



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

North West Community Council
April 28, 2014

TO: Chair and Members of North West Community Council
Original Signed

SUBMITTED BY: _____
Brad Anguish, Director of Community and Recreation Services

DATE: April 2, 2014

SUBJECT: Case 18944: Non-substantive Development Agreement Amendments,
26 French Village Station Road, Upper Tantallon

ORIGIN

Application by Village Station Townhomes Limited

LEGISLATIVE AUTHORITY

HRM Charter, Part VIII, Planning & Development

RECOMMENDATION

It is recommended that North West Community Council:

1. Approve the proposed amending development agreement, as contained in Attachment A, to permit a time extension and changes to the architectural design of the townhouse style dwellings at 26 French Village Station Road, Upper Tantallon; and
2. Require that the proposed amending development agreement be signed by the property owner within 120 days, or any extension thereof granted by Council on request of the property owner, from the date of final approval by Council and any other bodies as necessary, including applicable appeal periods, whichever is later; otherwise this approval will be void and obligations arising hereunder shall be at an end.

BACKGROUND

Village Station Townhomes Limited has submitted an application requesting two non-substantive amendments to the existing development agreement for 10 residential townhouse dwelling units at 26 French Village Station Road, Upper Tantallon (subject property). The applicant wishes to amend their existing development agreement to enable an alternative architectural design for the approved townhouse style dwellings and a time extension for the commencement of the development. Pursuant to the existing development agreement, these amendments are non-substantive and can be considered by a resolution of Community Council.

Existing Agreement

The existing development agreement, herein referred to as the “Agreement”, was approved by the former Western Region Community Council on April 24, 2012. The Agreement allows for the subject property to be developed with 10 residential townhouse dwelling units in two separate buildings. The Agreement requires the architectural design of each building to be constructed in a two-storey style with pitched roof forms and articulated facades; however, each building may be constructed in a single-storey style provided the architectural elements of the two-storey style are incorporated into the design (see Attachment C). The Agreement also requires the development to commence by May 4, 2015.

Site Description and Surrounding Land Uses

The subject property is:

- a vacant parcel of land and is approximately 2.65 acres in size with approximately 665 feet of frontage on French Village Station Road (Maps 1 and 2);
- bounded by a small watercourse to the east and the ‘Rails to Trails’ corridor to the south; and;
- surrounded by a mix of land uses, including an elementary school, service station, and a number of detached homes located to the west and north of the subject property. Various commercial uses are located to the south.

Designation and Zoning

The subject property is:

- designated Mixed Use A (MU-A) by the Municipal Planning Strategy for Planning Districts 1 and 3 (MPS) (Map 1); and
- zoned Mixed Use 1 (MU-1) by the Land Use By-law for Planning Districts 1 and 3 (LUB) (Map 2).

The MPS allows Community Council to consider multi-unit dwellings, including townhouse style dwellings, in the MU-A designation subject to the development agreement process. When considering a development agreement, policy requires consideration be given to the compatibility of architectural design and scale with nearby land uses. As a result, the Agreement includes specific provisions related to architectural design as noted above.

Proposal

The applicant has requested two amendments to the Agreement, both of which are non-substantive and can be approved by a resolution of Community Council. The first amendment is for changes to the exterior architectural appearance of the approved townhouse style dwellings by allowing a second design option. The proposed changes include roof pitch, window placement, entryways, cladding and the general appearance of the units as shown in Attachment D. The Agreement permits townhouse dwellings to be constructed as two-storey buildings in conformance with the Agreement's schedules (see Attachments C and D). One-storey townhouse style dwellings are also enabled provided architectural elements of the two-storey design are incorporated (see Attachment C). The proposed storey and a half townhouse design is not permitted by the Agreement.

The second amendment is for an extension to the date by which construction must begin. The Agreement requires development to commence on or before May 4, 2015, however, the applicant has requested that this date be extended by one year to allow additional time to market the project and then schedule construction activity.

