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1. **CALL TO ORDER**

The meeting was called to order at 7:00 p.m. in the Keshen Goodman Library, 330 Lacewood Drive, Halifax.

2. **APPROVAL OF MINUTES**

2.1 **Regular Meeting - January 28, 2002**

MOVED by Councillor Adams, seconded by Councillor Meade to approve the Minutes of Regular meeting held on January 28, 2002 as circulated. MOTION PUT AND PASSED.

2.2 **Joint Meeting - January 28, 2002**

MOVED by Councillor Adams, seconded by Councillor Meade to approve the Minutes of Joint Meeting held on January 28, 2002 as circulated. MOTION PUT AND PASSED.

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

Added Items: Halifax West High School - Councillor Meade
Sir John A. MacDonald High School - Councillor Meade
Buckingham Drive, Haliburton Heights - Councillor Rankin
Status Sheet Item - Federal Infrastructure Program - Herring Cove
Water and Sewer - Councillor Adams

Added Information Items: Letter from Department of Transportation and Public Works re the level of service for winter maintenance in District 23

Letter from Department of Transportation and Public Works re the level of service for winter maintenance in District 22

MOVED by Councillor Adams, seconded by Councillor Meade to adopt the Order of Business as amended. 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 00180 - Application to Amend the Existing Development Agreement for Beechville Estates, Beechville**

A Staff Report dated December 30, 2001 was before Community Council. Grace Ho, Planner provided an overview of the application with the aid of overheads, which included the following information:

- C The original Development Agreement approved a total of 448 dwelling units - a mix of small and standard single family lots, semi-detached lots, a local commercial use and active and passive open space areas.
- C It was proposed to replace minimum 50' frontage lots with 32' frontage lots minimum for Phase 3 for an amended total of 440 lots.
- C It was proposed to recognize Ridgecliffe School, which was not originally contemplated in the 1997 Development Agreement.
- C It was proposed to increase the width of curb cuts for driveways on Beech Tree Run which presently are 10' minimum to 20'.
- C It was proposed to replace six semi-detached lots on States Lane with 12 single family lots.
- C It was proposed to increase the number of lots capable of being endorsed from the main entrance from 150 to 162.
- C Other minor amendments were also proposed, including reconfiguring the size of Park E and Park A and permitting certain encroachments in the front yard setback.
- C A clause in the existing Development Agreement requires a minimum of ten consecutive lots of the same type on one side of the street to establish a consistency of housing form at street level. Replacing the six semis with 12 singles will result in less than ten consecutive units on each side of the street. Staff does not recommend replacing the six semi-detached houses with 12 singles.
- C The report indicates there is a local business use site on Beech Tree Run at the entrance to the school which was to be dropped. It is the intention of the developer, however, to keep the site for a future local commercial use when market conditions allow.
- C Section 3 (a) of the Development Agreement has a typographical error. The maximum number of dwelling units should be 445, not 440.

Ms. Ho subsequently advised that staff was recommending adopting the proposed Development Agreement, including replacing the 60' frontage lots with 40' frontage lots for Phase 3. Staff, however, does not recommend replacing the six semis with 12 singles.

Councillor Adams asked for clarification of the net impact of the change for Phase 3. In response, Ms. Ho advised there would be 20 more lots 40' in frontage. There could be 34

60' lots and with 40' lots, there would be 19 more for a total of 53. With 32' lots, the change in total would be 58.

Councillor Rankin requested that Ms. Ho provide information on the number of acres taken up by the school and what concessions were made in exchange. In response, Ms. Ho advised that the school took 8.5 acres. She provided an overhead of the original concept plan without the school and reviewed same. At the time of Phase 2 approval, when the school went in in 1999, some development rights in the school area were transferred to the rest of the subdivision.

Councillor Rankin asked if the advertisement reflected that the proposal showed six semis being converted to 12 singles. In response, Ms. Ho confirmed same and added that staff had to go forward with the Development Agreement that the developer was ready to sign.

Community Council, at this time, acknowledged receipt of letters from the following:

Beechville Estates Homeowners Association
Doug Lowe
Sandy McDonald
Pinnacle Homes Limited

Councillor Rankin asked for clarification regarding the proposed 40' lots. In response, Ms. Ho advised that the original proposal was for 32' frontage lots but staff felt these would be too narrow for a standard house based on a discussion paper put forward by Planning Services in the late 90's entitled "Traditional Urban Design". She provided further information by way of a schematic.

