



P.O. Box 1749  
Halifax, Nova Scotia  
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**Item No.13.1.1**  
**North West Community Council**  
**May 10, 2021**

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

**SUBMITTED BY:** - Original Signed -  
Kelly Denty, Executive Director, Planning and Development

**DATE:** March 29, 2021

**SUBJECT:** **Case 23061: Development Agreement for an outdoor dog run at Lot 2 Glen Arbour Way (PID 41480120), Hammonds Plains**

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**ORIGIN**

Application by Tier Too Properties Incorporated.

**LEGISLATIVE AUTHORITY**

*Halifax Regional Municipality Charter (HRM Charter), Part VIII, Planning & Development*

**RECOMMENDATION**

It is recommended that North West Community Council:

1. Give Notice of Motion to consider the proposed development agreement, as set out in Attachment A of this report, to enable an outdoor dog run (kennel) at Lot 2 Glen Arbour Way (PID 41480120), Hammonds Plains, and schedule a public hearing;
2. Approve the proposed development agreement, which shall be substantially of the same form as set out in Attachment A; and
3. Require the development agreement be signed by the property owner within 240 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**

Tier Too Properties Incorporated, on behalf of the property owner, is applying for a development agreement to permit an outdoor dog run at Lot 2 Glen Arbour Way, Hammonds Plains. A dog care facility is considered a kennel within the Beaver Bank, Hammonds Plains, Upper Sackville Municipal Planning Strategy (MPS) and Land Use By-law (LUB). The indoor portion of the dog care facility (kennel) is permitted in the C-4 (Highway Commercial) zone (Attachment C), however the outdoor dog run (outdoor kennel) can only be considered through a development agreement thus creating the need for this application.

<b>Subject Site</b>	Lot 2 Glen Arbour Way (PID 41480120) off Hammonds Plains Road
<b>Location</b>	Northwest corner of Hammonds Plains Road and Glen Arbour Way, in the community of Hammonds Plains
<b>Regional Plan Designation</b>	Rural Commuter
<b>Community Plan Designation (Map 1)</b>	Mixed Use B (MUB) under the Municipal Planning Strategy for Beaver Bank, Hammonds Plains and Upper Sackville
<b>Zoning (Map 2)</b>	C-4 (Highway Commercial) Zone under the Land Use By-law (LUB) for Beaver Bank, Hammonds Plains and Upper Sackville.
<b>Size of Site</b>	0.89 hectares (2.2 acres)
<b>Street Frontage</b>	61 metres (200 ft) along Hammonds Plains Road with access from Glen Arbour Way through shared driveway
<b>Current Land Use(s)</b>	Vacant
<b>Surrounding Use(s)</b>	Residential, commercial, industrial, institutional, community facility

### **Original Application**

The original application was for a 420 square metre (4,525 square foot) outdoor dog run on Lot 1 (PID 41480112). This proposed location was 6.1 metres (20 feet) from the rear property line, which was abutting a low-density residential property. Based on feedback from the public and from the North West Planning Advisory Committee, the applicant revised their submission to the current proposal to provide greater separation from residential properties and to provide more outdoor space for the dogs.

### **Proposal Details**

The proposal is to enter into a development agreement to permit an outdoor dog run area in association with a permitted dog care facility. The major aspects of the proposal are as follows:

- 929 square metres (10,000 square feet) of outdoor fenced space;
- A maximum of 30 dogs attending the facility between 7:00 AM and 7:00 PM;
- Between 7:00 PM and 9:00 PM, the maximum number of dogs is reduced to 15, and overnight the number of dogs is reduced to 2 for limited-duration supervised visits;
- A solid fence with a minimum height of 6-feet;
- A landscaped berm between the dog run and properties to the southwest;
- A tree retention area to the north acting as a buffer from residential properties;
- Requirement for dog waste to be collected, stored and dispose of on a regular basis; and
- Modern, clean facility with artificial turf in the outdoor run area.

### **Enabling Policy and LUB Context**

The subject site is in the Beaver Bank, Hammonds Plains and Upper Sackville Plan Area, and is within the MUB (Mixed Use B) designation (Map 1) of the Municipal Planning Strategy (MPS) and the C-4 (Highway Commercial) Zone (Map 2) of the Land Use By-law (LUB). The C-4 Zone (Attachment C) permits a range of commercial uses such as motels, service stations, greenhouses, veterinary clinics, building supply outlets, drive-in and take-out restaurants, and indoor kennels. The indoor portion of the dog care facility is permitted in the C-4 Zone. Within the Mixed Use B designation, kennels may be considered by development agreement where not permitted within the applied zone through Policy P-26A of the MPS. Therefore, the outdoor portion of the dog care facility can be enabled through this Development Agreement process. Additionally, the proposal is subject to the general policy evaluation criteria as contained in Policy P-137,

which is applicable to all discretionary planning approvals under the MPS. Attachment B of this report contains the policies and criteria by which Council may consider this proposal.

### **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 providing information and seeking comment through the HRM website, signage posted on the subject site, and letters mailed to 58 property owners within the notification area (Map 2). Attachment D contains a summary of the comments received from the public. The public comments received include the following topics:

- the number of kennels already in the area
- buffer or separation setbacks from residential properties
- property value
- nuisance from barking dogs

Public feedback was based on the original proposal for an outdoor dog run on Lot 1. Based on feedback from the public, and from the North West Planning Advisory Committee, the applicant revised their submission to the current proposal to increase separation from residential properties and increase landscaping and buffering. The relocation of the proposal to the neighbouring Lot 2 did not change the notification area. As a result, a new mailout was not required. The revised proposal was posted to the HRM website, the on-site signage was updated and relocated, and staff referred the revised proposal to the North West Planning Advisory Committee for a recommendation.

