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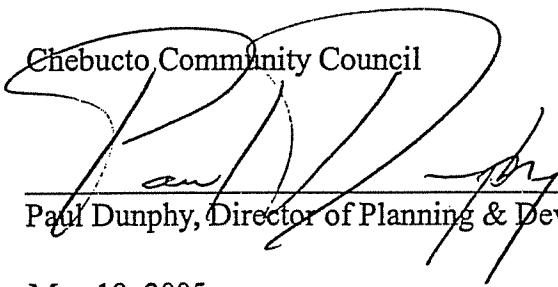
**HALIFAX** PO Box 1749  
Halifax, Nova Scotia  
REGIONAL MUNICIPALITY B3J 3A5 Canada

**Chebucto Community Council**  
**June 6, 2005**

**TO:**

Chebucto Community Council

**SUBMITTED BY:**

  
Paul Dunphy, Director of Planning & Development Services

**DATE:**

May 19, 2005

**SUBJECT:**

**Case 00761 - Amendments to Royale Hemlocks Stage II Development Agreements for Transom Drive (Formally Boatswain Street)**

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**ORIGIN**

1. July 7, 2003 approval by Chebucto Community Council of amendments to the Royale Hemlocks Stage II development agreement; and
2. February 3, 2005 application to amendment Clause 4.1 (b) related to the timing of the completion of Transom Drive (formally Boatswain Street)

**RECOMMENDATION**

It is recommended that Chebucto Community Council:

1. Approve the amending Stage II development agreement for Royale Hemlocks as Attachment "A" of this report (approval of a Stage II agreement or an amendment thereto does not require a public hearing); and
2. Require the amending development agreement to be signed and returned 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 be at an end.

## **BACKGROUND**

- In 1998, Community Council approved Stage I and II development agreements for Royale Hemlocks. The agreements provide for a mixed-density residential subdivision.
- On February 21, 2002, a presentation was made by the Friends of Hemlock Ravine on amendments proposed by the group to allow for the expansion of Hemlock Ravine Park.
- On April 9, 2003, a conceptual plan of the proposed changes was presented to staff by the President of Friends of Hemlock Ravine and a representative of Kimberly-Lloyd Developments Limited.
- On July 7, 2003 Chebucto Community Council approved the changes to the Stage I and Stage II development agreements for Royale Hemlocks. This included amendments which placed a specific time for completion of Transom Drive (formally Boatswain Street).

## **DISCUSSION**

All of the major roadways in the Royale Hemlocks development, except for Transom Drive (see context map), have been accepted by the Municipality. Transom Drive will contain a 14 inch (350 mm) water transmission main which will be connected to the existing water lines in the rights of way for Masthead Court and Starboard Drive (see Map 2). The existing 10 inch (250 mm) municipal main that ~~presently provides water service to the Royale Hemlocks development and adjacent areas~~ is an interim servicing measure that is adequate for the existing and the proposed near term development pattern in this area.

Under Clause 4.1 (b) of the present development agreement, Transom Drive must be completed by August 13, 2005. This clause was placed in the development agreement to ensure that there was adequate municipal water service to the Royale Hemlocks development and surrounding area. Completion of Transom Drive will not meet the date specified in the development agreement as construction is not presently underway.

The developer has proposed that the completion of the municipal water service be related to water needs from increased development in the surrounding area. This approach is satisfactory to staff. It would not be prudent to require the construction of the street with its associated maintenance if the developer does not see any market for the approved dwelling units. Additionally, there would be no benefit to the Municipality in assuming responsibility for a street along which no building development will occur over the short term. Staff feels the revised subsection will enable the Municipality to direct that the water service be installed if necessary to serve surrounding developments.

## **BUDGET IMPLICATIONS**

None at this time. There would be budget implications if the developer was obligated to build the roadway as HRM would be then responsible for maintaining the street without any off-setting taxes

from adjacent dwellings. At this time, however, no dwellings have been developed due to market conditions.

