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**Item No. 14.1.2**  
**Halifax and West Community Council**  
**October 8, 2024**

**TO:** Chair and Members of Halifax and West Community Council  
**FROM:** Brian MacDonald, Chair, Heritage Advisory Committee  
**DATE:** September 12, 2024  
**SUBJECT:** **PLANAPP-2023-00396: Heritage Development Agreement for 173-175 St Margarets Bay Road (Craigmores)**

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**ORIGIN**

September 12, 2024 special meeting of Heritage Advisory Committee, Item 9.1.2.

**RECOMMENDATION**

The Heritage Advisory Committee recommends 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 July 18, 2024, to enable the construction of three townhouse units, one duplex, and one backyard suite on the registered heritage property, 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 July 18, 2024; and
3. Require the 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**

Heritage Advisory Committee received a staff recommendation report dated July 18, 2024 to consider PLANAPP-2023-00396: Heritage Development Agreement for 173-175 St Margarets Bay Road (Craigmores).

For further information refer to the attached staff report dated July 18, 2024.

## **DISCUSSION**

Heritage Advisory Committee considered the staff report dated July 18, 2024 and approved the recommendation to Halifax and West Community Council as outlined in this report.

## **FINANCIAL IMPLICATIONS**

Financial implications are outlined in the attached staff report dated July 18, 2024.

## **RISK CONSIDERATION**

Risk consideration is outlined in the attached staff report dated July 18, 2024.

## **COMMUNITY ENGAGEMENT**

The Heritage Advisory Committee is comprised of nine citizen members and two Councillors. Meetings are live webcast on Halifax.ca. The agenda, reports, video, and minutes of the Committee are posted on Halifax.ca.

For further information on Community Engagement refer to the attached staff report dated July 18, 2024.

## **ENVIRONMENTAL IMPLICATIONS**

Environmental implications are outlined in the staff report dated July 18, 2024.

## **ALTERNATIVES**

Alternatives are outlined in the attached staff report dated July 18, 2024.

## **LEGISLATIVE AUTHORITY**

Legislative Authority is outlined in the attached staff report dated July 18, 2024.

### *Heritage Property Act:*

s. 14(1) A heritage advisory committee may recommend to the municipality that a building, public building interior, streetscape, cultural landscape or area be registered as a municipal heritage property in the municipal registry of heritage property.

Halifax Regional Municipality By-law H-200, *Respecting the Establishment of a Heritage Advisory Committee and a Civic Registry of Heritage Property:*

4. The Committee shall, within the time limits prescribed by Council or the Act, advise the Region respecting:
  - (a) the inclusion of buildings, public building interiors, streetscapes, cultural landscapes or areas in the Registry.

## **ATTACHMENTS**

Attachment 1 – Staff recommendation report dated July 18, 2024.

Report Prepared by: Simon Ross-Siegel, Legislative Assistant, Municipal Clerk's Office 902.292.3962

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1. Give notice of motion to consider the proposed development agreement, as set out in Attachment A, to enable the construction of three townhouse units, one duplex, and one backyard suite on the registered heritage property, 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; and
3. Require the 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**

ZZAP Consulting Inc., on behalf of the property owner, has applied to enter into a heritage development agreement to permit the construction of three townhouse units, one duplex, and one backyard suite on a registered heritage property. If approved, the existing Arts and Crafts cottage-style heritage building on the registered heritage property will remain unchanged and the surrounding landscape will be rehabilitated.

This application is being considered under Section 6.8 of the Halifax Municipal Planning Strategy (MPS) which permits Council to consider a development agreement on any lot containing a registered heritage building that exceeds the requirements of the underlying zone to encourage the preservation and adaptive re-use of registered heritage buildings. If the recommendations in this staff report are approved by Community Council, this development will still require permits, in accordance with the Halifax Mainland Land Use By-Law and the development agreement (Attachment A), before construction may begin.

<b>Subject Site</b>	173-175 St Margarets Bay Rd, Halifax (registered heritage property)
<b>Location (Map 1)</b>	The subject property is located on St Margarets Bay Road, with frontage on both St Margarets Bay Road and Finch Lane.
<b>Regional Plan Designation</b>	US – Urban Settlement
<b>Halifax MPS Designation (Map 2)</b>	RES – Residential Environments
<b>Zoning (Map 3)</b>	R2 – Two-Family Dwelling Zone
<b>Size of Site</b>	3032.7sqm
<b>Street Frontage</b>	St Margarets Bay Road – 69.3m Finch Lane – 53m
<b>Current Land Use(s)</b>	Residential two-unit dwelling
<b>Surrounding Use(s)</b>	Residential single family, two-family, & low-rise apartment uses

## **Proposal Details**

As proposed, the heritage building at 173-175 St Margarets Bay Road (Craigmore) will be retained and will continue to be used as a two-unit residential dwelling. No substantial alterations to the heritage property's character defining elements are proposed and thus no substantial alteration approval is required.

As shown on Schedule B of Attachment A, the proposal includes the construction of three townhouses, one duplex, and the conversion of the existing detached garage into a backyard suite. The three townhouses will front on a shared driveway which opens onto St Margarets Bay Road. The existing driveway will be removed, regraded, and replaced to serve the proposed townhouses. This shared driveway will extend past the townhouses and terminate in a small three-space parking lot, providing parking for the heritage building's two units and the proposed backyard suite. An existing two-space parking pad located at the

northwest corner of the property and fronting on Finch Lane will be demolished. In its place, an over-under duplex will be built fronting on Finch Lane and flanked by two new single-vehicle driveways.

The open space surrounding the heritage building and new dwellings will be rehabilitated or enhanced through landscaping improvements. These improvements include:

- Rehabilitation of the steps from St Margarets Bay Road to the heritage building;
- Retention of as much existing woodland as possible, with the removal of dead, dying, or dangerous trees, and the planting of new trees where possible;
- The rehabilitation of the existing front gate through in-kind replacement (same design and materials);
- Addition of terraced gardens around the heritage building and the steps and pathways; and
- Addition of buffer plantings to enhance privacy.

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

This proposal is being considered under Section 6.8 of the Halifax Municipal Planning Strategy (MPS). To support the retention, preservation, and rehabilitation of heritage buildings in the Halifax Regional Municipality, this policy allows owners of registered heritage properties to apply for a development agreement to permit a development or use not otherwise permitted by the underlying zone, in accordance with Policy CH-7A of the Regional Plan.

The subject site is designated Residential Environments (RES) and zoned Two-Family Dwelling (R2). The existing heritage building is currently a two-family residential use. This proposal will see the property subdivided and will consist of existing and new two-family residential uses, a backyard suite, and three new townhouses. The primary purpose of proceeding through a development agreement in this case is flexibility to exceed the land use by-law's requirements for permitted uses in the R-2 zone, which do not presently permit a townhouse use. The additional density proposed on the site will support conservation of the existing heritage building and grounds.

This proposal would see three townhouse dwellings constructed under the requirements of the R2-T (Townhouse) zone with the relaxation of maximum lot coverage (from 40% to 45%). The new duplex dwelling proposed shall meet the requirements of the underlying R-2 zone but with the relaxation of minimum lot area (from 465sqm to 319sqm), minimum floor coverage of living space (from 84sqm to 70sqm), and front setback (from 6.1m to 3.5m) as shown on Schedules B and C of the development agreement (Attachment A).

The requested townhouse use and relaxation of certain built-form requirements are being justified through the retention of the heritage building known as the Craigmere and the rehabilitation of the surrounding landscaping, pursuant to Section 6.8 and Policy CH-7A.

### **COMMUNITY ENGAGEMENT**

The community engagement process for this application is consistent with the intent of the Halifax MPS and 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 site, and a fact sheet mailout distributed to owners and residents within an 80-metre radius in November of 2023 to inform them of the proposal and to solicit their feedback. Including responses received prior to the mailout, a total of thirteen responses were received.

Community sentiment towards the development proposal ranges from those largely opposed to the development overall, to those who offer conditional support, while expressing concerns over specific aspects of the development. The most common concerns expressed by residents included traffic generated on Finch Lane by the proposed parking arrangement and the loss of trees and other vegetation as a result

of construction and landscaping. There was significant desire for most of the parking to be accessed from St Margarets Bay Road.

To address community feedback, this application was revised, and three parking spaces originally proposed to be accessed from Finch Lane were relocated, now accessed via the shared driveway off St Margarets Bay Road. There is no longer any increase in the number of parking spaces fronting on Finch Lane. A preliminary landscape plan has been provided which seeks to retain as much existing wooded area as possible and which introduces a planted buffer to improve privacy between the proposal and neighbouring properties.

Halifax and West Community Council must hold a public hearing before it can consider approval of the proposed development agreement. If Council decides to proceed with a public hearing, staff will send a mailed notice of the hearing to property owners and residents within the notification area (as shown on Map 3) by regular mail.

## **DISCUSSION**

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

### **Proposed Development Agreement**

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

- proposed use of the lands;
- siting and scale for new and existing buildings;
- architectural requirements for design and materiality of the proposed new construction; and
- requirements for subdivision, landscaping, lighting, parking, signage, environmental protections, solid waste, and maintenance of the site.

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

- Changes to Schedules B, C, and D provided that the changes do not conflict with the text of the agreement;
- Changes to the parking, outdoor lighting, and/or sign requirements as identified in Sections 3.8, 3.9., and 3.12 of the agreement;
- The granting of an extension to the date of commencement of construction as identified in Section 7.3. of the agreement; and
- The length of time for the completion of the development as identified in Section 7.4 of the agreement.

### **Land Use Impacts**

The Regional Plan recognizes the important role that heritage buildings and sites have in defining Halifax's character and identity. In response to the success of existing heritage development agreement policies, the Regional Plan expanded the heritage development agreement policy to areas outside of the Regional Centre to support the retention, preservation, and rehabilitation of heritage buildings in rural and suburban areas. Policy CH-7A of the Regional Plan allows for the consideration of land uses and built forms which are not permitted by the underlying zone to support the conservation of municipally registered heritage properties, subject to certain criteria.

One of these criteria is that the impact of a given development on adjacent uses, particularly residential uses, is minimized in terms of intensity of use, scale, height, traffic generation, noise, hours of operation, and such other land use impacts. The neighbourhood around the subject site is primarily zoned R-1, R-2,

and R-3, and contains a mixture of buildings with varying heights, street frontages, lot sizes, and ages of construction. The proposal is characteristic of suburban infill development and is of a comparable scale and density to its surroundings. The new construction has been designed to be compatible with the existing heritage building and surrounding neighbourhood through siting and design, while reducing the overall impact of the additional density on adjacent land uses through:

- Proposing only residential uses and proposing a level of density equal to or less than the maximum as-of-right potential of the site (post-subdivision);
- Retaining as much of the existing wooded landscaped open space as possible and making landscaping improvements such as the addition of buffer plantings for enhanced privacy;
- Siting the proposed townhouses downhill and partially cut into said hill to minimize their perceived height; and
- Proposing six of the eight total indoor/outdoor parking spaces to be accessed via a shared driveway fronting on St Margarets Bay Road, reducing traffic generation impacts on the single-vehicle-width Finch Lane (no increase in the number of parking spaces on Finch Lane from existing)

### **Other Relevant Policies of the Regional Plan**

In addition to minimizing the impacts of the proposed development as discussed above, Policy CH-7A of the Regional Plan requires that the development maintain the heritage value of the registered heritage property, which it achieves by retaining the heritage building and proposing no substantial alterations to its character-defining elements, while rehabilitating the deteriorated front gate and surrounding landscape. CH-7A also requires the level of proposed investment in conservation measures on the property to be generally proportional with the additional development rights provided. As this Heritage DA is being sought primarily to unlock the townhouse building typology, rather than to achieve a density greater than the maximum as-of-right development potential, the rehabilitation of the front gate and surrounding landscape is considered by staff to be generally proportional.

Policy CH-16 of the Regional Municipal Planning Strategy requires that applications for development agreements consider a range of design solutions and architectural expressions that are compatible with the abutting municipally registered heritage properties. Attachment B contains an evaluation of the proposed development agreement in relation to the Policy CH-16, which includes the following:

- the proposed new addition references the heritage resource on the site through architectural design elements such as the rooflines, use of dormers, and structural rhythm; and,
- the siting and neutral colour palette of the new construction ensures prominence of the heritage resource.

### **Relevant Policies of the Halifax MPS**

Section 6.0 of the Halifax MPS includes objectives and policies which encourage:

- Retention, preservation, and rehabilitation of heritage resources and their re-use to assure continued viability;
- Encouragement of sensitive and complimentary architecture in the immediate environs of heritage resources;
- In residential environments, the development of diverse, high-quality housing to accommodate future growth related to the adequacy of existing services; and
- In residential environments, the encouragement of infill housing and discouragement of the dislocation of residents.

The subject site is located within the Halifax Mainland in a serviced community and along existing bus routes. The proposal consists of infill housing, proposing only residential uses of a scale comparable to its surroundings and simultaneously increasing the diversity of housing types available with the introduction of the townhouse typology and the adaptive re-use of the existing garage building as a backyard suite. The existing low-density residential use of the heritage building is proposed to be maintained and no substantial alterations are proposed, thus preventing dislocation of residents. Attachment B contains an evaluation of

the proposed development agreement in relation to applicable Halifax MPS policies, and staff find that the proposal complies with the aforementioned Halifax MPS Policies.

### **Heritage Planning**

The Craigmere is listed on the Registry of Heritage Property for the Halifax Regional Municipality and is protected under the *Heritage Property Act of Nova Scotia*. The heritage building on the site is an Arts and Crafts cottage style building constructed circa 1909 for Angus D. McDonald. The character-defining elements and heritage value are identified in Schedule E of the Development Agreement (Attachment A).

The proposal does not include any substantial alterations to the character-defining elements of the municipally registered heritage property. For this reason, no substantial alteration application is required. Non-substantial alterations include the in-kind replacement of the deteriorated wrought-iron front gate, with the retention and re-use of the original "Craigmere" nameplate. All proposed new construction and adaptive re-use of existing structures is physically separate from the heritage building and through both its siting and architectural design, is subordinate to, compatible with, and distinguishable from the heritage building. A complete evaluation of the proposal against the *Standards and Guidelines for the Conservation of Historic Places in Canada (2<sup>nd</sup> Edition)* in the Policy Review (Attachment B) and staff find that this proposal complies with the aforementioned *Standards and Guidelines*.

The proposed development agreement requires ongoing maintenance to the heritage building in accordance with the *Standards and Guidelines for the Conservation of Historic Places in Canada, 2<sup>nd</sup> Ed.* to preserve its heritage value and integrity.

### **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 Section 6.8 of the Halifax MPS, Policy CH-7A of the Regional Plan, and other applicable policies. The main intent of these policies is to encourage the retention and rehabilitation of heritage properties through additional land use flexibility beyond what is permitted in the underlying zone. In this case, the proposed development represents infill development of a density equal to or less than what would be permitted as-of-right, with a built form that is compatible with the heritage character of the subject site and a density and use compatible with the surrounding neighbourhood. Therefore, staff recommend that the Heritage Advisory Committee recommend that Halifax and West Community Council approve the proposed development agreement as contained in Attachment A.

### **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 2024-2025 budget for Planning and Development.

### **RISK CONSIDERATION**

There are no significant risks associated with the recommendations contained within this report. This application is being considered under existing SMPS policies. Community Council has the discretion to make decisions that are consistent with the SMPS, and such decisions may be appealed to the Nova Scotia 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.
2. The Heritage Advisory Committee may recommend that the Halifax and West Community Council refuse the proposed development agreement.

