

HALIFAX

P.O. Box 1749
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Item No. 6.1.1

Harbour East - Marine Drive Community Council
September 8, 2016

October 11, 2016

TO: Chair and Members of Harbour East - Marine Drive Community Council

SUBMITTED BY: Original Signed
Bob Bjerke, Chief Planner and Director of Planning and Development

DATE: August 25, 2016

SUBJECT: Case 18932: Multiple Unit Development Agreement, Brian Dickie Drive, Musquodoboit Harbour

ORIGIN

Application by EDM Environmental Design and Management Ltd

LEGISLATIVE AUTHORITY

Halifax Regional Municipality Charter (Halifax Charter), Part VIII, Planning & Development

RECOMMENDATION

It is recommended that Harbour East - Marine Drive Community Council:

1. Give Notice of Motion to consider the proposed development agreement, as set out in Attachment A of this report, to permit 42 townhouse style units on Brian Dickie Drive, Musquodoboit Harbour and schedule a Public Hearing;
2. Approve the proposed development agreement in substantially the same form as set out in Attachment A of this report: and
3. Require the agreement be signed by the property owner within 120 days, or any extension therefore 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

EDM Environmental Design and Management Ltd. has submitted an application for a development agreement to permit 42 townhouse style units in a series of clustered configurations on lands fronting Brian Dickie Drive in Musquodoboit Harbour (Maps 1 and 2). The application has been made subject to the provisions of the Eastern Shore (West) Municipal Planning Strategy (MPS). To enable the development Harbour East - Marine Drive Community Council must approve the proposed development agreement (Attachment A).

Subject Site	Brian Dickie Drive, Musquodoboit Harbour (PID 40714578)
Location	Brian Dickie Drive north of Highway 7 in Musquodoboit Harbour (Maps 1 and 2)
Regional Plan Designation	Rural Commuter (<i>within a Rural Commuter District Growth Center</i>)
Community Plan Designation (Map 1)	Mixed Use Designation – Eastern Shore (West) Municipal Planning Strategy
Zoning (Map 2)	Mixed Use (MU) Eastern Shore (West) Land Use By-law
Size of Site	8.9 hectares (22.2 acres)
Street Frontage	31.5 metres (103.35 ft.) along Hwy #7
Current Land Use(s)	Undeveloped
Surrounding Use(s)	NSTIR Crown Reserve to the north, Cobblestone Land to the east, MNR Public Trail system to the south and a NSTIR Crown Reserve to the west

Proposal Details

The applicant is proposing a multiple unit residential development (in townhouse form) (Schedule B, Attachment A) on lands in Musquodoboit Harbour. The proposal is for up to 42 dwelling units with shared wells and on-site sewage treatment facilities located on a common shared private driveways off a public road (Brian Dickie Drive via Highway #7). Features of the proposed development include:

- Up to 42 clustered townhouse dwelling units, 23 in the first phase and 19 in the second (dependent on water quantity and quality) (Schedule B, Attachment A);
- Upgrade existing private road to a public road standard to permit private driveway accesses from the proposed development;
- Ownership of the development is proposed to be through condominium corporation;
- Wells and sewage treatment facilities will be shared between dwellings;
- Common open space for passive recreation use; and
- Future access to community trails.

The subject lands are within the Musquodoboit Harbour Rural Growth Center (RMPS, 2006). In 2007, a Community Vision was completed identifying key priorities as follows:

- Support a range of housing options that promote aging in place;
- Expand opportunities for outdoor recreation;
- Preserve and expands public access to common open spaces; and,
- Improve the quality and connection of local road systems.

MPS and LUB Context

The application is being considered under the Policies MU-3 and IM-10 of the Eastern Shore (West) MPS (Attachment B). MPS policies set out the criteria by which Council may consider a multiple unit residential development (Attachment B). Within the Eastern Shore (West) Land Use By-law Multiple Dwelling Units are defined as only having three or more units. There is currently no definition for Townhouses. Accordingly, multiple dwelling units have been defined as three or more units that are vertically separated under the proposed development agreement.

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 December 5, 2013 (see Attachment C for minutes). It should be noted that a supplemental groundwater study was required to establish the appropriate limits of development and this analysis occurred over a period of time (see section on Hydrogeological Assessment). Notices of the Public Information Meeting were 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 Harbour East - Marine Drive Community Council before they may consider approval of a 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 and property owners on Brian Dickie Drive and Cobblestone Lane.

DISCUSSION

Staff has reviewed the proposal relative to all relevant policies and advise that it is consistent with the intent of the Eastern Shore West MPS with specific reference to stated MPS priorities as follows:

- The scale of development;
- Transportation, access and egress;
- Site servicing; and
- The protection of the natural environment.

Attachment B provides an evaluation of the proposed development agreement in relation to the relevant MPS policies. Further, in keeping with RMPS policies for Open Space Design Development the following principles were also taken into consideration:

- Minimizing the overall disturbance to the site;
- Retaining important ecological and cultural features;
- Demonstrating sufficiency the groundwater source for the proposed use; and,
- Establishing conditions for an increase in unit density to service rural growth centres.

Proposed Development

The proposal is to provide multiple unit townhouses in a clustered format on private driveways with shared services such as wells, septic systems and driveways. The MPS does not establish a density limit however the site is within a Rural Growth Center as identified in the Regional Municipal Planning Strategy (2006). Land use densities established in the RMPS deemed appropriate for this Centre are in the range of low to medium residential density. Further, the proposed density is also based on potable water availability.

It should be noted that a Community Vision (2007) for the Musquodoboit Harbour Rural Growth Center has been completed. The development proposal meets the intent of the completed the vision and action plan as follows:

- supports a range of housing options that promote aging in place through clustered dense development that maximizes connective open space for passive outdoor recreation;
- expands opportunities for additional outdoor recreation by providing a trail connection to the Musquodoboit Harbour Rail Trail;
- preserves and expands public access through the parkland dedication of a future trailhead for public access to the Musquodoboit Harbour Rail Trail; and,

- improves the quality and connection of local road systems by upgrading and dedicating a portion of a private road (Brian Dickie Drive) to a public standard.

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:

- Provisions enabling a maximum of 42 residential units in five blocks of townhouse buildings and accessory buildings;
- Architectural, signage, lighting and maximum building height requirements;
- Phasing;
- Parking, circulation and site access;
- Site, maintenance and waste facilities; and
- Options for non-substantive amendments by resolution of the Harbour East-Marine Drive Community Council.

The attached development agreement will permit the townhouse dwellings, 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:

Phasing/Hydrogeological Assessment

The proposal for up to 42 dwelling units (multiple dwelling units in a townhouse configuration) is to be developed in two phases. The first phase will be located west of Brian Dickie Drive off Highway #7 (Schedule B, Attachment A). The proposed development agreement permits up to 23 townhouse dwelling units in this phase by way of a driveway connection to Brian Dickie Drive. Brian Dickie Drive is currently a listed private road proposed to be upgraded and dedicated to HRM as a public street. Driveway connections east of the site will accommodate access for Phase 2 and a further 19 units subject to potable water availability.

The requirement for a hydrogeological study to assess the ability of lands to supply adequate potable water was first established in the 2006 RMPS. Since the local MPS also requires that adequate potable water be supplied to the site (Attachment B) a hydrogeological assessment was required. The required Level 1 hydrogeological assessment was completed for the entire development and a Level 2 assessment only for Phase 1. The Level 2 assessment for Phase 1 indicated that 23 residential units may be accommodated on that portion of the subject property. The proposed development agreement allows for each dwelling unit to contain a maximum of two bedrooms.

The Level 1 assessment test wells revealed an adequate yield of water for the proposed number of units in the area of the site tested but raised some issues related to providing the maximum number of dwellings permitted overall. Therefore, to ensure there is adequate supply of groundwater throughout the development, the proposed development agreement requires a Supplemental Hydrogeological Analysis be prepared for Phase 2 prior to receiving approval for further development. Phase 1 shall be permitted to be developed independent of Phase 2.

Traffic Impacts

The lands of the proposed development are bisected by Brian Dickie Drive, a listed private road that is accessed off of Highway #7 in Musquodoboit Harbour. Brian Dickie Drive is proposed to be upgraded to public standard with a cul de sac at the northern most property boundary and then dedicated as a public street. The Traffic Impact Study submitted in support of the application concludes that the number of site generated trips on Brian Dickie Drive and ultimately to Highway #7 are low and are not expected to have any significant impact to the performance of Highway #7. Staff concurs with this summation and has accepted the study. Nova Scotia Transportation and Infrastructure Renewal (NSTIR) has reviewed the Traffic Impact Study and have indicated no concerns.

The common shared private driveways (Attachment A – Schedule B) within the site are to be designed to a standard in the proposed development agreement. Although the common shared private driveways are to be owned and maintained by the condominium corporation, the standard for the design of the driveways was established to ensure adequate travel width and support of emergency vehicles and HRM waste collection vehicles.

Open Space and Protection of Natural Features

Open space is proposed to be reserved for passive recreational uses. A portion of the proposed open space on this site is made up of wetland areas including a riparian and non-disturbance buffer for protection to the watercourse. The rest will be common open space within which no development will be permitted except for limited private trail development for access to the public trail system that lies immediately along the southern boundary as required by proposed development agreement.

Common Ownership/Shared Services

Ownership of this development will be through condominium corporations. A condominium can be applied to a townhouse development as has been contemplated through this proposal. Under the development agreement, individuals will own their individual units and will be responsible for their upkeep. The condominium corporation will be responsible for the maintenance of all other aspects of the development, including the common shared private driveways, water and waste water systems, common open space, and common accessory buildings.

It is important to note that the proposed development may receive Municipal collection of solid waste if the development can fulfill the requirements Solid Waste Resource Collection and Disposal By-Law (By-law S-600) for a condominium. If the development cannot meet the requirements of By-law S-600, the condominium corporation will be responsible for its own waste collection.

Building Development Standards

The proposed development agreement specifies minimum building setbacks for all dwellings from the lot boundary, common shared private driveways and separation and from other dwellings. The proposed agreement also contains development standards for accessory buildings to accommodate any groundwater and wastewater distribution and management storage needs.

On-Site Waste Water Treatment

Application to Nova Scotia Environment (NSE) for shared on-site sewage disposal systems' approval includes a pre-design evaluation, pre-design report and, if the application is deemed acceptable to proceed, detailed design documentation to NSE as required. The condominium corporation will assume management and operation of the proposed shared on-site wastewater treatment facilities.

Parkland Dedication

The proposed development will contain a mix of common open space, community space in the form of a 0.4 hectares (1 acre) public trailhead for access to the Musquodoboit Harbour Rail Trail. These lands have been dedicated to satisfy the requirement for future parkland dedication for subdivision under the Regional Subdivision By-law (as the development agreement will suffice as concept approval for future subdivision). In addition, future trail connections have been identified to serve condominium residents' needs. Staff advise that the intent of the parkland and connectivity policy criteria is adequately met by the proposed trails and common amenities.

Options for Non-Substantive Amendments

In the proposed Development Agreement options for non-substantive amendments are provided for as follows:

- The location of refuse containers and visitor parking;
- A reconfiguration of the phasing area boundaries provided the number of dwelling units in Phase 1 does not exceed 23;
- The granting of an extension to the date of commencement of construction; and,

- The granting of and extension of the e length of time for the completion of the development.

