____

HALIFAX REGIONAL MUNICIPALITY

Per: _____
MAYOR

Per: _____
MUNICIPAL CLERK



SITE ANALYSIS

NOTES

- EXISTING TREES TO BE RETAINED WHERE POSSIBLE
- PROPOSED TREES
- PROPOSED LOW-LYING SHRUBS
- PROPOSED ACCESS EASEMENT

SCALE 1:1000

20m 10 0 20 40 60 80m

60ft 40 20 0 50 100 150 200 250ft

BEAVER BANK RD, SACKVILLE, NOVA SCOTIA

CONCEPT PLAN

PROPOSED TOWNHOUSE DEVELOPMENT

DATE:
30-NOVEMBER-2007

DRAWING NO:
B06175102_V28

VERSION
2.8

RAMAR

terrain
THE SCIENCE OF PRACTICAL SOLUTIONS

Schedule "B"
Site Plan

HALIFAX
REGIONAL MUNICIPALITY
Planning Services

Jan. 15, 2008

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

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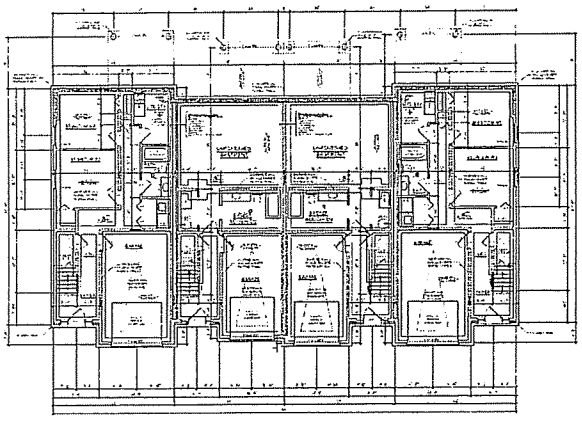
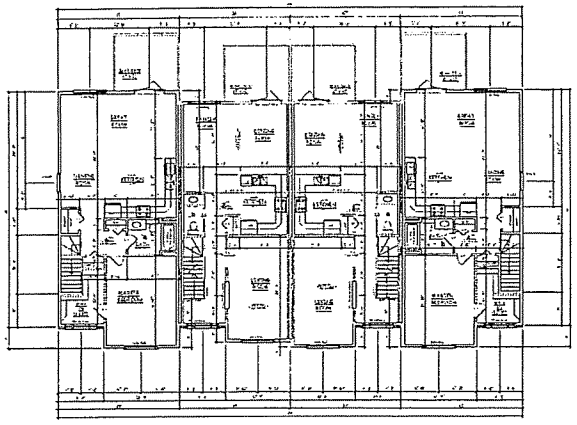
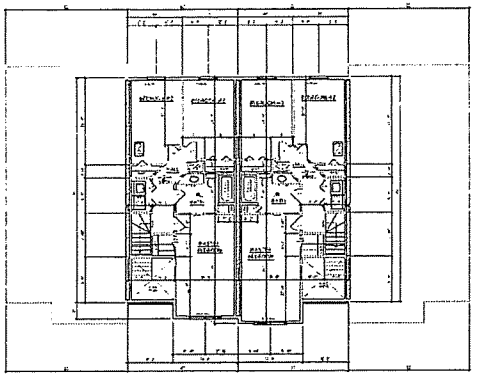
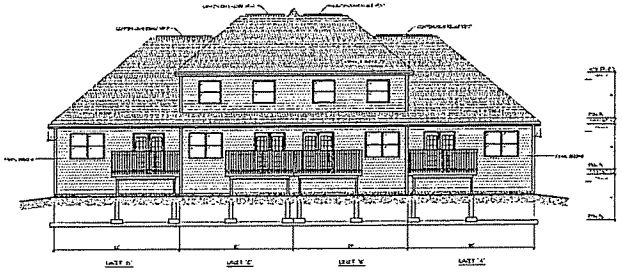
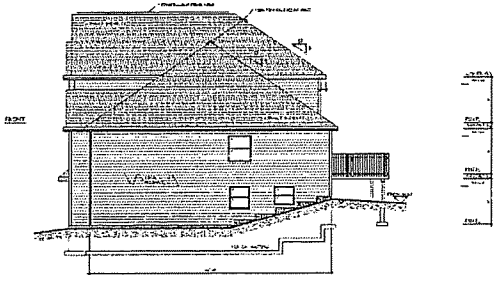