A public hearing must be held by North West Community Council before the proposed development agreement can be considered for approval. Should Community Council decide to proceed with a public hearing on this application, in addition to the published newspaper advertisements, property owners within the notification area shown on Map 2 will be notified of the hearing by regular mail.

The proposal will potentially impact the following stakeholders: residents, property owners, and nearby business owners.

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

On November 4, 2020, the original proposal was presented to the Northwest Planning Advisory Committee (NWPAC). The committee recommended refusal of the application because the potential interference with the abutting owners' quiet enjoyment of their properties could not be mitigated.

Based on the feedback received from the public and the NWPAC, the applicant revised their proposal to address the issues raised. These changes included moving the proposed dog care facility to an adjacent property which was further from residential properties, designating a tree retention area on the north side of the property, and providing for a berm to separate the dog run from properties to the south.

As the changes to the application were significant, staff referred the revised proposal to NWPAC on February 3, 2021. NWPAC was satisfied that the changes to the proposal adequately addressed the concerns of the public and the Committee and recommended approval of the application with consideration given to the hours of operation, tree buffers, limits on the number of dogs, berms and that the development agreement consider limiting the number of dogs allowed outside to two between the hours of 9:00 PM. and 7:00 AM. These matters have been addressed in the proposed development agreement.

A report from the PAC to Community Council will be provided under separate cover.

## **DISCUSSION**

Staff has reviewed the proposal relative to all relevant policies and advise that it is reasonably consistent with the intent of the MPS. Attachment B provides an evaluation of the proposed development agreement in relation to the relevant MPS policies.

### **Proposed Development Agreement**

Attachment A contains the proposed development agreement for the subject site and the conditions under which the development may occur. The proposed development agreement addresses the following matters:

- The location and maximum area of the outdoor dog run;
- Required fencing, landscaping, and buffering;
- Hours of operation and maximum number of dogs for the outdoor dog run; and
- The collection and disposal of dog waste.

The attached development agreement will permit an outdoor dog run, in association with a permitted indoor kennel, subject to the controls identified above. Of the matters addressed by the proposed development agreement to satisfy the MPS criteria as shown in Attachment B, the following have been identified for detailed discussion.

### **Compatibility with Nearby Residential Development**

MPS Policy P-26A requires Council to have regard for the compatibility of the kennel (the outdoor dog run, in this case) with the surrounding area, in terms of scale, design, materials, and signage. Policy P-26A also specifies that the kennel must be a minimum of 20 feet (6 metres) from any property line.

There are a range of zones which abut the subject property, including C-2 (General Business), C-4 (Highway Commercial), MU-1 (Mixed Use 1), I-1 (Mixed Industrial) and P-2 (Community Facility) (Map 2). The surrounding uses include commercial buildings and plazas, industrial uses, office uses, a fire station, residential dwellings and a community centre and park. The nearest residential building is approximately 50 metres (164 feet) south of the subject property. Given the proximity of residential uses, the proposed development agreement (Attachment A) requires several measures to limit the impact of the development on these residential uses. For increased compatibility with nearby residential development, the following separation distance and screening features are included in the development agreement:

- Restriction on the location of the outdoor dog run on the lot;
- A landscaped berm to the south of the outdoor dog run;
- A solid fence with a minimum height of 6 feet around the perimeter of the outdoor dog run; and
- A tree retention area to the north of the outdoor dog run.

To further address potential conflict with adjacent land uses, the development agreement establishes provisions regarding the number of dogs permitted in the outdoor dog run at one time, as well as the hours the dogs are permitted to be outside.

### **Number of Dogs**

Policy P-26A specifies that limits be placed on the maximum number of dogs permitted, where appropriate. In the case of this development, an indoor kennel is permitted as-of-right in the C-4 Zone, with no restrictions on the number of dogs. Therefore, it is only the outdoor dog run which can have limits placed on the maximum number of dogs. The proposed development agreement provided in Attachment A limits the number of dogs that can use the outdoor run depending on the time of day. Under the proposed development agreement, there is a maximum of 30 dogs permitted to be in the outdoor run between the hours of 7:00 AM and 7:00 PM, a maximum of 15 dogs between 7:00 PM and 9:00 PM, and 2 dogs between 9:00 PM and 7:00 AM the following day. Staff advise that these numbers are reasonable, given the size of

the property and its surrounding context. 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 for barking dogs to cause a nuisance for nearby property owners was identified as a concern, although the policies in the MPS do not specifically address the issue of noise. In addition to including requirements in the development agreement for landscaping, buffering, limits on the number of dogs outside, hours of operation for the outdoor dog run, and requiring barking dogs be removed from the outdoor run, the property would also be regulated by the Animal By-law (By-law A-300). The Animal By-law requires that no owner or person having custody of an animal shall knowingly or unknowingly allow the animal to make noise excessively. A dog is deemed to be making noise excessively if it barks or howls repeatedly for a period of twenty minutes. The Municipality provides information to help the public document excessive barking and file complaints, including barking dog logs. This information is available on the Municipality's website.

#### Timeframe for Agreement Execution

The COVID-19 pandemic has resulted in difficulties in having legal agreements signed by multiple parties in short periods of time. To recognize this difficulty these unusual circumstances presents, staff are recommending extending the signing period for agreements following a Council approval and completion of the required appeal period. While normally agreements are required to be signed within 120 days, staff recommend doubling this time period to 240 days. This extension would have no impact on the development rights held within the agreement, and the agreement could be executed in a shorter period of time if the situation permits.