Conclusion

Staff have reviewed the proposal in terms of all relevant policy criteria and advise that the proposal is consistent with the intent of the MPS. In addition, the proposal is also meets the intent of the community vision completed in 2007 to provide housing for aging in place populations. Further, it also provides access to the Musquodoboit Harbour Rail Trail, by way of a public parkland dedication to create a future community Trail Head. Therefore, staff recommend that the Harbour East - Marine Drive Community Council approve the proposed development agreement.

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 recommendation associated with 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 development agreement are contained within the Discussion section of this report.

ENVIRONMENTAL IMPLICATIONS

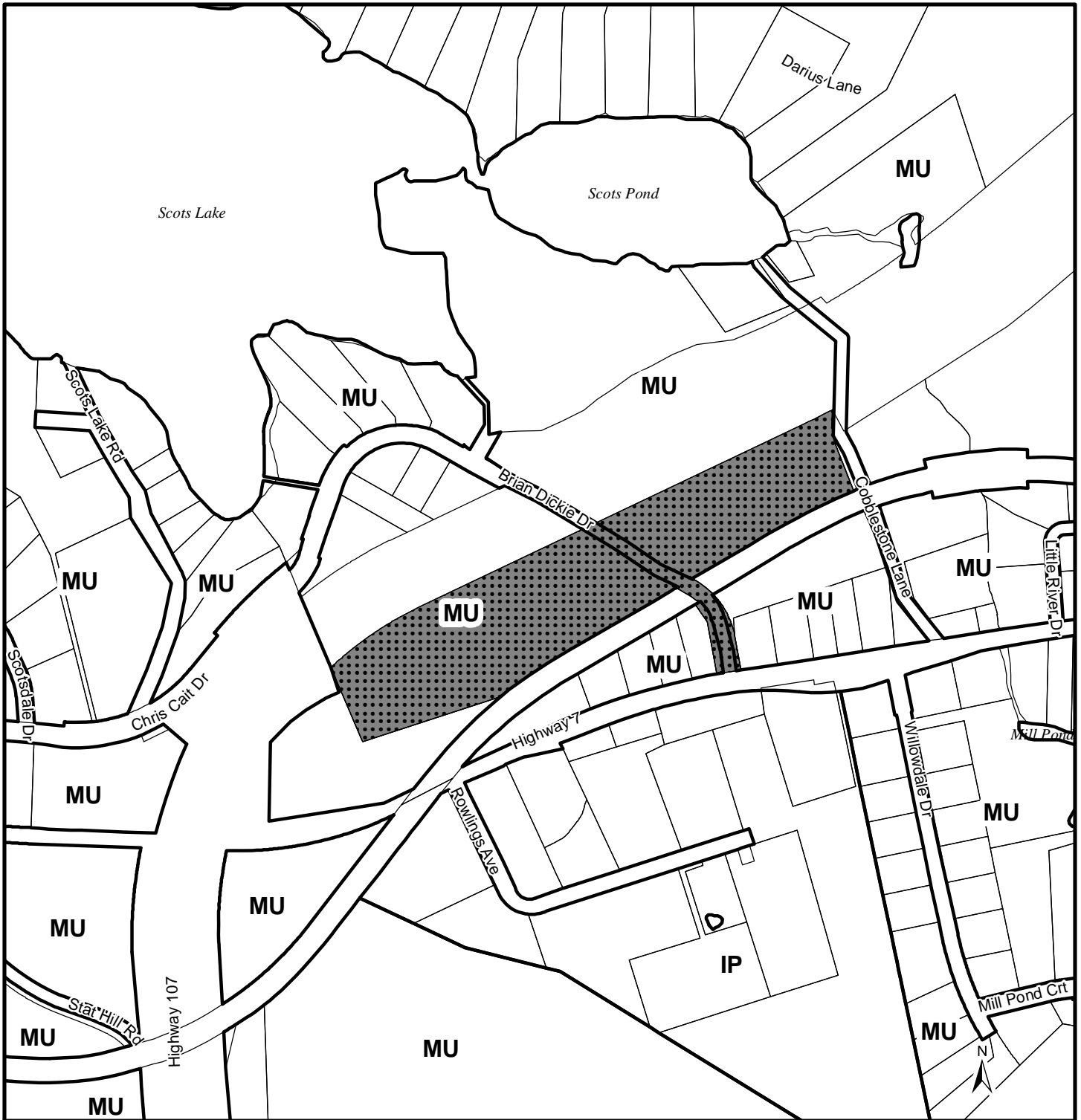
No additional concerns were identified beyond those raised in this report

ALTERNATIVES

1. Harbour East - Marine Drive 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. Harbour East - Marine Drive 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 Area
Attachment A	Proposed Development Agreement




Map 1 - Generalized Future Land Use

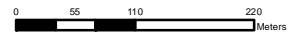
PID 40714578,
Musquodoboit Harbour

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Designation

- MU Mixed Use
- IP Industrial Park

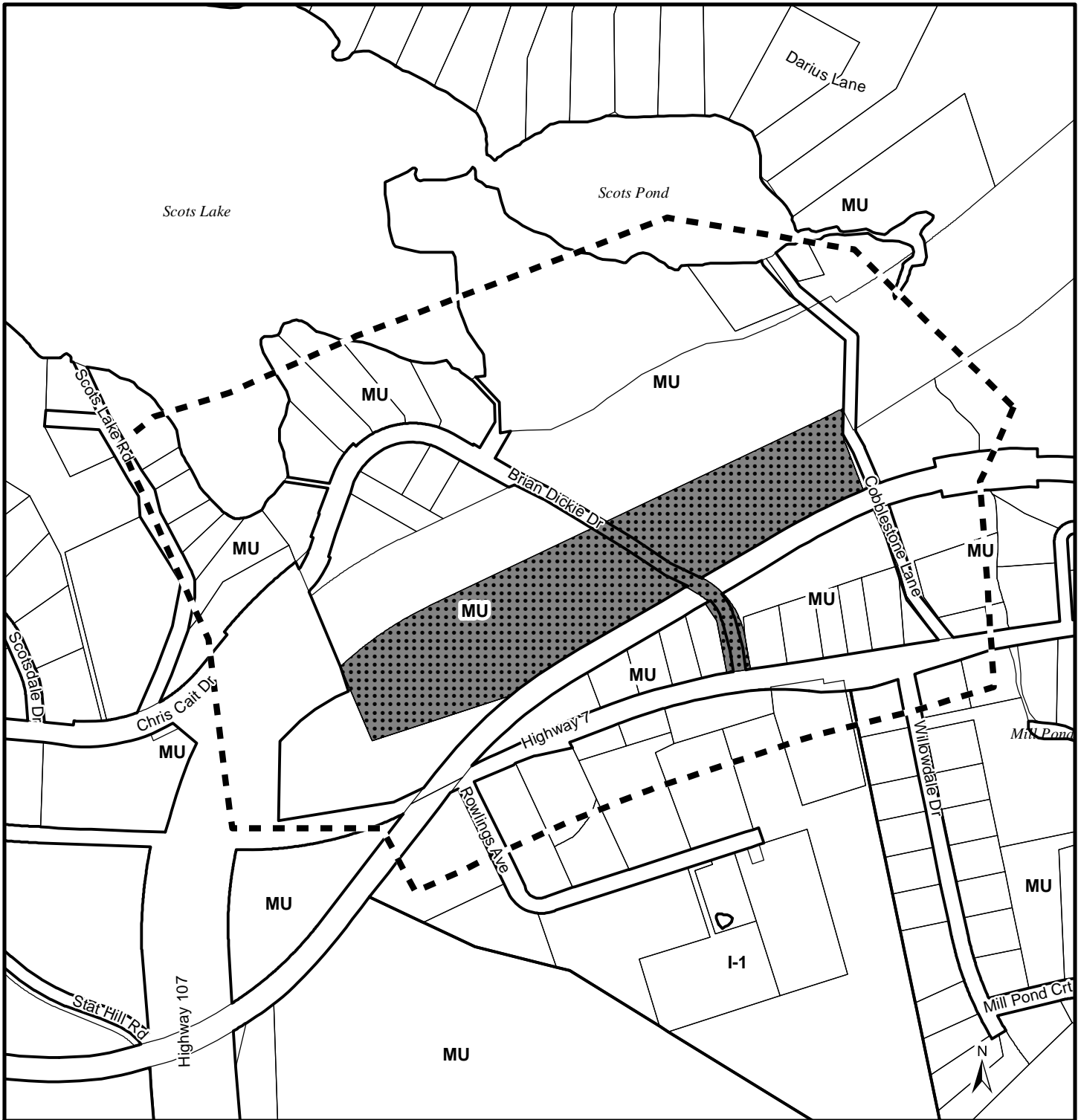
 Subject area



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

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


Eastern Shore (West)
Plan Area



Map 2 - Zoning and Notification

PID 40714578,
Musquodoboit Harbour


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 Subject Area

Zone

MU Mixed Use
I-1 Business Industry

0 55 110 220
Meters

 Area of Notification

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

Eastern Shore (West)
Plan Area

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

Attachment A:
Proposed Development Agreement

THIS AGREEMENT made this _____ day of **[Insert Month]**, 20___,

BETWEEN:

[Insert Name of Corporation/Business LTD.]
a body corporate, 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 on the west and east sides of Brian Dickie Drive of Musquodoboit Harbour, Nova Scotia, and which said lands are more particularly described in Schedule A hereto attached (hereinafter called the "Lands");

AND WHEREAS the Developer has requested that the Municipality enter into a Development Agreement to allow for up to forty two (42) dwelling units on the Lands, pursuant to the provisions of the *Halifax Regional Municipality Charter* and pursuant to Policy MU-3 of the Eastern Shore (West) Municipal Planning Strategy ;

AND WHEREAS the Harbour Easter –Marine Drive Community Council for the Municipality approved this request at a meeting held on **[Insert - Date]**, referenced as Municipal Case 18932;

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 Eastern Shore (West) 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. "Multiple Dwelling" means a dwelling of more than three units vertically separated.
- b. "Home Site Driveway" means a driveway providing access to a Home Site from the Common Shared Private Driveway.
- c. "Community Trails" mean privately owned and maintained trails internal to the subject lands intended to serve the needs of owners.
- d. "Common Shared Private Driveway" means a shared private driveway in the Developable Area which provides access from a Municipal or Provincial street or road to the Developable Area and individual Home Sites.

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, generally, conforms to the following Schedules attached to this Agreement and filed in the Halifax Regional Municipality as Case 18932:

Schedule A	Legal Description of the Lands
Schedule B	Concept Plan
Schedule C	Landscaping Plan
Schedule D	Phasing Plan
Schedule E	Concept Subdivision
Schedule F	Typical Elevations
Schedule G	Common Shared Private Driveway Standards

3.2 General Description of Land Use

3.2.1 The uses of the Lands permitted by this Agreement are the following:

- a. A maximum of forty-two (42) dwelling units, subject to the requirements of this Agreement;
- b. The permitted dwelling unit types shall be:
 - i. Multiple dwellings containing a maximum of two bedrooms each excluding lofts and dens.
- c. Home based business shall not be permitted on the lands except in accordance with section 3.8.10 of this Agreement.

