

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

Item No. 13.1.2
North West Community Council
March 8, 2021

TO: Chair and Members of the North West Community Council

SUBMITTED BY: - Original Signed -

Kelly Denty, Executive Director of Planning and Development

DATE: February 22, 2021

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

SUPPLEMENTARY REPORT

ORIGIN

December 14, 2020 motion of North West Community Council to defer the public hearing of Case 19117 as follows:

THAT North West Community Council:

- 1. Defer item 10.1.1 to the April 2021 meeting of North West Community Council,*
- 2. Requests that staff prepare a supplemental staff report for Case 19117 regarding the recent correspondence from Lands and Forest regarding the wood turtle and the impact this may have on the proposed development as well as additional information from staff regarding Traffic Impact, Fire and Police Service Protection, Well Water Impact, and the availability of East Hants services.*

MOTION TO DEFER PUT AND PASSED.

LEGISLATIVE AUTHORITY

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

RECOMMENDATION

It is recommended that North West Community Council:

1. Approve the proposed development agreement, which shall be substantially of the same form as set out in Attachment A of this report; and

2. 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

On December 14, 2020 North West Community Council (NWCC) was scheduled to hold a public hearing to consider a development agreement (DA) to permit a 525-unit mobile home park on Old Truro Road, Enfield as outlined in a staff report dated May 4, 2020.

The May 4, 2020 staff report is located at the following link:

<https://www.halifax.ca/sites/default/files/documents/city-hall/boards-committees-commissions/201214nwccsp1011.pdf>

Prior to commencement of the public hearing, staff received a letter from the Nova Scotia Lands and Forestry - Wildlife Division indicating the subject property has been identified as the potential habitat of an endangered species, the wood turtle (Attachment B). Given this information and the unknown ramifications it may have had on the proposed development, NWCC chose to defer the public hearing and requested additional information under the following topics:

Review of the correspondence from Nova Scotia Lands and Forestry regarding the wood turtle and the impact this may have on the proposed development

The December 14, 2020 correspondence from the Nova Scotia Lands and Forestry Division indicates the subject property of the proposed 525-unit mobile home park is likely to contain the wood turtle habitat (amongst other identified species). The correspondence indicated that the wood turtle is listed as a threatened species under the *Endangered Species Act (ESA)*. Given the timing of the letter, staff did not have enough time to understand the relationship between this information and the municipal legislative authority under the *HRM Charter*. Community Council deferred the Public Hearing to allow staff the opportunity to communicate with provincial officials, better understand the concerns raised by Nova Scotia Lands and Forestry, determine the municipal planning authority and identify any relative issues related to correspondence and Case 19117.

DISCUSSION

In undertaking the research described above, staff advise that the *HRM Charter's* planning authority does not extend to the *Endangered Species Act* as such matters are under provincial jurisdiction. However, the proposed development agreement does contain a provision (Section 1.3.1) which states that:

"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."

This section ensures, if applicable, that any provisions, requirements or regulations of the ESA would apply to these lands and would be implemented at the Provincial level.

Therefore, in the case of Case 19117, the extent of HRM's authority is limited to determining the site's suitability for the proposed Mobile Home Park as directed through the Municipal Planning Strategy (MPS)

and specifically through enabling Policy MU-3. At the time of the December 2020 public hearing, staff recognized the presence of the wood turtle habitat could conflict with criteria under Policy MU-3 with respect to access to the lands and the extent of the area of development for the proposed Mobile Home Park. However, a more detailed review was necessary before coming to any conclusion or recommendation.

Access

Old Truro Road (the access road to the development) is currently an unconstructed right-of-way owned by the Province of Nova Scotia and lies under the jurisdiction of the NS Department of Transportation Infrastructure and Renewal (NSTIR). The information received by NS Lands and Forests identifies potential wood turtle habitat in the area of the Old Truro Road. Accordingly, it was necessary for staff to determine if NSTIR still supported the construction and use of Old Truro Road as a means of providing the only access to the proposed development. Staff sent a request to NSTIR seeking to clarify their position on this matter. NSTIR has indicated that it is still their intention to work with the developer to construct a portion of Old Truro Road to a provincial standard so that it can provide the required access to the proposed mobile home park site (Attachment C).

