



Town of Amherst  
Planning Advisory Committee Meeting  
Agenda

Date: **Monday, March 1, 2021**  
Time: **4:00 pm**  
Location: **Zoom Virtual Meeting**

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	Pages
1. Call to Order	
1.1. Approval of Agenda	
1.2. Approval of Minutes - January 12, 2021	1 - 2
2. Public Participation Opportunity Summary	3 - 3
3. 11 Victor Avenue - Development Agreement	
3.1. Staff Report	4 - 15
3.2. Recommendation	
4. 15 Clinton Street - Development Agreement	
4.1. Staff Report	16 - 28
4.2. Recommendation	
5. Adjournment	

**Town of Amherst**  
**Planning Advisory Committee**  
**Minutes**

**Date:** January 12, 2021  
**Time:** 4:00 pm  
**Location:** Zoom Virtual Meeting

**Members Present** Ron Wilson, Chair  
Gordon Goodwin, Vice-Chair  
Hal Davidson, Deputy Mayor  
Sheila Christie, Councillor  
Leon Landry, Councillor  
Larry Pardy, Citizen Appointee

**Staff Present** Jason MacDonald, Deputy CAO Operations  
Andrew Fisher, Manager of Planning & Strategic Initiatives  
Marc Buske, Dangerous & Unsightly Administrator  
Kimberlee Jones, Municipal Clerk  
Emily Wainwright, Administrative Assistant

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**1. Call to Order**

Chair Ron Wilson called the meeting to order at 4:01 p.m.

Chair Wilson welcomed the two new members to the committee, Deputy Mayor Hal Davidson and Councillor Leon Landry.

**1.1 Approval of Agenda**

**Moved By:** Councillor Sheila Christie

**Seconded By:** Deputy Mayor Hal Davidson

That the Agenda be approved as circulated.

**Motion Carried**

**1.2 Approval of Minutes**

**Moved By:** Citizen Appointee Larry Pardy

**Seconded By:** Councillor Sheila Christie

That the minutes of May 4, 2020 be approved as circulated.

**Motion Carried**

**2. Introduction to the Planning Advisory Committee**

Mr. Fisher and Mr. MacDonald reviewed the orientation package as included in the agenda. Information item; no direction given.

**3. Information Items**

**3.1 15 Clinton Street - Development Agreement Application**

Mr. Fisher reviewed his staff report as per the agenda. Information item; no direction given.

**3.2 11 Victor Avenue - Development Agreement Application**

Mr. Fisher reviewed his staff report as per the agenda. Information item; no direction given.

**4. Adjournment**

**Moved By:** Councillor Leon Landry

**Seconded By:** Councillor Sheila Christie

That the Committee adjourn at 4:57 p.m.

**Motion Carried**

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Ron Wilson, Chair

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Kimberlee Jones, Municipal Clerk

# MEMO

**TO:** Mayor Kogon and Members of Council  
Planning Advisory Committee

**FROM:** Kim Jones, Municipal Clerk

**DATE:** February 5, 2021

**RE:** **Public Participation Summary**

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A Public Participation Opportunity was held on Wednesday, February 3<sup>rd</sup>, 2021 at 5pm.

The issues were a Development Agreement application for 11 Victor Avenue to add a Garden Suite and an application to amend an existing development agreement for 15 Clinton Street to add an additional living unit.

Both of these matters were reviewed at the Planning Advisory Committee in January 2021.

There were 12 people in attendance at the PPO, which included staff, members of the PAC and Council, and the owners of both subject properties.

As per policy the following public notifications were used:

- Ad published in Wednesday Feb 27<sup>th</sup> Cumberland Wire
- Registered Letters and 60m mail outs for both properties sent on January 20<sup>th</sup>
- 30m hand outs delivered on Tuesday, January 26<sup>th</sup>

No other members of the public attended. The Clerk received one written submission in support of the Clinton St application which is included in the package.

