

North West Community Council


March 7, 2011

March 24, 2011

REVISED

TO: Chair and Members of North West Community Council

SUBMITTED BY:



Ann Merritt, Chair, North West Planning Advisory Committee

DATE: March 2, 2011

SUBJECT: Case 16415: Development Agreement – 11 Bridle Path, Hammonds Plains

ORIGIN

North West Planning Advisory Committee meeting – March 2, 2011

RECOMMENDATION

The North West Planning Advisory Committee recommends that North West Community Council:

1. Give First Reading to consider the proposed development agreement as provided in Attachment A of the staff report dated February 11, 2011, and schedule a public hearing;
2. Approve the proposed development agreement as set out in Attachment A of the February 11, 2011 staff report to permit a kennel at 11 Bridle Path, Hammonds Plains; 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/DISCUSSION

At its meeting on March 2, 2011 the Committee reviewed and discussed the proposed Development Agreement received by Road Apples Inc. to permit a kennel at 11 Bridle Path within the Voyager Lakes subdivision in Hammond Plains.

The Committee recommends that North West Community Council approve the proposed Development Agreement as set out in the staff report dated February 11, 2011.

BUDGET IMPLICATIONS

None associated with this report.

FINANCIAL MANAGEMENT POLICIES / BUSINESS PLAN

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

COMMUNITY ENGAGEMENT

As per the staff report dated February 11, 2011.

ALTERNATIVES

1. Council may choose to approve the proposed development agreement as shown in Attachment A. This is the recommended course of action.
2. Council may choose to refuse the proposed development agreement, and in doing so, must provide reasons based on a conflict with MPS policies.
3. Council may choose to approve the proposed development agreement subject to modifications. This may necessitate further negotiation with the applicant and may require an additional public hearing.

ATTACHMENTS

Staff report dated February 11, 2011

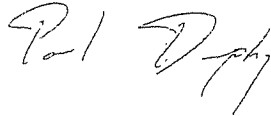
A copy of this report can be obtained online at <http://www.halifax.ca/commcoun/cc.html> then choose the appropriate Community Council and meeting date, or by contacting the Office of the Municipal Clerk at 490-4210, or Fax 490-4208.

Report Prepared by: Donna Honeywell, 490-4937

North West Planning Advisory Committee

March 2, 2011

TO: Chair and Members of North West Planning Advisory Committee



SUBMITTED BY:

Paul Dunphy, Director, Community Development

DATE: February 11, 2011

SUBJECT: Case 16415: Development Agreement - 11 Bridle Path, Hammonds Plains

ORIGIN

Application by Road Apples Inc. to enter into a development agreement to enable a kennel at 11 Bridle Path, Hammonds Plains.

RECOMMENDATION

It is recommended that North West Planning Advisory Committee recommend that North West Community Council:

1. Give Notice of Motion to consider the proposed development agreement as provided in Attachment A, and schedule a public hearing;
2. Approve the proposed development agreement as set out in Attachment A of this report to permit a kennel at 11 Bridle Path, Hammonds Plains; 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 Proposal:

Within area of the Beaver Bank, Hammonds Plains and Upper Sackville Plan Area kennels¹ can only be considered by a development agreement in accordance with Policy P-26A. An application has been received by Road Apples Inc. to permit a kennel at 11 Bridle Path within the Voyager Lakes subdivision in Hammonds Plains. The subject property presently contains a retail equestrian shop known as Road Apples and two residential units. The proposed kennel is in addition to the existing land uses on the property and is proposed to be housed within the existing building and an accessory building.

The Kennel:

The kennel is proposed to occupy approximately 92.9 m² (1,000 sq.ft.) of the existing building, the entire accessory building and an outdoor dog run. The primary service to be offered at the kennel is daytime boarding for dogs between the hours of seven (7) am and seven (7) pm and no overnight boarding is proposed. In addition to boarding, the grooming of dogs is a service that will be provided on the property. However the grooming of dogs is a use permitted as-of-right on the property as a personal service use and therefore does not require a development agreement.

The Property:

The subject property is generally described as follows:

- located off Citation Drive on a private road known as Bridle Path in Hammonds Plains (Map 1 & 2);
- approximately 2,876 m² (30,959 ft²) in size;
- approximately 38.9 m (127 ft.) of public road frontage;
- serviced by a private communal sewage treatment facility and an on-site well;
- designated Mixed Use B (MU-B) under the Beaver Bank, Hammonds Plains and Upper Sackville Municipal Planning Strategy (MPS) (Map 1); and
- zoned Mixed Use-1 (MU-1) under the Beaver Bank, Hammonds Plains and Upper Sackville Land Use By-law (LUB) (Map 2).

