



**Town of Amherst
Planning Advisory Committee Meeting**

Agenda

Date: **Friday, December 14, 2018**
Time: **9:00 am**
Location: **Council Chambers, Town Hall**

	Pages
1. Call to Order (9:00a.m.)	
1.1 Approval of Agenda	
1.2 Approval of Minutes 20181203	1 - 8
2. Motion - 150 East Victoria Street Development Agreement Application (9:05a.m.)	9 - 24
3. Adjournment (10:00a.m.)	

Town of Amherst Planning Advisory Committee Minutes

Date of Meeting: Monday, December 3, 2018
Location: Council Chambers, Town Hall

Members Present: Deputy Mayor Sheila Christie
Councillor Terry Rhindress (Vice Chair)
Councillor Jason Blanch
Citizen Appointee Gordon Goodwin
Citizen Appointee Ronald Wilson
Citizen Appointee Larry Pardy

Staff Present: Manager of Planning and Strategic
Priorities, Andrew Fisher
Municipal Clerk Kimberlee Jones
Admin Assistant Emily Wainwright

1. Call to Order

Vice-Chair called the meeting to order at 5:00 p.m.

1.1. Approval of Agenda

Moved By: Citizen Appointee Goodwin
Seconded By: Deputy Mayor Christie
That the agenda be approved.

Motion Carried

1.2. Approval of Minutes

Moved By: Citizen Appointee Wilson
Seconded By: Councillor Blanch
That the minutes of the November 13, 2018 PAC meeting be approved.

Motion Carried

2. Public Participation Opportunity – 150 East Victoria Street Development Agreement Application

2.1 Staff Report Presentation

Mr. Fisher reviewed his report as included as part of the agenda package.

2.2 Committee Questions

Citizen Appointee Wilson asked if the current building has been converted from 10 units to five. Mr. Fisher responded that that was correct. Mr. Wilson then asked if then those 5 motel units currently have a kitchenette with a stove. Mr. Fisher replied that there were reports of stoves being installed, but my understanding that there are now no stoves in the units. Mr. Wilson asked if the property was still being used as a motel. Mr. Fisher replied that yes that was correct.

Deputy Mayor Christie stated that if this is approved as a development agreement, it will then go to a building permit, but there was an issue of work done before without a proper permit. There is also an issue with fire proof insulation, or fireproofing on the back wall, because there is a residence so close, and because a permit was not issued the inspection was not done and we are not able to know if that has been completed or not to code. Am I correct in saying that? Mr. Fisher responded that my understanding is that when the conversion was made in 2016/2017 from 10 units to 5, work was started without a building permit. Building inspection officials inspected the property and they determined that since the use was not being changed, a permit was not required. If the development agreement were to be approved, that approves the use on the property, and the next significant step for the property owner is to show in a plan, that the building as dwelling units will meet the national building code, which may require extensive renovations. Deputy Mayor Christie followed up asking if the development agreement is then required in order to get to the next step. Mr. Fisher replied yes.

Councillor Blanch referenced #6 in schedule A and the reference in the development agreement that lists a minimum of parking spaces. I believe that the minimum of 17 spaces, 1 space per unit and an extra space, from the photos and thinking of landscaping, and I remember concerns from the past, I would like to put in my recommendation, space for landscaping or green space as a benefit to people living there, neighbours, and the town. We have in our agreement that asphalt will be taken care of and maintained. My thinking is that we wouldn't expect them to do the work until they have gone through the building code process, but I would feel an agreement to do the work be appropriate.

Citizen Appointee Goodwin asked if someone would explain why it wouldn't be helpful to do a proper engineered drawing now, because that would take care of a lot of things listed in Schedule A. Mr. Fisher responded that there would be a cost to engage in an engineer professional, and there would be an upfront cost,

and without knowing whether the development agreement would be approved, there would still be a cost. If it were a new project, you would have a preliminary design that would be put together, but in this case, we have an existing building, so there was not an immediate need for a design official

Citizen Appointee Pardy asked if the purpose of the development agreement was for the maintaining of the commercial character of the building, but at the same time the wording also states to provide patios and benches, is that maintaining commercial character, or does it make it more attractive for someone living there and long-term residents. Mr. Fisher responded that he thinks that is correct, the report from the 2017 process showed there was an issue with lack of green space and amenities, the inclusion of benches was a way to provide a space for residents.

Citizen Appointee Wilson asked, with regards to the development agreement and the conditions that are incorporated, how are they policed to ensure that the items identified are fulfilled. Mr. Fisher replied that the Building Inspector and Development Officer would oversee that.

Citizen Appointee Pardy asked if a development agreement would be needed for an occupancy change, where it changes the nature going from a motel to a long-term residency. Residents living there long-term may be inclined to BBQ, so are those things permitted. Mr. Fisher replied that it would be permitted now as a motel, and as a residential property. Mr. Pardy then asked about a shed for residents. Mr. Fisher replied that it would be subject to the land use bylaw in terms of an accessory building.

