

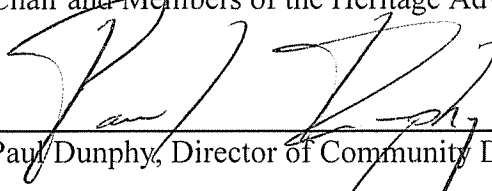


PO Box 1749  
Halifax, Nova Scotia  
B3J 3A5 Canada

7.1

Heritage Advisory Committee  
October 24, 2007

**TO:** Chair and Members of the Heritage Advisory Committee

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

**DATE:** October 2, 2007

**SUBJECT:** H00208 - Subdivision of 1572 Barrington Street / 1575 Argyle Street,  
Halifax

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**ORIGIN**

Application by the owner, Chris Tzanateas, per 3000425 Nova Scotia Limited, to subdivide 1572 Barrington Street/1575 Argyle Street (former NFB Building & Argyle Bar & Grill)

**RECOMMENDATION**

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

1. Approve of the subdivision of 1572 Barrington Street/1575 Argyle Street creating Lots CPR-E1 and CPR-E2, as shown on subdivision application file # 13933; and
2. Approve an amendment to the 1997 Heritage Agreement respecting the stabilization and retention of the facade of 1572 Barrington Street whereby the Schedule "A" property description is amended to apply only to Lot CPR-E1.

**BACKGROUND**

The subject property is an “L” shaped lot running between Barrington and Argyle Streets with frontage on both streets (see Map 1). On Barrington Street, the property is occupied by the facade of the former National Film Board (NFB) Building and, on Argyle Street, by the Argyle Bar & Grill (see photos in Attachment A). The proposed subdivision would divide the property into two lots, one fronting on Barrington Street, the other on Argyle Street (see Map 2).

The property was registered as a municipal heritage property in 1985. The heritage designation was based on the age of the building - the former St. Mary’s Young Men’s Total Abstinence and Benevolent Society Hall fronting on Barrington (built in 1891) and the Argyle Street addition (built in 1915); its architecture (designed in a distinctive, Second Empire style); its historical association with St. Mary’s Basilica; and its long association with the Cinema. The building housed Halifax’s first movie theatre - the Nickel Theatre, which opened in 1907 and was later operated as the Imperial Theatre (1914- 1932) and the Family Theatre (1932-61). The NFB took over the premises in 1966 and used the building for offices, screening rooms, and a film library for thirty years until it burned in a disastrous fire in 1991.

The original building fronting on Barrington was severely damaged in the 1991 fire and the bulk of it had to be demolished. In 1993, a development agreement was approved for a new building incorporating the old facade, but this development never commenced and the agreement expired in 1995. However, in 1997 a heritage agreement was approved under which the Municipality agreed to stabilize and shore up the facade and the owner agreed not to demolish it. This agreement is still in effect and the facade still stands today awaiting restoration and re-integration into a new building. The 1915 addition fronting on Argyle Street was also severely damaged in the fire and the upper three storeys were demolished, but the basement and first floor levels were repaired and put back into use. The Argyle Bar & Grill occupies this space today.

The present owner acquired the property in 2004. In 2006 he made a preliminary application for a development agreement to construct a new five-storey, mixed use building incorporating the old facade with new commercial use on Barrington at street level, the Argyle Bar & Grill at street level on Argyle, and residential units above. This project, however, is on hold.

The subdivision application has been made to enable the Barrington Street portion of the project to be financed and developed separately from the Argyle Street portion. The question before Council from the heritage perspective is whether the proposed subdivision will affect the heritage value of the registered property.

## **DISCUSSION**

### ***Effect of Proposed Subdivision on Heritage Value***

HRM's Guidelines for the Alteration of Registered Heritage Properties require any subdivision of heritage property to be reviewed by Regional Council (see Attachment B). However, the guidelines relate only to building alterations and provide no effective guidance to applications that involve changes to property boundaries alone.

In this case, the proposed subdivision will not in itself alter the physical character or heritage value of the property. It will simply create a property division to facilitate re-financing and re-development of the site in two stages. Evaluation of the compatibility of any new structures would come in future, when a new development agreement application is made.

### ***Land Use Bylaw and Building Code***

The property is located in the General Business (C-2) Zone in which there is no minimum lot size and no minimum front, side, or rear yard requirement. Therefore a new building or buildings could be built right up to the property lines, subject to the requirements of the Building Code for fire separations, emergency exits, etc. In this case, the subdivision plan has been referred to Building Inspection and has been found acceptable.

