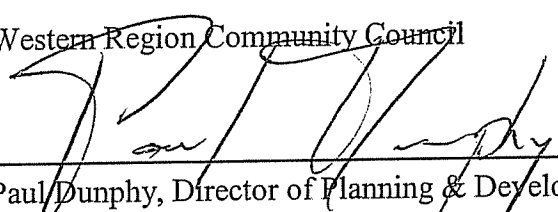


Western Region Community Council
October 24, 2005

TO: Western Region Community Council

SUBMITTED BY: 
Paul Dunphy, Director of Planning & Development Services

DATE: October 13, 2005

SUBJECT: Case 00640: Development Agreement - 7990 St. Margarets Bay Road, Ingramport

ORIGIN

Application by Destiny Developments to enter into a development agreement to:

- a) permit 17 townhouse units; a marina building; and a 31-berth docking facility at 7990 St. Margarets Bay Road in Ingramport; and
- b) discharge DA-1&3-05-91-01 and amending agreement DA-1&3-12-95-01-A1.

RECOMMENDATION

It is recommended that Western Region Community Council:

1. Move Notice of Motion to consider the development agreement set out in Attachment D to permit 17 townhouse units, a marina building and a 31 berth docking facility at 7990 St. Margarets Bay Road in Ingramport (PID 40731606), and to schedule a Public Hearing;
2. Approve the development agreement, as set out in Attachment D, with the exception that Sections 2.8.10 and 2.8.16 (b) and (c) which would permit the hosting of special events at the marina not be approved.
3. Subject to the development agreement coming into effect, discharge DA-1&3-05-91-01 and amending agreement DA-1&3-12-95-01-A1; and,
4. Require that the development agreement be signed within 120 days, or any extension thereof granted by Council on request of the applicant, from the date of final approval by Council and any other bodies as necessary, whichever is later, including applicable appeal periods; otherwise this approval will be void and obligations arising hereunder shall be at an end.

BACKGROUND

Site Description and Setting:

7990 St. Margarets Bay Road is situated in the Ingramport area of St. Margarets Bay on the south east side of the St. Margaret's Bay Road (see Map 1). The site comprises a 4.71 acre narrow strip situated between the St. Margarets Bay Road to the west and St. Margarets Bay to the east and properties occupied with single unit dwellings to its north and south. It extends approximately 1500 feet of frontage along St. Margarets Bay Road, measuring about 215 feet at its widest point and 45 feet at its narrowest.

A single unit dwelling, an accessory building and a storage shed are currently situated on the property. The applicant proposes to remove all existing buildings to accommodate the proposed development.

The Proposal:

The applicant seeks approval of a development agreement to permit the following on the property:

- 17 townhouse dwelling units;
- an accessory building;
- private amenity open space (swimming pool, pool hut, and 2 gazebos);
- a marina building;
- a breakwater, boat launch and finger piers;
- a 31 slip docking facility with a boat sewage pump-out facility.¹

The components of the proposed development are illustrated on plans attached to the proposed development agreement as Schedules "B" to "G".

The proposed townhouse units are to be distributed amongst six buildings, one with two units and the remaining in sets of two, three or four. According to the developer's consultant, the townhouse buildings have been designed to reflect building forms typically found in coastal communities such as Hubbards and Mahone Bay.

The proposed marina includes 31 berthing slips, 25 of which are proposed to be offered for public lease. Any increase in the number of boat berthing would be at the discretion of Community Council and the provision of additional parking spaces at the rate of one parking space per additional slip.²

¹The original application reviewed at the February 26, 2004 public information meeting proposed 27 townhouse units. This was later reduced to 17 units and a 50-seat restaurant and a 30-seat lounge were later added to the proposal prior to a second public information meeting, held on April 14, 2005. The restaurant and lounge components have been withdrawn.

² The developer has requested that Section 3.1 dealing with minor amendments which may be considered for approval by resolution of Western Region Community Council, include a provision to increase the number of berths leased publicly and a commensurate increase in the number of parking spaces.

Subject to final approval by the NSDEL, the applicant proposes a tertiary sewage treatment plant to service the entire development. Drinking water is to be provided by a series of on-site wells.

The marina is proposed to be sited on a provincially-owned water lot, which will necessitate a Crown Lease from the Nova Scotia Department of Natural Resources (NSDNR). Provincial officials have advised staff that a decision on a Crown Lease will only be made following a decision of Community Council on this application.

Existing Development Agreement:

Development at this site is subject to an development agreement approved in 1991 (DA-1&3-05-91-01) which was amended in 1995 (DA-1&3-12-95-01-A1). This agreement permits:

- a 50-seat restaurant
- a 30-seat lounge
- 20 guest accommodation suites
- a conference room
- a marina with a breakwater and floating finger piers
- a boat storage building
- fuel storage and pumping facilities
- a single unit dwelling with attached garage
- 4 cottage-style accommodation suites

The existing development agreement does not specify a date upon which construction of the approved development must occur nor does it specify a date (“sunset clause”) upon which the development agreement ceases to be in effect in the event its terms are not met. Area residents and their councillor have expressed concern over the uncertainty that this presents and have requested the existing agreement be discharged. As a development agreement is between two parties, both parties must agree to its discharge and a Council may not discharge an agreement unilaterally.

The inclusion of sunset clauses and project construction dates in development agreements became standard practice throughout the Municipality after 1996. Development agreements which were approved prior to 1996 generally do not contain such clauses. At the request of Regional Council, staff are currently reviewing the status of all development agreements which do not contain sunset clauses in order to identify where conditions similar to this are within the municipality. Should Community Council decide to approve the attached development agreement, the existing development agreement should be discharged upon registration of the new agreement.

MPS Policies:

Except for the southernmost portion of the subject site, which is designated Mixed Use “A”, the property is designated Mixed Rural Residential (MRR) under the Municipal Planning Strategy (MPS) for the St. Margaret’s Bay plan area.³ The lands have a long history of commercial/industrial use and are zoned General Industrial (I-1), subject to the current development agreement. The surrounding area is zoned MU-1 (Mixed Use 1) and is predominantly developed with single unit dwellings.

³The proposed development, apart for a private sewage treatment plant, will be entirely contained within the MRR Designation.

According to the MPS, the Mixed Rural Residential Designation applies to areas in transition that are, for the most part, located off Highways 3 and 333. The designation was designed to accommodate a relatively broad range of land uses, including those traditionally associated with the fishery and the tourist industry.

The MPS enables the development of multiple-unit residential buildings and marinas within the MRR Designation to be considered by development agreement subject to specified evaluation criteria and the approval of Council. The applicable MPS policies, along with staff's assessment of this proposal against them, are provided in Attachments A, B and C.

Public Information Meetings:

Two public information meetings - one on February 26, 2004 and another on April 14, 2005 - were held as part of this application. Meeting minutes are included as Attachments E and F of this report. A mailout to individual property owners situated in proximity to the subject property was undertaken for both meetings. The notification area for the April 14, 2005 meeting is shown on Map 2. Another mail notification will be undertaken for the same area should this application proceed to a public hearing.

Review by Halifax Watershed Advisory Board:

The application was reviewed by the Halifax Watershed Advisory Board (HWAB) at its May 19 and June 16, 2004, meetings. The Board's recommendations relate specifically to the protection of the marine and natural environments. Staff have responded to these recommendations in the discussion section below. The information report from the HWAB is provided as Attachment G.

DISCUSSION

The salient matters addressed in staff's assessment of this proposal against the MPS policies outlined in Attachments A, B and C relate to its overall density, effects on the marine/natural environment, treatment of liquid waste, adequacy of on-site water services, parking, access and traffic generation, and the hosting of special events. These matters are addressed as follows:

Density:

The MPS suggests that multiple unit dwellings are an appropriate housing form in the St. Margarets Bay area. The MPS does not specify a desired density for the development of multiple unit dwellings.

The original application by Destiny Developments for this site requested 27 townhouse units within five buildings, resulting in a density of 5.7 units per acre. Residents at the first public information meeting expressed concern that this density was too high and out of character with the surrounding community comprising mostly single unit dwellings and a few commercial uses. The average density of the surrounding area is about 1 unit per acre, including a few "undersized" residential lots of up to 2.5 units per acre. The density of the amended 17-unit proposal is 3.6 units per acre.

Staff estimated densities of 13 multiple unit developments in the St Margaret's Bay plan area and, on average, found them to be at about 2.6 units per acre. The results of this review are provided in

Attachment H. Five developments have densities at or below 1 unit per acre and the remaining eight projects have densities between 1.5 and 10 units per acre. The two developments having the highest density are located in the communities of Hubley and Hubbards. In staff's opinion, the proposed 3.6 units per acre is an appropriate density for a multiple unit development on this site considering the proposed amounts of open space, the public use of the marina, and the density of surrounding development.

Effects on the Natural Environment:

The federal Department of Fisheries and Oceans (DFO) has assessed the effects of the proposed project on the marine environment and has determined that the marina will lead to the destruction of fish habitat. However, the agency has concluded that any significant environmental impacts can be mitigated. Compensation for the destruction of the existing fish habitat has been agreed upon by the developer and DFO. The draft development agreement stipulates that the developer must meet the requirements of the Department of Fisheries and Oceans. Attachments I and J include the DFO report and authorizations.