3.3 Subdivision & Consolidation of the Lands

Subdivision shall be permitted on the Lands in accordance with Schedule E. Schedule E shall constitute the Concept Plan of Subdivision for the public street and HRM parkland. No further subdivision will be required on the lands except that which may occur through the Condominium Act.

3.4 Phasing

3.4.1 Development of the Lands shall be completed in two (2) consecutive phases, as shown on Schedule D. Phase 1 shall consist of up to twenty-three (23) dwellings units. Phase 2 shall contain up to nineteen (19) dwelling units.

3.4.2 Development Permits for site work for Phase 2 shall not be granted until development of the previous phase has been completed. Development of each phase will be considered complete when 50% of the total permitted number of dwelling units in the phase are built and have received Occupancy Permits.

3.4.3 Further to Section 3.4.2, site work required for the supplementary Hydrogeological Assessment for the second phase as required by Section 3.6 shall include a detailed monitoring program of existing wells in the previous phase of the development (minimum of 2 wells in the previous phase, where the wells are spread out and located in different sections of the previous phase). The scope of this work must be adequate for a qualified Hydrogeologist to determine whether existing well use indicates that long term withdrawals of groundwater in the previous phase will be sustainable. Indications of sustainability include, but are not limited to: reports of shortages or interruptions to the supply, changes in water quality or quantity over time, and well performance during dry and peak use periods. If the well survey indicates that sustainability of existing wells may be in question, the supplementary Hydrogeological Assessment for the second phase shall include a re-assessment of the sustainable yield for Phases 1 and 2 combined.

3.5 Requirements Prior to Permit Approvals for any Phase

3.5.1 Prior to the commencement of any site clearing or tree removal for the construction of the Common Shared Private Driveway and beyond, which is required to carry out these provisions, or construction on the Lands associated with any Phase, the Developer shall:

- a. Provide a detailed design of the Common Shared Private Driveway, in accordance with this Agreement and with the standards of the National Building Code.
- b. Provide a detailed Site Disturbance Plan, in accordance with this Agreement.

3.5.2 In addition to the requirements of the Municipality, an application for the first Development Permit for a dwelling unit in any phase shall also include:

- a. Nova Scotia Environment approval of the on-site sewage treatment systems in accordance with this Agreement;
- b. Nova Scotia Environment approval of the on-site water distribution systems in accordance with this Agreement; and,
- c. Site plans prepared and endorsed by a Professional Engineer that show the following:
 - i. Dwelling footprints, the location of all other structures, including setbacks from adjacent property lines, the Common Shared Private Driveways, and all other structures;
 - ii. The Common Shared Private Driveway that shall be designed by a Professional Engineer in accordance with the National Building Code for access route design and this Agreement;
 - iii. The location and size of the wells and wastewater systems, including wastewater system types;
 - iv. the proposed location and size of all paved areas; and
 - v. any watercourse setbacks and buffers.

3.5.3 Prior to issuance of a Development Permit for any dwelling unit the rural local public road must be constructed and accepted by the municipality.

- 3.5.4 At the time of the issuance of the first Occupancy Permit within any phase, the Developer shall provide the necessary inspections and acceptance of work completed to the Development Officer, including but not limited to:
- a. A Certificate of Construction Compliance from a Professional Engineer for the Common Shared Private Driveways in accordance with this Agreement and as per Schedules B,C and D;
 - b. Certification from a qualified professional that the on-site sewage treatment systems comply with this Agreement;
 - c. Certification from a qualified professional that the on-site water distribution system complies with this Agreement;
 - d. Certification from a Professional Engineer indicating that the Developer has complied with the Erosion and Sedimentation Control Plan required pursuant to this Agreement; and
 - e. Certification from a Professional Engineer indicating that the Developer has complied with the Site Grading and Stormwater Management Plan required pursuant to this Agreement; and,
 - f. Construction of the necessary services, including but not limited to the Common Shared Private Driveway, on-site sewage treatment system and on-site water distribution system, in accordance with this Agreement. Timing of infrastructure shall be governed by the Condominium Act.
- 3.5.5 Notwithstanding any other provision of the Agreement, the Developer shall not occupy a dwelling or use the Lands for any 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, the Land Use By-law and the Subdivision By-law (except to the extent that the provisions of the Land Use By-law and Subdivision 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

3.6 Requirements Prior to Permit Approvals for Phase 2

- 3.6.1 In addition to the phasing requirements of this Agreement, prior to the commencement of any site clearing or tree removal beyond that which is required to carry out these provisions or construction on the Lands associated with Phase 2, except for what is necessary for the supplementary Hydrogeological Assessment as required in this section, the Developer shall:
- a. Provide a supplementary Hydrogeological Assessment that determines water quality and quantity levels for the phase. Such testing and analysis shall meet the requirements of the Regional Subdivision By-law as amended from time to time. If analysis identifies insufficient quantity or quality in the local aquifer for the remaining dwellings, the number of permitted dwellings shall be reduced to a point where there is adequate groundwater. In order to carry out the Supplementary Hydrogeological Assessment, the Developer is permitted to clear only one pathway which shall not exceed 3 meters (9.84 feet) in width; and
 - b. The supplementary hydrological assessment shall also consider if there is sufficient capacity to service any common community accessory building, if serviced.

3.7 Home Site Driveways

- 3.7.1 Each Home Site shall include a Home Site Driveway with a maximum width of 6.1 meters (20 feet).

3.8 Siting and Architectural Requirements - All Phases

- 3.8.1 Variances may be permitted to setbacks and separation distance between main dwelling and accessory building or main dwelling and Common Shared Private Driveway or accessory building and Common Shared Private Driveway;
- 3.8.2 Notwithstanding the Land Use By-law for Eastern Shore (West), as amended from time to time, more than one dwelling is permitted on the Lands in accordance with this Agreement.
- 3.8.3 Nothing in this Agreement shall exempt the Lands from the requirements of the Land Use By-law for Eastern Shore (West) concerning watercourse setbacks and buffers as amended from time to time.
- 3.8.4 The main entrances to buildings shall be emphasized by detailing, changes in materials, and other architectural devices or an acceptable equivalent approved by the Development Officer.
- 3.8.5 All façades shall be designed and detailed as primary façades. Further, architectural treatment shall be continued around all sides of the building as identified on the Schedules.
- 3.8.6 Exterior building materials shall be in accordance with the Schedules or an acceptable equivalent approved by the Development Officer.

Dwelling Units:

- 3.8.7 Dwelling units shall be located as generally illustrated on Schedules B, C and D and subject to the following requirements which serves to modify the Land Use By law:
 - a. The entrance of the garage shall not be located less than 6.1 meters (20 feet) from a street line;
 - b. No portion of a dwelling shall be located less than 4.6 meters (15 feet) from a Common Shared Private Driveway;
 - c. No portion of a dwelling shall be located less than 3.05 meters (10 feet) from the boundary of the Lands;
 - d. No portion of a dwelling, other than internal dividing walls of multiple-unit dwellings shall be located less than 4.8 metres (16 feet) from any other dwelling on the Lands; and,
 - e. The maximum height of a dwelling unit shall not exceed a height of 10.67 meters (35 feet). Height shall be measured as per the Eastern Shore (West) Land Use By-law.

Accessory Buildings and Structures:

- 3.8.8 Within the private amenity space as shown on Schedule C, each dwelling is permitted one accessory building or structure, subject to the following requirements:
 - a. No portion of the building or structure shall be located less than 6.1 meters (20 feet) from a Common Shared Private Driveway;
 - b. No portion of the building or structure shall be located less than the minimum separation distance prescribed by the Building Code, as amended from time to time, from any dwelling, other than the associated buildings or structures, on the Lands;
 - c. The maximum footprint of an accessory building or structure shall not exceed 55.74 square metres (600 square feet); and

- d. The maximum height of the building or structure shall be in accordance with the Eastern Shore (West) Land Use By-law.
- 3.8.9 Accessory buildings associated with groundwater and wastewater treatment and management in all phases shall be limited to two (2) buildings, subject to the following requirements:
- a. The footprint of each building shall not exceed 92.9 square meters (1000 square feet);
 - b. No portion of the building or structure shall be located less than 6.1 meters (20 feet) from a Common Shared Private Driveway;
 - c. No portion of the building or structure shall be located less than 3.05 meters (10 feet) from the boundary of the Lands;
 - d. No portion of the building or structure shall be located less than 12.19 meters (40 feet) from any dwelling on the Lands;
 - e. No portion of the building or structure shall be located within the existing wooded areas as shown on Schedule C; and,
 - f. The maximum height of the building or structure shall not exceed 6.1 meters (20 feet). Height shall be measured as per the Eastern Shore(West) Land Use Bylaw; and
- 3.8.10 Home Business uses shall be limited to home office and personal care services and are subject to the following provisions:
- a. Any dwelling and accessory building which is used for such purposes shall be the principal residence of the operator of the business;
 - b. No more than twenty-five (25) per cent of the gross floor area of any dwelling shall be devoted to any business use;
 - c. No open storage or outdoor display shall be permitted; and
 - d. No more than one (1) sign shall be permitted for any business and no such sign shall exceed .37 square metres (four (4) square feet) in area.

3.9 Common Shared Private Driveway, Access, Parking Requirements and Screening

- 3.9.1 Access to the home sites shall be off a Common Shared Private Driveway, as generally shown on the attached Schedules. Common Shared Private Driveway names are subject to the requirements of the *Civic Addressing By-law*.
- 3.9.2 The Developer is responsible for the placement and maintenance of driveway name signage in accordance with the *Civic Addressing By-law* (By-law C-300).
- 3.9.3 All Common Shared Private Driveways shall be designed by a Professional Engineer as per this Agreement. The Common Shared Private Driveways shall comply with requirements set out in Schedule B, C and D of this Agreement.
- 3.9.4 All Common Shared Private Driveways and structures shall be located a minimum of 10 metres (32.81 feet) from the northernmost boundary adjacent to the NSTIR Reserve.
- 3.9.5 Parking spaces shall be provided as shown on the Schedules and as follows:

- a. Each dwelling shall include at least two parking spaces at least 2.74 meters (9 feet) wide and said parking spaces may be included within the home site driveway and the garage serving the unit.
 - b. In Phase 1, a minimum of 12 visitor parking spaces shall be provided, including 1 barrier free space, as generally shown on Schedule C
 - i. Notwithstanding the aforementioned visitor parking may be relocated on the Common Shared Private Driveway subject to the approval of the Development Officer.
 - c. In Phase 2, a minimum of 9 visitor parking spaces shall be provided, included 1 barrier free space, as generally shown on Schedule C.
 - i. Notwithstanding the aforementioned visitor parking may be relocated on the Common Shared Private Driveway subject to the approval of the Development Officer.
- 3.9.6 Refuse containers located outside the building shall be fully screened from adjacent properties and from streets by means of opaque fencing or masonry walls with suitable landscaping.
- i. Notwithstanding the aforementioned refused container may be relocated subject to the approval of the Development Officer.