DISCUSSION

Policy Intent:

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. 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. It is the opinion of staff the development agreement provided in Attachment A

¹ Definition in Land Use By-law: Kennel means a building or structure used for the enclosure of more than two dogs which are kept for the purposed of commercial breeding or showing or for commercial boarding with or without veterinary care.

of this report satisfies the intent of relevant MPS policies (Attachment B). While the proposal is consistent with the intent of the MPS staff has identified the following issues for specific discussion:

Uses Enabled by Development Agreement:

Uses permitted under the applied zone

The development agreement enables uses permitted by the applied zoning of the property. The MU-1 zone permits a maximum of 185.8 m² (2,000 ft²) of gross floor area within a building for commercial purposes. Currently, a retail shop resides on the property however this use could be changed to any of the uses permitted in the MU-1 zone (Attachment C). Also permitted as-of-right are personal services uses which, as mentioned above, would include the grooming of dogs.

As the property contains two residential units the MU-1 zone permits up to 92.9 m² (1,000 ft²) of floor area for home business uses. Therefore, the maximum allowed commercial area (commercial plus home base business) permitted as-of-right on a property is 278.7 m² (3,000 ft²).

Kennel

The development agreement provided in Attachment A enables a kennel to operate on the property within 92.9 m² (1,000 ft²) of the existing building and 55.74 m² (600 ft²) of the accessory building as well as 55.74 m² (600 ft²) of outdoor space for the dog run.

While the proposal does not involve the construction of any new buildings on the property it would increase the permitted area used for commercial purposed to 483 m² (5,200 ft²), an increase of 204.4 m² (2,200 ft²). However, given the proposal does not involve any construction of a new building or any additions to the existing buildings and only consists of internal conversion, the allocation of space within the existing building and accessory building for the kennel use is considered reasonable.

For clarification, this application specifically pertains to a kennel use. It should be noted that under the current zoning, should the development agreement be discharged or the use of the kennel not established or discontinued, the area devoted for the kennel use would not be permitted to convert to any other commercial use as there is no policy in the MPS to support an increase to the maximum 185.8 m² (2,000 sq.ft.) gross floor area which can be used for commercial purposes.

Number of Dogs (Policy P-26A):

MPS policy states that where appropriate, a development agreement for a kennel shall place limits on the number of dogs permitted. The development agreement provided in Attachment A limits the boarding and breeding of dogs to eighteen (18). However, the grooming of dogs is not restricted in number. It is proposed and anticipated that only a few dogs would be present on site at any given time for grooming purposed. In addition, the "grooming of dogs" is a personal service use which is a permitted land use in the applied MU-1 zone and therefor the development agreement does not place a restriction.

Traffic (Policy P-26A and P-137):

Policy requires that consideration be given to the impact of the proposed development on traffic with respect to: circulation, existing road network, traffic generation, access and egress to and from the property and parking. A Traffic Impact Statement (TIS) has been conducted by a Professional Engineer to address the applicant's proposal. As the kennel's primary service is related to the daycare of dogs, the majority of traffic is anticipated to take place during the morning and afternoon peak hours. The TIS estimates that thirteen (13) vehicle trips will be generated during the am peak, with the same number generated during the pm peak. The TIS concludes by stating the development is not expected to have any significant impact to the study area intersections or the regional street network. Staff concur with the findings of the TIS.

Compatibility with Adjacent Land Uses (Policy P-26A and P-137):

To reduce any potential conflict between the type of land uses on surrounding properties and the proposed kennel, the existing land uses in the area were examined. The majority of properties in the immediate vicinity of the subject property are vacant, including all abutting properties. Further, all properties within 300m (1,000 ft.) are also zoned MU-1 which as discussed above is a zone which allows a variety of uses. Some lots on Appaloosa Run are developed with mixed use buildings which include a residential component and commercial uses such as a dental office, wellness centre which offers chiropractic services and a daycare.

Provisions within the development agreement require a vegetative buffer between the subject property and Lot 217, located immediately to the South-East, which is intended shield the outdoor dog run from this abutting property. The site plan included within the development agreement (Schedule B of Attachment A) illustrates the required location of the vegetative buffer.

To further address potential conflict with adjacent land uses, the development agreement establishes provisions for the size and location of the outdoor dog run, the maintenance of the property, number of dogs, and hours of operation.

Potential Noise (Policy P-137):

With most development agreement applications, consideration is given to potential generation of noise from the proposed use. The potential noise related to the establishment of a kennel would include the barking of dogs. The Halifax Regional Municipality By-law Number A-300 (Animal By-law) regulates noise related to dogs. To further address potential noise issues, the proposed development agreement contains provisions that a vegetative buffer be established and that no dogs are to be boarded overnight between the hours of 7:00 pm and 7:00 am.

Treatment of Solid and Liquid Waste & General Maintenance (Policy P-26A & P-137):

A matter of concern relating specifically to kennels is the collection, storage and disposal of animal waste. The subject property is not serviced with municipal sewer. The treatment of solid and liquid waste associated with the kennel building is regulated by Nova Scotia Environment. 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 Developers to collect and store all dog waste in a manner that does not create a nuisance through odour.