Deputy Mayor Christie stated that there is a door going directly to the bedroom, would one door then be taken away. Mr. Fisher replied that no, all doors would be remaining so there is no change in the exterior.

Citizen Appointee Goodwin asked if these units would be for sale or for rent. Mr. Fisher responded that the units would be for rent but said that it would be possible for the property owner to apply to have it converted into a condominium.

Councillor Blanch stated that the renovations have already been done, and that they only need approval to add the stoves, I understand that these are already being rented by the month rather than the night, but I may be incorrect. Mr. Fisher replied that he believes they are rented by the month, but all motels have that option. But it raises a good point that if these are rented as long-term apartments, the inclusion of a stove or the use of a hot plate and in terms of safety and whether that is safe long term, that is not an insignificant issue.

2.3 Owner Questions & Comments

Jack Van Der Donk owner of Victorian Motel. To address the parking issue and beautification of property, the upper section is staying as single motel rooms, so we would need all 10 parking spaces there. For the lower section we are trying to

convert to suites, we would have to do it way in the back of the driveway in order to complete the beautification. The beautification part of it is going to be very difficult I am willing to try anything if any suggestions have been made. The rooms have been closed for a few years now because of the tourism industry is slowing down here in Amherst and instead of being closed we have converted them to suites. We have had an electrician come in and rewire the building. We have the fire-resistant drywall on, smoke alarms in each room that are connected to the electrical system, so you don't have to worry about batteries. The building inspector was there and approved everything that we had done. Nova Scotia Power was also in and approved what had been done, we are only asking to have a stove put in.

Citizen Appointee Goodwin asked the owner if we were only talking about the lower units, and that the upper units will remain as motel units. Mr. Van Der Donk replied that that was correct.

Councillor Blanch stated that the property owner could do something with every second space and have green spaces. If you took the asphalt off every second space, and add some shrubs, it would make it look much better. If you were to do it in the back, you would have twice as much space, like the last 5 spaces, where you could have some lawn space. Mr. Van Der Donk replied that he also must worry about the snow clearing. Right now, the plows push the snow to the back of the property. Councillor Blanch then asked the owner if there was a significant cost he may be worried about, what has been the resistance in the past. Mr. Van Der Donk replied that it is mainly the snow clearing, and that is the only resistance he has to taking away parking spaces. If it is necessary to get the agreement, it is something I will do. Councillor Blanch then asked if there were any residents living there. Mr. Van Der Donk replied that there is one resident, and only one unit is being rented to a senior lady who lives by herself.

Citizen Appointee Goodwin referred to the section where the pavement must be maintained and told the property owner that there seems to be a need for work to be done. Mr. Van Der Donk replied that the snow plows have been loosening things up. The pavement is still good, it has just settled. Mr. Goodwin stated that it looks like the water is going to run into one of the doors. Mr. Van Der Donk replied that there is a step there.

2.4 Public Questions & Comments

Johnathon Ettinger, I live directly behind it. This is the second time I have been here to oppose this decision to change it to dwelling units. Andrew is right with the closeness and proximity of the building the rain comes right on our property, and it is within 12 inches of our property line. When we moved in 16 years ago the motel was a going concern with onsite owner who kept up the property and were responsible for the overnight guests. The last 10 we have certainly seen a decline of motel stays and are almost all long-term residents. We have not seen the coming and going of individuals. To give some perspective, work first began

to convert these into apartment units without a building permit. I was driving by and there was work going on, so I called the Town to find out what was happening, and there was no building permit that had been issued. There was not a development agreement or any concern for the adjacent properties. So, from what I understand, the building inspector went in to check out the renovations, and a permit was issued. Plans were developed after that, which again came after the building permit. I suspect the Town was satisfied with everything that Andrew was saying, and what was done to the motel units was absolutely fine. Part of the permit that was issued said specifically that there is to be no ovens in that space. On the 19th of June, as I was driving down the street, with their doors open, the first three units all had ovens. 2 units down from that is where the building permit was posted, which says 'no ovens.' They were installed anyways, with the other renovations, I'm assuming they were hoping no one would notice. This is the biggest part of it, that having those 3 ovens changes the way that the space is used and how that property works. We have seen little improvements go on the exterior. There is a hose that is hanging out of one of the windows on my side of the property. There has been a pile of wood that has been sitting outside of the building for the last two months, and there was a couch that was there for a couple weeks as well. My position from the last time is certainly the same. We have had a lot of issues with the number of police visits, hypodermic needles that were found on the property, where people were disposing of them in the manhole on the property. Fire code is certainly the biggest issue; none of that work was verified, there were no engineered documents as to what was going to happen, the fire precautions that were necessary between the units to stop the spread of fire, but also to my side. If they were to apply the building code, all of these windows would have to disappear, the back would have to change to non-combustible material, because we are within 12 inches of the building sitting there. The building is an eyesore as far as our neighborhood goes, and we do not allow our daughter to walk down that side of the street along that property. There is only one person living there right now, and already look at the build up of items that is on the property. We could assume there is a lady living there, but we have only ever seen a guy standing outside, and he has to stand by the door to smoke. The beautification that we have talked about the last time I was here, and with new properties and how much of a buffer you need between the property itself and adjacent properties. There is nothing in this that makes any of these units livable for the people there. Much like what Jason was saying, there are no green spaces, and the last application said there were some baskets, benches, and he was going to paint, and nothing has been done. Nothing has happened in 10 years. If there is one specific thing, it is fire code.

