



P.O. Box 1749  
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**Item No. 4.1.1**  
**Halifax and West Community Council**  
**January 16, 2024**  
**February 12, 2024**

**TO:** Chair and Members of Halifax and West Community Council

**SUBMITTED BY:** *- Original Signed -*  
\_\_\_\_\_  
Jacqueline Hamilton, Executive Director of Planning and Development

**DATE:** December 22, 2023

**SUBJECT:** **Case 2023-00534 (formerly case 24638): Development Agreement for 6590 Bayers Road, Halifax**

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**ORIGIN**

Application by Irving Oil to relocate an existing gas station and convenience store use due to the HRM road widening project for Bayers Road.

**LEGISLATIVE AUTHORITY**

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

**RECOMMENDATION**

It is recommended that Halifax and West Community Council:

1. Give notice of motion to consider the proposed development agreement, as set out in Attachment A, to allow relocation and redevelopment of an existing service station (gas station and accessory convenience store) and schedule a public hearing;
2. Approve the proposed development agreement, which shall be substantially of the same form as set out in Attachment A; and
3. Require the agreement be signed by the property owner within 240 days, or any extension thereof granted by Council on request of the property owner, from the date of final approval by Council and any other bodies as necessary, including applicable appeal periods, whichever is later; otherwise this approval will be void and obligations arising hereunder shall be at an end.

## **BACKGROUND**

HRM is in the process of acquiring a 6-to-8 meter strip of land along the north property boundary of 6590 Bayers Road, Halifax, as part of a project to widen the existing Bayers Road public street, in order to accommodate proposed public transit lanes. This land acquisition will impact the use of the existing fuel canopy of the Canadian Tire Gas+, resulting in a need to redevelop the site. The site is designated and zoned Corridor (COR) within the Regional Centre Municipal Planning Strategy (MPS) and Regional Centre Land Use By-law (LUB). Service Stations (gas stations) are not permitted uses within the COR (Corridor) zone, therefore, the site is a non-conforming use. A development agreement is necessary to permit the redevelopment and continued operation of a service station as per Policy IM-20 of the MPS.

Furthermore, although a service station is a defined use within the LUB, a convenience store as an accessory use is not defined, nor are any other similar uses listed as permitted accessory uses to a service station use. Through review of the planning application, it was determined that defining the gas bar and convenience store use would add clarity and ease of implementation.

<b>Subject Site</b>	6590 Bayers Rd, Halifax (PIDs 00058768, 41233339 and 41233347)
<b>Location</b>	Southeast corner of Bayers Rd and Connaught Ave in Halifax
<b>Regional Plan Designation</b>	Urban Settlement (US)
<b>Community Plan Designation (Map 1)</b>	COR (Corridor), Regional Centre Municipal Planning Strategy (MPS)
<b>Zoning (Map 2)</b>	COR (Corridor), Regional Centre Land Use By-law (LUB)
<b>Size of Site</b>	2127.5m <sup>2</sup> (22,900ft <sup>2</sup> )
<b>Street Frontage</b>	34m (112 ft.) along Bayers Rd and 65m (213 ft.) along Connaught Ave
<b>Current Land Use(s)</b>	Gas bar and convenience store
<b>Surrounding Use(s)</b>	Church and commercial uses with low rise residential further south and east

## **Proposal Details**

The applicant proposes to relocate and redevelop an existing gas station and convenience store. HRM is in the process of obtaining additional land in order to widen Bayers Road for future transit lanes. The land required for the public street widening impacts the existing development, therefore, it is necessary to relocate the gas bar and convenience store. The following changes are proposed as a result of the required redevelopment:

- Relocation of convenience store to southeast portion of the site;
- Reduction of number of fuel dispenser positions from eight (8) to six (6);
- Reduction of convenience store gross floor area from ~275m<sup>2</sup> to ~255m<sup>2</sup>;
- Reduction of driveway accesses from four (4) to two (2);
- Reduction of parking spaces to eleven (11) including accessible spaces; and
- Addition of bicycle racks.

## **Enabling Policy and LUB Context**

Policy IM-20 of the Regional Centre Municipal Planning Strategy enables this proposal through the development agreement process. Policy IM-20 states that:

*Council may, by development agreement, allow a use of land that is not otherwise permitted in the zone provided the proposed use of land enables the relocation of the same non-conforming use that is located on an adjacent lot, or a portion of a lot, that is needed by the Municipality, Halifax Dartmouth Bridge Commission, or the Province for public purposes.*

In the case of this application, the relocation of the non-conforming land use is triggered by the Municipality's need for a portion of the lands for road widening on Bayers Road to allow for transit improvements. The non-conforming use is being relocated and reoriented on another portion of the same

property. In fact, the redevelopment of the site improves site access while reducing the intensity of the use with a smaller building footprint and a reduced number of fuel pumps.

## **COMMUNITY ENGAGEMENT**

The community engagement process is consistent with the intent of the HRM Community Engagement Strategy. The level of community engagement was consultation, achieved through provision of information and seeking of feedback through the HRM website, signage posted on the subject site, and letters mailed to property owners within the notification area. A total of 176 letters were mailed to property owners and tenants within the notification area (Map 2). The HRM website received a total of 324 unique page views over the course of the application, with an average time on page of 32 seconds. Staff received no responses from the public.

A public hearing must be held by Halifax and West Community Council before they can consider approval of the proposed development agreement. Should Community Council decide to proceed with a public hearing on this application, in addition to the advertisement on the HRM webpage, property owners within the notification area shown on Map 2 will be notified of the hearing by regular mail.

## **DISCUSSION**

Staff has reviewed the proposal relative to all relevant policies and advise that it is reasonably consistent with the intent of the MPS. Attachment B provides an evaluation of the proposed development agreement in relation to the relevant MPS policies.

Policy IM-21 of the MPS states that when considering a development agreement under Policy IM-20, Council shall consider certain criteria. These criteria include but are not limited to controls and design that reduce impact and conflict with adjacent land uses and compatibility considerations. These criteria for consideration are addressed within the development agreement and are detailed further below.

### **Proposed Development Agreement**

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

- Building siting, size and height- The siting of the main building is proposed at the east corner of the lot. The impact on adjacent land uses is expected to be negligible as the building will back onto the parking lot and side yard of an existing church. The height and bulk of the proposed main building will be similar to the existing main building at 1.5 storey, with a hipped roof and a slight decrease in floor area (275m<sup>2</sup> to 255m<sup>2</sup>). The scale is similar to or smaller than most adjacent and surrounding land uses, with any smaller scale residential uses buffered by either other land uses (commercial and institutional) or Connaught Avenue, which has five traffic lanes and a boulevard. Further, the number of fuel pump bays have been reduced from eight (8) to six (6).
- Access locations- The proposal includes a reduction in access locations from four (4), two on each of Bayers Rd and Connaught Ave, to two (2), one on each of Bayers Rd and Connaught Ave.
- Parking supply and location- Proposed parking spaces are located at the front and side of the building, which reduces the need for pedestrian movement within the parking lot. There are 11 parking spaces proposed which is appropriate for the use, size, and location of the redevelopment.
- Waste management storage- Appropriate setbacks and screening requirements are set out within the development agreement.
- Signage- Signage is aligned with LUB requirements, with the addition of one permitted, freestanding ground sign, which is consistent with the current signage on site.