3.10 Landscaping

- 3.10.1 All plant material shall conform to the *Canadian Nursery Trades Association Metric Guide Specifications and Standards*, as amended from time to time.
- 3.10.2 All disturbed areas shall be re-graded and stabilized with suitable materials as per the direction of the Development Officer.
- a. Non-disturbance areas shall be identified on Schedule C,
 - b. During construction all non-disturbance areas shall be delineated with a snow fence.
- 3.10.3 If trees are removed or tree habitat is damaged beyond repair in the Non disturbance Areas, the Developer or subsequent property owner, as the case may be, shall replace each tree removed or damaged as directed by the Development Officer, in consultation with the appropriate HRM Business Units. This section applies to trees removed without permission, as well as trees removed with permission as outlined in this Agreement.
- 3.10.4 Where the weather and time of year does not allow the completion of the outstanding landscape works at the time of issuance of the first Occupancy Permit, the Developer may supply the Municipality with a security deposit in the amount of 110 percent of the estimated cost to complete the landscaping. The cost estimate is to be prepared by a member in good standing of the Canadian Society of Landscape Architects. The security shall be in favour of the Municipality and shall be in the form of a certified cheque or automatically renewing, irrevocable letter of credit issued by a chartered bank. The security shall be returned to the Developer only upon completion of the work as described herein and illustrated on the Schedules, and as approved by the Development Officer. Should the Developer not complete the landscaping within twelve months of issuance of the Occupancy Permit, the Municipality may use the deposit to complete the landscaping as set out in this section of the Agreement. The Developer shall be responsible for all costs in this regard exceeding the deposit. The security deposit or unused portion of the security deposit shall be returned to the Developer upon completion of the work and its certification.

3.10.5 The Developer shall provide site trails as shown on Schedule C.

3.11 Park Dedication

3.11.1 The Developer shall convey to the Municipality the parkland as shown on Schedules C and E which will consist of a future community park/ trailhead with public access from Brian Dickie Drive.

3.11.2 Parkland and open space dedication shall substantially conform with the location, dimensions, site improvements and site preparation areas illustrated on Schedule C and E with the final adjustments to the configuration and grades of the site preparation areas to be determined by the Development Officer prior to construction. All parkland identified shall meet the Regional Subdivision By-law definition of "usable land" and HRM Parkland Quality of Land Criteria. The Development Officer may permit variations to each site configuration provided appropriate access and road frontage is maintained and the total area of land is not reduced. The parkland dedication shall include identified parkland and site development. All site development shall meet the requirements of the Municipality.

3.12 Signage

3.12.1 Signs shall be limited to those permitted under the Land Use By-law for Eastern Shore (West), as amended from time to time.

3.12.2 One (1) ground sign for civic addressing and community name shall be permitted, in conformance with the following requirements:

- a. The sign shall be permitted at the entrance to the Lands from Brian Dickie Drive as shown on Schedule C. The sign shall be located on the Lands and the specific location of such a sign is subject to approval by the Development Officer and Development Engineer;
- b. The height of the sign shall not exceed 4.6 meters (15 feet) inclusive of support structures;
- c. The face area of the sign shall not exceed 4.7 square meters (50 square feet);
- d. The face area of the sign shall be constructed of natural materials such as wood or stone;
- e. The supports of the sign shall be constructed of wood, stone or metal;
- f. Illumination of the sign shall include only down-pointing, full cut-off fixtures; and
- g. Ornamental plants shall be planted and maintained by the Developer around the base of the sign.

3.12.3 Signage for the Common Shared Private Driveway signs shall be permitted in accordance with this Agreement.

3.13 Outdoor Lighting

3.13.1 Lighting shall be directed to the Common Shared Private Driveways, parking areas, building entrances and walkways and shall be arranged so as to divert the light away from adjacent lots and adjacent buildings.

3.14 On-Site Sewage Treatment Systems

3.14.1 The Lands shall be serviced through privately owned and operated on-site sewage treatment systems. The Developer agrees to have a qualified professional prepare and submit to Nova Scotia Environment, and any other relevant agency, a design for any on-site private sewage system. A Development Permit for permitted dwellings shall not be issued until the Development Officer receives a copy of all permits, licences, and approvals required by Nova Scotia

Environment and other appropriate agencies respecting the design, installation and construction of the on-site water and sewage treatment systems.

- 3.14.2 The Developer shall provide written correspondence from a qualified professional that the on-site sewage treatment systems comply with this Section, at the time of issuance of an Occupancy Permit for any dwelling.

3.15 On-Site Water Distribution System

- 3.15.1 The Lands shall be serviced through privately owned and operated on-site water distribution systems. The Developer agrees to follow the recommendations of the Hydrogeological Analysis prepared for each Phase and those that require Supplemental Hydrogeological Analyses. The Developer agrees to have a qualified professional prepare and submit to Nova Scotia Environment, and any other relevant agency, the design of the on-site water distribution system.

- 3.15.2 The Developer agrees that each dwelling unit shall be equipped, where necessary, with the water treatment facilities to the specifications of Nova Scotia Environment.

- 3.15.3 The Developer shall provide written correspondence from a qualified professional that the on-site water distribution system complies with this Section, at the time of issuance of an Occupancy Permit for any dwelling.

3.16 Maintenance

- 3.16.1 The Developer shall maintain and keep in good repair all common portions of the Lands, including but not limited to, the exterior of all buildings, structures, fencing, walkways, recreational amenities, Home Site Driveways, Common Shared Private Driveways and parking areas, and the maintenance of all landscaping including the replacement of damaged or dead plant stock or trimming, and litter control, and snow and ice control.

- 3.16.2 The Municipality shall not be responsible for any aspects of maintenance of the Common Shared Private Driveways and the Home Site Driveways, and these private driveways shall not be taken over by the Municipality.

PART 4: STREETS AND MUNICIPAL SERVICES

4.1 Off-Site Disturbance

- 4.1.1 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 regulating Development Engineer.

PART 5: ENVIRONMENTAL PROTECTION MEASURES

5.1 Site Disturbance Plans, Erosion and Sedimentation Control Plans and Stormwater Management Plans

- 5.1.1 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 Site Disturbance Plan for each Phase, prepared by a Professional Engineer indicating the sequence and phasing of construction and the areas to be disturbed or undisturbed;
 - b. A detailed Erosion and Sedimentation Control Plan for each Phase 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;
 - c. A detailed Site Grading and Stormwater Management Plan for the Lands (including all Phases) 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; and
 - d. Further to 5.1.1 (c), the Site Grading and Storm Management Plan shall be reviewed and approved by NSTIR prior to the commencement of Phase 1. The Plan shall consider the full build-out (all phases) of the development, identify pre- and post-development drainage areas and storm flows for 10- and 100- year storms, consider all downstream NSTIR drainage infrastructure and demonstrate with sufficient detail that post-development storm flows balance existing, otherwise provide hydraulic analysis to demonstrate the existing system can accommodate increased storm flows without adverse effects.

PART 6: AMENDMENTS

6.1 Non-Substantive Amendments

- 6.1.1 The following items are considered by both parties to be not substantive and may be amended by resolution of Council:
- a. A reconfiguration of the Phasing areas provided the number of dwelling units in Phase 1 does not exceed 23;
 - a. notwithstanding the aforementioned Parkland shall be dedicated in Phase 1 in accordance with Schedule E;
 - b. The granting of an extension to the date of commencement of construction as identified in Section 7.3 of this Agreement; and
 - c. The length of time for the completion of the development as identified in Section 7.4 of this Agreement.

6.2 Substantive Amendments

Amendments to any matters not identified under Section 6.1 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 lots, the subsequent owners thereof shall observe and perform the terms and conditions of this Agreement to the extent applicable to the lots.

7.3 Commencement of Development

7.3.1 In the event that development on the Lands has not commenced within **three (3) years** from the date of registration of this Agreement at the Registry of Deeds or Land Registry Office, as indicated herein, the 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. For the purpose of this section, commencement of development shall mean Subdivision Design Approval for Phase 1.

7.3.2 For the purpose of this section, Council may consider granting an extension of the commencement of development time period through a resolution under Section 6.1 of this Agreement, if the Municipality receives a written request from the Developer at least sixty (60) calendar days prior to the expiry of the commencement of development time period.

7.4. Completion of Development

7.4.1 Upon the completion of the whole development, Council may review this Agreement, in whole or in part, and may:

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

7.4.2 In the event that development on the Lands has not been completed within **eight (8) years** from the date of registration of this Agreement at the Registry of Deeds or Land Registry Office, as indicated herein, the 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.

7.4.3 In the event that development on the Lands has not been completed within time period indicated in 7.4.2 the 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.

7.4.4 For the purpose of this section, completion of development shall mean the issuance of a

Development Permit the last dwelling of both Phases for the development.

- 7.4.5 For the purpose of this section, Council may consider granting an extension of the completion of development time period through a resolution under Section 6.1 of this Agreement, if the Municipality receives a written request from the Developer at least sixty (60) calendar days prior to the expiry of the completion of development time period.

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

- 8.2.1 If the Developer fails to observe or perform any condition of this Agreement after the Municipality has given the Developer thirty (30) 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 Registered Owner Name)

Witness

Per: _____

HALIFAX REGIONAL MUNICIPALITY

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

Witness

Per: _____

MAYOR

Witness

Per: _____

MUNICIPAL CLERK

Schedule A - Legal Description of Lands

ALL the remainder of that certain lot, piece and parcel of land situate at Musquodoboit Harbour, in the Halifax Regional Municipality, County of Halifax, Province of Nova Scotia shown as Lot 100AB of a Plan of Subdivision of Lots 6A and 100AB, Subdivision of Lands of William Brian Dickie and Robert Dickie, which was prepared by Garry S. Parker, N.S.L.S. on September 28, 1995 and approved by a Development Officer for the Halifax County Municipality on December 20, 1995, which Lot 100AB being more particularly bounded as follows:

BEGINNING at a fixed survey marker located at the southeasterly corner of land now or formerly owned by Stewart Rowlings;

THENCE in an easterly direction a distance of 593.73 feet to a fixed survey marker located to the northern boundary of the Right of Way now or formerly owned by the Canadian Government Railway;

THENCE in an easterly direction along the northern boundary of the aforementioned Canadian Government Railway Right of Way to a fixed survey marker located at the northwestern corner of Parcel B;

THENCE in a southeasterly direction along the northwestern boundary of the Parcel B through the land formerly owned by the Canadian Government Railway to a survey marker located on the Northwestern boundary of Parcel A;

THENCE in a southwesterly direction along the northeastern boundary of the said Parcel A a distance of 15.59 feet to a fixed survey marker located at the north eastern corner of Lot 5;

THENCE southeasterly along the northeastern boundary of the said Parcel A a distance of 84.7 feet to a fixed survey marker;

THENCE in a southerly direction along the eastern boundary of the said Lot 5 a distance of 216.07 feet to a fixed survey marker located on the northern boundary of Highway No. 7;

THENCE in an easterly direction along the northern boundary of Highway No. 7 to a fixed survey marker located at the southwesterly corner of Lot F;

THENCE in a northwesterly direction along the western boundary of Lot F for a distance of 139.03 feet to a survey marker;

THENCE in a northwesterly direction along the northeasterly boundary of Parcel A to a survey marker located on the southwesterly corner of the Canada Government Railway Right of Way;

THENCE in a northwesterly direction along the northeastern boundary of Parcel B to a survey marker located at the northwesterly corner of the Canadian Government Railway Right of Way;

THENCE in an easterly direction along the northern boundary of the Canadian Government Railway Right of Way for a distance of 520.42 feet to a fixed survey marker located on the western boundary of a road known as the Old Mill Road;

THENCE in a northerly direction along the westerly boundary of the said Old Mill Road to the northern boundary of a Nova Scotia Power Corporation Easement;

THENCE in a westerly direction along the northern boundary of the aforementioned Nova Scotia Power Corporation Easement to the eastern boundary of lands now or formerly owned by Stewart Rowlings;

THENCE in a southerly direction along the easterly boundary of lands now or formerly owned by Stewart Rowlings to the place of beginning.

