



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

Item No. 13.1.2
North West Community Council
October 16, 2017

TO: Chair and Members of North West Community Council

SUBMITTED BY: ORIGINAL SIGNED

Kelly Denty, Acting Director, Planning and Development

DATE: October 2, 2017

SUBJECT: **Case 21084: Development Agreement for 429 Cobequid Road, Lower Sackville**

ORIGIN

Application by Clyde Cooper Enterprises Inc.

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 development agreement, as set out in Attachment A of this report, to allow the sale and installation of automotive accessories at 429 Cobequid Road, Lower Sackville and schedule a public hearing;
2. Approve the proposed development agreement, which shall be substantially of the same form as set out in Attachment A of this report; 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

Clyde Cooper Enterprises Ltd. has applied for a development agreement to permit a commercial business that sells and installs automotive accessories at 429 Cobequid Road, Lower Sackville. The proposed development may be considered by North West Community Council (NWCC) under Policies UR-24 and IM-13 of the Sackville Municipal Planning Strategy (MPS) by means of a development agreement.

Subject Site	429 Cobequid Road, Lower Sackville
Location	On the east side of Cobequid Road across from Birchgrove Drive
Regional Plan Designation	Rural Commuter
Community Plan Designation (Map 1)	Rural Residential under the Sackville Municipal Planning Strategy
Zoning (Map 2)	P-2 (Community Facility) under the Sackville Land Use By-law
Size of Site	The total area is approximately 26,062 square metres (6.44 acres)
Street Frontage	The total frontage is approximately 30 metres (100 feet) along Cobequid Road
Current Land Use(s)	Vacant (previously used as a school bus depot)
Surrounding Use(s)	Residential and commercial uses

Proposal Details

The applicant wishes to enter into a development agreement to permit a commercial business to operate at the subject site. The major aspects of the proposal are as follows:

- changing the use of the property to a commercial business that sells and installs automotive accessories such as racks and caps, retail, and office uses, with associated outdoor storage;
- storing automobile accessories and fleet and personal vehicles that require installations in a designated secured area; and
- renovating the existing building and constructing an addition perpendicular to the existing building footprint for retail space and offices.

Enabling Policy and LUB Context

The property is designated Rural Residential under the Sackville Municipal Planning Strategy (MPS) and zoned P-2 (Community Facility) under the Sackville Land Use By-law (LUB). Commercial uses are not permitted under the P-2 Zone; however, this application may be considered through enabling Policy UR-24 of the MPS. Policy UR-24 allows Council to consider permitting Community Commercial Zone uses on properties along Cobequid Road, between Sackville Drive and First Lake Drive, through the development agreement process. The subject site is located along Cobequid Road between Sackville Drive and First Lake Drive. The sale and installation of automotive accessories is a retail use with accessory office and outdoor storage. These uses are all community commercial uses permitted under the C-2 Zone.

History of Property Use

The subject site is currently vacant but was previously used as a Transportation and Public Works Depot for the storage, maintenance and repair of school buses. The Halifax Regional School Board deemed the property surplus in February, 1998 and it was then conveyed to HRM. Subsequently, the property was primarily used for Parks and Recreation storage but a portion of the property was leased for a 40m telecommunications tower. The tower was removed in 2015 and the building continued to be used by Parks and Recreation until spring 2016.

Regional Council deemed the subject site surplus to Municipal needs at their meeting on September 9, 2014. The property was sold to Clyde Cooper Enterprises Inc. (the applicant) on January 13, 2017 with the understanding that Council could consider an application for a development agreement for the proposed C-2 (Community Commercial) use.

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. No comments or questions were received from the community.

A public hearing must be held by North West Community Council before they can consider approval of the proposed 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 have 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 development agreement in relation to the relevant MPS policies.

Proposed Development Agreement

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

- Additional uses permitted at the subject site other than what is permitted under the current zoning;
- Buffering and screening from adjacent residential properties;
- Outdoor storage;
- Outdoor lighting; and
- Hours of operation.

The attached development agreement will permit the sale and installation of automotive accessories, retail and office uses, with associated outdoor storage, subject to the controls identified above. Of the matters addressed by the proposed development agreement to satisfy the MPS criteria as shown in Attachment B, the following have been identified for detailed discussion.

Compatibility with Adjacent Land Uses

Under Policy UR-24, criteria (c), Council shall have regard to the proposal's compatibility with adjacent land uses. Immediately surrounding the subject site are residential and institutional uses; however, there are several commercial businesses operating in the area. The commercial businesses surrounding the site include special trade contracting services, offices, veterinary hospitals, auto repair, retail and other service uses. The proposed commercial business is compatible with these adjacent land uses.

Surrounding residential uses will be minimally impacted as the proposal is set back considerably from the street due to its P-shaped lot configuration. The development is to be located toward the rear of the lot. The height of the existing building and proposed addition is consistent with the height of neighbouring, one and a half to two storey residential developments and is below the 35ft. maximum under the C-2 Zone.

Buffering and Screening from Adjacent Residential Properties

Appropriate buffering is provided to screen the development from adjacent residential properties. The proposed development is within the rear of the lot, away from the street. The proposed development agreement includes provisions to maintain the existing vegetative cover along the rear and side property boundaries. Additionally, the proposed agreement requires that the business, including all outdoor storage

areas, be wholly contained within a fence. All outdoor storage areas are toward the rear of the lot, behind the building and away from the street.

Site Design

As shown on the site plan (Schedule B of Attachment A: Proposed Development Agreement), the proposed addition is perpendicular to the existing building and parallel to the north property boundary. There is no vegetative buffer along the northern boundary of the site. The perpendicular addition screens the development from residential properties north of the site. The building is setback considerably from the street where the building is barely visible from the driveway entrance. A setback of 117 metres (384 feet) was measured from the front property boundary to the nearest wall of the proposed addition. All outdoor storage areas are located behind the building and are screened from the street and residential properties fronting Cobequid Road.

