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Item No. 21.2
Halifax Regional Council
June 10, 2025

TO: Mayor Fillmore and Members of Halifax Regional Council

SUBMITTED BY: Cathie O'Toole, Chief Administrative Officer

DATE: March 27, 2025

SUBJECT: Land Transfer- Feely Lake

INFORMATION REPORT

ORIGIN

March 7, 2023, Motion of Regional Council – Item 15.5.1

MOVED by Councillor Blackburn, SECONDED by Councillor Lovelace

THAT Halifax Regional Council direct the Chief Administrative Officer (CAO) to provide a staff information report on the lands surrounding Feely Lake including the history of the land transfer, the original intention of the lands, why these plans were not realized and steps that need to be taken to complete this land transfer.

MOTION PUT AND PASSED UNANIMOUSLY.

EXECUTIVE SUMMARY

This report outlines the regulatory history of the Millwood Subdivision, details the status of the requirement for and steps needed to complete the transfer of lands around Feely Lake.

BACKGROUND

Millwood Subdivision is the common name for the planned unit development (PUD) located in the community of Lower Sackville. Millwood was developed throughout the 1980s and 1990s by the Province of Nova Scotia through the former Nova Scotia Housing Commission. The development of Millwood was regulated by an agreement, included within Attachment A, between the Province and the former Municipality of the County of Halifax. The agreement allowed for the development of the area, including a mix of residential uses, parks and school sites. Along with Millwood, Forest Hills in Cole Harbour was also developed through the same PUD agreement process.

Three documents support a future regional park surrounding Feely Lake. The PUD agreement (Attachment A) and the attached maps from the Millwood Master Plan Report (Attachment B) indicate

that the lands surrounding Feely Lake were intended as parkland to be conveyed to the Municipality concurrent with each phase's approval. Policy CF-4 of the Sackville Municipal Planning Strategy states that "it shall be the intention of Council to give priority consideration to lands adjacent to First Lake, Second Lake, Feely Lake and the Sackville and Little Sackville Rivers for community parkland". Lastly, the Regional Municipal Planning Strategy aligns with both the PUD master plan and the Sackville Municipal Planning Strategy, noting within Section 2.2.3 and Table 2-3 (Attachment C) that the lands around Feely Lake are intended to become a Regional Park, with the Province noted as the responsible agency. Feely Lake and the associated park are also identified in the Active Transportation Priorities Plan as incorporating proposed active transportation as part of the Sackville Greenway.

DISCUSSION

The above-noted documents support an intention to transfer the land surrounding Feely Lake to the municipality for parkland. Most of the Millwood PUD has been developed and it appears conveyance of the lands around Feely Lake from the Province to the Municipality was one of the few remaining terms of the agreement that were not realized.

Since its inception in 2006, the Regional Plan has identified the future potential need for an east-west collector road between Upper Sackville and Middle Sackville. This proposed road connection (initially referred to as Maroon Drive, now referred to as MacLellan Drive) would connect to Beaver Bank Road just south of Feely Lake. An update on the status of the Beaver Bank Bypass project, including that of MacLellan Drive was delivered to [Regional Council on March 19, 2024](#)¹.

In June of 2024 the Millwood PUD agreement was terminated by agreement between the Municipality and the Province and it is no longer effective. Where the agreement is no longer in place, the parkland transfer contemplated by the agreement would no longer be required. Preliminary discussions with the Province have taken place, centering around the possibility of HRM acquiring the remaining parkland identified in the PUD. The land transfer did not occur before the agreement was discharged and the Province is no longer obligated to transfer the parkland to HRM. Should the municipality wish to acquire parkland in this area, direction from Council would be necessary in order to investigate further. The Province has indicated openness to further consideration of the matter.

Appropriate zoning for the lands formerly subject to the Millwood PUD agreement is being considered as part of the Regional Plan Review Phase 4 amendment package, which is before Council for adoption.

FINANCIAL IMPLICATIONS

There are no direct financial implications related to this report.

LEGISLATIVE AUTHORITY

- *The Planning Act, Statutes of Nova Scotia*, 1969 (now repealed)
- By-law 35- The Planned Unit Development By-law
- The Millwood Planned Unit Development agreement between the Nova Scotia Housing Commission and the Municipality of the County of Halifax, dated January 18, 1982.

¹ <https://cdn.halifax.ca/sites/default/files/documents/city-hall/regional-council/240319rci04.pdf>

ATTACHMENTS

- Attachment A Millwood Planned Unit Development Agreement
- Attachment B Millwood Master Plan
- Attachment C Regional Municipal Planning Strategy (Section 2.2.3)

Report Prepared by: Sean Audas, Manager- Land Development and Subdivision 902.476.9553

Attachment A-
Millwood Planned Unit
Development AgreementTHIS AGREEMENT made this *18th* day of *January*

1982
BETWEEN: NOVA SCOTIA HOUSING COMMISSION,
body corporate,
a

(hereinafter referred to as the
"Commission").

- and -

MUNICIPALITY OF THE COUNTY OF HALIFAX,
body corporate,
a

(hereinafter referred to as the
"County").

WHEREAS the Commission is the owner of certain lands at Sackville, in the County of Halifax, Province of Nova Scotia, commonly referred to as the Millwood Subdivision;

AND WHEREAS the Commission has prepared a Master Plan and Report to be used in the development of the Millwood Subdivision, pursuant to this Agreement;

AND WHEREAS the Commission has made application to the County to allow the Developer to develop certain of its lands at Sackville under an agreement pursuant to the Planned Unit Development By-law of the County;

AND WHEREAS under the authority of the Planned Unit Development By-law, the Council of the County, in the interest of good planning, passed a resolution approving in principle the Master Plan and Report for the development of the Millwood Subdivision as a development scheme under the Planned Unit Development By-law.