DISCUSSION

Although non-substantive matters are considered by resolution of Community Council, they remain subject to applicable policy considerations of the MPS. The proposal has been reviewed in relation to MPS policy and the provisions of the Agreement. Staff have reviewed the proposed amendments and determined that they are consistent with applicable policies of the MPS for Planning Districts 1 and 3. Attachment B provides an evaluation of the proposed amendments to the applicable MPS policies. The following items are being highlighted for more detailed discussion:

Architectural Appearance and Building Scale

Policy MU-4 of the MPS contains provisions to ensure the architectural design and the scale of the townhouse style buildings are compatible with nearby land uses. The proposed design incorporates gable roof forms, dormer windows, porches, horizontal wood style siding, window surrounds, and corner boards. These design elements are characteristic of nearby existing residential buildings. Additionally, the proposed design incorporates the second storey within the gable roof form (1.5 storey design), which is also in keeping with the traditional scale of nearby residential buildings. Therefore, staff recommends approval of the proposed design changes as outlined in Attachment A.

Commencement of Construction

The Agreement requires construction on the project to commence by May 4, 2015. This limits the timeframe for the commencement of construction to approximately one year from the time Community Council will make its decision on the proposed amendments outlined in this report. The proposed time extension is reasonable as it will allow an opportunity for the amending agreement process to be completed as well as provide an ample timeframe for property pre-sales to be arranged and construction activity to be scheduled. Therefore, staff recommends approval of the proposed time extension as outlined in Attachment A.

St. Margaret's Bay Coastal Planning Advisory Committee

This application was presented to the St. Margaret's Bay Coastal Planning Advisory Committee (SMBCPAC) on February 26, 2014. The recommendations of the PAC on the application are sent to Community Council by means of a separate report.

The PAC recommended in favour of the proposed changes to the exterior appearance of the townhouse style dwellings. In addition, the PAC discussed the importance of ensuring each townhouse style building is developed in the same architectural style. To address this concern, the proposed amending development agreement requires the buildings to be developed in the same style.

The applicant's request for a time extension to the commencement of construction was not discussed by the PAC at their February 26, 2014 meeting, as it was received by staff following the date of the meeting. Typically such matters would appear before the Committee for advice, however, due to its nature and the fact that it has no material effect on the substance of the proposed development, staff chose not to direct the item to the PAC for a second time.

Conclusion

The proposed amending development agreement will enable buildings of a scale and design that are consistent with nearby dwellings as well as allow for a one year time extension for the commencement of construction. The proposed amending development agreement as contained in Attachment A of this report is consistent with the applicable MPS policies and therefore, staff recommend that it be approved by Community Council.

FINANCIAL IMPLICATIONS

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

COMMUNITY ENGAGEMENT

The community engagement process is consistent with the intent of the HRM Community Engagement Strategy. The level of community engagement was information sharing, achieved through the HRM website, responses to inquiries and public accessibility to the meetings of St. Margaret's Bay Coastal Planning Advisory Committee and North West Community Council. A public information meeting and public hearing are not required for a non-substantive amendment to a development agreement. The decision on the amendments is made by resolution of Community Council.

The proposed amending development agreement will potentially impact the following stakeholders: local residents and property owners and community or neighborhood organizations.

ENVIRONMENTAL IMPLICATIONS

No implications identified.

ALTERNATIVES

1. Community Council may choose to approve the proposed amending development agreement subject to modifications. This may necessitate further negotiations with the applicant and a supplementary report from staff.
2. Community Council may choose to refuse the proposed amending development agreement, and in doing so, must provide reasons based on a conflict with the MPS policies in effect at the time the agreement was approved. A decision of Council to refuse the proposed amending development agreement is appealable to the N.S. Utility & Review Board as per Section 262 of the *HRM Charter*.


