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Halifax, Nova Scotia
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Item No. 13.1.6
North West Community Council
November 15, 2016

TO: Chair and Members of North West Community Council

SUBMITTED BY: ORIGINAL SIGNED

Bob Bjerke, Chief Planner and Director, Planning and Development

DATE: October 24, 2016

SUBJECT: **Case 20325: Development Agreement Amendments, Transom Drive, Halifax (Wentworth Estates/Bedford South area)**

ORIGIN

Application by Emscote Limited

LEGISLATIVE AUTHORITY

Halifax Regional Municipality Charter (HRM Charter), Part VIII, Planning & Development

RECOMMENDATION

It is recommended that North West Community Council:

1. Give notice of motion to consider the proposed amending development agreement, as set out in Attachment A of this report, regarding the development of parcels TR36 and TR37, Transom Drive, Halifax and schedule a public hearing;
2. Approve the proposed amending development agreement which shall be substantially of the same form as set out in Attachment A; and
3. Require the 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, which is later; otherwise this approval will be void and obligations arising hereunder shall be at an end.

BACKGROUND

Emscote Limited is seeking approval of substantive amendments to an existing development agreement pertaining to a portion of the Wentworth Estates and Bedford South development. The proposed amendments allow for alternate development of Blocks TR36 and TR37 at Transom Drive, Halifax (more recently known as Blocks TR100 and E-R10, respectively), encompassing approximately 6.2 hectares (15 acres)(Maps 1 and 2).

Subject Site	Blocks TR36 and TR37, Transom Drive, Halifax (<i>two properties</i>)
Location	New western portion of Transom Drive, between Starboard Drive & Masthead Court, Halifax
Regional Plan Designation	Urban Settlement
Community Plan Designation (Map 1)	Wentworth Secondary Planning Strategy: Mixed Use/ Business Campus & Park/ Open Space
Zoning (Map 2)	WCDD (Wentworth Comprehensive Development District) - Halifax Mainland Land Use By-law
Size of Site	TR36: 2.6 hectares (6.4 acres)/ TR37: 3.64 hectares (9 acres)
Street Frontage	TR36: 15.2 metres (50 feet) along Transom Drive; TR37: 32 metres (104 feet) along Transom Drive
Current Land Use(s)	Vacant
Surrounding Use(s)	A mixture of residential uses, including single unit dwellings, semi-detached dwellings, townhouses, and low to mid-rise multiple unit residential buildings

Proposal Details:

The applicant has requested an amendment to the existing development agreement to allow for changes to the development permitted within of Blocks TR36 and TR37 Transom Drive, as follows:

- Parcel TR36 (east side of Transom Drive): This property currently allows for a multi-unit building containing 63 units, up to 6 storeys in height. Instead, the applicant is proposing that the site be developed with 21 townhouses and 2 small multi-unit buildings. The townhouses would be grouped into seven townhouse buildings of 3-units each. The multi-unit buildings would have 8 units each, up to 5 storeys high, with ground-level parking behind the front façade and two units per floor. The development is to be in condominium form and located on a privately-owned driveway with private services and easements. This would result in a reduction of 26 units on this parcel.
- Parcel TR37 (west side of Transom, abutting Hwy. 102): This property currently allows for two multi-unit buildings containing 63 units each, up to 8 storeys in height. Instead, the applicant is proposing that the site be developed with a single but larger multi-unit building with up to 150 units and up to 12 storeys in height. This would result in an increase of 24 units on this parcel.

There are no proposed changes to the street network, driveway locations, servicing, parkland and open space requirements of the existing agreement. If the proposed amendments are approved, the overall number of units within the two parcels would be reduced by 2.

Existing Development Agreement (Planning Case No. 17082):

On April 2, 2012, the former Chebucto Community Council approved the existing development agreement which allowed the residential subdivision for the remaining portions of the Wentworth Secondary Planning Strategy areas identified as neighbourhoods B, F and the business campus. The existing agreement allowed for the following residential unit breakdown:

- 117 single unit dwellings;
- 54 townhouses, in both individual-lot and condominium-style arrangements; and

- 207 multiple-unit dwelling units.

