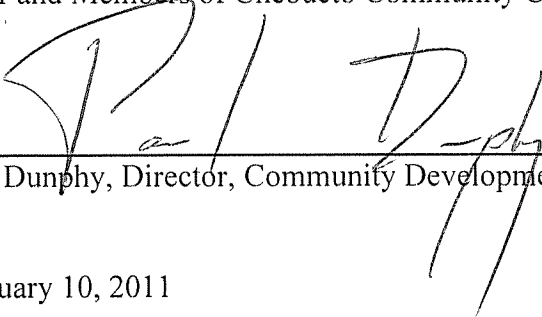


Chebucto Community Council
March 7, 2011

TO: Chair and Members of Chebucto Community Council

SUBMITTED BY:



Paul Dunphy, Director, Community Development

DATE: February 10, 2011

SUBJECT: **Case 16629: Amending Development Agreement, Rockcliffe Village,
Halifax**

ORIGIN

Application by RV Atlantic Holdings Limited for a non-substantive amendment to the development agreement for "Rockcliffe Village" subdivision.

RECOMMENDATION

It is recommended that Chebucto Community Council:

1. Approve the Amending Agreement contained in Attachment A to allow for a future local street (cul-de-sac) connection to abutting land to the east; and
2. Require that the Amending 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

Existing Development Agreement

“Rockcliffe Village” is a proposed 34-acre mixed-use development located immediately southeast of the Halifax Regional Water Commission lands at the end of Cowie Hill Road, Halifax, and fronts on the southernmost portion of Northwest Arm Drive where it intersects with Old Sambro Road (refer to Map 1 and Attachment B). The site abuts existing residential development at its northeast (Ridge Valley Road, Drummond Road) and southeast (Penny Avenue, Trelyn Road) boundaries.

The development agreement for the “Rockcliffe Village” mixed-use development was first approved by Chebucto Community Council in July of 2009 (see Case no. 01179). The agreement was then amended in July of 2010 (Case 15976) to make minor adjustments to the layout of the streets, lots and composition of the residential units. The agreement allows for the subdivision and development of the site with a combination of single family dwellings, townhouses, multiple-unit dwellings, a small commercial building, two neighbourhood park parcels and conservation land via the extension of Cowie Hill Road to Northwest Arm Drive and the construction of two local streets (refer to Attachment B).

The Proposal

The applicant proposes a non-substantive amendment to the development agreement to allow for a future local street (cul-de-sac) connection to abutting land to the east (PID# 40181091)(refer to “Schedule F” of Attachment A). The future subdivision and development of the lots would be through the as-of-right subdivision and permitting process. A small portion of the “Rockcliffe” land at the intersection of the proposed street and the Cowie Hill Road extension which is currently approved as “Conservation Land” would be developed as a community “pocket park”. This portion of the land would be discharged from the agreement at the time of subdivision approval and would, along with site development of the pocket park, fulfill the park dedication requirements for the as-of-right subdivision. It is the Developer’s intention to make a formal request of Council to discharge this land at the detailed design stage, once the exact boundaries of the pocket park are known.

Land Use Designation and Zoning

The Rockcliffe Village land is designated and zoned as Residential Development District (RDD) under the Mainland South Secondary Planning Strategy (Section X) of the Halifax Municipal Planning Strategy and the Halifax Mainland Land Use By-law. The abutting land which would be developed through the as-of-right process is designated Medium Density Residential (MDR) and is zoned R-2P (General Residential) zone.

DISCUSSION

Staff have evaluated the proposal in relation to the existing agreement and applicable policies of the Halifax Municipal Planning Strategy and the Regional MPS. The proposed amendments are in keeping with these strategies, particularly the Residential Development District guidelines of the MPS. As part of the 2010 amendments, the proposed street connection was contemplated

and provision was included in the agreement to allow for it through a future non-substantive amendment.

The proposal allows for the development of abutting vacant land which may otherwise not be possible without the amendment. This vacant land is currently designated and zoned for medium-density residential development. The proposal would make use of existing infrastructure and provide additional public open space.