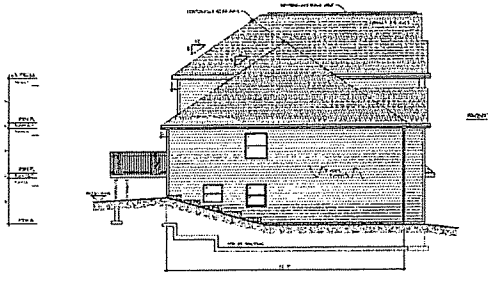




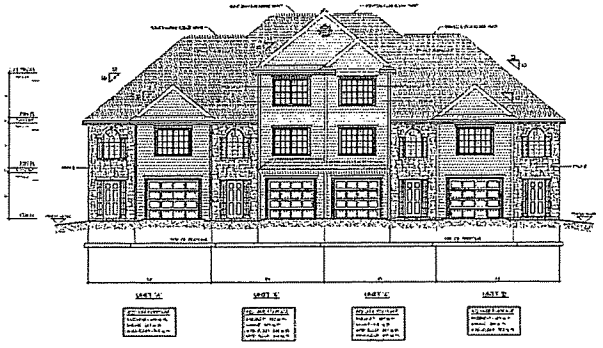
REAR ELEVATION



RIGHT ELEVATION



LEFT ELEVATION



FRONT ELEVATION

Schedule "C"
Building Elevations

HALIFAX
REGIONAL MUNICIPALITY
Planning Services

Jan. 15, 2008

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

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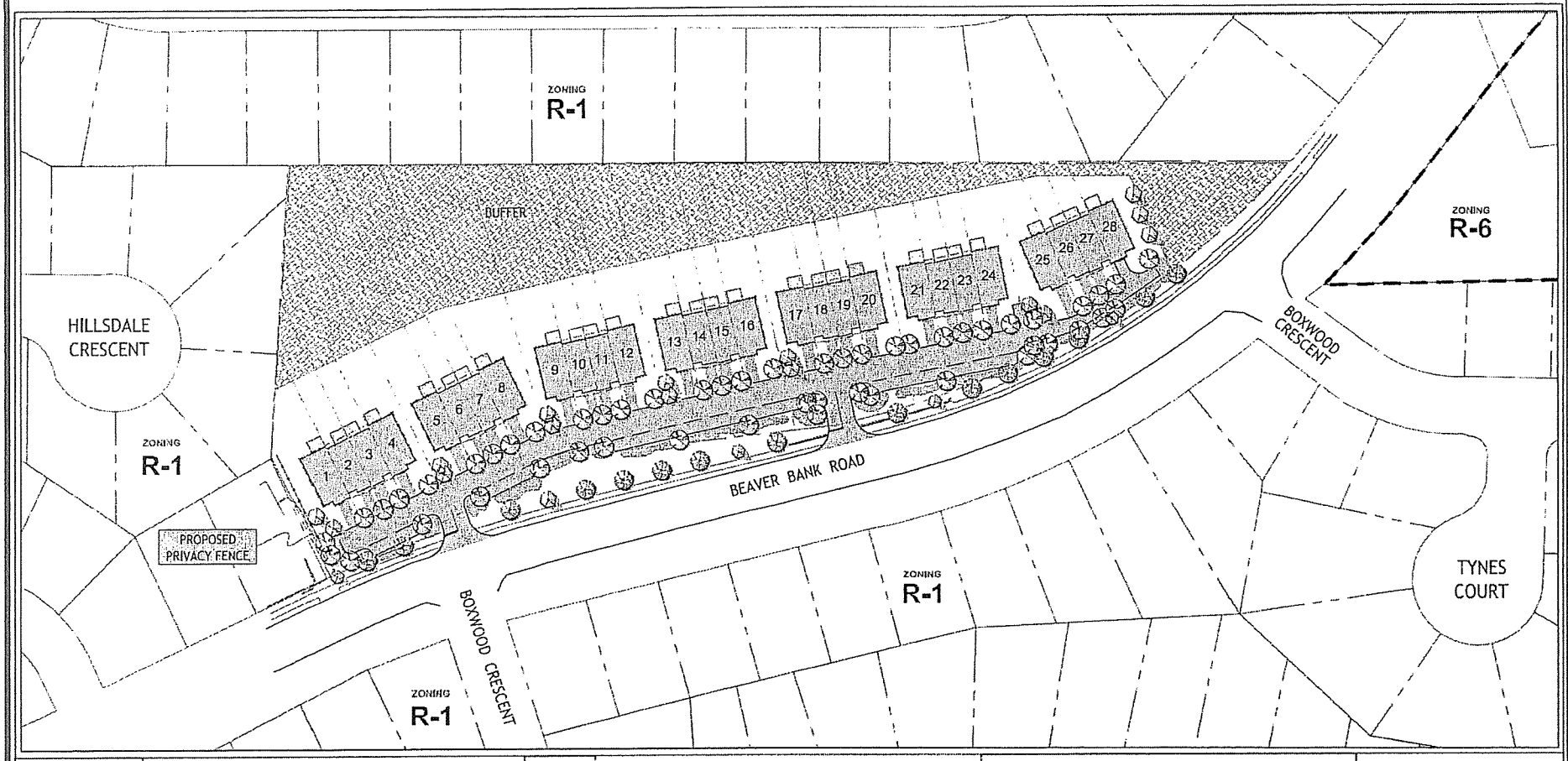

LEGEND

	Species	Size	Number
	YELLOW BIRCH (BETULA ALLEGHANIENSIS)	60mm/WB	52
	RED MAPLE (ACER RUBRUM)	60mm/WB	15
	WHITE SPRUCE (PICEA GLAUCA)	150 cm/WB	20
	JUNIPER, COMMON, DWARF (JUNIPER COMMUNIS COMPRESSA)	40-50cm Height w/ 10cm Width @ Mid Height	100

ALL LANDSCAPING TO BE IN ACCORDANCE WITH STANDARDS AND SPECIFICATIONS FOR MUNICIPAL SERVICES PREPARED BY THE CONSULTING ENGINEERS OF NOVA SCOTIA AND THE NOVA SCOTIA ROAD BUILDERS ASSOCIATION, LATEST EDITION, SECTION 02950.

NOTES

- EXISTING TREES TO BE RETAINED WHERE POSSIBLE
- JUNIPER PLANTS TO BE EVENLY DISTRIBUTED WITHIN THE INDICATED AREAS.

SCALE 1:1000

20m 10 0 20 40 60 80m

60ft 40 20 0 50 100 150 200 250ft

BEAVER BANK RD, SACKVILLE, NOVA SCOTIA

LANDSCAPING PLAN

PROPOSED TOWNHOUSE DEVELOPMENT

DATE: 11-JANUARY-2007

DRAWING NO: B06175102_LANDSCAPE_V11

VERSION 1.1

RAMAR

terrain
THE SCIENCE OF PRACTICAL SOLUTIONS

Schedule "D"
Proposed Landscaping - Tree Planting and Landscaping Specifications

HALIFAX
REGIONAL MUNICIPALITY
Planning Services

Jan. 15, 2008

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

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Attachment B: MPS Policies

Townhouse Dwelling Units

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

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

UR-6 Notwithstanding Policies UR-2 and UR-5, within the Urban Residential Designation, it shall be the intention of Council to consider townhouse developments which do not provide direct access from each units to a public street, in accordance with the development agreement provisions of the Planning Act. In considering such an agreement, Council shall have regard to the following:

(a) that each unit in the townhouse development be located on a separate lot with access to an internal private driveway serving all units and having access to a public street;
(b) that the development includes a minimum area of twenty thousand (20,000) square feet;
(c) that municipal central services are available and capable of supporting the development;
(d) the adequacy of separation distances from low density residential development;
(e) that site design features including landscaping, parking areas and driveways are of an adequate size and design to meet the needs of residents of the development and to address potential impacts on adjacent development;
(f) that the height, bulk, lot coverage and appearance of any building is compatible with adjacent uses;
(g) general maintenance of the development;
(h) preference for a site in close proximity to community facilities such as schools, recreation areas and bus routes; and
(i) the provisions of Policy IM-13.

IM-10 The following uses shall only be considered subject to the entering into of a development agreement.

