


**Marine Drive Valley and Canal Community Council**  
**January 25, 2012**

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

**SUBMITTED BY:**   
Phil Townsend, Director, Planning and Infrastructure

**DATE:** December 21, 2011

**SUBJECT:** Case 17055 Development Agreement – 164 Cross Road, Ostrea Lake

**ORIGIN**

Application by Searle Environmental Services Ltd., for the lands of Carol Bentley, to enter into a development agreement to permit a commercial kennel operation at 164 Cross Road, Ostrea Lake.

**RECOMMENDATION**

It is recommended that the Marine Drive Valley and Canal 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 commercial kennel operation at 164 Cross Road, Ostrea Lake; 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.

## **EXECUTIVE SUMMARY**

The applicant, Searle Environmental Services Ltd. is requesting on behalf of the property owner, a development agreement for the lands of Carol Bentley to permit a dog kennel at 164 Cross Road in Ostrea Lake. Currently, commercial kennel operations are only considered through development agreement as these operations can cause potential conflict with surrounding land uses.

This report recommends that the Marine Drive, Valley and Canal Community Council approve the proposed development agreement found in Attachment A. Staff is of the position that the proposed agreement satisfies the relevant policy criteria of the Eastern Shore West Municipal Planning Strategy (MPS) and contains adequate provisions to ensure impacts to surrounding properties and the natural environment are minimized.

A public information meeting was held on September 14, 2011, to discuss the proposal. Attachment B of this report contains a summary of this meeting. On September 21, 2011, the Halifax Watershed Advisory Board (HWAB) reviewed the proposal and provided recommendations in a report to the Marine Drive, Valley and Canal Community Council dated September 30, 2011. Staff recommends approval of the proposed development agreement (Attachment A) as it complies with the intent of the Eastern Shore West MPS.

## **BACKGROUND**

Within the Eastern Shore West Plan Area, kennels (as defined in Attachment C) can only be considered by a development agreement in accordance with enabling Policy MU-11 and implementation Policy IM-10. The subject property presently contains an existing mobile dwelling. The proposed kennel operation is in addition to the current use of the property for residential purposes and would function in a manner similar to a home business.

### **The Property:**

The subject property is generally described as follows:

- located on the Cross Road in Ostrea Lake (Map 1 & 2);
- approximately 5.83 hectares (14.4 acres) in size;
- approximately 266 m (874 ft.) of public road frontage;
- serviced by on-site well and septic;
- designated Mixed Use (MU) under the Eastern Shore West MPS (Map 1); and
- zoned Mixed Use (MU) under the Eastern Shore West Land Use By-Law (LUB) (Map 2).

### **The Proposal:**

The kennel is proposed to occupy two 40.1 m<sup>2</sup> (432 sq.ft.) buildings, and an outdoor dog run comprising of 656.4 m<sup>2</sup> (7,066 sq.ft.). Although not specifically requested, the agreement attached as Attachment A also provides the opportunity for the developer to utilize the existing dwelling unit on the property for the kennel use. This is considered reasonable as the dwelling

maintains direct access to the outdoor dog run. The developer does not intend to provide grooming services nor include breeding as part of the kennel business.

## **DISCUSSION**

### **Policy Intent:**

The MPS enables the consideration of kennels in the Mixed Use designation through the development agreement process, subject to Policy MU-11 and Policy 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. It is the opinion of staff that the development agreement provided in Attachment A of this report satisfies the intent of the relevant MPS policies (Attachment D). While the proposal is consistent with the intent of the MPS, staff has identified the following issues for specific discussion:

### **Uses Permitted Under the Applied Zone:**

The development agreement enables uses permitted by the applied zoning of the property. The MU zone permits a multitude of residential, commercial, resource and traditional uses and community uses. A full list of these uses is included as Attachment C. Currently, the property is developed with an existing mobile dwelling; however, this use could be changed to any of the uses permitted in the MU zone.

### **Kennel**

The development agreement provided in Attachment A enables a kennel to operate on the property within the existing dwelling and two kennel buildings. One of these kennel buildings currently exists and functions as a residential accessory building (labeled as shed on Schedule B of Attachment A), the second kennel building is proposed and will be constructed should it be required for the business.

### **Compatibility with Adjacent Land Uses:**

To evaluate any potential conflict between the surrounding properties and the proposed kennel, the existing land uses in the area were examined. The properties surrounding the subject property are all zoned MU and are either vacant or used residentially. The nearest dwelling is approximately 201 m (660 ft.) from the location of the proposed kennel, the second nearest dwelling is approximately 335 m (1,100 ft.).

The area is well treed and provisions within the development agreement require a tree retention area to be established along the property boundaries which is intended to act as a buffer to reduce sound and visual impact on the abutting properties. The site plan included within the development agreement (Schedule B of Attachment A), illustrates the required location of the tree retention area.

To further address potential conflict with adjacent land uses, the development agreement establishes provisions regarding the number of dogs permitted to be boarded as well as the hours the dogs are permitted to be outside.

**Number of Dogs:**

The MPS provides no guidance regarding the number of dogs permitted. The proposed development agreement provided in Attachment A limits the number of dogs to twenty (20). This number was requested by the applicant and is considered by staff to be reasonable, given the size of the property. Should the property owner wish to increase the number of dogs permitted in the future, it would require a substantive amendment to the development agreement which would require a public hearing.

**Potential Noise:**

The potential noise related to the establishment of a kennel would include the barking of dogs. Policy criteria MU-11(j) 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 3.4.9 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) required 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.

To further address potential noise issues, the proposed development agreement contains provisions requiring that a vegetative buffer of 20 m (65.6 ft.) be maintained from all property lines and that no dogs are outdoors between the hours of 11:00 pm and 7:00 am.

**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 or compost the dog waste in a designated area. The development agreement contains provisions regarding the size and location of the compost area and also stipulates that the matured compost cannot be spread within the Williams Lake watercourse buffer.

**Subdivision of the Lands:**

No subdivision of the land 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.

**Halifax Watershed Advisory Board:**

On September 21, 2011, the Halifax Watershed Advisory Board reviewed the proposal and provided recommendations in a separate report to the Marine Drive, Valley and Canal Community Council dated September 30, 2011. It is Staff's opinion that the matters raised by the Board have been reasonably addressed through the proposed development agreement.

**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. 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**

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 14, 2011. A public hearing must be held by Council before they can consider approval of this application.

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 B 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 (as shown on Map 2) will be notified.

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.