The attached proposed development agreement will permit a gas station and convenience store, subject to the controls and design regulations identified above. As mentioned previously, the redevelopment of the site results in several site improvements, including but not limited to a reduced building footprint, a reduced number of fuel pumps and improved site access. The controls contained in the development agreement make for a less intense non-confirming use that is consistent with the relevant policies contained within the MPS.

Staff have recommended an extended time allowance (to 240 days) for signing of the Agreement in order to allow for the transfer of the lands in accordance with the purchase and sale agreement associated with the Bayers Road widening.

### **Conclusion**

Staff have reviewed the proposal in terms of all relevant policy criteria and advise that the proposal is reasonably consistent with the intent of the MPS. Therefore, staff recommend that the Halifax and West Community Council approve the proposed development agreement.

### **FINANCIAL IMPLICATIONS**

There are no budget implications. The applicant will be responsible for all costs, expenses, liabilities and obligations imposed under or incurred in order to satisfy the terms of this proposed development agreement. The administration of the proposed development agreement can be carried out within the approved 2023-2024 operating budget for Planning and Development.

### **RISK CONSIDERATION**

There are no significant risks associated with the recommendations contained within this report. This application may be considered under existing MPS policies. Community Council has the discretion to make decisions that are consistent with the MPS, and such decisions may be appealed to the N.S. Utility and Review Board. Information concerning risks and other implications of adopting the proposed development agreement are contained within the Discussion section of this report.

### **ENVIRONMENTAL IMPLICATIONS**

Removal/relocation of underground storage tanks (UST) is required to follow federal and provincial regulations under the Canadian Environmental Protection Act and the Environment Act, respectively. These processes are monitored by the appropriate regulating bodies and minimal additional risk is expected as a result of approving the recommendations contained in this report.

### **ALTERNATIVES**

1. Halifax and West Community Council may choose to approve the proposed development agreement subject to modifications. Such modifications may require further negotiation with the applicant and may require a supplementary report or another public hearing. A decision of Council to approve this development agreement is appealable to the N.S. Utility & Review Board as per Section 262 of the *HRM Charter*.
2. Halifax and West Community Council may choose to refuse the proposed development agreement, and in doing so, must provide reasons why the proposed agreement does not reasonably carry out the intent of the MPS. A decision of Council to refuse the proposed development agreement is appealable to the N.S. Utility & Review Board as per Section 262 of the *HRM Charter*.

**ATTACHMENTS**

Map 1: Generalized Future Land Use  
Map 2: Zoning and Notification Area

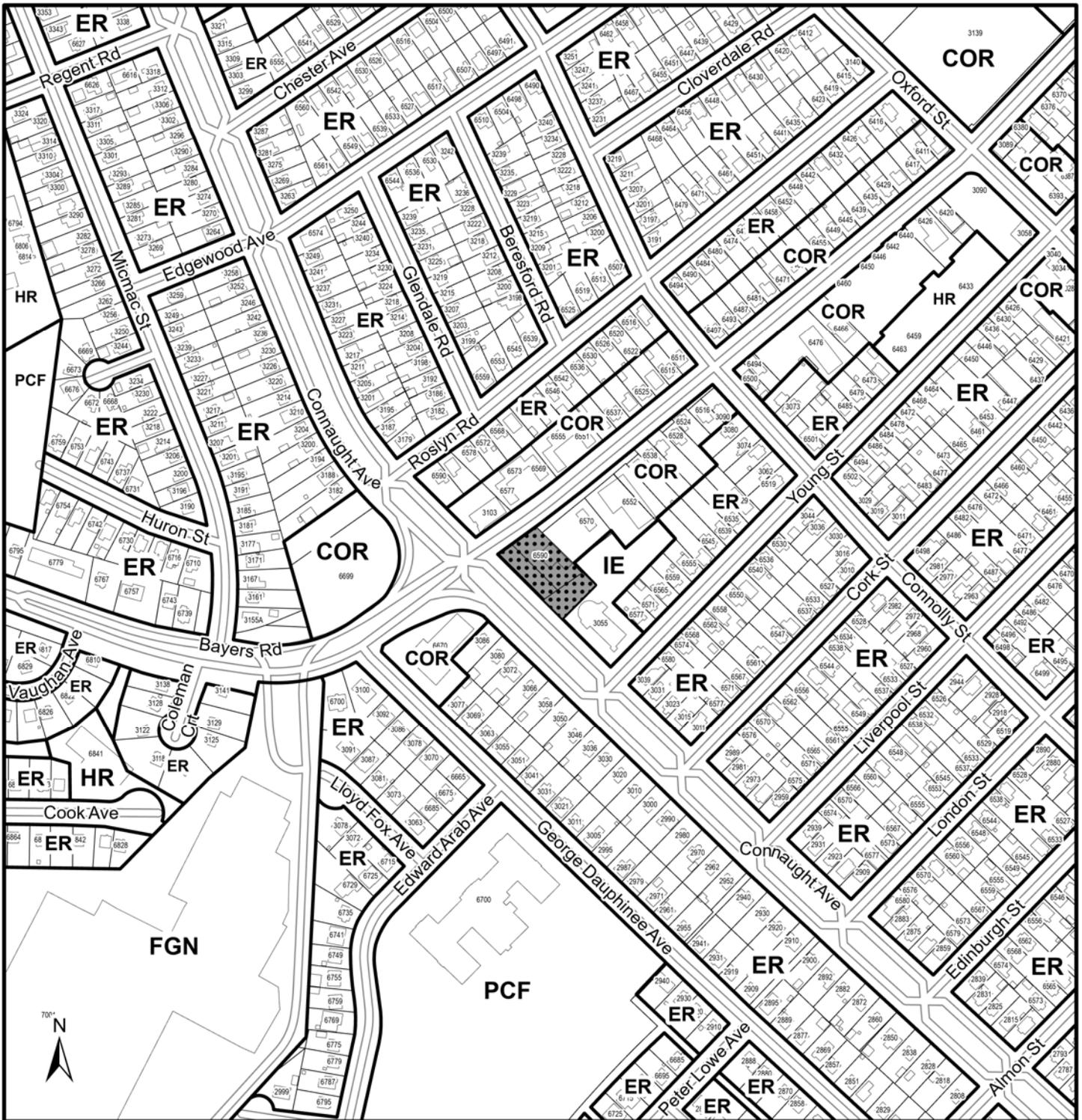
Attachment A: Proposed Development Agreement  
Attachment B: Review of Relevant MPS Policies

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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.

