

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

From: **Planning Staff (EDPC)**

Date: **October 5, 2020**

Reference: **Request for a Development Agreement by the Antigonish Affordable Housing Society to construct a 12 unit grouped dwelling on the property located at PID #10017036.**

Recommendation:

That Municipal Council approve a Development Agreement between the Municipality of the County of Antigonish and the Antigonish Affordable Housing Society to construct a 12-unit grouped dwelling on Appleseed Drive (PID #10017036).

Background Information:

The Planning Commission received a letter on March 4th, 2020 requesting a Development Agreement from the Antigonish Affordable Housing Society’s treasurer, Angus MacGillivray.

Finalized tender drawings were received September 8th, 2020 through a correspondent at Archibald & Fraser. The proposal contains a total of 12 units, spread across 4 buildings. Building 1 consists of 3 two-bedroom units, building 2 consists of 4 one-bedroom units and 1 two-bedroom unit, building 3 consists of utility facilities and a community room, building 4 consists of 2 two-bedroom units and 2 three-bedroom units. The proposed development is to be located behind a constructed driveway and parking lot, with all proposed buildings arranged across the parking lot. (See Site Plan, Page 12).

The property is located on Appleseed Drive adjacent to the Antigonish Education Centre in the County of Antigonish, it is currently zoned Residential (R-1) and is also designated as Residential.

Analysis:

The *Antigonish Fringe Municipal Planning Strategy* provides policies which allow for a multiple unit grouped dwelling residential developments through an agreement process, which is consistent with the development proposal. As Policy I-1.11 (c) states:

The following uses shall be considered subject only to the entering into of a development agreement:

- c. **multiple unit residential uses with five (5) or more dwelling units according to Policy L-2.12;**

	Description
Designation:	Residential
Zoning:	Residential (R-1)
Identification:	PID #10017036
Total Lot Area:	6394m ² (1.58 acres)
Site Visit:	April 20, 2020

Council has determined that multiple unit residential dwellings should be considered for approval in the Residential Designation according to the Development Agreement provisions of the *Municipal Government Act*. In addition, Council has noted certain aspects which must be addressed in the development proposal. These aspects include: meeting R-2 zone requirements, compatibility of the building(s), minimization of potential detriments on the adjacent land uses, sufficient parking, adequate amenity space, and consistency with the evaluation criteria of Policy I-1.12.



Figure 1 – Context Map

The R-2 zone requirements of the *Antigonish Fringe Land Use By-law* are met by the development proposal through a few provisions made in the agreement. This development is unique due to its intent for use as affordable housing units and the inclusion of a community room / utility building for use of the occupants. This community room was factored into the analysis for the requirements addressing amenity space and the special requirement for bedroom floor area maximums. The community room acts as the developments' amenity space and the rest of the utility buildings' floor area factors into the calculation of maximum bedroom floor area to meet the zone requirements.

The buildings within the development must be compatible with adjacent land uses. The proposed development is intended to maintain the nature of surrounding development, being higher density residential dwellings. The height and size of the buildings appear to have similar characteristics to the existing residential uses adjacent to the proposed development.

Building design, including the usage of landscaping as a method to minimize effects on the adjacent land uses are required in this circumstance due to the development needing to meet the R-2 zone requirements of buffering from adjacent residential land uses. This buffering is addressed through a provision in the development agreement which requires the developer to provide and maintain a landscaped area on the northern side of the property which is abutting another residential use. Maintaining a landscaped buffer will provide the necessary barrier for abutting properties from the usage of this development.

The parking area shown for the development is more than sufficient for the requirements of a development of this nature. A total of 26 parking stalls are included, with 6 being barrier-free parking stalls. The parking stalls are appropriately sized and located on the lot. The parking area also includes some landscaped portions to break up the hard surface coverage of the lot.

