



**COUNCIL MEETING AGENDA**  
**Tuesday, April 21st, 2015 @ 7:30 pm**  
**Municipal Administration Centre (Council Chambers)**

- 1) Call to Order – Chairman, Warden Russell Boucher
- 2) Approval of Agenda
- 3) Approval of Municipal Council Minutes of March 17<sup>th</sup>, 2015
- 4) Business Arising from Minutes
- 5) Public Hearing
  - i. Nova D.A.
- 6) Presentation(s)
  - i. CACL – Jeff Teasdale
  - ii. Antigonish Art Fair – David Miller
- 7) Correspondence
  - i. Bird Studies Canada – Piping Plovers in Antigonish County
  - ii. H. Stephen McNeil – Canada East Pipeline
- 8) Committee Reports
  - i. Committee of the Whole – April 7, 2015
  - ii. Committee of the Whole – April 21, 2015 (Will be provided at the meeting)
- 9) Motion(s)
  - i. EDPC Appointments
- 10) Reports from Individual Council Members on Outside Boards, Committees, and Commissions
- 11) Miscellaneous Business
  - i. District 3 Road Petition
- 12) Adjournment

# STRATEGIC PRIORITIES CHART

October 2014

## CORPORATE PRIORITIES (Council/CAO)

### NOW

1. **SOLAR ENERGY: Business Case**
2. **SEWER TREATMENT PLANT: Memorandum of Understanding**
3. **ECONOMIC DEVELOPMENT & TOURISM STRATEGY: Terms of Ref.**
4. **FRINGE AREA WATER: Options**
5. **FRINGE AREA MPS: Completion**

### TIMELINE

November  
December  
November  
January  
December

### NEXT

- PLANNING FUNCTION: Review
- CAPITAL STRATEGY
- POTENTIAL SHARED SERVICES
- INDUSTRIAL PARK
- RESIDENTIAL ENERGY PROGRAM
- LONG TERM FINANCIAL PLAN

### ADVOCACY / PARTNERSHIPS

- *Shared Services Review*
- *Potential Shared Services*

## OPERATIONAL STRATEGIES (CAO/Staff)

### CHIEF ADMINISTRATIVE OFFICER ( )

1. **EDT STRATEGY: Terms of Reference - Nov.**
  2. REN: Start-up - April
  3. SHARED SERVICES: Review
- Strategic Plan Linkages
  - Policy Review

### FINANCE ( )

1. CAPITAL STRATEGY: Inventory - June
  2. Water utility Rates: Review - Nov.
  3. IT Proposal - Staff - Jan.
- LONG TERM FINANCIAL PLAN
  -

### PUBLIC WORKS ( )

1. SEWER TREATMENT PLANT: MOU - Nov.
  2. FRINGE AREA WATER: Options - Jan.
  3. Water Meter Proposal - Jan.
- Maintenance System
  -

### RECREATION ( )

1. Accessibility Policy -
  2. Registration Software
  3. Active Transportation Actions
- -

### CORPORATE SERVICES ( )

1. **SOLAR ENERGY: Business Case - Nov.**
  2. Residential -
  3. MCCAP: Review -
- Business Continuity
  - Public Engagement Strategy

### PLANNING (\_\_\_\_)

1. **FRINGE MPS: Completion**
  2. South West MPS -
  - 3.
- -

**CODES:** BOLD CAPITALS = NOW Priorities; CAPITALS = NEXT Priorities; *Italics = Advocacy*;  
Regular Title Case = Operational Strategies



## **MUNICIPALITY OF THE COUNTY OF ANTIGONISH**

Municipal Council Meeting - Minutes

**Tuesday, March 17, 2015**

**7:30 to 9:00 pm**

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Present: Deputy Warden Owen McCarron, Chairperson

Councillors: Donnie MacDonald                      Bill MacFarlane  
Mary MacLellan                                      Vaughan Chisholm  
Angus Bowie

Also present: Glenn Horne, Municipal Clerk/Treasurer  
Beth Schumacher, Deputy Clerk  
John Bain, EDCP  
Adam Rodgers, Solicitor – Boudrot & Rodgers Law Firm  
Corey LeBlanc, Antigonish Casket  
Matt Draper, The Reporter  
Bill MacCuish, 989 XFM  
Gallery

Regrets: Warden Russell Boucher; Councillor Pierre Boucher; Councillor Hugh Stewart;  
Councillor Rémi Deveau

The meeting was called to order at 7:35 by the Chair, Deputy Warden McCarron.

### **APPROVAL OF AGENDA**

Deputy Warden McCarron called for any additions or deletions to the agenda. Mr. Horne identified the following items were to be added to the agenda:

- Items 5) i. and 5) ii. (public hearings) were reversed in order
- Item 7) ii – Correspondence from TransCanada
- Item 8 - a report from the Planning Advisory Committee
- Item 10 - a letter of congratulations to a local woodlot owner for a stewardship award was added under miscellaneous business.

**Min #2015-036 (Approval of Agenda)**

*MOVED by Councillor MacDonald, SECONDED by Councillor MacFarlane, that the agenda be approved as amended. Motion carried.*

### **APPROVAL OF MINUTES**

Deputy Warden McCarron called for the approval of the Municipal Council Minutes of February 17, 2015.

**Min #2015-037 (Approval of February Minutes)**

*MOVED by Councillor MacLellan, SECONDED by Councillor Bowie, that the Municipal Council Minutes of February 17, 2015 be approved. Motion carried.*

## **PUBLIC HEARING**

Mr. Horne reviewed the Public Hearing Protocol in accordance with the requirements of the *Municipal Government Act*.

### **Amendments to the new Antigonish Fringe Municipal Planning Strategy and Land Use By-law**

John Bain, Director, Eastern District Planning Commission, provided a brief summary of the amendments proposed to the new Antigonish Fringe Municipal Planning Strategy (MPS) and Land Use By-law (LUB), to address concerns with the height and size of signage within a prescribed distance of the Highway 104 right-of-way. A copy of the staff report presented to the Committee of the Whole on February 4<sup>th</sup> and provided to members of Council at this meeting is attached to the minutes. EDPC staff recommended that Council give the item second reading.

Deputy Warden McCarron asked if there was anyone present that was against the recommendation. No one asked to speak in opposition to the amendment. Deputy Warden McCarron then asked if there were anyone present in favour of the recommendations. There was no one present wishing to speak in favour of the item.

#### **Min #2015-038 (Approval of Fringe MPS/LUB Amendments)**

*MOVED by Councillor Chisholm, SECONDED by Councillor Mary MacLellan that Council:*

- a) Approve an amendment to the Municipal Planning Strategy by inserting a special height and area policy for signs located in close proximity to the Trans-Canada Highway;*
- b) Approve an amendment to the Municipal Planning Strategy by inserting a new variance policy for height and/or area of signs in commercial areas;*
- c) Approve an amendment to Part 7, Section 8, Sub-section (b) of the Land Use by-law by adding increased sign height and area provisions for signs in the General Commercial (G-2) and Large Scale Commercial (C-3) zones and in close proximity to the Trans-Canada Highway; and,*
- d) Approve an amendment to Part 7, Section 8, Sub-section (b) of the Land Use By-law adding a further increase sign height and area provision for sign in the General Commercial (C-2) and Large Scale Commercial (C-3) zones and in close proximity to the Trans-Canada Highway through a variance process where sightlines warrant an increased height to allow for visibility.*

*Motion carried.*

### **Special Events By-law**

Mr. Horne provided Council with a brief presentation outlining the background, consultation and requirements of the proposed Special Events By-law, a copy of which is attached. Mr. Horne noted that the notice of intent to consider this by-law for second reading was advertised in accordance with the requirements of the MGA, and no written submissions had been received by the Municipality.

Deputy Warden McCarron asked if anyone was present who wished to speak against the proposed by-law. Mr. Jonas Colter, the organizer of the Evolve festival, identified that he wished to speak against the by-law.

Mr. Colter noted that he has been trying to make Evolve a safe event, working with the Department of Tourism, whose requirements change every year. He has met with the organizers of the Stanfest festival in Canso. Mr. Colter noted that there were complications at Evolve last year because of drug use, and he was looking into establishing a safe “drug testing area” on site. He noted that he wants to work with the Municipality, EMO, the Fire Marshal, and others. The “parking lot party” that caught organizers off-guard last year is being formalized this year, to give better coordination with parking and emergency access.

Mr. Colter is concerned about the Special Events By-law, and because of it, is looking to move Evolve to another site such as Canso, Moncton, or PEI. Figures of 4,000 attendees and 1,000 volunteers spending approximately \$100 each per day were cited to give an idea of the potential local economic impact the festival has each year. He has not started selling tickets for this year’s festival yet because he is waiting for the final outcome of this by-law to better understand the regulatory and financial implications of it. Specifically, Mr. Colter has two concerns:

1. The by-law does not regulate/provide a ratio for the number of RCMP based on number of attendees at an event, instead leaving it to the discretion of the RCMP. Mr. Colter is concerned that this leaves this staffing to be subjective, and has not been able to connect with RCMP representatives to discuss and better understand what expense this may result in for his festival. He feels that his privately-hired security compliment, costing him approximately \$50,000, is more than adequate to address the festival’s needs.
2. Mr. Colter noted that the festival has not received any noise complaints in the past, and therefore he wishes to be granted exemption from the by-law’s restrictions on noise emissions between 2am and 7am. Mr. Colter noted that, if the stages are shut down during those hours, he believes that his festival patrons may look at other activities to occupy their time, inviting vandalism in the adjacent neighbourhood.

