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Item No. 5.1.1
Halifax and West Community Council
July 8, 2020 First Reading
August 26, 2020 Public Hearing

TO: Chair and Members of Halifax and West Community Council

Original Signed

SUBMITTED BY:

Kelly Denty, Director of Planning and Development

DATE: July 2, 2020

SUBJECT: **Case 22288: Development Agreement for a commercial recreation use at the south corner of Prospect Road and McGraths Cove Road, McGraths Cove**

ORIGIN

Application by David Cahill of Wilderness Stays.

LEGISLATIVE AUTHORITY

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

RECOMMENDATION

It is recommended that Halifax and West Community Council:

1. Give notice of motion to consider the proposed development agreement, as set out in Attachment A, to permit a development agreement for a commercial recreation use, (low impact campground) on approximately 19 hectares (47 acres) of land located at the south corner of Prospect Road and McGraths Cove Road, and schedule a public hearing;
2. Approve the proposed development agreement, which shall be substantially of the same form as set out in Attachment A; 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

David Cahill, owner of Wilderness Stays, has applied for a development agreement for a low impact tourist development of up to 35 tent sites with associated accessory commercial recreation uses (i.e. boat launch, walkway trails) in McGraths Cove. The proposed development is on 5 parcels of land consisting of approximately 19 hectares (47 acres) located at the south corner of the Prospect Road and McGraths Cove Road in McGraths Cove. The proposal is defined as a “commercial recreation use” under the Land Use By-law and as such, is not permitted under existing zoning. The use may, however, be considered by development agreement in accordance with policies RB-11 and IM-11 of the Planning District 4 of the Municipal Planning Strategy (MPS) and Section 3.16 (b)(iii) of the Land Use By-law (LUB).

Subject Site	PIDS 40853376, 40065195, 41295999, 40853368, 41296401
Location	Intersection of Prospect Road and East Dover and McGraths Cove Roads
Regional Plan Designation	Rural Commuter
Community Plan Designation (Map 1)	Residential B and Rural Residential A -Planning District 4 (Prospect)
Zoning (Map 2)	RB-1 and RRA-1
Size of Site	18.9 hectares (46.7 acres)
Street Frontage	Approximately 400 metres on Prospect Road, 229 metres on McGraths Cove Road and 232 metres on East Dover Road
Current Land Use(s)	Treed areas, boulders, and lake shore
Surrounding Use(s)	Single units, parks and protected area

Proposal Details

The applicant proposes to develop a low impact tourist accommodation. The major aspects of the proposal are as follows:

- Up to 35 camp sites for tents or temporary “glamping” (a type of camping which includes provision of some of the comforts and luxuries of home) structures;
- Associated commercial recreational uses, i.e. boat rental and launch area, cafe, communal areas, outdoor education areas (rope and obstacle courses, climbing rocks/walls);
- A boardwalk and viewing platforms along Eastern Lake;
- 1 primary access and 3 other proposed driveway accesses; and
- A two-unit dwelling (under the existing zone provisions).

The subject property is vacant and fronts onto Prospect, McGraths Cove and East Dover Roads and is adjacent to the northern shore of Eastern Lake.

Enabling Policy and LUB Context

Generally, tourist accommodations take a variety of forms such as hotels, motels, bed and breakfasts, cabins, recreational vehicles, or tents. A tourist accommodation development is considered a commercial recreation use under the Planning District 4 (Prospect) MPS and LUB. Within the Residential B Designation, Community Council may consider commercial recreation uses by development agreement. The proposal is considered pursuant to Policies RB-11 and IM-11 of the MPS (Attachment B). The intent of these policies is to allow for commercial recreation development provided such uses do not negatively affect the surrounding natural or residential environments.

A large portion of the site, along Eastern Lake, is designated Rural Residential-A. This designation primarily supports low density residential uses with associated home business, yet it also provides support for the gradual integration of small-scale tourist-related commercial uses. Commercial recreation is not specifically considered by Development Agreement within this designation. However, Policy IM-6 enables the development of uses which are permitted within abutting designations by development agreements in accordance with the same conditions prescribed within that abutting designation. In this instance the

provisions of RB-11 from the Residential B designation can be considered on the lands designated Rural Residential A along Eastern Lake.

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 providing information and seeking comments through the HRM website, signage posted on the subject site, letters mailed to property owners within the notification area (Map 2) and a public information meeting held on September 18, 2019. Attachment C contains a copy of the summary of the meeting. 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. The public comments received include the following topics:

- Impact on Eastern Lake and watercourse setbacks;
- Water supply and waste management;
- Traffic impact on Prospect Road;
- Fire protection; and
- Noise.

A public hearing must be held by Halifax and West 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 proposal will potentially impact local residents, property owners, and businesses and the tourism industry.

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:

- Environmental impact and watercourse setbacks;
- Compatibility of the tent/glamping sites and associated recreation uses; and
- Traffic generation.

The attached development agreement (Attachment A), will permit a low impact tourist accommodation establishment, subject to the controls identified above. Staff advise that the development agreement provided in Attachment A of this report satisfies the intent of relevant MPS policies (Attachment B). While the proposal is consistent with the intent of the MPS, staff has identified the following issues for specific discussion:

Impact on the Natural Environment

Watercourse Setback

Policy requires consideration be given to the potential impact of the proposed development on the natural environment with particular emphasis on watercourses. The proposed development agreement contains a

minimum 20 metre setback requirement around Eastern Lake and the wetland at the northeast of the property. The setback varies between 20 and 40 metres depending on the slope as required in the LUB for Planning District 4. The uses permitted within the setbacks are consistent with the requirements set out in the LUB.

