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P.O. Box 1749
Halifax, Nova Scotia
B3J 3A5 Canada

Halifax Regional Council
November 16, 2004

TO: Mayor Kelly and Members of Halifax Regional Council

SUBMITTED BY:

A handwritten signature in dark ink, appearing to read "P. Halliday", written over a horizontal line.

Allan MacLellan, Chair
Heritage Advisory Committee

DATE: November 9, 2004

SUBJECT: **Case H00607 - Substantial Alteration - Thomas Keddy House, 1390
Thornvale Avenue, Halifax**

ORIGIN

August 19, 2004 Heritage Advisory Committee meeting.

RECOMMENDATION

The Heritage Advisory Committee **recommends** that Regional Council approve the substantial alteration to the registered heritage property known as the Thomas Keddy House at 1390 Thornvale Avenue, Halifax, to permit a residential development.

BACKGROUND

See attached staff report.

DISCUSSION

See attached staff report.

BUDGET IMPLICATIONS

None.

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:

None proposed.

ATTACHMENTS

- 1) Staff report to the Heritage Advisory Committee dated August 12, 2004
- 2) Extract from August 19, 2004 Heritage Advisory Committee minutes

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: Patti Halliday, Legislative Assistant

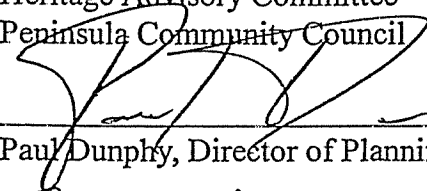
Report Approved by: Allan MacLellan, Chair, Heritage Advisory Committee

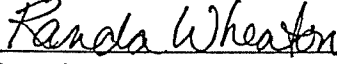


PO Box 1749
Halifax, Nova Scotia
B3J 3A5 Canada

**Heritage Advisory Committee - August 19, 2004
Peninsula Community Council - September 13, 2004**

To: Heritage Advisory Committee
Peninsula Community Council

Submitted by: 
Paul Dunphy, Director of Planning & Development Services


Randa Wheaton, Planner II, Planning & Development Services

Date: August 12, 2004

Subject: Case 00607: Development Agreement - Thomas Keddy House, 1390
Thornvale Avenue, Halifax.

ORIGIN

Request by Thornvale Estates Limited for a development agreement to permit eight residential units including an addition to the Thomas Keddy House and a single detached dwelling, 1390 Thornvale Avenue, Halifax. The creation of lots 1 to 4 inclusive, and the subsequent deregistration of lots 2, 3 and 4. This is a provincially and municipally registered heritage property.

RECOMMENDATIONS

It is recommended that Heritage Advisory Committee:

1. Consider the attached Development Agreement in relation to potential impacts on the registered heritage property of the proposed development and provide a recommendation to Peninsula Community Council to approve the proposed changes to 1390 Thornvale Avenue, Halifax, to permit a residential development.
2. Subject to a decision on the development agreement application by Peninsula Community Council, and pending the resolution of any appeals in relation to Community Council's decision, recommend that Halifax Regional Council approve the substantial alteration to the registered heritage property known as the Thomas Keddy House at 1390 Thornvale Avenue, Halifax, to permit a residential development.

RECOMMENDATIONS CONTINUED ON PAGE 2

It is recommended that Peninsula Community Council:

1. Give Notice of Motion to consider an application by Thornvale Estates Limited, for 1390 Thornvale Avenue, Halifax, to permit a residential development, and schedule a public hearing for October 8, 2004.
2. Approve the draft development agreement, presented as Attachment "A" of this report, for 1390 Thornvale Avenue, Halifax, to permit a residential development.
3. Require that 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 site history:

- The Thomas Keddy House, 1390 Thornvale Ave., is Second Empire style circa 1868-1869;
- the most famous resident of the estate, in the late 1800s, was T.E. Keddy, an entrepreneur, politician and confidant to Prime Minister MacDonald;
- 1390 Thornvale Avenue was designated as a municipally registered heritage property in 1982 and as a provincially registered heritage property in 2001;
- the site is 2.695 acres, with 251 feet of water frontage together with a water lot of 33,163 square feet, on the Northwest Arm; and
- the property is zoned R-1 (Single Family Residential), and designated LDR (Low Density Residential) under the Halifax Municipal Planning Strategy (see Map 1).

The Proposal

The proposed development includes:

- subdivision into four parcels (refer to Schedule "B");
 - Lot 1 will be the main parcel and will include:
 - (a) the Thomas Keddy House;
 - (b) an addition in the Second Empire architectural style to the north side of the heritage building to allow a total of eight residential units within the building;
 - (c) an amenity/recreation space;
 - (d) a wharf with a new boathouse;
 - (e) two six-car garages blended into the hillside with landscaped roofs;
 - (f) demolition of an existing unremarkable shed;
 - (g) demolition of a rear 1960's porch addition on the Thomas Keddy House;
 - (h) the existing boathouse is to be retained and repaired.
 - Lot 2 creates a single detached dwelling lot which will be required to meet Schedules "B", "N", "O", "P" and "Q" of the development agreement and the R-1 Zone requirements of the Halifax Peninsula Land Use Bylaw;

- Lots 3 and 4 are lots created and intended for private open space use and may be consolidated, subsequent to deregistration, with abutting properties;
- Lots 2, 3 and 4 are proposed for deregistration as they would not benefit from heritage registration.

Enabling Policy

This application is made pursuant to Policy 6.1.1 of the Halifax Municipal Planning Strategy (MPS), Peninsula Centre Area Plan, and Policy 6.8 of the city wide objectives (see Attachment "B"). Policy 6.1.1 sets out policy for 1390 Thornvale to be contemplated by development agreement while Policy 6.8 allows a registered heritage building to be considered by a development agreement for a change in use not permitted by the land use designation and zone. Both policies list 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 require substantial compliance with the MPS policies.

Public Information Meeting (PIM)

A PIM was held on October 23, 2003, to present information and receive input on the proposed development for this site (see Attachment "C"). No major changes to the proposal were requested at the meeting. Concern was expressed that the zoning would be changed from R-1 to R-3 and the density of the development was questioned.

- The property will remain zoned R-1. The LDR designation of the property does not provide policy to allow for a rezoning from low to high density residential zones but Policy 6.8 allows changes to heritage sites through a development agreement.
- The density for the proposed project would be comparable to the density that could be achieved if the parcel was subdivided into single unit dwelling lots.

Public Hearing Notification

Should Community Council decide to proceed with a public hearing on this application, in addition to published newspaper advertisements accessible to the general public, property owners in the immediate area will be individually notified. The area of notification is shown on Map 1.

DISCUSSION

The attached development agreement addresses the proposal as follows:

- Lot 1 - the Thomas Keddy House and associated buildings and structures;
- Lot 2 - a lot created for an R-1 single detached dwelling and the proposed house design;
- Lots 3 and 4 - lots created for open space but which may be consolidated with abutting properties and upon consolidation be allowed R-1 uses;
- Lots 2, 3 and 4 - deregistration to occur subsequent to subdivision and prior to consolidation.

Staff evaluated the development agreement pursuant to the criteria set out in Sections 6.1.1 and 6.8 of the MPS and, with respect to the Thomas Keddy House, have the following comments:

- **Alteration:** The addition to the Thomas Keddy House is designed to be sympathetic to the original building. The removal of the 1960's porch will create a more historically accurate rear facade. The new boathouse imitates an historic wharf feature that was lost.
- **Integrity:** The retention of the Thomas Keddy House, the boathouse and the treed grounds supports the historic character and integrity of the property.
- **Traffic:** Although there will be an increase in traffic on Webster Terrace, given the small size of the development, the traffic impact is considered minimal.
- **Parking:** Twelve parking spaces are provided in the parking garages and 3 visitor's spaces will be provided adjacent to the site entrance by the amenity space.
- **Open Space:** The site plan shows that more than 50% of the site is dedicated to open space and the existing vegetation is to be maintained and supplemented.
- **Landscaping:** The development agreement requires tree preservation/landscape plans and establishes some minimum requirements for landscaping.
- **Compatibility:** The proposed residential uses are in keeping with the residential surroundings. The addition and associated accessory buildings have been designed to reflect and complement the Thomas Keddy House.

To maintain and enhance the heritage value of the site, the development agreement requires:

- painting the exterior of the existing buildings;
- replacement or restoration of missing or damaged roof shingles and architectural detailing;
- removal the 1960s addition to the building;
- replacement or repair of the front step of the Thomas Keddy House;
- retention of the existing flag pole above the front door of the Thomas Keddy House;
- creation of a missing historic wharf element with the new wharf and boathouse;
- preservation of existing trees and landscaping of the open space on the site; and
- construction of a detached dwelling that is compatible with the Thomas Keddy House in scale and through the incorporation of similar design elements and materials.

Conclusion

Staff concludes that the proposed residential development will create an apartment style addition to the heritage building that meets criteria related to maintaining the integrity of the heritage property and maintaining the building's heritage value while not unduly disrupting the adjacent residential uses as outlined in Policies 6.1.1 and 6.8 of the Halifax MPS. The proposed development agreement contains provisions which ensure that the proposed development, including the proposed single detached dwelling, is constructed and maintained in a manner that is consistent with the MPS policy and that the proposed development maintains the architectural integrity of the heritage building. Therefore staff recommend that the proposed development agreement be approved.

BUDGET IMPLICATIONS

None.

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

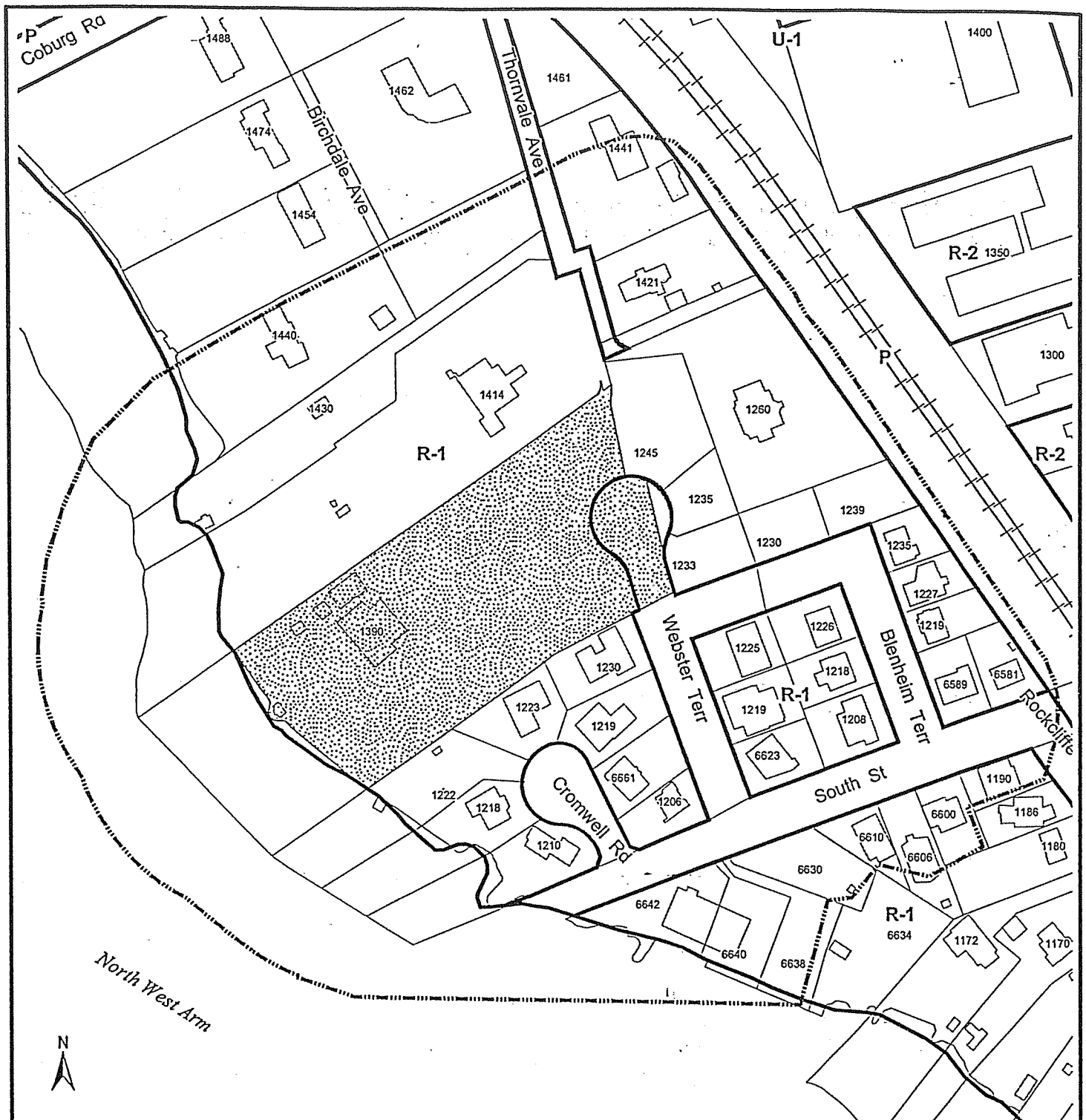
1. Council may approve the proposed development agreement, presented in Attachment "A", for 1390 Thornvale Avenue to permit a residential development. This is the staff recommendation.
2. Council may refuse to enter into the development agreement, and in doing so, must provide reasons based on conflict with existing MPS Policy. Staff does not recommend this alternative, based on the policy analysis contained in this report.
3. 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 for the area.

ATTACHMENTS

Map 1	Zoning and Property Notification Area
Attachment "A"	Draft Development Agreement with: <ul style="list-style-type: none">Schedule "A" Legal Description of the LandsSchedule "B" Site Plan (0043)Schedule "C" Front (East) Elevation (0033)Schedule "D" Rear (West) Elevation (0034)Schedule "E" North (Side) Elevation (0032)Schedule "F" South (Side) Elevation (0031)Schedule "G" Basement Floor Plan (0036)Schedule "H" Main Floor Plan (0035)Schedule "I" Second Floor Plan (0037)Schedule "J" Third Floor Plan (0038)Schedule "K" Carriage House (car garage) Plans (0039)Schedule "L" Wharf and New Boathouse Plans (0040)Schedule "M" Photos of Existing BoathouseSchedule "N" Single Dwelling Front and North Side Elevation (0044)Schedule "O" Single Dwelling Rear Elevation (0045)Schedule "P" Single Dwelling South Side Elevation (0048)Schedule "Q" Single Dwelling Floor Plans (0046)
Attachment "B"	Relevant Sections of the Halifax Municipal Planning Strategy
Attachment "C"	Minutes of the October 23, 2003 Public Information Meeting


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


Report prepared by Randa Wheaton, Planner II, Planning Services, ph. 490-4499.



Map 1 - Zoning and Property Notification Area

1390 Thornvale Avenue
Halifax

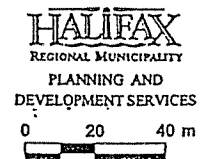
 Property under consideration
for a development agreement

 Area of notification

Halifax Peninsula
Land Use By-Law Area

Zone

R-1 Single Family Dwelling
R-2 General Residential
P Park and Institutional



This map is an unofficial reproduction of a
portion of the Halifax Peninsula Land Use
By-Law area.

