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Halifax, Nova Scotia
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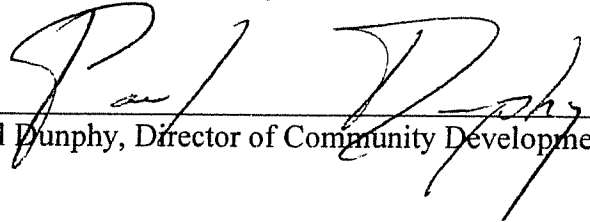
Harbour East Community Council

January 4, 2007

February 1, 2007

TO: Harbour East Community Council

SUBMITTED BY:


Paul Dunphy, Director of Community Development

DATE: December 14, 2006

SUBJECT: Case 00734 - Development Agreement for 124 Albro Lake Road,
Dartmouth

ORIGIN

Application by W. Williams Non-Profit to enter into a development agreement to convert an existing three unit multiple unit dwelling to an apartment building with a maximum of 5 units.

RECOMMENDATION

It is recommended that Harbour East Community Council:

1. Move Notice of Motion to consider the proposed Development Agreement to permit a 5 unit multiple dwelling at 124 Albro Lake Road, Dartmouth, and to schedule a public hearing. *January 4/07*
2. Approve the proposed Development Agreement, presented as Attachment A of this report.
3. Require that the development agreement be signed within 120 days, or any extension thereof granted by Council on request of the applicant, from the date of final approval by Council and any other bodies as necessary, whichever is later; otherwise this approval will be void and obligations arising hereunder shall be at an end.

BACKGROUND

W. Williams Non-Profit are the owners of an apartment building containing 5 units located at 124 Albro Lake Road, Dartmouth. The property is approximately 6,264 square feet in area with 58 feet of frontage on Albro Lake Road. A review of the property's development history is as follows:

- The building was originally constructed "by-right" as a three unit apartment building (two, three bedroom units and one, two bedroom unit) in accordance with the R-4 Multiple Family Residential Zone (High Density).
- In 1991, Council approved Policy IP-5, requiring apartment building developments to be considered only by development agreements in R-3, R-4, C-2, MF-1 and GC Zones.
- In 2003-2004, W. Williams Non-Profit renovated the apartment building to provide safe-haven housing for women in transition. During renovations the number of dwelling units was increased from three to five unit (two bachelorette-units, two one-bedroom units and one two-bedroom unit), however only three of the five units are recognized as being in compliance with the land use by-law.
- W. Williams Non-Profit have submitted this application in order to bring the existing 5 unit apartment building into compliance with municipal zoning requirements.

Designation and Zoning:

The subject property is designated "Residential" according to the Generalized Future Land Use Map (Map 2) in the Dartmouth MPS and is zoned R-4- Multiple Family Residential Zone (High Density) (Map 1). The Residential Designation supports the development of High Density Multiple Unit uses. The R-4 zone permits a full range of residential use types including R-1, R-2, Townhouses, R-3 Multiple Family Residential Zone (Medium Density) and R-4- Multiple Family Residential Zone (High Density).

Public Information Meeting/Area of Notification

The public information meeting component was waived by consent of the district Councillor. Should Community Council decide to proceed with a public hearing, in addition to published newspaper advertisements, property owners in the immediate area will be individually notified as shown on Map 1.

DISCUSSION

The MPS recognizes multiple unit dwellings as an acceptable housing development option provided concerns related to exterior design, density, site treatment, massing and traffic issues are addressed

as part of development agreements. The development agreement provides a level of control over these design features.

In considering a development agreement, MPS Policies IP-1(c) and IP-5 must be considered. These are reproduced in Attachment B to this report. The development agreement is intended to recognize the existing number of units and improve the existing development condition. Development control measures are included to limit the number of units, require amenity space and undertake streetfront landscaping improvements. The salient issues are as follows:

Traffic, Parking & Servicing Infrastructure

The site can be serviced through existing infrastructure. Sanitary sewer, stormwater and water services in the area can accommodate the additional units. Due to low anticipated traffic volumes no traffic statement was required.

Schedule B to the proposed development agreement provides a site plan illustrating the proposed access and parking arrangement. In it's existing condition, the property is serviced by two separate driveways from Albro Lake Road leading into the property's two side yards. This driveway pattern is common for apartment buildings of similar scale on Albro Lake Road. However, this particular property also utilizes the entire front yard as a driving aisle for vehicular movement and/or parking.

As proposed, parking is restricted to the two existing driveways with the remainder of the front yard reinstated as a landscaped area. This change will serve to better define parking resources, improve the property's streetfront appearance and reinforce consistency in general streetscape aesthetics with other property's in the area. The two driveways are capable of accommodating a maximum of three vehicles (or a total of 5 vehicles in a stacked parking configuration). While fewer than the 1.25 spaces per unit required under the land use by-law, parking is sufficient for the existing use as a transitional shelter. The building has one two bedroom unit but is primarily comprised of efficient, self contained bachelor and one bedroom units which are primarily suited for single occupants. In the history of this facility parking capacity has never been an issue.

