

**Item No. 10.4.2**  
**Halifax Regional Council**  
**September 28, 2010**

**TO:** Mayor Kelly and Members of Halifax Regional Council

**SUBMITTED BY:** Original signed  
Stephen Terauds, Chair, Heritage Advisory Committee

**DATE:** September 14, 2010

**SUBJECT:** Case 01339: Heritage Development Agreement – 5757 Inglis Street

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**ORIGIN**

Heritage Advisory Committee of September 8, 2010.

**RECOMMENDATION**

That Halifax Regional Council consider the development agreement contained in Attachment A of the staff report dated August 4, 2010 in relation to potential impacts on the registered heritage property and approve the substantial alteration to a heritage property at 5757 Inglis Street.

## **BACKGROUND**

At the September 8, 2010 Heritage Advisory Committee meeting, staff presented the application by W.M. Fares Group for a development agreement to construct two additions and convert the existing municipally registered heritage property into a thirteen unit residential building at 5757 Inglis Street, Halifax.

## **DISCUSSION**

Following a discussion, the Committee approved the staff recommendation as noted above.

## **BUDGET IMPLICATIONS**

Please refer to the attached staff report for detail on budget implications associated with the application.

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

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

## **COMMUNITY ENGAGEMENT**

Community Engagement is not required in this matter as members of the Heritage Advisory Committee are volunteers from the general public whose mandate on the Committee is to provide advice to Regional Council.

## **ALTERNATIVES**

The Committee did not provide Alternatives. The attached staff report provides Alternatives.

## **ATTACHMENTS**

Attachment 'A': Supplementary staff report dated August 31, 2010

Attachment 'B': Staff report dated August 4, 2010.

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A copy of this report can be obtained online at <http://www.halifax.ca/council/agendasc/agenda.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: Sheilagh Edmonds, Legislative Assistant



PO Box 1749  
Halifax, Nova Scotia  
B3J 3A5 Canada

**Heritage Advisory Committee - September 8, 2010  
Peninsula Community Council - September 13, 2010**

**TO:** Chair and Members of Heritage Advisory Committee  
Original signed

**SUBMITTED BY:** \_\_\_\_\_  
Paul Dunphy, Director of Community Development

**DATE:** August 31, 2010

**SUBJECT:** Case 01339: Heritage Development Agreement – 5757 Inglis Street

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**SUPPLEMENTARY REPORT**

**ORIGIN**

- Application by W. M. Fares Group, for lands of 3216761 Nova Scotia Limited, for a development agreement to construct two additions and convert the existing municipally registered heritage property into a thirteen unit residential building at 5757 Inglis Street in Halifax.
- Staff report dated August 4, 2010.

**RECOMMENDATION**

**It is recommended that the Heritage Advisory Committee recommend that Regional Council:**

1. Consider the Development Agreement contained in Attachment A of the staff report dated August 4, 2010 in relation to potential impacts on the registered heritage property and approve the substantial alteration to a heritage property at 5757 Inglis Street.

**It is recommended that Peninsula Community Council:**

1. Give Notice of Motion to consider the Development Agreement contained in Attachment A of the staff report dated August 4, 2010 and schedule a public hearing.

**Subject to approval of the substantial alteration by Regional Council, it is further recommended that Peninsula Community Council:**

1. Approve the Development Agreement contained in Attachment A of the staff report dated August 4, 2010 to allow for two additions and the conversion of the existing municipally registered heritage property into a thirteen unit residential building at 5757 Inglis Street; and
2. Require that the 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 / DISCUSSION**

The residential building located at 5757 Inglis Street was registered as a municipal heritage property on September 12, 1984, and currently contains four dwelling units. Since the 1980s, several re-development proposals have been considered or approved for the subject property, but none have been constructed. The developer has applied for a heritage development agreement through Policy 6.8 of the Halifax Municipal Planning Strategy (MPS) to allow for two additions to the existing building, which would result in thirteen dwelling units in total.

The proposal is discussed in detail in the staff report dated August 4, 2010. However, that staff report did not address two relevant policies from the Regional MPS, which must be considered for proposals affecting registered heritage properties, in addition to the policies of the Halifax MPS. Attachment A of this supplementary report contains a review of Policies CH-1 and CH-2. Policy CH-1 applies to all development agreement applications for municipally registered heritage properties, such as 5757 Inglis Street. Policy CH-2 applies to applications affecting lands abutting registered heritage structures. Since 5757 Inglis Street is part of a municipally registered Late Victorian Heritage Streetscape, the entire streetscape should be considered.

In conclusion, staff have considered the proposal to construct two additions and convert the municipally registered heritage property into a thirteen unit residential building, and advise that the proposal meets the policy intent for a development agreement application in connection with a municipally registered heritage property. The proposal carries out the intent of the South End Area Plan, the Halifax MPS and the Regional MPS; therefore, staff recommend that:

- Regional Council approve the substantial alteration to the heritage property; and
- Peninsula Community Council approve the development agreement contained in the staff report dated August 4, 2010.

## **BUDGET 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 proposed budget with existing resources.

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

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

## **COMMUNITY ENGAGEMENT**

As outlined in the staff report dated August 4, 2010.

**ALTERNATIVES**

As outlined in the staff report dated August 4, 2010.

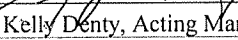
**ATTACHMENTS**

Attachment A                      Excerpt from the Regional MPS – Policy Review

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 :                      Mackenzie Stonehocker, Planner I, 490-4793

Original signed                      —

Report Approved by:                       Kelly Denty, Acting Manager of Planning Services, 490-6011

**Attachment A:**  
**Excerpt from the Regional Municipal Planning Strategy – Policy Review**

**Chapter 6: Cultural and Heritage Resources**

| <b><u>Policy CH-1</u></b>  |   |
|--|---|
| When considering a development agreement application in connection with any municipally registered heritage property, a lot on which a municipally registered heritage building is situated, or a building, part of a building or building site within a heritage conservation district, HRM shall, in addition to the criteria established under the appropriate policies guiding the development agreement under the applicable secondary planning strategy, also give consideration to the following: |   |
| <b><u>Policy Criteria:</u></b>   | <b><u>Staff Comment:</u></b>  |
| (a) that any municipally registered heritage property covered by the agreement is not altered to diminish its heritage value;  | The substantial alterations proposed as part of this development agreement would not diminish the heritage value of the registered heritage property: the character defining elements would be retained and restored, as listed in the proposed development agreement.  |
| (b) that the development maintains the integrity of any municipally registered heritage property, streetscape or heritage conservation district of which it is part;   | The proposal maintains the integrity of the heritage property at 5757 Inglis Street, as well as the Late Victorian Heritage Streetscape of which the subject property is part. The courtyard arrangement ensures that public views of the existing building would be maintained, and that the existing heritage building would remain the centrepiece of the proposal.  |
| (c) that significant architectural or landscaping features are not removed or significantly altered;   | Section 3.4.3 of the proposed development agreement states that the character defining architectural elements of the existing building shall be maintained and not removed, and lists the specific elements.<br>The significant landscaping features are eleven trees with diameters greater than one foot, as well as two trees in the HRM right-of-way and various smaller trees. The developer intends to preserve these valuable trees, and protection is written into Section 3.7 of the proposed development agreement. |
| (d) that the development observes, promotes and complements the street-level human-scaled building elements established by   | The proposal maintains the existing human-scaled streetscape along Inglis Street. Both additions would be lower in height than the existing building, which is a typical scale for the Late Victorian Heritage  |

| <u>Policy Criteria:</u>   | <u>Staff Comment:</u>   |
|---|---|
| adjacent structures and streetscapes;   | Streetscape.  |
| (e) that the proposal meets the heritage considerations of the appropriate Secondary Planning Strategy as well as any applicable urban design guidelines;   | As outlined in Attachment B of the staff report dated August 4, 2010, the proposal meets the heritage policies of the Halifax Municipal Planning Strategy and the South End Area Plan.  |
| (f) that redevelopment of a municipally registered heritage property, or any additions thereto shall respect and be subordinate to any municipally registered heritage property on the site by:<br><br>(i) conserving the heritage value and character-defining elements such that any new work is physically and visually compatible with, subordinate to and distinguishable from the heritage property;<br>(ii) maintaining the essential form and integrity of the heritage property such that they would not be impaired if the new work was to be removed in the future;<br>(iii) placing a new addition on a non-character-defining portion of the structure and limiting its size and scale in relationship to the heritage property; and<br>(iv) where a rooftop addition is proposed, setting it back from the wall plane such that it is as inconspicuous as possible when viewed from the public realm; and | (i) The character defining elements and overall heritage value of the existing building will be conserved as part of the proposal. The proposed additions are designed to be compatible with the existing building, but also to be easily distinguished from the original structure through the use of different materials and colours. Each of the proposed additions would be subordinate to the existing building in terms of both footprint area and height.<br><br>(ii) The essential form and integrity of the existing building would be maintained if the proposed additions were removed in the future: the proposal focuses on new additions rather than changes to the existing building.<br><br>(iii) Both new additions would be attached to the existing building without affecting any of the character defining elements. While an attached shed and mudroom would be removed, these structures are not original to the building, and as such, their removal would not compromise the integrity of the heritage property. Both additions would be smaller than the existing building's footprint of 2250 square feet, and would also be lower in height than the existing building.<br><br>(iv) A rooftop addition is not included in the current proposal. |
| (g) any other matter relating to the impact of the development upon surrounding uses or upon the general community, as contained in Policy IM-15.   | No issues were identified under Policy IM-15.   |

| <b><u>Policy CH-2</u></b>   |  |
|---|--|
| For lands abutting federally, provincially or municipally registered heritage structures, HRM shall, when reviewing applications for development agreements, rezonings and amendments pursuant to secondary planning strategies, or when reviewing the provision of utilities for said lands, consider a range of design solutions and architectural expressions that are compatible with the abutting federally, provincially or municipally registered heritage structures by considering the following:  |  |
| <b><u>Policy Criteria:</u></b>  | <b><u>Staff Comment:</u></b>   |
| <p>(a) ensuring that new development respect the building scale, massing, proportions, profile and building character of abutting federally, provincially or municipally registered heritage structures by ensuring that they:</p> <p>(i) incorporate fine-scaled architectural detailing and human-scaled building elements within the pedestrian realm;</p> <p>(ii) consider, within the pedestrian realm, the structural rhythm (i.e., expression of floor lines, structural bays, etc.) of abutting federally, provincially or municipally registered heritage structures; and,</p> <p>(iii) any additional building height proposed above the pedestrian realm mitigate its impact upon the pedestrian realm by incorporating design solutions, such as setbacks from the street wall and modulation of building massing, to help reduce its apparent scale;</p> | <p>The proposed additions respect the existing building at 5757 Inglis Street, as well as the two-to three-storey buildings along the Inglis Street heritage streetscape.</p> <p>With a front yard setback of over 100 feet, the additions are distanced from the pedestrian realm along Inglis Street; however, their design is human-scaled, with details being typical of the area without mimicking the registered heritage streetscape.</p> |
| <p>(b) the siting of new developments such that their footprints respect the existing development pattern by:</p> <p>(i) physically orienting new structures to the street in a similar fashion to existing federally, provincially or municipally registered heritage structures to preserve a consistent street wall; and,</p> <p>(ii) respecting the existing front and side yard setbacks of the street or heritage conservation district including permitting exceptions to the front yard requirements of the applicable land use by-laws where existing front yard requirements would detract from the heritage values of the streetscape;</p>   | <p>The additions would be oriented in a similar fashion as the existing building, maintaining the front yard setback of over 100 feet. The existing streetwall, with its ‘break’ at 5757 Inglis Street, would be maintained.</p>   |
| <p>(c) minimizing shadowing on public open spaces;</p>  | <p>There are no public open spaces adjacent to the lands.</p>  |
| <p>(d) complementing historic fabric and open space qualities of the existing streetscape;</p>  | <p>The proposal complements the historic fabric of the street by</p>   |

| <u>Policy Criteria:</u>   | <u>Staff Comment:</u>   |
|---|---|
|   | maintaining the existing ‘break’ in the streetscape.  |
| (e) minimizing the loss of landscaped open space;   | While some existing open space on the lands will be developed, it is not currently maintained as landscaped open space.   |
| (f) ensuring that parking facilities (surface lots, residential garages, stand-alone parking and parking components as part of larger developments) are compatible with abutting federally, provincially or municipally registered heritage structures;     | Parking is provided in the front yard, with landscaping provided in front of the parking and between the parking and the building. Parking may be reduced to preserve the existing trees. |
| (g) placing utility equipment and devices such as metering equipment, transformer boxes, power lines, and conduit equipment boxes in locations which do not detract from the visual building character or architectural integrity of the heritage resource; | Section 3.8.2 of the proposed development agreement requires this type of equipment to be located and screened to minimize visual impact.   |
| (h) having the proposal meet the heritage considerations of the appropriate Secondary Planning Strategy, as well as any applicable urban design guidelines; and,  | As outlined in Attachment B of the staff report dated August 4, 2010, the proposal meets the heritage policies of the Halifax Municipal Planning Strategy and the South End Area Plan.    |
| (i) any other matter relating to the impact of the development upon surrounding uses or upon the general community, as contained in Policy IM-15.   | No issues were identified under Policy IM-15.   |



PO Box 1749  
Halifax, Nova Scotia  
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**Heritage Advisory Committee - August 25, 2010**  
**Peninsula Community Council - September 13, 2010**

**TO:** Chair and Members of Heritage Advisory Committee  
Chair and Members of Peninsula Community Council

**SUBMITTED BY:** Original signed  
\_\_\_\_\_  
Paul Dunphy, Director of Community Development

**DATE:** August 4, 2010

**SUBJECT:** Case 01339: Heritage Development Agreement – 5757 Inglis Street

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### **ORIGIN**

Application by W. M. Fares Group for lands of 3216761 Nova Scotia Limited for a development agreement to construct two additions and convert the existing municipally registered heritage property into a thirteen unit residential building at 5757 Inglis Street in Halifax.

