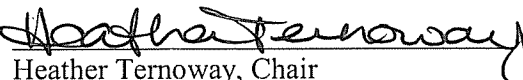


Peninsula Community Council
February 11, 2008

TO: Peninsula Community Council

SUBMITTED BY: 
Heather Ternoway, Chair
District 12 Planning Advisory Committee

DATE: February 6, 2008

SUBJECT: Case 00897 - Heritage Development Agreement - Gerrard Lodge, 1234
Barrington Street, Halifax

ORIGIN

District 12 Planning Advisory Committee meeting - January 28, 2008

RECOMMENDATION

The District 12 Planning Advisory Committee recommend that Peninsula Community Council:

1. Move Notice of Motion to consider an application by Geoff Keddy and Associates Limited on behalf of the owner, 3146051 Nova Scotia Limited, for a development agreement to permit 4 condominium units and the construction of a 3 unit detached townhouse building at the rear of a registered heritage property at 1234 Barrington Street, and to schedule a Public Hearing.
2. Approve the proposed development agreement, presented as Attachment A of this report, **with the below amendment**, to permit the conversion of an existing rooming house to 4 condominium units and the construction of a 3 unit detached townhouse building at the rear of a registered heritage property at 1234 Barrington Street (PID# 00093104), Halifax:
 - Require that the development agreement be implemented in two phases; Phase 1 would be the improvements to the facade of the heritage building which would include clauses 2.4.2, 2.4.3, 2.4.4, and 2.6.7 of the proposed development agreement. These improvements should be carried out to the satisfaction of the Heritage Planner before Phase 2 (townhouse development) can proceed.
3. Require the development agreement be signed within 120 days, or any extension thereof granted by Council on request of the applicant, from the date of final approval by Council and any other bodies as necessary, whichever is later; otherwise this approval will be void and obligations arising hereunder shall be at an end.

ATTACHMENT

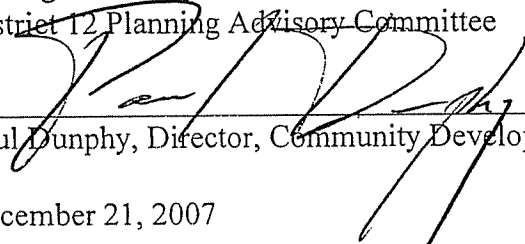
Staff report dated December 21, 2007

Additional copies of this report, and information on its status, can be obtained by contacting the Office of the Municipal Clerk at 490-4210, or Fax 490-4208.

Report prepared by: Gail Harnish, Admin/PAC Coordinator, 490-4937

Heritage Advisory Committee - January 23, 2008
District 12 PAC - January 28, 2008

TO: Heritage Advisory Committee
District 12 Planning Advisory Committee

SUBMITTED BY: 
Paul Dunphy, Director, Community Development

DATE: December 21, 2007

SUBJECT: Case 00897: Heritage Development Agreement - Gerrard Lodge, 1234
Barrington Street, Halifax

ORIGIN

Request by Geoff Keddy and Associates Limited on behalf of the owner, 3146051 Nova Scotia Limited, for a development agreement to permit the conversion of an existing rooming house to 4 condominium units and the construction of a 3 unit condominium townhouse building at the rear of a registered heritage property at 1234 Barrington Street (PID# 00093104), Halifax.

RECOMMENDATIONS

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

1. Consider the attached Development Agreement in relation to potential impacts on the registered property of the proposed development and provide a recommendation to Regional Council to approve the substantial alteration to a heritage property at 1234 Barrington Street.
2. Approve the substantial alteration to a heritage property at 1234 Barrington Street, Halifax.

Subject to approval of the substantial alteration by Regional Council, it is further recommended that the District 12 Planning Advisory Committee recommend that Peninsula Community Council:

3. Give Notice of Motion to consider an application by Geoff Keddy and Associates Limited on behalf of the owner, 3146051 Nova Scotia Limited, for a development agreement to permit 4 condominium units and the construction of a 3 unit detached townhouse building at the rear of a registered heritage property at 1234 Barrington Street and to schedule a Public Hearing.

RECOMMENDATIONS CONTINUED ON PAGE 2

4. Approve the proposed development agreement, presented as Attachment A of this report, to permit the conversion of an existing rooming house to 4 condominium units and the construction of a 3 unit detached townhouse building at the rear of a registered heritage property at 1234 Barrington Street (PID# 00093104), Halifax.
5. Require the development agreement be signed within 120 days, or any extension thereof granted by Council on request of the applicant, from the date of final approval by Council and any other bodies as necessary, whichever is later; otherwise this approval will be void and obligations arising hereunder shall be at an end.

BACKGROUND

Following is a brief summary of the application and site history:

- Gerrard Lodge, is a Victorian Eclectic style building at 1234/1230 Barrington Street, built in 1865;
- the most famous resident of Gerrard Lodge was the Honourable Sir Charles J. Townsend who owned the property in the early 1900s;
- 1234 Barrington Street was designated as a registered heritage property in 1982;
- the site is 3,542 square feet in size and currently contains a rooming house;
- the property is zoned RC-3 (High Density Residential-Minor Commercial) and designated RC (Residential-Commercial Mix) under the South End Area Plan of the Halifax Municipal Planning Strategy (MPS). Refer to Maps 1 and 2;
- Geoff Keddy and Associates Limited, has made application for a development agreement to internally convert the existing rooming house to 4 condominium units and to construct a 3 unit detached townhouse building in the rear yard of Gerrard Lodge (refer to Schedule B);
- The new detached townhouse units will be sympathetic to the Victorian Eclectic style of Gerrard Lodge and the development agreement will address exterior repairs and upgrades to the existing building.

Enabling Policy

This application is made pursuant to Policy 5.1 of the Halifax Municipal Planning Strategy (MPS), South End Area Plan, and Policy 6.8 (see Attachment B) of the city wide objectives. Policy 5.1 encourages 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).”*

Policy 6.8 states that, *“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”*. Policy 6.8 also lists criteria that relate to maintaining the heritage value and integrity of a site, minimizing the impact of noise, traffic generation, and other land uses on neighbouring properties, and requiring that the development complies substantially with the policies of the plan. Refer to Attachment B.

The Regional Plan includes policy relevant to Heritage properties and their redevelopment but this application was submitted prior to the Regional Plan coming into effect resulting in those policies not being applicable here.

DISCUSSION

Staff reviewed the proposal in relation to the criteria set out in Section 6.8 (refer to Attachment B) of the MPS and provide the following comments for Council's consideration:

- The registered heritage building will be required to be improved and maintained as a result of clauses and schedules in the development agreement (refer to clause 2.4.5 and Schedule C of the development agreement).
- The interior alterations from rooming house to condominium apartments will in no way diminish the heritage value and may improve the sense of pride of ownership.
- The integrity of the Barrington Street streetscape will be maintained and improved.
- It is not foreseen that the adjacent residential uses will be negatively impacted by this proposal.
- Staff believe that this proposal substantially complies with the policies of the plan.

Other issues associated with this proposal are:

- The proposed detached townhouses do not meet most of the standards within the R-2 T (Townhouse) Zone consequently the development agreement does not permit subdivision of the townhouse units or allow accessory buildings.
- The proposed townhouses will have single car garages but the new condominium units in Gerrard Lodge will not have any parking.
- There is little traffic impact anticipated in response to the increased number of units.
- The proposal exceeds the RC-3 Zone requirements for landscape open space (450 ft² required and 715.7 ft² provided) but is deficient in open space (1,340 ft² required and 807.65 ft² provided).
- The development agreement requires a landscape plan and sets out some minimum requirements for landscaping including a new tree and shrubs planted along Barrington Street.
- A maximum population density of 250 persons per acre is permitted. This application proposes less than half of the allowed density (refer to Schedule B).