Further, maintenance provisions require the Developers to remove and properly dispose of dog waste from the property altogether on a regular basis.

Conclusion:

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

BUDGET IMPLICATIONS

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

FINANCIAL MANAGEMENT POLICIES / BUSINESS PLAN

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

COMMUNITY ENGAGEMENT**Public Information Meeting:**

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 October 4, 2010. A public hearing must be held by Council before they can consider approval of any amendments.

For the Public Information Meeting, notices were posted on the HRM website, in the newspaper and mailed to property owners within the notification area as shown on Map 2. Attachment D contains a copy of the minutes from the meeting. Should Council decide to proceed with a Public Hearing on this application, in addition to the published newspaper advertisements, property owners within the notification area will be notified as shown on Map 2.

The proposed Development Agreement will potentially impact the following stakeholders: local residents, and property owners.

ALTERNATIVES


1. Council may choose to approve the proposed development agreement as shown in Attachment A. This is the recommended course of action.
2. Council may choose to refuse the proposed development agreement, and in doing so, must provide reasons based on a conflict with MPS policies.
3. Council may choose to approve the proposed development agreement subject to modifications. This may necessitate further negotiation with the applicant and may require an additional public hearing.

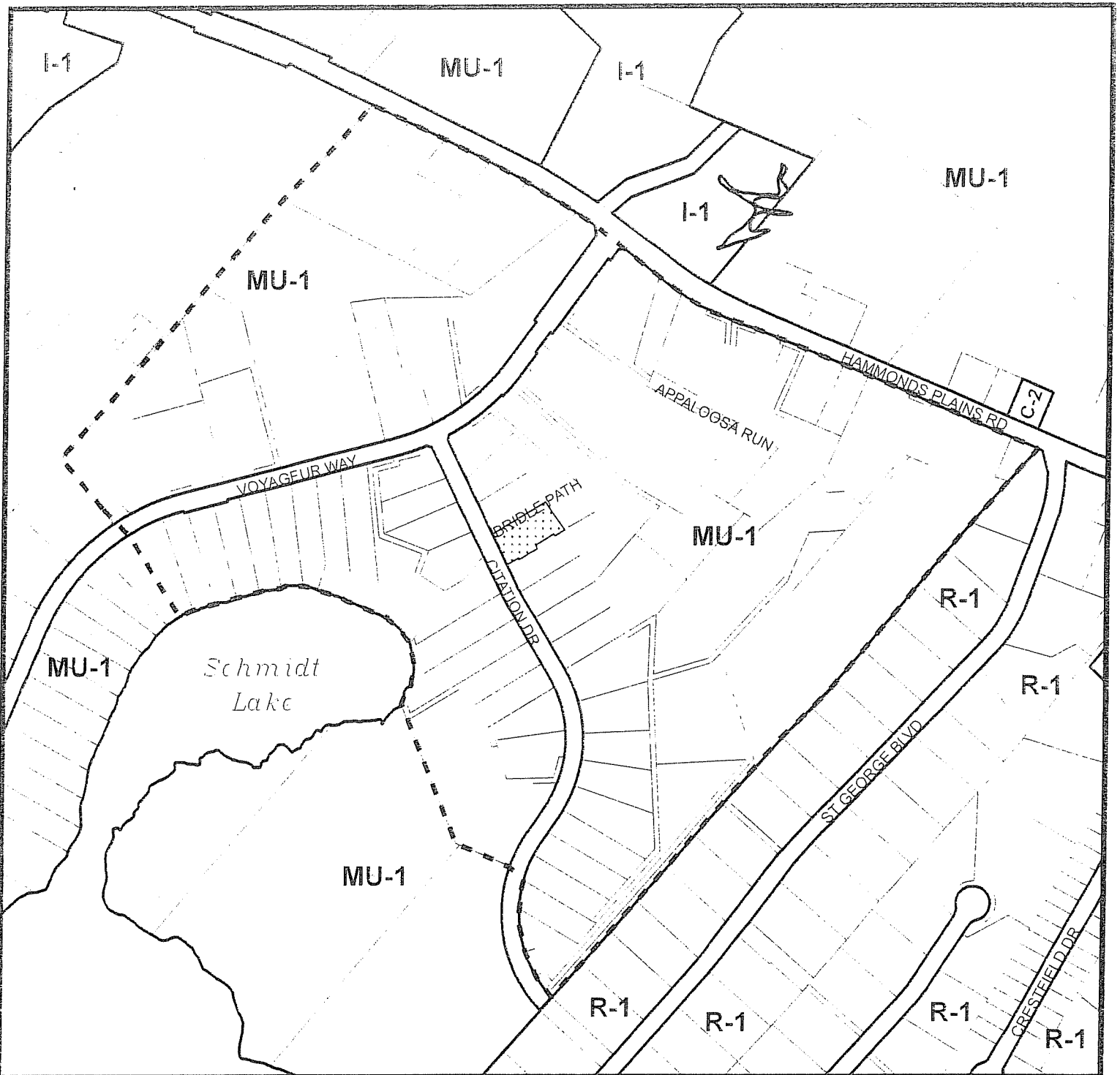
ATTACHMENTS

Map 1:	Generalized Future Land Use Map
Map 2:	Zoning Map
Attachment A:	Proposed Development Agreement
Attachment B:	Relevant Policies from the MPS
Attachment C:	Applicable LUB Requirements
Attachment D:	Public Information Meeting Minutes

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.