I have attached the information package. The session was streamed to YouTube and the video can be viewed here: <https://youtu.be/915qotL7rFA>

# MEMO

**TO:** Planning Advisory Committee

**FROM:** Andrew Fisher, Manager of Planning & Strategic Initiatives

**DATE:** March 1, 2021

**RE:** **11 Victor Avenue - Proposed Development Agreement to allow a Garden Suite**

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## **PROPOSAL:**

An application for a development agreement to allow a Garden Suite within the existing accessory building at 11 Victor Avenue (PID# 25033598). A garden suite is defined as an accessory building used as a single detached dwelling unit.

## **BACKGROUND:**

Site Details: The subject property, located in the General Residential Zone, is approximately 1,131m<sup>2</sup> (12,169sqft) in area and contains a single-detached dwelling and a two-level accessory building.

Neighborhood: Victor Avenue is a dead-end street consisting of mostly detached dwellings. The street ends at the back of the West Highlands School sports field. Abutting properties to the rear of the subject property are also 1-2 unit detached dwellings.

Proposal Details: In 2018 the property owner constructed a 72 m<sup>2</sup> (784 sqft) 2-storey accessory building on the property and wishes to use the second floor as a dwelling unit. The proposed use fits the definition of a Garden Suite under section 1(31)(e) of the Land Use Bylaw (LUB). Under LUB section 7.2.2(c) Garden Suites are subject to a development agreement in accordance with Policy RP-14 of the Municipal Planning Strategy (MPS) discussed below.

The 2018 permit issued for the accessory building prohibited it to be used as a dwelling. This meant that while the second floor was allowed to be finished it could not contain a kitchen. As such, approval of the development agreement would allow a full kitchen and would not result in exterior changes to the existing building or the property. The attached pictures show current conditions.

## **RELEVANT POLICY AND DISCUSSION:**

Notification: As per LUB Section 3.8, Staff confirm that notification was completed in conformance with the Town's Public Notification Policy. This included posting notice in local media, written notification to property owners within 60 metres, and hand delivery of notices to residents within 30 metres of the subject property.

On February 2nd, 2021 a Public Participation Opportunity was held on this matter. No members of the public attended the meeting or provided comment.

MPS Policies: The following provides the Municipal Planning Strategy (MPS) policies most relevant to the consideration of garden suites. Each Policy is italicized followed by staff comments in regular font.

***RP-14** It shall be the intention of Council to permit Garden Suites in all Residential areas by Development Agreement. In negotiated such an agreement Council shall have regard for the following:*

- (a) the garden suite be secondary to the main dwelling on the lot;*
- (b) water and sewer services be provided independent from the main dwelling;*
- (c) two off street parking spaces be provided on the property;*
- (d) the garden suite be a minimum of 1.2 metres from the side property lines;*
- (e) the garden suite be a minimum of 6 metres from the rear property line;*
- (f) the garden suite be a minimum of 1.2 metres from the main dwelling;*
- (g) the garden suite not be located in the front yard of the property;*
- (h) no home occupation, group home, boarding house, day care or other sech secondary use be permitted on the property;*
- (i) the development agreement be discharged should the garden suite be removed from the property.*

With respect to the location, size, and parking, the proposal generally meets the intent of the above noted policy, except for the rear yard setback. The policy calls for a 6 m (20 ft) setback where the proposal provides only 1.8 m. Other considerations with respect to separate water/sewer services and a prohibition on other secondary uses will be stipulated in the agreement.

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

- (a) encouraging a mix of housing types and densities;*
- (b) permitting secondary apartments in all dwelling units;*
- (c) permitting a secondary residential structure (Garden Suite) on a lot;*
- (d) cooperating with Federal and Provincial Governments to facilitate affordable housing within the Town.*

Garden suites address housing affordability by allowing seniors to remain independent longer while having family support close by. In addition to the affordability benefits, garden suites can also come with social benefits by reducing demand on local health and support services.

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

The proposed garden suite would add to, but would not stand out in, the existing mix of housing types and densities in this area.

**A-5** It shall be the intention of Council, when considering an amendment to this or any other planning document, including the entering into or amendment of a development agreement, to

consider the following matters, in addition to all other criteria set out in the various policies of this planning strategy:

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

Staff feel the proposed garden suite conforms to the intent of the Town's MPS, and other regulations. The potential for negative impact on the Town's financial capacity, infrastructure, or street networks is negligible.