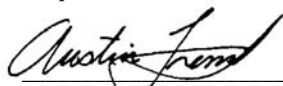
### **ATTACHMENTS**

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

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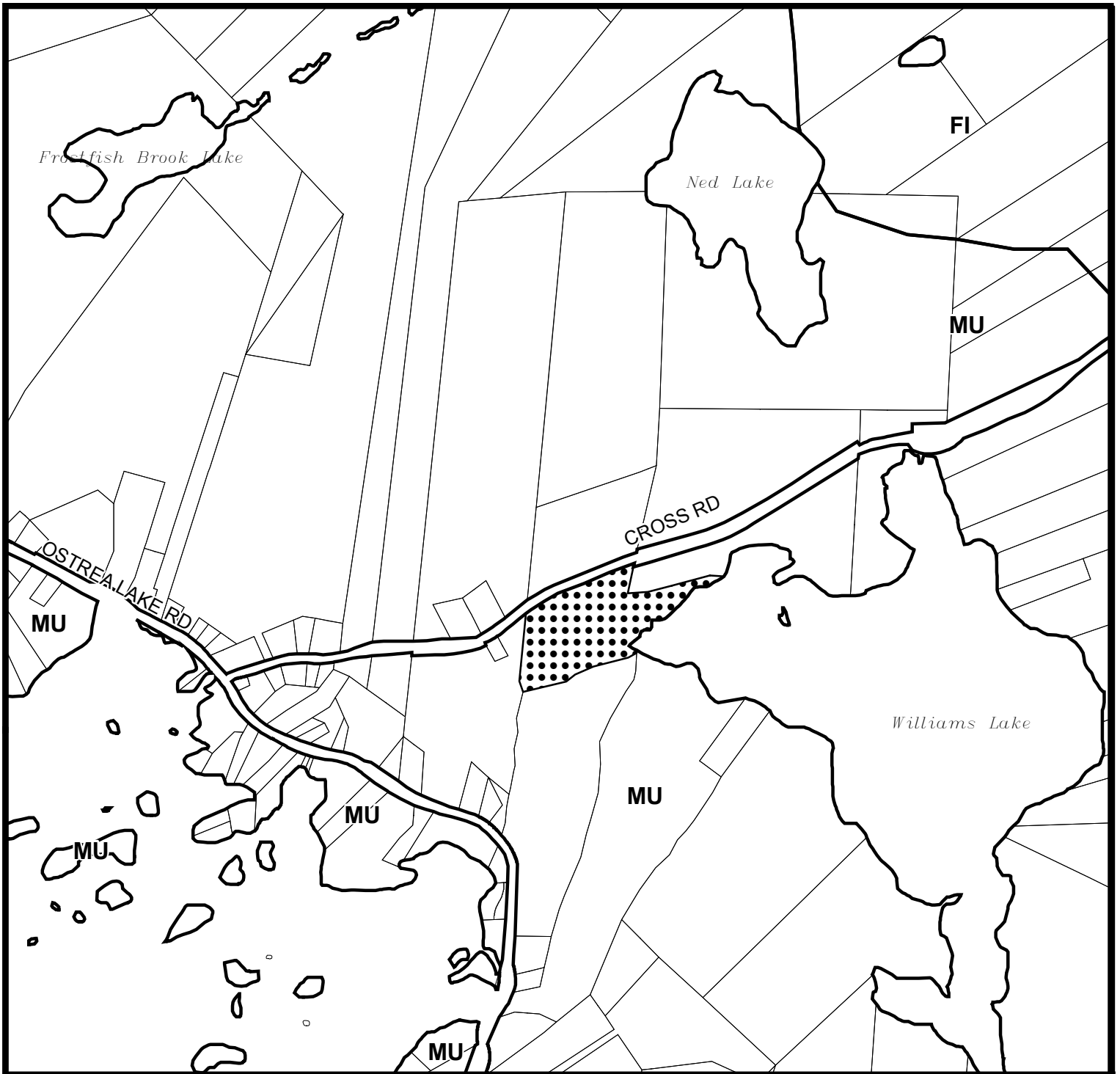
A copy of this report can be obtained online at <http://www.halifax.ca/commcoun/cc.html> then choose the appropriate Community Council and meeting date, or by contacting the Office of the Municipal Clerk at 490-4210, or Fax 490-4208.

Report Prepared by: Jacqueline Bélisle, Planner 1, Planning and Infrastructure, 869-4262

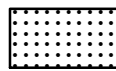


Report Approved by: Austin French, Manager of Planning Services, 490-6717

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**Map 1**  
**Generalized Future Land Use**

