



P.O. Box 1749  
Halifax, Nova Scotia  
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**Item No. 10.1.1**  
**North West Community Council**  
**May 8, 2017**  
**June 12, 2017**

**TO:** Chair and Members of North West Community Council

Original Signed

**SUBMITTED BY:**

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Bob Bjerke, Chief Planner and Director of Planning and Development

**DATE:** March 24, 2017

**SUBJECT:** **Case 17602: Development Agreement - Monarch Drive and Majestic Avenue, Beaver Bank**

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**ORIGIN**

Application by Ramar Developments Limited to enter into a development agreement to permit a small scale residential subdivision at the northern corner of Monarch Drive and Majestic Avenue in Beaver Bank.

**LEGISLATIVE AUTHORITY**

See Attachment A.

**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 B of this report, for a residential subdivision at Monarch Drive and Majestic Avenue, Beaver Bank, and schedule a public hearing;
2. Approve the proposed development agreement, which shall be substantially of the same form as set out in Attachment B of this report; and
3. Require the agreement be signed by the property owner within 365 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**

Ramar Developments Limited has applied for a development agreement to permit a small scale residential subdivision at the northern corner of Monarch Drive and Majestic Avenue in Beaver Bank. The proposed development may be considered by Community Council under Policies P-4 and P-137 of the Municipal Planning Strategy for Beaver Bank, Hammonds Plains and Upper Sackville by means of a development agreement.

<b>Subject Site (Map 1 &amp; 2)</b>	Consists of three properties: <ul style="list-style-type: none"> <li>• Lot WR (PID 41224213);</li> <li>• Lot R (PID 41224205) - an “L” shaped parcel owned by HRM which contains Halifax Water infrastructure (pipes) and provides access to the abutting water tower; and</li> <li>• A portion of Lot W (PID 00468116) which is not located within the boundary of the Beaver Bank Growth Control area (Schedule J of the Regional Subdivision By-law)</li> </ul>
<b>Location</b>	The northern corner of Monarch Drive and Majestic Avenue in Beaver Bank
<b>Regional Plan Designation</b>	Urban Settlement
<b>Community Plan Designation (Map 1)</b>	Mixed Use A under the Beaver Bank, Hammonds Plains and Upper Sackville Municipal Planning Strategy (MPS)
<b>Zoning (Map 2)</b>	Comprehensive Development District (CDD) under the Beaver Bank, Hammonds Plains and Upper Sackville Land Use By-law (LUB)
<b>Size of Subject Site</b>	The total area of the subject site is approximately 12,864 square meters (3.18 acres) <ul style="list-style-type: none"> <li>• Lot WR is approximately 4,559 square meters (1.1 acres)</li> <li>• Lot R is approximately 1,087 square meters (0.27 acres)</li> <li>• Lot W is approximately 46,782 square meter (11.6 acre) in total area, however only 7,218 square meters (1.8 acres) is included in the subject site</li> </ul>
<b>Size of the CDD</b>	Approximately 13.3 hectares (33 acres)
<b>Street Frontage</b>	The proposed development will be accessed from an existing road reserve (See Attachment C). The site has approximately 75 meters of combined frontage along the road reserve and Monarch Drive
<b>Current Land Use(s)</b>	Vacant with the exception of the Halifax Water infrastructure identified above
<b>Surrounding Use(s)</b>	<ul style="list-style-type: none"> <li>• The Beaver Bank Growth Control area to the north;</li> <li>• Beaver Bank - Monarch Elementary School to the east;</li> <li>• Residential development to the south (Majestic Avenue); and</li> <li>• HRM owned water tower and residential lots to the west</li> </ul>

**Proposal Details**

The applicant wishes to enter into a development agreement to permit a small scale residential subdivision consisting of single unit dwellings on a new public street at the northern corner of Monarch Drive and Majestic Avenue in Beaver Bank (Attachment C).

The application originally proposed a development of 15 single unit dwellings with the development agreement containing the flexibility to enable semi-detached units on separate lots. The application has undergone several revisions throughout the planning process with respect to the alignment of the

proposed street, the number and size of lots, and the dwelling unit types. The current application consists of single unit dwellings on a cul-de-sac. Should the proposed development agreement be approved, the final road configuration and number of lots will be determined through the detailed engineering design stage of the subdivision and permitting process and the provisions of the R-1 Zone.

### **Beaver Bank Growth Control Area (Map 1 & 2)**

The Beaver Bank Growth Control Area abuts the subject site to the north (Map 2). The growth control area is defined within Schedule J of the Regional Subdivision Bylaw and is shown on Map 3 of this report. The growth control area was established in 2006 under the Halifax Regional Municipal Planning Strategy to address the concern that additional residential development would increase traffic volumes along the Beaver Bank Road to a level of potential hazard. The Regional Subdivision By-law prohibits any subdivision within the growth control area that would create residential lots on new public roads. Therefore, only the portion of Lot W that is outside of the growth control area may be developed at this time (Map 2).

### **Enabling Policy and LUB Context**

The zoning of the subject site is CDD (Compressive Development District). The LUB requires that the development of any land zoned CDD proceed through the development agreement process in accordance with Policy P-4 (Attachment E). A proposal for a development within a CDD zone would typically encompass a larger area of land. In this instance, the total area of this CDD zone is approximately 13.3 hectares (33 acres). However, given the growth control area is applied to the majority of Lot W as well as the abutting CDD lands only the subject site, the area outside the Growth Control Area, is available for consideration for development.

## **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 signage posted on the subject site, information provided through the HRM website, a public information meeting held on May 7, 2012 (Attachment F contains a copy of the minutes from the meeting), a review by the North West Planning Advisory Committee on June 3, 2015 (see Discussion Section below for details), and letters mailed to property owners within the notification area (Map 4) on November 3, 2015. The comments received from the public related to the following topics:

- Concerns regarding stormwater runoff and ditching, including both the volume of current drainage flows in the area and the impact of additional development;
- Proximity of the development to the adjacent water tower;
- Potential future road connections to the Beaver Bank Road and Galloway Drive;
- The impact of additional traffic during student drop off and pick-up at the abutting Beaver Bank – Monarch Elementary School;
- The type of dwellings that will be permitted;
- Construction traffic; and
- Capacity within the local schools to accommodate the proposed development.

These comments have been considered by staff and addressed where possible in the proposed development agreement.

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 published newspaper advertisements and website update, property owners within the notification area shown on Map 4 will be notified of the hearing by regular mail.

The proposal will potentially impact local residents and property owners and the Beaver Bank – Monarch Drive School.

## **DISCUSSION**

Staff has reviewed the proposal relative to policies P-4 and P-137 and advise that it is consistent with the intent of the MPS. Attachment E provides an evaluation of the proposed development agreement in relation to the applicable MPS policies.

### **Proposed Development Agreement**

Attachment B contains the proposed development agreement for the subject site and the conditions under which the development may occur. The Enabling Policy P-4 and Implementation Policy P-137 were established in 1993 and 1987 respectively prior to the adoption of other municipal requirements (such as restrictions on temporary rock crushers etc.) and therefore some of the policy criteria are not addressed in the proposed development agreement as they are now addressed through other regulatory mechanisms.

The proposed development agreement will permit the subject site to develop in accordance with the requirements of the R-1 (Single Unit Dwelling) zone of the LUB and provisions of the Regional Subdivision By-law. Of the matters addressed by the proposed development agreement, the following have been identified for detailed discussion.

#### **Land Use Compatibility**

The area surrounding the subject site is a residential subdivision characterised by lots with smaller road frontages and municipal water and sewer to the west and south (Imperial Court and Majestic Avenue) and larger frontages with only municipal water to the west and north (Monarch Drive, Joan Drive and Amedee Drive). The proposed development is an extension of the existing residential area and contains a lot fabric similar to the Majestic Avenue and Imperial Court. The proposed development is serviced with municipal water and sewer which is also similar to the Majestic Avenue and Imperial Court development. Further, the proposal development is not adjacent to the any of the larger frontage lots along Monarch Drive thereby ensuring compatibility with the existing residential lot fabric.

Further, the residential development within the vicinity of the subject site is zoned R-1 (Single Unit Dwelling), R-6 (Rural Residential) and R-1B (Auxiliary Dwelling with Home Business). These zones contain similar provisions with respect to: permitted land uses; yard setbacks; lot coverage; and maximum building height. It is not anticipated that any concerns regarding land use compatibility will arise given these similar development standards.

