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Item No. 14.1.1
North West Community Council
May 11, 2026

TO:	Chair and Members of North West Community Council
FROM:	Erin MacIntyre, Acting Executive Director of Planning and Development
DATE:	April 2, 2026
SUBJECT:	**PLANAPP 2025-01005: Development Agreement to allow for a commercial recreation use, expansion of the Musquodoboit Valley Rifle and Revolver Club (MVRRC) at 1000 Glenmore Road, onto PID 00539791, Glenmore**

ORIGIN

Application by Sunrose Land Use Consulting.

EXECUTIVE SUMMARY

This report recommends approval of a development agreement to allow the expansion of an existing commercial recreation use onto lands located off Glenmore Road in Glenmore (PID 00539791). The proposed development consists of the expansion of the existing Musquodoboit Valley Rifle and Revolver Club (MVRRC) located at 1000 Glenmore Road onto the subject property, located south of the existing rifle range (PID 00539791). The proposed expansion includes new rifle ranges as well as supporting accessory uses such as staging areas, triage areas, specialty and law enforcement-related training ranges as well as training programs such as search and rescue. Policies MU-5 and IM-10 of the Musquodoboit Valley/Dutch Settlement Municipal Planning Strategy allow for the consideration of this proposed expansion by way of a development agreement. Staff recommend North West Community Council approve the proposed development agreement.

RECOMMENDATION

It is recommended that the North West Community Council:

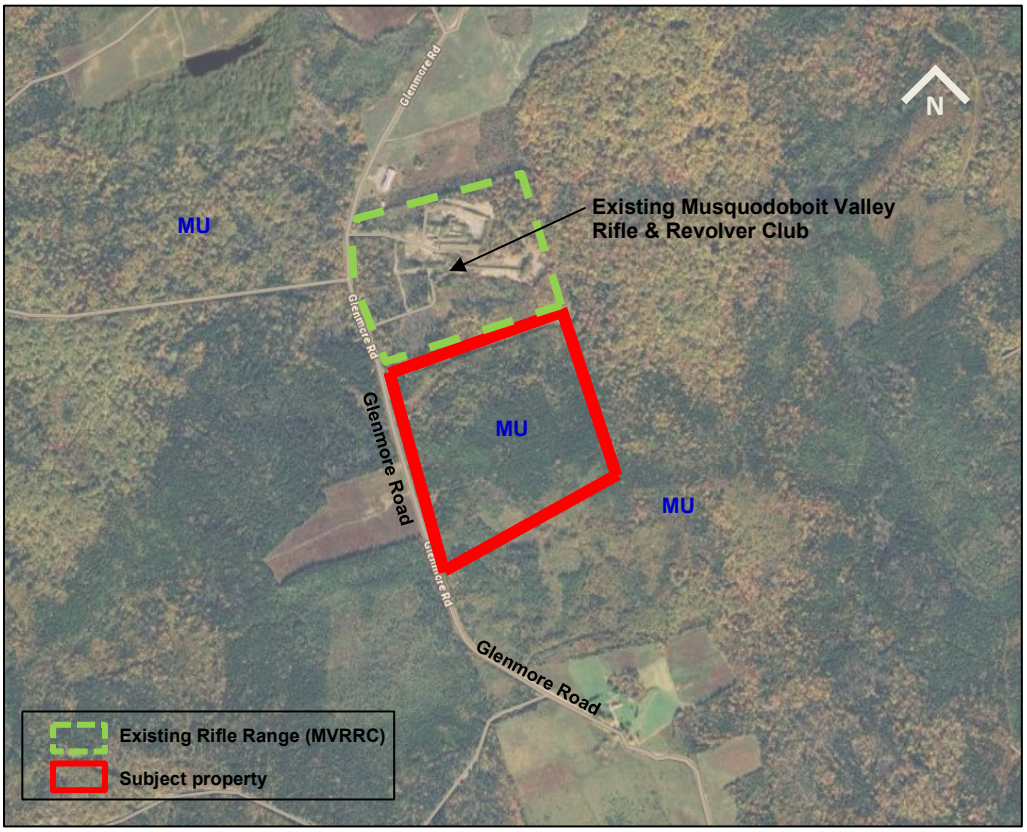
1. Give notice of motion to consider the proposed development agreement as set out in Attachment A, to permit the expansion of an existing commercial recreation use. Specifically, the expansion of the Musquodoboit Valley Rifle and Revolver Club (MVRRC) at 1000 Glenmore Road onto the adjacent property, PID 00539791, 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 240 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

Sunrose Land Use Consulting, on behalf of the Musquodoboit Valley Rifle and Revolver Club (MVRRC), has requested to enter into a development agreement to allow for the expansion of the existing Rifle and Revolver Club located at 1000 Glenmore Road, in Glenmore. The proposed expansion, onto the adjacent lot (PID 00539791), is intended to provide additional training facilities for the Halifax Regional Police (HRP). The proposed expansion includes uses and structures such as a staging area, a triage area, specialty/law enforcement rifle ranges as well as training areas for specialized outdoor training environments, for programs such as search and rescue, obstacle courses, K9 training, and bomb disposal.

A rifle range is defined as a "commercial recreation" land use under the Musquodoboit Valley/Dutch Settlement Municipal Planning Strategy (MPS) and Land Use By-law (LUB). Commercial recreation is defined as "*a building or lot or part of a building or lot used solely for commercial recreation or sport purposes and without limiting the generality of the foregoing, may include animal or vehicle racing tracks, rifle ranges, golf courses, miniature golf courses, amusement parks and centres, campgrounds, and drive-in theatres and may include any use which is accessory to the foregoing.*"

The subject property is currently vacant land, located along Glenmore Road in Glenmore, which is designated Mixed Use (MU) and zoned Mixed Use (MU). This form of development is enabled on the subject property by a development agreement under Policies MU-5 and IM-10 of the Musquodoboit Valley/Dutch Settlement Municipal Planning Strategy (MPS).



