

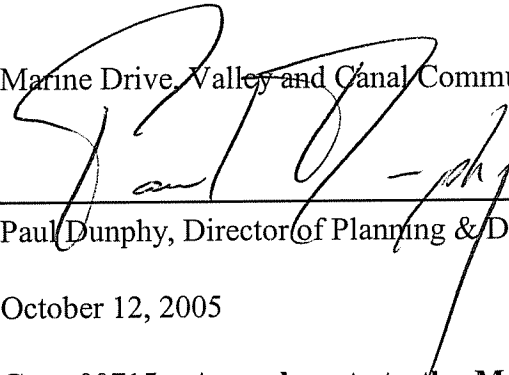


PO Box 1749
Halifax, Nova Scotia
B3J 3A5 Canada

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Marine Drive, Valley and Canal Community Council
October 26, 2005

TO: Marine Drive, Valley and Canal Community Council

SUBMITTED BY: 
Paul Dunphy, Director of Planning & Development Services

DATE: October 12, 2005

SUBJECT: **Case 00715 - Amendments to the Monarch/Rivendale Development Agreement, Beaver Bank**

ORIGIN:

An application by KVM Consultants on behalf of Ramar Developments & Barrett Enterprises Limited.

RECOMMENDATION:

It is recommended that Marine Drive, Valley and Canal Community Council:

1. Move notice of motion to consider amendments to the Monarch/Rivendale development agreement and to schedule a public hearing;
2. Approve the proposed amendment to the existing development agreement to enable an increase of 20 lots, the removal of road reserve "H", and the allocation of parkland funds as described in Attachment A of this report.
3. Require the amended development agreement be signed within 120 days, or any extension thereof granted by Council on request of the applicant, from the date of final approval of said agreement by Council and any other bodies as necessary, whichever is later, including applicable appeal periods. Otherwise this approval shall be void and any obligations arising hereunder shall be at an end.

BACKGROUND:

Existing Policy and Existing Development Agreement

The Beaver Bank, Hammonds Plains, Upper Sackville Plan Area is subject to residential growth restrictions which limit subdivision development to a maximum of twenty lots per four year period¹ in accordance with Policy P-2. The MPS policies applicable to this proposal are reproduced as Attachment B to this report.

Larger scale subdivisions, having potential to develop at a faster rate and place high demands on community services, infrastructure and the environment may only be considered by rezoning to the CDD (Comprehensive Development District) Zone. Within a CDD zone a developer is required to enter into a development agreement which provides a higher degree of control over certain aspects of a development and requires comprehensive planning by the developer (Policy P-4).

In May of 2001, Council approved an expansion of 140 lots to the Monarch and Rivendale subdivisions by rezoning approximately 302 acres (122 ha.) of land located east of the Beaver Bank Road and north of Duck Lake Brook (*see Maps 1 and 4*) to CDD and entering into a development agreement. The agreement:

- is with developers; Ramar Development Limited and Barrett Enterprise Limited;
- enables subdivision growth at a rate greater than 20 lots per 4 year period;
- permits up to 140 single unit residential dwelling lots with on site-wells and septic disposal fields within an area where the existing development pattern is characteristically large rural type residential lots averaging 2 acres (0.8 ha) in size.

The overall expansion encompassed five phases. To date, Phases 1 and 2 have been completed. Future phases 3, 4 and 5 will provide the connections of Rebecca Drive, Kenneth Drive, and Amedee Drive to Galloway Drive and the Beaver Bank Road (*refer to Map 2*).

The Proposed Amendments:

The application is to amend the existing development agreement to enable:

- an increase in the number of permitted lots from 140 to 160; and
- removal of "Road Reserve H" to the "Lands of Grove Building and Realty Limited".

Public Information Meeting and Property Notification

A Public Information meeting was held on September 29, 2004. The meeting outlined the proposed amendments to the Monarch/Rivendale development agreement and a summary of this meeting is

¹ per area of land that was in existence on or before October 17, 1998. This rate of growth is stipulated in the Municipal Planning Strategy for Beaver Bank, Hammonds Plain and Upper Sackville and implemented by the Subdivision By-law as a residential growth management tool.

provided in Attachment C of this report. Notification for this meeting was distributed by standard mail to owners of properties shown on Map 3.

Halifax/Halifax County Watershed Advisory Board

The proposed amendments do not alter the boundaries of the existing agreement, any watercourses within the existing agreement nor the Stormwater Management Plan. Therefore, the proposed amendments were not referred to the Halifax/Halifax County Watershed Advisory Board.

DISCUSSION:

Any proposed amendments to the existing Monarch/Rivendale development agreement are subject to Policies P-4 (CDD Policy) and P-137 (general implementation policy) of the Beaver Bank, Hammonds Plains, Upper Sackville Municipal Planning Strategy. The following is an evaluation of the proposed amendments in relation to applicable issues and policies (see Attachment "B").

Additional Lots

The development agreement enables a maximum of 140 lots. At the time of negotiating the agreement in 2000, the original lot yield was based on a sampling of test pit information. Testing has now been completed for the entire area and based on this information, a greater lot yield is evidently possible than what was originally anticipated. Consequently, the developers have requested an additional 18-20 lots to maximize lot yield based on minimum lot size requirements of the Department of the Environment and Labour. It is the opinion of staff that if a higher lot yield was anticipated in 2000 the maximum number of lots in the existing agreement would have reflected this higher number (i.e., 160 lots).

However, in consideration of a lot increase the relevant provisions of Policy P-4 and P-137 must be considered. These policies seek to minimize potential for new developments to negatively impact capacity of municipal services, environmental conditions, and adjacent residential areas. Staff's assessment is provided below:

Impact on Municipal Services

The proposed additional 20 lots would have no adverse effect on school, recreation and community facilities. With respect to the traffic impact, increasing traffic pressures along Beaver Bank Road are widely recognized. A traffic impact analysis was prepared by Atlantic Road and Traffic Management to estimate the trips generated by an additional 20 lots and to assess their impact on the surrounding road network. Staff has reviewed the analysis and concur with its findings *"that with the development of Phase 5 an additional access to the Beaver Bank Road will be provided by way of Galloway Drive. This will enable a distribution of traffic to three entrance/exit points of the subdivision and the addition of the number of trips during the AM and PM peak hours is not expected to have any significant impact on the performance of the intersection or road section."*

Further, staff recognizes the accumulative effect that the development of additional subdivision lots will have on the Beaver Bank Road. This is a matter that will be addressed in the Regional Plan. In the meantime, the proposed additional 20 lots will not have an adverse effect on the existing traffic flows within the subdivision or along Beaver Bank Road. In addition, the allowance of the additional 20 lots will provide connection of Galloway Drive to Kenneth and Rebecca Drive in the near future.