NOW THEREFORE THIS AGREEMENT WITNESSETH that the Commission and the County, in consideration of the mutual promises, covenants and agreements herein contained, and, in consideration of the sum of ONE DOLLAR (\$1.00) paid by the Developer to the County, each promises, covenants and agrees with the other as follows:

DEFINITIONS

1. In this Agreement:

- (a) "Commission" means the Nova Scotia Housing Commission, a body corporate pursuant to the provisions of Chapter 129 of the Revised Statutes of Nova Scotia, 1967, the Housing Development Act, having its Head Office in the City of Dartmouth, Province of Nova Scotia;
- (b) "County" means the Municipality of the County of Halifax, a body corporate pursuant to the provisions of Chapter 192 of the Revised Statutes of Nova Scotia;

- (c) "P.U.D. By-law" means the Planned Unit Development By-law of the County;
- (d) "lands" means all that certain, lot, piece or parcel of land situate, lying and being at Sackville, in the County of Halifax, and Province of Nova Scotia, being more particularly shown as the area outlined in red on the plan attached hereto as Appendix A;
- (e) "Master Plan" means the Master Plan and Report prepared by the Commission to be used in the development of the Lands, which Master Plan and Report is attached hereto as Appendix B;
- (f) "Servicing Standards" means the servicing standards to be used in the construction and installation of the "Water System", the "Sanitary Sewerage System", the "Storm Sewerage System", the "Street System and the "Walkway System", which servicing standards are attached hereto as Appendix C;
- (g) "Planning Standards" means the planning standards to be used in the development of the Lands, which planning standards are attached hereto as Appendix D;
- (h) "Site Planning Criteria" means the National Site Planning Criteria referred to in the Planning Standards, which Site Planning Criteria is attached hereto as Appendix E;
- (i) "Development", means the preparation of the Lands, or any part thereto, for the land uses indicated in the Master Plan; and without limiting the generality of the foregoing, shall include the installation of the Services. Development does not, however, include the construction of any structures or buildings, other than the Services on the lands;

- (j) "System" when used in relation to water or sewage means the pipes, conduits, drains, structures, equipment and appurtenances of every description intended for the collection, transportation, distribution and pumping of sewage or water;
- (k) "Sewer" means a pipe or conduit for carrying sewage and includes all sewer drains of every description;
- (l) "Water Systems" means the water distribution system to be constructed and installed by the Commission on the lands in stages as the Lands are developed;
- (m) "Storm Water Management" means the procedure to be followed to control the storm water runoff which shall occur from the Millwood Development and attached hereto as Appendix "F";
- (n) "Sanitary Sewerage System" means a sewerage system receiving and carrying waterborne wastes from residences, businesses, buildings, institutions, industrial establishments and recreational facilities, and to which storm, surface or ground water are not intentionally admitted, to be constructed and installed by the Commission on the Lands in stages as the Lands are developed;

This definition of Sanitary Sewerage System includes only the pipe, conduit, drains, structures, equipment and appurtenances installed and constructed in, on, or under areas designated as public right-of-ways and designated service easements and does not include laterals to be located between buildings on lots and the public right-of-ways;

- (o) "Storm Sewerage System" means a sewer designated and intended to receive and carry storm water and surface run-off water

only, to be constructed and installed on the Lands in stages as the Lands are developed;

- (p) "Street System" means the public street system to be constructed by the Commission on the Lands in stages as the lands are developed;
- (q) "Walkway System" means the public walkways to be constructed by the Commission on the lands in stages as the lands are developed;
- (r) "Services" means the "Water System", the "Sanitary Sewerage System" the "Storm Sewerage System" , the "Street System" and the "Walkway System".
- (s) "Phase" means one of the five (5) phases referred to in the Master Plan;
- (t) "Developed Phase" means a Phase in which the Services have been installed;
- (u) "Subdivision Design Plans" means:
 - (I) the plan of subdivision showing the proposed layout and land use of the land being subdivided; and, showing lot location and dimensions and showing street locations and dimensions; and showing such other information as the County may reasonably require in order to discharge its obligations under this Agreement and its subdivision regulations and by-laws as amended from time to time;
 - (II) this plan of subdivision shall be prepared in accordance with the requirements of S.26-S.270 inclusive of the Registry Act, R.S.N.S. 1967, c.265 as if the same provisions were in effect and S.26 to S.270 are hereby incorporated into this paragraph of this Agreement;

- (III) a design package which consists of plans and specifications for the "Water System," "Sanitary Sewerage System", the "Street System" and the "Walkway System" to be constructed and installed on the Lands being subdivided;

- (v) "Trunk Water Line" means any water line which is located outside of "lands" at Sackville in the County of Halifax, and Province of Nova Scotia, which is owned, serviced and maintained by the County;

- (w) "Trunk Sanitary Sewerage Line" means the trunk sanitary sewerage line located at Sackville, in the County of Halifax, and Province of Nova Scotia, which is owned, serviced and maintained by the County;

- (x) "Joint Certificate" means the Joint Certificate given by the Department of Environment and Health of the Province of Nova Scotia;

- (y) "Certificate" means a certificate given by the Commission in relation to a specific Phase stating that the "Water System", the "Sanitary Sewerage System", the "Storm Sewerage System" and the "Street System", or any one or combination of these systems, in the Phase in which the Certificate relates, have been constructed and installed in accordance with the Servicing Standards, which Certificate is to be signed by or on behalf of the Commission;

- (z) "Agreement" or "this Agreement" means this Agreement and the Schedules attached hereto;

- (aa) The marginal notes in this Agreement form no part of the Agreement, but shall be deemed to be inserted for the convenience or reference only.

LAND USE (ZONING AND
VARIANCE)

2. (a) The Parties hereto agree that upon execution of the Agreement, the Lands herein shall be included in a Planned Unit Development Zone.
- (b) The Lands described in Appendix A attached hereto shall be used by the Commission only for those uses identified in the Master Plan with such changes or modifications as permitted by Section 3 of this Agreement;
3. (a) The Parties hereto, by mutual consent and pursuant to the provisions of the P.U.D. By-law may amend the Master Plan and/or this Agreement.
- (b) It is agreed by the Parties hereto that Variances with respect to the wording of this Agreement shall be dealt with pursuant to Clause 11 of the "P.U.D. By-law".
4. (a) The Subdivision Design Plans should be in general agreement with the Master Plan, it being acknowledged, however, that the Subdivision Design Plans will be more detailed than the Master Plan and that the two, therefore, will not be identical. The County acknowledges that it will accept general compliance between the Master Plan and the Subdivision Design Plans.
- (b) The boundaries or boundary of any Phase as indicated in the Master Plan, may be changed by the Subdivision Design Plans but will generally be in agreement with the Master Plan.
5. The Development of the Lands will be in accordance with the Master Plan, and in accordance with this Agreement. In the event that the provisions of this agreement and the provisions of the Master Plan conflict, then the provisions of this Agreement shall govern.

6. (a) Where there is any conflict between the provisions of the P.U.D. By-law and/or this Agreement with the Planning Act, the Zoning By-law of the County, the Building By-law of the County, the Occupancy By-law of the County or the Subdivision Regulations of the County, then the provisions of the P.U.D. By-law and this Agreement shall prevail, except in regard to that part of the County's Zoning By-law relating to non-conforming uses.

