

CHEBUCTO COMMUNITY COUNCIL

MINUTES

MARCH 5, 2001

THOSE PRESENT: Councillor Stephen D. Adams, Chair
Councillor Russell Walker
Councillor Diana Whalen
Councillor Linda Mosher

ALSO PRESENT: Gerry Goneau, Municipal Solicitor
Rogers Wells, Regional Coordinator, Planning Services
Austin French, Regional Coordinator, Planning Services
Paul Sampson, Planner
Sandra Shute, Assistant Municipal Clerk

TABLE OF CONTENTS

1.	Call to Order	4
2.	Approval of Minutes	
2.1	Regular Meeting - February 5, 2001	4
2.2	Special Council Session - February 13, 2001	4
3.	Approval of the Order of Business and Approval of Additions and Deletions	4
4.	Business Arising Out of the Minutes	
4.1	Status Sheet Items	
4.1.1	2232 Old Sambro Road - On-Going Flooding Problems	4
4.1.2	Improvements to Kearney Lake Road	4
4.1.3	C-2A Zoning - Mainland South	5
4.1.4	Herring Cove Road Project re Costing of Initiatives	5
5.	Motions of Reconsideration - None	5
6.	Motions of Rescission - None	5
7.	Consideration of Deferred Business	
7.1	Case 00262 - Stage II Development Agreement Application for Royale Hemlock Estates, Phase 1B and Phases 3 to 9	5
7.2	Recreation Area Rate Policy	10
8.	Public Hearings	
8.1	Case 00303 - Application for a Development Agreement and Rezoning to permit 54 small lot single unit dwellings, Keyworth Lane and Theakston Avenue, Halifax Mainland South	10
9.	Correspondence, Petitions and Delegations	
9.1	Presentations - Recreation Playground - Cambria Park	12

10.	Reports	
10.1	Community Council Structure	12
11.	Motions - None	12
12.	Added Items - None	12
13.	Notices of Motion - None	12
14.	Public Participation	12
15.	Next Meeting Date	13
16.	Adjournment	13

1. **CALL TO ORDER**

The meeting was called to order by the Chair at 7:00 p.m. in the Council Chambers at 2750 Dutch Village Road, Halifax.

At a further point in the meeting, the Chair recognized Mary Ann McGrath, MLA and former Mayor Walter Fitzgerald.

2. **APPROVAL OF MINUTES**

2.1 **Regular Meeting - February 5, 2001**

MOVED by Councillor Mosher, seconded by Councillor Whalen to approve the Minutes of Regular Meeting held on February 5, 2001 as circulated. MOTION PUT AND PASSED.

2.2 **Special Council Session - February 13, 2001**

MOVED by Councillor Walker, seconded by Councillor Whalen to approve the Minutes of Special Council Session held on February 13, 2001 as circulated. MOTION PUT AND PASSED.

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

Added Item: Councillor Whalen - Additional Presentation re Cambria Park Recreation Playground

MOVED by Councillor Walker, seconded by Councillor Whalen to approve the Order of Business as amended. MOTION PUT AND PASSED.

4. **BUSINESS ARISING OUT OF THE MINUTES**

4.1 **Status Sheet Items**

4.1.1 **2232 Old Sambro Road - On-Going Flooding Problems**

Councillor Adams requested that another letter be sent to Department of Environment as he understood there was another staff member assigned with regard to this situation.

4.1.2 **Improvements to Kearney Lake Road**

No further information.

4.1.3 C-2A Zoning - Mainland South

A Public Information meeting has been scheduled.

4.1.4 Herring Cove Road Project - Costing of Initiatives

A Staff Report dated February 20, 2001 was before Community Council providing information on items of direct relevance to Public Works and Transportation Services.

5. **MOTIONS OF RECONSIDERATION** - None

6. **MOTIONS OF RESCISSION** - None

7. **CONSIDERATION OF DEFERRED BUSINESS**

7.1 **Case 00262 - Stage II Development Agreement Application for Royale Hemlock Estates, Phase 1B and Phases 3 to 9**

This item was deferred from the last meeting at the request of the developer. A Staff Report dated January 29, 2001 was before Community Council with regard to the above application.

