

NORTH WEST PLANNING ADVISORY COMMITTEE

MINUTES

JANUARY 2, 2002

THOSE PRESENT: Delphis Roy, Chair
George Murphy
Gloria Lowther
Tony Edwards
Karen Stadnyk
David Perrier
Jan Gerrow
Councillor Goucher

ALSO PRESENT: Andrew Bone, Planner
Gail Harnish, Admin/PAC Coordinator
Sandra Shute, Assistant Municipal Clerk

Regrets: Ann Merritt

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1. CALL TO ORDER

The meeting was called to order at 7:00 p.m. in the Charles Fenerty Room, Sackville Library, 636 Sackville Drive, Lower Sackville.

2. APPROVAL OF AGENDA

MOVED by Jan Gerrow, seconded by Gloria Lowther to approve the Agenda as presented. **MOTION PUT AND PASSED.**

3. APPROVAL OF MINUTES

3.1 November 28, 2001

MOVED by George Murphy, seconded by Gloria Lowther to approve the Minutes of Public Meeting held on November 28, 2001 as circulated. **MOTION PUT AND PASSED.**

3.2 December 5, 2001

MOVED by Gloria Lowther, seconded by Jan Gerrow to approve the Minutes of Regular Meeting and Public Meeting held on December 5, 2001 as circulated. **MOTION PUT AND PASSED.**

4. BUSINESS ARISING OUT OF THE MINUTES - None

5. CONSIDERATION OF DEFERRED ITEMS

5.1 Case 00393 - Application by ERP Holdings Limited to amend an existing Development Agreement (86-10) for Lot J-3, 175 River Lane, Bedford in order to permit two balconies

A Staff Report dated November 26, 2001 was before the Committee. At the last meeting on December 5, 2001, Andrew Bone, Planner had provided an overview of the application. Because it was necessary to defer this item, the Committee requested to hear the presentation again.

During the course of his presentation with the aid of overheads, Mr. Bone advised the following:

- 29 and 31 Meadowview are the two civic addresses adjacent to the property in question.
- The history of the property as it pertains to the balconies in question.

- The Development Agreement does not specifically speak to balconies but refers to a site plan showing balconies. The developer was allowed to keep the doorway openings as long as he provided a non-climbable barricade.
- Since the building transferred ownership, Mr. Grandy, the new owner, has applied for construction of two balconies.
- Information on surrounding properties which included the amount of vegetation in the area, approximate distances, elevations and sideyards.
- Staff was recommending approval of the application.

Councillor Goucher stated that the one thing that residents have to rely on is what is approved at Council level. He understood that Mr. Grandy bought the building fully aware of the situation with the balconies. It seems like a benign request but to the residents in the area it meant a lot and still does. The balconies have been turned down on a number of different occasions. He acknowledged that things have changed to the point that when someone applies for an amendment now, it is appealable.

Gloria Lowther stated that she attended the Public Hearing at which time a number of people in the area did not want balconies on the back. She felt the Development Agreement should not be changed because the houses are still there. She acknowledged that trees were planted but there were no leaves on the trees in the winter plus there was the distance involved from the houses to the building.

Tony Edwards stated that the taxpayers of Bedford paid for a Supreme Court decision on this matter. He was sure there was more to the decision than just that the balconies were not approved at first. He was opposed to a change in the agreement.

Karen Stadnyk said she looked at the request in terms of both the residents in the area and the applicant. She questioned if there was information as to whether or not the lack of balconies has impacted on renting the apartments. She expressed concern that there was an ability to go to Court if necessary to get what you want. She was against the application because there was a Development Agreement in place and she did not think there should be a change.

Councillor Goucher indicated there had been a compromise because there was a change in the plan. Part of the compromise was that no balconies would go on the back of the building.

Delphis Roy noted that in the Minutes of the Public Information Meeting, there were two names that kept appearing against the application. He asked why those people were not in attendance at this meeting. In response, Councillor Goucher advised that the people had asked him if they should come but he advised them that the Minutes would reflect their comments as well as the events of the last ten years.

Delphis Roy asked how many people were concerned with the proposal, other than the Hines. In response, Councillor Goucher advised there were a lot of people on the street who were concerned but pointed out that in the final analysis, the one thing that was agreed to was no balconies on the back. The residents did not want the apartment building there to start with and the balconies were a compromise.