Containing an area of approximately 22 acres.

Burden One

RESERVING to Nova Scotia Power Inc. (Formerly known as the Nova Scotia Power Corporation) a 100 foot wide Easement which abuts the northern boundary of the said Lot 100AB as more particularly described in an indenture recorded at the Registry of Deeds for the County of Halifax and province of Nova Scotia on March 28, 1967 in Book 2165 at Page 261 as document number 6004.;

Burden Two

Subject to a Right of Way to the owner(s) of Lot of the William Brian Dickie Subdivision as more particularly described in a Deed recorded at the Registry of Deeds of the County of Halifax on November 2, 2004 in Book 7948 at Page 462 as Document Number 76573238 ;

Burden Three

Subject to a Right of Way to the owner(s) of Lot of the William Brian Dickie Subdivision as more particularly described in a Deed recorded at the Registry of Deeds of the County of Halifax on July 2, 1993 in Book 5416 at Page 1158 as Document Number 25341 ;

Burden Four

Subject to a Right of Way to the owner(s) of Lot of the William Brian Dickie Subdivision as more particularly described in a Deed recorded at the Registry of Deeds of the County of Halifax on October 18, 1990 in Book 4993 at Page 331 as Document Number 52445;

Burden Five

Subject to a Right of Way to the owner(s) of Lot of the William Brian Dickie Subdivision as more particularly described in a Deed recorded at the Registry of Deeds of the County of Halifax on October 29, 1999 in Book 6474 at Page 247 as Document Number 36993;

Burden Six

Subject to a Right of Way to the owner(s) of Lot of the William Brian Dickie Subdivision as more particularly described in a Deed recorded at the Registry of Deeds of the County of Halifax on January 5, 1989 in Book 4686 at Page 216 as Document Number 738;

Burden Seven

Subject to a Right of Way to the owner(s) of Lot of the William Brian Dickie Subdivision as more particularly described in a Deed recorded at the Registry of Deeds of the County of Halifax on February 8, 2006 as Document Number 84295246;

Burden Eight

Subject to a Right of Way to the owner(s) of Lot of the William Brian Dickie Subdivision as more particularly described in a Deed recorded at the Registry of Deeds of the County of Halifax on July 9, 1990 in Book 4949 at page 801 as Document Number 36735;

Burden Nine

Subject to a Right of Way to the owner(s) of Lot of the William Brian Dickie Subdivision as more particularly described in a Deed recorded at the Registry of Deeds of the County of Halifax on August 14, 1989 in Book 4783 at Page 1260 as Document Number 43249;

Burden Ten

Subject to a Right of Way to the owner(s) of Lot of the William Brian Dickie Subdivision as more particularly described in a Deed recorded at the Registry of Deeds of the County of Halifax on November 2, 2009 in Book 7948 at Page 449 as Document Number 76573196;

Burden Eleven

SUBJECT TO the restrictive covenants as more particularly described in a deed recorded on May 20, 2004 in Book 7710 at Page 1034 as document number 75530635. .

Benefit One

RESERVING a Right of Way in favour of the Grantee herein being the owner of PID 40714578, his heirs and assigns in common with the Grantor herein, his heirs and assigns, and all other lot owners within the William Brian Dickie Subdivision and their heirs and assigns being the private roadway known as Brian Dickie Drive as described in a Deed recorded at the Registry of Deeds for the County of Halifax on May 20, 2004 in Book 7710 at Page 1034 as document number 75530635;

*** Municipal Government Act, Part IX Compliance ***

Exemption:








The parcel is exempted from subdivision approval under the Municipal Government Act because the parcel was created by a subdivision
Reason for exemption:

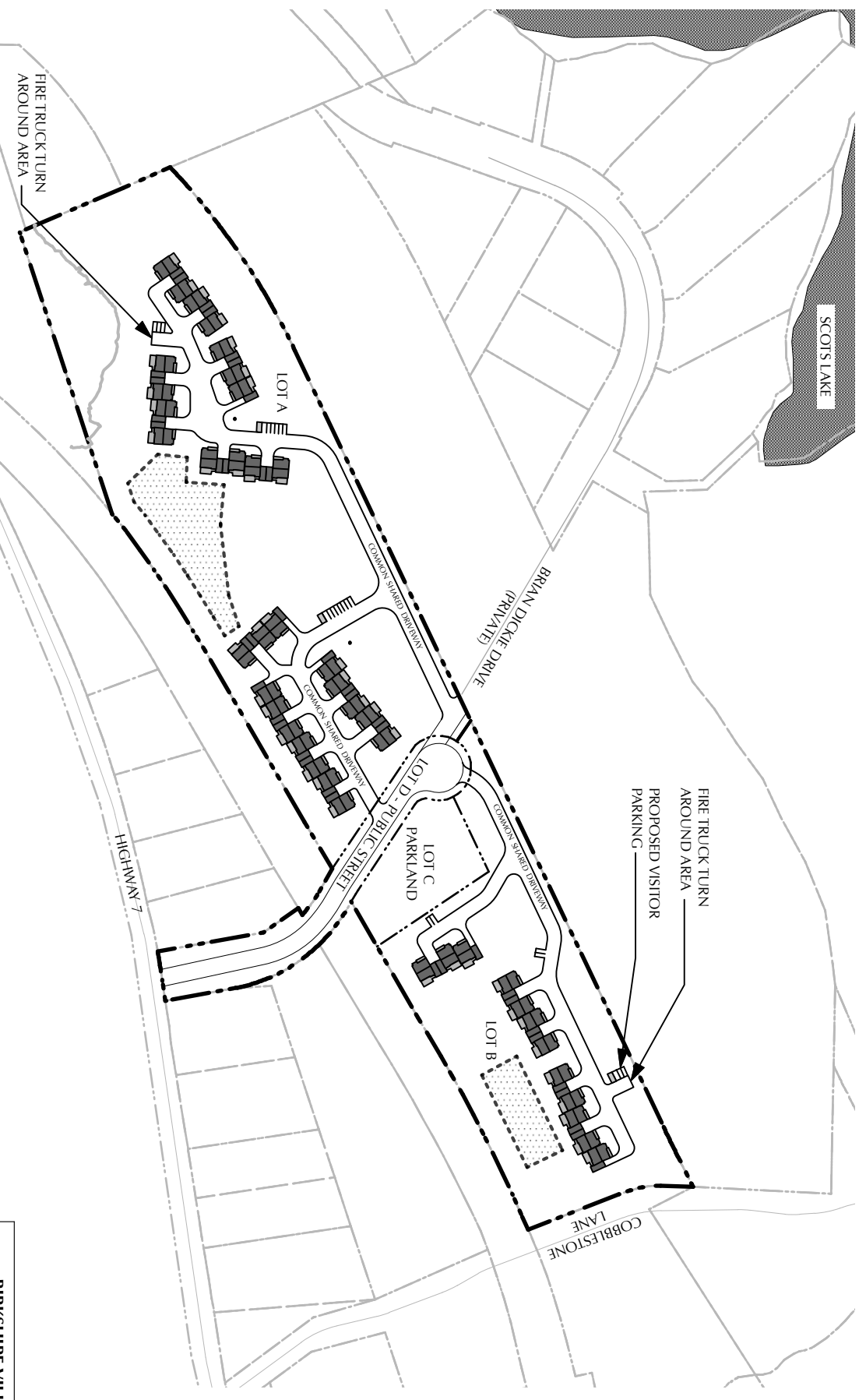
Clause 268(2)(b) resulting from an expropriation.

THIS PARCEL WAS CREATED BY THE EXPROPRIATION OF LANDS FOR THE CONSTRUCTION OF THE NEW HIGHWAY 107.

Case 18932 - Schedule B - Concept Plan

LEGEND

-  SUBJECT PROPERTY BOUNDARY
-  PROPOSED PROPERTY BOUNDARY
-  PROPOSED DRIVEWAY ACCESS
-  DELINEATED WETLAND
-  DRIP IRRIGATION AREA
-  PHASE 1 WELLS
-  POTENTIAL LOCATION OF DISPOSAL BINS



Date: **15-11-13**
 File name: **Birkshire Village_DA Schedules.vwx**

BIRKSHIRE VILLAGE DEVELOPMENT

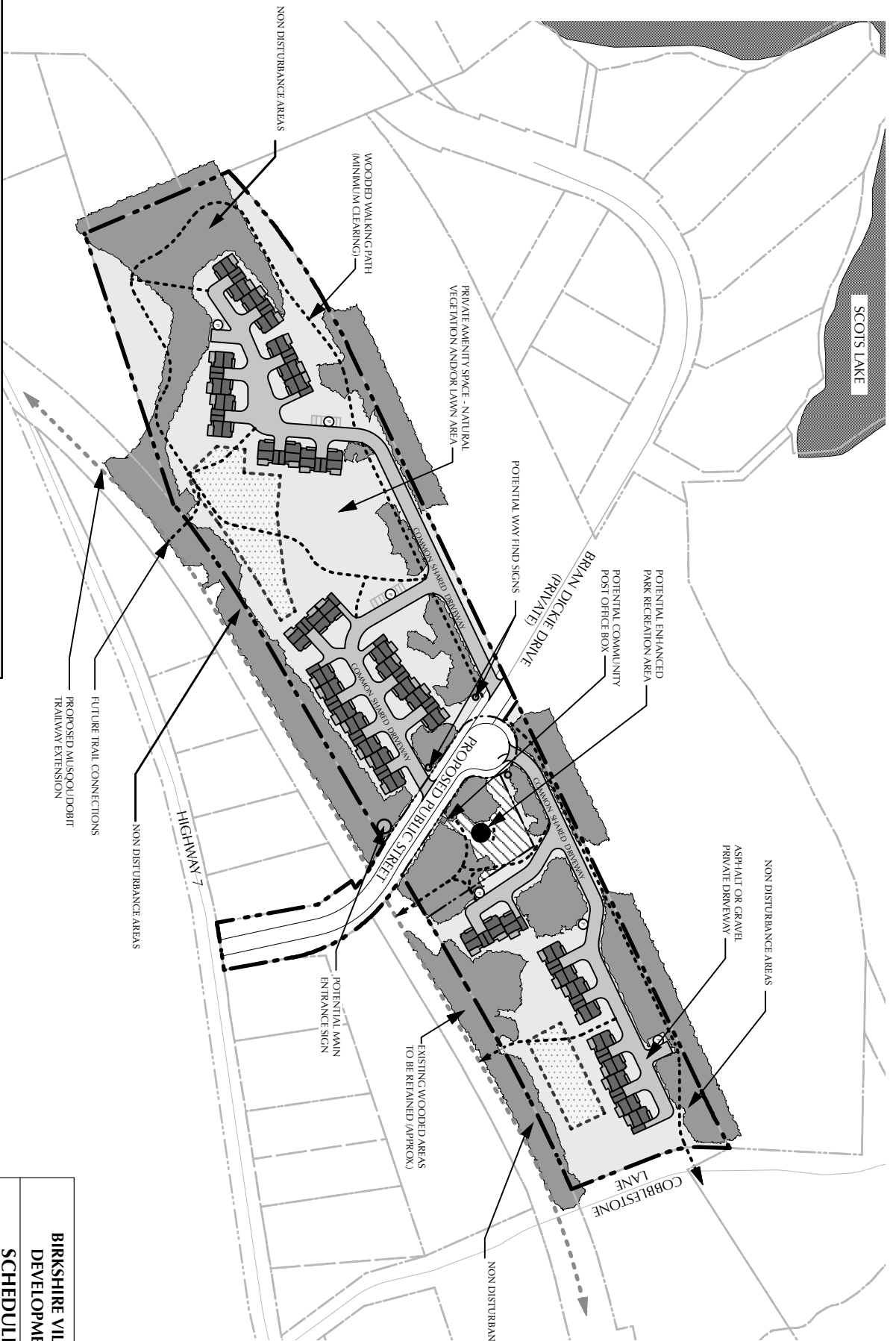
SCHEDULE B CONCEPT PLAN

Prepared for: _____ Prepared by: **EDM**
ENVIRONMENTAL DESIGN AND MANAGEMENT LIMITED