(a) Within the Urban Residential Designation:

(i) townhouse dwellings according to Policy UR-6;
(ii) multiple unit dwellings according to Policy UR-8;
(iii) medical clinics and larger day care facilities according to Policy UR-15;
(iv) local commercial uses according to Policy UR-18;
(v) community commercial uses along the south side of Sackville Drive between the Beaver Bank Road and the Lucasville Road, according to Policy UR-19;
(vi) commercial service uses along Sackville Drive, west of Millwood Drive according to Policy UR-20;
(vii) bed and breakfast establishments according to Policy UR-21;
(viii) expansion of the existing salvage operation located on the Old Sackville Road according to Policy UR-22;
(ix) community commercial uses on properties along the Cobequid Road between Sackville Drive and First Lake Drive, according to Policy UR-24;
(x) expansion of existing commercial uses or development of new commercial uses in excess of the maximum floor area permitted by the C-2 Zone on properties identified as LRIS Nos. 4009443 and 40094450 according to Policy UR-25; and
(xi) mobile home parks and expansions of existing mobile home parks according to Policy UR-27.
(xx) (Refer to Sackville Drive SPS: RC-May 7, 2002; Effective-June 29, 2002)

IM-13 In considering amendments to the land use by-law or development agreements, in addition to all other criteria as set out in various policies of this planning strategy, the Sackville Community Council shall have appropriate regard to the following matters:

(a) that the proposal is in conformity with the intent of this planning strategy and with the requirements of all other municipal by-laws and regulations;
(b) that the proposal is not premature or inappropriate by reason of:
(i) the financial capability of the Municipality to absorb any costs relating to the development;
(ii) the adequacy of sewer and water services;
(iii) the adequacy or proximity of school, recreation and other community facilities;
(iv) the adequacy of road networks leading or adjacent to, or within the development; and
(v) the potential for damage to or 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 steepness of grades, soil and geological conditions, locations of watercourses, potable water supplies, marshes or bogs and susceptibility to flooding;

(e) any other relevant matter of planning concern; and

(f) Within any designation, where a holding zone has been established pursuant to "Infrastructure Charges - Policy IC-6", Subdivision Approval shall be subject to the provisions of the Subdivision By-law respecting the maximum number of lots created per year, except in accordance with the development agreement provisions of the MGA and the "Infrastructure Charges" Policies of this MPS.

Attachment C: LUB Requirements for R-5 Zone

PART 11: R-5 (TOWNHOUSE DWELLING) ZONE

11.1 R-5 USES PERMITTED

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

Residential Uses

Townhouse dwellings

Community Uses

Open space uses

11.2 R-5 ZONE REQUIREMENTS: RESIDENTIAL USES

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

Minimum Lot Area	2,000 square feet (185.8 m^2) per dwelling unit where each dwelling unit of a townhouse dwelling is located on a separate lot and where central services are available
Minimum Frontage	20 feet (6.1 m) per dwelling unit where each dwelling unit of a townhouse dwelling is located on a separate lot and where central services are available
Minimum Front or Flankage Yard	20 feet (6.1 m)
Minimum Rear Yard	8 feet (2.4 m)
Minimum Side Yard	10 feet (3 m) or 0.0 feet (0.0 m) from the side being common with another dwelling unit
Maximum Lot Coverage	35 percent
Maximum Height of Main Building	35 feet (10.7 m)
Minimum Width of Main Building	20 feet (6.1 m)

11.3 OTHER REQUIREMENTS: TOWNHOUSE DWELLINGS

(a) Where townhouse dwellings are erected in any R-5 Zone, no such building shall:
  (i) include more than six (6) dwelling units;
  (ii) be designed so that more than two (2) dwelling units are constructed to a building line which is less than two (2) feet (0.6 m) in variation from the building line of any unit abutting either of the two units;
  (iii) gain direct vehicular access from any arterial or collector street; or

(iv) undergo any alteration of individual units after construction.

(b) Subject to the requirements of Section 4.24 (Parking Requirements), where townhouse dwellings are erected in an R-5 Zone:
(i) no required parking space shall be permitted in the required front yard for end dwelling units;
(ii) driveways for interior dwelling units shall be located at the common lot line.

11.4 R-5 ZONE REQUIREMENTS: COMMUNITY USES

In any R-5 zone, where uses are permitted as community uses, no development permit shall be issued except in conformity with the provisions of Part 19.

Attachment D: Public Information Meeting Minutes - February 19, 2007

HALIFAX REGIONAL MUNICIPALITY
PUBLIC INFORMATION MEETING
CASE NO. 00987 - 156 Beaver Bank Road

7:00 p.m.
Monday, February 19, 2007
Sackville Library (Fenerty and Program Room)

IN ATTENDANCE: Andrew Bone, Senior Planner II, HRM Planning Services
Joseph Driscoll, Planner I, HRM Planning Services
Cara McFarlane, Administrative Support, HRM Planning Services

ALSO PRESENT: Nick Pryce, Terrain Group Inc.
Glenn Woodford, Terrain Group Inc.
Kevin Marchand, Ramar Developments Limited
Councillor Brad Johns, District 19
Councillor Bob Harvey, District 20
Walter Regan, Member of Sackville Rivers Association (SRA) and North West Planning Advisory Committee (NWPAC)

PUBLIC IN ATTENDANCE: Approximately 55

The meeting commenced at approximately 7:06 p.m.

1. Opening remarks/Introductions/Purpose of meeting

Mr. Bone introduced himself as the Planner who received the application; Joseph Driscoll, Planner who will take over the application and guide it through the planning process; Councillor Brad Johns, District 19; Councillor Bob Harvey, District 20; Nick Pryce and Glenn Woodford, Terrain Group Inc.; Kevin Marchand, Ramar Developments Limited; and Cara McFarlane, Administrative Assistant.

Mr. Bone went through the agenda for the meeting.

The purpose of the meeting is to identify that HRM has received an application for a proposed development, to identify the scope of the proposal and look for feedback of issues and concerns. This is the first step in the process and no decisions are made at this meeting.

2. Overview of planning process

Mr. Bone explained the development agreement planning process.

The application was received. A public information meeting is held and completed. The comments are taken back and reviewed in terms of planning policy for the Sackville area. Comments from internal/external departments and agencies are received. A staff report with a recommendation is created. This staff report is reviewed by advisory committees that are applicable to the area and then it moves forward to community council where a public hearing date would be scheduled.

3. Presentation of Proposal

HRM has received an application by Terrain Group, on behalf of Ramar Developments Limited, to enter into a development agreement to permit 45 townhouses at 156 Beaver Bank Road with an access to a private driveway. The location was shown on a map.

The property is designated UR (Urban Residential) and zoned R-1 (Single Unit Dwelling). The current rights on the property would allow for approximately 25 single family homes to be constructed. There is policy, Policy UR-6, within the Sackville Municipal Planning Strategy (MPS) for council to consider a development of this sort.

Nick Pryce - Terrain Group Inc.

Currently, a development could be done as of right which would create a lot of individual accesses along the Beaver Bank Road and there is no mechanism to protect the trees.