Conclusion

Staff conclude that the proposal meets the criteria outlined in Policy 6.8 of the Halifax MPS. The proposed development agreement contains provisions which ensure that the proposed development is constructed and maintained in a manner that is consistent with the MPS policy for this area. Therefore, staff recommend that the proposed development agreement be approved.

Public Consultation

A Public Information Meeting was held on April 19, 2007, and the minutes are attached (Attachment C). The area of notification to be used should a Public Hearing be held is shown on Map 1.

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

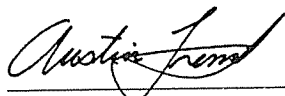
1. Council may refuse to enter into the development agreement, and in doing so, must provide reasons based on conflict with existing MPS Policy. Staff does not recommend this alternative, for reasons contained in this report.
2. Council may choose to request modifications to the development agreement. Such modifications may require further negotiations with the developer. This alternative is not recommended as the attached agreement is consistent with adopted MPS policy.
3. Council may approve the development agreement appended as Attachment A to permit the conversion of an existing rooming house to 4 condominium units and the construction of a 3 unit detached townhouse building at the rear of 1234 Barrington Street, Halifax. This is the recommended course of action.

ATTACHMENTS

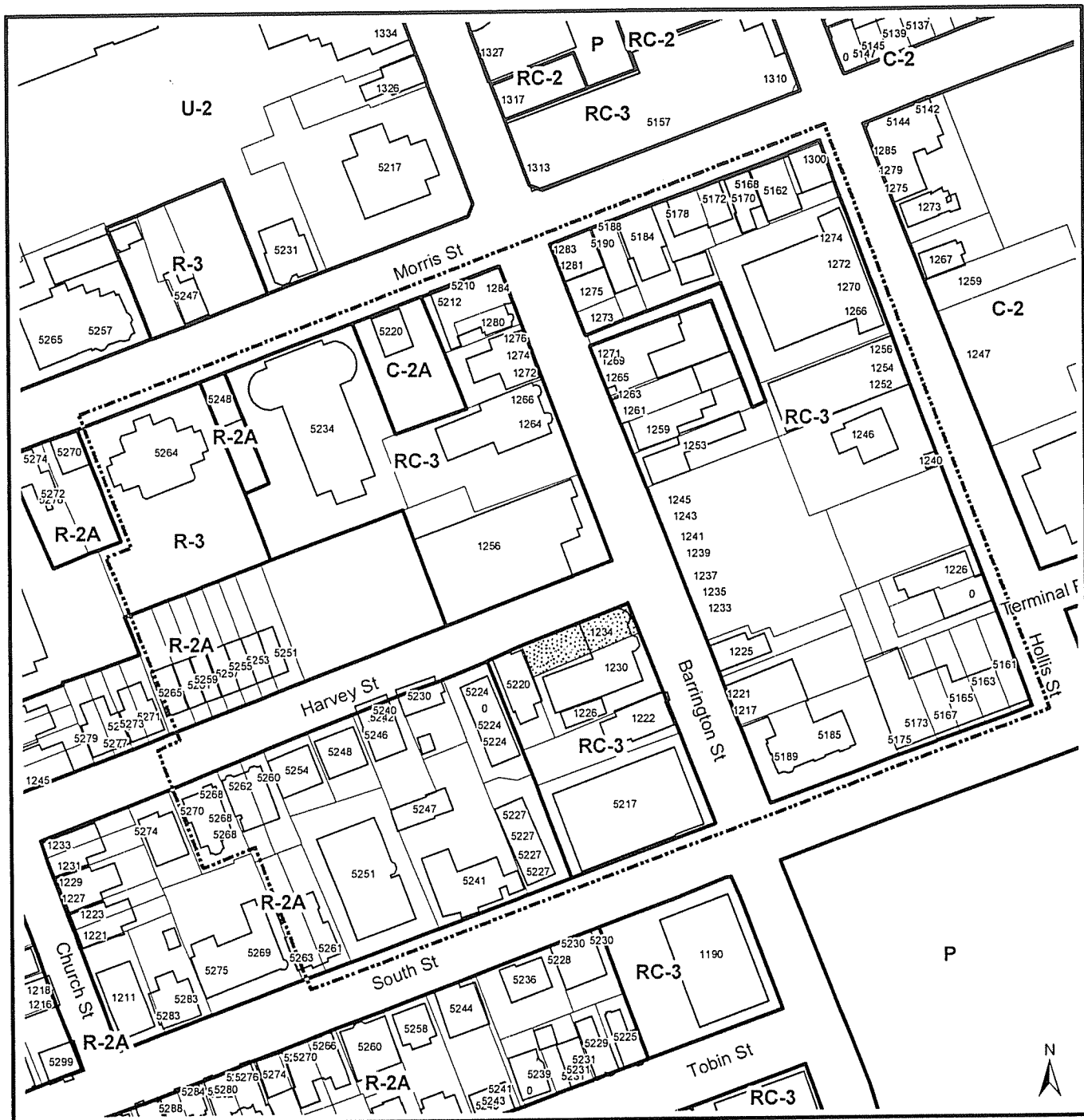
| | |
|--------------|--|
| Map 1 | Zoning and Property Notification Area |
| Map 2 | Generalized Future Land Use |
| Attachment A | Proposed Development Agreement with Schedules |
| Attachment B | Relevant Sections of the Halifax Municipal Planning Strategy |
| Attachment C | Minutes of the April 19, 2007 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 : Randa Wheaton, Senior Planner, 490-4499