Councillor Blanch asked Mr. Ettinger what could be done to improve his position, but we were to agree with the owner's desire and allow this development, is there potential for things to improve. If we were to force greenspace, perhaps it would change the tenants. What would be your hope. Mr. Ettinger replied that I guess to compare to the last time I was here, they were applying for rental units, and where they are located on Marshview, the detail in which the size of the patios outside, the amounts of space each person has, it was very specific and the Town was very specific of what needed to be there. There is nothing here that

will transform that space. If someone came in with a full proposal, detailing what is exactly going to happen to make the neighbours happy and the people living there happy and to live a fulfilled life. If there were detail, I would say that was great. If we saw anything happen, then I would be more optimistic about the future. If anything, we are going downhill and adding 4 more people to that space, will not make it a nice place for residents.

Deputy Mayor Christie stated that the last time this was before Council, I voted it down based on a lot of your comments, and I agree with what you are saying, but I have come to realize that after having discussions and reading this, that we will not have a say in any of this if the development agreement is not accepted. That is my hope, that if we enter into this, then the Town has some say into what happens. Ettinger replied that he certainly understands that position, but even after the property owner was told no ovens, he still added ovens. As far as I know, this is still up for sale.

Citizen Appointee Goodwin stated that he supports the Deputy Mayor request to move forward with the development agreement, then at that stage an engineer drawing must be provided, that shows improvements to the property, safety, fire, windows, proper doors, etc. on that basis that I vote this go forward to that point.

John, neighbour, stated there were a couple of points he wanted to address that I heard tonight that need to be addressed. The first one is the Deputy Mayors comment. I have been across the street for 18 years, and I have seen people come and go, the previous owner was no better than the owner now in the respect of what has been done to the property. You are dealing with a building that is in existence. You talk about the new developments and the amount of yard space that they need, sure with new developments there should be restrictions. With an existing building, how do I as a neighbour allow this to continue, with a man that invests in real estate to be told that no you cannot increase your property value for any reason. Regards if it was for sale, or to attract better tenants, because that's what I think will happen. I think you have a better chance of that building looking good if you have it rented and are collecting rent. If it continues like it has been lately, where nobody lives there, and no one is paying rent, then he has no money to spend on it, and no motivation to fix it up. Even if he wants to sell it, that is his right. The only reason why I stood up tonight is that Council has to determine that property owners have rights. We have a right to develop our property, maintain our property, to sell our property, you have the right to collect taxes on our property. I have heard a lot about greenspace, this is a restive area where this is an existing building. You have parking spaces there and tearing them up to make green space will just cripple the snow removal there. There is no place to pile the snow there, which increases the cost. If you're placing most costs on this gentleman that make it impossible for him to repair that property, and if the amount of work that he needs to do is not worthwhile for him to do because he's only going to get \$650 a month for rent, that is really the determining factor. There is a better chance he is going to get more rent if his building is more attractive. He is also going to attract a better class of people. Little kids are not going to go and live there with a single mom or single dad, if there is no stove there. To have a stove there he must pass certain conditions, and I do not know how he is going to pass those, but at least that should be

allowed. Council should have no say in that; let the building department determine whether it is safe or not. He has property rights as a property owner. All you guys do is collect taxes. You have certain regulations to follow, and we want a certain consistency, so if you start imposing limitations on everything and say it has to be picture perfect, no one will be able to afford the place. That is exactly why places in this Town do not get maintained. For instance, I live in a house where I could put a \$23,000 roof on and still only get \$75,000. Real estate values are such that no matter what I do, I could put in gold toilets, and I would still only get a certain value for my house. There is a maximum rent, and he can't spend \$10,000 in renovating each unit to improve it, make it look beautiful, and make all of us happy while still making a dollar. Some compromise has to be made. If you want to start seeing tenants come in there on a nightly basis and convert it back to a cheap hotel.

Councillor Blanch asked if John thought the reason why the four out of the five units were not rented was because of the lack of stoves. John replied, that yes, because there will be single people living there, but if you have someone with a child, all you are doing is punishing that child without a stove.

