



P.O. Box 1749
Halifax, Nova Scotia
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Item No. 7.1.1
North West Community Council
June 22, 2020

TO: Chair and Members of North West Community Council

- Original Signed -

SUBMITTED BY:

Kelly Denty, Director of Planning and Development

DATE: May 4, 2020

SUBJECT: **Case 19117: Development Agreement for 525-unit Mobile Home Park on the Old Truro Road, Enfield**

ORIGIN

Application by Cygnet Properties Ltd.

LEGISLATIVE AUTHORITY

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

RECOMMENDATION

It is recommended that North West Community Council:

1. Give notice of motion to consider the proposed development agreement, as set out in Attachment A, to permit a 525-unit mobile home park off Old Truro Road, Enfield 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 of the staff recommendation report dated May 4, 2020; and
3. Require the development 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

Sunrose Consulting Ltd. on behalf of Cygnet Properties Ltd. has applied to develop a 525-unit mobile home park by development agreement on lands off the Old Truro Road in Enfield. The subject lands are in excess of 717 hectares (1,770 acres) and located within two Plan Areas; Musquodoboit Valley/Dutch Settlement Plan Area and the Shubenacadie Lakes Plan Area. Only the area within the Musquodoboit Valley/ Dutch Settlement Plan Area (436 hectares [1078 acres]) is eligible for consideration of a mobile home park. This report speaks to the lands (subject site) within the Musquodoboit Valley/Dutch Settlement Plan Area as the Shubenacadie Lakes MPS does not permit mobile home parks by development agreement in this location. The subject lands will be subdivided prior to the development agreement being registered and coming into effect.

Subject Site	Portion of PID# 00513788
Location	South side of Old Truro Road, Enfield west of Hescott Street
Regional Plan Designation (Map 1)	Rural Commuter
Community Plan Designation (Map 1)	Mixed Use Designation - Musquodoboit Valley/ Dutch Settlement MPS
Zoning (Map 2)	MU (Mixed Use) Zone - Musquodoboit Valley/ Dutch Settlement LUB
Size of Site (Map 3)	Entire Parcel: 717 hectares (1,773 acres) Subject Site: 436 hectares (1,078 acres) of undeveloped lands fronting Old Truro Rd (Crown Road)
Current Land Use(s)	Vacant lands
Surrounding Use(s)	Residential subdivision to east, vacant lands to the south, west and the north

Proposal Details

The request is to configure 436 hectares (1,078 acres) of lands situated south of Old Truro Road in Enfield to permit a 525-unit mobile home park. The applicant has indicated they intend to develop the mobile home park in phases and will provide the following:

- on-site water and sanitary infrastructure;
- private recreational space;
- an administration office;
- internal vehicular driveway structure;
- pedestrian connections throughout the mobile home park; and,
- a potential clubhouse.

Processing Timeline of Application

The Planning Application was received on August 26, 2014. It has taken a considerable amount of time to process this application due to a range of factors including:

- Groundwater analysis;
- Transportation analysis;
- Access approval from the Provincial Department of the Transportation and Infrastructure Renewal;
- Analysis of locational criteria and Regional Plan Growth Policy direction;
- Determination of service support from the neighbouring municipality; and,
- Multiple public engagements.

Enabling Policy and LUB Context

The site is designated and zoned Mixed Use in the MPS and Land Use By-law (LUB) for Musquodoboit Valley/Dutch Settlement. The Mixed Use Designation recognizes a mix of residential, commercial, institutional, industrial, and resource uses that coexist to create flexible opportunities for local small and larger scale business. The intent of the Mixed Use Designation is

also to accommodate a broad range of land uses including the support of single unit and two unit dwellings and also mobile homes. The MPS states:

“There are no existing mobile home parks within the Plan Area. However, mobile home parks have the potential to form an important component of the housing stock in the area provided that there is an adequate living environment for park residents and that the mobile home park makes a positive contribution to community development.” (Attachment B)

To achieve this, the MPS directs that mobile home parks be developed through development agreement (Attachment A) and indicates that Council shall have regard for:

- landscaping or buffering from adjacent land uses;
- adequacy of storm drainage plans;
- the impact of the proposed development on the existing road network in terms of traffic generation and vehicular and pedestrian safety;
- park layout and design including the design of the internal road networks and separation distances from maintenance buildings; and,
- the provisions of the Mobile Home Park By-law¹(MHPB).

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 providing information and seeking comments through the HRM website, signage posted on the subject site, letters mailed to property owners within the notification area and a public information meeting (PIM) held on June 23, 2014. Due to a technical malfunction, the minutes of this first meeting were not recorded but approximately 75 to 100 people attended the meeting and expressed concern with the proposed mobile home park.

On May 2, 2017 staff engaged with East Hants officials to determine if there were concerns given the proposed development's size and proximity to the town of Elmsdale. While the development is located within HRM, commercial and local services would be accessed in East Hants. Officials raised no concerns and indicated support for the development given its economic development potential.