Treatment of Liquid Wastes:

The proposed sewage treatment plant (STP) is capable of providing a tertiary level of treatment. The STP will discharge treated effluent into the ocean at the end of the proposed breakwater, three feet below the low water mark. The proposed system includes a round-the-clock monitoring system with automatic alerts to monitoring personnel in case of failure. The development agreement stipulates the condominium corporation will be responsible for maintaining the STP as per NS Department of Environment and Labour (NSDEL) requirements including provision that a certified operator oversee the operation and provide quarterly sampling reports to the department for review.

On-Site Water Services:

The developer commissioned Jacques Whitford Environment Limited (JWEL) to undertake a preliminary groundwater availability assessment⁴ which concluded that:

- a) there is potential for a water supply up to 37L/min which is capable of meeting the average daily demand of 18 L/min for the proposed development;
- b) any water extraction permits issued by NSDEL will be subject to further testing;
- c) domestic water wells on adjacent properties to the north and south are not expected to be affected by this development.

Parking, Access and Traffic Generation:

The draft development agreement sets out requirements for on-site parking:

- a) each townhouse units would be serviced by a private driveway, capable of accommodating up to two private vehicles.

⁴Assumptions were based on the marina and a 27-unit residential development.

- b) the proposed marina facility would include parking for 29 vehicles provided in 5 small parking clusters containing up to 7 parking spaces each.
- c) Parking clusters will be located away from existing development and will be separated from each other by landscaping.

The draft development agreement outlines the requirements for site access onto the St. Margarets Bay Road at two points as shown on the site plan (Schedule "B" of proposed development agreement). The NS Department of Transportation and Public Works (DOT&PW) reviewed the application and found the proposed access arrangement to be acceptable.

Potential impact on neighbouring properties from visitation associated with the proposed marina facility should be minimized by the use of two accesses and by breaking up the parking areas throughout the site. Additionally, the accesses from the site are located at a substantial distance from nearby residential properties. The additional traffic volume generated from this proposal, as well as the impact on the local road network is determined to be negligible.

Hosting of Special Events:

Destiny Developments has requested that the development agreement include provision for the owners to hold special events, such as regattas, wedding receptions, parties, business conferences and community meetings. This request has been accommodated in Sections 2.8.10 and 2.8.16 (b) and (c) of the draft development agreement .

It is the opinion of staff that increased parking needed to service such events could not be effectively provided on-site without negatively impacting adjacent properties. Additionally, it is believed that such activities would be incompatible with surrounding residential uses and the proposed townhouses in terms of noise impacts. Therefore, staff recommends that the applicable sections of the proposed development agreement which would permit this use not be approved.

Recommendations from Watershed Advisory Board:

The report from the Halifax Watershed Advisory Board (HWAB) on this proposal is provided as Attachment G of this report. The recommendations of HWAB, along with staff's response are as follows:

Recommendation 1: *That the current 25-foot building setback from watercourses and waterbodies for this area be reconsidered in favour of a 30 metre (100 foot) setback.*

The proposed development complies with a 25-foot marine environment setback requirement established under MPS policy which applies throughout the St. Margaret's Bay plan area and measures have been included in the proposed development agreement to mitigate environmental impacts. The imposition of a 100-foot coastal setback would make the proposed development unfeasible given the site's narrow configuration and a requirement that any buildings on the site be set back from the abutting provincial highway. Any reconsideration of the current minimum setback requirement for the plan area is beyond the scope of a development agreement application. The Board's recommendation is being addressed through the proposed Regional Plan.

Recommendation 2: *That compensation for destroyed fish habitat be included as part of the development agreement.*

Staff disagrees with the recommendation from the Board that the mitigation requirements from the Department of Fisheries and Oceans (DFO) be set out in the development agreement. Notwithstanding the fact that the marina proposal is part and parcel of the development agreement, the Municipality does not have jurisdiction over fish habitat, nor the expertise needed to monitor the compensation efforts linked to any authorized harmful alteration, disruption or destruction (HADD) of fish habitat. Nonetheless, the development agreement will specify that the construction of all marine related infrastructures, including the breakwater and floating docks must meet the requirements of Fisheries and Oceans Canada, Transport Canada, and the Nova Scotia Department of Natural Resources.

Recommendation 3: *That the development agreement prohibit refuelling facilities on the site*

Staff agrees with the Board's recommendation that refuelling facilities not be permitted on the site and it is addressed directly in the development agreement.

Recommendation 4: *That the development agreement require impervious parking surface and use of an oil/grit separator*

Staff agrees with the Board's recommendation that parking and driveways be surfaced and provision for this has been made in the attached development agreement. Staff disagrees with the recommendation that the runoff from parking area(s) be directed to an oil/grit separator before being discharged into the marine environment. An oil/grit separator is not justified for the small scale parking areas proposed by this development.

Recommendations 5 & 6: *Requirements stipulated by NSDEL for sewage treatment plant and provision for remedial action*

Staff disagrees with the Board's recommendation that the design and operational requirements for the sewage treatment plant (STP) be included in the development agreement. Staff also disagrees with the Board's recommendation that the development agreement should include a provision for remedial action by the proponent if the STP does not function adequately. The Municipality has no jurisdiction over private treatment facilities and does not have the resources to monitor these systems. However, the development agreement will specify that the design, construction, and operation of the STP must meet the requirements of the Nova Scotia Department of Environment and Labour which is the responsible authority.

Conclusion

It is the conclusion of staff that the proposed 17 townhouse units, private recreational open space and a marina, subject to the provisions of the development agreement, can be developed without negatively impacting surrounding properties, the marine environment, and the local road network

and is consistent with applicable policies of the Municipal Planning Strategy. Staff do not find the use of the proposed development for hosting of special events, as provided for in Sections 2.8.10 and 2.8.16 (b) and (c) of the attached development agreement to be consistent with the MPS. Staff recommend approval of the development agreement except for these sections.

Should Council approve the draft development agreement, staff will bring the existing development forward at a later date so that it may be discharged by Council.

BUDGET IMPLICATIONS

There are no budget implications at this time.

FINANCIAL MANAGEMENT POLICIES/BUSINESS PLAN

This report complies with the Municipality's Multi-Year Financial Strategy, the approved Operating, Capital and Reserve budgets, policies and procedures regarding withdrawals from the utilization of Capital and Operating reserves, as well as any relevant legislation.

ALTERNATIVES

1. Council may approve the entire development agreement. This is not recommended.
2. Council may approve the development agreement, with the exception of Sections 2.8.10 and 2.8.16 (b) and (c). This is the staff recommendation.
3. Council may choose to alter the terms of the development agreement. This will necessitate further negotiations with the applicant, and may require an additional public hearing.
4. Council may refuse the entire development agreement. Pursuant to Section 230(6) of the Municipal Government Act, Council must provide reasons for this refusal, based on the policies of the MPS. This alternative is not recommended, based on staff's finding that the proposed development agreement, except for Sections 2.8.10 and 2.8.16 (b) and (c), is consistent with policies of the MPS.

