

APPENDIX "B"
11

(d) adding as Appendix "D", the following:

APPENDIX "D"

Subdivision With Reduced Lot Frontage

Pursuant to Section 4.31 and notwithstanding anything else in this By-law, the following lands may be subdivided:

OWNER	ADDRESS	LRIS NUMBER
Christopher & Eliza Kielbratowski	Southeast Passage	400770
Christopher Kielbratowski	Southeast Passage	354936
Christopher Kielbratowski	Southeast Passage	354928
Earl Romkey	Shore Road, Southeast Passage	401463
Christopher Kielbratowski	Southeast Passage	400762
Geraldine Havlik	Shore Road, Southeast Passage	40069866
Clarence & Ethel Astle	Southeast Passage	400135
Viola Courod	Southeast Passage	400366
Norman & Faye Osborne	Shore Road, Southeast Passage	401299
Daniel and Edith Lafitte	Shore Road, Eastern Passage	654814
Marcella Currie	Eastern Passage	373043
Russell & Estella Dooks	Eastern Passage	373068
Merrill & Marjorie Privett	Eastern Passage	40000887
Halifax County Municipality		373571
Evelyn DeYoung	Eastern Passage	40110173
Rainbow Haven Ltd.	c/o Chronicle Herald, Halifax	40124372
William & Elizabeth Corser	R.R.#1 Eastern Passage	40083149

APPENDIX "C"
A BY-LAW TO AMEND THE
SUBDIVISION BY-LAW

The Subdivision By-law for the Municipality of the County of Halifax is hereby amended by:

- (a) in Section 2.12, inserting after the words 'indexed in Schedule "A" of this By-law' and before the words 'Lot Area', the following:

"or lots identified in Appendix "D" of the Eastern Passage/Cow Bay Zoning By-law".

- (b) adding the following as Section 14.5:

14.5 Notwithstanding the provisions of Part 14.1 and 14.3(d), the Development Officer may approve a FINAL subdivision plan for lots identified in Appendix "D" of the Eastern Passage/Cow Bay Zoning By-law where the lot or lots are served by a single right-of-way having a minimum width of twenty-six (26) feet; or where the lot has minimum lot frontage of twenty-six (26) feet provided that all other requirements of this By-law are met.

APPENDIX "D"

A BY-LAW TO AMEND THE

MUNICIPAL DEVELOPMENT PLAN FOR EASTERN PASSAGE/COW BAY

The Municipal Development Plan for Eastern Passage/Cow Bay is hereby amended by:

- (a) adding the following text immediately following the second paragraph of the Residential B Designation:

On January 1, 1985, the municipality adopted a new Subdivision By-law which contains certain reduced lot frontage provisions. These provisions are not universally suitable within the Plan Area's unserved area, given concerns expressed with regard to limiting development in unserved areas. Furthermore, most parcels have sufficient frontage and width to be subdivided without any reductions in existing lot frontage standards. However, a number of large parcels have sufficient area for subdivision but, due to their configuration, have difficulties developing in conformity with traditional subdivision practices. These parcels, characterized by their long narrow shapes, reflect early subdivision practices.

The reduced lot frontage provisions of the Subdivision By-law shall be applied to such lots in order to permit limited subdivision activity.

- (b) adding the following policy immediately after Policy P-40.

P-40(a) Within the Residential B Designation, as well as the unserved portion of the Residential A Designation, it shall be the intention of Council to permit residential and resource development on lots identified in Appendix "D" of the Land Use By-law, which have been subdivided pursuant to Part 14: Other Approvals Permitted, of the Subdivision By-law.

APPENDIX "E"

A BY-LAW TO AMEND THE
ZONING BY-LAW FOR EASTERN PASSAGE/COW BAY

The Zoning By-law for Eastern Passage/Cow Bay is hereby amended by:

- (a) adding the following as Section 4.31:

4.31 Subdivision With Reduced Lot Frontage

- (a) Where the provisions of this By-law relating to lots identified in Appendix "D" of this By-law conflict with Part 14: Other Approvals Permitted, of the Subdivision By-law, the requirements of the Subdivision By-law shall prevail.
- (b) Notwithstanding the provisions of Section 2.2(1) of the Subdivision By-law and Section 2.28(a) of the Land Use By-law, all lots identified in Appendix "D" of the Land Use By-law shall be eligible for subdivision approval.

- b) adding the following Section to Part 10: R-6 (Rural Residential) Zone:

10.7 Reduced Lot Frontage: Residential and Resource Uses

Notwithstanding the lot frontage provisions of Section 10.2, where residential and resource purposes are permitted in any R-6 Zone, development permits may be issued for such uses on lots created pursuant to Section 4.31 of this By-law, provided all other requirements of this By-law are met.

- (c) adding the following Section to Part 11: R-7 (Rural Estate) Zone:

11.5 Reduced Lot Frontage: Residential and Resource Uses

Notwithstanding the lot frontage provisions of Section 11.2, where residential and resource uses are permitted in any R-7 Zone, development permits may be issued for such uses on lots created pursuant to Section 4.31 of this By-law, provided all other requirements of this By-law are met.

APPENDIX "E"
11

(d) adding as Appendix "D" the following:

APPENDIX "D"

Subdivision With Reduced Lot Frontage

Pursuant to Section 4.31, and notwithstanding anything else in this By-law, the following lands may be subdivided:

OWNER	ADDRESS	LRIS NUMBER
Christopher & Eliza Kielbratowski	Southeast Passage	400770
Christopher Kielbratowski	Southeast Passage	354936
Christopher Kielbratowski	Southeast Passage	354928
Earl Rowkey	Shore Road, Southeast Passage	401463
Christopher Kielbratowski	Southeast Passage	400762
Geraldine Havlik	Shore Road, Southeast Passage	40069866
Clarence & Ethel Astle	Southeast Passage	400135
Viola Courod	Southeast Passage	400366
Norman & Faye Osborne	Shore Road, Southeast Passage	401299
Daniel and Edith Lafitte	Shore Road, Eastern Passage	654814
Marcalla Currie	Eastern Passage	373043
Russell & Estella Dooks	Eastern Passage	373068
Merrill & Marjorie Privett	Eastern Passage	40000887
Halifax County Municipality		373571
Evelyn DeYoung	Eastern Passage	40110173
Rainbow Haven Ltd.	c/o Chronicle Herald, Halifax	40124372
William & Elizabeth Corser	R.R.#1 Eastern Passage	40083149

L4D

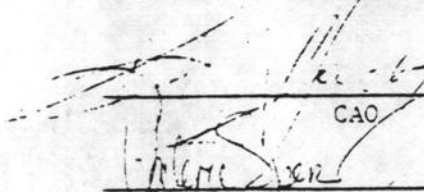
STAFF REPORT

TO: Planning Advisory Committee
FROM: Dept. of Planning & Development

PROPOSED AMENDMENTS TO THE
EASTERN PASSAGE/COW BAY
MUNICIPAL PLANNING STRATEGY -
REDUCED FRONTAGE REQUIREMENTS

DATE: April 6, 1987

FILE NO. PA-EP/CB-13-86


CAO

DIRECTOR, PLANNING & DEVELOPMENT

RECOMMENDATION:

THAT THE AMENDMENTS TO THE EASTERN PASSAGE/COW BAY MUNICIPAL PLANNING STRATEGY AND LAND USE BY-LAW AND THE SUBDIVISION BY-LAW, ATTACHED TO THIS REPORT AS APPENDICES "A", "B", AND "C", BE APPROVED BY MUNICIPAL COUNCIL IN ORDER TO IMPLEMENT PAC'S DIRECTION.

BACKGROUND

The attached amendments have been prepared in response to PAC direction resulting from the Public Participation Session of March 30, 1987, and further to the Staff Report of March 2, 1987, which was tabled with PAC at its March 16, 1987 meeting.

It should be noted that the attached amendments, as instructed by PAC, refer to all unserviced lots which have a minimum lot width to lot depth ratio of one to four (1:4). The amendments do not establish a maximum lot width and, therefore, a number of eligible lots will be large blocks of land, rather than only the "long, narrow lots" referred to in the previous staff report.

APPENDIX "A"

A BY-LAW TO AMEND THE

MUNICIPAL DEVELOPMENT PLAN FOR EASTERN PASSAGE/COW BAY

The Municipal Development Plan for Eastern Passage/Cow Bay is hereby amended by:

- (a) adding the following text immediately following the second paragraph of the Residential B Designation:

On January 1, 1985, the Municipality adopted a new Subdivision By-law which contains certain reduced lot frontage provisions. These provisions shall be applied in unserviced areas and will enable limited subdivision of existing parcels of land, a number of which would otherwise not be capable of receiving subdivision approval. In recognition of existing land ownership patterns, characterized by long, narrow shapes, these provisions shall only be applied to lots which have a minimum lot width to lot depth ratio of one to four (1:4). Lots which do not meet this ratio have the capability of subdivision without applying the exemption provisions of the by-law.

- (b) adding the following immediately after P-40:

P-40(a) Within the Residential B Designation and unserviced portion of the Residential A Designation, it shall be the intention of Council to permit the subdivision of lots for residential or resource purposes which have a minimum lot width to lot depth ratio of one to four (1:4), pursuant to Part 14: Other Approvals Permitted of the Subdivision By-law.

APPENDIX "B"

A BY-LAW TO AMEND THE
ZONING BY-LAW FOR EASTERN PASSAGE/COW BAY

The Zoning By-law for Eastern Passage/Cow Bay is hereby amended by:

(a) adding the following as Section 4.31:

4.31 Subdivision With Reduced Lot Frontage

Where there is a conflict between the provisions of this By-law and the Subdivision By-law relating to lots subdivided pursuant to Section 14.1 or 14.3 (d) of the Subdivision By-law, the requirements of the Subdivision By-law shall prevail.

b) adding the following Section to Part 10: R-6 (Rural Residential) Zone:

10.7 Reduced Lot Frontage: Residential and Resource Uses

Notwithstanding the lot frontage provisions of Section 10.2, where residential and resource uses are permitted in any R-6 Zone, development permits may be issued for such uses on lots created pursuant to Section 4.31 of this By-law, provided all other requirements of this By-law are met.

(c) adding the following Section to Part 11: R-7 (Rural Estate) Zone:

11.5 Reduced Lot Frontage: Residential and Resource Uses

Notwithstanding the lot frontage provisions of Section 11.2, where residential and resource uses are permitted in any R-7 Zone, development permits may be issued for such uses on lots created pursuant to Section 4.31 of this By-law, provided all other requirements of this By-law are met.