Enabling Policy and LUB Context:

The subject properties are designated Mixed Use/ Business Campus & Park/ Open Space under the Wentworth Secondary Planning Strategy (WSPS) and zoned WCDD (Wentworth Comprehensive Development District) Zone under the Halifax Mainland Land Use By-law (Map 1 and 2). All development in the Secondary Planning Strategy is subject to the negotiation of a development agreement and Community Council approval.

The subject proposal, as well as the original development, is being considered pursuant to the applicable policies of the WSPS (Attachment B).

COMMUNITY ENGAGEMENT

The community engagement process is consistent with the intent of the HRM Community Engagement Strategy. The level of community engagement was consultation, achieved through providing information and seeking comments through the HRM website, signage posted on the subject site and information postcards mailed to property owners within the notification area.

A public hearing must be held by North West Community Council before they can consider approval of the proposed amending development agreement. Should Community Council decide to proceed with a public hearing on this application, in addition to the published newspaper advertisements, property owners within the notification area shown on Map 2 will be notified of the hearing by regular mail.

The proposal will potentially impact local residents and property owners.

DISCUSSION

Staff has reviewed the proposal relative to all relevant policies and advise that it is reasonably consistent with the intent of the MPS. Attachment B provides an evaluation of the proposed amendments to the development agreement in relation to the relevant MPS policies.

Proposed Amending Development Agreement:

Attachment A contains the proposed amending agreement for the subject site and the conditions under which the development may occur. The proposed amending agreement addresses the following matters:

- Changes to the permitted residential uses and building form for Blocks TR36 and TR37;
- New development standards for Block TR36 to permit townhouses and apartment uses to be located on the same parcel;
- Revised density chart for the overall development; and
- Allowance for the future subdivision and acquisition by the Municipality of the rear portion of Block TR37 for active transportation purposes, in the event that a mutual agreement with the developer is reached.

Of the matters addressed by the proposed Amending Agreement to satisfy the MPS Policies' criteria shown in Attachment B, the following have been identified for detailed discussion.

Land Uses and Building Form:

The proposed land use changes will allow a less-intensive development form on Block TR36 to better relate to the adjacent low-rise residential uses on Transom Drive and Starboard Drive. As Block TR37 is located next to Highway No. 102, the resulting larger multiple-unit dwelling on that site which will replace

two smaller buildings, is not expected to result in any land use impacts. In terms of building design, both sites will be subject to the design criteria found in Schedule L of the existing agreement. Additionally, the existing open spaces/ non-disturbance areas which are required by the existing agreement along the southeastern edge of each parcel will be maintained.

Population Density:

Notwithstanding a small decrease to the total number of units, there will be no change to the overall population permitted by the existing agreement. The density table within the agreement will be replaced with an updated version (Schedule K-1 of Attachment A) and the proposed amending development agreement will also correct and clarify existing discrepancies between the written text and schedules of the existing agreement related to unit mix.

Conclusion

Staff have reviewed the proposal in terms of all relevant policy criteria and advise that the proposal is reasonably consistent with the intent of the Halifax MPS (Wentworth Secondary Planning Strategy) and the existing agreement. Therefore, it is recommended that North West Community Council approve the proposed amending development agreement as contained in Attachment A.

FINANCIAL IMPLICATIONS

There are no budget implications. The applicant will be responsible for all costs, expenses, liabilities and obligations imposed under or incurred in order to satisfy the terms of this proposed amending development agreement. The administration of the proposed amending development agreement can be carried out within the approved 2016/17 budget and with existing resources.

RISK CONSIDERATION

There are no significant risks associated with the recommendations contained within this report. This application may be considered under existing MPS policies. Community Council has the discretion to make decisions that are consistent with the MPS, and such decisions may be appealed to the N.S. Utility and Review Board. Information concerning risks and other implications of adopting the proposed Amending Development Agreement are contained within the Discussion section of this report.

ENVIRONMENTAL IMPLICATIONS

No environmental implications are identified.