Source: HRM Mapping

Subject Site	Existing facility located at PID 41239245 (1000 Glenmore Road) and the proposed expansion is on PID 00539791, adjacent to 1000 Glenmore Road, Glenmore
Location	Located along Glenmore Road, adjacent to the Musquodoboit

	Valley Rifle and Revolver Club (MVRRC) at 1000 Glenmore Road, north of the Glenmore Road and Coopers Corner Road intersection
Regional Plan Designation	AG (Agriculture)
Community Plan Designation (Map 1)	MU (Mixed Use) under the Musquodoboit Valley/Dutch Settlement Municipal Planning Strategy
Zoning (Map 2)	MU (Mixed Use) under the Musquodoboit Valley/Dutch Settlement Land Use By-law
Size of Site	21.8 hectares (54 acres)
Street Frontage	Approximately 530 metres (1738.8 feet) on Glenmore Road
Current Land Use(s)	Vacant / undeveloped land
Surrounding Use(s)	• North - the Musquodoboit Valley Rifle and Revolver Club (MVRRC) • South – residential (single-unit dwelling) • East and West – vacant / undeveloped lands

Proposal Details
The applicant has requested to enter into a development agreement to allow for the expansion of the existing Musquodoboit Valley Rifle and Revolver Club (MVRRC) at 1000 Glenmore Road in Glenmore onto the subject property (PID 00539791), which is adjacent to the southern boundary of MVRRC. The proposed expansion is intended to support specialized training functions, including law enforcement and training programs. This proposal is being considered as a commercial recreation use under Policies MU-5 and IM-10 of the Musquodoboit Valley/Dutch Settlement Municipal Planning Strategy and Section 3.16(a)(ii) of the Musquodoboit Valley/Dutch Settlement Land Use By-law. The major aspects of this proposal are as follows:

- Rifle ranges and accessory uses such as staging areas, triage areas, specialty/law enforcement ranges, and training programs like search and rescue, obstacle courses, K9 training, and bomb disposal training;
- Accessory buildings and structures for uses such as classrooms, washroom facilities, storage facilities;
- Gravel-surfaced and unpaved parking areas; and
- Access to the proposed facility via new driveways from Glenmore Road.

Enabling Policy and LUB Context
The subject property is designated Mixed Use (MU) under the Musquodoboit Valley/Dutch Settlement Municipal Planning Strategy (MPS) and zoned Mixed Use (MU) under the Musquodoboit Valley/Dutch Settlement Land Use By-law (LUB). The Mixed Use zone permits a range of residential, commercial, and resource-related uses intended to support rural communities. The Mixed Use Designation is intended to support the traditional mix of residential, home business, commercial, and resource uses that have characterized the Musquodoboit Valley/Dutch Settlement area, while allowing for the integration of additional commercial uses where appropriate. The existing Musquodoboit Valley Rifle and Revolver Club (MVRRC) at 1000 Glenmore Road is an existing non-conforming use that has been in operation since 1989.

The proposed development is enabled by Policy MU-5 and IM-10 of the Musquodoboit Valley/Dutch Settlement MPS through a development agreement, allowing for the expansion of the existing Musquodoboit Valley Rifle and Revolver Club (MVRRC) onto the abutting subject property as a commercial recreation use. The intent of this policy is to ensure that commercial recreation uses are appropriately located and regulated to address potential impacts on the surrounding land use through site-specific controls.

DISCUSSION

Staff have reviewed the proposal relative to all relevant policies and advise that the proposal satisfies the applicable policies through the provisions of the proposed development agreement and is reasonably

consistent with the intent of MPS and LUB for Musquodoboit Valley/Dutch Settlement. Attachment B provides an evaluation of the proposed development in relation to the relevant MPS policies.

Proposed Development Agreement
Attachment A contains the proposed development agreement and sets out the provisions under which the development may proceed. The proposed development agreement enables Council to consider the expansion of an existing rifle range as a commercial recreation use on the property within the Mixed Use designation, subject to compliance with the applicable policies of the Musquodoboit Valley/Dutch Settlement MPS.

The expansion of the existing Rifle and Revolver Club is intended, in part, to support additional training activities associated with public safety speciality/law enforcement agencies, such as Halifax Regional Police (HRP), which require specialized outdoor training environments. Commercial recreation uses of this nature have the potential to affect nearby residential or community facility development, generating concerns related to noise, traffic, and operational characteristics, particularly within a rural context. As such, the Municipal Planning Strategy directs that these uses be considered through a development agreement, provided consideration is given of the natural environment, and appropriate controls to minimize potential impacts such as noise, traffic, lighting, and visual effects on the surrounding areas are considered.

The proposed development agreement addresses the following matters:

- enables the expansion of the existing facility onto the subject property (PID 00539791), creating flexibility for operational needs by not identifying a detailed site plan;
- allows accessory buildings and structures supporting the proposed expansion which will be required to comply with the requirements of the proposed development agreement and Land Use By-law;
- allow for accessory uses and training-related activities associated with the rifle ranges (e.g., staging area, triage area, specialty/law enforcement training, search and rescue activities, obstacle courses, K9 training, and bomb disposal training);
- requires a substantial non-disturbance area on the site to provide buffering and manage potential impacts on adjacent lands; and
- Requires controls related to parking, access, outdoor lighting, screening, signage, hours of operation, and site maintenance to manage potential land use conflicts.

Non-Disturbance Setback
Policy MU-5 (d), states '…*any rifle or gun ranges, amusement parks, vehicle or animal racing tracks shall not be located within one thousand three hundred and twenty (1,320) feet of the nearest residence'.* The proposed development agreement establishes a site non-disturbance area to address this policy criteria. This non-disturbance area effectively separates the proposed expansion by a distance of 402.3 metres (1,320 feet) from the nearest residential dwelling. Within the non-disturbance area, natural vegetation is to be retained, and no development or landscaping is permitted. This is anticipated to support the mitigation of potential noise and the visual impacts associated with the proposed use. The nearest residential dwelling is located approximately 343 metres (1,125 feet) from the nearest southern boundary of the subject site, with an intervening parcel located between the subject site and the residential property. Compliance with the required minimum separation distance will be confirmed and demonstrated on plans at the permitting stage, which must meet or exceed the minimum distance of 402.3 metres (1,320 feet).

