

NORTH WEST COMMUNITY COUNCIL

MINUTES

DECEMBER 9, 2002

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

ALSO PRESENT: Barry Allen, Municipal Solicitor
Angus Schaffenburg, Planner
Sandra Shute, Assistant Municipal Clerk

Regrets: Councillor Brad Johns

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1. **CALL TO ORDER**

The meeting was called to order at 8:40 p.m. in the Cafeteria of Basinview School, Bedford following a Joint Meeting which began at 7:00 p.m. with Chebucto Community Council.

Prior to the start of the Joint Meeting with Chebucto Community Council, Councillor Goucher, on behalf of North West Community Council, made a presentation to Robert Kerr recognizing his volunteer contribution to the Bedford Waters Advisory Committee during the time he was a member.

2. **PUBLIC HEARING**

2.1 **Case 00446 - Development Agreement for Lands between Nottingham and Basinview, Bedford**

A Staff Report dated October 28, 2002 was before Community Council along with a report from North West Planning Advisory Committee dated November 7, 2002 which contained not only a recommendation for approval but with additional amendments.

Angus Schaffenburg, Planner provided an overview of the report. During the course of his presentation, he advised the following:

- The proposal meets the MPS criteria in terms of the mix of dwelling types, 6% of the total lots to be subdivided will be deeded as public open space, \$70,000 will be contributed for a playing field and play equipment and 10,000 sq. ft. of private open space for use with the townhouse development will be provided.
- With regard to the status of Rutledge Street in terms of the capital budget, Rutledge Street from the present end to Frederick Street is proposed at the staff level to be in the 2003/04 capital budget. The developer has undertaken to resurface a portion of Rutledge Street and construct new sidewalk and gutter according to HRM standards from the south side of Shoreview Drive to the beginning of the extension of Rutledge Street. The capital budget will not be tabled with Regional Council until next year and must be approved by Regional Council; therefore, it is at the staff level at this time.
- With regard to the Blasting By-law, Planning Advisory Committee recommended that additional requirements be placed in the Development Agreement with respect to blasting. These are that there be a pre-blast meeting with the community, developer and staff and that the pre-blast survey be extended to a minimum of 500 metres. The Blasting By-law has requirements for independent monitoring and an independent insurance company.
- The Area Advisory Committee for this application, the North West Planning Advisory Committee and staff are recommending approval.

With regard to Regional Council's review of blasting relative to monitoring, Councillor Goucher noted that there was no clause in the Development Agreement indicating that if the Blasting By-law changes, the new restrictions would have to be complied with relative to this particular project. He asked if appropriate wording needed to be inserted.

In response, Mr. Schaffenburg advised that there was wording in the Development Agreement to the effect that if the requirements of the Blasting By-law changed, it would apply to the proposed development.

Submissions were received from the following:

- Dr. Christian Marfels, Clearview Drive dated December 9, 2002 recommending clauses regarding blasting to be added to the Development Agreement.
- John and Marilyn Cameron, 180 Nottingham Street dated November 28, 2002 expressing concern re wildlife and impact on schools.
- Wallace Macdonald & Lively dated December 6, 2002 re the proposed upgrading of Rutledge Street.

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

Dr. Christian Marfels, Clearview Drive raised the following points:

- He was concerned with the blasting impact on his home as well as the other residences in the affected community.
- He referred to the suggested clauses he recommended in his letter dated December 9, 2002 and reviewed same.
- He referred to a submission from the Shoreview community on June 29, 2002 which expressed concern about blasting impacts.

Mr. Mike White, Basinview Drive raised the following points:

- A contractor could blast, then declare bankruptcy and move on and residents would have no recourse.
- The interchange is still on one of the maps. He asked the status. In response, Mr. Schaffenburg advised that a report is expected to go forward to Regional Council in a month or so on the issues of reserving lands necessary to construct the interchange.
- Referring to setbacks of 4' on the side and front, this could mean additional traffic congestion because of the number of dwellings that can be built. Fewer dwellings would mean less traffic congestion.

Mr. Mike Shacklock, 36 Horizon Road raised the following points:

- He asked for clarification on the 500 metre pre-blast notification. In response, Mr. Schaffenburg advised this was more than what is in the Blasting By-law at present. Mr. Schaffenburg explained the pre-blast survey which is paid for by the developer.
- He asked if there were any previous experiences with regard to damage from blasting. In response, Mr. Schaffenburg advised that part of the provision of the Blasting By-law is that residents will get a copy of the survey which would help in terms of what has been identified as cracks or problems in the house. The Municipality is working on reviewing the entire By-law because of incidents in other parts of the Municipality. The extension to 500 metres means a fair area for the pre-blast survey and is not insignificant.

Mr. Doug Murray, Moirs Mill Road asked who is responsible if a line gives way on outdoor oil storage tanks as a result of blasting. In response, Mr. Barry Allen, Municipal Solicitor advised that whether or not there is a By-law in place, there are civil laws in place that provide that if you do something on your land to the detriment of your neighbour's property causing damage, you are responsible. In this case, the blaster would be responsible.