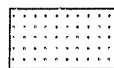
Report Prepared by: Jacqueline Belisle, Planner I, Community Development, 869-4262

Report Approved by: 
Austin French, Manager of Planning Services, 490-6717



Map 2 Zoning

- R-1 Single Unit Dwelling Zone
- MU-1 Mixed Use 1 Zone
- C-2 General Business Zone
- I-1 Mixed Industrial Zone



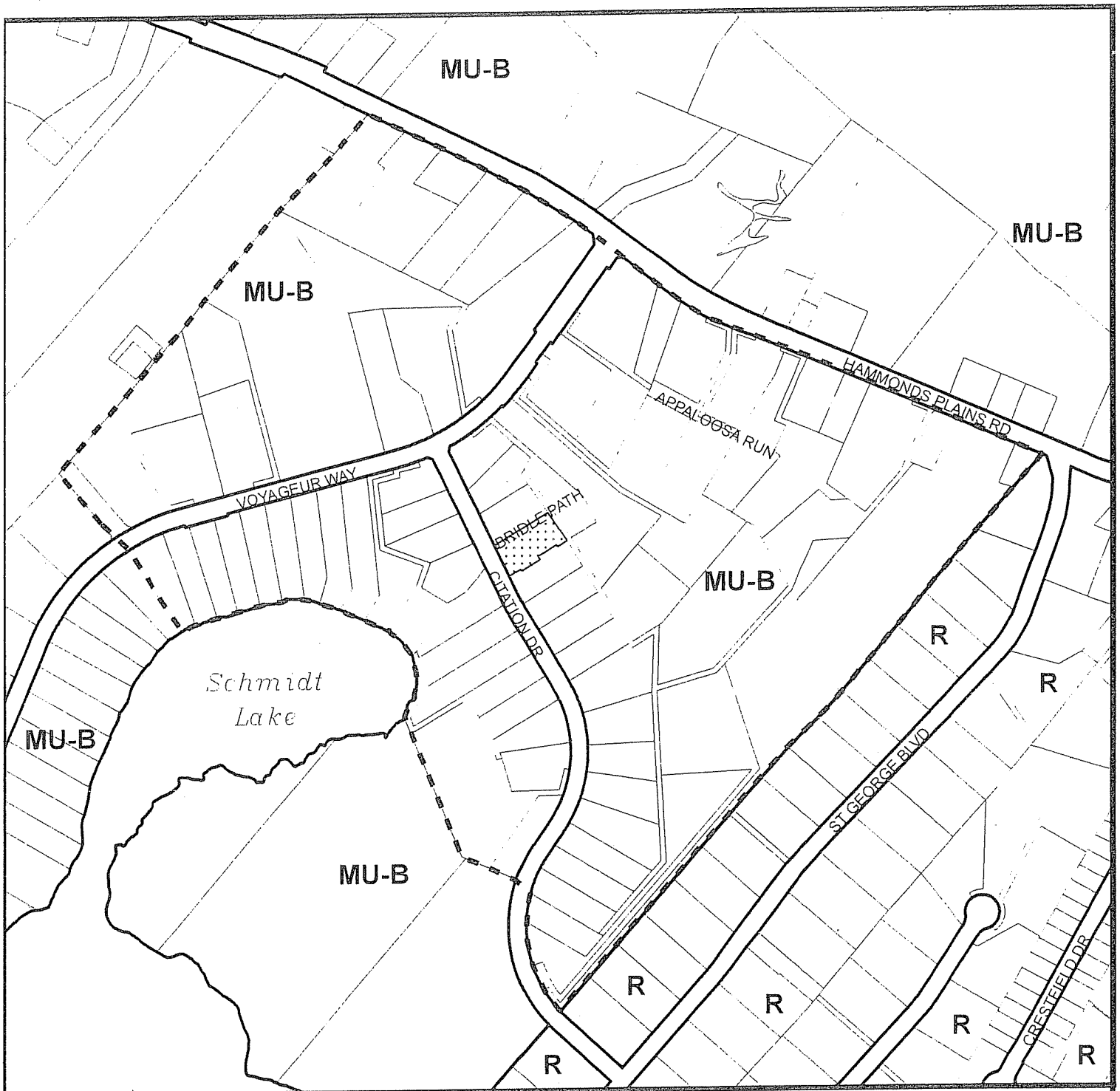
Subject Property



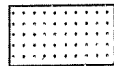
Notification Area

HALIFAX
REGIONAL MUNICIPALITY
Community Development
Planning Services





Map 1
Generalized Future Land Use



Subject Property

HALIFAX
REGIONAL MUNICIPALITY
Community Development
Planning Services

R Residential Designation
MU-B Mixed Use B Designation



100 50 0 100 200 300 400 Meters

ATTACHMENT A
PROPOSED AMENDING AGREEMENT

THIS AGREEMENT made this day of **[Insert Month]**, 20__.

