7.1.1

HALIFAX
REGIONAL MUNICIPALITY

PO Box 1749
Halifax, Nova Scotia
B3J 3A5 Canada

Heritage Advisory Committee - February 24, 2010
District 12 PAC - February 25, 2010

TO: Chair and Members of the Heritage Advisory Committee
Chair and Members of the District 12 PAC

SUBMITTED BY: Paul Dunphy, Director of Community Development

DATE: January 13, 2010

SUBJECT: **Case 01319: Development Agreement - 5896 Spring Garden Road and 1489 Carlton Street**

ORIGIN

Application by Geoff Keddy & Associates for lands of Spring Garden Towers Incorporated and Sandy Rutledge to discharge the existing development agreement for 5896 Spring Garden Road and to enter into a new development agreement for 5896 Spring Garden Road and 1489 Carlton Street, Halifax, to expand the existing coffee shop use (Just Us! Coffee).

RECOMMENDATION

It is recommended that Heritage Advisory Committee consider the proposed change of use described in this report in relation to its impact on the registered heritage property located at 5896 Spring Garden Road and 1489 Carlton Street, Halifax, and recommend that Peninsula Community Council approve entering into the proposed development agreement, included as Attachment A of this report.

It is recommended that District 12 Planning Advisory Committee recommend that Peninsula Community Council:

1. Give Notice of Motion to consider the proposed development agreement, as described in Attachment A, to permit a restaurant/coffee shop within the registered heritage properties located at 5896 Spring Garden Road and 1489 Carlton Street, Halifax, and schedule a public hearing.

2. Approve the development agreement, included as Attachment A of this report.

3. Require the agreement be signed within 120 days, or any extension thereof granted by Council on request of the applicant, from the date of final approval by Council and any other bodies as necessary, including applicable appeal periods, whichever is later; otherwise this approval will be void and obligations arising hereunder shall be at an end.

4. Discharge the existing development agreement that applies to 5896 Spring Garden Road, to take effect upon the registration of the new development agreement.

BACKGROUND

The application is to allow for Just Us! Coffee to expand the coffee shop/restaurant currently located at 5896 Spring Garden Road , Halifax (corner of Spring Garden Road and Carlton Street; see Map 1) to the abutting property, 1489 Carlton Street. Both semi-detached buildings are municipally registered heritage properties. Two residential units would be maintained upstairs at 1489 Carlton Street.

DISCUSSION

Municipal Planning Strategy Policies

Both subject properties are located within the R-2 (General Residential) Zone and are designated Medium Density Residential under the Generalized Future Land Use Map for the Peninsula Centre Detailed Area Plan (see Maps 1 and 2). The current zoning regulations allow for R-1 (Single Family Dwelling) Zone uses, semi-detached, duplex dwellings and buildings containing not more than four apartments. Restaurant uses, which can include coffee shops, are not a permitted use within the R-2 Zone.

However, Policy 6.8 of the Halifax Municipal Planning Strategy (MPS) states the following:

> *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.*

In considering a development agreement application under Policy 6.8, Council is directed to assess the proposal with regard to a set of criteria (see Attachment C). These evaluation criteria are concerned with the impact of the proposed change on the heritage value and integrity of the registered building and on adjacent uses (traffic generation, noise, hours of operation, parking).

Evaluation of Proposal and Development Agreement

The municipally registered heritage property located at 5896 Spring Garden Road has been occupied by Just Us! Coffee since2007, without any noticeable impact on the heritage value of the property or the integrity of Carlton Street as a registered heritage streetscape. The proposed expansion of the existing coffee shop/restaurant into the municipally registered building located at 1489 Carlton Street is not expected to cause any negative impacts to the heritage value of the building, the integrity of the Carlton Street heritage streetscape, or on adjacent uses.

The main entrance to be used to access the interior of the coffee shop/restaurant will continue to be located on Spring Garden Road and is not visible from Carlton Street. The doors on Carlton Street will continue to be used as secondary entrances and exits. No external alterations are being proposed as part of this application.

In an attempt to minimize the impact on adjacent residential uses, the draft development agreement, as described in Attachment A:

- ensures that refuse containers and propane tanks are adequately screened;
- restricts the hours of operation to between 7:00 am and 10:00 pm; and,
- places restrictions on deliveries to the building and the collection of refuse and recyclables.

