

HALIFAX

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

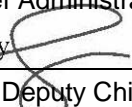
Item No. 14.1.7
Halifax Regional Council
December 13, 2016

TO: Mayor Savage and Members of Halifax Regional Council

Original Signed by 

SUBMITTED BY:

Jacques Dubé, Chief Administrative Officer

Original Signed by 

Jane Fraser, Acting Deputy Chief Administrative Officer

DATE: December 5, 2016

SUBJECT: **Case 20806: Incentive or Bonus Zoning Agreement - Mixed-Use
Development at 1509 and 1511 Queen Street, Halifax**

ORIGIN

- November 10th, 2016 Design Review Committee approval of the qualitative elements of the substantive site plan application for the mixed-use development bounded by Spring Garden Road, Queen Street, Doyle Street and Brunswick Street; and
- Construction Permit application No.157163.

LEGISLATIVE AUTHORITY

- *Halifax Regional Municipality Charter:*
 - Section 245A(1): Where a municipal planning strategy so provides, a land-use by-law may provide for incentive or bonus zoning agreements respecting the HRM by Design Downtown Plan Area;
 - Section 245B(1): The Council may, by resolution, adopt or amend an incentive or bonus zoning agreement; and
 - Section 245C(1): An incentive or bonus zoning agreement is in effect until discharged by the Council.
- Section 12, Downtown Halifax Land Use By-law (LUB) (Attachment B)

RECOMMENDATION

It is recommended that Halifax Regional Council adopt, and authorize the Mayor and Clerk to enter into and execute, the Incentive or Bonus Zoning Agreement as provided in "Attachment A" of this report for the mixed-use development at 1509 and 1511 Queen Street, Halifax.

BACKGROUND

The applicant proposes to develop a 7 storey mixed use building bounded by Spring Garden Road, Queen Street, Doyle Street and Brunswick Street. The applicant has demolished the existing buildings on site and the lands have been excavated to prepare them for building construction.

The following major elements of the proposal have been specifically highlighted by the applicant:

- Ground floor retail-commercial and restaurant uses;
- Office and retail uses on the second floor;
- 107 dwelling units on floors 3-7;
- A restaurant/bar on the seventh floor with rooftop access;
- Underground parking with 209 vehicular parking spaces providing both private parking for the dwelling units and accessible public parking available to the Spring Garden Road Commercial District. The underground parking is to be accessed from Doyle Street; and
- Prominent exterior building materials that include high transparency storefront glass in aluminium frame, grey tinted curtain wall vision glass in aluminium frame with grey tinted spandrel glass, precast concrete panels with a limestone finish, phenolic panels, and aluminium wood grain finish siding.

Proposed Public Benefit

Within the Downtown Halifax Plan Area, maximum permitted building heights may only be attained when a developer provides a public benefit. Where a public benefit is not provided, the developer may only build to a lower building height. This approach is often referred to as “density bonusing” but is enabled under the *Halifax Regional Municipality Charter* as “bonus zoning.” A list of eligible public benefits is found in subsection 12(7) of the LUB (Attachment B).

The proposed project exceeds the pre-bonus height of 22 metres for a portion of the seventh floor, therefore a post-bonus height agreement is required. The proposed public benefit includes undergrounding of overhead electrical and communication distribution systems along the Doyle Street and Brunswick Street frontages. It is expected that this will improve aesthetic of the streetscape in this area and provide for a more positive pedestrian experience.

Role of Design Review Committee, Development Officer & Council

Under clause 4(13)(c) of the LUB, the Design Review Committee (DRC) is responsible to provide the Development Officer with advice on matters pertaining to bonus zoning in relation to substantive site plan approvals. The DRC’s advice is provided in the form of a recommendation on the public benefit category for the development at the time the Committee makes its decision on the substantive site plan application.

The Development Officer is responsible for determining if a proposal meets the land use and built form requirements of the LUB. Subsection 12(9) of the LUB requires that prior to the issuance of a development permit requiring a public benefit; the developer must enter into an agreement with the Municipality to specify the terms and conditions by which the public benefit is to be provided.

The *Halifax Regional Municipality Charter* requires Council approval of the adoption of an incentive or bonus zoning (public benefit) agreement. This report seeks to obtain Council’s approval of the agreement.

DISCUSSION

The LUB requires projects that exceed the maximum pre-bonus height limitations provide a public benefit as part of the project. In this case, the developer proposes that the public benefit contribution be in the form of undergrounding of overhead electrical and communication distribution systems along the Doyle Street and Brunswick Street frontages. The DRC recommended that the Development Officer accept the provision of undergrounding of overhead electrical and communication distribution systems as the public benefit for the project. Specifically, their motion in this regard is as follows:

*“MOVED BY Rob LeBlanc, seconded by Matt Neville, that the Design Review Committee:
4. Recommend that the Development Officer accept the undergrounding of overhead electrical and communication distribution systems as the post-bonus height public benefit for the development. MOTION PUT AND PASSED”*

Value of the Public Benefit

The LUB lists the required public benefit categories, and establishes a public benefit value that is the equivalent of \$4.47¹ for every 0.1 square metres of gross floor area created by extending above the pre-bonus height. The maximum pre-bonus height for the project is 22 metres and the maximum post-bonus height is 28 metres. A portion of the seventh floor at the west end of site extends approximately 1.5 m above the pre-bonus height limit. The gross floor area to be gained with this increase is approximately 453.7 square metres. A calculation of the value of the required public benefit is approximately \$20,280.

The applicant has indicated that the cost of placing the wires underground is \$643,000. This estimate includes the excavation, concrete duct banks and rock breaking, electrical and civil work as well as paying the utilities (Bell Aliant, Eastlink and Nova Scotia Power) to do underground work. The applicant will also be installing a new lighting system on Doyle Street, and resurfacing Doyle Street both of which are not included in the above estimate.

The proposal from the developer to provide \$643,000 in value relative to undergrounding of overhead electrical and communication distribution systems exceeds the LUB's minimum public benefit requirement. Therefore, staff recommend that Regional Council adopt, by resolution, the Incentive or Bonus Zoning Agreement as provided in Attachment "A" of this report for the mixed-use development located 1509 and 1511 Queen Street, Halifax.