#### **Stormwater Management**

The subject site is located at the top of a significant slope. The elevation differential between the base of Majestic Avenue and the highest point on the subject site is approximately 54 meters (177 feet). At the PIM held on May 7, 2012, it was identified that stormwater flow caused by the improper infilling of ditches on Majestic Avenue was negatively affecting properties located downhill. This matter was referred to Halifax Waters compliance division for investigation. Current municipal subdivision and engineering regulations will ensure the appropriate management of stormwater and drainage as it relates to the proposed development.

#### **HRM Land and Adjacent Water Tower**

As described above, the proposed development involves a parcel of land (Lot R) which contains Halifax Water infrastructure and provides access to the water tower. Lot R was created and acquired by HRM in 2006 for municipal purposes. The deed for Lot R contains a provision that ensures future development of Lot W is not hindered.

Should the proposed development agreement be approved, the developer must acquire Lot R from HRM and relocate the existing infrastructure within the proposed new public street. This land transfer must occur prior to the signing of the proposed development agreement and therefore staff has included a longer period for the signing of the agreement. Typically, 120 days are allocated for signing of an agreement. In this case staff recommend 365 days to accommodate both the land transfer and the signing of the proposed development agreement.

The length of time this file has remained ongoing is not typical, but was the result of the proposal involving property owned by HRM which contains water infrastructure. Issues related to the sale of this property have now been resolved.

#### **North West Planning Advisory Committee**

On June 3, 2015, the North West Planning Advisory Committee (PAC) recommended that the application be approved with consideration to the following matters:

- School capacity;
- Stop signs at intersections located within the development area;
- High traffic volume and site lines along the Beaver Bank Road; and
- Initiation of a new public participation process.

With respect to school capacity: staff from the Halifax Regional School Board reviewed the proposal and have indicated that the student increase from this development would be minimal and that capacity exists within each grade level at the Beaver Bank-Monarch Drive Elementary School, Harold T. Barrett Junior High School, and Lockview High School.

The placement of stop signs is a subject to evaluation by HRMs Traffic Authority. This evaluation occurs at the time of subdivision review.

High traffic volume along the Beaver Bank Road has been identified as an issue in the community. As a response to this issue the Growth Control Area was established. A Traffic Impact Statement was provided and reviewed by HRM Development Engineering and Traffic Services. The statement did not identify any significant impacts to the existing transportation network as a result of this proposed development.

Following the PAC review of the application, additional public consultation was conducted. Information letters were mailed to property owners within the notification area informing the public that the application was still active and advising that HRM staff could be contacted with any questions or comments regarding the proposal.

#### **Conclusion**

Staff have reviewed the proposal in terms of all relevant policy criteria and advise that the proposal is consistent with the intent of the MPS. Development of lands zoned CDD must occur through the development agreement process. Given the size of the subject site and the scale of the proposed development a development agreement which enables development to occur as per the Single Unit Dwelling (R-1) Zone and the requirements of the Regional Subdivision By-law is appropriate. 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 2017/2018 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**

No environmental implications are identified.

### **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  
Map 3: Beaver Bank Growth Control Area  
Map 4: Notification Area

Attachment A: Legislative Authority  
Attachment B: Proposed Development Agreement  
Attachment C: Proposed Concept Plan  
Attachment D: Excerpt from the LUB  
Attachment E: Review of Relevant MPS Policies  
Attachment F: Minutes from Public Information Meeting of May 7, 2012

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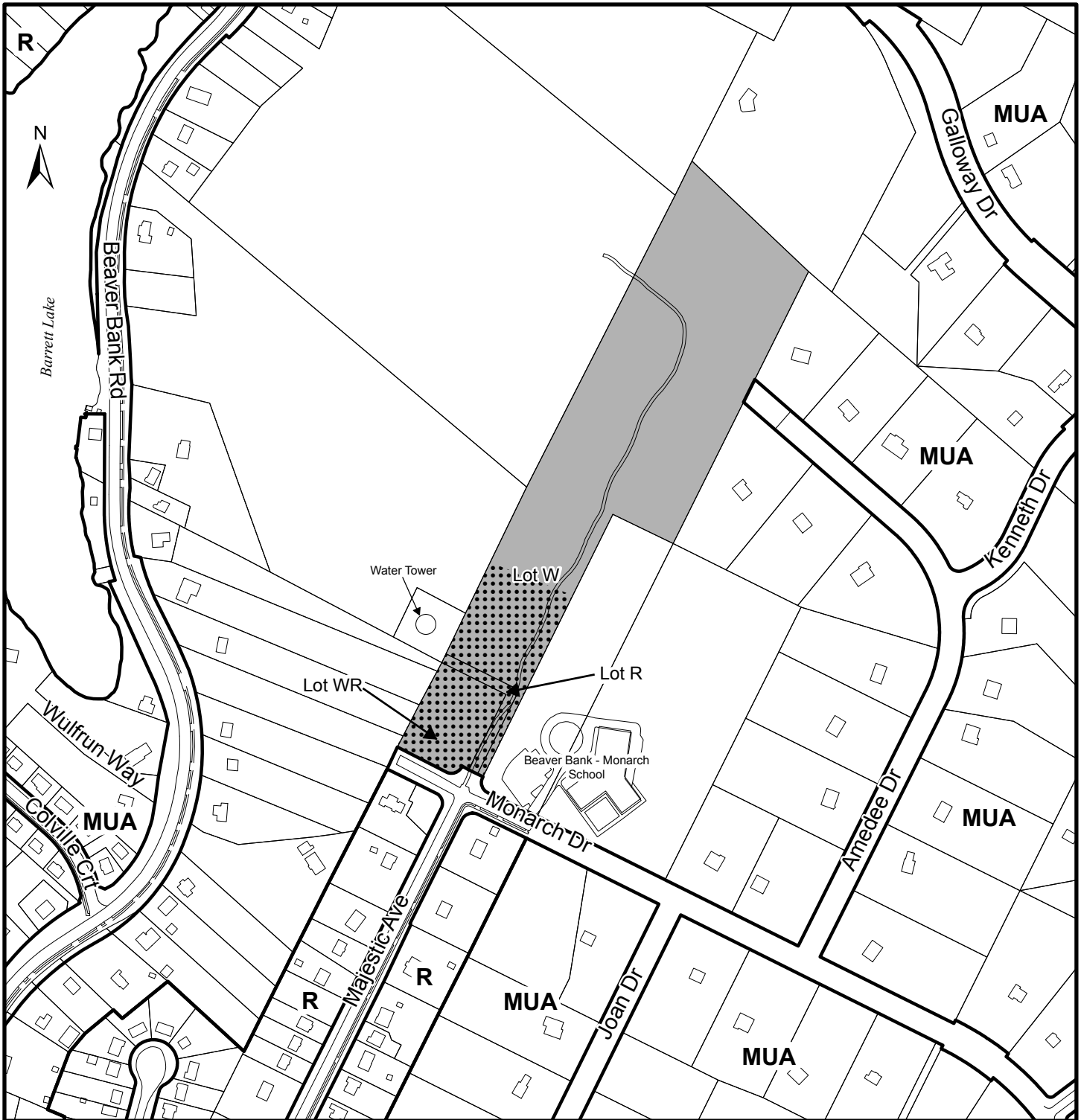
A copy of this report can be obtained online at <http://www.halifax.ca/commcoun/index.php> then choose the appropriate Community Council and meeting date, or by contacting the Office of the Municipal Clerk at 902.490.4210, or Fax 902.490.4208.

