




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

**Item No.11.1.5**  
**Halifax Regional Council**  
**April 28, 2015**

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

**SUBMITTED BY:**

Original signed by 

Richard Butts, Chief Administrative Officer

Original Signed by 

Mike Labrecque, Deputy Chief Administrative Officer

**DATE:** April 2<sup>nd</sup>, 2015

**SUBJECT:** **Case 19156: Incentive or Bonus Zoning Agreement - Mixed-Use Development at 5268 and 5262 Sackville Street and 1593 Market Street, Halifax**

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### **ORIGIN**

- April 10<sup>th</sup>, 2014 Design Review Committee approval of the qualitative elements of the substantive site plan application for the mixed-use development at the corner of Sackville Street and Market Street, Halifax (Mosaik Properties Management Limited); and
- Construction Permit application No.143518.

### **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, by resolution, the Incentive or Bonus Zoning Agreement as provided in "Attachment A" of this report for the mixed-used development at 5262 and 5268 Sackville Street and 1593 Market Street in Halifax, and authorize the Mayor and Clerk to enter into and execute an agreement with the property owner regarding sustainable building practices

## **BACKGROUND**

The applicant proposes to develop an 8 storey mixed use building at the corner of Market Street and Sackville Street. The applicant plans to demolish the existing buildings on the subject properties but will maintain the 3 storey façade of the building at 5262 and 5268 Sackville Street. The additional 5 storeys will be stepped back from the main facade.

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

- approximately 8,050 sq. ft. of commercial area located on the ground level and basement level;
- 39 residential units through a mix of bachelor, 1-bedroom and 2-bedroom units;
- pedestrian entrances will be provided along Market and Sackville Streets and at the corner of Market and Sackville Street;
- a landscaped flat roof with amenity area;
- weather protection at sidewalk level via recessed building entrances and canopies;
- exterior cladding material includes granite panels and metal panels;
- no vehicular parking; and
- bicycle parking facilities as per requirements of the 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. 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 and proposes a height of 28 metres, which may be considered as a post-bonus height. The proposed public benefit includes sustainable building practices through the retention of the existing façade and through the re-utilization of some building materials in the project of the new addition. Through retaining the existing façade, the energy required to demolish the building will be reduced as well the energy and resources required for new material. The development also proposes the reuse and salvage of portions of the building that will be demolished which will reduce the overall waste produced as part of the development. Further information about the approach to the design of the building has been provided by the applicant (Schedule B of Attachment A).

## **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 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 sustainable building practices. The DRC recommended that the Development Officer accept the provision of sustainable building practices as the public benefit for the project. Specifically, their motion in this regard is as follows:

*“MOVED BY MR. FILLMORE, SECONDED BY MS. SIRRS THAT THE DESIGN REVIEW COMMITTEE: RECOMMENDS THAT THE DEVELOPMENT OFFICER ACCEPT, AS THE POST-BONUS HEIGHT PUBLIC BENEFIT FOR THE PROJECT, SUSTAINABLE BUILDING PRACTICES THROUGH THE RETENTION OF THE EXISTING FAÇADE AT 5262 & 5268 SACKVILLE STREET AND THE REUSE OF BUILDING MATERIALS. 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 \$4.40<sup>1</sup> 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. The project is approximately 28 metres in height, with the exception of the elevator access to the rooftop amenity space. The post bonus height would allow an additional 2 storeys or approximately 876.82 square metres in gross floor area. This would result in a public benefit value of approximately \$38,580.

The estimated cost of retaining the existing façade is \$400,000.00. This estimate includes the added costs for structural engineering for the design of the retention system to keep the façade in place during the construction of the rest of the building and materials and labour to appropriately attach the old façade to the new building and to repair the existing façade, which includes repointing the old brick work and polishing the old granite stone.

The proposal from the developer to provide \$400,000 in value relative to exemplary sustainable building practices 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 at 5268 and 5262 Sackville Street and 1593 Market Street in Halifax.

