



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

Item No.10.1.2
North West Community Council
February 26, 2024
March 18, 2024

TO: Chair and Members of North West Community Council

SUBMITTED BY:



Jacqueline Hamilton, Executive Director of Planning and Development

DATE: January 31, 2024

SUBJECT: **PLANAPP 2023-00912: Development Agreement to allow an expansion to an existing recycling depot at 15 Sackville Cross Road, Lower Sackville**

ORIGIN

Application by Chris O'Connell on behalf of the property owner.

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, to allow the expansion of an existing recycling depot at 15 Sackville Cross Rd, 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; 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

Chris O'Connell, on behalf of the property owner, has applied for a development agreement to allow for the expansion of an existing recycling depot (Archie's Bottle Exchange) at 15 Sackville Cross Road, Lower Sackville. This expansion will allow the business to reduce the outdoor storage on their property by enclosing it within the proposed addition to the building.

Subject Site	15 Sackville Cross Road, Lower Sackville (PID 00345306)
Location	Approximately 50 metres south of Sackville Drive and 300m north of the bridge over the Little Sackville River
Regional Plan Designation	US (Urban Settlement)
Community Plan Designation (Map 1)	PR (Pedestrian Retail)
Zoning (Map 2)	PR (Pedestrian Retail)
Size of Site	5015.3 square metres (1.2 acres)
Street Frontage	63.2 metres (207 feet)
Current Land Use(s)	Recycling depot
Surrounding Use(s)	Commercial, institutional, and residential

Proposal Details

The applicant proposes to construct an addition on the northern side of the existing building. The major aspects of the proposal are as follows:

- A 9.8 metres x 17 metres (166 square metre) building addition (32 feet x 56 feet, 1792 square feet) (the proposed development agreement allows up to 650 square metres [7000 square feet] total footprint); and
- The addition is proposed to be 7.6 metres (25 feet) in height (the proposed development agreement allows up to 35 feet in height, as per the underlying PR zone).

Enabling Policy and LUB Context

The subject property is designated PR (Pedestrian Retail) under the Sackville Drive Secondary Municipal Planning Strategy (SMPS) and zoned PR (Pedestrian Retail) under the Sackville Drive Land Use By-law (LUB). Existing recycling facilities are permitted under the PR zone, up to a floor area of 464.5 square metres (5000 square feet). Policy PR-4 of the SMPS enables Council to consider expansions to commercial developments which exceed a floor area of 464.5 square metres (5000 square feet) through the development agreement process.

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, and letters mailed to property owners within the notification area.

A total of 418 letters were mailed to property owners and tenants within the notification area (Map 2). The HRM website received a total of 139 unique pageviews over the course of the application, with an average time on page of 21 seconds. Staff received five responses from the public which included the following topics:

- Question regarding hours of operation and schedule during construction of the addition;
- Concern regarding land use compatibility with surrounding residential neighbourhood;
- Concern regarding land use conflict due to increase of noise, smell, dust, and visual unsightliness; and

- Request for a vegetated buffer to reduce visual unsightliness.

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 advertisement on the HRM webpage, property owners within the notification area shown on Map 2 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 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:

- Permitted land uses;
- Maximum floor area;
- Maximum height;
- Setbacks;
- Screening;
- Maintenance; and
- Hours of operation.

The attached development agreement will permit a recycling depot with a maximum building footprint of 650 square metres (7000 sqft), subject to the controls identified above. The existing building is 446 square metres (4800 square feet). 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.

Intent of Plan

The intent of the Sackville Drive Secondary Municipal Planning Strategy is to limit large-scale commercial developments that are adverse to the pedestrian experience, while also allowing for existing uses that support the community to continue and grow. In this case, the plan identifies the recycling depot on Sackville Cross Road as an existing use that is permitted in the PR zone and enabled for expansion by development agreement. The recycling depot is a land use that supports the community and existed prior to the adoption of the SMPS. Policy PR-4 enables the expansion of commercial buildings, provided consideration is given to the impact on the pedestrian experience. In order for this recycling depot to operate and serve the community, an expansion is needed. However, since this type of land use is not a typical pedestrian retail land use (pedestrians are not permitted beyond the front gate) and does not front on Sackville Drive, many of the provisions of the policy, such as maximum façade width and comfortable pedestrian internal site movement, are not applicable. The implementation policy I-5 provides more relevant direction for evaluation of this proposal, such as consideration of land use conflict and traffic generation.