(b) (i) The provisions of Part VII of the Planning Act are not applicable to the Lands;

(ii) The Commission shall not be required to obtain a development permit, or any similar permit, as required by the Planning Act in respect of the Lands;

SUBDIVISION APPROVAL

7. (a) The Commission shall before commencing with the construction and installation of services in any Phase of the lands, first submit to the County the Subdivision Design Plans of the phase to be serviced.

(b) The County shall, upon receiving the Subdivision Design Plans, immediately begin to process them for approval; and, shall approve or disapprove the Subdivision Design Plans submitted to it within thirty days of the date they are received by the County.

(c) Provided the Subdivision Design Plans agree with this Agreement and these Appendices, the County shall approve the Subdivision Design Plans where they contain the information as set out in paragraph 1(u), (I), (II), and (III), herein.

(d) Where a further subdivision, re-subdivision consolidation or other adjustment in an approved Subdivision Design Plan is desired by the Commission or its nominee, then the

Commission or its nominee or purchaser from the Commission, may apply to the County, and the County will approve the subdivision, re-subdivision, consolidation or other adjustment, provided that the subdivision, re-subdivision, consolidation or adjustment is consistent with the Master Plan and this Agreement.

8. (a) In the event that the Subdivision Design Plans are not approved by the County, then the County will immediately give to the Commission in writing:
 - (I) the reasons for the refusal to approve the Subdivision Design Plans, and,
 - (II) a statement of what the County requires before it will approve the Subdivision Design Plans.
 - (b) In the event that the County approves the Subdivision Design Plans submitted in relation to any Phase, then the County shall give to the Commission approval of the Subdivision Design Plans submitted, and shall give to the Commission Full Approval of the subdivision and of each lot within that subdivision. The Full approval of the subdivision and the lots of the subdivision shall be made complete upon receiving from the Commission the approval to be obtained by the Commission pursuant to paragraph 11 herein, and shall be referred to as the Complete Approval;
9. (a) The Complete Approval referred to in paragraph 8b herein shall be equivalent to the present Final Lot Approval given by the County.
 - (b) The Complete Approval to be given by the County in respect to each phase of the subdivision and each lot in the subdivision shall be sufficient to satisfy all requirements of the Planning Act; and, in particular but not exclusively, s.49.

- (c) The Complete Approval to be given by the County in respect to the subdivision and each lot in the subdivision will enable the Commission to commence with development immediately. The Commission or its agent or independent contractor shall comply with all By-laws of general application that relate to construction and installation of sewers, including, but not to limit the generality of the foregoing, the Blasting and Dangerous Materials By-law and the Removal and Movement of Top Soil By-law.

 - (d) It is expressly understood and agreed that as long as the Department of Municipal Affairs for the Province of Nova Scotia requires that Regional Development Permits be obtained, and so long as the Department is, itself, issuing these Permits, the Commission will take whatever steps are necessary to obtain the Regional Development Permits;

 - (e) The County agrees to do whatever is necessary to any plans submitted to it in relation to a subdivision, in which Complete Approval has been obtained, to allow the plans to be registered at the Registry of Deeds for the County of Halifax, Nova Scotia, and to comply with the Registry Act.
10. (a) The parties hereto agree that Statutes N. S. 1974, C.80, S.3 is deemed to conflict with the P.U.D. By-law of the County and with this Agreement; and, the parties hereto agree not to attempt to enforce or use its provisions.
- (b) The following County By-laws and Regulations are inapplicable to the Lands; that is to say: the Zoning By-law all sections except those relating to non-conforming use; the Subdivision Regulations, and, anything in the Building By-law or Occupancy By-law, which conflicts with the P.U.D. By-law or this Agreement.

11. The Commission shall obtain the overall approval of the Province of Nova Scotia Departments of Environment and Health to the Millwood development and further that the Commission shall obtain the approval of the Province of Nova Scotia Departments of Environment and Health in relation to each subdivision, Phase, or area of land referred to in each set of the Subdivision Design Plans, and shall forward the Joint Certificate to the County. Further all development shall conform to the conditions contained in Appendix F.

12. In the event that the County refuses to approve a Subdivision Design Plan, or a subdivision or the lots therein, the Commission may appeal to the Planning Appeal Board. Part X of the Planning Act applies in respect to this Agreement and to the Lands.

CONSTRUCTION AND
INSTALLATION OF
SERVICES

13. (a) The Commission shall construct and install a Water System on the Lands as indicated in the Master Plan.

- (b) The Commission shall construct and install a Sanitary Sewerage System on the Lands as is indicated in the Master Plan.

- (c) The Commission shall construct and install a Storm Sewerage System on the Lands, as is indicated in the Master Plan.

- (d) The Commission shall not commence with the construction and installation of services in any phase of the Lands without first having obtained the approval of said services, by the County in respect to water and sanitary sewerage systems and the Department of Transportation of the Province of Nova Scotia in respect to the Street and Storm Sewerage System. The Commission shall submit to the County the Subdivision Design Plans of the Phase to be serviced.

- (e) The Commission will notify the Municipality one week prior to the commencement of construction and installation of services.

STANDARDS

- 14. (a) All Services constructed and installed on the Lands by the Commission shall be in compliance with and in accordance with the Servicing Standards.

- (b) (I) All of the development undertaken shall be in compliance with and in accordance with the Master Plan and the Planning Standards.

- (II) In the event that the Site Planning Criteria referred to in the Planning Standards is revised, amended or replaced by an equivalent publication, then the parties hereto agree to take the necessary steps to have the revised, amended or equivalent publication adopted by the parties hereto for the purposes of the development of the Lands. No change in the Site Planning Criteria will invalidate anything done or performed before the change or amendment to the Site Planning Criteria.

- (c) The Water System, the Sanitary Sewerage System and the Storm Sewerage System will be constructed and installed in accordance with the Joint Certificate, and will meet all requirements under the Water Act, being the Revised Statutes of Nova Scotia, 1967, Chapter 335; and, under the Ditches and Water Courses Act, being the Revised Statutes of Nova Scotia, 1967, Chapter 78;

COMMENCEMENT OF WORK
AND RATE OF DEVELOPMENT

- 15. (a) The Commission will proceed with the development of the Lands as soon as possible after the execution of this Agreement; and, without delays, subject to paragraph 15(b) hereof;

(b) The Commission will not be held responsible for or liable for any delays, slowing down or stoppage of work or the development of the lands where the delays, slowing down or stoppage of work or development is caused by:

(I) force majeure, or

(II) reason of Civil commotion, strikes or lockouts affecting any of the trades working on the Lands, or affecting any of the trades engaged in the preparation, manufacture or transportation or any of the goods or materials required for the development of the Lands, or

(III) reason of delays by any independent contractor hired by the Commission which the Commission has taken all possible steps to avoid or reduce.

