

NORTH WEST COMMUNITY COUNCIL

MINUTES

NOVEMBER 23, 2000

THOSE PRESENT: Councillor Robert P. Harvey, Chair
Councillor Brad Johns
Councillor Len Goucher

ALSO PRESENT: Barry Allen, Municipal Solicitor
Thea Langille-Hanna, Planner
Andrew Whittemore, Planner
Sandra Shute, Assistant Municipal Clerk

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1. **INVOCATION**

The meeting was called to order at 7:00 p.m. by His Worship Mayor Peter J. Kelly with an Invocation.

2. **SWEARING IN CEREMONY**

The Swearing-In Ceremony took place. Mayor Kelly swore in the following Councillors as members of North West Community Council:

Councillor Johns - District 19
Councillor Harvey - District 20
Councillor Goucher - District 21

3. **ELECTION OF CHAIR**

Mayor Kelly also presided over the election of Chair.

MOVED by Councillor Goucher, seconded by Councillor Johns that Councillor Harvey be nominated as Chair.

There were no further nominations.

Mayor Kelly declared Councillor Harvey as Chair.

Councillor Harvey then took the chair. Councillor Harvey thanked Mayor Kelly for attending the meeting and swearing in the Community Council members. He looked back to when Mayor Kelly had been sworn in as a member of North West Community Council in May, 1996. Councillor Harvey indicated it was particularly appropriate for Mayor Kelly to be in attendance tonight to swear in the Councillors. After Mayor Kelly indicated his support for Community Councils and wished North West Community Council well, he left the meeting.

4. **APPROVAL OF MINUTES**

4.1 **Regular Meeting - September 28, 2000**

MOVED by Councillor Goucher, seconded by Councillor Johns to approve the Minutes of Regular Meeting held on September 28, 2000 as circulated. MOTION PUT AND PASSED.

4.2 **Special Council Session - November 6, 2000**

MOVED by Councillor Johns, seconded by Councillor Goucher to approve the Minutes of Special Council Session held on November 6, 2000 as circulated. MOTION PUT AND PASSED.

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

Added Items: Abandoned Shopping Carts - Councillor Harvey
 School Bus Stops - Councillor Harvey

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

6. **BUSINESS ARISING OUT OF THE MINUTES** - None

7. **MOTIONS OF RECONSIDERATION** - None

8. **MOTIONS OF RESCISSION** - None

9. **CONSIDERATION OF DEFERRED BUSINESS** - None

10. **PUBLIC HEARINGS**

10.1 **Case 00256 - Application for a Rezoning and a Development Agreement to Permit a Mixed Use Project at 85-91 Sackville Drive**

A Staff Report dated November 1, 2000 together with a Memorandum dated November 2, 2000 from Planning Advisory Committee were before Community Council. Both were recommending approval of the application; however, Planning Advisory Committee recommended the inclusion of an additional clause in the agreement re right of refusal/option.

Andrew Whittemore, Planner provided an overview of the application with the aid of overheads. During the course of his presentation, he advised that to have the proposed development proceed, Community Council would be required to first rezone the lands from the C-3 zone to CDD zone - a Comprehensive Development District - and, subject to the expiration of an appeal period for the rezoning, approve the proposed Development Agreement.

Councillor Goucher asked for clarification regarding equipment for the recreation portion. In response, Mr. Whittemore advised that the proposed agreement requires that the land be prepared for recreation purposes such as a tot lot. The equipment being provided is connected with an agreement for the 18-unit apartment building adjacent to the land in question. HRM has a signed Affidavit from the developer of the 18-unit apartment building that they will install the equipment to the standards required by HRM Recreation Department. 15,000 sq. ft., included in the application before Community Council, will be turned over to HRM for recreational purposes.

With regard to the option on the Park and Ride lands labelled new commercial, Councillor Goucher asked if the proposed new Section 2.3.8(d) in the agreement would be strong enough to ensure the option. In response, Mr. Whittemore advised that he felt the section was adequate because he knew the status of the negotiations currently. HRM has a year to make an offer and, following that, the developer would have the ability to extend it. HRM also has right of first refusal.