Mr. Roger Wells, Regional Coordinator, Planning Services provided an overview of the report. During the course of his presentation, he advised the following:

- C Stage I Development Agreement was approved by Community Council in 1998 for 170 acres.
- C Shortly thereafter, there was the proposal for construction of the P-3 school which necessitated the construction of trunk sewer extension along Bedford Highway from Kearney Lake Road to the subject property. This also enabled servicing for the entire parcel and ultimately the lands to the north of Royale Hemlock.
- C Stage II Development Agreement was approved by Community Council in March, 2000 for Phases 1A and 2 of Royale Hemlock.
- C In the Staff Report, staff presented an analysis of the proposed Stage II agreement against the clauses of the Stage I agreement. Staff and ultimately Community Council should be satisfied that the Stage II Development Agreement reflects and is consistent with the Stage I Development Agreement.
- C Staff is of the opinion that the proposed Stage II agreement for Phases 1B and Phases 3 to 9 is consistent with the Stage I agreement policies.
- C The Staff Report covered two financial matters: 1) request by Kimberley-Lloyd Developments, because they were putting in oversized infrastructure, for the

Municipality to cost share \$112,000 and 2) infrastructure charges since the introduction of the Municipal Government Act which enables the Municipality to recover the cost of oversizing infrastructure, by formula, to be distributed equally among those who would benefit from the infrastructure program. This was a departure from the way the former City of Halifax did things.

- C Based on preliminary evaluation of costs of supplying oversized infrastructure to the Prince's Lodge area, including Royale Hemlock, \$16,000 was the amount determined per acre excluding any costs with regard to water transmission, which is under the auspices of the Halifax Regional Water Commission.
- C Staff was, therefore, proposing several clauses in the proposed Development Agreement with respect to cost recovery from the developer of Royale Hemlock at about \$16,000 per acre.
- C Details and negotiations as to what is and what is not included in this \$16,000 has not been tabulated yet.
- C Staff was under the impression that the developer was willing to sign the proposed Development Agreement and that was why it was put before Community Council at the last meeting. Since the deferral request by the developer, however, a revised proposal was received from the developer. The developer was proposing to absorb the cost of constructing the oversized section of Starboard Drive and the oversized storm pipe to \$112,000 that otherwise Community Council would be requesting Regional Council to approve as an expenditure. In exchange, the developer wants Community Council to delete any reference to infrastructure charges in the proposed Development Agreement - the tentative \$16,000 per acre.
- C Staff felt that the proposal by the developer was a substantial variation and was requesting time to prepare a Supplementary Report on the implications of the revised proposal as there was not sufficient time to prepare the Supplementary Report for this meeting.

A Memorandum dated March 5, 2001 from Mr. Wells to Community Council requesting that the above application be deferred, and providing reasons for the request, was before Community Council. Community Council, however, did not consider the request.

In response to questions from Community Council, Mr. Wells provided the following information:

- C At the time of approval of Stage I, there was no consideration of infrastructure charges and the Municipality was not obligated to pay for oversizing.
- C The actual enabling legislation through the Municipal Government Act has not yet come before Regional Council. Mr. Wells quoted the motion approved by Regional Council in April, 2000 re ensuring that staff be instructed that cost sharing associated with oversizing the Royale Hemlock streets and sewer be recovered within applicable legislation from all benefiting lands within the Master Plan area. Based on Regional

Council's motion, staff investigated cost sharing and a cost recovery mechanism is included in the draft Development Agreement.

Mr. George Armoyan, Kimberley-Lloyd Developments raised the following points in support of his application:

- C He quoted the motion of Regional Council approved April 11, 2000. He disagreed that there was authorization to impose any charges against his development.
- C He stated that Mr. Wells had indicated that had he known Kimberley-Lloyd was not going to sign the agreement, the proposal before Community Council in February would not have been presented. What was involved was the \$16,000 per acre and, in his opinion, he had never been blackmailed before and he hoped Community Council would not condone staff's action in this regard.
- C All the improvements that staff proposed has no benefit to him. His development was approved in 1998 based on its own merits. He did not understand, therefore, why they would have to cost share.
- C Staff was willing to honour other Stage I agreements like Glenbourne and Langbrae extension.
- C The whole Master Plan has zero benefit to his development.
- C Kimberley-Lloyd Developments would not agree to pay anything. They already agreed to absorb \$112,000 for the sake of getting the development under way.
- C With regard to the proposed \$16,000 per acre, there was no breakdown received as to the rationale for this amount.

Mr. Robert Grant, Stewart McKelvey Stirling Scales added the following on behalf of Kimberley-Lloyd Developments:

- C The thrust of Kimberley-Lloyd's position is that it is entitled to have the Stage II agreement in the form it requests because it conforms to the Stage I agreement. The Stage I agreement expressly stated that nothing should obligate the Municipality to enter into any cost sharing agreement and any decision to do so shall be the sole discretion of the Municipality, subject to approval by Community Council and Regional Council.
- C Kimberley-Lloyd is saying that was the deal for signing Stage I but they are prepared to forego any request to the Municipality for participation in oversizing costs. Kimberley-Lloyd will shoulder that burden and was asking the Municipality to meet its obligation under the Stage I agreement and approve the Stage II agreement without imposing any infrastructure charges which it has no authority to do.

