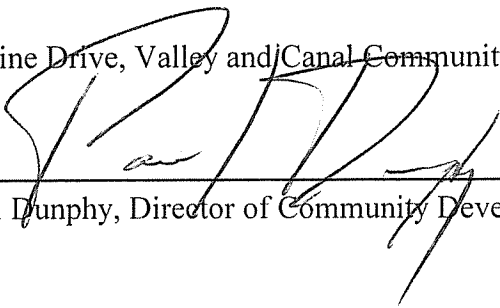


**Marine Drive, Valley and Canal Community Council**  
**February 2, 2010**

**TO:** Marine Drive, Valley and Canal Community Council

**SUBMITTED BY:**

  
\_\_\_\_\_  
Paul Dunphy, Director of Community Development

**DATE:** January 13, 2010

**SUBJECT:** **Case 01043: Development Agreement for Open Space Design  
Subdivision – Westside Inlet Drive, West Petpeswick**

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**ORIGIN**

Application by Nor East Investments Limited.

**RECOMMENDATION**

**It is recommended that Marine Drive, Valley and Canal Community Council:**

1. Give Notice of Motion to consider approval of the proposed Development Agreement for a hybrid open space design subdivision on Westside Inlet Drive, West Petpeswick, as contained in Attachment A of this report, and schedule a public hearing.
2. Approve the proposed Development Agreement for a hybrid open space design subdivision on Westside Inlet Drive, West Petpeswick, as contained in Attachment A of this report; and
3. Require the agreement be signed within 120 days, or any extension thereof granted by Council on request of the applicant, from the date of final approval by Council and any other bodies as necessary, including applicable appeal periods, whichever is later; otherwise this approval will be void and obligations arising hereunder shall be at an end.

## **BACKGROUND**

Nor East Investments Limited is proposing to develop a parcel of land located at the end of Westside Inlet Drive in West Petpeswick. The Regional Plan limits the amount of development permitted through an as-of-right subdivision, and the applicant has already maximized this potential; therefore, any additional development may only be considered through an open space design subdivision outlined in a development agreement.

<u>Location</u>	The subject property is located on the Petpeswick Inlet of the Atlantic Ocean. Road access is from Westside Inlet Drive, which is connected to Musquodoboit Harbour and Highway 7 by West Petpeswick Road.
<u>Designation</u>	Rural Commuter – Regional Municipal Planning Strategy (MPS) Mixed Use – MPS for Eastern Shore West (Map 1)
<u>Zoning</u>	Mixed Use – Land Use By-law for Eastern Shore West (Map 2)
<u>Surrounding uses</u>	Residential and traditional land uses; undeveloped land
<u>Property features</u>	The subject property is approximately 43 acres (17.6 hectares) and currently undeveloped. There are several water features: Narrows Cove extends into the property from the north; Petpeswick Inlet runs along the east; and Porters Pond borders the property in the south.

## **Proposal**

The applicant is proposing to develop the subject property in two phases, as shown on Schedule B of Attachment A.

### Phase 1: As-of-right subdivision

This subdivision will extend the public street (Westside Inlet Drive) to the east and create seven residential lots, leaving 12 hectares as a remainder. This process is **not** subject to approval by Community Council, and is currently progressing through Subdivision File #14352.

### Phase 2: Development agreement for ‘hybrid’ open space design subdivision

This application is to develop the remaining 12 hectares of land through an open space design subdivision, creating a new public street, twelve residential lots, and a public park on Petpeswick Inlet. The street (Porters Point Drive) will form a T-intersection with Westside Inlet Drive, and run north-south along the peninsula of the subject property.

## **Enabling policy**

Within the Rural Commuter designation, the Regional Plan discourages large scale as-of-right development of land in order to protect rural character, natural resources, and the natural environment. However, residential communities to be considered through open space design. The intent of open space design is to permit development in a creative manner that preserves a

connected system of open space, while minimizing road development and the associated loss or fragmentation of habitat.

There are two types of open space design. In 'classic' open space design, the majority (60%) of the site is left in common ownership for conservation-related uses. In 'hybrid' open space design, the site is divided into individual lots, and the majority (80%) of each lot is not disturbed. The geography of the property, regulations for on-site sewage disposal, and preferred ownership system all contribute in deciding which type is appropriate.

The current application is for a 'hybrid' open space design, which is contemplated under Policy S-15 of the Regional Plan (Attachment B). This policy allows the property to be subdivided into individually owned lots, subject to several conditions:

- Density is limited to 1 dwelling unit per hectare; therefore, on a 12 hectare parcel, only 12 residential units are permitted.
- Disturbance on each residential lot is limited to a 20% 'developable envelope'.
- The remaining 80% of each lot is classified as a 'non-disturbance area'.

## **DISCUSSION**

Staff have reviewed the proposed development and considered the applicable policies in the Regional Plan. Attachment B includes an analysis of Policy S-15 regarding 'hybrid' open space design subdivisions, as well as Implementation Policy IM-15. Staff advise that the proposed development meets the policy criteria of the Regional Plan.

### **Development Agreement**

The proposed development agreement (Attachment A) includes provisions for subdivision and development of the subject property. Highlights of the agreement include:

#### **Reduction of road frontage**

- The residential lots generally front on Porters Point Drive and go through to Petpeswick Inlet. The frontage requirements have been relaxed to minimize the road, one of the goals of open space design. The development agreement permits six flag lots with 20 feet of frontage, whereas an as-of-right subdivision would only allow three flag lots with 20 feet of frontage.

#### **Environmental protection**

- As well as the typical 20 metre watercourse buffer established in the Land Use By-law, 80% of each residential lot will be classified as a non-disturbance area. Houses, accessory buildings, driveways and lawn must be contained within a developable envelope consisting of a maximum of 20% of the lot area.

#### **Developable envelope**

- The Area Table on Schedule B of Attachment A outlines a conceptual developable

envelope containing 20% of the lot area. The specific developable envelope for each individual property will be delineated in consultation with the owner at the building permit stage. Septic systems and wells will be permitted within the non-disturbance area in certain circumstances, where the developable envelope potentially conflicts with NS Environment's regulations, if approved in writing by the Development Officer.

- Non-residential parcels, such as the right-of-way for Porters Point Drive, are not subject to a 20% developable envelope.

#### Parkland

- The developer will deed a parcel of land at the end of Westside Inlet Drive to HRM for parkland. This parcel has good visibility from Westside Inlet Drive, goes through to Petpeswick Inlet, and includes a small island.

#### Porter Pond

- Parcels B and C are part of the open space subdivision. However, due to the preferred location for parkland dedication, the road reserve, and the watercourse buffer around Porter Pond, no residential lots will be created in this area. Once subdivision is complete, these parcels may be consolidated with Lots 6 and 7.

#### **Halifax Watershed Advisory Board**

The proposal was presented to the Halifax Watershed Advisory Board at their October 21, 2009 meeting. The Board made several recommendations for provisions to be included in the development agreement (Attachment C). These recommendations were forwarded to the applicant on December 21, 2009 for the developer's future reference.

The first three recommendations dealt with runoff and stormwater management. At this time, the developer has not designed the stormwater management system, so specific requirements for the system were not included in this agreement; however the agreement does specify that stormwater management plans submitted during subdivision shall be sent to HWAB. The recommendation regarding septic tanks falls under the jurisdiction of NS Environment, not HRM.

The final recommendation was that Parcels B and C be included as parkland. However, staff specifically chose Parcel P-1 as HRM's preferred location for a neighbourhood park due to its proximity to both Westside Inlet Drive and Petpeswick Inlet.

#### **Public Meeting**

Staff held two public information meetings for this application. The first meeting was held on August 8, 2007 before a concept plan was prepared. Minutes from this meeting are included as Attachment D. The second meeting was held on February 11, 2009 when the street and lot layout had been determined. Minutes from this meeting are included as Attachment E.

During the February 11, 2009 meeting, the public raised concerns about light pollution resulting from the street lights required for the new street, and full cut-off light fixtures were requested as they were felt to be compatible with the rural setting.

The type of lighting installed on new streets is dictated by the HRM Streetlighting Guideline, not by the Land Use By-law or a development agreement. However, in a January 19, 2009 report to Regional Council, staff recommended that the HRM Streetlighting Guideline be updated to reflect best practices, which would likely include full cut-off light fixtures. If the guidelines are updated before Porters Point Drive is constructed, the new standards would be used.

### **Area of Notification**

Should Marine Drive, Valley and Canal Community Council decide to hold a public hearing, in addition to published newspaper advertisements, property owners in the area shown on Map 2 will be sent written notification.

### **Conclusion**

Staff believe the proposed 'hybrid' open space design subdivision and the corresponding development agreement met the policy criteria listed in the Regional Plan. As such, staff recommend the development agreement contained in Attachment A of this report be approved by Marine Drive, Valley and Canal Community Council.

### **BUDGET IMPLICATIONS**

There are no budget implications. The Developer will be responsible for all costs, expenses, liabilities and obligations imposed under or incurred in order to satisfy the terms of this Agreement. The administration of the Agreement can be carried out within the approved budget with existing resources.

### **FINANCIAL MANAGEMENT POLICIES / BUSINESS PLAN**

This report complies with the Municipality's Multi-Year Financial Strategy, the approved Operating, Capital and Reserve budgets, policies and procedures regarding withdrawals from the utilization of Capital and Operating reserves, as well as any relevant legislation.

### **ALTERNATIVES**

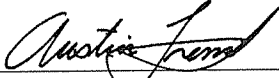
1. Council may approve the attached development agreement. This is the recommended course of action.
2. Council may propose modifications to the development agreement. Such modifications may require an additional public hearing or further negotiations with the developer.
3. Council may refuse to enter into the development agreement, and in doing so, must provide reasons based on a conflict with the applicable policies in the MPS.