There is no specific intermunicipal agreement with East Hants for soft service delivery. In other locations such as the town of Hubbards the HRM boundary bisects a portion of the town with Lunenburg County. In this case, there is also no intermunicipal agreement for soft service delivery. To date, no concerns have been raised given the development potential on either side of the county boundary. As with other settlements within proximity to the HRM municipal boundary, access to services, and economic benefit inside and outside HRM appear to be sufficiently equitable so as not to warrant such a formal agreement. In contrast, there are areas where intermunicipal agreements must exist, where differing levels of government are established such as with First Nations where conditions must be defined, and benefits established.

Given the length of time to process this application, staff chose to re-engage the community via an open house on Tuesday, June 26, 2018 in two separate open house style sessions. The evening session was more heavily attended than the afternoon session [forty-six (46) and twenty-three (23) persons, respectively] with both sessions containing stations and mapping with subject matter experts made available by the applicant to discussion technical aspects of the proposal relative to potable water and on-site sewage treatment. In the evening session, a break-out discussion was held collectively with staff, the area councillor and the subject matter experts to respond to concerns which reflected the following impacts to the existing subdivision west at Hescott Street:

¹ <https://www.halifax.ca/city-hall/legislation-by-laws/by-law-29>

- Proximity of the proposed mobile home park to existing housing;
- Property values;
- Impacts on groundwater;
- Increased traffic; and,
- Potential connection to existing subdivision.

A public hearing must be held by North 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 published newspaper advertisements, property owners within the notification area shown on Map 2 will be notified of the hearing by regular mail as well as residents who requested notification at the June 26, 2018 Open House Sessions.

The proposal will potentially impact local residents and property owners specifically along Hescott Street and Richard Street which lie north of the proposed mobile home park.

DISCUSSION

Regional Plan Growth Management

The Regional Plan seeks to direct population to strategic locations through the application of Growth Centres. The mechanism to manage growth outside the service boundary is through the Conservation Design Development (CDD) polices and implemented by DA. The CDD policies guide rural subdivision development where development rights exceed the threshold established as of right through the Regional Subdivision By-law. The CDD Policies establish criteria for dwelling unit densities, physical form and function. However, the Regional Plan remains silent on the use of mobile home parks in its growth allocations. Therefore, community plans that enable mobile home parks can allow a proposal irrespective of its size, subject to meeting the evaluation criteria that does not conflict with the MHPB. This increases the likelihood that significant populations under this form of development could be located outside of strategically planned areas irrespective of other growth restrictions provided in the Regional Plan.

Consistency with Community Plan

Staff has reviewed the proposal to all relevant policies and advise that it is reasonably consistent with the intent of the MPS. In accordance with MPS Policies MU-3 and IM-10, the lands within the Mixed-Use Designation may be developed with a mobile home park by development agreement subject to provisions of the MHPB (Attachment B and C). The policy suggests that the content of the development agreement (DA) should not only reference the MHPB but should duplicate MHPB requirements within the agreement. In this policy model, the standards and regulations of the MHPB are required provisions of the development agreement. Development agreements are tools enabled under the *HRM Charter* to augment or alter the content of Land Use Bylaws. HRM's Mobile Home Park By-law is a stand-alone general application by-law and not a Land Use By-law. As a result, a Development Agreement may not be used to alter any requirements of the MHPB or render any aspect of the MHPB unenforceable. Further, a development agreement cannot include additional conditions that would conflict with regulations within the MHPB.

As a result, comprehensive regulation of all aspects of this proposal solely by development agreement is not practical and staff advise replicating MHPB requirements in the development agreement is redundant since provisions of the MBPB will apply regardless of additional or duplicate content in the development agreement. Effective regulation of the development and operation of the proposed mobile home park will rely on a coordinated application of the MHPB with respect to the design and operations provisions currently in place and the development agreement with respect to current policy criteria relating to content not presently included in the MHPB.

MPS Policy Evaluation Criteria Considered Externally from MHPB

The MPS establishes several evaluation criteria that are not covered by the MHPB as well as some evaluation that will be duplicated once the review is undertaken through the MHPB as reflected in Attachment B. A discussion of some of these evaluation criteria is as follows:

Buffering from Adjacent Uses

In accordance with Policy MU-3 (c), buffering from the proposed development is achieved by way of a 200 metre (656 feet) separation distance from the Area of Development (Schedule B) to the rear lot lines of the neighboring subdivision at Hescott Street. In addition, a watercourse and treed buffer lie within the distance separation. Staff advise that the combination of this distance as well as the natural features between these two sites will adequately address any compatibility issues.

Buffering to the west side of the site is similarly accomplished by a treed buffer and a watercourse. In accordance with HRM regulations, a riparian buffer of 20 metres is required from the area of development to the watercourse boundary.