### ***Heritage Agreement for NFB Facade***

The 1997 Heritage Agreement essentially states that, in return for the Municipality paying for the stabilization of the Barrington facade, the owner agreed not to demolish the facade and the Municipality received an interest in the real property, equivalent to the value of the cost of stabilization. While the text of the agreement refers only to the civic address of the facade (1572 Barrington), the property description attached to the agreement encompasses the entire existing lot (see copy of agreement and Schedule "A" in Attachment C). Given that the focus of the agreement is the Barrington Street facade, if the property is divided into two lots, it is appropriate to amend the agreement so that it applies only to the Barrington Street lot (CPR-E1) and does not continue as an encumbrance on the Argyle lot. This would be done simply by replacing the existing Schedule "A" with a new property description for lot CPR-E1.

### ***Status of Heritage Registration Following Subdivision***

The proposed subdivision would not change the registered heritage status of the property. Both new lots would remain registered heritage properties. Their historical associations and their existing physical character would remain unchanged.

### ***Summary***

The existing property can be subdivided into two lots without affecting the heritage value and heritage registration status of the site. Staff therefore recommend that the application be approved.

**BUDGET IMPLICATIONS**

There are no budget implications for this application. The costs to process this application are covered under the C310 operating budget.

**FINANCIAL MANAGEMENT POLICIES / BUSINESS PLAN**

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

**ALTERNATIVES**

1. Staff recommend the Heritage Advisory Committee recommend that Regional Council approve of the subdivision of 1572 Barrington /1575 Argyle Streets as outlined in this report.
2. The Heritage Advisory Committee could choose to not recommend that Regional Council approve of the subdivision. This is not recommended as it would complicate re-financing of the property and may compromise the long-anticipated restoration of the NFB facade.

**ATTACHMENTS**

- Map 1: Location Map for 1572 Barrington /1575 Argyle Streets  
 Map 2: Map Illustrating Proposed Subdivision
- Attachment A: Photos of 1572 Barrington/1575 Argyle Streets  
 Attachment B: HRM’s Alteration Guidelines for Registered Heritage Properties  
 Attachment C: Copy of 1997 Heritage Agreement, including Schedule “A” property description

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 : Bill Plaskett, Heritage Planner, 490-4663