Report Prepared by: Jacqueline Belisle, Planner II, 902.490.3970

Original Signed

Report Approved by: \_\_\_\_\_  
Carl Purvis, Acting Manager of Current Planning, 902.490.4797


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**Map 1 - Generalized Future Land Use**

Monarch Drive & Majestic Avenue,  
Beaver Bank

**HALIFAX**

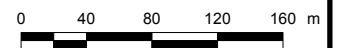
 Area of Proposed Development Agreement

 Subject Properties

**Designation**

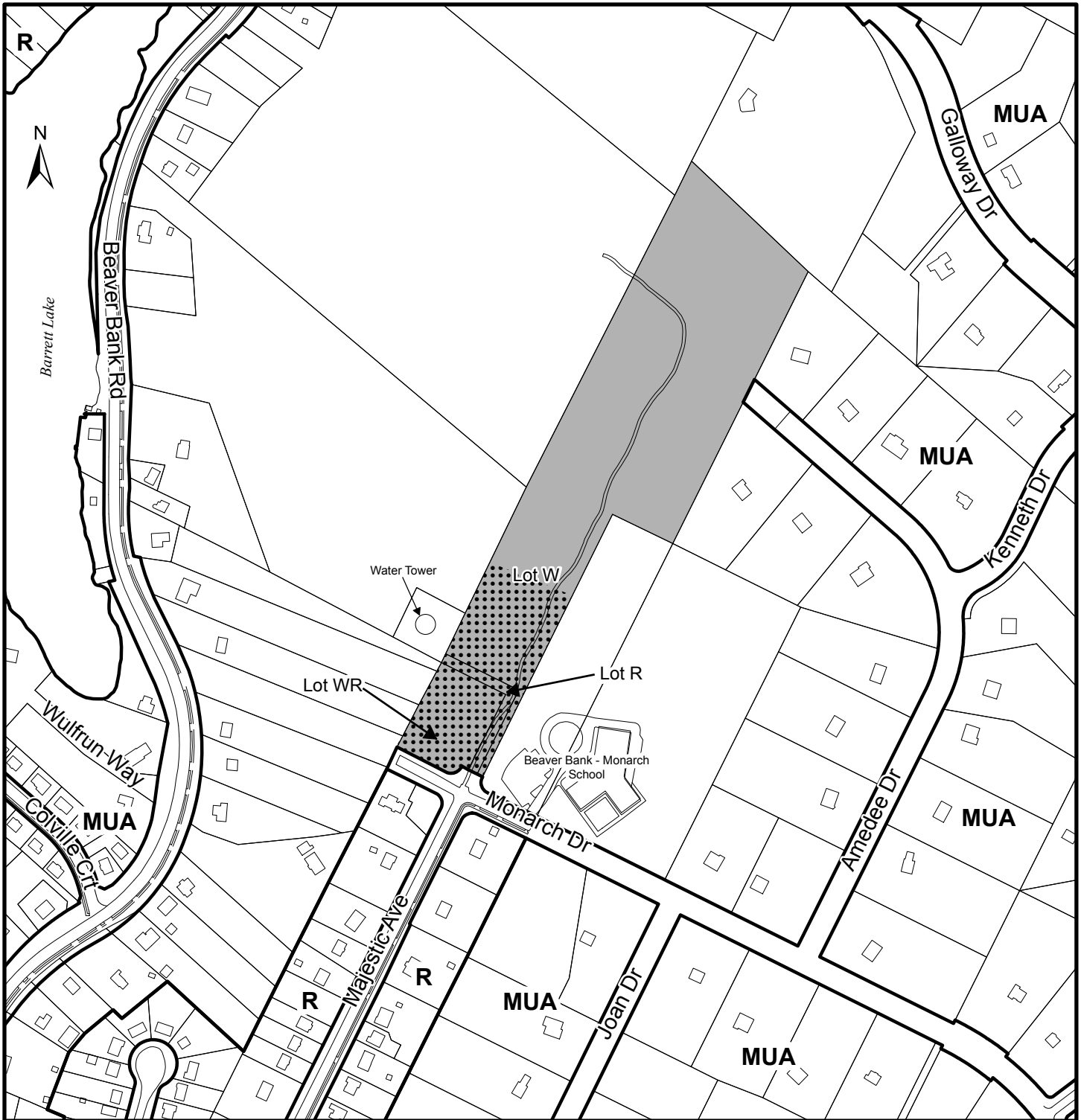
MUA Mixed Use A  
R Residential

Beaver Bank, Hammonds Plains  
and Upper Sackville Plan Area



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



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



**Map 2 - Zoning**

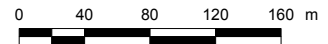
Monarch Drive & Majestic Avenue,  
Beaver Bank

**HALIFAX**

-  Area of Proposed Development Agreement
-  Subject Properties

**Zone**

- R-1 Single Unit Dwelling
- R-1b Auxiliary Dwelling with Home Business
- R-6 Rural Residential
- MU-1 Mixed Use 1
- C-4 Highway Commercial
- I-1 Mixed Industrial
- CDD Comprehensive Development District

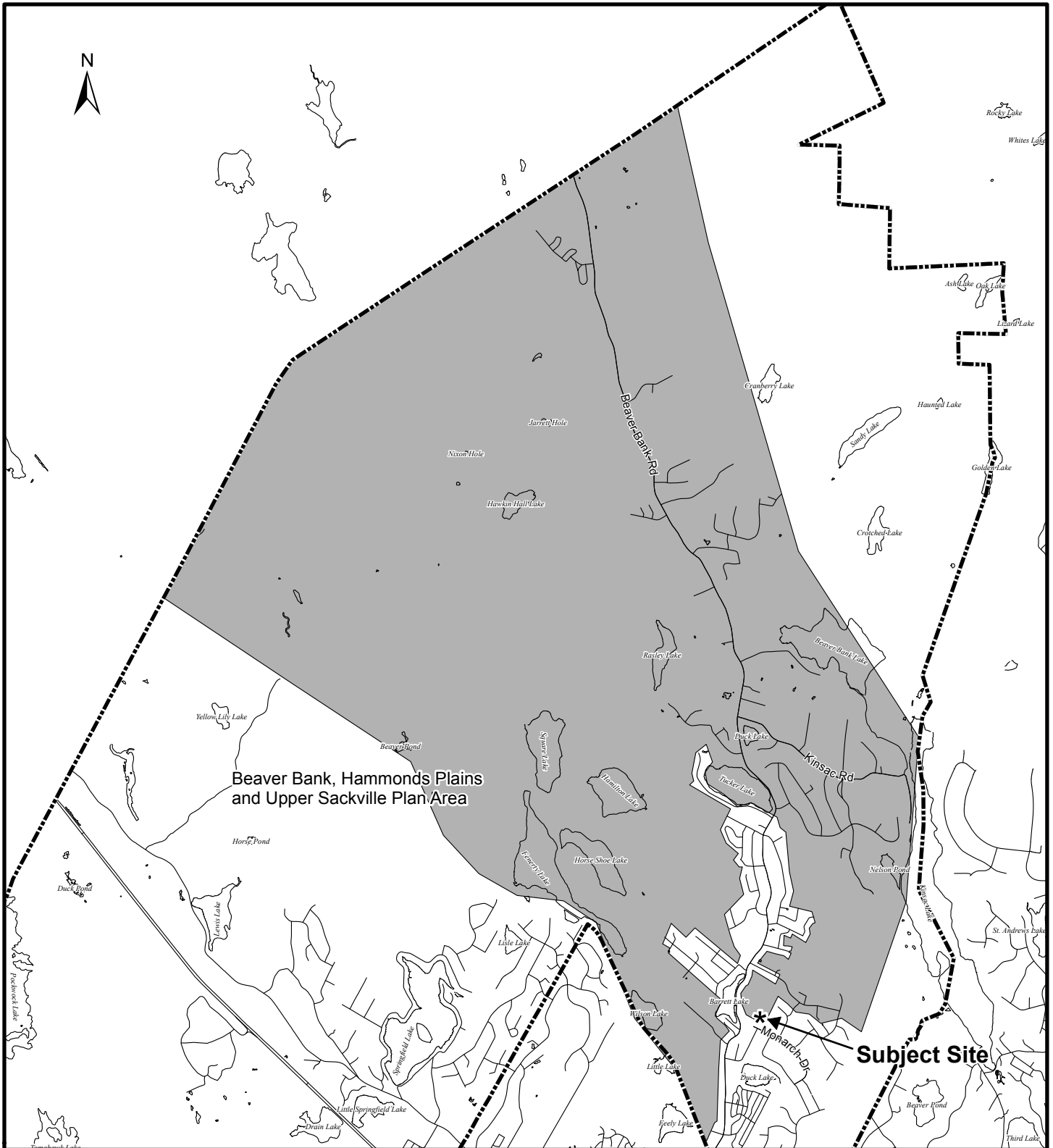


This map is an unofficial reproduction of a portion of the Zoning Map for the plan area indicated.

