

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

> Item No. 15.1.3 Halifax Regional Council April 12, 2022

TO: Mayor Savage and Members of Halifax Regional Council

Original Signed by

SUBMITTED BY:

Jacques Dubé, Chief Administrative Officer

**DATE:** March 21, 2022

SUBJECT: Case 22444: Incentive or Bonus Zoning Agreement – Mixed Use

**Development at 1591 Granville Street, Halifax** 

#### **ORIGIN**

On November 14, 2019, the Design Review Committee approved the qualitative elements of the substantive site plan application for a twenty-one storey, mixed-use building. The Committee recommended that the Development Officer accept the undergrounding of electrical and communication distribution systems as the post-bonus public benefit category.

#### 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(7), 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, which shall substantially be of the same form as set out in Attachment B of this report for the twenty-one storey, mixed-use building at 1591 Granville Street, Halifax.

#### **BACKGROUND**

On November 14, 2019, HRM's Design Review Committee (DRC) approved an application for substantive site plan approval for a 21 storey, mixed-use building. The development site includes frontage on Granville, Sackville and Hollis Streets.

The following highlights the major elements of the proposal:

- A mix of uses including hotel, ground-floor retail, and residential units;
- Five levels of underground parking, to be accessed from Hollis Street, including approximately 365 vehicle spaces and 235 bicycle spaces:
- Two ground-floor levels, one facing Hollis Street and the other facing Granville Street, which include hotel lobby space, restaurant, residential lobby and amenity space, and retail spaces;
- Approximately 93 hotel units within the remainder of the building base (levels 3 to 5);
- Approximately 437 residential units within the two tower portions of the building;
- Landscaped rooftop terraces and amenity space located at the 3rd, 6th, and 22nd levels;
- Exterior building materials including aluminum curtain and window walls with clear glass, fritted glass balcony rails, and stone cladding, aluminum screening and vertical aluminum fins in the base portions of the building; and
- Overall building height of 66 metres, plus penthouses (for residential amenities and mechanical), as per LUB allowances.

#### **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 underground wiring of 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.

At the November 19, 2019 meeting of the Design Review Committee, it was recommended that the public benefit be in the form of undergrounding of electrical and communication distribution systems. 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 proposed, and DRC recommended approval of the public benefit category for undergrounding of wiring and communication distribution systems. Specifically, DRC's motion in this regard is as follows:

- 3 -

"MOVED by Matt Neville, seconded by Catherine Ann Somerville Venart

THAT the Design Review Committee:

Recommend that the Development Officer accept the public benefit of underground wiring of overhead electrical and communication distribution system as the post-bonus height benefit for the development...

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 the minimum value set out in the By-Law. The LUB establishes a public benefit value that is the equivalent of \$4.99 for every 0.1 square metres of gross floor area created by extending above the pre-bonus height. For this project, the maximum pre-bonus allowance is exceeded by 9,805 square metres, resulting in a minimum public benefit value contribution of \$489,269.50.

The applicant has proposed to meet the bonus requirements under Section 12 of the LUB by providing the public benefit of underground wiring of overhead electrical and communication distribution systems as the post-bonus height public benefit for the development. The total for the entire portion of this project is approximately \$596,580.

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 1591 Granville 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**

No risk considerations were identified.

#### **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**

No environmental implications were identified.

#### **ALTERNATIVES**

Regional Council may defeat the staff motion recommending the Incentive or Bonus Zoning Agreement substantially of the same form as set out in Attachment B of this report. This would 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(7) of the LUB – Public Benefit Categories

Attachment B Incentive or Bonus Zoning Agreement Attachment C Details of Proposed Public Benefit

A copy of this report can be obtained online at <a href="https://halifax.ca">halifax.ca</a> or by contacting the Office of the Municipal Clerk at 902,490,4210

Report Prepared by: Sean Audas, Manager Land Development and Subdivision, 902.476.9553

## 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.

THIS AGREEMENT made this	day of	, A.D., 2021.
BETWEEN:		

#### UNITED GULF DEVELOPMENTS LIMITED, 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 related that exceeds the maximum pre-bonus height identified on Map 4 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 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 the undergrounding of overhead electrical and communication distribution systems to satisfy the Public Benefit required by the *Land Use By-law*;

**AND WHEREAS** on November 14, 2019 the HRM Design Review Committee approved the Development and recommended to the Developer Officer of the Municipality the acceptance of the undergrounding of 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 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 twenty-one (21) storey mixed-use building 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 1591 Granville Street, Halifax, Nova Scotia, known as Lot RL-1B, PID 41036096, 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
  - (h) "Public Benefit" means:
    - (a) one or a combination of the public benefits provided by the Developer pursuant to subsection 12(7) of the *Land Use By-law*; and
    - (b) as agreed, to by the Parties pursuant to section 2 of this Agreement.

