

**MUNICIPALITY OF THE COUNTY OF ANNAPOLIS
PUBLIC HEARING AGENDA**

**Council Chambers, Municipal Administration Building, Annapolis Royal
11:00 A.M., February 21, 2023**

Welcoming Remarks – Warden Alex Morrison

Council is to deal with one public hearing. At the end of the public hearing the Public Hearing session will be closed and Council will return to its regular session of Council.

The purpose of a Public Hearing is to permit members of the public to make their views known to Council, via oral or written submissions, concerning, solely, the application before Council.

This Public Hearing concerns File No. 2022-DA-001: an application received from Harry Wilson on September 28, 2022 for a Development Agreement Amendment: for the future expansion of MacBeth’s Grooming and Kennel Boarding located on the land identified as parcel PID 05292347 at 10301 Highway 201 in the Community of Meadowvale.

All questions and comments throughout the public hearings are required to be addressed to the chair. The chair will afford an opportunity for public input and will ask that persons speaking identify themselves so that their comments may be recorded in the minutes of these proceedings and that the person speaking identify if they are speaking in favour or against the application. Written presentations are acknowledged first, followed by public oral presentations. Questions and comments from Council members are asked to be held until all public comment is heard.

New Business:

Re: MacBeth’s Grooming and Kennel Boarding Development Agreement Amendment

- a. Presentation by Planner – Application Specifics & Planning Process
- b. Presentation of the Request – applicant – Harry Wilson
- c. Acknowledgement of Written Submissions (Municipal Clerk)
- d. Call for Oral Presentations (open discussion from the floor – public)
 - i. 1st call for comments against the application
 - ii. 2nd call for comments against the application
 - iii. 3rd call for comments against the application
 - iv. 1st call for comments in support of the application
 - v. 2nd call for comments in support of the application
 - vi. 3rd call for comments in support of the application
- e. Call for questions or comments from Council Members
- f. Planning Process Next Steps (Planner)
 - The development agreement amendment procedure (supported by MPS policy) is the same as a planning document procedure except that

- MGA 230 (1): Council shall amend a development agreement by policy.
 - MGA 230 (2): Council shall hold a public hearing before approving a development agreement amendment.
 - MGA 230 (3): Voting is by the majority of Council present at the Public Hearing.
 - setting out the right of NSURB Appeal (14 Days)
 - MGA 230 (5): A certified copy of the amending by-law is sent to Minister.
 - MGA 228 (3) (b): The development agreement is signed by the property owner and the municipality.
 - MGA 228 (3) (c): The signed copy is filed in the registry.
- g. Closing Comments and Adjournment (Warden)
- h. Resume Regular Session of Council (Warden)



STAFF REPORT

Report To: Council
Meeting Date: February 21, 2023
Prepared By: Brendan Lamb, Planner
Subject: Development Agreement Amendment Application for MacBeth's Grooming and Kennel Boarding, 10301 Highway 201 (PID 05292347)

RECOMMENDATION(S):

That, upon receiving a favourable recommendation from the East End Area Advisory Committee, and the Planning Area Advisory Committee, Municipal Council give second and final reading of its intent to approve the Development Agreement amendment application submitted by Harry Wilson to amend the MacBeth's Grooming and Kennel Boarding Development Agreement to permit the future expansion of the business on the property located at 10301 Highway 201 (PID 05292347).

LEGISLATIVE AUTHORITY

MGA, Section 204: Public participation program
MGA, Section 206: Public Hearing
MGA, Section 225: Development agreements
MGA, Section 227: Content of a development agreement
MGA, Section 228: Requirements for an effective development agreement
MGA, Section 230: Adoption or amendment of a development agreement

BACKGROUND

In 2006, MacBeth's Grooming and Kennel Boarding located at 10301 Highway 201 (PID 05292347) entered into a development agreement with the Municipality of the County of Annapolis to expand the existing non-conforming animal kennel/grooming salon building located on the property.

Under the Municipal Government Act (MGA), Council may enter into a development agreement if the Municipal Planning Strategy (MPS) and the Land Use Bylaw (LUB) permits. The East End Area MPS and corresponding LUB allow for development agreements to expand an existing non-conforming commercial and industrial uses within the residential designation, Policy 1.5.1, as long as they are within the defined scope and requirements set out under Policy 9.3.1 and Policy 9.3.2.

The 2006 development agreement allowed for the expansion of the existing non-conforming animal kennel/groom salon building to include an additional twenty animal kennels and two supply closets, as well as an additional six animal kennels and an obedience training room in the loft.

DISCUSSION

The owners of MacBeth's Grooming and Kennel Boarding have experience an increase in the amount of dogs being boarded at their business. The increase in business is requiring them to expand the number of buildings on their property to provide adequate indoor space to house the larger dogs being boarded at the kennel during times when it unsuitable for them to be in the exterior pen. The applicant is requesting to amend the development agreement not only to build the new open concept building to house large dogs during weather conditions where it is

inappropriate for the dogs to stay outside. The amendment will also indicate where future expansions to the business can take place without future amendments, including an increase in size of the new indoor kennel space if more room is required, a new bathroom for staff to use, and a new outdoor kennel pad.

The applicant is still finalizing the site plan which will show the location and footprint size of the future development, indicated as Schedule "I" in the Development Agreement Amendment. A copy of the working draft is included with the report, but the draft site plan cannot be considered as part of the Development Agreement Amendment in its current format.

FINANCIAL IMPLICATIONS

Payment of the advertising deposit has been made. Should advertising cost exceed the deposited amount, the applicant will be billed by the Municipality to recover the costs.

POLICY IMPLICATIONS

The recommendation meets the requirement of the following policies:

EEA MPS, Policy 1.5.1: Existing Commercial and Industrial Uses in the Residential Designating

EEA MPS, Policy 9.3.1: Development Agreements

ALTERNATIVES / OPTIONS

Council may decide to not support the proposed amendments to the Development Agreement in its unfinished state, or Council may tie their support of the proposed amendments to the Development Agreement if and only if additional clauses or changes are made to the proposal including the completion of a Schedule "I" that meets the satisfaction of the Municipal Development Officer.

NEXT STEPS

Once Council gives Second Reading and either approve, approve with stipulations, or rejects the application to amend the Development Agreement, the motion of Council will be placed in the local newspaper setting out the fourteen day appeal period.

If the application is approved by Council and the appeal period ends with no appeals being made to the Utility and Review Board, a date will be set for both parties to sign the amended Development Agreement and it will be filed with the Registry of Deeds and go into effect.

