



Town of Amherst
Planning Advisory Committee Meeting
Agenda

Date: **Tuesday, April 2, 2024**
Time: **4:30 pm**
Location: **Council Chambers, Town Hall**

	Pages
1. Call to Order	
1.1 Territorial Acknowledgement	
“I would like to acknowledge that our gathering today is taking place in (MEEG-MA-GEE), the traditional, unceded and ancestral territory of the Mi’kmaw people. I would also like to acknowledge that Nova Scotia has another unique people. These are the Indigenous Blacks of Nova Scotia whose legacy and contributions date back over 400 years predating confederation of this land. We are all treaty people.”	
2. Approval of Agenda and Acceptance of Minutes	
2.1 Approval of the Agenda	
2.2 Acceptance of the Minutes - February 13, 2024	1 - 2
3. Election of Chair and Vice Chair	3 - 7
4. Dolan Property Development Agreement Application	
4.1 Staff Report / Presentation	8 - 66
5. 13 Industrial Park Drive Rezoning Application	
5.1 Staff Report / Presentation	67 - 79
6. 38 Cornwall Street	
6.1 Demolition Report	80 - 85
6.2 Committee Questions to Staff	
6.3 Owner Comments - Questions from Committee	

7. Adjournment

**Town of Amherst
Planning Advisory Committee
Minutes**

Date: February 13, 2024
Time: 4:30 pm
Location: Council Chambers, Town Hall

Members Present Ronald Wilson, Citizen Representative, Chair
Councillor Hal Davidson, Vice Chair
Councillor Leon Landry
Councillor Charlie Chambers
Creighton McCarthy, Citizen Representative

Members Regrets Jim Lamplugh, Citizen Representative

Staff Present Jason MacDonald, Chief Administrative Officer
Torben Laux, Planner
Emily Wainwright, Dangerous/Unsightly Premises Administrator
Natalie LeBlanc, Municipal Clerk
Cindy Brown, Administrative Assistant

1. Call to Order

The Chair called the meeting to order.

1.1 Territorial Acknowledgement

The Chair gave the Territorial Acknowledgement.

2. Approval of Agenda and Acceptance of Minutes

2.1 Approval of the Agenda

Moved By: Councillor Davidson

Seconded By: Creighton McCarthy

That the Agenda of the Planning Advisory Committee meeting of February 13, 2024 be approved as circulated.

Motion Carried

2.2 Acceptance of the Minutes - January 8, 2024

The Chair called for any errors or omissions in the minutes. There being none, the minutes of the January 8, 2024 meeting of the Planning Advisory Committee were accepted as included in the agenda package.

3. Staff Reports / Presentations

3.1 Demolition Report - 48 York Street

Emily Wainwright presented the issue of 48 York Street (PID: 25003070) of its lack of maintenance and how the building was in serious disrepair and had partly collapsed. She discussed her inspection reports showing the various structural, safety and health concerns with the building, included in the agenda package.

3.2 Committee Questions to Staff

Moved By: Councillor Landry

Seconded By: Councillor Chambers

That the Planning Advisory Committee order that the building at 48 York Street (PID: 25003070) be demolished, the contents removed and sorted in a safe manner, and back fill the hole within 30 days of this meeting, with all work to be done by the property owner. Failure by the property owner to do the work will result in the Town completing the work and sending all contents of the building to an appropriate solid waste facility, with all costs charged to the property owner's tax account.

Motion Carried

3.3 Owner Comments/Questions from Committee

The owner of 48 York Street (PID: 25003070) was not present for the meeting.

4. Adjournment

The Chair adjourned the meeting.

Natalie LeBlanc
Municipal Clerk

Ronald Wilson
Chair

MEMORANDUM

To: Planning Advisory Committee
From: Natalie LeBlanc, Municipal Clerk
Date: April 2, 2024
Subject: Election of Chair and Vice Chair

The Planning Advisory Committee Policy states that the Election of Chair and Vice-Chair shall be held at the first meeting of each fiscal year. Should there be more than one nomination, there shall be an election by secret ballot.

The Committee will be asked to select and appoint a member to hold the office of Chair and Vice-Chair at the meeting.

TITLE: Planning Advisory Committee Policy
SECTION: Planning and Development
POLICY NO: 66000-01

APPROVAL DATE: March 27, 2023

CAO Signature: 

PURPOSE:

The purpose of this policy is to establish a Planning Advisory Committee in accordance with Section 200 of the *Municipal Government Act*.

ROLE OF COMMITTEE

1. The role of a Planning Advisory Committee is to advise Council respecting the preparation or amendment of the Town's Municipal Planning Strategy, Land Use Bylaw and Subdivision Bylaw as well as general land use planning matters.
2. The duties assigned to the Committee, pursuant to this policy, shall only be carried out by the Committee.
3. In addition to the duties of the Committee pursuant to Section 200 of the *Municipal Government Act* and pursuant to the Heritage Properties Bylaw, the Committee will also act as the Heritage Advisory Committee.
4. In addition to the duties of the Committee pursuant to Section 200 of the *Municipal Government Act*, the Planning Advisory Committee will also undertake the duties assigned to it pursuant to the Dangerous or Unightly Premises Policy of the Town of Amherst.

MEMBERSHIP

5. The Council shall appoint members of the Planning Advisory Committee by resolution in March of each year as required.
6. Membership shall include three members of Town Council and three members of the public who are residents of the Town of Amherst.
7. The term for member appointments may be up to two years, and members may be re-appointed to the Committee.
8. An advertisement for the public member(s) shall be placed in the local newspaper and on Town of Amherst social media. It is the intention to have members with a diverse background; however, members with a planning, architecture, engineering or other similar background will have some preference.

TITLE: Planning Advisory Committee Policy
SECTION: Planning and Development
POLICY NO: 66000-01

9. At the beginning of the first meeting of each fiscal year the Committee will elect a chairperson as well as a vice-chairperson. Terms for such shall be one year. The chairperson and vice-chairperson may be re-elected.

STAFF RESOURCES

10. The Director of Planning and Strategic Initiatives, along with the Clerk, will be responsible for all functions of the Committee including:
 - a. Calling meeting;
 - b. Taking minutes;
 - c. Distribution of reports and other information as required;
 - d. Public notification as required;
 - e. Providing Committee motions to the Chief Administrative Officer for inclusion on the Council agenda.
11. Where additional information or work is required of staff by the Committee the Director of Planning and Strategic Initiatives will be responsible for prioritizing staff resources, in conjunction with the Chief Administrative Officer when required.
12. Meetings are to be attended by the Director of Planning and Strategic Initiatives, or designate, as well as the Clerk, or designate. At the discretion of the Director of Planning and Strategic Initiatives, other staff may be invited / asked to attend as well. Standing invitations to Committee meetings will be given to the Chief Administrative Officer.

MEETINGS

13. Meetings will be automatically scheduled for the first Monday of every month. Meetings will commence at 4:30 PM unless otherwise informed.
14. Meeting times may be changed when appropriate by the Chairperson in consultation with the Director of Planning and Strategic Initiatives.
15. Meetings may be cancelled by the Chairperson in consultation with Director of Planning and Strategic Initiatives when there are no agenda items.
16. All meetings are open to the public as per Section 203 of the *Municipal Government Act*, unless the Committee, by a majority vote, moves a meeting in private to discuss matters permitted by the *Act*.

TITLE: Planning Advisory Committee Policy
SECTION: Planning and Development
POLICY NO: 66000-01

17. The date, time and location of Committee meetings shall be posted on the Town's social media.
18. An agenda package will be provided to all Committee members and staff no later than 4:30 PM, two business days prior to the meeting. When and if possible, information that will be included as part of the agenda package will be provided to the Committee prior to this to give them more time to review the information.

ROLES AND RESPONSIBILITIES

Title/Role	Responsibilities
Director of Planning & Strategic Initiatives	Ensure the policy is kept up to date. In consultation with the Chair and the Clerk, cancel meetings when there are no agenda items.
Clerk	Advertise for citizen appointments as required.
Council	Appoint members, review the policy as required.

For Administrative Use Only:

VERSION LOG

Amendment Description	Policy Owner	Approved By	Approval Date
Title changes, changes to when appointments are made and how long they may be for	Clerk, LeBlanc	Council	March 27, 2023

Minutes reference date: 27 March 2006; 29 November 2010; 24 October 2011; March 24, 2014; 22 January 2015

MEMO

TO: Planning Advisory Committee

FROM: Andrew Fisher, Director of Planning & Strategic Initiatives

DATE: April 2, 2024

RE: **Development Agreement – Dolan Property Development**

PROPOSAL

An application by Stephanie Mah Trottier of Shaw Group Limited for a development agreement (DA) to allow the development of property at 105 Church Street, known locally as the Dolan Property. The development agreement covers a 20-acre portion of the 123-acre property, representing phase 1 of the development, which falls within the boundaries of the Town of Amherst.

BACKGROUND INFORMATION

The attached application briefing provides the site details, neighborhood context, and building proposal details. The developer proposes a multi-phase residential development containing a full range of housing types from single-detached dwellings, to cluster housing, to apartment buildings. One of the main focuses of the developer is to test unique development types that are affordable or attainable, yet promote social cohesion. Smaller lots and yard setbacks reduce the amount of costly street infrastructure to service each dwelling unit. Clustered semi-detached and townhouses, also called ‘pocket communities’, arranged around a central open space are intended to promote social interaction, increase security and community cohesion. The developer is also focused on reducing costs through standardized and modular construction methods.

The flexibility needed to allow this development is not provided for in the town’s Land Use Bylaw (LUB). The attached Development Agreement could be considered as a LUB within a development agreement. It contains four ‘Areas’, described as follows:

General Residential Area – permits single and semi-detached, townhouses and multi-unit dwellings with up to 4 units. This area does not allow cluster developments.

Cluster Residential Area – permits clustered and non-cluster developments, but no multi-units.

Multiple Residential Area – permits all residential types, including apartment buildings with up to 44 units.

Parks & Open Spaces Area – this area sets aside lands dedicated for public open space.

The DA also provides for other uses typical of residential developments such as Home-Based Businesses, daycares, care facilities, etc.

As noted above, this DA is subject to a 20-acre portion of the 123-acre property that is entirely within the town boundary. This DA is being sought now to enable the goal of achieving approximately 30-40 dwelling units completed by the spring of 2025. While there is a master plan of the entire property, development beyond the scope of this DA is dependent upon the Town and the County of Cumberland reaching an agreement with respect to municipal servicing.

RELEVANT POLICIES

1. Residential Policies (RP)

RP-9 (Medium and High Density By Development Agreement)

Within the Residential Designation, it shall be the intention of Council to ensure medium and high density residential development occur in a manner compatible with a low density residential neighbourhood. Specifically, Council shall require that all residential developments greater than 4 dwelling units per property, be subject to a Development Agreement. In negotiating such an agreement Council shall:

- (a) ensure that the structure is located on the lot in such a manner as to limit potential impacts on surrounding low density residential developments;*
- (b) ensure that the development provides sufficient on-site parking, and appropriate access to, and egress from the street;*
- (c) ensure that the location of parking facilities does not dominate the surrounding area, including the utilization of vegetation and fences to mitigate the aesthetic impacts of parking lots;*
- (d) ensure that any on site outdoor lighting does not negatively impact the surrounding properties;*
- (e) ensure that any signage on the property is sympathetic to the surrounding residential properties;*
- (f) require the use of vegetation to improve the aesthetic quality of the development;*
- (g) ensure that the architecture of the building is sympathetic to any existing development in the surrounding area.*

The proposed development would have a mix of single and multi-unit homes, providing sufficient on-site parking but located so that it does not impact the intended purpose of a community feel and providing enough green space with amenities to improve the aesthetic quality of the development, therefore, satisfying this policy.

RP-11 Affordable Housing

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; and,*
- (d) cooperating with Federal and Provincial Governments to facilitate affordable housing within the town.*

This development is characterized as a mix of housing types and densities, and is intended to provide affordable and/or 'attainable' home ownership.

RP-12 (Residential Area Design)

It shall be the intention of Council to ensure that new residential areas:

- (a) provide for the efficient use of land;*
- (b) provide for the efficient and economic extension of existing water, storm sewer and sanitary sewer systems and other utilities;*
- (c) incorporates a hierarchy of streets that efficiently and safely accommodates traffic flows and proper access to other areas of Town;*
- (d) provides for the efficient and safe movement of pedestrians and cyclists;*
- (e) minimizes adverse effects on the environment;*
- (f) provides for parks and other community uses in safe and central locations.*

The proposal satisfies this policy as the land will be used efficiently, extension of water, storm sewer and sanitary will be added and will safely accommodate traffic flow.

2. General Land Use and Development Policies (GP)

GP-7 Compatibility

It shall be the intention of Council to allow a mix of compatible land uses to minimize their impacts by:

- (a) requiring adequate buffering and setbacks;*
- (b) screening development by the use of visual barriers; and,*
- (c) regulating the location of parking, storage buildings and other accessory uses or facilities.*

The draft DA addresses all relevant aspects of this policy.

GP-8 Density

It shall be the intention of Council to allow development at a density appropriate to the overall desired character of the town.

The density of this development is appropriate to the overall characteristics of its surrounding area.

3. Municipal Service Policies (MS)

MS-2 (Service Capacity)

It shall be the intention of Council to require that new municipal water, sanitary sewer and storm sewer services be built to a capacity capable of providing service to undeveloped lands beyond the immediate development area, when the development of such an area is dependant upon use of said services.

It shall further be in the intention of Council to pay the incremental cost of such excess capacity and to recoup such costs upon development of the undeveloped lands outside the immediate development.

The Operations Department have reviewed this proposal and confirmed that municipal services can accommodate this development.

4. Recreation Policies

R-21 High Density Open Space

It shall be the intention of Council to require multiple unit residential properties to provide usable open space for the use of residents on the site.

The proposal is generally in keeping with this policy.

5. Implementation Policy

A-5 (Amendment Criteria)

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.*

The proposal meets the intent of the relevant town bylaws and regulations. In terms of subsection (b), there would be no significant burden on the Town's finances. The street network and town water, sanitary and storm sewer services can accommodate the development. With regard to subsection (c), the proposed use does not conflict with the existing uses in the neighborhood and the dimensions fit other existing developments in the area. Parking and traffic generation is not to be an issue for the area.

DISCUSSION & CONCLUSION

Staff feel the draft DA is in keeping with the general intent of the relevant policies of the MPS. The proposal has the potential to have a significant positive impact not just for the Town of Amherst by addressing the shortage of suitable and affordable housing. This development is appropriate for the area in terms of its height, bulk, and general built form.