(IV) any legislation passed by the Legislature of the Province of Nova Scotia, or any regulations or orders thereunder, which make it impossible for the Commission to develop the Lands in accordance with this Agreement and the Master Plan.

(c) The Commission shall use its best efforts and will take all reasonable steps, to prevent delays, slow downs or stoppage of work or development on the Lands.

RATE OF DEVELOPMENT

16. (a) The Commission shall proceed with the development of the Lands based on:

(I) The rate of development as set out in the Master Plan.

(II) The Commission's projected demand for housing and commercial uses on the Lands.

(III) The number of purchase and sale agreements entered into between the Commission and prospective purchasers of land, and the amount of land sold by the Commission in the Lands.

(IV) The Commission will not develop a new Phase until sixty-five (65) percent of the residential uses in all developed Phases have been sold or are subject to an executed purchase and sale agreement.

(b) The Commission will not commence with the construction and installation of Services in more than two (2) Phases in any calendar year.

17. (a) The construction and installation of Services, once commenced, will be completed as soon as possible, subject to paragraph 16 hereof.

(b) (I) In the event that there is over-utilization of the Sanitary Sewerage System which over-utilization has been caused by, materially contributed to by, any action of the Commission, purchasers of land from the Commission or independent contractors of the Commission, on the Lands, the County will, as soon as it becomes apparent to the County that over-utilization has developed, give notice to the Commission in writing of the over-utilization of the Sanitary Sewerage System which notice will be as reasonably complete information as the County has in regard to the over-utilization of the Sanitary Sewerage System.

(II) Where there has been an over-utilization of the Sanitary Sewerage System, which over-utilization has been caused by

any action of the Commission, purchasers of land from the Commission or independent contractors of the Commission, on the Lands, and where the County has given to the Commission a notice referred to in Clause 17(b)(I) hereof, the County may in writing demand the Commission on reasonable notice, which notice will not be less than (3) calendar months, to stop or slow down the rate of development of the lands, subject to the Commission being permitted to complete any existing and enforceable contracts which the Commission has entered into in relation to the Lands. The stoppage of work and development on the Lands, or the slowing down of the rate of work or the development on the Lands shall continue only until the over-utilization has been rectified.

(III) The Commission will be responsible for the Services, and for any over-utilization of the Services resulting from the design defects or excessive infiltration until the Services are taken over by the County. In determining over-utilization, reference will be made to the design criteria of the Sanitary Sewerage System as outlined in the Engineering Standards-Millwood New Community. This clause is not intended to give any rights or remedies to third parties.

(IV) In the event that there is over-utilization on the lands, and the over-utilization is caused by or substantially contributed to by circumstances or events outside the Lands, and for which the Commission is not responsible, then the County will as soon as it becomes apparent to the

County that over-utilization has or may develop, give notice to the Commission in writing of the over-utilization of the Sanitary Sewerage System, which notice will be as specific as possible and will contain as much information as the County has in regard to the over-utilization of the Sanitary Sewerage System.

18. (a) The County agrees to provide, maintain, repair and keep serviced the trunk water line servicing the Lands.
 - (b) The County agrees to take all reasonable steps within its authority to supply water of sufficient volume, pressure and quality to service the Water System for a maximum of eight years from the date of approval of this agreement, having regard to the development of the Lands, and to the amount of people residing, occupying and using the Lands or using any facility or services thereon;
 - (c) The County agrees that it will permit the Commission to connect the Water System to the Trunk Water Line.
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19. (a) Subject to this Agreement, the County agrees that it will permit purchasers of Land from the Commission and all others legally occupying the Lands to hook up water facilities to the Water System.
 - (b) Subject to the conditions set out in Section 17 pertaining to the Sanitary Sewerage System, the County agrees that it will permit the Commission to connect the Sanitary Sewerage System to the Trunk Sanitary Sewerage Line.
 - (c) Subject to this Agreement the County agrees that it will permit purchasers of Land from the Commission and all others legally

occupying the Lands to hook up sewerage facilities for a lot, or lots, on the Lands to the Sanitary Sewerage System.

(d) The Commission understands and agrees that permission will be required from the Department of Transportation of the Province of Nova Scotia prior to connecting the storm sewerage system to the trunk storm sewerage line owned by the Department of Transportation, Province of Nova Scotia; and further, owners of land, purchased from the Commission and all others legally occupying the Lands will require the approval of the Department of Transportation of the Province of Nova Scotia to hook up storm drainage facilities for a lot or lots on the Lands to the storm sewerage system, owned by the Department of Transportation of the Province of Nova Scotia.

(e) It is agreed that the County will not permit any other system to be hooked into the Systems installed by the Commission, if such hookups would prevent the Commission from achieving an overall population of eighteen (18) persons per acre on the Lands.

20. (a) As the Water System, and the Sanitary Sewerage System in each Phase are completed, the Commission will give to the County a certificate.

(b) The County will accept or reject the Certificate within (30) days immediately following the date the Certification is given to the County.

(c) In the event that the County is not prepared to accept the Certificate, it shall within (30) days of receiving the Certificate give notice in writing to the Commission stating the reason why the County will not accept the Certificate and

stating what in the opinion of the County must be done to have the County accept the Certificate.

- (d) Prior to the expiration of the twelve (12) month period of maintenance during which time the Contractor must complete all outstanding work required under the contract, the Commission will arrange to have the sanitary sewer mains, sanitary sewerage laterals, and the sanitary sewerage manholes subjected to a retest for infiltration. The sanitary mains and services subjected to retest will be for sections between succeeding manholes and not for extended sections with intermediate manholes. In the event of an unsuccessful exfiltration retest, the section of mains will be subjected to a video inspection to determine the possible cause of the failure. Repairs are to be made and the sanitary mains are to be subjected to a retest.

In addition to the retest as outlined above, the Commission will arrange for video inspection of all sanitary mains laid to a grade of less than one (1) percent. Upon successful retesting of the Sanitary Sewerage System, which retesting must be verified by County Staff, the County will certify that the Sanitary Sewerage System is capable of being taken over by the County.

- (e) During the pressure testing and chlorination of the water mains upon completion of the construction of the water mains, static pressures will be taken at predetermined hydrants on the water system in each phase and duly recorded for future reference. There will be at least one predetermined hydrant on each street within the phase and the locations will be

determined on the approved plans when these are submitted to the County. Prior to the expirations of the twelve (12) month period of maintenance, static pressures will be taken at the predetermined hydrants. When the static pressure is found to correspond with the static pressures recorded during initial testing, and verified by County Staff, the County will certify that the Water System is capable of being taken over by the County.

