

**Harbour East-Marine Drive Community Council  
October 17, 2013**

**TO:** Chair and Members of Harbour East-Marine Drive Community Council

Original signed

**SUBMITTED BY:**

Brad Anguish, Director, Community & Recreation Services

**DATE:** October 9, 2013

**SUBJECT:** **Case 18683: Development Agreement - 1 Glenview Drive, Dartmouth**

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**ORIGIN**

Application by Merrimac Management

**LEGISLATIVE AUTHORITY**

*Halifax Regional Municipality Charter; Part VIII, Planning & Development*

**RECOMMENDATION**

It is recommended that Harbour East-Marine Drive Community Council:

1. Give Notice of Motion to consider the proposed development agreement as provided in Attachment A, and schedule a public hearing;
2. Approve the proposed Development Agreement, set out in Attachment A of this report, to permit three additional dwelling units in an existing 36-unit multiple unit dwelling at 1 Glenview Drive in Dartmouth; and
3. Require the Development Agreement be signed by the property owner within 120 days, or any extension thereof granted by Council on request of the property owner, from the date of final approval by Council and any other bodies as necessary, including applicable appeal periods, whichever is later; otherwise this approval will be void and obligations arising hereunder shall be at an end.

## **BACKGROUND**

A building permit was issued in 1980 to allow construction of a 36 apartment building at 1 Glenview Drive in Dartmouth. The building was constructed as approved in terms of siting, massing and height, however an additional three units were added within the structure, resulting in a 39 unit building. Through an inspection of the building pursuant to By-law M-100, the Standards for Residential Occupancies By-law, the existence of these three unauthorized units has come to the attention of HRM. Through this process, the owner had been advised to comply with the terms of the original building permit for 36 units. As a means of achieving compliance with municipal requirements, the owner of the property has submitted this application seeking authorization of the additional units. The Municipal Planning Strategy (MPS) for Dartmouth contains policy which enables Council to consider multiple unit dwellings through the development agreement process.

### **Location, Designation and Zoning**

The site is:

- a single parcel of 42,142 square feet (0.98 acres) located at 1 Glenview in Dartmouth;
- developed with a three and half storey, 39-unit apartment building constructed in 1980 as shown in Attachment B;
- designated Residential under the Dartmouth MPS as shown on Map 1; and
- zoned R-3 (Multiple Family Residential - Medium Density) under the Dartmouth Land Use By-law (LUB) as shown on Map 2.

### **Surrounding Land Uses**

The site is in a mixed use area, characterized by a 36 unit apartment building to the east, townhouse development to the south, single unit dwellings to the west, and a provincial government office building to the north.

### **MPS Policy**

Policy IP-5 (Attachment C) identifies that Council can consider multiple unit dwellings by development agreement subject to review criteria that are intended to mitigate potential negative impacts on the surrounding community. This policy enables new units in the form of new multiple unit buildings, additions to existing multiple unit buildings, and internal conversions as proposed in this case.

## **DISCUSSION**

The proposal has been reviewed under the relevant policies of the Dartmouth MPS, and staff offer the following evaluation. A detailed evaluation is provided in Attachment C.

### **Density and Unit Mix**

There are no specific limits on population density contained within the MPS policies regarding development agreements. Council, therefore, has discretion on a site by site basis, although the

requirements of the R-3 zone (included as Attachment D) are typically used as an initial baseline comparison. The 3 additional units do not represent a significant change in density and are acceptable for the following reasons:

- The building was approved for a maximum of 36 units, with 16 two-bedroom units. It was constructed with 39 units, with only 11 being two-bedroom units. The R-3 density guideline varies based on unit type, and the reduction in two-bedroom units allows an increase in the overall number of units. Based on the unit mix proposed (11 two-bedroom, 19 one-bedroom, and 9 studios), 39 units is the maximum density under the R-3 standards;
- The number of bedrooms under the proposed agreement would be 50, as opposed to the 52 enabled by the original approval;
- The approval of 3 additional units would not have an impact on the surrounding community as the units are part of an established building and are being accommodated by existing infrastructure and services; and
- The City of Dartmouth projected an average of 2.5 residents per apartment unit in this project. However, the actual occupancy is only 1.4 persons per unit, due to the long term trend toward smaller household sizes. Even with an increase of 3 units, the actual density on the site is therefore 40% below that originally projected for the site.