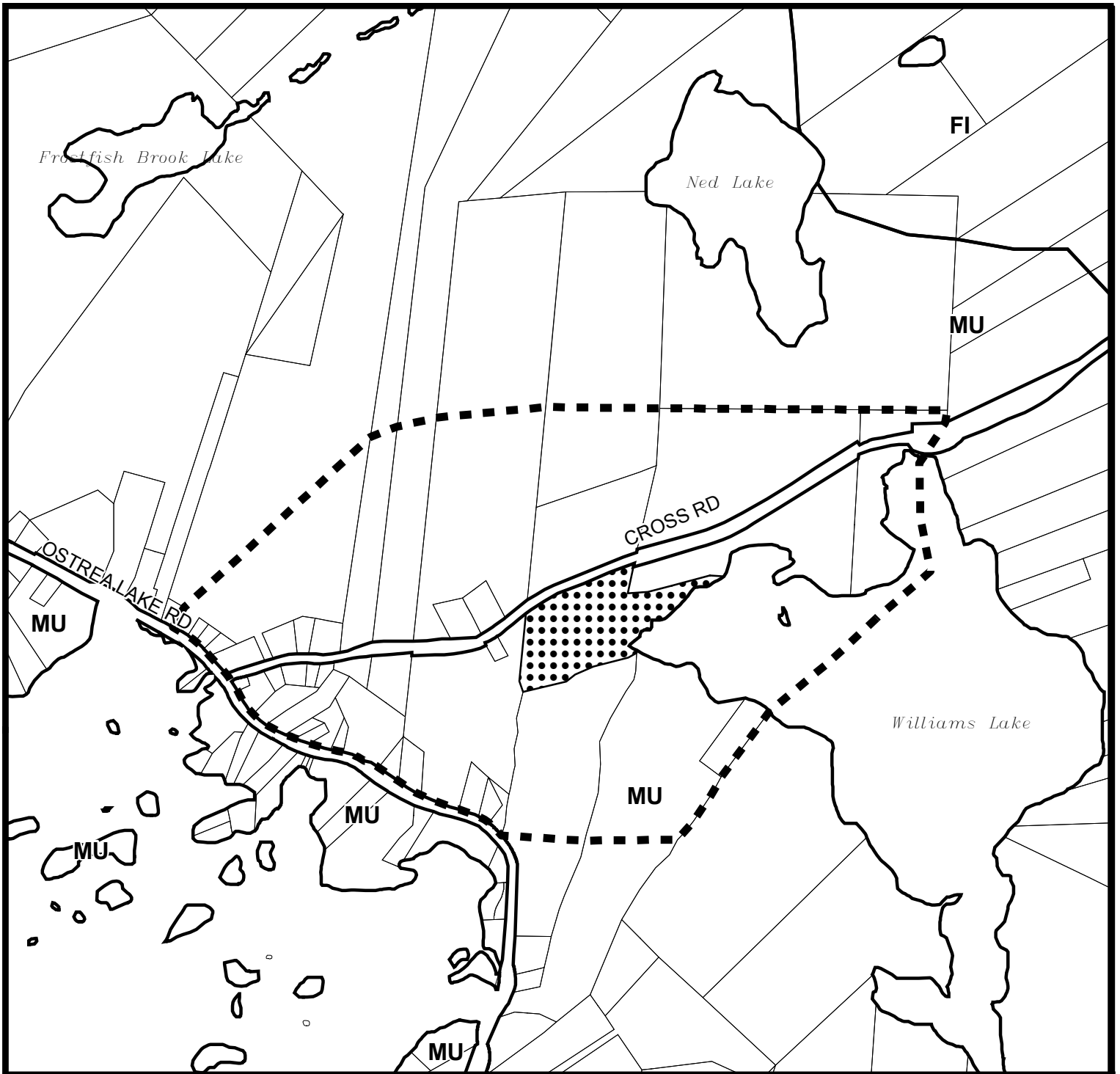


**Subject Property**

MU Mixed Use Designation  
 FI Fishing Industry Designation

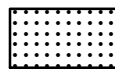
**HALIFAX**  
 REGIONAL MUNICIPALITY  
 Community Development  
 Planning Services





**Map 2  
Zoning**

MU Mixed Use Zone  
FI Fishing Industry Zone



Subject Property



Notification Area

**HALIFAX**  
REGIONAL MUNICIPALITY  
Community Development  
Planning Services





**ATTACHMENT A**  
**PROPOSED DEVELOPMENT AGREEMENT**

THIS AGREEMENT made this      day of [**Insert Month**], 20\_\_,

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 164 Cross Road, Ostrea Lake 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 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 Marine Drive Valley and Canal Community Council for the Municipality approved this request at a meeting held on [**Insert - Date**], referenced as Municipal Case Number 17055;

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 **and filed in the Halifax Regional Municipality as Case Number 17055:**

#### *Schedules:*

Schedule A	Legal Description of the Lands(s)
Schedule B	Site Plan – 17055-01
Schedule C	Buffer Plan – 17055-02

### **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.
- (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 Developers use of the Lands as a kennel shall be limited to space within the dwelling, a maximum of two (2) kennel buildings, an outdoor dog run, and a composting area as illustrated on Schedule B.

3.4.2 The kennel buildings shall not exceed an area of 92.9 m<sup>2</sup> (1,000 sq.ft.)

3.4.3 The outdoor dog run shall:

- (a) not exceed an area of 660 m<sup>2</sup> (7,104 sq.ft.);
- (b) be located as shown on Schedule B as set out in this Agreement; and
- (c) be fenced according to Section 3.4.6 of this Agreement.

3.4.4 The composting area shall:

- (a) be located as shown on Schedule B, as set out in this agreement, and shall not be located less than 30 m (98.4 ft.) from the shoreline of Williams Lake;
- (b) not exceed an area of 9.3 m<sup>2</sup> (100 sq.ft.);
- (c) be covered between the time of December first (1<sup>st</sup>) to April thirtieth (30<sup>th</sup>); and
- (d) be maintained in accordance with Section 3.8.2 of this Agreement.

3.4.5 Not more than twenty (20) dogs shall be boarded at any given time.

3.4.6 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 as shown on Schedule B.

- 3.4.7 The Development Officer may permit a ten percent (10 %) increase to the provision identified in Section 3.4.3(a) provided the intent and all other specific provisions of this Agreement have been adhered to.
- 3.4.8 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.
- 3.4.9 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 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.

### **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 shall be hard surfaced or gravelled.

### **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 Notwithstanding 3.8.1 the Developer may compost dog waste provided it is contained within a bin or vessel or an acceptable equivalent within the compost area as shown on Schedule B and according to Section 3.4.4.

- 3.8.3 Further to Section 3.8.2 the Developer may spread the cured dog waste compost throughout the lands provided the spreading does not occur within the 20 m watercourse buffer of Williams Lake as shown on Schedule C.
- 3.8.4 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 SIGNS**

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

### **3.10 TREE RETENTION**

#### *Tree Retention Area*

- 3.10.1 The Developer shall not remove any trees or vegetation located within 20 m (65.6 ft.) of any property line:
- (a) This vegetation shall be retained in a natural state to act as a noise dampening buffer and visual screen to adjacent properties; and
  - (b) The 20 m (65.5 ft.) Tree Retention Area shall be identified on all plans required by the Municipality.
- 3.10.2 Vegetation within the Tree Retention 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.
- 3.10.3 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 seven (7) 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 Section 3.4.3 and 3.4.6 of this Agreement;
- (b) The granting of an extension to the date of commencement of construction as identified in Section 5.3.3 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.

WITNESS that this Agreement, made in triplicate, was properly executed by the respective Parties on this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