**LEGISLATIVE AUTHORITY**

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

**ATTACHMENTS**

Map 1:	Location Map
Map 2:	Generalized Future Land Use Map
Map 3:	Zoning and Notification Map
Attachment A:	Proposed Development Agreement
Attachment B:	Policy Review
Attachment C:	Public Engagement Summary

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Report Prepared by: Carter Beaupre-McPhee, Planner III - Heritage, Planning and Development, 902.719.9604

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**Map 1 - Location**

173-175 St Margarets Bay Road  
Halifax

**HALIFAX**

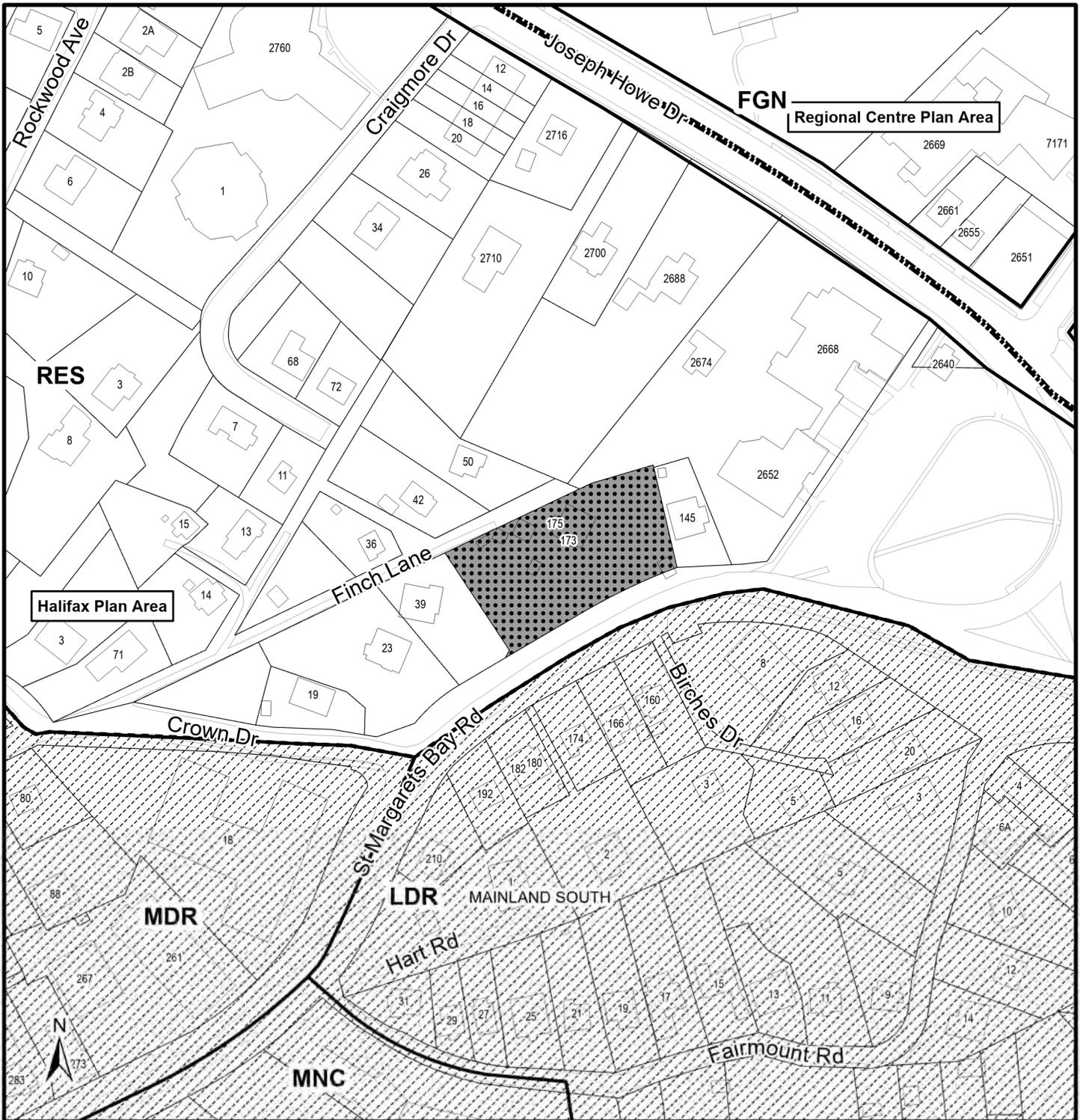
 Subject Property



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 Mainland  
Land Use By-Law Area



**Map 2 - Generalized Future Land Use**

173-175 St Margarets Bay Road  
Halifax

-  Subject Property
-  Community Plan Boundary
-  Mainland South Secondary Plan

Halifax Plan, Halifax Mainland South Secondary Plan  
and Regional Plan Area

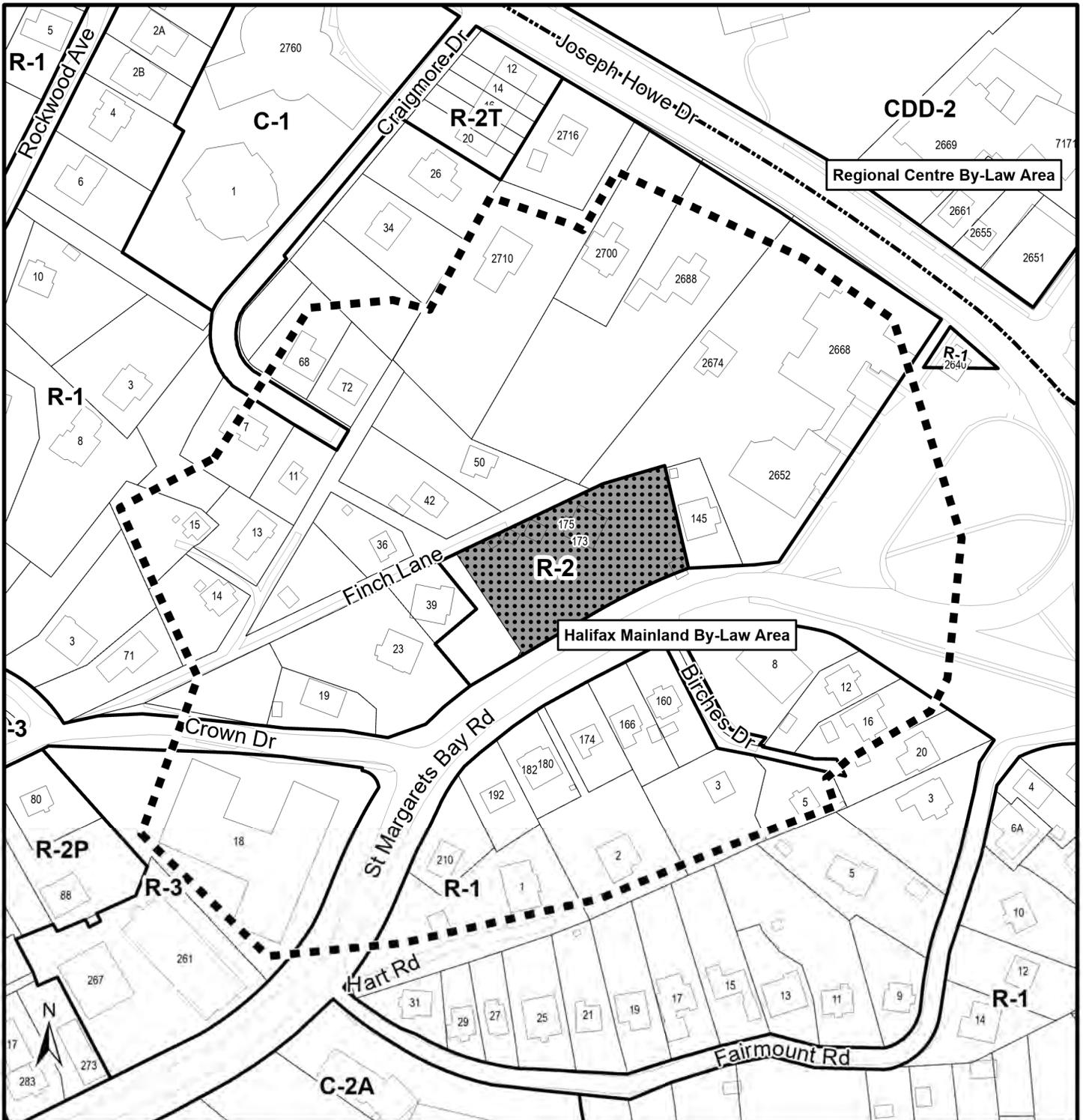
- Halifax Mainland South**
- LDR Low Density Residential
  - MDR Medium Density Residential
  - MNC Minor Commercial
- Halifax Plan**
- RES Residential Environments
- Regional Centre**
- FGN Future Growth Node

**HALIFAX**



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.



Regional Centre By-Law Area

Halifax Mainland By-Law Area

**Map 3 - Zoning and Notification Area**

173-175 St Margarets Bay Road  
Halifax

-  Subject Property
-  Area of Notification

Halifax Mainland Land Use By-Law Area  
& Regional Centre By-Law Area

**Halifax Mainland Zone**

- C-1 Local Business
- C-2A Minor Commercial
- R-1 Single Family Dwelling
- R-2 Two Family Dwelling
- R-2P General Residential
- R-2T Townhouse
- R-3 Low-Rise Apartment

**Regional Centre Zone**

- CDD-2 Comprehensive Development District 2

**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 **[Insert Month]**, 20**\_\_**,

BETWEEN:

**[INSERT PROPERTY OWNER NAME]**

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 173-175 St Margarets Bay 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) and the *Heritage Property Act* as amended from time to time;

**AND WHEREAS** the Developer has requested that the Municipality enter into a Development Agreement to allow for three townhouses, one duplex, and one backyard suite, in addition to the existing heritage building on the Lands containing a duplex use, pursuant to the provisions of the *Halifax Regional Municipality Charter* and pursuant to Policy 6.8 of the Halifax Municipal Planning Strategy and Section 71(2)(A) of the Halifax Mainland Land Use By-law;

**AND WHEREAS** the Halifax and West Community Council approved this request at a meeting held on **[Insert - Date]**, referenced as **PLANAPP-2023-00396**;

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

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

### **1.1 Applicability of Agreement**

- 1.1.1 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 Halifax Mainland Land Use By-law and the Regional Subdivision By law, as amended from time to time.
- 1.2.2 Variances to the requirements of the Halifax Mainland Land Use By-law shall not be permitted.

### **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 Halifax Mainland 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 Halifax Mainland 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**

- 1.5.1 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**

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

## **1.7 Lands**

- 1.7.1 The Developer hereby represents and warrants to the Municipality that the Developer is the owner of the Lands and that all owners of the Lands have entered into this Agreement.

## **PART 2: DEFINITIONS**

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

- 2.1.1 All words unless otherwise specifically defined herein shall be as defined in the Halifax Mainland 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**

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

- (a) "Architect" means a professional, full member in good standing with the Nova Scotia Association of Architects;
- (b) "Character-Defining Elements" means the materials, forms, location, spatial configurations, uses and cultural associations or meanings that contribute to the heritage value and that must be sustained in order to preserve heritage value;
- (c) "Existing Detached Garage" means the existing single-storey accessory building with a truncated gable roof, located to the rear of the Heritage Building and identified on Schedule B as Building "2";
- (d) "Heritage Building" means the existing duplex dwelling, built c.1908 at 173-175 St Margarets Bay Road, Halifax, also known as the "Craigmore" and identified on Schedule B as Building "1";
- (e) "Landscape Architect" means a professional, full member in good standing with the Canadian Society of Landscape Architects;
- (f) "New Backyard Suite" means the backyard suite proposed to be built by converting the Existing Detached Garage, located to the rear of the Heritage Building and identified on Schedule B as Building "2";
- (g) "New Duplex" means the over-under duplex dwelling proposed to be built fronting on Finch Lane and identified on Schedule B as Building "6";
- (h) "New Townhouses" means the three townhouse dwelling units proposed to be built fronting on St Margarets Bay Road and identified on Schedule B as Buildings "3", "4", and "5";
- (i) "Professional Engineer" means a professional, full member in good standing with the Association of Professional Engineers of Nova Scotia;
- (j) "Substantial Alteration" means any action that affects or alters the character-defining elements of a property;
- (k) "Surveyor" means a land surveyor who is a registered member in good standing of the Association of Nova Scotia Land Surveyors;

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

### **3.1 Schedules**

3.1.1 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 PLANAPP-2023-00396:

Schedule A	Legal Description of the Land(s)
Schedule B	Site Plan
Schedule C	Massing, Elevations, & Floor Plans
Schedule D	Preliminary Landscape Plan
Schedule E	Heritage Building Summary

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

3.2.1 Prior to any site work and the issuance of a Grade Alteration or Lot Grading permit, the Developer shall provide the following to the Development Officer, unless otherwise permitted by the Development Officer:

- (a) Post securities in accordance with Section 3.10.6 of this Agreement;
- (b) Based on the sensitivity of the Heritage Building, the Developer is required to provide the following information in addition to the general requirements of Blasting By-law B-600 prior to a Blasting Permit being issued:
  - (i) Submit a structural analysis of the Heritage Building, prepared by a professional engineer, to determine its structural integrity;
  - (ii) Submit a report, prepared by a professional engineer, which determines and proposes limits for Frequency of Ground Vibration and Maximum Allowable Particle Velocity in mm/s such that blasting operations will cause no damage to the Heritage Building;
  - (iii) Submit a report, prepared by a professional engineer, to prepare and monitor a detailed blast plan for the proposed blasting on the Lands; and
  - (iv) Submit a report, prepared by a professional engineer, a detailed blast plan for the proposed blasting site.

3.2.2 Prior to the issuance of a Development Permit, the Developer shall provide the following to the Development Officer, unless otherwise permitted by the Development Officer:

- (a) A landscape plan stamped by a certified Landscape Architect in accordance with Section 3.10 of this Agreement; and
- (b) Written confirmation from an Architect that the plans meet the architectural requirements of Section 3.5 and Schedules B and C of this Agreement.

3.2.3 Prior to the issuance of an Occupancy Permit, the Developer shall provide the following to the Development Officer, unless otherwise permitted by the Development Officer:

- (a) A subdivision application subject to and in accordance with the terms and conditions of Section 3.7 of this Agreement;
- (b) Written confirmation from a certified Landscape Architect which the Development Officer may accept as sufficient record of compliance with the Landscape Plan provided in Schedule D or the posting of security in accordance with Section 3.10.5 of this Agreement;
- (c) Written confirmation from HRM's Heritage Planner indicating that any replacement of character-defining elements carried out pursuant to Section 3.6.5 has been inspected by an HRM Heritage Planner and found to be completed in compliance with the requirements contained therein; and

- (d) Written confirmation from an Architect confirming that construction has been completed in accordance with Section 3.5 and Schedules B and C of this Agreement.

3.2.4 Notwithstanding any other provision of this Agreement, the Developer shall not occupy or use the Lands for any of the new uses permitted by this Agreement (that is to say, the New Duplex, New Townhouses, and New Backyard Suite uses) unless an Occupancy Permit has been issued by the Municipality. No such Occupancy Permit shall be issued by the Municipality unless and until the Developer has complied with all applicable provisions of this Agreement and the Halifax Mainland Land Use By-law (except to the extent that the provisions of the Halifax Mainland 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. The residential occupancy and use of the existing duplex dwelling (the Heritage Building) shall be permitted to continue.

### **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 comprehensive residential development consisting of one pre-existing duplex dwelling (the Heritage Building); one New Duplex dwelling; three New Townhouses, each existing on its own separate lot; and one backyard suite accessory to the Heritage Building; and
- (b) Any uses permitted within the zone applied to the Lands subject to the provisions contained within the Halifax Mainland Land Use By-law as amended from time to time; excepting however, that secondary suites and/or backyard suites shall not be permitted accessory to the New Duplex, nor the New Townhouses.

### **3.4 Building Siting & Scale**

#### *General Siting & Scale*

- 3.4.1 The Heritage Building's siting, bulk, massing, and scale shall remain unchanged, as shown on Schedules B and C.
- 3.4.2 The New Townhouses, New Duplex, and New Backyard Suite's siting, bulk, massing, and scale shall be as generally shown on Schedules B and C.
- 3.4.3 Any excavation, construction, or landscaping shall be carried out in a safe manner, with the appropriate measures put into place to ensure the protection and preservation of the adjacent properties and the Heritage Building.

#### *New Townhouses Siting & Scale*

- 3.4.4 A maximum of three (3) townhouse dwelling units may be located on the Lands, as shown on Schedules B and C.
- 3.4.5 The New Townhouses must meet the requirements of the R-2T (Townhouse) Zone, as described in the Halifax Mainland Land Use By-Law, as amended from time to time.
- 3.4.6 Notwithstanding Section 3.4.5, for the New Townhouses the minimum lot area, maximum lot coverage, minimum frontage, and the minimum side and rear yards shall be as generally shown on Schedule B.
- 3.4.7 Accessory buildings may be located on the New Townhouses' lots but shall conform with the requirements of the R-2T (Townhouse) Zone, as described in the Halifax Mainland Land Use By-law, as amended from time to time.

#### *New Duplex Siting & Scale*

- 3.4.8 The New Duplex must meet the requirements of the R-2 (Two-Family Dwelling) Zone, as

described in the Halifax Mainland Land Use By-Law, as amended from time to time.

- 3.4.9 Notwithstanding Section 3.4.8, for the New Duplex Dwelling, the minimum lot area, the minimum floor coverage of living space, and the minimum setback from the street line (Finch Lane) shall be as generally shown on Schedules B and C.
- 3.4.10 Accessory buildings may be located on the New Duplex lot, but shall conform with the requirements of the R-2 (Two-Family Dwelling) Zone, as described in the Halifax Mainland Land Use By-law, as amended from time to time.

#### *New Backyard Suite Siting & Scale*

- 3.4.11 A maximum of one (1) New Backyard Suite may be located on the Lands, accessory to the Heritage Building, as shown on Schedules B and C.
- 3.4.12 The New Backyard Suite shall adaptively reuse the Existing Detached Garage.
- 3.4.13 The footprint, massing, height, and roofline of the New Backyard Suite shall remain unchanged from that of the Existing Detached Garage.
- 3.4.14 Whereas the Existing Detached Garage building is a non-conforming structure with an insufficient setback from the streetline (Finch Lane), adaptive reuse of the structure shall not further decrease the setback from said streetline.

