



P.O. Box 1749  
Halifax, Nova Scotia  
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**Item No. 10.1.1**  
**Halifax and West Community Council**  
**June 26, 2014**

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

Original Signed

**SUBMITTED BY:** \_\_\_\_\_  
Brad Anguish, Director of Community and Recreation Services

**DATE:** June 10, 2014

**SUBJECT:** **Case 17491: Development Agreement Amendment for 2894 St. Margarets Bay Road, Timberlea**

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**SUPPLEMENTARY REPORT**

**ORIGIN**

- Application by Bay Self Storage Ltd.
- April 15, 2014 approved by Regional Council of an amendment to the Timberlea/Lakeside/Beechville Municipal Planning Strategy and Land Use By-law to allow an expansion of the existing self-storage use by adding an outdoor commercial vehicle storage area in the R-1 (Single Unit Dwelling) Zone at 2894 St. Margarets Bay Road, Timberlea.

**LEGISLATIVE AUTHORITY**

*Halifax Regional Municipality Charter, Part VIII, Planning & Development*

**RECOMMENDATION**

It is recommended that Halifax and West Community Council:

1. Approve the proposed development agreement as contained in Attachment A of this report, and;
2. Require the amending 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/DISCUSSION**

On April 15, 2014, Regional Council held a joint public hearing with Halifax and West Community Council (HWCC) to consider amendments to the Timberlea/Lakeside/Beechville Municipal Planning Strategy (MPS) and Land Use By-law (LUB) and the existing development agreement for 2894 St. Margarets Bay Road, Timberlea. At this public hearing, Regional Council approved amendments to the Timberlea/Lakeside/Beechville MPS and LUB enabling the expansion of the existing self-storage use by adding an outdoor commercial vehicle storage area in the R-1 (Single Unit Dwelling) Zone at 2894 St. Margarets Bay Road, Timberlea. This expansion may be considered through amendments to the existing development agreement.

Subsequent to the public hearing, the province has reviewed the amendments to Timberlea/Lakeside/Beechville MPS to ensure compliance with Provincial requirements. As noted in the February 21, 2014 staff report, Community Council could not make a decision on the proposed amending development agreement until the MPS and LUB amendments became effective. As the MPS and LUB amendments became effective on June 14, 2014, and Community Council is now in a position to consider the proposed development agreement as contained in Attachment A of this report.

## **FINANCIAL IMPLICATIONS**

There are no financial 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 2014/15 budget with existing resources.

## **COMMUNITY ENGAGEMENT**

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

The level of community engagement was consultation, achieved through a Public Information Meeting held on November 28, 2012 and a Public Hearing on April 15, 2014.

Notices of the public information meeting and public hearing were posted on the HRM website, in the newspaper and mailed to property owners within the notification area shown on Map 2 of the February 3, 2014 staff report.

## **ENVIRONMENTAL IMPLICATIONS**

No implications have been identified.

### **ALTERNATIVES**

1. Halifax and West Community Council may choose to propose modifications to the proposed development agreement. Such modifications may require further negotiations with the Developer, and may require a supplementary report and/or an additional public hearing.
2. Halifax and West Community Council may choose to refuse the proposed development agreement. Pursuant to the *Halifax Regional Municipality Charter*, Council must provide reasons for this refusal based on the policies 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**

Attachment A: Proposed Amending Development Agreement

Staff Report:

<http://www.halifax.ca/council/agendasc/documents/140304ca1121.PDF>

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A copy of this report can be obtained online at <http://www.halifax.ca/commcoun/cc.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: Shayne Vipond, Senior Planner, Development Approvals, 490-4335

Original Signed

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

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**Attachment A:**  
**Amending Development Agreement**

THIS AMENDING AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2013,

BETWEEN:

**[INSERT NAME OF CORPORATION/BUSINESS]**

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 2894 St. Margaret’s Bay Road, (LOT D-11D), Timberlea, and which said lands are more particularly described in Schedule A hereto (hereinafter called the “Lands”);

AND WHEREAS the Western Region Community Council of Halifax Regional Municipality, approved an application by the Developer to enter into a Development Agreement, Agreement to allow for a self-storage facility development on the Lands (Municipal Case Number 00589), which said Development Agreement was registered at the Registry of Deeds in Halifax as Document Number 84169821 (hereinafter the “Existing Agreement”);

