



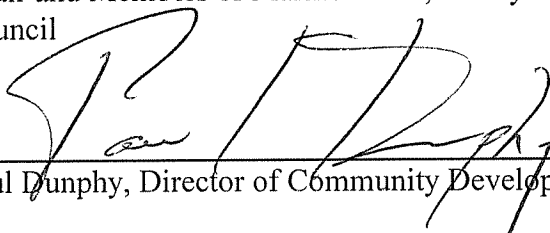
PO Box 1749
Halifax, Nova Scotia
B3J 3A5 Canada

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Marine Drive, Valley and Canal Community Council

~~May 28, 2008~~
June 5, 2008

TO: Chair and Members of Marine Drive, Valley and Canal Community Council

SUBMITTED BY: 
Paul Dunphy, Director of Community Development

DATE: April 30, 2008

SUBJECT: **Case 01099: Development Agreement Amendment - Lost Creek Golf Club, Kinsac.**

ORIGIN

An application by Lost Creek Golf Club Inc. and C and L Gumbley Holdings Ltd. to amend the development agreement for Lost Creek Golf Club to permit alterations to the golf course.

RECOMMENDATION

It is recommended that Marine Drive, Valley and Canal Community Council:

1. Give Notice of Motion to consider the proposed amending development agreement set out in Attachment A of this report and schedule a public hearing;
2. Approve the proposed amending development agreement to permit alteration to the golf course at Lost Creek Golf Club, as set out in Attachment A of this report; and
3. Require the agreement be signed and delivered within 120 days, or any extension thereof granted by Marine Drive, Valley and Canal Community Council on request of the applicant, from the date of final approval of said agreement by Marine Drive, Valley and Canal Community Council and any other bodies as necessary, whichever is later, including any appeal periods. Otherwise this approval shall be void and any obligations arising hereunder shall be at an end.

BACKGROUND

Location, Designation, Zoning and Surrounding Land Uses

- The subject properties are located north of Kinsac Road and south of Beaver Bank Lake in the communities of Kinsac and Beaver Bank as illustrated on Maps 1 and 2.
- The civic number for Lost Creek Golf Club is 310 Kinsac Road.
- The subject lands are comprised of the existing golf course (PIDs 40158545 and 00489930) and two properties that the Developer wishes to include under the development agreement in order to permit alterations to the golf course (PIDs 00501031 and 41047549 - illustrated as "Subject Properties" on Maps 1 and 2).
- The subject properties are designated Mixed Use A (MU-A) and zoned Mixed Use 1 (MU-1) under the Municipal Planning Strategy and Land Use By-law for Beaver Bank, Hammonds Plains and Upper Sackville (Maps 1 and 2).
- The subject properties abut Beaver Bank Lake, the existing golf course lands and several residential lots zoned MU-1.
- The Developer entered into a development agreement to permit the original 9 hole golf course in 1996.
- The development agreement was previously amended in 1999 (Case 00053) to allow for expansion from 9 to 18 holes.

Enabling Policy

Policy P-27 of the Municipal Planning Strategy (MPS), included as Attachment B, enables expansion of existing commercial recreation uses, such as golf courses, through the development agreement application process. The main policy intent is to enable development of commercial recreation uses while ensuring minimal impact on surrounding land uses and watercourses.

Proposal

The subject properties are owned by Lost Creek Golf Club Inc. and its parent company C and L Gumbley Holdings Ltd. Both companies are owned by the Gumbley family who operate the Lost Creek Golf Club and are the developers of Lost Creek Village. The Developers have applied for a substantial amendment to the existing development agreement for the golf course in order to remove two existing holes and replace them with two new holes.

Hole #14 is adjacent to a number of residential properties on Jaime Drive and Lost Creek wishes to close this hole to avoid compatibility issues between the dwellings and golf course. As a result of the reconfiguration, the applicant would also close existing hole #11 and establish two new holes on a peninsula adjacent to Beaver Bank Lake as illustrated on Map 3. Approximately half of this peninsula falls within the area governed by the existing development agreement while the other half of the area would be brought into the development agreement. The applicant also wishes to establish a new short iron practice (chipping) area on a undeveloped residential building lot at the end of Station Road and adjacent Beaver Bank Lake and the golf course.

DISCUSSION

Issues

Staff have reviewed the proposal based on all applicable policies of the Beaver Bank, Hammonds Plains and Upper Sackville MPS, which are included as Attachment B to this report. The following issues have been identified for more detailed discussion:

Land Use Compatibility

A number of residential properties on Jamie Drive back onto Hole #11 of the golf course. The course has, in accordance with the existing development agreement, erected large nets adjacent the property line shared with these properties to reduce the amount of stray golf balls that land on the adjacent properties. The presence of the nets and instances where golf balls do land on these properties has been a source of disruption for the residents and a maintenance issue for the golf course. Under the proposal, this hole would be removed from play and used as a turf nursery for the golf course, thereby eliminating the impacts experienced by these property owners.

Environmental Concerns - Beaver Bank Lake

Policy P-27 identifies a concern with the potential environmental impact that golf courses may pose on watercourses. The proposed development agreement set out in Attachment A includes measures to mitigate potential impacts on Beaver Bank Lake both during and after development.

The proposed amending development agreement would extend all measures related to environmental protection set out in the existing agreements to the proposed alterations. These measures include:

- All areas within 150 feet of Beaver Bank Lake be sodded immediately following final grading;
- Only natural, organic fertilizers may be used on greens and tees within 200 feet of Beaver Bank Lake; and
- All greens, tees, fairways and rough within 100 feet of Beaver Bank Lake must be back graded to ensure that surface run-off is unable to flow directly into the lake.