#### **Public Benefit**

- 2. The Parties agree that the Developer will provide the 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 the 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 confirming that the Public Benefit has been completed.

#### **Construction of Public Benefit**

- 6. The Developer agrees:
  - (a) to install and construct the Public Benefit:
    - (i) at its own cost;
    - (ii) in a good and workmanlike manner;
    - (iii) in accordance with Schedule B;
    - (iv) as sustainable building practises; and
    - (v) in compliance with all Applicable Laws;
  - (b) to complete construction of the Public Benefit by 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 or 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 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, is 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, lot owner 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;
  - (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 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	UNITED GULF DEVELOPMENTS LIMITED						
the presence of	Per: : Name: Office held:						
Witness	Per: Name: Office held:						
SEALED, DELIVERED AND  ATTESTED to by the proper signing officers of Halifax Regional Municipality, duly authorized in that behalf, in the presence of:  Witness	HALIFAX REGIONAL MUNICIPALITY  Per: Mayor						
Witness	Per: Clerk						

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HALIFA)	<u>(</u>		

came and application indenture who	peared o having been by me o	duly sworn, mad	, before me, the subscriber personally _a subscribing witness to the foregoing le oath and said that the same in his/her presence.
			A Commissioner of the Supreme Court of Nova Scotia
PROVINCE OF SCOTIA COLUMN HALIFAX			
came and ap	peared o having been by me o	duly sworn, mad	, before me, the subscriber personally _a subscribing witness to the foregoing le oath and said that the same in his/her presence.
			A Commissioner of the Supreme Court of Nova Scotia
PROVINCE C	DF NOVA SCOTIA		
COUNTY OF	HALIFAX, NOVA SCO	DTIA	
personally can the subscribing that Mike Sava	ne and appeared g witness to the forego ge, Mayor, and lain Ma	ing Indenture v acLean, Munici	, A.D. 20, before me, the subscriber tho being by me sworn, made oath, and said oal Clerk of the Halifax Regional Municipality, nicipality thereto in his/her presence.
			A Commissioner of the Supreme Court of Nova Scotia

#### **SCHEDULE A**

Registration County: HALIFAX COUNTY

Street/Place Name: GRANVILLE STREET/HALIFAX

Title of Plan: PLAN OF SURVEY OF LOTS RL-1B & XY1-A, BEING A S/D & CONSOL OF LOT

XY1 AND PARCEL A, LANDS OF 3104854 NOVA SCOTIA LTD

Designation of Parcel on Plan: LOT RL-1B Registration Number of Plan: 109774787

Registration Date of Plan: 2016-10-21 15:51:48

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

#### Compliance:

This parcel is created by a subdivision (details below) that has been filed under the Registry Act

or registered under the Land Registration Acy

Registration District: HALIFAX COUNTY Registration Year: 2016

Pan of Document Number: 1097774787

#### SCHEDULE B – Post Bonus Cost Estimates



Planning + Design Studio

November 18, 2021

Sean Audas Principal Planner & Development Officer Current Planning Halifax Regional Municipality RE: Density Bonusing Proposal for Development Permit Application No. 181854

Dear Sean

In replacement to my July 7th, 2021 letter, this letter provides information regarding the density bonusing proposal for development permit application number 181854 (Skye Halifax), updated to consider the most recent updated CPI calculations.

Map 4 of the Downtown Halifax Land Use By-law indicates a pre-bonus maximum height on the site of 51 metres. The building includes five floors above or partially above this height, each with a gross floor area of 1,961 m². Additionally, one floor of penthouse amenity space and one floor of mechanical space are located above this height; however, Subsection 8(8) of the Downtown Halifax Land Use By-law specifies that height provisions (including post-bonus provisions outlined in Subsection 8(7)) do not apply penthouses, elevators, and mechanical enclosures.

The rate used is \$40.00/m² adjusted using the Statistics Canada, Halifax CPI on for October, 2021. As per the calculations of the LUB, the required public value is:

 $(5 \text{ floors})^*(1,961 \text{ m}^2/\text{floor})^*(\$49.90/\text{m}^2) = \$489,269.50$ 

In line with the Design Review Committee's recommendation and as enabled by Clause 12(7) (j) of the By-law, United Gulf Developments Ltd. is planning to underground power lines in fulfillment of the required public benefit.

Granville Street currently features large power and communication poles directly in front of the subject site and running the site's entire length.



The attached estimate prepared by Eastpoint Engineering indicates an expected cost of \$596,580 for work directly related to the undergrounding efforts for these poles. This amount exceeds the amount required for public benefit provisions.

