



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

North West Community Council  
May 26, 2014

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

Original Signed

**SUBMITTED BY:**

Brad Anguish, Director of Community and Recreation Services

**DATE:** May 14, 2014

**SUBJECT:** Case 18710: Development Agreement to enable a kennel at 3188 Sackville Drive, Upper Sackville

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**ORIGIN**

Application by Vanessa Roop

**LEGISLATIVE AUTHORITY**

*Halifax Regional Municipality Charter; Part VIII, Planning and Development*

**RECOMMENDATION**

It is recommended that North West Community Council:

1. Give Notice of Motion to consider the proposed development agreement as contained in Attachment A of this report to permit a kennel at 3188 Sackville Drive and to schedule a public hearing;
2. Approve the proposed development agreement as contained in Attachment A of this report to permit a kennel at 3188 Sackville Drive; and
3. Require the agreement be signed by the property owner within 120 days, or any extension thereof granted by Council on request of the property owner, from the date of final approval by Council and any other bodies as necessary, including applicable appeal periods, whichever is later; otherwise this approval will be void and obligations arising hereunder shall be at an end.

## **BACKGROUND**

The applicant, Vanessa Roop, lives at 3188 Sackville Drive in Upper Sackville and wishes to operate a dog daycare and boarding operation from her property. Under the Sackville Municipal Planning Strategy (MPS) and Land Use By-law (LUB), a dog daycare and boarding operation is defined as “kennel”. In accordance with Policy P-26A of the MPS, a kennel may be considered by development agreement. The applicant has applied for a development agreement to allow a 3,000 square foot accessory building for a dog daycare, with space for up to 30 dogs, including overnight boarding for up to 6 dogs.

### **Location, Designation, Zoning and Surrounding Area**

<b>Subject Property</b>	3188 Sackville Drive and approximately 4.1 acres (1.6 ha) in area
<b>Location</b>	Located in the rural community of Upper Sackville and located approximately 1km from the municipal border of East Hants near Mount Uniacke
<b>Designation</b>	Mixed Use C under the Beaver Bank, Hammonds Plains and Upper Sackville Municipal Planning Strategy (MPS) (Map 1)
<b>Zoning</b>	MU-2 (Mixed Use 2) under the Beaver Bank, Hammonds Plains and Upper Sackville Land Use By-law(LUB) (Map 2)
<b>Current Use(s)</b>	Single Unit Dwelling
<b>Surrounding Use(s)</b>	Rural low density residential development pattern with a commercial campground directly south

### **Enabling Policy**

The MPS enables the consideration of kennels in the Mixed Use A, B and C designations through the development agreement process, subject to Policy P-26A and Policy P-137 (Attachment B). The development agreement process is intended to address potential land use impacts associated with kennels which include noise, traffic, collection and storage of animal waste, as well as general planning matters.

## **DISCUSSION**

Staff have conducted a review of the proposed development relative to the applicable policy criteria and advise that the proposed development agreement is consistent with the intent of the MPS. Attachment A contains the proposed Development Agreement. Attachment B contains an analysis of the applicable MPS policies. Aspects of the development that warrant further discussion are noted as follows:

### **Easement**

The majority of the subject property is impacted by a large NS Power easement. Given the location of the easement, the developable area of the property is greatly reduced and results in the proposed building and driveway being closer to the adjacent residential property than otherwise preferred. However, NS Power is permitting the fenced outdoor run and a portion of the parking lot to be placed within the easement, with the provision that should NS Power require use of that area, the outdoor run and parking will be moved. Should this occur, a substantive amendment to development agreement is required to relocate the outdoor run and parking.

### **Land Use Compatibility**

The Mixed Use C designation allows a wide range of uses as it is intended to recognize the semi-rural development characteristics of the area, with a traditional mix of low density residential, home business and resource uses. The MU-2 (Mixed Use) Zone permits a range of land uses from residential, composting operations, resource uses, commercial uses and some manufacturing uses. Through the provisions of the proposed development agreement (Attachment A), a kennel is a compatible land use and would have fewer impacts on existing residential dwellings than the majority of the as-of-right MU-2 uses.

The applicant is proposing a 3,000 square foot building to be used for the kennel (dog daycare and boarding). The development agreement allows 30 dogs with 6 dogs permitted for overnight boarding and a large outdoor dog run. The nearest single unit dwelling is approximately 146 feet (44.5 m) from the proposed outdoor dog run, with the other single unit dwellings being located over 400 feet (122.5 m) away. To minimize impact, the proposed development agreement requires buffering and fencing of the outdoor dog run (Attachment A).

The proposed accessory building is larger than the existing residence, but is located behind the existing dwelling and oriented so its narrow side faces Sackville Drive. This will reduce the visual impact of the proposed building from Sackville Drive. The proposed development agreement prohibits a large blank wall facing adjacent residential dwellings and a flat roof design. These two architectural provisions ensure the design of the proposed building is compatible with surrounding residential buildings.

