

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

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

DATE: February 28, 2014

SUBJECT: **Case 19065: Partial Discharge of Development Agreement – Cowie Hill Road, Halifax**

ORIGIN

Application by R.V. Atlantic Holdings Ltd.

LEGISLATIVE AUTHORITY

Halifax Regional Municipality Charter, Part VIII, Planning & Development

RECOMMENDATION

It is recommended that Halifax and West Community Council:

1. By resolution, approve the discharging agreement as contained in Attachment A to this report, to allow for the discharge of a portion of the lands within Long Lake Village, located near Cowie Hill Road, Halifax, as shown on Map 1.
2. Require the discharging 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

R.V. Atlantic Holdings Ltd. has submitted an application to discharge a portion of the existing development agreement for Long Lake Village as shown on Map 1. The development agreement was approved by Chebucto Community Council on July 6, 2009 to allow for a mixed-use development near Cowie Hill Road in Halifax. The development agreement was amended in 2009 and in 2010 to change the requirements of the townhouses, clarify density calculations, increase density, enable future local street connections, reconfigure the conservation lands, and allow for a local street connection from the minor collector.

The applicant wishes to discharge a portion of subject property from the existing development agreement which is designated as conservation. The property to be discharged from the agreement is proposed to be used as an HRM pocket park and represents the parkland dedication for an as-of-right subdivision on the adjacent lands as per the Regional Subdivision By-law. To enable the applicant's request, Halifax and West Community Council must approve the discharge of the subject property from the existing development agreement.

Location, Designation, Zoning, and Surrounding Land Uses

The subject property is:

- located within "Long Lake Village" development and consists of a mix of residential uses situated near Cowie Hill Road;
- identified as conservation land and is 1,285.7 sq. metres in area;
- designated Residential Development District (RDD) under the Halifax MPS which allows for large scale, mixed use development by development agreement;
- zoned RDD under the Halifax Mainland LUB which allows for R-1 and R-2 Zone uses to be developed as-of-right in accordance with the respective zones;
- currently adjacent as well as abutting lands, however, the property will be adjacent to primarily townhouses in future phases of Long Lake Village; and
- adjacent to a property zoned R-2P which is proposed for as-of-right subdivision in the future for singles, two units, or 3 and 4 unit buildings.

Discharge of Development Agreements

The *Halifax Regional Municipality Charter* provides Council with a mechanism to discharge development agreements. Part VIII, Clause 244, identifies that Council may discharge a development agreement, in whole or in part, in accordance with the terms of the agreement or with the concurrence of the property owner. The Charter does not require a public hearing for the discharge of an agreement or a portion thereof. A development agreement may be discharged by resolution of Community Council.

DISCUSSION

Staff has reviewed the discharge request and has determined that it is consistent with the MPS policies for the Halifax MPS. The proposed discharge would enable the subject property to be developed in accordance with the land use provisions of the existing underlying RDD Zone and

the Regional Subdivision By-law, as amended from time to time. The RDD Zone allows for R-1 and R-2 uses which includes public parks.

Staff has reviewed the provisions of the existing development agreement and has determined that the removal of the subject property from the existing development agreement will not affect the permitted population density within the development. As the lands are intended to be designated for public park purposes, there is no effect to the existing piped service systems in the area. Additionally, Parks staff have reviewed the proposal and are supportive of a pocket park of this size in the area.

Therefore, staff recommends the discharge of the subject property from the existing development agreement as described in Attachment A.

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.

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 discharging agreement, nor is a public hearing. No public information meeting was held. Such meetings are not typically held for applications to discharge a development agreement. The decision to discharge a development agreement is made by resolution of Community Council.

The proposed discharge will potentially impact, but not limited to the following stakeholders: local residents, property owners.

ENVIRONMENTAL IMPLICATIONS

No environmental implications were identified.

ALTERNATIVES

1. Community Council may choose to enter into the proposed discharging agreement, as contained in Attachment A of this report. This is the staff recommendation. A decision of Council to approve this discharge agreement is not appealable to the N.S. Utility & Review Board as per Section 262 of the *HRM Charter*.

2. Community Council may choose not to discharge the existing development agreement and therefore, development on the property would remain subject to the conditions of the Development Agreement. This is not recommended for reasons discussed above.