Date	15/08/13	Design	MN
Scale	1:5000	Drawn	JH
Revision Date	15/11/13	Approved	AV
Revision	B	Project No.	11-816

Case 18932 - Schedule C - Landscape Plan

LEGEND	
	SUBJECT PROPERTY BOUNDARY
	PROPOSED PROPERTY BOUNDARY
	PROPOSED DRIVEWAY ACCESS
	SITE TRAILS
	FUTURE MULTIUSE TRAILS
	DRIP IRRIGATION AREA
	PUBLIC NEIGHBOURHOOD PARK
	EXISTING WOODED AREAS TO BE RETAINED (APPROX.)
	ADDITIONAL VISITOR PARKING



Date: 15-11-20
 File name: Birkshire Village_DA Schedules.vwx

BIRKSHIRE VILLAGE DEVELOPMENT






SCHEDULE C PRELIMINARY LANDSCAPE PLAN

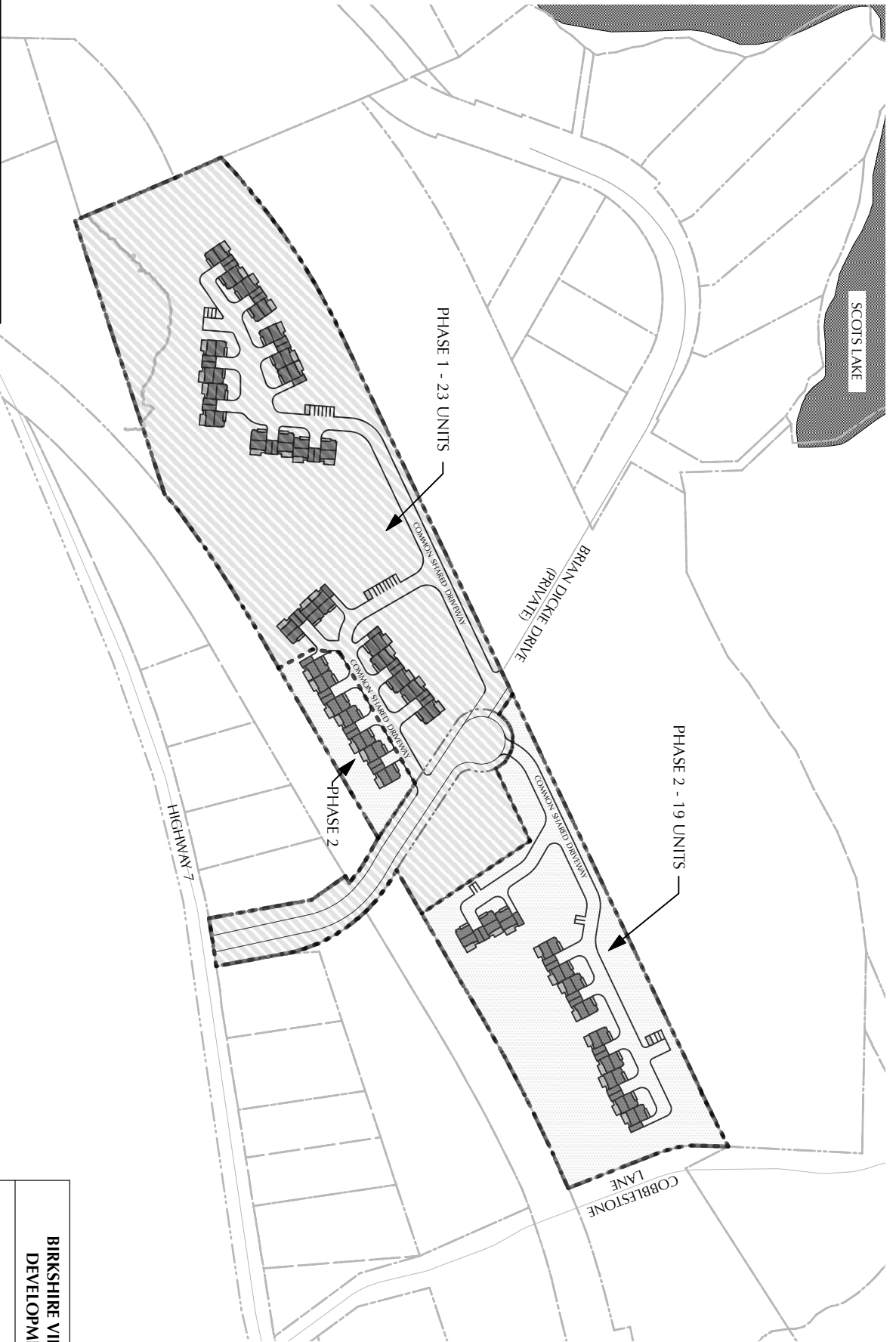
Prepared for:	Prepared by:
Date: 15/08/21	Design: MN
Scale: 1:5000	Drawn: JH
Revision Date: 15/11/13	Approved: MV
Revision: B	Project No: 11-816

EDM
 ENVIRONMENTAL DESIGN AND MANAGEMENT LIMITED



Case 18932 - Schedule D - Phasing Plan

LEGEND	
	SUBJECT PROPERTY BOUNDARY
	PROPOSED PROPERTY BOUNDARY
	PROPOSED DRIVEWAY ACCESS
	DELINEATED WETLANDS
	PROPOSED PHASING BOUNDARY

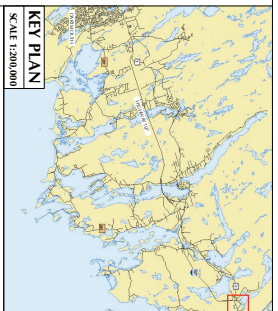
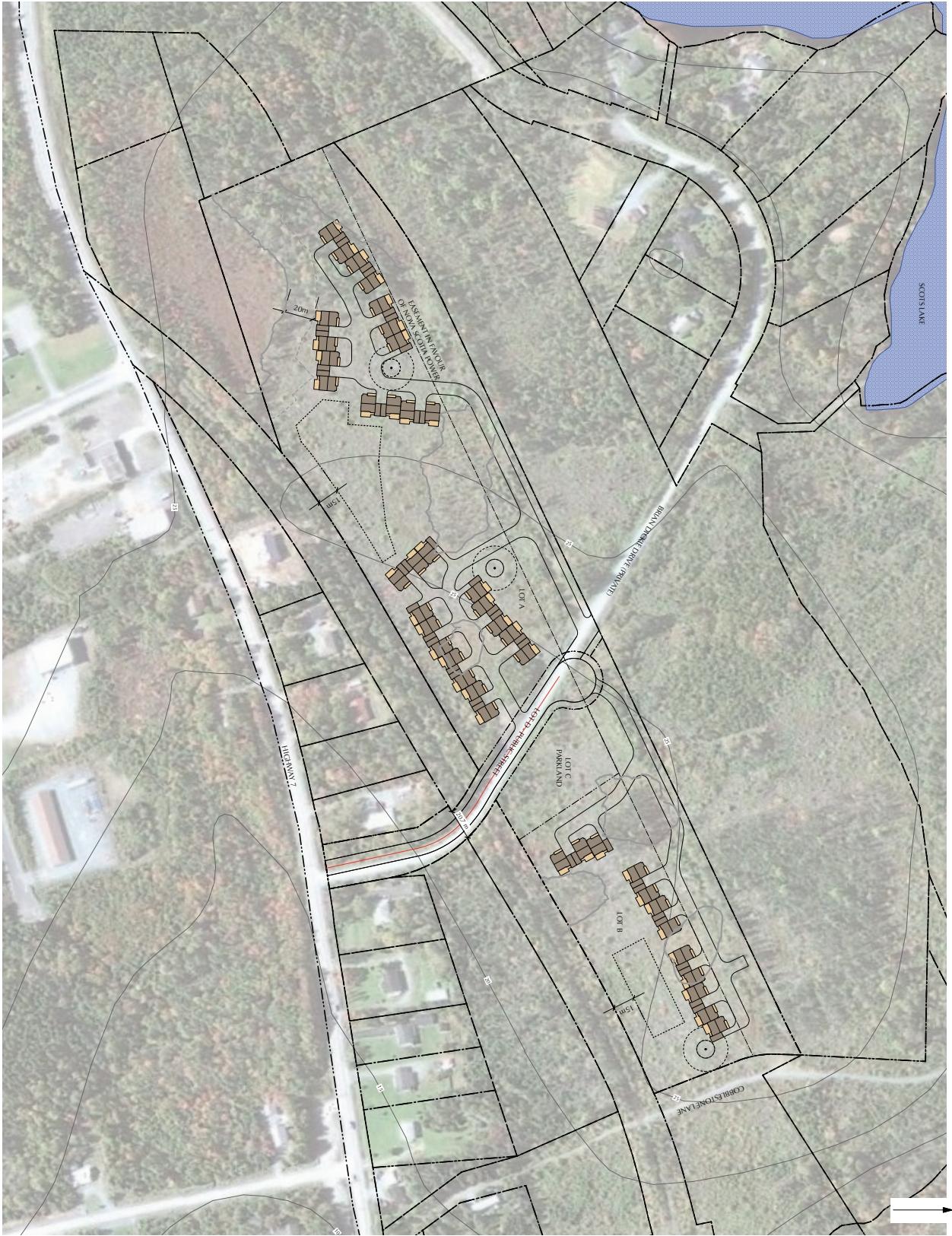


Date: 15-11-13
 File name: Birkshire Village_DA Schedules.vwx

BIRKSHIRE VILLAGE DEVELOPMENT	
SCHEDULE D PHASING PLAN	
Prepared for:	Prepared by:
Date: 15/08/13	Design: MN
Scale: 1:5000	Drawn: JH
Revision Date: 15/11/13	Approved: MV
Revision: B	Project No: 11-816



Case 18932 Schedule E – Concept Subdivision



KEY PLAN
SCALE 1:500,000

- LEGEND**
- EXISTING PROPERTY BOUNDARY
 - PROPOSED PROPERTY BOUNDARY
 - EXISTING EASEMENT
 - STREET CENTRLINE
 - DRIVEWAY ACCESS
 - DELIMITED VEGETATION
 - 20 METRE WATERCOURSE BUFFER
 - DMIP IRRIGATION FIELD
 - 5.0 METRE CONTOURS
 - WELL LOCATIONS

LOT	SITE AREAS	EXISTING	PROPOSED	CONVERSION	REMARKS
A	5.9	12	13.52	92	
B	5.9	12	13.52	92	
C	10	14.6	14.6	92	
D	10	14.6	14.6	92	

TOTAL # OF UNITS: 42
 TOTAL DRIVE AREA: 18.6 ACRES
 OVERALL DENSITY: 2.3 UNITS/ACRE

DISCLAIMER: PROPOSED PROPERTY LINES APPROXIMATE ONLY. SITES SUBJECT TO SURVEY.