Through communication with the Department of the Environment and Labour (DOE) staff understand that a portion of the lands on the west side of the watercourse may be utilized as a future quarry. Provincial guidelines for quarries require a separation distance of 800 metres to existing residential buildings. Research suggests there is sufficient area to establish a quarry and remain in compliance with the provincially controlled 800 metre separation based on the proposed location of the mobile home park. DOE has indicated that HRM would be notified of the application should the applicant choose to proceed to create the quarry on these lands. As the approval of quarries is under provincial authority, staff cannot impose additional setbacks and separation distances from the proposed mobile home park to the potential quarry.

Impact to the Road Network

A transportation analysis was conducted and reviewed by the Nova Scotia Department of Transportation and Infrastructure Renewal (TIR). Initially, concerns were raised about the routing of traffic through Elmsdale however, with the pending completion of the new Lantz interchange and the extended commencement date of the proposal development, TIR deemed that vehicular traffic routes could accommodate the increased traffic generated from the proposed development. The completion date of the Lantz interchange has not yet been established, and additional review with TIR will be required through the permitting process to ensure that it is open prior to the issuance of a permit to construct mobile homes.

Old Truro Road (the principal access road to the development) is currently an unconstructed right of way owned by the Province of Nova Scotia designated for future development. The Applicant has received permission to construct the road to a public standard and dedicate it back to the Province so that access from the existing constructed road network can be achieved to the mobile home park. Internal vehicular and pedestrian movement are dealt with through the standards of the Mobile Home Park By-law which will be required at the permit stage.

On-site Services (Water and Sewage Treatment)

It is projected that the mobile home park would develop over the course of a 25-year timeframe. An important component of the policy evaluation included an assessment of the adequacy of groundwater required to service the proposed development. Initial groundwater testing has demonstrated the adequacy of water to accommodate approximately 130 mobile home park units. The development is proposed to be serviced with on-site sewage treatment facilities which will be constructed in accordance with NS Department of Environment and Labour standards. Potable water and sewage disposal approvals are mandated through the MHPB.

Availability of Other Services

Access to services such as recreational and community facilities would be supplied through East Hants. The Nova Scotia Department of Education has indicated that they would provide access to schools in the area for students, as is their mandate. Finally, HRM Fire and Emergency has determined that they can meet the appropriate response time to manage adequate fire service to the site.

Proposed Development Agreement

Given the relationship between MPS Development Agreement policy and the MHPB, the role of the DA in this instance is to provide the authority for the *use of land* for a mobile home park in accordance with the intent of MPS policy. Attachment A contains the proposed DA for the subject site and the conditions under which the development may occur. The proposed agreement addresses the following matters including the:

- use of land as a mobile home park;
- number of permitted mobile home park units (525 units);
- proposed area of development on the site as per Schedule B of the DA;
- requirement to adhere to the MHPB for development;
- a five (5) year commencement date; and,
- a twenty-five (25) year completion date.

Mobile Home Park By-law

Much like the Solid Waste By-law or other HRM licensing by-laws, the MHPB is comprehensive, as it was created to stand on its own as the sole means of development control of a mobile home park. This is done by way of regulations for the issuance of construction permits for infrastructure, recreational parks, lighting, site circulation and mobile home units. Consequently, the evaluation criteria that pertain specifically to mobile home park development in Policies MU-3 and IM-10, is already captured within the MHPB. The MHPB regulates the following aspects of the proposed development.

- Phasing;
- Driveway isle widths and standards;
- Mobile home sites and unit standard;
- On site services for Potable Water and Septic;
- Street lighting;
- Refuse collection;
- Parks and Amenity space;
- Fire safety;
- Buffering to adjacent properties; and
- Yearly operating license renewals.

Subdivision of the Lands

The subject property is currently located in two Plan Areas. The west side of the property is located within the Planning Districts 14 and 17 Shubenacadie Lakes Plan Area and the east side of the property is within the Musquodoboit Valley/ Dutch Settlement area. Consequently, the subject property is split designated and zoned, and only the lands within the Musquodoboit Valley/ Dutch Settlement MPS are eligible for consideration of a mobile home park by DA. The Planning Districts 14 and 17 Shubenacadie Lakes MPS does not include a similar policy. Accordingly, the subject property must be subdivided along the Plan Area boundary prior to the development agreement being registered and coming into effect. At the time of drafting this staff report, subdivision had not yet occurred. To ensure sufficient time for the subdivision process to be completed, staff is recommending a 240-day DA signing period rather than the standard 120 days as part of the Council resolution, should Council choose to approve the proposal.

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 North 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 2020-2021 budget and with existing resources.

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 amending development agreement are contained within the Discussion section of this report.

ENVIRONMENTAL IMPLICATIONS

No additional concerns were identified beyond those raised in this report.