Site Conditions and Overall Layout

The proposed lots are located within the boundaries of the existing development agreement and distributed throughout future Phases 3, 4, and 5. Soil conditions in this area are suitable for residential development as previously determined under the existing development agreement. The additional lots are proposed to be subdivided using the previously approved street and general lot pattern and will adhere to provisions of the existing development agreement to ensure minimal impact on existing residential neighbourhoods and the natural environment.

Road Reserve "H"

The existing agreement requires the construction of road reserves to abutting parcels of land be provided in such a manner as to not prejudice the development of adjacent lands in accordance with the Municipal Service Systems Specifications. Specifically, Section 2.3.8 (m) of the agreement requires a road reserve (labeled as Road Reserve H on Map 4) to ensure future access to the Lands of Grove Building and Realty Limited located along the northern boundary of the subject lands.

Road Reserve H is approximately 175m (575 ft) in length and requires the crossing of Box Mill Brook. The developer has requested staff to reevaluate the need for this road reserve given the cost associated with constructing a road, given that sufficient access can be provided from the future extension of Rebecca Drive. Mr. Grove has indicated in writing (Attachment D) that Road Reserve "H" is not required for access to his lands and that the access from Rebecca Drive is sufficient to develop his lands when he chooses to do so.

It has been determined by staff the removal of Road Reserve "H" is consistent with MPS policies and the Municipal Service Systems Specification provided the road reserve off Rebecca Drive is constructed and deeded to HRM prior to the removal of Road Reserve "H". Therefore, staff is recommending the agreement be amended to enable the removal of Road Reserve "H" once the road reserve off Rebecca Drive is completed. The proposed amendment is described in Attachment A of this report.

Traffic Lights

Section 2.3.9 (q) of the existing development agreement requires the developers to provide a 6% cost contribution to future traffic signals for the intersection at the Beaver Bank Road and the Beaver Bank/Windsor Junction Cross Road. The agreement stipulates that the contribution be returned to the developers on January 2006 if the installation of the traffic signals has not occurred as of January

01, 2006. The traffic signals will not be installed by this date and the developer has agreed to a 3 year time extension of their contribution. Staff supports this proposal and recommends a revision to Section 2.3.9 (q) as described in Attachment A.

Allocation of Parkland Funds

Section 2.3.9 of the existing agreement requires a maximum contribution of \$10,000 for the development of a 5 foot (1.5m) wide trail within the Conservation Area (*refer to Map 4*). Further, the agreement enables these fund to be allocated to the Joan Drive Neighbourhood Park. In 2004, the Joan Drive Neighbourhood Park was developed with walking trails without the use of these funds.

In addition to the Joan Drive Neighbourhood Park, HRM Real Property and Asset Management and the Monarch Rivendale Community Association are developing the Rivendale Drive Community Park (shown as Park-1 and Park-2 on Maps 2 and 4). To ensure the required \$10,000 contribution is used where needed, staff is recommending an amendment to the existing agreement which enables the allocation of these funds to either the Joan Drive Neighbourhood Park or the Rivendale Drive Community Park (Park-1 and Park-2).

BUDGET IMPLICATIONS:

None.

FINANCIAL MANAGEMENT POLICIES / BUSINESS PLAN:

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

ALTERNATIVES:

The following alternatives may be considered by Community Council:

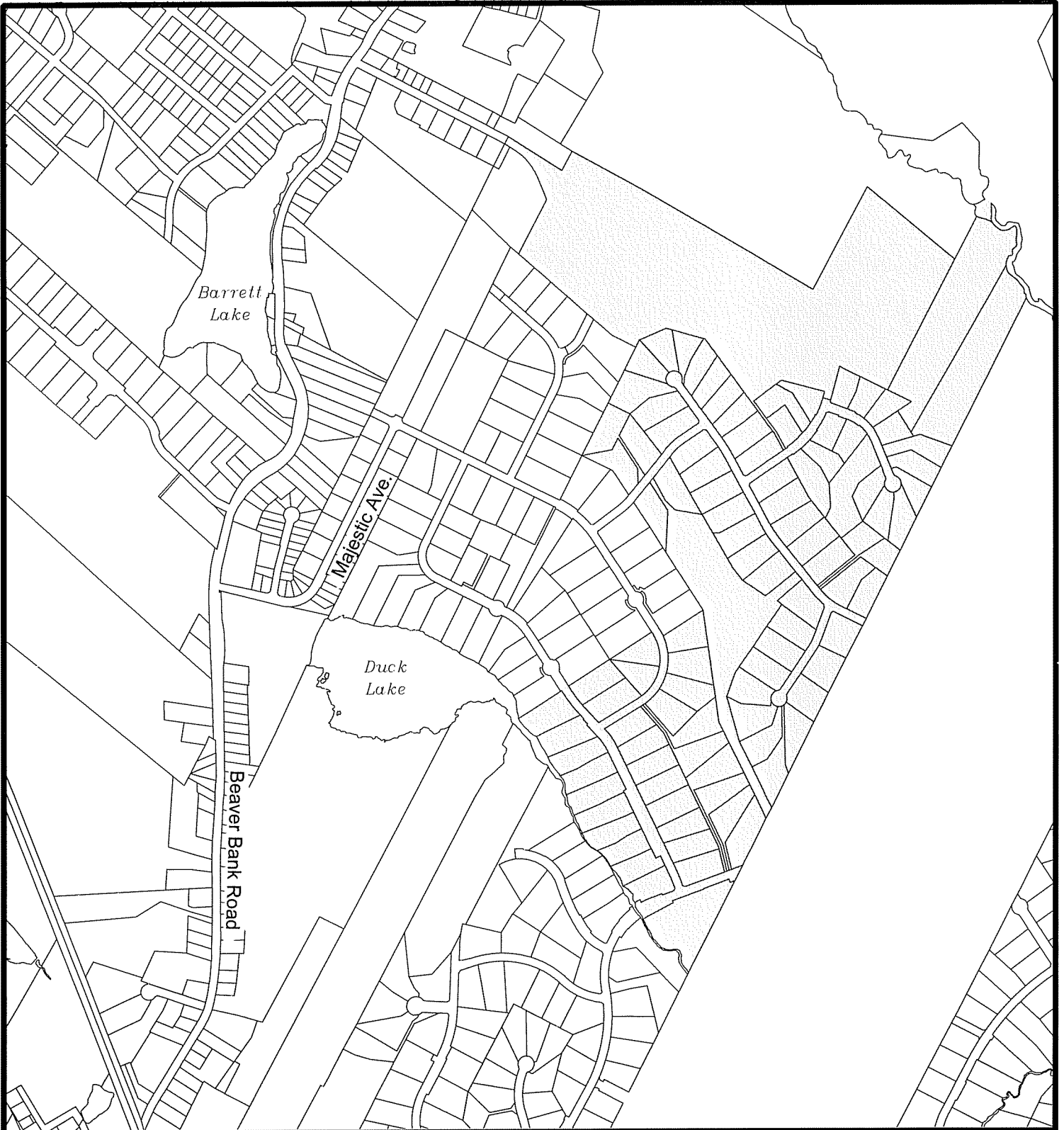
1. Council may approve the development agreement as set out in Attachment A. This is the recommended alternative.
2. Council may choose to reject the proposed agreement giving specific reasons. This alternative is not recommended, as staff advise the proposed agreement satisfactorily complies with the policies and intent of the MPS.