Areas designated for customer parking are required outside the fenced area, separate to areas designated for outdoor storage, to ensure there is adequate parking for customers and to ensure outdoor storage is secured from the public. The development agreement includes a requirement for 15 parking spaces designated for customer use. The size of parking spaces shall be in accordance with the land use by-law.

The development agreement also includes provisions for sign requirements. Fascia signs shown on the plans are for the store front, on the proposed addition which does not face the street and is setback 117 metres (384 feet) from the streetline.

Outdoor Storage

The development agreement limits outdoor storage to fifty (50) percent of the area of the lot to ensure the development is consistent with the requirements of the C-2 Zone and other developments in the area. The maximum lot coverage under the C-2 Zone is fifty (50) percent and other development agreements approved in the area under the same enabling policy, Policy UR-24, have also limited outdoor storage to fifty (50) percent lot area. Limiting the area for outdoor storage may help maintain the existing vegetation on the site which screens the development from adjacent properties.

Areas designated for outdoor storage are located to the rear of the lot and secured by a fence. The outdoor storage as proposed in the development agreement is screened from abutting residential properties and does not impact adjacent residential properties.

North West Planning Advisory Committee

On July 5, 2017, the North West Planning Advisory Committee (PAC) recommended that the application be approved on condition that the development agreement includes a provision to buffer the development from surrounding properties. Buffering provisions are included in the proposed development agreement. A report from the North West PAC will be provided to Community Council under separate cover.

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 proposal is consistent with other commercial uses in the area and there are adequate provisions in the proposed development agreement to screen the development from adjacent residential uses. 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 2017/2018 C310 Urban and Rural Planning Applications budget and with existing resources.

RISK CONSIDERATION

There are no significant risks associated with the recommendations contained within 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

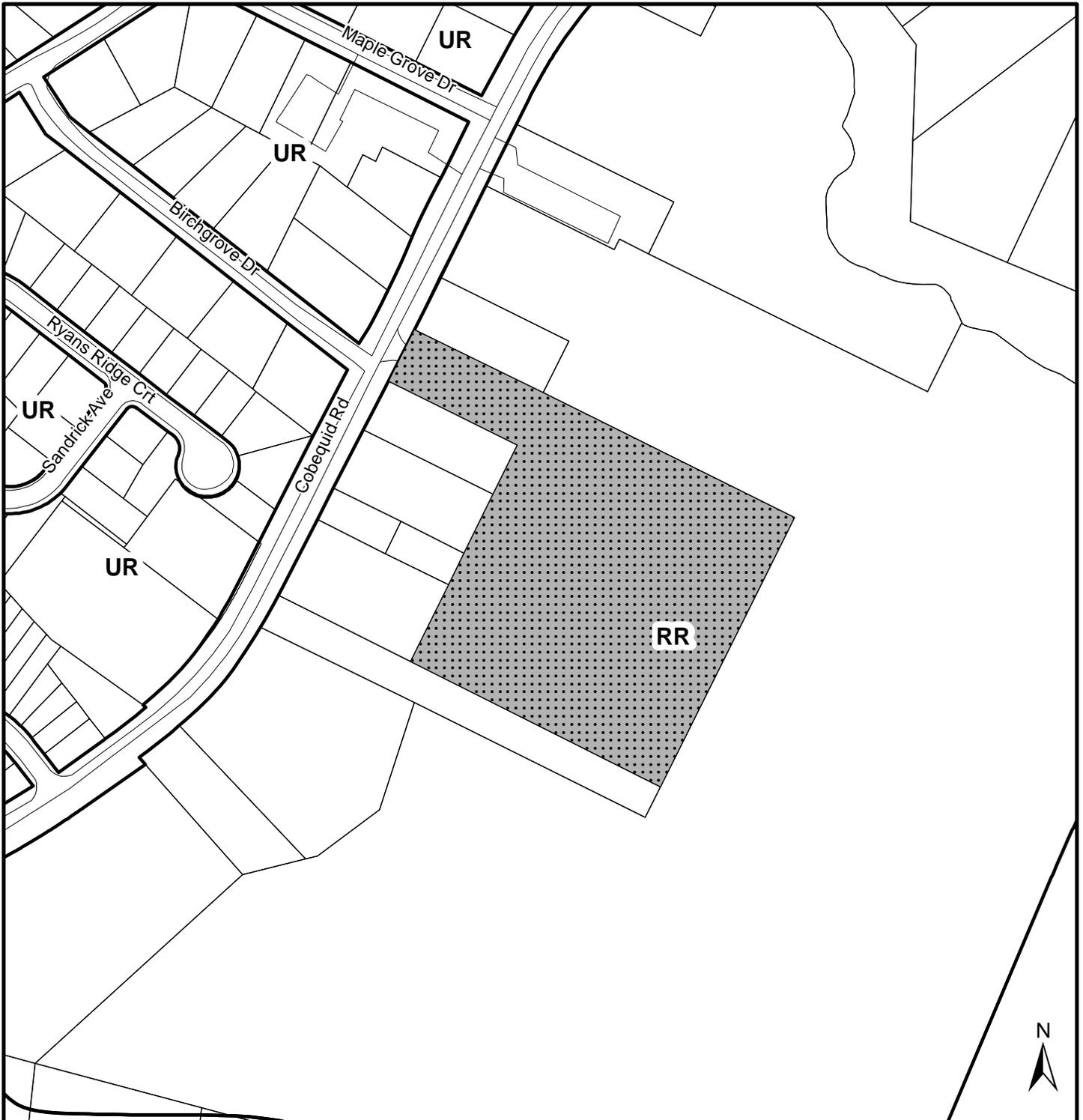
Attachment A: Proposed Development Agreement
Attachment B: Review of Relevant MPS Policies

A copy of this report can be obtained online at 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

Report Approved by: ORIGINAL SIGNED

Carl Purvis, Planning Applications Program Manager, Current Planning, 902.490.4797