It is anticipated that most customers who will frequent the establishment will live in the surrounding neighbourhood and will walk there. However, an ample amount of on-street parking does exist in the immediate area to serve the needs of those travelling by car. A private driveway off Carlton Street will continue to accommodate deliveries and staff parking.

Discharge Agreement

In conjunction with the application for a new development agreement covering both 5896 Spring Garden Road and 1489 Carlton Street, Council is being asked to discharge the existing development agreement which applies to 5896 Spring Garden Road. Staff advise that discharging the existing agreement and entering into a single, new development agreement for both properties is more efficient than amending the existing agreement to expand it to a second property. It is important to note, however, that the provisions contained in the original agreement have already been carried through or brought forward under the proposed agreement.

Public Information Meeting/Area of Notification

A public information meeting for this application was held on October 8, 2009. Minutes of this meeting are provided as Attachment D of this report. Should Community Council decide to hold a public hearing, in addition to published newspaper advertisements, property owners in the area shown on Map 1 will be sent written notification.

Conclusion

The proposal satisfies the applicable policies of the Halifax MPS (Attachment C) and as such, it is recommended that Peninsula Community Council approve the draft development agreement.

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 approved budget with existing resources.

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. Community Council may chose to approve the entire development agreement, as contained in Attachment A. This is the recommended course of action.

2. Community Council may choose to alter the terms of the development agreement. This may necessitate further negotiation with the applicant, and may require an additional public hearing.

3. Community Council may choose to refuse the entire development agreement. Pursuant to Section 245(6) of the *Halifax Regional Municipality Charter*, Council must provide reasons for this refusal, based on the policies of the MPS.