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



Map 1 - Location and Zoning
 1234 Barrington Street
 Halifax

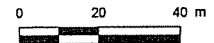
HALIFAX
 REGIONAL MUNICIPALITY
 PLANNING AND
 DEVELOPMENT SERVICES

-  Subject property
-  Area of notification

Halifax Peninsula
 Land Use By-Law Area

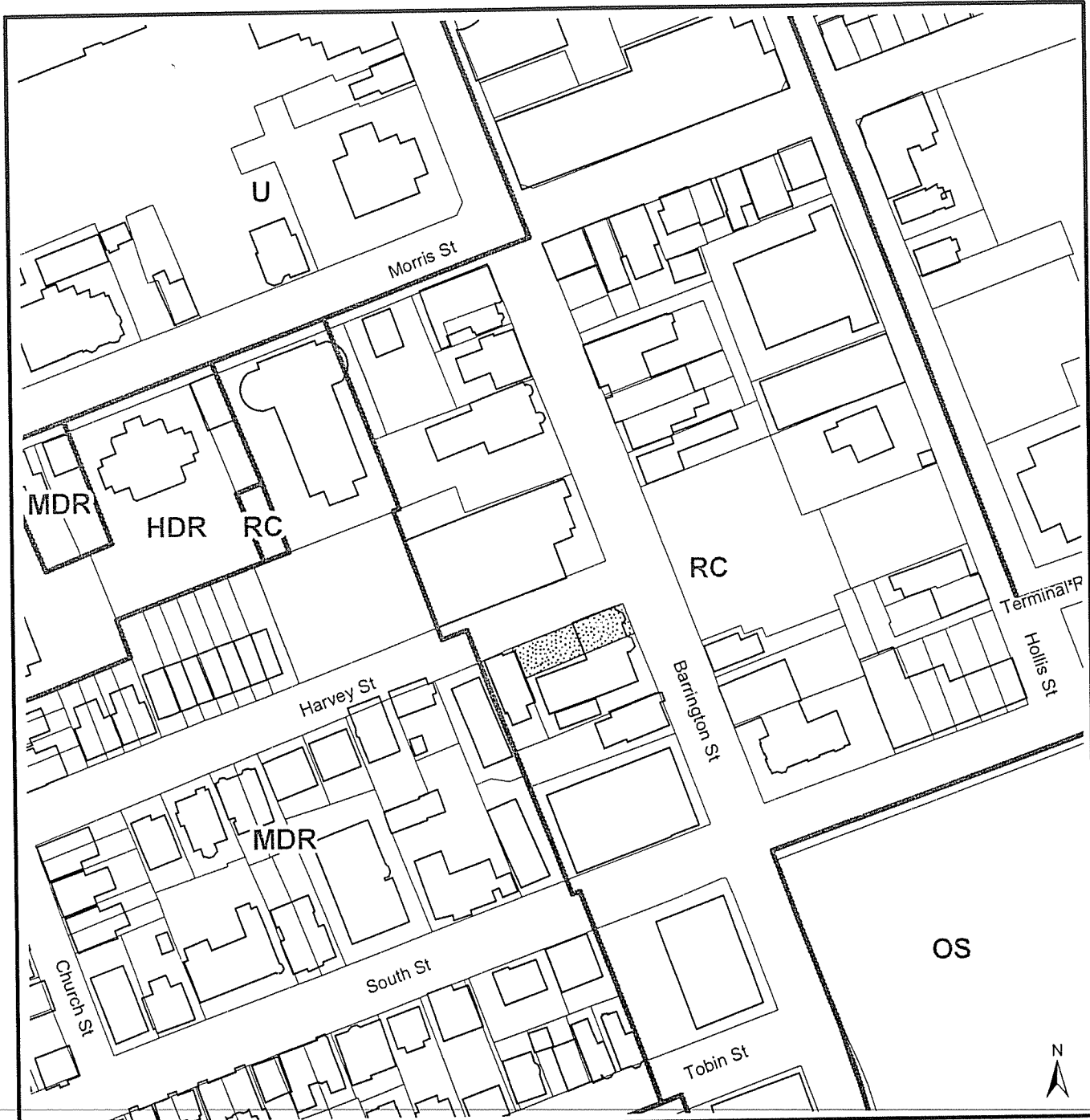
Zone

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



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

1234 Barrington Street
Halifax



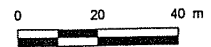
Subject property

Halifax Plan Area
South End Detailed Area Plan

Designation

| | |
|-----|----------------------------|
| MDR | Medium Density Residential |
| HDR | High Density Residential |
| RC | Residential-Commercial Mix |
| OS | Open Space |
| U | University |

HALIFAX
REGIONAL MUNICIPALITY
PLANNING AND
DEVELOPMENT SERVICES



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

THIS AGREEMENT made this day of , 2008,

BETWEEN:

3146051 NOVA SCOTIA LIMITED

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,
(hereinafter called the "Municipality")

OF THE SECOND PART

WHEREAS the Developer is the registered owner of certain lands located at 1234 Barrington Street (PID# 00093104), Halifax and which said lands are more particularly described in Schedule A hereto (hereinafter called the "Lands");

AND WHEREAS the Developer has requested that the Municipality enter into a development agreement to allow for the conversion of the existing rooming house to 4 condominium apartment units and the construction of a 3 unit condominium detached townhouse building on the Lands pursuant to the provisions of the Municipal Government Act and pursuant to Policies 5.1 of the South End Area Plan and 6.8 of the City Wide Objectives of the Halifax Municipal Planning Strategy and Halifax Peninsula Land Use By-law;

AND WHEREAS the Peninsula Community Council approved this request at a meeting held on 2008, referenced as Municipal Case Number 00897;

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

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 , 2008;

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 and use of the Lands shall comply with the requirements of the Peninsula Land Use By-law for Halifax and the Subdivision By-law, as may be amended from time to time.

1.3 Applicability of Other By-laws, Statutes and Regulations

Pursuant to Section 1.2, nothing in this Agreement shall exempt or be taken to exempt the Developer, lot owner or any other person from complying with the requirements of any by-law of the Municipality applicable to the Lands (other than the Land Use By-law to the extent varied by this Agreement), or any statute or regulation of the Provincial/Federal Government and the Developer or Owner agrees to observe and comply with all such laws, by-laws and regulations in connection with the development and use of the Lands.

1.4 Conflict

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. 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 regulations, by-laws or codes applicable to any 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.

1.7 Occupancy Permit

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.

PART 2: USE OF LANDS AND DEVELOPMENT PROVISIONS

2.1 Schedules

The Developer shall develop the Lands in a manner, which, in the opinion of the Development Officer, is substantively in conformance with the Schedules attached to this agreement (No. 00897-0018 to 00897-0020 inclusive and 00897-0025) filed in the Halifax Regional Municipality as Case 00897.

The schedules are:

- Schedule A Legal Description of the Lands
- Schedule B Site Development Plan (00897-0025)
- Schedule C Barrington Street Elevation (00897-0018)
- Schedule D Harvey Street Front and Side(north and west) Elevation (00897-0019)
- Schedule E Harvey Street Rear and Side (south and east) Elevations (00897-0020)
- Schedule F Photograph of Gerrard Lodge

2.2 General Description of Land Use

The uses of the Lands permitted by this Agreement are the following:

- (a) a maximum of four residential condominium units within the existing Municipally Registered Heritage building known as Gerrard Lodge at 1234 Barrington Street;
- (b) a residential condominium detached townhouse building with three units constructed in the rear yard of the Lands.

2.3 Detailed Provisions for Land Use

- 2.3.1 Subject to the provisions of this Agreement, the three unit residential detached townhouse building shall meet the requirements of R-2T (Townhouse) Zone of the Halifax Peninsula Land Use By-law except as varied by this agreement as identified in the text and schedules. For greater clarity, Section 43U [Subdivision of Townhouse Building] of the Halifax Peninsula Land Use By-law shall not apply.

- 2.3.2 The maximum height of any portion of the proposed detached townhouse building shall be 50 feet measured as the vertical distance of the highest point of the roof above the mean grade of the ground adjoining the building between the building and the fronting street.
- 2.3.3 The maximum number of dwelling units permitted on the lands shall be seven.
- 2.3.4 The detached townhouse building shall not be subdivided so that each townhouse is on its own lot but the Lands shall remain as a single parcel. Both the existing heritage building and the proposed detached townhouse building shall remain on one parcel.
- 2.3.5 The dwelling units shall not contain any non-habitable rooms, which in the opinion of the Development Officer, could be converted to habitable rooms.
- 2.3.6 No accessory buildings shall be permitted on the property.

2.4 Heritage

- 2.4.1 The Developer agrees to waive the right to de-register, alter the exterior appearance of, or demolish the existing building, as provided for under Sections 16, 17 and 18 of the Nova Scotia Heritage Property Act, in the event that an application for a building alteration or demolition is denied by the Municipality.
- 2.4.2 Character defining elements of the Victorian Eclectic style of architecture of the existing building as shown on Schedule F, include, but are not limited to, a bell-cast mansard roof, an elaborate Baroque entrance with bas relief from the main wall, semi-circular arched windows on the ground floor, bay window roofs with small, segmental arched dormer windows with wooden moulded caps, similar dormer window in the roof vertically aligned with the main entrance and all windows have two-over-two glazing. The bay windows are tiered, with the basement level defined by a plinth with a sloped top, the first floor level defined by recessed panels beneath each window, the second floor level defined by a moulded cornice horizontally aligned with the entrance cornice, and the attic level defined by a dentilled cornice under the roof eaves. All character defining elements shall be maintained and repaired, in consultation with the Heritage Planner, but not removed.
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- ~~2.4.3 All damaged, destroyed, or missing architectural details or elements on the Gerrard Lodge building (including, but not limited to, cornice, soffit, quoins, sills, lintels, trim, etc.) shall be repaired or replaced with the same or similar materials, as found on the existing building. Any alterations shall be approved by the Heritage Planner prior to implementation.~~
- 2.4.4 Any construction changes that may require new features to be added or changed (such as, but not limited to, doors, windows or stairwells) to the existing building otherwise not provided for in this agreement, shall be submitted to the Development Officer and Heritage Planner who shall review such changes prior to approval of final plans.