## **CONCLUSIONS:**

As outlined above, the proposed Garden Suite would generally confirm to the policy intent of the MPS, except the reduced rear yard setback. However, there are mitigating factors that could be considered in this circumstance. At its closest point the Garden Suite would be approximately 17 m (55ft) from the rear of the neighboring dwelling that fronts on Cornwall Street. In addition, the public have opportunities through the process to voice any concerns they may have. Ultimately, it will be up to Council to decide if the merits of this proposal outweigh the rear yard setback deficiency.

## **RECOMMENDATION OPTIONS:**

1. Recommend that Council approve the draft development agreement subject to any changes that may arise for 11 Victor Avenue to allow a Garden Suite.
2. Recommend that Council not approve the development agreement for 11 Victor Avenue to allow a Garden Suite.
3. Defer a recommendation and request that staff provide more information.

**Staff recommend option one.**

## **PROCESS**

This Public Participation Opportunity is the first step in the development agreement approval process described below:

- ~~1. Staff hold an advertised Public Participation Opportunity where a summary of the proposal and relevant policies to consider are provided. The proponent is invited to attend and the public is invited to ask questions and provide input.~~
- 2. The PAC considers a recommendation to Council based on a staff report, draft Development Agreement, and summary of the Public Participation Opportunity proceeding.**
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 registered on title with the property.





This Agreement made this \_\_\_\_\_ Day of \_\_\_\_\_ 2021.

Between:

**Joseph Cormier, Bertha Cormier, Jolene Cormier, and Michael Brazelton** (owner of property located at 11 Victor Avenue [PID 25033598], hereinafter called the "Owner"),

of the one part, and

**The Town of Amherst** (a body corporate in the Province of Nova Scotia, hereinafter called the "Town"),

of the other part.

WHEREAS the Owner wishes to obtain permission pursuant to Policy RP- 14 of the Municipal Planning Strategy of the Town of Amherst, to locate a Garden Suite Dwelling on the property located at 11 Victor Avenue (PID 25033598).

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

AND WHEREAS the Council of the Town, at its meeting on the \_\_\_\_\_ Day of \_\_\_\_\_ 2021, approved the said Development Agreement, subject to the registered Owner of the land described herein entering into this Agreement;

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

- (a) Schedule 'A' - Terms and Conditions
- (b) Schedule 'B' - Site Plan
- (c) Schedule 'C' - Building Elevation

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

- 1) That the Owner is the registered owner of the aforesaid Lands in the Town of Amherst, hereinafter called the "Lands". The aforesaid Lands are the only lands in the Town of Amherst to which this Agreement applies, and the Lands are illustrated in the plan shown on Schedule B attached.
- 2) That the Owner may use said Lands for a Garden Suite Dwelling.
- 3) Nothing in this Agreement shall exempt or be taken to exempt the Owner or any other person from complying with the requirements of any Bylaw of the Town applicable to the Property (other than the Land Use Bylaw to the extent varied by this Agreement) or any Provincial or Federal statute, act, or regulation.

- 4) Any failure of the Town to insist upon strict enforcement of any requirements or conditions contained in this Agreement shall not be deemed a waiver of any rights or remedies that the Town may have and shall not be deemed a waiver of any subsequent breach or default in the conditions or requirements contained in this Agreement.
- 5) Should the Owner fail to act in accordance with any aspect of this Agreement, the Town shall retain the right to discharge the Agreement upon 30 days notification and / or enter the property and conduct the required work. The cost of the said work will become a lien on the property tax bill.
- 6) This Agreement shall be discharged upon the Garden Suite being removed from the Lands.
- 7) The Town shall issue the necessary Development Permit for the development upon expiration of the appeal period specified for Development Agreements under Section 249 of the *Municipal Government Act*, as the same may be amended from time to time, or upon the withdrawal or dismissal of any appeal which may be taken.
- 8) This Agreement shall be binding upon the parties hereto and their heirs, executors, administrators, successors and assigns, and shall run with the land which is the subject of this Agreement until such time as it is discharged by the Town in accordance with Section 229 of the *Municipal Government Act*.

