



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

**Item No. 14.1.1**  
**Halifax and West Community Council**  
**May 15, 2018**

**TO:** Members of Halifax and West Community Council

**SUBMITTED BY:** **ORIGINAL SIGNED**  
\_\_\_\_\_  
For Iona Stoddard, Chair, Heritage Advisory Committee

**DATE:** April 26, 2018

**SUBJECT:** **Case 20923 – Application for a development agreement, 2720 Gottingen Street, Halifax.**

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**ORIGIN**

Motion from the April 25, 2018 meeting of the Heritage Advisory Committee, Item 9.1.

**LEGISLATIVE AUTHORITY**

HRM By-law No. H-200 - Heritage Property By-law:

4. The [Heritage Advisory] Committee shall, within the time limits prescribed by Council or the [Heritage Property] Act, advise the Region respecting:
  - .....
  - (h) applications for heritage agreement, development agreements or amendments to a Land Use Bylaw which may affect a registered heritage property or amendments to a Municipal Planning Strategy affecting heritage policies;

**RECOMMENDATION**

The Heritage Advisory Committee recommend that Halifax and West Community Council:

1. Give notice of motion to consider the proposed development agreement, as set out in Attachment A of this report, to allow a restaurant, pub and residential units within the existing building located at 2720 Gottingen Street;
2. Approve the proposed development agreement, which shall be substantially of the same form as set out in Attachment A of this report; and
3. Require the agreement be signed by the property owner within 120 days or longer if warranted, or any extension thereof granted by Council on request of the property owner, from the date of final approval by Council and any other bodies as necessary, including applicable appeal periods, whichever is later; otherwise this approval will be void and obligations arising hereunder shall be at an end.

## **BACKGROUND**

The Heritage Advisory Committee received a staff report dated March 16, 2018 and a staff presentation at their April 25, 2018 meeting pertaining to Case 20923 – Application for a development agreement, 2720 Gottingen Street, Halifax.

For further information, please refer to the attached staff report (**Attachment 1**) dated March 16, 2018.

## **DISCUSSION**

The Heritage Advisory Committee considered the March 16, 2018 staff report at their April 25, 2018 meeting, and approved a motion to forward the recommendation to Halifax and West Community Council as outlined in this report.

Refer to the March 16, 2018 staff report (**Attachment 1**) for further discussion on Case 20923 – Application for a development agreement, 2720 Gottingen Street, Halifax.

## **FINANCIAL IMPLICATIONS**

Refer to the March 16, 2018 staff report (**Attachment 1**) for information on financial implications associated with this report.

## **RISK CONSIDERATION**

None identified.

## **COMMUNITY ENGAGEMENT**

Heritage Advisory Committee meetings are open to public attendance. The agenda, reports, and minutes of the Committee are posted online at Halifax.ca.

Refer to the March 16, 2018 staff report (**Attachment 1**) for further information on community engagement specific to this case.

## **ENVIRONMENTAL IMPLICATIONS**

None identified.

## **ALTERNATIVES**

The Committee did not provide alternatives. Refer to the March 16, 2018 staff report (**Attachment 1**) for further information on alternatives.

## **ATTACHMENTS**

**Attachment 1** – Staff report dated March 16, 2018.

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A copy of this report can be obtained online at <http://www.halifax.ca/council/agendasc/cagenda.php> then choose the appropriate meeting date, or by contacting the Office of the Municipal Clerk at 902.490.4210, or Fax 902.490.4208.

Report Prepared by: David Perusse, Legislative Assistant, Office of the Municipal Clerk 902-490-6517

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

**Item No. 9.1**  
**Heritage Advisory Committee**  
**April 25, 2018**

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

**SUBMITTED BY:** *-Original Signed-*  
\_\_\_\_\_  
Kelly Denty, Acting Director, Planning and Development

**DATE:** March 16, 2018

**SUBJECT:** **Case 20923 – Application for a development agreement, 2720 Gottingen Street, Halifax.**

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**ORIGIN**

An application was submitted by Myles Baldwin, Shane Beehan and Jillian Demmons to enter into a development agreement to allow a restaurant, pub and residential units at 2720 Gottingen Street, Halifax, a municipally registered heritage property.

**LEGISLATIVE AUTHORITY**

*Halifax Regional Municipality Charter (HRM Charter), Part VIII, Planning & Development.*

**RECOMMENDATION**

It is recommended that the Heritage Advisory Committee recommend that Halifax and West Community Council:

1. Give notice of motion to consider the proposed development agreement, as set out in Attachment A of this report, to allow a restaurant, pub and residential units within the existing building located at 2720 Gottingen Street;
2. Approve the proposed development agreement, which shall be substantially of the same form as set out in Attachment A of this report; and
3. Require the agreement be signed by the property owner within 120 days or longer if warranted, or any extension thereof granted by Council on request of the property owner, from the date of final approval by Council and any other bodies as necessary, including applicable appeal periods, whichever is later; otherwise this approval will be void and obligations arising hereunder shall be at an end.

## **BACKGROUND**

Myles Baldwin, Shane Beehan and Jillian Demmons, registered owners of 2720 Gottingen Street, have applied to enter into a development agreement on their property to allow a restaurant, pub and up to three residential dwelling units (Map 1). The property is currently configured as a single unit dwelling.

The property is listed on the municipal heritage registry and as such, the owners have the ability under Section 6.8 of the Halifax Municipal Planning Strategy (MPS) to apply for an agreement with the municipality to change the permitted use of the land provided the heritage value of the property is not diminished, and neighbouring properties are not unduly affected. Several improvements to the exterior and interior of the building have taken place since its purchase by the current owners.

<b>Subject Site</b>	2720 Gottingen Street (PID 00166850)
<b>Location</b>	North End Halifax
<b>Regional Plan Designation</b>	US (Urban Settlement)
<b>Community Plan Designation (Map 2)</b>	Medium Density Residential (MDR) of the Peninsula North Secondary Planning Strategy
<b>Zoning (Map 3)</b>	General Residential (R-2) Zone
<b>Size of Site</b>	840s/m (9,000s/ft)
<b>Street Frontage</b>	30m (60ft)
<b>Current Land Use(s)</b>	Single Unit Dwelling
<b>Surrounding Use(s)</b>	<ul style="list-style-type: none"><li>• Single, duplex and multi-unit residential to the north, west and south;</li><li>• Military uses to the east</li></ul>

### **Proposal Details**

The applicant proposes to enter into a development agreement to allow a restaurant, pub and up to three residential units within the existing registered heritage building located at 2720 Gottingen Street, Halifax.

The major aspects of the proposal are as follows:

- A restaurant and pub are proposed on the main floor of the existing building;
- Uses accessory to the restaurant and pub such as storage and office space;
- Up to three (3) residential units on the second and third floors of the existing building; and
- Parking, landscaping and fencing requirements meant to complement and mitigate the commercial use within the residential context of the surrounding neighbourhood.

### **Heritage**

The subject property is listed on the municipal heritage registry and as such is protected under the *Nova Scotia Heritage Property Act*. The building itself has been restored by the current owners in preparation for the proposed commercial use. There are no changes to the exterior of the building proposed through this application which might negatively affect the heritage value of the property. Further, the proposed development agreement requires ongoing maintenance to preserve the integrity and heritage value of the property.

### **Enabling Policy and LUB Context**

This proposal is being considered under Policy 6.8 of the Halifax Municipal Planning Strategy. This policy allows owners of registered heritage properties to apply for a development agreement to permit a use not allowed by the underlying zone. In this case, the addition of a restaurant and pub is not permitted under the existing zoning.

The subject property is situated within the Medium Density Residential Designation of the Peninsula North Secondary Planning Strategy. This designation provides for the development of residential uses containing up to four units and is meant to encourage a variety of housing types.

The subject property is currently zoned General Residential (R-2) which allows for a range of residential and accessory uses including single family homes, duplexes, apartment buildings containing up to four apartments and special care homes. Commercial or institutional uses permitted in this zone include churches, day care facilities, home occupations and professional offices. Bed and Breakfast establishments and lodging houses are also permitted.