In addition to the environmental protection measures from the existing development agreement, the proposed amending agreement requires that a 20 metre setback be maintained to all lands not subject to the previous development agreements for the golf course. Lands which are now subject to the existing development agreement for the golf course are subject to a 25 foot setback from Beaver Bank Lake and Beaver Bank River. The Developers must also engage a qualified Professional Engineer to prepare an Erosion and Sedimentation Control Plan a Stormwater Management Plan and a Grading Plan for the development or any phase thereof prior to the issuance of a Development Permit. The Developer has also agreed to conduct water quality testing of Beaver Bank Lake prior to, and following development. The results of the testing will be forwarded to HRM's Sustainable Environment Management Office in order to monitor the quality of Beaver Bank Lake over time.

Halifax Watershed Advisory Board (HWAB):

HWAB reviewed this application on March 19, 2008. Although minutes from the March 19 meeting are not yet finalized and approved by the Board, a summary of HWAB's comments are included below:

- Site grading should ensure that areas around the lake are backsloped to prevent stormwater from running directly into the lake;
- Fertilizers should be limited to natural, organic and biodegradable substances such as turkey compost;
- Water quality testing of Beaver Bank Lake prior to development and once a year thereafter is recommended; and
- Fertilizers should be of a slow release formula and carefully applied in amounts and frequency that take into account the type of grass (tees, fairways, greens, rough).

The Developers have agreed to all of HWAB's recommendations. As discussed above in the previous section, these recommendations are consistent with Lost Creek's current turf management practices, the existing agreements for the golf course and the proposed development agreement set out in Attachment A of this report.

Conclusion:

It is the opinion of Staff that the proposed amending development agreement set out in Attachment A is consistent with the intent of the MPS for development of community recreation uses. The proposed alterations to the golf course would reduce land use impacts on adjacent residential properties. Staff are also of the opinion that the proposed development agreement addresses concerns regarding the potential environmental impacts on Beaver Bank Lake. Staff recommend that Marine Drive, Valley and Canal Community Council approve the proposed development agreement, included as Attachment A of this report.

BUDGET 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.

FINANCIAL MANAGEMENT POLICIES / BUSINESS PLAN

This report complies with the Municipality's Multi-Year Financial Strategy, the approved Operating, Capital and Reserve budgets, policies and procedures regarding withdrawals from the utilization of Capital and Operating reserves, as well as any relevant legislation.

ALTERNATIVES

1. Council may choose to approve the proposed amending development agreement set out in Attachment A of this report. This is the recommended course of action.
2. Council may choose to approve the proposed amending development agreement subject to modifications. This may necessitate further negotiation with the applicant and may require a second public hearing.
3. Council may choose to refuse the proposed amending development agreement, and in doing so, must provide reasons based on a conflict with MPS policies. This alternative is not recommended as staff are satisfied that the proposed agreement is consistent with the policies and intent of the MPS.

ATTACHMENTS

Map 1	Generalized Future Land Use Map
Map 2	Zoning and Notification Map
Map 3	Site Plan
Attachment A	Proposed Development Agreement
Attachment B	MPS Policies
Attachment C	LUB Requirements - MU-1 Zone

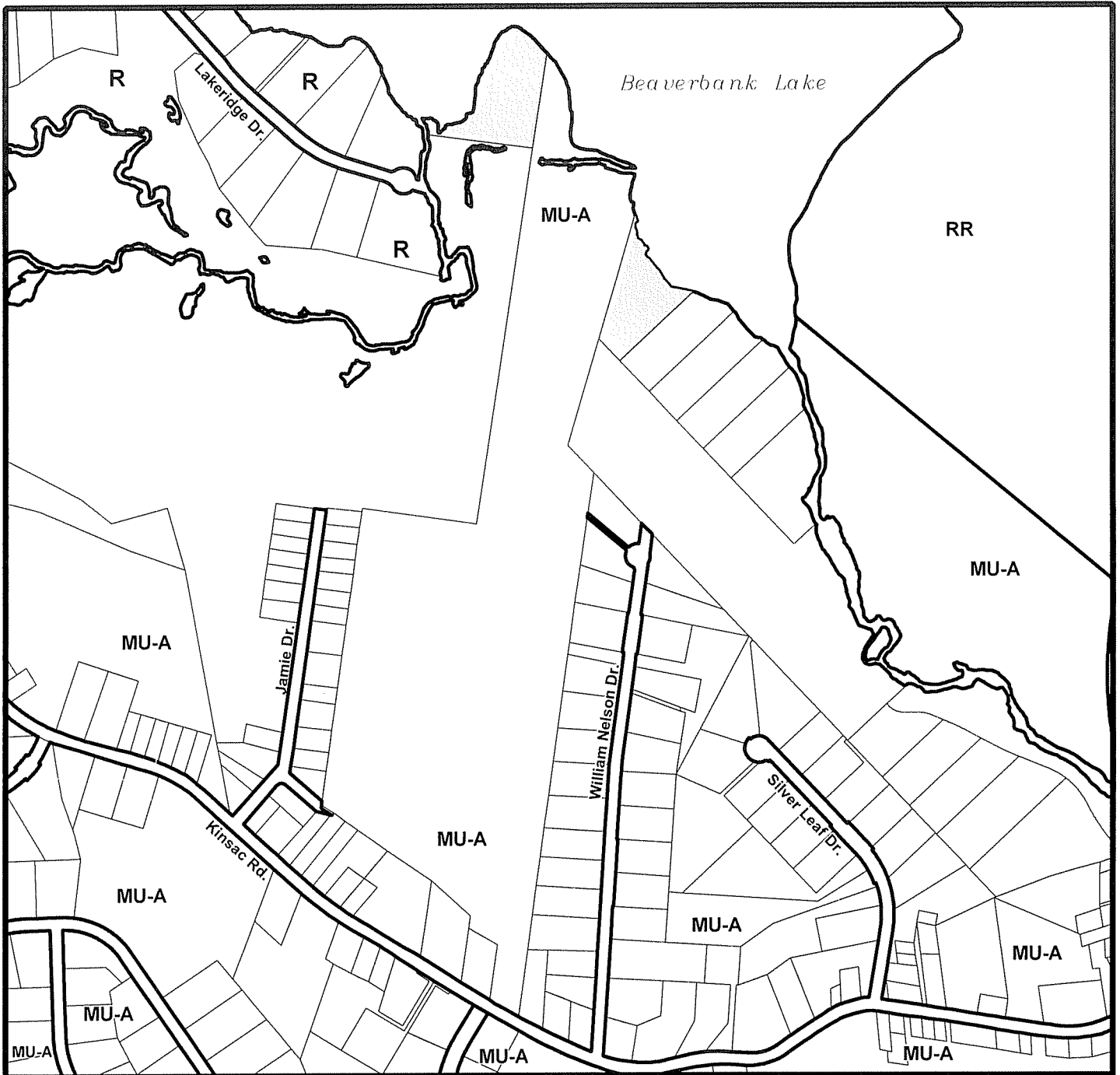
A copy of this report can be obtained online at <http://www.halifax.ca/commcoun/cc.html> then choose the appropriate Community Council and meeting date, or by contacting the Office of the Municipal Clerk at 490-4210, or Fax 490-4208.

