

# HALIFAX

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

**Item No. 11.1.6**  
**Halifax Regional Council**  
**November 17, 2020**

**TO:** Mayor Savage and Members of Halifax Regional Council

**SUBMITTED BY:** Original Signed by   
\_\_\_\_\_  
Jacques Dubé, Chief Administrative Officer

**DATE:** October 30, 2020

**SUBJECT:** **Case 23021: Incentive or Bonus Zoning Agreement**  
**1441 Hollis Street, Halifax**

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## **ORIGIN**

- September 10, 2020 Design Review Committee approval of the qualitative elements of the substantive site plan application for a six-storey, mixed-use building with ground floor commercial space and 13 residential units at the corner of Bishop Street and Hollis Street, and
- Construction Permit Application No.180123

## **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 A)

## **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 B of this report for the six-storey, mixed-use building at 1441 Hollis Street, Halifax.

## **BACKGROUND**

On September 10, 2020, the Design Review Committee approved the qualitative elements for a substantive site plan approval for a six-storey, mixed-use building with ground floor commercial and 13 residential units at the corner of Bishop Street and Hollis Street. The subject site is 1,184.5 square metres in area and is currently vacant.

The following highlights the major elements of the proposal:

- Six-storey mixed use building;
- 13 residential units;
- 330.7 square metres of commercial space located on the ground floor;
- 177 square metres of interior amenity space and 847.7 square metres of exterior amenity space which includes a shared rooftop space; and
- 16 vehicular parking spaces entirely underground, plus bicycle parking as per the requirements of the Downtown Halifax LUB.

### **Proposed Public Benefit**

Within the Downtown Halifax Plan Area, maximum permitted building heights may only be attained when a developer provides a public benefit. The list of eligible public benefit categories is set out in subsection 12(7) of the LUB (Attachment A). 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 “incentive or bonus zoning.”

The applicant proposes the public benefit to be in the form of the provision of undergrounding of overhead electrical and communication distribution systems. This proposed public benefit is allowed under the LUB.

### **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 an incentive or bonus zoning (public benefit) agreement. This report seeks to obtain Council’s approval of the agreement.

## **DISCUSSION**

### **DRC Approval**

The LUB requires developments 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. The DRC recommended that the Development Officer accept the provision of undergrounding of overhead electrical and communication distribution systems. Specifically, their motion in this regard is as follows:

*"MOVED by Jan Sheppard Kutcher, seconded by Tara Ralph*

*THAT the Design Review Committee:*

*... Recommend that the Development Officer accept the undergrounding of overhead electrical and communication distribution systems as the post-bonus floor area ratio public benefit for the development, as outlined in Attachment D of the staff report dated August 19, 2020.*

*MOTION PUT AND PASSED."*

### **Public Benefit Value**

The extent of the required public benefit is determined by a formula set out in the Downtown Halifax LUB. The by-law determines the extent of the required public benefit by assigning a value to any proposed floor area beyond the maximum pre-bonus floor area ratio. Projects that exceed the maximum pre-bonus floor area ratio are required to contribute a public benefit with a value equivalent to, or greater than, a price determined by multiplying the amount of floor space exceeding the maximum pre-bonus limit by 0.20, and then applying a value of \$258 per square meter to that floor area. In the case of this project, that formula results in a public benefit requirement with a minimum value of \$62,358.60.

The applicant has proposed to meet the bonus requirements under Section 12 of the LUB by providing the undergrounding of overhead electrical and communication distribution systems as detailed in Attachment C. The value of the total benefit will exceed the minimum required benefit of \$62,358.60 as detailed in the Bonus Zoning Agreement, included as Attachment B, and as follows:

Removal of poles on Hollis Street and relocation to underground on behalf of Killam's new development at 1441 Hollis	\$17,250
Relocation and removal of all aerial telecommunications on Hollis Street between Bishop Street and Slater Street, including refeeding 1472 Hollis Street	\$42,643
Supply and install new clear curve fiber optic cable and CAT5E from main telephone room to each unit, including terminating and testing	\$12,614
TOTAL:	\$72,507

As the proposed public benefit exceeds the minimum required benefit, staff recommend that Regional Council adopt, by resolution, the Incentive or Bonus Zoning Agreement as provided in Attachment B of this report for the development located at 1441 Hollis Street, Halifax.

### **FINANCIAL IMPLICATIONS**

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

### **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.

### **ENVIRONMENTAL IMPLICATIONS**

None identified.