### **COMMUNITY ENGAGEMENT**

The community engagement process used for this case is consistent with the intent of the HRM Community Engagement Strategy. The level of community engagement was consultation, achieved through providing information and seeking comments through the HRM website, signage posted on the subject property, letters mailed to property owners within the notification area and a public information meeting held on August 10<sup>th</sup> 2017. Attachment C contains a copy of the minutes from the meeting. The public comments received include the following topics:

- Support for an additional small business in the area;
- Concern about possible nuisance and noise produced by the restaurant and pub;
- Concern about the proximity of an establishment selling alcohol near community services;
- The appropriateness of a commercial business in a low-density residential area;
- Concerns about parking, loading and hours of operation.

A public hearing must be held by Halifax and West Community Council before they can consider approval of the proposed development agreement. Should Community Council decide to proceed with a public hearing on this application, in addition to the published newspaper advertisements, property owners within the notification area as shown on Map 3 will be notified of the hearing by regular mail.

The proposal will potentially impact adjacent neighbours, nearby residents and other small businesses in the area.

### **DISCUSSION**

Staff have reviewed the proposal relative to all relevant policies and advise that it is reasonably consistent with the intent of the MPS. Attachment B provides an evaluation of the proposed development agreement in relation to the relevant MPS policies.

#### **Proposed Development Agreement**

Attachment A contains the proposed development agreement for the subject property and the conditions under which the development may occur. The proposed development agreement addresses the following matters:

- The proposed uses on the property, including the restaurant, pub and residential units;
- The hours of operation and commercial occupancy of the pub;
- Means of mitigating noise, foot traffic and loitering; and
- Requirements for parking and landscaping including fencing around the property.

The proposed development agreement will permit a restaurant and pub that is licensed to serve alcohol, as well as up to three residential dwelling units subject to the controls identified above. There are no relevant definitions for a business licensed and permitted to serve both alcohol and full-service meals within the Halifax Peninsula LUB such as “restaurant” or “pub”. In order to provide an accurate description of the proposed use, a special definition of “restaurant” has been provided within the development agreement (Attachment A).

The proposed definition allows for a business which prepares and serves food and alcoholic beverages to patrons for consumption on the premises.

Of the matters addressed by the proposed development agreement to satisfy the MPS criteria as shown in Attachment B, the following have been identified for detailed discussion.

### **Consistency with Relevant Policies**

#### Land Uses Impacts

Policy 6.8 of the Halifax MPS allows for the consideration of land uses which are not permitted by the underlying zone in the context of municipally registered heritage properties, so long as certain criteria are considered and addressed (see Attachment B). A key criteria for this case is that any development does not unduly disrupt adjacent uses, especially residential uses. In response to the concerns of nearby residents on the impact of the development, the proposal mitigates these concerns through the removal of the previously proposed outdoor patio. It also includes provisions pertaining to hours of operation and capacity, and requires fencing, landscaping and vegetative buffering.

#### Development Abutting Registered Heritage Properties

Policy CH-16 of the Regional Municipal Planning Strategy sets out provisions for developments abutting registered heritage properties. In this case, the neighbouring property (2730 Gottingen Street) is a municipally registered heritage property. As the subject property is also a registered heritage property, many of the means of conserving its heritage value also result in meeting the provisions of Policy CH-16, such as visual screening of parking areas and equipment and conforming to the *Standards and Guidelines for the Conservation of Historic Places in Canada*. Generally, since the proposal does not consider the construction of new buildings or additions to the existing structure, the objectives of Policy CH-16 are being met (see Attachment B).

#### Heritage Impacts

Policy 6.8 is designed to benefit heritage properties by incentivizing their restoration, conservation or adaptive re-use. Such incentivization is accomplished by creating a greater opportunity for a wide range of uses, including commercial uses. However, the proposal must be substantially consistent with the policies of the Halifax SMPS, especially those pertaining to heritage resources, and must not reduce the integrity or heritage value of the heritage property.

In this case, the property owner has greatly benefitted the registered heritage property through extensive restoration in preparation for the proposed development. The integrity of the property has been maintained and the development agreement requires ongoing maintenance of the building, property and landscaping which will ensure the property is maintained to a good state of repair. Photographs of the property before and after the renovations have been included in Attachment D.

#### Commercial Uses

Staff have considered other relevant policies in the Halifax SMPS, specifically those pertaining to commercial uses within the Peninsula North Secondary Plan Area. While commercial uses are encouraged to locate within identified and established commercial corridors, the policies do not preclude commercial uses elsewhere within the Plan Area.

The subject property is within 80 metres of existing commercial uses, and is within 100 metres of properties zoned for General Commercial (C-2) uses, including a former pub and restaurant. Given that Gottingen Street is a major thoroughfare with a mix of commercial and residential uses, and given that the proposal in question is subject to several limitations on occupancy, noise and hours of operation, staff advise that this proposal is consistent with existing commercial policies within the Peninsula North Secondary Plan.

### **Planning Advisory Committee**

The Halifax Peninsula Planning Advisory Committee reviewed the application on September 11<sup>th</sup> 2017 and recommended that Halifax West Community Council proceed with an agreement to permit the development as proposed. A report from the PAC to Community Council will be provided under a separate cover.

### **Conclusion**

Staff have reviewed the proposal in terms of all relevant policy criteria and advise that the proposal is reasonably consistent with the intent of the Halifax SMPS. The main purpose of Policy 6.8 is to incentivize the retention and restoration of heritage properties through additional land use flexibility. In this case, the property owner has agreed to measures that limit the potential impacts of the development on neighbouring properties, and has greatly benefitted the heritage property through repairs and restoration. Therefore, staff recommend that the Heritage Advisory Committee recommend that Halifax and West Community Council approve the proposed development agreement as found in Attachment A.

### **FINANCIAL IMPLICATIONS**

There are no financial implications. The applicant will be responsible for all costs, expenses, liabilities and obligations imposed under or incurred to satisfy the terms of this proposed development agreement. The administration of the proposed development agreement can be carried out within the approved 2017/2018 operating budget and with existing resources.

### **RISK CONSIDERATION**

There are no significant risks associated with the recommendations contained within this report. This application may be considered under existing MPS policies. Community Council has the discretion to make decisions that are consistent with the MPS, and such decisions may be appealed to the N.S. Utility and Review Board. Information concerning risks and other implications of adopting the proposed development agreement are contained within the Discussion section of this report.

### **ENVIRONMENTAL IMPLICATIONS**

No environmental implications have been identified.

### **ALTERNATIVES**

1. The Heritage Advisory Committee may recommend that the Halifax and West Community Council choose to approve the proposed development agreement subject to modifications. Such modifications may require further negotiation with the applicant and may require a supplementary report or another public hearing. A decision of Council to approve this development agreement is appealable to the N.S. Utility & Review Board as per Section 262 of the *HRM Charter*.
2. The Heritage Advisory Committee may recommend that Halifax and West Community Council choose to refuse the proposed development agreement, and in doing so, must provide reasons why the proposed agreement does not reasonably carry out the intent of the MPS. A decision of Council to refuse the proposed development agreement is appealable to the N.S. Utility & Review Board as per Section 262 of the *HRM Charter*.

**ATTACHMENTS**

Map 1: Generalized Future Land Use  
Map 2: Zoning and Notification Area

Attachment A: Proposed Development Agreement  
Attachment B: Review of Relevant MPS Policies  
Attachment C: Public Information Meeting Minutes  
Attachment D: Photographs of Interior and Exterior Restoration

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A copy of this report can be obtained online at [halifax.ca](http://halifax.ca) or by contacting the Office of the Municipal Clerk at 902.490.4210.

