

North West Community Council
March 17, 2014

TO: Chair and Members of North West Community Council

SUBMITTED BY: Original Signed
Brad Anguish, Director, Community and Recreation Services

DATE: February 26, 2014

SUBJECT: **Case 18850 - Development Agreement for five additional residential units at 145 Walker Avenue, Sackville**

ORIGIN

Application by Eddy Maskine

LEGISLATIVE AUTHORITY

Halifax Regional Municipality 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 provided in Attachment A and schedule a public hearing;
2. Approve the proposed Development Agreement, set out in Attachment A, to permit 5 additional dwelling units in an existing 62 unit multiple unit dwelling at 145 Walker Avenue; 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

Within the subject area of the Sackville Municipal Planning Strategy (MPS), small scale multiple unit dwellings (up to six units) are permitted to be developed as-of-right within the appropriate R-4 (Multiple Unit Dwelling) zone, while larger scale multiple units dwellings (over six units) are to be considered by Council through the development agreement process.

A permit was issued on June 18, 1992 for the construction of a 62 unit multiple unit dwelling at 145 Walker Avenue; occupancy was granted on January 11, 1993. It has recently been identified by the applicant that the multiple unit dwelling has five more units than originally permitted; a total of 67 units rather than the permitted 62 units. The MPS and LUB were amended in 1994 to require multiple unit dwellings to be considered through the development agreement process. Accordingly, the additional units may be considered by development agreement in accordance with Policy UR-8 of the Sackville MPS.

A construction permit application to renovate the 5 units in question has been filed. Both that permit and a Land Use By-law compliance case are pending the outcome of this development agreement application.

Location, Designation, Zoning and Surrounding Land Use:

Subject Property	145 Walker Avenue, Sackville, PID 40586059
Location	Southern side of Walker Avenue, abutting Highway 101
Lot Area	2.32 Acres
Designation	Urban Residential under the Sackville Municipal Planning Strategy Urban Settlement under the Regional Plan (Map 1)
Zoning	Primarily R-4 (Multiple Unit Dwelling Zone), small portion R-1 (Single Unit Dwelling Zone) (Map 2)
Surrounding Uses	Multiple unit dwellings on adjacent properties to north and west, Highway 101 to south, Single Unit Dwellings on Dresden Court to east
Current Use(s)	67 unit multiple unit dwelling (62 legal units and 5 illegal units)

DISCUSSION

Enabling Policy

The subject site is designated Urban Residential under the Sackville MPS and Policy UR-8 (Attachment B) enables the consideration of multiple unit dwellings over six units. The intent of the policy is to provide Council with the opportunity to consider the development of multiple unit dwellings with appropriate regard to such matters as separation from nearby low density development, bulk, height, coverage, landscaping, amenity areas and parking, as well as suitability of local facilities and servicing.

Policy review

When considering the request, an evaluation of the proposal against the relevant policy criteria is required (Attachment B). Staff reviewed the application based on all applicable policies. Specific attention was paid to Policy UR-8, subsection (c), in which site design features such as landscaping, amenity areas, parking areas and driveways, are required to be of adequate size and design to address potential impacts on adjacent development and to provide for the needs of residents of the development. As the five dwelling units have been established for many years, staff is of the opinion that the units will not have an impact on the surrounding community as the units are being accommodated by existing infrastructure and services. Further, there is no aesthetic impact to the area from the five units, as they are already accommodated within the existing building at 145 Walker Avenue.

Building Code

A review of the five units has identified a deficiency in the number of units required within the building to be barrier free and designed to accommodate persons with mobility issues. The development agreement requires the conversion of one of the units to a barrier free design and the occupancy permit for the unit would not be issued until it has been converted to a barrier free design.

Screening of Garbage Container

A policy review identified that the existing garbage containers on the site are not appropriately screened from public view. The proposed agreement requires screening of the garbage containers to take place before occupancy permits can be issued.

North West Planning Advisory Committee

The North West Planning Advisory Committee (NWPAC) reviewed this application on November 6, 2013 and passed a motion in support of the proposed application to legalize the 67-unit building. The Committee also recommends the small portion of the subject property zoned R-1 (Single Unit Dwelling) be rezoned to R-4 (Multiple Unit Dwelling). It is the opinion of staff the rezoning is not necessary as a means to legalize the 67-unit building. Policy UR-8 enables the consideration of the 67-unit multiple unit building by development agreement and not the R-4 (Multiple Unit Dwelling) zone. The report from the PAC will be provided to Community Council under separate cover.