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

Attachment "A"

THIS AGREEMENT made this day of , 2004,

BETWEEN:

THORNVALE ESTATES LIMITED

A body corporate, in Halifax Regional Municipality,
Province of Nova Scotia,
(hereinafter called the "Developers")

OF THE FIRST PART

-and-

HALIFAX REGIONAL MUNICIPALITY

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

OF THE SECOND PART

WHEREAS the Developers are the registered owners of certain lands located at 1390 Thornvale Avenue, Halifax and which said lands are more particularly described in Schedule "A" to this Agreement (hereinafter called the "Lands");

AND WHEREAS the Developers have requested that the Municipality enter into a development agreement to permit a total of eight residential units including an addition to the Thomas Keddy House, demolition of a shed and porch, subdivision of the property into four lots and deregistration of lots 2, 3 and 4 on the Lands pursuant to the provisions of the Municipal Government Act and the Municipal Planning Strategy and Land Use By-law for Halifax;

AND WHEREAS the Peninsula Community Council of Halifax Regional Municipality approved this request at a meeting held on 2004, referenced as Municipal Case Number 00607;

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 The Developers agree that the Lands shall be subdivided, developed and used only in accordance with and subject to the terms and conditions of this Agreement.

- 1.2 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, as may be amended from time to time.
- 1.3 Except as otherwise provided for herein, the subdivision of the Lands shall comply with the requirements of the Subdivision By-law for Halifax, as may be amended from time to time.
- 1.4 Pursuant to Section 1.2 and 1.3, nothing in this Agreement shall exempt or be taken to exempt the Developers, lot owners 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 and Subdivision By-law to the extent varied by this Agreement), or any statute or regulation of the Province of Nova Scotia, and the Developers or lot owners agree to observe and comply with all such laws, by laws and regulations in connection with the development and use of the Lands.
- 1.5 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 and Subdivision 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.
- 1.6 The Developers and each lot owner 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 owned by the Developers or lot owners.
- 1.7 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: USE OF LANDS AND DEVELOPMENT PROVISIONS

2.1 Schedules/Use of Lands

- 2.1.1 The Developers shall construct an addition to the existing heritage building, construct accessory buildings and a single detached dwelling at 1390 Thornvale Avenue on the Lands, which, in the opinion of the Development Officer, are substantially in conformance with Schedules "B" to "Q" inclusive (Plans No. 00607 - 0031 to 00607-0040 inclusive, 00607-0043 to 00607-0046 inclusive and 00607-0048 filed in the Halifax Regional Municipality Planning and Development Services Department as Case 00607).

- 2.1.2 The Developer shall not subdivide, develop or use the lands for any purpose other than:
- (a) to subdivide the parent parcel into four lots, 1,2,3 and 4;
 - (b) to develop Lot 1 as an eight unit residential development with an amenity/recreation space, two six-car garages, and a wharf with a boat house in accordance with the provisions of this agreement;
 - (c) to develop Lot 2 in accordance with the provisions of the R-1 Zone of the Halifax Peninsula Land Use By-law as an R-1 zoned lot; and
 - (d) to develop Lots 3 and 4 as open space in accordance with this agreement.

- 2.1.3 The schedules to this Agreement are:

Schedule "A" Legal Description of the Lands
Schedule "B" Site Plan (0043)
Schedule "C" Front (East) Elevation (0033)
Schedule "D" Rear (West) Elevation (0034)
Schedule "E" North (Side) Elevation (0032)
Schedule "F" South (Side) Elevation (0031)
Schedule "G" Basement Floor Plan (0036)
Schedule "H" Main Floor Plan (0035)
Schedule "I" Second Floor Plan (0037)
Schedule "J" Third Floor Plan (0038)
Schedule "K" Carriage House (car garage) Plans (0039)
Schedule "L" Wharf and New Boathouse Plans (0040)
Schedule "M" Photos of Existing Boathouse
Schedule "N" Single Dwelling Front and North Side Elevation (0044)
Schedule "O" Single Dwelling Rear Elevation (0045)
Schedule "P" Single Dwelling South Side Elevation (0048)
Schedule "Q" Single Dwelling Floor Plans (0046)

2.2 Building Architecture

2.2.1 LOT ONE

For Lot one as shown on Schedule "B" and known as the Thomas Keddy House, a municipally and provincially registered property, and also known as the Thornvale Condominiums, the following shall apply:

2.2.1.1 The Thomas Keddy House

- 2.2.1.1.1 The maximum number of dwelling units permitted on the lands of Lot 1 shall be limited to eight within a single building.

- 2.2.1.1.2 An addition to the Second Empire style building known as the Thomas Keddy House, at 1390 Thornvale Avenue, shall be permitted in accordance with the Schedules. The existing building shall be maintained in its current location.
- 2.2.1.1.3 The maximum height of any portion of the building shall be 50 feet being measured as the vertical distance of the highest point of the roof above the mean grade of the existing ground adjoining the building. The height shall exclude chimneys, decorative metal detailing and finials.
- 2.2.1.1.4 Trim detailing on the addition to the Thomas Keddy House shall be constructed in the same style and from the same materials, or equivalent, as found on the existing building (including, but not limited to, cornice, soffit, quoins, sills, lintels, trim, etc.). The trim around the front porch shall be made of painted wood or equivalent. All metal trim on the roof shall be wrought iron. All damaged or missing architectural details or components on the Thomas Keddy House shall be repaired or replaced with similar or equivalent materials. The existing building shall be repainted in a colour approved by HRM's Heritage Planner.
- 2.2.1.1.5 In keeping with the Second Empire style of architecture of the Thomas Keddy House, all new or replacement windows shall be trimmed in wood or equivalent but vinyl window inserts shall be permitted.
- 2.2.1.1.6 In keeping with the Second Empire architectural style of Thomas Keddy House, the main entry doors on the front facade of the existing structure shall only be replaced with decorative wood and glass doors suitable to the period.
- 2.2.1.1.7 The addition shall be predominantly wood lap or hardiplank siding, or equivalent, painted or coloured to match and complement the existing facade. Vinyl siding shall not be permitted.
- 2.2.1.1.8 The existing front steps of the Thomas Keddy House shall be repaired or replaced, as required, with similar materials and painted to complement the building during the construction phase.
- 2.2.1.1.9 All balconies on the existing, and addition to, the Thomas Keddy House shall be made of decorative metal with glass backup. At grade privacy areas shall be made of decorative unit pavers with privacy screens and/or coniferous hedging with a minimum height of four feet.
- 2.2.1.1.10 Any exposed foundation of the Thomas Keddy House or the new addition shall be brick veneer or equivalent.

- 2.2.1.1.11 The existing flag pole above the front entrance of the Thomas Keddy House shall be maintained in its present location.
- 2.2.1.1.12 Minor alterations made to the existing building including, but not limited to, the replacement of roof shingles, windows, doors, architectural detailing and other miscellaneous repairs shall be approved by the Development Officer in consultation with HRM's Heritage Planner. Any changes in colour of the building or a portion thereof shall be approved by the HRM's Heritage Planner prior to implementation.
- 2.2.1.1.13 Adequate provisions for vehicular access to Webster Terrace shall be provided at time of subdivision approval.
- 2.2.1.1.14 The demolition of the rear 1960's porch addition shall be undertaken in a manner sensitive to the potential negative impacts on the existing heritage building and any damage resulting from the demolition shall be repaired in accordance with the terms of this agreement. Similarly, any damage resulting from the demolition of the existing shed shall be repaired in accordance with the terms of this agreement.
- 2.2.1.1.15 The Developer shall provide an area designated for the storage of recyclables, paper, organics and refuse, and the collection and loading of the same. Sufficient space shall be provided in a common area of the property (interior or exterior) for five separate containers, one each to store:
- (i) corrugated cardboard boxes,
 - (ii) newspapers/magazines/flyers/ envelopes/paper,
 - (iii) food and drink containers ,
 - (iv) organics, and
 - (v) refuse (ie., materials not included in other categories).
- 2.2.1.1.16 The area used for collecting and loading of recyclables, paper, organics and refuse shall:
- (i) be of adequate size for five separate bin(s) for each type of material (i.e. corrugated cardboard boxes, newspapers/magazines/flyers/envelopes/paper, food and drink containers, organics and refuse);
 - (ii) be accessible and convenient for tenants and waste haulers;
 - (iii) be adjacent to each other where ever feasible;
 - (iv) be clearly identified by signage and clearly identify by separate signs the type of materials accepted in each separate bin; and
 - (v) include a water hose connection outlet for the maintenance and cleaning of the five (5) separate bins, as necessary, where the designated storage area is wholly contained within the interior of the building structure.

- 2.2.1.1.17 The Developer is encouraged to provide the waste and recycling facility within the building but if external, the facility shall be enclosed and visually screened from view.
- 2.2.1.1.18 The Developer shall provide no fewer than 15 parking spaces on Lot 1: 12 within the carriage house and three visitor spaces. All parking areas for Lot 1 shall be paved with asphalt, concrete or other suitable impermeable surface. Driveway accesses shall conform to By-Law S-300.

2.2.1.2 Existing Boathouse, New Boathouse, Seawall and Wharf - Lot One

- 2.2.1.2.1 All damaged or missing architectural elements on the existing boathouse shall be repaired or replaced with similar materials or equivalent during the construction period.
- 2.2.1.2.2 The existing boathouse shall be maintained in close proximity to its current location, maintained in its present form and repainted. Alterations made to the building, including new shingles, windows, doors, and other miscellaneous repairs, or any changes in colour of the building, shall be approved by the Development Officer in consultation with HRM's Heritage Planner.
- 2.2.1.2.3 The existing seawall shall be maintained in basically the same location and same material or equivalent, and any modifications shall comply with the requirements of Fisheries and Oceans Canada, any other applicable agency and shall be approved by the Development Officer.
- 2.2.1.2.4 The proposed wharf and new boat house shall be located as shown on Schedules "B" and "L". Prior to construction, the applicant shall obtain approvals from Fisheries and Oceans Canada, any other applicable agency, and the Development Officer in consultation with HRM's Heritage Planner.
- 2.2.1.2.5 The wharf, including the connecting bridge and floating dock, and new boathouse shall be constructed in compliance with Schedules "B" and "L". The design, colour, materials and architectural detailing shall be in keeping with the associated heritage buildings on Lot 1.
- 2.2.1.2.6 The proposed railings and wood trimmed columns shall be similar to those used on the other buildings of Lot 1.

2.2.1.3 Amenity and Recreation Space - Lot One

- 2.2.1.3.1 The amenity and recreation space shall be located as shown on Schedule "B". Any buildings constructed within the amenity and recreation space shall reflect the

architecture and detailing of the Thomas Keddy House including materials and colours and shall not exceed the footprint of 40 feet by 40 feet. The amenity and recreation space may include a swimming pool, gazebo or similar recreation facilities.

- 2.2.1.3.2 Prior to the construction of any buildings or facilities in this area a passive amenity area shall be created with landscaping, a hard surface area and shall include appropriate decorative seating and a corresponding decorative refuse container.

2.2.1.4 **Carriage House - Lot One**

- 2.2.1.4.1 The carriage house (two, six-car garages) shall be located as shown on Schedule "B" and shall be constructed in compliance with Schedule "K". The design, colour, materials and architectural detailing shall be in keeping with the associated heritage buildings.

- 2.2.1.4.2 Any walls open to view shall be predominantly wood lap or hardiplank siding, or equivalent, painted or coloured to match and complement the building facade. Vinyl siding shall not be permitted. The roof is to be landscaped so that the structures blend into the hillside. The stairway shall be decorative stone, wood or unit pavers on concrete.

2.2.1.5 **General Provisions**

- 2.2.1.5.1 Any construction changes that may require new features otherwise not provided for in this agreement to be added or changed (such as, but not limited to, doors, windows or stairwells), shall be submitted to the Development Officer who, in consultation with the Heritage Planner and HRM's Heritage Advisory Committee shall review such changes prior to approval of final plans.

- 2.2.1.5.2 Pursuant to Section 2.2, the Development Officer in consultation with the Heritage Planner may approve minor modifications to the location, size and height of the buildings or structures, as well as the architectural design of the buildings or structures, 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 the Lands.

2.2.1.6 **Landscaping - Lot One**

- 2.2.1.6.1 A detailed Landscape Plan prepared by a Landscape Architect (that is a full member, in good standing, of the Atlantic Provinces Association of Landscape Architects) shall be submitted with the application for Building and Development Permits for Lot 1.

The detailed landscape plan shall include, as a minimum, planting as identified in this agreement and shall identify measures to provide a buffer and/or screening between the building and adjacent residential properties as well as for aesthetic enhancement.

2.2.1.6.2 Specific Landscaping measures shall be provided as follows:

- (a) Along the driveway to the Thomas Keddy House, landscaping shall consist of a minimum of; the preservation of all remaining trees and shrubs, three full size high branching deciduous trees, having a minimum size of 2.5 inch caliper, and placed to the south of the driveway; five mid-size upright branching deciduous trees, having a minimum size of 2 inch caliper, and placed to the north of the driveway. The proposed trees are to be compatible with the existing trees in the area and should be salt tolerant varieties.
- (b) At the entrances to the Thomas Keddy House, foundation planting shall be provided in the form of upright shrubs with a minimum height of 2 feet and ground covers. At least six shrubs shall be provided on each side of the two main entrances in mulched planting beds.
- (c) All proposed retaining walls shall be constructed of a decorative modular stone retaining wall system or equivalent.
- (d) All proposed walkways shall be poured in place concrete, decorative patio slabs or unit pavers of a compatible colour. Please see Schedule "B" for the location of the walkways. Existing walkways shall be repaired or replaced.
- (e) The landscape island in front of the Thomas Keddy House shall be a landscape feature including high branching deciduous trees (minimum 2 inch caliper), coniferous and deciduous shrubs (minimum two feet height or spread) and ground covers.
- (f) Landscape screening in the form of trees and shrubs, 50% of which shall be coniferous, is to be provided along the north property boundary adjacent to the proposed addition.
- (g) All areas where demolition has occurred shall be reinstated with topsoil and sod or hard surface material as appropriate.
- (h) It is the responsibility of the developer to ensure that the parking structure is capable of supporting loads for 6 inches of drainage gravel over the extent of the roofs plus an additional 16 inches of topsoil for sod, all of which is in addition to the anticipated mature weight of the sod.

- (i) Screen planting in the form of upright shrubs with a minimum of 50% being coniferous shall be located at the base of all retaining walls. All shrubs shall be a minimum of 2 feet high and be planted with a minimum on centre spacing of 2 feet. Low maintenance ground covers or vines in association with shrubs and retaining walls should be used.
- (j) All soft landscape areas to be sodded shall use sod which conforms to the Canadian Nursery Sod Growers' Specifications. All plant material shall conform to the Canadian Nursery Trades Association Metric Guide Specifications and Standards.
- (k) Shrub material shall be used to screen any electrical transformers or other utility boxes.

- 2.2.1.6.3 Construction Details or Manufacturer's Specifications for all constructed landscaping features (such as fencing, retaining walls, pavilion, recycling facilities, etc) shall be provided to the Development Officer, and describe their design, construction, specifications, hard surface areas, materials and placement so that they will enhance the design of individual buildings and the heritage character of the surrounding area.
- 2.2.1.6.4 Overall, a minimum of fifty (50) percent of Lot 1 shall be used for private open space and landscaped areas.
- 2.2.1.6.5 A landscape plan shall be submitted, as part of the building permit application, to the Development Officer, who shall consult with the Heritage Planner prior to approval of final plans.
- 2.2.1.6.6 The Developer shall submit a completion certificate prepared by a member in good standing of the Atlantic Provinces Association of Landscape Architects to the Development Officer stating that all landscaping is in compliance with the terms of the Development Agreement.