Area of Development

The development agreement (Attachment A) contains Schedule B which identifies the "Area of Development" for the proposed mobile home park. This is the area delineated on the subject property in which the mobile home park is permitted to be developed. The proposed Mobile Home Park is not permitted to be developed outside this defined area. The question raised was "*can the mobile home park proceed in accordance with the proposed development agreement if the wood turtle habitat is found to be within the area of development shown on Schedule B of the proposed Development Agreement?*" The applicant has indicated they consider the "Area of Development" as identified on Schedule B to be oversized and sufficient to accommodate the development. Any future impact mitigation measures required by the Province in accordance with the Endangered Species Act could be located within this area. Further, the applicant has indicated they will work cooperatively with the Province in an effort to create a protection plan (Attachment E) for the wood turtle. It should be noted that any future changes to the Schedule B – Area of Development would necessitate a planning process to amend the DA.

The following is staff's response to additional matters identified in the December 14, 2020 NWCC motion:

Traffic Impacts

As stated previously, the Province is permitting the developer to upgrade a portion of Old Truro Road to a provincial standard to obtain access to the proposed Mobile Home Park. Staff have recently confirmed with the NSTIR to ensure this commitment is still valid (Attachment C). Further, the staff report dated May 4, 2020 discusses the traffic impacts, specifically the key concern as identified by the NSTIR was the opening of the new Lantz interchange. Initial plans were to limit the numbers of available construction permits for mobile home units to 100 until the interchange was opened. However, the interchange is now substantially complete and NSTIR now no longer requires that restriction.

Fire Service Protection

The Halifax Fire Service is reviewing multiple Intermunicipal agreement scenarios for Fire Service protection in this area. The HRM Fire service will ultimately maintain responsibility for servicing the subject property but have indicated they have a working cooperation with East Hants. HRM and East Hants are both likely to respond to any future fire emergency. Fire Service Protection can be provided to the proposed Mobile Home Park and no concerns have been identified by either HRM or East Hants Fire Services.

Police Service Protection

Staff received the following information from the RCMP on this matter. The RCMP acknowledge there has been new construction and growth in the North Central Area (Enfield/Airport to the Guysborough county line). They do not envision any rapid changes that would affect the policing service for this proposed development. Any changes in service would be gradual in nature following an analysis of data and resources. Like the HRM Fire Service, the North Central Area of the RCMP works cooperatively with the East Hants detachment to provide service to the subject property based on the context of the police

emergency. Police Service Protection can be provided to the proposed Mobile Home Park and no concerns have been identified by either the RCMP or East Hants.

Well Water Impacts

As part of the planning process, the applicant submitted a Hydrogeological Assessment in order to determine groundwater quality and quantity. The initial testing demonstrated there is sufficient groundwater to service approximately 125 units after which subsequent testing would be required. The issue of groundwater is important which is why an initial study to determine groundwater quality and quantity has been provided as part of the planning application process. However, the jurisdiction of groundwater is a Provincial responsibility. Should Council approve the proposed DA the applicant will then have to undergo a second analysis to meet provincial standards. If there are identified deficiencies at the provincial level, they may choose not to approve until it is demonstrated that such deficiency can be overcome.

Mobile Home Park By-law Potable Water Requirement

Irrespective of the Hydrogeological assessment submission for the DA, the applicant will be required to satisfy the permit-based requirements for groundwater within the Mobile Home Park By-law. This will be at the discretion of the development officer who could request additional study to demonstrate the conditions of the permit have been satisfied sufficiently to issue a construction permit. Consideration of impacts to adjacent wells is captured under these processes.

The Availability of East Hants Services

HRM residents in this area currently access recreation services within East Hants. There are currently no restrictions that limit access to these services based on a person's status as an East Hants resident. As a result, future residents within the proposed development would be able to access East Hants facilities and programs (Attachment D).

It should also be noted that the Applicant has sent a letter responding to the Council resolution (Attachment E)

Conclusion

Staff have reviewed the correspondence from NS Lands and Forestry and have concluded no changes to the proposed development agreement are required and the planning comments and recommendation in the staff report dated May 4, 2020 remain the same. Therefore, staff advise that the proposed development agreement is reasonably consistent with the intent of the MPS. Therefore, it is recommended that the North West Community Council approve the proposed development agreement (Attachment A).

