

MUNICIPALITY OF THE COUNTY OF ANTIGONISH

SPECIAL COUNCIL MEETING AGENDA

Tuesday, March 6th, 2018 at 5:30pm

Municipal Administration Centre

- 1) Call to Order – Chairman, Deputy Warden Stewart
- 2) Approval of Agenda
- 3) Public Hearings

The Council of the Municipality of the County of Antigonish intends to consider and, if deemed advisable, the following proposed amendments:

a) Antigonish County Central Land Use By-law

Amend the Antigonish County Central Land Use By-law by adding “Warehouse or Storage Facilities” as a permitted use within the Rural Commercial (RC-1) Zone in order to recognize as permitted, existing non-conforming uses within the zone.

b) Antigonish Fringe Land Use By-law

Amend the Antigonish Fringe Land Use By-law by adding “Existing Light Industrial manufacturing and assembly” and “Warehousing or Storage Facilities” as permitted uses within the Local Commercial (C-1) Zone in order to recognize as permitted, existing non-conforming uses within the zone.

c) Antigonish Affordable Housing Society Development Agreement (PID 01223668)

Amend the development agreement, registered against property owned by the Antigonish Affordable Housing Society (PID 01223668) located at 12 Hope Lane, off Vincent’s Way, Sylvan Valley, Antigonish County, to allow for a third phase “annex” addition to the existing development consisting of a community room, laundry, utility room and small office addition.

Notice of these Public Hearings was posted on February 21st, 2018 and February 28th, 2018, in accordance with the Municipal Government Act.

- 4) Adjournment



MUNICIPALITY OF THE COUNTY OF ANTIGONISH

In accordance with the requirements of the *Municipal Government Act*, and as outlined in this *Municipality of the County of Antigonish Policy Regarding Rules of Order, Council Proceedings and Committees*, the proceedings of this Public Hearing will be conducted as follows:

- The presiding member will request planning staff to:
 - present the staff report,
 - outline the Planning Advisory Committee's recommendation, and
 - confirm the Public Hearing was advertised in accordance with the requirements of the *Municipal Government Act*.
- The presiding member will ask that anyone wishing to speak against the proposed amendment identify themselves. They will then ask that anyone wishing to speak in favour of the amendment identify themselves. Only those listed will be called upon to speak.
- Each resident called upon to speak shall be provided one opportunity to comment on the amendment being considered for a maximum of five (5) minutes.
- All comments shall be directed to the presiding member.
- Any questions shall be viewed as a matter for Municipal Council to consider in making a decision.
- The presiding member may place limits on any speaker to conduct an orderly meeting.
- When all residents seeking to provide comment on the amendment have had an opportunity, the presiding member shall entertain a motion to approve on second reading or to table.

To: **Antigonish Planning Advisory Committee
Antigonish County Council**

From: **Planning Staff (EDPC)**

Date: **January 29, 2018**

References: **1) Text Amendment adding “Warehouse” to the Rural Commercial (RC-1) Zone in the Central Antigonish Land Use Bylaw; and**

2) Text Amendment adding “Existing Light industrial manufacturing and assembly” and “Warehousing or Storage Facilities” to the Local Commercial (C-1) Zone in the Fringe Antigonish Land Use Bylaw.

Background

78 Taylors Road, Pomquet:

In August of 2017 Mr. Lewis MacDonald was considering purchasing a building located at 78 Taylors Road in Pomquet for the purpose of operating a dairy products storage facility and office. As an independent salesperson for a dairy he would purchase product from the dairy for resale and delivery to the public. Mr. MacDonald had required that staff provide a zoning confirmation letter that “warehousing” would be a permitted use in the zone however that was not possible given the use was not specifically mentioned.

Staff completed a site visit to the property August 25 and noted that the building, as it existed then, was a "warehouse" like structure and has been used for warehouse type uses in the past. While warehousing is not permitted in the RC-1 (Rural Commercial) zone it was obvious that the use had been established and as such could be considered to have legal-non conforming uses status. The use has been "grandfathered". Therefore, the proposed use of the property to warehouse dairy products to re-sell was considered to be a permitted continuation of the historical use of the property in that zone. The office portion of the business would be permitted as of right. The applicant was also explained the constraints on a legal non-conforming use in the event that the building was destroyed or the business discontinued.

Given the above assurances the applicant purchased the property, however, has now asked that the zone be amended by adding “warehousing” as a permitted use in the zone in order to remove the legal non-conforming use status of the property and buildings, thus reducing any financial risk associated with the building being destroyed or the business discontinuing and not being able to be reestablished on the site.

39 Church Street Extension, West River:

In March Of 2013 Mr. Jerome MacPherson of Levy's Leathers Limited approached planning staff with expansion plans for their business which was outgrowing their building located in the Antigonish County Light Industrial Business Park in Lower South River. One option being considered for the expansion was to move part of the business to the vacant former grocery store building located at 39 Church Street Extension.

Staff visited the business at 1 Angus MacQuarrie Drive on March 18, 2013 and noted that the majority of the floor area (more than two thirds) of the operation was devoted to warehousing, distribution and office space. The remainder of the building was used for leather goods processing (cutting, pressing and sewing of guitar straps and key fobs). It was also noted that the entire leather raw product arrived in a finished state and there was no persevering, curing, or tanning of leather on site. Based on the operations and the zoning bylaw of the day it was determined that their operation would be considered a permitted use at the Church Street Extension site within the Local Commercial (LC-1) Zone.

Given the above assurances the applicant purchased the property however in the intervening years Council approved a new Municipal Planning Strategy and Land Use Bylaw October 5, 2015. In the new document "warehousing" was no longer listed as a permitted use. The applicant was informed that as the 'Local Commercial' Zone permits a range of small scale commercial uses compatible with residential uses, industrial manufacturing or warehousing did not fit this description and were not specifically mentioned as a permitted use in this zone.