### **3.5 Architectural Requirements**

- 3.5.1 The architectural form, treatment, and materials of the Heritage Building shall remain unchanged.
- 3.5.2 The architectural form, treatment, and materials of the New Townhouses, New Duplex, and New Backyard Suite shall be generally consistent with Schedules B and C and with Section 3.5.3 of this Agreement.
- 3.5.3 The New Townhouses and New Duplex shall employ finely scaled cladding materials such as wooden siding or similar in neutral/natural colour(s). The New Backyard Suite shall employ cedar shingle cladding or similar, in a colour matching that of the Heritage Building, excluding that portion of the front façade which was formerly the garage door, which shall be clad in finely-scaled wood siding or similar in neutral/natural colour(s).
- 3.5.4 All vents, down spouts, flashing, electrical conduits, metres, service connections, and other functional elements shall be treated as integral parts of the design. Where appropriate these elements shall be painted to match the colour of the adjacent surface, except where used expressly as an accent.
- 3.5.5 Unenclosed structures attached to a main building such as verandas, decks, porches, balconies, steps, and mobility disabled ramps may be located as generally shown on the Schedules.

### **3.6 Heritage**

#### *Rights to Alter or Demolish*

- 3.6.1 The Developer covenants and agrees that it shall not demolish the Heritage Building or alter its exterior appearance in any manner without the written consent of the Municipality.
- 3.6.2 In the event that an application for a substantial alteration or demolition is denied by the Municipality, the Developer agrees not to demolish or alter the exterior appearance of the Heritage Building and waives its rights to carry out such alteration or demolition as provided for under Sections 16, 17, and 18 of the *Heritage Property Act*.

- 3.6.3 Alterations to the exterior appearance of the Heritage Building or character-defining elements are subject to the Heritage Property By-law (By-law H-200) and the *Heritage Property Act*.

#### *Character-Defining Elements*

- 3.6.4 Character-defining elements shall be maintained and repaired and not removed or replaced without approval from the Municipality. These character-defining elements of the registered heritage property at 173-175 St Margarets Bay Road include but are not limited to:
- (a) One-and-a-half storey Arts and Crafts cottage style dwelling;
  - (b) Asymmetrical, three-bay front façade;
  - (c) Truncated gable roof with multiple pitches and returned eaves;
  - (d) Front pair of truncated gable roof dormers with returns, flanking a central shed dormer;
  - (e) Large rear hipped roof dormer;
  - (f) Wood shingle cladding with plain corner boards and frieze boards and simple window surrounds;
  - (g) Two brick chimneys;
  - (h) Wide front verandah with cornice, moulded frieze, plain Tuscan style columns, and balustrade;
  - (i) Wood-framed, mullioned windows, most with leaded upper sashes, including all front windows;
  - (j) Large, glazed solid-wood front door with side lights and beveled glass;
  - (k) Projecting western bay supported by large, carved wooden brackets; and
  - (l) Wrought-iron front gate bearing a "Craigmore" nameplate.
- 3.6.5 Notwithstanding Section 3.6.4, the Developer may repair or replace in-kind the wrought-iron gate identified in 3.6.4 provided the original "Craigmore" nameplate is retained and the rehabilitation process is documented. Documentation of the rehabilitation shall be added to the Municipality's heritage file for this property.

#### *Maintenance and Preventative Measures*

- 3.6.6 All maintenance and repair of the character-defining elements of the registered heritage property shall be conducted with the approval of the HRM Heritage Planner at the time of permitting, and in accordance with the *Standards and Guidelines for the Conservation of Historic Places in Canada, 2nd ed.*, and shall be generally consistent with Schedule B.

#### *Archaeological Monitoring and Protection*

- 3.6.7 The Lands fall within the High Potential Zone for Archaeological Sites identified by the Province of Nova Scotia. The Developer shall contact the Coordinator of Special Places of the Nova Scotia Department of Communities, Culture and Heritage prior to any disturbance of the Lands.

### **3.7 Subdivision of the Lands**

- 3.7.1 Subdivision applications shall be submitted to the Development Officer prior to issuance of occupancy permit and the Development Officer shall grant subdivision approval subject to and in accordance with the following terms and conditions:
- (a) The application for subdivision shall be generally consistent with the lot layout shown in Schedule B and shall consist of a total of five lots, one lot per New Townhouse, one lot for the New Duplex, and one lot for the Heritage Building and its New Backyard Suite;
  - (b) Whereas Finch Lane is a local non-accepted street, it shall nevertheless be permitted to be used as frontage and driveway access;
  - (c) The designation of 173-175 St Margaret's Bay Road, Halifax (PID 40577041) as a municipally registered heritage property shall carry over from this Municipal subdivision process to all resultant parcels. After subdivision, the Developer may submit an application to deregister all resultant parcels which do not contain heritage value; and

- (d) The Developer shall provide adequate easements to access the front of each individual townhouse dwelling unit and to access the parking area at the end of the shared private lane by their respective owners and these right-of-way easements shall be shown on the final plan of subdivision. The Developer agrees to convey these right-of-way easements to individual property owners at the time of conveyance of the individual lots. The conditions attached to the right-of-way easements will ensure that they are kept clear.

### **3.8 Parking, Circulation, and Access**

- 3.8.1 Parking areas shall be provided as generally shown in Schedule B. Each New Townhouse shall provide a garage for one vehicle. The Heritage Building and New Backyard Suite shall be provided with an outdoor parking area consisting of parking spaces for three (3) vehicles, to be accessed via a private lane or shared driveway fronting on St Margaret's Bay Road. The New Duplex shall be provided with parking spaces for two (2) vehicles, both fronting on Finch Lane.
- 3.8.2 Parking areas shall be hard surfaced, and the limits of the parking areas shall be defined by fencing or landscaping or curb.

### **3.9 Outdoor Lighting**

- 3.9.1 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.
- 3.9.2 The Heritage Building, New Townhouses, New Duplex, and New Backyard Suite may be illuminated for visual effect provided such illumination is directed away from streets, adjacent lots and buildings and does not flash, move or vary in intensity such that it creates a hazard to public safety.

### **3.10 Landscaping**

- 3.10.1 All plant material shall conform to the Canadian Nursery Landscape Association's Canadian Nursery Stock Standard (ninth edition).
- 3.10.2 Prior to the issuance of a Development Permit, the Developer agrees to provide a Landscape Plan which complies with the provisions of this section and the HRM Urban Forest Master Plan and which generally conforms with the overall intentions of the Preliminary Landscape Plan as shown in Schedule D. The Landscape Plan shall be prepared by a Landscape Architect (a full member of the Canadian Society of Landscape Architects) and comply with all provisions of this Section.
- 3.10.3 The Developer agrees to work with HRM Urban Forestry and provide a compensation plan for any street trees to be removed.
- 3.10.4 The Landscape Plan shall minimize the disturbance and removal of existing healthy trees on the Lands and shall enhance buffering between the New Duplex and neighbouring properties through the use of fencing and/or buffer plantings.
- 3.10.5 Prior to issuance of the first Occupancy Permit the Developer shall submit to the Development Officer a letter prepared by a member in good standing of the Canadian Society of Landscape Architects certifying that all landscaping has been completed according to the terms of this Agreement.
- 3.10.6 Notwithstanding Section 3.10.5, where the weather and time of year do not allow the completion of the outstanding landscape works prior to the issuance of the Occupancy Permit, the Developer may supply a security deposit in the amount of 110 percent of the estimated cost to complete the

landscaping. The cost estimate is to be prepared by a member in good standing of the Canadian Society of Landscape Architects. The security shall be in favour of the Municipality and shall be in the form of a certified cheque or automatically renewing, irrevocable letter of credit issued by a chartered bank. The security shall be returned to the Developer only upon completion of the work as described herein and illustrated on the Schedules, and as approved by the Development Officer. Should the Developer not complete the landscaping within twelve months of issuance of the Occupancy Permit, the Municipality may use the deposit to complete the landscaping as set out in this section of the Agreement. The Developer shall be responsible for all costs in this regard exceeding the deposit. The security deposit or unused portion of the security deposit shall be returned to the Developer upon completion of the work and its certification.

3.10.7 All disturbed areas of the Lands shall be reinstated to original condition or better.

### **3.11 Maintenance**

3.11.1 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 Heritage Building, New Townhouses, New Duplex, and New Backyard Suite, 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, and salting of walkways and driveways.

### **3.12 Signs**

3.12.1 The sign requirements shall be in accordance with the Halifax Mainland Land Use By-law as amended from time to time.

3.12.2 Signs depicting the name or corporate logo of the Developer shall be permitted while a sales office is located on the Lands.

3.12.3 Signs shall only be externally illuminated.

### **3.13 Temporary Construction Building**

3.13.1 A building shall be permitted on the Lands for the purpose of housing equipment, materials and office related matters relating to the construction and sale of the development in accordance with this Agreement. The construction building shall be removed from the Lands prior to the issuance of the last Occupancy Permit.

### **3.14 Screening**

3.14.1 Propane tanks, oil tanks, natural gas meters, electrical transformers, and mechanical equipment (including HVAC) shall be located on the Lands in such a way to ensure minimal visual impact from any public right-of-way and from residential properties along the side and rear property lines. These facilities shall be secured in accordance with the applicable approval agencies and screened by means of opaque fencing or masonry walls with suitable landscaping.

3.14.2 Mechanical equipment shall be permitted on the roof provided the equipment is screened and not visible from the public right-of-way or incorporated into the architectural treatments and roof structure.

## **PART 4: STREETS AND MUNICIPAL SERVICES**

### **4.1 General Provisions**

4.1.1 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**

4.2.1 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 Undergrounding Services**

4.3.1 All secondary or primary (as applicable) electrical, telephone and cable service to the New Townhouses and New Duplex shall be provided as underground installation unless otherwise required by Nova Scotia Power or the relevant service provider.

#### **4.4 Site Preparation in a Subdivision**

4.4.1 The Developer shall not commence clearing, excavation or blasting activities required for the installation of primary or secondary services in association with a subdivision prior to receiving final approval of the subdivision design unless otherwise permitted by the Development Officer.

#### **4.5 Solid Waste Facilities**

4.5.1 All buildings shall be designed in accordance with By-law S-600 as amended from time to time.

4.5.2 All refuse and recycling materials shall be contained within a building, or within suitable containers which are fully screened from view from any street or sidewalk. Further, consideration shall be given to locating of all refuse and recycling material to ensure minimal effect on abutting property owners by means of opaque fencing or masonry walls with suitable landscaping.

### **PART 5: ENVIRONMENTAL PROTECTION MEASURES**

#### **5.1 Private Storm Water Facilities**

5.1.1 All private storm water facilities shall be maintained in good order in order to maintain full storage capacity by the owner of the lot on which they are situated.

#### **5.2 Stormwater Management Plans and Erosion and Sedimentation Control Plan**

5.2.1 Prior to the commencement of any site work on the Lands, including earth movement or tree removal other than that required for preliminary survey purposes, or associated off-site works, the Developer shall have been issued a Grade Alteration Permit in accordance with By-law G-200 Respecting Grade Alteration and Stormwater Management Associated with Land Development, as amended from time to time.

#### **5.3 Sulphide Bearing Materials**

- 5.3.1 The Developer agrees to comply with the legislation and regulations of the Province of Nova Scotia with regards to the handling, removal, and disposal of sulphide bearing materials, which may be found on the Lands.

## **PART 6: AMENDMENTS**

### **6.1 Non-Substantive Amendments**

- 6.1.1 The following items are considered by both parties to be not substantive and may be amended in a matter consistent with the *Halifax Regional Municipality Charter*:
- (a) Changes to Schedules B, C, and D provided that the changes do not conflict with the text of this Agreement and provided the changes do not increase lot coverage or building height by more than two percent (2%) nor decrease rear yard setbacks, lot area, floor coverage of living space, or setback from the street line by more than two percent (2%);
  - (b) Changes to the outdoor lighting, and/or sign requirements as identified in Sections 3.9, and 3.12;
  - (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 granting of an extension to the length of time for the completion of the development as identified in Section 7.4 of this Agreement.

### **6.2 Substantive Amendments**

- 6.2.1 Amendments to any matters not identified under Section 6.1 shall be deemed substantive and may only be amended in accordance with the approval requirements of the *Halifax Regional Municipality Charter*.

## **PART 7: REGISTRATION, EFFECT OF CONVEYANCES AND DISCHARGE**

### **7.1 Registration**

- 7.1.1 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.

### **7.2 Subsequent Owners**

- 7.2.1 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 the Chief Administrative Officer for the Municipality.
- 7.2.2 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).

### **7.3 Commencement of Development**

- 7.3.1 In the event that development on the Lands has not commenced by October 12<sup>th</sup>, 2026, the Lands shall conform with the provisions of the Halifax Mainland Land Use By-law.
- 7.3.2 For the purpose of this section, commencement of development shall mean issuance of a building permit.

7.3.3 For the purpose of this section, Council may consider granting an extension of the commencement of development time period through a resolution under Section 6.1, if the Municipality receives a written request from the Developer.

#### **7.4 Completion of Development**

7.4.1 Upon the completion of the whole development, or at such time that policies applicable to the lands have been amended, the Municipality 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) discharge this Agreement and apply appropriate zoning pursuant to the applicable Municipal Planning Strategy and Land Use By law, as may be amended from time to time.

7.4.2 For the purpose of this section, completion of development shall mean issuance of an Occupancy Permit.

7.4.3 In the event that development on the Lands has not been completed within seven (7) years from the date of registration of this Agreement at the Land Registry Office in Halifax, as indicated herein, the Lands shall conform with the provisions of the Halifax Mainland Land Use By-law.

#### **7.5 Discharge of Agreement**

7.5.1 If the Developer fails to complete the development after seven (7) years from the date of execution of this Agreement, the Municipality 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 8: ENFORCEMENT AND RIGHTS AND REMEDIES ON DEFAULT**

#### **8.1 Enforcement**

8.1.1 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.

#### **8.2 Failure to Comply**

8.2.1 If the Developer fails to observe or perform any condition of this Agreement after the Municipality has given the Developer thirty (30) days written notice of the failure or default, then in each such case:

- (a) The Municipality shall be entitled to apply to any court of competent jurisdiction for injunctive relief including an order prohibiting the Developer from continuing such default and the Developer hereby 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 Halifax Mainland 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: \_\_\_\_\_

Print Name: \_\_\_\_\_

Position: \_\_\_\_\_

Date Signed: \_\_\_\_\_

=====

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**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

Date signed: \_\_\_\_\_

\_\_\_\_\_  
Witness

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

Date signed: \_\_\_\_\_

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 Iain MacLean, 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 A**  
LEGAL DESCRIPTION OF THE LAND(S)

**PARCEL DESCRIPTION REPORT**

2022-12-14 11:46:40

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**PID:** 40577041  
**CURRENT STATUS:** ACTIVE  
**EFFECTIVE DATE/TIME:** 2022-07-11 14:07:02

ALL that certain lot, piece or parcel of land situate, lying and being on the northwestern side of St. Margaret's Bay Road in Halifax, Halifax County, Nova Scotia, said lot being shown as Lot 1A on a plan entitled "Plan of Subdivision and Consolidation of Lot 1, Land conveyed to Jane Mary Bureau and Lot 2, Land Conveyed to Brian Karim Awad and Catherine Ann McKellar to form Lots 1A and 2A" prepared by Whyte, McElmon & Associates Limited and signed by David J. Whyte, N.S.L.S. dated June 4, 2002, which said plan was approved by Halifax Regional Municipality August 29, 2002 and is on file at the Registry Office for Halifax County, said lot being more particularly described as follows:

BEGINNING on the curved northwestern boundary of St. Margaret's Bay Road at the southwestern corner of Lot 1, land conveyed to Terry W. Taylor, said curve having a radius of seven hundred sixteen feet (716.00 feet);

THENCE southwesterly along said curved boundary and curving to the left, ninety-eight and twelve hundredths feet (98.12) to the end of said curve;

THENCE South 58 degrees 51 minutes 50 seconds West along the northwestern boundary of St. Margaret's Bay Road, one hundred thirty-nine and forty-three hundredths feet (139.43) to a southeastern corner of Lot 2A;

THENCE North 28 degrees 13 minutes 52 seconds East along a southeastern boundary of Lot 2A, twenty-three and twenty-eight hundredths feet (23.28) to a southeastern corner thereof;

THENCE North 33 degrees 33 minutes 11 seconds West along the northeastern boundary of Lot 2A, one hundred thirty-six and six hundredths feet (136.06) to the southeastern boundary of Crown Drive;

THENCE North 64 degrees 35 minutes 12 seconds East along said boundary and continuing along the southeastern boundary of land conveyed to The Rector, Wardens and Vestry of the Parish of Saint James Church, one hundred eighty-nine and thirty-two hundredths feet (189.32) to an angle in the last mentioned boundary;

THENCE North 73 degrees 36 minutes 33 seconds East along the southeastern boundary of land conveyed to The Rector, Wardens and Vestry of the Parish of Saint James Church, seventy-five feet (75.00) to the northwestern corner of Lot 1 aforesaid;

THENCE South 13 degrees 05 minutes 47 seconds East along the western boundary of said Lot 1, one hundred twenty-two and fifty-seven hundredths feet (122.57) to the point of beginning containing an area of 32,644 square feet.