ATTACHMENTS

Proposed Development Agreement Amendment

Draft Schedule "I"

Reviewed by:



Linda Bent, Manager of Inspection Services

DEVELOPMENT AGREEMENT AMENDMENT

THIS AMENDMENT AGREEMENT made this ____ day of ____, 2023, C.E.:

BETWEEN: 4350775 Nova Scotia Limited, representing MacBeth's Grooming and Boarding Kennels, presently of Meadowvale in the County of Annapolis and Province of Nova Scotia, hereinafter called the "DEVELOPERS",

OF THE ONE PART

and

The Municipality of the County of Annapolis, a municipal body corporate, pursuant to the Municipal Government Act, hereinafter called the "COUNTY",

OF THE OTHER PART

WHEREAS this development agreement amendment is an amendment to the development agreement entered into between the previous owners of the property and the County on August 9th, 2006 and registered in the Registry of Deeds as **Document # 85832781**, (hereinafter called the first agreement);

AND WHEREAS the Developers are the registered owner of certain lands situate in the County of Annapolis known as Property Identification Number 05292347 and civic number 10301 Highway 201, Meadowvale (hereinafter called the "Property") which lands are more particularly described in Schedule "A" attached hereto;

AND WHEREAS the Property is situated in an area which is designated Residential on the Future Land Use Map of the Annapolis County East End Area Municipal Planning Strategy and is at the time of this amendment zoned General Residential (R-2) on the Zoning Map of the Annapolis County East End Area Land Use By-law;

AND WHEREAS the Developers wish to obtain permission pursuant to Policy 1.5.1 of the Annapolis County East End Area Municipal Planning Strategy and Part 6.1 of the Annapolis County East End Area Land Use By-law and Clause 9 of the first agreement to amend the existing Development Agreement to permit the expansion of the existing non-conforming animal kennel/grooming salon business on the Property by permitting a secondary structure on the premise and the future joining of both the existing structure and proposed secondary structure to allow for the future expansion of the animal kennel/grooming salon business, being that of a type of development pursuant to Policy 1.5.1 that would not satisfy the ordinary requirements of the Annapolis County East End Area Land Use By-law;

AND WHEREAS no expansion of the existing non-conforming animal kennel/grooming salon building can be undertaken on the Property unless the County and the Developers enter into a Development Agreement pursuant to the terms of the Municipal Government Act and the Annapolis County East End Area Municipal Planning Strategy;

AND WHEREAS the County, at a Council meeting held on the 21st day of February, 2023 approved the following amendments to the original Development Agreement signed on the 9th day of August, 2006 (hereinafter called the Agreement) to permit the construction of the aforesaid development;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the County granting development approval as requested by the Developers, the Developers agree as follows:

1. To complete the general development of the buildings, fencing, parking, and uses outlined within this Agreement (hereinafter referred to as the "Project"), in a manner that the Development Officer finds to be reasonably consistent with Schedules "B", "C", "D", "E", "F", "G", "H" and "I" which forms part of this Agreement.

2. This Agreement provides:
 - (a) That the Property and the buildings and expansions as specified in the Agreement and herein described as in the attached Schedule "A", "B", "C", "D", "E", "F", "G", "H" and "I" only be used for an animal kennel/grooming salon business facility, accessory uses to the animal kennel/grooming salon business, or any other use permitted as specified in the Annapolis County East End Area Land Use By-law;
 - (b) That the Developer be permitted to construct a fifty foot (50') by sixty five foot (65') parking area, as indicated on attached Schedule "I";
 - (c) That the Developer be permitted to construct a one hundred fifty-five foot (155') by one hundred two foot (102') combination wood and chain link perimeter fence in accordance with and as indicated on attached Schedule "I";
 - (d) That the Developer be permitted to construct a forty-four point five foot (44.5') by seventy-six point five foot (76.5') addition along the northern face of the existing animal kennel/grooming salon building, reasonably consistent with the attached Schedules "D", "E", "F", "G" and "H";
 - (e) That the Developer be permitted to expand the existing structure and build new structures to house additional animal kennels and accessory uses to the animal kennel/grooming salon business within a designated area as indicated on the attached Schedule "I";
 - (f) That any additions or new structure must be reasonably consistent with the architectural design indicated on the attached Schedule "D" and "E";
 - (g) That all renovations and/or additions to the existing building and addition are in accordance with the Municipal Building By-law and the Provincial Building Code, prior to the issuance of a Municipal Development / Municipal Building Permit;
 - (h) That the Property is kept in good repair, including all driveways, parking areas and fences along with proper pick-up and storage and disposal of all garbage and litter;
 - (i) That any off-site signage, on-site non-directional signage and on-site directional signage shall be as specified in the East End Area Land Use By-law;
 - (j) That no lights from the development shall be directed off-site;
 - (k) That the Developer will build noise dampening screening or plant and maintain a vegetation buffer to dampen noises from the animal kennel/grooming salon business if the Development Officer deems it necessary; and,
 - (l) That in all other respects, the provisions of the Land Use By-law shall apply.
3. No municipal development permits or building permits shall be issued until the Developers have submitted building and development plans and specifications that are acceptable to the Development Officer and Building Inspector of the Municipality of the County of Annapolis.
4. Pursuant to Section 244 of the Municipal Government Act the Developers shall not commence construction or operation until first receiving the required municipal development permits or building permits from the Municipality of the County of Annapolis.
5. Pursuant to Section 227 (3) of the Municipal Government Act, the following provisions of this Agreement shall be considered to be substantive:

- (a) an addition or expansion to an existing structure which when expanded will be outside the area designated on Schedule "I" and is in excess of two hundred and fifteen square feet (215 sq. ft.) of gross floor area to the ;
- (b) any additional accessory structure(s) exceeding two hundred and fifteen square feet (215 sq. ft.) of gross floor area built outside the area designated on Schedule "I";
- (c) a replacement of an existing building(s) or structure(s) unless the replacement is deemed by the Development Officer to be substantially the same and occupied by the same use; and/or
- (d) a change in use from the present use of the property as an animal kennel/grooming salon business, except for those uses permitted by the Annapolis County East End Area Land Use Bylaw.

All other matters including any future subdivision of the Property, to divide the property, shall be considered as not substantial.

6. Pursuant to Section 227 (3) of the Municipal Government Act, all other matters including any future subdivision of the Property, so as to divide or consolidate to the property, shall be considered as not substantial.
7. Pursuant to Section 264 of the Municipal Government Act, upon the breach by the Developers of any of the terms or conditions of this Agreement, the County may exercise any or all of the following remedies and the Developers also acknowledge that no action shall be maintained against the County or against any agent, servant or employee of the County for anything done pursuant to this section.
 - (a) sue for the specific performance of any terms or conditions;
 - (b) sue for breach of contract;
 - (c) terminate this Agreement; or
 - (d) after thirty days notice in writing, enter and perform any of the covenants, terms or conditions of this Agreement, and may recover all reasonable expenses whether arising out of the entry or out of the performance of the covenants, terms and conditions from the Developers and they shall form a charge in the form of a first lien upon the Property.
8. The Developers consent to be bound by the terms of this Agreement and subject to the provisions of this Agreement and the Developers shall observe all of the ordinances, bylaws and regulations of the County applicable to the Developer.
9. Subject to the provisions of Section 6 and Section 7 of this Agreement, the use of the property and buildings thereon, in whole or part, shall not be substantially altered, varied or changed unless a new Agreement is entered into with the County or this Agreement is discharged by the County or the proposed use of the property is permitted by the Annapolis County East End Area Land Use By-law and a municipal development permit for the change of use has been approved by the Development Officer for the Municipality of the County of Annapolis.
10. Pursuant to Section 228 (2) of the Municipal Government Act, the Developers shall sign this Agreement within a period of one (1) month of the date the appeal period has elapsed or within one (1) month of the date all appeals have been abandoned or disposed of or the development agreement has been affirmed of by the Board. Failure on the part of the Developers to comply with the provisions of this section hereof, this Agreement shall terminate. Termination of this Agreement revokes any permission for any development on the Property and does not operate as a discharge of the Agreement.

