



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

**Item No. 13.1.1**  
**North West Community Council**  
**June 26, 2023**

**TO:** Chair and Members of North West Community Council

**SUBMITTED BY:**

  
\_\_\_\_\_  
Kelly Denty, Executive Director of Planning and Development

**DATE:** June 12, 2023

**SUBJECT:** **Case 22097: Request for additional time to sign the approved Development Agreement for an equestrian facility use at 96 Pockwock Rd, Hammonds Plains**

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**ORIGIN**

Request by HRM Staff

**LEGISLATIVE AUTHORITY**

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

**RECOMMENDATION**

It is recommended that North West Community Council:

Require that the development agreement for Case 22097 be signed by the property owner within 240 days (an extension of an additional 120 days from the original 120 days), or any extension thereof granted by Council on request of the property owner, from the date of final approval of said agreement by Council and any other bodies as necessary, including applicable appeal periods whichever is later; otherwise this approval shall be void and any obligations arising hereunder shall be at an end.

## **BACKGROUND / DISCUSSION**

On March 27<sup>th</sup>, 2023, North West Community Council (NWCC) approved a development agreement (Attachment A) to allow for an equestrian facility at 96 Pockwock Road in Hammonds Plains. The subject property has an existing agricultural use consisting of the keeping of horses, permitted through the MU-1 zone of the Beaver Bank, Hammonds Plains and Upper Sackville Land Use By-law (LUB). Policy P-27 of the Beaver Bank, Hammonds Plains and Upper Sackville Municipal Planning Strategy (MPS) enables commercial recreation uses within the Mixed Use B (MUB) designation, such as an equestrian facility which includes horseback riding lessons, horse boarding, and events such as showing and education clinics (Map 1). [View the staff report here](#).

Typically, 120 days time is provided to allow for signing of the development agreement. However, the wildfire that began on May 28<sup>th</sup> forced the property owners to evacuate their home and the subject property where the horses are kept. Due to the varied impacts of the wildfire and the associated evacuation, it is anticipated that the property owners may not have the capacity to sign the development agreement within the allotted 120 days.

Council's approved motion required the development agreement be signed by the property owners within 120 days from the conclusion of the appeal of NWCCs approval (April 11<sup>th</sup>, 2023). If the development agreement is not signed by August 9<sup>th</sup>, 2023 (120 days from April 11<sup>th</sup>, 2023), the development agreement will be void.

On behalf of the property owners of 96 Pockwock Rd, staff are requesting additional time be provided to sign the development agreement. The request is for an additional 120 days for a total of 240 days from the conclusion of the appeal of NWCCs approval (April 11<sup>th</sup>, 2023). This extension will allow the property owners the time to handle their personal aftermath of the wildfire.

### **Conclusion**

Staff are requesting to extend the timeframe for signing of the development agreement. The extension would have no impact on the previously approved development's provisions or requirements, and the agreement would remain consistent with all applicable planning policies. Staff recommends that Community Council extend the time limit set for the signing 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 2023-2024 operating budget for Planning and Development.

## **RISK CONSIDERATION**

If Council were to refuse to extend the time to sign the agreement and the 120 days were to expire without the agreement being executed, the March 2023 decision of Community Council to approve the development agreement would be considered void.

## **COMMUNITY ENGAGEMENT**

The community engagement process is consistent with the intent of the HRM Community Engagement Strategy and is described in the January 12, 2023 staff report for Case 22097.

### **ENVIRONMENTAL IMPLICATIONS**

No environmental implications are identified with this request for additional time to sign the development agreement.

### **ALTERNATIVES**

1. North West Community Council may choose to approve an alternative timeframe for the signing of the development agreement.
2. North West Community Council may choose to refuse the requested time extension for signing the development agreement, in which case, if the development agreement were not be signed by August 9<sup>th</sup>, 2023 the approval of Community Council becomes null and void.