A concept plan was shown. Terrain tried to design around the trees and vegetation that exists on the site. The applicant is looking at the possibility of creating a small park area that links to the Beaver Bank Road. At some point, they would see if HRM would be interested in taking on the park. The applicant is also proposing a bus stop on Beaver Bank Road. There is a cost with building the access and to balance the cost there is the need for high density.

The proposal is broken into two stages. Phase I is related to the development that could be achieved as of right. Phase II is related to trying to maximize the use of the land and to work with HRM to help improve infrastructure in the long term.

The contour of the land falls from the left-hand corner. The houses will be level with the residents along the backside of the property. The vegetation will act as a buffer which breaks down the bulk of the structure in terms of the linear feature.

Drawings of the townhouses were shown. There is a control in the by-law in terms of maximum height. The standard height for a single family dwelling in the R-1 Zone is 35 feet.

4. Questions and Comments

One resident asked if there is a plan for lighting at the driveway access. Mr. Pryce explained that part of the negotiation with the municipality is that the road is actually taken over by HRM. If this doesn't happen, the developer will have to look at the condominium option with a private driveway. HRM standards require lighting along the road. The resident asked about traffic lights where the road connects to Beaver Bank Road. Mr. Pryce said a traffic study has been done and the numbers do not warrant traffic lights. He reminded the public that as of right 25 single family dwellings with individual driveway accesses to the Beaver Bank Road could be developed. One access provides more control. Mr. Bone explained how traffic lights are warranted. Brian Grennan, Upper Sackville, wondered why there are traffic lights at the Millwood/Sackville Drive intersection as the traffic is not as heavy as Beaver Bank Road.

Ron Parker, Sunnyvale, asked if the applicant is proposing a fence between Sunnyvale and the proposed rear property lines. Mr. Bone said presently there is not but the fence could be negotiated. Linda Breakspear, Boxwood Crescent, mentioned that there is an average of 1.5 cars per family. That would be 400 cars per day extra coming onto Beaver Bank Road. She wondered why the developer cannot commit to putting the traffic lights in. Mr. Bone explained that HRM will not allow the developer to do so unless the traffic lights are warranted. The score must be 100 in the traffic study. A comment will be provided in the staff report. He will be asking the engineer questions based on tonight's traffic concerns and the engineer will review the traffic study with those issues in mind. Ms. Breakspear asked if the count would include cars coming onto the Beaver Bank Road. Mr. Bone said that it depends on where the traffic count is done and he will ask if the location for this study was appropriate.

One resident suggested constructed a turning lane. Mr. Bone mentioned that a warrant calculation determines a turning lane as well. The comment will be passed on to the engineer.

Bryce Reid, Millwood, mentioned that traffic studies are done during quiet times. Mr. Bone explained that traffic studies are done over a period of time.

Mr. Reid asked what size the buffer zone will be. Mr. Pryce said it would be approximately 30 feet.

Mr. Reid does not see safety shown on the concept plan. He suggests putting in three lanes from Millwood and Stokil up to Sackville Drive. Mr. Bone will pass the comment onto the engineers.

Robert Kaulback, Sunnyvale Crescent, is concerned about the traffic issues on Beaver Bank Road. Mr. Bone said that HRM is aware of traffic issues on the Beaver Bank Road and further residential development further up the road has been restricted. Any additional traffic has an impact on the Beaver Bank Road and part of this review process will be to advise council of what that impact is.

Mr. Bone mentioned that if this application is approved and when the site is being constructed there will be very strict criteria as to what the developer would do on Beaver Bank Road, the time lines and limits.

Ron Moakler, Beaver Bank, mentioned that everyone on Beaver Bank Road has to deal with these issues. A number of years ago the right of way for the Beaver Bank By-Pass was secured. This would alleviate a lot of the traffic for these residents. The exit for Highway 101 is ready to be done. He reminded people that limiting development further up the Beaver Bank Road pertains to unserviced areas. There are other developments in serviced areas (not approved yet) and as of right developments that will add to the traffic. It is understood that developers will help fund the by-pass and by limiting growth it limits the funding.

Mr. Bone gave some background on the Beaver Bank By-Pass. The By-Pass would run from Highway 101 to Sackville Drive and eventually connect to Beaver Bank Road in a couple of locations. One near Galloway, one further up the Beaver Bank Road and another through the Barrett Mill property. In the current Regional Plan, the right of way for those roads were identified and acquired in some of the locations. He does not anticipate that these roads would be built anytime soon. The Province did commit to build (Highway 101 to Sackville Drive). This is in the pre-design stage and expected to start in 2008. This will take stress off the intersection at Kent's.

Kevin Marchand, Ramar Developments Limited, said their company is Sackville based and was involved in helping and implementing the Regional Plan. The congestion of Beaver Bank Road is recognized and the developer is aware of the concerns the community has. The developer has met with Regional Planning staff and expressed some priority towards the collector road (Beaver Road to Barrett Mill lands to the interchange) to try to initiate some greater discussion about increasing sewer capacity and serviceability in that community. Mr. Bone mentioned that he would have some discussions with the engineers about timing.

Tammy Bilodeau, Beaver Bank, wondered what the price range of the new homes will be. Mr. Pryce said they are looking at close to $200,000. Ms. Bilodeau asked if the greenbelts behind the properties will be kept. Will there be any covenants? Mr. Bone said the terms of the development agreement would apply to that property. With the condominium option the property is managed by a single entity which is easier to enforce.

Ms. Bilodeau is also concerned about the traffic issue.

Terri Gagnon, Tynes Court, wondered when the development would begin and how long would it take to complete. Mr. Pryce mentioned that the approval process could take approximately six months. The developer would like to start within the next construction season. Mr. Marchand explained that Ramar sees this as being a two to three year construction cycle. Mr. Bone said the development agreement will deal with issues such as phasing. The most disruptive portion of the development would be constructing the street. Mr. Marchand mentioned that the access points will be off the through street.

Michele Wells-Allen, Boxwood Crescent, wondered what disruption should be expected during construction. Mr. Bone explained that there wouldn't be as much with this development as there would be with installing water and sewer. There haven't been any discussions with engineering but there would be very tight controls concerning when the disruption would take place and the duration. The developer would have to meet HRM's criteria for controlling and maintaining traffic control. Councillor Johns mentioned that there would be no reason for the traffic to be redirected through Boxwood Crescent. Mr. Bone added that there would only be two parts of the road disturbed and the traffic flow would be controlled by flag workers. Mr. Woodford explained that two trenches would have to be placed across the road to tie into the services which would take approximately eight hours and done during off-peak hours.