Mr. Don Lowther, Loon Terrace referred to Mr. Murray's question and asked how it would be possible to prove that blasting was actually the cause of a tank to rupture or a line to break. He asked if pre-blast surveys would include oil tanks and lines. In response, Mr. Allen advised that the homeowner should look to his own insurance company first. Failing that, it is always a problem with any kind of claim to prove that it is the other person's fault. Mr. Allen had not heard of any case where a fuel system was damaged by blasting.

Mr. Herman Grabke, Nottingham Street pointed out that Nottingham Street is not a major road and asked if the contractor could be obliged to take that into consideration and move earth and equipment on other roads than Nottingham Street.

In response to Mr. Grabke, Mr. Glenn Woodford, Wallace Macdonald & Lively advised that the contractor would be willing to access from either side. There would be a public meeting held about blasting and this subject could also be discussed at that time. He was sure people on Basinview Drive would also like to discuss this. Initially, there would be the opportunity to drive through from either side but when the stages are cut off, the stages would have to be accessed from both sides.

Mr. Scott Oaks, 7 Shoreview Drive advised he has a large retaining wall bordering his property and was concerned about blasting and what could happen to the wall. He asked if this was something the pre-blast survey would address.

In response, Mr. Woodford advised that the pre-blast survey would look at the house and any significant structures on the property which could be damaged by blasting. With regard to earlier comments re bankruptcy, in order to get a permit to blast, the developer has to show

the Municipality an insurance policy which would be in effect the entire time of the blasting operation. The insurance would be independent of the developer.

Mr. Schaffenburg advised that the liability under the insurance policy was required to be commercial general liability for bodily injury and property damage in the amount of \$1 million per occurrence which includes the Municipality as an additional insurer, a cross liability clause and a blasting endorsement for the full limits of the policy.

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

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

Councillor Goucher asked if there would be someone to contact by telephone re blasting outside of normal working hours. In response, Mr. Woodford advised there would be a telephone number provided for 24 hours a day, seven days a week.

MOVED by Councillor Harvey, seconded by Councillor Goucher to approve the Development Agreement, attached as Attachment "A" of the Staff Report of Case 00446 dated October 28, 2002 with the following amendments:

1. **Clause 2.2.2 a) is revised by adding the words "60 percent" so it reads: "A minimum of 60 percent of the total dwelling units shall be single dwelling units."**
2. **Clause 2.14.1 is amended by adding the following wording: "That the developer and staff shall hold a pre-blast meeting with those in the blasting area and those in the area who would be expected to be adversely affected by the noise or shock of a blast. Notification of that meeting shall be provided by handbills delivered by hand or prepaid post to every property owner and household or business in the affected area. The required notification in accordance with Section 21 of By-law 300 (Blasting By-law) shall be extended to a minimum distance of 500 metres."**
3. **The letter of December 6, 2002 from Jenifer J. Tsang of Wallace Macdonald and Lively Ltd. concerning the developer undertaking the improvements to Rutledge Street from Shoreview Drive to the project limits be attached as Schedule "E" and that Section 2.6.9 be amended by adding the following: "In addition, the developer shall undertake the improvements to Rutledge Street from Shoreview Drive to the project limits as outlined in Schedule "E".**
4. **Require the Development Agreement to be signed within 180 days, or any extension thereof granted by Council on request of the applicant, from the date of final approval by Council and any other bodies as necessary, whichever is**

later; otherwise, this approval will be void and obligations arising hereunder shall be at an end.

MOTION PUT AND PASSED.

MOVED by Councillor Harvey, seconded by Councillor Goucher to send a recommendation to Regional Council for Regional Council to urge the Province to complete the land purchases necessary to protect the Bedford Barrens Petroglyphs and establish a management committee.

As requested, Mr. Schaffenburg advised that staff understood there are on-going negotiations with the property owner to purchase the private pieces of land in the area to provide better protection to the Petroglyphs.

MOTION PUT AND PASSED.

3. **ADDED ITEMS**

3.1 **Case 00393 - Application to Amend the Development Agreement for Lot J-3, 175 River Lane, Bedford**

This item was deferred from the December 5, 2002 meeting of Community Council. A Staff Report dated November 25, 2002 was before Community Council.

Councillor Goucher provided some background information with regard to this application. Subsequently, because the Nova Scotia Utility and Review Board allowed the appeal of Community Council's decision made on January 24, 2002 to refuse to amend the Development Agreement for Lot J-3, 175 River Lane in order to permit two balconies, the following motion was passed to:

1. **Approve the proposed amending Development Agreement, as shown in Attachment #2 of the Staff Report dated November 25, 2002 for Lot J-3, 175 River Lane, Bedford as directed by the Nova Scotia Utility and Review Board.**
2. **Require that the agreement be signed within 120 days, or any extension thereof granted by Council on request of the applicant, from the date of final approval by Council and any other bodies as necessary, whichever approval is later, including applicable appeal periods; otherwise, this approval will be void and obligations arising hereunder shall be at an end.**

MOTION PUT AND PASSED.

4. **ADJOURNMENT**

The meeting adjourned at 9:20 p.m. with Best Wishes for the Holiday Season.

Sandra M. Shute
Assistant Municipal Clerk