**SIGNED, SEALED AND DELIVERED**  
in the presence of:

**(Insert Registered Owner Name)**

\_\_\_\_\_

Per: \_\_\_\_\_

Per: \_\_\_\_\_

=====

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

**HALIFAX REGIONAL MUNICIPALITY**

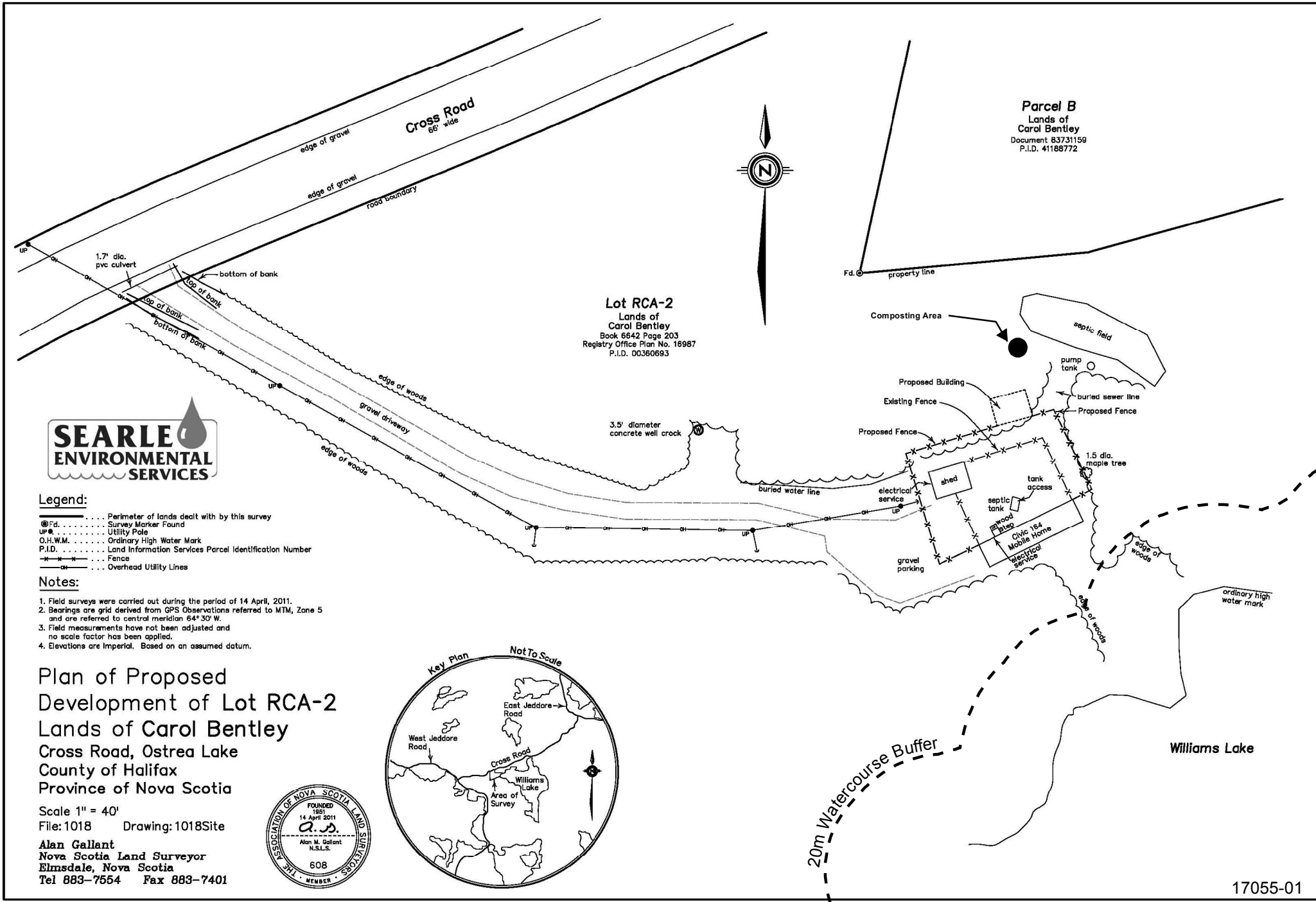
Per: \_\_\_\_\_

Mayor

\_\_\_\_\_

Per: \_\_\_\_\_

Municipal Clerk

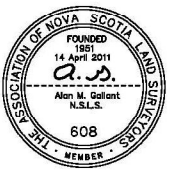


- Legend:**
- ..... Perimeter of lands dealt with by this survey
  - ⊙Fd..... Survey Marker Found
  - UP..... Utility Pole
  - O.H.W.M..... Ordinary High Water Mark
  - P.I.D..... Land Information Services Parcel Identification Number
  - Fence
  - Overhead Utility Lines

- Notes:**
1. Field surveys were carried out during the period of 14 April, 2011.
  2. Bearings are grid derived from GPS Observations referred to MTM, Zone 5 and are referred to central meridian 64° 30' W.
  3. Field measurements have not been adjusted and no scale factor has been applied.
  4. Elevations are Imperial. Based on an assumed datum.

**Plan of Proposed Development of Lot RCA-2  
Lands of Carol Bentley  
Cross Road, Ostrea Lake  
County of Halifax  
Province of Nova Scotia**

Scale 1" = 40'  
 File: 1018 Drawing: 1018Site  
**Alan Gallant**  
 Nova Scotia Land Surveyor  
 Elmsdale, Nova Scotia  
 Tel 883-7554 Fax 883-7401





**Parcel A**  
Lands of  
Carol Bentley  
Document 83731159  
P.I.D. 00537274

**Lot RCA-1**  
Lands of  
Malcolm Morse and Lynn Douglass  
Book 4927 Page 362  
Registry Office Plan No. 18715  
P.I.D. 40113235