**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.

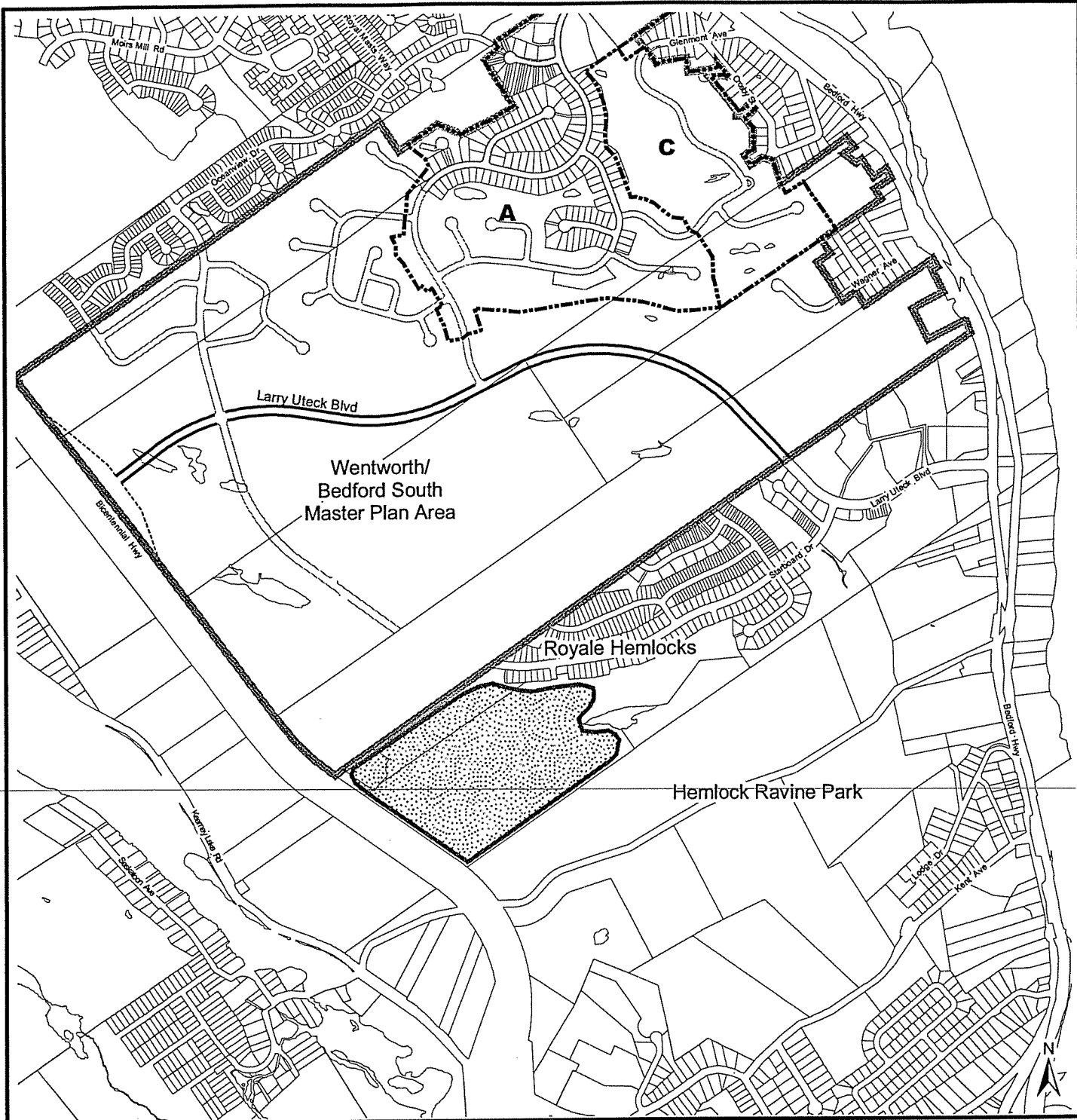
**ALTERNATIVES**

1. Proceed with the recommended course of action to amend the development agreement. As this is a Stage II amendment, no public hearing is required.
2. Direct staff to negotiate a different clause. This is not recommended for the reasons outlined in the report.


