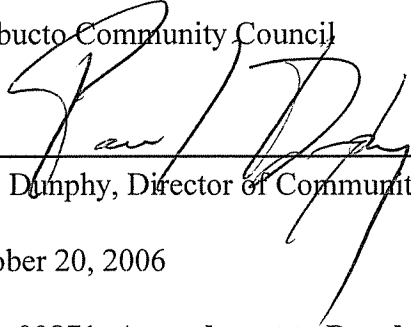




PO Box 1749
Halifax, Nova Scotia
B3J 3A5 Canada

**Chebucto Community Council
November 6, 2006**

TO: Chebucto Community Council

SUBMITTED BY: 
Paul Dumphy, Director of Community Development

DATE: October 20, 2006

SUBJECT: **Case 00871: Amendment to Development Agreement, Lot C-301B
Osborne Street, Stanley Park/Stoneridge Subdivision, Halifax**

SUPPLEMENTARY REPORT

ORIGIN

- October 2, 2006 request by Councillor Mosher for minor changes / corrections to the site plan and minutes contained in the staff report dated September 18, 2006 and the submission of a detail of the proposed fence;
- Further minor changes suggested by staff to the site plan and draft agreement affecting building sizes and locations.

RECOMMENDATION:

It is recommended that Chebucto Community Council:

1. Approve the revised amending development agreement, included as Attachment A of this report, to permit a land use change on parcel C-301B Osborne Street from a 2-storey commercial building to residential townhouses;
2. Require that the development agreement be signed within 120 days, or any extension thereof granted by Regional 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 shall be at an end.

BACKGROUND

On October 2, 2006, Council scheduled a public hearing for the subject application for November 6, 2006. At that time, Councillor Mosher requested the following minor changes regarding the staff report dated September 18, 2006:

- Minor change to the site plan to correct the spelling of Osborne Street;
- Correction to the minutes regarding reference to Northwest Arm Drive, and
- Inclusion of a detailed design for the fence referred to in Clause 6 (b), Section 2 of draft agreement.

In addition, staff suggested some minor changes to the site plan and text of the draft agreement to allow for more appropriate building locations in relation to the abutting commercial development (Tim Horton's). These include:

- Amending the site plan (Schedule "B" of Attachment A) to re-align two of the townhouse buildings to allow for greater setbacks from the Tim Horton's drive-thru;
- Replacing the word "substantially" with the word "generally" in Section 1 of the draft agreement to provide the Development Officer with more flexibility with regard to minor changes.

The proposed fence detail is included as Attachment B.

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 approve the amending development agreement. This is the recommended course of action.
2. Council may refuse to amend the existing development agreement. This alternative is not recommended for the reasons described above.

3. Council may choose to approve the amending development agreement with modifications which are acceptable to the applicant. Such modifications may require further negotiations with the applicant and/or revisions to the attached amending agreement.

ATTACHMENTS

Attachment A	Draft Development Agreement with:
Schedule "B"	Site Plan (Plan #00871-001)
Schedule "C"	Front/Rear Elevations (Plan #00871-002)
Attachment B	Proposed Fence Detail

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

Report Prepared by: Paul Sampson, Planner I, Community Development, ph.490-6259

#00582), the said agreement being recorded at the Registry of Deeds at Halifax in Book 7475 at pages 395 - 397 (hereinafter called the " Fourth Amending Agreement");

AND WHEREAS an amendment to the Existing Agreement and First Amending Agreement was subsequently approved by Chebucto Community Council on April 10, 2006 (Municipal Case #00852), and has been subsequently appealed to the N.S. Utility and Review Board;

AND WHEREAS the Developer has requested a further amendment to the First Amending Agreement and the Existing Agreement;

AND WHEREAS the Chebucto Community Council for the Municipality approved this request at a meeting on the day of , 2006, referenced as Municipal Case Number 00871;