ALTERNATIVES

1. North 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. North 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

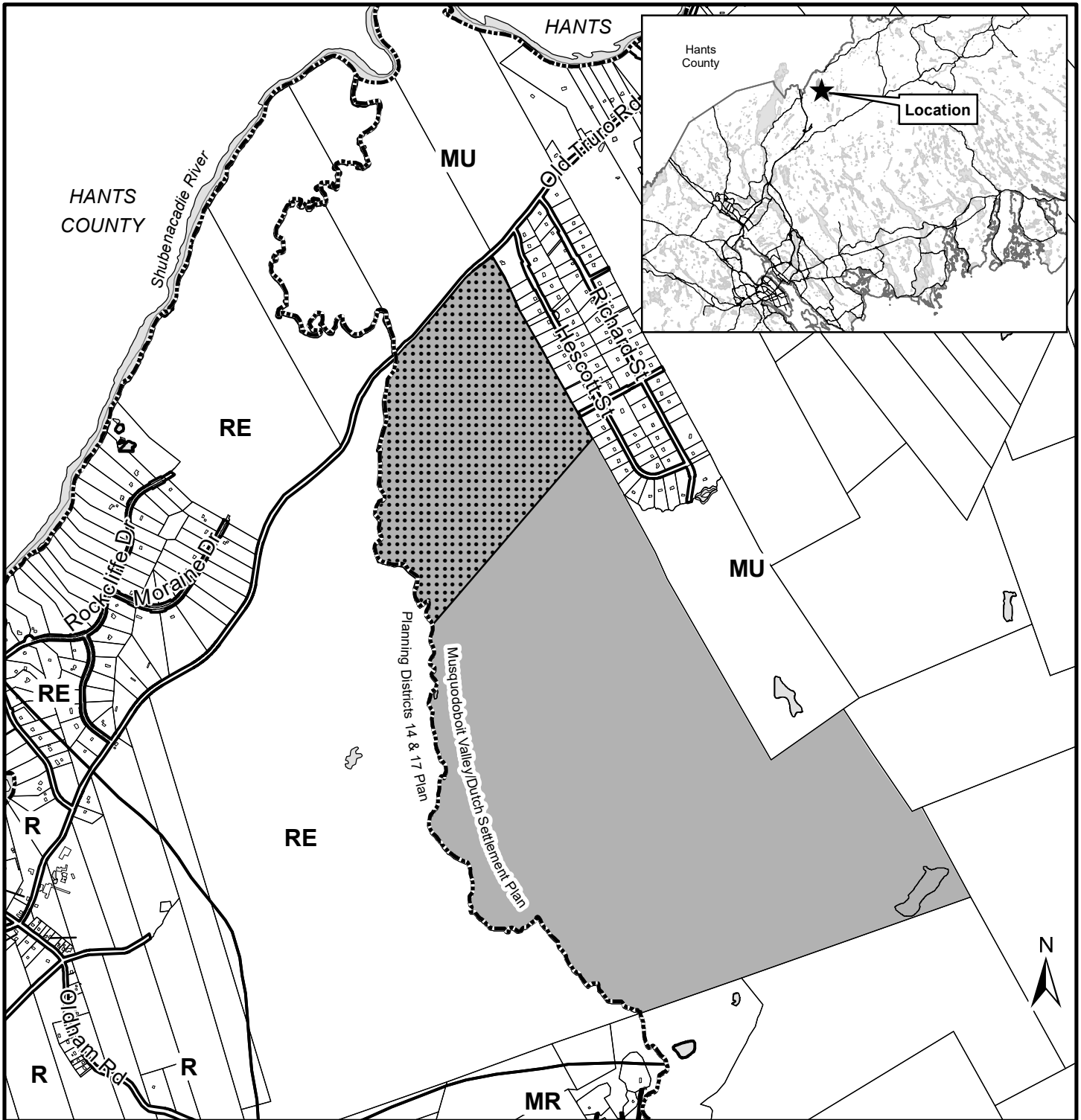
Map 1: Generalized Future Land Use
Map 2: Zoning
Map 3: Notification

Attachment A: Proposed Development Agreement
Attachment B: Review of Relevant Regional Municipal Planning Strategy Policies
Attachment C: Concept Site Plan

A copy of this report can be obtained online at or by contacting the Office of the Municipal Clerk at 902.490.4210.