#### **Conclusion**

Staff have reviewed the proposal against all relevant policy criteria for a development agreement for an outdoor dog run (outdoor kennel) and advise that it is reasonably consistent with the intent of the MPS (Attachment B). The development includes buffering and setback measures, and the maximum number of dogs to reinforce-sound mitigation, and a visual barrier. Therefore, staff recommend that the North West Community Council approve the proposed development agreement as set out in Attachment A.

#### **FINANCIAL IMPLICATIONS**

There are no financial implications. The applicant will be responsible for all costs, expenses, liabilities and obligations imposed under or incurred in order to satisfy the terms of this proposed development agreement. The administration of the development agreement can be carried out within the proposed 2021-2022 operating budget of Planning and Development.

#### **RISK CONSIDERATION**

There are no significant risks associated with the recommendations contained within this report. This application may be considered under existing MPS policies. Community Council has the discretion to make decisions that are consistent with the MPS, and such decisions may be appealed to the N.S. Utility and Review Board. Information concerning risks and other implications of adopting the proposed development agreement are contained within the Discussion section of this report.

#### **ENVIRONMENTAL IMPLICATIONS**

No additional concerns were identified beyond those raised in this report.

## **ALTERNATIVES**

1. North West Community Council may choose to approve the proposed development agreement subject to modifications. Such modifications may require further negotiation with the applicant and may require a supplementary report or a public hearing. A decision of Council to approve this development agreement is appealable to the N.S. Utility & Review Board as per Section 262 of the *HRM Charter*.
2. North West Community Council may choose to refuse the proposed development agreement, and in doing so, must provide reasons why the proposed agreement does not reasonably carry out the intent of the MPS. A decision of Council to refuse the proposed development agreement is appealable to the N.S. Utility & Review Board as per Section 262 of the *HRM Charter*.

## **ATTACHMENTS**

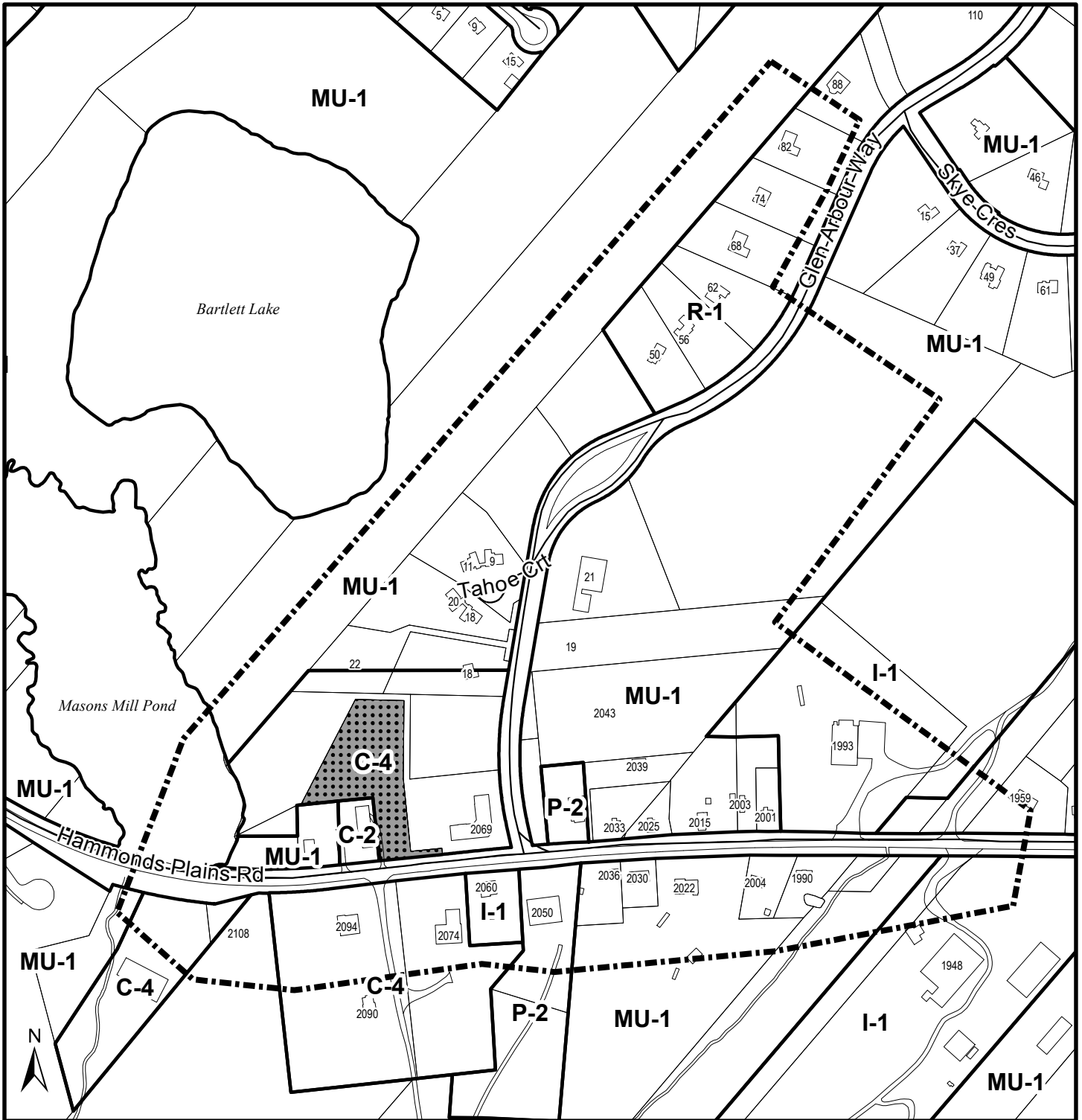
Map 1:	Generalized Future Land Use
Map 2:	Zoning and Notification
Attachment A	Proposed Development Agreement
Attachment B	Review of Relevant Policies from the Municipal Planning Strategy
Attachment C	C-4 (Highway Commercial) Zone Provisions
Attachment D	Summary of Public Feedback

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A copy of this report can be obtained online at [halifax.ca](http://halifax.ca) or by contacting the Office of the Municipal Clerk at 902.490.4210.