COMMUNITY ENGAGEMENT

No additional engagement has been undertaken since the December 2020 motion of Community Council.

FINANCIAL IMPLICATIONS

There are no financial 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 development agreement. The administration of the development agreement can be carried out within the approved 2021-2022 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 and the staff report dated May 4, 2020.

ENVIRONMENTAL IMPLICATIONS

No additional concerns were identified beyond those raised in the staff report dated May 4, 2020 and referenced in the Background/Discussion section above.

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

Attachment A	Proposed Development Agreement
Attachment B	Letter from Lands and Forestry
Attachment B	Response from NSTIR
Attachment C	Availability of East Hants Services
Attachment D	Letter from the Applicant

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

Report Prepared by: Report Prepared by: Shayne Vipond, Planner III, 902.237.5395

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: _____

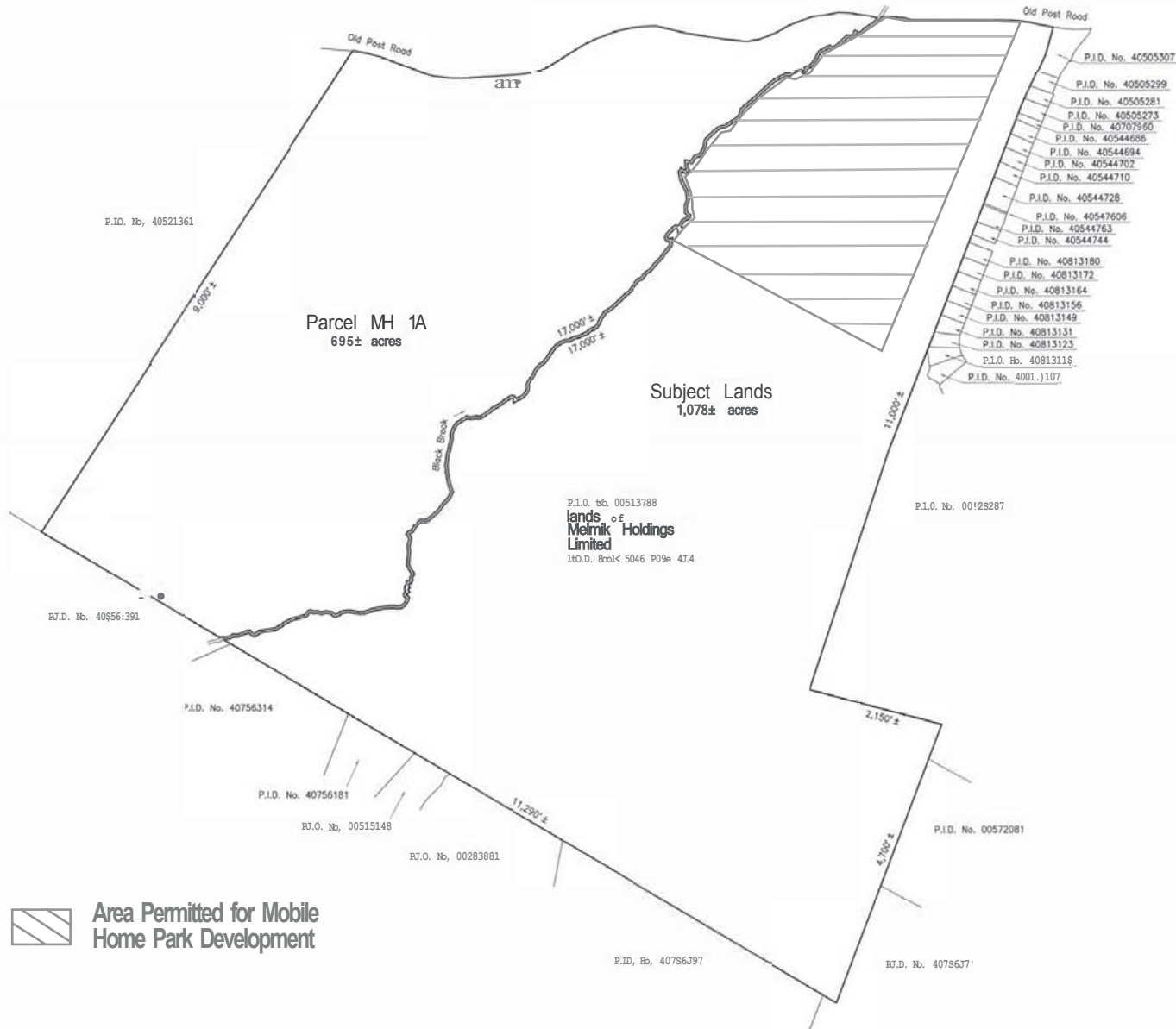
Witness

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
Melmik Holdings Limited
Old Post Road
Enfield, Halifax County, Nova Scotia
NW Odowd, 2011

C.H. M.S.E.S.164

File No. 11220

December 14, 2020

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

Dear Mr. Vipond,

Species at Risk staff at the Wildlife Division, Nova Scotia Department of Lands and Forestry have reviewed the proposed development (Case 19117). Upon review, staff noted the following concerns with the proposed development:

- The site is within NS core habitat of the 'Threatened' Wood turtle (*Glyptemys insculpta*) as defined in the Nova Scotia Species at Risk Recovery Plan for Wood Turtle (Figure 1). Core habitat definition implies that Wood turtle observations, and over-wintering and reproductive activity have occurred within the footprint of the site over multiple years. It is significant habitually used habitat that supports the persistence and recovery of the species in NS.
- Additionally, in the centre of the defined core habitat within the footprint is a small triangular area approximately 536 m X 868 m that has supported Wood turtle observations in the past but is not currently defined as core habitat. Given that Wood turtles can travel 4-5 kilometers in pursuit of nesting, over-wintering, new streams and feeding areas, there is a very high probability that Wood turtles may be regularly encountered in this area (Figure 1).
