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Item No. 13.1.3
Harbour East – Marine Drive Community Council
September 6, 2018

TO: Chair and Members of Harbour East – Marine Drive Community Council

SUBMITTED BY: Original Signed

Peter Duncan, Acting Director, Planning and Development

Original Signed

Jacques Dubé, Chief Administrative Officer

DATE: August 20, 2018

SUBJECT: **Case 21910: Discharge of Development Agreement for Harbour Ridge Golf Club, 108 Harbour Ridge Drive (and surrounding properties), East Petpeswick**

ORIGIN

Application by Allen Baker of Harbour Ridge Estates.

LEGISLATIVE AUTHORITY

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

RECOMMENDATION

It is recommended that Harbour East – Marine Drive Community Council approve, by resolution, the proposed discharge of the development agreement between Halifax Regional Municipality and Harbour Ridge Developments Limited dated December 17, 1999 and filed in the Registry of Deeds on March 6, 2000 as document 6445 in Book 6528, pages 926 to 952, from the following properties:

- a) 108 Harbour Ridge Drive, East Petpeswick (PID 40832800)
- b) 843 East Petpeswick Road (PID 40863466)
- c) 851 East Petpeswick Road (PID 40863474)
- d) 855 East Petpeswick Road (PID 40863482)
- e) 9 Harbour Ridge Drive (PID 40879611)
- f) 22 Harbour Ridge Drive (PID 41032285)
- g) 40 Harbour Ridge Drive (PID 41032293)
- h) 58 Harbour Ridge Drive (PID 41032301)

- i) 96 Harbour Ridge Drive (PID 41164005); and
- j) 103 Harbour Ridge Drive (PID 41164013)

BACKGROUND

Allen Baker, on behalf of Harbour Ridge Estates Limited, has applied to discharge the existing development agreement for the former Harbour Ridge Golf Course and single unit dwellings along Harbour Ridge Drive in East Petpeswick.

Subject Site	108 Harbour Ridge Drive, East Petpeswick (PID 40832800) The development agreement is also registered on nine single unit dwelling lots, at the following civic addresses: <ul style="list-style-type: none"> • 843 East Petpeswick Road (PID 40863466) • 851 East Petpeswick Road (PID 40863474) • 855 East Petpeswick Road (PID 40863482) • 9 Harbour Ridge Drive (PID 40879611) • 22 Harbour Ridge Drive (PID 41032285) • 40 Harbour Ridge Drive (PID 41032293) • 58 Harbour Ridge Drive (PID 41032301) • 96 Harbour Ridge Drive (PID 41164005) • 103 Harbour Ridge Drive (PID 41164013)
Location	Eastern Shore (West) Plan Area
Regional Plan Designation	Rural Commuter (RC)
Community Plan Designation (Map 1)	Mixed Use (MU) Designation under the Eastern Shore (West) Municipal Planning Strategy
Zoning (Map 2)	Fishing Village (FV) and Mixed Use (MU) under the Eastern Shore (West) Land Use By-law
Size of Site	66.04 ha (163.18 acres)
Street Frontage	32.30 m (105.98 ft.) on East Petpeswick Road
Current Land Use(s)	The site is no longer in operation, but contains facilities for the former Harbour Ridge Golf Club including a golf course, clubhouse, and restaurant
Surrounding Use(s)	<ul style="list-style-type: none"> • Along Harbour Ridge Drive, the subject property abuts nine properties developed with single unit dwellings that fall under the existing development agreement (see Subject Site above); • To the north is a vacant parcel zoned Mixed Use (MU) and a property with a single unit dwelling at 839 East Petpeswick Road; • To the west across the road is a single unit dwelling (854 East Petpeswick Road); and • To the south is a vacant parcel zoned Fishing Village (FV) and Mixed Use (MU) and several single unit dwellings are located along East Petpeswick Road.

Approval History

In 1999, the former Marine Drive, Valley and Canal Community Council approved a development agreement to permit a golf course on a portion of the subject properties (Harbour Ridge Golf Club). The agreement provided for the balance of the lands to be regulated in accordance with the underlying Fishing Village (FV) or Mixed Use (MU) Zones. In addition to the golf course, nine (9) other individual lots were subdivided and single unit dwellings constructed since the agreement was approved.

On November 10, 2016, Harbour East - Marine Drive Community Council (HEMDCC) approved a development agreement discharge that included a requirement for the owners of 108 Harbour Ridge Drive and the nine other residential lots to execute discharge documents within 240 days. This discharge agreement was not executed and returned to HRM within that time frame. Consequently, Council's approval expired and the development agreement remained in place.

The lands approved for the golf course (108 Harbour Ridge Drive) were sold to the applicant in October 2017 and, on June 7, 2018, HEMDCC approved a development agreement discharge for the second time which also required signatures of the property owners of 108 Harbour Ridge Drive and the nine adjacent residential lots. The new owner entered into this process in good faith but has been unable to obtain all the signatures required to effect registration of the discharge documents.