### **ALTERNATIVES**

Regional Council may choose not to enter into the Incentive or Bonus Zoning Agreement as provided in Attachment B 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	Section 12 of the LUB- Public Benefit Categories
Attachment B	Incentive or Bonus Zoning Agreement
Attachment C	Details of Proposed Public Benefit

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

Report Prepared by: Sean Audas, Principal Planner & Development Officer, 902.490.4402

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

- 12(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.

**Attachment B – Incentive or Bonus Zoning Agreement**

**THIS AGREEMENT** made this \_\_\_\_ day of \_\_\_\_\_, A.D., 20\_\_.

**BETWEEN:**

**KILLAM PROPERTIES SGP 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 12 of the *Downtown Halifax 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** the Developer has selected to provide undergrounding of overhead electrical and communication distribution systems to satisfy the Public Benefit required by the *Land Use By-law*;

**AND WHEREAS** on September 10, 2020 the Design Review Committee approved the Development;

**AND WHEREAS** the Developer will provide undergrounding of overhead electrical and communication distribution systems as the Public Benefit for the Development;

**AND WHEREAS** on September 10, 2020 the Design Review committee recommended to the Development Officer of the Municipality acceptance of the Public Benefit, and by approving this Agreement, the Council of the Municipality has accepted the 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 *Downtown Halifax 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 six-storey mixed-use building with ground floor commercial and thirteen (13) residential units on the Property;
- (c) "Employee" includes all the agents, servants, employees and officers of the Municipality;
- (d) "Incentive or bonus zoning" means requirements that permit the relaxation of certain requirements if an applicant exceeds other requirements or undertakes other action, in the public interest, as specified in the requirements;
- (e) "Land Use By-law" means the *Downtown Halifax Land Use By-law*, as amended from time to time;
- (f) "Municipality" means the Halifax Regional Municipality;
- (g) "Property" means the land(s) comprising the site where the Public Benefit is to be provided being 1441 Hollis Street, Halifax, Nova Scotia, known as Lot G1-A1, being PID #00003749, the said lands being recorded at the Registry of Deeds (or Land Registration Office) for the Halifax Regional Municipality and is 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 provide 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 and as more particularly described in Schedule "B".

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

### **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

**KILLAM PROPERTIES SGP LTD**

the presence of

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

**Name:**

**Office held:**

\_\_\_\_\_  
Witness

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

**Name:**

**Office held:**

---

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

**HALIFAX REGIONAL MUNICIPALITY**

Witness

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

**MAYOR**

Witness

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

**MUNICIPAL CLERK**

**SCHEDULE A**  
**Property Description**

Registration County: HALIFAX COUNTY

Street/Place Name: HOLLIS STREET, HALIFAX

Title of Plan: PLAN OF SURVEY OF LOT G1-A1 AND PARCEL A2, BEING A SUBDIVISION AND CONSOLIDATION OF LOT G1 AND PARCEL A, LANDS CONVEYED TO KILLAM PROPERTIES SGP LTD. AND SHOWING LOT 1-3-A2, HOLLIS STREET, BISHOP STREET AND LOWER WATER STREET, HALIFAX COUNTY

Designation of Parcel on Plan: LOT G1-A1

Registration Number of Plan: 116974818

Registration Date of Plan: 2020-09-10 14:14:27

**BENEFITS:**

1. TOGETHER WITH a right of way as described in a deed registered September 4, 1942 in Book 842 Page 156 as Document # 3081.
2. TOGETHER WITH a right of way as described in a deed registered on September 29, 1953 in Book 1222 Page 606 as Document # 9287.

**BURDENS:**

1. SUBJECT TO a right of way as described in a deed registered January 31, 1939 in Book 782 Page 582 as Document # 231.
2. SUBJECT TO a right of way as described in a deed registered April 14, 1983 in Book 3673 Page 630 as Document # 17714.
3. SUBJECT TO a right of way as described in a Statutory Declaration registered November 10, 2005 as Document # 83533506.
4. SUBJECT TO an easement over Parcel ASE-G1-A1 as described in an Access and Services Easement registered April 2, 2020 as Document # 116140451.
5. SUBJECT TO an easement over Parcel AE-G1 as described in an Access Easement Agreement registered May 29, 2020 as Document # 116397002.