Councillor Meade asked if there are any 32' lots in the subdivision now. In response, Ms. Ho advised 48% for 32', 38% for semis and 12% for 40' lots. There are no 60' lots.

Councillor Rankin asked if Ms. Ho could comment on market range - what would be the cost of a 32' lot versus a 40' lot. In response, Ms. Ho advised she did not have a real estate background and could not comment. Because the land area was less for a smaller lot, the cost of buying the lot would be less. She referred this question to the developer.

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

Mr. Jim Barrieau, Lot 1, Beech Tree Run stated that just last week the side of his property was dug up by Pinnacle Homes without permission and without a permit to do the work. The Building Inspector for HRM shut them down twice. He understood Pinnacle was adding an outside entrance onto the small property next to his and the foundation is 2' from his line. He understood that Pinnacle Homes told the contractor they had his permission to come onto his property, which was false. He expressed concern that small lots could

amount to trouble, like he was experiencing. He also stated that his driveway entrance was only 6' wide with a curb cut to his line.

Mr. Yves Bastien, Vice-President, Beechville Estates Homeowners Association raised the following points:

- C It was an issue of trust. Many residents no longer trusted the developer or his subs. It was also an issue of what the residents thought they were buying into.
- C Many residents have issues with their particular purchase. Certain elements such as property lines may have been misrepresented.
- C The subdivision was touted as having a range of homes. There are issues of 60' lots, density, traffic along the feeder routes and the ability of the community to grow but remain in the neighbourhood by moving up to a larger home. Part of the resale value of the homes is the broad range of homes.
- C The conversion of semis into single home lots is supported by the Association.
- C He did not think many people were aware of the issue of developing the corner by the school into a commercial property.
- C The Association's position is that Park A is swamp and it does not do any good to increase it. Park E is usable land but the developer wants to decrease it.

Councillor Meade asked Mr. Bastien, when he bought in the subdivision, did he know there were 60' lots. In response, Mr. Bastien advised he knew there was a comprehensive development plan with a range of housing.

With regard to the business use, Councillor Rankin asked for confirmation that it was part of the original agreement. In response, Ms. Ho quoted from the original agreement for one local business use for a lot of 24,572 sq.ft. The lot was identified on the map.

Mr. Michael Hebb, Beechville Estates Homeowners Association raised the following points:

- C The question came up about the school taking out a number of planned lots so there is an opportunity, by decreasing the lot size, to bring the number of lots back up. It was important, however, to keep in mind that the school is owned by the developer and there is no loss.
- C Homeowners bought into the development because there is a school. If there had not been a school, some residents might not have bought in the subdivision. There was no penalty to the developer having the school there.
- C The loss of the 60' lots would affect resale values and directly affect the quality of life in the subdivision.
- C They are working hard to develop a sense of community. By eliminating the larger lots, as the residents grow out of their starter homes, there will not be any place else in the subdivision to buy a larger home. Beechville Estates will be for people who can afford a certain price range.

- C Development plans were available when they bought their houses for 60' lots in the next phase. It was a conscious decision not to buy in a subdivision with only 32' or 40' lots.
- C The Association is eager to see the curb cuts on Beech Tree Run improved for the next phase. There should be permission for those people who have the existing curb cuts to fix them if they want.
- C The Association endorses changing semis to single family homes. They did not see the benefit of segregating neighbourhoods of single family homes and neighbourhoods of semis. With the problem of small lots, if there were more semis next to single family homes, you would create larger spaces between the houses.
- C Regarding the park, the question is what can be done about it as opposed to leaving it as unusable swampland.
- C With regard to a change in setback, now it is the distance from the property line at the front of the house where the front step starts. The proposal is for the front of the house to be allowed to go to the setback line and the steps encroach into the setback. At this time, there is not enough front yard to accommodate all the snow plowed off the street and sidewalk. Driveways are also within the same space.
- C There are 70 houses in the subdivision owned and occupied. To date 86 signatures have been gathered from the residents supporting the Homeowners Association against the recommendations of staff.

Councillor Meade asked what is the existing setback distance. In response, Ms. Ho advised it would be 20'. There is a section in the Land Use By-law called Permitted Encroachment. The developer is asking that the step and smaller porch be allowed to encroach within the setback. She referred to Schedule C-1 of Attachment 3.