The following decision options are therefore put forward:

OPTIONS:

Option One: Recommend that Council enter into the Development Agreement for the Dolan Property Development as drafted.

Option Two: Recommend that Council not enter into the Development Agreement for the Dolan Property.

Option Three: Defer a decision and request additional information and /or changes to the proposal.

STAFF RECOMMENDATION: Option One.

Public Participation Opportunity

Development Agreement to Permit the Construction of a mix of single detached and multi-unit dwellings

March 27, 2024



Disclaimer

These applications are not the Town's proposal. It is a property owner's right to make an application for a development agreement or a zoning map amendment. No approval or decisions have been made.

Introduction

Aim

To ensure public involvement in the planning process, particularly on development proposals that require a development agreement and/or an amendment to any of the existing planning documents.

Objectives

Explain the concept of “development agreement” and how it is administered in the Town of Amherst.
Describe the proposal and outline the relevant land use bylaws and policies.

Development Agreement

What is a Development Agreement (DA)?

A development agreement is a legally binding contract between a property owner and the Town that stipulates standards, design requirements, terms and conditions to which the property owner must adhere.

Aspects of a development that may be addressed in this agreement include:



Architectural Design

Parking

Landscaping

Drainage

A development agreement may also influence the use, of fencing and other similar site features to ensure the matter is addressed adequately, stipulate how the project should be phased, enforce certain special requirements, and require the developer to make contribution towards funding public infrastructure.

Development Agreement Process

1. **Public Participation Opportunity** is where a summary of the proposal and relevant policies to consider is provided. The proponent is invited to attend and the public is invited to provide input.
2. The Planning Advisory Committee (PAC) considers a recommendation to Council based on a summary of the Public Participation Opportunity meeting and a staff report.
3. Council considers First Reading of the agreement and schedules a Public Hearing.
4. Council considers Second Reading, and if approved, notice is placed in local media providing 14-days to appeal the decision.
5. If no appeals are received the agreement is executed and Building Permits can be issued, subject to agreement terms.

*All meetings of the PAC and Council are open to the public.

The final decision to enter into a development agreement or amend a planning document rests on the town Council and must be reasonable in keeping with the intent of the Municipal Planning Strategy.

Development Agreement Process



Application Details

Applicant/ Owner: Stephanie Mah Trottier, Shaw Group Limited

Summary of Proposal: Construction of a residential development containing a maximum of 200 dwelling units within a mix of single detached, cluster and multi-unit dwellings.

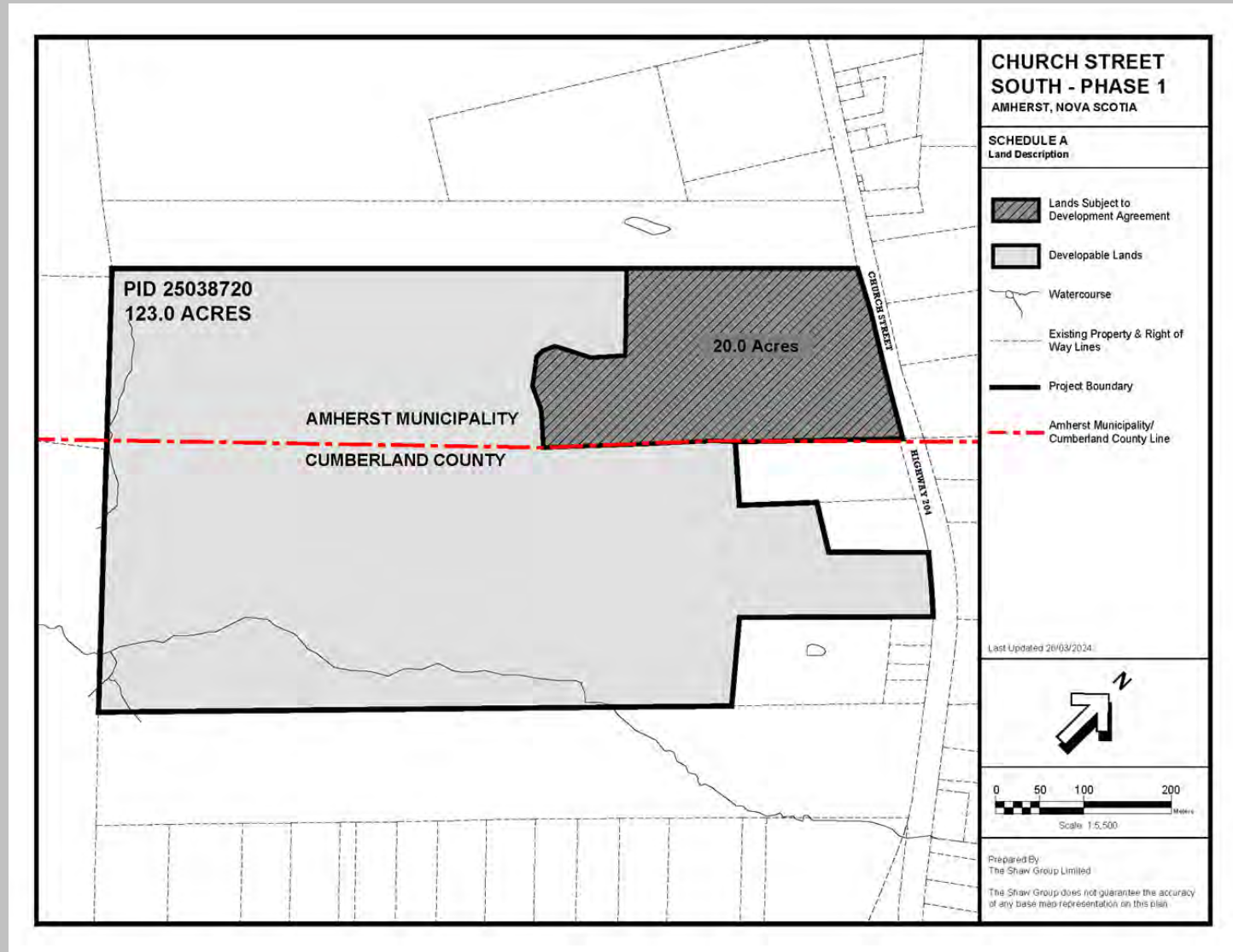
Location: PID 25038720 (Dolan Property), 305 Church St.

Total Property Area: 124 acres
Area Subject to DA: 20 acres

Existing Zoning: Highway Commercial Zoning

Existing Land Use: Vacant - open field and forested

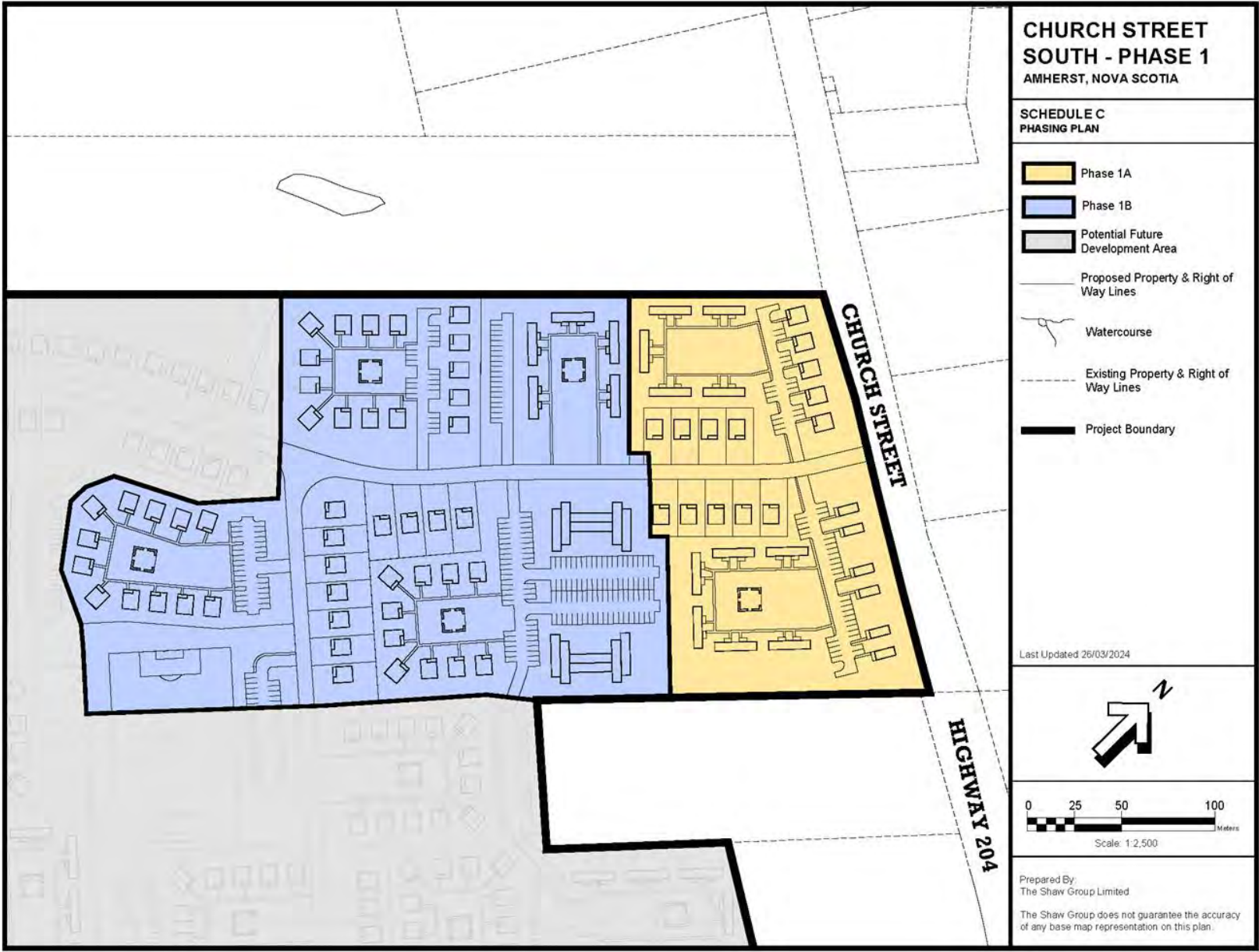
Street Frontage: 219m (in Town), 80m (in County) along Church Street



Neighbourhood Context

- The subject property is located on the boundary of The Town of Amherst and Cumberland County.
- Immediately surrounded by vacant pasture and forested land.
- To the north, Brentwood Estates (Leased Land Community), a commercial storage facility and a 98-bed care facility (under construction) are nearby.





CHURCH STREET SOUTH - PHASE 1

AMHERST, NOVA SCOTIA

SCHEDULE B CONCEPT PLAN

LEGEND

- General Residential 
- Cluster Residential 
- Multiple Residential 
- Park 
- Project Boundary 
- County/Town Line 



Last Updated 26/03/2024



Prepared By:
The Shaw Group Limited

The Shaw Group does not guarantee the accuracy of any base map representation on this plan.

**CHURCH STREET
SOUTH - PHASE 1**
AMHERST, NOVA SCOTIA

**SCHEDULE D
PARKLAND PLAN**

P# Parkland - Area to be improved by developer

#m Park Frontage

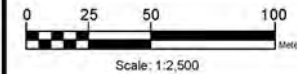
Proposed Property & Right of Way Lines

Watercourse

Existing Property & Right of Way Lines

Project Boundary

Last Updated 26/03/2024



Prepared By:
The Shaw Group Limited

The Shaw Group does not guarantee the accuracy of any base map representation on this plan.



Renderings



#seewhyweloveit

Renderings



#seewhyweloveit

Renderings



#seewhyweloveit

Multi-unit Example



#seewhyweloveit

Renderings



#seewhyweloveit

Relevant Planning Bylaws & Policies

1. General Land Use and Development Policies

GP-7 (Compatibility)

It shall be the intention of Council to allow a mix of compatible land uses and to minimize their impacts by:

- (a) requiring adequate buffering and setbacks;
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GP-8 (Density)

It shall be the intention of Council to allow development at a density appropriate to the overall desired character of the town.

Relevant Planning Bylaws & Policies

2. Residential Policies

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Within the Residential Designation, it shall be the intention of Council to ensure medium and high density residential development occur in a manner compatible with a low density residential neighbourhood. Specifically, Council shall require that all residential developments greater than 4 dwelling units per property, be subject to a Development Agreement. In Agreement. In negotiating such an agreement Council shall:

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- (b) ensure that the development provides sufficient on-site parking, and appropriate access to, and egress from the

Relevant Planning Bylaws & Policies

2. Residential Policies

RP-11 (Affordable Housing)

It shall be the intention of Council to encourage and promote the provision of affordable housing units within all residential residential area of town by: (a) encouraging a mix of housing types and densities.

RP-12 (Residential Area Design)

It shall be the intention of Council to ensure that new residential areas:

- (a) provide for the efficient use of land;
- (b) provide for the efficient and economic extension of existing water, storm sewer and sanitary sewer systems and other and other utilities;
- (c) incorporates a hierarchy of streets that efficiently and safely accommodates traffic flows and proper access to other other areas of Town;
- (d) provides for the efficient and safe movement of pedestrians and cyclists;
- (e) minimizes adverse effects on the environment;
- (f) provides for parks and other community uses in safe and central locations.

Relevant Planning Bylaws & Policies

3. Municipal Services

MS-2 (Service Capacity)

It shall be the intention of Council to require that new municipal water, sanitary sewer and storm sewer services be built to a capacity capable of providing service to undeveloped lands beyond the immediate development area, when the development of such an area is dependent upon use of said services.

It shall further be in the intention of Council to pay the incremental cost of such excess capacity and to recoup such costs upon costs upon development of the undeveloped lands outside the immediate development.

4. Recreation Policies

R-21 High Density Open Space

It shall be the intention of Council to require multiple unit residential properties to provide usable open space for the use of residents on the site.

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5. Implementation Policy

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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:

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 - (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.

