



P.O. Box 1749
Halifax, Nova Scotia
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Item No. 13.1.1
North West Community Council
March 27, 2017

TO: Chair and Members of North West Community Council

Original Signed

SUBMITTED BY:

Bob Bjerke, Chief Planner and Director of Planning and Development

DATE: January 20, 2017

SUBJECT: **Case 20247: Development Agreement for a Commercial Recreation Use at Restless Pines Equestrian Farm, 1418 Lucasville Road, Lucasville**

ORIGIN

Application by RMP Development Consulting Limited, on behalf of the property owner, Heidi Rosemary MacInnes, for a development agreement to permit a commercial recreation use at 1418 Lucasville Rd., Lucasville.

LEGISLATIVE AUTHORITY

Refer to Attachment D.

RECOMMENDATION

It is recommended that North West Community Council:

1. Give notice of motion to consider the proposed development agreement, as contained in Attachment A of this report, to permit an expansion to the existing commercial recreation uses at Restless Pines Equestrian Farm, 1418 Lucasville Road and to schedule a public hearing;
2. Approve the proposed development agreement which shall be substantially of the same form as set out in Attachment A of this report to; and
3. Require the agreement be signed by the property owner within 120 days, or any extension thereof granted by Council on request of the property owner, from the date of final approval by Council and any other bodies as necessary, including applicable appeal periods, whichever is later, otherwise this approval will be void and obligations arising hereunder shall be at an end;

BACKGROUND

RMP Development Consulting Limited is applying on behalf of the property owner, Heidi Rosemary MacInnes, for a development agreement for the existing and future commercial recreation uses at 1418 Lucasville Road (Restless Pines Equestrian Farm). The current zoning permits the existing agricultural uses at the Restless Pines Equestrian Farm, however, the commercial recreation uses may only be considered by development agreement. If the development agreement application is approved, this remaining aspect of farm operations would be authorized.

Subject Site	1418 Lucasville Road, Lucasville (PID 00645507, Maps 1 and 2)
Location	Located approximately 1 kilometer east of the intersection of Lucasville Road and Hammonds Plains Road
Regional Plan Designation	Rural Commuter
Community Plan Designation (Map 1)	Mixed Use B (MU-B under the Beaver Bank, Hammonds Plains and Upper Sackville Municipal Planning Strategy (MPS) (Map 1)
Zoning (Map 2)	MU-1 (Mixed Use 1) under the Beaver Bank, Hammonds Plains and Upper Sackville Land Use By-law (LUB) (Map 2)
Size of Site	11.7 hectares (29 acres)
Street Frontage	48.9 metres (160.4) feet along Lucasville Road
Site Conditions	Slopes slightly south from Lucasville Road
Current Use of Subject Property	Equestrian Farm including Single detached dwelling, Barns stables and indoor and outdoor riding rings (PID 00645507)
Surrounding Uses	Primarily single unit residential development and some commercial and industrial uses

Proposal

The applicant wishes to gain approval for the existing commercial recreation use at the Restless Pines Equestrian Farm. The proposal seeks to regulate existing structures and land use deemed within the scope of the commercial recreation business which include:

- an indoor riding ring/ barn;
- an additional barn,
- outdoor paddocks
- an outdoor riding ring
- hours of operation; and,
- horse show competitions.

History of Restless Pines Equestrian Farm

Restless Pines Equestrian Farm was established in 2000 when Development and Building Permits for the house, barns and stables were issued for agricultural uses. At that time, boarding and breeding of animals were the principal operations at Restless Pines. Around 2004, Restless Pines phased in horse riding lessons and horse show competitions as part of the Farm's complement of operations. A Development Permit was not applied for or issued for these activities which constitute commercial recreation uses in accordance with the LUB. Recently, staff became aware of the commercial recreation uses at Restless Pines Farm noting that these land uses are not permitted within the applied MU-1 (Mixed Use-1) Zone. As a result, a municipal compliance case was opened. The compliance process resulted in an order being issued in the spring of 2016 requiring that the commercial recreation component of the farm use cease.

Enabling Policy

The Beaver Bank, Hammonds Plains and Upper Sackville MPS enables Community Council to consider, within the Mixed Use designations, proposed expansions of existing commercial recreation uses as well as the development of new commercial recreation uses by development agreement. The proposal may

be considered by North West Community Council (NWCC), pursuant to Policies P-27, and P-137 of the Beaver Bank, Hammonds Plains and Upper Sackville MPS. The intent of the policies is to allow for commercial recreation development, provided such uses are considered in areas that have a high commercial recreation potential and which can be developed while minimizing negative impacts on the natural environment and adjacent development. A detailed evaluation of the proposal against the complete set of policy criteria is included in Attachment B.

COMMUNITY ENGAGEMENT

The community engagement process is consistent with the intent of the HRM Community Engagement Strategy. The level of community engagement was consultation, achieved through a public information meeting held on January 25, 2016 (see Attachment C for minutes). Notice of the public information meeting was posted on the HRM website, in the newspaper, and mailed to property owners within the notification area as shown on Map 2.

A public hearing must be held by Community Council before they can consider approval of the proposed development agreement. Should Community Council decide to proceed with a public hearing on this application, in addition to the published newspaper advertisements, property owners within the notification area shown on Map 2 will be notified of the hearing by regular mail. The proposed development agreement will potentially impact local residents, property owners and adjacent businesses.

DISCUSSION

Staff has reviewed the proposal relative to all relevant policies and advise that it is reasonably consistent with the intent of the MPS. Attachment B provides an evaluation of the proposed development agreement in relation to the relevant MPS policies.

Proposed Development Agreement

Attachment A contains the proposed development agreement for the subject site and the conditions under which the development may occur. The proposed development agreement addresses the following matters:

- Hours of operation for farm operations and horse competitions;
- Limits the number of horses;
- Limits the size of buildings;
- DA proposes to authorize existing equestrian farm operations;
- Allows for new uses as of right under the MU-1 Zone; and
- Non-substantive amendments may be considered where minor changes to siting of existing buildings do not generally conform with Schedule B of the agreement.

The attached development agreement will permit the commercial recreation use, subject to the controls identified above. Of the matters addressed by the proposed development agreement to satisfy the MPS criteria as shown in Attachment B, the following have been identified for detailed discussion.

Location Suitability and Land Use

Policy P-27 requires that commercial recreation uses be considered on sites that have characteristics which make the location particularly suitable. The subject property has been in operation since 2004 as a commercial equestrian facility which includes the following:

- Horse boarding and breeding;
- Horseback riding lessons;
- Horse shows competitions (to a maximum of ten (10) per year); and,
- Limiting animals to a maximum of 65 horses.

