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Item No. 14.1.1
Harbour East- Marine Drive Community Council
March 7, 2024

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

SUBMITTED BY: - Original Signed -
Jacqueline Hamilton, Executive Director of Planning and Development

DATE: January 17, 2024

SUBJECT: **PLANAPP-2023-00728: Development Agreement for 8990, Highway 7, Head of Jeddore (PID 00609149)**

ORIGIN

Application by WSP, on behalf of Metlink Investments Limited.

LEGISLATIVE AUTHORITY

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

RECOMMENDATION

It is recommended that Harbour East- Marine Drive Community Council:

1. Give notice of motion to consider the proposed development agreement, as set out in Attachment A, to allow a commercial building (grocery store) that exceeds 5000 square feet 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; 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

WSP, on behalf of Metlink Investments Limited, has applied to build a commercial building (grocery store) that exceeds 5000 square feet, adjacent to the commercial plaza (existing strip mall) at 8990 Highway 7, Head of Jeddore.

Subject Site	8990 Highway 7, Head of Jeddore (PID 00609149)
Location	West of the intersection of Highway 7 and West Jeddore Road; South-east of the intersection of Highway 7 and Ostrea Lake Road
Regional Plan Designation	Rural Commuter (RC)
Community Plan Designation (Map 1)	Mixed Use (MU)
Zoning (Map 2)	Mixed Use (MU)
Size of Site	428,967 square metres (106 acres)
Street Frontage	260 metres (853 feet)
Current Land Use(s)	Commercial plaza with various uses (grocery store, restaurant, retail, etc)
Surrounding Use(s)	Commercial, institutional, and residential

Proposal Details

The applicant proposes to build a 1,465.9 square meter (15,779 square foot) grocery store. The major aspects of the proposal are as follows:

- Construct a new commercial building that exceeds 464.5 square meters (5000 square feet) up to a maximum of 1467.87 square meters (15,800 square feet), and allow the building to be expanded by a maximum of 10 percent;
- The proposed building would be adjacent to the commercial plaza (existing strip mall) on the site;
- Allow for an expansion to the parking area;
- Allow for new turning lanes along Highway 7, as required by the NS Department of Public Works; and
- Require new landscaping to surround the new commercial building.

Enabling Policy and LUB Context

The subject property is within the Mixed Use Designation, and zoned Mixed Use (MU) within the Eastern Shore (West) Municipal Planning Strategy (MPS) and Land Use By-law (LUB) respectively. The Mixed Use (MU) Zone permits a variety of commercial uses including retail, but limits the maximum size of commercial uses to 5000 square feet. However, section 3.6 (d) of the Land Use By-law and policy MU-7 of the MPS enables Community Council to consider commercial uses exceeding 464.5 square meters (5000 square feet) by development agreement.

COMMUNITY ENGAGEMENT

The community engagement process is consistent with the intent of the HRM Community Engagement Strategy and the Public Participation Administrative Order (2023-002-ADM). The level of community engagement was consultation, achieved through providing information and seeking comments through the HRM website, signage posted on the subject site, letters mailed to property owners within the notification area and a public open house held on August 10th, 2023. A total of 226 letters were mailed to property owners within the notification area (Map 2). The HRM website received a total of 279 unique pageviews over the course of the application, with an average time on page of 53 seconds. 37 people attended the open house, and staff received 1 response from the public outside of the open house. The public comments received include the following topics:

- Positive comments were received about the proposal, noting the need for a larger grocery store in the community;

- Comments were raised regarding the flow of traffic in and out of the site and potential disruption to traffic on the highway;
- Concerns about stormwater management for neighbouring property owners; and
- Other matters outside the scope of this application and not controlled by land use regulations, such as concern about the rising cost of groceries.

A public hearing must be held by Harbour East- Marine Drive 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 advertisement on the HRM webpage, property owners within the notification area shown on Map 2, or who signed up at the open house, will be notified of the hearing by regular mail.

DISCUSSION

Staff have reviewed the proposal relative to all relevant policies and advise that it is 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:

- Permits a new commercial building that exceeds 464.5 square meters (5000 square feet) up to a maximum of 1467.87 square meters (16,000 square feet);
- Allow an additional 10% to be added to the building footprint at the permitting stage if required;
- Requires landscaping to be provided on the site;
- Controls on vehicular parking;
- Exterior design elements of the new commercial building;
- Requires work to be completed along Highway 7 as required by the NS Department of Public Works (new turning lanes);
- Allows the continued use of the commercial plaza (existing strip mall) on site; and
- Non-substantive amendments are enabled for changes to the landscaping plan, signage requirements, additional building footprint up to 1858.1 square metres (20,000 square feet), changes to the requirements for street improvements, and dates of commencement and completion of the development.

The attached development agreement will permit a 1486.4 square metre (16,000 square foot) commercial building with an expansion of up to 10% permitted by the Development Officer, up to 1635.1 square metres (17,600 square feet), 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.

Wetland

A wetland is present on the site which has been delineated and confirmed not to be contiguous with a watercourse. A 20m buffer is not required however, the proposed building retains a 20m separation from the boundary of the wetland. The existing commercial plaza is located 60m away from the proposed building, and is further from the identified wetland. Policy MU-7 (d) requires consideration of the overall layout of the site; the site has been designed to make efficient use of available area while protecting the nearby sensitive environmental features (i.e. the wetland).

Existing Building and Parking

The existing building (commercial plaza) will remain on the property, and the development agreement will not affect it. The existing Sobeys will relocate from within the commercial plaza to the proposed new

commercial building. To accommodate the new building and additional commercial use on the lot, the parking lot will expand to satisfy the minimum requirement for number of parking spaces in the LUB, based on the proposed new building area. The proposed building will use the existing driveways to access the new parking area, which uses the lot area and infrastructure efficiently and considers the overall layout of the site, satisfying the policy criteria MU-7 (d) (overall layout and design of the site).