ATTACHMENTS:

- Map 1: Lands of the Monarch Estates and Rivendale Subdivision
Map 2: Phasing Plan
Map 3: Notification Area
Map 4: Original Concept Plan
Attachment A: Amendment to Existing Development Agreement
Attachment B: Excerpt from the Beaver Bank, Hammonds Plains, Upper Sackville
Municipal Planning Strategy
Attachment C: Minutes of the Public Information Meeting - September 29, 2004
Attachment D: Letter from Mr. Edward Grove
Attachment E: Letter from Ross Sheppard

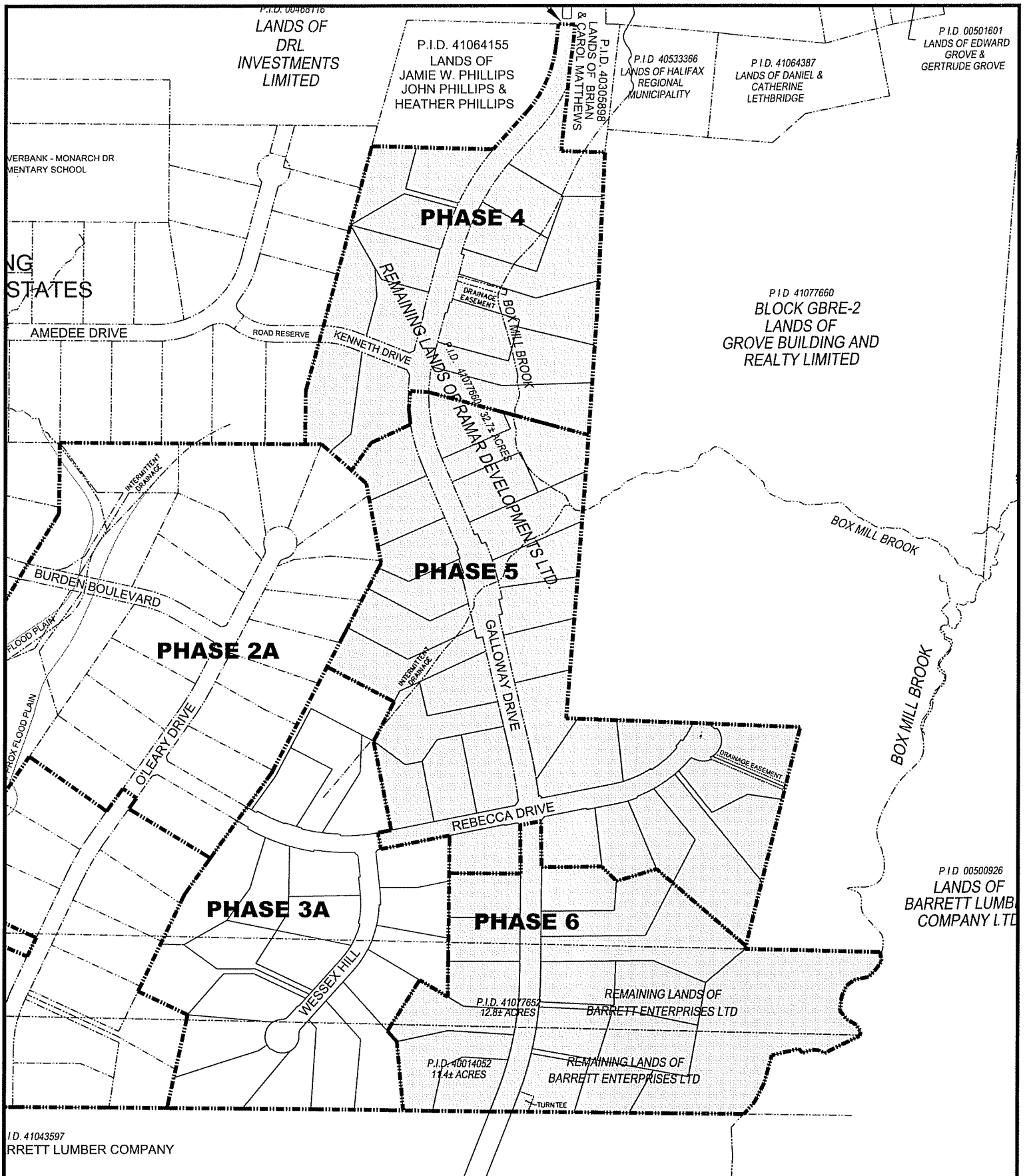
Additional copies of this report, and information on its status, can be obtained by contacting the Office of the Municipal Clerk at 490-4210, or Fax 490-4208.