- 2.4.5 The existing building shall be maintained in its current location, with no major exterior alterations to occur, with the exception of what is identified within this document, as shown on Schedule C and as permitted in Section 2.4.3. Minor alterations made to the building including, but not limited to, the replacement/repair of roof, windows, doors, architectural detailing and other miscellaneous repairs shall be approved by the Heritage Planner and Development Officer. Any changes in colour of the building or a portion thereof shall be approved by the Heritage Planner prior to implementation.
- 2.4.6 All maintenance and repair of the existing building shall be conducted with the approval of the Heritage Planner and in accordance with the Heritage Property Program Alteration Guidelines.
- 2.4.7 Buildings shall comply with requirements set out in the National Building Code of Canada. Any construction changes which may require any increase in volume, or new features to be added (such as, but not limited to, doors, dormers, windows or stairwells, etc.), shall be submitted to the Development Officer and Heritage Planner who shall review such changes prior to approval of final plans.

2.5 Archeological Resources

The property at 1234 Barrington Street falls within the High Potential Zone for Archaeological Sites identified by the Province. The Developer shall contact the Curator of Special Places, Heritage Division, Tourism, Culture and Heritage prior to any disturbance of the site and the developer shall comply with requirements set forth by the Province in this regard.

2.6 Architectural Requirements

- 2.6.1 Exterior building materials for the detached townhouse building and the existing building shall be predominantly stucco and cultured stone or an equivalent acceptable to the Heritage Planner. Vinyl siding and vinyl windows shall not be permitted.
- 2.6.2 All balcony railings on the townhouses shall be made of decorative metal including rails and spindles. No exposed treated lumber is to be used.
-
- 2.6.3 The design and material choice for the new detached townhouse building shall be in accordance with Schedules D and E and be in keeping with the historic nature of the abutting building as defined in Section 2.4.2.
- 2.6.4 In keeping with the Victorian Eclectic style of architecture of Gerrard Lodge, any replacement windows on the front facade of the existing building shall be of wood frame construction. Windows on the front facade ground floor shall retain the round headed windows and when seasonally appropriate, include round headed storm windows. Side and rear windows shall be repaired or replaced with wood windows.

- 2.6.5 The existing metal front door and surrounding frame of the existing building are to be replaced with a new wood frame and custom wood door in keeping with the Victorian Eclectic architectural style of Gerrard Lodge.
- 2.6.6 Roof materials shall be comprised of either asphalt shingles, wood shingles or shakes, prefinished standing seam metal, or natural and/or artificial slates and, for the existing building, shall match the roof of 1230 Barrington Street as illustrated in the Development Agreement and associated Schedules for 1230 Barrington Street under Case 00527. Prior to replacing the roof of Gerrard Lodge, new roofing materials shall be approved by the Heritage Planner.
- 2.6.7 Any decorative feature on the front facade of the existing building shall be repaired and any lost decorative features on the front facade shall be replaced to the approval of the Heritage Planner.
- 2.6.8 The existing dormers on the existing building shall be photographically documented and all replacements or repairs shall match the existing. This shall include all decorative work associated with the existing dormers with the approval of the Heritage Planner.
- 2.6.9 The existing chimneys on the building shall be kept in good repair and not be reduced or removed.
- 2.6.10 The Development Officer, in consultation with the Heritage Planner, may approve minor modifications to the location, size and height of the detached townhouse building, as well as the architectural design of the building, including facade features and the type of exterior materials, provided such modifications are minor in nature and, in the opinion of the Development Officer and the Heritage Planner, further enhance the appearance of the building and Lands.

2.7 Landscaping

- 2.7.1 A detailed Landscape Plan prepared by a Landscape Architect (that is a full member, in good standing, of APALA) shall be submitted with the application for Building and Development Permits. The detailed landscape plan shall include, as a minimum, planting as identified in this agreement and shall be for aesthetic enhancement. The Development Officer shall consult with the Heritage Planner prior to approval of the final landscape plans.
- 2.7.2 Specific Landscaping measures shall be provided as follows:
- (a) Along Barrington Street, landscaping shall consist of a minimum of; one (1) full size high branching columnar, deciduous tree, having a minimum size of 60 mm caliper (2.4 inch diameter), and placed to the north of the main entrance. The proposed tree shall be a salt tolerant variety.

- (b) Along Barrington Street, foundation planting shall be provided in the form of upright shrubs with a minimum height of 60 cm. (2 ft.) and at least five (5) shrubs shall be provided on the north side of the main entrance in a mulched planting bed.
- (c) Sod or low maintenance groundcover shall be used in the area to the rear of the existing portion of 1234 Barrington Street.
- (d) The landscape plan shall include planting details for trees and shrubs.
- (e) All soft landscape areas to be sodded shall use sod which conforms to the Canadian Nursery Sod Growers' Specifications.
- (f) All plant material shall conform to the Canadian Nursery Trades Association Metric Guide Specifications and Standards.

2.7.3 The existing building shall include designated space for three stream (refuse, recycling and composting) source-separated solid waste services. This designated space shall be approved by the Development Officer and Building Inspector in consultation with HRM Solid Waste Services. The designated space may be provided either internally within the existing building basement room (storage room) or externally at the rear of the existing building. Any external refuse and recycling area shall be appropriately screened from the street and abutting detached townhouse building. This screening shall not include vegetative screening.

2.7.4 All disturbed areas shall be reinstated to original condition or better.

2.8 **Parking**

2.8.1 The Developer shall provide one off street parking space for each unit within the new detached townhouse building having access from Harvey Street. Driveway accesses shall conform to By-Law S-300.

2.9 **Maintenance**

2.9.1 The Developer shall make adequate arrangements that shall ensure that all portions of the development on the Lands are maintained and kept in good repair, including but not limited to, the interior and exterior of buildings, walkways, driveways, and the maintenance of all landscaping including the replacement of damaged or dead plant stock, trimming and litter control, garbage removal and snow removal/salting of walkways and driveways.

2.10 **Streets and Municipal Services**

2.10.1 The Developer shall be responsible for securing all applicable approvals associated with the on-site and off-site servicing systems required to accommodate the development, including sanitary sewer system, water supply system, stormwater sewer and drainage systems, and

utilities. Such approvals shall be obtained in accordance with all applicable by-laws, standards, policies, and regulations of HRM and other approval agencies, except as provided herein. All costs associated with the supply and installation of all servicing systems and utilities shall be the responsibility of the Developer. Site servicing shall be accomplished so as to have no impact on the existing trees to be preserved. The existing driveway on the northern boundary of the lot shall be closed. All construction shall be in accordance with Municipal specifications.

- 2.10.2 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.

2.11 Occupancy Permit

- 2.11.1 Prior to issuance of the first Occupancy Permit the Developer shall submit to the Development Officer a letter prepared by a member in good standing of the Canadian Society of Landscape Architects certifying that all landscaping has been completed according to the terms of this Development Agreement.

- 2.11.2 Notwithstanding the above, the Occupancy Permit may be issued provided the Developer supplies a security deposit in the amount of 110 per cent of the estimated cost to complete the landscaping. 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.