Conclusion

Staff have reviewed the request to permit the five additional dwelling units within the existing multiple unit dwelling at 145 Walker Avenue. Staff advise that the proposed development reasonably carries out the intent of the Sackville MPS and recommend that North West Community Council approve the proposed development as provided in Attachment A.

FINANCIAL IMPLICATIONS

There are no budget implications. The Developer will be responsible for all costs, expenses, liabilities and obligations imposed under or incurred in order to satisfy the terms of this Agreement. The administration of the agreement can be carried out within the approved budget with existing resources.

COMMUNITY ENGAGEMENT

The community engagement process is consistent with the intent of the HRM Community Engagement Strategy.

After consultation with the area Councillor, it was decided to waive the Public Information Meeting due to the minor nature of the application. A public hearing has to be held by Community Council before they can consider approval of a development agreement. Should Community Council decide to proceed with a public hearing on this application, in addition to the published newspaper advertisements, property owners within the notification area shown on Map 2 will be notified of the hearing by regular mail.

The proposed development agreement will have no impact on local residents, businesses, and property owners, as the units have been in existence since 1993.

ENVIRONMENTAL IMPLICATIONS

The proposal meets all relevant environment policies contained in the Sackville Municipal Planning Strategy and Land Use By-law. Please refer to Attachment B of this report for further information.

ALTERNATIVES

1. Council may choose to approve the proposed development agreement, as contained in Attachment A of this report. This is the staff recommendation. A decision of Council to approve this agreement is appealable to the N.S. Utility & Review Board, as per Section 262 of the *HRM Charter*.
2. Council may choose to refuse to approve the amending agreement and, in doing so, must provide reasons why the agreement does not reasonably carry out the intent of the MPS. This is not recommended for the reasons discussed above. A decision of Council to reject this agreement is appealable to the N.S. Utility & Review Board as per Section 262 of the *HRM Charter*.
3. Council may choose to approve the proposed agreement subject to modifications. This may necessitate further negotiations with the applicant.