Traffic and Site Access
Policy MU-5(c) requires consideration of '…*the impact of the proposed use on the existing road network in terms of traffic generation and vehicular and pedestrian safety*'. This proposal represents an expansion of the existing Rifle Range (MVRRC) onto the subject property. The proposal may include a new driveway that would access the facility via Glenmore Road, a provincially owned and maintained road. Nova Scotia Department of Public Works (NSPW) is the approval authority for access and traffic matters within the provincial road and NSPW reviewed the proposal and determined that a Traffic Impact Statement (TIS) was not required in support of consideration of the development agreement. NSPW has indicated that any

approvals related to work within the provincial right-of-way will be required at permitting stage, before any site work begins.

Minimizing the Impacts on Nearby Land Uses
The proposed expansion to the existing a rifle range is not considered a low-impact use, in terms of noise and operational characteristics. In this context, the proposed development agreement places requirements that will manage the potential adverse impacts on the surrounding land uses. Specifically:

- Establishing a minimum setback of 402.3 metres (1,320 feet) to the nearest residence through a site non-disturbance area;
- Hours of operation and deliveries to the development and the collection of refuse and recyclables; and
- Provisions related to maintenance requirements and outdoor lighting.

Collectively, the proposed development agreement is reasonably consistent with the intent of Policy MU-5 and addresses relevant implementation considerations of the Policy IM-10 by ensuring that the use is appropriately sited and regulated to support the rural character of the area.

Signing Period and Purchase and Sale
Pending Community Council's approval of the proposed development agreement, the developer intends to buy the subject site (PID 00539791) to expand the Musquodoboit Valley Rifle and Revolver Club (MVRRC). The developer is not currently the owner of the subject site but has received authorization from the current property owner to proceed through the planning application process with HRM. To allow the developer sufficient time to complete the purchase and sale of the subject site, staff are recommending extending the signing period for the agreement following a Council approval and completion of the required appeal period. While normally agreements are required to be signed within 120 days, staff recommend doubling this time period to 240 days. This extension would have no impact on the development rights held within the agreement, and the agreement could be executed in a shorter period of time if the situation permits.

Priorities Plans
In accordance with Policy G-14A of the Halifax Regional Plan, staff considered the objectives, policies, and actions of the priority plans, inclusive of the Integrated Mobility Plan, the Halifax Green Network Plan, HalifACT, and Halifax's Inclusive Economic Strategy 2022-2027, in making its recommendation to Council.

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 MPS. The subject property will operate as a commercial recreation use, including the rifle range associated with the accessory uses to support the recreational and training shooting activities. The proposed development is controlled through the provisions of the proposed development agreement to reduce the adverse impacts on the surrounding land uses. Therefore, the 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 2026-2027 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. Regulatory and Appeals Board. Information concerning risks and other implications of adopting the proposed development agreement are contained within the Discussion section of this report.

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 19 letters were mailed to property owners and tenants within the notification area (Map 2). The HRM website received a total of 429 unique pageviews over the course of the application, with an average time on the page of 158 seconds. Staff received four responses from the public, three of which are supportive of the rifle range expansion. Below are the concerns mentioned in an email received from one neighbour:

- **Traffic Concerns**: Concern that the change of use on this site would increase traffic and the effect this might have on the condition of the road.
- **Excessive noise**: Concern about excessive noise from rifle range activities.
- **Quality of life and property values**: Concern that the expansion could have a negative effect on quality of life and decrease property values.
- **Groundwater impacts**: Concern was raised about potential groundwater impacts.
- **Support of the application**: Support was provided as the expansion supports local business and thought public safety may improve due to the additional law enforcement personnel being in the area.

A public hearing must be held by the North West Community Council before it can consider approval of the proposed development agreement. Should North West 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.

ENVIRONMENTAL IMPLICATIONS

No additional concerns have been identified.

LEGISLATIVE AUTHORITY

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

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 the proposed development agreement is appealable to the N.S. Regulatory and Appeals Board as per Section 262 of the *HRM Charter*.

