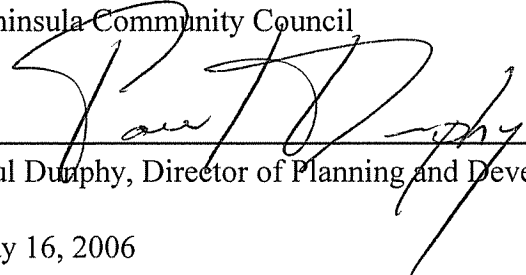




PO Box 1749
Halifax, Nova Scotia
B3J 3A5 Canada

Peninsula Community Council
June 12, 2006

TO: Peninsula Community Council

SUBMITTED BY: 
Paul Duaphy, Director of Planning and Development Services

DATE: May 16, 2006

SUBJECT: Case 00899: Non-substantive Amendment to the 5620 South Street Development Agreement, Halifax (PID 41030727)

ORIGIN

Application by Amalthea Holdings Limited on behalf of the Owners, Dimitrios and Dimitra Tsimiklis.

RECOMMENDATION

It is recommended that Peninsula Community Council:

- (1) by resolution, approve the non-substantive amendment to the 5620 South Street Development Agreement as required for the approval of a landscape plan and of the separation wall and fence along the front of the Lands as detailed in the Second Amending Agreement appended as Attachment A of this report.
- (2) require that the Second Amending Agreement be signed and returned within 120 days, or any extension thereof granted by Community Council on request of the applicant, from the date of final approval by Community 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:

This development is located mid block between South Park Street and Queen Street (refer to Map 1). There is an approved Existing Development Agreement and a First Amending Agreement in effect for this property. The Agreement was originally approved by Peninsula Community Council in August, 2004, (Case 00789) and subsequently amended on December 12, 2005 (Case 00836).

DISCUSSION:

Section 2.10 of the Existing Development Agreement enables Council to approve a landscape plan and approve the separation wall and fence along the front of the lands abutting South Street by way of a non-substantial amendment to the agreement (See Attachment B). Non-substantial amendments are approved by a resolution of Council and do not require a public hearing.

The proposed landscape plan identifies the type, size and location for proposed plant material and hard surface areas. Construction details are included which show the proposed decorative metal fence along the boundary of the site, planting beds around the parking area and the fence and wall along South Street. These items are specified in the draft Second Amending Agreement appended as Attachment A to this report.

Public Information Meeting

Given the nature of this application, a Public Information Meeting was not held.

BUDGET IMPLICATIONS

No Budget 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. Approve the draft Non-Substantive Second Amendment to the Existing Development Agreement as proposed. This is the recommended option as the proposed amendments meet the overall intent of the Development Agreements.
2. Approve the draft Non-Substantive Second Amendment to the Existing Development Agreement with modifications or conditions. Some modification or conditions may be outside the scope of a Non-Substantive Amendment and may require a Substantive Amendment to the Development Agreement.

