

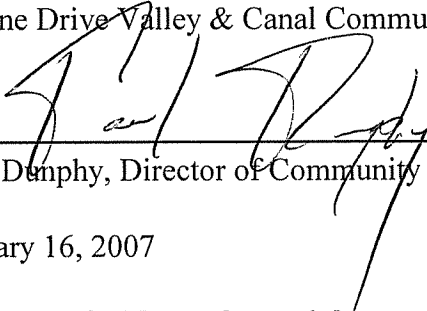


PO Box 1749
Halifax, Nova Scotia
B3J 3A5 Canada

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Marine Drive Valley & Canal Community Council
February 21, 2007

TO: Marine Drive Valley & Canal Community Council

SUBMITTED BY: 
Paul Dunphy, Director of Community Development

DATE: January 16, 2007

SUBJECT: **Case 00978: Non-substantial amendment - 14 Lake Major Road, Westphal**

ORIGIN

Application by K.B. Clarke Holdings Limited to expand existing commercial building at 14 Lake Major Road.

RECOMMENDATION

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

- (1) by resolution, approve the non-substantive amendment to the 14 Lake Major Road, Westphal, development agreement to enable an increase of the approved square footage of the existing building and revise the approved parking plan as detailed in the amending agreement appended as Attachment A of this report.
- (2) require that the amending development agreement be signed 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:

History:

In 1999, Harbour East Community Council approved amendments to the North Preston, Lake Major, Lake Loon, Cherry Brook and East Preston Land Use By-law and a development agreement for K.B. Clarke limited, a commercial fire restoration business at 14 Lake Major Road in Westphal (Map 1). The purpose of the development agreement was to approve the construction of a 5,000 square foot (464.51 m²) addition to the rear of the existing 2,700 square foot (250.83 m²) building to provide room for business operations.

Proposal:

On November 24, 2006 a proposal was submitted to construct an additional 5,000 square feet (464.51 m²) of building footprint for a total of 10,000 square feet (929.03 m²) of gross floor area. In order to accommodate this proposal, as a non substantive amendment, the applicant must demolish approximately 2700 square feet (250.83 m²) of the existing building.

DISCUSSION:

Section 3.1 of the development agreement enables Council to consider an increase to the commercial structure to a maximum of 10,000 square feet (929.03 m²) of gross floor area by way of a non-substantive amendment to the development agreement. Accordingly the number of parking spaces should also be increased to a minimum of 33 total parking spaces (Schedule B-1).

The existing commercial building is comprised of a number of additions totalling approximately 7700 square feet (715.35 m²). Two of the original sections comprising approximately 2,700 square feet (250.83 m²) are no longer considered adequate for existing business operations and are proposed for demolition. A new addition is proposed to be constructed in accordance with Schedule B-1.

Proposed changes to the building, parking and access have been reviewed and approved by the Municipality's Development Officer and Development Engineer. The lot is approximately 59,217 square feet (1.36 acres) and is sufficient to accommodate the additional building square footage.

In summary, staff recommends that council approve the nonsubstantive amendment to increase in the commercial floor area and reconfigure the parking as identified in the 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 non-substantive amendment to the development agreement as proposed. This is the recommended option as the proposed amendments meet the overall intent of the development agreement.
2. Council may refuse to the non-substantive amendment to the development agreement. 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 approved agreement allows for this change.

ATTACHMENTS

Map 1:	Zoning and Location Map
Attachment A:	Proposed Non-Substantial Amendment to the Existing Development Agreement
Schedule "B-1"	Proposed Site Plan
Schedule "C-1"	Front and Side Elevations

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: Shayne Vipond, Planner, Planning Services, 490-4335
Report approved by: Austin French, Manager of Planning Application, 490-6717

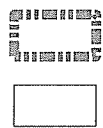


**Map 1
Zoning & Location**

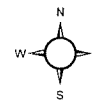
14 Lake Major Road
Case 00978

ZONE

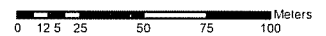
- C-2 (General Commercial)
- C-4 (Highway Commercial)
- P-2 (Community Facility)
- UR (Urban Reserve)
- R-1 (Single Unit Dwelling)
- R-3 (Mobile Dwelling)
- RA (Residential)



Notification Area
14 Lake Major Road
KB Clarke Ltd.
Policy Designation "Residential"



HALIFAX
REGIONAL MUNICIPALITY
PLANNING AND
DEVELOPMENT SERVICES



This map is an unofficial reproduction of a portion of the Zoning Map for the Dartmouth Land Use By-law area

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

Dartmouth Land Use By-law Area

ATTACHMENT A

THIS AMENDING AGREEMENT made this day of , 2007,

BETWEEN:

K.B. CLARKE HOLDINGS LIMITED
(hereinafter called "the Developers")