Being no further speakers, the Public Participation Opportunity closed.

Councillor Blanch asked for clarification of the process by entering into a development agreement, then the Town would have more ability to verify the work that will be done. Mr. Fisher replied that right now there is no development agreement tied to that property. The only real remedy the Town has to rectify issues is through the dangerous and unsightly premises bylaw. A development agreement is the maximum amount of control a municipality has on a property. So, the terms and conditions of the agreement gives the municipality the control of what happens on an ongoing basis.

3. Motion to Conclude the Public Participation Opportunity and Return to the Regular Planning Advisory Committee Meeting

Moved By: Citizen Appointee Wilson

Seconded By: Citizen Appointee Pardy

That the Committee conclude the Public Participation Opportunity and return to the regular meeting.

Motion Carried

4. Adjournment

Citizen Appointee Goodwin motioned to adjourn the meeting at 6:08p.m

Motion Carried

Kimberlee Jones, Municipal Clerk

Vice Chairman Terry Rhindress

DRAFT

SYNOPSIS

150 East Victoria Street

An application by the property owner of 150 East Victoria Street for a development agreement to permit the conversion of an existing motel to a 10-unit motel with six apartment units.

The subject property consists of two parcels, one contains a ten-unit motel, and the other contains five motel units that were converted from ten units. There is also an existing two-bedroom apartment unit on the second floor of the upper building. In total, the property is approximately 1664 m² in area, and is located in the Downtown Commercial Zone (outside the Core Area District). The property is at the edge of the downtown commercial core.

The proposal generally conforms to the relevant policies of the MPS and LUB. Staff do not anticipate significant negative impacts on the surrounding neighbourhood.

MOTION OPTIONS:

Option One: Recommend that Council enter into the proposed Development Agreement for 150 East Victoria Street as drafted by Staff, subject to any revisions that may arise during the public participation process.

Option Two: Recommend to Council not to enter into the Development Agreement for 150 East Victoria Street, citing specific policies with which the proposal does not conform.

Option Three: Defer the application and instruct Staff to provide more information or negotiate changes to the agreement.

STAFF RECOMMENDATION: Option One.

To: Planning Advisory Committee
From: Andrew Fisher, Manager of Planning & Strategic Initiatives
Date: December 3, 2018
Subject: **150 East Victoria Street – Proposed Development Agreement to convert an existing motel into an apartment complex.**

PROPOSAL:

An application by the property owner of 150 East Victoria Street (PIDs# 25343187 & 25005224) for a development agreement to permit the conversion of an existing motel to a 10-unit motel with six apartment units.

BACKGROUND:

Site Details: The subjection property consists of two parcels, one contains a ten-unit motel, and the other contains five motel units that were converted from ten units. There is also an existing two-bedroom apartment unit on the second floor of the upper building. In total, the property is approximately 1664 m² in area, and is located in the Downtown Commercial Zone (outside the Core Area District). The property is at the edge of the downtown commercial core. To the west, across Herbert Street is a large senior's facility to the east, on East Victoria is a large converted apartment building, and to the north is a 2-unit detached dwelling. The remainder of Herbert Street consists of low density detached homes. The property is almost entirely covered by buildings with the remaining area covered in asphalt for 21 parking spaces.

Proposal Details: As previously mentioned, the lower building was converted from 10-unit motel rooms to five-units in 2017. While this conversion is permitted in the Land Use Bylaw (LUB), the creation of ground floor dwelling units is not permitted. Staff determined that the units change from a motel to a dwelling unit with the installation stoves. The installation of a stove in the five units is the essence of this development agreement application.

2017 Application: In January and February 2017 the PAC and Council considered an application for a development agreement to convert all existing 20 motel units into 10-dwelling units (plus the existing second floor dwelling unit). At that time, the PAC initially deferred a decision and asked staff to negotiate with the applicant to address the lack of greenspace and the concerns raised by an adjacent land owner. A motion to recommend that Council enter into the agreement was defeated. Subsequently, Council rejected the application on March 27, 2017.

The current application differs only in that the proposal involves conversion of five motel units to dwellings in the lower building, while leaving the upper building as-is. Otherwise, the circumstances of the application remain substantially unchanged. As such, please see the attached February 1, 2017 staff report that outlines the issues that were of concern in 2017. The discussion points and proposed solutions provided in the draft development agreement also remain the same.

RELEVANT POLICY AND DISCUSSION:

Municipal Planning Strategy policy CP-15 allows for the conversion of commercial uses to residential uses by development agreement:

CP-15 *It shall be the intention of Council to consider applications for ground floor residential uses in the Downtown Zone by Development Agreement excluding that portion of a building that abuts Church, Victoria and Havelock Streets. Outside said streets, applications for new*

residential buildings or ground floor conversion of existing commercial and institutional buildings will not be considered for residential uses unless it can be shown that such a conversion will not detract from the commercial character of the surrounding streetscape.

