



P.O. Box 1749
Halifax, Nova Scotia
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Item No. 10.1.3
Halifax and West Community Council
First Reading April 9, 2019
June 5, 2019

TO: Chair and Members of Halifax and West Community Council

SUBMITTED BY: *-Original Signed-*

For Jenny Lugar, Chair, Heritage Advisory Committee

DATE: March 28, 2019

SUBJECT: **Case 21539: Application for a Discharging Agreement and Development Agreement, 6247-6249 Jubilee Road, Halifax**

ORIGIN

- An application by Leeward Properties Ltd. to permit the construction of an addition at the rear of 6247-6249 Jubilee Road, Halifax.
- Motion from the March 27, 2019 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

It is recommended that Halifax and West Community Council:

1. Give notice of motion to consider the proposed development agreement, as set out in Attachment A of the staff report dated February 20, 2019, to permit the construction of an addition at the rear of the building and allow the established uses to continue for the property located at 6247-6249 Jubilee Road and schedule a public hearing;
2. Approve the proposed development agreement, which shall be substantially of the same form as set out in Attachment A of the staff report dated February 20, 2019;
3. Approve, by resolution, the proposed discharging development agreement, which shall be substantially of the same form as set out in Attachment B of the staff report dated February 20, 2019; and

4. Require the discharging development agreement and development agreement be signed by the property owner within 120 days, 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 recommendation report dated February 20, 2019, and a staff presentation on Case 21539, at their March 27, 2019 meeting

For further information on the background of this item, refer to the staff report dated February 20, 2019 (Attachment 1).

DISCUSSION

The Heritage Advisory Committee considered the February 20, 2019 staff report at their March 27, 2019 meeting. Following a discussion with members and staff, the Committee approved a motion to forward the recommendation to Halifax and West Community Council, as outlined in the 'Recommendation' section of this report.

For further information, please refer to the staff report dated February 20, 2019 (Attachment 1).

FINANCIAL IMPLICATIONS

Refer to the February 20, 2019 staff report (Attachment 1) for information on financial implications.

RISK CONSIDERATION

Refer to the February 20, 2019 staff report (Attachment 1) for information on risk consideration.

COMMUNITY ENGAGEMENT

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

For further information on Community Engagement as it relates to Case 21539, refer to the staff report dated February 20, 2019 (Attachment 1)

ENVIRONMENTAL IMPLICATIONS

None identified.

ALTERNATIVES

The Committee did not provide alternatives.

Refer to the February 20, 2019 staff report (Attachment 1) for further information on alternatives.

ATTACHMENTS

Attachment 1 – Staff recommendation report dated February 20, 2019

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 902-490-6732



P.O. Box 1749
Halifax, Nova Scotia
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Item No. 9.1
Heritage Advisory Committee
March 27, 2019

TO: Chair and Members of the Heritage Advisory Committee

-Original Signed-

SUBMITTED BY:

Kelly Denty, Director of Planning and Development

-Original Signed-

Jacques Dubé, Chief Administrative Officer

DATE: February 20, 2019

SUBJECT: **Case 21539: Application for a Discharging Agreement and Development Agreement, 6247-6249 Jubilee Road, Halifax**

ORIGIN

An application by Leeward Properties Ltd. to permit the construction of an addition at the rear of 6247-6249 Jubilee Road, Halifax.

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, to permit the construction of an addition at the rear of the building and allow the established uses to continue for the property located at 6247-6249 Jubilee Road and schedule a public hearing;
2. Approve the proposed development agreement, which shall be substantially of the same form as set out in Attachment A;
3. Approve, by resolution, the proposed discharging development agreement, which shall be substantially of the same form as set out in Attachment B; and
4. Require the discharging development agreement and development agreement be signed by the property owner within 120 days, 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

Leeward Properties Ltd. has applied to discharge an existing development agreement for 6247-6249 Jubilee Road, Halifax, and enter into a new development agreement. The current commercial use within the ground floor of this registered heritage property is permitted under the existing development agreement. The new proposed development agreement would continue to allow the uses established under the existing development agreement and permit the construction of an addition to the first and second storeys at the rear of the building to expand the residential and commercial uses.

This application is being considered under Policy 6.8 of the Halifax Municipal Planning Strategy (MPS) which allows an increase in development rights for registered heritage properties to encourage the retention, conservation and enhanced viability of those properties.

Subject Site	6247-6249 Jubilee Road, Halifax
Location	North-west corner of Jubilee Road and Chestnut Street, Halifax
Regional Plan Designation	Urban Settlement
Community Plan Designation (Map 1)	Medium Density Residential (MDR)
Zoning (Map 2)	Neighbourhood Commercial (RC-1)
Size of Site	340 square metres (3,660 square feet)
Street Frontage	10.5 metres (34.5 feet)
Current Land Use(s)	Medical office on the ground floor, dwelling unit on the second floor
Surrounding Use(s)	Low density residential and neighbourhood commercial

Proposal Details

The applicant is requesting to construct an addition at the rear of the Buckley Medical Centre on the subject property. The major aspects of the proposal are as follows:

- The proposed rear yard addition would create an additional 27 square metres (287 square feet) of commercial space on the ground floor and an additional 17 square metres (184 square feet) of residential space on the second floor; and
- No additional dwelling units or new commercial uses are proposed.

Existing Development Agreement

The existing development agreement was approved by the former Halifax Peninsula Community Council in 2005 through Case No. 00668. The agreement permitted the expansion of the medical office that occupies the full ground floor of the registered heritage building and office space for additional health care practitioners. The current application would maintain the existing uses established through the previous development agreement.

Heritage Considerations

The subject property is included in the Registry of Heritage Property for the Halifax Regional Municipality and as such is protected under the *Nova Scotia Heritage Property Act*. The design of the proposed addition must be consistent with the *Standards and Guidelines for the Conservation of Historic Places in Canada, 2nd ed.*, which was adopted through the Regional Plan to evaluate applications to alter registered municipal heritage properties.

Enabling Policy and LUB Context

Policy 6.8 of the Halifax MPS allows owners of registered heritage properties to apply for a development agreement to permit developments which are not allowed by the underlying zone. The medical office use on the ground floor of the building is not permitted under the current zoning and was established through the existing development agreement for the property using this policy. The current application is seeking a

new development agreement that would allow for the construction of an addition to expand the existing commercial and residential uses. The existing development agreement does not permit additions to the building.

The subject property is designated Medium Density Residential in the Peninsula Centre Plan Area of the Halifax MPS. This designation encourages family oriented residential development.