Compatibility with Nearby Uses

Policy MU-7 (a) requires that the architectural design and scale of the proposed building be compatible with nearby uses. The proposed building is smaller than the existing building on the property. The surrounding uses in the community include commercial and institutional uses; therefore, the proposal is considered to be compatible in design and scale with nearby uses. Requirements are included in the development agreement to ensure that propane tanks, electrical transformers, and mechanical equipment are not located adjacent to the neighbouring residential property in order to reduce potential impacts of the new use.

Highway 7 Upgrades

Policy MU-7 (b) requires consideration of the impact of increased traffic volume on the local road network, as well as traffic circulation in general, sighting distances, and the entrance to and exit from the site. Through the review of this application, the NS Department of Public Works (NSDPW) has required upgrades to the turning lanes on Highway 7, identified as needed in the traffic impact study. As a result of the proposed development, a right-hand turning lane and a left-hand turning lane will be required. The agreement requires that this work must be completed in accordance with NSDPW's standards, and their approval of the required work must be submitted prior to issuance of a development permit. These upgrades will ensure that the additional traffic created as a result of the development can be accommodated through the local road network and entrance to and exit from the site.

Priorities Plans

In accordance with Policy G-14A of the Halifax Regional Plan, this planning application was assessed against the objectives, policies and actions of the priorities plans, inclusive of the Integrated Mobility Plan, the Halifax Green Network Plan, HalifACT, and Halifax's Inclusive Economic Strategy 2022-2027. While these priority plans often contain policies which were originally intended to apply at a regional level and inform the development of Municipal Planning Strategy policies, there are still components of each plan which can and should be considered on a site by site basis. Where conflict between MPS policy and priority plan policy exists, staff must weigh the specificity, age, and intent of each policy, and consider how they would be applied to a specific geographic context. In this case, the proposed development does not conflict with any specific objectives, policies or actions of the Priorities Plans.

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 use (grocery store) exists on the property already, and the community has identified a need for a larger store. The proposed size and scale of the building is compatible with nearby uses, and provisions have been made in the development agreement to ensure that the traffic and adjacent uses will not be adversely affected by the development. Therefore, staff recommend that the Harbour East- Marine Drive Community Council approve the proposed development agreement.

FINANCIAL 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

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 development agreement are contained within the Discussion section of this report.

ENVIRONMENTAL IMPLICATIONS

No environmental implications are identified other than those mentioned within the Discussion section of this report relative to the wetland.

ALTERNATIVES

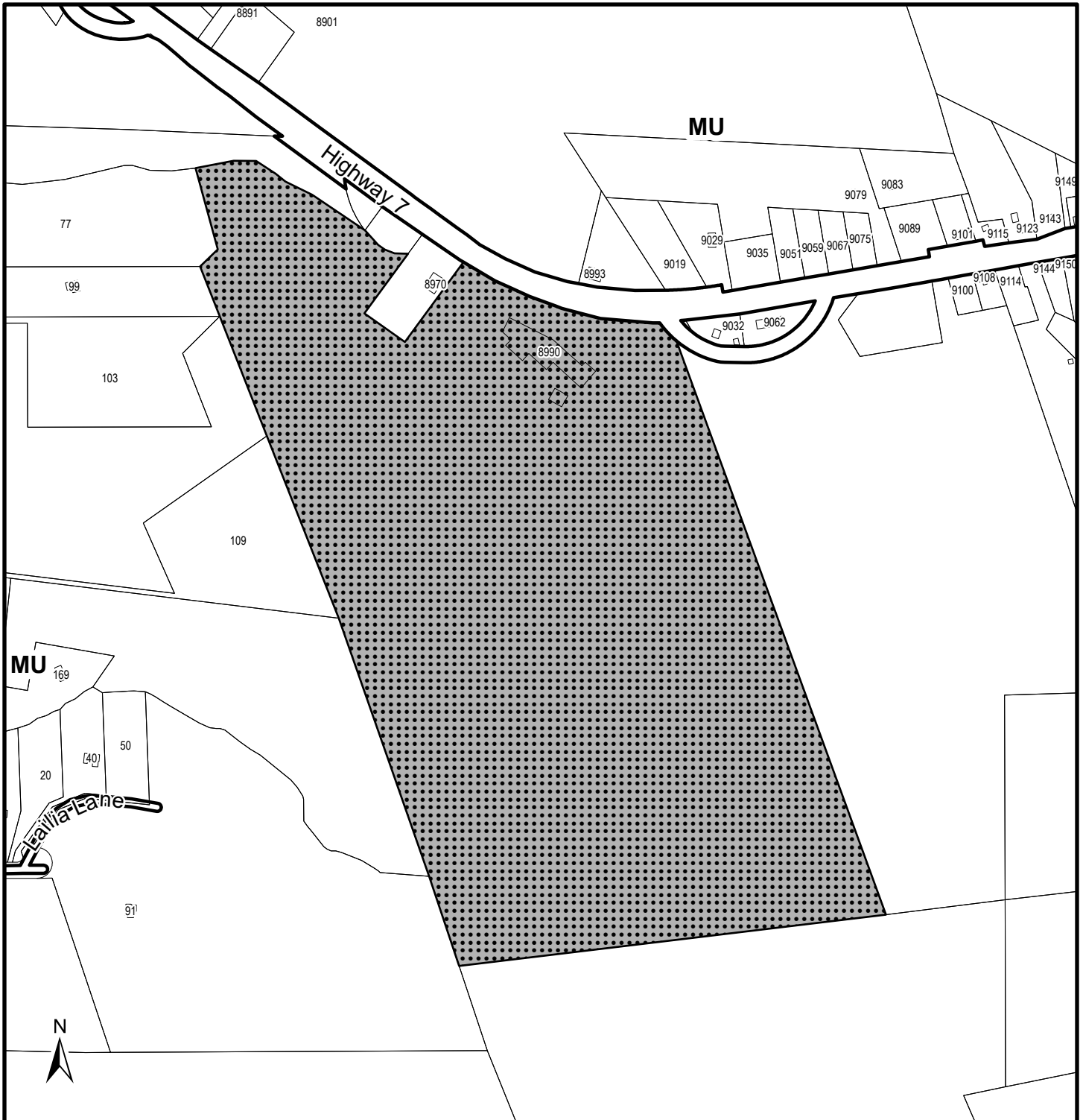
1. Harbour East- Marine Drive Community Council may choose to approve the proposed development agreement subject to modifications. Such modifications may require further negotiation with the applicant and may require a supplementary report or another public hearing. A decision of Council to approve this development agreement is appealable to the N.S. Utility & Review Board as per Section 262 of the *HRM Charter*.
2. Harbour East- Marine Drive Community Council may choose to refuse the proposed development agreement, and in doing so, must provide reasons why the proposed agreement does not 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: Alyson Dobrota, Planner II, 782-640-6189