Site & Building Design

Renovations undertaken by W. Williams Non Profit resulted in substantial improvements to both the appearance and general condition of the building. Renovations did not result in an increase to the building's height or footprint and the proposed development agreement does not permit such expansions. The building's scale and proposed residential density remains in keeping with that of adjacent properties of similar scale in the immediate area and the proposed density is substantially less than the R-4 zone standard in terms of minimum site area and maximum lot coverage.

Amenity Space & Landscaping

The land use by-law requires useable amenity space for use by building occupants. A high calibre of landscaping is proposed to be introduced around the building's front yard and parking areas. Additionally, through the development agreement, W. Williams Non-Profit will continue provide

and maintain a common landscaped area and deck at the rear of the property as an active amenity area as well as provide an enclosure for garbage and refuse containers.

CONCLUSION

Staff feel that the circumstances associated with this application warrant consideration of the proposal. The proposed development agreement provided in Attachment A will serve to recognize 5 residential units bringing this property into land use compliance. It will also enable W. Williams Non-Profit to provide an improved service to their clients in need of safe-haven housing. This proposal is consistent with existing MPS policies and addresses any matter of relevant land use concern.

BUDGET IMPLICATIONS

Not applicable.

FINANCIAL MANAGEMENT POLICIES / BUSINESS PLAN

This report complies with the Municipality's Multi-Year Financial Strategy, the approved Operating, Capital and Reserve budgets, policies and procedures regarding withdrawals from the utilization of Capital and Operating reserves, as well as any relevant legislation.

ALTERNATIVES

1. Council may choose to approve the proposed development agreement. This is the recommended course of action.
2. Council may choose to refuse the proposed development agreement, and in doing so, must provide reasons based on a conflict with MPS policies. This alternative is not recommended as staff is satisfied that the proposed development agreement is consistent with the policies and intent of the MPS.
3. Council may choose to alter the terms of the development agreement. This may necessitate further negotiations with the applicant and additional report(s) In the event substantive revisions are requested subsequent to advertising for a public hearing, an additional public hearing may be required .