The property is currently zoned Neighbourhood Commercial (RC-1) by the Halifax Peninsula Land Use By-law which permits single detached dwellings, semi-detached and duplex dwellings, apartment houses with a maximum of four dwelling units, professional offices within a dwelling for a resident, home occupations, public parks, churches, day care facilities (maximum of fourteen children), special care homes (maximum of ten residents), a grocery store or drug store and accessory uses.

DISCUSSION

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

Existing Development Agreement

While it is possible to amend the existing development agreement, the document would require significant updates due to its age, which may result in a complex amending agreement. Therefore, staff have opted to discharge the existing development agreement and enter into a new agreement that incorporates the provisions of the existing development agreement while enabling the construction of the proposed addition.

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 agreement addresses the following matters:

- The design of the proposed addition and its location on the property;
- The use of the building, as established by the existing development agreement;
- Requirements for parking, landscaping and screening; and
- Requirements for maintaining of the heritage character of the property.

The proposed development agreement also identifies amendments that would be considered non-substantive and may be amended by resolution of Council. In this case, non-substantive amendments include:

- Changes to the footprint of the building, as long as the setbacks from property lines are not reduced; and
- Extensions to the date of commencement or the time for completion.

The attached development agreement will permit the construction of an addition at the rear of the subject property, subject to the controls identified above. Of the matters addressed by the proposed development agreement to satisfy the Halifax MPS criteria as shown in Attachment C, the following have been identified for detailed discussion.

Land Use Impacts

The proposed development agreement must be consistent with the criteria established by Policy 6.8 of the Halifax MPS. One of these criteria is that any development does not unduly disrupt adjacent uses, especially residential uses. Staff do not anticipate that the proposed addition will have any negative impacts on the surrounding residential neighbourhood. The addition would be located in the rear yard of the property and the parking area would continue to provide four spaces for residents and patients. The applicant is not proposing to introduce any new uses or additional dwelling units on the property.

Furthermore, the Halifax MPS encourages areas designated Medium Density Residential in the Peninsula Centre Plan Area to provide predominantly family-type housing. The proposed addition to the second storey would expand the floor area of the dwelling unit to meet the MPS's criteria for a family-type dwelling.

Heritage Impacts

The heritage building on the subject property was built in 1902. It was originally constructed as a grocery store with a dwelling unit on the second storey and was later converted into a pharmacy, the Buckley Health Centre. As a result, the commercial use of the ground floor contributes to the building's heritage character. The proposed addition would allow for the expansion of the current medical office use on the ground floor of the building.

The design of the proposed addition is consistent with the *Standards and Guidelines for the Conservation of Historic Places in Canada, 2nd ed.* The addition would be visually compatible with, subordinate to and distinguishable from the heritage building. The addition is located at the rear of the Buckley Medical Centre building and would not result in the removal or obstruction of any of the structure's character defining elements. The design of the addition is influenced by the Buckley Medical Centre building through the use of cedar shingles and double hung wood windows but includes modern details, such as aluminum panels and a glass railing.

Conclusion

Staff have reviewed the application relative to all relevant policy criteria and advise that it is reasonably consistent with the intent of the Halifax MPS. The main intent of Policy 6.8 is to encourage the retention and restoration of heritage properties through increased development rights. In this case, the requested addition at the rear of the heritage building will allow for the continued viability of the commercial and residential uses that are already in place while maintaining the heritage character of the property. As a result, staff recommend that the Heritage Advisory Committee recommend that Halifax and West Community Council approve the proposed development agreement as found in Attachment A.

COMMUNITY ENGAGEMENT

The community engagement process 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 and letters mailed to property owners within the notification area. One comment was received from a member of the public supporting the proposed development.

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 shown on Map 2 will be notified of the hearing by regular mail.

A public hearing is not required for the discharging of a development agreement, as the *Halifax Regional Municipality Charter* enables Halifax and West Community Council to discharge a development agreement, in whole or in part, in accordance with the terms of the agreement or with the concurrence of the property owner. The Charter does not require a public hearing for the discharging of a development agreement, and it may be accomplished by resolution of Community Council.

The proposal is unlikely to impact local residents and property owners. The proposed addition is minor and will not result in the introduction of any new uses or dwelling units.

FINANCIAL IMPLICATIONS

There are no budget 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 2018-2019 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 are 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 the Halifax and West Community Council refuse the proposed development agreement and retain the existing development agreement, and in doing so, the Community Council 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*.