ATTACHMENTS

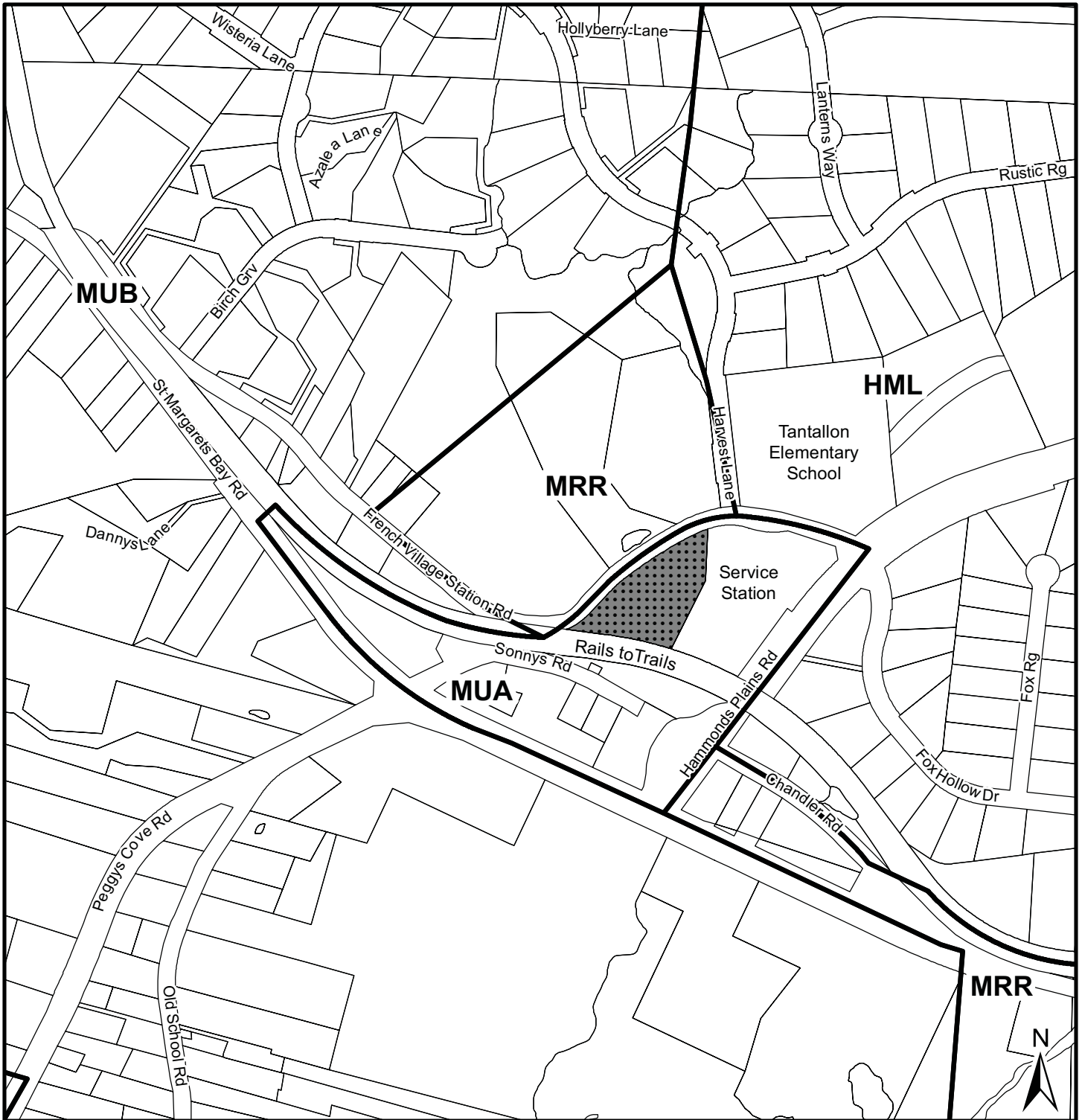
Map 1	Generalized Future Land Use Map
Map 2	Zoning
Attachment A	Proposed Amending Development Agreement with Revised Schedules
Attachment B	Applicable Policies of the Planning District 1 and 3 MPS
Attachment C	Excerpts from the Existing Development Agreement
Attachment D	Proposed and Existing Front Elevations

A copy of this report can be obtained online at <http://www.halifax.ca/council/agendasc/cagenda.html> then choose the appropriate meeting date, or by contacting the Office of the Municipal Clerk at 490-4210, or Fax 490-4208.

Report Prepared by: Graeme Buffett, Development Technician Intern, Development Approvals, 490-4653
Miles Agar, LPP, Planner 1, Development Approvals, 490-4495

Original Signed 


Report Approved by: 
Kelly Denty, Manager of Development Approvals, 490-4800

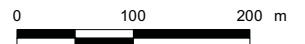


Map 1 - Generalized Future Land Use

26 French Village Station Road
Upper Tantallon



 Area of existing development agreement



Designation

- HML Hubley Mill Lake
- MRR Mixed Rural Residential
- MUA Mixed Use A
- MUB Mixed Use B

Planning District 1 & 3
(St Margarets Bay) Plan Area


This map is an unofficial reproduction of a portion of the Generalized Future Land Use Map for the plan area indicated.