Mr. Rob MacPherson, on behalf of Armco Capital Corporation, added that the setback varies at this time, depending on the Building Inspectors, who have different interpretations. To prevent future problems, it was proposed to include it in the Development Agreement.

Councillor Rankin asked for clarification on the 20' setback in much of the Beechville/Lakeside/Timberlea Planning Strategy. In response, Ms. Ho advised that a couple years ago Development Services made a conscious decision to allow the front steps and porch to encroach within the first 20'. The concern is that there is a lot happening within that 20'.

Mr. Yves Bastien asked if the 20' was a question of interpretation or was there some sort of economic benefit because the residents would prefer the houses to be further back so that the road does not look so narrow.

Councillor Rankin advised that setbacks have a lot to do with the price of housing, the price of land and the cost of laterals. You may say that the developer will make a lot of money but it is passed on to the homeowners. The developer was asking for tolerance.

Mr. Carson Jackson, Beechville Munroe Subdivision and Vice-President of the Beechville Residents Association raised the following points:

- C He assured the residents of Beechville Estates that the Beechville Residents Association supported them.
- C It all goes back to the CDD between the developer and members of the community which keeps coming back.
- C The reason the development has been so successful is because of the mix and the anticipation of starting with a starter home and having the opportunity to grow in that particular area.
- C If people are not able to better themselves by way of housing in the subdivision, they will move out and everyone will lose.
- C The developer should stick to what was agreed to. The school was a bonus to the developer financially.

Mr. Corey Mosher stated he was confused as to why the developer does not want the 60' lots in the subdivision.

Mr. Barry Hewitt, 4 Sheppards Run stated that he bought into the community. The developer was trying to change the dream of the community. He asked that Community Council listen to the residents because they live there. He was concerned with the commercial zone across from his property and stated he did not now it was going to be there. He did not think the school would be happy with a business there.

Ms. Helen Nicholson, 14 Sheppards Run stated she wanted 60' lots and encouraged replacing the semis with single family homes. She expressed concern about the minor changes the developer wanted such as the park and setback. She said they might be minor in some ways but could be major changes for the people living in the community. The encroachment of the front yards would affect the appearance of the front yards. She had the sidewalk on her side of the street and could park her Hondo Civic in her yard with no more room except her porch and steps.

Mr. David Clark, 90 Sheppards Run stated he believed what was in the plans and in the ability of being able to move up somewhere down the road. He supported a diverse community and did not understand the benefit of reducing the lots except that there was money involved. The developer has a responsibility, as well as HRM, to ensure that the development is diverse in order to move into the future. With regard to the setback, he had the sidewalk on his side and by the time he shovels snow off the sidewalk and driveway, there have been 7' snowbanks that you cannot see over.

Mr. Chris Downey, 60 Beech Tree Run stated that when he moved in, he understood there was the option to move up into a larger house and he was striving for a 60' lot in Phase 3. The original Development Agreement was for 60' lots. There are no 60' lots in Beechville Estates now because they were supposed to come in Phase 3. He was against the proposal and would like to know the reason for the change in lot size.

Mr. Stacey Ingraham, 54 Sheppards Run raised the following points:

- C In reality there are 60' lots there now and that was why people were here tonight, because they want to keep them.
- C He bought into the subdivision because of the school and because of the 60' lots, with the idea of being able to move up. 60' lots have already been lost because of the school. He did not want to move out of the subdivision because the houses are not big enough to fit a growing family.
- C The developer saw the need for 60' lots in the original Development Agreement. Real estate agents have indicated there is a market for 60' lots.
- C There was no disagreement, other than the developer, on whether or not there is a need and demand for 60' lots.
- C The swamp/park is in his back yard. There is not a lot that can be done with it and the Municipality has indicated they do not have the money in any case. By making the swamp bigger and taking away useable parkland does not make sense in a growing community with young families.
- C As to the setback, there have been two winters with a lot of snow and he has run out of places to put it. The 20' includes sidewalk, the car and the driveway.

Ms. Marilyn Chartrand, 168 Sheppards Run stated she was concerned with the safety issue. By reducing lot size, you add more homes to increase traffic. She was concerned with children playing on the road.