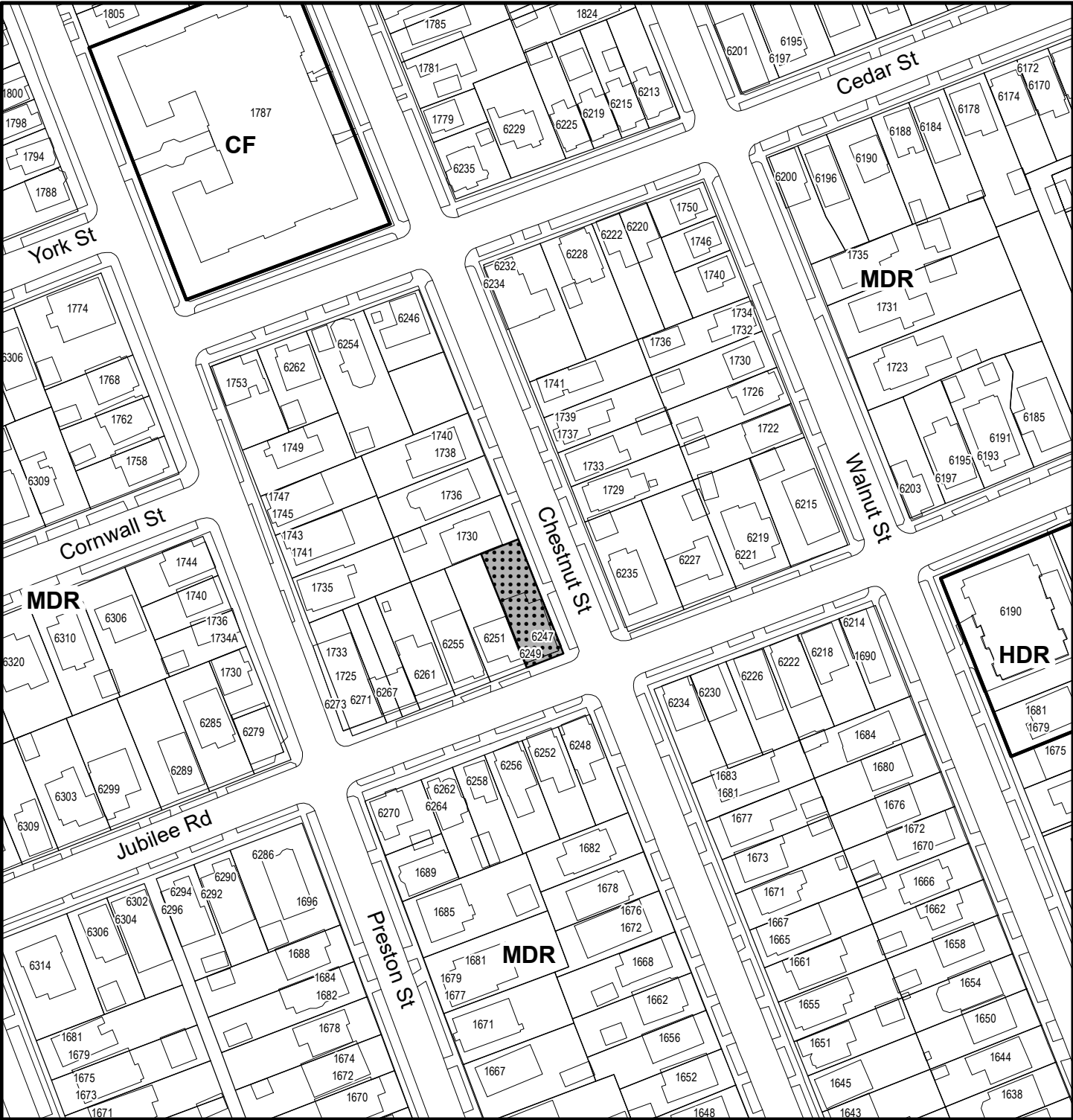
ATTACHMENTS

Map 1:	Generalized Future Land Use
Map 2:	Zoning and Notification Area
Attachment A:	Proposed Development Agreement
Attachment B:	Proposed Discharging Development Agreement
Attachment C:	Review of Relevant MPS Policies

A copy of this report can be obtained online at halifax.ca or by contacting the Office of the Municipal Clerk at 902.490.4210.

Report Prepared by: Kathleen Fralic, Planner II, 902.490.4904

Report Approved by: Kurt Pyle, Acting Manager, Heritage Property Program, 902.490.6011

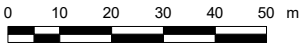



Map 1 - Generalized Future Land Use

6247 & 6249 Jubilee Road,
Halifax



HALIFAX



 Area of Existing Development Agreement

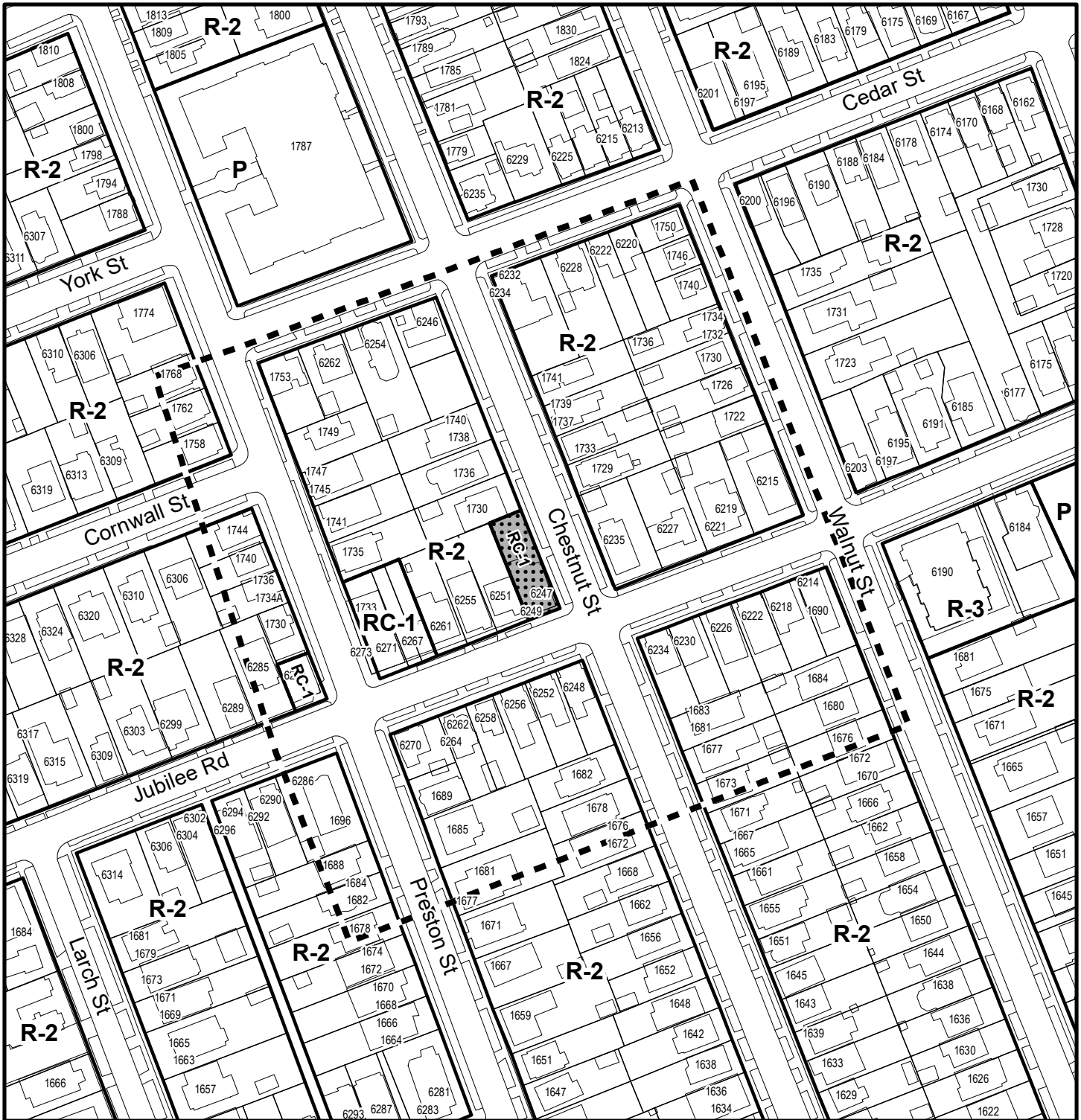
Designation

- MDR Medium Density Residential
- HDR High Density Residential
- CF Community Facility

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 Centre Area Plan Area



Map 2 - Zoning and Notification

6247 & 6249 Jubilee Road,
Halifax

 Area of Existing
Development Agreement

 Area of Notification

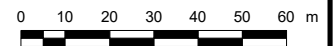
Halifax Peninsula
Land Use By-Law Area

Zone

- R-2 General Residential
- R-3 Multiple Dwelling
- RC-1 Neighbourhood Commercial
- P Park and Institutional



HALIFAX



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.