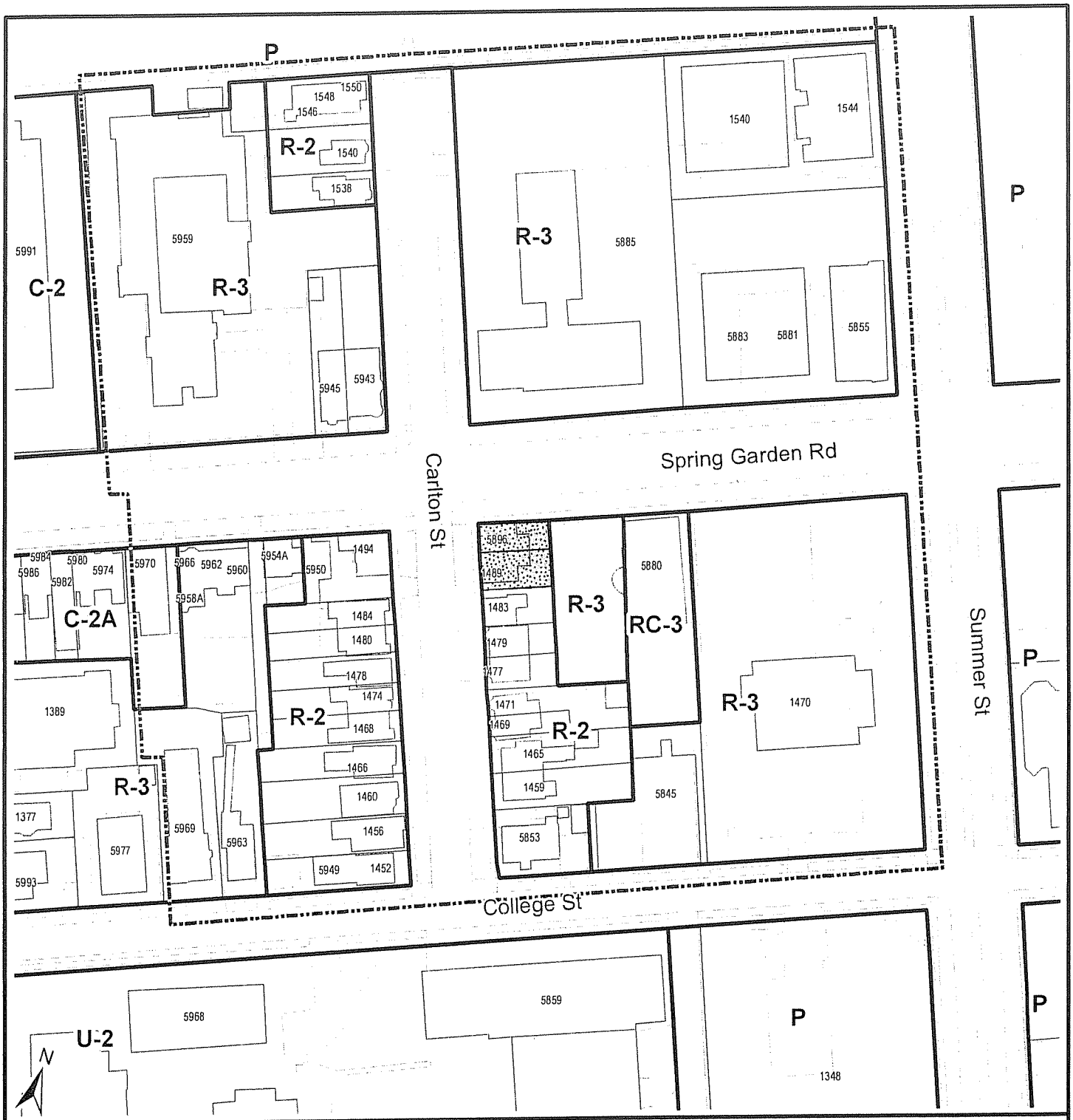
ATTACHMENTS

Map 1	Location, Zoning, and Area of Notification
Map 2	Generalized Future Land Use
Attachment A	Draft Development Agreement
Attachment B	Draft Discharging Agreement
Attachment C	Excerpts from the Halifax Municipal Planning Strategy
Attachment D	Minutes from the October 8, 2009 Public Information Meeting

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 : Luc Ouellet, Planner I, 490-3689

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



Map 1 - Location and Zoning

5896 Spring Garden Road
and 1489 Carlton Street
Halifax

Subject area

Area of notification

Halifax Peninsula
Land Use By-Law Area

Zone

R-2	General Residential
R-3	Multiple Dwelling
RC-3	High Density Residential Minor Commercial
C-2	General Business
C-2A	Minor Commercial
P	Park and Institutional
U-2	High Density University

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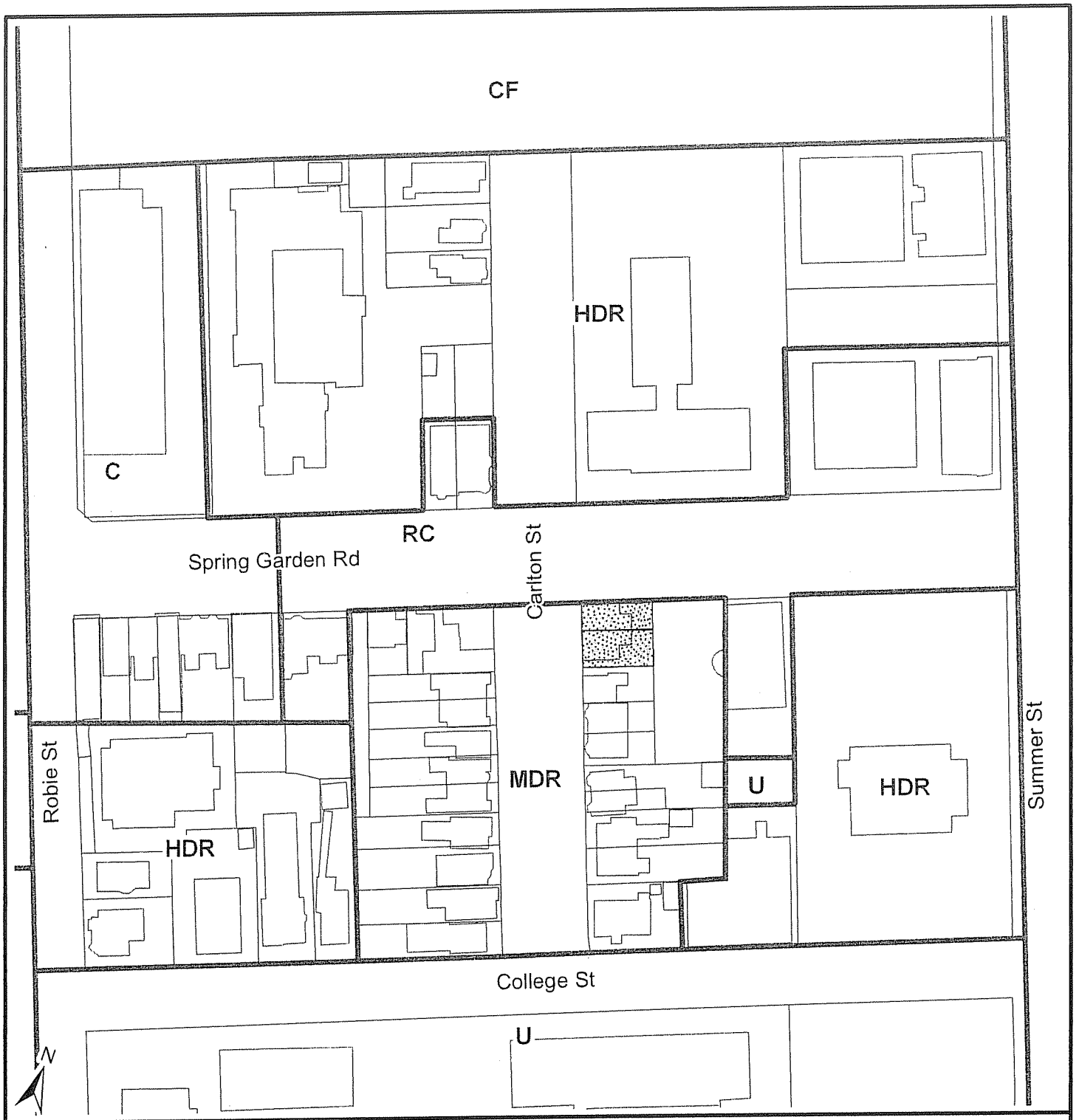
COMMUNITY DEVELOPMENT
PLANNING SERVICES