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

**Compliance:**

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

Registration District: HALIFAX COUNTY

Registration Year: 2020

Plan or Document Number: 116974818

Schedule B- Post Bonus Cost Estimates



# INVOICE

Account #	Invoice Date	Invoice #	Amount Due	Due Date
	18/08/2020 <small>DD/MM/YYYY</small>	<b>356576</b>	\$ 17,250.00	17/09/2020 <small>DD/MM/YYYY</small>

Amount Paid
\$

Killam Properties  
3700 Kempt Rd, Suite 100  
Halifax, NS  
B3L 4X8

Please make cheque payable to:

**Eastlink**  
PO Box 8540  
Halifax, NS B3K 5M2

Please complete and return this portion with your payment

<b>[REDACTED]</b>	Invoice Date	Invoice #	<b>[REDACTED]</b>	<b>[REDACTED]</b>	Customer Reference / PO Number
<b>[REDACTED]</b>	18/08/2020 <small>DD/MM/YYYY</small>	<b>356576</b>	Net 30 days	17/09/2020 <small>DD/MM/YYYY</small>	<b>[REDACTED]</b>

Killam Properties  
3700 Kempt Rd, Suite 100  
Halifax, NS  
B3L 4X8

Quantity	Description	Unit Price	Gross amount
1.000	Eastlink removal from poles on Hollis St and relocation to underground on behalf of Killiam's new development at 1441 Hollis St, Halifax.	15,000.00	15,000.00

A late payment charge of 2.5% per month (34.49% per annum) will be charged on past due amounts.



**Eastlink**  
PO Box 8540  
Halifax, NS B3K 5M2  
  
Billing Inquiries: 1-877-255-1758  
  
GST/HST# 87047 3634

Subtotal:	\$ 15,000.00
GST/HST:	2,250.00
PST/QST:	0.00
<b>Invoice Total:</b>	<b>\$ 17,250.00</b>

# INVOICE



Account number  
Statement date

██████████  
2020 06 20

**Account Summary**

For inquiries regarding this account, please call 1-877-659-7012

Previous Month	Amount of last bill	0.00
	Balance forward	0.00
Current Month	Current month charges	
	<u>Date</u> <u>Invoice #</u> <u>Description</u>	
	2020 06 20   0095603468   0008593275	42,643.15
	2020 06 20   0095603469   0008593285	12,614.94
	Total for current month	55,258.09

<b>Total amount due</b>	<b>55,258.09</b>
Please pay upon receipt. To avoid a Late Payment Charge, please ensure we receive your payment on or before Jul 20, 2020.	

<b>Account number</b> ██████████	<b>Statement date</b> 2020/06/20	<b>Amount due</b> 55,258.09	<b>Amount paid</b>
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For Bell Aliant use

KILLAM APARTMENT REIT  
ANDREW KENT  
3700 KEMPT RD SUITE 100  
HALIFAX NS CA  
B3K 4X8



**KILLAM APARTMENT REIT**

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4

Account number

Statement date

2020 06 20

Information

Bell Aliant

A late payment charge (LPC) of 3.00% monthly (42.57% per annum) is applied when payment has not been received by the company by the due date.

Bill Payment options

Please mail your payment to:

**BELL ALIANT  
C/O SPECIAL BILLING  
5115 CREEKBANK RD, E2-M2  
MISSISSAUGA, ONTARIO  
L4W 5R1**



KILLAM APARTMENT REIT

Account number [REDACTED]  
Statement date 2020 06 20

C5009258CCG570

Invoice

Sales order number 8593275  
Billing doc. 95603468

For inquiries regarding this transaction  
Please call 1-877-659-7012

Customer info. : KILLAM APARTMENT REIT  
: 3700 KEMPT RD SUITE 100  
: HALIFAX

Customer P.O. # : 375410

Remarks:

20-OTB-122 / PO# 375410 / RELOCATE AND REMOVE ALL AERIAL TELECOMMUNICATIONS ON HOLLIS ST BETWEEN BISHOP ST AND SLATER ST, INCLUDING REFEEDING 1472 HOLLIS ST, HALIFAX

Hr./ Qty	Description	Unit Price	Total Price	Note
	FLAT CHARGE		37,081.00	

Total current charges	37,081.00
HST (15.0%) (Registration No. 100458652)	5,562.15
Total taxes	5,562.15
Total transaction charges	42,643.15

\*THANK YOU FOR CHOOSING BELL ALIANT\*

Note : 1. Provincial tax exempt  
2. GST or HST exempt



KILLAM APARTMENT REIT

Account number [REDACTED]

Statement date 2020 06 20

C5009258CCG570

Invoice

Sales order number 8593285

Billing doc. 95603469

For inquiries regarding this transaction

Please call 1-877-659-7012

Customer info. : KILLAM APARTMENT REIT
: 3700 KEMPT RD SUITE 100
: HALIFAX

Customer P.O. # : 364824

Remarks:

20-OTB-123 / PO 364824 / SUPPLY AND INSTALL NEW CLEAR CURVE FIBRE OPTIC CABLE AND CAT5E FROM MAIN TELEPHONE ROOM TO EACH UNIT; INCLUDING TERMINATING AND TESTING

Table with 5 columns: Hr./Qty, Description, Unit Price, Total Price, Note. Row 1: FLAT CHARGE, 10,969.51

Summary table with 2 columns: Description, Total Price. Rows: Total current charges (10,969.51), HST (15.0%) (1,645.43), Total taxes (1,645.43), Total transaction charges (12,614.94)

\*THANK YOU FOR CHOOSING BELL ALIANT\*

Note : 1. Provincial tax exempt
2. GST or HST exempt



**MEMO**

**TO:** HRM Planning & Development

**FROM:** WSP Canada Inc. on behalf of Killam Apartment REIT

**SUBJECT:** Case 23021: 1441 Hollis St. (PID 00003749) “The Governor” Proposed Public Benefit for Site Plan Approval Post-Bonus Density

**DATE:** August 18, 2020

Dear Ms. Maund,

In accordance with section 12 of the Downtown Halifax Land Use By-law, our application for Case #23021 requires that a public benefit be provided through The Site Plan Approval process.

This is a result of our proposed project exceeding the pre-bonus building height as identified in the Downtown Halifax Land Use By-law, as amended. The following memo summarizes the public benefit requirements, and our client, Killam Apartment REIT’s proposed public benefit that will be provided through The Governor’s Site Plan Approval process.

**Required Public Benefit Value:**

The following is the Public Benefit Value calculated in the manner that has been prescribed in the Old South Suburb Amendments to the Downtown Halifax Land Use By-Law

- Pre-Bonus FAR: 2.0
- Post-Bonus FAR Maximum: 4.0

Lot Area:	1,184.5 m <sup>2</sup>
Floor area of The Governor:	3,578.1 m <sup>2</sup>
FAR of The Governor:	3.02 : 1
Pre-Bonus FAR:	2.00 : 1
Floor Area in excess of Pre-Bonus FAR:	$(1.02/3.02) \times 3,578.1 \text{ m}^2 = 1,208.50 \text{ m}^2$
Factor #1:	1,208.50 m <sup>2</sup>
Factor #2:	0.20
Factor #3:	\$258
Public Benefit Value:	$(1,208.50 \text{ m}^2) \times (0.20) \times (\$258/\text{m}^2) = \mathbf{\$62,358.60}$

**Proposed Public Benefit Contribution:**

Section 12(7) of the Downtown Halifax Land Use By-law lists the available public benefit options for this type of application. For this particular development, category (j) *the undergrounding of overhead electrical and communication distribution systems* has been selected which will help to improve the Downtown Halifax neighbourhood.

**Proposed Benefit Value:**

The invoices for the undergrounding of communications distribution systems have been provided as part of this Public Benefit submission. The cost to prepare for and to underground this infrastructure is in excess of \$70,000 which exceeds the calculated value for post-bonus FAR in the land use by-law. It is also confirmed that the electrical Killam Apartments REIT has confirmed that the undergrounding of electrical systems on the Bishop St. – Salter St./Hollis St. – Lower Water St. block has also been completed.

By undergrounding electrical and communication infrastructure on this block, Killam has invested in the downtown by significantly improving the look and feel of the streetscape on the immediate block, as well as for the downtown core.

If there are any further comments or concerns with regard to this proposed public benefit, please do not hesitate to contact me.

Sincerely,

Signature Redacted

Anne Winters, MCIP, LPP  
WSP Canada Inc.  
E: [anne.winters@wsp.com](mailto:anne.winters@wsp.com)  
T: (902) 536-0913

cc: akent@KillamREIT.com  
Encl. Invoices and email communication for undergrounding work of telecommunication infrastructure

# INVOICE



Account #	Invoice Date	Invoice #	Amount Due	Due Date
	18/08/2020	356576	\$ 17,250.00	17/09/2020
	DD/MM/YYYY			DD/MM/YYYY

Amount Paid
\$

Killam Properties  
3700 Kempt Rd, Suite 100  
Halifax, NS  
B3L 4X8

Please make cheque payable to:

**Eastlink**  
PO Box 8540  
Halifax, NS B3K 5M2

Please complete and return this portion with your payment

	Invoice Date	Invoice #			Customer Reference / PO Number
	18/08/2020	356576	Net 30 days	17/09/2020	
	DD/MM/YYYY			DD/MM/YYYY	

Killam Properties  
3700 Kempt Rd, Suite 100  
Halifax, NS  
B3L 4X8

Page 1 of 1

Quantity	Description	Unit Price	Gross amount
1.000	Eastlink removal from poles on Hollis St and relocation to underground on behalf of Killiam's new development at 1441 Hollis St, Halifax.	15,000.00	15,000.00

A late payment charge of 2.5% per month (34.49% per annum) will be charged on past due amounts.