FINANCIAL IMPLICATIONS

The HRM costs associated with processing this application can be accommodated within the approved operating budget for C420 Subdivision & Land Use.

RISK CONSIDERATION

There are no risks associated with the recommendation contained within this report.

COMMUNITY ENGAGEMENT

Community Engagement as described by the Community Engagement Strategy is not applicable to the public benefit contribution component of the site plan approval process.

¹ Amount adjusted in 2015 as per the Statistics Canada, Province of Nova Scotia Consumer Price Index

ENVIRONMENTAL IMPLICATIONS

None identified.

ALTERNATIVE

1. Regional Council may choose not to enter into the Incentive or Bonus Zoning Agreement as provided in "Attachment A" of this report. This would delay construction of the project as scheduled, necessitate further submissions by the developer, and require advisement by the Design Review Committee, as well as a supplementary report from staff.

ATTACHMENTS

Attachment A	Incentive or Bonus Zoning Agreement
Attachment B	Section 12 (7) of the LUB Public Benefit Categories

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

Report Prepared by: Stephanie Norman, Planner II, 902.490.4843
Sean Audas, Development Officer/Principal Planner, 902.490.4402

Report Approved by: _____
Kelly Denty, Manager, Current Planning, 902.490.4800

Legal Approval by: _____
John Traves, Q.C. Director, Legal, Insurance and Risk Management Services
902.490.4226

Report Approved by: _____
Bob Bjerke, Chief Planner and Director, Planning & Development, 902.490.1627

Original Signed

Attachment A – Incentive or Bonus Zoning Agreement

THIS AGREEMENT made this ____ day of _____, A.D., 2016.

BETWEEN:

WESTWOOD DEVELOPMENTS LTD., a body corporate,

(hereinafter called the “Developer”)

OF THE FIRST PART

- and -

HALIFAX REGIONAL MUNICIPALITY, a body corporate,

(hereinafter called the “Municipality”)

OF THE SECOND PART

WHEREAS the Developer is the owner of the Property and has proposed a Development that exceeds the maximum pre-bonus height identified on Map 4 of the Land Use By-law;

AND WHEREAS Section 12 of the Land Use By-law requires that a Public Benefit be provided on the Property being developed for all or part of any storey of the Development above the Pre-Bonus Height;

AND WHEREAS it is feasible to provide the Public Benefit required by the Land Use By-law on the Property being developed;

AND WHEREAS on November 10th, 2016 the Design Review Committee approved the Development and recommended to the Development Officer of the Municipality the acceptance of undergrounding of overhead electrical and communication distribution systems as the Public Benefit for the Development;

AND WHEREAS by approving this Agreement, the Council of the Municipality has accepted undergrounding of overhead electrical and communication distribution systems as the Public Benefit for the Development;

WITNESS THAT in consideration of the benefits accrued to each Party from the mutual promises and covenants herein contained and the sum of \$1.00 now paid by the Developer to the Municipality (the receipt and sufficiency of which is hereby acknowledged), the Parties hereto agree as follows;

Definitions

1. In this Agreement all words shall carry their ordinary meaning except those defined in the Land Use By-law and, unless the context otherwise requires, the following words shall have the following meanings:

- (a) “Council” means the Council of the Municipality;
- (b) “Development” means a seven (7) storey mixed use residential building on the Property;
- (c) “Employee” includes all the agents, servants, employees and officers of the Municipality;
- (d) “Land Use By-law” means the *Downtown Halifax Land Use By-law*, as amended from time to time;
- (f) “Property” means the land(s) comprising the site where the Public Benefit is to be provided being 1509 and 1511 Queen Street, Halifax, Nova Scotia, known as PID 00077149, PID 00473710, PID 40637738, PID 00077131, PID 00077123, PID 00077115, and PID 41442211 (street parcel) the said lands being recorded at the Land Registration Office for the Halifax Regional Municipality as document numbers 81013733, 81013733, 101596162, 101596162, 91021650, 91021650 and 109926056 and more particularly set out in Schedule “A” attached hereto; and
- (g) “Public Benefit” means:
 - (i) one or a combination of the public benefits provided by the Developer pursuant to subsection 12(7) of the Land Use By-law; and
 - (ii) as agreed to by the Parties pursuant to section 2 of this Agreement.

Public Benefit

2. The Parties agree that the Developer will institute undergrounding of overhead electrical and communication distribution systems as the Public Benefit required under subsections 12(1) and 12(7) of the Land Use By-law for the Property.

3. The Developer agrees to provide the Public Benefit in accordance with Schedule “B” in exchange for exceeding the Maximum Pre-Bonus Height for the Property.

Term of Agreement

4. This Agreement is in effect until discharged by Council.

Reporting of Public Benefit

5. Prior to the issuance of the Occupancy Permit, the Developer agrees to provide a report to a Development Officer of the Municipality confirming that the Public Benefit has been completed.

Benefit

6. The Developer agrees:
 - (a) to install, construct and maintain the Public Benefit:
 - (i) at its own cost;
 - (ii) in a good and workmanlike manner;
 - (iii) in accordance with all the drawings, attached as Schedule "C";
 - (iv) as sustainable building practises; and
 - (v) in compliance with all applicable laws; and
 - (b) to complete construction of the Public Benefit which shall be completed at the time of the issuance of the first Occupancy Permit on the Property pursuant to the *Building By-law* (HRM By-law B-201).

Restoration of Public Benefit During The Term of the Agreement

7. If, at any time during the term of this Agreement:
 - (a) any of the Public Benefit fails to function or fails to function properly, in whole or in part, or
 - (b) the Development Officer determines that any repairs to the Public Benefit are required to ensure that the Public Benefit does and will continue to function properly,

the Developer shall, within thirty (30) calendar days after receipt of notice, in writing, from the Development Officer, make such repairs or alterations as may be required, and if the Developer fails to do so, the Municipality may make such repairs or alterations.

8. If the Municipality undertakes any repairs or alterations, the Developer shall be responsible for the whole and entire cost thereof and the Developer shall reimburse the amount expended by the Municipality within fourteen (14) calendar days after a demand therefor by the Municipality.