Councillor Goucher referred to enforcement concerns and asked the Municipal Solicitor if, under Default, would HRM have relief in a situation where something is not done, for HRM to be able to do it.

Mr. Barry Allen, Municipal Solicitor advised that Part 5 gives the right to go to Court to seek an injunction but this would still require the approval of the Court.

The Chair then called for speakers for or against the application.

Mr. Jim McLeod, Sackville referred to an old heritage lane that went through the property and an underground brook going through the property. He asked how the brook would be affected and if any additional parking had been gained in the back.

In response, Mr. Whittemore advised that Parcel B will be an addition to the existing Park and Ride. The new commercial area which Councillor Goucher referred to is currently being used for overflow and HRM has first option to purchase it. HRM is currently in negotiations to acquire land from Department of Transportation.

As to the brook, Mr. Whittemore advised that the brook is actually on the boundary of the property but it was raised as an issue at the Public Information Meeting. The stormwater management plan for the site recognizes the value of the brook and will implement certain measures to protect it. The agreement requires a buffer where the brook is located.

In terms of the lane, Mr. Whittemore advised that he had not been made aware of any heritage road. The intent was to facilitate pedestrian access and connections to adjacent properties

given the lack of recreation facilities in the area. It was expected that residents in the area would use the recreation facilities which were part of the proposal.

Councillor Harvey provided information on the historic corner in question. On maps of 1815, there was a road going off in the direction of the land in question. The one remaining portion of it was named Twelve Mile House Lane 20 years ago.

Mr. Kevin Dean, Bedford referred to enforcement and asked for clarification of what Section 5.2 (a) and (b) would do. In response, Mr. Allen advised they were remedies that HRM could follow if there is a breach of the agreement. Section 5.2(a) allows HRM to go to Court to seek an injunction for the developer to do whatever he was supposed to do or refrain from doing what he is not allowed to do. Section 5.2(b) is a repeat of the provision in the Municipal Government Act to allow the Municipality to recover costs for the failure to perform a positive duty.

Mr. Walter Regan, Sackville Rivers Association spoke in favour of the application. Sackville Rivers Association appreciated the fact that the developer hired a reputable consulting firm to do an in-depth impact statement of erosion and storm water control. The consultant recommended the installation of an oil separator. The developer was also willing to pick up all the runoff from the site and was working with HRM to pick up runoff, silt and pollution coming from the Park and Ride. He expressed appreciation that the developer was also willing to hire an independent environmental inspection company to monitor erosion and sedimentation control measures. This was an example of the community, developer and the Municipality working together for the betterment of the environment.

Mr. Regan asked, however, if it would be possible to re-size the unit to pick up more runoff coming down Cobequid Road from other storm sewers. He referred to the section regarding the 15' buffer for the feeder brook but questioned this as the recommendation from the Waters Advisory Board was 50'. He asked for clarification.

Mr. Whittemore, referring to the buffer for the brook, advised that the Waters Advisory Board recommended some flexibility in recognition of all the things the developer has agreed to do. There may be one slight area where there is encroachment.

Mr. Bob Kerr, Bedford Waters Advisory Committee advised he did not have any faith in Stop Work Orders. In response, Mr. Whittemore advised that Stop Work Orders, in his experience, have been successful.

Mr. Kerr continued by asking for clarification from the Municipal Solicitor regarding Stop Work Orders. In response, Mr. Allen advised it depends on the nature of the problem. It was difficult to go back and restore nature. Most Development Agreements, and the controls in them, are

designed to deal with physical things done on the site, i.e. the erection of buildings, with good remedies. The maximum fine is \$2500 for a continuing offence at the discretion of the Court.

The Chair called three times for further speakers. There were none.

MOVED by Councillor Goucher, seconded by Councillor Johns to close the Public Hearing. MOTION PUT AND PASSED.

At this time, Councillor Harvey requested that Councillor Goucher take the chair. Councillor Goucher agreed to do so.