In negotiating such a development agreement, Council shall take into account:

(a) the location, height, bulk of the building;

(b) the architecture of the building;

(c) signage;

(d) parking facilities;

(e) landscaping;

(f) pedestrian access;

(g) the unique characteristics of the property and its relationship to the surrounding streetscape;

(h) that the ground floor frontage of any building fronting on Church, Havelock or Victoria Streets shall be used for commercial purposes.

(a) *the location, height, bulk of the building;*

As previously mentioned the exterior dimensions of the building are not being altered. That being said, the current structures on the lots satisfy all Land Use Bylaw requirements in regards to minimum standards for setbacks. The minimum front, side and rear yards in the Downtown Commercial zone is 0 meters.

(b) *the architecture of the building;*

Again, the exterior dimensions of the building are not being altered; therefore significant changes to the architecture of the buildings are not easily achieved. New windows and doors have been installed on all of the units. The majority of the building is one story and for the most part, the lower half is constructed of brick while the upper half is made up almost entirely of windows and doors.

(c) *signage;*

There is no proposed change to the existing signage.

(d) *parking facilities;*

Significant changes to the parking facilities on the property are not easily achieved. The property was designed as a drive up motel and parking is proposed to remain in front of each unit. The asphalt on the property is in fairly good condition.

(e) *landscaping*

The Development Agreement stipulates under Schedule 'A' that all areas not used for buildings and parking be landscaped. As well over grown vegetation will be required to be removed.

(f) *pedestrian Access*

Pedestrian access is achievable from Herbert Street as well as east Victoria Street.

(g) *the unique characteristics of the property and its relationship to the surrounding streetscape;*

The characteristics of the property and their relation to the surrounding streetscape will not be altered. The exterior of the building will remain largely the same as it is now.

(h) *that the ground floor frontage of any building fronting on Church, Havelock or Victoria Streets shall be used for commercial purposes.*

There is no direct access to the building off of Victoria Street. The current use of the Victoria Street end of the building is the motel office. The purpose of this clause is to require the continuation of an 'active storefront' along the main streets downtown. As this use never included an actual 'active storefront', is outside the Core Area District and is adjacent to the residential uses on Victoria Street, requiring this end of the building to be converted to a commercial operation is not the intent of the planning policy.

More generally, the proposal supports the following MPS Policies:

SP-1 It shall be the intention of Council to encourage high density residential development in the Downtown Zone

RP-11 It shall be the intention of Council to encourage and promote the provision of affordable housing units within all residential areas of the Town by:

- (a) encouraging a mix of housing types and densities;

RP-8 It shall be the intention of Council to encourage a mix of housing densities in all residential areas of town to encourage a mix of housing types and income groups in all residential areas.

Finally, the proposal satisfies all relevant aspects of MPS Policy A-5:

A-5 It shall be the intention of Council, when considering an amendment to this or any other planning document, including the entering into or amendment of a development agreement, to consider the following matters, in addition to all other criteria set out in the various policies of this planning strategy:

- (a) That the proposal conforms to the general intent of this plan and all other municipal bylaws and regulations.
- (b) That the proposal is not premature or inappropriate by reason of:
 - (i) the financial capability of the Town to absorb any costs relating to the development;
 - (ii) the adequacy of municipal water, sanitary sewer and storm sewer services;
 - (iii) the adequacy of road networks, in, adjacent to, or leading to the development;
- (c) That consideration is given to the extent to which the proposed type of development might 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) parking, traffic generation, access to and egress from the site;
 - (iv) any other matter of planning concern outlined in this strategy.

While not a matter to be considered in the land use planning process, the proposed renovations will have to satisfy all relevant provision of the National Building Code and Nova Scotia Building Code Regulations.

CONCLUSIONS:

The proposal generally conforms to the relevant policies of the MPS and LUB. Staff do not anticipate significant negative impacts on the surrounding neighbourhood.

OPTIONS:

Option One: Recommend that Council enter into the proposed Development Agreement for 150 East Victoria Street as drafted by Staff, subject to any revisions that may arise during the public participation process.

Option Two: Recommend to Council not to enter into the Development Agreement for 150 East Victoria Street, citing specific policies with which the proposal does not conform.

Option Three: Defer the application and instruct Staff to provide more information or negotiate changes to the agreement.

STAFF RECOMMENDATION: Option One.

To: Planning Advisory Committee
From: Jason MacDonald, MCIP, LPP, Deputy CAO
Date: February 1, 2017
Subject: **Supplementary Report**
150 East Victoria Street – Proposed Development Agreement to convert an existing motel into an apartment complex.

PROPOSAL:

An application by the property owner of 150 East Victoria Street (PIDs# 25343187 & 25005224) for a development agreement that would permit the existing motel to be converted into an 11 unit apartment complex.