David Perrier asked why the balconies were being proposed now. In response, Councillor Goucher indicated that when the owner called him, he indicated the apartments were becoming increasingly more difficult to rent because there are no balconies.

David Perrier referred to the door at the back of each apartment which is blocked. He said it looked as though the intent was to try to pursue construction of the balconies.

In response to David Perrier's comment, Mr. Bone advised that the negotiated Development Agreement did not have units facing the back with balconies. When the plans came in, there were units on the back and front with balconies wrapping around on the ends and on the back. The balconies on the ends were chopped off so they did not protrude around the back. The Town allowed the doors to remain provided there was a non-climbable barrier across them. The doors go outward so they are not possible to open but there is nothing that would restrict the owner from reversing them so that they open inward.

David Perrier asked if it would be possible to have a small balcony about 2' wide. In response, Mr. Bone advised this would require a minor amendment to the Development Agreement similar to the process now being followed. The applicant was asking for a 6' x 8' balcony at this time. Balconies on the rest of the building are 8' x 12'.

Both Jan Gerrow and Gloria Lowther agreed that the Development Agreement was approved without balconies on the back for a reason.

Earlier in the meeting, Committee members agreed that Mr. Phillip Grandy, the applicant, could speak with regard to his application.

Mr. Phillip Grandy raised the following points:

- As far as Councillor Goucher's statement was concerned that he had full knowledge of the history of the building before he bought the building, he had a copy of the Development Agreement wherein there is absolutely no mention of anything with regard to balconies.
- The lawyer did research and found that the balconies were placed there by the previous owners without the appropriate permits and Council forced them to remove them through a Court Order.

- The file on the whole issue of the property is not clear. He congratulated Mr. Bone for digging up the amount of information he had. The Minutes of meeting with regard to this Development Agreement are lacking in some areas and missing in others.
- The deal closed on the building on February 25, 2000. He decided in 2001 to make an application for the balconies because the two apartments are difficult to rent. The application was made on August 9, 2001 and, on the advice of Mr. Bone, he introduced himself to the residents of Meadowview and Councillor Goucher.
- Since the purchase of the building, the water bill has tripled - from \$573 to \$1600. He did not apply beforehand because the two apartments were rented and the tenants then were paying \$175 a month less per apartment than what he is getting for apartments with balconies. When the tenants moved out in August, the apartments were vacant for three months and he further reduced the rent to \$500 per month. There was a total loss of income on the two apartments equal to the cost of his water bill.
- He saw the site plan for the first time tonight which indicates the two proposed balconies. If you read the Development Agreement, it does not specify anything with regard to balconies whatsoever.
- This is his first application and he has followed the process as required. He was asking to maintain his business with ever-increasing tax and maintenance bills. The property does not receive services such as snowplowing or garbage collection.

Mr. Bone, with regard to the absence of services stated by Mr. Grandy, advised that the apartment building is on a private road where the owner is responsible for those services.

Councillor Goucher then asked Mr. Grandy if he was aware, when he bought the building, that balconies were not permitted on the back of the building. In response, Mr. Grandy advised that he was told, through access to the Court Order, that balconies had been put on the back of the building without appropriate permits.

Councillor Goucher pointed out that the Development Agreement goes with the land; it does not matter who owns it.

Mr. Grandy again stated that the Development Agreement does not talk about balconies on the back of the building. He never had access to the plan, nor did Planning Department until the last month or so.

MOVED by Karen Stadnyk, seconded by Gloria Lowther to recommend that North West Community Council reject the application to amend an existing Development Agreement (86-10) to permit the addition of two balconies at 175 River Lane. MOTION PUT AND PASSED.

5.2 Moirs Mill Infilling

Councillor Goucher brought Committee members up to date on the Sobeys' proposal to infill about 70% of the pond. Subsequently, he advised that the community had good reasons why this should not happen. He outlined those reasons.

Councillor Goucher advised that since the whole issue lies now in the hands of the federal government through Fisheries and Oceans, Environment and through the Beaches Act and Navigable Waters Act through the province, Bedford Waters Advisory Committee has been asked to sponsor a meeting which would allow the community to have first hand access to information from Sobeys and allow elected officials - federal, provincial and municipal - to ask questions on the proposal. Since Sobeys asked to have an independent Moderator, Councillor Gary Hines from District 2 - Waverley/Dutch Settlement - has agreed to do this.