Church Street

Amherst, NS

March 27, 2024

Stephanie Mah Trottier B.Sc, MES, LPP
Director of Design & Sustainability
Clayton Developments
E: smah@claytondev.com
C: 902 471 9592



Pocket Communities

19 Chikory Ln
Bedford, Nova Scotia
Google Street View
Nov 2022



New Glasgow, NS
Under Construction



Halifax,
NS

Traditional
pocket style
development

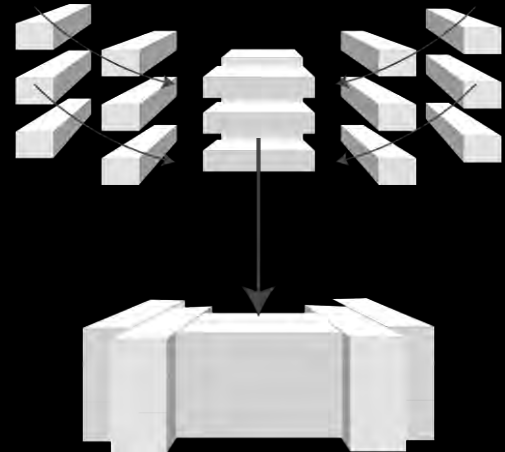
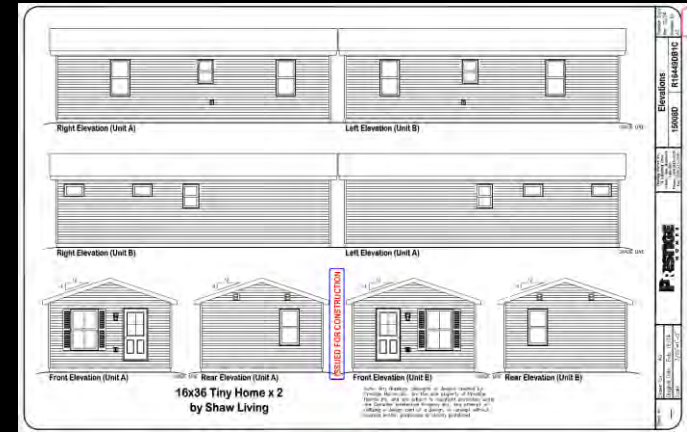
Pocket Communities



- Walkways → • Increased interactions with neighbours
- Grouped Parking → • Easy to engage in active/social outdoor activities
- Communal Green Space → • Community oriented focus
- Homes Face Inward → • Increased sense of security
- Front Porches → • Enables low effort social interactions
- Small Building Footprints → • Encourages use of communal space

Cost Reduction

- Standardized Construction
 - Hybrid homes
 - 8 – 10 weeks
 - SOPs
- Modular Innovation
 - 8 – 10 business days
 - Diverse products
- Reduced Infrastructure





Thank You!

COLOUR CODING:

SECTION # OR Detail to confirm at final draft

SCHEDULE # to confirm at final draft

TOWN OF AMHERST

Draft Development Agreement

Between:

The Shaw Group Limited.

And

Town of Amherst, Nova Scotia

To permit a master planned development, including residential, and open space uses on lands located along [Highway 204/Church Street], Nova Scotia and identified as PID 25038720.

Original agreement approved by Municipal Council on the ____ day of _____, 2024.

Signed and entered into this ____ day of _____, 2024.

This Agreement made this ____ day of _____, 2024.

BETWEEN:

THE SHAW GROUP LIMITED, of Halifax, Nova Scotia,

hereinafter called the “**DEVELOPER**,”

OF THE FIRST PART;

- and -

THE TOWN OF AMHERST, hereinafter called the “**TOWN**”, a body corporate pursuant to the *Municipal Government Act* (SNS 1998, c. 18), having their chief place of business at Amherst Nova, Nova Scotia

OF THE SECOND PART.

WHEREAS the **DEVELOPER** is the registered owner of certain lands, approximately 123 acres, located at Church Street, , referenced by PID 25038720, a 20.09 acre portion of which is within the Town of Amherst and which said lands are more particularly described in Schedule “A” to this Agreement, hereinafter called the **LANDS**;

AND WHEREAS the **DEVELOPER** has requested that the **TOWN** enter into a development agreement to allow for a **residential subdivision on the LANDS pursuant to the provisions of the *Municipal Government Act***;

AND WHEREAS the **LANDS** are located within the zone known as the Highway Commercial Zone and residential developments over four units are only permitted by development agreement;

AND WHEREAS the Council of the **TOWN** at its meeting held the ____ day of _____, 2024, approved the **DEVELOPER’S** request to enter into a development agreement **subject to Policies RP-9, of the** Municipal Planning Strategy **for the *Town of Amherst*** to permit the development of a master planned community including residential and open space uses, hereinafter called the **DEVELOPMENT**, subject to the registered owners of the **LANDS** entering into this agreement;

AND THEREFORE in consideration of the covenants, promises and agreements contained herein, the Parties agree as follows:

TABLE OF CONTENTS

PART 1: GENERAL REQUIREMENTS AND ADMINISTRATION	4
PART 2: DEFINITIONS	5
2.1. Words Not Defined under this Agreement	5
2.2. Definitions Specific to this Agreement	5
PART 4: GENERAL DESCRIPTION OF LAND USE, SUBDIVISION & DEVELOPMENT PROVISIONS	6
4.1. Schedules	6
4.2. Site Preparation	6
4.3. Land Use	6
PART 5: DETAILED PROVISIONS FOR LAND USE	7
5.1. Land Use Requirements	7
5.2. Single Unit Dwellings	7
5.3. Semi-Detached Dwellings	8
5.4. Townhouse Dwellings	8
5.5. Cluster Housing	8
5.6. Multiple Unit Dwellings	9
5.7. Accessory Dwelling Units	9
5.8. Accessory Structures	10
5.9. Home-Based Businesses	10
5.10. Parkland	10
5.11. Parking and Bicycle Parking Requirements and Standards	10
PART 6: General Provisions	11
6.1. Landscaping	11
6.2. Encroachments	11
6.3. Height Exemptions	12
6.4. Corner Lot Sight Triangle	12
6.5. Watercourse Buffer	12
6.6. Ungulates, Fowl and Rabbits	12
6.7. Electric Vehicle Charging	12
6.8. Temporary uses	12
6.9. Signs	12
PART 7: SUBDIVISION OF THE LANDS	13
PART 8: STREETS AND MUNICIPAL SERVICES	13
PART 9: AMENDMENTS	14
PART 10: REGISTRATION, EFFECT OF CONVEYANCES AND DISCHARGE	15
PART 11: ENFORCEMENT AND RIGHTS AND REMEDIES ON DEFAULT	15

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.

1.1.2 If any provision of this agreement is held to be invalid by a decision of a court of competent jurisdiction, that decision shall not affect the validity of the remaining portions of this agreement.

1.2. Applicability of Land Use Bylaw & Subdivision By-law

1.2.1. All provisions of the underlying Land Use Bylaw(s), as amended, shall not apply to the development of the Lands.

1.2.2. The Town Subdivision Bylaw shall apply to this development.

1.3. Variances Permitted

1.3.1. The Development Officer may grant a variance to the requirements of this agreement, as provided for in the *Municipal Government Act* s.235 (1) and 235 (2), and will be considered to be enabled by the Land Use By-law to vary the matters prescribed in the *Municipal Government Act*, including:

- a) percentage of land that may be built upon;
- b) size or other requirements relating to yards;
- c) lot frontage or lot area, or both;
- d) number of parking spaces required;
- e) height of a structure;
- f) floor area occupied by a home-based business;
- g) height and area of a sign.

1.4. Permit Application Requirements

1.4.1. Every application for a development permit shall be made in writing on standard forms.

1.4.2. The application for a development permit shall include:

- a) the signature of the registered land owner or their duly authorized agent;
- b) a statement of the proposed use of the land;
- c) a statement of the estimated commencement and completion date of development;
- d) a site plan; and
- e) any other information required by this Development Agreement.

1.4.3. Site plans prepared for a development permit application shall be drawn to an appropriate scale and showing information as required by the Development Officer, such as, but not limited to:

- a) the dimensions of all lots for which development is proposed;
- b) identification of abutting streets and private roads;
- c) identification of rights-of-ways and easements within the subject property;
- d) proposed location, height, and dimensions of any building, structure, or work for which the permit is applied;
- e) location of every building or structure already erected on or partly on the subject property, and the approximate location of every building within 10 metres of the subject property on contiguous lots;
- f) existing and proposed services;
- g) location of existing and proposed solid waste storage areas;
- h) proposed location and dimensions of parking spaces, loading spaces, driveways, and landscaping areas;
- i) north arrow, scale, date of drawing, and identity of drawing author; and

- j) Where necessary to determine conformance with this Development Agreement, the Development Officer may require the applicant to provide additional information at the necessary level of detail and, if necessary, prepared by the appropriate professional.

1.5. Multiple Uses Permitted

- 1.5.1. Multiple main uses may locate on the same lot or in the same building. Where any land or building is used for more than one main use all provisions of this agreement relating to each use shall be satisfied.

1.6. Multiple Main Buildings Permitted

- 1.6.1. Unless otherwise prohibited in this agreement, any number of main buildings may locate on the same lot, subject to applicable requirements.

1.7. Nova Scotia Building Code Requirements

- 1.7.1. Nothing in this agreement shall exempt the Developer from complying with the requirements of the Nova Scotia Building Code.

1.8. Development Permits

- 1.8.1. Unless otherwise stated in this agreement, no person shall undertake a development within the Lands without first obtaining a development permit from the Development Officer.
- 1.8.2. Development permits shall expire within 1 year from the date issued if not commenced.
- 1.8.3. Notwithstanding **Section 1.8.1**, no development permit is required for the following:
- a) Home office uses;
 - b) Renovations or alterations to a structure that do not result in a change in volume or gross floor area, change in the number of dwelling units, or a change in use of the structure;
 - c) Fences less than 1.85 m in height;
 - d) Signs less than 0.2 m² in area where signs are permitted;
 - e) Up to two accessory structures on a lot, each less than 20 m² in area and less than 4.5 metres in height; with a maximum total lot coverage of **40%**
 - f) A change in the grading of land or vegetation;
 - g) Public and private utilities located within the street right-of-way;
 - h) Temporary greenhouses or other such temporary crop structures.

PART 2: DEFINITIONS

2.1. Words Not Defined under this Agreement

- 2.1.1. All words unless otherwise specifically defined herein shall have their customary meaning apply.

2.2. Definitions Specific to this Agreement

- 2.2.2.** The following words with a specific meaning used in this agreement shall be defined in **Schedule G**.

PART 3: GENERAL DESCRIPTION OF LAND USE, SUBDIVISION & DEVELOPMENT PROVISIONS

3.1. Schedules

3.1.1. The following Schedules form a legally binding portion of this agreement:

- Schedule A Legal Description of the Lands – PID 25038720
- Schedule B Land Use Concept Plan
- Schedule C Phasing Plan
- Schedule D Parkland Plan
- Schedule E Trail & Transportation Plan
- Schedule F Road Cross-Sections
- Schedule G Definitions

3.1.2. Notwithstanding **Section 3.1.1**, remaining lands are shown for contextual purposes only. Remaining lands are subject to a future development agreement or by amendment to this agreement.

3.1.3. The Developer shall develop the Lands in a manner, which, in the opinion of the Development Officer, generally conforms with **Schedules B, C, D, and E** and the terms of this agreement.

3.1.4. Notwithstanding **Section 3.1.3**, the Development Officer may permit the following variations to information shown on **Schedules B, C, D, and E**, such as but not limited to:

- a) the location, addition, or reduction of General Residential areas;
- b) the location, addition, or reduction of Cluster Residential areas;
- c) the location or addition of Multiple Residential areas;
- d) shifting of exact location of the street and transportation network, provided that essential connections are maintained.

3.2. Site Preparation

3.2.1. A development permit may be issued for temporary construction uses on the Lands in accordance with the **Permitted Land Use Table (4.1.1 f)** and **Section 5.8**. A building shall be permitted on the Lands for the purpose of housing equipment, materials and office related matters relating to the construction of the development.

3.2.2. The commencement of site preparation, clearing, excavation, blasting activities, stockpiling, or grubbing for each Phase or portion thereof, may take place prior to the approval of any Plan of Subdivision within the Lands.

3.3. Land Use

3.3.1. The use(s) of the Lands permitted by this Agreement are the following:

- a) A residential development as enabled by this Agreement and as generally illustrated on the Schedules; and
- b) Use of the Lands in the development shall be limited to the uses identified in the **Permitted Land Use Table**.
- c) The maximum number of dwelling units shall not exceed 200 units total, excluding any accessory dwelling units from this calculation.

PART 4: DETAILED PROVISIONS FOR LAND USE

4.1. Land Use Requirements

4.1.1. The use of land is regulated as follows:

- a) The first row of the **Permitted Land Use Table** lists the Land Use Categories as shown on Schedule B;
- b) The first column of the **Permitted Land Use Table** lists each use;
- c) A black dot (●) within the **Permitted Land Use Table** indicates that the use in that row is permitted in the area of that column;
- d) The absence of a black dot (●) or a white circle containing a number in black text (e.g., ①), indicates that the use in that row is prohibited in the area of that column;
- e) Where a use is defined in Schedule G, the definition may be deemed to include any similar use, at the discretion of the Development Officer.

f) PERMITTED LAND USE TABLE

Use	General Residential Area	Cluster Residential Area	Multiple Residential Area	Parks & Open Spaces Area
Accessory dwelling units	● accessory to single unit dwelling			
Backyard Suite Use	●			
Cluster Housing Uses		●	⑤	
Daycare Facility Use			●	
Home Office Use	●	●	●	
Home-Based Business Use	●	② accessory to single unit dwelling		
Home-Based Daycare Use	●	② accessory to single unit dwelling		
Model suite uses	●	●	●	
Multiple unit dwellings	⑥ up to 4 units		●	
Park Use	●	●	●	●
Residential Facility Use			●	
Secondary Suite Uses	●	② accessory to single unit dwelling		
Semi-detached dwellings	●	③	③	
Single unit dwellings	●	②	②	
Townhouse dwellings	●	④	④	
Temporary Construction Use	●	●	●	●
Temporary Use	●	●	●	●
Utility uses	●	●	●	●



Use is permitted.



Use is permitted subject to the Single Unit Requirements – see Section 4.2.



Use is permitted subject to the Semi-Detached Requirements – see Section 4.3.



Use is permitted subject to the Townhouse Requirements – see Section 4.4



Use is permitted subject to the Cluster Residential Area – see Section 4.5



Use is permitted subject to the Multiple Residential Requirements – See Section 4.6

4.2. Single Unit Dwellings

4.2.1. No subdivision approval or development permit shall be granted for any single unit dwelling development except in accordance with the following provisions:

- a) Minimum lot frontage: 9.7 m, or 6.1 m at the outer edge of a curve.
- b) Minimum lot area: 275 m²
- c) Minimum front yard: 3 m
- d) Minimum rear yard: 2.4 m
- e) Minimum side yard: 1.2 m
- f) Minimum flanking yard: 5 m
- g) Maximum building height: 16 m

- h) Properties with lot frontage equal to or greater than 15.24 m may contain a backyard suite use. One additional parking space shall be provided for an accessory dwelling unit if provided.
- i) A development permit may be issued to permit multiple main buildings that are single unit dwellings on a lot, provided the property could be subdivided into separate lots, each containing one of the dwellings, with resulting lots in compliance with the above minimum provisions.