Report Prepared by: Aaron Murnaghan, Principal Heritage Planner, Regional Planning, 902.292.2470

*-Original Signed-*

Report Approved by: Kurt Pyle, Acting Manager, Heritage Property Program 902-490-6011

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**Map 1 - Generalized Future Land Use**

2720 Gottingen Street  
Halifax

**HALIFAX**

 Subject Property

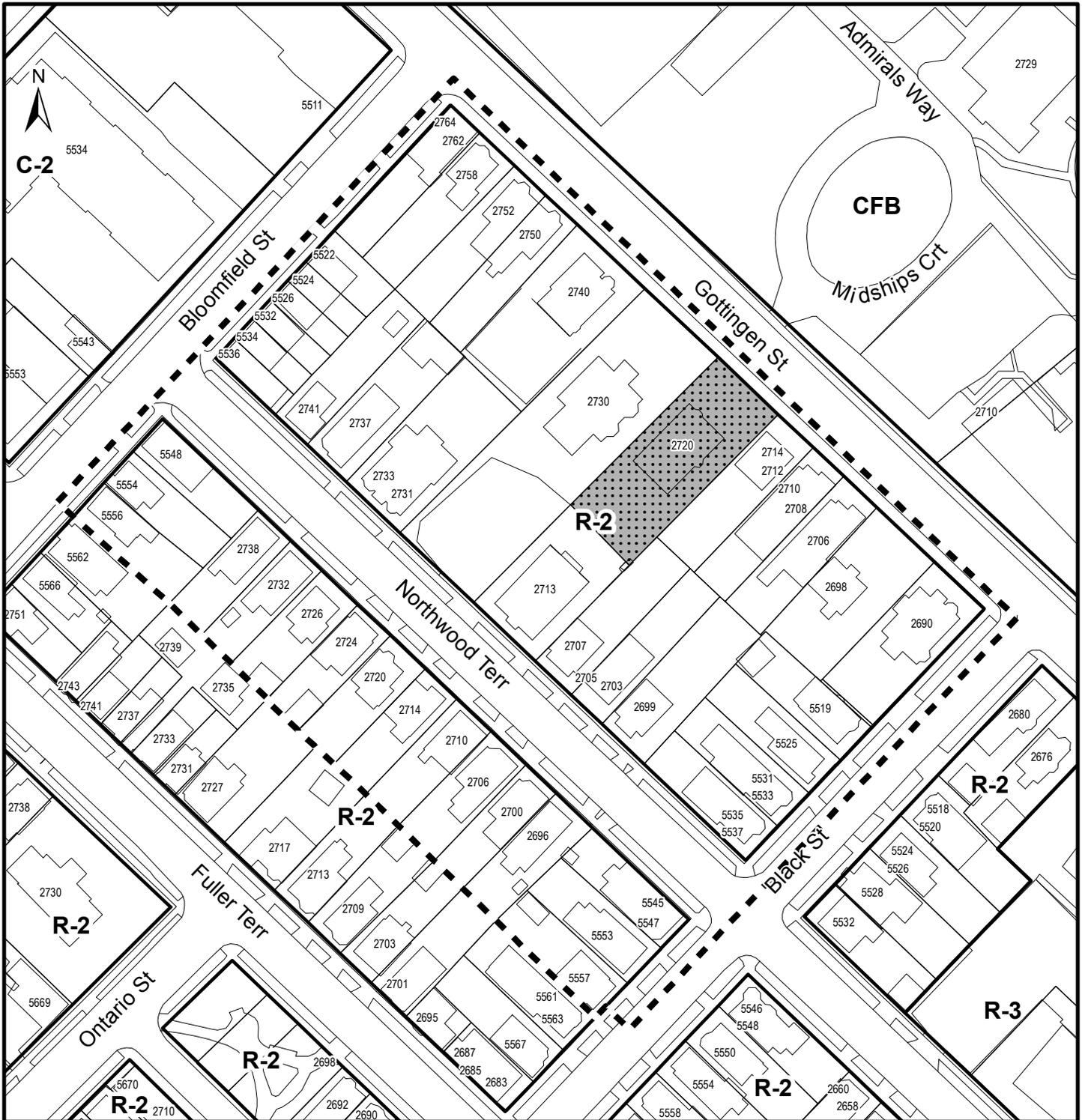
- Designation**
- MDR Medium Density Residential
  - HDR High Density Residential
  - MJC Major Commercial
  - CFB Canadian Forces Base



This map is an unofficial reproduction of a portion of the Generalized Future Land Use Map for the plan area indicated.

The accuracy of any representation on this plan is not guaranteed.

Halifax Plan Area  
Peninsula North Secondary Plan Area



### Map 2 - Zoning and Notification

2720 Gottingen Street  
Halifax

**HALIFAX**

-  Subject Property
-  Area of Notification

- Zone**
- R-2 General Residential
  - R-3 Multiple Dwelling
  - C-2 General Business
  - CFB Canadian Forces Base



This map is an unofficial reproduction of a portion of the Zoning Map for the plan area indicated.

The accuracy of any representation on this plan is not guaranteed.

THIS AGREEMENT made this      day of **[Insert Month]**, 20\_\_\_,

BETWEEN:

**[Insert Individual's name]**

an individual, in the Halifax Regional Municipality  
in the Province of Nova Scotia [**or other Province,**] (hereinafter called  
the "Developer")

OF THE FIRST PART

- and -

**HALIFAX REGIONAL MUNICIPALITY**

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

OF THE SECOND PART

WHEREAS the Developer is the registered owner of certain lands located 2720 Gottingen Street, Halifax and which said lands are more particularly described in Schedule A hereto (hereinafter called the "Lands");

AND WHEREAS the Lands have been registered as a municipal heritage property pursuant to the provisions of the Municipality's Heritage Property By law (By-law H-200) as amended from time to time;

AND WHEREAS the Developer has requested that the Municipality enter into a Development Agreement to allow for a restaurant, pub and residential dwelling units on the Lands pursuant to the provisions of the *Halifax Regional Municipality Charter* and pursuant to Policy 6.8 of the Halifax Secondary Municipal Planning Strategy;

AND WHEREAS the Halifax and West Community Council for the Municipality approved this request at a meeting held on **[Insert - Date]**, referenced as Municipal Case Number 20923;

THEREFORE, in consideration of the benefits accrued to each party from the covenants herein contained, the Parties agree as follows:

## **PART 1: GENERAL REQUIREMENTS AND ADMINISTRATION**

### **1.1 Applicability of Agreement**

The Developer agrees that the Lands shall be developed and used only in accordance with and subject to the terms and conditions of this Agreement.

### **1.2 Applicability of Land Use By-law and Subdivision By-law**

Except as otherwise provided for herein, the development, use and subdivision of the Lands shall comply with the requirements of the Land Use By-law for Halifax Peninsula and the Regional Subdivision By-law, as may be amended from time to time.

### **1.3 Applicability of Other By-laws, Statutes and Regulations**

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

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

### **1.4 Conflict**

1.4.1 Where the provisions of this Agreement conflict with those of any by-law of the Municipality applicable to the Lands (other than the Land Use By-law to the extent varied by this Agreement) or any provincial or federal statute or regulation, the higher or more stringent requirements shall prevail.

1.4.2 Where the written text of this Agreement conflicts with information provided in the Schedules attached to this Agreement, the written text of this Agreement shall prevail.

### **1.5 Costs, Expenses, Liabilities and Obligations**

The Developer shall be responsible for all costs, expenses, liabilities and obligations imposed under or incurred in order to satisfy the terms of this Agreement and all Federal, Provincial and Municipal laws, by-laws, regulations and codes applicable to the Lands.

### **1.6 Provisions Severable**

The provisions of this Agreement are severable from one another and the invalidity or unenforceability of one provision shall not affect the validity or enforceability of any other provision.

## **PART 2: DEFINITIONS**

### **2.1 Words Not Defined under this Agreement**

All words unless otherwise specifically defined herein shall be as defined in the applicable Land Use By-law and Subdivision By-law, if not defined in these documents their customary meaning shall apply.

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

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

“Restaurant” means a building or part of a building wherein food is prepared and offered for sale to the public primarily for consumption within the building and may also be licensed to serve alcoholic beverages under the *Nova Scotia Liquor Control Act*.