Mr. Robert MacPherson, General Manager/Development, Armco Capital Corporation, the applicant, raised the following points:

- C Phase 1 includes 150 lots, Phase 2 includes 237 lots. The final phase, Phase 3, is the main focus of the request for an amendment. Phase 3 originally had 34 60' lots and the request is for 53 40' lots for an increase of 19 lots.
- C The developer was not opposed to large lots; this is a market issue. He provided examples of other subdivisions in other areas of the Municipality with 60' lots that have not sold in three years. In another part of the Municipality, a subdivision entirely comprised of small lots is not selling as it was not the right market and the majority of them have been changed to 60' lots. He identified those communities as Heritage Hills with 60' lots that do not meet market demand and small lots in Morris Lake. He pointed out the proximity of those two subdivisions yet it demonstrates the difference in the demand for 60' lots.

- C Sometimes it is necessary to change a Development Agreement to address market concerns.
- C Real estate agents are an important part of the process but they can be somewhat biased. His company gets its market analysis from its own marketing group and the builders. A builder does not want to build a home that someone will not buy.
- C He did not want to see anything done in the subdivision that would devalue property. Of the 150 lots sold out of a possible 445 lots, the developer is currently the largest stakeholder in the community and still has the most to lose. They would not propose something that would devalue the properties.
- C He expressed disappointment with the builder, Pinnacle Homes, at this time because of the comments expressed. He reassured Community Council that he would address the concerns from the owner of Lot 1. He was not aware of this and indicated that if there are other similar problems, the developer should be contacted. He offered to meet with the owner of Lot 1 after the meeting.
- C Because of the concerns voiced at the Public Information Meeting, the developer worked with staff to make changes to the proposal to try to find a compromise that would still allow the best value in the subdivision without causing grief to the current homeowners. It was decided to put 40' lots in Phase 3 instead of 32'. A 40' lot will allow a conventional style home, is a standard urban size and will fit well within the community.
- C HRM Parkland Planning required that one of the changes to be made was to increase the amount of parkland proportionate to the number of units. Parkland Planning advised that an additional 7100 sq. ft. was required.
- C With regard to the enhancement of Park E, the original Development Agreement called for Park E to be turned over to the Municipality as is. There is a steep bank there. During school construction, material was placed around the perimeter of the park to build a retaining wall so that a level surface could be provided for immediate active space for the community.
- C The area referred to as a swamp is labelled Conservation/wetland. Conservation land is recognized by Planning as a desirable component to a subdivision. There are many subdivisions that seek Conservation lands for protection of wetlands.
- C Parkland for development is five acres per 1000 people. The subdivision will provide 11.7 acres, an increase of 2.6 acres from the original Development Agreement. Open space recognized in the subdivision includes the school site. School sites are accepted open space in the planning process.
- C The overall open space, which includes active and passive parkland, conservation area and general open green space has been increased from 15.7% to 43%.
- C Second access will begin this spring and was supposed to be phased over two to three years. Because of concerns raised at the Public Information Meeting, the access will be completed by mid-summer.
- C Last summer the developer hired students to mow grass and pick up garbage. There was an attempt to block off access to the remaining land to prevent illegal trespassing and dumping of garbage but people keep dumping.

- C Steps have been taken to clean up the appearance of the entrance to the subdivision. With the completion of the second access, further enhancement is envisioned by having the homes built with lawns to add to the green appearance of the subdivision.
- C With regard to people buying into the community with a plan specified in the Development Agreement, that same Development Agreement allows for amendment.
- C Endorsement of a lot gives the ability to sell it. Right now the developer is able to sell 150 lots before connecting the second access. What was requested in the amendment was to be allowed to sell 162 lots prior to the second access. In support of this, a consultant was hired to do a traffic analysis of the intersection. The consultant found that 12 additional units would not adversely affect the traffic capacity of the intersection.
- C Encroachment is not something that is being requested. It is a clarification to help the developer during the building process for the remaining lots and prevent confusion in the future.
- C He asked that Community Council give favourable consideration to Alternative 1, which reads: "...approve the amended Development Agreement including replacing the six semi-detached lots with 12 single lots on States Lane and Loppie Close, as proposed by the applicant".

Councillor Rankin asked for clarification of a 40' lot being a standard urban sized lot in terms of market analysis. In response, Mr. MacPherson stated that 40' is common on the Peninsula. It is based on planning principles of what is a standard lot.

Councillor Rankin pointed out that Beechville Estates was an urban community with water and sewer. Water and sewer gives rise to density.