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**Map 1 - Generalized Future Land Use**

6590 Bayers Rd,  
Halifax

 Area of Proposed Development Agreement

**Designation**

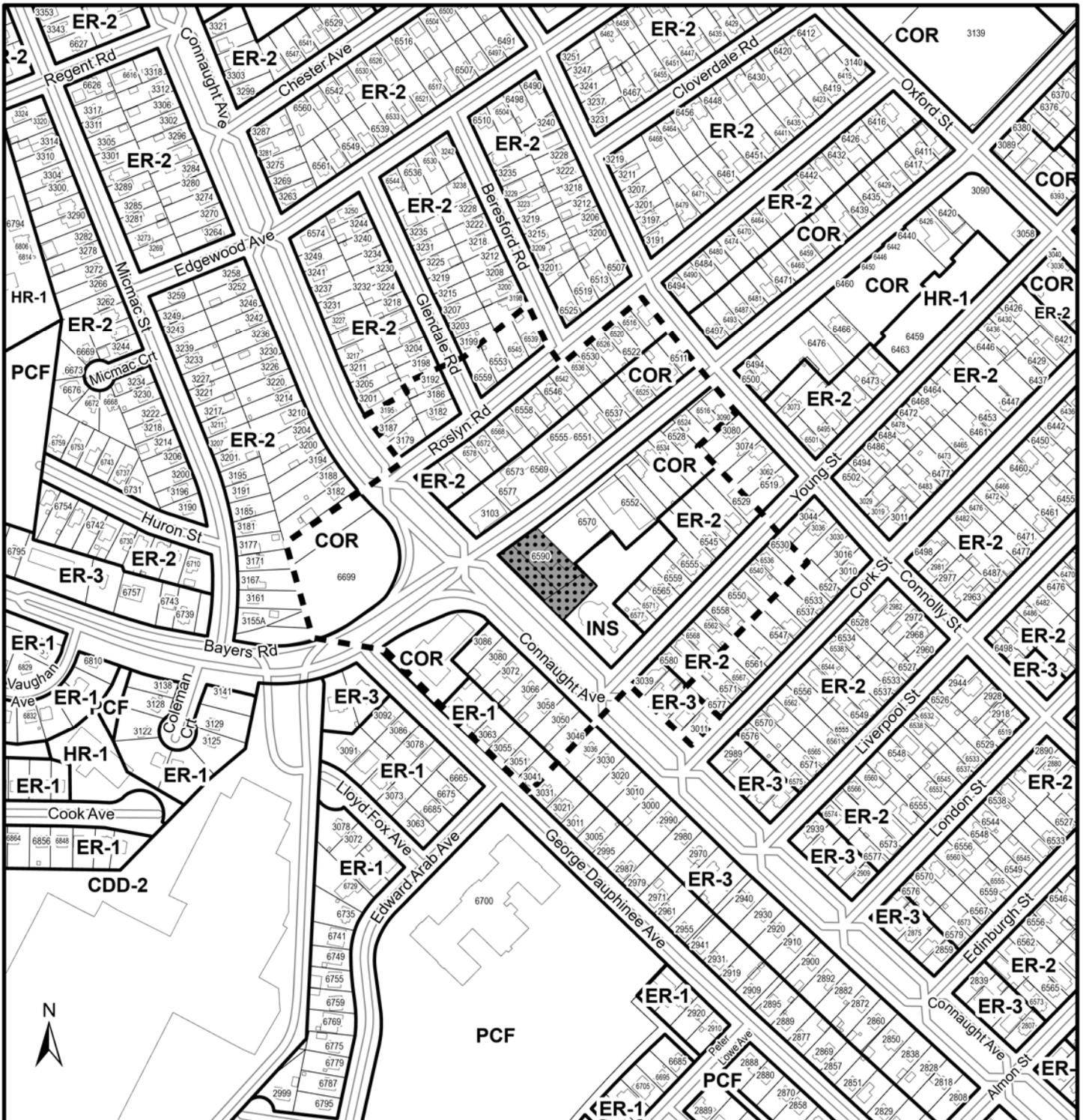
COR	Corridor
ER	Established Residential
FGN	Future Growth Node
HR	Higher-Order Residential
IE	Institutional Employment
PCF	Park and Community Facility



This map is an unofficial reproduction of a portion of the Generalized Future Land Use Map for the plan area indicated.

The accuracy of any representation on this plan is not guaranteed.

Regional Centre Plan Area



### Map 2 - Zoning and Notification Area

6590 Bayers Rd,  
Halifax

-  Area of Proposed Development Agreement
-  Area of Notification

Regional Centre  
Land Use By-Law Area

- | Zone  | Description                          |
|-------|--------------------------------------|
| CDD-2 | Comprehensive Development District 2 |
| COR   | Corridor                             |
| ER-1  | Established Residential 1            |
| ER-2  | Established Residential 2            |
| ER-3  | Established Residential 3            |
| HR-1  | Higher-Order Residential 1           |
| INS   | Institutional                        |
| PCF   | Parks and Community Facilities       |



This map is an unofficial reproduction of a portion of the Zoning Map for the plan area indicated.

The accuracy of any representation on this plan is not guaranteed.

**Attachment A:  
Proposed Development Agreement**

THIS AGREEMENT made this      day of **[Insert Month]**, 2023,

BETWEEN:

**[Insert Name of Corporation/Business LTD.]**  
a body corporate, in the Province of Nova Scotia  
(hereinafter called the "Developer")

OF THE FIRST PART

- and -

**HALIFAX REGIONAL MUNICIPALITY,**  
a municipal body corporate, in the Province of Nova Scotia  
(hereinafter called the "Municipality")

OF THE SECOND PART

**WHEREAS** the Developer is the registered owner of certain lands located at 6590 Bayers Road, Halifax and which said lands are more particularly described in Schedule A hereto (hereinafter called the "Lands");

**AND WHEREAS** the Developer has requested that the Municipality enter into a Development Agreement to allow for the reconstruction of a gas bar and convenience store (a non-conforming use) in a reconfigured format on the Lands pursuant to the provisions of the *Halifax Regional Municipality Charter* and pursuant to Policies IM-18, IM-20 and IM-21 of the Regional Centre Secondary Municipal Planning Strategy and Section 488 of the Regional Centre Land Use By-law;

**AND WHEREAS** the Halifax and West Community Council approved this request at a meeting held on **[Insert - Date]**, referenced as PLANAPP 2023-00534.

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

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

### **1.1 Applicability of Agreement**

- 1.1.1 The Developer agrees that the Lands shall be developed and used only in accordance with and subject to the terms and conditions of this Agreement.