4.3. Semi-Detached Dwellings

4.3.1. No subdivision approval or development permit shall be granted for any semi-detached dwelling development except in accordance with the following provisions:

- a) Minimum lot frontage: 7.8 m per dwelling unit or 6.1 m at the outer edge of a curve.
- b) Minimum lot area: 230 m² per dwelling unit
- c) Minimum front yard: 3 m
- d) Minimum rear yard: 2.4 m
- e) Minimum side yard: 1.2 m, or 0 m for a common wall
- f) Minimum flanking yard: 5 m
- g) Maximum building height: 16 m
- h) A development permit may be issued to permit multiple main buildings that are semi-detached dwellings on a lot, provided the property could be subdivided into separate lots, each containing one of the dwellings, with resulting lots in compliance with the above minimum provisions.

4.4. Townhouse Dwellings

4.4.1. No subdivision approval or development permit shall be granted for any on-street townhouse dwelling development except in accordance with the following provisions:

- a) Minimum lot frontage – interior units: 4.8 m, or 4.1 m at the outer edge of a curve.
- b) Minimum lot frontage – end units: 6.0 m, or 4.1 m at the outer edge of a curve.
- c) Minimum lot area – interior units: 130 m² per dwelling unit
- d) Minimum lot area – end units: 180 m² per dwelling unit
- e) Minimum front yard: 3 m
- f) Minimum rear yard: 2.4 m
- g) Minimum side yard: 1.2 m, or 0 m for a common wall
- h) Minimum flanking yard: 5 m
- i) Maximum building height: 16 m
- j) Maximum number of attached units: 8 dwelling units
- k) A development permit may be issued to permit multiple main buildings that are townhouse dwellings on a lot, provided the property could be subdivided into separate lots, each containing one of the dwellings, with both resulting lots in compliance with the above minimum provisions.

4.5. Cluster Housing

4.5.1. No subdivision approval or development permit shall be granted for any Cluster Housing development except in accordance with the following provisions. This development style is intended to accommodate multiple mains on one lot, therefore, the following subdivision requirements apply to the larger lot and not for individual units:

- a) Minimum lot frontage: 12 m
- b) Minimum lot area: 270 m² per unit
- c) Minimum front yard: 3 m
- d) Minimum rear yard: 2.4 m
- e) Minimum side yard: 6 m
- f) Minimum flanking yard: 5 m

- g) Minimum separation between buildings: 3.6 m, or 0 m along a common wall
- h) Maximum building height: 16 m
- i) Walkways 1.2 m wide must connect parking areas to individual units. Walkways may be constructed of crusher dust, asphalt, hard-surface pavers, or concrete.
- j) Where cluster developments abut parkland, a pedestrian connection must exist to provide access to the parkland.

4.6. Multiple Unit Dwellings

4.6.1. No subdivision approval or development permit shall be granted for any multiple unit dwelling development except in accordance with the following provisions:

- a) Minimum lot frontage: 8 m
- b) Minimum lot area: 95m² per unit m²
- c) Minimum front yard: 3 m
- d) Minimum rear yard: 2.4 m
- e) Minimum side yard: 3.0 m
- f) Minimum flanking yard: 5 m
- g) Maximum building height: 4 habitable storeys (excluding Underground parking, common/ amenity areas, elevator overruns and rooftop amenity areas)
- h) A development permit may be issued to permit multiple main buildings that are multiple unit dwellings on a lot, provided the property could be subdivided into separate lots, each containing one of the buildings, with both resulting lots in compliance with the above minimum provisions.

4.6.2. Any multiple unit dwelling development shall conform to the following architectural design requirements:

- a) No multiple unit dwelling development shall have more than 44 units in a building.
- b) Propane tanks and electrical transformers and all other exterior utility boxes shall be located and secured in accordance with the applicable approval agencies. These facilities shall be screened by means of opaque fencing, structural walls or view obstructing landscaping.
- c) Multiple residential buildings and associated parking shall be screened from adjacent existing or proposed single family dwellings by means of opaque fencing, structural walls or view obstructing landscaping.
- d) Exterior grade shall be no more than 1.0 m below the top of exposed concrete foundation wall facing the street.

4.6.3. Multiple Unit Building containing 20 units or more units shall provide 20 m² per unit of amenity space and is subject to the following requirements:

- a) Amenity space may include a combination of balconies, indoor recreation rooms, saunas, sundecks, patios, tennis courts, swimming pools, storage units for residents, as well as any landscaped open area. For further clarity, landscaped open area shall include, but is not limited to grassed yards and walkways.
- b) Where a dwelling unit is provided with a balcony at least 4 m² in floor area, the 20 m² amenity space requirement shall be waived.
- c) Amenity Space shall not include any parking areas, hallways, foyers, utility rooms, or laundry areas.

4.7. Accessory Dwelling Units

4.7.1. Only one accessory dwelling shall be permitted on a lot, accessory to a single unit dwelling, as either a secondary suite or backyard suite use.

4.7.2. A secondary suite shall be limited to 100 m².

4.7.3. No development of a backyard suite use may take place unless the backyard suite use meets the yard requirements of a single unit dwelling.

4.7.4. No development permit shall be granted for any backyard suite use except in accordance with the following provisions:

- a) Minimum lot frontage: 15.24 m
- b) Minimum separation distance from the main building: 2.8 m measured wall-to-wall

- c) Maximum habitable floor area shall not exceed:
 - i. the floor area of the main building, or
 - ii. 100 m², whichever is less.

4.7.5. A Backyard suite may not be located between a single unit dwelling and the front lot line.

4.8. Accessory Structures

4.8.1. Accessory uses, buildings and structures shall be permitted in any designation within the agreement, but shall not:

- a) be used for human habitation except where permitted as an accessory dwelling unit;
- b) be built closer than 1.2 m to any lot line except for Balconies & Attached Decks, Fences, and common semi-detached garages which may be centred on the mutual side lot line;
- c) exceed 12 m in height;
- d) in the case of accessory buildings, be built within 1.8 m of a main building; and
- e) be considered an accessory building if attached to the main building through common walls.

4.9. Home-Based Businesses

4.9.1. Nothing in this By-law shall prevent the use of a portion of any dwelling unit or building accessory to a dwelling unit as personal home office or studio for residents of the dwelling unit provided the personal office or studio is either is intended to be visited by a maximum of one person at a time. These are considered home offices, not considered home-based business, and do not need additional parking or a permit.

4.9.2. Home-based businesses which employ up to 1 non-resident employee shall have a maximum gross floor area of 33% of the home (excluding home-based day cares which do not have a maximum gross floor)

4.9.3. Permitted home-based businesses include:

- a) Office uses
- b) Craft project workshop
- c) Day care for 6 or fewer dependants
- d) Personal service shop
- e) Pet grooming

4.9.4. No outdoor storage or display is permitted for any home-based business.

4.10. Parkland

4.10.1. Parkland dedication shall be a minimum of 5% of the total of newly subdivided areas, less right of way, and not including remainder lands shall be deeded to the municipality at completion of Phase 1B. This shall be deemed to satisfy the Parkland Requirements of the Subdivision By-law.

4.11. Parking and Bicycle Parking Requirements and Standards

4.11.1. For every building or structure to be erected or enlarged, off-street parking located within the same lot as the use and having unobstructed access to a public street shall be provided and maintained in conformity with the following **Minimum Parking Supply Requirements Table** following:

MINIMUM PARKING SUPPLY REQUIREMENTS TABLE	
Type of Building	Minimum Parking Required
Any Permitted Residential Use Not Specified Below:	1 parking space per unit
Residential Facility Use:	0.5 parking spaces per four bedrooms
Home-Based Businesses (excluding Home-Based Daycares):	1 space (in addition to that required for the dwelling)
Home-Based Daycares:	2 spaces (in addition to that required for the dwelling)
Home Office Use:	No requirement
Park and Open Space Uses:	No requirement

- 4.11.2. Handicapped parking stalls shall be provided as required by the *Nova Scotia Building Code Regulations*.
- 4.11.3. Individual parking spaces shall have minimum dimensions of 2.4 m x 5.48 m except in the case of handicap parking which shall comply with the requirements of the *Nova Scotia Building Code Regulations*.
- 4.11.4. Parking lots containing more than 6 stalls shall meet the following requirements:
- a) If the parking area is located between a main building and a street, a marked pedestrian pathway shall be provided between the street and the main entrance of the main building. The pedestrian pathway shall be a minimum 1.2 metres wide;
 - b) the width of a driveway leading to a parking or loading area, or aisle in a parking area, shall be a minimum width of 3.0 m for one-way traffic and 6.0 m for two-way traffic.
- 4.11.5. For every building or structure to be erected or enlarged, off-street bicycle parking shall be located within the same lot as the use, and shall be provided and maintained in conformity with the following **Minimum Bicycle Parking Supply Requirements Table** following:

MINIMUM BICYCLE PARKING SUPPLY REQUIREMENTS TABLE

Type of Building	Minimum Bicycle Parking Required
Multiple Unit Dwellings:	6 bicycle parking spaces per building with more than 20 dwelling units.

- 4.11.6. Required bicycle parking racks shall be one or more of the following types:
- a) A ground-affixed rack such as a grid bike rack;
 - b) inverted-U rack; or a
 - c) post-and-ring rack that is a minimum of 0.90 metres in height;

PART 5: General Provisions

5.1. Landscaping

- 5.1.1. All disturbed areas not used for structures, parking, walkways, shall be landscaped. Such landscaping shall consist, at a minimum, of sod or hydroseed, but may also include decorative grasses, trees, shrubs, flowers, mulch, ponds, decorative pavers, or other similar materials.
- 5.1.2. A minimum of two trees per lot shall be planted within a Cluster Residential use development.
- 5.1.3. Notwithstanding **Sections 5.1.1 and 5.1.2**, the development officer may grant a occupancy permit without fulfilling landscaping requirements if the Developer provides a financial guarantee, performance bond, or security in the amount equal to the estimated cost of the landscaping. Said financial guarantee, performance bond, or security will be remitted if the work is completed by the developer within a year.

5.2. Encroachments

- 5.2.1. Unless otherwise indicated in a particular zone, every part of any setback required by this By-law shall be open and unobstructed by any structure, with the exception of fences and the structures listed in the **Permitted Encroachments Table** below, which shall be permitted to encroach into or over the specified setback for the distances as specified.

PERMITTED ENCROACHMENTS TABLE

Structure	Yard in which encroachment is permitted	Distance of permitted encroachment
Chimneys, fire place bump outs, cantilevers and decorative features	Any	0.6 m
Window bays	Any	1.0 m
Balconies, enclosed or roofed decks, porches, patios, and verandas, steps, stairs	Front & Rear	2.5 m
Carport	Side	Up to 1.0 m from lot line
Fire Escapes	Rear and Side	2.5 m
Barrier Free access ramps	Any	2.5 m

5.3. Height Exemptions

5.3.1. Requirements for maximum building height shall not apply to water tanks, flag poles, chimneys, and tree houses.

5.4. Corner Lot Sight Triangle

5.4.1. On a corner lot, no fence, sign, hedge, shrub, bush or tree, or any other structure, vehicle, or vegetation shall be erected, placed, or permitted to grow to a height greater than 0.6 metres above grade within the corner lot sight triangle.

5.5. Watercourse Buffer

5.5.1. All development shall be prohibited within 15 m from the ordinary high-water mark of all provincially confirmed watercourses.

5.5.2. Notwithstanding **Section 5.5.1**, the following uses are permitted within the watercourse buffer:

- a) utility uses,
- b) public streets and infrastructure,
- c) fences,
- d) park uses, and
- e) trails.

5.6. Ungulates, Fowl and Rabbits

5.6.1. The keeping of ungulates and fowl on the lands is not permitted.

5.7. Electric Vehicle Charging

5.7.1. Nothing in this By-law shall prevent the installation of an electric vehicle charging station where the station is for the exclusive domestic use of a dwelling unit, and shall not have to meet any setback requirements.

5.7.2. Charging stations for electric vehicles that are not for the exclusive use of a dwelling unit shall be permitted in all areas, and shall not have to meet any setback requirements.

5.8. Temporary uses

5.8.1. The Development Officer may issue a development permit in any zone for temporary uses and uses and structures, including temporary construction uses.

5.9. Signs

5.9.1. The following signs are permitted in this development and do not require a development permit, if they are not internally illuminated:

- a) Signs showing the civic number of a building provided such signs do not individually exceed 0.2 m² in sign area.
- b) Signs showing the name of a resident or an occupier provided such signs do not individually exceed 0.2 m² in sign area.
- c) "No Trespassing" signs or other signs regulating the use of a lot provided such signs do not individually exceed 0.2 m² in sign area, unless otherwise directed by a public authority.
- d) Real estate signs that advertise the sale, rental or lease of the premises provided such signs do not individually exceed 0.6 m² in sign area.
- e) Signs regulating or denoting on-premises traffic or parking, or other signs denoting the direction or function of various parts of a building or premises, provided that such signs do not individually exceed 0.5 m² in sign area.
- f) Signs incidental to construction and within the area of such construction and erected only during the period of construction, provided such signs do not individually exceed 10 m² in sign area.
- g) Election signs.

- 5.9.2. Signs for a Home-Based business use or Home-Based Daycare use shall be permitted without a development permit subject to the following requirements:
- a) A maximum of one sign is permitted for each street having frontage for the lot;
 - b) Signs shall not be placed on or attached to a roof;
 - c) Each sign shall not exceed 0.61 square metres in area;
 - d) Any free-standing sign shall not exceed a height of 1.2 metres; and
 - e) Signs shall not be internally illuminated.
- 5.9.3. Two free-standing signs shall be permitted on the Lands to denote the community or subdivision name.
- a) The locations of such signs shall require the approval of the Development Officer and Development Engineer and be located on private property outside of the street-right-of-way.
 - b) The maximum height of any such sign inclusive of support structures shall not exceed 4.6 m and the face area of any sign shall not exceed 5.5 m².
 - c) All such signs shall be constructed of natural materials such as wood, stone, brick, enhanced concrete or masonry.
- 5.9.4. All other signs are prohibited.