The MU-1 Zone and Commercial Recreation Uses by DA

The boarding and breeding of horses are considered agricultural uses which are permitted as of right in the MU-1 Zone which applies to the property. However, other aspects of the Restless Pines existing operations such as horseback riding lessons and horse show competitions are defined as commercial recreation uses. Policy P-27 requires a development agreement (DA) to authorize the existing commercial recreation uses. However, the permitted agricultural uses also share joint physical and functional supporting space with the commercial recreation uses. As a result, the proposed DA regulates the existing structures and land uses that support all joint farm activities as follows:

- one (1) stand-alone barn;
- one (1) barn/ Indoor riding arena;
- one (1) manure storage area;
- two (2) vehicle parking areas;
- four (4) outdoor paddocks; and,
- one (1) outdoor riding arena.

It should be noted that the DA does not regulate other future MU-1 land uses that are permitted as of right under the Land Use By-law, other than to establish certain environmental protections. These protections include stormwater management and erosion and sedimentation control for new uses administered through the development permit process.

The 11.7 hectares (29 acres) property provides considerable space and separation distance to nearby residential homes. Portions of the site contain existing mature tree stands which buffer neighbouring properties and serve to reduce potential noise and light generated by the equestrian center. In addition to the existing physical characteristics of the subject site, the development agreement includes controls to ensure all aspects of the equestrian operation are contained within the boundary of the proposed site.

Traffic, Access and Sighting Distance

A traffic analysis was submitted by the Developer and was found to meet HRM guidelines. Through analysis, it was determined the existing driveway satisfies requirements for stopping sight distance.

Reducing Potential Impact on Adjacent Development

Policy P-27 requires that measures be taken to mitigate potential noise and visual intrusion. The proposed development agreement contains provisions which require that proposed buildings are setback an adequate minimum distance from property lines. The overall layout of the subject site encourages uses and activities a minimum distance of 89 metres (280 feet) from the nearest residential property. Uses on the lands are more associated with daytime use and typically generate less noise than the horse show competitions which occur only occasionally through spring, summer and fall months. Hours of operation prescribed in the proposed development agreement reinforce daytime use.

Environmental Considerations

Policy P-27(j) requires that consideration be given to potential environmental concerns related to the proposed development and in particular, potential effects on watercourses. The proposed development agreement contains measures which help mitigate potential impact of the development on the environment by requiring that animal manure storage be located a minimum of 91.5 meters (300 feet) from any watercourse.

Further, as stated above, section 3.4 of the proposed development agreement, requires submission of erosion and sedimentation control and a stormwater management plans prior to the issuance of any development permits for any new lands uses permitted in accordance with the underlying MU-1 Zone.

Water and Wastewater Services

The subject property is located within the municipal water service boundary and the site is serviced with an on-site septic system. Restless Pines has obtained approval of on-site septic system through the Province of Nova Scotia Department of the Environment.

North West Planning Advisory Committee

The North West Planning Advisory Committee (NWPAC) reviewed this application on February 3, 2016. The committee recommended that North West Community Council approve the application for development agreement contingent upon further consideration of concerns related to: the retaining of a treed buffer, a solution to the storage and location of animal manure on the subject site and a limit on the number of horses. The Committee's concerns with respect to the proposed development have been addressed as noted in the preceding discussions. A report from PAC to Community Council will be provided under separate cover.

Conclusion

Staff have reviewed the proposal in terms of all relevant policy criteria and advise that the proposal is reasonably consistent with the intent of the MPS. The use is compatible with the surrounding neighbourhood and the appropriate use controls are ensured through the development agreement. Therefore, staff recommend that the North West Community Council approve the proposed development agreement as contained in Attachment A.

FINANCIAL IMPLICATIONS

There are no budget implications. The applicant will be responsible for all costs, expenses, liabilities and obligations imposed under or incurred in order to satisfy the terms of this proposed development agreement. The administration of the proposed development agreement can be carried out within the approved 2016/2017 budget and with existing resources.

RISK CONSIDERATION

There are no significant risks associated with the recommendations contained within this report. This application may be considered under existing MPS policies. Community Council has the discretion to make decisions that are consistent with the MPS, and such decisions may be appealed to the N.S. Utility and Review Board. Information concerning risks and other implications of adopting the proposed rezoning are contained within the Discussion section of this report.

ENVIRONMENTAL IMPLICATIONS

The proposal meets all relevant environmental policies contained in the MPS. No additional concerns have been identified beyond those raised in this report.

ALTERNATIVES

1. North West Community Council may choose to approve the proposed development agreement subject to modifications. Such modifications may require further negotiation with the applicant and may require a supplementary report or another public hearing. A decision of Council to approve this development agreement is appealable to the N.S. Utility & Review Board as per Section 262 of the *HRM Charter*.
2. North West Community Council may choose to refuse the proposed development agreement, and in doing so, must provide reasons why the proposed agreement does not reasonably carry out the intent of the MPS. A decision of Council to refuse the proposed development agreement is appealable to the N.S. Utility & Review Board as per Section 262 of the *HRM Charter*.