With regard to Park E, Councillor Rankin indicated he understood that it would be user friendly, would be leveled and had remedial work done. He asked what was the readiness of the park from the street. In response, Mr. MacPherson advised it has vegetation, grass, is level and has somewhat of a beaten trail through it. This was done beyond what was required in the Development Agreement.

Councillor Rankin asked if the Planners commented about the preparation of the land and the readiness of the parks in the context of the Development Agreement. In response, Ms. Ho advised that the original Development Agreement approved in 1997 did not specify a lot of requirements before taking over the park. She quoted from the Development Agreement in this regard.

Councillor Rankin asked for information as to accessibility of school grounds. In response, Mr. MacPherson advised that the school is recognized as open space but not part of the parkland. Regarding accessibility to the school, he was not able to address this.

Councillor Rankin asked what would be the price range on houses with 32' lots and with 40'. In response, Mr. MacPherson advised \$130,000-150,000 for 32' and \$150,000-170,000 for 40' lots.

Councillor Rankin referred to a request from the Homeowners Association relative to affecting some improvements relative to the cuts on the curbs. He asked if the developer was prepared to oblige.

In response, Mr. MacPherson advised that approval would be the only way to allow the ability to increase them and an incentive could be offered based on the number of people to offer a better price through their contractor.

Councillor Rankin asked if there is variation now within existing lots with what was permitted for setbacks. Some lots were allowed to accept the encumbrance of steps and porch but some were not, depending on the Building Inspector.

In response, Ms. Ho advised that Development Services' current interpretation is to permit the front step and a minimum 4 x 4 entryway to encroach within the 20' setback. 20' would be measured from the right of way to the front of the house, not from the front lot line to the first step. Setbacks are based on foundations.

Ms. Deann Babcock, 34 Sheppards Run asked what the developer was predicting for Phase 2 and 3 of Beechville Estates.

Mr. MacPherson responded they did not want to make the same mistake they made in Heritage Hills. Once the services are in the street, laterals and driveway clusters are in, it would mean digging up the street. It would be at the time of beginning the design process that decisions would have to be made.

Ms. MacRea, Stonehill Place asked if Community Council could request to see the marketing plan that the developer put together. With regard to Park E, it is a gravel circle around land that has not been kept up.

Mr. Les Clyke, 48 Stonehill Place said that originally market research would have been done and there must have been need for 60' lots at that time. He noted that 60' lots seemed to be selling in Clayton Park West. Beechville Estates was close to Bayers Lake, as is Clayton Park West. Additionally, he indicated there did not appear to be any garbage cleanup and there was a lot of broken glass, etc. on Park E. If the people in the subdivision do not get what they want, there could be a lot of for sale signs, which will not sell houses. Beechville Estates was an attractive community, more attractive than Glengarry, for instance, and that was a reason for buying in Beechville Estates.

Mr. Graham Downey, Beech Tree Run stated that if you move the houses closer to the street, the snow will be up on the decks when the street is plowed.

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

MOVED by Councillor Adams, seconded by Councillor Meade to close the Public Hearing. MOTION PUT AND PASSED.

Councillor Rankin then made the following statements:

- C The wider community interested him as well as Beechville Estates - that of Beechville/Lakeside/Timberlea. That is how the CDD was drawn up. The range of housing has to be considered not only in Beechville Estates but the whole existing community.
- C He tries to do the right thing for the community but may not be able to satisfy parts of the community all the time.
- C Not many people were around at the creation of the Development Agreement. The land was dormant. It was very problematic to develop. The conservation land adjacent to the road was challenging. That is why he encouraged CDDs throughout the area and that is why there is a range of housing throughout the area.
- C Residents of Glengarry might take offence to speaking negatively about their subdivision, where many lots are 40' and 50' that are well priced.
- C Beechville/Lakeside/Timberlea has both a selling and buying community - a well balanced real estate situation. This is not accidental. Changes will come forward from time to time based on market conditions.
- C 32' lots are very much small lots but 40' is beyond that. There is a difference in price of around \$20,000 to \$30,000 which is not insignificant.
- C People in Beechville have come forward saying they want affordable housing too. This would have to be taken into consideration as a community for all.
- C There are concessions for parkland.
- C This proposal will not diminish the value of houses but could possibly add value which is good housing for everybody.
- C A Real Estate agent will not tell you the whole story - just what is in their interests to tell you.
- C Within the Development Agreement, as in all Development Agreements looking forward, the possibility is there to change the type of housing based on market conditions. The developer is the major stakeholder and it is not in their interests to walk away from important considerations like the market when there is only one third of the subdivision filled.

