North West Community Council
June 23, 2011

TO: Chair and Members of North West Community Council

SUBMITTED BY: Ann Merritt, Chair, North West Planning Advisory Committee

DATE: June 1, 2011

SUBJECT: **Case 16877: Amendments to the Bedford South Development Agreement (Neighbourhoods D, E, and Commercial Areas), Bedford**

ORIGIN

North West Planning Advisory Committee meeting – June 1, 2011.

RECOMMENDATION

It is recommended that North West Community Council:

1. Give Notice of Motion to consider the proposed amending development agreement as provided in Attachment A of the staff report dated May 18, 2011, and schedule a public hearing;
2. Approve the proposed amending development agreement as set out in Attachment A of the staff report dated May 18, 2011; and
3. Require the proposed amending development agreement be signed by the property owner within 120 days, or any extension thereof granted by Council on request of the property owner, from the date of final approval by Council and any other bodies as necessary, including applicable appeal periods, whichever is later; otherwise this approval will be void and obligations arising hereunder shall be at an end

BACKGROUND/DISCUSSION

At its meeting on June 1, 2011 the Committee reviewed the proposal to amend the development agreement to permit the development of Road 21 as a private driveway. The existing development agreement requires Road 21 be developed as a public street. The proposed change from a public street to a private driveway requires a substantive amendment to the agreement. The proposed amendments as identified in the staff report dated May 18, 2011 are supported by this Committee.

BUDGET IMPLICATIONS

None associated with this report.

FINANCIAL MANAGEMENT POLICIES / BUSINESS PLAN

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

COMMUNITY ENGAGEMENT

As per the staff report dated May 18, 2011.

ALTERNATIVES

1. North West Community Council may choose to approve the amending agreement, as contained in Attachment A of the staff report dated May 18, 2011. This is the recommended course of action as the proposed amendment meets the intent of Bedford South Secondary Planning Strategy (BSSPS).

2. Alternatively, North West Community Council may choose to approve the terms of the agreement, as contained in Attachment A of the staff report dated May 18, 2011, with modifications or conditions. Some modification or conditions may require additional negotiation with the developer and may require an additional public hearing.

3. North West Community Council may choose to refuse the agreement. Pursuant to Section 245(6) of the *Halifax Regional Municipality Charter*, Council must provide reasons to the applicant justifying this refusal, based on policies of the BSSPS. This alternative is not recommended for the reason outlined in the staff report dated May 18, 2011.

ATTACHMENTS

Staff report dated May 18, 2011.

A copy of this report can be obtained online at http://www.halifax.ca/commcoun/cc.html then choose the appropriate Community Council and meeting date, or by contacting the Office of the Municipal Clerk at 490-4210, or Fax 490-4208.

Report Prepared by: Donna Honeywell, Administration/PAC Coordinator 490-4937

HALIFAX
REGIONAL MUNICIPALITY

P.O. Box 1749
Halifax, Nova Scotia
B3J 3A5 Canada

Item#
North West Planning Advisory Committee
June 1, 2011

TO: Chair and Members of North West Planning Advisory Committee

SUBMITTED BY: Paul Dunphy, Director, Community Development

DATE: May 18, 2011

SUBJECT: **Case 16877: Amendments to the Bedford South Development Agreement (Neighbourhoods D, E, and Commercial Areas), Bedford**

ORIGIN

Application by Clayton Developments Limited to amend the existing Development Agreement for Bedford South (Neighbourhoods D, E, General and Community Commercial Areas), Bedford.

RECOMMENDATION

It is recommended that North West Planning Advisory Committee recommend that North West Community Council:

1. Give Notice of Motion to consider the proposed amending development agreement as provided in Attachment A of this report, and schedule a public hearing;
2. Approve the proposed amending development agreement as set out in Attachment A of this report; and
3. Require the proposed amending development agreement be signed by the property owner within 120 days, or any extension thereof granted by Council on request of the property owner, from the date of final approval by Council and any other bodies as necessary, including applicable appeal periods, whichever is later; otherwise this approval will be void and obligations arising hereunder shall be at an end

BACKGROUND

In 2002, Regional Council approved the Bedford South Secondary Plan (the Secondary Plan) which provides guidance for the development of a new community between Bedford Highway and Highway 102 north of the Royale Hemlocks Subdivision and south of Crestview subdivision. The goal of the strategy is to enable residential and commercial development which is cost effective for the municipality to service.

On March 26, 2009, North West Community Council approved a development agreement pertaining to the development of Neighbourhood D, E, General and Community Commercial areas of Bedford South. The agreement encompassed 146 acres (59 hectares) of land to the east of Highway 102 in Bedford. Specifically, the agreement encompasses the Peakview Way area (new Sobeys complex), the two round-a-bouts and the nearby residential development (Map 3).

The Proposal:
Clayton Developments Limited has requested an amendment to the development agreement to permit the development of Road 21 as a private driveway. The existing development agreement requires Road 21 be developed as a public street. The proposed change from a public street to a private driveway requires a substantive amendment to the agreement. The existing agreement enables the development of several low density housing forms including single, semi-detached and townhouse units. However, the agreement did not contemplate this housing form on a private driveway. As proposed, Clayton Developments Limited is seeking the option to develop Road 21 as either a public street or a private driveway to accommodate a maximum of 28 townhouse units.

The Property:
The subject property (Road 21) is generally described as follows:

- located south of Oceanview Drive, west of Nine Mile Drive, east of Highway 102 and north of Larry Uteck Boulevard;
- lands are vacant and undeveloped;
- located within Neighbourhood E of Bedford South Secondary Planning Strategy (Map 1);
- designated Bedford South Secondary Planning Strategy under the Bedford Municipal Planning Strategy (MPS) (Map 1);
- zoned BSCDD (Bedford South Comprehensive Development District) Zone under the Bedford Land Use By-law (LUB) (Map 2); and
- designated Urban Settlement under the HRM Regional Municipal Planning Strategy.

DISCUSSION

The Bedford South Secondary Planning Strategy (BSSPS) contained within the Bedford MPS sets out direction for development within the Bedford South Master Plan Area. Policy MCP-1 of the BSSPS establishes that development within Bedford South is contingent upon approval of a development agreement in conformance with the Community Concept Plan. When considering

this development application an evaluation of the proposal against the relevant policy criteria of the Secondary Plan is required and is presented as Attachment B.

Upon review of the MPS, the proposal meets the intent of the relevant policies as presented in the proposed amending development agreement (Attachment A). While the proposal is consistent with the MPS, staff has identified the following issues, which must be addressed when considering this application. The following measures have been completed and incorporated into the amending agreement (Attachment A) to ensure compliance:

Private Driveway Development (Option B)
The proposed amending development agreement (Attachment A) provides an "Option B", whereby the subject property may be developed with a private driveway rather than a public street. If developed as a private driveway, all service connections and infrastructure located on the subject property would be privately owned and operated. Snow and waste removal would also be the responsibility of the private land owner(s). Access to the subject property would be provided via a private driveway from Road 22 (Map 4). As per municipal requirements, the private driveway would be equipped with "roll over curb" and subject to National Building code standards for driveway and turning distance.

Ownership
Provided the proposed amending agreement is approved by Community Council, "Option B" will permit the development of a private driveway and a maximum of 28 townhouse units. All development will take place on one parcel of land under a single ownership; a company or condominium association. This development differs from a private road, which is not permitted in accordance with the Regional Subdivision Bylaw, in that the entire area is under single ownership. Private roads typically have multiple land owners using the road thus causing concern with respect to ownership, operation and maintenance. The proposed amending agreement requires single ownership of the entire parcel.