Mr. Colin Stewart, on behalf of Friends of Hemlock Ravine raised the following points:

- C He provided information on how Hemlock Ravine Park will be affected by the proposed development.
- C Based on the proposal being considered, they looked at Phases 7 and 8 and seriously considered whether or not to ask that those two phases not be approved. However, further recent discussions with the developer strongly indicates the willingness to work with his organization and he did not see Phase II approval as being the end of discussions.
- C Based on the reassurance from Kimberley-Lloyd, he was prepared to support the proposal. If HRM, the developer and Friends of Hemlock Ravine could come to an agreement, that would be acceptable.
- C He asked, however, that Community Council show strong support for the park by getting it larger, more effective and more secure and that efforts to improve the park continue.

At this time, further questions were raised by Community Council and answered by Mr. Wells as follows:

- C The items included in the \$16,000 figure are on page 14 of the Staff Report. The costs were formulated for the entire Prince's Lodge Master Plan.
- C Now given the opportunity, he advised he took exception to the word "blackmail". Staff has been negotiating with the developer for quite some time with regard to the two issues of cost sharing and infrastructure charges. The developer knew full well the motion of Regional Council last April. The wording of the Development Agreement was reviewed by both parties prior to it coming forward and it was at the last minute the developer asked for a deferral.
- C When there is no agreement between both parties, nothing comes forward to Community Council. If a developer insists on something coming forward, it is worded the way the developer wants it approved and then staff writes a negative staff report.

Given the opportunity for further input, Mr. George Armoyan added the following:

- C Subject to obtaining approval, tenders will go forward and it is hoped to proceed within a month.
- C He quoted from a letter dated January 17, 2001 sent to Mr. Wells. A portion of this letter referred to the fact that there would not be support for his project unless he agreed to participate in Prince's Lodge cost sharing. Neither would there be support for the request for reimbursement of oversizing of pipes and roads unless there was agreement to cost sharing.
- C He advised that maybe "blackmail" was not the appropriate word to use. He acknowledged that he should have said something like: "you do it our way or you have to wait for awhile". He apologized for using the word "blackmail".

At this point, Councillor Whalen acknowledged that the Staff Report indicates that the Stage II application does largely conform with what was originally approved. She felt there were a number of positives, particularly the involvement of the Friends of Hemlock Ravine and the close relationship they have developed with Kimberley-Lloyd Developments. The Stage I approval in 1998 had nothing at that time regarding a Master Plan and there was no indication of infrastructure charges until after that.

MOVED by Councillor Walker, seconded by Councillor Mosher to:

- 1. Approve the Stage II Development Agreement to allow for Phase 1B and Phases 3 to 9 of Royale Hemlock Estates, presented as Attachment IV to the Staff Report dated January 29, 2001;**
- 2. Community Council recommend to Regional Council that a municipal expenditure be authorized in an amount not exceeding \$112,000 (HST included in total) to allow for cost-sharing with the applicant for over sizing a municipal street and storm sewer in accordance with the terms of Section 3.17 of the agreement;**
- 3. The agreement be signed within 120 days, or any extension thereof granted by Community Council on the request of the applicant, from the date of final approval by Community Council and any other bodies as necessary, whichever approval is later, including applicable appeal periods; otherwise, this approval will be void and obligations arising hereunder shall be at an end.**

MOTION DEFEATED.

The following motion was then made:

MOVED by Councillor Whalen, seconded by Councillor Mosher to approve the Stage II Development Agreement to allow for Phase 1B and Phases 3 to 9 of Royale Hemlock Estates, presented as Attachment IV to the Staff Report dated January 29, 2001, subject to the following:

- 1. Remove Clauses 3.17, 3.18 and 3.19 from the proposed Stage II Development Agreement, which all relate to infrastructure charges and replace them with the following:**

"The Municipality and the developer agree that the oversized infrastructure, excluding the water system, will be constructed by the developer on behalf of the Municipality. The developer acknowledges that the Municipality has not budgeted funds to pay for the oversizing costs and therefore the developer, provided it does not have infrastructure charges imposed upon it with respect

to the lands subject to this agreement, agrees to pay the cost for oversized municipal streets and storm sewers within Phases 3 to 9."

2. No recommendation go forward to Regional Council regarding a municipal expenditure in the amount not exceeding \$112,000 (HST included in total) to allow for cost sharing with the applicant for oversizing a municipal street and storm sewer because of the developer's agreement outlined in #1 above.
3. The amended agreement be signed within 120 days, or any extension thereof granted by Community Council on the request of the applicant, from the date of final approval by Community Council and any other bodies as necessary, whichever approval is later, including applicable appeal periods; otherwise, this approval will be void and obligations arising hereunder shall be at an end.

MOTION PUT AND PASSED.