Report Prepared by: Thea Langille-Hanna, Planner, 869-4262



Map 1
Lands of the Monarch Estates and Rivendale Subdivision





P.I.D. 41043597
BARRETT LUMBER COMPANY

Map 2
Phasing Plan and Lot Configuration



HALIFAX
REGIONAL MUNICIPALITY
PLANNING SERVICES



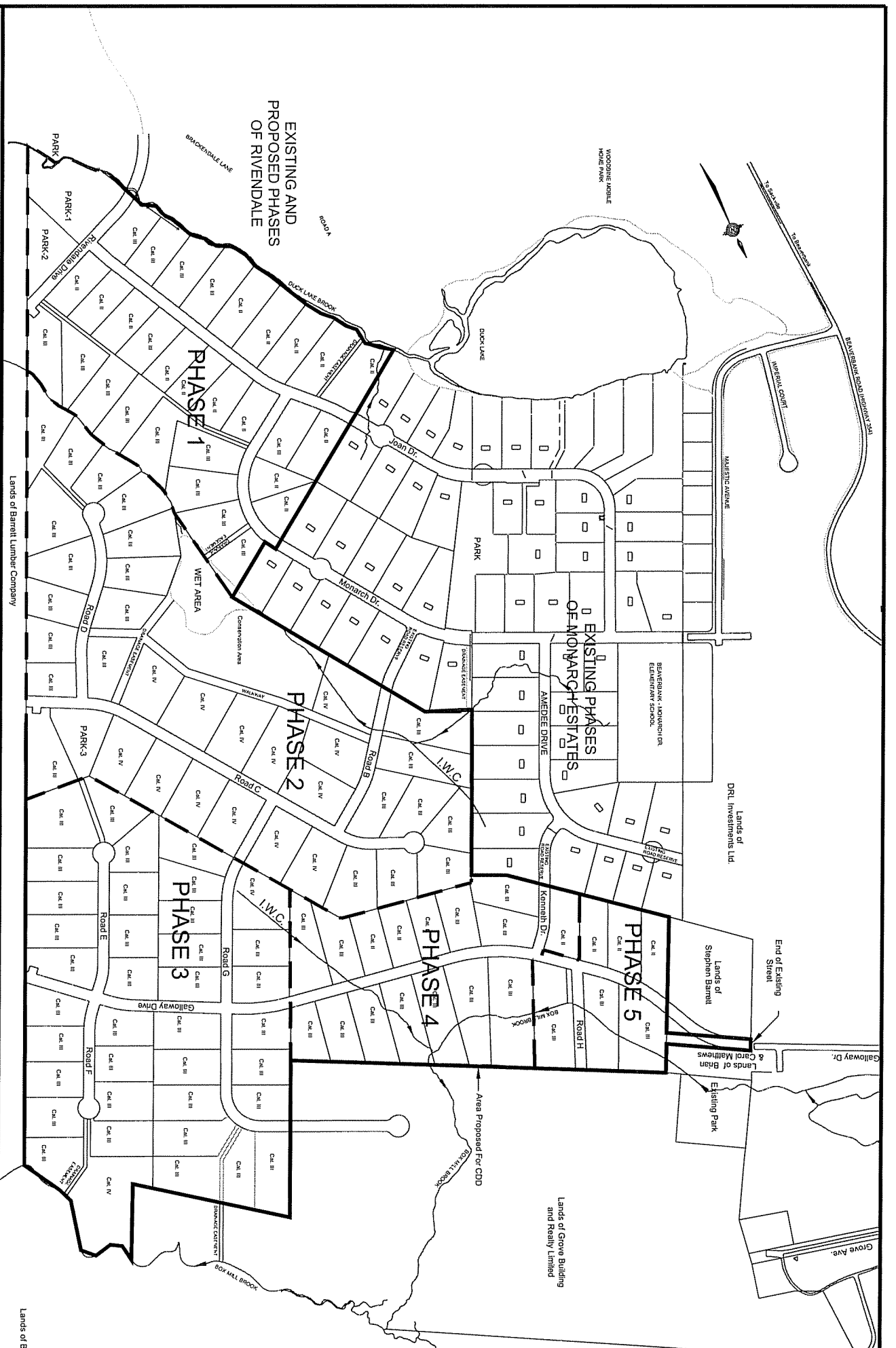
Map 3
Notification Area



Notification Area



HALIFAX
REGIONAL MUNICIPALITY
Planning Services



EXISTING AND
PROPOSED PHASES
OF RIVENDALE

Map 4
Original Concept Plan



Oct. 14, 2005

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

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ATTACHMENT A

THIS AMENDING AGREEMENT made this _____ day of _____, 2005

BETWEEN:

RAMAR DEVELOPMENTS LIMITED
&
BARRETT ENTERPRISES LIMITED
(hereinafter called the "Developers")

OF THE FIRST PART

-and-

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

OF THE SECOND PART

WHEREAS the Developers are the registered owner of certain lands located within Beaver Bank and which said lands are more particularly described in Schedule A hereto (hereinafter called the "Lands");

AND WHEREAS the North West Community Council of the Municipality approved an application by the Developers to enter into a development agreement to permit an expansion (single unit dwellings) to Monarch Estates and Rivendale subdivisions at a rate greater than 20 lots/4 years on the Lands on August 29, 2001 pursuant to the provisions of the Municipal Government Act and Municipal Planning Strategy and Land Use By-Law for Beaver Bank, Hammonds Plains and Upper Sackville, which said development agreement was registered at the Registry of Deeds in Halifax as Document Number 32650 in Book Number 6852 at Pages 60 to 91 (hereinafter called the "Existing Agreement");

AND WHEREAS Halifax Regional Municipality previously amended the Existing Agreement by entering to an amending agreement (Case 00612) with Ramar Developments Limited and Barrett Enterprises Limited on September 25, 2003 to enable the relocation of Park-3, said agreement being recorded at the Registry of Deeds in Halifax as Document Number 51094 in Book Number 7538 at Pages 57 to 61 (hereinafter called the "First Amending Agreement");

AND WHEREAS the Developers have requested an amendment to the provisions of the Existing Agreement;

AND WHEREAS Marine Drive, Valley and Canal Community Council for the Municipality approved this request at a meeting held on *****, referenced as Municipal Case 00715;

THEREFORE in consideration of the benefits accrued to each party for covenants herein contained, the parties agree as follows:

1. Replace Schedule B of the Existing and First Amending Agreement with Schedule B of this Second Amending Agreement.
2. Section 2.2 (a) of the Existing Agreement shall be amended by deleting " 140 "and replacing it with "160 ".
3. Section 2.3.1 (a) of the Existing Agreement shall be deleted and replaced with "Phases 4, 5, and 6 shall be built in sequence as per Schedule B. The Development Officer, in consultation with the Development Engineering and Real Property and Asset Management, may consider alternative sequencing as per Schedule B."
4. Section 2.3.9 (t) of the Existing Agreement shall be amended by deleting "The \$10,000 contribution shall be provided to Parkland Planning and Development Division or a community group for the sole purpose of funding the self contained trail if such is not completed by the Developer prior to final endorsement of Phase Three." replacing it with "The \$10,000 contribution shall be provided to Real Property and Asset Management by October 01, 2006.
5. Section 2.3.9 (u) of the Existing Agreement shall be amended by adding "or for the development of Park-1, and Park-2." after the wording "the Joan Drive Neighbourhood Park.
6. Section 2.3.8 (m) of the Existing Agreement shall be amended by deleting "Further, Phase V shall include a road reserve to the Lands of Grove Building and Reality Limited, as generally shown on Schedules, which shall be constructed to the Municipal Service

Systems Specifications.” and adding “or by the Development Officer, in consultation with the Development Engineer.” and after “unless otherwise specified in this agreement”

- 7. Section 2.3.8 (q) of the Existing Agreement shall be amended by deleting “January 01, 2006 “ and replacing it with “January 01, 2009 “.
- 8. All other terms of the Existing Agreement shall remain in full force and effect.
- 9. This Amending Agreement and everything contained herein shall be binding upon the Parties hereto, their heirs, successors and assigns.