- In the immediate area of the proposed development (3km or less of the project site), there were also records of the following:
 - Eastern Wood Pewee (*Contopus virens*) observations including a singing male and possible nesting habitat, indicating that the area is breeding habitat. Eastern wood pewee is listed as 'Vulnerable' under the NS Endangered Species Act (ESA) and Special Concern under the federal Species at Risk Act (SARA). As a migratory bird, the species is also protected by the NS Wildlife Act and the Migratory Birds Convention Act (MBCA).
 - Monarch (*Danaus plexippus*). This butterfly is 'Endangered' under the ESA and is currently listed as Special Concern under SARA. It is currently being considered for 'Endangered' designation under SARA.
 - 2 to 5 Bat species. The technology used to identified bats indicates 50% confidence of the presence of Little Brown Myotis (*Myotis lucifigus*). The Little Brown Myotis (bat) is 'Endangered' under both the ESA and SARA.
 - Habitat suitability models indicate that Boreal Felt Lichen (*Erioderma pedicellatum*) habitat may be present. The species is 'Endangered' under both the ESA and SARA.
 - Other observations of interest - Atlantic Salmon (proposed as threatened/endorsed under SARA), American Eel (proposed as threatened under SARA)
 - Rare dragonflies: Rusty Snaketail, Skillet Clubtail

These observations indicate that no work should proceed without consideration of a NS Species at Risk permit. No permit is currently held, nor has a permit application been submitted with respect to this project. Under the NS ESA, the following prohibitions apply for 'threatened' or 'Endangered' species unless one is in possession of an ESA permit

13 (1) No person shall

- (a) kill, injure, possess, disturb, take or interfere with or attempt to kill, injure, possess, disturb, take or interfere with an endangered or threatened species or any part or product thereof;
- (b) possess for sale, offer for sale, sell, buy, trade or barter an endangered or threatened species or any part or product thereof;
- (c) destroy, disturb or interfere with or attempt to destroy, disturb or interfere with the specific dwelling place or area occupied or habitually occupied by one or more individuals or populations of an endangered or threatened species, including the nest, nest shelter, hibernaculum or den of an endangered or threatened species;
- (d) contravene any regulation made with respect to a core habitat; or
- (e) contravene an order made pursuant to Section 18.