In this case, the applicant has indicated that all townhouse units will be in common ownership under a bareland condominium corporation. A townhouse owner has exclusive use of the property and must pay all costs associated with its operation and maintenance. The owner is also responsible for a portion of the costs of maintenance of all the common elements in the corporation. Common elements and expenses are identified in the condominium corporation's declaration. In this case, some of the common elements may include, but are not limited to, the private driveway, lateral service connections, snow removal and refuse collection.

Parkland
Under the existing public street development option, a walkway is required between the subject property and neighbouring parkland located to the north. This walkway is required due to the total length of the proposed public street. If the property is developed as a private driveway, there will be no requirement for the walkway. Access from the subject property to the parkland will be provided via Nine Mile Drive.

Land Use Options
The Land Use Plan, Schedule B of the existing development agreement (Map 4), indicates that the subject property may consist of townhouse, semi-detached or single dwelling units. Policy RN-3 of the Bedford South Secondary Planning Strategy (SPS) states that lands developed within Neighbourhood E will be developed primarily with lower density residential housing which may include single, semi-detached and townhouse units. Further, the SPS specifies that single unit dwellings shall have a minimum lot frontage of 40 feet, a minimum four foot side yard and a minimum twelve foot separation between buildings. This policy requirement ensures new single unit dwellings are developed in a manner which is similar to the development pattern of nearby neighbourhoods such as Oceanview. As proposed, development of 28 townhouse units satisfies the requirements of Policy RN-3.

Detailed Provisions of Land Use
Section 3.5 of the existing development agreement provides a list of land use requirements for various forms of development. Some of the land use requirements include that no municipal development permit shall be granted for any designated townhouse development unless such development maintains a minimum frontage of 6.10 metres (20 feet). If Road 21 is developed as a private driveway, any subsequent development of the subject property would provide limited frontage as all development would take place on one parcel of land. Provided the private driveway option is chosen, the amending agreement will allow for a reduction of frontage requirements for any designated townhouse development.

Conclusion:
Staff are satisfied that the proposed amending development agreement satisfies the requirements of the BSSPS (Attachment B) and are recommending approval of the proposed amending development agreement (Attachment A) as indicated in the recommendation section of this report.

BUDGET IMPLICATIONS

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

FINANCIAL MANAGEMENT POLICIES / BUSINESS PLAN

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

COMMUNITY ENGAGEMENT

The community engagement process is consistent with the intent of the HRM Community Engagement Strategy. The level of community engagement was consultation, achieved through a Public Information Meeting held on April 18, 2011. A public hearing has to be held by Council before they can consider approval of the proposed development agreement.

For the Public Information Meeting, notices were posted on the HRM website, in the newspaper and mailed to property owners within the notification area as shown on Map 2. Attachment C contains a copy of the minutes from the meeting. Should Council decide to proceed with a Public Hearing on this application, in addition to the published newspaper advertisements, property owners within the notification area will be notified as shown on map 2.

The proposed development agreement will potentially impact (but not limit to) the following stakeholders: local residents and property owners.

ALTERNATIVES

1. North West Community Council may choose to approve the amending agreement, as contained in Attachment A. This is the recommended course of action as the proposed amendment meets the intent of Bedford South Secondary Planning Strategy (BSSPS).

2. Alternatively, North West Community Council may choose to approve the terms of the agreement, as contained in Attachment A, with modifications or conditions. Some modification or conditions may require additional negotiation with the developer and may require an additional public hearing.

3. North West Community Council may choose to refuse the agreement. Pursuant to Section 245(6) of the *Halifax Regional Municipality Charter*, Council must provide reasons to the applicant justifying this refusal, based on policies of the BSSPS. This alternative is not recommended for the reason outlined in this report.

ATTACHMENTS

Map 1:	Generalized Future Land Use Map
Map 2:	Zoning Map and Notification Area
Map 3:	Land Use Plan
Map 4:	Site Plan
Attachment A:	Proposed Amending Development Agreement
Attachment B:	Policy Review (Applicable Policies) - Bedford SPS
Attachment C:	Public Information Meeting Minutes

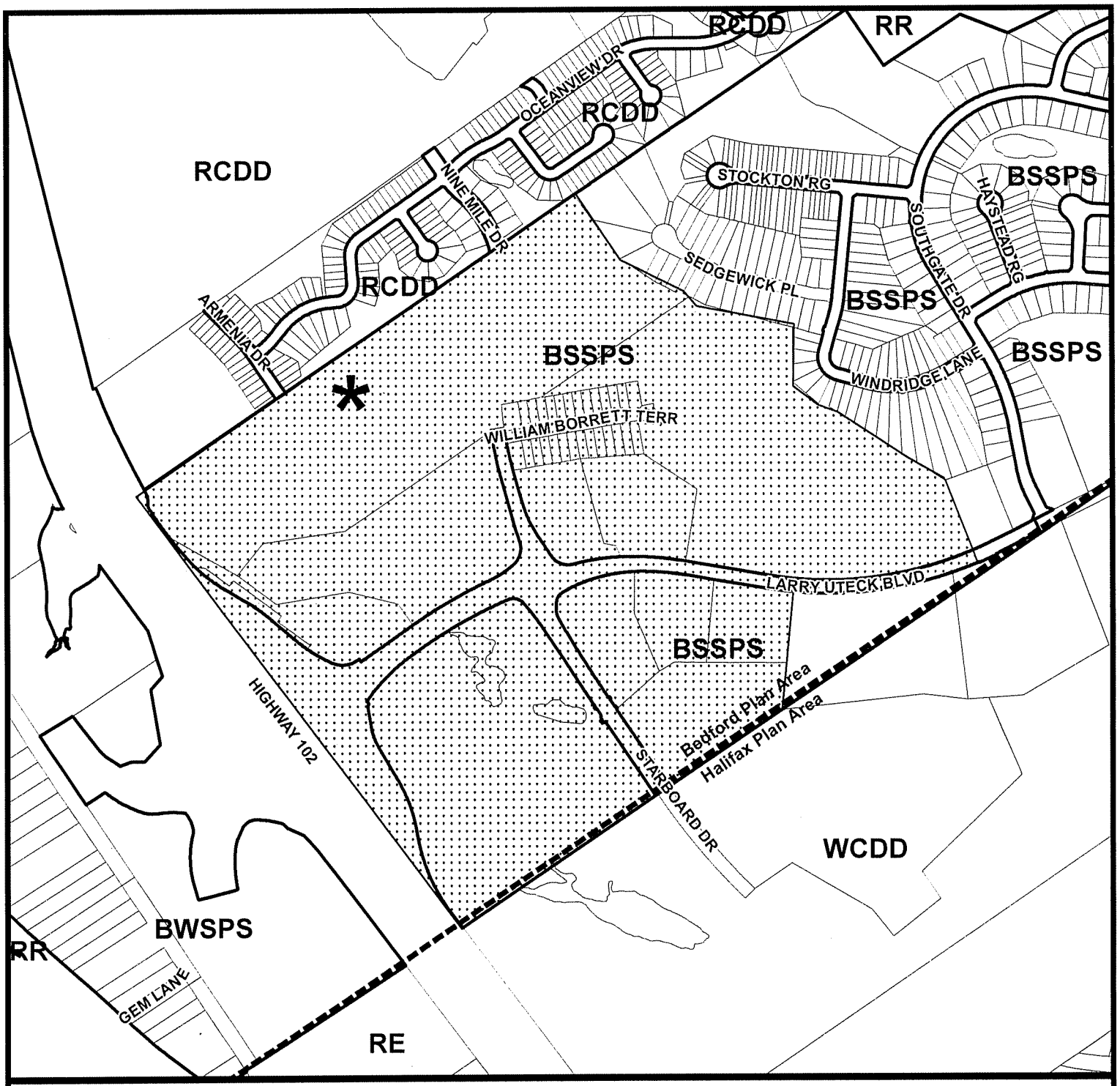
REPORTS AVAILABLE UPON REQUEST

Case 01159 Bedford South Development Agreement for Neighbourhood D, E and Commercial Area.