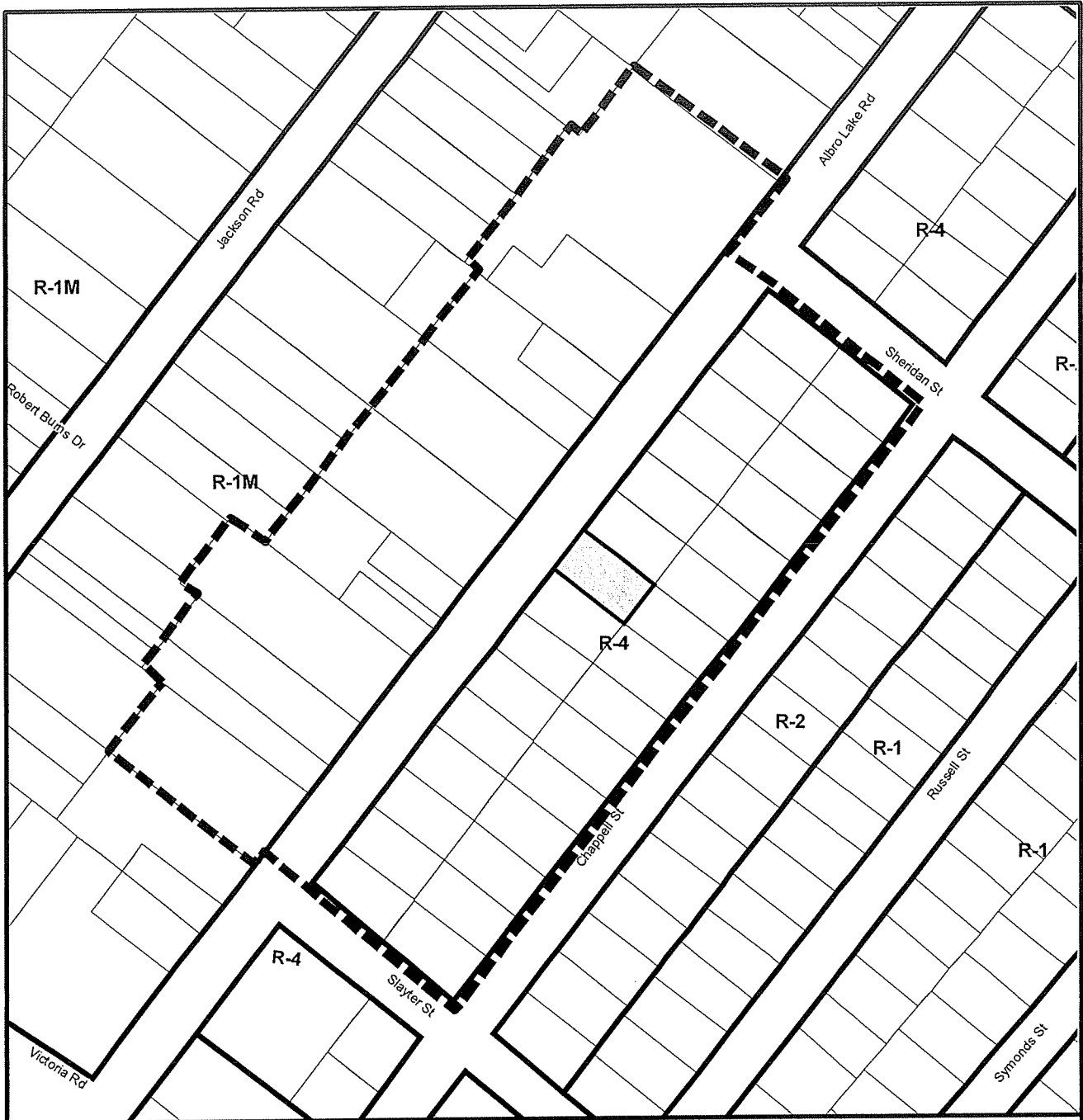
ATTACHMENTS

Map 1:	Location & Zoning Map
Map 2:	Generalized Future Land Use Map
Attachment A:	Proposed Development Agreement
Attachment B:	Relevant Municipal Planning Strategy Policies and Land Use Provisions

A copy of this report can be obtained online at <http://www.halifax.ca/council/agendasc/cagenda.html> then choose the appropriate meeting date, or by contacting the Office of the Municipal Clerk at 490-4210, or Fax 490-4208.


Report Prepared by: John MacPherson, Planner, Community Development, 490-4472

Report Approved by: Roger Wells, Acting Manager, Planning Services, 490-4373




Map 1

124 Albro Lake Road

 Existing Development Agreement

Dartmouth Land Use By-Law Area

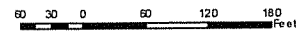
 Proposed Development Agreement

Zone

- R-1 Single Family Residential Zone
- R-2 Two Family Residential Zone
- R-4 Multiple Family Residential Zone (High Density)
- R1M Single Family (Modified) Residential Zone
- C-1 Local Business Zone



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
This map is an unofficial reproduction of a portion of the Zoning Map for the Halifax Mainland Land Use By-Law area.

HRM does not guarantee the accuracy of any representation on this plan.




Map 2
Generalized Future Land Use



124 Albro Lake Road

 Existing Development Agreement

Dartmouth Municipal Planning Strategy

 Proposed Development Agreement

Designations

 Residential Designation
 Commercial Designation



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This map is an unofficial reproduction of a portion of the Zoning Map for the Halifax Mainland Land Use By-Law area.

HRM does not guarantee the accuracy of any representation on this plan.

ATTACHMENT A

THIS AGREEMENT made this day of , 2007,

BETWEEN:

W. WILLIAMS NON-PROFIT
a body corporate, in the Halifax Regional Municipality,
Province of Nova Scotia (hereinafter called the "Developer")

OF THE FIRST PART

- and -

HALIFAX REGIONAL MUNICIPALITY,
a municipal body corporate (hereinafter called the "Municipality")

OF THE SECOND PART

WHEREAS the Developer is the registered owner of certain lands located at 124 Albro Lake Road, Dartmouth, forming part of PID# 00057182 and which said lands are more particularly described in Schedule A hereto (hereinafter called the "Lands");

AND WHEREAS the Developer has requested that the Municipality enter into a development agreement to permit a 5 unit multiple dwelling on the Lands pursuant to the provisions of the Municipal Government Act and pursuant to Chapter 11, Policy IP-5 of the Dartmouth Municipal Planning Strategy and Part II, Provision 18A of the Dartmouth Land Use Bylaw;

AND WHEREAS a condition of the granting of approval of Council is that the Developer enter into an agreement with the Halifax Regional Municipality;

AND WHEREAS the Harbour East Community Council approved this request at a meeting held on (), referenced as Municipal Case Number 00734;

THEREFORE in consideration of the benefits accrued to each party from the covenants herein contained, the Parties agree as follows:

PART 1: GENERAL REQUIREMENTS AND ADMINISTRATION

- 1.1 The Developer agrees that the Lands shall be developed and used only in accordance with and subject to the terms and conditions of this Agreement.
- 1.2 Except as otherwise provided for herein, the development and use of the Lands shall comply with the requirements of the Land Use By-law of Dartmouth, as may be amended from time to time.
- 1.3 Pursuant to Section 1.2, nothing in this Agreement shall exempt or be taken to exempt the Developer, lot owner or any other person from complying with the requirements of any by-law of the Municipality applicable to the Lands (other than the Land Use By-law and Subdivision By-law to the extent varied by this Agreement), or any statute or regulation of the Province of Nova Scotia, and the Developer or lot owner agrees to observe and comply with all such laws, by-laws and regulations in connection with the development and use of the Lands.
- 1.4 Where the provisions of this Agreement conflict with those of any by-law of the Municipality applicable to the Lands (other than the Land Use By-law and Subdivision 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.
- 1.5 The Developer and each subsequent lot owner shall be responsible for all costs, expenses, liabilities and obligations imposed under or incurred in order to satisfy the terms of this Agreement and all federal, provincial and municipal regulations, by-laws or codes applicable to any lands owned by the Developer or lot owner.
- 1.6 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 2: USE OF LANDS AND DEVELOPMENT PROVISIONS

2.1 Schedules

The Developer shall develop and use the Lands in conformance with the site plans, design drawings, renderings and supporting technical documents, attached as the following Schedules to this agreement:

Schedule "A"	Legal Description of the Land(s), identified as 124 Albro Lake Road
Schedule "B"	Site Plan

2.2 Permitted Uses

2.2.1 The Developer shall develop the lands in a manner, which, in the opinion of the Development Officer, is substantially in conformance with the Schedules attached to this agreement and the plans filed in the Halifax Regional Municipality Community Development Department - Planning Applications as Case 00734, and the land shall not be used for another use than:

1. An apartment building with a maximum of 5 dwelling units comprised of:
 - two bachelor units;
 - two one-bedroom units; and
 - one two-bedroom unit.
2. Vehicular parking; and
3. Open space, landscaping, walkways.

2.2.2 No outdoor storage shall be permitted on the Lands. Refuse containers located outside the apartment building shall be screened from adjacent properties and from streets by means of opaque fencing, masonry walls and/or suitable landscaping.

2.3 Building and Lots

2.3.1 No additions to the building shall be permitted which would, result in additional floor space or building height. The existing building footprint of approximately 1150 square feet shall not be exceeded.

2.3.2 A minimum side yard clearance of eight feet measured from the main wall of the apartment building to the property line shall be maintained.

2.3.3 Minimum Lot Area - 6,200 square feet .

2.3.4 Minimum Lot Frontage - 58 feet

2.4 Parking and Circulation (Vehicular and Pedestrian)

2.4.1 Two driveways shall be located and maintained as generally illustrated on Schedule B and shall be designed to provide a minimum of 3 parking spaces.

2.4.2 The developer agrees to construct and maintain both driveways in stable surface covered by gravel or asphalt or other suitable material as determined by the Development Officer.

- 2.4.3 Internal pedestrian pathways shall be provided as generally illustrated on Schedule 'B' and shall be constructed of crusher dust, asphalt, concrete or other suitable material as determined by the Development Officer.
- 2.4.4 The Development Officer may approve changes to the parking and circulation layout as illustrated on Schedule "B" provided such changes further the intent of this Agreement.

2.5 Streets and Municipal Services

- 2.5.1 The Developer shall be responsible for securing all applicable approvals associated with the on-site and off-site servicing systems required to accommodate the development. Such approvals shall be obtained in accordance with all applicable by-laws, standards, policies and regulations of HRM and other approval agencies, except as provided for herein. All costs associated with the supply and installation of all servicing systems and utilities shall be the responsibility of the Developer.
- 2.5.2 The Developer agrees to install a Backflow Prevention Device for the municipal water service as required by the Halifax Regional Water Commission prior to the issuance of a development permit.
- 2.5.3 The building shall maintain connection to the municipal sewer and water system. The design, installation and cost associated with the provision of services, included but not limited to, water supply, sanitary sewers, storm sewer and utilities shall be the responsibility of the Developer. All applicable design drawings and information shall be certified by a Professional Engineer, and no development permit shall be issued by the Development Officer until written approval from the Development Engineer and any other applicable authorities with respect to the design of all systems has been received.
- 2.5.4 Any disturbance to existing off-site infrastructure resulting from the development, including but not limited to, streets, sidewalks, curbs and gutters, 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 Engineer.
- 2.5.5 Pursuant to this Section (Section 2.5.1), no occupancy permit shall be issued for the building on the Lands until all street improvements, municipal servicing systems and utilities have been completed in accordance with the Streets By-law S-300.

