

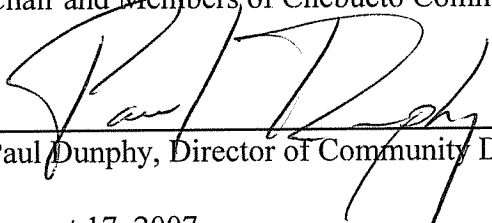
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PO Box 1749
Halifax, Nova Scotia
B3J 3A5 Canada

Chebucto Community Council
September 10, 2007

TO: Chair and Members of Chebucto Community Council

SUBMITTED BY: 
Paul Dunphy, Director of Community Development

DATE: August 17, 2007

SUBJECT: **Case 01033: Development Agreement - 10 Berts Drive and 91 Main Avenue, Halifax**

ORIGIN

Application by Fares Miller to consider a combination of a 16-unit townhouse development and a 14-unit apartment complex by development agreement at 10 Berts Drive (PID # 00321224) and 91 Main Avenue (PID # 00321216), Halifax.

RECOMMENDATION

It is recommended that Chebucto Community Council:

1. Move Notice of Motion and schedule a public hearing to consider the proposed development agreement, as described in Attachment "A", to enable a residential development consisting of 16 townhouse units and a 14-unit apartment building at 10 Berts Drive and 91 Main Avenue, Halifax.
2. Approve the development agreement, as contained in Attachment "A".
3. Require that the 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 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.

BACKGROUND

The site consists of two abutting parcels located on the northwestern corner of Berts Drive and Main Avenue in Halifax (see Map 1). The larger of the two parcels, 10 Berts Drive, has an area of 59,236 square feet and has recently been made vacant with the demolition of a long-standing commercial/industrial building. The smaller parcel, 91 Main Avenue, has an area of 9,731 square feet and is also vacant.

The site is surrounded exclusively by residential uses but of varying scales and densities. The surrounding neighbourhood includes single-family dwellings, semi-detached dwellings, duplexes, and apartment buildings of various sizes.

The applicant seeks approval of a development agreement to allow for the construction of a two-storey, 14-unit apartment building, as well as 16 townhouse units spread out into three blocks.

DISCUSSION

Municipal Planning Strategy Policies

The subject properties are located within the R-2 (Two Family Dwelling) Zone and are designated Medium Density Residential under the Generalized Future Land Use Map for the Fairview Secondary Planning Strategy, which is part of the Halifax Municipal Planning Strategy. The current zoning regulations do not allow townhouses or buildings with more than two units.

However, Policy 1.6 of the Fairview Secondary Planning Strategy states the following:

For lots larger than one acre in areas designated medium-density, Council may approve any medium-density residential development not otherwise permitted by the Land Use Bylaw under the development agreement provisions of the Planning Act.

In considering a development agreement application under Policy 1.6, Council is directed to assess the proposal with regard to a specific set of criteria (see Attachment "B"). These evaluation criteria are mainly concerned with issues of compatibility with the surrounding neighbourhood, adequacy of existing municipal services, and the preservation of mature trees.

Evaluation of Proposal and Development Agreement

Compatibility with Surrounding Neighbourhood

The proposed development is compatible with the surrounding neighbourhood in terms of scale, density and height. Firstly, the scale of the development will be minimized by breaking up the

units into 2 blocks of 5 townhouse units each, a block of 6 townhouse units and a two-storey, 14-unit apartment building. Secondly, the density of the project is not unlike the density that already exists in the area (within 600 feet) or that can be accommodated in adjacent R-2P (General Residential) and R-2AM (General Residential Conversion) Zones. Thirdly, the development agreement will limit the height of both the townhouse units and the 14-unit apartment building to a maximum of 35 feet, which is equal to what is allowed under an R-1 (Single Family Dwelling) or R-2 (two-Family Dwelling) Zone. Finally, the impact of the 14-unit apartment building on abutting R-1 properties will be minimized through tree preservation (see below) and the provision of buffering/screening measures.

Adequacy of Municipal Services

Municipal services and facilities present in the area, including streets, water mains, sewers, neighbourhood parks and schools, were all deemed to have adequate capacity to serve the needs of the development. A cash-in-lieu parkland contribution will be determined at the subdivision stage to improve existing neighbourhood parks.

Tree Preservation

A small number of mature trees are present on the lands, the largest concentration being in the northwestern corner of the site where the apartment building is proposed to be located. While tree removal will be necessary to accommodate the construction of the apartment building and related infrastructure, Sections 2.6 and 2.7 of the development agreement require that the developer preserve as many mature trees as possible on the apartment building site.

Impact on Civic Addressing

It must be noted that there may be insufficient addresses available on Berts Drive for the proposed project and HRM Civic Addressing may be required to initiate a re-addressing of two properties. If re-addressing is required at the time of subdivision approval, the developer will be responsible under Subsection 2.4.4 of the development agreement to provide a monetary compensation to the affected property owners.

Blasting Concern

Local residents have expressed concern about the potential for some blasting activity during the construction phase of the project. This concern stems primarily from past experiences in the area, in which private residences suffered damages during localized blasting work. However, HRM Council has since adopted a Blasting By-law (By-law B-600) to minimize problems associated with blasting. Any blasting work required as part of the proposed development will need to conform to the Blasting By-law.

Conclusion

The proposal satisfies the applicable policies (Attachment "B") of the Halifax Municipal Planning Strategy and as such, it is recommended that Chebucto Community Council approve the attached development agreement.

Public Information Meeting / Area of Notification

A public information meeting for this application was held on June 7, 2007. Minutes of this meeting are provided as Attachment "C" of this report. Community attendees were mainly concerned with the potential for blasting activity during the construction phase of the proposed development. Should Community Council decide to hold a public hearing, in addition to published newspaper advertisements, property owners in the area shown on Map 1 will be sent written notification.

BUDGET IMPLICATIONS

There are no budgetary implications.

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

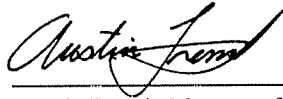
1. Council may approve the entire development agreement, as attached to this report. This is the recommended course of action.
2. Council may choose to alter the terms of the development agreement. This may necessitate further negotiations with the applicant, and may require an additional public hearing.
3. Council may refuse the entire development agreement. Pursuant to Section 230(6) of the *Municipal Government Act*, Council must provide reasons for this refusal, based on the policies of the MPS. This alternative is not recommended, based on staff's finding that the proposed development agreement is consistent with policies of the MPS.