A copy of this report can be obtained online at http://www.halifax.ca/commcoun/cc.html then choose the appropriate Community Council and meeting date, or by contacting the Office of the Municipal Clerk at 490-4210, or Fax 490-4208.

Report Prepared by: Tyson Simms, Planner 1, Community Development, 869-4747

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



Map 1
Generalized Future Land Use

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Community Development
Planning Services

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Bedford Plan Area

RR	Residential Reserve Zone
RCDD	Residential Comprehensive Development District
BSSPS	Bedford South Secondary Planning Strategy
BWSPS	Bedford West Secondary Planning Strategy

Halifax Plan Area

RE	Residential Environments
WCDD	Wentworth Comprehensive Development District

Existing Development Agreement to be Amended

* Approximate location of Road 21

100 50 0 100 200 300 400 Meters

May 17, 2011

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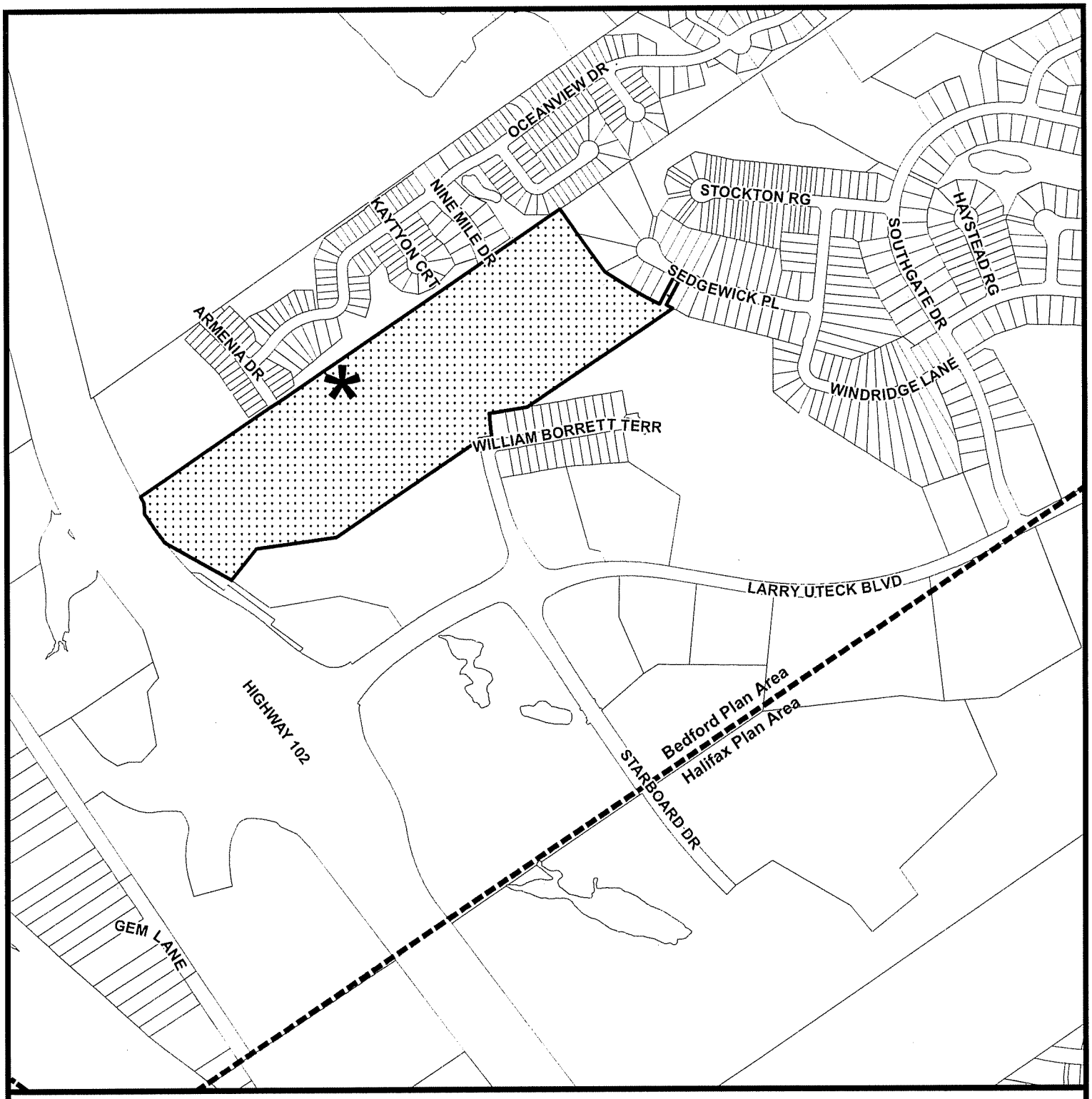

Schedule A
Lands Subject to Amending Agreement

HALIFAX
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Lands Subject to Amending Agreement

* Approximate location of Road 21

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100 50 0 100 200 300 400
Meters

May 17, 2011

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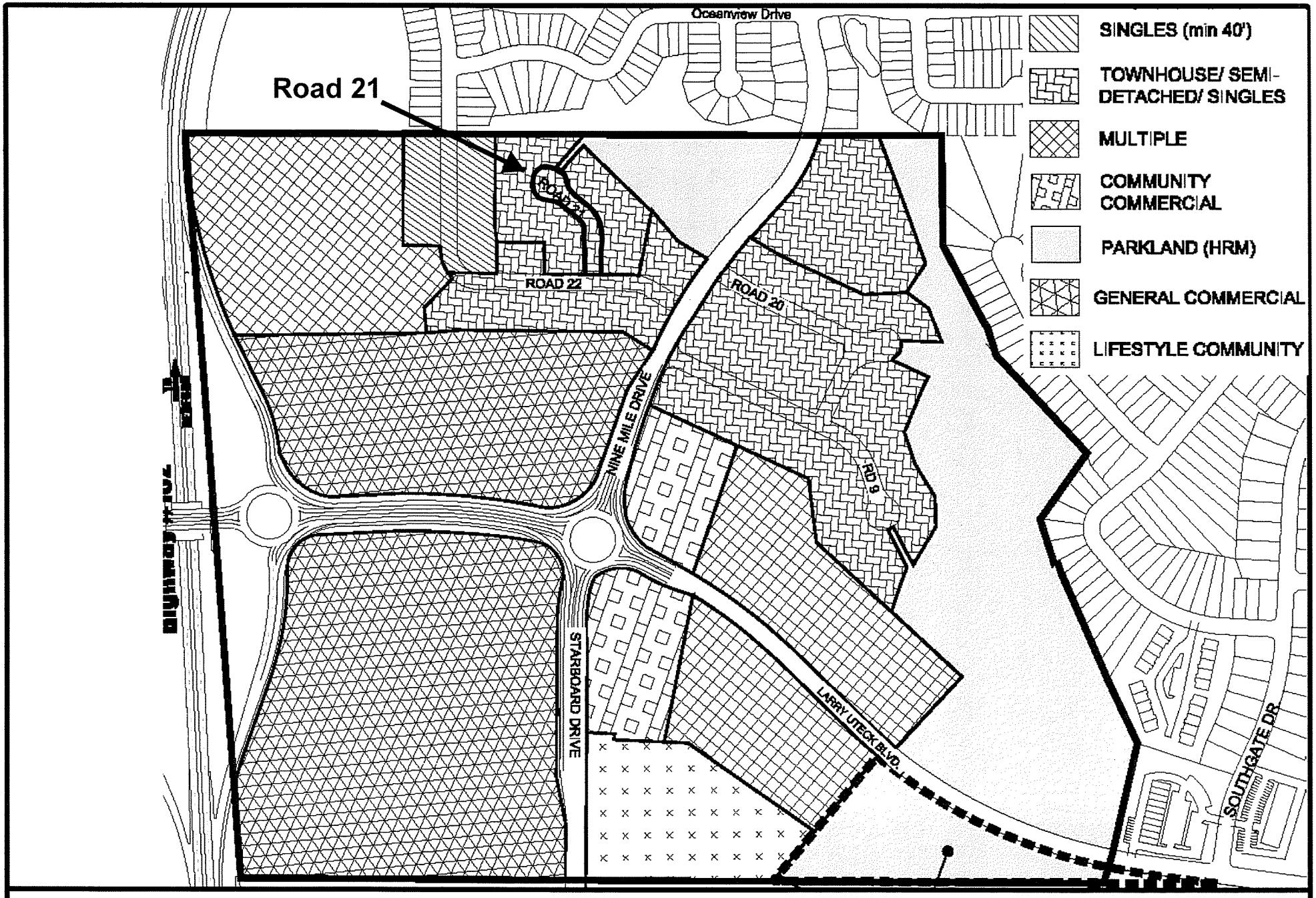