The *Municipal Government Act* states the following: "238 (1) A... nonconforming use in a structure, may continue if it exists and is lawfully permitted at the date of the first publication of the notice of intention to adopt or amend a land-use by-law." In correspondence sent to the present owners of the property March 20, 2013 they were advised that their operation was considered a permitted use at the time within the Local Commercial (LC-1) Zone in the old Municipal Planning Strategy and Land Use Bylaw. Therefore it was lawfully permitted when the new bylaw was adopted by Council October 5th, 2015 and also, importantly, at the time of the first publication advertised the month prior. Staff therefore considered the present use of the property as a "...nonconforming use in a structure, [which] may continue..."

Notwithstanding the above assurances staff are recommending that the zone be amended by adding "Existing light industrial manufacturing and assembly" and "Warehousing or storage facilities" to the Local Commercial (C-1) Zone as permitted uses in the zone in order to remove the legal non-conforming use status of the property and buildings thus reducing any financial risk associated with the building being destroyed or the business discontinuing and not being able to be reestablished on the site.

Analysis

The two cases addressed in this staff report are similar in that they both deal with buildings which have been considered as legal non-conforming uses with respect to the requirements of the respective land use bylaws.

They are also both similar in that both Land Use Bylaws allow “Warehousing and storage facilities, including recycling depots” in other zones. For example, in the Central plan both the Hamlet Industrial Zone and the Rural Industrial Zone permit this use. In the Fringe plan “Warehousing and storage facilities, including recovery depots” are permitted in the Light Industrial Zone and the General Industrial Zone. However while a “recovery depot” is permitted in the Local Commercial (C-1) Zone and “recycling depots” are permitted uses in the Rural Commercial (RC-1) zone the less intensive “warehousing and storage facilities” is not permitted. Staff therefore suggest that warehousing would be an addition in keeping with the uses already permitted in the two zones.

The area in which the two applications differ is the “light industrial manufacturing and assembly” component of the Levy Leathers business. Originally this was considered as accessory to the main use of the building based on the floor area being devoted to storage, distribution and office space. Staff are now however recommending that the existing assembly of leather products be specifically mentioned in the zone. At the same time staff are not convinced that light industrial manufacturing and assembly should be considered as a normal component of a local commercial zone. Adding “existing” light industrial manufacturing and assembly as a permitted use also means the Church Street property would be in conformance with the zone and not have the same legal non-conforming use restrictions were the building to be destroyed or the business to cease operations.

Proposals for Action:

- Amend Part 10 Rural Commercial (RC-1) Zone of the Central Antigonish Planning Area Land Use Bylaw to add a clause “**o. warehousing**” to the list of permitted uses within the zone.
- Amend Part 15 Local Commercial (C-1) Zone of the Antigonish Fringe Planning Area Land Use Bylaw to add clause “**ga. existing light industrial manufacturing and assembly**” and clause “**y. warehousing or storage facilities**” to the list of permitted uses within the zone.

Appendix

Amending Pages

A BYLAW TO AMEND THE LAND USE BYLAW
FOR THE MUNICIPALITY OF THE COUNTY OF ANTIGONISH
CENTRAL ANTIGONISH PLANNING AREA

The Land Use Bylaw for the Municipality of the County of Antigonish, **Central Antigonish Planning Area** is hereby amended as follows:

- 1) By the addition in Part 10 Rural Commercial (RC-1) Zone in section 10.1 RC-1 Uses Permitted adding the following text in bold:

10.1 No development permit shall be issued in a Rural Commercial (RC) zone except for one or more of the following uses:

- a. Automobile service centres*
- b. Automobile sales*
- c. Banks and other financial institutions*
- d. Business and professional offices*
- e. Country market*
- f. Convenience stores*
- g. Day care centres*
- h. Leasing or rental of commercial equipment*
- i. Automobile fuel stations*
- j. Retail stores*
- k. Recycling depots*
- l. Restaurants and licensed establishments*
- m. Residential units within a commercial building*
- n. Veterinary clinics*
- o. Warehousing***

This is to certify that the resolution of which this is a true copy, was passed at a duly called meeting of the Municipal Council of the Municipality of the County of Antigonish held on the:

_____ day of _____ 2018.

Given under the hand of the Municipal Clerk and under the corporate seal of the Municipality this:

_____ day of _____ 2018.

Mr. Glenn Horne, Municipal Clerk

Amending Pages

A BYLAW TO AMEND THE LAND USE BYLAW
FOR THE MUNICIPALITY OF THE COUNTY OF ANTIGONISH
ANTIGONISH FRINGE PLANNING AREA

The Land Use Bylaw for the Municipality of the County of Antigonish, **Antigonish Fringe Planning Area** is hereby amended as follows:

- 1) By the addition in "Part 15 Local Commercial (C-1) Zone" in section "15.1 C-1 Uses Permitted" adding the following text immediately following "g. Duplexes":

ga. existing light industrial manufacturing and assembly

- 2) By the addition in "Part 15 Local Commercial (C-1) Zone" in section "15.1 C-1 Uses Permitted" adding the following text immediately following "x. Veterinary services":

y. warehousing or storage facilities

This is to certify that the resolution of which this is a true copy, was passed at a duly called meeting of the Municipal Council of the Municipality of the County of Antigonish held on the:

_____ day of _____ 2018.

Given under the hand of the Municipal Clerk and under the corporate seal of the Municipality this:

_____ day of _____ 2018.

Mr. Glenn Horne, Municipal Clerk

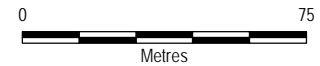
EASTERN DISTRICT
PLANNING COMMISSION

Zoning Confirmation Map

Central Antigonish Plan

TAYLORS ROAD

Antigonish County, Nova Scotia



HMHP-1

RD-1

TAYLORS RD

RC-1

Property of:
MACDONALD LEWIS HECTOR
Taylors Rd, Taylors Road
PID: 01297647
Zoning: RC-1 Rural Commercial



EASTERN DISTRICT PLANNING COMMISSION

This map is a graphical representation of property boundaries which approximate in size, configuration and location of properties. This map is not a land survey and is not intended to be used for legal descriptions. THIS IS NOT AN OFFICIAL RECORD.