ATTACHMENTS

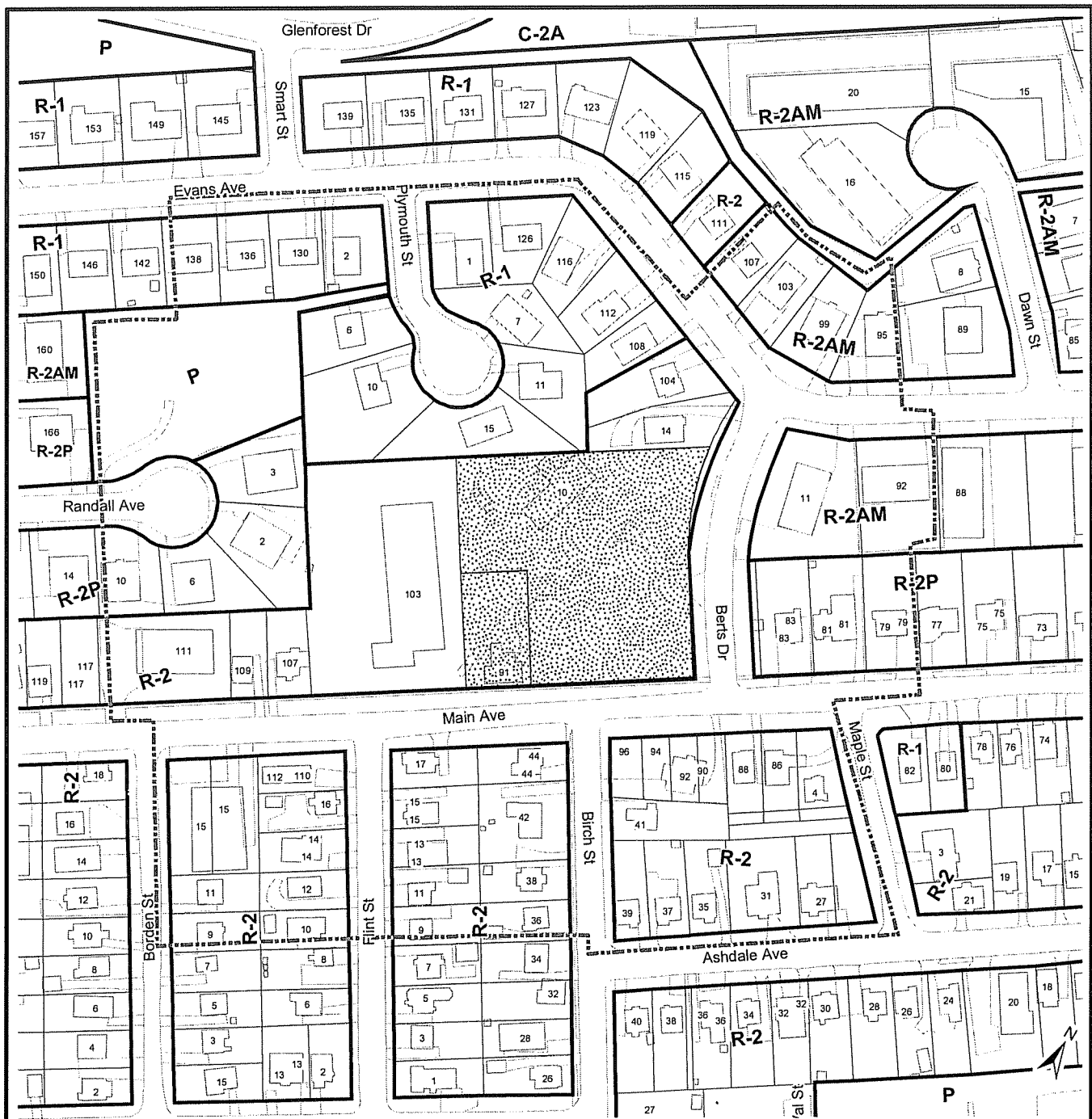
Map 1	Zoning, Location and Area of Notification
Map 2	Generalized Future Land Use
Attachment "A"	Development Agreement
Attachment "B"	Relevant Halifax MPS Policies
Attachment "C"	Minutes from the June 7, 2007 Public Information Meeting

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 : Luc Ouellet, Planner I, 490-3689





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



Map 1 - Location and Zoning

10 Berts Drive
and 91 Main Avenue
Halifax

-  Subject area
-  Area of notification

Halifax Mainland Land Use By-Law Area

Zone

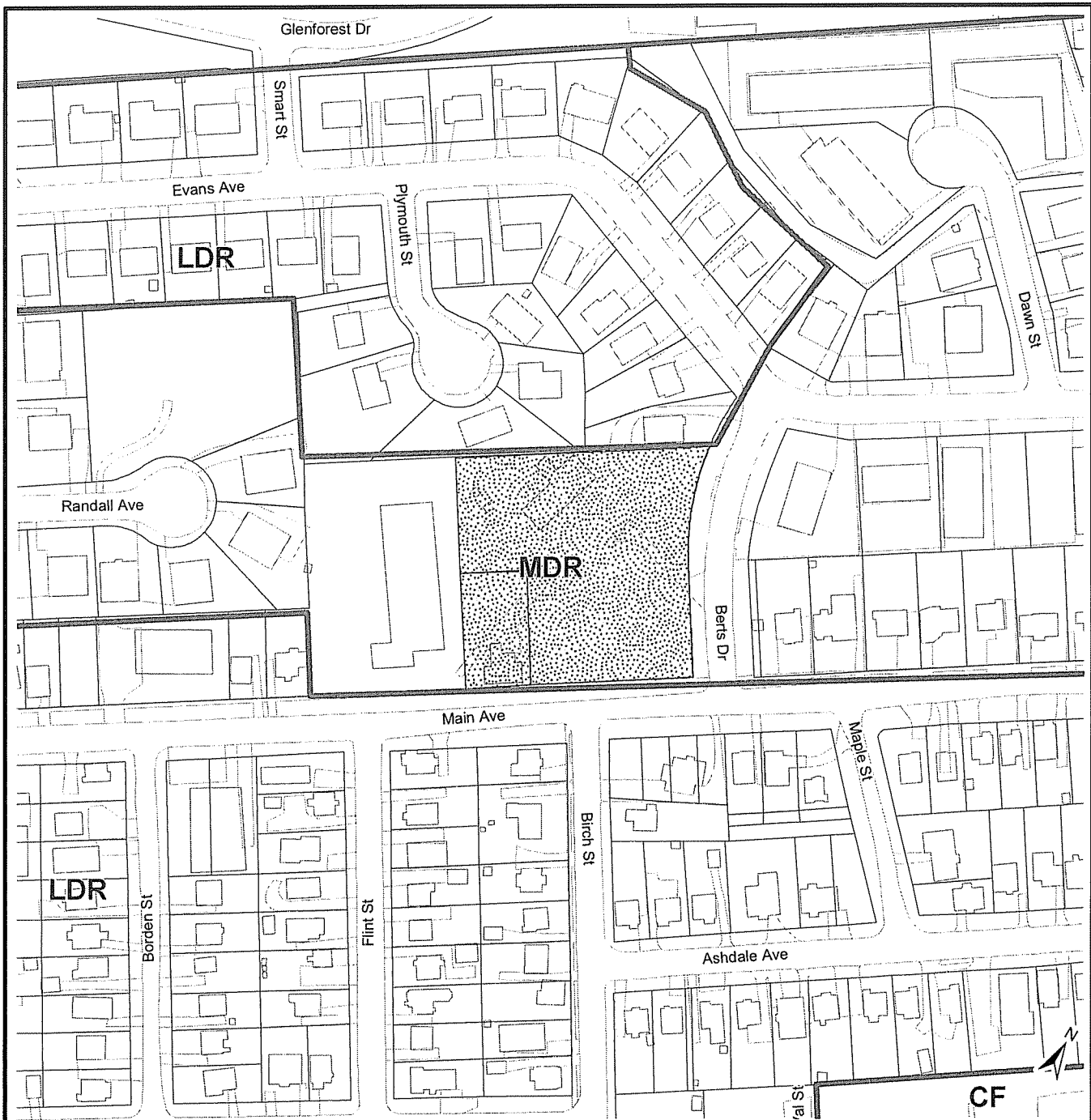
- R-1 Single Family Dwelling
- R-2 Two Family Dwelling
- R-2P General Residential
- R-2AM General Residential Conversion
- C-2A Minor Commercial
- P Park and Institutional

HALIFAX
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COMMUNITY DEVELOPMENT
PLANNING SERVICES




This is an unofficial reproduction of a portion of the Zoning Map for the Halifax Mainland Land Use By-Law area.

HRM does not guarantee the accuracy of any representation on this plan



Map 2 - Generalized Future Land Use

10 Berts Drive
and 91 Main Avenue
Halifax

 Subject area

Halifax Plan Area
Fairview Secondary Plan Area

Designation

LDR Low Density Residential
MDR Medium Density Residential
CF Community Facility

HALIFAX
REGIONAL MUNICIPALITY
COMMUNITY DEVELOPMENT
PLANNING SERVICES

0 30 m


This is an unofficial reproduction of a portion
of the Generalized Future Land Use Map for
the Halifax Plan Area

HRM does not guarantee the accuracy of
any representation on this plan.

Attachment "A"
Development Agreement

THIS AGREEMENT made this day of , 2007,

BETWEEN:

HAGE INVESTMENTS LIMITED
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 at 10 Berts Drive (PID # 00321224) and 91 Main Avenue (PID # 00321216), Halifax, and which said lands are more particularly described in Schedule A hereto (hereinafter called the "Lands");

AND WHEREAS the Developer has requested that the Municipality enter into a development agreement to allow for a comprehensive residential development consisting of a 14-unit apartment building and 16 townhouse units on the Lands pursuant to the provisions of the Municipal Government Act and pursuant to Policy 1.6 of the Fairview Secondary Planning Strategy (Halifax Municipal Planning Strategy) and Section 70(a) of the Halifax Mainland Land Use By-law;

AND WHEREAS the Chebucto Community Council approved this request at a meeting held on [INSERT - Date], referenced as Municipal Case Number 01033;

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

PART 1: GENERAL REQUIREMENTS AND ADMINISTRATION

1.1 APPLICABILITY OF AGREEMENT

The Developer agrees that the Lands shall be developed and used only in accordance with and subject to the terms and conditions of this Agreement.