### **1.2 Applicability of Land Use By-law and Subdivision By-law**

- 1.2.1 Except as otherwise provided for herein, the development, use and subdivision of the Lands shall comply with the requirements of the Land Use By-law for the Regional Centre and the Regional Subdivision By-law, as may be amended from time to time.
- 1.2.2 Variances to the requirements of the Regional Centre Land Use Bylaw shall be permitted in accordance with the *Halifax Regional Municipality Charter* in addition to those already varied by this Agreement.

### **1.3 Applicability of Other By-laws, Statutes and Regulations**

- 1.3.1 Further to Section 1.2, nothing in this Agreement shall exempt or be taken to exempt the Developer, lot owner or any other person from complying with the requirements of any by-law of the Municipality applicable to the Lands (other than the Land Use By-law to the extent varied by this Agreement), or any statute or regulation of the Provincial/Federal Government and the Developer or Lot Owner agree(s) to observe and comply with all such laws, by-laws and regulations, as may be amended from time to time, in connection with the development and use of the Lands.
- 1.3.2 The Developer shall be responsible for securing all applicable approvals associated with the on-site and off-site servicing systems required to accommodate the development, including but not limited to sanitary sewer system, water supply system, stormwater sewer and drainage system, and utilities. Such approvals shall be obtained in accordance with all applicable by-laws, standards, policies, and regulations of the Municipality and other approval agencies. All costs associated with the supply and installation of all servicing systems and utilities shall be the responsibility of the Developer. All design drawings and information shall be certified by a Professional Engineer or appropriate professional as required by this Agreement or other approval agencies.

### **1.4 Conflict**

- 1.4.1 Where the provisions of this Agreement conflict with those of any by-law of the Municipality applicable to the Lands (other than the Land Use By-law to the extent varied by this Agreement) or any provincial or federal statute or regulation, the higher or more stringent requirements shall prevail.
- 1.4.2 Where the written text of this Agreement conflicts with information provided in the Schedules attached to this Agreement, the written text of this Agreement shall prevail.

### **1.5 Costs, Expenses, Liabilities and Obligations**

- 1.5.1 The Developer shall be responsible for all costs, expenses, liabilities and obligations imposed under or incurred in order to satisfy the terms of this Agreement and all Federal, Provincial and Municipal laws, by-laws, regulations and codes applicable to the Lands.

## **1.6 Provisions Severable**

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

## **1.7 Lands**

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

## **PART 2: DEFINITIONS**

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

2.1.1 All words unless otherwise specifically defined herein shall be as defined in the applicable Land Use By-law and Subdivision By-law, if not defined in these documents their customary meaning shall apply.

### **2.2 Definitions Specific to this Agreement**

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

***GAS BAR and CONVENIENCE STORE*** - means development used for the retail sale of gasoline, other petroleum products, other alternative fuel products, electric vehicle charging services and incidental automotive accessories, as well as food, tobacco, potent medicines, periodicals, and other items of household convenience.

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

### **3.1 Schedules**

3.1.1 The Developer shall develop the Lands in a manner, which, in the opinion of the Development Officer, conforms with the following Schedules attached to this Agreement and filed in the Halifax Regional Municipality as Case Number 2023-00534:

Schedule A	Legal Description of the Lands
Schedule B	Site Plan
Schedule C	Building Elevations

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

3.2.1 Prior to the commencement of any site work on the Lands, the Developer shall consider appropriate stormwater management throughout the construction and in the final design by providing the following to the Development Officer:

- (a) A Site Disturbance Plan prepared by a Professional Engineer in accordance with this Agreement;
- (b) A detailed Erosion and Sedimentation Control Plan prepared by a Professional Engineer in accordance with this Agreement; and
- (c) A detailed Stormwater Management Plan prepared by a Professional Engineer in accordance with this Agreement.

3.2.2 Prior to the issuance of a Development Permit the Developer shall provide to the Development Officer an approved plan of subdivision consolidating the Lands, in conformance with the Subdivision By-Law.

3.2.3 Notwithstanding any other provision of this Agreement, the Developer shall not occupy or use the Lands for any of the uses permitted by this Agreement unless an Occupancy Permit has been issued by the Municipality. No Occupancy Permit shall be issued by the Municipality unless and until the Developer has complied with all applicable provisions of this Agreement and the Land Use By-law (except to the extent that the provisions of the Land Use By-law are varied by this Agreement) and with the terms and conditions of all permits, licenses, and approvals required to be obtained by the Developer pursuant to this Agreement.

### 3.3 General Description of Land Use

3.3.1 The use(s) of the Lands permitted by this Agreement are the following:

- (a) Gas Bar and Convenience Store; and
- (b) Accessory uses to the forgoing.

### 3.4 Built Form & Siting

3.4.1 The Gas Bar and Convenience Store shall be developed as generally shown on Schedules B and C.

3.4.2 Notwithstanding Section 3.4.1, the following provisions shall apply to the site:

	Convenience Store/Accessory Use	Gas Bar Canopy	Solid Waste Management Area
Minimum front setback (Bayers Rd)	35.0m	9.0m	35.0m
Minimum flanking setback (Connaught Ave)	13.0m	2.0m	0.0m
Minimum side setback	1.0m	1.0m	0.0m
Minimum rear setback	2.0m	26.0m	1.0m
Maximum height	9.14m	6.0m	N/A
Maximum gross floor area (GFA)	255m <sup>2</sup>		

### 3.5 Subdivision of the Lands

3.5.1 Prior to issuance of Development Permit, the Developer shall receive final subdivision approval for consolidation of the properties that make up the entire site, as shown on Schedule B.

### 3.6 Parking, Circulation and Access

3.6.1 Vehicle parking shall be provided as generally shown on Schedule B. The parking area shall maintain setbacks from the property lines as shown on Schedule B and shall be hard surfaced.

3.6.2 The parking area shall provide a minimum of 11 parking spaces with at least one (1) space allocated as an accessible parking space.

### **3.7 Outdoor Lighting**

- 3.7.1 Lighting shall be directed to driveways, parking areas, loading area, building entrances and walkways and shall be arranged so as to divert the light away from streets, adjacent lots and buildings.

### **3.8 Maintenance**

- 3.8.1 The Developer shall maintain and keep in good repair all portions of the development on the Lands, including but not limited to, the exterior of the building, fencing, walkways, recreational amenities, parking areas and driveways, and the maintenance of all landscaping including the replacement of damaged or dead plant stock, trimming and litter control, garbage removal and snow and ice control, salting of walkways and driveways.
- 3.8.2 All disturbed areas of the Lands shall be reinstated to original condition or better.

### **3.9 Signs**

- 3.9.1 The sign requirements shall be accordance with the Regional Centre Land Use By-law as amended from time to time.
- 3.9.2 Notwithstanding Section 3.9.1 the development may include one free-standing ground sign to a maximum of 22' x 8'1" (6.7m x 2.44m) with a sign face of 106ft<sup>2</sup> (9.8m<sup>2</sup>).