I trust that this meets your needs and look forward to advancing the density bonus agreement to Council.

Sincerely,



63 King Street Dartmouth, Nova Scotia + 1 902 423 0649 info@uplandstudio.ca uplandstudio.ca

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6720

OPINION OF PROBABLE COST - ELECTRICAL Issued for Review Halifax, NS

		NMS DIVISION			SUB-DIVISION (USER SPECIFIED)		ty	Total Unit Cost (incl sub- contractor O&P)	Line Total		Section Total (Note 1)	Cost Reference	
+		Division 26 - Electrical							\$				
+	•	26 05 00 - Common work results for electrical	+		Engineering design/construction support	1	LS	\$ 33,266	\$	33,266	\$ 47,530	Costworks 2020 (approx. 7% of construction cost)	
			+		Permitting fees	1	LS	\$ 4,752	\$	4,752		Costworks 2020 (approx. 1% of construction cost)	
			+	•	Contract administration/project management	1	LS	\$ 9,505	\$	9,505		Costworks 2020 (approx. 2% of construction cost)	
+	•	26 12 13 - Liquid-filled, medium voltage transformers	+		150kVA Tx to replace pole top transformers feeding bldg on Granville	0	EA	\$ 32,000	*		\$ .	Costworks 2020	
		•	+		Concrete pads for transformers	0	EA	\$ 2,000	_			Costworks 2020	
+		26 56 19 - Roadway lighting	+		Wiring	265	m	\$ 14		3,710	\$ 45,610	Costworks 2020	
		•	+		Conduit	235	m	\$ 60	\$	14,100		Costworks 2020	
			+		Decorative light pole w/ luminaire and transformer base	4	EA	\$ 6,000	\$	24,000		Manufacturer	
			+		Concrete bases	4	EA	\$ 950	\$	3,800		Costworks 2020	
+		26 05 05 - Selective demolition for electrical	+		Power pole demolition	6	EA	\$ 120		720	\$ 12,670	Costworks 2020	
			+		Transformer demolition	7	EA	\$ 750		5,250		Costworks 2020	
		•	+		Overhead wiring demolition	100	m	\$ 30		3,000		Costworks 2020	
		•	+		Street lighting demolition	3	EA	\$ 100		300		Costworks 2020	
		•	+		Street light wiring demolition	170	m	\$ 20	\$	3,400		Costworks 2020	
+	•	33 71 73.02 - Underground electrical service	+		U/G Distribution wiring	190	m	\$ 390	\$	74,100	\$ 412,950		
		•	+	•	Grounding	1	LS	\$ 5,000	\$	5,000		Contractor pricing from previous job	
		•	+	•	U/G duct bank (trench, conduit, ground)	190	m	\$ 655	*	124,450		Contractor pricing from previous job	
		•	+	•	U/G duct bank (concrete, back fill)	190	m	\$ 260	\$	49,400		Contractor pricing from previous job	
			+		Cubicles	4	EA	\$ 30,000	\$	120,000		Manufacturer	
		•	+		Medium voltage connectors	1	LS	\$ 40,000	\$	40,000		Costworks 2020	
		•	+		Temporary power pole for construction site on Granville	0	EA	\$ 2,500	\$			Costworks 2020	
		•	+		Temporary pole top transformers for construction site on Granville	0	EA	\$ 5,700	\$			Costworks 2020	

Ion Granville				u
		Sub-Total: (Nato 1)	\$ 518,760	Г
	General Conditions:	15%	\$ 77,814	
	Construction O & P Cost:	0%	\$	
	Contingency:	0%	\$	
		Total: [800.1]	\$ 596,580	

- "Section Total", "Sub-total", and "Total" cells are rounded up to the nearest \$10
   General conditions indicate HST

+ 1 902 423 0649 info@uplandstudio.ca uplandstudio.ca

63 King Street Dartmouth, Nova Scotia B2Y 2R7

#### Attachment C- Details of Proposed Public Benefit



Planning + Design Studio

November 18, 2021

Sean Audas Principal Planner & Development Officer Current Planning Halifax Regional Municipality

#### RE: Density Bonusing Proposal for Development Permit Application No. 181854

Dear Sean,

In replacement to my July 7th, 2021 letter, this letter provides information regarding the density bonusing proposal for development permit application number 181854 (Skye Halifax), updated to consider the most recent updated CPI calculations.

Map 4 of the Downtown Halifax Land Use By-law indicates a pre-bonus maximum height on the site of 51 metres. The building includes five floors above or partially above this height, each with a gross floor area of 1,961 m². Additionally, one floor of penthouse amenity space and one floor of mechanical space are located above this height; however, Subsection 8(8) of the Downtown Halifax Land Use By-law specifies that height provisions (including post-bonus provisions outlined in Subsection 8(7)) do not apply penthouses, elevators, and mechanical enclosures.