BETWEEN:

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

OF THE FIRST PART

- and -

HALIFAX REGIONAL MUNICIPALITY
a municipal body corporate, in the Province of Nova Scotia
(hereinafter called the "Municipality")

OF THE SECOND PART

WHEREAS the Developer is the registered owner of certain lands located at 11 Bridle Path, Hammonds Plains 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 the Beaver Bank, Hammonds Plains and Upper Sackville Municipal Planning Strategy and Section 3.6(a) of the Beaver Bank, Hammonds Plains and Upper Sackville 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 16415;

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 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 16415:**

List all applicable Schedules:

Schedule A	Legal Description of the Lands(s)
Schedule B	Site Plan – 16415-01

3.2 Requirements Prior to Approval

Prior to the issuance of an Occupancy Permit, the Developer shall provide the following to the Development Officer, unless otherwise permitted by the Development Officer:

- (a) A letter prepared by a member in good standing of the Canadian Society of Landscape Architects certifying the planted tree buffer has been completed in accordance with Section 3.9.5 of 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 set out in this Agreement; and
- (b) 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, Hammonds Plains and Upper Sackville as amended from time to time.

3.4 Detailed Provisions for Land Use

3.4.1 The Developers use of the Lands as a kennel shall be limited to space within the existing building, accessory building and an outdoor dog run, as illustrated on Schedule B.

3.4.2 The kennel shall:

- (a) not exceed an area of 92.9 m² (1,000 sq.ft.) within the existing building; and
- (b) not exceed an area of 55.7 m² (600 sq.ft.) within the accessory building.

3.4.3 The outdoor dog run shall:

- (a) not exceed an area of 55.7 m² (600 sq.ft.);
- (b) be located a minimum of 10.6 m (35 ft.) from any abutting property; and
- (c) be fenced according to Section 3.4.5 of this Agreement.

3.4.4 Not more than eighteen (18) dogs shall be bred or boarded at any given time.

3.4.5 The developer shall provide and maintain fencing, a minimum of 1.52 m (5 ft.) in height, around the entire perimeter of the outdoor dog run.

3.4.6 The Development Officer may permit a 10 % increase to the provision identified in Section 3.4.2 and 3.4.3 provided the intent and all other specific provisions of this Agreement have been adhered to.

3.5 PARKING, CIRCULATION AND ACCESS

- 3.5.1 The parking requirements shall be in accordance with the Beaver Bank, Hammonds Plains and Upper Sackville Land Use By-law as amended from time to time, and shall be hard surfaced or gravelled.

3.6 OUTDOOR LIGHTING

- 3.6.1 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.

3.7 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 Developers shall remove and properly dispose of dog waste from the Lands altogether on a regular 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 The sign requirements shall be in accordance with the Beaver Bank, Hammonds Plains and Upper Sackville Land Use By-law as amended from time to time.

3.9 LANDSCAPING

- 3.9.1 All plant material shall conform to the Canadian Nursery Trades Association Metric Guide Specifications and Standards and sodded areas to the Canadian Nursery Sod Growers' Specifications.

Landscape Plan

- 3.9.2 Prior to the issuance of a Development Permit, the Developer agrees to provide Landscape Plan which comply with the provisions of this section. The Landscape Plan shall be prepared by a Landscape Architect (a full member, in good standing with Canadian Society of Landscape Architects) and comply with all provisions of this agreement.
- 3.9.3 The Developers shall provide a planted tree buffer along the south-eastern property line, as illustrated on Schedule B and shown on the landscape plan. The planted tree buffer shall:
- (a) be retained and maintained to act as a noise dampening buffer and visual screen to the adjacent property;
 - (b) consist of a minimum of two staggered rows of White Spruce and/ or Hemlock or equivalent;
 - (c) be identified on all plans required by the Municipality.
- 3.9.4 Landscaping shall be replaced if removed or damaged beyond repair. The Municipality may require the Developers 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.