APPENDIX "C"

A BY-LAW TO AMEND THE
SUBDIVISION BY-LAW

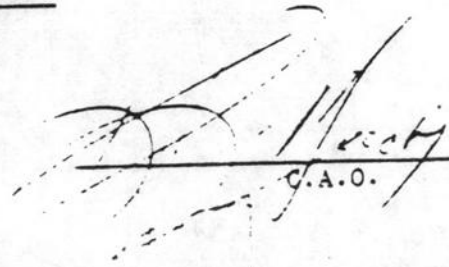
The Subdivision By-law for the Municipality of the County of Halifax is hereby amended by:

(a) in Section 2.2, inserting the following as 2.2(iv):

- (iv) notwithstanding Sections 2.2(i), (ii), and (iii), within the Eastern Passage/Cow Bay Plan Area, for the purposes of Sections 14.1 (a) and (b) and 14.3 (d), area of land means any lot or parcel described in a deed executed on or before (the effective date of this amendment), or is described in a plan and deed pursuant to the Land Titles Clarification Act or is approved on a plan of subdivision endorsed and filed in the Office of the Registrar of Deeds for Halifax County, having a minimum lot width to lot depth ratio of one to four (1:4).

STAFF REPORT

TO: Planning Advisory Committee
FROM: Dept. of Planning & Development
RE: DA-EP/CB-26-85-06
DATE: March 30, 1987


C.A.O.

DIRECTOR, PLANNING & DEVELOPMENT

RECOMMENDATION:

THAT THE PROPOSED DEVELOPMENT AGREEMENT BETWEEN THE MUNICIPALITY OF THE COUNTY OF HALIFAX AND PUD'NHEAD SEA CROPPERS INCORPORATED, FOR THE CONSTRUCTION OF A RESTAURANT ON MCNABS ISLAND, BE APPROVED BY MUNICIPAL COUNCIL.

Information:

An application has been submitted by the Island Tea Garden Company on behalf of Pud'nhead Sea Croppers Incorporated to construct a restaurant on McNabs Island. The proposed restaurant is approximately 525 square feet and will operate from an existing building used as a park information centre.

Site Description: MPS: Eastern Passage/Cow Bay
AREA: 0.924 acres within crown land parcel of 137.69 acres

Discussion:

An amendment to the Eastern Passage/Cow Bay municipal planning strategy which was approved by Council on May 13, 1985, permits the consideration of commercial activities within regional park areas by development agreement. Conditions to be applied to such developments include a maximum size of 3,000 square feet and a requirement that such commercial activities be supportive of the park use itself. The attached development agreement is intended to permit a restaurant to serve visitors to McNab's Island.

The land on which the restaurant is located is actually owned by the Province which has in turn leased portions of it to Pud'nhead Sea Croppers Incorporated; therefore, the need for three parties to the agreement.

The provisions of the agreement apply primarily to Pud'nhead Sea Croppers Incorporated as the lessee of the lands in question. Municipal enforcement would be against it rather than the province. The agreement itself applies only to the restaurant site and to the pedestrian access to it from a wharf owned by the Department of National Defense for which the developer has a lease.

Sections 3 to 6 of the agreement deal with construction standards related to the development of the site. It should be noted that under the terms of the crown leases, the developer must obtain the written consent of the owner before doing any construction on the leased land. Section 7 requires that garbage be properly stored and removed at least once a week. Section 8 requires that pedestrian access from the Department of National Defense wharf to the restaurant be maintained in a safe condition and that the developer provide a copy of the lease for the wharf to the Municipality. In the event that the current lease with the Department of National Defense expires or is terminated, Subsection 8.3 provides for an amendment to the agreement to deal with new access to the restaurant. Section 9 requires the Department of Health to approve the sewage disposal system and for the developer to maintain the well serving the facility in a safe manner.

Section 10 allows for amendments and minor variances. Section 11 contains the enforcement provisions of the agreement. Subsection 11.2 permits the Municipality to enter onto the property upon breach of the agreement and to perform any necessary work for which the developer would be billed. Subsection 11.5 establishes that upon the province terminating Pud'nhead Sea Croppers' lease, the development agreement would also become null and void.

THIS AGREEMENT MADE THIS DAY OF A.D., 1987.

BETWEEN:

PUD'N HEAD SEA CROPPERS INCORPORATED, a body corporate, operating under its business name "Island Tea Garden", with Head Office at Halifax, in the County of Halifax, Province of Nova Scotia;
(hereinafter called the "Developer")

OF THE FIRST PART

-and-

THE MUNICIPALITY OF THE COUNTY OF HALIFAX, a body corporate; (hereinafter called the "Municipality")

OF THE SECOND PART

-and-

HER MAJESTY THE QUEEN, in the right of the Province of Nova Scotia, represented in this behalf by the Minister of Lands and Forests for the Province of Nova Scotia, duly authorized in this behalf by Order in Council No. dated the day of , 1987;
(hereinafter called the "Owner")

OF THE THIRD PART

WHEREAS the Owner has good title to lands known as Lot C, Plan E-8-69, formerly lands of the Estate of John M. Lynch, located on McNabs Island and as described and shown on the plan attached hereto as Schedule "A";

AND WHEREAS the Developer holds leases and a right-of-way agreement to certain lands within Lot C identified as Parcel "A", Lease Number 3494; Parcel "C", Lease Number 3495; and Parcel "D", Right-of-Way Agreement, (such parcels hereinafter called the "Property") and as described and shown on the plan attached hereto as Schedule "B";

AND WHEREAS the Developer has requested permission to construct a restaurant on Parcel "A" pursuant to Section 3.6(j) of the Zoning By-law for Eastern Passage/Cow Bay;

AND WHEREAS the Owner is entering this Agreement to confirm solely Her consent to the stated activities of the Developer;

WITNESS that in consideration of the sum of one dollar (\$1.00) now paid by the Developer and the Owner to the Municipality (the receipt of which is hereby acknowledged), the development is agreed upon between the Developer and Owner and the Municipality subject to the following:

1.0 DEFINITIONS

- 1.1 In this Agreement, words used shall have the same meaning as defined in the Zoning By-law for Eastern Passage/Cow Bay, and in addition the words "traditional materials" shall mean wood, stone or red brick.

2.0 USE OF LAND

- 2.1 The use of the Property shall be restricted to park uses as listed in Part 22 of the Zoning By-law for Eastern Passage/Cow Bay and to a restaurant.

3.0 MAIN BUILDING REQUIREMENTS

- 3.1 The gross floor area of the restaurant shall not exceed one thousand (1000) square feet.
- 3.2 The height of any main building shall not exceed twenty (20) feet.
- 3.3 The minimum distance between any main buildings shall be sixteen (16) feet.
- 3.4 A deck attached to any main building shall not extend from more than one main wall.
- 3.5 The gross floor area of any deck shall not exceed six hundred (600) square feet.

4.0 ACCESSORY BUILDING REQUIREMENTS

- 4.1 The combined gross floor area of all accessory buildings shall not exceed seven hundred and fifty (750) square feet.
- 4.2 The height of any accessory building shall not exceed fifteen (15) feet.
- 4.3 The minimum distance between any main building and any accessory building shall be eight (8) feet.

5.0 BUILDING DESIGN

- 5.1 The roofs of all main buildings and all accessory buildings shall be pitched to a minimum run-to-rise ratio of 3:2.
- 5.2 The exterior finish of the walls of all main buildings and all accessory buildings shall be composed of traditional materials.
- 5.3 Any deck or patio shall be constructed of traditional materials.
- 5.4 Notwithstanding Section 5.3 above, a temporary canopy composed of non-traditional materials may be used for the purposes of providing shelter from sun or rain.

6.0 SIGNS

- 6.1 The Developer shall not erect more than one (1) sign for the purpose of advertising the sale of food and beverages.
- 6.2 The sign shall be attached to the restaurant and shall not exceed twenty-five (25) square feet in area.
- 6.3 The exterior finish of the sign shall be composed of traditional materials.

7.0 GARBAGE

- 7.1 The Developer shall store garbage in a secure manner either in an accessory building or in outside containers screened from public view and constructed of traditional materials.
- 7.2 The Developer shall remove garbage from the Property at least once a week.

8.0 PEDESTRIAN ACCESS

- 8.1 The Developer shall maintain all pedestrian paths on the Property in a safe and stable condition.
- 8.2 The Developer shall supply the Municipality with a copy of any renegotiated lease for the Department of National Defense wharf within one (1) month of the signing of any such lease.
- 8.3 In the event of termination of the lease for the Department of National Defense wharf, Council may, by resolution, amend Section 8.0 of this Agreement to provide for new access to the Property.

9.0 SERVICES

- 9.1 Prior to operating the restaurant, the Developer shall supply to the Municipality the following:
 - (a) proof of the installation of a sewage disposal system approved by the Department of Health; and
 - (b) a copy of the license issued by the Board of Health to operate an eating establishment.
- 9.2 The Developer shall maintain in a safe and secure manner any well or other installation supplying water or electrical power to any main building or to any accessory building.

10.0 AMENDMENTS AND MINOR VARIANCES

- 10.1 The Municipality may, at the request of the Developer, amend any or all of the stated conditions by a majority vote of Municipal Council.
- 10.2 That notwithstanding clause 11, due to unforeseen circumstances, variances from certain requirements of this Agreement may be granted by the Development Officer, provided that such variance is minor in that it does not violate the intent of this Agreement and it does not result from the intentional disregard of the requirements of this Agreement. Variances may be considered for the following:
 - (a) a five (5) per cent variance for any requirement of Section 3.0 and Section 4.0, providing that any other necessary approvals are received.

11.0 MATTERS INCIDENTAL TO THIS AGREEMENT

- 11.1 Subject to the provisions of this Agreement, the Developer shall be bound by all by-laws and regulations of the Municipality as well as to any applicable statutes and regulations of the Province of Nova Scotia.
- 11.2 Upon breach by the Developer of any of the terms or conditions of this Agreement, the Developer shall remedy such breach within the time specified in writing by the Municipality.