The rate used is \$40.00/m² adjusted using the Statistics Canada, Halifax CPI on for October, 2021. As per the calculations of the LUB, the required public value is:

(5 floors)\*(1,961 m<sup>2</sup>/floor)\*(\$49.90/m<sup>2</sup>) = \$489,269.50

In line with the Design Review Committee's recommendation and as enabled by Clause 12(7) (j) of the By-law, United Gulf Developments Ltd. is planning to underground power lines in fulfillment of the required public benefit.

Granville Street currently features large power and communication poles directly in front of the subject site and running the site's entire length.



The attached estimate prepared by Eastpoint Engineering indicates an expected cost of \$596,580 for work directly related to the undergrounding efforts for these poles. This amount exceeds the amount required for public benefit provisions.

I trust that this meets your needs and look forward to advancing the density bonus agreement to Council.

Sincerely,

lan Watson Senior Planner

> 63 King Street Dartmouth, Nova Scotia B2Y 2R7

+ 1 902 423 0649 info@uplandstudio.ca uplandstudio.ca

## Attachment C- Details of Proposed Public Benefit



# OPINION OF PROBABLE COST - ELECTRICAL Issued for Review

		NMS DIVISION		SUB-DIVISION (USER SPECIFIED)	Qty (incl sub- centractor O&P)		Qty		Qty			Line Total		Section Total (Note1)	Cost Reference
+		Division 26 - Electrical						\$	1						
+	•	26 05 00 - Common work results for electrical	+	Ergineering design/construction support	1	LS	\$ 33,266	\$ 33	,266	\$ 47,530	Costworks 2020  approx. 7% of construction cost)				
		,	+	Permitting fees	1	LS	\$ 4,752	\$ 4	,752		Costworks 2020 approx. 1% of construction cost)				
		,	+	Contract administration/project management	1	LS	\$ 9,505	\$ 9	,505		Costworks 2020 approx. 2% of construction cost)				
+	•	26 12 13 - Liquid-filled, medium voltage transformers	+	150kVATx to replace pole top transformers feeding bldg on Granville	0	EA	\$ 32,000		ı.	\$ .	Costworks 2020				
			+	Concrete pads for transformers	0	EA	\$ 2,000		1		Costworks 2020				
+		26 56 19 - Roadway lighting	+	Wring	265	m	\$ 14		,710	\$ 45,610	Costworks 2020				
			+	Conduit	235	m	\$ 60	\$ 14	,100		Costworks 2020				
		,	+	Decorative light pole w/ luminaire and transformer base	4	EA	\$ 8,000		,000		Manufacturer				
			+	Concrete bases	4	EA	\$ 950	\$ 3	,800		Costworks 2020				
+		26 05 05 - Selective demolition for electrical	+	Power pole demolition	6	EA	\$ 120		720	\$ 12,670	Costworks 2020				
		-	+	Transformer demoition	7	EA	\$ 750		,250		Costworks 2020				
			+	Overhead wiring demolition	100	=	\$ 30	\$ 3	,000		Costworks 2020				
		,	+	Street lighting demolition	3	EA	\$ 100		300		Costworks 2020				
			+	Street light wiring demolition	170	m	\$ 20	\$ 3	,400		Costworks 2020				
+		33 71 73.02 - Underground electrical service	+	U/G Distribution wiring	190	E	\$ 390	\$ 74	,100	\$ 412,950					
			+	Grounding	1	LS	\$ 5,000	\$ 6	,000		Contractor priding from previous job				
		-	+	U/G duct bank (trench, conduit, ground)	190	E	\$ 655	\$ 124	,450		Contractor priding from previous job				
		•	+	U/G duct bank (concrete, back fill)	190	n	\$ 260	*	,400		Contractor priding from previous job				
		•	+	Cubicles	4	EA	\$ 30,000		,000		Manufacturer				
		•	+	Medium voltage connectors	1	LS	\$ 40,000	\$ 40	,000		Costworks 2020				
		•	+	Temporary power pole for construction site on Granville	0	EA	\$ 2,500	\$			Costworks 2020				
		•	+	Temporary pole top transformers for construction site on Granville	0	EA	\$ 5,700	\$			Costworks 2020				
								Sub-Total:	Note 1	\$ 518,760					
$\overline{}$							General Conditions	15%		\$ 77.814	1				

Total:

NOTES:

1 "Section Total", "Sub-stat", and "Total" calls are rounded up to the rearest \$10

2 General conditions indicate HST