MOVED by Councillor Harvey, seconded by Councillor Johns to approve the rezoning of the subject lands from C-3 (Commercial Corridor) Zone to CDD (Comprehensive Development District) Zone;

Subject to approval of the rezoning and expiration of the appeal period, approve the development agreement (Attachment 1 of the Staff Report dated November 1, 2000) to permit a transit oriented mixed use development at 85-91 Sackville Drive;

Include an additional clause in the agreement to require staff to negotiate a “right of refusal” or an “option” on the piece of land now being illegally used by commuters for park and ride (the lot shown as “new commercial” fronting on Cobequid Road on Map 4), in order to control the site for a possible future expansion of the park and ride facility;

Require that the Development Agreement be signed within 120 days, or any extension thereof granted by North West Community Council on request of the applicant, from the date of final approval of said agreement by North West Community Council and any other bodies as necessary, whichever approval is later, including applicable appeal period. Otherwise, this approval shall be void and obligations arising hereunder shall be at an end.

Councillor Harvey said he felt this was a good location for the development and, with the cooperation of the developer, the Municipality has been able to write in many positive things for the community at large. It was well located, would be complimentary to transit services next door and there were opportunities to improve the Park and Ride facility. To support the public transit is supporting one aspect of the Transportation Policy for HRM.

Councillor Johns advised he supported the motion as the developer has considered the playground facility and waters issues.

MOTION PUT AND PASSED.

At this point, Councillor Goucher relinquished the chair to Councillor Harvey.

10.2 **Case 00278 - Application to Amend the Tolson Estate Development Agreement to allow an 8-unit Townhouse Building Rather than an 8-unit Apartment Building, John Gorham Lane, Bedford**

A Staff Report dated October 26, 2000 was before Community Council along with a recommendation from North West Planning Advisory Committee dated November 2, 2000 recommending approval of the application, with a recommendation for an additional clause in the agreement to require a security bond for chip sealing.

Ms. Thea Langille-Hanna, Planner provided an overview of the application with the aid of overheads. During the course of her presentation, she advised that the proposed townhouses would be managed by a Condominium Corporation. Significant attention was given to landscaping and the impacts of the driveway along the property line at 9 John Gorham Lane. The use permitted by way of the Development Agreement is an 8-unit residential building in the form of an apartment building. In the proposal, it is an 8-unit residential building in the form of a townhouse. Staff felt it is not a fundamental change in land use as it is eight units, residential. With regard to Policy Z-3(2), there is conflicting information with regard to the size of the building at 24 John Gorham Lane but the size does not impact staff's recommendation. Staff felt that the proposal adequately fits the topography of the site, is compatible with the surrounding land uses and meets the intent of the original Development Agreement. The Development Agreement should indicate that the proposed footprint is 7,200 sq. ft. rather than 7,800 sq. ft.

Ms. Langille-Hanna continued that a Public Information Meeting was held on August 31, 2000. Some points and issues raised then have been incorporated in the Development Agreement. As well, two points raised by Planning Advisory Committee have been incorporated in the Development Agreement. Staff is recommending approval of the application.

Councillor Goucher expressed concern that chip sealing has not been completed for the existing agreement. He referred to Community Council's directive that chip sealing should be done in the spring of 2000 in accordance with the Development Agreement.

In response to Councillor Goucher, Ms. Langille-Hanna advised there was no indication in the existing Agreement as to the phasing and timing of the chip sealing. The owner agreed in writing to complete the chip sealing in the spring of 2000; however, she added an additional clause in the new amended agreement and, with the help of Planning Advisory Committee, an additional clause has also been added to require a security bond for chip sealing. Chip sealing has not been done. Through the proposed Development Agreement, considering it

was being tied to an Occupancy Permit, that portion of John Gorham Lane should be completed.

Councillor Goucher asked why the Development Agreement indicates developer or owner to complete the chip sealing. In response, Ms. Langille-Hanna advised it was being attached to both in case the developer is completed within the six months and gone.