Release and Indemnity

9. The Developer hereby agrees to assume, and does hereby assume, any and all liability and agrees to indemnify, protect and save and keep harmless the Municipality and its Employees from and against any and all liabilities, obligations, losses, damages, penalties, proceeding,

claims, actions (including negligence and wrongful death), suits, costs and expenses (including legal expenses) of whatsoever kind and nature imposed or assumed by, incurred by or asserted against the Municipality, or its Employees, in any way relating to or arising out of the failure by the Developer to observe, fulfill or perform any agreement, condition, covenant, obligation, promise, provision, representation or warranty contained in this Agreement to be observed, fulfilled or performed by the Developer, required by the Municipality, or resulting from the breach of any agreement, condition, covenant, obligation, promise, provision, representation or warranty contained herein on the part of the Developer.

GENERAL PROVISIONS

Costs, Expenses, Liabilities and Obligations

10. 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 Property.

Applicability of Laws

11. This Agreement shall be construed pursuant to the laws of the Province of Nova Scotia.

12. Nothing in this Agreement shall exempt or be taken to exempt the Developer, the owner of the Property or any other person from complying with the requirements of any by-law of the Municipality applicable to the Property or any statute or regulation of the Provincial or 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 Property.

Schedules

13. The following Schedules shall form part of this Agreement:

- Schedule "A" - Legal Description of the Property
- Schedule "B" - Post Bonus Cost Estimates
- Schedule "C" - Drawings

Amendments

14. This Agreement may only be amended with the mutual consent of the Developer and the Council of the Municipality.

Conflict

15. Where the provisions of this Agreement conflict with those of any by-law of the Municipality applicable to the Property or any provincial or federal statute or regulation, the higher or more stringent requirements shall prevail.

16. 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.

Provisions Severable

17. 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.

Registration and Subsequent Owners

18. 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.

19. This Agreement shall run with the land and be binding upon the Parties hereto, their heirs, administrators, executors, successors, assigns, mortgagees, lessees and all subsequent owners.

20. Upon the transfer of title to any part of the Property, the subsequent owner(s) thereof shall observe and perform all the terms and conditions of this Agreement to the extent applicable to the transferred part of the Property.

Discharge of Agreement

21. If the Developer fails to complete the Development after **three (3)** years from the date of registration of this Agreement at the Registry of Deeds or Land Registration Office, Council may review this Agreement, in whole or in part, and may:

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

22. Council may, at any time, review this Agreement, in whole or in part, and may:

- (a) negotiate a new Agreement; or
- (b) discharge this Agreement.

Breach of Agreement and Failure to Comply

23. The Developer agrees that:

- (a) any Employee appointed by the Municipality to enforce this Agreement shall be granted access onto the Property during all reasonable hours without obtaining consent of the Developer; and

(b) upon receiving written notification from an Employee to inspect the interior of any building located on the Property, the Developer agrees to allow for such an inspection during any reasonable hour within twenty-four hours of receiving such a request.

24. If the Developer fails to observe, fulfill or perform any agreement, condition, covenant, obligation, promise, provision, representation or warranty of this Agreement after the Municipality has given the Developer thirty (30) calendar 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 Property and perform any of the agreement, condition, covenant, obligation, promise, provision, representation, or warranty contained in this Agreement or take such remedial action as is considered necessary to correct a breach of this Agreement, whereupon all reasonable expenses whether arising out of the entry onto the Property or from the performance of the agreement, condition, covenant, obligation, promise, provision, representation or warranty, or any other remedial action, shall be a first lien on the Property and be shown on any tax certificate issued under the *Assessment Act*; and

(c) 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.

Time

25. Time shall be of the essence in this Agreement.

THE REST OF THIS PAGE IS BLANK.

IN WITNESS WHEREOF the parties have executed this agreement as of the day and year first above written.

SIGNED, SEALED AND DELIVERED in

WESTWOOD DEVELOPMENTS LTD

the presence of

Per: _____

Name:

Office held:

Per: _____

Name:

Office held:

Witness

SEALED, DELIVERED AND

HALIFAX REGIONAL MUNICIPALITY

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

Per: _____

Mayor

Witness

Per: _____

Clerk

Witness

Schedule A - Property Description

LANDS OF WESTWOOD DEVELOPMENTS LIMITED SPRING GARDEN ROAD, BRUNSWICK STREET, DOYLE STREET, QUEEN STREET, HALIFAX, NS

PID 00077149

All those certain lots of land, numbers six, seven and eight, bounded on the south by Spring Garden Road, and measuring thereon ninety feet;

On the West by Queen Street and measuring thereon one hundred and eighteen feet and nine inches, more or less, or from street to street;

On the North by Doyle Street, and measuring thereon one hundred and thirty four feet more or less;

And on the East by Lot Number Five, formerly the property of the late Edward Shields, and measuring thereon one hundred and ten feet at right angles with Spring Garden Road, as shown on plan of said lots on record and dated April 6th, 1870, signed by C.W. Fairbanks.

PID 00473710

All that certain lot, piece or parcel of land being Lot number Five (5) on a plan of the Old Poores Asylum (Old Poor House on plan) lands in the south suburbs of the said City of Halifax which plan has been duly recorded at the Office of the Registrar of Deeds in and for said County of Halifax, which lot is more particularly described as follows:

Bounded on the south by Spring Garden Road and measuring thereon thirty feet;

On the East by Lot Number four now of lately the property of Redmond Donahue and measuring thereon one hundred and ten feet;

On the North by Doyle Street and measuring thereon thirty feet;

AND on the West by Lot Number Six purchased by one Henry N. Paint and measuring thereon one hundred and ten feet.