### **Buffering and Fencing**

Noise is an important consideration when evaluating a kennel (dog daycare) with an outdoor dog run. To minimize noise, the existing 5 foot wooden (opaque) fence, along the northwest section adjacent the residential dwelling will provide screening and will help act as a buffer to noise. The portion of the outdoor dog run that faces Sackville Drive will also be buffered with a 6 foot high opaque fence or a landscape buffer to reduce noise and visual impact. The remainder of the outdoor run will be enclosed with chain link fencing. The HRM Noise By-law, which contains provisions relative to persistent noise-making by any animal, will apply.

### **North West Planning Advisory Committee**

The North West Planning Advisory Committee (NWPAC) reviewed this application on October 2, 2013 and passed a motion in favour of the application with the following comment:

1. The Committee expressed concern regarding the ability of the septic system to handle the increased load from the proposed dog daycare.

The applicant had an engineering study performed on their septic system to determine whether it is suitable to accommodate the dog daycare. An engineering study has confirmed that there is sufficient capacity in the existing septic system to handle the increased load from the dog daycare. However, the review did not consider the impacts of dog grooming on the system, therefore, staff is not recommending this use be permitted at this time. The agreement currently restricts dog grooming, but allows for the consideration of dog grooming as a non-substantive amendment to the agreement. If the applicant would like to consider this use in the future, further analysis of the septic system would be required.

### **Conclusion**

Staff reviewed the application and determined the proposed dog kennel, developed in accordance with the proposed development agreement (Attachment A), meets the intent of Policy P-26A and Policy P-137. Staff advise that the proposed development reasonably carries out the intent of the Beaver Bank, Hammonds Plains and Upper Sackville MPS and recommends that North West Community Council approve the proposed development as provided in Attachment A.

### **FINANCIAL IMPLICATIONS**

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

### **COMMUNITY ENGAGEMENT**

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

The level of community engagement was consultation, achieved through a public information meeting on Sept 30, 2013 (see Attachment C), the HRM Website, responses to inquiries, as well as an information/notification sheet that was sent to property owners in the general area of the site regarding the proposal.

A Public Hearing must be held by Community Council before they can consider approval of the proposed development agreement. Should Community Council decide to proceed with a public hearing on this application, in addition to the published newspaper advertisements, property owners within the notification area, as shown on Map 2, will be notified of the hearing by regular mail. The HRM website will also be updated to indicate notice of the public hearing.

The proposed development agreement will potentially impact local residents, property owners and adjacent businesses.

**ENVIRONMENTAL IMPLICATIONS**

The proposal meets all applicable environmental policies contained in the MPS. No additional concerns were identified beyond those discussed in this report.

**ALTERNATIVES**

1. Community Council may choose to refuse to approve the development agreement and, in doing so, must provide reasons why the agreement does not reasonably carry out the intent of the MPS. This is not recommended. A decision of Council to reject this development agreement, with or without a public hearing, is appealable to the N.S. Utility & Review Board as per Section 262 of the *HRM Charter*.
2. Community Council may choose to approve the proposed development agreement subject to modifications. This may necessitate further negotiation with the applicant, a supplementary staff report and an additional public hearing.

**ATTACHMENTS**

Map 1	Generalized Future Land Use Map
Map 2	Zoning and Notification
Attachment A	Development Agreement
Attachment B	Excerpts from the Beaver Bank, Hammonds Plains and Upper Sackville MPS and Policy Evaluation
Attachment C	Public Information Meeting Minutes