-
- ~~2.11.3 No Occupancy Permit shall be issued for the building on the Lands until all street improvements, municipal servicing systems and utilities have been completed, except that the occupancy permit may, at the discretion of the Municipality, be issued subject to security being provided to the Municipality in the amount of 110 percent of the estimated cost of completion of all outstanding work. The security shall be in favour of the Municipality and may be in the form of a certified cheque or irrevocable letter of credit issued by a chartered bank. The security shall be returned to the Developer only upon completion of all work, as described herein and illustrated on the Schedules, and as approved by the Municipality. Should the Developer not complete the outstanding work within twelve months of issuance of the occupancy permit, the Municipality may use the deposit to complete all street~~

improvements, municipal servicing systems and utilities outstanding. 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 approval by the Municipality.

2.11.4 No Occupancy Permit shall be issued for any building constructed on the Lands or any existing building until such time as the architectural improvements have been completed in accordance with Sections 2.4 and 2.6 of this agreement.

PART 3: AMENDMENTS

3.1 Substantive Amendments

Amendments to any matters not identified under Section 3.2 shall be deemed substantive and may only be amended in accordance with the approval requirements of the Municipal Government Act.

3.2 Non-Substantive Amendments

The following items are considered by both parties to be non-substantive and may be amended by resolution of Peninsula Community Council.

- (a) an increase to the number of residential units in the existing building provided the allowed density is not exceeded; that plans are submitted for any changes to the building design; and that such changes, in the opinion of Council, are minor in nature;
- (b) changes to the architectural requirements/details as shown on the attached schedules or as detailed in Sections 2.4 and 2.6 which, in the opinion of Council, the Development Officer, the Heritage Planner, and HRM's Heritage Advisory Committee, are minor in nature;
- (c) an extension of the commencement of development time period;
- (d) changes to the landscaping measures as detailed in Section 2.7 which, in the opinion of Council, are minor in nature.

PART 4: REGISTRATION, EFFECT OF CONVEYANCES AND DISCHARGE

4.1 Registration

A copy of this Agreement and every amendment and 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 pay or reimburse the Municipality for the registration cost incurred in recording such documents.

4.2 Subsequent Owners

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

4.3 Commencement of Development

4.3.1 In the event that development on the Lands has not commenced within three 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. For the purposes of this section, "commencement of development" shall mean installation of the footings/foundation for the proposed building.

4.3.2 For the purpose of this section, Council may consider granting an extension of the commencement of development time period through a resolution under Section 3.2, if the Municipality receives a written request from the Developer at least sixty (60) days prior to the expiry of the commencement of development time period.

4.4 Completion of Development

4.4.1 Upon the completion of the development or specified phases of the development, or after five years from the date of registration of this Agreement with the Registry of Deeds or Land Registry Office, whichever time period is less, Council may review this Agreement, in whole or in part, and may:

(a) retain the Agreement in its present form;

(b) negotiate a new Agreement;

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

PART 5: ENFORCEMENT AND RIGHTS AND REMEDIES ON DEFAULT

5.1 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 agree that, upon receiving written notification from an officer of

the Municipality to inspect the interior of any building located on the Lands, the Developer agree to allow for such an inspection during any reasonable hour within one day of receiving such a request.

5.2 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, 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 submit to the jurisdiction of such Court and waive any defence based upon the allegation that damages would be an adequate remedy;
- (b) the Municipality may enter onto the Property and perform any of the covenants contained in this Agreement whereupon all reasonable expenses whether arising out of the entry onto the lands or from the performance of the covenants may be recovered from the Developer by direct suit and such amount shall, until paid, form a charge upon the Property and be shown on any tax certificate issued under the Assessment Act;
- (c) the Municipality may by resolution discharge this Agreement whereupon this Agreement shall have no further force or effect and henceforth the development of the Lands shall conform with the provisions of the Land Use By-law; and/or
- (d) in addition to the above remedies the Municipality reserves the right to pursue any other remediation under the Municipal Government Act or Common Law in order to ensure compliance with this Agreement.

WITNESS that this Agreement, made in triplicate, was properly executed by the respective Parties on this _____ day of _____, A.D., 2008.

SIGNED, SEALED AND DELIVERED
in the presence of

)
) **3146051 NOVA SCOTIA LIMITED**

)
)
) per _____

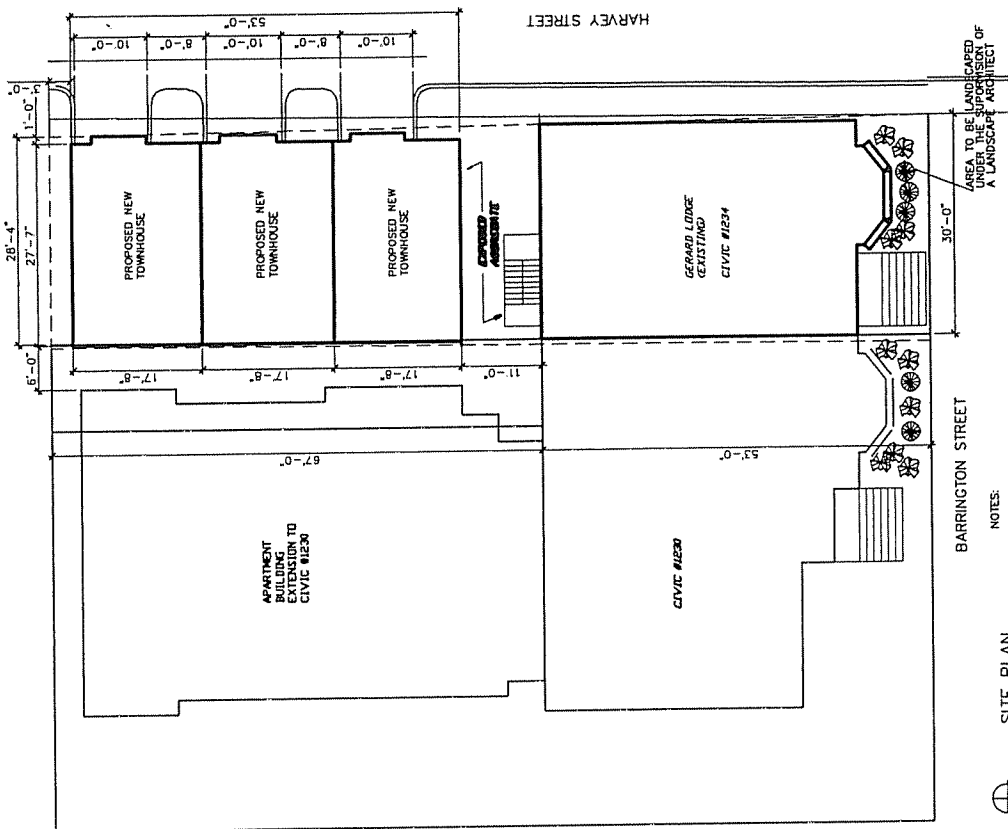
)
)
) per _____

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



NOTES:
 1. DRIVEWAY MUST MEET BY-LAW S-300
 2. THE SINGLE 11 FEET DRIVEWAY BETWEEN GERARD LODGE AND THE PROPOSED APARTMENT BUILDING EXTENSION MUST BE ELIMINATED, INCLUDING REMOVING THE CURB-CUT THE STREET AND REPLACING WITH A REGULAR CURB.
 AREA TO BE LANDSCAPED UNDER SUBJECT OF A LANDSCAPE ARCHITECT

SITE PLAN
 1/8" = 1'-0"

Drawing No.

