



P.O. Box 1749
Halifax, Nova Scotia
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Item No. 13.1.2
North West Community Council
January 16, 2023

TO: Chair and Members of North West Community Council

Original Signed

SUBMITTED BY:

Kelly Denty, Executive Director of Planning and Development

DATE: January 3, 2023

SUBJECT: **Case 24205: Development Agreement for a Conservation Design
Development on Hemlock Drive (PID 41180779), Upper Tantallon**

ORIGIN

Application by Zzap Consulting Inc.

LEGISLATIVE AUTHORITY

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

RECOMMENDATION

It is recommended that North West Community Council:

1. Give notice of motion to consider the proposed development agreement, as set out in Attachment A, to allow a conservation design development on Hemlock Drive (PID 41180779) in Upper Tantallon 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 development 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

Zzap Consulting Inc. is applying for a development agreement to allow a High Density Classic Conservation Design Development, consisting of twenty single unit dwellings on Hemlock Drive (PID 41180779) in Upper Tantallon. The proposal is a condominium-style form of development where access to the dwellings is provided via a common shared private driveway. This form of development is enabled under Policies S-14 and S-17 of the 2014 Regional Plan. The subject site is within a Rural Growth Centre, which enables consideration of higher densities.

Conservation Design Developments (CDD) were introduced under the 2006 Regional Plan and are the manner by which larger scale residential subdivisions may be considered in rural areas of the Municipality. The intent of CDD developments is to conserve open space in a contiguous form and protect sensitive environmental features while enabling appropriate residential densities. Building sites are generally located on portions of a property best suited for development, while the remainder of the site is retained as Common Open Space for active and passive recreation purposes as well as for the location of infrastructure required to service the development.

There are three types of CDD enabled through the Regional Plan- *High Density Classic*, *Low Density Classic*, and *Hybrid*. The type of CDD and the available density ratio is set out in Table 3-4 of the Regional Plan, and is determined by the location of the site within a Rural Growth Centre and the type of available servicing. The density calculation is based on the Net Developable Area, defined as “the gross area of a property excluding riparian buffers and wetlands, bare rock, slopes in excess of 30% and floodplains”. The Regional Plan requires that a percentage of the Net Developable Area be conserved as Common Open Space, and this percentage varies depending on the type of CDD proposed.

Subject Site	Hemlock Drive (PID 41180779)
Location	East side of Hemlock Dr., North of Parklyn Court, Upper Tantallon
Regional Plan Designation	RC (Rural Commuter)
Community Plan Designation (Map 1)	MUA (Mixed Use A)
Zoning (Map 2)	R-A1 (General Residential)
Size of Site	15.8 hectares (39.2 acres)
Street Frontage	66.6 metres (218.55 feet)
Current Land Use(s)	Vacant
Surrounding Use(s)	Single unit residential

Proposal Details

The applicant proposes to develop a 15.8 hectare parcel of land for a Conservation Design Development (CDD) consisting of twenty single unit dwellings, accessed by a common shared private driveway. This is a condominium-style form of development meaning that all the dwellings will be located on one lot, rather than on individual lots. Units on this lot will share infrastructure such as access, on-site wells and septic systems.

The major aspects of the proposal are as follows:

- Twenty single unit dwellings;
- Single driveway access from Hemlock Drive;
- Serviced with individual on-site wells and septic systems; and
- 61% of the subject property is conserved as open space, including all ecologically sensitive areas.

Enabling Policy and LUB Context

The subject site is designated MUA (Mixed Use A) under the Planning Districts 1 and 3 Municipal Planning Strategy (MPS) and zoned R-A1 (General Residential) under the Planning Districts 1 and 3 Land Use By-Law (LUB). Under the Regional Plan, the site is designated RC (Rural Commuter) and located within the Upper Tantallon Growth Centre, as identified on Map 13B. Conservation Design is enabled under the

Regional Plan for properties designated RC and may be considered for a higher density when located within a Rural Growth Centre. The lands are therefore eligible for a *High Density Classic* form of Conservation Design development under Policy S-14 of the Regional Plan. Policies S-17 and G-15 of the Regional Plan provide the criteria for consideration in reviewing the proposal.

Policy G-18 of the Regional Plan allows completed planning applications filed prior to August 12, 2022 to continue to be considered under the policies in effect immediately prior to that date. The planning application for this proposal was deemed complete in April of 2022, and therefore is being considered under the previous Conservation Design Development policies.

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, and a fact sheet mailed to property owners within the notification area. Attachment C contains the Engagement Summary. The public comments received include the following topics:

- Groundwater and water table capacity concerns
- Access and egress concerns
- Traffic impacts
- Noise generation during construction
- Environmental impacts
- Impact to local trails

A public hearing must be held by North 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 advertisement on the HRM webpage, 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 and property owners.

DISCUSSION

Staff have reviewed the proposal relative to all relevant policies and advise that it is reasonably consistent with the intent of the Regional Plan (the enabling policies). 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:

- Permitted uses;
- Concept design;
- On-site servicing;
- Common shared private driveway standards;
- Common open space permissions and requirements; and
- Non-substantive amendments including alterations to the Concept Plan and time extensions.

The attached development agreement permits twenty (20) single unit dwellings accessed from Hemlock Drive by a common shared private driveway. 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.

Site Suitability and Design

The subject property is located within the Upper Tantallon Rural Growth Centre, as identified on Map 13B of the Regional Plan, and is therefore enabled a *High Density Classic* form of CDD. Table 3-4 of the Regional Plan permits a maximum density of one unit per 0.5 hectares of Net Developable Area for developments that are serviced with a groundwater supply and requires approximately 50% of Net Developable Area be conserved as Common Open Space. The subject property is 15.8 hectares (39 acres) in area, of which 3.35 hectares (8.3 acres) have been identified as Primary Conservation Area. The remaining 12.51 hectares (30.9 acres), or 78% of the property, is considered Net Developable Area. The proposed Developable Area totals 6.2 hectares (15.3 acres) which is approximately 50% of the Net Developable Area. The remaining Net Developable Area combined with the identified Primary Conservation Areas (accumulatively 61% of the total area) are conserved as Common Open Space where activity is limited to conservation uses, passive recreation, trails, and necessary servicing infrastructure, as shown on Attachments D and E.

The Primary Conservation Area, which is conserved as Common Open Space, includes environmentally sensitive areas such as steep slopes, riparian buffers, wetlands and watercourses. The identification and conservation of these features influence the design of the development by forcing the common shared private driveway and single unit dwellings to be clustered within the Developable Area, leaving the Common Open Space as contiguous and undisturbed forest. This site design satisfies Policy G-15 which requires consideration of the steepness of grades, soil and geological conditions, locations of watercourses, marshes, bogs and susceptibility to flooding, and Policy S-17 which outlines site design criteria such as connectivity of open space and retention of natural drainage systems, wetlands and other natural detention storage areas. (See Attachments D and E).

Land Use Compatibility

Policy G-15 outlines criteria for consideration such as land use compatibility. The subject property is located within Westwood Hills, which is an established neighbourhood consisting of single unit dwellings on individual 1-2 acre lots, serviced with on-site well and septic systems. The proposed CDD development is compatible with this neighbourhood as it continues the single unit dwelling development pattern, while also providing adequate separation between the proposed development and the existing dwellings. No other land uses are permitted by the proposed Development Agreement aside from home-based businesses, as regulated by the LUB, and conservation uses in the Common Open Space. Secondary and backyard suites are not permitted by the proposed Development Agreement, as the Common Shared Private Driveway is only capable of serving a maximum of 20 dwelling units, as per Policy S-17.

Access, Egress, and Traffic Generation

Policy G-15(a)(iv) requires Council to consider the adequacy of road networks leading to or within the development. The applicant submitted a Traffic Impact Study which was reviewed and accepted by HRM Development Engineering and HRM Traffic Management. Traffic generation, access to and egress from the site are not anticipated to create any conflicts.

The development is proposed to be accessed from Hemlock Drive via a common shared private driveway, as enabled by Policy S-17. The proposed development agreement provides minimum standards for the common shared private driveway which have been approved by HRM Development Engineering. Each single unit dwelling site will have its own driveway access from the common shared private driveway and be required to provide a minimum of 2 parking spaces. This will minimize parking on the shared driveway and help to ensure there is adequate space available for emergency and service vehicles.

Groundwater Capacity

Where a proposed development is to be serviced by a groundwater supply, Policy S-17 requires that a hydrogeological assessment be conducted by a qualified professional. A Level I Groundwater Assessment was submitted by the applicant. The assessment determined that there is an adequate supply of groundwater to service the development without adversely affecting groundwater supply in adjacent developments. A third party review agency contracted by HRM found the assessment to be acceptable in terms of the completeness and consistency with the Nova Scotia Environment and Climate Change Guide

and industry standards. The review agency indicated that the relative risk within HRM for inadequate groundwater quality or quantity is moderate, but not high, and recommended that a Level II Assessment, which is a more vigorous analysis of the property, be required prior to construction. This requirement has been incorporated into the proposed development agreement, along with further recommendations for the Level II Assessment. Should the Level II Assessment determine that there is inadequate groundwater capacity to service all 20 single unit dwellings, the proposed development agreement requires the number of permitted dwellings be reduced to the point where there is an adequate supply of groundwater.