ALTERNATIVES

1. North West Community Council may choose to approve the proposed amending development agreement subject to modifications. Such modifications may require further negotiation with the applicant and may require a supplementary report or another public hearing. A decision of Council to approve the proposed amending development agreement is appealable to the N.S. Utility & Review Board as per Section 262 of the *HRM Charter*.
2. North West Community Council may choose to refuse the proposed amending development agreement, and in doing so, must provide reasons why the proposed amending agreement does not reasonably carry out the intent of the MPS. A decision of Council to refuse the proposed amending development agreement is appealable to the N.S. Utility & Review Board as per Section 262 of the *HRM Charter*.

ATTACHMENTS

Map 1: Generalized Future Land Use
Map 2: Zoning and Notification Area

Attachment A: Proposed Amending Agreement & Schedule K-1
Attachment B: Review of Relevant MPS Policies for Halifax

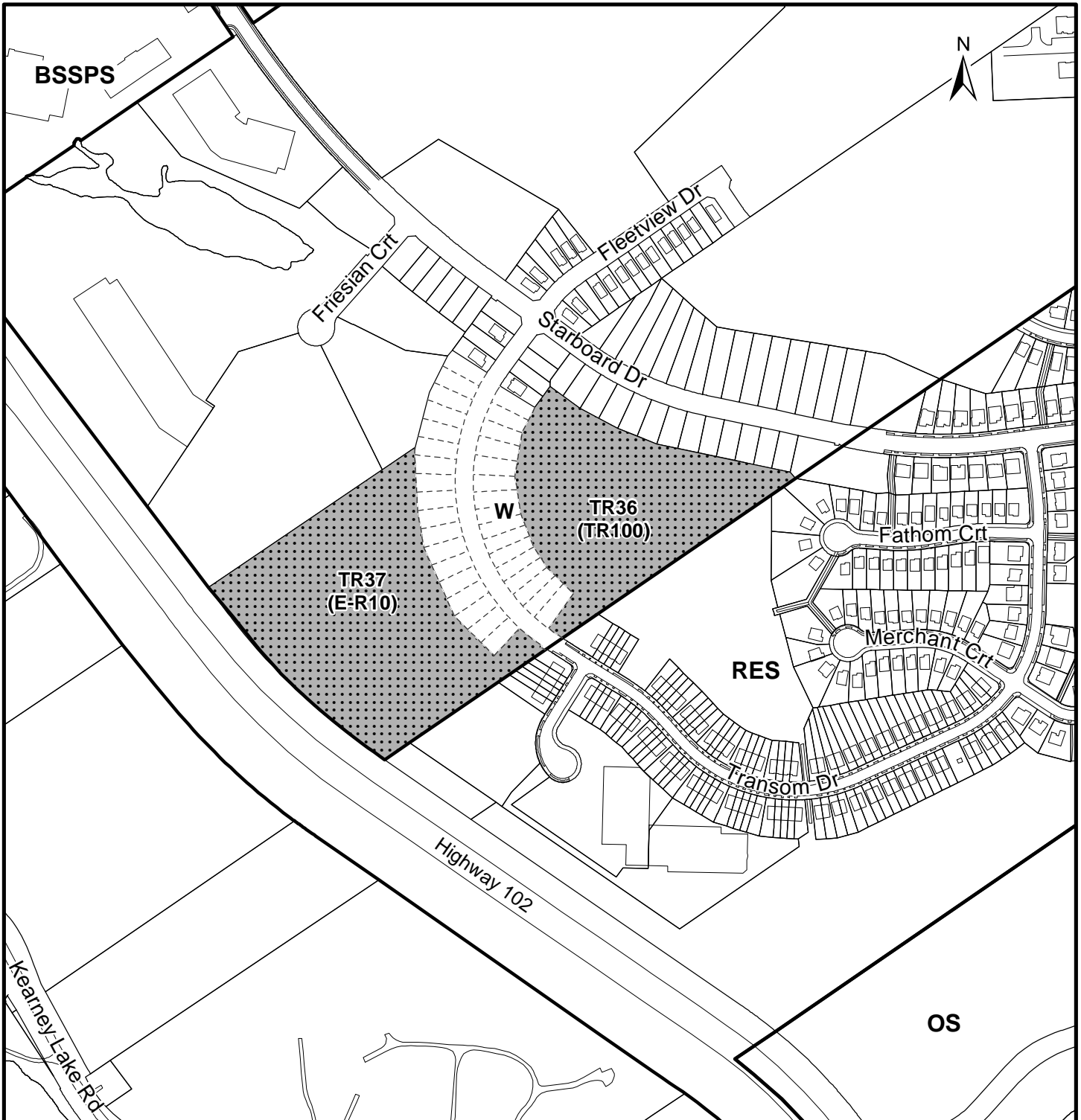
A copy of the existing development agreement may be obtained at:
<http://www.halifax.ca/planning/applications/Case20325Details.php>