Compliance with Landscaping Plan

- 3.9.5 Prior to issuance of the first Occupancy Permit the Developer shall submit to the Development Officer a letter prepared by a member in good standing of the Canadian Society of Landscape Architects certifying that all landscaping has been completed according to the terms of this Development Agreement.
- 3.9.6 Notwithstanding Section 3.9.5, the Occupancy Permit may be issued provided that the weather and time of year does not allow the completion of the outstanding landscape works and that the Developer supplies a security deposit in the amount of 110 percent of the estimated cost to complete the landscaping. The cost estimate is to be prepared by a member in good standing of the Canadian Society of Landscape Architects. The security shall be in favour of the Municipality and shall be in the form of a certified cheque or automatically renewing, irrevocable letter of credit issued by a chartered bank. The security shall be returned to the Developer only upon completion of the work as described herein and illustrated on the Schedules, and as approved by the Development Officer. Should the Developer not complete the landscaping within twelve months of issuance of the Occupancy Permit, the Municipality may use the deposit to complete the landscaping as set out in this section of the Agreement. The Developer shall be responsible for all costs in this regard exceeding the deposit. The security deposit or unused portion of the security deposit shall be returned to the Developer upon completion of the work and its certification.

3.10 HOURS OF OPERATION

3.10.1 The kennel shall be permitted to operate between the hours of seven (7) am and seven (7) pm. and no overnight boarding shall take place.

PART 4: STREETS AND MUNICIPAL SERVICES

General Provisions

4.1 All design and construction of primary and secondary service systems shall satisfy Municipal Service Systems Specifications unless otherwise provided for in this Agreement and shall receive written approval from the Development Engineer prior to undertaking the work.

Off-Site Disturbance

4.2 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 fencing requirement as detailed in Section 3.4.3 and 3.4.5 of this Agreement;
- (b) The granting of an extension to the date of commencement of construction as identified in Section 6.3.3 of this Agreement;
- (c) The length of time for the completion of the development as identified in Section 6.5.1 of this Agreement;
- (d) Changes to the hours of operation as detailed in Section 3.10.1 of this Agreement;
- (e) Changes to the landscaping requirements as detailed in Section 3.9.3 of this Agreement.

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 three (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 an Occupancy 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 Section 5.1(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.

6.4 Completion of Development

- 6.4.1 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 for Beaver Bank, Hammonds Plains and 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 four (4) 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 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.

WITNESS that this Agreement, made in triplicate, was properly executed by the respective Parties on this _____ day of _____, 20____.

SIGNED, SEALED AND DELIVERED
in the presence of:

=====

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

(Insert Registered Owner Name)

Per: _____

Per: _____
=====

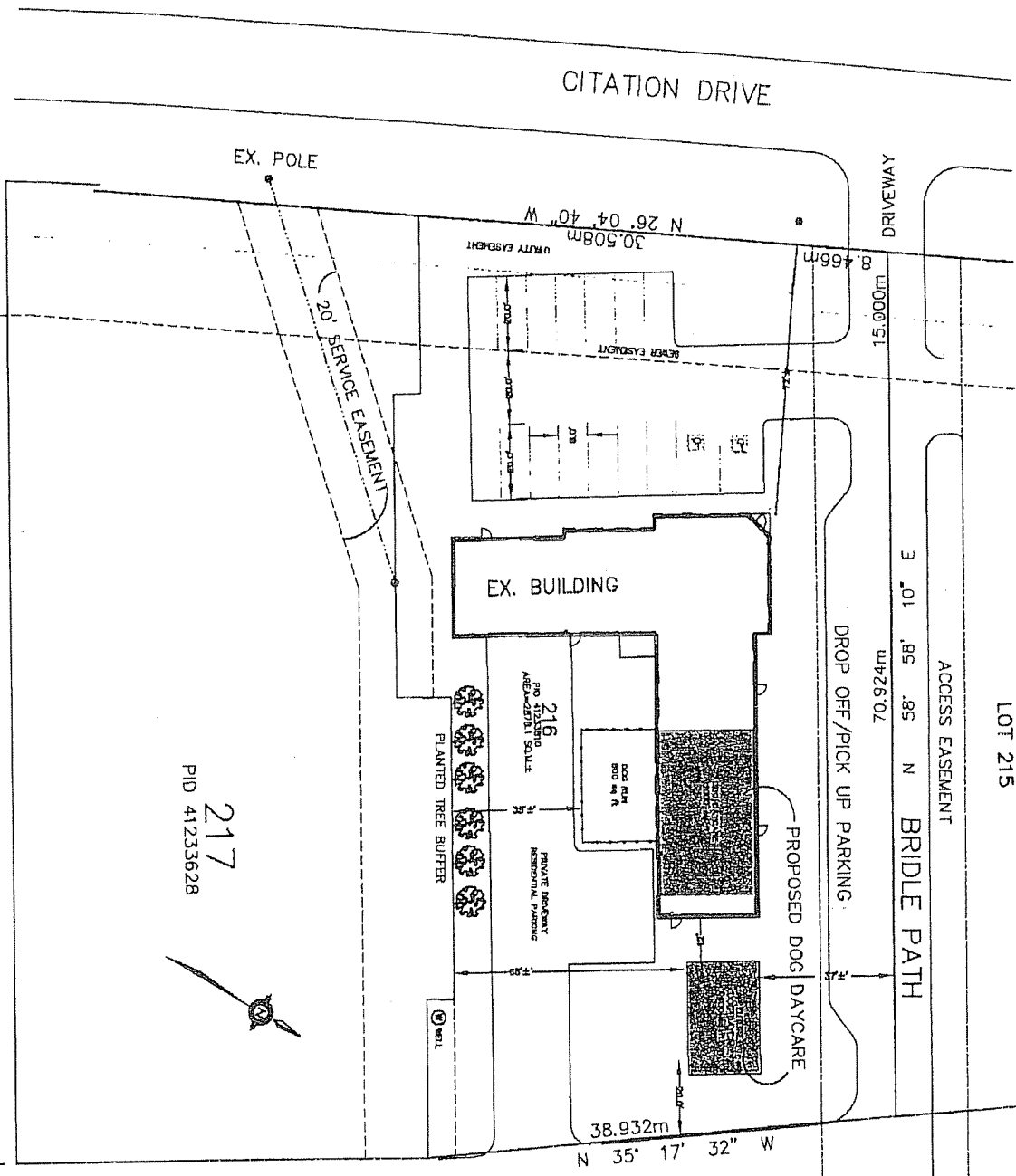
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**HALIFAX REGIONAL
MUNICIPALITY**