**ATTACHMENT A
PROPOSED DEVELOPMENT AGREEMENT**

THIS AGREEMENT made this ___ day of _____, 20___,

BETWEEN:

[Insert Name of Corporation/Business LTD.]

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

OF THE FIRST PART

- and -

HALIFAX REGIONAL MUNICIPALITY

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

OF THE SECOND PART

WHEREAS the Developer is the registered owner of certain lands located at 6247-6249 Jubilee Road, 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 Municipality entered into a Development Agreement with Stillpoint Properties Limited to permit the expansion of a professional office use on the Lands (Municipal Case Number 00668) on January 10, 2004, and which was registered on February 23, 2005 at the Halifax County Land Registration Office as Document Number 81433469, Book 8024, (hereinafter called the "Existing Agreement");

AND WHEREAS the Lands were conveyed from Stillpoint Properties Limited to the Developer by Warranty Deed on June 13, 2014, and such deed was registered on June 13, 2014 at the Halifax County Land Registration Office as Document Number 105238332;

AND WHEREAS the Developer has requested that the Municipality discharge the Existing Agreement and enter into a new Development Agreement to permit the construction of an addition at the rear of the building and allow the established uses on the Lands pursuant to the provisions of the *Halifax Regional Municipality Charter* and pursuant to Policy 6.8 of the Halifax Municipal Planning Strategy;

AND 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 21539;

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

1.2.1 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.

1.2.2 Variances to the requirements of the Halifax Peninsula Land Use Bylaw shall be permitted in accordance with the *Halifax Regional Municipality Charter* as shown on Schedule B.

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 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:

“Medical Office” means a building or part of a building where health care practitioners provide diagnosis and treatment for health and wellness issues.

“Buckley Medical Centre” means the existing registered heritage building located on the Lands.

“Character Defining Elements” mean, but are not limited to, the traditional storefront which wraps around the corner of the building, the large display windows with bracketed cornice above and panelled bases below, the continuous sign band above the display window, the corner pilasters on the first floor of the building, the central recessed main entry, the low pitched roof with a strong bracketed cornice at the roof line, the recessed front entry for the residential use and the wood shingle exterior with vertically proportioned sash windows having wood trim.

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 21539:

Schedule A	Legal Description of the Lands
Schedule B	Site Plan
Schedule C	Building Elevations
Schedule D	Signage on Heritage Properties: Six Basic Principles

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

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 medical office on the first floor of the building;

- (b) One dwelling unit on the second floor of the building; or
 - (c) Any uses permitted by the underlying zone applied to the Lands subject to the provisions contained within the Halifax Peninsula Land Use By-law 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 By-law 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 Buckley Medical Centre, 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 All Character Defining Elements shall be maintained and repaired, but not removed.
- 3.4.3 All damaged, destroyed, or missing architectural details or elements on the Buckley Medical Centre including, but not limited to, cornice, soffit, quoins, sills, lintels, trim, etc. damaged during construction shall be repaired or replaced with the same or similar materials, as found on the existing building. Any alterations shall be approved by the Heritage Planner prior to implementation.

Non Substantial Alterations

- 3.4.4 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

- 3.4.5 The building shall be maintained in its current location, with no exterior alterations to occur, with the exception of the proposed rear addition to the first and second storeys as shown on Schedule C.
- 3.4.6 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, 2nd ed.*
- 3.4.7 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

- 3.4.8 Any sign installed after the date of this Agreement shall meet the "Signage on Heritage Properties: Six Basic Principles", included as Schedule D.

3.5 Architectural Requirements

- 3.5.1 The façade facing Jubilee Road shall continue to function as the primary façade and storefront of the building. Any access provided at the rear of the building shall be secondary. Architectural treatment shall be continued around all sides of the building as shown on Schedule C.

- 3.5.2 The exterior walls of the addition shall be clad in natural, high quality materials of a substantially similar colour and design as shown on Schedule C. Such materials shall include wood, stucco, masonry or brick.

3.6 Parking, Circulation and Access

- 3.6.1 The parking area shall be located as shown on Schedule B. The parking area shall maintain setbacks from the property lines as shown on Schedule B.
- 3.6.2 The parking area shall provide a minimum of four (4) parking spaces in the rear yard of the Lands, as shown on Schedule B. One space shall be reserved for residential use.
- 3.6.3 The parking area shall be hard surfaced or gravelled.
- 3.6.4 The limits of the parking area shall be defined by fencing or landscaping or curb.
- 3.6.5 The Developer shall provide one class B bicycle parking rack, as shown on Schedule B.

3.7 Outdoor Lighting

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

3.8 Landscaping

- 3.8.1 The existing wooden fence located along the north and west perimeter of the Lands shall be maintained in its current location and size, as shown on Schedule B.
- 3.8.2 A strip of landscaping shall be maintained along the north edge of the Lands as shown on Schedule B.
- 3.8.3 All portions of the Lands not included in the building footprint, entranceways, walkways or driveway, as shown on Schedule B, shall be grassed or landscaped.

3.9 Maintenance

- 3.9.1 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 of walkways and driveways.
- 3.9.2 All disturbed areas of the Lands shall be reinstated to original condition or better.

PART 4: STREETS AND MUNICIPAL SERVICES

4.1 General Provisions

All design and construction of primary and secondary service systems shall satisfy the most current edition of the Municipal Design Guidelines and Halifax Water Design and Construction Specifications unless otherwise provided for in this Agreement and shall receive written approval from the Development Engineering prior to undertaking the work.

4.2 Off-Site Disturbance

Any disturbance to existing off-site infrastructure resulting from the development, including but not limited to, streets, sidewalks, curbs and gutters, street trees, landscaped areas and utilities, shall be the responsibility of the Developer, and shall be reinstated, removed, replaced or relocated by the Developer as directed by the Development Officer, in consultation with the Development Engineer.

4.3 Solid Waste Facilities

- 4.3.1 The building shall include designated space for five stream commercial waste containers (1. Garbage, 2. Blue Bag Recyclables, 3. Paper, 4. Corrugated Cardboard, and 5. Organics) to accommodate source separation program in accordance with By-law S-600 as amended from time to time. This designated space for five (5) waste containers shall be shown on Schedule B and approved by the Development Officer and Building Inspector in consultation with HRM Solid Waste Resources.
- 4.3.2 Refuse containers located outside the building shall be fully screened from adjacent properties and from streets by means of opaque fencing or masonry walls with suitable landscaping.