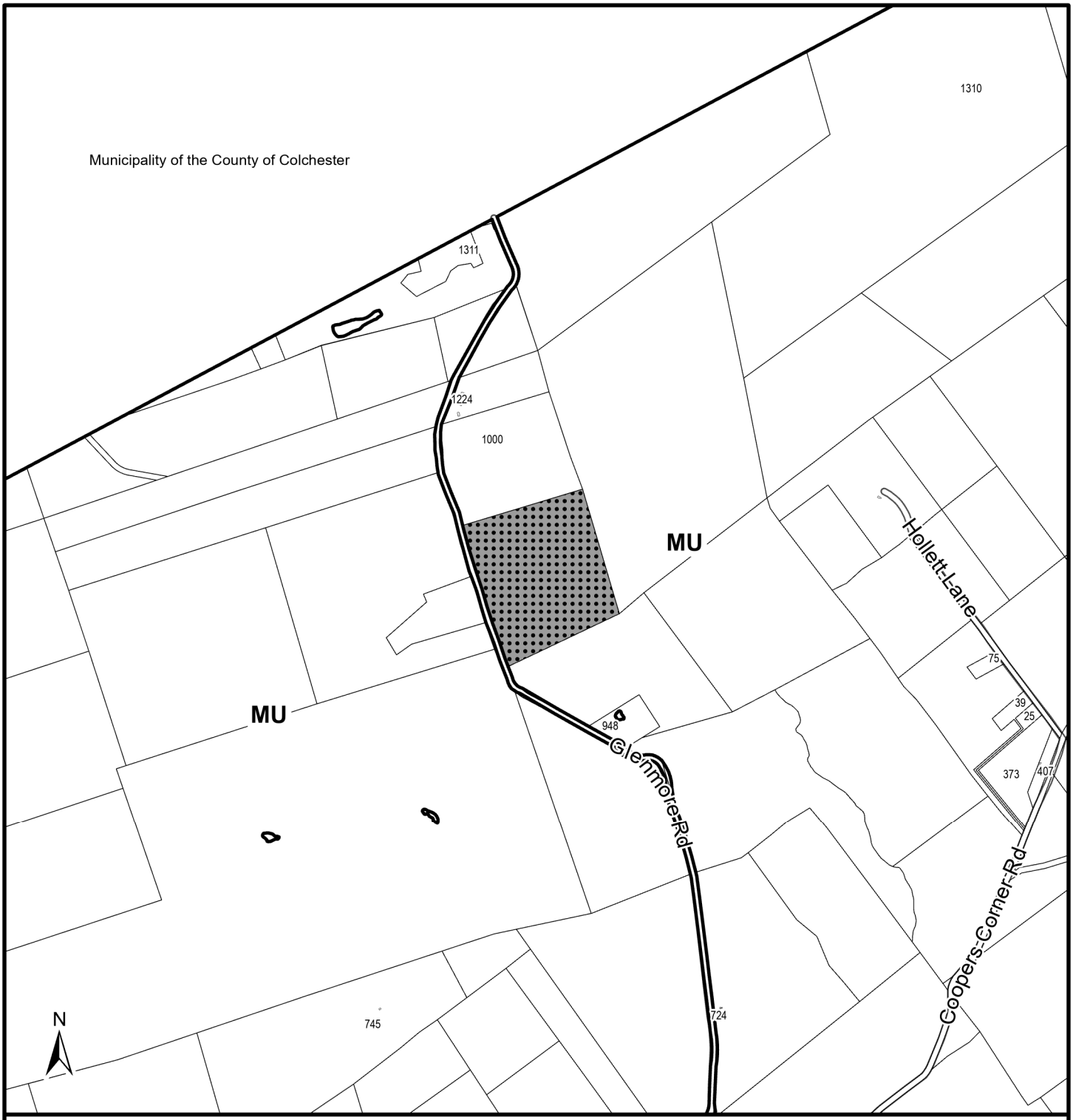
2. North West Community Council may choose to refuse the proposed development agreement, and in doing so, must provide reasons why either or both do not reasonably carry out the intent of the

MPS. A decision of Council to refuse the development agreement is appealable to the N.S. Regulatory and Appeals 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

Report Prepared by: Jess Harper, Principal Planner, Rural Policy and Applications, 902-478-6875



Map 1 - Generalized Future Land Use

1000 Glenmore Road
Middle Musquodoboit

HALIFAX

Subject Property

Designation

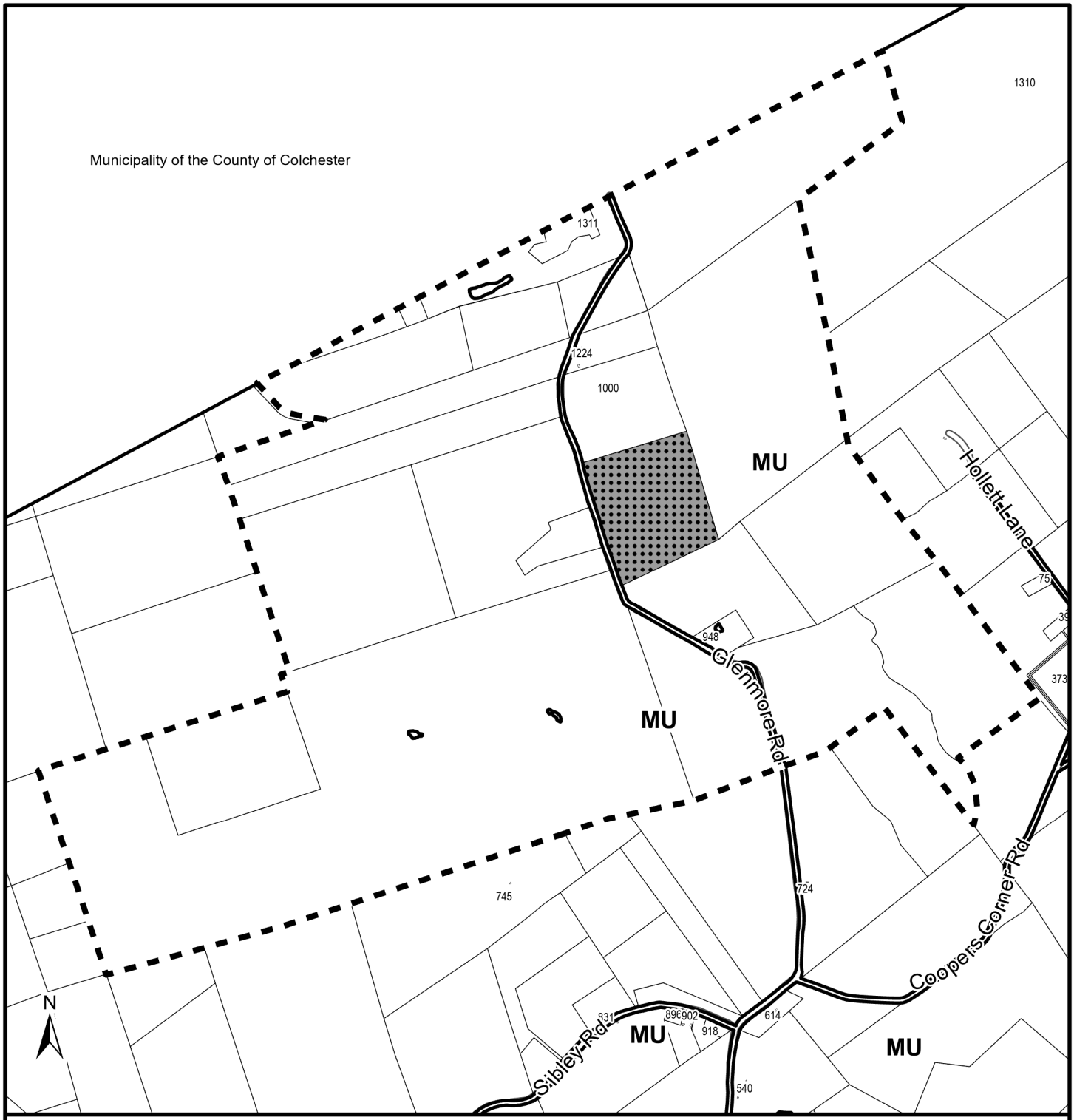
MU Mixed Use

0 680 m

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.