Report Prepared by: Shayne Vipond, Planner III, 902.490.4335


Report Approved by: Steven Higgins, Manager Current Planning, 902.490.4382



Map 1 - Generalized Future Land Use

Old Truro Road,
Elmsdale

 Area of Proposed
Development Agreement

 Area for Proposed
Mobile Home Park

Musquodoboit Valley/Dutch Settlement
Plan Area

Designation

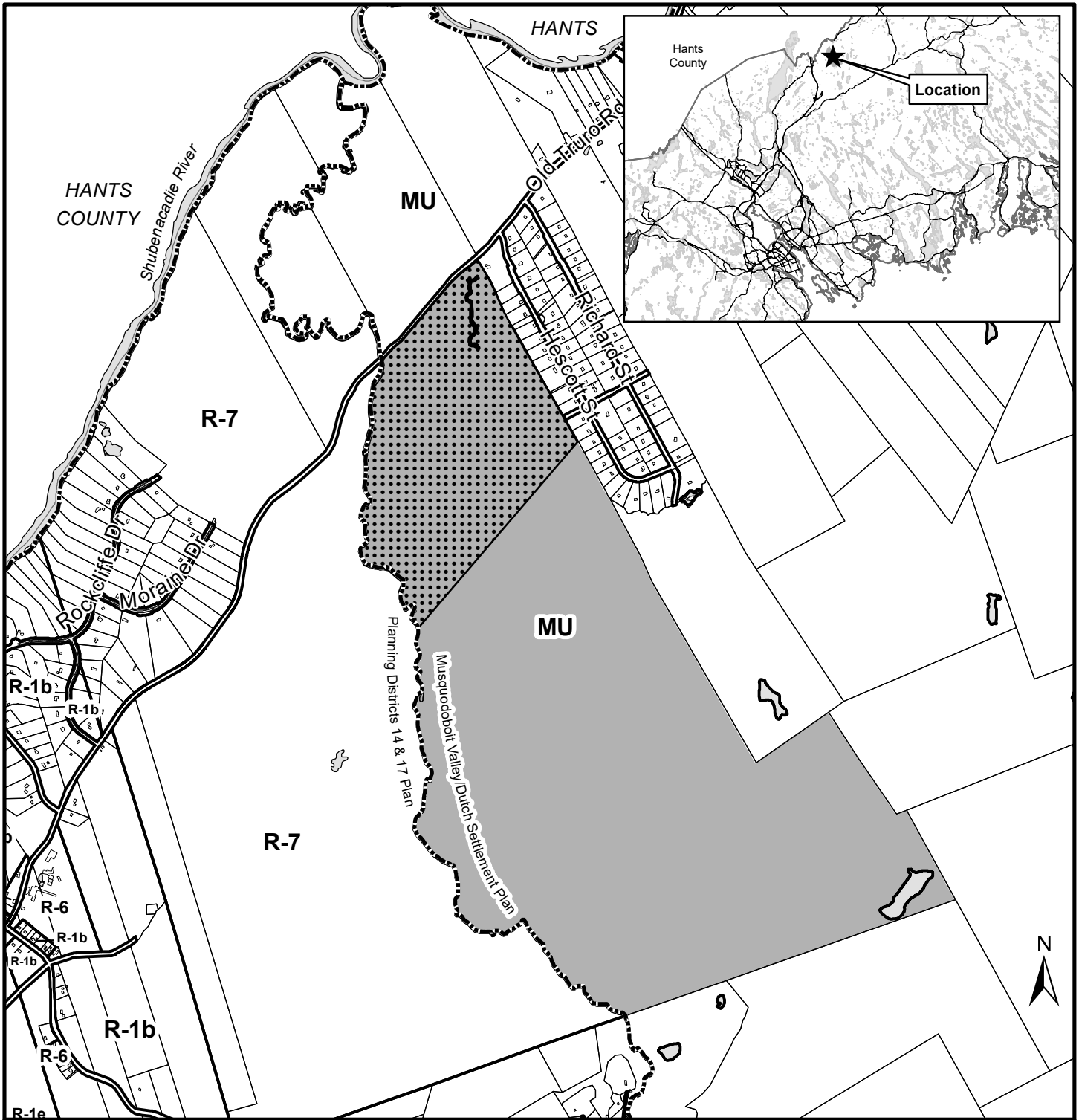
MVDS MU Mixed Use

Districts 14 & 17
R Residential
MR Mixed Residential
RE Resource

0 100 200 400 600 800 Meters


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


HRM does not guarantee the accuracy
of any representation on this plan.



Map 2 - Zoning

Old Truro Road,
Elmsdale

 Area of Proposed
Development Agreement

 Area for Proposed
Mobile Home Park

Musquodoboit Valley/Dutch Settlement
Plan Area

Zone

MVDS MU Mixed Use

Districts 14 & 17

R-1b Suburban Residential
R-1e Residential Estate
R-6 Rural Residential
R-7 Rural Estate

HALIFAX

0 100 200 400 600 800
Meters

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

HRM does not guarantee the accuracy
of any representation on this plan.