### **ATTACHMENTS**

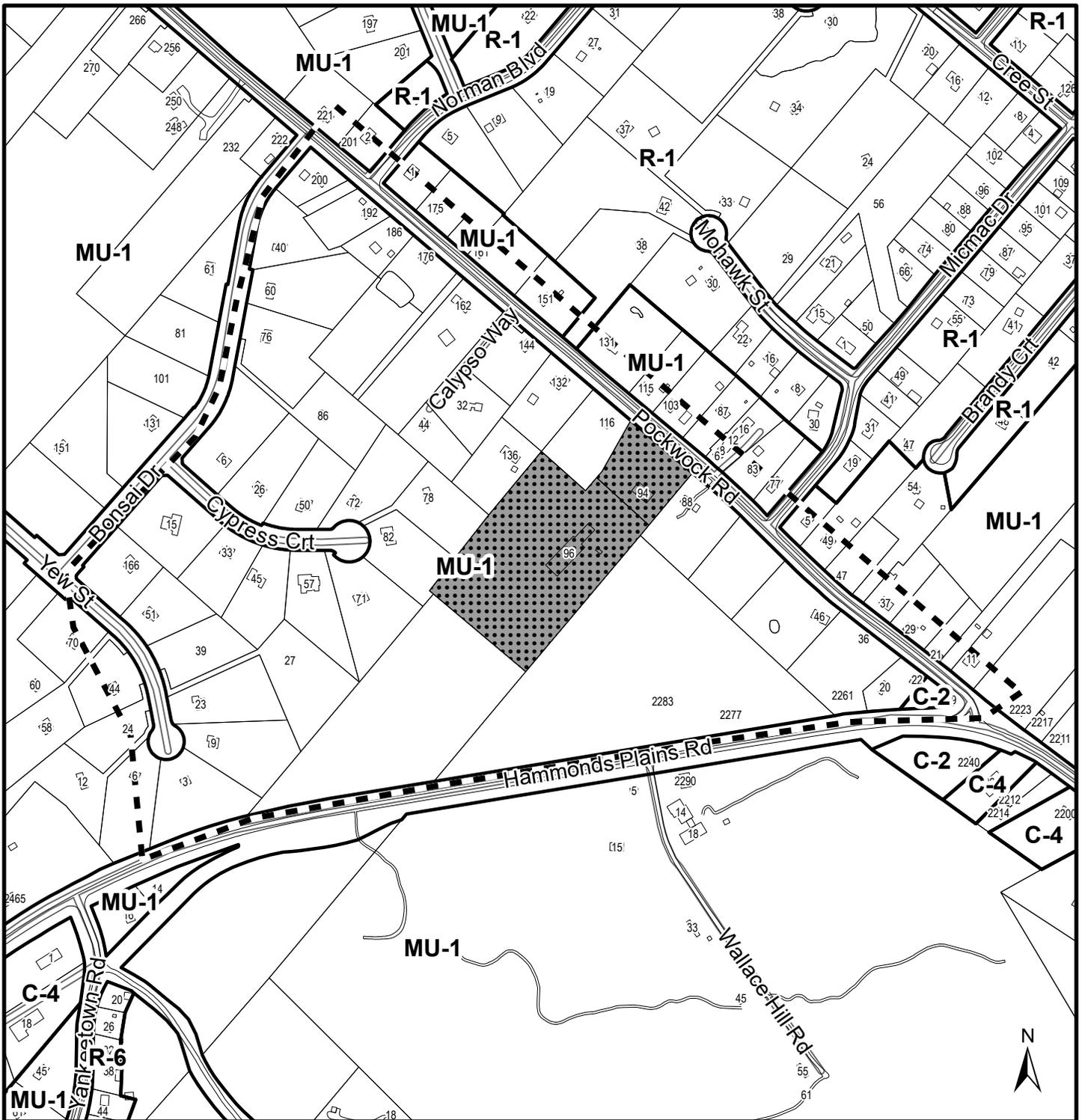
Map 1: Zoning Map

Attachment A: Approved Development Agreement

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A copy of this report can be obtained online at [halifax.ca](http://halifax.ca) or by contacting the Office of the Municipal Clerk at 902.490.4210.