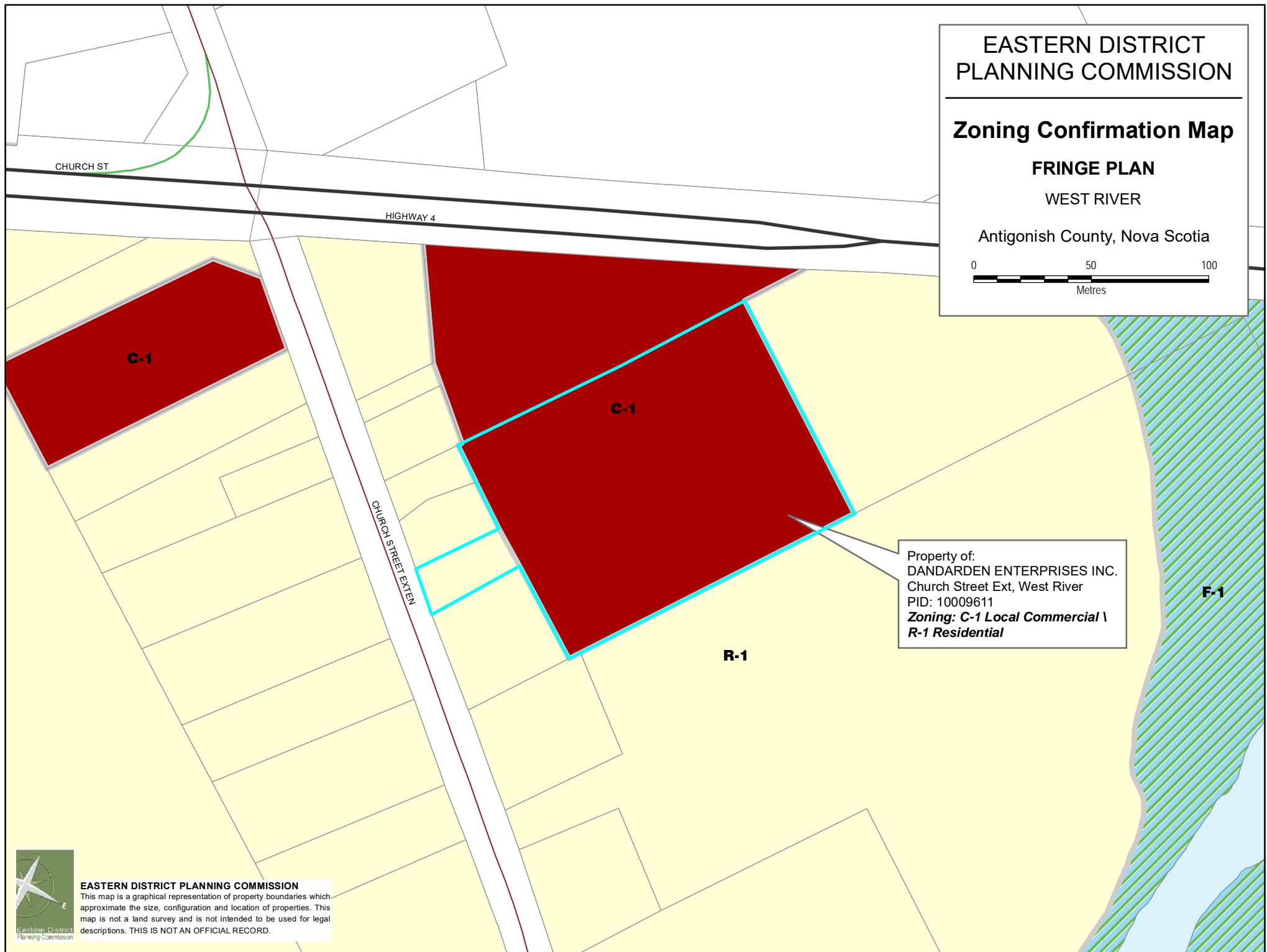
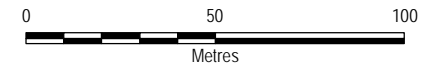
EASTERN DISTRICT
PLANNING COMMISSION

Zoning Confirmation Map

FRINGE PLAN

WEST RIVER

Antigonish County, Nova Scotia



C-1

C-1

R-1

F-1

Property of:
DANDARDEN ENTERPRISES INC.
Church Street Ext, West River
PID: 10009611
**Zoning: C-1 Local Commercial **
R-1 Residential



EASTERN DISTRICT PLANNING COMMISSION

This map is a graphical representation of property boundaries which approximate the size, configuration and location of properties. This map is not a land survey and is not intended to be used for legal descriptions. THIS IS NOT AN OFFICIAL RECORD.