0 20 40 m

This map is an unofficial reproduction of a portion of the Zoning Map for the Halifax Peninsula Land Use By-Law Area

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



Map 2 - Generalized Future Land Use

5896 Spring Garden Road
and 1489 Carlton Street
Halifax

Subject area

Halifax Plan Area

Designation

MDR	Medium Density Residential
HDR	High Density Residential
RC	Residential Commercial Mix
C	Commercial
CF	Community Facility
U	University

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COMMUNITY DEVELOPMENT
PLANNING SERVICES

0 20 40 m

This map is an unofficial reproduction of a portion of the Generalized Future Land Use Map for the Halifax Plan Area

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

Attachment A Draft Development Agreement

THIS AGREEMENT made this day of , 2010,

BETWEEN:

SPRING GARDEN TOWERS INC.
a body corporate, in the Province of Nova Scotia

-and-

SANDY K. RUTLEDGE,
an individual, in the Province of Nova Scotia
(hereinafter collectively 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 THIRD PART

WHEREAS Spring Garden Towers Inc. is the registered owner of certain lands located at 5896 Spring Garden Road **[INSERT PID #]**, Halifax and Sandy K. Rutledge is the registered owner of certain lands located at 1489 Carlton Street **[INSERT PID #]**, Halifax, and which said lands are more particularly described in Schedule A hereto (hereinafter called the"Lands");

AND WHEREAS the Lands have been registered as municipal heritage properties pursuant to the provisions of the Municipality's *Heritage Property By-law* (H-200);

AND WHEREAS the Developer has requested that the Municipality enter into a development agreement to allow for a restaurant/coffee shop with accessory retail and office space 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 approved this request at a meeting held on [**INSERT - Date**], referenced as Municipal Case Number 01319;

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, subdivision and use of the Lands shall comply with the requirements of the Halifax Peninsula Land Use By-law and the Regional Subdivision By-law.

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 and/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 and 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 Peninsula Land Use By-law and Regional Subdivision By-law.

2.2 Definitions Specific to this Agreement

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

"Professional Engineer" means a professional, full member in good standing with the Association of Professional Engineers of Nova Scotia.

PART 3: USE OF LANDS AND DEVELOPMENT PROVISIONS

3.1 Schedules

The Developer shall develop the Lands in a manner, which, in the opinion of the Development Officer, conforms with the following Schedules attached to this agreement and the plans filed in the Halifax Regional Municipality as Case Number 01319:

Schedule A	Legal Description of Lands
Schedule B	Site Plan
Schedule C	Spring Garden Road Elevation
Schedule D	Carlton Street Elevation

3.2 General Description of Land Use

The use(s) of the Lands permitted by this Agreement are the following:

(a) A restaurant/coffee shop with accessory retail and office space; and,

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

3.3 Heritage

3.3.1 Applicability of Heritage By-law

The Municipality's *Heritage By-law* (H-200) shall continue to apply to any substantial alterations, demolition or de-registration to the heritage buildings.