Map 3
Land Use Plan

HALIFAX
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Planning Services

May 18, 2011

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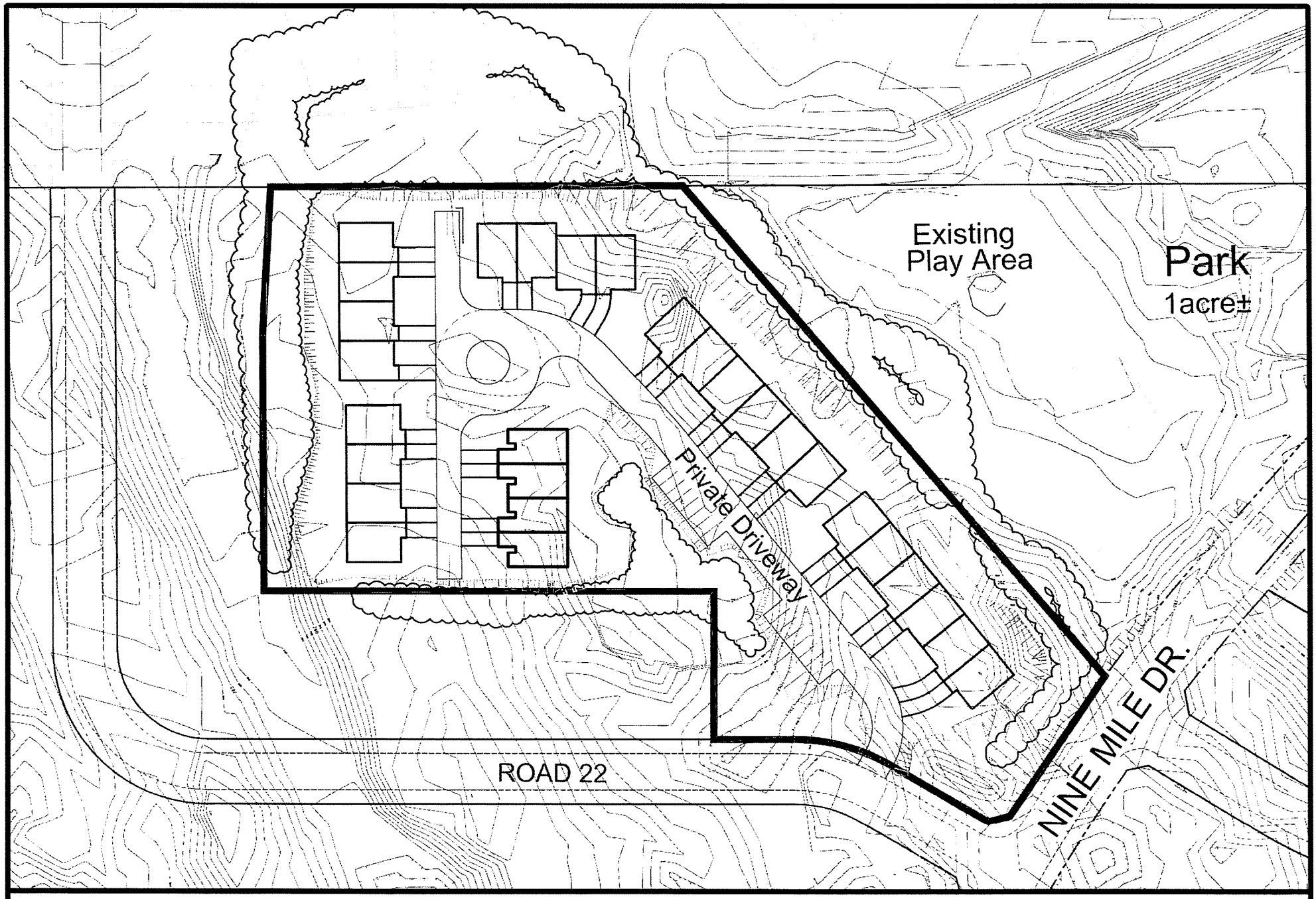

Map 4
Site Plan

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Planning Services

May 18, 2011

HRM does not guarantee the accuracy of any base map information on this map.

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Attachment A
Proposed Amending Development Agreement

THIS AGREEMENT made this day of , 2011,

BETWEEN:

[Insert Name of Corporation/Business LTD.]
a body corporate, in the Province of Nova Scotia
(hereinafter called the "Developer")

OF THE FIRST PART

- and -

HALIFAX REGIONAL MUNICIPALITY
a municipal body corporate, in the Province of Nova Scotia
(hereinafter called the "Municipality")

OF THE SECOND PART

WHEREAS the Developer is the registered owner of certain lands located on the east side of the Bicentennial Highway, in Bedford and which said lands are identified by P.I.D.'s 40834103 as illustrated in Schedule A and further described in Schedule A-1 of this Second Amending Agreement (hereinafter called the "Lands");

AND WHEREAS the North West Community Council approved an application by the Clayton Developments Limited to enter into a development agreement to allow for the development of Neighbourhood D, E and Commercial Areas of the Bedford South/Wentworth Estates Secondary Planning Strategy on the Lands (as described in the Existing Agreement) which said development agreement was registered at the Registry of Deeds in Halifax as Document Number 93658731 on June 24, 2009 (hereinafter called the "Existing Agreement");

AND WHEREAS the North West Community Council approved an application by Clayton Developments Limited to amend the Existing Agreement to enable development prior to the completion of construction of an interchange at Highway 102 and Larry Uteck Boulevard on the Lands (as described in the Existing Agreement) pursuant to the provisions of the Halifax Regional Municipality Charter which said amending agreement was registered at the Registry of Deeds in Halifax as Document Number 95397072 on February 26, 2010 (hereinafter called the "First Amending Agreement')

AND WHEREAS the Developer has requested an amendment to the provisions of the Existing Agreement to permit development of Road 21 as a private driveway to service townhouse dwellings on the Lands (hereinafter called the "Second Amending Agreement");

AND WHEREAS the North West Community Council for the Municipality approved this request at a meeting held on [**insert date**], referenced as Municipal Case Number 16877;

THEREFORE, in consideration of the benefits accrued to each party from the covenants herein contained, the Parties agree to the following amendments to the Existing Agreement:

1. Insert "Schedule B-1: Option B" after "Schedule B: Land Use Plan" and before "Schedule C: Parkland Plan" as attached to this Second Amending Agreement.