There are five (5) viewing decks (platforms) proposed as shown on the site plan in Schedule B of the proposed Development Agreement (Attachment A). Each viewing platform proposed will not exceed 20m². The boardwalk and viewing platforms are being built with the intention of preventing erosion into the lake and compacting the soil as a result of pedestrian traffic. The proposed commercial recreation activity on and around the lake such as non-motorized boating, fishing, and walking are expected to have minimal impact.

Traffic Generation

Policy requires the consideration of the impact on the existing road network. A Traffic Impact Statement (TIS) submitted by the applicant met NS Department of Transportation and Infrastructure Renewal (NSTIS) guidelines and NSTIR has concurred with its findings. The traffic analysis in the TIS did not identify any potential significant impact to the existing transportation network. A significant impact is not expected given the nature of the low impact commercial recreation use.

In addition, the primary driveway off Prospect Road satisfies requirements for stopping sight distance. Since the site is approximately 19 hectares (47 acres), there are three other driveway accesses proposed off Prospect, McGraths Cove and East Dover Roads. Once approved by NSTIR, these driveways will provide easier and safer access points onto the site.

Compatibility with Nearby Residential Development

Consideration of the potential impact of noise, visual intrusion, traffic generation and littering are also required. Further, Policy IM-11(c) requires that Council consider that controls are placed on the proposed development to reduce conflict with adjacent or nearby land uses. These items are discussed individually below:

While the approval of this application would allow the use of the property to change from residential and commercial uses to strictly a commercial recreation use, the intensity resulting from this change in use is not expected to increase. In addition, there are tourism destinations in the area that could benefit from the proposed tourist accommodation. The land uses surrounding the subject property include the following:

- The nearest single unit dwellings on Prospect, McGraths Cove and East Dover Roads are over 200 m away;
- The Peggy's Cove Preservation Area is approximately 5km away;
- The Blind Bay Park Reserve is approximately 1 km from this proposed development.

Staff advise the proposed development should not have any compatibility concerns with any of the land uses identified above.

Noise

Given the size, layout and the intent of the property owner for a low impact tourist accommodation, the impact of the proposed development on the adjacent neighbour would be minimal. The nearest dwellings on Prospect Road and on McGraths Cove Road are over 200 metres away. The developer has expressed the intention to implement a "Quiet Time" as part of their own operational restrictions. Should problems or complaints arise, noise related issues are municipally regulated through Bylaw N-200, Respecting Noise.

Visual Intrusion

The area of the site where the development is concentrated (parking area and utility structures) is not directly visible from any abutting property. However, the entrance structure near the primary access driveway off Prospect Road Primary and the boat launch and rental area off East Dover Road can be partially seen from Prospect Road. Additionally, the campsites and the trail development will have minimal

visual impact given the existing vegetation and topography of the site. It is not anticipated any future trail development would be visible given the required watercourse setback stipulated in Section 4.19 of the Planning District 4 LUB. To further ensure minimal visual intrusion, the proposed development agreement requires that proposed lighting on the site be shielded and directed to driveways, parking areas and building entrances on the site so as to divert light away from Prospect Road, East Dover Road and adjacent properties.

General Maintenance & Littering

Section 3.7.1 of the proposed development agreement requires the developer to keep all portions of the development in good repair, including parking areas and driveways, walkways, and camp sites. The development agreement includes provisions to manage waste receptacles. For example, waste receptacles are contained and fully screened from view from the street.

Staff advise that an outright ban on open storage is not warranted given the site configuration and existing vegetation that naturally limits exposure. Additionally, for practical purposes it can be expected that the construction material and related equipment will be contained within an accessory building to prevent weather damage and theft.

Proposed Buildings

No main buildings have been proposed in conjunction with the proposal, however as discussed above there are currently three proposed supporting accessory structures on the site that are intended to be used to store the equipment, boats and other related equipment. These accessory utility buildings and the temporary structures for the camp sites as shown on the site plan in Schedule B in Attachment A will require appropriate municipal permits.

It is anticipated that eventually the applicant may build a two-unit dwelling unit for personal use and for staff accommodations. The location has not yet been decided however this building will be required to meet the appropriate requirements in the LUB.

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 area and appropriate use controls are ensured through the development agreement. The MPS for the area recognizes the plan area's reliance on the tourist industry and seeks to ensure that proposals do not create disruption to neighbouring uses.

Staff recommend that the Halifax and West Community Council approve the proposed development agreement as contained in Attachment A of this report.

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 2020-2021 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 development agreement 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 were identified beyond those raised in this report.

ALTERNATIVES

1. Halifax and 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. Halifax and 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*.

