



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

Item No. 10.1.3
North West Community Council
November 5, 2018
December 10, 2018

TO: Chair and Members of North West Community Council

SUBMITTED BY: Original Signed

Kelly Denty, Director of Planning and Development

Original Signed

Jacques Dubé, Chief Administrative Officer

DATE: September 4, 2018

SUBJECT: **Case 21476: Substantive Amendment to a Development Agreement for 26, 51, and 56 Jacob Lane, Halifax**

ORIGIN

Application by Universal Realty Group

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, to permit a shared surface parking lot for 26, 51, and 56 Jacob Lane, 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, whichever is later; otherwise this approval will be void and obligations arising hereunder shall be at an end.

BACKGROUND

Universal Realty Group, on behalf of the property owners, is applying to amend the existing development agreement applicable to the subject site to allow for a shared surface parking lot on the properties.

Subject Site	26, 51, and 5 Jacob Lane, Halifax
Location	East of Larry Uteck Boulevard, north of Bedros Lane (Map 1)
Regional Plan Designation	Urban Settlement (US)
Community Plan Designation (Map 1)	Wentworth Comprehensive Development District (WCDD)
Zoning (Map 2)	Wentworth Comprehensive Development District (WCDD)
Size of Site	5.47 hectares (13.52 acres)
Street Frontage	~220 metres (723 feet)
Current Land Use(s)	Residential - three multi unit buildings
Surrounding Use(s)	Residential – multi unit buildings and townhouses

Proposal Details

The applicant wishes to amend the existing development agreement to allow for a landscaped shared surface parking lot with a maximum of 57 parking stalls. Currently, the development has a parking ratio of 1.4 stalls for each unit (403 spaces for 288 units). However, due to the tenant mix and suburban location of the property, additional parking is required as many tenants have multiple vehicles. The applicant has indicated that the absence of parking spaces has resulted in uncontrolled parking that is creating safety and traffic concerns.

Existing Development Agreement

In 2006, Community Council approved the existing agreement to allow high density residential development off Larry Uteck Boulevard in Halifax. The proposal enabled the extension of Larry Uteck Boulevard and a maximum of five multiple unit dwellings, three on the east side of Larry Uteck Boulevard and two on the west. The three buildings on the east side of Larry Uteck Boulevard are the subject of this application. These buildings access the street through a shared private driveway known as Jacob Lane. All three multi-unit buildings have been fully constructed. The agreement requires that parking for each building be provided on the same lot. The development of parking lots on one property servicing development on a second separate lot is not permitted.

Enabling Policy and LUB Context

The property lies within the Halifax Municipal Planning Strategy (MPS) under the Wentworth Secondary Planning Strategy (WSPS), and is zoned Wentworth Comprehensive Development District (WCDD) under the Halifax Mainland Land Use By-law (LUB). The property is located within Neighbourhood B and is designated Residential Neighbourhood under the WSPS. The Policies of the WSPS enable the development of Neighbourhood B to be considered by development agreement and policies RN-1 to RN-3 are site specific policies regarding the Residential Neighbourhood designation.

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 postcards mailed to property owners within the notification area. Of the 511 postcards sent, staff received 13 responses. All but one was in favour of the proposal. The public comments received include the following topics:

- Current condition is not safe;
- Emergency vehicles could be blocked from entering buildings in an emergency;
- No site lines available to exiting vehicles;
- Snow removal difficult due to parking on street;

- Construction could be nuisance; and
- Loss of greenspace due to asphalt parking lot.

The proposal will potentially impact local residents and property owners.

DISCUSSION

Proposed Amending Development Agreement

Attachment A contains the proposed amending development agreement for the subject site, which includes provisions to permit the shared surface parking lot for the three multi-units on Jacob Lane. The surface parking lot is required to be set back, landscaped, and screened from the primary street frontage to help reinforce the themes that have been established by the existing development, such as neighbourhood identity, pedestrian scale, and compatibility with the natural environment. Existing pedestrian walkways have not been disturbed and a mix of natural vegetation and landscaping treatment is required around the perimeter of the parking lot. The addition of the surface parking lot will decrease the amount of open space provided on the site, however, the remaining amount will meet the minimum requirement of the Land Use By-law. The amending agreement will also require a stormwater management plan to be submitted at the permitting stage to ensure controls are in accordance with applicable HRM and Provincial standards. Attachment B provides an evaluation of the proposed amending development agreement in relation to the relevant WSPS policies.