- 11.3 Upon failure by the Developer to remedy a breach of the terms or conditions of this Agreement pursuant to Clause 11.2 hereof, the Municipality may by resolution declare this Agreement null and void.
- 11.4 The Developer shall pay all costs incurred in the termination of this Agreement pursuant to Clause 11.3 hereof.
- 11.5 This Agreement shall become null and void upon termination of one or both of the leases or the Right-of-Way Agreement for the Property.
- 11.6 This Agreement shall be binding upon any assigns or lessees permitted by the Owner under the terms of one or both of the leases or the Right-of-Way Agreement.
- 11.7 This Agreement shall be filed by the Municipality in the Registry of Deeds at Halifax, Nova Scotia.
- 11.8 The Developer shall pay the costs of recording and filing all documents in connection with this Agreement.
- 11.9 The provisions of this Agreement are severable from one another and the invalidity or unenforceability of one provision shall not prejudice the validity or enforcement of any other provisions.

WITNESS that this Agreement, made in triplicate, was properly executed by the respective Parties on this _____ day of _____, A.D., 1987.

SIGNED, SEALED AND DELIVERED)
 in the presence of)
 _____)

 PUD'N HEAD SEA CROPPERS INCORPORATED

SEALED, DELIVERED AND ATTESTED)
 to by the proper signing)
 officer of the Municipality)
 of the County of Halifax duly)
 authorized in that behalf in)
 the presence of)
 _____)

 HER MAJESTY THE QUEEN

 MUNICIPALITY OF THE COUNTY OF HALIFAX

 WARDEN

 CLERK

SCHEDULE "A"

BEING AND INTENDING TO BE the same lands more recently described as follows:

ALL that certain parcel or tract of land situate, lying and being on McNab's Island in Halifax Harbour, in the County of Halifax, Province of Nova Scotia and designated as Lot C on a "Plan of Survey of Certain Lands on McNab Island", prepared by Wallace-MacDonald Surveys Ltd., signed by A. E. Wallace, N.S.L.S., dated the 7th day of January, 1974, and recorded as Plan E-8-69 in the Crown Land Records Office, Halifax; said Lot C containing by admeasurement 137.69 acres, be the same more or less, and which may be more particularly described as follows:

PREMISING that the line joining Nova Scotia Control Monument 4330 to Nova Scotia Control Monument 4331 has a bearing of north 45° 18' 10" west and relating all bearings herein thereto;

COMMENCING at a granite monument marked W.D.IX defining the most northerly corner of Lot M-1 as shown on a plan of survey prepared by D.K. MacDonald, D.L.S., P.L.S., in 1965 and recorded at the Office of the Registrar of Deeds at Halifax under 8306;

THENCE north 48° 34' 05" east along the northwesterly limit of Lot A as shown on said plan, signed by A.E. Wallace, N.S.L.S., 377.42 feet to a standard iron post;

THENCE north 48° 05' 20" east, continuing along the northwesterly limit of said Lot A, a distance of 1985.86 feet more or less, to the mean low water mark of Halifax Harbour;

THENCE northerly and northwesterly following the mean low water mark of Halifax Harbour, 1680 feet more or less to the southeasterly limit of Lot B, as shown on said plan signed by A.E. Wallace, N.S.L.S.;

THENCE south 43° 27' 50" west along the southeasterly limit of said Lot B, a distance of 1030.32 feet to a standard iron post, herein after referred to as Point "A".

THENCE south 48° 27' 50" west, continuing along the southeasterly limit of said Lot B, a distance of 829.97 feet to a standard iron post placed at the most southerly corner of said Lot B;

THENCE south 49° 22' 40" west along the southeasterly limit of Lot D, as shown on said plan signed by A.E. Wallace, N.S.L.S., 230.03 feet to a standard iron post placed at the most northerly corner of Lot 54, as shown on said plan;

THENCE south 40° 37' 20" east along the northeasterly limit of said Lot 54, a distance of 312.0 feet to a standard iron post;

THENCE south 49° 22' 40" west, along the southeasterly limit of said Lot 54 and southeasterly limit of Lot 55, as shown on said plan, 400.0 feet to a standard iron post;

THENCE north 40° 37' 20" west, along the southwesterly limit of said Lot 55, a distance of 369.62 feet to a standard iron post placed on the southerly limit of the hereinbefore mentioned Lot D;

THENCE south 75° 23' 30" west along the southerly limit of said Lot D, a distance of 692.03 feet to a standard iron post;

THENCE south 51° 42' 35" west, continuing along the southerly limit of said Lot D, a distance of 392.21 feet to a standard iron post;

THENCE north 66° 25' 30" west, continuing along the southerly limit of said Lot D, a distance of 955.91 feet to a standard iron post placed on the easterly limit of lands of His Majesty the King;

THENCE south 34° 31' 55" east along the easterly limit of said Lands of His Majesty the King, 460 feet more or less, to the low water mark of Halifax Harbour;

THENCE southeasterly along the low water mark of Halifax Harbour, 2450 feet more or less, to the northwesterly limit of the herein beforementioned Lot M-1;

THENCE north 50° 48' 20" east along the northwesterly limit of said Lot M-1 a distance of 1455.33 feet to the point of commencement.

EXCEPTING thereout and therefrom those lands designated as Lot 28 and 29 on said plan signed by A.E. Wallace, N.S.L.S., and which may be more particularly described as follows:

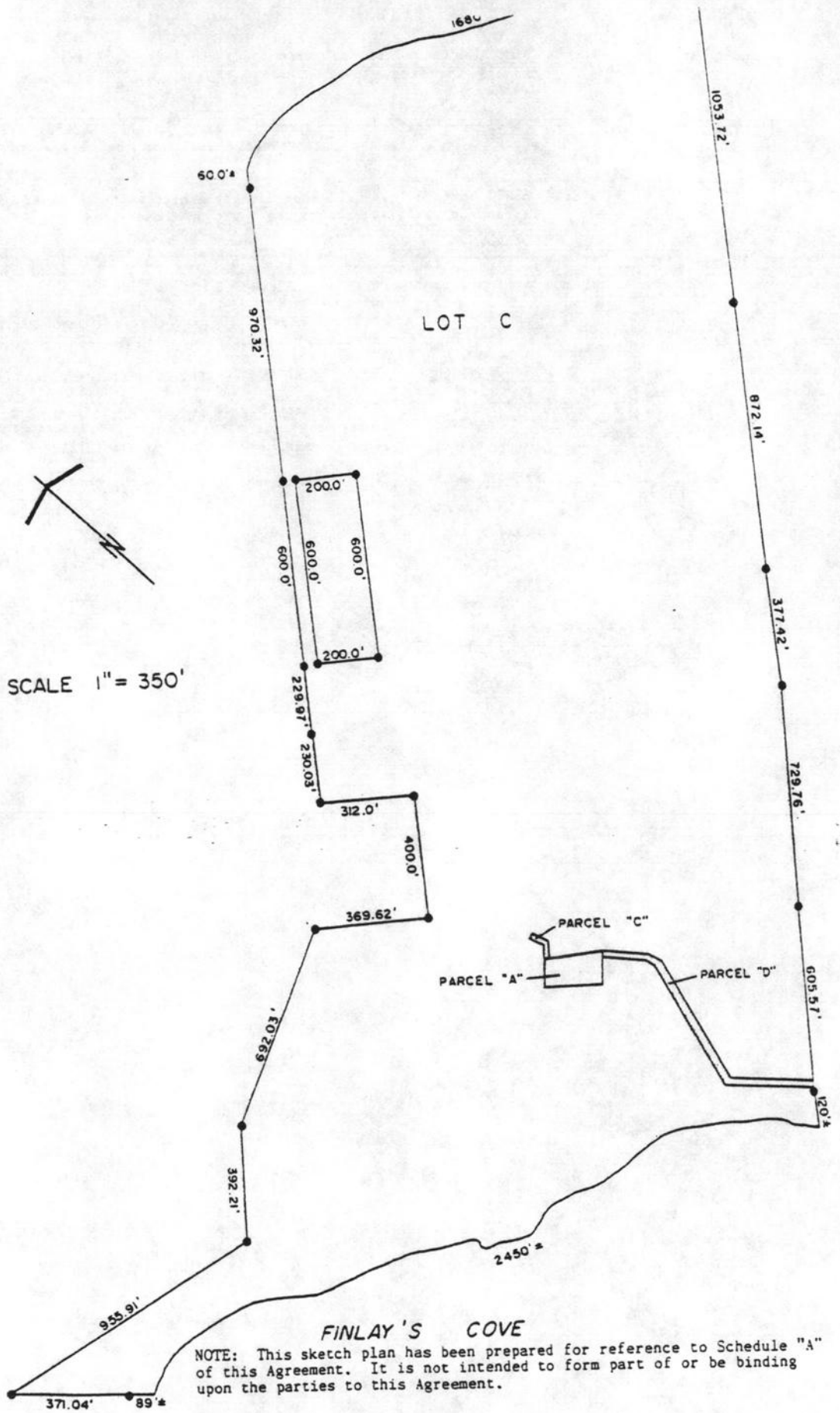
COMMENCING at a point distance 40.00 feet measured on a course south 41° 32' 10" east from the herein beforementioned point A;

THENCE south 41° 32' 10" east 200.00 feet to a standard iron post;

THENCE south 48° 27' 40" west, 600.00 feet to a standard iron post;

THENCE north 41° 32' 10" west, 200.00 feet to a point;

THENCE north 48° 27' 50" east, 600.00 feet to the point of commencement.



SCHEDULE "B"

PARCEL "A"

ALL that certain lot, piece, or parcel of land situate, lying and being on McNabs Island, in the County of Halifax, Province of Nova Scotia as shown on a plan of survey (Field Plot No. P-058/85) signed on the 3rd day of May, 1985 by Lee Johnston, Nova Scotia Land Surveyor, and filed in the Department of Lands and Forests Office, Halifax, the said parcel of land being more particularly described as follows:

BEGINNING at a point being situate (by grid bearings referenced to the Nova Scotia 3rd Modified Transverse Mercator Projection, zone 5, central meridian 64°-30'-west longitude) N48°-00'-05"W a distance of 646.79' from the Department of National Defence Monument No. WDII as shown on plan of survey of "Certain Lands On McNabs Island", signed by A.E. Wallace, N.S.L.S., dated January 7, 1974, plan No. P-65/74-2;

THENCE (from the place of beginning) S53°-18'-21"W a distance of 115.69' to a point;

THENCE N40°-53'-20"W a distance of 192.30' to a point;

THENCE N52°-07'-03"E a distance of 95.59' to a point;

THENCE S46°-42'-04"E a distance of 196.77' to the PLACE OF BEGINNING.