#### Landscaping

The parking lot, located between the building and the street, is the dominant visual feature on the site. There is some landscaping around the perimeter of the parking lot, in addition to a treed area at the rear. To ensure that a reasonable level of landscaping remains in place to enhance the appearance of the property, the proposed development agreement establishes appropriate requirements for maintenance of existing trees and green areas.

#### Screening of Waste Containers

An evaluation of the site indicates that the existing garbage, composting and recycling containers on the site are not screened from public view. The proposed agreement therefore requires screening of the garbage containers to be provided.

#### **Conclusion:**

The request for three additional units within an approved 36 unit building, for a total of 39 units, is consistent with the policies of the Dartmouth MPS. The proposed development agreement included as Attachment A to this report would therefore, if approved by council, authorize the use of the property for a 39 unit building.

#### **FINANCIAL IMPLICATIONS**

There are no budget implications. The Developer will be responsible for all costs, expenses, liabilities and obligations imposed under or incurred in order to satisfy the terms of this

Agreement. The administration of the Agreement can be carried out within the approved budget with existing resources.

### **FINANCIAL MANAGEMENT POLICIES / BUSINESS PLAN**

There are no budget implications. The Developer will be responsible for all costs, expenses, liabilities and obligations imposed under or incurred in order to satisfy the terms of this Agreement. The administration of the Agreement can be carried out within the approved budget with existing resources.

### **COMMUNITY ENGAGEMENT**

The community engagement process is consistent with the intent of the HRM Community Engagement Strategy. The level of community engagement was information sharing, achieved through the HRM Website and responses to inquiries. A public information meeting was not held as it was decided to waive this requirement due to the minor nature of the application. A public hearing has to be held by Council before approval of a development agreement can be considered.

Should Council decide to proceed with a Public Hearing on this application, in addition to the published newspaper advertisements, property owners within the notification area will be notified as shown on Map 2.

The proposed development agreement will potentially impact (but not limited to) the following stakeholders: local residents and property owners.

### **ALTERNATIVES**

1. Council may choose to approve the proposed development agreement, as contained in Attachment A of this report. This is the staff recommendation. A decision of Council to approve this development agreement is appealable to the N.S. Utility & Review Board as per Section 262 of the *HRM Charter*.
2. Council may choose to refuse to approve the development agreement and, in doing so, must provide reasons why the agreement does not reasonably carry out the intent of the MPS. This is not recommended for the reasons discussed above. A decision of Council to reject this development agreement, with or without a public hearing, is appealable to the N.S. Utility & Review Board as per Section 262 of the *HRM Charter*. If no development agreement is ultimately obtained, staff will continue further compliance action.
3. Council may choose to approve the proposed development agreement subject to modifications. This may necessitate further negotiation with the applicant and may require an additional public hearing.

**ATTACHMENTS**


Map 1: Generalized Future Land Use Map  
Map 2: Zoning Map


Attachment A Proposed Development Agreement  
Attachment B Aerial Photograph of Site  
Attachment C Relevant Dartmouth MPS Policy and Detailed Evaluation  
Attachment D R-3 Zone Requirements