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 MPS. The shared surface parking lot will supplement the existing underground parking and will be screened from view from Larry Uteck Boulevard. In addition, the shared parking will alleviate current parking issues and increase safety at the site. Therefore, staff recommend that the North West Community Council approve the proposed 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 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 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 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 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

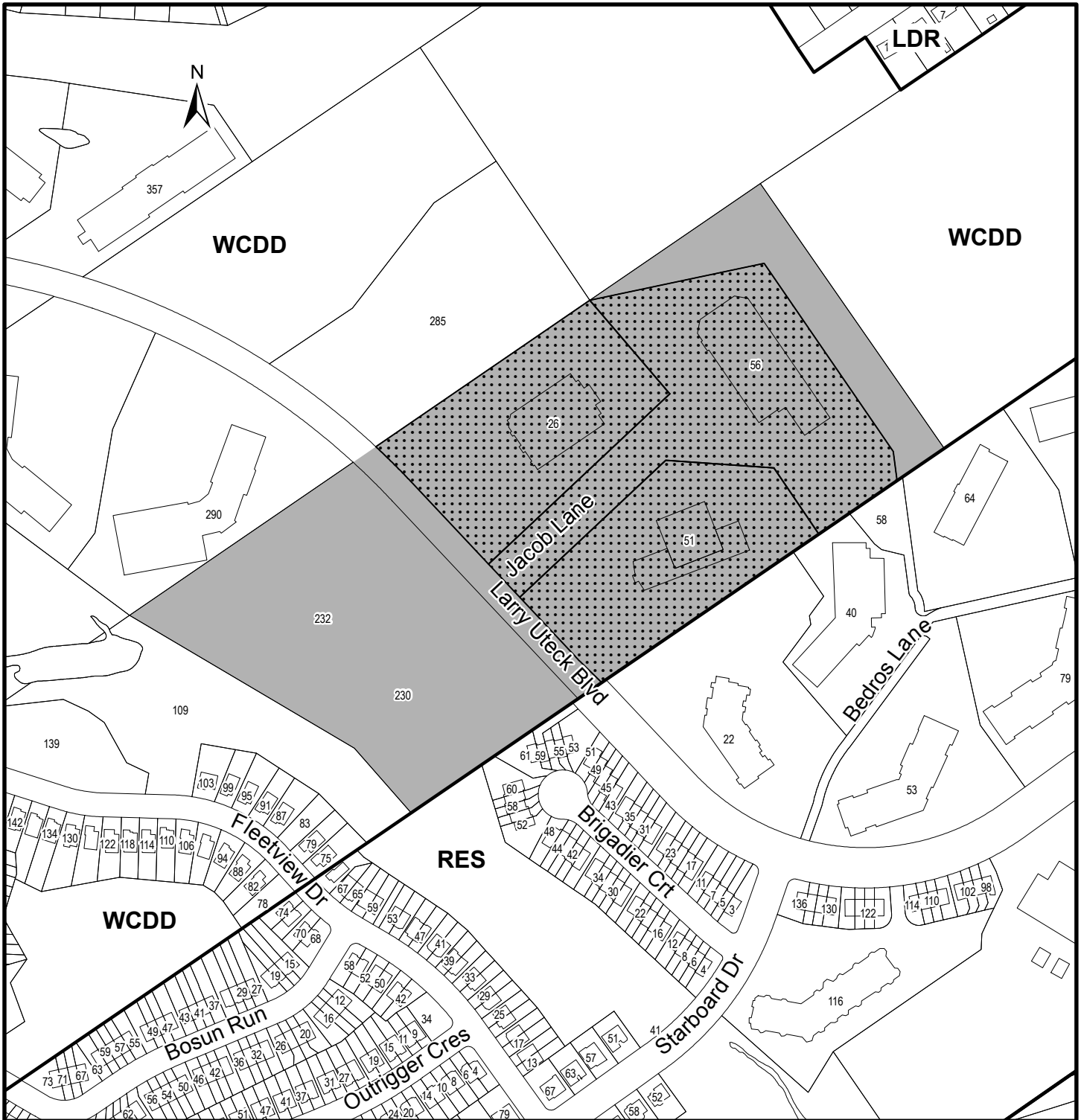
Map 1:	Generalized Future Land Use
Map 2:	Zoning and Notification Area
Attachment A:	Proposed Development Agreement
Attachment B:	Review of Relevant MPS Policies