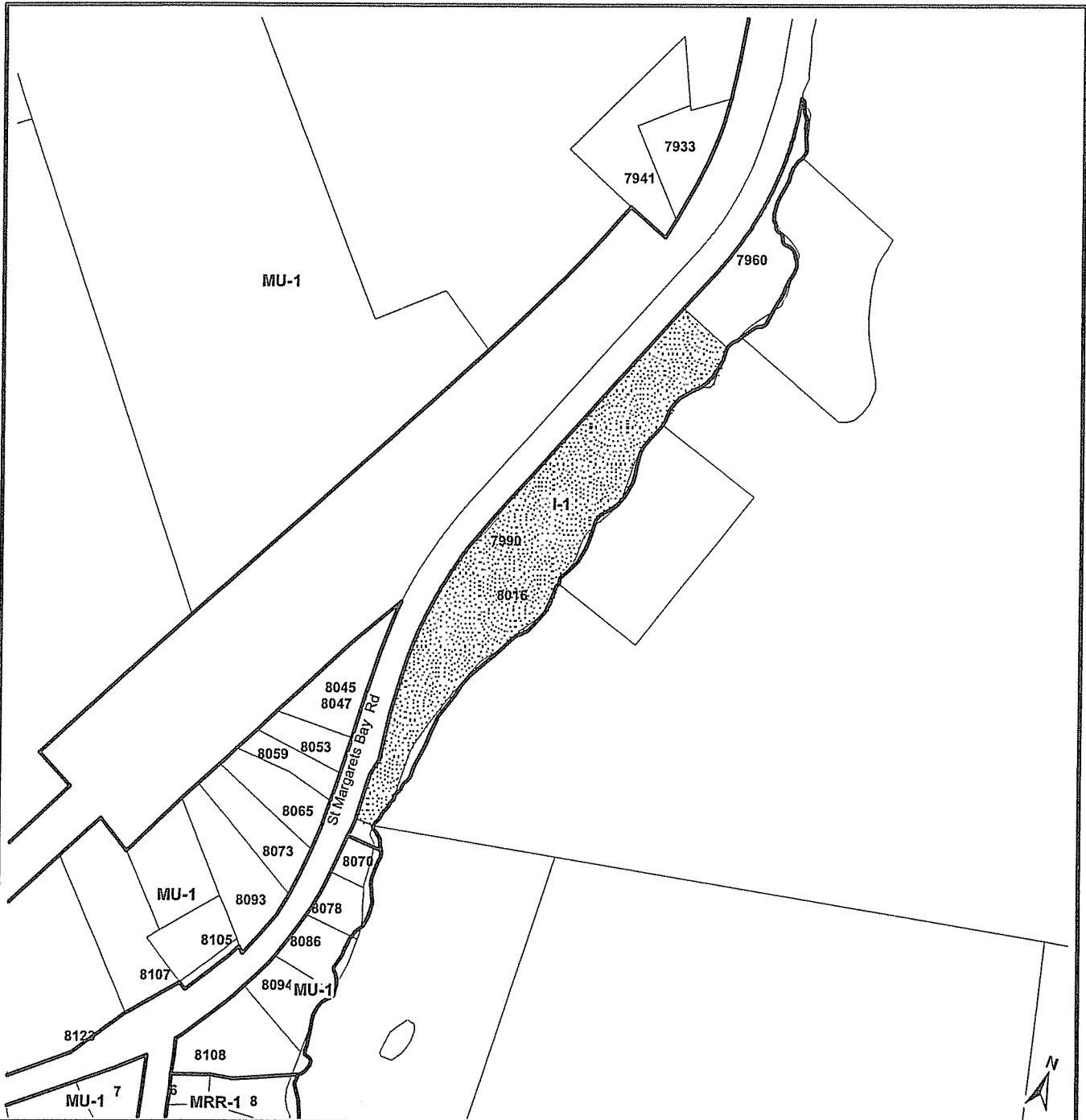
ATTACHMENTS

Map 1	Location and Zoning
Map 2	Area of Notification
Attachment A	Review of Policy MRR-4
Attachment B	Review of Policy MRR-7
Attachment C	Review of Policy IM-9
Attachment D	Draft Development Agreement
Attachment E	Minutes from the February 26, 2004 Public Information Meeting
Attachment F	Minutes from the April 14, 2005 Public Information Meeting
Attachment G	Report from the Halifax Watershed Advisory Board (HWAB)

Attachment H	Breakdown of existing multiple unit projects in Planning Districts 1&3
Attachment I	Scoping Report and Authorization from Department of Fisheries and Oceans
Attachment J	Amended Authorization from Department of Fisheries and Oceans
Attachment K	Letters and E-Mails Against the Proposal
Attachment L	Letters and E-Mails in Support of the Proposal


Additional copies of this report and information on its status can be obtained by contacting the Office of the Municipal Clerk at 490-4210, or Fax 490-4208.

Report prepared by: Luc Ouellet, Planning Services, 490-3689



Map 1 - Location and Zoning

7990 St Margarets Bay Road (Hwy. 3)
Ingramport

 Subject area

Zone

- MRR-1 Mixed Rural Residential
- MU-1 Mixed Use 1
- I-1 General Industrial

Planning District 1 & 3 Plan Area

HALIFAX
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PLANNING AND
DEVELOPMENT SERVICES





This map is an unofficial reproduction of a portion of the Zoning Map for the Halifax Mainland Land Use By-Law area.

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



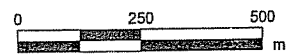
Map 2 - Notification Area

7990 St Margaret's Bay Road (Hwy. 3)
Ingramport

-  Subject area
-  Area of notification

Planning District 1 & 3 Plan Area

HALIFAX
REGIONAL MUNICIPALITY
PLANNING AND
DEVELOPMENT SERVICES



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Attachment A - Review of Policy MRR-4

MRR-4 Notwithstanding Policy MRR-2, within the Mixed Rural Residential Designation, Council shall only consider permitting multiple unit dwellings, and senior citizen housing in accordance with the development agreement provisions of the Planning Act. In considering such development agreements, Council shall have regard to the following:

Policy criteria	Staff comments
(a) that the architectural design and scale of any building(s) are compatible with nearby land uses	The number of residential buildings is limited to six, and the buildings are in groups of two, three and four, enabling the proposed development to be more in character with the rest of the community. Furthermore, the development must adhere to design guidelines including the cladding of buildings in natural materials, utilizing heritage colours, permitting stone or brick chimneys, and allowing a maximum footprint and height for each unit of 1650 square feet and 35 feet, respectively.
(b) that adequate separation distances are maintained from low density residential developments and that landscaping measures are carried out to reduce the visual effects of the proposed use	The property is sufficiently large to enable generous setbacks from all sides, including a 25-foot setback from the northern property line and more than 100 feet from the southern property line. Landscaping requirements for buffering and softening the site are outlined in the draft development agreement. Planting is required at each end of the site to buffer the project from neighbouring R-1 uses. The development agreement contains tree preservation measures to retain all possible vegetation in undeveloped portions of the site. Any trees removed from the site are to be replaced at a ratio of 2:1.

<p>(c) the general maintenance of the development</p>	<p>The draft development agreement outlines the requirements for maintaining and keeping in good repair all portions of the development on the lands, including the exterior of all buildings, parking areas and driveways, and the maintenance of all landscaping, trimming and litter control, and snow removal/sanding of walkways, driveways, and parking areas.</p>
<p>(d) that open space and parking areas are adequate to meet the needs of residents and that they are substantially landscaped</p>	<p>Private open space on the site has been carefully considered. A pathway extends from the marina to an existing beach on the southern portion of the lands. Two gazebos are proposed for the site with a maximum area of 350 square feet each. The modest structures are permitted to be located within the 25 foot setback from the watercourse and ocean. A swimming pool and pool hut are proposed mid-site between the residential buildings and the water.</p> <p>Please refer to the discussion section of the staff report for comments on parking.</p>
<p>(e) the means by which solid and liquid wastes will be treated</p>	<p>Solid waste management measures are outlined in Section 2.7 of the draft development agreement. The applicant must provide a minimum of three designated spaces, with one adjacent to the marina facility, for storage and collection of recyclables, organics and refuse. As per HRM policy, private collection is required.</p> <p>Please refer to the discussion section of the staff report for comments on the treatment of liquid wastes.</p>
<p>(f) the impact of the proposed use on traffic volume and the local road network, as well as traffic circulation in general, sighting distance and entrance to an exit from the site</p>	<p>Please refer to the discussion section of the staff report for comments on traffic, access, and the road network.</p>
<p>(g) the provisions of Policy IM-9</p>	<p>Please refer to Attachment C.</p>

Attachment B - Review of Policy MRR-7

MRR-7 Notwithstanding Policy MRR-2, within the Mixed Rural Residential Designation, Council shall only consider permitting campgrounds and marinas in accordance with the development agreement provisions of the Planning Act. In considering such development agreements, Council shall have regard to the following:

Policy criteria	Staff comments
(a) that the site exhibits characteristics which make the location particularly suitable for the proposed use	It is the opinion of staff that the property possesses some natural limitations with respect to its use as a marina. Specifically, the location lacks the natural attributes to shelter the area designated for the docking facilities. However, as indicated, this development proposal would involve the construction of a breakwater which would serve to shelter and protect the marina. With the inclusion of the breakwater, the site is considered suitable for the proposed use. Other locational features which add to the site's overall suitability include the ease of access to the travelling public and the relative isolation of the site to adjacent land uses.

<p>(b) the potential for adversely affecting nearby residential and community facility development in the area by virtue of noise, visual intrusion, traffic generation and littering</p>	<p>Noise and visual impacts due to the marina component of the project are reduced by the fact that the marina building and berthing facilities are located close to the middle of the site. From the northern boundary of the water lot to the nearest neighbouring property to the north there is a separating distance of approximately 230 feet. From the southern boundary of the water lot to the closest neighbouring property to the south there is a separating distance of approximately 700 feet. Private lands across the St. Margarets Bay Road from the property are buffered by a wide right-of-way controlled by the Department of Natural Resources.</p> <p>The draft agreement requires any illumination be directed away from adjacent properties and to reduce the reflection over the water. However, Fisheries and Ocean Canada and Transport Canada have jurisdiction over the marina and its associated water development and may require illumination that will not meet these requirements. This has been allowed for in the agreement.</p> <p>Mitigation against potential problems with littering are addressed in Section 2.13 of the draft development agreement.</p> <p>Please refer to the discussion section of the staff report for comments on traffic generation.</p>
<p>(c) the effect of the proposed use on traffic volume and the local road network, as well as traffic circulation in general, sighting distances and entrances to and exit from the site</p>	<p>Please refer to the discussion section of the staff report for comments on traffic, access, and the road network.</p>