11. Pursuant to Section 227 (3) of the Municipal Government Act, in the event construction of the Project has not commenced within **five (5)** years of the effective date hereof or that construction of the Project has not been completed within **ten (10)** years of the effective date hereof, this Agreement shall terminate. Termination of this Agreement revokes any permission for any development on the Property and **will start the** discharge process of the Agreement.
12. Pursuant to Section 229 of the Municipal Government Act, this Agreement shall remain in effect until discharged by Council for the Municipality of the County of Annapolis and Council for the Municipality of the County of Annapolis may discharge this Agreement, in whole or in part, in accordance with the terms of this Agreement or with the concurrence of the property owner.
13. Nothing in this Agreement shall exempt the Developers from complying with Federal, Provincial and Municipal laws, by-laws and regulations in force within the **Municipality**, including the Building By-law, or from obtaining any federal, provincial or municipal license, permission, permit, authority or approval required thereunder including any permission required under the **Nova Scotia Fire Safety Act and the Nova Scotia Environment Act**;
14. The provisions of this Agreement are severable from one another and the invalidity or unenforceability of one provision shall not prejudice the validity or enforceability of any other provision.
15. Pursuant to Section 234 of the Municipal Government Act, the covenants, agreements, conditions and understandings herein contained on the part of the Developers shall run with the land and shall be binding upon them, their heirs, executors, administrators, agents, successors, assigns, mortgagees, lessees and occupiers of the said land from time to time and shall be and form a charge and/or restrictive covenant upon said land.
16. A copy of this Agreement shall be filed by the County in the **Nova Scotia** Registry of Deeds the Developer agrees that any costs associated with advertising or filing of this Agreement as well as any and all other aspects of this proposal shall be paid by the Developer.

IN WITNESS WHEREOF, this Agreement was properly executed by the respective parties hereto on the day and year first above written and the parties to this Agreement have hereunto set their hands and seals as of the day and year first above written.

SIGNED, SEALED AND DELIVERED)	FOR THE DEVELOPER
)	
in the presence of:)	_____
)	Harry Wilson
_____)	
Witness)	_____
)	Synthia Wilson

SIGNED, SEALED AND ATTESTED)	
to be the proper signing)	
officers of the County of)	
Annapolis duly authorized in)	
this behalf, in the presence of:)	
)	FOR THE MUNICIPALITY OF THE
)	COUNTY OF ANNAPOLIS
)	
)	Per: _____
)	Alex Morrison, Warden
_____)	
Witness)	
)	Per: _____
)	Carolyn Young, Municipal Clerk

On this ___ day of ____, 2023 C.E., before me, the subscriber personally came and appeared _____, a subscribing witness to the foregoing Indenture, who, having been by me duly sworn, made oath and said that Harry Wilson and Synthia Wilson, representing MacBeths’s Grooming and Boarding Kennels, one of the parties thereto, did sign the said Development Agreement all in his presence.

Commissioner for Supreme Court of Nova Scotia

On this ___ day of ____, 2023 C.E., before me, the subscriber, personally came and appeared _____, a subscribing witness to the foregoing Indenture, who, having been by me duly sworn, made oath and said that the MUNICIPALITY OF THE COUNTY OF ANNAPOLIS, one of the parties thereto, duly executed the same in her presence by affixing thereto its corporate seal identified by the signatures of _____, its Warden and _____, its Municipal, duly authorized officers in that regard.

Commissioner for Supreme Court of Nova Scotia

SCHEDULE "A"

ALL THAT certain lot, piece or parcel of land situate, lying and being at Meadowvale, in the County of Annapolis and Province of Nova Scotia, being a portion of the lands depicted as the remaining lands of Andrew G. Hazlett on a Plan of Survey showing Subdivision of Lands of Andrew G. Hazlett, dated July 14, 1981 filed as Plan Number 1033 and certified by James B. Gillis, N.S.L.S., bounded and described as follows:

07

BEGINNING at a survey marker set on the Northern boundary of the Ward Road and situate at the corner of the lands herein described and the lands of William T. Bryant and Carolyn B. Bryant;

THENCE running North 36 degrees 39 minutes 30 seconds West a distance of 1247.29 feet to a found iron bar;

THENCE running North 54 degrees 26 minutes 02 seconds East, a distance of 1258.61 feet to a survey marker;

THENCE running South 17 degrees 33 minutes 51 seconds East a distance of 939.86 feet to a point;

THENCE running South 28 degrees 55 minutes 50 seconds East a distance of 167.21 feet to a point;

THENCE running South 41 degrees 49 minutes 00 seconds East a distance of 144.92 feet to a survey marker

THENCE running along the back line of Lot 12 on a bearing South 75 degrees 53 minutes 09 seconds West, a distance of 150.00 feet to a survey marker;

THENCE running along the back line of Lots 8, 9, 10 and 11 on a bearing South 77 degrees 07 minutes 32 seconds West, a total distance of 450.00 feet to a survey marker;

THENCE running along the western boundaries of Lots 7 and 8 on a bearing South 13 degrees 15 minutes 54 seconds East, a total distance of 400.00 feet to a survey marker situate on the Northern boundary of the Ward Road;

THENCE running South 77 degrees 15 minutes 02 seconds West a distance of 254.15 feet to the place of BEGINNING.

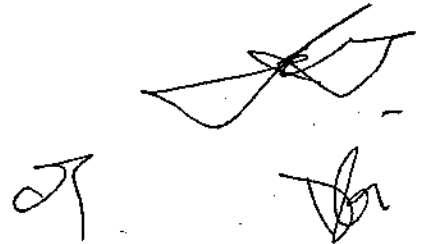
Containing an approximate area of 28.25 acres more or less.

TOGETHER WITH the benefit of a Right-of-Way in favor of the Grantees, their heirs, successors and assigns, in common with the Grantors herein, over the existing gravel driveway situate on the remaining lands of the Grantors, for all purposes of ingress and egress of persons,

animals, and vehicles from the Ward Road, so-called, to the lands hereinbefore described, the location of the said right-of-way being depicted as the "Gravel Driveway" on a sketch prepared by Derik R. DeWolfe, NSLS, and attached hereto as Schedule "B".