Musquodoboit Valley/Dutch Settlement Plan Area



Map 2 - Zoning and Notification Area

1000 Glenmore Road
Middle Musquodoboit

HALIFAX

Subject Property

Area of Notification

Zone
MU Mixed Use

0 680 Meters

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.

Musquodoboit Valley/Dutch Settlement
Land Use By-Law

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 PID 00539791 along Glenmore Road in Glenmore 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 commercial recreation use, expansion of the existing rifle range, on the Lands pursuant to the provisions of the *Halifax Regional Municipality Charter* and pursuant to Policies MU-5 and IM-10 of the Musquodoboit Valley/Dutch Settlement Municipal Planning Strategy and Section 3.16(a)(ii) of the Musquodoboit Valley/Dutch Settlement Land Use By-law;

AND WHEREAS the North West Community Council approved this request at a meeting held on [**Insert - Date**], referenced as PLANAPP 2025-01005;

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*.

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 thissta 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) “Commercial Recreation Use” means, for the purpose of this development agreement, a rifle range consisting of, but not limited to, a staging area, a triage area, specialty/law enforcement ranges, training programs such as, but not limited to, search and rescue, obstacle courses, K9 training, bomb disposal training as well as accessory structures which may include, but not limited to, washroom facilities, classrooms, and storage facilities. The land use may also include any use which is accessory to the foregoing.

(b) "Rifle Range" means a designated area designed for the safe discharge of firearms for training, recreational shooting, or qualification purposes, typically including, but not limited to, target lanes, shooting stands, and safety barriers. The Rifle Range may include shooting ranges where various firearms are used, including, but not limited to, rifles, shotguns, revolvers, crossbows, archery, and military weapons.

(c) “Staging Area” means an area where participants gather, receive instructions, gear up, or wait for their turn to enter the active training.

(d) “Triage Area” means an area to practice scenarios with, but not limited to, fire trucks, emergency vehicles, police vehicles, and specialized training such as law enforcement or tactical units simulating real-life scenarios.

(e) “Site Non-Disturbance Area” shall refer to the area depicted as the “Site Non Disturbance Area” on the plan approved by the Development Officer in accordance with Section 3.7.1. In the Site Non-Disturbance Area, natural vegetation shall remain in place to buffer the development from the surrounding area.

PART 3: USE OF LANDS, SUBDIVISION AND DEVELOPMENT PROVISIONS

3.1 Schedules

3.1.1 Schedule A, Legal Description of the Lands forms part of this Agreement and shall be read together with the provisions of this Agreement and filed in the Halifax Regional Municipality as PLANAPP 2025-01005.

3.2 Requirements Prior to Approval

3.2.1 Prior to any commencement of any site work, including earth movement or tree removal other than that required for preliminary survey purposes, the Developer shall provide the following to the Development Officer, unless otherwise permitted by the Development Officer:

(a) An issued Grade Alteration Permit in accordance with By-law G-200 and Section 5.2 of this Agreement;
(b) A detailed Site Grading and Stormwater Management Plan for the Lands, in accordance with Section 5.2 of this Agreement. The Site Grading and Stormwater Management Plan shall be reviewed and approved by HRM Development Engineering and NS Department of Public Works prior to the commencement of any site work;
(c) Confirmation that the Site Non-Disturbance Areas have been delineated with markers on site for a minimum distance of 402.3 metres (1,320 feet) away from the nearest residential dwelling. Such demarcations shall be maintained by the Developer or future property owner(s) for the duration of the construction, and the markers may be removed after the issuance of all required Occupancy Permits for the development; and
(d) A copy of all permits and approvals related to work within the Provincial Right-Of-Way (ROW) for Glenmore Road as required by the NS Department of Public Works.

3.2.2 Prior to the issuance of the first Occupancy Permit for the development, the Developer shall provide the following to the Development Officer, unless otherwise permitted by the Development Officer:

(a) A copy of all permits, licenses, and approvals, where an on-site water distribution system is provided, as required by the NS Department of the Environment and Climate Change respecting the design, installation, and construction of the on-site water distribution system; and
(b) A copy of all permits, licenses, and approvals, where an on-site wastewater system is provided, as required by the NS Department of the Environment and Climate Change, respecting the design, installation, and construction of the on-site wastewater system.

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, where required, 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 Commercial Recreation Use, as defined in this Agreement, containing a Rifle Range; and
(b) Accessory Buildings and Structures as per the requirements of this Agreement and the applicable Land Use By-law, as amended from time to time.

3.4 Detailed Provisions for Land Use

3.4.1 Commercial Recreation Uses shall not be permitted within the Site Non-Disturbance Area.

3.4.2 A minimum setback of 402.3 metres (1,320 feet) from the nearest residential dwelling in any direction shall be maintained as a Site Non-Disturbance Area. A minimum setback of 5 metres (16.40 feet) from Glenmore Road shall be maintained.

3.5 Accessory Buildings and Structures

3.5.1 Accessory buildings and structures permitted under this Agreement shall be used for, but not limited to, classrooms, washroom facilities, storage facilities, and may include shipping containers.

3.5.2 Accessory buildings or structures shall be subject to the requirements of the applicable Land Use By-law, as amended from time to time, and the minimum setback from any lot line shall be 2.4 metres (8 feet) or one-half the height of an accessory building or structure, whichever is greater.

3.5.3 Notwithstanding Section 3.5.2, accessory buildings or structures shall be required to be setback a minimum of 5 metres (16.40 feet) from Glenmore Road.

3.6 Subdivision of the Lands

3.6.1 Subdivision of the Lands shall comply with the requirements of the applicable Land Use By-law and the Regional Subdivision By-law, as may be amended from time to time.