ATTACHMENTS

Map 1- Generalized Future Land Use


Map 2- Zoning and Notification

Attachment A- Proposed Development Agreement

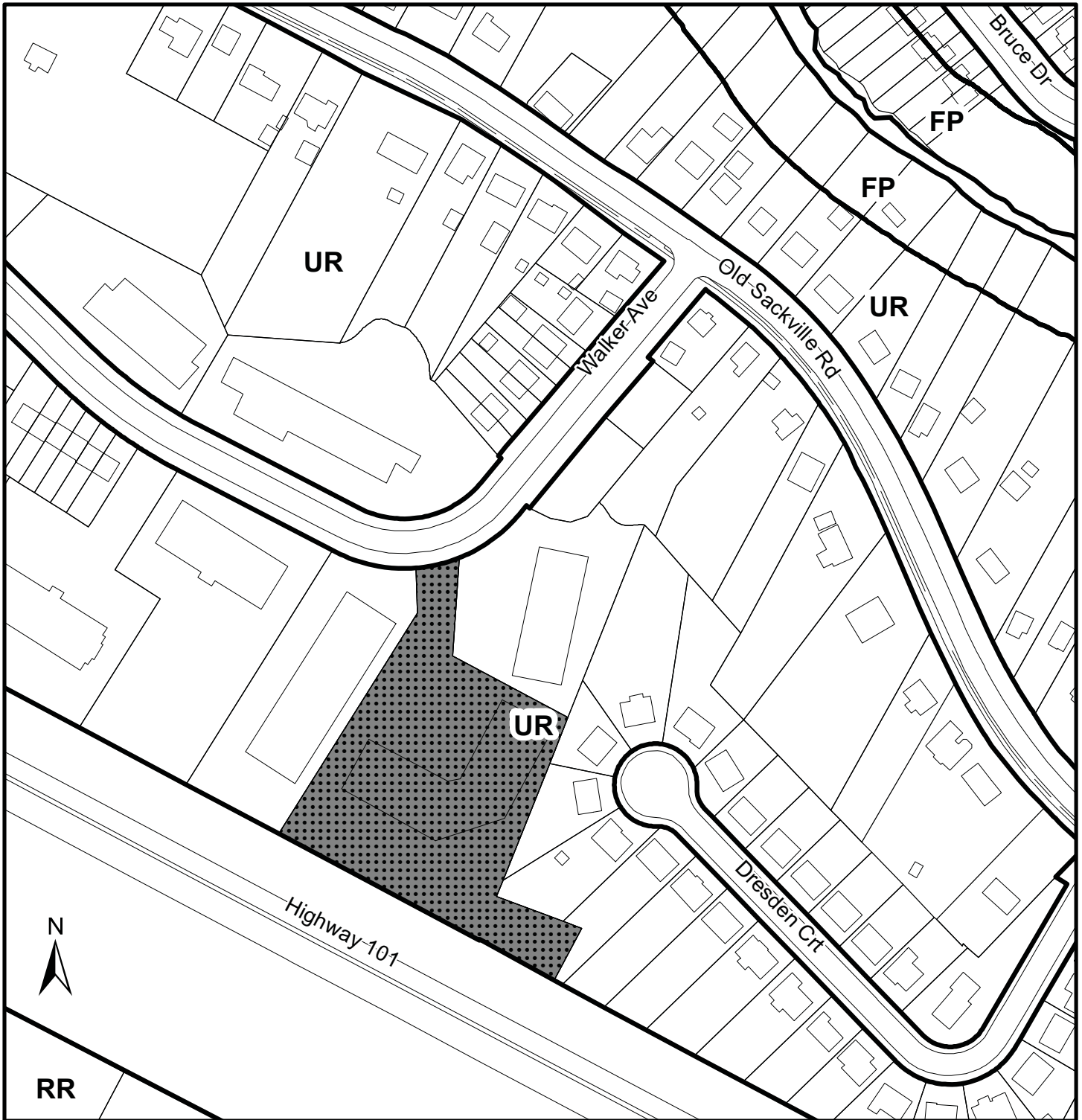
Attachment B- Relevant Policy of the Sackville Municipal Planning Strategy

A copy of this report can be obtained online at <http://www.halifax.ca/commcoun/index.html> then choose the appropriate Community Council and meeting date, or by contacting the Office of the Municipal Clerk at 490-4210, or Fax 490-4208.