A copy of this report can be obtained online at <http://www.halifax.ca/commcoun/index.php> then choose the appropriate Community Council and meeting date, or by contacting the Office of the Municipal Clerk at 902.490.4210, or Fax 902.490.4208.

Report Prepared by: Paul Sampson, Planner II, Current Planning, 902-490-6259

Report Approved by: ORIGINAL SIGNED

Kelly Denty, Manager, Current Planning, 902.490.4797



Map 1 - Generalized Future Land Use

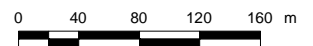
Transom Drive, Wentworth Estates,
Halifax

HALIFAX

 Subject Property

Designations

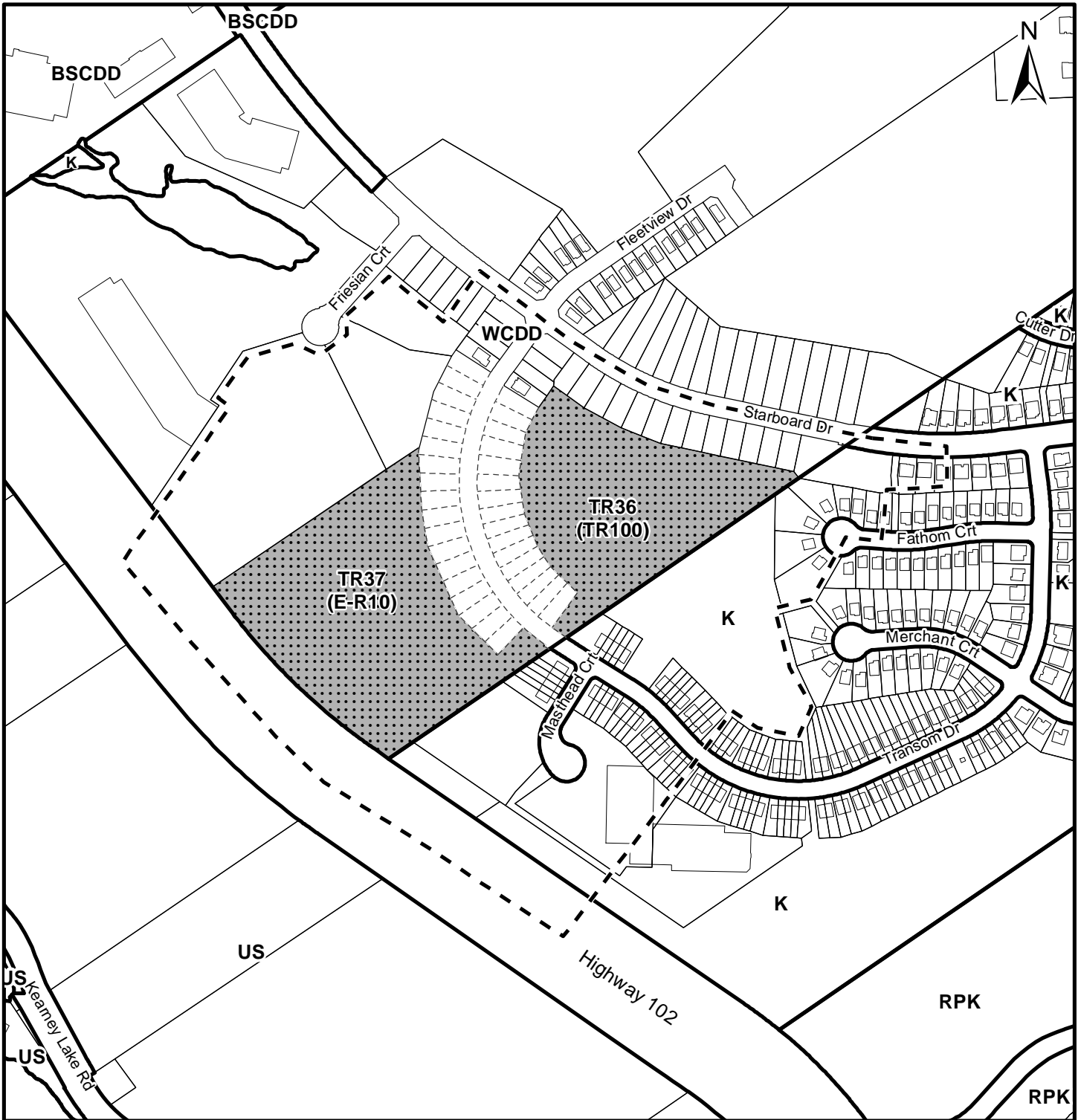
- RES Residential Environments
- OS Major Community Open Space
- W Wentworth
- BSSPS Bedford South Secondary Planning Strategy