Report Prepared by: Peter Nightingale, Planner II, Current Planning, 902.719.9478







### Map 2 - Zoning and Notification

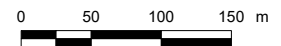
Glen Arbour Way (PID 41480120),  
Hammonds Plains

**HALIFAX**

-  Subject Property
-  Area of Notification

**Zone**

- R-1 Single Unit Dwelling
- MU-1 Mixed Use 1
- C-2 General Business
- C-4 Highway Commercial
- I-1 Mixed Industrial
- P-2 Community Facility



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

The accuracy of any representation on this plan is not guaranteed.

Beaver Bank, Hammonds Plains and Upper Sackville By-law Area



**Attachment A  
Proposed Development Agreement**

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

BETWEEN:

**Property owner to be inserted at a later date**

A body corporate, 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 Lot 2 Glen Arbour Way, Hammonds Plains PID 41480120 and which said lands are more particularly described in Schedule A hereto (hereinafter called the "Lands");

AND WHEREAS the Developer is the registered owner of certain lands located at Lot 1 and Lot 3, which said lands are more particularly described in Schedule A hereto (hereinafter called "Lot 1" and "Lot 3", respectively);

AND WHEREAS the Developer has requested that the Municipality enter into a development agreement to allow for an Outdoor Dog Run in association with a permitted indoor dog care facility (kennel) on the lands pursuant to the provisions of the *Halifax Regional Municipality Charter* and pursuant to Policies P-26A and P-137 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 Development on the Lands accesses Hammonds Plains Road and Glen Arbour Way by a private access easement over Lot 1 and Lot 3, requiring all property owners to be party to this Agreement;

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 23061;

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**

- 1.1.1 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**

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

- 1.2.2 Variances to the requirements of the applicable Land Use Bylaw or of this development agreement shall not be permitted for the location of the Outdoor Dog Run. Variances for the remainder of the development on the lands may be permitted in accordance with the *Halifax Regional Municipality Charter*.

### **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**

- 1.5.1 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**

- 1.6.1 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**

- 2.1.1 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.

- 2.1.2 The following words used in this Agreement shall be defined as follows:

“Outdoor Dog Run” means an exterior fenced area used in association with a permitted indoor kennel.

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

### **3.1 Schedules**

- 3.1.1 The Developer shall develop and use 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 23061:

Schedule A     Legal Description of the Lands  
Schedule B     Site Plan

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

- 3.2.1 The Developer shall not occupy or use the Lands for the Outdoor Dog Run (outdoor 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) An Outdoor Dog Run, in association with a permitted indoor kennel, as shown on Schedule B and as 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 applicable Land Use By-law, as amended from time to time.

### **3.4 Detailed Provisions for Land Use**

- 3.4.1 The Outdoor Dog Run shall not exceed an area of 929 square meters (10,000 square feet) and shall be located as generally shown on Schedule B.

- 3.4.2 The perimeter of the Outdoor Dog Run shall consist of an opaque fence. The opaque fence shall be a minimum of 1.83 meters (6 feet) in height. The Outdoor Dog Run may contain fenced

sections within the perimeter. The Outdoor Dog Run may contain landscaping outside the perimeter of the fence.

3.4.3 The Outdoor Dog Run shall consist of a ground cover of artificial turf or a comparable equivalent.

### **3.5 Tree Retention & Landscaping:**

3.5.1 No development, tree removal or grade alteration shall be permitted within Tree Retention Area identified on Schedule B, except where approved in writing by the Development Officer for the following:

- (a) To remove fallen trees or dead debris that poses a fire or safety risk; or,
- (b) To remove a tree that is dead, dying or in decline which present a danger to private property, public infrastructure or other natural trees and vegetation.

3.5.2 A berm shall be constructed as generally shown on Schedule B as "New Landscaping Berm/Buffer" to a minimum height of 1.2 metres (4 feet) to act as a buffer between the Outdoor Dog Run and adjacent properties.

3.5.3 The berm referenced in 3.5.2 shall be landscaped with grass, trees, shrubs, or other vegetation.

### **3.6 Hours of Operation & Maximum Number of Dogs**

3.6.1 Usage of the Outdoor Dog Run shall be limited to the maximum number of dogs at the time of day as shown in the following table:

<b>Time of day</b>	<b>Maximum number of dogs</b>
7:00 AM to 7:00 PM	Thirty (30)
7:00 PM to 9:00 PM	Fifteen (15)
9:00 PM to 7:00 AM the following day	Two (2)

3.6.2 Usage of the Outdoor Dog Run after 9:00 PM and before 7:00 AM shall be limited in duration, and the Developer shall not permit barking dogs to remain in the Outdoor Dog Run.

### **3.7 Outdoor Lighting**

3.7.1 Lighting of the Outdoor Dog Run 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 odor or unsightliness. The Developer shall remove and properly dispose of dog waste from the Lands altogether on a regular basis.

3.8.2 The Developer shall maintain and keep in good repair all portions of the Outdoor Dog Run on the Lands.

### **3.9 Signs**

3.9.1 All signage shall be accordance with the applicable land use by-law as amended from time to time.

### **3.10 Solid Waste**

- 3.10.1 All refuse and recycling materials shall be contained within a building, or within suitable containers which are fully screened from view from any street. Further, consideration shall be given to locating all refuse and recycling material to ensure minimal effect on abutting property owners by means of opaque fencing or masonry walls or suitable landscaping.