Report Prepared by: Erin MacIntyre, Planner 1, Development Approvals, 490-6704

Original Signed 


Report Approved by: 
Kelly Denty, Manager, Development Approvals, 490-4800



Map 1 - Generalized Future Land Use

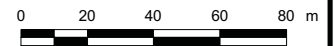
145 Walker Ave.,
Sackville



 Area of Proposed
Development Agreement

Designation

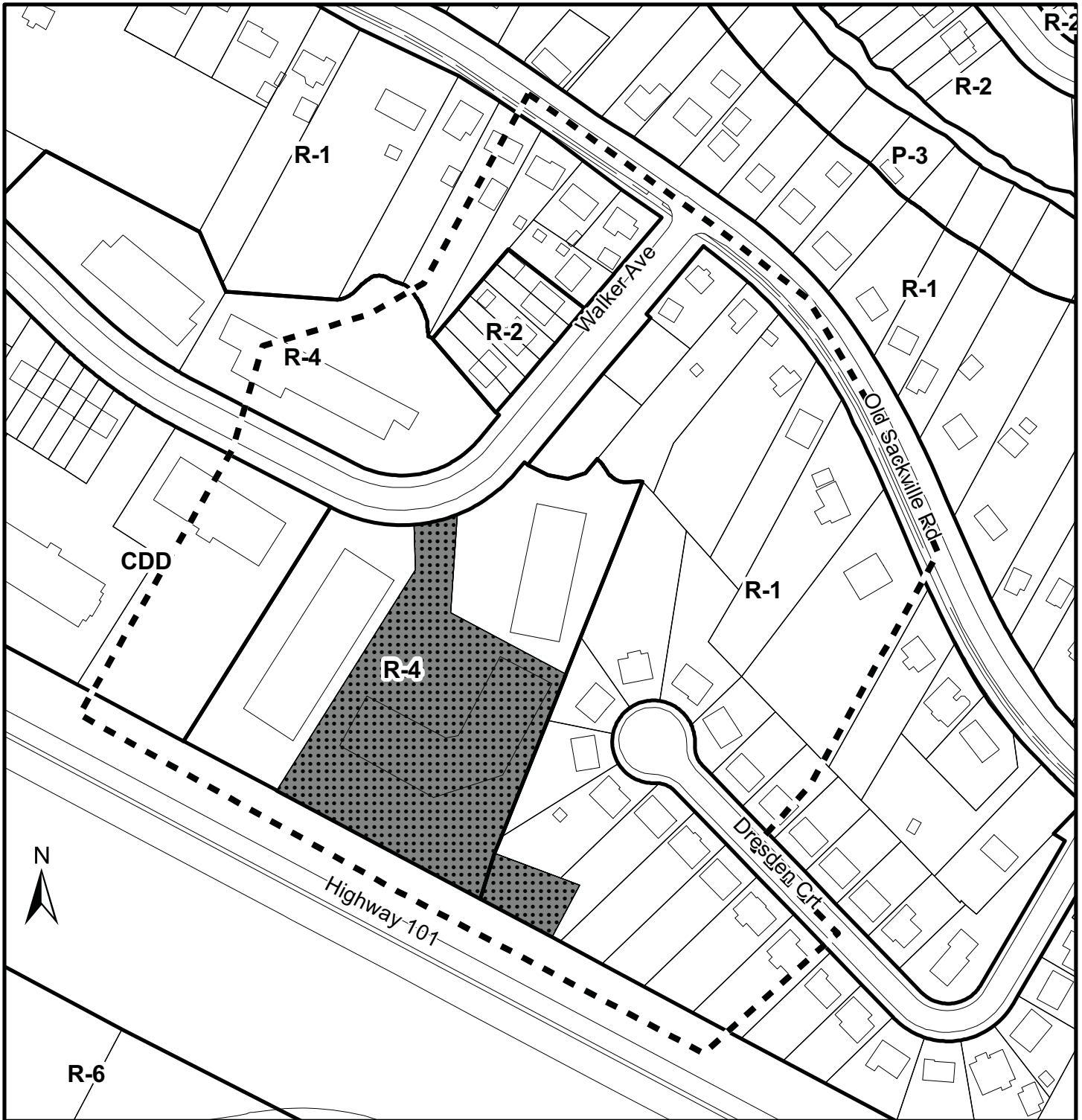
- UR Urban Residential
- RR Rural Residential
- FP Floodplain



This map is an unofficial reproduction of a portion of the Generalized Future Land Use Map for the plan area indicated.

HRM does not guarantee the accuracy of any representation on this plan.



Sackville Plan Area



Map 2 - Zoning and Notification

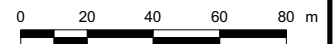
145 Walker Ave.,
Sackville



-  Area of Proposed Development Agreement
-  Area of Notification

Zone

- R-1 Single Unit Dwelling
- R-2 Two Unit Dwelling
- R-4 Multiple Unit Dwelling
- R-6 Rural Residential
- P-3 Floodplain
- CDD Comprehensive Development District



This map is an unofficial reproduction of a portion of the Zoning Map for the plan area indicated.

HRM does not guarantee the accuracy of any representation on this plan.

Sackville Plan Area

**Attachment A:
Proposed Development Agreement**

THIS AGREEMENT made this day of **[Insert Month]**, 2014,

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 145 Walker Avenue, 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 5 additional dwelling units within an existing 62 unit multiple unit dwelling on the Lands pursuant to the provisions of the *Halifax Regional Municipality Charter* and pursuant to Policy UR-8 of the Sackville Municipal Planning Strategy and Section 3.6 (vii) of the Land Use By-law for Sackville;

AND WHEREAS the North West Community Council for the Municipality approved this request at a meeting held on **[Insert - Date]**, referenced as Municipal Case 18550;