3.7 Site Non-Disturbance Area

3.7.1 A Site Non-Disturbance Area shall be maintained on the Lands to provide a minimum setback of 402.3 metres (1,320 feet) from the nearest residential dwelling in any direction. Without limiting the generality of the foregoing, a Site Non-Disturbance Area shall be maintained to provide a minimum setback of 402.3 metre (1,320 feet) from the residential dwelling that is currently situated on the property known legally as PID 41177718 and known municipally as 948 Glenmore Road. A Site Non-Disturbance Area Plan shall be submitted with the Development Permit application for approval by the Development Officer. The Site Non-Disturbance Areas must be delineated with markers on site for a minimum distance of 402.3 metres (1,320 feet) away from the nearest residential dwelling. Such demarcations shall be maintained by the Developer or future property owner(s) for the duration of the construction, and the markers may be removed after the issuance of all required Occupancy Permits for the development.

3.7.2 The Commercial Recreation Use and parking areas, shall not be permitted within the Site Non-Disturbance Area.

3.7.3 Natural vegetation within the Site Non-Disturbance Area shall remain in place to buffer the development from the surrounding area. Notwithstanding the foregoing, where natural vegetation is damaged or removed, replacement planting may be permitted, provided that the buffering function of the Site Non-Disturbance Area is maintained, as approved by the Development Officer.

3.8 Parking, Circulation and Access

3.8.1 The Commercial Recreation Use may include parking areas to support the use which may be surfaced with gravel or asphalt, or use the natural ground or an acceptable equivalent approved by the Development Officer.

3.8.2 A minimum landscape buffer of 3.05 metres (10 feet) shall be provided along the front property lot line adjacent to any parking area. The landscaping buffer shall consist of either existing vegetation, or new landscaping in the form of new trees or shrubs or a combination.

3.9 Outdoor Lighting

3.9.1 Lighting shall be directed to shooting ranges and accessory uses, driveways, parking areas, loading areas, building entrances and walkways and shall be arranged so as to divert the light away from streets, adjacent lots and buildings, and residential dwellings.

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 any building or structure, 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.

3.11 Signs

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

3.11.2 Signs shall only be externally illuminated.

3.11.3 Signage that is required under Provincial and Federal regulations for the Rifle Range and accessory uses shall be permitted on the Lands and shall not be restricted to the sign provisions of the applicable Land Use By-law, as amended from time to time.

3.11.4 A maximum of one (1) ground sign shall be permitted at each driveway entrance provided as per the ground sign requirements of the applicable 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 of the development in accordance with this Agreement. The construction building shall be removed from the Lands following the completion of construction.

3.13 Screening

3.13.1 Refuse containers located outside shall be fully screened from adjacent properties and from streets by means of opaque fencing, masonry walls with suitable landscaping, existing vegetation or an acceptable equivalent approved by the Development Officer.

3.14 Hours of Operation

3.14.1 Deliveries to the development and the collection of refuse and recyclables shall occur only between the hours of 8:00 am and 7:00 pm.

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

3.15 Reinstatement

3.15.1 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.

4.3 On-Site Water System

4.3.1 If the Lands are serviced through a privately owned and operated on-site water distribution system, the Developer agrees to 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 private on-site water distribution system. In accordance with Section 3.2 no occupancy permit shall be issued prior to receiving a copy of all permits, licenses, and approvals required by the NS Department of the Environment and Climate Change respecting the design, installation, and construction of the on-site water distribution system.

4.4 On-Site Sanitary System

4.4.1 If the Lands are serviced through privately owned and operated sewer systems and treatment facilities, the Developer agrees to have prepared by a qualified professional and submitted to the Municipality, the 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, no occupancy permit shall be issued prior to receiving a copy of all permits, licences, and approvals required by the NS Department of the Environment and Climate Change respecting the design, installation, and construction of the on-site sewer system.

4.5 Solid Waste Facilities

4.5.1 The development shall be designed to contain designated spaces for waste that comply with By-law S-600, as amended from time to time. This designated space shall be shown on plans approved by the Development Officer and Building Inspector in consultation with HRM Solid Waste Resources.

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; and

(b) Provide to the Development Officer and Development Engineer a detailed Site Grading and Stormwater Management Plan for the Lands prepared by a Professional Engineer, which shall include an appropriate stormwater collection and treatment system. The detailed Site Grading and Stormwater Management Plan shall identify structural and vegetative stormwater management measures, which may include infiltration, retention, and detention controls, wetlands, vegetative swales, filter strips, and buffers that will minimize adverse impacts on receiving watercourses during and after construction. The Stormwater Management Plan must clearly note on the Plan the requirements of Administration Order 2020-010-OP and any applicable requirements from the NS Department of Public Works have been met.

5.3 Sulphide Bearing Materials

5.3.1 The Developer agrees to comply with the legislation and regulations of the Province of Nova Scotia with regard 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) The granting of an extension to the date of commencement of construction as identified in Section 7.3.1 of this Agreement; and

(b) 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 three (3) years from the date of registration of this Agreement at the Registry of Deeds or Land Registry Office, as indicated herein, the Lands shall conform with the provisions of the Land Use By-law.

7.3.2 For the purpose of this section, commencement of development shall mean the issuance of a Development Permit.

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 6.1.1(, 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 all Occupancy Permits for the development.