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

Beaver Bank, Hammonds Plains and Upper Sackville Plan Area






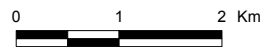
**Map 3 - Beaver Bank Growth Control Area**

Monarch Drive & Majestic Avenue,  
Beaver Bank

**HALIFAX**

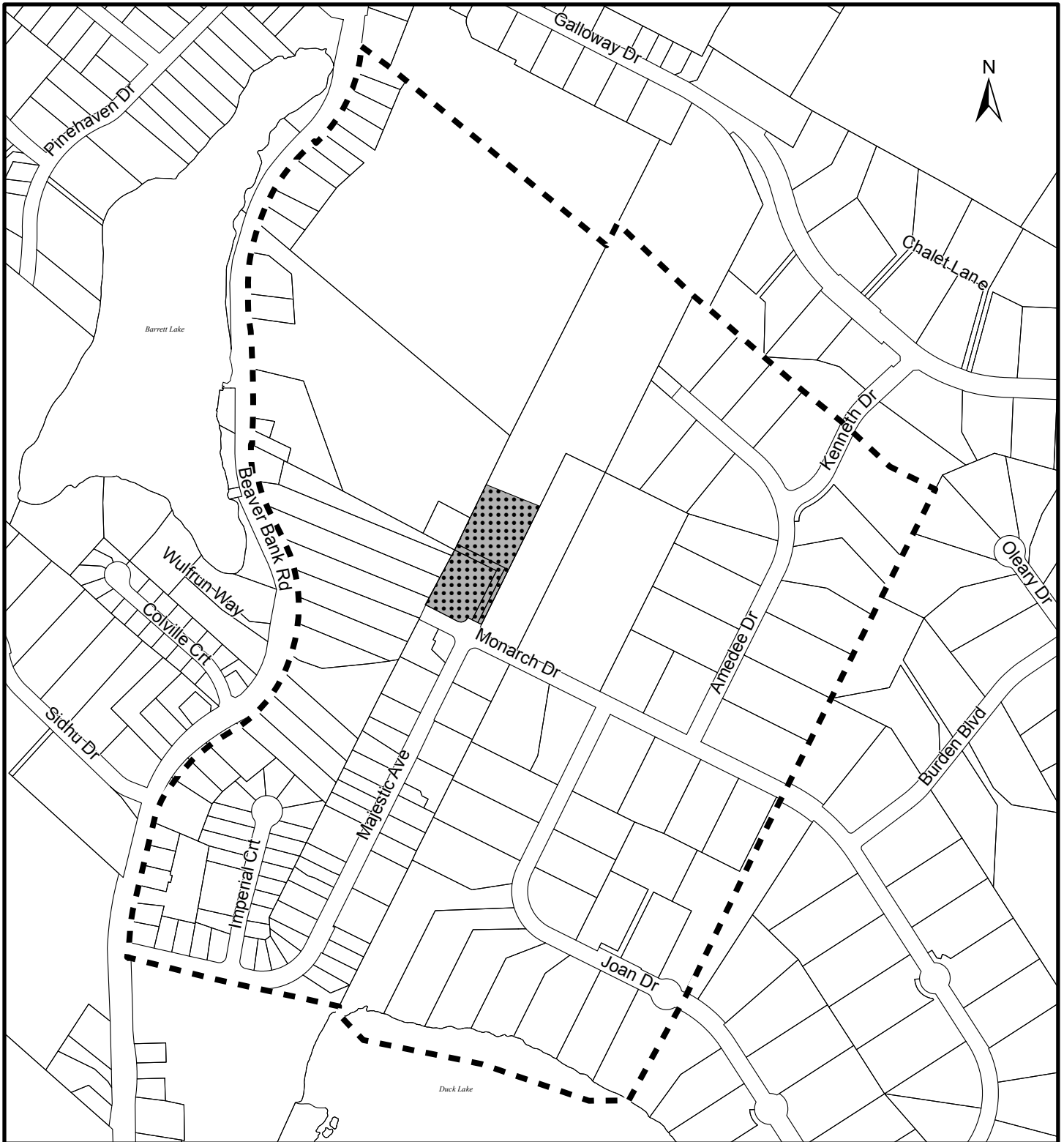
 Beaver Bank Growth Control Area

 Subject Site





Beaver Bank, Hammonds Plains  
and Upper Sackville Plan Area

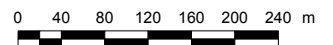
The accuracy of any representation on  
this plan is not guaranteed.



**Map 4 - Notification Area**  
 Monarch Drive & Majestic Avenue,  
 Beaver Bank

**HALIFAX**

-  Area of Notification
-  Area of Proposed Development Agreement



Beaver Bank, Hammonds Plains  
 and Upper Sackville Plan Area

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

**Attachment A:**  
**Legislative Authority**

**Development Agreements By Community Council**

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

*Halifax Regional Municipality Charter:*

**Development agreements by community councils**

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

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

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

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

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

**Development agreements**

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

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

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

**Content of development agreements**

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

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

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

**(3)** A development agreement may

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

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

**Requirements for effective development agreement**

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

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

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

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

- (a) the appeal period has elapsed and no appeal has been commenced or all appeals have been abandoned or disposed of or the development agreement has been affirmed by the Board;
- (b) the development agreement is signed by the property owner, within the specified period of time, if any, and the Municipality; and
- (c) the development agreement is filed by the Municipality in the registry.

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

**Attachment B:**  
**Proposed Development Agreement**

THIS AGREEMENT made this      day of [INSERT MONTH], 2017,

BETWEEN:

**[INSERT NAME OF BUSINESS]**

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

OF THE FIRST PART

- and -

**HALIFAX REGIONAL MUNICIPALITY**

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

OF THE SECOND PART

WHEREAS the Developer is the registered owner of certain lands located at the northern corner of Majestic Avenue and Monarch Drive, Beaver Bank, and which said lands are more particularly described in Schedule A hereto (hereinafter called the "Lands");

AND WHEREAS the Developer has requested that the Municipality enter into a Development Agreement to allow for residential development on the Lands pursuant to the provisions of the *Halifax Regional Municipality Charter* and pursuant to Policies P-4 and P-137 of the Beaver Bank, Hammonds Plains and Upper Sackville Municipal Planning Strategy and Part 26 of the Beaver Bank, Hammonds Plains and Upper Sackville Land Use By-law;

AND WHEREAS the North West Community Council for the Municipality approved this request at a meeting held on [**Insert - Date**], referenced as Municipal Case Number 17602;

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

## **PART 1: GENERAL REQUIREMENTS AND ADMINISTRATION**

### **1.1 Applicability of Agreement**

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

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

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

### **1.3 Applicability of Other By-laws, Statutes and Regulations**

1.3.1 Further to Section 1.2, nothing in this Agreement shall exempt or be taken to exempt the Developer, lot owner or any other person from complying with the requirements of any by-law of the Municipality applicable to the Lands (other than the Land Use By-law to the extent varied by this Agreement), or any statute or regulation of the Provincial/Federal Government and the Developer or Lot Owner agree(s) to observe and comply with all such laws, by-laws and regulations, as may be amended from time to time, in connection with the development and use of the Lands.

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

### **1.4 Conflict**

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.

### **1.5 Costs, Expenses, Liabilities and Obligations**

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

## **1.6 Provisions Severable**

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

## **PART 2: DEFINITIONS**

### **2.1 Words Not Defined under this Agreement**

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

## **PART 3: USE OF LANDS, SUBDIVISION AND DEVELOPMENT PROVISIONS**

### **3.1 Requirements for Approval**

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

### **3.2 General Description of Land Use**

The use of the Lands permitted by this Agreement is a residential subdivision pursuant to the requirements of the R-1 (Single Unit Dwelling) Zone of the Beaver Bank, Hammonds Plains and Upper Sackville Land Use By-law as may be amended from time to time, and subject to the provisions contained within the Regional Subdivision By-law as may be amended from time to time.

### **3.3 Temporary Fencing**

Temporary fencing shall be required along the eastern property boundary, prior to the commencement of any onsite works on the Lands, including earth movement or tree removal other than that required for the installation of the fencing. The specifications of the fencing shall be approved by the Development Officer prior to installation. The fencing may be removed in whole or in part after the issuance of occupancy permits.

## **PART 4: STREETS AND MUNICIPAL 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 and Halifax Water Design and Construction Specifications unless otherwise provided for in this Agreement and shall receive written approval from the Development Engineer prior to undertaking the work.

### **4.2 Off-Site Disturbance**

Any disturbance to existing off-site infrastructure resulting from the development, including but not limited to, streets, sidewalks, curbs and gutters, street trees, landscaped areas and utilities, shall be the responsibility of the Developer, and shall be reinstated, removed, replaced or relocated by the Developer as directed by the Development Officer, in consultation with the Development Engineer.

## **PART 5: ENVIRONMENTAL PROTECTION MEASURES**

### **5.1 Erosion and Sedimentation Control and Grading Plans**

Prior to the commencement of any onsite works on the Lands, including earth movement or tree removal other than that required for preliminary survey purposes, or associated offsite works, the Developer shall have prepared by a Professional Engineer and submitted to the Municipality a detailed Erosion and Sedimentation Control Plan. The plans shall comply with the *Erosion and Sedimentation Control Handbook for Construction Sites* as prepared and revised from time to time by Nova Scotia Environment. Notwithstanding other Sections of this Agreement, no work is permitted on the site until the requirements of this clause have been met and implemented.