Attachment A:
Proposed Development Agreement

THIS AGREEMENT made this _____ day of **[Insert Month]**, 20___,

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 Old Truro Road, Enfield, PID 00513788, and which said lands are more particularly described in Schedule A hereto attached (hereinafter called the "Lands");

AND WHEREAS the Developer has requested that the Municipality enter into a Development Agreement to allow for a 525 unit mini-home park on the Lands, pursuant to the provisions of the *Halifax Regional Municipality Charter* and pursuant to Policy MU-3 of the Musquodoboit Valley/Dutch Settlement Municipal Planning Strategy;

AND WHEREAS the North West Community Council for the Municipality approved this request at a meeting held on **[Insert - Date]**, referenced as Municipal Case Number 19117;

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

PART 1: GENERAL REQUIREMENTS AND ADMINISTRATION

1.1 Applicability of Agreement

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, Subdivision By-law, and Mobile Home Park 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 applicable land use by-law and the Regional Subdivision By-law, as may be amended from time to time.

1.2.2 The development and use of the Lands shall comply with the requirements of By-law 29, the Mobile Home Park By-law of Halifax County Municipality.

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

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

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.

PART 2: DEFINITIONS

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

PART 3: USE OF LANDS, SUBDIVISION AND DEVELOPMENT PROVISIONS

3.1 Schedules

The Developer shall develop the Lands in a manner, which, in the opinion of the Development Officer, generally, conforms to the following Schedules attached to this Agreement and filed in the Halifax Regional Municipality as Case 19117:

Schedule A	Legal Description of the Lands
Schedule B	Area of Development

3.2 General Description of Land Use

3.2.1 The uses of the Lands permitted by this Agreement are the following:

- a) A mobile home park to a maximum of 525 mobile homes; and
- b) Uses permitted within the Mobile Home Park By-law.

PART 4: AMENDMENTS

4.1 Non-Substantive Amendments

4.1.1 The following items are considered by both parties to be not substantive and may be amended by resolution of Council:

- a) The granting of an extension to the date of commencement of construction as identified in Section 5.3 of this Agreement; and
- b) The length of time for the completion of the development as identified in Section 5.4 of this Agreement.

4.2 Substantive Amendments

Amendments to any matters not identified under Section 4.1 of this Agreement shall be deemed substantive and may only be amended in accordance with the approval requirements of the *Halifax Regional Municipality Charter*.

PART 5: REGISTRATION, EFFECT OF CONVEYANCES AND DISCHARGE

5.1 Registration

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.

5.2 Subsequent Owners

5.2.1 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 Council.

5.2.2 Upon the transfer of title to any lots, the subsequent owners thereof shall observe and perform the terms and conditions of this Agreement to the extent applicable to the lots.

5.3 Commencement of Development

5.3.1 In the event that development on the Lands has not commenced within five (5) years from the date of registration of this Agreement at the Registry of Deeds or Land Registry Office, as indicated herein, the 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. For the purpose of this section, commencement of development shall mean issuance of a Mobile Home Park Construction Permit.

5.3.2 For the purpose of this section, Council may consider granting an extension of the commencement of development time period through a resolution under Section 4.1 of this Agreement, if the Municipality receives a written request from the Developer at least sixty (60) calendar days prior to the expiry of the commencement of development time period.

5.4 Completion of Development

5.4.1 Upon the completion of the whole development, 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.

5.4.2 In the event that development on the Lands has not been completed within twenty five (25) years from the date of registration of this Agreement at the Registry of Deeds or Land Registry Office, as indicated herein, the 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.

5.4.3 For the purpose of this section, completion of development shall mean the issuance of a Mobile Home Permit for the 525th mobile home site.

5.4.4 For the purpose of this section, Council may consider granting an extension of the completion of development time period through a resolution under Section 4.1 of this Agreement, if the Municipality receives a written request from the Developer at least sixty (60) calendar days prior to the expiry of the completion of development time period.

PART 6: ENFORCEMENT AND RIGHTS AND REMEDIES ON DEFAULT

6.1 Enforcement

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 twenty four hours of receiving such a request.

6.2 Failure to Comply

6.2.1 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 and waives any defense based upon the allegation that damages would be an adequate remedy;
- 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 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:_____