<p>(d) the layout and design of the facility</p>	<p>Please refer to the discussion section of the staff report for comments on parking.</p> <p>The draft development agreement responds to concerns relating to site layout and design in Section 2.8, which specifically provide for the building, parking and marina requirements. The layout and design of the facility are illustrated on the site plan (Schedule "B").</p>
<p>(e) general maintenance of the facility</p>	<p>Please refer to Attachment A for comments on same policy.</p>
<p>(f) the means by which solid and liquid waste will be treated</p>	<p>Please refer to Attachment A for comments on same policy.</p>
<p>(g) the effects of the use on the natural environment as contained in a report from the appropriate Provincial or Federal government authority</p>	<p>Please refer to the discussion section of the staff report for comments on the effects of the marina on the marine environment.</p>
<p>(h) the provision of sewage pump-out facilities for marine craft</p>	<p>A sewage pump-out facility will be provided on-site and is included as part of the draft development agreement.</p>
<p>(i) that provisions for storage of marine craft require all masts and rigging be removed</p>	<p>The draft development agreement stipulates that only sailing dinghies and tenders will be allowed to be stored on the property. In addition, the development agreement further stipulates that all masts and rigging must be removed from sailing dinghies and tenders stored on the property during the time period of November 1st to March 31st inclusive.</p>
<p>(j) the appearance of all buildings and structures related to the use and their relation to nearby uses</p>	<p>The marina building will be limited to a maximum of 30 feet in height and a footprint of 1500 square feet, and shall be designed to fit in with the overall theme of the development.</p>
<p>(k) the requirement for any applicable provincial approvals</p>	<p>Prior to receiving development or building permits, the developer will be required to submit a number of approvals from external agencies to the Development Officer. Details of the required approvals can be found in the draft development agreement.</p>

(l) hours of operation relating to retail and entertainment uses	Hours of operation are defined by the draft agreement in Section 2.8.16 with respect to the services provided by the marina. Enforcement of these hours upon individual boat owners is a responsibility of the developer as operator of the marina facility.
(m) the provisions of Policy IM-9	Please refer to Attachment C.

Attachment C - Review of Policy IM-9

IM-9 In considering development agreements and amendments to the land use by-law, in addition to all other criteria as set out in various policies of this strategy, Council shall have appropriate regard to the following matters:

Policy criteria	Staff comments
(a) that the proposal is in conformity with the intent of this strategy and with the requirements of all other municipal by-laws and regulations	It is the opinion of staff that a marina and a 17-unit multiple dwelling development at this location could be developed in accordance with the general intent of the Municipal Planning Strategy.
(b) that the proposal is not premature or inappropriate by reason of: (i) the financial capability of the Municipality to absorb any costs relating to the development; (ii) the adequacy of on-site sewerage and water services; (iii) the adequacy or proximity of school, recreation or other community facilities; (iv) the adequacy of road networks leading or adjacent to or within the development; and (v) the potential for damage to destruction of designated historic buildings and sites.	(i) The Municipality will not be absorbing any additional costs related to this development. (ii) Please refer to the discussion section of the staff report for comments on on-site sewerage and water services. (iii) The Halifax Regional School Board has determined that there is adequate capacity in local schools to service this development. (iv) The proposed development will have direct access to the St. Margarets Bay Road. (v) There are no designated historic buildings and sites in the immediate area.

<p>(c) that in development agreement controls are placed on the proposed development so as to reduce conflict with any adjacent or nearby land uses by reason of:</p> <ul style="list-style-type: none">(i) type of use;(ii) height, bulk and lot coverage of any proposed building;(iii) traffic generation, access to and egress from the site, and parking;(iv) open storage;(v) signs; and(vi) any other relevant matter of planning concern.	<ul style="list-style-type: none">(i) Section 2.1 of the draft development agreement lists the land uses that will be permitted on the site.(ii) Please refer to Attachments A and B.(iii) Please refer to the discussion section of the staff report for comments on parking, access and traffic.(iv) Section 2.7 of the draft development agreement lists the controls to be placed on the outdoor storage of boats, boat trailers and source separated recyclables, organics and refuse.(v) Section 2.9 of the draft development agreement spells out controls on the type, number, location, and surface area of signs to be allowed on the site.(vi) Any lights used for illumination on the site shall be generally located and arranged so as to divert light away from adjacent properties and minimize reflection over the water, with the exception of lighting requirements by any federal or provincial agency.
<p>(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</p>	<p>With respect to the suitability of the site, the development agreement recognizes the presence of a Nova Scotia Department of Environment and Labour designated watercourse on the site. The watercourse bisects the property as illustrated on the site plan (Schedule "B" of draft DA). The draft development agreement specifies minimum setbacks from the watercourse.</p>
<p>(e) any other relevant matter of planning concern.</p>	<p>No additional matter of a planning concern has been identified.</p>

Attachment D

THIS AGREEMENT made this day of , 2005

BETWEEN:

DESTINY DEVELOPMENTS INC.,
(hereinafter called the "Developer")

OF THE FIRST PART

-and-

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

OF THE SECOND PART

WHEREAS the Developer is the registered owner of certain lands located at 7990 St. Margarets Bay Road, Ingramport (PID # 40731606), being Lot 1H 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 seventeen (17) dwelling units, a marina, and private open space on the Lands pursuant to the provisions of the Municipal Government Act and the Municipal Planning Strategy and Land Use By-law for Planning Districts 1&3 (St. Margarets Bay);

AND WHEREAS the Western Region Community Council approved this request at a meeting held on , 2005 and referenced as Municipal Case Number 00640 and at the same meeting, approved the request for the discharge of the existing Development Agreement on the Lands DA-1&3-05-91-01 (filed in the Registry of Deeds in Book No. 5158, Pages 313-321) and Amending Agreement DA-1&3-12-95-01-A1 (filed in the Registry of Deeds in Book No. 5787, Pages 207-213), said discharges to take effect upon the registration of this Agreement;

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

Except as otherwise provided for herein, the development and use of the Lands shall comply with the requirements of the Land Use By-law for Planning Districts 1&3, as may be amended from time to time.

1.3 Applicability of Subdivision By-law

Except as otherwise provided for herein, the subdivision of the Lands shall comply with the requirements of the Subdivision By-law for Halifax County, as may be amended from time to time.

1.4 Applicability of Other By-laws, Statutes and Regulations

Pursuant to Sections 1.2 and 1.3, 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 Province of Nova Scotia or the Government of Canada, and the Developer or lot owner agrees to observe and comply with all such laws, by-laws and regulations in connection with the development and use of the Lands.

1.5 Conflict

Where the provisions of this Agreement conflict with those for 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.

1.6 Costs, Expenses, Liabilities and Obligations

The Developer and each lot owner 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 regulations, by-laws or codes applicable to any lands owned by the Developer or lot owner.

1.7 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.

1.8 Definition

Height means the vertical distance of a building between the average established grade and the highest point of the roof surface.

PART 2: USE OF LANDS AND DEVELOPMENT PROVISIONS

2.1 Land Use:

2.1.1 The Developer shall not develop or use the Lands for any purpose other than a maximum of seventeen (17) multiple dwelling units; a marina which includes a marina building, a breakwater, finger piers, a 31 slip docking facility and a boat launch; an accessory building; and private recreational open space including a swimming pool, a pool hut and 2 gazebos.

2.1.2 The Developer shall construct on the Lands buildings which, in the opinion of the Development Officer, are substantively in conformance with plans filed in the Halifax Regional Municipality Planning and Development Services Department as Case 00640 and attached as the following schedules to this Agreement.

Schedule 'A' Legal Description of the Lands

Schedule 'B' Site Plan (0064000018)

Schedule 'C' Elevations of Mahone Bay Building (0064000017)

Schedule 'D' Typical Cross Section of a Dwelling unit (0064000016)

Schedule 'E' Typical Basement Floor Plan of a Dwelling unit (0064000012)

Schedule 'F' Typical First Floor Plan of a Dwelling unit (0064000013)

Schedule 'G' Typical Second Floor Plan of a Dwelling unit (0064000014)

2.1.3 Notwithstanding Sections 2.1.1 and 2.1.2, the marina component of this Development Agreement (marina building, breakwater, finger piers, 31 slip docking facility, boat launch, and associated parking provision) is deemed optional. Therefore, in the event that the Developer is unwilling or unable to proceed with the marina component, an application for Building and Development Permits for the balance of the permitted land uses shall be allowed.

2.1.4 Prior to the issuance of occupancy permits, the Developer shall apply for and obtain a demolition permit and shall proceed with the removal of all buildings in existence at the coming into force of this agreement (single unit dwelling, accessory building and storage shed).

2.2 Design Guidelines:

Dwelling units

2.2.1 The architectural design of each cluster of dwelling units shall reflect building forms typical of a Nova Scotia coastal community. This shall be achieved by incorporating the architectural influence of selected communities through their form, size, details (baseboards, corner boards, window trim, support brackets and ornamentation) and materials (clap board, shingles and other natural sidings and coverings) into the design of any buildings permitted on the Property.