**SIGNED, SEALED AND DELIVERED**

In the presence of

**THE TOWN OF AMHERST**

\_\_\_\_\_

\_\_\_\_\_  
David Kogon MD, Mayor

\_\_\_\_\_  
Gregory D. Herrett, CAO

**FOR THE OWNER**

\_\_\_\_\_

\_\_\_\_\_  
Joseph (Barry) Cormier

\_\_\_\_\_  
Bertha Cormier

\_\_\_\_\_  
Jolene Cormier

\_\_\_\_\_  
Michael Brazelton

## Schedule A

## 11 Victor Avenue - Development Agreement

Terms and Conditions:

### 1.0 USE OF LAND AND BUILDINGS

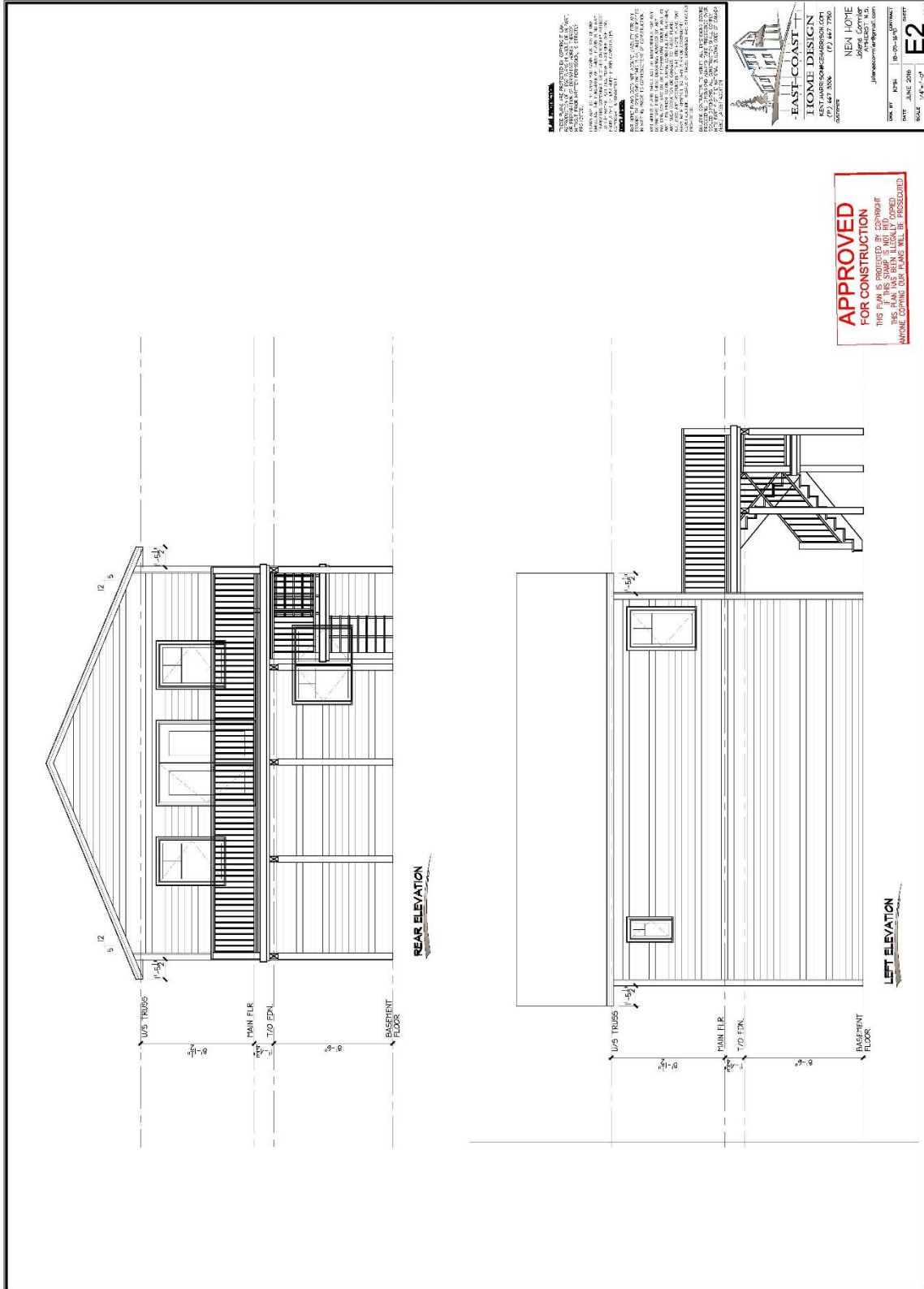
- 1.1 The use of the property shall be limited to a single-detached main dwelling and one (1) Garden Suite dwelling with the existing garage as shown on Schedule 'B'.
- 1.2 A minimum of one (1) parking space shall be maintained for each dwelling unit on the Lands.
- 1.3 Accessory buildings and uses may be permitted on the Lands in accordance with the *Town of Amherst Land Use Bylaw*.
- 1.4 The Garden Suite dwelling shall have horizontal dimensions of approximately 8.5 metres by 8.5 metres, excluding decks and patios.
- 1.5 The Garden Suite dwelling shall generally conform to the designs shown on Schedule 'C'. Variations to the architectural details shall not be considered a substantial change to this agreement.
- 1.6 The Garden Suite shall not become the main dwelling on the lot.
- 1.7 If the main dwelling on the lot is removed, construction of a replacement main dwelling of equal or greater size to the Garden Suite shall commence within six (6) months.
- 1.8 The Garden Suite shall be serviced with water and sanitary sewer independent from the main dwelling.