PART 5: AMENDMENTS

5.1 Non-Substantive Amendments

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

- (a) Changes to the footprint of the proposed rear addition as detailed in Schedule B as long as the setbacks from property lines are not reduced;
- (b) The granting of an extension to the date of commencement of construction as identified in Section 6.3 of this Agreement; and
- (c) The length of time for the completion of the development as identified in Section 6.4 of the Agreement.

5.2 Substantive Amendments

Amendments to any matters not identified under Section 5.1 shall be deemed substantive and may only be amended in accordance with the approval requirements of the *Halifax Regional Municipality Charter*.

PART 6: REGISTRATION, EFFECT OF CONVEYANCES AND DISCHARGE

6.1 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.

6.2 Subsequent Owners

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.

6.3 Commencement of Development

- 6.3.1 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 for the Halifax Peninsula.
- 6.3.2 For the purpose of this section, commencement of development shall mean the issuance of a Building Permit for the construction of the new addition.
- 6.3.3 For the purpose of this section, Council may consider granting an extension of the commencement of development time period through a resolution under Section 5.1, 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.

6.4 Completion of Development

If the Developer fails to complete the development after **five (5)** years from the date of registration of this Agreement at the 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;
- (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 the Halifax Peninsula, as may be amended from time to time.

PART 7: ENFORCEMENT AND RIGHTS AND REMEDIES ON DEFAULT

7.1 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.

7.2 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 defence 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: _____

HALIFAX REGIONAL MUNICIPALITY

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

Witness

Per: _____

MAYOR

Witness

Per: _____

MUNICIPAL CLERK

PROVINCE OF NOVA SCOTIA
COUNTY OF HALIFAX

On this _____ day of _____, A.D. 20____, before me, the subscriber personally came and appeared _____ a subscribing witness to the foregoing indenture who having been by me duly sworn, made oath and said that _____, _____ of the parties thereto, signed, sealed and delivered the same in his/her presence.

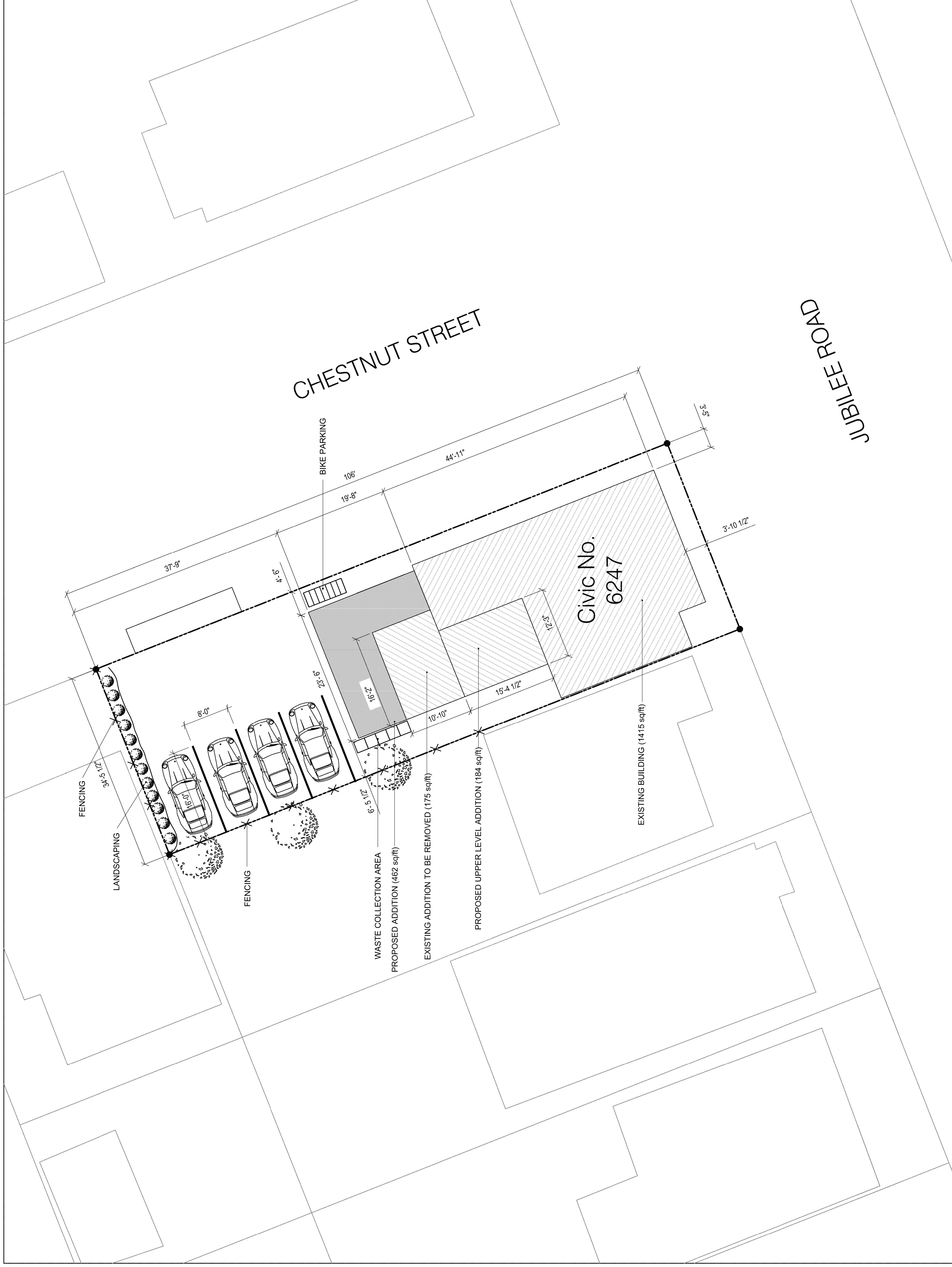
A Commissioner of the Supreme Court
of Nova Scotia

PROVINCE OF NOVA SCOTIA
COUNTY OF HALIFAX

On this _____ day of _____, A.D. 20____, before me, the subscriber personally came and appeared _____ the subscribing witness to the foregoing indenture who being by me sworn, made oath, and said that Mike Savage, Mayor and Kevin Arjoon, Clerk of the Halifax Regional Municipality, signed the same and affixed the seal of the said Municipality thereto in his/her presence.