- 2.2.2 The residential buildings shall be clad in clap board, shingles or other natural sidings or coverings, or equivalent, at the discretion of the Development Officer. The buildings shall not be clad in vinyl siding.
- 2.2.3 Colours shall be heritage colours in keeping with the style and details of the period facades. The colour palette shall include various soft or dark shades of red, green, blue, and brick (red/brown), various light shades of yellow, blue, indigo, and green and neutral colours in various shades of white, brown, tan, and grey.
- 2.2.4 All doors shall be coloured as described in Section 2.2.3.
- 2.2.5 The windows shall be single hung, double hung, or casement constructed of a material of the Developer's choice.
- 2.2.6 Each dwelling unit may have one chimney constructed of stone or brick.
- 2.2.7 All decks shall be constructed of wood on a treated sub-structure and painted or stained with a non-toxic wood preservative. The decks shall neither extend through the view plane of the Bay from the neighbouring unit, nor obstruct the walking trails on the site.
- 2.2.8 The size of each dwelling unit may vary provided that the number of bedrooms in each unit does not exceed a maximum of three and that the footprint for each unit shall not exceed 1650 square feet.
- 2.2.9 There shall be no front loading automobile garages on the site. Side or rear loading attached garages may be permitted. Side or rear loading garages shall be included as part of the footprint, as described in Section 2.2.8. In addition, a continuous horizontal roof line, as shown in Schedules 'C' and 'D', shall be maintained.
- 2.2.10 The residential buildings shall not exceed a height of 35 feet.
- 2.2.11 The site plan may be altered to allow a maximum of seventeen units with a maximum of four units in each block of townhouses and a maximum of six blocks. The units shall be in blocks of two, three or four. The attached site plan is an example of how this layout may look, however, variations as described in this section are permitted.
- 2.2.12 There shall be a minimum of 16 feet separation between all residential buildings.
- 2.2.13 The dwelling units shall be constructed with low flow fixtures throughout, including but not limited to low flow shower heads, low flow faucet aerators and ultra low flow insulated toilets in order to offset some of the on-site water use and such low fixtures shall be maintained in the dwelling units.

Accessory Building

2.2.14 One accessory building is permitted on the site and shall not exceed 750 square feet in area and 15 feet in height.

2.2.15 There shall be no storage of boats in the accessory building.

2.2.16 The accessory building shall be clad in clap board, shingles or other natural sidings or coverings, or equivalent, at the discretion of the Development Officer, and painted in a colour complimentary to the dwelling units. The accessory building shall not be clad in vinyl siding.

2.3 Private Recreational Open Space

2.3.1 One in ground swimming pool may be located on the site as shown on Schedule 'B'. The pool shall have a maximum dimension of 6m by 9m. The pool shall meet the requirements of the HRM Swimming Pool By-law.

2.3.2 The area surrounding the pool shall be substantively landscaped with shrubs and flowers. A patio shall be constructed around the pool within the fenced area and shall be constructed of hard surfaced materials.

2.3.3 One pool hut may be constructed adjacent to the pool to permit the storage of the pumps and mechanical tools associated with the upkeep and maintenance of the pool. Two changing rooms and washrooms with showering facilities may be permitted in the pool hut. The pool hut shall not exceed 750 square feet in area and 15 feet in height.

2.3.4 Two gazebos shall be located on the property within the open space area as generally illustrated on Schedule 'B'. Each gazebo shall not exceed 350 square feet in area and 15 feet in height. The gazebos may be located within the 25 foot setback of the watercourse and ocean, but not closer than eight feet to either body of water.

2.4 Access and Parking

2.4.1 The Developer agrees to provide vehicular access to the site as illustrated on Schedule 'B'. The access shall be approved by the Nova Scotia Department of Transportation and Public Works, and a copy of such approval shall be submitted to the Development Officer prior to the issuance of any Development and Building Permits. Changes to the location of the access, as necessitated by the requirements of the Nova Scotia Department of Transportation and Public Works, may be approved by the Development Officer.

- 2.4.2 The Developer agrees to provide a detailed Site Plan illustrating the parking areas and detailed drainage design to the Nova Scotia Department of Transportation and Public Works in conjunction with Development and Building Permits prior to construction.
- 2.4.3 The Developer shall construct and maintain in good repair the parking areas necessary to service the development. Each dwelling unit shall be provided with its own private driveway capable of fitting a maximum of two (2) private vehicles. The marina component of the project shall be serviced by 29 parking spaces distributed throughout the site in five (5) clusters. The clusters shall have no more than seven (7) parking spaces grouped together and there shall be a minimum of 20 feet between each group, excluding private driveways. The attached Site Plan (Schedule 'B') is an example of how this layout may look, however, variations as described in this section are permitted at the discretion of the Development Officer.
- 2.4.4 The dimensions of the 29 parking spaces serving the marina shall comply with the requirements of the Land Use By-law.
- 2.4.5 All parking areas, private driveways and driving aisles shall be surfaced with gravel or asphalt.
- 2.4.6 Changes to the location of private driveways (serving the individual dwelling units) may be permitted by the development officer in the case of end units having a side-loading garage.
- 2.4.7 The driving aisles shall be a minimum dimension of 20 feet.
- 2.4.8 Any lights used for the illumination of the parking areas shall be generally located and arranged so as to divert light away from adjacent properties and minimize reflection over the water.

2.5 Landscaping

- 2.5.1 A detailed Landscape Plan prepared by a Landscape Architect (that is a full member, in good standing, of the Atlantic Provinces Association of Landscape Architects) shall be submitted with the application for Building and Development Permits. The detailed Landscape Plan shall include, as a minimum, all trees to be preserved, plantings as identified in this agreement and shall identify measures to provide a buffer and/or screening between the development and adjacent residential properties, as well as for aesthetic enhancement.
- 2.5.2 Specific landscaping measures shall be provided as follows:

- (a) All proposed retaining walls shall be constructed of a decorative precast concrete retaining wall system, boulders, or equivalent;

- (b) The Landscape Plan shall include planting details for trees and shrubs;
- (c) All soft landscape areas to be sodded shall use sod which conforms to the Canadian Nursery Sod Growers' Specifications;
- (d) All plant material shall conform to the Canadian Nursery Trades Association Metric Guide Specifications and Standards; and
- (e) A minimum of 30% of the trees planted on the site shall be of a coniferous variety.

2.5.3 Construction Details or Manufacturer's Specifications for all constructed landscaping features, such as retaining walls, exterior waste management facilities, etc, shall be provided to the Development Officer with the application for Building and Development Permits. The details and specifications shall describe their design, construction, and materials. The placement of features and hard surface materials shall enhance the design of the buildings.

2.5.4 Overall, a minimum of fifty (50) percent of the site shall be used for open space and landscaped areas. This may consist of grassed areas, pathways, treed spaces and all other unpaved, unbuilt surfaces.

2.5.5 A minimum of ten, 60 mm caliper (2.4 inch diameter) suitable salt-tolerant coniferous trees shall be located within the 25 foot setback of the northern property line to act as a buffer between the development and the adjacent single unit dwelling. A minimum of five 60 mm caliper (2.4 inch diameter) suitable salt-tolerant coniferous trees shall be located within the 50 foot setback of the southern property line to act as a buffer between the development and the adjacent single unit dwelling.

2.5.6 A Landscape Plan shall be submitted, as part of the Development and Building Permits application, to the Development Officer. Where there is a dispute between the Developer and Development Officer, the matter shall be forwarded to Western Region Community Council for final determination.

2.6 Tree Preservation

2.6.1 Every effort shall be made to ensure the preservation of the existing living trees, three inches or greater in diameter, designated on the Landscape Plan to be preserved on the Lands. Tree removal will be allowed for the construction of the dwelling units, marina, pool, parking areas, septic treatment plant and other buildings, and any uses accessory to the foregoing. The Landscape Plan required in Section 2.5.1 shall identify the limits of disturbance, the location of hoarding fences and any stockpile locations.

2.6.2 Proper arboricultural practices shall be undertaken and shall include such activities as the erection of tree protective hoarding fences located as close to the dripline of the trees to be preserved (adjacent to the construction access and construction zone) as possible for the duration of construction and the pruning of any damaged limbs or

roots. No stockpiling of soil or materials within the hoarded areas, or excavation/soil disturbance within ten feet to the trunk of any tree to be preserved will be allowed.

2.6.3 Notwithstanding sections 2.6.1 and 2.6.2 of this Agreement, where a Certified Arborist, Landscape Architect, Landscape Technologist, Urban Forester or other person with an equivalent degree or diploma engaged by the property owner certifies in writing that a tree poses a danger to people or property or is in severe decline, the Development Officer may permit the tree to be removed.

2.6.4 Any trees to be preserved that are damaged or improperly removed should be replaced, two new trees for each damaged tree, with trees of the same type and with minimum sizes of 60 mm (2.4 inch diameter) caliper for deciduous trees and a height of 5 feet for coniferous trees.

2.7 Open Storage

Waste Management

2.7.1 The development shall include a minimum of three designated spaces, with one adjacent to the marina facility, for storage and collection of source separated recyclables, organics, and refuse. These designated spaces shall be approved by the Development Officer in consultation with the Building Inspector and HRM Solid Waste Resources.

2.7.2 Each designated space shall be a minimum of 100 square feet and a maximum of 150 square feet with neither the length nor width being less than 8 feet. The space shall be enclosed by a combination of an opaque fence, soft landscaping including trees and shrubs, and natural topography. There shall be a maximum of four such designated spaces on the site.