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

### **4.1 Off-Site Disturbance**

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

## **PART 5: AMENDMENTS**

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

- 5.1.1 The following items are considered by both parties to be non-substantive and may be amended by resolution of Council.
- (a) The granting of an extension to the date of commencement of development as identified in this Agreement; and
  - (b) The length of time for the completion of the development as identified in this Agreement.

### **5.2 Substantive Amendments**

- 5.2.1 Amendments to any matters not identified under Section 6.1 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**

- 6.1.1 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 five (5) years from the date of registration of this Agreement at the Registry of Deeds or Land Registry Office, as indicated

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

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

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, 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 whole 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; or
- (c) discharge this Agreement;

6.4.2 For the purpose of this section, completion of development shall mean the completion of the Outdoor Dog Run with required fencing.

6.4.3 For the purpose of this section, Council may consider granting an extension of the completion of development time period through a resolution under Section 5.1, if the Municipality receives a written request from the Developer at least sixty (60) calendar days prior to the expiry of the completion of development time period.

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

#### **7.1 Enforcement**

7.1.1 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**

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

- (a) The Municipality shall be entitled to apply to any court of competent jurisdiction for injunctive relief including an order prohibiting the Developer from continuing such default and the Developer hereby submits to the jurisdiction of such Court and waives any defence based upon the allegation that damages would be an adequate remedy;
- (b) The Municipality may enter onto the Lands and perform any of the covenants contained in this Agreement or take such remedial action as is considered necessary to correct a breach of the Agreement, whereupon all reasonable expenses whether arising out of the entry onto the Lands or from the performance of the covenants or remedial action, shall

be a first lien on the Lands and be shown on any tax certificate issued under the *Assessment Act*;

- (c) The Municipality may by resolution discharge this Agreement whereupon this Agreement shall have no further force or effect and henceforth the development of the Lands shall conform with the provisions of the Land Use By-law; or,
- (d) In addition to the above remedies, the Municipality reserves the right to pursue any other remedy under the *Halifax Regional Municipality Charter* or Common Law in order to ensure compliance with this Agreement.

**IN WITNESS WHEREAS** the said parties to these presents have hereunto set their hands and affixed their seals the day and year first above written.