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: Dean MacDougall, Planner II, 902.490.4193

Original Signed



Report Approved by: _____
Steven Higgins, Manager Current Planning, 902.490.4382



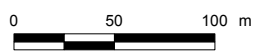
Map 1 - Generalized Future Land Use

51 Jacob Lane
Halifax

HALIFAX

-  Subject Properties
-  Existing Development Agreement

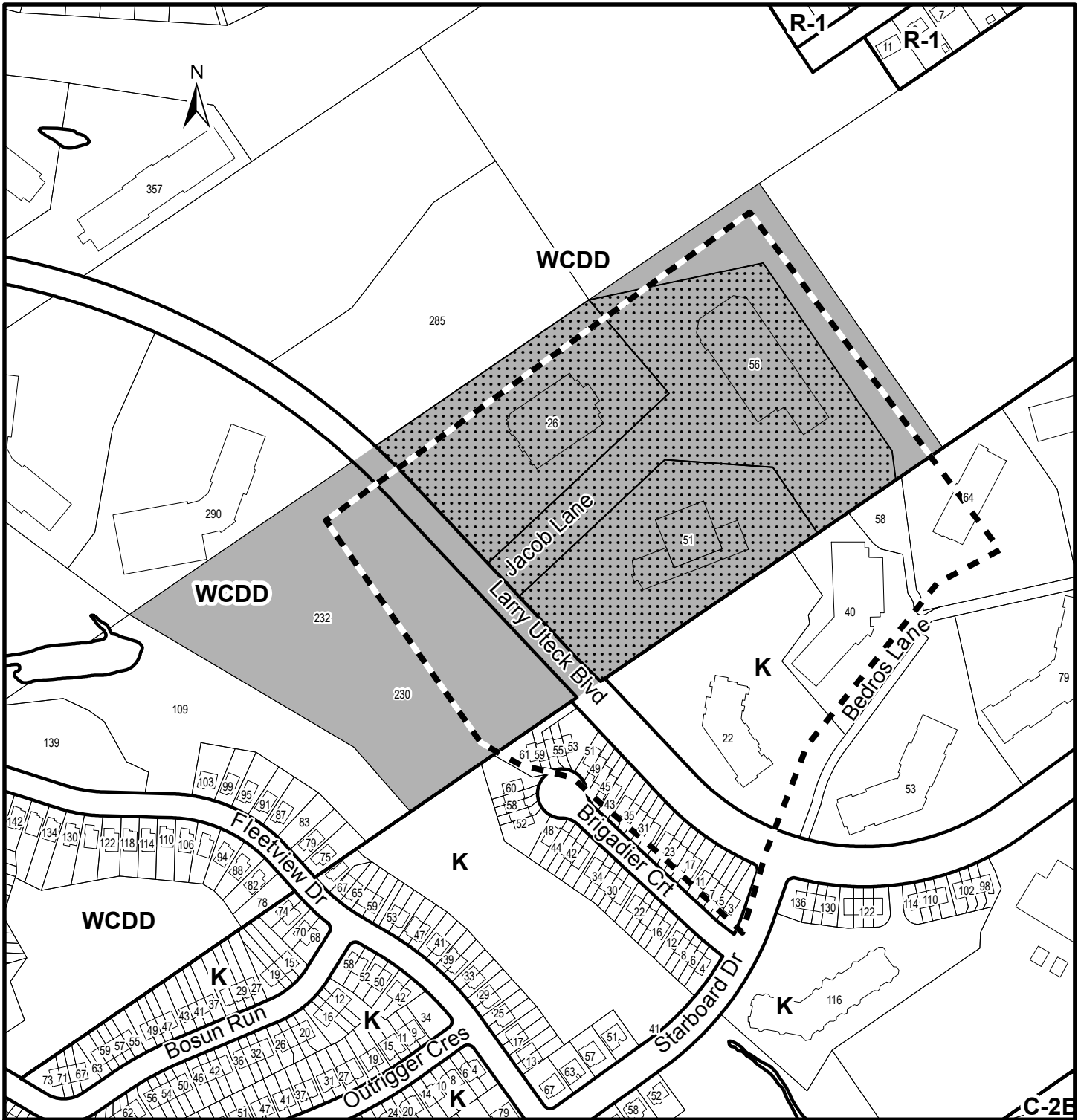
- Designation**
- RES Residential Environments
 - LDR LDR
 - WCDD Wentworth Comprehensive Development District