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



Map 2 - Zoning

26 French Village Station Road
Upper Tantallon

 Area of existing development agreement


Planning District 1 & 3
(St Margarets Bay) Plan Area

Zone

R-A1 General Residential
 MU-1 Mixed Use 1
 MU-2 Mixed Use 2
 MRR-1 Mixed Rural Residential

HALIFAX
 REGIONAL MUNICIPALITY
 DEVELOPMENT APPROVALS

0 100 200 m



This map is an unofficial reproduction of a portion of the Zoning Map for the plan area indicated.

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

Attachment A

Proposed Amending Development Agreement

THIS AGREEMENT made this day of **[Insert Month]**, 20__,

BETWEEN:

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

OF THE FIRST PART

- and -

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

OF THE SECOND PART

WHEREAS the Developer is the registered owner of certain lands at 26 French Village Station Road, Upper Tantallon and which said lands are more particularly described in Schedule A hereto (hereinafter called the "Lands");

AND WHEREAS the Western Region Community Council of the Municipality approved an application to enter into a development agreement to allow for a townhouse style multi-unit residential development on the Lands pursuant to the provisions of the *Halifax Regional Municipality Charter* and pursuant to Policy MU-4 of the Municipal Planning Strategy for Planning Districts 1 and 3 and Section 3.6F(f) of the Land Use By-law for Planning Districts 1 and 3, which said development agreement was registered at the Halifax County Land Registration Office on May 4, 2012 as Document Number 10061643 (hereinafter called the "Existing Agreement");

AND WHEREAS the Developer has requested non-substantive amendments to the Existing Agreement to enable a time extension and changes to the exterior architectural appearance of the dwellings on the Lands;

AND WHEREAS the North West Community Council for the Municipality approved this request at a meeting held on **[Insert - Date]**, referenced as Municipal Case 18944;

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

1. Amend Section 3.1 and corresponding Schedules by adding Schedules H, I, and J as attached to this amending agreement:

“Schedule H: Architectural Plan 2 (Front Elevation)
Schedule I: Architectural Plan 2 (Left and Right Elevation)
Schedule J: Architectural Plan 2 (Rear Elevation)”

2. Deleting Section 3.6.1 and 3.6.2 and replace it with the following text:

“3.6.1 The architectural design of both dwellings shall conform with schedules D to G, inclusive.

3.6.2 Notwithstanding Section 3.6.1, the architectural design of a dwelling may be modified, provided that both dwellings conform with Schedules H to J inclusive.”

3. Deleting Section 3.6.4.

4. Deleting Section 3.10.1(d) and replacing it with the following text:

“3.10.1 (d) The designated building shall incorporate architectural elements as shown on Schedules D to G inclusive. Where the architectural design of the dwellings is modified as provided for by Section 3.6.2, the designated building shall incorporate architectural elements as shown on Schedules H to J inclusive.”

5. Deleting Section 7.3.1 and replacing it with the following text:

“7.3.1 In the event that development on the Lands has not commenced within four (4) 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.”

IN WITNESS WHEREAS the said parties to these presents have hereunto set their hands and affixed their seals the day and year first above written.

SIGNED, SEALED AND DELIVERED in
the presence of:

(Insert Registered Owner Name)