OF THE FIRST PART

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

OF THE SECOND PART

WHEREAS the Developers entered into a Development Agreement with the Municipality dated 4th Day of January 2000, and registered at the Registry of Deeds in Halifax in Book Number 6508 at Pages 161 to 174 (hereinafter called the "Existing Agreement") for 14 Lake Major Road, Westphal (PID 40336364);

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

AND WHEREAS Marine Drive, Valley & Canal Community Council for the Municipality approved this request at a meeting held on , 2007, referenced as Municipal Case 00978;

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

1. Replace Schedule B of the existing agreement with Schedule B-1 as attached.
2. Replace Schedule C of the existing agreement with Schedule C-1 as attached.
3. Replace the references to "Schedule B" and "Schedule C" in Sections 2.1, 2.3.1 of the Existing Agreement with the references "Schedule "B-1" and "Schedule C-1"".
4. Replace reference to "7700 square feet" in Section 2.3.2(a) of the Existing Agreement with "10,000 square feet".

5. Add after the phrase "employee lunchroom facilities" in section 2.3.3 (b) the following words:
"and additional facilities as required to operate a fire restoration business as approved by the Municipal Development Officer".
6. Replace reference to "25 feet" in Section 2.3.4(a) of the Existing Agreement with "30 feet".
7. Replace the reference to "Schedule "B"" in Sections 2.3.5, 2.3.6(a) and 2.3.6(b) of the Existing Agreement with the reference "Schedule "B-1"".
8. Replace reference to the phrases "10 customer vehicles" and "ten (10) employee vehicles plus one loading space" in Section 2.3.6 (a) of the Existing Agreement with "a minimum of 18 customer vehicles" and "Fifteen (15) employee vehicles plus one loading space".
9. Delete reference to the words "within the same building footprint" in section 3.1.2 (b).
10. All other terms of the Existing Agreement shall remain in full force and effect.
11. This Amending Agreement and everything contained herein shall be binding upon the Parties hereto, their heirs, successors and assigns.

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

SIGNED, SEALED AND DELIVERED
in the presence of

Per _____

) K. B. CLARKE HOLDINGS LIMITED

)

)

) Per _____

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

Per _____

) HALIFAX REGIONAL MUNICIPALITY

)

)

) Per _____

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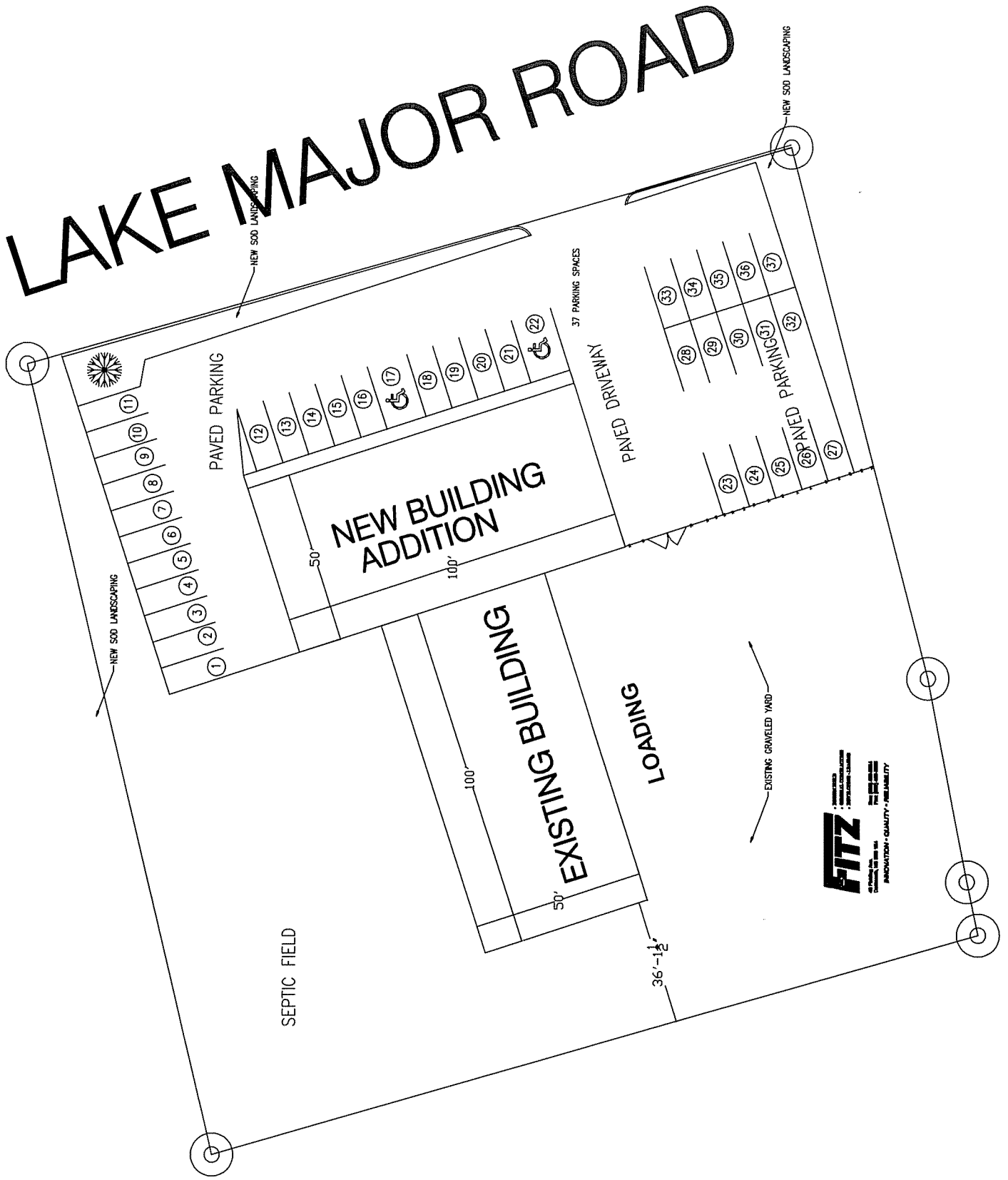
Mayor