Overall, Mr. Colter feels that the unresolved questions cited above pertaining to this by-law are holding up his ability to do programming for his festival and begin ticket sales. He re-iterated several of the points noted above.

Councillor MacLellan asked Mr. Colter whether there was any age limits placed on attendance at the festival. Mr. Colter noted that there was not, but minors must be accompanied by an adult and youth younger than 12 are permitted to attend at no cost. Councillor MacLellan noted a concern with the focus on drug use, and what appears to be the promotion of drug use on site, questioning whether drugs are illegal in public areas. The response received was that it’s a culture that is not welcome but there anyways, and that security looks for it, but it happens.

Councillor MacFarlane stated that there are other events and festivals in the County that have spurred the desire to have this sort of by-law in placed. One of the complaints heard about Evolve in the past was with respect to vehicles parking on the road and obstructing access. Mr. Colter noted that with the festival formally starting on the Thursday, more resources would be in place to address those concerns on the Thursday afternoon/evening.

Councillor MacDonald asked where the bulk of the festival audience is coming from. Mr. Colter noted that a one-third to one-half of the attendees are coming from out-of-province (New Brunswick and PEI).

Deputy Warden McCarron provided clarification that the by-law was to be considered for second and final reading this evening. He thanked Mr. Colter for his presentation, and asked if there were any others in attendance who wished to speak in opposition to the by-law.

Mr. Mike MacEachern requested to speak in opposition of the proposed by-law. He is involved with the Evolve festival, and takes care of the grounds, including the post-festival cleanup. His specific concern with the proposed by-law is the 72-hour post-event clean up timeline, noting that it takes longer than that for the post-Evolve clean-up because of the limited size of the crew (5 people) and the high standard to which the grounds are restored. When asked how long would be a more reasonable timeline, 7-8 days was noted as being more in line with what the post-Evolve cleanup would require.

Mr. MacEachern also noted that he had been contacted by other festivals in the past year, but those organizers had held off due to the pending Special Events By-law. The RCMP staffing aspect makes it too difficult for organizers to budget.

Deputy Warden McCarron then asked if anyone present wished to speak in support of the by-law. No one came forward.

Councillor MacFarlane noted that he was voting against the by-law, because as structured, it would require event organizers to apply to an exemption every year; this uncertainty may have gone too far and have an economic spinoff/impact in the community.

**Min #2015-039 (Approval of Special Events By-law)**

*MOVED by Councillor Bowie, SECONDED by Councillor MacLellan that Council approves the Special Events By-law as presented. Five in favour, one against. Motion carried.*

**PRESENTATIONS**

**ACALA**

Lise de Villiers provided a brief background on the progress and future plans for ACALA in light of recent government funding cuts to the program. The group has applied for a community grant, but has not increased the amount requested from previous years, nor does it plan to cut programming. Instead, ACALA is looking at ways to be “leaner and meaner”. The organization is primarily staffed by volunteers, with only a few part-time staff members.

This year ACALA is celebrating its 20<sup>th</sup> anniversary as a community association. Ms. De Villiers was thanked for her presentation.

**CORRESPONDENCE**

Correspondence has been received from the following:

1. Provincial Director of Planning – Fringe Municipal Planning Strategy and Land Use By-law updates
2. TransCanada – Energy East Pipeline Project, response to resolution passed by Council in support of the project.

## **COMMITTEE REPORTS**

### **Committee of the Whole Report – March 11, 2015**

**Min #2015-040 (Curling Team Advertisement)**

*MOVED by Councillor MacLellan and seconded by Councillor MacDonald that Municipal Council approve supporting the St. FX Women's Curling Team by proceeding with an ad at a cost of \$75 expressing their congratulations and best wishes. Motion Carried.*

**Min #2015-041 (Lions Club Program Advertisement)**

*MOVED by Councillor MacDonald and seconded by Councillor Chisholm that Municipal Council purchase a full-page advertisement for the amount of \$100 in the program being prepared for the Antigonish Lions Club 2015 District N2 Convention. Motion Carried.*

### **Committee of the Whole Report – March 17, 2015**

**Min #2015-042 (CAO/CEO Forum Attendance)**

*MOVED by Councillor Bowie and seconded by Councillor MacDonald that Municipal Council permits up to three participants to be registered for the annual CAO/CEO Forum. Motion carried.*

**Min #2015-043 (Library Conference Attendance)**

*MOVED by Councillor Chisholm and seconded by Councillor MacDonald that Municipal Council approve Councillor MacLellan's attendance at this year's annual Library Conference. Motion carried.*

**Min #2015-044 (Heatherton School Sale)**

*MOVED by Councillor Bowie and seconded by Councillor MacFarlane that Municipal Council approve the sale of the former Rev. H.J. MacDonald school property to the Heatherton Development, Culture and Wellness Association for \$1. Motion carried.*

**Min #2015-045 (Eastern-Strait Regional Enterprise Network)**

*MOVED by Councillor MacDonald and seconded by Councillor MacFarlane that Municipal Council approve the Inter-Municipal Agreement and the Municipality's participation in the Eastern-Straight Regional Enterprise Network. Motion carried.*

### **Planning Advisory Committee – March 16, 2015**

**Min #2015-046 (Development Agreement – Nova Construction)**

*MOVED by Councillor MacLellan and seconded by Councillor MacDonald that Municipal Council approve first reading of the proposed Development Agreement between the Municipality and Nova Construction Company Limited. Motion carried.*

## **UPDATES/REPORTS FROM INDIVIDUAL COUNCIL MEMBERS**

Councillor MacLellan reported that she had attended:

- February 20<sup>th</sup> award event at the Library
- Library executive meeting regarding funding
  - Youth positions have been cut
  - Film license has been cut
  - Writer-in-residence position has been cut

Councillor MacDonald reported that he had attended:

- The Maritime masters curling tournament on March 7<sup>th</sup>
- UARB hearing for ACTS on March 17<sup>th</sup>
- OHS meeting on March 4<sup>th</sup>
- Community Energy Forum – Call to Action on March 7<sup>th</sup>

Councillor Bowie reported that he had attended:

- UARB hearing for ACTS

Councillor Chisholm reported that he had attended:

- A Heritage Board Meeting

Deputy Warden McCarron reported that he had attended:

- The February 20<sup>th</sup> award event at the Library
- Festival Antigonish fundraiser (kilted skating party)

## **MISCELLANEOUS BUSINESS**

Councillor MacLellan noted that Doctor's Brook Forestry has been awarded a certificate for stewardship and excellence in silviculture, and requested that a letter of congratulations be sent on behalf of the Municipality recognizing this.

## **MOTION TO ADJOURN**

**Min #2015-047 (Motion to Adjourn)**

*MOVED by Councillor MacDonald and seconded by Councillor Bowie that the meeting adjourn at 9:05pm. Motion carried.*

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**Warden Russell Boucher**

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**Glenn Horne, Municipal Clerk/Treasurer**

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

From: **Planning Staff (EDPC)**

Date: **March 16, 2015**

Reference: **Development Agreement Application by Nova Construction Company Limited to allow for the construction of a Large Scale Commercial Complex including a 50-60 suite hotel and various retail, restaurant and service station units off of a new cul-de-sac to be located at the intersection of Highway 104 and Trunk 7 in Antigonish County.**

**Recommendation:**

That Municipal Council **approve** the proposed Development Agreement attached to this staff report between Nova Construction Company Limited and the Municipality of the County of Antigonish with respect to the construction of a large scale, highway oriented commercial development (See Map p. 2) at the intersection of Highway 104 and Trunk 7 off a proposed cul-de-sac on a number of properties and portions of properties totaling 3.07 hectares of area (of a larger total property of 6.67 hectares) located in the Commercial Designation and subject to the development meeting the evaluation criteria as outlined in the agreement.

**Information:**

In August 2014 Planning Staff received an application from SunRose Land Use Consultants on behalf of Nova Construction Limited to enter a development agreement for a proposed large scale commercial development which included a Big Box Retail development. The proposed development involves the potential construction of a 50 - 60 suite hotel, two unspecified Commercial Retail Units (6,200 and 3,000 square feet of floor area) a drive through and a coffee shop/convenience store gas bar. The development would be located between Keating Court and the 104 Highway at the Highway 7 roundabout off a new cul-de-sac constructed by the developer. The property is designated Commercial in both the old and new Planning Strategies and zoned Residential Single Unit (R-1) and Local Commercial in both documents. Also both documents allow development of a large scale commercial development by Development Agreement.