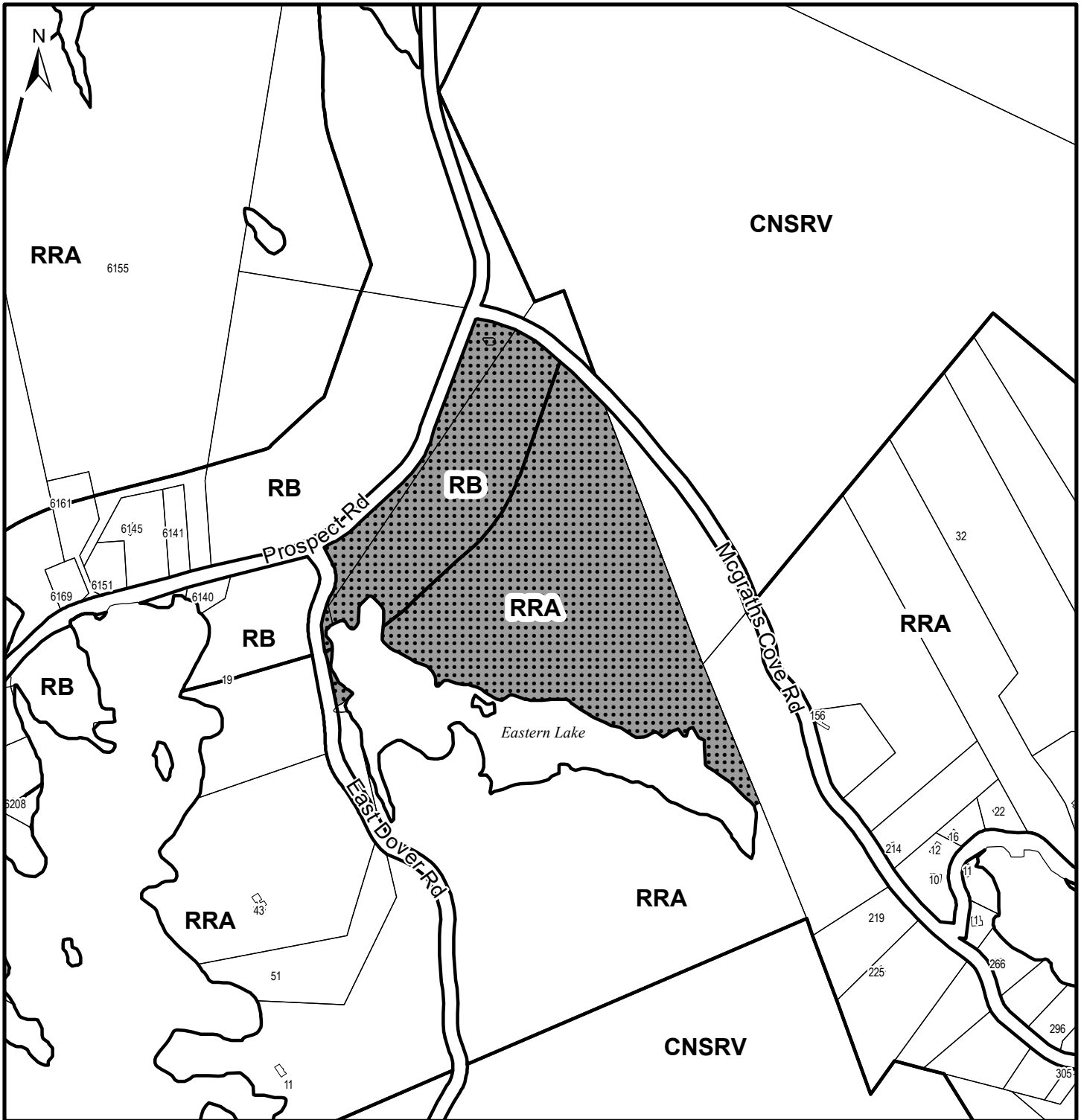
ATTACHMENTS

Map 1:	Generalized Future Land Use
Map 2:	Zoning and Notification Area
Attachment A:	Proposed Development Agreement and Schedule B
Attachment B:	Policy Review Matrix
Attachment C:	Public Information Meeting - Summary

A copy of this report can be obtained online at halifax.ca or by contacting the Office of the Municipal Clerk at 902.490.4210.


Report Prepared by: Maria Jacobs, Planner, 902.490.4911

Report Approved by: Steve Higgins, Manager Current Planning, 902.490.4382



Map 1 - Generalized Future Land Use

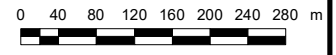
PIDS: 40853376 & 40065195
 Prospect Rd and East Dover Rd
 McGraths Cove