AND WHEREAS the Developer has requested an amendment to the provisions of the Existing Agreement to permit a further expansion of an existing self- storage facility on the lands subject to the registered owner of the lands described herein entering into this agreement;

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

The Existing Agreement is amended as follows:

1. Remove “Schedule “A” from the Existing Agreement and replace it with “Schedule A” in this Amending Agreement.
2. By adding a new “Part 2A Definitions Specific to this Agreement” immediately after section “PART 2: USE OF LANDS AND DEVELOPMENT PROVISIONS” as follows:

“2.A Definitions Specific to this Agreement

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

- (a) “Commercial Vehicle Storage Area” means the outdoor parking or storage of commercial vehicles and recreational vehicles as shown on Schedule D.
  - (b) “Recreational Vehicle” means a transportable conveyance intended as a temporary accommodation for travel, vacation or recreational use and includes travel trailers, motorized homes, slide-in campers, chassis mounted campers, boats, all-terrain vehicles, snowmobiles and tent trailers, but does not include manufactured housing.
- 3. In Part 2.1 “Schedule of Lands” replacing “Schedule A Legal Description of the Lands” with a new “Schedule A Legal Description of the Lands”
  - 4. In Part 2.1 “Schedule of Lands” adding the following new subsection immediately following “Schedule C Lot Consolidation Plan (0004)”:  
  
“Schedule D Commercial Vehicle Storage Area”
  - 5. In Part 2.2(g) adding the words “and Schedule D” immediately following the words “Schedule B”.
  - 6. By adding a new “Part 2.4.A Requirements Prior to Work” immediately following Part 2.4 as follows:
    - “1. Obtain the necessary permits for all required serving work, including but not limited to a Streets and Services Permit and Top Soil Removal Permit.”
  - 7. By deleting in Part 2.5 immediately following Subsection 1. the following:
    - “2. The Developer shall ensure that no surface drainage from the lot flows onto St. Margaret’s Bay Road.
    - 3. The storm drainage outlet to Block 1 of T. A. Products Limited is approved provided ownership of Block 1 is under the same ownership as the proposed development. Any conveyance of the western property, Block 1, shall be subject to provision of a service easement for the storm drainage outlet.”
  - 8. By adding a new “Part 2.5.A Environmental Protection Measures” immediately following “Part 2.5 Services” as follows:
    - “1. Prior to the issuance of a Development Permit for the Vehicle Storage Area, the Developer shall provide the Development Officer with a Stormwater Management Plan prepared and endorsed by a professional engineer.

2. Further to the aforementioned section at the time of the issuance of a Development Permit the Developer shall provide to the Development Officer with certification from a qualified professional engineer that the Developer has complied with the required Stormwater Management Plan as required by this Agreement.
3. Prior to the commencement of any site works on the lands identified in Schedule D Commercial Vehicle Storage Area, including earth movement, tree removal, paving the developer shall provide the Development Officer with a Stormwater Management Plan prepared and endorsed by a professional engineer.
- 3) The Developer shall ensure that no surface drainage from the lot flows onto St. Margaret's Bay Road.
- 4) The storm drainage outlet to Block 1 of T. A. Products Limited is approved provided ownership of Block 1 is under the same ownership as the proposed development. Any conveyance of the western property, Block 1, shall be subject to provision of a service easement for the storm drainage outlet."
9. By adding a new "Part 2.6.A Commercial Vehicle Storage Area" immediately following Part 2.6 as follows:  
  
"2.6.A Commercial Vehicle Storage Area  
  
(a) Area dimensions in accordance with Schedule D.
10. This Amending Agreement shall be binding upon the Parties hereto and their heirs, successors and assigns.

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 Registered Owner Name)**

\_\_\_\_\_  
Witness

Per: \_\_\_\_\_

**HALIFAX REGIONAL MUNICIPALITY**

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

\_\_\_\_\_  
Witness

Per: \_\_\_\_\_  
MAYOR

\_\_\_\_\_  
Witness

Per: \_\_\_\_\_  
MUNICIPAL CLERK