- (f) The County will assume the maintenance and operation of the Water System, and the Sanitary Sewerage System at that time when development occurs in a Phase for which the County has certified that the Sanitary Sewerage System and the Water System is capable of being taken over.
- (g) During the period in which the Commission is in ownership of the services referred to in any Certificate, and the County is maintaining and operating the services, the County will be responsible for all day to day maintenance and operating expenses.
- (h) The County will take over ownership of the Water System, the Sanitary Sewerage System referred to in the Certificate at the time when 50% of the total number of units proposed for the system have been completed and utilized.
- (i) Upon conveying the Services referred to in the Certificate to the County, the Commission shall provide to the County reasonable documentation of its title to the land on, in, or under which the Services are located and such conveyance as are necessary to effect the transfer. On the transfer of title of the Services to the County, the Commission shall have no

further claims, liabilities, or rights thereto other than those accruing to it as an owner of land abutting on the streets on which the Services are installed.

- (j) In the event the Services referred to in any Certificate are installed on, in, or over lands which are not held by Her Majesty the Queen in right of the Province of Nova Scotia, or by the County, the Commission shall secure the necessary title, easements, or right-of-way with the consent of the County and at no cost to the County to enable the County to maintain repair, operate, and service the Services referred to in any Certificate, and, the Commission shall convey all the necessary estate or interest in the Lands to the County.
 - (k) The County agrees to permit further connections to be made to any Services referred to in a Certificate so as to allow any lot owners on the Lands to hook into the Services.
 - (l) The Commission acknowledges that nothing contained in this Agreement gives the Commission, or others the right to connect or service any lands outside the present sewer serviceable area to the trunk sewerage systems owned, operated, and maintained by the County.
21. (a) The Commission shall not convey lots in a Phase or part of a Phase, with the exception of Parkland lots, until the services are provided in accordance with the approved Subdivision Design Plans for the Phase or that part of the Phase to which the Subdivision Design Plans relate.

(b) The County agrees that it will permit purchasers of land from the Commission and their heirs, successors, administrators, and assigns and all others legally occupying the Lands to connect to the services contained in this agreement over which the County has jurisdiction.

(c) (i) The Complete Approval given by the County with respect to any Subdivision Design Plan will enable the erection and construction of buildings and structures to commence on those lots and no other approval or permits shall be required, other than permits or approvals required by County By-laws that are applicable, and only insofar as they are consistent with the P.U.D. By-law, and this Agreement.

(ii) Without restricting the generality of paragraph 21(c) (i), the following County By-laws shall apply to the Lands subject to this Agreement when applicable:

Blasting and Dangerous Materials
By-law

Removal and Movement of Topsoil
By-law.

(iii) The Commission and purchasers from the Commission and their heirs, successors, administrators, executors and assigns, shall not be denied or refused building permits, occupancy permits or any other permit, licence, right, or privilege of any kind which will prevent them from fully realizing and taking advantage of their property

or property rights with respect to any part of the Lands on the grounds that they do not conform with or meet any County By-law or regulation, or on the grounds that they have not complied with any private or local legislation of the Province of Nova Scotia where the County By-law or regulation or local or private Provincial legislation conflicts with or is inconsistent with or basically dealt with in or by the P.U.D. By-law and/or this Agreement.

(d) In situations where subdivision or change in lot layout is necessary anytime after Complete Subdivision Approval, the Commission or a third party with authorization from the Commission until the land is built on can submit an application for subdivision consolidation or adjustment to a legal plan to be processed by the County with this agreement as criteria in judging the appropriateness of the proposed layout.

22. (a) The Commission agrees that it will conserve the Public Park land indicated in the Master Plan. The Commission further agrees that any contractual work carried out on the lands contained within this Agreement either by, or on behalf of the Commission or their assigns will be controlled by contractual regulations to ensure the preservation of the natural features for which these Public land areas were conserved. Further, in areas where filling or grading is to take place which will change the existing natural features of the Parkland this will be carried out in conformity with the Master Plan.

(b) The Commission shall convey to the County and the County shall accept the Parkland as indicated in every approved Subdivision

Design Plan within sixty (60) days of the approval of the Subdivision Design Plan by the County.

(c) It is understood that the County will not have to accept from the Commission any Parkland on which there are buildings, or facilities unless the County has agreed specifically to accept these Lands.

(d) The County agrees in general to the size and location of the areas reserved as Parkland as designated in the Master Plan.

(e) In this agreement, Parkland means all Public lands, excepting streets.

PUBLIC TRANSPORT

23. The Commission agrees that in proceeding with the development of the Lands that it will provide all reasonable access to the Lands as may be necessary for any bus or other transportation systems.

RESERVATION OF
MUNICIPAL USE SITES

24. The Commission agrees that it will reserve those areas indicated on the Master Plan for future Municipal uses, i.e. schools, library, fire stations, recreation centers and provided that these sites are acceptable at the time to the County it will sell, transfer, and convey these sites to the County at a price to be established from time to time by the Commission, but, not to exceed \$7,500.00, 1980 dollars, per acre for fully developed sites.

QUALITY OF DESIGN

25. The Commission agrees that it will install fire hydrants on street rights-of-ways as are required in accordance with the Servicing Standards.

26. The Commission agrees that it will carry out the development of the Lands so as to take advantage of topography and other natural amenities thereon.

RECREATION FACILITIES

27. The Commission agrees that it will make available such recreation facilities as are, in the opinion of the Commission, necessary to carry out the policy of the Master Plan.

ACCESS ROADS

28. The Commission agrees that it will obtain approval from the Department of Transportation of the Province of Nova Scotia before any private roads within the Lands are connected to a public highway. The Commission further agrees that any such approval shall be filed with the County.