Map 1 - Generalized Future Land Use

8990 Highway 7,
Head of Jeddore

HALIFAX

 Subject Property

Designation

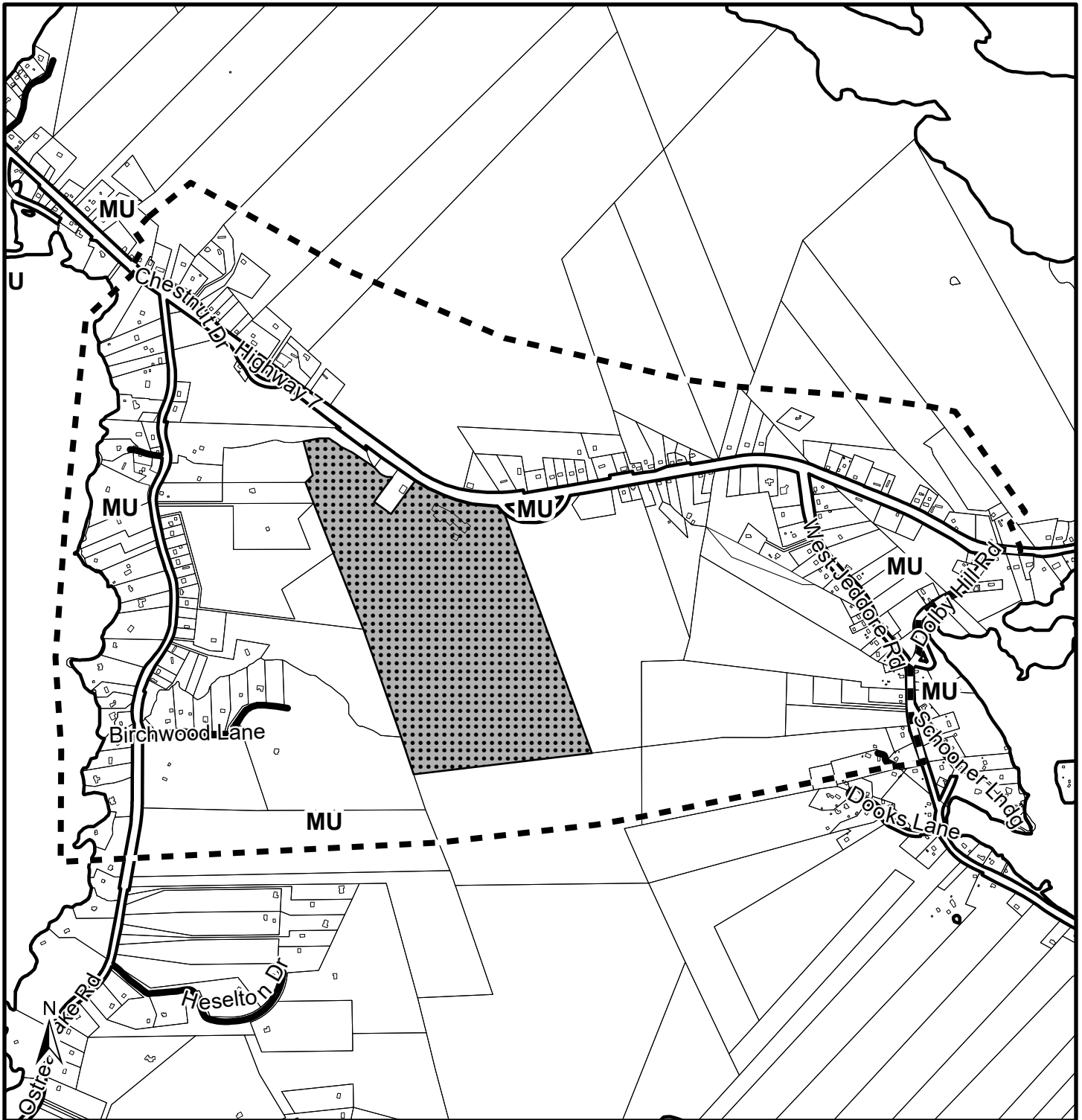
MU Mixed Use



Eastern Shore (West)
Land Use By-Law 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 Area

8990 Highway 7,
Head of Jeddore

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-  Subject Property
-  Area of Notification

Zone
MU Mixed Use



Eastern Shore (West)
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 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 8990, Highway 7, Head of Jeddore (PID 00609149), 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 for a new commercial building exceeding 5000 square feet on the Lands pursuant to the provisions of the *Halifax Regional Municipality Charter* and pursuant to Policy MU-7 of the Eastern Shore (West) Municipal Planning Strategy and Section 3.6 (d) of the Eastern Shore (West) Land Use By-law;

AND WHEREAS the Harbour East – Marine Drive Community Council approved this request at a meeting held on **[Insert - Date]**, referenced as Municipal Case PLANAPP-2023-00728.

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

- 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 amended from time to time.
- 1.2.2 Variances applications enabled under Section 250 of the Halifax Regional Municipality Charter shall be permitted.