Report Prepared by: Claire Tusz, Planner II, 902.430.0645 – Rural Policy and Applications, Planning and Development



**Map 1 - Zoning and Notification**  
 94 & 96 Pockwock Rd, Hammonds Plains

 Subject Area  
 Area of Notification

Beaver Bank, Hammonds Plains and Upper Sackville  
 Land Use By-Law Area

Zone	
R-1	Single Unit Dwelling
R-6	Rural Residential
MU-1	Mixed Use 1
C-2	General Business
C-4	Highway Commercial



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 AGREEMENT made this      day of **[Insert Month]**, 20\_\_ ,

BETWEEN:

**[Insert Individual's name]**

an individual, in the Halifax Regional Municipality, in the Province of Nova Scotia (hereinafter called the "Developer")

OF THE FIRST PART

- and -

**STEPHANIE HELENA BAGNELL**

an individual, in the Halifax Regional Municipality, in the Province of Nova Scotia (hereinafter called the "Lot 1 Owner")

OF THE SECOND PART

- and -

**HALIFAX REGIONAL MUNICIPALITY**

a municipal body corporate, in the Province of Nova Scotia (hereinafter called the "Municipality")

OF THE THIRD PART

**WHEREAS** the Developer is the registered owner of certain lands located at 96 Pockwock Rd, Hammonds Plains and which said lands are more particularly described in Schedule A hereto (hereinafter called the "Lands");

**AND WHEREAS** the Lot 1 Owner is the registered owner of certain lands located at 94 Pockwock Rd, Hammonds Plains, which said lands are more particularly described in Schedule A hereto (hereinafter called "Lot 1");

**AND WHEREAS** the Developer has requested that the Municipality enter into a Development Agreement to allow for an equestrian facility on the Lands pursuant to the provisions of the *Halifax Regional Municipality Charter* and pursuant to Policies P-27 and P-137 of the Beaver Bank, Hammonds Plains and Upper Sackville Municipal Planning Strategy and Section 13 of the Beaver Bank, Hammonds Plains and Upper Sackville Land Use By-law;

**AND WHEREAS** access to the Lands from Pockwock Road is by a private access easement over Lot 1;

**AND WHEREAS** the North West Community Council approved this request at a meeting held on **[Insert - Date]**, referenced as Municipal Case Number 22097;

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

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## **PART 1: GENERAL REQUIREMENTS AND ADMINISTRATION**

### **1.1 Applicability of Agreement**

- 1.1.1 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**

- 1.2.1 Except as otherwise provided for herein, the development, use and subdivision of the Lands shall comply with the requirements of the applicable Land Use By-law and the Regional Subdivision By-law, as may be amended from time to time.
- 1.2.2 Variances to the requirements of the applicable Land Use By-law shall be permitted in accordance with the *Halifax Regional Municipality Charter* on the whole site as shown on Schedule B.

### **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 1 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**

- 1.5.1 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**

- 1.6.1 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.

## **1.7 Lands**

- 1.7.1 The Developer hereby represents and warrants to the Municipality that the Developer is the owner of the Lands and that all owners of the Lands have entered into this Agreement.

## **PART 2: DEFINITIONS**

### **2.1 Words Not Defined under this Agreement**

- 2.1.1 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.

### **2.2 Definitions Specific to this Agreement**

- 2.2.1 The following words used in this Agreement shall be defined as follows:

- (a) *Barn* means a farm building used for the storage of grain, hay, and other farm products, or the sheltering of livestock or farm equipment.
- (b) *Equestrian event* means an exhibition or competition involving horses whose purpose is to test or advance the skills of a horse or its rider, such as but not limited to horse shows, schooling events, horse training seminars or clinics, and open houses.
- (c) *Equestrian Facility* means the use of land, building or structures for the boarding, breeding, and keeping of horses, the training of horses and the staging of equestrian events but does not include racetracks, gambling or gaming establishments, feedlots or auctions.
- (d) *Indoor Riding Arena* means a building used for the exercising of horses and uses related to the operation of the Commercial Recreation Use as permitted under this agreement.
- (e) *Landscaping* means any combination of trees, shrubs, flowers or other vegetative ground cover, decorative stonework, or other hard surfacing material of a different texture than adjacent paving and screening, berming, or similar elements.
- (f) *Paddock* means a small field or enclosure where horses are kept or exercised.