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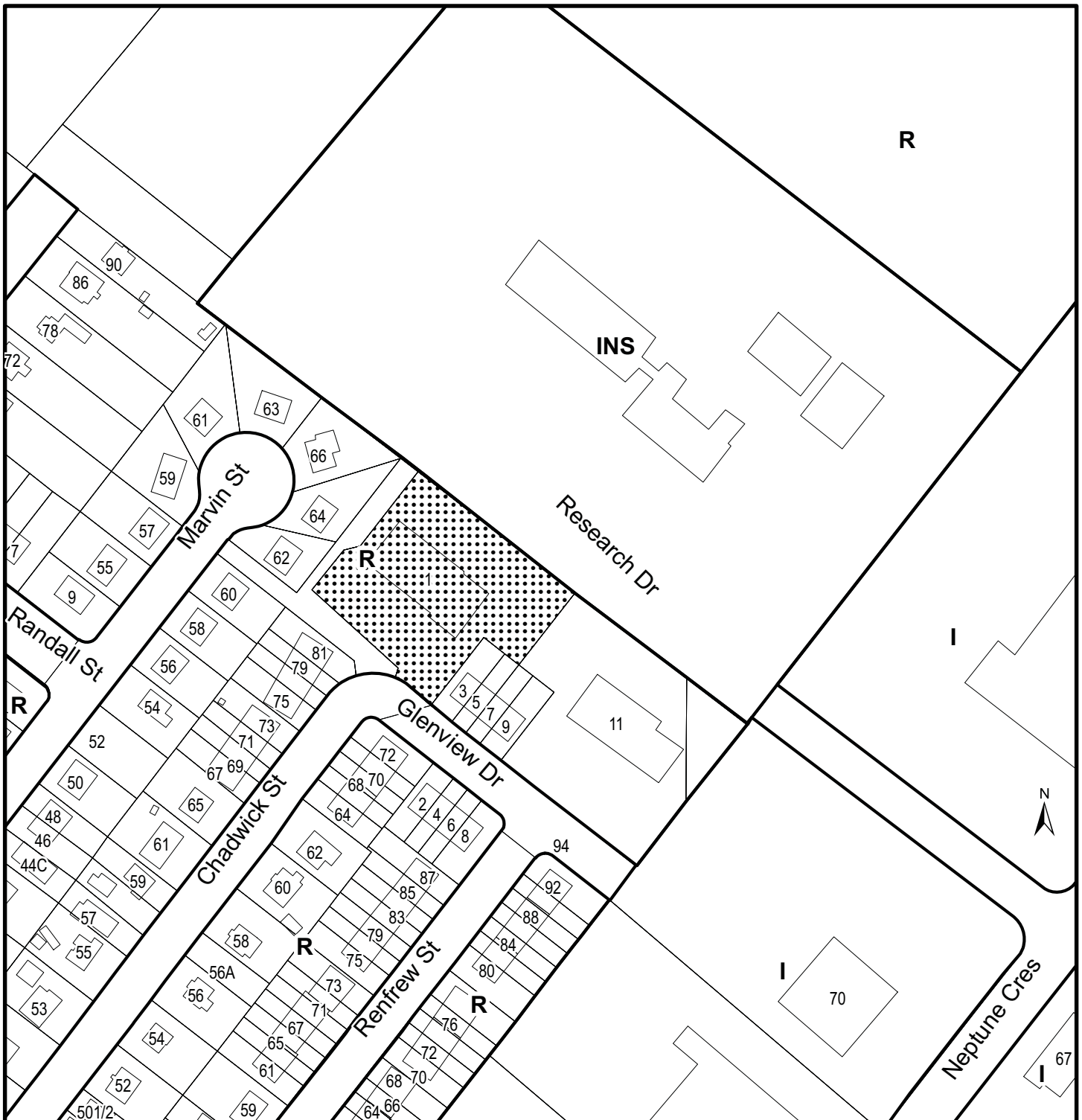
A copy of this report can be obtained online at <http://www.halifax.ca/commcoun/cc.html> then choose the appropriate Community Council and meeting date, or by contacting the Office of the Municipal Clerk at 490-4210, or Fax 490-4208.

Report Prepared by: Mitch Dickey, Planner, 490-5719

Original signed 

Report Approved by:  Kelly Denty, Manager of Development Approvals, 490-4800


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**Map 1 - Generalized Future Land Use**