## **FINANCIAL IMPLICATIONS**

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

## **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.

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<sup>1</sup> 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 of the LUB Public Benefit Categories

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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: Sean Audas, Development Officer, 902.490.4402

Report Approved by: \_\_\_\_\_  
Kurt Pyle, Acting Manager, Development Approvals, 902.490.6011

Report Approved by: \_\_\_\_\_  
John Traves, Director, Legal, Insurance and Risk Management  
Services, 902.490.4219

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

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

**THIS AGREEMENT** made this \_\_\_\_ day of \_\_\_\_\_, A.D., 2015.

**BETWEEN:**

**MOSAİK PROPERTY MANAGEMENT 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 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 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 April 10<sup>th</sup>, 2014 the Design Review Committee approved the Development and recommended to the Development Officer of the Municipality the acceptance of exemplary sustainable building practices in the form of retaining the existing façade, and re-use of building materials as the Public Benefit for the Development;

**AND WHEREAS** by approving this Agreement, the Council of the Municipality has accepted exemplary sustainable building practices 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 an eight (8) 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;
- (e) “Municipality” means the Halifax Regional Municipality;
- (f) “Property” means the land(s) comprising the site where the Public Benefit is to be provided being 5262 and 5268 Sackville Street and 1593 Market Street, Halifax, Nova Scotia, known as P.I.D. # 00076927 the said lands being recorded at the Registry of Deeds (or Land Registration Office) for the Halifax Regional Municipality as Document Number 102128882 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 exemplary sustainable building practices in the form of retaining the existing façade, and through the re-utilization of some building materials in the project of the new addition 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;
    - (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 Height Rational & 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 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**

**MOSAİK PROPERTY  
MANAGEMENT LIMITED**

the presence of

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

**Name:**

**Office held:**

\_\_\_\_\_  
Witness

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

**Name:**

**Office held:**

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**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:

\_\_\_\_\_  
Witness

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

Mayor

\_\_\_\_\_  
Witness

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

Clerk

**PARCEL DESCRIPTION REPORT**

2012-12-05 10:58:50

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**PID:** 76927  
**CURRENT STATUS:** ACTIVE  
**EFFECTIVE DATE/TIME:** 2007-11-14 12:25:07

All those certain lots, pieces or parcels of land situate on Market and Sackville Streets in the City of Halifax, particularly described as follows:

Commencing at the point where the southern line of Sackville Street is intersected by the eastern line of Market Street formerly known as Albemarle Street;

Thence southerly along the eastern line of Market Street one hundred and two (102) feet to the northern line of the property known as 31 Market Street, formerly owned by James OBrien and Rodger OBrien;

Thence easterly sixty-two (62) feet two (2) inches to the general rear line;

Thence northerly along said rear line one hundred and two (102) feet to the southern line of Sackville Street;

Thence westerly sixty-one (61) feet eleven (11) inches to the place of commencement.

The parcel was created by a subdivision that predates subdivisions control or planning legislation or by-laws in the municipality and therefore no subdivision approval was required for creation of this parcel.

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**External Comments:**

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**Description Change Details:**

**Reason:**

**Author of New or**

**Changed Description:**

**Name:**

**Registered Instruments:**

**Comments:**



Schedule B  
Post Bonus Height Rationale and Cost Estimate

## **POST BONUS HEIGHT RATIONALE**

Habitants and visitors come to Halifax partly because of the rich heritage that exists in the city and province. Halifax has been home to generations of families that are proud of the city's history and tradition. Over the years the spirit is kept alive by celebrating and respecting the past while also evolving the city to function in the present and into the future.

On the corner of Sackville and Market Street sits an old masonry building that has occupied the corner for over a century. The structure is not a designated historic heritage landmark. But take a closer look at the design and detail of the facade and it will tell you a story of how the building and the city functioned in the past and the importance of keeping it today. The facade is in good shape which provides an excellent opportunity to include past Halifax architecture into a new development and promote 'green' sustainable building outlined in section 5.1 of the design manual.

The value of sustainable practices has become important to cities around the world, including Halifax. We are proposing to implement the façadism preservation strategy by maintaining the front masonry facades and portions of the back facades. Saving the facade will reduce the overall environmental impact of demolition and construction (5.2.4-Construction Waste Management, of the design manual). The strategy will reduce energy use in demolition, the amount of construction waste, reduce raw material extraction, manufacturing, and transportation of new materials. We will also be reusing or salvaging the rest of the masonry for uses inside the new building to limit waste and divert it from the landfill (5.2.8(b)).

The dedication for implementing this strategy does come with a price. The anticipated additional cost to retain the facade versus tearing it down is approximately \$400,000. The development is projected to be a showcase project for sustainable practice in Atlantic Canada that would be used to promote future sustainable development.