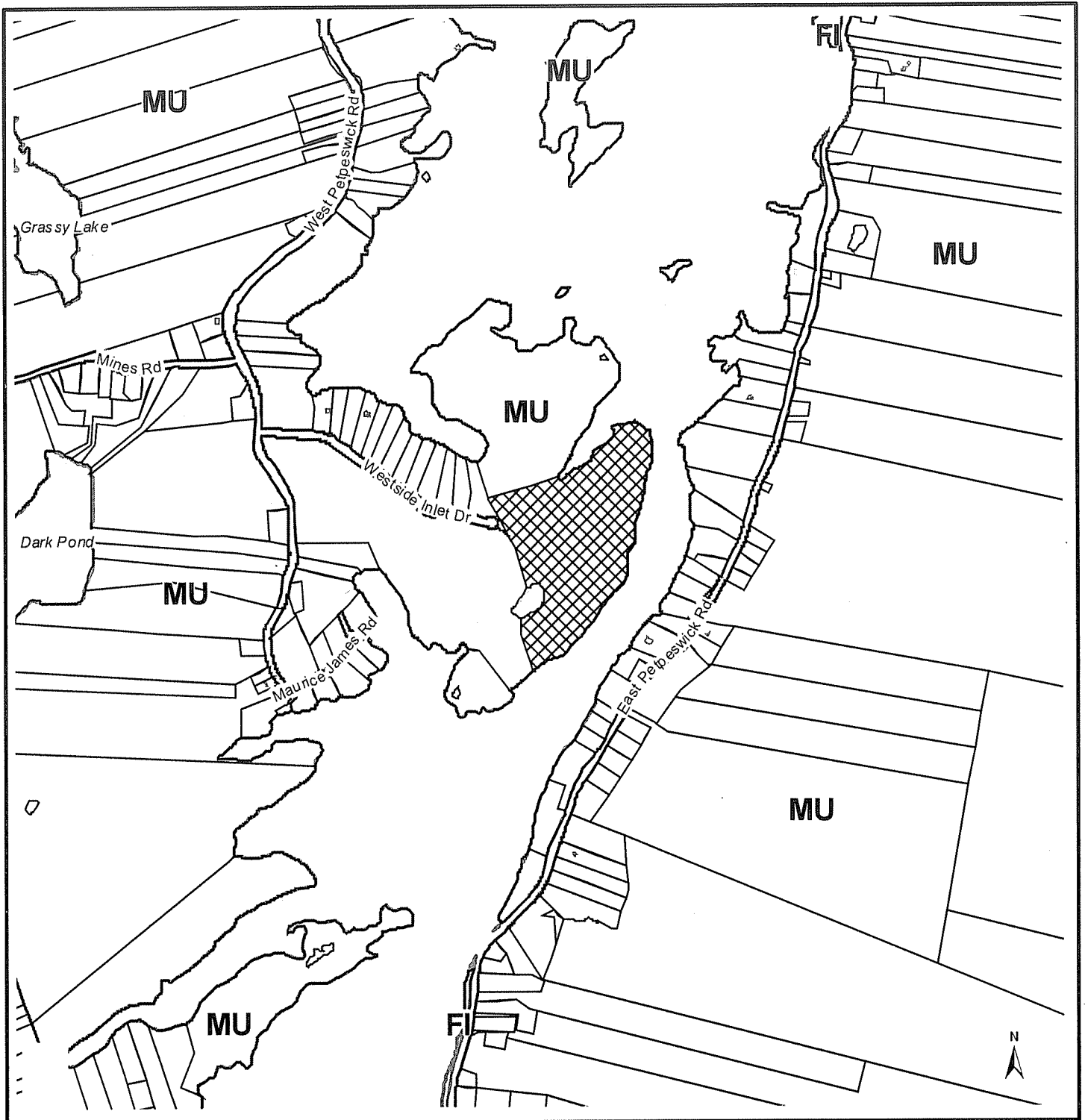
ATTACHMENTS

Map 1	Generalized Future Land Use
Map 2	Location and Zoning / Notification Area
Attachment A	Development Agreement
Attachment B	Review of Relevant Policies from the Regional Plan
Attachment C	Recommendations from Halifax Watershed Advisory Board
Attachment D	Minutes from the First PIM – August 8, 2007
Attachment E	Minutes from the Second PIM – February 11, 2009

A copy of this report can be obtained online at <http://www.halifax.ca/council/agendasc/cagenda.html> then choose the appropriate meeting date, or by contacting the Office of the Municipal Clerk at 490-4210, or Fax 490-4208.


Report Prepared by: Mackenzie Stonehocker, Planner I, 490-4793

Report Approved by:   
Austin French, Manager of Planning Services, 490-6717



**Map 1- Generalized Future Land Use**

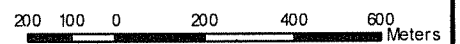
PID # 0044 3226

 Subject Property

**Designation**

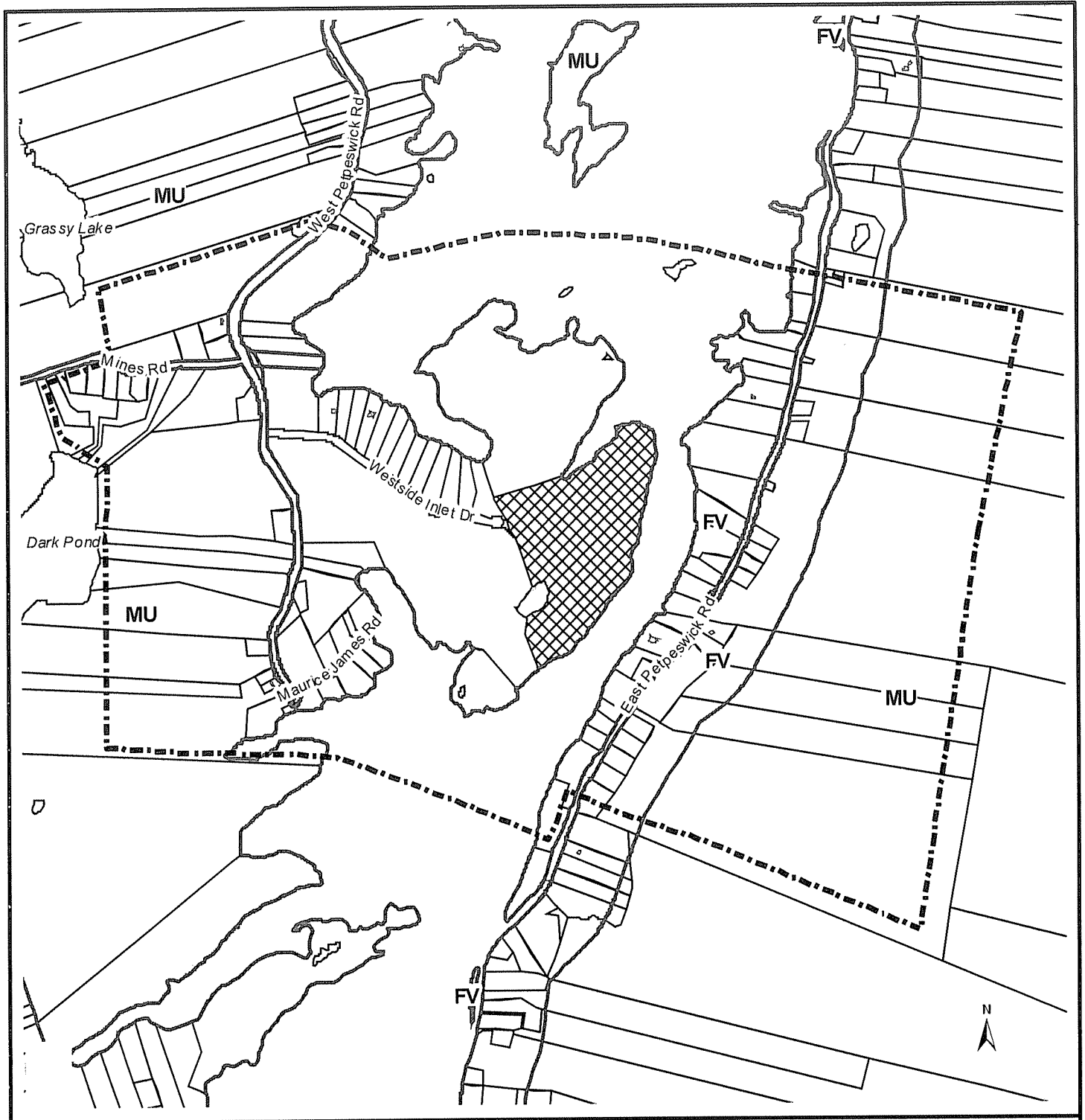
MU Mixed Use  
 FI Fishing Industry

**HALIFAX**  
 REGIONAL MUNICIPALITY  
 COMMUNITY DEVELOPMENT  
 PLANNING SERVICES





This map is an unofficial reproduction of a portion of the Generalized Future Land Use Map for the Eastern Shore West Plan Area

HRM does not guarantee the accuracy of any representation on this plan.



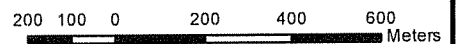
**Map 2 - Location and Zoning**

PID # 0044 3226

-  Subject Property
-  Area of Notification

**Zoning**

- MU Mixed Use
- FV Fishing Village



This map is an unofficial reproduction of a portion of the Zoning Map for the Eastern Shore West Plan Area

HRM does not guarantee the accuracy of any representation on this plan

Eastern Shore West Plan Area





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

Except as otherwise provided for herein, the development, subdivision and use of the Lands shall comply with the requirements of the Land Use By-law for Eastern Shore West and the Regional Subdivision By-law, as may be amended from time to time.

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

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

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

## **1.4 Conflict**

1.4.1 Where the provisions of this Agreement conflict with those of any by-law of the Municipality applicable to the Lands (other than the Land Use By-law and the Regional Subdivision By-law to the extent varied by this Agreement) or any Provincial or Federal statute or regulation, the higher or more stringent requirements shall prevail.

1.4.2 Where the written text of this Agreement conflicts with information provided in the Schedules attached to this Agreement, the written text of this Agreement shall prevail.

1.4.3 Where metric values conflict with imperial values within the written text of this Agreement, the metric values shall prevail.

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

The Developer shall be responsible for all costs, expenses, liabilities and obligations imposed under or incurred in order to satisfy the terms of this Agreement and all Federal, Provincial and

Municipal laws, by-laws, regulations and codes applicable to the Lands.

## 1.6 Provisions Severable

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

## PART 2: DEFINITIONS

### 2.1 Words Not Defined under this Agreement

All words unless otherwise specifically defined herein shall be as defined in the applicable Land Use By-law and the Regional Subdivision By-law.

### 2.2 Definitions Specific to this Agreement

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

- (a) “Certified Arborist” means a professional, full member in good standing with the International Society of Arboriculture;
- (b) “Developable Envelope” means the portion of each lot, not to exceed 20% of the lot area, where all development and site disturbance shall be located, including but not limited to: buildings, lawns, grade alterations, driveways and paved areas. For the purposes of this section, disturbance of the “pole” portion of a “flag lot” shall be calculated as one-half of the actual disturbed area within the pole;
- (c) “Flag lot” means a lot with a configuration that resembles a fully outstretched flag at the top of a flag pole, where the “pole” portion contains the required lot frontage and lot access route;
- (d) “Forester” means a professional, full member in good standing with the Registered Professional Foresters Association of Nova Scotia;
- (e) “Hybrid Open Space Design Development” means a residential development enabled under Policy S-15 of the Regional Municipal Planning Strategy which has a maximum development density of 1 dwelling unit per hectare and where site disturbance is limited to a maximum of 20% of each lot;
- (f) “Landscape Architect” means a professional, full member in good standing with the Canadian Society of Landscape Architects;

- (g) “Non-disturbance Area” means the portion of each lot, encompassing a minimum of 80% of the lot area, not designated as the Developable Envelope; and
- (h) “Professional Engineer” means a professional, full member in good standing with the Association of Professional Engineers of Nova Scotia.