PID 40637738

ALL that lot of land formerly conveyed to Redmond Donahoe by the Commissioners of the Hospital and Poor Asylum by Deed dated the 6th day of April, 1870 and laid down on a plan of certain lands which the said Commissioners were directed to sell and which lot is in the said Deed described as follows:

ALL that lot, piece and parcel of land being lot number four on the plan of division situate in the south suburbs of the said City of Halifax, Nova Scotia, described as follows:

Bounded on the South by Spring Garden Road and measuring thereon 30 feet;

On the East by John Brookfield Lot Number 3 and measuring thereon 110 feet;

On the North by Doyle Street and measuring thereon 30 feet;

PID 00077131

ALL that lot, piece and parcel of land being lot numbered three on the plan of the Poor Asylum lots in the said City of Halifax, Nova Scotia, described as follows:

Bounded on the East by lot number two, formerly the property of Henry Peters and measuring thereon 110 feet more or less;

THENCE westwardly on Doyle Street 30 feet more or less;

THENCE southwardly on lot number 4 formerly the property of Redmond Donahoe, 110 feet more or less to Spring Garden Road;

THENCE on said Road 30 feet or to said Henry Peters lot.

PID 00077123

All that certain lot, piece and parcel of land situate, lying and being on the north side of Spring Garden Road in the City of Halifax, and more particularly described as follows:

Beginning at a point on the north side line of Spring Garden Road distant 42 feet five and a half inches from the intersection of the western side line of Hastings Street with the northern side line of Spring Garden Road, being the southwestern angle or corner of a lot conveyed by the heirs of the late Henry Peters to Mary Kavanaugh by Deed dated the 1st day of November, 1894;

Thence running north along the western side line of the said property conveyed to Mary Kavanaugh as aforesaid 110 feet or to the southern side line of Doyle Street;

Thence running westerly along the said southern side line of Doyle Street 21 feet four inches or to the western boundary of the lot of land conveyed by the Commissioners of the Hospital and Pooors Asylum to the late Henry Peters by deed dated the 6th day of April, 1870;

Thence running southerly along the said western boundary of the said lot of land conveyed to the late Henry Peters as aforesaid 110 feet or to the northern side line of Spring Garden Road aforesaid;

Thence running easterly along the northern side line of Spring Garden Road 21 feet six and a half inches more or less or to the place of beginning;

Being a portion of the said property conveyed to the said Henry Peters as aforesaid by Deed dated the 6th day of April, 1870, and duly recorded in the Registry of Deeds at Halifax in Book 170, Page 533 et siguenda.

PID 00077115

ALL that certain lot piece and parcel of land situate lying and being on the North side of Spring Garden Road in the said City of Halifax and more particularly described as follows:

BEGINNING at the point formed by the intersection of the Western side line of Hastings Street with the Northern side line of Spring Garden Road;

THENCE running North along the said western side line of Hastings Street one hundred and ten feet or to the southern side line of Doyle Street;

THENCE running westerly along the said southern side line of Doyle Street twenty one feet four inches;

THENCE running southerly in a line parallel with the said western side line of Hastings Street and following the fence and division line between the premises and dwellings numbers 45 and 49 (formerly 7 and 9) Spring Garden Road one hundred and ten feet or to the northern side line of Spring Garden Road aforesaid;

THENCE running easterly along the northern side line of Spring Garden Road twenty one feet six and one half inches or to the place of beginning being a portion of the property conveyed to the said Henry Peters during his life time by deed dated the sixth day of April A.D. 1870, and duly recorded in the Registry of Deeds at Halifax in Book 170 pages 533 et sequiter;

ALSO ALL that certain lot, piece and parcel of land situate, lying and being on the north side of Spring Garden Road in the said City of Halifax and more particularly described as follows:

BEGINNING at a point on the north side line of Spring Garden Road distant twenty-one feet six and one half inches from the intersection of the western side line of Hastings Street with the northern side line of Spring Garden Road being the southwest angle or corner of the lot conveyed by the executors and trustees of the estate of the late Henry Peters to Margaret Donahoe by deed dated the first day of November A.D., 1894;

THENCE running north along the western side line of the said property conveyed to Margaret Donahoe as aforesaid one hundred and ten feet or to the southern side line of Doyle Street;

THENCE running westerly along the said southern side line of Doyle Street twenty-one feet four inches;

THENCE running southerly in a line parallel with the said western side line of the said property conveyed to Margaret Donahoe as aforesaid and following the fence and division line between the premises and dwellings formerly numbers nine and eleven Spring Garden Road one hundred and ten feet or to the northern side line of Spring Garden Road aforesaid;

THENCE running easterly along the northern side line of Spring Garden Road twenty feet eleven inches or to the place of beginning, being a portion of the property conveyed to the said Henry Peters during his lifetime by deed dated the 6th day of April A.D. 1870 and duly recorded in the Registry of Deeds at Halifax in Book 170 pages 433 et sequentia;

AND BEING the same property conveyed by Maurice Kavanagh to A. Ruth Kavanagh by deed dated the day of October 1919 and recorded at the Registry of Deeds in Halifax in book 508 page 921 and by deed dated the day of October 1919 conveyed by John Thomas Kavanagh to A. Ruth Kavanagh in Halifax at the Registry of Deeds in Book 503 page 73.

PID 41442211

ALL that parcel of land situated West of Brunswick Street and Northeast of Queen Street in Halifax, County of Halifax, Province of Nova Scotia shown as Parcel DS-2 on Servant, Dunbrack, McKenzie & MacDonald Ltd. Plan No. 13-2496-0 titled "Plan of Survey of Parcels DS-1 and DS-2, Doyle Street, Halifax Regional Municipality, Halifax, Halifax County, Nova Scotia", certified by Carl K. Hartlen, N.S.L.S. on July 7, 2016.

Parcel DS-2 being more particularly described as follows:

BEGINNING on the western boundary of Brunswick Street, at the existing southeastern corner of Doyle Street, said point also being distant North 52 degrees 57 minutes 26 seconds West, 404.237 metres from Nova Scotia Coordinate Monument Number 4861;

THENCE South 68 degrees 45 minutes 46 seconds West, 87.156 metres along the existing southern street line of Doyle Street to the northeastern boundary of Queen Street;

THENCE North 45 degrees 45 minutes 17 seconds West, 1.416 metres along the northeastern boundary of Queen Street to a point thereon;

THENCE North 68 degrees 45 minutes 46 seconds East, 87.745 metres to the western boundary of Brunswick Street;

THENCE South 21 degrees 10 minutes 39 seconds East, 1.288 metres along the western boundary of Brunswick Street to the place of beginning.

CONTAINING an area of 112.6 square metres.