The design is meant to show respect to the past by as the facade will continue to highlight the street corner for the foreseeable future. For the efforts brought on by the developer to keep the history of Halifax alive in this particular area where few older buildings still remain, and implementing sustainable practices in the design, we would like to request approval of the Post-Bonus Height allowance. The unique design will be a public benefit as it shows how Halifax celebrates its past in combination with how it values its future.

# MOSAİK

PROPERTIES

**Mosaik Properties Limited**

**5268 Sackville Street – Site Plan Application**

**Attention: Kurt Pyle, Stephanie Norman**

**Date: March 3, 2015**

**Re: Proposed Public Benefit Contribution**

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We are proposing to construct the 5268 Sackville Street project to the post bonus height of 28 meters. This represents an additional gross square footage of 876.82 square meters when compared to the pre-bonus height of 22 meters. The LUB references a required public benefit of \$4.00 for every 0.1 square meters of gross floor area, which in this instance would equate to \$35,072.80. For your reference, the extra construction costs by utilizing this exemplary sustainable building practice would cost \$400,000, which surpasses the public benefit sq. footage amount by \$364,928.

The extra construction costs by saving the building façade and reusing materials from the existing building are as follows:

**Structural Engineering- Design a retention system to hold up existing façade while the rest of the building is removed**  
**\$60,000**

**Custom made steel beams and braces to secure the façade during demolition**  
**\$110,000**

**Labour to install brackets and steel beams, as well as separate by hand all the connections to the existing building.**  
**\$70,000**

**Design and implement a fastening system to attach old façade to new building and waterproof interior and exterior façade.**  
**\$110,000**

**Repoint existing brickwork and polish existing granite stone.**  
**\$50,000**

The dedication for implementing this strategy does come with a considerable price. The anticipated additional cost to retain the façade versus tearing it down is \$400,000. The development is projected to be a showcase project for exemplary sustainable building practice in Atlantic Canada that would be used to promote future sustainable development in the downtown core.

Regards

Original Signed

George Giannoulis  
President  
Mosaik Properties Limited



② Sackville Street  
1/8" = 1'-0"

**Attachment B**  
**Section 12 of the LUB Public Benefit Categories**

**Post-Bonus Height Provisions - Buildings Higher than the Pre-Bonus Height Requirements**

- 12 (1) A building that exceeds the Maximum Pre-Bonus Height as shown on Map 4 shall be required to provide a public benefit on the lot equal to a value of not less than \$4.00 per 0.1 square metre of gross floor area for all or part of any storey above the Pre-Bonus Heights. Where it is not feasible to provide the public benefit on the lot being developed, the developer shall provide the benefit off-site as may be agreed between the Municipality and the developer.
- (2) The developer shall submit cost estimates, in a format acceptable to the Development Officer, which provide detailed costs of the public benefit.
- (3) The rate of \$4.00 per 0.1 square metre in subsection (1) shall be adjusted annually in accordance with the Statistics Canada, Province of Nova Scotia Consumer Price Index, on the anniversary of adoption date of this By-law.
- (4) The public benefit shall be completed at the time of the issuance of an Occupancy Permit pursuant to the *Building By-law* (HRM By-law B-201) or such other time as may be provided under the public benefit agreement.
- (5) The provisions of subsection (1) do not apply to additional height provided for the Prominent Visual Terminus Sites identified on Map 9, unoccupied architectural features, and permitted height encroachments pursuant to subsection (9) of subsection 8.

**Bonus Exception for Registered Heritage Buildings**

- (6) Development which proposes the demolition of a Registered Heritage Building is not eligible for bonus height and cannot exceed the Maximum Pre-Bonus Height shown on Map 4.

**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 preservation 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; Downtown Halifax Land Use By-law Page 33

(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)**

- (8) The developer shall provide a written proposal which provides a description of the details and extent of the Public Benefit to be provided.

#### **Public Benefit Agreement**

- (9) Prior to the issuance of a development permit by the Development Officer, the developer shall enter into an agreement with the Municipality which shall:
- (a) identify the particular parcel of land to be developed, where the public benefit is to be provided off-site of the development;
  - (b) include design drawings, provided by the developer for the required public benefit and where necessary, include detailed construction drawings, site plans, specifications, and cost estimates of the proposed work; and
  - (c) identify the required process and conditions for supervision and acceptance of the proposed public benefit before the work is accepted by the Municipality as the public benefit for the development.