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

### **3.1 Schedules**

The Developer shall develop the Lands in a manner which, in the opinion of the Development Officer, is in conformance with the following Schedules attached to this Agreement and filed in the Halifax Regional Municipality as Municipal Case Number 01043:

- Schedule A Legal Description of the Lands
- Schedule B Concept and Phasing Plan

### **3.2 Subdivision of the Lands**

- 3.2.1 This Agreement shall be deemed to fulfill the requirements of the Regional Subdivision By-law with respect to concept plan approval. As per Section 99 of the Regional Subdivision By-Law, application for tentative approval is optional.
- 3.2.2 Development of the Lands shall conform to the Concept and Phasing Plan as shown in Schedule B:
  - (a) Phase 1 is the as-of-right Phase known as HRM Subdivision File 14352; and
  - (b) Phase 2 is the Open Space Design Phase.
- 3.2.3 Unless otherwise acceptable to the Development Officer, tentative and final subdivision applications shall be submitted to the Development Officer in accordance with the Concept and Phasing Plan as shown in Schedule B, and the Development Officer shall grant subdivision approvals for the Phase for which approval is sought subject to and in accordance with the following terms and conditions:
  - (a) Final subdivision approval for Phase 2 shall not be granted until final subdivision approval has been granted for Phase 1.
  - (b) Notwithstanding Subsection 3.2.3(a), the Development Officer may grant Final Subdivision Design Approval and enter into the Subdivision Agreement for Phase 2 prior to Final Takeover for Phase 1, if the Developer submits performance security in the amount of 110 percent of the estimated cost of uncompleted streets, services and parkland in Phase 1.

- 3.2.4 Unless otherwise acceptable to the Development Officer, prior to acceptance of any Municipal Service System, the Developer shall provide the following to the Development Officer:
- (a) Certification from a Professional Engineer indicating that the Developer has complied with the Erosion and Sedimentation Control Plan as required pursuant to this Agreement (Section 5.1); and
  - (b) Certification from a Professional Engineer indicating that the Developer has complied with the Stormwater Management Plan as required pursuant to this Agreement (Section 5.2).
- 3.2.5 Notwithstanding Section 3.2.4, if a Professional Engineer is unable to certify that the Developer has complied with the Erosion and Sedimentation Control Plan and the Stormwater Management Plan as required pursuant to this Agreement, the Developer shall provide the Development Officer with certification from a Professional Engineer indicating that the Developer has remedied any non-compliance with those plans to meet or exceed the standards required by the plans.
- 3.2.6 Any site preparation shall not occur until the Developer provides site plans to the Development Officer indicating where disturbance is to occur at the time of construction, as set out in Sections 3.3 and 5.1 of this agreement.
- 3.2.7 Upon completion of Phases 1 and 2, Parcels B and C of Phase 2, as shown on Schedule B, may be consolidated with Lots 6 and 7 of Phase 1.
- 3.2.8 If Porters Point Drive is extended along the Road Reserve, shown as Parcel RR-2 on Schedule B, to develop the abutting property, shown as Lot LR-4 on Schedule B, and the Road Reserve becomes a public street, certain parcels shall be transferred as follows:
- (a) A portion of the southern cul-de-sac bulb of Porters Point Drive, shown as Parcel PPD-2 on Schedule B, shall be conveyed to the future property owner of Lot 7 for one dollar. The property owner of Lot 7 shall be required to consolidate Parcel PPD-2 with Lot 7 of Phase 1 at their own expense.
  - (b) By extending the side property lines of Lots 101, 102, 103, 104 and 105 to the new public street, portions of the flag poles from Lots 101, 102 and 103 accessing Porters Point Drive shall be divided amongst and consolidated with Lots 102, 103, 104 and 105 at the property owners' expense, in order to provide frontage on the extended public street in accordance with Section 3.5.2(c) of this Agreement.

### 3.3 Requirements Prior to Permit Approvals

- 3.3.1 Prior to the issuance of a Construction Permit for each individual lot proposed for the Lands, the Developer or the future property owner, as the case may be, shall provide to the Development Officer a site plan, prepared and endorsed by a qualified professional, indicating the size and location of the developable envelope and the non-disturbance area. Such plans shall indicate the location and size of all well and septic systems, wetlands, watercourse buffers, paved areas, building footprints, lawns, and grade alterations and shall include enough detail, in the opinion of the Development Officer, to verify that not more than 20% of the area of the lot(s) shall be disturbed, except as otherwise permitted by this Agreement.
- 3.3.2 Non-disturbance areas shall be delineated with snow fence, or another appropriate method as approved by the Development Officer, prior to any site preparation (e.g. tree cutting, excavation activity, etc). The Developer or the future property owner, as the case may be, shall provide written confirmation to the satisfaction of the Development Officer that the non-disturbance area has been appropriately marked. Such demarcations shall be maintained by the Developer or future property owner for the duration of the construction and may be removed only upon the issuance of an Occupancy Permit for the dwelling.

### 3.4 General Description of Land Use

The uses of the Lands permitted by this Agreement are:

- (a) A Hybrid Open Space Design Development as enabled by this Agreement and as illustrated on Schedule B;
- (b) Use of the Lands in the development shall be limited to the following:
  - (i) Single unit dwellings;
  - (ii) In conjunction with permitted single unit dwellings, home based offices, bed and breakfasts or day care facilities, subject to the requirements of the Mixed Use (MU) Zone as set out in the Land Use By-law for Eastern Shore West;
  - (iii) In conjunction with permitted single unit dwellings, traditional uses, subject to the requirements of the Mixed Use (MU) Zone as set out in the Land Use By-law for Eastern Shore West.
- (c) Density shall be limited to a maximum of 1 dwelling unit per hectare and shall not exceed a total of 12 dwelling units. Prior to the approval of any subdivision, the Developer shall confirm the total area of the Lands and the maximum number of dwelling units.

- (d) The Development Officer may permit changes to the layout, provided the revised layout does not affect the configuration of parkland, increase the number of lots beyond that permitted by Section 3.4.1(c), or increase the number of flag lots beyond that permitted in Sections 3.5.2 and 3.5.3 of this Agreement.

### **3.5 Detailed Provisions for Land Use**

- 3.5.1 Except where varied by this Agreement, all land uses shall comply with the requirements of the Mixed Use (MU) Zone as set out in the Land Use By-law for Eastern Shore West.
- 3.5.2 Notwithstanding Subsection 3.5.1, the minimum frontage requirement shall be as follows:
  - (a) One lot is permitted with 0 metres (0 feet) of frontage, as per Section 38 of the Regional Subdivision By-law.
  - (b) Six flag lots (divided into two sets of three lots) are permitted with 6.1 metres (20 feet) of frontage, as shown on Schedule B.
  - (c) For the remaining lots, 30.5 metres (100 feet) of frontage is required, except that frontage may be reduced to 18.3 metres (60 feet) when a lot is on the outside of a curve.
- 3.5.3 Flag lots as shown on Schedule B shall be approved by the Development Officer, provided that:
  - (a) Each flag lot has no less than 6.1 metres (20 feet) of frontage on a public street.
  - (b) There shall be no more than three flag lots contiguous to each other.
  - (c) The total number of flag lots shall not exceed six.
  - (d) Each flag lot otherwise meets all requirements of this Agreement.
- 3.5.4 No more than two lots may share a driveway to a public street.
- 3.5.5 Notwithstanding Subsection 3.5.1, the minimum front yard setback shall be 6.1 metres (20 feet).
- 3.5.6 Notwithstanding Subsection 3.5.1, no portion of any main building shall be located less than 3.05 metres (10 feet) from the boundary of the non-disturbance area. Encroachments in a required yard shall meet the requirements of Part 4.19 of the Land Use By-law for Eastern Shore West.

3.5.7 Notwithstanding Subsection 3.5.1, no portion of any accessory building or structure shall be located less than 1.2 metres (4 feet) from the boundary of the non-disturbance area.

### **3.6 Non-Disturbance Areas**

3.6.1 Non-disturbance areas shown on Schedule B are conceptual only. Actual non-disturbance areas and Developable Envelopes will be determined by the future property owner at the building permit stage, as required by Section 3.3 of this Agreement.

3.6.2 A minimum of 80% of each residential lot shall be identified as a non-disturbance area on a site plan submitted under the requirements of Section 3.3 of this Agreement. Further, no development, tree cutting or grade alteration shall be permitted within any non-disturbance area except where approved in writing by the Development Officer under one of the following circumstances:

- (a) To install a septic system or well. In these cases, the location, size and extent of the disturbance shall be identified on a plan prepared and endorsed by a qualified professional which shall identify measures to minimize disturbance within the non-disturbance area to the satisfaction of the Development Officer;
- (b) To remove fallen timber and dead debris where a fire or safety risk is present, or to remove a tree that is dead, dying or in decline and which represents a danger to private property, public infrastructure or other natural trees and vegetation. Prior to granting approval for such removal, the Development Officer has the discretion to require that the Developer or future property owner, as the case may be, engage a Certified Arborist, Forester or Landscape Architect to certify in writing that the timber or debris poses a fire or safety risk, that the tree poses a danger to people or property, or that it is in severe decline.

3.6.3 If trees are removed or tree habitat is damaged beyond repair, with the sole exception of those removed in accordance with Section 3.6.2(a) only, the Developer or the future property owner, as the case may be, shall replace each tree with a new tree of minimum 40 mm caliper for every one removed or damaged, as directed by the Development Officer, in consultation with the appropriate HRM Business Units. This section applies to trees removed without permission, as well as trees removed with the Development Officer's permission as outlined in Section 3.6.2(b).

### **3.7 Riparian Buffers and Watercourse Setbacks**

3.7.1 A watercourse buffer, as per the Land Use By-law for Eastern Shore West, shall be applied to all watercourses.

3.7.2 The Developable Envelope, delineated as required in Sections 3.3 and 3.6 of this Agreement, may overlap with a watercourse buffer.



3.7.3 Where lands are within both the Developable Envelope and a watercourse buffer, the more stringent requirements of the watercourse buffer shall apply.

### **3.8 Maintenance**

All portions of development on the Lands shall be maintained and kept in good repair.