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

PART 1: GENERAL REQUIREMENTS AND ADMINISTRATION

1.1 Applicability of Agreement

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

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

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

1.3 Applicability of Other By-laws, Statutes and Regulations

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

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

1.4 Conflict

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

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

1.5 Costs, Expenses, Liabilities and Obligations

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

1.6 Provisions Severable

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

PART 2: DEFINITIONS

2.1 Words Not Defined under this Agreement

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

PART 3: USE OF LANDS, SUBDIVISION AND DEVELOPMENT PROVISIONS

3.1 Schedules

The Developer shall develop the Lands in a manner, which, in the opinion of the Development Officer, conforms with the following Schedules attached to this Agreement and filed in the Halifax Regional Municipality as Case Number 18850:

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

3.2 Requirements Prior to Approval

3.2.1 Prior to the issuance of an Occupancy Permit, the Developer shall provide the following to the Development Officer, unless otherwise permitted by the Development Officer:

(a) confirmation that one unit has been converted to a barrier-free design, in accordance with Section 3.5.1 of this Agreement; and

(b) confirmation that screening of the refuse container has been completed in accordance with Section 3.10.1 of the Agreement.

3.2.2 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 67 unit multiple unit dwelling, subject to the requirements of this agreement;
- (b) any uses permitted within the existing zone applied to the Lands subject to the provisions contained within the Land Use By-law for Sackville as amended from time to time.

3.3.2 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 Land Use Bylaw for Sackville, as amended from time to time.

3.4 Barrier Free Unit

3.4.1 One unit shall be constructed with barrier free design. The design of the barrier free unit shall meet the requirements of the Building Official.

3.5 Parking, Circulation and Access

3.5.1 The parking area shall be sited as shown on Schedule B. The parking area shall maintain setbacks from the property lines as shown on the plan.

3.5.2 The parking area shall provide a minimum of 99 standard parking spaces and 3 barrier-free parking spaces.

3.5.3 The parking area shall be hard surfaced.

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

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.

3.7 Maintenance

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

3.8 Signs

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

3.9 Screening

- 3.9.1 Exterior refuse containers shall be located according to Schedule B, and shall be fully screened from adjacent properties and from streets by means of opaque fencing or masonry walls with suitable landscaping.

PART 4: AMENDMENTS

4.1 Non-Substantive Amendments

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

- (a) The granting of an extension to the date of commencement of construction as identified in Section 7.3.1 of this Agreement;
- (b) The length of time for the completion of the development as identified in Section 7.5.1 of this Agreement;

4.2 Substantive Amendments

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

PART 5: REGISTRATION, EFFECT OF CONVEYANCES AND DISCHARGE

5.1 Registration

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

5.2 Subsequent Owners

- 5.2.1 This Agreement shall be binding upon the parties hereto, their heirs, successors, assigns, mortgagees, lessees and all subsequent owners, and shall run with the Lands which are the subject of this Agreement until this Agreement is discharged by Council.
- 5.2.2 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).

5.3 Commencement of Development

- 5.3.1 In the event that development on the Lands has not commenced within one year from the date of registration of this Agreement at the Registry of Deeds or Land Registry Office, as indicated herein, the 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.
- 5.3.2 For the purpose of this section, commencement of development shall mean issuance of a Construction Permit.
- 5.3.3 For the purpose of this section, Council may consider granting an extension of the commencement of development time period through a resolution under Section 6.1, if the Municipality receives a written request from the Developer at least sixty (60) calendar days prior to the expiry of the commencement of development time period.

5.4 Completion of Development

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

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

5.5 Discharge of Agreement

- 5.5.1 If the Developer fails to complete the development after one and a half years from the date of registration of this Agreement at the Registry of Deeds or Land Registration Office Council may review this Agreement, in whole or in part, and may:
- (a) retain the Agreement in its present form;
 - (b) negotiate a new Agreement; or
 - (c) discharge this Agreement.

PART 6: ENFORCEMENT AND RIGHTS AND REMEDIES ON DEFAULT

6.1 Enforcement

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

6.2 Failure to Comply

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

WITNESS that this Agreement, made in triplicate, was properly executed by the respective Parties on this _____ day of _____, 2014.