2.6 Landscaping and Amenity Space

- 2.6.1 Landscaping and amenity space on the Lands shall be carried out by the Developer substantially in conformance with Schedule "B". In general, a front yard landscaped area of a minimum of 20 feet in width and 19 feet in depth measured at right angles from the property boundary abutting the street shall be provided as generally outlined on Schedule "B". The landscaping shall consist of grass and shall include one ornamental shrub for every one hundred (100) square feet of required landscaped area, and one double-staked nursery tree with a minimum 50mm base caliper.
- 2.6.2 The Developer shall prepare a landscaping plan for the Lands, which are satisfactory to the Development Officer, prior to the issuing of Development permit.
- 2.6.3 Amenity space shall be set aside for recreational purposes such as common recreational areas, play areas, and recreational rooms. Amenity space shall include all area(s) of the lot set aside for the purposes of visual improvement or recreation and not used for buildings, parking areas or driveways, and shall include areas such as grass, flower beds, gardens, shrubbery, trees and landscaping, child play areas and resident patios; etc. The amenity space provided for the multiple unit dwelling shall be a minimum of 1,700 square feet in total area in accordance with Schedule "B".
- 2.6.4 Within the outdoor amenity area a community patio area shall be maintained.
- 2.6.5 Refuse storage shall be screened from view of the street by means of opaque fencing and/or suitable landscaping.
- 2.6.6 No outdoor storage shall be permitted on the Lands.
- 2.6.7 The Development Officer, on the advice of the Manager of Parks and Open Space, may approve modifications to the species of plant stock, and the number, size and location of plant stock, provided such modifications, in the opinion of the Development Officer, enhance the attractiveness and visual appearance of the Lands.
- 2.6.8 No zoning confirmation letter shall be issued for an apartment building with a maximum of five units until the landscaping has been completed except that the zoning confirmation letter may, at the discretion of the Development Officer, be issued subject to security being provided to the Municipality in the amount of 120 per cent of the estimated cost of completion of all outstanding work. Further, an estimate for the landscaping shall be submitted and signed by a

landscape architect or viable landscaping company as determined by the Development Officer. The security shall be in favour of the Municipality and shall be in the form of a certified cheque or irrevocable, automatically renewable letter of credit in the Municipality's name issued by a chartered bank. The security shall be returned to the Developer only upon completion of all work, as described herein and illustrated on Schedules, and as approved by the Municipality. If outstanding work is not completed within 8 months from the date of the certified cheque or irrevocable, automatically renewable letter of credit, the Municipality may cash the cheque or letter of credit for the amount owing to complete the outstanding work and complete the necessary work.

- 2.6.9 Notwithstanding Section 2.6.8 above and pursuant to Sections 2.6.1 thru 2.6.5, all work shall be completed the Developer agrees to complete all landscaping, in accordance with the approved landscaping plan within a 12 month period from the date of registration of this Agreement. In the event that the Developer has not completed the appropriate landscaping of the subject property to the satisfaction of the Development Officer within that time period, the Development Officer may issue a written 30 day notification requiring that the landscaping work be completed. If the Developer has not complied to the satisfaction of the Development Officer at the end of the notification period, the Developer shall be penalized in the amount of 120% of the total cost of the landscaping as determined by the Halifax Regional Municipality.

2.7 Signs

- 2.7.1 No mobile/ moveable signs or billboards shall be permitted on the Lands.

2.8 Maintenance

- 2.8.1 The Developer shall maintain and keep in good repair all portions of the development on the Lands, including but not limited to, the interior and 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 and snow removal/salting of walkways and driveways.

PART 3: AMENDMENTS

- 3.1 Amendments to any matters not identified under Section 3.1 shall be deemed substantive and may only be amended in accordance with the approval requirements of the Municipal Government Act.

PART 4: REGISTRATION, EFFECT OF CONVEYANCES AND DISCHARGE

- 4.1 A copy of this Agreement and every amendment and discharge of this Agreement shall be recorded at the office of the Registry of Deeds at Halifax, Nova Scotia and the Developer shall pay or reimburse the Municipality for the registration cost incurred in recording such documents.
- 4.2 This Agreement shall be binding upon the parties thereto, their heirs, successors, assignees, mortgagees, lessees and all subsequent owners, and shall run with the land which is the subject of this Agreement until this Agreement is discharged by the Council.
- 4.3 Notwithstanding any subdivision approvals granted pursuant to this Agreement or any transfer or conveyance of any lot or of all or any portion of the Property, this Agreement shall continue to apply to and bind the Developer, the Property and each lot and the Developer shall continue to be bound by all terms and conditions of this Agreement.
- 4.4 Upon the transfer of title of any lot, the owner thereof shall observe and perform the terms and conditions of this Agreement to the extent applicable to the lot.
- 4.5 Notwithstanding Section 4.4 or any transfer of title to a lot, the Developer shall continue to be responsible for the fulfilment of the Developer's covenants under this Agreement and any Subdivision Agreement entered pursuant to this Agreement.
- 4.6 In the event that construction on the Lands has not commenced within 2 (two) years from the date of registration of this Agreement at the Registry of Deeds, as indicated herein, the Municipality may, by resolution of Council, either discharge this Agreement, whereupon this Agreement shall have no further force or effect, or upon the written request of the Developer, grant an extension to the date of commencement of construction. For the purposes of this section, "commencement of construction" shall mean the pouring of the footings for the foundation for the building.
- 4.7 Upon the completion of all development on the Lands, or portions thereof, or after 5 (five) years from the date of registration of this Agreement at the Registry of Deeds, whichever time period is less, Council may review this Agreement, in whole or in part, and may:
- (a) retain the Agreement in its present form;
 - (b) negotiate a new Agreement;
 - (c) discharge this Agreement on the condition that for those portions of the development that are deemed complete by Council, the Developer's rights hereunder are preserved and the Council shall apply appropriate zoning pursuant to the Municipal Planning Strategy and Land Use By-law, as may be amended