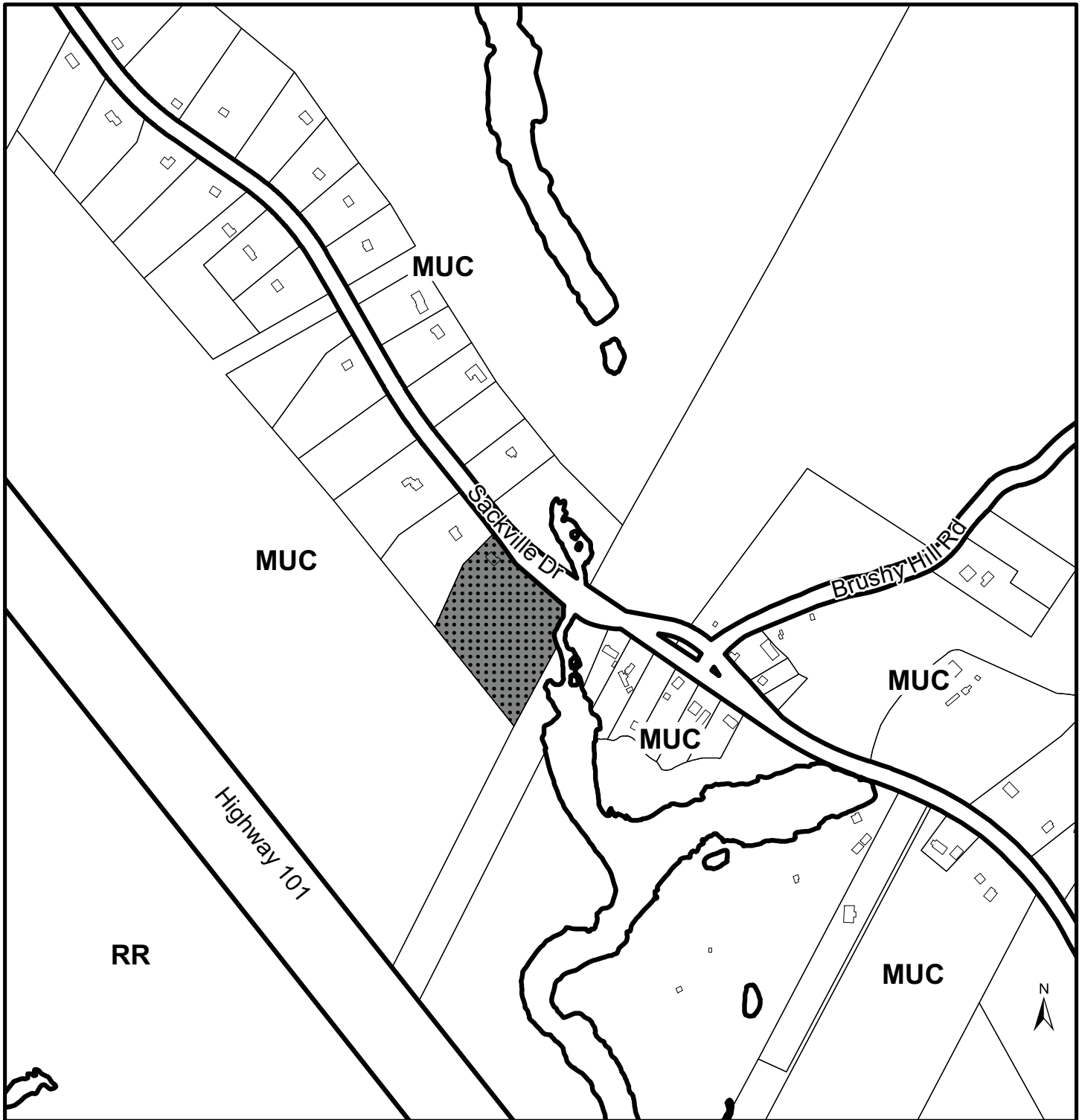
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A copy of this report can be obtained online at <http://www.halifax.ca/commcoun/cc.html> then choose the appropriate Community Council and meeting date, or by contacting the Office of the Municipal Clerk at 490-4210, or Fax 490-4208.