As previously mentioned, the proposed development includes a community room and utility building. This building will act as a gathering space for the residents for recreation and for amenities such as laundry and storage. The amenity space is suitable and the design of the space is seamlessly incorporated into the development.



Figure 3 – Amenity Building in Context

The proposal has also met all of the requirements of Policy I-1.12 with the provisions listed in the development agreement factored in. The proposal conforms to the intent of the *Strategy* and *By-law* by meeting the requirements of all appropriate policy and the requirements from the R-2 zone.

The development proposal is not deemed to be premature based on a number of criteria. Municipal public works staff have had the chance to inspect and confirm that the development proposal will not adversely affect the water and sewer system and plans regarding line connections have been deemed acceptable. The development is well within the proximity of a school and provides a community recreational area as one of the proposed buildings. A provision included in the development agreement associated with this document has a stipulation for the developer to obtain a review and approval from the Department of Transportation and Infrastructure Renewal regarding access and egress to and from the property. Any changes to conform to the standards from TIR will be permitted upon review by a Development Officer. The development is not located near any historic buildings or sites, so damage to any is very unlikely to occur. The development has obtained geotechnical and stormwater drawings and management plans from qualified firms.

The proposal has met all of the requirements outlined by Policy I-1.13, with the appropriate provisions added to the development agreement. Provisions address all three of the requirements which were included each as a separate clause in the development agreement. Landscaping will be required to be implemented and maintained along the northern side of the property to buffer the development from the existing and abutting R-1 usage. If any signage is intended to be put in, it must meet the normal requirements for signage in the *Land Use By-law* and the appropriate permits must be obtained. Any open storage or garbage receptacles must be screened off and emptied as appropriate.

Conclusion:

The development proposal, with added provisions, complies with all the criteria required for an agreement in the *Antigonish Fringe Municipal Planning Strategy*. The proposal maintains the intent of the *Strategy* through the nature of the development being for affordable housing.

The Municipality is advised to approve of the development agreement proposal located at the property identified as PID# 10017036 on Appleseed Drive, Antigonish County.

Appendix A: Summary of Evaluation Criteria

<p>Policy L-2.12 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>MGA</i>. In considering such an agreement, Council shall have regard to the following:</p>	
a. The proposal meets the R-2 zone requirements;	Meets req. (with provision)
b. The height, bulk lot coverage, use, and appearance of any buildings are compatible with adjacent land uses;	Meets req.
c. Consideration is given to building design and the provision of barriers, berms, fences and/or landscaping as part of the residential development to minimize effect on adjacent land uses;	Meets req.
d. Parking area proposed on the site is of a sufficient size to satisfy the needs of the particular development, is well designed and properly related to any buildings, landscaped areas and adjacent streets;	Meets req.
e. The proposal is consistent with the evaluation criteria for development agreements found in Policy I-1.12.	Meets req.
<p>Policy I-1.12 In considering development agreements, in addition to all other criteria as set out in various policies of this planning strategy, Council shall have regard for the following matters:</p>	
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;	Meets req.
<p>b. Whether the proposal is premature or inappropriate by reason of the:</p>	
(i) financial capability of the Municipality to absorb any costs relating to the proposal;	Meets req.
(ii) adequacy of sewer and/or water services to support the proposal;	Meets req.
(iii) adequacy and proximity of school, recreation and other community facilities;	Meets req.
(iv) adequacy of road networks adjacent to, or leading to the development;	Meets req.
(v) potential for the contamination of watercourses or the creation of erosion or sedimentation; and	Meets req.