STATUS:

At the January 9, 2017 meeting of the PAC a public participation session was held to consider the above application. At that meeting, the Committee passed the following motion:

Moved by: Councillor MacKenzie Seconded by: Deputy Mayor Christie

That the Planning Advisory Committee defer the application and instruct Staff to provide more information or negotiate changes to the agreement, with particular attention given to the lack of green space and the concerns raised in Mr. Ettinger’s letter of opposition, included as part of the minutes.

Motion Carried

UPDATE:

Regarding the concern about lack of green space staff have spoken to the owner and he is not amenable to removing any asphalt and installing grass on the property. The owner has offered to install:

1. Benches at a few spots on the property;
2. A patio table and chair set outside each room;
3. A hanging flower basket outside of each room.

Staff Comments - Landscaping

While the development agreement process allows for the negotiation of aspects contained within the relevant policy it should be noted that the Land Use Bylaw waives the requirement for amenity space in multi-unit buildings when balconies are provided. In the proposed redevelopment, every unit will have an at grade balcony immediately outside their unit. Therefore, if the development was ‘as of right’ the amenity space would not be required.

Furthermore, it is not uncommon for multi-unit residential buildings in downtown urban locations to not provide landscaped open space. In these situations, nearby parks are used for this purpose. Not only do the parks provide amenity space for the local residents, but the increased usage of the parks by the residents provide for a more vibrant atmosphere for those people in the downtown area. This is a key component of the Centre First – Downtown Action Strategy adopted by the Town of Amherst.

Staff Comments – Mr. Ettinger’s Letter

Mr. Ettinger lives adjacent to the subject property, just north of the rear building on Herbert Street.

After the introduction, the first part of the letter addressed the current use (motel and long term rentals) and law enforcement issues. While it is truly unfortunate that there are existing law enforcement issues on the site, strictly speaking, Land Use Planning cannot directly address these issues. I can advise that the current use (motel and long term rentals) is permitted to exist and may continue should the application for the development agreement not be approved. Furthermore, should the development agreement be approved, the number of units on the property will be reduced from 21 to 11, thus reducing the overall traffic on the property. Furthermore, it could be anticipated that the larger renovated units, which will include a kitchen, will be safer than the potential alternative of people trying to cook with inadequate resources.

Mr. Ettinger’s letter then addresses the requirement for ‘new one level apartment buildings in Amherst adhere to set backs providing green space for outdoor enjoyment for the residents while providing properties close by a buffer from these multi-units buildings’. While the above statement is true for such new developments in the Residential zone, these rules do not apply to existing buildings in the Downtown Zone.

Regarding the comments concerning the building code, any and all developments and renovations within the Town must conform to the National Building Code and Nova Scotia Building Code Regulations. While not necessarily required, the proposed development agreement can be amended to state that “Variations from the requirements of this development agreement in relation to the built structures are permitted in order to meet the National Building Code and Nova Scotia Building Code Regulations. Specifically, should non-combustible material be required along the outside walls this material will be permitted, with the design subject to the satisfaction of the Development Officer”.

Regarding the requirement for the front office portion of the building to be used for commercial purposes, the Town does have the authority to require this to be the case. However, given the existing market conditions for small, converted commercial space in the area, it is possible that the space may remain vacant, or attract a business that may not be ideal to the residents of the area.

Section 7.2.3 of the Land Use Bylaw applies to new residential construction in the Residential Zone and does not apply to this development.

Section 8.1.1 of the LUB is intended for new construction, not conversion of existing buildings.

Section 8.5 is a specific commercial zone and not applicable to this location.

Regarding the type of windows along the property lines, the Town may require that casement windows be installed to reduce noise impacts on adjacent properties.

Summary

For reasons cited above, and in the original report, staff are of the opinion that landscaped open space is not required on this property. Outdoor balconies are provided and nearby high quality parks are nearby for the use of the residents.

The buildings are obviously in existence in their current location, and due to the proximity to property lines landscaped buffers cannot be provided, nor are they required by the current polices of the MPS or regulations of the LUB.

The existing use of the building as a motel with both short and long term rentals can continue indefinitely without the benefit of a development agreement. It can be argued that reducing the number of units from 21 to 11 will reduce traffic on the property. Furthermore, the renovations, including doubling the size of the units and the addition of kitchens may result in a safer situation than the potential alternative of people trying to cook with inadequate resources.

Staff have amended the proposed development agreement to include the outdoor amenities mentioned in this report, as well as the requirement for casement windows and reference to the National Building Code and Nova Scotia Building Code Regulations.

Staff recommend that the Planning Advisory Committee recommend that Council enter into the attached development agreement for the existing motel to be converted into an 11 unit apartment complex.