MGA COMPLIANCE

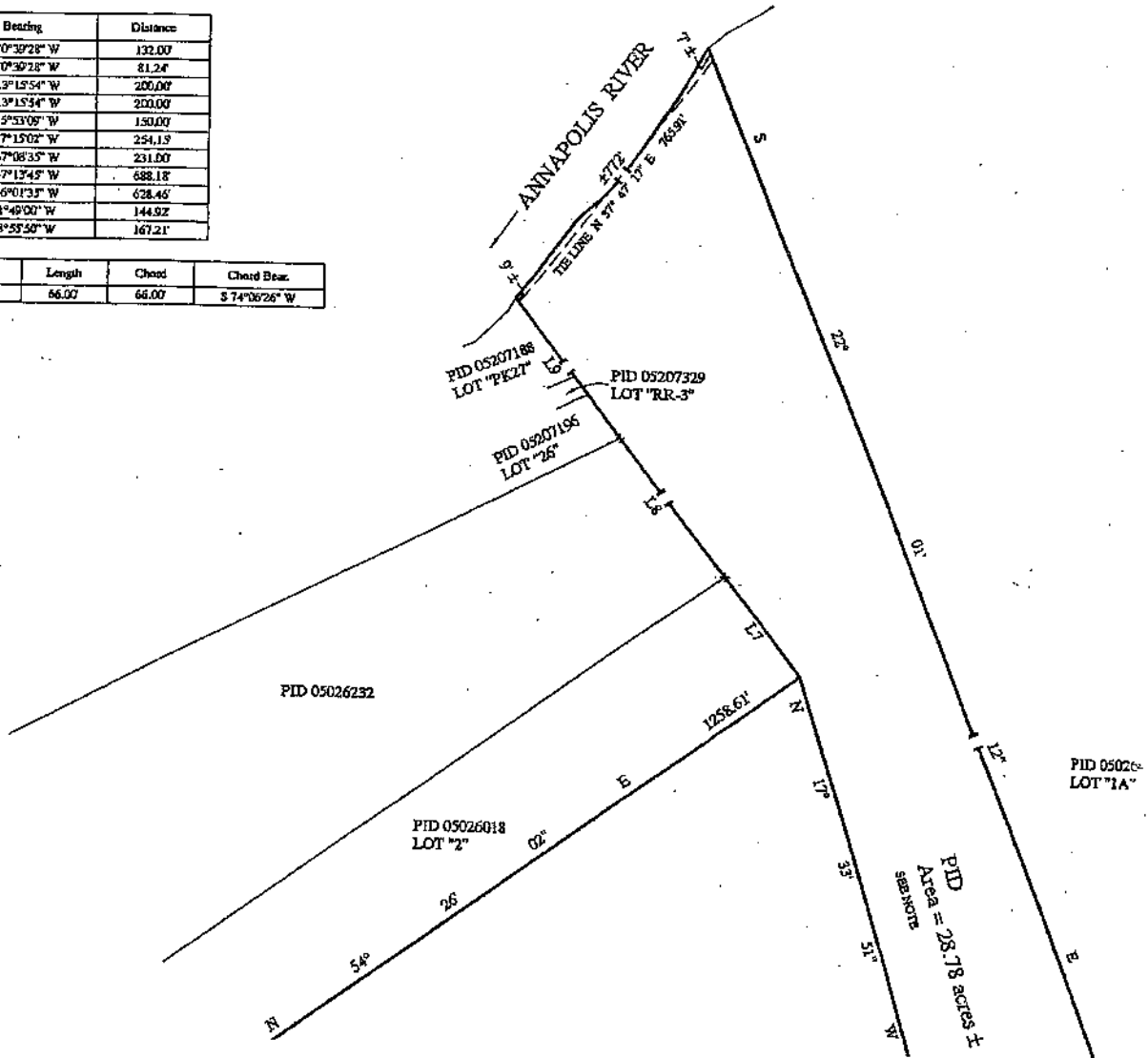
The parcel is exempt from the requirement for subdivision approval under the Municipal Government Act because it results from a subdivision where all the lots created, including the remainder lot, exceed 10 hectares in area, and is therefore exempt pursuant to section 268 (2) (a) of the Municipal Government Act.

Handwritten signature and initials in the right margin of the page.

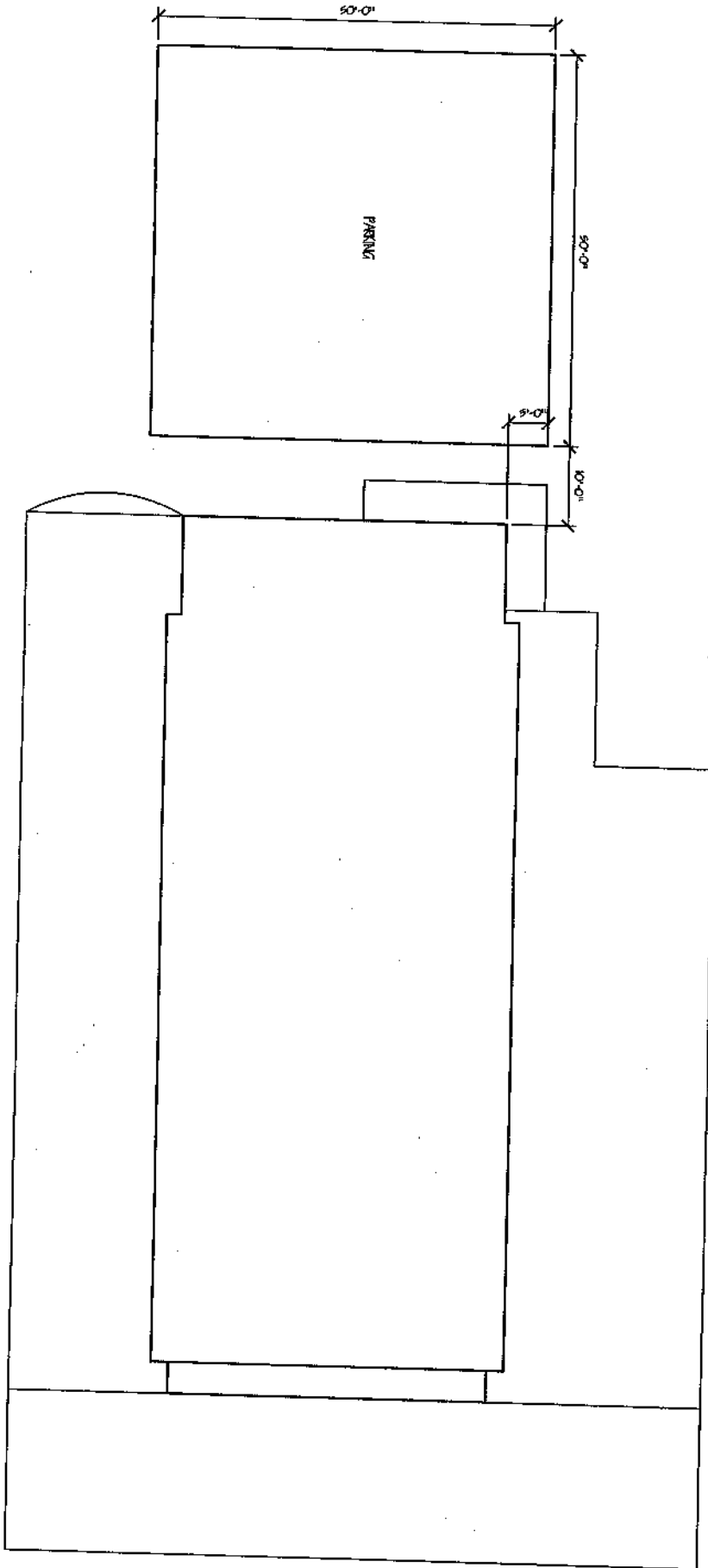
SURVEYOR'S LOCATION CERTIFICATE

Course	Bearing	Distance
L1	S 70° 30' 28" W	132.00'
L2	S 70° 30' 28" W	81.24'
L3	N 13° 15' 54" W	200.00'
L4	N 13° 15' 54" W	200.00'
L5	S 75° 51' 09" W	150.00'
L6	S 77° 15' 02" W	254.15'
L7	N 37° 08' 35" W	231.00'
L8	N 37° 13' 45" W	688.18'
L9	N 36° 01' 35" W	628.46'
L10	N 41° 49' 00" W	144.92'
L11	N 28° 55' 50" W	167.21'