Bill Graves, Boxwood Crescent, has safety concerns associated with the bumper to bumper traffic and exiting Boxwood Crescent onto Beaver Bank Road. He also wondered if the water and sewer system that was upgraded a few years ago can handle this proposal. Mr. Bone has heard that the challenge to get onto Beaver Bank Road is that there is a lack of gaps in traffic to make the left-hand turn. He will talk to traffic services to see if they can time the lights differently to alleviate that situation. In terms of water and sewage, the engineers will review the system and decide if it has the capacity for this type of proposal. They will also look at any community issues related to the capacity.

Walter Regan, member of NWPAC and SRA, believes there should be a service charge per lot. Will be sidewalks on both sides of the street? Mr. Pryce said the details haven't been worked out yet. Mr. Bone said a public street would require sidewalks on both sides. The only interruption for sidewalk activity would be during the construction of the two entrances which would be temporary in nature.

Mr. Regan agrees with the internal driveway access and the infill. Could the developer build an apartment building instead of the townhouses or condo? Mr. Bone explained that there are a number of land uses that the developer can ask for. One is a multi-unit dwelling which has not been requested. Forty-five townhouses has been requested.
Mr. Regan asked if there will be a sewage retention tank on-site. Mr. Bone mentioned that sewage capacity and the sewage flow into the river during wet times would be part of the discussion with the engineers. Currently, there has been no suggestion that the developer needs to retain on-site. Mr. Woodford said there will be upgrades done to the sewer system downstream. There will be no need to store the sewage if the upgrades are done. Stormwater for the one in five year storm will be retained on-site.

Mr. Regan agrees with the tree retention plan. Is there any plan for HRM to buy the parkland site and keep it as a park? Mr. Bone said no.

Mr. Regan recommended installing a set of traffic lights where the new road will intersect with Beaver Bank Road and Boxwood Crescent directly across from it.

Mr. Regan asked about the 30 foot buffer. Mr. Pryce mentioned that the buffer would be as a covenant on individual properties or a complete park of the condominium. Mr. Regan is concerned that this won't be controlled and that trees will eventually disappear.

Mr. Regan asked about the soil erosion and sedimentation plan. Mr. Woodford explained that the land has a high slope with erodible soil. The developer will use different techniques and tools to control that.

Mr. Regan mentioned that the sewage needs to be fixed and traffic lights should be added before anymore development takes place.

Tim Pace, Sunnyvale Crescent, prefers the proposed developed to the as of right option. He is very concerned about the traffic and suggested four way stop signs to slow down traffic.

One resident suggested installing speed bumps. Mr. Bone will pass along the comments to Traffic Services. The easiest way to manage vehicles entering onto Beaver Bank Road is to control the traffic lights before and after streets to allow gaps in traffic. HRM has control of the timing of traffic lights. Mr. Woodford said the actual construction time on Beaver Bank Road will be relatively short and at down times in traffic.

Mike Grubb, Beaver Bank Road, is concerned because the street is currently very busy. He would like to see the lots sold individually. Mr. Pryce said their intention is to create individual lots. Unfortunately, if HRM does not accept the road as public, a condo will have to be built in place of the individual lots. If the developer has to go with the condominium corporation, the intent is still to sell them as individual. Mr. Bone mentioned that there is policy in the plan that allows for a townhouse development on a public road.

Mr. Grubb is also concerned that this could possibly be for low income housing which would bring the property values of surrounding homes down. Mr. Bone explained that with the condominium corporation you would get a more consistent product and management. It would create an even and well managed site. HRM has no control over tenancy but can control design characteristics. Mr. Marchand said the intent is for individual lots whether it be through individual ownership or through the condominium corporation but the priority is to have this a public street with individual lot ownership with some covenants to create some consistency.

Mr. Grubb prefers the proposed development to what could be developed as of right.

One resident asked what criteria the street has to meet in order to become a public street. Mr. Bone will need to talk to the development engineer to determine this. This will be included in the staff report. If the answer is no, then the private street has to be built to certain standards.

One resident asked what school district this development would fall under. Mr. Bone said that this proposal has not been circulated for internal comment. The school board will provide a comment as to what schools have capacity in the area and this will be passed onto council.

Virginia Shaddock, Sunnyvale Crescent, asked if there is enough room to put in a street with individual driveways. From looking at the concept plan, she feels that it is set up for an apartment building to be built there. If this happens, the property values will definitely go down. She does not like the look of the townhouses that are being proposed and prefers the as of right option. She is concerned about the trees that will have to be removed to build the homes. Mr. Pryce said that part of the design is to protect the trees and believes they can achieve that. Ms. Shaddock is wondering if the park will be open to the public. Mr. Pryce said the intention is for HRM to take it over and it will become public. Mr. Bone explained that as part of the review process, Parks staff will determine if HRM should have it as a public park.

One resident asked if there were any plans for Metro Transit to stop within the development. Mr. Bone said that Metro Transit is one of the review agencies.

Mr. Pace doesn't believe the area designated for a park is big enough. A rest area could be placed there. Mr. Bone explained that parks staff will look at that. Mr. Pryce said parkland dedication totals 7.5% of the land.

One resident asked if there could be an engineer at the next public meeting. Mr. Bone explained that with traffic being a major issue he could request that an HRM traffic engineer be present as well as the engineer who conducted the study.

One resident was concerned that the new road enters onto Beaver Bank Road directly across from Boxwood Crescent causing more traffic issues. Mr. Bone will talk to traffic services.

Mr. Bone explained that the public can view the staff report once is has been received by members of NWPAC. There will be discussions on all the issues brought to light at this meeting.

5. Adjournment

Mr. Bone thanked everyone for coming and sharing their comments and concerns.

The meeting adjourned at approximately 9:01 p.m.

Attachment E: Public Information Meeting Minutes - September 17, 2007

HALIFAX REGIONAL MUNICIPALITY
PUBLIC INFORMATION MEETING
CASE NO. 00987 - 156 Beaver Bank Road

7:00 p.m.
Monday, September 17, 2007
Sackville Heights Community Centre

IN ATTENDANCE:	Joseph Driscoll, Planner, HRM Planning Services Mark McGonnell, Development Engineer, HRM Development Services Tim Burns, Planning Technician, HRM Planning Services Cara McFarlane, Administrative Support, HRM Planning Services
ALSO IN ATTENDANCE:	Councillor Brad Johns, District 19 Walter Regan, Member of North West Planning Advisory Committee and Sackville River Association Nick Pryce, Terrain Group Inc. Glenn Woodford, Terrain Group Inc. Kevin Marchand, Ramar Developments
PUBLIC IN ATTENDANCE:	35

The meeting commenced at approximately 7:00 p.m.