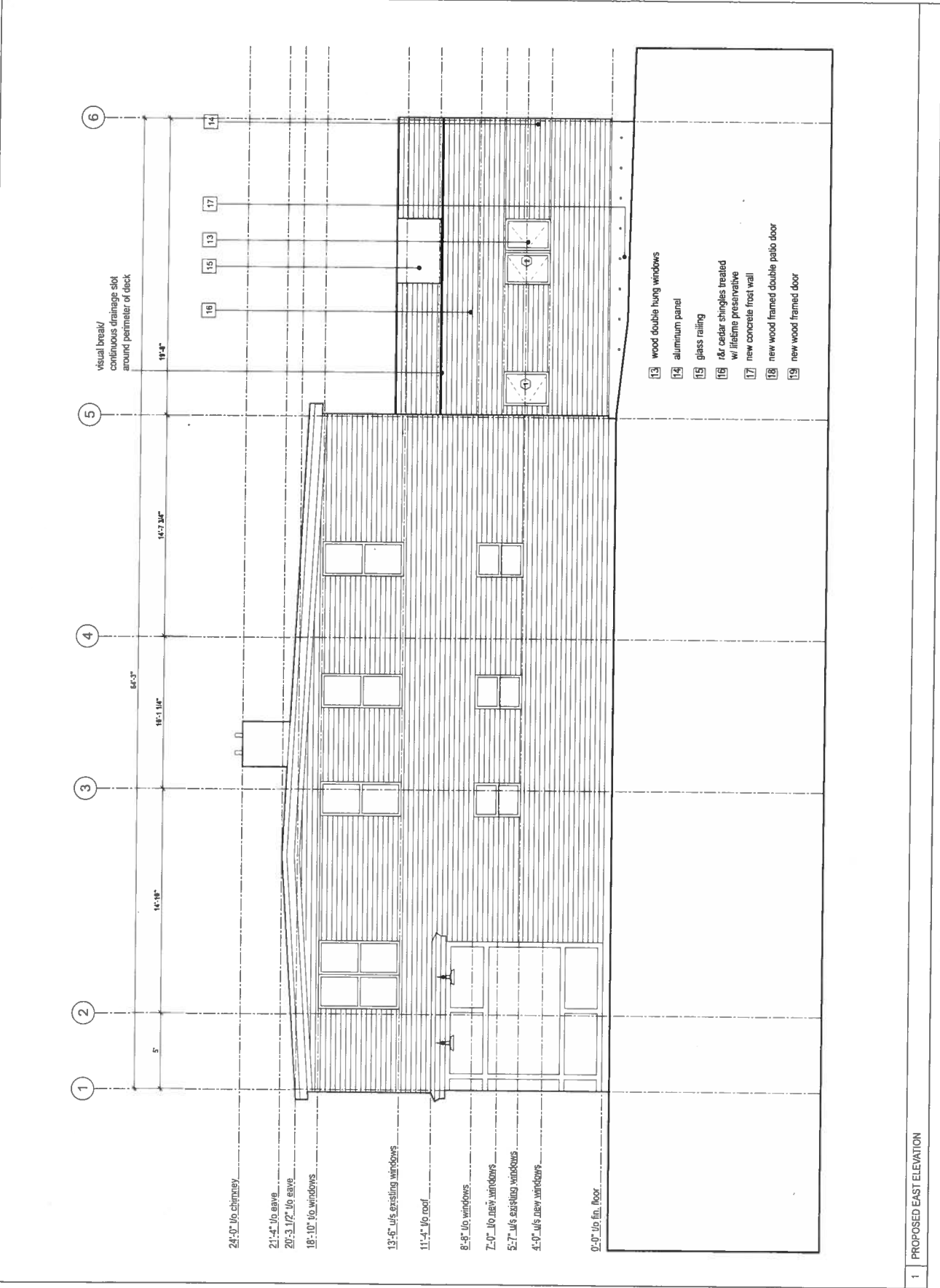
A Commissioner of the Supreme Court
of Nova Scotia

SCHEDULE B



NO.	REVISION	DATE
1	Initial Design	11.12.23
2	Final Design	12.12.23
3	Final Design	12.12.23
4	Final Design	12.12.23
5	Final Design	12.12.23
6	Final Design	12.12.23
7	Final Design	12.12.23
8	Final Design	12.12.23
9	Final Design	12.12.23
10	Final Design	12.12.23
11	Final Design	12.12.23
12	Final Design	12.12.23
13	Final Design	12.12.23
14	Final Design	12.12.23
15	Final Design	12.12.23
16	Final Design	12.12.23
17	Final Design	12.12.23
18	Final Design	12.12.23
19	Final Design	12.12.23

NOTES:
 1. COPYRIGHT MATERIAL IS THE PROPERTY OF THE ARCHITECT.
 2. THIS DRAWING IS THE PROPERTY OF THE ARCHITECT AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF THE ARCHITECT.
 3. ALL DIMENSIONS SHALL BE IN FEET AND INCHES. DIMENSIONS SHALL BE GIVEN TO THE CENTERLINE UNLESS OTHERWISE NOTED.
 4. ALL MATERIALS SHALL BE OF THE HIGHEST QUALITY AVAILABLE.
 5. ALL MATERIALS SHALL BE TREATED TO RESIST ROT AND INSECT DAMAGE.
 6. ALL MATERIALS SHALL BE MATCHED TO THE EXISTING BUILDING MATERIALS.
 7. ALL MATERIALS SHALL BE MATCHED TO THE EXISTING BUILDING MATERIALS.
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 18. ALL MATERIALS SHALL BE MATCHED TO THE EXISTING BUILDING MATERIALS.
 19. ALL MATERIALS SHALL BE MATCHED TO THE EXISTING BUILDING MATERIALS.