Committee Options:

1. I move that PAC recommend that Council **ENTER** into the attached development agreement for the existing motel to be converted into an 11 unit apartment complex.
2. I move that PAC recommend that Council **DO NOT** enter into the attached development agreement for the existing motel to be converted into an 11 unit apartment complex.
3. Recommend that Council enter into a modified development agreement.





Case No. DA-2018-01

This Agreement made this _____ Day of _____ 2018.

Between:

Jack Van Der Donk (Owner of property located at 150 East Victoria Street [PIDs 25343187 & 25005224], hereinafter called the "Owner")

of the one part

- and-

The Town of Amherst (a body corporate hereinafter called the "Town")_

of the other part.

WHEREAS the Owner wishes to obtain permission pursuant to Policy CP-15 of the Municipal Planning Strategy of the Town of Amherst, to convert a 15-unit motel into a 10-unit motel with 6 dwelling units on properties located at 150 East Victoria Street (PIDs 25343187 & 25005224.

AND WHEREAS a condition of the granting of approval of Council is that the Owner enter into an agreement with the Town;

AND WHEREAS the Council of the Town, at its meeting on the ____ Day of _____ 2018, approved the said development agreement subject to the registered owner of the land described herein entering into this agreement;

AND WHEREAS the following Schedules shall be attached to and form part of this Agreement:

- (a) Schedule 'A' - Terms and Conditions
- (b) Schudule 'B' – Site Map
- (c) Schedule 'C' - Building Floor Plans

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the granting by the Town of the development agreement requested by the Owner, the Owner agrees as follows:

- 1) That the Owner is the registered owner of the aforesaid lands in the Town of Amherst, hereinafter called the Lands. The aforesaid Lands are the only lands in the Town of Amherst to which this agreement applies, and the Lands are illustrated in the plan shown on Schedule B attached hereto and forming part of this agreement.
- 2) That the owner may convert the existing 15-unit motel to a 10-unit motel and a 6-unit apartment complex, subject to the following Schedules A and B, attached.

- 3) Nothing in this Agreement shall exempt or be taken to exempt the Owner or any other person from complying with the requirements of any Bylaw of the Town applicable to the Property (other than the Land Use Bylaw to the extent varied by this Agreement) or any Provincial or Federal statute, act, or regulation.
- 4) Any failure of the Town to insist upon strict enforcement of any requirements or conditions contained in this agreement shall not be deemed a waiver of any rights or remedies that the Town may have and shall not be deemed a waiver of any subsequent breach or default in the conditions or requirements contained in this Agreement.
- 5) Should the Owner fail to act in accordance with any aspect of this agreement, the Town shall retain the right to discharge the agreement upon 30 days notification and / or enter the property and conduct the required work. The cost of the said work will become a lien on the property tax bill.
- 6) The Town shall issue the necessary Development Permit for the development upon expiration of the appeal period specified for Development Agreements under Section 249 of the Municipal Government Act, as the same may be amended from time to time, or upon the withdrawal or dismissal of any appeal which may be taken.
- 7) The Agreement shall be binding upon the parties hereto and their heirs, executors, administrators, successors and assigns, and shall run with the land which is the subject of this Agreement until such time as it is discharged by the Town in accordance with Section 229 of the Municipal Government Act.

SIGNED, SEALED AND DELIVERED

in the presence of

FOR THE TOWN OF AMHERST

David Kogon
Mayor

Gregory D. Herrett, CA
Chief Administrative Officer

FOR THE OWNER
Jack Van Der Donk

Schedule A

150 East Victoria Street - Development Agreement

Terms and Conditions:

1. The use of the property shall be limited to a 10-unit motel and a 6-unit apartment dwelling in a 2-building complex.
2. The bulk and height of the buildings shall not be altered, and the character of the apartment buildings shall remain largely the same.
3. Solid waste management shall be in conformance with the Town of Amherst Solid Waste Bylaw.
4. A minimum of 17 parking spaces shall be maintained on the site.
5. All driveway and parking areas shall be maintained with asphalt and kept clear of snow, and shall otherwise be unobstructed at all times so as to be passable by emergency vehicles.
6. All areas not used for buildings, parking or driveways shall be landscaped with grass or other manicured vegetation. Existing overgrown vegetation on the property shall be removed to the satisfaction of the Development Officer.
7. No outdoor storage shall be permitted on the property.
8. Exterior lighting shall be carefully designed to not shine directly onto adjacent properties.
9. The exterior rear wall of the lower building, including the foundation, shall be scraped and painted prior to August 1, 2018.
10. The subject properties, including buildings, shall be kept in good repair, and be continuously maintained to be aesthetically pleasing.
11. The existing office space at the front of the building may be used for the administrative purposes of the apartment complex as well as laundry facilities for residents of the complex.
12. A minimum of 2 benches and/or 2 patio and chair sets shall be provided out of doors for the residents of the property.
13. Variations from the requirements of the development agreement in relation to the built structures are permitted in order to meet the Nation Building Code and nova Scotia Building Code requirements. Specifically, should non-combustible material be required along the outside walls this material will be permitted, with the design subject to the satisfaction of the Development Officer.