SIGNED, SEALED AND DELIVERED
in the presence of:

[INSERT NAME HERE]

Per: _____

=====

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

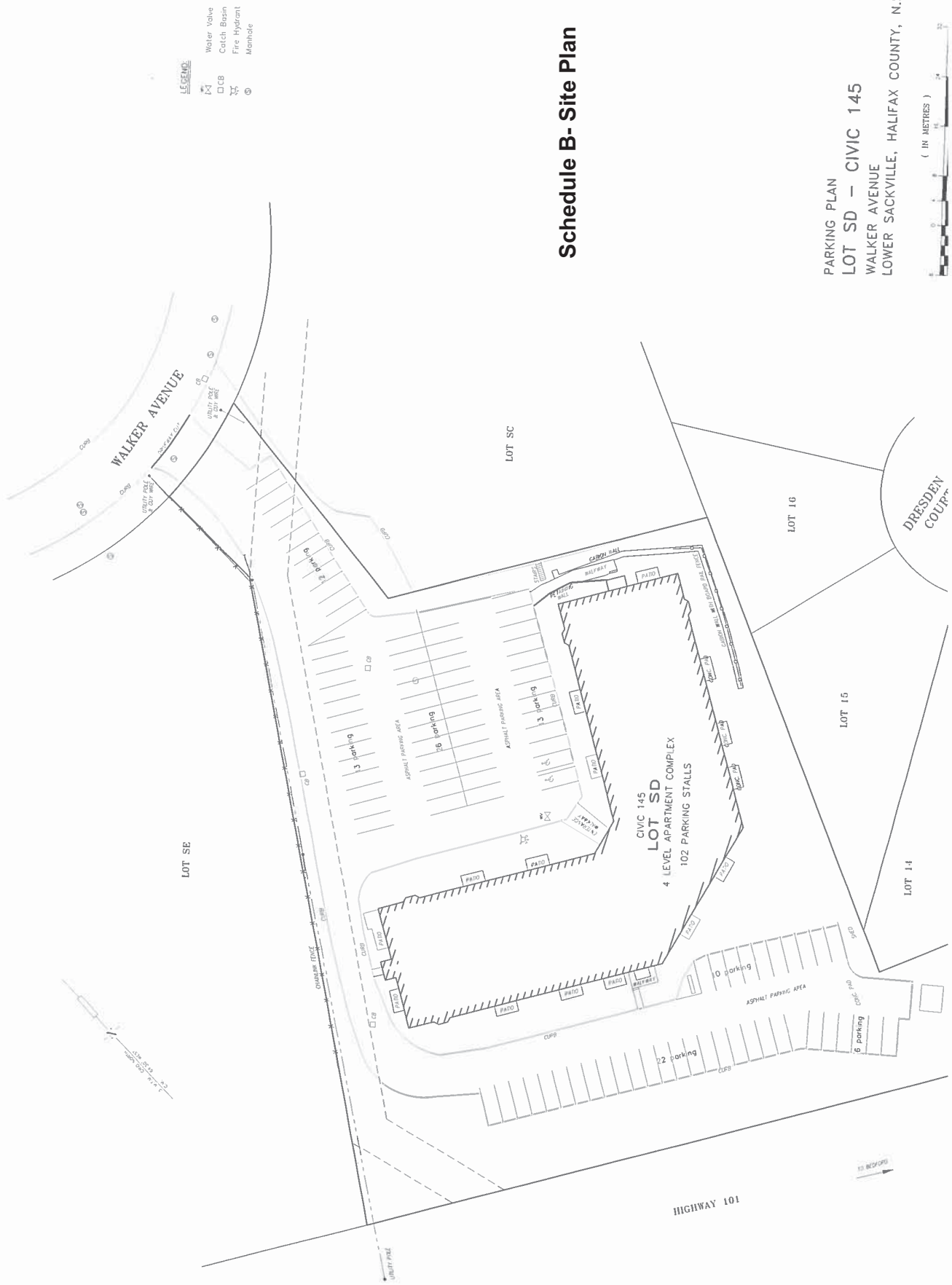
**HALIFAX REGIONAL
MUNICIPALITY**

Per: _____

Mayor

Per: _____

Municipal Clerk



LEGEND

- Water Valve
- Catch Basin
- Fire Hydrant
- Manhole

Schedule B- Site Plan

PARKING PLAN
LOT SD – CIVIC 145
 WALKER AVENUE
 LOWER SACKVILLE, HALIFAX COUNTY, N.S.