To: **Antigonish Planning Advisory Committee
Antigonish County Council**

From: **Planning Staff (EDPC)**

Date: **January 29, 2018**

References: **Amendment to the Development Agreement between the Antigonish Affordable Housing Society and the Municipality of the County of Antigonish to allow for a third phase addition, to the Affordable Living Complex “Riverside Estates” under construction, consisting of a community room, utility room and small office space on property (PID: 01223668) located at 12 Hope Lane, off Vincent’s Way, Sylvan Valley, Antigonish County.**

Recommendation:

That Municipal Council approve amendments to the Development Agreement originally negotiated between the Town of Antigonish (on behalf of the Antigonish Affordable Housing Society) and the Municipality of the County of Antigonish with respect to the an Affordable Living Complex “Riverside Estates” comprising of a fourteen (14) unit Multiple Unit Dwelling on property (PID: 01223668) located at 12 Hope Lane, off Vincent’s Way, Sylvan Valley, Antigonish County to allow for a third phase annex consisting of a community room, laundry facilities, utility room and small office space.

Background:

On February 8, 2013 Planning Staff received an application from Katherine Reed of the Antigonish Affordable Housing Society to enter a development agreement for a proposed affordable housing complex consisting of one or two, two-storey multi-unit structures to house a variety of household types, including single people, childless couples and small families. The Society also wanted to include space for tenants’ gardens and a small commercial social enterprise like a Laundromat and laundry service. After a number of meetings, the plans were revised, removing the social enterprise component and settling on a single two-storey building housing a total of fourteen (14) units. Staff recommended approval of the agreement which was forwarded to the Planning Advisory Committee April 14, 2014 and Council held a Public Hearing May 20, 2014 after which the agreement was approved by Council and the appeal period ended June 11, 2014.

After a number of delays the development agreement was signed and registered against the property in the Registry of Deeds on March 29, 2016. Once the agreement was registered permits could be issued and construction commenced sometime after this date.

A new Municipal Planning Strategy and Land Use Bylaw for this area was adopted by Council October 5th, 2015 and on December 13, 2017 staff received a request to amend the development agreement to take into account a new annex to the building, consisting of a community room, utility room and small office space. This annex will be attached to the previously agreed upon 10 unit building. Like the previous bylaw the new documents also allow for the consideration of multi-unit buildings in excess of five (5) units by development agreement.

In July of 2017, the Society approached the Town of Antigonish Council requesting a donation of an additional piece of land, adjacent to the existing property to allow for the construction of a community room on the ground level rather than in the basement of the building. Town Council agreed to this request and the Society began the process of consolidating the two properties.

As part of the Society's agreement with Town Council they were requested to incorporate a greenspace into the development to provide privacy to the neighbours who have adjacent lots to this property. This greenspace will be incorporated into the amended development agreement. Recently also the Society was advised that they were one of the successful candidates in the national AVIVA Community Fund Competition for their project to incorporate a community room with the affordable housing units. This prize, of \$100,000 has been earmarked to be used to construct the community room which is a key aspect of the Society's vision of providing safe, affordable housing that is financially, environmentally and socially sustainable.

The development is located on Hope Lane and is divided by the Municipal Boundary the County shares with the Town of Antigonish. The property is designated Residential and zoned Residential Single Unit (R-1) in the County Planning Area (Fringe) Municipal Planning Strategy and Land Use By-law. Policy L-2.12 of the Municipal Planning Strategy makes provision for considering multiple-unit dwellings with five (5) or more units either in one or more buildings within the Residential Designation by development agreement. Also the Residential Single Unit (R-1) zone permits "Community and activity centres" as of right within the zone however since the annex is to be attached to the main building and the lot consolidation will bring all the property under the provisions of the Development Agreement, an amendment to the agreement is needed to allow the expansion.

A site visit was completed January 15, 2018 at which time photographs were taken of the proposed site. The property currently houses the first phase of the Society's project and the grounds have been prepared for the second phase of the building and the annex, assuming the successful amendment of the development agreement. See Picture #1. There is a small

drainage swale along the south edge of the property and a short tree line crossing the south corner of the lot. To the south generally are the backyards of homes. See Picture #2.

Picture #1: Looking West



Picture # 2: Looking East



When preparing such a development agreement or amendment to an agreement, staff will refer to the evaluation criteria written into the Municipal Planning Strategy (MPS) and include the relevant items in the agreement.

Analysis:

Under Policy 28(a) of the old Antigonish Fringe Municipal Planning Strategy, the proposed multi-unit residential development was considered by Council and approved by way of a development agreement. In reviewing this amendment to the development agreement staff were conscious of the fact that the majority of this development already has an approval. Further, so long as the footprint of the building and elevations in the development agreement were unchanged the community room, utility room and office could have been housed in the basement as of right. Finally were the Society to decide not to consolidate their properties and not to attach the annex to the proposed building it could also be built as of right given the R-1 Zone permits community and activity centres. This staff report therefore only focusses on the

addition of the annex and is not intended to review all of the criteria associated with the approval of the first agreement.

The section of the Planning Strategy which specifically applies to such a development agreement is Policy L-2.12, which is specific to multi-unit dwellings with five (5) or more units. The policy lists six things that Council shall have regard for in considering the development agreement including a reference to the Implementation Policy I-1.12, which lists evaluation criteria to be considered for any development agreement (not just multiple-unit residential).

Staff conducted an analysis of the proposed amendment to the existing development agreement, evaluating consistency with Policy L-2.12 of the Municipal Planning Strategy, which lists specific considerations relating to multiple-unit dwellings. The following is a synopsis of the criteria, evaluation, agreements and conditions (See Appendix A for details of the review):

Subsection “a” of Policy L-2.12 requires that a proposed development must meet the lot requirements for the use in the Residential Multi-Unit (R-2) Zone. These requirements can all be met on the proposed site with the exception of the rear yard setback. The required setback in the zone is twenty-five (25) feet and the proposed annex will be only approximately sixteen (16) feet from the corner of the building to the back lot line. The original development agreement however reduced the rear yard to approximately twelve (12) feet.