Per: _____
Mayor

Per: _____
Municipal Clerk

Schedule B



217
PID 41233628

11 BRIDLE PATH
VOYAGEUR LAKES
HAMMONDS PLAINS

SCALE 1"=40'

ATTACHMENT B
RELEVANT POLICIES FROM THE MPS

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:

- (a) the subject property is not located within a residential zone;
- (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;
- (c) that limits are placed on the maximum number of dogs permitted on the
- (d) that sufficient off-street parking is provided;
- (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;
- (f) the hours of operation, including limitations on outdoor dog play/socialization;
- (g) provisions related to the collection, storage and disposal of animal waste;
- (h) the impact of the proposed development on traffic circulation and the road network;
- (i) general maintenance of the facility;
- (j) the provisions of Policy P-137.

(RC-Sep 16/08;E-Oct 4/08)

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

- (a) that the proposal is in conformity with the intent of this Plan and with the requirements of all other municipal by-laws and regulations;
- (b) that the proposal is not premature or inappropriate by reason of:
 - (i) the financial capability of the Municipality to absorb any costs relating to the development;
 - (ii) the adequacy of central or on-site sewerage and water services;
 - (iii) the adequacy or proximity of school, recreation or other community facilities;
 - (iv) the adequacy of road networks leading or adjacent to or within the development; and
 - (v) the potential for damage to or for destruction of designated historic buildings and sites.
- (c) that controls are placed on the proposed development so as to reduce conflict with any adjacent or nearby land uses by reason of:
 - (i) type of use;
 - (ii) height, bulk and lot coverage of any proposed building;

- (iii) traffic generation, access to and egress from the site, and parking;
 - (iv) open storage;
 - (v) signs; and
 - (vi) any other relevant matter of planning concern.
- (d) that the proposed site is suitable in terms of the steepness of grades, soil and geological conditions, locations of watercourses, marshes or bogs and susceptibility to flooding.
- (e) **Within any designation, where a holding zone has been established pursuant to “Infrastructure Charges - Policy P-81”, Subdivision Approval shall be subject to the provisions of the Subdivision By-law respecting the maximum number of lots created per year, except in accordance with the development agreement provisions of the MGA and the “Infrastructure Charges” Policies of this MPS.**
- (RC-July 2/02; E-Aug 17/02)

ATTACHMENT C
APPLICABLE LUB REQUIREMENTS

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

13.1 MU-1 USES PERMITTED

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

Residential Uses

Single unit dwellings

Two unit dwellings

Boarding and rooming houses

Bed and Breakfast

Senior citizens housing

Existing mobile dwellings

Existing multiple unit dwellings

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

Business uses in conjunction with permitted dwellings

Other Uses

Institutional uses, except fire and police stations

Open space uses

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

Trucking, landscaping, excavating and paving services

Agriculture uses

Forestry uses and wooden furniture manufacturing

Composting operations (see section 4.29)

13.2 MU-1 ZONE REQUIREMENTS: RESIDENTIAL USES

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

13.3 MU-1 ZONE REQUIREMENTS: OTHER USES

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

Minimum Lot Area	29,064 square feet (2700 m ²)
Minimum Frontage	100 feet (30.5 m)

Minimum Front or Flankage Yard	30 feet (9.1 m)
Minimum Rear or Side Yard	15 feet (4.6 m)
Maximum Lot Coverage for Structures and Storage	50 per cent
Maximum Height of Main Building	35 feet (10.7 m)