3.3.2 Maintenance

3.3.2.1 The buildings shall be maintained in their current location, with no exterior alterations to occur.

3.3.2.2 All maintenance and repair of the buildings shall be conducted with the approval of the Heritage Planner, and in accordance with the Heritage Property Program Alteration Guidelines.

3.3.3 Building Code Requirements

Any new alterations to the buildings shall comply with requirements set out in the National Building Code of Canada. Any changes such as, but not limited to, doors, windows or stairwells, shall be submitted to the Development Officer and the Heritage Planner who shall review such changes prior to approval of final plans.

3.3.4 Signage

Any new sign shall be reviewed by the Heritage Planner in accordance with the "Signage on Heritage Properties: Six Basic Principles".

3.4 Lot Consolidation

3.4.1 The Developer agrees to consolidate the Lands into one (1) lot prior to making an application for a Building or Development Permit for the restaurant/coffee shop use or any other component of the development that would cross the common property line.

3.4.2 In the event that the restaurant/coffee shop use ceases in the future, the Developer shall be permitted to resubdivide the Lands to existing conditions, provided the existing common wall is fully re-established in accordance with applicable requirements.

3.5 Outdoor Storage and Display

3.5.1 No outdoor storage shall be permitted on the Lands. Refuse containers located outside the building(s) shall be fully screened from adjacent properties and from streets and sidewalks by means of opaque fencing/masonry walls with suitable landscaping.

3.5.2 Propane tanks shall be located on the site in such a way to ensure minimal visual impact from Spring Garden Road/Carlton Street and the residential property abutting the southern

property line of the Lands. These facilities shall be secured in accordance with the applicable approval agencies and screened by means of opaque fencing/masonry walls with suitable landscaping.

3.6 Solid Waste facilities

3.6.1 The site/building(s) shall be assigned a designated space for source separation services, which may be included either inside or outside the buildings.

3.6.2 All refuse, recycling, and composting materials stored outside the buildings shall be contained within suitable containers located in the rear yard of the combined Lands, which shall themselves be fully screened from adjacent properties and from streets by means of opaque fencing/masonry walls with suitable landscaping.

3.6.3 The designated spaces for source separation services shall be shown on either the building plans or the site plan and shall conform with By-law S-600 (Solid Waste Collection & Disposal).

3.7 Hours of Operation

3.7.1 The restaurant/coffee shop shall be permitted to operate between the hours of 7:00 am and 10:00 pm, seven days a week.

3.7.2 Deliveries to the buildings, and the collection of refuse and recyclables, shall occur only between the hours of 8:00 am and 5:00 pm, Monday to Friday.

3.8 Building and Site Lighting

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

3.9 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 buildings, fencing, walkways, recreational amenities, parking areas and driveways, and the maintenance of all landscaping including the replacement of damaged or dead plant stock, trimming and litter control, garbage removal and snow removal/salting/sanding of walkways and driveways.

PART 4: AMENDMENTS

4.1 Substantive Amendments

Amendments to any matters not identified under Section 4.2 shall be deemed substantive and shall only be amended in accordance with the approval requirements of the *Halifax Regional Municipality Charter*.

4.2 Non-Substantive Amendments

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

(a) Hours of operation; and,

(b) Changes to the facades of the buildings.

PART 5: REGISTRATION, EFFECT OF CONVEYANCES AND DISCHARGE

5.1 Registration

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

5.2 Subsequent Owners

This Agreement shall be binding upon the parties thereto, their heirs, successors, assigns, mortgagees, lessees and all subsequent owners, and shall run with the Lands which is the subject of this Agreement until this Agreement is discharged by the Council.

5.3 Commencement of Use

5.3.1 In the event that the restaurant/coffee shop use has not commenced within two (2) 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.

5.3.2 For the purposes of this section, commencement of use shall mean the issuance of an Occupancy Permit for the restaurant/coffee shop.

5.4 Cease of Use

5.4.1 In the event that a restaurant/coffee shop use ceases for more than twenty-four (24) consecutive months on the Lands following the issuance of an Occupancy Permit for such use, then the restaurant/coffee shop use permitted under this Agreement shall not be reinstated.