**Map 1 - Generalized Future Land Use
429 Cobequid Road**

HALIFAX

 Subject Site

Designations

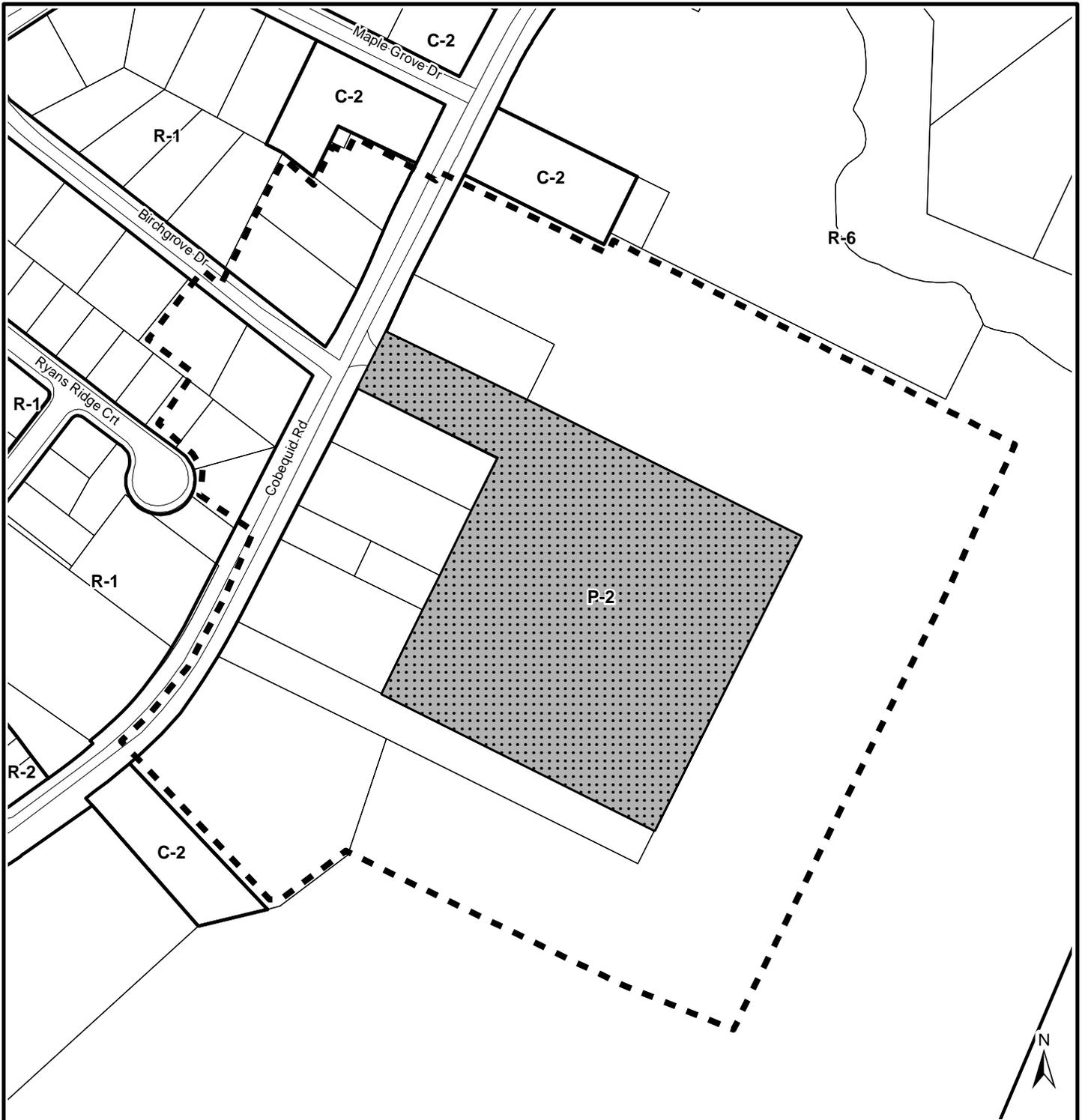
UR Urban Residential
RR Rural Residential



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.

Sackville
Plan Area



Map 2 - Zoning and Notification
429 Cobequid Road

HALIFAX

-  Subject Site
-  Area of notification

- Zone**
- R-1 Single Unit Dwelling
 - R-2 Two Unit Dwelling
 - R-6 Rural Residential
 - BP-1 Business Park 1
 - C-2 Community Commercial
 - P-2 Community Facility



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.

Sackville
 Plan Area

ATTACHMENT A
PROPOSED DEVELOPMENT AGREEMENT

THIS 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 429 Cobequid Road, Lower Sackville and which said lands are more particularly described in Schedule A hereto (hereinafter called the "Lands");

AND WHEREAS the Developer has requested that the Municipality enter into a Development Agreement to allow a commercial business for the sale and installation of automotive accessories on the Lands pursuant to the provisions of the *Halifax Regional Municipality Charter* and pursuant to Policy UR-24 of the Sackville Municipal Planning Strategy and Section 3.6(xiv) of the Sackville Land Use By-law;

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 21084;

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

PART 1: GENERAL REQUIREMENTS AND ADMINISTRATION

1.1 Applicability of Agreement

The Developer agrees that the Lands shall be developed and used only in accordance with and subject to the terms and conditions of this Agreement.

1.2 Applicability of Land Use By-law and Subdivision By-law

Except as otherwise provided for herein, the development, use and subdivision of the Lands shall comply with the requirements of the Land Use By-law for Sackville and the Regional Subdivision By-law, as may be amended from time to time.

1.3 Applicability of Other By-laws, Statutes and Regulations

1.3.1 Further to Section 1.2, nothing in this Agreement shall exempt or be taken to exempt the Developer, lot owner or any other person from complying with the requirements of any by-law of the Municipality applicable to the Lands (other than the Land Use By-law to the extent varied by this Agreement), or any statute or regulation of the Provincial/Federal Government and the Developer or Lot Owner agree(s) to observe and comply with all such laws, by-laws and regulations, as may be amended from time to time, in connection with the development and use of the Lands.