Subsection “b” of Policy L-2.12 states that the height, bulk, lot coverage and appearance of any building are required to be compatible with adjacent land uses. The proposed annex is an extension to the proposed fourteen (14) unit building but is one, rather than two storeys in height. The whole proposed building has been designed to be sympathetic with neighbouring uses, using variations in the massing of the structure, articulating the roofline and building entrances to give the appearance of several smaller structures and using exterior building materials consistent with those used in the surrounding area. Also, wherever possible, the developer is committed to retaining the existing tree line and planting hedgerows along the rear property lines. With these considerations, staff feels that the proposed development meets the requirements for compatibility in terms of the height, bulk, lot coverage and building appearance with adjacent land uses. Subsection “c” of Policy L-2.12 requires Council consider building design and the provision of barriers, berms, fences, and/or landscaping to minimize effects on adjacent land uses. The site plan retains the existing tree line and includes hedgerows on some of the rear property lines. The development agreement however requires a hedgerow planting along all the rear property lines.

The proposal also complies with Subsection “d” of Policy L-2.12 of the MPS that deals with parking. The annex will have four (4) parking spaces for the expansion. The zoning however would require six (6) spaces. While the site can accommodate that much parking, staff felt that

the primary purpose of the community space is to serve the resident of the building who either already have a parking space or because of the affordable nature of the building do not have access to a vehicle. The policy also does not stipulate a number of spaces but rather, *“...the parking area proposed on the site is of a sufficient size to satisfy the needs of the particular development, is well designed, and is properly related to any buildings, landscaped areas and adjacent public streets.”* Staff suggest that reducing the parking area meets this criteria and allows the proposed expansion to meet the Society’s stated goal of allowing for more green space for gardens, clothes lines and spaces for residents to play safely.

Suitable on-site amenity space must be provided by the developer, as per subsection “e” of Policy L-2.12. It is the purpose of the annex to provide such space.

The proposed development agreement must also be consistent with Policies I-1.12 and I-1.13 of the Municipal Planning Strategy, which stipulates the Evaluation Criteria and Terms for any development agreement. The synopsis of the criteria, evaluation, agreements and conditions are found in Appendix A. Staff note that these criteria are almost identical to criteria in the first development agreement and that the small expansion to the structure would not change the impact the building might have on items such as traffic generation, water and sewer services, etc. and in any case such items would still be regulated by the agreement.

Conclusion:

In the opinion of planning staff, the proposed amendment to the development agreement for the “Riverside Estates” development on Hope Lane meets the intent of the Municipal Planning Strategy according to the requirements of Policy L-2.12 and Implementation Policies I-1.12, I-1.13 and I-1.14 and the applicable Land Use By-law provisions.

The Municipality is advised to amend the development agreement registered against property owned by the Antigonish Affordable Housing Society (PID 01223668) to allow for a third phase addition, by replacing Schedule “A” – Lot Description, Schedule “B” – Site Plan and Schedule “C” – Elevations of the registered agreement with the schedules attached to this staff report.

Appendix A: Summary of Evaluation Criteria

Policy L-2.12 It shall be the policy of Council to consider approval of grouped dwellings and multiple-unit dwellings, townhouses, and converted dwellings within the Residential Designation according to the development agreement provisions of the <i>Municipal Government Act</i> . In considering such an agreement, Council shall have regard to the following:	
a. whether the proposal meets the R-2 zone requirements;	Complies (with rear yard variance)
b. whether the height, bulk, lot coverage and appearance of any building is compatible with adjacent land uses;	Complies (see Schedule "C")
c. whether consideration has been given to building design and the provision of barriers, berms, fences and/or landscaping as part of the residential development to minimize the effects on adjacent land uses;	Complies (see Schedule "B")
d. whether the parking area proposed on the site is of a sufficient size to satisfy the needs of the particular development, is well designed, and is properly related to any buildings, landscaped areas and adjacent public streets.	Complies (see Schedule "B")
e. whether there is adequate on-site amenity space, suitable in extent and design to the nature of the development; and	Complies
f. whether the proposal is consistent with the evaluation criteria for development agreements, found in Policy I-1.12.	See below
Policy I-1.12 In considering development agreements, in addition to all other criteria set out in various policies of this planning strategy, Council shall have regard for the following matters:	
a. Whether the proposal is in conformance with the intent of this Strategy and with the requirements of all other applicable municipal by-laws and regulations;	Complies (see 2.1)
b. Whether the proposal is premature or inappropriate by reason of:	
(i) Financial capability of the Municipality to absorb... costs...	Complies (see 2.4)
(ii) The adequacy of sewer and water services...	Complies (see 3.2)
(iii) The adequacy and proximity of school, recreation, and any other community facilities;	Complies

Appendix A: Summary of Evaluation Criteria (Continued)

(iv) The adequacy of road networks adjacent to, or leading to the development	Complies
(v) The potential for the contamination of water courses or the creation of erosion or sedimentation; and	Complies (see 3.4)
c. Whether the development has potential for damage to or destruction of historical buildings and sites.	Not Applicable
d. An erosion and sedimentation control plan prepared by a qualified individual or company;	Complies (see 3.4)
e. A storm water management plan prepared by a qualified individual or company.	Complies (see 3.1)

Policy I-1.13

It shall be the policy of Council that, when considering an application for a development agreement or an amendment to a development agreement, the agreement may include but not be limited to the following:

a. the specified use and size of the structure or an expansion to an existing structure, and the maximum floor area of additional or accessory uses;	Complies (see schedule "B")
b. the location of any structures within the development;	Schedule "B"
c. the percentage of land area that may be built upon and the size of yards, courts or other open spaces;	Schedule "B"
d. the external appearance of any proposed buildings, the compatibility with adjacent structures;	Schedule "C"
e. access to streets and parking;	Schedule "B"
f. the landscaping or buffering of development, including fencing, trees, shrubs, walkways and outdoor lighting;	Schedule "B"
g. signs;	None
h. the location of any open storage and the screening of any open storage areas from adjacent roadways and sensitive land uses;	Schedule "B"
i. hours of operation;	Not Applicable
j. the on-going maintenance of the development;	See 4.2.4 and 4.3