Curve	Radius	Length	Chord	Chord Bear.
C1	3745.00'	66.00'	66.00'	S 74° 08' 26" W



Schedule "B"

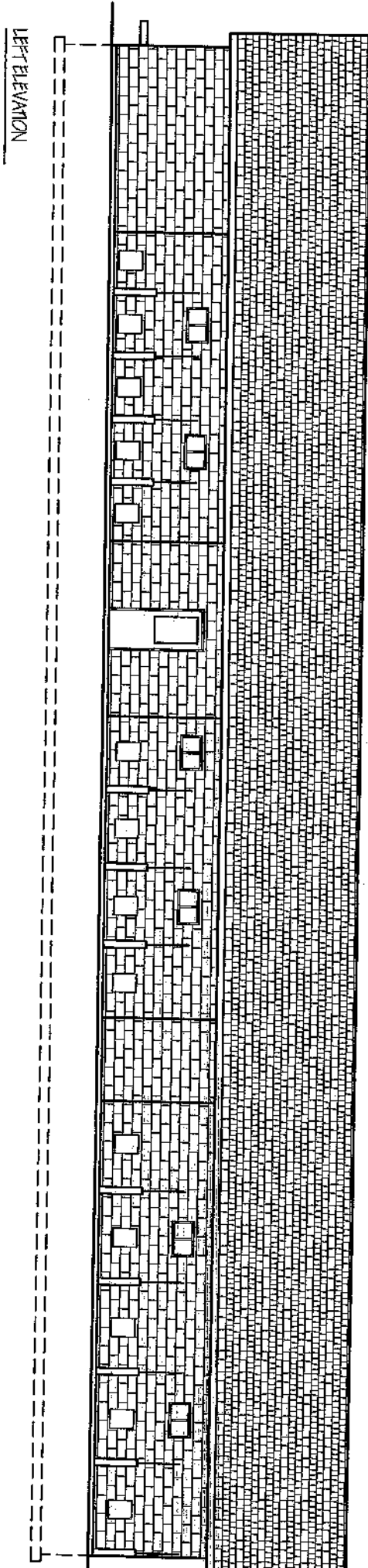


FRASER'S PRO

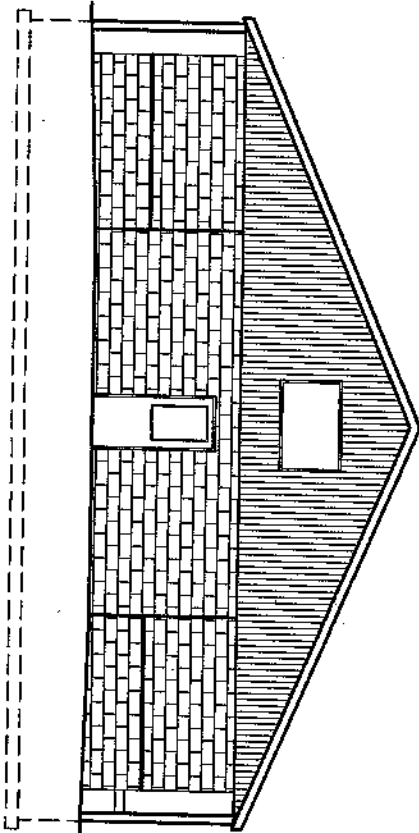
4147 HIGHWAY #1
N.S. BOX 180
TEL: 596-8885 FAX: 596-0845

CLIENT: **MACBETH'S GROOMING
PARKING**

JOB NO.	PREPARED BY	DRAWING OF
DATE: 6/21/06	W. MACKIN, A.V. SCALE: 1/8" = 1'-0"	7



LEFT ELEVATION



REAR ELEVATION

FRASER'S PRO

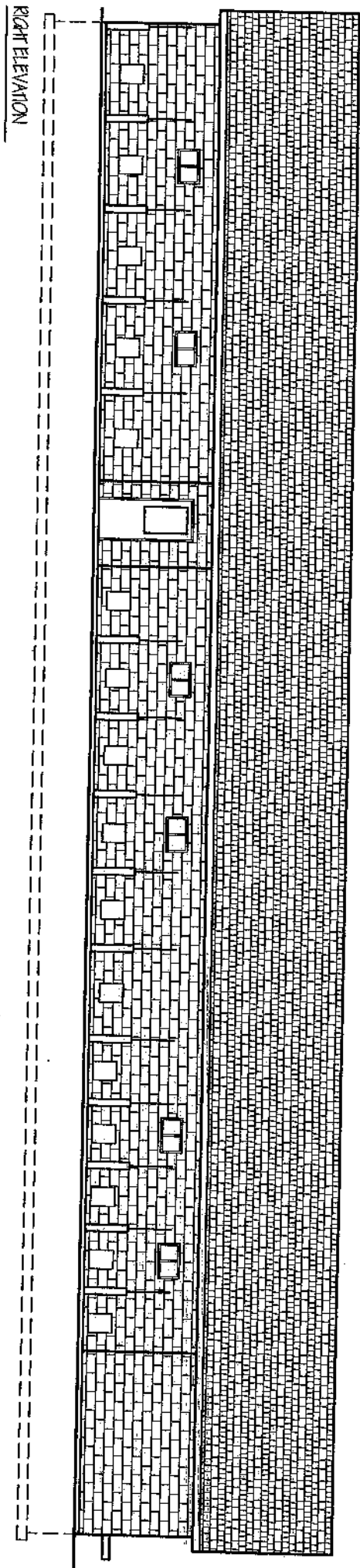
4147 MIDWAY #1
N.S. BOP ETO
TEL: 538-3189 FAX: 538-0945