2.2.2 LOT TWO

2.2.2.1 Single Family Dwelling

- 2.2.2.1.1 One single detached dwelling and no other use may be constructed on Lot two in accordance with Schedules "B", "N", "O", "P" and "Q" of this agreement, the R-1 Zone requirements and all other applicable requirements of the Halifax Peninsula Land Use Bylaw.
- 2.2.2.1.2 Adequate provisions for vehicular access to Webster Terrace shall be provided at the time of subdivision approval.

2.2.3 LOTS THREE AND FOUR

- 2.2.3.1 Lots three and four may only be used as private open space and uses accessory to the foregoing. Lots three and four may be consolidated with an adjacent parcel of land and upon consolidation any use permitted within the R-1 zone shall apply.

2.3 Tree Preservation

- 2.3.1 A detailed Tree Preservation/Landscape Plan for the whole site prepared by a Landscape Architect (that is a full member, in good standing, of the Atlantic Provinces Association of Landscape Architects) or Certified Arborist (that is a full member, in good standing, of the International Society of Arborists) shall be submitted with all applications for Building and Development Permits. The detailed tree preservation/landscape plan shall include, as a minimum, all trees to be preserved and shall identify measures to provide a buffer and/or screening between the building and adjacent residential properties as well as for aesthetic enhancement.
- 2.3.2 Every effort shall be made to ensure the preservation of the existing living trees, three inches or greater in diameter, designated on the tree preservation/landscape plan to be preserved on the Lands. Tree removal will be allowed for the construction of the Carriage House. The landscape plan required in Section 2.2.1.6.1 shall identify the limit of disturbance, the hoarding fence location and any stockpile locations and this shall be reflected on the tree preservation/landscape plan required in Section 2.3.1.
- 2.3.3 Proper arboricultural practices shall be undertaken and shall include such activities as the erection of tree protective hoarding fences located as close to the dripline of the trees to be preserved (adjacent to the construction access and construction zone) as possible for the duration of construction and the pruning of any damaged limbs or roots. No stockpiling of soil or materials within the hoarded areas, or excavation/soil disturbance within ten feet to the trunk of any tree to be preserved will be allowed.
- 2.3.4 Notwithstanding sections 2.3.2 and 2.3.3 of this agreement, where a Certified Arborist, Landscape Architect, Landscape Technologist, Urban Forester or other person with an equivalent degree or diploma engaged by the property owner certifies in writing that a tree poses a danger to people or property or is in severe decline, the Development Officer may permit the tree to be removed.
- 2.3.5 Any trees to be preserved that are damaged or improperly removed should be replaced, two new trees for each damaged tree, with trees of the same type and with minimum sizes of 2.5 inch caliper for deciduous trees and coniferous trees a minimum of 5 feet high.

2.4 Maintenance

The Developers shall maintain and keep in good repair all portions of the development on the Lands, including but not limited to, the interior and exterior of 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 of walkways and driveways.

2.5 Streets and Municipal Services

The Developers 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 Developers. Site servicing shall be accomplished so as to have no impact on the existing trees to be preserved. All construction shall be in accordance with HRM specifications.

2.6 Occupancy Permit

- 2.6.1 No occupancy permit shall be issued for any building constructed on the lands until such time as the landscaping has been completed in accordance with section 2.2.1.6 of this agreement, provided however that where such building has been completed and all other terms of this agreement have been met, an occupancy permit may be issued provided that the Developers supply a security deposit in the amount of 110 percent of the estimated cost to complete the landscaping. The security deposit shall be in the form of a certified cheque or automatically renewed irrevocable Letter of Credit issued by a chartered bank to the Development Officer.
- 2.6.2 Should the Developers not complete the landscaping within six months of issuance of the occupancy permit or by September 1 of the year in which the occupancy permit was issued, whichever is earlier, the Municipality may use the deposit to complete the landscaping as set out in section 2.2.1.6 of this agreement. The Developers 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 Developers upon completion of the work.
- 2.6.3 Pursuant to Section 2.5, 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 120 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 automatically renewed irrevocable Letter of Credit issued by a chartered bank. The security shall be returned to the Developers only upon completion of all work, as described herein and illustrated on the Schedules, and as approved by the Municipality.

2.7 Subdivision

2.7.1 The lands shall only be subdivided into four lots as shown on Schedule "B".

2.8 Deregistration

2.8.1 Within 30 days of approval of the subdivision, the Developers shall apply to deregister Lots three and four both Provincially and Municipally.

2.8.2 Deregistration shall occur prior to any consolidation of lots 3 and 4.

2.8.3 Subsequent to the issuance of an occupancy permit, the Developers shall apply to deregister Lot two both Provincially and Municipally.

2.9 Consolidation

2.9.1 Lots 3 and 4 may be consolidated with adjacent properties but only subsequent to deregistration so that the consolidated lands are not unintentionally encumbered with an inappropriate heritage designation and the consolidated lands shall continue to be zoned R-1.

2.10 General Conditions

2.10.1 Nothing in this agreement shall compel or obligate Regional Council in any way.

2.10.2 A Level 2 approval from the Heritage Advisory Committee is required prior to the issuance of any building permits for the Lands.

PART 3: AMENDMENTS

3.1 The provisions of this Agreement relating to the following matters are identified as and shall be deemed to be not substantial and may be amended by resolution of Peninsula Community Council:

- (a) substantive changes to the architectural requirements/details, building placement, landscaping or materials as shown on the attached schedules or as detailed in Section 2.2

which, in the opinion of Council, the Development Officer, the Heritage Planner, and HRM's Heritage Advisory Committee, are minor in nature.

- 3.2 Amendments to any matters not identified under Section 3.1 shall be deemed substantial and may only be amended in accordance with the approval requirements of the Municipal Government Act.

PART 4: REGISTRATION, EFFECT OF CONVEYANCES AND DISCHARGE

- 4.1 A copy of this Agreement and every amendment and discharge of this Agreement shall be recorded at the office of the Registry of Deeds at Halifax, Nova Scotia and the Developers shall pay or reimburse the Municipality for the registration cost incurred in recording such documents.
- 4.2 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 In the event that construction of the project has not commenced within five years from the date of registration of this Agreement at the Registry of Deeds, as indicated herein, the Municipality may, by resolution of Council, either discharge this Agreement whereupon this Agreement shall have no further force or effect, or upon the written request of the Developers, grant an extension to the date of commencement of construction. For the purposes of this section, "commencement of construction" shall mean completion of the footings for the proposed building.
- 4.4 If the Developer(s) fails to complete the development, or after seven years from the date of registration of this Agreement at the Registry of Deeds, 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.

PART 5: ENFORCEMENT AND RIGHTS AND REMEDIES ON DEFAULT

- 5.1 The Developers 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 Developers. The Developers 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 Developers agree to allow for such an inspection during any reasonable hour within one day of receiving such a request.

- 5.2 If the Developers fails to observe or perform any covenant or condition of this Agreement after the Municipality has given the Developers 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 Developers from continuing such default and the Developers 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 Developers 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.

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

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

per: _____

Sealed, Delivered and Attested
by the proper signing officers of
Halifax Regional Municipality
duly authorized on that behalf
in the presence of:

per: _____

)
) THORNVALE ESTATES LIMITED

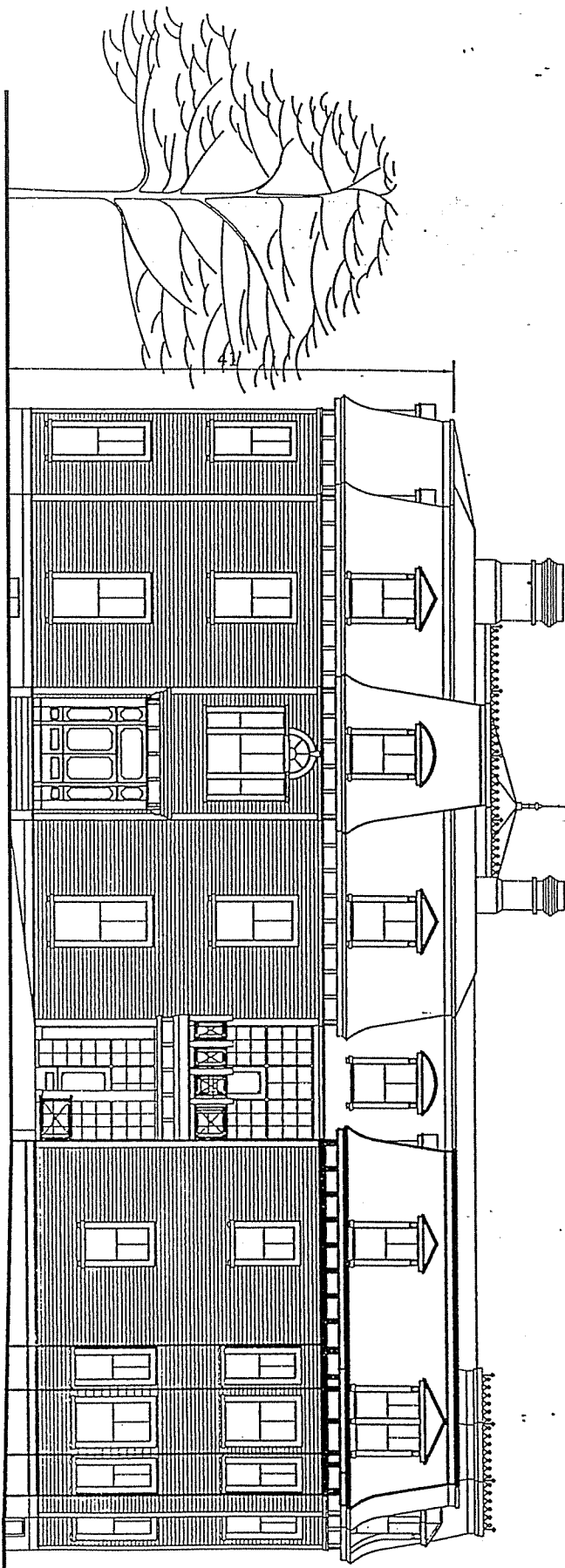
)
)
) per: _____

)
)
) per: _____

)
)
) HALIFAX REGIONAL
) MUNICIPALITY

)
)
) per: _____
) Mayor

)
) per: _____
) Municipal Clerk



FRONT ELEVATION

THORNVALE CONDOMINIUMS

00607-0033

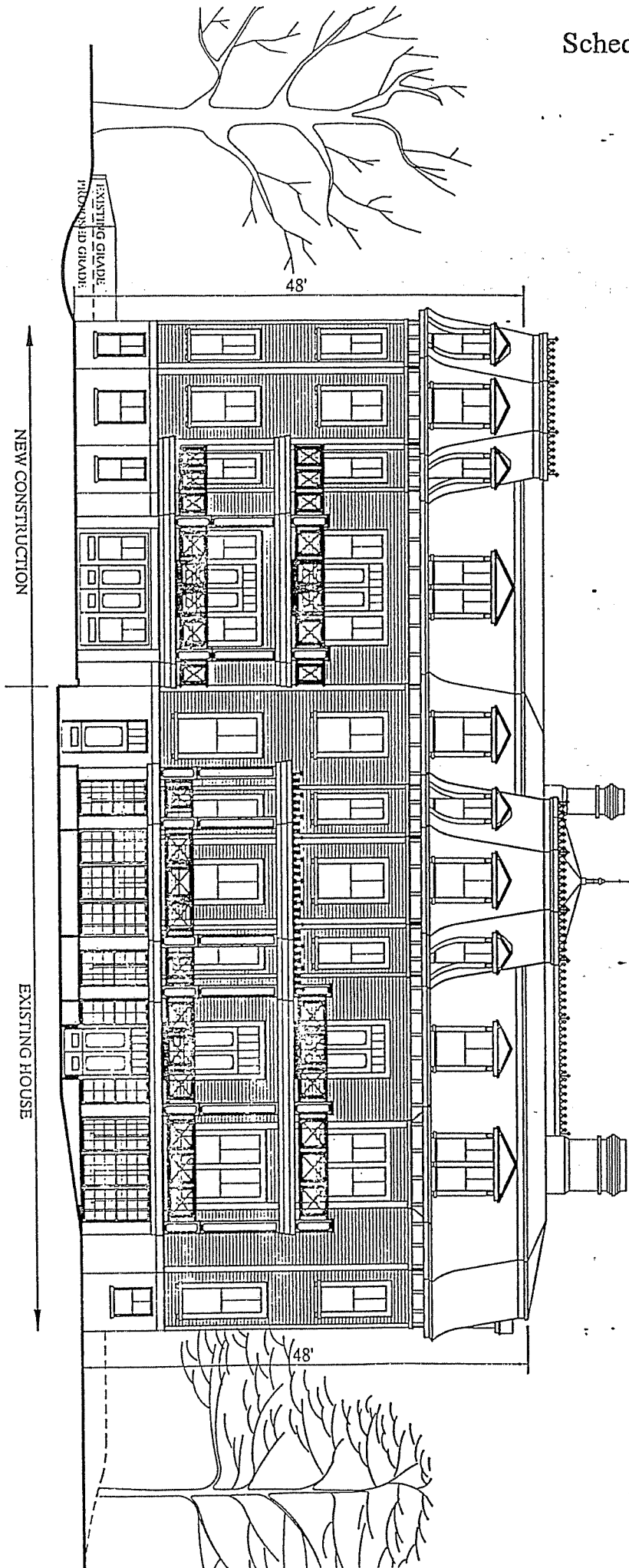
HALIFAX, NOVA SCOTIA

ELEVATIONS

KASSNER/GOODSPEED ARCHITECTS

5663 CORNWALLIS STREET SUITE 200
HALIFAX, N.S. B3K 1B6 902-422-1557

1/16"=1'-0"
APRIL, 04



REAR ELEVATION

THORNVALE CONDOMINIUMS 00607-0034

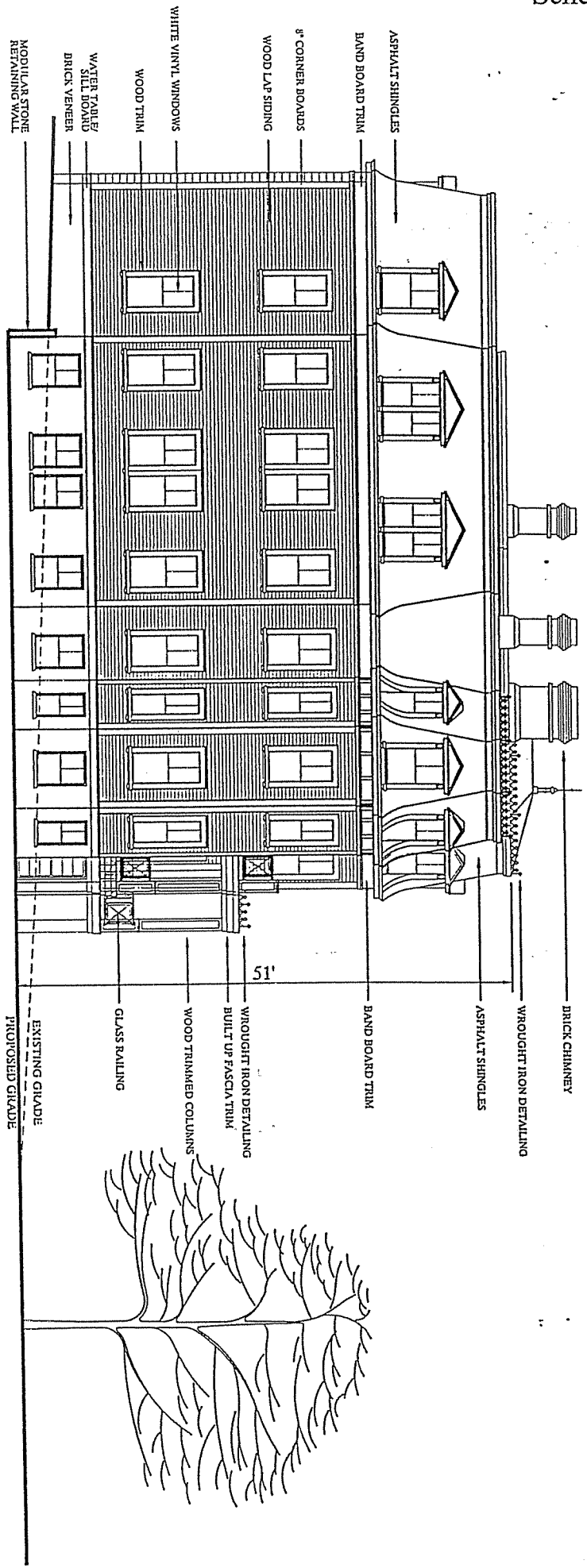
HALIFAX, NOVA SCOTIA

ELEVATION

KASSNER/GOODSPEED ARCHITECTS

5663 CORNWALLIS STREET SUITE 200
HALIFAX, N.S. B3K 1B6 902-422-1557

1/16"=1'-0"
APRIL, 00



SIDE ELEVATION

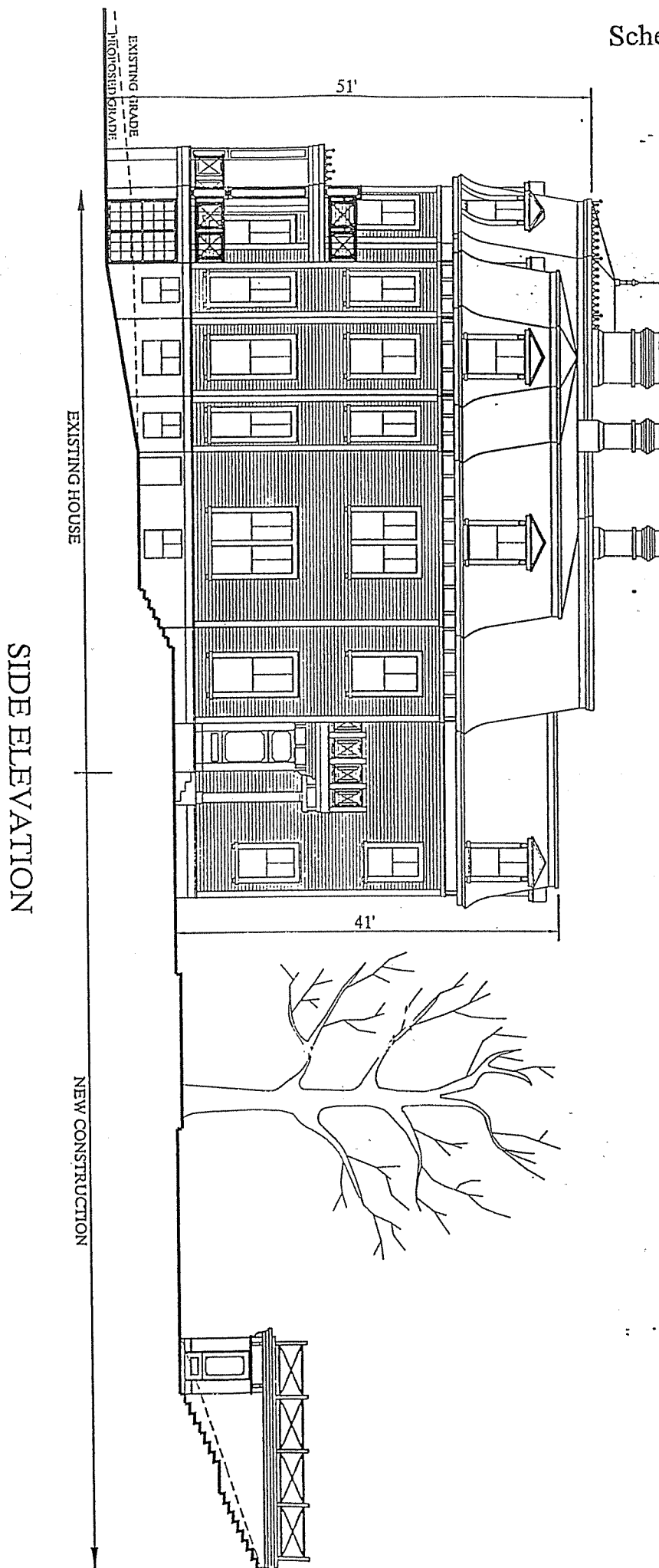
THORNVALE CONDOMINIUMS 00607-0032

HALIFAX, NOVA SCOTIA

KASSNER/GOODSPEED ARCHITECTS

5663 CORNWALLIS STREET SUITE 200
 HALIFAX, N.S. B3K 1B6 902-422-1557

ELEVATIONS
 1/16" = 1'-0"
 APRIL, 04



THORNVALE CONDOMINIUMS 00607 - 0031

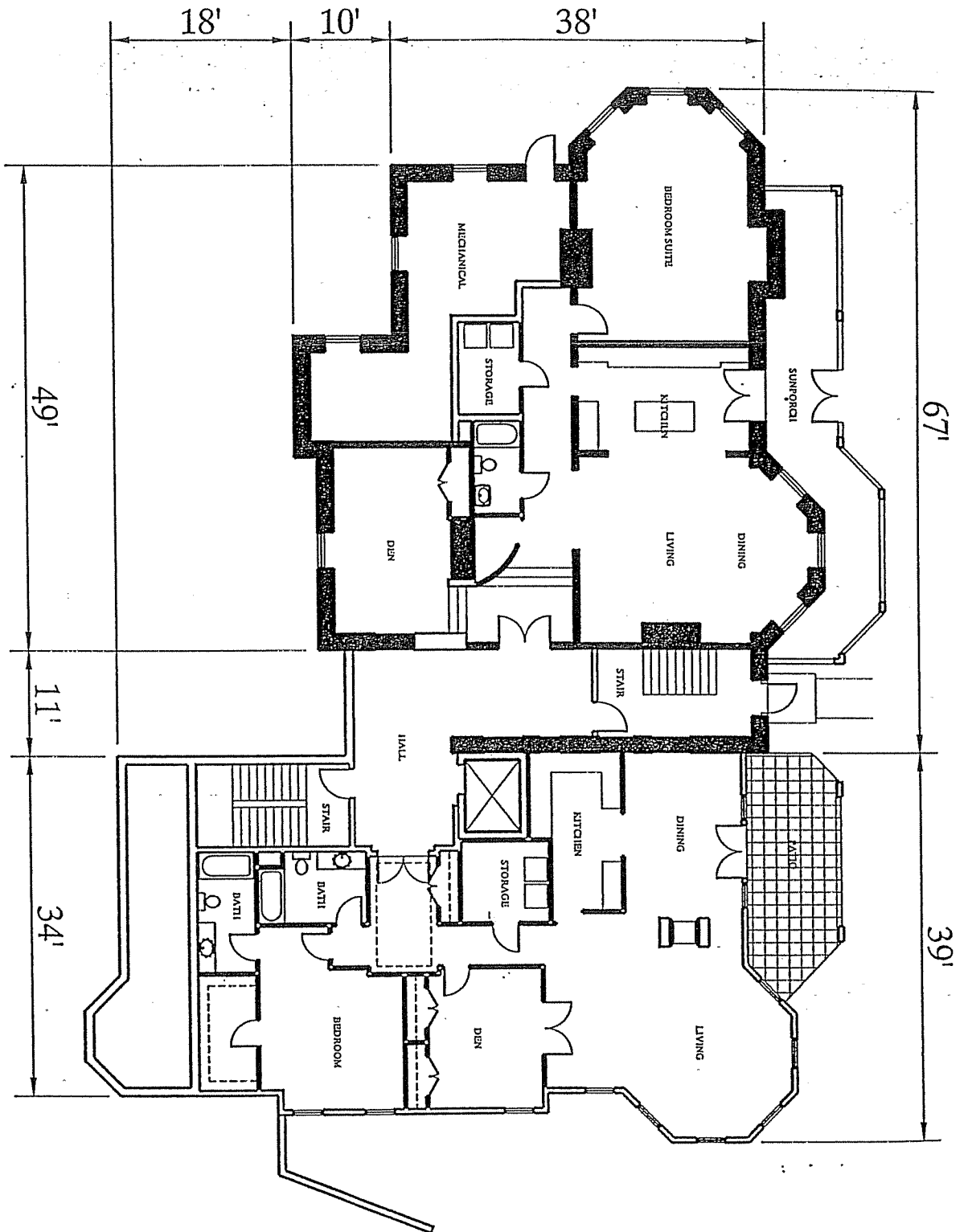
HALIFAX, NOVA SCOTIA

ELEVATION

KASSNER/GOODSPEED ARCHITECTS

5663 CORNWALLIS STREET SUITE 200
HALIFAX, N.S. B3K 1B6 902-422-1557