## **PART 3: USE OF LANDS, SUBDIVISION AND DEVELOPMENT PROVISIONS**

### **3.1 Schedules**

- 3.1.1 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 22097:

- Schedule A      Legal Description of the Lands and Lot 1
- Schedule B      Site Layout and Existing Conditions

### **3.2 General Description of Land Use**

3.2.1 The use(s) of the Lands permitted by this Agreement are the following:

- (a) Equestrian facility which includes;
  - a. Horse-back riding lesson program
  - b. Horse shows and competitions to a maximum of two (4) shows or competitions per calendar year, for a duration of maximum two (2) days per event;
  - c. Educational horse clinics to a maximum of four (4) clinics per calendar year, for a duration of maximum seven (7) days per event; and
- (b) One single unit dwelling.

3.3.2 The uses of Lot 1, as shown on Schedule B, permitted by this Agreement are the following:

- (a) Access for the Equestrian facility;
- (b) Uses permitted under the Development Agreement referenced as Municipal Case 01285; and
- (c) Uses permitted in the applicable Land Use By-law, as amended from time to time.

### **3.3 Detailed Provisions for Land Use**

3.3.1 A maximum of twenty (25) horses shall be permitted on the Lands. The maximum number of horses may be exceeded during equestrian events.

3.3.2 Manure shall not be stored within a non-disturbance area as shown on Schedule B or within twenty (20) meters (66 feet) of any property line.

3.3.3 The structure(s) on the Lands permitted by this Agreement are the following:

- (a) Existing buildings as illustrated on Schedule B of this Agreement;
- (b) Buildings associated with the uses permitted under this agreement built in accordance with the applicable land use by-law and any other applicable regulations.

### **3.4 Parking, Circulation and Access**

3.4.1 The parking area shall be sited as shown on Schedule B.

3.4.2 The parking area shall provide a minimum of 10 parking spaces.

3.4.3 The parking area shall be hard surfaced or gravelled.

3.4.4 The limits of the parking area shall be defined by fencing or landscaping or curb.

3.4.5 Parking is required to be accommodated within the boundaries of the Lands.

3.4.6 The Equestrian facility on the Lands will gain vehicular access from Pockwock Road by traversing over Lot 1, as shown on Schedule B.

3.4.7 It is the responsibility of the Developer to convey all required rights-of-way over the properties as shown on Schedule B.

### **3.5 Outdoor Lighting**

3.5.1 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.

### **3.6 Non-Disturbance Area**

- 3.6.1 No development, tree removal or grade alteration shall be permitted within Non-Disturbance Area identified on Schedule B, except where approved in writing by the Development Officer for the following:
- (a) To remove fallen trees or dead debris that poses a fire or safety risk; or,
  - (b) To remove a tree that is dead, dying or in decline which present a danger to private property, public infrastructure or other natural trees and vegetation.
- 3.6.2 Prior to granting approval for any removal pursuant to 3.6.1, the Development Officer may require that the Developer or subsequent property owner engage a Certified Arborist, Forester or Landscape Architect to certify in writing that the timber or debris poses a fire or safety risk, that the tree poses a danger to people or property, or that it is in severe decline.
- 3.6.3 If trees are removed or tree habitat is damaged beyond repair in the Tree Buffer as identified on Schedule B, the Developer or subsequent property owner shall replace each tree removed or damaged as directed by the Development Officer, in consultation with the appropriate HRM Business Units. This section applies to trees removed without permission, as well as trees removed with permission as outlined in this Agreement.

### **3.7 Maintenance**

- 3.7.1 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 The sign requirements shall be accordance with the applicable Land Use By-law as amended from time to time.