ATTACHMENTS

Map 1 Generalized Future Land Use
Map 2: Zoning and Notification

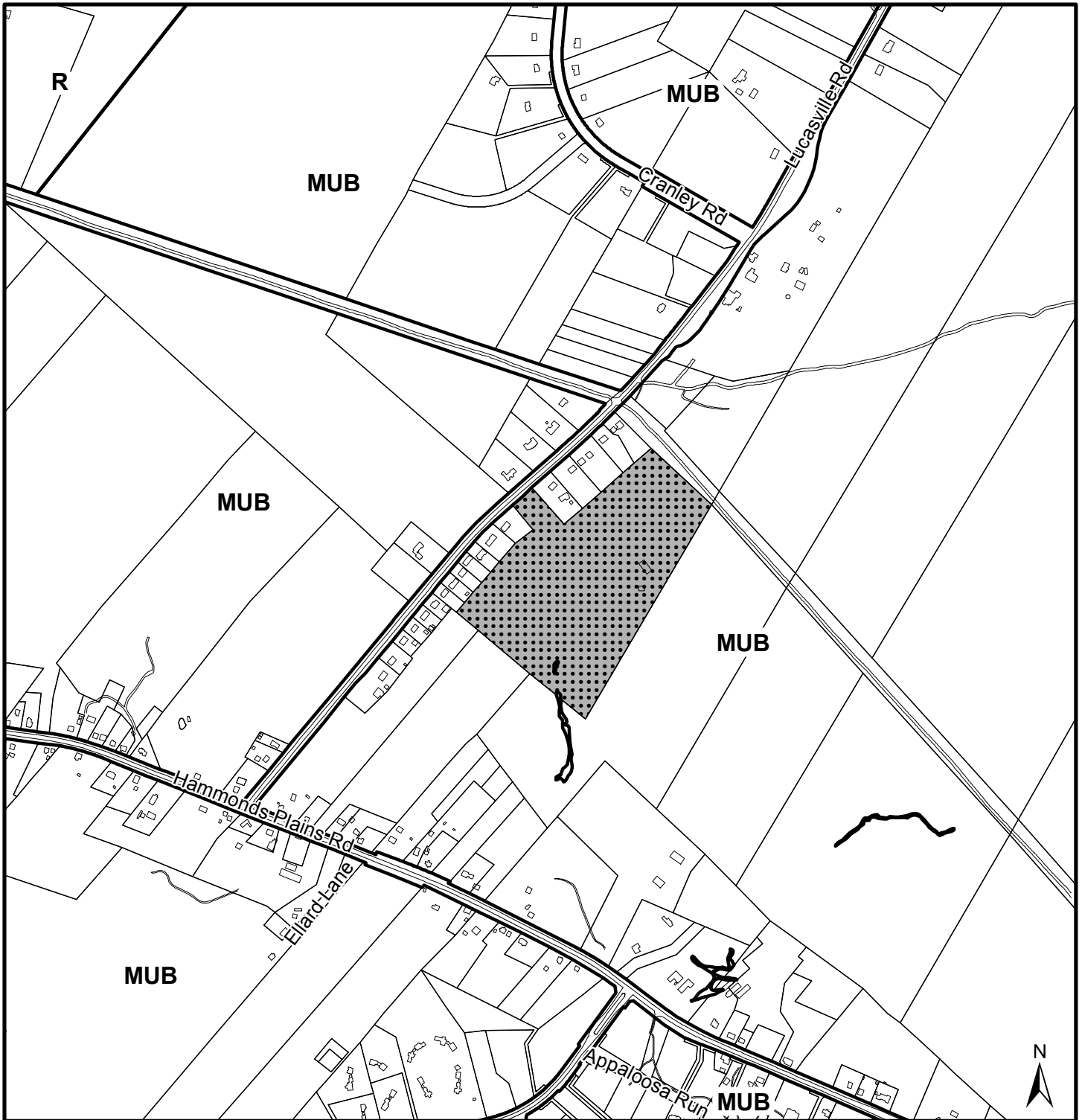
Attachment A: Proposed Development Agreement
Attachment B: Review of Relevant MPS Policies
Attachment C: Minutes of the Public Information Meeting
Attachment D: Legislative Authority

A copy of this report can be obtained online at <http://www.halifax.ca/commcoun/index.php> then choose the appropriate Community Council and meeting date, or by contacting the Office of the Municipal Clerk at 902.490.4210, or Fax 902.490.4208.

Report Prepared by: Shayne Vipond, Planner III, 902.490.4335

Original Signed


Report Approved by: _____
 Kelly Denty, Manager, Current Planning, 902.490.4800



Map 1 - Generalized Future Land Use

1418 Lucasville Road,
Hammonds Plains

HALIFAX

 Area of Proposed
Development Agreement

Designation

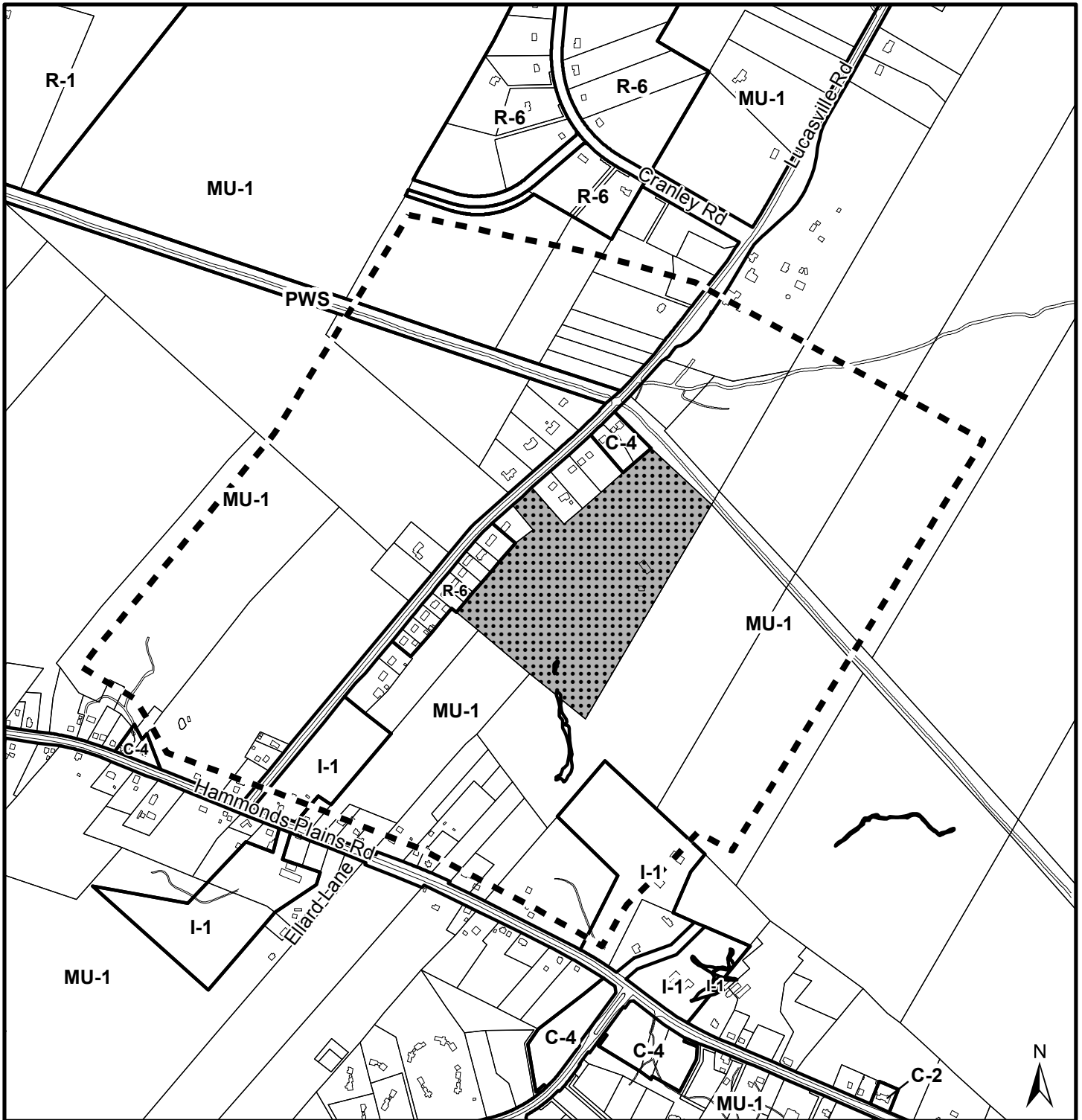
MUB Mixed Use B

Beaver Bank, Hammonds Plains
and Upper Sackville Plan Area



This map is an unofficial reproduction of
a portion of the Generalized Future Land
Use Map for the plan area indicated.