Traffic impact study was carried out and reviewed by staff of HRM and N.S. Transportation and Infrastructure Renewal (NSTIR) as part of the original Rockcliffe proposal in 2008/2009. An additional traffic impact statement with regard to the current proposal has been reviewed by HRM and NSTIR. The increase in volume from the proposed cul-de-sac will be insignificant and would have no effect on the original study's recommendations.

BUDGET IMPLICATIONS

There are no budget 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 this Agreement can be carried out within the proposed budget with existing resources.

FINANCIAL MANAGEMENT POLICIES / BUSINESS PLAN

This report complies with the Municipality's Multi-Year Financial Strategy, the approved Operating, Project and Reserve budgets, policies and procedures regarding withdrawals from the utilization of Project and Operating reserves, as well as any relevant legislation.

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 and responses to inquiries. A public information meeting is not required for a non-substantive amendment to a development agreement nor is a public hearing. The decision of a non-substantive amendment is made by resolution of Council.

The proposed amending agreement will potentially impact the following stakeholders: local residents, property owners.

ALTERNATIVES

1. Council may approve the amending development agreement. This is the recommended course of action.
2. Council may refuse the amending agreement and, in doing so, must provide reasons based on conflict with existing MPS policy.
3. Council may approve the amending agreement with modifications which are acceptable

to the applicant. Such modifications may require further negotiations with the applicant and/or revisions to the attached agreement.