1. Opening remarks/Introductions/Purpose of meeting - Joseph Driscoll

Mr. Driscoll introduced himself as the Planner taking this application through the process; Mark McGonnell, HRM Development Engineer; Councillor Brad Johns, District 19; Kevin Marchand, Ramar Developments; Nick Pryce and Glenn Woodford, Terrain Group Inc.; and Cara McFarlane, Administrative Support.

The agenda was reviewed.

This is the second public information meeting held for this application. Since that time, the proposal has changed significantly; therefore, staff thought it was appropriate to have another meeting as an initial step. No decisions will be made at this meeting. This is an opportunity for staff to introduce the planning process to the public, the applicant to show the proposal to the public and for the public to ask questions about both the process and the proposal itself.

2. Overview of planning process

Mr. Driscoll explained the purpose and process for a development agreement.

The first step is a public information meeting (this is the second one for this application because of significant changes to the proposal); staff will then review the proposal in detail with the applicant and negotiate various elements of the proposal and eventually write a staff report that will either recommend that Council approve or reject the development; the report will go to North West Planning Advisory Committee (NWPAC) who will give their own set of recommendations to Council; a public hearing will be set to be heard at North West Community Council (NWCC) and once the hearing is closed, NWCC is in a position where a decision can be made regarding the application (approve or deny); and, as with all planning cases in Nova Scotia, there is a 14 day appeal period.

3. Presentation of Proposal - Joseph Driscoll

Mr. Driscoll showed the location of the proposed site. The subject property is designated UR (Urban Residential) under the Sackville Municipal Planning Strategy (MPS) and is zoned R-1 (Single Unit Dwelling).

The proposal is to permit 31 townhouse units on this site. Policy UR-6 of the Sackville MPS enables Council to consider applications for townhouse developments within the UR designation. When Council and staff are considering these applications, a list of criteria must be used (ie: sewer and water capacity; separation distance from single unit dwellings; site design features; height, bulk and design of the buildings as they relate to the site; as well as general maintenance of the site, etc.). A development agreement is a mechanism that can have long term control over a site in terms of what can/cannot happen.

Mr. Driscoll showed a concept plan from the original proposal. There was originally a laneway proposed opposite either end of Boxwood Crescent. At this point, there were 45 townhouse units proposed for the site to be split up into two phases (first consisting of 27 units and the second phase had 18 units). The reason the first phase was proposed for 27 units was due to the sewer capacity. This parcel of land could potentially as of right be subdivided into 21 single unit dwellings under the Subdivision By-law in the R-1 Zone requirements for Sackville which equates to approximately 27 townhouse units. On average, more people live in a single unit dwelling than a townhouse. In this case, the original proposal was split 27 at the outset and another 18 if sewage capacity became available at some time in the future.

After a substantial review by staff and negotiations with the applicant on this application, the applicant at the time wished to subdivide these individual units that would front on an internal driveway. The driveway that was shown was not wide enough to meet HRM's public road standard; therefore, HRM Transportation would not take over the road. The driveway (laneway) would have been privately owned. However, because there would be no public road frontage, the units couldn't

be subdivided. The development would have had to stay under a form of single ownership such as the condominium corporation.

The developer wished to sell freehold units in this area; therefore, submited a revised proposal which cuts the number of units to 31. There would be a phase based on sewage capacity. All of the units front onto Beaver Bank Road. A buffer line on the back portion of the property is being proposed as well as a privacy fence to the left of the property. For the most part, it is five units to a grouping with each unit sharing a laneway off of Beaver Bank Road with shared parking and an individual driveway to each unit. The shared parking would be primarily for visitor parking.

Presentation - Nick Pryce

Some of the key differences from the original proposal is the decrease in units from 45 to 31. The factor of the road was a component that caused the change in the developer's direction along with some of the comments that were heard from the initial public information meeting (eg: the rear units facing the streetscape). The units have been moved to the front of the streetscape and a buffer has been created between the proposed units and the residential houses in the existing subdivision behind. The intention is to maintain the protection of the vegetation that is there.

As of right, single unit dwellings could be constructed with individual accesses coming onto Beaver Bank Road. The proposal reduces the number of accesses onto Beaver Bank Road.

A small park is still proposed and up for discussion.

Mr. Pryce showed a picture of the type of unit that may be developed on the site. This is a concept and may not necessarily be the final design chosen.

4. Questions/Comments

Dan Young, Sunnyvale Crescent, asked what the distance is between the property lines of the existing subdivision and the edge of the proposed buildings. Mr. Pryce said it would be between 100 and 150 feet plus. There would probably be 40 feet to the right of the site and 250 feet toward the left. The intention is to leave the trees in the buffered area. As of right, if the land is developed, there is nothing controlling the clearing of those trees. Through a development agreement there can be a covenant put in place to protect that vegetation and existing trees.

Mr. Young asked about the privacy fence. Will there be one at the rear of the development? Mr. Pryce said their intent is to put up a fence along the left boundary. The challenge with the rear of the property is the vegetation. At this point, putting a fence in may do more harm. There is proposed landscaping along the front in the terms of trees which would create some buffering. Mr. Driscoll reminded the public that this is a first step and there will be lots of opportunity based on what is heard tonight and staff reviews to tweak the proposal. After the initial proposal, HRM staff had a

discussion with the applicant about screening and buffering adjacent properties. This is the proposal that the applicant has come back with but it can always be revised.

Sharon Johnson, Beaver Bank Road, asked what the red line signifies. Mr. Driscoll explained that it separates Phase I and II and signifies the cut off for number of units that could be supported by the sewer system. The second phase would be permitted upon approval from HRM.

Ms. Johnson likes the looks of this concept plan better than the original. She wondered how realistic the buffer zone is as trees are always falling in that area. Mr. Pryce said this plan is reflecting more density in terms of the existing vegetation so the vulnerability of them falling down is less than if the applicant was to develop further into the site. Mr. Driscoll mentioned that a development agreement can, in a dedicated buffer, certainly enable trees that are dying and/or decaying to be cut down. Development agreements can often require that a tree of the same species be replaced if a tree (especially a healthy one) is removed.

Councillor Johns asked how many driveways access Beaver Bank Road. Mr. Driscoll said there will be five until Phase II comes on line.

Mr. Young asked if there was a footpath plan to which Mr. Pryce said there wasn't one on the property.