The meeting will take place at 7:00 p.m. at Basinview School, Bedford on Monday, January 14, 2002. Councillor Goucher will be arranging for a newspaper advertisement and signage.

Discussion took place on this matter.

5.3 **Transportation and Roads**

Delphis Roy explained that there seemed to be some discrepancy as to who owns Beaverbank Road. This led him to wonder who actually had jurisdiction over Beaverbank Road plus numerous other roads in the Municipality and, as well, where new roads were planned for the future. Following discussion, Councillor Goucher agreed to ask North West Community Council to send a letter to Department of Transportation and Public Works, as well as HRM's Public Works and Transportation, requesting a map showing long-term planning, both provincially and municipally, with regard to major roads and, as well, a map that currently defines servicing on these roads and who is responsible for maintenance and upgrading. This would entail roads in the North West area of the Municipality at least.

5.4 **Bedford Barrens**

Tony Edwards read a proposed motion regarding the Bedford Barrens and provided a rationale for same. He advised that this issue has been dormant for awhile and he wanted to raise awareness among elected officials that it has been a subject of federal/provincial legislative action, as well as municipal, but nothing is happening.

Discussion took place on the proposed motion which included the following:

- The Special Places Protection Act.
- Whether or not this matter should be referred to Heritage Advisory Committee.
- The trilingual plaque has not been located at the site.

- Over time, the petroglyphs will disappear because of acid rain.
- There are 90 acres altogether. The province exchanged 30 acres which is protected. Reddens built on 30 acres. About a third is left.
- It appears there is no one in charge.
- There might be reasons why the Barrens have been left - to not draw attention to the area.
- Whether or not the motion is to now draw attention to the area and use the land in a passive manner. The whole concept originally was to protect the petroglyphs.

MOVED by Tony Edwards, seconded by Councillor Goucher to forward the recommendation to North West Community Council with the additional recommendation that it also be forwarded to Heritage Advisory Committee. MOTION PUT AND PASSED.

6. CAPITAL COST CONTRIBUTION POLICY

A Presentation was made by staff on this item at a Joint Planning Advisory Committee meeting held on December 13, 2001. Three members of North West Planning Advisory Committee had been in attendance. The Committee was being asked for feedback at this time.

Tony Edwards stated he was not in favour of the proposal because if \$3-5000 is added to the price of the lots, then in future years the cost of the property will reflect on already existing properties by raising the overall assessments because older properties will sell at a relatively higher value.

Councillor Goucher, speaking as a resident, stated that it was not only to pay for the infrastructure, as opposed to everyone paying for it, but it was to pay for oversizing infrastructure that can deal with development as it proceeds instead of having to dig up all the time. It is incumbent on the developer to pay and the people who move there would end up paying through lot levies.

Jan Gerrow stated it should be across the Municipality because if it is not, it could encourage sprawl. She expressed concern with the narrow focus, however, because there was much more to a community such as recreation and schools.

Karen Stadnyk stated that she could see the point of compromise, getting people into new houses with lot levies and not having them move further out. She acknowledged that costs were going to increase over the years and there was going to be sprawl. She agreed with the proposal, it was fair to do it in the community to be developed but it was unfair to people in the periphery who do choose to have more of a country lifestyle. They could be hit with bigger costs in the long run.

Delphis Roy stated that it was necessary to be careful that when a subdivision goes in, way down the line when sewer comes in for that subdivision, the sewer has to be capable of handling it. There has to be enough revenue received from the building of a subdivision to pay for what is required in the future. Any subdivision that can be hooked onto water should be. If services are provided, then people should be willing to pay for them.

Gloria Lowther said that she was concerned that it was not covering enough to ensure that a developer pays 100% for the area in which he develops because it is a benefit to that developer. She was also concerned about holding zones and what criteria there is in saying who would get the nod to develop. It seemed that whoever is closest to the source of the servicing is the one who is allowed to develop.

Gail Harnish agreed to pass the Committee's comments along to the appropriate staff. Otherwise, Committee members can e-mail or fax additional comments.

7. **STATUS UPDATES**

7.1 **Monthly Status Sheets**

For information purposes. A number of queries were answered about certain projects.

8. **NEW BUSINESS** - None

9. **NEXT MEETING DATE** - February 6, 2002.

10. **ADJOURNMENT**

The meeting adjourned at 9:00 p.m.

Sandra M. Shute
Assistant Municipal Clerk