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

**[Insert Name]**

\_\_\_\_\_

Witness

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

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

**HALIFAX REGIONAL MUNICIPALITY**

\_\_\_\_\_

Witness

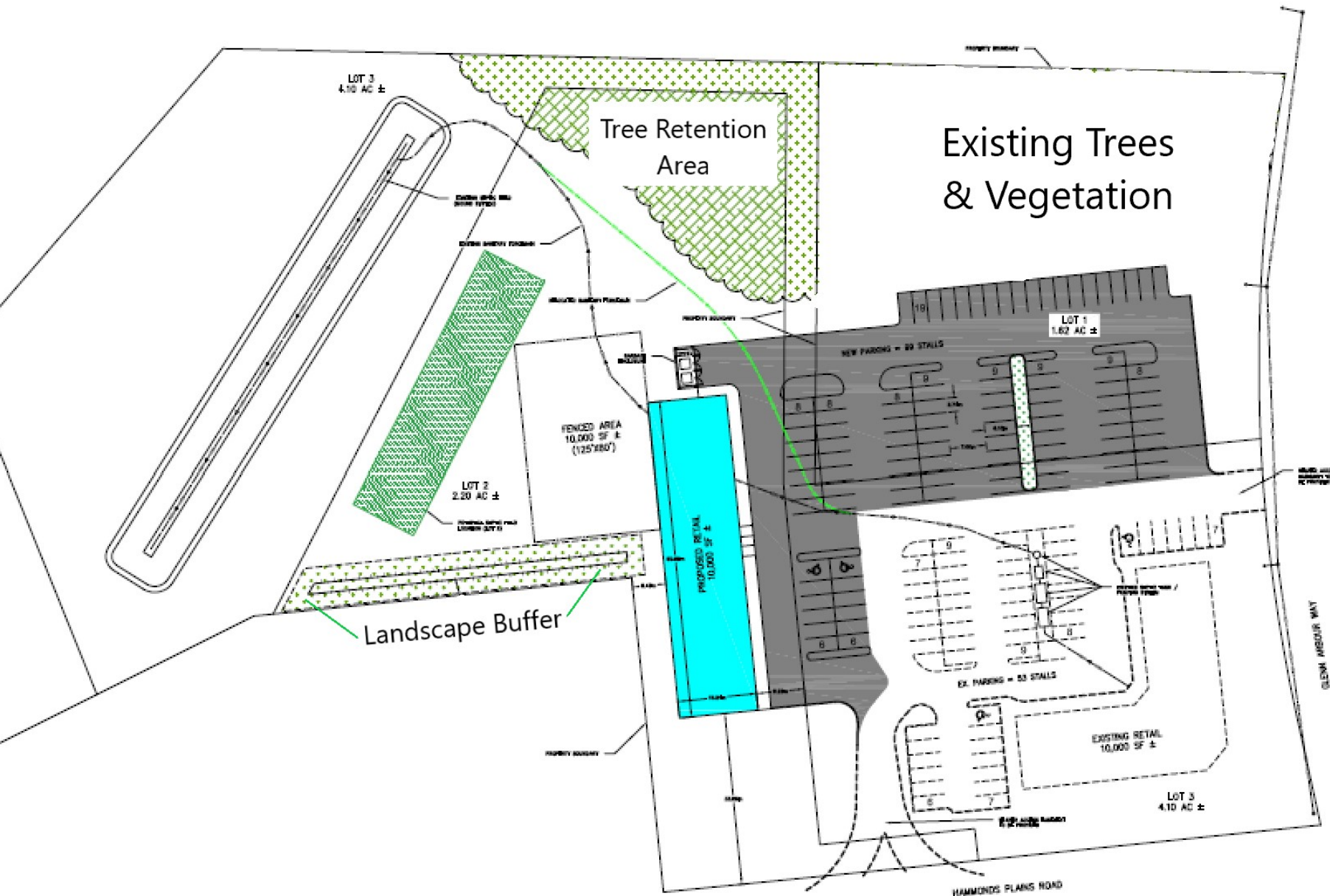
Per: \_\_\_\_\_  
MAYOR

\_\_\_\_\_

Witness

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

# Schedule B: Site Plan



LEGEND		PROPOSED	EXISTING
LINE OF PROPERTY	---	---	---
EDGE OF GRAVEL	---	---	---
CLUB	---	---	---
TRAIL / PATH	---	---	---
UTILITY POLE & LINES	---	---	---
UTILITY	---	---	---
BOUNDARY	---	---	---
SPOT ELEVATION	---	---	---
TOP OF SLOPE	---	---	---
BOTTOM OF SLOPE	---	---	---
CATCH BASIN	---	---	---
ONE WAY	---	---	---
SPUR	---	---	---
RAIL ROAD	---	---	---

NOTES

1. DRAWINGS SUBJECT TO APPROVAL PRIOR TO CONSTRUCTION.

SCALE: 1:400

0 5 10 15 20 METERS

NO.	DESCRIPTION	STATUS
1	ISSUED FOR PERMITS	
2	ISSUED FOR PERMITS	
3	ISSUED FOR PERMITS	
4	ISSUED FOR PERMITS	

SEAL

HGE Engineering & Land Services Consulting Engineers

100 Bank Street, Suite 1, Lower Level, Halifax, NS, B4C 2P4  
Phone (902) 880-1354  
www.hge-ns.com

CLIENT NAME & ADDRESS

RCS CONSTRUCTION

Bedford, Nova Scotia

PROJECT NAME & ADDRESS

GLENN ARBOUR MARKET ADDITION

Glenn Arbour Way, Hammonds Plains, Nova Scotia

SHEET DESCRIPTION

CONCEPT 4 SITE PLAN

SHEET NO.	NUMBER OF SHEETS
1	1



**Attachment B:**

**Review of Relevant MPS Policies**

**Beaver Bank, Hammonds Plains, and Upper Sackville Municipal Planning Strategy:**

<i>P-26A Within the Mixed Use A, B and C Designations, it shall be the intention of Council to consider permitting kennels by development agreement in accordance with the applicable provisions of the Municipal Government Act and having regard to the following:</i>	
<i>(a) the subject property is not located within a residential zone;</i>	<b>Satisfied</b>  The subject property is zoned C-4 Commercial therefore the proposed outdoor dog run (outdoor kennel) is not within a residential zone.
<i>(b) the size and appearance of all buildings or structures related to the use are compatible with the surrounding area in terms of scale, design, materials and signage;</i>	<b>Satisfied</b>  The proposed site is 0.9 hectares (2.2 acres) and would include a multi-tenant leased commercial building in addition to the existing plaza at 2069 Hammonds Plains and the proposed plaza at PID 41480112. The properties surrounding the subject property are a mix of commercial, industrial, and mixed-use zoning. There are two residential properties to the west and three residential properties to the northeast of the proposed outdoor dog run. The remaining properties in the vicinity are occupied by various commercial uses or are vacant.  The indoor portion of the kennel is permitted as-of-right by the land use bylaw, and as such, the appearance of the building will be regulated by the land use bylaw requirements and will not form part of the Development Agreement. Only the outdoor dog run will be regulated by the Development Agreement.  With appropriate buffering and noise mitigation features, the proposed land use is compatible with the surrounding area.

<p>(c) <i>that limits are placed on the maximum number of dogs permitted on the property where appropriate;</i></p>	<p><b>Satisfied</b></p> <p>The outdoor dog run is proposed as 10,000 sq. ft, with a maximum of 30 dogs in the outdoor run area at one time. As the indoor dog kennel is permitted as-of-right, there are no restrictions on the number of dogs that the business can accommodate. However, the development agreement limits the number of dogs permitted in the outdoor dog run at one time.</p>
<p>(d) <i>that sufficient off-street parking is provided;</i></p>	<p><b>Satisfied</b></p> <p>The proposed outdoor dog run is in association with a permitted commercial building and the subject site has sufficient area to ensure off-street parking is provided. The minimum parking requirement of the land use bylaw must be met before a permit can be issued.</p>
<p>(e) <i>that all outdoor areas for dog play/socialization and waste are completely fenced and setback a minimum of 20 feet (6 metres) from any property line;</i></p>	<p><b>Satisfied</b></p> <p>The proposal is for a fully-fenced outdoor dog run, attached to the indoor kennel which is permitted as-of-right in the zone. The proposed fenced area is greater than 20 feet from any property line. The development agreement also requires a tree retention area and the construction of a landscaped berm to help mitigate the noise from the dog run.</p>
<p>(f) <i>the hours of operation, including limitations on outdoor dog play/socialization;</i></p>	<p><b>Satisfied</b></p> <p>As the indoor dog kennel is permitted as-of-right, there are no restrictions on the hours of operation of the business. However, the development agreement limits the hours of operation for the outdoor dog run. The development agreement allows 30 dogs in the outdoor run between 7:00 AM and 7:00 PM, 15 dogs between 7:00 PM and 9:00 PM, and 2 dogs between 9:00 PM and 7:00 AM the following morning.</p>
<p>(g) <i>provisions related to the collection, storage and disposal of animal waste;</i></p>	<p><b>Satisfied</b></p> <p>The development agreement will contain a clause which regulates the collection, storage, and disposal of animal waste.</p>