MISCELLANEOUS

29. The Commission shall construct all roads in accordance with the Master Plan, and shall arrange access to such neighbouring roads and highways as well ensure a free flow of traffic within and into and out of the Lands. All public streets shall be constructed so as to meet standards imposed from time to time by the Department of Transportation of the Province of Nova Scotia.
30. The Commission shall pay the cost of recording and filing all documents in connection with this Agreement at the Registry of Deeds. It is specifically understood and agreed that the Commission will not be responsible for the payment of building permits or any other charges, liens, or taxes levied or charged by the County. The Commission will, in the event that it builds on the Lands, apply to the County for a building permit, and will pay all the usual charges of someone building on the Lands.
31. In the event of any disagreement in respect to the interpretation of this Agreement, or where agreement cannot be reached in respect to the carrying out of work not covered within the specifications and design criteria which form part of this Agreement, either party shall be entitled to give the other notice of such dispute and to demand arbitration thereof. The general procedure to be followed shall conform to the laws of the Province of Nova Scotia; and, in particular, the provisions of the Arbitration Act, Chapter 12 of the Revised Statutes of Nova

Scotia, 1967, as from time to time amended. In the event that arbitration procedures are entered into, each party shall appoint one arbitrator and these shall jointly select a third. The decision of any two of them shall be final and binding upon both parties. The cost and expense of such arbitration shall be appointed as the arbitrators may determine.

32. Time shall be of the essence in this Agreement.

33. This Agreement shall enure to the benefit of, and be binding upon, the parties hereto, and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS HEREOF the Parties hereto have caused this Agreement to be executed the day and year first above written.

SIGNED, SEALED AND DELIVERED)
in the presence of)

[Redacted signature block]

[Redacted signature block]

NOVA SCOTIA HOUSING COMMISSION

[Redacted signature block]

MUNICIPALITY OF THE COUNTY OF HALIFAX

[Redacted signature block]

APPENDIX D

PLANNING STANDARDS - MILLWOOD NEW COMMUNITY

All development in Millwood New Community will be subject to site planning controls instituted by the Nova Scotia Housing Commission. The sale of all development sites will be conditional on full compliance with the development standards and site planning regulations of the Nova Scotia Housing Commission. Development plans for each land use for each individual site must be approved by the Nova Scotia Housing Commission before a developer, building contractor, or private builder, may commence construction.

General regulations governing development in Millwood will be consistent with current national and local standards and will provide for development innovation consistent with basic minimum standards for community development.

1) RESIDENTIAL DEVELOPMENT

Residential development in Millwood will consist of detached housing, semi-detached housing, townhousing and apartment housing of various types. This development will be governed by the conditions of the NATIONAL SITE PLANNING CRITERIA prepared by Canada Mortgage and Housing Corporation.

2) NON-RESIDENTIAL DEVELOPMENT

a) Parkland

Parkland in Millwood will be developed by the Nova Scotia Housing Commission in the manner described in the Millwood Master Plan Report.

b) Commercial Development

The development of all commercial uses in Millwood will be conditional on site planning approval by the Nova Scotia Housing Commission.

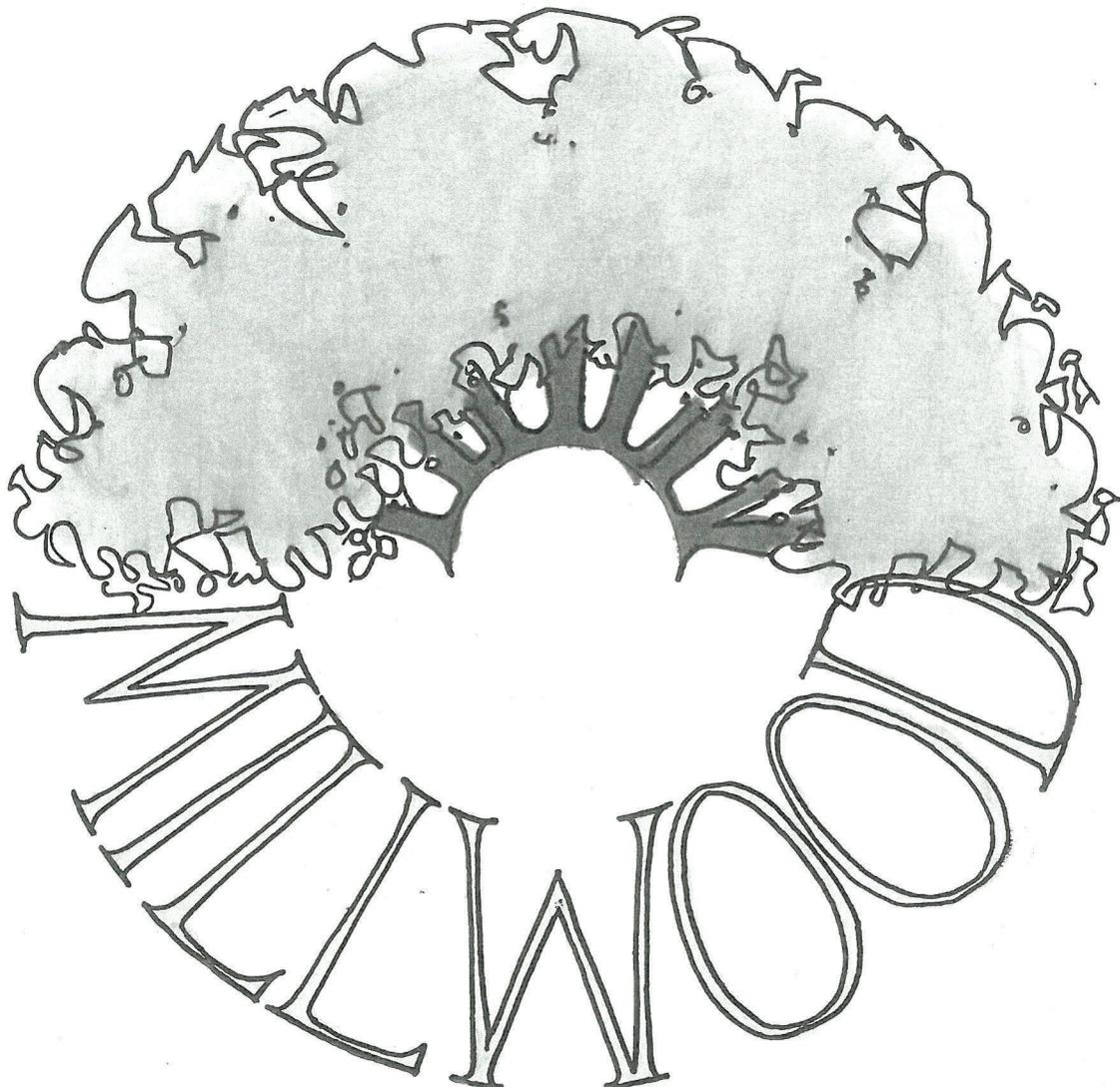
c) Schools and Other Municipal Uses

The development of all schools and municipal uses in Millwood will be conditional on site planning approval by the Nova Scotia Housing Commission.