### **RECOMMENDATION**

**It is recommended that the Heritage Advisory Committee recommend that Regional Council:**

- Consider the Development Agreement contained in Attachment A in relation to potential impacts on the registered heritage property and approve the substantial alteration to a heritage property at 5757 Inglis Street.

**It is recommended that Peninsula Community Council:**

- Give Notice of Motion to consider the Development Agreement contained in Attachment A and schedule a public hearing.

**Subject to approval of the substantial alteration by Regional Council, it is further recommended that Peninsula Community Council:**

1. Approve the Development Agreement contained in Attachment A to allow for two additions and the conversion of the existing municipally registered heritage property into a thirteen unit residential building at 5757 Inglis Street; and
2. Require that the 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**

The residential building located at 5757 Inglis Street was registered as a municipal heritage property on September 12, 1984, and currently contains four dwelling units. Since the 1980s, several re-development proposals have been considered or approved for the subject property, but none have been constructed. The developer has applied for a heritage development agreement through Policy 6.8 of the Halifax Municipal Planning Strategy (MPS) to allow for two additions to the existing building, which would result in thirteen dwelling units in total (Attachment B).

|                              |   |
|------------------------------|---|
| <b>Subject property</b>      | 5757 Inglis Street (PID 40494320)   |
| <b>Lot area</b>              | 16,564 square feet  |
| <b>Current use</b>           | Four unit residential building  |
| <b>Proposed use</b>          | Thirteen unit residential building  |
| <b>Zoning</b>                | R-2A (General Residential Conversion) under the Halifax Peninsula LUB (Map 1)   |
| <b>Designation</b>           | Medium Density Residential under the South End Area Plan portion of the Halifax MPS (Map 2)   |
| <b>Surrounding land uses</b> | Mainly residential (ranging from single unit dwellings to multiple unit dwellings), with institutional uses nearby (various churches and Saint Mary's University) |
| <b>Enabling policy</b>       | City-wide Heritage Policy 6.8 (Attachment B)  |

## **DISCUSSION**

The Heritage Resources section of the Halifax MPS speaks to the retention, maintenance, restoration, enhancement and re-use of heritage properties. As an incentive to owners of heritage properties, Policy 6.8 allows Council to consider development agreements for uses beyond those permitted by the Land Use By-law. This option is intended to encourage greater flexibility of use with respect to heritage properties, provided that heritage integrity is not compromised and that the character of any adjacent residential neighbourhoods is maintained.

### **Substantial Alteration**

The current proposal involves a substantial alteration to the existing municipally registered heritage property at 5757 Inglis Street. The primary alteration would be the construction of two additions, one on either side of the existing building. In addition, an attached shed and mudroom would be removed, and an exit stair would be required at the rear of the existing building to meet Building Code requirements. The substantial alteration will be reviewed by HRM's Heritage Advisory Committee, and will ultimately require the approval of Regional Council in accordance with HRM's *Heritage Property Bylaw (H-200)* and the *Nova Scotia Heritage Property Act*. It is

staff's opinion that the additions have been designed to be complementary to, yet distinguishable from, the existing building in terms of scale, form, and detailing.

### **Heritage Features**

The Halifax MPS contains a number of Heritage Resource policies for Council to use when considering approval of the proposed development agreement pursuant to Policy 6.8: these are discussed in Attachment B. The following items, listed in Section 3.4.3 of Attachment A, have been identified as the character defining elements of the existing building:

- A foundation constructed primarily of granite and stone, with some concrete and brick
- White-painted wooden shingles with approximately 4.25 inches to the weather
- Three brick chimneys
- A truncated gable roof
- Roof overhangs, with eaves returns
- Wooden board eaves trim, including fascia boards, frieze boards, mouldings and aluminum gutters with a moulded trim profile
- A front entrance with a wooden, four-panelled door and a surround with glass transom windows and sidelights, wooden pilasters with moulded capitals, and a moulded frieze and cornice over the transom
- Windows with wooden trim, wooden sills, wood mullions, true muntins, and a sash glazing pattern generally in a six-over-six pattern (individually listed in Section 3.4.3(i) of the proposed development agreement)

None of the listed features would be removed as part of the proposal; however, interior renovations would take place, and exterior work would be required. Under the HRM *Building Conservation Standards* for municipally registered heritage properties, "deteriorated historic features shall be repaired rather than replaced. Where the severity of the deterioration requires replacement of a distinctive feature, the new feature shall match the old design in colour, texture and other visual qualities and, where possible, materials". In the case of 5757 Inglis Street, most of the character defining elements will require repairs or restoration, or even replacement in some cases. The following work, listed in Section 3.4.4 of Attachment A, would be required:

- Repair and restoration of the foundation
- Refurbishment of the wooden shingles
- Re-shingling of the roof, including replacement of any rotten roof sheathing
- Repair and restoration (or replacement where necessary) of all existing decorative window frames, trim board, fascia boards, frieze boards, soffits and gutters to match the details of the existing building
- Replacement of the glazing in the existing windows to meet current thermal standards, provided the existing openings, design and materials are maintained

### **Public Information Meeting**

A public information meeting (PIM) was held on November 25, 2009. Approximately 13 members of the public attended, and the minutes are provided in Attachment C. In addition to a newspaper advertisement, written notification of the meeting was sent to property owners shown on Map 1. Should Peninsula Community Council hold a public hearing for the development agreement, a similar process of notification will be undertaken.

Since the PIM, the proposal has been revised in response to feedback received from the public. The addition on the right (east) side has been reduced from four storeys to three, and the roofs of both additions have been re-designed to ensure they will be lower than the existing building. The development agreement provides protection for the trees on the property and in the HRM right-of-way (Section 3.7 of Attachment A). While fourteen parking spaces are shown on the site plan (Schedule B of Attachment A), this number may be reduced to accommodate the existing trees along the right (east) property line (Section 3.6.1(e) of Attachment A).

### **Conclusion**

Staff have considered the proposal to construct two additions and convert the municipally registered heritage property into a thirteen unit residential building, and advise that the proposal carries out the intent of the South End Area Plan and the Halifax MPS (Attachment B). Staff recommend that:

- Regional Council approve the substantial alteration to the heritage property; and
- Peninsula Community Council approve the development agreement contained in Attachment A of this report.

### **BUDGET 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 proposed budget with existing resources.

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

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

### **COMMUNITY ENGAGEMENT**

The community engagement process is consistent with the intent of the HRM Community Engagement Strategy. The level of community engagement was consultation, achieved through a

Public Information Meeting held on November 25, 2009 . A public hearing has to be held by Peninsula Community Council before they can consider approval of the development agreement.

For the Public Information Meeting, notices were posted on the HRM website, in the newspaper and mailed to property owners within the notification area as shown on Map 1. Attachment C contains a copy of the minutes from the meeting. Should Peninsula Community Council decide to schedule a public hearing, property owners within the notification area shown on Map 1 will be notified of the hearing by mail. Public notices will also be posted in the local newspaper and on the HRM website.

The proposed development agreement will potentially impact the following stakeholders: local residents and property owners.

#### **ALTERNATIVES FOR REGIONAL COUNCIL**

1. Regional Council may choose to approve the substantial alteration to the heritage property at 5757 Inglis Street. This is the staff recommendation.
2. Regional Council may refuse the substantial alteration to the heritage property.

#### **ALTERNATIVES FOR PENINSULA COMMUNITY COUNCIL**

1. Community Council may choose to approve the proposed development agreement contained in Attachment A of this report. This is the staff recommendation.
2. Community Council may refer the case back to staff with specific changes to modify the development agreement. This may require a supplementary staff report or an additional public hearing.
3. Community Council may refuse the proposed development agreement, and in doing so, must provide reasons based on a conflict with the MPS policies.

#### **ATTACHMENTS**

|              |   |
|--------------|---|
| Map 1        | Location and Zoning                                       |
| Map 2        | Generalized Future Land Use                               |
| Attachment A | Development Agreement                                     |
| Attachment B | Excerpt from the Halifax MPS – Policy Review              |
| Attachment C | Minutes from November 25, 2009 Public Information Meeting |

**Case 01339: Heritage Development Agreement – 5757 Inglis Street**  
**Heritage Advisory Committee**


**- 6 -**

**August 25, 2010**

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 : Mackenzie Stonehocker, Planner I, 490-4793


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
Report Approved by:   
Austin French, Manager of Planning Services, 490-6717



## Map 1 - Location and Zoning

5757 Inglis Street  
Halifax

 Area of proposed development agreement

 Area of notification

Halifax Peninsula  
Land Use By-Law Area

### Zone

- R-1 Single Family
- R-2A General Residential Conversion
- R-3 Multiple Dwelling
- P Park and Institutional
- U-1 Low-Density University
- U-2 High-Density University

**HALIFAX**  
REGIONAL MUNICIPALITY  
COMMUNITY DEVELOPMENT  
PLANNING SERVICES

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
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.



## Map 2 - Generalized Future Land Use

5757 Inglis Street  
Halifax

 Area of proposed development agreement

Halifax Plan Area

### Designation

|     |                            |
|-----|----------------------------|
| LDR | Low Density Residential    |
| MDR | Medium Density Residential |
| HDR | High Density Residential   |
| INS | Institutional              |
| OS  | Open Space                 |
| U   | University                 |

**HALIFAX**  
REGIONAL MUNICIPALITY  
COMMUNITY DEVELOPMENT  
PLANNING SERVICES

0 50 m  


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.

**Attachment A:**  
**Development Agreement**

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2010,

BETWEEN:

**<INSERT DEVELOPER>**

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 5757 Inglis Street, Halifax and which said lands are more particularly described in Schedule A hereto (hereinafter called the “Lands”);

AND WHEREAS the Lands are registered as a Municipal Heritage Property pursuant to the provisions of the Nova Scotia Heritage Property Act, R.S., c.199,s.1. and the Municipality’s Heritage Property By-law (By-law H-200) as amended from time to time;

AND WHEREAS the Developer has requested approval by the Municipality to undertake substantive alterations to the Lands;

AND WHEREAS the Regional Council for the Municipality granted approval to this request at a meeting held on <INSERT DATE>;

AND WHEREAS the Developer has requested that the Municipality enter into a Development Agreement to allow for two additions to a Municipally Registered Heritage Property for a total of thirteen residential units on the Lands pursuant to the provisions of the *Halifax Regional Municipality Charter* and pursuant to Policy 6.8 of the Halifax Municipal Planning Strategy and Section 99(1) of the Halifax Peninsula Land Use By-law;

AND WHEREAS the Peninsula Community Council for the Municipality approved this request at a meeting held on <INSERT DATE>, referenced as Municipal Case Number 01339;

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 Halifax Peninsula Land Use By-law 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.

1.3.2 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, including but not limited to sanitary sewer system, water supply system, stormwater sewer and drainage system, and utilities. Such approvals shall be obtained in accordance with all applicable by-laws, standards, policies, and regulations of the Municipality and other approval agencies. All costs associated with the supply and installation of all servicing systems and utilities shall be the responsibility of the Developer. All design drawings and information shall be certified by a Professional Engineer or appropriate professional as required by this Agreement or other approval agencies.