7.4.3 In the event that development on the Lands has not been completed within fifteen (15) 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 fifteen (15) 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 60-days 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: _____

Print Position: _____

Date Signed: _____

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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 Andy Fillmore, 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

Musquodoboit Valley/Dutch Settlement Plan Area (Municipal Planning Strategy)	
MIXED USE DESIGNATION	
Policy	**Staff Comments**
Policy MU-5 *Notwithstanding Policy MU-2, within the Mixed Use Designation, the Council may consider permitting commercial recreation uses according to the development agreement provisions of the Planning Act. In considering such an agreement, the Council shall have regard to the following:*	
(a) the potential impact of the proposed development on the natural environment and, in particular, potential effects on watercourses;	Based on the HRM mapping and the information submitted by the applicant, no watercourses, wetlands, bogs, or flood-prone areas have been identified on the subject property, and minimal impact on the natural environment is anticipated. The development agreement includes appropriate environmental controls to address potential impacts of the proposed development, including the requirement for Grade Alteration Permit and the submission of a detailed Site Grading and Stormwater Management Plan in accordance with HRM's Administration Order 2020 010 OP and any applicable requirements from the Nova Scotia Department of Public Works (NSPW).
(b) that the proposal will not adversely affect nearby residential or community facility development by virtue of noise, visual intrusion, traffic generation and/or littering;	The subject site is a 54-acre (21.85-hectare) property located approximately 343 metres (1,125 feet) away from the nearest residential dwelling to the south, with an intervening parcel between. This application proposes the expansion of the existing Musquodoboit Valley Rifle and Revolver Club (MVRRC) onto the subject property as a commercial recreation use. The proposal satisfies the intent of the policy through provisions contained in the proposed development agreement to prevent potential adverse impacts on nearby residential or community facility. These include the requirement of a Site Non-Disturbance Area that provides a minimum 402.3 metres (1,320 feet) separation/buffer from the nearest residential dwelling. Compliance with this separation distance requirement is to be confirmed and demonstrated on the plans at the permitting stage, in accordance with the requirements of the DA. Further, the development agreement contains additional controls related to outdoor lighting,

	screening of refuse containers, and on the hours of deliveries to the development and the collection of refuse. The proposal includes a possible new driveway to access the facility via Glenmore Road, a provincially owned and maintained road, the traffic-related requirements were reviewed by the Nova Scotia Department of Public Works (NSPW). According to NSPW's review, TIS was not required to be submitted as a required document for the Planning Application stage, however the development agreement requires the developer to obtain all permits and approvals related to work within the Provincial Right-Of-Way (ROW) prior to any site work. Collectively, the proposed development is not anticipated to adversely impact nearby residential or community.
(c) the impact of the proposed use on the existing road network in terms of traffic generation and vehicular and pedestrian safety;	This application proposes the expansion of the existing Musquodoboit Valley Rifle and Revolver Club (MVRRC) into the subject property to accommodate similar rifle range and associated accessory uses that support training and recreational shooting activities. The proposal may include new driveways accessing the facility via Glenmore Road, a provincially owned and maintained road, the traffic-related requirements were reviewed by the Nova Scotia Department of Public Works (NSPW). NSPW reviewed the proposal and determined that TIS was not required to be submitted as a required document at this time, and the development agreement requires the developer to obtain all permits and approvals related to work within the Provincial Right-Of-Way (ROW) prior to any site work.
(d) that any rifle or gun ranges, amusement parks, vehicle or animal racing tracks shall not be located within one thousand three hundred and twenty (1,320) feet of the nearest residence;	The proposed development agreement requires the establishment of a Site Non-Disturbance Area that provides a minimum 402.3 metres (1,320 feet) distance from the nearest residential dwelling, within which natural vegetation must be retained, and no development or landscaping is permitted. The nearest residential dwelling is located approximately 343 metres (1,125 feet) from the nearest boundary of the subject site. In accordance with the development agreement to meet the Site Non-Disturbance Area requirement, the proposed development is required to be confirmed and

	demonstrate on the plans at the permitting stage to meet the required minimum setback from the nearest residential dwelling.
(e) the layout and design of the development;	The proposed development includes new shooting ranges and accessory buildings as the only buildings on the Land to support the rifle range facility. In this context, the scale and form of the structures, and accessory buildings are regulated under the development agreement and the provisions of Part 4.12 (Accessory buildings) of the Land Use By-law for Musquodoboit Valley/Dutch Settlement Plan Area. The development agreement regulates parking areas and environmental measures such as stormwater management and site reinstatement are addressed through development provisions that limit site disturbance, require grading controls, and mandate site reinstatement following construction activities.
(f) the general maintenance of the development;	The development agreement requires the Developer to maintain and keep in good repair all portions of the development on the Lands.
(g) the provision of on-site services (water and sewage disposal system) for the proposed use;	The proposed development does not include on-site water supply or septic systems. It includes a washroom facility which will be similar to washrooms in Federal and Provincial parks, using large concrete basins, pumped out regularly by a licensed wastewater hauler. Hand washing stations will be provided via water trucks. Should on-site water or wastewater services be proposed in the future, the development agreement includes provisions requiring compliance with applicable provincial requirements for water and wastewater systems, including the requirement to obtain all necessary provincial approvals prior to occupancy.
(h) the requirement for any applicable federal or provincial approvals or requirements;	As part of the development agreement, all applicable federal and provincial approvals must be obtained, as required. This includes any applicable approval related to water and wastewater systems, should such services be proposed in the future, as well as any other applicable regulatory requirements administered by the NS Department of Environment and Climate Change. In addition, the development agreement requires that any approvals related to work within the Provincial Right-Of-Way be obtained

	through the NS Department of Public Works, where applicable, prior to development or occupancy.
(i) the hours of operation; and	Hours of operation have been clearly defined and regulated through the development agreement. This application allows for commercial recreational use in the form of a rifle range and associated uses. The proposed development agreement requires that the hours of operation conform to all relevant provincial and federal legislation, including the Firearms Act and Criminal Code of Canada, as well as any applicable provincial environmental regulations administered by the Nova Scotia Department of Environment and Climate Change. Further, through provision for service-related activities hours, such as deliveries and collection of refuse and recyclables, the proposed development agreement ensures that there is minimal conflict with adjacent land uses.
(j) the provisions of Policy IM-10.	See below.
IMPLEMENTATION	
Policy IM-10 *In considering development agreements or amendments to the land use bylaw, in addition to all other criteria as set out in various policies of this Planning Strategy, Council shall have appropriate regard to the following matters:*	
(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;	The proposed development is enabled by Policy MU-5 of the Musquodoboit Valley/Dutch Settlement Municipal Planning Strategy (MPS) through a Development Agreement to allow for expansion of the existing Musquodoboit Valley Rifle and Revolver Club (MVRRC) onto the subject property as a commercial recreation use, within the Mixed Use (MU) designation. The Mixed Use Designation is intended to support the traditional mix of residential, home business, commercial, and resource uses that have characterized the Musquodoboit Valley/Dutch Settlement area, while allowing for the integration of additional commercial uses where appropriate. The Development Agreement implements the intent of the MPS by permitting the expansion of existing commercial recreation use through site-specific provisions and controls designated to reduce the potential land-use conflicts. The development will be regulated through these provisions, which include requirements for the rifle range as commercial recreation use. The proposed development would