Appendix A: Summary of Evaluation Criteria (Continued)

c. The potential for damage to or destruction of historical buildings and sites.	Meets req.
d. An erosion and sedimentation control plan prepared by a qualified individual or company;	Meets req.
e. A storm water management plan prepared by a qualified individual or company.	Meets req.
<p>Policy I-1.13</p> <p>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:</p>	
a. The specified use and size of the structure or an expansion to an existing structure, and the max. floor area of additional or accessory uses;	Meets req.
b. The location of any structures within the development;	Meets req.
c. The percentage of land area that may be built upon and the size of yards, courts or other open spaces;	Meets req.
d. The external appearance of any proposed buildings, the compatibility with adjacent structures;	Meets req.
e. Access to streets and parking;	Meets req.
f. The landscaping or buffering of development, including fencing, trees, shrubs, walkways and outdoor lighting;	Meets req. (with provision)
g. Signs;	Meets req. (with provision)
h. The location of any open storage and the screening of any open storage areas from adjacent roadways and sensitive land uses;	Meets req. (with provision)
i. Hours of operation;	N/A
j. The on-going maintenance of the development;	Meets req.
k. Minimum lot sizes;	Meets req.
l. The minimum area of land required for any class of use or size of structure;	Meets req.

Appendix A: Summary of Evaluation Criteria (Continued)

<p>m. Regulating or prohibiting the use of land or the erection or use of structures except for such purposes as may be set out;</p>	<p>N/A</p>
<p>n. The maximum density of the population within the development; and</p>	<p>Meets req.</p>
<p>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.</p>	<p>Meets req.</p>
<p>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:</p>	
<p>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;</p>	<p>Meets req.</p>
<p>b. details of the proposed location, height, dimensions and use of all buildings or structures proposed to be built or erected on the lands;</p>	<p>Meets req.</p>
<p>c. for lands on which municipal servicing is not provided, information regarding the provision of water and sewage disposal;</p>	<p>N/A</p>
<p>d. details of the proposed access and egress to and from the lands and estimated traffic flows to be generated and parking provisions;</p>	<p>Meets req.</p>
<p>e. information regarding the intended hours of operation, open storage, signs; and</p>	<p>Meets req. (with provision)</p>
<p>f. details regarding the provision of an appropriate landscape buffer or visual barrier, if required.</p>	<p>Meets req. (with provision)</p>

Appendix B: DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT made this _____ day of, _____ AD 2020,

BETWEEN

Antigonish Affordable Housing Authority of 20 East Main Street, Antigonish, Nova Scotia B2G 2E9 (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# 10017036 on Applesseed Drive 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 a 12-unit grouped dwelling 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, all 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 Nova Scotia Building Code Regulations where applicable.
- 2.6 All driveway and parking lot finishing, fencing and landscaping shall be completed prior to the apartment building opening for occupancy.

PART 3: USE OF LANDS AND DEVELOPMENT PROVISIONS:

3.1 Schedules

The Developer shall develop the Lands in a manner, which, in the opinion of the Development Officer, conforms to this agreement and the following Schedules attached to this Agreement.

- Schedule A Site Plan
- Schedule B Building Elevations

3.2 Requirements Prior to Approval

- 3.2.1 No municipal development or construction permit shall be granted unless:
 - (a) The Developer has submitted a Lot Grading Plan that has been prepared in accordance with the requirements of Section 4.2 of this Agreement, and the plan has been approved by the Antigonish County Municipal Engineer;
 - (b) The Developer has submitted a Site Servicing Plan that has been prepared by a Professional Engineer, and the plan has been approved by the Antigonish County Municipal Engineer. This plan shall include statements reflecting the following:
 - (i) 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;
 - (ii) 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*.
 - (c) The Developer has submitted an Erosion and Sedimentation Control Plan signed off by their Engineer as complying with the Department of Environment's guidelines.
 - (d) The Developer has submitted a Storm Water Management plan by a qualified Professional Engineer.

PART 4: DEVELOPMENT OF THE PROPERTY:

4.1 USES PERMITTED

This Agreement shall permit the construction of a 12-unit grouped dwelling as shown on the site plan in Schedule "A" and elevations in Schedule "B".