ALL bearings are Nova Scotia Coordinate Survey System Grid Bearings and are referred to Central Meridian, 64 degrees 30 minutes West.

The above described Parcel DS-2 being and intended to be a portion of Doyle Street.

Schedule B- Post Bonus Height - Cost Estimate



Westwood Construction Limited

5881 Spring Garden Road
Suite 100
Halifax, NS B3H 4S3

T 902.425.7500
F 902.425.6988
westwoodgroup.ca

November 30th, 2016

Halifax Regional Municipality
Halifax, NS B3J 3A5

Attention: Stephanie A Norman, Land Development & Subdivision (Development Approvals)

Dear Ms. Norman:

RE: Street Beautification Plan of Doyle Block

A portion of the seventh floor at the west end of site extends approximately 1.5m above the pre-bonus height limit. The area of protrusion through the pre-bonus limit is 453.7 sm (4,882sf).

In accordance with LUB 12(1), a protrusion of 453.7 sm requires an offsetting public benefit valued at \$18,148.00. (\$4 / 0.1sm). Sentence 12(7) (j) identifies the undergrounding of overhead electrical and telecommunication distribution systems as an acceptable public benefit.

As part of this proposed development, Westwood Developments is prepared to underground all overhead services along Doyle Street. The undergrounding work is valued at \$643,000, plus \$60,000 for the new lighting on Doyle Street, plus \$75,000 for complete resurfacing of Doyle Street.

Below is a complete break for the total undergrounding work valued at \$643,000:

- Excavation, concrete duct banks c/w rock breaking = \$325,800
- Electrical Civil Work = \$49,600
- Survey Drawings = \$12,350
- Management fee = \$ 32,602
- Nova Scotia Power precast vault and cover = \$55,000
- Bell Aliant precast vault and cover = \$9200

- Nova Scotia Power overhead + underground work = \$136,508
- Bell Aliant overhead + underground work = \$16,100
- Eastlink overhead + underground work = \$5840

Sincerely yours,


Original Signed

Jamie Haddad, P.Eng.
Project Manager


Schedule C - Underground Electrical Drawing

EXISTING	PROPOSED
CONTOUR LINE 25.0' - 25.0'	CONTOUR LINE 25.0'
CURB STOP/GATE/BUTTERFLY VALVE 0/0/0/0	PIRE HYDRANT 0/0/0/0
	THRUST BLOCK 0/0/0/0
	SHAMESE SPRINKLER CONNECTION 0/0/0/0
	CATCH BASIN/PIT 0/0/0/0
	ROCK LINING/DAM 0/0/0/0
	ROCK WALL/RETAINING WALL 0/0/0/0
	POWER POLE/LIGHT POLE 0/0/0/0
	TREE 0/0/0/0
	ELEVATION/GRADE 135.000'
	DRAINAGE/SWALE FLOW DIRECTION 135.000'
	WATER MAIN/SERVICE 135.000'
	SANITARY MANHOLE & PIPE 135.000'
	STORM MANHOLE & PIPE 135.000'
	FORCE MAIN 135.000'
	RIDGE LINE 135.000'
	SILT FENCE 135.000'
	UNDERGROUND CONDUIT 135.000'
	OVERHEAD WIRES 135.000'
	PROPERTY LINE/BOUNDARY 135.000'
	FENCE 135.000'
	BUILDING 135.000'
	TOP OF SLOPE 135.000'
	TOE OF SLOPE 135.000'
	TREELINE 135.000'
	LIMITS OF DISTURBANCE 135.000'
	PEDESTRIAN PATH 135.000'
	2'X8' JERSEY BARRIER 135.000'

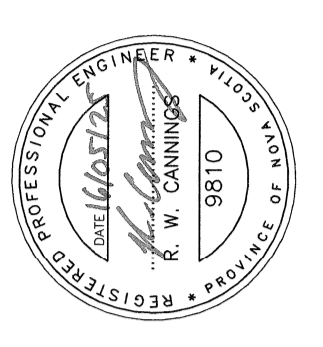
NOTES

- EXISTING WATER, STORM AND SANITARY SEWER UNDERGROUND PIPING & EXISTING UNDERGROUND ELECTRICAL AND COMMUNICATIONS BASED ON INFORMATION PROVIDED BY THE OWNER AND THE "UNDERGROUNDING" ON QUEEN STREET HRM DWG. #13007203, QUEEN STREET 10" WATER MAIN REPLACEMENT RECORD DRAWING NO. D-628, DATED AUGUST 2007, AND BRUNSWICK WATER CONTRACTOR TO VERIFY EXACT LOCATIONS AND ELEVATIONS IN THE FIELD. THE DATE TOPOGRAPHIC INFORMATION RELATES TO SWM FIELD WORK CARRIED DURING THE PERIOD MARCH 18, 2007 TO MARCH 29, 2007. ELEVATIONS AND DISTANCES SHOWN ARE TO BE VERIFIED IN THE FIELD BY THE CONTRACTOR. PROPERTY BOUNDARIES COMPILED FROM CADASTRAL ELEVATIONS RECORD, BRUNSWICK STREET, DOYLE STREET & QUEEN STREET, PLAN #13-1830-0, DATED 2007.
- ALL WORK SHALL BE COMPLETED IN ACCORDANCE WITH NOVA SCOTIA REGULATIONS, HRM BY-LAWS, HALIFAX WATER DESIGN AND CONSTRUCTION STANDARDS, AND THE CANADIAN STANDARDS ASSOCIATION (CSA) STANDARDS AND GUIDELINES "RED BOOK" (LATEST EDITION), MUNICIPAL SERVICE SYSTEM.
- ALL ABANDONED SERVICES TO BE FLAGGED AT MAINS.
- POWER POLES ALONG DOYLE STREET TO BE REMOVED.
- UTILITY SERVICE TO BE PROVIDED BY OWNER.
- ALL CONDUITS TO BE 4" - THEY ARE NOT REQUIRED TO BE ENCASED IN CONCRETE UNLESS OTHERWISE SPECIFIED.
- RESISTOR TO BE PROVIDED AT ALL TRENCH ENDS TO PREVENT AIR TRANSITION TO ABOVE GROUND AT THE BUILDING AND POLE DEVELOPER RESPONSIBLE TO SUPPLY CONDUITS IN THESE CONDITIONS.
- CONSTRUCTION DRAWING NUMBER 13007203, DATED 06/04/13, EXACT LOCATION OF U/G SERVICES TO BE CONFIRMED IN FIELD.
- ALL CONDUITS FEEDING SECONDARIES TO BE CONFIRMED IN THE FIELD.
- CONDUITS TO BE 4" - THEY ARE NOT REQUIRED TO BE ENCASED IN CONCRETE UNLESS OTHERWISE SPECIFIED.
- MINIMUM CLEARANCES BETWEEN U/G CONDUITS AND WATER MAIN/SPRINKLER TO BE MAINTAINED AT ALL TIMES. REFER TO TRENCH REINSTATEMENT DETAILS TO BE Brought to Engineer's Attention Immediately. ANY TRENCH SERVICES TO BE MAINTAINED AT ALL TIMES. REFER TO TRENCH REINSTATEMENT DETAILS TO BE MAINTAINED AT ALL TIMES.
- PER HRM STANDARDS.