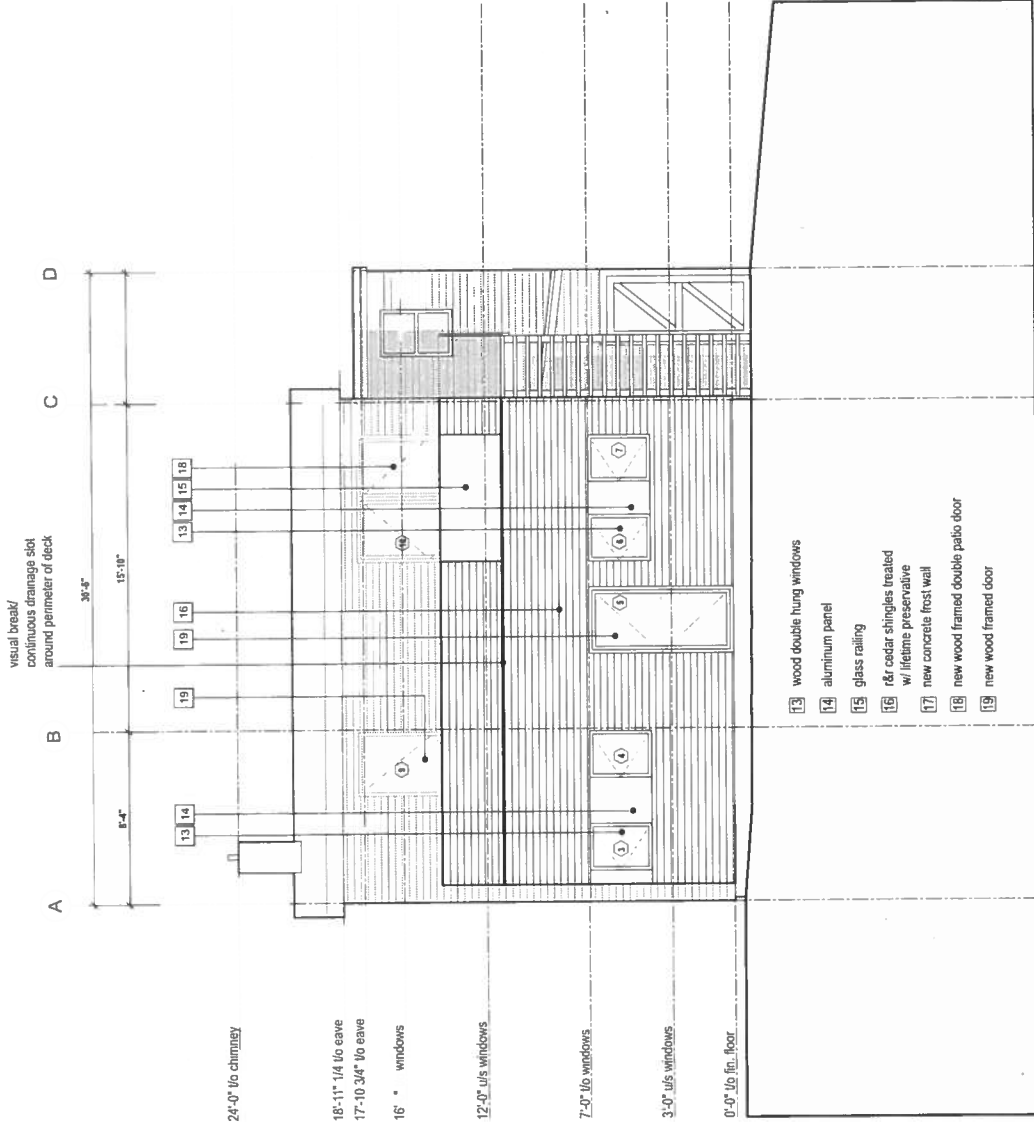


13	Wood double hung windows	11.11.21
14	Aluminum panel	11.11.21
15	Glass railing	11.11.21
16	R&R cedar shingles treated w/ lifetime preservative	11.11.21
17	New concrete foot wall	11.11.21
18	New wood framed double patio door	11.11.21
19	New wood framed door	11.11.21

NOTE:
 CONTRACTOR RELATED TO THE DATE OF THIS DRAWING. THE USER SHALL BE RESPONSIBLE FOR VERIFYING THE ACCURACY OF ALL INFORMATION AND DATA PROVIDED TO THE ARCHITECT. THE ARCHITECT SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OF ANY INFORMATION OR DATA PROVIDED TO THE ARCHITECT BY ANY OTHER PARTY. THE ARCHITECT SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OF ANY INFORMATION OR DATA PROVIDED TO THE ARCHITECT BY ANY OTHER PARTY. THE ARCHITECT SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OF ANY INFORMATION OR DATA PROVIDED TO THE ARCHITECT BY ANY OTHER PARTY.

PROPOSED NORTH ELEVATION
 SCALE: 3/8"=1'-0"
 DATE: 11/11/21
 DRAWN BY: [Name]
 CHECKED BY: [Name]

A3-04



SIGNAGE ON HERITAGE PROPERTIES: SIX BASIC PRINCIPLES

Introduction

Signage on registered heritage properties should be in keeping with the style, age and character of the building or streetscape. There is a special opportunity to create signs which make a positive impression for a business, and are appropriate on a historic building. Listed below are the six basic principles which will be utilized by the Heritage Advisory Committee when reviewing signage applications.

Detailed guidelines for residential, commercial and corporate signage and awnings are presently being developed. Applicants are encouraged to review these detailed guidelines before making an application for any specific situations. All applications should include drawings or sketches.

1. Design

A good sign enhances the architecture of a building. No sign should conceal or alter architectural elements. Original architectural elements are of prime importance on registered heritage properties and take precedence over the requirements of modern commercial signage. Identification, not advertising, is to be the primary reason for placing signs on heritage buildings. Corporate signage may need to be adapted to become sympathetic to a heritage building. Applicants are encouraged to consult with heritage and design professionals when planning signage.

2. Materials and Construction

Historically, appropriate materials in the Halifax Regional Municipality are typically those that were in use in the 19th century, such as wood for signs and canvas for awnings.

3. Signage

The size of signage should be scaled to the requirements of pedestrian viewers, and logos and lettering should not exceed 18" in height.

4. Color

Colour should complement the existing colour of building materials and be suitable for the type of business it identifies. For example, the colour scheme of all signage should incorporate one or more of the colours of original building materials that can be seen on the building facade.

5. Installation

The following types of installation are generally appropriate for heritage properties:

- Wall signage fixed flat to the building
- Projecting signage
- Street numbers painted on glass transoms
- Signage painted or etched on display windows

6. Lighting

Lighting for signage on heritage buildings should be designed to complement the architectural features of the building. Accordingly, it is recommended that the following design guidelines be adhered to by applicants:

- Choose designs that are period correct
- Select incandescent bulbs
- Try to shield the bulb
- Place the light source directly above flat signs or slightly to the left or right of projecting signs

Reference

There are several excellent publications relating to signage. Please contact the Heritage Property Program staff for further information. Municipal by-laws limit such elements as the maximum size of signs, their placement above the sidewalk, and yearly fees.

**ATTACHMENT B
PROPOSED DISCHARGE AGREEMENT**

THIS AGREEMENT made this ___ day of _____, 20___,

BETWEEN:

[Insert Name of Corporation/Business LTD.]