A1

| | | | |
|----------|----------|----------|-------|
| Scale | Date | Designed | Drawn |
| AS NOTED | AUG 2007 | G. KEDDY | J.H. |

SITE PLAN

REAR YARD SET BACK 3 FEET.

existing building :
 3-2 bedrooms = 9 persons
 1-1 bedrooms = 2 persons
 proposed new townhouses
 3 per townhouse = 4 persons

CALCULATIONS FOR DENSITY:
 LOT AREA = 900 + 3600 + 3600 = 8100
 8100 + 450 = 8550
 DENSITY CALCULATION =
 8550/ACRE (43,560) = 0.196
 0.196 * 250ppa = 49 PERSONS

**AREA FOR DENSITY CALCULATIONS = 8550 SQ.FT.
 ALLOWABLE DENSITY IS THEREFORE 49 PERSONS.
 PROPOSED DENSITY IS 23 PERSONS.**

**AREA:
 LANDSCAPED AREA = 715.7 SQ.FT.
 OPEN SPACE = LANDSCAPED AREA + BALCONIES
 = 715.7 SQ.FT. + 91.95
 = 807.65 SQ. FT.**

**REQUIRED OPEN SPACE = 1340 SQ.FT.
 (21 PERSONS @ 60 PER AND 2 @ 40 PER)**

**REQUIRED LANDSCAPED OPEN SPACE = 450 SQ.FT.
 (21 PERSONS @ 20 PER AND 2 @ 15 PER)**

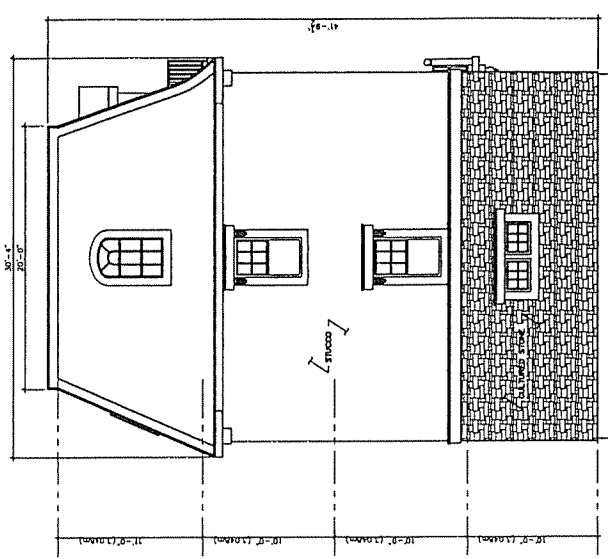
Geoff Keddy & Associates
 ARCHITECTURE
 INTERIOR DESIGN
 1234 BARRINGTON STREET, HALIFAX, N.S.
 TEL: 902-422-1400
 FAX: 902-422-1400

Project
 GERARD LODGE DEVELOPMENT
 RENOVATIONS TO EXISTING BUILDING
 AND PROPOSED NEW 3 UNIT TOWNHOUSE UNITS
 1234 BARRINGTON STREET, HALIFAX, N.S.

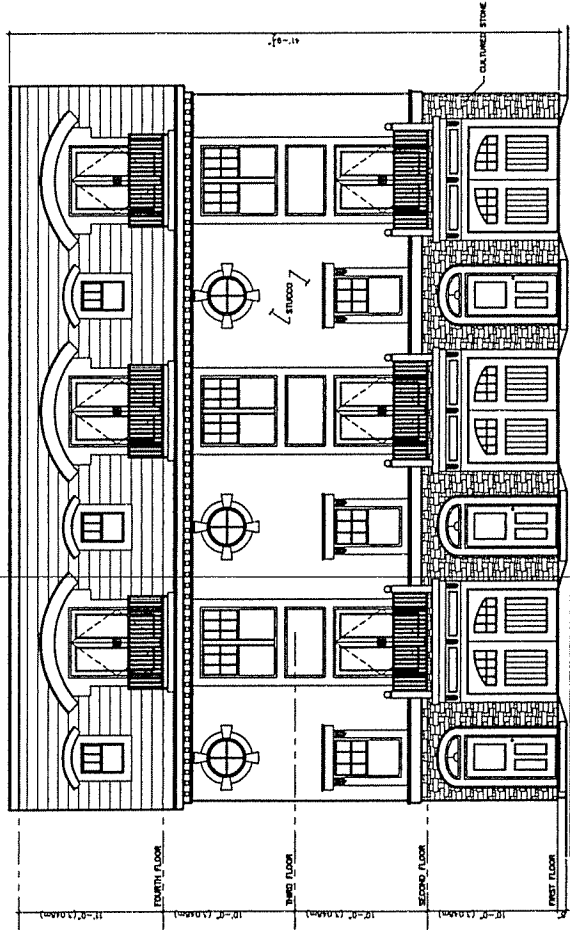


00897 - 0018

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|---|---|--------------------------|--|--|----------------------------------|
| <p>GEOFF KEDDY & ASSOCIATES ARCHITECTURE INTERIOR DESIGN 237 HOLLIS STREET HALIFAX, N.S. FAX: 426-1400</p> | <p>Project GERARD LODGE DEVELOPMENT RENOVATIONS TO EXISTING BUILDING AND PROPOSED NEW 3 UNIT TOWNHOUSE UNITS 1234 BARRINGTON STREET, HALIFAX, N.S.</p> | | <p>Drawing GERARD LODGE PROPOSED RESTORATION WORK</p> | | <p>Drawing No. A9</p> |
| | <p>Scale AS NOTED</p> | <p>Date APR 2006</p> | <p>Designed G. KEDDY</p> | | |



WEST ELEVATION
1/8" = 1'-0"



NORTH ELEVATION
1/8" = 1'-0"

| | | | |
|-----|----------------------------|------|----|
| NO. | DESCRIPTION | DATE | BY |
| 1. | ISSUED FOR APPROVAL PUBLIC | | |
| 2. | REVISION | | |

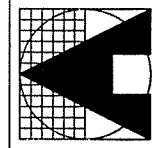
DATE: MARCH 2003
DRAWN BY: J. KEDDY
CHECKED BY: J. KEDDY
JOB NO. BY: J. KEDDY
PAGE NO.