**FIRST BENEFIT:**

TOGETHER WITH a water and sewer easement over a portion of Lot 2A, said easement being shown and mathematically delineated as Parcel WS-2A on Plan No. 35312.

**FIRST BURDEN:**

SUBJECT TO a portion of an existing water and sewer easement in favour of the present or future owner or owners of Lot 2A, said easement having shown and mathematically delineated as Parcel WS-1A on plan No. 35312.

**SECOND BURDEN:**

SUBJECT TO an easement in favour of the present or future owner or owners of Lot 1, lands conveyed to Terry W. Taylor, said easement being for the use of a garage situated on the hereinbefore described Lot 1A and being more fully described in Book 4692 Page 305.

**PARCEL DESCRIPTION REPORT**

Schedule "A"

2022-12-14 11:46:40

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**THIRD BURDEN:**

SUBJECT TO a Heritage Property Designation by the City of Halifax, dated February 11, 2008, and recorded on the 15th day of February, 2008 in the Registry of Deeds as Document No. 89966809.

**FOURTH BURDEN:**

SUBJECT TO a Heritage Property Designation by the Halifax Regional Municipality dated March 31, 2008 and recorded on the 23rd day of April, 2008 as Document No. 90481277.

BEING a portion of lands conveyed to Jane Mary Bureau by deed registered in Book 5149 Page 1070 in the Registry Office for Halifax County.

ALL BEARINGS in the foregoing description being based on the Nova Scotia Co-ordinate System Zone 5, central meridian Longitude 64 degrees 30 minutes West.

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

**Compliance:**

The parcel is created by a subdivision (details below) that has been filed under the Registry Act or registered under the Land Registration Act

Registration District: HALIFAX COUNTY  
Registration Year: 2002  
Plan or Document Number: 35312

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**External Comments:**

**Description Change Details:**

**Reason:**

**Author of New or**

**Changed Description:**

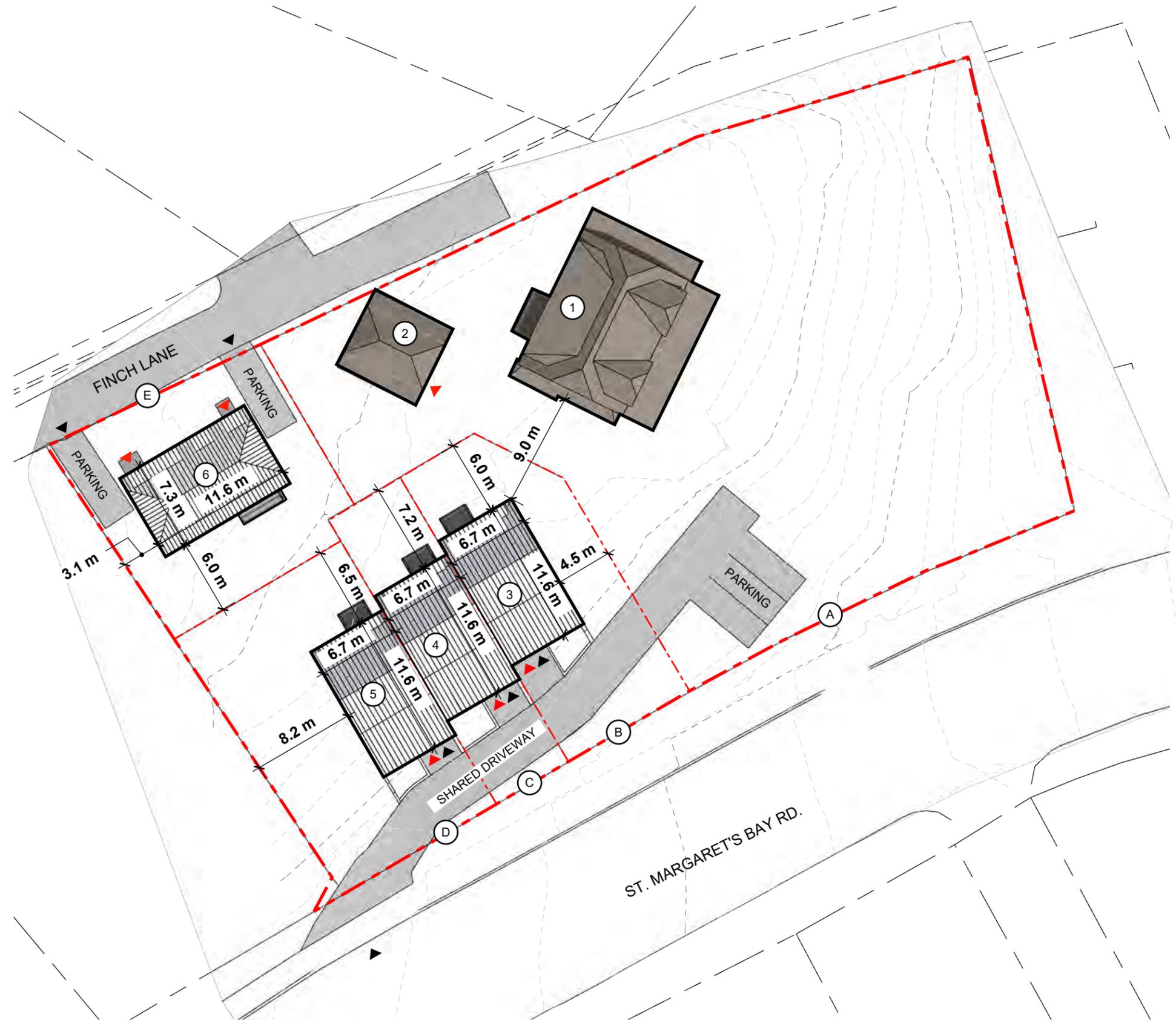
**Name:**

**Registered Instruments:**

**Comments:**

**SCHEDULE B**  
SITE PLAN

**173 & 175 ST. MARGARET'S BAY ROAD / PROPOSED SITE PLAN**



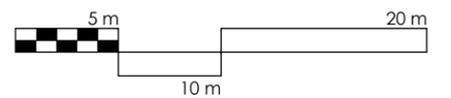
**LEGEND**

- - - - - PROPERTY BOUNDARY
- ▲ RESIDENTIAL ENTRANCE
- ▲ VEHICULAR ENTRANCE

LOT	LOT AREA*	BUILDING	BUILDING FOOTPRINT*	# OF STOREYS	PARKING COUNT	UNIT COUNT
A	19,270 SF	1	TBC (EXISTING)	2	2	2
		2	TBC (EXISTING)	1	1	1
B	3,060	3	840 SF	3	1	1
C	1,920	4	840	3	1	1
D	3,950	5	840	3	1	1
E	3,440	6	910	2	2	2
<b>TOTAL:</b>					<b>8</b>	<b>8</b>

**SCALE**

1:350



**NOTES**

- SITE SUBJECT TO SURVEY. PROPERTY LINES AND TOPOGRAPHIC FEATURES ARE APPROXIMATE ONLY
- \*ALL AREAS APPROXIMATE ONLY; TO BE CONFIRMED ON SITE



**SCHEDULE C**  
**MASSING, ELEVATIONS, & FLOOR PLANS**

**173 & 175 ST. MARGARET'S BAY ROAD / PROPOSED BUILDING MASSING**



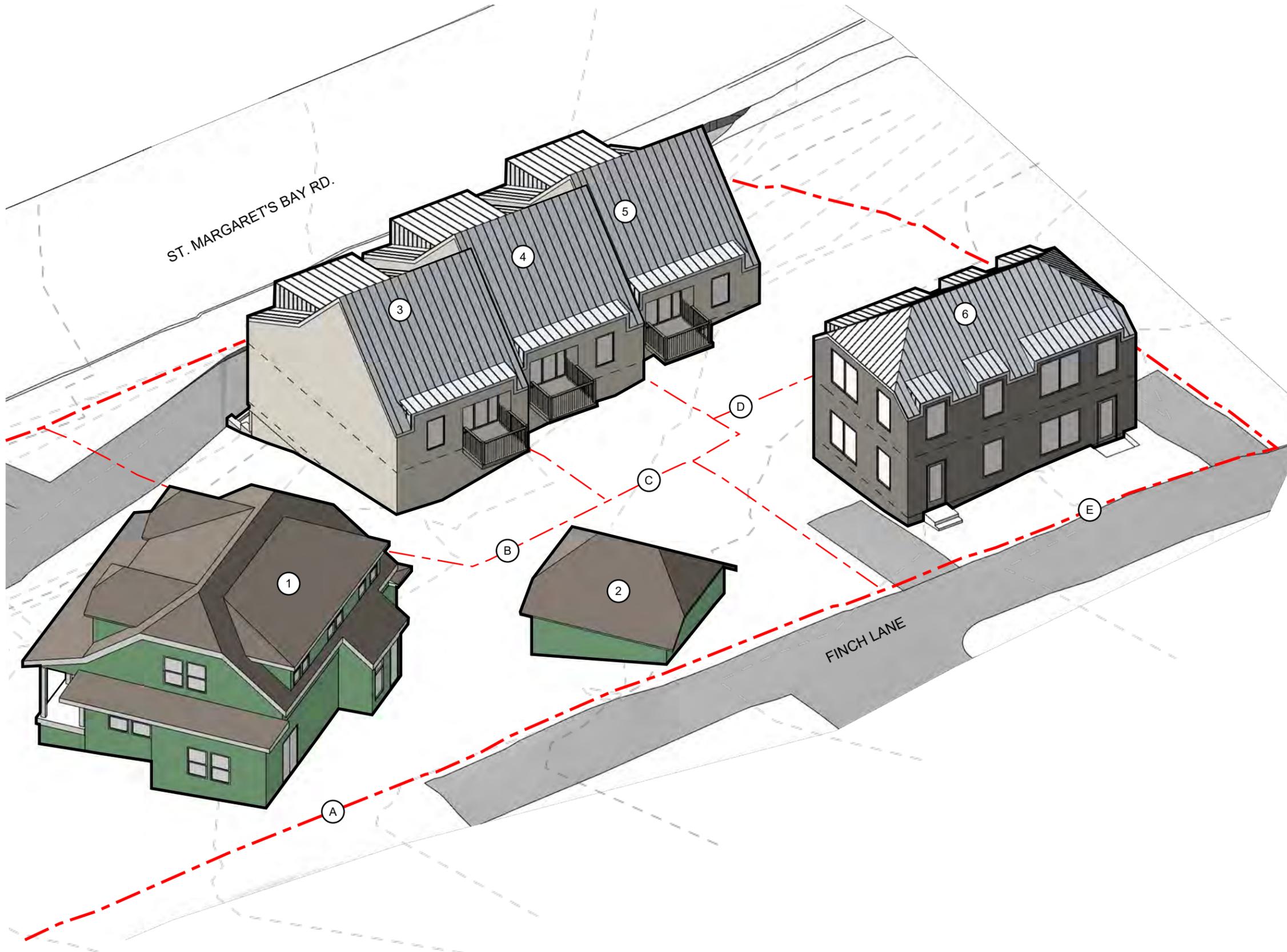
- LEGEND**
- - - - - PROPERTY BOUNDARY
  - ▲ RESIDENTIAL ENTRANCE
  - ▲ VEHICULAR ENTRANCE

LOT	LOT AREA*	BUILDING	BUILDING FOOTPRINT*	# OF STOREYS	PARKING COUNT	UNIT COUNT
A	19,270 SF	1	TBC (EXISTING)	2	2	2
		2	TBC (EXISTING)	1	1	1
B	3,060	3	840 SF	3	1	1
C	1,920	4	840	3	1	1
D	3,950	5	840	3	1	1
E	3,440	6	910	2	2	2
<b>TOTAL:</b>					<b>8</b>	<b>8</b>

- NOTES**
- SITE SUBJECT TO SURVEY. PROPERTY LINES AND TOPOGRAPHIC FEATURES ARE APPROXIMATE ONLY
  - \*ALL AREAS APPROXIMATE ONLY; TO BE CONFIRMED ON SITE



173 & 175 ST. MARGARET'S BAY ROAD / PROPOSED BUILDING MASSING



LEGEND

- - - - - PROPERTY BOUNDARY
- ▲ RESIDENTIAL ENTRANCE
- ▲ VEHICULAR ENTRANCE

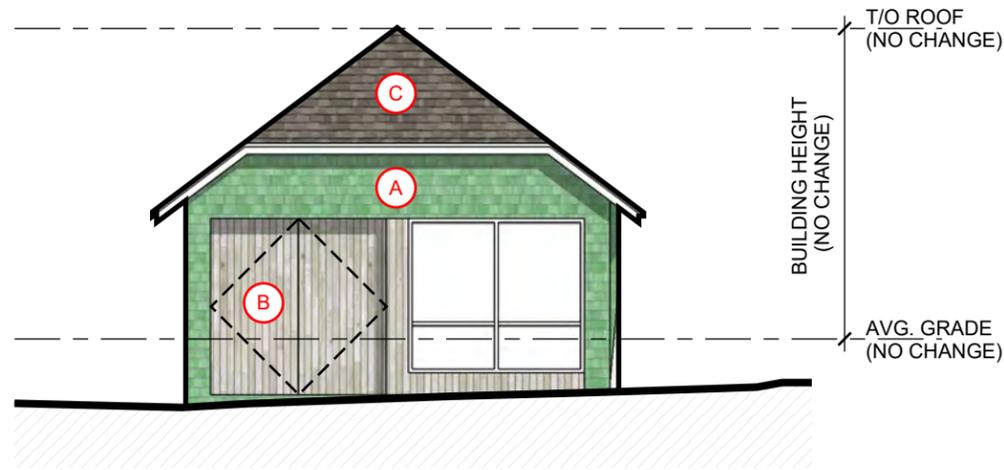
LOT	LOT AREA*	BUILDING	BUILDING FOOTPRINT*	# OF STOREYS	PARKING COUNT	UNIT COUNT
A	19,270 SF	1	TBC (EXISTING)	2	2	2
		2	TBC (EXISTING)	1	1	1
B	3,060	3	840 SF	3	1	1
C	1,920	4	840	3	1	1
D	3,950	5	840	3	1	1
E	3,440	6	910	2	2	2
<b>TOTAL:</b>					<b>8</b>	<b>8</b>

NOTES

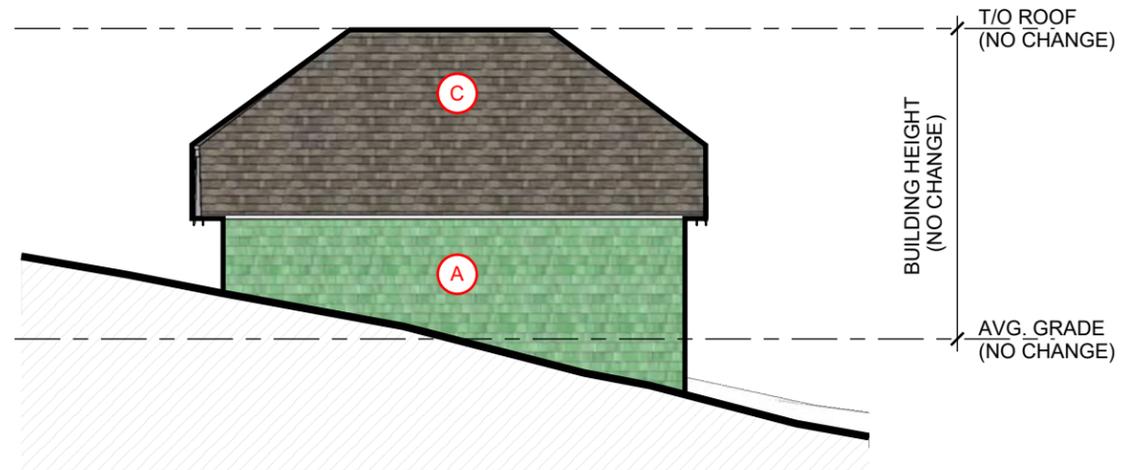
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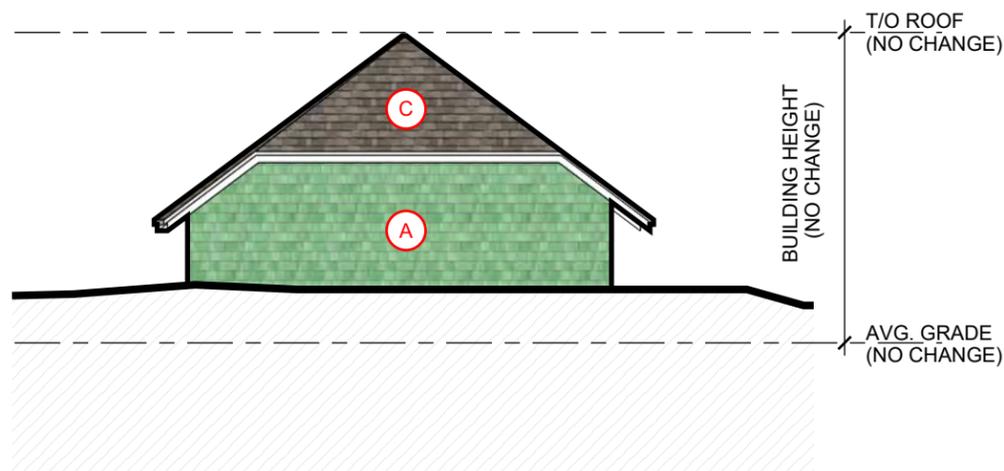
173 & 175 ST. MARGARET'S BAY ROAD / BUILDING 2 (MICROSUITE) ELEVATIONS