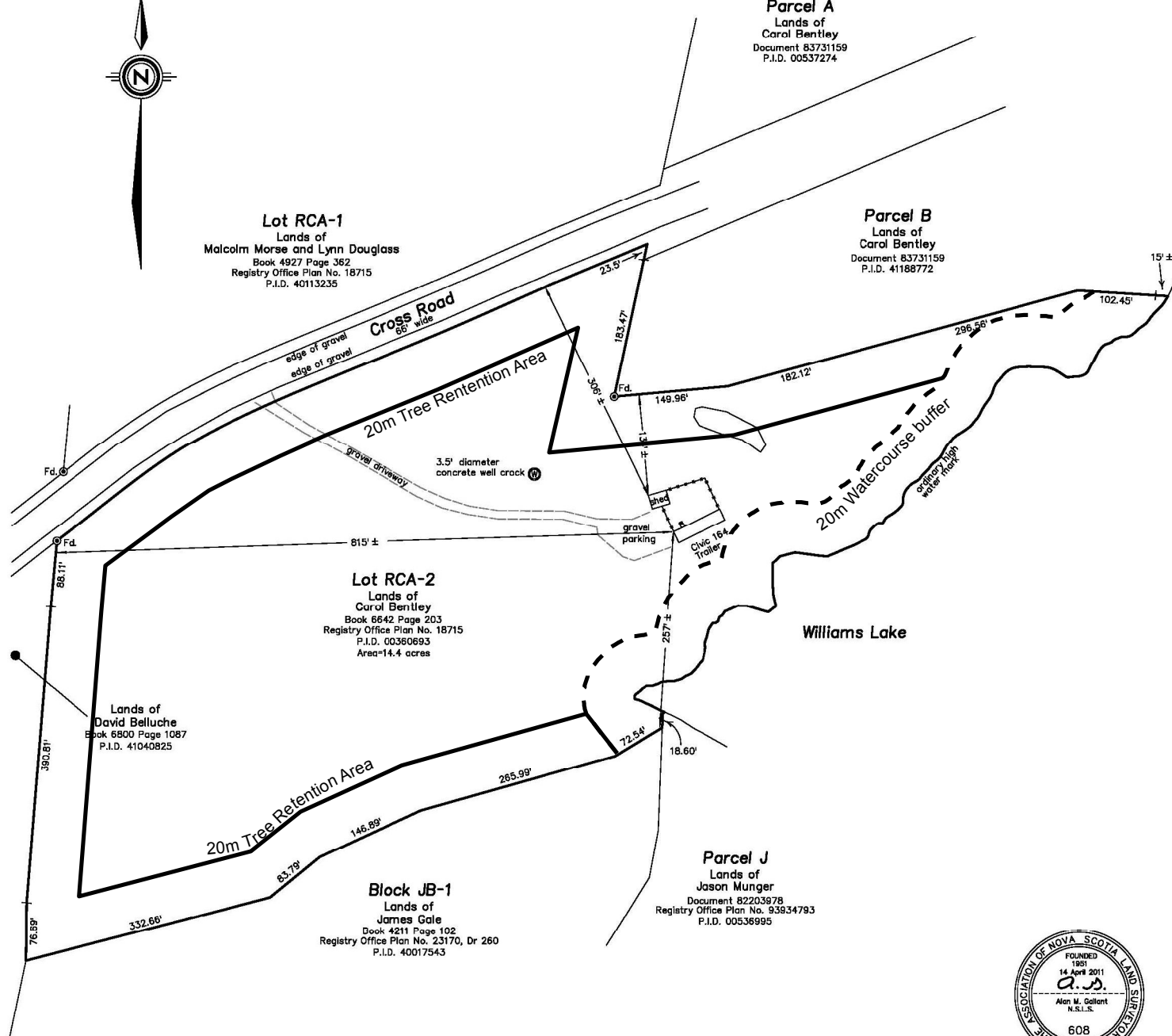
**Parcel B**  
Lands of  
Carol Bentley  
Document 83731159  
P.I.D. 41188772

**Lot RCA-2**  
Lands of  
Carol Bentley  
Book 6642 Page 203  
Registry Office Plan No. 18715  
P.I.D. 00360693  
Area=14.4 acres

Lands of  
David Belluche  
Book 6800 Page 1087  
P.I.D. 41040825

**Block JB-1**  
Lands of  
James Gale  
Book 4211 Page 102  
Registry Office Plan No. 23170, Dr 260  
P.I.D. 40017543

**Parcel J**  
Lands of  
Jason Munger  
Document 82203878  
Registry Office Plan No. 93934793  
P.I.D. 00536995



**Legend:**

- ..... Perimeter of lands dealt with by this survey
- ⊙ ..... Survey Marker Placed
- ⊙ Fd ..... Survey Marker Found
- Δ N.S.C.M. .... Nova Scotia Coordinate Monument
- O.H.W.M. .... Ordinary High Water Mark
- P.I.D. .... Land Information Services Parcel Identification Number

**Notes:**

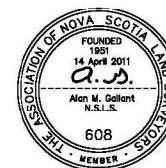
1. Field surveys were carried out during the period of 14 April, 2011.
2. Bearings are grid derived from GPS Observations referred to MTM, Zone 5 and are referred to central meridian 64° 30' W.
3. Field measurements have not been adjusted and no scale factor has been applied.



Plan of Site Survey of  
Lot RCA-2  
Lands of Carol Bentley  
Cross Road, Ostrea Lake  
County of Halifax  
Province of Nova Scotia

Scale 1" = 100'  
File: 1018 Drawing: 1018Site-1

**Alan Gallant**  
Nova Scotia Land Surveyor  
Elmsdale, Nova Scotia  
Tel 883-7554 Fax 883-7401



**ATTACHMENT B**  
**PUBLIC INFORMATION MEETING MINUTES**

**HALIFAX REGIONAL MUNICIPALITY**  
**PUBLIC INFORMATION MEETING**  
**CASE NO. 17055 – 164 CROSS ROAD, OSTREA LAKE KENNEL**

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**7:00 p.m.**  
**Wednesday, September 14, 2011**  
**Ostrea Lake-Pleasant Point Fire Department**  
**1765 Ostrea Lake Road, Ostrea Lake**

**STAFF IN**

**ATTENDANCE:** Jacqueline Belisle, Planner, Planning Applications  
Holly Kent, Planning Technician  
Jennifer Little, Planning Controller

**ALSO IN**  
**ATTENDANCE:** Jill Searle, Searle Environmental Services Ltd.,  
Carol Bentley, Applicant

**PUBLIC IN**  
**ATTENDANCE:** 23

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The meeting commenced at approximately 7:02 p.m.

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

**Ms. Jacqueline Belisle**, Planner, Planning Applications, called the meeting to order at approximately 7:02 p.m. in the Ostrea Lake – Pleasant Point Fire Department, 1765 Ostrea Lake Road, Ostrea Lake. She introduced herself as the planner guiding this application through the process and also introduced Holly Kent, Planning Technician, HRM Planning Services and Jennifer Little, Planning Controller, HRM Planning Services.

Ms. Belisle advised that the application is by Searle Environmental Services Ltd., for the lands of Carol Bentley, to enter into a development agreement to permit a dog kennel at 164 Cross Road, Ostrea Lake. She explained that notification of this meeting was mailed out to approximately 30 properties, however some of the notices came back as undeliverable and residents should ensure they sign the sign-up sheet to receive future mail-outs for this application. She gave a brief description of a development agreement explaining that it is a legal contract between a property owner and the municipality. The agreement stays with the land so any future land owners would also be subject to the agreement.

Ms. Belisle reviewed the application process, noting that the public information meeting is an initial step, whereby HRM reviews and identifies the scope of the application and seeks input from the neighborhood. The application will then be brought forward to Marine Drive Valley & Canal

Community Council which will hold a public hearing at a later date, prior to making a decision on the proposed development. A 14 day appeal period will follow this decision.

### **Presentation on Application**

Ms. Belisle explained that these lands are designated mixed use under the Eastern Shore West Municipal Planning Strategy and zoned mixed use under the Eastern Shore West Land Use By-Law. The property is approximately 14.4 acres (5.82 hectares) and has lake frontage on Williams Lake.