Witness

Per: _____

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

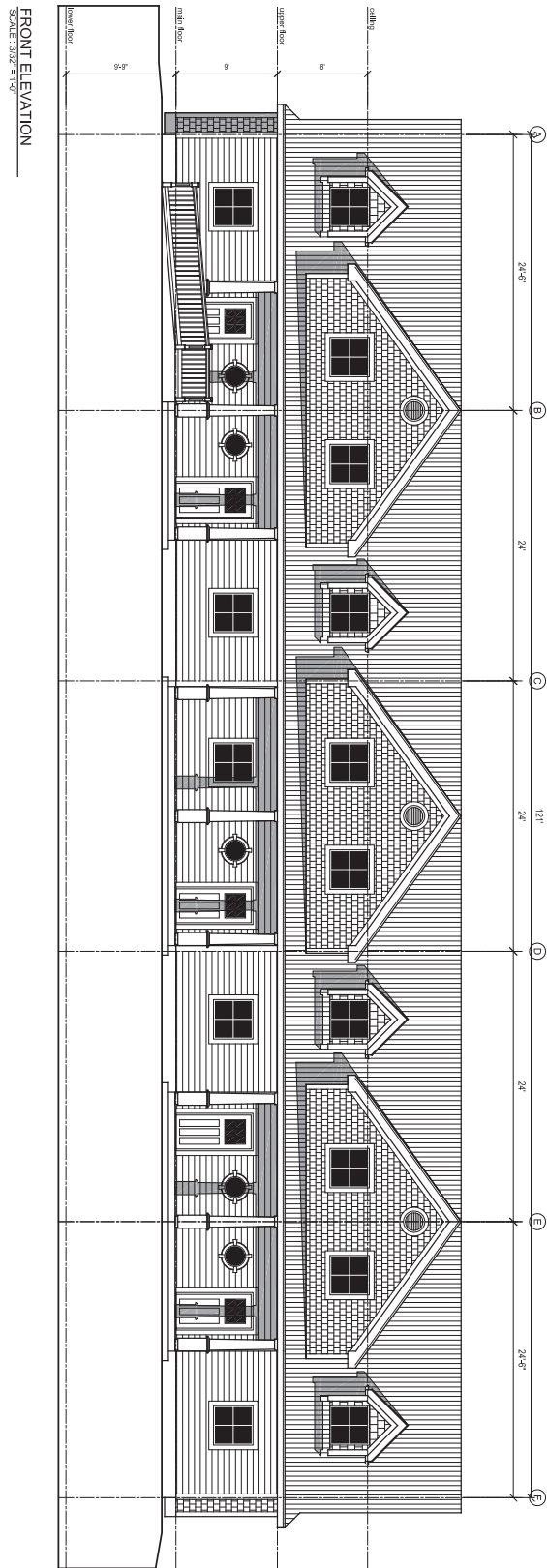
HALIFAX REGIONAL MUNICIPALITY

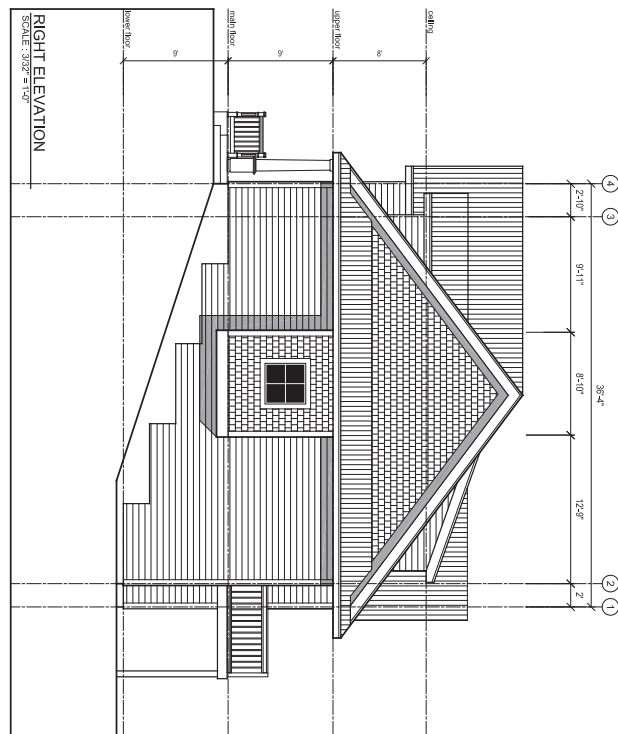
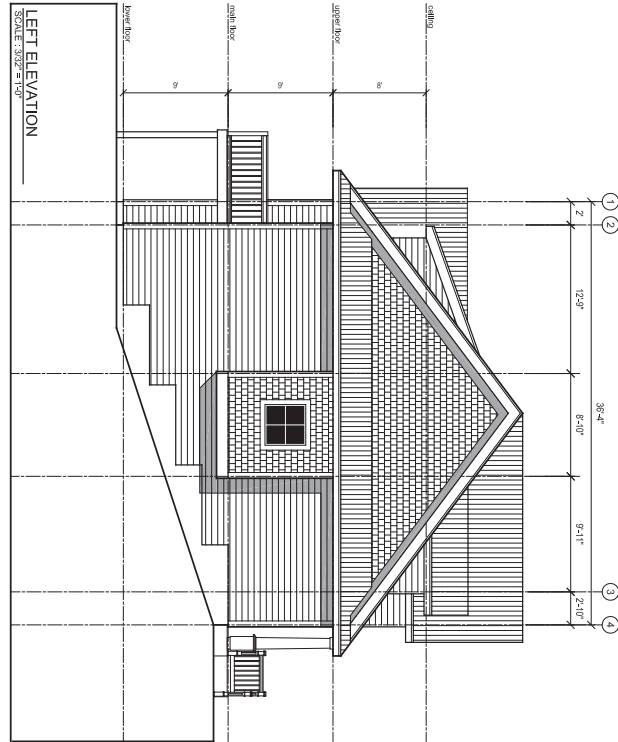