CLIENT
MACBETH'S GROOMING
ELEVATIONS

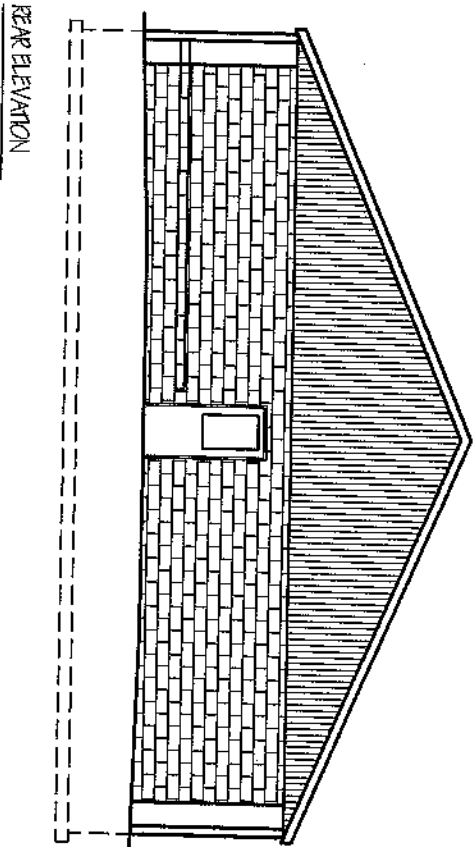
DATE: 6/21/06
DRAWN BY: W. MACKINLAY
SCALE: 1/8" = 1'-0"

4
7

Schedule "E"



RIGHT ELEVATION



REAR ELEVATION

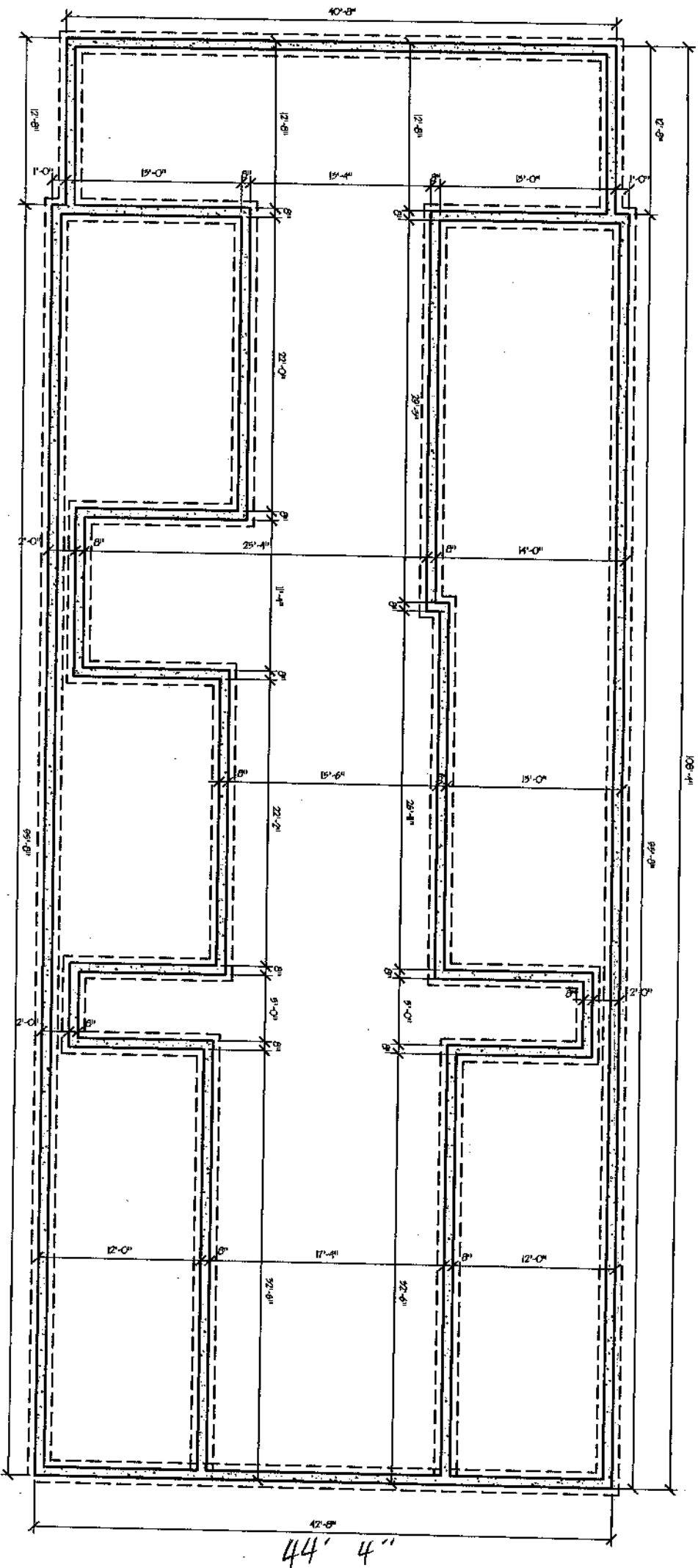
FRAASER'S PRO

4147 HORNBY #1
N.S. BCP BC
TEL: 558-3108 FAX: 558-0345

CLIENT:
**MACBETH'S GROOMING
ELEVATIONS**

DATE	DATE	DATE
6/21/06	6/21/06	6/21/06
SCALE	SCALE	SCALE
1/8" = 1'-0"	1/8" = 1'-0"	1/8" = 1'-0"
DRAWN BY	DRAWN BY	DRAWN BY
W. MACCUNLAY	W. MACCUNLAY	W. MACCUNLAY
DRAWING NO.	DRAWING NO.	DRAWING NO.
5	5	5
7	7	7

Schedule "F"