2.7.3 Each designated space shall:

- (a) Be accessible and convenient for tenants and waste haulers;
- (b) Contain separate bins clearly identified to accept cardboard/paper, other recyclables, organics, and refuse; and,
- (c) Be clearly identified by signage .

2.7.4 Private collection shall be required from the marina and condominium development.

Boat Storage

2.7.5 There shall be no permanent outdoor storage of boats on the Lands, with the exception of sailing dinghies and tenders.

2.7.6 The Developer agrees that no sailing dinghies and tenders shall be stored on the Lands during the period between November 1st and March 31st of every year, unless all masts and rigging have been removed from the crafts.

2.7.7 Boat trailers in excess of 20 feet shall not be stored on the property.

2.8 Marina

2.8.1 The marina shall be located as shown on Schedule 'B'.

2.8.2 The marina shall be accessed via the common driving aisle and located as shown on Schedule 'B'.

2.8.3 Any lights used for the illumination of the marina shall be generally located and arranged so as to divert light away from adjacent properties and minimize reflection over the water, with the exception of lighting requirements by any federal or provincial agency.

2.8.4 The Developer agrees that approvals shall be received by the Development Officer and the appropriate federal and/or provincial agencies and departments prior to constructing the marina or any components thereof.

2.8.5 There shall be no refuelling facilities on the site.

2.8.6 The Developer agrees to provide a sewage pump out facility for all vessels using the marina, and to design the sewage treatment plant with sufficient capacity to accommodate sewage from the pump out facility.

Marina Building

2.8.7 A building, herein referred to as the marina building, may be located as illustrated on Schedule 'B'. This building may be within the 25-foot setback of the ocean, but shall maintain a 25-foot setback from all other watercourses on the site.

2.8.8 The marina building shall not exceed 1500 square feet in footprint and 30 feet in height.

2.8.9 The following uses shall be permitted in the marina building: a marina security office, a gathering/common room for the condominium corporation and/or marina, a kitchen, a storage area, a mechanical room, washrooms, and any other uses accessory to the marina. There shall be no habitable rooms in the marina building.

2.8.10 The marina building may be used for the hosting of special events organized either directly by the membership of the marina or by outside groups. These events may include regattas, wedding receptions, wedding anniversaries, community meetings, conferences and other similar type events.

2.8.11 The marina building shall have architectural features that fit in with the overall theme of the project including: trim around windows and doors, exterior cladding to be

made of natural materials, and colours from the same colour palette as the residential buildings.

- 2.8.12 The marina building shall be constructed with low flow fixtures throughout, including but not limited to low flow shower heads, low flow faucet aerators and ultra low flow insulated toilets in order to offset some of the on-site water use and such low fixtures shall be maintained in the building.

Breakwater, Piers, Slips and Boat Launch

- 2.8.13 The breakwater shall be constructed as per Department of Fisheries and Oceans and Transport Canada requirements.

- 2.8.14 The docking facilities shall be constructed as per federal and provincial requirements.

- 2.8.15 No more than 25 slips shall be provided for non-resident boaters.

Hours of Operation

- 2.8.16 The Developer agrees that the marina facilities shall be subject to the following daily hours of operation:
- (a) Boat launch use from 8:00 am to 8:00 pm;
 - (b) Special events within the marina building from 8:00 am to 2 am; and
 - (c) Special events outside of the marina building from 8:00 am to 10:00 pm.

2.9 Signage

Only those signs permitted by Section 5.4 of the Planning Districts 1&3 Land Use By-law shall be permitted except for:

- (a) Two single sided signs, not exceeding thirty two square feet in area, containing the name of the project and/or operator located at or near the driveway entrances as illustrated on Schedule 'B'; and,
- (b) An identification sign illustrating the civic number and name of the cluster, for example 'Mahone Bay Haven', with each sign having a maximum area of 12 square feet, constructed of natural materials and located in front of each cluster of dwelling units.

2.10 Well

The Developer shall obtain provincial approval for any existing or new potable water supply prior to the issuance of Development and Building Permits.

2.11 Private Sewage Treatment Plant

- 2.11.1 The Developer shall obtain provincial approval for the private sewage treatment plant (STP) prior to the issuance of Development and Building Permits.
- 2.11.2 The Developer shall be responsible for the operation, maintenance, and monitoring of the private sewage treatment plant (STP) as per the provincial regulations until the formation and registration of a Condominium Corporation for the Lands. Once a Condominium Corporation has been legally established for the Lands, the Developer shall transfer its responsibility over the operation, maintenance, and monitoring of the STP to the Condominium Corporation.
- 2.11.3 Any lights used for the illumination of the private sewage treatment plant shall be generally located and arranged so as to divert light away from adjacent properties and minimize reflection over the water.

2.12 Watercourses

- 2.12.1 There shall be a 25-foot building setback from all watercourses on the site.
- 2.12.2 There shall be a 25-foot building setback from the ocean, with the exception of the marina building.
- 2.12.3 The Developer shall maintain a 25 foot building setback from all above ground, exposed portions of the watercourse running through the middle of the site. Should the Developer choose to open the watercourse where it is shown piped on Schedule 'B', prior to construction of the adjacent buildings, a 25-foot setback shall be maintained from all portions of the watercourse. At the discretion of the Development Officer, the site plan may be altered to provide for the additional setback. Should the Developer choose to open the watercourse where it is shown piped on Schedule 'B', following construction, the minimum setback from adjacent buildings shall be ten feet. Prior to altering the watercourse, the Developer shall obtain approvals from the Nova Scotia Department of Environment and Labour and any other provincial or federal agencies.
- 2.12.4 The Developer shall be permitted to construct dwelling units within the five (5) metre elevation contour above the ordinary high water mark, without having to undertake a coastal hazard study.

2.13 Maintenance

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 all buildings, parking areas and driveways, and the maintenance of all landscaping, trimming and litter control, and snow removal/sanding of walkways, driveways, and parking areas.

2.14 Environmental Protection

- 2.14.1 The Developer agrees to have prepared by a Professional Engineer and submitted to the Municipality a design for a Stormwater Management System for the Lands, acceptable to the Development Engineer.
- 2.14.2 The Developer agrees to have prepared by a Professional Engineer and submitted to the Municipality for review by the Development Engineer, and the Nova Scotia Department of Environment and Labour (if applicable) an Erosion and Sedimentation Control Plan for the Lands. The plan shall comply with the Erosion and Sedimentation Control Handbook for Construction Sites, as prepared and revised from time to time by the Nova Scotia Department of Environment and Labour. Specifically, this plan shall be used during active construction of the development with an emphasis on minimizing the amount of soil disturbed and the duration of exposed soil and shall be approved by the Development Officer prior to final design approval.
- 2.14.3 All earthworks and construction on the Lands shall comply with the requirements of the Stormwater Management Plan and the Erosion and Sedimentation Control Plan.
- 2.14.4 The Developer agrees to observe and comply with all HRM By-laws, and further, agrees not to commence any disturbance or removal of topsoil, excavation, grading or other site work on the Lands until a Top Soil Removal Permit has been issued by the Development Engineer.

2.15 Required Approvals

- 2.15.1 Prior to the issuance of Building and Development Permits for any of the components of this Development Agreement, the following shall be submitted by the Developer to the Development Officer:
- (a) Nova Scotia Department of Environment and Labour approval of a new site sewage disposal system;
 - (b) Nova Scotia Department of Environment and Labour approval of the existing or any new potable water supply as a Public Drinking Water Supply; and
 - (c) Nova Scotia Department of Transportation and Public Works approval of the existing or any new vehicular access from St. Margarets Bay Road.
- 2.15.2 In addition to the approvals required in Section 2.15.1, the Developer will be required to submit the following documentation to the Development Officer, in order to obtain Building and Development Permits for the marina component of this Development Agreement (marina building, breakwater, piers, slips, boat launch, and 29 parking spaces reserved for the marina):
- (a) Fisheries and Oceans Canada authorization under the Fisheries Act;
 - (b) Transport Canada authorization under the Navigable Waters Protection Act (NWPA);
- and

- (c) Confirmation of a lease agreement between the Province of Nova Scotia and Destiny Developments for the water lot identified by PID 40735102.

PART 3: AMENDMENTS

3.1 Non Substantive Amendments

The provisions of this Agreement relating to the following matters are identified as and shall be deemed non substantive and may be amended by resolution of Western Region Community Council:

- (a) The number of slips permitted to be leased to non-residents; and
- (b) The number of parking spaces (spaces may be increased with an increase in the number of berths permitted to be leased to non-residents at a ratio of 1:1).

3.2 Substantive Amendments

Amendments to any matters not identified under Section 3.1 shall be deemed substantive and may only be amended in accordance with the approval requirements of the Municipal Government Act.

PART 4: REGISTRATION, EFFECT OF CONVEYANCES AND DISCHARGE

4.1 Registration

A copy of this Agreement and every amendment and discharge of this Agreement shall be recorded at the office of the Registry of Deeds at Halifax, Nova Scotia and the Developer shall pay or reimburse the Municipality for the registration cost incurred in recording such documents.