	<b>Description</b>
<b>Designations:</b>	Commercial (New Plan) Commercial (Old Plan)
<b>Old Zoning:</b>	Residential Single Unit (R-1) Local Commercial (LC-1)
<b>New Zoning:</b>	Residential (R-1) Local Commercial (C-1)
<b>Context Map:</b>	Site Map, Page 7
<b>Area:</b>	3.07 hectares (7.6 acres)
<b>Site Visit:</b>	January 26, 2015



Section 246(3) of the *Municipal Government Act* states that, “A development permit that is inconsistent with a proposed land-use by-law or a proposed amendment to a land-use by-law may not be issued for one hundred and fifty days from the publication of the first notice advertising the council’s intention to adopt or amend the by-law.” Given that the new Fringe Plan was advertised November 26, 2014 the 150 days expire on April 25, 2015. Therefore when writing this development agreement staff used both the old policies and the new policies to ensure the agreement met the requirements of both documents and that in the event the new document was adopted prior to the April 25, 2015 date we could still issue development permits. For the most part however there were only minor differences between the two documents. Policy 9(a)1 from the old plan is exactly the same as Policy L-3.13 of the new plan. The differences between the two documents relates to the list of permitted uses in the Large Scale Commercial (C-3) Zone in the new plan as compared to the uses permitted in the Gateway Commercial (GC-1) Zone from the old plan. The new Large Scale Commercial zone has a more restrictive list of permitted uses.

Policy 9(a)1 from the old plan and Policy L-3.13 of the new *Municipal Planning Strategy* both make provision for considering large-scale commercial developments in one or more buildings within the Commercial Designation by development agreement.

A site visit was completed January 26, 2015 at which time photographs were taken of the proposed site. The proposed development would be located on a proposed cul-de-sac located off of the roundabout. The property is mostly graded with a gravel service road entering the site from the Highway 7 roundabout and is currently undeveloped. Along the south edge of the

larger property (not subject to the development agreement) there is a growth of trees buffering the backyards of properties on Keating Court.

Development agreements provide an approach to development control which is more flexible than traditional zoning mechanisms. The nature of the agreement allows advisory and planning committees to safeguard and retain the general aesthetic of the neighbourhood as well as enforce due regard for natural environment issues such as land grading, drainage and plant life.

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

As part of the application process for development agreements, correspondence was sent to the applicant and to the various provincial and municipal departments as is required under the Antigonish MPS.



**Analysis:**

Under Policy 28(a) of the *Antigonish Fringe Land Use By-Law* the proposed large scale commercial development may be considered by development agreement. Specifically the By-law states: *“The following developments shall be permitted by development agreement only, in accordance with the Municipal Government Act, 1998, c.18, s.1 and the Municipal Planning Strategy:... b) large-scale commercial developments subject to Policy 9(a)1.”* The New Fringe plan has a similar statement; Policy I-1.11 which states: *“The following uses shall be considered subject only to the entering into of a development agreement... large-scale commercial developments subject to Policy L-3.10;”*

There are therefore two sections of the MPS that specifically apply to such a development agreement. The first is Policy 9(a)1 (Policy L-3.10), which is specific to large scale commercial development. It lists ten issues that Council shall have regard to in considering the development agreement. The second specific section of the MPS is Policy 28(b) (or Policy I-1.13, which lists evaluation criteria to be considered for *any* development agreement (not just large scale commercial).

The proposed development agreement must be consistent with 9(a)1 (Policy L-3.13) of the

*Municipal Planning Strategy*, which lists specific considerations relating to large scale commercial developments. The following is a synopsis of the criteria, evaluation, agreements and conditions (See Appendix A):

The first criteria in Policy 9(a)1 (Policy L-3.13) relates to compatibility with adjacent land uses. For the purposes of this agreement staff considered the residences located along Keating Court as the adjacent land uses. Compatibility relates to the height, bulk, lot coverage, site location and appearance of any building(s). Related to this is a later requirement (subsection “j”) that requires that buildings cannot be higher than one storey taller in



height than the highest building immediately abutting the development. Along Keating Court the highest buildings range between one and a half to two storeys. Therefore the agreement could consider building to be three storeys in height along the abutting property line but rather limits all buildings to two storeys with the exception of the possible hotel. The hotel has a maximum height of five storeys but this building is removed to the furthest section of the property from Keating Court. Five storeys is based on stepping up a storey from the potential three storey limit abutting the Keating Court back property lines, to four storeys along the internal cul-de-sac, to five storeys where the hotel is proposed. Also with respect to bulk, lot coverage and appearance of the buildings the agreement has landscaping and architectural provisions to minimize the impact on the abutting properties from a visual perspective.

Subsection “b”, “c” and “d” of Policy 9(a)1 all deal with landscaping and buffering requires Council to consider building design and the provision of barriers, berms, fences, and/or landscaping to minimize effects on adjacent land uses. The agreement therefore requires buffering of mechanical equipment and refuse containers. Also the developer will be required to provide a landscaping plan prior to the issuance of a Development Permit prepared by a Landscape Architect or a Qualified Person to the Development Officer for review to determine compliance with this Agreement. This landscaping plan shall include, but not be limited to, landscaping introduced to all areas disturbed during construction; natural vegetation, landscaping or screening to be employed around parking areas, ensuring that measures are taken to allow for safe and convenient pedestrian access to public entrances of buildings; and

where practical, a pedestrian circulation system with walkways extending from the entrances of buildings to a public sidewalk in front of the building to any public trail system abutting the property.

The proposal also complies with Subsections “e” and “f” of Policy 9(a)1 of the MPS that deals with active transportation. These provisions are addressed through the section on Bicycle Facilities and required pedestrian connections addressed in the “General Commercial Design Guidelines” appended to the development agreement.

Subsection “g” of Policy 9(a)1 relates to parking. The development agreement specifies that parking will meet the requirements of the Antigonish Land Use By-law but also allows for reduction of these requirements so long as the parking does not dominate the relationships between the proposed buildings, adjacent land uses, and adjacent public streets; and, incorporates adequate landscaping in the form of landscaped islands and end aisle treatments; and, includes storm-water dampening design components, such a porous asphalt pavement and/or bio-swales, wherever possible.

Subsection “h” relates to lighting which generally has to be located such that it eliminates glare and light spillage onto abutting properties which is addressed in Section 3.5 of the agreement. Subsection “i” references loading docks which are not shown on the concept plan for this agreement.

The proposed development agreement must also be consistent with Policy 28(b) of the *Municipal Planning Strategy*, which stipulates the Evaluation Criteria and Terms for any development agreement. The following is a synopsis of the criteria, evaluation, agreements and conditions (See Appendix B):

The Municipality of the County of Antigonish advises that the proposal is not premature or inappropriate by reason of the adequacy of sewer and water services and that the Municipality is financially capable of absorbing the costs relating to the proposed development. Also Section 2.5 of the Agreement states: *“The Developer shall be responsible for all cost, expenses, liabilities, and obligations imposed under or incurred in order to satisfy the terms of this Agreement and all Federal, Provincial, and Municipal laws, by-laws, regulations, and codes applicable to the Lands.”*

Neither the Antigonish County Recreation Department nor the Strait Regional School Board were asked to comment on this proposal as it is a commercial development.

Nova Scotia Transportation and Infrastructure Renewal provide a “Formal Letter of Comfort” January 30, 2014 advising that the proposal appears appropriate and that the provincial road network adjacent to the development is adequate for the proposed development allowing for a direct access off the roundabout on Trunk 7 as the only option for full development of the site and that the developer would be responsible for a re-design and re-construction of the

roundabout.

Nova Scotia Environment no longer comments on applications like this but the development agreement requires that an erosion and sedimentation plan be prepared for the proposed development. Prior to the commencement of any onsite works on the Lands, including earth movement or tree removal other than that required for preliminary survey purposes, or associated with offsite works, the Development shall have prepared by a Professional Engineer and submitted to the Municipality a detailed Erosion and Sedimentation Control Plan. The plan shall comply with the *Erosion and Sedimentation Control Handbook for Construction Sites* as prepared and revised from time to time by Nova Scotia Environment. Notwithstanding other Sections of this Agreement, no work is permitted on the site until the requirements of this clause have been met and implemented.

An evaluation of the proposal by Nova Construction Development Ltd. shows that the proposed development meets the requirements of Policy 9(a)1 (Policy L-3.13) and 28(b),(c) and (d) in the *Municipal Planning Strategy* and the requirements of all other Municipal by-laws and regulations. The MPS permits large scale commercial developments by development agreement and therefore the proposal is permitted under the *Municipal Planning Strategy* and the *Land Use By-law*.

**Conclusion:**

In the opinion of planning staff the proposed development at the intersection of Highway 104 and Trunk 7 off a proposed cul-de-sac meets the intent of the *Municipal Planning Strategy* according to the requirements of Policy 9(a)1 (Policy L-3.13) and 28(b),(c) and (d), and Policy 4-A and the applicable *Land Use By-law*. The Municipality is advised to enter into a development agreement attached to this staff report between Nova Construction Company Limited and the Municipality of the County of Antigonish with respect to the construction of a large scale, highway oriented commercial development at the intersection of Highway 104 and Trunk 7 off a proposed cul-de-sac on a number of properties and portions of properties totaling 3.07 hectares of area (of a larger total property of 6.67 hectares) located in the Commercial Designation.