FOUNDATION PLAN

FRASER'S PRO

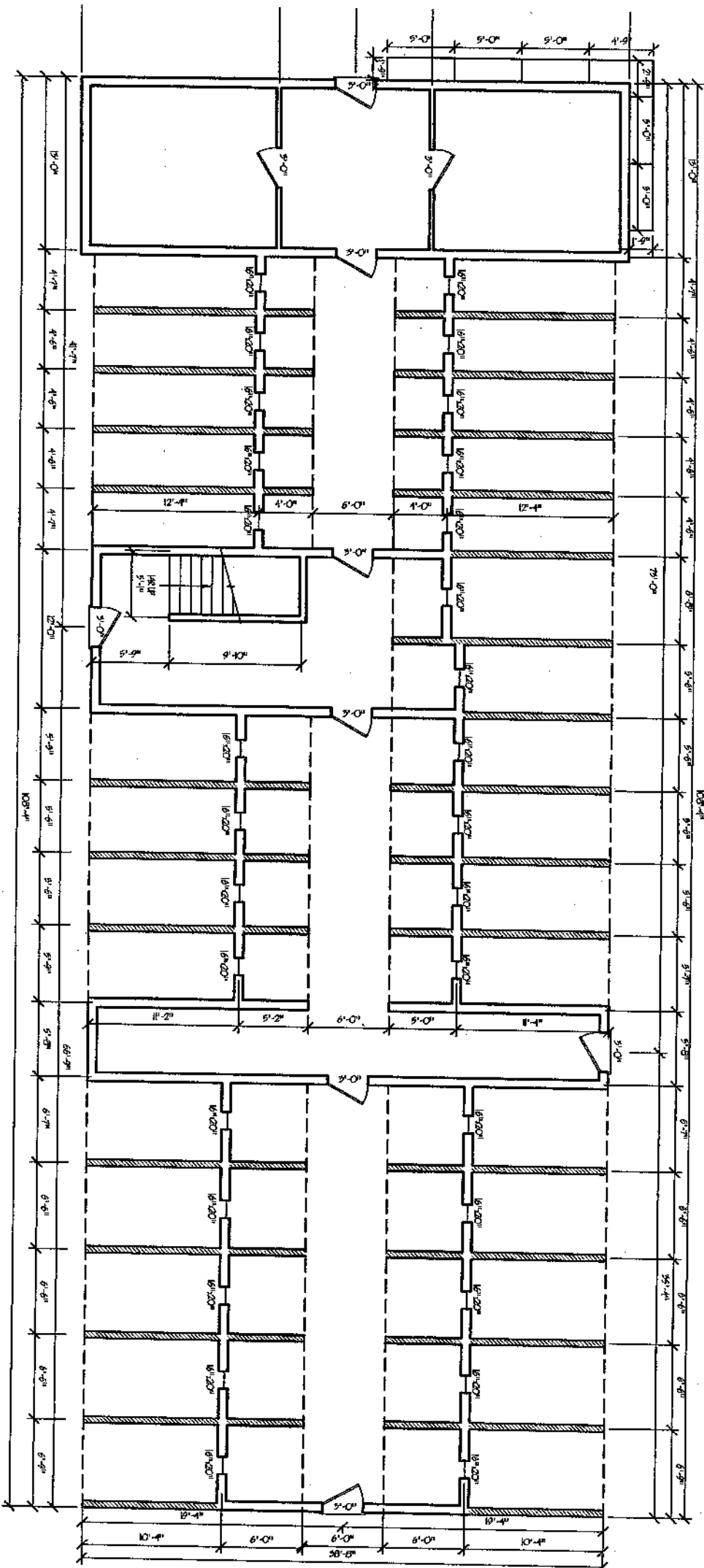
4477 HIGHWAY #1
N.S. BOP IEO
TEL: 596-5185 FAX: 596-0545

CLIENT
MACBETH'S GROOMING
FOUNDATION PLAN

DATE	6/2/06
SCALE	1/8" = 1'-0"

DRAWING NO. 7

Schedule "G"



FRASER'S PRO

4147 HIGHWAY #1
N.S. POPE IEO
TEL: 596-3185 FAX: 596-0345

CLIENT
MACBETH'S GROOMING
FLOORPLAN

JOB NO.	DATE	DRAWN BY	SCALE
	6/21/06	W. MACINLAY	1/8" = 1'-0"

PRINTED OF
2
7

FRAASER'S PRO

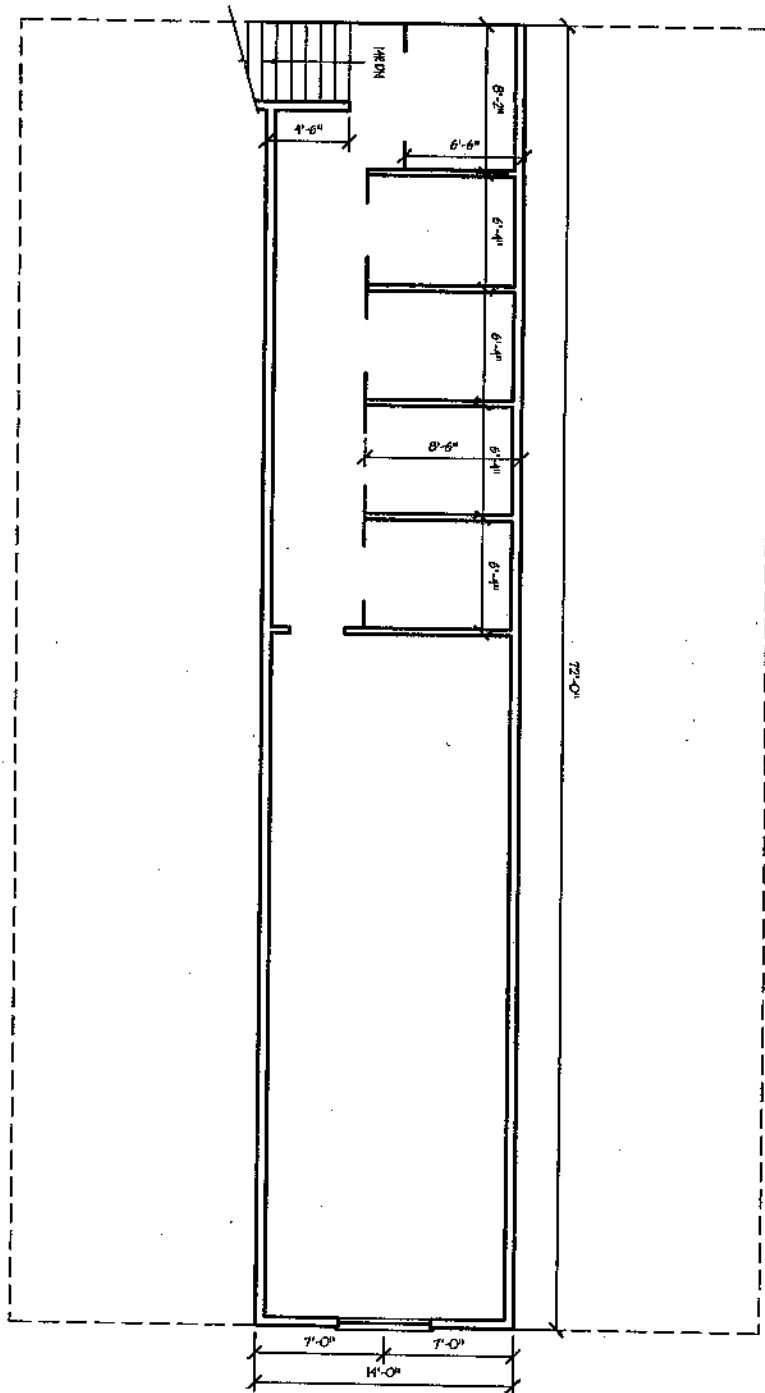
4147 HIGHWAY #1
N.S. BOX 150
TEL: 598-8185 FAX: 598-0945