 Subject Properties

Designation

CNSRV	Conservation
ISL	Island
RB	Residential B
RRA	Rural Residential A

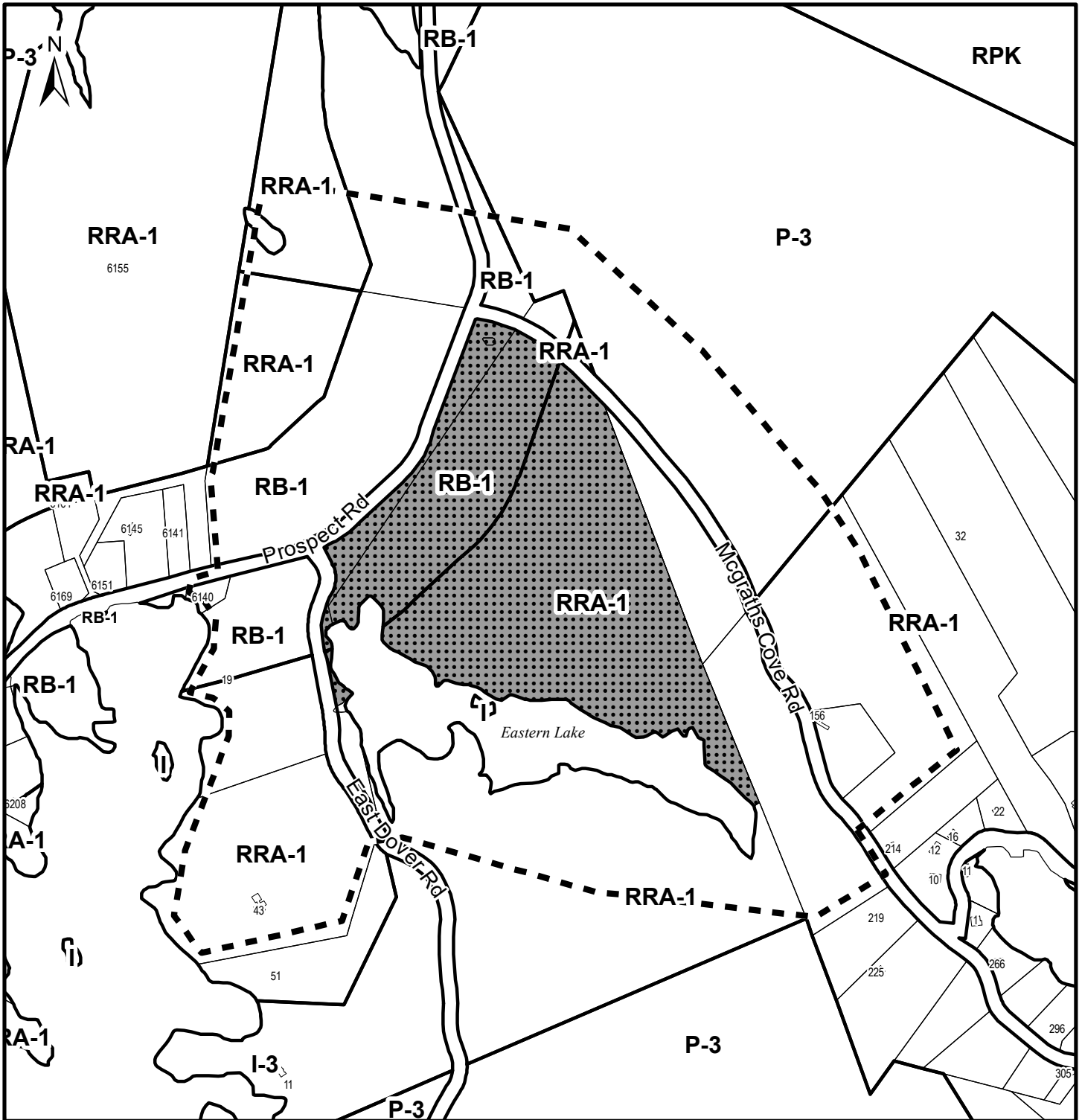
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Planning District 4
 Plan Area



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

PIDS: 40853376 & 40065195
 Prospect Rd and East Dover Rd
 McGraths Cove

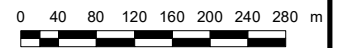
-  Subject Properties
-  Area of Notification

Planning District 4
 Land Use By-Law Area

Zone

- I Island
- I-3 Local Service
- P-3 Conservation
- RA-1 Residential A-1
- RB-1 Residential B-1
- RPK Regional Park
- RRA-1 Rural Residential A-1

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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 DEVELOPMENT AGREEMENT made this day of **[Insert Month]**, 20__.

BETWEEN:

DAVID CAHILL

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 off Prospect Road, McGraths Cove PID 40853376, 40065195, 41295999, 40853368, 41296401 of certain lands totalling 18.9 hectares (46.7 acres) located between off Prospect Road, between McGraths Cove and East Dover Roads, McGrath's Cove, Nova Scotia 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 consisting of up to thirty-five (35) tent sites and associated uses on the Lands pursuant to the provisions of the *Halifax Regional Municipality Charter* and pursuant to Policies RB-11 and IM-11 of the Planning District 4 of the Municipal Planning Strategy and Section 3.16 (b)(iii) of the Planning District 4 Land Use By-law;

AND WHEREAS the Halifax and West Community Council for the Municipality approved this request at a meeting held on **[Insert - Date]**, referenced as Municipal Case Number 22288.

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

- 1.1.1 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

- 1.2.1 Except as otherwise provided for herein, the development, use and subdivision of the Lands shall comply with the requirements of the applicable Land Use By-law and the Regional Subdivision By-law, as may be amended from time to time.
- 1.2.2 Variances to the requirements of the Planning District 4 Land Use Bylaw shall be permitted pursuant to the provisions of the *Halifax Regional Municipality Charter*.

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

- 1.5.1 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

- 1.6.1 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.

1.7 Costs, Expenses, Liabilities and Obligations

1.7.1 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.

1.8 Provisions Severable

1.8.1 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

2.1.1 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

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

- a. "Boardwalk" means a raised pathway no more than 3 metres wide with viewing platforms. The boardwalk may be structured of wood and shall be used for passive recreational purposes.
- b. "Commercial Recreation Use" means, for the purpose of this development agreement, a campground consisting of Tent Sites for active or passive recreational purposes and may include trails, boardwalks, picnic areas, canteen, café, viewing platforms, camping and glamping sites and structures, common amenity space, boat launch and rental area, fishing facilities, and outdoor education areas (rope and obstacle courses, rock/wall climbing). The land use may also include any use which is accessory to the foregoing.
- c. "Tent Site" means a designated pad for travelling or vacationing public to pitch their own tent or rent a temporary structure for temporary accommodation. A Tent Site may include a temporary structure for accommodations which may include beds, tables chairs, a wood burning appliance, BBQ, a washroom facility and potable water within temporary accommodations.
- d. "Utility Structure" is a designated space that may or may not have a structure that is used for, but not limited to, storage of tools and equipment, a space for maintaining all aspects of the permitted use such as at the main reception area structure, boat launch structure, water well system shed, covered washroom facility and compost building.