Priority Plans

In accordance with Policy G-14A of the Halifax Regional Plan, this planning application was assessed against the objectives, policies and actions of the priorities plans, inclusive of the Integrated Mobility Plan, the Halifax Green Network Plan, HalifACT, and Halifax's Inclusive Economic Strategy 2022-2027. While these priority plans often contain policies which were originally intended to apply at a regional level and inform the development of Municipal Planning Strategy policies, there are still components of each plan which can and should be considered on a site by site basis. Where conflict between MPS policy and priority plan policy exists, staff must weigh the specificity, age, and intent of each policy, and consider how they would be applied to a specific geographic context. In this case, the following policy was identified to be most relevant to this application, and as such was used to inform the recommendation within this report:

Policy S-17(k) of the Regional Plan directs consideration of the connectivity of natural networks with any open space on adjacent parcels, generally shown as Important and Essential Corridors on Map 5, the Green Network Ecology Map of the Green Network Plan. The subject property does not appear to be within the vicinity of an identified Essential or Important Corridor, as shown on Map 5. The proposed layout of the development is such that the single unit dwellings are located in a cluster, and the Common Open Space is contiguous with the vacant forested land on the adjacent properties to the north and east. This property provides infill development within an existing neighbourhood of single unit dwellings, while also conserving much of the property as forest. Therefore, staff advise that the location and design of the proposed development satisfies the objectives the Halifax Green Network Plan with respect to Map 5: Green Network Ecology Map.

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 Regional Plan. Staff advise that the proposed development is compatible with the scale and form of existing land uses of the surrounding neighbourhood. Aspects such as traffic generation, groundwater capacity, and ecological corridors have been considered and regulated accordingly in the proposed development agreement. Therefore, staff recommend that the North West 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 2022-2023 operating budget for Planning and Development.

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

No concerns were identified beyond the considerations raised in this report.

ALTERNATIVES

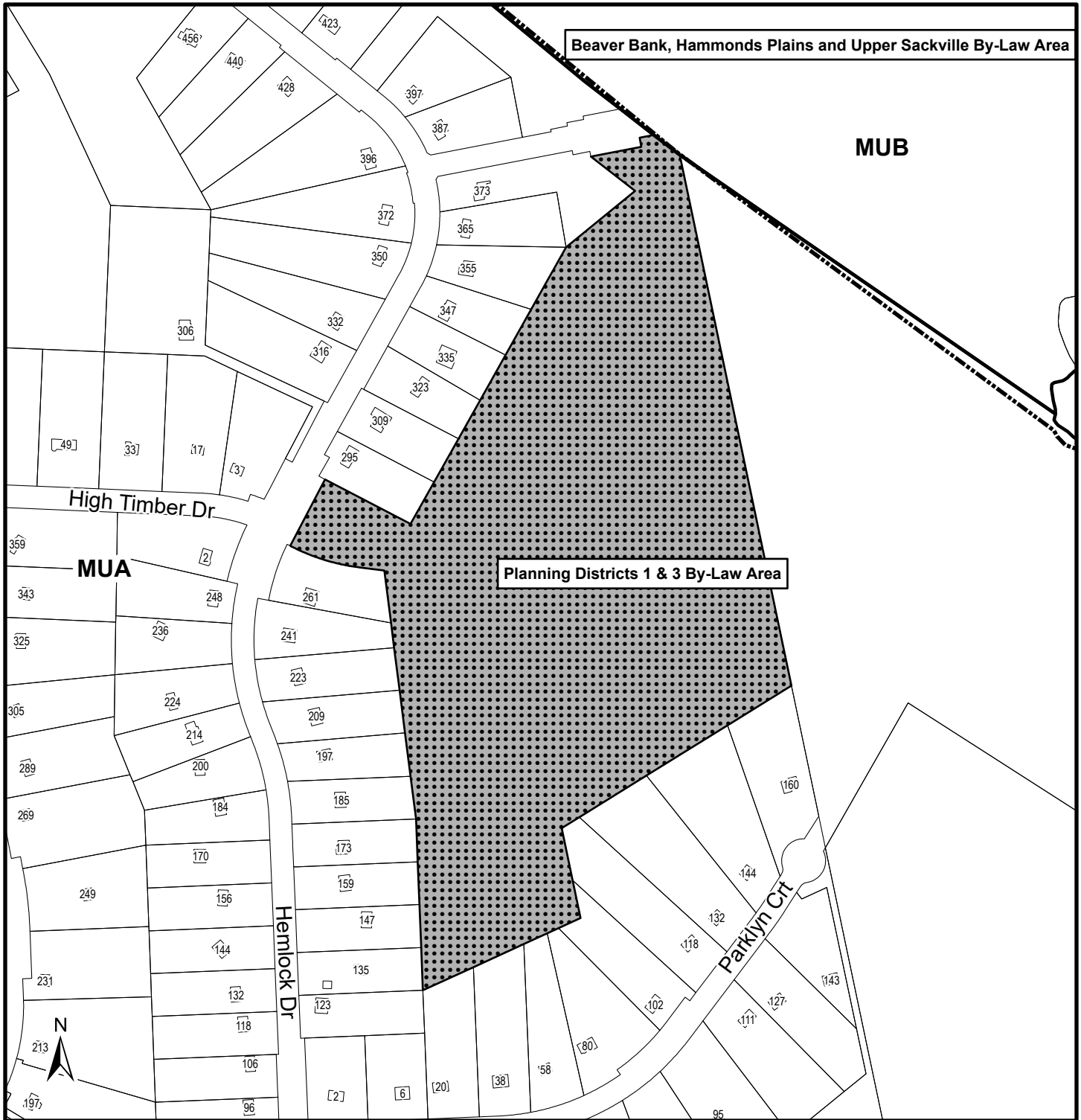
1. North West Community Council may choose to approve the proposed development agreement subject to modifications. Such modifications may require further negotiation with the applicant and may require a supplementary report or another public hearing. A decision of Council to approve this development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

ATTACHMENTS

Map 1:	Generalized Future Land Use
Map 2:	Zoning and Notification Area
Attachment A:	Proposed Development Agreement
Attachment B:	Review of Relevant MPS Policies
Attachment C:	Summary of Public Engagement
Attachment D:	Net Developable Area Map
Attachment E:	Developable Area Map

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: Claire Tusz, Planner II, 902.430.0645



Beaver Bank, Hammonds Plains and Upper Sackville By-Law Area

MUB

Planning Districts 1 & 3 By-Law Area

High Timber Dr

MUA

Hemlock Dr

Parklyn Ct




Map 1 - Generalized Future Land Use

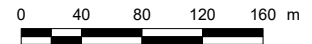
PID 41180779 Hemlock Dr,
Upper Tantallon

HALIFAX

Designation

 Subject Property

Planning Districts 1 & 3 MUA Mixed Use "A"