### **3.9 Park Dedication**

- 3.9.1 The Developer shall convey the Park Dedication in the form of Land, as shown on Schedule B, and Equivalent Value to the Municipality in conjunction with final subdivision approval for Phases 1 and 2.
- 3.9.2 As shown on Schedule B, the Developer shall convey to the Municipality a Neighbourhood Park (including Parcels P-1 and P-1B) containing a minimum area of 3500 square metres (37,675 square feet), and a minimum frontage of 30 metres (98 feet) on Porters Point Drive.
- 3.9.3 Any portion of the required 10% Park Dedication not fulfilled by the Neighbourhood Park (including Parcels P-1 and P-1B) in the form of land shall be conveyed as Equivalent Value.
- 3.9.4 The Neighbourhood Park (including Parcels P-1 and P-1B) shall be useable land free of encumbrances as defined in the Regional Subdivision By-law, unless specifically agreed to in writing by the Development Officer in consultation with the Parkland Planner.
- 3.9.5 The Developer shall not undertake any work or otherwise disturb any area of proposed parkland until a Park Site Development Plan, prepared at the Developer's expense and including typical neighbourhood park site development and facilities, is approved by the Development Officer in consultation with the Parkland Planner.
- 3.9.6 Should the Neighbourhood Park not be in a state suitable for HRM acquisition, the Developer shall provide cost estimates for the work to be undertaken to the Development Officer and shall provide security acceptable to the Development Officer. The Development Officer shall return the security to the Developer upon acceptance of the completed park.

## **PART 4: STREETS AND MUNICIPAL SERVICES**

### **4.1 General Provisions**

All construction shall satisfy HRM Municipal Service Systems (MSS) Guidelines, unless otherwise provided for in this Agreement and shall receive written approval from the Development Engineer prior to undertaking the work. The Development Officer, in consultation

with the Development Engineer, may give consideration to minor changes to the street network as identified in Schedule B.

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

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

#### **4.3 On-site Servicing Systems**

The Lands shall be serviced through individual on-site sewage disposal systems and private wells. A design for all private systems shall be prepared by a qualified professional and submitted to Nova Scotia Environment and any other relevant agency. The Development Officer shall not issue Final Subdivision approval or Construction Permits for any individual lot until all applicable approvals required by Nova Scotia Environment have been submitted.

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

#### **5.1 Stormwater Management Plans and Erosion and Sedimentation Control Plans**

Prior to the commencement of any site work on the Lands, including grade alteration or tree removal other than that required for preliminary survey purposes, or associated off-site works, the Developer shall:

- (a) Submit to the Development Officer a detailed Site Disturbance Plan, prepared, stamped and certified by a Professional Engineer indicating the sequence and phasing of construction and the areas to be disturbed or undisturbed;
- (b) Submit to the Development Officer a detailed Erosion and Sedimentation Control Plan prepared, stamped and certified by a Professional Engineer in accordance with the Erosion and Sedimentation Control Handbook for Construction Sites as prepared and revised from time to time by Nova Scotia Environment. Notwithstanding other Sections of this Agreement, no work is permitted on the Lands until the requirements of this clause have been met and implemented. The Erosion and Sedimentation Control Plan shall indicate the sequence of construction, all proposed detailed erosion and sedimentation control measures and interim stormwater management measures to be put in place prior to and during construction. The Erosion and Sedimentation Control Plan shall be provided to the Halifax Watershed Advisory Board for information purposes; and,
- (c) Submit to the Development Officer a detailed Subdivision Grading Plan prepared, stamped and certified by a Professional Engineer, which shall include an

appropriate stormwater management system. The Subdivision Grading Plan shall identify structural and vegetative stormwater management measures, which may include infiltration, retention, and detention controls, wetlands, vegetative swales, filter strips, and buffers that will minimize adverse impacts on receiving watercourses during and after construction. The Subdivision Grading Plan shall be provided to the Halifax Watershed Advisory Board for information purposes.

## **5.2 Stormwater Management System**

5.2.1 The Developer agrees to construct at his own expense the Stormwater Management System pursuant to Subsection 5.1(c). The Developer shall provide certification from a Professional Engineer that the system, or any phase thereof, has been constructed in accordance with the approved design.

5.2.2 All stormwater facilities on the Lands shall be maintained in good order.

## **5.3 Failure to Conform to Plans**

If the Developer fails at any time during any site work or construction to fully conform to the approved plans as required under this Agreement, the Municipality shall require that all site and construction works cease, except for works which may be approved by the Development Engineer to ensure compliance with the environmental protection measures.

## **PART 6: AMENDMENTS**

### **6.1 Substantive Amendments**

Amendments to any matters not identified under Section 6.2 shall be deemed substantive and may only be amended in accordance with the approval requirements of the Halifax Regional Municipality Charter.

### **6.2 Non-Substantive Amendments**

6.2.1 The following items are considered by both parties to be non-substantive and may be amended by resolution of the Council:

- (a) The granting of an extension to the date of commencement of development as identified in Section 8.3 of this Agreement; and
- (b) The granting of an extension to the length of time for the completion of the development as identified in Section 8.4 of this Agreement;

## **PART 7: ENFORCEMENT AND RIGHTS AND REMEDIES ON DEFAULT**

### **7.1 Enforcement**

The Developer agrees that any officer appointed by the Municipality to enforce this Agreement shall be granted access onto the Lands during all reasonable hours without obtaining consent of the Developer. The Developer further agrees that, upon receiving written notification from an officer of the Municipality to inspect the interior of any building located on the Lands, the Developer agrees to allow for such an inspection during any reasonable hour within one day of receiving such a request.

### **7.2 Failure to Comply**

If the Developer fails to observe or perform any covenant or condition of this Agreement after the Municipality has given the Developer fourteen days written notice of the failure or default, except that such notice is waived in matters concerning environmental protection and mitigation, then in each such case:

- (a) The Municipality shall be entitled to apply to any court of competent jurisdiction for injunctive relief including an order prohibiting the Developer from continuing such default and the Developer hereby submits to the jurisdiction of such Court and waives any defense based upon the allegation that damages would be an adequate remedy;
- (b) The Municipality may enter onto the Lands and perform any of the covenants contained in this Agreement or take such remedial action as is considered necessary to correct a breach of the Development Agreement, whereupon all reasonable expenses whether arising out of the entry onto the lands or from the performance of the covenants or remedial action, shall be a first lien on Lands and be shown on any tax certificate issued under the Assessment Act;
- (c) The Municipality may by resolution discharge this Agreement whereupon this Agreement shall have no further force or effect and henceforth the development of the Lands shall conform with the provisions of the Land Use By-law; and
- (d) In addition to the above remedies the Municipality reserves the right to pursue any other remediation under the Halifax Regional Municipality Charter or Common Law in order to ensure compliance with this Agreement.

## **PART 8: REGISTRATION, EFFECT OF CONVEYANCES AND DISCHARGE**

### **8.1 Registration**

A copy of this Agreement and every amendment or discharge of this Agreement shall be recorded at the office of the Registry of Deeds or Land Registry Office at Halifax, Nova Scotia and the Developer shall incur all cost in recording such documents.

### **8.2 Subsequent Owners**

8.2.1 This Agreement shall be binding upon the parties thereto, their heirs, successors, assigns, mortgagees, lessees and all subsequent owners, and shall run with the lands which are the subject of this Agreement until this Agreement is discharged by the Council.

8.2.2 Upon the transfer of title to any lot, the subsequent owner(s) thereof shall observe and perform the terms and conditions of this Agreement to the extent applicable to the lot.

### **8.3 Commencement of Development**

8.3.1 In the event that Final Subdivision Design Approval for development of the Lands has not been approved within three years from the date of registration of this Agreement at the Registry of Deeds or Land Registry Office, as indicated herein, the Municipality may, by resolution of Council, either discharge this Agreement, whereupon this Agreement shall have no further force or effect, or upon the written request of the Developer, grant an extension to the date of commencement of construction.

8.3.2 In the event that the Subdivision Agreement for development of the Lands has not been entered into

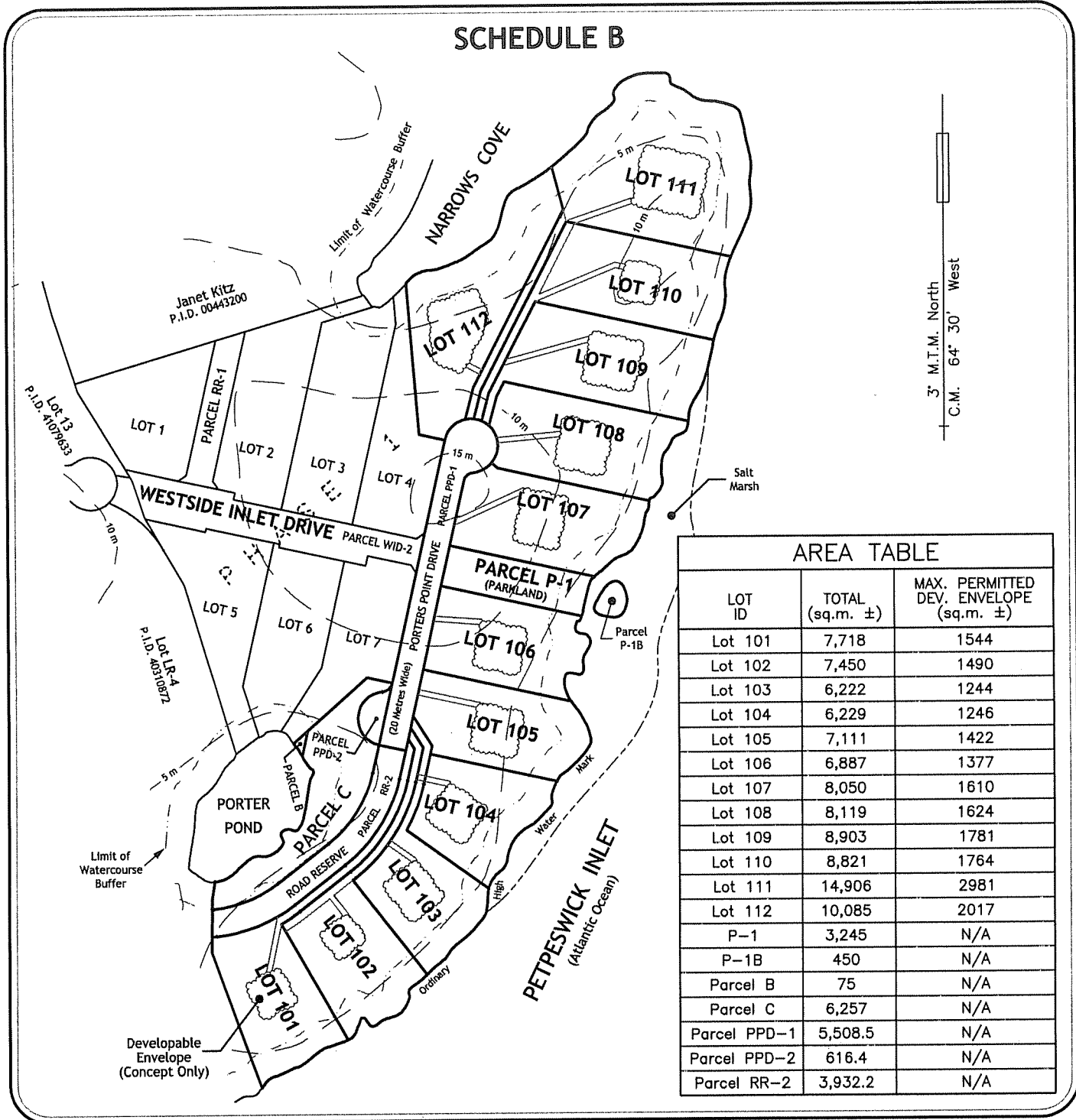
- (a) within two years from the date of Final Subdivision Design Approval; or
- (b) within five years from the date of registration of this Agreement at the Registry of Deeds or Land Registry Office, as indicated herein,

the Municipality may, by resolution of Council, either discharge this Agreement, whereupon this Agreement shall have no further force or effect, or upon the written request of the Developer, grant an extension to the date of commencement of construction.