No.	Date	Revision	Description	Appr'd
	16/05/25	ISSUED FOR REVIEW		



SDMM
SPECIALIZED DESIGN & MANAGEMENT
NOVA SCOTIA LAND SURVEYORS & CONSULTING ENGINEERS
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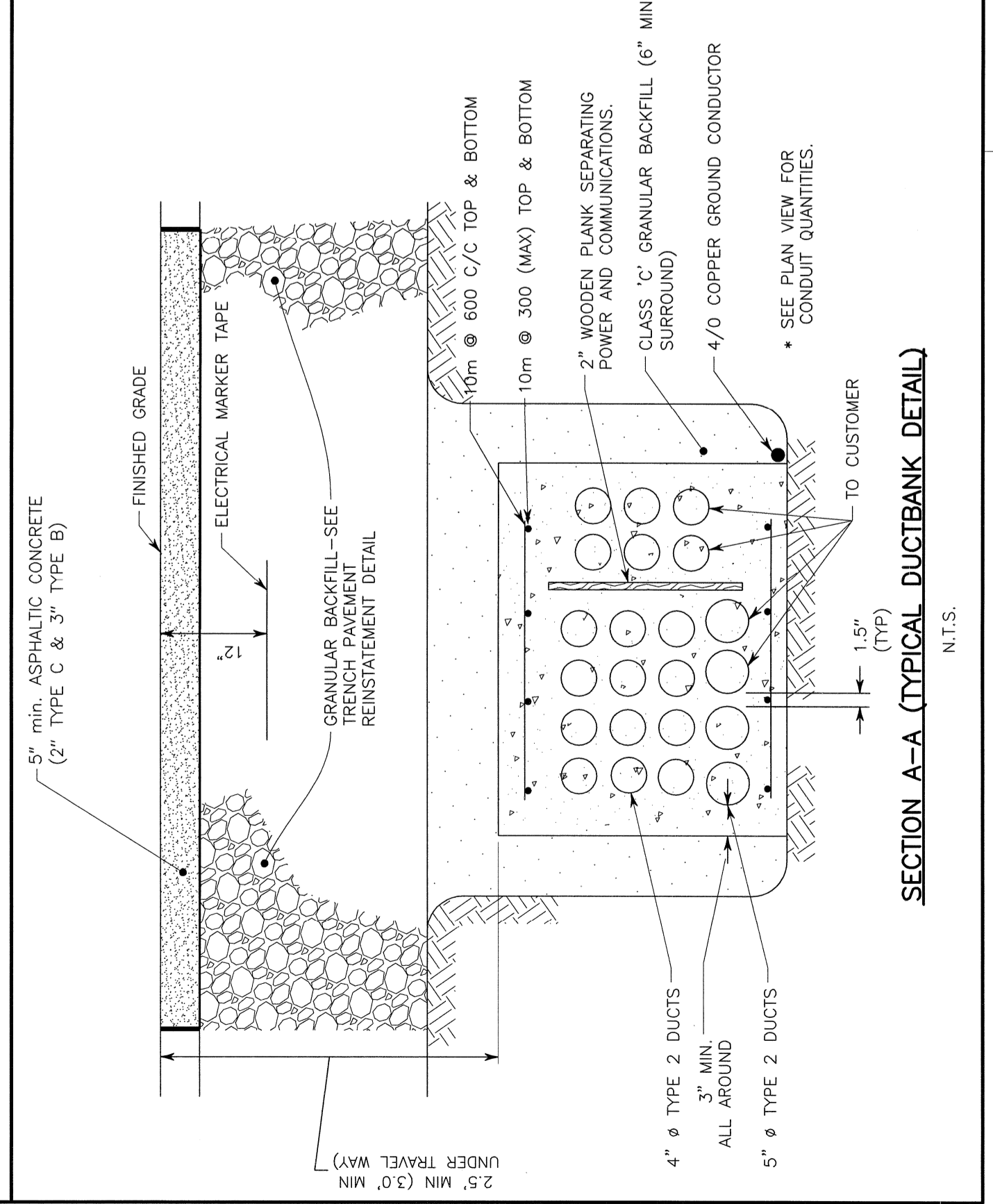
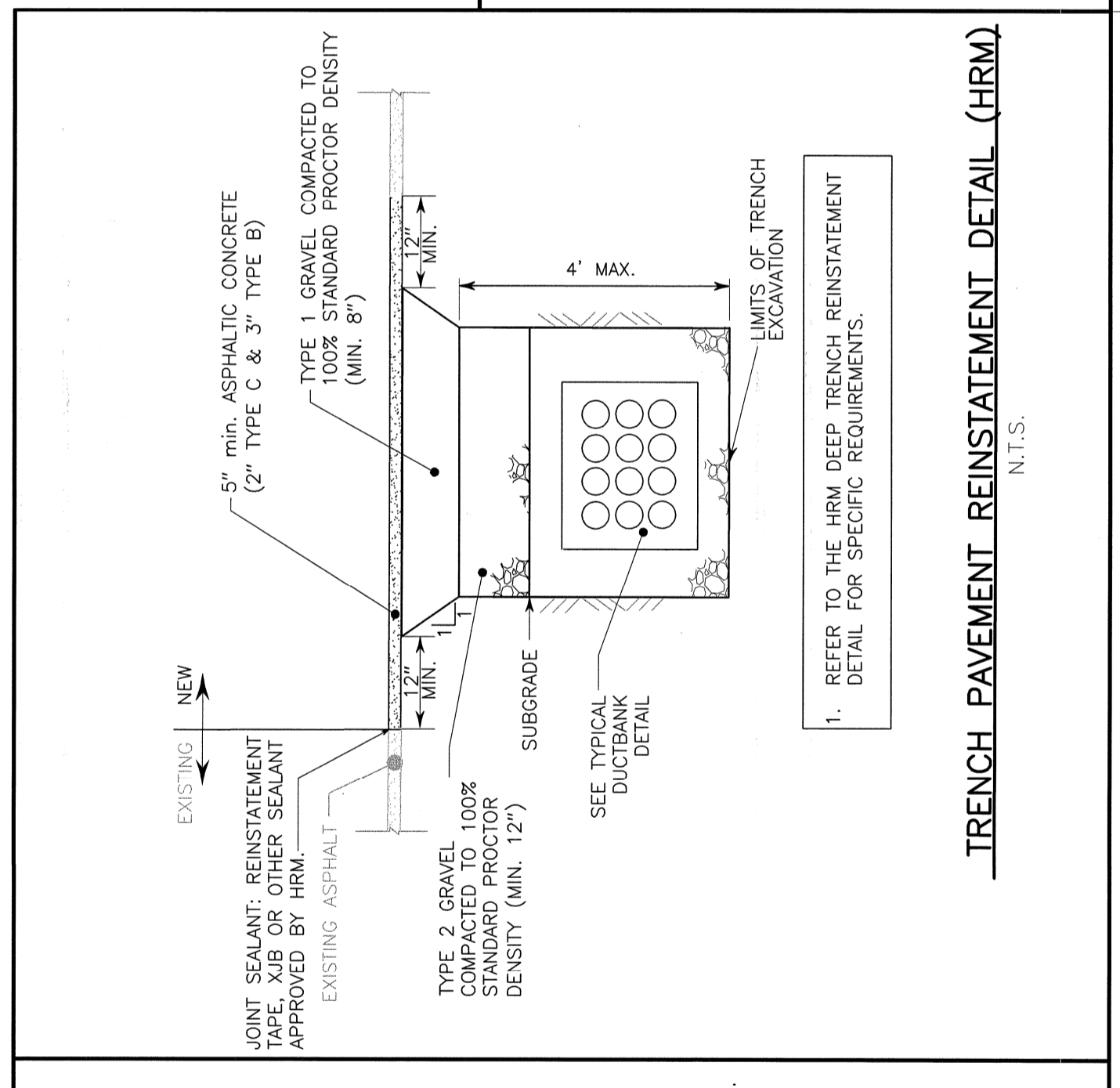
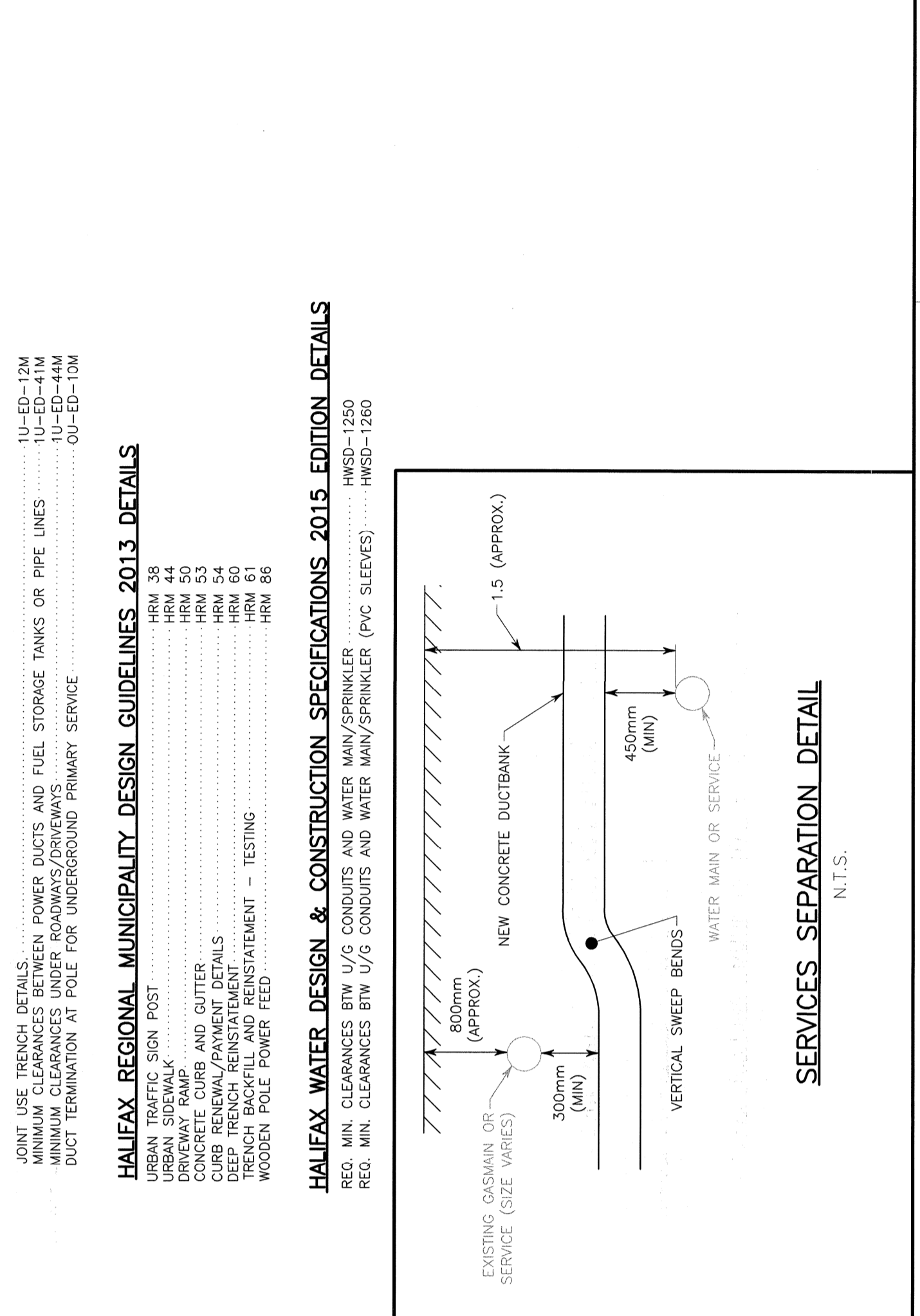
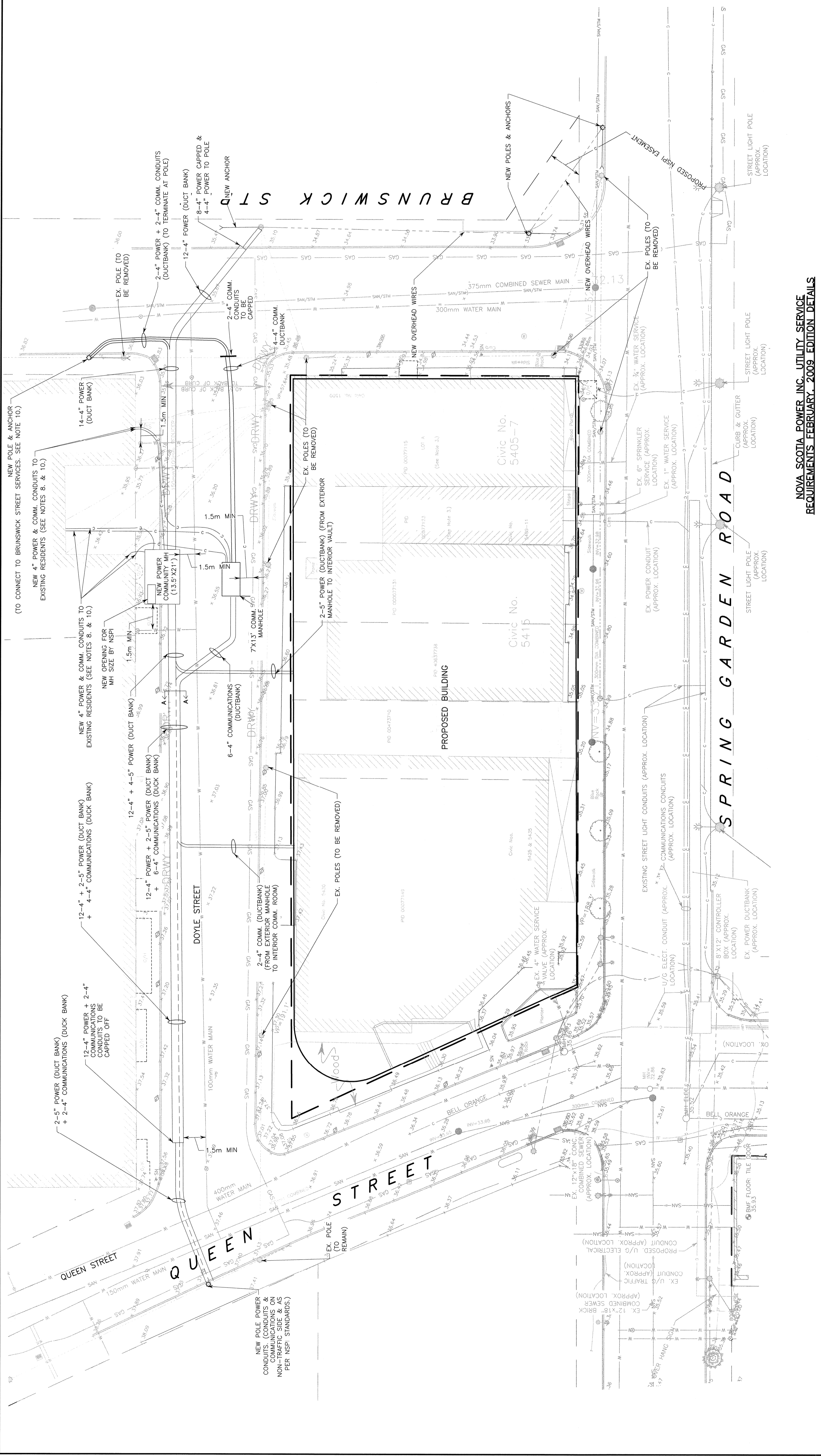