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

1. Notwithstanding plans P200/20332, 20333 and 20334 of the Existing Agreement/First Amending Agreement and clauses 3(a) through 3(d), clause 5 and clauses 8(a) through 8(d) of the First Amending Agreement, the commercial site on the south side of Osborne Street known as lot C-301B (PID# 41079542) shall be developed with not more than 21 residential townhouses which are generally in conformance with Schedules B (Plan #00871-001) and C (Plan #00871-002) attached hereto, said Schedules forming part of the Existing Agreement. The transfer of population density from commercial to residential uses on lot C-301B shall be equivalent to 70 persons (21 units at 3.35 persons / unit) and shall not reduce the residential density allotments elsewhere within the development. Driveway access shall meet the requirements of By-law S-300.
2. Clauses 6 (a) and (b) of the First Amending Agreement shall be replaced with the following:
 - “6 (a) There shall be a minimum setback of 20 feet between the residential townhouses on lot C-301B and the rear of the single family dwelling lots on Street A (Bald Eagle Place).
 - 6 (b) The Developer shall construct a minimum six-foot high opaque wooden fence along the property lines between the residential townhouses and the abutting development (single family dwellings on Street A, commercial development at the intersection of Osborne Street and Northwest Arm Drive and the trail abutting Northwest Arm Drive).”

3. Clauses 8 (a) through (d) of the First Amending Agreement shall be replaced with the following:

“8. The developer agrees, at its own expense, to carry out improvements to the parking area of the municipal sportsfield site fronting Tamarack Drive which are satisfactory to the Municipality. These improvements shall include, but are not limited to, preparation of sub-base, asphalt, parking space delineation, additional guard rails and reconfiguration of existing ones and installation of concrete pad and fence enclosure for a portable toilet within the parking area. The developer agrees to submit to the Development Officer a site plan and detailed cost estimates for this work prior to the issuance of a Development Permit. These improvements shall be completed prior to the issuance of an occupancy permit for any of the townhouses. However, an occupancy permit may be issued provided that the developer supplies a security deposit in the amount of 120 percent of the estimated cost to complete the improvements. The security deposit shall be in the form of a certified cheque or letter of credit issued by a chartered bank to the Development Officer. Should the developer not complete the improvements within twelve months of issuance of the occupancy permit, the Municipality may use the deposit to complete the work as set out above. The security deposit or unused portion of the security deposit shall be returned to the developer upon completion of the work and its certification.”

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.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals as of the day and year first above written.

SIGNED, SEALED AND DELIVERED) YOUSSEF AND AUGUSTUS GHOSN

in the presence of:)

per: _____)

per: _____

per: _____)

per: _____


Sealed, Delivered and Attested)
by the proper signing officers of)
Halifax Regional Municipality)
duly authorized on that behalf)
in the presence of)