## **PART 6: AMENDMENTS**

### **6.1 Non-Substantive Amendments**

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

- (a) The granting of an extension to the date of commencement of construction as identified in Section 7.3.1 of this Agreement;
- (b) The length of time for the completion of the development as identified in Section 7.5 of this Agreement;



## **6.2 Substantive Amendments**

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 three (3) years from the date of registration of this Agreement at the Registry of Deeds or Land Registry Office, as indicated herein, the Agreement shall have no further force or effect and henceforth the development of the Lands shall conform with the provisions of the Land Use By-law and the Regional Subdivision By-law.

7.3.2 For the purpose of this section, commencement of development shall mean the registration of a Subdivision Agreement at the Registry of Deeds or Land Registry Office.

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**

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;
- (c) discharge this Agreement; or
- (d) for those portions of the development which are completed, discharge this Agreement and apply appropriate zoning pursuant to the Municipal Planning Strategy and Land Use By-law for Beaver Bank, Hammonds Plains and Upper Sackville, as may be amended from time to time.

## **7.5 Discharge of Agreement**

If the Developer fails to complete the development after five (5) years from the date of registration of the Subdivision 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; 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 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

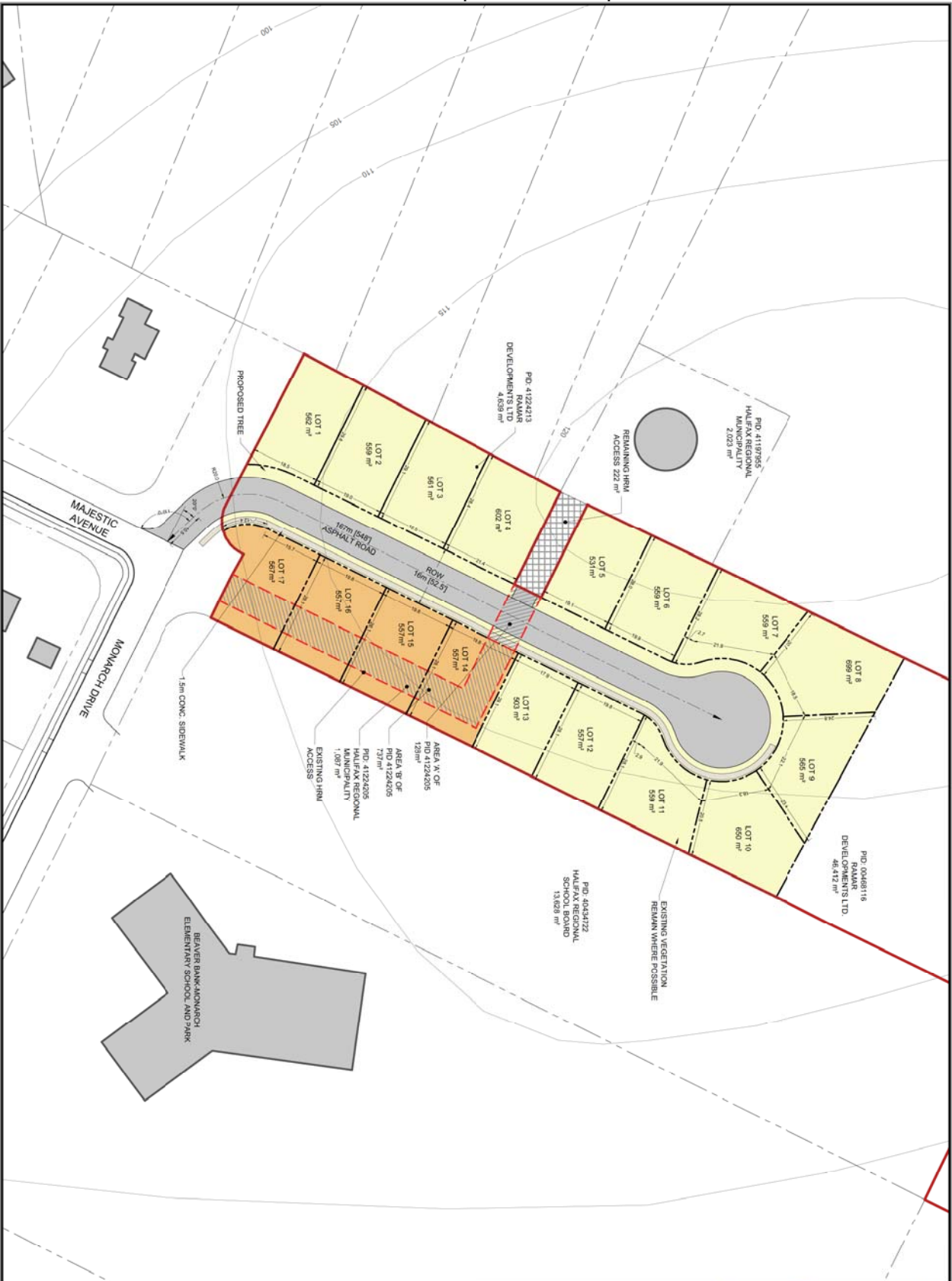
PROVINCE OF NOVA SCOTIA  
COUNTY OF HALIFAX

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 Cathy Mellett, 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

# Attachment C : Proposed Concept Plan



**KEY PLAN**

**LEGEND**

- Site Boundary
- Adjacent Property Boundary
- Proposed Property Boundary
- Phase 1
- Phase 2

**NOTES:**

- Property lines approximate only. Site subject to survey.

**SOURCES:**

- Service Area, Scale and Municipal Relations Property Owner Database

**DESIGNER:** KWATTERS

**PLANNER:** KRAD

**VERSION:** 110

**CONCEPT PLAN PROPOSED LOTS BEAVERBANK, NOVA SCOTIA**

**RAMAR DEVELOPMENTS LTD.**

MARCH 08, 2016

SCALE: 1:1,000

15 10 5 0 25 m

**WSP**

1 SHEET/LAKE DRIVE  
DARTMOUTH, NOVA SCOTIA CANADA B5B 1Y7  
PHONE: 902-295-5995 FAX: 902-295-5945 WWW.WSPGROUP.COM

**Attachment D:**  
**Excerpt from the Land Use By-law for**  
**Beaver Bank, Hammonds Plains and Upper Sackville**

**PART 6: R-1 (SINGLE UNIT DWELLING) ZONE**

**6.1 R-1 USES PERMITTED**

No development permit shall be issued in any R-1 (Single Unit Dwelling) Zone except for the following:

Single unit dwellings  
Existing two unit dwellings  
Existing mobile dwellings  
Day care facilities for not more than seven (7) children and in conjunction with permitted dwellings  
Offices in conjunction with permitted dwellings  
Bed & Breakfasts  
Open space uses

**6.2 R-1 ZONE REQUIREMENTS**

In any R-1 Zone, no development permit shall be issued except in conformity with the following:

Minimum Lot Area:	on-site services	29, 064 square feet (2700 m <sup>2</sup> )
	central water	12,000 square feet (1118 m <sup>2</sup> )
	central sewer	10,000 square feet (929 m <sup>2</sup> )
	Sewer and water services	6,000 square feet
Minimum Frontage:	on-site services	100 feet (30.5 m)
	central sewer	75 feet (23 m)
	Sewer and water services	60 feet
Minimum Front or Flankage Yard		20 feet (6.1 m)
Minimum Side or Rear Yard		8 feet (2.4 m)
Maximum Lot Coverage		35 per cent
Maximum Height of Main Building		35 feet (10.7 m)

**6.3 R-1 ZONE REQUIREMENTS: OPEN SPACE USES**

In any R-1 Zone, where open space uses are permitted, no development permit shall be issued except in conformity with the provisions of Part 22.

#### 6.4 OTHER REQUIREMENTS: OFFICE USES

Where offices are permitted in any R-1 Zone, the following shall apply:

- (a) Any office shall be wholly contained within the dwelling which is the principle residence of the operator of the office.
- (b) No individuals who are not residents in the dwelling shall be employed in the office.
- (c) No more than twenty-five (25) per cent of the gross floor area shall be devoted to any office, and in no case shall any office occupy more than three hundred (300) square feet (28 m).
- (d) No open storage or outdoor display shall be permitted.
- (e) **Not more than one (1) business sign shall be permitted and no such sign shall exceed two (2) square feet (0.2 m<sup>2</sup>) in area. The height of the sign shall be restricted to eight (8) feet or less and not be attached to a dwelling. (RC-Jun 30/09;E-Sep 5/09)**
- (f) One off-street parking space, other than that required for the dwelling, shall be provided for every one hundred and fifty (150) square feet (14 m<sup>2</sup>) of floor area devoted to any office.