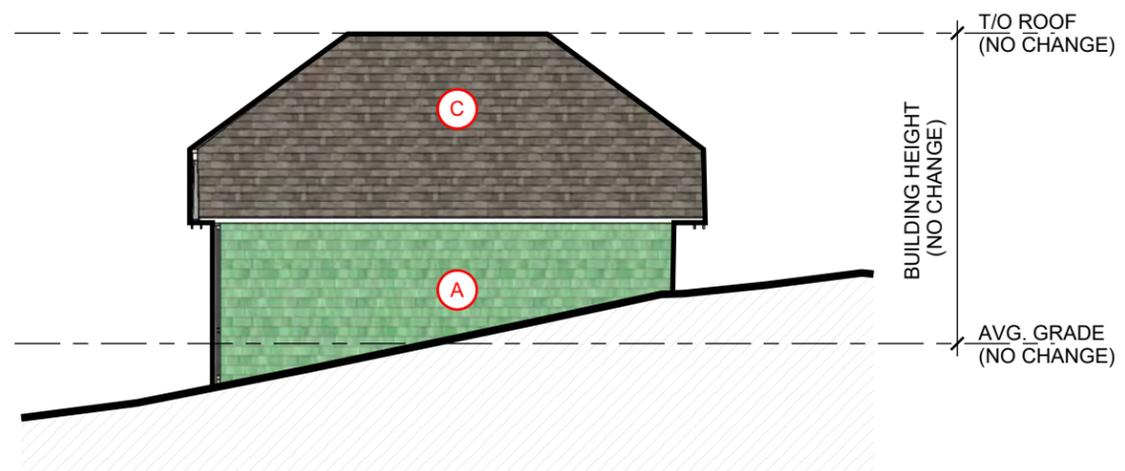
SOUTH ELEVATION



WEST ELEVATION



NORTH ELEVATION



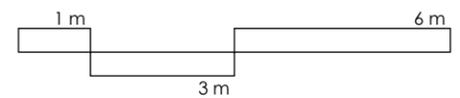
EAST ELEVATION

MATERIAL LEGEND

- (A) CEDAR SHINGLES OR SIM.; COLOUR TO MATCH THE CRAIGMORE
- (B) WOOD SIDING OR SIM.
- (C) ASPHALT SHINGLES

SCALE

1:100

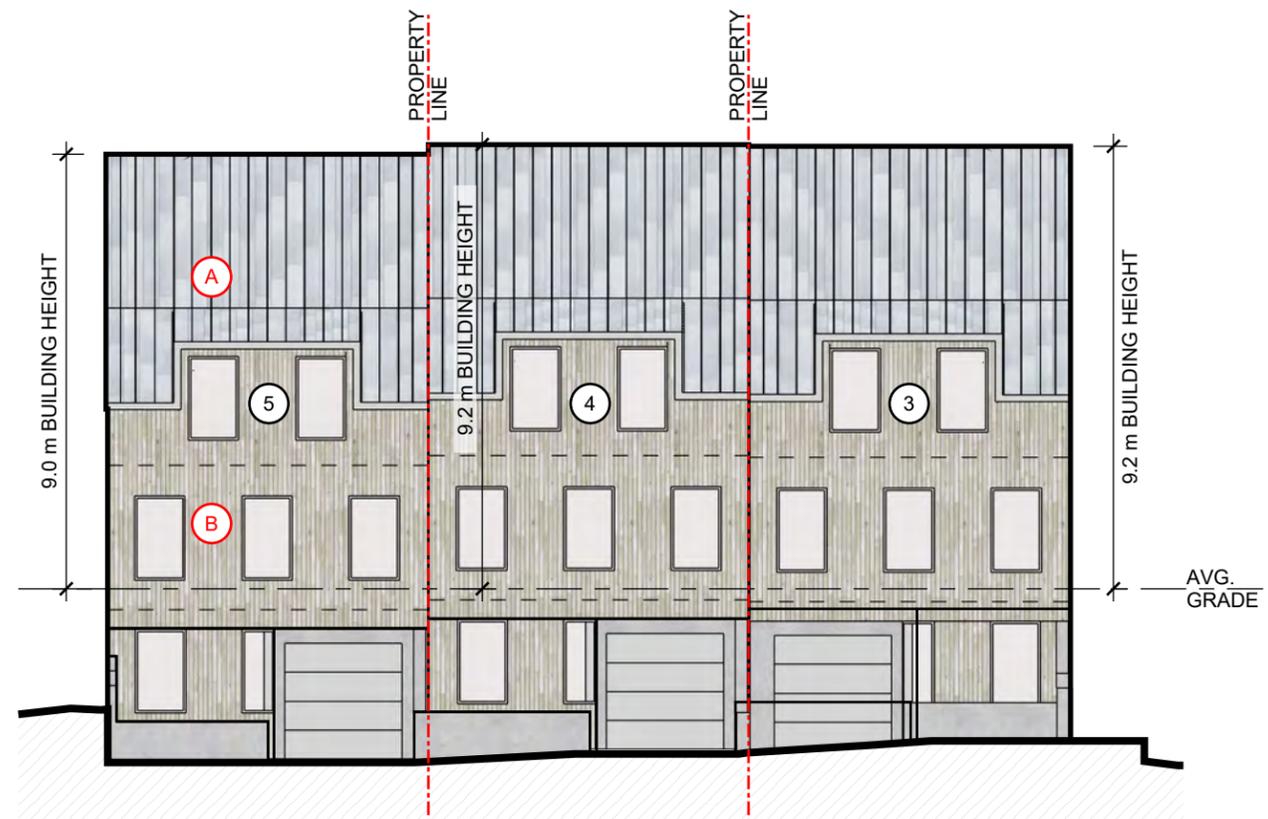


NOTES

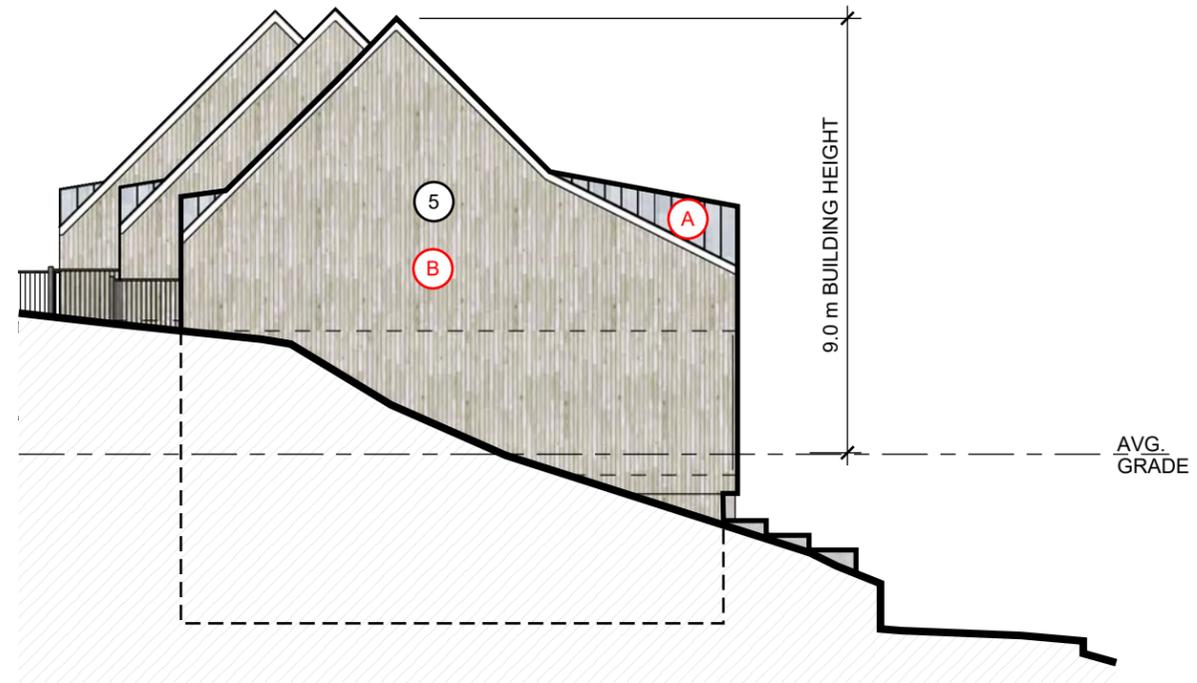
- SITE SUBJECT TO SURVEY. PROPERTY LINES AND TOPOGRAPHIC FEATURES ARE APPROXIMATE ONLY
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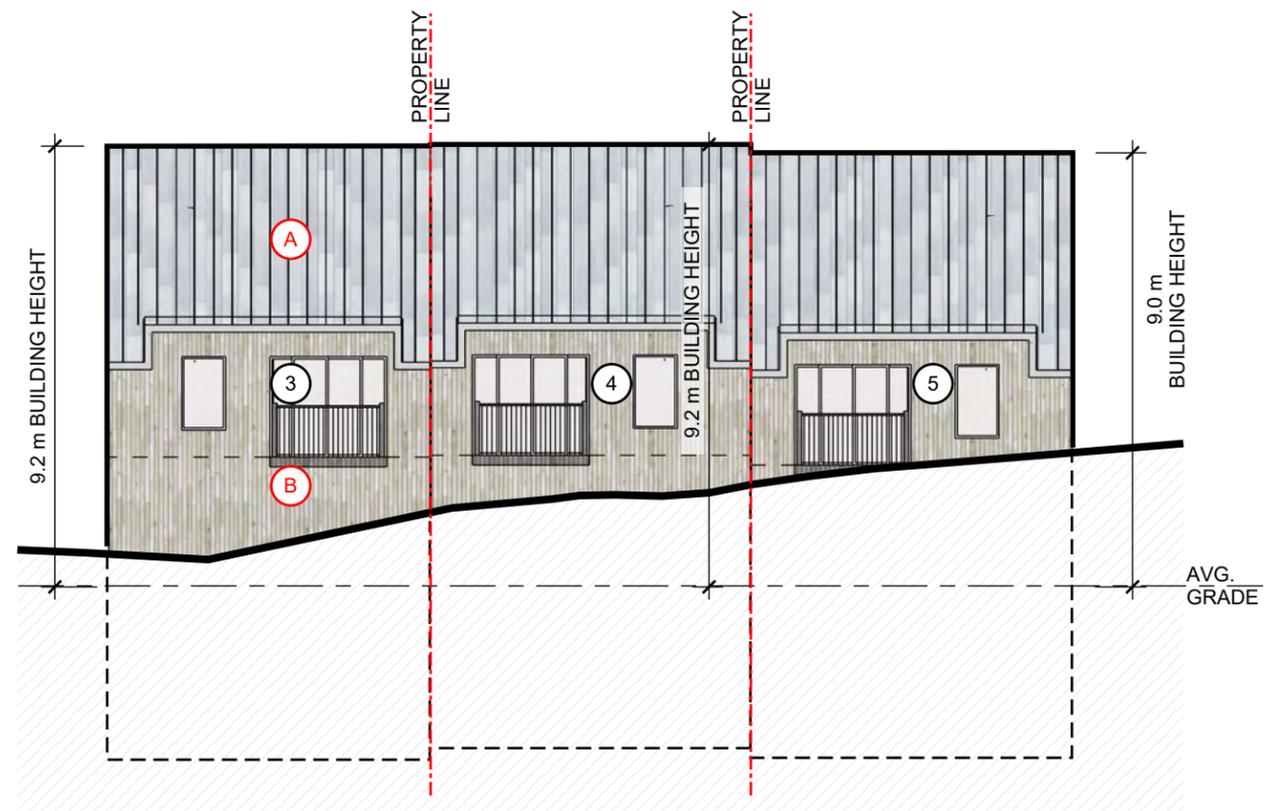
173 & 175 ST. MARGARET'S BAY ROAD / BUILDINGS 3-5 (TOWNHOME) ELEVATIONS



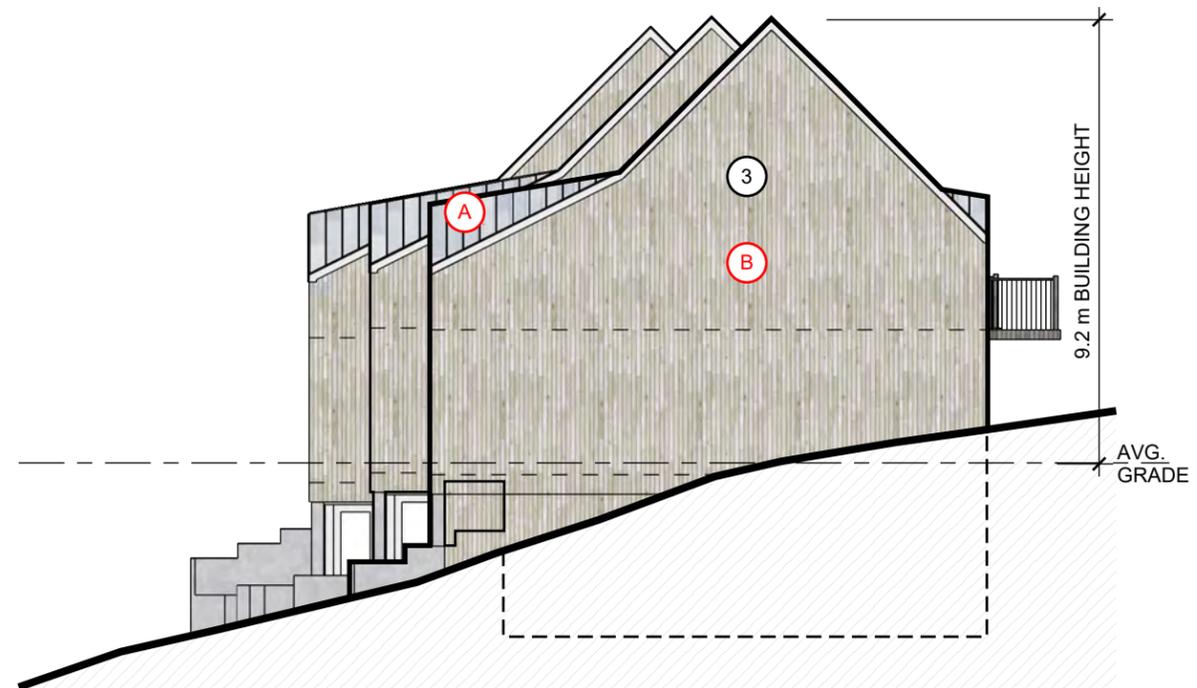
SOUTH ELEVATION



WEST ELEVATION



NORTH ELEVATION



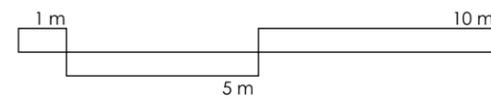
EAST ELEVATION

MATERIAL LEGEND

- A METAL ROOFING
- B WOOD SIDING OR SIM.