For Council to consider a development agreement for any property there has to be policy in the Municipal Planning Strategy to enable the development agreement. In this situation there is a policy and that policy is Policy MU-11. This policy dates back to 1996 when the MPS for Eastern Shore West came into effect. Some concerns related to Kennels include: odor, noise, uncontrollable expansion, conflict with residential land uses and animal waste. Because of these concerns, it was determined that any new kennel operations (or any expansions to existing kennel operations) would only be considered by development agreement. For Council to consider permitting kennels by development agreement, there must be reasonable separation from surrounding residential development; the scale and appearance should not detract from or adversely affect surrounding development; there is safe access to and from the site obtained from the street and will not cause traffic circulation problems/hazards; the proposed site layout (landscaping, parking areas, signage and outdoor storage) is appropriate and there is enough adequate landscaping used to protect adjacent properties; measures are taken to protect the natural environment; there are provisions in place for maintenance of the building and the site; there are appropriate hour of operation; all dogs are to be removed from any outdoor run or exercise area by 11pm each evening; sound levels do not exceed 65 decibels between 7am – 7pm and 50 decibels between 7pm – 7am; all permits and licenses are obtained and maintained and the provisions of Policy IM-10 are met.

**Jill Searle, Searle Environmental Services Ltd.**, thanked the residents for coming to the meeting and explained that she would be speaking on behalf of the property owner. Ms. Searle viewed a slide of the plot plan, showing the property which Ms. Bentley owns. She explained that Ms. Bentley has resided at this property for approximately 10 years and would like to operate a dog daycare and kennel. She would like to open this for up to ten dogs which will grow slowly through referrals from family and friends. However, within this application she has requested to allow for up to 20 dogs so that she doesn't have to go through this process in the future if she wanted to expand. Ms. Searle explained that the proposed hours of work would not be outside the hours of 7am – 10pm and explained that there is only one resident within 500 feet of Ms. Bentley property and assured that they are in support of this application. Ms. Searle reviewed a slide of the proposed kennel showing the additional fencing, and added that there will be a proper compost area for any waste and explained that there will also be a sign at the end of the driveway to indicate the business.

Reviewing a slide of the existing building, Ms. Searle explained that the proposed building will be the same size and layout of 18ft x 24 ft., The proposed fencing is 6 feet tall and will have a heavy gaged climb resistant fencing with buried wire mesh to prevent digging and control the potential for any dogs becoming loose. She also explained that Ms. Bentley has intentions in putting cross fencing in place to separate the different dog groups. Ms. Searle viewed a slide of the vegetated barrier surrounding the

property and noted that this will provide a visual and sound barriers. There will not be any need for any need for any structure barriers. A sound assessment was conducted based on the proposal for 20 dogs. The predicted sound assessment was conducted at four locations around the property line and one across Williams Lake. The assessment has shown that both day time and night time numbers are within the allowable the acceptable levels set by HRM. She explained that the proposed dog waste compost area will be located north/east of the property through the vegetative wood area and noted that the property does curve down towards the lake. She assured that there is no predicted run off from the waste and meets the guidelines stipulated by the Department of Environment for their onsite sewage disposal regulations. There will be constructed wired bins, where you place the dog waste and mix with other materials such as sawdust. The process will take place on a crusher dust compacted pad which will prevent any increase to the water table.

At this time Ms. Searle read Policy MU-11 of the Municipal Planning Strategy.

### **Questions and Answers**

Mr. Grant Wach, West Jeddore, asked how the sound assessment is conducted and how different decibel levels are reached.

Ms. Searle explained that the sound assessment was done following a methodology that is outlined in a book titled 'Kennel Design the Essential Guide for Creating Your Perfect Kennels' by David Key. It explains predicted noise levels based on numbers of dogs and adjustments for distances (hard ground vs. soft ground) typical building elements have sound ratings that are available, explaining that there is a credit or a minus given based on the wind direction determined by the Nova Scotia Department of Natural Resources.

Mr. Wach, asked how the sounds is measured and if a sound tester is used. He asked if HRM has a protocol for measuring sound.

Ms. Searle explained that this measurement is based on a predicted sound based on dogs barking in other areas. There have not been any measurements taken at Ms. Bentley's property.

Ms. Belisle explained that as for follow-up monitoring, HRM's By-Law Services has the equipment to measure sound based on decibel level. If a complaint is submitted to HRM, By-Law Services has the ability to measure the sound level.

Mr. Wach asked what criteria HRM has for measuring sound.

Ms. Belisle explained that the policy in the plan says that between the daytime hours, sound levels cannot be over 65 decibels and during the night time hours, sound levels cannot be over 50 decibels from the property line.

Mr. David Kerr, West Jeddore, asked what 65 decibels are.

Ms. Belisle explained that she will further look into the answer for this question and include it as part of the internal staff review. This will be public information prior to the next meeting.

Mr. Kerr explained that 65 decibels is really loud.

Ms. Searle explained that the numbers are within the numbers allowable by HRM.

Ms. Leslie Hauck, West Jeddore, explained a previous experience she has had with a kennel explaining that at meal time, the dogs barked continuously for a half an hour. She added that the HRM By-Law states that no dog shall bark longer than 20 minutes. How can the residents in this area be assured that the dogs within this dog kennel will not exceed the 20 minute maximum and asked who will be monitoring the composting and maintenance of the property. She addressed concern with how this might affect potential home owners across the lake and also the boaters on the lake.

Ms. Belisle explained that once the development agreement is approved by Council and registered with the Registry of Deeds, it becomes the responsibility of the Development Officer to regulate and to enforce. During the internal staff review, it will be decided what types of requirements will be put in place to ensure the maintenance of the compost.

Ms. Searle explained that Ms. Bentley will be responsible for the upkeep of the compost and property.

Ms. Kerr added that they do not know what Ms. Bentley's maintenance standards and values are.

Ms. Belisle explained that when an application for a development agreement is received, staff reviews the application and drafts the development agreement which is presented to Council for approval at a later date. This agreement can be reviewed by the public on the HRM website prior to the public hearing.

Mr. Len Millan, West Jeddore, asked what will happen with the liquid waste.

Ms. Searle explained that the liquid waste will take place on the gravel pad within the fenced-in area.

Mr. Millan expressed concern with the rain washing the liquid waste into the lake and asked who will be monitoring the e-coli in the lake.

Ms. Belisle explained that she believes that this is monitored by the Department of Environment.

Mr. Millan expressed concern with this having an effect of the lake and explained that some resident's water source comes from this lake as well as West Jeddore.