13.4 OTHER REQUIREMENTS: BUSINESS AND DAY CARE USES

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

13.5 OTHER REQUIREMENTS: COMMERCIAL USES

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

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

13.6 OTHER REQUIREMENTS: AGRICULTURE USES

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

- (b) No more than two thousand (2,000) square feet of floor area of all structures on any lot shall be used for a retail use accessory to agriculture uses

13.7 OTHER REQUIREMENTS: FORESTRY AND WOODEN FURNITURE MANUFACTURING

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

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

13.8 OTHER REQUIREMENTS: INSTITUTIONAL USES

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

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

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

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

- (g) No product stockpile or processing activity associated with the above uses shall be located within one hundred (100) feet of a watercourse.

13.10 EXEMPTION: EXISTING MOBILE HOME PARKS

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

13.11 EXEMPTION: EXISTING COMMERCIAL RECREATION USES

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

ATTACHMENT D
PUBLIC INFORMATION MEETING MINUTES

Public Information Meeting
Case 16415
October 4, 2010

In attendance: Jacqueline Belisle, Planner, Planning Applications
Thea Langille, Supervisor, Planning Applications
Alden Thurston, Planning Technician
Gail Harnish, Planning Services
Lynn Bushell and Pamela MacKinnon on behalf of the applicant
Councillor Lund

Call to order/opening comments/purpose of meeting

Ms. Jacqueline Belisle called the public information meeting (PIM) to order at approximately 7:00 p.m. at the Hammonds Plains Fire Hall.

Ms. Belisle advised the purpose of the meeting is to discuss a planning application for 11 Bridle Path, Hammonds Plains. Staff will present the planning process and information on the proposal, and we want to get information and feedback from members of the public. No decision will be made tonight. She encouraged that members of the public get in contact with her following the meeting if they had any questions or wished to provide her with feedback, if they were not comfortable with making a presentation at tonight's meeting.

Overview of planning process

Ms. Belisle advised the application is for a development agreement to permit a kennel at 11 Bridle Path. She explained a development agreement is a legal contract that pertains to the use of land and is entered into with two parties. The agreement can over-ride the land use by-law, although in most cases the two are fairly consistent with each other. The decision for this application rests with North West Community Council who, in making their decision, will ensure it is consistent with Municipal Planning Strategy (MPS) policy.

Policy P-26A of the MPS for Beaver Bank, Hammonds Plains and Upper Sackville is the policy which allows kennels to be considered by development agreement in the Mixed Use B Designation. The criteria requires us to consider:

- the existing zoning on the site
- the size and appearance of the building
- the number of dogs that would be permitted
- if there is sufficient off-street parking and the impact of traffic in the neighbourhood
- the type of fencing proposed
- the hours of operation
- the discharge of waste and the general maintenance of the property
- general planning matters

Ms. Belisle provided a brief overview of the planning process:

- an application was received
- we are now holding the PIM
- staff will do a detailed review of the application and will consult with internal and external agencies
- staff will prepare a staff report and negotiate a draft development agreement
- the staff report is tabled with the North West Planning Advisory Committee who will make its recommendation to North West Community Council
- Community Council will decide whether or not to give notice of motion and schedule a public hearing
- if they proceed, a public hearing is held
- there is an appeal process
- the development agreement is registered against the title of the property

Presentation of proposal

Ms. Belisle presented the proposal:

- the property in question is 11 Bridle Path, Hammonds Plains
- the property is 2876 square meters (approximately 31,000 square feet) in area
- there is currently an equestrian operation and two residential units on the property
- the property is designated Mixed Use B
- the zoning is Mixed Use 1

Ms. Belisle displayed a site plan of the property, pointing out: Citation Drive and Bridle Path; an area of approximately 1000 square feet within the existing building; the accessory building which is roughly 600 square feet; the proposed area for the dog run which is about 600 square feet; and a vegetated buffer line of trees which buffers it from adjacent properties.

Ms. Belisle presented further details of the proposal:

- the maximum number of dogs being permitted is eighteen

- the hours of operation are from 7 a.m. to 7 p.m.
- there will be no overnight keeping of dogs
- the ratio of dogs to staff is 1:9
- dog waste would be stored on the site and then picked up by a waste management company on a regular basis

Ms. Belisle presented some slides of the site.

Questions and comments

Councillor Lund asked about the hours of operation.

Ms. Belisle responded the hours of operation would be 7 a.m. to 7 p.m.

Councillor Lund asked about the accessory building which he had not previously noticed on the site.

Ms. Belisle confirmed it is tied to this application. They are proposing to start the business in the existing building and would like the potential through this process to use the accessory building in the future. She confirmed the accessory building is currently vacant.

Adjourn

The meeting adjourned at approximately 7:15 p.m.