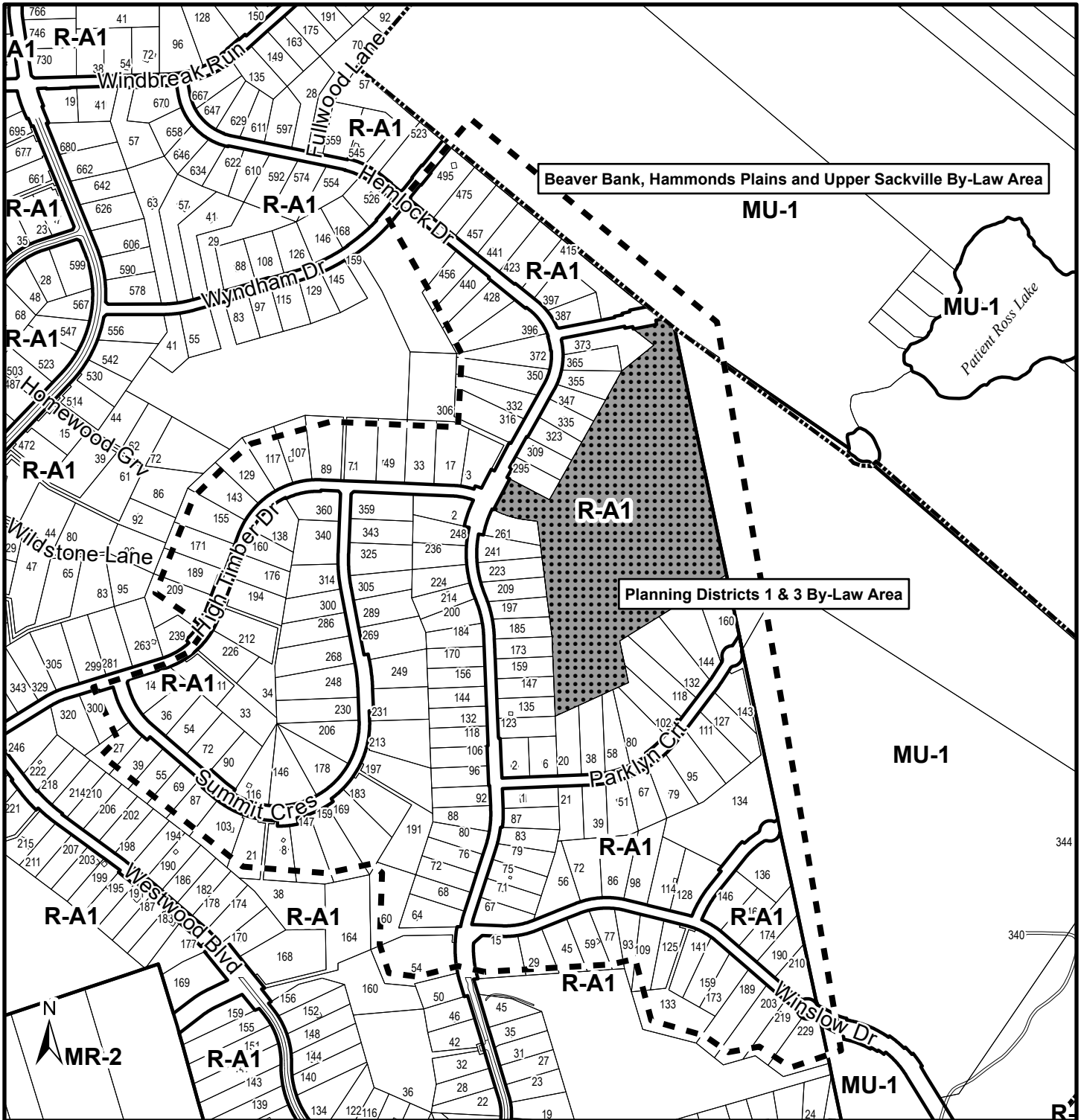


Planning Districts 1 & 3
Land Use By-Law Area
Beaver Bank, Hammonds Plains
and Upper Sackville
Land Use By-Law Area

Beaver Bank, Hammonds Plains
and Upper Sackville MUB Mixed Use "B"



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.



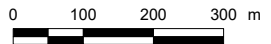
Map 2 - Zoning and Notification Area

PID 41180779 Hemlock Dr,
Upper Tantallon

-  Subject Property
-  Area of Notification

Planning Districts 1 & 3
Land Use By-Law Area
Beaver Bank, Hammonds Plains
and Upper Sackville
Land Use By-Law Area

- Zone**
- R-A1 General Residential
 - MR-2 Mixed Resource
 - MU-1 Mixed Use 1



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
DRAFT 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")

- and -

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

OF THE SECOND PART

WHEREAS the Developer is the registered owner of certain lands located at PID 41180779, Hemlock Drive, Upper Tantallon and which said lands are more particularly described in Schedule A hereto (hereinafter called the "Lands");

AND WHEREAS the Developer has requested the Municipality enter into a Development Agreement to allow for a High Density Classic Conservation Design Development on the Lands pursuant to the provisions of the *Halifax Regional Municipality Charter* and pursuant to Policies S-14 and S-17 of the 2014 Regional Municipal Planning Strategy and Part 8 of the Planning Districts 1 and 3 (St. Margarets Bay) Land Use By-law;

AND WHEREAS the North West Community Council approved this request at a meeting held on **[Insert - Date]**, referenced as Municipal Case 24205;

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 applicable Land Use By-law shall not be permitted.

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 wastewater system, water supply system, stormwater sewer and management 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 Lands

- 1.7.1 The Developer hereby represents and warrants to the Municipality that the Developer is the owner of the Lands and that all owners of the Lands have entered into this Agreement.

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:

High Density Classic Conservation Design Development means a residential development enabled under Policy S-14 of the Regional Municipal Planning Strategy (2014) which has a maximum development density of 1 dwelling unit per 0.5 hectares and where approximately 50% of the Lands are retained in ownership of an individual, land trust, condominium corporation, or the Municipality;

Common Open Space means the portion of the Lands not designated as Developable Area that shall not be used for development, with the exception of septic fields, conservation-related uses and trails which may be permitted in the Common Open Space.

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 Single Unit Dwelling Driveways.

Developable Area means the portion of the Lands where development and site disturbance shall be located for individual and common uses, such as but not limited to the Common Shared Driveway and for single unit dwellings and related uses such as but not limited to single unit dwelling driveways, accessory buildings, lawns, grading alterations, on-site water systems and on-site septic systems.

Developer means the owner of the Lands who is responsible for development and infrastructure maintenance on the Lands as set out in this Agreement. The Condominium Corporation(s) or subsequent property owner(s) are considered as the Developer if and when they become the legal owner of the Lands.

Footprint means the area of a building, including land over which the building projects, but excluding any area below the eaves of a roof, and excluding any portion not covered by a roof, such as unsheltered steps, verandas or decks.

Net Developable Area means the gross area of a property excluding riparian buffers and wetlands, bare rock, slopes in excess of 30% and floodplains.

Primary Conservation Area means the areas of the Lands that include riparian buffers, wetlands, slopes exceeding 30%, and floodplains, environmentally sensitive areas, archaeological sites and other areas of high ecological value.

Single Unit Dwelling Driveway means a driveway providing access to a single unit dwelling from the Common Shared Private Driveway.

PART 3: USE OF LANDS, SUBDIVISION AND DEVELOPMENT PROVISIONS

3.1 Schedules

3.1.1 The Developer shall develop the Lands in a manner, which, in the opinion of the Development Officer, conforms with the following Schedules attached to this Agreement and filed in the Halifax Regional Municipality as Case Number 24205:

Schedule A	Legal Description of the Lands(s)
Schedule B	Concept Plan
Schedule C	Stormwater Management Plan
Schedule D	Common Shared Private Driveway Standards

3.2 General Description of Land Use

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

- (a) 20 Single Unit Dwellings;
- (b) Accessory buildings and structures, as specified in this Agreement; and
- (c) Home businesses in conjunction with a permitted dwelling, as specified in this Agreement.

3.3 Detailed Provisions for Land Use

3.3.1 The structures on the Lands permitted by this Agreement shall comply with the following:

- (a) Single unit dwellings shall:
 - (i) Be sited in within the Developable Area as shown on Schedule B; and
 - (ii) Not exceed a maximum of 35 feet in height.
- (b) Accessory buildings and structures shall:
 - (i) Not be located within any Common Open Space;
 - (ii) Not exceed a maximum height of 15 feet; and
 - (iii) Not exceed a maximum footprint of 750 square feet.

3.3.2 Home business uses shall comply with the requirements of the applicable Land Use By-law.

3.4 Subdivision of the Lands

3.4.1 Subdivision required for separate Condominium Corporation(s) shall be permitted on the Lands.

3.5 Requirements Prior to Permit Approval

3.5.1 In addition to the requirements of this Agreement, the Developer shall provide a Level II Hydrogeological Assessment, completed by a Qualified Professional, that determines water quantity levels for the development. Required testing and analysis shall adhere to the following conditions:

- (a) Testing shall occur prior to the commencement of any site clearing or tree removal beyond that which is required to carry out these provisions;
- (b) To complete testing, the Developer is permitted to clear only one pathway which shall not exceed 6 meters (19.68 feet) in width, and which shall not be located within a Primary Conservation Area;
- (c) Testing and analysis shall meet the requirements of the Regional Subdivision By-law as amended from time to time;
- (d) A minimum of three wells should be drilled and tested as part of the Level II Assessment.

- (i) The length of pumping tests should be a minimum of 24 hours;
 - (ii) A minimum of one test should be conducted for a duration of minimum 72 hours;
 - (iii) Test wells should be placed in the far south, east-central, and northern parts of the subject property; and
 - (iv) As many observation wells as possible should be used to quantify interference effects.
- (e) The Level II Assessment should include further discussion of aquifer storage, including storage tanks and reservoirs
- (f) Level II Assessment should include discussion of treatment options and costs (capital and operating).
- (g) If analysis identifies insufficient quantity in the local aquifer for the total number of dwellings, the number of permitted single unit dwellings shall be reduced to a point where there is adequate groundwater, and existing dwellings on adjacent properties will not be impacted.