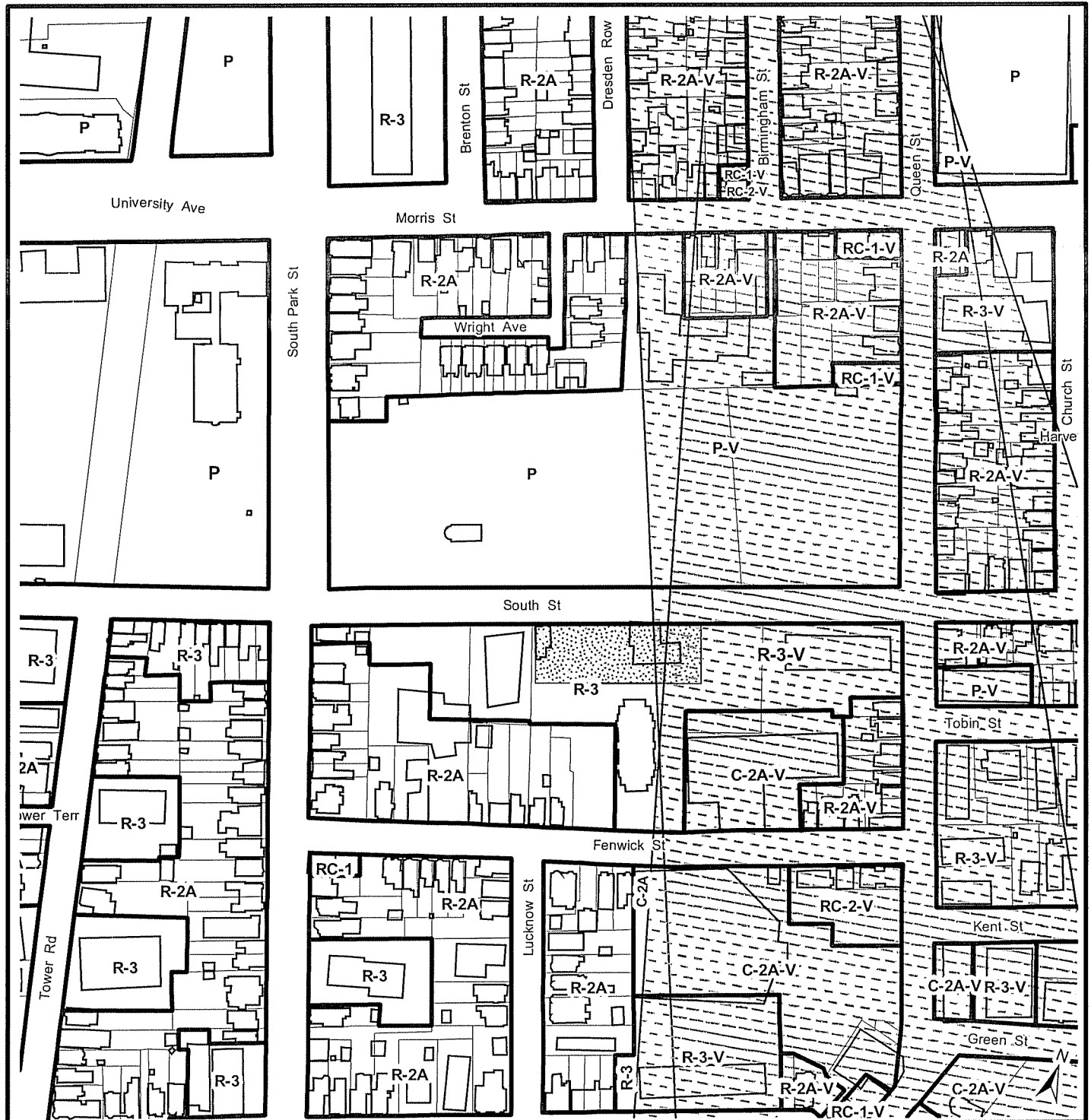
3. Council may refuse to amend the Existing Development Agreement. Pursuant to Section 230(6) of the Municipal Government Act, Council is required to provide reasons to the applicant justifying this refusal, based on policies of the MPS. This alternative is not recommended, as the Existing Development Agreement allows for this change.

ATTACHMENTS


- Map 1: Location and Zoning Map
Attachment A: Proposed Non-Substantial Second Amendment to the Existing Development Agreement for 5620 South St., with:
Schedule "O" - Landscape Plan
Schedule "P" - Section Through T-wall (SK-01)
Schedule "Q" - Elevation of Perimeter Fence (SK-02)
Schedule "R" - Section Through South Street Wall (SK-03)
Schedule "S" - Landscape Cost Estimate
Attachment B: Excerpts from the Existing Development Agreement

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


Report Prepared by: Randa Wheaton, Senior Planner, Planning and Development Services 490-4499