**Appendix A: Summary of Evaluation Criteria (Policy 9(a)1 and Policy L-3.13)**

<p><b>Policy 9(a)1</b></p> <p>It shall be the intention of Council to consider approval of large-scale commercial developments within the Commercial Designation according to the development agreement provisions of the <i>Municipal Government Act</i> and the provisions of Policy 28. In considering such an agreement, Council shall have regard to the following:</p>	
a) the height, bulk, lot coverage, site location and appearance of any building(s) and whether they are compatible with adjacent land uses;	Complies (see staff report)
b) the provision of barriers, berms, fences, and/or landscaping that shall be used to be screen and minimize the impact of the development on adjacent residential or institutional land uses.	Complies Sections 3.7 and 3.8
c) the proposed development shall retain existing vegetation where possible and appropriate;	Complies Section 3.7.3
d) where a proposed development abuts a public roadway, including Highway 104, a combination of building design, hard and soft landscaping shall be used to maintain a degree of visual interest and attractiveness for passing motorists and, where applicable, pedestrians.	Complies Section 3.7.2
e) the proposed development shall be designed to provide active transportation facilities internally...	Complies Section 3.7.2(c) & 3.9
f) shall be designed to be pedestrian-friendly by means of locating buildings in close proximity to one another, providing defined building entrances, and providing well-lit sidewalks and paths between buildings and throughout the site;	Complies Schedule "C"
g) shall include parking areas that are of sufficient size to satisfy the needs of the particular development and do not dominate... incorporate adequate landscaping in the form of landscaped islands and end aisle treatments; and, include storm-water dampening design components...	Complies Section 3.6
h) includes on-site lighting that uses "cut-off" and "non-visible reflective" type lighting to eliminate glare and light spillage onto neighbouring properties and roadways, ensuring that the source of light (the element) is not be visible from adjacent residential properties and, uses metal halide, incandescent or fluorescent lighting (white light).	Complies Section 3.5
i) designed such that any loading facilities and/or outdoor storage of equipment or material not for sale shall not be visible from any public road or adjacent lot and otherwise shall be fully screened, fenced, or designed to minimize any adverse impact on surrounding properties	N/A
j) shall not involve a building that is more than one storey taller in height than the highest building immediately abutting the land subject to development, at the discretion of the Development Officer	Complies – See staff report
k) the proposed development shall be consistent with the evaluation criteria for development agreements, Policy 28(b).	See Appendix B

**Appendix B: Summary of Evaluation Criteria: Policy 28(b)(c) and (d) (Old Plan) and Policies I-1.12 and I-1.13 (New Plan)**

<b>Policy 28(b) and Policy I-1.12</b>	
In considering development agreements, in addition to all other criteria set out in various policies of this planning strategy, Council <b>shall</b> have regard for the following matters:	
(a) The proposal is in conformance with the intents of this Strategy and with the requirements of all other Municipal by-laws and regulations;	Complies (see staff report)
(b) The proposal is not premature or inappropriate by reason of:	
i) the financial capability of the Municipality to absorb any costs relating to the development;	Complies (see staff report)
ii) the adequacy of sewer and water services to support the proposed development;	Complies (see staff report)
iii) the adequacy and proximity of school, recreation and other community facilities;	Not Applicable
iv) the adequacy of road networks adjacent to, or leading to the development;	Complies (see staff report)
v) the potential for the contamination of watercourses or the creation of erosion or sedimentation; and	Complies with conditions (see report)
c) The potential for damage to or destruction of historical buildings and sites.	Complies
d) An erosion and sedimentation control plan prepared by a qualified individual or company;	Complies Section 3.2.1(c) and 4.2.1
e) A storm water management plan prepared by a qualified individual or company.	Complies Section 4.3

**Appendix B: Summary of Evaluation Criteria: Policy 28(b)(c) and (d) (Old Plan) and Policies I-1.12 and I-1.13 (New Plan) (Continued)**

<p><b>Policy 28(c) and Policy I-1.13</b> It shall be the policy of Council, when considering an application for a development agreement... that the agreement <b>shall</b> include but not be limited to the following:</p>	<p><b>Development Agreement Reference</b></p>
(a) the specified use and size of the structure... and the maximum floor area of additional or accessory uses;	Section 3.3
(b) the location of any structures within the development;	Section 3.3
(c) the percentage of land area that may be built upon and the size of yards, courts or other open spaces;	Subsection 3.4.1
(d) the external appearance of, in particular the compatibility with adjacent structures;	Schedule "C"
(e) access to streets and parking;	Sections 3.6 and 4.4
(f) the landscaping or buffering of development which may include fencing, trees, shrubs, walkways and outdoor lighting;	Sections 3.7 and 3.8
(g) signs;	Section 3.10
(h) open storage and screening;	Section 3.8
(i) hours of operation ( <b>Policy I-1.13 only</b> )	Section 3.13
(j) ongoing maintenance of the development ( <b>Policy I-1.13 only</b> )	Section 3.11
(k) minimum lot sizes;	Subsection 3.4.1
(l) minimum area of land to be required for any class of use or size of structure;	Section 3.4
(m) regulating or prohibiting the use of land or the erection or use of structures except for such purposes as may be set out;	Subsections 3.3.2 and 3.3.31
(n) the maximum density of the population within the development;	Section 3.3
(o) any other similar matter that may be addressed in a Land Use Bylaw which Council feels is necessary to ensure the general compatibility of the use and structures with adjacent areas.	Remainder of Agreement

**Appendix B: Summary of Evaluation Criteria: Policy 28(b)(c) and (d) (Old Plan) and Policies I-1.12 and I-1.13 (New Plan) (Continued)**

<p><b>Policy 28(d)</b> Notwithstanding Policy 28(e), it shall be the policy of Council, when considering an application for a development agreement... that the agreement <b>may</b> include the following:</p>	
<p>(a) security or performance bonding;</p>	<p>Subsections 3.7.5 and 3.7.6</p>
<p>(b) grading or alteration in elevation or contour of the land and provision for the disposal of storm and surface water</p>	<p>Sections 4.2 and 4.3</p>
<p>(c) provide for the time when and conditions under which the development agreement may be discharged with or without the concurrence of the property owner;</p>	<p>Sections 6.3 and 6.4</p>
<p>(d) provide that upon the completion of the development agreement or phases of the development, the development agreement, or portions of it, may be discharged by Council</p>	<p>Section 6.4</p>
<p>(e) provide that if the development agreement does not commence or is not completed within the time specified in the development agreement, the development agreement or portions of it may be discharged by Council without the concurrence of the property owner</p>	<p>Section 6.3</p>

THIS DEVELOPMENT AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, AD 2015,

BETWEEN:

**NOVA CONSTRUCTION CO LTD** of 3098 Old Highway 104, 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 \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_, located off Highway 7, 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 4-A, subsection 1(c) of the *Antigonish Fringe Land Use By-law*, the Developer has requested permission to develop a large-scale commercial development 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 Words Not Defined under this Agreement**

All words unless otherwise specifically defined herein shall be as defined in the *Antigonish Fringe Land Use By-law*, as amended from time to time. If a term is not defined in this document, its customary meaning shall apply.

### **1.2 Definitions Specific to this Agreement**

Notwithstanding Section 1.1, the following words used in this Agreement shall be defined as follows:

**Large-scale Commercial Development** means a commercial development having a total gross leasable area of 50,000 square feet or more, located in one or more buildings designed, developed, operated or controlled by a single owner with on-site parking to jointly serve all buildings.

**Phase of Development** shall refer to the completion of an individual element of the development (either a building or the road) and include, where applicable, the landscaping and parking requirements associated with the specific element.

## **PART 2: GENERAL REQUIREMENTS**

### **2.1 Applicability of Agreement**

The Developer agrees that the Lands shall be developed and used only in accordance with and subject to the terms and conditions of this Agreement.

**2.2 Applicability of the Land Use By-law**

Except as otherwise stipulated by this Agreement, the development of the Property shall comply with the *Antigonish County Fringe Land Use By-law*;

**2.3 Applicability of Other By-laws, Statutes, and Regulations**

2.3.1 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;

2.3.2 Further to Subsection 2.3.1, 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.

**2.4 Conflict**

2.4.1 Where the provisions of this Agreement conflict with those of any other by-law of the Municipality applicable (other than the Land Use By-law to the extent varied by this Agreement), or any provincial or federal statute or regulation, the higher or more stringent requirements shall prevail.

2.4.2 Where the written text of this Agreement conflict with information provided in the Schedules attached to this Agreement, the written text of this Agreement shall prevail.

**2.5 Cost, Expenses, Liabilities, and Obligations**

The Developer shall be responsible for all cost, expenses, liabilities, and obligations imposed under or incurred in order to satisfy the terms of this Agreement and all Federal, Provincial, and Municipal laws, by-laws, regulations, and codes applicable to the Lands.

**2.6 Provisions Severable**

The provisions of this Agreement are severable from one another and the invalidity or unenforceability of one provision shall not affect the validity or enforceability of any other provision.

**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	Legal Description of the Land(s)
Schedule B	Concept Plan
Schedule C	General Commercial Design Guidelines
Schedule D	General Commercial Land Uses

**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 that has been prepared in accordance with the requirements of Section 4.2 of this Agreement, and signed off by their Engineer as complying with the Department of Environment's guidelines.
- d) The Developer has submitted a Landscape Plan that has been prepared in accordance with the requirements of Section 3.7 of this Agreement, and has been approved by the Development Officer.