Appendix A: Summary of Evaluation Criteria (Continued)

k. minimum lot sizes;	Schedule “B”
l. the minimum area of land required for any class of use or size of structure;	Schedule “B”
m. regulating or prohibiting the use of land or the erection or use of structures except for such purposes as may be set out;	Schedule “B”
n. the maximum density of the population within the development; and	Schedule “B”
o. any other similar matter that may be addressed in a Land Use By-law that Council feels is necessary to ensure the general compatibility of the use and structures with adjacent areas.	Remainder of Development Agreement

Policy I-1.14

Council may require that any or all of the following information be submitted by the developer or property owner with respect to any proposed development that is subject to a development agreement:

a. details of the existing physical and environmental characteristics of the proposed site including information regarding topography, contours, elevations, dimensions, natural drainage, soils, existing watercourses, vegetative cover, size and location of lands;	Not requested
b. details of the proposed location, height, dimensions and use of all buildings or structures proposed to be built or erected on the lands;	Schedule “B”
c. for lands on which municipal servicing is not provided, information regarding the provision of water and sewage disposal;	Not Applicable
d. details of the proposed access and egress to and from the lands and estimated traffic flows to be generated and parking provisions;	Not requested
e. information regarding the intended hours of operation, open storage, signs; and	Not applicable
f. details regarding the provision of an appropriate landscape buffer or visual barrier, if required.	Schedule “B”

Appendix B

THIS DEVELOPMENT AGREEMENT made this _____ day of _____, AD 2014,

BETWEEN

MUNICIPALITY OF THE TOWN OF ANTIGONISH of 274 Main Street, Antigonish, Province of Nova Scotia (hereinafter called the "Developer").

OF THE FIRST PART

-and-

MUNICIPALITY OF THE COUNTY OF ANTIGONISH, a body corporate, in the County of Antigonish, Province of Nova Scotia (hereinafter call the "Municipality").

OF THE SECOND PART

WHEREAS the Developer has good title to lands known as PID 01223668 located off located off Vincents Way, Sylvan Valley, Antigonish County in the Municipality of the County of Antigonish, Nova Scotia, and which said lands (hereinafter called the "Property") are more particularly described in Schedule "A" of this Agreement;

AND WHEREAS pursuant to Part (2), subsection 10(a) of the *Antigonish Fringe Land Use By-law*, the Developer has requested permission to erect an 14-unit affordable living complex on the Property;

WITNESS that in consideration of the sum of One Dollar (\$1.00) now paid by the Developer to the Municipality (the receipt of which is hereby acknowledged) the request to change the use of the Property is agreed upon by the Developer and the Municipality subject to the following:

PART 1: DEFINITIONS

- 1.1 For the purpose of this Agreement, **Affordable Living Complex** means a multiple unit dwelling designed for occupation by those with financial challenges;
- 1.2 All other words shall carry their customary meaning except those defined under PART 4-A, subsection 1(a) of the *Antigonish Fringe Land Use By-law*.

PART 2: GENERAL REQUIREMENTS

- 2.1 Except as otherwise stipulated by this Agreement, the development of the Property shall comply with the *Antigonish County Fringe Land Use By-law*;
- 2.2 Subject to the provisions of this Agreement, the Developer shall be bound by all By-laws and regulations of the Municipality as well as by any applicable statutes and regulations of the Province of Nova Scotia;

- 2.3 Notwithstanding Section 2.2, where the provisions of this Agreement conflict with those of any other provincial or federal regulations, by-laws or codes, the more stringent requirements shall apply;
- 2.4 The Developer shall assume full responsibility for meeting all obligations and financial liabilities required to satisfy all federal, provincial or municipal regulations, by-laws or codes in force at the present time, or at any time in the future;
- 2.5 Further to Section 2.2, the Developer shall receive any necessary approvals from the Fire Marshall's Office and shall meet all the "Barrier Free" or "Handicap Access" provisions of the National Building Code.
- 2.6 All driveways and parking lot finishing and landscaping shall be substantially completed prior to the affordable living complex opening for occupancy subject to the weather and planting seasons.

PART 3: PHASING OF DEVELOPMENT:

- 3.1 The Developer shall employ the services of an Engineer to design a site plan for the remediation of water, sewer, drainage and storm drainage concerns prior to the issuance of permits.
- 3.2 Prior to the issuance of permits, the Director of Engineering Services of the Municipality of the County of Antigonish Public Works Department will be satisfied as to the following:
 - (a) the Developer shall install any necessary new sewer lines from the existing Municipal sanitary lines to the new buildings separate from any existing sewer lines. These new sewer lines shall meet the standards found in the *Municipal Services Systems General Specifications Pursuant to the Subdivision By-law*, and;
 - (b) the Developer shall install any necessary new water lines from the existing Municipal water lines to the new buildings separate from any existing water lines. These new water lines shall meet the standards found in the *Municipal Services Systems General Specifications Pursuant to the Subdivision By-law*.
- 3.3 Notwithstanding Section 3.2 above in the event that water and/or sewer services can be obtained from the Town of Antigonish approvals from the Director of Engineering Services of the Town of Antigonish shall be sufficient for compliance with 3.2(a) and/or 3.2(b) as required.
- 3.4 The following requirements of the Nova Scotia Department of Environment must be met:
 - (a) an Erosion and Sedimentation Control plan designed for the development by a professional engineer must be prepared before and implemented during construction;
 - (b) exposed soils must be stabilized by such measures as covering soil stockpiles with hay/straw, and;

- (c) any water pumped or drained from the excavation must have a Suspended Solid (SS) concentration below 25 mg/l (ppm) before it crosses a lot line.