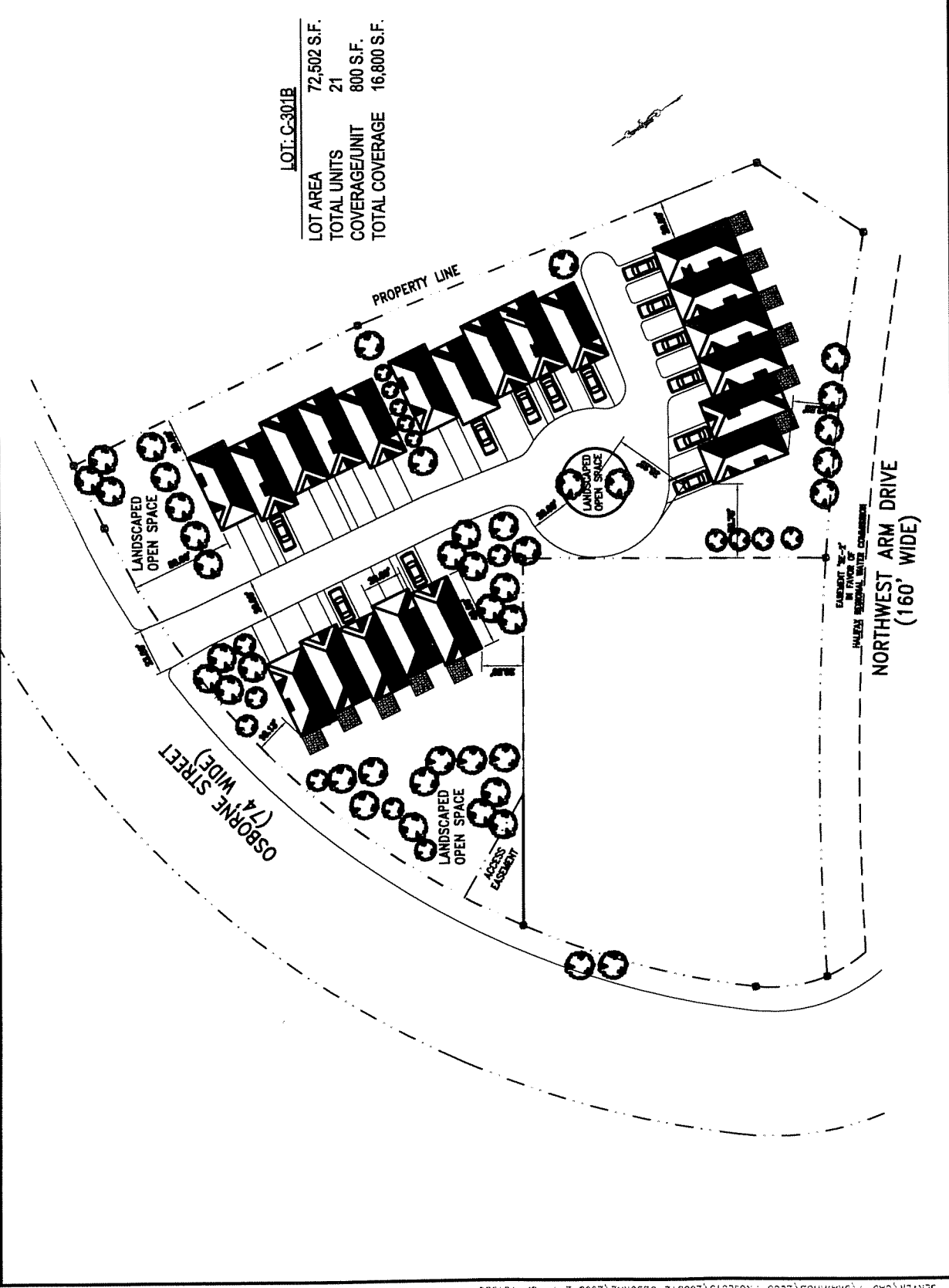
HALIFAX REGIONAL MUNICIPALITY

per: _____
MAYOR

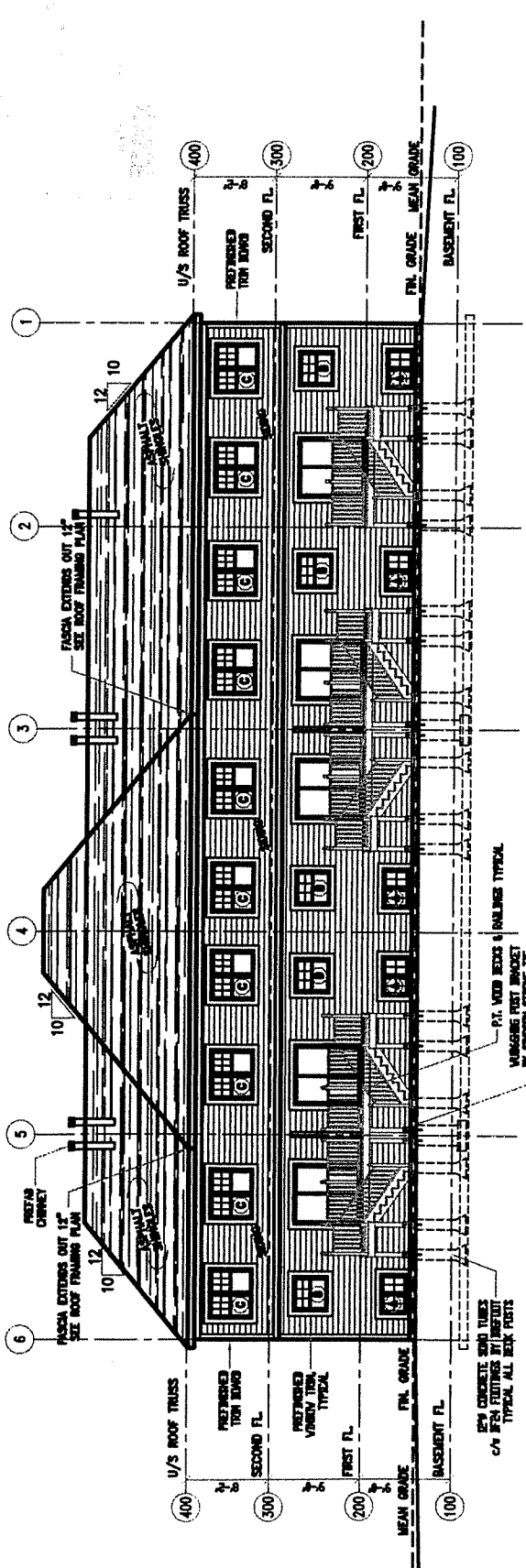
per: _____)