Map 1 - Zoning

 View plane

5620 South Street
Halifax

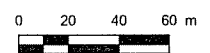
 Subject property

Halifax Peninsula
Land Use By-Law Area

Zone - (-V) within viewplane

- R-2A(-V) General Residential Conversion
- R-3(-V) Multiple Dwelling
- C-2A(-V) Minor Commercial
- RC-1(-V) Neighbourhood Commercial
- RC-2(-V) Residential Minor Commercial
- RC-3(-V) High Density Residential Minor Commercial
- P(-V) Park and Institutional

HALIFAX
REGIONAL MUNICIPALITY
PLANNING AND
DEVELOPMENT SERVICES



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

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

ATTACHMENT A

THIS AMENDING AGREEMENT made this day of , 2006,

BETWEEN:

DIMITRIOS AND DIMITRA TSIMIKLIS

both of Bedford, in the Halifax Regional Municipality,
Province of nova Scotia
(hereinafter called "the Developer")

OF THE FIRST PART

HALIFAX REGIONAL MUNICIPALITY

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

OF THE SECOND PART

WHEREAS Amalthea Holdings Limited entered into a Development Agreement with the Municipality, January 10, 2005, as Municipal Case Number 00614 to construct three (3) multiple unit residential buildings and said agreement being recorded at the Registry of Deeds in Halifax as Document Number 81305303, (hereinafter called the "Existing Agreement");

AND WHEREAS Amalthea Holdings Limited subsequently transferred its interest in the lands to Dimitrios and Dimitra Tsimiklis;

AND WHEREAS Dimitrios and Dimitra Tsimiklis are now the registered owners of the lands located at 5620 South Street, Halifax, (LRIS PID number 41030727) and which said lands are more particularly described in Schedule A to this Agreement (hereinafter called the "Lands");

AND WHEREAS Halifax Regional Municipality previously amended the Existing Agreement by entering to an amending agreement with the Developer on December 12, 2005, as Municipal Case Number 00836 to construct a single building, said agreement being recorded at the Registry of Deeds at Halifax as Document Number 85088285 (hereinafter called the "First Amending Agreement");

AND WHEREAS the Developer wishes to further amend the Existing Agreement to allow for the inclusion of a Landscape Plan and details of the separation wall or fence along the frontage for the "Lands" pursuant to the provisions of the Municipal Government Act, (hereinafter called the "Second Amending Agreement");

AND WHEREAS Peninsula Community Council for the Municipality approved this request at a meeting held on , 2006, referenced as Municipal Case 00899;

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

1. Add the following Schedules of this Amending Agreement to the Existing Agreement:

- Schedule "O" - Landscape Plan
- Schedule "P" - Section Through T-wall (SK-01)
- Schedule "Q" - Elevation of Perimeter Fence (SK-02)
- Schedule "R" - Section Through South Street Wall (SK-03)
- Schedule "S" - Landscape Cost Estimate

2. Replace Section 2.9.1 of the Existing Agreement with the following:

Landscaping for the Lands shall comply with Schedules "O" to "S" inclusive as attached to this Second Amending Agreement. The Developer shall submit these plans and cost estimate to the Development Officer for approval as part of the first development permit application and subsequent to the approval of this non-substantive amendment before any development permit may be issued. The intent of the landscaping is to provide aesthetic enhancement.

3. All other terms of the Existing Agreement and the First Amending Agreement shall remain in full force and effect.

4. Time is of the essence of this agreement.

5. This Second Amending Agreement and everything contained herein shall be binding upon the Parties hereto, their heirs, successors and assigns.