Report Prepared by : Joseph Driscoll, Planner, 490-3991

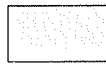
Report Approved by:



Austin French, Manager of Planning Services, 490-6717



Map 1
Generalized Future Land Use

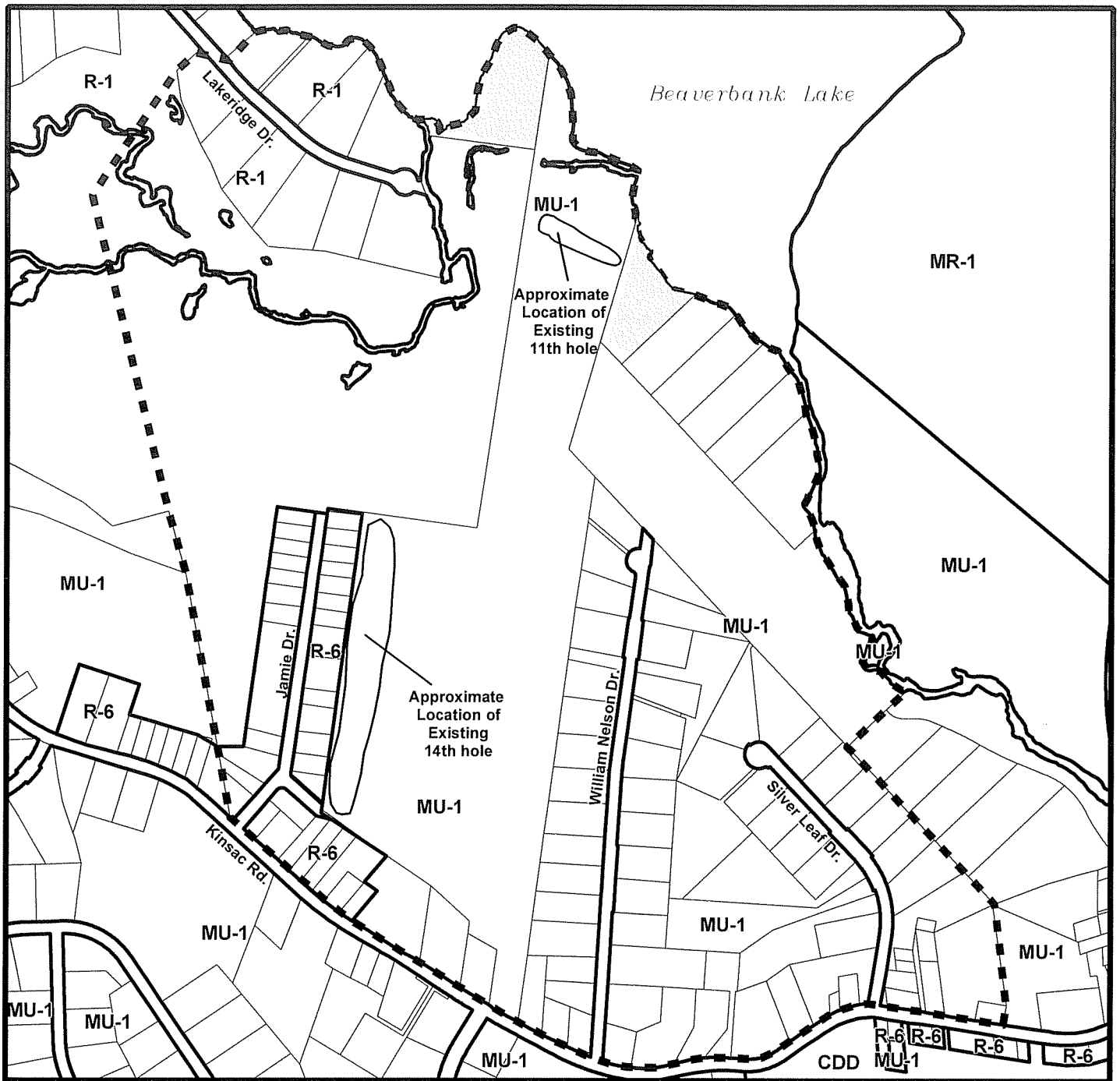


Subject Properties

HALIFAX
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Community Development
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- R Residential Designation
- MU-A Mixed Use A Designation
- RR Rural Resource Designation