4.2 BUILDING AND SITE REQUIREMENTS

4.2.1 Parking

- (a) Twenty-six (26) parking spaces including six (6) barrier free access spaces as required by the Building Code Regulations, shall be provided as shown in the Site Plan (Schedule "A");
- (b) The parking area shall meet all other parking requirements as found in the Antigonish County Fringe Land Use By-law;
- (c) Each parking space shall be clearly demarcated;
- (d) The parking area shall be maintained with asphalt;
- (e) Lights used for illumination of the parking lot shall be arranged to divert the light away from the street, adjacent lots and buildings.

4.2.2 Site Layout

- (a) The buildings shall be placed on the site as shown on the Site Plan (Schedule "A");
- (b) A landscaped area will be implemented and maintained on the northern side of the property to screen from the existing residential use abutting the property.
- (c) An amended access and egress may be required by the Department of Transportation and Infrastructure Renewal. Edits made to the access and egress of the site plan to conform with TIR standards will be permitted upon review of a Development Officer.

4.2.3 Lighting

Lighting of the parking area may be provided. 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 would be affected.

4.2.4 Signage

Prior to erecting any signage on or related to the property, the appropriate permits and permissions will be obtained.

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) screened or fenced to ensure a neat and clean appearance

- 4.3.2 The location of the garbage receptacle shall be considered non-substantive so long as the location meets the requirements of the *Land Use By-law* or in the case where the Municipality provides curbside pickup to the building and a location is not required.

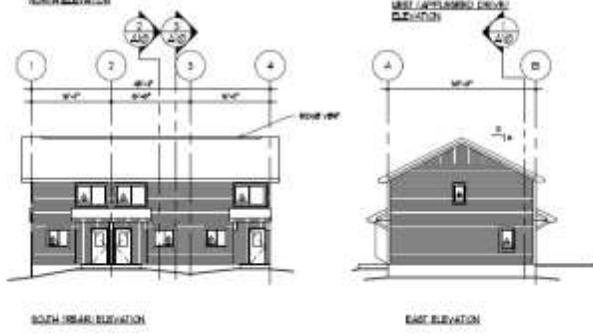
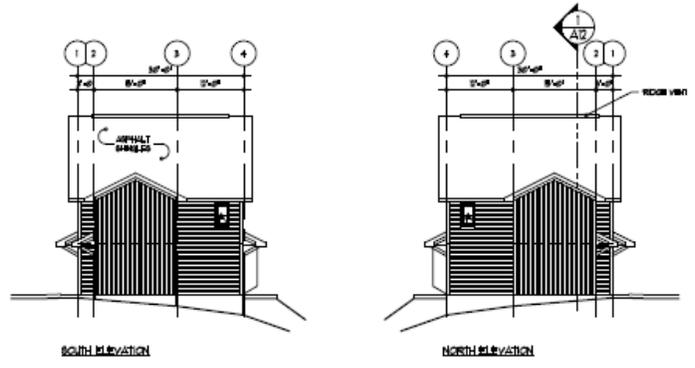
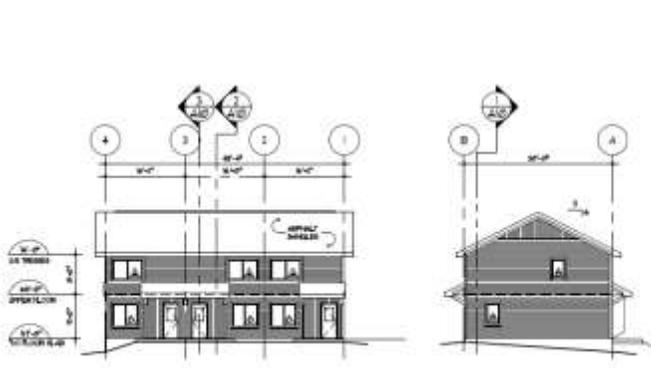
PART 5: IMPLEMENTATION

- 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 This Agreement shall require the Developer to obtain a review and acceptance of the site plan, regarding the access and egress of the development by the Department of Transportation and Infrastructure Renewal.
- 5.5 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.
- 5.6 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.
- 5.7 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.
- 5.8 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.