Councillor Goucher asked how enforceable it is when there is an addendum signed for chip sealing in the spring when it was never done and would the inclusion in the Development Agreement hold any more weight. In response, Ms. Langille-Hanna advised that a Development Agreement is more enforceable than a memo that went to Community Council.

The Chair called for speakers in favour of the application.

Mr. John Tolson advised he owned two properties on the boundary for two single family homes. The original agreement has a building on the lot which is three stories high but the proposal is for two stories on one side but still three stories on the other. The houses he indicated would have the sun blocked from the west with the only difference being one storey less. As the owner of the two lots abutting the property, he was in favour of the development.

Mr. Mike Albert, Colby Village advised he was considering moving his family to Bedford and the area in question appeals to him. He liked the fact that the Condo Corporation would look after maintenance and he needed a garage.

Mr. Lee Richardson stated that the area within the boundary of the train tracks and Dartmouth Road is a neighbourhood and people want to stay in it. They would have to leave the area to find accommodation of this type. Without projects of this quality, there would be no opportunity to remain in the area. The proposal would be a great addition to the community.

There being no further speakers in favour of the application, the Chair called for speakers in opposition.

Mr. Frank Mayo asked where the driveway would be located and would it be for more than the proposed building. In response, Ms. Langille-Hanna advised that the driveway goes over the other property line but through the Development Agreement there would be an easement in order to provide the driveway. The original agreement allowed for a parking area to straddle the property line.

Mr. Mayo asked if it would become a common driveway if the other development is built to the left. In response, Ms. Langille-Hanna advised that if the left parcel is developed the same as the one at 24 John Gorham Lane, it would pull parking away from the Fort Sackville site.

Mr. Mayo asked if the garbage bin would be common as well. In response, Ms. Langille-Hanna advised it would be up to the Condominium Association.

Mr. Mayo continued that he was concerned that the same thing could also be built on the remaining parcel of land. In response, Ms. Langille-Hanna advised that particular piece would have to go through the same process as the one currently in question if that was the wish.

Councillor Johns asked Mr. Mayo if he opposed the proposal before Community Council. In response, Mr. Mayo advised it was something totally different; he was opposed to density and he preferred the old scheme.

Mr. Michael Kennedy, Halifax County Condo Association #204 (the existing condominium development at 24 John Gorham Lane), advised the members of the Condo Association were not opposed to development of the lands because they purchased their condominium based on the fact that the lands adjacent and in the area would be developed but were opposed to this type of development.

Mr. Kennedy referred to the obligation of the developer to chip seal John Gorham Lane, which has not been done. At this point, HRM should have refused to entertain an amendment to the Development Agreement until the obligations under the existing one are met. He stated that townhouse development and condo is not the right phraseology because the difference between a townhouse and condominium under the MPS is very grey. The way the Development Agreement is worded now is that there is no positive obligation to create a condominium but it is alluded to that a condominium will take over the maintenance of the building when the condo corporation exists.

Mr. Kennedy stated that what is really being created is separate living units side by side. Each townhouse owner can paint their unit whatever color they want. The Development Agreement does not address this issue or protect as indicated by Planning Staff. The Development Agreement has to indicate that it is the internal units only purchased by the various owners and the outside will be maintained by a corporation. There was no positive obligation in the Development Agreement to create a Condo Corporation nor was there a way to police how the Condo Corporation is created in order to ensure continuity.

Mr. Kennedy then referred to the Heritage Objective Policy in the MPS May, 1996. He quoted from same. He then referred to Implementation Policy Z-3(6) and (7) and quoted from that as well. If the heritage concepts were married with the adjacent uses concept, then he asked what did the former Development Agreement say to address that particular issue. In the very last section, it said that housing style will follow the indicative drawings as per Schedule B and, wherever possible, provide a sympathy with the character of the Manor House. He questioned if the proposal before Community Council was sympathetic with the Manor House. The

proposed building is not aesthetically sympathetic to Scott Manor House as the existing building is.