5.4.2 Prior to ceasing the restaurant/coffee shop use, the Developer shall advise the Development Officer.

5.5 Discharge

After five (5) years from the date of registration of this Agreement with the Registry of Deeds or Land Registry 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 on the condition that for those portions of the development that are deemed complete by Council, the Developer's rights hereunder are preserved and the Council shall apply appropriate zoning pursuant to the Halifax Municipal Planning Strategy and the Halifax Peninsula Land Use By-law, as may be amended from time to time.

6.0 ENFORCEMENT AND RIGHTS AND REMEDIES ON DEFAULT

6.1 Enforcement

The Developer agree that any officer appointed by the Municipality to enforce this Agreement shall be granted access onto the Lands during all reasonable hours without obtaining consent of the Developer. The Developer further agrees that, upon receiving written notification from an officer of the Municipality to inspect the interior of any building located on the Lands, the Developer agrees to allow for such an inspection during any reasonable hour within twenty four hours of receiving such a request.

6.2 Failure to Comply

If the Developer fails to observe or perform any covenant or condition of this Agreement after the Municipality has given the Developer thirty (30) days written notice of the failure or default, except that such notice is waived in matters concerning environmental protection and mitigation, then in each such case:

(a) The Municipality shall be entitled to apply to any court of competent jurisdiction for injunctive relief including an order prohibiting the Developer from continuing such default and the Developer hereby submits to the jurisdiction of such Court and waives any 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 development 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; and/or

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

WITNESS that this Agreement, made in quadruplicate, was properly executed by the respective Parties on this _____ day of _____, A.D., 2010.

SIGNED, SEALED AND DELIVERED in the presence of

_____

SPRING GARDEN TOWERS INC.