The accuracy of any representation on
this plan is not guaranteed.




Map 2 - Zoning and Notification

1418 Lucasville Road,
Hammonds Plains

HALIFAX

 Area of Proposed Development Agreement

 Area of Notification

Beaver Bank, Hammonds Plains
and Upper Sackville Plan Area

Zone

- R-1 Single Unit Dwelling
- R-6 Rural Residential
- MU-1 Mixed Use 1
- C-4 Highway Commercial
- I-1 Mixed Industrial
- PWS Protected Water Supply



This map is an unofficial reproduction of a portion of the Zoning Map for the plan area indicated.

The accuracy of any representation on this plan is not guaranteed.

**Attachment A:
Proposed Development Agreement**

THIS AGREEMENT made this day of **[Insert Month]**, 2017,

BETWEEN:

INSERT NAME OF REGISTERED PROPERTY OWNER

an individual in the Halifax Regional Municipality in the Province of
Nova Scotia
(hereinafter called the "Developer")

OF THE FIRST PART

- and -

HALIFAX REGIONAL MUNICIPALITY

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

OF THE SECOND PART

WHEREAS the Developer is the registered owner of certain lands located at 1418 Lucasville Road, Lucasville 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 commercial recreation use on the Lands pursuant to the provisions of the *Halifax Regional Municipality Charter* and pursuant to Policies P-27, P-56 and P-137 of the Beaver Bank, Hammonds Plains and Upper Sackville Municipal Planning Strategy and Section 3.6 (a) of the Beaver Bank, Hammonds Plains and Upper Sackville Land Use By-law;

AND WHEREAS the North West Community Council of the Municipality, at its meeting on **[Insert – Date]**, approved the said Agreement to allow a commercial recreation use on the Lands subject to the registered owner of the Lands described herein entering into this Agreement, as it applies to the Lands, referenced as Municipal Case Number 20247, to take effect upon the registration of this Agreement;

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

PART 1: GENERAL REQUIREMENTS AND ADMINISTRATION

1.1 Applicability of Agreement

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

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

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

1.3 Applicability of Other By-laws, Statutes and Regulations

1.3.1 Further to Section 1.2, 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 Lot Owner agree(s) to observe and comply with all such laws, by-laws and regulations, as may be amended from time to time, in connection with the development and use of the Lands.

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

1.4 Conflict

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

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

1.5 Costs, Expenses, Liabilities and Obligations

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

1.6 Provisions Severable

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

PART 2: DEFINITIONS

2.1 Words Not Defined under this Agreement

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

2.2 Definitions Specific to this Agreement

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

- (a) "Equestrian Facility" means the use of land, building or structures for the boarding and breeding of horses, the training of horses and riders and the staging of equestrian events but does not include racetracks, gambling or gaming establishments, feedlots or auctions.
- (b) "Indoor Riding Arena" means a building used for the exercising of horses and uses related to the operation of the Commercial Recreation Use as permitted under this agreement.
- (c) "Outdoor Riding Arena" means an outdoor area used for the exercising of horses and uses related to the operation of the Commercial Recreation Use as permitted under this agreement.

- (d) "Barn" means a farm building used for storing grain, hay, or straw or for housing livestock.
- (e) "Paddock" means a small field or enclosure where horses are kept or exercised.

PART 3: USE OF LANDS, SUBDIVISION AND DEVELOPMENT PROVISIONS

3.1 Schedules

The Developer shall develop the Lands in a manner, which, in the opinion of the Development Officer, conforms with the following Schedules attached to this Agreement and filed in the Halifax Regional Municipality as Case 20247:

Schedule A	Legal Description of the Lands
Schedule B	Site and Landscaping Plan

3.2 Requirements Prior to Approval

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

3.3 General Description of Land Use

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

- (a) Equestrian facility;
- (b) Horse shows and competitions;
- (c) Accessory uses/buildings associated with the uses permitted under this agreement; and,
- (d) Existing buildings as indicated on Schedule B of this Agreement.

3.3.2 MU-1 (Mixed Use 1) Zone provisions of the Beaver Bank, Hammonds Plains and Upper Sackville Land Use By-law shall apply to the subject property unless otherwise varied by this Development Agreement.

3.3.3 Existing buildings may be used for the uses referred to on Schedule B of this Agreement and no enlargement of or change of occupancy to any existing building as identified on Schedule B of this Agreement shall be permitted unless provided for by this Agreement.

3.4 Requirements Prior to the Issuance of a Development Permit

3.4.1 Pursuant to Section 3.3.2, prior to the issuance of a development permit for a new land use to be contained within a new structure in accordance with the MU-1 (Mixed Use 1) Zone provisions of the Beaver Bank, Hammonds Plains and Upper Sackville Land Use By-law and prior to the commencement of any site work on the Lands, including earth movement or tree removal other than that required for preliminary survey purposes, or associated off-site works, the Developer shall provide the Development Officer and the Development Engineer:

- (a) A detailed Erosion and Sedimentation Control Plan prepared by a Professional Engineer in accordance with the Erosion and Sedimentation Control Handbook for Construction

Sites as prepared and revised from time to time by Nova Scotia Environment. Notwithstanding other sections of this Agreement, no work is permitted on the Lands until the requirements of this clause have been met and implemented. The Erosion and Sedimentation Control Plan shall indicate the sequence of construction, all proposed detailed erosion and sedimentation control measures and interim stormwater management measures to be put in place prior to and during construction; and, and,

- (b) A detailed Site Grading and Stormwater Management Plan for the Lands prepared by a Professional Engineer, which shall include an appropriate stormwater collection and treatment system. The Site Grading and Stormwater Management Plan shall identify structural and vegetative stormwater management measures, which may include infiltration, retention, and detention controls, wetlands, vegetative swales, filter strips, and buffers that will minimize adverse impacts on receiving watercourses during and after construction.