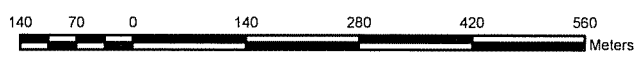


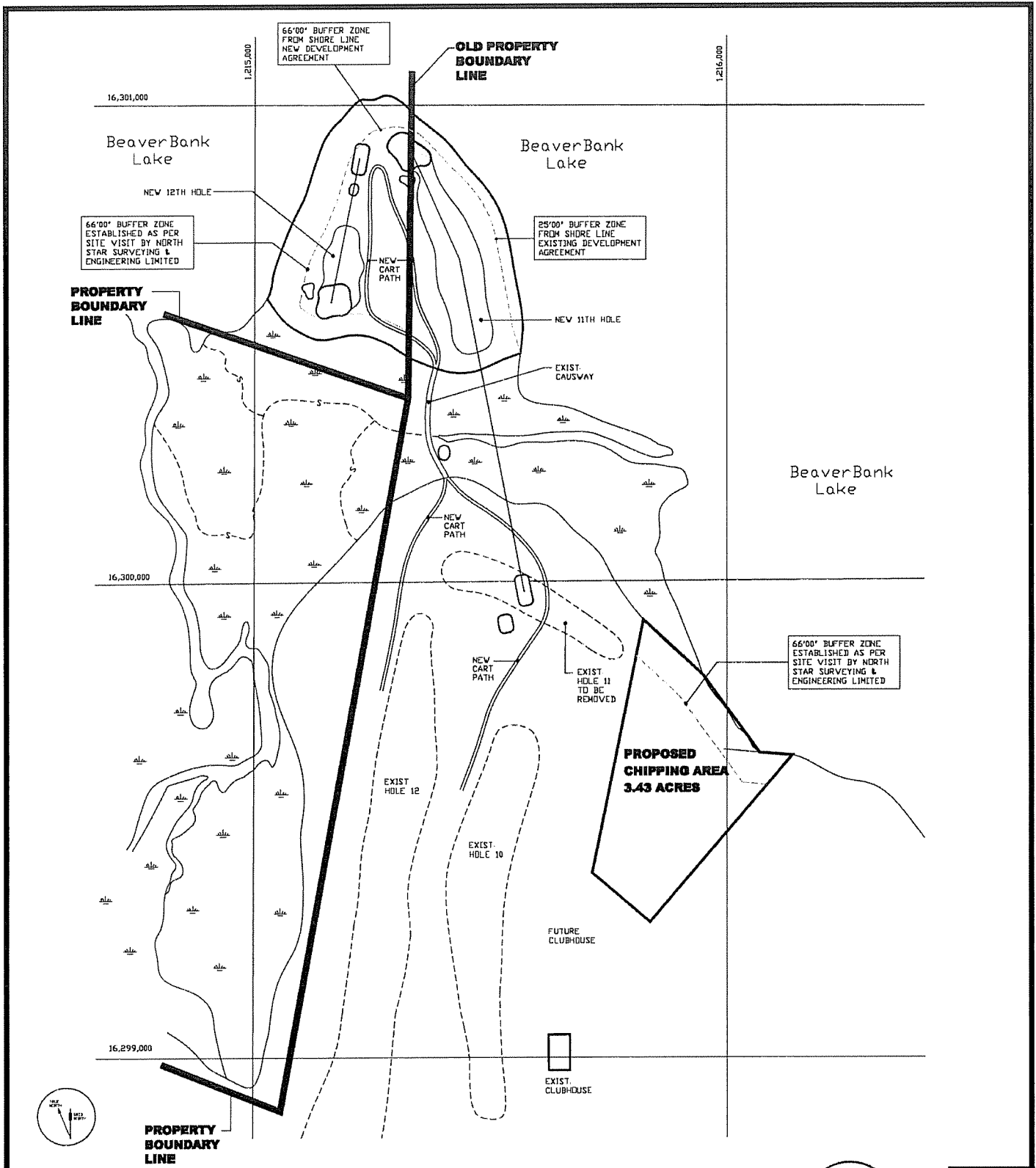


**Map 2
Zoning**

- R-1 Single Unit Dwelling Zone
- R-6 Rural Residential Zone
- MU-1 Mixed Use 1 Zone
- MR-1 Mixed Resource Zone
- CDD Comprehensive Development District Zone

 **Subject Properties**
 **Notification Area**





**Map 3
Concept Plan**

HALIFAX
REGIONAL MUNICIPALITY
Planning Services

- Marsh
- Stream
- Land Outline
- Exist Frwy

the Registry of Deeds in Halifax as Document Number 47294 in Book 5971 at Page 485 (hereinafter called the "Existing Agreement");

AND WHEREAS Halifax Regional Municipality previously amended the Existing Agreement by entering into an amending agreement with Lost Creek Golf Club Inc. on January 21, 1999, referenced as Municipal Case Number 00053, to allow expansion of the golf course to adjacent lands (PID 40158545), identified in the Existing Agreement as Phase 2 of the golf course, said agreement being recorded at the Registry of Deeds at Halifax as Document Number 6951 in Book 6352 at Pages 117 and 118 (hereinafter called the "First Amending Agreement");

AND WHEREAS the Developers wish to further amend the Existing Agreement to allow for alterations to the golf course on the Primary and Secondary Lands pursuant to the provisions of the Municipal Government Act, and pursuant to the Municipal Planning Strategy for Beaver Bank, Hammonds Plains and Upper Sackville (hereinafter called the "Amending Agreement");

AND WHEREAS the Marine Drive, Valley and Canal Community Council for the Municipality approved this request at a meeting held on the _____ of _____, 2008, referenced as Municipal Case Number 01099;

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

1. The Developers agree to develop the Primary and Secondary Lands in a manner, which, in the opinion of the Development Officer, conform with the schedules attached to this Amending Agreement and the plans filed in the Halifax Regional Municipality as Case Number 01099.