3.2.2 Prior to the completion of a final Municipal Occupancy inspection for any building, the Developer shall provide the following to the Development Officer, unless otherwise permitted by the Development Officer:

- a) Verification that all landscaping for the subject phase of development is substantially completed or a security provided in accordance with the requirements of Clause 3.7.5.
- b) Verification that all paving, curbing and line painting for the subject Phase of Development is substantially completed, or a security provided in accordance with the requirements of Clause 3.7.6

3.2.3 Prior to the acceptance of any streets and municipal services within an Phase of Development, the Developer shall provide the Development Officer with certification from a Professional Engineer that the Developer has complied with the required Erosion and Sedimentation Control Plan as required by Section 4.2 of this Agreement and that there is permanent and/or temporary stabilization of all disturbed areas.

3.2.4 Notwithstanding any other provisions of this Agreement, the Developer shall not occupy or use the Lands for any of the uses permitted by this Agreement unless an Occupancy Permit has been issued by the Municipality. No Occupancy Permit shall be issued by the Municipal unless and until the Developer has complied with all applicable provisions of this Agreement and the Land Use By-law (except to the extent that the provisions of the Land Use By-law are varied by this Agreement) and with the terms and conditions of all permits, licenses, and approvals required to be obtained by the Developer pursuant to this Agreement.

### **3.3 General Description of Land Use**

3.3.1 The use(s) of the Lands permitted by this Agreement are as listed in Schedule D.

3.3.2 Building locations shall be governed by Section 3.4 of this Agreement.

3.3.3 Building Configurations may be varied from those shown on Schedule B with the exception of the proposed hotel which must be located on the North edge of the property.

3.3.4 Height of buildings is to be governed by Section 3.4 of this Agreement.

### 3.4 Detailed Provisions for Land Use

#### Land Use Requirements

- 3.4.1 No municipal development permit shall be granted for any general commercial development except in accordance with the following provisions:
- a) Minimum lot frontage: 20.0 m.
  - b) Minimum lot area: 2,800.0 m<sup>2</sup>
  - c) Minimum front yard: 2.5 m.
  - d) Minimum side yard: 2.5 m.
  - e) Minimum rear yard: 2.5 m.
  - f) Maximum Building Height for Hotels: Five (5) Storeys (plus roof structures)
  - g) Maximum Building Height for all other uses: Two (2) Storeys (plus roof structures)
  - h) The development conforms with the General Commercial Guidelines and Requirements and General Commercial Uses under Schedules C and D

#### General Provisions

- 3.4.2 Any development of the lands shall conform to the provisions and requirements of Part 6 of the *Antigonish Fringe Land Use By-law*, except where the provisions of this development agreement specifically vary those requirements.

### 3.5 Commercial Site Lighting

- 3.5.1 Lighting shall be directed to driveways, parking areas, loading areas, building entrances and walkways and shall be arranged so as to divert the light away from streets, adjacent lots, and buildings and shall use metal halide, incandescent or fluorescent lighting (white light) or similar lights. Low-pressure sodium lights are not permitted.
- 3.5.2 The Developer shall include lighting details on the detailed plans submitted for Development Permits when submitted to the Development Officer for review to determine compliance with this Agreement.

### 3.6 Parking, Circulation, Loading, and Access

- 3.6.1 Parking areas shall maintain a minimum 6 foot (2 metre) setback from external property lines and the curb-face of roadways interior to the site.
- 3.6.2 All parking areas shall provide at least the minimum number of parking spaces required by the *Antigonish Fringe Land Use By-law* based on use. Barrier-free parking spaces shall be provided as per the provisions of the National Building Code.
- 3.6.3 Notwithstanding Subsection 3.6.2 parking requirements may be reduced as long as they are of sufficient size to satisfy the needs of the particular development and are designed such that they:
- a) do not dominate the relationships between the proposed buildings, adjacent land uses, and adjacent public streets; and,
  - b) incorporate adequate landscaping in the form of landscaped islands and end aisle treatments; and,

- c) include storm-water dampening design components, such a porous asphalt pavement and/or bio-swales, wherever possible.
- 3.6.4 All parking areas shall be hard-surfaced with asphalt, concrete, or an equivalent material. Individual spaces shall be clearly demarcated.
- 3.6.5 All parking areas shall be defined by curbs, or for the purpose of on-site storm water collection, a similar barrier to clearly define the edge of the parking area for motorists.
- 3.6.6 Commercial developments are required to meet the requirements of Schedule C.

### **3.7 Landscaping**

- 3.7.1 All plant material shall conform to the Canadian Nursery Trades Association Metric Guide Specification and Standards and sodded areas to the Canadian Nursery Sod Growers' Specifications.
- 3.7.2 Prior to the issuance of a Development Permit, the Developer shall submit a landscaping plan, prepared by a Landscape Architect or a Qualified Person to the Development Officer for review to determine compliance with this Agreement. This landscaping plan shall include, but not be limited to, the following:
  - a) Landscaping to be introduced to all areas disturbed during construction;
  - b) Natural vegetation, landscaping or screening to be employed around parking areas, ensuring that measures are taken to allow for safe and convenient pedestrian access to public entrances of buildings;
  - c) Where practical, a pedestrian circulation system with walkways extending from the entrances of buildings to a public sidewalk in front of the building to any public trail system abutting the property; and,
  - d) Buildings and requirements of Schedule C for General Commercial land uses.
- 3.7.3 All disturbed areas shall be re-instated to original condition or better with landscaping.
- 3.7.4 Prior to the issuance of the first Occupancy Permit for each Phase of Development, the Developer shall submit to the Development Officer a letter prepared by a Landscape Architect or a Qualified Person certifying that all landscaping has been completed according to the terms of the Agreement.
- 3.7.5 Notwithstanding Section 3.7.4, the Occupancy Permit may be issued provided that the weather and time of year does not allow the completion of the outstanding landscape works and that the Developer supplies a security deposit in the amount of 110 percent (110%) of the estimated cost to complete the landscaping. The cost estimate is to be prepared by a member in good standing of the Canadian Society of Landscape Architects or Qualified Person. The security shall be in favour of the Municipality and shall be in the form of a certified cheque or automatically-renewing, irrevocable letter of credit issued by a chartered bank. The security shall be returned to the Developer only upon completion of the work as described herein and illustrated on the landscape plan, as approved by the Development Officer. Should the Developer not complete the landscaping within twelve (12) months of the issuance of the Occupancy Permit, the Municipality may use the deposit to complete the landscaping as set out in this section of the Agreement. The Developer shall be responsible for all costs in this regard exceeding the deposit. The security deposit or unused portion of the security deposit shall be returned to the Developer upon completion of the work and its certification.

- 3.7.6 Securities for the completion of outstanding on-site curbing, painting and line painting (at the time of the issuance of the first Occupancy Permit) may be permitted. Such securities shall consist of a security deposit in the amount of 110 percent (110%) of the estimated cost to complete the work. The security shall be in favour of the Municipality and shall be in the form of a certified cheque or automatically-renewing, irrevocable letter of credit issued by a chartered bank. The security shall be returned to the Developer by the Development Officer when all outstanding work is satisfactorily completed.

### **3.8 Buffering**

- 3.8.1 Refuse containers located outside the building shall be buffered from adjacent properties and from streets by means of opaque fencing, masonry walls, landscaping or building elements or a combination of these.
- 3.8.2 Mechanical equipment shall be permitted on the roof provided the equipment is screened or incorporated into the architectural treatments of the roof structure. Mechanical equipment shall not be obviously visible from any street.
- 3.8.3 Any ground or wall-mounted mechanical equipment shall be buffered from view from any street or residential properties by means of opaque fencing, masonry walls, landscaping or building elements or a combination of these.

### **3.9 Bicycle Facilities**

- 3.9.1 One multi-cycle bicycle rack shall be provided for each building pad in the development. Racks must allow bicycles to be secured by their frame, and not just by their tires.
- 3.9.2 Bicycle parking shall be located no more than 15 metres from an entrance. Where there are shelters such as building awnings or overhangs or special purpose-designed shelters that protect bicycles from the elements, bicycle parking may be located up to 30 metres from an entrance
- 3.9.3 All bicycle parking spaces shall be located on hard surfaces in areas that are visible and well illuminated
- 3.9.4 Appropriate clearance must be provided around the rack, between the rack and any pedestrian pathways, and between the rack and any other obstructions, walls, or hazards.

### **3.10 Signs**

- 3.10.1 Signage shall be provided in accordance with the sign provisions of the Antigonish Fringe Land Use By-law, as amended from time to time. Notwithstanding these provisions, multi-tenant ground signs and fascia wall signs shall be permitted as follows:
- 3.10.2 Fascia Wall Signs
- a) No single fascia wall sign shall have an area that exceeds ten percent (10%) of the area of the wall on which it is attached
  - b) The total area of all fascia wall signs on a wall shall not exceed fifteen percent (15%) of the area of the wall to which it is attached.
- 3.10.3 Multi-Tenant Ground Signs
- a) Notwithstanding the sign requirements of the *Antigonish Fringe Land Use By-law* a maximum of **two** pylon signs shall be permitted on the property generally as shown on the Concept Plan, Schedule "B" taking into consideration Department of Transportation's five (5) metre setback requirement from a Highway right-of-way.