PART 3: USE OF LANDS, SUBDIVISION AND DEVELOPMENT PROVISIONS

3.1 Schedules

The Developer shall develop and use the Lands in a manner, which, in the opinion of the Development Officer, conforms with the following Schedule attached to this Agreement and filed in the Halifax Regional Municipality as Case Number 22288:

Schedule A	Legal Description of the Lands
Schedule B	Site Plan

3.2 General Description of Land Use

- 3.2.1 The use(s) of the Lands permitted by this Agreement are the following:
- a. A commercial recreation use as defined by this Agreement, containing a maximum of thirty-five (35) Tent Sites and nine (9) associated accessory/utility structures.
 - b. A Single Unit Dwelling or a Two Unit Dwelling in accordance with the applicable Land Use By-law and the applied underlying zone.

3.3 Detailed Provisions for Land Use

- 3.3.1 All Tent Sites and Utility Structures shall be located on the Lands as generally shown on Schedule B and shall be sited in accordance with the requirements of this Agreement.
- 3.3.2 A maximum of nine (9) Utility Structures shall be permitted. The maximum gross floor area of a Utility Structure is 690 square feet (64 square metres).
- 3.3.3 The maximum height of all Tent Sites and Utility Structures shall be in accordance with the height requirement of the RRA-1 Zone of the applicable land use by-law as amended from time to time.
- 3.3.4 No more than one (1) boat shed is permitted on the lands in accordance with the accessory structure provisions of the applicable Land Use By-law and the RRA-1 (Rural Residential A-1) zone.

3.4 Architectural Requirements

- 3.4.1 All Tent Site structures that are made of canvas, including any Utility Structures, shall, at the time of the issuance of the Building Permit will be required to have structural certification from a professional engineer and confirmation from the canvas manufacturer that the material meets the CAN/ULC-S109 "Flame Tests of Flame-Resistant Fabrics and Films".

3.5 Parking, Circulation and Access

- 3.5.1 Vehicle parking shall be provided as generally shown on Schedule B and shall have a gravel or asphalt finished surface, or an acceptable equivalent in the opinion of the Development Officer.
- 3.5.2 Where parking lots for four or more vehicles are required, the requirements of Section 4.26, Planning District 4 LUB, would apply.
- 3.5.3 All roads leading into and around the campground must meet the minimum requirements of 3.2.5 of the National Building Code of Canada to provide access to all buildings being proposed in the application;

3.6 Signs

- 3.6.1 Signage shall be subject to the requirements of the applicable Land Use By-law and the following additional requirements:
- a. A maximum of two (2) ground signs shall be permitted on the Lands;
 - b. Ground signs shall be a minimum of 50 metres (164 feet) apart;
 - c. No ground sign shall exceed 8.18 square metres (88 square feet) of sign area on a single face or 16.2 square metres (164 square feet) of sign area for both faces combined.

3.7 Solid Waste and Screening

- 3.7.1 All refuse and recycling materials shall be contained within a building, or within suitable containers which are fully screened from view from any street. Further, consideration shall be given to locating all refuse and recycling material to ensure minimal effect on abutting property owners by means of opaque fencing or suitable landscaping.
- 3.7.2 Propane tanks, electrical transformers or other power source, and the storage of construction and maintenance equipment shall be located on the Lands in such a way to ensure minimal visual impact from the public street. These facilities shall be secured in accordance with the applicable approval agencies and screened by means of opaque fencing, masonry walls or suitable or natural vegetative landscaping.

3.8 Outdoor Lighting

- 3.8.1 Outdoor lighting shall be subject to the requirements of the applicable Land Use By-law and the following additional requirements:
- a. Lighting on the Lands shall be sufficient to promote the safety and security of all users; and
 - b. Lighting shall be directed to driveways, parking areas, loading areas, structure entrances and trails, and shall be arranged so as to divert the light away from streets, adjacent lots and buildings.

3.9 Temporary Construction Structure

- 3.9.1 A temporary structure shall be permitted on the Lands for the purpose of housing equipment, materials and office related matters relating to the construction of the development in accordance with this Agreement. The temporary structure shall be located no less than twenty (20) metres from any ordinary highwater mark of any watercourse as required by the Land Use By-law and shall be removed from the Lands prior to the issuance of the last Occupancy Permit.

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 or sanding of private driveway and parking spaces.

PART 4: STREETS AND SERVICES

4.1 General Provisions

All design and construction of primary and secondary service systems shall satisfy the most current edition of the Municipal Design Guidelines unless otherwise provided for in this Agreement and shall receive written approval from the Development Engineering prior to undertaking the work.

4.2. Off-Site Disturbance

Prior to the issuance of a Construction Permit, the Developer agrees to provide to the Development Officer a "Work Within Highway Right-of-Way Permit" approved by Nova Scotia Transportation and Infrastructure Renewal. Any disturbance to existing off-site infrastructure resulting from the development, including but not limited to, streets, 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 Nova Scotia Transportation and Infrastructure Renewal.

4.2 On-Site Sewage System

The Lands shall be serviced through privately owned and operated on-site sewage disposal systems and treatment facilities. The Developer agrees to have prepared by a qualified professional and submitted to the Municipality and Nova Scotia Environment, a design for all private sewage disposal system(s). No Building Permit shall be issued prior to the Development Officer receiving a copy of all permits, licences, and approvals required by Nova Scotia Environment respecting the design, installation, construction of on-site sewage systems and treatment facilities.