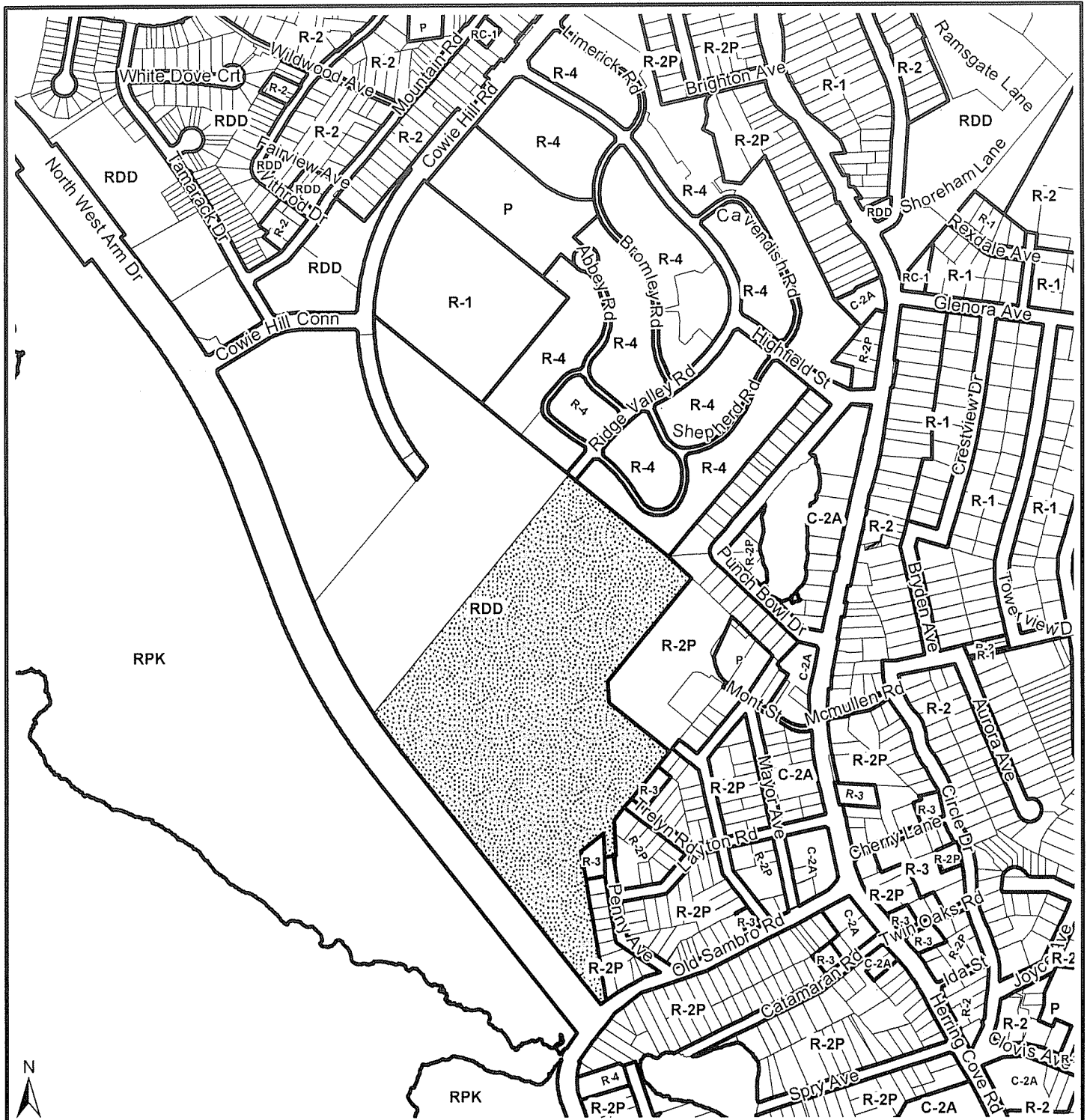
ATTACHMENTS

Map 1	Location and Zoning
Attachment A	Amending Development Agreement, with Schedule F
Attachment B	Existing Conceptual Site/ Master Plan

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 : Paul Sampson, Planner 1, 490-6259

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



Map 1 - Location and Zoning

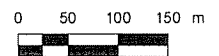
Rockcliffe Village
 North West Arm Drive
 Halifax