## **PART 3: USE OF LANDS, SUBDIVISION AND DEVELOPMENT PROVISIONS**

### **3.1 Schedules**

The Developer shall develop the Lands in a manner, which, in the opinion of the Development Officer, conforms with the following Schedules attached to this Agreement and filed in the Halifax Regional Municipality as Case Number 20923:

#### ***List all applicable Schedules:***

Schedule A	Legal Description of the Lands(s)
Schedule B	Site Plan
Schedule C-1	Basement Floor Plan
Schedule C-2	Main Floor Plan
Schedule C-3	Second Floor Plan
Schedule C-4	Attic Floor Plan

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

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, the Land Use By-law and the Subdivision By-law (except to the extent that the provisions of the Land Use By-law and Subdivision By-law are varied by this Agreement) and with the terms and conditions of all permits, licenses, and approvals required to be obtained by the Developer pursuant to this Agreement.

### **3.3 General Description of Land Use**

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

- (a) A Restaurant situated on the main floor of the building; and

- (b) Uses accessory to the restaurant within the basement and second floor of the building; and
- (c) Up to three (3) residential dwelling units; or
- (d) Any uses permitted within the existing zone applied to the Lands subject to the provisions contained within the Land Use By-law for Halifax Peninsula as amended from time to time.

3.3.2 The Development Officer may permit unenclosed structures attached to a main building such as verandas, decks, porches, steps, and mobility disabled ramps to be located within the required minimum front, side and rear yards in conformance with the provisions of the Halifax Peninsula Land Use Bylaw as amended from time to time.

### **3.4 Heritage**

#### *Rights to Alter*

3.4.1 The Developer agrees not to alter the exterior appearance of or demolish the Existing Building, as provided for under Sections 16, 17 and 18 of the *Heritage Property Act*, in the event that an application for a building alteration or demolition is denied by the Municipality.

#### *Character Defining Elements*

3.4.2 Character defining elements of the Second Empire style of architecture of the building include, but are not limited to the truncated mansard roof, shed dormers and gable dormers, wood detailing and five sided, two storey bay windows. All character defining elements shall be maintained and kept in a good state of repair, but not removed.

#### *Non Substantial Alterations*

3.4.3 Any non-substantial alteration to the exterior appearance of the building in accordance with the requirements of the *Heritage Property Act* and By-law H-200, shall be submitted to the Development Officer for review and approval in consultation with the Heritage Planner.

#### *Maintenance*

3.4.4 All substantial maintenance and repair of the heritage building shall be conducted with the approval of the Heritage Planner, and in accordance with the *Standards and Guidelines for the Conservation of Historic Places in Canada, 2<sup>nd</sup> ed.*

3.4.5 The Developer 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, 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/sanding of walkways and driveways.

#### *Signage*

3.4.6 Any sign installed after the date of this Agreement shall meet the "Signage on Heritage Properties: Six Basic Principles" as set out in Bylaw H-200, and the requirements of the Halifax Peninsula Land Use Bylaw as may be amended from time to time.

### **3.5 Parking, Circulation and Access**

3.5.1 On-site parking spaces shall be provided as per the following requirements:

- (a) One space per occupied dwelling unit; and
- (b) Up to three (3) spaces exclusively for the use of restaurant patrons inclusive of accessible spaces as required under the Land Use Bylaw.

3.5.2 The parking area shall be sited as generally shown on **Schedule B**.

3.5.3 The parking area shall be hard surfaced or gravelled.

3.5.4 The limits of the parking area shall be defined by fencing or landscaping or curb.

### **3.6 Outdoor Lighting**

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

### **3.7 Landscaping and Fencing**

3.7.1 Fences shall be constructed in accordance with the following provisions:

- (a) A fence shall be required along the entirety of the north property boundary abutting 2730 Gottingen Street as shown on **Schedule B**. The fence shall be 1.8m (6ft) in height adjacent to the parking area and extending from the rear property boundary to a line perpendicular to the Southeast corner of the building at 2730 Gottingen Street, then stepping down to 1.2m (4ft) for the remainder of the property boundary.
- (b) A fence shall be maintained along the rear property boundary as shown on **Schedule B**. This fence shall be constructed of wood and/or masonry and shall be not less than 1.5m (5ft) and no more than 2.4m (8ft) in height.
- (c) A fence shall be required along the South property line abutting 2714 Gottingen Street as shown on **Schedule B**. This fence shall be made of wood and constructed so as to provide visual privacy to the abutting residential property.
- (d) Fencing shall be constructed as shown in **Schedule B** within the front yard so as to restrict pedestrian movement to paved walkways only. Such fences shall be 1.2m (4ft) in height and constructed of either wood pickets or black metal.

3.7.2 Areas of the front, rear and side yards not used for walkways, patios, parking, manoeuvring or storage shall be grassed or landscaped and well maintained.

3.7.3 Sections of fence abutting the South property boundary which are also within 6m (20ft) of the rear restaurant entrance shall be screened with evergreen hedges, trees or bushes. Such plantings shall be of no less than 1.8m (6ft) in height and spaced no less than 0.9m (3ft) apart as generally shown on **Schedule B**.

3.7.4 Existing mature trees on the Lands shall be retained so long as they do not pose a safety concern as identified by a certified arborist.

### **3.8 Maintenance**

The Developer shall maintain and keep in good repair all portions of the development on the Lands, including but not limited to, the exterior of the building, fencing, walkways, recreational amenities, parking areas and driveways, and the maintenance of all landscaping including the replacement of damaged or dead plant stock, trimming and litter control, garbage removal and snow and ice control, salting or sanding of walkways and driveways.

### **3.9 Screening**

- 3.10.1 Refuse containers located outside the building shall be visually screened from adjacent properties and from streets by means of opaque fencing or masonry walls or with bushes of no less than 1.8m (6ft) in height.
- 3.10.2 Propane tanks, oil tanks, natural gas meters, out-door cooking appliances and mechanical climate control devices including heat-pumps and shall be located on the site in such a way to ensure minimal visual impact to Gottingen Street and adjacent residential properties. These facilities shall be secured in accordance with the applicable approval agencies and screened by means of opaque fencing or masonry walls.
- 3.10.3 Mechanical equipment shall be permitted on the roof provided the equipment is not visible from Gottingen Street.

### **3.11 Hours of Operation**

- 3.11.1 The restaurant shall be permitted to operate between the hours of 11:00am and 11:30pm from Sunday to Thursday and between the hours of 11:00am and 12:30am on Friday and Saturday.
- 3.11.2 Deliveries to the building, and the collection of refuse and recyclables shall occur only between the hours of 7:00am and 7:00pm everyday.

### **3.12 Commercial Occupancy**

The seating and dining area of the restaurant shall be confined to the main level of the building as shown on **Schedule C** with uses accessory to the restaurant such as washrooms, office and storage permitted on the second level and within the basement.

## **PART 4: AMENDMENTS**

### **4.1 Non-Substantive Amendments**

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

- (a) Changes to landscaping and fencing measures as detailed in Section 3.7 or which, in the opinion of the Development Officer, does not conform with Schedule B;
- (b) Changes to the parking requirements as detailed in Section 3.5;
- (c) The granting of an extension to the date of commencement of construction as identified in Section 7.3 of this Agreement; and
- (d) The length of time for the completion of the development as identified in Section 7.5 of this Agreement;

## **4.2 Substantive Amendments**

Amendments to any matters not identified under Section 4.1 shall be deemed substantive and may only be amended in accordance with the approval requirements of the *Halifax Regional Municipality Charter*.

## **PART 5: REGISTRATION, EFFECT OF CONVEYANCES AND DISCHARGE**

### **5.1 Registration**

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

### **5.2 Subsequent Owners**

- 5.2.1 This Agreement shall be binding upon the parties hereto, their heirs, successors, assigns, mortgagees, lessees and all subsequent owners, and shall run with the Lands which are the subject of this Agreement until this Agreement is discharged by Council.
- 5.2.2 Upon the transfer of title to any lot(s), the subsequent owner(s) thereof shall observe and perform the terms and conditions of this Agreement to the extent applicable to the lot(s).