<p>(h) <i>the impact of the proposed development on traffic circulation and the road network;</i></p>	<p><b>Satisfied</b></p> <p>The location of the driveway access for the proposed multi-tenant commercial building was approved at the time of subdivision and again at the building permit stage. In addition to access off Glen Arbour Way there is also a right-in and right-out access onto Hammonds Plains Road through the adjacent property. These are existing accesses that were designed and approved when the first building was constructed.</p>
<p>(i) <i>general maintenance of the facility;</i></p>	<p><b>Satisfied</b></p> <p>The outdoor run is proposed to use artificial turf for easier maintenance. The development agreement contains a clause that addresses general maintenance of the proposed outdoor dog run.</p>
<p>(j) <i>the provisions of Policy P-137.</i></p>	<p>See below.</p>

<p><i>P-137 In considering development agreements and amendments to the land use by-law, in addition to all other criteria as set out in various policies of this Plan, Council shall have appropriate regard to the following matters:</i></p>	
<p>(a) <i>that the proposal is in conformity with the intent of this Plan and with the requirements of all other municipal by-laws and regulations;</i></p>	<p><b>Satisfied</b></p> <p>A Development Agreement is enabled through policy P-26A.</p>
<p>(b) <i>that the proposal is not premature or inappropriate by reason of:</i></p> <p>(i) <i>the financial capability of the Municipality to absorb any costs relating to the development;</i></p> <p>(ii) <i>the adequacy of central or on-site sewerage and water services;</i></p>	<p><b>Satisfied</b></p> <p>All costs are absorbed by the Developer</p> <p>Approval of an on-site septic system and connection to the central water system will be reviewed/approved at the building permit stage by NS Environment and Halifax Water, respectively. Halifax Water has viewed the application and has not indicated that there are any servicing issues.</p>
<p>(iii) <i>the adequacy or proximity of school, recreation or other community facilities;</i></p>	<p>This development will provide a potential service to other businesses and the residences in the area. There is a school and play field on Glen Arbour Way, which are not expected to be negatively impacted by this development.</p>

<p><i>(iv) the adequacy of road networks leading or adjacent to or within the development; and</i></p> <p><i>(v) the potential for damage to or for destruction of designated historic buildings and sites.</i></p>	<p>A Traffic Impact Statement (TIS) was not required with this application. The dog daycare business is permitted as-of-right by the zoning, and the outdoor dog run is not anticipated to generate any additional traffic from what is already permitted by the zoning.</p> <p>There are no designated historic building or sites on this parcel of land.</p>
<p><i>(c) that controls are placed on the proposed development so as to reduce conflict with any adjacent or nearby land uses by reason of:</i></p> <p><i>(i) type of use;</i></p> <p><i>(ii) height, bulk and lot coverage of any proposed building;</i></p> <p><i>(iii) traffic generation, access to and egress from the site, and parking;</i></p> <p><i>(iv) open storage;</i></p> <p><i>(v) signs; and</i></p> <p><i>(vi) any other relevant matter of planning concern</i></p>	<p><b>Satisfied</b></p> <p>An outdoor dog kennel is permitted through a Development Agreement process. The indoor portion is permitted as-of-right under the C-4 Zone.</p> <p>The proposed commercial building is permitted as-of-right under the land use bylaw and will have to meet the bylaw requirements for height, bulk, and lot coverage. Only the outdoor dog run will be regulated by the development agreement, and any accessory buildings associated with this portion will also have to meet the land use bylaw requirements.</p> <p>A Traffic Impact Statement (TIS) was not required with this application. The existing driveway accesses from Glen Arbour Way and Hammonds Plains Road were approved when the lot was subdivided, and the existing building built.</p> <p>No open storage is proposed.</p> <p>Any signage will be required to meet the LUB requirements.</p>
<p><i>(d) that the proposed site is suitable in terms of the steepness of grades, soil and geological conditions, locations of watercourses, marshes or bogs and susceptibility to flooding.</i></p>	<p>The relatively flat terrain does not appear to have any watercourse or wetland in vicinity.</p>

# Attachment C

## PART 17: C-4 (HIGHWAY COMMERCIAL) ZONE

### 17.1 C-4 USES PERMITTED

No development permit shall be issued in any C-4 (Highway Commercial) Zone except for the following:

All uses permitted in the C-2 zone  
Display courts  
Motels  
Service stations  
Taxi and bus depots  
Greenhouses and nurseries  
Veterinary clinics and indoor kennels  
Recycling Depots  
Building supply outlets  
Drive in and take out restaurants  
Fraternal centres and private clubs

### 17.2 C-4 ZONE REQUIREMENTS

In any C-4 Zone, no development permit shall be issued except in conformity with the following:

Minimum Lot Area	30,000 square feet (2787 m <sup>2</sup> )
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 Height of Main Building	35 feet (10.7 m)
Maximum Lot Coverage for Structures and Outdoor Storage	75 per cent

### 17.3 OTHER REQUIREMENTS: COMMERCIAL FLOOR AREA

The gross floor area of all commercial buildings on a lot in any C-4 Zone shall not exceed ten thousand (10,000) square feet of gross floor area, including any floor area devoted to permitted dwelling units.