3.6 Common Open Space

- 3.6.1 The amount of Developable Area and Common Open Space shall be as generally shown on Schedule B.
- 3.6.2 A minimum of 50% of the Net Developable Area shall be retained as Common Open Space. The Common Open Space cannot be used for any purpose other than stormwater management infrastructure as generally shown on Schedule C, on-site wastewater and water systems where necessary, conservation related uses, and trails constructed in accordance with this Agreement.
- 3.6.3 Changes to Schedule B are permitted with the approval of the Development Officer, provided a minimum of 50% of the Net Developable Area and all primary conservation areas are retained as Common Open Space.
- 3.6.4 No development, tree removal or grade alteration shall be permitted within the Common Open Space identified on Schedule B, except where approved in writing by the Development Officer for the following:
- (a) Trail development; or
 - (b) To remove fallen trees or dead debris that poses a fire or safety risk; or,
 - (c) To remove a tree that is dead, dying or in decline which present a danger to private property, public infrastructure or other natural trees and vegetation.
- 3.6.5 Prior to granting approval for any removal pursuant to 3.6.4 the Development Officer may require that the Developer or subsequent property owner engage a Certified Arborist, Forester or Landscape Architect to certify in writing that the timber or debris poses a fire or safety risk, that the tree poses a danger to people or property, or that it is in severe decline.
- 3.6.6 If trees are removed or tree habitat is damaged beyond repair in the Common Open Space as identified on Schedule B, the Developer or subsequent property owner 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.
- 3.6.7 Trails permitted within the Common Open Space under this Agreement shall not exceed a width of three (3) metres (9.84 feet).

3.7 Common Shared Private Driveway

- 3.7.1 Access to the single unit dwellings is through the Common Shared Private Driveway.
- 3.7.2 The Common Shared Private Driveway shall be sited as shown on Schedule B of this Agreement.

3.7.3 The Common Shared Private Driveway shall be constructed in accordance with the Standards identified in Schedule D of this Agreement.

3.8 Single Unit Dwelling Driveway

3.8.1 Each Single Unit Dwelling Driveway shall provide a minimum of two (2) parking spaces per single unit dwelling.

3.8.2 Each Single Unit Dwelling Driveway, including parking spaces, shall be hard surfaced or gravelled.

3.9 Maintenance

3.9.1 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 buildings, the Common Shared Private Driveway, Single Unit Dwelling Driveways, trails, and the maintenance of all landscaping including the replacement of damaged or dead plant stock, trimming, and litter control.

3.10 Signage

3.10.1 A maximum of one ground sign shall be permitted at the entrance to the Common Shared Private Driveway to denote the Community name. The location of such sign shall require the approval of the Development Officer and Development Engineer. The maximum height of such sign inclusive of support structures shall not exceed 10 feet (3.05 m) and the face area of any sign shall not exceed 50 square feet (4.65 sq. m.). All such signs shall be constructed of natural materials such as wood, stone, brick, enhanced concrete or masonry. The only illumination permitted shall be low wattage, shielded exterior fixtures.

3.10.2 Ornamental plants shall be planted and maintained around the entire base of the sign as required landscaping.

3.10.3 Signage relating to home business uses shall comply with the requirements of the applicable Land Use By-law.

3.11 Temporary Construction Building

3.11.1 A building shall be permitted on the Lands for the purpose of housing equipment, materials and office related matters relating to the construction and sale of the development in accordance with this Agreement. The construction building shall be removed from the Lands prior to the issuance of the last Occupancy Permit.

3.12 Reinstatement

3.12 All disturbed areas shall be reinstated to original condition or better.

PART 4: STREETS AND MUNICIPAL SERVICES

4.1 General Provisions

4.1.1 All design and construction of primary and secondary service systems shall satisfy the most current edition of the Municipal Design Guidelines and Halifax Water Design and Construction Specifications 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

- 4.2.1 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 Development Engineer.

4.3 On-Site Water System

- 4.3.1 The Lands shall be serviced through a privately operated on-site water supply system.
- 4.3.2 The privately operated on-site water supply system shall be located within the Developable Area. Notwithstanding, an on-site water system may be permitted within the Common Open Space if placement within the Developable Area is not attainable. Privately operated on-site water supply may be either individual or shared wells or a combination thereof.

4.4 On-Site Wastewater Systems

- 4.4.1 The Lands shall be serviced through privately owned and operated wastewater systems. The Developer agrees to have prepared by a qualified professional and submitted to the Municipality, the NS Department of the Environment and Climate Change and any other relevant agency, a design for all private wastewater systems.
- 4.4.2 The privately operated on-site wastewater systems shall be located within the Developable Area. Notwithstanding, on-site wastewater systems may be permitted within the Common Open Space if placement within the Developable Area is not attainable. Privately operated on-site wastewater systems may be individual or shared systems or a combination thereof.

PART 5: ENVIRONMENTAL PROTECTION MEASURES

5.1 Private Stormwater Facilities

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

5.2 Stormwater Management Plans and Erosion and Sedimentation Control Plan

- 5.2.1 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:
- (a) Have been issued a Grade Alteration Permit in accordance with By-law G-200 Respecting Grade Alteration and Stormwater Management Associated with Land Development, as amended from time to time and which generally aligns with Schedule D.

5.3 Archaeological Monitoring and Protection

- 5.3.1 The Lands fall within the High Potential Zone for Archaeological Sites identified by the Province of Nova Scotia. The Developer shall contact the Coordinator of Special Places of the Nova Scotia Department of Communities, Culture and Heritage prior to any disturbance of the Lands and the Developer shall comply with the requirements set forth by the Province of Nova Scotia in this regard.

5.4 Sulphide Bearing Materials

- 5.4.1 The Developer agrees to comply with the legislation and regulations of the Province of Nova Scotia with regards to the handling, removal, and disposal of sulphide bearing materials, which may be found on the Lands.

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 in a matter consistent with the *Halifax Regional Municipality Charter*.
- (a) The granting of an extension to the date of commencement of construction as identified in Section 7.3 of this Agreement;
 - (b) The granting of an extension to the length of time for the completion of the development as identified in Section 7.4 of this Agreement; and
 - (c) Relocation of the Common Shared Driveway.

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

- 7.1.1 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 the Chief Administrative Officer for the Municipality.
- 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 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 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 6.1.1 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, or at such time that policies applicable to the Lands have been amended, the Municipality 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 For the purpose of this section, completion of development shall mean the issuance of the last Occupancy Permit.

7.4.3 In the event that development on the Lands has not been completed within fifteen (15) years from the date of registration of this Agreement at the Registry of Deeds or Land Registry Office, as indicated herein, the Lands shall conform with the provisions of the Land Use By-law.

7.5 Discharge of Agreement

7.5.1 If the Developer fails to complete the development after fifteen (15) years from the date of execution of this Agreement, the Municipality 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

8.1.1 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 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 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

PROVINCE OF NOVA SCOTIA
COUNTY OF HALIFAX

On this _____ day of _____, A.D. 20____, before me, the subscriber personally came and appeared _____ a subscribing witness to the foregoing indenture who having been by me duly sworn, made oath and said that _____, _____ of the parties thereto, signed, sealed and delivered the same in his/her presence.

A Commissioner of the Supreme Court
of Nova Scotia

PROVINCE OF NOVA SCOTIA
COUNTY OF HALIFAX

On this _____ day of _____, A.D. 20____, before me, the subscriber personally came and appeared _____ the subscribing witness to the foregoing indenture who being by me sworn, made oath, and said that Mike Savage, Mayor and Iain MacLean, Clerk of the Halifax Regional Municipality, signed the same and affixed the seal of the said Municipality thereto in his/her presence.

A Commissioner of the Supreme Court
of Nova Scotia

Schedule A

ALL that certain land situated on the southeastern side of Hemlock Drive in Upper Tantallon, County of Halifax, Province of Nova Scotia shown as Lot 9154 & Lots 9157 to 9162 (Remaining Lands) Incl., on a Plan (Servant, Dunbrack, McKenzie & MacDonald Ltd. Plan No. 71-321-0) of Survey of Lots 9001 To 9152 Incl.; Lot 9153 (Park); Lots 9154 To 9162 Incl.; Lot 624-X; Parcels BC-1; BC-2; HD-1; RR-5; RR-6; RR-7; RR-8; WB-3; WB-4; WD-1; WR-1 & X, Westwood Hills Phase 9A, Subdivision of Lands Conveyed to ECL General Partner IV Limited and Lands Conveyed to Desmond Lambert and Nina Lambert, signed by Robert A. Daniels, N.S.L.S., dated September 12, 2006, revised to March 12, 2007 and being more particularly described as follows:

BEGINNING on the curved eastern boundary of Hemlock Drive (Parcel HD-1) at the southern corner of Road Reserve 5 (Parcel RR-5);

THENCE N 32 degrees 30 minutes 57 seconds E, 10.83 feet along the southeastern boundary of Road Reserve 5 (Parcel RR-5);

THENCE N 79 degrees 04 minutes 45 seconds E, 398.84 feet along the southern boundary of Road Reserve 5 (Parcel RR-5);

THENCE S 10 degrees 55 minutes 15 seconds E, 12.19 feet along the western boundary of Road Reserve 5 (Parcel RR-5);

THENCE N 79 degrees 04 minutes 45 seconds E, 50.00 feet along the southern boundary of Road Reserve 5 (Parcel RR-5);

THENCE S 10 degrees 55 minutes 15 seconds E, 15.00 feet along the western boundary of Road Reserve 5 (Parcel RR-5);

THENCE N 79 degrees 04 minutes 45 seconds E, 150.00 feet along the southern boundary of Road Reserve 5 (Parcel RR-5);