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



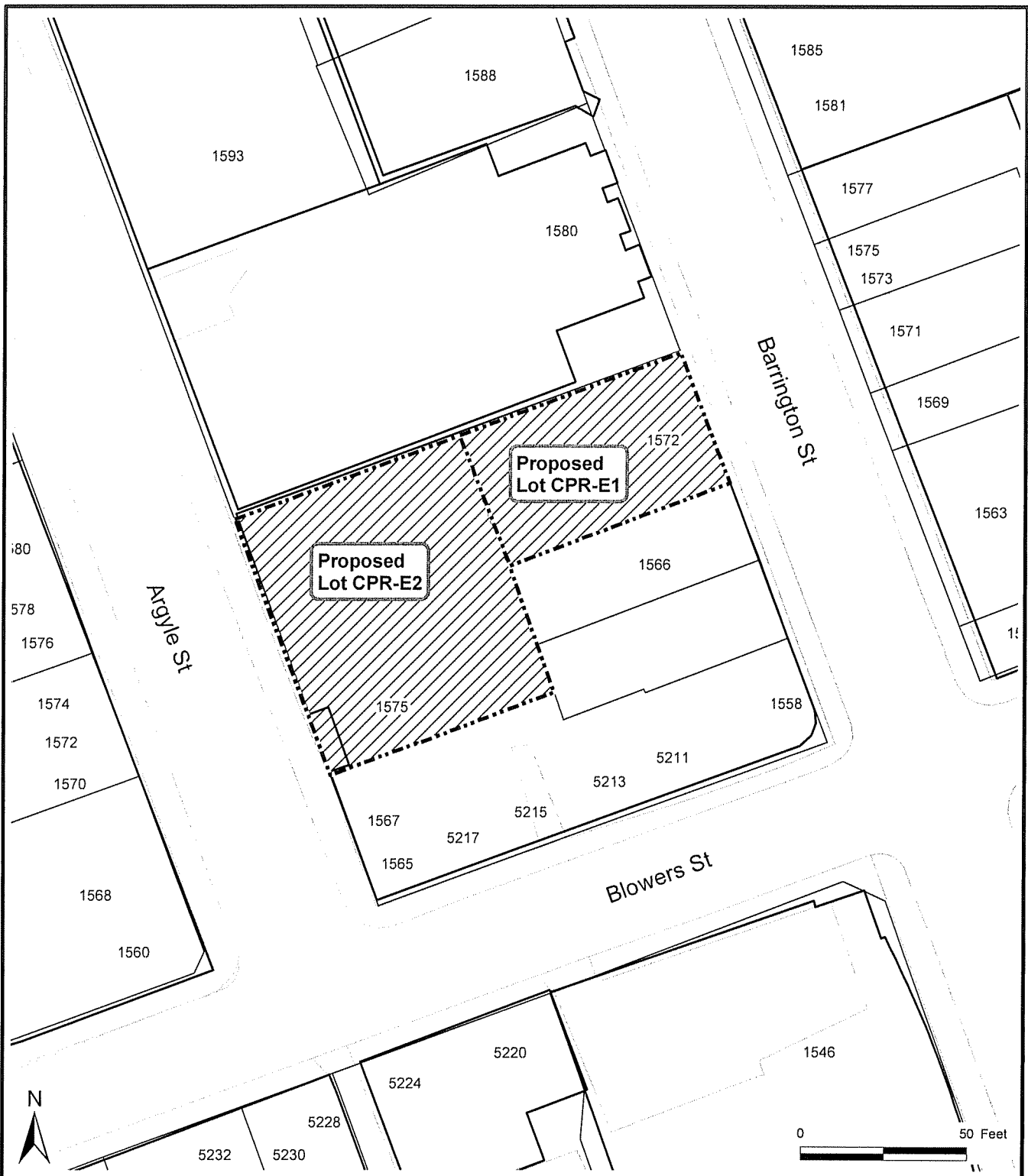
Map 1 - Location Map  
**1572 Barrington Street**  
**Halifax**

Halifax Plan Area

-  Subject property
-  Heritage property




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



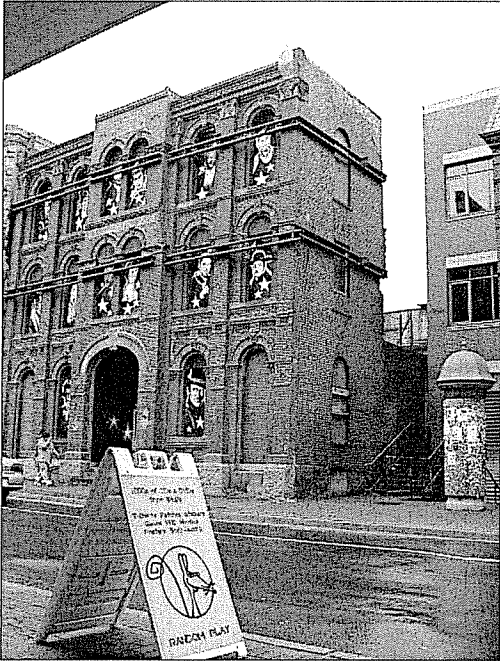
Map 2 - Detail  
**1572 Barrington Street**  
**Halifax**

Halifax Plan Area

 Proposed subdivision

**HALIFAX**  
 REGIONAL MUNICIPALITY  
 COMMUNITY DEVELOPMENT  
 PLANNING SERVICES

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



Old NFB Facade 1572 Barrington Street



Argyle Bar & Grill 1575 Argyle Street

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**BUILDING CONSERVATION STANDARDS**

The following standards will be used to assess all applications for property alteration and financial assistance. The historic character of a heritage resource is based on the assumptions that (a) the historic materials and features and their unique craftsmanship are of primary importance and that (b) in consequence, they are to be retained, and restored to the greatest extent possible, not removed and replaced with materials and features which appear to be historic, but which are in fact new.