### **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.

### **2.2 Definitions Specific to this Agreement**

The following words used in this Agreement shall be defined as follows:

- (a) “Architect” means a professional, full member in good standing with the Nova Scotia Association of Architects;
- (b) “Certified Arborist” means a professional, full member in good standing with the International Society of Arboriculture;
- (c) “East Addition” means the part of the building to be added to the east (right) side of the Existing Building;
- (d) “Finished Building” means the Existing Building in combination with the finished East and Townhouse Additions;
- (e) “Forester” means a professional, full member in good standing with the Registered Professional Foresters Association of Nova Scotia;
- (f) “Forestry Technician” means a professional, full member in good standing with the Nova Scotia Forest Technicians Association;
- (g) “Landscape Architect” means a professional, full member in good standing with the Canadian Society of Landscape Architects;

- (h) “Professional Engineer” means a professional, full member in good standing with the Association of Professional Engineers of Nova Scotia; and
- (i) “Townhouse Addition” means the part of the building to be added to the west (left) side of the Existing Building.

### **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 01339:

|             |                                |       |
|-------------|--------------------------------|-------|
| Schedule A  | Legal Description of the Lands |       |
| Schedule B  | Site Plan                      | (SD1) |
| Schedule C  | Front Elevation                | (A1)  |
| Schedule D  | Right (East) Elevation         | (A2)  |
| Schedule E  | Rear Elevation                 | (A3)  |
| Schedule F  | Left (West) Elevation          | (A4)  |
| Schedule G1 | Building Layout – Level 100    | (A5)  |
| Schedule G2 | Building Layout – Level 200    | (A6)  |
| Schedule G3 | Building Layout – Level 300    | (A7)  |

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

- 3.2.1 Prior to the issuance of any Municipal Permits, the Developer shall complete the Multi-unit / Industrial / Commercial / Institutional (MICI) permit application review process.
- 3.2.2 Prior to the issuance of a Construction Permit, the Developer shall provide the following to the Development Officer:
  - (a) A Heritage Conservation and Alteration Plan in accordance with Section 3.4 of this Agreement;
  - (b) A Detailed Landscape Plan in accordance with Section 3.7 of this Agreement;
  - (c) A detailed Site Disturbance Plan in accordance with subsection (a) of Section 5.1 of this Agreement;
  - (d) A detailed Erosion and Sedimentation Control Plan in accordance with subsection (b) of Section 5.1 of this Agreement; and
  - (e) A detailed Final Site Grading and Stormwater Management Plan in accordance with subsection (c) of Section 5.1 of this Agreement.
- 3.2.3 Prior to the issuance of the first Municipal Occupancy Permit, the Developer shall provide the following to the Development Officer, unless otherwise waived by the Development Officer:

- (a) Written confirmation from an Architect indicating that the Developer has complied with the requirements of Section 3.4 of this Agreement;
- (b) Written confirmation from a Landscape Architect indicating that the Developer has complied with the requirements of Section 3.7 of this Agreement;
- (c) Certification from a Professional Engineer indicating that the Developer has complied with the Erosion and Sedimentation Control Plan required pursuant to this Agreement; and
- (d) Certification from a Professional Engineer indicating that the Developer has complied with the Stormwater Management Plan required pursuant to this Agreement.

3.2.4 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**

The uses of the Lands permitted by this Agreement, subject to its terms and as generally illustrated on the Schedules attached hereto, are as follows:

- (a) A multiple unit residential building containing up to thirteen (13) dwelling units;
- (b) Private open space, landscaped areas, signage and walkways; and
- (c) Vehicular and bicycle parking, loading and circulation areas.

### **3.4 Heritage**

3.4.1 The Developer covenants and agrees that it shall not demolish the Existing Building or alter its exterior appearance in any manner without the written consent of the Halifax Regional Municipality. The Developer further expressly waives its rights under Section 18 of the Heritage Property Act to make any alterations or carry out demolition in the event that an application for such demolition or alteration is denied by the Municipality.

3.4.2 Notwithstanding Section 3.4.1 of this Agreement, the following additions and substantial alterations to the Existing Building may occur, in accordance with the Schedules attached to this Agreement, and following approval by the Heritage Planner:

- (a) An East Addition may be constructed, in accordance with the attached Schedules;
- (b) A Townhouse Addition may be constructed, in accordance with the attached Schedules; and

- (c) New ventilation inlets and exhausts may be added, provided they are not visible from the front of the Existing Building.

3.4.3 Character defining elements of the Existing Building shall be maintained and not removed. These character defining elements are illustrated conceptually on the attached Schedules and are documented specifically in photographs filed in the Halifax Regional Municipality as Case Number 01339, and include:

- (a) A foundation constructed primarily of granite and stone, with some use of concrete and brick;
- (b) Cladding consisting of white-painted wooden shingles with approximately four and a quarter (4.25) inches to the weather;
- (c) Three brick chimneys;
- (d) A truncated gable roof;
- (e) Roof overhangs (approximately nine (9) inches to one (1) foot), with eaves returns;
- (f) Wooden board eaves trim, including fascia boards, frieze boards, mouldings and aluminum gutters with a moulded trim profile;
- (g) Front entrance with a wooden, four-panelled door with tall, pointed arch upper panels and a classically designed surround with glass transom windows, sidelights, wooden pilasters with moulded capitals, and a moulded frieze and cornice over the transom;
- (h) Windows with wooden trim (approximately six (6) inches wide), wide wooden sills, wide wood mullions, true wooden muntins, a sash glazing pattern generally in a six-over-six pattern, and some wooden storm windows, more particularly described in the following sections;
- (i) As illustrated on Schedules C, G1, G2 and G3, windows including:

|      | <i>Elevation</i> | <i>Floor</i> | <i>Number</i> | <i>Type of window</i>  |
|------|------------------|--------------|---------------|--|
| (i)  | Front            | First        | Two           | Large bay windows, each with four round-headed one-over-one fixed sashes divided by wide wooden mullions and transoms, and with the centre mullions ornamented with wooden engaged pendants  |
| (ii) | Front            | First        | One           | Palladian-style window with operable, single hung, round-headed sashes divided by wide mullions; the central sashes having a four-over-four glazing pattern and the side sashes having a one-over-two glazing pattern, all with true muntins |

|        |           |        |      |  |
|--------|-----------|--------|------|--|
| (iii)  | Front     | Second | One  | Palladian-style window with operable, single hung, round-headed sashes divided by wide mullions; the central sashes having a four-over-four glazing pattern and the side sashes having a one-over-two glazing pattern, all with true muntins |
| (iv)   | Right (E) | First  | One  | Large-sized single hung sash window, with a six-over-six glazing pattern and true muntins, towards the front of the building   |
| (v)    | Right (E) | First  | Two  | Single hung window with a six-over-six glazing pattern and true muntins, towards the rear of the building  |
| (vi)   | Right (E) | Second | One  | Medium-sized single hung window, with a six-over-six glazing pattern and true muntins, towards the front of the building   |
| (vii)  | Rear      | First  | Four | Single hung windows, with a six-over-six glazing pattern   |
| (viii) | Rear      | First  | Two  | Single hung windows, with a six-over-one glazing pattern and true muntins  |
| (ix)   | Rear      | Second | Two  | Single hung window, with a six-over-six glazing pattern and true muntins   |
| (x)    | Rear      | Second | One  | Small single-pane, awning window   |
| (xi)   | Rear      | Third  | One  | Single hung window, with a three-over-one glazing pattern and true muntins   |
| (xii)  | Left (W)  | First  | One  | Large-sized single hung window, with a six-over-six glazing pattern and true muntins, towards the front of the building  |
| (xiii) | Left (W)  | First  | One  | Single hung window, with a six-over-one glazing pattern and true muntins, towards the rear of the building   |
| (xiv)  | Left (W)  | Second | One  | Medium-sized single hung window, with a six-over-six glazing pattern and true muntins, towards the front of the building   |
| (xv)   | Left (W)  | Third  | One  | Single hung window, with one-over-one glazing pattern and true muntins   |

3.4.4 Notwithstanding Section 3.4.3, the following character defining elements may be repaired and restored, or replaced if necessary, to match the Existing Building:

- (a) The foundation may be repaired and restored;

- (b) On the front, the existing concrete foundation on the left side of the right bay may be replaced with granite to match the front and right side of the right bay;
  - (c) Wall shingles to match the existing shingles and painted with the original colour;
  - (d) The roof may be re-shingled, including replacement of any rotten roof sheathing;
  - (e) All existing fascia boards, frieze boards, soffits and gutters may be repaired and restored, or replaced where necessary, to match the Existing Building;
  - (f) All existing trim board may be repaired and restored, or replaced where necessary, to match the Existing Building;
  - (g) All decorative window frames may be repaired and restored, or replaced where necessary, to match the Existing Building;
  - (h) Existing windows, as listed in Section 3.4.3(i), may be replaced with new glazing to meet current thermal standards, provided they are replaced in the existing openings, using the existing materials, with the existing trim, sills and mullions, and with the existing glazing pattern, and with true muntins.
- 3.4.5 Prior to the issuance of a Construction Permit, the Developer agrees to provide a Heritage Conservation and Alteration Plan prepared by an Architect, which complies with the provisions of Section 3.4 and the attached Schedules.
- 3.4.6 Where character defining elements of the Existing Building are damaged or missing, including any damage done during construction, the Developer shall be responsible to notify the Heritage Planner and these elements shall be repaired or replaced with the same or similar materials, as found on the Existing Building. In addition to any other normally required approvals, all repair or replacement of these elements shall require the approval of the Heritage Planner, prior to repair or replacement being carried out.
- 3.4.7 Any new signage shall be in accordance with HRM's *Signage on Heritage Properties: Six Basic Principles* unless otherwise approved by the Heritage Advisory Committee.
- 3.4.8 Any further alterations shall be carried out in accordance with the *HRM Heritage Building Conservation Standards*.
- 3.4.9 In accordance with the requirements of the *Heritage Property Act* and By-law H-200, any non-substantial alteration to the exterior appearance of the Existing Building or the Finished Building shall be submitted to the Development Officer for review and approval in consultation with the Heritage Planner.
- 3.4.10 All maintenance and repair of the building shall be conducted with the approval of the Heritage Planner, and in accordance with the Heritage Property Program Alteration Guidelines.
- 3.4.11 The Finished Building, including renovations to the Existing Building, shall comply with the requirements of the Nova Scotia Provincial Building Code.

- 3.4.12 The Lands at 5757 Inglis Street falls within the High Potential Zone for Archeological Sites identified by the Province. The Developer shall contact the Curator of Special Places with the Heritage Division of the Department of Tourism, Culture and Heritage of the Province of Nova Scotia prior to any disturbance of the site and the Developer shall comply with requirements set forth by the Province in this regard.
- 3.4.13 Prior to issuance of the first Municipal Occupancy Permit, the Developer shall submit to the Development Officer a letter prepared by an Architect certifying that building construction has been completed in accordance with the requirements of Section 3.4 of this Agreement.

### **3.5 Siting and Architectural Requirements**

- 3.5.1 The building's siting, bulk and scale shall comply to the following:
- (a) The East Addition shall not exceed twenty-one hundred (2100) square feet in area;
  - (b) The Townhouse Addition shall not exceed sixteen hundred (1600) square feet in area;
  - (c) The Development Officer may permit a five percent (5%) increase to the area identified in Sections 3.5.1(a) and 3.5.1(b) provided the intent and all other specific provisions of this Agreement have been adhered to;
  - (d) The lot coverage of the Finished Building shall not exceed forty (40) percent;
  - (e) The setbacks of the Finished Building shall be no closer to the property lines than the setbacks shown on Schedule B;
  - (f) Where setbacks of less than eight (8) feet are permitted, they are subject to a detailed review by the Development Officer and Building Official to ensure compliance with all relevant building codes and by-laws. Any excavation, construction or landscaping will be carried out in a safe manner, with the appropriate measures put into place to ensure the protection and preservation of the adjacent properties;
  - (g) The maximum height of the East Addition shall not exceed thirty-four (34) feet to the top of the roof and thirty-six and one-half (36.5) feet to the top of the false gable parapets; and
  - (h) The maximum height of the Townhouse Addition shall not exceed thirty-four and one-half (34.5) feet to the top of the roof.
- 3.5.2 The East Addition and the Townhouse Addition shall be complementary to the Existing Building's design, materials, exterior siding, roof materials, colour and ornamentation.