THENCE N 10 degrees 55 minutes 15 seconds W, 27.00 feet along the eastern boundary of Road Reserve 5 (Parcel RR-5);

THENCE N 79 degrees 04 minutes 45 seconds E, 42.76 feet along the southern boundary of Road Reserve 5 (Parcel RR-5) to the southwestern boundary of lands conveyed to Verna Gloria Sager by Indentures recorded at the Registry of Deeds for the County of Halifax in Book 3614, Page 1 and Book 6937, Page 1185;

THENCE S 52 degrees 12 minutes 37 seconds E, 95.60 feet along the southwestern boundary of lands conveyed to Verna Gloria Sager to the northern corner of Lot 1-D lands conveyed to Her Majesty the Queen in the Right of the Province of Nova Scotia by Indenture recorded at the Registry of Deeds for the County of Halifax in Book 7545, Page 854;

THENCE S 11 degrees 53 minutes 16 seconds E, 1581.53 feet along the western boundary of Lot 1-D lands conveyed to Her Majesty the Queen in the Right of the Province of Nova Scotia to the northern corner of Lot 538 lands of Jennifer Florence Anthony & Timothy Alden Anthony;

THENCE S 58 degrees 11 minutes 13 seconds W, 788.49 feet along the northwestern boundary of Lot 538; Lot 539, lands of Stephen Grant Edwards & Carrie Ann Young; Lot 540, lands of Tammy Jane Robertson & Gregory Wayne Robertson and Lot 541, lands of Garnet James Hill & Wendy Ellen Hill;

THENCE S 11 degrees 49 minutes 22 seconds E, 267.72 feet along the western boundary of Lot 541 and Lot 542, lands of Ross Wayne Miller & Maria Cecilia Gemita Miller;

THENCE S 65 degrees 22 minutes 36 seconds W, 505.78 feet along the northwestern boundary of Lot 542; Lot 543, lands of Paul Leamund Williams & Denise Jane Rafael; Lot 544, lands of Barry Vallis & Kathryn Marie Vallis; Lot 545, lands of John Roy Beuree & Jill-Ann B Beuree and Lot 546, lands of Robert Scott Wayte & Hazel Anne Ford to the northeastern corner of Lot 413, lands of Randall Duggan;

THENCE N 02 degrees 18 minutes 27 seconds W, 499.91 feet along the eastern boundary of Lot 414, lands of Richard Thomas Morris & Ann Marie McGowan; Lot 415, lands of Tina Marie Newcombe & Ronald Paul Melanson; Lot 416, lands of Dorita Mary Schmidt & James Walter Schmidt and Lot 417, lands of Thomas Bruce Campbell & Rosalie Ann Campbell to the southeastern corner of Lot 418, lands of Tammy Elizabeth Devine & Julian Vernon Devine;

THENCE N 07 degrees 15 minutes 42 seconds W, 730.60 feet along the eastern boundary of Lot 418; Lot 419, lands of Ronald Kevin Zinck & Mickie Elizabeth Zinck; Lot 420, lands of Daniel Gerrard Chipman &

Sarah Catherine Chipman; Lot 421, lands of Carolyn Joanne Duvar & Christopher E Wirvin; Lot 422, lands of Darrell Willis Boutilier & Tina Christine Hancock and Lot 423, lands of ECL General Partner IV Limited;

THENCE N 82 degrees 50 minutes 10 seconds W, 74.46 feet along the northern boundary of Lot 423 to a point of curvature;

THENCE northwesterly on a curve to the right which has a radius of 592.01 feet for a distance of 211.03 feet along the curved northern boundary of Lot 423 to the southeastern boundary of Hemlock Drive;

THENCE N 27 degrees 35 minutes 15 seconds E, 218.66 feet along the southeastern boundary of Hemlock Drive;

THENCE N 62 degrees 24 minutes 16 seconds W, 20.08 feet along the northeastern boundary of Hemlock Drive to the southern corner of Hemlock Drive (Parcel HD-1);

THENCE N 29 degrees 10 minutes 27 seconds E, 62.43 feet along the southeastern boundary of Hemlock Drive (Parcel HD-1);

THENCE N 60 degrees 49 minutes 33 seconds W, 17.19 feet along the northeastern boundary of Hemlock Drive (Parcel HD-1);

THENCE N 29 degrees 10 minutes 27 seconds E, 221.86 feet along the southeastern boundary of Hemlock Drive (Parcel HD-1);

THENCE S 62 degrees 24 minutes 16 seconds E, 7.19 feet along the southwestern boundary of Hemlock Drive (Parcel HD-1);

THENCE N 29 degrees 10 minutes 27 seconds E, 341.42 feet along the southeastern boundary of Hemlock Drive (Parcel HD-1) to a point of curvature;

THENCE northwesterly on a curve to the left which has a radius of 440.00 feet for a distance of 36.77 feet along the curved southeastern boundary of Hemlock Drive (Parcel HD-1) to the western corner of Lot 9156;

THENCE S 72 degrees 12 minutes 17 seconds E, 321.02 feet along the southern boundary of Lot 9156;

THENCE N 29 degrees 20 minutes 17 seconds E, 208.14 feet along the eastern boundary of Lot 9156 to the southeastern corner of Lot 9155;

THENCE N 09 degrees 37 minutes 05 seconds W, 162.80 feet along the eastern boundary of Lot 9155;

THENCE S 80 degrees 22 minutes 55 seconds W, 346.07 feet along the northern boundary of Lot 9155 to the eastern boundary of Hemlock Drive (Parcel HD-1);

THENCE northerly on a curve to the left which has a radius of 440.00 feet for a distance of 95.26 feet along the curved eastern boundary of Hemlock Drive (Parcel HD-1) to the place of beginning.

CONTAINING 1,998,218 square feet (45.88 Acres).

ALL bearings are Nova Scotia Coordinate Survey System Grid Bearings and are referred to Central Meridian, 64 degrees 30 minutes West.

THE above described Lot 9154 & Lots 9157 to 9162 (Remaining Lands) Incl. being a portion of lands conveyed to ECL General Partner IV Limited by Indenture filed at the Halifax County Land Registration Office as Document No. 84643692.

SUBJECT to Restrictive Covenants as shown in Deed at Document Number 101850510.

SUBJECT to a Utility Service Easement over a portion of the above described Lot 9154 & Lots 9157 to 9162 (Remaining Lands) Incl.; said easement being 15 feet in width and parallel with the eastern boundary of Hemlock Drive (Parcel HD-1) as shown on the above referred to Plan filed at the Halifax Land Registration Office as Plan Number 87773538.

SUBJECT to a Utility Service Easement over a portion of the above described Lot 9154 & Lots 9157 to 9162 (Remaining Lands) Incl.; said easement being 15 feet in width and parallel with the southern

boundary of Road Reserve 5 (Parcel RR-5) as shown on the above referred to Plan filed at the Halifax Land Registration Office as Plan Number 87773538.

SUBJECT to a Temporary Construction Easement situated over a northern portion of the above described Lot 9154 & Lots 9157 to 9162 (Remaining Lands) Incl. and parallel with the southern boundary of Road Reserve 5 (Parcel RR-5) as shown on the above referred to Plan filed at the Halifax Land Registration Office as Plan Number 87773538.

SUBJECT to a signage easement; said easement being 10 feet in width, situated over the northwestern corner of the above described Lot 9154 & Lots 9157 to 9162 (Remaining Lands) Incl. at the southwestern corner of Road Reserve 5 (Parcel RR-5) as shown on the above referred to Plan filed at the Halifax Land Registration Office as Plan Number 87773538.

SUBJECT to a signage easement; said easement being 10 feet in width, situated over the western corner of the above described Lot 9154 & Lots 9157 to 9162 (Remaining Lands) Incl. at the southern corner of Hemlock Drive (Parcel HD-1) as shown on the above referred to Plan filed at the Halifax Land Registration Office as Plan Number 87773538.

SUBJECT to an easement identified as Parcel DE-AB over a portion of the above described Lot 9154 & Lots 9157 to 9162 (Remaining Lands) Incl. in favour of Halifax Regional Municipality filed in Book 6333, Page 477 as shown on the above referred to Plan filed at the Halifax Land Registration Office as Plan Number 87773538.

SUBJECT TO restrictive covenants as described in a Deed recorded at the Halifax County Land Registration Office on January 12, 2021 as Document No. 117797317.











Savings & excepting Lot 9160 and Lot 9161 as shown on registered plan number 90400780 recorded in the Land Registration Office for Halifax Regional Municipality.

Saving & excepting Lot 9157, Lot 9158 and Lot 9159 as shown on registered plan number 90622250 recorded in the Land Registration Office for Halifax Regional Municipality.

Saving & excepting Lot 9154 as shown on registered plan number 98832786 recorded in the Land Registration Office for Halifax Regional Municipality.

Subject to Restrictive Covenants at Deed recorded October 30, 2012 as Document No. 101850510.