1.3.2 The Developer shall be responsible for securing all applicable approvals associated with the on-site and off-site servicing systems required to accommodate the development, including but not limited to sanitary sewer system, water supply system, stormwater sewer and drainage system, and utilities. Such approvals shall be obtained in accordance with all applicable by-laws, standards, policies, and regulations of the Municipality and other approval agencies. All costs associated with the supply and installation of all servicing systems and utilities shall be the responsibility of the Developer. All design drawings and information shall be certified by a Professional Engineer or appropriate professional as required by this Agreement or other approval agencies.

1.4 Conflict

1.4.1 Where the provisions of this Agreement conflict with those of any by-law of the Municipality applicable to the Lands (other than the Land Use By-law to the extent varied by this Agreement) or any provincial or federal statute or regulation, the higher or more stringent requirements shall prevail.

1.4.2 Where the written text of this Agreement conflicts with information provided in the Schedules attached to this Agreement, the written text of this Agreement shall prevail.

1.5 Costs, Expenses, Liabilities and Obligations

The Developer shall be responsible for all costs, expenses, liabilities and obligations imposed under or incurred in order to satisfy the terms of this Agreement and all Federal, Provincial and Municipal laws, by-laws, regulations and codes applicable to the Lands.

1.6 Provisions Severable

The provisions of this Agreement are severable from one another and the invalidity or unenforceability of one provision shall not affect the validity or enforceability of any other provision.

PART 2: DEFINITIONS

2.1 Words Not Defined under this Agreement

All words unless otherwise specifically defined herein shall be as defined in the applicable Land Use By-law and Subdivision By-law, if not defined in these documents their customary meaning shall apply.

PART 3: USE OF LANDS, SUBDIVISION AND DEVELOPMENT PROVISIONS

3.1 Schedules

The Developer shall develop the Lands in a manner, which, in the opinion of the Development Officer, conforms with the following Schedules attached to this Agreement **and filed in the Halifax Regional Municipality as Case Number 21084:**

Schedule A	Legal Description of the Lands
Schedule B	Site Plan
Schedule C	Front and Rear Elevations
Schedule D	Right and Left Side Elevations

3.2 Requirements Prior to Approval

- 3.2.1 Notwithstanding any other provision of this Agreement, the Developer shall not occupy or use the Lands for any of the uses permitted by this Agreement unless an Occupancy Permit has been issued by the Municipality. No Occupancy Permit shall be issued by the Municipality unless and until the Developer has complied with all applicable provisions of this Agreement and the Land Use By-law (except to the extent that the provisions of the Land Use By-law are varied by this Agreement) and with the terms and conditions of all permits, licenses, and approvals required to be obtained by the Developer pursuant to this Agreement.
- 3.2.2 Prior to the issuance of a development permit, an erosion and sedimentation control plan, a site disturbance plan and a detailed stormwater management plan shall be submitted to and approved by the Development Engineer.
- 3.2.3 No development permit shall be issued prior to the Development Officer receiving a copy of all permits, licences, and approvals required by NS Environment respecting the design, installation, construction of the on-site sewage disposal system.

3.3 General Description of Land Use

- 3.3.1 The use(s) of the Lands permitted by this Agreement are the following:
- (a) The following C-2 (Community Commercial) uses:
 - (i) a commercial business for the sale and installation of automotive accessories;
 - (ii) retail stores; and
 - (iii) offices.
 - (b) Outdoor storage in conjunction with the uses described in subsection (a).
 - (c) Any uses permitted within the existing zone applied to the Lands subject to the provisions contained within the Land Use By-law for Sackville as amended from time to time.

3.3.2 Uses permitted as per Section 3.3.1(a) shall comply with the C-2 (Community Commercial) Zone requirements of the Sackville Land Use By-law, as amended from time to time, except as varied by this agreement.

3.4 Parking, Circulation and Access

3.4.1 A minimum of 15 parking spaces shall be provided in an area designated for customer parking.

3.4.2 The size of the parking spaces shall be in accordance with the requirements of the Sackville Land Use By-law.

3.5 Outdoor Storage

3.5.1 Outdoor storage of materials, equipment, and vehicles for the uses described in Section 3.3.1(a) shall be wholly contained within a fence as generally shown on Schedule B and only within the area labelled for outdoor storage.

3.5.2 Further to Section 3.5.1, the areas devoted to outdoor storage shall not exceed fifty (50) percent of the lot area.

3.5.3 No material or equipment storage shall exceed a height of 4.6 metres (15 feet).

3.5.4 Storage of hazardous materials or chemicals shall not be permitted outdoors.

3.6 Outdoor Lighting

Lighting shall be directed to driveways, parking areas, loading area, building entrances and walkways and shall be arranged so as to divert the light away from streets, adjacent lots and buildings.

3.7 Maintenance

The Developer shall maintain and keep in good repair all portions of the development on the Lands, including but not limited to, the exterior of the building, fencing, walkways, recreational amenities, parking areas and driveways, and the maintenance of all landscaping including the replacement of damaged or dead plant stock, trimming and litter control, garbage removal and snow and ice control, salting of walkways and driveways.

3.8 Signs

3.8.1 Except as varied by this agreement, the sign requirements shall be in accordance with the Sackville Land Use By-law as amended from time to time.

3.8.2 The number of signs permitted shall be as shown on Schedules C and D.

3.8.3 Each permitted fascia sign shall not exceed 2.3 square metres (25 square feet) in area.

3.8.4 One (1) ground sign shall be permitted as generally shown on Schedule B and shall meet the following requirements:

- | | | |
|-----|-------------------------------------|----------------------------------|
| (a) | Setback from street or abutting lot | 3 metres (10 feet) |
| (b) | Maximum area | 5 square metres (54 square feet) |
| (c) | Maximum height | 3 metres (10 feet) |

3.9 Screening and Landscaping

- 3.9.1 A minimum 2 meters (6.6 feet) high fence shall be installed as shown on Schedule B. Maintenance of the fence shall be the responsibility of the Developer.
- 3.9.2 Existing vegetation within 3 metres (10 feet) of the side and rear property boundaries shall be maintained to screen all outdoor storage from abutting properties, as shown on Schedule B.
- 3.9.3 All plant material shall conform to the Canadian Nursery Trades Association Metric Guide Specifications and Standards and sodded areas to the Canadian Nursery Sod Growers' Specifications.