4.3 On-Site Water System

The Lands shall be serviced through a privately owned and operated on-site water distribution system. No Building Permit shall be issued prior to the Development Officer receiving a copy of all permits, licences, and approvals required by Nova Scotia Environment respecting the design, installation, construction of on-site water distribution system.

PART 5: ENVIRONMENTAL PROTECTION MEASURES

5.1 Watercourse Setbacks and Buffer

- 5.1.1 Watercourse Setbacks and buffer shall be subject to the requirements of the Land Use By-law for Planning District 4, notwithstanding five (5) viewing platforms are permitted within the watercourse buffers as shown on Schedule.

PART 6: AMENDMENTS

6.1 Non-Substantive Amendments

- 6.1.1 The following items are considered by both parties to be non-substantive and may be amended by resolution of Council.
- a. The consideration of up to 3 additional Utility Structures;
 - b. The consideration of up to 5 additional Tent Sites;
 - c. Additional, or Changes in the type of, Commercial Recreational Uses as those stated in Agreement provided the addition or change is considered accessory or complimentary to a campground use;
 - d. Changes to the requirements related to signage as identified in Section 3.8.1(a) and Section 3.8.1(b) of this Agreement;
 - e. The granting of an extension to the date of commencement of development as identified in Section 7.3 of this Agreement; and
 - f. The length of time for the completion of the development as identified in Section 7.4 of this Agreement.

6.2 Substantive Amendments

- 6.2.1 Amendments to any matters not identified under Section 6.1 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).

7.3 Commencement of Development

- 7.3.1 In the event that development on the Lands has not commenced within five (5) 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.
- 7.3.2 For the purpose of this section, commencement of development shall mean the issuance of a Building Permit.

7.3.3 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, 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 If the Developer fails to complete the development after ten (10) years from the date of registration of this Agreement at the Registry of Deeds or Land Registration Office, Council may review this Agreement, in whole or in part, and may:

- (a) Retain the Agreement in its present form;
- (b) Negotiate a new Agreement;
- (c) Discharge this Agreement; or
- (d) for those portions of the development which are completed, discharge this Agreement and apply appropriate zoning pursuant to RB-1 and RRA-1 the Municipal Planning Strategy and Land Use By-law for Planning District 4, as may be amended from time to time.

7.4.2 For the purpose of this section, completion of development shall mean the issuance of the 13 building permits for the Tent Sites as shown on Schedule B.

7.4.3 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, 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.

7.5 Discharge of Agreement

Upon the completion of the whole development or complete phases of the 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.

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 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 defence 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]

Per: _____

Witness

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:

Per: _____

MAYOR

Witness

Per: _____

MUNICIPAL CLERK

Witness

ATTACHMENT B
Policy Review Matrix:

Policy #	Policy - Planning District 4 MPS	Staff Comment
RB-11	<i>Notwithstanding Policy RB-2 or Policy RB-4, within the Residential B Designation, Council may consider permitting commercial recreation uses in accordance with the development agreement provisions of the Planning Act and having regard to the following:</i>	
a)	<i>the potential impact of the proposed development on the natural environment and in particular, potential effects on watercourses;</i>	This is a low impact tourism development. The proposed development results in minimal site disturbance and the watercourse setbacks vary between 20m and 30m from Eastern Lake and from the wetland at the intersection of Prospect and McGraths Cove Roads. Setbacks are in accordance with the Regional Plan provisions.
b)	<i>that the proposal will not adversely affect nearby residential or community facility development by virtue of noise, visual intrusion, traffic generation and/or littering;</i>	The site is approximately 47 acres and not adjacent any residential buildings. The nearest residential development is approximately 240 metres away. The primary access off Prospect Road is approved by NSTIR. The Traffic Impact Statement states this type development will not significantly increase traffic on Prospect Road. Staff and NSTIR concur with this statement. Maintenance requirements are within the Development Agreement.
c)	<i>the impact of the proposed use on the existing road network in terms of traffic generation and vehicular and pedestrian safety;</i>	The Primary access off Prospect Road was approved by NSTIR. The traffic impact statement states this type development will not significantly increase traffic on Prospect Road. The other proposed accesses will be approved as needed.
d)	<i>that any rifle ranges, amusement parks, vehicle or animal racing track shall not be located within one thousand six hundred forty (1,640) feet of the nearest residence;</i>	Not applicable
e)	<i>the layout and design of the facility;</i>	The location of tent decks, roadways and boardwalks and parking submitted in the Site Plan meets the policy requirement.
f)	<i>(f) the general maintenance of the facility;</i>	A structure for tool and equipment storage is provided. Maintenance of the site is part of the Development Agreement.
g)	<i>the location and level of treatment of any proposed sewage treatment plant;</i>	A wastewater treatment plan will require approval from NSE at Permitting stage. The type of treatment has not yet been confirmed but it is not anticipated to be a treatment plant but rather a septic field given the nature of the development (tent sites).
h)	<i>the requirement for any applicable provincial approvals;</i>	The following approvals will be required as needed during the development: -other driveway access locations -a suitable location and design of a wastewater treatment system -well water location -a wetland alteration permit if required