Report Prepared by: Jennifer Chapman, Planner 1, 490-3999

Original Signed 


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



### Map 1 - Generalized Future Land Use

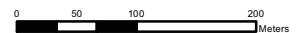
3188 Sackville Drive,  
Upper Sackville



 Subject Lands

#### Designation

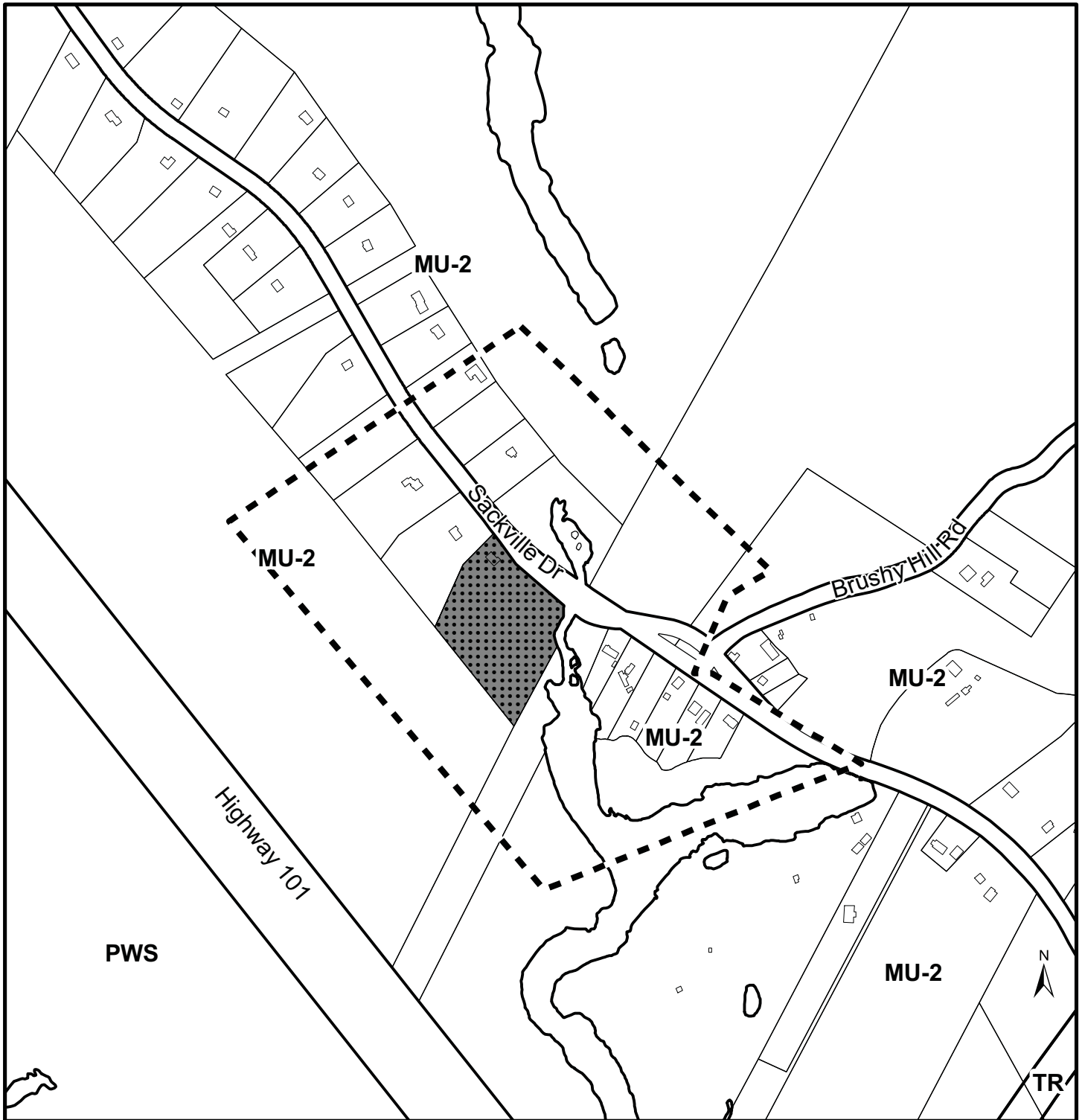
MUC Mixed Use C  
RR Rural Resource



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

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



Planning Districts 15, 18, & 19



### Map 2 - Zoning and Notification

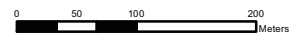
3188 Sackville Drive,  
Upper Sackville



-  Subject Lands
-  Area of Notification

#### Zone

- MU-2 Mixed Use 2
- PWS Protected Water Supply
- TR Transportation Reserve



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

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

Planning Districts 15, 18, & 19

**Attachment A  
Development Agreement**

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

BETWEEN:

**[Insert Name of Corporation/Business LTD.]**

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

-OR-

**[Insert Individual's name]**

an individual, in the Halifax Regional Municipality [**or other  
applicable County**],  
in the Province of Nova Scotia [**or other Province,**] (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 3188 Sackville Drive, Upper Sackville and which said lands are more particularly described in Schedule A hereto (hereinafter called the "Lands");

AND WHEREAS the Developer has requested that the Municipality enter into a Development Agreement to allow for a kennel on the Lands pursuant to the provisions of the *Halifax Regional Municipality Charter* and pursuant to Policy P-26A of Beaver Bank, Upper Sackville, Hammonds Plains Municipal Planning Strategy and Section 3.6(a) of the Beaver Bank, Upper Sackville, Hammonds Plains Land Use By-law;

AND WHEREAS the North West Community Council for the Municipality approved this request at a meeting held on **[Insert - Date]**, referenced as Municipal Case Number 18710;



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

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## **PART 1: GENERAL REQUIREMENTS AND ADMINISTRATION**

### **1.1 Applicability of Agreement**

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

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

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

### **1.3 Applicability of Other By-laws, Statutes and Regulations**

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

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

### **1.4 Conflict**

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

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

### **1.5 Costs, Expenses, Liabilities and Obligations**

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

### **1.6 Provisions Severable**

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

## **PART 2: DEFINITIONS**

### **2.1 Words Not Defined under this Agreement**

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

## **PART 3: USE OF LANDS, SUBDIVISION AND DEVELOPMENT PROVISIONS**

### **3.1 Schedules**

The Developer shall develop the Lands in a manner, which, in the opinion of the Development Officer, conforms with the following Schedules attached to this Agreement and filed in the Halifax Regional Municipality as Case Number 18710:

Schedule A    Legal Description of the Lands  
Schedule B    Proposed Site Layout

### **3.2 Requirements Prior to Approval**

Notwithstanding any other provision of this Agreement, the Developer shall not occupy or use the Lands for any of the uses permitted by this Agreement unless an Occupancy Permit has been issued by the Municipality. No Occupancy Permit shall be issued by the Municipality unless and until the Developer has complied with all applicable provisions of this Agreement and the Land Use By-law (except to the extent that the provisions of the Land Use By-law are varied by this Agreement) and with the terms and conditions of all permits, licenses, and approvals required to be obtained by the Developer pursuant to this Agreement.

### **3.3 General Description of Land Use**

3.3.1 The use(s) of the Lands permitted by this Agreement are the following:

- (a) Dog kennel; and
- (b) A single unit dwelling; or
- (c) Any uses permitted within the existing zone applied to the Lands subject to the provisions contained within the Land Use By-law for Beaver Bank, Upper Sackville, Hammonds Plains as amended from time to time.

3.3.2 Dog grooming is not permitted.

3.3.3 The Development Officer may permit unenclosed structures attached to a main building such as verandas, decks, porches, steps, and mobility disabled ramps to be located within the required minimum front, side and rear yards in conformance with the provisions of the Beaver Bank, Hammonds Plains, Upper Sackville Land Use By-law, as amended from time to time.

### **3.4 Detailed Provisions of Land Use**

3.4.1 No more than 30 dogs may be boarded at any time with a maximum of 6 dogs for overnight boarding.

3.4.2 The use of the Lands as a kennel shall be limited to space within the proposed kennel building and the outdoor dog run as illustrated on Schedule B.

