



P.O. Box 1749
Halifax, Nova Scotia
B3J 3A5 Canada

Item No. 16.1
Halifax and West Community Council
November 15, 2017

TO: Chair and Members of the Halifax and West Community Council

SUBMITTED BY: Original Signed

Kelly Denty, Acting Director, Planning and Development

DATE: November 8, 2017

SUBJECT: **Case 19722: Amending Development Agreement for 15 Shoreham Lane, Halifax**

SUPPLEMENTARY REPORT

ORIGIN

- Application by Gem Health Care Group Limited
- November 24, 2015, Regional Council initiation of the MPS amendment process
- On September 19, 2017, Regional Council approved MPS amendments and LUB amendments to enable additional commercial land uses in an existing commercial/office building located at 15 Shoreham Lane, Halifax
- November 11, 2017 coming into effect of MPS and LUB amendments

LEGISLATIVE AUTHORITY

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

RECOMMENDATION

It is recommended that Halifax and West Community Council:

1. Approve the proposed amending development agreement, which shall be substantially of the same form as set out in Attachment A, to allow additional commercial uses and the addition of a mechanical room in an existing commercial/office building at 15 Shoreham Lane, Halifax; and
2. Require that the proposed amending development 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, whichever is later; otherwise this approval will be void and obligations arising hereunder shall be at an end.

BACKGROUND / DISCUSSION

On September 19, 2017, Regional Council and Halifax and West Community Council held a joint public hearing to consider proposed amendments to the Municipal Planning Strategy for Halifax (MPS) and the Land Use By-law for Halifax Mainland (LUB), as well as a proposed amending development agreement, to permit additional commercial uses at 15 Shoreham Lane, Halifax. Following the public hearing, Regional Council approved the proposed MPS and LUB amendments. These amendments now allow for neighbourhood commercial uses and select local commercial uses, including a restaurant, to be considered within the existing building at 15 Shoreham Lane, by development agreement. For more information, please see the July 26, 2017 staff report at the following link:

<https://www.halifax.ca/sites/default/files/documents/city-hall/regional-council/170919rc113.pdf>

The proposed amending development agreement addresses the following matters:

- Allowing re-use of the existing building, with up to 6,000 square feet permitted for neighbourhood commercial uses and select local commercial uses, including a restaurant. Specifically, the proposed amending development agreement would permit the following uses:
 - a grocery store, drug store, laundromat, dry cleaner, tailor, dressmaker, beauty shop or barber shop;
 - bank, public hall, office, hairdresser, beauty parlour, restaurant, receiving office of a dry cleaner or dyer;
 - a store for retail trade, rental and services, excluding: motor vehicle dealers and repair shops; service stations; and amusement centres; and
 - any use accessory to any of the foregoing uses.
- Allowing a 950 square foot second storey mechanical room addition
- Requiring screening for refuse containers
- Limiting restaurant uses to between 5 a.m and 10 p.m.

As noted in the July 26, 2017 staff report, Halifax and West Community Council could not decide on the proposed amending development agreement until the MPS and LUB amendments became effective. As the MPS and LUB amendments became effective on November 11, 2017, Community Council is now able to consider the proposed amending development agreement as contained in Attachment A of this report.

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, letters mailed to property owners within the notification area, a public information meeting held on March 23, 2016, and a public hearing held on September 19, 2017.