The above described parcel of land contains 0.468 Acres.

SCHEDULE "B"

PARCEL "C"

ALL that certain lot, piece, or parcel of land situate, lying and being on McNabs Island, in the County of Halifax, Province of Nova Scotia as shown on a plan of survey (Field Plot No. P-058/85) signed on the 3rd day of May, 1985 by Lee Johnston, Nova Scotia Land Surveyor and filed in the Department of Lands and Forests Office, Halifax, the said parcel of land being more particularly described as follows:

BEGINNING at a point on the northeastern boundary of Crown land to be leased to John Jenkins and situate (by grid bearings referenced to the Nova Scotia 3° Modified Transverse Mercator Projection, zone 5, central meridian 64°-30' west longitude) N46°-42'-04"W a distance of 181.73' from the southeastern corner of Crown land to be leased to John Jenkins;

THENCE (from the place of beginning) N47°-22'-09"E a distance of 73.37' to a point;

THENCE N30°-24'-48"W a distance of 42.72' to a point;

THENCE N30°-24'-48"W a distance of 15.00' to a point;

THENCE S59°-35'-12"W a distance of 15.00' to a point;

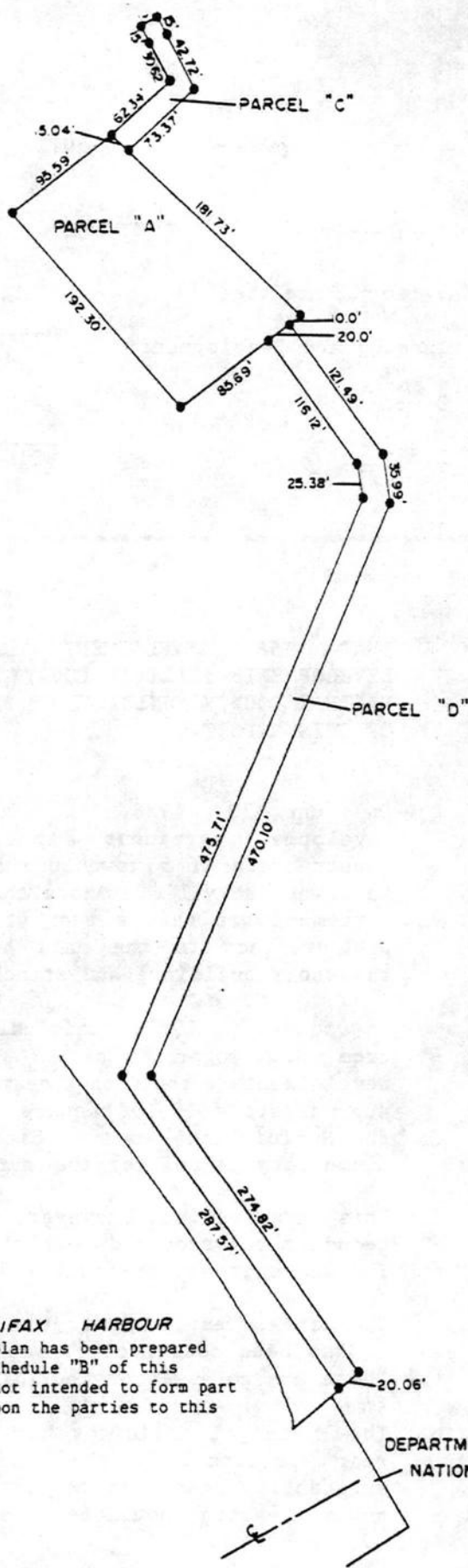
THENCE S30°-24'-48"E a distance of 15.00' to a point;

THENCE S30°-24'-48"E a distance of 30.62' to a point;

THENCE S47°-22'-09"W a distance of 62.34' to a point;

THENCE S46°-42'-04"E a distance of 15.04' to the PLACE OF BEGINNING.

The above described parcel of land contains 0.041 acres.



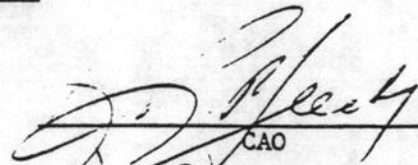
HALIFAX HARBOUR
 NOTE: This sketch plan has been prepared for reference to Schedule "B" of this Agreement. It is not intended to form part of or be binding upon the parties to this Agreement.


DEPARTMENT OF
 NATIONAL DEFENCE (WHARF)

D25

STAFF REPORT

TO: Planning Advisory Committee
FROM: Dept. of Planning and Development
APPLICATION NO. DA-SA-02-87-19
DATE: March 23, 1987



CAO


DIRECTOR, PLANNING & DEVELOPMENT

RECOMMENDATION:

THAT THE DEVELOPMENT AGREEMENT BETWEEN LANGEVIN DEVELOPMENTS (HALIFAX COUNTY CONDOMINIUM CORPORATION) AND HALIFAX COUNTY MUNICIPALITY BE AMENDED AS PER APPENDIX "A" OF THIS REPORT.

Information:

On June 30, 1986, the Municipality entered into a development agreement with Langevin Developments for the construction of a townhouse project on the Connolly Road in Lower Sackville. Among the terms and conditions of the agreement was that a rear yard of 270 feet be maintained with respect to the main building(s) and 235 feet for accessory buildings and structures (See Figure 1, Page 6).

On January 6, 1987, Municipal Council accepted a proposal from Mr. Rogers, one of the principles of Langevin Developments, that the rear portion of the lot, being approximately 19,698 square feet in area, be purchased by the Municipality as an addition to the Sackville Heights Elementary School for the sum of \$5,000 (Map 3, p. 5).

This transaction, however, would have the effect of reducing the required rear yard by 200 feet to 70 feet and for accessory buildings by 200 feet to 35 feet (p.7).

The actual rear yard for the main building, based on where it has been constructed, would be approximately 140 feet. There are no accessory buildings at present.

The Municipal Solicitor has advised that the sale of the rear portion of the property would constitute a substantive change to the agreement and, therefore, that a public hearing should be held.

Given that the agreement would still contain substantial setbacks from neighbouring properties and that both parties have indicated their willingness to make the property transfer, the Planning and Development Department has no objections to the proposed amendments.

D25

APPENDIX "A"

BE IT RESOLVED THAT the following are hereby adopted as amendments to the Development Agreement between the Municipality of the County of Halifax and Langevin Developments, (Halifax County Condominium Corporation), concerning the reduction of required rear yards and the sale of a portion of Lot A of the lands of William Rogers

1. By replacing the following requirements of Section 4:

Minimum Rear Yard 270 feet
(Property Line C)

WITH:

Minimum Rear Yard 70 feet
(Property Line C)

2. By replacing the following requirements of Section 6:

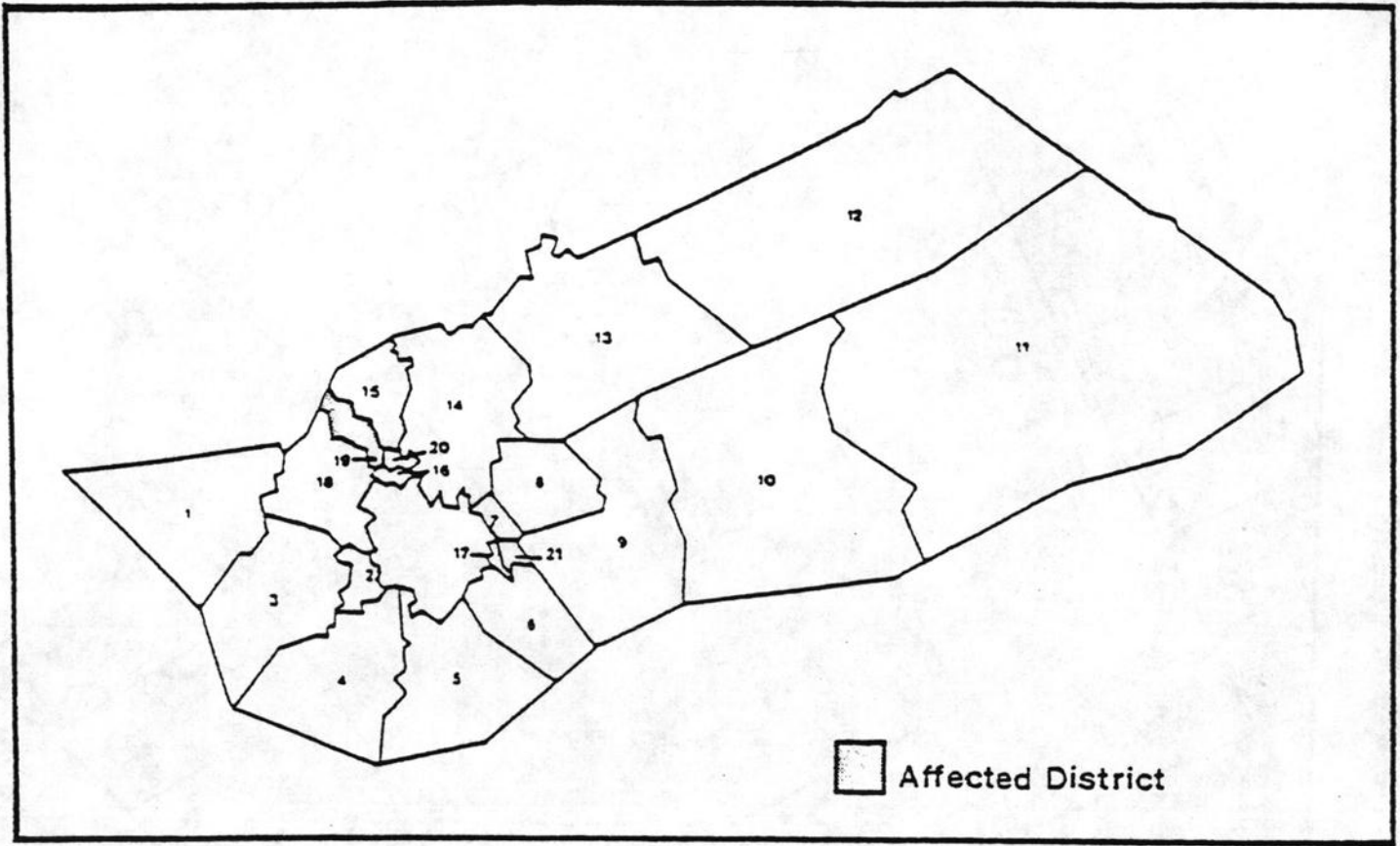
Minimum Rear Yard 235 feet
(Property Line C)