Ms. Belisle explained that this will be discussed during their next meeting with the Halifax Watershed Advisory Committee. She explained that when she had a preliminary look at this proposal, it met all the water course setbacks that are described in the Land Use By-Law.

Mr. Millan asked what regulations and the enforcement level for HRM if Ms. Bentley asks other than what the agreement states. What power does HRM have?

Ms. Belisle explained that within the Halifax Charter, the legislation talks about what to do when a development agreement has been breached. If one of the conditions set out in the development agreement is violated, the Halifax Charter gives the availability to take the property owner to court, at which time; typically a legal order is assigned to remedy the violation accompanied by a fine.

Ms. Searle assured that there will be plenty of natural treatment opportunity prior to reaching the lake.

Mr. Mike Allan, Ostrea Lake, explained that he is a new resident to the area and enjoy the peace and quiet. He addressed concern with the fine being less than what the applicant is making, explaining that sometimes it is easier to pay a fine than it is to fix a problem.

Ms. Belisle explained that every time there is a fine, the fee increases, which is not in the best interest of the landowner. She added that the fine starts out at \$100 per day and for every day of the violation up to \$10,000 per day on the third offense.

Mr. Allan asked if anything were to go wrong with the property / business, which is responsible for the cleanup.

Ms. Belisle explained that the property owner is responsible for the maintenance and cleanup.

Ms. Heather MacLellan, Ostrea Lake, asked who will be monitoring the animals. She addressed concern with mosquitoes in the area and how the dogs cannot be out for any length of time. She asked if the SPCA will be taking any additional measures.

Ms. Belisle explained that the Planning Department does not control the welfare of the dogs, it's the SPCA that any concerns will be brought to the attention to. They are not part of the HRM internal review, however if there were issues, the owners may contact the SPCA.

Ms. MacLellan asked if this business will have to be licensed and need to meet certain standards.

Ms. Belisle explained that the operation will require a development permit, however does not monitor the welfare of the dogs, she added that she can look further into this inquiry and see if there is any Provincial authority that monitors this.

Ms. MacLellan addressed concern with twenty dogs being too much work for one person.

Ms. Searle explained that Ms. Bentley's application is for ten dogs, twenty dogs she would have to hire someone, which is not currently part of her plan. She added that Ms. Bentley will have full responsible for the welfare of the dogs in her care.

Ms. MacLellan asked if Ms. Bentley had any training for this line of work.

Ms. Bentley explained that she has plans on becoming certified.

Mr. Allen asked what are the plans with dogs that may be in heat.



Ms. Bentley explained that she will not be taking in any dogs unless they were neutered or spayed.

Mr. Allen asked what type of dog breeds she will have.

Ms. Bentley explained that there will be a mix, she plans on starting her clientele with friends and one example she gave was a Greyhound.

Mr. Allen asked if she plans on having pit-bull and Rottweiler's breeds and if so, will the neighbors be warned.

Ms. Belisle explained that HRM will not require Ms. Bentley to give any notice of dog types.

Mr. Brad Marks, Osters Lake, asked if there have been any assessments for existing wildlife in the area and noted concern with it interfering with fishing, deer and duck hunting and ATV use. He added concern with the noise a kennel may have in the area.

Ms. Searle explained that the property is very well vegetated and will perfect any significant noise this application might have.

Mr. Tom Manual, Osters Lake, expressed concern with pollution to the water and that the owner will not know if she is polluting the lake and recommended that someone monitor this and tests should be performed.

Ms. Belisle explained that the Halifax Watershed Advisory Board will be part of Staff Review and added that this will be further investigated.

Ms. Cindy Williams, Osters Lake, addressed concern with noise; she enjoys the quietness of the area and added concern with these dogs making other dogs in the neighborhood bark. She also addressed concern with the additional dogs scaring off the birds in the lake.

Ms. Glenda Cole, Chezzetcook, asked if HRM have Inspectors to make sure that the compost is being done properly.

Ms. Belisle explained that there are no Inspectors; however, the Development Officer is in charge of enforcing provisions in the development agreement.

Ms. Cole asked if there was a criteria that states when the Development Officer is to inspect the property to ensure all is being operated properly.

Ms. Belisle explained that there is the ability to include a clause within the Development Agreement that makes it mandatory for an inspection from the Development Officer and added that they will be reviewing these options during their staff review.

Ms. Cole expressed concern with nearby children sleeping and the noise levels disturbing their sleep.

Ms. Belisle explained that one of the plan policies that will be reviewed looks at if this proposal is compatible with what is going on around it.

A gentleman expressed concern with the waste and suggested that a proper septic system be put into place.

Ms. Searle explained that there would have to be a substantial amount of waste for that to be a requirement. The studies indicate that you need a constant minimum of twenty dogs in order to require a full sized compost system operating. The volumes generated will not require anything more than what is proposed.

The gentleman explained that twenty large dogs can generate a lot of waste and asked if septic systems are used in other kennels.

Ms. Bentley explained that there are some kennels that have septic systems however; the proposed disposal system has been used in City areas and show to be very successful.

The gentleman expressed concern with the lake and dead fish turning up.

Ms. Belisle explained that staff will be further investigating as part of its internal review through the Department of Environment and through the Halifax Watershed Advisory Board. The issues brought forward at this meeting will be reviewed prior to going any further with the application.

Ms. Bentley added that she cares about the environment as well and doesn't want to upset her neighbours.

Ms. Mickey Williams, Oстера Lake, expressed with concern potential noise the kennel will generate and added that she currently has issues with other dogs in the neighbourhood and does not want to add to the noise level.

Ms. Heather MacLellan, Ostrea Lake, asked how many dog kennels the Development Officer currently monitors within HRM.

Ms. Belisle explained that there are currently six Development Officers plus their staff which includes Compliance Officers. These are complaint driven however, if there is a maintenance clause that requires them to be there at a certain time of year. Not sure currently how many dog kennels are in operation in HRM.

Mr. Wach asked when making a complaint, does it have to be during the business hours.

Ms. Belisle explained that there is a noise by-law that applies to every property that can be reported to the RCMP.

Mr. Wach asked how many more meetings will there be on this application.

Ms. Belisle explained that there will be at least one more meeting for this application which is the public hearing. Sometimes upon internal review and public feedback, staff will sometimes ask for a different site plan or certain changes to the proposal and if the proposal changes significantly, there will be another public information meeting.

Mr. Wach asked about Marine Drive Valley and Canal Community Council.

Ms. Belisle explained that Marine Drive, Valley and Canal Community Council is this area Community Council. This application will be brought forward to them once a staff report is completed with a recommendation from staff.

Mr. Wach asked if a Community Council application can supersede the Land Use By-Laws.