Halifax Plan Area
Wentworth Secondary Plan Area


This map is an unofficial reproduction of a portion of the Generalized Future Land Use Map for the plan area indicated.


The accuracy of any representation on this plan is not guaranteed.



Map 2 - Zoning and Notification Area

Transom Drive, Wentworth Estates,
Halifax

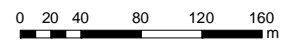
 Subject Property

 Notification Area

Zone

- US Urban Settlement
- K Schedule K
- RPK Regional Park
- BSCDD Bedford West Comprehensive Development District
- WCDD Wentworth Comprehensive Development District

HALIFAX



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.

Halifax Mainland
Land Use By-Law Area

ATTACHMENT A:
Proposed Amending Development Agreement

THIS AMENDING AGREEMENT made this day of , 2017,

BETWEEN:

[Insert Name of Corporation/Business LTD.],
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 Transom Drive, Halifax (Insert PID #), and which said lands are more particularly described in Schedule A hereto (hereinafter called the "Lands");

AND WHEREAS the Chebucto Community Council of the Municipality approved an application to enter into a development agreement to allow for the subdivision and development of the Lands pertaining to Neighbourhoods B and F and the Business Campus area (referenced as Municipal Case Number 17082), which said Development Agreement was registered at the Halifax County Land Registration Office on June 15, 2012 as Document Number 100906842 (hereinafter called the "Existing Agreement");

AND WHEREAS the Developer has requested an amendment to the provisions of the Existing Agreement;

AND WHEREAS the North West Community Council for the Municipality approved this request at a meeting held on **[INSERT DATE]**, referenced as Municipal Case Number **20325**;

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 K (density chart) shall be deleted and replaced with Schedule K-1 attached hereto;
2. In Section 3.1.1, the words “Schedule K” shall be deleted and replaced with “Schedule K-1”;
3. In Section 3.3.2, second sentence, the words “the following table” shall be deleted and replaced with “Schedule K-1”;
4. In Section 3.3.2, the table and all text within it shall be deleted;
5. The following text shall be added as a new section (Section 3.4.15):

3.4.15 Notwithstanding Sections 3.1, 3.3.3, 3.4.5, 3.4.6 and Schedules B and J, the Developer shall develop and use Block TR36 (also known as TR100) and TR37 (also known as E-R10), provided that all other requirements of the Existing Agreement and Land Use By-law are met and that the total population shown in Schedule K-1 is not exceeded, as follows:

a) Block TR36 (also known as TR100) may be developed with a combination of townhouse clusters and two multiple-unit buildings and shall comply with the following:

- i) Minimum lot frontage: 12.2 metres (40 feet);
- ii) Maximum lot coverage shall be 35%;
- iii) Minimum front yard: 6.1 metres (20 feet);
- iv) Minimum side and rear yards for townhouses: 3.05 metres (10 feet);
- v) Minimum distance between townhouse buildings: 2.43 metres (8 feet);
- vi) Maximum building height for townhouses: 9.14 metres (30 feet) and no greater than two storeys plus the basement;
- vii) Minimum width of each townhouse unit: 6.1 metres (20 feet);
- viii) Each townhouse dwelling shall be served with a hard surface driveway and a parking space for an automobile in the dwelling (i.e. garage) measuring not less than 3.05 metres (10 feet) in width and 5.49 metres (18 feet) in length;
- ix) Minimum distance between multiple-unit buildings: 6.1 metres (20 feet);
- x) Maximum building height of multiple-unit buildings shall be five storeys, including parking levels;
- xi) Minimum side and rear yards for multiple-unit buildings shall be half the height of the main building;
- xii) Block TR36 may be further subdivided so that the two multiple-unit buildings are located on one lot, separate from the townhouse clusters. No frontage shall be required for the multiple-unit building lot, provided that private access easements are included. Minimum lot area for the multiple-unit building lot shall be 1,858 square metres (20,000 square feet);
- xiii) The Common Shared Private Driveway shall have a minimum width of 6.1

metres (20 feet). The Common Shared Private Driveway and vehicle parking areas shall be finished with a hard surface such as asphalt, concrete, or an acceptable equivalent in the opinion of the Development Officer. The limits of the parking area shall be defined by fencing, landscaping or curb. The Common Shared Private Driveway and all services/ laterals shall be under private ownership and all maintenance and private easements are the responsibility of the owner;

xiv) The open space and treeline buffers shown on Schedules I and J shall be retained; and

xv) The townhouses and multiple-unit buildings shall conform with the architectural design criteria pursuant to Schedule L.

b) Block TR37 may be developed with one multiple-unit building and shall comply with Section 3.4.6 with the exception of clause (e), and shall be subject to the following conditions:

i) the maximum building height (excluding mechanicals) shall be twelve habitable storeys plus underground parking;

ii) The open space and treeline buffers shown on Schedules I and J shall be retained;

iii) Nothing in this agreement shall prevent the future subdivision and acquisition by the Municipality, for active transportation purposes, of the rear portion of Block TR37 (also known as E-R10), containing the easement for Halifax Water known as Parcel E-8 (as recorded in the Halifax Registry of Deeds as Document No. 32250, Book 6456, Page 172), in the event that a mutual agreement on its acquisition between the Developer and Municipality is reached. The Development Officer may approve such subdivision of the rear portion of Block TR37, provided that the minimum rear or side yard for the multiple-unit building affected by such subdivision shall be waived, there shall be no reduction in population density for Block TR37 as indicated in Schedule K-1 and there shall be no minimum lot frontage required.”

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

Schedule K-1

Density Chart

Wentworth Estates	
Total Acreage	106 Acres
Multiplication Factor	<u>20 PPA</u>
Maximum Population	2120
Development Agreement (Case 00624)	
Apartment Block Units	480
Factor	<u>2.25</u>
Total Population	1080
Maximum Population	2120
Less Case 00624	<u>1080</u>
Remaining Density	1040
Development Agreement (Case 17082)	
Past Lots	
Fleetview Drive – 40’ Singles	26 x 3.35 = 87.1
Bosun Run – Townhouses	30 x 3.35 = 100.5
BR06 – Townhouses	<u>21 x 3.35 = 70.3</u>
	Total = 257.9
2A Takeover Application 19815	
Starboard Drive – 55’ Singles	30 x 3.35 = 100.5
2B - Current Transom Takeover	
<i>***Transom Drive – 45’ Singles (Note: 2 lots belong to Cresco)</i>	<i>32 x 3.35 = 107.2 ***</i>
**Emscote’s Transom Drive – 45’ Singles	30 x 3.35 = 100.5 **
Future Units	
Cutter Drive – 45’ Singles	38 x 3.35 = 127.3
Fleetview Drive – 40” Single	1 x 3.35 = 3.35
Starboard Drive (DA Amendment Case 20216) – 55’ Single	1 x 3.35 = 3.35
Cutter Drive (DA Amendment Case 20216) – 45’ Single	1 x 3.35 = 3.35
TR100 (DA Amendment Case 20325) – Townhouses	21 x 3.35 = 70.35
- Multiple Units	16 x 2.25 = 36
E-R10 – Multiple Units	<u>150 x 2.25 = 337.5</u>
	Total = 581.2
Density Calculation	
Past Lots	358.4
Current Takeover	100.5
Future Units	<u>581.2</u>
Total	1040.