3.10 Hours of Operation

The commercial business and associated uses described in Section 3.3.1 shall be permitted to operate between the hours of 8:00 am and 8:00 pm, Monday to Friday inclusive and 9:00 am to 5:00 pm on Saturday.

PART 4: STREETS AND MUNICIPAL SERVICES

4.1 General Provisions

All design and construction of primary and secondary service systems shall satisfy the most current edition of the Municipal Design Guidelines and Halifax Water Design and Construction Specifications unless otherwise provided for in this Agreement and shall receive written approval from the Development Engineering prior to undertaking the work.

4.2 On-Site Sanitary System

The Lands shall be serviced through privately owned and operated sewer systems and treatment facilities. The Developer agrees to have prepared by a qualified professional and submitted to the Municipality, the NS Department of the Environment and Labour and any other relevant agency, a design for all private sewer systems.

4.3 Solid Waste Facilities

- 4.3.1 The building shall include designated space for five stream (refuse, recycling and composting) source separation services in accordance with By-law S-600 as amended from time to time. This designated space for source separation services shall be shown on the building plans and approved by the Development Officer.
- 4.3.2 All refuse and recycling materials shall be contained within a building, or within suitable containers which are fully screened from view from any street or sidewalk. Further, consideration shall be given to locating of all refuse and recycling material to ensure minimal effect on abutting property owners by means of opaque fencing or masonry walls or suitable landscaping.
- 4.3.3 Refuse containers and waste compactors located outside the building shall be screened from adjacent residential properties and from streets by means of opaque fencing or suitable landscaping.

PART 5: ENVIRONMENTAL PROTECTION MEASURES

5.1 Private Storm Water Facilities

All private storm water facilities shall be maintained in good order in order to maintain full storage capacity by the owner of the lot on which they are situated.

5.2 Stormwater Management Plans and Erosion and Sedimentation Control Plan

Prior to the commencement of any site work on the Lands, including earth movement or tree removal other than that required for preliminary survey purposes, or associated off-site works, the Developer shall:

- (a) Submit to the Development Officer a detailed Site Disturbance Plan, prepared by a Professional Engineer indicating the sequence and phasing of construction and the areas to be disturbed or undisturbed;
- (b) Submit to the Development Officer a detailed Erosion and Sedimentation Control Plan prepared by a Professional Engineer in accordance with the Erosion and Sedimentation Control Handbook for Construction Sites as prepared and revised from time to time by Nova Scotia Environment. Notwithstanding other sections of this Agreement, no work is permitted on the Lands until the requirements of this clause have been met and implemented. The Erosion and Sedimentation Control Plan shall indicate the sequence of construction, all proposed detailed erosion and sedimentation control measures and interim stormwater management measures to be put in place prior to and during construction; and
- (c) Submit to the Development Officer a detailed Site Grading and Stormwater Management Plan prepared by a Professional Engineer.

PART 6: AMENDMENTS

6.1 Non-Substantive Amendments

The following items are considered by both parties to be not substantive and may be amended by resolution of Council.

- (a) Changes to the areas devoted for outdoor storage as detailed in Section 3.5.1 or which, in the opinion of the Development Officer, do not conform with Schedule B or Section 3.5.2; and
- (b) Changes to the sign requirements under Section 3.8.
- (c) Changes to the hours of operation under Section 3.10.

6.2 Substantive Amendments

Amendments to any matters not identified under Section 6.1 shall be deemed substantive and may only be amended in accordance with the approval requirements of the *Halifax Regional Municipality Charter*.

PART 7: REGISTRATION, EFFECT OF CONVEYANCES AND DISCHARGE

7.1 Registration

A copy of this Agreement and every amendment or discharge of this Agreement shall be recorded at the Registry of Deeds or Land Registry Office at Halifax, Nova Scotia and the Developer shall incur all costs in recording such documents.

7.2 Subsequent Owners

- 7.2.1 This Agreement shall be binding upon the parties hereto, their heirs, successors, assigns, mortgagees, lessees and all subsequent owners, and shall run with the Lands which are the subject of this Agreement until this Agreement is discharged by Council.
- 7.2.2 Upon the transfer of title to any lot(s), the subsequent owner(s) thereof shall observe and perform the terms and conditions of this Agreement to the extent applicable to the lot(s).

7.3 Completion of Development

Upon the completion of the whole development or complete phases of the development, Council may review this Agreement, in whole or in part, and may:

- (a) retain the Agreement in its present form;
- (b) negotiate a new Agreement;
- (c) discharge this Agreement; or
- (d) for those portions of the development which are completed, discharge this Agreement and apply appropriate zoning pursuant to the Municipal Planning Strategy and Land Use By-law for Sackville, as may be amended from time to time.

7.4 Discharge of Agreement

If the Developer fails to complete the development after one (1) year from the date of registration of this Agreement at the Registry of Deeds or Land Registration Office Council may review this Agreement, in whole or in part, and may:

- (a) retain the Agreement in its present form;
- (b) negotiate a new Agreement; or
- (c) discharge this Agreement.

PART 8: ENFORCEMENT AND RIGHTS AND REMEDIES ON DEFAULT

8.1 Enforcement

The Developer agrees that any officer appointed by the Municipality to enforce this Agreement shall be granted access onto the Lands during all reasonable hours without obtaining consent of the Developer. The Developer further agrees that, upon receiving written notification from an officer of the Municipality to inspect the interior of any building located on the Lands, the Developer agrees to allow for such an inspection during any reasonable hour within twenty four hours of receiving such a request.