)

) Per _____

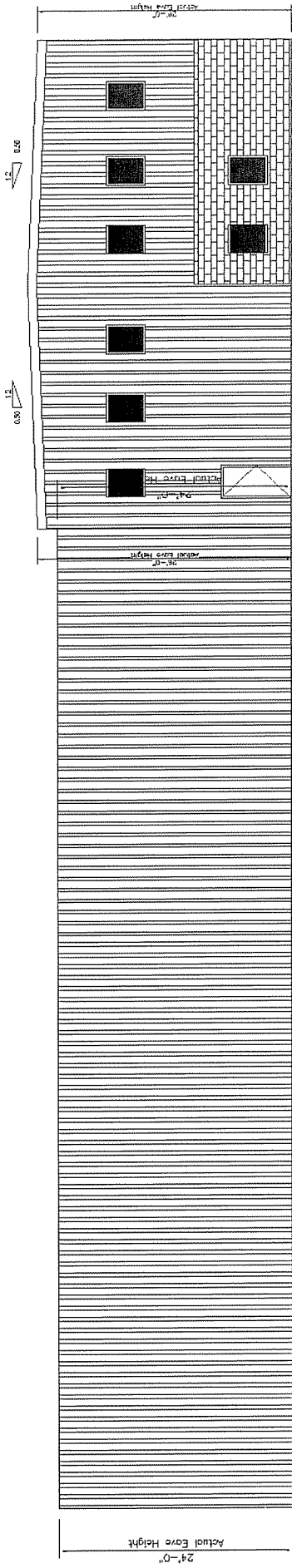
Municipal Clerk

SCHEDULE B -1 - SITE PLAN



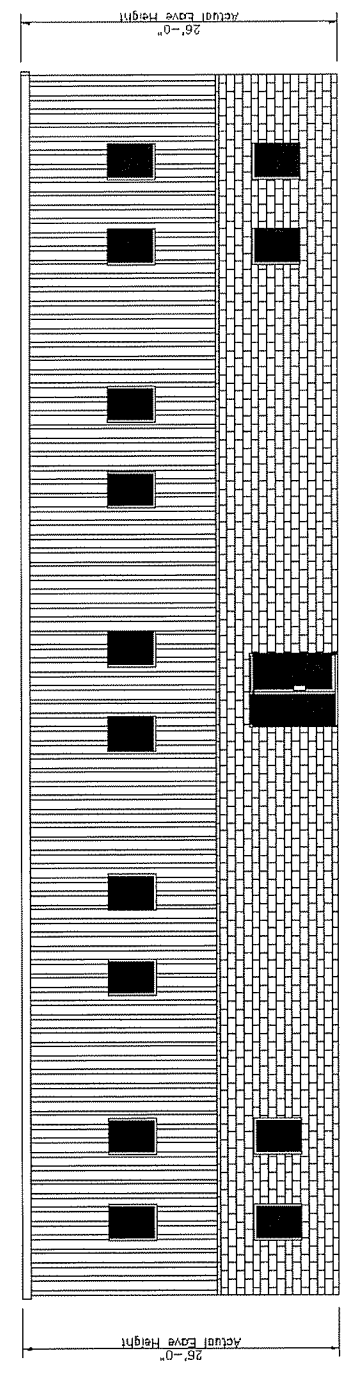
SCHEDULE C-1 -- FRONT AND SIDE ELEVATIONS

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REV 04 03 02 CW

LEFT ELEVATION



REV 04 03 02

FRONT ELEVATION

No.	Description	Date	By

FITZ CONSTRUCTION
 11111 S. 20th Ave. Suite 100, Aurora, CO 80012
 (303) 288-1111
 www.fitzco.com

E.B. CLAREE Disaster Cleanup
 ELEVATIONS
 Project No. 18-238
 Drawing No. 18-238-001
 Date: 08-28-18