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

- 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) 'the Building' shall refer to the new stand-alone grocery store permitted through this Agreement and as labelled as the Proposed Grocery Store on Schedules B and C and does not refer to the Commercial Plaza (Existing Strip Mall) that exists on the property on the effective date of this agreement.
 - (b) 'Commercial Plaza (Existing Strip Mall)' shall refer to the existing building on the property as labelled as the Existing Strip Mall on Schedules B and C.

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 PLANAPP-2023-00728:**

Schedule A	Legal Description of the Lands(s)
Schedule B	Site Plan
Schedule C	Landscaping Plan

3.2 Requirements Prior to Approval

- 3.2.1 Prior to the issuance of a Development Permit for the Building, the Developer shall provide the following to the Development Officer, unless otherwise permitted by the Development Officer:
- (a) A copy of all permits, licences, and approvals required by the NS Department of the Environment and Climate Change respecting the design, installation, construction of the on-site sewer system in accordance with Section 4.3.1 of this Agreement;

- (c) Submission of the Landscaping Plan in accordance with Section 3.9.2 of this Agreement; and
 - (d) 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.
- 3.2.2 Prior to the issuance of the Occupancy Permit for the Building, the Developer shall provide the following to the Development Officer, unless otherwise permitted by the Development Officer:
- (a) Certification from a member in good standing of the Canadian Society of Landscape Architects indicating that the Developer has complied with the landscaping provisions of this Agreement, or the posting of security in accordance with this Agreement; and
 - (b) In accordance with section 4.5.1, receipt of a Confirmation Letter from the Department of Public Works.
- 3.2.3 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.

3.3 General Description of Land Use

- 3.3.1 The use(s) of the Lands permitted by this Agreement are the following:
- (a) The Commercial Plaza (Existing Strip Mall) with permitted uses within the MU zone as amended from time to time.
 - (b) A stand-alone grocery store; and
 - (c) Any use permitted within the MU Zone, subject to the provisions contained within the Land Use By-law for Eastern Shore (West) as amended from time to time.
- 3.3.2 The Development Officer may permit unenclosed structures attached to a main building such as verandas, decks, porches, steps, and mobility disabled ramps to be located within the required minimum front, side and rear yards in conformance with the provisions of the Eastern Shore (West) Land Use By-law, as amended from time to time.

3.4 Building Siting

- 3.4.1 The Building's siting, bulk and scale shall comply to the following:
- (a) The Building shall be as generally shown on Schedule B.
 - (b) The Building shall not exceed a 1467.87 square metre (16,000 square feet) footprint.
 - (c) the Development Officer may permit a 10% increase to the maximum building footprint identified in Section 3.4.1 (b) provided the intent and all other specific provisions of this Agreement have been adhered to.

3.5 Architectural Requirements

- 3.5.1 The main entrances to the Building shall be emphasized by detailing, changes in materials, and other architectural devices such as but not limited to lintels, pediments, pilasters, columns, porticos, overhangs, cornerboards, fascia boards or an acceptable equivalent approved by the Development Officer. Service entrances shall be integrated into the design of the Building and shall not be a predominate feature.
- 3.5.2 Large blank walls shall be limited. The scale of large walls shall be tempered by the introduction of artwork, such as murals, textural plantings and trellises, and architectural detail to create shadow lines (implied windows, cornice lines, or offsets in the vertical plane).
- 3.5.3 Any exposed foundation in excess of 1.07m (3.5 feet) in height and 184.4m (605 ft) in total area shall be architecturally detailed, veneered with stone or brick or treated in an equivalent manner acceptable to the Development Officer. No exposed foundation shall be located on the front wall of the Building facing the street with the main entrance.
- 3.5.4 All vents, down spouts, flashing, electrical conduits, metres, service connections, and other functional elements shall be treated as integral parts of the design. Where appropriate these elements shall be painted to match the colour of the adjacent surface, except where used expressly as an accent.
- 3.5.5 The Building shall be designed such that the mechanical systems (HVAC, exhaust fans, etc.) shall not be located adjacent to residential properties, unless screened as an integral part of the building design and noise reduction measures are implemented.
- 3.5.6 All roof mounted mechanical or telecommunication equipment shall be visually integrated into the roof design or screened from public view.

3.6 Subdivision of the Lands

- 3.6.1 Subdivision applications shall be permitted, subject to the Regional Subdivision By-law, as amended from time to time.

3.7 Parking, Circulation and Access

- 3.7.1 The extent of the parking area shall be sited as generally shown on Schedule B. The parking area shall not be less than 2.4m (8 feet) from the side property line.
- 3.7.2 The minimum number of parking spaces and minimum dimensions of each parking space shall be provided as per the Land Use By-law as amended from the time to time.
- 3.7.3 The parking area shall be hard surfaced.
- 3.7.4 The limits of the parking area shall be defined by fencing or landscaping or curb or a combination thereof.

3.8 Outdoor Lighting

- 3.8.1 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.

3.9 Landscaping

- 3.9.1 All plant material shall conform to the Canadian Nursery Landscape Association's Canadian Nursery Stock Standard (ninth edition).
- 3.9.2 Prior to the issuance of a Development Permit, the Developer shall provide a Landscape Plan which complies with the provisions of this section and generally conforms with the overall intentions of the Preliminary Landscape Plan shown on Schedule C. The Landscape Plan shall be prepared by a Landscape Architect (a full member, in good standing with Canadian Society of Landscape Architects) and comply with all provisions of this section.
- 3.9.3 Prior to issuance of the first Occupancy Permit the Developer shall submit to the Development Officer a letter prepared by a member in good standing of the Canadian Society of Landscape Architects certifying that all landscaping has been completed according to the terms of this Development Agreement.
- 3.9.4 Notwithstanding Section 3.9.2, where the weather and time of year do not allow the completion of the outstanding landscape works prior to the issuance of the Occupancy Permit, the Developer may supply a security deposit in the amount of 110 percent of the estimated cost to complete the landscaping. The cost estimate is to be prepared by a member in good standing of the Canadian Society of Landscape Architects. The security shall be in favour of the Municipality and shall be in the form of a certified cheque or automatically renewing, irrevocable letter of credit issued by a chartered bank. The security shall be returned to the Developer only upon completion of the work as described herein and illustrated on the Schedules, and as approved by the Development Officer. Should the Developer not complete the landscaping within twelve months of issuance of the Occupancy Permit, the Municipality may use the deposit to complete the landscaping as set out in this section of the Agreement. The Developer shall be responsible for all costs in this regard exceeding the deposit. The security deposit or unused portion of the security deposit shall be returned to the Developer upon completion of the work and its certification.