	be compatible with the rural character, environmental integrity, and mixed-use intent of the designation, and other municipal by-laws and regulations.
(b) that the proposal is not premature or inappropriate by reason of: *(i) the financial capability of the Municipality to absorb any costs relating to the development;* *(ii) the adequacy of on-site sewerage and water services;* *(iii) the proximity of the proposed development to schools, recreation or other community facilities and the capability of these services to absorb any additional demands;* *(iv) the adequacy of road networks leading to or within the development; and* *(v) the potential for damage to or for destruction of designated historic buildings and sites.*	(i) It is not anticipated that there will be any costs to the Municipality related to this development proposal. (ii) The applicant has indicated that the proposed development does not include on-site water supply or septic systems. The development includes park-style washroom facility similar to those used in Federal and Provincial parks, utilizing large concrete basins, pumped out regularly. Should on-site water or wastewater services be proposed in the future, the development agreement requires that all applicable provincial approvals be obtained from NS Department of Environment and Climate Change prior to occupancy, ensuring compliance with provincial water and water regulations. (iii) The proposed development is a commercial recreation use, not a residential use, and it is not anticipated that the expansion of the existing rifle range will increase demand for nearby community services such as schools, and recreation or other community facilities in the area. (iv) This application proposes the expansion of the existing Musquodoboit Valley Rifle and Revolver Club (MVRRC) onto the subject property as a commercial recreation use to accommodate similar rifle range and associated accessory uses that support recreational shooting activities. The proposal includes possible new driveways to access the facility via Glenmore Road, a provincially owned and maintained road, the traffic-related requirements were reviewed by the Nova Scotia Department of Public Works (NSPW). According to NSPW's review, TIS was not required to be submitted as a required document for the planning application stage, however the development agreement requires the developer to obtain all permits and approvals related to work within the Provincial Right-Of-Way (ROW) prior to any site work.

	(v) No designated historic buildings or sites have been identified.
(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) 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.*	(i) The proposed development agreement regulates the type of uses, which includes a commercial recreation use containing a Rifle Range. This application proposes the expansion of the existing Musquodoboit Valley Rifle and Revolver Club (MVRRC) onto the subject property as a commercial recreation use within the Mixed Use designation. However, the proposed development agreement includes controls related to maintenance, lighting, noise, and a non-disturbance buffer to minimize potential impacts on adjacent and nearby land uses. These controls limit the permitted uses to rifle range and associated accessory uses and activities on the site. (ii) Only accessory buildings and structures are proposed as part of the proposed development, including new shooting ranges with associated accessory structures, such as learning centre, park-style washroom facility, and storage facility. At the permitting stage, the location and details surrounding the accessory structures will be controlled through the provisions of Part 4.12 (Accessory buildings) of the Land Use By-law for Musquodoboit Valley/Dutch Settlement Plan Area. The height, bulk, and lot coverage of the proposed development are limited to LUB, ensuring compliance with the intent of MPS. (iii) This application proposes the expansion of the existing Musquodoboit Valley Rifle and Revolver Club (MVRRC) onto the subject property as a commercial recreation use to accommodate similar rifle range and associated accessory uses that support recreational shooting activities. The proposal includes possible new driveways to access the facility via Glenmore Road, a provincially owned and maintained road, the traffic-related requirements were reviewed by the Nova Scotia Department of Public Works (NSPW). According to NSPW's review, TIS was not required to be submitted as a required document for the planning application, however the development agreement requires the developer to obtain all permits and approvals related to work within the Provincial Right-Of-Way (ROW) prior to any site work.

	Parking, access, and internal circulation are regulated through the development agreement, required to be reviewed and confirmed at the permitting stage. (iv) No open storage is proposed as part of this application and will not be permitted through the development agreement. (v) Signage will be regulated through the provisions of Part 5 of the Land Use By-law for Musquodoboit Valley/Dutch Settlement Plan Area and Section 3.9 of the development agreement. (vi) No other relevant matters of planning concern have been identified at this time.
(d) that the proposed site is suitable with respect to the steepness of grades, soil and geological conditions, locations of watercourses, marshes or bogs and susceptibility to flooding; and	The subject property does not contain any watercourses, marshes, or bogs. No development involving tree removal is permitted within the non-disturbance area as part of the development.
(e) any other relevant matter of planning concern.	No other relevant matters of planning concern have been identified.
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. (RC-Jul 2/02;E-Aug 17/02)	N/A. The subject site is not located within a holding zone.
9.6 PRIORITIES PLANS	
Since the adoption of this Plan in 2014, Regional Council has approved several priority plans, including the Integrated Mobility Plan, Halifax Green Network Plan, HalifACT, and Halifax's Inclusive Economic Strategy 2022-2027. The second review of this Plan began in 2020 and is expected to be readopted by the Regional Council in 2023. The review will revise the policies of this Plan to ensure they are consistent with the priorities plans as approved. In the interim, this Plan supports the priority plans that are actively used by staff to guide ongoing work.	
***G-14A** In considering development agreements or amendments to development agreements, or any*	The objectives, policies and actions in the Priorities Plans outlined in G-14A do not appear to impact or be affected by this proposal.

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: *(a) The Integrated Mobility Plan;* *(b) Halifax Green Network Plan;* *(c) HalifACT;* *(d) Halifax's Inclusive Economic Strategy 2022-2027; and* *(e) any other priority plan approved by Regional Council while this policy is in Effect*	