Scale: 1:50,000
 Date: 18-05-2017
 Author: [Name]

EDM
 ENGINEERING DESIGN MANAGEMENT
 2893
 1000 UNIVERSITY AVENUE
 WILLOWDALE, ONTARIO M2H 1C7
 TEL: (416) 491-1100
 FAX: (416) 491-1101
 WWW.EDM-CANADA.COM

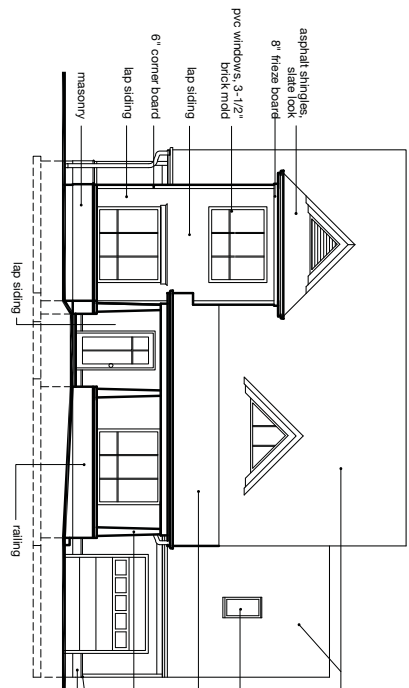
BIRRSURE VILLAGE
 PID: 407/14579

CONCEPT DEVELOPMENT AGREEMENT SITE PLAN

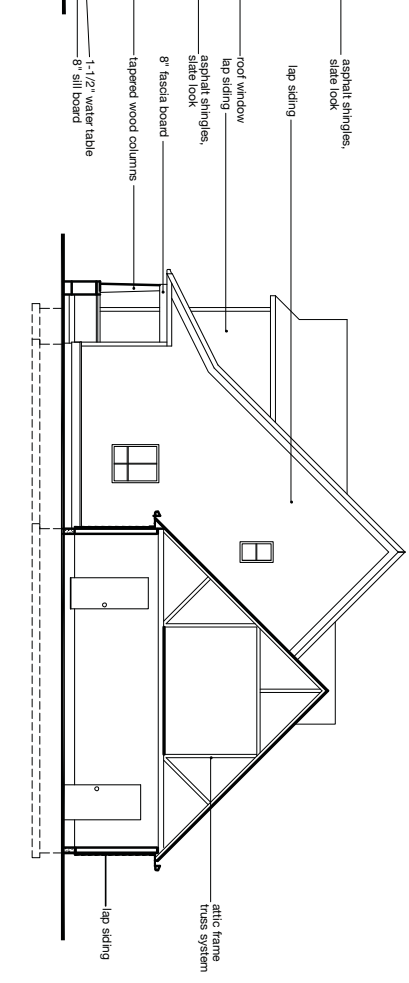
Date	Drawn	By	Project No.
2017-06-13	HI	HI	11486

Scale: **REDUCED**
 Approved: ANS
 Sheet: 1 OF 2

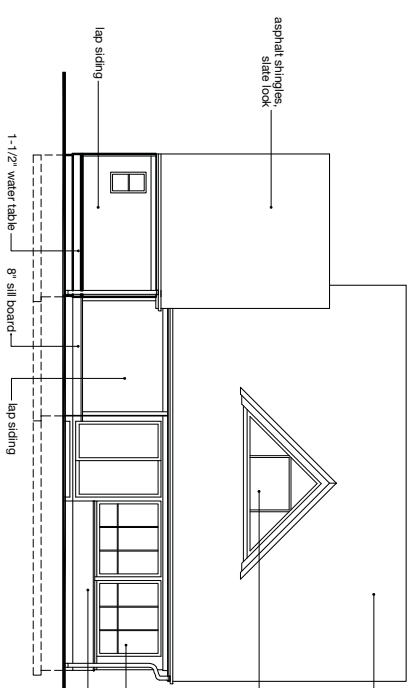
den / Jan 21, 2022, 9:29 / F:\Projects\2019\18932\typical\18932 - Elevations.dwg



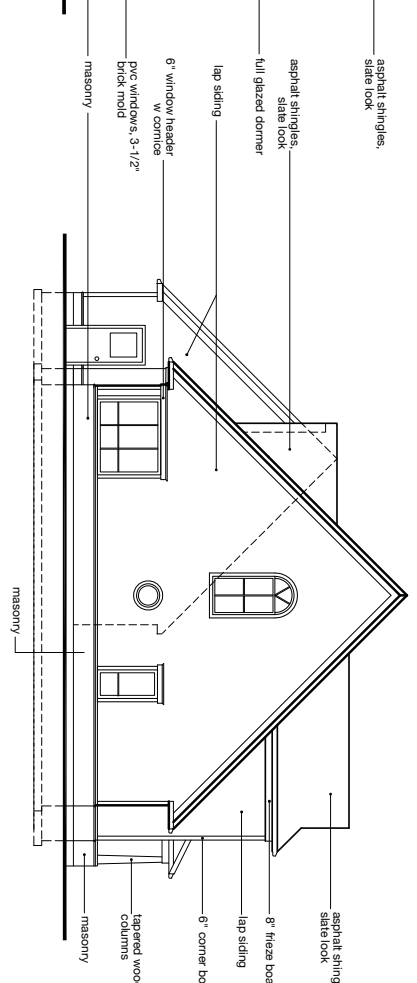
1 FRONT ELEVATION



3 RIGHT ELEVATION/SECTION



2 REAR ELEVATION



4 LEFT ELEVATION

**KASSNER
GOODSPEED**
ARCHITECTS
COURTNEY SAUL CORNWALL ST., JARVIS, N.S.
902-424-1537

NO.	DATE	REVISIONS	BY	CHKD.	APPROVED

REGISTERED MEMBER
ARCHITECTS OF NOVA SCOTIA
A.S. KASSNER
1006 - 10th Avenue
JARVIS, NS
902-424-1537
CHECKED
DATE APPROVED

PROJECT
**BIRKSHIRE
LINK HOMES**
MUSQUODOBOIT HARBOUR, NS

DRAWING
ELEVATIONS
SCALE
1/8" = 1'-0"
PLOT DATE
18 JAN 2022
PROJECT NO.
A-201

Schedule G: Common Shared Private Driveway Design Standards

Common Shared Private Driveways to be developed as part of the Development Agreement for the Lands and shall meet the following design standards.

1. All Common Shared Private Driveways shall have a minimum clear width of 6 metres (19.68 feet) as follows:
 - (a) Travel lanes shall be a minimum of 2 meters (6.56 feet) for each direction of travel and shall not include parking areas. Travel lanes shall be designed and constructed, complete with hard surface to adequately support the loads produced by all emergency vehicles.
 - (b) A minimum 1.0 meter (3.28 feet) clearance (shoulders) shall be provided on both sides of the travel lanes and shall be comprised of stable ground as agreed to by the HRM Development Engineer in consultation with HRM Fire Services. The stable ground shall be designed to adequately support all emergency vehicles that may utilize the area to support their necessary operations
2. All Common Shared Private Driveways shall be constructed so as to prevent the accumulation of water and ice on any section of the driveway. Where the driveway grades are less than 0.5 percent, the Common Shared Private Driveway shall be crowned in the center to prevent pooling of water in a travelled way. Swales shall be installed if required to prevent erosion of the shoulders.
3. Provisions for drainage systems, snow banks, utilities, and the like shall be provided and shall not be located within the required 9 meter (29.53 feet) Driveway.
4. At least 4.26 meters (14 feet) nominal vertical clearance shall be provided and maintained over the full width of the Common Shared Private Driveway.
5. Common Shared Private Driveways shall not have grades greater than 10% with no change in grade over 8% in 15 meters (49.21 feet) of travel distance.
6. All cul-de-sacs shall be constructed with a minimum radius of 13 meters (42.65 feet) to the edge of the hard surface and 15 meters (49.21 feet) to outside of shoulder.
7. All travel lane curves and turns at intersection, are to have a minimum 12 meter (39.37 feet) centreline travel radius. Curves and turns shall not reduce the clear width of the driveway.
8. The angle of approach and the angle of departure shall not exceed 8 degrees at any point of the driveway or its intersection with another driveway.
9. Sight distance shall be incorporated into the design of intersections.
10. If speed bumps are going to be constructed; acceptable warning signs shall be required.

Attachment B: Review of Relevant MPS Policies

MU-3 Notwithstanding Policy MU-2, it shall be the intention of Council to consider permitting multiple unit dwellings 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 the architectural design and scale of the building is compatible with nearby uses;	The surrounding land use is primary residential single unit. Multiple Dwelling Units are defined as having three or more units and in this instance the units are vertically separated (townhouse form) which is more in keeping with single unit dwellings than a typical multiple unit dwelling. Each unit will contain two bedrooms and is intended for single occupancy reflecting other residential uses in this area. In addition, the development requires that all buildings have at-grade access within buildings with heights that are no more than three storeys. These features are consistent with the residential development within this area.
(b) that adequate separation distances are maintained from low density residential developments and that landscaping measures are carried out to reduce the visual effects of the proposed use;	Adequate separation is provided from the perimeter of the site. Landscaping measures inclusive of retained planted buffers are provided for in the development agreement to reduce potential conflict within nearby land-uses.
(c) that open space and parking areas are adequate to meet the needs of residents;	The development is designed such that sufficient lands will be retained as open space. There are proposed trail connections to the trail system along the south property boundary. A minimum of two parking spaces per unit is adequate to meet individual parking needs. Visitor parking is also provided in each phase located off of the common shared driveways.
(d) the means by which solid and liquid wastes will be treated;	Communal septic systems are proposed. The development is contingent upon meeting all Provincial regulations for shared on-site sewage treatment.
(e) the impact of the proposed use on traffic volume and the local road network, and the adequacy of sighting distances from the entrance and exit of the site; and	The Traffic Impact Study submitted in support of the application concludes that the number of site generated trips are low and site generated trips are not expected to have any significant impact to the performance of Highway #7. Staff concurs with this summation and has accepted the study. Nova Scotia Transportation and Infrastructure Renewal (NSTIR) accepted the final Traffic Impact Study prepared for the residential development and added no concerns.
(f) the provisions of Policy IM-10.	