- b) The Highway pylon sign located at the North West end of the property shall not exceed 20.0 metres in height and shall not exceed 40.0 square metres in size per face and shall be located a minimum of 150 metres from any residence.
- c) The Entrance pylon sign located at the North East entrance to the property shall not exceed 12.5 metres in height and shall not exceed 24.0 square metres in size per face and shall be located a minimum of 120 metres from any residence.

**3.11 Maintenance**

- 3.11.1 The Developer shall maintain and keep in good repair all portions of the development on the Lands, including but not limited to, the exterior of the building, fencing, walkways, recreational amenities, parking areas and driveways, and the maintenance of all landscaping including the replacement of damaged or dead plant stock, trimming and litter control, garbage removal, snow and ice control, and the salting of walkways and driveways.

**3.12 Temporary Construction Building**

A building(s) shall be permitted on the Lands for the purpose of housing equipment, materials and office-associated matters relating to the construction and sale of development in accordance with this Agreement. The construction building(s) shall be removed from the Lands prior to the issuance of the last Occupancy Permit on the subject lands.

**3.13 Hours of Operation**

With the exception of buildings located more than 100 metres from a residence; hours of operation shall be restricted to 8:00 a.m. to 10:00 p.m. with exceptions permitted for Special Occasions.

**PART 4: STREETS, MUNICIPAL SERVICES, AND ENVIRONMENTAL PROTECTION**

**4.1 Off-Site Disturbance**

Any disturbance to existing off-site infrastructure resulting from the development, including but not limited to streets, sidewalks, curbs and gutters, street trees, landscaped areas, and utilities shall be the responsibility of the Developer, and shall be reinstated, removed, replaced, or relocated by the Developer as directed by the Development Officer, in consultation with the Development Engineer.

**4.2 Erosion and Sedimentation Control and Grading Plans**

- 4.2.1 Prior to the commencement of any onsite works on the Lands, including earth movement or tree removal other than that required for preliminary survey purposes, or associated with offsite works, the Development shall have prepared by a Professional Engineer and submitted to the Municipality a detailed Erosion and Sedimentation Control Plan. The plan shall comply with the *Erosion and Sedimentation Control Handbook for Construction Sites* as prepared and revised from time to time by Nova Scotia Environment. Notwithstanding other Sections of this Agreement, no work is permitted on the site until the requirements of this clause have been met and implemented.

**4.3 Storm Water Management**

- 4.3.1 All private storm water facilities shall be maintained in good order to maintain full storage capacity by the owner of the lot on which they are situated.

- 4.3.2 Where private storm systems cross multiple properties, the Developer shall provide easements in favour of the affected properties to permit the flow of storm water.

#### **4.4 Interior Road Network**

The cul-de-sac shown on the Concept Plan (Schedule "B") and identified as "PROPOSED PUBLIC STREET" shall be consider a Private Road for the purposes of this development agreement and, notwithstanding the provisions of the *Antigonish County Fringe Land Use By-law* requiring frontage on a Public road, for the purposes of Subdivision unless the developer determines otherwise, in which case the Public Street shall be subject to the provisions of the *Antigonish County Subdivision By-law* and shall meet the standards found in the *Municipal Services Systems General Specifications Pursuant to the Subdivision By-law*.

### **PART 5: AMENDMENTS**

#### **5.1 Non-Substantive Amendments**

- 5.1.1 The following items are considered by both parties to be non-substantive and may be amended by resolution of Council:
- a) The granting of an extension to the date of commencement or completion of construction as identified in Section 6.3 of this Agreement; and,
  - b) Amendments to the development standards in Section 3.4.1 of this Agreement.

#### **5.2 Substantive Amendments**

Amendments to any matters not identified under Section 5.1 shall be deemed substantive and may only be amended in accordance with the approval requirements of the *Municipal Government Act*.

### **PART 6: REGISTRATION, EFFECT OF CONVEYANCES, AND DISCHARGE**

#### **6.1 Registration**

A copy of this Agreement and every amendment or discharge of this Agreement shall be recorded at the Registry of Deeds or Land Registry Office at Antigonish, Nova Scotia and the Developer shall incur all costs in recording such documents.

#### **6.2 Subsequent Owners**

- 6.2.1 This Agreement shall be binding upon the parties hereto, their heirs, successors, assigns, mortgagees, lessees, and all subsequent owners, and shall run with the Lands that are the subject of this Agreement until this Agreement is discharged by Council.
- 6.2.2 Upon the transfer of title to any lot(s), the subsequent owner(s) thereof shall observe and perform the terms and conditions of this Agreement to the extent applicable to the lot(s).

#### **6.3 Commencement of Development**

- 6.3.1 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 five years of the signing of the agreement.
- 6.3.2 For the purpose of this section, Council may consider granting an extension of the

commencement or completion of development time period through a resolution under Section 5.1, if the Municipality receives a written request from the Developer at least sixty (60) calendar days prior to the expiry of the commencement of development time period.

**6.4 Completion of Development**

6.4.1 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.

**PART 7: ENFORCEMENT, AND RIGHTS AND REMEDIES ON DEFAULT**

**7.1 Enforcement**

The Developer agrees that any officer appointed by the Municipality to enforce this Agreement shall be granted access onto the Lands during all reasonable hours without obtaining consent of the Developer.

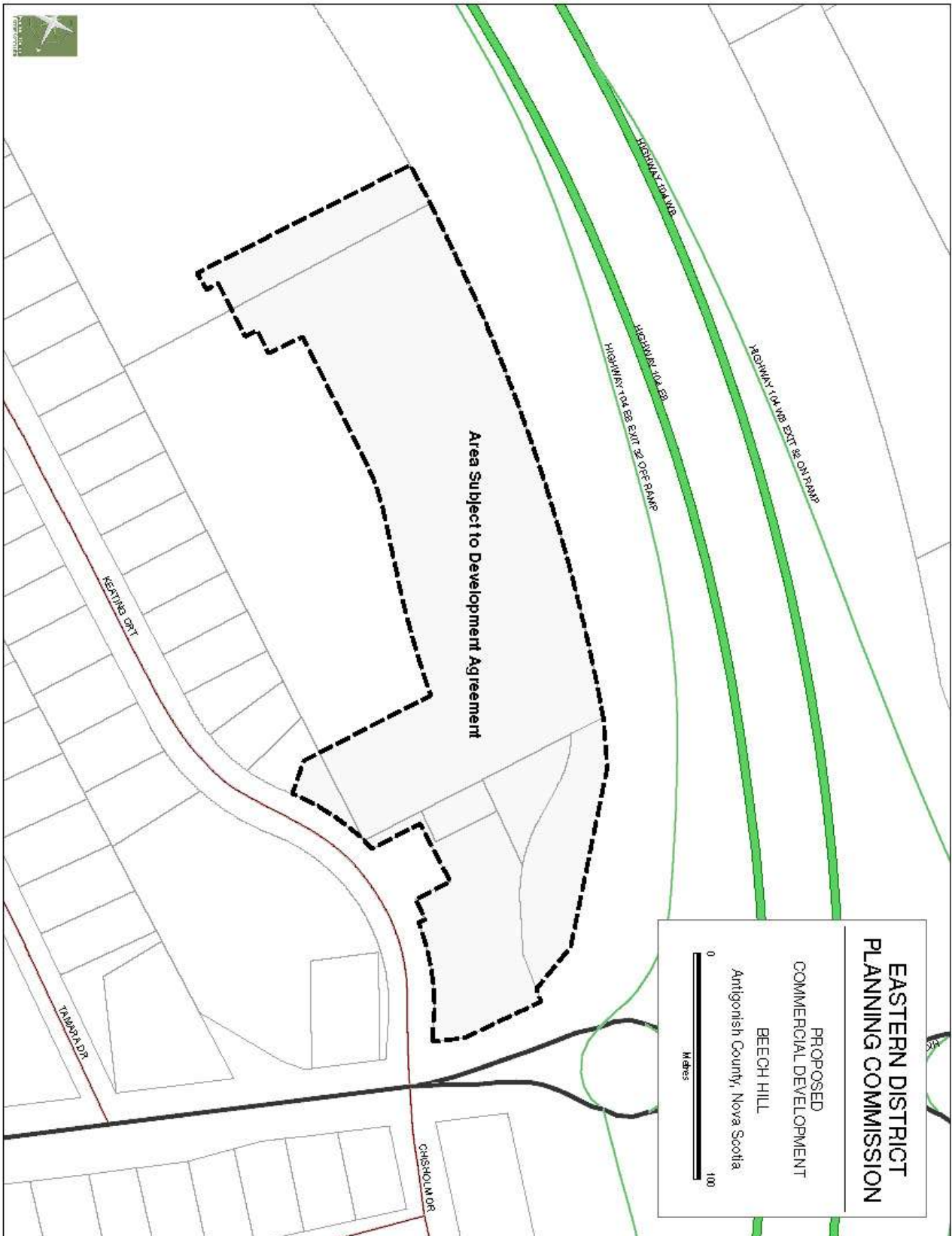
**7.2 Failure to Comply**

If the Developer fails to observe or perform any condition of this Agreement after the Municipality has given the Developer thirty (30) days written notice of the failure or default, then in each such case:

- a) The Municipality shall be entitled to apply to any court of competent jurisdiction for injunction relief including an order prohibiting the Developer from continuing such default and the Developer hereby submits to the jurisdiction of such Court and waives any defense based upon the allegation that damages would be an adequate remedy;
- b) The Municipality may enter onto the Lands and perform any of the covenants contained in this Agreement or take such remedial action as is considered necessary to correct a break of the Agreement, whereupon all reasonable expenses, whether arising out of the entry onto the Lands or from the performance of the covenants or remedial action, shall be a first lien on the Lands and be shown on any tax certificate issued under the Assessment Act; or,
- c) The Municipality may, by resolution, discharge this Agreement whereupon this Agreement shall have no further force or effect and henceforth the development of the Lands shall conform with the provisions of the Land Use By-law.