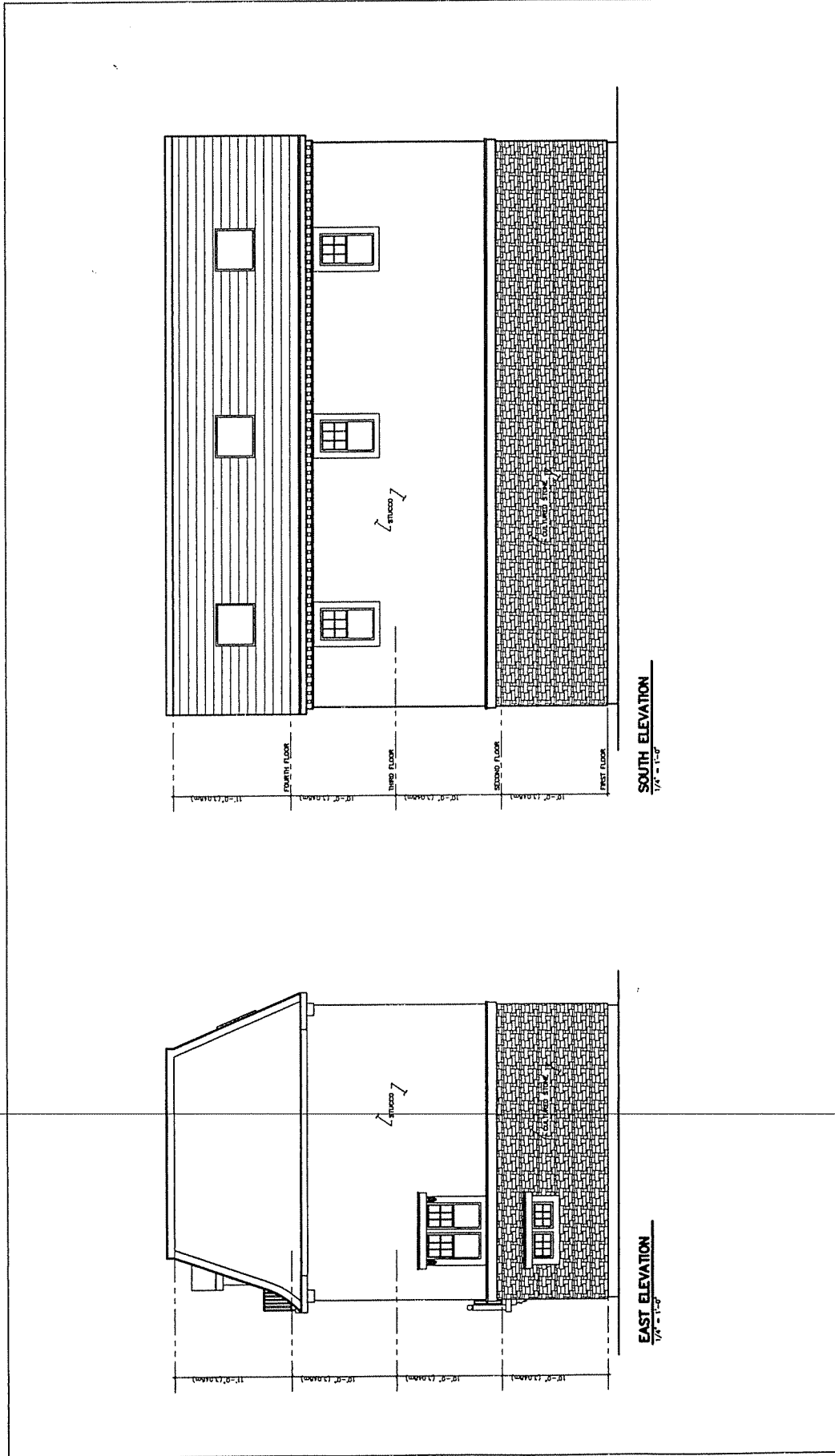
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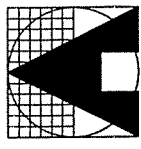
**THE NEW TOWNHOUSE NORTH ELEVATION
NEW TOWNHOUSE WEST ELEVATION**

**GERARD LODGE DEVELOPMENT
RENOVATIONS TO EXISTING BUILDING
AND PROPOSED NEW 3 UNIT TOWNHOUSE UNITS
1234 BARRINGTON STREET, HALIFAX, N.S.**

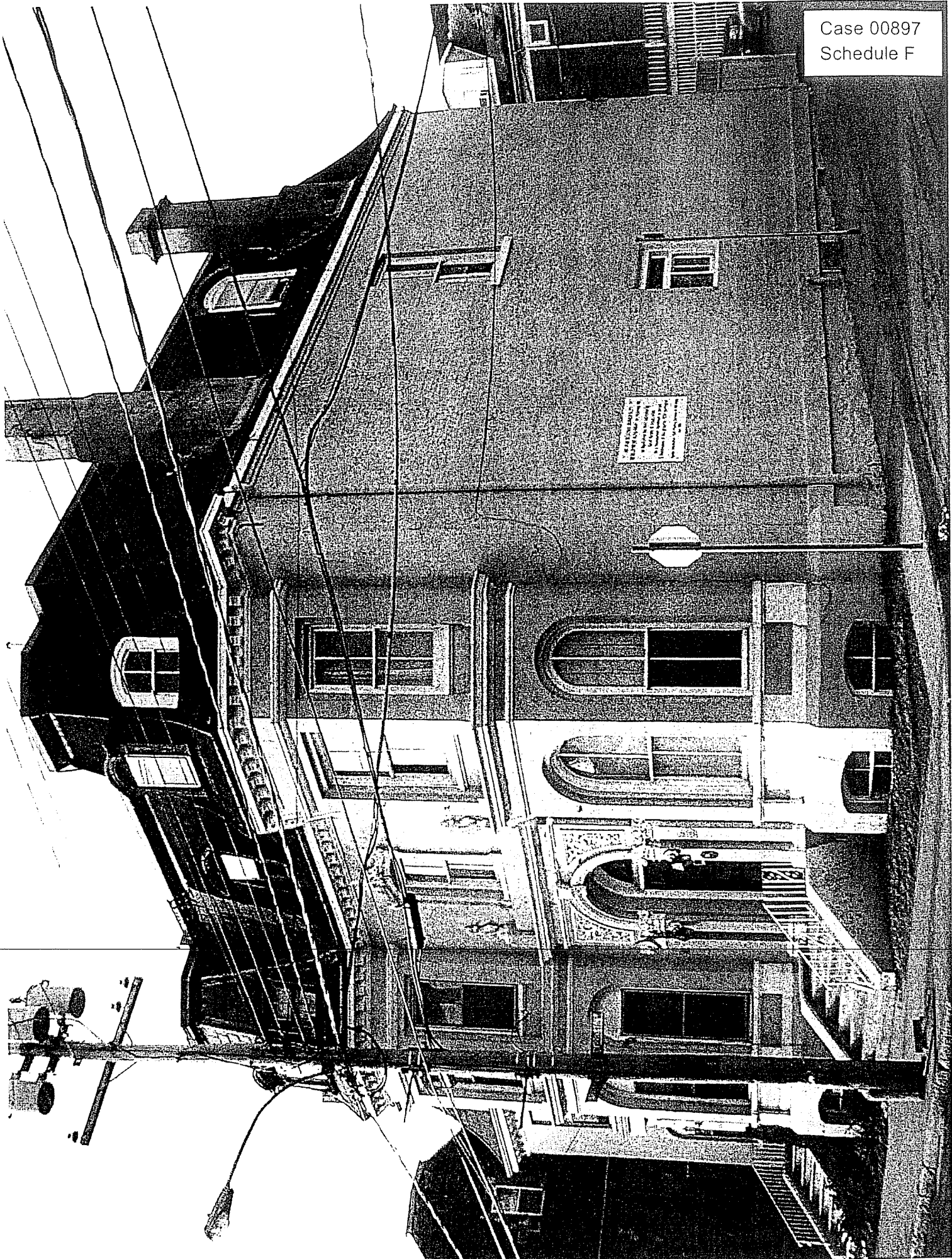
**GEOFF KEDDY
& ASSOCIATES
ARCHITECTURE
INTERIOR DESIGN**
5357 INGLIS STREET
HALIFAX, N.S. B3H1J4
PH: 420-9400 FAX: 420-9400





| | | | | |
|---|---|---|--|------------------------------|
|  | <p>GEOFF KEDDY & ASSOCIATES ARCHITECTURE INTERIOR DESIGN 5337 INGLIS STREET HALIFAX, N.S. B3H 1J4 PH: 420-9400 FAX: 420-9400</p> | <p>GERARD LODGE DEVELOPMENT RENOVATIONS TO EXISTING BUILDING AND PROPOSED NEW 3 UNIT TOWNHOUSE UNITS 1234 BARRINGTON STREET, HALIFAX, N.S.</p> | <p>NEW TOWNHOUSE EAST ELEVATION NEW TOWNHOUSE SOUTH ELEVATION</p> | <p>DATE: [] / [] / []</p> |
| | <p>DATE: [] / [] / []</p> | <p>DATE: [] / [] / []</p> | <p>DATE: [] / [] / []</p> | <p>DATE: [] / [] / []</p> |

A4



Relevant Sections of the Halifax Municipal Planning Strategy

SECTION II CITY-WIDE OBJECTIVES AND POLICIES

6. HERITAGE RESOURCES

Definitions

"Heritage Property" means an area, site, structure or streetscape of historic, architectural or cultural value registered in the Halifax Registry of Heritage Property.