The schedules are:

Schedule A:	Legal Description of the Primary Land(s)
Schedule B:	Legal Description of the Secondary Land(s)
Schedule C:	Concept Plan

2. Prior to the Registration of this Amending Agreement, the Developers agree to submit legal land descriptions and/or any other information required to register this Amending Agreement at the Nova Scotia Registry of Deeds.
3. Prior to the issuance of a Development Permit, the Developers agree to submit the following to the satisfaction of the Development Officer:
 - (a) An Erosion and Sedimentation Control Plan, Stormwater Management Plan, and Grading Plan, each prepared by a qualified Professional Engineer in accordance with Section 5 of this Amending Agreement, and to the satisfaction of the Development Engineer.

4. The Existing Agreement shall be amended to permit:
 - (a) Alterations to the golf course as illustrated on Schedule C and set out in this Amending Agreement;
 - (b) The area identified on Schedule C as “Proposed Chipping Area” may be developed as a residential lot in accordance with the MU-1 Zone of the Land Use By-law if the Developer does not develop the “Proposed Chipping Area”;
 - (c) In addition to the above amendments, development of the Primary and Secondary Lands shall comply with the provisions set out in the Existing Agreement and First Amending Agreement except where specifically varied by this Agreement; and
 - (d) The Development Officer may approve changes to the proposed development illustrated on Schedule C, provided that the changes are, in the opinion of the Development Officer, minor in nature and further the intent of this Amending Agreement.

5. The Developers agree that development of the Primary and Secondary Lands enabled by this Amending Agreement shall, in addition to conforming with the Environmental Protection clauses set out under Part 6 of the Existing Agreement, adhere to the following provisions regarding environmental protection:

5.1 Stormwater Management Plan

The Developers shall engage a qualified Professional Engineer to prepare a Stormwater Management Plan which identifies structural and vegetative stormwater management measures such as, infiltration, retention, and detentions controls, wetlands, vegetative swales, filter strips, and buffers to minimize any significant adverse impacts on receiving watercourses during and after construction. The plans shall indicate the sequence of construction, the areas to be disturbed, all proposed erosion and sedimentation control measures and stormwater management measures, including a monitoring/sampling program, which are to be in place prior to and during development of that Phase. Notwithstanding other Sections of this Amending Agreement, no work is permitted on the site until the requirements of this clause have been met and implemented.

5.2 Erosion and Sedimentation Control Plan

The Developers agree to have prepared by a Professional Engineer and submitted to the Municipality for review by the Development Engineer and the Department of the Environment, a detailed Erosion and Sedimentation Control Plan for each phase of development. The plans shall comply with the Erosion and Sedimentation Control Handbook for Construction Sites as prepared and revised from time to time by the Nova Scotia Department of the Environment. Notwithstanding other Sections of this Amending Agreement, no work is permitted on the site until the requirements of this clause have been met and implemented.

5.3 Grading Plan

The Developers agree to have prepared by a Professional Engineer and submitted to the Municipality for review and approval by the Development Engineer, a detailed Grading Plan for the development. No work is permitted on the site until the requirements of this clause have been met and implemented unless otherwise stated in this Amending Agreement.

5.4 Other Approval Agencies

The Developers agree to apply for and receive all applicable permits, licenses or approvals from the Nova Scotia Department of Environment and Fisheries and Oceans Canada required to undertake upgrades or work to any causeway, culvert or any other portion of the development prior to commencing the work.

5.5 Watercourse Setbacks

The Developers agree that the areas identified on Schedule C as "Buffer Zone" shall be maintained in their natural state to act as buffer to the adjacent watercourses subject to the following provisions:

- (a) Within the portion of the Primary and Secondary Lands not formerly subject to the Existing Agreement or the First Amending Agreement, such lands being comprised of PIDs 00501031 and 41047549 on April 9, 2008, the watercourse setback provisions set out in the Land Use By-law shall apply and no excavation, infilling, tree, stump and other vegetation removal or any alteration of any kind shall be permitted in relation to the development within 20 metres of any watercourse;
- (b) Within the watercourse setback on the portion of the Lands that were previously subject to the Existing Agreement and the First Amending Agreement (PIDs 40158545, 00489930) no tree cutting or site grading shall be permitted within twenty-five (25) feet of the ordinary high water mark of either Beaver Bank Lake or the Beaver Bank River in accordance with the Existing Agreement. Furthermore, the forward tee, fairway and new cart path for the proposed hole identified as "New 11th Hole" may be developed as illustrated on Schedule C;
- (c) Notwithstanding clauses (a) and (b), nothing in this Agreement shall prohibit the removal of windblown, diseased or dead trees, deemed to be hazardous or unsafe in the opinion of the Development Officer;
- (d) Notwithstanding clauses (a) and (b), the selective removal of vegetation to maintain the overall health of the buffer may be authorized by the Development Officer where a management plan is submitted by a qualified arborist, landscape architect, forester or forestry technician; and

- (e) Any tree removed outside of the terms of this Agreement or without authorization of the Development Officer shall be replaced with two new trees of a similar species and a minimum caliper of 60 mm measured at a height of 300 mm above the ground, at the expense of the property owner.

5.6 Failure to conform to Plans

If the Developers fail at any time during any site work or construction to fully conform to the approved plans as required under Section 5, the Municipality shall require that all site and construction works cease, except for works which may be approved by the Development Engineer to ensure compliance with the environmental protection plans.