### **5.3 Commencement of Development**

- 5.3.1 In the event that development on the Lands has not commenced within three (3) years from the date of registration of this Agreement at the Registry of Deeds or Land Registry Office, as indicated herein, the Agreement shall have no further force or effect and henceforth the development of the Lands shall conform with the provisions of the Land Use By-law.
- 5.3.2 For the purpose of this section, commencement of development shall mean the issuance of an occupancy permit for the restaurant use.
- 5.3.3 For the purpose of this section, Council may consider granting an extension of the commencement of development time period through a resolution if the Municipality receives a written request from the Developer at least sixty (60) calendar days prior to the expiry of the commencement of development time period.

### **5.4. Completion of Development**

Upon the completion of the whole development Council may review this Agreement, in whole or in part, and may:

- (a) retain the Agreement in its present form;
- (b) negotiate a new Agreement;
- (c) discharge this Agreement; or
- (d) for those portions of the development which are completed, discharge this Agreement and apply appropriate zoning pursuant to the Municipal Planning Strategy and Land Use By-law for Halifax Peninsula as may be amended from time to time.

### **5.5 Discharge of Agreement**

If the Developer fails to complete the development after **five (5)** years from the date of registration of this Agreement at the Registry of Deeds or Land Registration Office Council may review this Agreement, in whole or in part, and may:

- (a) retain the Agreement in its present form;
- (b) negotiate a new Agreement; or
- (c) discharge this Agreement.

## **PART 6: ENFORCEMENT AND RIGHTS AND REMEDIES ON DEFAULT**

### **6.1 Enforcement**

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

### **6.2 Failure to Comply**

If the Developer fails to observe or perform any condition of this Agreement after the Municipality has given the Developer sixty (60) days written notice of the failure or default, then in each such case:

- (a) The Municipality shall be entitled to apply to any court of competent jurisdiction for injunctive relief including an order prohibiting the Developer from continuing such default and the Developer hereby submits to the jurisdiction of such Court and waives any defense based upon the allegation that damages would be an adequate remedy;
- (b) The Municipality may enter onto the Lands and perform any of the covenants contained in this Agreement or take such remedial action as is considered necessary to correct a breach of the Agreement, whereupon all reasonable expenses whether arising out of the entry onto the Lands or from the performance of the covenants or remedial action, shall be a first lien on the Lands and be shown on any tax certificate issued under the *Assessment Act*;
- (c) The Municipality may by resolution discharge this Agreement whereupon this Agreement shall have no further force or effect and henceforth the development of the Lands shall conform with the provisions of the Land Use By-law; or
- (d) In addition to the above remedies, the Municipality reserves the right to pursue any other remedy under the *Halifax Regional Municipality Charter* or Common Law in order to ensure compliance with this Agreement.

**IN WITNESS WHEREAS** the said parties to these presents have hereunto set their hands and affixed their seals the day and year first above written.

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

**(Insert Registered Owner Name)**

\_\_\_\_\_

\_\_\_\_\_  
Witness

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

**SIGNED, 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**

\_\_\_\_\_  
Witness

Per: \_\_\_\_\_  
MAYOR

\_\_\_\_\_  
Witness

Per: \_\_\_\_\_  
MUNICIPAL CLERK

## **SCHEDULE A**

All that certain lot, piece or parcel of land being, lying and situated in the City of Halifax, County of Halifax, Province of Nova Scotia, more particularly described as follows:

Beginning at the southeast corner of lands formerly owned by one J. Wesley Smith and at the western street line of Gottingen Street;

Thence southerly along the western street line of Gottingen Street, a distance of sixty feet more or less to the northern boundary line of lands formerly of one Alexander MacDougall;

Thence westerly along the northern boundary of the said lands formerly of Alexander MacDougall a distance of one hundred and fifty feet to a point;

Thence northerly along the eastern boundary of lands conveyed by the Grantor herein to one John O. Gray by Deed registered at the Registry of Deeds for the County of Halifax at Book 1559 at Page 377, a distance of sixty feet more or less to a point;

Thence easterly along the southern boundary of the lands formerly of one J. Wesley Smith a distance of one hundred and fifty feet to the place of beginning.

\*\*\* Municipal Government Act, Part IX Compliance \*\*\*

Not Subject To:

The parcel was created by a subdivision that predates subdivision control or planning legislation or by-laws in the municipality and therefore no subdivision approval was required for creation of this parcel.

# Schedule B

**SITE PLAN** 2720 Gottingen Street  
Halifax, NS



-  Existing Trees
-  Proposed Trees
-  Wooden Fencing

**LOT AREA:**  
150ft x 60ft  
9000ft<sup>2</sup>  
(836.13m<sup>2</sup>)

**GOTTINGEN STREET**

# Schedule C-1

<b>PROJECT:</b> <b>2720 GOTTINGEN STREET</b>	<b>GENERAL NOTES:</b> 1) DRAWINGS ARE TO BE USED AS REFERENCE ONLY. THESE ARE NOT TO BE USED AS CONSTRUCTION PLANS. 2) ALL DIMENSIONS ARE IN IMPERIAL UNITS UNLESS OTHERWISE SPECIFIED
<b>DRAWING:</b> BASEMENT FLOOR PLAN	<b>DRAWN BY:</b> Katie Hall
<b>DATE:</b> February 18, 2016	<b>PAGE NO.:</b> <b>1/9</b>