3.10 Maintenance

- 3.10.1 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.
- 3.10.2 All disturbed areas of the Lands shall be reinstated to original condition or better.

3.11 Signs

The sign requirements shall be accordance with the Eastern Shore (West) Land Use By-law as amended from time to time.

3.12 Temporary Construction Building

- 3.12.1 A building shall be permitted on the Lands for the purpose of housing equipment, materials and office related matters relating to the construction and sale of the development in accordance with this Agreement. The construction building shall be removed from the Lands prior to the issuance of the last Occupancy Permit.

3.13 Screening

- 3.13.1 Refuse containers located outside the Building shall be fully screened from adjacent properties and from streets by means of opaque fencing or masonry walls with suitable landscaping or an acceptable equivalent in the opinion of the Development Officer.
- 3.13.2 Propane tanks and electrical transformers shall be located on the site in such a way to ensure minimal visual impact from the Highway 7 and residential properties along the eastern property line. These facilities shall be secured in accordance with the applicable approval agencies and screened by means of opaque fencing or masonry walls with suitable landscaping or an acceptable equivalent in the opinion of the Development Officer.

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, turning lanes, 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 and the Nova Scotia Department of Public Works, 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 shall have prepared by a qualified professional and submitted to the Municipality, the NS Department of the Environment and Climate Change and any other relevant agency, a design for all private sewer systems. In accordance with Section 3.2.1 (a), no Development Permit shall be issued prior to receiving a copy of all permits, licences, and approvals required by the NS Department of the Environment and Labour respecting the design, installation, construction of the on-site sewer system.

4.4 Solid Waste Facilities

- 4.4.1 The Building shall include designated space for five stream commercial waste containers (1. Garbage, 2. Blue Bag Recyclables, 3. Paper, 4. Corrugated Cardboard, and 5. Organics) to accommodate source separation program in accordance with By-law S-600 as amended from time to time.
- 4.4.2 Refuse containers and waste compactors shall be confined to the loading areas of the building and shall be screened from public view where necessary by means of opaque fencing or masonry walls with suitable landscaping.
- 4.4.3 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 with suitable landscaping.

4.5 Street Improvements

- 4.5.1 The Developer shall, at its sole cost, provide street upgrades to Highway 7 as directed by the Nova Scotia Department of Public Works. The street upgrades shall generally consist of a West Bound Turn Lane at the East Site Access and an East Bound Turn Lane at the West Site Access. The Developer shall provide a design and a permit for the street upgrades, to be approved by the Nova Scotia Department of Public Works. The Street Improvements must be completed to the satisfaction of, and accepted by, the Nova Scotia Department of Public Works. Prior to the issuance of an Occupancy Permit, the Developer shall obtain a letter from a duly authorized representative of the Nova Scotia Department of Public Works confirming that the Nova Scotia Department of Public Works has either accepted the required street upgrades or accepted a proposal from the Developer for the later installation of the street upgrades or any remaining upgrades (the "Confirmation Letter"). The Developer shall provide the Confirmation letter to the Municipality.

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:
- (a) 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.

5.3 Archaeological Monitoring and Protection

- 5.3.1 The Developer shall contact the Coordinator of Special Places of the Nova Scotia Department of Communities, Culture and Heritage prior to any disturbance of the Lands and the Developer shall comply with the requirements set forth by the Province of Nova Scotia in this regard.

5.4 Sulphide Bearing Materials

- 5.4.1 The Developer agrees to comply with the legislation and regulations of the Province of Nova Scotia with regards to the handling, removal, and disposal of sulphide bearing materials, which may be found on the Lands.

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 matter consistent with the *Halifax Regional Municipality Charter*:
- (a) Changes to the Building footprint as detailed in Section 3.4, up to a maximum of 1858.1 square metres (20,000 square feet).
- (b) Changes to the landscaping plan as detailed in Section 3.9 of this Agreement.

- (c) Changes to the permitted signage as detailed in Section 3.11 of this Agreement.
- (d) The granting of an extension to the date of commencement of development as identified in Section 7.3.1 of this Agreement;
- (e) Changes to the Street Improvements as detailed in section 4.5.1 of this Agreement; and
- (f) The granting of an extension to the length of time for the completion of the development as identified in Section 7.4.3 of 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 issuance of a Building Permit for the Building.

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;
 - (d) discharge the Agreement and apply appropriate zoning pursuant to the Eastern Shore (West) Municipal Planning Strategy and Land Use By law, as may be amended from time to time.

7.4.2 For the purpose of this section, completion of development shall mean issuance of an Occupancy Permit for the Building.

7.4.3 In the event that development on the Lands has not been completed within eight (8) years from the date of registration of this Agreement at the Registry of Deeds or Land Registry Office, as indicated herein, and no amendment has been granted pursuant to section 6.1.1(f), 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 eight (8) 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.

ENFORCEMENT AND RIGHTS AND REMEDIES ON DEFAULT

7.6 Enforcement

7.6.1 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.

7.7 Failure to Comply

7.7.1 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: _____

Print Name: _____

Date Signed: _____

=====

=====

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

HALIFAX REGIONAL MUNICIPALITY

Witness

Per: _____
MAYOR

Date signed: _____

Witness

Per: _____
MUNICIPAL CLERK

Date signed: _____

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.