ESA permits can only be issued for two reasons, neither of which appear to apply to this project as currently described.

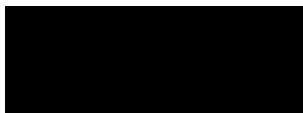
14 (1) The Minister may, upon application, issue a permit to a person authorizing the person to possess, disturb, take or interfere with an endangered or threatened species for

- (a) scientific purposes related to the conservation of the endangered or threatened species; or
- (b) the protection of human health or safety.

Therefore, upon review of the available information, it is my conclusion that the proposed development would not qualify for a NS ESA permit to disturb, interfere or cause accidental mortality of Wood turtles at this site within the red boundary (Figure 1). Further, if a permit were to be considered for the proposed development because the project was able to satisfy ESA section 14(1), the proponent would also have to demonstrate that other 'Threatened' and 'Endangered' species were not being impacted as per ESA section 13(1), including Monarch, three listed bat species and Boreal felt lichen. Extensive surveys for those species would have to be conducted during the appropriate times of year.

Please do not hesitate to contact me should you have any questions or require additional information.

Sincerely,



Dr. Donna D. Hurlburt
Manager, Biodiversity and Species at Risk
Wildlife Division
Donna.Hurlburt@novascotia.ca

Reference Materials:

1. Nova Scotia Endangered Species Act (attached)
2. Categorized List of Species at Risk - <https://www.novascotia.ca/just/regulations/regs/eslist.htm>.
3. Wildlife Act This Act applies to all vertebrate species, specifically turtles and birds in section 51 <https://www.nslslegislature.ca/sites/default/files/legc/statutes/wildlife.pdf>

www.novascotia.ca/natr/wildlife

4. Endangered Species NS Recovery Plans

<https://novascotia.ca/natr/wildlife/biodiversity/pdf/recoveryplans/Recovery-plan-Wood-turtle.pdf>

https://novascotia.ca/natr/wildlife/biodiversity/pdf/recoveryplans/RECOVERY_PLAN_Little_Brown_Myotis_27Sept20.pdf

https://novascotia.ca/natr/wildlife/biodiversity/pdf/recoveryplans/RECOVERY_PLAN_ADOPTED_BorealFeltLichen_27September_2020.pdf

5. The federal Species at Risk Act may need to be considered in areas of federal jurisdiction

6. The federal Migratory Birds Convention Act would also apply to all migratory birds in addition to the above.



Figure 1: Wood turtle habitat on property of proposed development. Footprint of property is outlined in red. The green hatched area is defined core habitat and designated critical habitat for Wood turtle which is comprised on 200m buffers surrounding habitually used streams. The light gray area would have a high probability of supporting Wood turtle.



Transportation and Infrastructure Renewal
Highway Programs

Attachment C
Response from NSTIR Old Truro Road

1672 Granville Street
PO Box 186
Halifax, Nova Scotia
Canada B3J 2N2

Tel: 902-424-7518
Fax: 902-424-0570
novascotia.ca

January 19, 2021

Carl Purvis, MCIP, LPP
Planning Applications Program Manager
Planning and Development
Halifax Regional Municipality
Box 1749
Halifax, NS B3J 3A5

Dear Mr. Purvis:

Thank you for your letter of January 7, 2021 regarding planning application 19117-525 Mobile Home Park Proposal, Old Truro Road, Elmsdale. To provide you with some clarity, it is the Department of Transportation and Infrastructure Renewal's position to continue with the direction as outlined in Bruce Fitzner's May 14, 2016 letter to Jim Taylor at Cygnet Properties regarding upgrading of the Old Truro Road.

It is my understanding TIR operations staff have been working with Halifax Regional Municipality and the developer as they work through the permitting process.

I trust this helps with your inquiry, however, please contact me at 902-424-2298 if you wish to discuss further.