- 1) The property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building, its site and environment.
- 2) The historic character of the property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize the property shall be avoided.
- 3) Each property shall be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding hypothetical features or architectural elements from other buildings, shall not be undertaken.
- 4) Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved.
- 5) Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize the property shall be preserved.
- 6) Deteriorated historic features shall be repaired rather than replaced. Where the severity of 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. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence.
- 7) The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible. Chemical or physical treatments, such as sandblasting, that cause damage to historic materials, shall not be used.
- 8) Significant archaeological resources affected by the project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken.
- 9) New additions, exterior alterations, or related new construction shall not destroy materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.
- 10) New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

The above-noted standards are based on the Conservation Standards used by the United States Secretary of the Interior (36 CFR 67) (1991). They are generally in keeping with most Conservation principles, including the Venice Charter (1964).



ATTACHMENT C

THIS AGREEMENT made this 16 day of July, 1997.  
BETWEEN:

CENTENNIAL REALTIES LIMITED

a body corporate, in the County of  
Halifax, Province of Nova Scotia  
(hereinafter called the "Owner")

OF THE FIRST PART

- and -

HALIFAX REGIONAL MUNICIPALITY,

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

OF THE SECOND PART

WHEREAS the Owner owns certain lands in the Halifax Regional Municipality known as Civic Number 1572 Barrington Street (hereinafter called "NFB Building") more fully and particularly described in Schedule "A" hereto annexed.

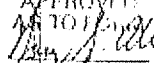
AND WHEREAS the land and NFB Building have been registered in the Halifax Regional Municipality Registry of Heritage Property pursuant to the Heritage Property Act, S.N.S., 1980, c. 8 and Ordinance H-200, The Heritage Property Ordinance.

AND WHEREAS Section 20 of the Heritage Property Act authorizes a Municipal Council to enter into agreements with the owners of the Municipal Heritage Properties respecting their use, preservation and protection.

AND WHERE AS the Owner and the Halifax Regional Municipality desire to conserve the historic, architectural, aesthetic, and scenic character and condition of the NFB Building, sited on the registered heritage property, identified by Civic Number 1572 Barrington Street, in the community of Halifax;

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the sum of One Dollar (\$1.00) of lawful money of Canada now paid by the Municipality to the owner (the receipt of which is hereby acknowledged), and for other valuable consideration, the Owner and the Halifax Regional Municipality agree to the following terms and conditions:

- I The parties hereto agree that the North and East facades of the NFB Building are to be stabilized in accordance with the Investigation of the Masonry Facade dated April 1997 by Campbell Comeau Engineering Limited, herein after called the "Work" and the municipality will acquire an interest in the property, equivalent to the cost of the Work. The terms and conditions of the agreement related to the Work are as follows:
  - (a) The Municipality will be responsible for the payment of the cost of the Work up to but not exceeding one hundred and sixty one thousand dollars (\$161,000.00) associated with stabilizing the North and East facades of the NFB Building as per the Investigation of Masonry Facade (see Appendix #2), dated April 1997, by Campbell Comeau Engineering Limited, with the work completed in two phases described in Section 7 of this agreement.
  - (b) The Municipality will be responsible for the payment of professional consultant fees associated with the Work up to but not exceeding fourteen thousand nine hundred

APPROVED:  
AS TO:   
Municipal Solicitor

and fifty (\$14,950.00) associated with the provision of engineering services to stabilize the North and East facades of the NFB Building as per the Fee Proposal Letter, dated May 1, 1997 from Campbell Corneau Engineering Limited (see Appendix #3);