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

OF THE FIRST PART

- and -

HALIFAX REGIONAL MUNICIPALITY

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

OF THE SECOND PART

WHEREAS the Developer is the registered owner of certain lands located at 6247-6249 Jubilee Road, Halifax and which said lands are more particularly described in Schedule A hereto (hereinafter called the "Lands");

AND WHEREAS the former Peninsula Community Council for the Municipality approved an application from Stillpoint Properties Limited to enter into a development agreement to permit the expansion of a professional office use, on January 10, 2004, and which said development agreement was registered on February 23, 2005 at the Halifax County Land Registration Office as Document Number 81433469, Book 8024, Page 538 (hereinafter called the "Existing Agreement");

AND WHEREAS the Lands were conveyed from Stillpoint Properties Limited to the Developer by Warranty Deed on June 13, 2014, and such deed was registered on June 13, 2014 at the Halifax County Land Registration Office as Document Number 105238332;

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

AND WHEREAS, pursuant to the procedures and requirements contained in the *Halifax Regional Municipality Charter*, the Halifax and West Community Council for the Municipality approved this request by resolution at a meeting held on **[Insert - Date]** referenced as Municipal Case Number 21539;

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

1. The Existing Agreement is hereby discharged as it applies to the Lands and shall no longer have any force or effect.
2. Any future development of the Lands shall conform with any development agreements for the Lands entered into by the parties and all applicable provisions and requirements of the Halifax Peninsula Land Use By-law as it may be amended from time to time.

IN WITNESS WHEREOF 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

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

**ATTACHMENT C
REVIEW OF RELEVANT MPS POLICIES**

REGIONAL MUNICIPAL PLANNING STRATEGY

CHAPTER 7: CULTURAL AND HERITAGE RESOURCES	
7.3 Protection of Heritage Resources	
Policy	Staff Comment
<p>CH-5 <i>HRM shall consider the retention, preservation, rehabilitation and restoration of those buildings, public building interiors, streetscapes, cultural landscapes, areas and districts of historic, architectural or cultural value in both urban and rural areas and encourage their continued use.</i></p>	<p>The proposed addition to the registered heritage building on the subject property, the Buckley Medical Centre, will support its continued use. The addition will be located at the rear of the building and will not require the removal or obstruction of any character defining elements.</p>

HALIFAX MUNICIPAL PLANNING STRATEGY

SECTION II - CITY-WIDE OBJECTIVES AND POLICIES	
2. Residential Environments	
Policy	Staff Comment
<p>Policy 2.2 <i>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.</i></p>	<p>The commercial use on the subject property is currently restricted to the ground floor of the Buckley Medical Centre. The proposed addition would replace an existing modern addition at the rear of the building and would allow for the expansion of the commercial and residential uses. No additional commercial uses would be introduced as a result of the proposed development agreement. The subject property will continue to be consistent with the development pattern in the surrounding residential neighbourhood.</p> <p>Policy 3.1 – Repealed Policy 3.2 – N/A</p>
<p>Policy 2.4 <i>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</i></p>	<p>The Buckley Medical Centre on the subject property features a commercial use on the ground floor but is compatible with the surrounding residential development in terms of its scale and character. The proposed addition will not impact the residential character of the surrounding neighbourhood.</p>

<p><i>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.</i></p>	
<p>Policy 2.10 <i>For low and medium density residential uses, controls for landscaping, parking and driveways shall ensure that the front yard is primarily landscaped. The space devoted to a driveway and parking space shall be regulated to ensure that vehicles do not encroach on sidewalks.</i></p>	<p>Parking for residents and patients will continue to be located at the rear of the building. Screening and landscaping will be required in order to maintain the residential character of the area and reduce the visual impact of the use.</p>
<p>6. Heritage Resources</p>	
<p>Policy</p>	<p>Staff Comment</p>
<p>Policy 6.1 <i>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.</i></p>	<p>The Buckley Medical Centre was originally constructed as a commercial building with a residential unit on the second storey. The proposed addition to the rear of the building will support the viability of the commercial and residential uses in the building without negatively impacting its heritage character through the removal or obstruction of any character defining elements.</p>
<p>Policy 6.4 <i>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.</i></p>	<p>The proposed addition will be located at the rear of the Buckley Medical Centre. Its design is consistent with the <i>Standards and Guidelines for the Conservation of Historic Places in Canada, 2nd ed.</i></p>

<p>Policy 6.8 <i>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></p> <ul style="list-style-type: none"> i) <i>that any registered heritage building covered by the agreement shall not be altered in any way to diminish its heritage value;</i> ii) <i>that any development must maintain the integrity of any registered heritage property, streetscape or conservation area of which it is part;</i> iii) <i>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;</i> iv) <i>that any development substantially complies with the policies of this plan and in particular the objectives and policies as they relate to heritage resources.</i> 	<p>The subject property was included in the Registry of Heritage Property for the Halifax Regional Municipality in 2003.</p> <p>The proposed addition would be located at the rear of the Buckley Medical Centre and would replace an existing modern addition. No character defining elements of the structure will be removed or obscured from public view.</p> <p>The design of the addition is consistent with the <i>Standards and Guidelines for the Conservation of Historic Places in Canada, 2nd ed.</i></p> <p>It is not anticipated that the new development would have any significant land use impacts on the adjacent residential area.</p> <p>The proposal generally complies with the policies of the Halifax MPS.</p>
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SECTION VI – PENINSULA CENTRE AREA PLAN OBJECTIVES AND POLICIES

1. Residential Environments	
Policy	Staff Comment
<p>Policy 1.2 <i>The City shall encourage the retention and creation of family-type housing in Peninsula Centre.</i></p>	<p>The proposed addition to the second storey would expand the existing residential dwelling unit to include a second bedroom. This would allow the unit to be considered family-type housing.</p>
<p>Policy 1.2.1 <i>Family-type housing units should be provided with private open space at grade comprising both soft-surfaced and hard-surfaced areas for the exclusive use of occupants of the</i></p>	<p>The proposed addition includes a private deck for residents and the subject property is centrally located near a variety of public park spaces.</p>

<p><i>building in which said family units are located.</i></p>	
<p>Policy 1.5 <i>Areas shown as medium-density residential on the Future Land Use Map of this Plan shall be regarded as family-oriented neighbourhoods which provide a mix of predominantly family housing units in single-family dwellings, semi-detached dwellings, duplexes, and, where appropriate, rowhousing and buildings which, through conversions or additions, provide apartment accommodation.</i></p>	<p>The proposed addition would establish a second bedroom in the existing apartment on the second storey of the building. The resulting dwelling unit would be consistent with the MPS's definition of family-type housing.</p>