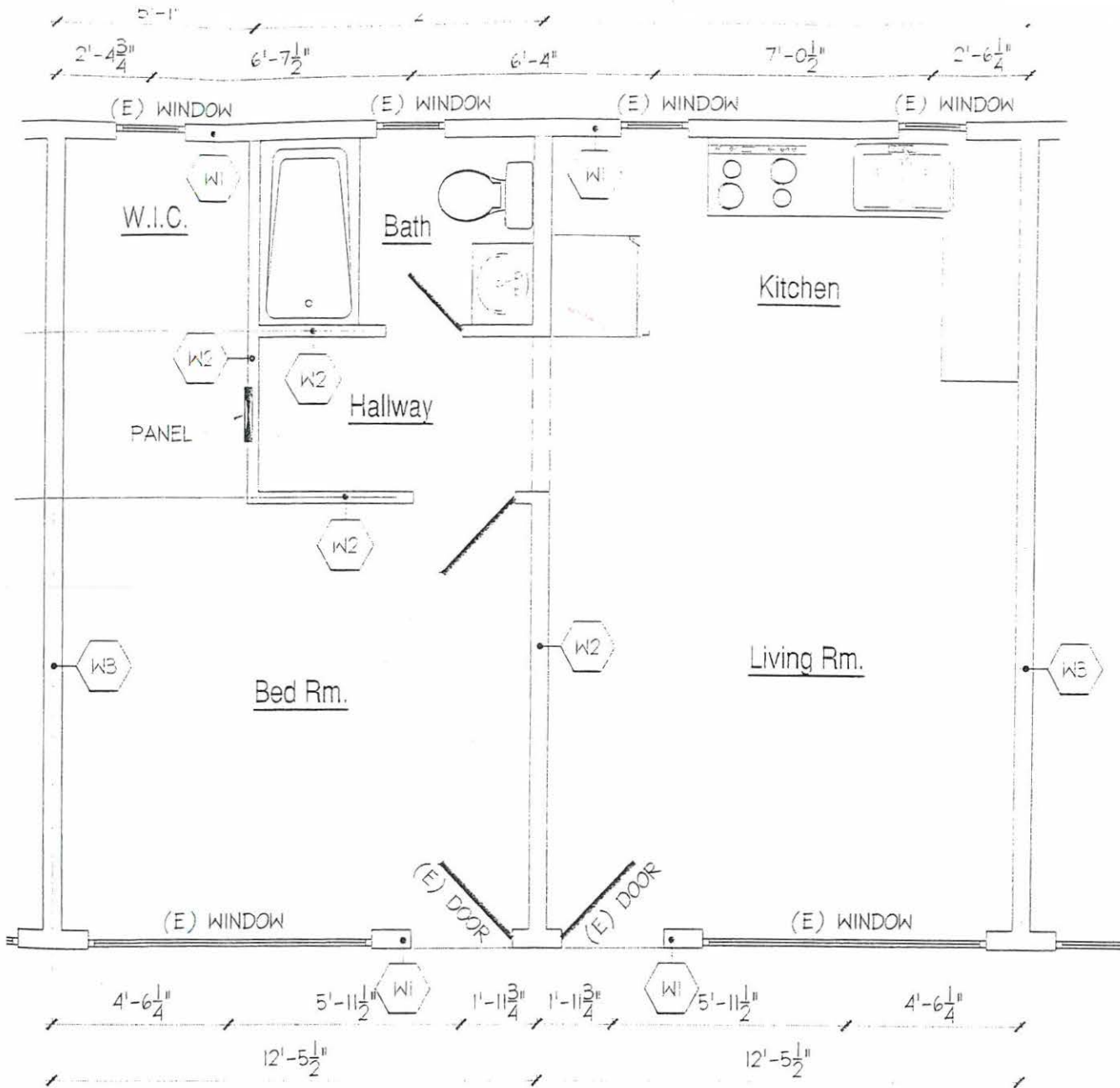


Schedule B

150 East Victoria Street



Schedule "C"



NOTE:

INSTALL 5/8" TYPE X DRYWALL ON CEILING. OR A FIRE RATED PARTITION IS TO BE CONSTRUCTED FROM TOP OF EXISTING WALL TO UNDERSIDE OF ROOF DECKING. OWNERS CHOICE

MAIN FLOOR PLAN

477 SQ.FT.



W2 INTERIOR WALL

- EXISTING DRYWALL
- EXISTING STUDS
- EXISTING DRYWALL

W3 RENOVATED DEMISING WALL ESTIMATED STC=51 F.R. =1 HR