 Subject area

Halifax Mainland
 Land Use By-Law Area

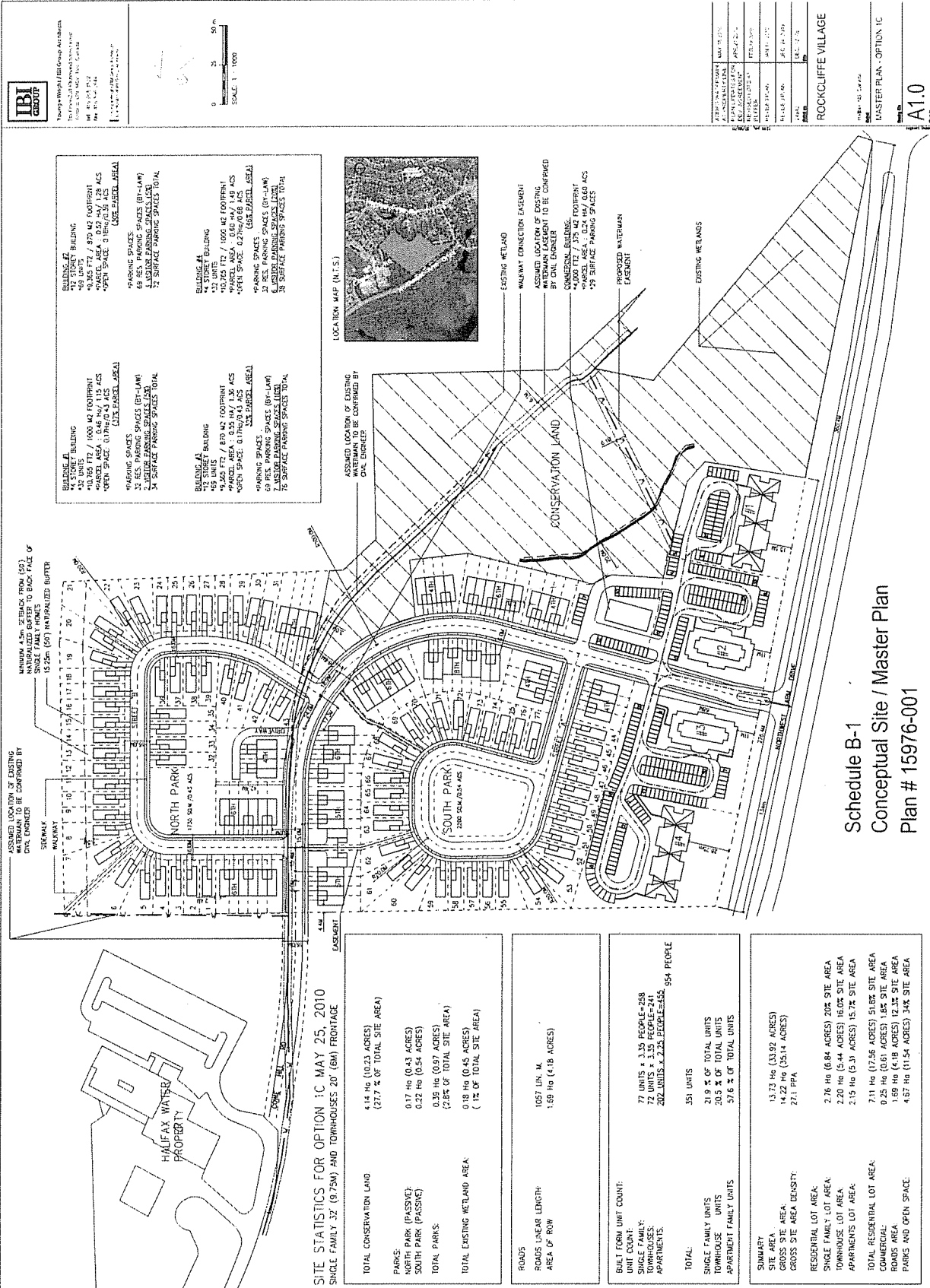
Zone

- R-1 Single Family Dwelling
- R-2 Two Family Dwelling
- R-2P General Residential
- R-3 Low-Rise Apartment
- R-4 Multiple Dwelling
- RC-1 Neighbourhood Commercial
- C-2A Minor Commercial
- RDD Residential Development District
- P Park and Institutional
- RPK Regional Park



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



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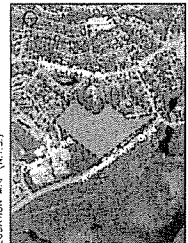


LEGEND

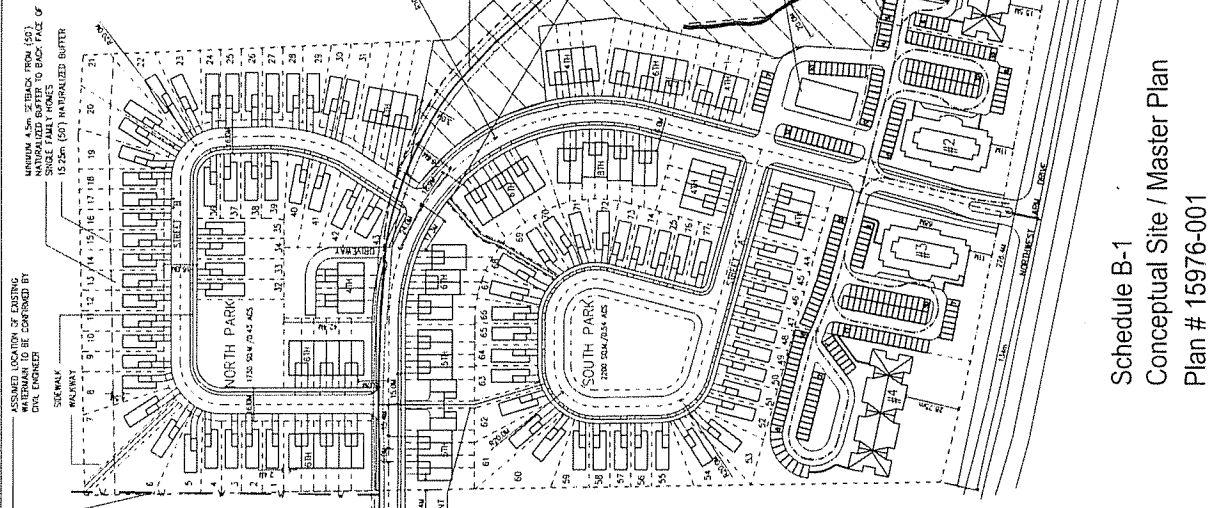
BUILDING #1
 10,265 FT² / 370 M² FOOTPRINT
 10 UNITS
 10,265 FT² / 370 M² FOOTPRINT
 10 UNITS
 10,265 FT² / 370 M² FOOTPRINT
 10 UNITS
 10,265 FT² / 370 M² FOOTPRINT
 10 UNITS
 10,265 FT² / 370 M² FOOTPRINT
 10 UNITS