HALIFAX REGIONAL MUNICIPALITY

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

Per:_____

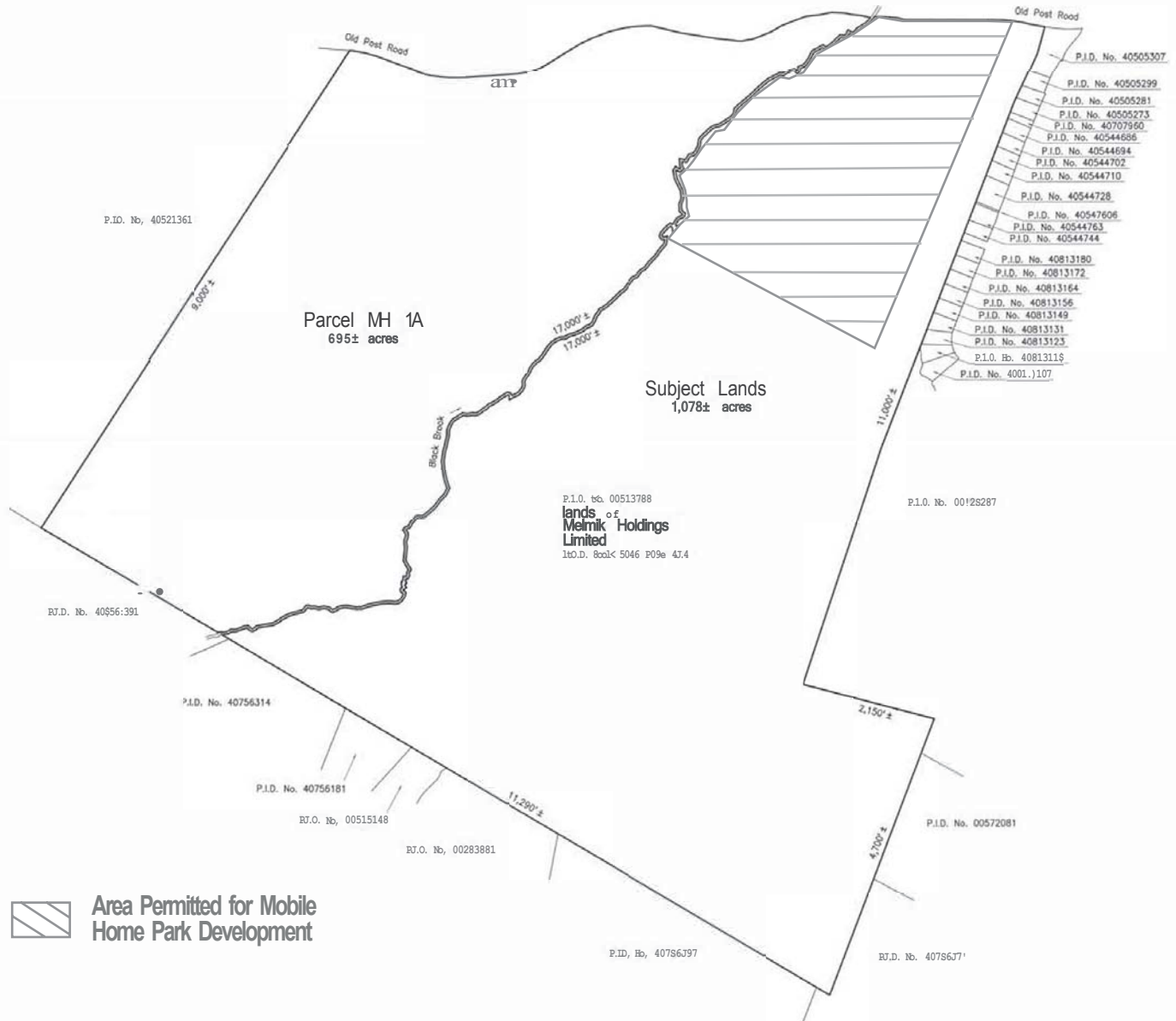
Witness

MAYOR

Witness

Per: _____
MUNICIPAL CLERK

SCHEDULE B - Area of Development



Area Permitted for Mobile Home Park Development

Preliminary Plan of survey of
Parcel MH 1A & MH 18
 or proposed subdivision of lands of
Melnik Holdings Limited
 Old Post Road
 Enfield, Halifax County, Nova Scotia
 NW Odowd, 2011

C.H. M.S.E.S./64 **File No. 11220**

Attachment B

Excerpt from the Municipal Planning Strategy for Musquodoboit Valley/ Dutch Settlement

Mobile Home Parks

Within the Plan Area, ten (10) percent of the housing stock are mobile dwellings which are mainly located on residential lots rather than in mobile home parks. There are no existing mobile home parks within the Plan Area. However, mobile home parks have the potential to form an important component of the housing stock in the area provided that there is an adequate living environment for park residents and that the mobile home park makes a positive contribution to community development.

Certain aspects of mobile home park development require close attention such as the overall park design, sewer and water services, transportation concerns, and open space provisions as well as the provision of buffering to reduce the impact of the park on the surrounding area. In order to address these concerns and to ensure that this use is properly integrated within the Plan Area, such development should only be permitted only by development agreement.