WITNESS that this Agreement, made in triplicate, was properly executed by the respective Parties on this \_\_\_\_ day of \_\_\_\_\_, 2015.

Schedule "A" – Lot Description





## Schedule “C” – General Commercial Design Guidelines

### Required Pedestrian Connections

An on-site system of pedestrian walkways (as generally shown on the concept plan) shall be designed to provide direct access and connections to and between the following:

- a) The primary entrance or entrances and each individual commercial building;
- b) Any sidewalks or walkways on adjacent properties that extend to the boundaries shared with commercial development; and,
- c) Any public sidewalk system along the perimeter streets adjacent to the commercial development.

### Minimum Walkway Width

All sidewalks shall be a minimum 1.2 metres in width with 1.5 metres encouraged.

### Walkways Along Buildings

Continuous pedestrian walkways shall be encouraged along the full length of a building along any façade featuring a customer entrance and along any façade abutting customer parking areas. Such walkways shall be at least 1.2 metres wide with 1.5 metres encouraged, to accommodate the bumper overhang of parked vehicles. Where there are breaks in continuous walkways or walkways would be impractical landscaping shall be provided.

### Architectural Guidelines

#### 1. Hotel Building:

The hotel building is encouraged to have architectural detailing around windows and doors. The building is also encouraged to include a roof line with a pitch and not a flat roof. The use of more than one colour and exterior cladding material is encouraged so that the building has visual interest.

#### 2. Commercial Retail:

Commercial retail buildings are encouraged to avoid large unbroken expanses of wall area. Wall treatments such as different colours, varied exterior cladding, signage, windows, landscaping, and other detailing may be used to break up large expanses of wall area. Where possible, the use of signs or parapets is encouraged to break up any long flat roof lines. Larger buildings that contain more than one business premise could be divided into smaller masses by breaking up the building footprint, offsetting walls, shifting rooflines etc.

#### 3. Gas Bar/Convenience Stores

It is recognized that most gas bars/convenience stores are small in scale and utilize standard franchise designs. It is encouraged that these franchises use their more architecturally attractive designs for this site.

#### 4. Restaurants:

All restaurants, whether sit down, take out, or drive through, shall be encouraged to utilize attractive designs. Detailing may include pitched roofs, parapets, window and door detailing, landscaping, and varied exterior cladding. It is encouraged that franchise restaurants use their more architecturally attractive designs for this site.

## Schedule “D” – General Commercial Land Uses

No Development Permit shall be issued for the Lands subject to this Agreement except for one or more of the following uses:

- Automobile sales or rentals
- Automobile service centres (including gas bars)
- Autobody shops
- Display courts including prefabrication homes and mobile homes
- Cinemas
- Convenience stores
- Commercial Recreational Facilities
- Hotels, motels or tourist inns
- Laundromats
- Machinery and commercial equipment leasing or rental businesses
- Multiple Unit Residences (Above Commercial Units)
- Restaurants and licensed establishments
- Offices including medical clinics
- Retail stores
- Veterinary services
- Visitor information centres

## REPORT TO COUNTY OF ANTIGONISH ON 2015 GRANT

ANTIGONISH ART FAIR  
PRESENTATION TO COUNTY OF ANTIGONISH COUNCIL,  
BY BETH LATWAITIS AND DAVID MILLER CO-ORGANIZERS  
APRIL 21, 2015

THIS IS A BRIEF PRESENTATION ABOUT THE FIRST ANTIGONISH ART FAIR HELD EVERY SECOND FRIDAY NIGHT IN CHISHOLM PARK DURING THE PAST SUMMER. WE SCHEDULED 5 EVENTS FROM JUNE 27 TO AUGUST 22. THE FIRST FAIR CELEBRATED MULTICULTURE DAY AND THE OPENING RIBBON WAS CUT BY DIGNITARIES FROM ALL LEVELS OF GOVERNMENT.

THE COUNTY PROVIDED \$2,500 SUPPORT. THIS SUPPORT WAS INSTRUMENTAL IN GETTING STARTED AND FOR THIS WE EXTEND THANKS TO THE COUNTY OF ANTIGONISH.

WE FEEL THE ART FAIR WAS A GREAT SUCCESS. THIS IS BASED ON THE FACT THAT THE ATTENDANCE OF THE PUBLIC AND ARTISTS GREATLY EXCEEDED OUR ORIGINAL ESTIMATES. FURTHER THE PUBLIC FEEDBACK HAS BEEN ENTIRELY POSITIVE. MANY HAVE SAID THAT THE ART FAIR IS COMPLIMENTARY TO THE VERY SUCCESSFUL FARMERS MARKET AND FILLS A VOID THAT HAS EXISTED FOR ART IN THE COMMUNITY.

OUR ORIGINAL ESTIMATE FOR ATTENDANCE WAS 100 PEOPLE. THIS WAS GREATLY SURPASSED. THE FIRST EVENT HAD 400 PEOPLE, THE 2nd 600 PEOPLE, THE 3rd 800, AND THE FINAL EVENT WHICH WAS CHANGED TO THE FARMERS MARKET BUILDING AT THE LAST MINUTE, BECAUSE OF RAIN HAD 500 PEOPLE. THESE NUMBERS WERE OBTAINED BY COUNTING THE INDIVIDUALS AS THEY ENTERED THE SITE.

THE NUMBER OF ARTISTS GREW FROM 20 AT THE FIRST EVENT TO 40 AT THE FINAL EVENT. THEY EXPRESSED STRONG SUPPORT TO CONTINUE NEXT YEAR. ADDITIONAL ARTISTS CONTINUE TO APPROACH US ABOUT PARTICIPATING THIS YEAR. THE ARTISTS INCLUDED VISUAL ARTISTS, ARTISANS, PERFORMANCE ARTISTS AT THE GAZEBO, AND INTERNATIONAL FOOD VENDORS. WE WERE ALSO VERY PLEASED TO SEE YOUNG ARTISTS FROM THE HIGH

SCHOOL GROW IN CONFIDENCE AS THEY EXHIBITED AND SOLD THEIR WORK.

WE WERE HAPPILY SURPRISED THAT ESTABLISHED ARTISTS ALSO CAME AS PARTICIPANTS AND THEY PROVIDED EXCELLENT ROLE MODELS FOR THE NEW ARTISTS. MOST OF THE ARTISTS CAME FROM THE COUNTY.

CHISHOLM PARK IS THE IDEAL LOCATION AS ITS GAZEBO PROVIDED AN EXCELLENT LOCATION FOR THE PERFORMANCE ARTISTS. INDEED MANY PEOPLE CAME TO ENJOY THE FREE CONCERT EVERY SECOND FRIDAY NIGHT. DURING THE EXTENDED INTERMISSION PATRONS WENT TO PURCHASE ART AND FOOD.

A DETAILED EXPENDITURE BREAKDOWN HAS BEEN PROVIDED AS PART OF OUR REQUEST FOR SUPPORT THIS YEAR. AS A SUMMARY - MOST OF THE FUNDS PROVIDED WERE USED TO PURCHASE GAZEBOS, TABLES AND CHAIRS. MOST OF THE REMAINDER WENT TO PROMOTION AND MARKETING. THE GAZEBOS, TABLES AND CHAIRS ARE AVAILABLE FOR USE NEXT YEAR, AND ARE AVAILABLE FOR OTHER COMMUNITY EVENTS. THEY HAVE ALREADY BEEN USED BY OTHER ORGANIZATIONS SUCH AS ANTIGONIGHT AND THE CIBC BREAST CANCER INITIATIVE.

THE OPERATION OF THE FAIR WAS BASED MOSTLY ON VOLUNTEERS AND THE TOTAL OPERATION WAS RUN AS TIGHTLY AS POSSIBLE. IT PRODUCED A SMALL SURPLUS WHICH WILL BE USED FOR ADVANCED ADVERTISING NEXT YEAR. THERE WAS ALSO A GRANT FROM THE TOWN OF ANTIGONISH, DEANS, AND A NUMBER OF LOCAL BUSINESSES AS WELL AS INDIVIDUAL DONATIONS.

AS PART OF THE OPERATIONS A WEB SITE WAS ESTABLISHED AND A FACEBOOK PAGE OPENED. WE WORKED CLOSELY WITH EXISTING ARTS ORGANIZATIONS SUCH AS ACA, AND ASAP. A U TUBE VIDEO HAS JUST BEEN COMPLETED AND THE SIGNAGE PRODUCED WILL BE SHOWN AT THE COUNCIL PRESENTATION.