### 2.0 GENERAL REQUIREMENTS

- 2.1 The Owner shall keep the Lands and buildings and any portion thereof clean and in good repair. All elements of the development on the Lands shall be regularly maintained and kept in a tidy state, and free from unkept materials of any kind.
- 2.2 The Owner shall ensure that exterior lighting does not shine directly onto adjacent properties.
- 2.3 Solid waste management shall be in conformance with the Town of Amherst *Solid Waste Bylaw*.



# SCHEDULE 'C'



**EAST COAST HOME DESIGN**  
 10700 W. UNIVERSITY BLVD. SUITE 100  
 DALLAS, TEXAS 75243  
 (972) 487-3000 (972) 487-7700

**NEW HOME**  
 JOHN@EASTCOASTHOMEDESIGN.COM  
 WWW.EASTCOASTHOMEDESIGN.COM

DATE: 07/14/14  
 SHEET: 01-01-01  
 SCALE: 1/4" = 1'-0"

**E2**

**PLAN NOTES:**  
 1. ALL DIMENSIONS UNLESS OTHERWISE NOTED ARE TO FACE UNLESS INDICATED OTHERWISE.  
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# MEMO

**TO:** Planning Advisory Committee

**FROM:** Andrew Fisher, Manager of Planning & Strategic Initiatives

**DATE:** March 1, 2021

**RE:** **15 Clinton Development Agreement Amendment**

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## **PROPOSAL:**

An application for an amendment to an existing development agreement for 15 Clinton Street (PID# 25040395) to convert the interior of an existing 3-unit dwelling to four units. The subject property is located in the Downtown Zone, where the addition of ground floor residential uses is subject to a Development Agreement.

## **BACKGROUND:**

Site Details: The subject property is approximately 927m<sup>2</sup>(~9,975sqft) in area with a 245m<sup>2</sup>(2,640sqft) two-storey commercial building that was converted to a 3-unit residential dwelling in 2013. Areas of the property not occupied by the building are asphalt.

Neighborhood: Clinton Street contains a mix of low density residential with vehicle-oriented commercial uses, including U-haul vehicle parking, a contractor's office, a garage, furniture store, and a petroleum distributor at the end of the street. Directly behind the subject property are detached dwellings that front on Chamberlain Street.

As a 'dead-end street' traffic is predominantly local access, with regular oil truck traffic that can operate at all hours.

Proposal Details: The attached 2013 development agreement permitted the interior conversion of the commercial building to a 3-unit residential dwelling. The current proposal would involve splitting the ground floor unit. An amended agreement would be the same as the 2013 agreement but would allow up to four dwelling units.

## **RELEVANT POLICY AND DISCUSSION:**

Notification: As per LUB Section 3.8, Staff confirm that notification was completed in conformance with the Town's Public Notification Policy. This included posting notice in local media, written notification to property owner within 60 metres, and hand delivery of notices to residents within 30 metres of the subject property.