Mr. Kennedy raised the issue of the developer coming to HRM to amend the previous Development Agreement with the fundamental obligation of the previous one not being fulfilled or not enough weight given to heritage policies or Policy Z-3.

Mr. Kennedy pointed out that the developer came to HRM and said that the building like the one built is not marketable. The developer is suggesting he will suffer an economic loss as a result of the construction of a building according to the existing plan. His client is suggesting that the creation of this development will decrease the value of their individual condominium units because they are based upon what was going to be built. This is a substantial change to what was there before. The answer was simple: stay with the status quo.

Mr. Walter Regan, Sackville Rivers Association pointed out the development would have over 50% hard surface. He requested asking the developer to install a storm septic.

Mr. Gerry Guest, the developer presented a different rendering of the back of the building to make it look more like Fort Sackville Manor. The building there now was not a replica of the Manor House. He circulated his new concept which was to install a balcony around the top of the garage doors, a shed roof and decorative pillars to enhance the overall concept of the building.

Mr. Phillip Macaulay, 9 John Gorham Lane circulated a copy of the site plan for the existing agreement to show the changes in the footprint. He was the closest property to the development. He read from prepared text and advised he and his wife were not in favour of amending the existing Development Agreement because it was not in keeping with the intent of the existing Development Agreement.

Mr. Gord Fullerton, 1 John Gorham Lane stated that the developer and builder are requesting the change primarily because they argue that the existing condo structure is not marketable, yet they have presented no evidence to this effect. Given the view of the back end of the structure, it was less attractive than the existing condo at 24 John Gorham Lane. He questioned if there was an alternate agenda for the future that the properties will not be saleable for the original purpose of single unit dwellings and a larger dwelling could be requested in the future. He felt the owner and developer should stick with the existing proposal.

A gentleman living at 24 John Gorham Lane stated that the unit he purchased last year was on the market for two weeks only. He did not know where the owner got the idea that the units were not marketable. Three days before he purchased the property, he got in touch with the owner/developer who told him the next property would be the exact replica. They would create

a community of properties that look exactly the same. Now they want to make a change after such a short time.

Mr. Allan MacDonald, 24 John Gorham Lane asked who was responsible for chip sealing and if there would be a bond posted for same. In response, Councillor Goucher said under the initial contract it would be the developer. Under the amendment proposed, it would be either the developer or owner. Staff has included a clause in the Development Agreement for a security bond.

Ms. Langille-Hanna clarified that staff has included a clause in the proposed amended Development Agreement for a security bond to be in place so that when they apply for a permit, if the road is not chip sealed within six months, the Municipality has the ability to go in and do the work. The amount of the bond equals 110%.

Having called three times for further speakers and hearing none, the Chair asked Mr. Guest to rebut.

Mr. Gerry Guest invited residents to participate in landscaping design around the units. As far as the deck was concerned at the end of the units, he could easily remove it. He was willing to make these changes.

MOVED by Councillor Goucher, seconded by Councillor Johns to close the Public Hearing. MOTION PUT AND PASSED.

Councillor Goucher stated that comments have been made indicating that the developer is willing to enter into dialogue to make changes with regard to the building, not currently included in the proposed amendment. People have spoken with regard to design and architectural rendering, against the development.

MOVED by Councillor Goucher, seconded by Councillor Johns that given the input received, the contract be referred back to staff to consider the public input and brought back at the next regularly scheduled meeting for a decision.

Councillor Harvey specified items he would like to see addressed:

1. The issue of the Condo Corporation as to the wording covering the outside as common.
2. Treatment of the clause in sympathy with the Manor House and how it is addressed by the design.
3. Any discussions with the developer insofar as he is prepared to modify certain things to accommodate some of the issues raised.

MOTION PUT AND PASSED.

11. **CORRESPONDENCE, PETITIONS AND DELEGATIONS** - None
12. **REPORTS**
- 12.1 **Liaison Councillor Appointments - North West Community Council Sub-Committees**

MOVED by Councillor Johns, seconded by Councillor Goucher that Councillors be appointed as follows:

**North West Planning Advisory Committee - Councillors Johns and Goucher
Bedford Waters Advisory Committee - Councillor Goucher
North West Transit Advisory Committee - Councillor Johns**

MOTION PUT AND PASSED.