#### 6.5 OTHER REQUIREMENTS: DAY CARE FACILITIES

Where day care facilities are permitted in any R-1 Zone, the following shall apply:

- (a) With the exception of outdoor play space, any day care facility shall be wholly contained within the dwelling, which is the principle residence of the operator of the facility.
- (b) No open storage or outdoor display shall be permitted.
- (c) **Not more than one (1) business sign shall be permitted and no such sign shall exceed two (2) square feet (0.2 m<sup>2</sup>) in area. The height of the sign shall be restricted to eight (8) feet or less and not be attached to a dwelling. (RC-Jun 30/09;E-Sep 5/09)**
- (d) One off-street parking space, other than that required for the dwelling, shall be provided.

#### 6.6 OTHER REQUIREMENTS: BED AND BREAKFASTS

Where a bed & breakfast is permitted in any R-1 Zone, the following shall apply:

- (a) The bed & breakfast shall be wholly contained within the dwelling which is the principle residence of the operator of the establishment;
- (b) Not more than three (3) rooms may be let;
- (c) No window display and not more than one (1) business sign shall be permitted and no such sign shall exceed two (2) square feet (0.2 m<sup>2</sup>) in area; and
- (d) One off-street parking space in addition to that required for the dwelling shall be provided for each room to be let.

6.7 OTHER REQUIREMENTS: COMMERCIAL MOTOR VEHICLES

In any R-1 Zone, not more than one commercial vehicle shall be kept on any lot and no such commercial motor vehicle shall exceed a registered vehicle weight of five (5) tons nor be kept less than ten (10) feet from any front lot line.

6.8 EXISTING HOME BUSINESS USES

Notwithstanding Section 4.9 and 6.1, the existing home businesses identified in Appendix B shall be permitted to the extent they are in existence at the time the land use by-law is adopted.

6.9 EXISTING TWO UNIT DWELLINGS

Notwithstanding Section 4.9, any existing two unit dwellings shall not be permitted to convert into a multi-unit dwelling.

6.10 SENIOR CITIZENS HOUSING

Notwithstanding Section 6.1, senior citizens housing shall be permitted within the R-1 zone on the property in Uplands Park identified by LIC Property Number 420927.

6.11 FRONTAGE ON A STREET

No development permit shall be issued in an R-1 Zone unless the lot or parcel intended to be used or upon which the building or structure is to be erected abuts and fronts upon a public street or highway.

6.12 SUBDIVISION OF EXISTING TWO UNIT DWELLINGS - UPLANDS PARK

Notwithstanding Section 6.2, the minimum lot area per dwelling unit for existing two unit dwellings on the following properties shall be 3,000 square feet and the minimum lot frontage shall be 30 feet: Patricia Foran, LIC Number 420265; Lawrence Leslie, LIC Number 420224; Sarah Martin, LIC Number 420398.



**Attachment E:**  
**Review of Relevant Policies from the Municipal Planning Strategy for**  
**Beaver Bank, Hammonds Plains and Upper Sackville**

<i>P-4 An application for development within any CDD Zone that was established before the first notice of the intention to adopt the Regional Municipal Planning Strategy for Halifax Regional Municipality or was rezoned pursuant to Policy P-3, shall only be considered by Council through a development agreement, which shall specify: (RC- Jun 25/14;E-Oct 18/14)</i>	
<b>Policy Criteria</b>	<b>Staff Comment</b>
<i>(a) the types of land uses to be included within the development</i>	Section 3.2 of the proposed development agreement enables the uses permitted within the Single Unit Dwelling (R-1) zone of the LUB.
<i>(b) the phasing of the development to ensure that there are sufficient road capacity, school, recreation and community facilities and services to support the development in accordance with the financial capability of the Municipality to absorb any related costs</i>	The proposed development agreement does not require the development to occur in phases as it is a small scale residential subdivision of fewer than 25 lots. While the concept plan provided by the applicant (Attachment C) depicts two distinct phases the proposed agreement allows the project to proceed at a timing convenient to the applicant, provided the stipulated dates for commencement and completion are observed.  HRM Development Engineering, the Halifax Regional School Board, and HRM Parks and Recreation have reviewed the proposal and concluded that the proposed development can be supported with existing municipal infrastructure and services.
<i>(c) that the proposed development suits the natural terrain and minimizes the negative impacts on the natural environment</i>	The dimensions of the subject site constrain the possible layout and design of the proposed development. While there are no site features present that make the proposed development unsuitable, it is located at a geographic high point of elevation. This is discussed in the staff report as it relates to stormwater management. Section 5.1 of the proposed development agreement requires the submission of a detailed erosion and sedimentation control plan prior to any work commencing on the site.
<i>(d) that the subdivision plan makes provision to retain existing significant natural features such as wetlands, floodplains, and watercourses through site design that guides development away from these areas</i>	None of these features have been identified on the subject site.
<i>(e) that useable open space lands are adequately distributed throughout the neighbourhood(s) to meet the needs of the residents and to facilitate convenient access</i>	The subject site comprises approximately 10% of area zoned CDD. It is anticipated that at such time that the entire CDD zoned area is available to be developed useable open space will be provided appropriately. HRM Parks and Recreation has reviewed the application and advised that the site is adequately serviced by existing public parkland.
<i>(f) that the layout, design and hierarchy of</i>	The proposed development agreement enables

<i>roads and pedestrian facilities is adequate to service the proposed development and minimizes through traffic along on local streets within the proposed and adjacent subdivisions</i>	the development of a new public street. The proposed street would adequately serve the proposed dwellings, and minimize through traffic given it would terminate in a cul-de-sac. At such a time when the remainder of the CDD lands are available for development the overall road network for the CDD will be designed.
<i>(g) measures to minimize the impact on local streets within existing adjacent subdivisions during the construction phase of the proposed development</i>	Section 1.3.1 of the proposed development agreement requires the developer to comply with all HRM by-laws and regulations including By-law S-300 respecting streets. The Streets By-law contains provisions to address matters such as street obstructions and the removal of dirt and dust generated by construction activities.
<i>(h) provisions for the proper handling of stormwater and general drainage within and from the development</i>	Section 1.3.1 of the proposed development agreement requires the developer to comply with all HRM by-laws and regulations. This includes the Regional Subdivision By-law which contains sections regarding the engineering design of stormwater systems and grading to ensure stormwater and drainage is managed appropriately.
<i>(i) the provision of landscaping and the retention of natural vegetation</i>	No specific landscaping provisions have been prescribed by the proposed development agreement. The R-1 zone has required minimum yards [Front: 6.1m (20 feet), Rear and Side: 2.4m (8 feet)] where neither dwellings nor accessory buildings can be located and it is anticipated that owners will landscape these areas at their discretion.
<i>(j) controls on the use of a temporary rock crusher in the construction of the residential subdivision in terms of hours of operation, minimum setbacks and buffering to provide a dust, wind and noise barrier; and</i>	Section 1.3.1 of the proposed development agreement requires the developer to comply with all HRM by-laws and regulations. This includes Section 14.3 of the LUB, which has restrictions on temporary rock crushers. HRM By-law N-200 respecting noise also applies.
<i>(k) any other matter relating to the impact of the development upon surrounding uses or upon the general community, as contained in Policy P-137.</i>	See Table Below