3) STREETS AND WALKWAYS

Construction of all public streets and walkways in Millwood will be carried out by the Nova Scotia Housing Commission using the regulations of the NATIONAL SITE PLANNING CRITERIA prepared by Canada Mortgage and Housing Corporation, and GEOMETRIC DESIGN STANDARDS FOR CANADIAN ROADS AND STREETS prepared by the Roads and Transportation Association of Canada.

Appendix "D", as referred to in an
Agreement between the Nova Scotia
Housing Commission *of the Municipality*
of the County of Halifax dated the
18th day of January, 1982,
which Agreement relates to a *Final*
Unit Development Agreement
for Millwood New Community



NEW COMMUNITY

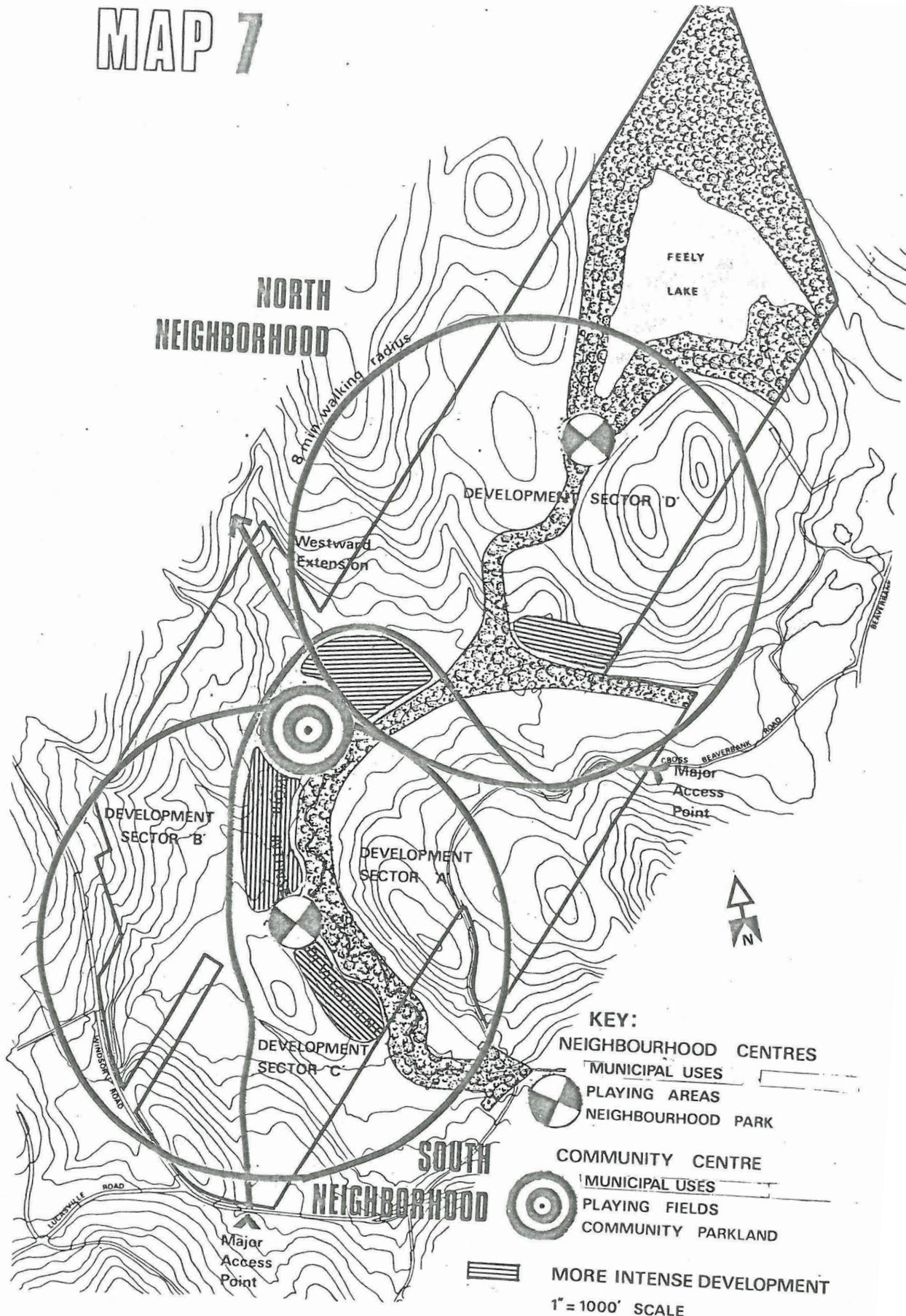
MASTER PLAN REPORT

NOVA SCOTIA HOUSING COMMISSION

Appendix "B", as referred to in an
Agreement between the Nova Scotia
Housing Commission *the Minister of*
the County of Halifax, dated the
13th day of *January*, 1982,
which Agreement relates to a *Millwood*
Unit Development Agreement
for Millwood New Community