LEGEND

-  SITE BOUNDARY
-  ADJACENT BOUNDARY
-  COMMON SHARED PRIVATE DRIVEWAY
-  WETLAND
-  20M RIPARIAN BUFFER
-  COMMON OPEN SPACE
-  DEVELOPABLE AREA
-  SINGLE UNIT DWELLING DRIVEWAY
-  SINGLE UNIT DWELLING
-  ON-SITE SEPTIC SYSTEM



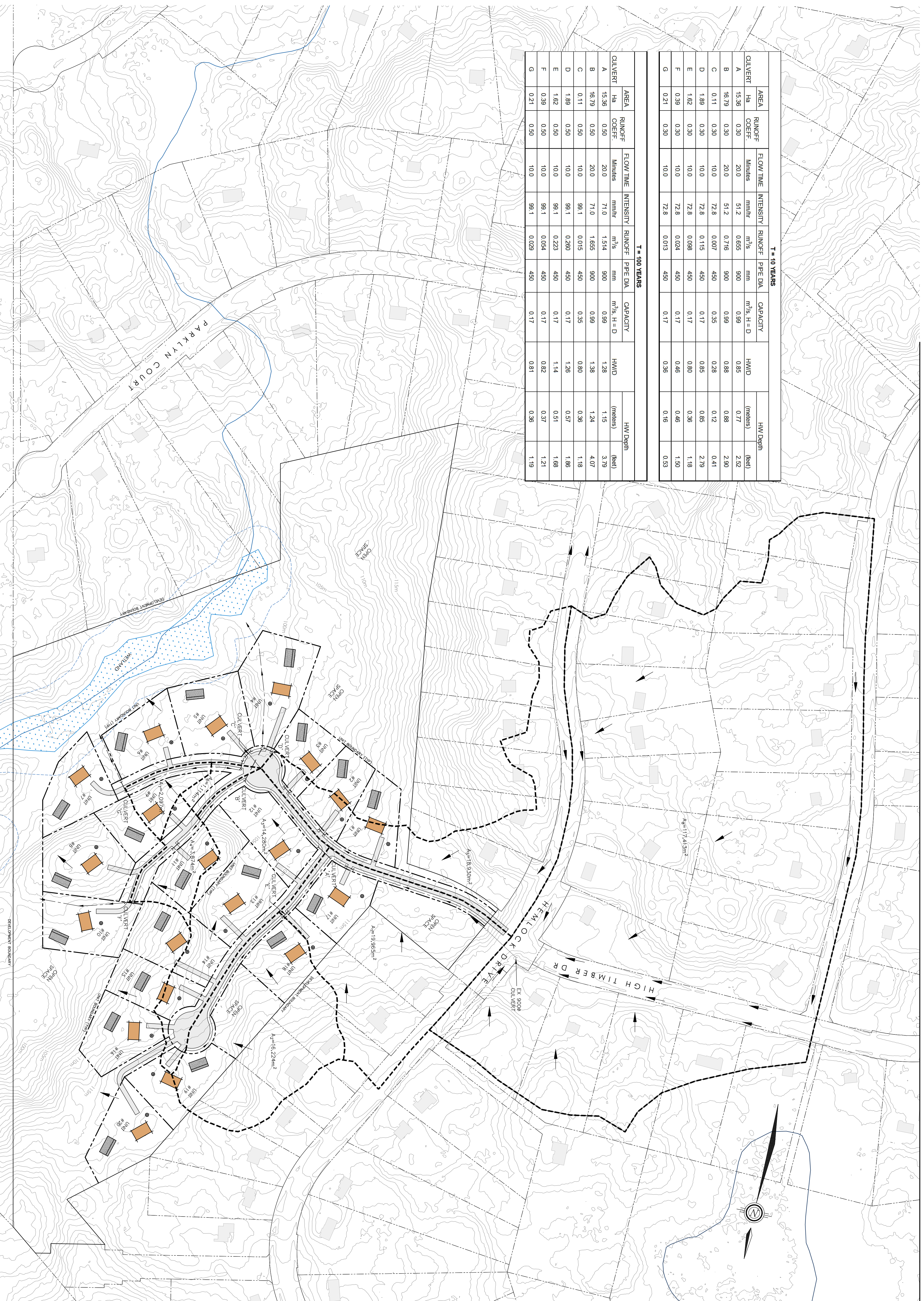
Schedule C: Stormwater Management Plan

T = 10 YEARS

AREA	AREA	RUNOFF	FLOW TIME	INTENSITY	RUNOFF	PIPE DIA.	CAPACITY	HWD	HW Depth
CUVERT	Ha	COEFF.	Minutes	mm/hr	m ³ s	mm	m ³ s, H = D	0.85	(meters)
A	15.36	0.30	20.0	51.2	0.655	900	0.99	0.77	2.52
B	16.79	0.30	20.0	51.2	0.716	900	0.99	0.88	2.90
C	0.11	0.30	10.0	72.8	0.007	450	0.35	0.12	0.41
D	1.88	0.30	10.0	72.8	0.115	450	0.17	0.28	0.85
E	1.62	0.30	10.0	72.8	0.098	450	0.17	0.30	0.35
F	0.39	0.30	10.0	72.8	0.024	450	0.17	0.46	1.50
G	0.21	0.30	10.0	72.8	0.013	450	0.17	0.36	0.53

T = 100 YEARS

AREA	AREA	RUNOFF	FLOW TIME	INTENSITY	RUNOFF	PIPE DIA.	CAPACITY	HWD	HW Depth
CUVERT	Ha	COEFF.	Minutes	mm/hr	m ³ s	mm	m ³ s, H = D	1.28	(meters)
A	15.36	0.50	20.0	71.0	1.514	900	0.99	1.15	3.79
B	16.79	0.50	20.0	71.0	1.655	900	0.99	1.38	4.07
C	0.11	0.50	10.0	99.1	0.015	450	0.35	0.80	1.18
D	1.89	0.50	10.0	99.1	0.280	450	0.17	1.26	1.96
E	1.62	0.50	10.0	99.1	0.223	450	0.17	1.14	1.88
F	0.39	0.50	10.0	99.1	0.054	450	0.17	0.82	1.21
G	0.21	0.50	10.0	99.1	0.029	450	0.17	0.61	1.19



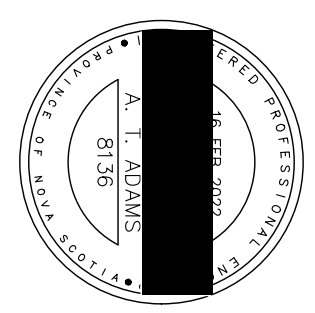
LEGEND

OVERLAND FLOW DIRECTION

DRAINAGE BOUNDARY

CONTOUR INTERVAL = 1m

No.	Date	Revision Description	Appr'd
1	10 MAR 22	ISSUED FOR DEVELOPMENT AGREEMENT	ATA



MARCHAND HOMES
 TRENOR@MARCHANDHOMES.COM
 925.798.6891
 MARCHANDHOMES.COM

HEMLOCK DRIVE
 TANTALION, NS

STORMWATER MANAGEMENT PLAN
 UNITS 1 TO 20

Date	Drawn	Project No.
16 FEB 2022	STAFF	
Scale	Engineer	FILE NAME:
1:1500	ATA	
Reference	Approved	Sheet
Surveyed		3101

SCHEDULE D: COMMON SHARED PRIVATE DRIVEWAY DESIGN STANDARDS

Common Shared Private Driveways to be developed as part of the Conservation Design Development Agreement shall meet the following design standards:

1. All Common Shared Private Driveways shall have a minimum clear width of 9 metres (29.52 feet) as follows:
 - (a) Travel lanes shall be a minimum of 3 meters (9.84 feet) for each direction of travel and shall not include parking areas. Travel lanes shall be designed and constructed, complete with a paved asphalt surface, to adequately support the loads produced by all emergency vehicles.
 - (b) A minimum 1.5 meter (4.92 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 foot) 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 asphalt 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
Regional Municipal Planning Strategy**

Policy Provision	Staff Comment
<p><i>S-14 HRM shall consider Lower Density and Higher Density Classic Conservation Design developments by development agreement, within the River Lakes Secondary Plan Area and the Rural Growth Centres shown on Maps 13A to 13G except for lands within the Lake Echo Sub-watershed, as generally illustrated on Map 13D. Where a proponent submits a survey prepared by a Nova Scotia Land Surveyor demonstrating that a subject area of land is outside the Lake Echo Sub-watershed, the subject area may be considered for development pursuant to this policy.</i></p>	<p>The subject property is located within the Upper Tantallon Rural Growth Centre as identified on Map 13B and is not located within the Lake Echo Sub-watershed. Therefore, the subject site is eligible for High Density Classic Conservation Design Development.</p>
<p><i>S-17 For any conservation design development application made pursuant to policies S-14, S15 or S-16, HRM shall consider the following criteria:</i></p>	<p>See below.</p>
<p><i>(a) the proposal satisfies the design standards presented in Table 3-4;</i></p>	<p>The applicant has proposed 50.4% of the net developable area be conserved as common open space. This includes areas such as riparian buffers, wetlands, slopes exceeding 30%, and floodplains, environmentally sensitive areas, archaeological sites and other areas of high ecological value. The maximum density proposed is 20 units per 12.51 Ha of developable area, which meets the requirement of 0.5 units per hectare on areas of land that are serviced with a groundwater supply.</p>
<p><i>(b) in addition to the residential uses identified in Table 3-4, publicly or privately owned community facilities, home-based offices, day cares, and small-scale bed and breakfasts may be considered;</i></p>	<p>The proposed development agreement will allow for home-based businesses permitted in accordance with the regulations of the applicable Land Use By-Law (Planning District 1 and 3). No further uses are permitted by the Development Agreement.</p>
<p><i>(c) except for lands required to be retained for on-site non-disturbance area under the Hybrid Conservation Design development, the open space portion of the development may be used for agriculture, passive recreation, conservation-related uses or the placement of wastewater management facilities, community wells or other</i></p>	<p>The proposed development agreement allows for trails less than 3m in width, conservation uses, and stormwater management infrastructure to be located within the required Common Open Space. Servicing uses such as wells and on-site sanitary systems are permitted within the Common Open Space if placement within the Developable Area is not attainable.</p>