1.2 APPLICABILITY OF LAND USE BY-LAW AND SUBDIVISION BY-LAW

Except as otherwise provided for herein, the development, subdivision and use of the Lands shall comply with the requirements of the Halifax Mainland Land Use By-law and the Regional Subdivision By-law, as may be amended from time to time.

1.3 APPLICABILITY OF OTHER BY-LAWS, STATUTES AND REGULATIONS

- 1.3.1 Further to Section 1.2, nothing in this Agreement shall exempt or be taken to exempt the Developer, lot owner or any other person from complying with the requirements of any by-law of the Municipality applicable to the Lands (other than the Land Use By-law and Subdivision By-law to the extent varied by this Agreement), or any statute or regulation of the Provincial/Federal Government and that the Developer and/or lot owner agree to observe and comply with all such laws, by-laws and regulations in connection with the development and use of the Lands.
- 1.3.2 The Developer shall be responsible for securing all applicable approvals associated with the on-site and off-site servicing systems required to accommodate the development, including but not limited to sanitary sewer system, water supply system, stormwater sewer and drainage system, and utilities. Such approvals shall be obtained in accordance with all applicable by-laws, standards, policies, and regulations of the Municipality and other approval agencies. All costs associated with the supply and installation of all servicing systems and utilities shall be the responsibility of the Developer. All design drawings and information shall be certified by a Professional Engineer or appropriate professional as required by other approval agencies.

1.4 CONFLICT

- 1.4.1 Where the provisions of this Agreement conflict with those of any by-law of the Municipality applicable to the Lands (other than the Land Use By-law and Subdivision By-law to the extent varied by this Agreement) or any provincial or federal statute or regulation, the higher or more stringent requirements shall prevail.
- 1.4.2 Where the written text of this Agreement conflicts with information provided in the Schedules attached to this Agreement, the written text of this Agreement shall prevail.
- 1.4.3 Where imperial values conflict with metric values within the written text of this Agreement, the imperial values shall prevail.

1.5 COSTS, EXPENSES, LIABILITIES AND OBLIGATIONS

The Developer shall be responsible for all costs, expenses, liabilities and obligations imposed under or incurred in order to satisfy the terms of this Agreement and all federal, provincial and municipal laws, by-laws, regulations and codes applicable to the Lands.

1.6 PROVISIONS SEVERABLE

The provisions of this Agreement are severable from one another and the invalidity or unenforceability of one provision shall not affect the validity or enforceability of any other provision.

PART 2: USE OF LANDS, SUBDIVISION AND DEVELOPMENT PROVISIONS

2.1 SCHEDULES

The Developer shall develop the Lands in a manner, which, in the opinion of the Development Officer, is generally in conformance with the Schedules attached to this Agreement and filed in the Halifax Regional Municipality as Case Number 01033:

Schedule "A"	Legal Description of the Lands
Schedule "B"	Site Plan (Plan # 0103300013)
Schedule "C"	Elevations for Apartment Building (Plan # 0103300007)
Schedule "D"	Elevations for Townhouse Blocks (Plan # 0103300010)

2.2 GENERAL DESCRIPTION OF LAND USE

The use(s) of the Lands permitted by this Agreement are the following:

- (a) A comprehensive residential development consisting of a 14-unit apartment building and 16 townhouse units, each existing on its own separate lot.

[OR]

- (b) Any use(s) permitted within the existing zone applied to the Lands subject to the provisions contained within the Land Use By-law for Halifax Mainland as amended from time to time.

2.3 DETAILED PROVISIONS FOR LAND USE

- 2.3.1 The Developer agrees that the buildings to be constructed on the Lands shall comply with the provisions of this Section and as generally illustrated on the Schedules.

Townhouse Units

- 2.3.2 A maximum of 16 townhouse units may be located on the Lands, as generally shown on Schedule "B".
- 2.3.3 All townhouse units and townhouse lots must meet the requirements of the R-2T (Townhouse) Zone, as described in the Halifax Mainland Land Use By-law.
- 2.3.4 Notwithstanding Subsection 2.3.3, the minimum side yard setback between townhouse unit T5 and townhouse unit T6, as shown on Schedule "B", may be reduced to 1.8 m (6 ft.). A minimum separation distance of 3.6 m (12 ft.) shall be maintained between townhouse T5 and T6 and the Developer shall provide dwelling foundation information at the time of application for Building and Development Permits.
- 2.3.5 Notwithstanding Subsection 2.3.3, the minimum rear yard setback may be reduced to 5.4 m (18 ft.).
- 2.3.6 Accessory buildings may be located on the townhouse lots, but shall conform with the requirements of the R-2T (Townhouse) Zone, as described in the Halifax Mainland Land Use By-law.
- 2.3.7 Home occupations may be located within the townhouse dwelling units but shall conform with the requirements of the Halifax Mainland Land Use By-law.
- 2.3.8 Blank end walls shall be avoided by means such as, but not limited to placement of windows and architectural detailing.
- 2.3.9 Utility meters, central air conditioning units, fuel tanks and exhaust vents shall not be located in the front yard of the townhouse units, but may instead be located in the side or rear yards. Without limiting the generalities of the foregoing, fuel tanks shall not be located in the side yard of townhouse unit T11.
- 2.3.10 Prior to the issuance of Building and Development Permits, the Developer shall demonstrate to the Development Officer that recycling containers and organic composters (i.e green carts) will not be visible from any street frontage by means of either: (a) construction of a screened storage area (e.g wood lattice or acceptable equivalent) integral with the building facade; or (b) provision of a common waste management area appropriately screened for the shared use of all townhouse dwelling units within the same townhouse block. The means by which the Developer shall address this clause of the Agreement shall be clearly shown on any Site/Building Plans submitted with the application for Building and Development Permits.

- 2.3.11 Exterior staircases, balconies, porches, verandas and mobility disabled ramps attached to a main building shall be permitted to encroach into the required rear yard, but shall not be located any closer than 2.4 m (8 ft.) from the rear lot line.
- 2.3.12 The Development Officer may approve changes to the exterior architectural appearance of the townhouse units, provided that plans are submitted for any changes of the building design and that such changes, in the opinion of the Development Officer, are minor in nature.

Apartment Building

- 2.3.13 An apartment building containing a maximum of 14 dwelling units may be located on the Lands, as generally shown on Schedule "B".
- 2.3.14 The apartment building shall not exceed a maximum footprint of 808.23 square metres (8700 square feet) and a maximum height of 10.5 m (35 ft.).
- 2.3.15 Accessory building(s) may be located on the apartment building lot, but shall conform with the requirements of the R-2AM (General Residential Conversion) Zone, as described in the Halifax Mainland Land Use By-law.
- 2.3.16 Lot coverage of the apartment building and any accessory building(s) shall not exceed 40 percent of the apartment building lot.
- 2.3.17 Side yard, front yard, and rear yard setbacks shall conform with the requirements for R-2AM uses in the R-2AM (General Residential Conversion) Zone, as described in the Halifax Mainland Land Use By-law.
- 2.3.18 The apartment building shall include a designated space for three stream (refuse, recycling and composting) source separation services. The designated space shall either be located within the apartment building or outside in an area fully screened from view from any street, sidewalk or abutting property by means of opaque fencing/masonry walls with suitable landscaping. The designated space for source separation shall be shown on either the building plans or on the site plan accompanying an application for Building and Development Permits.
- 2.3.19 The Development Officer may approve changes to the exterior architectural appearance of the apartment building, provided that plans are submitted for any changes of the building design and that such changes, in the opinion of the Development Officer, are minor in nature.