3.5 Detailed Provisions for Land Use

3.5.1 Pursuant to Section 3.3, land uses and associated buildings with the Equestrian Facility as shown on Schedule shall be limited to the following:

- (a) The Equestrian facility shall contain a maximum of sixty five (65) horses as shown on Schedule B and include the following :
 - i. one (1) barn, identified as Item #2 on Schedule B;
 - ii. one (1) barn/ Indoor riding arena, identified as Item #3 on Schedule B;
 - iii. one (1) manure storage area identified as Item #4;
 - iv. two (2) vehicle parking areas identified as Item #5 and #6;
 - v. four (4) outdoor paddocks (identified as Items #7, #8, #9 and #10; and,
 - vi. one (1) outdoor riding arena identified as Item #11
- (b) A maximum of ten (10) horse shows/competitions may be permitted per annum and notwithstanding 3.5.1 (a) the maximum number of horses may be exceeded for the horse shows/competitions.
- (c) Accessory uses/buildings associated with the uses permitted under this agreement; and,
- (d) Existing buildings as indicated on Schedule B of this Agreement.

3.6 Siting and Architectural Requirements

Siting

3.6.1 All buildings (including accessory buildings and structures) and areas shall be in accordance with all setback requirements of the MU-1 Zone as per the Beaver Bank, Hammonds Plains and Upper Sackville Land Use By-law unless varied by this Agreement.

Manure Storage:

3.6.2 Any disposable area for livestock waste associated with the Equestrian Facility shall be:

- (a) located in accordance with Schedule B (identified as Item #4);
- (b) setback a minimum of 91.5 m (300 ft.) from any watercourse or potable water supply, except for a potable water supply that is located on the same property, and;
- (c) setback a minimum of 91.5 m (300 ft.) from any dwelling that is not located on the same

lot.

- 3.6.3 Any proposed building or structure associated with the keeping of livestock as identified on Schedule B or defined in this Agreement shall be sited a minimum of 30.4 m (100 ft.) from any dwelling or potable water supply that is not located on the same lot.

Building Footprint

- 3.6.4 The maximum footprint of proposed buildings, structures or designated areas, shall be as identified on Schedule B of this Agreement and comply with the following:

- (a) 278 sq. m (3,000 sq. ft.) for the Barn, identified as Item #2 on Schedule B; and
- (b) 2,601 sq. m (28,000 sq.) for the Indoor Riding Ring/Barn, identified as Item #3 on Schedule B.

3.7 Subdivision of the Lands

- 3.7.1 Any subdivision application shall be in accordance with the requirements of the Regional Subdivision By-law.

3.8 Parking, Circulation and Access

Parking/Circulation

- 3.8.1 Gravel may be used on the designated parking areas as shown on Schedule B but shall be maintained with a stable surface that is treated to prevent the raising of dust or loose particles.

3.9 Outdoor Lighting

- 3.9.1 Lighting shall be shielded and directed to driveways, parking areas, loading areas and building entrances and shall be arranged so as to divert the light away from adjacent properties and buildings.

3.10 MAINTENANCE

- 3.10.1 The Developer shall maintain and keep in good repair all portions of the development on the Lands, including but not limited to, the exterior of the building, 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 and ice control, salting of walkways and driveways.

3.11 HOURS OF OPERATION

- 3.11.1 The Equestrian Facility shall be permitted to operate between the hours of 7:00 am and 12:00 am, with the following exceptions:

- (a) Horse show events shall occur only between the hours of 7:00 am and 9:00 pm.

- 3.11.2 Deliveries to the property, and the collection of refuse and recyclables, shall occur only between the hours of 7:00 am and 9:00 pm.

- 3.11.3 Hours of operation shall conform with all relevant Municipal and Provincial legislation and regulations, as may be amended from time to time.

PART 4: ENVIRONMENTAL PROTECTION MEASURES

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

PART 5: AMENDMENTS

5.1 Non-Substantive Amendments

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

- (a) Changes to the siting requirements as detailed in Section 3.5 and 3.6 or which in the opinion of the Development Officer, do not conform with Schedule B.

5.2 Substantive Amendments

Amendments to any matters not identified under section 5.1 of this Agreement shall be deemed substantive and may only be amended in accordance with the approval requirements of the *Halifax Regional Municipality Charter*.

PART 7: REGISTRATION, EFFECT OF CONVEYANCES AND DISCHARGE

7.1 Registration

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

7.2 Subsequent Owners

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

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

PART 8: ENFORCEMENT AND RIGHTS AND REMEDIES ON DEFAULT

8.1 Enforcement

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

8.2 Failure to Comply

If the Developer fails to observe or perform any condition of this Agreement after the Municipality has given the Developer 14 days written notice of the failure or default, then in each such case:

- (a) The Municipality shall be entitled to apply to any court of competent jurisdiction for injunctive relief including an order prohibiting the Developer from continuing such default and the Developer hereby submits to the jurisdiction of such Court and waives any defense based upon the allegation that damages would be an adequate remedy;
- (b) The Municipality may enter onto the Lands and perform any of the covenants contained in this Agreement or take such remedial action as is considered necessary to correct a breach of the Agreement, whereupon all reasonable expenses whether arising out of the

entry onto the Lands or from the performance of the covenants or remedial action, shall be a first lien on the Lands and be shown on any tax certificate issued under the *Assessment Act*,

- (c) The Municipality may by resolution discharge this Agreement whereupon this Agreement shall have no further force or effect and henceforth the development of the Lands shall conform with the provisions of the Land Use By-law; or
- (d) In addition to the above remedies, the Municipality reserves the right to pursue any other remedy under the *Halifax Regional Municipality Charter* or Common Law in order to ensure compliance with this Agreement.

IN WITNESS WHEREAS the said parties to these presents have hereunto set their hands and affixed their seals the day and year first above written.

