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1. INVOCATION

The meeting was called to order at 7:00 p.m. with an Invocation at Scott Manor House, 15 Fort Sackville Road, Bedford.

2. APPROVAL OF MINUTES

2.1 Regular Meeting – August 26, 1999

MOVED by Councillors Harvey and Kelly to approve the Minutes of meeting held on August 26, 1999 as circulated. MOTION PUT AND PASSED.

2.2 Special Meeting – October 12, 1999

MOVED by Councillors Harvey and Kelly to approve the Minutes of meeting held on October 12, 1999 as circulated. MOTION PUT AND PASSED.

3. APPROVAL OF THE ORDER OF BUSINESS AND APPROVAL OF ADDITIONS AND DELETIONS

MOVED by Councillors Harvey and Kelly to approve the Order of Business as presented. MOTION PUT AND PASSED.

4. BUSINESS ARISING OUT OF THE MINUTES – None

5. MOTIONS OF RECONSIDERATION – None

6. MOTIONS OF RESCISSION – None

7. CONSIDERATION OF DEFERRED BUSINESS – None

8. PUBLIC HEARINGS

8.1 Case 00146/00147 – Development Agreement to Permit a Specialized Commercial Trade and Automotive Repair Business in Sackville

A Staff Report dated September 24, 1999 together with a recommendation for approval from North West Planning Advisory Committee dated October 8, 1999 was before Community Council.

Councillor Kelly advised there have been quite a few areas of discussion with regard to this particular application over the last few days. Having taken the time to speak today to the Municipal Solicitor, Councillor Harvey, staff from Planning and Clerks and a number of residents as well, the approach he wanted to take tonight was to defer the Public Hearing for several reasons:

1. In the Land Use By-law, it clearly states that a Public Hearing Notice shall be posted on the street frontage side of any property under consideration under 24.7(d). That has not occurred in this case and it is not a choice, but mandated by the word shall.
2. There have been calls that there is not a Councillor for the District at this time and the people in the area feel there should be representation of their views, no matter for or against.
3. This location, Scott Manor House, was crowded and fire regulations might be stretched to the limit. This was a matter of safety.

Councillor Kelly went on to say that to be fair to all and to follow the process as it should be, the Public Hearing would be held on November 18, 1999 at a location in the applicants area. The location would have to be confirmed, however.

Councillor Kelly apologized to the applicants for the mistake made and requested that staff henceforth follow the Land Use By-law. Since there were so many in attendance, it was a chance to review the application briefly so that people would be aware of what is coming forward and alleviate any areas of misconception or incorrect information. Staff would, therefore, give a brief overview of the intent of the application.

Andrew Whittemore, Planner indicated the location of the property, which was owned by Anahid Investments. He wanted to make it clear, however, that the application came forward from Chris Scott Automotive and Fireside Cabinetry. The only reason that Anahid Investments was ever acknowledged was because they were the legal landowners of the property. Whenever you enter into a legal agreement, you have to enter it with the landowner. The applicants actually have a conditional sale offer on this portion of land. If the Development Agreement is approved, the sale would go through and the property would go through normal subdivision procedure. He understood this was an area of misconception.

Mr. Whittemore then referred to a misprint on the report wherein it referred to Polling District 20 but it should actually read District 19.

Mr. Whittemore stated he wanted to bring those in attendance to an understanding of why the application is before Community Council and why the applicants are required to go through a Development Agreement. The application was made by Chris Scott Automotive and Fireside Cabinetry. What was being proposed was a commercial garage for automotive repair where it was very specific in the Agreement that any autobody uses were excluded. The Planning Policy does not allow for autobody uses in the area. Fireside Cabinetry was proposing a commercial building for a retail showroom, office and carpentry workshop. Every property throughout HRM has a zone applied to their property which provides a level of permitted

uses. This particular property was zoned R-6 – Rural Residential. What was permitted in the R-6 zone are residential uses, forestry related uses, fishery related uses and agriculture related uses. The Planning Policy, however, acknowledges and encourages in that area a mixed traditional type of semi-rural development patterns and uses. This includes consideration for such commercial uses as outdoor display courts, special trade and general contracting services, service shops and personal service shops. These uses could be considered outside what would normally be permitted in the area. Anybody who wants to do any of these types of uses could be considered but, in order to consider those, they would have to go through a Development Agreement process and that was why the Public Hearing was being held.