MOVED by Councillor Rankin, seconded by Councillor Adams to defer in order to have staff and the developer meet with the Residents Association and provide some

reasonable objective analysis to convince why a different type of housing is required rather than 60' lots. Staff to advise Community Council when the developer and Residents Association are ready to come forward with some kind of accommodation and, if there is a lack thereof, also to let Community Council know accordingly.

Councillor Adams raised the following points on seconding the motion:

- C Requests for amendments are always in order and it is incumbent on the developer and the residents to make their case.
- C With regard to the concerns regarding trust, it was important in the discussion, but from a decision-making perspective, it was not something that could be measured. He assured the community that if Mr. MacPherson advised that something would be looked it, it would be.
- C Marketability was not something for Community Council to determine.
- C The fact that approval would mean more lots and more money for the developer should not be a part of the decision.
- C With regard to safety issues, the original Development Agreement was for 448, and now it is 440, then it is less traffic.
- C He would like to have the developer meet with staff and members of the community who stayed for the full meeting. It was unfortunate that some members of the community pre-judged the outcome and left. He supported a deferral.

Councillor Meade stated he was against the deferral. He had been prepared to make a decision at tonight's meeting.

MOTION PUT AND PASSED.

At this point, a 10-minute recess was called. Following the recess, the meeting resumed.

9. **CORRESPONDENCE, PETITIONS AND DELEGATIONS** - None

10. **REPORTS**

10.1 **Case 00404 - Application by Steve Fairbairn to amend the Municipal Planning Strategy for Beaver Bank, Hammonds Plains and Upper Sackville to allow a Commercial Entertainment Use at 991 Beaverbank Windsor Junction Cross Road**

A Staff Report dated January 7, 2002 was before Community Council. A Petition was also submitted at this time in support of the application containing 536 names.

MOVED by Councillor Adams, seconded by Councillor Meade to recommend that Regional Council;

1. Give First Reading to the proposed amendments to the Beaver Bank, Hammonds Plains and Upper Sackville Municipal Planning Strategy and Land Use By-law as contained in Attachment "A" of the Staff Report dated January 7, 2002 and schedule a Public Hearing.
2. Adopt the amendments to the Beaver Bank, Hammonds Plains and Upper Sackville Municipal Planning Strategy and Land Use By-law as contained in Attachment "A" of the Staff Report dated January 7, 2002.

MOTION PUT AND PASSED.

11. **MOTIONS** - None

12. **ADDED ITEMS**

12.1 **Halifax West High School**

MOVED by Councillor Meade, seconded by Councillor Adams to write a letter to the School Board asking if the School Board plans on having any students going to the present Sir John A. MacDonald High School from Districts 22 and 23 go to the new Halifax West High School as it is understood there is room for approximately 400 additional students before it reaches capacity. **MOTION PUT AND PASSED.**

12.2 **Sir John A. MacDonald High School**

MOVED by Councillor Meade, seconded by Councillor Adams to write a letter to the School Board regarding environmental problems at Sir John A. MacDonald High School asking what the future plans are for this high school and what remedies will take place to solve the environmental problems. **MOTION PUT AND PASSED.**

12.3 **Buckingham Drive, Haliburton Heights**

MOVED by Councillor Adams, seconded by Councillor Meade that a letter be written to Department of Transportation relative to the state of the portion of Buckingham Drive which is a dirt road and the number of potholes and request that Department of Transportation take steps to remedy the situation as soon as possible. Further, that this same portion of Buckingham Drive be added to the chip sealing program. **MOTION PUT AND PASSED.**

12.4 **Status Sheet Item - Federal Infrastructure Program - Herring Cove Water and Sewer**

At the request of Councillor Adams, it was agreed to add this item to the Infrastructure Program and take it off the Status Sheet.

13. **NOTICES OF MOTION** - None

14. **PUBLIC PARTICIPATION** - None

15. **NEXT MEETING DATE**

Monday, March 25, 2002.

16. **ADJOURNMENT**

On a motion from Councillor Meade, the meeting adjourned at 9:20 p.m.

Sandra M. Shute
Assistant Municipal Clerk