Sincerely,

Peter Hackett, P.Eng.
Chief Engineer

c: Guy Deveau, District Director Central
Matt Clarke, Acting Area Manager Hants County



January 27, 2021

VIA EMAIL: viponds@Halifax.CA

Shayne Vipond
Planner III, Rural Policy & Applications
Halifax Regional Municipality
PO Box 1749
Halifax, NS B3J 3A5

Mr. Vipond,

Re: Case 19117, Mobile Home Park proposal on Old Truro Road, Elmsdale

This is further to your request for comments from East Hants regarding the ability of the municipality to provide recreation services to future residents of the proposed 525 unit mobile home development on the Cygnet Properties site.

HRM residents currently access recreation services within East Hants. There are also no restrictions that limit access to these services based on a person's status as an East Hants resident. As a result, future residents within the proposed development would be able to access our facilities and programs.

Parks Recreation and Culture Staff also indicate that there are no current plans to consider an East Hants "resident/non-resident" requirement for recreation services. However, there is also no certainty that a future Council won't explore such a model. To date the current model has worked well as we are aware that East Hants residents also benefit from HRM facilities and programs (e.g., Mount Uniacke residents using Sackville Sports Stadium).

You should further be aware that the Corridor area of East Hants (i.e., Enfield, Elmsdale & Lantz) is expected to see significant population growth over the next two decades with

.../2

large developments from Clayton Developments (1500 dwelling units) and Armco Developments (2200 dwelling units) already approved. Additional development is in the planning/approval process. As a result, we are expecting our existing programs and services to be increasingly utilized by East Hants residents.

We plan programs and services based on the needs of our growing community and review service levels on an annual basis. However, there are certain programs that are routinely over-subscribed now (e.g., summer camps, swimming lessons). In these circumstances, registration is currently provided on a first come, first served basis.

If you have any further questions please don't hesitate to contact us again.

Sincerely,



John Woodford
Director of Planning & Development

SUNROSE



January 21, 2021

Shayne Vipond, MCIP LPP
Planner III
Rural Policy & Applications
HRM

Dear Shayne:

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

This letter is to provide you with information on the matters that were raised at the North West Community Council (NWCC) meeting on December 14, 2020. The NWCC motion is shown in italics below.

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

MOVED by Councillor Blackburn, seconded by Councillor Lovelace

THAT North West Community Council:

- 1. Defer item 10.1.1 to the April 2021 meeting of North West Community Council,***
- 2. Requests that staff prepare a supplemental staff report for Case 19117 regarding the recent correspondence from Lands and Forest regarding the wood turtle and the impact this may have on the proposed development as well as additional information from staff regarding Traffic Impact, Fire and Police Service Protection, Well Water Impact, and the availability of East Hants services.***

MOTION TO DEFER PUT AND PASSED.

I understand that HRM staff are preparing a supplementary report on these matters. On behalf of my Client, Cygnet Properties Ltd., I would like to assist in this effort by providing you some information on these items. I address each item in the order that they are listed in the NWCC motion.

1. "...correspondence from Lands and Forest regarding the wood turtle and the impact this may have on the proposed development..."

We have been in discussions with both the Provincial Lands and Forestry department and the Provincial Department of Justice since the letter from Lands and Forestry dated December 14, 2020 was given to HRM just prior to the NWCC meeting on the same day of their December 14, 2020 meeting. On January 14, 2021, we received a letter from the Provincial Department of Justice, which we have circulated to HRM. In summary, the Province has clarified that:

- a) The Province is interesting in working cooperatively with Cygnet to discuss ways to protect the wood turtle and “encourages” Cygnet to do so.
- b) The Cygnet lands are in an area to be “...considered for designation as core habitat...” and there is no “...formal designation of core habitat on the land at this time...”
- c) Further, the letter states that, “...the Act does not prohibit Cygnet from working on or developing this land.”

As we have stated previously, it is our team’s legal opinion that NWCC must proceed to process our development agreement application without waiting for HRM staff to oversee our discussions with Lands and Forestry. We will work cooperatively with the Province in an effort to create a protection plan that works for both wood turtles and mini-homes. We respectfully request that NWCC proceed with a public hearing and decision on our development agreement application as soon as possible. Our legal advice is that the wood turtle issue is not HRM’s business.