PART 4: DEVELOPMENT OF THE PROPERTY:

4.1 USES PERMITTED

This Agreement shall permit the construction of a two-storey, 14-unit unit affordable living complex on one lot as shown on the site plan in Schedule “B”.

4.2 BUILDING AND SITE REQUIREMENTS

4.2.1 Special Design Requirements

Exterior cladding and architectural design of buildings shall be compatible with other types of exterior treatment in the neighbourhood and generally as shown on the elevations attached as Schedule “C” to this development agreement.

4.2.2 Parking

Parking spaces shall be provided for the affordable living complex at a ratio of 1.2 parking spaces per dwelling unit and include “Barrier Free” or “Handicap Access” spaces as per. the provisions of the National Building Code.

- (a) Each parking space shall be clearly demarcated;
- (b) Parking areas shall be lit. Such lighting shall provide sufficient light for parking spaces and walkways but shall not be directed in such a way that neighbouring properties or roadways will be negatively affected;
- (c) Parking areas shall be maintained with asphalt, concrete, or permeable paving.

4.2.3 Access to Public Road Street System

- (a) Access to the site shall be off of Vincent’s Way as shown on the Site Plan (Schedule “B”).
- (b) The Vincent’s Way access will be considered a temporary access to be replaced by an access to Riverside Drive when this road is constructed.
- (c) All costs associated with the realignment and reconstruction of the access to the site shall be the responsibility of the owner.

4.2.4 Site Layout

- (a) The building shall be placed on the site as shown on the Site Plan (Schedule “B”).
- (b) The grounds shall be maintained as follows:
 - i) an erosion and sediment control plan shall be prepared by a qualified engineer and implemented before construction shall begin;
 - ii) landscaping shall be constructed and maintained to meet or exceed the standards established by the general landscaping plan shown in the Site

Plan (Schedule "B") and shall include the planting of a hedge row along all rear yard lines as shown on the Site Plan;

- iii) all landscaped areas and shared open space shall be maintained free from litter and debris.

4.3 OPERATION AND MAINTENANCE OF PROPERTY

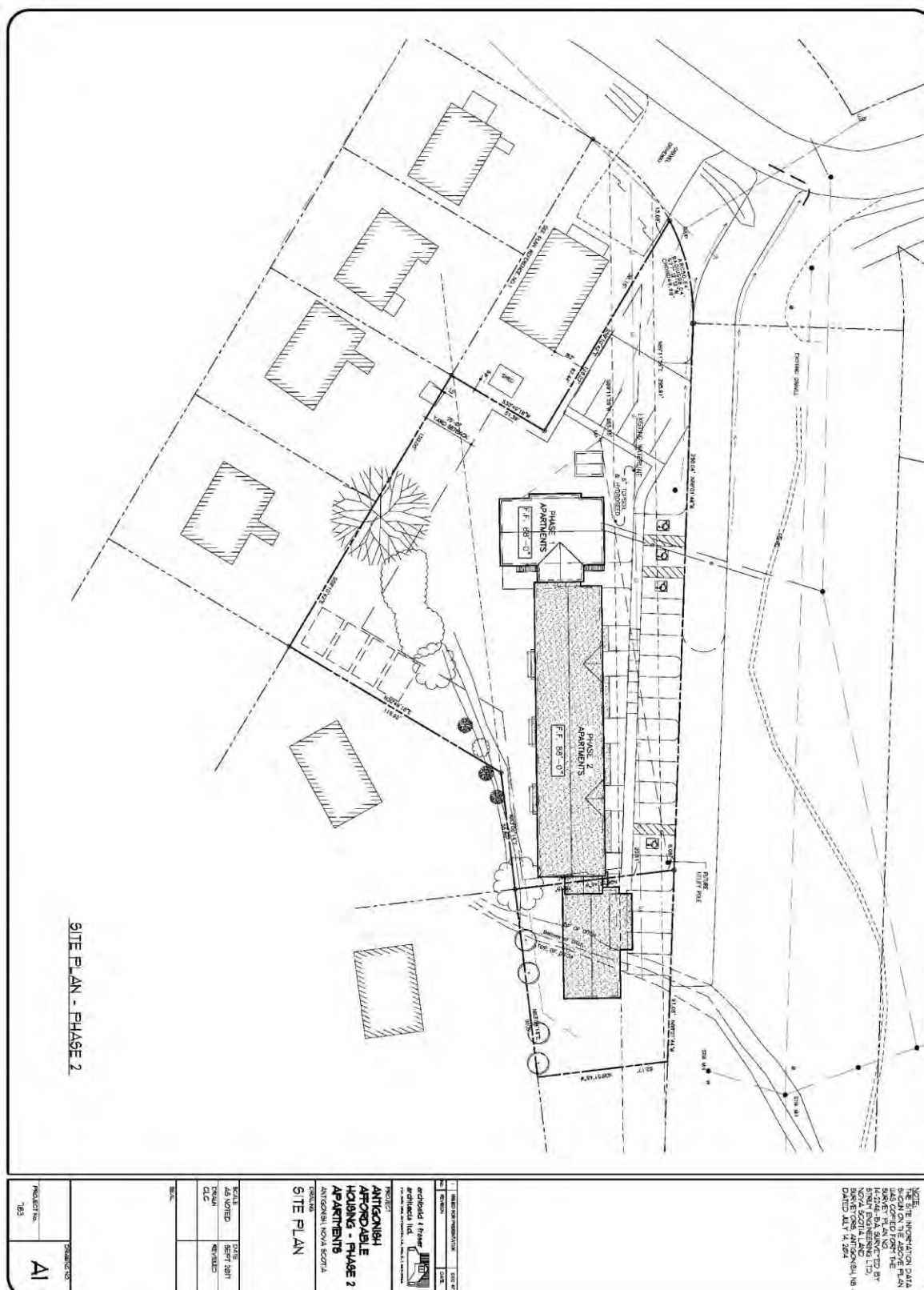
4.3.1 The Developer shall provide garbage receptacles which shall be:

- (a) emptied on a weekly basis, and;
- (b) located indoors or adequately screened or fenced to ensure a neat and clean appearance.