Halifax
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


51 Jacob Lane
Halifax

HALIFAX

-  Subject Properties
-  Existing Development Agreement
-  Area of Notification

- Zone**
- R-1 Single Family Dwelling
 - K Schedule K
 - C-2B Highway Commercial
 - WCDD Wentworth Comprehensive Development District

0 50 100 m



Halifax Mainland
Land Use By-Law Area

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.

Attachment A: Development Agreement

THIS SECOND AMENDING AGREEMENT made this day of , 20__,

BETWEEN:

[Insert Name of Corporation/Business LTD.]

a body corporate, in the Province of Nova Scotia

-and-

[Insert Name of Corporation / Business LTD.

(hereinafter collectively 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 Jacob Lane Investments Limited is the registered owner of certain lands located at 56, and 26 Jacob Lane, Halifax, and which said lands are more particularly described in Schedule A attached hereto;

AND WHEREAS Abigail Three Developments Limited is the registered owner of certain lands located at 51 Jacob Lane, Halifax, and which said lands are more particularly described in Schedule B attached hereto;

AND WHEREAS the lands described in Schedule A and Schedule B are hereinafter collectively called the "Lands";

AND WHEREAS the Chebucto Community Council of the Municipality approved an application to enter into a Development Agreement to allow for a residential development located on Neighbourhood B of the Wentworth Secondary Planning Strategy on the Lands (municipal reference number 00624), which said Development Agreement was registered at the Halifax County Land Registration Office on December 13, 2007 as Document Number 89547534 (hereinafter called the "Original Agreement");

AND WHEREAS the Chebucto Community Council of the Municipality approved an application to amend the Original Agreement to allow for a time extension for the commencement of development on the Lands (municipal reference number 17391), which said Development Agreement was registered at the Halifax County Land Registration Office on July 6, 2012 as Document Number 101057678 (hereinafter called the "First Amending Agreement"), and which does apply to the Lands;

AND WHEREAS the Original Agreement and the First Amending Agreement together comprise the Existing Development Agreement (hereinafter called "the Existing Agreement");

AND WHEREAS the Developer has requested that further amendments to the Existing Agreement to allow for a shared surface parking lot on the Lands pursuant to the provisions of the *Halifax Regional Municipality Charter* and pursuant to Policies MCP-1, RN-1, RN-2, and RN-3 of the Wentworth Secondary Planning Strategy of the Halifax Municipal Planning Strategy;

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 21476;

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

1. Except where specifically varied by this Second Amending Agreement, all other conditions and provisions of the Existing Agreement as amended shall remain in effect.
2. The Developer agrees that the Lands shall be developed and used only in accordance with and subject to the terms and conditions of this Second Amending Agreement, and the Existing Agreement.
3. Section 2.1.1 of the Existing Agreement shall be amended by inserting the following text directly after "Site Development Plan Scenario B", as shown in bold:

Schedule "D" Shared Parking Lot Landscape Plan

4. The Existing Agreement shall be amended by inserting the following Schedule:

Schedule "D" Shared Parking Lot Landscape Plan

5. Section 2.3 of the Existing Agreement shall be amended by inserting the following subsection, directly after subsection 2.3.12, as shown in bold:

2.3.13 One shared surface parking lot shall be permitted for the three multiple unit buildings located on the east side of Larry Uteck Boulevard (26, 51, and 56 Jacob Lane). The shared parking lot shall have a maximum of fifty-seven (57) parking stalls and shall be located outside of any non-disturbance area. Landscaping is required to screen the parking lot from any public street, which shall include a minimum of (8) trees and ten (10) shrubs, as generally shown on Schedule D. This landscaping may include existing trees that have been relocated to allow for the parking lot. The shared parking lot and landscaping are required to meet all other applicable requirements of this agreement.

6. Section 2.9 of the Existing Agreement shall be amended by inserting the following subsection, directly after subsection 2.9.9, as shown in bold:

2.9.10 Prior to the commencement of any site work on the Lands for the shared parking lot, as shown on Schedule D, the Developer shall submit to the Development Officer a stormwater management design to ensure the additional stormwater discharge conforms with the approved stormwater management system and applicable Municipal and Provincial standards.

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

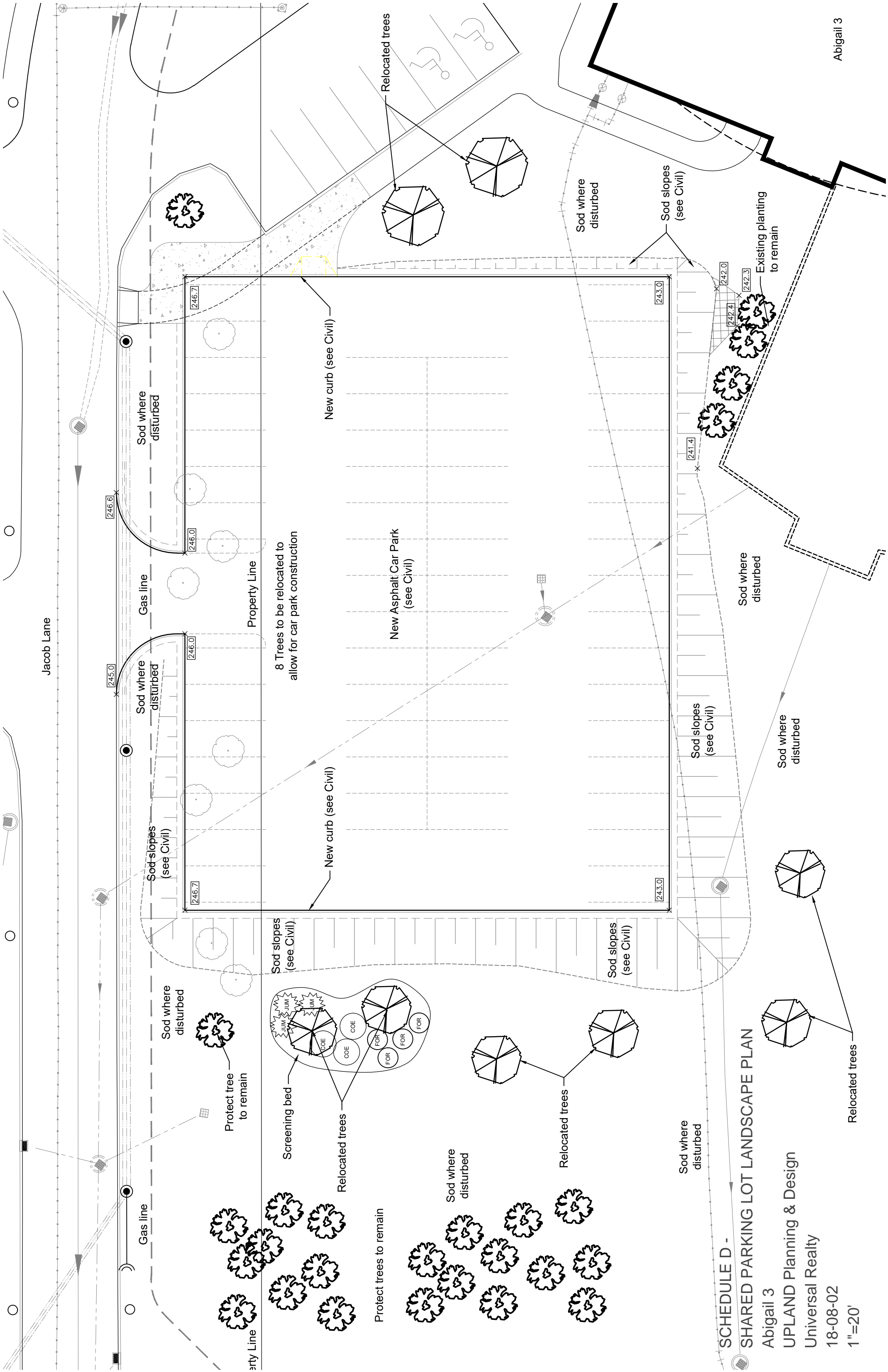
On this ____ day of _____, A.D. 20____, before me, personally came and appeared _____, the subscribing witness to the foregoing indenture who having been by me duly sworn, made oath and said that _____ of the parties thereto, signed, sealed and delivered the same in his/her presence.

