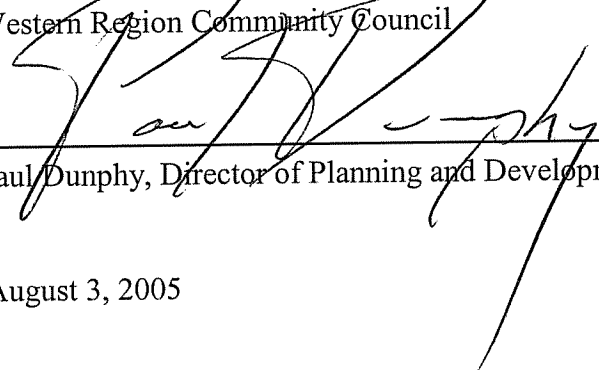


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HALIFAX PO Box 1749
Halifax, Nova Scotia
REGIONAL MUNICIPALITY B3J 3A5 Canada

Western Region Community Council
September 26, 2005

TO: Western Region Community Council

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

DATE: August 3, 2005

SUBJECT: Case 00779 - Non Substantial Amendment to Hatfield Farm Development Agreement- Hammonds Plains

ORIGIN

An application by Terrain on behalf of Hatfield Farm to amend the existing Development Agreement.

RECOMMENDATION

It is recommended that Western Region Community Council:

1. Approve, by resolution, a non-substantive amendment to the Hatfield Farm Development Agreement to enable the relocation of a new barn and permit several existing uses and structures as described in Attachment A; and
2. Require that the amending agreement be signed within 120 days, or any extension thereof granted by Council on the request of the applicant, from the date of final approval by Council and any other bodies as necessary, whichever approval is later, including applicable appeal periods; otherwise, this approval will be void and obligations arising hereunder shall be at an end.

BACKGROUND

The existing agreement enables the following:

- a Commercial Trail Ride Facility and related facilities such as:
 - a maximum of six (6) cabins,
 - existing buildings,
 - restrooms,
 - open structures (three sided) for the keeping and feeding of horses on some temporary bases,
 - one (1) building containing canteen facilities,
 - one (1) barn for the keeping of livestock; and
 - one (1) barn or building to hold social events or gatherings.
- agricultural Uses except intensive agricultural uses as defined by the Land Use By-law;
- forestry Uses as defined by the Land Use By-law; and
- one (1) single unit dwelling.

THE PROPOSAL

The proposal is to construct a barn for the keeping of livestock in a location beyond the specifications of the agreement and identify the Rubber Rodeo building and the Dining Hall addition as permitted uses and structures under the agreement. Both the Rubber Rodeo and the Dining Hall addition were constructed without municipal approval and are not identified as permitted uses and/or structures in accordance with the agreement.

DISCUSSION:

The existing agreement contains provisions which enable Council to consider, by resolution, specific non-substantive amendments. The provisions are as follows:

Section 7.2 (a) "change to any of the requirements of Part 5 and 6 this Agreement which in the opinion of the Community Council, are considered to be minor in nature"

Section 7.2 (b) "changes to permit uses, or the development of buildings, or structures which, in the opinion of Community Council, could be reasonably considered accessory to a Commercial Trail Ride Facility"

The two proposed amendments, as described in this report, are non-substantive in accordance with the agreement.

THE BARN:

Section 5.6 of the existing development agreement enables "*one (1) barn for the keeping of livestock provided the barn is not located within three hundred (300) feet from any residential building*

(except for a residential building located on the Property) or within one hundred and fifty (150) feet of any property boundary.”

Given the provisions of the agreement and the narrowness of the property (approximately 545 ft or 166 m in width), the applicant has indicated that locating the barn has been challenging. Consequently, Hatfield Farm has to locate the barn approximately 260 feet (79m) from the nearest residential building and approximately 145 feet (44 m) from the nearest property boundary (see item #2 on Map 1). The applicant also wishes to relocate the Hatfield Farms offices to the proposed barn.

The location of the proposed barn meets the general intent of the agreement which is to minimize impact on the nearby residents. The proposed location is a reduction of only 5 feet (3%) from the nearest property line and 40 feet (13%) from the nearest residential dwelling. Further, there are several existing barns located between the proposed barn and the nearest residential dwelling. Therefore, the proposed location of the barn and the relocation of the office space is a minor change to the requirements in accordance with Section 7.2 (a) of the agreement.

THE BUILDINGS & ADDITIONS WITHOUT MUNICIPAL APPROVAL:

Over the past few years several buildings were constructed on the Hatfield Farm property without municipal approval. These buildings include:

- the Rubber Rodeo Building, and
- a Dining Hall Expansion.

The Rubber Rodeo Building and the Dining Hall Expansion are not uses or structures permitted in accordance with the agreement. However, both buildings can reasonably be considered accessory to a Commercial Trail Ride Facility and therefore may be considered as non-substantive in accordance with Section 7.2 (b) of the agreement.

BUDGET IMPLICATIONS

None

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 choose to approve the attached amending agreement. This is the recommended course of action.
2. Council may choose not to approve the proposed amendments. This is not recommended, for reasons described above.