### **3.9 Hours of Operation**

- 3.9.1 The equestrian facility shall be permitted to operate between the hours of 8:00 am and 9:00pm all days of the week.

## **PART 4: STREETS AND MUNICIPAL SERVICES**

### **4.1 General Provisions**

- 4.1.1 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 Off-Site Disturbance**

- 4.2.1 Any disturbance to existing off-site infrastructure resulting from the development, including but not limited to, streets, sidewalks, curbs and gutters, street trees, landscaped areas and utilities, shall be the responsibility of the Developer, and shall be reinstated, removed, replaced or relocated by the Developer as directed by the Development Officer, in consultation with the Development Engineer.

### **4.3 On-Site Sanitary System**

- 4.3.1 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 Nova Scotia Environment and Climate Change and any other relevant agency, a design for all private sewer systems.

## **PART 5: ENVIRONMENTAL PROTECTION MEASURES**

### **5.1 Private Storm Water Facilities**

- 5.1.1 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**

- 5.2.1 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 have been issued a Grade Alteration Permit in accordance with By-law G-200 Respecting Grade Alteration and Stormwater Management Associated with Land Development, as amended from time to time.

## **PART 6: AMENDMENTS**

### **6.1 Non-Substantive Amendments**

- 6.1.1 The following items are considered by both parties to be not substantive and may be amended in a manner consistent with the *Halifax Regional Municipality Charter*.
- (a) The granting of an extension to the date of commencement of construction as identified in this Agreement;
  - (b) The length of time for the completion of the development as identified in this Agreement;

### **6.2 Substantive Amendments**

- 6.2.1 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**

- 7.1.1 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 the Chief Administrative Officer for the Municipality.

- 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 Commencement of Development**

- 7.3.1 In the event that development on the Lands has not commenced within five (5) years from the date of registration of this Agreement at the Registry of Deeds or Land Registry Office, as indicated herein, the Lands shall conform with the provisions of the Land Use By-law.

- 7.3.2 For the purpose of this section, commencement of development shall mean the issuance of a Development Permit for a commercial recreation use.

- 7.3.3 For the purpose of this section, Council may consider granting an extension of the commencement of development time period through a resolution under Section 6.1.1, if the Municipality receives a written request from the Developer at least sixty (60) calendar days prior to the expiry of the commencement of development time period.

### **7.4 Completion of Development**

- 7.4.1 Upon the completion of the whole development, the Municipality 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.

- 7.4.2 For the purpose of this section, completion of development shall mean the issuance of an Occupancy Permit for a commercial recreation use.

- 7.4.3 Upon the completion of the whole development or complete phases of the development, or at such time that policies applicable to the lands have been amended, the Municipality 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.

- 7.4.4 In the event that development on the Lands has not been completed within seven (7) years from the date of registration of this Agreement at the Registry of Deeds or Land Registry Office, as indicated herein, the Lands shall conform with the provisions of the Land Use By-law.

### **7.5 Discharge of Agreement**

- 7.5.1 If the Developer fails to complete the development after seven (7) years from the date of execution of this Agreement, the Municipality 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**

8.1.1 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**

8.2.1 If the Developer fails to observe or perform any condition of this Agreement after the Municipality has given the Developer thirty (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