- 3.5.3 The final materials selection and colour palette of the East Addition and the Townhouse Addition shall require approval of the *Heritage Planner*.
- 3.5.4 Any exposed foundation in excess of 1.6 feet (0.5 metres) shall be architecturally detailed, veneered with stone or brick, painted, stucco, or a complementary equivalent.
- 3.5.5 All vents, down spouts, flashing, electrical conduits, meters, service connections, and other functional elements shall be treated as integral parts of the design.

### **3.6 Parking, Circulation and Access**

- 3.6.1 The parking area shall be sited as shown on Schedule B:
  - (a) The setbacks of the parking area shall be no closer to the property lines than the setbacks shown on Schedule B.
  - (b) The parking area shall provide a minimum of fourteen (14) separately accessible parking spaces at least nine (9) feet wide and eighteen (18) feet long. Thirteen (13) parking spaces are for the use of the Finished Building, while one (1) is reserved in favour of 5759 Inglis Street.
  - (c) The parking area shall be hard surfaced with driveway pavers or cobblestones.
  - (d) The limits of the parking area shall be defined by concrete curbing.
  - (e) The Development Officer may permit minor modifications to the layout of the parking area and the minimum size and number of parking spaces in order to preserve and protect the existing living trees, provided the intent and all other specific provisions of this Agreement have been adhered to.
- 3.6.2 The parking area, driveways and circulation aisles shall comply with the requirements of the Halifax Peninsula Land Use By-law as amended from time to time, Bylaw S-300 Respecting Streets, the Municipal Service Systems Guidelines and any other applicable legislation as amended from time to time.
- 3.6.3 Class A and Class B bicycle parking shall be provided as per the requirements of the Halifax Peninsula Land Use By-law.
- 3.6.4 Pedestrian walkways and exterior bicycle parking areas shall be located as shown on Schedule B and shall be hard surfaced with driveway pavers or cobblestones.

### 3.7 Landscaping

- 3.7.1 Prior to the issuance of a Construction Permit, the Developer agrees to provide a Detailed Landscape Plan prepared by a Landscape Architect, which complies with the provisions of Section 3.7 and the Site Plan as shown on Schedule B.
- 3.7.2 At a minimum, the Detailed Landscape Plan shall include landscaping as identified in this Agreement, and shall provide details for all ground level open spaces.
- 3.7.3 All plant material shall conform to the *Canadian Nursery Trades Association Metric Guide Specifications and Standards*, as amended, and sodded areas to the *Canadian Nursery Sod Growers' Specifications*, as amended. All disturbed areas shall be reinstated to original condition or better.
- 3.7.4 Planting details for each type of plant material proposed on the Detailed Landscape Plan shall be provided, including species list with quantities, size of material, and common and botanical names (species and variety).
- 3.7.5 The minimum acceptable sizes for plant material shall be as follows:
  - (a) High branching deciduous trees at grade: 60 mm caliper;
  - (b) Coniferous trees: 1.5 metres in height; and
  - (c) Shrubs: 0.6 metres in height or spread.
- 3.7.6 Construction details or manufacturer's specifications for all landscaping features to be constructed such as fencing, retaining walls, pergolas, bike racks, recycling facilities, benches, play equipment and refuse containers, shall be provided to the Development Officer. These documents shall describe the feature's design, construction, specifications, model numbers, quantities, manufacturers of site furnishings, hard surface areas, materials and placement and include a certification from a Landscape Architect that they will enhance the design of the building and the character of the surrounding area.
- 3.7.7 The Site Plan as shown on Schedule B identifies a stone wall along the front property line. The end pillar and part of the wall at the western end shall be removed for the construction of the driveway, and a new end pillar shall be constructed and integrated with the remaining portion (of approximately twenty-five (25) feet) of the wall, which shall also be restored to match the existing stone.
- 3.7.8 The Site Plan as shown on Schedule B identifies eleven (11) existing living trees with a diameter of one (1) foot or greater. The Developer shall ensure conservation of these trees through the following measures:
  - (a) The Detailed Landscape Plan and Site Disturbance Plan shall identify the limit of disturbance, tree habitat preservation areas, the hoarding fence location and the stockpile location;

- (b) During demolition and construction, proper arboricultural practices shall be undertaken and shall include such activities as:
  - (i) the erection of tree protective hoarding fence located as close to the drip-line of the trees to be preserved as possible for the duration of construction;
  - (ii) no stockpiling of soil or materials or the movement of equipment within the hoarded areas; and
  - (iii) pruning of any damaged limbs or roots.
- (c) If any of the existing living trees shown on Schedule B are damaged, two new trees shall be provided for each damaged tree, with new trees of a minimum size as outlined in Section 3.7.5.

3.7.9 In addition to the existing living trees with a diameter of one (1) foot or greater shown on Schedule B, a number of smaller trees exist on the Lands, particularly along the east and west property lines. The Developer shall ensure conservation of these trees through the following measures:

- (a) The Detailed Landscape Plan and Site Disturbance Plan shall identify the limit of disturbance, tree habitat preservation areas, the hoarding fence location and the stockpile location;
- (b) During demolition and construction, proper arboricultural practices shall be undertaken and shall include such activities as:
  - (i) the erection of tree protective hoarding fence located as close to the drip-line of the trees to be preserved as possible for the duration of construction;
  - (ii) no stockpiling of soil or materials or the movement of equipment within the hoarded areas; and
  - (iii) pruning of any damaged limbs or roots.
- (c) If any of the smaller trees existing on the Lands are damaged, one new tree shall be provided for each damaged tree, with new trees of a minimum size as outlined in Section 3.7.5.

3.7.10 Notwithstanding Sections 3.7.8 and 3.7.9, where a Certified Arborist, Landscape Architect, Forester, or Forestry Technician engaged by the Developer or property owner certifies in writing that a tree poses a hazard to people or property or is in severe decline, the Development Officer may permit the tree to be removed. Any tree to be removed shall be replaced at the expense of the Developer or property owner with a new tree of a minimum size as outlined in Section 3.7.5.

3.7.11 In addition to the existing living trees on the Lands, the Site Plan as shown on Schedule B identifies two (2) existing living trees in the HRM right-of-way in front of the Lands. The Developer shall ensure conservation of these trees through the following measures:

- (a) The Detailed Landscape Plan and Site Disturbance Plan shall identify the limit of disturbance, tree habitat preservation areas, the hoarding fence location and the stockpile location;
- (b) During demolition and construction, proper arboricultural practices shall be undertaken and shall include such activities as:
  - (i) the erection of tree protective hoarding fence located as close to the drip-line of the trees to be preserved as possible for the duration of construction;
  - (ii) no stockpiling of soil or materials or the movement of equipment within the hoarded areas; and
  - (iii) pruning of any damaged limbs or roots.
- (c) If any of the trees existing in the HRM right-of-way are damaged, adequate replacement shall be negotiated with the Municipality and provided by the Developer.

3.7.12 Prior to issuance of the first Municipal Occupancy Permit, the Developer shall submit to the Development Officer a letter prepared by a Landscape Architect certifying that all landscaping has been completed according to the terms of this Development Agreement.

3.7.13 Notwithstanding Section 3.7.12, Occupancy Permits 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 of the estimated cost to complete the landscaping. The cost estimate is to be prepared by a Landscape Architect. 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 Schedules, and as approved by the Development Officer. Should the Developer not complete the landscaping within twelve months of 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.

### **3.8 Screening**

3.8.1 Fencing shall be located along the boundaries of the Lands where they abut residential uses as shown on Schedule B. The fencing shall be at least five (5) feet in height but no greater than six (6) feet in height and be constructed of decorative wood and be visually impermeable. Fence posts to be located beside trees on the property boundary shall be placed in hand dug post holes so as not to damage the roots of trees to be preserved. The fence design shall be aesthetically equal on both sides.

- 3.8.2 Refuse containers, propane tanks, electrical transformers and other utility boxes shall be located on the site in such a way to ensure minimal visual impact from Inglis Street and abutting residential uses. These facilities shall be secured in accordance with the applicable approval agencies and appropriately screened, by means of opaque fencing or masonry walls with suitable landscaping, or by paint for electrical transformers.

### **3.9 Signs**

- 3.9.1 Signs shall be limited to those permitted in the R-2A (General Residential Conversion) Zone of the Halifax Peninsula Land Use By-law.
- 3.9.2 Temporary signs, as defined by the Temporary Sign By-law, are not permitted.

### **3.10 Outdoor Lighting**

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

### **3.11 Maintenance**

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.

## **PART 4: STREETS AND MUNICIPAL SERVICES**

### **4.1 General Provisions**

All design and construction of primary and secondary service systems shall satisfy Municipal Service Systems Specifications unless otherwise provided for in this Agreement and shall receive written approval from the Development Engineer prior to undertaking the work.

### **4.2 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.

### 4.3 Outstanding Site Work

Securities for the completion of outstanding on-site paving and landscaping work (at the time of issuance of the first Occupancy Permit) may be permitted. Such securities shall consist of a security deposit in the amount of 110 percent of the estimated cost to complete the work. The security shall be in favour of the Municipality and may be in the form of a certified cheque or irrevocable automatically renewing 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

## PART 5: ENVIRONMENTAL PROTECTION MEASURES

### 5.1 Stormwater Management Plans and Erosion and Sedimentation Control Plans

Prior to the commencement of any site work on the Lands, including earth movement or tree removal other than that required for preliminary survey purposes, or associated off-site works, the Developer shall:

- (a) Submit to the Development Officer a detailed Site Disturbance Plan, prepared by a Professional Engineer indicating the sequence and phasing of construction and the areas to be disturbed or undisturbed;
- (b) Submit to the Development Officer a detailed Erosion and Sedimentation Control Plan prepared by a Professional Engineer in accordance 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 Lands until the requirements of this clause have been met and implemented. The Erosion and Sedimentation Control Plan shall indicate the sequence of construction, all proposed detailed erosion and sedimentation control measures and interim stormwater management measures to be put in place prior to and during construction; and,
- (c) Submit to the Development Officer a detailed Final Site Grading and Stormwater Management Plan prepared by a Professional Engineer, which shall include an appropriate stormwater collection and treatment system. The Final Site Grading and Stormwater Management Plan shall identify structural and vegetative stormwater management measures, which may include infiltration, retention, and detention controls, wetlands, vegetative swales, filter strips, and buffers that will minimize adverse impacts on receiving watercourses during and after construction.

## **PART 6: AMENDMENTS**

### **6.1 Non-Substantive Amendments**

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

- (a) The granting of an extension to the date of commencement of construction as identified in Section 7.3 of this Agreement; and
- (b) The length of time for the completion of the development as identified in Section 7.5 of this Agreement.

### **6.2 Substantive Amendments**

Amendments to any matters not identified under Section 6.1 shall be deemed substantive and may only be amended in accordance with the approval requirements of the *Halifax Regional Municipality Charter*.

## **PART 7: REGISTRATION, EFFECT OF CONVEYANCES AND DISCHARGE**

### **7.1 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.

### **7.2 Subsequent Owners**

- 7.2.1 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.
- 7.2.2 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).

### **7.3 Commencement of Development**

- 7.3.1 In the event that development on the Lands has not commenced within three (3) years from the date of registration of this Agreement at the Registry of Deeds or Land Registry Office, as indicated herein, the 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.

7.3.2 For the purpose of this section, commencement of development shall mean installation of the footings and foundation for the proposed additions to the Existing Building.

7.3.3 For the purpose of this section, Council may consider granting an extension of the commencement of development time period through a resolution under Section 6.1, 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.

#### **7.4. 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 Halifax Municipal Planning Strategy and Halifax Peninsula Land Use By-law, as may be amended from time to time.