Ms. Belisle explained that if there is policy in the Municipal Planning Strategy that enables a use, such as this one 'MU-11', the policy says that in addition to all the other mixed uses that are permitted under the zone, such as a kennel use, the development agreement has the provisions for that.

Ms. Cole asked about receiving a copy of the minutes.

Ms. Belisle explained that the minutes will be posted on the HRM website as well as the staff report and future notification of public meetings regarding this application will be mailed out to those who signed the 'sign-up sheet' as well as those who have received notification of this meeting.

Ms. Judy MacDonald explained that she does not have access to a computer and requested a copy via mail.

Ms. Jean Turple requested a set by mail as well.

### **Closing Comments**

Ms. Belisle thanked everyone for attending. She encouraged anyone with further questions or comments to contact her.

### **Adjournment**

The meeting adjourned at approximately 8:17 p.m.

**ATTACHMENT C**  
**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 m<sup>2</sup>) 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 6: MU (MIXED USE) ZONE**

**6.1 MU USES PERMITTED**

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

## Residential Uses

Single unit dwellings  
Two unit dwellings  
Senior citizen housing  
Existing multiple unit dwellings  
Mobile dwellings on individual lots  
Garden suites in conjunction with permitted single unit dwellings  
Daycare facilities  
Home business uses in conjunction with permitted dwellings  
Boat sheds

## Commercial Uses

Antique shops  
Craft shops  
Commercial entertainment uses  
Convenience stores  
Bed and breakfasts  
Personal service shops  
Service shops  
Commercial schools  
Theatres and cinemas  
Trade contracting services and shops  
**(Deletion: MDVCCC-Jan 23/02;E-Feb 10/02)**  
Medical clinics  
Restaurants including full-service, drive-in and take-out  
Service stations and automobile repair outlets  
Bakeries  
Banks and financial institutions  
Offices  
Funeral parlours and undertaking establishments including crematoriums  
Garden centers  
Outdoor display court  
Photographic studios  
Retail stores  
Grocery stores  
Variety stores  
Research facilities  
Printing establishments

Taxi and bus stations  
Veterinary clinics  
Warehousing and wholesaling  
Manufacturing and assembly uses

Service industry uses  
 Utility and communication buildings or structures  
 Shipways, wharves and boathouses  
 Marinas and charter boat services  
 Wilderness and recreation outfitters  
 Composting operations  
 Existing kennels  
**Commercial Accommodation Uses**  
**(MDVCCC-Jan 23/02;E-Feb 10/02)**

Resource and Traditional Uses

Agricultural uses  
 Forestry uses  
 Fishery support uses  
 Fish sheds and boat sheds  
 Existing fishery support uses larger than 3,000 ft<sup>2</sup> (278.7 m<sup>2</sup>)  
 Existing fishery uses  
 Extractive facilities  
 Hunting and fishing camps  
 Traditional uses

Community Uses

Institutional uses  
 Open space uses  
 Recreation uses  
 Private clubs and lodges

6.2 MU ZONE REQUIREMENTS

Where uses are permitted as Residential, Commercial, Resource and Traditional, and Community Uses (except open space uses) in any MU Zone, no development permit shall be issued except in conformity with the following:

Minimum lot area	40,000 square feet (3716 m <sup>2</sup> )
Minimum frontage	150 feet (45.7 m) on collector roads, 100 feet (30.5 m) on local 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 of main building	35 feet (10.7 m)

**ATTACHMENT D**  
**RELEVANT POLICIES FROM THE MPS AND POLICY REVIEW**

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.

<p>MU-11          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:</p>	
<b>Policy Criteria</b>	<b>Staff Comment</b>
a) that the site allows for the reasonable separation of the proposed development from surrounding residential development;	Development located on 14.4 acres lot 660 ft from the nearest off-site residential dwelling
b) that the scale and appearance of the proposed development would not detract from or adversely affect surrounding development;	Development cannot be seen from the Cross Rd.
(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;	Access will be gained from the existing residential driveway. Cross Rd has very low traffic volumes, no problems or hazards are anticipated
(d) that the proposed site layout, including landscaping, parking areas, signage and outdoor storage is appropriate having regard to the provisions of this Policy;	Site layout is appropriate, no outdoor storage is proposed, parking area and signage will meet the requirements of the LUB, see landscaping note below
(e) that adequate landscaping, including the use of berms, opaque fencing and vegetation is used to protect adjacent properties;	No additional landscaping is required due to the size of the lot and the existing vegetation
(f) that adequate measures are taken to protect the natural environment;	The required 20m watercourse buffer from Williams Lake will be respected and dog waste will be handled in an appropriate manner, see body

	of staff report for more detail
(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;	Section 3.8.4 of the DA addresses maintenance.
(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;	The regulations pertaining to hours of operation are detailed in the body of the staff report and Section 3.11 of the DA
(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;	This requirement is implemented under Section 3.11 of the DA
(j) that sound levels from the kennel facility 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.;	This requirement is discussed in the staff report and implemented under Section 3.4.9 of the DA
(k) that the agreement makes provisions for obtaining and maintaining all permits and licenses necessary to carry on the proposed use; and	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
(l) the provisions of Policy IM-10.	See next table

<p><b>IM-10</b>          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:</p>	
<b>Policy Criteria</b>	<b>Staff Comment</b>
<p>(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.</p>	<p>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 development agreement process. Policy MU-11 (evaluated above) provides specific guidance for kennel applications.</p>



(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;	There is no anticipated cost to the municipality relating to the development
(ii) the adequacy of central or on-site sewerage and water services;	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.
(iii) the adequacy or proximity of school, recreation or other community facilities;	This application does not propose any residential units therefore this would result in no increase to school age population
(iv) the adequacy of road networks leading or adjacent to or within the development; and	Cross Rd is an unpaved rural road which connects the Ostrea Lake Road and West Jeddore Road. This development is not anticipated to result in a significant increase in traffic.
(v) the potential for damage to or for destruction of designated historic buildings and sites.	No historic buildings or sites are on or abutting the subject property
(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; and	No outside storage is proposed as part of this application
(v) signs.	One sign is proposed for the development to be located at the entrance to the existing driveway. The sign meets the requirements of the LUB and is not proposed to be illuminated.
(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	
(e) any other relevant matter of planning concern.	The number of dogs permitted to be boarded at the kennel is limited to 20 as per Section 3.4.5 of the DA. Limiting the number of dogs helps to mitigate the potential for noise (barking).

**(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)**

No holding zone has been established and no subdivision is proposed in conjunction with this application