Public Participation: On February 3<sup>rd</sup>, 2021 a Public Participation Opportunity was held on this issue, with staff, the proponents, members of the PAC and Council in attendance. No members of the public attended. One letter was received in support of the proposal.

MPS Policies: The following provides the Municipal Planning Strategy (MPS) policies most relevant to this proposal. Each policy is italicized provided below followed by staff comments in regular font.

As a property located in the Downtown Commercial Zone, LUB Section 8.3.2 (d) permits ground floor residential uses, subject to a Development Agreement under MPS Policy CP-15. This policy states:

***CP-15*** *In negotiating such a development agreement, Council shall take into account:*

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

The height and bulk of the building will not change. Given the ample separation between buildings, and relatively low intensity of use compared to its former use as a recreational vehicle retail outlet, Staff feel the adding an additional dwelling unit will have a negligible impact on the surrounding neighborhood.

*(b) the architecture of the building;*

The existing architectural character of the building will not change.

*(c) signage;*

As stipulated in Schedule A of the agreement, signage must conform to the LUB for residential property.

*(d) parking facilities;*

It could be argued that the property contains too much parking with no definition between parking and the street along the entire frontage of the property. Staff do not see this as a significant issue given the very low traffic load of the street.

*(e) landscaping;*

The applicant does not wish to remove the existing asphalt for landscaping. Staff do not feel that the creation of landscaped areas is warranted for such a small-scale redevelopment of a property with low visibility.

*(f) pedestrian access.*

Staff do not consider pedestrian access an issue.

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

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

*(b) permitting secondary apartments in all dwelling units;*

*(c) permitting a secondary residential structure (Garden Suite) on a lot;*

*(d) cooperating with Federal and Provincial Governments to facilitate affordable housing within the Town.*

It could be argued that this proposal addresses housing affordability by providing a slightly higher density with minimal negative impact on surrounding uses.

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

The additional dwelling unit would add to, but would not stand out in, the existing mix of housing types and densities in this area.

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

*(a) That the proposal conforms to the general intent of this plan and all other municipal bylaws and regulations.*

*(b) That the proposal is not premature or inappropriate by reason of:*

*(i) the financial capability of the Town to absorb any costs relating to the development;*

*(ii) the adequacy of municipal water, sanitary sewer and storm sewer services;*

*(iii) the adequacy of road networks, in, adjacent to, or leading to the development;*

*(c) That consideration is given to the extent to which the proposed type of development might conflict with any adjacent or nearby land uses by reason of:*

*(i) type of use;*

*(ii) height, bulk and lot coverage of any proposed building;*

*(iii) parking, traffic generation, access to and egress from the site;*

*(iv) any other matter of planning concern outlined in this strategy.*

The proposal would generally conform to the intent of the relevant MPS policies and the potential to create a negative impact on the surrounding neighbourhood would be minimal. The benefit of the proposal is additional affordable housing near a major employment and the NSCC Campus.

## **CONCLUSIONS:**

Converting this 3-unit dwelling to a 4-unit dwelling does not substantially change the circumstances of this property or its impact on the surrounding neighborhood. Beyond the addition of another entrance, the exterior of the building would remain unchanged. The proposal generally conforms to the relevant policies of the MPS and LUB in terms of providing affordable housing near sources of employment, services, and educational facilities.