Attachment B- Relevant Policy of the Sackville Municipal Planning Strategy

UR-8 Notwithstanding Policies UR-2 and UR-7, within the Urban Residential Designation, it shall be the intention of Council to consider multiple unit dwellings over six (6) dwelling units, according to the development agreement provisions of the Planning Act. In considering such an agreement, Council shall have regard to the following:

(a) the adequacy of separation distances from low density residential developments;	- no addition to the building as a result of this proposal
(b) that the height, bulk, lot coverage and appearance of any building is compatible with adjacent land uses	- no addition to the building as a result of this proposal
(c) that site design features, including landscaping, amenity areas, parking areas and driveways, are of an adequate size and design to address potential impacts on adjacent development and to provide for the needs of residential of the development;	- landscaping and amenity areas exceed minimums required by the Land Use By-law. Parking is deemed to be acceptable, given that the site is within walking distance of the Transit Terminal and there have been no parking availability issues and the units have been in existence for 20 years.
(d) preference for a site in close proximity to community facilities such as schools, recreation areas and transit routes;	- N/A; existing developed site
(e) that municipal central services are available and capable of supporting the development;	HRWC review revealed no issues with servicing.
(f) that appropriate controls are established to address environmental concerns, including stormwater controls, based on a report from the appropriate Municipal, Provincial, and/or Federal Government authority;	- N/A; existing developed site
(g) that the proposed development has direct access to a local street, minor collector or major collector as defined in Map 3 - Transportation;	- the proposed development has direct access to Walker Avenue (local street)
(h) that it is not being considered on lands which are presently zoned and developed for either single or two unit dwelling purposes nor where it is intended to replace a single or two unit dwelling which has been demolished, removed or destroyed by fire;	- not applicable
(i) the impact on traffic circulation and, in particular, sighting distances and entrances and exits to the site;	HRM Engineering review revealed no issues with traffic circulation, sighting distances, etc.
(j) general maintenance of the development; and	- existing building, no issues identified
(k) the provisions of Policy IM-13.	See below

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

<p>(a) that the proposal is in conformity with the intent of this planning strategy and with the requirements of all other municipal by-laws and regulations;</p>	<p>- proposal conforms to MPS intent and all other relevant by-law requirements</p>
<p>(b) that the proposal is not premature or inappropriate by reason of:</p> <ul style="list-style-type: none"> (i) the financial capability of the Municipality to absorb any costs relating to the development; (ii) the adequacy of sewer and water services; (iii) the adequacy or proximity of school, recreation and other community facilities (iv) the adequacy of road networks leading or adjacent to, or within the development (v) the potential for damage to or for destruction of designated historic buildings and sites 	<ul style="list-style-type: none"> - No cost to Municipality resulting from the proposal - HRWC review revealed no issues with servicing - local community facilities deemed acceptable, as the five additional units have been in existence for 20 years - HRM Engineering review revealed no issues with local road network - no historic buildings affected by the proposal
<p>(c) that controls are placed on the proposed development so as to reduce conflict with any adjacent or nearby land uses by reason of:</p> <ul style="list-style-type: none"> (i) type of use; (ii) height, bulk and lot coverage of any proposed building; (iii) traffic generation, access to and egress from the site, and parking; (iv) open storage; (v) signs; and (vi) any other relevant matter of planning concern. 	<ul style="list-style-type: none"> - no change in type of use - no addition to the building as a result of this proposal - HRM Engineering review revealed no issues with traffic circulation, sighting distances, parking is deemed to be acceptable, given that the site is within walking distance of the Transit Terminal and there have been no parking availability issues and the units have been in existence for 20 years. - no open storage proposed - no additional signage proposed
<p>(d) that the proposed site is suitable in terms of steepness of grades, soil and geological conditions, locations of watercourses, potable water supplies, marshes or bogs and susceptibility to flooding;</p>	<p>- N/A; existing developed site</p>
<p>(e) any other relevant matter of planning concern; and</p>	<p>- no additional planning concerns</p>
<p>(f) Within any designation, where a holding zone has been established pursuant to AInfrastructure Charges - Policy IC-6", Subdivision Approval shall be subject to the provisions of the Subdivision By-law respecting the maximum number of lots</p>	<p>- not applicable</p>

created per year, except in accordance with the development agreement provisions of the MGA and the Infrastructure Charges Policies of this MPS.