### **8.4 Completion of Development**

8.4.1 If the Developer fails to complete the development after fifteen years from the date of registration of this Agreement at the Registry of Deeds or Land Registration Office

# SCHEDULE B

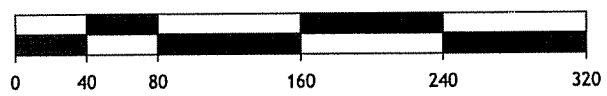


AREA TABLE

LOT ID	TOTAL (sq.m. ±)	MAX. PERMITTED DEV. ENVELOPE (sq.m. ±)
Lot 101	7,718	1544
Lot 102	7,450	1490
Lot 103	6,222	1244
Lot 104	6,229	1246
Lot 105	7,111	1422
Lot 106	6,887	1377
Lot 107	8,050	1610
Lot 108	8,119	1624
Lot 109	8,903	1781
Lot 110	8,821	1764
Lot 111	14,906	2981
Lot 112	10,085	2017
P-1	3,245	N/A
P-1B	450	N/A
Parcel B	75	N/A
Parcel C	6,257	N/A
Parcel PPD-1	5,508.5	N/A
Parcel PPD-2	616.4	N/A
Parcel RR-2	3,932.2	N/A

**NOR EAST INVESTMENTS LTD.**  
**PORTERS POINT ESTATES**  
**PHASE 2**  
 WEST PETPESWICK  
 HALIFAX COUNTY, NOVA SCOTIA

SCALE: 1 : 4000



DATE:  
 January 7, 2010



Council may review this Agreement, in whole or in part, and may:

- (a) Retain the Agreement in its present form;
- (b) Negotiate a new Agreement; or
- (c) Discharge this Agreement.

8.4.2 Upon the completion of the development, Council may review this Agreement, in whole or in part, and may:

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

WITNESS that this Agreement, made in triplicate, was properly executed by the respective Parties on this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

SIGNED, SEALED AND DELIVERED ) **[\*\*insert DEVELOPER\*\*]**  
 in the presence of )  
 ) Per: \_\_\_\_\_  
 \_\_\_\_\_ )  
 )  
 )  
 )

SEALED, DELIVERED AND )  
 ATTESTED to by the proper )  
 signing officers of Halifax Regional ) **HALIFAX REGIONAL MUNICIPALITY**  
 Municipality duly authorized )  
 in that behalf in the presence of ) Per: \_\_\_\_\_  
 ) **MAYOR**  
 \_\_\_\_\_ )  
 ) Per: \_\_\_\_\_  
 ) **MUNICIPAL CLERK**  
 )

**Attachment B:**  
**Review of Relevant Policies from the Regional Plan**

Policy Criteria	Staff Comment
<b><i>Policy S-15</i></b>	
<i>HRM shall permit the development of Open Space Design residential communities, as outlined in this Plan, within the Rural Commuter and Rural Resource designations and within the Harbour designation outside of the Urban Service Area, but not within the portions of the Beaver Bank and Hammonds Plains communities as identified in the Subdivision By-law under Policy S-25 and within the Rural Area Designation under the Eastern Passage / Cow Bay Plan Area.</i>	
<i>HRM will consider permitting the maximum density of such developments to one unit per hectare of gross site area.</i>	After the as-of-right phase, a remainder with a gross site area of 12 hectares will allow for 12 lots. The resulting density of 1 unit per hectare meets the policy criteria.
<i>In considering approval of such development agreements, HRM shall consider the following:</i>	
<i>(a) where the development is to be serviced by groundwater and as determined through a hydrogeological assessment conducted by a qualified professional, that there is an adequate supply of ground water to service the development and that the proposed development will not adversely affect groundwater supply in adjacent developments;</i>	<p>Consultants for the developer have provided a groundwater assessment that states “with only twelve homes proposed for the study site, water production on-site is expected to be sustainable”. Yields from a dug well were found to be more than adequate to meet the needs of a modern home, and the shallow groundwater resources are expected to support a density of 2.4 to 3.2 homes per hectare.</p> <p>HRM commissioned a peer review of the groundwater assessment, which found the requirements to be generally met and the recommendations to be generally acceptable.</p>
<i>(b) that there is sufficient traffic capacity to service the development;</i>	<p>There are no concerns about traffic capacity from a municipal or provincial perspective.</p> <p>The traffic impact statement predicts that the additional low traffic volumes generated by this project will not have a significant effect on the performance of West Petpeswick Rd.</p>



Policy Criteria	Staff Comment
	<p>West Petpeswick Road and the completed portion of Westside Inlet Drive are owned by the provincial government. NS DOTIR has provided comments that this proposal would generate traffic volumes below the threshold for which they would require an additional traffic impact study.</p>
<p>(c) <i>the types of land uses to be included in the development which may include a mix of residential, associated public or privately-owned community facilities, home-based offices, day cares, small-scale bed and breakfasts, forestry and agricultural uses;</i></p>	<p>The development agreement permits:</p> <ul style="list-style-type: none"> <li>• single unit dwellings;</li> <li>• home based offices, bed and breakfasts or day care facilities in conjunction with the permitted single unit dwellings; and</li> <li>• traditional uses in conjunction with the permitted single unit dwellings.</li> </ul> <p>The groundwater assessment states that the shallow groundwater resources are expected to support a density of 2.4 to 3.2 homes per hectare. With a proposed density of only 1 home per hectare, water resources used for accessory uses are not expected to impact the surrounding lands in this case.</p>
<p>(d) <i>whether soil conditions and other relevant criteria to support on-site sewage disposal systems can be met;</i></p>	<p>Preliminary tests indicate that the lands will support on-site sewage disposal systems. The development agreement requirements the appropriate NS Environment approvals before final subdivision approval or construction permits will be issued.</p>
<p>(e) <i>the lot frontages and yards required to minimize the extent of road development, to cluster building sites on the parcel and provide for appropriate fire safety separations;</i></p>	<p>The development agreement varies the requirements of the Regional Subdivision By-law to minimize the length of Porters Point Road, one of the goals of open space design.</p> <p>The concept layout shows:</p> <ul style="list-style-type: none"> <li>• One lot without frontage;</li> <li>• Six flag lots with 20 feet of frontage; and</li> <li>• Five lots with 100 feet of frontage (which could be reduced to 60 feet on the outside of a curve).</li> </ul>

Policy Criteria	Staff Comment
<p>(f) <i>that the building sites for the residential units, including all structures, driveways and private lawns, do not exceed approximately 20% of the lot area;</i></p>	<p>The concept plan in the development agreement shows developable envelopes of a maximum of 20% of the lot area.</p> <p>The development agreement requires the exact configuration of each developable envelope to be delineated before a construction permit will be issued.</p>
<p>(g) <i>approximately 80% of the lot is retained as a non-disturbance area (no alteration of grades, except for the placement of a well or on-site sewage disposal system in the non-disturbance area shall be permitted, and provision shall be made for the selective cutting of vegetation to maintain the health of the forest);</i></p>	<p>Areas outside of the 20% developable envelope are considered non-disturbance areas</p> <p>The development agreement includes provisions for the selective cutting of vegetation, as well as the replacement of any removed vegetation.</p>
<p>(h) <i>that the development is designed to retain the non-disturbance areas and to maintain connectivity with any open space on adjacent parcels;</i></p>	<p>The open space provided by the non-disturbance areas in this proposal will be connected to the watercourse buffers continuous along Petpeswick Inlet.</p>
<p>(i) <i>connectivity of open space is given priority over road connections if the development can be sited on the parcel without jeopardizing safety standards;</i></p>	<p>Due to the configuration of the site and the watercourse buffers along the water, the road layout does not compromise the connectivity of the open space.</p>
<p>(j) <i>trails and natural networks, as generally shown on Map 3 or a future Open Space Functional Plan, are delineated on site and preserved;</i></p>	<p>This property is not affected by any of the trails or natural networks shown on Map 3.</p>
<p>(k) <i>parks and natural corridors, as generally shown on Map 4 or a future Open Space Functional Plan, are delineated on site and preserved;</i></p>	<p>This property is not affected by any of the parks or natural corridors shown on Map 4.</p>

Policy Criteria	Staff Comment
<i>(l) that the proposed roads and building sites do not significantly impact upon any primary conservation area, including riparian buffers, wetlands, 1 in 100 year floodplains, rock outcroppings, slopes in excess of 30%, agricultural soils and archaeological sites;</i>	The proposed roads and building sites should not significantly impact the listed primary conservation features.
<i>(m) the proposed road and building sites do not encroach upon or are designed to retain features such as any significant habitat, scenic vistas, historic buildings, pastoral landscapes, military installations, mature forest, stone walls, and other design features that capture elements of rural character;</i>	The proposed roads and building sites should not impact the listed secondary conservation features.
<i>(n) that the roads are designed to appropriate standards as per Policy T-2;</i>	The proposed road reserve is 20 metres wide, which is standard throughout HRM. The design of the road will be negotiated through the subdivision approval process.
<i>(o) views of the open space elements are maximized throughout the development;</i>	The majority of the site will remain undisturbed, as 80% of each residential lot will be designated a non-disturbance area.
<i>(p) opportunities to orient development to maximize the capture of solar energy;</i>	Since this is a hybrid open space design, each property owner will delineate the 20% developable envelope on their lot. Dwellings will have at least a 3 metre (10 foot) setback from the edge of the non-disturbance area.
<i>(q) the proposed residential dwellings are a minimum of 800 metres away from any permanent extractive facility;</i>	There are no permanent extractive facilities within 800 metres of the subject property.
<i>(r) the proposed development will not significantly impact any natural resource use and that there is sufficient buffering between any existing resource use and the proposed development to mitigate future community concerns; and</i>	<p>Since the site is on a peninsula, impacts on the proposed development from adjacent properties will be limited.</p> <p>There are no known natural resources uses in the immediate vicinity.</p>