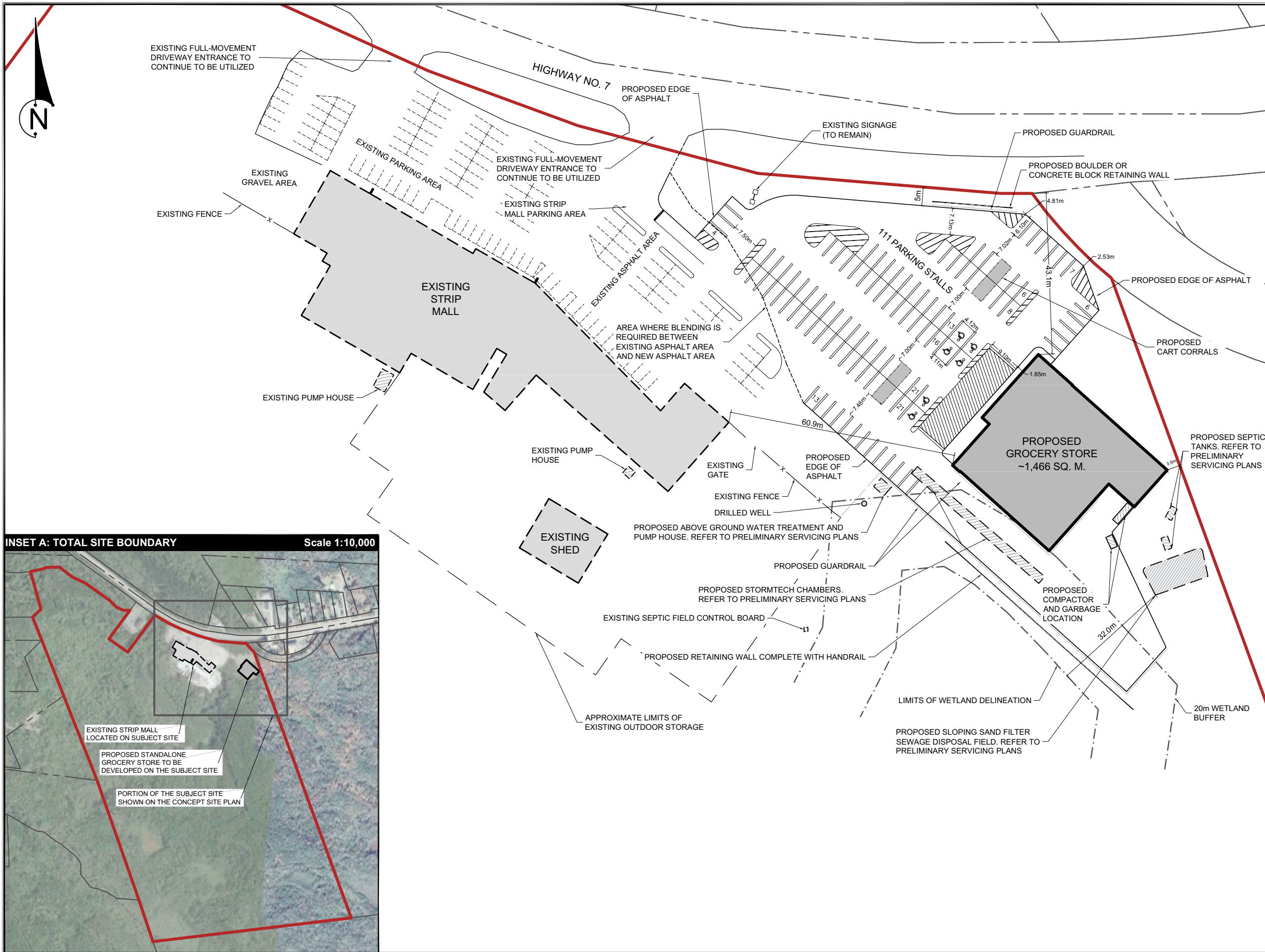
A Commissioner of the Supreme Court
of Nova Scotia

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 - Site Plan



LEGEND

- Site Boundary
- Adjacent Property Boundary
- Existing Strip Mall Building
- Proposed Stand Alone Grocery Store

SITE SUMMARY:

- PID: 00609149 - 8990 Highway 7
- Total Land Area - 106.0 acres
- Total Lot Coverage - approx. 1.1%
- Existing Zone - MU (Mixed Use)

NOTES:

- Property lines are approximate only. Site subject to survey.
- Site subject to HRM Eastern Shore (West) Plan Area by-laws.

SOURCES:

- Property lines from Provincial mapping.
- Existing building footprint and site features taken from plans completed by HGE Engineering Inc., Site Plan, dated February 11, 2022 and GoogleEarth Imagery.
- GoogleEarth Imagery is approximate.