PART 6: SUBDIVISION OF THE LANDS

- 6.1.1. Subdivision applications shall be submitted to, and approved by the Development Officer in accordance with the following terms and conditions:
- a) Phasing of Subdivision shall generally conform with **Schedule C**.
 - b) Final subdivision approval for a phase shall not be granted until final approval has been granted for the previous phase or as enabled by this agreement;
 - c) The Development Officer may grant final subdivision approval for partial phases of the development;
 - d) Notwithstanding **6.1.1 b) and 6.1.1 c)**, the development officer may grant final subdivision approval for a phase prior to granting final approval for the previous phase if the Developer submits a financial guarantee, performance bond, or security in an amount equal to 110% of the estimated cost of uncompleted services or if the Town Engineer determines that the portion of the incomplete phase is non-essential to the greater service network.
 - e) Notwithstanding **6.1.1 a) and 6.1.1 b)** the Development Officer, in consultation with the Development Engineer and other jurisdictions having authority where required, may authorize variations to the order of phasing, and allow development of concurrent or partial phases.

PART 7: STREETS AND MUNICIPAL SERVICES

7.1. General Provisions

- 7.1.1. The design and construction of Municipal roads and service systems shall meet the requirements established with the Infrastructure Development Standards of the Town except as varied by this agreement.
- 7.1.2. No more than 300 dwelling units shall be serviced by a single public road access.

7.2. Off-Site Disturbance

- 7.2.1. 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 Town Engineer.

7.3. Streets

- 7.3.1. Streets, sidewalks, walkways and trails shall generally conform to the locations and alignments illustrated on **Schedule E** and be built in accordance with the road cross-sections within **Schedule F** unless otherwise approved by the Town Engineer.

- 7.3.2. The Developer shall be permitted to vary the Municipal Requirements to enable development of rights-of-way based on the cross-sections shown in **Schedule F**. The Town Engineer may permit variation of both the Municipal Requirements and cross-sections shown in Schedule F of this agreement.
- 7.3.3. Unless otherwise agreed to by the Developer and Development Officer in consultation with the Town Engineer, the developer shall be responsible for installing sewer and water lines, and base asphalt of the noted width at their expense; and the Town shall be responsible to install curb, sidewalks, multi-use path, top lift asphalt, street/traffic signs at their expense.
- 7.3.4. Provided that the Town Engineer and the Development Officer agree, the developer may construct and install curb, sidewalks, multi-use path, and top lift asphalt, and be reimbursed by the Town for the cost of construction.
- 7.3.5. Further to **section 7.3.3**, the road design may be revised to implement a ditched drainage system in lieu of curb and gutter provided that pedestrian connectivity is maintained, and the Developer, Town Engineer, and Development Officer agree.
- 7.3.6. Where any private driveway is proposed to service more than one building, a note shall be placed on the subdivision plan indicating that the Town does not own or maintain the private driveway.

7.4. Utilities

- 7.4.1. Utility uses are permitted in all areas, including municipal water, wastewater and stormwater systems, linear utility infrastructure such as, but not limited to, electric transmission lines or gas pipelines.
- 7.4.2. Uses and structures immediately related to the operation of adjacent utility infrastructure shall be permitted as accessory uses. Such accessory uses may include, but are not limited to, electric transformers, pumps and lift stations, control centres, and maintenance sheds for on-site maintenance.
- 7.4.3. There are no minimum lot frontage, area or setback requirements for any utility use permitted by this Section.
- 7.4.4. Stormwater infrastructure located on private property shall be owned and maintained by the property owner.
- 7.4.5. No subdivision approvals shall be granted for any phase of the Development unless:
 - a) the Town Engineer is satisfied that existing Municipal service systems have sufficient capacity; or
 - b) the Developer has entered into an agreement with the Town for construction of the necessary upgrades.

PART 8: AMENDMENTS

8.1. Non-Substantive Amendments

- 8.1.1. Any non-substantive amendment to either the terms of this agreement or to any Schedules shall be reviewed and a decision made by the Development Officer.
- 8.1.2. The following items are considered by all parties to be non-substantive:
 - a) Amendments to the development standards in **Part 4** of this agreement.
 - b) Amendments to **Section 2.4 c)** to permit a change in the maximum number of overall dwelling units, provided that there is servicing capacity, and does not exceed 110% of dwelling unit maximum **per Section 2.4 c)**.
 - c) Amendments related to the definitions in **Schedule G**, and associated amendments to enable any added uses to the Permitted Land Use Table.

8.2. Substantive Amendments

- 8.2.1. Any substantive amendment to either the terms of this agreement or to any Schedules shall be subject to the amendment procedures set out in the Municipal Government Act.
- 8.2.2. Amendments to any matters not identified under **Section 8.1** shall be deemed substantive.

8.3. Future Amendments

- 8.3.1. Further to **Section 8.1, Section 8.2 and Section 8.3**, where amendments apply to a single or limited number of parcels, the owners of the applicable parcels shall be signatories to the amending agreement, where all parcels are subject to the amendments, all land owners shall be signatories.

PART 9: REGISTRATION, EFFECT OF CONVEYANCES AND DISCHARGE

9.1. Registration

- 9.1.1. 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 and the Developer shall incur all costs in recording such documents.

9.2. Subsequent Owners

- 9.2.1. 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.
- 9.2.2. 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).

PART 10: ENFORCEMENT AND RIGHTS AND REMEDIES ON DEFAULT

10.1. Enforcement

- 10.1.1. The Developer agrees that any officer appointed by the Town 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 Town 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.

10.2. Failure to Comply

- 10.2.1. If the Developer fails to observe or perform any conditions of this Agreement after the Town has given the Developer 90 days written notice of the failure or default, then in each such case:
- a) The Town 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 defense based upon the allegation that damages would be an adequate remedy;
 - b) The Town 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 Municipal Government Act;
 - c) The Town 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 to the provisions of the Land Use Bylaw;
 - d) In addition to the above remedies, the Town reserves the right to pursue any other remedy under the Municipal Government Act or Common Law in order to ensure compliance with this agreement.

IN WITNESS WHEREOF the parties hereto for themselves, their successors and assigns have hereunto set their hands and seals as of the day and year first above written.

SIGNED, SEALED AND DELIVERED
in the presence of:

IN WITNESS WHEREOF the parties hereto for themselves, their successors and assigns have hereunto set their hands and seals as of the day and year first above written.

SIGNED AND DELIVERED
in the presence of:

The Shaw Group Limited
Developer

Witness

The Shaw Group Limited

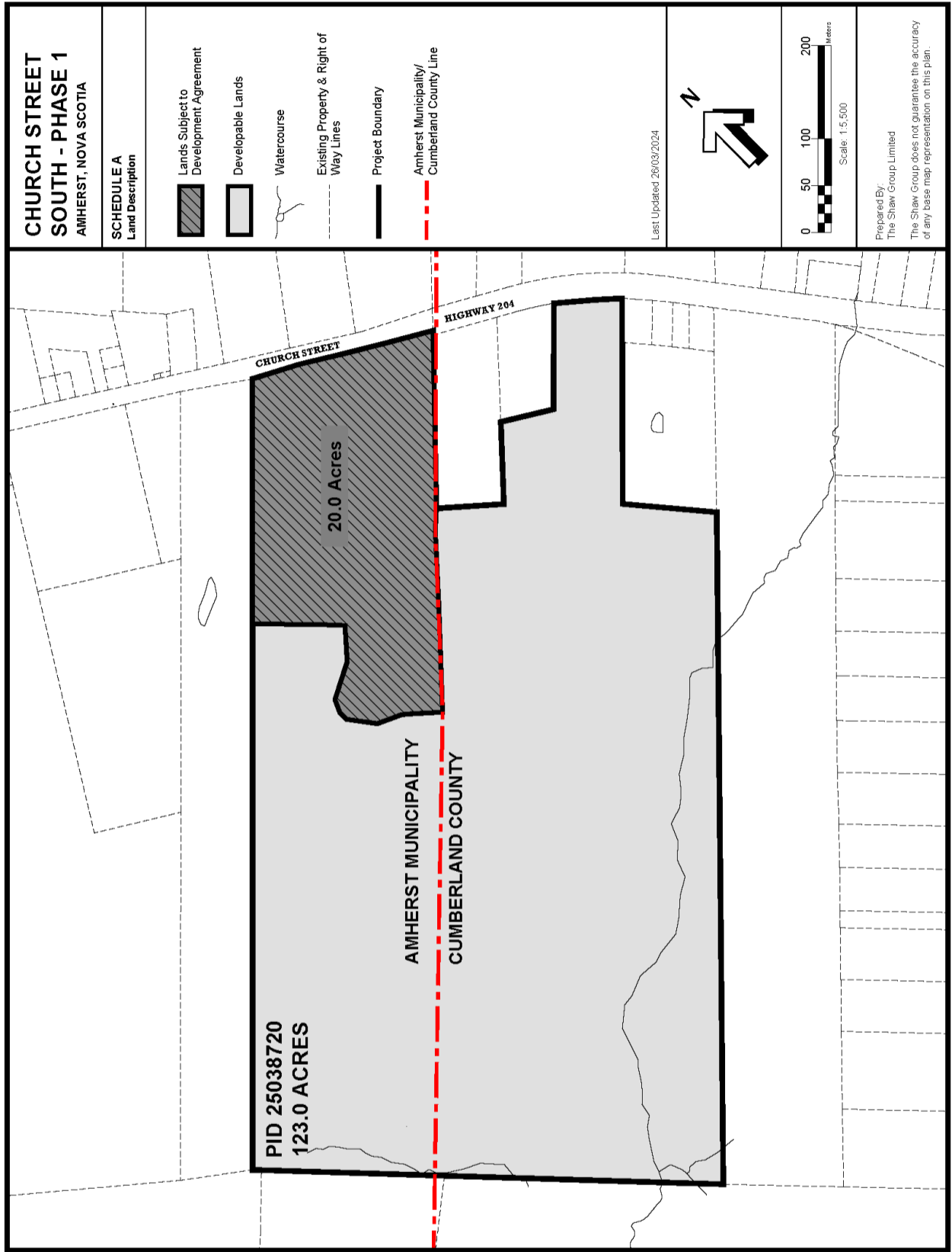
Province of Nova Scotia, **County of Halifax.**

On this ____ day of _____, 2024, before me, the subscriber personally came and appeared _____, a subscribing witness to the foregoing agreement, who having been by me duly sworn, made oath and said **that [names]**, CAO & Municipal Clerk, signing authority for the Town of Amherst, one of the parties thereto, signed, sealed and delivered the same in his/her presence.

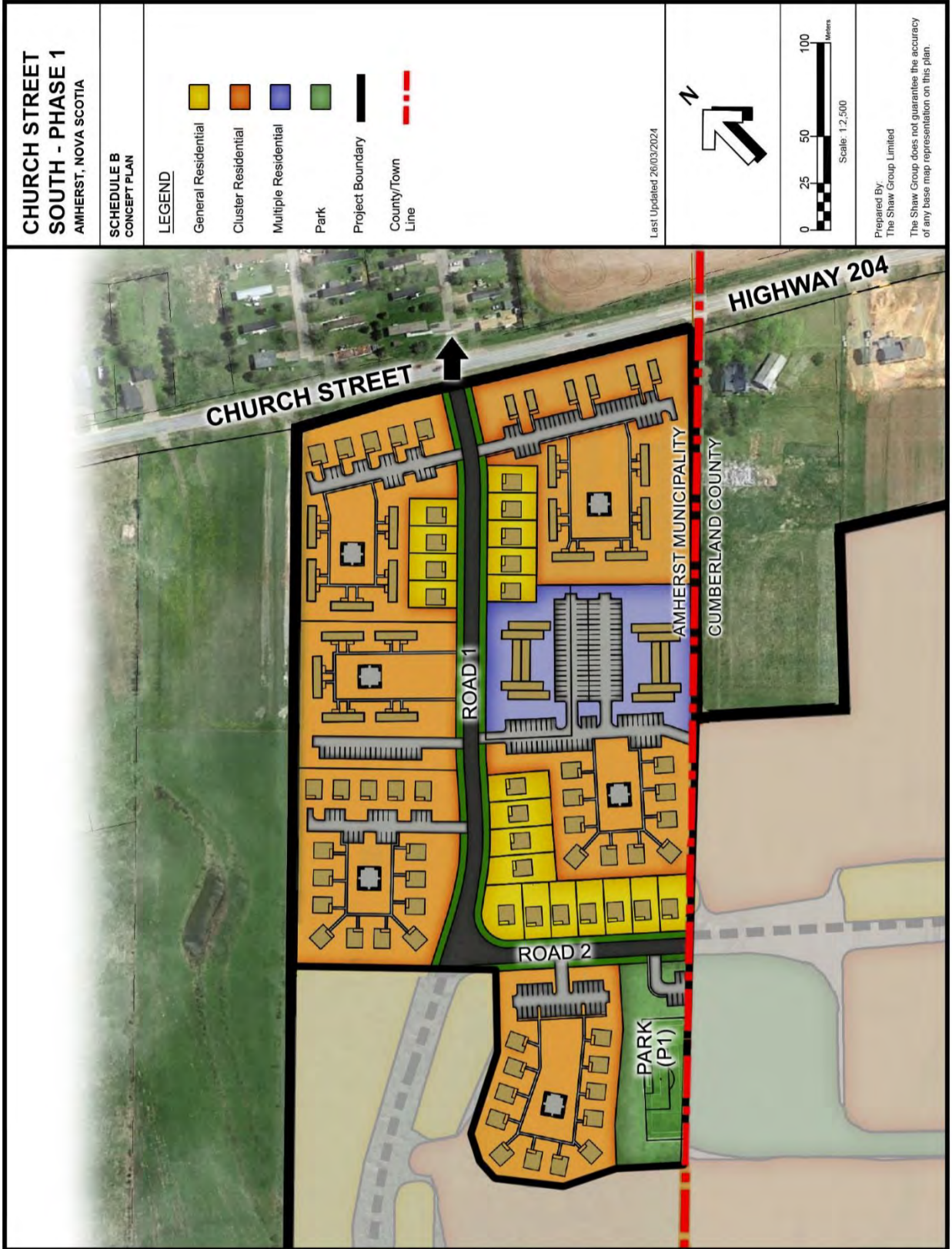
A Commissioner of the Supreme
Court of Nova Scotia