SIGNED, SEALED AND DELIVERED in the presence of:

(Insert Name of Registered Owner)

Witness

Per: _____

SIGNED, 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

Witness

Per: _____
MAYOR

Witness

Per: _____
MUNICIPAL CLERK

Schedule B: Site and Landscaping Plan

KEY PLAN

LEGEND

PROPERTY LINE	---
RIGHT OF WAY	---
EDGE OF ASPHALT	---
EDGE OF GRAVEL	---
EX. TRAIL	---
PROPOSED TRAIL	---
BUILDING FOOTPRINT	---
FENCELINE	---
WATERCOURSE	---
WETLAND BOUNDARY	---
TREELINE	---

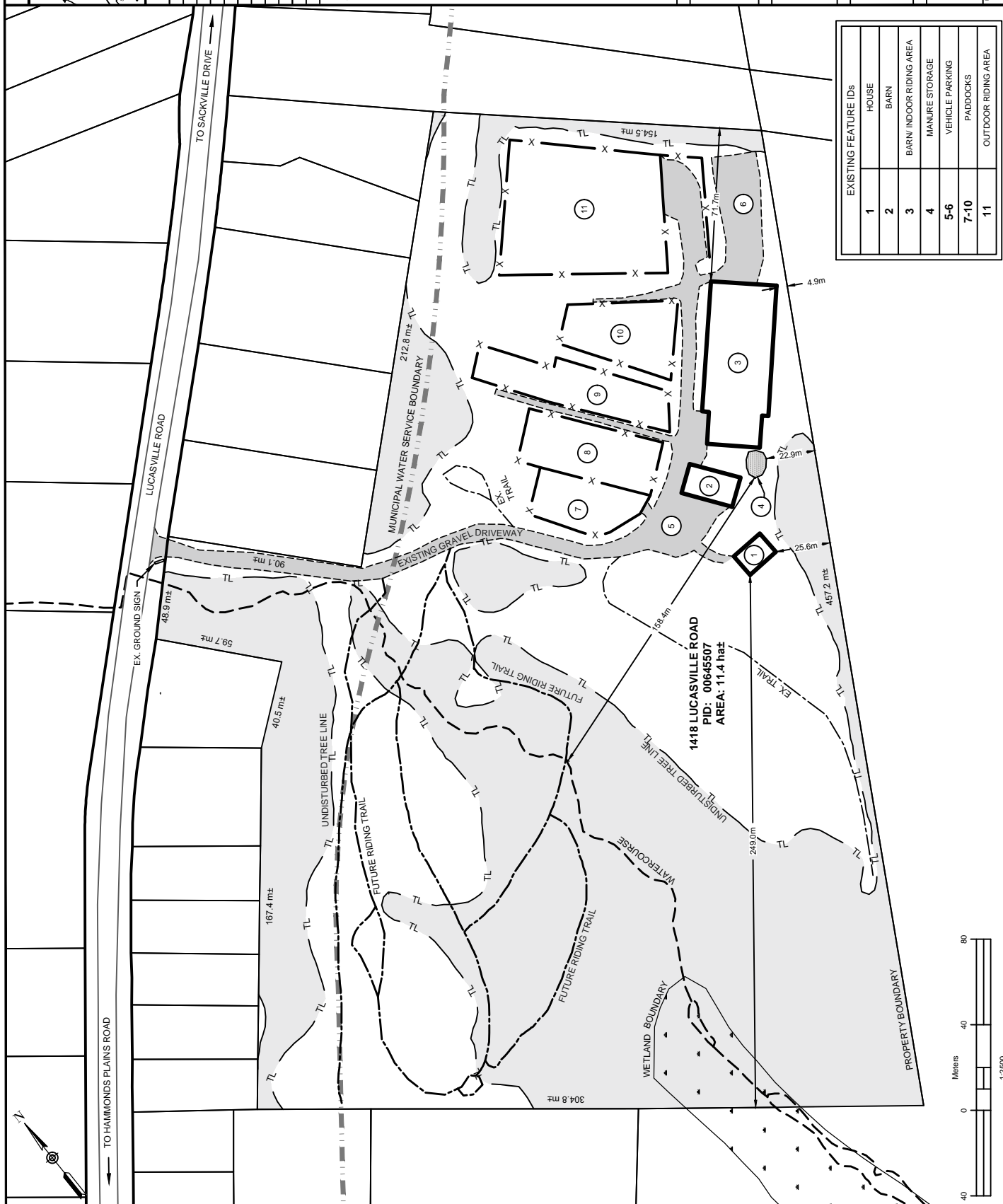
NOTES:

- PROPERTY LINES AND BOUNDARIES ARE BASED ON PROVINCIAL DATA MAPPING.
- EXISTING SURFACES AND STRUCTURES ARE BASED ON PROVINCIAL DATA MAPPING.
- LOCATION OF WETLAND IS BASED ON INFORMATION FROM PROVINCIAL DATA MAPPING.
- LOCATION OF TREE LINE IS BASED ON AERIAL PHOTOS.
- ALL TREES AND VEGETATION TO BE RETAINED.
- INTERVAL: 1m
- ALL EXISTING SURFACES AND STRUCTURES TO BE RETAINED

CONSULTANT

CLIENT

RMP DEVELOPMENT CONSULTING LIMITED



DATE: 27-SEP-2016
SCALE: 1:2500
PROJECT NO: 16-005

**Attachment B:
Beaver Bank, Hammonds Plains and Upper Sackville Policy Evaluation**

Policy P-27: Within the Mixed Use A, B and C Designations, it shall be the intention of Council through the land use by-law to provide for the continued use of commercial recreation uses to the extent they presently exist (Policy P-9 and P-12). Further, Council may consider any proposed expansion of existing commercial recreation uses as well as the development of new commercial recreation uses by development agreement and according to the provisions of the Municipal Government Act. In considering any new or expanded commercial recreation use, Council shall have regard to the following:

Policy Criteria	Comment
<i>(a) that the site exhibits characteristics which make the location particularly suitable for the proposed use;</i>	The subject property has been a commercial recreation equestrian farm use for over 15 years. The total area of the property subject to the development agreement (approximately 11.7 hectares) provides space and separation distance to accommodate the proposed uses and to limit potential nuisance generated by the development.
<i>(b) the potential for adversely affecting adjacent residential and community facility development by virtue of noise, visual intrusion, traffic generation and littering;</i>	Requirements have been included in the proposed development agreement (Attachment A) to limit adverse effects on adjacent properties, these requirements include: appropriate hours of operation for general farm operations as well horseshow events. In addition mature treed buffers provide visual impact mitigation.
<i>(c) the provision of landscaping or buffering from adjacent development and the public road to which it has access in order to reduce the impact of the proposed development;</i>	A mature treed buffer provides impact mitigate from farm operations to residential properties to the north. The nearest residential structure off site is approximately 86 metres (280 feet) from farm operations. All farm buildings containing animals are separated by a minimum 193 metres (633 feet) to the nearest residential structure. These factors provide and appropriate buffer between the subject site and adjacent development.
<i>(d) the availability of a site and site design which will entirely contain all aspects of the operation within the boundary of the proposed site;</i>	The total area of the property subject to the development agreement is approximately 11.4 hectares (29 acres). This large area provides adequate space and separation distance to ensure all aspects of the proposed use are contained within the boundaries of the subject site. Further, the development agreement contains requirements for signage to ensure users of the site are aware of their location relative to the boundaries of the subject site.
<i>(e) the impact on traffic circulation and in particular sighting distances and entrances and exits to the site.</i>	A traffic impact statement (TIS) was provided as part of the application. The TIS identified that vehicle trips to/from the site can be accommodated within the existing road network. A stopping sight distance (SSD) analysis was conducted and it was determined that the existing driveway satisfied requirements for SSD.
<i>(f) the layout and design of the facility;</i>	Activities and uses which are likely to generate