IN WITNESS WHEREOF the parties hereto have hereunto set hands and seals to this Amending Agreement on the day and year first above written.

SIGNED, SEALED AND DELIVERED
in the presence of

Per _____

)RAMAR DEVELOPMENT LIMITED

)

)

) Per _____

)

)BARRETT ENTERPRISES LIMITED

)

)

) Per _____

Sealed, Delivered and Attested by the
proper signing officers of Halifax
Regional Municipality duly authorized
on that behalf in the presence of

Per _____

) HALIFAX REGIONAL MUNICIPALITY

)

)

) Per _____

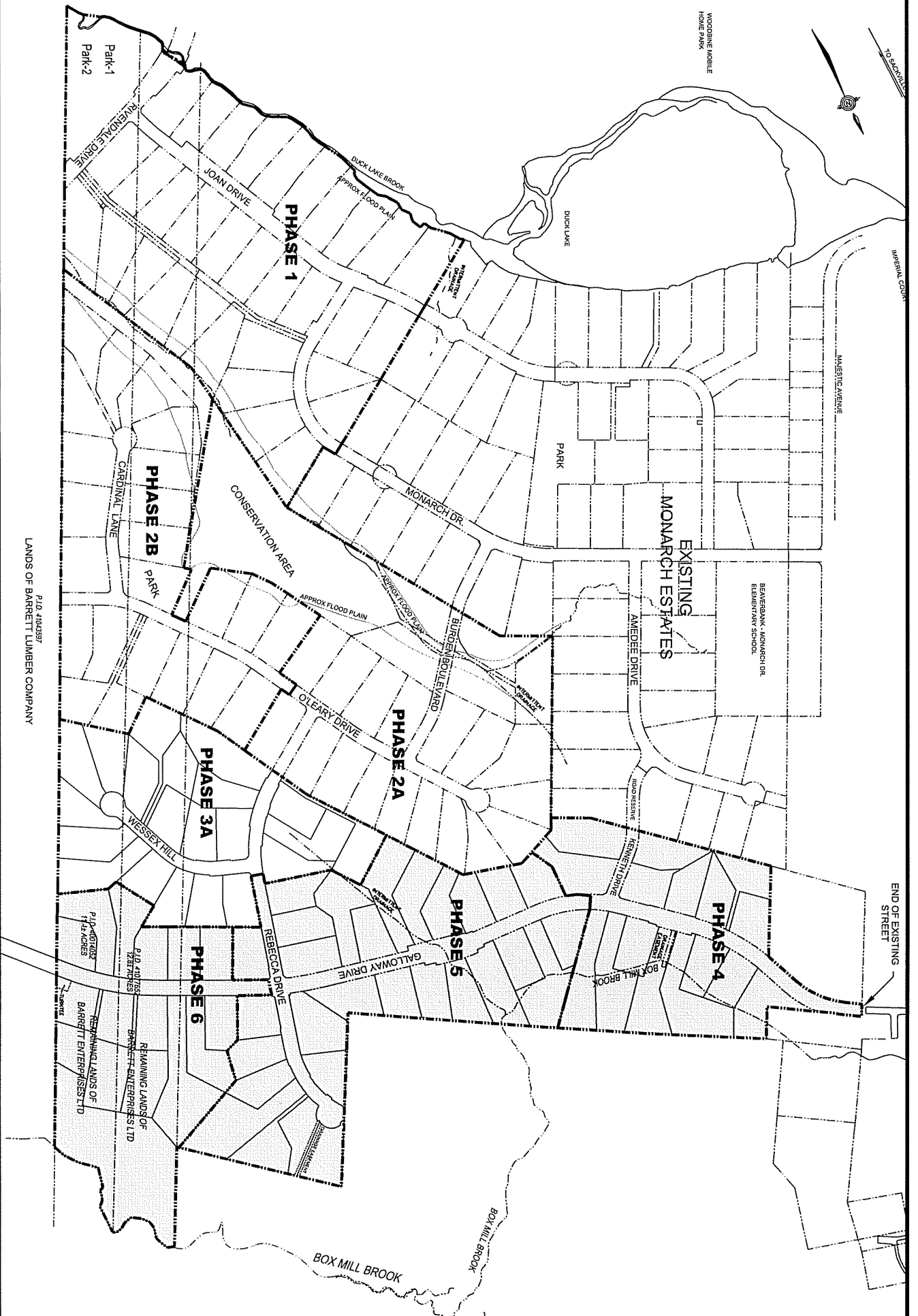
)

Mayor

)