2.4 SUBDIVISION

- 2.4.1 The Developer shall provide adequate easements to access the rear of individual townhouse units by their respective owners and these right-of-way easements shall be shown on the final plan of subdivision, as generally illustrated on Schedule "B". The Developer agrees to convey these right-of-way easements to individual property owners at the time of conveyance of the individual lots. The conditions attached to the right-of-way easements will ensure that they are kept clear.
- 2.4.2 Lot frontage for the apartment building lot shall be a minimum of 6.9 m (23 ft.).
- 2.4.3 Parkland dedication will consist of cash-in-lieu to be determined at the subdivision stage in accordance with the Regional Subdivision By-law and based on the average assessed value of the proposed 16 individual townhouse lots and the apartment building lot.
- 2.4.4 Readdressing of two existing properties on Berts Drive may be necessary in order to accommodate the 16 townhouse units and the 14-unit apartment building. Prior to obtaining subdivision approval for the proposed townhouse lots and the apartment building lot, the Developer shall contact HRM Civic Addressing to determine which property owner, if any, would be affected by a readdressing exercise. If readdressing is determined to be necessary by HRM Civic Addressing, the Developer will provide the affected property owners with monetary compensation in the amount of \$50 each to offset the inconvenience of having their properties assigned new civic addresses.

2.5 PARKING, CIRCULATION AND ACCESS

- 2.5.1 The driveway/circulation aisle layout and the number and layout of vehicular parking spaces on the Lands shall be as generally illustrated on Schedule "B".
- 2.5.2 Each townhouse unit shall be serviced by an individual private driveway.
- 2.5.3 With the exception of two townhouse units, as shown on Schedule "B", all individual private driveways serving the townhouse units shall be paired with a 30 cm (1 ft.) wide strip of masonry material between driveways.
- 2.5.4 The apartment building shall be serviced by a clustered vehicular parking area containing 16 parking spaces. Two of these 16 parking spaces shall be reserved for visitor parking.
- 2.5.5 All parking spaces contained within the clustered vehicular parking area shall comply with the minimum requirements of the Land Use By-law.

- 2.5.6 The circulation aisle servicing the apartment building shall have a minimum travel surface width of 6.9 m (23 ft.) and a maximum travel surface width of 9.9 m (33 ft.).
- 2.5.7 All private driveways, the clustered vehicular parking area and the circulation aisle shall have a finished hard surface such as asphalt, concrete, paving blocks or an acceptable equivalent in the opinion of the Development Officer.
- 2.5.8 The limits of the clustered vehicular parking area and the circulation aisle shall be defined by curbing and landscaping.
- 2.5.9 Where the clustered vehicular parking area and the circulation aisle are to be delineated by curbing, such curbing shall not be asphalt.
- 2.5.10 Walkways connecting the apartment building with Main Avenue shall be provided by the Developer, as generally shown on Schedule "B". The walkways shall have a finished hard surface such as concrete, paving blocks or an acceptable equivalent in the opinion of the Development Officer. The walkways shall not be surfaced with asphalt.
- 2.5.11 The apartment building shall include 7 designated bicycle parking spaces (Class A) in accordance with the requirements of the Halifax Mainland Land Use By-law.

2.6 LANDSCAPING

- 2.6.1 A detailed Landscape Plan prepared by a Landscape Architect (that is a full member, in good standing, of the Canadian Society of Landscape Architects) shall be submitted with the application for the first Building and Development Permits. The detailed Landscape Plan shall, as a minimum, identify trees to be preserved, incorporate the landscaping shown on Schedule "B", as well as identify further measures to provide a buffer and/or screening between the apartment building and adjacent residential properties and for aesthetic enhancement of the apartment building site. The Plan should maintain as much of the natural landscape and mature living trees as can be reasonably achieved on the apartment building site.
- 2.6.2 Planting details for each type of plant material proposed on the Landscape Plan shall be provided, including species list with quantities, size of material, and common and botanical names (species and variety).
- 2.6.3 All plant material shall conform to the Canadian Nursery Trades Association's Metric Guide Specifications and Standards and sodded areas to the Canadian Nursery Sod Growers' Specifications.

- 2.6.4 Deciduous trees to be planted shall have a minimum of 60 mm caliper (2.4 inch diameter). Coniferous trees shall be a minimum of 1.5 m (5 ft.) high and upright shrubs shall have a minimum height of 60 cm (2 ft.).
- 2.6.5 The Landscape Plan shall include a solid board wood fence of a minimum of 1.5 m (5 ft.) in height but no greater than 1.8 m (6 ft.) in height between the proposed apartment building and the backyards of the proposed townhouses identified as units T1 to T11 on Schedule "B". The solid board wood fence shall include a gate for each of the individual townhouse lots in order to provide access to the abutting right-of-way easement.
- 2.6.6 In order to provide buffering for the townhouses identified as units T12 to T16 on Schedule "B", the Landscape Plan shall propose along the rear lot lines of the townhouse units either a fence, as described under Subsection 2.6.5, or a row of coniferous trees or upright shrubs as described under Subsection 2.6.4.
- 2.6.7 Construction Details or Manufacturer's Specifications for all constructed landscaping features, such as fencing, retaining walls, exterior waste management facilities, etc, shall be provided to the Development Officer with the application for the first Building and Development Permits, and shall describe their design, construction, specifications, hard surface areas, materials and placement so that they will enhance the design of the apartment building and the character of the surrounding area.
- 2.6.8 All retaining wall systems are to be identified including the height and type of fencing proposed in conjunction with it. A construction detail of any fence and wall combination shall be provided and certified by a Professional Engineer.
- 2.6.9 All retaining walls on the Lands shall be constructed of a decorative precast concrete or modular stone retaining wall system, or an acceptable equivalent in the opinion of the Development Officer.
- 2.6.10 Shrub material shall be used to screen any electrical transformers or other utility boxes.
- 2.6.11 No landscaping greater than 60 cm (2 ft.) in height shall be permitted within the daylight triangle of any public intersection or internal circulation aisle.
- 2.6.12 Prior to issuance of an Occupancy Permit for either the apartment building or a townhouse unit, the Developer shall submit to the Development Officer a letter prepared by a member in good standing of the Canadian Society of Landscape Architects certifying that all landscaping has been completed for that particular phase, in accordance with the terms of this Agreement.

2.6.13 Notwithstanding Subsection 2.6.12, should weather conditions be such that it is impossible to complete the landscaping work before the apartment building or townhouse is ready to be occupied, an Occupancy Permit may be issued for that particular phase without certification from a member in good standing of the Canadian Society of Landscape Architects provided the Developer supplies a security deposit in the amount of 110 per cent of the estimated cost to complete the landscaping. The security shall be in favour of the Municipality and shall be in the form of a certified cheque or automatically renewing, irrevocable letter of credit issued by a chartered bank. The security shall be returned to the Developer only upon completion of the work as described herein, and as approved by the Development Officer. Should the Developer not complete the landscaping within twelve months of issuance of the Occupancy Permit, the Municipality may use the deposit to complete the landscaping as set out in this Section of the agreement. The Developer shall be responsible for all costs in this regard exceeding the deposit. The security deposit or unused portion of the security deposit shall be returned to the Developer upon completion of the work and its certification.

2.7 TREE PRESERVATION

2.7.1 Every effort shall be made to ensure the preservation of the existing mature living trees, 76 mm caliper (3 inches) or greater for deciduous trees and 1.5 m (5 ft.) or higher for coniferous trees, designated on the Landscape Plan to be preserved on the apartment building site. Tree removal will be allowed for the construction of the apartment building, the circulation aisle and the clustered vehicular parking area, but not for accessory buildings. The Landscape Plan required in Section 2.6 shall identify the limits of disturbance, tree preservation areas, the location of hoarding fences and any stockpile locations.

2.7.2 Proper arboricultural practices shall be undertaken and shall include such activities as the erection of tree protective hoarding fences located as close to the drip-line of the trees to be preserved as possible for the duration of construction and the pruning of any damaged limbs or roots. Stockpiling of soil or materials or the movement of equipment will not be permitted within the hoarded areas. No excavation/soil disturbance within 3 m (10 ft.) to the trunk of any tree to be preserved will be permitted.