SCHEDULE A – Land Description

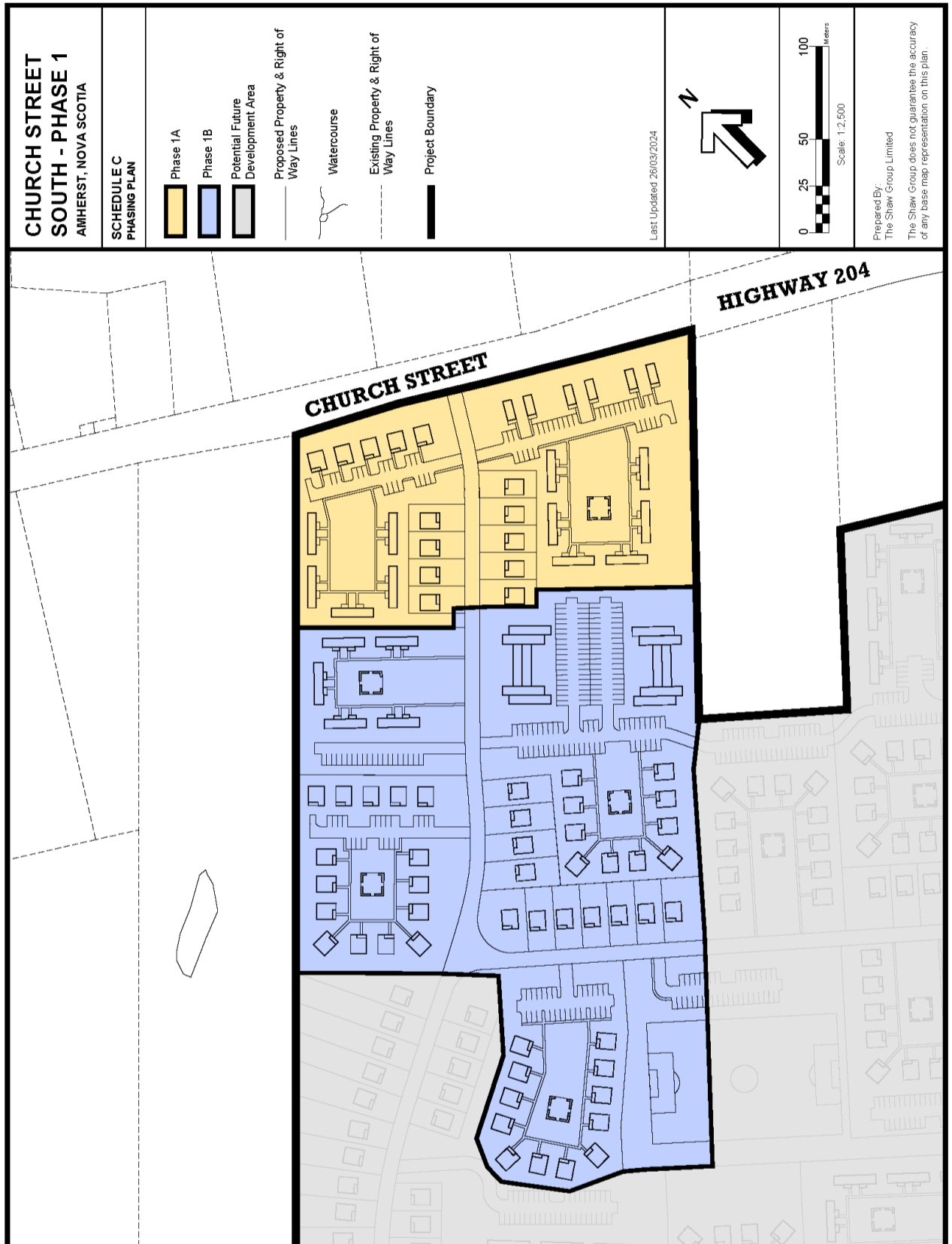
TEXT DESCRIPTION TO BE ADDED



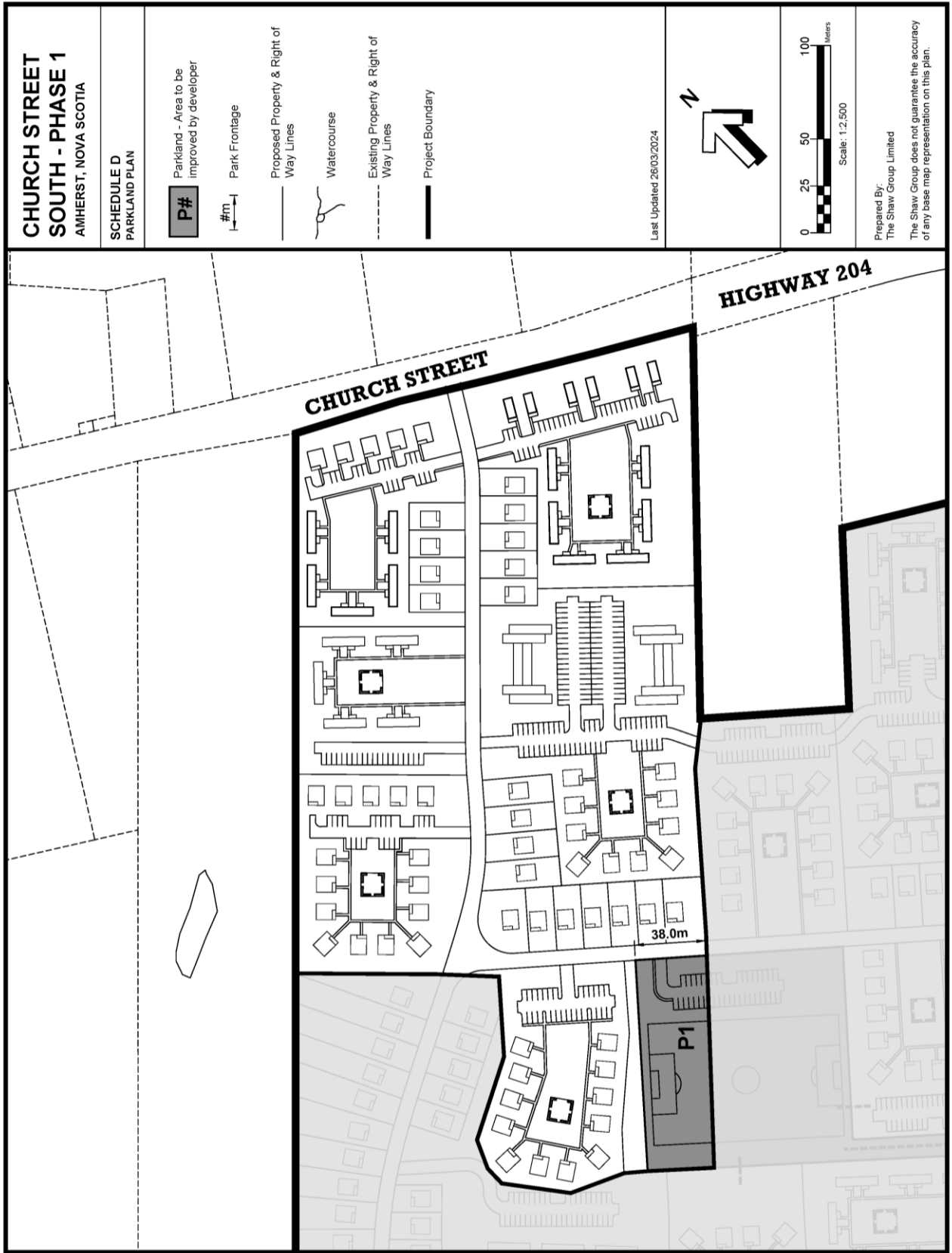
SCHEDULE B – Land Use Concept Plan



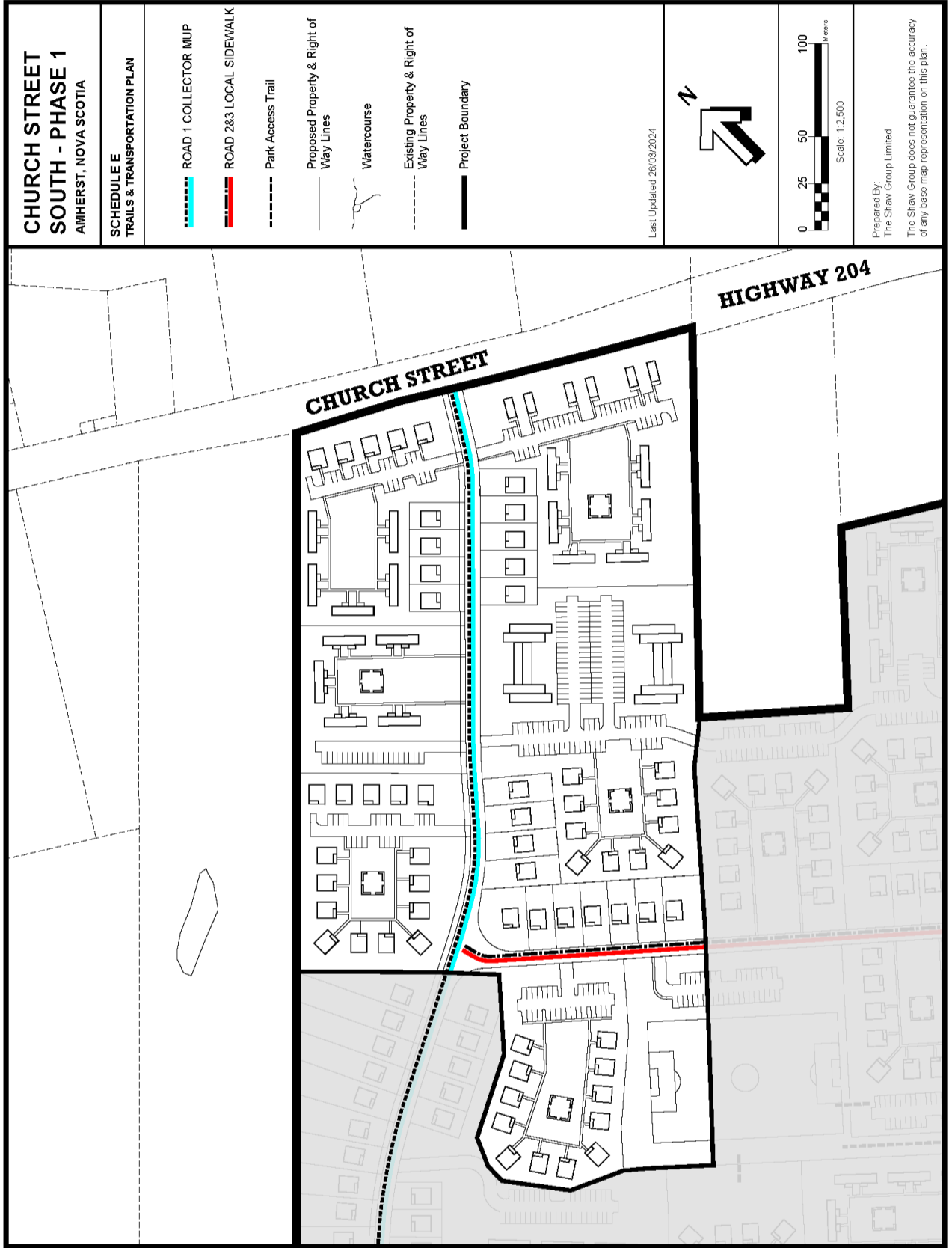
SCHEDULE C – Phasing Plan



SCHEDULE D – Parkland Plan



SCHEDULE E – Trails & Transportation Plan



SCHEDULE F – Road Cross Sections

<p>CHURCH STREET SOUTH - STAGE 1 AMHERST, NOVA SCOTIA</p>	
<p>SCHEDULE F ROAD CROSS SECTIONS</p>	<p style="text-align: right;">Last Updated: 26/03/2024</p>
<p>NTS</p>	
<p>Prepared By: The Shaw Group Limited</p> <p>The Shaw Group does not guarantee the accuracy of any base map representation on this plan.</p>	

SCHEDULE G

DEFINITIONS

Accessory dwelling units	Accessory dwelling units means either a secondary suite use or a backyard suite use.
Accessory Use	Accessory Use means a use that is subordinate, incidental, and devoted to a main use on a lot.
Average Finished Grade	Average Finished Grade means the elevation of the finished ground abutting a structure, averaged around the perimeter of the structure.
Backyard Suite Use	Backyard Suite Use means a dwelling unit that is: (a) located within an accessory structure; (b) located on its own footing or foundation; and (c) not attached to a main building.
Balconies & Attached Decks	Balconies & Attached Decks means an unroofed elevated platform projecting from the wall of a building that may be semi-enclosed by a railing or a parapet, but where the structure remains open to the outside elements.
Building	Building means every continuous enclosed area with exterior walls on a lot that: (a) is built, erected, and framed of a combination of materials; (b) is either portable or fixed; (c) has a roof; (d) forms a structure for the shelter of persons, animals, or property; and (e) is located, in whole or in part, above or below grade.
Cluster Housing Use	Cluster Housing Use means a use where one or more clusters of units with separate pedestrian entrances are on the same lot. Units within a cluster housing use may be attached. Accessory facilities such as amenity areas, parking and driveways may be part of this use. For clarity, a cluster housing use include but is not limited to detached, semi-detached and townhouse dwelling units.
Corner Lot Sight Triangle	Corner Lot Sight Triangle means the area of a corner lot that is enclosed by a triangle, the apex of which is the intersection of the flanking lot line and the front lot line, two sides of which triangle are 6 metres in length measured from said point of intersection along the said lines and the base of which triangle is formed by a straight line joining the said exterior lot lines at the said points 6 metres from the intersection.
Daycare Use	Daycare Use means premises in which supervision is provided for individuals during the day. This definition excludes a school use or a hospital use.
Daycare, Home-Based Use	Home-Based Daycare Use means a family home daycare facility located in any portion of an existing residential dwelling without overnight accommodation and shall be in compliance with the Provincial regulations for the maximum number of children permitted in a home-based daycare.
Development	Development means the erection, construction, alteration, placement, location, replacement, or relocation of, or addition to, a structure and a change or alteration in the use made of land or structures.

Development Officer	Development Officer means a person or persons appointed by Council to administer land use matters, including this development agreement.
Dwelling or Dwelling Unit	Dwelling or Dwelling Unit means living quarters that: <ul style="list-style-type: none"> (a) are accessible from a private entrance, either outside the building or in a common area within the building; (b) are occupied or, if unoccupied, are reasonably fit for occupancy; (c) contain kitchen facilities within the unit; and (d) have toilet facilities that are not shared with the occupants of other dwelling units.
Exterior Grade	The elevation at which the finished grade of the ground where it meets the exterior of the front of a building or structure.
Floor Area	Floor Area means the horizontal area of all floors of a building or a parking structure, measured from the interior faces of any exterior wall or fire wall, but excludes the following: <ul style="list-style-type: none"> (a) unenclosed space outside any exterior walls or located on a rooftop, such as balconies, decks, and patios; (b) elevator shafts; (c) rooftop greenhouses; and (d) any space open to a floor below; and (e) interior staircases.
Ground Floor Commercial Use	Ground Floor Commercial Use means a permitted commercial use occupying a portion or the entirety of the first storey above grade in a building.
Habitable Storey	Habitable Storey means that portion of a building between any floor and the floor or ceiling or roof next above containing bedrooms or dwelling units.
Height	Height means the vertical distance between a structure's average finished grade and the structure's highest point.
Home-Based Business Use	Home-based business use means the use of a portion of a dwelling unit or an accessory structure for gainful employment, but excludes a short-term rental use except as permitted, a Home-Based Daycare use, or a home office use.
Home Office Use	Home Office Use means an office-related activity operated within a dwelling unit that does not regularly require direct in-person contact with clients on the premises, but excludes a home-based business use.
Lot Frontage	Lot Frontage means the distance between the side lot lines of a lot measured along the street, highway or private road.
Lot Line, Flanking	Flanking Lot Line means a side lot line that abuts the street or private road on a corner lot.
Lot Line, Front	Front Lot Line means the line dividing the lot from the street or private road. In the case of a corner lot or a lot with more than one line abutting a single street or private road the shorter boundary line abutting the street private road shall be deemed the front lot line. In the case of a through lot the longer boundary dividing the lot from the street or private road shall be deemed to be the front lot line.
Lot Line, Rear	Rear Lot Line means the lot line furthest from or opposite to the front lot line.

