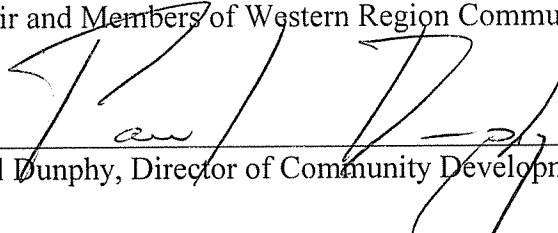




PO Box 1749
Halifax, Nova Scotia
B3J 3A5 Canada

Western Region Community Council
June 22, 2009

TO: Chair and Members of Western Region Community Council

SUBMITTED BY: 
Paul Dunphy, Director of Community Development

DATE: June 12, 2009

SUBJECT: **Case 01178: Development Agreement - Glen Baker Drive, Herring Cove**

SUPPLEMENTARY REPORT

ORIGIN

- Staff report and proposed development agreement dated March 26, 2009

RECOMMENDATION

It is recommended that Western Region Community Council:

1. Approve the proposed development agreement presented as Attachment A in the March 26, 2009 staff report, and as amended as per Attachment A of this report; and
2. Require that the development agreement be signed and delivered 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 or any other bodies as necessary, whichever is later; otherwise this approval will be void and obligations arising hereunder shall be at an end.

BACKGROUND

The subject property is a 19 acre parcel of land located off Herring Cove Road and accessed by a private road, Glen Baker Drive. The applicant proposes a residential development that will include:

- 50 single family residential lots
- 13 semi-detached residential lots (26 dwelling units)
- two new public roads with direct access to the Herring Cove Road.
- 4.55 acres of conservation land
- HRM trail head and trail connections to the Provincial Crown Lands
- Municipal sewer and water

The proposed development agreement is attached to the staff report dated March 26, 2009.

DISCUSSION

Subsequent to Council scheduling a public hearing, staff have had the opportunity to further review the technical and administrative requirements of the development agreement. An error was noted in the agreement and the need for minor housekeeping amendments was identified. These amendments simply confirm the required lot frontages for the subdivision of single unit and two unit dwellings and do not change the intent of the agreement, nor do they impact on the substantive elements of the agreement such as open space and density.

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 and the work can be carried out within the approved budget with existing resources.

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 approve the development agreement as provided in Attachment A of the March 26, 2009 staff report and as amended per Attachment A of this report. This is the recommended course of action.
2. Council may choose to refuse the proposed development agreement. Pursuant to subsection 254(6) of the *Halifax Regional Municipality Charter*, Council must provide reasons for this refusal, based on the policies of the MPS.

3. Council may choose to propose modifications to the development agreement. Such modifications may require further negotiations with the Developer.

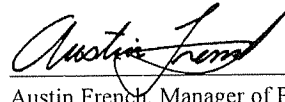
ATTACHMENTS

Attachment A Draft Amendments to the Proposed Development Agreement

A copy of this report can be obtained online at <http://www.halifax.ca/council/agendasc/cagenda.html> then choose the appropriate meeting date, or by contacting the Office of the Municipal Clerk at 490-4210, or Fax 490-4208.

Report Prepared by: Brian White, Planner I, 490-4793

Report Approved by:



Austin French, Manager of Planning Services, 490-6717

Attachment A
Draft Amendments to the Proposed Development Agreement

The proposed development agreement shall be amended as follows:

1. By replacing Subsection 3.3.2 as follows:
 - 3.3.2 Notwithstanding Subsection 3.3.1, the minimum required lot area and frontage for single unit dwellings erected, altered or used for the land uses specified by Section 3.2, may be reduced such that the average minimum lot frontage shall be not less than 60 feet (18 metres) and the average minimum lot area shall not be less than 6000 square feet (557 square metres). Where the front lot line, or any portion thereof, of any lot is a curved line, the minimum lot frontage shall not be less than 40 feet (12 metres).

2. By adding Subsection 3.3.5 immediately following Subsection 3.3.4 as follows:
 - 3.3.5 Notwithstanding Subsection 3.3.1, the minimum required lot area and frontage for two-unit dwellings erected, altered or used for the land uses specified by Section 3.2, may be reduced such that the average minimum lot frontage per dwelling unit shall be not less than 30 feet (9.1 metres) and the average minimum lot area per dwelling unit shall not be less than 3000 square feet (279 square metres). Where the front lot line, or any portion thereof, of any lot is a curved line, the minimum lot frontage per dwelling unit shall not be less than 20 feet (6 metres).