i)	<i>the hours of operation; and</i>	This is a seasonal business but may be expanded to include year round accommodations. A Quiet Time has been established between 12:00am and 7am while business is in operation
j)	the provisions of Policy IM-11.	See below
IM-11	<i>In considering development agreements or amendments to the land use bylaw, in addition to all other criteria as set out in various policies of this Planning Strategy, Council shall have appropriate regard to the following matters:</i>	
a)	<i>that the proposal is in conformity with the intent of this Planning Strategy and with the requirements of all other municipal by-laws and regulations;</i>	A Development Agreement is permitted through policies RB-11 and IM-11.
b)	<i>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>	All costs are absorbed by the Developer and the proposed development does not necessitate the Municipality absorbing any financial costs.
	<i>(ii) the adequacy of on-site sewerage and water services;</i>	Following perk tests, a well will be sited near the primary driveway access area. Approvals for well and waste water system are required and regulated by Nova Scotia Environment.
	<i>(iii) the proximity of the proposed development to schools, recreation or other community facilities and the capability of these services to absorb any additional demands;</i>	The site is near the communities of McGraths Cove and East Dover. This development is anticipated to further complement the other businesses and tourism opportunities in the area.
	<i>(iv) the adequacy of road networks leading to or within the development; and</i>	A Traffic Impact Statement was submitted and identifies adequacy of the road network, HRM and NSTIR staff concur. NSTIR has approved the primary driveway access off Prospect Road. Future access locations will be approved by NSTIR.
	<i>(v) the potential for damage to or for destruction of designated historic buildings and sites.</i>	No designated historic building or site on the site.
c)	<i>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>	The proposed use is considered a Commercial Recreation use and is permitted through Development Agreement process. The Development Agreement limits the scope and scale of the commercial recreation use.
	<i>(ii) height, bulk and lot coverage of any proposed building;</i>	The proposed development is a low impact eco-tourism campground with accessory uses on 47 acres therefore there are no concerns regarding height, bulk or lot coverage. Further, the development agreement regulates these factors and a building permit is required for each structure.
	<i>(iii) traffic generation, access to and egress from the site, and parking;</i>	A TIS was submitted and approved by NSTIR and HRM Engineer. If additional access locations off McGraths Cove and

		East Dover Roads are contemplated they will require approval by NSTIR.
	<i>(iv) open storage;</i>	Open storage is limited to the storage of equipment and boats.
	<i>(v) signs; and</i>	Any signage proposed is required to meet the LUB requirements.
	<i>(vi) any other relevant matter of planning concern.</i>	
d)	that the proposed development 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 plan shows 20 to 30 m setbacks from Eastern Lake and the wetland. Only boardwalks with viewing stations are constructed in the buffer/setback.
e)	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
IM-6	Providing that the intentions of all other policies are satisfied, Council may, for the purpose of providing for the development of similar uses on properties which abut one another, consider the following amendments to the land use by-law, for lands which are located where any land use designations abut one another, as shown on Map 1 - Generalized Future Land Use:	
a)	amendments within a designation to provide for the development of uses which are permitted within the abutting designation by rezoning or development agreement, in accordance with the same conditions prescribed within that abutting designation; or	The Residential B Designation which applies to a portion of the subject lands allows Commercial Recreation through a Development Agreement (RB-11). This policy provision enable a development agreement to be considered on the lands which are designated Rural Residential -A.
b)	amendments within a designation to provide for the development of uses which are permitted within the zone on the abutting property.	Not Applicable

Attachment C

HALIFAX REGIONAL MUNICIPALITY
Public Information Meeting
Case 22288

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

Wednesday, September 18, 2019
7:00 p.m.
East Dover Community Centre

STAFF IN

ATTENDANCE: Maria Jacobs, Planner, HRM Planning and Development
Alden Thurston, Planning Technician, HRM Planning and Development
Cara McFarlane, Planning Controller, HRM Planning and Development

ALSO IN

ATTENDANCE: Councillor Steve Adams, District 11
David Cahill, Applicant, Wilderness Stays

PUBLIC IN

ATTENDANCE: Approximately 49

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

1. Call to order, purpose of meeting – Maria Jacobs

M. Jacobs is the Planner and Facilitator for the application and introduced the area Councillor, HRM Staff members and the Applicant. A number of Dalhousie University students (approximately 25) were present in the audience to observe the meeting for a course requirement.

Case 22288 - Application by David Cahill to enter into a development agreement for a year-round, commercial recreation, low impact, eco-tourism development on PIDs 40853376, 40065195, 41295999, 40853368, 41296401 off Highway 333, McGraths Cove.

The purpose of the Public Information Meeting (PIM) is to:

- Identify the proposal site, highlight the proposal and explain the process;
- Give the Applicant an opportunity to present the proposal; and
- Receive public feedback and input regarding the proposal that will be used to prepare the staff report and go forward with this application.

No decisions are made at the PIM or have been made up to this point.

2. Presentation of Proposal – Maria Jacobs

M. Jacobs gave a brief presentation of the proposal for the subject lands off Highway 333 in McGraths Cove (fronting on Eastern Lake), outlining the status of the application, the Applicant's request for a development agreement, site context of the subject land (images from different views), the proposal (5-year site plan, Traffic Impact Statement (TIS) – approval has been given for the driveway access, right-of-way permit and permit for a shed), the land designations (Residential B and Rural Residential A) and enabling Planning Policies [RB-11 (Development

Agreement required for a Commercial Recreation Use) and IM-6 (Abutting Designations)] within the Planning District 4 (Prospect) Municipal Planning Strategy and the Zoning [RB-1 (Residential B-1) and RRA-1 (Rural Residential A-1) Zones] within the Planning District 4 (Prospect) Land Use By-law (LUB).

Presentation of Proposal – David Cahill, Wilderness Stays

D. Cahill gave some background information and presented the proposal for the subject properties outlining the proposed 1- and 5-year site plan, camping facilities (heated with Rocket Mass Heaters), recreation activities (trails, boating, rock climbing/bouldering), and waste management / environmental sensitivities.