- (c) The Municipality will acquire a real property interest in the registered heritage property identified by Civic Number 1572 Barrington Street, in the community of Halifax, Nova Scotia, equal to the lesser of one hundred and seventy five thousand nine hundred and fifty dollars (\$175,950.00) as referred to in paragraphs 1(a) and 1(b) herein, or the actual cost (including the GST) of completing the work recited in the Investigation of Masonry Facade and the actual cost of the engineering fees (including the GST) described in the Fee Proposal Letter, dated May 1, 1997;
  - (d) The Municipality agrees to release its interest in the registered heritage property identified by Civic Number 1572 Barrington Street, in the community of Halifax, Nova Scotia, on payment of an amount equal to the lesser of one hundred and seventy five thousand nine hundred and fifty dollars (\$175,950.00) as referred to in paragraphs 1(a) and 1(b) herein, or the actual cost (including the GST) of completing the work recited in the Investigation of Masonry Facade and the actual cost of the engineering fees (including the GST) described in the Fee Proposal Letter, dated May 1, 1997.
2. The Owner covenants and agrees that it shall not demolish the NFB Building or alter its exterior appearance in any manner without the written consent of the Halifax Regional Municipality and the owner expressly waives its rights under Section 18 of the said Heritage Property Act to make any alteration or carry out demolition as provided therein;
  3. The Owner, for itself, its successors and assigns, covenants that it shall at all times maintain the facade in as good and sound a state of repair as a prudent owner would normally do, to ensure that no further deterioration of the basic structural elements, external condition or appearance of the NFB Building shall take place.
  4. If the Halifax Regional Municipality's Building Inspector is of the opinion acting reasonably that the exterior of the NFB Building is deteriorating or has been neglected by the Owner, the Halifax Regional Municipality may, in addition to any of its other legal and equitable remedies, serve on the Owner and any registered encumbrancer a notice setting out particulars of the deterioration and need for repair. If the Owner disagrees as to the need for repair by letter to the Halifax Regional Municipality within fourteen (14) days of receipt of the aforementioned notice, Halifax Regional Council shall review the matter, and in its discretion, serve on the Owner a further notice setting out the particulars of the deterioration and the need for repair. The Owner shall have thirty (30) days from receipt of the later notice to make the necessary repairs or make arrangements satisfactory to the Halifax Regional Municipality for the carrying out of the repairs. If within those thirty (30) days the Owner has not made the said repairs, or made arrangements satisfactory to the Halifax Regional Municipality to make said repairs, or if the Owner does not carry out the said arrangements within a reasonable period of time, of which the Halifax Regional Municipality shall be the sole and final judge, the Halifax Regional Municipality shall serve the same notice on any and all Encumbrancers of the NFB Building, and the Encumbrancers shall have fifteen (15) days from receipt of such notice to make the necessary repairs, or, make arrangements to make said repairs satisfactory to the Halifax Regional Municipality. If within these fifteen (15) days the Encumbrancers have not made

5. The failure of the Halifax Regional Municipality at any time to require performance by the Owner of any obligation under this Agreement shall in no way affect its right thereafter to enforce such obligation, nor shall the waiver by the Halifax Regional Municipality of performance of any obligation hereunder be taken or be held to be a waiver of performance of the same or any other obligation hereunder at any later time; the Halifax Regional Municipality or its representatives shall be permitted at all reasonable times to enter upon the NFB Building and inspect the building upon prior written notice to the Owner of at least forty-eight (48) hours
6. The Halifax Regional Municipality desires periodically to make a written and visual record of the external appearance of the NFB Building. The Owner herein agrees that it shall fully cooperate with the Halifax Regional Municipality and shall make the NFB Building available for that purpose and the Halifax Regional Municipality agrees to give prior written notice to the Owner of at least forty-eight (48) hours of its intention to attend on the site for the creation, development or maintenance of said record
7. Time shall be of the essence of this Agreement. The work shall be carried out in two Phases described as follows: Phase One- Stabilization of North Facade abutting Neptune property (immediately upon signing of agreement); Phase Two- Stabilization of East Facade abutting Barrington Street (to follow directly after Phase One). HRM shall ensure all work is to be completed before December 31, 1997.
8. The Owner and Halifax Regional Municipality agree that all covenants, warranties and conditions contained in this Agreement shall be severable, and that should any covenant, warranty or condition in this Agreement be declared invalid or unenforceable, the remaining covenants, warranties and conditions shall not terminate thereby
9. Any notices to be given under this Agreement shall be delivered to the parties at their respective addresses, and their current addresses are:

The Owner: Centennial Realities Limited  
1571 Argyle Street  
Halifax, N.S.  
B3J 2B2

The Municipality: Halifax Regional Municipality  
PO Box 1749  
Halifax, N.S.  
B3J 3A5

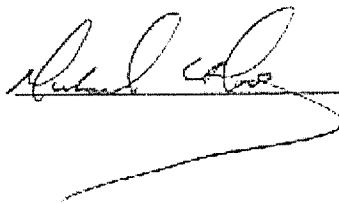
Attention: Municipal Clerk


10. Except in the event of an interruption in the postal service, any notice to be given under this Agreement shall be delivered in person or sent by pre paid registered mail addressed to the parties at their respective then current addresses. In the event that a notice is delivered in person, the party receiving the notice shall forthwith indicate receipt of the notice by signing a form of acknowledgement of receipt, and in that event, the notice shall be deemed to have been received on the date on which the form of acknowledgement of receipt was signed. In the event that a party refuses to sign an acknowledgement of receipt of the notice, the person delivering