**ATTACHMENTS**

- |                 |  |
|-----------------|--|
| Map 1:          | Overall Context  |
| Map 2:          | Proposed water service in the Transom Drive area   |
| Attachment "A": | Proposed Amendment to Subsection 4.1(b) of the Stage II -Phases 1B and 3-9 Development 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: Angus E. Schaffenburg, Planner II, 490-4495

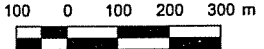


Map 1 - Location and Context

 Area of interest

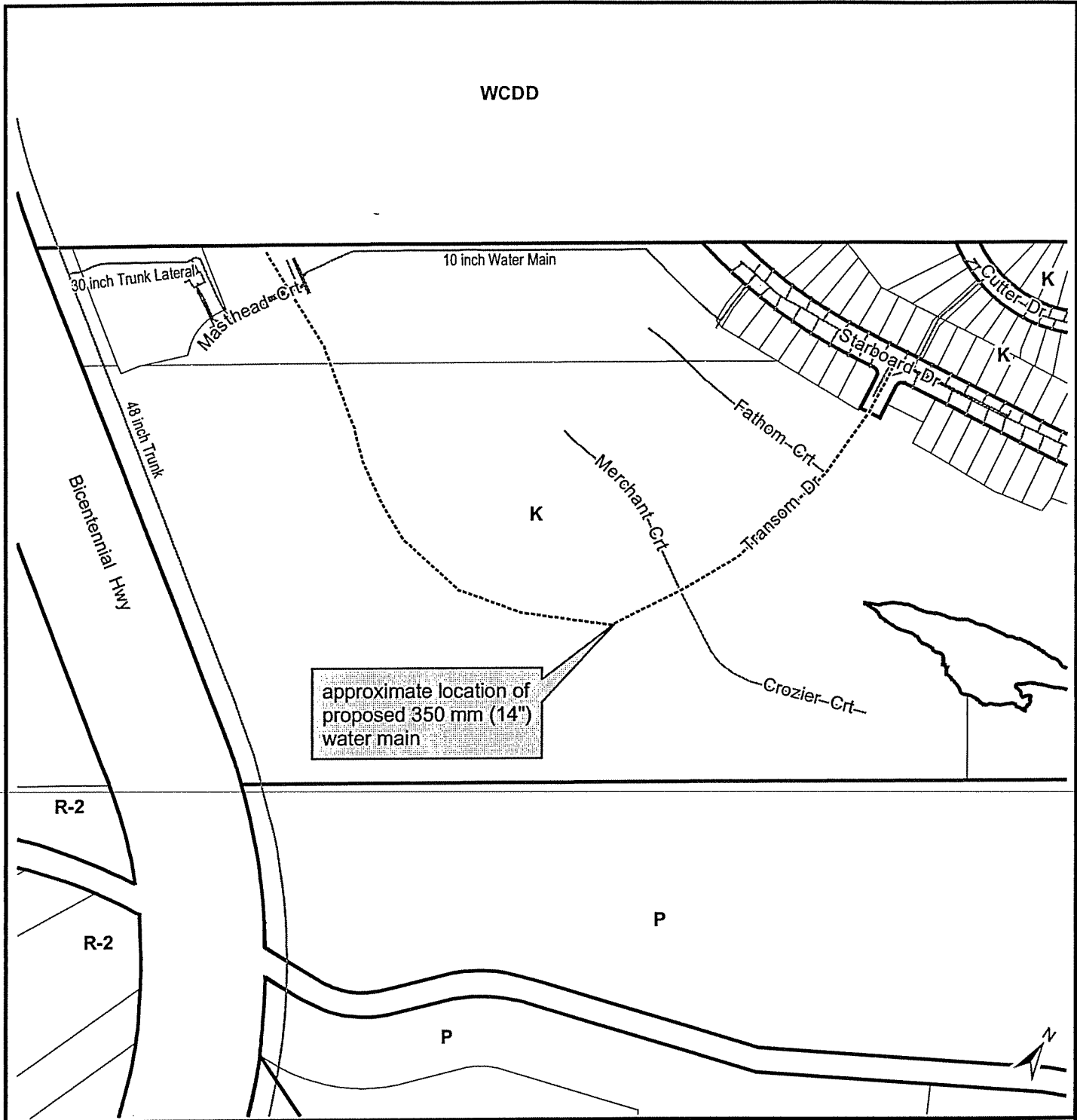
Transom Drive  
Halifax

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Halifax Mainland By-Law Area