### **3.10 Screening**

- 3.10.1 Refuse containers located outside the building shall be fully screened from adjacent properties and from streets by means of opaque fencing or masonry walls with suitable landscaping.
- 3.10.2 Propane tanks and electrical transformers shall be located on the site in such a way to ensure minimal visual impact from public streets and any residential properties abutting the subject site. These facilities shall be secured in accordance with the applicable approval agencies and screened by means of opaque fencing or masonry walls with suitable landscaping.
- 3.10.3 Rooftop equipment, including, but not limited to, satellite and other telecommunication equipment, air handling units, elevator equipment, cooling towers and exhaust fans shall be screened (visually) from the public street and adjacent properties. The screening shall include but not limited to parapets and enclosures. Building screens shall be part of the architectural design with similar detailing and materials and not appear as add-ons.

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

### **4.1 General Provisions**

- 4.1.1 All design and construction of primary and secondary service systems shall satisfy the most current edition of the Municipal Design Guidelines and Halifax Water Design and Construction Specifications unless otherwise provided for in this Agreement and shall receive written approval from the Development Engineering prior to undertaking the work.

## **4.2 Off-Site Disturbance**

- 4.2.1 Any disturbance to existing off-site infrastructure resulting from the development, including but not limited to, streets, sidewalks, curbs and gutters, street trees, landscaped areas and utilities, shall be the responsibility of the Developer, and shall be reinstated, removed, replaced or relocated by the Developer as directed by the Development Officer, in consultation with the Development Engineer.

## **4.3 Undergrounding Services**

- 4.3.1 All secondary or primary (as applicable) electrical, telephone and cable service to any structure shall be underground installation.

## **4.4 Solid Waste Facilities**

- 4.4.1 All refuse and recycling materials shall be contained within a building, or within suitable containers which are fully screened from view from any street. Further, consideration shall be given to locating all refuse and recycling material to ensure minimal effect on abutting property owners by means of opaque fencing or masonry walls or suitable landscaping.
- 4.4.2 Notwithstanding Section 4.4.1 of this Agreement, small waste receptacles are permitted throughout the development and are to be considered as part of the landscaping for the development.

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

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

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

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

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

### **5.3 Sulphide Bearing Materials**

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

## **PART 6: AMENDMENTS**

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

- 6.1.1 The following items are considered by both parties to be not substantive and may be amended in a matter consistent with the *Halifax Regional Municipality Charter*:

- a) Changes to the exterior siting of the main structures as detailed in Section 3.4.2 and Schedule B;

- b) Minor expansions to the main buildings which do not exceed ten per cent (10%) of the gross floor area of the building permitted by this Agreement;
- c) Changes to the requirements related to signage as identified in Section 3.9 of this Agreement;
- d) The granting of an extension to the date of commencement of development as identified in Section 7.3.1 of this Agreement; and
- e) The length of time for the completion of the development as identified in Section 7.4.2 of this Agreement.

## **6.2 Substantive Amendments**

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

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

### **7.1 Registration**

- 7.1.1 A copy of this Agreement and every amendment or discharge of this Agreement shall be recorded at the Registry of Deeds or Land Registry Office at Halifax, Nova Scotia and the Developer shall incur all costs in recording such documents.

### **7.2 Subsequent Owners**

- 7.2.1 This Agreement shall be binding upon the parties hereto, their heirs, successors, assigns, mortgagees, lessees and all subsequent owners, and shall run with the Lands which are the subject of this Agreement until this Agreement is discharged by the Chief Administrative Officer for the Municipality.
- 7.2.2 Upon the transfer of title to any lot(s), the subsequent owner(s) thereof shall observe and perform the terms and conditions of this Agreement to the extent applicable to the lot(s).

### **7.3 Commencement of Development**

- 7.3.1 In the event that development on the Lands has not commenced by three (3) years from the date of registration of this Agreement at the Registry of Deeds or Land Registry Office, as indicated herein, the Lands shall conform with the provisions of the Land Use By-law.
- 7.3.2 For the purpose of this section, commencement of development shall mean issuance of a Building Permit
- 7.3.3 For the purpose of this section, Council may consider granting an extension of the commencement of development time period through a resolution under Section 6.1, if the Municipality receives a written request from the Developer.

### **7.4 Completion of Development**

- 7.4.1 For the purpose of this section, completion of development shall mean issuance of an Occupancy Permit.
- 7.4.2 If the Developer fails to complete the development after six (6) years from the date of registration of this Agreement, the Municipality may review this Agreement, in whole or in part, and may:
  - (a) retain the Agreement in its present form;

- (b) negotiate a new Agreement;
- (c) discharge this Agreement; or
- (d) discharge this Agreement and apply appropriate zoning pursuant to the applicable Municipal Planning Strategy and Land Use By law, as may be amended from time to time.

7.4.3 In the event that development on the Lands has not been completed within six (6) years from the date of registration of this Agreement at the Registry of Deeds or Land Registry Office, as indicated herein, the Lands shall conform with the provisions of the Land Use By-law.

## **7.5 Discharge of Agreement**

7.5.1 Upon the completion of the whole development or complete phases of the development, or at such time that policies applicable to the lands have been amended, the Municipality may review this Agreement, in whole or in part, and may:

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

## **PART 8: ENFORCEMENT AND RIGHTS AND REMEDIES ON DEFAULT**

### **8.1 Enforcement**

8.1.1 The Developer agrees that any officer appointed by the Municipality to enforce this Agreement shall be granted access onto the Lands during all reasonable hours without obtaining consent of the Developer. The Developer further agrees that, upon receiving written notification from an officer of the Municipality to inspect the interior of any building located on the Lands, the Developer agrees to allow for such an inspection during any reasonable hour within forty eight hours of receiving such a request.

### **8.2 Failure to Comply**

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

- (a) The Municipality shall be entitled to apply to any court of competent jurisdiction for injunctive relief including an order prohibiting the Developer from continuing such default and the Developer hereby submits to the jurisdiction of such Court;
- (b) The Municipality may enter onto the Lands and perform any of the covenants contained in this Agreement or take such remedial action as is considered reasonably necessary to correct a breach of the Agreement, whereupon all reasonable expenses whether arising out of the entry onto the Lands or from the performance of the covenants or remedial action, shall be a first lien on the Lands and be shown on any tax certificate issued under the *Assessment Act*;
- (c) The Municipality may by resolution discharge this Agreement whereupon this Agreement shall have no further force or effect and henceforth the development of the Lands shall conform with the provisions of the Land Use By-law; or
- (d) In addition to the above remedies, the Municipality reserves the right to pursue any other remedy under the *Halifax Regional Municipality Charter* or Common Law in order to ensure compliance with this Agreement.