#### **7.5 Discharge of Agreement**

If the Developer fails to complete the development after seven (7) 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 8: ENFORCEMENT AND RIGHTS AND REMEDIES ON DEFAULT**

#### **8.1 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.

## 8.2 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 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.

WITNESS that this Agreement, made in triplicate, was properly executed by the respective Parties on this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

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

<INSERT DEVELOPER'S NAME>

=====

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

=====

**HALIFAX REGIONAL  
MUNICIPALITY**

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

Per: \_\_\_\_\_  
Municipal Clerk



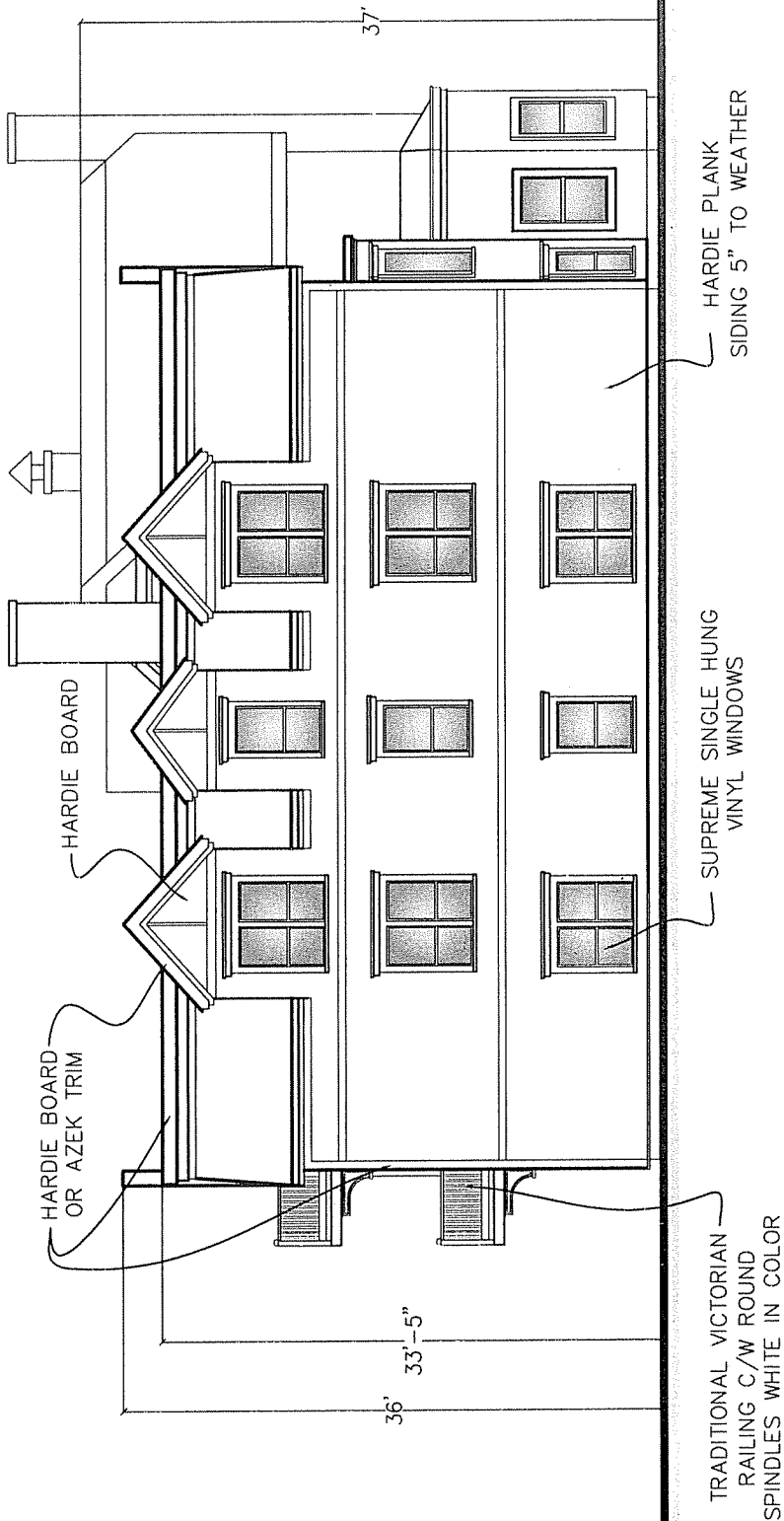


FRONT ELEVATION  
(FACING INGLIS ST.)

|   |                            |                            |                        |                             |  |  |
|---|----------------------------|----------------------------|------------------------|-----------------------------|--|--|
| <p>DATE: APRIL 28, 2015<br/>         DRAWN BY: [blank]<br/>         CHECKED BY: [blank]<br/>         PROJECT NO.: 2008-23</p> | <p>SCALE: 1/4" = 1'-0"</p> | <p>SHEET FILE: [blank]</p> | <p>DATE: JUL 17/15</p> | <p>PROJECT NO.: 2008-23</p> | <p>WM FARES GROUP<br/>         ARCHITECTS   ENGINEERS   PLANNERS</p> | <p>PROJECT: "INGLIS ST. DEVELOPMENT"<br/>         EXISTING HERITAGE HOUSE WITH<br/>         APARTMENT &amp; TOWNHOUSE ADDITION<br/>         5757 INGLIS ST.<br/>         HAUFEX, NOVA SCOTIA</p> |
|---|----------------------------|----------------------------|------------------------|-----------------------------|--|--|

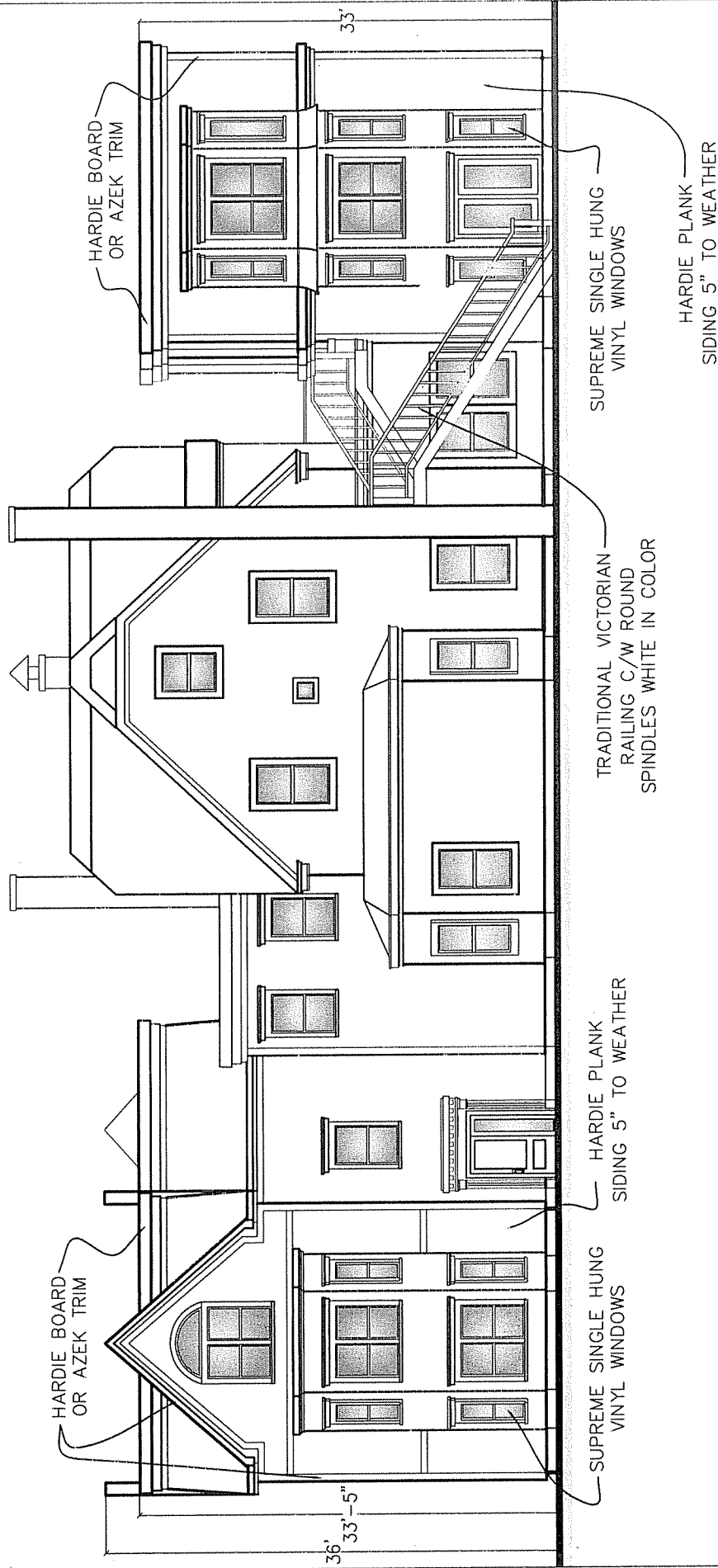
SCHEDULE C - FRONT ELEVATION

A1




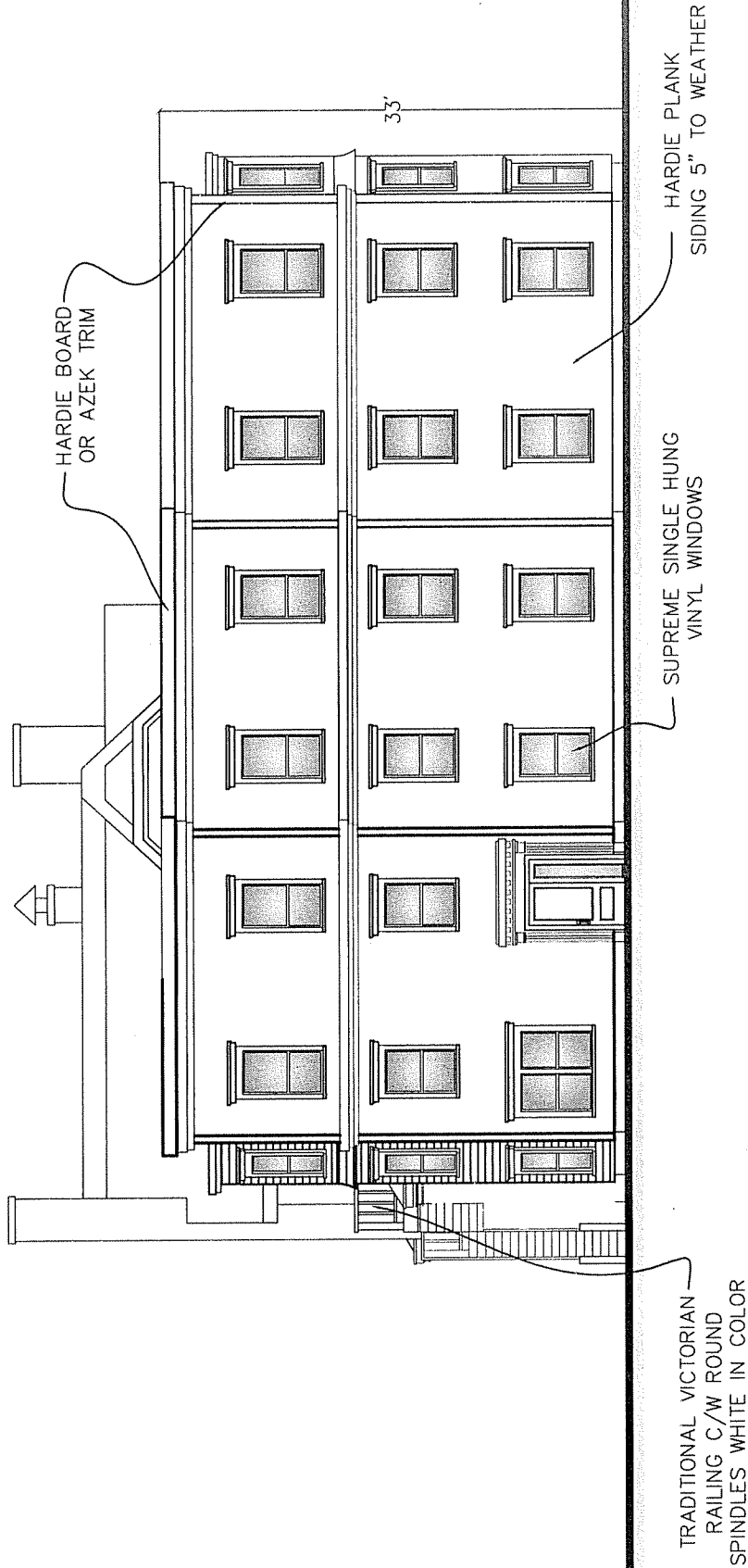
# RIGHT SIDE ELEVATION

|   |                                     |   |   |   |  |   |
|---|-------------------------------------|---|---|---|--|---|
| <p>DATE: APRIL 23, 2014<br/>         DRAWN: [blank]<br/>         CHECKED: [blank]<br/>         PROJECT NO.: 2008-23</p> | <p>SHEET TITLE: RIGHT ELEVATION</p> | <p>DATE: JULY 17, 2014<br/>         REVISION: [blank]<br/>         NO. 1: [blank]</p> | <p>PROJECT: SCHEDULE D - RIGHT (EAST) ELEVATION</p> | <p>WM FARES GROUP<br/>         ARCHITECTS, ENGINEERS &amp; PLANNERS</p> | <p>PROJECT: 1) INGLIS ST. DEVELOPMENT<sup>2)</sup><br/>         EXISTING HERITAGE HOUSE WITH<br/>         APARTMENT &amp; TOWNHOUSE ADDITION<br/>         5757 INGLIS ST.<br/>         HAUFEN, MINN. 55014</p> | <p>NOTES:<br/>         1) THE DESIGNER HAS CONDUCTED VISUAL VERIFICATION OF THE EXISTING BUILDING AND HAS FOUND IT TO BE IN GOOD CONDITION.<br/>         2) THE DESIGNER HAS CONDUCTED VISUAL VERIFICATION OF THE EXISTING BUILDING AND HAS FOUND IT TO BE IN GOOD CONDITION.<br/>         3) THE DESIGNER HAS CONDUCTED VISUAL VERIFICATION OF THE EXISTING BUILDING AND HAS FOUND IT TO BE IN GOOD CONDITION.<br/>         4) THE DESIGNER HAS CONDUCTED VISUAL VERIFICATION OF THE EXISTING BUILDING AND HAS FOUND IT TO BE IN GOOD CONDITION.<br/>         5) THE DESIGNER HAS CONDUCTED VISUAL VERIFICATION OF THE EXISTING BUILDING AND HAS FOUND IT TO BE IN GOOD CONDITION.</p> |
|---|-------------------------------------|---|---|---|--|---|