3.4.3 The kennel building shall not exceed a gross floor area of 278.8 sq.m. (3,000 sq.ft.)

#### *Architectural Requirements*

##### *Blank Walls:*

3.4.4 Large blank or unadorned walls facing the adjacent residential buildings shall not be permitted. The scale of large walls shall be tempered by methods such as the introduction of artwork, such as murals, textural plantings and trellises, and architectural detail to create shadow lines (implied windows, cornice lines, or offsets in the vertical plane).

##### *Functional Elements:*

3.4.5 All vents, down spouts, flashing, electrical conduits, metres, service connections, and other functional elements shall be treated as integral parts of the design. Where appropriate these elements shall be painted to match the colour of the adjacent surface, except where used expressly as an accent.

3.4.6 The kennel building shall be designed such that the mechanical systems (HVAC, exhaust fans, etc.) are not visible from abutting residential properties. Furthermore, no mechanical equipment or exhaust fans shall be located between the building and the adjacent residential properties unless screened as an integral part of the building design and noise reduction measures are implemented. This shall exclude individual residential mechanical systems.

3.4.7 A flat roof is not permitted on the kennel building.

### **3.5 PARKING, CIRCULATION AND ACCESS**

3.5.1 Off street parking for the kennel shall be provided at a minimum rate of 1 space per 375 square foot of gross floor area of the kennel building plus 1 parking space designated for the mobility disabled and located as illustrated on Schedule B.

3.5.2 The parking area shall be hard surfaced or gravelled.

### **3.6 OUTDOOR LIGHTING**

Lighting shall be directed to driveways, parking areas, loading area, building entrances and walkways and shall be arranged so as to divert the light away from streets, adjacent lots and buildings.

### **3.7 MAINTENANCE**

3.7.1 The Developer shall collect and store all dog waste on the Lands in a manner that does not create a nuisance through odour. The Developer shall remove and properly dispose of dog waste from the Lands altogether on a weekly basis.

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

### **3.8 SIGNS**

3.8.1 One ground sign may be permitted on the property for the kennel. The maximum height of a ground sign is 8 feet with a maximum area of 40 sq ft per side and the signage shall only have external illumination. Ornamental plants shall be planted and maintained around the entire base of the sign as part of the required landscaping.

3.8.2 A fascia sign is not permitted on the residential building.

### **3.9 SCREENING**

- 3.9.1 The Developer shall provide and maintain fencing, around the entire perimeter of the outdoor dog run as shown on Schedule B.
- 3.9.2 The Developer shall provide and maintain opaque fencing, at a minimum of 1.52 m (5 ft.) in height, along the north-west portion of the dog run that is facing the existing residential building as shown on Schedule B.
- 3.9.3 A landscaped buffer is required along the portion of the dog run facing Sackville Drive. The buffer shall consist of:
- (a) a minimum of twenty (20) feet in depth running the entire length of the adjacent property line and shall contain a vegetation screen consisting of at least two staggered rows of coniferous trees which are at least six (6) feet in height and at a maximum spacing of eight (8) feet on centre; or
  - (b) an opaque fence of at least six (6) feet in height.

### **3.10 HOURS OF OPERATION**

- 3.10 The Developer agrees that dogs shall not be kept outdoors between the hours of eleven o'clock (11) p.m. and seven o'clock (7) a.m. each day.

## **PART 4: STREETS AND MUNICIPAL SERVICES**

### *Off-Site Disturbance*

- 4.1 Any disturbance to existing off-site infrastructure resulting from the development, including but not limited to, streets, sidewalks, curbs and gutters, street trees, landscaped areas and utilities, shall be the responsibility of the Developer, and shall be reinstated, removed, replaced or relocated by the Developer as directed by the Development Officer, in consultation with the Development Engineer.

## **PART 5: AMENDMENTS**

### **5.1 Non-Substantive Amendments**

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

- (a) Changes to the signage as detailed in Section 3.8;

- (b) The granting of an extension to the date of commencement of the development as identified in Section 6.3 of this Agreement;
- (c) The granting of an extension to the date of completion of the development as identified in Section 6.5.1 of this Agreement; and
- (d) Change in use to allow dog grooming.

## **5.2 Substantive Amendments**

Amendments to any matters not identified under Section 5.1 shall be deemed substantive and may only be amended in accordance with the approval requirements of the *Halifax Regional Municipality Charter*.

## **PART 6: REGISTRATION, EFFECT OF CONVEYANCES AND DISCHARGE**

### **6.1 Registration**

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

### **6.2 Subsequent Owners**

- 6.2.1 This Agreement shall be binding upon the parties hereto, their heirs, successors, assigns, mortgagees, lessees and all subsequent owners, and shall run with the Lands which are the subject of this Agreement until this Agreement is discharged by Council.
- 6.2.2 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).

### **6.3 Commencement of Development**

- 6.3.1 In the event that development on the Lands has not commenced within 3 years from the date of registration of this Agreement at the Registry of Deeds or Land Registry Office, as indicated herein, the Agreement shall have no further force or effect and henceforth the development of the Lands shall conform with the provisions of the Land Use By-law.
- 6.3.2 For the purpose of this section, commencement of development shall mean the issuance of a Building Permit for the kennel.
- 6.3.3 For the purpose of this section, Council may consider granting an extension of the commencement of development time period through a resolution under 5.1, if the

Municipality receives a written request from the Developer at least sixty (60) calendar days prior to the expiry of the commencement of development time period.

#### **6.4. Completion of Development**

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

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

#### **6.5 Discharge of Agreement**

6.5.1 If the Developer fails to complete the development after 5 years from the date of registration of this Agreement at the Registry of Deeds or Land Registration Office Council may review this Agreement, in whole or in part, and may:

- (a) retain the Agreement in its present form;
- (b) negotiate a new Agreement; or
- (c) discharge this Agreement.

### **PART 7: ENFORCEMENT AND RIGHTS AND REMEDIES ON DEFAULT**

#### **7.1 Enforcement**

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

#### **7.2 Failure to Comply**

If the Developer fails to observe or perform any condition of this Agreement after the Municipality has given the Developer 30 days written notice of the failure or default, then in each such case:

- (a) The Municipality shall be entitled to apply to any court of competent jurisdiction for injunctive relief including an order prohibiting the Developer from continuing such default and the Developer hereby submits to the jurisdiction of such Court and waives any defense 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: \_\_\_\_\_

**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

\_\_\_\_\_  
Witness

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



**Attachment B**  
**Excerpts from the Beaver Bank, Hammonds Plains**  
**and Upper Sackville MPS and Policy Evaluation**

Kennels - Mixed Use A, B and C Designations

While there is an intention to permit some commercial uses "by right" in the Mixed Use Designations there is also a need to accommodate other uses which, by nature of their size or characteristics, require additional scrutiny and site evaluation through the development agreement process.

It is expected that the demand for kennel facilities will increase along with the growing residential population within the plan area. However, the potential land use impacts associated with kennels, such as noise, traffic and the collection and storage of animal waste are most appropriately considered on a detailed and site specific manner. In order to accommodate the existing and future demand for dog care services in the plan area while minimizing the potential for associated land use impacts, proposals for kennels will be considered by development agreement.

P-26A Within the Mixed Use A, B and C Designations, it shall be the intention of Council to consider permitting kennels by development agreement in accordance with the applicable provisions of the Municipal Government Act and having regard to the following:

<i>(a) the subject property is not located within a residential zone;</i>	The property is zoned Mixed Use 2 which permits a wide variety of uses from residential to industrial. Therefore, the subject property is not located within a residential zone.
<i>(b) the size and appearance of all buildings or structures related to the use are compatible with the surrounding area in terms of scale, design, materials and signage;</i>	The proposed building is of a larger scale than the buildings that surround it, but it is set back from the street, behind fencing and the existing dwelling. This placement will limit its physical presence from the street. The building will have a peaked roof, keeping the design consistent with the surrounding residential dwellings. The building is oriented to the side, so the smaller wall face, faces the street, which helps the building appear smaller.  The signage will not have interior illumination and is limited to 8 ft in height.
<i>(c) that limits are placed on the maximum number of dogs permitted on the property where appropriate;</i>	The number of dogs is restricted to 30 with 6 allowed for overnight boarding. The applicant has a large, treed property with few neighbours.
<i>(d) that sufficient off-street parking is provided;</i>	Sufficient parking is provided.
<i>(e) that all outdoor areas for dog play/socialization and waste are completely fenced and setback a minimum of 20 feet (6 metres) from any property line;</i>	The outdoor area is fenced and is setback, at the closest point, approximately 45 ft from the property line.  Opaque fencing or a landscaped buffer is provided around the outdoor dog run, where it faces a residence or the street. This will assist in buffering the noise of the animals when they are outside.

<i>(f) the hours of operation, including limitations on outdoor dog play/socialization;</i>	Animals are not allowed outside between 11 pm and 7 am
<i>(g) provisions related to the collection, storage and disposal of animal waste;</i>	The agreement requires that waste be stored in a manner that reduces odour and is cleaned up on a regular basis.
<i>(h) the impact of the proposed development on traffic circulation and the road network;</i>	Development Engineering has reviewed the TIS and accepted the conclusion that there will be limited impacts on the traffic network due to this development.
<i>(i) general maintenance of the facility;</i>	The agreement requires that the Developer maintain the property at an acceptable standard, which includes the exterior of the building, fencing, walkways, 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.
<i>(j) the provisions of Policy P-137.</i>	See table below.

<i>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:</i>	
<i>(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;</i>	Proposal meets the requirements of Policy P-26a (see table above).
<i>(b) that the proposal is not premature or inappropriate by reason of:</i>	
<i>(i) the financial capability of the Municipality to absorb any costs relating to the development;</i>	There are no anticipated costs to the Municipality relating to the proposed development.
<i>(ii) the adequacy of central or on-site sewerage and water services;</i>	<p>The site is serviced by on-site well and septic. An engineering study has confirmed that there is sufficient capacity in the existing septic system to handle the increased load from the dog daycare. The agreement currently restricts dog grooming, but allows for the consideration of dog grooming as a non-substantive amendment to the agreement as further review of the septic system would be required.</p> <p>The current well is located in the front yard (and outside of the easement) and is anticipated to be used to service the new building. At the time of application for a building permit, documentation from Department of Environment is required showing approval of the onsite servicing system.</p>
<i>(iii) the adequacy or proximity of school, recreation or other community facilities;</i>	The proposed development will have no impact on school, recreation or community facilities.
<i>(iv) the adequacy of road networks leading</i>	Development Engineering has reviewed the TIS and

<i>or adjacent to or within the development; and</i>	accepted the conclusion that there will be limited impacts on the traffic network due to this development.
<i>(v) the potential for damage to or for destruction of designated historic buildings and sites.</i>	NA
<i>(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>	Proposal meets the requirements of Policy P-26a (see table above).
<i>(i) type of use;</i>	Proposal meets the requirements of Policy P-26a (see table above).
<i>(ii) height, bulk and lot coverage of any proposed building;</i>	Proposal meets the requirements of Policy P-26a (see table above).
<i>(iii) traffic generation, access to and egress from the site, and parking;</i>	Proposal meets the requirements of Policy P-26a (see table above).
<i>(iv) open storage;</i>	Proposal meets the requirements of Policy P-26a (see table above).
<i>(v) signs; and</i>	Proposal meets the requirements of Policy P-26a (see table above).
<i>(vi) any other relevant matter of planning concern.</i>	Proposal meets the requirements of Policy P-26a (see table above).
<i>(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.</i>	Site is level and is well suited for the proposed use.
<b><i>(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-Jul 2/02;E-Aug 17/02)</i></b>	NA

**Attachment C  
Public Information Meeting Minutes**

**HALIFAX REGIONAL MUNICIPALITY  
PUBLIC INFORMATION MEETING  
CASE NO. 18710  
DOG DAYCARE AND KENNEL – UPPER SACKVILLE**

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**7:00 p.m.  
Monday, September 30, 2013  
Springfield Lake Recreation Centre  
266 Lakeview Avenue, Sackville, NS**

**STAFF IN**

**ATTENDANCE:** Jennifer Chapman, Planning Applications  
Holly Kent, Planning Technician  
Jennifer Purdy, Planning Controller

**ALSO IN** Vanessa Roop, Applicant  
**ATTENDANCE:**

**PUBLIC IN**  
**ATTENDANCE:** 4

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The meeting commenced at approximately 7:00 p.m.

**Opening remarks/Introductions/Purpose of meeting**

**Ms. Jennifer Chapman** introduced herself as the planner guiding this application through the process; she introduced Holly Kent, Planning Technician, HRM Planning Applications and Jennifer Purdy, Planning Controller, HRM Planning Applications and the applicant, Vanessa Roop.

The purpose of this public meeting is to identify to the community early in the process that an application by Vanessa Roop has been received for a dog daycare and boarding facility at 3188 Sackville Drive, Upper Sackville. A development application has been received and what policies allows it to be considered.

**Process and Overview of Application**

Ms. Chapman reviewed the application process, noting that the public information meeting is an initial step, whereby HRM reviews and identifies the scope of the application and seeks input from the neighborhood. The application will then be brought forward to North West PAC for review. Staff will then draft a development agreement which will be attached to the staff report and brought forward to North West Community Council. Following Council's decision, there is an appeal period, during which the decision can be appealed to the Nova Scotia Utility and

Review Board (NSUARB). Ms. Chapman explained that the Municipal Planning Strategy (MPS) is the policy document that designates lands for certain types of activities (residential, commercial etc.). It also provides policy that guides the decision making process for certain uses that might be ok, provided certain criteria are met. The MPS provides the community vision, is more flexible than zoning and provides the policy framework to review requests for changes. These changes require public input and a public hearing, and these decisions are appealable. Ms. Chapman reviewed the development agreement process, explaining that a development agreement requires policy in the Municipal Planning Strategy, it is more flexible than an as-of-right development; it is a contract between a landowner and the Municipality and places limits and controls on how the site is developed. This agreement is carried with the deed on the property and may be appealed through the NSUARB following the public process.

Ms. Chapman explained that this property is under the Beaver Bank/Upper Sackville/Hammonds Plans Plan Area. It is zoned MU-2 (Mixed Use 2 Zone) and the designation is Mixed Use C which recognizes the semi-rural development characteristics of the area, with a traditional mix of low density residential, home business and resource uses. The Mixed Use C designation also has a focus on employment providers.

Ms. Chapman explained that Ms. Roop is proposing a 3000 sq.ft. building with a 15000 sq.ft. fenced outdoor dog run. At this time, she reviewed slides viewing the backyard where the proposed kennel building will go; the fenced area for the dogs explaining that this has already been built and is fully enclosed with a double gated entrance area to limit the possibility of a dog escaping; she reviewed the site plan pointing to the location of the dwelling, driveway, parking, fenced area, easement, 6 parking spaces; lot line and added that their home will be staying on the site. Ms. Chapman explained that within this application, Ms. Roop is requesting to have 30-35 dogs.

Ms. Chapman explained that the following criteria that staff reviews the application against are: vehicle circulation and parking; hours of operation; setbacks; building design and the number of dogs. Staff want to ensure that there is adequate parking for employees, as well as pick up and drop offs. The policy requires the outdoor activity area to be 20ft from the neighbours lot line, and the bulk and scale and appearance of the building must be consistent with surrounding area. She also added that staff can also put in place controls where needed, on hours of operation and the number of dogs allowed.