BUILDING #2
 10,265 FT² / 370 M² FOOTPRINT
 10 UNITS
 10,265 FT² / 370 M² FOOTPRINT
 10 UNITS
 10,265 FT² / 370 M² FOOTPRINT
 10 UNITS
 10,265 FT² / 370 M² FOOTPRINT
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BUILDING #3
 10,265 FT² / 370 M² FOOTPRINT
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 10 UNITS



LOCATION MAP (N.T.S.)



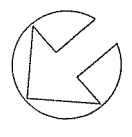
Schedule B-1
 Conceptual Site / Master Plan
 Plan # 15976-001

SITE STATISTICS FOR OPTION 1C MAY 25, 2010
 SINGLE FAMILY 32' (9.75M) AND TOWNHOUSES 20' (6M) FRONTAGE

TOTAL CONSERVATION LAND	4.14 Hg (0.23 ACRES) (21.7% OF TOTAL SITE AREA)
PARKS:	
NORTH PARK (PASSIVE)	0.17 Hg (0.43 ACRES)
SOUTH PARK (PASSIVE)	0.22 Hg (0.54 ACRES)
TOTAL PARKS	0.39 Hg (0.97 ACRES) (2.0% OF TOTAL SITE AREA)
TOTAL EXISTING WETLAND AREA:	0.18 Hg (0.45 ACRES) (1% OF TOTAL SITE AREA)
ROADS	
ROADS LINEAR LENGTH:	1057 LIN. M.
AREA OF ROW	1.89 Hg (4.18 ACRES)
BUILT FORM UNIT COUNT:	
UNIT COUNT:	77 UNITS + 3,335 PEOPLE=258
SINGLE FAMILY:	72 UNITS + 3,135 PEOPLE=241
TOWNHOUSES:	202 UNITS + 2,225 PEOPLE=455
APARTMENTS:	954 PEOPLE
TOTAL:	351 UNITS
SINGLE FAMILY UNITS:	72 OF 6% TOTAL UNITS
TOWNHOUSE UNITS:	202 OF 58% TOTAL UNITS
APARTMENT FAMILY UNITS:	57 OF 16% TOTAL UNITS
SUMMARY	
SITE AREA	13.73 Hg (33.92 ACRES)
GROSS SITE AREA	14.22 Hg (35.14 ACRES)
NET SITE AREA DENSITY:	27.11 PPA
RESIDENTIAL LOT AREA:	2.76 Hg (6.84 ACRES) 20% SITE AREA
TOWNHOUSE LOT AREA:	2.20 Hg (5.44 ACRES) 16.0% SITE AREA
APARTMENTS LOT AREA:	2.15 Hg (5.31 ACRES) 15.7% SITE AREA
TOTAL RESIDENTIAL LOT AREA:	7.11 Hg (17.58 ACRES) 51.8% SITE AREA
COMMERCIAL:	0.25 Hg (0.61 ACRES) 1.8% SITE AREA
ROADS AREA:	1.89 Hg (4.18 ACRES) 12.3% SITE AREA
PARKS AND OPEN SPACE:	4.87 Hg (11.54 ACRES) 34% SITE AREA