The continued presence of this development agreement on the lots in question limits the use of 108 Harbour Ridge Drive to only a golf course while having no impact to the development rights of the remaining 9 parcels. The development agreement provides for the application of the underlying MU and FV zones which would be the same requirements applicable to these lots upon the discharge of the development agreement. The presence of the development agreement on the title of these properties is redundant and can be discharged with no impact to the development rights of the 9 properties in question.

Proposal Details

The applicant wishes to subdivide 108 Harbour Ridge Drive for single unit residential development in accordance with the underlying FV and MU zoning and in a manner consistent with the surrounding lots (Attachment A). Residential development cannot occur at this property unless the existing development that enables a golf course is discharged. However, the golf course no longer operates at the site and the owner has indicated that use is not a viable enterprise at this location. Discharging the agreement would remove the land use rights for a golf course and implement the underlying zoning on 108 Harbour Ridge Drive and the adjacent 9 additional residential properties.

Discharge of Development Agreements

The *Halifax Regional Municipality Charter* [242(3)(c)] provides Council with a mechanism to discharge development agreements in whole or in part, in accordance with the terms of an agreement or with the concurrence of the property owner(s).

As a matter of practice, staff typically recommend that discharges are completed with the consent of property owners that are party to the agreement. This was the process applied to both previous requests for Council approval of the discharge of this development agreement. However, in some cases this approach is not practical and Council does have the option to unilaterally discharge the agreement provided that capacity is set out in the development agreement in question. Section 4.4 of the agreement allows Council to discharge the agreement upon completion of the development, or five years after the registration of the development agreement (March 6, 2000), without the consent of the property owners. 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.

COMMUNITY ENGAGEMENT

The community engagement process on this file was consistent with the intent of the HRM Community Engagement Strategy. A public information meeting or a public hearing is not required, nor is it the practice to hold such meetings for the discharge of a development agreement. The decision to discharge a development agreement is made by resolution of Community Council.

The proposed discharge will have minimal impact on local residents, property owners or other stakeholders.

DISCUSSION

Staff reviewed the proposal relative to all relevant policies and advise that it is reasonably consistent with the intent of the MPS.

The development agreement requires compliance with the underlying Fishing Village (FV) Zone or the Mixed Use (MU) Zone for all uses other than the golf course. Discharge of the agreement would eliminate the golf course provisions but no other development rights would change upon its discharge. Subdivision of the former golf course property cannot occur unless the agreement is discharged.

Staff acknowledge that the golf course permitted in the development agreement does not appear to be a viable enterprise. Furthermore, signatures of all the property owners on discharge documents could not be obtained and the proposed discharge presents no material impacts on the development rights of those same property owners.

Under these circumstances, staff recommend that Council adopt a motion to unilaterally discharge the agreement in accordance with Section 4.4 of the development agreement.

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 development agreement. The administration of the proposed development agreement can be carried out within the approved 2018/2019 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 discharge agreement are contained within the Discussion section of this report.

ENVIRONMENTAL IMPLICATIONS

No environmental implications are identified beyond those identified in this report.

ALTERNATIVES

1. Harbour East – Marine Drive 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. A decision of Council to refuse to discharge a development agreement is not 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