THE GOALS OF THE ART FAIR WERE

1. PROVIDE AN OPPORTUNITY FOR NEW ARTISTS TO DISPLAY AND SELL THEIR WORK
2. PROMOTE ANTIGONISH AS THE CULTURAL HUB OF EASTERN NOVA SCOTIA

3. BRING NEW ECONOMIC ACTIVITY TO DOWNTOWN ANTIGONISH.

WE FEEL THAT ALL THREE GOALS WERE ACHIEVED.

CONCERNING INCREASED ACTIVITY IN DOWNTOWN ANTIGONISH WE WERE IMPRESSED HOW THE ART FAIR BROUGHT OUT LOCAL RESIDENTS AND VISITORS ON A FRIDAY EVENING. IT APPEARED AS IF THEY WERE LOOKING FOR SOMETHING TO DO OR SOMEWHERE TO GO. THIS ENCOURAGED US, THE ORGANIZERS AND ALSO THE ARTISTS. THE MORE PEOPLE THE GREATER THE POTENTIAL FOR THEM TO MAKE PURCHASES FROM LOCAL BUSINESSES, AND SPEND AN ADDITIONAL NIGHT IN THE AREA.

INCREASED NUMBERS OF PEOPLE IN DOWNTOWN BRING INCREASED ECONOMIC ACTIVITY. THIS FITS INTO THE GOALS OF THE IVANY REPORT WHICH IS TO CREATE MORE LOCAL ECONOMIC ACTIVITY AND SPECIFICALLY IN THE ARTISTIC SECTOR.

WE ARE WELL ON OUR WAY TO HAVE THE SAME EVENTS THIS YEAR AND TO MAKE THEM A PERMANENT INSTITUTION IN THE ANTIGONISH COMMUNITY. WE ARE WORKING TO INCREASE THE SIZE AND CONTENT OF THE EVENTS AND TO INCREASE IMPACT IN THE COMMUNITY.

THE SUCCESS OF THE ART FAIR HAS OPENED OUR EYES TO THE POTENTIAL FOR OTHER ADDITIONAL EVENTS IN THE DOWNTOWN DURING THE SUMMER AND EARLY FALL FOR INSTANCE A TUNA FESTIVAL, FOOD FAIRS, A JAZZ FESTIVAL.

THANK YOU, WE WOULD NOW LIKE TO TAKE ANY QUESTION OR COMMENTS YOU HAVE ABOUT THE ANTIGONISH ART FAIR

# 2015 ANTIGONISH Art Fair

FRI  
JUNE 26

FRI  
JULY 10

FRI  
JULY 24


FRI  
AUG 7

FRI  
AUG 21

6:00PM -  
9:30PM

Location: Antigonish Chisholm Park

To get more information about vending or performing please contact us

 Antigonish Art Fair

 [antigonishartfair@gmail.com](mailto:antigonishartfair@gmail.com)



Graphic Design: [lindesignstudio.ca](http://lindesignstudio.ca)



**BIRD STUDIES CANADA**  
**ÉTUDES D'OISEAUX**

understand appreciate conserve  
comprendre apprécier conserver

9 March 2015

Dear Warden Boucher,

Coastal beaches within your municipality are home to endangered Piping Plovers. I write to inform you and councilors of the Municipality of the County of Antigonish of the status of Piping Plovers in your municipality and to share resources that promote best practices for beach and dune habitat.

Bird Studies Canada (BSC) is a national, non-profit science and conservation organization dedicated to increasing understanding, appreciation and conservation of birds and their habitats in Canada. BSC's Piping Plover Conservation Program ([www.birdscanada.org/volunteer/nspllover](http://www.birdscanada.org/volunteer/nspllover)) aims to recover endangered Piping Plovers in Nova Scotia to a healthy population of 60 breeding pairs and to foster stewardship and sustainable use of beach ecosystems. Towards this goal, we collaborate with a network of volunteers, community groups and all levels of governments on dozens of beaches across Nova Scotia.

In spring and summer 2014, a total of 46 pairs of Piping Plovers nested on 28 beaches in NS (see details in attached summary). The Municipality of the County of Antigonish supported three pairs at two beaches: Dunns and Pomquet Provincial Park. Two out of three plover nests hatched on these beaches, however, only two chicks survived to fly (both at Dunns). Overall plover productivity in your municipality was 0.7 fledglings per pair, which is below the annual target of 1.65. Pomquet's plovers have produced few young over the past two years likely due to predator pressures and, in 2013, cold, wet weather.

An important part of our work is sharing information about the values of healthy beaches and dunes for biodiversity, community flood protection, and recreational and cultural spaces. I am enclosing a copy of our handbook for beach and dune property owners and managers, "Healthy Beaches and Dunes for Tomorrow: A Stewardship Guide for Nova Scotia Landowners." In this handbook, you will find best practices for keeping beach and dunes healthy, managing coastal erosion using a 'Living Shorelines' approach, stories from landowners, as well as pictures and facts about beach plants and wildlife.

We welcome questions and would be pleased to meet with Council to share more information and explore ways to sustain and promote healthy beaches for people and plovers.

I look forward to hearing from you and can be reached at [sabbott@birdscanada.org](mailto:sabbott@birdscanada.org) or (902) 426-4055.

Sincerely,

Sue Abbott  
Coordinator, NS Piping Plover Conservation Program  
Bird Studies Canada

Canadian co-partner of  
un partenaire canadien de





THE PREMIER  
HALIFAX, NOVA SCOTIA  
B3J 2T3

March 25, 2015

Warden Russell Boucher  
The Municipality of the County of Antigonish  
285 Beech Hill Road, RR 6  
Antigonish, NS B2G 0B4

Dear Mr.  Boucher,

Thank you for sharing the January 14<sup>th</sup> resolution of the Municipality of the County of Antigonish regarding the Canada East Pipeline.

It is helpful to demonstrate to companies that there is strong, existing support in Nova Scotia for projects such as these. I want to assure you that the Department of Energy continues to work with NuStar and others to examine the potential for an extension or addition to the Energy East Pipeline into Nova Scotia.

Sincerely,

A handwritten signature in blue ink, appearing to read "Stephen McNeil".

Honourable Stephen McNeil, M.L.A.  
Premier of Nova Scotia

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## MUNICIPALITY OF THE COUNTY OF ANTIGONISH

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**TO:** MUNICIPAL COUNCIL  
**FROM:** GLENN HORNE, MUNICIPAL CLERK TREASURER  
**SUBJECT:** COMMITTEE OF THE WHOLE REPORT  
**DATE:** APRIL 7, 2015

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Committee of the Whole was convened at 6pm on Tuesday, April 7, 2015. The following Councillors were present:

Warden Russell Boucher  
Councillor MacLellan  
Councillor MacFarlane  
Councillor MacDonald  
Councillor Bowie  
Councillor Deveau  
Councillor Boucher

**The following recommendations were made:**

The Committee recommends to Municipal Council that the tender for the Alex Terrace / Florence Circle paving be awarded to Nova Construction Co. Ltd., for the amount of \$134,419.00.

The Committee recommends that Municipal Council release a Request for Proposals soliciting opportunities for the redevelopment of the former correctional facility on Court Street.

The Committee recommends that Municipal Council approve the Private Roads and Municipal Waste Collection Policy.

The Committee recommends that Municipal Council approve the Municipal Complaint Handling Policy.

The Committee recommends that Municipal Council appoint Warden Russell Boucher to represent the Municipality of the county of Antigonish on the Eastern-Strait REN Liaison & Oversight Committee.

That the Committee recommends that Municipal Council approve sending one Council member and one staff representative to the 2015 Nova Scotia Planning Directors Association Conference.

That the Committee recommend that Municipal Council approve a contract with CABER Technology Solutions for services for a one-year term, with the option to extend.



# Eastern District Planning Commission

32 Paint St., Unit 4, Port Hawkesbury NS B9A 3J8  
Tel : 902-625-5364  
Fax : 902-625-1559  
1-888-625-5361

John D. Bain  
Director  
jdbain@edpc.ca

February 27, 2015

Mr. Glenn Horne, Municipal Clerk  
Municipality of the County of Antigonish  
285 Beech Hill Road  
RR 6 STN MAIN  
Antigonish, NS B2G 0B4

## Reference: Revised Appointments (2015-2016)

Dear Mr. Horne,

As in years past we would ask that Council appoint Commission staff to various Municipal positions. As you are aware annual appointments are useful in that they allow us to be prepared in the event we need to prove appointments. We would ask therefore that the following appointments be made by Council:

- Administrator - Dangerous and Unsightly Premises: **Sean Donovan**  
Alternate: John Bain.
- Building Inspector: **Harry Martell**  
Alternates: Leon LeBlanc; Cyril LeBlanc; and David MacKenzie.
- Assistant Building Inspector: **Sean Donovan**
- Development Officer: **Wanda Ryan**  
Alternates: John Bain; Nathan MacLeod; and Andrew Jones.
- Fire Inspector: **Sean Donovan**  
Alternates: Leon LeBlanc; Harry Martell; and Cyril LeBlanc.

If you have any questions or concerns about these appointments please do not hesitate to contact me.

Yours truly,

John Bain  
Director

/jb