**IN WITNESS WHEREAS** the said parties to these presents have hereunto set their hands and affixed their seals the day and year first above written.

**SIGNED, SEALED AND DELIVERED** in the presence of:

**(Insert Registered Owner Name)**

\_\_\_\_\_  
Witness

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

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

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

=====

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

**HALIFAX REGIONAL MUNICIPALITY**

\_\_\_\_\_  
Witness

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

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

\_\_\_\_\_  
Witness

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

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

PROVINCE OF NOVA SCOTIA  
COUNTY OF HALIFAX

On this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_\_\_, before me, the subscriber personally came and appeared \_\_\_\_\_ a subscribing witness to the foregoing indenture who having been by me duly sworn, made oath and said that \_\_\_\_\_, \_\_\_\_\_ of the parties thereto, signed, sealed and delivered the same in his/her presence.

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A Commissioner of the Supreme Court  
of Nova Scotia

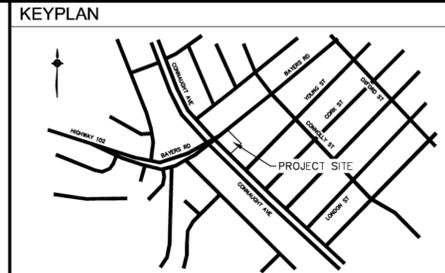
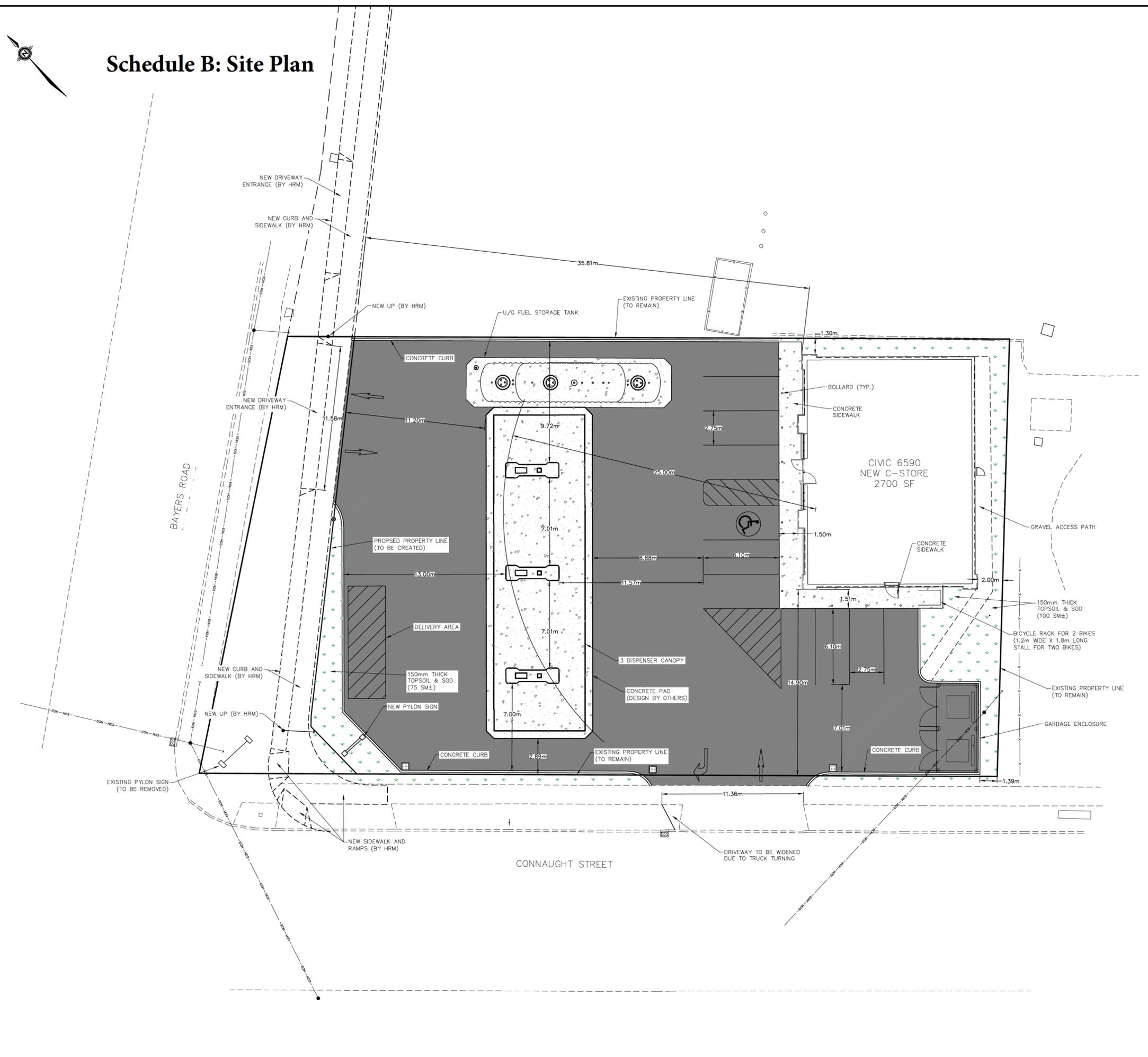
PROVINCE OF NOVA SCOTIA  
COUNTY OF HALIFAX

On this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_\_\_, before me, the subscriber personally came and appeared \_\_\_\_\_ the subscribing witness to the foregoing indenture who being by me sworn, made oath, and said that Mike Savage, Mayor and Iain MacLean, Clerk of the Halifax Regional Municipality, signed the same and affixed the seal of the said Municipality thereto in his/her presence.

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A Commissioner of the Supreme Court  
of Nova Scotia

# Schedule B: Site Plan

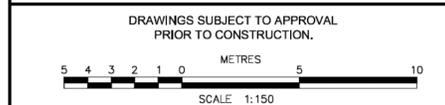


**LEGEND**

	PROPOSED	EXISTING
EDGE OF PAVEMENT	---	---
EDGE OF GRAVEL	---	---
CURB	---	---
SWALE / DITCH	---	---
UTILITY POLE & LINES	---	---
LOTLINE	---	---
EASEMENT	---	---
CATCH BASIN	---	---
FIRE HYDRANT	---	---
SHRUB/TREE	---	---
SILT FENCE	---	---
LIGHT STANDARD	---	---
ROAD SIGN	---	---
UTILITY POLE	---	---
ROAD SIGN	---	---
CULVERT	---	---
HEADWALL	---	---
FENCE	---	---
SIDEWALK	---	---

**NOTES**

DRAWINGS SUBJECT TO APPROVAL PRIOR TO CONSTRUCTION.