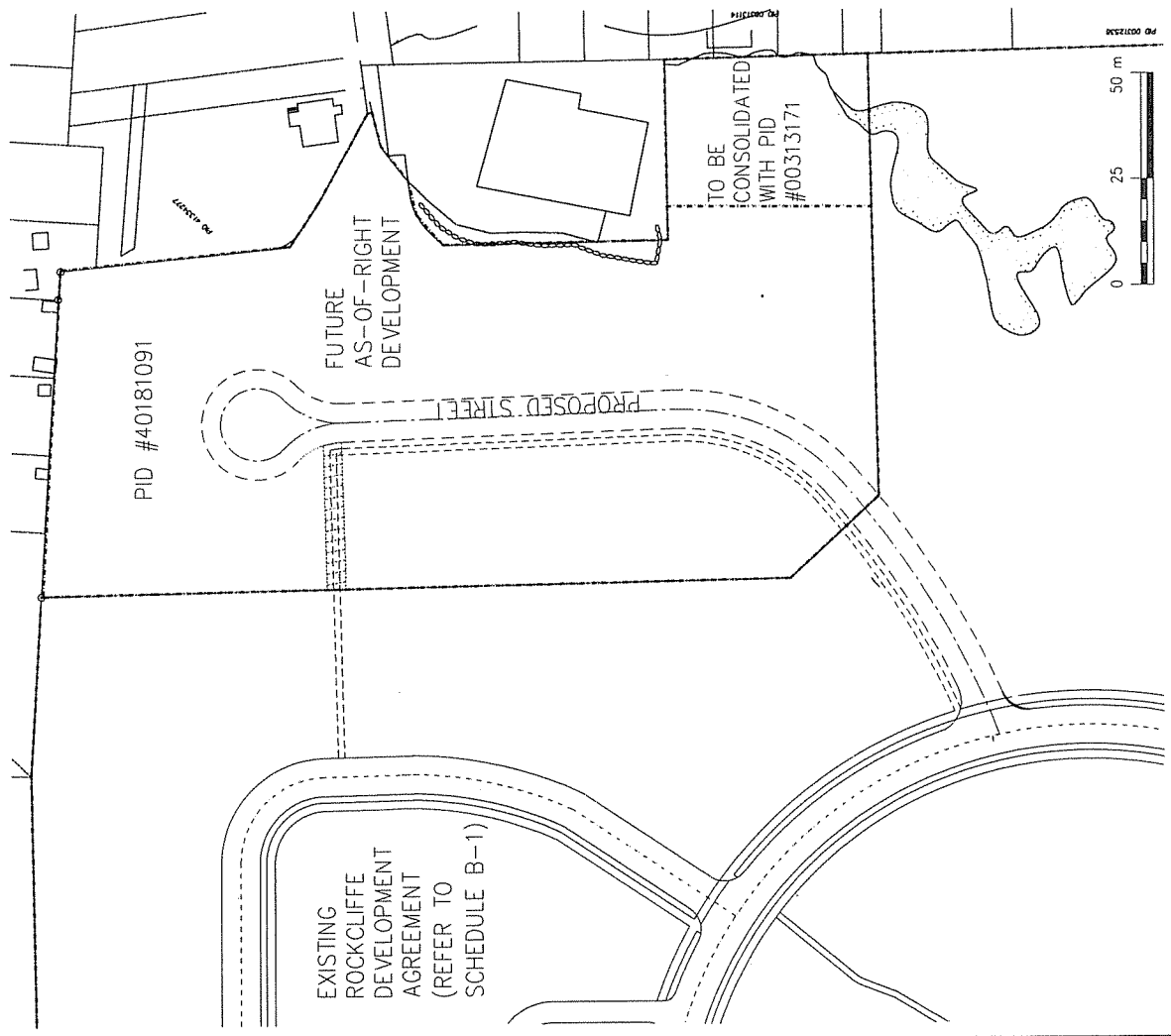
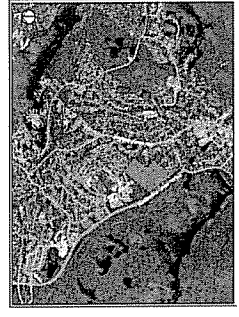


Young & Rubicam IBB Group Architects
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 Beverly Hills, CA 90210
 Tel: 310 540 3327
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This drawing is a preliminary design and is not intended to be used for construction. It is subject to change without notice. The client is responsible for obtaining all necessary permits and approvals. The design is based on the information provided by the client and is not a guarantee of performance. The design is for informational purposes only and is not a contract. The design is not to be used for any other purpose without the written consent of the architect.