4.2 Subsequent Owners

This Agreement shall be binding upon the parties thereto, their heirs, successors, assigns, mortgagees, lessees and all subsequent owners, and shall run with the land which is the subject of this Agreement until this Agreement is discharged by the Council.

4.3 Commencement of Development

In the event that construction of the project has not commenced within two years from the date of registration of this Agreement at the Registry of Deeds, as indicated herein, the Municipality may, by resolution of Council, either discharge this Agreement whereupon this Agreement shall have no further force or effect, or upon the written request of the Developer, grant an extension to the date of commencement of construction. For the purposes of this section, "commencement of construction" shall mean completion of the footings for the first residential building.

4.4 Completion of Development

Upon the completion of the development or portions thereof, or within seven (7) years from the date of registry of this Agreement with the Registry of Deeds, whichever time period is less, 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 on the condition that for those portions of the development that are deemed complete by Council, the Developer's rights hereunder are preserved and the Council shall apply appropriate zoning pursuant to the Municipal Planning Strategy and Land Use By-law as may be amended.

PART 5: ENFORCEMENT AND RIGHTS AND REMEDIES ON DEFAULT

5.1 Access

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 one day of receiving such a request.

5.2 Failure or Default

If the Developer fails to observe or perform any covenant or condition of this Agreement after the Municipality has given the Developer thirty (30) days written notice of the failure or default, except that such notice is waived in matters concerning environmental protection and mitigation, then in each such case:

- (a) The Municipality shall be entitled to apply to any court of competent jurisdiction for injunctive relief including an order prohibiting the Developer from continuing such default and the Developer hereby submits to the jurisdiction of such Court and waives any defence based upon the allegation that damages would be an adequate remedy;
- (b) The Municipality may enter onto the 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 Development 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; and/or

(d) In addition to the above remedies, the Municipality reserves the right to pursue any other remediation under the Municipal Government Act or Common Law in order to ensure compliance with this Agreement.

IN WITNESS WHEREOF the parties hereto have properly executed this Agreement as of the day and year first above written:

SIGNED, SEALED AND DELIVERED

) DESTINY DEVELOPMENTS INC.

)

) per: _____

)

) per: _____

)

) HALIFAX REGIONAL

) MUNICIPALITY

)

) per: _____

) Mayor

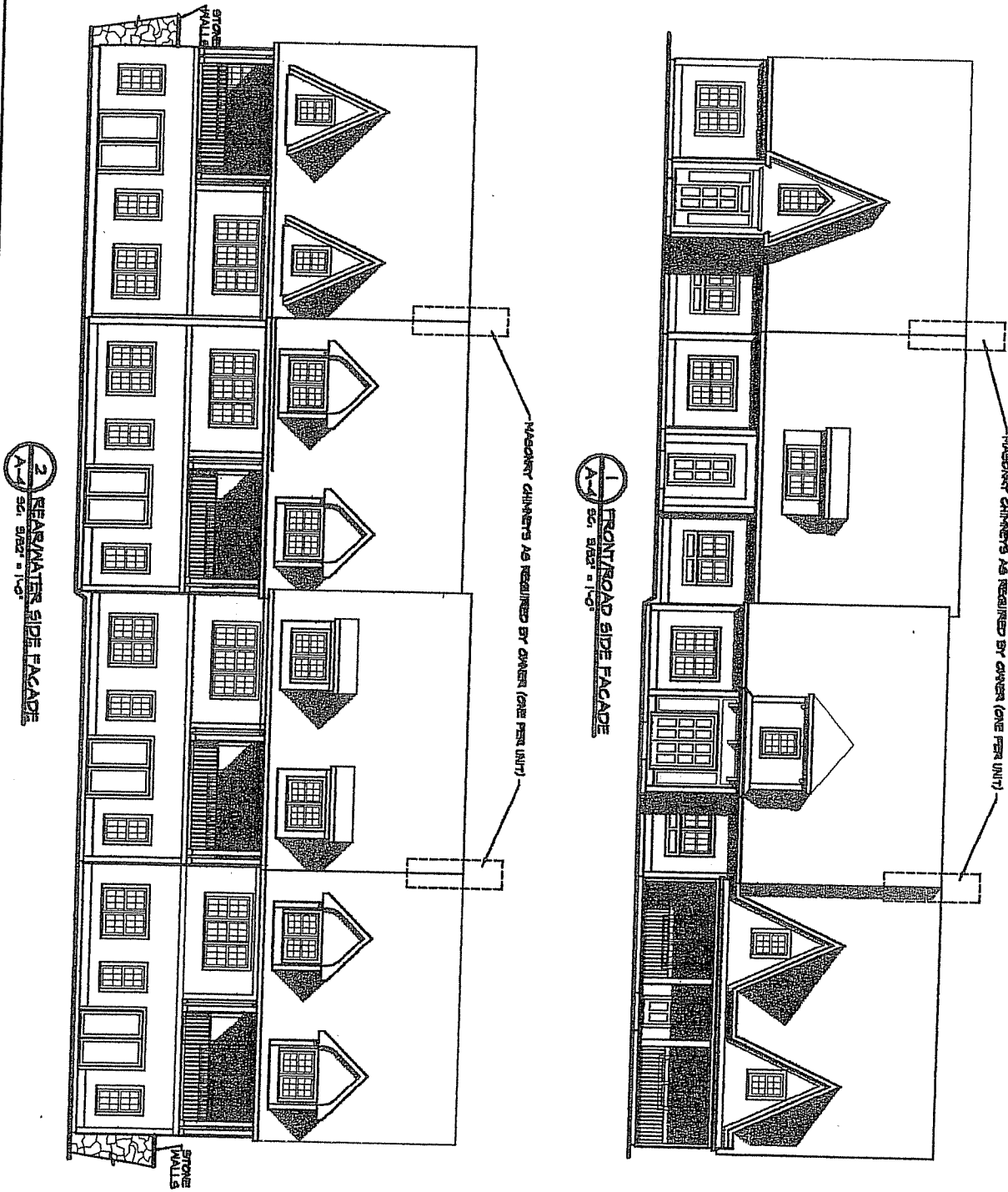
)

) per: _____

) Municipal Clerk

2

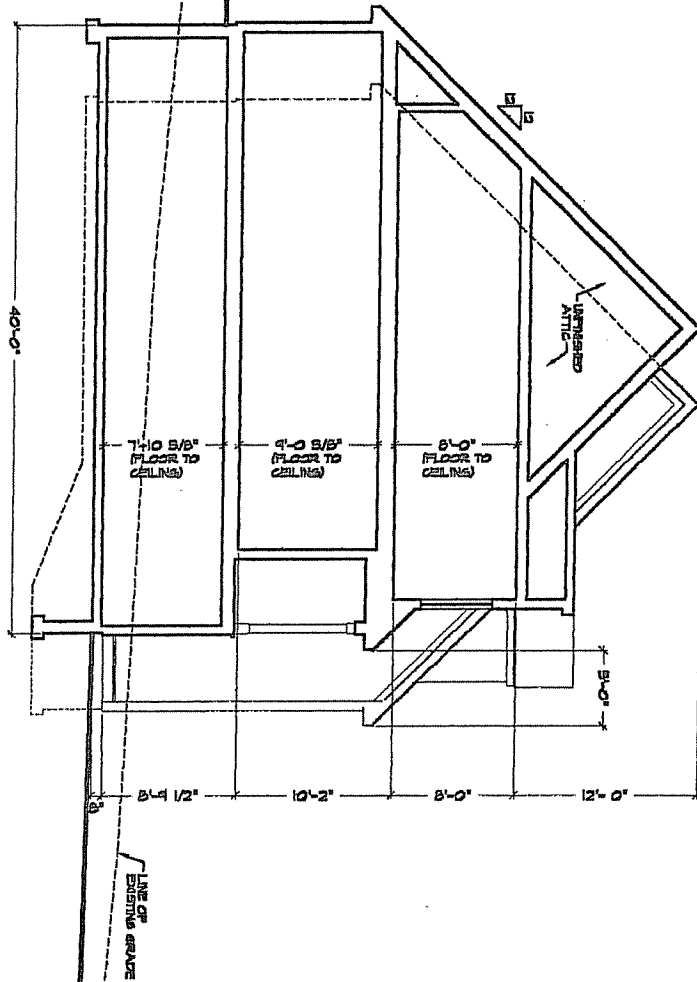
Schedule C




0064000017

<p>Drawing No: A-4</p>	<p>Robert J. Flinn Design Group Ltd. architects and engineers P.O. Box 508 1000 N. 1st St. Ft. Mill, SC 29504 Tel: (803) 275-4554 Fax: (803) 275-2255</p>	<p>Client: DESTINY DEVELOPMENTS</p>
<p>Project No: 0302</p>	<p>Sheet: FRONT AND REAR FACADE</p>	<p>Project: PROPOSED CONDOMINIUMS LOT 1H, 7990 ST. MARGARET'S BAY RD., INGRAMPORT, NC</p> <p>Scale: 2/32" = 1'-0"</p> <p>Issued: JULY 19, 2004</p> <p>Plotted: JULY 29, 2004</p>