NO.	DESCRIPTION	CHK'D	DATE
6	BLDG FOOTPRINT REVISED		08/12/2023
5	BLDG FOOTPRINT REVISED		01/12/2023
4	REVISED AS PER COMMENTS		27/06/2023
3	ISSUED FOR REGULATORY REVIEW		18/11/2022
2	SITE PLAN ISSUED FOR APPROVAL		17/11/2022
1	ISSUED FOR COORDINATION		02/11/2022
0	ISSUED FOR REVIEW		28/10/2022

NO.	DESCRIPTION	CHK'D	DATE

**SEAL**

**HGE Engineering Inc.**  
 Land Surveyors  
 Consulting Engineers

153 Sackville Drive, Suite 1, Lower Sackville, NS, B4C 2R3  
 Phone: (902) 880-1354  
 www.hge-inc.ca

PROFESSIONAL  
 DATE 08-28-2023  
 8597  
 PROVINCE OF NOVA SCOTIA

**CLIENT NAME & ADDRESS**

**IRVING**  
 Saint John, New Brunswick

**PROJECT NAME & ADDRESS**

**IRVING OIL  
 GAS BAR**  
 Bayers Road, Halifax, Nova Scotia

**SHEET DESCRIPTION**

**SITE PLAN**

SHEET NO.	NUMBER OF SHEETS
C102	5

DRAWN BY: MLP DATE: 08/12/2023 CHECKED BY: DTH PROJECT NO. H22173 SCALE: 1:150

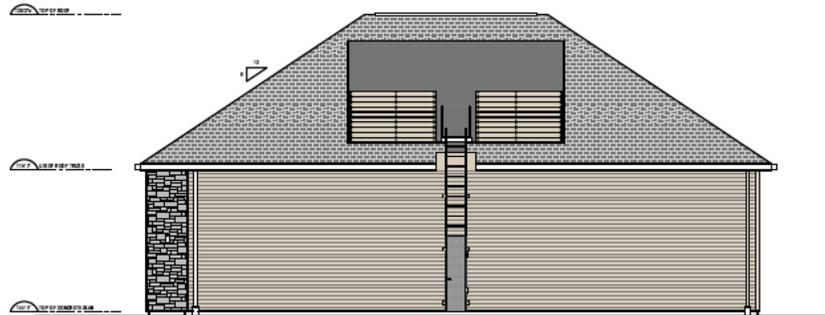
Schedule C: Building Elevations



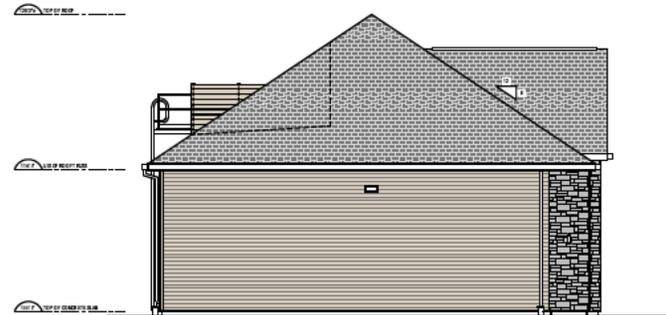
FRONT ELEVATION



RIGHT ELEVATION



REAR ELEVATION



LEFT ELEVATION



**Martin Patriquin Architect**  
 85 York Street  
 Sackville, New Brunswick  
 B4L 4R6  
 T: 506-536-1606  
 F: 506-536-3774  
 mpatriquin@iaba.ns.ca

PROJECT		IRVING BAYERS ROAD HALIFAX, NS	
PRELIMINARY ELEVATIONS			
DATE	DESIGNED BY	DATE	APPROVED BY
	JAN 20 2018		A 2018
NO.	REVISION	DATE	
DRAWN BY			
DATE			
SCALE			
SHEET NO.			
TOTAL SHEETS			
DATE PLOTTED			
PLOT NUMBER			

**Attachment B:  
Review of Relevant MPS Policies**

<b>Regional Centre Municipal Planning Strategy</b>	
<p><b>Policy IM-20</b>  <i>Council may, by development agreement, allow a use of land that is not otherwise permitted in the zone provided the proposed use of land enables the relocation of the same non-conforming use that is located on an adjacent lot, or a portion of a lot, that is needed by the Municipality, Halifax Dartmouth Bridge Commission, or the Province for public purposes.</i></p>	
<p><b>Staff Comment</b>            The subject property is designated Corridor and zoned COR (Corridor) under the Regional Centre MPS and LUB. The existing service station (gas station/gas bar) is a non-conforming use given service stations (gas bars) are not permitted under the COR zone in the LUB. A portion of the subject property is being acquired by HRM for street widening of Bayers Road to accommodate new transit lands. This land acquisition will result in the redevelopment and relocation of the gas bar and convenience store which can be considered under this policy by development agreement.</p>	
<p><b>Policy IM-21</b>  <i>In considering a development agreement under policy IM-19 and IM-20, Council shall consider the following:</i></p>	
<b>Policy IM-21 Criteria</b>	<b>Staff Comment</b>
<p>(a) <i>that controls are placed on the development to reduce conflicts with and impacts on adjacent residential and other land uses;</i></p>	<p>The proposed land use is a service station (gas bar and accessory convenience store), which is the same as the existing use and is not anticipated to have any additional impacts on adjacent residential or institutional uses.</p> <p>The proposed development is in conformance with the requirements of the planning strategy with further controls to be provided in the development agreement to ensure the development meets the intent of applicable policies and other standards.</p>
<p>(b) <i>the adequacy of the siting, height, bulk and scale of the development with respect to its compatibility with the existing neighbourhood;</i></p>	<p>The siting, height, bulk, and scale of the proposed development are similar to the existing site/use. The proposal includes a 1.5 storey, hipped roof convenience store and a gas bar with six fueling positions (three stations) and a canopy. The site also includes 11 surface parking spaces.</p> <p>The proposed convenience store will be positioned in the north-east corner of the lot and will be set back from the adjacent church property by 2.0 m and the adjacent Tim Horton's property by 1.0 m.</p>