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

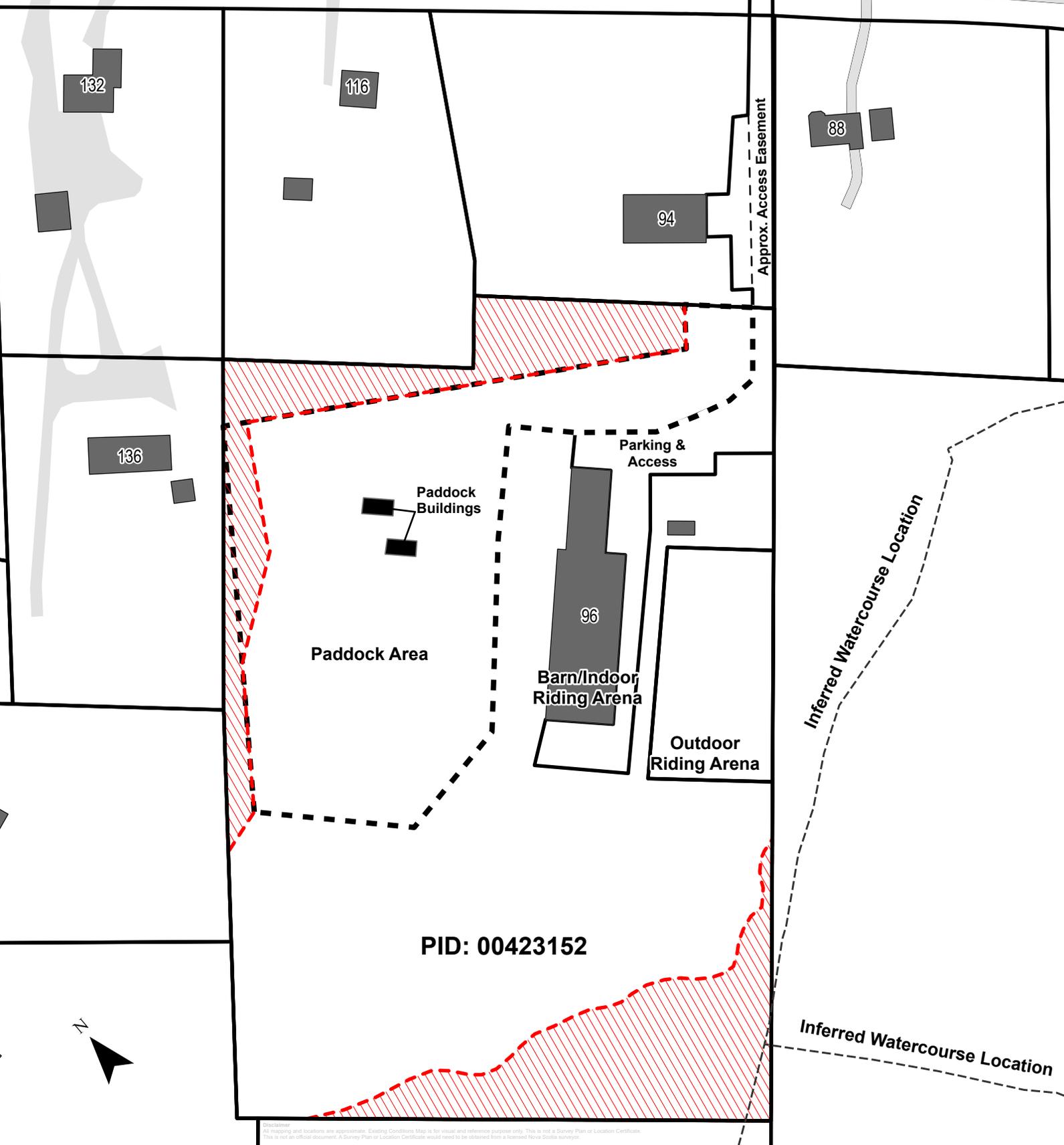
On this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_\_\_, before me, the subscriber personally came and appeared \_\_\_\_\_ the subscribing witness to the foregoing indenture who being by me sworn, made oath, and said that Mike Savage, Mayor and Iain MacLean, Clerk of the Halifax Regional Municipality, 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

# Schedule B

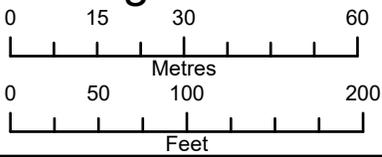
Pockwoc Rd

Ariss Gate



All mapping and locations are approximate. Existing Conditions Map is for visual and reference purpose only. This is not a Survey Plan or Location Certificate. This is not an official document. A Survey Plan or Location Certificate would need to be obtained from a licensed Nova Scotia surveyor.

## 96 Pockwoc Road Existing Conditions



 Approximate Non-Disturbance Area

**Disclaimer**  
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