SCALE

1:150



NOTES

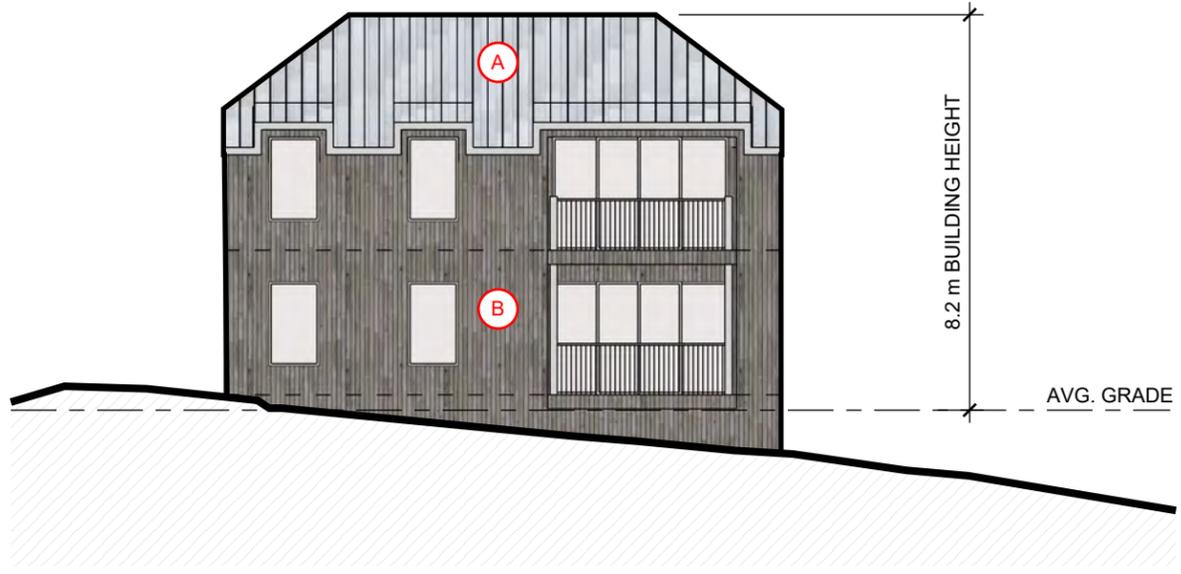
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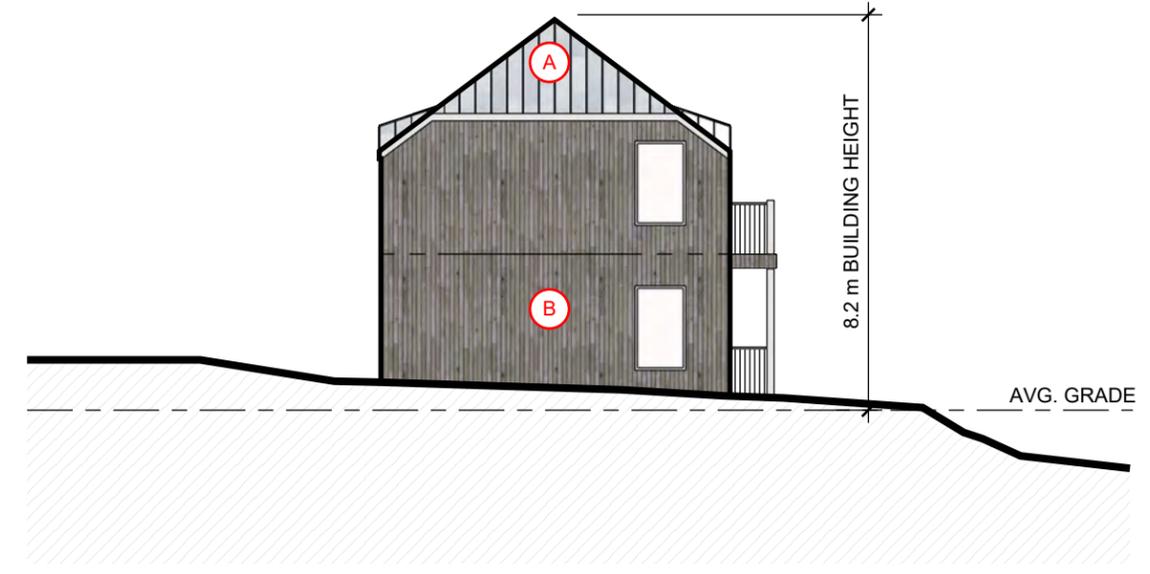
173 & 175 ST. MARGARET'S BAY ROAD / BUILDING 6 (DUPLEX) ELEVATIONS

MATERIAL LEGEND

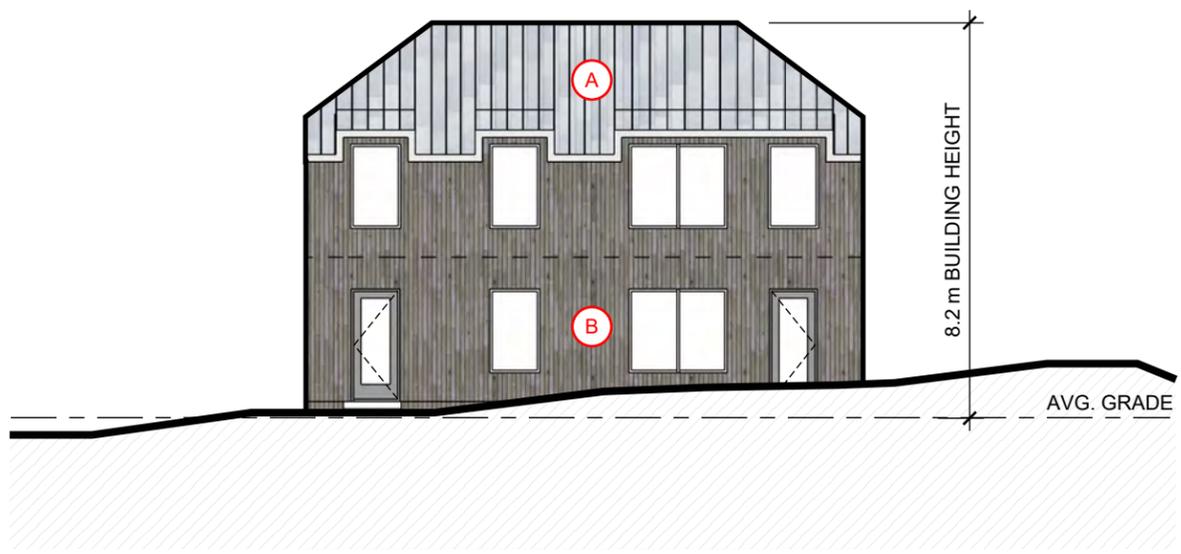
- A METAL ROOFING
- B WOOD SIDING OR SIM.



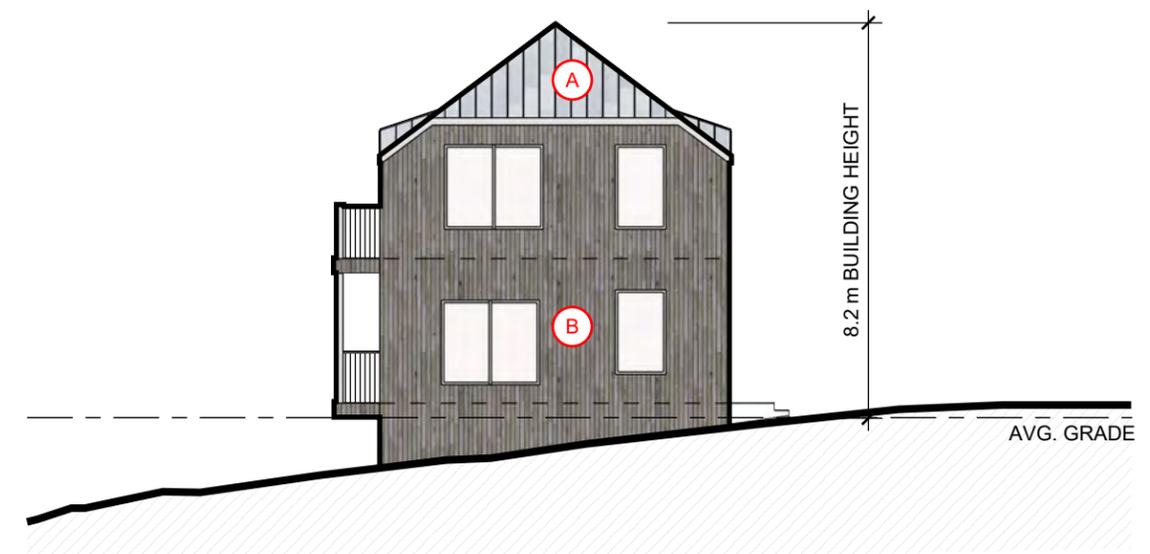
SOUTH ELEVATION



WEST ELEVATION



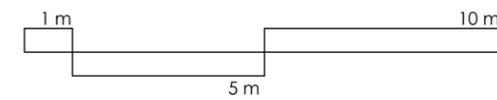
NORTH ELEVATION



EAST ELEVATION

SCALE

1:150



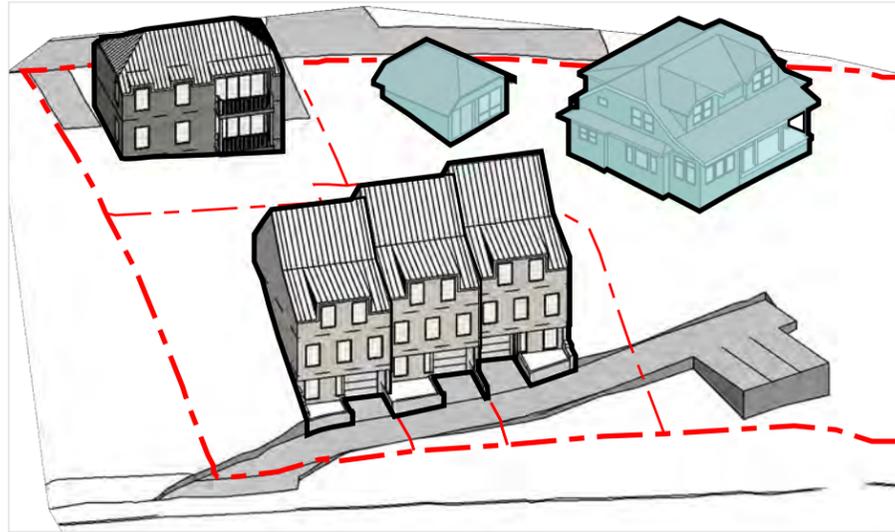
NOTES

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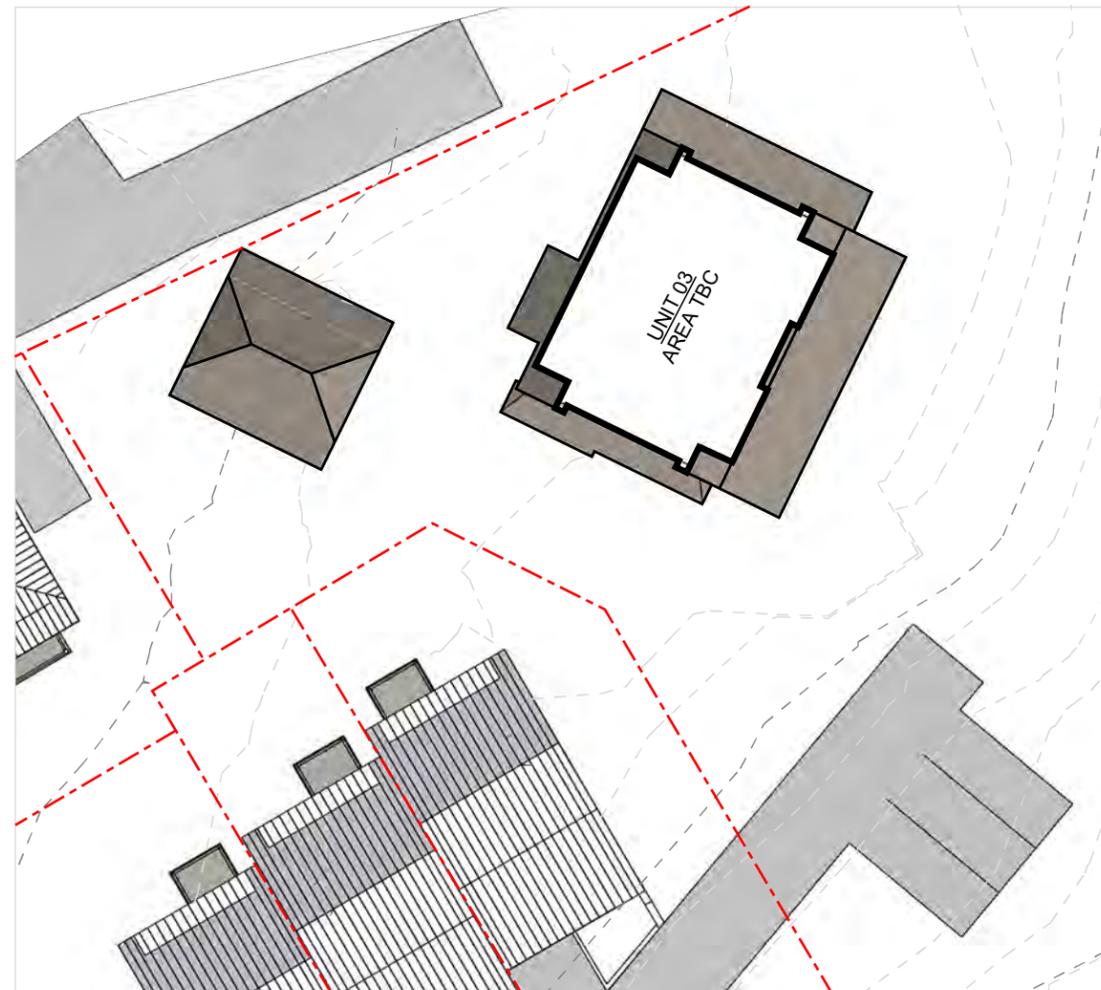
zzap.ca | architecture + planning

173 & 175 ST. MARGARET'S BAY ROAD / HERITAGE BUILDING FLOOR PLANS



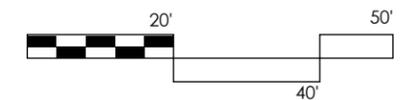
LEGEND

-  PROPERTY BOUNDARY
-  RESIDENTIAL ENTRANCE
-  VEHICULAR ENTRANCE



SCALE

1:300



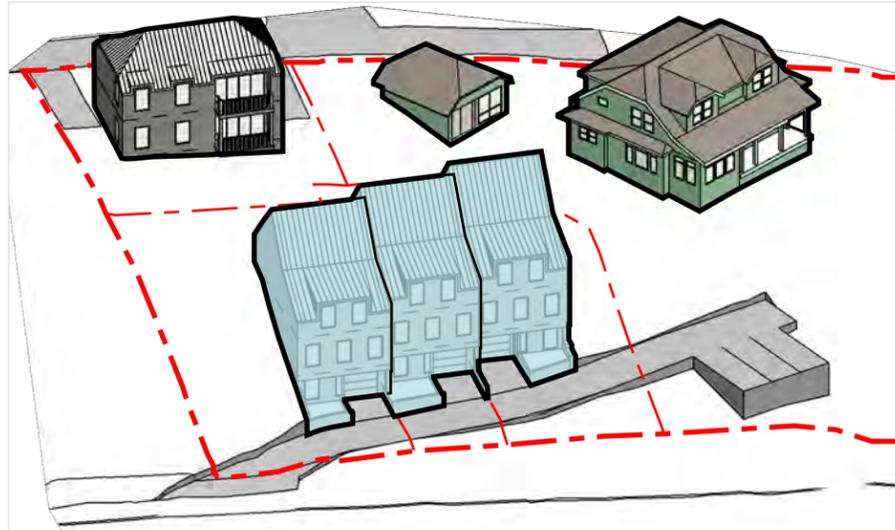
NOTES

- SITE SUBJECT TO SURVEY. PROPERTY LINES AND TOPOGRAPHIC FEATURES ARE APPROXIMATE ONLY
- \*ALL AREAS APPROXIMATE ONLY; TO BE CONFIRMED ON SITE
- RESIDENTIAL ENTRANCES TO BUILDINGS 1 AND 2 TO BE CONFIRMED ON SITE