) Per _____

Municipal Clerk



Schedule "B"
 Concept Plan

Oct. 12, 2005

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ATTACHMENT B

**EXCERPTS FROM THE BEAVER BANK, HAMMONDS PLAINS, UPPER SACKVILLE
MUNICIPAL PLANNING STRATEGY**

- P-2 It shall be the intention of Council to amend the Subdivision By-law to permit the creation of a maximum of 20 lots (plus the remainder) per 4 year period, per area of land that was in existence on or before October 17, 1998 in the Mixed Use, Residential, Springfield Lake, Upper Hammonds Plains Community and Resource designations; and to allow for the continued subdivision of the remaining lands that were created from the original parcel at a rate of 20 lots per 4 year period after the initial 4 year time period has elapsed.
- P-4 Development within any CDD Zone shall only be considered by Council through a development agreement, which shall specify:
- (a) the types of land uses to be included within the development;
 - (b) the phasing of the development to ensure that there are sufficient road capacity, school, recreation and community facilities and services to support the development in accordance with the financial capability of the Municipality to absorb any related costs;
 - (c) that the proposed development suits the natural terrain and minimizes the negative impacts on the natural environment;
 - (d) that the subdivision plan makes provision to retain existing significant natural features such as wetlands, floodplains, and watercourses through site design that guides development away from these areas;
 - (e) that useable open space lands are adequately distributed throughout the neighbourhood(s) to meet the needs of the residents and to facilitate convenient access;
 - (f) that the layout, design and hierarchy of roads and pedestrian facilities is adequate to service the proposed development and minimizes through traffic along on local streets within the proposed and adjacent subdivisions;
 - (g) measures to minimize the impact on local streets within existing adjacent subdivisions during the construction phase of the proposed development;
 - (h) provisions for the proper handling of stormwater and general drainage within and from the development;
 - (i) the provision of landscaping and the retention of natural vegetation;
 - (j) controls on the use of a temporary rock crusher in the construction of the residential subdivision in terms of hours of operation, minimum setbacks and buffering to provide a dust, wind and noise barrier; and
 - (k) any other matter relating to the impact of the development upon surrounding uses or upon the general community, as contained in Policy P-137.

P-137 In considering development agreements and amendments to the land use by-law, in addition to all other criteria as set out in various policies of this Plan, Council shall have appropriate regard to the following matters:

- (a) that the proposal is in conformity with the intent of this Plan and with the requirements of all other municipal by-laws and regulations;
- (b) that the proposal is not premature or inappropriate by reason of:
 - (i) the financial capability of the Municipality to absorb any costs relating to the development;
 - (ii) the adequacy of central or on-site sewerage and water services;
 - (iii) the adequacy or proximity of school, recreation or other community facilities;
 - (iv) the adequacy of road networks leading or adjacent to or within the development; and
 - (v) the potential for damage to or for destruction of designated historic buildings and sites.
- (c) that controls are placed on the proposed development so as to reduce conflict with any adjacent or nearby land uses by reason of:
 - (i) type of use;
 - (ii) height, bulk and lot coverage of any proposed building;
 - (iii) traffic generation, access to and egress from the site, and parking;
 - (iv) open storage;
 - (v) signs; and
 - (vi) any other relevant matter of planning concern.
- (d) that the proposed site is suitable in terms of the steepness of grades, soil and geological conditions, locations of watercourses, marshes or bogs and susceptibility to flooding.
- (e) **Within any designation, where a holding zone has been established pursuant to “Infrastructure Charges - Policy P-81”, Subdivision Approval shall be subject to the provisions of the Subdivision By-law respecting the maximum number of lots created per year, except in accordance with the development agreement provisions of the MGA and the “Infrastructure Charges” Policies of this MPS.
(RC-July 2/02; E-Aug 17/02)**

ATTACHMENT C

**HALIFAX REGIONAL MUNICIPALITY
PLANNING SERVICES - SACKVILLE OFFICE
PUBLIC INFORMATION MEETING
CASE NO. 00715 - KVM CONSULTANTS - MONARCH/RIVENDALE ESTATES**

7:00 p.m.
Wednesday, September 29, 2004
Sackville Library, Fenerty Room

STAFF: Andrew Bone, Planner
Cara McFarlane, Administrative Support

APPLICANT: Kent Morash, KVM Consultants
Kevin Marchand, Ramar Construction Limited
Robin Barrett, Barrett Enterprises

OTHER: Councillor Krista Snow, District 2

**MEMBERS OF
THE PUBLIC:** 11

The meeting commenced at approximately 7:03 p.m.

1. ANDREW BONE, PLANNING SERVICES

Ms. Bone introduced Kent Morash, KVM Consultants; Kevin Marchand, Ramar Construction Limited, Developer; Robin Barrett, Barrett Enterprises, Developer; Cara McFarlane, taking the minutes; himself as the planner assigned to this application; and Krista Snow, Councillor for District 2.

Mr. Bone explained this area would be included in District 2 once the election takes place; therefore, the residents will have a new Councillor.

The application was submitted by KVM Consultants to amend the development agreement for Monarch/Rivendale Estates. A correction was made to the notification that went out to residents and the ad that was placed in the paper. The notice and ad should have read an increase from 140 to 165 lots instead of 120 to 165 lots; therefore, an increase of 25 lots not 45.

The entire development as originally proposed is approximately 302 acres (122 hectares) in size.

This property is currently zoned CDD (Comprehensive Development District) which requires any development in Monarch/Rivendale Estates be through a negotiated development agreement between the Municipality and the developer. The approved development agreement carries on with the property when sold. The existing development agreement permits 140 lots within development, but the developer would like to increase that number to 165 lots.

Mr. Bone explained the development agreement process.

The proposed concept plan lays out the roads for the development and is substantially the same as the approved concept plan in the current agreement. There are a number of changes: some roads have moved slightly, some roads are a little longer, an odd small section of road has been deleted as it was not acquired, and an increase in the number of lots. Road "F" has been deleted and Road "E" has been relocated which has been done primarily under the terms of the existing agreement.

When the original concept plan within the original development agreement was negotiated, the cap on the number of lots was based on the anticipated lot yield at the time and that lot yield was based on anticipated soil conditions. When development started, much better soil conditions were found and the soil conditions dictate the lot size based on Department of Environment (DOE) regulations. Therefore, smaller lots were able to be created thus the allotted number of lots is approaching. Phases 1, 2A, and 2B are complete, 3A is approved and 3B is under application. As the developer approaches Phase 4 and 5 they are running out of lots as per the development agreement.

Under the new growth management controls there is a limit on the number of flag lots, the developer is requesting allowance for a couple of additional flag lots.

2. QUESTIONS AND COMMENTS

Tracy Spencer, Majestic Avenue, Beaver Bank, wondered if there was any thought given to another access road to the area as there is a lot of traffic that comes out on Majestic Avenue. Mr. Bone explained there are two main accesses available, Rivendale Drive and Majestic Avenue. Unfortunately, Majestic Avenue is the most direct route. At some point, the connection to Galloway Drive will be made (last connection as far as road construction) giving another access road. Gary Skinner, Majestic Avenue, believes next to no one will use the Galloway Drive access.

Lynnann Conway, Majestic Avenue, said there are a lot of children on this street and there are no crosswalks. The truck traffic is unbelievable and they don't slow down with the children present.