2. Traffic impact:

The traffic impact studies (TIS) that were completed for this development began with our first TIS for the pre-application in 2013. We worked extensively with the Provincial Department of Transportation and Infrastructure Renewal (TIR) because they are the authority of the road network for this development. TIR reviewed and approved our on-going TIS data in 2014, 2017, 2018, and 2019.

The most significant issue for TIR was that the development be phased in line with the Lantz interchange because the Lantz interchange would reduce traffic at the Elmsdale Road/Trunk 2 signalized intersection. Now that the Lantz interchange is in place, there are no concerns with phasing of the development or with the road network being able to handle the anticipated traffic volumes.

Our TIS recommended some improvements to the intersection of Old Truro Road and Elmsdale Road. These improvements propose a concrete cured island and painted lines to define the eastbound channelized right turn. Residents have asked about this intersection and this should reassure them that TIR will be requiring improvements to this intersection.

In response to the concerns previously raised by residents during the public information meeting and the two open houses, the development will not have a direct access to Hescott Street, which had been a consideration at one time.

To answer the questions that were asked about the Riverdale subdivision; Old Truro Road will be extended by approximately 2200 feet. This will provide the site with two access points and will not extend to the Riverdale subdivision, which will be approximately 3100 feet farther down the undeveloped right-of-way.

TIR will have the final decision on this and all other road construction improvements at a later stage, as always.

3. Fire and police service protection:

I understand that you have previously received comments that confirm that HRM Fire Services is capable of servicing this development. My understanding is that HRM and East Hants are currently discussing a shared service agreement with regard to fire services that centers primarily on finance issues.

With regard to police protection, this area of HRM is covered by the North Central Detachment of the RCMP with regular back up provided by the Enfield Detachment of the RCMP. You have been copied on an email from the RCMP that confirms that the proposal will not result in a rapid change or affect on the policing services. The RCMP have also said that if the development becomes an issue over time, the RCMP have time to make appropriate adjustments.

4. Well water impact:

As part of this application, we had a Senior Hydrogeologist and Chemist do a Level I and Level II Groundwater Assessment in accordance with HRM guidelines. The studies were reviewed by HRM and their consultant CBCL over the years of 2014, 2015, 2017, and 2018. The studies provide information on the water recharge area and the anticipated water demand of the development. Test wells were reviewed and additional flow tests will be done as the project moves forward. Nova Scotia Environment are the regulatory body on this matter and we will provide on-going data of wells in accordance with Nova Scotia Environment (NSE) regulations.

At the open house in 2018, residents were concerned with the location of the test well that is closest to the Hescott Street subdivision. The closest well is several hundred feet away, and we are agreeable to not use this well, subject to NSE regulations.

5. Availability of East Hants services:

My understanding from you is that you have previously received comments from East Hants with regard to all their services except for their Parks, Recreation and Culture department. I

reached out to the staff person of that department, who told me that East Hants is capable of providing recreation services for this development. He noted that residents of East Hants utilize parks and recreation services within HRM, and that residents of HRM are allowed to use parks and recreation services in East Hants. My understanding is that a letter is forthcoming on this matter.

In summary,

I would like to point out that the NWCC deferral of the public hearing on December 14th was due to the last minute correspondence from the Province regarding the wood turtle. The additional information items were added to the motion because the deferral provided an opportunity for NWCC to seek updates on those matters. Most of the extra matters had already been addressed in the staff report and the multiple studies provided by the proponent.

It is not typical to get comments on development applications from service providers outside of HRM, such as the RCMP and the Parks and Recreation department from the adjacent Municipality. Neither the RCMP nor East Hants services are requirements of MPS policy upon which an HRM Council decision must be based.

I had been prepared to address the update on traffic and questions regarding water supply in my remarks at the public hearing. I was also prepared to provide our legal opinion that the jurisdiction of the wood turtle rests with the Province and not HRM. I assume that staff was prepared to address all matters mentioned in the motion in your overall presentation including the context as they relate to the MPS.

I trust that this information is helpful and we look forward to having this application back on a NWCC agenda for public hearing and decision as soon as possible.

Sincerely:

A black rectangular redaction box covering the signature of Jenifer Tsang.

Jenifer Tsang, MCIP