per: _____
MUNICIPAL CLERK

NO.		DATE	DESCRIPTION
REVISIONS			
			
ARCHITECTURE: PARKERSON, PROJECT MANAGER: KEVIN LAMAR 480 Parkland Drive, Suite 205, Halifax, NS B3S 1P9 Tel: (902) 452-8818 Fax: (902) 457-4606 E-mail: wvmt@parker-son.com Website: www.wvmt.com			
PROPOSED:			
PROPOSED 21 UNIT TOWNHOUSES			
LOT: C-301B, OSBORNE DRIVE HALIFAX, NOVA SCOTIA			
TITLE:			
SITE CONCEPT PLAN			
REFERENCES:			
CONCEPTUAL DESIGN 21 TOWNHOUSE UNITS			
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CHECKED:			
PROJECT:	2005-12		

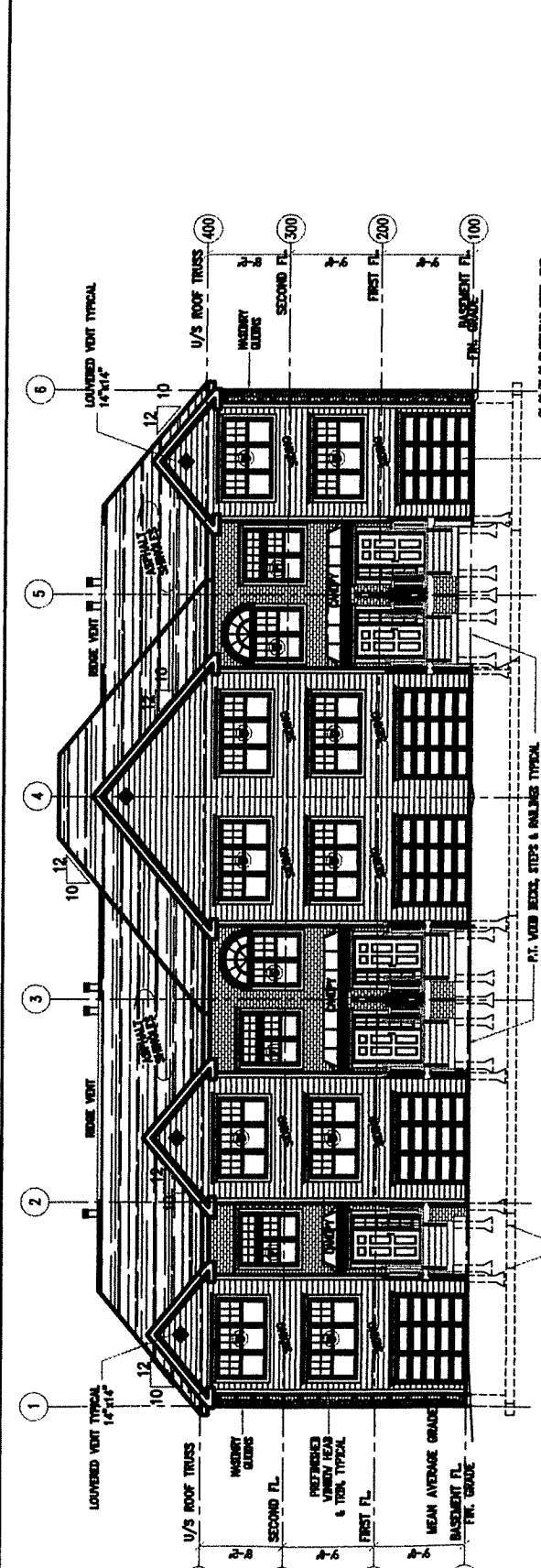


Schedule "B" - Site Plan (Plan #00871-001)