	higher levels of potential nuisance include horse shows competitions that run periodically to a maximum of 10 times per year. The property is configured such that the competitions are adequately separated from adjacent residential development.
<i>(g) general maintenance of the facility;</i>	The development agreement requires the lands are maintained in good repair all including all building exteriors, walkways, parking areas and driveways.
<i>(h) where any sewage treatment plant is proposed, the location and level of treatment of the sewage treatment plant;</i>	Onsite septic has been constructed and operates in accordance with the requirements of Nova Scotia Environment and is considered adequate for horse farm operations.
<i>(i) that the appearance of all buildings and structures related to the use shall be compatible with the surrounding area in terms of scale, exterior finish and signage;</i>	The site is a large flag lot where farm operations are situated some distance from Lucasville Road. All other buildings on the subject site have been subject to the Land Use By-law maximum building height requirement of 35 feet.
<i>(j) an assessment of environmental concerns related to the proposed development and in particular, potential effects on watercourses;</i>	As proposed, no development is proposed near the identified natural features. Further, as noted above, the development agreement has provisions to ensure animal manure is setback an appropriate distance from any watercourse.
<i>(k) the requirement for any applicable provincial approvals; and</i>	The proposed development agreement requires that the developer shall comply with any applicable statute or regulation of the Provincial Government as may be amended from time to time.
<i>(l) hours of operation; and</i>	The proposed development agreement contains requirements regarding the permitted hours of operation for general horse farms operations and also for horse show competitions.
<i>(m) the provisions of Policy P-137.</i>	See Below

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

Policy Criteria	Comment
<i>(a) that the proposal is in conformity with the intent of this Plan and with the requirements of all other municipal by-laws and regulations;</i>	The proposal is in conformity with the intent of the MPS Policy which allows for the consideration of commercial recreation uses and associated development. The proposal meets all requirements of the Beaver Bank, Hammonds Plains and Upper Sackville LUB.
<i>(b) that the proposal is not premature or inappropriate by reason of:</i>	
<i>(i) the financial capability of the Municipality to absorb any costs relating to the development;</i>	No concerns were identified regarding potential financial implications for HRM.
<i>(ii) the adequacy of central or on-site sewerage and water services;</i>	The site is serviced by municipal central water. No concerns were identified regarding the capacity of on-site sewer which has received sufficient approvals.

<i>(iii) the adequacy or proximity of school, recreation or other community facilities;</i>	Not applicable.
<i>(iv) the adequacy of road networks leading or adjacent to or within the development; and</i>	Information pertaining to the adequacy of road networks leading or adjacent to or within the development is provided above (Policy P-27(e)).
<i>(v) the potential for damage to or for destruction of designated historic buildings and sites.</i>	Not applicable.
<i>(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>	
<i>(i) type of use;</i>	Permitted existing land uses are identified within the development agreement. The land uses are consistent with the existing commercial recreation development. Future land uses would be administered through the Land Use By-law.
<i>(ii) height, bulk and lot coverage of any proposed building;</i>	The proposed development agreement requires: minimum building setbacks from adjacent properties; maximum total building area requirements and maximum total height requirements.
<i>(iii) traffic generation, access to and egress from the site, and parking;</i>	Discussed above.
<i>(iv) open storage;</i>	Open storage is not permitted.
<i>(v) signs; and</i>	The proposed development agreement allows for a ground sign.
<i>(vi) any other relevant matter of planning concern.</i>	No concerns have been identified.
<i>(d) that the proposed site is suitable in terms of the steepness of grades, soil and geological conditions, locations of watercourses, marshes or bogs and susceptibility to flooding.</i>	No concerns have been identified.
<i>(e) Within any designation, where a holding zone has been established pursuant to "Infrastructure Charges - Policy P-81", Subdivision Approval shall be subject to the provisions of the Subdivision By-law respecting the maximum number of lots created per year, except in accordance with the development agreement provisions of the MGA and the "Infrastructure Charges" Policies of this MPS. (RC-Jul 2/02;E-Aug 17/02)</i>	Not applicable.

Attachment C – Minutes of the Public Information Meeting

HALIFAX REGIONAL MUNICIPALITY
Public Information Meeting
Case 20247

The following does not represent a verbatim record of the proceedings of this meeting.

Thursday, January 25, 2016
7:00 p.m.

Wallace Lucas Community Centre - 596 Lucasville Road, Lucasville, NS

STAFF IN

ATTENDANCE: Shayne Vipond, Senior Planner, HRM Development Approvals
Holly Kent, Planning Technician, HRM Development Approvals
Tara Couvrette, Planning Controller, HRM Development Approvals

ALSO IN

ATTENDANCE: Councillor Brad Johns, District 14
Councillor Matt Whitman, District 13
Councillor Steve Craig, District 15
Councillor Steve Adams, District 11
Applicant/P. Engineer, Robert MacPherson, RMP Consulting
Owner/Operator of Restless Pines, Heidi MacInnes

PUBLIC IN

ATTENDANCE: Approximately 40

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

Call to order, purpose of meeting – Shayne Vipond

Mr. Vipond introduced himself as the Planner and Facilitator for the application; Robert MacPherson representing RMP Consulting - the applicant, Holly Kent as the Planning Technician; Tara Couvrette as the Planning Controller, Councillor Brad Johns, District 14

Case 20247 - Application by Restless Pines to permit a Commercial Recreation Equestrian Centre by Development Agreement at 1418 Lucasville Rd, Lucasville NS

The purpose of the Public Information Meeting (PIM) is: a) to identify that HRM has received a proposal for the site; b) to provide information on the project; c) to explain the Planning Policies and the stages of the Planning Process; d) an opportunity for the applicant to present the proposal and answer any questions regarding the application; and e) an opportunity for Staff to receive public feedback regarding the proposal. No decisions are made at this PIM.

1. Presentation of Proposal – Shayne Vipond

Mr. Vipond introduced himself and provided a brief introduction to the application and then made a presentation to the public outlining the purpose of the meeting, status of the application and the development request. Mr. Vipond outlined the context of the subject lands and the relevant planning policies.