Mr. Whittemore defined what a Development Agreement actually is: a legal contractual agreement between HRM and the landowner – Anahid Investments in this case. He understood there was another misconception that when someone moves from a particular property that entered into a Development Agreement, those rights and conditions would end. This was not true as a Development Agreement stays with the land. Regardless of whether the proponent decided to sell at some time in the future, the uses described in the Development Agreement are the ones always permitted on the property until the agreement is discharged. In this case, if it were discharged, it would go back to the R-6 zone.

Mr. Whittemore advised further a Development Agreement was a technique for controlling and regulating land uses and actually overrides the basic conditions of a zone. Zones keep the very basic conditions but a Development Agreement offers a much higher level of control, recognizing that some of the uses are not allowed as of right. He believed there was a misunderstanding of who was eligible for a Development Agreement. Anyone who wanted to do something similar to this and feels they can adequately address the issues, could apply on an individual basis.

When the Public Hearing actually occurs, Mr. Whittemore advised that a decision would be made by Community Council. If the decision was positive, there would be an appeal period wherein anyone in the community can appeal the decision of Community Council. There was 14 days allowed for an appeal process. If no appeals are filed, after the 14 days, the proponents can come in and apply for permits. To get a permit, they would have to meet the conditions set out in the agreement. Once the permits are issued, the proponents can go forward with construction.

Mr. Whittemore provided further information on compatibility, site design, environmental concerns as far as potential land use issues. He advised that in this case there had been concerns with flooding. Two things would be required in this agreement that were well over and beyond what would normally be required in a zone. Before development can occur, the proponent will be required to provide a Lot Grading Plan which will show how drainage will run through the property to ensure that no runoff will create problems to neighbouring properties. As well, there was provision in the Development Agreement for the 25' buffer around the drainage ditch recognizing that development within that area may change the effects of the drainage flow and pattern.

Councillor Kelly thanked Mr. Whittemore for his presentation and apologized, especially to the applicants, for having everyone come tonight without having the time and opportunity to have their voices heard. He stated he would rather err on the side of caution than not, to make sure that the process is followed as mandated in the Land Use By-law and also give the opportunity for exposure with the community and the new Councillor.

Councillor Harvey stated he respected Councillor Kelly's right to make his decision tonight; however, the issue of not having a Councillor in District 19, the Councillors knew that on October 12 when they gave Notice of the Public Hearing. It was his feeling that as HRM Councillors, he did not take a Oath to represent a particular District – it was all HRM – and they were sworn in to do municipal business and that was what he came here to do. This application was made in good faith in April, has gone through all the steps, including an advertised Public Information Meeting which no one attended, followed by a work interruption in the summer, to the Planning Advisory Committee at which the applicants were in attendance and the Tingleys from across the road. From there, the Public Hearing date was set. The applicants had a right to receive a decision, whatever that decision might be, and Community Council as constituted was quite capable of making a decision. He reiterated, however, that he respected the Chairman's decision and was willing to deal with the application on November 18. He added that, in his opinion, the intent of the advertising section was met.

Councillor Kelly requested that the residents ensure that any concerns in the community were fact, and if there was any further clarification required, that the public contact staff at Acadia School to make sure they are fully informed.

One of the applicants asked why this choice was made. In response, Councillor Kelly stated he made the choice based on information from the Municipal Solicitor and from staff. He felt that if there was going to be a mistake made, he would rather do it this way than have appeals lodged which would mean dragging out the applications for six months or more if it does go to the Utility and Review Board. This way would cover off any potential appeal which would shorten the time frame.

In answer to a question as to how the public would know where the location of the Public Hearing is, Councillor Kelly stated that a sign would be erected on the property which would contain the location of the meeting. Mr. Whittemore advised that the By-law requires that a sign be posted ten days before the Public Hearing. The sign would contain date, time and place.

It was agreed to take a short recess at 7:20 p.m.

#### Resumption of Meeting

Following the recess, Councillor Harvey indicated he wished to move adjournment. Prior to this, however, the Clerk requested that one motion be made.

10.3 Paper Mill Lake – Lot Disturbance

MOVED by Councillors Kelly and Harvey that the Private and Confidential Information Report from Barry Allen, Legal Services dated September 16, 1999 be made public. MOTION PUT AND PASSED.

All other items on the Agenda are deferred.

ADJOURNMENT

On a motion from Councillor Harvey, the meeting adjourned at 7:40 p.m.

Sandra M. Shute  
Assistant Municipal Clerk