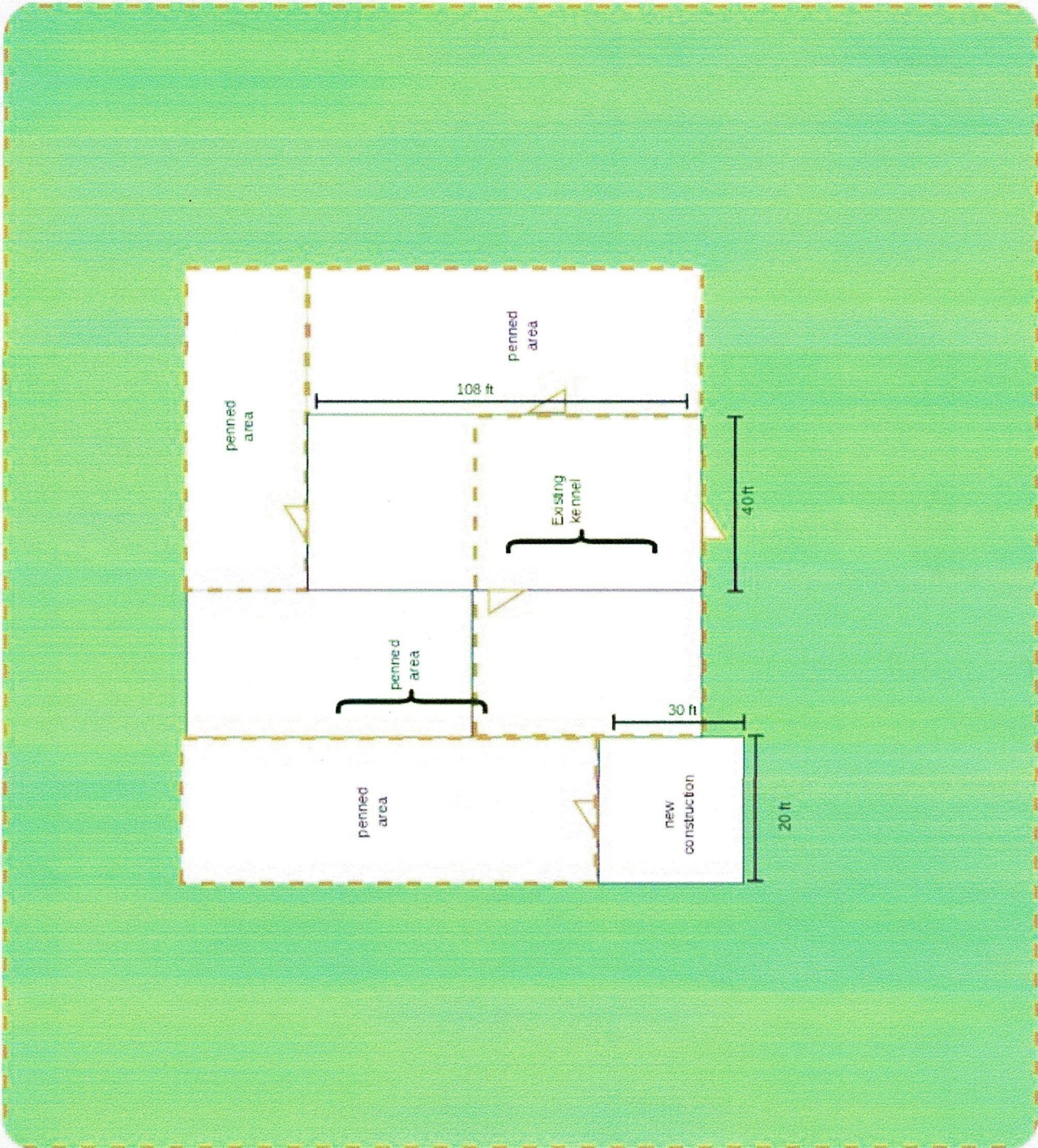
CLIENT:
MACBETH'S GROOMING
FLOORPLAN

JOB NO:	DRAWN BY:
DATE:	SCALE:
6/21/06	W. MACKINLAY
	1/8" = 1'-0"

DRAWING NO:
OF
3
7

2ND FLOOR PLAN





MacBeth's Kennel (11/10/22).drawio



STAFF REPORT

Report To: Municipal Council
Meeting Date: February 21, 2023
Prepared By: Brendan Lamb, Planner
Subject: Development Agreement Amendment Application for MacBeth's Grooming and Kennel Boarding, 10301 Highway 201 (PID 05292347)

RECOMMENDATION BACKGROUND

File No. 2022-DA-001: is a Development Agreement amendment application submitted by Harry Wilson to amend the MacBeth's Grooming and Kennel Boarding Development Agreement to permit the future expansion of the business on the property located at 10301 Highway 201, Meadowvale (PID 05292347). The aforementioned amendment will permit an increase to the number of buildings on their property to provide adequate indoor space to house the larger dogs being boarded at the kennel during times when it unsuitable for them to be in the exterior pen. The applicant is requesting to amend the development agreement not only to build the new open space indoor large dog kennel, but to permit additional future expansions to the business when and if more indoor spaces are required. The following is a list of the planning process undertaken:

PLANNING PROCESS TO DATE

1. September 28, 2022 – MacBeth's Grooming and Kennel Boarding Development Agreement amendment application received.
2. October 11, 2022 – Committee of the Whole Meeting
Action – recommendation Council accept application for processing.
3. October 18, 2022 – Municipal Council Session
Action – motion paces to commence the amendment process and adopt PPP with BAAC and PAC Public Meetings.
4. November 1, 2022 – East End Area Advisory Committee (EEAAC) Meeting
Action – motion that PAC recommend to Council to approve the amendment to the MacBeth's Grooming and Kennel Boarding Development Agreement.
5. November 9, 2022– PAC ad appears in Annapolis Valley Register.
6. November 11, 2022 – Hand Delivery of PAC Meeting Notices.
7. November 16, 2022 – The Planning Advisory Committee (PAC) Meeting

Action – Public Meeting held. Planner’s report reviewed. Motion made that PAC recommend to Council to amend Development Agreement.

8. December 20, 2022 – Municipal Council Meeting
Action – motion passed giving 1st Reading and to hold Public Hearing on January 17, 2023.
9. December 29, 2022 and January 5, 2023– Public Hearing ads appear in the AV Register.
10. February 21, 2023 – Public Hearing. Staff prepared a Public Hearing agenda and planning process update report.

STAFF RECOMENDATION

A development agreement amendment of this nature meets the criteria of the MGA, East End Area MPS and LUB, and the requirements set out in the existing development agreement.

Therefore, it is the opinion of staff that, upon receiving a favourable recommendation from the East End Area Advisory Committee and the Planning Advisory Committee, Municipal Council give first reading of its intent to support the Development Agreement amendment application submitted by Harry Wilson to amend the MacBeth’s Grooming and Kennel Boarding Development Agreement to permit the future expansion of the business on the property located at 10301 Highway 201 (PID 05292347).

LEGISLATIVE AUTHORITY FOR THE AMENDMENT PROCESS

- MGA, Section 204: Public participation program
- MGA, Section 206: Public Hearing
- MGA, Section 225: Development agreements
- MGA, Section 227: Content of a development agreement
- MGA, Section 228: Requirements for an effective development agreement
- MGA, Section 230: Adoption or amendment of a development agreement

Report Prepared by: *Brendan Lamb*

Brendan Lamb
Planner

Report Reviewed by: *Linda Bent*

Linda Bent
Manager of Inspection Services

**File No. 2022-DA-001- Development Agreement Amendment
Application**

Suggested Second and Final Reading - in the affirmative

I move, pursuant to the favourable recommendations from the Annapolis County Planning Advisory Committee and the East End Area Advisory Committee, and in full consideration of the related goals, objectives and policies of the East End Area Municipal Planning Strategy, that Municipal Council give 2nd and final reading of its intention to amend the MacBeth's Grooming and Kennel Boarding Development Agreement for the land identified as parcels PID No. 05292347 to allow the expansion of the existing non-conforming commercial business.