Policy Criteria	Staff Comment
<p>(s) <i>consideration be given to any other matter relating to the impact of the development upon surrounding uses or upon the general community, as contained in Policy IM-15.</i></p>	<p>During public consultation, full cut-off light fixtures were requested, as they were felt to be most compatible with the rural setting.</p> <p>The type of light fixture installed on new public streets is dictated by the HRM Streetlighting Guideline. In a January 19, 2009 report to Regional Council, staff recommended that the HRM Streetlighting Guideline be updated to reflect best practices. The updated guidelines will give new standards for streetlighting.</p> <p>A development agreement cannot require a certain type of streetlight, as streetlighting standards are not part of the land use by-law.</p>

Policy Criteria	Staff Comment
<b><i>Policy IM-15</i></b>	
<i>In considering development agreements or amendments to land use by-laws, in addition to all other criteria as set out in various policies of this Plan, HRM shall consider the following:</i>	
<p>(a) <i>that the proposal is not premature or inappropriate by reason of:</i></p> <ul style="list-style-type: none"> <li>(i) <i>the financial capability of HRM to absorb any costs relating to the development;</i></li> <li>(ii) <i>the adequacy of municipal wastewater facilities, stormwater systems or water distribution systems;</i></li> <li>(iii) <i>the proximity of the proposed development to schools, recreation or other community facilities and the capability of these services to absorb any additional demands;</i></li> <li>(iv) <i>the adequacy of road networks leading to or within the development;</i></li> <li>(v) <i>the potential for damage to or for destruction of designated historic buildings and sites;</i></li> </ul>	<p>The proposal is not inappropriate for any of the listed reasons.</p> <ul style="list-style-type: none"> <li>• The developer will be responsible for the costs required by the agreement.</li> <li>• Lots will be serviced by individual wells and on-site sewage disposal systems.</li> <li>• The proposed development is close to Musquodoboit Harbour, one of the first areas to go through the community visioning processes outlined in the Regional Plan.</li> <li>• There are no concerns about traffic capacity from a municipal or provincial perspective.</li> <li>• No designated heritage properties will be affected by this proposal.</li> </ul>
<p>(b) <i>that controls are placed on the proposed development so as to reduce conflict with any adjacent or nearby land uses by reason of:</i></p> <ul style="list-style-type: none"> <li>(i) <i>type of use;</i></li> <li>(ii) <i>height, bulk and lot coverage of any proposed building;</i></li> <li>(iii) <i>traffic generation, access to and egress from the site, and parking;</i></li> <li>(iv) <i>open storage;</i></li> <li>(v) <i>signs; and</i></li> </ul>	<p>The uses permitted through the development agreement (i.e. single unit dwellings and normal accessory uses, such as home offices or traditional uses) are similar to those uses permitted in the MU (Mixed Use) Zone in the surrounding area.</p>
<p>(c) <i>that the proposed development is suitable in terms of the steepness of grades, soil and geological conditions, locations of watercourses, marshes or bogs and susceptibility to flooding.</i></p>	<p>Through the open space design process, these primary conservation features are avoided and impact is minimized.</p>

**Attachment C:**  
**Recommendations from Halifax Watershed Advisory Board**

The proposal was presented to the Halifax Watershed Advisory Board at their October 21, 2009 meeting. In a report dated November 27, 2009, the Board recommended that the following provisions be included in the development agreement:

1. Runoff from this development be directed into wide vegetated swales to retain stormwater on-site.
2. Two retention ponds be created: one at the bottom of the parkland parcel, and one just above Porters Pond. These should be sized to handle a 1/100 year storm event to ensure there is no direct discharge of runoff to the inlet or pond.
3. The water quality of Porters Pond be tested pre- and post-construction.
4. The regular pumping-out of septic tanks be mandatory.
5. Parcels B and C be turned over to the municipality for parkland.

Attachment D:  
Minutes from the First Public Information Meeting – August 8, 2007

HALIFAX REGIONAL MUNICIPALITY  
PUBLIC INFORMATION MEETING  
CASE NO. 01043 - Open Space Design

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7:00 p.m.

August 8, 2007

67 Park Road, Musquodoboit Harbour

**STAFF IN**

**ATTENDANCE:** Hanita Koblents, Planner, HRM Planning Services  
Jennifer Chapman, Planner, HRM Planning Services  
Don Bickford, Planning Technician, HRM Planning Services  
Raylene MacLellan, Planning Controller, HRM Planning Services

**OTHERS IN**

**ATTENDANCE:** Rob Ashley, Shore Consultants Ltd.  
Warren Keiser, Nor East Investments Ltd.

**REGRETS:** Steve Streach, Councillor for District 1

**PUBLIC IN**

**ATTENDANCE:** Approximately 24

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The meeting commenced at approximately 7:00 p.m.

**1. Opening Remarks / Introductions / Purpose of Meeting**

**Ms. Hanita Koblents, Planner** asked everyone to pass around the sign up sheet so that we have an idea of the attendance and so that they can receive a mail out for any further meetings.

Ms. Koblents introduced herself and the other HRM Staff in Attendance.

Ms. Koblents explained that every application that is submitted for a Rezoning, Development Agreement, or an amendment to the Municipal Planning Strategy (MPS), there is a public process that needs to be followed. A Planner facilitates this process. The HRM Planner prepares a staff report which includes a recommendation to Community Council as to whether or not to approve or refuse the application. Ms. Koblents then gave a brief overview of the “Open Space Subdivision” planning process, which is a new process and this is the first application made for this area.

## 2. Overview of Planning Process

Open Space Subdivision was adopted into the Regional Municipal Planning Strategy (MPS) approved by HRM Regional Council in 2006. Policies S-15 and S-16 of the Regional Plan (the document is available online) basically state that development agreements are required for subdivisions on new roads containing more than eight lots. A development agreement is a legal contract between the land owner and the Municipality that spells out how the land can be developed. A development agreement is approved by Council and ultimately registered to the deed of property so it goes with the property.

The Open Space Subdivision rules apply mostly in the rural areas of HRM. They aim to conserve and connect open space, and to maintain rural character, while allowing for development that is more environmentally sensitive. “Open Space” areas can include forest, meadow or other natural areas, that the Agreement will require to be protected. Open space can also include certain resource uses mentioned in the Agreement, such as agricultural uses which we could expect more of in the Middle Musquodoboit area.

Ms. Koblents provided an overview of the criteria in the MPS that these applications are evaluated under, such as: protection of watercourse buffers, wetlands, flood plains, agricultural soils and archaeological resources, conservation of habitats, scenic views, historic buildings, and rural character. Also, is the open space connected? The criteria suggest that building sites should be clustered on 20 or 40 % of the original land area, and the remaining 80 or 60 % of the lot area should be protected as open space. Ms. Koblents explained classic and hybrid Open Space Subdivision and explained that greater density is available for classic.

Ms. Koblents explained that the Open Space process has been divided into two stages. Stage 1 is a landscape suitability analysis with the intent of identifying the primary and secondary conservation features and subtracting those areas from the total area of the development to define the area of potential development. The process also requires a hydrogeological study and a traffic analysis. The review process also includes circulation to Engineering, Department of Environment, Department of Transportation, a public information meeting, and a meeting with the local watershed advisory board. Once the developable area has been defined, Stage 2 includes preparation of the concept plan showing the roads, lot boundaries, parks, houses, driveways, etc. The concept plan will also be reviewed, and there will be another public information meeting.

After Stage 2, the Planner and the Developer work together to negotiate a development agreement. The proposed development agreement goes into a report which the Planner prepares, which includes a recommendation to Community Council. In this case, Community Council is the Marine Drive, Valley and Canal Community Council that Councillors Streach, Hendsbee and Snow sit on. They will hold a first reading of the Development Agreement. If they decide to proceed, they will set a public hearing date and the public hearing is an opportunity for the public to speak directly to Council before Council makes their decision on the planning process. The public hearing is advertised in the Chronicle Herald for two Saturdays prior to the public hearing



and we also notify the community by mail. If anyone did not receive a mail-out for this meeting and you would like to be added to the mailing list for the public hearing, make sure your name and address is on the sign up sheet. After Council makes their decision to either accept or refuse the proposal, there is a 14 day appeal period to the NS Utility and Review Board. If there is no appeal after 14 days, the applicant can apply for building permits.

Ms. Koblents reiterated that the purpose of an public information meeting is first and foremost to share information about what is going on in their community, and also to gather information and local knowledge about whether not the developable area has been defined adequately. For instance, she received a phone call from a resident from the community that said that The Narrows has a really strong current. This might be useful information in terms of deciding whether or not public access or parkland is desirable in this area.

### 3. Presentation of Proposal

Ms. Koblents then showed a diagram explaining that the subject area is at the end of Westside Inlet Drive which is actually just a portion of the property of the Nor East Investments Limited. They already have tentative approval for eight lots on the first portion of the property, so the application for the development agreement is at the end of the peninsula. The site is on a part of the inlet that is totally referred to as The Narrows. Ms. Koblents presented an aerial image of the site and then turned the floor over to the consultant for the applicant.

**Rob Ashley, Shore Consultants** introduced himself as the principal of Shore Consultants Limited. He explained that he is a Land Surveyor and Engineer, and that he is the consultant for Nor East Investments Limited for this small development in West Petpeswick. He stated that they are in the preliminary stage of this development, which is a whole new process under the Regional Plan. This is the first process of this kind that Mr. Ashley has been involved with, as well as the first one that has happened in this area.

This particular development is very small. It is about a total of 12 hectares (which is about 30 acres) of land, which are the remaining lands of Nor East Investments. Nor East Investments is looking to develop this land under the new rules. One of the new rules is the density of any open space design development is not to exceed one unit per hectare. In this particular case, we would be looking at a maximum of 12 residential units. Exactly what the configuration is going to be will be proposed at the next stage when we dig into the topography of the area and design. We have completed the analysis looking for any significant features that should be part of the conservation zones and there is very little down there. He commented that some seem to think that there is an outlet of Porter's Pond, but he does not believe that there is. He had identified a potentially significant archeological area and had discussed this with the appropriate people from the Provincial Government. He had been told that if there any significance, it would be outside of the area that we are dealing with now. He reiterated that the application is at the very preliminary stage, and they are looking for some comments from the general public about the application.

#### 4. Questions and Answers

Linda Bayers stated that there is no high speed Eastlink cable in this area. She asked the developers were aware of this and would they be interested in lobbying to bring it down there.

Mr. Ashley asked Ms. Bayers, if she had spoken with an Eastlink representative about providing service in this area.

Ms. Bayers explained that she is an education researcher, and not having internet service is a real inconvenience. She stated that she can't get a straight answer from Eastlink or HRM. She stated that she has been hearing rumours that high speed is coming but nothing is confirmed yet.

Mr. Ashley stated that Eastlink did extend to where he lived once there was enough demand.

Ms. Bayers stated that cable is going to Clam Harbour and felt they were being discriminated against because they lived on the west side of the inlet.

A representative of Eastlink commented that service would be coming soon.

Ms. Koblents stated that these are certainly good questions, but the Municipality has no control over issues of cable providers.