<i>P-137 In considering development agreements and amendments to the land use by-law, in addition to all other criteria as set out in various policies of this Plan, Council shall have appropriate regard to the following matters:</i>	
<b>Policy Criteria</b>	<b>Staff Comment</b>
<i>(a) that the proposal is in conformity with the intent of this Plan and with the requirements of all other municipal by-laws and regulations</i>	The proposal is consistent with Policy P-4 (see table above)
<i>(b) that the proposal is not premature or inappropriate by reason of:</i>	...
<i>(i) the financial capability of the Municipality to absorb any costs relating to the development</i>	The developer will be responsible for all costs associated with the development.
<i>(ii) the adequacy of central or on-site sewerage and water services</i>	The site is located within the municipal service boundary and will be serviced by municipal water

	and sanitary.
<i>(iii) the adequacy or proximity of school, recreation or other community facilities</i>	The Halifax Regional School Board has reviewed the proposed development, identified that the school-aged population generated will be minimal, and can be accommodated within Beaver Bank-Monarch Drive Elementary, Harrold T. Barrett Junior High and Lockview High School. HRM Parks and Recreation has reviewed the proposed development and identified that there are adequate parks in the vicinity to provide recreation to the population generated by the development.
<i>(iv) the adequacy of road networks leading or adjacent to or within the development; and</i>	A Traffic Impact Statement was provided and reviewed by HRM Development Engineering and Traffic Services. The statement did not identify any significant impacts to the existing transportation network as a result of this proposed development.
<i>(v) the potential for damage to or for destruction of designated historic buildings and sites.</i>	No historic buildings or sites have been identified.
<i>(c) that controls are placed on the proposed development so as to reduce conflict with any adjacent or nearby land uses by reason of:</i>	...
<i>(i) type of use</i>	The proposed development agreement enables development as per the R-1 zone requirements of the LUB. No conflict is anticipated with respect to the uses permitted or development standards as the surrounding residential zones (R-1, R-6 and R-1B) enables similar uses and have similar standards.
<i>(ii) height, bulk and lot coverage of any proposed building</i>	
<i>(iii) traffic generation, access to and egress from the site, and parking</i>	A Traffic Impact Statement was provided and reviewed by HRM Development Engineering and Traffic Services. The statement addressed the matters of traffic generation and site access and egress. Parking requirements are regulated under the LUB. Section 4.26 of the LUB requires 1 parking space per residential unit.
<i>(iv) open storage</i>	The proposed development agreement enables development as per the R-1 zone requirements of the LUB. The R-1 zone permits home office uses in conjunction with dwellings however Section 6.4 (d) of the LUB does not permit any open storage or outdoor display.
<i>(v) signs; and</i>	The proposed development agreement enables development as per the R-1 zone requirements of the LUB. The R-1 zone permits home office uses in conjunction with dwellings, Section 6.4 (e) of the LUB permits one business sign limited to two square feet in area and eight feet in height which cannot be attached to the dwelling.
<i>(vi) any other relevant matter of planning concern.</i>	No other matters have been identified for discussion.
<i>(d) that the proposed site is suitable in terms of the steepness of grades, soil and</i>	None of these features have been identified on the subject site. While the subject site sits at a

<p><i>geological conditions, locations of watercourses, marshes or bogs and susceptibility to flooding.</i></p>	<p>geographic high point there are no areas of the site which severe grade changes which would hinder development.</p>
<p><b><i>(e) Within any designation, where a holding zone has been established pursuant to "Infrastructure Charges - Policy P-81, Subdivision Approval shall be subject to the provisions of the Subdivision By-law respecting the maximum number of lots created per year, except in accordance with the development agreement provisions of the MGA and the "Infrastructure Charges" Policies of this MPS. (RC-Jul 2/02; E-Aug 17/02)</i></b></p>	<p>No holding zone has been established in relation to infrastructure charges.</p>

**HALIFAX REGIONAL MUNICIPALITY**  
**Public Information Meeting**  
**Case No. 17602**

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**Monday, May 7, 2012**  
**7:00 p.m.**

**Beaver Bank Monarch Elementary School**

**STAFF IN**

**ATTENDANCE:** Jacqueline Belisle, Planner, HRM Planning Applications  
Thea Langille, Supervisor, HRM Planning Applications  
Alden Thurston, Planning Technician, HRM Planning Applications  
Cara McFarlane, Planning Controller, HRM Planning Applications

**ALSO IN**

**ATTENDANCE:** Councillor Barry Dalrymple, District 2  
Kristin O'Toole, Genivar Inc.

**PUBLIC IN**

**ATTENDANCE:** Approximately 21

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**1. Call to order, purpose of meeting – Jacqueline Belisle**

**Ms. Belisle** introduced herself as the planner facilitating the application through the planning process; Councillor Barry Dalrymple, District 2; Thea Langille, Supervisor for HRM Planning Applications; Cara McFarlane and Alden Thurston, HRM Planning Applications; and on behalf of Ramar, Kristin O'Toole from Genivar.

The purpose of the public information meeting (PIM) is to inform the community that HRM has received an application, describe the proposal and background, and receive comments and feedback from public. No decisions are made at the PIM.

The PIM agenda was reviewed.

**2. Overview of planning process – Jacqueline Belisle**

The PIM is first stage of the planning process. Feedback, comments and the proposal are reviewed by staff and internal/external agencies; a development agreement is then negotiated with the applicant which will be included in draft form in a staff report that will go forward to the North West Planning Advisory Committee (NWPAC) and North West Community Council (NWCC); NWCC will hold a public hearing which is then followed by a 14 day appeal period. If this application is approved (in this form or another), citizens can appeal the decision and if it is not approved, the applicant can appeal which could result in a very lengthy process after the public hearing. All appeals are made through the Nova Scotia Utility and Review Board (NSUARB).

### **3. Presentation of Proposal – Jacqueline Belisle**

Tonight's proposal is for a development agreement for a 15 residential lot subdivision on the corner of Monarch Drive and Majestic Avenue in Beaver Bank.

The site (highlighted in red) is comprised of two properties and a portion of the third property. Administratively, the site falls within the Beaver Bank, Hammonds Plains and Upper Sackville plan area. It is designated Mixed Use A under the Municipal Planning Strategy (MPS) and is zoned CDD (Comprehensive Development District) under the Land Use By-law (LUB).

Prior to the meeting, there were a few questions regarding the growth control area. Referring to the slide, the area to the north of the site (shaded in green) is the Beaver Bank growth control area. The HRM Regional Plan established two growth control areas in HRM where any new residential subdivisions on new roads were not permitted. Outlined in black are the Beaver Bank growth control area and the Hammonds Plains growth control area. They were established because the Beaver Bank Road and Hammonds Plains Road are two-lane commuter highways that were operating with high traffic volumes and anymore residential subdivision would put extreme pressure on them which could potentially lead to some safety hazards. Tonight's proposal is just to the south of the Beaver Bank growth control area and is zoned CDD which means that residential subdivision can be entertained through the development agreement process.

The CDD Zone permits the following uses by development agreement only: single unit dwellings, two unit dwellings (considered residential uses), local commercial uses (small business use under 2,000 square feet in area), home daycare facilities (in conjunction with permitted dwellings with 7 or fewer children), bed and breakfasts, home businesses, as well as institutional uses (schools, post offices, fire or police stations, libraries, etc.)

A development agreement is a legal contract between the property owner and HRM that sets out what specific land uses can occur on a piece of property. Policy P-4 in the Beaver Bank, Hammonds Plains and Upper Sackville MPS lists the different criteria to consider for a development agreement on CDD lands. Those types of things are: what type of land uses can occur on the property (proposed is residential use); the phasing of that development; if the development suits the natural terrain; that the development retains significant natural features; impact of the development on the local street network; and matters contained within Policy P-137.

Policy P-137 is a catch-all/general implementation policy that pertains to every planning application. A few criteria are as follows: adequate service either with on-site facilities or municipal services; adequacy of road networks and traffic generation; non-disturbance of any historic buildings or sites in the area, necessary controls are in place to reduce any conflict between the proposed use and any existing uses; whether or not the site is suitable in geographical terms (streams, lakes or natural habitat); etc.

### **Presentation of Proposal – Kristin O'Toole, GENIVAR Inc.**

Ramar would like to develop a 15 residential lot subdivision on the corner of Monarch Drive and Majestic Avenue through a development agreement with HRM. Single family homes are proposed but depending on the market, the applicant would like some flexibility within the

development agreement to potentially build some semi-detached units on single lots. The proposed homes will be two storeys with a basement. Architectural features include vinyl siding, a garage out front, window pediment, and possibly decorative colors where appropriate.

The development will tap off the existing infrastructure in the area for central services and access will be provided through a right of way that stems off of Majestic Avenue. A traffic impact statement has been conducted and it was determined that there will be no significant impact on road networks of Monarch Drive, Majestic Avenue or Beaver Bank Road. It was recommended however, if this application is approved, that a stop sign be added at the approach of Monarch Drive to slow down and control traffic.

Referring to the concept plan, the proposed entrance is at the existing water tower entrance (a 15 metre right-of-way). The treed street will have a driving lane (9 metres) and a sidewalk (1.5 metres). The lots on the site plan have different colored units on them. The blue units would be 33 x 36 feet, the red 36.5 x 33 feet and the yellow 35 x 47.3 feet. The lot is adjacent to the school and there are no wetlands or watercourses on the site. The services will run under the road network. The water tower can still be accessed by a right of way between Lots 5 and 6.