2.7.3 Notwithstanding Subsections 2.7.1 and 2.7.2 of this Agreement, where a Certified Arborist, Landscape Architect, Landscape Technologist, Urban Forester or other person with an equivalent degree or diploma engaged by the Developer or apartment building lot owner certifies in writing that a tree poses a danger to people or property or is in severe decline, the Development Officer may permit the tree to be removed. Any tree removed shall be replaced with a similar species, at the expense of the Developer or apartment building lot owner. Replacement trees shall have minimum sizes of 60 mm caliper (2.4 inches diameter) for deciduous trees and minimum heights of 1.5 m (5 ft.) for coniferous trees.

- 2.7.4 Any trees shown on the Landscape Plan to be preserved that are damaged or improperly removed shall be replaced, at the expense of the Developer or apartment building lot owner, two new trees for each damaged tree, with trees of the same type and with minimum sizes of 80 mm caliper (3.14 inches diameter) for deciduous trees and minimum heights of 2 m (6 ft. 8 inches) for coniferous trees.

2.8 BUILDING AND SITE LIGHTING

Lighting shall be directed to driveways, circulation aisles, parking areas, loading areas, building entrances and walkways and shall be arranged so as to divert the light away from streets, adjacent lots and buildings.

2.9 MAINTENANCE

The Developer or lot owner shall maintain and keep in good repair all portions of the development on the Lands, including but not limited to, the interior and exterior of the buildings, fencing, walkways, recreational amenities, parking areas and driveways, and the maintenance of all landscaping including the replacement of damaged or dead plant stock, trimming and litter control, garbage removal and snow removal on walkways and driveways.

2.10 REQUIREMENTS PRIOR TO APPROVAL

- 2.10.1 Prior to making an application for any municipal permits for the 14-unit apartment building, the Developer shall complete the MICI (Multi-unit/ Industrial/ Commercial/ Institutional) process.
- 2.10.2 Prior to the issuance of Building and Development Permits for any of the components of the development, the Developer shall provide all of the following to the Development Officer:
- (a) Site Servicing Plan prepared by a Professional Engineer and acceptable to the Development Engineer;
 - (b) Landscape Plan prepared by a member in good standing of the Canadian Society of Landscape Architects in accordance with Sections 2.6 and 2.7 of this Agreement; and,
 - (c) Site Disturbance Plan prepared by a Professional Engineer in accordance with Section 4.1.
- 2.10.3 Prior to the issuance of an Occupancy Permit for each phase of the development (either the apartment building or townhouses), the Developer shall provide all of the following to the Development Officer:

- (a) Written confirmation from the Development Engineer indicating compliance with Section 3.1 of this Agreement; and,
- (b) Certification from a member in good standing of the Canadian Society of Landscape Architects indicating that the Developer has complied with the Landscape Plan required pursuant to Section 2.6 of this Agreement, or Security in accordance with Subsection 2.6.13.

2.10.4 Notwithstanding any other provision of this Agreement, the Developer shall not occupy or use the Lands for any of the uses permitted by this Agreement unless an Occupancy Permit has been issued by the Municipality. No Occupancy Permit shall be issued by the Municipality unless and until the Developer has complied with all applicable provisions of this Agreement and the Land Use By-law (except to the extent that the provisions of the Land Use By-law are varied by this Agreement) and with the terms and conditions of all permits, licenses, and approvals required to be obtained by the Developer pursuant to this Agreement.

PART 3: STREETS AND MUNICIPAL SERVICES

3.1 OFF-SITE DISTURBANCE

- 3.1.1 Any disturbance to existing off-site infrastructure resulting from the development, including but not limited to, streets, sidewalks, curbs and gutters, street trees, landscaped areas and utilities, shall be the responsibility of the Developer, and shall be reinstated, removed, replaced or relocated by the Developer as directed by the Development Officer, in consultation with the Development Engineer.
- 3.1.2 Without limiting the generalities of Subsection 3.1.1, the Developer is responsible for repaving (top lift) of the full width of Berts Drive and Main Avenue at the following locations:
 - (a) On Berts Drive between the driveway of townhouse unit T1 and the driveway of townhouse unit T11, inclusive; and
 - (b) On Main Avenue between the apartment building driveway access and the driveway of townhouse unit T16, inclusive.
- 3.1.3 All street construction shall satisfy Municipal Service Systems Specifications unless otherwise provided for in this Agreement and shall receive written approval from the Development Engineer prior to undertaking the work.
- 3.1.4 Prior to the issuance of any Street and Services Permits, the Developer shall provide a construction time schedule acceptable to the Municipality with a performance security in the amount of 110 per cent of the estimated cost of

repaving (top lift) Berts Drive and Main Avenue, as specified under Subsection 3.1.2. The security shall be in favour of the Municipality and may be in the form of a certified cheque or irrevocable, automatically renewable letter of credit in the Municipality's name issued by a chartered bank. Should the Developer not complete the work within the agreed upon time schedule, the Municipality may use the deposit to complete the work as set out in Subsection 3.1.2. The Developer shall be responsible for all cost in this regard exceeding the deposit. The security deposit or unused portion of the security deposit shall be returned to the Developer only upon completion of the work and its certification.

3.2 GARBAGE COLLECTION FOR APARTMENT BUILDING

The Developer shall be responsible for garbage collection from the apartment building. The Municipality shall be relieved of any and all responsibility respecting garbage collection from the apartment building.

3.3 UNDERGROUND SERVICES

All secondary electrical, telephone and cable service to all townhouse units and the apartment building shall be underground installation.

PART 4: ENVIRONMENTAL PROTECTION MEASURES

4.1 SITE DISTURBANCE PLAN

Prior to the commencement of any site works on the Lands, including earth movement and/or tree removal other than that required for preliminary survey purposes, or associated off-site works, the Developer shall submit to the Development Officer a detailed Site Disturbance Plan (including erosion and sedimentation control measures) prepared by a Professional Engineer indicating the sequence and phasing of construction and the areas to be disturbed or undisturbed.

PART 5: AMENDMENTS

5.1 SUBSTANTIVE AMENDMENTS

Amendments to any matters not identified under Section 5.2 shall be deemed substantive and may only be amended in accordance with the approval requirements of the *Municipal Government Act*.

5.2 NON-SUBSTANTIVE AMENDMENTS

The following items are considered by both parties to be non-substantive and may be amended by resolution of Community Council:

- (a) The granting of an extension to the date of commencement of development as identified in Section 7.3 of this Agreement; and,
- (b) The granting of an extension to the length of time for the completion of the development as identified in Section 7.4 of this Agreement.

PART 6: ENFORCEMENT AND RIGHTS AND REMEDIES ON DEFAULT

6.1 ENFORCEMENT

The Developer agrees that any officer appointed by the Municipality to enforce this Agreement shall be granted access onto the Lands during all reasonable hours without obtaining consent of the Developer. The Developer further agrees that, upon receiving written notification from an officer of the Municipality to inspect the interior of any building located on the Lands, the Developer agrees to allow for such an inspection during any reasonable hour within 24 hours of receiving such a request.

6.2 FAILURE TO COMPLY

If the Developer fails to observe or perform any covenant or condition of this Agreement after the Municipality has given the Developer thirty (30) days written notice of the failure or default, except that such notice is waived in matters concerning environmental protection and mitigation, then in each such case:

- (1) The Municipality shall be entitled to apply to any court of competent jurisdiction for injunctive relief including an order prohibiting the Developer from continuing such default and the Developer hereby submits to the jurisdiction of such Court and waives any defense based upon the allegation that damages would be an adequate remedy;
- (2) The Municipality may enter onto the Lands and perform any of the covenants contained in this Agreement or take such remedial action as is considered necessary to correct a breach of the Agreement, whereupon all reasonable expenses whether arising out of the entry onto the Lands or from the performance of the covenants or remedial action, shall be a first lien on the Lands and be shown on any tax certificate issued under the Assessment Act;
- (3) The Municipality may by resolution discharge this Agreement whereupon this Agreement shall have no further force or effect and henceforth the development of the Lands shall conform with the provisions of the Land Use By-law; and/or,
- (4) In addition to the above remedies, the Municipality reserves the right to pursue any other remediation under the *Municipal Government Act* or Common Law in order to ensure compliance with this Agreement.

PART 7: REGISTRATION, EFFECT OF CONVEYANCES AND DISCHARGE

7.1 REGISTRATION

A copy of this Agreement and every amendment and/or discharge of this Agreement shall be recorded at the Registry of Deeds or Land Registry Office at Halifax, Nova Scotia and the Developer shall incur all cost in recording such documents.