Nancy Mailman, Majestic Avenue, said due to construction at the corner of Majestic Avenue from water and sewer (a result of the Imperial development), this road has become narrower and there is no attempt recently to fix that part of the street causing that area to be very dangerous. Lyle Mailman, Majestic Avenue, said from the construction the street is approximately three feet narrower than what

was left originally. During the winter, the corner is forced out even more so. Cars coming down the hill are in the gravel when they come around the corner to avoid the school bus and construction traffic coming up the hill. This has been for about two years now. Ms. Mailman said the homes there have impacted the traffic as well as their driveway entrances come out onto the street.

Mr. Skinner is concerned about the assessment in the area going up. He is also concerned about the ecosystem being affected. Mr. Bone said the road network is already laid out for this development. The area of development is not expanding, it's the number of lots within the development. Mr. Skinner said it will still increase the number of people, cars and traffic in the area.

Ms. Conway asked if there could be a connection made to the Beaver Bank Road off of Monarch Drive at the corner before it goes down into Majestic Avenue. Mr. Bone explained that the original plan was to have a connection straight through, but the grades and amount of land required was not adequate in that area to cover it and some properties would have to be acquired which would be very costly.

Mr. Mailman had some prepared written comments which he handed out. He asked if problems or issues had risen from the moratorium on development. Mr. Bone said there were existing growth management controls in place in the Beaver Bank, Hammonds Plains and Upper Sackville plan area. The new growth controls that were brought in do not apply to this area.

Mr. Mailman was wondering if there have been any tests done on the level of septic. Mr. Bone believes the developers have hired qualified people to do testing to determine the lot sizes in the area. Water and well testing is not widely done in the Municipality and some people believe that hydro-geological testing should be done for all new developments. It is not done at this time. The Municipality may be looking at bringing in something like that in the future. Hydro-geological testing is a scientific estimate of what may or may not be what is down there and can be inaccurate. DOE has said based on their lot sizes that they specify, the average area has enough water to accommodate development of this density. Mr. Mailman said some of the wells in the existing area have been drilled very deep and some of them have gone dry requiring them to redrill. Mr. Bone was not aware of that issue.

Mr. Mailman is concerned of putting in new developments as well as the way the road plan is laid out. There will probably be future plans for extending over to a connection with Grove. Robin Barrett, Barrett Enterprises, said someday something will happen. Mr. Bone said he is not aware of any concept plans for these lands. Mr. Mailman is concerned that with each home that is built, the water table lowers.

Mark MacLeod, Monarch Drive, asked if there are any plans for water and sewer to run into the proposed area from Galloway Drive. Mr. Bone said there is no proposal to extend water and sewer any further than it is currently designated in this plan. Water and sewer in the Galloway Drive area

was brought in for a specific reason (failing septic systems and contamination of existing wells). Mr. MacLeod said there are definitely problems with the wells in this development.

Mr. Mailman is also concerned for the safety of residents, trees and whatnot, protection of lights and power from falling trees, and putting lots in without consideration for windstorms. Mr. Barrett explained that during road construction Nova Scotia Power (NSPI) has started pushing for clearance of trees 20 feet on either side of the power poles. When the lines go into individual homes, it is up to the home owner as to where the trees go. NSPI have some restrictions, but they are a little more lenient as it is the home owner who suffers. Mr. Skinner suggested the power be underground. Mr. Barrett said there is a debate over underground power as to who owns and will be responsible for the conduit once upgrades are needed.

Mr. Mailman asked about the parkland/recreation areas. Mr. Bone said 5% is typical and it is based on area of land. The original agreement has requirements for parkland development and parkland dedication. As the area of land is not changing, there wouldn't be any additional parkland dedication. Parks department will make a comment. Mr. Mailman asked about parkland when the original development agreement was approved. Either both money and parkland were given or just money. He believes it is the Municipality's responsibility to ensure that there are conservation and park areas instead of taking money in lieu of. Mr. Bone explained that staff from the parks department assess the needs for the area.

Mr. Skinner said a large area of animal habitat has been affected and replaced with a very short, but nice trail. Mr. Barrett believes 7% plus \$40,000 was given to parkland. The conservation area is included in the parkland dedication. Mr. Mailman is concerned that the conservation area where the new section recently came through is swamp (not able to use as parkland). They were not able to build houses on it so they built around it and some of the lower lying lots the grade was built up so the area wouldn't flood. Mr. Bone said a conservation area is typically not included as parkland unless it can be used. Mr. Barrett said the parks department felt a lot could be done with the perimeter of the conservation area.

Mr. MacLeod thought trails were shown on the original concept plan. Mr. Barrett said the parks department had a priority as to what they wanted to see done first. The Joan and Monarch Drive trail was done first. The conservation area was picked because it would connect people, is big enough for wildlife, the water moves slow (recharge for the wells), and the wetlands acts as buffers for floodplains. Mr. Mailman believes the trails should allow for families to take advantage of them and it should be included within the amended development agreement.

Mr. Skinner said water and sewer are unable to come into the area because of the clay. Regular inspection needs to happen on the septic fields. People are having problems with their wells because the water table is lowering and he doesn't want it. The wells that are there now can't be properly supported. Mr. MacLeod said some of his neighbours have run out of water in the past.

Mr. Mailman said there was concern with the existing development agreement that a connection couldn't be made at Galloway Drive because the brook was too close. Did they acquire the land? Mr. Mailman said there will be a huge amount of traffic generation with the number of lots that are to be built (calculated it to 356 extra trips per day). There is a huge concern for safety at Galloway Drive as there is a limited visual distance at the intersection due to the sharp turn. Is there any proposed intersection improvements in the Municipal Plan if a development of this size is completed? Lights would be beneficial there. Mr. Bone will have engineering check the sight distance on Galloway Drive to see if it meets the minimum requirements.

Mr. Mailman said traffic will increase on Majestic Avenue as it is the shortest exit. The original proposed connections are now gone. The development is moving much faster than planned. Councillor Snow said improvement for the intersection is still on the books. Mr. Bone understands that the Province obtained the road and gave it to HRM. HRM have been acquiring corridors, through developments, to make connections that were proposed by the Province. Thus, we fought during original negotiations to get the connection to Galloway Drive as that would be the through street to the Beaver Bank By-pass. There is a proposal for Galloway Drive to come down and connect to Capilano as a collector road.

Mr. Mailman asked what is happening with the intersection at Beaver Bank Road/Beaver Bank Windsor Junction Cross Road. Mr. Bone said Traffic Services requested money for a portion of upgrades to that section during negotiations of the original development agreement. Mr. Mailman said school buses drive through the development to exit from Majestic Avenue because they cannot make the right hand corner at the intersection of Beaver Bank Road/Beaver Bank Windsor Junction Cross Road. The development should be looked at as a whole instead of just the amendment.