Land Use Conflict

Implementation Policy I-5 directs Council to consider what controls are in place to mitigate the potential for land use conflict. The recycling depot is located amidst a mix of land uses, including residential, commercial, and institutional. In order to reduce potential land use conflict between the commercial and residential land uses, development controls such as opaque screening and hours of operation have been provided for within the proposed development agreement. Staff considered including a requirement in the development agreement for vegetated buffering along the rear property line of the subject property as a form of visual screening and noise reduction, in response to the public feedback received. However, there is a required stormwater drainage swale that runs along the rear property line and feeds into the Halifax Water

stormwater system. Therefore, it was not feasible to include this as a requirement in the development agreement. Opaque screening in the form of fencing along the side and rear property lines is a requirement of the proposed development agreement instead.

Traffic Generation

Implementation Policy I-5 directs Council to consider the impacts on traffic generation when considering expansions to commercial buildings. The purpose of the expansion is to reduce outdoor storage, it is therefore not anticipated that the expansion will generate any significant increase in traffic from either customers or truck deliveries.

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 scale of the proposed development is minimal in nature, and is generally aligned with the objectives 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 recycling depot is an existing land use, recognized in the MPS as a use that should continue to support the community. The proposed development agreement allows for an expansion to the building that will reduce the amount of outdoor storage on the property. Land use conflict is reduced through controls on floor area and height, and a requirement for screening. Therefore, staff recommend that the North West 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

Recycling Depots are required to obtain a license from Divert Nova Scotia to operate. Therefore, the proposed development agreement includes a provision that all necessary licenses and approvals be obtained. The current business, "Archie's Sackville Bottle Exchange" has the necessary license.

No other environmental implications are identified.

ALTERNATIVES

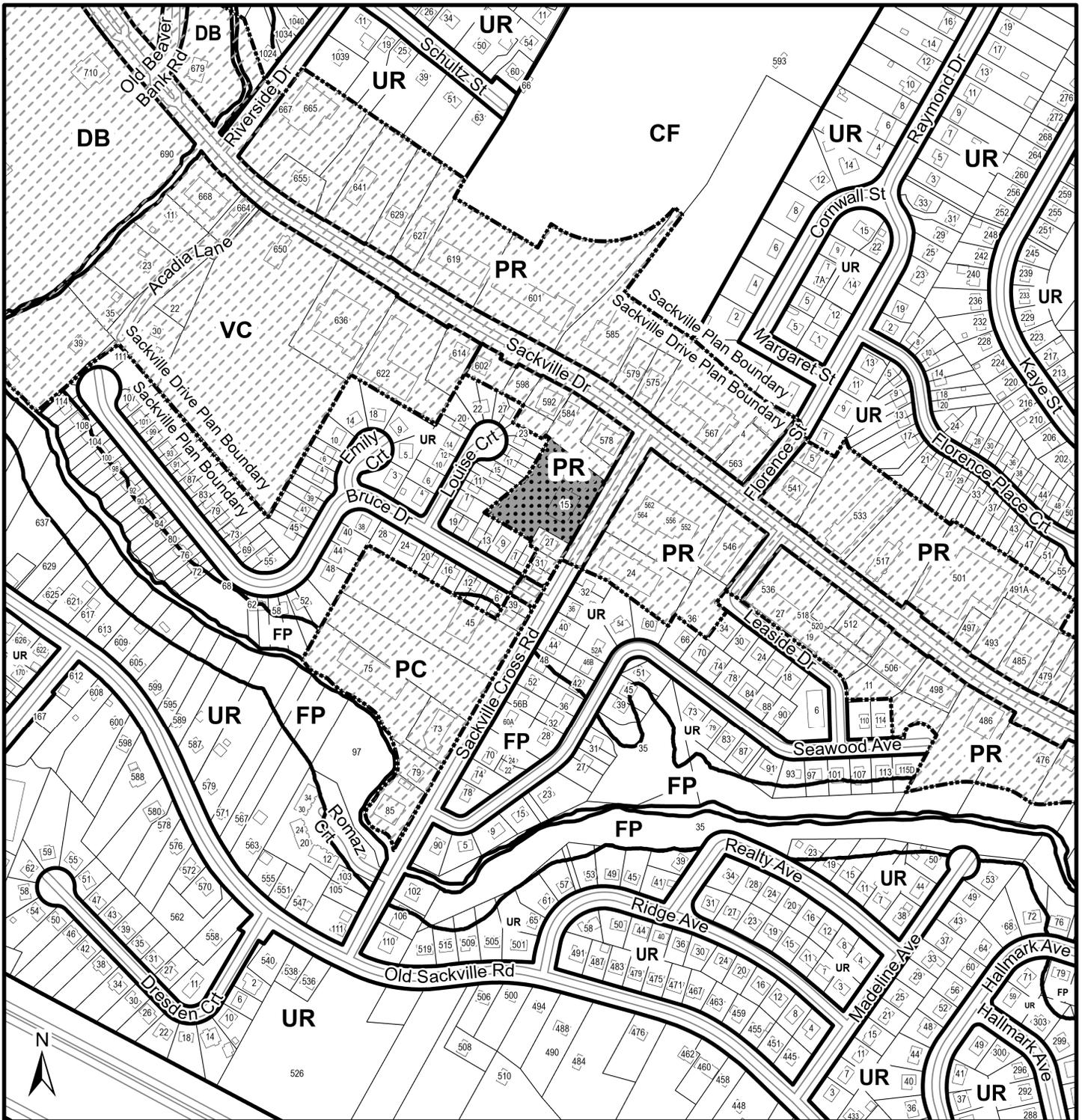
1. North West Community Council may choose to approve the proposed development agreement subject to modifications. Such modifications may require further negotiation with the applicant and may require a supplementary report or another public hearing. A decision of Council to approve this development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