7.2 SUBSEQUENT OWNERS

7.2.1 This Agreement shall be binding upon the parties thereto, their heirs, successors, assigns, mortgagees, lessees and all subsequent owners, and shall run with the Lands which is the subject of this Agreement until this Agreement is discharged by Council.

7.2.2 Upon the transfer of title to any lot, the subsequent owner(s) thereof shall observe and perform the terms and conditions of this Agreement to the extent applicable to the lot.

7.3 COMMENCEMENT OF DEVELOPMENT

7.3.1 In the event that development on the Lands has not commenced within two (2) years from the date of registration of this Agreement at the Registry of Deeds or Land Registry Office, as indicated herein, the Agreement shall have no further force or effect and henceforth the development of the Lands shall conform with the provisions of the Land Use By-law.

7.3.1.1 For the purposes of Subsection 7.3.1, commencement of development shall mean the installation of footings/foundation for either the apartment building or for the first row of townhouse units.

7.3.1.2 For the purpose of Subsection 7.3.1, Council may consider granting an extension of the commencement of development time period through a resolution under Section 5.2, if the Municipality receives a written request from the Developer at least sixty (60) days prior to the expiry of the commencement of development time period.

7.4 COMPLETION OF DEVELOPMENT

Upon the completion of the development or portions thereof, or after four (4) years from the date of registration of this Agreement with the Registry of Deeds or Land Registry Office, whichever time period is less, Council may review this Agreement, in whole or in part, and may:

- (a) Retain the Agreement in its present form;
- (b) Negotiate a new Agreement; or,

- (c) Discharge this Agreement on the condition that for those portions of the development that are deemed complete by Council, the Developer's rights hereunder are preserved and the Council shall apply appropriate zoning pursuant to the Halifax Municipal Planning Strategy and Halifax Mainland Land Use By-law, as may be amended from time to time.

WITNESS that this Agreement, made in triplicate, was properly executed by the respective Parties on this _____ day of _____, A.D., 2007.

SIGNED, SEALED AND DELIVERED)	HAGE INVESTMENTS LIMITED
)	
in the presence of)	
)	Per: _____
_____)	
)	
)	
)	
SEALED, DELIVERED AND)	
ATTESTED to by the proper)	
signing officers of Halifax Regional)	HALIFAX REGIONAL MUNICIPALITY
Municipality duly authorized)	
in that behalf in the presence)	Per: _____
of)	MAYOR
_____)	
)	Per: _____
)	MUNICIPAL CLERK

46 207



MAIN AVENUE

FARES MILLER
ACQUISITION ENGINEER PLANNING
Wm. P. Miller
1988

PROPOSED 14 UNIT
APARTMENT COMPLEX/
TOWNHOUSES

SITE PLAN

NAME:

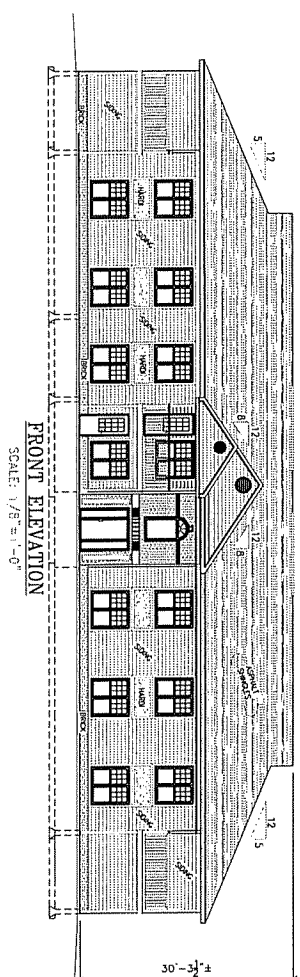
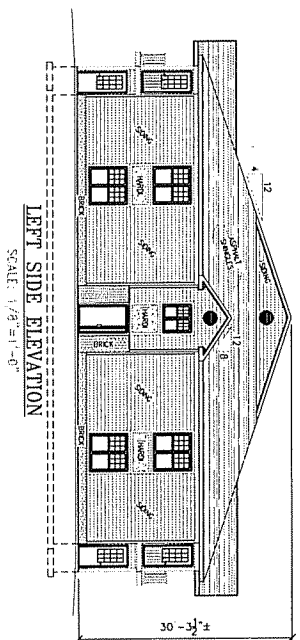
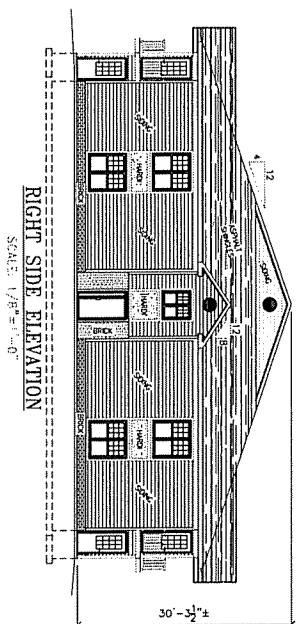
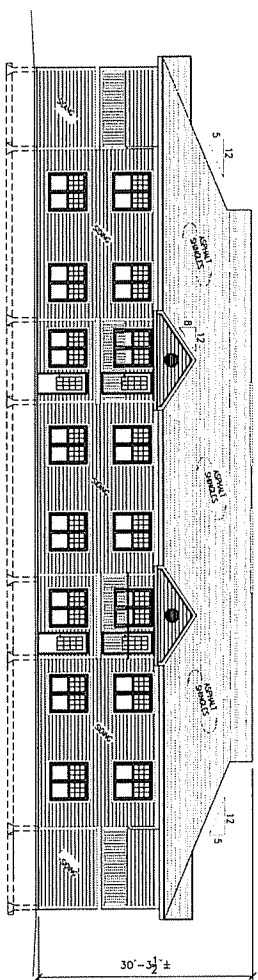
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2007/07/17. The data are available at www.irs.gov.

20064

SCHEDULE B - SITE PLAN

Plan # 0103300013

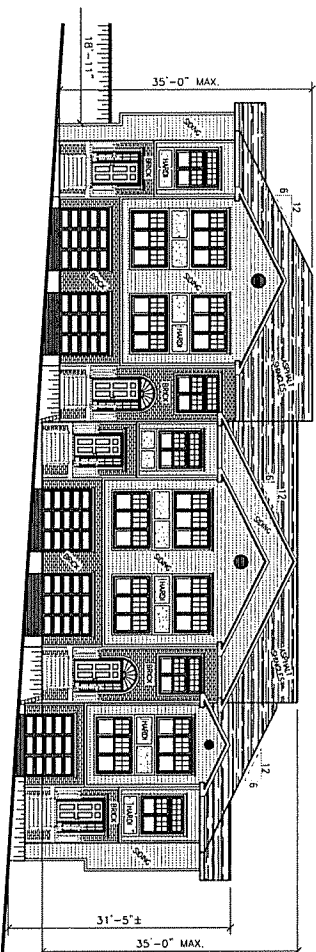


REVISIONS		NO.	DATE	REASON FOR REVIEW	DESCRIPTION
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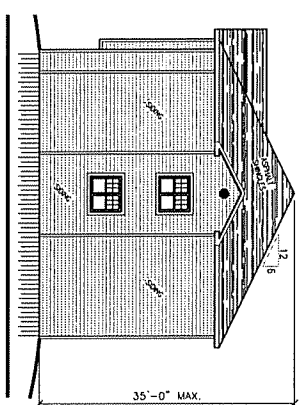
FARRELL MILLER
ARCHITECTS & INTERIORS PLANNERS
SPECIALISTS IN
WINE BARS