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

SIGNED, SEALED AND DELIVERED
in the presence of:

Per _____

Per _____

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

Per _____

) DIMITRIOS TSIMIKLIS

)

) Per _____

)

) DIMITRA TSIMIKILIS

)

) Per _____

)

) HALIFAX REGIONAL MUNICIPALITY

)

) Per _____

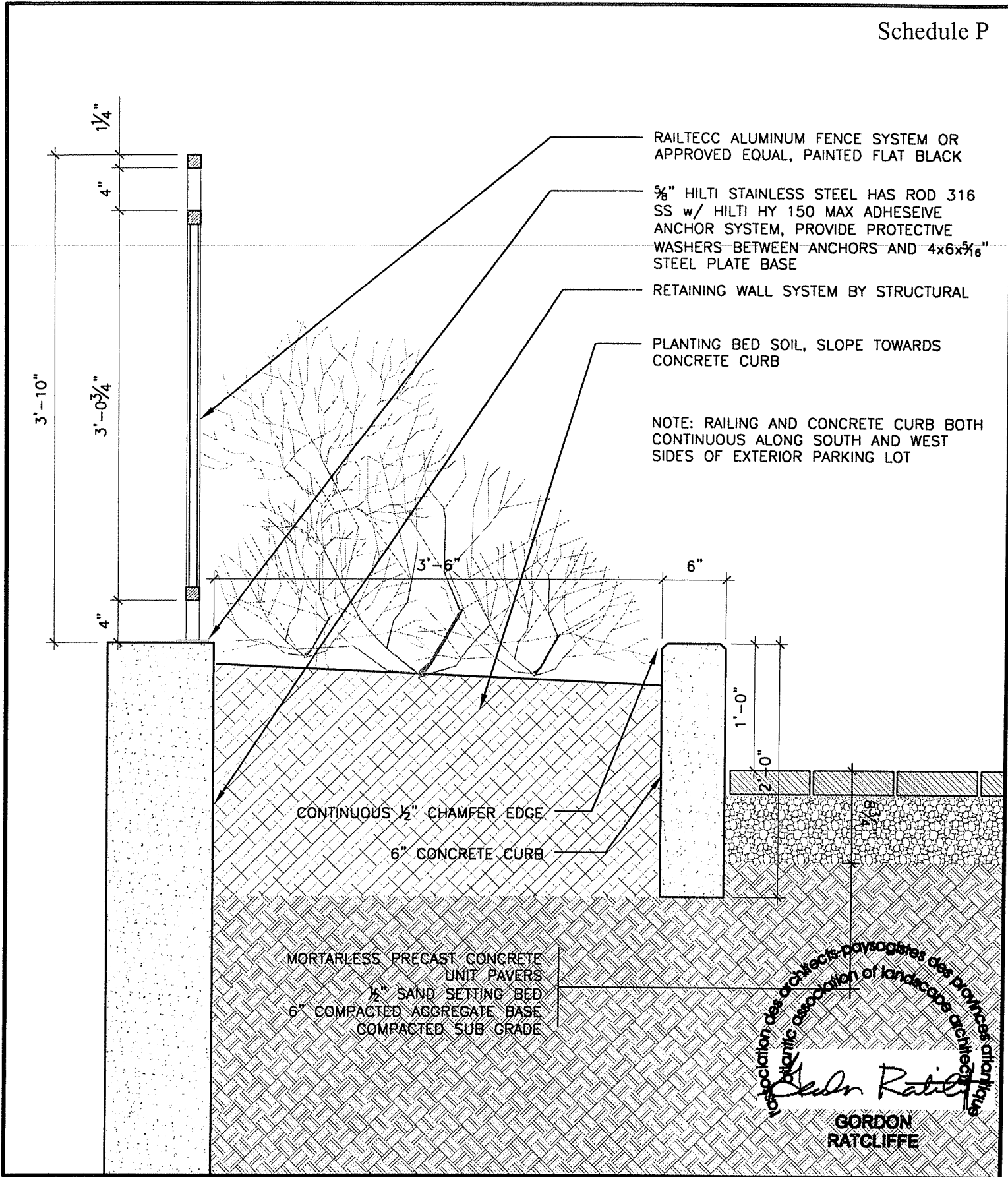
)

Mayor

)