ATTACHMENTS

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

A copy of this report can be obtained online at halifax.ca or by contacting the Office of the Municipal Clerk at 902.490.4210.

Report Prepared by: Claire Tusz, Planner II, 902.430.0645



Map 1 - Generalized Future Land Use

15 Sackville Cross Rd,
Sackville

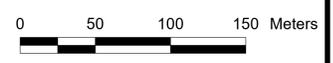
HALIFAX

Sackville Drive

Sackville

-  Subject Property
-  Community Plan Boundary
-  Sackville Drive Plan Area

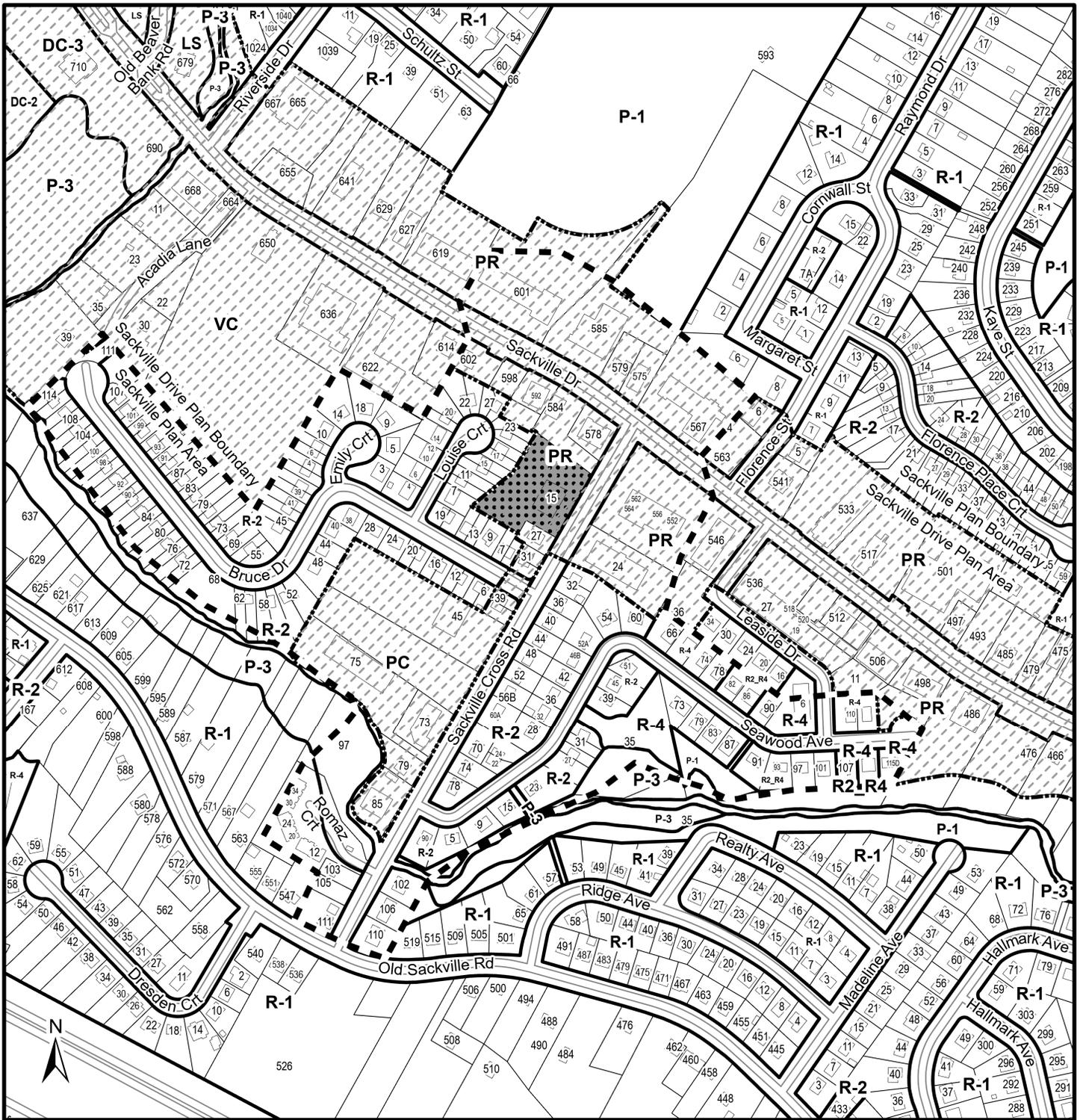
- | | | | |
|----|------------------------|----|--------------------|
| DB | Downview / Beaver Bank | CF | Community Facility |
| PC | Pinehill / Cobequid | FP | Floodplain |
| PR | Pedestrian Retail | UR | Urban Residential |
| VC | Acadia Village Centre | | |



Sackville Drive Land Use By-Law Area
Sackville 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

15 Sackville Cross Rd,
Sackville

Sackville Drive

Sackville

HALIFAX

- Subject Property
- Area of Notification
- Community Plan Boundary
- Sackville Drive Plan Area
- DC-2 Downsview Complex 2
- DC-3 Downsview Complex 3
- LS Large Scale Commercial
- P-3 Floodplain Zone
- PC Pinehill/Cobequid
- PR Pedestrian Retail
- VC Acadia Village Centre

- P-1 Open Space
- P-3 Floodplain
- R-1 Single Unit Dwelling
- R-2 Two Unit Dwelling
- R-4 Multiple Unit Dwelling



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 Drive Land Use By-Law Area
Sackville Land Use By-Law Area

**Attachment A:
Proposed Development Agreement**

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

BETWEEN:

NAME OF PROPERTY OWNER

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

OF THE FIRST PART

- and -

HALIFAX REGIONAL MUNICIPALITY

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

OF THE SECOND PART

WHEREAS the Developer is the registered owner of certain lands located at 15 Sackville Cross 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 for an expansion to an existing recycling depot on the Lands pursuant to the provisions of the *Halifax Regional Municipality Charter* and pursuant to Policy PR-4 of the Sackville Drive Secondary Municipal Planning Strategy and Part 12 of the Sackville Drive Land Use By-law;

AND WHEREAS the North West Community Council approved this request at a meeting held on **[Insert - Date]**, referenced as PLANAPP 2023-00912;

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 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.

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.

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 PLANAPP 2023-00912:

Schedule A Legal Description of the Lands(s)

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.

3.3 General Description of Land Use

- 3.3.1 The use(s) of the Lands permitted by this Agreement are the following:
- (a) A recycling depot; or
 - (b) Commercial uses permitted within the PR Zone, subject to the provisions contained within the applicable Land Use By-law.
- 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 applicable land use by-law, as amended from time to time.