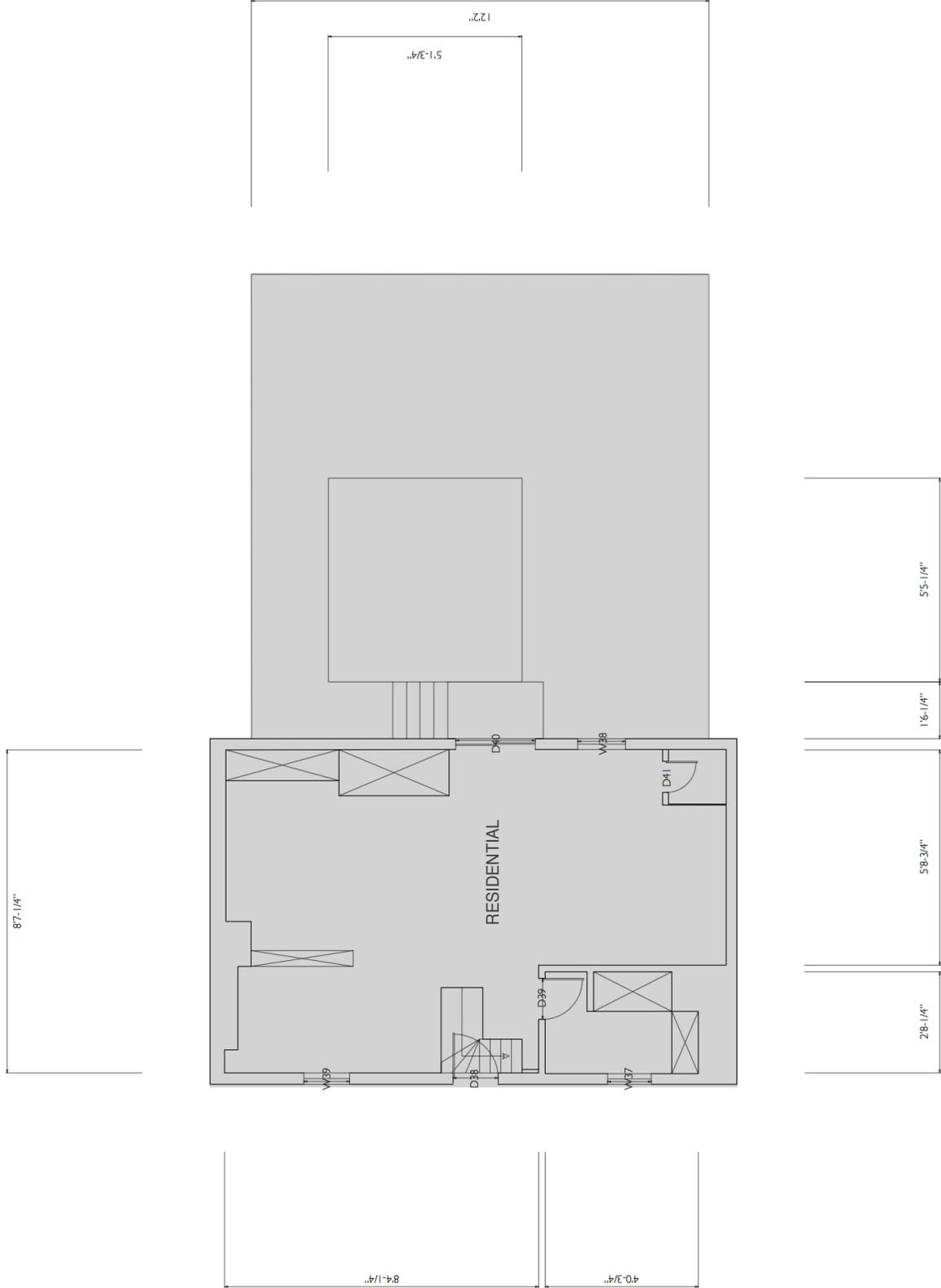
# Schedule C-3

<b>PROJECT:</b>	<b>2720 GOTTINGEN STREET</b>
<b>GENERAL NOTES:</b>	1) DRAWINGS ARE TO BE USED AS REFERENCE ONLY. THESE ARE NOT TO BE USED AS CONSTRUCTION PLANS. 2) ALL DIMENSIONS ARE IN IMPERIAL UNITS UNLESS OTHERWISE SPECIFIED
<b>DRAWING:</b>	SECOND FLOOR PLAN
<b>DRAWN BY:</b>	Katie Hall
<b>DATE:</b>	February 18, 2016
<b>PAGE NO.:</b>	<b>3/9</b>



# Schedule C-4

<b>PROJECT:</b> <b>2720 GOTTINGEN STREET</b>	<b>GENERAL NOTES:</b> 1) DRAWINGS ARE TO BE USED AS REFERENCE ONLY. THESE ARE NOT TO BE USED AS CONSTRUCTION PLANS. 2) ALL DIMENSIONS ARE IN IMPERIAL UNITS UNLESS OTHERWISE SPECIFIED	<b>DRAWING:</b> THIRD FLOOR PLAN	<b>DRAWN BY:</b> Katie Hall	<b>DATE:</b> February 18, 2016	<b>PAGE NO.:</b> <b>4/9</b>
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<b>CHAPTER 7</b>	
<b>HALIFAX REGIONAL MUNICIPAL PLANNING STRATEGY</b>	
<b><u>7.4 DEVELOPMENT ABUTTING REGISTERED HERITAGE PROPERTIES</u></b>	
<p>H-16 For lands abutting federally, provincially or municipally registered heritage properties, HRM shall, when reviewing applications for development agreements, rezonings and amendments pursuant to secondary planning strategies, or when reviewing the provision of utilities for said lands, consider a range of design solutions and architectural expressions that are compatible with the abutting federally, provincially or municipally registered heritage properties by considering the following:</p>	
<p>(a) the careful use of materials, colour, proportion, and the rhythm established by surface and structural elements should reinforce those same aspects of the existing buildings;</p>	<p>The property in question has been restored using period-appropriate paint colours and has restored an existing 19<sup>th</sup> century structure in a way that is consistent with the Standards and Guidelines for the Conservation of Historic Places in Canada.</p>
<p>(b) ensuring that new development is visually compatible with yet distinguishable from the abutting registered heritage property. To accomplish this, an appropriate balance must be struck between mere imitation of the abutting building and pointed contrast, thus complementing the abutting registered heritage property in a manner that respects its heritage value;</p>	<p>N/A The existing building is being retained and restored in its original form.</p>
<p>(c) ensuring that new developments respect the building scale, massing, proportions, profile and building character of abutting federally, provincially or municipally registered heritage structures by ensuring that they:</p> <p>(i) incorporate fine-scaled architectural detailing and human-scaled building elements.</p> <p>(ii) reinforce, the structural rhythm (i.e., expression of floor lines, structural bays,</p>	<p>N/A The existing building is being retained and restored in its original form.</p>

<p>etc.) of abutting federally, provincially or municipally registered heritage properties; and</p> <p>(iii) any additional building height proposed above the pedestrian realm mitigate its impact upon the pedestrian realm and abutting registered heritage properties by incorporating design solutions, such as stepbacks from the street wall and abutting registered heritage properties, modulation of building massing, and other methods of massing articulation using horizontal or vertical recesses or projections, datum lines, and changes in material, texture or colour to help reduce its apparent scale;</p>	
<p>(d) the siting of new developments such that their footprints respect the existing development pattern by:</p> <p>(i) physically orienting new structures to the street in a similar fashion to existing federally, provincially or municipally registered heritage structures to preserve a consistent street wall; and</p> <p>(ii) respecting the existing front and side yard setbacks of the street or heritage conservation district including permitting exceptions to the front yard requirements of the applicable land use by-laws where existing front yard requirements would detract from the heritage values of the streetscape;</p>	<p>There are no new structures proposed for the subject lands.</p>
<p>(e) not unreasonably creating shadowing effects on public spaces and heritage resources;</p>	<p>There are no proposed changes to the structure that would create increased shadow effects.</p>
<p>(f) complementing historic fabric and open space qualities of the existing streetscape;</p>	<p>The existing structure and site conditions are being maintained, including open spaces.</p>
<p>(g) minimizing the loss of landscaped open space;</p>	<p>No open space is being lost, and additional landscaping is being required.</p>

<p>(h) ensuring that parking facilities (surface lots, residential garages, stand-alone parking and parking components as part of larger developments) are compatible with abutting federally, provincially or municipally registered heritage structures;</p>	<p>Surface parking is proposed to be screened by vegetation and fencing from neighbouring properties.</p>
<p>(i) placing utility equipment and devices such as metering equipment, transformer boxes, power lines, and conduit equipment boxes in locations which do not detract from the visual building character or architectural integrity of the heritage resource;</p>	<p>Utility equipment including HVAC and oil tanks are required to be screened from view by vegetation and fencing.</p>
<p>(j) having the proposal meet the heritage considerations of the appropriate Secondary Planning Strategy, as well as any applicable urban design guidelines; and</p>	<p>This proposal meets all applicable heritage policies and guidelines.</p>
<p>(k) any applicable matter as set out in Policy G-14 of this Plan.</p>	<p>N/A</p>

<b>SECTION II CITY-WIDE OBJECTIVES AND POLICIES</b>	
<b>2. <u>RESIDENTIAL ENVIRONMENTS</u></b>	
<b>Objective:</b> The provision and maintenance of diverse and high quality housing in adequate amounts, in safe residential environments, at prices which residents can afford.	
2.1.1 On the Peninsula, residential development should be encouraged through retention, rehabilitation and infill compatible with existing neighbourhoods; and the City shall develop the means to do this through the detailed area planning process.	N/A. This proposal ensures the continued use of an existing structure for residential use.
2.2 The integrity of existing residential neighbourhoods shall be maintained by requiring that any new development which would differ in use or intensity of use from the present neighbourhood development pattern be related to the needs or characteristics of the neighbourhood and this shall be accomplished by Implementation Policies 3.1 and 3.2 as appropriate.	The new proposed use shall be limited to the interior of an existing structure and does not differ from the intensity of former, existing or proposed uses along nearby portions of the street such as restaurants and pubs.  This proposal is for a use which may draw patrons and staff from the surrounding community and is not inconsistent with other commercial uses in operation along the street.
2.4 Because the differences between residential areas contribute to the richness of Halifax as a city, and because different neighbourhoods exhibit different characteristics through such things as their location, scale, and housing age and type, and in order to promote neighbourhood stability and to ensure different types of residential areas and a variety of choices for its citizens, the City encourages the retention of the existing residential character of predominantly stable neighbourhoods, and will seek to ensure that any change it can control will be compatible with these neighbourhoods.	The proposed development would retain the existing structure and provide up to three residential units which may help in providing affordable rental units for a range of potential tenants. The subject property had previously been run as a bed and breakfast and lodging house. A conversion to three residential units would represent a less-intensive residential use for the property.  The restaurant and pub use are not inconsistent with similar uses that have existed or still exist along the street (such as the North End Pub and Shadia's Pizza, both within 100m of the subject property). The requirement for noise mitigation, reduced hours of operation and occupancy limitations will ensure the proposed commercial use does not detract from neighbourhood stability.