) Per _____

Municipal Clerk

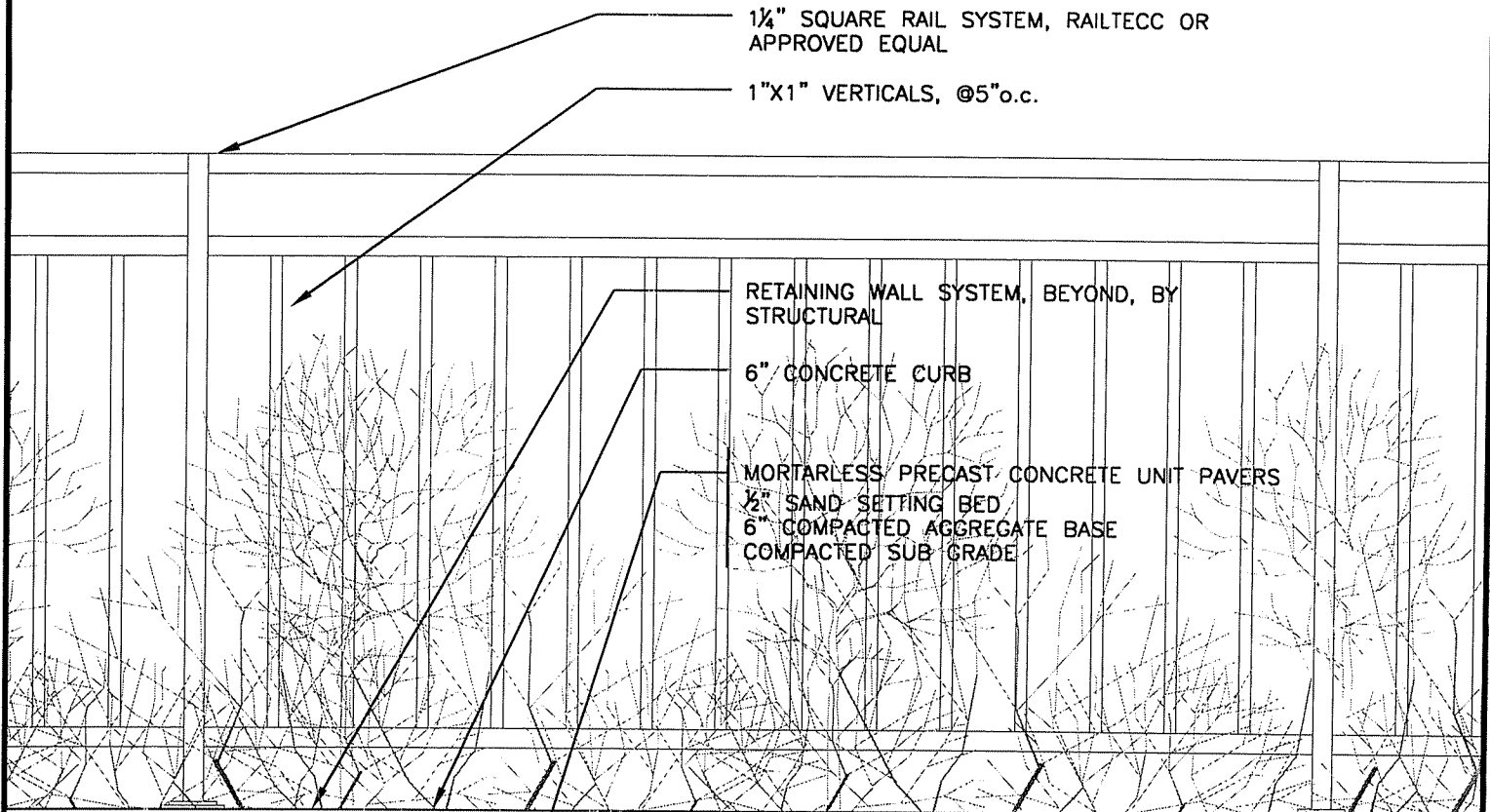


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INTERNATIONAL LTD
ARCHITECTURE PLANNING INTERIOR DESIGN PROJECT MANAGEMENT
Suite 100 phone: 902 429 3359
6156 Quinpool Road fax: 902 429 1672
Halifax, Nova Scotia email: studio@hlx.andara.com
B3L 1A3 site: www.studio-works.ca

title	SOUTH STREET APTS SECTION THROUGH T-WALL
location	HALIFAX, NS

scale	1"=1'-0"
date	APRIL 17/06
drawn	mg
proj.	ST0501

dwg no:	SK-01
rev.	