Lot Line, Side	Side Lot Line means a lot line other than a front, flanking, or rear lot line.
Main Building	Main Building means a building that contains a primary use on a lot.
Medical Clinic Use	Medical Clinic Use means premises used for the medical examination and treatment of patients on an outpatient basis, for purposes such as family medicine, primary health care, walk-in clinic, dentistry, optometry, podiatry, nutritional counselling, psychiatry, psychological counselling, crisis intervention, physiotherapy, chiropractic, osteopathy, harm reduction, massage therapy, and other similar uses.
Model suite uses	Model Suite Use means premises used to display a sample dwelling unit that is available for sale or rental in a residential development, and may incorporate sales or rental offices.
Multiple unit dwellings	a building consisting of 4 or more dwelling units which shall not include townhouses.
Office Use	Office Use means premises in which a person transacts the affairs of a business, profession, service, industry, or government, excluding a home office use.
Outdoor Storage and Display	Outdoor Storage and Display means either: <ul style="list-style-type: none"> a) storage exterior to a building of items such as merchandise, goods, inventory materials, or equipment and where such items are not intended for immediate sale; but does not include items ancillary to a residential use, such as, but not limited to, firewood for on-site consumption; or b) the display of retail goods or materials intended for the immediate sale to the general public where such goods are not enclosed within a building.
Park Use	Park Use means land that is primarily used for outdoor recreational purposes, either active or passive or green space conservation. A park use may include land and buildings for uses that are accessory to the park use or uses associated with government or not-for-profit organizations.
Personal Service Use	Personal Service Use means services for the needs of individuals or pets, such as grooming and haircutting, tailoring and shoe repair, tattooing, tutoring, depots for collecting dry cleaning and laundry, laundromats, warming and cooling centres, food banks, soup kitchens, drop-in centres, funeral homes, and the retail sale of products accessory to any service provided. For further clarity, a personal service use does not include veterinary facility uses, kennel uses, pet daycare uses, and crematorium uses.
Residential Facility Use	Residential Facility Use means a building or part of a building operated as one integrated facility in which accommodation is provided to individuals and that includes additional care and services for residents, such as, but not limited to, medical care, supervisory or personal care, and counselling, but shall not include a facility that is licensed by or under contract to Corrections Canada or Nova Scotia Corrections, or successor bodies. Examples include special care facilities such as nursing homes and group homes.

Retail Store Use	Retail Store Use means a building or part of a building in which goods, wares, merchandise, substances, articles, or things are offered or kept for sale directly to the public at retail, but does not include automotive sales, boat and marine sales, or heavy equipment sales.
Secondary suites	Secondary Suite Use means a self-contained subordinate dwelling unit contained within a main dwelling unit.
Short-term Rental	A dwelling unit, or part thereof, that is used mainly for the reception of the travelling or vacationing public and is provided as temporary accommodation for compensation.
Semi-detached dwellings	Semi-Detached Dwelling Use means two dwelling units, where each is located on an individual lot, but joined along a single lot line.
Setback	Setback means a required distance to a specified lot line or a transportation reserve boundary from an exterior wall of a building or a use at, above, or below grade.
Sign	Sign means any structure designed or intended to convey information using words, images, symbols, pictures, logos, or any combination thereof, for the purpose of providing direction, information, identification, advertisement, business promotion, or the promotion of a product, activity, service, or idea. For further clarity, country flags, decorations or festival signage are not considered a sign.
Single unit dwelling use	Single unit dwelling use means a detached building containing one dwelling unit. For further clarity, a single-unit dwelling use shall include a mobile dwelling.
Street	Street means a public street, highway, road, lane, sidewalk, thoroughfare, bridge and square, and the curbs, gutters, culverts, and retaining walls in connection therewith.
Structure	Structure means anything that is erected, built, or constructed of parts joined together or any such erection fixed to or supported by the soil or by any other structure. A structure shall include buildings, walls, wharves, seawalls, attached decks, signs, and fences.
Temporary Construction Use	Temporary Construction Use means a use, which in the opinion of the Development Officer, is of limited duration and accessory to a development in progress, such as: <ul style="list-style-type: none"> (a) work camps; (b) construction camps; (c) rock crushers; (d) sales or rental offices; (e) on-site construction management offices; (f) tool or maintenance sheds; and (g) shipping containers that serve as one of the foregoing.
Temporary Use	Temporary Use means a use that is 90 cumulative days or less in duration within any one calendar year and is: <ul style="list-style-type: none"> (a) associated with a holiday or special event, or (b) accessory to a permitted main use; and (c) excludes a temporary construction use.

Townhouses	Townhouse means a building that is divided vertically into three or more dwelling units, where each unit is located on a separate lot, and each unit has an independent pedestrian entrance.
Watercourse	means the bed and shore of a natural river, stream, lake, creek, pond, marsh, estuary or salt-water body that contains water for at least part of each year.
Utility uses	Utility Use means structures, equipment, or materials used to store or convey stormwater, or any structures, equipment, or materials used by a corporation, municipality, or other entity authorized to install and maintain energy, gas, water, or communication systems for public use.
Yard	Yard means an open area at ground level that is uncovered by any main building, except where an encroachment is permitted.
Yard, Flanking	Flanking Yard means a side yard which abuts a street on a corner lot.
Yard, Front	Front Yard means a yard that extends across the full width of a lot between the front lot line and the nearest main wall of any building or structure on the lot.
Yard, Rear	Rear Yard means a yard that extends across the full width of lot between the rear lot line and the nearest main wall of any main building on the lot.
Yard, Required	Required Yard means the area between a front, side, rear, or flanking lot line and a line parallel to the respective lot line set back a distance equal to the applicable yard setback.
Yard, Side	Side Yard means a yard extending between the front yard and the rear yard and between a side lot line and the nearest main wall of any main building on the lot.

MEMO

TO: Planning Advisory Committee
FROM: Andrew Fisher, Director of Planning & Strategic Initiatives
DATE: April 2, 2024
RE: **Zoning Map Amendment – Industrial Park Drive Rezoning**

PROPOSAL

An application by Wendi Chase and Bruce White Insurance Agencies LTD for a zoning map amendment to rezone property on Industrial Park Drive from Highway Commercial to the Mini Home Zone.

BACKGROUND INFORMATION

The attached application briefing provides the property details, neighborhood context, and proposed subdivision layout. The subject property contains a vacant parcel (PID 25395872) and a portion of 11 Industrial Park Drive (PID 2508507). The subject portion of 11 Industrial Park Drive would be subdivided from the existing buildings (Cooperators Insurance) and assembled with the vacant lot. The new lot would then be subdivided into 18 single dwelling building lots with a new street constructed to provide frontage.

The subject property is currently zoned Highway Commercial that does permit residential uses, except Mobile Homes. Mobile Homes are defined as prefabricated dwellings with a length to width ratio greater than 3:1. Below is the LUB section 7.4 pertaining to the Mini Home Zone:

7.4 Mini Home Park Zone

7.4.1 Mini Home Park Zone Uses Permitted

The following use shall be permitted in the Mini Home Park Zone:

- (a) All uses permitted in the General Residential Zone, subject to General Residential Zone regulations
- (b) Mini Homes
- (c) Mini Home Parks
- (d) Multiple Section Mini Homes

7.4.2 Accessory Uses Permitted

Accessory uses are permitted in the Mini Home Park Zone provided that the accessory use does not exceed 35 m² of floor as per mini home rental pad or space.

7.4.3 Conformance with Mini Home Park Bylaw

Notwithstanding anything in this Bylaw, any development permit issued for a Mini Home Park shall satisfy all relevant provisions of the Mobile Home Park Bylaw.

Collectively, this type of development will provide further growth to the Town of Amherst and allow the Mini Home Zone already existing to the west to expand. Parking spaces and landscaping for each lot will be provided to satisfy policies, and the density of this proposed development fits seamlessly into its surroundings. The applicant has stated that their intention is to sell each lot individually and is in partnership with a prefabricated building manufacturer in the region.

PUBLIC PARTICIPATION

An advertised Public Participation Opportunity was held March 27th. The applicant was in attendance and spoke to the proposal.

Jason Murphy spoke on behalf of Clarence Farms which neighbors the subject property. He indicated that there is a significant amount of water on the subject property and he would like staff to take water displacement into account and for it to be dealt with correctly. He also suggested that a privacy fence be considered separating the Clarence Farms property from the subject property as they do have large trucks making deliveries and he feels it would keep residents of the subject project safe.

Susan Costin looked for clarification that conventional dwellings would be permitted on the subject property, to which Mr. Fisher replied yes.

RELEVANT POLICIES

1. Residential Policies (RP)

RP-11 Affordable Housing

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; and,*
- (d) cooperating with Federal and Provincial Governments to facilitate affordable housing within the town.*

The development will allow for more mini-homes to be constructed and allow homeownership.

2. General Land Use and Development Policies (GP)

GP-7 Compatibility

It shall be the intention of Council to allow a mix of compatible land uses to minimize their impacts by:

- (a) requiring adequate buffering and setbacks;*
- (b) screening development by the use of visual barriers; and,*
- (c) regulating the location of parking, storage buildings and other accessory uses or facilities.*

The proposal does meet the minimum setback standards in the LUB, and fencing or other forms of visual barrier are not needed as this proposal is compatible with other land uses in the area. The parking areas for the development are distributed in a manner that does not dominate the area by limiting accessibility, utilization of vegetation, or aesthetic quality.

GP-8 Density

It shall be the intention of Council to allow development at a density appropriate to the overall desired character of the town.

The density of this development is appropriate to the overall characteristics of its surrounding area.

3. Municipal Service Policies (MS)

MS-2 (Service Capacity)

It shall be the intention of Council to require that new municipal water, sanitary sewer and storm sewer services be built to a capacity capable of providing service to undeveloped lands beyond the immediate development area, when the development of such an area is dependant upon use of said services.

It shall further be in the intention of Council to pay the incremental cost of such excess capacity and to recoup such costs upon development of the undeveloped lands outside the immediate development.

The surrounding infrastructure is capable of accommodating this development.

5. Implementation Policy

A-5 (Amendment Criteria)

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.*

The proposal meets the intent of the relevant town bylaws and regulations. In terms of subsection (b), there would be no significant burden on the Town's finances. The street network and town water, sanitary and storm sewer services can accommodate the development. With regard to subsection (c), the proposed use does not conflict with the existing uses in the neighborhood and the dimensions fit other existing developments in the area. Parking and traffic generation is not to be an issue for the area.

DISCUSSION & CONCLUSION

Staff feel the proposal conforms with the general intent of relevant policies of the MPS, and represents an opportunity to provide additional attainable housing.

OPTIONS:

Option One: Recommend that Council amend the Land Use Bylaw Schedule A Zoning Map by changing the zoning designation of the subject property to Mini Home Zone.

Option Two: Recommend that Council not amend the Land Use Bylaw.

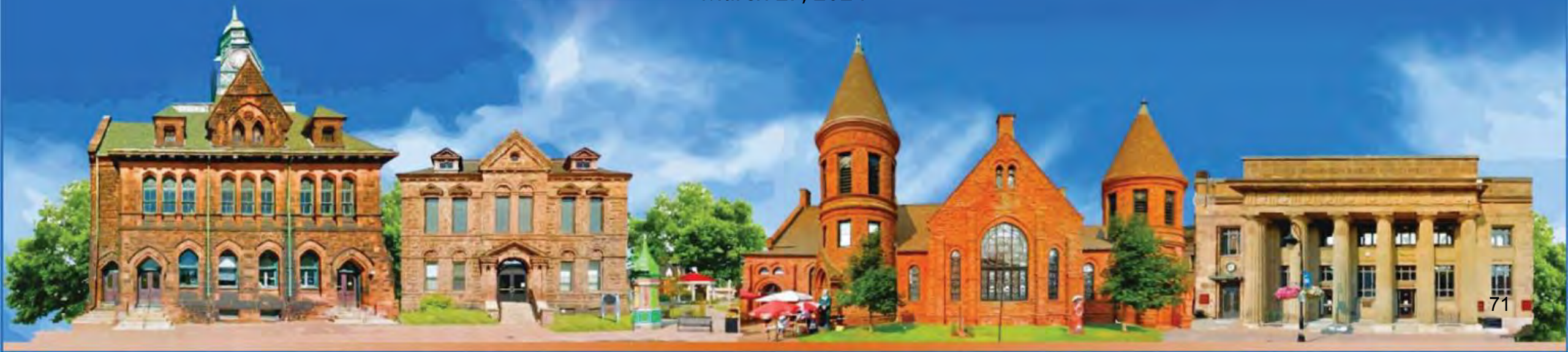
Option Three: Defer a decision and request additional information and /or changes to the proposal.

STAFF RECOMMENDATION: Option One.

Public Participation Opportunity

**Development Agreement to Permit the Rezoning of a Property from
Highway Commercial Zone to Mini Home Zone**

March 27, 2024



Disclaimer

These applications are not the Town's proposal. It is a property owner's right to make an application for a development agreement or a zoning map amendment. No approval or decisions have been made.

Introduction

Aim

To ensure public involvement in the planning process, particularly on development proposals that require a development agreement and/or an amendment to any of the existing planning documents.

Objectives

Explain the concept of “development agreement” and how it is administered in the Town of Amherst.
Describe the proposal and outline the relevant land use bylaws and policies.

Zoning Map Amendment Process



Application Details

Applicant/ Owner: Wendi Chase, Bruce White Insurance Agencies LTD

Summary of Proposal: To rezone the property from Highway Commercial Zone to Mini Home Zone to allow Mobile Homes within subdivision containing approximately 18 dwelling lots.