8.2 Failure to Comply

If the Developer fails to observe or perform any condition of this Agreement after the Municipality has given the Developer 30 days written notice of the failure or default, then in each such case:

- (a) The Municipality shall be entitled to apply to any court of competent jurisdiction for injunctive relief including an order prohibiting the Developer from continuing such default

and the Developer hereby submits to the jurisdiction of such Court and waives any defence based upon the allegation that damages would be an adequate remedy;

- (b) The Municipality may enter onto the Lands and perform any of the covenants contained in this Agreement or take such remedial action as is considered necessary to correct a breach of the Agreement, whereupon all reasonable expenses whether arising out of the entry onto the Lands or from the performance of the covenants or remedial action, shall be a first lien on the Lands and be shown on any tax certificate issued under the *Assessment Act*,
- (c) The Municipality may by resolution discharge this Agreement whereupon this Agreement shall have no further force or effect and henceforth the development of the Lands shall conform with the provisions of the Land Use By-law; or
- (d) In addition to the above remedies, the Municipality reserves the right to pursue any other remedy under the *Halifax Regional Municipality Charter* or Common Law in order to ensure compliance with this Agreement.

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:

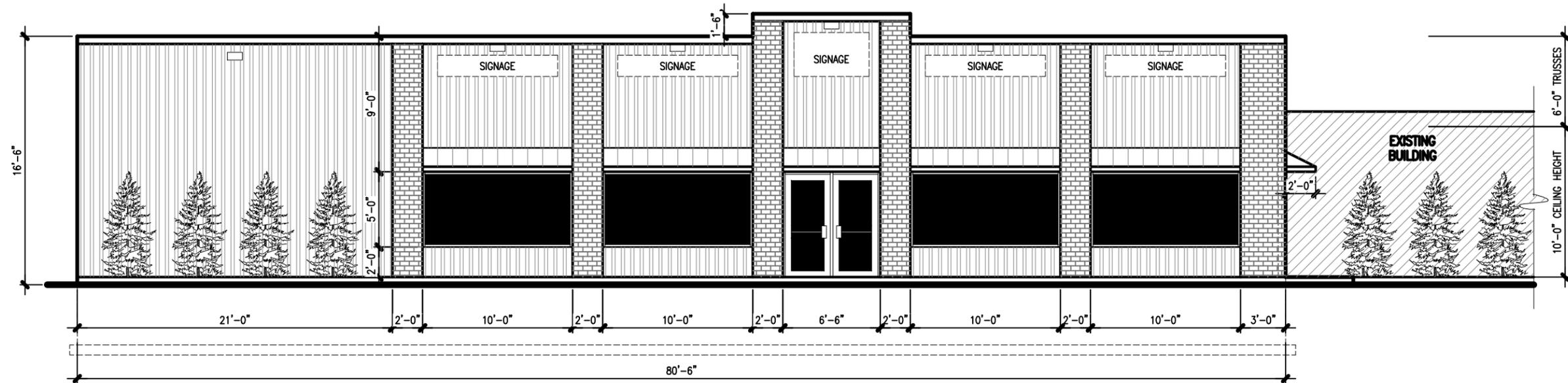
Witness

Per: _____
MAYOR

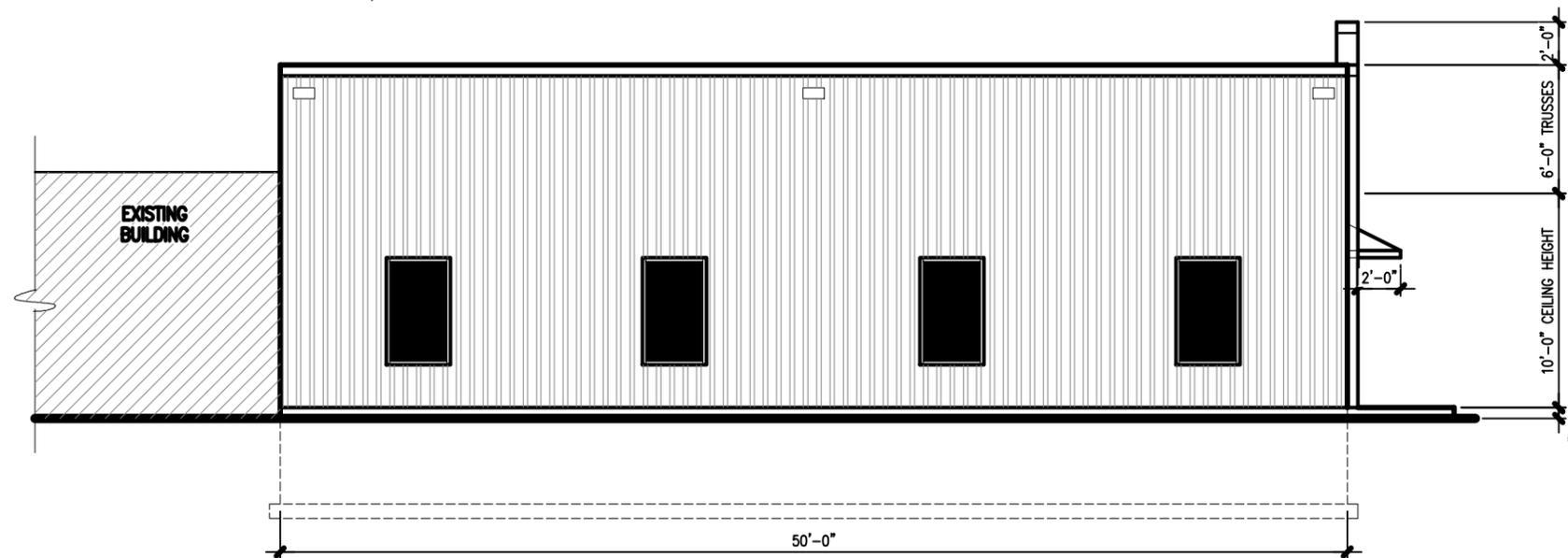
Witness

Per: _____
MUNICIPAL CLERK

Schedule C: Front and Rear Elevations



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



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

project name:
**PROPOSED
COMMERCIAL BUILDING**
LOT 521A

drawing name:
**PROPOSED BUILDING
ELEVATIONS**

drawn by: CADtech

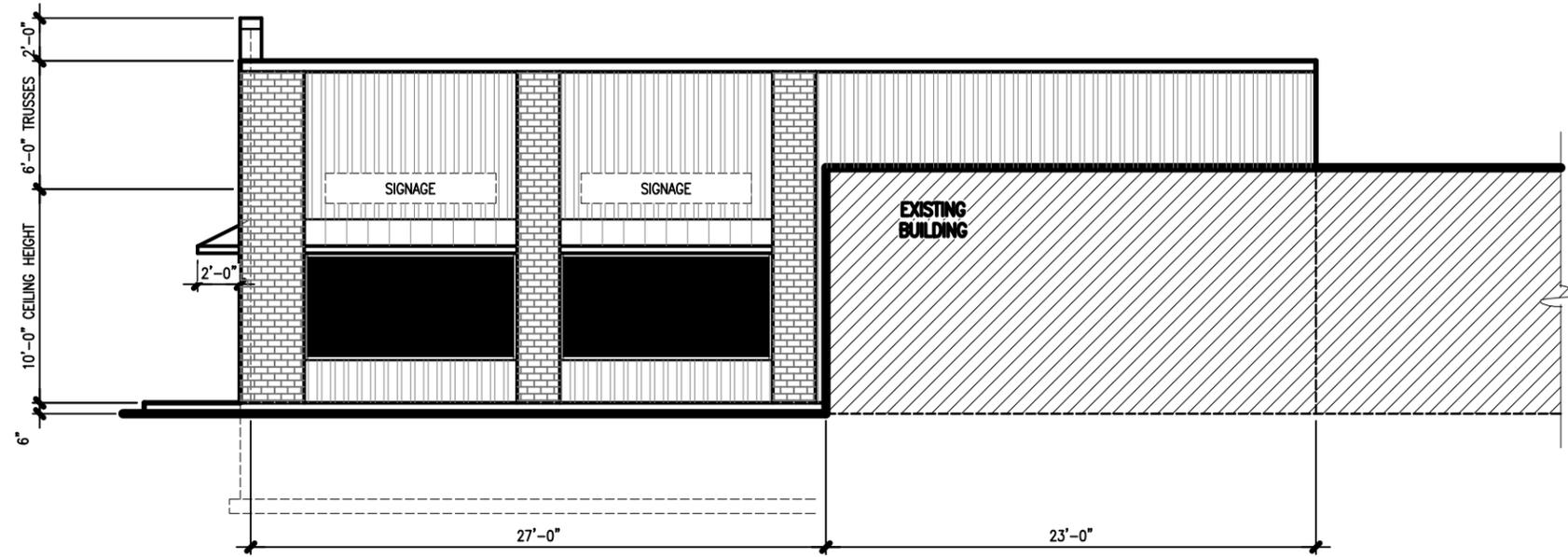
scale: AS NOTED

date: FEBRUARY 21, 2017

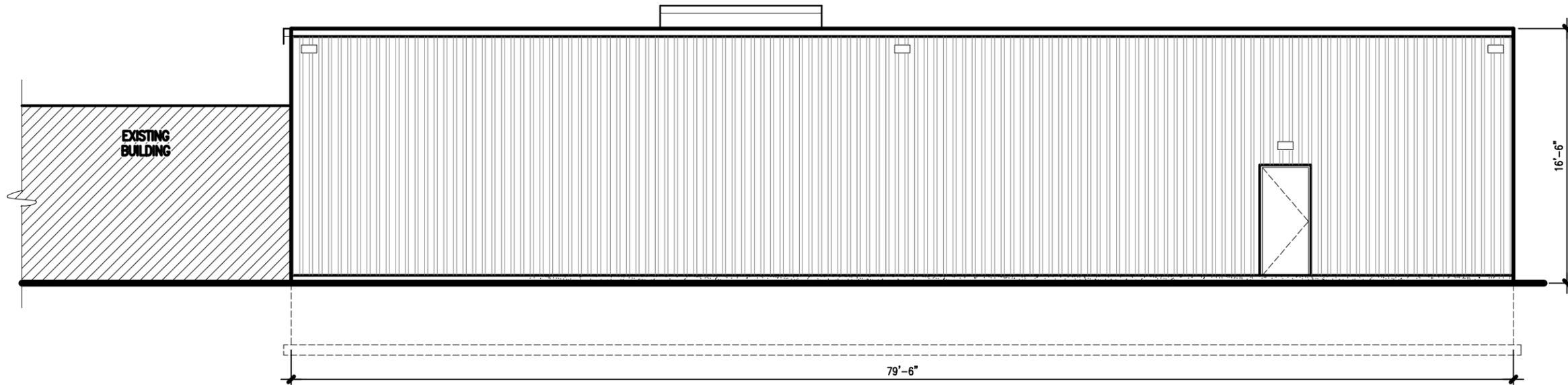
project no.
2017CP-01

drawing no.
A-1

Schedule D: Right and Left Side Elevations



RIGHT SIDE ELEVATION
SCALE: 1/8" = 1'-0"



LEFT SIDE ELEVATION
SCALE: 1/8" = 1'-0"

project name:
**PROPOSED
COMMERCIAL BUILDING**
LOT 521A

drawing name:
**PROPOSED BUILDING
ELEVATIONS**

drawn by: CADtech

scale: AS NOTED

date: FEBRUARY 21, 2017

project no.
2017CP-01

drawing no.
A-2

ATTACHMENT B
REVIEW OF RELEVANT MPS POLICIES

UR-24 Notwithstanding Policies UR-2 and RR-2, within the Urban and Rural Residential Designations, Council may consider permitting community commercial zone uses on properties along the Cobequid Road, between Sackville Drive and First Lake Drive, according to the development agreement provisions of the Planning Act. In considering such agreements, Council shall have regard to the following:

UR-24 Policy Criteria	Comment
<i>(a) that no proposal shall be considered on lands along the northwest side of Cobequid Road, south of Glendale Drive;</i>	The subject site is located along the eastern side of Cobequid Road and north of Glendale Drive.
<i>(b) that the site has frontage on and direct access to Cobequid Road;</i>	The subject site has 30.5m (100 ft.) of frontage along Cobequid Road and has an existing driveway access from Cobequid Road.
<i>(c) that the height, bulk, lot coverage and appearance of any building is compatible with adjacent land uses;</i>	The existing building is about one and a half storeys high. The proposed addition is about four feet taller than the existing building, is smaller than the existing footprint, and extends toward the rear of the lot. Surrounding residential buildings are generally one and a half to two storeys. The height and massing of the proposed building addition is compatible with the existing building and adjacent residential buildings. Lot coverage is much less than 50% which is the maximum permitted under the P-2 and C-2 Zones.
<i>(d) that adequate provision is made for buffering and screening from adjacent residential properties;</i>	The existing building is setback considerably from Cobequid Road. Lush natural vegetation separates the existing building from surrounding residential development. The proposed addition is within the rear yard of the property. The existing vegetation is sufficient to screen the addition from adjacent residential development. The development agreement establishes a vegetative buffer of 3m (10 ft.) along the side and rear property lines to maintain screening from adjacent residential properties if the development were to expand in the future. Additionally, there is an existing fence to the property which is locked while the property is not in use. The development agreement requires that all outdoor storage be wholly contained within a fence.
<i>(e) that site design features, including landscaping, signage, parking areas and driveways are of an adequate size and design to address potential impacts on adjacent development and to provide for the needs of users of the development;</i>	There is sufficient natural vegetation to screen the commercial activity from adjacent residential uses. The store front or main entrance is proposed along the north elevation of the proposed addition. It is setback 117 m (384 ft.) from Cobequid Road and is perpendicular to the street which reduces its visibility from surrounding residential areas. Parking for customers will be provided in front of the proposed addition. The number of spaces required is provided in the development agreement. Signage requirements are also provided in the development agreement. Since the building is located relatively far from the street, the

	additional signs have minimal or no impact on adjacent properties. The building is designed in a way that most of the activity relating to the installation of the automotive accessories would occur toward the rear of the lot, behind the building and proposed addition.
<i>(f) that appropriate controls are established to address environmental concerns, including stormwater runoff;</i>	The development agreement requires an erosion and sedimentation plan, a site disturbance plan, and a detailed stormwater management plan prior to the approval of a development or building permit.
<i>(g) hours of operation;</i>	Hours of operation shall be 8:00 am to 8:00 pm, Monday to Friday inclusive and 9:00 am to 5:00 pm on Saturday.
<i>(h) maintenance of the development; and</i>	The Developer shall be responsible for all normal maintenance, including maintenance of the fence, buildings, landscaping, and driveways.
<i>(i) the provisions of Policy IM-13.</i>	See below.

IM-13 *In considering amendments to the land use by-law or development agreements, in addition to all other criteria as set out in various policies of this planning strategy, the Sackville Community Council shall have appropriate regard to the following matters:*

IM-13 Policy Criteria	Comment
<i>(a) that the proposal is in conformity with the intent of this planning strategy and with the requirements of all other municipal by-laws and regulations;</i>	Staff have reviewed the proposal in terms of all relevant policy criteria. There is enabling policy to consider the application. Under Policy UR-24, an application for a community commercial use on the subject site can be considered. The proposal is consistent with the intent of the MPS.
<i>(b) that the proposal is not premature or inappropriate by reason of:</i> <i>(i) the financial capability of the Municipality to absorb any costs relating to the development;</i> <i>(ii) the adequacy of sewer and water services;</i> <i>(iii) the adequacy or proximity of school, recreation and other community facilities;</i> <i>(iv) the adequacy of road networks leading or adjacent to, or within the development; and</i> <i>(v) the potential for damage to or for destruction of designated historic buildings and sites.</i>	The proposal is not premature or inappropriate by any of the reasons listed.
<i>(c) that controls are placed on the proposed development so as to reduce conflict with any adjacent or nearby land uses by reason of:</i>	The proposed development would be regulated by means of a development agreement, which contains requirements that address the following:
<i>(i) type of use;</i>	In addition to the uses permitted under the current zoning, as amended, the development agreement permits retail, service and office uses with

	associated outdoor storage. This would allow the proposed sale and installation of automobile accessories and would allow for new retail, service and office uses if the business changed in the future.
<i>(ii) height, bulk and lot coverage of any proposed building;</i>	See subsection (c) of Policy UR-24.
<i>(iii) traffic generation, access to and egress from the site, and parking;</i>	HRM Development Engineering have reviewed the traffic impact submitted in support of the application and found it acceptable. The existing driveway may require upgrades to HRM commercial standards prior to the issuance of a development or building permit. Parking requirements are provided in the development agreement.
<i>(iv) open storage;</i>	Areas for outdoor storage are permitted as shown on the site plan attached to the agreement. The outdoor storage area is fenced and limited to a maximum of 50% lot area.
<i>(v) signs; and</i>	Sign requirements are provided in the agreement.
<i>(vi) any other relevant matter of planning concern.</i>	None identified.
<i>(d) that the proposed site is suitable in terms of steepness of grades, soil and geological conditions, locations of watercourses, potable water supplies, marshes or bogs and susceptibility to flooding;</i>	No issues have been identified at this time. No watercourses run through the site. The site is within the water service boundary. The development agreement includes requirements for an erosion and sedimentation plan, a site disturbance plan, and a detailed stormwater management plan prior to the approval of a development or building permit.
<i>(e) any other relevant matter of planning concern; and</i>	None identified.
<i>(f) Within any designation, where a holding zone has been established pursuant to "Infrastructure Charges - Policy IC-6", Subdivision Approval shall be subject to the provisions of the Subdivision By-law respecting the maximum number of lots created per year, except in accordance with the development agreement provisions of the MGA and the "Infrastructure Charges" Policies of this MPS.</i>	N/A