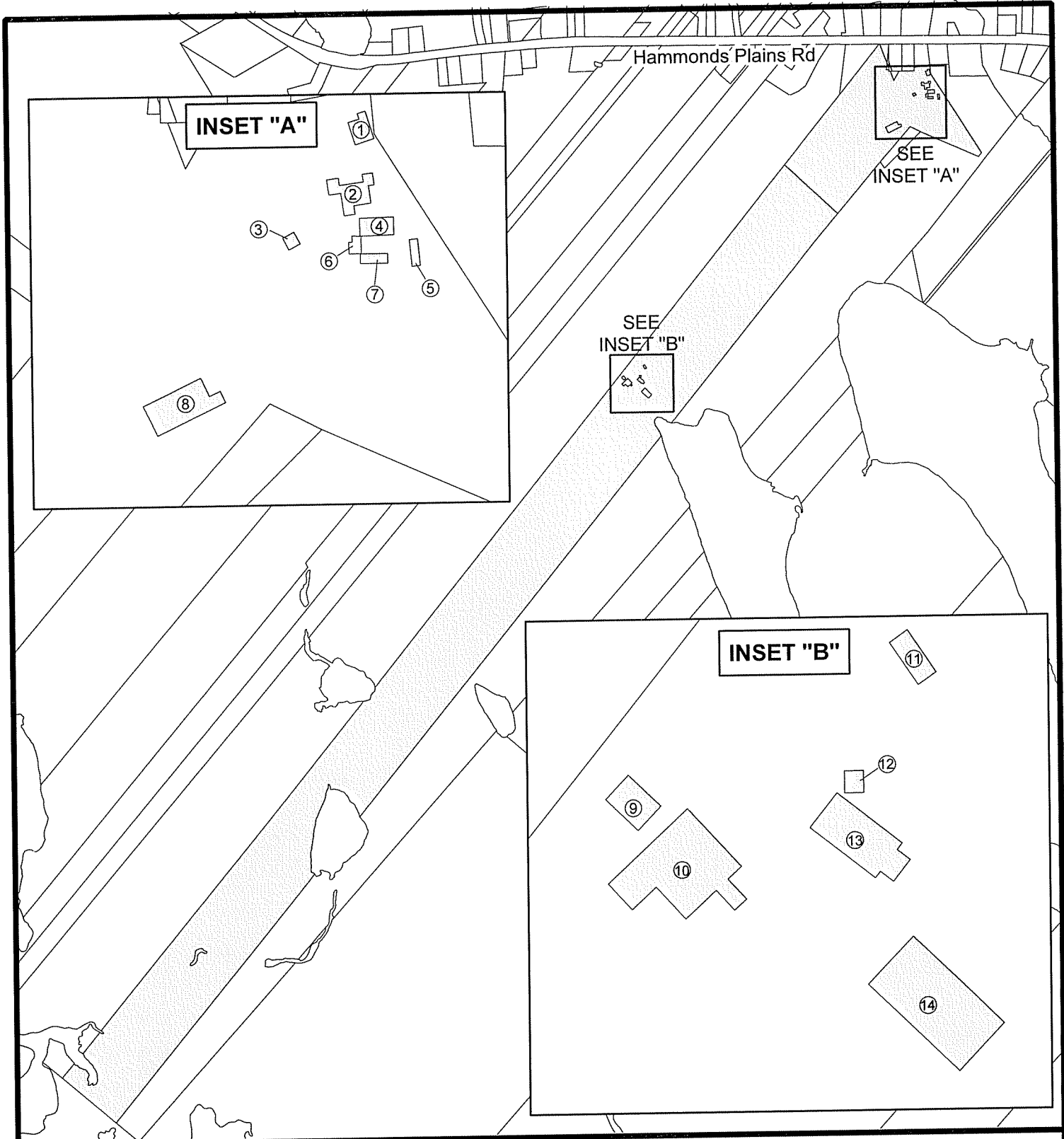
ATTACHMENTS

Map 1: Site Plan
Attachment A: Amending 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: Thea Langille-Hanna, Planner II, Planning and Development Services 869-4262

Schedule "B"



Map 1 Site Plan

 Subject Properties

- | | |
|-------------------------|-----------------|
| 1 Wagon Storage Barn | 9 Cabin |
| 2 Animal Barn | 10 Dinning Hall |
| 3 Welding Shop | 11 Cabin |
| 4 Office | 12 Shed |
| 5 Three Sided Tie-up | 13 Saloon |
| 6 Three Sided Structure | 14 Rodeo |
| 7 Three Sided Structure | |
| 8 Hay Barn | |



HALIFAX
REGIONAL MUNICIPALITY
Planning Services

1. Inserting a revised Schedule "B" to the Existing Agreement.

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 _____

) Hauer House Properties Incorporated

)

)

) 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 _____

) Halifax Regional Municipality

)

)

) Per _____

)

)

) Per _____

Mayor
Municipal Clerk