Association des architectes-paysagistes des provinces atlantiques
 Atlantic Association of Landscape Architects

Gordon Ratcliffe

**GORDON
 RATCLIFFE**

STUDIO WORKS
 INTERNATIONAL LTD.
ARCHITECTURE PLANNING INTERIOR DESIGN PROJECT MANAGEMENT

Suite 100 phone: 902.429.3359
 6156 Quinpool Road fax: 902.429.1672
 Halifax, Nova Scotia email: studio1@hr.andora.com
 B3L 1A3 site: www.studio-works.ca

title **SOUTH STREET APTS
 ELEV. OF PERIMETER FENCE**

location **HALIFAX, NS**

scale 1"=1'-0"

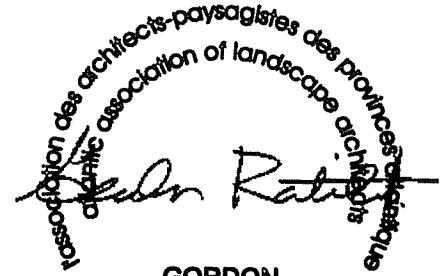
date APRIL 17/06

drawn mg

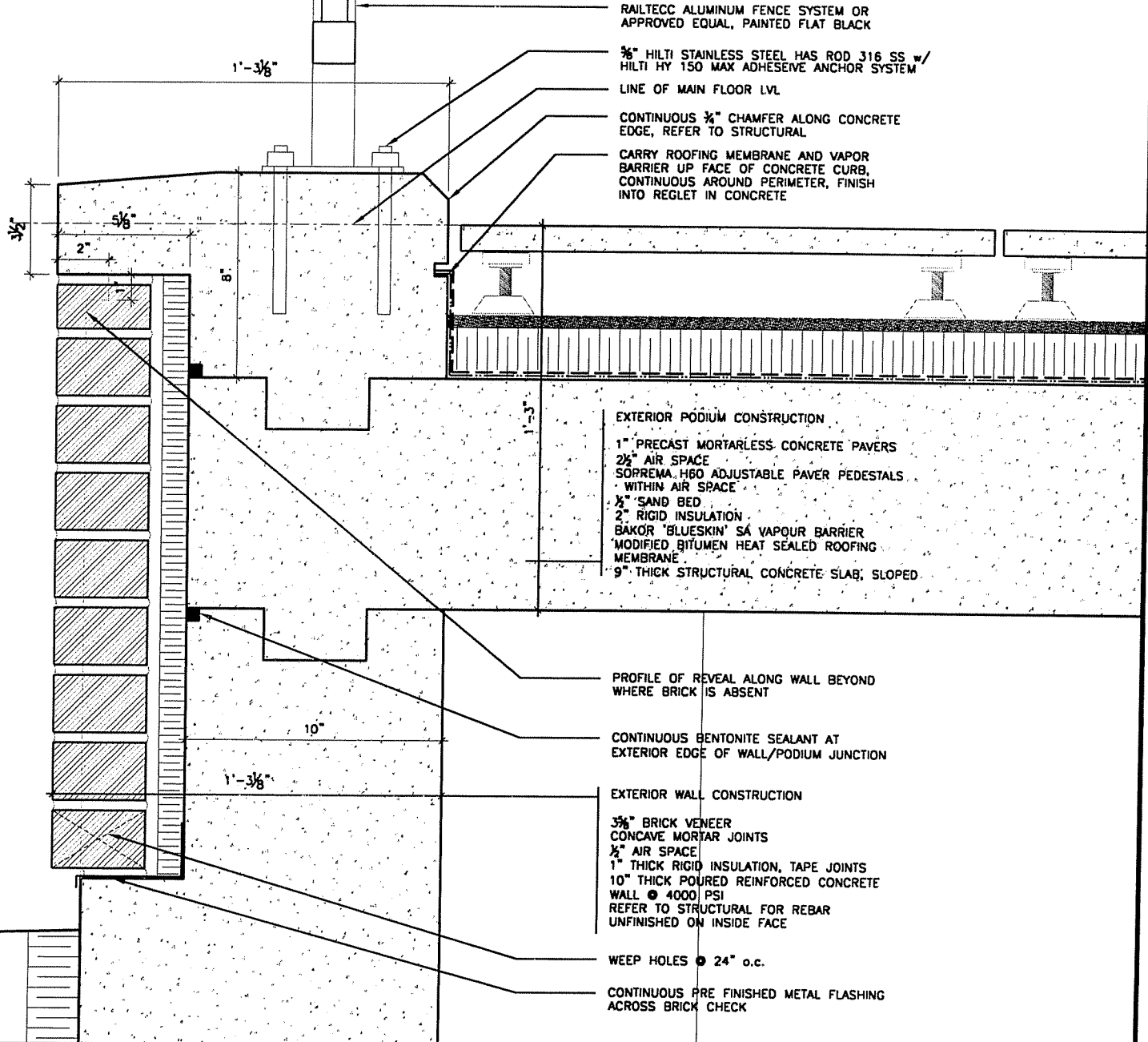
proj. ST0501

dwg no: **SK-02**

rev. _



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6156 Quinpool Road
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email: studio@inkandara.com
site: www.studio-works.ca

title
**SOUTH STREET APTS
SECTION THRU SOUTH ST WALL**

location
HALIFAX, NS

scale
2"=1'-0"

date
APRIL 28/06

drawn
mg

proj.
ST0501

dwg no:
SK-03

rev. _

**Gordon Ratcliffe
Landscape Architects**

5539B Young Street
Halifax, Nova Scotia B3K 1Z7

Fax Letter

Phone: 902 857-1500
Fax: 902 857-1108

April 27, 2006

Studio Works International Ltd.
Suite 100, 6156 Quinpool Road
Halifax, NS B3L 1A3