3. Questions and Comments

John Little, East Dover (own lands on the other side of Eastern Lake) is concerned about the development and opposes the proposal. The lake is very small and this type of activity will cause a lot of disruption to the area and doesn't see how the proposal will be low impact and eco-friendly. **D. Cahill** said the alternative would be to build as-of-right within the zoning requirements of the LUB and wouldn't be as low impact or eco-friendly. The road size is dictated by the fire department and not yet complete.

Jennifer Veres, East Dover – Will someone be living on the site year-round? Where is the water supply coming from (drilling, cisterns)? **D. Cahill** plans to have multiple water collection methods, potentially a couple of drilled wells as backup depending on the amount of surface water. **D. Cahill** plans to move to the site once it has been developed.

Jill, Dartmouth supports the proposal. What could potentially be the highest impact resulting from the development? What does the waste plan detail? **D. Cahill** said if the application is approved, the waste management plan will be submitted before applying for any permits but described the plans for the site. A peat composting system will be used.

Douglas Scott, McGraths Cove asked about watercourse setbacks. **D. Cahill** has been in touch with Department of Environment (DOE). There is a watercourse setback of 20 to 30 metres (depending on slope) dictated by the HRM Regional Plan and the By-law for the plan area for development of structures but trails, boardwalks and boat launches with shed are permitted. **D. Scott** asked if there will be one boat launch area or will the entire frontage of the lake be used. **D. Cahill** mentioned that he would like for everyone to enjoy the entire lake. **D. Scott** – Will the campsites be hidden? **D. Cahill** – Ideally every location will have their privacy. **D. Scott** sees some clearing activity on the site now but **D. Cahill** mentioned a pathway had to be created in order to survey the property and eventually a road would be created there to access a utility area. **D. Scott** does not want to see this proposal impede current activities on the lake.

Wade Zinck, Scotts Point has concerns about sewage contaminating the lake and the lake system. Also, the location of the access point to the property is very dangerous due to speeding on the Prospect Road.

D. Cahill said a TIS was completed and as a result the resulting access location was approved by Nova Scotia Transportation and Infrastructure Renewal.

Matthew Duffy, McGraths Cove would like for the PIM Presentation to be shared with the public. **M. Jacobs** directed the audience to the Case Details page for Case 22288 on the website which contains information on the proposal.

A resident asked if Department of Transportation (DOT) was involved as to where the access point should be located. How many people are involved in Wilderness Stays? Is someone required to stay onsite 24 hours per day? Will alcohol be permitted and are there any policies in place? Are the trails simply walking trails or are there camping sites along the trails? Will you be catering to camper trailers? Will the sites be in a concentrated area? Will garbage and recycling be the responsibility of the owner of camper? Why was this meeting not held before any construction was done on the property? Will the fire department be able to extinguish a fire at the furthest campsite? **D. Cahill** did check with DOT and provided HRM with a Traffic Impact Statement performed by a third-party engineer. Once the development is complete, the idea is to employ local residents (around 5) and D. Cahill plans to live on the site. The campground will be marketing towards couples and small families; therefore, alcohol shouldn't be an issue but if need be at the time, steps will be taken to deal with the problem. The walking trails will be between and amongst the campsites although the sites will be private. The campground will have large canvas tipi and Frontier style tents already established and trailers will not be permitted. The camping sites will be spread throughout the property. Wilderness Stays will have a system in place for cleanup on a daily basis. Permits were issued for work done on the property to date but now a development agreement needs to be approved to continue with the campsites. The Fire Marshall dictated where the road should be located on the site.

Kevin, Halifax, Planning Student supports the proposal. The alternative of three residential houses would have more a significant impact.

J. Little, referring to Peggys Cove, does not understand how anyone can approve that level of commercialization of such a beautiful place and does not want to see anything remotely similar happen in this area.

Jill wondered about safety protocols for the rock climbing/bouldering and specific times during the day for events. **D. Cahill** explained that Wilderness Stays will supply the ropes and they will be removed and access restricted outside of the climbing hours.

D. Scott is concerned about the impact on the environment and the people and wondered how the community will benefit from the proposal. How will the wildlife be impacted? What will you do as an alternative to this proposal? **D. Cahill** would like the site to get to the point of creating employment for local residents/companies, the public can enjoy the lake and there will be an abundance of fertilizer from the compost. Consultation will take place with local experts on the type of wildlife in the area and how to preserve what is there but deter unwanted wildlife. If this application is not approved, D. Cahill will look at as-of-right possibilities.

Ellie, Planning Student wondered if there were some examples of similar sites nearby. **D. Cahill**, basing the proposal on the Lake District in England, wasn't aware of any that would compare to this particular proposal (more upscale, mature and well-managed).

M. Duffy asked about occupancy per structure on the campsites. **D. Cahill** intends for two or three people per structure.

W. Zinck wondered how many tax payers' dollars will be used.

M. Duffy supports the proposal as currently presented and can't perceive the development creating a big impact on the area by bringing in more tourists.

A resident asked for clarification on the heating system. Are they contained? How will visitors know how to use the heaters? **D. Cahill** explained the idea is to look for a heat source that is simple to use and explained how the Rocket Mass Heater system functions. Each heater will be WETT Certified and instructions for use will be posted at each campsite.

4. Closing Comments

M. Jacobs thanked everyone for coming, expressing their comments and welcomed residents to mingle and ask questions following this formal portion of the public meeting.

5. Adjournment

The meeting adjourned at approximately 8:20 p.m. The hall was open until 8:55 for residents to mingle and ask questions.