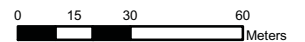
1 Glenview Drive,  
Dartmouth



 Subject Lands

**Designation**

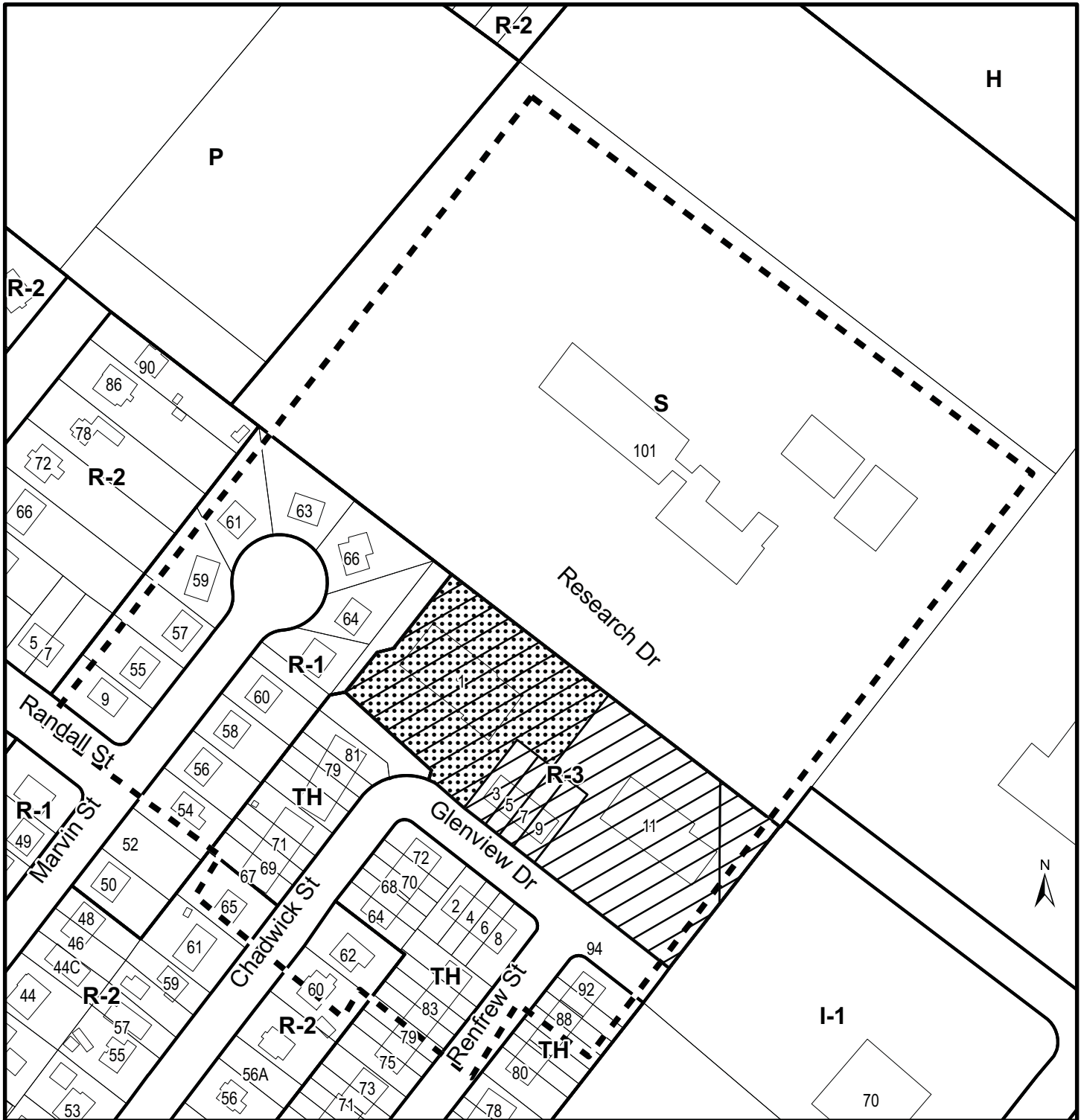
R Residential  
I Industrial  
INS Institutional



This map is an unofficial reproduction of a portion of the Generalized Future Land Use Map for the plan area indicated.

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


Dartmouth Plan Area



**Map 2 - Zoning and Location**

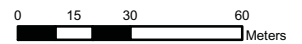
1 Glenview Drive,  
Dartmouth

Zone

-  Subject Lands
-  Notification Area
-  Original 1979 Development Agreement

- R-1 Single Family Residential
- R-2 Two Family Residential
- R-3 Multiple Family Residential (Medium Density)
- TH Town Housing
- I-1 Light Industrial
- P Park
- S Institutional
- H Holding

Dartmouth Plan Area



This map is an unofficial reproduction of a portion of the Zoning Map for the plan area indicated.

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

**Attachment A**

**Proposed Development Agreement**

THIS AGREEMENT made this      day of **[Insert Month]**, 201\_ ,

BETWEEN:

**(Insert Developer's Name)**

a body corporate, in the Province of Nova Scotia  
(hereinafter called the "Developer")

OF THE FIRST PART

- and -

**HALIFAX REGIONAL MUNICIPALITY**

a municipal body corporate, in the Province of Nova Scotia  
(hereinafter called the "Municipality")

OF THE SECOND PART

WHEREAS the Developer is the registered owner of certain lands located at 1 Glenview Drive, Dartmouth 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 allow three additional dwelling units within the existing 36 unit multiple unit dwelling on the Lands pursuant to the provisions of the *Halifax Regional Municipality Charter* and pursuant to Policy IP-5 of the Dartmouth Municipal Planning Strategy;

AND WHEREAS the Harbour East-Marine Drive Community Council for the Municipality approved this request at a meeting held on **[Insert - Date]**, referenced as Municipal Case Number 18683;

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 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.



## **1.2 Applicability of Land Use By-law and Subdivision By-law**

Except as otherwise provided for herein, the development, use and subdivision of the Lands shall comply with the requirements of the Land Use By-law for Dartmouth and the Regional Subdivision By-law, as may be amended from time to time.