<i>community facilities designed to service the development;</i>	
<i>(d) connectivity of open space is given priority over road connections if the development can be sited on the parcel without jeopardizing safety standards or unduly increasing road maintenance costs to HRM;</i>	The proposed road design is efficient in conserving connectivity of open space. The proposed road design is a common shared private driveway, therefore there are no maintenance costs to HRM.
<i>(e) a private driveway shall only provide access to a public street for up to 20 dwelling units;</i>	The proposed common shared private driveway meets the requirements of the “share driveway standards” guidelines and will provide access to a maximum of 20 dwelling units. Attached to this document is a copy of the “shared driveway standards”.
<i>(f) the proposed roads and building sites are designed to avoid impact upon any primary conservation area;</i>	The proposed roads and building sites are within the net developable areas and designed to avoid impact to the primary conservation areas. The applicant has submitted stormwater and wastewater management plans to manage potential runoff and erosion into the primary conservation areas.
<i>(g) natural drainage systems, wetlands and other natural detention storage areas are retained;</i>	The wetlands and other natural detention storage areas are conserved as open space.
<i>(h) where the proposed development is to be serviced by a groundwater supply, a hydrogeological assessment conducted by a qualified professional has determined that there is an adequate supply of groundwater to service the development without adversely affecting groundwater supply in adjacent developments;</i>	The Level 1 Groundwater Assessment has been reviewed by a third party review agency, and the comments are attached. No further study is required at this stage but provisions will be identified in the Development Agreement for the Level 2 assessment at the permitting stages.
<i>(i) the development shall not rely on cisterns for potable water supply, except in special circumstances as may be authorized under an approved secondary planning strategy;</i>	On-site wells are proposed for each single unit dwelling as the source of potable water supply.
<i>(j) secondary conservation areas that capture elements of rural character are retained;</i>	No secondary conservation features were identified on the subject property.
<i>(k) connectivity of natural networks, including trails, (RC-Sep 24/19;E-Nov 23/19) is maintained with any open space on adjacent parcels as generally illustrated by the Important and Essential Corridors shown on Map 5, Green Network Ecology Map, contained in the Halifax Green Network Plan, as amended from time to time (RC-Sep 24/19;E-Nov 23/19);</i>	The proposed site does not appear to be in the vicinity of an identified Essential or Important Corridor, as outlined in Map 5 of the Halifax Green Network Plan.

<i>(l) residential dwellings maintain a minimum separation of 800 metres from any permanent extractive facility;</i>	The residential dwellings proposed in the subject site are located more than 800 metres away from any permanent extractive facility.
<i>(m) parkland dedication may be relaxed to a minimum of 5% for the Lower Density and Higher Density Classic Conservation Design developments; and</i>	N/A
<i>(n) any applicable matter as set out in Policy G-14 (G-15) of this Plan.</i>	See below.

Policy Provision	Staff Comment
<i>G-15 n considering development agreement applications pursuant to the provisions of this Plan, in addition to all other criteria as set out in various policies of this Plan, HRM shall consider the following:</i>	See below.
<i>(a) that the proposal is not premature or inappropriate by reason of:</i>	
<i>(i) the financial capability of HRM to absorb any costs relating to the development;</i>	The proposed development is not anticipated to incur any costs to HRM.
<i>(ii) the adequacy of municipal wastewater facilities, stormwater systems or water distribution systems;</i>	The residential dwellings proposed in the subject site are on dug wells and on-site septics, and not connected to municipal systems.
<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 HCRE is aware of the proposed development and does not have any comments. This proposed development is located within the catchment area of Tantallon Junior Elementary, Tantallon Senior Elementary, Five Bridges Junior High School and Bay View High School, none of which are over capacity as of the HRCE School Caps Report released October 21, 2021.
<i>(iv) the adequacy of road networks leading to or within the development; and</i>	The applicant has submitted a Traffic Impact Study which has been reviewed and accepted by HRM Development Engineering and Traffic Management staff. The road networks leading to and within the development are deemed to be adequate.
<i>(v) the potential for damage to or for destruction of designated historic buildings and sites;</i>	N/A
<i>(b) that controls are placed on the proposed development so as to reduce conflict with any adjacent or nearby land uses by reason of:</i>	See below.
<i>(i) type of use;</i>	The proposal is for 20 single unit dwellings within an existing neighbourhood of single unit dwellings, therefore the type of use is appropriate for the surrounding area. Permitted land uses will

	be further regulated through the provisions of the development agreement.
<i>(ii) height, bulk and lot coverage of any proposed building;</i>	The proposal is for 20 single unit dwellings within an existing neighbourhood of single unit dwellings. Therefore the height and bulk of the buildings will be similar to the surrounding built form. The lot coverage will be minimal as more than 50% of the subject site is conserved as open space. The height, bulk and lot coverage of buildings will be further regulated through the development agreement.
<i>(iii) traffic generation, access to and egress from the site, and parking;</i>	The applicant has submitted a Traffic Impact Study which has been reviewed and accepted by HRM Development Engineering and Traffic Management staff. Traffic generation, access to and egress from the site are not anticipated to create any conflicts. Parking will be regulated through the development agreement.
<i>(iv) open storage; and</i>	No open storage is proposed for this development. Open storage will be regulated through the development agreement.
<i>(v) signs;</i>	A community sign will be permitted at the entrance of the property, subject to controls of the development agreement. Signage associated with home business uses will be subject to the requirements of the applicable Land Use By-Law (Planning Districts 1 and 3).
<i>(c) 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; and</i>	Areas with steep slopes (30%), ecologically sensitive soils and geological conditions, and all watercourses, marshes, bogs, and areas susceptible to flooding are conserved as open space. No development will take place within the primary conservation, open space areas.
<i>(d) if applicable, the requirements of policies E-10, T-3, T-9, EC-14, CH-14 and CH-16.</i>	<p>E-10: Urban Forest Master Plan shall be considered. (N/A: The subject site is not located within the scope of the Urban Forest Master Plan.)</p> <p>T-3: Proximity to a planned greenway. (N/A: There are no planned greenways in proximity to the proposed development.)</p> <p>T-9: Within the Urban Transit Service Boundary. (N/A: The subject site is not within the Urban Transit Service Boundary.)</p> <p>EC-14: Proximity to harbour related industrial uses. (N/A: The subject site is not within proximity of harbour-related industrial uses.)</p>

	<p>CH-14: Conservation of Historic Places (N/A: There are no historic places located on or adjacent to the subject site.)</p> <p>CH-16: Proximity to federally, provincially, or municipally registered heritage properties. (N/A: The subject site is not in proximity to federally provincially, or municipally registered heritage properties.)</p>
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Policy Provision	Staff Comment
<p><i>G-18 Where any completed development agreement application was received by HRM prior to Council's first notification to adopt this Regional Plan, the application shall be considered in accordance with the Regional Plan policies in effect at the time the application was received.</i></p>	<p>The first notification to adopt the Regional Plan changes was August 12, 2022. This application was received on April 1, 2022, and therefore has been reviewed subject to policies S-14 and S-17 and Table 3-4 of the 2014 edition of the Regional Plan.</p>

ATTACHMENT C

Summary of Public Engagement



HRM Planning Application Website



Signage Posted on the Site



Mailout to residents and property owners



Future Public Hearing Prior to a Decision

Information Sharing

Information on Case 24205 was shared through the HRM planning applications webpage, signage posted on the subject site, and notices mailed to property owners within approximately 250 metres (1000 feet) surrounding the proposed development (Map 2 of Staff Report).

The proposal involves the construction of twenty (20) single unit dwellings and a new common shared private driveway. Therefore, the applicant submitted the following documents as part of their application: Concept Plan, Traffic Impact Study, Hydrogeological Assessment (Level 1), Stormwater Plan, Wastewater Plan, and a planning rationale. These documents were posted online for public viewing.