2. Insert text "Schedule B-1: Option B" after "Schedule B: Land Use Plan" and before "Schedule C: Parkland Plan" under Section 3.1.

3. Following "Section 3.5.3" insert "Section 3.5.3.A" which states "No subdivision approval or municipal development permit shall be granted for any single/common ownership townhouse cluster or condominium townhouse development except in accordance with the following:
   (a) The total number of townhouse units shall not exceed 28 (twenty-eight),
   (b) Developed on a single parcel of land and;
   (c) Developed in accordance with "Schedule B-1: Option B."

4. Following "Section 3.7.6" insert "Section 3.7.7" which states "Notwithstanding Section 3.7.2, provided Road 21 is developed as a private driveway there shall be no requirement for the walkway, illustrated on Schedules B&C, linking Road 21 with the community park"

WITNESS that this Agreement, made in triplicate, was properly executed by the respective Parties on this _____ day of _____, 2011.

SIGNED, SEALED AND DELIVERED in the presence of:

[INSERT PROPERTY OWNER]

Per:_____

_____ Per:_____

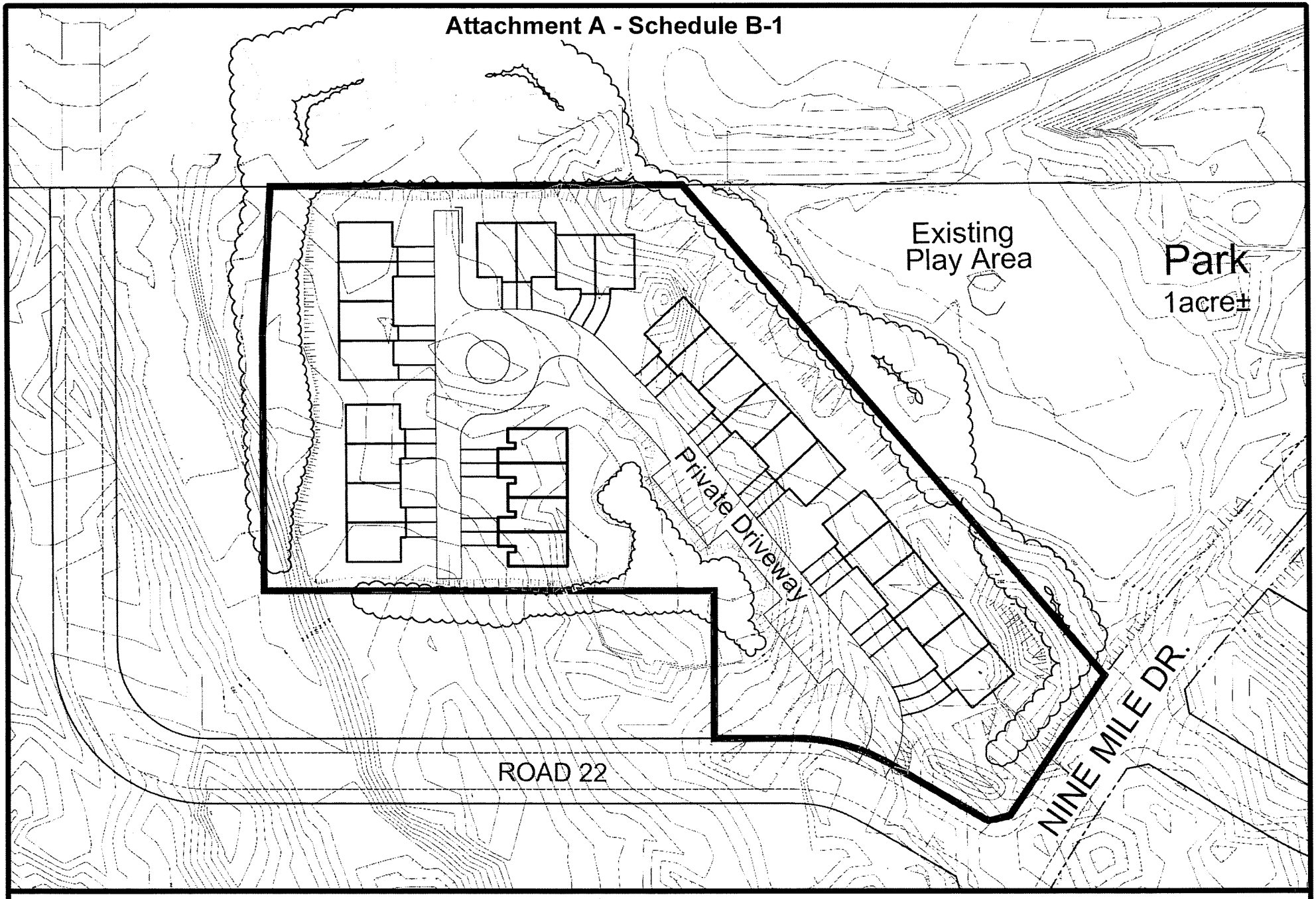
SEALED, DELIVERED AND ATTESTED to by the proper signing officers of Halifax Regional Municipality, duly authorized in that behalf, in the presence of:

HALIFAX REGIONAL MUNICIPALITY

Per:_____
Mayor

_____ Per:_____
Municipal Clerk

Attachment A - Schedule B-1



Schedule B-1
Option B

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May 18, 2011

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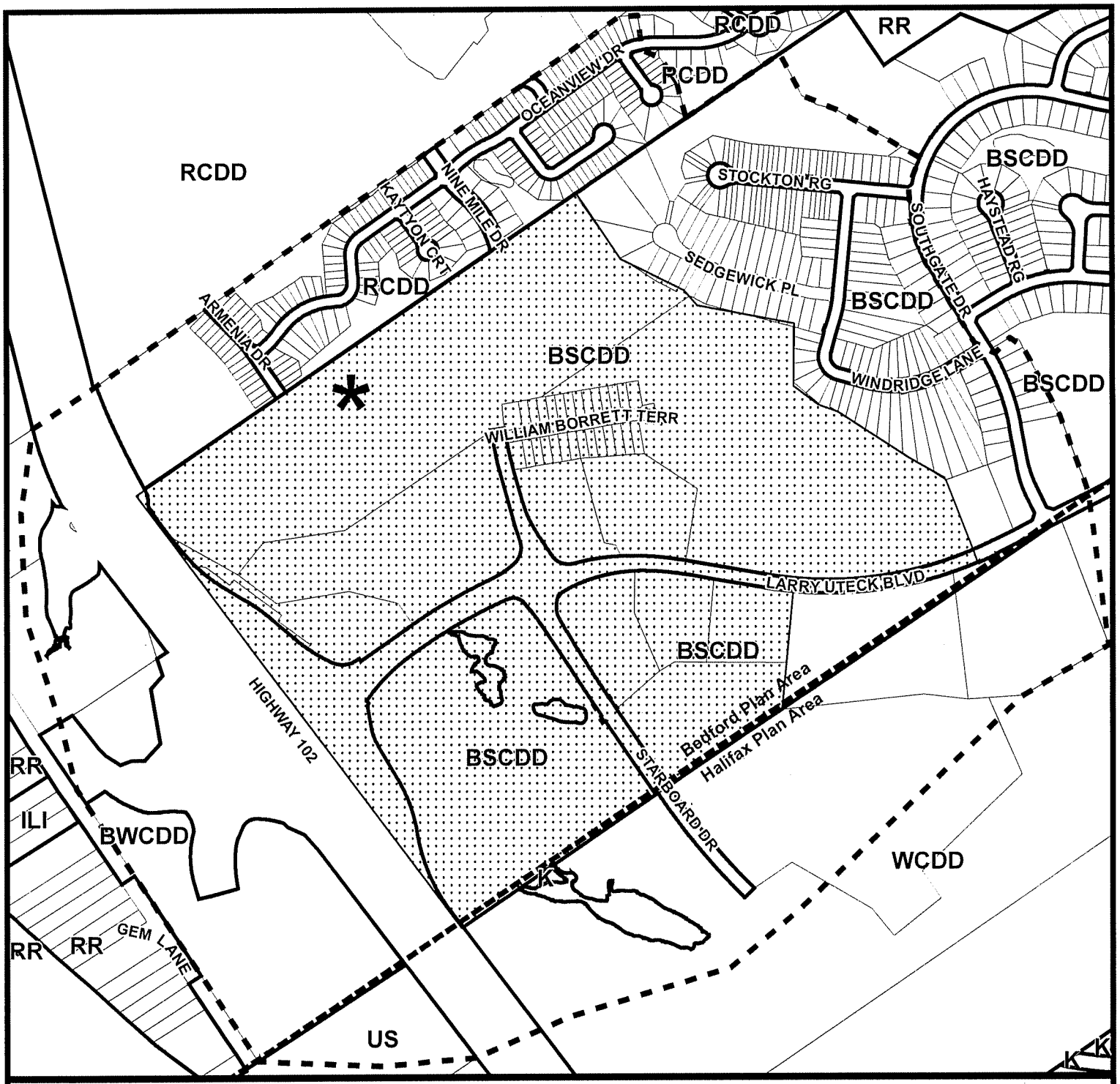

Map 2
Zoning

Notification Area

HALIFAX
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Bedford Plan Area

RR	Residential Reserve Zone
RCDD	Residential Comprehensive Development District
BSCDD	Bedford South Comprehensive Development District
BWCDD	Bedford West Comprehensive Development District

Halifax Plan Area

US	Urban Settlement Zone
WCDD	Wentworth Comprehensive Development District

Existing Development Agreement to be Amended

* Approximate location of Road 21

100 50 0 100 200 300 400
Meters

May 17, 2011

HRM does not guarantee the accuracy of any base map information on this map

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Attachment B
Policy Review (Applicable Policies)
Bedford South Secondary Planning Strategy

Policy Criteria	Staff Comment
MCP-1: The Community Concept Plan, presented as Schedule I, shall form the framework for land use allocation within the master plan area and all policies and actions taken by the Municipality shall conform with the intent of this plan. A comprehensive development district zone shall be applied to all lands within the master plan area and any development of the land shall be subject to approval of a development agreement.	*The proposal and the proposed amending development agreement (Attachment A) is consistent with the Community Concept Plan which enables residential development.*
MCP-2: Unless otherwise specified by this secondary planning strategy, the standards for developments applied under the Municipal Planning Strategy and Land Use By-law shall be preferred under any development agreement application brought forward for approval.	*Standards for development have been prescribed in the existing development agreement and the proposed amending development agreement. (Attachment A)*
P/OS-1: The areas designated as Park/Open Space on Schedule I shall be reserved for active and passive recreational uses, stormwater management and environmental protection. Provided that the area of the designation is not materially reduced, the boundaries of the Park/Open Space Designation may be varied where such changes provide: (i) enhanced protection of environmentally sensitive site features; (ii) more opportunity for preservation of significant aesthetic features; (iii) more suitable lands for active recreational uses; or (iv) a more functional plan system for pedestrians and cyclists.	*The proposed parkland dedication is consistent with the lands pre-designated. Approximately 23 acres (9.3 hectares) are reserved as parkland and open space. In addition, the Developer is constructing a trail and site preparation (Section 3.7 of the development agreement). Additional Parkland adjacent the Lands are being developed by the Province as a new French high school and associated playing fields (4.5 acres) all of which contribute to the overall Park/Open Space requirements.* *If Option B (Private Driveway Development of Road 21) is chosen the walkway linking the subject property and neighbouring parkland to the north shall not be required.*

RN-2: The following matters shall be considered for all development agreement applications within a Residential Neighbourhood Designation:	
a) the density of housing units does not exceed six units per acre within neighbourhoods A, C, D or E;	*The proposed amending agreement does not result in an increase in density. Section 4.5 of the existing development agreement ensures the density of Neighbourhood D and E does not exceed six units per acre per Neighbourhood.*
c) sidewalks and pathways facilitate safe and convenient pedestrian travel to transit stops on the Community Collector Street System, the Community Trail System and to community services;	*Section 4.3 and Schedule I of the existing development agreement ensures compliance with this policy. If developed as a private driveway, a single sidewalk will not be required along Road 21 but this does not impact pedestrian travel as described in this policy.*
e) the allocation of housing and the massing and placement of buildings contributes to a sense of community vitality, energy conservation, surveillance of public spaces and provides an effective integration with established neighbourhoods;	*Under the existing development agreement, lands subject to the amending agreement have been approved for freehold single, semi-detached and/or townhouse development. The proposed amending agreement provided an option to permit a maximum of 28 townhouse units on a private driveway.*
f) building locations, site and architectural design, landscaping, and streetscape elements reinforce the themes of neighbourhood identity, pedestrian scale and compatibility with the natural environment	*The existing development agreement (Section 3.5) ensures compliance with this policy and the proposal does not include any changes to this Section.*
Neighbourhood E: Lands will be developed primarily with lower density residential housing which may include single, semi-detached and townhouse units. Apartment buildings may be considered on lands abutting the Bicentennial Highway provided that a minimum separation distance of 100 feet is maintained between any buildings and the Bicentennial Highway right-of-way. Single unit dwellings shall have a minimum lot frontage of 40 feet, a minimum four foot side yard and a minimum twelve foot separation between buildings.	*The lands within Neighbourhood E are single unit dwellings, townhouses and one six storey multiple unit building on the lands abutting the Bicentennial Highway. Section 3.5 of the development agreement requires a minimum lot frontage of 40 ft, minimum 6 ft side yard and minimum 12 ft separation between buildings for single unit dwellings and a minimum separation distance of 100 ft any building and the Bicentennial Highway right-of-way.* *Provided Road 21 is developed as a private driveway, potential land uses will be limited to*

	townhouse development.