Dave Goulden, Westphal stated that he owns the adjoining property on the other side of the lake. He stated that he met Warren, the developer, years ago. He showed him a plan, but this is a better development. He talked about the power poles stopping at the end of the road. On the Westside Inlet there are power poles and no one lives there. He suggested that this a waste of power and money.

Ms. Koblents thanked Mr. Goulden for his comments.

Colin Cameron of West Petpeswick inquired about the existing road with 13 lots, only one of which has been sold, yet there are 11 street lights which are on 24 hours a day and there are no residences there, and it is a waste of power. He wondered if some people are not buying because they want to see the night sky. It seems that you are putting the cart before the horse to put in a bunch of streets lights in a subdivision where people may not want them. These street lights are harmful to the environment. They upset circadian rhythms of animals. They disorient the birds, and they make it difficult to see the sky at night.

His second concern was that where this is located on the channel, that people will put lawns right down to the waterfront, load them with pesticides so that the grass will be nice and green, and destroy hundreds of species in order to plant Kentucky Blue Grass seed.

His third concern is regarding the channel, and that he would like something put in place that would restrict people from building wharfs and stone walls to alter the shore line. We are going to be dealing with rising sea levels so I think that the shore line should be protected by a buffer.

Ms. Koblents explained that the Land Use By-Law requires a 20 metre watercourse buffer. In watercourse buffer, you are allowed to build foot paths down to the water and construct access to the water. There are road rural standards that must be met, but they are under review. She offered to pass his concern on to HRM's Engineering staff.

Mr. Cameron commented that the existing road looks like an air-strip. It is wide enough to accommodate a four lane highway. The expense to build that road in rural setting, seems out of place.

Mr. Ashley stated that he agreed about the street lights. He likes to look at the stars at night as well rather than the street lights. As far as the road layout and the alignments that are currently required in the Red Book, the HRM Engineering staff are looking at alternative designs.

Mr. Cameron commented that he walks his dog on the land quite frequently and it is nice in there.

Bethana Sullivan commented that she is concerned for the roads being private roads.

Ms. Koblents stated that HRM doesn't allow development on the private roads for any more than three lots.

Ms. Sullivan inquired if they would have to ask for permission to walk their dog there.

Ms. Koblents explained that the development agreement process does open up condominium-style development. A condominium does not necessarily mean a high rise or even attached buildings; it is a form of ownership and management. If the Developer did decide to build a type of condominium, then the road would be considered nothing more than a driveway and it could be entirely private. However, if you are subdividing lots for individual sale, then a public road would be required.

Ms. Sullivan was concerned that the walking trails would not be available anymore.

Ms. Koblents explained that it is private land, and it would be up to the land owners to determine whether or not public access would be allowed. There is opportunity through the subdivision and development agreement negotiation process to obtain public parkland at a rate of 10% of the total land area. Ms. Koblents suggested that after the meeting Ms. Sullivan should come up to the map to show her where she walked because Ms. Koblents has not seen any trails at all on her site visit.

Ms. Sullivan also mentioned that the term subdivision is not a welcome term.

Ms. Koblents explained that ultimate goal of the Open Space Subdivision Process is maintain rural character, and in response to the last questions, fortunately the days of mowing your lawn right to the edge of the water are over because of required watercourse buffers to protect critical habitats and water quality.

Mrs. Sullivan commented that it seems that the process before the public hearing is so far down the road that by that time, there will be an enormous amount of work done, and is there really going to be any changes.

Ms. Koblents explained that the grounds for refusal of any planning proposal is if it does not carry out the intent of the Municipal Planning Strategy (MPS). So if the community doesn't like what they see, they put the argument to the Community Council in terms that it doesn't carry out the intent of the MPS. The intent of the Planning Strategy is listed in the policies S-15 and S-16, and also described in the Open Space Guide in more user friendly terms. Those are the grounds in which Council can refuse the proposal. The whole idea of putting this type of application through a public process is that it can be refused through a democratic process. It is not a done deal at the public hearing. I know that developers don't like to hear this, but it is the case that there is an opportunity for public scrutiny and review, and to make sure that the intent and the vision of the Municipality is carried out. If Council approves the application, there is an appeal process as well.

Lisa Pottie commented that she applauds Ms. Koblents optimism for leaving undisturbed areas. Ms. Pottie asked how big are the lots and do you have a sense of what layout you have planned.

Mr. Ashley stated that this will be a part of the second stage. We have a couple of ideas in mind that will have to be negotiated with the HRM Planning staff.

Ms. Pottie commented that Mr. Ashley has good sized piece of land and good sized lots are more likely to sell.

Mr. Ashley stated that we have to get away from the traditional concept of subdivisions and lots. The whole point of Open Space design is to try to minimize the amount of road that taxpayers have to pay for.

Ms. Koblents commented that one of the goals of Open Space Subdivision is to cluster development and to cluster open space. It is going to be a challenge to see how we find a balance between something that the Developer feels is marketable and something that meets the Open Space objectives. This is our goal. There are techniques in the detailed design because we pay a lot more attention to the design of the development and protecting privacy. The layouts are a challenge on this particular site. There is more flexibility in the lot layout through the development agreement process, because the requirements are not as clear-cut as so many feet of frontage. There may be some creative ways that the landscape can be worked with to create marketable characteristics and also maintain a rural character.

A member of the public from East Petpeswick commented that he found it very deceiving when you put a piece of land up and you tell me that there is already eight building lots on it, and you don't show what piece of land is that you developing. His second complaint is that he has been told that there is 12 hectares which translates into 30 acres. By the time the government takes the roads out and takes 10 % out to the county, how do we get twelve lots.

Ms. Koblents explained that the density that is permitted is a maximum of 1 unit per gross hectare. The density calculation is based on gross area, before the roads and parks are subtracted. The subject property is the land that is owned by the Developer. The Developer does have tentative approved for those eight lots.

Ryan MacNeil of Musquodoboit Harbour inquired, is Westside Road a private road, and will the road for this development be built to municipal standards, e.g. paved streets.

Ms. Koblents explained that Westside Inlet Drive is a public road. Subject to Stage 2, if the intent of the Developer is to subdivide individual lots, then there would have to a public road built. If the intent is to sell units that are part of a condominium development, then they could be more creative with the roads.

Mr. MacNeil intervened to talk about this basic design for moment. If we are looking at 12 home sites and they are hypothetically clustered. He inquired as to whether these lots are going to be clustered. The on-site septic-system, how is this going to work as far as setbacks from one property to the next and wells, septic. He asked if this will require a public road, and is there a set standard for density.

Ms. Koblents explained that the Department of Environment would have standards that would have to be met. The Municipality can't supercede their standards. It would depend on soil type, for example. If the Developer decides to go the condominium route, the Department of Environment is willing to accept a clustered system as long as there is one owner, which is why we are trying to introduce this condominium idea. The Department of the Environment is not at all interested in a bunch of individual home owners sharing one septic system, in case it fails.

Mr. MacNeil inquired, so generally speaking the Open Space Design will require a public road paved and built to standards.

Ms Koblents explained that it can. HRM Engineers have expressed a willingness to negotiate in terms of the standards. If one owner is still developing a new rural road standard, there are some opportunities to reduce the ditching, for example, as long as adequate designs are done. In saying this, the other Open Space Design subdivision is nearing the stages of completion in the Windsor Junction area, and it ended up having public roads but it was a much larger subdivision in a more semi-suburban environment.

Mr. MacNeil questioned the standards if they use the condominium project, with regard to density, maintenance, road standards and whether 20% of the land can be developed

Ms. Koblents explained that there are two ways a person could go about Open Space Subdivision. With the first one, you can develop on 20% of the land as long you keep 80% in conversation areas of Open Space, this would look like a more typical subdivision in terms of public roads and individual lots. However, the Municipal Planning Strategy does have an incentive for people that further cluster development in one area and cluster the Open Space under a single ownership (whether it be HRM or a condominium corporation). The incentive is a higher density of one unit per each 0.4 hectares, so that is about two units per hectare. As it stand right now, it is my understanding that with this project they're looking at the one unit per hectare route. But just so you know, when you look up the Region Municipal Planning Strategy on the internet, the S-15 and S-16 policies allow a bit of a density bonus if you keep larger sections of open space all together under one ownership.

Doug Johnson stated that he owns a property since about three years ago which is on a private road. What he has done to appease people in his area, and also himself, is to have a series of covenants. This secures the people who are real believers in covenants. I have three pages of things you can't do to keep the environment: for example, no noise makers, no Sea-Doos, no boats, no cutting trees, and no lights in the air. He asked if the Developers have thought through the convenience. This keeps the neighbours happy and adds quality to the property to have convenience. Also, the value stays up for purchasers

Mr. Ashley stated that we are way before the position of traffic under the covenants.

Ms. Koblents explained the development agreement in itself is almost a covenant, because it contains a series of land use restrictions that are registered through the deed. But the Municipality is only empowered through the Municipal Planning Strategy to control certain things, such as the open space area. She did not believe that the Municipality was empowered to control motorized boats and things like that. However, the Developer is certainly is free to consider those kinds of things on their own to further obtaining rural character.

Paula Millsom stated that there is a small yacht club by The Narrows. The Narrows are very narrow in one particular place, and the water has very strong tides coming and going. She wouldn't swim there. She questioned whether or not the developer would put a covenant in place to deal with strong waters and high tides.

Ms. Ashley explained that the Department of Fisheries and Oceans and the Coast Guard are responsible and control this.

Dave Ferguson asked to clarify the definition of a unit.

Ms. Ashley explained the definition of a unit is a dwelling unit, whether it be an apartment, townhouse, single family home or a multi unit home. The actual form of the proposed units is under negotiation, so they do not have a fast plan at this time; however, the maximum will be 12 units.

Mr. Ferguson inquired whether a 30 unit apartment building would qualify as one unit.

Ms. Ashley replied, no, that would be 30 units.

Ms. Koblents explained that it would be 12 units if you follow the hybrid form of Open Space subdivision, and about 22 units if you follow the incentive to cluster more Open Space under single ownership.

Mr. Macpherson stated that there is more rock than there is soil on this land, and from a sewage disposal point of view there is a lot of commercial activity that goes along with that. He was interested in what goes on at the shoreline to protect this part of the environment.

Ms. Koblents commented that Mr. MacPherson is not the only person who has made this comment. When she was at the Water Shed Advisory Board, they did recommend that keeping septics are far back from the water would be preferred. We will take all the comments we have and the land mass we have, and work with the Developer and his Consultants on the design to achieve those goals.

Mr. Macpherson inquired whether when this went to the next level, will the Mayor have more detail on the lots in terms of sizes etc., and whether they would get something in writing before the next meeting.

Ms. Ashley stated that he is not sure if a copy of the actual plan will be done, but the next stage is to develop a more detailed plan of the overall development.