5.7 Annual Water Quality Testing

The Developers agree to conduct water quality testing on Beaver Bank Lake, all costs of which are to be assumed by the Developers. The testing program shall adhere to the following:

- (a) Testing shall take place once prior to the commencement of grading; and once a year thereafter for a period of five (5) years, to be submitted to the appropriate department of the Municipality;
- (b) Except for the initial test, to be conducted prior to grading, the annual water quality sample shall be taken between April 1 and June 15 each year with the results of the test submitted to the Municipality no later than August 1 of each year;
- (c) Samples shall be taken near the middle or deepest portion of the lake and the following field measurements shall be included with each water sample:
 - i) Secchi depth
 - ii) Water temperature
 - iii) Dissolved oxygen
 - iv) pH level
 - v) Conductivity
- (d) Water quality sampling and testing required pursuant to this Amending Agreement shall be conducted by persons deemed qualified by the Municipality; and
- (e) Water quality samples required pursuant to this Amending Agreement shall test for the following materials and chemicals:
 - i) Total phosphoreus;
 - ii) Total nitrogen;
 - iii) Total suspended solids;

- iv) Fecal coliforms;
- v) Chlorophyll; and
- vi) RCAP-MS (Rapid Chemical Analysis package - Metals Suite)

5.8 Securities

Prior to the issuance of a Top Soil Removal Permit, the Developers shall post security in the amount of \$10,000 to ensure that all environmental protection measures, identified in this section, are properly implemented and maintained. The security of \$10,000 shall include the amounts required in accordance with the Topsoil Removal By-law. The security shall be in favour of the Municipality and may be in the form of a certified cheque or irrevocable, automatically renewable letter of credit issued by a chartered bank. The security shall be returned to the Developers once development is complete, provided all measures for environmental protection have been implemented to the satisfaction of the Development Officer, in consultation with the Development Engineer, and that all disturbed surfaces have been permanently reinstated. Should the Developer fail to complete the environmental protection measures to the satisfaction of the Development Officer, the Municipality may use the deposit to complete the work as set out in of this Amending Agreement. The Developer shall be responsible for all costs in this regard exceeding the deposit. The security deposit or unused portion of the security deposit shall be returned to the Developer upon completion of the work and its certification.

6. All parties agree that the following amendments are considered to be non-substantive and may be amended by resolution of the Council.
 - (a) Changes to the proposed development illustrated on Schedule C, which in the opinion of the Development Officer, are not minor in nature.

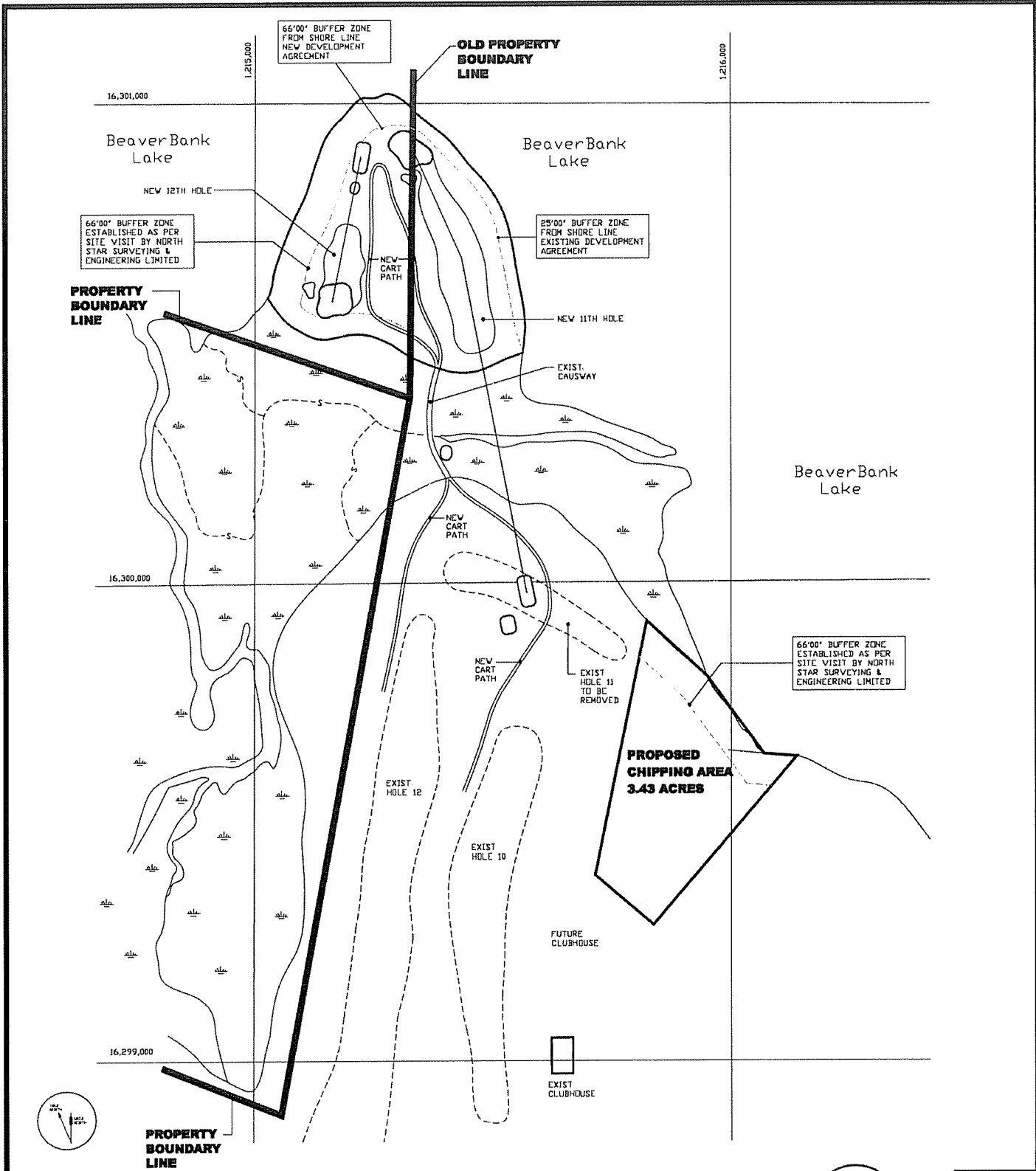
WITNESS that this Agreement, made in quadruplicate, was properly executed by the respective Parties on this _____ day of _____, 2008.