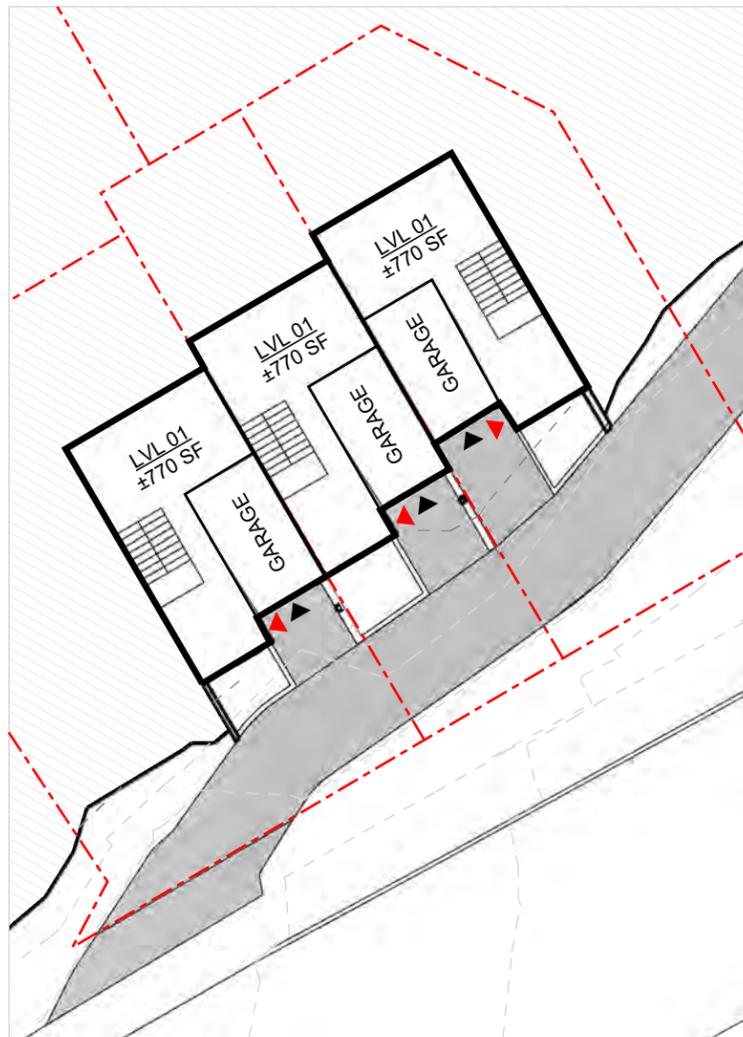
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173 & 175 ST. MARGARET'S BAY ROAD / TOWNHOME FLOOR PLANS



LEGEND

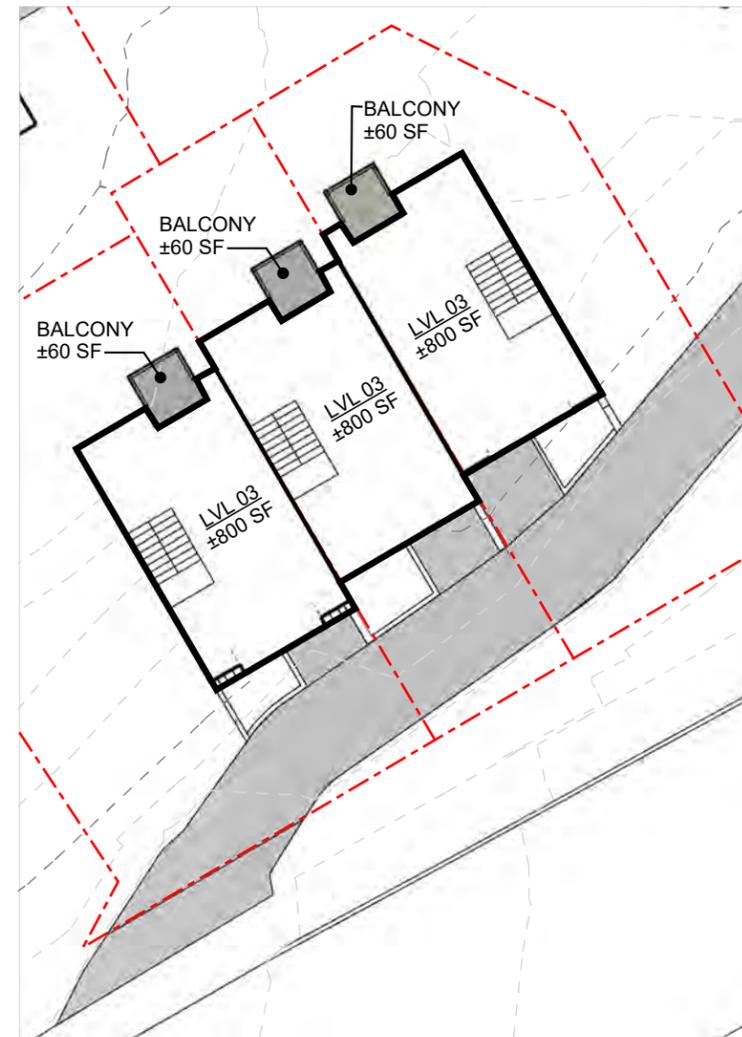
- - - PROPERTY BOUNDARY
- ▲ RESIDENTIAL ENTRANCE
- ▲ VEHICULAR ENTRANCE



LEVEL 01 FLOOR PLAN



LEVEL 02 FLOOR PLAN



LEVEL 03 FLOOR PLAN

SCALE

1:300



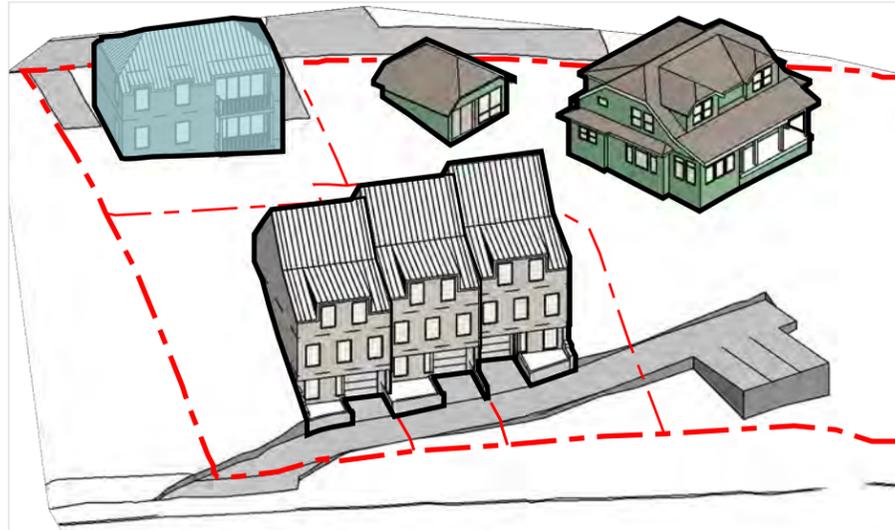
NOTES

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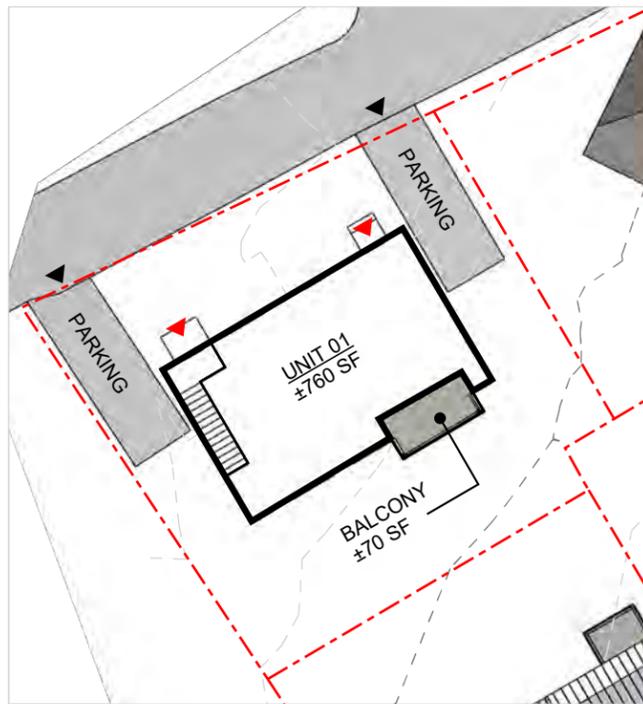
zzap.ca | architecture + planning

173 & 175 ST. MARGARET'S BAY ROAD / DUPLEX FLOOR PLANS

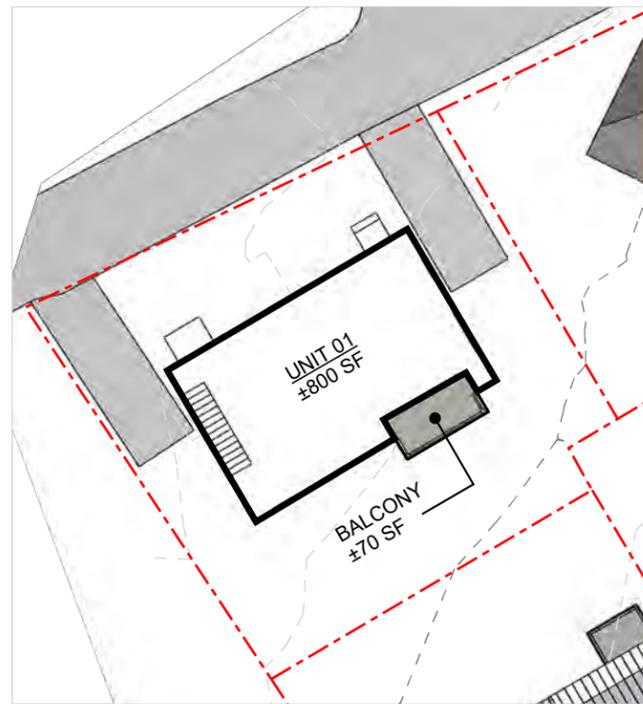


LEGEND

- - - - PROPERTY BOUNDARY
- ▲ RESIDENTIAL ENTRANCE
- ▲ VEHICULAR ENTRANCE



LEVEL 01 FLOOR PLAN



LEVEL 02 FLOOR PLAN

SCALE

1:300



NOTES

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**SCHEDULE D**  
LANDSCAPE PLAN



**LEGEND**

1. Parking spaces
2. Steps
3. Connecting walkways
4. New retaining walls
5. Steps in keeping with heritage vernacular
6. Buffer planting
7. Terraced Victorian Gardens
8. Renovated heritage gate
9. Driveway
10. Existing woodland to remain and to be improved by removing dead, dying or dangerous trees, planting new trees where possible especially to enhance views to and from the heritage house, Building 1.

**VIEWS**

-  Positive views to St.Margaret's Bay Road
-  Positive views to Building 1



## SCHEDULE E

### HERITAGE BUILDING SUMMARY

#### CRAIGMORE, 173-175 ST MARGARETS BAY ROAD, HALIFAX (c.1908)



#### Character-Defining Elements:

- One-and-a-half storey Arts and Crafts cottage style dwelling;
- Asymmetrical, three-bay front façade;
- Truncated gable roof with multiple pitches and returned eaves;
- Front pair of truncated gable roof dormers with returns, flanking a central shed dormer;
- Large rear hipped roof dormer;
- Wood shingle cladding with plain corner boards and frieze boards and simple window surrounds;
- Two brick chimneys;
- Wide front verandah with cornice, moulded frieze, plain Tuscan style columns, and balustrade;
- Wood-framed, mullioned windows, most with leaded upper sashes, including all front windows;
- Large, glazed solid-wood front door with side lights and beveled glass;
- Projecting western bay supported by large, carved wooden brackets; and
- Wrought-iron front gate bearing a "Craigmore" nameplate.

#### Heritage Value:

The Craigmore (173-175 St Margarets Bay Road, Halifax) was added to the Registry of Heritage Properties for the Halifax Regional Municipality in 2008. The property's heritage value is embodied in the 1.5-storey Arts and Crafts cottage-style dwelling, which was constructed circa 1909 by an unknown builder and first occupied by Margaret and Angus D. Macdonald. Angus Macdonald was partners with H. Bryant in a wholesale tea business, Bryant & McDonald Ltd., later working as a real estate agent for R. A. Brenton and serving as secretary and treasurer of Westmount Land Co. Ltd. Angus Macdonald died in 1925 and Margaret Macdonald continued to deal in real estate and reside at the home until her death in 1938. The home was sold to Victoria May Scouler, who resided there with her husband, Daniel Scouler (shipbuilder and general superintendent of the Halifax Shipyards), their son, Daniel Scouler Jr (mechanical engineer), and their daughter, Mary J. Scouler (secretary to a Halifax law firm). The dwelling is an excellent example of its style with a high level of heritage integrity according to original building plans.

# ATTACHMENT B

## PLANNING POLICY REVIEW

The following document reviews the policies which apply to Case HRTG-2023-00396: Application for a Heritage Development Agreement for a residential development at 173-175 St Margarets Bay Rd, Halifax.

The applicable policies which have been reviewed include:

- The *Standards and Guidelines for the Conservation of Historic Places in Canada, 2<sup>nd</sup> Ed.*
- Applicable policies of the *Halifax Regional Municipal Planning Strategy* (Regional Plan)
- Applicable Policies in the *Halifax Municipal Planning Strategy (MPS)*

### Standards and Guidelines

Standard	Staff Comments
<p><b>Standard 1</b> Conserve the heritage value of an historic place. Do not remove, replace or substantially alter its intact or repairable character defining elements. Do not move a part of an historic place if its current location is a character-defining element.</p>	<p>The development proposal will conserve the heritage value of the Craigmore and is not proposing any substantial alterations or removal of its character defining elements.</p>
<p><b>Standard 2</b> Conserve changes to an historic place that, over time, have become character-defining elements in their own right.</p>	<p>No character-defining elements which are Standard 2 character-defining (i.e. have become character-defining over time) will be substantially altered or removed.</p>
<p><b>Standard 3</b> Conserve heritage value by adopting an approach calling for minimal intervention.</p>	<p>The heritage building and its character defining elements will remain unchanged. Non-substantial alterations will include landscaping improvements and the rehabilitation of the existing front gate, replacing in-kind components too deteriorated to repair, and retaining the original nameplate. These non-substantial alterations align with an approach of minimal intervention.</p>
<p><b>Standard 4</b> Recognize each historic place as a physical record of its time, place and use. Do not create a false sense of historical development by adding elements from other historic places or other properties, or by combining features of the same property that never coexisted.</p>	<p>No features from other historic places or properties will be added/reused to lend a false sense of history.</p>
<p><b>Standard 5</b> Find a use for an historic place that requires minimal or no change to its character-defining elements.</p>	<p>The use of the existing historic building as a two-family residential use will remain unchanged, and thus requires no change to any character defining elements.</p>
<p><b>Standard 6</b> Protect and, if necessary, stabilize an historic place until any subsequent intervention is undertaken. Protect and preserve archaeological resources in place. Where there is potential for disturbing archaeological resources, take mitigation measures to limit damage and loss of information.</p>	<p>The historic building is in good condition and considered stable. Standard clauses requiring structural analysis and impact mitigation are written into the Development Agreement requirements prior to site work, should any blasting be required. The property has been identified by the Province of Nova Scotia as falling within a High Potential Zone for Archaeological Sites and the developer is required to contact the coordinator of the Special Places Program prior to disturbing the lands. This is regulated at the permitting stage.</p>
<p><b>Standard 7</b> Evaluate the existing condition of character-defining elements to determine the appropriate intervention needed. Use the gentlest means possible for any</p>	<p>Character-defining elements are not proposed to be substantially altered. The non-substantial alterations proposed align with an approach of minimal intervention and respect for the heritage value of the property.</p>

<p>intervention. Respect heritage value when undertaking an intervention.</p>	
<p><b>Standard 8</b>  Maintain character-defining elements on an ongoing basis. Repair character-defining elements by reinforcing their materials using recognized conservation methods. Replace in kind any extensively deteriorated or missing parts of character-defining elements, where there are surviving prototypes.</p>	<p>Replacement in kind will be used for extensively deteriorated or missing parts of character-defining elements (the wrought-iron gate). No substantial alterations are proposed, and no alterations of any kind are proposed for the heritage building itself.</p>
<p><b>Standard 9</b>  Make any intervention needed to preserve character-defining elements physically and visually compatible with the historic place and identifiable on close inspection. Document any intervention for future reference.</p>	<p>The rehabilitation of the front gate will be an in-kind replacement of the same design and materials as the original and retaining the original nameplate to ensure compatibility. The development agreement requires this rehabilitation to be documented and added to the municipality's heritage property file for future reference.</p>
<p><b>Standard 10</b>  Repair rather than replace character-defining elements. Where character-defining elements are too severely deteriorated to repair, and where sufficient physical evidence exists, replace them with new elements that match the forms, materials and detailing of sound versions of the same elements. Where there is insufficient physical evidence, make the form, material and detailing of the new elements compatible with the character of the historic place.</p>	<p>The rehabilitation of the deteriorated front gate will be an in-kind replacement of the same design and materials as the original and will retain the original nameplate.</p>
<p><b>Standard 11</b>  Conserve the <i>heritage value</i> and <i>character-defining elements</i> when creating any new additions to an <i>historic place</i> or any related new construction. Make the new work physically and visually compatible with, subordinate to and distinguishable from the historic place.</p>	<p>The proposal conserves the heritage value of the heritage building by retaining it and its character-defining elements and conserving and improving its relationship to the street and surroundings through the removal of dead and diseased trees and landscaping improvements which enhance the view of the heritage building as a landmark on a prominent hilltop location.</p> <p>The proposed new construction will be physically separate from the heritage building and will not impact any character-defining elements. The new construction achieves compatibility by taking design cues from the heritage building in its rooflines and use of dormer windows. The new construction achieves subordination through its modest scale and its positioning fully separate from the heritage building and off to the side, so as not to intrude on the sightlines between the heritage building and St Margarets Bay Road. Finally, the design of the new construction, while taking cues from the heritage building, maintains a distinctly modern design and remains physical separate to ensure distinguishability from the heritage building.</p>
<p><b>Standard 12</b>  Create any new additions or related new construction so that the essential form and integrity of an <i>historic place</i> will not be impaired if the new work is removed in the future.</p>	<p>The new construction is physically separate from the heritage building and thus does not impair the heritage building in any way if the new construction were to be removed in the future.</p>