## **RECOMMENDATION OPTIONS:**

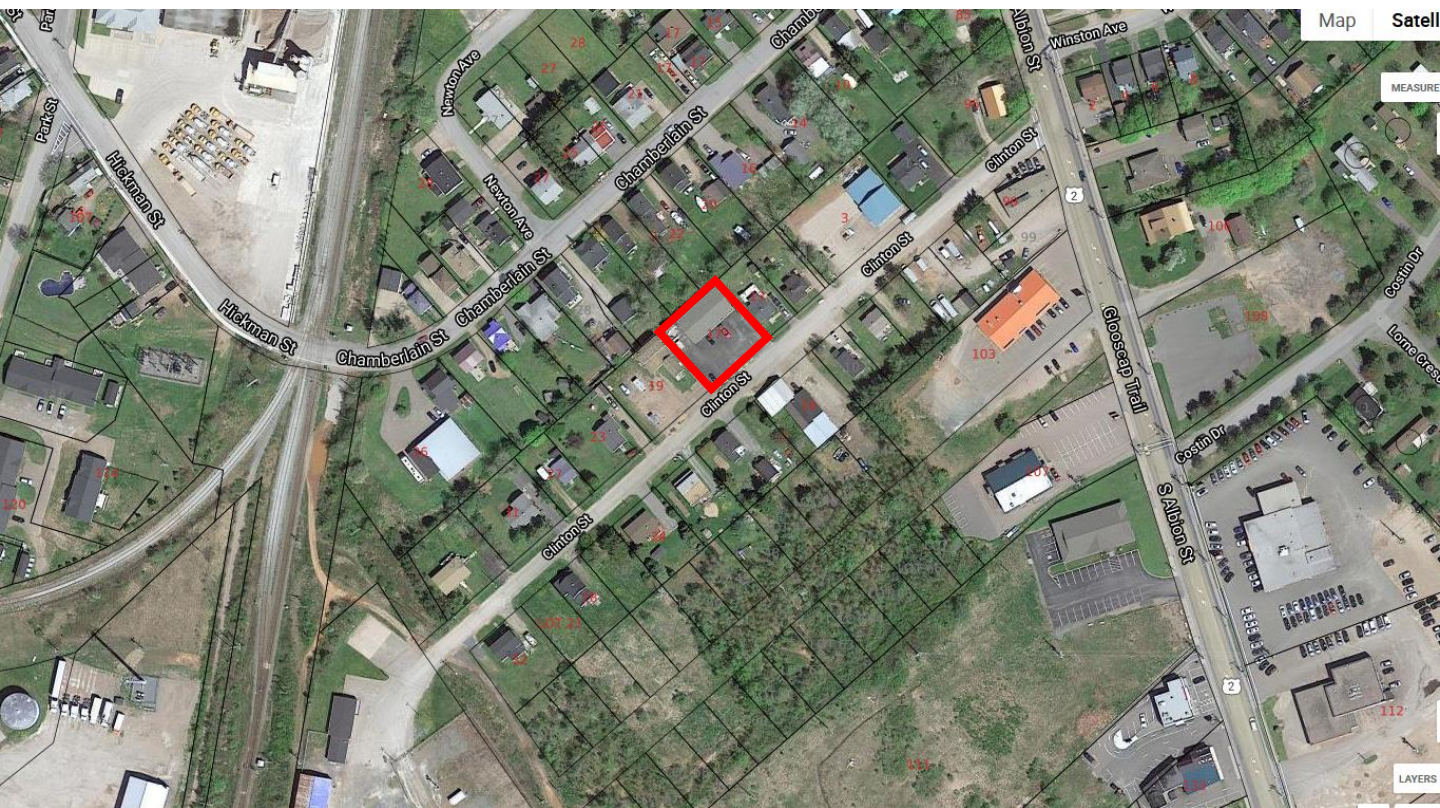
1. Recommend that Council approve the development agreement amendment to allow a fourth dwelling unit at 15 Clinton Street.
2. Recommend that Council not approve the development agreement amendment for 15 Clinton Street.
3. Defer a decision and request more information from staff.

**Staff recommend option one.**

## PROCESS

Step two is the current step in the process outlined below:

- ~~1. Staff hold an advertised Public Participation Opportunity where a summary of the proposal and relevant policies to consider are provided. The proponent is invited to attend and the public is invited to ask questions and provide input.~~
- 2. The PAC considers a recommendation to Council based on a staff report, draft Development Agreement, and summary of the Public Participation Opportunity proceeding.**
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 registered on title with the property.





This Agreement made this \_\_\_\_\_ Day of \_\_\_\_\_ 2021.

Between:

**Larry Burke** (owner of property located at 15 Clinton Street [PID 25040395], hereinafter called the "Owner"),

of the one part, and

**The Town of Amherst** (a body corporate in the Province of Nova Scotia, hereinafter called the "Town"),

of the other part.