FINANCIAL IMPLICATIONS

There are no financial implications. The applicant will be responsible for all costs, expenses, liabilities and obligations imposed under or incurred to satisfy the terms of this amending development agreement. The administration of the development agreement can be carried out within the approved 2017-2018 budget 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

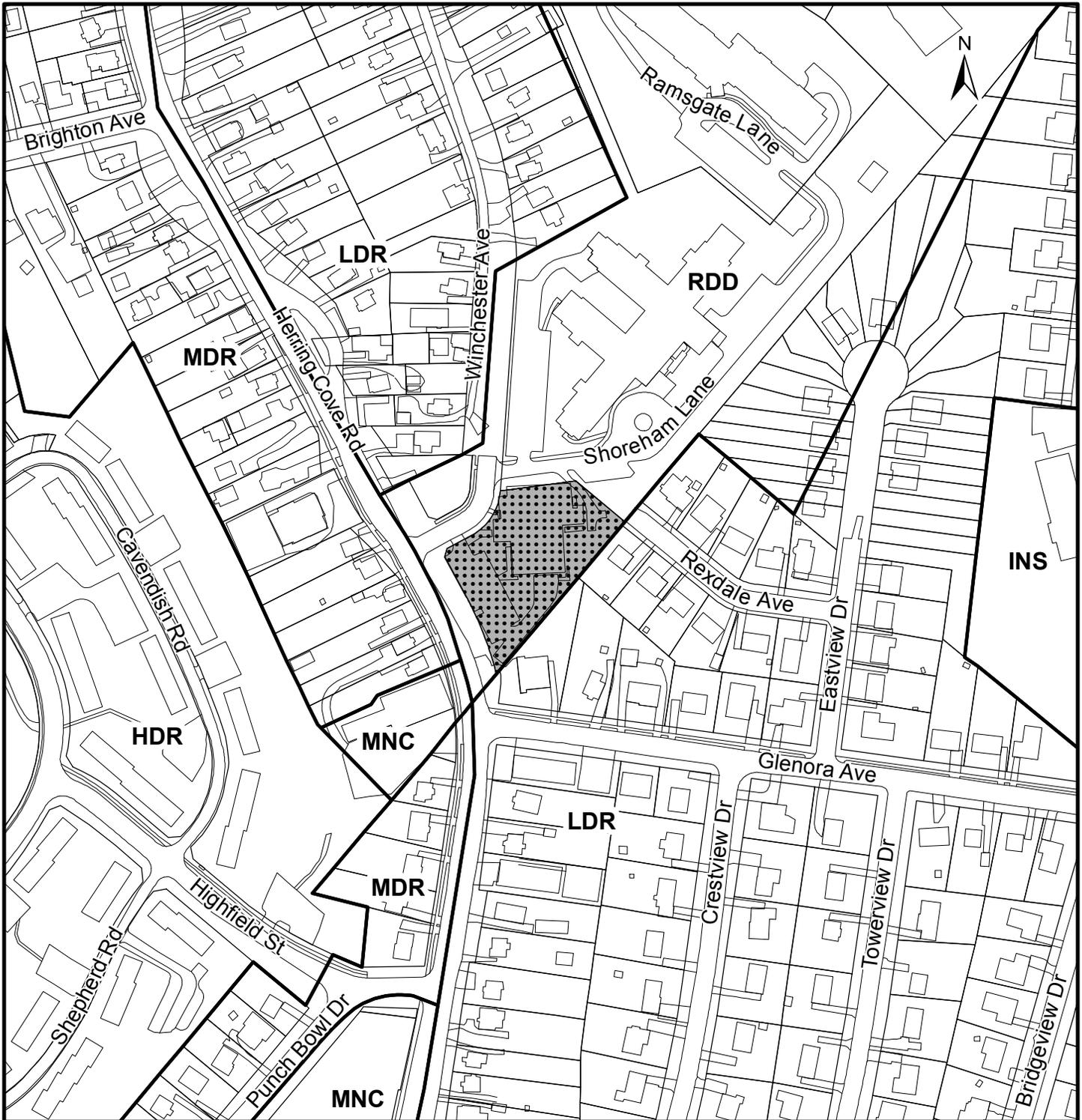
1. Halifax and West Community Council may choose to approve the proposed amending development agreement subject to modifications. Such modifications may require further negotiation with the applicant and may require a supplementary report or another public hearing. A decision of Council to approve this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

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: Sean Gillis, Planner II, 902.490.6357