REAR ELEVATION

SCALE: 1/8"=1'-0"




FRONT ELEVATION

SCALE: 1/8"=1'-0"

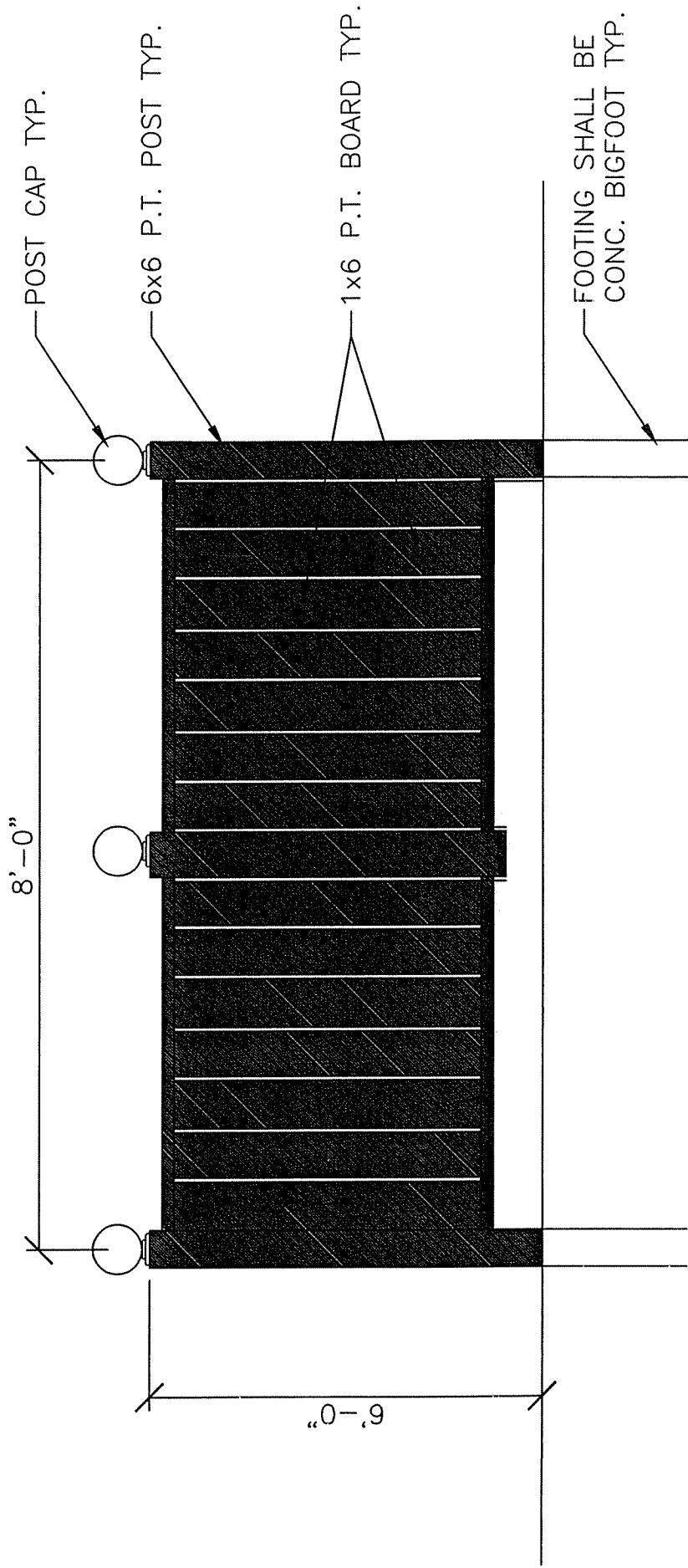
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40 Parkside Drive, Suite 200, Hoboken, NJ 07030
 Tel: (201) 991-1100
 Fax: (201) 991-1101
 www.wvap.com

DATE: 07/05/2006
 SCALE: 1/8"=1'-0"
 DRAWN: CAD
 CHECKED:
 PROJECT: 2004-20



FENCE ELEVATION

SCALE: 1/2" = 1'-0"