1/16"=1'-0"
APRIL, 2001



BASEMENT FLOOR PLAN

THORNVALE CONDOMINIUMS

HALIFAX, NOVA SCOTIA

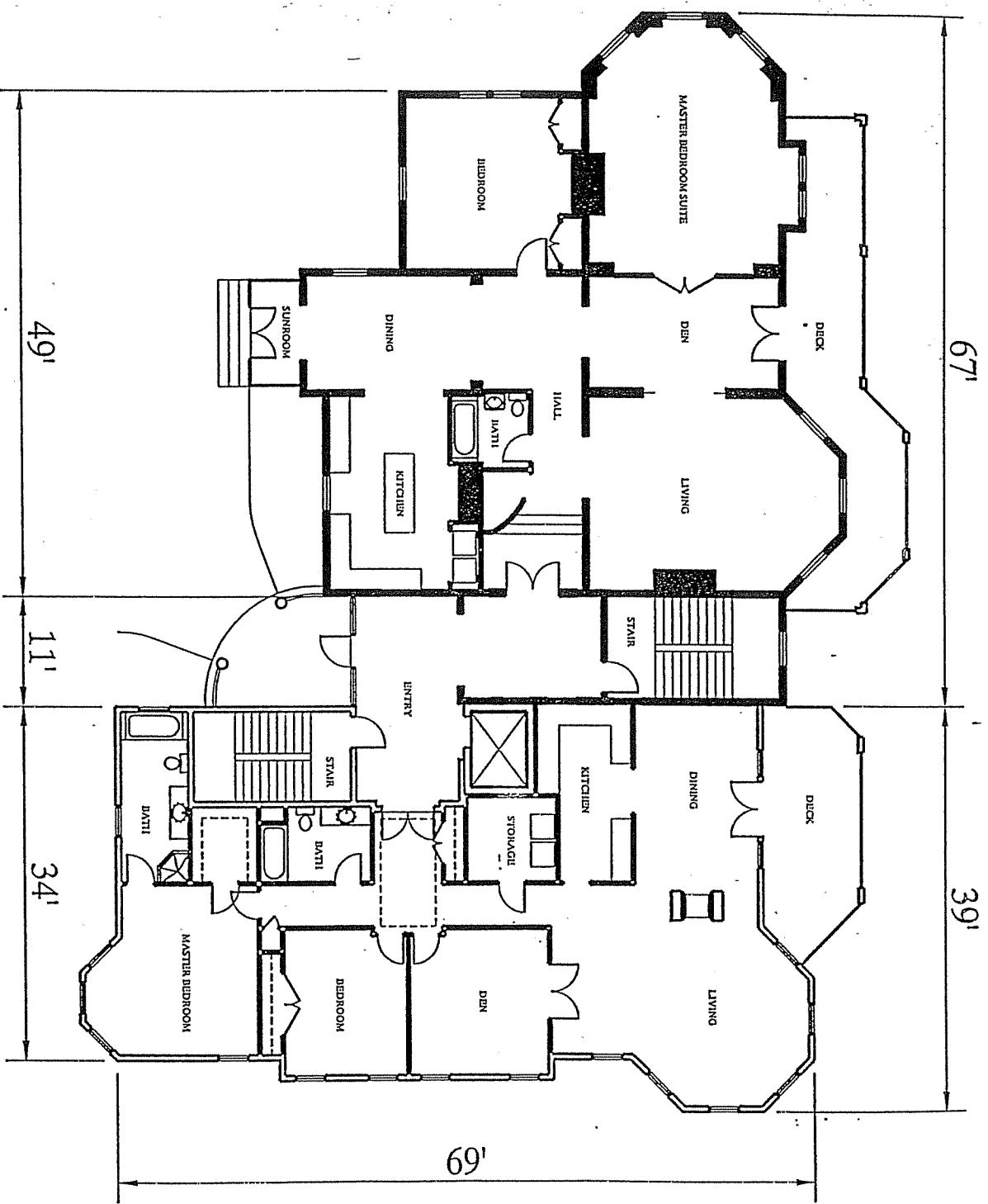
00607-0036

FLOOR PLANS

1/16"=1'-0"
APRIL, 04

KASSNER/GOODSPEED ARCHITECTS

5663 CORNWALLIS STREET SUITE 200
HALIFAX, N.S. B3K 1B6 902-422-1557



MAIN FLOOR PLAN

THORNVALE CONDOMINIUMS 00607-0035

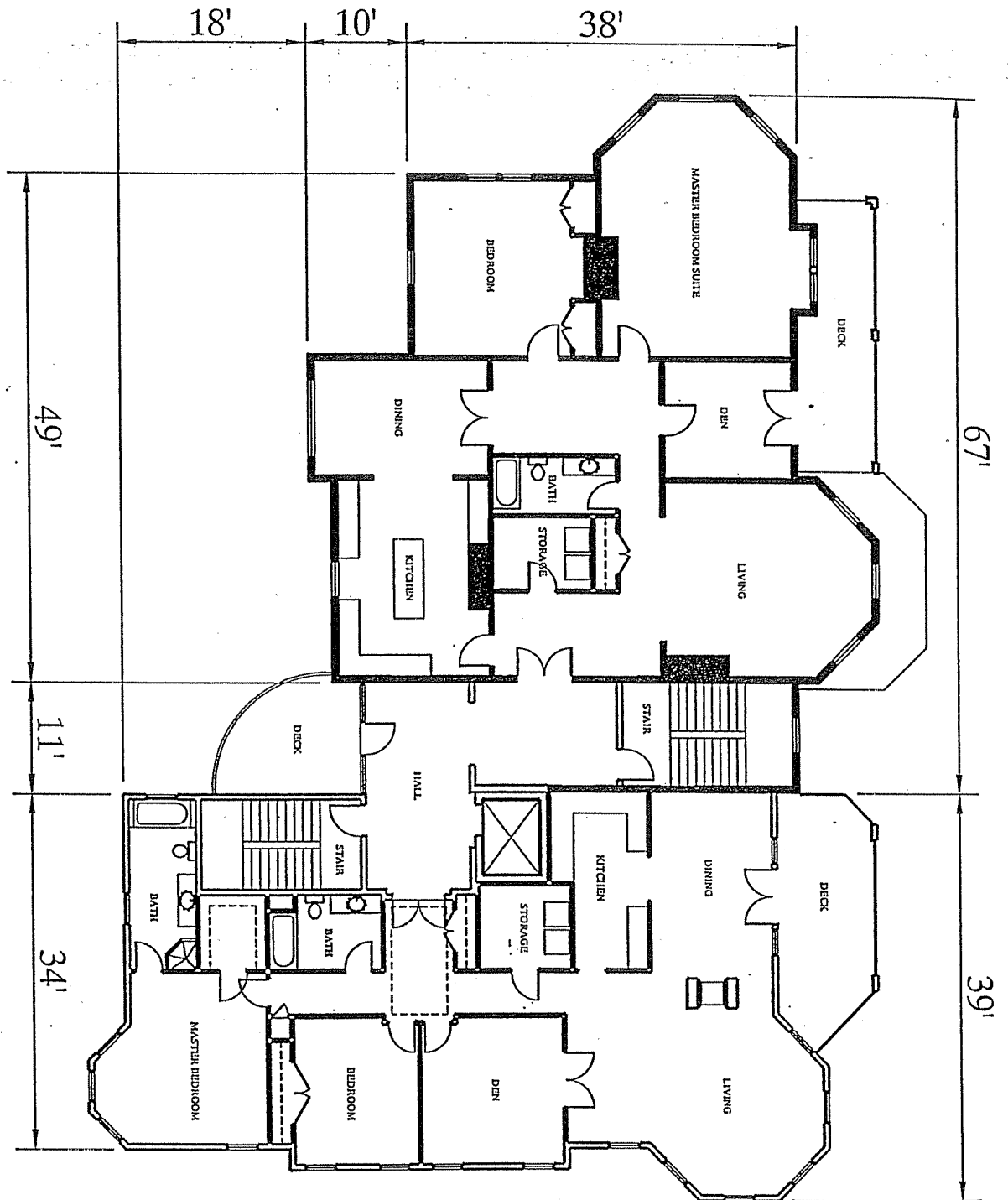
HALIFAX, NOVA SCOTIA

FLOOR PLAN

KASSNER/GOODSPEED ARCHITECTS

5663 CORNWALLIS STREET SUITE 200
HALIFAX, N.S. B3K 1B6 902-422-1557

1/16"=1'-4"
APRIL, 0



SECOND FLOOR PLAN

THORNVALE CONDOMINIUMS

00607-0037

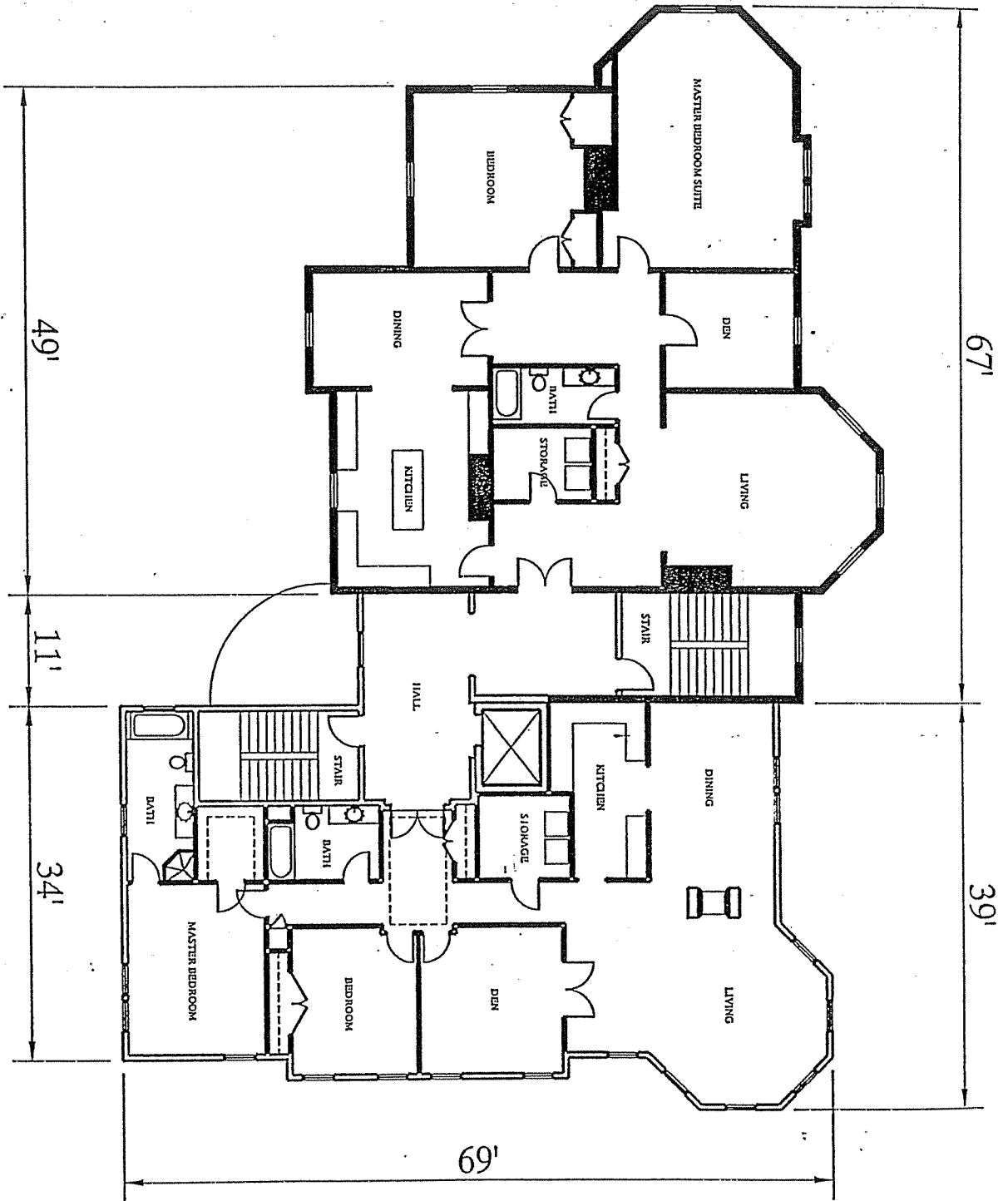
HALIFAX, NOVA SCOTIA

FLOOR PLANS

KASSNER/GOODSPEED ARCHITECTS

5663 CORNWALLIS STREET SUITE 200
HALIFAX, N.S. B3K 1B6 902-422-1557

1/16"=1'-0"
APRIL, 04



THIRD FLOOR PLAN

THORNVALE CONDOMINIUMS 00607-0038

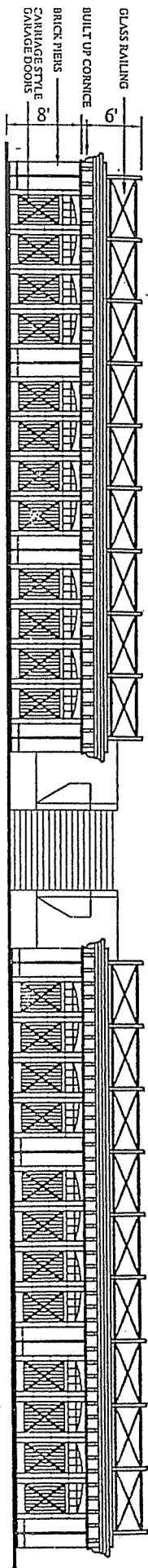
HALIFAX, NOVA SCOTIA

FLOOR PLANS

KASSNER/GOODSPEED ARCHITECTS

5663 CORNWALLIS STREET SUITE 200
HALIFAX, N.S. B3K 1B6 902-422-1557

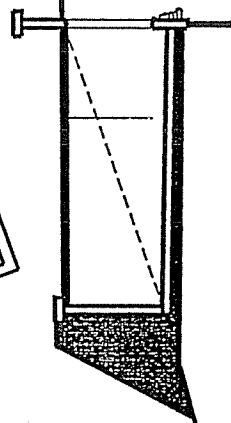
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APRIL, 02



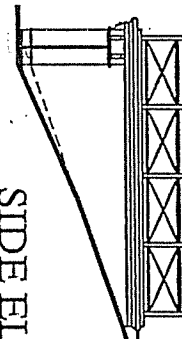
FRONT ELEVATION

Schedule "K"