Map 1 - Generalized Future Land Use

15 Shoreham Lane
Halifax

HALIFAX

 Subject Property

Designations

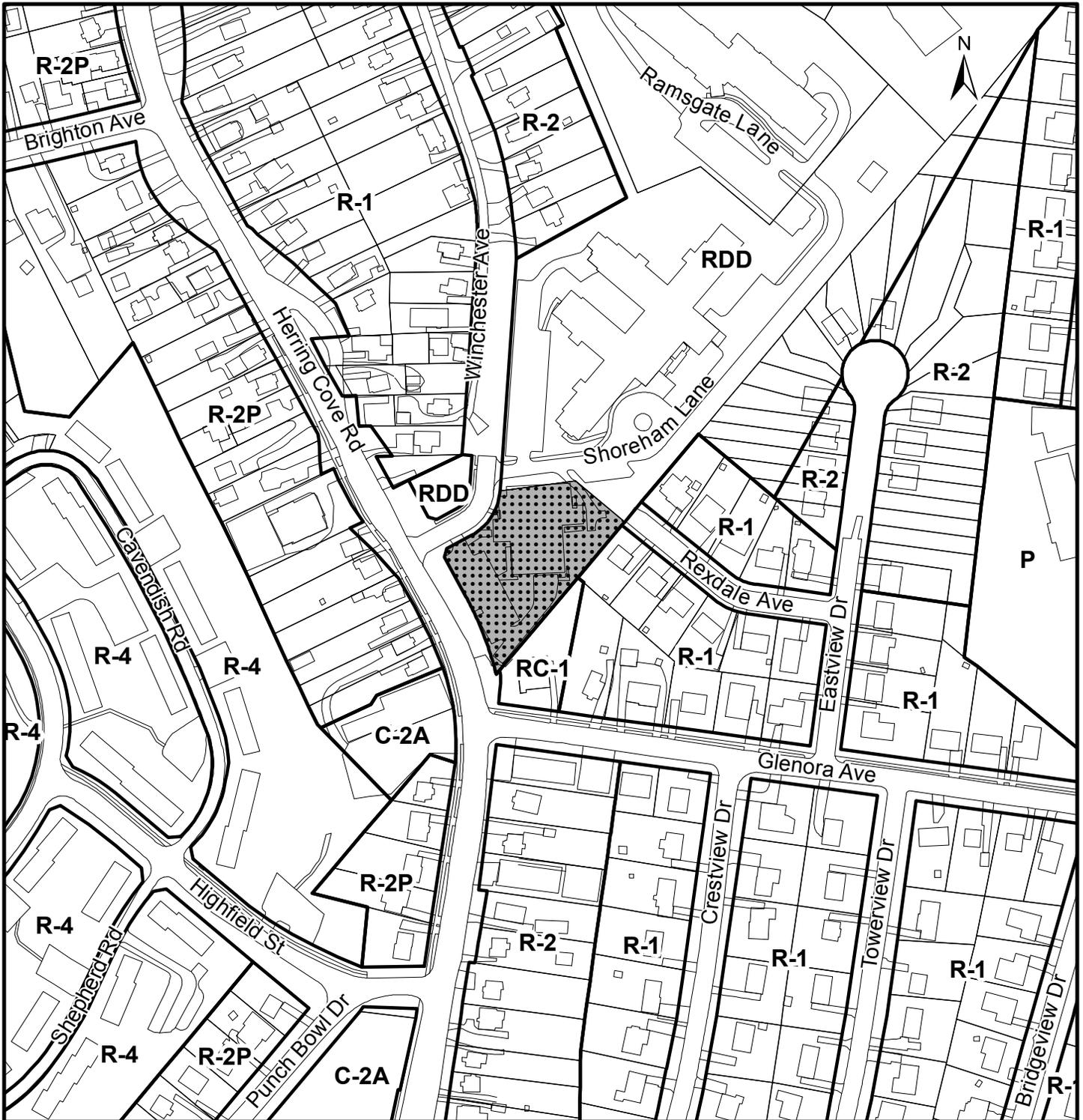
- LDR Low Density Residential
- MDR Medium Density Residential
- HDR High Density Residential
- RDD Residential Development District
- MNC Minor Commercial
- INS Industrial



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.