ATTACHMENTS

Map 1 Location Map
Map 2 Area to be Discharged from Development Agreement

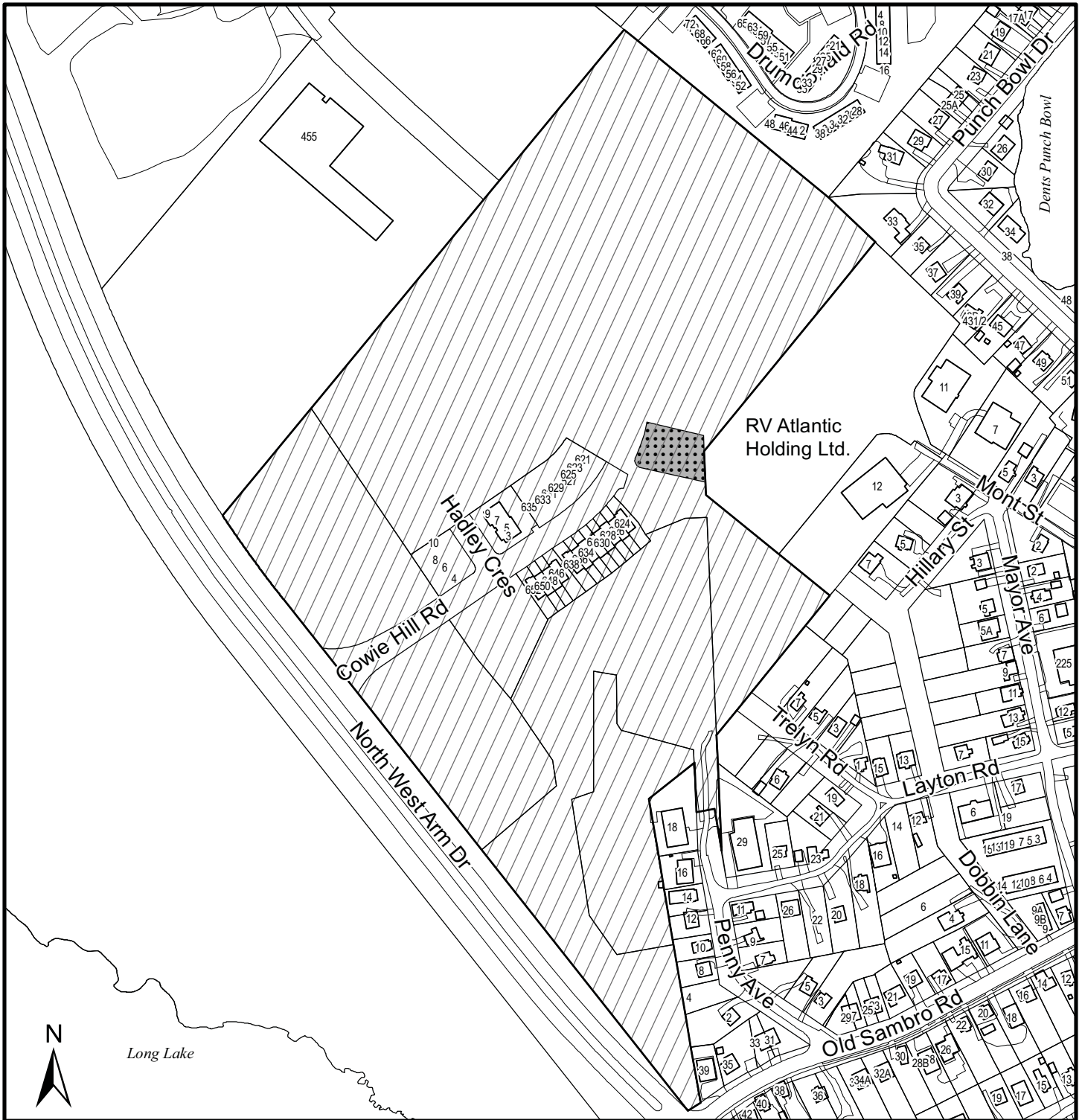
Attachment A: Proposed Discharging Agreement

A copy of this report can be obtained online at <http://www.halifax.ca/commcoun/index.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: Shilo Gempton, Development Technician, 490-6796



Original Signed

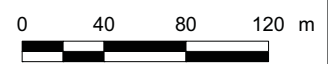
Report Approved by:  Kelly Denty, Manager of Development Approvals, 490-4800



Map 1 - Location

Long Lake Village
Halifax

-  Area to be Discharged from Development Agreement
-  Existing Development Agreement



Halifax Mainland
Land Use By-Law Area

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



Attachment A
Proposed Discharging Agreement

THIS DISCHARGING AGREEMENT made this day of **[Insert Month]** , 2014,

BETWEEN:

[Insert name here],

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 located at Cowie Hill Road, PID 00313189, Halifax, and which said lands are more particularly described in Schedule A hereto (hereinafter called the "Lands");

AND WHEREAS 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 requirements of the townhouses, a change in density from 27.1 persons per acre to 28.1 persons per acre, and allow for a future local street connection (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 and the Municipality entered into a second amending development agreement to allow for a local street connection and the resultant reconfiguration of the Conservation Land (referenced as Municipal Case Number 16629), the said amending agreement being recorded at the Land Registry Office in Halifax on July 20, 2011 as Document # 98748248 (hereinafter called the "Second Amending Agreement");

AND WHEREAS the Developer has requested that the Lands be discharged from the Existing Agreement to enable the Lands to be subject to the Mainland Land Use By-law and Regional Subdivision By-law;

AND WHEREAS the Halifax and West Community Council for the Municipality approved this request at a meeting held on [**Insert - Date**], referenced as Municipal Case Number 19065;

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

1. The Lands, as described in Schedule A, are hereby discharged from the Existing Agreement and shall no longer have any force or effect;
2. Any future development of the Lands shall conform to all applicable provisions and requirements of the Halifax Mainland Land Use By-law, as amended from time to time; and
3. The Existing Agreement shall remain in full force and effect for all other lands described in the agreement.

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

Witness

Per: _____
MAYOR

Witness

Per: _____
MUNICIPAL CLERK