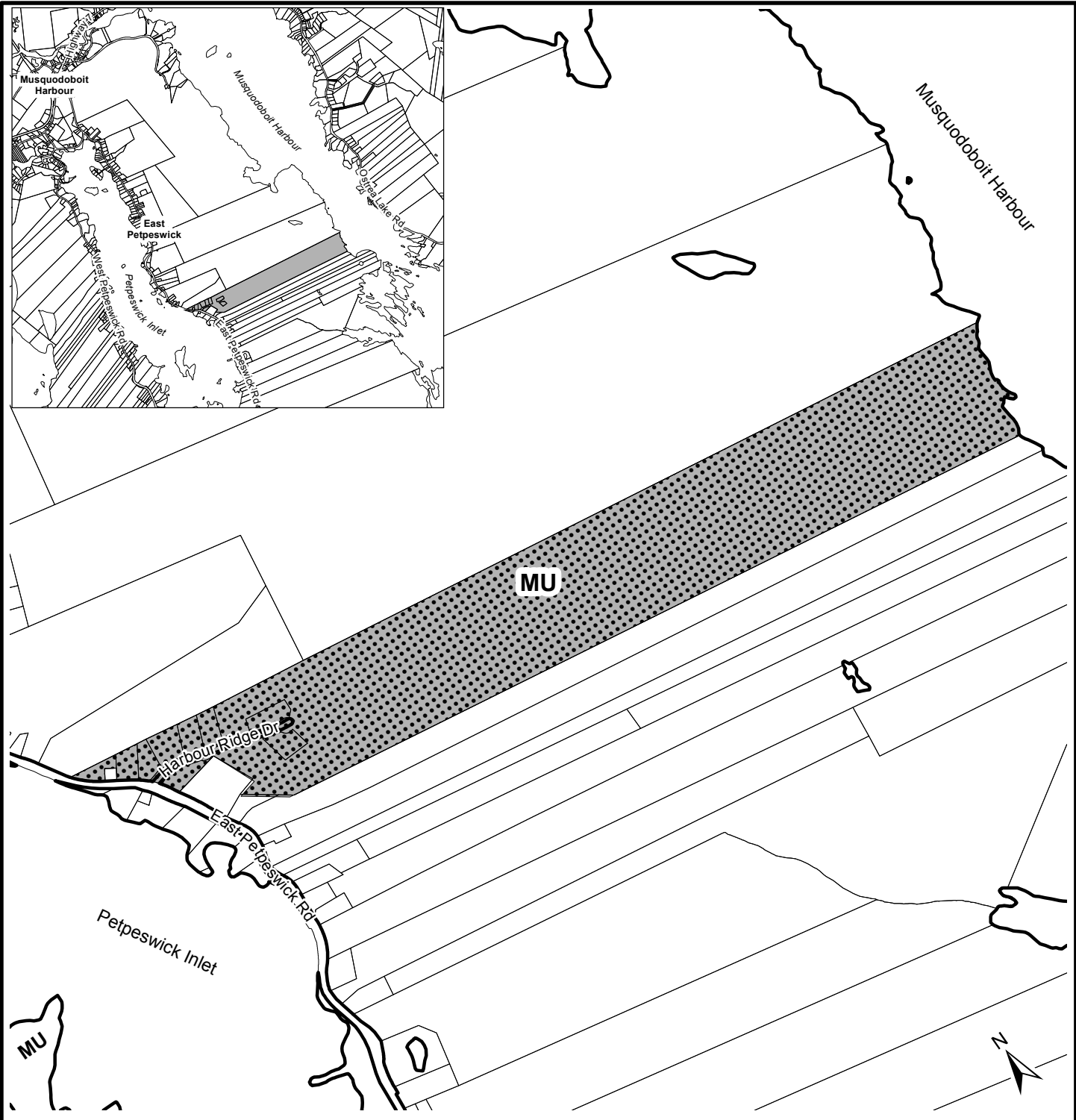
Attachment A: Zone Requirements

A copy of this report can be obtained online at halifax.ca or by contacting the Office of the Municipal Clerk at 902.490.4210.

Report Prepared by: Stephanie Salloum, Planner II, Current Planning, 902.490.4223

Original Signed


Report Approved by: _____
Steve Higgins, Manager of Current Planning, 902.490.4382



Map 1 - Generalized Future Land Use

108 Harbour Ridge Drive,
East Petpeswick

HALIFAX

 Area of Existing Development
Agreement to be Discharged



Designation

MU Mixed Use

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

Eastern Shore (West)
Plan Area

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

Notwithstanding the provisions of Section 6.2, where fishery support uses are permitted in any MU Zone, the following shall apply:

- (a) The combined gross floor area of all buildings directly related to a fishery support use, excluding a boat shed, shall not exceed three thousand (3,000) square feet (278.7 m²); and
- (b) All buildings shall be set back a minimum of eight (8) feet (2.4 m²) from the rear and side lot lines, unless the lot line corresponds to the high water mark, in which case a setback shall not be required.

6.11 OTHER REQUIREMENTS: FORESTRY USES

Notwithstanding the provisions of Section 6.2, where forestry uses are permitted in any MU Zone, the following shall apply:

- (a) The combined gross floor area of all buildings directly relating to a forestry use shall not exceed three thousand (3,000) square feet (278.7 m²); and
- (b) Any area devoted to open storage shall not be permitted within any required front yard or side yard and shall not exceed twenty-five (25) percent of the lot area.

6.12 OTHER REQUIREMENTS: EXTRACTIVE FACILITIES

Notwithstanding the provisions of Section 6.2, where extractive facilities are permitted in any MU Zone, the following shall apply:

- (a) The combined gross floor area of all buildings and structures directly relating to an extractive facility shall not exceed three thousand (3,000) square feet (278.7 m²); and
- (b) No extractive facilities shall be located:
 - (i) less than one hundred (100) feet (30.5 m) from any lot line;
 - (ii) less than three hundred (300) feet (91.4 m) from any dwelling or potable water supply except a dwelling or supply on the same lot;
 - (iii) less than three hundred (300) feet (91.4 m) from any R-6 Zone; and
 - (iv) less than three hundred (300) feet (91.4 m) from any watercourse.

6.13 OTHER REQUIREMENTS: OPEN SPACE USES

Where open space uses are permitted in any MU Zone, no development permit shall be issued except in conformity with the following:

Minimum Front or Flankage Yard 30 feet (9.1 m)
Minimum Rear or Side Yard 30 feet (9.1 m)

6.14 EXEMPTION: OPEN SPACE USES

Notwithstanding the provisions of Section 4.1(a) where open spaces uses are permitted, and where such uses involve no buildings or structures, no development permit shall be required.

6.15 OTHER REQUIREMENTS: TRADITIONAL USES

Where traditional uses are permitted in any MU Zone, the following shall apply:

