



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

Item No. 4.1.1
Harbour East – Marine Drive Community Council
July 23, 2015

TO: Chair and Members of Harbour East – Marine Drive Community Council

SUBMITTED BY: *Original signed*

Bob Bjerke, Chief Planner & Director, Planning and Development

DATE: May 13, 2015

SUBJECT: **Case 19421: Development Agreement for a Kennel – 343 West Petpeswick Road, West Petpeswick**

ORIGIN

Application by Jeanette Reynolds.

LEGISLATIVE AUTHORITY

Halifax Regional Municipal Charter, Part VIII, Planning and Development.

RECOMMENDATION

It is recommended that Harbour East – Marine Drive Community Council:

1. Give Notice of Motion to consider the proposed development agreement for a kennel as provided in Attachment A, and schedule a public hearing;
2. Approve the proposed development agreement for a kennel as set out in Attachment A of this report to permit an expansion to an existing kennel at 343 West Petpeswick Road, West Petpeswick; and
3. Require the proposed development agreement be signed by the property owner within 120 days, or any extension thereof granted by Council on request of the property owner, from the date of final approval by Council and any other bodies as necessary, including applicable appeal periods, whichever is later; otherwise this approval will be void and obligations arising hereunder shall be at an end.

BACKGROUND

Within the Eastern Shore West Plan Area, kennels (as defined in Attachment B) and expansions to existing kennels can only be considered by a development agreement in accordance with enabling Policy MU-11 and implementation Policy IM-10. The subject property, 343 West Petpeswick Road, presently contains an existing kennel and residential single unit dwelling.

Location, Designation, Zoning and Surrounding Land Use:

<i>Subject Property</i>	343 West Petpeswick Road, West Petpeswick (Map 1)
<i>Location</i>	Located approximately 1.5 kilometers south from the intersection of West Petpeswick Road and Highway #7
<i>Lot Area</i>	8.4 acres (3.4 hectares)
<i>Regional Designation</i>	Rural Commuter under the Regional Municipal Planning Strategy (MPS)
<i>Community Designation</i>	Mixed Use under the Eastern Shore West MPS (Map 1)
<i>Zoning</i>	R-6 (Rural Residential) Zone under the Eastern Shore West Land Use By-law (LUB) (Map 2)
<i>Surrounding Uses</i>	Single unit residential development
<i>Servicing</i>	Serviced by on-site well and septic
<i>Current Use</i>	Single unit dwelling and kennel

Proposal

Established in 1990, the existing kennel is home to Greyhound Pets of Atlantic Canada (GPAC). GPAC is a non-profit organization that has provided the adoption of more than 4,000 greyhounds throughout the Atlantic Provinces. The proposed kennel expansion will consist of the addition a new 74 sq.m (800 sq.ft.) building and an outdoor dog run measuring approximately 279 sq.m. (3000 sq.ft.). Access to the kennel is proposed via a new driveway with improved sight line distance. The existing driveway will be retained for residential use only as shown on Schedule B of the proposed development agreement (Attachment A). As proposed, the subject property will provide a total of 9 parking spaces with area for additional parking spaces if required. The developer does not intend to provide grooming services nor include breeding as part of the kennel business.

DISCUSSION

The MPS enables the consideration of kennels in the Mixed Use designation through the development agreement process, subject to Policies MU-11 and IM-10. The development agreement process is intended to address concerns associated with kennels which include odour, noise, scale, and the disposal of animal waste. Staff advise that development agreement provided in Attachment A of this report satisfies the intent of the relevant MPS policies (Attachment C). While the proposal is consistent with the intent of the MPS staff has identified the following items for specific discussion.

Potential Noise:

The potential noise related to the establishment of a kennel typically includes the barking of dogs. Clause (j) of MU-11 is very specific with regards to the decibel level permitted to be emitted from the kennel. In order to draft a development agreement which is consistent with this policy, Section 3.4.7 was included in the development agreement. Administratively, this is a very difficult clause to enforce as it requires being on site at the time of any alleged violation with the specific monitoring equipment in order to measure decibel level. Another option available to regulate noise related to dog barking is through the Animal By-law (Halifax Regional Municipality By-law A-300). Sections 12 (1) and 12 (2) require that no owner shall knowingly or unknowingly allow any animal to make noise excessively, and a dog shall be deemed to be making noise excessively if it barks or howls repeatedly for a period of twenty (20) minutes. Any person who violates the Animal By-law is subject to a penalty of not less than two hundred dollars. Administratively, this offers an additional tool to regulate any nuisance noise generated by the kennel.

Further measures to mitigate potential noise include provisions in the proposed development agreement requiring a non-disturbance area of 9.1 m (30 ft.) from most property lines (west, north and south) and a non-disturbance area of 20 m (66 ft.) from any watercourse, including the Petpeswick Inlet, located along the eastern property line.

The agreement specifies hours of operation and requires that no dogs are permitted outside between the hours of 11:00 pm and 6:00 am. Further, Section 3.10.1 requires the developer to screen portions of the existing and proposed dog run facing east (towards the Petpeswick Inlet) with solid wood board fencing or an acceptable equivalent. The agreement also permits the developer to plant trees within the non-disturbance area as a means of strengthening the sound reducing qualities of the existing vegetated buffer.

Solid Waste and General Maintenance

A matter of concern relating specifically to kennels is the collection, storage and disposal of animal waste. With respect to dog waste that may be generated outside (within the outdoor dog run), the proposed development agreement establishes maintenance provisions that require the property owner to collect and store all dog waste in a manner that does not create a nuisance through odour. The property owner may then dispose of dog waste from the property altogether.

Traffic and Parking

As part of the application the developer has submitted a traffic impact statement. As proposed, the kennel will be accessed with a new driveway entrance and the existing driveway will be retained for access to the existing single unit dwelling. The new driveway provides improved sight line distance along West Petpeswick Road. Nova Scotia Transportation and Infrastructure Renewal have reviewed both the proposed development and the traffic impact statement and are satisfied with the findings.

Parking was identified at the Public Information Meeting as a concern during certain periods of the year, including the winter months. Currently, the site does not provide sufficient parking and this has encouraged visitors to park along the West Petpeswick Road. As proposed, the new driveway access will provide approximately 9 parking spaces. In addition, the development agreement allows the expansion of parking areas to accommodate additional vehicles if needed.

Uses Permitted Under the Applied Zone

The development agreement enables uses permitted by the applied zoning of the property. The R-6 (Rural Residential) Zone is primarily a residential zone, however, it does permit limited commercial, agricultural, resource and traditional uses. A full list of these uses is included as Attachment B. Currently, the property is developed with an existing single unit dwelling and kennel, however use could be changed to any of the uses permitted in the R-6 Zone.

Subdivision of the Property

No subdivision of the property has been proposed by the applicant, however, given the intent of the enabling policy to reduce conflict between commercial kennel operations and surrounding properties a section has been included in the proposed development agreement (Section 3.5 of Attachment A) which requires any future proposed subdivision to proceed as a substantive amendment to the development agreement. This will ensure any subsequent lots are afforded the same level of protection as the current neighbouring properties.

Development Agreement:

The proposed Development Agreement, contained in Attachment A of this report, includes site-specific controls and specifications that address the following matters:

Potential Noise and Visual Impact

Non-disturbance areas are required along the eastern, southern and northern property boundaries as a means of maintaining a visual and audible buffer between the proposed development and neighbouring

properties. The proposed agreement also prescribes hours of operation and specifies that no dogs are permitted outside between the hours of 11:00 pm and 6:00 am Monday to Sunday.

Solid Waste

The proposed development agreement requires the property owner to collect and store all dog waste in a manner that does not create a nuisance through odour. The property owner may then dispose of dog waste from the property altogether.

Parking

The proposed development agreement requires a minimum of 9 parking spaces and the area is required to be maintained with a stable surface that is treated to prevent the raising of dust or loose particles. The proposed development agreement also permits development of additional parking spaces, provided they are not located within any non-disturbance area as identified on Schedule B of the proposed development agreement (Attachment A).

Non-Substantive Amendments

The proposed development agreement includes options for various non-substantive amendments by resolution of Council, including a change to the required fencing provisions and changes to timeframes for development.

Conclusion:

MPS policy indicates that kennels are generally acceptable within the Mixed Use designation, provided a development agreement is negotiated and conditions of the MPS are addressed. Staff advises that the proposed development agreement (Attachment A) reasonably satisfies the applicable policies of the MPS.

FINANCIAL IMPLICATIONS

The Developer will be responsible for all costs, expenses, liabilities and obligations imposed under or incurred in order to satisfy the terms of this proposed development agreement. The administration of the proposed development 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 held on September 29, 2014 (See Attachment D for Minutes). Notice of the Public Information Meeting was posted on the HRM Website, in the newspaper, and mailed to property owners within the notification area as shown on Map 2.

A public hearing must be held by Community Council before they can consider approval of the Development Agreement. Should Community Council decide to proceed with a public hearing on this application, in addition to the published newspaper advertisements, property owners within the notification area shown on Map 2 will be notified of the hearing by regular mail.

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

ENVIRONMENTAL IMPLICATIONS

The proposal meets all relevant environmental policies contained in the MPS. No additional concerns have been identified beyond those raised in this report.

ALTERNATIVES

1. Community Council may choose to refuse the proposed Development Agreement as set out in Attachment A of this report and, in doing so, must provide reasons why the development agreement does not reasonably carry out the intent of the MPS. A decision of Council to reject this Development Agreement 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 Developer, a supplementary staff report and may require an additional Public Hearing. A decision of Council to approve this Development Agreement is appealable to the N.S. Utility & Review Board as per Section 262 of the *HRM Charter*.

ATTACHMENTS

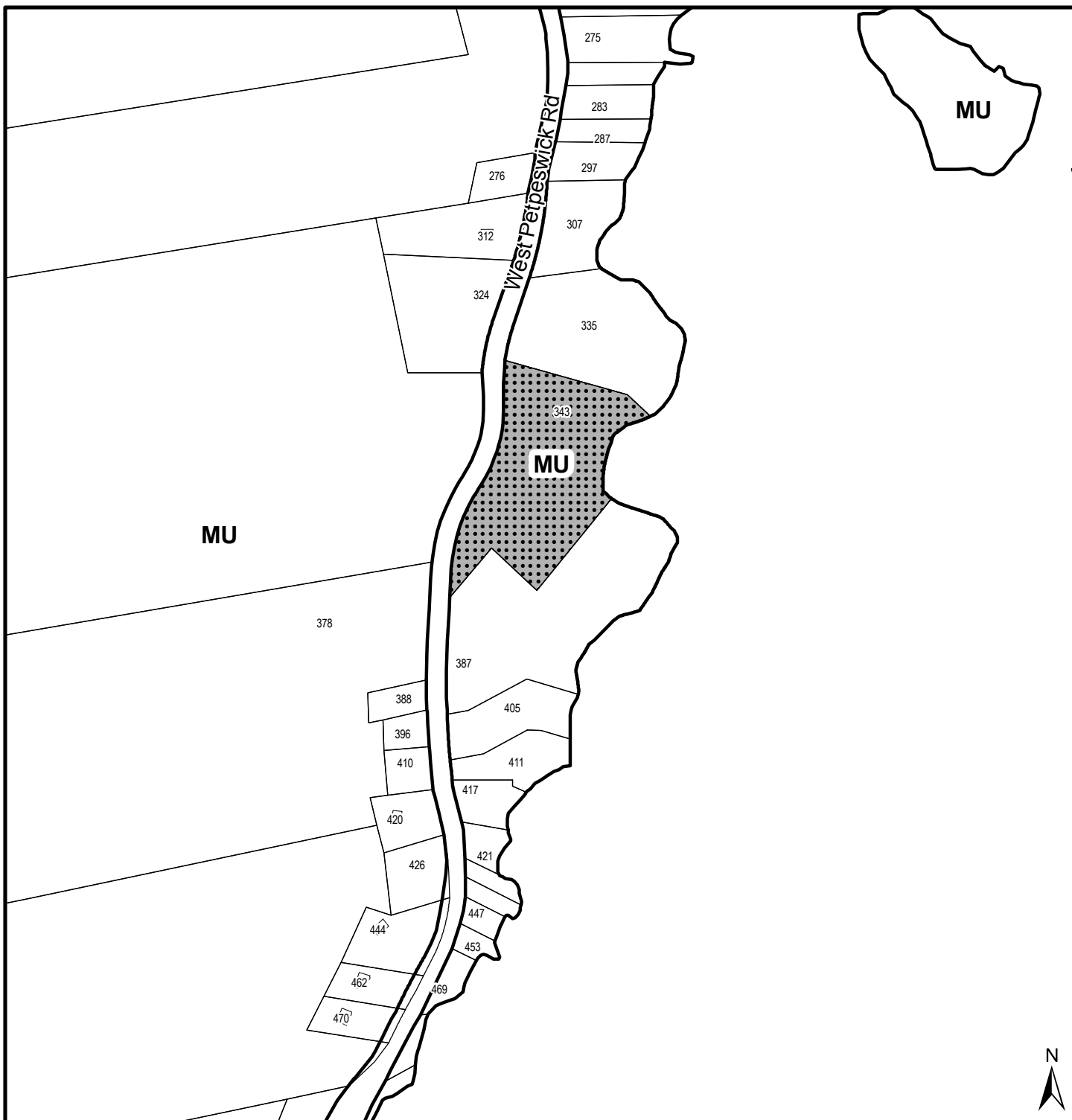
Map 1	Generalized Future Land Use
Map 2:	Zoning and Notification
Attachment A:	Proposed Development Agreement
Attachment B:	Excerpt from the Eastern Shore West Land Use By-law
Attachment C:	Eastern Shore West Municipal Planning Policy Evaluation
Attachment D:	Minutes of the Public Information Meeting (September 29, 2014)

A copy of this report can be obtained online at <http://www.halifax.ca/commcoun/index.php> then choose the appropriate Community Council and meeting date, or by contacting the Office of the Municipal Clerk at 902.490.4210, or Fax 902.490.4208.

Report Prepared by: Tyson Simms, Planner 1, 902.490.4843

Original signed

Report Approved by: Kelly Denty, Manager of Development Approvals, 902.490.4800



Map 1 - Generalized Future Land Use

343 West Petpeswick Road
West Petpeswick

 Subject Property

Designation

Eastern Shore (West)
Plan Area

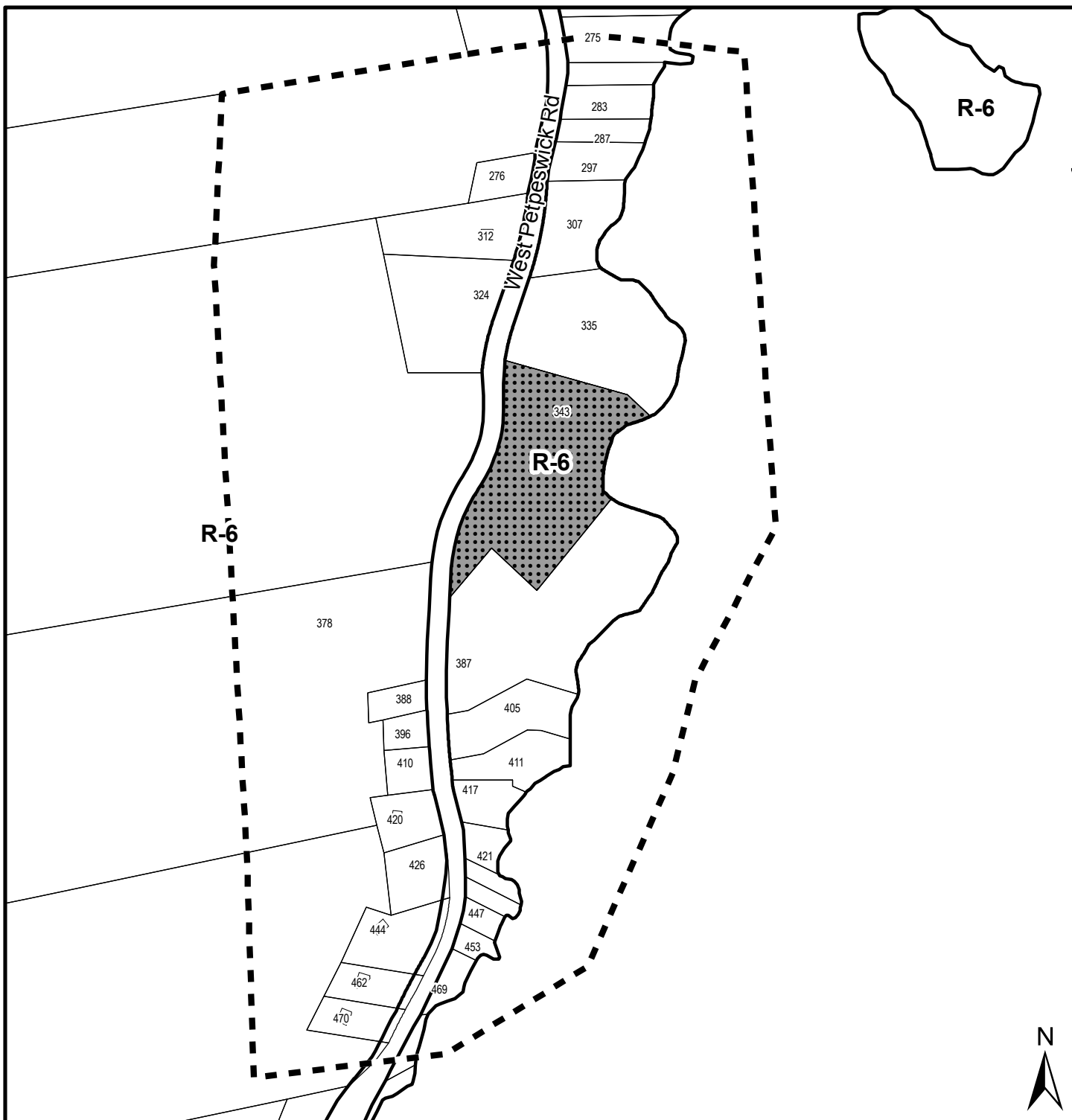
MU Mixed Use

HALIFAX

0 50 100 150 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.



Map 2 - Zoning and Notification

343 West Petpeswick Road
West Petpeswick

 Subject Property

 Area of Notification

Eastern Shore (West)
Plan Area

Zone

R-6 Rural Residential

HALIFAX

0 50 100 150 m



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.

Attachment A
Proposed Development Agreement

THIS AGREEMENT made this day of **[Insert Month]**, 2015,

BETWEEN:

Insert Individual's name

an individual, in the Halifax Regional Municipality,
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 343 East Petpeswick Road, East Petpeswick, 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 an expansion to an existing kennel on the Lands pursuant to the provisions of the *Halifax Regional Municipality Charter* and pursuant to Policy MU-11 and Policy IM-10 of the Eastern Shore West Municipal Planning Strategy and Section 3.6(m) of the Eastern Shore West Land Use By-law;

AND WHEREAS the Harbour East – Marine Drive Community Council for the Municipality approved this request at a meeting held on **[Insert - Date]**, referenced as Municipal Case Number 19421;

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

PART 1: GENERAL REQUIREMENTS AND ADMINISTRATION

1.1 Applicability of Agreement

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

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

Except as otherwise provided for herein, the development, use and subdivision of the Lands shall comply with the requirements of the Land Use By-law for Eastern Shore West 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 to the following Schedules attached to this Agreement:

Schedules:

Schedule A	Legal Description of the Lands(s)
Schedule B	Site Plan 19421-01

3.2 Requirements Prior to Approval

Notwithstanding any other provision of this Agreement, the Developer shall not occupy or use the Lands for the kennel use permitted by this Agreement unless a Development Permit has been issued by the Municipality. No Development 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 kennel, as shown on Schedule B and as set out in this Agreement;
- (b) notwithstanding 3.3.1 (a) a kennel for the purpose of this Agreement shall include the boarding of dogs but shall not include the breeding of dogs; and
- (c) any uses permitted within the existing zone applied to the Lands subject to the provisions contained within the Land Use By-law for Eastern Shore West as amended from time to time.

3.4 Detailed Provisions for Land Use

3.4.1 The Developer's use of the Lands as a kennel shall be limited to: a maximum of two (2) kennel buildings and an outdoor dog run as illustrated on Schedule B.

3.4.2 The proposed kennel building shall not exceed an area of 92.9 sq.m, (1,000 sq. ft.)

3.4.3 The outdoor dog run shall:

- (a) not exceed an area of 279 sq.m (3,000 sq. ft.);
- (b) be located as shown on Schedule B as set out in this Agreement; and
- (c) be fenced according to Section 3.4.4 of this Agreement.

3.4.4 The Developer shall provide and maintain fencing, a minimum of 1.8 m (6 ft.) in height, around the entire perimeter of the outdoor dog run as shown on Schedule B.

3.4.5 The Development Officer may permit a ten percent (10 %) increase to the provisions identified in Section 3.4.3 provided the intent and all other specific provisions of this Agreement have been adhered to.

3.4.6 The Development Officer may permit the relocation of the kennel buildings provided the kennel buildings maintain direct access with the outdoor dog run and all other specific provisions of this Agreement have been adhered to.

3.4.7 The sound levels from the kennel shall not exceed an equivalent sound level of 65 decibels measured at any point on the property line between 6:00 a.m. and 7:00 p.m., and further that

sound levels not exceed 50 decibels at any point on the property line between 7:00 p.m. and 6:00 a.m.

3.5 SUBDIVISION OF THE LANDS

3.5.1 The Development Officer may grant subdivision approval subject to and in accordance with the following terms and conditions:

- (a) The subdivision of the lands shall be by substantive amendment to this agreement.

3.6 PARKING, CIRCULATION AND ACCESS

3.6.1 The parking requirements shall be in accordance with the Eastern Shore West Land Use By-law as amended from time to time, and the parking area shall be hard surfaced or gravelled.

3.6.2 The developer shall be permitted to provide additional parking on the subject property provided it is not located within 20 meters of any property line or within the non-disturbance area as identified on Schedule B.

3.6.3 Notwithstanding Section 3.10.3, as shown on Schedule B, proposed parking located near the West Petpeswick Road, shall be permitted within the area of non-disturbance. All additional parking shall be located outside the area of non-disturbance as shown on Schedule B.

3.7 OUTDOOR LIGHTING

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

3.8 MAINTENANCE

3.8.1 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 regular basis.

3.8.2 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 buildings, fencing, walkways, parking areas and driveways, trimming and litter control, garbage removal and snow and ice control.

3.9 SIGNAGE

3.9.1 All signage shall be in accordance with the Eastern Shore West Land Use By-law as amended from time to time.

3.10 LANDSCAPING

3.10.1 The Developer shall introduce measures to limit noise generated by the kennel, including:

- (a) portions of any dog run facing the rear (east) property line shall be fully screened by means of solid wood board fencing or an acceptable equivalent in the opinion of the Development Officer; and
- (b) notwithstanding Section 3.10.3, the Developer may plant trees within the non-disturbance areas to serve as a noise barrier to adjacent properties.

3.10.2 As identified on Schedule B, the Developer shall:

- (a) maintain a non-disturbance area of 9.1 m (30 ft.) from the west (front), north (side) and south (side) property lines; and
- (b) maintain a non-disturbance area of 20 m (66 ft.) from any watercourse.

- 3.10.3 With the exception of the proposed parking area, as detailed in Section 3.6.3, No disturbance, including development, erection of structures, clearing of vegetation or grade alteration shall be permitted within the non-disturbance areas as identified in Section 3.10.2.
- 3.10.4 All non-disturbance areas, as identified in Section 3.10.2 and on Schedule B, shall be identified on all plans required by the Municipality.
- 3.10.5 Vegetation within the Non-Disturbance Area shall be replaced if removed or damaged beyond repair. The Municipality may require the Developer to submit a Remediation Plan prepared by a Landscape Architect (a full member, in good standing with the Canadian Society of Landscape Architects) or other qualified professional.
- 3.10.6 The Developer may remove dead, damaged or diseased vegetation provided prior permission is obtained from the Development Officer. The Municipality may require the Developer to submit a Tree Retention Management Plan prepared by a Landscape Architect (a full member, in good standing with the Canadian Society of Landscape Architects) or other qualified professional.
- 3.11 HOURS OF OPERATION**
The Developer agrees that dogs shall not be permitted outdoors between the hours of eleven (11) pm and six (6) am each day.

PART 4: AMENDMENTS

4.1 Non-Substantive Amendments

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

- (a) Changes to the fencing requirement as detailed in Sections 3.4.3 and 3.4.4 of this Agreement;
- (b) The granting of an extension to the date of commencement of construction as identified in Section 5.3.1 of this Agreement; and
- (c) The length of time for the completion of the development as identified in Section 5.5.1 of this Agreement.

4.2 Substantive Amendments

Amendments to any matters not identified under Section 4.1 shall be deemed substantive and may only be amended in accordance with the approval requirements of the *Halifax Regional Municipality Charter*.

PART 5: REGISTRATION, EFFECT OF CONVEYANCES AND DISCHARGE

5.1 Registration

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

5.2 Subsequent Owners

- 5.2.1 This Agreement shall be binding upon the parties hereto, their heirs, successors, assigns, mortgagees, lessees and all subsequent owners, and shall run with the Lands which are the subject of this Agreement until this Agreement is discharged by Council.
- 5.2.2 Upon the transfer of title to any lot(s), the subsequent owner(s) thereof shall observe and perform the terms and conditions of this Agreement to the extent applicable to the lot(s).

5.3 Commencement of Development

- 5.3.1 In the event that development on the Lands has not commenced within three (3) years from the date of registration of this Agreement at the Registry of Deeds or Land Registration Office, as

indicated herein, the Agreement shall have no further force or effect and henceforth the development of the Lands shall conform with the provisions of the Land Use By-law.

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

5.3.3 For the purpose of this section, Council may consider granting an extension of the commencement of development time period through a resolution under Section 4.1(b), if the Municipality receives a written request from the Developer at least sixty (60) calendar days prior to the expiry of the commencement of development time period.

5.4 Completion of Development

5.4.1 Upon the completion 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 Eastern Shore West, as may be amended from time to time.

5.4.2 For the purpose of this section, completion of development shall mean the issuance of an Occupancy Permit for the Kennel.

5.5 Discharge of Agreement

5.5.1 If the Developer fails to complete the development after five (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 6: ENFORCEMENT AND RIGHTS AND REMEDIES ON DEFAULT

6.1 Enforcement

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

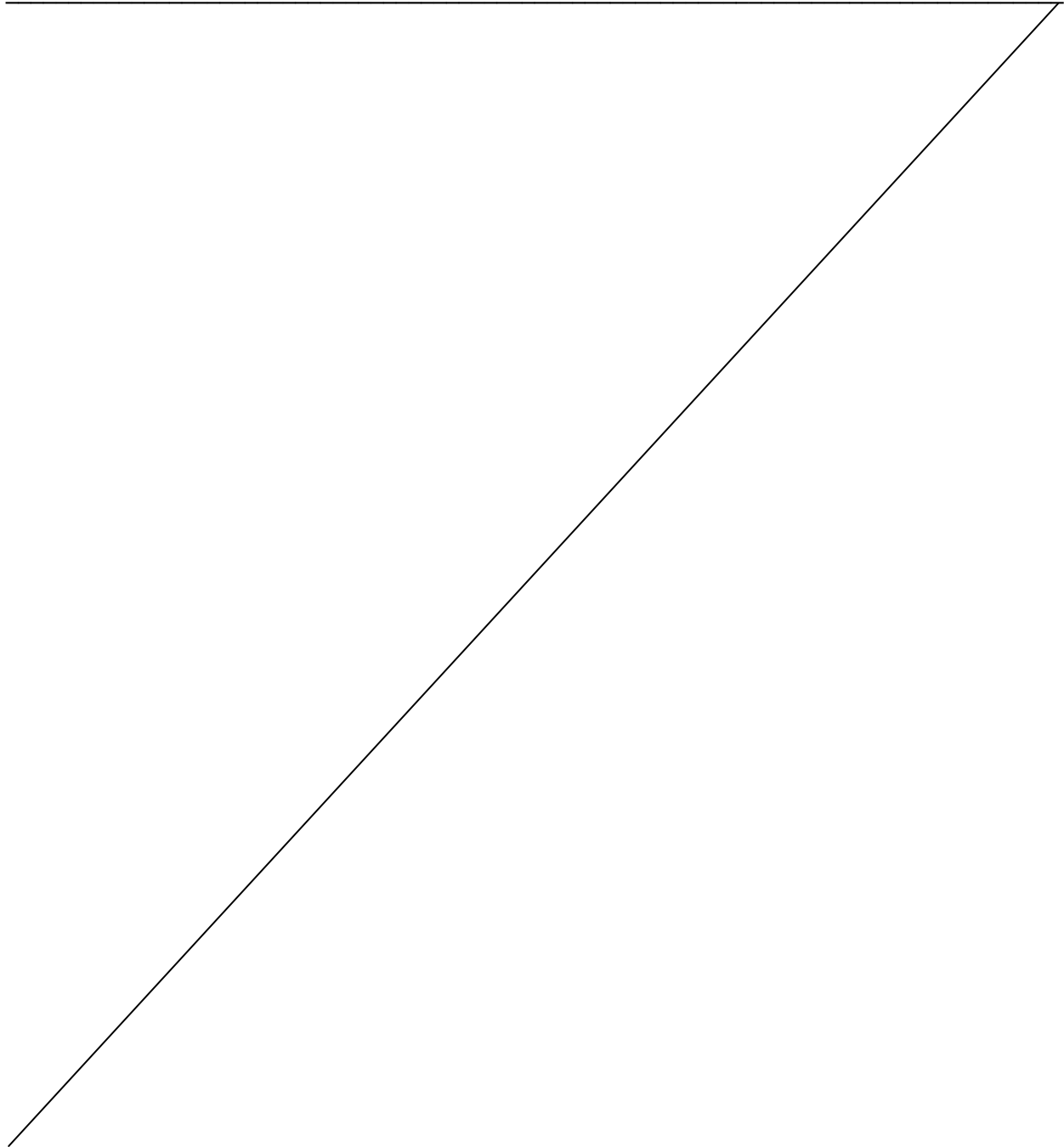
6.2 Failure to Comply

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

HALIFAX REGIONAL MUNICIPALITY

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

Witness

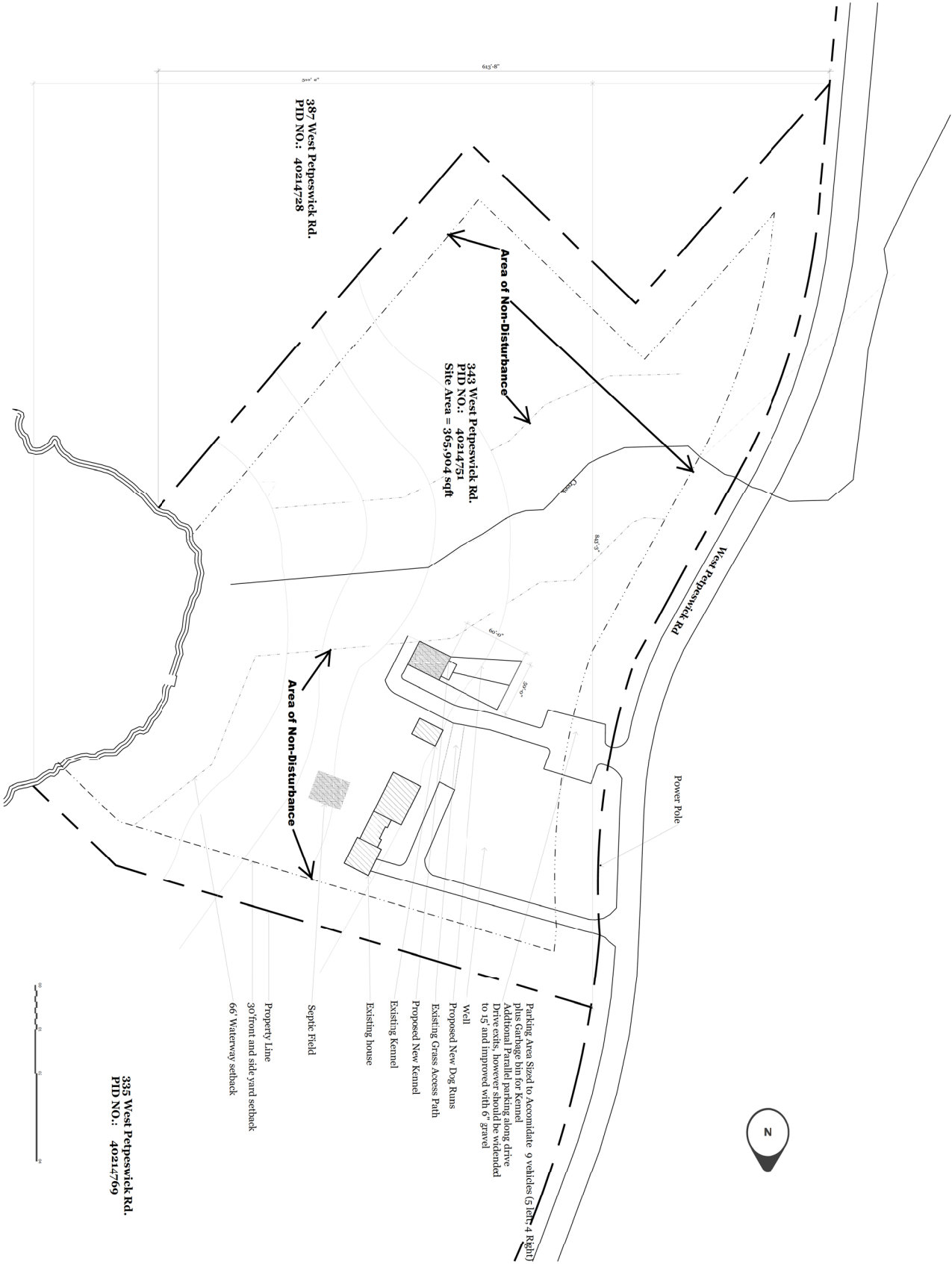
Per: _____

MAYOR

Witness

Per: _____

MUNICIPAL CLERK



NOTES:
1. Scale 1"=40' when printed full size.
2. Contour lines indicate 5' elevation change



CLIENT
GPAC
343 West Petpeswick Rd
Muscodohit Harbour
PROJECT
NEW KENNEL
Project Location
343 West Petpeswick Rd
Muscodohit Harbour

DRAWN BY
PZ
ISSUE
02.06.2015
DESCRIPTION
Siteplan

335 West Petpeswick Rd.
PID NO.: 40214769

387 West Petpeswick Rd.
PID NO.: 40214728

343 West Petpeswick Rd.
PID NO.: 40214751
Site Area = 365,904 sqft

Attachment B
Excerpt from the Eastern Shore West Land Use By-law

PART 2: DEFINITIONS

In this By-law the word "shall" is mandatory and not permissive. Words used in the present tense shall include the future; words used in the singular number shall include the plural and words used in the plural number shall include the singular. The word "used" shall include "intended to be used", "arranged" and "designed". All other words shall carry their customary meaning except for those defined hereinafter:

- 2.50 KENNEL means a building or structure used for the enclosure of more than two (2) dogs which are kept for the purposes of commercial breeding and/or for commercial boarding with or without veterinary care.

PART 4: GENERAL PROVISIONS FOR ALL ZONES

4.24 PARKING REQUIREMENTS

- (a) For every building or structure to be erected or enlarged, off-street parking located within the same zone as the use and having unobstructed access to a public street shall be provided and maintained in conformity with the following schedule, except where any parking requirement is specifically included elsewhere in this By-law. Where the total required spaces for any use is not a whole number, the total spaces required by this section or by other specific sections shall be the next largest whole number.

Any use not specified above 3.3 spaces per 1,000 square feet (92.9 m²) of gross floor area

PART 5: SIGNS

5.3 PERMITTED SIGNS

- (d) Any sign which has an area of not more than eight (8) sq.ft. (0.7 sq.m.) in a residential zone, or fifty (50) sq.ft. (4.6 sq.m.) in a non-residential zone, which regulates or denotes direction or function of a premises or building or various parts thereof.

PART 7: R-6 (RURAL RESIDENTIAL) ZONE

7.1 R-6 USES PERMITTED

No development permit shall be issued in any R-6 (Rural Residential) Zone except for the following:

Residential Uses

Single unit dwellings

Auxiliary dwelling units

Mobile dwellings on individual lots

Garden suites in conjunction with permitted dwellings

Home business uses in conjunction with permitted dwellings

Boat sheds

Commercial Uses

Personal service shops

Bed and breakfast establishments

Craft shops

Antique shops

Art studios

Bakeries

Wilderness and recreation outfitters
Existing uses, including existing kennels
Resource and Traditional Uses
Agricultural uses
Forestry uses excluding permanent sawmills or industrial mills
Fishing support uses
Traditional uses
Community Uses
Daycare facilities
Open space uses
Private clubs

7.2 R-6 ZONE REQUIREMENTS

In any R-6 Zone, where uses are permitted as Residential, Commercial, Resource, Traditional and Community Uses (excluding open space uses), no development permit shall be issued except in conformity with the following:

Minimum lot area 40,000 square feet (3716.1 m²)
Minimum frontage 100 feet (30.5 m) on local roads, 150 feet (45.7 m) on collector roads
Minimum waterfrontage lot width 100 feet (30.5 m)
Minimum front or flankage yard 30 feet (9.1 m)
Minimum rear or side yard 8 feet (2.4 m)
Maximum lot coverage 35 percent
Maximum height 35 feet (10.7 m)

7.9 OTHER REQUIREMENTS: EXISTING KENNELS

Where an existing kennel is permitted in the R-6 Zone, the following shall apply:

(a) Any reconstruction, repair or renovation of any building or structure used for the existing kennel shall not result in an increase of the existing floor area nor shall it result in any reduction of the existing setbacks from any property line; and

(b) Any reconstruction of an enclosed outdoor exercise area or outdoor run shall incorporate the use of berms, opaque fencing or vegetation (or combination thereof) to screen the structure from adjacent properties.

Attachment C
Eastern Shore West Municipal Planning Strategy Policy Evaluation

Kennels

One expressed concern of area residents is with respect to commercial kennels. This concern relates primarily to the potential for such operations to generate odour and noise and the fear that the right to develop and/or expand in an uncontrollable fashion could result in conflict with residential land use. Other concerns relate to the handling and disposal of animal wastes which could impact on the natural environment. Given these concerns, commercial kennel operations will only be considered by development agreement. Existing operations are recognized and will be permitted to the extent to which they existed on the effective date of this planning strategy. Expansions to these existing operations will, however, only be considered by development agreement in order that any concerns related to the existing operation can be properly addressed.

MU-11 <i>Notwithstanding Policy MU-2, it shall be the intention of Council to consider permitting kennels in accordance with the development agreement provisions of the <u>Planning Act</u>. In considering such development agreements, Council shall have regard to the following:</i>	
Policy Criteria	Staff Comment
<i>a) that the site allows for the reasonable separation of the proposed development from surrounding residential development;</i>	Development located on 8.4 acres lot with substantial separation from all property lines.
<i>b) that the scale and appearance of the proposed development would not detract from or adversely affect surrounding development;</i>	Development is not visible from the West Petpeswick Road.
<i>(c) that safe access to and from the site of the proposed development can be obtained from the abutting street or highway and that the development will not cause traffic circulation problems or traffic hazards due to the nature or level of traffic created;</i>	Access will be provided via a new driveway. The existing driveway will be retained for residential use only. Sufficient parking is proposed to accommodate traffic generated by the proposed use.
<i>(d) that the proposed site layout, including landscaping, parking areas, signage and outdoor storage is appropriate having regard to the provisions of this Policy;</i>	Site layout is appropriate, no outdoor storage is proposed, parking area and signage will meet the requirements of the Land Use By-law (LUB), see landscaping note below.
<i>(e) that adequate landscaping, including the use of berms, opaque fencing and vegetation is used to protect adjacent properties;</i>	Additional landscaping is not warranted along the front and side yards due to the size of the lot and the existing vegetation. However, the development agreement (DA) does require landscaping along portions of the rear yard to limit any potential noise which may carry over the Petpeswick inlet to properties located in East Petpeswick.
<i>(f) that adequate measures are taken to protect the natural environment;</i>	The required 20m buffer from the Petpeswick Inlet and watercourse located on the subject property will be respected and dog waste will be handled in an appropriate manner, see body of staff report for additional detail.
<i>(g) that adequate provision is made to ensure that the site of the development and of buildings and other structures on the site are properly maintained on an on-going basis;</i>	Section 3.8 of the DA addresses maintenance.

<i>(h) that the agreement provides for appropriate hours of operation having regard to uses in the surrounding areas and the other provisions of this Policy;</i>	The regulations pertaining to hours of operation are detailed in the body of the staff report and Section 3.11 of the DA.
<i>(i) that the agreement specifically requires that all dogs be removed from any outdoor run or exercise area by 11:00 p.m. each evening;</i>	This requirement is implemented under Section 3.11 of the DA.
<i>(j) that sound levels from the kennel facility do not exceed an equivalent sound level of 65 decibels measured at any point on the property line between 7:00 a.m. and 7:00 p.m., and further that sound levels not exceed 50 decibels at any point on the property line between 7:00 p.m. and 7:00 a.m.;</i>	This requirement is discussed in the staff report and implemented under Section 3.4.7 of the DA.
<i>(k) that the agreement makes provisions for obtaining and maintaining all permits and licenses necessary to carry on the proposed use; and</i>	Section 1.2 and 1.3 of the DA require the developer to comply with requirements various applicable bylaws, within these by-laws there are requirements that appropriate permits be obtained.
<i>(l) the provisions of Policy IM-10.</i>	See next table.

IM-10

In considering development agreements and amendments to the land use bylaw, in addition to all other criteria as set out in various policies of this Strategy, Council shall have appropriate regard to the following matters:

Policy Criteria	Staff Comment
<i>(a) that the proposal is in conformity with the intent of this Strategy and with the requirements of all other municipal by-laws and regulations.</i>	The Plan seeks to support the continuation of the existing land use pattern within the mixed use designation, providing for a wide range of residential, commercial, resource, traditional and community facility uses. As there are a number of concerns with respect to commercial kennels the plan required that all new kennels and any expansions to existing kennels be subject to the DA process. Policy MU-11 (evaluated above) provides specific guidance for kennel applications.
<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 development.
<i>(ii) the adequacy of central or on-site sewerage and water services;</i>	The property is serviced with on-site septic and well, the impact on this existing infrastructure as a result of the kennel land use would be negligible.
<i>(iii) the adequacy or proximity of school, recreation or other community facilities;</i>	This application does not propose any residential units therefore this would result in no increase to school age population.
<i>(iv) the adequacy of road networks leading or adjacent to or within the development; and</i>	This development is not anticipated to result in a significant increase in traffic and can be accommodated within the existing road network.
<i>(v) the potential for damage to or for destruction of designated historic buildings and sites.</i>	No historic buildings or sites are located on or near the subject property.
<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>	...

<i>(i) type of use;</i>	As per by-law requirement. Kennels are permitted subject to approval of a DA.
<i>(ii) height, bulk and lot coverage of any proposed building;</i>	The proposed location of the kennel building and associated dog run is identified in the DA. Requirements with respect to height are as per the LUB requirement.
<i>(iii) traffic generation, access to and egress from the site, and parking;</i>	See MU-11(c).
<i>(iv) open storage; and</i>	No outside storage is proposed as part of this application.
<i>(v) signs.</i>	Any proposal for new signage will be required to meet the requirements of the LUB.
<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; and</i>	Watercourses have been identified on the subject property and are protected through the provision of non-disturbance areas as required under Section 3.10.2(b) of the DA.
<i>(e) any other relevant matter of planning concern.</i>	Portions of the proposed dog kennel facing east (towards Petpeswick Inlet) are required to be screened with a solid wood board fence or equivalent to mitigate potential noise generated by dogs barking.
<i>(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. (Regional Council - July 2, 2002, Effective - August 17, 2002)</i>	No holding zone has been established and no subdivision is proposed in conjunction with this application.

**Attachment D:
Public Information Meeting Minutes (September 29, 2014)**

**HALIFAX REGIONAL MUNICIPALITY
PUBLIC INFORMATION MEETING
CASE # 19421**

**7:00 p.m.
Monday, September 29, 2014**

Eastern Shore Community Centre, Bingo Hall, 67 Park Road, Musquodoboit Harbour

IN ATTENDANCE: Tyson Simms, Planner, HRM Planning Services
Brittney MacLean, HRM Planning Services Intern
Holly Kent, Planning Technician, HRM Planning Services
Tara Couvrette, Planning Controller, HRM Planning Services
David Hendsbee, Councillor for Preston/Chezzetcook/Eastern Shore
Jeanette Reynolds, Applicant

**PUBLIC IN
ATTENDANCE:** Approximately 33

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

1. Commencing of meeting

Tyson started the meeting at 7:00 pm

2. Presentation

2.1 Case 19421: Application by David and Jeanette Reynolds to consider a development agreement for an expansion to an existing kennel at 343 West Petpeswick Road, West Petpeswick.

Tyson Simms, Planner, introduced himself. He provided a brief introduction to the case and introduced Brittney MacLean, the Planning Intern presenting the case.

Brittney MacLean made a presentation to the public outlining the purpose of the meeting, status of the application and the development proposal. Mrs. MacLean outlined the context of the subject lands, and relevant planning policies.

Jeanette Reynolds, the applicant, made a presentation. She discussed the history of the site, current condition and usage of the site. Mrs. Reynolds described what her plans were for the lands and explained that they wanted to add additional parking, new dog runs and a new building.

Tyson Simms explained to the members of the public the process and ground rules for the meeting and opened the floor up to comments.

3. Questions/Comments

Karen Mitchell - 916 West Petpeswick Road, She stated she has been a resident on the road for a few years now and that her comments were only positive. She stated she walks by the GPAC every day and she has always had a great feeling from the whole area. She stated she has never heard a dog bark, and she fully supports this kennel. She thinks Jeanette and the whole community with the Grey Hounds is very respectful and they do a lot of good work.

Glenda Thompson – 256 West Petpeswick Road, She stated she has been at her residence for 40 years and a fairly close neighbor. As a neighbor we are always very aware of not just Jeanette's dog's but any dogs and pooper scooper and we have no issues, none at all. My only question is, it said in one of the frames that the dogs are brought in the run by 11 o'clock at night, what is the earliest that you put them out in the mornings?

Jeanette Reynolds stated that they have a turnout schedule that is very consistent for the dogs. The 1st turnout is between 6-6:30am and the last turnout is 10 pm. Then they are out every 4 hours.

Glenda Thompson – We don't have an issue with noise but I know that there are people on the other side of the harbor that have an issue. It must be because of the way it carries over water. There used to be a Kennel over near the yacht club years ago and we could always hear those dogs on our side but they wouldn't hear them.

Jeanette Reynolds – One of the things we will be able to do with the new building is to better insulate and be able to manage that. It may also be when they are out in the dog runs and usually a turnout time is about 15 minutes so they are not out there for extended periods of time.

Tyson Simms stated that the reference to 11 pm is not a proposed number it is actually imbedded in the policy. The Municipal Planning Policy says 11pm and that is something we will strive to meet.

Member of the public – 11pm is a general noise policy.

Tyson Simms stated the City of Halifax has a noise by-law but we have policy that speaks to kennels in various communities in Halifax and they don't always stipulate a specific time.

Danny Gates – 420 West Petpeswick Road – Question for Jeanette, in the wintertime sometimes there's as many as 15 cars on one side of the road and maybe 10 or 15 on the other side of the road, in the summertime not such a big deal but in the wintertime. I know you just said there going to be 8 spots for parking in the future, it's just an idea that perhaps you can make a little more room somehow.

Jeanette Reynolds – One of the things that we are going to do is we are going to make 8 spots but also widen the area that is more like a path and we can't get much down there, right now it has our waste disposal for our dog poop. The whole idea is trying to clear that out and move some of the trees and widen that up. So not only can we get those 8 cars but we could also get more in that area. We realize that and we don't want to put anyone at risk and we certainly don't want to have an accident.

Danny Gates – Just looking out for the folks on the road and the dogs too.

Tyson Simms – Part of this process and part of the reason we go through this process is so that we can continue the conversation after this meeting about how to resolve and look at these concerns. One thing I will point out is, Brittney when she was talking about the implementation policy, there was some reference to protection of water courses and natural fresh water resources. This is a concern for us and something we look at very closely throughout the entire municipality. The development agreement will talk about protecting the inlet and portions around the inlet and the water course that runs through the property.

Jeanette Reynolds – It is a considerable distance away from where that is.

Tyson Simms – At the end of the day we have to communicate to council that the proposal is in compliance with the enabling policy. That's really the test and we will look at all of those things.

Trudy – Volunteer for GPAC – I just wanted to say something about the volunteers and the how the

organization works with the community. We are involved in the different community things like; fairs, parades, yard sales, outreach programs and volunteer programs. The high school is right up the road and a lot of those students come down and do their volunteer work with GPAC. It is very close to the high school so it can support them.

Councillor Hendsbee – Is there a sign-up sheet?

Tyson Simms – Advised there was a sign-up sheet and directed people where to go to sign it especially if they wanted to receive any future notices about the application.

Public – What is your timeline for this application?

Tyson Simms – Typically a development agreement on average will take approximately 8 months to complete from the time of application but we have been looking at this and are projecting that we may arrive in front of council sometime close to December. That is what we are aiming for.

4. Closing comments

Tyson Simms thanked everyone for attending the meeting.

5. Adjournment

The meeting adjourned at approximately 7:27 p.m.