Ms. Koblents explained that at the next public information meeting you will have a concept of the potential development to look at.

Ms. Sullivan stated that she is a little concerned that Mr. Ashley keeps praising he is glad to hear our comments. I would expect that HRM bureaucracy would know about the fisheries and things that are going on this area without having to have a public meeting to know this. What concerns her most are the issues of the water table and the shore line. She wants whatever it takes to protect the shoreline and waterfront to keep the sewage out.

Warren Keizer, the developer, stated that the parcel of land is not bedrock. The first step that we completed was to dig several test pits ten feet by twelve feet deep, and it is all gravel soil. This is excellent soil. If it had been all bedrock soil, he wouldn't have even purchased the land.

Mr. Cameron of West Petpeswick questioned that he was looking at the peninsula to the north which he believes is owned by a woman from the United States who has suggested that she never wants to develop the land. He wondered that in the future if someone did want to develop that land are they going to be able to access it at the corner or is this piece of land going to be cut off forever.

Mr. Keizer stated that there is a road reserve.

Mr. Cameron commented that he doesn't feel that it is necessary to have another road. He felt concerned about what is going to happen in the future. He likes the sound of the Open Space concept but is wondering about what whole peninsula is going to look like.

Ms Koblents commented that in terms of adjacent lots, if there were applications made through the Open Space subdivision process (i.e. if there is more than eight lots), then they would be looking to at least connect the Open Space element so that they would be continuous across properties.

Eve Proctor stated that she once read the reason that there is a lot of soil in the Inlet on the Eastern Shore of Chezzetcook, it was because a long time ago when there was lumber they were secured by the north, until soil went down into the Inlet. She inquired whether this was correct, and what was the long term plan for the impact of the soil to the shore line. The whole area that borders the subdivided lots that is faced down towards the north, the entire inlet was once filled with soil and it no longer is.

Ms. Koblents commented that she is not sure what is going to happen to sea level rise. The MPS does require dwellings to be located 2.5 metres above sea level. Through a development agreement process, we could try to apply a precautionary principle wherever possible.

Robby Fraser stated that the prediction is about a foot in twenty years. One of the reasons that we built in West Petpeswick is that we are country people and we wanted to return to the country, and the other is the size of the lots is important to us and also the covenants. The statement that was made earlier about the covenants was a really good one. He thought that people should think about this. Covenants not only protect the environment, but also everybody's investment that is signing on from the same road, and also they keep the rural setting.

Mr. Keizer stated that in the past, generally there would be somewhere between 20 to 30 covenants in each one that he has ever dealt with. So it will be done correctly. The lots will each be about 2 to 2.5 acres in size.

Ms. Koblents asked if there were any more questions or comments.

## **5. Adjournment**

The meeting adjourned at approximately 8:20 p.m.



**Attachment E:**  
**Minutes from the Second Public Information Meeting – February 11, 2009**

**HALIFAX REGIONAL MUNICIPALITY  
PUBLIC INFORMATION MEETING  
CASE NO. 01043 - Open Space Design**

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7:00 p.m.  
Wednesday, February 11, 2009  
Musquodoboit Harbour Fire Station

**STAFF IN**

**ATTENDANCE:** Mackenzie Stonehocker, Planner, Planning Applications  
David Lane, Planner, Planning Applications  
Holly Kent, Planning Technician  
Jennifer Little, Planning Controller

**OTHERS IN**

**ATTENDANCE:** Rob Ashley, Shore Consultants, Applicant  
Chester Ashley, Nor East Investments  
Warren Keizer, Nor East Investments

**PUBLIC IN**

**ATTENDANCE:** 16

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The meeting commenced at approximately 7:07 p.m.

**1. Opening remarks / Introductions / Purpose of meeting**

**Ms. Mackenzie Stonehocker**, Planner, Planning Applications, called the meeting to order at approximately 7:07 p.m. in the Musquodoboit Harbour Fire Station, 32 Riverside Avenue.

Ms. Mackenzie advised that the application is to enter into a development agreement for an open space design subdivision at the end of Westside Inlet Drive. The proposal involves a twelve hectare site at the end of Westside Inlet Drive, which is on the west side of Petpeswick Inlet, adding that the two plans which affect this property are: the Eastern Shore West Municipal Planning Strategy, and the HRM-wide Regional Plan, which designates this property as “Rural Commuter”. She explained that the purpose of the meeting is to explain the process involving the open space design.

**2. Overview of planning process**

Ms. Stonehocker reviewed the application process, noting that the public information meeting is an initial step, whereby HRM reviews and identifies the scope of the application and seeks input from the neighborhood. The application will then be brought forward to Community Council which will

hold a public hearing at a later date, prior to making a decision on the proposed development. At which time, there will be a two week appeal period. She added that assuming the development agreement is approved, the applicant will apply for the actual subdivision through Development Services. Once the lots are created, the new owners can apply for building permits.

### 3. Presentation of Proposal

Ms. Stonehocker reviewed a slide of the subject property, noting that in the Rural Commuter designation, the policies of the Regional Plan require a development agreement for subdivisions that will have nine or more lots on a new road. Therefore, this means that instead of simply submitting a plan of subdivision to the Development Officer, the applicant must first negotiate a legal agreement which outlines the terms of the subdivision.

With respect to this application, the applicant is proposing twelve lots, which will be done with a 'hybrid open space' design. Referring to a slide, Ms. Stonehocker explained that the aim of the open space design is to preserve continuous corridors of open space. She explained that with the hybrid model of open space design, density is limited to one unit per hectare, so that on average the lots will be about 2 and a half acres, or about 100,000 square feet. Each homeowner would have title to the entire one-hectare lot, but the policy limits disturbance to 20% of each lot. The remaining 80% of the property has to stay as undisturbed open space. This is included in the terms of the development agreement.

Ms. Stonehocker explained that the open space design is new to HRM and consist of two stages. First, the applicant does a series of studies to determine the areas that are best suited for development, as well as the areas that are least suited for development. Stage 2 consists of a concept plan showing land uses, proposed property lines with the 20% disturbance area noted, and parkland to be transferred to HRM. She added that the lands are designated Urban Residential and zoned R-1 (single unit dwelling) under the Eastern Shore West plan and by-law. The property is currently undeveloped.

She explained that when this application was first started (during Stage 1), a public information meeting was held on August 8, 2007 at the Musquodoboit Harbour Community Centre. However, since then, HRM has changed the process and now requires the public information meeting to be held during Stage 2.

**Mr. Rob Ashley, Shore Consultants, Applicant**, provided an overview of their proposal to create twelve lots. Because they are looking at doing more than eight lots, HRM requires them to follow the development agreement approval process. As such, he explained the following:

- their goal is to minimize the amount of road;
- also to maximize the amount of open space;
- there will be a 20% disturbance area;
- a hydrogeological study has been completed;
- a water study has been completed, noting that there is plenty of water; and

- a detailed sewage disposal study has not been completed at this time.

In closing Mr. Ashley commented that it will be a small subdivision of twelve lots.

#### 4. Questions and Answers

Chris White, East Petpeswick asked about the 20% disturbance area and noted that buyers will want their house directly on the water.

Mr. Ashley explained that the Department of Environment requires that all septic systems be at least 100 feet from any water course. Because of the slope in the property, he imagines most houses will be more than 100 feet away from the water. He added that HRM also has a water course buffer requirement, which is a non disturbance area requiring a minimum 20 meter buffer around any water course and it can increase in size if the slope is greater than 20%. HRM does however permit a walkway down to the water, allowing for a boat house or shed of a certain size.

Ms. Sullivan, West Petpeswick explained that there are lots in the area in which a septic field was placed within the buffer area and close to the ocean. She questioned how it can be guaranteed that this won't happen in these new developments.

Mr. Ashley explained that in these cases, they are only existing in older, already existing properties. Now when developing a new subdivision, a lot will not be approved if it does not maintain all of the clearance requirements under the regulations.

Mr. Colin Cameron, West Petpeswick asked if the other eight lots within the subdivision need to comply with similar regulations?

Mr. Ashley explained that the other eight lots will not be part of this development agreement.

Mr. David Ferguson, East Petpeswick noted that the configuration presented at the last public information meeting was different than what is presented at tonight's meeting. He added that they didn't receive a copy of the minutes of the last meeting.

Mr. Ashley explained that during the last meeting, the possibility of a multi single family dwelling was not proposed. However, this is something that cannot be done under an open space design concept. They are not interested in going this route.

Mr. Cameron asked if the development regulations have been finalized.

Ms. Stonehocker explained that there is a guide to the open space design, which gives an explanation of the policies. The policies are within the Regional Plan.

Mr. Cameron asked about the building code requirements, e.g. lighting controls.

Ms. Stonehocker explained they would be part of the development agreement.

Mr. Cameron questioned where HRM roads end.

Ms. Stonehocker explained that she would check with the Engineering department.

Mr. Lane added that Councillor Younger has an initiative before Regional Council to try to get more down lighting.

Ms. Sullivan noted that it could be left up to the individual home owners and that there should be some stipulations within the development agreement that where there are lights, they should have to be down lights.

Ms. Stonehocker explained that most development agreements include a clause on lighting.

Ms. Donna Ferguson, East Petpeswick questioned if the owner of the property has the rights to cut down trees within the 20 meter buffer.

Mr. Ashley explained that the owner is allowed to clean up this area, such as mess from the hurricane. However, are not allowed to disturb the root mass.

Mr. Christopher White, East Petpeswick asked if the 20% buffer starts from the trees or from the shore.

Mr. Ashley explained that the buffer starts at the upland, the high water mark. He added that most people would like to build their homes closer to the water, but the septic system requirement is what will affect the building location on each property. He added that there can be a pump system put in that will pump the sewage up against gravity; however, that can be quite expensive. He noted that a larger buffer area could be inserted within the Development Agreement.

Mr. Lane explained that these property owners will have a “burden” on the property, meaning that within their development agreement there will be specific restrictions. Any changes will have to go through a public process and approval from Council.

Mr. Cameron asked about the original bare land condominium proposal.

Mr. Ashley explained that there was an original proposal for bare land condominiums. He referred to the slide pointing out the park area. He explained that they have preserved all they can in this area.

Mr. Cameron asked about vertical setbacks.

Mr. Ashley explained that vertical setbacks are 2 ½ meters above high water.

Mr. Reg Ridgley, West Petpeswick questioned the penalties for violation of the 80%.

Mr. Lane explained that the open space design concepts are very new. There will be a learning curve and explained that there is a remediation plan in the development agreement. He gave an example of if a tree is removed, it is the property owner's responsibility to put three back.

Mr. Lane added that the file will be transferred to Mackenzie Stonehocker. Further information or questions can be directed to her.

**5. Closing Comments**

Mr. Stonehocker thanked everyone for attending. She encouraged anyone with further questions or comments to contact her.

**6. Adjournment**

The meeting adjourned at approximately 7:45 p.m.