IM-10 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 Strategy, Council shall have appropriate regard to the following matters:

(a) that the proposal is in conformity with the intent of this Strategy and with the	The proposal is reasonably consistent with the intent of the Eastern Shore West MPS and
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requirements of all other municipal by-laws and regulations.	complies with By-laws and regulations.
(b) that the proposal is not premature or inappropriate by reason of:	
(i) the financial capability of HRM to absorb any costs relating to the development;	There is no cost to HRM in regards to this proposed development.
(ii) the adequacy of central or on-site sewerage and water services;	Level I and Level II groundwater assessments have been prepared and reviewed. The proposed development agreement (Attachment A) requires the groundwater assessment to continue in Phase 1 as development progresses. A supplemental Hydrogeological Study is required before Phase 2 begins. Should the study identify insufficient quantity in the local aquifer for the remaining unapproved dwellings the proposed development agreement requires the permitted number of dwellings to be reduced to a point where there is adequate groundwater to service them.
(iii) the proximity of the proposed development to schools, recreation or other community facilities;	An analysis of local school capacity was not provided by HRSB. Schools that service this area are within 30 kilometres of the proposed site.
(iv) the adequacy of road networks leading to or within the development; and	Highway #7 can accommodate the increased volume from the proposed development with no significant impact.
(v) the potential for damage to or for destruction of designated historic buildings and sites;	Not applicable.
(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;	The use is residential. Staff believe these uses are compatible with adjacent residential development surrounding the site. The retained open space is tree covered with separation provided to reduce potential conflict within nearby land-uses.
(ii) height, bulk and lot coverage of any proposed building;	The proposed development agreement permits multiple unit dwellings vertically separated in townhouse form. The maximum height and footprint permitted for dwellings, is 10.67 metres (35 feet) in height and 92.9 square meters (1000 square feet) in area. Lot coverage within the developable area is determined by required separation distances from other structures, the boundary of the delineated open space and number of dwellings or structures.
(iii) traffic generation, access to and egress from the site, and parking;	The proposed development connects to Brian Dickie Drive, a private road that is proposed to be upgraded to a two lane rural roadway which will intersect with Highway #7 a main road into Musquodoboit Harbour. The TIS study concluded that the number of site generated trips from the proposed development are low and the site generated trips are not expected to have any significant impact to the performance of Highway #7. Staff concurs with this summation and has

	accepted the study.
(iv) open storage;	The proposed development agreement does not permit open storage.
(v) signs; and	One ground sign is permitted by the proposed development agreement to act as community identification signage at Brian Dickie Drive. The sign is of appropriate scale and materials for a residential development. Driveway name signage in accordance with the Civic Addressing By-law is permitted. Public road signs shall be in conformance with all HRM regulations.
(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.	The site is relatively flat grading to the southern site boundary along the community trail. Watercourse and wetlands have been delineated with adequate separation provided. There is no likelihood of flooding.
(e) any other relevant matter of planning concern.	Best practices have been applied to determine the availability of potable water (quality and quantity) to service the proposed development and open space and protection of natural features.
(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. (RC-Jul 2/02;E-Aug 17/02)	Not applicable.

Attachment C

Minutes of the Public Information Meeting

HALIFAX REGIONAL MUNICIPALITY
PUBLIC INFORMATION MEETING
CASE NO. 18932

7:00 p.m.
Thursday, December 5, 2013
Eastern Shore Community Centre
67 Park Road, Musquodoboit Harbour

STAFF IN

ATTENDANCE:

Shayne Vipond, Planner, Planning Applications
Holly Kent, Planning Technician
Jennifer Purdy Planning Controller

ALSO IN

ATTENDANCE:

Councillor David Hendsbee
Matthew Neville, EDM
Margo Young, EDM

PUBLIC IN

ATTENDANCE:

31

The meeting commenced at approximately 7:04p.m.

Opening remarks/Introductions/Purpose of meeting

Mr. Shayne Vipond, Senior Planner, Planning Applications, called the meeting to order at approximately 7:04 p.m. in the Eastern Shore Community Centre, 67 Park Road, Musquodoboit Harbour.

He introduced himself as the planner guiding this application through the process and advised that HRM has received a Planning Application for a 15 multiple unit building constructed in the form of 42 townhouses on Brian Dickie Drive in Musquodoboit Harbour.

Mr. Vipond reviewed the application process, noting that the public information meeting is an initial step, whereby HRM identifies to the community early in the process that an application has been received and what policies allows it to be considered. Staff will also identify what the applicant is proposing and give them the opportunity to present their proposal to the community. Staff will seek feedback from citizens before the staff report is prepared. No decisions have been made to this point or will be made at this meeting. Following this meeting, the application will then be brought forward to Harbour East-Marine Drive Community Council which will hold a public hearing.

Overview of Planning Policy

Brian Dickie Drive is located within the Eastern Shore (West) Plan Area with the designation of mixed use with a mixed use zone. Under this policy, Council may consider multiple unit dwelling in accordance with the development agreement process. Criteria for consideration would be that the architectural design and scale should be compatible with nearby uses; adequate separation distances and landscaping should reduce impact from other residential uses; open space and parking areas much be adequate; solid and liquid wastes much be treated; the impact of proposed traffic volumes need to be considered and the provisions of Policy IM-10 must be met which includes adequate central or on-site sewage and water services. Mr. Vipond explained that a development agreement is a legal contact between HRM and the land owner and any future owner will also be

bound by its terms. The development agreement may regulate setbacks, design, and buffering to adjacent properties.

Presentation on Application, Matthew Neville, EDM

Ms. Margo Young, EDM explained that the applicants were not able to attend the meeting however, if there are any questions or concerns the public wishes to address to the applicants, to see herself following the meeting and she will pass along the messages. She added that they belong to this community and care very deeply about it.

Mr. Matthew Neville reviewed a slide of the subject area pointing out nearby facilities including Twin Oaks Memorial Hospital. He explained that under the Regional Plan, this property is designated as a Rural Commuter District Centre which growth and development directed to the area is encouraged. He added that within the local Municipal Planning Strategy, multiple unit dwellings are enabled by development agreement. A development agreement is meant to ensure multiunit buildings fit with the character of the area. He explained that in 2007 the Community Visioning Program emphasized on compact residential development, community village character and greater range of housing options that will support the aging area.

Mr. Neville viewed a slide of the proposed site plan, explaining that the development will allow seniors and retirees to stay within the community. This proposal is for houses that will be clustered together also referred to as 'pocket neighbourhoods'. The idea is to develop a safe supportive neighbourhood and reviewed slides as to what these neighbourhoods could look like. He added that these homes are traditional housing types with front porches, common areas with houses facing one another. This proposal will have three clusters, with 14 homes in each cluster. The access will be off of Brian Dickie Drive and will be used as a public street. These homes will be marketed towards seniors and will be part of a condominium corporation and not rental units. The condominium corporation would look after snow removal, landscaping and services through condo fees. Mr. Neville explained that these houses will be serviced through drilled wells. To date, they have already drilled three test wells which showed two out of the three shown standard yields for the area which is 27 liters to the minute and the third well shown 154 liters per minute. He added that this area produced a lot of water and expected to provide enough water for the proposed development. He explained that a detailed design on wastewater treatments has not yet been completed but, will be completed by an engineer and will be a larger on-site system; each block of units will be serviced by primary treatment tanks and treated to a higher standard. He explained that some of the systems that they are looking at are closely monitored by the NS Environment and require samples every year; this will quickly identify any issues and allow them to be fixed quickly to protect well water and surrounding residents.

Mr. Neville explained that he has been working closely with Architect, Dan Goodspeed and gave some examples of his work such as Harbour Ridge and Town Houses along Glad Stone Street. He explained that the proposed units are designed to look separate / semi-detached dwellings and will have a urban or suburban character with a look more towards a garden style house. They will have a master bedroom, a full bathroom and a kitchen on the one level. These will have a driveway, front porches and individual entrance. Some will have a single car garage as well. He added that they are providing more of a separation between the houses than what is required for this property and explained that the intent is to keep as much vegetation as possible on the site and will have a separation between Brian Dickie Drive and the housing which will include a public park area; The intent is to protect the character of Brian Dickie Drive.

He explained that there are two different space designs proposed, private open space areas for residents including back decks and gardens with a walking trail. The other design is a public park which will be located on the side of the site. He added that there is policy that speaks to this space and using this corridor as part of a wider regional trail network. This may also include parking for members of the community.

Questions and Answers

Mr. Steven Marshall explained that he resides in the community and is pro-development in this area and believes it is a good thing for Musquodoboit Harbour however, addressed some concern with the access point to the #7 Highway and explained that during rush hours in the morning and afternoon, there is currently an issue and suggested that the speed limit be reviewed and possibly a speed reduction may be needed. He added that this road was made to a minimum standard and is very soft and needs some work. He also addressed concern regarding the intersection at the end of the cul-de-sac leading into the development and asked if it was going to be a 4-way stop and suggested some thought be put into this area for safety concerns. He also addressed

concern with the deeded access to Scotts Lake and explained that the road that was placed there was part of the purchase agreement for his property. He asked if there is any thought about granting access to Scotts Lake to the residents of this new development.

Mr. Vipond explained that the development agreement will only speak to lands within the boundary of this particular development.

Mr. Marshall explained that this road is currently gated with only lot owners of the original development having keys to access and explained that it is important to him that this remains this way.

Mr. Vipond explained that the Department of Transportation has not raised any concerns noted by Mr. Marshall however, he will raise these concerns and questions to retrieve answers whether or not the speed is sufficient and if a stop sign is sufficient.

Mr. Neville explained that a traffic study has not been completed however, the number of units tell that there will be an increase in the volume of traffic. He added that the intention is to market towards seniors and retirees which will have different travel times, as they adjust their schedules based on avoiding rush hour traffic.

Mr. Marshall requested that HRM complete a traffic study.

Mr. Neville explained that there will be a detailed engineering design completed for the road and as part of this study; they will have to provide adequate site lines from the intersection.

Mr. Marshall asked what type of intersection is proposed.

Mr. Neville explained that there will be a recommendation from a Road Engineer to design this.

Mr. Marshall addressed concern regarding road usage and the existing/remaining portion on Brian Dickie Drive, not only during construction but, also following the development. He explained that it would be helpful for the developer to clearly identify that it is a private road with no access.

Mr. Vipond explained that this application is only for the boundary line discussed and reviewed at this meeting and cannot control through the development agreement what happens outside these boundaries. He also explained that HRM considers this application as multiple unit dwellings and cannot control the tenure.

Mr. Colin Cameron asked if this development will attract or single income residents.

Mr. Vipond explained that staff does not review the price points for the units but, only the review of the building and of the land. He suggested Mr. Cameron contact the consultant regarding these types of questions.

Mr. Cameron expressed concern regarding lighting and would like this rural development not to be lit up to excess.

Mr. Vipond explained that a lighting plan will be submitted as part as the landscaping proposal.

Ms. Gwen Williams explained that it is very important that the sewage system is going to be adequate so that there is no leakage into the lake. She explained that she feels that this development is a good idea and hopes that seniors do move into this development. She addressed concern with seniors not being interested due to the lack of services such as buses and grocery stores. She explained that the market plan maybe lacking in that respect.

Mr. Vipond explained that the sewage system will have to be reviewed and approved by the Department of Environment.

Councillor Hendsbee thanked the residents for coming out to the meeting.

Closing Comments

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

Adjournment

The meeting adjourned at approximately 7:45p.m.