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, personally came and appeared _____, the subscribing witness to the foregoing indenture who having been by me duly sworn, made oath and said that Mike Savage, Mayor and Kevin Arjoon, 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



Jacob Lane

**SCHEDULE D -
SHARED PARKING LOT LANDSCAPE PLAN**

Abigail 3
 UPLAND Planning & Design
 Universal Realty
 18-08-02
 1"=20'

ATTACHMENT B:

Excerpts from the Halifax Municipal Planning Strategy and the Wentworth Secondary Planning Strategy: Policy Evaluation

Section XIV – The Wentworth Secondary Planning Strategy (WSPS)	
<u>Applicable Policies</u>	Staff Comments
<u>Part 7: Residential Neighbourhood Designation</u>	
<p>Policy RN-1: The Municipality shall require that any development agreement application encompass an entire Residential Neighbourhood Designation unless satisfied that a property owner within the designation is not willing to participate. In such instance, a development agreement may be approved for part of the neighborhood provided that a neighbourhood concept plan is prepared for the entire neighbourhood which identifies the significant transportation systems, parkland and open space features and municipal service systems and the Municipality is satisfied that the concept plan conforms with all objectives and policies established under this Municipal Planning Strategy and provides for a fair and reasonable allocation of development rights among property owners. Any subsequent development agreement application within the affected Residential Neighbourhood shall conform with neighbourhood concept plan unless an alternative design is provided which is satisfactory to the Municipality.</p>	<p>The development of Neighbourhood B, which is designated Residential Neighbourhood, was approved under several development agreements approved by Council in 2006. This proposed amending development agreement will not change or alter the neighbourhood concept plan.</p>
<p>Policy RN-2: The following matters shall be considered for all development agreement applications within a Residential Neighbourhood Designation:</p>	
<p>1. the density of housing units does not exceed six units per acre within neighbourhoods A, or C;</p>	<p>Addressed under the existing development agreement and will not change under this amending agreement.</p>
<p>2. community facilities such as schools, churches and day care centres and businesses that provide goods and services at a neighbourhood level, such as convenience stores, may be permitted within a residential neighbourhood. Convenience stores shall be encouraged to locate at intersections with a Community Collector Street and at transit stops;</p>	<p>Addressed under the existing development agreement and will not change under this amending agreement.</p>
<p>3. sidewalks and pathways facilitate safe and convenient pedestrian travel to transit stops on the Community Collector Street System, the Community Trail System and to community services;</p>	<p>Addressed under the existing development agreement and will not change under this amending agreement.</p>