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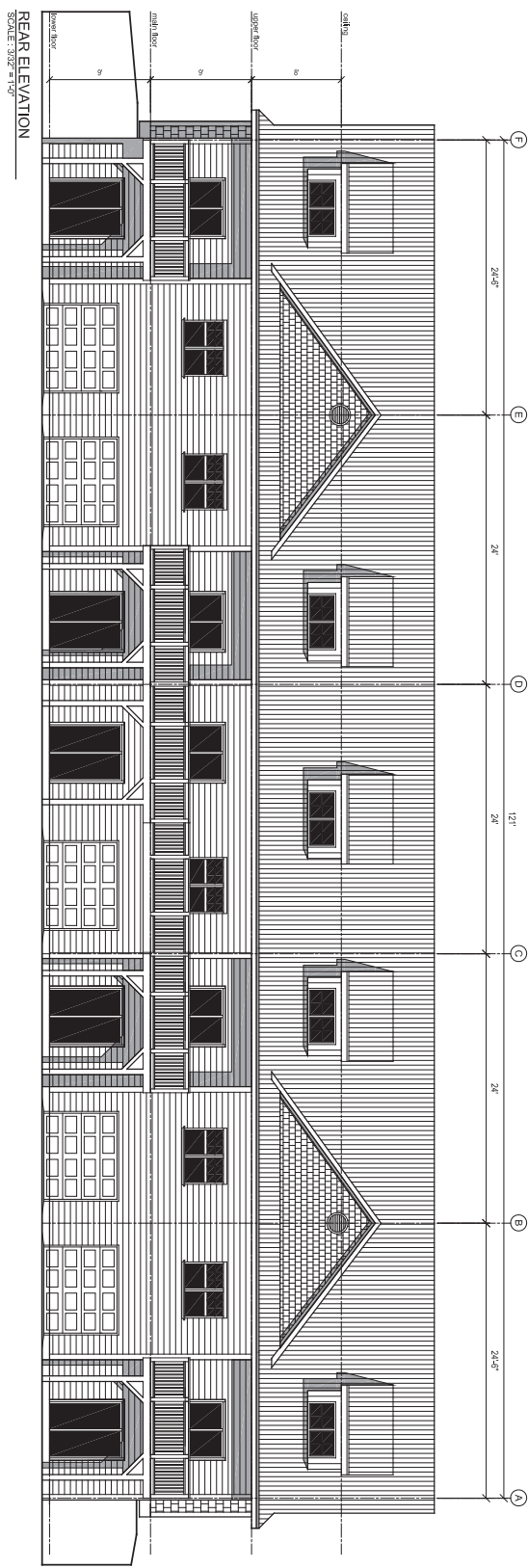
Per: _____
MAYOR

Witness

Per: _____
MUNICIPAL CLERK







Attachment B
Review of Relevant Policies from the Municipal Planning Strategy for Halifax