3.4 General Provisions for Land Use

- 3.4.1 Further to Section 3.3.1, an addition to the existing building shall be permitted, provided the following conditions are met:
- (a) The total building footprint does not exceed 650.3 square metres (7000 square feet);
 - (b) The height of the commercial building does not exceed 10.7 metres (35 feet);

(c) The building meets all other provisions of the applicable Land Use By-law.

3.5 Parking, Circulation and Access

3.5.1 The parking requirements shall be in accordance with the Sackville Drive Land Use By-Law as amended from time to time.

3.5.2 A 4.8 metre (16 feet) wide asphalt area shall be created around the proposed addition and measured from the addition building wall. Any existing asphalt area damaged during construction shall be repaired.

3.6 Outdoor Lighting

3.6.1 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.

3.6.2 The building may be illuminated for visual effect provided such illumination is directed away from streets, adjacent lots and buildings and does not flash, move or vary in intensity such that it creates a hazard to public safety.

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.

3.7.2 All disturbed areas of the Lands shall be reinstated to original condition or better.

3.8 Signs

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

3.9 Screening

3.9.1 Screening shall be provided along the side and rear property lines by means of opaque fencing.

3.10 Hours of Operation

3.10.1 Hours of operation shall conform with all relevant Municipal and Provincial legislation and regulations, as may be amended from time to time.

3.11 Reinstatement

3.11.1 All disturbed areas shall be reinstated to original condition or better.

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.

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.

5.3 Solid Waste-Resource Management

- 5.3.1 The Developer shall meet all requirements of the Nova Scotia Solid Waste Management Regulations, including any required licenses.

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) To allow the building to expand an additional 93 square metres (1000 square feet) which shall not exceed 35% lot coverage as required by the applicable zone;

- (b) Changes to the required fencing material as detailed in Section 3.9.1 or which, in the opinion of the Development Officer, will still provide privacy to surrounding properties;
- (c) The granting of an extension to the date of commencement of construction as identified in Section 7.3.1 of this Agreement; and
- (d) 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 four (4) 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 Building Permit for an addition to a commercial building.
- 7.3.3 For the purpose of this section, the Municipality may consider granting an extension of the commencement of development time period through a resolution under Section 6.1, if the Municipality receives a written request from the Developer.

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;
 - (c) discharge this Agreement; or
 - (d) discharge this Agreement and apply appropriate zoning pursuant to the applicable 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 the issuance of an Occupancy Permit.

7.4.3 In the event that development on the Lands has not been completed within six (6) 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 six (6) 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: _____

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

Attachment B: Review of Relevant MPS Policies

Sackville Drive Secondary Municipal Planning Strategy	
5.3 Pedestrian Retail Designation <u>5.3.3 Limit Large Scale Buildings and Strips Malls</u>	
Policy	Staff Comments
<p>Policy PR-4 <i>To foster a comfortable, pedestrian scaled, retail environment within the Pedestrian Retail Designation, new commercial developments exceeding a building footprint of 5,000 square feet, or any proposed expansion to existing commercial developments that currently exceed a footprint of 5,000 square feet or would result in a building greater than 5,000 square feet, may only be considered by the development agreement provisions contained within the Municipal Government Act. In considering an agreement, Council shall have regard to the following:</i></p>	
<p><i>(a) that commercial uses are limited to those permitted within the Pedestrian Retail Zone;</i></p>	<p>The proposed expansion is to an existing recycling depot, which is a permitted use in the Pedestrian Retail (PR) Zone of the Sackville Drive Land Use By-law.</p>
<p><i>(b) that no new drive-thru function is proposed;</i></p>	<p>No drive-thru functions are proposed.</p>
<p><i>(c) that the primary facade(s) of the new buildings facing Sackville Drive does not exceed 40 feet in width;</i></p>	<p>The subject property does not front on Sackville Drive and no new buildings are proposed.</p>
<p><i>(d) that any addition to an existing building would not increase the primary facade(s) facing Sackville Drive beyond 40 feet in width;</i></p>	<p>The subject property does not front on Sackville Drive.</p>
<p><i>(e) that safe and comfortable pedestrian internal site movement is provided;</i></p>	<p>Pedestrian movement of the public is not permitted on most of the subject property for safety reasons. However, the subject property is large enough that there is plenty of room on all sides of the building for safe and comfortable pedestrian movement for staff. It is not anticipated that pedestrian traffic will be increased or impacted as a result of the expansion to the existing recycling facility.</p>