PROPOSED 14 UNIT
APARTMENT COMPLEX/
TOWNHOUSES
BERT'S DRIVE
HALIFAX, NOVA SCOTIA
7-2-76

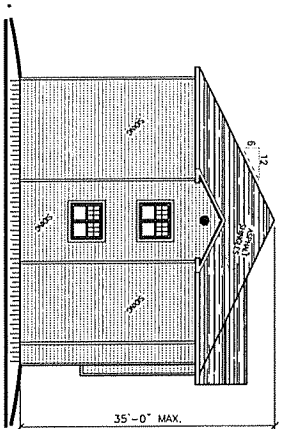
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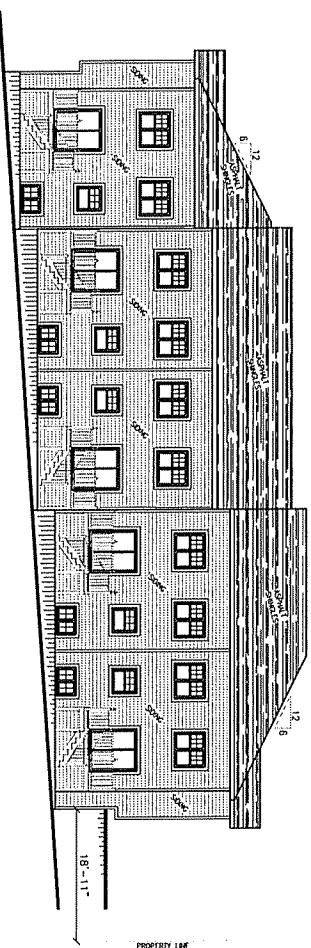
MAIN AVENUE ELEVATION
SCALE: 3/32"=1'-0"



RIGHT SIDE ELEVATION
SCALE: 3/32"=1'-0"



LEFT SIDE ELEVATION
SCALE: 3/32"=1'-0"



REAR ELEVATION
SCALE: 3/32"=1'-0"

[illegible]

FARES MILLER
ARCHITECTS | ENGINEERS | PLANNERS
— — —
WIN PALS

PROPOSED 14 UNIT
APARTMENT COMPLEX/
TOWNHOUSES
BERT'S DRIVE
HALIFAX, NOVA SCOTIA

ELEVATIONS

DATE	3/32" ± 1" - 0"	DATE	FEB. 2007
SYSTEM	RJB	PROJECT	A1

Attachment "B"
Relevant Halifax MPS Policies (Fairview Secondary Plan Area)

- 1.6 For lots larger than one acre in areas designated medium-density on Map 2 of this Plan, Council may approve any medium-density residential development not otherwise permitted by the Land Use Bylaw under the development agreement provisions of the Planning Act. In considering any such development agreement, Council shall have regard for:
- (a) compatibility with the surrounding neighbourhood in regard to scale, density and height;
 - (b) the adequacy of municipal services;
 - (c) the General Provisions parts of the Land Use Bylaw: Mainland Area (in the area west of Dutch Village Road); Peninsula Area (in the area east of Dutch Village Road);
 - (d) the preservation of mature trees wherever possible;
 - (e) for any development adjacent to the public open space known as Glenforest Park:
 - (i) public access to Glenforest Park should be provided by road or a pedestrian walkway from Main Avenue;
 - (ii) any open space deeded to the City as part of any redevelopment should be complimentary to Glenforest Park and the access provided for in (i) above.

Attachment "C"

Public Information Meeting
June 7, 2007
Case 01033

In attendance: Councillor Walker
Luc Ouellet, Planner, Planning Applications
Gail Harnish, Planning Services
Cesar Saleh, W.M. Fares

Mr. Luc Ouellet called the public information meeting to order at approximately 7:00 p.m. at the Keshen Goodman Library. He indicated he understood there was an issue with the meeting notices. Our mailroom confirmed the notices were handed over to Canada Post. It is good to see a good turnout for the meeting.

Mr. Ouellet pointed out the site in question, noting there is currently a building on the site which has been abandoned for a number of years. He also pointed out the notification area on the map. He reviewed the development agreement process:

- we received an application
- we did a preliminary review of the application (the policy set is included on the last page of the handout)
- we are now at the public information meeting
- we will do a detailed review of the application
- we will prepare a staff report which will be tabled with Chebucto Community Council
- Community Council then has two options - either set a date for the public hearing or reject the application
- the public hearing is held, following which Council will make a decision
- there is an appeal period

An individual questioned what happens after the approval.

Mr. Ouellet responded that if the application is approved by Community Council, a notice of approval is placed in the newspaper. If there is no appeal within fourteen days, the development agreement is signed by the developer as well as the Mayor and Clerk for HRM, and is then sent to the Registry of Deeds to be registered against the land. It does not replace the zone but is another layer.

An individual questioned whether there has been an examination of the land to determine the presence of bedrock.

Mr. Ouellet responded that has not been done yet but would be done as part of the process. HRM has a Blasting By-law in place.

An individual questioned whether there was a law on the books which says you cannot blast in HRM.

Mr. Ouellet responded there is a by-law that controls blasting. There is a third party consultant that is hired and paid for by the developer who does a review before, during, and after the blasting. They have to have insurance.

An individual questioned whether there would be an examination of the rock foundations before this goes to hearing.

Mr. Ouellet responded we do not know that by then. Mr. Saleh advised they have not done a detailed review of that yet.

An individual stated he lived on Evans Avenue for the past thirty years. When they were blasting for the apartments on the other side of Glenforest Drive, there were cracks in his home as a result of the blasting. Are there going to be cracks in the nearby homes again?

Mr. Ronald Grantham said the last time there was blasting, he had an insurance company come in and do a preblast survey. When it was finished, his foundation was split, his chimney was ruined and he lost two front windows. He was informed the blasting company would look after his expenses but they did not. He paid \$700 for each window, \$800 for the chimney, and then paid to fix the cracks in his foundation.

Mr. Ouellet advised the new Blasting By-law came into effect around 2004 because of the problems occurring around HRM from blasting.

Mr. Grantham said he had them put the seismic machine in his driveway and they were using too much explosives. He had no intention of letting that happen again. He absorbed all the costs for the repairs to his home. His home was in A-1 shape and it will stay that way.

Mr. Henry Steele stated they want the information before the project starts. He lived on the other side of Evans Avenue and he got cracks as a result of the project on the other side of Glenforest Drive.

Mr. Cesar Saleh stated he worked with W.M. Fares, the company representing Hage Enterprises. The developer is mainly into single family subdivisions. They did a lot of subdivisions in Prospect as well as a seniors complex.

Mr. Saleh advised the lot size is 69,000 sq.ft., 1.6 acres. They are proposing sixteen townhouses on the perimeter of the site. They would be divided into two blocks; one on Berts Drive and one on Main Avenue. The townhouses are three levels. They have a drive-in garage at the front. The exterior is a combination of brick and siding. The second part of the proposal is a fourteen unit seniors complex, with eight 2-bedroom units and six 1-bedroom units. It will include an exercise

room and a recreation room. Sixteen parking spaces are included, two of them being accessible parking spaces.

Mr. Saleh displayed a plan showing the seniors complex which is set at the back adjacent to the existing seniors complex. The townhouses are staggered horizontally and vertically. The site will be fully finished. They have a retaining wall coming all the way on this side (pointed out). Between the townhouses and the driveway and the two storey seniors complex, they have a 6' high privacy fence and a new fence all along the property (pointed out). In the front, instead of a fence, they have a rose bush all along Main Avenue. Everything except for the driveway is landscaped.

Mr. Saleh then displayed a view from Main Avenue. The quality is the same for both blocks. This is what he meant by staggered. The roof line is not the same and horizontally each row of two is setback. The exterior is a combination of hardi-plank panels and brick. The garages are at grade. He displayed an example of the front elevation.

Mr. Saleh then displayed views of the elevations from the left and right side as well as the rear. The rear will be towards the seniors complex. He then showed the front elevation of the seniors complex. The height at the highest point on the roof is 35'. This building is slab on grade. There is no foundation which will minimize any blasting. They carried over the same building elements from the townhouses to the seniors complex. He displayed views of the elevations from the right and left hand side as well as the rear, and a floor plan of the first floor.

Mr. Saleh reviewed the merits of the proposal:

- the use is compatible with the adjacent mix of residential use, being single family, a multiple unit building, and a 41 unit seniors complex
- the plan and design of their project will add to the aesthetics of the neighbourhood and the complex at the corner
- the site will be finished with landscaping
- the architecture and building materials are compatible with the surrounding neighbourhood

Mr. Saleh indicated their proposal has been reviewed by HRM staff including Building Inspection, Fire, Parkland, the School Board, and Civic Addressing.

Mr. Saleh advised the seniors complex is strategically located to the rear of the property adjacent to the existing project. The townhouses will be individually owned and will be houses for young families at a reasonable price.