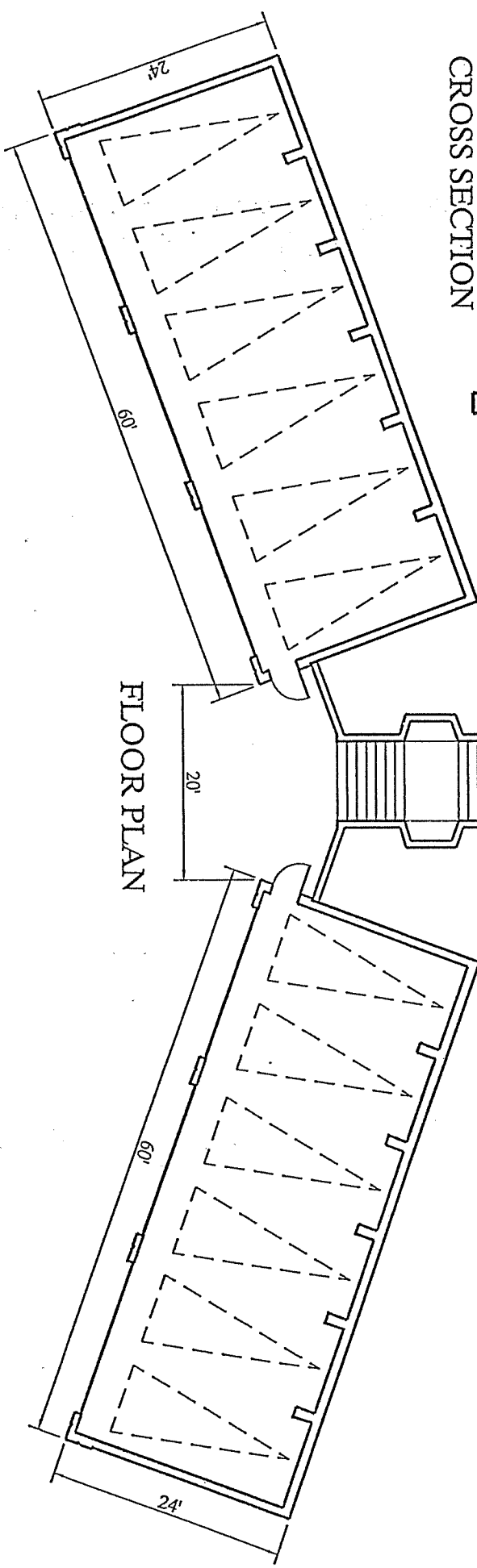
CROSS SECTION



SIDE ELEVATION



FLOOR PLAN



THORNVALE CONDOMINIUMS 00607-0039

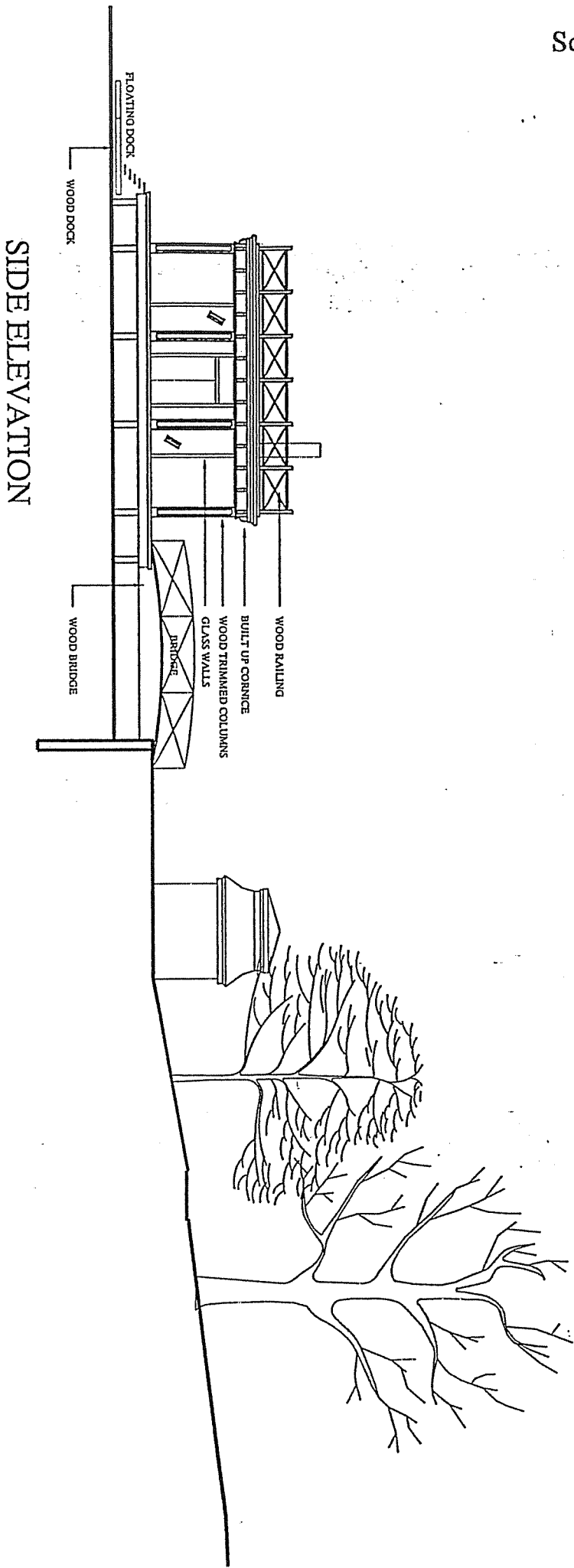
HALIFAX, NOVA SCOTIA

CARRIAGE HOUSE

KASSNER/GOODSPEED ARCHITECTS

5663 CORYWALLIS STREET SUITE 200
HALIFAX, N.S. B3K 1B6 902-422-1557

1/16"=1'-0"
APRIL, 04



SIDE ELEVATION

THORNVALE CONDOMINIUMS

00607-0040

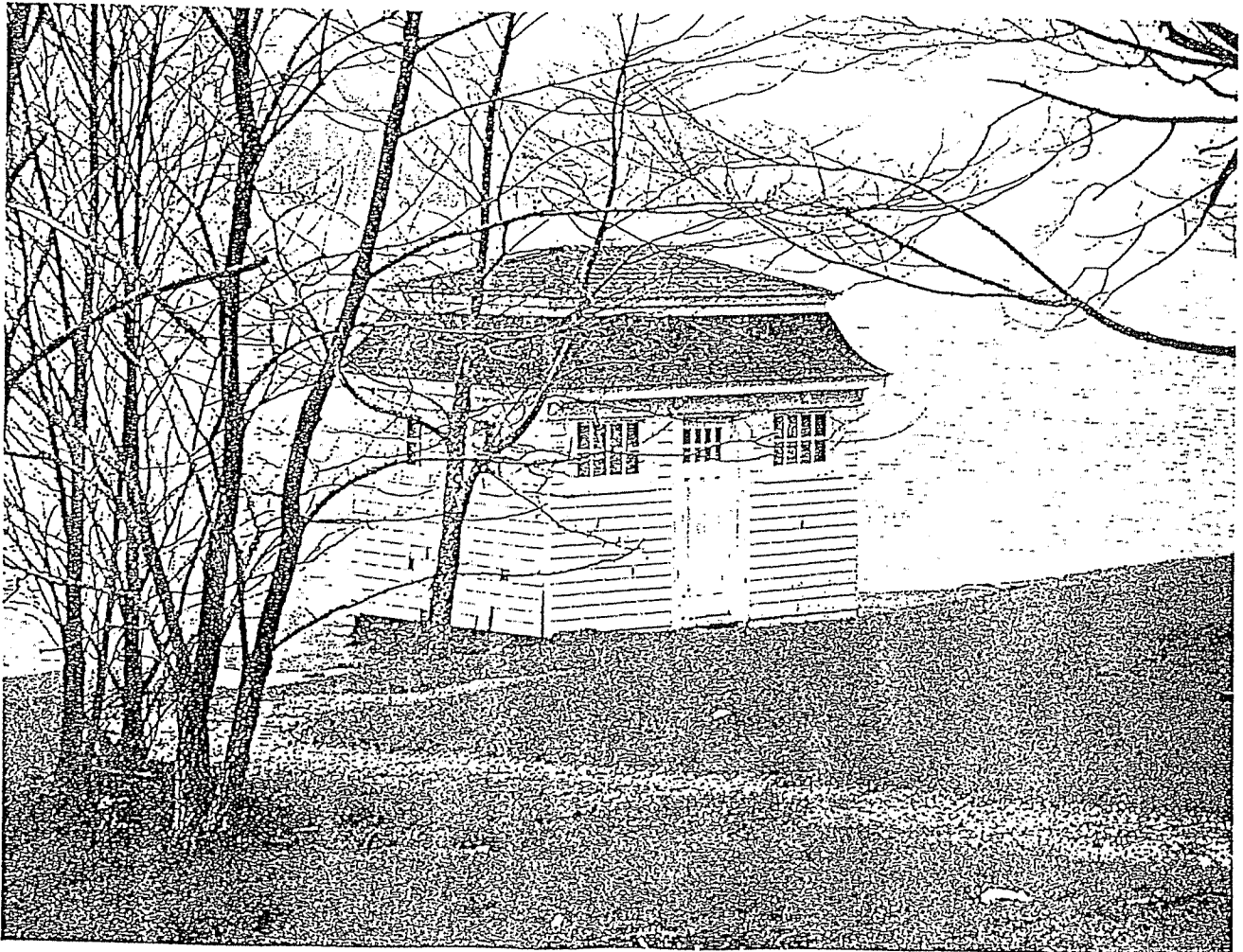
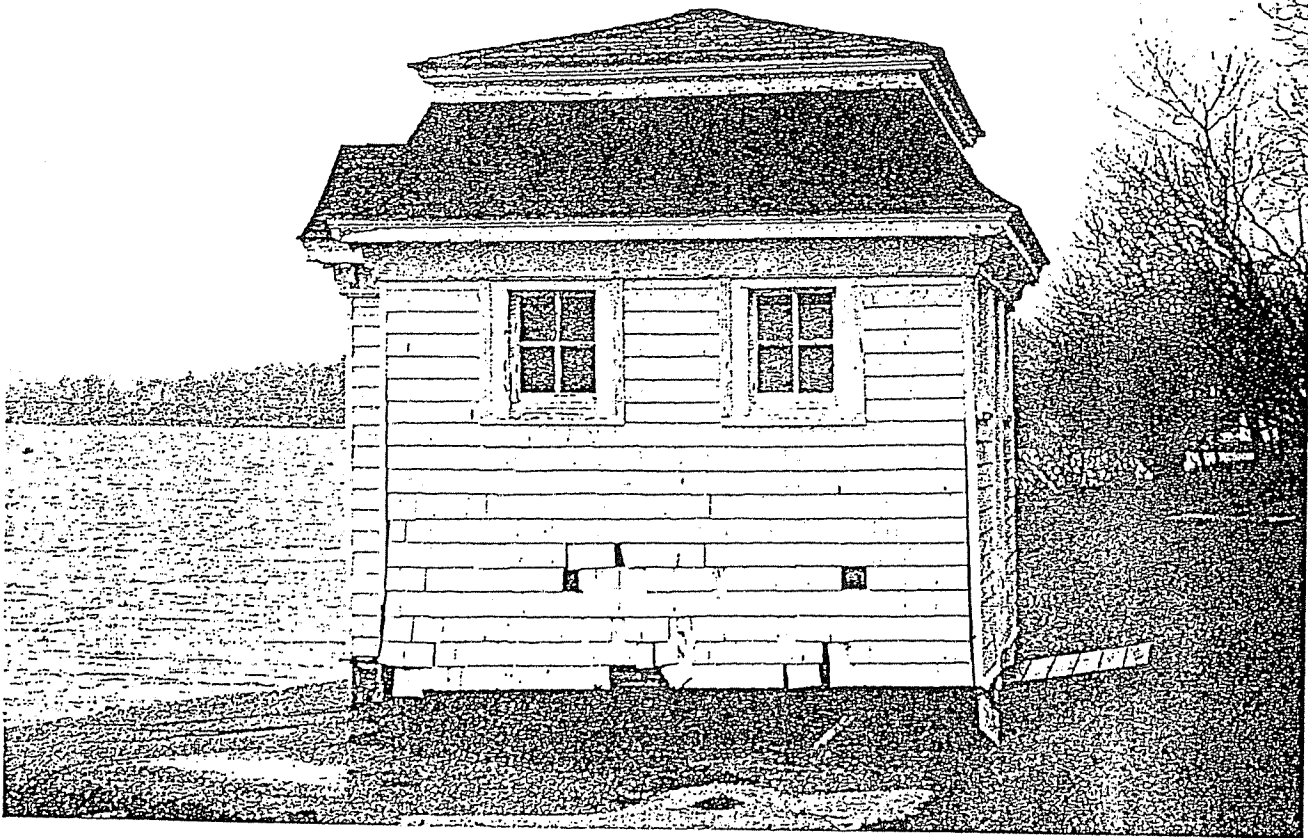
HALIFAX, NOVA SCOTIA

NEW BOATHOUSE

KASSNER/GOODSPEED ARCHITECTS

5663 CORNWALLIS STREET SUITE 200
HALIFAX, N.S. B3K 1B6 902-422-1557

1/16"=1'-0"
APRIL, 04

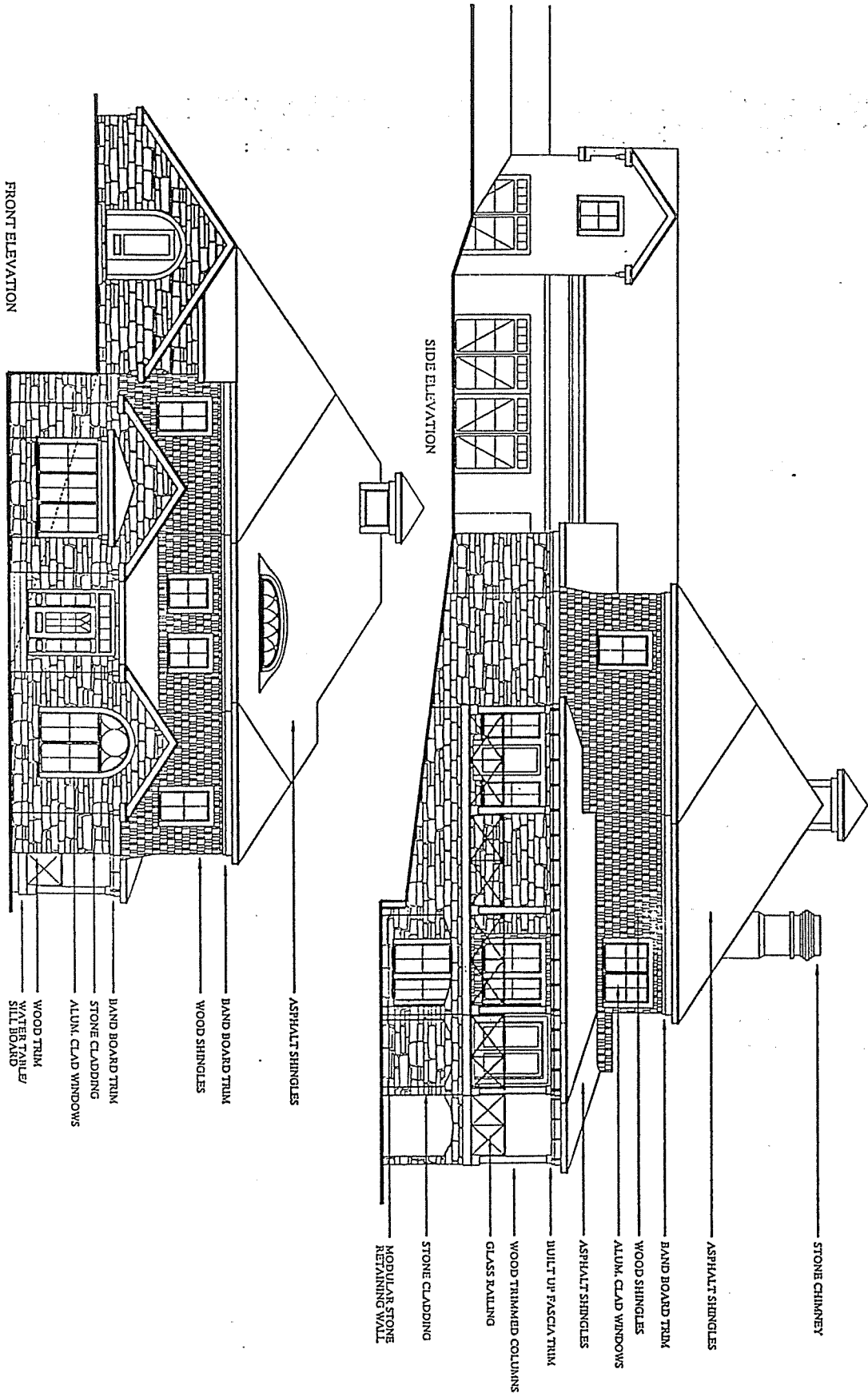


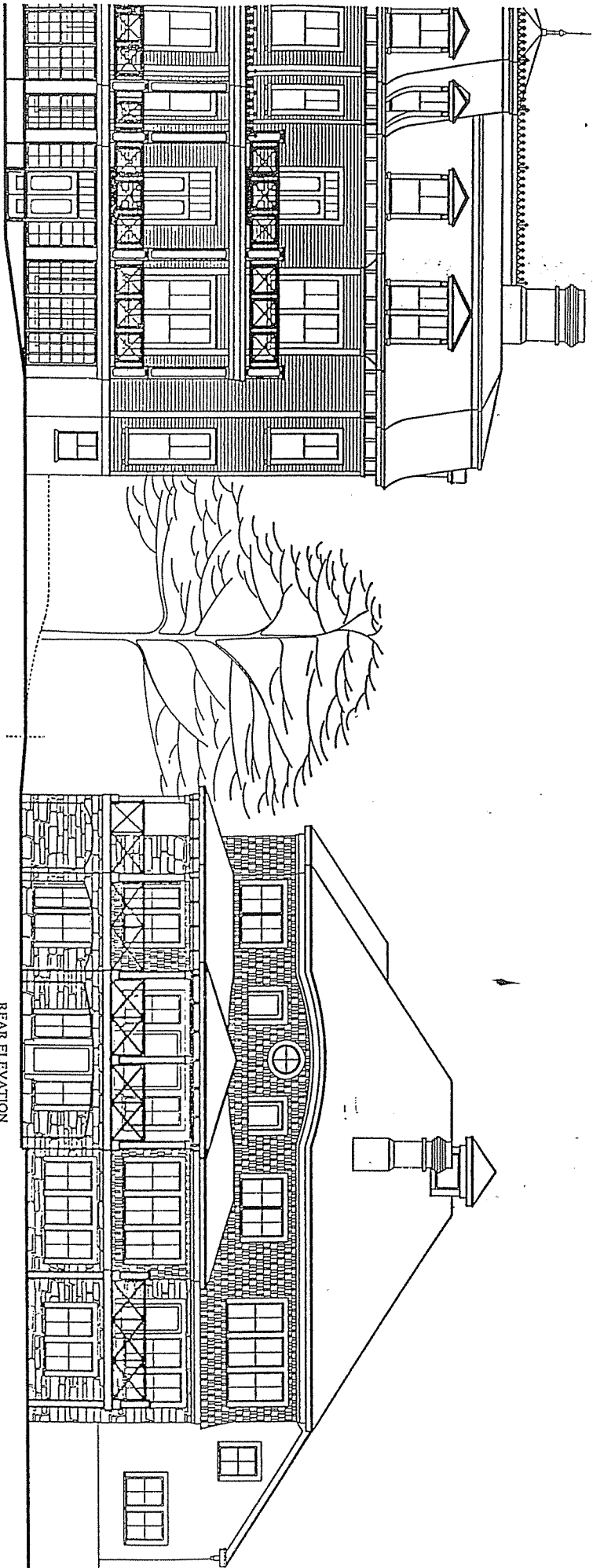
KASSNER/GOODSPEED ARCHITECTS
3443 CANTERBURY STREET SUITE 100
MONTREAL, QUE. H3T 1H6 514-393-1557