	<p>The gas bar and canopy will be positioned more closely to the western side, which abuts Connaught Avenue to the south and Bayers Road to the west. The existing neighbourhood is a mixture of commercial and institutional uses, with residential on the opposite side of Bayers Road and on nearby Young Street. The proposed use, scale, and siting are considered appropriate and compatible with the existing neighbourhood.</p>
<p><i>(c) facilities for parking, loading, vehicular access, outdoor display, and outdoor storage are designed to avoid significant adverse effects on adjacent properties;</i></p>	<p>Outdoor storage will be screened with an enclosure. The application proposes a two-way entry/exit from Bayers Road and a single-way exit (limited to right turn only) onto Connaught Avenue. There are 11 proposed parking spaces which are buffered from the adjacent church property by landscaping and a gravel access path. The applicant has submitted a traffic impact statement and a Truck Turning Analysis which has been reviewed and accepted by staff.</p>
<p><i>(d) the layout and number of parking spaces and loading areas;</i></p>	<p>There are 11 proposed parking spaces which are oriented around the convenience store. One parking space is identified as wheelchair accessible. The applicant has submitted a Traffic Impact Statement and a Truck Turning Analysis which has been reviewed by staff and no issues have been identified.</p>
<p><i>(e) the location of the use on the site;</i></p>	<p>The proposed convenience store is located in the east corner of the site, while the gas bar is positioned toward the north-western side of the site nearest the Bayers Rd and Connaught Ave rights-of-way. Staff consider this appropriate siting for the proposed uses.</p>
<p><i>(f) the surface treatment and storm drainage;</i></p>	<p>The proposed surface treatments included asphalt pavement, a concrete pad (beneath the gar bar) and concrete walkway (around the convenience store) and some grassed landscaping between the rear yard of the convenience store and the adjacent property to the east. Staff have reviewed the applicant's submitted servicing schematic, which addresses stormwater management and have not identified any issues.</p>
<p><i>(g) That adequate landscaping, screening and buffering is required to reduce impacts on adjacent residential uses;</i></p>	<p>The nearest residential use is approx. 30 m away from the subject site, and no residential uses directly abut the subject site.</p>

<i>(h) the controls on signage;</i>	The applicant will be required to follow the signage regulations in the Regional Centre Land Use By-law with the addition of a permitted free-standing ground sign which is detailed in the Development Agreement.
<i>(i) the hours of operation; and</i>	The applicant has requested that the option for 24-hour operation be available. Current hours of operation are 6:00 a.m. - 9:00 p.m. There are currently other gas bar and convenience store locations on the Halifax Peninsula which are open until either midnight or are open 24 hours. These are located in similar contexts to the subject property; not generally located directly abutting residential properties and generally on arterial streets surrounded by other commercial uses. For example, the Esso on Robie Street, the Circle K on Quinpool Road, and the Ultramar on Gottingen Street.
<i>(j) the general development agreement criteria set out in Policy IM-7 in Part 9 of this Plan.</i>	See IM-7 below.
<p><b>Policy IM-7</b>  <i>In considering proposals to amend the Land Use By-law, amend the zoning boundaries, or enter into development agreements, Council shall consider that:</i></p>	
<b>Policy IM-7 Criteria</b>	<b>Staff Comment</b>
<i>(a) the proposal is consistent with the Vision, Core Concepts, Urban Design Goals, all applicable objectives and policies set out in the Regional Plan and this Plan;</i>	The proposal is consistent with the objectives and policies set out in the Regional Plan. The Regional Centre MPS Vision, Core Concepts, and Urban Design Goals set out a vision of a walkable and human-scale Regional Centre. As such, gas bars are not permitted under any designation of the MPS. The Regional Centre has several existing gas bars which serve people driving and freight on the peninsula and the general intent is that there be no new gas bars introduced in this plan area. The proposal is for the reconfiguration of an existing gas bar, which was provided for within the MPS through a Development Agreement, in the recognition that these uses serve a particular purpose to residents of HRM and that in certain locations, existing gas bars should remain. This DA policy allows HRM to negotiate with existing property owners to appropriate land for the purpose of public use, while providing an avenue

	for the property owner to continue the use of their property.
<i>(b) the proposal is appropriate and not premature by reason of:</i>	
<i>(i) the financial capacity of the Municipality to absorb any costs relating to the development;</i>	There are no costs anticipated for the Municipality.
<i>(ii) the adequacy of municipal wastewater facilities, stormwater systems or water distribution systems;</i>	The proposal has been reviewed by staff and there have not been any issues with wastewater, stormwater, or water distribution identified.
<i>(iii) the proximity of the proposed development to schools, parks, and community facilities and the capability of these services to absorb any additional demands;</i>	There are no additional demands on community facilities or schools that are anticipated as a result of a convenience store and gas bar.
<i>(iv) the adequacy of transportation infrastructure for pedestrians, cyclists, public transit and vehicles for travel to and within the development;</i>	The subject site is located on two key transit corridors (Bayers Road and Connaught Avenue). Bayers Road is undergoing widening to create transit priority lanes. The nearest transit stops are approx. 150 m from the subject site and are serviced by several different routes. The site plan allows for vehicular access from both Bayers Road and Connaught Avenue. Both Bayers Road and Connaught Avenue are serviced by pedestrian facilities in both directions. Staff would recommend consideration of a pedestrian pathway from the Bayers Road and Connaught Avenue sidewalks to provide access to the convenience store.
<i>(v) the impact on registered heritage buildings, heritage streetscapes, and heritage conservation districts;</i>	There are no registered heritage buildings, streetscapes, or conservation districts that will be impacted by the proposal.
<i>(c) the subject lands are suitable for development in terms of the steepness of grades, soil and geological conditions, locations of</i>	The proposed development includes approximately the same amount of paved surface as the existing property use. The applicant has provided a Servicing Schematic and a Grading Plan, which address concerns regarding

<p><i>watercourses, wetlands, and susceptibility to flooding;</i></p>	<p>steepness, soil, and stormwater. Staff have not identified any anticipated issues</p> <p>The applicant has indicated a location for soft landscaping on the property on the east side of the property, behind and beside the proposed convenience store building.</p>
<p><i>(d) that development regulations in the proposed rezoning or development agreement will adequately mitigate potential conflict between the proposed development and nearby land uses, by reason of:</i></p>	
<p><i>(i) type of use(s);</i></p>	<p>See IM-21(a).</p>
<p><i>(ii) built form of the proposed building(s);</i></p>	<p>See IM-21(b).</p>
<p><i>(iii) impacts on adjacent uses, including compatibility with adjacent residential neighbourhoods, parks, community facilities, and railway operations;</i></p>	<p>See IM-21(a), (c) and (g).</p>
<p><i>(iv) traffic generation, safe access to and egress from the site, and parking;</i></p>	<p>A traffic impact statement was submitted by the applicant and no issues have been identified by staff.</p>
<p><i>(v) open storage and signage, and;</i></p>	<p>See IM-21 (c) and (h).</p>
<p><i>(vi) impacts of lighting, noise, fumes, and other emissions.</i></p>	<p>The proposed use is the same as the existing use. No additional light, noise, or emission impacts are anticipated.</p>
<p><i>(e) that municipal central services are available and capable of supporting the development;</i></p>	<p>The development is located within the Urban Service Boundary. Staff have reviewed the submitted Servicing Schematic and has not identified issues.</p>
<p><i>(f) that appropriate controls are established to address environmental concerns, including stormwater controls, based on a report from the appropriate Municipal, Provincial, and/or Federal Government authority;</i></p>	<p>Staff have reviewed the documents submitted and have not identified any environmental concerns.</p>