## **1.3 Applicability of Other By-laws, Statutes and Regulations**

1.3.1 Further 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 to the extent varied by this Agreement), or any statute or regulation of the Provincial/Federal Government and the Developer or Lot Owner agree(s) to observe and comply with all such laws, by-laws and regulations, as may be amended from time to time, in connection with the development and use of the Lands.

## **1.4 Conflict**

1.4.1 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 to the extent varied by this Agreement) or any provincial or federal statute or regulation, the higher or more stringent requirements shall prevail.

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

## **1.5 Costs, Expenses, Liabilities and Obligations**

The Developer 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 laws, by-laws, regulations and codes applicable to the Lands.

## **1.6 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 2: DEFINITIONS**

### **2.1 Words Not Defined under this Agreement**

All words unless otherwise specifically defined herein shall be as defined in the applicable Land Use By-law and Subdivision By-law, if not defined in these documents their customary meaning shall apply.

## **PART 3: USE OF LANDS, SUBDIVISION AND DEVELOPMENT PROVISIONS**

### **3.1 Schedules**

The Developer shall develop the Lands in a manner, which, in the opinion of the Development Officer, conforms with the following Schedules attached to this Agreement and filed in the Halifax Regional Municipality as Case Number 18683:

*List all applicable Schedules:*

Schedule A    Legal Description of the Lands(s)  
Schedule B    Site Plan

### **3.2 Requirements Prior to Approval**

3.2.1 Notwithstanding any other provision 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 Municipality 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 the following:

(a) A 39 unit multiple unit dwelling which shall contain a unit mix as follows:

- (i) 9 studio (bedsitting) units,
- (ii) 19 one-bedroom unit, and
- (iii) 11 two bedroom units; and

(b) Any uses permitted within the existing zone applied to the Lands subject to the provisions contained within the Land Use By-law for Dartmouth as amended from time to time.

3.3.2 The Development Officer may permit unenclosed structures attached to a main building such as verandas, decks, porches, steps, and mobility disabled ramps to be located within the required minimum front, side and rear yards in conformance with the provisions of the Land Use By-law for Dartmouth, as amended from time to time.

### **3.4 Siting**

3.4.1 The building's siting, bulk and scale shall comply with the following:

- (a) The building shall be located as shown on Schedule B;
- (b) The maximum height of the building shall not exceed three and one half habitable storeys.

### **3.5 Parking, Circulation and Access**

- 3.5.1 The parking area shall be sited as shown on Schedule B. The parking area shall maintain setbacks from the property lines as shown on the plan.
- 3.5.2 The parking area shall provide a minimum of 36 parking spaces.
- 3.5.3 The parking area shall be hard surfaced.
- 3.5.4 The limits of the parking area shall be defined by asphalt or concrete curbs.

### **3.6 Outdoor Lighting**

- 3.7.1 Lighting shall be directed to driveways, parking areas, loading area, building entrances and walkways and shall be arranged so as to divert the light away from streets, adjacent lots and buildings.

### **3.8 Landscaping**

All areas of the Lands not used for the 39 unit building or for required parking or waste service area shall be landscaped. This landscaping shall include a mix of grass, planting beds, shrubs and trees. Existing trees which are located around the perimeter of the parking lot as shown on Schedule B shall be maintained, and if these trees die then replacement nursery stock trees with a minimum base calliper of 50mm shall be planted.

### **3.9 Maintenance**

- 3.9.1 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 and snow and ice control, salting of walkways and driveways.

### **3.9 Signs**

- 3.9.1 The sign requirements shall be accordance with the Dartmouth Land Use By-law as amended from time to time.

### **3.10 Screening**

3.10.1 Refuse containers located outside the building shall be fully screened from adjacent properties and from streets by means of either opaque fencing, masonry walls, suitable landscaping or a combination thereof.

## **PART 4: AMENDMENTS**

### **4.1 Non-Substantive Amendments**

The following items are considered by both parties to be not substantive and may be amended by resolution of Council.

- (a) Alterations to the mix of unit types by number of bedrooms provided there is no increase in the number of units.

### **4.2 Substantive Amendments**

Amendments to any matters not identified under Section 4.1 shall be deemed substantive and may only be amended in accordance with the approval requirements of the *Halifax Regional Municipality Charter*.

## **PART 5: REGISTRATION, EFFECT OF CONVEYANCES AND DISCHARGE**

### **5.1 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 Halifax, Nova Scotia and the Developer shall incur all costs in recording such documents.

### **5.2 Subsequent Owners**

- 5.2.1 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 which are the subject of this Agreement until this Agreement is discharged by Council.
- 5.2.2 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).