11. Notice of this Agreement shall be inserted by the Owner in any subsequent deed or other legal instrument by which the Owner divests itself of any interest in the NFB Building. The parties herein agree that this Agreement shall be recorded in the Registry of Deeds in and for the Municipality of the County of Halifax, and shall remain in full force and effect until amended with mutual consent of the Owner or its ultimate successor in title.
12. The Owner shall immediately notify the Halifax Regional Municipality in the event that it divests itself of any interest in the NFB Building.
13. This agreement shall not come into force or effect nor bind the parties unless and until authorized by Council and a copy of such Order shall be attached to and become part of this agreement as Appendix #1
14. It is expressly understood that this agreement runs with the property and the rights and obligations of the owner as set out herein shall pass with the property to subsequent owners. As each owner divests himself of the property, he is relieved of all liability under this agreement.

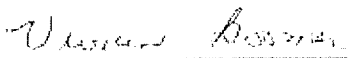
IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals on the day and year first above written

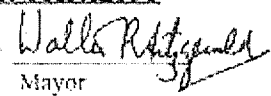
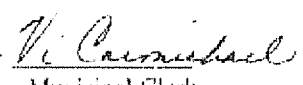
SIGNED, SEALED AND DELIVERED  
in the presence of



)  
) Centennial Realties  
) Limited  
)  
) Per   
)  
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) Per \_\_\_\_\_  
)  
)  
) Per \_\_\_\_\_  
)  
)  
) Per \_\_\_\_\_  
)

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



) HALIFAX REGIONAL  
) MUNICIPALITY  
)  
) Per   
) Mayor  
)  
)  
) Per   
) Municipal Clerk

SCHEDULE 'A'

ALL that lot, piece and parcel of land 31172, being and situate 499, 490, 488, 487 and Argyle Streets, in the City of Halifax, and County of Halifax, the said property being more particularly described as follows:-

BEGINNING at the north eastern corner of the property now or formerly owned by Estate of William E. Brander, the said point being situate 81 feet more or less northwardly from the northern line of Mowbray Street, measured along the western side of Barrington Street;

THENCE westwardly along the northern boundary of the Brander property aforesaid 70 feet and seven tenths of a foot (70.7') more or less, or to the north western corner of the Brander property;

THENCE southwardly along the western boundary of the Brander property, 40 feet and 5 tenths of a foot (40.5') more or less, to the northern boundary of the property now or formerly owned by one Solas Joseph;

THENCE westwardly along the said Solas Joseph boundary, 21 and one tenth of a foot (21.1') more or less or to the eastern boundary of the property now or formerly owned by the Estate of Earl Garton;

THENCE northwardly along the said Garton boundary, 17 feet (17') more or less, or to the northern boundary of the Garton property aforesaid;

THENCE westwardly along the said northern boundary 51 feet and two tenths of a foot (51.2') more or less, to the eastern line of Argyle Street;

THENCE northwardly along the eastern line of Argyle Street, 53 feet and 0 tenths of a foot (53.0') more or less, or to the southern boundary of the property now or formerly owned by the City Club Building Co.;

THENCE eastwardly along the southern boundary of the property of the City Club Building Co. 143 feet and seven tenths of a foot (143.7') more or less, or to the western line of Barrington Street;

THENCE northwardly along the western line of Barrington Street forty-two (42) feet more or less, to the place of beginning;

EXCEPTING therefrom an undivided lot of land beginning at the northeastern corner of the Garton lot;

THENCE westerly along the northern line of the Garton lot, sixteen feet (16');;

THENCE northerly at right angles, three feet (3');;

THENCE easterly parallel to the Garton lot, sixteen feet (16');;

THENCE southerly at right angles three feet (3') to the place of beginning, the said lot to be held in common between St. Mary's Y.M.C.A. & B. Society and the Estate of Earl Garton and not to be built upon by either party or the heirs and assigns of either party, agreeable to a plan attached to a Deed from St. Mary's Y.M.C.A. & B. Society, to Argyle Estates Limited, dated the 1st day of April, 1938, and registered in the Registry of Deeds Office in Book 739, Page 125.

Being those lands and premises conveyed by The Family Trustee Limited to Franklin and Herschorn Limited, by Deed dated the 10th day of December, 1947, and recorded in the Registry of Deeds at Halifax on the 30th day of November, 1947, in Book 266 at Page 477.