**Eastlink**  
PO Box 8540  
Halifax, NS B3K 5M2  
  
Billing Inquiries: 1-877-255-1758  
  
GST/HST# 87047 3634

Subtotal:	\$ 15,000.00
GST/HST:	2,250.00
PST/QST:	0.00
<b>Invoice Total:</b>	<b>\$ 17,250.00</b>

# INVOICE



Account number  
Statement date

██████████  
2020 06 20

**Account Summary**

For inquiries regarding this account, please call 1-877-659-7012

Previous Month	Amount of last bill	0.00
	Balance forward	0.00
Current Month	Current month charges	
	<u>Date</u> <u>Invoice #</u> <u>Description</u>	
	2020 06 20   0095603468   0008593275	42,643.15
	2020 06 20   0095603469   0008593285	12,614.94
	Total for current month	55,258.09

<b>Total amount due</b>	<b>55,258.09</b>
Please pay upon receipt. To avoid a Late Payment Charge, please ensure we receive your payment on or before Jul 20, 2020.	

Account number ██████████	Statement date 2020/06/20	Amount due 55,258.09	Amount paid
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*For Bell Aliant use*

KILLAM APARTMENT REIT  
ANDREW KENT  
3700 KEMPT RD SUITE 100  
HALIFAX NS CA  
B3K 4X8



**KILLAM APARTMENT REIT**

Page

2/

4

Account number

Statement date

2020 06 20

**Information**

**Bell Aliant**

A late payment charge (LPC) of 3.00% monthly (42.57% per annum) is applied when payment has not been received by the company by the due date.

Bill Payment options

Please mail your payment to:

**BELL ALIANT  
C/O SPECIAL BILLING  
5115 CREEKBANK RD, E2-M2  
MISSISSAUGA, ONTARIO  
L4W 5R1**



KILLAM APARTMENT REIT

Account number [REDACTED]  
Statement date 2020 06 20

C5009258CCG570

Invoice

Sales order number 8593275  
Billing doc. 95603468

For inquiries regarding this transaction  
Please call 1-877-659-7012

Customer info. : KILLAM APARTMENT REIT  
: 3700 KEMPT RD SUITE 100  
: HALIFAX

Customer P.O. # : 375410

Remarks:

20-OTB-122 / PO# 375410 / RELOCATE AND REMOVE ALL AERIAL TELECOMMUNICATIONS ON HOLLIS ST BETWEEN BISHOP ST AND SLATER ST, INCLUDING REFEEDING 1472 HOLLIS ST, HALIFAX

Hr./ Qty	Description	Unit Price	Total Price	Note
	FLAT CHARGE		37,081.00	

Total current charges	37,081.00
HST (15.0%) (Registration No. 100458652)	5,562.15
Total taxes	5,562.15
Total transaction charges	42,643.15

\*THANK YOU FOR CHOOSING BELL ALIANT\*

Note : 1. Provincial tax exempt  
2. GST or HST exempt



**KILLAM APARTMENT REIT**

Account number [REDACTED]  
Statement date 2020 06 20

C5009258CCG570

**Invoice**

Sales order number 8593285  
Billing doc. 95603469

For inquiries regarding this transaction  
Please call 1-877-659-7012

Customer info. : KILLAM APARTMENT REIT  
: 3700 KEMPT RD SUITE 100  
: HALIFAX  
Customer P.O. # : 364824

Remarks:  
20-OTB-123 / PO 364824 / SUPPLY AND INSTALL NEW CLEAR CURVE FIBRE OPTIC CABLE AND CAT5E FROM MAIN TELEPHONE ROOM TO EACH UNIT; INCLUDING TERMINATING AND TESTING

Hr./ Qty	Description	Unit Price	Total Price	Note
	FLAT CHARGE		10,969.51	

Total current charges	10,969.51
HST (15.0%) (Registration No. 100458652)	1,645.43
Total taxes	1,645.43
Total transaction charges	12,614.94

\*THANK YOU FOR CHOOSING BELL ALIANT\*

Note : 1. Provincial tax exempt  
2. GST or HST exempt