SIGNED, SEALED AND DELIVERED) **LOST CREEK GOLF CLUB INC.**
in the presence of)
) Per: _____
)
)

SIGNED, SEALED AND DELIVERED) **C AND L GUMBLEY HOLDINGS LTD.**
in the presence of)
) Per: _____
)
)

SEALED, DELIVERED AND) **HALIFAX REGIONAL MUNICIPALITY**
ATTESTED to by the proper)
signing officers of Halifax Regional)
Municipality duly authorized)
in that behalf in the presence of) Per: _____
) MAYOR
)

) Per: _____
) MUNICIPAL CLERK
)



Schedule 'C'
Concept Plan



- Marsh
- Stream
- Land Outline
- Exist Frwy

Attachment B: MPS Policies

Commercial Recreation Uses - Mixed Use A, B and C Designations

As previously indicated, there are a number of existing commercial recreation activities within the mixed use designations. The potential exists for more of these due to the scenic and natural amenities of the Plan Area and its easy accessibility to the metropolitan area. Such activities include campgrounds, amusement parks, golf courses, race tracks, drive-in theatres and associated food outlets.

The Strategy seeks to ensure that all commercial recreation uses make a positive contribution not only to the regional markets which they serve but also to the local community itself.

While there is support for this type of commercial development, there is concern with the potential for greatly increased amounts of traffic, as well as the noise and garbage often associated with the wide range of commercial recreation activities. Residents seek assurance that such activities will not detract from the existing character of the communities and the enjoyment of property. It is not the intention of the designations to permit any such use where it can be demonstrated that the proposed use will cause a significant reduction in the enjoyment of properties in the immediate area. It is the intention that such uses will be considered where it can be shown that a site has high commercial recreation potential which can be exploited without creating negative external impacts.

An additional concern with commercial recreation operations such as campgrounds is often the requirement for installation of a sewage treatment plant. While the Province has jurisdiction over the design and construction of such facilities, there are serious problems with ongoing maintenance which can effect adjacent properties and the quality of nearby watercourses.

Golf courses also raise environmental questions, related to the extensive use of fertilizer and its effect on watercourses. This impact can be assessed through site evaluation. The layout of club houses and greens can be designed in such a way that the impact on watercourses and adjacent development is minimized, including hazards resulting from stray golf balls.

P-27 Within the Mixed Use A, B and C Designations, it shall be the intention of Council through the land use by-law to provide for the continued use of commercial recreation uses to the extent they presently exist (Policy P-9 and P-12). Further, Council may consider any proposed expansion of existing commercial recreation uses as well as the development of new commercial recreation uses by development agreement and according to the provisions of the Municipal Government Act. In considering any new or expanded commercial recreation use, Council shall have regard to the following:

- (a) that the site exhibits characteristics which make the location particularly suitable for the proposed use;
- (b) the potential for adversely affecting adjacent residential and community facility development by virtue of noise, visual intrusion, traffic generation and littering;

- (c) the provision of landscaping or buffering from adjacent development and the public road to which it has access in order to reduce the impact of the proposed development;
- (d) the availability of a site and site design which will entirely contain all aspects of the operation within the boundary of the proposed site;
- (e) the impact on traffic circulation and in particular sighting distances and entrances and exits to the site.
- (f) the layout and design of the facility;
- (g) general maintenance of the facility;
- (h) where any sewage treatment plant is proposed, the location and level of treatment of the sewage treatment plant;
- (i) that the appearance of all buildings and structures related to the use shall be compatible with the surrounding area in terms of scale, exterior finish and signage;
- (j) an assessment of environmental concerns related to the proposed development and in particular, potential effects on watercourses;
- (k) the requirement for any applicable provincial approvals; and
- (l) hours of operation; and
- (m) the provisions of Policy P-137.

P-137 In considering development agreements and amendments to the land use by-law, in addition to all other criteria as set out in various policies of this Plan, Council shall have appropriate regard to the following matters:

- (a) that the proposal is in conformity with the intent of this Plan and with the requirements of all 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 central or on-site sewerage and water services;
 - (iii) the adequacy or proximity of school, recreation or other community facilities;
 - (iv) the adequacy of road networks leading or adjacent to or within the development; and
 - (v) the potential for damage to or for destruction of designated historic buildings and sites.
- (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.
- (d) that the proposed site is suitable in terms of the steepness of grades, soil and geological conditions, locations of watercourses, marshes or bogs and susceptibility to flooding.

- (e) **Within any designation, where a holding zone has been established pursuant to “Infrastructure Charges - Policy P-81”, 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-July 2/02; E-Aug 17/02)**

Attachment C: LUB Requirements - MU-1 Zone

PART 13: MU-1 (MIXED USE) 1 ZONE

13.1 MU-1 USES PERMITTED

No development permit shall be issued in any MU-1 (Mixed Use) Zone except for the following:

Residential Uses

Single unit dwellings

Two unit dwellings

Boarding and rooming houses

Bed and Breakfast

Senior citizens housing

Existing mobile dwellings

Existing multiple unit dwellings

Day care facilities for not more than fourteen (14) children and in conjunction with permitted dwellings

Business uses in conjunction with permitted dwellings

Other Uses

Institutional uses, except fire and police stations

Open space uses

Commercial uses permitted in the C-2 (General Business) Zone

Trucking, landscaping, excavating and paving services

Agriculture uses

Forestry uses and wooden furniture manufacturing

Composting operations (see section 4.29)

13.2 MU-1 ZONE REQUIREMENTS: RESIDENTIAL USES

In any MU-1 Zone, no development permit shall be issued for residential uses except in conformity with the provisions of Section 11.2.