PROPOSED COMMERCIAL/RESIDENTIAL BUILDING
HALIFAX, NOVA SCOTIA

ELECTRICAL & COMMUNICATION PLAN
SPRING GARDEN ROAD, BRUNSWICK STREET,
DOYLE STREET & QUEEN STREET

Date: MAY 25, 2016
Scale: 1:250
Reference: Approved
Surveyed: SDMM

Project No. FILE NO. 1-1-156 (31024)
Plan No. 16-1406-0
R. CANNINGS
HRM No. C-103



Attachment B

Section 12(7) of the LUB - Public Benefit Categories

- (7) Subject to meeting all applicable requirements of this By-law, development pursuant to subsection (1) shall be permitted where the developer provides one or a combination of the following public benefits:
- (a) where the development includes a registered heritage property which is to be maintained, the reservation or enhancement of the heritage resource;
 - (b) the provision of publicly accessible amenity or open space, where a deficiency in such spaces exists;
 - (c) the provision of residential units at a subsidized cost to contribute to housing affordability in the Downtown Halifax Secondary Municipal Planning Strategy plan area;
 - (d) the provision of 3 and 4 bedroom units with direct access to outdoor amenity space;
 - (e) the provision of rental commercial space made available at a subsidized cost for arts or cultural uses;
 - (f) the provision of public art;
 - (g) the provision of public parking facilities, where a deficiency in such facilities exists;
 - (h) investment in public transit or active transportation infrastructure;
 - (i) the provision of exemplary sustainable building practices.
 - (j) the undergrounding of overhead electrical and communication distribution systems.**
(RC-Dec 13/11;E-Mar 10/12)