PART 5: ENFORCEMENT AND RIGHTS AND REMEDIES ON DEFAULT

- 5.1 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. The Developer further agrees that, upon receiving written notification from an officer of the Municipality to inspect the interior of any building located on the Lands, the Developer agrees to allow for such an inspection during any reasonable hour within one day of receiving such a request.
- 5.2 If the Developer fails to observe or perform any covenant or condition of this Agreement after the Municipality has given the Developer thirty (30) days written notice of the failure or default, except that such notice is waived in matters concerning environmental protection and mitigation, then in each such case:
- (a) the Municipality shall be entitled to apply to any court of competent jurisdiction for injunctive relief including an order prohibiting the Developer from continuing such default and the Developer hereby submits to the jurisdiction of such Court and waives any defence based upon the allegation that damages would be an adequate remedy;
 - (b) the Municipality may enter onto the Property and perform any of the covenants contained in this Agreement whereupon all reasonable expenses whether arising out of the entry onto the lands or from the performance of the covenants may be recovered from the Developer by direct suit and such amount shall, until paid, form a charge upon the Property and be shown on any tax certificate issued under the Assessment Act.
 - (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; and/or
 - (d) in addition to the above remedies the Municipality reserves the right to pursue any other remediation under the Municipal Government Act or Common Law in order to ensure compliance with this Agreement.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals on the day and year first above written:

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

per: _____

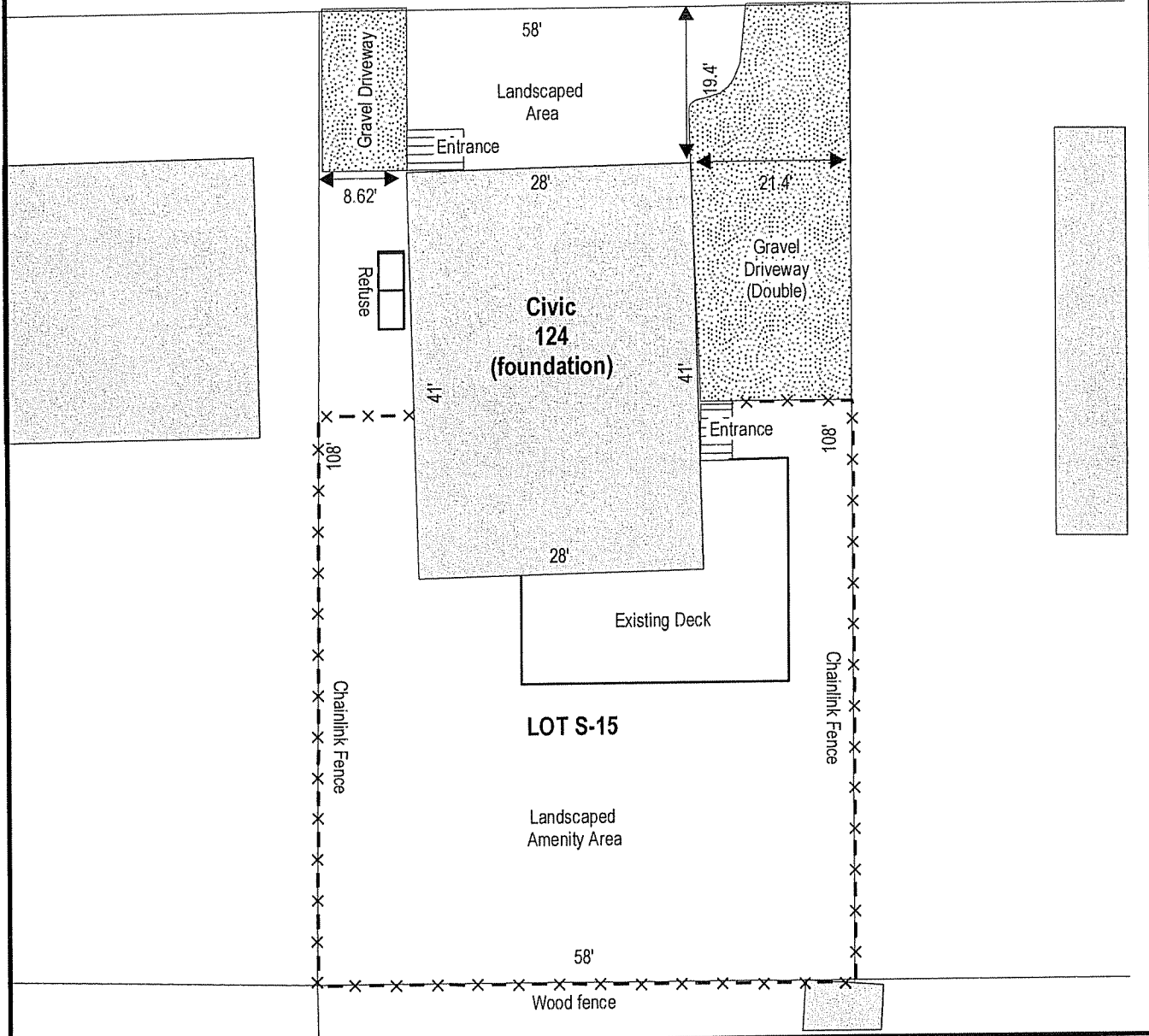
) W. WILLIAMS NON-PROFIT
)
)
) per: _____
)
)