13.3 MU-1 ZONE REQUIREMENTS: OTHER USES

In any MU-1 Zone, no development permit shall be issued except in conformity with the following:

Minimum Lot Area	29,064 square feet (2700 m ²)
Minimum Frontage	100 feet (30.5 m)
Minimum Front or Flankage Yard	30 feet (9.1 m)
Minimum Rear or Side Yard	15 feet (4.6 m)

Maximum Lot Coverage for Structures and Storage	50 per cent
Maximum Height of Main Building	35 feet (10.7 m)

13.4 OTHER REQUIREMENTS: BUSINESS AND DAY CARE USES

- (a) With the exception of outdoor display provisions, where business uses and day care facilities in conjunction with a dwelling are permitted in any MU-1 Zone, the provisions of Section 11.3 and Section 11.4 shall apply.
- (b) Outdoor display shall not be permitted:
 - (i) within 10 feet of the front lot line or within the required side yard;
 - (ii) within any yard which abuts an adjacent residential use, except where a visual barrier is provided;
 - (iii) shall not exceed 200 square feet.

13.5 OTHER REQUIREMENTS: COMMERCIAL USES

Where commercial uses are permitted in any MU-1 Zone, the following shall apply:

- (a) The gross floor area devoted to all commercial uses on any lot shall not exceed two thousand (2,000) square feet.
- (b) No open storage or outdoor display shall be permitted.
- (c) The parking lot shall be demarcated and paved or otherwise maintained with a stable surface which is treated in a manner to prevent the raising of dust and loose particles.
- (d) Except where any commercial use abuts another commercial use in an MU-1 Zone, no portion of any parking space shall be located within any required side yard.
- (e) Where any commercial use abuts another commercial use in the MU-1 Zone, the abutting side yard requirement shall be eight (8) feet.

13.6 OTHER REQUIREMENTS: AGRICULTURE USES

- (a) Notwithstanding the provisions of Section 13.3, where any barn, stable or other building intended for the keeping of more than fifty (50) domestic fowl or ten (10) other animals is erected in any MU-1 Zone, no structure shall:
 - (i) be less than fifty (50) feet from any side lot line;
 - (ii) be less than one hundred (100) feet from any dwelling or potable water supply except a dwelling or supply on the same lot or directly related to the agricultural use;
 - (iii) be less than three hundred (300) feet from any watercourse or water body;
 - (iv) be less than five hundred (500) feet from any residential (R-1, RR-1) zone.
- (b) No more than two thousand (2,000) square feet of floor area of all structures on any lot shall be used for a retail use accessory to agriculture uses.

13.7 OTHER REQUIREMENTS: FORESTRY AND WOODEN
FURNITURE MANUFACTURING

Where forestry uses and wooden furniture manufacturing are permitted in any MU-1 Zone, the following shall apply:

- (a) No more than two thousand (2,000) square feet of gross floor area of all structures on any lot shall be used for a sawmill, other industrial mill related to forestry, wooden furniture manufacturing, or retail use accessory to the above uses;
- (b) No sawmill or other industrial mill related to forestry shall be located less than fifty (50) feet from any lot line nor less than three hundred (300) feet from any dwelling except a dwelling located on the same lot or directly related to the above use;
- (c) Any area devoted to open storage shall not be permitted within any required front or side yard and shall not exceed twenty-five (25) per cent of the lot area.

13.8 OTHER REQUIREMENTS: INSTITUTIONAL USES

Where institutional uses are permitted in any MU-1 Zone, the provisions of Part 22 shall apply.

13.9 OTHER REQUIREMENTS: TRUCKING, LANDSCAPING, EXCAVATING AND
PAVING SERVICES

Where trucking, landscaping, excavating and paving services are permitted in a MU-1 Zone, the following shall apply:

- (a) No development permit shall be issued for any use unless a dwelling is located on the lot.
- (b) The total gross floor area of all structures on any lot devoted to the above uses shall not exceed two thousand (2000) square feet.
- (c) No materials or mechanical equipment which is obnoxious or which creates a nuisance by virtue of noise, vibration, smell or glare shall be used on the lot.
- (d) With the exception of aggregate resources, any materials associated with the above uses shall be contained within a building or otherwise enclosed by a fence, vegetation, or other means which provide a visual and physical barrier.
- (e) Any area devoted to open storage shall not be permitted within any required front or side yard line and shall not exceed twenty-five (25) per cent of the lot area.
- (f) One off street parking space, other than that required for the dwelling shall be provided for every three hundred (300) square feet of floor area used by the above use.
- (g) No product stockpile or processing activity associated with the above uses shall be located within one hundred (100) feet of a watercourse.

13.10 EXEMPTION: EXISTING MOBILE HOME PARKS

Notwithstanding Section 13.1, Timber Trails Mobile Home Park, LIC Number 40203622, shall be a permitted use to the extent to which it is in existence on the effective date of this by-law.

13.11 EXEMPTION: EXISTING COMMERCIAL RECREATION USES

Notwithstanding Section 13.1, Woodhaven Campground, LIC Number 425389, and Pin-Hi Golf Course, LIC Number 425512, and Atlantic Playland, LIC Number 40203648 and 40203630, shall be permitted uses to the extent to which they are in existence on the effective date of this By-law.