*** Two of these units belong to Cresco. ** Emscote’s owns 30 lots.

**Attachment B
Review of Relevant Municipal Planning Strategy
Policies for Halifax**

Policy Criteria	Staff Comment
SECTION XIV – WENTWORTH SECONDARY PLANNING STRATEGY	
<p>Policy MCP-1: The Community Concept Plan, presented as Schedule I, shall form the framework for land use allocation within the master plan area and all policies and actions taken by the Municipality shall conform with the intent of this plan. A comprehensive development district zone shall be applied to all lands within the master plan area and any development of the land shall be subject to approval of a development agreement.</p>	<p>The proposed amendments affecting Blocks TR36 and TR37 are consistent with the community concept plan.</p>
<p>Policy MUBC-2: Residential developments may be considered by development agreement within the Mixed Use Business Campus Designation. Consideration will be given to the provisions of policies RN-3 and the provisions for Residential Neighbourhood F under policy RN-3.</p> <p>Policy RN-3: Each residential neighbourhood shall conform with the following provisions:</p> <p>Neighbourhood F:</p> <p>Lands will be developed primarily with lower density residential housing which may include single, semi-detached and townhouse units. Apartment buildings may be considered on lots with frontage on Starboard Drive.</p>	<p>The existing agreement and proposed amendments both allow for residential uses within the Mixed Use Business Campus Designation. The intent was to allow for high-density housing to the southwest, in the proximity of Highway 102 and the General Commercial designation west of Starboard Drive. The proposal is consistent with this policy.</p>
<p>Policy P/OS-1: The areas designated as Park/Open Space on Schedule I shall be reserved for active and passive recreational uses, stormwater management and environmental protection. Provided that the area of the designation is not materially reduced, the boundaries of the Park/Open Space Designation may be varied where such changes provide:</p> <ol style="list-style-type: none"> 1. enhanced protection of environmentally sensitive site features; 2. more opportunity for preservation of significant aesthetic features; 3. more suitable lands for active recreational uses; or 4. a more functional path system for pedestrians and cyclists. 	<p>The proposal does not alter the parkland and open space provisions and requirements of the Existing Agreement. The proposed amending agreement complies with these requirements.</p>
<p>Policy EP-6: Features of environmental significance shall be delineated as non-disturbance areas under development agreements. Non-disturbance areas shall be located to allow for continuity non-</p>	<p>The Existing Agreement identifies non-disturbance areas along the southeastern edge of Blocks TR36 and TR37. These non-disturbance areas will be maintained.</p>

<p>disturbance areas on abutting lots, municipal parkland and open space dedications, and natural areas adjacent to watercourses.</p>	
<p>Policy EP-7: A tree replanting program shall be incorporated into development agreements to allow for regrowth of trees over all lands on which the natural vegetation has been removed as a consequence of development. The program shall specify the locations, number, type and diameter of trees to be planted. The type of trees shall be indigenous to Nova Scotia.</p>	<p>Section 3.8.1 of the Existing Agreement contains provisions for the replacement of any trees which have to be removed within the non-disturbance areas. The proposed amending agreement complies with these requirements.</p>
<p>Policy MS-1: For sewage flow calculations, the population of the master plan area shall not exceed a gross density of twenty (20) persons per acre. To provide for an equitable distribution of development among property owners, three sub areas are established as illustrated in Schedule "III". Within each area, a maximum twenty persons per acre shall be permitted.</p>	<p>The proposed amending agreement complies with this policy. There will be no change to the overall population permitted by the existing agreement. The density table will be replaced with an updated version (Schedule K-1) and the proposed amending development agreement will correct and clarify existing discrepancies between the written text and schedules of the existing agreement.</p>