# REAR ELEVATION

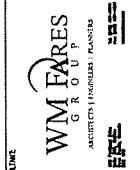
| <p><b>PROJECT</b><br/>         19 INGLIS ST. DEVELOPMENT<sup>17</sup><br/>         EXISTING HERITAGE HOUSE WITH<br/>         APARTMENT &amp; TOWNHOUSE ADDITION<br/>         5757 INGLIS ST.<br/>         HALEFAX, NOVA SCOTIA</p>   |                       | <p><b>CONSULTANT</b><br/> <br/>         ARCHITECTS / ENGINEERS / PLANNERS</p>                     |  | <p><b>DATE</b><br/>         JUL 27/15</p> |             | <p><b>SHEET FILE</b><br/>         REAR ELEVATION</p> |   | <p><b>DATE</b><br/>         APR 28 2015</p> |           | <p><b>SHEET NO.</b><br/>         A3</p>     |  |   |  |
|--|-----------------------|--|--|---|-------------|--|---|---|-----------|---|--|---|--|
| <p><b>NOTES</b><br/>         1. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.<br/>         2. THE DESIGNER ASSUMES RESPONSIBILITY FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.<br/>         3. THE DESIGNER ASSUMES RESPONSIBILITY FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.<br/>         4. THE DESIGNER ASSUMES RESPONSIBILITY FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.<br/>         5. THE DESIGNER ASSUMES RESPONSIBILITY FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.</p> |                       | <p><b>REVISIONS</b></p> <table border="1"> <tr> <th>NO.</th> <th>DESCRIPTION</th> <th>DATE</th> </tr> <tr> <td>1</td> <td>ISSUED FOR PERMITTING</td> <td>JUL 27/15</td> </tr> </table> |  | NO.                                       | DESCRIPTION | DATE   | 1 | ISSUED FOR PERMITTING                       | JUL 27/15 | <p><b>DATE</b><br/>         APR 28 2015</p> |  | <p><b>SHEET NO.</b><br/>         A3</p> |  |
| NO.  | DESCRIPTION           | DATE   |  |   |             |  |   |   |           |   |  |   |  |
| 1  | ISSUED FOR PERMITTING | JUL 27/15  |  |   |             |  |   |   |           |   |  |   |  |



# LEFT ELEVATION

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE 2008 INTERNATIONAL RESIDENTIAL CODE (IRC) AND THE 2008 INTERNATIONAL ENERGY EFFICIENCY CODE (IEEC).  
 2. THE DESIGNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL BUILDING DEPARTMENT.  
 3. THE DESIGNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL BUILDING DEPARTMENT.  
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 10. THE DESIGNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL BUILDING DEPARTMENT.

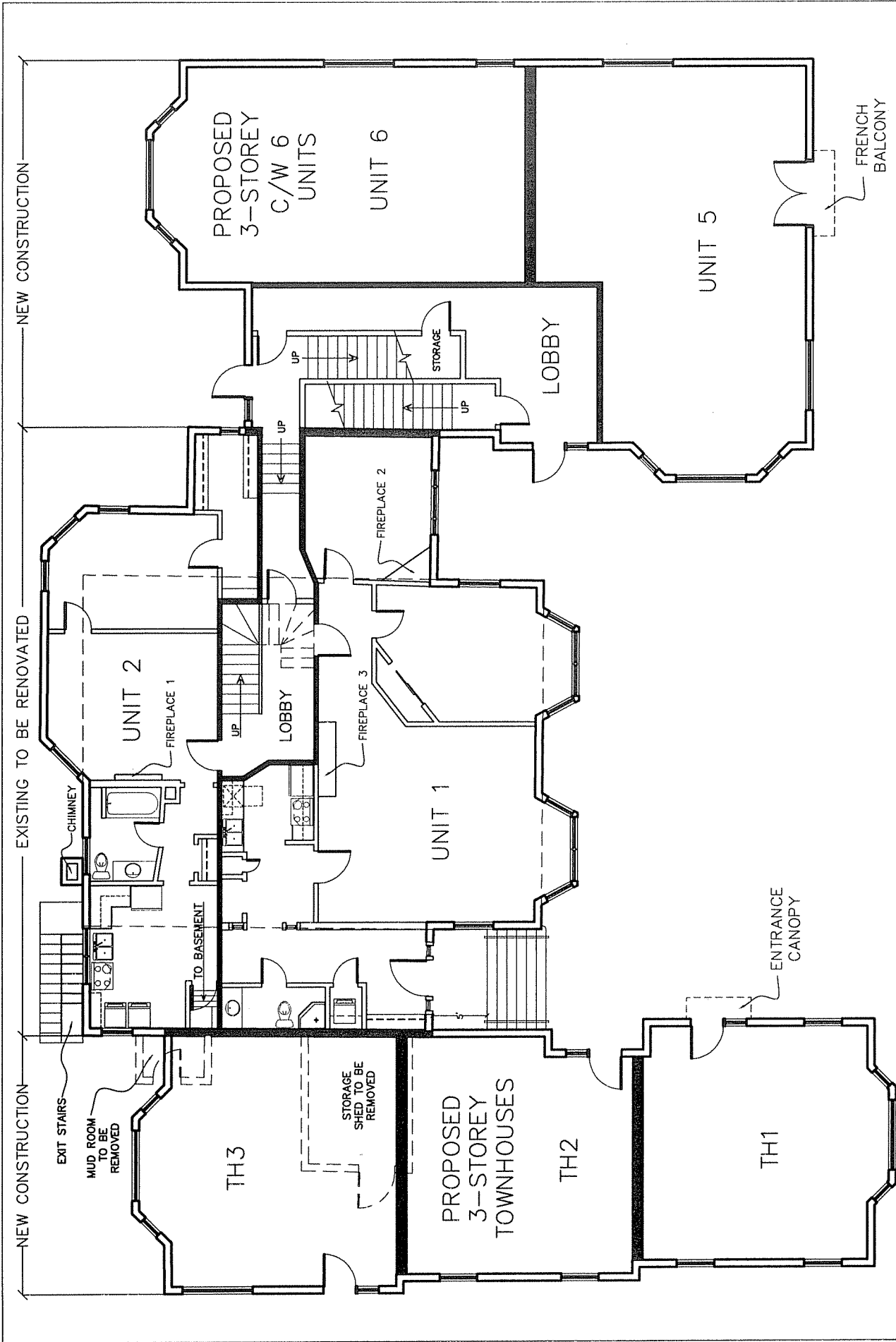
PROJECT: 11 INGLIS ST. DEVELOPMENT<sup>2</sup>  
 EXISTING HERITAGE HOUSE WITH  
 APARTMENT & TOWNHOUSE ADDITION  
 5757 INGLIS ST.  
 HAUFEX, NOVA SCOTIA



SCHEDULE F - LEFT (WEST) ELEVATION

LEFT ELEVATION

SCALE: 1/8" = 1'-0"  
 DATE: APRIL 23, 2008  
 DRAWN BY: JEFF  
 CHECKED BY: JEFF  
 PROJECT NO.: 2008-23  
 SHEET NO.: A4



|  |  |  |                             |  |  |  |  |  |  |
|--|--|--|-----------------------------|--|--|--|--|--|--|
| <p>PROJECT: INGLIS ST. DEVELOPMENT<sup>12</sup><br/>EXISTING HERITAGE HOUSE WITH<br/>APARTMENT &amp; TOWNHOUSE ADDITION<br/>5757 INGLIS ST.<br/>HALIFAX, NOVA SCOTIA</p> | <p>ARCHITECT: WM FARES GROUP<br/>ARCHITECTS / ENGINEERS / PLANNERS</p> | <p>DATE: 27/7/20<br/>REVISION: 1<br/>DRAWN BY: JET<br/>CHECKED BY: JET<br/>DATE: 27/7/20</p> | <p>SCALE: 3/16" = 1'-0"</p> | <p>DATE: 27/7/20<br/>REVISION: 1<br/>DRAWN BY: JET<br/>CHECKED BY: JET<br/>DATE: 27/7/20</p> | <p>DATE: 27/7/20<br/>REVISION: 1<br/>DRAWN BY: JET<br/>CHECKED BY: JET<br/>DATE: 27/7/20</p> | <p>DATE: 27/7/20<br/>REVISION: 1<br/>DRAWN BY: JET<br/>CHECKED BY: JET<br/>DATE: 27/7/20</p> | <p>DATE: 27/7/20<br/>REVISION: 1<br/>DRAWN BY: JET<br/>CHECKED BY: JET<br/>DATE: 27/7/20</p> | <p>DATE: 27/7/20<br/>REVISION: 1<br/>DRAWN BY: JET<br/>CHECKED BY: JET<br/>DATE: 27/7/20</p> | <p>DATE: 27/7/20<br/>REVISION: 1<br/>DRAWN BY: JET<br/>CHECKED BY: JET<br/>DATE: 27/7/20</p> |
|--|--|--|-----------------------------|--|--|--|--|--|--|