### **5.3. Completion of Development**

Upon the completion of the whole development or complete phases of the development, 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; or

- (d) for those portions of the development which are completed, discharge this Agreement and apply appropriate zoning pursuant to the Municipal Planning Strategy and Land Use By-law for Dartmouth, as may be amended from time to time.

#### **5.4 Discharge of Agreement**

- 5.4.1 If the Developer fails to complete the development after one and a half years from the date of registration of this Agreement at the Registry of Deeds or Land Registration Office 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; or
  - (c) discharge this Agreement.

### **PART 6: ENFORCEMENT AND RIGHTS AND REMEDIES ON DEFAULT**

#### **6.1 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. 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 twenty four hours of receiving such a request.

#### **6.2 Failure to Comply**

If the Developer fails to observe or perform any condition of this Agreement after the Municipality has given the Developer thirty 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 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 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 breach 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*;

- (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; or
- (d) In addition to the above remedies, the Municipality reserves the right to pursue any other remedy under the *Halifax Regional Municipality Charter* or Common Law in order to ensure compliance with this Agreement.

**IN WITNESS WHEREAS** the said parties to these presents have hereunto set their hands and affixed their seals the day and year first above written.

**SIGNED, SEALED AND DELIVERED** in the presence of:

**(Insert Registered Owner Name)**

\_\_\_\_\_  
Witness

Per: \_\_\_\_\_

**HALIFAX REGIONAL MUNICIPALITY**

**SIGNED, DELIVERED AND ATTESTED** to by the proper signing officers of Halifax Regional Municipality, duly authorized in that behalf, in the presence of:

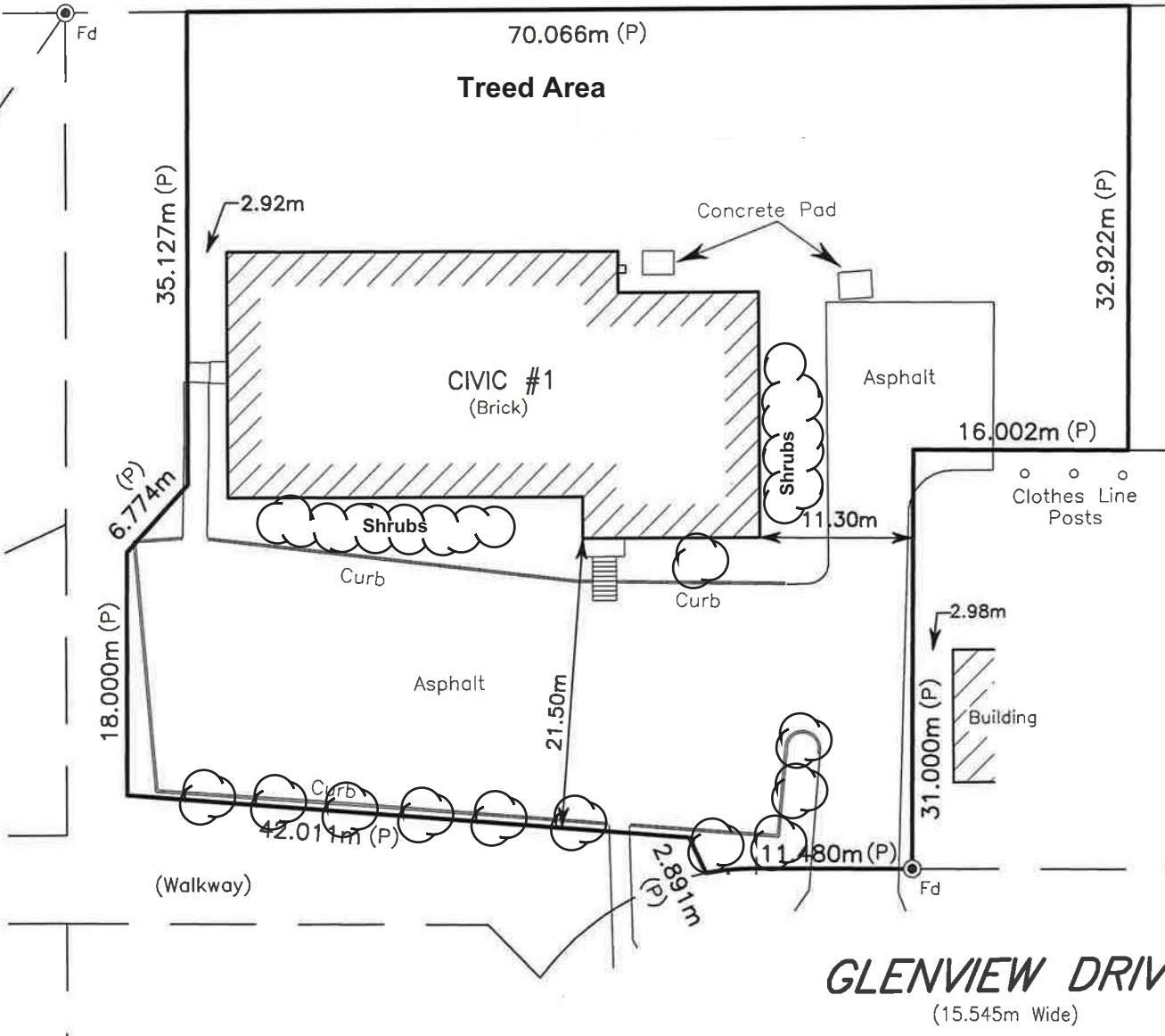
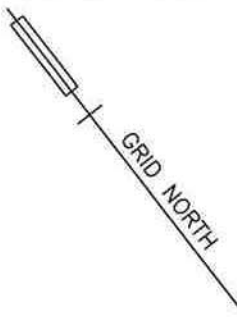
\_\_\_\_\_  
Witness