Brian Grennan, Sackville, asked how wide the Beaver Bank Road is. Mr. McGonnell said a standard right away would be 66 feet. Mr. Grennan wondered if someday the Beaver Bank Road may become a four lane roadway. Mr. Driscoll said there are no known plans. The developer has hired a professional engineer to do a traffic impact study for the site. This has been reviewed by HRM engineering staff and no issues were found. Mr. Grennan preferred the original plan because there was one road connecting to Beaver Bank Road by two accesses.

Walter Regan, member of Sackville River Association (SRA) and NWPAC, asked if there would be a lot bond for each lot to protect against erosion. Mr. McGonnell explained that there is potential to increase the security up front. It would have to be a reasonable amount and probably for the entire site. Mr. Regan does not agree and believes it should be per lot.

Mr. Regan asked about tree retention. Mr. Driscoll said the tree retention is being proposed to act as the buffer mechanism. The development agreement could restrict the cutting of trees unless it was a potential danger. The development officer would have flexibility to make the call. The developer may have to supply something from an arborist or qualified professional indicating the condition of the tree.

Mr. Regan asked if a retention pond could be located on the site to restrict sewer overflow. Mr. McGonnell said no. Mr. Woodford mentioned that a tighter system with better manhole covers could be constructed and have the same, if not better, benefits as a container.

Mr. Regan mentioned that there are too many cars and construction of houses on Beaver Bank Road. There should be a moratorium in place for Sackville. Mr. Driscoll mentioned that there is a moratorium for the outlying areas. Within the serviced area, Council is still considering development applications. If the application seeks to increase density or change the land use on the site, development is held to an equivalent density of what is permitted as of right. Councillor Johns explained that Council decided through the Regional Plan that regardless of the traffic and sewer issues, District 19 has been identified as a growth area.

Mr. Young wondered if this development could go forward because it could be done as single family units. Mr. Driscoll explained that the property is zoned R-1; therefore, the developer could submit an application to create a number of single unit dwelling lots. All zoning criteria and standards would have to be adhered to by the developer.

Mr. Young asked about time lines. Mr. Marchand said it would be developed within a one to two year time frame with uncertainty for the three or four remaining units. The second phase depends on HRM. The developer would like to see the site developed as one phase. Mr. Young prefers this plan to the original one.

Karen and Tim Pace, Sunnyvale Crescent, prefer this concept plan to the original but would like to see single unit dwellings developed.

Many of the residents agree with this proposal over the original.

One resident is concerned that Beaver Bank Road in that area would look like a parking lot. Mr. Young mentioned that if there is landscaping and trees put in the front, it will break up the shared parking spaces. Mr. Pryce said the intention is to have landscaping to offset the asphalt.

One resident asked how far from the Beaver Bank Road are the houses set back. How much of the land in behind the units will be owned by each unit? Mr. Pryce said the units would be setback anywhere from 50 to 60 feet. Each lot will go all the way back but there will be a covenant registered against the property. The development agreement runs with each of those properties and the owner will have the responsibility to maintain that vegetation and not cut it down.

Jessica Alexander, member of NWPAC, asked if there would be a covenant regarding the maintenance of the units. Would the developer consider a condominium title or restrictive covenants against the homeowner? Mr. Pryce believes that covenants would be a more appropriate mechanism. Mr. Marchand said they are strongly supportive of restrictive covenants to assist in protecting the consistency and continuity of buildings in a community. He would also rely on HRM's assistance in providing the right tools as it is a great challenge for the developer to control this. Ms. Alexander mentioned that with a condominium title, the homeowners would govern themselves. Mr. Marchand also mentioned that there are residential organizations to control issues like the exterior of the facade as long as it is a reasonable concern. Ms. Alexander asked how an organization can be stronger than

a condominium title. Mr. Marchand explained that due to HRM not taking ownership of the street in the original plan, the condo option was not feasible.

Councillor Johns asked if the front of the townhouses will be brick. Mr. Marchand said there is a component of the facade which is brick. This is subject to change. Councillor Johns was wondering if a clause for exterior materials could be worked into the development agreement instead of a covenant. This would also carry on with different property owners. Mr. Driscoll said it could along with other aspects.

John Green, Sunnyvale Crescent, is concerned that the site sits on a blind corner. Mr. Pryce said their traffic engineers look at traffic site lines. One option may be to connect two parking areas to improve and limit the number of accesses onto Beaver Bank Road and have more landscaping out front. Mr. Driscoll added that the applicant will provide setbacks and traffic studies but in the end HRM engineering staff would have to approve those through a site stopping distance test. Any access proposed would have to meet HRM's standards. Greg O'Brien, developer's traffic engineer, added that the vehicles will not be backing out onto Beaver Bank Road.

A resident from Sunnyvale Crescent asked if there was a mechanism in place to slow down or allow a break in traffic. Mr. Driscoll mentioned that at the last meeting Mr. Bone (HRM Planner) mentioned the possibility of looking at the sequence of the traffic lights at either end. Mr. McGonnell believes the lights are too far apart. Generally, it can be done with a distance of 400 to 500 metres.

The resident also asked about the bus stop which was shown in the original plan. Mr. Pryce apologized as they have since found out that a bus does not run along the street.

A resident from Boxwood Crescent asked who will be responsible for the shared parking lot. Mr. Driscoll explained that it would be shared by the people who use it. For example, the development agreement could require that all parking areas be paved. Typically, the developer would pave the lot up front and the cost is absorbed into the cost of the unit.

The resident said there is a swamp area off-site where the map indicates R-6 Zoning. Would this be protected from any runoff? There is a lot of wildlife in the area. Mr. Pryce said the runoff is going to be collected and directed into the municipal system. There are also standards regarding stormwater runoff in terms of pre and post construction. He believes the gravity flows downwards and away from that direction.

A resident asked how the parking lot will be cleared of snow. What about garbage collection? Who is responsible for picking up any debris that is left over from garbage spillage? Mr. Driscoll said it would be the responsibility of the property owner.

Gerald Whiteway, Boxwood Crescent, asked if the site is on well and septic to which Mr. Marchand affirmed. Mr. Whiteway asked if there will be individual sewer lines created. Mr. Woodford said

an individual sewer line would run along the same side of the Beaver Bank Road. There would be 27 individual water lines as required by the Water Commission. Likely, a sewer and storm water line will run on the same side of Beaver Bank Road. Water services are small enough that you can bore through Beaver Bank Road. There will be minimal disturbance to Beaver Bank Road.