SCHEDULE G1 -- LEVEL 100

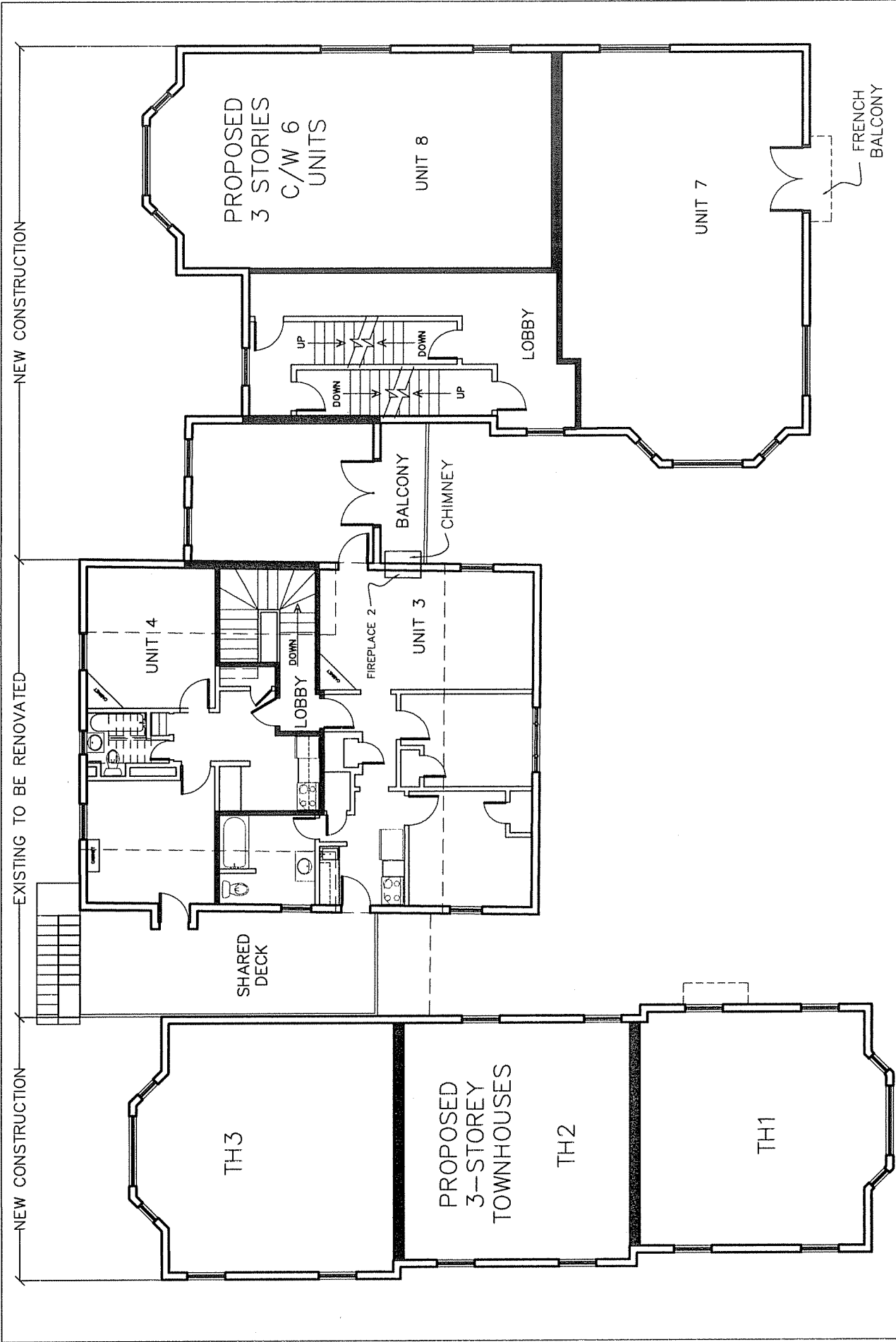
LEVEL 100

A5

2008-23

WM FARES GROUP  
ARCHITECTS / ENGINEERS / PLANNERS

12



|  |                  |                                |  |   |   |
|--|------------------|--------------------------------|--|---|---|
| <p>DATE: 2008-23</p> <p>SCALE: 3/4" = 1'-0"</p> <p>DESIGNER: WM FARES GROUP</p> <p>PROJECT NO: 2008-23</p> <p>SHEET NO: A6</p> | <p>LEVEL 200</p> | <p>SCHEDULE G2 - LEVEL 200</p> | <p>WM FARES GROUP</p> <p>ARCHITECTS   ENGINEERS   PLANNERS</p> | <p>INGLIS ST. DEVELOPMENT<sup>13</sup></p> <p>EXISTING HERITAGE HOUSE WITH</p> <p>APARTMENT &amp; TOWNHOUSE ADDITION</p> <p>5757 INGLIS ST.</p> <p>HALIFAX, NOVA SCOTIA</p> | <p>NOTES:</p> <p>1. All work and specifications related to this project are the property of WM FARES GROUP. All rights are reserved. No part of this document may be reproduced, stored in a retrieval system, or transmitted in any form or by any means, electronic, mechanical, photocopying, recording, or by any information storage and retrieval system, without the prior written permission of WM FARES GROUP.</p> <p>2. The design is for general reference only. It is not intended to be used for construction without the prior written permission of WM FARES GROUP.</p> <p>3. The design is for general reference only. It is not intended to be used for construction without the prior written permission of WM FARES GROUP.</p> |
|--|------------------|--------------------------------|--|---|---|



**Attachment B**  
**Excerpt from the Halifax Municipal Planning Strategy – Policy Review**

**Enabling Policy – City-wide Heritage Resources:**

**Policy 6.8** In any building, part of a building, or on any lot on which a registered heritage building is situated, the owner may apply to the City for a development agreement for any development or change in use not otherwise permitted by the land use designation and zone subject to the following considerations:

- (i) that any registered heritage building covered by the agreement shall not be altered in any way to diminish its heritage value;
- (ii) that any development must maintain the integrity of any registered heritage property, streetscape or conservation area of which it is part;
- (iii) that any adjacent uses, particularly residential use are not unduly disrupted as a result of traffic generation, noise, hours of operation, parking requirements and such other land use impacts as may be required as part of a development;
- (iv) that any development substantially complies with the policies of this plan and in particular the objectives and policies as they relate to heritage resources.

**Staff Comment:**

The R-2A (General Residential Conversion) Zone allows for existing structures to be enlarged and converted to multiple unit residential buildings; however, the proposed additions exceed the requirements of the R-2A Zone. Since 5757 Inglis Street is a municipally registered heritage property, a development agreement may be considered through Policy 6.8.

The substantial alterations proposed as part of this development agreement would not diminish the heritage value of the registered heritage property: the character defining elements listed in the proposed development agreement would be retained. The proposed additions are designed to complement, but not mimic, the features of the heritage building, and to be easily distinguished from the original structure. The principle of distinguishing additions from original structures is included in both the HRM *Heritage Building Conservation Standards* and the *Federal Standards and Guidelines for Historic Places in Canada*. Furthermore, the additions would be lower in height than the existing building. While an attached shed and mudroom would be removed, these structures were not original to the building, and as such, their removal would not compromise the integrity of the heritage property. The property is registered as part of a Late Victorian Heritage Streetscape. The courtyard arrangement ensures that public views of the existing building would be maintained, and that the existing heritage building would remain the centrepiece of the development.

The proposed thirteen unit residential building will not unduly disrupt adjacent residential uses, as the neighbourhood already includes a range of similar residential uses. In addition, the

proposed development agreement includes clauses to mitigate the impacts during construction on adjacent properties (e.g. Section 3.5.1(f), Section 3.7, Section 3.8.1).

In areas designated for Medium Density Residential uses, Policies 1.4.2 and 1.4.2.1 of the South End Area Plan (below) call for a mix of unit types in buildings not more than four storeys, using a variety of means of infilling. The subject property's generous size for this neighbourhood creates potential for infill.

Policy 5.1 of the South End Area Plan (below) refers back to the City-wide Heritage Resources section for specific policies regarding heritage buildings. In addition to Policy 6.8, Policies 6.4.1 and 6.1 of the City-wide Heritage Resources section (below) speak to the retention, maintenance, restoration, enhancement and re-use of heritage properties. The proposed additions provide incentive for retention and restoration of the existing building. In return for this incentive, the developer agrees to waive their right to demolition (Section 3.4.1).

**Additional Policies – South End Area Plan:**

**Policy 1.4.2** Areas shown as Medium-Density Residential on the Future Land Use Map of this Plan shall be regarded as residential environments which provide a mix of family and non-family dwelling units in buildings of not more than four storeys. For such areas, the City shall amend its Zoning By-law in accordance with Policies 1.4.2 to 1.4.2.3 inclusive. In any building a minimum of 50 percent of the units shall be family-type dwelling units.

**Policy 1.4.2.1** The forms of infill housing permitted in Medium-Density Residential Areas shall include:

- (a) interior conversion;
- (b) additions to existing structures;
- (c) infilling between existing structures; and
- (d) small-scale development on vacant lots.

**Policy 5.1** The City shall continue to seek the retention, preservation, rehabilitation and restoration of areas, streetscapes, buildings, features and spaces in the South End area consonant with the City's general policy stance on heritage preservation (See Section II, Policy Set 6).

**Additional Policies – City-wide Heritage Resources:**

**Policy 6.4.1** The City shall regulate the demolition and exterior alterations under the provisions of the Heritage Property Act, and should secure inducements for retention, maintenance and enhancement of registered heritage properties.

**Policy 6.1** The City shall continue to seek the retention, preservation, rehabilitation and/or restoration of those areas, sites, streetscapes, structures, and/or conditions such as

views which impart to Halifax a sense of its heritage, particularly those which are relevant to important occasions, eras, or personages in the histories of the City, the Province, or the nation, or which are deemed to be architecturally significant. Where appropriate, in order to assure the continuing viability of such areas, sites, streetscapes, structures, and/or conditions, the City shall encourage suitable re-uses.

Attachment C:  
Minutes from November 25, 2009 Public Information Meeting

**HALIFAX REGIONAL MUNICIPALITY  
PUBLIC INFORMATION MEETING  
CASE # 01339 – WM Fares Group**

**7:00 p.m.**

**Wednesday, November 25, 2009  
Gorsebrook Junior High, Halifax**

**IN ATTENDANCE:** Randa Wheaton, Planner, HRM Planning Services  
Shanan Pictou, Planning Technician, HRM Planning Services  
Sharlene Seaman, Planning Controller, HRM Planning Services  
Bill Plaskett, Heritage Planner, HRM Planning Services  
Councillor Sue Uteck

**ALSO IN  
ATTENDANCE:** Cesar Saleh, Applicant, W.M. Fares Group

**PUBLIC IN  
ATTENDANCE:** Approximately 13

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The meeting commenced at approximately 7:05 p.m.

**1. Opening remarks/Introductions/Purpose of meeting – Randa Wheaton**

**Ms. Wheaton** opened the meeting by introducing herself as the planner in charge of the application. She stated that the purpose of the meeting was to hear public comments and question concerning the application by 3216761 Nova Scotia Limited, for a Heritage Development Agreement at 5757 Inglis Street in Halifax.

She introduced HRM staff and the consultant for the property owner. She then provided the overall guidelines of the meeting.

**2. Overview of planning process – Randa Wheaton**

Ms. Wheaton advised of the process, stating that the purpose of the meeting was to identify the scope of the development and to receive feedback on issues and concerns. This meeting would be an information meeting and no decisions would be made at this time. This meeting is one of two opportunities where the public can express issues and concerns. An application was received from the applicant and reviewed by staff. A Public Information Meeting was set up to hear the comments and views of the public. Following the meeting there would be a detailed review of the application by staff and various agencies. There may than be modifications by the applicant concerning the

proposal. A report and a draft Development Agreement (DA) would then be prepared. It would then be sent to the Heritage Advisory Committee (HAC) where the DA, the report and the recommendation will be reviewed. They will make a recommendation to Regional Council (RC). RC will look at the proposal from a substantial alteration prospective.

The Heritage Act requires that any Registered Heritage Property get Councils permission to do any major changes to the building before Community Council could go ahead and do any approvals for the DA, if approved, it would go to Community Council for the DA portion. This is when there would be second opportunity for public input. Community Council would hold a Public Hearing (PH) and they would notify the same people invited to the PIM. The decision would be made the same evening as to whether the DA would be approved or refused.

Ms. Wheaton then showed the subject property and the area of notification. She then advised of the sign up sheet for further notification.

She talked about the specifics of the proposal. The Regional Plan, which is the overriding policy document for Halifax Regional Municipality (HRM), has identified the area as Urban Settlement which is a Residential Designation. The Community Plan has designated it as a Medium Density Residential. The Halifax Peninsula Municipal Planning Strategy also has the parcel within the South End Area Plan. The zoning is General Residential conversion (R2-A). It is considered a Municipally Registered Heritage property but is actually a Heritage street scape that has been registered.

She showed that the Heritage building was at the back of the site and the street scape was at the streets edge (the existing condition). The Policy that allows for the current proposal is Policy 6.8. It is a policy within the Halifax Municipal Planning Strategy. It is in the Heritage section. This is the guiding policy in terms of what staff would look at to determine whether the project/proposal was appropriate. She showed a street view and advised of the ground rules for the meeting. She then passed the floor to Mr. Cesar Saleh.

### **3. Presentation of Proposal – Cesar Saleh**

**Mr. Cesar Saleh** introduced himself and his company (W.M. Fares Group, a design company) as the applicant. He gave some examples of some past and ongoing Work. He listed some Commercial Projects: Chapters Bookstore, The Bay Home Outfitters and Sears (Bayer's Lake). Residential Projects: The Trillium, on South Park Street and a town house on Cedar and Henry Street. Community Projects: Mount Royal Subdivision and Chandlers Cove, in Chester. Hospitality Projects: The Raddison Suites and Hotel and The Holiday Inn (Halifax and Moncton).

He then showed the location and surrounding areas. He advised that the property was purchased by the current owner this past summer. He showed pictures representing the current conditions of the property and noted that there was significant deterioration of the building elements, including leaks.

Mr. Saleh shared some of the previous site considerations: nineteen eighty eight, six unit addition - proposed on the right hand side (went through heritage approval but never got developed), two thousand four: relocation/demolition and a new twenty eight unit building within six stories with

twenty eight parking spots underground (This proposal was not perceived well by the community and did not go any further), two thousand five: relocation of the existing to the front and a new building in the back, totaling twenty two units (This proposal did not go any further), two thousand seven: retaining the existing building and adding six townhouses (This proposal did not go any further as the Fire Department did not feel there was enough room, as far as the width, for them to reach the back of the site).