Location: PID 25395872 and 25028507 (13 Industrial Park Drive)

Property Area: 3.9 acres

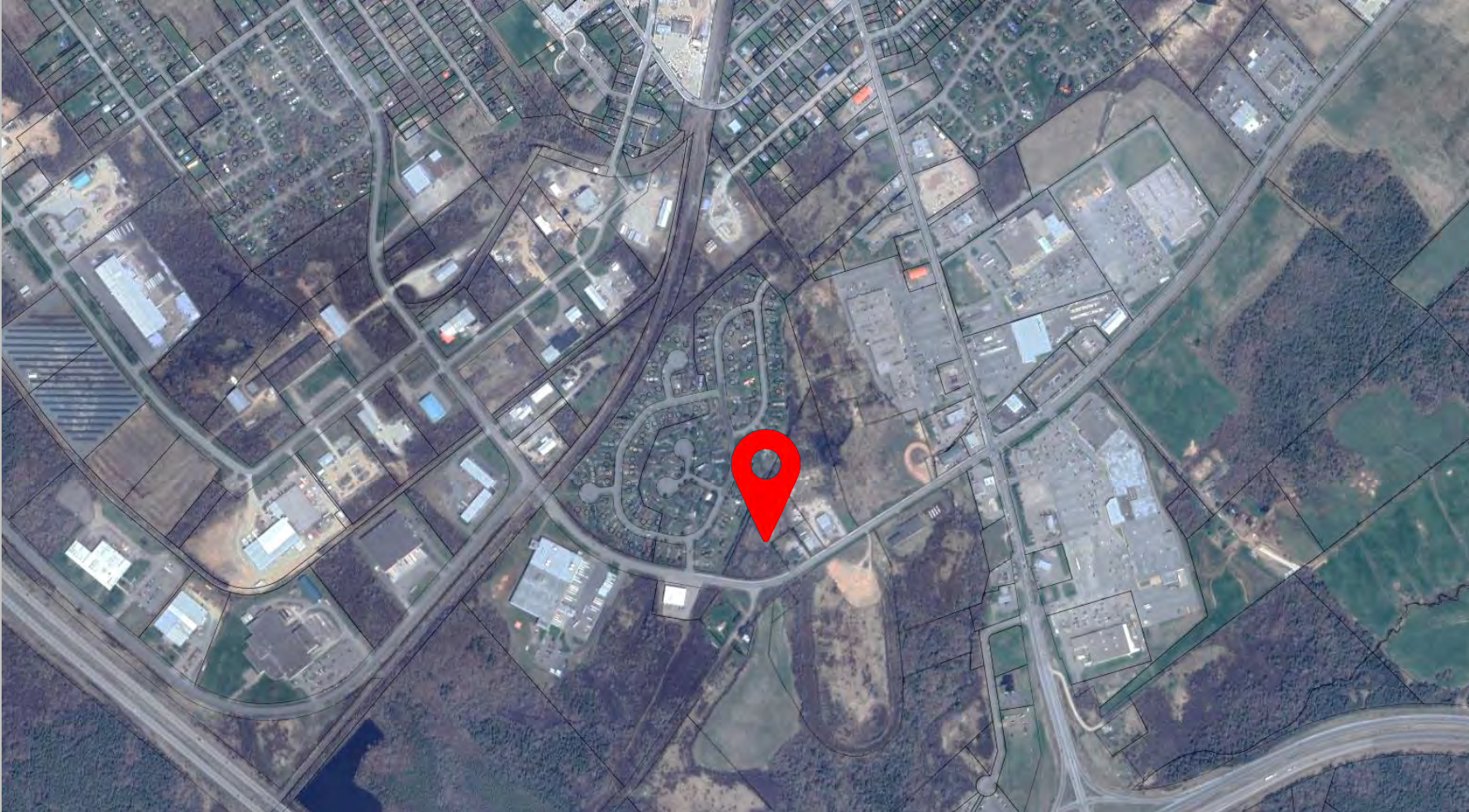
Existing Zoning: Highway Commercial Zoning

Existing Land Use: Vacant Lot, Highway Commercial

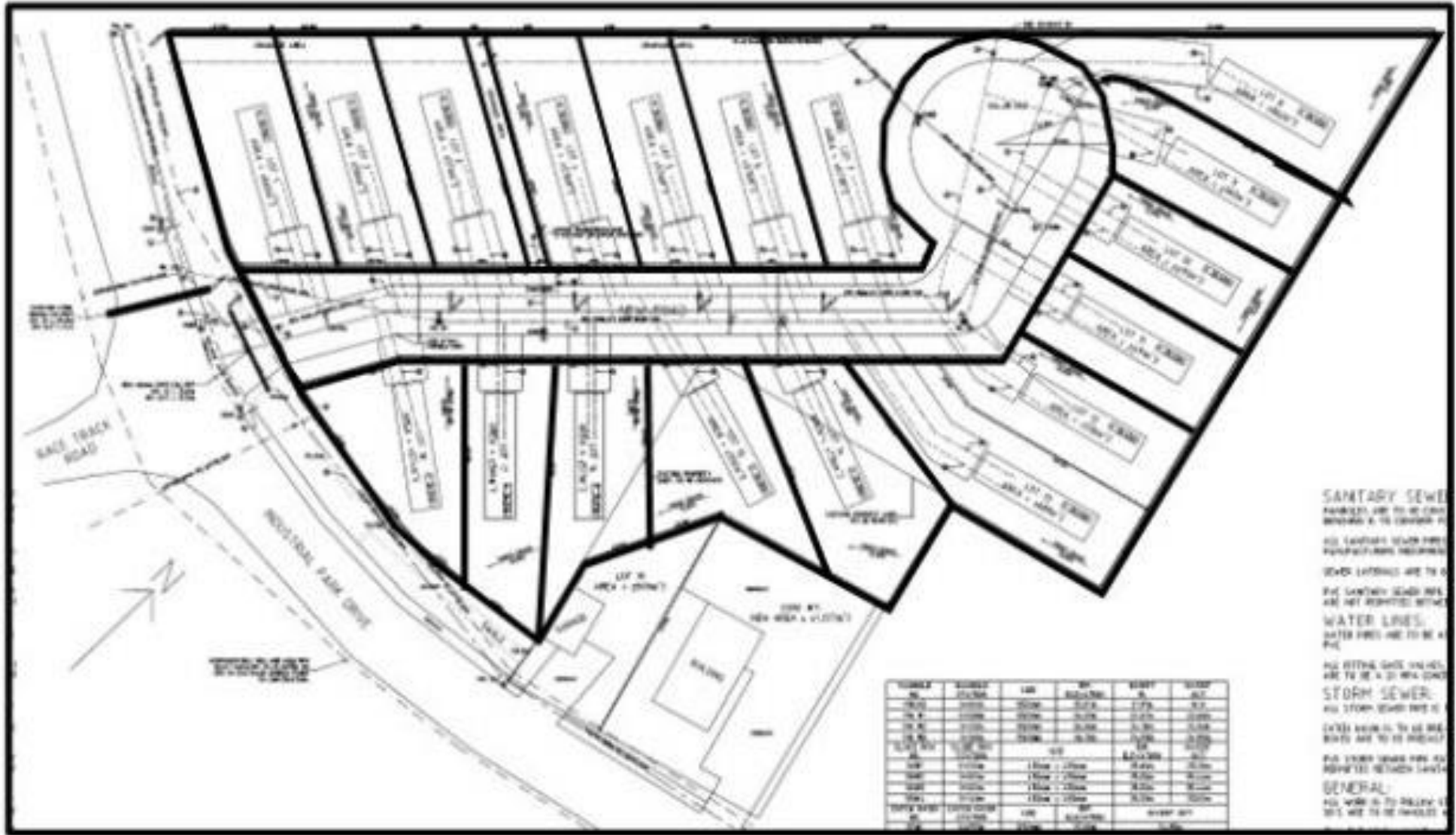
Street Frontage: 37.5m along Industrial Park Drive



Neighbourhood Context



SUBDIVISION LAYOUT



SANITARY SEWER:
 SANITARY SEWER LINES TO BE 12" DIA. CONCRETE PIPE WITH 2' COVER.
 ALL SANITARY SEWER LINES TO BE 12" DIA. CONCRETE PIPE WITH 2' COVER.
 SEWER LATERALS ARE TO BE 4" DIA. PVC SANITARY SEWER PIPE.
 ALL SANITARY SEWER LINES ARE TO BE 12" DIA. CONCRETE PIPE WITH 2' COVER.
WATER LINES:
 WATER LINES ARE TO BE 1/2" DIA. GALV. STEEL PIPE.
 ALL FITTING SHALL BE 1/2" DIA. GALV. STEEL.
STORM SEWER:
 ALL STORM SEWER LINES TO BE 12" DIA. CONCRETE PIPE WITH 2' COVER.
 ALL STORM SEWER LINES TO BE 12" DIA. CONCRETE PIPE WITH 2' COVER.
GENERAL:
 ALL WORK IS TO BE DONE IN ACCORDANCE WITH THE SUBDIVISION LAYOUT.

Relevant Planning Bylaws & Policies

Residential Policies

RP-11 (Affordable Housing)

It shall be the intention of Council to encourage and promote the provision of affordable housing units within all residential area of town by: (a) encouraging a mix of housing types and densities.

RP-5 (Mini Home Zone)

It shall be the intention of Council to include in the Land Use Bylaw a R-3 Mini Home Zone. This zone shall permit both conventional and mini-homes as well as a range of other uses appropriate to a residential area.

Relevant Planning Bylaws & Policies

Implementation Policy

A-5 (Amendment Criteria)

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:

1. 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.



TO: Planning Advisory Committee
FROM: Emily Wainwright, Dangerous & Unsightly Premises Administrator
DATE: April 2, 2024
RE: 38 Cornwall Street (PID: 25016379)

Registered Owner: Paul Chung
13 Avenue Lakebreeze
Pointe-Claire, Quebec
H9S 5H8

Issue:

The lack of maintenance over the years has left the building in a state of serious disrepair to the point where the building has now partially collapsed. As articulated in the inspection reports by the Dangerous and Unsightly Premises Administrator, there are various structural, safety, and health concerns with the building.

History:

- July 14, 2022 The Dangerous and Unsightly Premises Administrator received a complaint regarding the condition of the building and the property being an attractant to illegal dumping.
- July 21, 2022 The first notice was sent to the owner, notifying them that a complaint was received and asking their intentions with the property.
- August 4, 2022 The Administrator received communication from the owner that the plan for the property was to demolish the shed, clear the trees, and build a 4-unit, with construction starting in the summer of 2023.
- April 27, 2023 Follow-up inspection. No progress has been made and no demolition permit has been received.
- March 11, 2024 Follow-up inspection. No progress has been made and no demolition permit has been received. Posted notice of April 2, 2024, PAC meeting regarding the consideration for demolition of the building.



March 12, 2024 Received communication from owner that they are unable to attend the meeting, in-person or virtually.

Intentions of the Owner:

On March 12, 2024, the owner reached out to the Administrator to inform them of their intentions with the property as they are unable to attend the April 2, 2024, meeting in-person or otherwise. The initial plan was to demolish the building and start construction in the summer of 2023 on a 4-unit, but due to high interest rates this had been postponed. The intention is now for the owner to demolish the building by August 31, 2024.

The link to the online form for a demolition permit was sent to the owner on March 12th. At the time of this meeting, no demolition permit had been received.

Inspection Report:

The most recent inspection of 38 Cornwall Street was completed by the Dangerous and Unightly Premises Administrator on March 11, 2024. The following was noted and photographed:

- The building appears to be vacant;
- The property is heavily wooded and not maintained;
- The open building may attract transient activity to the property;
- The building appears to be full of items/materials;
- There is no power or heat to the building;
- The building is not secured;
- The building shows signs of significant rot and decay;
- The building shows signs of significant structural fatigue, failure, and partial collapse.

Relevant Municipal Government Act Interpretations

Section 3(r) “dangerous or unsightly” means partly demolished, decayed, deteriorated or in a state of disrepair so as to be dangerous, unsightly or unhealthy, and includes property containing

- (i) ashes, junk, cleanings of yards or other rubbish or refuse or a derelict vehicle, vessel, item of equipment or machinery, or bodies of these or parts thereof,
- (ii) an accumulation of wood shavings, paper, sawdust, dry and inflammable grass or weeds or other combustible material,
- (iia) an accumulation or collection of materials or refuse that is stockpiled,



- hidden or stored away and is dangerous, unsightly, unhealthy or offensive to a person, or
- (iii) any other thing that is dangerous, unsightly, unhealthy or offensive to a person, and includes property or a building or structure with or without structural deficiencies
 - (iv) that is in a ruinous or dilapidated condition,
 - (v) the condition of which seriously depreciates the value of land or buildings in the vicinity,
 - (vi) that is in such a state of non-repair as to be no longer suitable for human habitation or business purposes,
 - (vii) that is an allurements to children who may play there to their danger,
 - (viii) constituting a hazard to the health or safety of the public,
 - (ix) that is unsightly in relation to neighbouring properties because the exterior finish of the building or structure or the landscaping is not maintained,
 - (x) that is a fire hazard to itself or to surrounding lands or buildings,

Discussion:

As indicated in the property history above, an inspection was completed on January 2, 2024. The administrator noticed significant structural fatigue, failure, and partial collapse. The contents of the building may also be an allurements to transient activity, putting the public at risk. It was also noted that the proximity of the dead brush, dilapidated building and the neighboring property is cause for concern if any catch on fire.

Given the state of the subject building detailed above and neglect by the property owner, it is appropriate to consider removing this risk by ordering demolition.

The property owner and/or their representative have been invited to the PAC meeting to discuss the state of the property. Staff have provided three options for the PAC to consider, however, the PAC will be asked to make a decision at a subsequent meeting.



Approximate location of the structure.



March 11, 2024 – 4:15pm:





Options:

At a later date, given the information available at this time, staff will be recommending **Option 1.**

- 1) That the Planning Advisory Committee orders that the building at 38 Cornwall Street (PID: 25016379) be demolished, the contents removed and sorted in a safe manner, and back fill the hole by August 31, 2024, with all work to be done by the property owner. Failure by the property owner to do the work will result in the Town completing the work and sending all contents of the building to an appropriate solid waste facility, with all costs charged to the property owner's tax account.
- 2) That the Planning Advisory Committee order staff to hire a structural engineer to access the condition of the building, and submit the report back to the PAC, with all costs charged to the property owner's tax account.
- 3) That the Planning Advisory Committee order staff to continue to monitor the property and bring any new issues that arise back to the committee.