Per: _____

SIGNED, SEALED AND DELIVERED in the presence of

_____

SANDY K. RUTLEDGE

Per: _____

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

_____

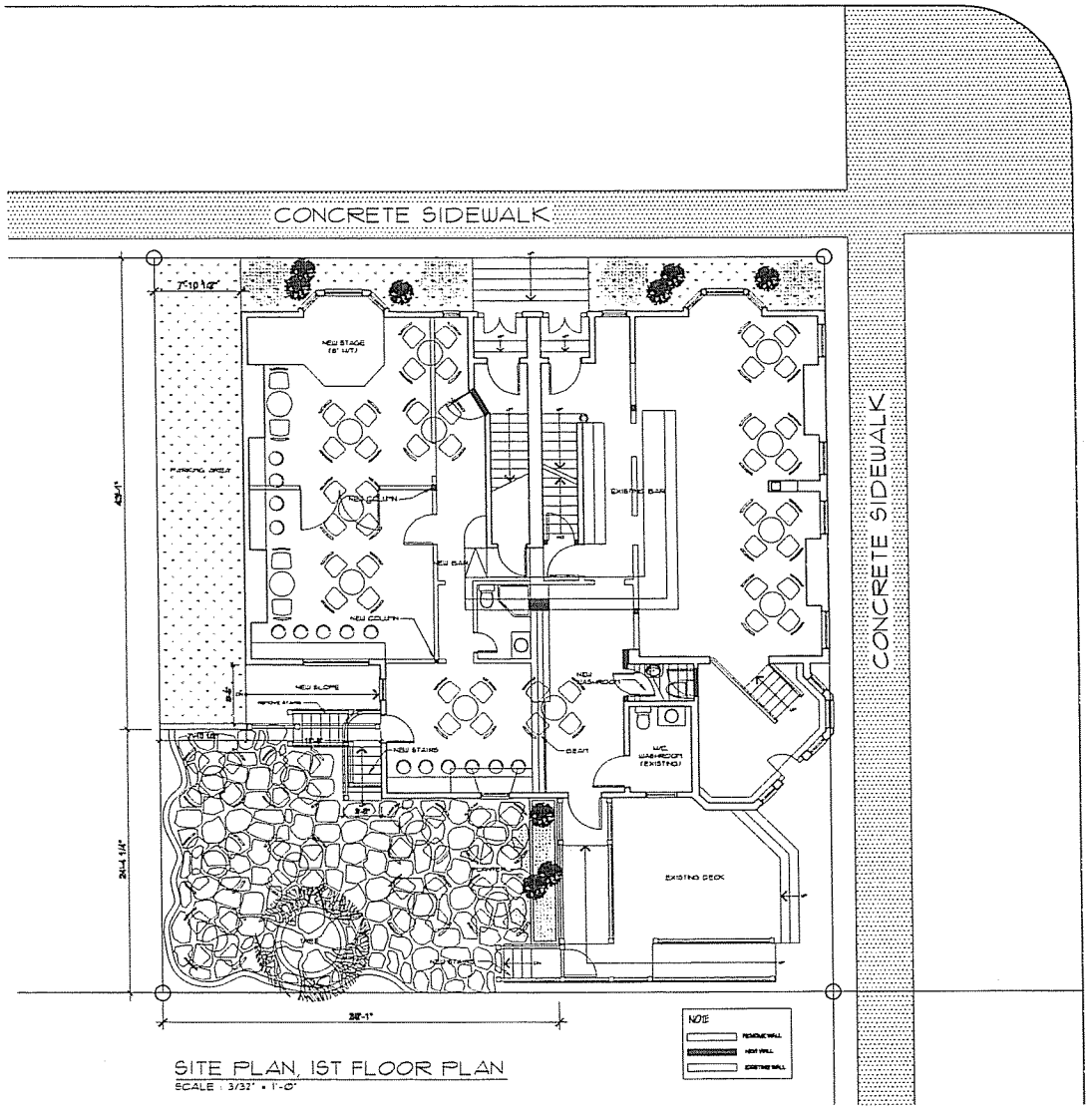
_____

HALIFAX REGIONAL MUNICIPALITY

Per: _____
MAYOR

Per: _____
MUNICIPAL CLERK

CARLETON STREET



SITE PLAN, 1ST FLOOR PLAN
SCALE : 3/32" = 1'-0"

GEOFF KEDDY
& ASSOCIATES
ARCHITECTURE
INTERIOR DESIGN
5357 INGLIS STREET
HALIFAX, N.S. B3H1J4
PH: 420-9400 FAX: 420-9400

NO.	REVISION	DATE

Project

5896 Spring Garden Rd

HAILFAX
NOVA SCOTIA

Drawing

SITE PLAN
MAIN FLOOR PLAN

Date AUGUST. 2009

Scale 3/32" = 1'-0"

Designed BY GK

Drawn By DH

Dwg. No.

A1

SPRING GARDEN ROAD ELEVATION
SCALE 1/8" = 1'-0"

GEOFF KEDDY
& ASSOCIATES
ARCHITECTURE
INTERIOR DESIGN

NO	REVISION	DATE

Project

5896 Spring Garden Rd

HALIFAX
NOVA SCOTIA

Drawing

SPRING GARDEN RD
ELEVATION

Date	AUGUST 2005
Scale	3/16" = 1'-0"
Designed BY	GK
Drawn By	DH

Dwg. No.

A4

Case 01319: Schedule C

CARLTON STREET ELEVATION
SCALE 1/8" = 1'-0"

GEOFF EDDY
& ASSOCIATES
ARCHITECTURE
INTERIOR DESIGN

NO	REVISION	DATE

Project

5896 Spring Garden Rd

HALIFAX
NOVA SCOTIA

Drawing

CARLTON STREET
ELEVATION

Date AUGUST 2005
Scale 1/8" = 1'-0"
Designed By GK
Drawn By DH
Dwg No

A5

Case 01319: Schedule D

Attachment B **Draft Discharging Agreement**

THIS DISCHARGING AGREEMENT made this day of , 2010,

BETWEEN:

SPRING GARDEN TOWERS INC.
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 5896 Spring Garden Road **[INSERT PID #]**, Halifax and which said lands are more particularly described in Schedule A hereto (hereinafter called the"Lands");

AND WHEREAS the Lands has been registered as a municipal heritage property pursuant to the provisions of the Municipality's Heritage Property By-law;

AND WHEREAS the Municipality entered into a development agreement with Spring Garden Towers Inc. to convert the building on the Lands to a restaurant/coffee shop with accessory retail and office space which was recorded at the Land Registry Office at Halifax, Nova Scotia as Document Number 88661609 (hereinafter called the "Existing Agreement");

AND WHEREAS the Developer has requested that the Existing Agreement be discharged;

AND WHEREAS, pursuant to the procedures and requirements contained in the *Halifax Regional Municipality Charter*, the Peninsula Community Council of the Municipality approved this request by resolution at a meeting held on [**INSERT - date**], referenced as Municipal Case Number 01319;

WITNESS that it is agreed that the Lands is hereby discharged from the Agreement.