APPENDIX B
JULY 1980

MAP 7

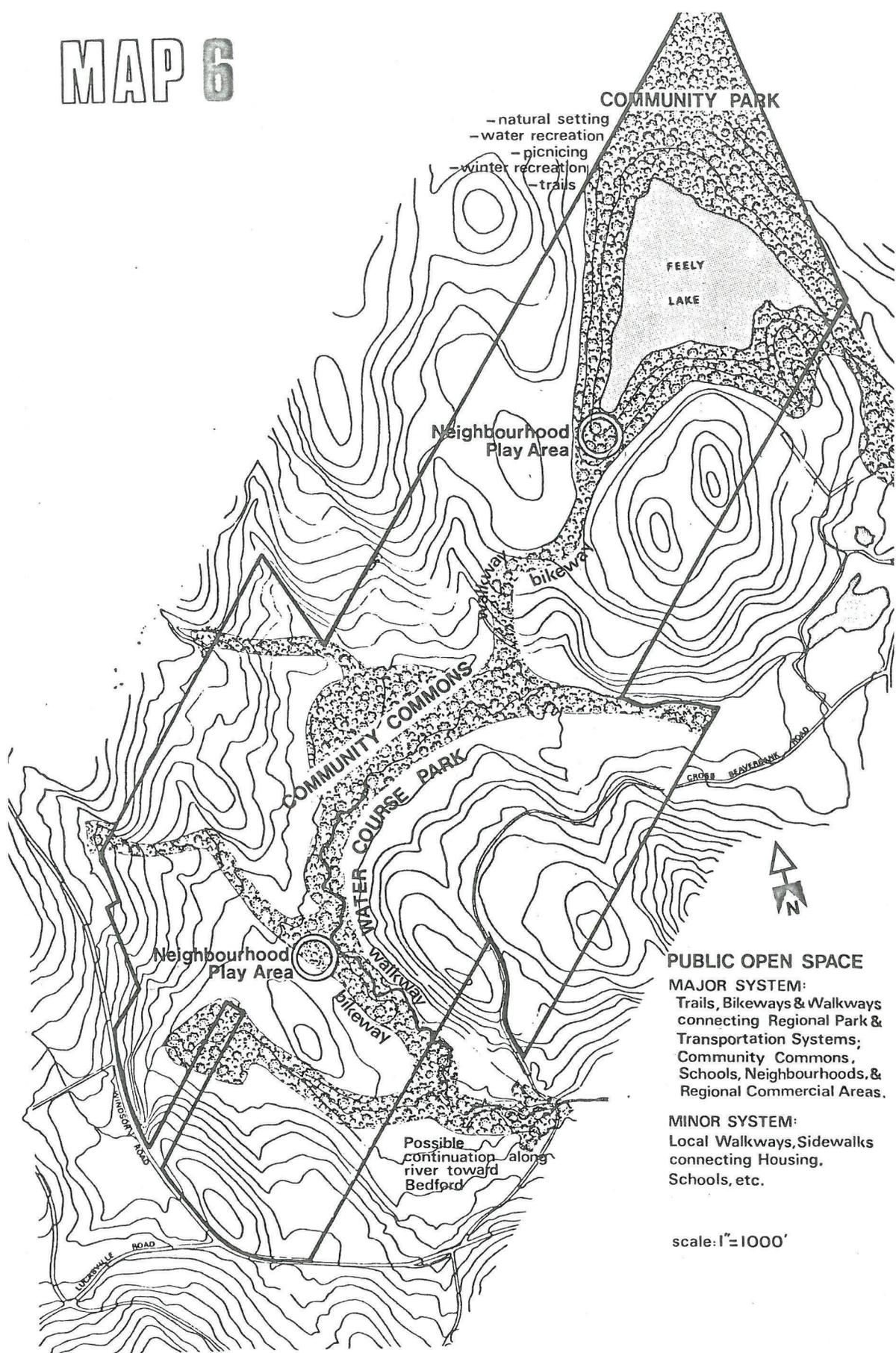


- KEY:**
- NEIGHBOURHOOD CENTRES
 - MUNICIPAL USES
 - PLAYING AREAS
 - NEIGHBOURHOOD PARK
 - COMMUNITY CENTRE
 - MUNICIPAL USES
 - PLAYING FIELDS
 - COMMUNITY PARKLAND
 - MORE INTENSE DEVELOPMENT
- 1" = 1000' SCALE

COMMUNITY CONCEPT

MILLWOOD COMMUNITY

MAP 6



PUBLIC OPEN SPACE

MAJOR SYSTEM:
Trails, Bikeways & Walkways connecting Regional Park & Transportation Systems; Community Commons, Schools, Neighbourhoods, & Regional Commercial Areas.

MINOR SYSTEM:
Local Walkways, Sidewalks connecting Housing, Schools, etc.

OPEN SPACE CONCEPT

HILLWOOD COMMUNITY

MILLWOOD COMMUNITY

NOVA SCOTIA HOUSING COMMISSION

RESIDENTIAL

-  **LOTTED FRONTAGE (Simple Ownership)**
Single Family
Semi-detached
Street Townhousing
-  **BLOCK LANDS (Condominium or Rental)**
Townhousing
Apartment

PARKLAND

-  **PUBLIC OPEN SPACE**

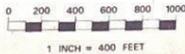
MUNICIPAL USES

-  **MUNICIPAL USES**
-  **ALTERNATE MUNICIPAL USES**

COMMERCIAL

-  **COMMERCIAL**
Retail & Service

-  **RESERVED FOR FUTURE DEVELOPMENT**



-  **REGIONAL DEVELOPMENT BOUNDARY**



MAP 8

DESIGN: COMMUNITY PLAN



MILLWOOD COMMUNITY

NOVA SCOTIA HOUSING COMMISSION

- RESIDENTIAL**
 -  **LOTTED FRONTAGE (Simple Ownership)**
Single Family
Semi-detached
Street Townhousing
 -  **BLOCK LANDS (Condominium or Rental)**
Townhousing
Apartment, Low Rise
- PARKLAND**
 -  **PUBLIC OPEN SPACE**
 -  **PRIVATE OPEN SPACE**
-  **SCHOOLS**
-  **COMMERCIAL**
Retail & Service
-  **RESERVED LAND**



MAP 8

DESIGN: COMMUNITY PLAN



2.2.3 Regional Parks

The Regional Parks system consists of public lands administered by federal, provincial and municipal agencies that have been recognized as regional parks based on their open space, wilderness, scenic beauty, flora, fauna, recreational, archaeological, historic or geological resources. The system also includes areas designated as Provincial Parks, Non-designated Provincial Parks and Provincial Park Reserves by the NS Department of Natural Resources. Some municipal parks meeting the regional park criteria (Table 2-2) such as Point Pleasant, Western Common, and Admiral's Cove have also been included in this system. Further planning for regional parks in conjunction with the *Greenbelting and Public Open Space Priorities Plan* could include more municipally-owned parks that meet the regional park criteria.

The *1975 Halifax Dartmouth Regional Development Plan*, repealed in 1998, contained policies and Regional Park designations supporting a Regional Parks and Trail System. The objectives were to preserve natural landscapes of outstanding value and to establish interconnected trail system between them. Over the years, the Province and former municipalities acquired lands to create the present Regional Park system. However, the full scope of the plan was not completed. This, coupled with future population growth contemplated at higher densities for urban communities, requires additional areas to be preserved for future Regional Park development.

HRM intends to create additional Regional Parks at various locations throughout HRM including the Blue Mountain - Birch Cove Lakes, Feely Lake, Jacks Lake, Second Lake, and Porters Lake. These additional Regional Parks and responsible agencies are identified in Table 2-3 and Map 4.

Table 2-3: Regional Parks

Additional Regional Parks	Responsible Agency
Blue Mountain-Birch Cove Lakes Park	DNR/HRM
Feely Lake	DNR
Jacks Lake Park	HRM
Porters Lake Park	DNR
Second Lake Provincial Park	DNR

Further analysis is necessary to determine appropriate geographic boundaries for the Western Common, Porters Lake and Blue Mountain-Birch Cove Lakes parks. Lands within the Western Common and Porters Lake parks are publically owned and the park boundaries will be determined through the *Greenbelting and Public Open Space Priorities Plan*. Once the appropriate boundaries are established, the lands will be zoned Regional Park.