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



approximate location of proposed 350 mm (14") water main

Map 2: Zoning

Transom Drive  
Halifax

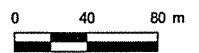
Halifax Mainland By-Law Area

— Water pipe

**Zone**

- R-2 General Residential
- WCDD Wentworth Comprehensive Dev. District
- K Schedule K
- P Park and Institutional

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This map is an unofficial reproduction of a portion of the Zoning Map for the Halifax Mainland By-Law Area.

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

**Attachment "A"**

THIS AMENDING AGREEMENT made this      day of , 2005,  
BETWEEN:

**Kimberly-Lloyd Developments Limited**  
hereinafter called the "Developer")

OF THE FIRST PART

-and-

**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 Developer is the registered owner of certain lands located on the west side of the Bedford Highway, immediately to the north of Hemlock Ravine Park in Mainland Halifax and which said lands are more particularly described in Schedule "A" to this Agreement (hereinafter called the "Lands");~~

**AND WHEREAS** the Developer and the Municipality entered into a Stage I Development Agreement for the conceptual subdivision and development of the Lands ("the Stage I Agreement") which said Agreement was registered at the Halifax County Registry of Deeds on November 20, 1998 as Document No. 37344, Book 6308, Pages 596 to 618;

**AND WHEREAS** the Chebucto Community Council of Municipality approved an application by the Developer to enter into a Stage II development agreement for Phases 1B, 3, 4, 5, 6, 7, 8 and 9, of the Royale Hemlock Subdivision on the lands, which said development agreement was registered at the Registry of Deeds in Halifax on May 7, 2001 in Book Number 6751 at Pages (1030-1059) (hereinafter called the "Existing Agreement.")

**AND WHEREAS** the Chebucto Community Council of the Municipality approved an amendment to the Stage II development agreement for Phases 1B, 3, 4, 5, 6, 7, 8 and 9, of the Royale Hemlock Subdivision at a meeting on April 8, 2002, which said development agreement was registered at the Registry of Deeds in Halifax on May 29, 2002 in Book Number 7050 at Pages (132-139) (hereinafter called the "Amending Agreement One").

**AND WHEREAS** the Chebucto Community Council of the Municipality approved an amendment to the Stage II development agreement for Phases 1B, 3, 4, 5, 6, 7, 8 and 9, of the Royale Hemlock

Subdivision at a meeting on July 7, 2003 which said development agreement was registered at the Registry of Deeds in Halifax on August 15, 2003 in Book Number 7446 at Pages (915-928) (hereinafter called the "Amending Agreement Two").

AND WHEREAS the Developer has requested an amendment to the provisions of the Stage II agreement;

AND WHEREAS the Chebucto Community Council of Halifax Regional Municipality at its meeting on \_\_\_ day of \_\_\_\_\_ 2005, approved the requested amendment.

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

1. Clause 4.1 (b) of Amending Agreement Two is repealed and the following substituted therefore:

Transom Drive will contain a 14 inch (350 mm) water transmission main which will be connected to the existing water lines in Masthead Court right-of-way and Starboard Drive. The existing 10 inch (250 mm) municipal main that presently provides water service to the Royale Hemlocks development and adjacent areas is an interim servicing situation that is adequate for the existing and the proposed near term development pattern in this area. The Development Officer and the appropriate HRM staff shall monitor the progress of development in the area and shall meet with the developer on an annual basis or more frequently if circumstances change from the approval of this amendment to determine if the additional municipal water capacity is required. When it is determined that the additional water capacity is required then the Development Officer shall notify the Developer that they have 18 months to:

- a) Build Transom Drive including all of the services including the 14 inch (350 mm) water transmission main; or
- b) Add a 14 inch (350 mm) water transmission main parallel to the 10 inch line; or
- c) Construct the 14 inch (350mm) water transmission main along the future alignment of Transom Drive within a service easement in favour of HRWC.