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

SIGNED, SEALED AND DELIVERED in the presence of

_____

SPRING GARDEN TOWERS INC.

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

Attachment C **Excerpts from the Halifax Municipal Planning Strategy**

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.

Attachment D Minutes from the October 8, 2009 Public Information Meeting

Public Information Meeting
Case 01319
October 8, 2009

In attendance: Councillor Sloane
Luc Ouellet, Planner, Planning Applications
Holly Kent, Planning Technician
Gail Harnish, Planning Services

Opening remarks, introductions, purpose of meeting

Mr. Luc Ouellet called the public information meeting (PIM) to order at approximately 7:00 p.m. at the St. Mary's Boat Club. Tonight's meeting deals with an application to expand the existing coffee shop (Just Us! Coffee House) at 5896 Spring Garden Road. Staff will talk about the planning process and the applicant will talk about the proposal itself.

Overview of planning process

Mr. Ouellet provided an overview of the planning process:

- we are now at the PIM
- staff will do a detailed review of the application
- staff will prepare a report which is tabled with the Heritage Advisory Committee (because it's a heritage property) and the District 12 Planning Advisory Committee
- the Committee's will make their recommendation to Peninsula Community Council
- Community Council will decide whether or not to proceed to a public hearing; if they proceed, a public hearing is scheduled, or they can reject the application
- the public hearing is held
- Community Council will make a decision
- there is an appeal process

Mr. Ouellet noted attached to the handout is the policy (6.8) from the Halifax Municipal Planning Strategy which allows Council to consider the application. The property is zoned R-2 which usually only allows four units and not commercial. Because it is a coffee shop, it was done under a development agreement. In order to expand, we have to amend or enter into a new development agreement. It was decided to discharge the existing agreement and enter into a new development agreement. A development agreement is an agreement between the Municipality and the developer which allows us to control issues not controlled under the land use by-law, such as hours of operations and deliveries. Those issues are controlled under the current agreement, and we would carry those controls over into the new agreement.

Proposal

Mr. Ned Zimmerman, Manager of Just Us! Coffee House, indicated they became aware that their landlord had the adjacent property, which has three residential units, available as well. They felt an expansion would be beneficial because:

- they ran out of space. Their existing location is quite busy and they frequently turn away people. They felt the twenty-five new spaces would help alleviate that.
- they tried to develop the Coffee House as a gathering place for the community. They have a lot of customers from the residential units in the neighbourhood, and students from Dalhousie. Tonight they are having a story telling circle at the Coffee House. Also, they have low key live music on Monday nights from local people, they have film screenings, reading groups and knitting groups. They have quite a wide range of activities in the early evening generally and sometimes during the day.

Mr. Zimmerman noted a problem with their existing location is that the space on the second floor is not accessible. Their hope with the proposed expansion is to use the ground floor of the adjacent property to create a multi-purpose meeting space that could be used for meetings, film screenings, and a variety of things that would serve the needs of their customers. Referencing a plan, he pointed out the existing space for their counter and the main entrance on Spring Garden Road. They would be looking to open the wall into the other half and have an extension of the seating through there with a little raised area which could be used for a stage. This is a huge addition to them in terms of the number of people they could accommodate in the Coffee House.

Questions and comments from members of the public

Mr. Peter Woolsey questioned what would be on the second floor.

Mr. Zimmerman responded at this point in time there are two residential units there. It is their intention to leave those as rental units. They have tenants in there now who are eager to stay. Until they have a use for that space, it would remain as two apartments. Maybe down the road there would be an office, at which time they would have to go through the process to have that added.

Councillor Sloane asked about the wall they planned on breaking through, which she suspected was probably a load bearing wall.

Mr. Zimmerman confirmed it is. He pointed out on the plan where they would have to install big steel beams.

Mr. Ouellet noted there might also be an issue with the fire separation distance with the upstairs units, which would have to be explored.

Mr. Zimmerman pointed out the entrance that leads to the upstairs apartments. Right now there is a door into the ground floor area which they would have to seal off, so they could have a completely separate entrance for the upstairs units for fire safety reasons.

The meeting adjourned at approximately 7:15 p.m.