Halifax Plan Area
Mainland South Secondary Plan Area



Map 2 - Zoning

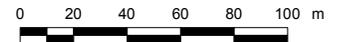
15 Shoreham Lane
Halifax

HALIFAX

 Subject Property

Zones

- R-1 Single Family Dwelling
- R-2 Two Family Dwelling
- R-2P General Residential
- RC-1 Neighbourhood Commercial
- R-4 Multiple Dwelling
- RDD Residential Development District
- C-2A Minor Commercial
- P Park and Institutional



This map is an unofficial reproduction of a portion of the Zoning Map for the plan area indicated.

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

Halifax Mainland
Land Use By-Law Area

Attachment A
Proposed Amending Development Agreement

Case 19722 Melville Ridge

1

June 19, 2017

THIS AMENDING AGREEMENT made this day of **[Insert Month]**, 20__.

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 15 Shoreham Lane, Spryfield and which said lands are more particularly described in Schedule A hereto (hereinafter called the "Lands");

AND WHEREAS Melville Ridge Holdings Limited and the City of Halifax have previously entered into a development agreement on August 8, 1986 to permit the construction of retirement community in the City of Halifax, the said Agreement being recorded at the Registry of Deeds at Halifax in Book 4228, Pages 111-116, (hereinafter called the "Original Agreement");

AND WHEREAS the Original Agreement was amended in conformity with Section 11(d) to permit the inclusion of additional lands within the area of land subject to the Original Agreement; said Amending Agreement being entered into on 11 July 1988 and registered at the Registry of Deeds in Book 4599 at pages 467-473 (hereinafter called the "First Amending Agreement");

AND WHEREAS the Original Agreement was amended by delaying the construction of 18 parking spaces as required by Section 1 of the Original Agreement; the subsequent Amending Agreement being entered into on 3 August 1989 and registered at the Registry of Deeds in Book 4787 at Pages 275-277 (hereinafter called the "Second Amending Agreement");

AND WHEREAS the Original Agreement was amended by extending the time limit for completion as set out in Section 14 of the Original Agreement; the said Third Amending

Agreement being entered into on 28 June 1991 and registered at the Registry of deeds in Book 5100 at Pages 133-135 (hereinafter called the “Third Amending Agreement”);

AND WHEREAS the Third Amending Agreement was amended by extending the time limit for completion as set out in Section 1 of the Third Amending Agreement; said Fourth Amending Agreement being entered into on 18 August 1993 and registered at the Registry of Deeds in Book 5455 at Pages 601-603 (hereinafter called the “Fourth Amending Agreement”);

AND WHEREAS the Fourth Amending Agreement was amended by extending the time limit for completion as set out in Section 1 of the Fourth Amending Agreement; said Fifth Amending Agreement being entered into on 24 December 1996 and registered at the Registry of Deeds in Book 5998 at Pages 997-1000 (hereinafter called the “Fifth Amending Agreement”);

AND WHEREAS the Original Amending Agreement was amended by decreasing the floor area limit on Non-referral Centre/Day Care Uses as set out in Section 12 of the Original Agreement; said Sixth Amending Agreement being entered into on 6 November 1997 and registered at the Registry of Deeds in Book 6188 at Pages 606-609 (hereinafter called the “Sixth Amending Agreement”);

AND WHEREAS the Original Agreement, the First Amending Agreement, the Second Amending Agreement, the Third Amending Agreement, the Fourth Amending Agreement, the Fifth Amending Agreement, and the Sixth Amending Agreement together comprise the Existing Development Agreement (the “Existing Agreement”);