Sealed, Delivered and Attested
by the proper signing officers of
Halifax Regional Municipality
duly authorized on that behalf
in the presence of:

per: _____

) HALIFAX REGIONAL MUNICIPALITY
)
)
) per: _____
) MAYOR
)
)
) per: _____
) MUNICIPAL CLERK

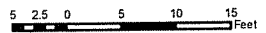
Albro Lake Road



Schedule B
 "Concept Plan"
 124 Albro Lake Road



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Attachment B: Municipal Planning Strategy Policies and Land Use Provisions

3. Apartment Building Development

Careful consideration should be given to the construction of apartment buildings throughout the City. Recently, concerns have been expressed about the exterior design, density, concentration, site treatment, massing and traffic issues as they relate to apartment development. These issues could be addressed by the Development Agreement process and would also permit public involvement in the evaluation of the proposed development.

Policy IP-5 It shall be the intention of City Council to require Development Agreements for apartment building development in R-3, R-4, C-2, MF-1 and GC Zones. Council shall require a site plan, building elevations and perspective drawings for the apartment development indicating such things as the size of the building(s), access & egress to the site, landscaping, amenity space, parking and location of site features such as refuse containers and fuel storage tanks for the building.

In considering the approval of such Agreements, Council shall consider the following criteria:

- (a) adequacy of the exterior design, height, bulk and scale of the new apartment development with respect to its compatibility with the existing neighbourhood;
- (b) adequacy of controls placed on the proposed development to reduce conflict with any adjacent or nearby land uses by reason of:
 - (i) the height, size, bulk, density, lot coverage, lot size and lot frontage of any proposed building;
 - (ii) traffic generation, access to and egress from the site; and
 - (iii) parking;
- (c) adequacy or proximity of schools, recreation areas and other community facilities;
- (d) adequacy of transportation networks in, adjacent to, and leading to the development;
- (e) adequacy of useable amenity space and attractive landscaping such that the needs of a variety of household types are addressed and the development is aesthetically pleasing;
- (f) that mature trees and other natural site features are preserved where possible;

- (g) adequacy of buffering from abutting land uses;
- (h) the impacts of altering land levels as it relates to drainage, aesthetics and soil stability and slope treatment; and
- (i) the Land Use By-law amendment criteria as set out in Policy IP-1(c).
(As amended by By-law C-692, Dec. 4, 1991).

Policy IP-1(c) In considering zoning amendments and contract zoning, Council shall have regard to the following:

- (1) that the proposal is in conformance with the policies and intents of the Municipal Development Plan
- (2) that the proposal is compatible and consistent with adjacent uses and the existing development form in the area in terms of the use, bulk, and scale of the proposal
- (3) provisions for buffering, landscaping, screening, and access control to reduce potential incompatibilities with adjacent land uses and traffic arteries
- (4) that the proposal is not premature or inappropriate by reason of:
 - (i) the financial capability of the City is to absorb any costs relating to the development
 - (ii) the adequacy of sewer and water services and public utilities
 - (iii) the adequacy and proximity of schools, recreation and other public facilities
 - (iv) the adequacy of transportation networks in adjacent to or leading to the development
 - (v) existing or potential dangers for the contamination of water bodies or courses or the creation of erosion or sedimentation of such areas
 - (vi) preventing public access to the shorelines or the waterfront
 - (vii) the presence of natural, historical features, buildings or sites
 - (viii) create a scattered development pattern requiring extensions to truck facilities and public services while other such facilities remain under utilized
 - (ix) the detrimental economic or social effect that it may have on other areas of the City.
- (5) that the proposal is not an obnoxious use
- (6) that controls by way of agreements or other legal devices are placed on proposed developments to ensure compliance with approved plans and coordination between adjacent or near by land uses and public facilities. Such controls may relate to, but are not limited to, the following:

- (i) type of use, density, and phasing
 - (ii) emissions including air, water, noise
 - (iii) traffic generation, access to and egress from the site, and parking
 - (iv) open storage and landscaping
 - (v) provisions for pedestrian movement and safety
 - (vi) management of open space, parks, walkways
 - (vii) drainage both natural and sub-surface and soil-stability
 - (viii) performance bonds.
- (7) suitability of the proposed site in terms of steepness of slope, soil conditions, rock outcroppings, location of watercourses, marshes, swamps, bogs, areas subject to flooding, proximity to major highways, ramps, railroads, or other nuisance factors
- (8) that in addition to the public hearing requirements as set out in the Planning Act and City by-laws, all applications for amendments may be aired to the public via the "voluntary" public hearing process established by City Council for the purposes of information exchange between the applicant and residents. This voluntary meeting allows the residents to clearly understand the proposal previous to the formal public hearing before City Council
- (9) that in addition to the foregoing, all zoning amendments are prepared in sufficient detail to provide:
- (i) Council with a clear indication of the nature of proposed development, and
 - (ii) permit staff to assess and determine the impact such development would have on the land and the surrounding community
- (10) Within any designation, where a holding zone has been established pursuant to "Infrastructure Charges - Policy IC-6", Subdivision Approval shall be subject to the provisions of the Subdivision By-law respecting the maximum number of lots created per year, except in accordance with the development agreement provisions of the MGA and the "Infrastructure Charges" Policies of this MPS. (Regional Council - July 2, 2002, Effective - August 17, 2002)

R-4 ZONE - MULTIPLE FAMILY RESIDENTIAL ZONE (HIGH DENSITY)

35. (1) The following uses only shall be permitted in an R-4 Zone:
- (a) R-1, R-2, R-3 and TH uses as herein set out,
 - (b) apartment buildings,
 - (c) uses accessory to any of the foregoing uses.

- (2) Buildings used for R-1, R-2, R-3 and TH uses in an R-4 Zone shall comply with the requirements of an R-1, R-2, R-3 or TH Zone respectfully.
- (3) Buildings used for R-4 uses in an R-4 Zone shall comply with the following requirements:
 - (a) Lot coverage, maximum - 50%
 - (b) Area (in square feet) of site required by type of dwelling unit:

TYPE OF DWELLING UNIT

Number of Storeys	Bed-Sitting Room	One Bedroom	Two Bedrooms	Three or more Bedrooms
1	440 sq. ft.	550 sq. ft.	890 sq. ft.	1230 sq. ft.
2	410	510	820	1130
3	380	470	760	1050
4	350	440	700	970
5	330	410	650	890
6	320	380	610	820
7	310	360	570	770
8	310	350	540	720
9	300	340	510	690
10	300	330	480	660
11 & over	300	330	460	640

- (c) Notwithstanding the provisions of paragraph (b) above, the number of permissible dwelling units for any site may be increased by:
 - (i) 2% where at least one-third of the parking requirements are provided within the building; or
 - (ii) 4% where at least two-thirds of the parking requirements are provided within the building; or
 - (iii) 6% where all of the parking requirements are provided within the building; or
 - (iv) 10% where the building site abuts a public open space having a minimum area of five acres or where the building site is located on the opposite side of a City street from a five acre public open space.
- (d) On all buildings a minimum side and rear yard clearance of fifteen feet shall be maintained and if the building is more than fifty feet high on its highest side the sideyards and rearyards shall have a minimum clearance of not less than one half the height of the adjacent side of the building.

- (e) *Height Maximum -35 feet on all parcels of land situated within the "Lake Banook Canoe Course Area" as identified on Schedule "W". (RC - Feb 8, 2005 E - April 23, 2005)*
- (4) No uses other than those permitted in R-1, R-2, and TH Zones shall be permitted unless the lot area is equal to or greater than ten thousand square feet and unless the street frontage is equal to or greater than one hundred feet.
- (5) All developments including three or more dwelling units shall provide in addition to the site requirements set out in Sub-section (3) of this section, amenity areas of not less than one hundred square feet for each bed sitting room or one bedroom dwelling unit; three hundred square feet for each two bedroom dwelling unit; and five hundred square feet for each three or more bedroom dwelling units. An amenity area shall be a space set aside for recreational purposes such as communal play areas, recreational rooms, roof decks, balconies, swimming pools and tennis courts. An amenity area shall have no dimension less than thirty feet.

NOTE

Effective December 4, 1991, Multiple family residential developments in the City of Dartmouth are permitted only by development agreement.