### **Comments/Questions**

Mr. Ken Fraser, Sackville Drive asked for more detail regarding the actual facility.

Ms. Vanessa Roop, Applicant explained that the hours of operation are from 7am – 7pm with anticipation of drop off around 8am and pick up around the supper hour when the dog owners get off work except for the dogs they will be boarding, these dogs will be around in the evenings as well. Ms. Roop explained that they have requested to be allowed to have 35 dogs at one time, this will allow for growth room. She added that each dog will have 35 sq. ft. of their own space and ensured that they will be sound proofing the area with landscaping and using different noise cancelling recommendations. She explained that she understands the concern with barking dogs

and ensured that this would be kept to a minimal that they do not like barking dogs either and do not want to be a nuisance to their neighbours.

Mr. Scott Botting, Sackville Drive addressed concern with the noise 35 dogs will generate and explained that there is no way that you can keep 35 dogs from barking. He added that 35 dogs is inconvenient and has concern with the impacts this will have on his properties resale value.

Ms. Chapman stated that this application is at the very beginning stages and no decisions will be made. PAC will be provided with tonight's comments and will perform an in-depth review.

Mr. Bill Doubleday, Sackville Drive addressed concern with feces and asked what preventative measures the applicant will be taking to ensure this doesn't affect the lake.

Ms. Chapman explained that the development agreement will have provisions about the collection and storage of dog waste.

Ms. Roop explained that they will be running a professional business and that the feces will be picked up as it happens with doggy bags and put out for normal garbage disposal. She ensured that they do not want feces in their backyard either.

Mr. Ken Fraser, Sackville Drive explained that he has chosen this property for easy resale as he gets relocated with his employment. He addressed concern with this business directly affecting his resale value and also being a negative selling feature. He also addressed concern with the noise the dog daycare may generate.

Ms. Chapman asked if having less dogs than requested would make the development more acceptable.

Mr. Fraser said no, that a dog day care is a dog day care and the amount of dogs allowed will not change the impact it has on his property.

Ms. Jackie Dubois, Sackville Drive explained that she does recognize the need for this type of business in this area but, is nervous with having it so close to her home that it will hurt the resale of her property.

Ms. Roop explained that they deal closely with a reputable dog trainer and ensured that not all 35 dogs would be outside at once. She added that every dog that is brought into the dog day care will have to complete a social assessment and explained that if there are any issues with that dog at all, they will not accept it. She explained that they have looked at different locations within a commercial zone however, nothing was appropriate or affordable. She explained that this zoning allows for businesses and noted that the majority of noise would happen while people are away at work.

Mr. Doubleday explained there are coyotes and wild cats in the area.

Mr. Fraser explained that he appreciates the idea of having the dogs during business hours however, the proposed hours of operation will not work for those who work shift work and need to sleep during the day.

Ms. Chapman corrected Ms. Roop by explaining that this use is not permitted in this zoning however, is permitted in the policy that allows staff to consider the use. The application itself will have to go through Council for a Public Hearing, who will then make the final decision.

Mr. Fraser asked what type of things Council considers when considering approval of an application i.e., number of residents who attend a public information meeting.

Ms. Chapman explained that all questions regarding policy are site specific and is hard to predict what will weigh Council's decision. Staff will bring forward concerns from the residents which Council will review and ask how these concerns can be addressed. She also added that the recorded minutes of this meeting will be attached to the staff report for Council's review.

Mr. Fraser explained that 18-22 new homes were built and purchased in this area and noted disappointment that there are not more people who attended this meeting. He asked if the public voice concern regarding noise, how Community Council will respond to concerns over declining property value.

Ms. Chapman explained that property value may be brought up at the public hearing by the public and Council may consider these implications when reviewing the application however, there will be no compensation.

Mr. Botting asked how long the process is.

Ms. Chapman explained that a development agreement typically takes approximately 10 months and this application is at the beginning of the process. If adopted by Council, there is an appeal period, and then the agreement needs to be signed and witnessed by different parties before registering at the Land Registry of Deeds; this process typically takes 30 days. Following the registration, the applicant will have to apply for a permit which is another 30 days. Overall it will take approximately one year to be a legal dog daycare, providing everything goes forward.

Mr. Brian MacDonald, Sackville Drive explained that he has two small children and addressed concern for their safety if the dogs ever escape. He has seen dogs jump fences before.

Ms. Chapman asked Ms. Roop how tall the fences are.

Ms. Roop explained that the fence is 6ft tall and the chain-link fence 5 ft tall. As part of the social assessment is a 10 page documents that dog owners need to fill out. One of the questions is "do you have any reason to believe that your dog would jump over the fence". She added that they will ensure that this does not happen and echoed that they will have a double gate entrance limiting potential escapes.

**Closing Comments**

Ms. Chapman thanked everyone for coming to this meeting and addressing their comments. She explained that she will pass out her business cards in case anyone has any further questions or comments.

**Adjourned**

Ms. Chapman closed the meeting at 7:37pm.