"Heritage Conservation Area" means an area of concentration of properties unified by similar use, architectural style or historical development, which retains the atmosphere of a past era and which is registered in the Halifax Registry of Heritage Property.

Objective The preservation and enhancement of areas, sites, structures, streetscapes and conditions in Halifax which reflect the City's past historically and/or architecturally.

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.

6.1.1 The criteria by which the City shall continue to identify such areas, sites, structures, streetscapes and/or conditions identified in Policy 6.1 are set out in the official City of Halifax report entitled An Evaluation and Protection System for Heritage Resources in Halifax (City Council, 1978).

6.1.2 The City should designate those properties which meet the adopted criteria as registered heritage properties or registered heritage conservation areas and protect them within the terms of the Heritage Property Act.

6.4 The City shall attempt to maintain the integrity of those areas, sites, streetscapes, structures, and/or conditions which are retained through encouragement of sensitive and complementary architecture in their immediate environs.

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.

- 6.4.2 The City shall study the use of preservation easements and restrictive covenants to determine the extent to which they can be used in the preservation of registered heritage properties.
- 6.4.3 The City shall consider acquisition of registered heritage properties whenever acquisition is the most appropriate means to ensure their preservation.
- 6.4.4 The City shall organize and maintain a data bank on heritage conservation methods including data on costs, sources of funding, techniques, methods, and materials used on successful recycling or restoration projects, both for its own use and to encourage private sector involvement in heritage conservation.
- 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.

SECTION V SOUTH END AREA PLAN OBJECTIVES AND POLICIES

5. HERITAGE RESOURCES

- 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).

Attachment C

Public Information Meeting Minutes

Case 00897

April 19, 2007

In attendance: Randa Wheaton, Planner, Planning Applications
Gail Harnish, Planning Services
Paul O'Connor
Geoff Keddy, Architect

Regrets: Councillor Sloane

In attendance: 1 member of the public

Ms. Randa Wheaton called the public information meeting (PIM) to order at approximately 7 p.m. in Halifax Hall. The purpose of the meeting is to discuss an application for 1234 Barrington Street, a portion of Gerrard Lodge, which is a registered heritage property. She displayed a drawing of the building, noting the whole building is called Gerrard Lodge. It is actually two separate portions and two separate owners. She pointed out the portion under discussion tonight.

Mr. Aubrey Fricker indicated the community got concerned two to three years ago with the rate of houses being converted into student housing. It depends who is going to live there.

Mr. Paul O'Connor responded it was a crack house when he bought the building a year ago. They are gone now and it is students and working people living there.

Ms. Wheaton advised the plan is to convert the existing building into four condominium units.

Mr. O'Connor indicated he would like to have approval for four units. Right now there are twelve single rooms in the building. They are self-contained units. There would be a condominium on each floor and they would be sold as condominium units.

Ms. Wheaton advised they are also proposing townhouses at the rear of the building.

Mr. Fricker commented it appears the total area would become built on.

Ms. Wheaton noted there is policy in the Municipal Planning Strategy under Heritage Resources, Policy 6.8, which allows for some form of adaptive reuse of buildings. There is a recognition that it is often difficult and expensive to maintain a heritage building, so they offer this as an incentive to maintain heritage buildings. It allows for something normally not allowed under the zoning. For instance, they are proposing the three townhouse units in the rear yard. If it was the Townhouse Zone, it would be deficient and would not meet the requirements of the land use by-law. That is why a project like this can be considered.

It was noted the other half of the building put a big addition on the back.

Mr. Geoff Keddy commented that is really unfortunate as it is not attractive.

Ms. Wheaton noted this one is on a corner so there are more opportunities.

Mr. Keddy indicated he hoped the owner on the other part would contribute towards the roof and dormers (pointed out on sketch).

Mr. Wheaton responded she thought there was wording in the development agreement to require them to do some work to the roof.

Mr. Keddy indicated he had a meeting with the previous owner a couple of months ago. They managed to retrieve from him the original doors which they want to use.

Mr. Fricker asked if they were preserving the steps at the rear.

Mr. O'Connor responded yes, noting it is an outside fire escape. He also pointed out a driveway that would be used for the building.

Mr. Fricker questioned how wide the driveway was.

Mr. O'Connor responded 11' from wall to wall. You can fit a car plus the steps behind the two buildings.

Mr. Fricker referenced the area along the side.

Mr. O'Connor noted they will need access for garbage, access for walking, and access for loading and unloading. It will perhaps be a designated loading zone.

Mr. Fricker asked if they had problems with transients. Mr. O'Connor indicated it is wide open.

Ms. Wheaton noted there are windows and patios on this side (pointed out).

Mr. Fricker asked who would have access along this lane and whether they would have to have back access to the townhouses. Mr. O'Connor responded yes.

Mr. Keddy displayed a picture of what they look like now with the parking lot.

Mr. Fricker asked if they had fire access.

Ms. Wheaton responded they have balconies. She pointed out another access and a stair well.

Mr. Fricker commented what they are proposing is significantly less intensive than what their neighbours did.

Ms. Wheaton advised there was a small cottage in the rear area of his property which he wanted to demolish. As a trade-off to save that cottage, this is what they were given approval for.

Ms. Wheaton reviewed the development agreement process:

- the process starts with the receipt of an application
- staff did a preliminary review of the application
- we are now at the PIM, early on in the process
- staff will go back and do a more detailed technical review of the application
- we put together a report and a draft development agreement
- the report is tabled with the District 12 Planning Advisory Committee and the Heritage Advisory Committee, who will both make recommendations
- the matter goes to Regional Council to consider approval of the substantial alteration to a heritage building
- the matter then goes to Peninsula Community Council who will decide whether or not to hold a public hearing on the development agreement
- the public hearing is held
- there is an appeal process

Ms. Wheaton advised the development agreement would not only allow the townhouses but will talk about improvements that need to be done to the existing heritage structure.

Mr. O'Connor indicated they spent a lot of time with the heritage group. The new building will fit in and look like it has been there for 100 years.

Mr. O'Connor noted the units would be custom built and will be an open concept. It is for the middle-aged person and there are stairs.

Mr. Fricker indicated he was interested in design. The Municipality has a desire to repopulate the peninsula. He was interested in whether a study was done. Everybody speculates and he was not sure what the factors are. It is a stretch of the imagination that it will be families. The services are not there to bring up families. The population of seniors has been increasing.

Mr. O'Connor said it is all over North America. People are moving back. You go to any city and they are buildings lots of condominiums.

Ms. Wheaton commented that as you get older, you want to be closer to hospitals.

Mr. Fricker said he did not think they would have any problems with getting approval from the City and would be surprised if they got any opposition. He simply wondered about heritage opposition.

Mr. O'Connor stated they worked with them.

Mr. Fricker commented to some extent this is a threatened area. Parts of it has beautiful architecture but parts are on the border line of being slummy.

Mr. Fricker indicated the only issue he could see is where does this fit in with providing enough affordable housing. It is stated as a goal in the regional municipal planning strategy and he did not know how the City would implement that.

Mr. O'Connor said he wanted to be able to build these units and he wanted to have his main building improved. He did not have to act on those four units right away and did have the income from the twelve units. He did want the townhouses.

Mr. Fricker commented he thought the utility pole in this photograph stinks.

Mr. O'Connor stated it is a nice mesh of people living in this area.

Mr. Fricker asked what was in the basement.

Mr. O'Connor responded two bachelor units.

It was noted that the front of the building is on the property line. Also, that the garage is flush with the back yard.

The meeting adjourned at approximately 7:40 p.m.