Policy Criteria	Staff Comment
<p><i>MU-4</i> <i>Notwithstanding Policy MU-2 , within the Mixed Use “A” and “B” Designations Council shall only consider senior citizen homes over (20) units and multiple unit dwellings within the Mixed Use Designation according to the development agreement provisions of the <u>Planning Act</u>. In considering such development agreements, Council shall have regard to the following:</i></p>	
<p><i>(a) that the architectural design and scale of any building(s) are compatible with nearby land uses;</i></p>	<p>The proposed townhouse design is consistent with the surrounding neighborhood. The design does not exceed two storeys from the adjacent streets typical of house forms in the area. The proposed design includes architectural features common to the area such as gable roof forms, dormer windows, porches, horizontal wood style siding, window surrounds, and corner boards.</p>
<p><i>(b) that adequate separation distances are maintained from low density residential developments and that landscaping measures are carried out to reduce the visual effects of the proposal;</i></p>	<p>N/A</p>
<p><i>(c) the general maintenance of the development;</i></p>	<p>N/A</p>
<p><i>(d) that open space and parking areas are adequate to meet the needs of residents and that they are suitably landscaped;</i></p>	<p>N/A</p>
<p><i>(e) the means by which solid and liquid waste will be treated;</i></p>	<p>N/A</p>
<p><i>(f) the effect of the proposed use on traffic volume and the local road networks, as well as traffic circulation in general, sighting distances and entrance to and exit from the site; and</i></p>	<p>N/A</p>
<p><i>(g) the provisions of Policy IM-9.</i></p>	<p>See below</p>
<p><i>In addition, in the case of senior citizen homes, Council shall have regard to the following:</i></p>	
<p><i>(h) preference for, but not restricted to, a site which has access to commercial and</i></p>	<p>N/A</p>

Policy Criteria	Staff Comment
<i>community facilities where such facilities are available in the immediate area; and</i>	
<i>(i) preference for a development which serves the local community.</i>	N/A
<p><i>IM-9</i> <i>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 strategy, Council shall have appropriate regard to the following matters:</i></p>	
<i>(a) that the proposal is in conformity with the intent of this strategy and with the requirements of all other municipal by-laws and regulations;</i>	The proposed townhouse design is consistent with the intent of MPS policy for multi-unit dwellings in Planning Districts 1 and 3.
<p><i>(b) that the proposal is not premature or inappropriate by reason of:</i></p> <ul style="list-style-type: none"> <i>(i) the financial capability of the Municipality to absorb any costs relating to the development;</i> <i>(ii) the adequacy of on-site sewerage and water services;</i> <i>(iii) the adequacy or proximity of school, recreation or other community facilities;</i> <i>(iv) the adequacy of road networks leading or adjacent to or within the development; and</i> <i>(v) the potential for damage to destruction of designated historic buildings and sites.</i> 	N/A
<p><i>(c) that in development agreement controls are placed on the proposed development so as to reduce conflict with any adjacent or nearby land uses by reason of:</i></p> <ul style="list-style-type: none"> <i>(i) type of use;</i> <i>(ii) height, bulk and lot coverage of any proposed building;</i> <i>(iii) traffic generation, access to and egress from the site, and parking;</i> <i>(iv) open storage;</i> <i>(v) signs; and</i> <i>(vi) any other relevant matter of planning concern.</i> 	<ul style="list-style-type: none"> <i>(i) N/A</i> <i>(ii) The proposed townhouse design will not exceed the permitted height, bulk, and lot coverage as permitted by the existing agreement.</i> <i>(iii) N/A</i> <i>(iv) N/A</i> <i>(v) N/A</i> <i>(vi) N/A</i>
<i>(d) that the proposed site is suitable with respect to the steepness of grades, soil and geological conditions, locations of watercourses, marshes or bogs and susceptibility to flooding; and</i>	N/A

Policy Criteria	Staff Comment
<i>(e) any other relevant matter of planning concern.</i>	N/A
<i>(f) Within any designation, where a holding zone has been established pursuant to “Infrastructure Charges - Policy p-79F”, 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-Jul 2/02;E-Aug 17/02)</i>	N/A

Attachment C
Excerpts from the Existing Development Agreement

3.6 Architectural Requirements

3.6.1 If the Developer chooses to construct a dwelling with more than one floor at or above the established grade fronting the public street, the architectural design of each dwelling permitted by this agreement shall conform with Schedules D to G inclusive.