Per: \_\_\_\_\_  
MAYOR


\_\_\_\_\_  
Witness

Per: \_\_\_\_\_  
MUNICIPAL CLERK

# Schedule B: Site Plan



## LEGEND

- . . Survey Marker
- Fd . . Found
- PID . . Parcel Identification Number
- (P) . . Plan
-  Trees



**Attachment B**  
**Aerial Photograph of Site**





**Attachment C**  
**Relevant Dartmouth MPS Policy and Detailed Evaluation**

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:*

	<b>Policy Criteria</b>	<b>Comment</b>
(a)	adequacy of the exterior design, height, bulk and scale of the new apartment development with respect to its compatibility with the existing neighbourhood;	The building is well established in the neighbourhood and the proposed three extra units would not result in any exterior changes.
(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;	The development agreement limits any additions in order to maintain the existing building form. The density is acceptable, and the proposed development requires a mix of unit types.
	(ii) traffic generation, access to and egress from the site; and	There are no concerns relative to traffic access.
	(iii) parking;	The development requires a minimum of 36 parking spaces to be provided which is sufficient to serve the building.
(c)	adequacy or proximity of schools, recreation areas and other community facilities;	There are no concerns with school capacity in the area and there are adequate parkland and community facilities within a short distance.
(d)	adequacy of transportation networks in, adjacent to, and leading to the development;	There are no concerns with the area transportation network.

	<b>Policy Criteria</b>	<b>Comment</b>
(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;	There is substantial landscaped space to the rear of the building that can serve as amenity space, and extensive trees at the front of the property which must be maintained in order to enhance the appearance of the site.
(f)	that mature trees and other natural site features are preserved where possible;	Existing trees at the front of the property are to be maintained, and landscaped space at the rear of the building must be retained as amenity space.
(g)	adequacy of buffering from abutting land uses;	A combination of setbacks and landscaping provides sufficient buffering from adjacent properties.
(h)	the impacts of altering land levels as it relates to drainage, aesthetics and soil stability and slope treatment; and	No alterations to the site are proposed.
(i)	the Land Use By-law amendment criteria as set out in Policy IP- 1(c). <u>As amended by By-law C-692, Dec. 4, 1991).</u>	See below.

### **IP-1(c) Zoning By-law**

In considering zoning amendments and contract zoning, Council shall have regard to the following:

	<b>Policy Criteria</b>	<b>Comment</b>
(1)	that the proposal is in conformance with the policies and intent of the Municipal Development Plan	The proposal has been considered in accordance with policies IP-5, and IP-1(c).
(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	This is addressed under Policy IP-5.