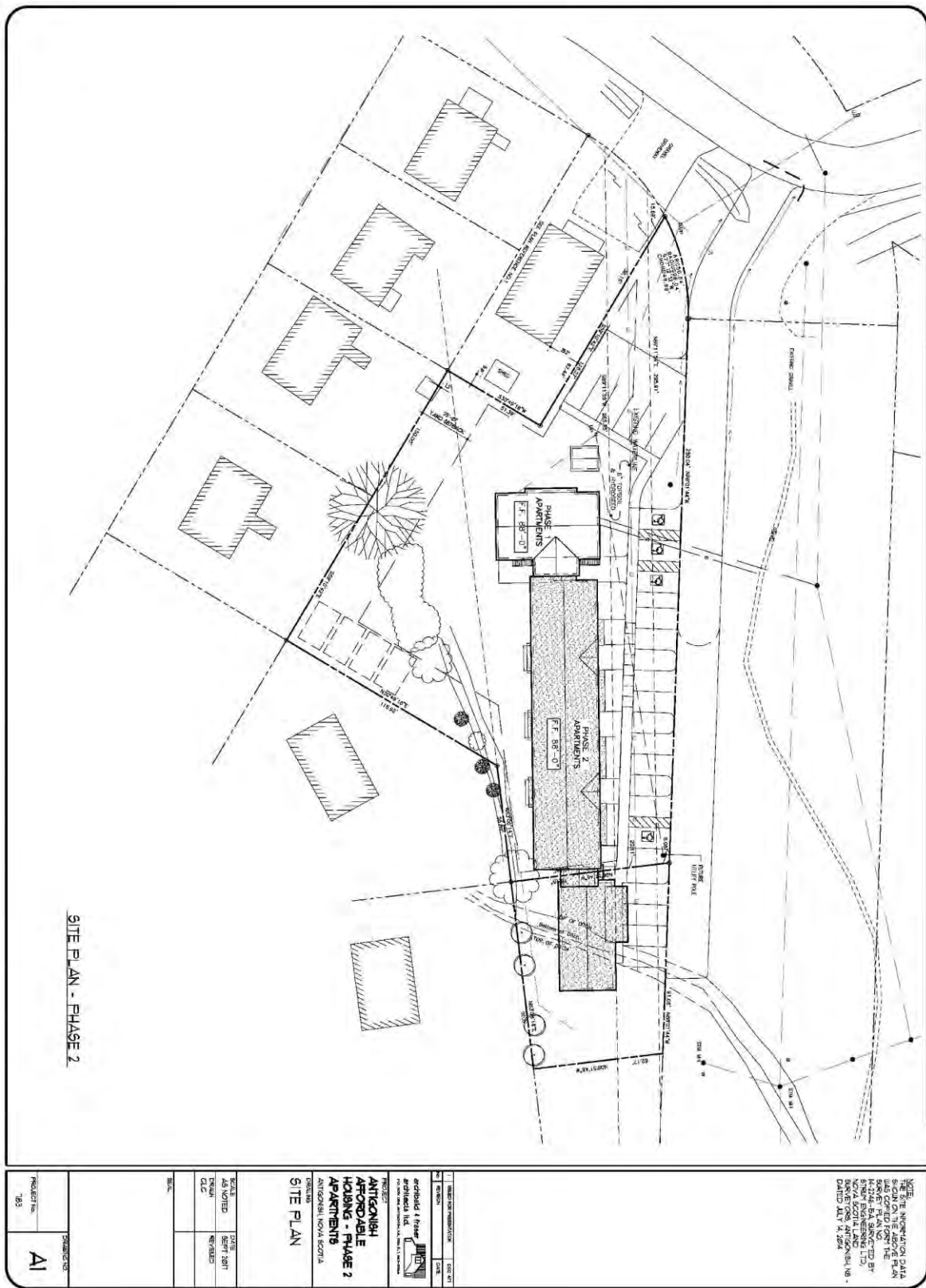
PART 5: IMPLEMENTATION

- 5.1 This Agreement shall be binding upon the Developer's assigns, mortgages, lessees, successors and occupiers of the Property.
- 5.2 This Agreement shall be filed by the Municipality in the Registry of Deeds at Antigonish, Nova Scotia and shall form a charge or encumbrance upon the Property.
- 5.3 The costs of recording and filing all documents related to this Agreement shall be paid by the Developer.
- 5.4 The provisions of this Agreement are severable from one another and the invalidity or unenforceability of one provision shall not prejudice the validity or enforcement of any other provisions.
- 5.5 Upon breach by the Developer of any of the terms or conditions of this Agreement, the Municipality may, after thirty (30) days' notice in writing to the Developer of the breach, enter and perform any of the terms and conditions of this Agreement. It is agreed that all reasonable expenses arising out of the entry or the performance of the terms and conditions may be recovered from the Developer by direct suit and shall form a charge on the Property.
- 5.6 This agreement may be discharged at the discretion of the Municipality upon the completion of the project and the satisfactory fulfillment of the terms of the agreement.
- 5.7 This agreement or portions of it may be discharged at the discretion of the Municipality with or without the concurrence of the property owner if construction has not commenced within two years and/or construction has not been completed within three years of the signing of the agreement.

Schedule "A" – Lot Description (New Consolidated Lot)



Schedule "B" – Site Plan



Schedule "C" – Elevations