Presentation of Proposal – Robert MacPherson representing RMP Consulting

Mr. MacPherson explained the history of the farm, the proposal, and showed slides of what the farm looks like from different angles and viewpoints.

2. Questions and Comments

Walter Regan, Sackville Rivers Association, Sackville – He wanted to know about manure handling. What kind of volume is there. Is there any stormwater retention or handling on the facility and does it go into a pond or just run overland? He would like to get some baseline testing of Bob's Brook. **Heidi MacInnes / Mathew Presty** -- Between 3-4 loads of manure is removed every two months. **Robert MacPherson** – On the stormwater management side of it, it is the natural drainage there are no retention areas specifically designed for the site.

Claire Milton, Chester – Is in favor of Restless Pines.

Sue Creaser, Mount Uniacke – Stated they have a high quality of horse mastership and is in favor as well.

Ross Evans, Pockwock Rd – Same concerns as Walter Regan regarding the brook.

Paula Crouse, 1420 Lucasville Rd – She is concerned that there might be plans to expand to the area behind her house. **Heidi** stated there are no plans to build anything on that section of property other than her future hope to have riding trails.

Karen Webb-Anderson, Beaver Bank – Is in favor of Restless Pines.

Pierre Legere, 106 Gatehouse Run - Is in favor of Restless Pines.

Steve Weatherbee, Highland Park – They have no issues with the farm.

Denis Fortin, Lucasville – When did the applicant determine they were non-compliant? **Mr. Vipond** stated it was as the result of a complaint that the Restless Pines situation became a compliance matter. **Denis Fortin** – has concerns with traffic. **Robert MacPherson** – This is a driveway not a traffic intersection that is for commercial use and is 7 meters wide.

Iris Drummond, Chair for the Lucasville Community Association, 693 Lucasville Rd –What is the degree of the slope on your land for water for your manure? Runoff and contamination to the stream is the concern for the people. **Mr. Vipond** - Stormwater management is a requirement under the existing policy. **Iris Drummond** – How many horses do you have as of now? **Heidi** - approximately 40 horses. **Iris Drummond** – When did you get your permit for an equestrian farm and how many horse do you expect to increase to? **Heidi** – I do not want to get anymore horses. **Iris Drummond** – Sometimes people who live around here don't realize that what is 40 horses today could increase to 70 later. What are the paddocks made of, just hard soil? **Heidi** – Our paddocks/ property is a clay base and all the paddocks have a good 8 inches of crusher dust on top of that and any areas that were low at first were brought up with gravel. **Iris Drummond** – The animals and a quality style of life for them is important. **Heidi** – There have been up to 50 horses on the property. **Iris Drummond** – Do you have a rodent issue? **Heidi** – No,

Tracey Hefluier, 1251 Lucasville Rd – In Favor.

Walter Regan, Sackville Rivers Association, Sackville – Is it possible to have the manure stored inside with the roof to reduce rain infiltration? Is it possible to install water quality monitoring.

Councillor Johns - made closing comments.

3. Closing Comments

Mr. Vipond, thanked everyone for coming and expressing their comments.

4. Adjournment

The meeting adjourned at approximately 7:52 p.m.

Attachment D – Legislative Authority

Development Agreements By Community Council

The *Community Council Administrative Order*, subsection 3 (1) “Subject to subsection (3) of this section, sections 29, 30 and 31 of the *Halifax Regional Municipality Charter* apply to each Community Council.”

Halifax Regional Municipality Charter (“HRM Charter”),

Development agreements by community councils

31 (1) This Section applies to a community council if the Council so provides in the policy establishing the community council.

(2) Where a municipal planning strategy of the Municipality provides for development by agreement, the community council stands in the place and stead of the Council and Part VIII applies with all necessary changes.

(3) A development agreement, or amendment to a development agreement, entered into by a community council must be signed by the Mayor and the Clerk on behalf of the Municipality.

(4) Where a development agreement entered into by a community council purports to commit the Municipality to an expenditure, the commitment has no force or effect until approved by the Council. 2008, c. 39, s. 31.

HRM Charter, Part VIII, Planning and Development, including:

Development agreements

240 (1) The Council may consider development by development agreement where a municipal planning strategy identifies

- (a) the developments that are subject to a development agreement;
- (b) the area or areas where the developments may be located; and
- (c) the matters that the Council must consider prior to the approval of a development agreement.

(2) The land-use by-law must identify the developments to be considered by development agreement. 2008, c. 39, s. 240.

Content of development agreements

242 (1) A development agreement may contain terms with respect to

- (a) matters that a land-use by-law may contain;
- (b) hours of operation;
- (c) maintenance of the development;
- (d) easements for the construction, maintenance or improvement of watercourses, ditches, land drainage works, stormwater systems, wastewater facilities, water systems and other utilities;
- (e) grading or alteration in elevation or contour of the land and provision for the disposal of storm and surface water;
- (f) the construction, in whole or in part, of a stormwater system, wastewater facilities and water system;
- (g) the subdivision of land;
- (h) security or performance bonding.

(2) A development agreement may include plans or maps.

(3) A development agreement may

- (a) identify matters that are not substantive or, alternatively, identify matters that are substantive;
- (b) identify whether the variance provisions are to apply to the development agreement;
- (c) provide for the time when and conditions under which the development agreement may be discharged with or without the concurrence of the property owner;
- (d) provide that upon the completion of the development or phases of the development, the development agreement, or portions of it, may be discharged by the Council;

Attachment D – Legislative Authority

(e) provide that, where the development does not commence or is not completed within the time specified in the development agreement, the development agreement or portions of it may be discharged by the Council without the concurrence of the property owner. 2008, c. 39, s. 242.

Requirements for effective development agreement

243 (1) A development agreement must not be entered into until

(a) the appeal period has elapsed and no appeal has been commenced; or

(b) all appeals have been abandoned or disposed of or the development agreement has been affirmed by the Board.

(2) The Council may stipulate that a development agreement must be signed by the property owner within a specified period of time.

(3) A development agreement does not come into effect until

(a) the appeal period has elapsed and no appeal has been commenced or all appeals have been abandoned or disposed of or the development agreement has been affirmed by the Board;

(b) the development agreement is signed by the property owner, within the specified period of time, if any, and the Municipality; and

(c) the development agreement is filed by the Municipality in the registry.

(4) The Clerk shall file every development agreement, amendment to a development agreement and discharge of a development agreement in the registry. 2008, c. 39, s. 243.