Mr. Saleh stated that his company is now proposing two additions on both wings on the existing dwelling, maintaining the existing dwellings and having seven units on the right hand side plus three town houses on the left hand side. They also want to retain and restore the existing heritage building. This creates a courtyard arrangement in the front, maintains a direct view from Inglis Street and maintains a view from Tower Road in the back. This would be a total of fourteen units. He noted that the site is zoned R-2 A, which allows up to fourteen units and this proposal falls into those confinements. There is one hundred twenty feet from the front to the back of the site. The site is sixteen thousand six hundred ten square feet (sgft), the frontage is sixty four feet, the existing building is four units, the proposed is seven units within the right hand side addition and three town houses with separate entrances on the left hand side. Each addition is smaller in footprint than the original dwelling. The lot coverage (existing and proposed) is five thousand five hundred fifty sqft. This is about thirty three and one half percent of coverage for the site. The open space would be sixty six percent of the site. The landscape open space would be forty percent. The height is forty feet, which is consistent with the original height. He showed the pictures for elevation and advised that the material would be compatible with the existing house. The architectural elements involved in this arrangement would be a wood siding or hardy prime siding. He showed entrances on chart.

He stated the merits of the proposal which are: to retain the essential form and the integrity of the existing building. The additions are distinguishable from, but compatible with the existing building. The additions are of similar height and scale to the existing building and by being connected to it from the wings, leaves the existing building substantially in tack in its existing form. The architectural features of the proposed additions echo elements of the design of the existing heritage building. The building material colors accentuate the heritage building. The courtyard arrangements keeps the heritage building as a centerpiece and the heritage will remain visible from both streets. The size, location and the orientation of the building provides ample open space and landscape open space. Through the proposal, the developer is making an investment in this heritage building by retaining the existing building in its location and by repairing the deteriorated historic features. Lastly, he stated that his company has strived through this proposal to present a good development option, taking into consideration the history of the site and the condition of the existing heritage building. He offered his time at the end of the meeting for any other questions.

Ms. Wheaton opened the floor for comments and questions.

#### **4. Questions/Comments**

**Susan McCurdy** advised that she did not receive notification.

Ms. Wheaton stated that she would take her information and add it to the list.

Susan McCurdy asked if these units were going to be rentals or if they were to be owner occupied.

Mr. Saleh advised that the units are zoned Multi-use Residential and it would depend on the market at the time. HRM guidelines do not specify that they have to be condominiums or rentals. He also stated that the units are family type units. Two bedrooms plus dens and townhouses that are three level, not your average apartment building.

Ms. Wheaton stated that the planning process does not look at whether or not the building will be owned or rented.

**Michael McCurdy** asked who actually makes the decision as to whether or not the heritage value of the property has been diminished by this new structure.

Ms. Wheaton advised that it would go to the Heritage Advisory Committee (HAC). Also, Regional Council, after they make their decision as to whether is a substantial alteration that is acceptable, will have input on it. Initially it would be the Planning department who would make recommendation based on the policy, in consultation with Heritage Planning. The DA would get approved by Community Council. They would actually have the final say. She gave her contact information and advised that this would also be taken into consideration.

**Allen Ruffman**, Ferguson's Cove, stated that the top floor looks like it was added as an after thought. He asked if the building on the right could have a peak roof and the condominium have additional space, leaving thirteen apartments. The thirteenth unit would then have an additional study or something in the peak roof. He believes it would look nicer and quotes that the building on the right looks like "A Spryfield walk up that's avoiding sprinklers".

Mr. Saleh stated that the top level is two units, not one. The building was designed to be compatible and distinguishable with the existing dwelling, not to replicate it.

**Fran Gregor** believes that the proposal overwhelms the whole property and no longer maintains the integrity of the street scape. She inquired about the entrance of the townhouse at the bottom, on the back of the property.

Mr. Saleh stated that it is accessed by gray stone pavers and pointed it out on the chart.

Ms. Gregor asked where people are to place their green compose bins and what is the proximity to the cabin on 1029 Tower Road .

Mr. Saleh advised that the green bins location was a good point as he wasn't sure and that it is ten feet away from the property in question.

**John Lazier** quoted the MPS policy (CH-1). He stated that the development should maintain the integrity of any municipally registered heritage property. He believes that the addition on the west side includes windows with curved tops which imitates the windows in the heritage house. The mimicking sends a confusing message about what is old and what is new. He would like to see the

new building more modern than the heritage property so you can tell them apart. The east side has a mansard roof but he believes it should have a peek roof like the west side in order to create some integrity within the group. This would illustrate respect for the heritage house. CH-1 (c) states the significant architectural or landscaping features are not removed or significantly altered. He feels the main landscaping features have been altered. The sixty four by one hundred foot long garden will be changed into a parking lot and the large elm and ash trees in the back have vanished. These features are important to the property. The garden separates the house from the street by an unusual one hundred and twenty feet. The setback is an essential feature of the house often generating comments some suggesting a haunted house. Replacing the garden with a parking lot will remove the only green space on the property. This will be a great loss to the street scape. CH-1 (f) states that the redevelopment of the municipally registered heritage property or any additions shall respect and be subordinate to any municipally registered heritage property on the site by conserving the heritage value and character defining elements. Placing a new addition on a non character defining portion of the structure and limiting its size and scale in relationship to the heritage property. The diagrams for the proposed development (especially on the west and east sides), clearly, are not subordinate to the heritage property. The fronts of both additions are approximately twenty feet in front of the heritage property which places the heritage house in a subordinate position to the two additions. Also, the mass of the eastern addition dominates the view from the street and forces the heritage house into a subordinate position. He believes the additions should be reduced in size a the designs must be more sympathetic to the Heritage house. He would also like the garden and trees to be preserved.

**Peter McCurdy** thinks the development is not attractive but believes that with a little extra money invested, the architect might get the maximum amount of rooms buy rearranging the heritage house to the front. He states that the development looks clumsy and looks like it came out of a “Piercy’s” catalogue. He thinks there should be a more sympathetic approach that enhances the appearance of the city and the streetscapes.

Mr. Saleh advised that the possibility of relocating the house to the front was investigated and it is not possible because structurally the building is in no shape to be located and secondly, the size of the building would consume almost the whole grid. This would render anything in the back to be undeveloped because there is no fire access to the back. Thirdly there are merits in keeping the building in the back as that is how it has always been, which retains the heritage value of it staying in the back with a view from Inglis Street.

**Peter Delefes**, Head of Saint Margarets Bay, states that he grew up in the area, taught schools and was the MLA at one time. This area is important for him. He hopes that the site consideration won’t go anywhere as the past site considerations didn’t go anywhere. He views the development as excessive and believes it lacks imagination and impacts the integrity of the heritage building. Also he stated that the building on the left looked like a barn structure. The additions should be subordinate to the heritage building but they are actually overwhelming. He hopes the architect will go back to the drawing board and come up with something more appropriate and sympathetic to the existing heritage building.

**Janet Morris** reiterated that the building is not subordinate. She is disturbed by the landscaping. She would have liked to have the wings of the building set back and the building brought forward. She would also like to see a huge tree planted in front of the new additions to soften the effect.

**Jim MacFadgen** stated that he detests the parking lot. Asphalt will deteriorate and garbage will accumulate. He wants to know if the parking lot can just be forgotten about.

**Blair Beed** thinks that this is another example of Halifax's lose care of heritage resources that other jurisdictions would not consider, however, this sight allows fourteen units. He wonders if this is correct.

Ms. Wheaton advised that it is correct.

Mr. Beed stated that the two footprints combined are bigger than the original house. He also stated that the house would remain visible from Tower Road but not as the current view and could be blocked by another fourteen unit building, if this is approved. He states that this is an anomaly, as stated earlier by the staff member, but that is a part of Victorian Halifax. There are many little anomalies which make it more interesting than any blueprint. He is concerned about the little cottage on Tower Road. He asked about the amount of windows that were going on the new structure.

Mr. Saleh stated that the windows will replicate the heritage property.

Mr. Beed asked if HRM staff has considered the financials of this project to say that there will be enough money coming in to prevent the house from falling in the basement twenty years from now.

Ms. Wheaton advised that it is up to the developer to maintain the property.

Mr Beed asked about the balconies that have been added with the development as they are not original.

Mr. Saleh stated that the property was purchased by his client in the summer with the balcony and it will be kept.

Mr Beed mentioned the relocation of the house forward and questioned if it was possible.

Mr. Saleh stated that it was not.

Mr. Beed asked if the basement will have a unit.

Mr. Saleh stated that does not and will not have a unit in the basement.

Mr. Beed stated that the roof on the right should go, as it looks terrible from the nineteen sixties. Also the parking lot should not be there as it is not required and is a "Tim Horton's / MacDonald's" feature that takes away from the Victorian street scape.

Allen Ruffman thinks that a lot of the downtown residential buildings are not using one unit per space (parking). He believes that the main point of the property is the long walk through the parking lot which is not what Victorian Halifax is about.

**Catherine Lazier** lives on the right hand side of the property in question. She shares a garden and trees with the property. She is worried about that. She is concerned about keeping there original trees. She worries about the garbage collection. She wanted to know if balconies will be used to store garbage. She believes that it is really important to have a place to have rat free storage as there has been problems with other surrounding properties in the past.

**Phil Pacey** believes the Heritage Policy is more important than the 6.8 Policy as it is more detailed. The Heritage Policy states that the integrity should be kept and the heritage features should preclude any addition. He believes the number of units should be drastically reduced. It would be a predominant addition, not a subordinate one. The provisions of the zone should be looked at very closely because it has a maximum number of units but it doesn't have an allowance of fourteen units. That provision was originally designed to preserve heritage buildings. The front of the building has to be kept in tack and the any additions are directed to the rear. He thinks this development requires a new look and a fresh start.

**Robin Lee** commented regarding the parking. He thinks that underground parking would resolve the parking problems that would affect the street scape on Inglis street. He feels the heritage building is clearly subordinate to the two new buildings and the roof line could be improved to fit in with the existing street scape. He wonders about the existing condition and if it should be brought to the attention of the By-law people to see if they would do anything about it. He thinks the use of large trees and landscaping should be considered in the front as well as the trees on the east side of the property should be conserved.

Michael McCurdy feels that the heritage value would be diminished as a result of this proposal.

Susan McCurdy states that as an invested home owner, that has replaced rotten wood in the front of her home, she is not happy about someone coming in and buying this dilapidated house to make a quick buck.

**Councillor Sue Uteck** thanked everyone for attending the meeting and noted that all comments were very relevant and appreciated. She noted that she has been dealing with this property since nineteen ninety-nine, dealing with three proposals. The house cannot physically be moved to the front of the street as it is physically impossible and rejected by the neighborhood. The house was offered to the heritage trust but again this was rejected. This is her favorite house in the city and she wasn't there to comment on the proposal but to work closely with the developer. She doesn't think the proposal is quite there yet but does know that something will eventually be built there. The Gross Floor Area Ratio (GFAR) limits the number of habitable rooms in the house. This is not a concern with the proposal. Her concern is what to do to highlight the house. The house is sinking and the current state of the garden, is a parking lot (for all intensive purposes). There is no garden. She would like the community to support her with the final proposal to say "We don't need parking". She would like to see more open space. The developer is only asking for parking as it is a requirement. The

developer is working within the current rules. She advised the community to send comments to HRM staff as they will pass any information on to the developer. She asks if the community wants heritage realism or a facade. She believes that the meeting was a great beginning for a good discussion. This is the fourth or fifth try so only something positive can come from this. It is a win, win situation. She stated that something will be built so the community should come together. She thanked everyone for coming.

Mr. Saleh advised that the developer isn't in it for a quick buck and he was happy to hear some good comments concerning the development, such as, the tree situation, the parking, the roof line and the garbage. He stated that he would take that back to the architect so he can come back with these concerns addressed. He stated that he is committed to working with the people and provided his contact information.

Ms. Wheaton gave her contact information and encouraged people to contact her as she has to write a report for recommendation for or against the proposal. It is very important to work together to come to a mutually agreeable solution that can be brought forward to council that everyone feels positive about.

**5. Closing comments**

Ms. Wheaton asked for any other questions and thanked everyone for attending the meeting.

**6. Adjournment**

The meeting adjourned at approximately 8:16 p.m.