To fax no: 429-1672
No. of pages: 1

Attention: Ron Smith

Dear Ron,

Re: South Street Apartment, Halifax, NS

Further to our telephone conversation of yesterday, the following is a cost estimate for the work shown on the Landscape Plan, Drawing A37 issued on April 13/06.

<u>Item</u>	<u>Quantity</u>	<u>Unit Rate or Allowance</u>	<u>Cost</u>
1. precast conc. unit pavers	16,400 sf	\$10.00	\$164,000
2. precast concrete planters	912 sf	allowance	\$ 57,000
3. prefab. aluminum fence	384 lf	\$50.00	\$ 19,200
4. planting: shade trees	6	\$600	\$ 3,600
small tree	23	\$400	\$ 9,200
shrubs	109	\$40.00	\$ 4,360
vines	49	\$30.00	\$ 1,470
perennials	220	\$25.00	\$ 5,500
ornamental grasses	305	\$30.00	\$ 9,150
5. topsoil and sod (repair boulevard)		allowance	\$ 1,500
6. one year maintenance		allowance	\$ 1,500
total			\$276,480

Please note the following conditions:

1. The allowance for concrete planters is based on a unit rate of \$1,000 per 16 sf planter unit, as provided by Studio Works.
2. The estimate for fence includes allowance for fencing along the south and west side of the podium.
3. No allowance has been included for the concrete walls and curbs around the parking area.

If you have any questions, please contact me.