Ms. Conway noted that Majestic Avenue does not have a crosswalk for all the students that travel on that road. She would like to see one go in as the traffic will increase and she is concerned for the children's safety. Mr. Bone said the City determines if a crosswalk is necessary through calculations which have been strictly enforced. He understands that the Municipality has been working to come up with new warrants that are more flexible.

Bill Matthews, Beaver Bank Road, suggests the road be put through with lights at the end of Galloway Drive. Mr. Bone said when the Beaver Bank By-pass is developed, Galloway Drive and Beaver Bank Road will be a major intersection as there will be an on-ramp. At that point, you will certainly see lights. He will ask Traffic Services to do a traffic signal warrant. Mr. Marchand wanted to confirm with Mr. Matthews that his interest lies with making the connection from this development to alleviate traffic flow.

Mr. Skinner suggested a stop sign at the top of Majestic Avenue to slow traffic down. Mr. Bone said he would forward the stop sign issue to Traffic Services.

Mr. Marchand said they realized there would be temporary added pressure on the Majestic Avenue direction, but the proposed road network out to Galloway Drive will alleviate that traffic. HRM needs to realize that if they followed the development guidelines set by the Municipality, especially through the moratorium, presently we have to maximize our lot yield and minimize our acreage lots according to Department of Transportation (DOT) standards, we can only develop from the proposed road network to a certain area (shown on overhead). Development won't be able to take place right through to Galloway Drive. The original development agreement restricts the developer from developing all of the land because they have followed DOE's standards and regulations according to the lot size and according to the septic categories relative to the soil conditions of this area.

As for septic concerns, DOE have improved their standards which work in communities of this nature. Mr. Marchand has only heard from four property owners in Monarch Drive who have had water problems. There are solutions in all these situations. Water in the community would be preferred, but the service boundaries restrict that from happening.

The area is already approved through development agreement. The developer is asking for the ability to complete the development from a certain location (shown on overhead) to Galloway Drive so traffic pressure can be alleviated in areas within the development.

Mr. Mailman said overall problems are not being addressed fast enough and the smaller amendments problems are being addressed too quickly which causes even larger problems in the long run. Mr. MacLeod asked if HRM would allow the developer to put in the road to Galloway Drive before developing the properties along the phase. Mr. Marchand said there would have to be an amendment done to achieve that and we are going to run out of our available lot inventory before reaching that section. Mr. Mailman believes it would solve some of the traffic problems. Mr. Bone said it makes sense from a connection point of view, but from a development side it doesn't make sense as when you build a road you need the lot yield to go with it. Lots need to be sold to pay for the road. Mr. Barrett asked if there is any reason why flexibility in terms of the phasing might be able to be inserted into the development agreement. Mr. Bone said normally the Municipality doesn't worry about phasing unless there is an advantage of doing it a certain way. Mr. Marchand and Mr. Barrett will see if they can alter the phasing to create the connection to Galloway Drive at an earlier point. Mr. MacLeod remembers from the first meeting held that needed land to make the connection could not be acquired. Mr. Marchand said Ken Barrett allocated the land (shown on overhead) over to enable the connection appropriately.

Jamie Burns, Monarch Drive, asked if there are any problems now requiring hydro-geological studies. Mr. Bone said not at the present time. Regional Planning has made a request to the Province to allow for hydro-geological studies to be requested as part of subdivisions. Mr. Burns asked if Lost Creek, Monarch and Rivendale Drive will eventually join together. Mr. Bone is not exactly sure where the Regional Plan is heading, but he expects in a couple of years there will likely be some major changes in how development is done.

Mr. Bone thanked everyone for attending the meeting and expressing their comments and concerns.

3. **ADJOURNMENT**

The meeting adjourned at approximately 9:04 p.m.

ATTACHMENT D

File: 210 - 29
December 01, 2004

FEB 23 2005

Halifax Regional Municipality
Planning & Development Services
636 Sackville Drive
Lr. Sackville, NS
B4C 2S3

To whom it may concern,

Re: Monarch Estates
Deletion of Road Reserve 'H'

We, the owners of the land adjacent the proposed Monarch Estates development, hereby give notice to HRM that the road reserve, labelled Road Reserve 'H' on the 7th revision of the Monarch Estates Concept Plan, is not required for access to our land. The existing accesses along with the access from Phase 3C of Monarch Estates will be sufficient to develop the land if and when we or someone else chooses to do so.

If you have any questions or comments on the above please call at your convenience.

Yours truly,

Edward Grove, President
Grove Building and Realty Limited

Edward Grove
Gertrude Grove
Feb 23/05

C: K. Marchand, Ramar Developments Ltd.

ATTACHMENT E

From: Ross Sheppard
Sent: Thursday, September 30, 2004 9:33 AM
To: Andrew Bone (E-mail)
CC: 'Brad Johns'
Subject: Case No. 00715 Monarch. Rivendale expansion

I had every intention of attending last evenings meeting unfortunately at the last minute circumstances beyond my control changed my agenda.

I had two issues that I hope via this e mail I can table.

I live in Rivendale and have a serious problem with the quantity of water. This is a fact that is unfortunately widely known to our subdivision, Fall river etc. My well is down to 350 feet and at an original cost of 7.2k. This summer I ran out of water and had the well hydrofractured at an additional cost of 2k. The quantity is now acceptable however all of the scientific data suggests this is a temporary measure.

The intersection at the Beaver Bank Windsor Junction Cross Road where it meets the Beaver Bank road is treacherous. Between the slope of the grade, our historic former post office and the optical illusion perceived when turning left to proceed to Sackville, is a recipe for disaster. Someone is going to be seriously hurt here sooner than later.

In the CDD case #00239 Dated March 23, 2001 it states that (pg 16) the developer will submit a \$7,200.00 security deposit toward the correcting the geometric conditions of the road and the installation of traffic lights. If it the work is not done by January 2006 the security will be returned. Page 16 (iii) states intersection improvements and installation of traffic lights will be required in the next two to three years. Why is the HRM entertain another expansion of homes to continue to overburden this already acknowledged problem intersection?!

I would like to formally protest any further expansion in our or any other subdivision in the immediate area until both of these issues have been addressed. If/ when we ever get water it will most likely cost me another 15k to pay frontage and trench it to my house. 25K for water is beyond comprehension.

Ross Sheppard
10 Forestview Way
Beaver Bank, N.S.
B4G 1G2