CHEDRAWWE RESIDENCE
HALIFAX, NOVA SCOTIA

00607-0044

ELEVATIONS
1/16"=1'-0"
JUNE, 04



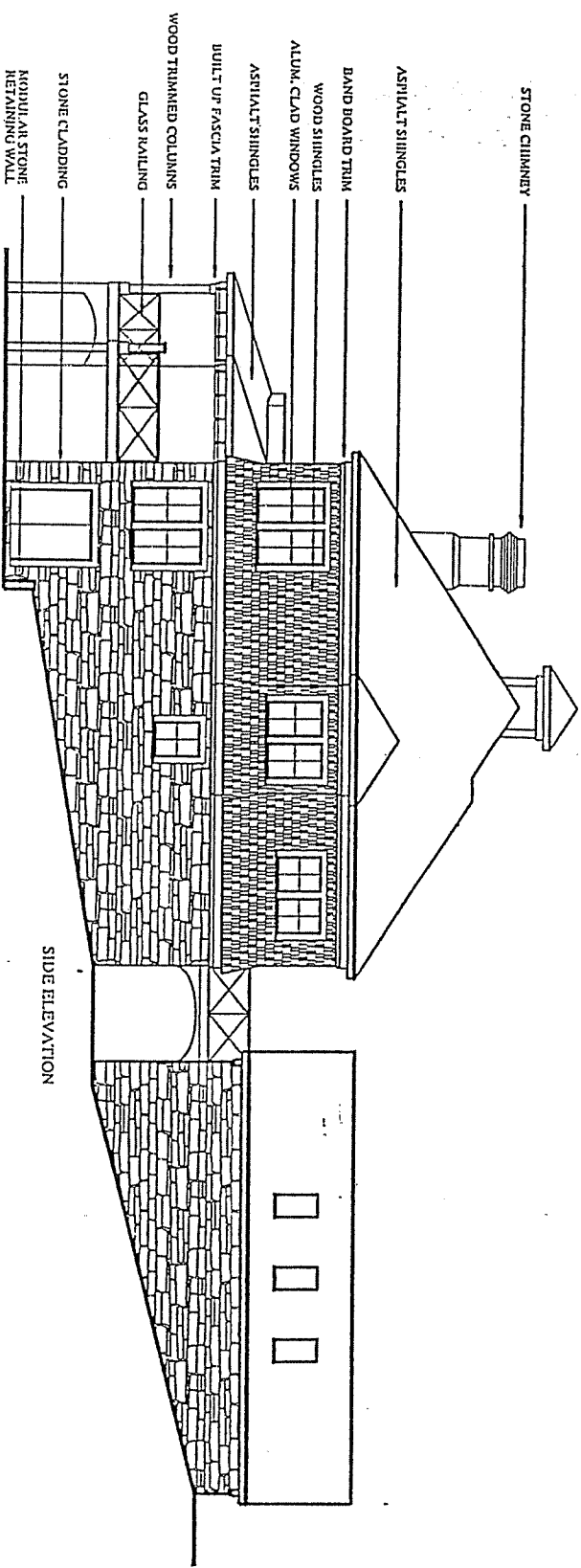


KASSNER/GOODSPEED ARCHITECTS
5849 CAMPBELL STREET SUITE 200
HALIFAX, N.S. B3K 1B6 902-422-1557

CHEDRAWE RESIDENCE
HALIFAX, NOVA SCOTIA

00607-0045

ELEVATIONS
1/16"=1'-0"
JUNE, 04



CHEDRAWE RESIDENCE

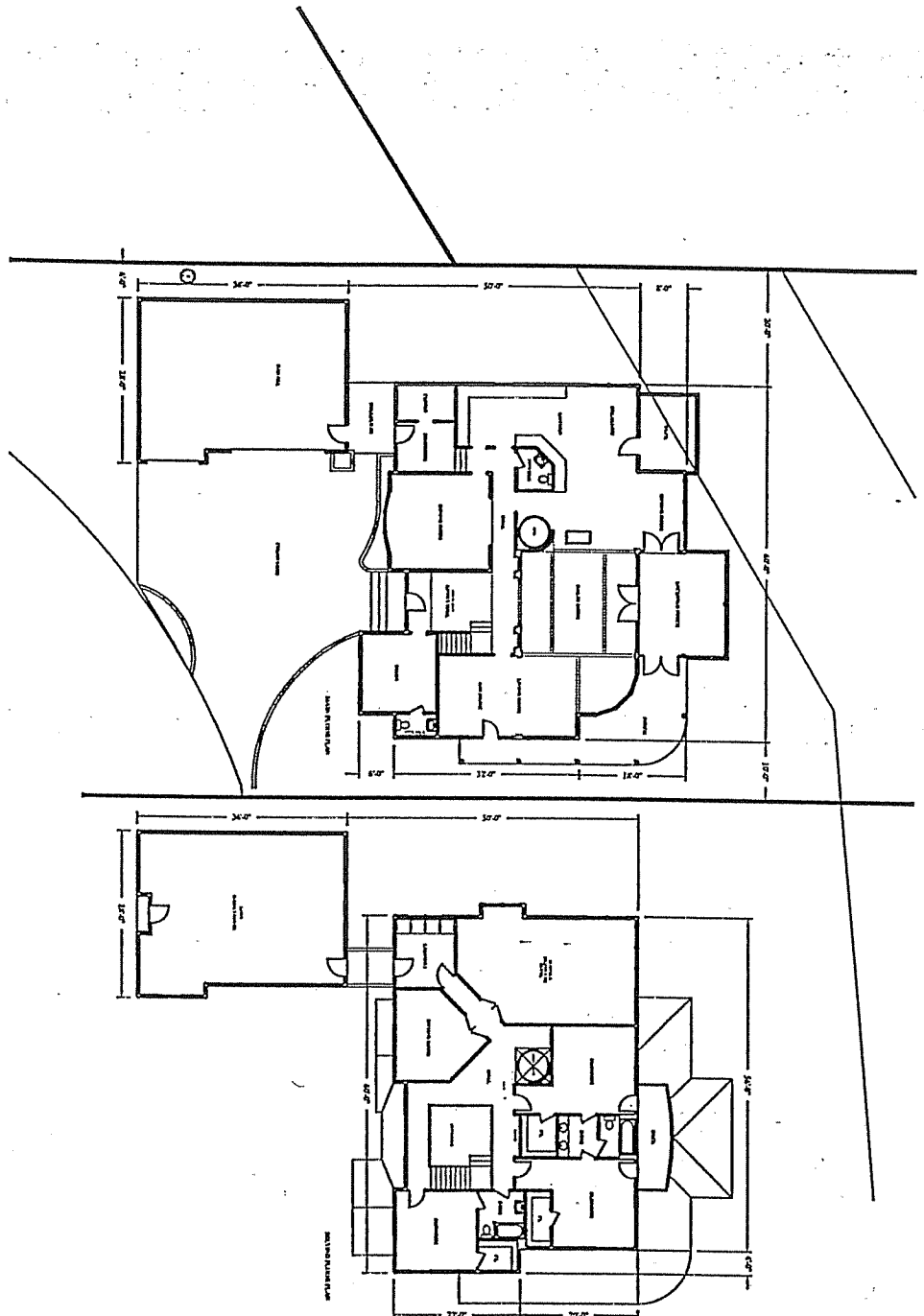
00607-0048

HALIFAX, NOVA SCOTIA

KASSNER/GOODSPEED ARCHITECTS

5443 GERRARD STREET, SUITE 200
MILWAUKEE, WIS. 53219

ELEVATIONS
1/16"=1'-0"
AUGUST, 04



CHEDRAWE RESIDENCE

HALIFAX, NOVA SCOTIA

00607-0046

FLOOR PLANS

1/32"=1'-0"
JUNE, 04

KASSNER/GOODSPEED ARCHITECTS

5443 CORPUS STREET SUITE 200
MELINA, KS 63416 903-422-1557

Attachment "B"

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.

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.

6.4 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.

6.8 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 VI

PENINSULA CENTRE AREA PLAN OBJECTIVES AND POLICIES

6. HERITAGE RESOURCES

- 6.1 The City shall continue to seek the preservation, rehabilitation and restoration of areas, streetscapes, buildings, features and spaces in the Peninsula Centre area consonant with the City's general policy stance on heritage preservation (See Section II, Policy Set 6).
- 6.1.1 For the registered heritage property, known as Thornvale, Thornvale Avenue, the City may permit by contract agreement any use other than those permitted by the zoning designation of the area (for instance, a professional office use) where said use would not unduly disrupt adjacent residential uses in terms of traffic generation, noise, hours of operation, parking requirements and such other land-use impacts as may be identified as part of the review process.

Attachment "C"

Public Information Meeting Minutes
Case 00607
October 23, 2003

In attendance: Randa James, Planner
Gail Harnish, Planning & Development Services
Danny Chadrawe, Applicant
Dan Goodspeed, Architect

Ms. Randa James called the meeting to order at approximately 7:05 p.m. in the St. Mary's Boat Club. A development agreement is being proposed for 1390 Thornvale Avenue which is a registered heritage property. It is registered municipally and provincially and is known as the Thomas Kenny House. The proposal is for a development agreement and it is essentially for an addition to the main building and to create an additional single residential lot on the property. The development agreement is fairly involved and is a public process.

Ms. James reviewed the development agreement process, noting we are now at the public information meeting stage. The original meeting had to be rescheduled because of Hurricane Juan. A preliminary review has been undertaken. The staff report with a recommendation will go to the Heritage Advisory Committee (HAC) because it is a registered heritage property in addition to the Peninsula Community Council. We are very early on into the process. There is still opportunity for you to provide feedback to staff and the developer.

Mr. Danny Chadrawe stated his family was the owner of 1390 Thornvale Avenue. They live across the street on Blenheim Terrace. They purchased the property in December of 2001. It was owned by the Federal government for over fifty years and is a registered heritage property. It seems to be more of a neighbourhood property where people tend to walk through and the kids play down there. They did the same thing but when the property came up for sale they realized their kids would not be able to go on the waterfront and play on the hill in the wintertime. An opportunity arose to purchase it and he and his wife bought it.

Mr. Chadrawe said they spent the last 1.5 years contemplating what to do about this unique property on the Northwest Arm, keeping in mind the sensitivity of the neighbourhood and the heritage designation on the property. The building is structurally sound. The inside is quite spectacular on the surface. On the underneath, the Federal government spent no money except to replace the roof. There is no insulation. Last winter it cost \$25,000 to keep the heat on.

Mr. Chadrawe stated they hired Dan Goodspeed to help them come up with a concept. They wanted to keep the integrity intact. They were not up to the idea of subdividing the property into several lots like on the Flemming Estates' property which was subdivided into six lots. They have come up with the idea of converting the original home into eight condominiums. At first they looked at four units, but there were many difficulties in order to maintain the high quality they would like. The exterior of the home could be maintained but the interior would have to be devastated because they would have to put in an elevator and stairwells.

Mr. Chadrawe indicated they came up with the idea to add to the north side of the building and to put the elevator and the entrance into the new addition and keep the integrity of the original building. In doing that, they feel they can achieve the level of quality they are looking for, not only in the building but for the entire property. The property is 2.67 acres and has 240' of water frontage.

Mr. Chadrawe stated there have not been many examples on the Northwest Arm in the past ten years where good things were done in terms of wharfs and infilling the Arm. They intend to put a wharf there, maintain the seawall, do no infilling, and refurbish the existing boathouse. They still have quite a few trees on the property and want to try and preserve as many as they can. Hurricane Juan cleaned up quite a few trees on the property. The wires are nailed onto the trees that feed the power to the house. They want to get rid of that wiring and put underground wiring from Webster Terrace down. They also want to put in low level lighting because the property is pretty well dark at night.

Mr. Chadrawe said they feel they came up with a plan that takes into consideration the sensitivities of the neighbourhood and the property. As a developer by career it is different to do something in his own neighbourhood. He urged that members of the public, being part of the neighbourhood, put forward their honest opinion on their proposal. He has been to many of these types of meetings and many times made changes based on what he heard.

Mr. Dan Goodspeed stated the Thornvale property is registered both municipally and provincially. The reason for the historical association is its association with the Kenney and Webster families, the building's demonstration of the Second Empire style, and the property's reminder of the 19th century, Northwest Arm estates. If you trace it back, there were archbishops that lived on the Thornvale Estate over the years. This is not the first building built here. This one came along in the mid 1800s. It is a Second Empire style of building. You get quite a feel for the qualities that the building possessed and in particular the level of detail. Referencing a sketch, he noted this is what we have now with the fire escape added. Unfortunately when the re-roofing was done 8-10 years ago, a lot of the detail was taken away from the roof. He displayed an aerial view photo of the Thornvale Estate taken in the late 1800s. That quality of the property is what the heritage registration strives to maintain. It was an elaborate and extensive piece of property. There is another photo that gives you another sense of what it looked like in the 1900s.

Mr. Goodspeed indicated that when Danny Chadrawe came to them, the first thing they did was look at the property. It is very impressive. It has a very lovely sense of approach coming down the curved drive and the building presents itself very nobly as you approach. He referenced the care and attention to detail that was put into the original construction of the building. Unfortunately when you go inside a lot of that has fallen away. The building has not been used for a residence for 30-40 years. A lot of the first floor was stripped away. There are real problems with the foundation. Moisture has been getting into the basement. Windows are rotting away. The roof seems to be okay. There is no insulation. The services to it are run overhead to the trees. The communications and sprinkler structures were added when it was used as a conference centre and that was put in without much regard to the fabric of the building. The site does not live up to the potential you sense from the outside.

Mr. Goodspeed indicated it is a large parcel of land on the Northwest Arm. There are other precedents for dividing it into single family lots. Given the nature of the property, it meant that any kind of approach like that would remove the qualities of the site, ie., extensive regrading, etc. That did not seem feasible. There is a lovely character there which Mr. Chadrawe wants to preserve. The Provincial registration only includes the property up to a line about 75' from this site and only goes back to the present paved area. The municipal protection extends further up the slope and is focussed on its lovely landscaped character that seemed to have significant value. The building needs investment and work just to stabilize it so that it does not degrade much further.

Mr. Goodspeed indicated they first looked to see what they could do inside the original house to turn it into several units. There would be many difficult problems to do this. The additions made in the 50/60s put a rather narrow vanity space along here (pointed out on sketch). They are poorly proportionate and do not work. One of the things they wanted to achieve is to pull that off. When you look at the upper floors they do not lay out very well. Exit stairs and an elevator would be needed. They are trying to get more units but in a well placed and detailed addition to the building.

Mr. Goodspeed pointed out the area of the existing building and the area for the addition which is currently a paved parking area. They looked at a number of places to put the addition but that area seemed to answer a lot of questions for them, mostly because of the sense of approach you have to the house as you come down the lovely curved driveway. He displayed a current day photo. By placing the addition in the parking area, they felt it would be putting it towards the rear so that the main sense of the house remains.

Mr. Goodspeed stated they are proposing to renovate the existing building for four condominiums with one in the basement. The grade falls so the basement on the water side is now very close to the full walk-out situation. In the new addition, it gives them a chance to incorporate a grade level in from the front turn-around. The elevator and the common lobby are placed in the new addition so that they do not have the difficulty of putting them in the existing building, and they have a very narrow space in which to do this. These units are oriented long and deep but they want them to have

prominence on the site so they are just behind the front of the existing house. This corner of the house is intact. They borrowed heavily from the details of the existing house to try and continue with the original theme.

Mr. Goodspeed indicated they would like to bring back the decks as they were, modified a bit, but similar to the way they were in the 1850 version of the house. They also want to try and bring back some of the detail that was robbed from the re-roofing. They will leave the bulk of the site untouched. If you consider a luxury condominium, a garage is a necessity. They had quite a dilemma on how to deal with that and looked at a number of different solutions. The one they came up with is four two small car garages. They put a green roof on them which would be unobtrusive. The sea wall would be rebuilt. They would redo a proper wharf not unlike the one in the old photos.

Mr. Goodspeed noted there is a R-1 lot created here for a possible new house. That is on the portion of the property that is not under the Provincial registration. They would like to preserve the potential to do some kind of pavilion or gazebo on the upper regions of the site where there are some very nice views out to the Northwest Arm. They tried to borrow details, not necessarily from the building as it exists, but from what they could find from the turn of the century.

Mr. Goodspeed indicated the property is zoned R-1. In order to do any kind of multiple unit approach, they have to go through this development agreement process, which is what brings them here this evening.

An individual questioned what the heritage designation embodies.

Mr. Goodspeed confirmed it is a heritage property. The quote he read at the first of the meeting was from the Provincial registration document. The Province: recognized the people who lived there in the past - Thomas Keddy who started the Royal Bank and the Merchant Bank and the Webster family; the example of the architecture of the Second Empire style; and the landscaped quality of the of the Northwest Arm estates. The provincial registration is much more stringent than the municipal one. They have had discussions with members of the Heritage Trust with mixed results. The quality that seems to get the most attention from the municipal site is the large heavily landscaped estate on the Northwest Arm. A lot of them have been lost to subdivision.