Yours truly,


Gordon Ratcliffe, CSLA

ATTACHMENT B

Excerpts from the Existing Development Agreement

2.9 Landscaping

- 2.9.1 The developer shall submit a landscape plan for the lands including a cost estimate, prepared and sealed by a Landscape Architect in good standing with the Atlantic Provinces Association of Landscape Architects, to the Development Officer for approval as part of the first development permit application and shall be subject to a non-substantial amendment to this agreement before any development permit may be issued. The intent of the landscaping is to provide aesthetic enhancement.
- 2.9.2 Landscaping shall be provided consisting of a minimum of upright shrubs with a minimum height of 60 cm. (2 ft.) in continuous planting beds and groundcover. The developer shall ensure that all soft landscape areas not planted with shrubs are to be sodded and the sod is to conform to the Canadian Nursery Sod Growers' Specifications. The developer shall ensure that all plant material is to conform to the Canadian Nursery Trades Association Metric Guide Specifications and Standards.
- 2.9.3 Landscaping shall be provided on the podium in order to provide some screening for the users. The shrub material is to be a minimum of 50% coniferous for year round cover. The podium may include sufficient and appropriate decorative seating.
- 2.9.4 It is the responsibility of the developer to ensure that the underground parking structure is to be capable of supporting loads for drainage gravel or an appropriate drainage system over the extent of the landscape podium plus topsoil for sod, shrubs and flowers, all of which is in addition to the anticipated mature weight of the plant material.
- 2.9.5 Landscaping may include containers planted with ornamental trees, shrubs and perennials/annuals.
- 2.9.6 All landscaping, including any interim landscaping required by clause 2.9.8, shall be completed for each lot prior to the issuance of the occupancy permit for such lot. Proof of completion shall be in the form of certification by a Landscape Architect in good standing with the Atlantic Provinces Association of Landscape Architects indicating that the landscaping has been done in accordance with the landscape plan approved as a non-substantial amendment to this agreement. An occupancy permit may be issued where the Developer supplies a security deposit in the amount of 120 per cent of the estimated cost to complete the landscaping. The security shall be in favour of the Municipality and may be in the form of a certified cheque or irrevocable letter of credit, with an automatic renewal clause, issued by a chartered bank. The security shall be returned to the Developer only upon completion of the work and receipt of certification by a Landscape Architect in good standing with the Atlantic Provinces Association of Landscape Architects indicating that the

landscaping has been done in accordance with the landscape plan approved as a non-substantial amendment to this agreement.

- 2.9.7 Where an occupancy permit has been issued prior to completion of the landscaping, the Developer shall complete the said landscaping within six months of issuance of the occupancy permit or by September 1 of the year in which the occupancy permit was issued, whichever is earlier. If the Developer fails to complete the said landscaping within the specified period, the Municipality may use the security deposit to complete the landscaping as set out in this section of this 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.
- 2.9.8 In the event that the three buildings are not constructed at the same time, the landscape plan required by clause 2.9.1 shall show how each of the lot(s) which will not be built on, will be landscaped in the interim. At a minimum the unbuilt lots shall be sodded and the sod is to conform to the Canadian Nursery Sod Growers' Specifications or equivalent landscaping.
- 2.9.9 The interim landscaping required by clause 2.9.6 shall not be required for the lot(s) upon which construction has commenced. For the purpose of this section, commencement of construction shall mean the pouring of the second floor slab of the building.

2.10 Non-Substantial Amendments

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

- (a) changes to the architectural detailing as shown on Schedules J - N;
- (b) approval of a landscape plan;
- (c) approval of the separation wall or fence along the front of the lands abutting South Street; and
- (d) changes to the order of construction of the buildings provided that the complete underground parking structure shall be built at part of the first building.

2.11 Substantial Amendments

Amendments to any matters not identified under section 2.10 shall be deemed substantial and may only be amended in accordance with the approval requirements of the Municipal Government Act.