Mr. Whiteway asked how specific and when the traffic study is done. He doesn't believe Beaver Bank Road would fair well in a traffic study at this time of the year. Mr. McGonnell mentioned that traffic counts are done over periods of weeks and different times of the year. HRM does traffic counts which picks up the number of cars and time the of the day for the count. The site stopping distance test is based on the speed, not counts, for that particular street. Mr. O'Brien explained that a person has to be able to see far enough to stop if there is a hazard in the way.

Shawn Sperry, Boxwood Crescent, wonders if something can be done about the trucks that park on both sides of Beaver Bank Road near Tim Hortons as it blocks the sidewalks which forces pedestrians to walk around the trucks. He is concerned about the traffic on Beaver Bank Road and the crosswalk within the Boxwood Crescent boundaries. He agrees that this concept plan is somewhat better than the original but is very concerned about the blind corner. He has noticed that over the last four or five months the traffic has increased tremendously. He liked the bus stop scenario.

Councillor Johns said it is not official but there are negotiations that the Beaver Bank By-Pass bus may become a transit bus. Mr. Driscoll mentioned that if transit looked at putting service on Beaver Bank Road they may/may not look at this particular area.

Michael Lane, Hillsdale Crescent, asked about the park area. Mr. Pryce said it is planned for a small park with a seating area but is still up for discussion and has to go through HRM Parkland Planning. There was thought for a park at the back of the development. Mr. Lane is interested in that option. Mr. Driscoll explained that the developer has to contribute 10% of the land to parkland or the equivalent could be given in money or work in kind. If it was money, it would go to parks or recreational services. Councillor Johns' concern is that the money goes into a general pot and is rarely spent on the particular area. Mr. Lane sees this as a good opportunity to do something for the whole community. Mr. Pryce mentioned that this was one of the proposals but HRM has a criteria on how they will consider parks and what will be taken as land. Some people are in favor of a park in back where the existing development has access but some aren't. Mr. Driscoll will forward the comment to Parkland Planning. Mr. Lane said that the proposed park area is positioned at the far end of the subdivision and it is not very big.

Councillor Johns asked if the parkland dedication for the proposal is equivalent to 10% of the land. Mr. Pryce explained that at this time, the parkland is at 2%. There was more on the earlier concept plan. Councillor Johns would rather the land sit untouched instead of the money contribution as the community never seems to benefit from it. Mr. Marchand would also like the opportunity to do some improvements to the land. The developer is looking for feedback from the public. He would like to see 5% to land dedication and 5% for land improvements. Councillor Johns does not see an area on

the site to make a good park. He does not support putting parkland at the back of the site due to vandalism and hangouts. Road frontage is ideal for a park but not on Beaver Bank Road. Mr. Marchand said HRM Parkland will look, consider the needs of the community and provide some feedback. This would also be an ideal opportunity for the public to provide some feedback. Mr. Pryce mentioned that the earlier concept plan had a park situated in the middle of the development. Mr. Driscoll will forward all concerns to HRM Parkland and all departments will comment on the different aspects of the proposal.

A resident asked if there is sewer capacity for the development to which Mr. Pryce affirmed. Mr. Driscoll explained that there are two phases to the development. There is capacity for the first phase and the second will rely on HRM's approval. Mr. McGonnell explained that as of right there is capacity for 20 or 21 single unit dwellings. Each single unit dwelling has an average of 3.5 people and the townhouses average 2.5 people per unit; therefore, there is enough capacity for the first phase of this development.

A resident asked for a rough idea as to the construction elevation of the houses upon completion as well as the driveways. Mr. Pryce explained that on the driveways a 6% to 8% grade has to be maintained. Mr. Driscoll said the development agreement can regulate the size and height of the buildings. The resident asked how much of each property would be clear cut. Mr. Pryce said only the trees that are in the way of creating the buildings. One resident mentioned that there are hemlocks at the back of the site and doesn't want to see them disappear. Mr. Pryce said the developer is trying to retain the vegetation. If the site was to be developed as of right, there is no protection and the land could be clear cut.

Mr. Whiteway asked about the Beaver Bank Connector. Mr. McGonnell explained that the design for the connection from Highway 101 to Sackville Drive is complete. The Province is responsible for this project. This portion will go to tender later in the fall with construction happening in 2008 and finishing in 2009. The other road that ties into this will alleviate the traffic on Beaver Bank Road but it is a matter of getting funding in place. He is not sure of the timing for this portion.

One resident wondered why a study was done in November of 2006. Mr. McGonnell mentioned that transportation and traffic engineers perform counts on different roads at random times so the numbers aren't skewed in any shape or form. This particular count was not done for this application. Mr. O'Brien said that according to that study, the average number of cars on Beaver Bank Road over a three day period was 23,800. Mr. Driscoll mentioned that the developer used a more recent traffic study of the area.

One resident mentioned that he is not in favour of the buffer area becoming a park. Mr. Driscoll believes the grade would be too steep anyway. The resident asked if this application is considered to be a new subdivision or a continuation as there is development all around it. Mr. Driscoll explained that this is a new subdivision and any subdivision having more than three lots requires 10% parkland or an equivalence in cash or work in kind. He is not sure why parkland was not provided for the existing development but will try to find out.

One resident asked if the townhouse lots go to the red line. How wide are they? Mr. Pryce said they are 20 to 30 feet per lot.

Mr. Regan asked if there will be an oil/grit separator installed. Mr. Driscoll explained that the developer will have to submit a stormwater management plan but at this time he is not sure.

Mr. Regan asked how many parking lots will be provided for each unit. Mr. Driscoll said there would be individual driveways to each unit and a shared parking lot. Mr. Pryce added that there would be two spots per unit.

One resident asked if there will be the possibility of a condominium type fee put in place. Mr. Driscoll said that would be taken care of by the developer as they sell the lots.

One resident is concerned with environment impacts when removing the existing septic on site. Will the soil will be tested? Mr. Woodford said Department of Environment has a set of regulations to follow when removing septic tanks. The soil will be tested and inspected at the time of excavation.

Mr. Sperry wondered if someone could buy the parkland and put something else on it. Mr. Driscoll said it would be zoned parkland and identified in the development agreement as parkland. If that was to happen, there would be another public process held in order to rezone the property and amend the development agreement.

One resident asked if the parkland would be public to which Mr. Driscoll agreed and said the access would be from Beaver Bank Road.

Mr. Regan asked if there will be any capital lot charges applied. Mr. Driscoll said this is not an area designated for capital cost charges. Councillor Johns said that sewage charges would apply.

5. Closing comments

Mr. Driscoll and Mr. Pryce thanked everyone for coming to the meeting and expressing their comments and concerns.

6. Adjournment

The meeting adjourned at approximately 8:36 p.m.