<i>(f) that outdoor pedestrian facilities, such as seating, lighting, water features, orientation signs, and kiosks, are provided;</i>	These features are not required for this type of land use.
<i>(g) that existing significant vegetation stands are retained, where possible; and</i>	The proposed expansion does not require the removal of any vegetation.
<i>(h) Policy I-5.</i>	See below.

10.3 Land Use By-law

Policy I-5
In considering a development agreement or rezoning, Council shall have regard to the following matters:

<i>(a) the proposal furthers the intent of the streetscape guidelines established within the Land Use By-law and Schedule D relating to signage, architecture, landscaping, parking and driveway entrances;</i>	This property does not front on Sackville Drive.
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<p><i>(b) that the proposal is not premature or inappropriate by reason of:</i></p> <ul style="list-style-type: none"> <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 next to, or within the development; and</i> <i>(v) the potential for damage to or for destruction of designated historic buildings and sites.</i> 	<ul style="list-style-type: none"> (i) The proposed expansion is not anticipated incur any financial costs to the Municipality. (ii) The subject property is serviced with municipal water and sewerage services. (iii) The proposed expansion will not impact any local schools or recreation/community facilities. (iv) The road networks leading to the development are adequate for the scale of the proposed expansion. A Traffic Impact Statement (TIS) was not considered necessary given the scope of the proposal. HRM Development Engineering reviewed the proposal and provided advisory comments. No concerns were raised with respect to the proposed expansion. (v) There are no designated historic buildings or sites in the vicinity of the subject property.
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<p><i>(c) that controls are placed on the proposed development to reduce conflict with any adjacent or nearby land uses by reason of:</i></p> <ul style="list-style-type: none"> <i>(i) type of use;</i> 	<ul style="list-style-type: none"> (i) The proposed expansion is for a land use (existing recycling depot) that is permitted in the PR zone of the Sackville Drive Land Use By-Law. (ii) The proposed height is no greater than the height of the existing building and the height and
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<p>(ii) height, bulk and lot coverage of any proposed building;</p> <p>(iii) traffic generation, access to and egress from the site, and parking;</p> <p>(iv) open storage;</p> <p>(v) maintenance; and</p> <p>(vi) any other relevant matter of planning concern.</p>	<p>lot coverage is in conformance with the requirements of the PR zone.</p> <p>(iii) The expansion to the building is not anticipated to generate additional traffic. There is still adequate room for access and egress from the site as well as parking. Development Engineering reviewed the proposal and provided advisory comments. No concerns were raised with respect to the proposed expansion.</p> <p>(iv) The proposed addition will reduce outdoor storage on the subject property.</p> <p>(v) Maintenance of the development will be regulated through the development agreement.</p> <p>(vi) No other matters of planning concern have arisen.</p>
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Regional Plan

9.6.A Priorities Plans

Policy 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:

<p>(a) <i>The Integrated Mobility Plan;</i></p> <p>(b) <i>Halifax Green Network Plan;</i></p> <p>(c) <i>HalifACT;</i></p> <p>(d) <i>Halifax’s Inclusive Economic Strategy 2022-2027; and</i></p> <p>(e) <i>any other priority plan approved by Regional Council while this policy is in effect.</i></p>	<p>(a) The scope of the proposed expansion will not impact the goals and objectives of the Integrated Mobility Plan.</p> <p>(b) The subject property is in a developed area with an existing impermeable surface. There are no anticipated impacts to the goals and objectives of the Halifax Green Network Plan resulting from the proposed expansion.</p> <p>(c) The scope of the proposed expansion supports the goals and objectives of HalifACT by providing greater ability for area residents to recycle household products.</p> <p>(d) The proposed expansion is aligned with the goals and objectives of Halifax’s Inclusive Economic Strategy as it supports a land use (recycling depot) that is integral to the community in terms of waste management and employment opportunities.</p>
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	(e) No other priority plan has been approved by Regional Council at this time.
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