Public Engagement Statistics:

Halifax.ca Planning Applications Website	
Number of unique website views between April 22, 2022 and November 25, 2022	591
Average time spent on the website (minutes: seconds)	4:31
Notices Mailed to Area Residents	
Number of notices mailed within notification area	191
Direct Communication with the HRM Planner	
Number of calls received (unique callers)	1
Number of emails received from the public (unique email addresses)	5

Responses to Public Questions and Concerns

Of the five residents who contacted us, one person explicitly expressed that they do not support the proposal, while three had reservations about the proposal and questions of clarification about various potential impacts. One person called to ask whether the dwelling units would be available for rent or for private ownership.

HRM planning staff have compiled all the public comments and questions provided to date. Broadly, the concerns related to environmental impacts, groundwater supply, impacts to neighbouring properties, noise and traffic generation, access and private driveway maintenance, capacity of the electrical grid, and questions specifically about the High Density Classic form of condo-style Conservation Design.

Environmental Impacts

- Concern that habitats and wetlands will be impacted as they have in other parts of Westwood Hills neighbourhood.
“Given the lack of oversight on another project in our neighborhood, what safeguards will be in place to prevent the project from damaging wetlands or sensitive habitats?”

Groundwater Supply

- Concern that the groundwater supply is not adequate to support the proposed development, and that the increase in dwelling units will impact the water table for adjacent homeowners.
“This project will negatively impact the existing water tables. Since living here in the past 20 years we have seen our well water levels deteriorate with each new area of construction in WWH. Unless you plan to bring in city water in our area, or you agree to pay for digging deeper wells, this project should not proceed further.”

Property Impacts

- Concern that the development will negatively impact property values of adjacent homeowners.
- Due to the steep slope of the property, adjacent homeowners may experience erosion and damage to their properties during construction and due to inadequate drainage.
- Concern that the new residents will not contribute to the Westwood Hills Residents Association.

Traffic Generation

- Westwood Hills has recently implemented traffic calming measures such as speed bumps to mitigate speeding. There is concern that this development will generate more traffic and contribute to that problem.
- *“This creates more traffic. Hemlock and Westwood Blvd are already busy enough as it is.”*

Access and Private Driveway

- Concern that the access to the property is not adequate and therefore access may have to be gained over the property of an adjacent homeowner:
“My first concern is the proximity of the entrance road ... The elevation is so low that there is a guard rail across the entrance to your proposed location of entrance. I am unsure how you would access your property ... without making the road more central to your property”.
- Question about who will maintain the common shared private driveway, including snowplowing in the winter.

Noise

- Concern about noise generation from construction vehicles, heavy trucks, and potential future home businesses.
“As a resident ... I am already subject to the noise pollution created by traffic slowing down for, and accelerating from, two new speed humps. The noise is already so bad that, even though I work from home, I cannot have a window open through the day. During the development and construction of such a large area, what is the expected traffic impact from the construction vehicles? How many times per hour will large trucks be using their engine braking, or shifting up...?”

High Density Classic Conservation Design Development

- Condo-style development does not fit with existing neighbourhood design.
“The proposed condo style does not blend with the existing design of our subdivision”.
- Question about why the developer has chosen a condo-style development rather than traditional subdivision.
“I am generally in favor of development which continues to add single family dwellings to our community, but I have some concern regarding the fact that this application is being presented as a High Density Classic form of Conservation Design Development (‘CDD’) as opposed to more traditional developments where property owners will hold title to their specific lots.”
- Confusion about what a High Density Classic Conservation Design Development is. That the proposal is for condo-style, dense apartment buildings:
“I am looking for clarification as it appears some high density buildings are proposed? I feel apartment style building would not be able to be supported in this area”.
- Request for resources to help homeowners understand the difference between High Density Classic condominium form of development and traditional subdivision development.

Electrical Grid Capacity





- Concern that the NS Power grid is not sufficient to support the new development as there are already issues with service.
“The electricity grid in our community is vulnerable and unreliable. What steps will NS Power take, to ensure that reliability and resiliency is improved to match the increased demand of 20 homes?”

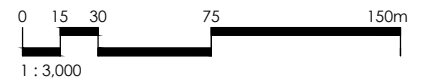
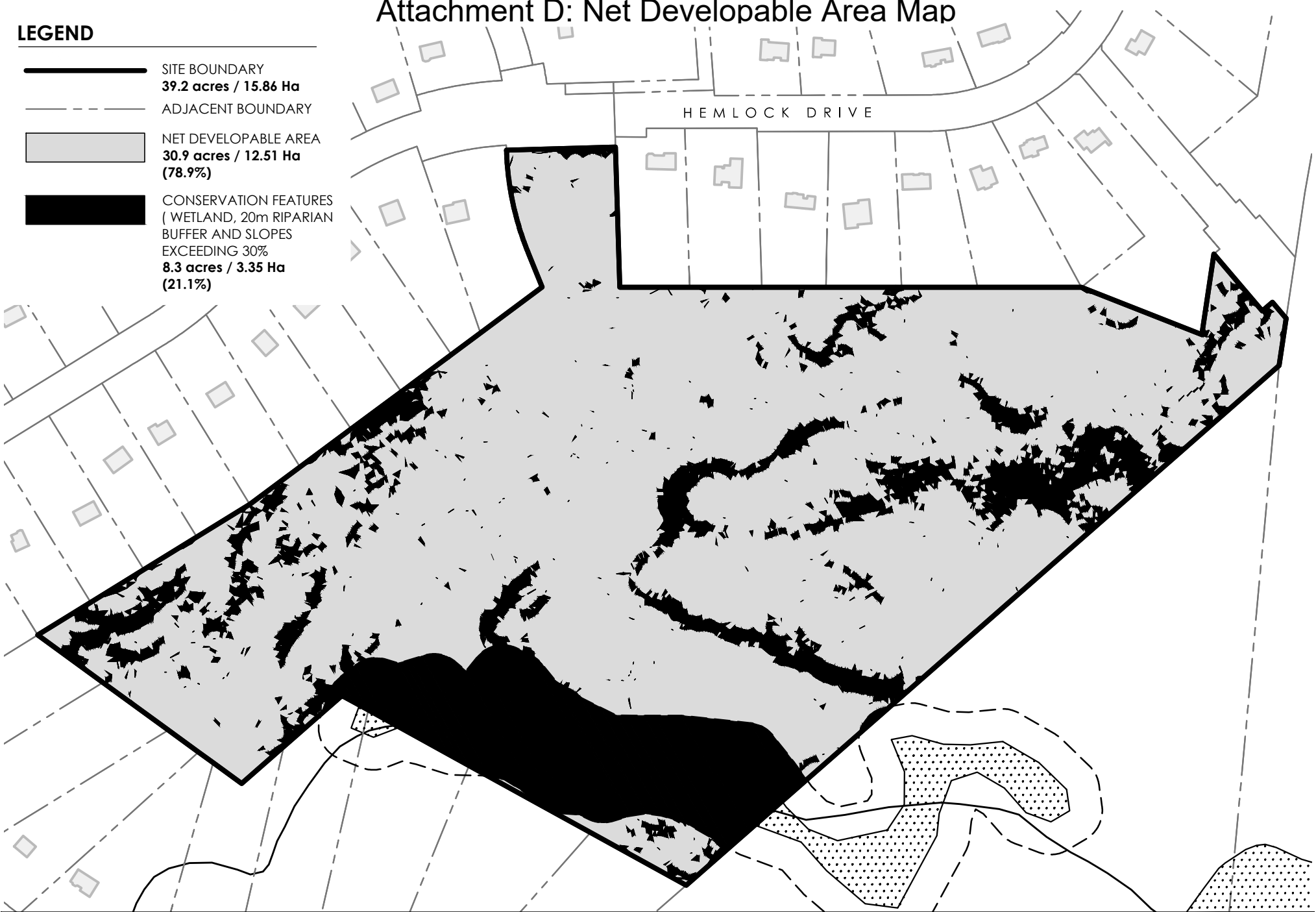
Other

- Question about whether the units will be available for rent.
- Request for a sprinkler park playground to be included in the scope of the development.
- One email to express non-support for the proposed development.
- Question about compliance with existing neighbourhood restrictive covenants.
“Will the new homes be required to comply with the existing restrictive covenants, or are those negated because this is a private road?”
- Question about whether the proposed development will impact a nearby trail (not located on the subject property).

Attachment D: Net Developable Area Map




LEGEND

-  SITE BOUNDARY
39.2 acres / 15.86 Ha
-  ADJACENT BOUNDARY
-  NET DEVELOPABLE AREA
**30.9 acres / 12.51 Ha
(78.9%)**
-  CONSERVATION FEATURES
(WETLAND, 20m RIPARIAN
BUFFER AND SLOPES
EXCEEDING 30%
**8.3 acres / 3.35 Ha
(21.1%)**



Attachment E: Developable Area Map

LEGEND

-  SITE BOUNDARY
39.2 acres / 15.86 Ha
-  ADJACENT BOUNDARY
-  DEVELOPABLE AREA
15.3 acres / 6.2 Ha
(39.0%)