<i>MU-3 Notwithstanding Policy MU-2, within the Mixed Use Designation, Council may consider permitting mobile home parks according to the development agreement provisions of the <u>Planning Act</u>. In considering such agreements, Council shall have regard to the following:</i>	
Policy Criteria	Staff Comment
<i>(a) the adequacy of proposed park services including the provision of a potable water supply, the disposal of sewage, recreation facilities and street lighting</i>	Required to be addressed through the Mobile Home Park By-law
<i>(b) the ability of education facilities, emergency (fire and police) services, and recreation facilities to adequately service the increased demands of the additional development or to respond with the provision of additional services</i>	<ul style="list-style-type: none"> • HRM Fire will service the site. • The Nova Scotia Department of Education has indicated that they will accommodate students from the development • Additional services such as recreational facilities and will be accommodated and supplied through East Hants • Police were circulated but did not respond. However, the town of Elmsdale where Police services are located is within 2.5 kms for the site
<i>(c) the provision of landscaping or buffering from adjacent land uses</i>	Buffering from the proposed development to the neighbouring residential land uses is achieved by way of a 200 metre(656 feet) of distance separation buffer. The proposed buffer is located from development area boundary to the rear lot lines of the neighboring subdivision at Hescott Street. In addition, a watercourse and that trees mitigate views and noise lie within the distance separation. Schedule B of the DA establishes an Area of Development which restricts development within the distance separation area.
<i>(d) adequacy of storm drainage plans</i>	Required to be addressed through the Mobile Home Park By-law
<i>(e) the impact of the proposed development on the existing road network in terms of traffic generation and vehicular and pedestrian safety</i>	Old Truro Road is currently an unconstructed right of way owned by the Province of Nova Scotia designated for future development. A transportation

	analysis was conducted and reviewed by the province who have deemed that the access once constructed can accommodate the traffic from the proposed development. The Applicant has received permission to construct the road to a public standard and dedicate the road back to the Province so that access can be achieved to the future mobile home park. Vehicular and Pedestrian traffic infrastructure internal to the Mobile Home Park is required to be addressed through the Mobile Home Park By-law
<i>(f) park layout and design including the design of the internal road networks and separation distances from maintenance buildings</i>	Required to be addressed through the Mobile Home Park By-law
<i>(g) the provisions of the Mobile Home Park By-law; and</i>	Adherence to the provisions of the mobile home park by-law are a required in accordance with the DA.
<i>(h) the provisions of Policy IM-10.</i>	See Table Below

IM-10 In considering development agreements or amendments to the land use bylaw, in addition to all other criteria as set out in various policies of this Planning Strategy, Council shall have appropriate regard to the following matters:

Policy Criteria	Staff Comment
<i>(a) that the proposal is in conformity with the intent of this Planning Strategy and with the requirements of all other municipal by-laws and regulations</i>	The proposal is in conformity with the intent of this Planning Strategy and with the requirements of all other municipal by-laws and regulations
<i>(b) that the proposal is not premature or inappropriate by reason of:</i>	
<i>(i) the financial capability of the Municipality to absorb any costs relating to the development</i>	The Municipality is financially capability of absorbing any costs relating to the development
<i>(ii) the adequacy of on-site sewerage and water services</i>	Initial groundwater testing has demonstrated the adequacy of water to accommodate approximately 130 mobile home park units. Subsequent testing is required for the remainder of the development to be undertaken in the future as the development timeline progresses. The development is proposed to be serviced with onsite septic systems which will be constructed in accordance with NS Department of Environment and Labour standards for septic systems. Potable water and septic approvals are mandated through the MHPB.
<i>(iii) the proximity of the proposed development to schools, recreation or other community facilities and the capability of these services to absorb any additional demands</i>	Services adequately supplied by the Province and East Hants. Recreation Services and community facility are within close proximity in the Town of Elmsdale.
<i>(iv) the adequacy of road networks leading to or within the development; and</i>	See MU-3(e) above
<i>(v) the potential for damage to or for</i>	N/A

<i>destruction of designated historic buildings and sites.</i>	
<i>(c) that controls are placed on the proposed development so as to reduce conflict with any adjacent or nearby land uses by reason of</i>	
<i>(i) type of use</i>	As referenced in <i>MU-3(a) (i), (ii), (iii), (iv), (v) and (vi)</i> , it is anticipated that the conflicts that are generated through the proposed development will be mitigated through the regulation requirements of the Mobile Home Park By-law.
<i>(ii) height, bulk and lot coverage of any proposed building</i>	
<i>(iii) traffic generation, access to and egress from the site, and parking</i>	
<i>(iv) open storage</i>	
<i>(v) signs; and</i>	
<i>(vi) any other relevant matter of planning concern.</i>	
<i>(d) that the proposed site is suitable with respect to the steepness of grades, soil and geological conditions, locations of watercourses, marshes or bogs and susceptibility to flooding; and</i>	The site is suitable for development within the identified area of development in accordance with Schedule B
<i>(e) any other relevant matter of planning concern.</i>	
<i>(f) Within any designation, where a holding zone has been established pursuant to “Infrastructure Charges - Policy IC-6”, Subdivision Approval shall be subject to the provisions of the Subdivision By-law respecting the maximum number of lots created per year, except in accordance with the development agreement provisions of the MGA and the “Infrastructure Charges” Policies of this MPS. (RC-Jul 2/02; E-Aug 17/02)</i>	N/A