7.3 **Recreation Area Rate Policy**

This item was referred by Regional Council at its meeting held on December 12, 2000 and deferred by Community Council at its last meeting.

MOVED by Councillor Walker, seconded by Councillor Whalen to accept the report as presented. MOTION PUT AND PASSED.

8. **PUBLIC HEARINGS**

8.1 **Case 00303 - Application for a Development Agreement and Rezoning to Permit 54 Small Lot Single Unit Dwellings, Keyworth Lane and Theakston Avenue, Halifax Mainland South**

A Staff Report dated February 1, 2001 was before Community Council. Mr. Paul Sampson, Planner provided an overview of the application. Staff was recommending approval.

The Chair called for speakers for or against the application.

Mr. Rob MacPherson, representing Kimberley-Lloyd Developments spoke in favour of the application.

Mr. Brian Dempsey, Herring Cove, on behalf of the Herring Cove Ratepayers Association and the McIntosh Run Watershed Association advised that he had no problems with the application; however, he would like some assurances that the development will have no

adverse affects on McIntosh Run and, if so, a means of correcting the situation should be made clear in the document. He advised that Mr. Armoyan and Mr. MacPherson from Kimberley-Lloyd Developments have agreed to meet with him to discuss any concerns he has.

The Chair called three times for further speakers for or against the application. There were none.

MOVED by Councillor Mosher, seconded by Councillor Walker to close the Public Hearing. MOTION PUT AND PASSED.

Councillor Adams advised that the developer has the right to go with 30 semi-detached buildings (60 units) and is asking for the ability to put small single family homes on the lots, which reduces the density. With regard to McIntosh Run, there is testing going on at present from Long Lake on to identify any contaminants. Department of Environment will become involved if need be if something does arise. He had no reservations with regard to the application.

MOVED by Councillor Mosher, seconded by Councillor Walker to:

- 1) Approve the rezoning of portions of lots 49 and 50, Keyworth Lane, from H (Holding) to RDD (Residential Development District) as shown on plan 003 of Case 00303 (Schedule B of Appendix A of the Staff Report dated February 1, 2001);**
- 2) Approve the Development Agreement (Appendix "A" of the Staff Report dated February 1, 2001) for lots 1 through 48 and lots 51 through 54, to allow for 52 single unit dwellings at Keyworth Lane and Theakston Avenue;**
- 3) Require that the Development Agreement be signed within 120 days, or any extension thereof granted by Community Council on request of the applicant, from the date of final approval by Community Council and any other bodies as necessary, whichever is later; otherwise, this approval will be void and obligations arising hereunder shall be at an end.**

MOTION PUT AND PASSED.

9. CORRESPONDENCE, PETITIONS AND DELEGATIONS

9.1 Presentations

9.1.1 Recreation Playground, Cambria Park re Basketball Court, 20 Castlehill Drive

Mr. Larry Pope, 93 Kearney Lake Road spoke on the problems and frustrations he has been experiencing with the basketball court. During the course of his presentation, he read a letter sent to him by Councillor Whalen in this regard and commented on same. He advised he had been before Community Council previously with regard to the same situation. Subsequently, he advised that he has sold his condominium at 93 Kearney Lake Road because he could not take it any more.

Ms. Anne Gniewek, 32 Castle Hill Drive, reading from prepared text, provided Community Council with information as to why the basketball court should be retained at the location in question, asked for support from Community Council to retain the court and to reinstate the second net.

10. **REPORTS**

10.1 **Community Council Structure**

Councillor Adams advised that Councillors from Districts 11, 12, 13 and 14 will be joining Chebucto Community Council effective April 1, 2001. With regard to District 18, Chebucto Community Council will have jurisdiction over that portion which was in the former City of Halifax.

11. **MOTIONS** - None

12. **ADDED ITEMS** - None

13. **NOTICES OF MOTION** - None

14. **PUBLIC PARTICIPATION**

Mr. Hiram Tiller, 4 Thackeray Close asked what action is being taken to improve traffic flow to and from Bayers Lake Business Park, namely to provide a right turn lane from Lacewood to 102 North and Chain Lake Drive to 102 South.

In response, Councillor Whalen advised that discussions have been taking place and agreed the area was unsafe. She checked with Public Works/Traffic Services and found out that there is nothing in the proposed budget for 2001/02 for this because the area lies within the provincial corridor. Staff would be meeting with their provincial counterparts.

Mr. Tiller asked if his concerns could be put on the Status Sheet. It was agreed to do so.

15. **NEXT MEETING DATE**

Monday, April 2, 2001.

16. **ADJOURNMENT**

On a motion from Councillor Whalen, the meeting adjourned at 9:00 p.m.

Sandra M. Shute
Assistant Municipal Clerk