EP-2: No development agreement shall be entered into unless the detailed design specifications conform with the master stormwater management plan approved under policy EP-1.	*The proposed amendments comply with the master stormwater management plan approved under policy EP-1.*
EP-5: No development agreement shall be entered into over lands on which trees have been removed except as may otherwise be required for a bonafide land survey or as may be agreed upon with the Municipality to protect property or ensure safety.	*The lands which are part of this proposal are in a natural state and meet the requirements of this policy.*
MS-1: For sewage flow calculations, the population of the master plan area shall not exceed a gross density of twenty (20) persons per acre. To provide for an equitable distribution of development among property owners, three sub areas are established as illustrated in Schedule "III". Within each area, a maximum twenty persons per acre shall be permitted.	*Section 4.5 of the existing development agreement ensures compliance with this policy and the proposed amending does not impact this Section.*
MS-9: In accordance with the provisions and requirements of the Municipality's Infrastructure Charges Best Practice Guide and Part II of this Municipal Planning Strategy, an infrastructure charge area shall be established under the Subdivision By-law over the area governed by this Secondary Planning Strategy and no development agreement shall be entered until infrastructure charges are in effect. (RC-July 9/02; E-Aug 31/02)	*The Capital Cost Contribution for the Bedford South/Wentworth Estates Master Plan (known as the Bedford South Charge Area) is in effect.*

Attachment C
Public Information Meeting Minutes

HALIFAX REGIONAL MUNICIPALITY
PUBLIC INFORMATION MEETING
CASE NO. 16877 – Clayton Developments Limited – Bedford South, Neighbourhoods E, F, and Commercial Lands

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Monday, April 18, 2011
7:00 p.m.
BMO Centre, 61 Gary Martin Drive, Bedford

STAFF IN ATTENDANCE:	Tyson Simms, Planner, HRM Planning Services Thea Langille, Planning Supervisor, HRM Planning Services Alden Thurston, Planning Technician, HRM Planning Services Cara McFarlane, Planning Controller, HRM Planning Services
ALSO IN ATTENDANCE:	Councillor Tim Outhit, District 21 Councillor Debbie Hum, District 16 Mike Hanusiak, Clayton Developments Limited
PUBLIC IN ATTENDANCE:	Approximately 13

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1. Call to order, purpose of meeting – Tyson Simms

The public information meeting (PIM) was called to order at approximately 7:00 p.m. Mr. Simms introduced his colleagues, Thea Langille, Alden Thurston and Cara McFarlane; Councillor Tim Outhit, District 21; Councillor Debbie Hum, District 16, and the applicant, Mike Hanusiak.

The purpose of the PIM is to identify that HRM has received an application, explain the proposal and the planning process involved, and receive feedback, comments and questions from members of the public.

No decisions will be made at tonight's meeting. Any decisions would be made at a later date by North West Community Council.

2. Overview of planning process – Tyson Simms

The proposal is a substantial amendment to an existing development agreement. The process is as follows: tonight's PIM; staff review (internal/external); staff report with amending agreement prepared; staff report with staff's recommendations forwarded to North West Planning Advisory Committee (NWPAC); NWPAC's recommendation, along with staff report, forwarded to North West Community Council (NWCC); NWCC holds first reading and sets a public hearing date where the proposal would be approved or denied; and finally a 14 day appeal period.

3. Presentation of Proposal – Tyson Simms

This proposal is a substantial amendment to the development agreement for Bedford South, specifically for Neighbourhoods E, F and the Commercial Area. Within that region we've identified Road 21 which is south of Oceanview Drive, west of Nine Mile Drive, and north of Larry Uteck Boulevard.

The applicant has requested to remove Road 21 as a public road to consider a development of 28 townhouse units on a private driveway. The current development agreement recognizes Road 21 as a public road and the text requires each townhouse to have approximately 6.1 metres of public road frontage. The development agreement currently allows the development of townhouses, semi-detached and/or single unit dwellings on this public road.

Presentation of Proposal - Mike Hanusiak, General Manager, Clayton Developments Limited

The applicant is not asking to change the land use of this particular area. The current development agreement permits single family dwellings, semis and/or townhouses. The applicant is looking to either proceed with a public street or a condominium street. The townhouses would be one-storey bungalow style. He referred to Kirkwood Court on Southgate Drive.

The baseline mapping for the Bedford South Master Plan was shown. Each of the areas, A through E, is a separate neighbourhood. Each has a particular theme and density allocation. The land is developed as a result of development agreements negotiated from a broad set of policies. Neighbourhood E is the final neighbourhood (shown on the map) which allows for primarily low density development of singles, townhouses, semis and a small amount of multiple unit apartments.

The commercial property was shown where a street of single family dwellings and a street of freehold two storey townhouses are currently being constructed. The concept plan for Neighbourhood E shows the street with freehold single family dwellings. Another plan from the development agreement for this particular area showed the possibility of townhouses and semi-

detached for that same area. The area has currently been approved for freehold singles or freehold townhouses (2 – 2 ½ storey townhouses). We would like to convert those to a grouping of bungalow style townhouses on a private road or condominium (land base condominium similar to Kirkwood Court). The boundaries for the piece of land have not been expanded.

There is a piece of land that has always been set aside for park (shown). This park comes off of Oceanview Drive and encroaches on the applicant's property. The applicant indicated to the community that they would look to expand, clean and create frontage for the park off of Oceanview Drive when going through the development agreement process. The existing playground area and retention pond were shown as well as the property lines for the development and playground area.

The proposed units look identical to the ones on Kirkwood Court (single storey with walkout basements). The condominium private road was shown with additional parking. Each unit has it's own garage and the capability of parking one or two cars in the driveway.

4. Questions and Comments

Tammy Susko, Bedford, asked how high the multi-unit will be. Mr. Hanusiak said there were two approved four years ago (shown). They only plan to develop one that will either be four or six storeys.

Ms. Susko asked if the city will be maintaining the private driveway. Mr. Hanusiak said it will have the appearance of a public street but the home owners maintain the street through condominium fees.

Reed Holmes, Bedford, asked when Nine Mile Drive will connect through. Mr. Hanusiak said the development officer has control over that. We are entering the final phases. There are no plans to connect this year but if the development officer says go ahead, it could be open by November of next year. There is vacant land at the top of Oceanview Drive and it's been said that if Clayton Developments allows this land owner access through to Oceanview Drive, that particular land owner would not have to access through to Hammonds Plains Road. Clayton is not party to that. It is a decision between that particular developer and HRM.

Mr. Holmes asked if the park area will connect to the condominiums by a path. Mr. Hanusiak said the whole thing will be redesigned. The playground encroaches on Clayton property without consent and does not meet current regulations. The applicant has indicated to the councillor that they will come up with a design and create a proper walking trail (shown). Mr. Simms said the parkland was decided to be allotted for this development through the amendment to the development agreement in 2009. Ms. Langille explained that the overall parkland contribution by the developer was assigned back to the master plans. The selection of the parkland and its location was determined at an earlier date. Mr. Simms noted that typically, the Halifax Charter (or MGA, depending on where you are in the Province) dictates essentially that the municipality

can only require allocation of parkland in the event that subdivision is taking place. In this case, there is one parcel and no subdivision will be taking place.

Councillor Outhit, District 21, asked what the benefit or motivator of going with a private road would be. Will it be communicated well to the residents that it will be built to standard and that it is going to be a private road? Mr. Hanusiak said to build a public street with a low density of 28 units would be very expensive. The street will be built to very strong standards with a full turning radius (enough for a fire truck). The private driveway will keep the price down and create a sense of privacy.

To summarize, the applicant is not looking to change the land use. The proposal is less dense, with single storey units. The existing homes should not see the proposed units as they sit below the treeline.

Ms. Susko asked if this street could turn into rental units. Mr. Hanusiak said the price per unit will be quite high and would be too much for one person to carry as rental property.