Designer: ACHIARELLO	VERSION
Planner: AWINTERS	101

CONCEPT SITE PLAN
8990 Highway 7, Head of Jeddore
HALIFAX, NOVA SCOTIA

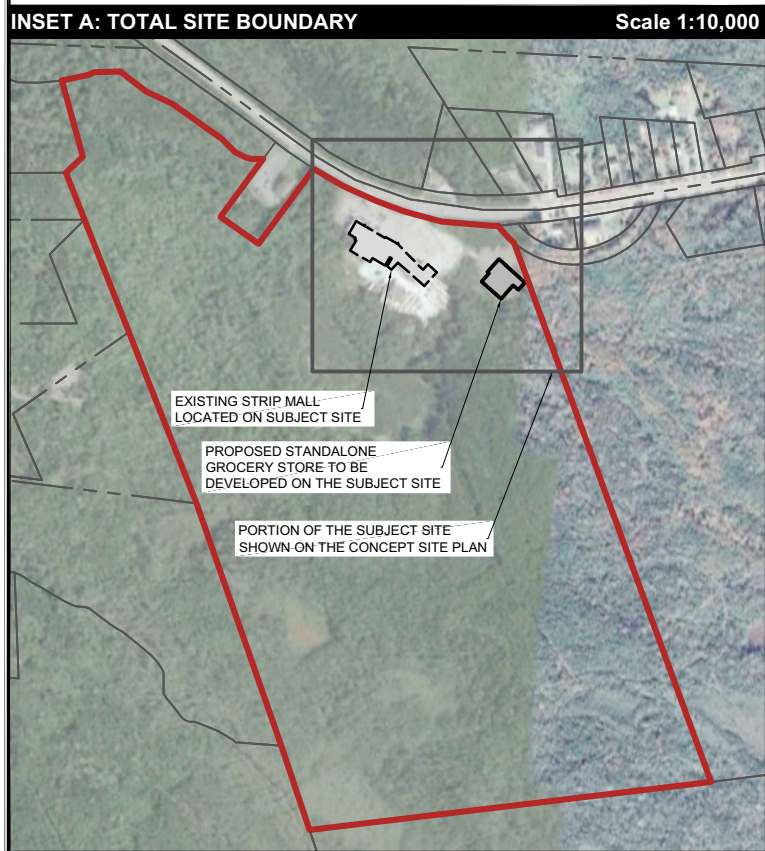
METLINK INVESTMENTS LIMITED
SEPTEMBER 14, 2023 231-02368-101 (2023.09.14)

SCALE

15 10 5 0 25 m
1 : 1,000



1 SPECTACLE LAKE DRIVE, DARTMOUTH, NS, CANADA B3B 1X7
PHONE: 902 835-9955 WSP.COM



FILE: C:\USERS\CAAC\038031\WSP 038031\WSP 038031-02368-101 HEAD OF JEDDORE DUE DILIGENCE - 0.6 CAD - CONCEPT SITE PLAN\CAD SS\231-02368-101 (2023.09.14).DWG Sheet-Standard 11x17 L

Attachment B: Review of Relevant MPS Policies

This proposal is being considered under policy MU-7 of the Eastern Shore (West) Municipal Planning Strategy. The MU zone in the Eastern Shore (West) Land Use By-law has a maximum permitted floor area of 5000 square feet for commercial uses. Under policy MU-7, Council can consider larger commercial uses by Development Agreement. The following table is a review of the relevant policies in the Municipal Planning Strategy and Regional Plan.

Eastern Shore (West) Municipal Planning Strategy	
MIXED USE DESIGNATION – ENABLING POLICY <u>Commercial Use Exceeding 5000 Square Feet</u>	
Policy	Staff Comments
<p>Policy MU-7 <i>Notwithstanding Policy MU-2, it shall be the intention of Council to consider permitting commercial uses with a building footprint greater than five thousand (5,000) square feet in accordance with the development agreement provisions of the Planning Act. In considering such an agreement, Council shall have regard to the following:</i></p>	
<p><i>(a) that the architectural design and scale of any building is compatible with nearby uses;</i></p>	<p>Satisfied. The subject site is 106 acres, and currently has an existing commercial plaza. In addition to the existing use on the lot, there are also commercial uses in the surrounding area which supports the compatibility of the proposed use with nearby uses. The footprint of the commercial plaza (strip mall) on the lot is over 30,000 square feet, which is larger than the proposed building. The scale of the new building will therefore be compatible with the existing building on the lot. The resulting lot coverage with the proposed development will be 1.1%.</p>
<p><i>(b) the impact of the proposed use on traffic volume and the local road network, as well as traffic circulation in general, sighting distances, and the entrance to and exit from the site;</i></p>	<p>Satisfied. The traffic impact study (TIS) has confirmed that the impact of the proposed use on the traffic volume, circulation, and sighting distances, is not intended to have a significant impact to traffic performance in the area. The proposal uses existing entrance and exit points for the development, which the TIS has confirmed is suitable. The TIS determined that a left turn lane is warranted for the site for westbound</p>

	<p>traffic and recommended that a turn lane for east bound traffic will become warranted once a new tenant occupies the existing unit that Sobeys is currently located in, or two years after the new Foodland opens, whichever happens sooner. The Development Agreement requires that the applicant conduct these upgrades as required by NS Public Works.</p>
<p><i>(c) the means by which solid and liquid wastes are treated;</i></p>	<p>Satisfied. The applicant has provided a preliminary servicing plan, stamped by a Professional Engineer.</p> <p>In addition, an Engineer has delineated the wetland on the property and has confirmed that the minimum setback to the wetland in the Nova Scotia Environment & Climate Change On-Site Sewage Disposal System regulations are met and exceeded.</p>
<p><i>(d) the overall layout and design of the site, including all buildings, parking areas, landscaped areas, refuse collection areas and signage; and</i></p>	<p>Satisfied.</p> <p>The site design extends the existing parking area for the existing commercial plaza, which is an efficient use of space. The site uses the existing access to Highway 7.</p> <p>The proposed parking area exceeds the requirements of the land use by-law. 87 spaces would be required, and 111 are proposed.</p> <p>The Development Agreement requires a landscaping plan to be provided, and regulates the completion of the landscaping work. The preliminary landscaping plan provides a landscaped buffer between Highway 7, as well as the wetland to the rear of the building.</p> <p>The requirements of the land use by-law for signage will apply. No new ground signs are proposed.</p>

	Refuse collection areas will require screening under the Development Agreement.
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<i>(k) the provisions of Policy IM-10.</i>	See below.
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IMPLEMENTATION

Policy IM-10
In considering development agreements and amendments to the land use by-law, in addition to all other criteria as set out in various policies of this Strategy, Council shall have appropriate regard to the following matters:

<i>(a) that the proposal is in conformity with the intent of this Strategy and with the requirements of all other municipal by-laws and regulations.</i>	Satisfied. As discussed, the proposal generally conforms with the intent of the MPS and other by-laws and regulations.
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<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 central or on-site sewerage and water services;</i> <i>(iii) the adequacy or proximity of school, recreation or 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>	Satisfied. (i) No costs to the Municipality are expected. (ii) A preliminary servicing plan has been provided demonstrating that the site has capacity for on-site services. (iii) Not applicable. A grocery store use will not impact demand for school, recreation, and other community facility needs. (iv) The traffic impact study (TIS) has confirmed that the road network surrounding the development can serve the proposed use. (v) No historic buildings or sites have been identified. The proposed use will be located on a vacant portion of land adjacent to the commercial plaza (existing strip mall); the proposal retains the existing access points; and proposes an extension of the existing parking lot. Therefore, limited destruction of land will occur as the site is adjacent to an already developed area and expands on an existing developed site.
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<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> <i>(i) type of use;</i>	Satisfied. (i) The adjacent land use is also commercial, and the use is existing on the property.
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<p><i>(ii) height, bulk and lot coverage of any proposed building;</i> <i>(iii) traffic generation, access to and egress from the site, and parking;</i> <i>(iv) open storage; and</i> <i>(v) signs</i></p>	<p>(ii) the lot coverage with the proposed building will be 1.1%, and the height proposed is only one storey. Although the proposed building exceeds the 5,000 square foot maximum for commercial uses, the existing lot can service the use, and the proposal is compatible with the adjacent building and uses.</p> <p>(iii) the proposal uses existing access from the commercial plaza (existing strip mall). The traffic impact study (TIS) has confirmed that the existing road network can handle the traffic capacity. The site expands existing parking to increase capacity while also making efficient use of existing space.</p> <p>(iv) Not applicable: the applicant has stated that the proposed development will not have any open storage.</p> <p>(v) no new ground signage is proposed. The new fascia sign and sign face on the existing ground sign will be regulated by the land use by-law.</p>
<p><i>(d) that the proposed site is suitable in terms of the steepness of grades, soil and geological conditions, locations of watercourses, marshes or bogs and susceptibility to flooding; and</i></p>	<p>Satisfied.</p> <p>A site assessment report has been completed and the Engineer acknowledged that the wetland was delineated and considered in the design of the on-site sewage disposal system. The report noted that no watercourses are contiguous with or flow into the wetland.</p> <p>The grading plan shows areas of slope and demonstrates the alignment of the building can be accommodated on the site.</p> <p>Based on the submitted plans, the site is suitable for the proposed use considering the conditions on the property.</p>
<p><i>(e) any other relevant matter of planning concern.</i></p>	<p>Satisfied.</p> <p>The intent of the proposal is to provide the community with better access to groceries. Additional capacity in the</p>

	community's grocery store can help provide better food security, which addresses priorities of the Regional Plan, and other municipal strategies such as JustFOOD: Action Plan for the Halifax Region.
<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>	Not Applicable. The property is not in a holding zone.

Halifax Regional Municipal Planning Strategy (Regional Plan)

**CHAPTER 3: SETTLEMENT AND HOUSING
3.2 Land Use Designations**

<p>3.2.3.1 Rural Commuter Designation S-5 The Rural Commuter Designation shall be established on the Generalized Future Land Use Map (Map 2) to encompass those areas within commuting distance of the Regional Centre that are heavily influenced by low-density residential development. The intent for this designation is to:</p> <ul style="list-style-type: none"> • to protect the character of rural communities and conserve open space and natural resources by focusing growth within a series of centres, as shown on Settlement and Transportation Map (Map 1); • support the delivery of convenience services to the surrounding settlement area; • control the amount and form of development between centres; and • protect the natural resource base and preserve the natural features that foster the traditional rural community character 	<p>The proposed development is aligned with the intent of the Rural Commuter Designation</p> <p>The subject site is categorized as a Rural Local Centre in the Regional Plan. The Centre already has a variety of commercial uses and services, but the demand for a grocery store is higher than the capacity of the existing store. The proposal supports the intent of the Rural Commuter Designation by providing services to the settlement area, and by conserving open space by placing the proposed building directly adjacent to an existing similar land use and expanding an already developed area.</p>
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**CHAPTER 3: SETTLEMENT AND HOUSING
3.3 Planning and Design for Growth Centres**

<i>Tables 3-1 and 3-2 outline the types of centres intended for the Urban Settlement and Rural</i>	Head of Jeddore is outlined as a Rural Local Centre in Table 3-3 of the
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<p><i>Commuter Designations respectively and the associated design characteristics which are to be supported when preparing secondary planning strategies. Table 3-3 lists other Rural Centres which are no longer targeted for growth, but will continue to be recognized for their role in the rural settlement pattern.</i></p>	<p>Regional Plan, which is an existing centre but is not identified for growth. The land uses and design characteristics for these centres is to have a mix of uses. The proposal meets the intent of the area by contributing to the mixed-use built form. The proposal also contributes to provisions for food security, which is listed as a culture/open space characteristic in Table 3-3.</p>
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CHAPTER 9: GOVERNANCE AND IMPLEMENTATION
9.6.A: Priorities Plans

<p><i>G-14A In considering development agreements or amendments to development agreements, or any proposed amendments to the Regional Plan, secondary planning strategies, or land use by-laws, in addition to the policies of this Plan, HRM shall consider the objectives, policies and actions of the priorities plans approved by Regional Council since 2014, including:</i></p> <ul style="list-style-type: none"> <i>(a) The Integrated Mobility Plan;</i> <i>(b) Halifax Green Network Plan;</i> <i>(c) HalifACT;</i> <i>(d) Halifax’s Inclusive Economic Strategy 2022-2027; and</i> <i>(e) any other priority plan approved by Regional Council while this policy is in effect.</i> 	<p>(b) Green Network Plan: The subject site is in an area identified as having minimal impact to the Regional Green Network under Map 5: Green Network Ecology Map.</p> <p>The objectives, policies, and actions in the other Priorities Plans outlined in policy G-14A will not impact or be affected by this proposal.</p>
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