AND WHEREAS the Developer has requested that the Municipality amend the Existing Agreement to allow for additional commercial uses, including a restaurant use, within the existing building referred to as ‘Building E’ under the Existing Agreement, and to allow for an addition to ‘Building E’ for the purpose of creating a second storey mechanical room pursuant to the provisions of the *Halifax Regional Municipality Charter* and pursuant to Section X, Policy 1.5.3 and Policy 1.5.3.1 of the Municipal Planning Strategy for Halifax and pursuant to Section 72(4) of the Land Use By-law for Halifax Mainland (hereinafter called “the Seventh Amending Agreement”);

AND WHEREAS the Halifax and West Community Council for the Municipality approved this request at a meeting held on [Insert - Date], referenced as Municipal Case Number 19722;

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

Text shown in **bold** is added, and struck through text is removed

1. Previous Agreements

~~The applicable portion of the Existing Agreement together with applicable portions of the previous Amending Agreements shall remain in force except where specifically varied by this amending agreement.~~

Except where specifically varied by this Seventh Amending Agreement, all other terms, conditions and provisions of the Existing Agreement shall remain in effect.

2. Land Use – Building E

Clause 12 of the Existing Agreement shall be amended as follows:

Building “E” the Referral Centre/Day Care Centre may be used for health care related uses, **and for the following uses to a maximum size of 6000 square feet:** ~~such as but not limited to professional offices, a drugstore and other support services, and shall not develop or use the lands for any purpose other than as provided by this agreement.~~

- i. **a grocery store, drug store, laundromat, dry cleaner, tailor, dressmaker, beauty shop or barber shop;**
- ii. **bank, public hall, office, hairdresser, beauty parlour, restaurant, receiving office of a dry cleaner or dyer;**
- iii. **a store for retail trade, rental and services, excluding: motor vehicle dealers and repair shops; service stations; and amusement centres; and**
- iv. **any use accessory to any of the foregoing uses.**

Building “E” shall not develop or use the lands for any purpose other than as provided by this Agreement.

Building “E” may be modified to include a maximum 950 square foot second storey mechanical room addition. The mechanical room addition shall be located in proximity to the building entrance facing Herring Cove Road and shall be incorporated into the existing architectural appearance of the building.

Restaurant uses shall be permitted to operate between the hours of 5 a.m. and 10 p.m., Monday to Sunday.

Refuse containers located outside Building “E” shall be fully screened from adjacent properties and from streets by means of opaque fencing or masonry walls with suitable landscaping.

~~No addition shall be made to Building “E” except by amendment to this Agreement in accordance with the applicable provisions of the Planning Act.~~

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:_____

HALIFAX REGIONAL MUNICIPALITY

SIGNED, DELIVERED AND ATTESTED to by the proper signing officers of Halifax Regional Municipality, duly authorized in that behalf, in the presence of:

Witness

Per:_____
MAYOR

Witness

Per:_____
MUNICIPAL CLERK

PROVINCE OF NOVA SCOTIA
COUNTY OF HALIFAX

On this _____ day of _____, A.D. 20____, before me, the subscriber personally came and appeared _____ a subscribing witness to the foregoing indenture who having been by me duly sworn, made oath and said that _____, _____ of the parties thereto, signed, sealed and delivered the same in his/her presence.

A Commissioner of the Supreme Court
of Nova Scotia

PROVINCE OF NOVA SCOTIA
COUNTY OF HALIFAX

On this _____ day of _____, A.D. 20____, before me, the subscriber personally came and appeared _____ the subscribing witness to the foregoing indenture who being by me sworn, made oath, and said that Mike Savage, Mayor and Cathy Mellett, Clerk of the Halifax Regional Municipality, signed the same and affixed the seal of the said Municipality thereto in his/her presence.

A Commissioner of the Supreme Court
of Nova Scotia