WITH:

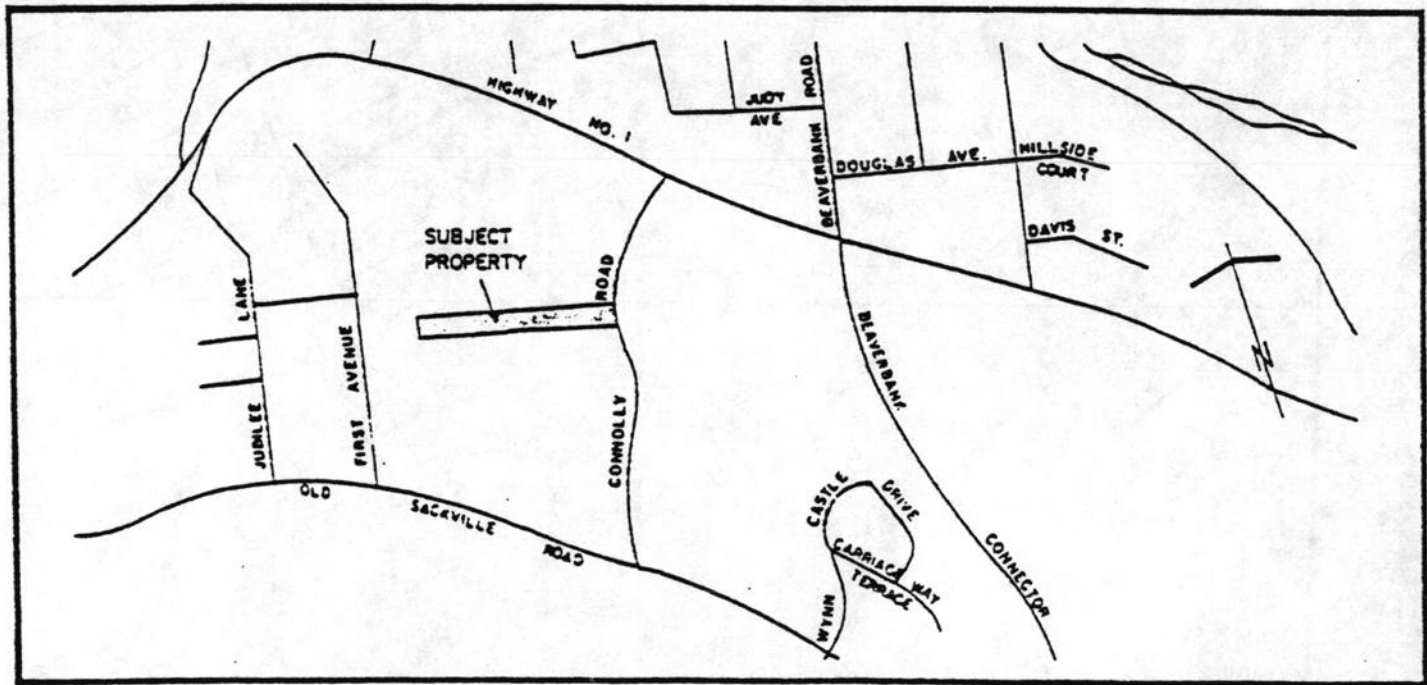
Minimum Rear Yard 35 feet
(Property Line C)

3. By deleting Appendix "A" and replacing it with a revised Appendix "A"

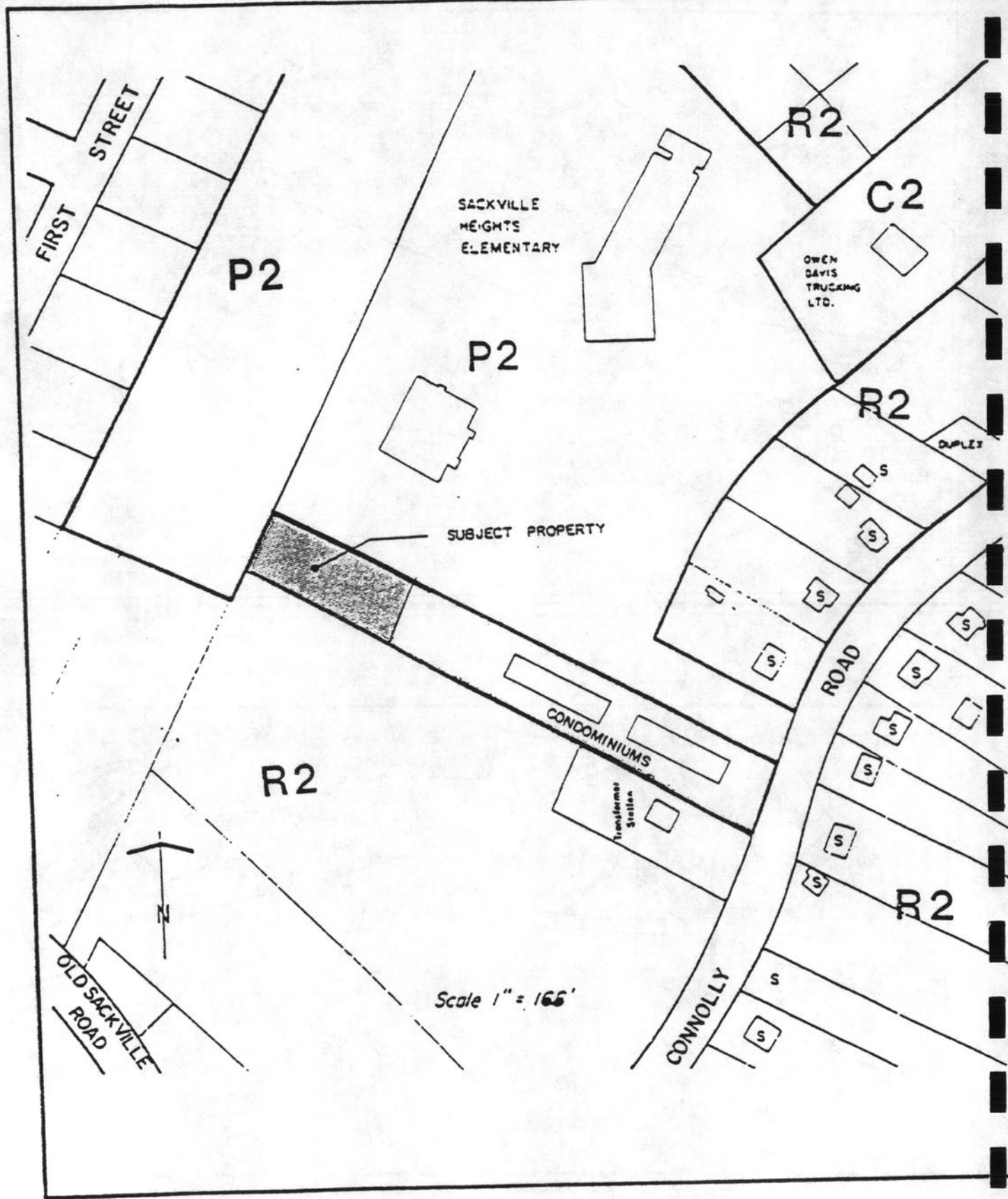
MAP 1



MAP 2



MAP 3



APPENDIX 'A' - DEVELOPMENT AGREEMENT BETWEEN
LANGEVIN DEVELOPMENTS & THE
MUNICIPALITY OF THE COUNTY OF
HALIFAX

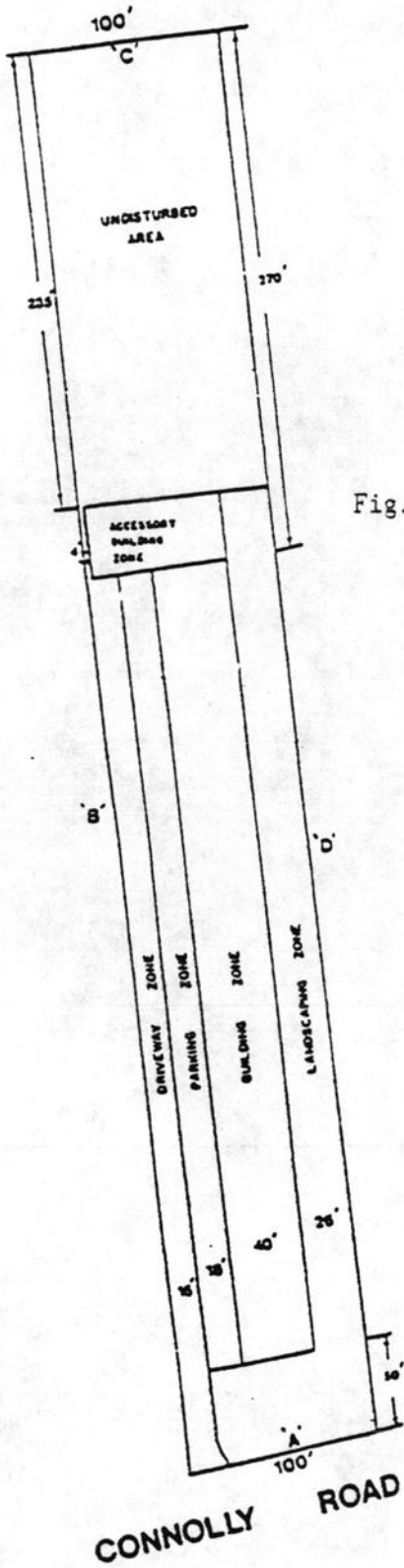
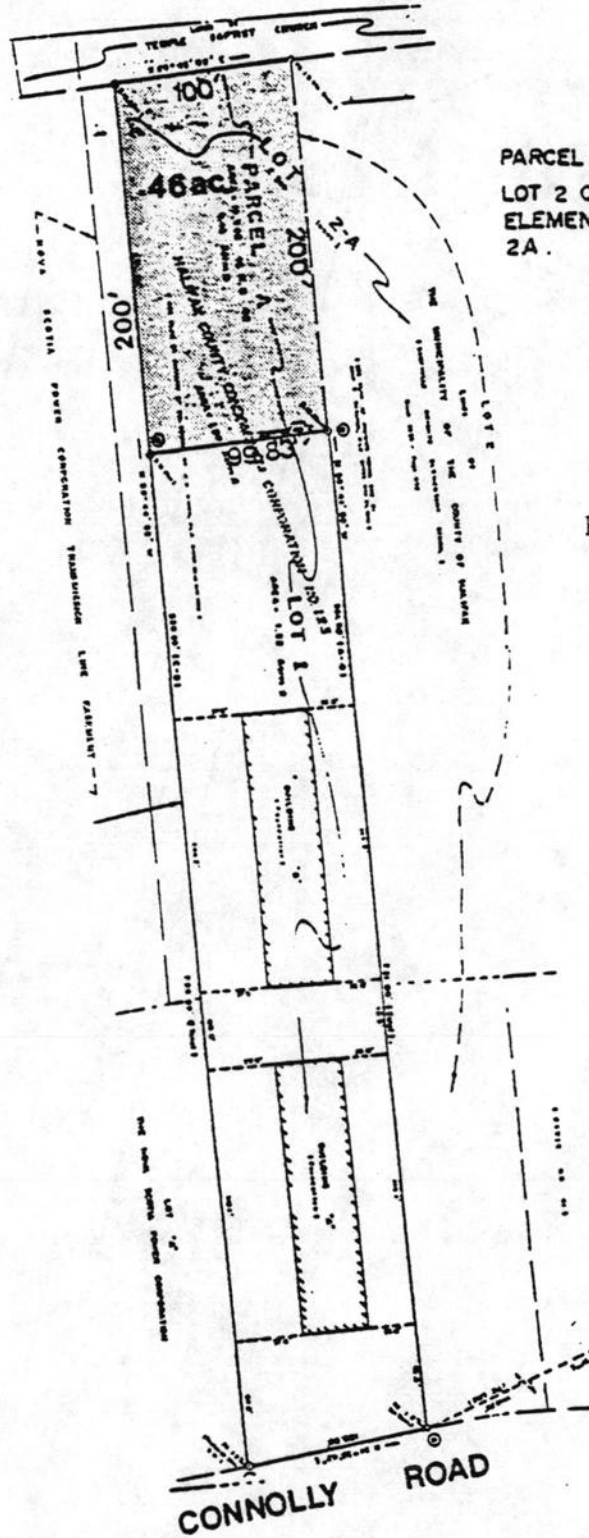
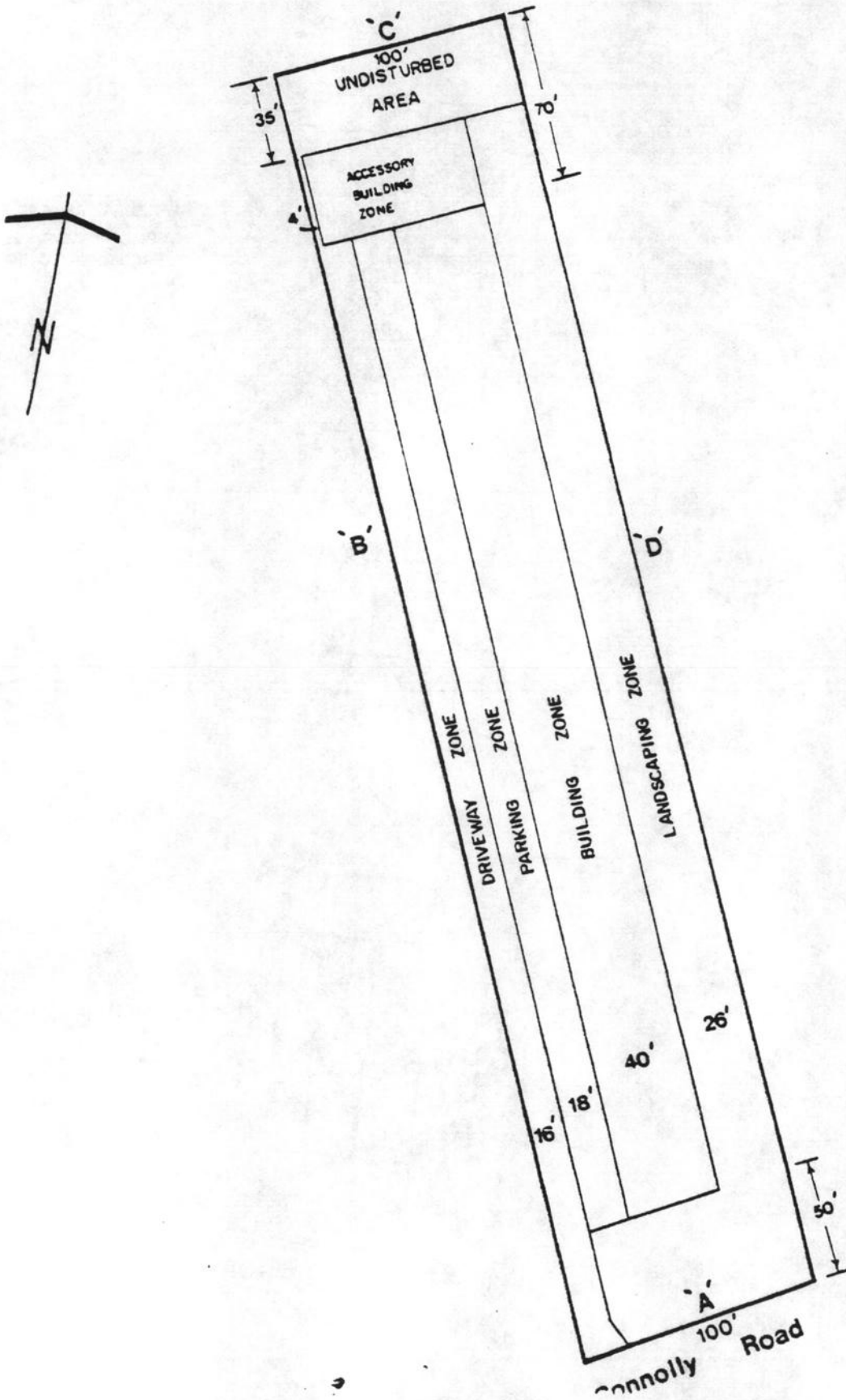


Fig. 1



PARCEL A AS ADDITION TO
LOT 2 OF SACKVILLE HEIGHTS
ELEMENTARY TO FORM LOT
2A.

Fig. 2



PUBLIC HEARING

MAY 25, 1987

PRESENT WERE: Councillor Walker
Councillor Rawding
Councillor Fralick
Councillor P. Baker
Councillor C. Baker
Councillor Deveaux
Councillor DeRoche
Councillor Randall
Councillor Reid
Councillor Lichter
Councillor Snow
Councillor Merrigan
Councillor MacKay
Councillor McInroy
Councillor Eisenhauer
Councillor MacDonald
Councillor Wiseman
Deputy Warden Mont

ALSO PRESENT: Mr. G.J. Kelly, Municipal Clerk
Mr. R.G. Cragg, Municipal Solicitor
Mr. B. Wishart, Planner

SECRETARY: Glenda Higgins

Deputy Warden Mont called the public hearing to order at 7 p.m. with the Lord's Prayer.

Mr. Kelly called the Roll.

Deputy Warden Mont reviewed the procedure for public hearings.

DA-CH/W-12-86-12 - PROPOSED DEVELOPMENT AGREEMENT BETWEEN THE MUNICIPALITY OF THE COUNTY OF HALIFAX AND HARDMAN FUND LIMITED PARTNERSHIP TO PERMIT A DRIVE THRU SERVICE AT THE EXISTING ARBY'S RESTAURANT LOCATED AT 1038 COLE HARBOUR ROAD

Mr. Wishart identified the application, noting there has been no written correspondence received with respect to this application. He identified the site in question on a map on the overhead projector. Mr. Wishart advised the Planning and Development Department has no particular objections to this application. In terms of land use, the area is generally commercial in nature, either by land use or by zoning. He identified on the overhead projector how the drive thru would operate, entering and exiting on the Cole Harbour Road. There is room for seven vehicles in the bay between the ordering booth and the pick-up window. Mr. Wishart informed the applicant has proposed, and

the development agreement has made provision for a six foot Gabian wall at the rear of the property to act as a buffer for neighbouring properties. The applicant has also agreed to extent this wall to offer additional protection to neighbouring properties. There is also an embankment beyond the wall which will offer additional projection to the adjacent apartment building. The hours of operation have been limited to 7 a.m. to 12 midnight.

Mr. Wishart reviewed the development agreement, noting the original agreement stated that Arby's could place a sign on the property 28 feet square feet in size. The Planning and Development Department felt this was compatible with other signs in the area. However, the agreement has been changed to allow a 75 square foot sign as per Council's instruction, as well as to provide for additional handicapped parking. He noted the agreement does not provide for access on Ambro Lane, as a recent amendment to the municipal planning strategy expresses concern with commercial enterprises gaining access to local residents streets. The Department of Transportation has approved the proposed development agreement based on its access to the Cole Harbour Road only. He concluded the presentation, noting the Department of Planning and Development recommend approval of this application.

Questions from Council

Deputy Warden Mont asked if there are existing signs in Cole Harbour comparable to that proposed for this operation. Mr. Wishart advised comparable signs would be those at service stations and at the existing building supply outlets along the Cole Harbour Road. The sign at Lockhart's can be a maximum of 100 square feet, although he was not sure of the actual size of the sign there.

Speakers in Favour of this Application

Ted Wickwire advised he is representing Saunderson Food Co. Ltd., a Nova Scotia company consisting of four principals, all young, male businessmen living and working in this area. He stated the company has a single business objective: the operation of an Arby's franchise. He informed it will be the second such franchise in the region, although this operation will have no connection with that in Bedford.

Mr. Wickwire advised he is speaking in favour of a three-fold request: 1) the drive-thru, 2) the size of the sign, and 3) access on Armbr Lane. He stated the first two requests are critical to the application, and the third is not so critical.

Mr. Wickwire spoke of the drive-thru, stating the very best efforts have been made to accomodate all of the requests of the Planning Advisory Committee. Discussions have taken place with Clayton Developments Limited, owners of the apartment building to the rear of the property in question, and it has been agreed that there will be a hedge and a fence erected between the two properties to prevent younger people from going through the buffer area. A buffer may also be erected to prevent night time lights from disturbing apartment occupants. He stated there does not appear to be any problem with respect to neighbourhood cooperation.

With respect to the size of the sign, Mr. Wickwire informed a franchise like Harvey's, with much national and international advertising, requires a full-fledged logo. He stated the present sign is 25 or 26 square feet in size, and it is not doing the job. He stated the standard Arby's sign is as the one located in Bedford, and it is important to have this sign erected in Cole Harbour to keep this business going and to have it received. The Planning Advisory Committee were satisfied that this sign will not be offensive. He showed a picture of the proposed sign, noting there are other signs in the area of this magnitude.

Mr. Wickwire next spoke of access from the drive-thru to Armbro Lane. He noted this street is a cul-de-sac, and very little traffic would be going to this end of the street. He suggested it may be safer to have the traffic from the drive-thru exiting onto Armbro Lane rather than the Cole Harbour Road. He stated this provision in the agreement is not critical to the operation of this drive thru, but it is felt it would be in the public interest to have the access onto Armbro Lane.

Questions from Council

None

Speakers in Opposition to this Application

Ron Cooper, Chairman, Planning Committee, Cole Harbour/Westphal Service Commission, informed the Service Commission has two areas of concern: the traffic created by this proposal and the size of the anticipated sign. Mr. Cooper stated there is concern about a cross-pattern of traffic which will be created by this drive-thru operation. The property is connected by driveway with the Royal Bank property next door, and there will be people coming from Cumberland Drive, through the Royal Bank property, trying to mesh to traffic coming from the Cole Harbour Road. This could be dangerous for traffic and pedestrians in the area. Mr. Cooper stated the Commission is more concerned about the size of the anticipated signage for this development. He noted most of the existing signs in the area have been there for a long time, and they were accommodated by the municipal planning strategy and land use by-laws. However, this operation knew about community standards when they moved to the community, and they are now asking for a change to three times to the size of permitted signs. He stated the Commission is opposed to relaxing standards set by the community for the communities enjoyment and protection. He requested that the size of the signage for this development be reconsidered and returned to the original 28 square foot proposal.

Questions from Council

Councillor Deveaux stated this operation should be allowed the same opportunities as other establishments with respect to the signage. He noted the sign for this operation is known internationally, and this is important to a commercial outlet. He felt this sign will not be much out of line in comparison to other signs along the Cole Harbour Road. With respect to traffic, he agreed there are areas along the Cole

Harbour Road where it would not make sense to exit from. However, in this instance he stated he could not see the logic of making customers of Arby's exit onto the Cole Harbour Road when an access to Armbro Lane would be safer. He stated he could see no logic in the Department of Transportation approving this application based on access to the Cole Harbour Road only. He stated traffic on Armbro Lane is minimal, and it would be more sensible for traffic from the drive thru to exit onto this lane and go to a stop sign.

Mr. Cooper stated he has concerns about cross patterns of traffic on this property. With respect to signage, the operation knew what the requirements were when the established here, and they should not make any efforts to break the community standards.

Councillor DeRoche inquired about the size of a sign for the shopping centre further along the Cole Harbour Road. Mr. Cooper informed these signs are approximately 100 square feet, which was allowed in their development agreement. Councillor DeRoche stated Clayton Developments developed this site, and he asked if they are referred to as a new company or an established company. Mr. Cooper felt Clayton Developments were not responsible for the erection of these signs; the occupants of the shopping centre erected these signs. Councillor DeRoche objected, stating the agreement was between the Municipality and Clayton Developments, and he felt Clayton Developments had far more opportunities to know the standards in the community are, and they requested and were granted a deviation from these standards. Mr. Cooper agreed, stating the Commission has always opposed the sizes of these signs.

Deputy Warden Mont asked if the Commission feels the exit onto Armbro Lane would help or hinder the cross patterns in traffic the Commission is concerned about. Mr. Cooper stated his personal opinion would be that the Department of Transportation should have allowed the entrance further down the block, and the exit onto Armbro Lane would probably help this development more than hinder it.

It was moved by Councillor DeRoche, seconded by Councillor Snow:

"THAT the proposed development agreement between the County of Halifax and Hardman Development Fund Limited Partnership for the operation of a fast food take-out and drive-thru restaurant at the corner of the Cole Harbour Road and Armbro Lane, Cole Harbour be approved by Municipal Council."

Councillor McInroy stated there is an obvious problem with the signage situation in the Cole Harbour plan. He stated he shares the frustrations of some who are told they can participate in the formulation of a plan, and it is then amended to accommodate various situations. He stated he does not have difficulty with the plan, although he does have difficulty going through the public participation process, and Council subsequently allowing people to make changes to the community standards as they set up. He stated there should be a resolution to this problem because it will be on-going if something is not done. He stated this section of the plan should be reviewed,

rather than completely ignored. Councillor McInroy stated the resolution does not address the access to Armbro Lane, and he stated it could be very dangerous to have a commercial access to a residential street. In terms of this being precedent-setting, he felt problems are caused when exceptions are made. He expressed agreement with Mr. Cooper with respect to the traffic pattern in the manner it is currently set up on this lot. It is difficult, and it will be compounded by the drive-thru exiting at the same point of the entrance. He concluded that access to Armbro Lane would be logical sense in this circumstance, although it will have an impact on future requests.

Councillor Deveaux clarified that the resolution will not allow the access onto Armbro Lane.

It was moved by Councillor Deveaux, seconded by Councillor C. Baker:

"THAT the aforementioned resolution be amended to read:

THAT the proposed development agreement between the County of Halifax and Hardman Development Fund Limited Partnership for the operation of a fast food take-out and drive-thru restaurant at the corner of Cole Harbour Road and Armbro Lane, Cole Harbour, with the appropriate amendments to permit exit/access onto Armbro Lane, be approved by Municipal Council."

Councillor Deveaux stated each case must be considered individually. There were other areas along the Cole Harbour Road where it did make sense to access onto the Cole Harbour Road. However, this situation does not appear to be feasible to allow traffic access from the drive-thru to the Cole Harbour Road. He stated it would make more sense to have traffic access onto Armbro Lane.

Mr. Wishart referred to the Municipal Planning Strategy for Cole Harbour, reading the appropriate policy. He stated from a staff point-of-view there was nothing provided regarding standard engineering practices indicating that access should be on other than the Cole Harbour Road, and the Department of Transportation has approved this development with access only on the Cole Harbour Road.

Mr. Cragg felt the amendment was in order. He felt it would have to be demonstrated that engineering practices and policies dictate that such access is not only desirable and necessary. In the absence of such wording, Council may be hard-pressed to support the amendment, but it is possible.

AMENDMENT CARRIED

MOTION CARRIED AS AMENDED

RA-TLB-46-86-02 - APPLICATION BY ARMOYAN GROUP LIMITED TO REZONE APPROXIMATELY 6.2 ACRES OF LAND LOCATED OFF HIGHWAY NO. 3 AT TIMBERLEA FROM R-1 (SINGLE UNIT DWELLING) ZONE TO R-2 (TWO UNIT DWELLING) ZONE

Mr. Wishart identified this application and the property in question on a map on the overhead projector. He stated the land in question is presently vacant, and the applicant has indicated the intention of this rezoning is to construct approximately 29 two unit dwellings. The area in question is in a residential designation of the plan area, which permits a range of residential uses, although primary support is for single unit dwellings. However, there is a need for a mix of housing types, and R-2 units are permitted through the rezoning and public hearing process.

Mr. Wishart continued, indicating the proposed style of development. There will be several areas of the development zoned R-2 and others will remain R-1. There have been concerns expressed by area residents about R-2 development in high concentrations lowering property values, changing the character of the neighbourhood, creating traffic problems, etc. He felt some of these concerns would be alleviated in that the R-2 portion of the development will be contained in the interior of the overall proposal, and no R-2 units will face any existing single unit dwelling; only in very few instances would any R-2 properties abutt an existing single unit dwelling property.

Mr. Wishart informed the technical aspects of this proposal have been reviewed by the appropriate agencies. The School Board has indicated there would be no problem accomodating any additional students that might be generated by this proposal. The Municipal Engineering Department reports that the sewer capacity in this area can accomodate this higher density development, and the Department of Transportation has stated that the road layout as shown meets their standards with the access point onto Highway 3.

Mr. Wishart continued that in the past there have been general concerns about higher density level development along the lake front. In this instance it is proposed that R-1 development be maintained along Governor Lake. He concluded that this development would see approximately 29 two unit dwellings, and the Planning and Development Department has no particular concerns with this development, and approval is recommended.

Questions from Council

Councillor Rawding noting concerns have been expressed about the concentration of this development. He asked if there has been a particular concern expressed to him about this concentration. Mr. Wishart informed in the past there has been no particular concern addressed to him about this proposal.

Councillor Rawding asked if it is fair to say that properties do not have to necessarily be abutting upon each other to have an affect on their property values. Mr. Wishart stated he is not an accessor, but it is possible that a neighbouring development could have a negative affect on the property values for a number of reasons.

Councillor Rawding asked what affect approval of this application may have on any future applications for R-2 development. Mr. Wishart informed any individual has the right to apply for a rezoning, and each application is considered and weighed on its merits. The ultimate decision rests with Council. He stated it cannot be determined at this point what type of staff report may come forward. Councillor Rawding clarified that this application has had some input with staff, and as a result the R-1 are abutting Highway 3 and the lake. Mr. Wishart informed some "negotiation" have taken place with the applicant. The original proposal was for all R-2 zoning, and after some discussion, the final plan was as presented now.

Speakers in Favour of this Application

Dan MacCarthy, Director of Marketing and Promotions, Armoyan Group Limited, stated an information package was sent to each Councillor, including the covenants that are to be enforced to ensure the integrity of the existing properties and to protect the new home buyers investment into the new development. He stated there have been several meetings between the Armoyan Group Limited and County staff regarding this proposal, and there was also a meeting with Councillor Rawding to brief him on the plans for this development.

Mr. MacCarthy stated the Armoyan Group Limited has been involved in the subdivision development in the metro area for the past three years, with a great deal of experience in R-1, R-2, and mixed use developments. He stated the corporate moto is "From Your First Home to Your Dream Home", and with this proposed development, both ends of this moto can be addressed.

He stated the Department of Planning and Development support this concept plan, and the Municipal Planning Strategy designates this area as residential, with the intent of protecting existing low density residential development, as well as a housing mix. Rezoning to R-2 may be considered provided that the scale and location of the R-2 is consistent with existing neighbourhoods. He stated it is believed that the concept plan is solid on all planning criteria. Furthermore, he stated it is felt that homeowners consider four factors when choosing a home: 1) affordability - both the R-1 and R-2 homes will be reasonably priced, at a market price where the bulk of the home buyer public can reach them; 2) safe and pleasant neighbourhoods - the Governor Lake development will be a family community with home owners occupying the homes; high density does not necessarily mean low income. The homes in this development will sell from \$75,000 +, which will contribute to neighbourhood stability to help ensure a safe neighbourhood for those who live there. The investment of these homeowners will be protected by restrictive covenants which the development intends to enforce; 3) proximity of home to job location - there is much development in Timberlea now with the Lakeside, Ragged Lake, and Bayers Lake Industrial Parks, and it is anticipated many employees of these industrial parks will settle in the immediate area; 4) recreation facilities - it is proposed that parkland in this development will be deeded to the public and available to all residents of Timberlea/Lakeside/Beechville, and it will include a section of lake frontage, and it is proposed to construct a canoe-launching wharf and a children's playground here.

Mr. MacCarthy informed the Armoyan Group Limited believe this subdivision will enhance the Governor Lake area. It will be the first development that will have concrete curb and gutter, and the streets will be paved immediately. The company has been very open with the residents of the area. He informed he personally visited all homes that directly abutt the development, although not everybody was home. There was also a mailout to all homes within 500 feet of the development. The response received has been very positive, and several residents of the area have expressed interest in purchasing homes in this development.

He stated between 1976 and 1981 the population of the Timberlea/Lakeside/Beechville decreased, but since 1981 the population has increased by at least 20 percent. It is believed growth in the Timberlea area will continue, and the Armoyan Group Limited wants to be a part of this growth. It is felt the proposal is a good, solid proposal, which will address the current needs.

Questions from Council

Councillor Eisenhower asked if the Armoyan Group Limited developed Bedford Hills Subdivision off the Hammonds Plains Road. Mr. MacCarthy informed they did.

Councillor DeRoche asked what incentive there will to the Armoyan Group Limited once all the lots are sold to enforce the restrictive covenants. Mr. MacCarthy stated it will be in the company's own interest to ensure that the builder and/or purchaser of the lot will comply with those covenants. He stated if the development is done over a number of phases, the original phases will have to comply with the covenants in order to make future phases of the development attractive. Councillor DeRoche stated the response by Mr. MacCarthy is great theory, but the issue should be approached realistically. He stated covenants are only as good as the partners that participate. Mr. MacCarthy suggested a great deal of the onus would fall upon a local neighbourhood association, which will hopefully be established. He stated if somebody is not adhering to the covenants, it is hoped the neighbours will take such individuals to task. He stated four or five years down the road, it is not known what would be done if somebody was not respecting the covenants. He stated this has not happened with any other developments by the Armoyan Group Limited. He stated if people are willing to put money into a development such as this, they want to protect their investment.

Councillor MacDonald stated Meadowland Estates by the Armoyan Group is not a good example. There have been many major problems with this development. He asked if the land in question is flat. Mr. MacCarthy informed this land is quite rocky and the elevation is in the range of 30 to 50 feet. Councillor MacDonald inquired about storm drainage. Mr. MacCarthy informed this question would be best answered by the next speaker. Councillor MacDonald stated one of the major problems throughout the County is drainage on elevated lands. Mr. MacCarthy clarified that the problems with Meadowland Estates is more with respect to the land itself, rather than construction of the homes.

Councillor MacDonald objected, stating storm drainage is a major problem, and the storm drainage agreement was not followed. He advised he has received many complaints about this development.

Councillor Rawding asked if the Armoyan Group Limited is now the deed owner of the land in question. Mr. MacCarthy informed it is. This was partially the reason for the original withdrawal of this application, as well as the re-organization of the Armoyan Group Limited. During re-organization, it was felt the Armoyan Group Limited should not take one too many projects.

With respect to the recreation proposal, Councillor Rawding asked what time frames are expected for implementing this park. Mr. MacCarthy informed the Armoyan Group does not have all the plans submitted presently, nothing is firm. However, it is intended to immediately consider the development of the parkland area. He stated there is a competitive market for lot sales, and anything to upgrade the development for lot sales will be done, including the park development. He suggested this will be considered within one month.

Councillor Rawding informed he was concerned about parking with the closed cul-de-sac. He also expressed concern about snow removal and children's safety here. He asked how many vehicles per unit could be parked in each driveway. Mr. MacCarthy informed most driveways constructed will accommodate two cars. He stated the only problem will be that a 18 or 20 foot driveway could take away from the lawns on each side of every unit.

Councillor Rawding noted there are a number of lots in the centre of this development that will abutt on the back of each other. He asked if there is any proposal to advertise a standard form of fence at the best competitive price to keep these lot owners separate and distinct. Mr. MacCarthy informed this point was considered. Some felt the lots should be fenced off for protections, while others preferred the lots be left open to create a larger looking yard. He stated the Armoyan Group would not like to dictate a fence for all the homes as it may cut the properties up too much. Councillor Rawding stated once one builds a fence, other tend to follow suit, and he expressed concern that there should be some uniformity and consistency in construction and design of the fences. He suggested this be offered by the developer as an extra should one wish to build a fence. Mr. MacCarthy informed all house plans must be approved by the Armoyan Group Limited, and he felt fence construction is also provided for in the restrictive covenants in that they must also be approved by the Armoyan Group Limited. Councillor Rawding stated there can be difficulty in enforcing these restrictive covenants, and there may be fence construction of various materials. Mr. MacCarthy informed there have been similar requests from residents at Eaglewood and Bedford Hills Subdivision, and plans for these fences must be approved by the Armoyan Group Limited.

Councillor Rawding inquired about the present standards of sodding. Mr. MacCarthy informed sodding will be the complete yard surrounding the house.

Councillor Rawding asked if there is any intention to make any further application to rezone the R-1 lots. Mr. MacCarthy informed there is no intention to rezone any further. The lake front lots are felt to be quite valuable as R-1 lots, and it is intended to respect the wishes of County staff and leave these lots zoned R-1, as well as those abutting the existing R-1 lots.

Hugh Porter, Porter-Dillon Consultants, informed Porter-Dillon is doing the engineering work associated with this development. He advised based upon the acreage of the R-2 request and the total acreage of the subdivision, only 40 percent of the total area of the subdivision will be zoned R-2. He stated the layout of the subdivision has been based on the principal that abutting properties should be similar. Thus, this has resulted in the concentration of R-2 lots in the interior of the subdivision. He noted the rear lot line of Lot 42 is adjacent to the rear lot line of an existing single family dwelling. He stated this a large lot with considerable depth. Therefore, it should not create a problem. Lots 17 and 18 do partially abutt an existing single family dwelling, but the placement of the existing dwelling is such that the boundary of Lot 18 starts at the back of the existing dwelling. He stated they have been successful in keeping abutting uses of a similar nature.

Mr. Porter stated the subdivision overall exceeds the minimum requirements for R-1 or R-2, the minimum requirement being 6,000 square feet. The average lot size in the entire subdivision is approximately 9,000 square feet. The majority of R-2 lots are on lots which average 7,000 square feet. He informed some of the lake front lots proposed as single unit lots, are larger with an average size of 11,000 square feet.

Mr. Porter stated the proposed land is well defined in terms of knowing what exists or what will continue to exist. On the west side there is the proposed park and the existing trailer court. On the north side is Governor Lake, and on the south side the property is bounded by Highway 3. To the east is a small boundary open for future development. The uses surrounding the site are already established. He stated there is a fairly strong demand for R-2 development, and it is anticipated that the standard of the R-2 development will result in a property value which is at least equal and perhaps above the single family dwelling properties existing in the immediate area. He stated they will certainly be of a comparable value. Mr. Porter stated it is possible to execute R-2 development in a satisfactory way, although it does take special care and consideration. He referred to Bedford Hills Subdivision, Bedford and Fallingbrook Subdivision, Sackville, stating they are both attractive two unit developments, and many of these R-2 units offer a higher standard of development than the adjacent R-1 units.

From a servicing point-of-view, Mr. Porter stated it has been confirmed that adequate water and sanitary sewer systems are available in the immediate vicinity of the site. There is also sufficient existing school capacity in the immediate area. He concluded the scale and location of this subdivision will allow the development to be carried out in a compatible manner without a negative impact on the existing neighbourhood.

Questions from Council

Councillor Wiseman asked if Mr. Porter is hired as the consultant to the Armoyan Group Limited for the entire project. Mr. Porter informed he has been hired for the whole of the project from engineering design to construction supervision and inspection. Councillor Wiseman asked what kind of environmental controls have been added to protect the lake. She noted there are 14 lots abutting Governor Lake. Mr. Porter informed the lots immediately fronting on the lake have been made larger in size, as well as deeper with the intent of trying to retain some of the natural vegetation along the lake. He stated the main concern is during construction, and the possibility of high levels of siltation and run-off to the lake. He stated this problem is reduced considerably on this site because it has very little overburden on it; it is largely bedrock, and once the roads are designed and the serviced installed, there will be primarily bedrock and blasted rock, which has far less potential for run-off of fine material into the lake. He stated this situation will be monitored and various types of action can be taken. He stated it is not anticipated that this will be a major problem because of the type of material at this site. Councillor Wiseman suggested during the construction of streets and the individual lots in the area, that there be strong environmental controls put on the people who are constructing the homes. She stated regardless of where homes are built and who the constructors are, there must be strong controls in place or the lake will be damaged.

Councillor Wiseman also expressed concern about storm drainage design and the location of the end of the storm drainage. Mr. Porter informed the storm drainage facilities will mainly be a pipe system, and the eventual discharge of that water will be into the lake. He stated this method of water discharge has been reviewed by the Provincial Department of the Environment, and most land development activities do have storm water discharging into the lake. Councillor Wiseman stated she would be more comfortable with more controls in place during the construction period so the storm drainage from the whole construction area does not go directly into the lake. She stated if it were to be a holding pond or another area where sedimentation could settle before water is discharged to the lake, it would be more acceptable. Mr. Porter stated this type of control would involve more monitoring by the Provincial Department of the Environment. Critical periods are during construction, and it is the intent to build into the specifications of the contract requirements of this type. After construction and landscaping is complete, this responsibility will be up to the homeowners. Councillor Wiseman stated she would have no difficulty with that; Councillor Rawding will probably keep his eyes open in this respect. However, construction must be closely monitored in order to prevent things which happened to First Lake in Sackville. Mr. Porter concluded it is intended to exercise control, which will be reinforced by the Department of the Environment. He reiterated the potential for discharge of fine materials is much less likely in this development than if they were working in a clay area.