<p>2.4.1 Stability will be maintained by preserving the scale of the neighbourhood, routing future principal streets around rather than through them, and allowing commercial expansion within definite confines which will not conflict with the character or stability of the neighbourhood, and this shall be accomplished by Implementation Policies 3.1 and 3.2 as appropriate.</p>	<p>The proposal does not include the construction of additional buildings or streets, or for the expansion of an existing commercial use.</p> <p>The proposal includes limitations on the commercial use, and provides a secondary residential component which will complement the existing character and stability of the neighbourhood.</p>
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**6. HERITAGE RESOURCES**

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

<p>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:</p>	<p>The subject property has been registered as a municipal heritage property since February of 2016.</p>
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<p>(i) that any registered heritage building covered by the agreement shall not be altered in any way to diminish its heritage value;</p>	<p>The property has been restored in such a way that its heritage value has increased. There are no proposed alterations to the building exterior. The identified character defining elements have been retained or have been restored in-keeping with the <i>Standards and Guidelines</i>.</p>
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<p>(ii) that any development must maintain the integrity of any registered heritage property, streetscape or conservation area of which it is part;</p>	<p>The extent of alterations are limited to the building interior. Repairs and restoration work has retained the property's integrity.</p>
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<p>(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;</p>	<p>Provisions for the mitigation of disrupting factors have been added to the development agreement to ensure that neighbouring properties are not unduly disrupted.</p> <p>These provisions include limitations on occupancy and hours of operation, as well as a prohibition on amplified music and the addition of fencing and landscaping meant to contain the use on the subject property.</p>
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<p>(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.</p>	<p>This proposal generally complies with the policies of this plan.</p>
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**SECTION XI  
PENINSULA NORTH SECONDARY PLANNING STRATEGY**

**1. RESIDENTIAL ENVIRONMENTS**

**Objective:** Stable residential communities in Peninsula North that offer a variety of housing types to meet the needs of a range of income and age groups.

1.3	<p>In areas shown as medium-density residential on the Generalized Future Land Use Map of Section XI, residential development in the following forms shall be permitted:</p> <ul style="list-style-type: none"> <li>(i) single family dwellings;</li> <li>(ii) duplex housing;</li> <li>(iii) semi-detached housing; and</li> <li>(iv) buildings containing three or four units.</li> </ul>	<p>This policy does not preclude commercial uses. Policy 6.8 of the Halifax MPS allows for the consideration of a range of uses not permitted under the zone.</p>
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**2. COMMERCIAL FACILITIES**

**Objective:** A variety of appropriately located commercial facilities to serve the needs of both the resident and working populations of Peninsula North and the City as a whole.

2.6	<p>The major commercial area of Gottingen Street (the commercial core) is one of the primary commercial areas serving Peninsula North. Infill commercial development on vacant portions of the street and the development of a full range of uses for the existing commercial properties is permitted.</p>	<p>N/A This proposal is not proposed within the Major Commercial Area of Gottingen Street.</p>
2.6.1	<p>Major commercial uses which would strengthen and enhance the commercial function of Gottingen Street should be focused in the commercial core.</p>	<p>N/A This proposal is not proposed to be located within the commercial core of Gottingen Street.</p>

**HALIFAX REGIONAL MUNICIPALITY**  
**Public Information Meeting**  
**Case 20923**

*The following does not represent a verbatim record of the proceedings of this meeting.*

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**Thursday, August 10, 2017**  
**7:00 p.m.**  
**Halifax Forum (Maritime Hall)**

**STAFF IN**

**ATTENDANCE:**

Paul Sampson, Planner, HRM Planning and Development  
Iain Grant, Planning Technician, HRM Planning and Development  
Cara McFarlane, Planning Controller, HRM Planning and  
Development

**ALSO IN**

**ATTENDANCE:**

Councillor Lindell Smith, District 8  
Applicants - Myles Baldwin, Shane Beehan, Jillian Demmons, Tyson  
McDow

**PUBLIC IN**

**ATTENDANCE:**

Approximately 39

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The meeting commenced at approximately 7:03 p.m.

**1. Call to order, purpose of meeting – Paul Sampson**

Mr. Sampson introduced himself as the Planner and Facilitator for the application, and the applicants.

Case 20923 - Application by Myles Baldwin, Shane Beehan and Jillian Demmons for a development agreement at 2720 Gottingen Street, Halifax to allow for a restaurant and pub (Narrows Public House).

The purpose of the Public Information Meeting (PIM) is to: a) identify the proposal site and highlight the proposal; b) give the applicant an opportunity to present the proposal; and c) receive public feedback and input regarding the proposal that will be used to prepare the staff report and go forward with this application. No decisions are made at this PIM.

**2. Presentation of Proposal – Paul Sampson**

**Mr. Sampson** presented the proposal for 2720 Gottingen Street, Halifax outlining: a) the site context with photos; b) the proposal and a site plan rendering; c) the designation (Medium Density Residential) under Section XI, Peninsula North Secondary Planning Strategy, and relevant planning policy (Policy 6.8 – Development Agreements for Heritage properties) under City-Wide Heritage Resources, of the Halifax Municipal Planning Strategy (MPS); d) the zone [R-2 (General Residential) Zone within the Halifax Peninsula Land Use By-law (LUB)]; and, e) explained what is and the purpose of a Development Agreement.

## **Presentation of Proposal – Myles Baldwin, Shane Beehan, Jillian Demmons, and Tyson McDow - Applicants**

**The applicants** presented the history (which allowed for Heritage designation) and background of the property at 2720 Gottingen Street, Halifax as well as their experiences, struggles and inspirations to arrive at this stage in their proposal of a Public House as a local gathering place for the community. An overview was given of details proposed for the Development Agreement and floor plans/patio design renderings were shown (will also be available on the applicants' website following the PIM). After consultation with the residents, the proposal includes a privacy fence and the hours of operation were reduced.

### **3. Questions and Comments**

**One resident** asked who is eligible to appeal the decision of Council. **Mr. Sampson** - If Council refused the application, the applicant would be able to appeal; if approved by Council, any aggrieved person/group could appeal within the 14-day appeal period timeframe.

**Mark, Bloomfield Street**, likes the idea but wondered about parking and deliveries. **Mr. Baldwin** – Currently there is on-street, one-hour parking. There would be three parking spaces in back and enough space for deliveries there as well. The menu would include seasonal dishes; therefore, visits to the local farms would be made by the applicants which would reduce deliveries.

**Brent Schmidt, St. Margarets Bay Road** – Henry House is an interesting model to be inspired by but there is a contextual difference - surrounded by mixed uses as opposed to this one surrounded primarily by residential. In the presentation, a residential unit was mentioned but there isn't a plan for people to live there. If it was a residence and a bar, it would give the impression of being more appropriate to be next door to residential. It also raises a question about balance in the neighbourhood. **Mr. Baldwin** – The proposed residential unit in the home made sense from a development agreement stand-point. It was suggested to give the space a use as opposed to leaving it vacant. A residential unit on the top floor would be great as it would reduce the overall costs and property tax. The house lends itself well to what is being proposed. A balance was made in terms of occupancy, staffing, cost of the business and to sustain that home. The proposal is a positive change in terms of balancing economic development progression along with preservation and celebration of the history.