3.6.2 Notwithstanding Section 3.6.1 of this agreement, if the Developer chooses to construct a dwelling with only one floor at or above the established grade fronting the public street, both dwellings shall incorporate architectural elements shown on Schedules D to G inclusive.

6.1 Non-substantive Amendments

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

- (b) Changes to the exterior architectural appearance of the dwellings, including materials, architectural treatments and fenestration pattern;
- (c) The granting of an extension to the date of commencement of development as identified in Section 7.3 of this agreement;

6.2 Substantive Amendments

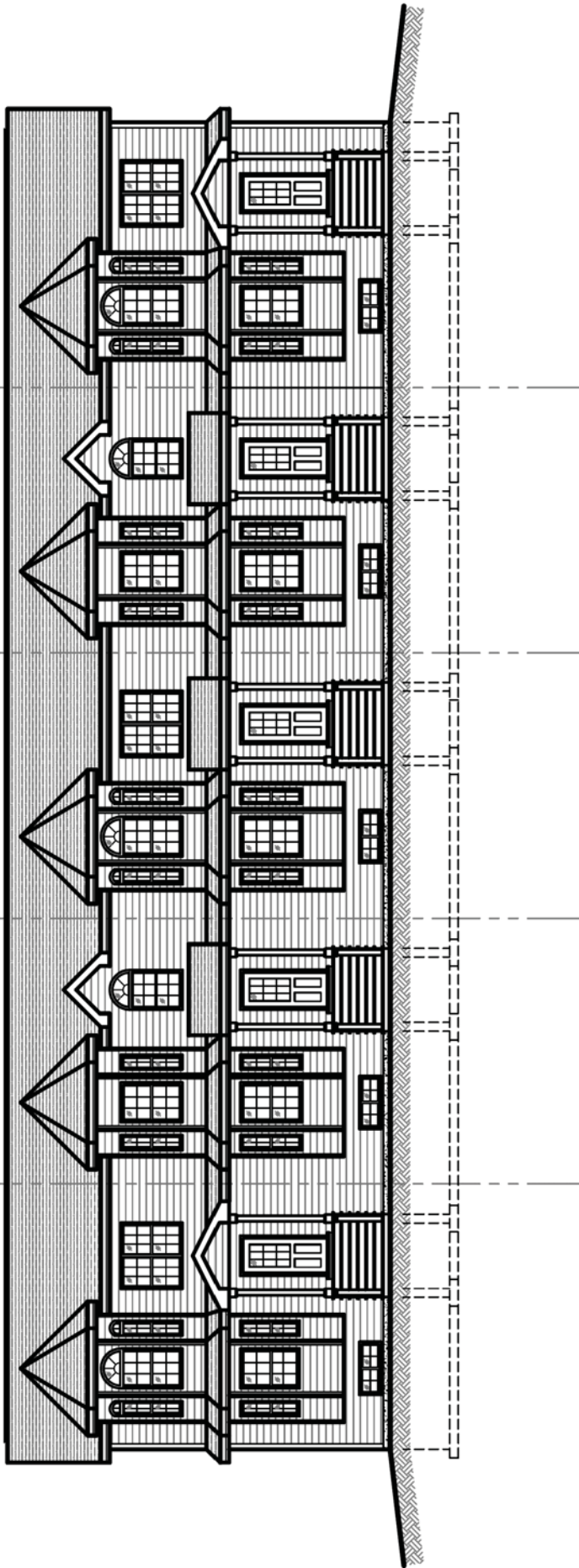
6.2.1 Amendments to any matters not identified under Section 6.1 shall be deemed substantive and may only be amended in accordance with the approval requirements of the Halifax Regional Municipality Charter.

7.3 Commencement of Development

7.3.1 In the event that development on the Lands has not commenced within three (3) years from the date of registration of this Agreement at the Registry of Deeds of 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.

7.3.2 For the purposes of this section, Council may consider granting an extension of the commencement of development time period through a resolution under Section 6.1, if the Municipality receives a written request from the Developer at least Sixty (60) calendar days prior to the expiry of the commencement of development time period.

Existing Front Elevation



Proposed Front Elevation