An individual asked what the average price of the townhouses would be. Mr. Saleh responded on average \$220,000.

Mr. Saleh stated they are here to listen to their concerns and to try and address them. This is the first step of the process. They do not go into indepth design until this process is finished. If

blasting is a concern, he will ask the client to go through a full geotechnical report that will tell them where blasting is required and to what extent.

An individual commented she thought it might have been done already.

Mr. Saleh responded they did an environmental study. They did some samples but only to satisfy environmental aspects. The seniors complex is slab on grade. There is no underground parking. Initially they presented a proposal for a twenty-eight unit building with four storeys and underground parking with seventeen townhouses, but staff told them they would not be in a position to recommend approval, so they revised it to be a two storey slab on grade building with sixteen townhouses. The excavation will be minimal.

Mr. Grantham questioned whether the geotechnical report would be made available for inspection.

Mr. Saleh responded they would release it. In terms of what happens when and if this is approved, the developer has to do what is included in the contract between him and HRM. The development agreement is a legal document. That is the advantage of the development agreement process compared to the as-of-right process where someone submits their application for permit.

An individual pointed out they lived right across from the rose bush. Mr. Saleh said they decided to put a rose bush there because it is more friendly, and they were also concerned about graffiti.

Mr. Clary Romans questioned how far away the building was from the property line.

Mr. Saleh responded it is 31' to the main part of the building.

Mr. Romans indicated there are existing trees. If this goes ahead, he would like to see all that landscaping remain. He asked what kind of fence they were looking at. Their preference is to maintain the vegetation.

Mr. Saleh responded that a lot of the trees are mature trees which they would like to save as much as possible.

It was noted the concentration of trees is 15' into the property.

Mr. Romans questioned what kind of fence was being considered.

Mr. Saleh responded it is a 6' high wooden privacy fence.

Mr. Romans indicated it is all solid rock. They had to drill into the rock to support the existing fence but it has fallen down.

Mr. Romans questioned whether all these units have been approved yet.

Mr. Saleh responded no, this is the first step.

Mr. Romans questioned whether there could be some movement of the building. Mr. Saleh responded yes.

Mr. Romans indicated his house was kind of close to the back of that property. If that building was twisted anti-clockwise, it would be more parallel to his building and give him more privacy. It would be nice if the existing properties and buildings were shown on the plans.

Mr. Romans questioned whether that was a fence over towards Main Avenue.

Mr. Saleh responded there would have to be a fence or vegetation. For the marketability of the project, that would have to be protected. There is a 38' back yard.

Mr. Romans indicated that in terms of traffic, the cars coming out of the driveways would have a hard time getting out onto Main Avenue.

Mr. Saleh advised they have retained a traffic consultant to give them information on how feasible and safe that is. That is underway now.

Mr. Romans referenced the townhouses along the city street and indicated they looked like they are continuous driveways. It is all pavement. They might as well pave the whole front yard. There is very little green area in front of the building. If they had duplexes with space in between, you acquire more green area. It looks like a lot of building on that property.

An individual questioned how high the townhouses would be. Mr. Saleh responded 35'. The requirements for a townhouse are almost the same as for a single family home.

The individual asked for confirmation that the seniors complex would be no higher than the existing seniors property.

Mr. Saleh responded that was correct. It would be two storeys.

Mr. MacDonell said he would also like to get a copy of the geotechnical study.

Mr. Saleh responded that once the report is done, they could come down to their office and they would discuss it with them.

An individual asked for confirmation they would have to put in water and sewer services.

Mr. Saleh responded yes and pointed out where the services would come in from.

An individual indicated the cars from the homes fronting on Main Avenue would have to exit onto a very busy street.

An individual indicated she lived right across from the entrance, and when she backed out of her driveway would have to look for the traffic from the townhouses and the seniors complex.

Mr. Saleh commented the traffic generated from a townhouse is very minimal.

An individual asked what the zoning is. Mr. Saleh responded the whole site is zoned R-2.

The individual questioned whether the R-2 zoning permitted a fourteen unit building.

Mr. Saleh responded no and indicated that is why they are here. What they are asking for is a combination of townhouses and a fourteen unit seniors complex instead of semi-detached dwellings.

Mr. Ouellet clarified this is a development agreement and not a rezoning. If they were to rezone the property to R-3 or R-4, they would only have to meet the requirements of the zone. With a development agreement, it will be a contract between the developer and the Municipality. There are policies that allow them to apply for a development agreement which would be considered by Council.

Mr. Saleh stated they applied for a development agreement which is a controlled development.

Mr. Romans asked if the zoning would remain R-2 if the development agreement was approved.

Mr. Ouellet responded yes. The zoning never disappears. Even if the development agreement is discharged, it would revert back to R-2 uses.

An individual asked about the next steps.

Mr. Ouellet responded in the coming weeks he would circulate this proposal internally in HRM. Normally Council does not meet in the summer months so he could not foresee this going to Council until either September or October, at which time they would schedule the public hearing for the following meeting.

An individual questioned where the public hearing would be held. Councillor Walker responded it would be held in this building.

The individual questioned whether the proposal could be rejected if they did not like it.

Councillor Walker responded they have to have reasons for rejection at the public hearing. You just cannot say you don't like it. The Review Board will ask if the proposal meets with the policies of the municipal planning strategy and the regional plan.

The individual stated his reason would be because there are too many houses planned for Berts Drive. It is like row housing.

An individual questioned when they would break ground and start construction if this went through despite their objections.

Mr. Saleh responded it is hard to say. Even if it is approved, they have to finish the drawings and submit them for approval. Probably not until next year.

Mr. Ouellet advised that normally we will include a commencement and completion clause in the agreement.

An individual questioned what recourse they had if they got cracks in their walls as a result of this development.

Mr. Ouellet responded the developer would have to follow the Blasting By-law. It would be reviewed by consultants. If there is damage, then the consultants have an insurance policy and have to pay out for damage done.

Mr. Grantham stated the last time they had blasting, they had a preblast survey done and they had cracks in their foundation, two windows, and their chimney. They told them "see you in court".

Mr. Ouellet indicated the Blasting By-law was put in place in 2004. Prior to that by-law, there were no rules and HRM had no control. We now have control over it and we have less problems. For the most part, the Blasting by-law has worked pretty well.

Mr. Saleh questioned whether there was anything they could do to try and put their minds at ease and to address their concerns.

Councillor Walker stated they need to see a plan showing the front and side elevations of Berts Drive. It should show how the townhouses are staggered and their driveways.

Reference was made to the development at the end of Coronation Avenue where they built townhouses that are staggered with different heights.

Ms. Hennigar questioned who is going to maintain the property for the next year. It is beginning to look like a dump and the grass has not been cut. When the McDonalds had it, they maintained it.

Mr. Saleh stated he was pretty confident it was the intention to take the building down. He would contact his client and let him know the resident's concerns. If it's the intention to take it down, perhaps he'll consider taking it down now.

An individual indicated it is blocked off separately on the corner where the old homestead was. Is that reserved or part of this project?

An individual stated he was a former insurance claims manager. He could not understand how Ronald got brushed aside by his insurance company. Most property policies have coverage for blasting damage. If you get blasting damage, the steps to take are to contact your insurance agent. They will send out for a preblast report on your house and it goes through every room and corner of your house before any blasting starts. He suggested they contact their agent and tell him about this project if they are concerned.

Mr. Saleh indicated he understood they are responsible under the new Blasting By-law to hire a third party consultant.

Mr. Romans questioned what the expected duration of this project was.

Mr. Saleh responded this is not a very extensive development. He thought the construction time for the whole thing would be six to eight months.

Mr. Romans noted there are handicapped spaces. He questioned whether there is an elevator.

Mr. Saleh responded no. Seven units are at grade level.

Mr. Romans asked what the heating system would be.

Mr. Saleh responded it is still too conceptual to know that.

Mr. Romans questioned where they would put the oil tank if they went with oil heating, and how they would get an oil truck to these houses.

Mr. Saleh responded he could not answer that yet. This has been a vacant site for awhile. Eventually it will be developed. They think this is a good proposal. They are here to work with them and to hear their concerns. They will try their best to address their concerns. They will go ahead with the geotechnical report.

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