Mr. Holmes wondered what the timeline would be. Mr. Hanusiak said depending on the process and approval, by this summer or fall.

Susan Brigham, Bedford, asked if the plans for the park would go ahead if this amendment was not approved. Mr. Hanusiak said yes.

Ms. Brigham asked how many units would be on the property if the amendment does not go through. Mr. Hanusiak said the proposed single storey bungalows have larger lots. The permitted houses are 2.5 storey units and are 22 feet as opposed to 28 feet; therefore probably 30 to 32 units.

Councilor Hum has discussed with residents in the past that bungalows are not being built much anymore due to the land in the area being expensive and the difficulty in getting the return back on the investment. The developer is targeting a large group of people (seniors, people with accessibility issues, etc.) that want the simplicity of having one level homes.

Councillor Hum deals with a lot of issues with private roads and a developer owning the whole road (eg Bedroes Lane). Many people don't look at what is and is not inccluded in buying under a condominium style home or building. Using Bedroes Lane as an example, she referred to the issue of lack of parking (because of it being private road and because of the curb cut). Often times in tighter density development, there is very little curb cut resulting in very little on-street parking for visitors and/or home owners who have more than one or two cars. The design looks like it deals with that. Is the street going to be 60 feet wide? Mr. Hanusiak said it is not so much the width of the right of way as opposed to the width of travel way. The travel way is the same width as a city street. It just doesn't have the 60 foot right of way. Councillor Hum asked if there would be any on-street parking. Mr. Hanusiak explained that every unit has an enclosed garage. Each unit is set back 22 to 25 feet from the travel way which gives sufficient room to park a car

in front of the garage. There is visitor parking provided and belongs to condominium corporation. The driveways are twinned to create more green area.

Ms. Langille said that under the Regional Plan, HRM has basically eliminated the option for private roads. This proposal is a little different. Typically, with a private road you have multiple owners who share parts of that road and figure out how to maintain it. In this situation, and the reason why the municipality is willing to entertain this idea, is because there is one single owner (the condominium corporation). The development agreement would contain clauses to ensure that there is no confusion for the homeowner when it comes to maintaining the road.

Mr. Simms mentioned that when looking at these types of developments, comments are made that the road will look and act like a public street. In essence, the private driveway is classified in such a way that it should be distinguishable from that of a public street so there is no confusion. Mr. Hanusiak said the road will not have curbs, gutters or sidewalks.

Chris Wheeler, Bedford, asked about Nine Mile Drive. You mentioned that it would be the development officer that would dictate when development would proceed there. Mr. Hanusiak said in the development agreement there is a phasing plan. If the development officer says that it is time to build it, then it will be built. Rumor has it that a property owner has a deal with Clayton Developments that when this road is built (shown), the lands behind would be built and there would be no obligation to build a road to Hammonds Plains Road. Mr. Hanusiak ensured residents that Clayton Developments is not party to that. Mr. Wheeler asked if and when the other road is built, will Nine Mile Drive ever be connected. Mr. Hanusiak explained that the 1995 development agreement stated that a certain amount of development was allowed in the Paper Mill Lake area before connecting from Moirs Mill over to Hammonds Plains Road was required. This road has always been an issue. A couple of years ago, there was discussion that this road would be opening at the interchange; therefore, the road to Hammonds Plains Road could be avoided. Clayton took issue with that because they were never asked.

Councillor Outhit said this particular issue is very complex. It is tied up in litigation and everything else that is going on above Moirs Mill. Do the residents really want a potential development at the top of Moirs Mill to also feed out of Oceanview Drive? Also, the residents on Moirs Mill would not be too excited to be connected to Hammonds Plains Road and have shortcutting through their neighbourhood. There is a limit to how many homes can be built before a second access is needed. In his view, Oceanview Drive needs a second entrance now.

One resident asked if the Moirs Mills development agreement has a time limit. Ms. Langille said there is parcel about 25 acres in size that sits at the corner of Hammonds Plains Road and the Bi-Hi that is going through some policy changes. The policies that existed 15 – 20 years ago are a little outdated and don't address the traffic and the environmental concerns. There is some commercial development opportunity at that corner. Councillor Outhit said that does not require a connection to Nine Mile Drive or Larry Uteck Boulevard. The resident asked if Nine Mile Drive could be designed to avoid shortcutting. Ms. Langille said the difficulty lies with the approved development agreement from 1995. There is a time line clause included in the

development agreement that created an option available in 15 years which has already passed. There are legal challenges and some outstanding court matters and the way the development agreement is written does not allow it to be discharged. We are hopeful as a municipality that eventually the area can be properly developed.

Ms. Brigham asked what will happen if the condominium corporation steps away. Ms. Langille said this private driveway is quite different because it is deemed to be a driveway with one single entity. The direction HRM has been giving developers that are looking to explore this development option is that it has to remain in the same ownership. It is not something the municipality has any interest in taking over in the future. Also, there have been quite a few changes to the Condominium Act. Recent amendments have strengthened how condominiums are set up, organized and how these particular matters are dealt with. Mr. Hanusiak said that a condominium corporation is required to set aside monies for maintenance. Mr. Simms clarified that if the intent is to form a condominium corporation, HRM has no jurisdiction or the ability to dictate whether or not this is a rental property or a condominium corporation. That being said, Mr. Hanusiak has communicated that the intent is to create a condominium corporation through the province. If not, it would be a freehold street which is currently approved.

Ms. Susko asked when this would be proposed to community council. Mr. Simms said the next step is to have staff look at the proposal internally. Possibly a report could be submitted to NWPAC next month. Typically, our timelines are anywhere from six to eight months but it is very much dependent on the project and the questions that come out of the internal process and tonight's PIM. A notice will be mailed when this application arrives at NWCC for public hearing. Updated information will also be posted on the website.

Councilor Hum asked if the condominium corporation is formed when 50% plus one of the units has been purchased. Mr. Hanusiak said a condominium corporation is formed right away. The builder owns 100% on shares and as they begin to sell units, the interest goes from 100% to zero.

Kevin Murphy, Bedford, likes what is being proposed. If accepted, would any changes occur during the process? Mr. Hanusiak explained that an engineered plan is being shown and will remain. Development is market driven which may result in developing what is currently approved in the development agreement.

Robert Wooden, Bedford, asked if the applicant is looking for an either/or scenario. Mr. Hanusiak explained that currently singles, townhouses and/or semis can be built along this street, but the applicant would like, in addition, the option to consider the plans shown tonight. Mr. Wooden said the proposal doesn't read as either/or but as a change. Ms. Langille mentioned that as the application progresses, if this continues as an option, then the next notice would reflect that.

Ms. Susko said she does like the bungalow style plan but does not want to see rental properties as it would take down the surrounding property values. She would like to know the measurements of the park. Mr. Hanusiak said the applicant will relay the dimensions to staff. Not

including the storm retention pond, it is probably 2.5 acres. Our intention is to fill the park, seed and sod it, then properly place playground equipment and put a path through it. One resident asked for the timeframe. Mr. Hanusiak said maybe late this summer. Mary Fifield, Bedford, asked if the park is on the applicant's property. The park in her neighbourhood is under a different developer. Are the two parks going to be combined? Mr. Hanusiak said the parkland is all on their property. The plan is to have 400 to 600 feet of frontage on Oceanview Drive. Ms. Fifield asked if they were touching the smaller park. Mr. Hanusiak said that one is not their responsibility.

5. Closing

Mr. Simms thanked everyone for coming and expressing their comments and concerns.

6. Adjournment

The meeting adjourned at approximately 8:15 p.m.