PROJECT NO.	16629-001
DATE	07/21/2013
DESIGNER	IBB GROUP
PROJECT NAME	ROCKCLIFFE VILLAGE
LOCATION	ROCKCLIFFE VILLAGE
SCALE	AS SHOWN



SCHEDULE F: FUTURE LOCAL STREET CONNECTION, PLAN # 16629-001

A1.2

**Attachment A
Amending Development Agreement**

THIS AMENDING AGREEMENT made this day of , 2011,

BETWEEN:

[INSERT DEVELOPER NAME]

a body corporate, in the Halifax Regional Municipality,
Province of Nova Scotia, (hereinafter called the "Developer")

OF THE FIRST PART

-and-

HALIFAX REGIONAL MUNICIPALITY,

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

OF THE SECOND PART

WHEREAS the Developer is the registered owner of certain lands located to the east of Northwest Arm Drive and Cowie Hill Road, Halifax and which said lands are more particularly described in Schedule A hereto (hereinafter called the "Lands");

AND WHEREAS the Developer and the Municipality entered into a development agreement to allow for a comprehensive mixed-use development on the lands (referenced as Municipal Case Number 01179), the said agreement being recorded at the Land Registry Office in Halifax on October 9, 2009 as Document # 94471258 (hereinafter called the "Existing Agreement");

AND WHEREAS the Developer and the Municipality entered into an amending development agreement to allow for changes to the development on the lands (referenced as Municipal Case Number 015976), the said amending agreement being recorded at the Land Registry Office in Halifax on October 21, 2010 as Document # 97048665 (hereinafter called the "First Amending Agreement");

AND WHEREAS the Developer has requested further amendments to the provisions of the Existing Agreement;

AND WHEREAS the Chebucto Community Council of Halifax Regional Municipality approved this request at a meeting held on 2011, referenced as Municipal Case Number 16629;

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

1. Schedule F (Future Local Street Connection, Plan # 16629-001), attached to this agreement, shall be added to the Schedules of the Existing Agreement.
2. Section 2.1 shall be deleted and replaced with the following:

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 following Schedules attached to this agreement, filed in the Halifax Regional Municipality as Case Numbers 01179, 15976 and 16629.

Schedule A	Legal Description of the Lands	
Schedule B-1	Conceptual Site/ Master Plan	Plan # 15976-001
Schedule C	Typical Elevation, 10-storey Residential	Plan # 01179-002
Schedule D	Typical Elevation, 4-storey Residential	Plan # 01179-003
Schedule E	Typical Elevation, 6-storey Residential	Plan # 01179-004
Schedule F	Future Local Street Connection	Plan # 16629-001

3. The following subsection shall be added immediately following subsection 2.11:

2.12 Local Street Connection to Abutting Land

2.12.1 Pursuant to Section 4.2, clause (h), a local street connection from the minor collector to an abutting land parcel (PID# 40181091, Mont Street) and the resultant reconfiguration of the Conservation Land may be permitted, as generally shown on Schedule F, subject to compliance with Part 3 of this agreement, the Subdivision By-law and Halifax Mainland Land Use By-law.

All other terms and conditions of the Existing Agreement and the First Amending Agreement shall remain in full force and effect. This Amending Agreement shall be binding upon the Parties hereto and their heirs, successors and assigns.

WITNESS that this Agreement, made in triplicate, was properly executed by the respective Parties on this _____ day of _____, 2011.

SIGNED, SEALED AND DELIVERED
in the presence of:

=====

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

[INSERT DEVELOPER NAME]

per: _____

per: _____

=====

HALIFAX REGIONAL MUNICIPALITY

MAYOR

MUNICIPAL CLERK