	<b>Policy Criteria</b>	<b>Comment</b>
(3)	provisions for buffering, landscaping, screening, and access control to reduce potential incompatibilities with adjacent land uses and traffic arteries	This is addressed under Policy IP-5.
(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	There would be no costs to HRM.
	(ii) the adequacy of sewer and water services and public utilities	No concerns were identified regarding the capacity of sewer or water.
	(iii) the adequacy and proximity of schools, recreation and other public facilities	This is addressed under Policy IP-5.
	(iv) the adequacy of transportation networks in adjacent to or leading to the development	This is addressed under Policy IP-5.
	(v) existing or potential dangers for the contamination of water bodies or courses or the creation of erosion or sedimentation of such areas	This is addressed under Policy IP-5.
	(vi) preventing public access to the shorelines or the waterfront	There is no shoreline or water frontage associated with this development.
	(vii) the presence of natural, historical features, buildings or sites	Staff are not aware of any such features on the lands.
	(viii) create a scattered development pattern requiring extensions to truck ( <i>sic</i> ) facilities and public services while other such facilities remain under utilized	The development would utilize sewer, water and transportation infrastructure that is already in place; private laterals (domestic water, sanitary, sprinkler).
	(ix) the detrimental economic or social effect that it may have on other areas of the City.	Staff is not aware of any potential detrimental effects that the development may pose.

	<b>Policy Criteria</b>	<b>Comment</b>
(5)	that the proposal is not an obnoxious use	The proposed use is not expected to produce any obnoxious impacts.
(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 nearby land uses and public facilities. Such controls may relate to, but are not limited to, the following:	
	(i) type of use, density, and phasing	The use and density of the proposed development are controlled by the agreement. There is no phasing as the development is comprised of a single building.
	(ii) emissions including air, water, noise	The development will not generate emissions that will warrant controls. However, refuse containers must be screened from adjacent properties.
	(iii) traffic generation, access to and egress from the site, and parking	This is addressed under Policy IP-5.
	(iv) open storage and landscaping	This is addressed under Policy IP-5.
	(v) provisions for pedestrian movement and safety	There are no concerns in this regard.
	(vi) management of open space, parks, walkways	Currently there are a variety of recreation opportunities in the immediate vicinity of the proposed development, however the proposed agreement requires that amenity space be provided in accordance with the LUB.
	(vii) drainage both natural and sub-surface and soil-stability	This is addressed under Policy IP-5.
	(viii) performance bonds.	Not applicable.

	<b>Policy Criteria</b>	<b>Comment</b>
(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	This is addressed under Policy IP-5.
(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	As there would be no visible changes to the exterior of the building or character of the development, the standard Public Information Meeting was waived.
(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	Not applicable.
	(ii) permit staff to assess and determine the impact such development would have on the land and the surrounding community	Not applicable.

	<b>Policy Criteria</b>	<b>Comment</b>
(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. (RC-Jul 2/02;E-Aug 17/02)	Not applicable.

**Attachment D**  
**R-3 Zone Requirements**

R-3 (MULTIPLE FAMILY RESIDENTIAL) ZONE - MEDIUM DENSITY

34(1) The following uses only shall be permitted in an R-3 Zone:

- (a) R-1, R-2 and TH uses as herein set out,
- (b) apartment buildings,
- (c) uses accessory to any of the foregoing uses.
- (d) lodging houses
- (e) A group home for not more than 12 residents, provided that the subject property does not abut a property that is zoned R-1 or R-2.

34(2) Buildings used for R-1, R-2 and TH uses in an R-3 Zone shall comply with the requirements of an R-1, R-2 or TH Zone respectfully.

34(3) Buildings used for R-3 uses in an R-3 Zone shall comply with the following requirements:

- (a) Lot coverage, maximum - 25%
- (b) Area of site required per dwelling unit:

Type of dwelling unit	Area of site required per dwelling unit
One bedroom and bedsitting room	1,300 sq. ft.
Two or more bedrooms	1,800 sq. ft.

Provided that where the site area is greater than one acre, the area of the site required per dwelling unit shall be:

Type of dwelling unit	Area of site required per dwelling unit
One bedroom and bedsitting room	1,000 sq. ft.
Two or more bedrooms	1,350 sq. ft.

- (c) On all buildings a minimum side and rear yard clearance of 15 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.
- (d) The yard area located between the street line and the minimum setback line shall be landscaped, and the entire site and all buildings maintained in a neat, tidy manner including the trimming and upkeep of landscaped areas.
- (e) Height Maximum -35 feet on all parcels of land situated within the Lake Banook Canoe Course Area as identified on Schedule W.

34(4) No uses other than those permitted in R-1 and R-2 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.

34(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 bedsitting room or one bedroom dwelling unit; three hundred square feet for each two bedroom dwelling unit; and 500 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 room, roof decks, balconies, swimming pools and tennis courts. An amenity area shall have no dimension less than thirty feet.

34(6) Buildings used for lodging house uses shall comply with the requirements of the Lodging House By-law of the City of Dartmouth.