### 17.4 OTHER REQUIREMENTS: OPEN STORAGE AND DISPLAY

Where any portion of any lot in any C-4 Zone is to be used for open storage or outdoor display, the following shall apply:

- (a) Any area devoted to open storage may not exceed fifty (50) per cent of the lot area.
- (b) No open storage shall be permitted within any front yard.
- (c) No outdoor display shall be located within ten (10) feet of any front lot line.
- (d) No open storage or outdoor display shall be permitted in any required yard within any C-4 Zone where the required yard abuts any residential or community facility use except where a visual and physical barrier is provided, in which case there will

be no open storage or outdoor display within five feet of the abutting side or rear lot line.

17.5 OTHER REQUIREMENTS: PARKING AND LOADING AREAS

No parking or loading area shall be permitted in any required side or rear yard where the yard abuts any residential or community facility use, except where a visual barrier is provided in which case there will be no parking or loading within five (5) feet of the abutting side or rear lot line.

17.6 OTHER REQUIREMENTS: SERVICE STATIONS

Where service stations are permitted in the C-4 Zone, the following shall apply:

- (a) Minimum lot area 30,000 square feet (2787 m<sup>2</sup>)
- (b) Minimum Frontage 150 feet (45.7 m)
- (c) No portion of any pump island shall be located closer than twenty (20) feet (6.1 m) from any street line.
- (d) The minimum distance between ramps or driveways shall not be less than thirty (30) feet (9.1 m).
- (e) The minimum distance from a ramp or driveway to a road intersection shall be fifty (50) feet (15 m).
- (f) The minimum angle of intersection of a ramp to a road line shall be forty-five (45) degrees.
- (g) The width of a ramp shall be a minimum of twenty (20) feet (6.1 m) and a maximum of twenty six (26) feet (7.9 m)

17.7 OTHER REQUIREMENTS: ABUTTING USES

Notwithstanding the provisions of Section 17.2, within a C-4 Zone, where any commercial use abuts another commercial or an industrial use, the abutting side or rear yard requirement may be reduced to eight (8) feet.

## Attachment D:

**Resident Feedback of Planning Application # 23061:  
A Development Agreement for an Outdoor Dog Run Area  
In the Hammonds Plain, Beaver Bank, Upper Sackville Planning District  
Located at the corner of Glen Arbour Way and Hammonds Plains Road**

The feedback notice time frame to residents was between **September 26 to October 30, 2020**. Comments could be emailed to the planner processing the application, Maria Jacobs, at [jacobsm@halifax.ca](mailto:jacobsm@halifax.ca). The following questions were asked in the notice to residents:

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**Things to consider when providing your comments/responses:**

- Do you have any concerns with the proposed Outdoor Dog Run?
    - If so, what are your concerns?
  - If you have concerns, what would you like to see added or changed?
    - Any other comments or concerns are welcomed.
- 

As of October 28, 2020:

- 5 residents responded
  - 1 - question of clarification;
  - 3 - opposed, and
  - 1 - supporting the proposal.

**SUMMARY of ISSUES:**

- Buffer is insufficient
- Already enough Dog Day cares in community
- Why does this facility need an outdoor back yard when local vet does not have one
- Property value in area will decrease
- Provides a good service for the residents

Below is a compilation and summary of the 5 public comments and concerns received regarding impacts the proposed development may have on the existing neighbourhood.

**Buffer:**

- 1) Other local dog daycares (such as The Dog Company at 94 Pockwock Road) is required to have a minimum of 60ft of tree frontage in front of their property in order to maintain an adequate noise level, the proposed 20ft of tree frontage will not be adequate even with the 8ft solid fencing also mentioned in the proposal
- 2) The 20ft of trees to create a buffer for sound to the neighbouring properties is a third of what is required for The Dog Company on Pockwock Road. The Dog Company needs to have 60ft of trees and this has been the case since 2010.

- 3) The 8 foot fence will not reduce the sound like they are proposing. Dogs bark, and the sound will go above the fence. They are minimizing how much the dogs will affect the neighbouring businesses and properties.
- 4) I'm a dog owner, but having barking dogs within a few metres of residential properties in Glen Arbour is inappropriate and will lower values of these home (some of these homes are very close to the area proposed).

**Impact on businesses:**

- 5) Is this complex proposed to be built on the left hand side? If so what happens to the ball field and tennis courts already there? Do we get an opportunity as residents to vote of this?
- 6) This idea is great. We support the outdoor portion for the doggies.
- 7) The area already has 5 local dog daycares and multiple pet sitters/walkers. As a resident, I would like to see more diversity being added to the community instead. This also means more strain on the multiple families that work and reside in the community who are trying to create jobs and support the community. Why would you want to add strain to that?
- 8) The local area is already has 5 local dog daycares. Supporting local is a huge part of our Hammonds Plains community and adding another dog daycare will add additional strain to an already competitive market for local business owners to maintain. I believe that plaza space could be better used for a different type of business to add diversity to our growing local community.
- 9) By approving this proposal, not only are you adding additional strain to local families who are supported by these 5 other dog daycares, you would be flooding a market potentially causing an overflow that the other businesses may not be able to recover from.
- 10) Hammonds Plains Veterinary Hospital doesn't have an outdoor area. The business providing health care to our animals can't have an outdoor run, but someone wanting to create an even more saturated market can have one?
- 11) There is plenty of vacant land in the area that would not intrude on the privacy of residents. I am sure this location is more desirable for the potential owner due to it being at the Exit of Glen Arbour, but that's not a good reason to allow it.
- 12) There seems to be no plan for the future of the community. Anything goes. Casino? No problem. Diner? Go ahead. Drive through smoke shop, go ahead. In a few years it will look like Sackville drive. The lack of planning and a focus on development at any cost. No city water, no septic, billed for water run off when our ditches haven't been maintained since I have been here (20 years).