Section XIV – The Wentworth Secondary Planning Strategy (WSPS)	
Applicable Policies	Staff Comments
4. the design of neighbourhood streets facilitate shared use by cyclists and encourage safe vehicular speeds and discourage short-cutting and excessive speeds by automobiles while enabling direct routes for pedestrians and cyclists;	Addressed under the existing development agreement and will not change under this amending agreement.
5. the allocation of housing and the massing and placement of buildings contributes to a sense of community vitality, energy conservation, surveillance of public spaces and provides an effective integration with established neighbourhoods;	Addressed under the existing development agreement and will not change under this amending agreement.
6. building locations, site and architectural design, landscaping, and streetscape elements reinforce the themes of neighbourhood identity, pedestrian scale and compatibility with the natural environment;	To help reinforce the themes that have been established by the existing development and development agreement, the surface parking lot is required to be setback, landscaped, and screened from the primary street frontage. Existing pedestrian walkways have not been disturbed and a mix of natural vegetation and landscaping treatment is required around the perimeter of the parking lot.
7. natural vegetation, landscaping or screening is employed around parking areas for institutional and multiple unit buildings to provide screening from streets and, for buildings containing forty-eight or more housing units, provision of underground parking or a structure allowing for stacked parking shall be a mandatory component of the total on-site parking supply;	The existing agreement required underground parking for all multiple unit dwellings permitted by the agreement. Additional surface parking is required to meet the demand by existing tenants and to improve public safety. Additional landscaping treatment is required to ensure that adequate screening is employed around the surface parking area.
8. all open space/parkland dedications proposed conform with the objectives and polices adopted for the community parkland/open space under this municipal planning strategy and any administrative guidelines adopted by the Municipality and;	Addressed under the existing development agreement and will not change under this amending agreement. Although the overall amount of open space is decreasing with the additional impermeable surface area, the amount of remaining open space satisfies the minimum requirement under the Halifax Mainland Land Use Bylaw (LUB).
9. the proposal conforms with all applicable provisions and requirements adopted under this Secondary Planning Strategy regarding environmental protection, the community transportation system and municipal services.	Addressed under the existing development agreement and will not change under this amending agreement. The amending agreement will include requirements for a revised stormwater plan to be submitted at the permitting stage to ensure all controls are in accordance with applicable HRM and Provincial standards.
Policy RN-3: Each residential neighbourhood shall conform with the following provisions: Neighbourhood B: This neighbourhood is intended primarily for apartment building and townhouse developments, although lower density housing units and other	Addressed under the existing development agreement and will not change under this amending agreement.

Section XIV – The Wentworth Secondary Planning Strategy (WSPS)	
<u>Applicable Policies</u>	Staff Comments
developments supported in the Residential Neighbourhood Designation may also be considered. Buildings will not exceed twelve stories above ground level, except that no building shall exceed five stories in height if located within 200 feet of an existing residential lot within Fernleigh Park Subdivision.	
<u>Part 11: Environmental Protection</u>	
Policy EP-2: No development agreement shall be entered into unless the detailed design specifications conform with the master stormwater management plan approved under policy EP-1;	A revised stormwater design will be required at the permitting stage to ensure it conforms with the master stormwater management plan.
Policy EP-3: No stormwater shall be discharged directly into any natural watercourse without the use of mitigative measures as stipulated in under the master stormwater management plan and in accordance with municipal and provincial guidelines.	The amending agreement will include requirements for a revised stormwater design and plan to be submitted for approval at the permitting stage to ensure controls are in accordance with master plan and applicable HRM and Provincial standards.
Policy EP-4: No development, grade alteration, excavation, fill, pavement or removal of natural vegetation shall be permitted within fifty (50) feet of the high water mark, or within the limits of any 1 in 20 year flood plain of any watercourse, except as provided for by development agreement in accordance with an approved storm water management plan or as provided to allow for trail systems or transportation crossings.	The pavement will not occur within fifty feet of the high water mark or within the limits of any 1 in 20 year flood plain.
Policy EP-5: No development agreement shall be entered into over lands on which trees have been removed except as may otherwise be required for a bonafide land survey or as may be agreed upon with the Municipality to protect property or ensure safety.	Addressed under the existing development agreement and will not change under this amending agreement.
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-disturbance areas on abutting lots, municipal parkland and open space dedications, and natural areas adjacent to watercourses.	This area is not considered a non-disturbance area.
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.	Any tree that has to be removed to accommodate the additional parking will be required to be replaced in addition to any other required landscaping.