Councillor Harvey pointed out that he also served on two other Sub-Committees of North West Community Council - Sackville Heritage Park Advisory Committee and the Board of Sackville Sports Stadium, both of which he was prepared to continue.

12.2 **Citizen Resignation from North West Planning Advisory Committee**

E-mail correspondence dated October 17, 2000 from Theresa Scratch was before Community Council raising concerns regarding the process for Prince's Lodge/Bedford South development proposal and submitting her resignation from North West Planning Advisory Committee.

Councillor Goucher asked that Community Council consider deferring accepting Ms. Scratch's resignation until the next meeting and, in the interim, write her a letter asking that she reconsider her resignation. He indicated there were very few people in the Bedford/Sackville area who offer as much as Ms. Scratch does and, if Community Council accepts the resignation, Community Council and Sackville would be the losers.

MOVED by Councillor Goucher, seconded by Councillor Johns to defer a decision and write a letter to Ms. Scratch in the interim to ask her to reconsider her resignation.

Councillor Harvey pointed out that the terms of appointment for North West Planning Advisory Committee members are to the first meeting of Community Council in 2001. By the time North

West Community Council meets again, it will be time to appoint a new Planning Advisory Committee.

MOTION PUT AND PASSED UNANIMOUSLY.

12.3 Councillor Representation on Membership Selection Committee

MOVED by Councillor Johns, seconded by Councillor Goucher that Councillor Harvey be North West Community Council's representative on Membership Selection Committee. MOTION PUT AND PASSED.

12.4 Councillor Representation on Grants Committee

MOVED by Councillor Johns, seconded by Councillor Goucher that Councillor Goucher be North West Community Council's representative on Grants Committee. MOTION PUT AND PASSED.

12.5 Meeting Schedule - First Half 2001

A meeting schedule for the first half of 2001 was discussed. Locations, however, will have to be confirmed.

MOVED by Councillor Goucher, seconded by Councillor Johns to adopt a meeting schedule for the first half of 2001. MOTION PUT AND PASSED.

12.6 Report from Bedford Waters Advisory Committee re Municipal Planning Strategies

A report dated November 14, 2000 from Bedford Waters Advisory Committee regarding the above was before Community Council recommending that, in future, Municipal Planning Strategies be initiated, directed and implemented by Planning staff with the participation of Advisory Committees and the public.

Councillor Goucher stated that this matter has arisen from the Prince's Lodge/Bedford South Master Plan process. He requested that Community Council allow input from Bedford Waters Advisory Committee at this time. Community Council members agreed.

Mr. Bob Kerr, Vice-Chair, Bedford Waters Advisory Committee advised that the Committee had a meeting with the consultant for Prince's Lodge/Bedford South and subsequently there was a draft MPS provided. At the November meeting, it became clear that members of BWAC were upset over some of the things the consultants were proposing i.e. an increase

in density over the Bedford MPS and no plan available as to zoning. Additionally, BWAC was concerned with traffic considerations and the fact that the consultants actually designed their own MPS, instead of staff. Community Council should exercise extreme caution because this was a very big proposal.

Councillor Harvey said that right now a second draft is being prepared by HRM staff, taking into account input from groups such as Planning Advisory Committee, Bedford Waters Advisory Committee and various HRM agencies. It would be made available for the Planning Advisory Committee meeting on December 6 and for the Public Meeting to be held by PAC on December 13.

After further discussion, the following motion was made.

MOVED by Councillor Goucher, seconded by Councillor Johns to receive the report as information which will be taken under consideration.

Councillor Harvey pointed out that there might be more information available on the process once the second draft of the MPS is received.

MOTION PUT AND PASSED.

13. **MOTIONS** - None

14. **ADDED ITEMS**

14.1 **Abandoned Shopping Carts**

Councillor Harvey explained his concern with abandoned shopping carts in the central core of Sackville. He further explained that he had contacted the store which appeared to have the majority of the carts. That particular store indicated they would pick them up in a day or two but he did not know if they had done so. He referred to a Staff Report dated September 16, 1999 and Community Council's subsequent motion at the meeting held on November 18, 1999 to request that staff meet with representatives of the Industry to discuss solutions to reduce the number of carts leaving store property and that the Municipality request that the Nova Scotia Department of Environment be asked to investigate any environmental impacts to the Little Sackville River and to take any steps within their power to address this situation.

Councillor Harvey requested that appropriate staff be contacted to find out if the above recommendations, which were adopted by Community Council, were followed through on and provide an update in this regard.

14.2 **School Bus Stops**

Councillor Harvey requested that two stops on the Old Sackville Road, one opposite Madeline Avenue and the other one close to Sackville Cross Road, opposite the end of Sackville Cross Road, be marked as school bus stops. He indicated the safety issues involved.

MOVED by Councillor Goucher, seconded by Councillor Johns to forward this request to Traffic Authority. MOTION PUT AND PASSED.

15. **NOTICES OF MOTION** - None

16. **PUBLIC PARTICIPATION**

Mr. Walter Regan, Sackville Rivers Association raised the following points:

- He applauded the By-Law Enforcement Officer who responded to illegal construction dumping in the Little Sackville River.
- He acknowledged receipt of an Information Report provided by staff re Environmental Studies but asked if it would be possible to have an Environmental Study done, similar to those done in other areas of HRM, on the Sackville River watershed. He indicated that he had received support from Peninsula and Western Region Community Council for this.

In response, Ms. Langille-Hanna advised that the Sackville River Floodplain Study was completed by a consulting firm. Staff has been given the go ahead to work on this project in the 2001/02 budget. There will be a public process.

- He referred to the letter dated June 21, 2000 from Housing and Municipal Affairs which formed part of the Information Report dated November 7, 2000 re amendments respecting lands around First and Second Lakes. He expressed concern that Housing and Municipal Affairs indicated the lands were being held for future development of housing and parkland.

In response, Councillor Harvey advised the issue has not come back to Council as yet. Housing and Municipal Affairs would have to come to Council to have the service boundary extended unless they intended to override the Municipality. The matter is far from over.

- He asked the status of implementation of Policy P-71 for the Beaver Bank, Hammonds Plains and Upper Sackville MPS. In response, Councillor Johns indicated he would follow up.
- He asked if the dam at Paper Mill Lake was safe and if it was possible that HRM could look at it. In response, Councillor Goucher advised no one had a greater concern with that dam than he did because he lived so close to it. He described the attempts made to date to obtain the report.

Kevin Dean, Bedford Waters Advisory Committee also provided information on attempts to obtain a copy of the engineering report. He explained that he understood the problem was a provincial environment matter.

MOVED by Councillor Goucher, seconded by Councillor Johns to request a copy of the engineering report on Paper Mill Lake from Annapolis Basin Group, with a copy of the letter being sent to Peter Christie, Minister of Community Services, who is the provincial representative for this area. MOTION PUT AND PASSED.

Mr. Steve Craig, President, Lake District Recreation Association asked for clarification of a meeting taking place at Basinview School in Bedford on November 29 regarding a Multi-Purpose Recreation Centre for Bedford. In response, Councillor Goucher advised that the meeting was being held to discuss a number of items but included would be the proposed Multi-Purpose facility.

Mr. Brian Johnson, Beaver Bank asked the status of the provision of water and sewer for Beaver Bank. In response, Councillor Johns advised that the Water Commission has classified three areas of HRM as priorities for provision of water and Beaver Bank is one of them. As well, Councillor Harvey advised that Council was looking towards the Federal Infrastructure program as a source of funding.

17. **NEXT MEETING DATE** - Thursday, January 25, 2001, in Bedford.

18. **ADJOURNMENT**

On a motion from Councillor Goucher, the meeting adjourned at 9:30 p.m.

Sandra M. Shute
Assistant Municipal Clerk