Some renderings of the homes were shown.

#### **4. Questions and Comments**

**Rachael Sherwood, lives at the bottom of Majestic Avenue and runs a daycare in her home** – Her property collects the water runoff from Majestic Avenue and Imperial Court. Since 2004, she has spoken to the Mayor, Councillor Snow and Halifax Regional Water Commission (HRWC). The infrastructure for Beaver Bank has not been updated. In previous years, residents have been filling in their ditches. Over time that has affected the storm drainage in the area. Some people have subdivided their lots and more houses have been added to the street. Her house and backyard are flooded constantly. Her neighbor has the same issues. The addition of 15 to 30 more houses will have a massive impact on her property. The ditches are already 8 x 12 feet and to increase them would be taking away from the property. Ms. Belisle said that this issue would be part of the internal review.

**Rob Turnbull, Majestic Avenue** – Is concerned as to where the storm drainage is going to go. The ditches in the area used to be cleaned every two or three years. Since the water and sewage has come, the ditches have been messed up. When it rains there is a huge amount of water that rushes down the street. He wonders if the water tower is flushed out on a regular basis. Large six inch slate was put in the ditch but it is all gone now. **Ms. O'Toole** would have to refer any specific drainage questions to Genivar's engineer. Referring to the servicing schematic, it shows stormwater and sanitary services running under the road and water coming off the site. **Ms. Belisle** will bring these questions to the HRM development engineering and HWRC during the internal review of this application.

**Mr. Turnbull** - Are there going to be sidewalks? **Ms. O'Toole** said there will be one going up the hill on the right-hand side.

**Mr. Turnbull** – Can't imagine anyone wanting to live that close to the tower. Is it possible to get a building permit to build that close to the water tower? **Ms. Belisle** said development services will be part of the internal review.

**Mr. Turnbull** - In 1985, there were plans for Monarch Drive to go out to the main highway. Is that still going to happen? It would provide another access to the neighbourhood. **Ms. Belisle** will look into that.

**Mr. Turnbull** - What are the lot frontages? **Ms. O'Toole** said the properties with the blue units are 50 feet and the red and yellow units are 60 feet. **Ms. Belisle** explained that staff will determine whether or not the frontages are appropriate for the area.

**Mr. Turnbull** – Is there a future proposal to meet Galloway Drive? **Ms. Belisle** explained that under the current regulations that connection cannot be made due to the growth control area. It will be re-evaluated once the Margeson Drive extension (Beaver Bank By-Pass) is built.

**Ms. Sherwood** - If the drainage is going to be piped under the road, there will be many angry residents. The yellow and blue units are on the same side of the street that residents were told their ditches could not be covered.

**Brian Matthews, Truro, owns property on Galloway Drive** – What is the procedure for extending the control zone? **Ms. Belisle** – an application would have to be made to amend the Halifax Regional Subdivision By-law. It is a very lengthy process that would involve Regional Council. The applicant would have to demonstrate that all the issues for why the growth control area was put in place are not relevant anymore. The applicant would also have to submit a traffic impact study to demonstrate that the additional traffic on the Beaver Bank Road would not pose any undue safety issues. **Mr. Matthews** asked if it would be possible for the application of this proposal to get incremental building lots put into an area that looks like it's meant to accommodate those. **Ms. Belisle** said that it would not be an easy process for anyone to come in and change that growth control boundary. It would be a completely different application.

**Paul Shebib, Joan Drive** – What time of the day did the traffic engineer base his study on? **Ms. O'Toole** said that the traffic impact study was conducted in the am and pm trips. It was found that 15 more units would generate about 11 additional trips through the network in the am and the pm trips would generate 16 more trips. **Mr. Shebib** asked if it was based on single unit dwellings. **Ms. O'Toole** said it was based on residential uses. **Mr. Shebib** is concerned about 2:00 pm when the cars are parked on the side. School buses can barely get through now. It is a safety issue for the school children. The school needs to increase their parking lot space. There are many people that drive their children to school because there is a fee for the bus if you live outside of the subdivision. He thinks the stop sign will make the congestion worse. **Ms. Belisle** said that whenever there is an application for a residential subdivision, the school board is included in the internal review to ensure there is adequate space in the schools to accommodate any population that would be going in. **Mr. Shebib** asked if there will be a cul-de-sac at the end of the subdivision. **Ms. O'Toole** said that it is going to be a turning "T". The stop sign will cause queuing one way but there may be more capacity to drop off in one area and the stop sign will slow traffic down. **Mr. Shebib** stated that he is opposed to any semi-detached houses as it would bring down the value of the area and it is not a good fit for the neighbourhood.

**Mr. Shebib** - Is there a capital cost charge (CCC) for the new units to hook up to water and sewer? **Ms. Belisle** said that there is not because they are within the sewer boundary and have been since at least 1994 and possibly further back. She is aware that the residents of the Monarch and Rivendale Subdivision recently paid quite a substantial local improvement charge. **Mr. Shebib** said the area was in the service boundary but didn't receive services until possibly 2006.



The boundary stopped two houses passed Ms. Sherwood's property. He does believe there is a CCC charge. The agreement for residents in Monarch who did get water says that any costs to HRWC due to new proposed land within the area would be shared amongst people with flag lots. He is just curious.

**Ken Butler, Beaver Bank** – Will a fence be built at the back of these properties? **Ms. O'Toole** said the fence can be looked at during negotiations of the development agreement.

**Mr. Butler** – Why are the first three lots of the subdivision deeper than the others? **Ms. O'Toole** believes it is because of the topography of the land and the way the surveyed lots are divided.

**Councillor Dalrymple, District 2** – Reiterated that the residents in Monarch and Rivendale have paid a lot of money recently to have water put in to their lots and the entire subdivision. He would certainly like to see the area continue to be single unit dwellings which is in character with the rest of the subdivision. The reason most people move to the area is because of the larger lots with one house.

**Mr. Tunrball** - If this application is approved as single family units, another public process should have to take place if in the future the applicant wants to build further. **Ms. O'Toole** said that within this application the most that could be done is side by side. It's either R-1 or R-2.

**Marion McClare, Majestic Avenue** – Is concerned about the amount of traffic on Majestic Avenue. Daily exposure to it is quite different from a traffic engineer counting at certain times of the day. There are families with young children moving into the new houses on the corner as you come in Majestic Avenue. The children play on the sidewalk and have a tendency to dash out into the street. Cars travel very fast on that road. She has made an inquiry as to no centre line on the road. She has been through a lot of development in the area throughout the years, and is not looking forward to going through another development. She also believes that the proposed houses are too close to the playing field.

**Nancy Mailman, Majestic Avenue** – Has lived in the area since 1984. She cannot envision a stop sign at the corner because currently the buses are not able to get out around the cars and it is very hectic. Also, if the ditches are going to be enclosed, where is the water going? Into the open ditches that run in front of their homes? **Ms. O'Toole** could not say where the water goes after it leaves the site. An engineer would have to answer that question. **Ms. Mailman** said the amount of water that comes off of and down that hill in front of their homes is going to have detrimental impact on our properties and the road. She understood at one point that Monarch Drive was going to go straight out to Beaver Bank Road. Residents brought up concerns about the breakdown of Majestic Avenue due to the traffic. Construction traffic will once again come through Majestic Avenue and further tear up the road. **Ms. O'Toole** said HRM will review the traffic impact study that Genivar submitted. **Ms. Belisle** explained that for proposals like this it will be helpful to have an HRM engineer present at any future public meetings or the public hearing to address specific questions. The purpose of the PIM is to gather comments from the public.

**Ms. Mailman** - The school board needs to be involved as the school already has to use a portable for classes. **Ms. Belisle** explained that the school board is involved in all of our applications that involve putting population somewhere.

**Ms. Sherwood** – She is aware that the Grade 6s will be moved to Harold T. Barrett School with the Grade 7s and 8s because Beaver Bank Monarch School is already at maximum capacity for Grades Primary to 6.

**Ms. Sherwood** - Brought up the issue about the pumping station on Majestic Avenue. The fill level at the pumping station was set to the anticipated amount and when that doesn't happen the actual pumping of the station and getting rid of the debris takes longer because it takes time for the capacity to fill to the set level. That stinks all summer long.

**Ms. Mailman** - If these problems didn't exist, that is a beautiful piece of property to have a home on. When these problems are presented and they are not addressed, there are issues.

## **5. Closing Comments**

**Ms. Belisle** thanked everyone for coming and expressing their comments.

## **6. Adjournment**

The meeting adjourned at approximately 7:53 p.m.