WHEREAS the Owner wishes to obtain permission pursuant to Policy CP- 15 of the Municipal Planning Strategy of the Town of Amherst, to convert an existing three (3) unit dwelling located at 15 Clinton Street (PID 25040395) to a four (4) unit dwelling.

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

AND WHEREAS the Council of the Town, at its meeting on the \_\_\_\_\_ Day of \_\_\_\_\_ 2021, approved the said Development Agreement, subject to the registered Owner of the land described herein entering into this Agreement;

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

- (a) Schedule 'A' - Terms and Conditions
- (b) Schedule 'B' – Property Identification Map
- (c) Schedule 'C' – Building Elevations

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

- 1) That the Owner is the registered owner of the aforesaid Lands in the Town of Amherst, hereinafter called the "Lands". The aforesaid Lands are the only lands in the Town of Amherst to which this Agreement applies, and the Lands are illustrated in the plan shown on Schedule B attached.
- 2) That the Owner may convert an existing three (3) unit dwelling to a four (4) unit dwelling, subject to Schedules A, B, and C attached.
- 3) Nothing in this Agreement shall exempt or be taken to exempt the Owner or any other person from complying with the requirements of any Bylaw of the Town applicable to the Property (other than the Land Use Bylaw to the extent varied by this Agreement) or any Provincial or Federal statute, act, or regulation.

- 4) Any failure of the Town to insist upon strict enforcement of any requirements or conditions contained in this Agreement shall not be deemed a waiver of any rights or remedies that the Town may have and shall not be deemed a waiver of any subsequent breach or default in the conditions or requirements contained in this Agreement.
- 5) Should the Owner fail to act in accordance with any aspect of this Agreement, the Town shall retain the right to discharge the Agreement upon 30 days notification and / or enter the property and conduct the required work. The cost of the said work will become a lien on the property tax bill.
- 6) This Agreement shall be discharged upon the Garden Suite being removed from the Lands.
- 7) The Town shall issue the necessary Development Permit for the development upon expiration of the appeal period specified for Development Agreements under Section 249 of the *Municipal Government Act*, as the same may be amended from time to time, or upon the withdrawal or dismissal of any appeal which may be taken.
- 8) This Agreement shall be binding upon the parties hereto and their heirs, executors, administrators, successors and assigns, and shall run with the land which is the subject of this Agreement until such time as it is discharged by the Town in accordance with Section 229 of the *Municipal Government Act*.

**SIGNED, SEALED AND DELIVERED**

In the presence of

**THE TOWN OF AMHERST**

\_\_\_\_\_

\_\_\_\_\_  
David Kogon MD, Mayor

\_\_\_\_\_  
Gregory D. Herrett, CAO

**FOR THE OWNER**

\_\_\_\_\_

\_\_\_\_\_  
Larry Burke

DRAFT

## Schedule A

## 15 Clinton Street - Development Agreement

### Terms and Conditions:

1. The use of the property shall be limited to a residential use with a maximum of four (4) dwelling units.
2. The exterior design of the building shall be in accordance with the following:
  - a) the bulk and height of the building shall not be enlarged, except where required to conform with the National Building Code;
  - b) the exterior shall be finished in a uniform material and colour, to the satisfaction of the Development Officer; and,
  - c) only new building material shall be used.
3. Signage shall not exceed that which is permitted by the Land Use Bylaw for a residential use.
4. Solid waste management shall be in conformance with the Town of Amherst Solid Waste Bylaw.
5. No outdoor storage shall be permitted on the property, other than that required to conform with the Town of Amherst Solid Waste Bylaw.
6. Exterior lighting shall be carefully designed to not shine directly onto adjacent properties.

# SCHEDULE 'B'



**SCHEDULE 'C'**



**From:** Lo Casey <locasey@hotmail.com>  
**Sent:** January 21, 2021 7:34 PM  
**To:** Kim Jones <KJones@amherst.ca>  
**Subject:** PID 25040395

Hi Kim, emailing regarding PID 25040395-15 Clinton St, Amherst NS...we have no problem what so ever with Larry adding another apartment in his building.He always rents to respectable people and there are never any problems at all.

Respectfully,  
Lorraine Blakeney  
13 Clinton St, Amherst NS