**Elizabeth Pacey, Gottingen Street**, opposes the proposal. She had a document received from the public session the applicants hosted at their house. It suggested that they are saving the house from demolition as the house is too old to use as for typical residential rental property. Her Victorian mansion at 2730 Gottingen Street is quite a bit older than the subject house. She plans to rent the rooms as residential units to support her livelihood, increase the residential component of the neighbourhood and feels this proposal would be extremely disruptive (contrary to what Policy 6.8 states) to her project. No one will want buy or rent a property next to a house which is basically a bar. Policy 6.8 also requires the integrity of the neighbourhood be maintained. She feels this would destabilize a perfectly good residential block and neighbourhood which is being considered as a conservation area. She is also hoping to build some residential Edwardian houses on the two properties that back the Fernbank property. Selling or renting these properties would also be affected by a bar next door. The applicants' document also mentions a lot of space to the north of their property but there is very little space there. The room in her house where she writes is closest to the proposed patio. The proposal should not have been advertised as a restaurant. She was not aware that the heritage designation the applicants sought would be used for the intentions of Policy 6.8. **Mr. Baldwin** – The proposal is for a respectfully run Public House which is very different than a bar. **Mr. Beehan** has been very forward and open with the policies and format. The restaurant portion will be a strong focus. **Mr. Baldwin** – The hours will be reduced

and there will be no amplified music on the patio or inside the house. In terms of the aesthetic/restoration of the property, a genuine effort was made resourcing the area and the home.

**Shawn Selfridge, Bloomfield Street**, knows Mr. Baldwin as a very respectful and generous neighbour. The intention behind the time and care to renovate this location is very ambitious for three young guys working in the service industry. They reached out to the community and have been transparent about their intentions. There is a tradition in Nova Scotia not to celebrate others' success. Airbnbs operate in the neighbourhood leading to strangers in the area nightly. This establishment will be operating under regulations.

**Steve Hart, Fuller Terrace** – What happens if the applicants want to make a change to the development agreement that was approved by Council? **Mr. Sampson** – The development agreement can include floor plans and specify the uses for each floor of the building. Depending on the wording of the agreement, a substantial amendment would have to go back through a public process similar to this one but if the change was deemed non-substantive in the agreement, Council could approve the amendment by resolution. **Mr. Hart** would love for this to work. He believes people are concerned about the noise factor and asked that the applicants work with their neighbours. He applauded them for saving the building. **Mr. Beehan** – The development will be bound by the development agreement. We have developed a set of principles and community respect is at the top of that list.

**Mr. Selfridge** – Could parameters be put in place to include specifics for noise decibels? **Mr. Sampson** will check into that. It was stated that there will be no amplified music. **Mr. Baldwin** – Decibel level should be fine as long as music/entertainment isn't amplified. These are things that can be discussed and written into the agreement.

**Julian Carvery, Creighton Street** is in full support of the proposal. Businesses have been developing in the area. Large events in the area have not been as much of a problem as one might suspect. He believes a lot of the fears of having these kinds of businesses in the neighbourhood are a bit exemplified.

**Sandra Patterson, Gottingen Street**, lives directly next door and feels the proposal will disrupt her life for many reasons: safety (people coming and going in front of her house), noise (no soundproofing in the walls of the home), bringing alcohol into the neighbourhood with a women's shelter a few doors down, increase in traffic (already congested) and will decrease her property value. **Mr. Baldwin** – In terms of the safety, the establishment will be respectfully run and there will be respect for the neighbours. The applicants are open to discussions as the process continues. The Airbnbs are a safety issue because there are different people coming and going on a daily basis. **Mr. Beehan** – This proposal is a cultural expression, a neighbourhood community focus place. **Mr. Baldwin** did talk to the Executive Director of the women's shelter as well as the employees. They did not express any concerns. He plans to follow up with the Director as the process continues.

**Francis Morley, Gottingen Street**, is opposed to the proposal and feels the applicants didn't carefully consider the impacts of the proposal on the immediate neighbourhood. He understood it to be a small-scale business and found out later that it will be a pub/bar. The front yard was changed to accommodate a patio. He is concerned about safety, privacy, noise and traffic (during hours that are normally quiet), drinking and gathering, parked cars in front of buildings along the street, deliveries of food and liquor, etc. during the day. There is also the shelter that houses women struggling with substance abuse. A drinking establishment so close to residential homes isn't appealing and is not welcomed. If not for the recently acquired Heritage designation, would the applicants be permitted a liquor license for the same property? **Mr. Morley** submitted a letter for the record. **Mr. Sampson** – The heritage registration process is separate from the planning

process. This public meeting is the first HRM has held. There will be three more meetings (two committee meetings and a public hearing at Halifax and West Community Council). **Mr. Baldwin** – In terms of the landscaping, it was a massive undertaking and not completed yet. A genuine effort was made to reach out to the residents including the creation of a website.

**Beth Lachane, Bloomfield Street**, loves the idea and supports it. She is impressed with the work done to the house.

**Ken Malay, Black Street**, supports the proposal 100 % and believes it will be a positive addition to the neighbourhood.

**Shari-Lynn Hiltz, Bloomfield Street**, supports the proposal. Mr. Baldwin has been a responsible neighbour in the past. Loves the thought of a place to go and socialize without the loud music.

**Rosemary Porter, Tulip Street, Real Estate Agent**, believes a development like this would help the neighbourhood and increase the property values. It sounds like a respectful kind of pub with reduced hours and no amplified music. In terms of the shelter, there were established bars in the area when the shelter opened. Speaking on behalf of the previous property owners, they were thrilled about the proposal and are in support of it.

**Jeremy Arsenault, Black Street**, is in favour of the proposal and feels better about this proposal as to the large scale developments that have been occurring. The capacity, hours and no amplified music are reasonable. It would be nice to have a place to meet his neighbours.

**Justin Walsh, Black Street**, is in support of this project.

**John Wimberly, Maynard Street**, expressed his empathy for the immediate neighbours, but some people in the community would welcome this project. It would create more diversity in the neighbourhood and is something he would like to see.

**Steve Sherwood, Timberlea**, is in favour of the proposal. It would be nice to eat and be able to hear a conversation at an establishment. This should not cause the traffic/vehicles to increase and will bring value to the area.

**Lia Rinaldo, Northwood Terrace**, fully supports the proposal. Over the past decade, the businesses have enriched the neighbourhood and have made it safer. Change is inevitable. The proposal is for a classic pub/public house.

**Councillor Smith** – Thanked the applicants for their presentation and the residents for coming to express their comments and concerns.

**Bradford Jewers, Northwood Terrace** – The community has become more cohesive. He would have grave problems with living next door to the establishment. Consideration has to be given to: the neighbours, the potential of 114 people at the establishment between 4:00 pm and 9:30 pm, if there will be a residential unit, if the commercial venture is sold and is still a registered heritage property (could be demolished within 2 years), what will be written into the development agreement to protect the proposed venture from becoming more elaborate than what it is being proposed at this time and the safety of our children in the area (there is a number of one way streets and the current traffic). **Mr. Sampson** – Demolition is related to a heritage property. If demolished, the development agreement would be deleted because the proposal is contingent on it being a heritage property. If the house remains, the development agreement runs with the land; therefore, future property owners could operate a pub.

**Peter Lavell, Belle Aire Terrace**, doesn't like the idea. This proposal cannot be compared to the

Airbnbs and B&Bs. This proposal has the potential for 135 people a night. Forty years ago the neighbourhood worked with City of Halifax staff to establish the R-2 Zone and have been working for the past 25 years to hold onto that Zone. The two immediate neighbours are against the proposal, but the applicants continue the process. It is wonderful that heritage is being preserved and that the applicants are passionate about the proposal. Clearly there are a lot of neighbours who like it. The concerns expressed tonight are because of worry for our neighbours. **Mr. Baldwin** - There is a lot of mixed sentiment in the room. This is a somewhat democratic society and this is a democratic process. It had to be approached genuinely and honestly. The applicants are passionate about the proposal, believe that what is being put forward is positive for the common good and will do the best to make it work for the people directly impacted by the proposal.

#### **4. Closing Comments**

**Mr. Sampson** thanked everyone for coming and expressing their comments.

#### **5. Adjournment**

The meeting adjourned at approximately 9:00 p.m.

Attachment D  
Restoration Photos



Before



After

Attachment D Continued



Exterior Restoration (Removal of Vinyl Siding and window conservation).



Interior Drawing room following restoration

Attachment D Continued



Living/Dining room after restoration



Living/Dining room after restoration