## Halifax Municipal Planning Strategy (MPS)

<b>Policies 6.X Heritage Resources</b> Objective: The preservation and enhancement of areas, sites, structures, streetscapes and conditions in Halifax which reflect the City's past historically and/or architecturally.	
<b>Policy</b>	<b>Comments</b>
6.1 The City shall continue to seek the retention, preservation, rehabilitation and/or restoration of those areas, sites, streetscapes, structures, and/or conditions such as views which impart to Halifax a sense of its heritage, particularly those which are relevant to important occasions, eras, or personages in the histories of the City, the Province, or the nation, or which are deemed to be architecturally significant. Where appropriate, in order to assure the continuing viability of such areas, sites, streetscapes, structures, and/or conditions, the City shall encourage suitable reuses.	The proposed development will see the preservation of the heritage building and rehabilitation of its landscape features, including the character defining element of its front gate. Through landscaping improvements including the removal of dead and diseased trees, views of the heritage building will be enhanced.
6.1.1 The criteria by which the City shall continue to identify such areas, sites, structures, streetscapes and/or conditions identified in Policy 6.1 are set out in the official City of Halifax report entitled An Evaluation and Protection System for Heritage Resources in Halifax (City Council, 1978).	N/A
6.1.2 The City should designate those properties which meet the adopted criteria as registered heritage properties, heritage conservation areas, or heritage conservation districts and protect them within the terms of the Heritage Property Act and Land Use Bylaw. (RC-Jul 17/18; E-Nov 3/18)	N/A
6.2 The City shall continue to make every effort to preserve or restore those conditions resulting from the physical and economic development pattern of Halifax which impart to Halifax a sense of its history (RC-Oct 26/21;E-Nov 27/21).	The proposed development will see the preservation of the heritage building.
6.3 The City shall maintain or recreate a sensitive and complimentary setting for Citadel Hill by controlling the height of new development in its vicinity to reflect the historic and traditional scale of development.	N/A
6.4 The City shall attempt to maintain the integrity of those areas, sites, streetscapes, structures, and/or conditions which are retained through encouragement of sensitive and complementary architecture in their immediate environs.	The proposed development takes design cues from the heritage building in its rooflines and use of dormer windows as well as the development's modest scale, to remain sensitive and complementary to the heritage building, while simultaneously remaining distinct and of its time.
6.4.1 The City shall regulate the demolition and exterior alterations under the provisions of the Heritage Property Act, and should secure inducements for retention, maintenance and enhancement of registered heritage properties.	No substantial alteration nor demolition is proposed.
6.4.2 The City shall study the use of preservation easements and restrictive covenants to determine the extent to which they can be used in the preservation of registered heritage properties.	N/A

6.4.3 The City shall consider acquisition of registered heritage properties whenever acquisition is the most appropriate means to ensure their preservation.	N/A
6.4.4 The City shall organize and maintain a data bank on heritage conservation methods including data on costs, sources of funding, techniques, methods, and materials used on successful recycling or restoration projects, both for its own use and to encourage private sector involvement in heritage conservation.	N/A
6.5 The City shall budget an annual amount to ensure that a fund is available should purchase or other financial involvement be considered by the City for a registered heritage property. The specific terms of this budget are set forth in Policy 11.3.2 of this section of this Plan.	N/A
6.6 In the purchase or lease of space for its own use, the City shall first consider accommodation in designated heritage structures.	N/A
6.7 The City shall investigate the possibility of establishing Heritage Conservation Zones to protect heritage conservation areas, heritage conservation districts, and registered heritage streetscapes under the provisions of the Heritage Property Act and Halifax Regional Municipality Charter. The results of such investigation should be incorporated as amendments to this Plan and to the Land Use By-law. (RC-Jul 17/18; E-Nov 3/18)	N/A
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 in accordance with Policy CH-7A of the Halifax Regional Municipal Planning Strategy (RC-Oct 11/22;E-Nov 16/22).	The development proposal meets the requirements of Policy CH-7A as shown below.
<b>Policies 2.X Residential Environments</b>	
Objective: 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 Residential development to accommodate future growth in the City should occur on the Mainland and should be related to the adequacy of existing or presently budgeted services (RC – Oct 26/21; E – Nov 27/21).	The proposed development represents suburban infill development accommodating the future growth of the city within an existing serviced neighbourhood.
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 proposed development represents R-2 (duplex) and R-2T (townhouse) residential use, which is generally in keeping with the variable scale and intensity of the R-1, R-2, and R-3 uses found in the surrounding neighbourhood. No commercial uses are proposed thus Policies 3.1 and 3.2 do not apply.
2.4 Because the differences between residential areas contribute to the richness of Halifax as a city, and because different neighbourhoods exhibit different	The existing heritage building will be retained, and the siting, design, and scale of the proposed infill development seeks to ensure compatibility with the site and surrounding neighbourhood.

<p>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</p>	
<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>See above re: scale. No commercial use is proposed, thus Policies 3.1 and 3.2 do not apply.</p>
<p>2.4.2 In residential neighbourhoods alternative specialized housing such as shared housing, (RC-Aug 9/22;E-Sep 15/22) commercial uses such as daycare centres and home occupations; municipal recreation facilities such as parks; and community facilities such as churches shall be permitted. Regulations may be established in the land use by-law to control the intensity of such uses to ensure compatibility to surrounding residential neighbourhoods.</p>	<p>N/A</p>
<p>2.7 The City should permit the redevelopment of portions of existing neighbourhoods only at a scale compatible with those neighbourhoods. The City should attempt to preclude massive redevelopment of neighbourhood housing stock and dislocations of residents by encouraging infill housing and rehabilitation. The City should prevent large and socially unjustifiable neighbourhood dislocations and should ensure change processes that are manageable and acceptable to the residents. The intent of this policy, including the manageability and acceptability of change processes, shall be accomplished by Implementation Policies 3.1 and 3.2 as appropriate.</p>	<p>Staff find the proposed scale to be compatible with the surrounding neighbourhood housing stock. The proposal represents infill development and no residents are proposed to be dislocated as the current R-2 use of the heritage building is proposed to be maintained and no alterations are proposed to the heritage building.</p>
<p>2.10 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.</p>	<p>The development agreement regulates landscaping and parking ensuring the retention of as much wooded landscaped open space as possible and ensuring vehicles are not encroaching on sidewalks.</p>

**Regional Municipal Planning Strategy**

<p><b>CHAPTER 7: CULTURAL AND HERITAGE RESOURCES</b></p>	
<p><b>7.3 Protection of Heritage Resources</b></p>	
<p><b>Policy</b></p>	<p><b>Staff Comments</b></p>
<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</i></p>	<p>The proposed development includes the retention and preservation of the registered heritage property at 173-175 St Margarets Bay Road (Craigmore) and maintains its existing residential use.</p>

<p>value in both urban and rural areas and encourage their continued use.</p>	
<p><b>CH-7A</b>  <i>On any registered heritage property, or on a lot containing a registered heritage building located outside of the Regional Centre Secondary Plan Area, Downtown Halifax Secondary Plan Area or any establish Heritage Conservation District, Council may consider a development agreement for any development or change in use not otherwise permitted by the Land Use By-law. The purpose of this policy is to support the conservation and adaptive re-use of heritage properties and buildings. In considering such development agreement proposals, Council shall consider that:</i></p> <p><i>a) the development proposal maintains the heritage value of any registered heritage property of which it is part, including a registered heritage streetscape, heritage conservation district, or Cultural Landscape, and does not propose to demolish any registered heritage buildings that exist on the property;</i></p> <p><i>b) the impact on adjacent uses, particularly residential uses, is minimized in terms of intensity of use, scale, height, traffic generation, noise, hours of operation, and such other land use impacts as may be required as part of the development;</i></p> <p><i>c) the level of proposed investment in conservation measures on the property is generally proportional with the additional development rights provided through the agreement, especially in cases of new construction;</i></p> <p><i>d) the proposal is generally consistent with the other policies of the secondary plan area of which it is part, especially heritage policies.</i></p>	<p>a) The heritage value and character defining elements of the registered heritage property are proposed to be retained and will not be removed nor substantially altered. The registered heritage property is not proposed to be demolished.</p> <p>b) The new construction proposed consists of an additional six units, including three townhouses, one over-under duplex, and one backyard suite, all residential uses. The proposal is equivalent to or less than the as-of-right potential for the site and this Development Agreement is being pursued primarily to unlock the townhouse building typology to more sensitively and effectively use the site. The proposal has been reviewed by HRM Traffic Services, Parking Services, Fire Services, Land Development and Subdivision, Development Engineering, and Halifax Water and reviewers identify no anticipated issues with the impact of this proposal which must be addressed prior to decision. In response to public feedback, three new parking spaces have been relocated from Finch Lane to the shared driveway off St Margarets Road to further minimize the impact of traffic generation on the surrounding neighbourhood. In terms of scale the proposal is of a comparable scale to the heritage building and neighbouring dwellings.</p> <p>c) Whereas this proposal is of a scale and density equal to or lesser than the maximum as-of-right development potential of the subject site, any level of investment in the rehabilitation of character-defining elements (such as the wrought iron gate) and other elements such as the landscaping improvements would satisfy the requirement for proportional investment in conservation relative to the additional development rights awarded, as per the internal calculator used by staff to evaluate commensurate conservation investment.</p> <p>d) See Policies 6.X of the Halifax MPS above.</p>

**7.4 Development Abutting Registered Heritage Properties**

<b>Policy</b>	<b>Staff Comments</b>
<p><b>CH-16</b>  <i>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:</i></p>	<p>a) The new buildings employ a neutral colour palette, so as to help subordinate them to the heritage building and fine-scaled wood siding to complement the fine scaled wood shingle cladding of the heritage building. Design elements such as the truncated gable roof of the over under duplex and the multi-pitch gable roofs and dormer windows of the townhouses take direct inspiration from aspects of the heritage building.</p> <p>b) The siting of the new townhouses and duplex to the western side of the property maintains the</p>

<p>a) <i>the careful use of materials, colour, proportion, and rhythm established by surface and structural elements should reinforce those same aspects of the existing buildings;</i></p> <p>b) <i>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;</i></p> <p>c) <i>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:</i></p> <p>i) <i>incorporate fine-scaled architectural detailing and human-scaled building elements.</i></p> <p>ii) <i>reinforce, the structural rhythm (i.e., expression of floor lines, structural bays, etc.) of abutting federally, provincially or municipally registered heritage properties; and</i></p> <p>iii) <i>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;</i></p> <p>d) <i>the siting of new developments such that their footprints respect the existing development pattern by:</i></p> <p>i) <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</i></p> <p>ii) <i>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</i></p>	<p>prominence of the heritage building and its visual connection to the street, as well as conserving as much of the wooded hillside surrounding the heritage building as possible to maintain the impression of a landmark building amidst a wooded estate. The new townhouses and over-under duplex take clear design cues from aspects of the heritage building as explained above to ensure compatibility, while the neutral colour palette and contemporary design language ensure sufficient contrast and avoid outright imitation.</p> <p>c) (i) Fine-scaled detailing and human-scaled building elements are present in the articulation of the townhouses, the use of dormer windows and fine-scaled wood cladding in both the townhouses and over-under duplex, and the retention and adaptive re-use of the existing garage building as a backyard suite, which will retain its existing wood shingle cladding and truncated gable roof.</p> <p>(ii) The front façade of each townhome employs a two-bay over three bay structural rhythm inspired by the front façade of the heritage building with its dual truncated gable dormers above the three-bay front porch, presenting a unified streetscape.</p> <p>(iii) The scale of the new construction is comparable to the existing heritage building, with the height of the townhouses particularly mitigated by their positioning lower on the sloped property and cut into the side of the hill. Staff find the new construction does not project above the pedestrian realm.</p> <p>d) (i) Where the existing heritage building is positioned to best take advantage of the views offered by its location atop the hill, the new construction has been sited to mitigate its impact on the heritage building and its relationship to the property. In this instance, there is no coherent “streetwall” to be maintained. However, insofar as there can be any existing “streetwall” it will be maintained by the retention of as much existing wooded area along the front of the property as possible, as shown in the preliminary landscape plan.</p> <p>(ii) Same as above.</p> <p>e) The new buildings are not anticipated to unreasonably create shadowing effects.</p> <p>f) The prominence of the Heritage Building in this streetscape is maintained by the siting of the new construction, so chosen to ensure it does not detract from the heritage’s building’s prominence. The retention of treed open space in front of the heritage building and between the street line and shared driveway helps to substantially maintain the prevailing wooded streetscape.</p>
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<p style="text-align: center;"><i>existing front yard requirements would detract from the heritage values of the streetscape;</i></p> <p>e) <i>not unreasonably creating shadowing effects on public spaces and heritage resources;</i></p> <p>f) <i>complementing historic fabric and open space qualities of the existing streetscape;</i></p> <p>g) <i>minimizing the loss of landscaped open space;</i></p> <p>h) <i>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;</i></p> <p>i) <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;</i></p> <p>j) <i>having the proposal meet the heritage considerations of the appropriate Secondary Planning Strategy, as well as any applicable urban design guidelines; and</i></p> <p>k) <i>any applicable matter as set out in Policy G-14 of this Plan.</i></p>	<p>g) The landscape plan seeks to retain as much of the existing landscaped open space as possible while introducing new buffer planting and gardens enhancing this space.</p> <p>h) Parking is provided by way of interior garages for the townhomes, and two single-vehicle parking spaces for the over-under duplex, obscured by retained woodland reducing the visual prominence of the parking garage entrance and ensuring the registered heritage building remains the most visually prominent element of the streetwall.</p> <p>i) As the new construction is physically separate to the heritage building, the impact of new utility equipment is minimal and any impact is mitigated by Heritage DA's architectural and screening requirements.</p> <p>j) Proposal has been reviewed under the Halifax SMPS and Halifax Mainland LUB.</p> <p>k) N/A.</p>
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# ATTACHMENT C:

## CASE HRTG-2023-00396 – PUBLIC ENGAGEMENT SUMMARY

### Overview

Staff requested input on Case HRTG-2023-00396 via a page on the municipal website, signage posted on the subject site, and a fact sheet mailout distributed to owners and residents within an 80-metre radius in November of 2023 which sought to inform them of the proposal and solicit their feedback. Staff received **thirteen** (13) total responses regarding the applicant's proposed development including five (5) responses prior to the mailout's distribution and eight (8) responses following the mailout's distribution.

- One respondent expressed **general support** for the proposal.
- Two respondents expressed **qualified support** for the proposal (support with concerns over certain aspects of the proposal)
- Ten respondents expressed **predominantly concerns** regarding the proposal.

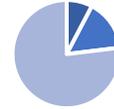
### Response Summary

Prior to mailout distribution, five responses were received via phone or email, four of which were expressing concern over the three new proposed parking spaces, which at that time were shown to be fronting on Finch Lane, with two expressing concern the potential loss of trees. Following mailout distribution, eight more responses were received via phone and email, which are summarized below:

- Respondent expressed opposition to the aesthetics of the proposal, suggesting that the new buildings were not architecturally in keeping with the styling cues of the Arts and Crafts heritage building, they acknowledged the ongoing housing crisis but questioned the financial motives of the property owner, noting a lack of affordable housing.
- Respondent wished to express interest in acquiring the greenhouse on the property and also expressed opposition to the blocking of neighbours' views and to the architectural design of the new buildings.
- Respondent expressed concern over the number of driveways proposed on Finch Lane; the loss of trees and resultant privacy and environmental impacts; and the impacts on neighbouring properties regarding quality of life and property values.
- Respondent expressed no objections to the proposal and had only a question about the removal of dangerous trees and improvement of the existing grading.
- Respondent expressed concern over the loss of trees and for the increased traffic resulting from the proposed five parking spaces fronting on Finch Lane.
- Respondent expressed concern over the number of parking spaces proposed to front on Finch Lane, the proposed infrastructure connections, and the Traffic Impact Statement.
- Respondent expressed appreciation for various elements of the application; however, they expressed concern for the number of new driveways proposed on Finch Lane and preferred for these spaces to be accessed from St Margarets Bay Road. They also expressed concern over potential blasting to facilitate the construction of the townhomes into the hillside.
- Respondent expressed that they felt the proposal fits the area, but expressed concern over the parking spaces proposed on Finch Lane and preferred it to be accessed from St Margarets Bay Road. They also expressed concern about the water main six inches below the surface of Finch Lane.

**Note:** In response to public engagement, the applicant has revised the parking layout.

### Respondent Overview



- General Support
- Qualified Support
- Predominantly Concerns