The individual commented she heard the designation only lasts for so many years.

Mr. Goodspeed responded the Provincial designation goes on until there is some Act to make a change. He suggested that perhaps she heard the Municipal registration has very little staying power in the sense that the owner can make application to the Municipality to deregister their property. There is a year given as a time period in which to see if accommodations can be made. After the one year, the designation is removed. The Municipal registration does not have the substance that the Provincial one has.

Mr. John Ruedy, 1210 Cromwell Road, referenced the attractiveness of the building and said he was not convinced it was being enhanced by the expansion. He expressed concern about being silent by including an extra house which will consume more of the property and restrict the openness of the property. He would like to hear how the addition of the extra house would enhance the property.

An individual questioned what was meant by a residential lot.

Mr. Goodspeed responded the zoning in the area is R-1 so it would be a single family dwelling. They would like to pick-up a bit on the character of the area. Given the level of investment and interest going into the main house, they would want to be very careful about what is being placed on the adjacent lot. The whole Northwest Arm frontage has a series of houses on it; most of them on much smaller lots.

Mr. Chadrawe advised that if they decide to build a home on the property, because of the heritage designation, it has to go through a review and design process with the HAC, so its design has to be consistent with what is there. There would be desired restrictions on the home and that criteria would have to be reviewed by HAC prior to permits being issued. The reason they showed the house on the plan is because this is a lengthy process and a development agreement is not a straight forward process. Any time they would want to do anything with this property, they would have to go through the process again. They wanted to make it known now about their possible intention to build a home next to the original home. Their intention is to live in the condominium part of the property but in the future if they decide to build their home they wanted it to be approved with this part of the package but with the restriction that it has to go through a review by HAC. That would be similar to the houses along Flemming Estates which had to go through a design review process with the City before permits were issued.

Mr. Gordon Weld, 1222 Cromwell Road, indicated that he and his wife Peg lived on the street immediately adjacent to this property. What happens there will affect them more than anybody else because they are on the street and live the closest. He said he wished to welcome Danny to the immediate neighbourhood, although with some sadness because when they bought their house their research indicated the government had owned the property for fifty years and would continue to do so. What would affect them more than anything is the residential house that Danny intends to build because right now when they walk out their front door they have lovely land that does not belong to them with fields and trees which someday will not be the case. The house is on a slope so even if it was a two storey house from the approach uphill it will ultimately be three storeys when they look at it from the bottom. What he heard so far is that some thought and sympathy will be given to the whole development. If the addition to accommodate the eight units is approved, locating it on the north side is best for all the residents on Cromwell Road and Webster Terrace.

Mr. Weld said he was pleased to hear Danny say they had no intention of any infilling to build out on the water as some other people on the Arm have done.

Mr. Chedrawe responded the comments were well taken. They wanted to ensure the properties of both the Welds and the Bishops were respected. This footprint, if approved, would be part of the plan and cannot be changed unless they went through this process again. They tried to keep the house to a minimum length here (pointed out on map). They wanted to respect their bay window out. The only thing that would be different is when they walk out their front door. With some landscaping, they might be able to screen some of it.

Mr. Guy MacLean, Northwest Arm Heritage Association, stated they have a concern with the shoreline. To follow up on Mr. Weld's comments, they were very pleased to hear there is no intent to infill because some developers were less insensitive and some would have tried to expand that lot considerably.

Mr. MacLean referenced the overhead photograph of now and 1890 and questioned whether they intended the wharf to be the size it was.

Mr. Chadrawe responded he was not sure of the size. What they have illustrated is roughly what they have talked about in terms of a possible wharf structure. He questioned whether he felt it seemed to be of the same size.

Mr. MacLean responded that from the photographs it seems to be in proportion to the house.

Mr. Chadrawe responded they need to do more design research. This is intended for modest boat traffic. They intend to try and bring back the water frontage as close to those photos as feasibly possible. The sea wall needs major attention. There is no intention of moving it from its existing location.

Mr. MacLean stated that some people are not happy with the visual affect of the large wharfs.

An individual noted it was said there are four garages per building. She questioned whether they took into consideration that each family has two cars and where they would be parking.

Mr. Goodspeed responded they had several difficult solutions. For instance, they considered underground parking but the logistics became very difficult and there was the level of disruption into the existing trees. Perhaps it is a good suggestion to see if they can find more on-site parking. There are a couple of spaces through here (pointed out on map). Her point was well taken and he agreed more thought should be in that direction.

It was questioned whether the lot is already subdivided. Mr. Goodspeed responded it is one large piece of land about three acres in size. There is the potential for seven or eight lots but the big problem is the grade down to the water. In order to do any kind of lots, there would have to be major regrading which would tear the property to pieces.

Mr. Graeme Duffus, representing the Heritage Trust, stated their group was founded in 1959 on the basis of saving the estate which was Gorsebrook at the time. Their group has been instrumental in getting many buildings registered as heritage properties. This item has been discussed by the Heritage Trust Board. The decision of the Board of the Heritage Trust was that they could not support the project based on the feeling that it was not the intent of the registration to allow substantial alterations of this magnitude. The Board could not support the proposal as a result of that.

Mr. Goodspeed advised that during the development of these ideas, they did have a series of meetings with a subcommittee of the Heritage Trust and there was some very good input from Mr. Parish and the other two gentleman that participated.

Mr. Duffus stated there was a lot of discussion but the end result was that the majority could not support the proposal.

Mr. Goodspeed advised they also had discussions with the Provincial Department of Tourism and Culture and their position would not be the same.

Mr. Peter Camfield, 1208 Blenheim Terrace, stated the property is currently zoned R-1. One of the amazing mockeries is that R-1 can become R-2 and R-3. He heard no justification to change the zoning.

Mr. James advised the zoning is not being changed. The underlying R-1 zone would remain. There is a clause in the MPS that allows heritage properties to enter into the development agreement process to modify their property. What they are doing is entering into a development agreement which is essentially a contract between the property owner and HRM. The agreement would stipulate specific requirements.

Mr. Camfield stated that from his perspective the property is R-1. What is being proposed is to create eight units out of one. This is a very big change and he hoped that HRM would respect the nature of the community which is R-1.

Mr. Goodspeed pointed out that the building has not been used as a residential building for thirty years.

Mr. Chadrawe stated this is not the first example of this in Halifax. An example is Olands Castle on Young Avenue, for which the same kind of process was followed. Mr. Camfield is correct that it is a R-1 community and why introduce something outside of that? He lived on Blenheim Terrace and saw what they did at the bottom of Blenheim Terrace where land was subdivided into several lots. He was trying to maintain more of the trees and the green area which would maintain more of the integrity of the estate look. They thought this proposal might be an alternative.

Mr. Chadrawe questioned what the concerns would be from going from R-1 to this kind of use. Is it traffic? Does it change the value of people's property? Is it noise? They felt this was the most sensitive way of approaching it. He questioned whether Mr. Camfield would prefer to see R-1 units and have three or four lots added.

Mrs. Chadrawe stated that as half owner, her biggest problem is she would never want to live in the house and own all that land. It is too much for one person. It is an enormous house and piece of land for one family.

An individual questioned when the development would start and how long it would take.

Mr. Chadrawe indicated it would be a very quick project. The worst part will be laying the power lines underground from Webster Terrace. They looked at underground parking but it got into blasting which they did not want to do. It would be a six month project from start to finish.

It was questioned whether the development would start next summer.

Mr. Chadrawe indicated their biggest concern now is with the existing home. Their insurance company is going to change their policy which is causing him some concern. It has been vacant for more than six months. If everything goes well, approvals will be in February and March and they would like to start this spring on the existing home with insulation. There is significant mold in the basement which can be worked on without building permits. For the new part, there is three months of exterior work and three months interior work. The work on the historic part will take longer. Their immediate plans are to live in Blenheim Terrace or one of the condominiums.

An individual questioned whether access to the property would be from both Thornvale Avenue and Webster Terrace.

Mr. Chadrawe responded he was aware the individual used the property to cut through. In the summer time they have hundreds of cars cutting through Webster Terrace. They do not want to block off the property. They never had a problem with people that stroll there and take dogs through. The only problem they have is the cutting through from South Street to Coburg Road. They do not want to block off Webster Terrace so they want to maintain the integrity by deterring people from cutting through by putting in an island. There is a similar concept on Lower Jubilee. They prefer to maintain access on both streets. Right now their intent is to maintain both driveways; one on Webster Terrace and one on Blenheim Terrace. If the problem gets worse they would have to shut off Webster Terrace.

An individual commented the sketch shows Thornvale Avenue being terminated.

Mr. Chadrawe responded that is where the public land ends. They have a right-of-way over the Morrison property.

An individual referenced events in 1988 when somebody was trying to develop the police club property. Everybody wanted single family residences. She felt the same thing would happen.

Mr. Chadrawe said they would not feel very happy if this pits neighbours against each other. They spent a lot of time thinking about it and thought about what the concerns would be from changing the use from R-1. Is it traffic?

An individual stated that density was part of it.

Mr. Goodspeed responded that technically the density for what they are proposing would be less than if the property was developed with five homes. In a practical sense they could have gotten approval for seven R-1 lots or eight condominiums and one R-1 lot.

It was questioned what would prevent somebody from applying in five years time for another development agreement to create more single family residences.

Mr. Chadrawe concurred it was a good point. The MPS and LUB was adopted by Council in 1978. That plan still exists except for some plan amendments processed along the way. That plan uses the principles of R-1 zoning. As a result of problems they had in Fairview and Spryfield in the 1970s, as well as on Church Street in the South End that stemmed from R-1/R-2/R-3 zoning, where as long as you complied with a few things, you could go proceed, the City decided they were not the best policies so they adopted policies to require development agreements which are a lot more specific to properties. The agreement is registered against the property so any new owners could not do anything differently. To change a development agreement would mean re-opening the entire process. They would have to go back and review why they got the eight units and there has to be a credible reason to change that.

It was commented that if the land is developed with eight single family dwellings, then it is gone whereas if it is developed with condominiums there is still room for more units to be developed some time in the future.

Mr. Chadrawe responded a condominium is the best way to go, in which case there would be a Condominium Corporation with a Board of Directors and to make any changes would mean getting 100% agreement from them. What are the chances of having all eight condominium owners agreeing to open up the plan and add more houses and take away the green area? They have to have a bit of faith.

An individual asked for clarification in terms of the area that would be covered by the development agreement.

Mr. Chadrawe responded the plan is a little misleading. The lands from the road down will be part of the development agreement. There will be a subdivision. He has spoken to Lee Harwood, a neighbour, who built very close to the property line thinking he has this entire park in front of him, so when the property came up for sale he was quite stressed. He has given Lee his word that as things proceed he would sell him this land (pointed out on sketch) to add to his home as a front yard.

Mr. Gary Bliss, 6600 South Street, commented what he saw looked very nice but it is a historic property and Mr. Chadrawe bought it with the knowledge that was the case. He saw the addition as extra density development that does not lend any preservation to historic buildings. He agreed that an R-1 environment is what we are in. Bringing condominiums into this neighbourhood will only be the start of more to come. He felt the property should be preserved and there should be R-1 development but in a sense that preserves the heritage nature of the landscape. He thought a very minimal development would be permitted.

Mr. Chadrawe stated that if the property is developed with three to four homes, the character at the upper part of this hill is gone. He questioned whether that is a good enough trade-off to preserve the home.

Mr. Chadrawe indicated that from a financial standpoint, the single lots would be more financially feasible than what they are proposing. He did not think they were modified by the financial part. They are more motivated in trying to do something very special. People are very sceptical about the process. Politicians have been doing a better job of dealing with that. People do not believe in zoning or laws. They are always sceptical that somebody will change them. You can make rules but if people are motivated they will find a loophole but being a person that lives in the neighbourhood, he had a track record that he was proud of. He has lived up to every expectation in front of the public. He still maintained a high degree of integrity of his work.

An individual questioned what the sale price of the condominiums would be.

Mr. Chadrawe responded the price will be below the \$1,000,000 mark - probably in the \$750,000 range. In response, he advised they would be two bedroom units with a den. The square footage would be in the range of 2000 to 2200 sq.ft.

An individual questioned whether the extension would be the same size. When she looked at the footprint, the extension looked to be nearly the same size.

Mr. Goodspeed responded it is a bit smaller. The lobby and elevator and other space is included in the addition. They are still maintaining the original entrance to the home in that unit.

An individual indicated a lot of people use this as public land. In a sense it was because it belonged to the government. He questioned whether they had plans to guarantee public access to this area.

Mr. Chadrawe responded that is sensitive because if he was to say it is public land it would become a public park. He would rather see it the way it is today and has been for the past two years they owned the property. Their neighbours and people walk the property which they have no problem being continued. Very few teenagers live in the area. Their intention is to keep it the way it is now. They have not had an issue with the pedestrian traffic, only the cut-through traffic in the summer time. They want to reduce the vehicle usage through the property.

Mr. Weld commented the footprint on the plan for the house is shown as being pretty big. It was responded that the maximum footprint is 3500 sq.ft. which would include decks, garages, and overhangs.

Mr. Chadrawe confirmed the house would be two storeys without the basement. He did not think they would design something that would tower over his home.

Ms. Nita Graham, 6606 South Street, stated they moved into their new home forty years ago. Their children grew up and the boat house looked almost the same with the little deck around it. It has been a tradition and part of living in that area was that they could walk and drive over to Coburg Road. She confirmed she lived on the lower part of Oxford Street. She felt it was a bit of an exaggeration to say hundreds of cars. Many people turn in her yard because they get lost.

Mr. Chadrawe stated he had no intention of blocking the traffic. They will be trying to discourage people from cutting through.

Mr. Chadrawe indicated he appreciated the comments. He did not think he had been convinced to go back to R-1. He thought they would continue the route of trying to maintain the hill as a greenbelt.

An individual commented they voiced their concerns when they tried to put seventeen units on the police club property and it ended up being five units.

Mr. Chadrawe confirmed for Mr. Weld that the end of the cul de sac on Webster Terrace was City property.

Mr. Weld indicated he felt it was terribly cumbersome to have the access going down to Mr. Chadrawe's property which appears will continue. He suggested they might consider doing something a bit different such as making the access from the circular cul de sac instead.

EXTRACT FROM AUGUST 19, 2004 HERITAGE ADVISORY COMMITTEE MINUTES:

7.1 Case 00607: Development Agreement - Thomas Keddy House, 1390 Thornvale Avenue, Halifax

- A staff report prepared for Paul Dunphy, Director of Planning and Development Services, regarding the above, was before the Committee for its consideration.

Ms. Randa Wheaton, Planner, presented the report to the Committee and responded to questions of the Committee regarding the development agreement.

MOVED by Councillor Sloane, seconded by Councillor Harvey, that the Heritage Advisory Committee:

- 1) Recommend that the Peninsula Community Council approve the proposed changes to 1390 Thornvale Avenue, Halifax, to permit a residential development.**
- 2) Subject to a decision on the development agreement application by Peninsula Community Council, and pending the resolution of any appeals in relation to Community Council's decision, recommend that Halifax Regional Council approve the substantial alteration to the registered heritage property known as the Thomas Keddy House at 1390 Thornvale Avenue, Halifax, to permit a residential development. MOTION PUT AND PASSED UNANIMOUSLY.**