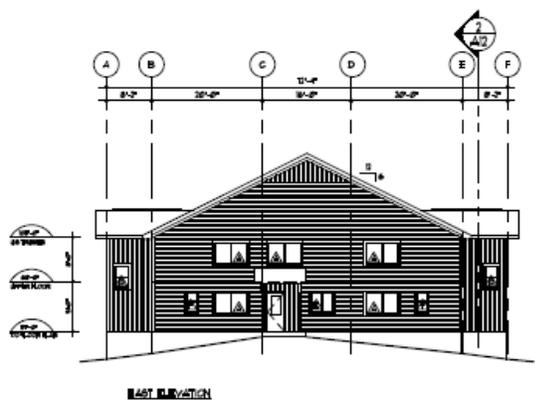
Schedule A:



Schedule B:



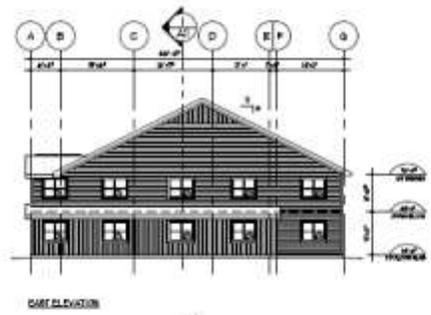
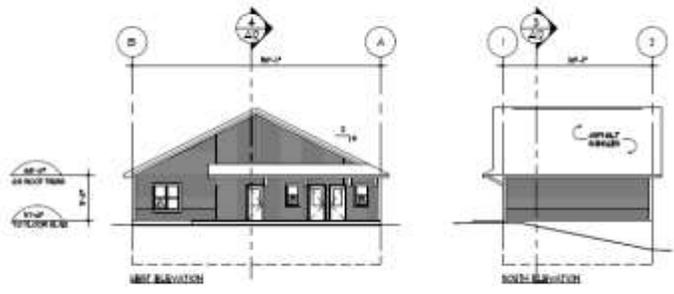
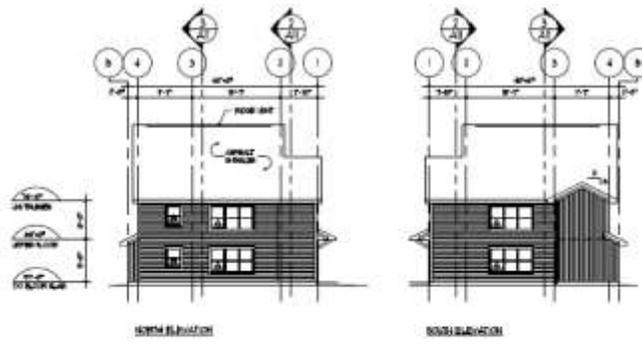
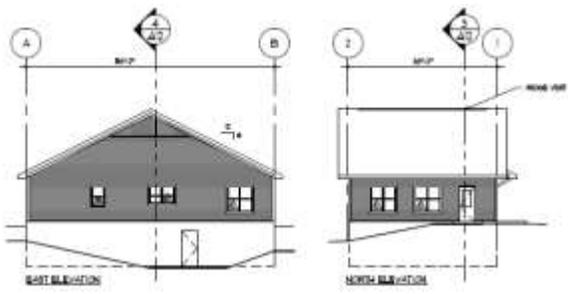
BUILDING 1
EXTERIOR ELEVATIONS
SCALE: 3/32" = 1'-0"



EAST ELEVATION



BUILDING 2
EXTERIOR ELEVATIONS
SCALE: 3/32" = 1'-0"



**BUILDING 3
EXTERIOR ELEVATIONS**
SCALE: 3/8" = 1'-0"



**BUILDING 4
EXTERIOR ELEVATIONS**
SCALE: 3/8" = 1'-0"