Schedule D

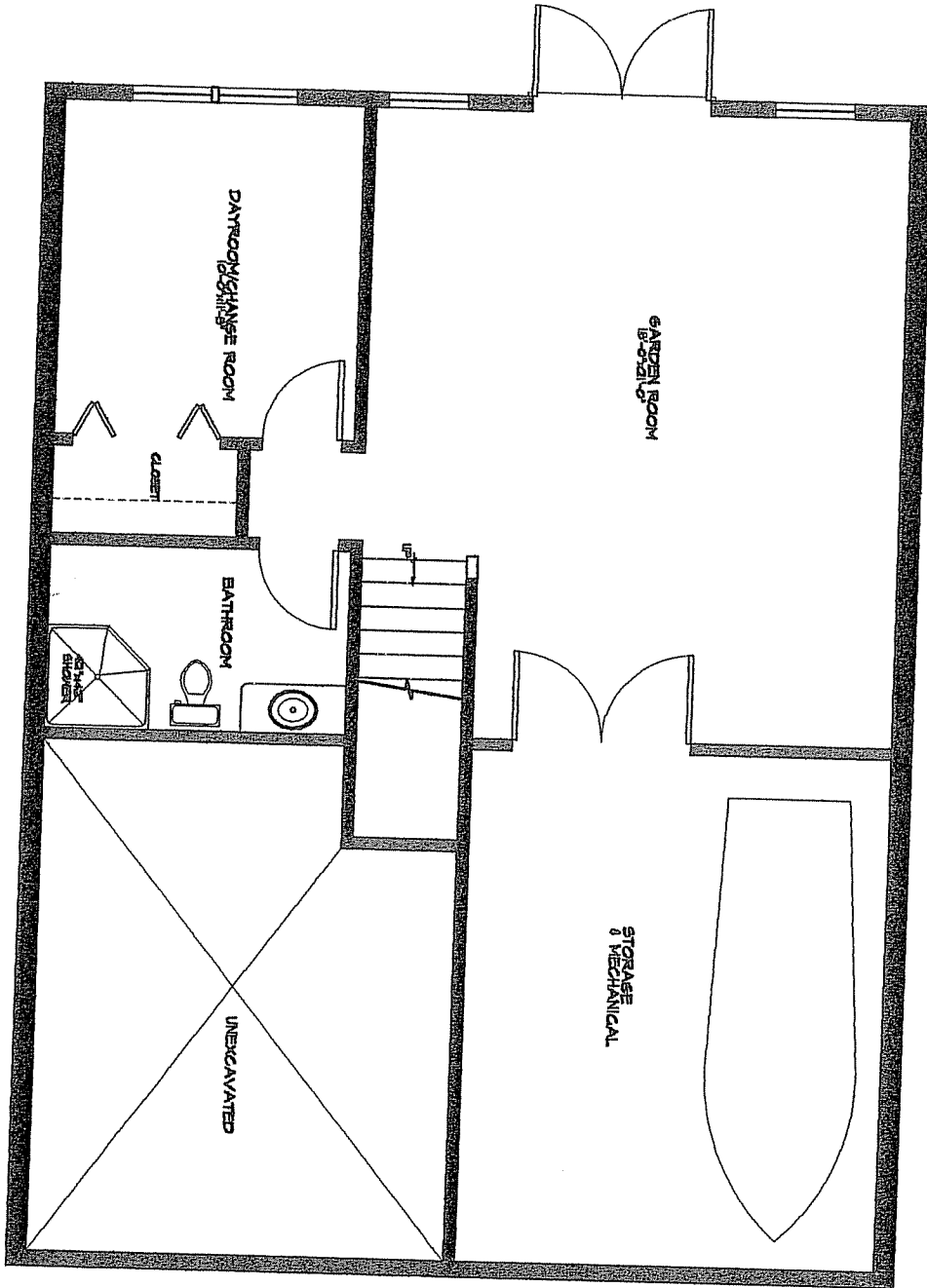


0064000016


<p>Drawing No: A-5</p>	 <p>Robert J. Flinn Design Group Ltd. architects and engineers P.O. Box 545 Charlottesville, VA 22902 Tel: (800) 275-4334 Fax: (802) 275-2866</p>	<p>Client: DESTINY DEVELOPMENTS</p>	
<p>Project No: 0302</p>	<p>Sheet: TYP. SECTION</p>	<p>Project: PROPOSED CONDOMINIUMS LOT 1H, 7490 ST. MARGARET'S BAY RD., INGRAMPTON, NC</p>	<p>Scale: 1/8"=1'-0"</p> <p>Issued: Flashed: JUNE 15, 2004</p>

Schedule E

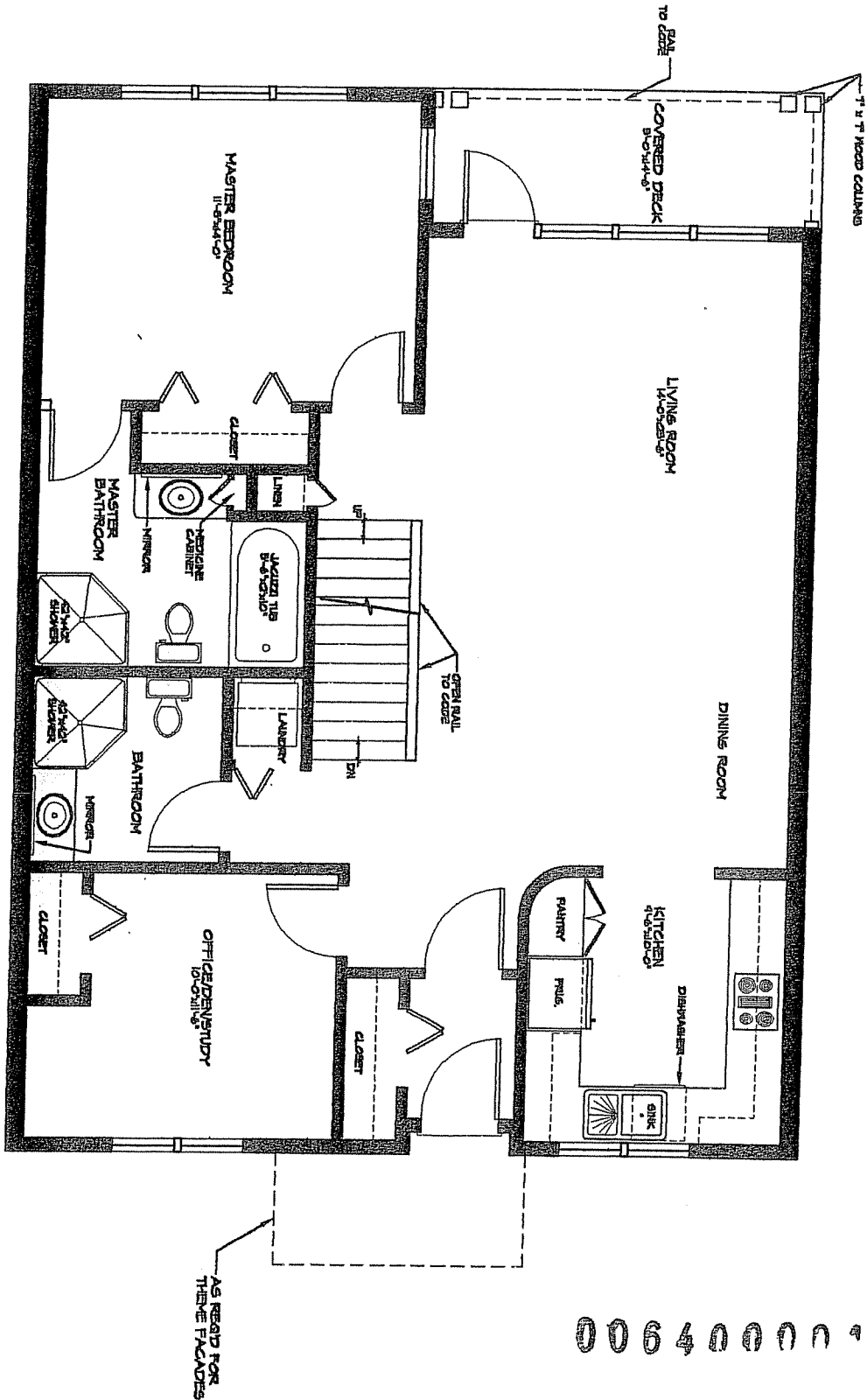
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
0064000012

<p>Drawing No: A-1</p>	<p> Robert J. Flinn Design Group Ltd. architects and engineers P.O. Box 154 1545 Highway 101 Ft. St. John, AB T8J 2K6 Fax: (403) 279 2888</p>	<p>Client: DESTINY DEVELOPMENTS</p>	
<p>Project No: 0302</p>	<p>Sheet: BASEMENT FLOOR PLAN - CONCEPT A</p>	<p>Project: PROPOSED CONDOMINIUMS LOT 14, 7990 ST. MARGARET'S BAY RD., INGRAMPTON, NS</p> <p>Scale: 1/4"=1'-0"</p>	<p>Issued: Plotted: JUNE 14, 2004</p>

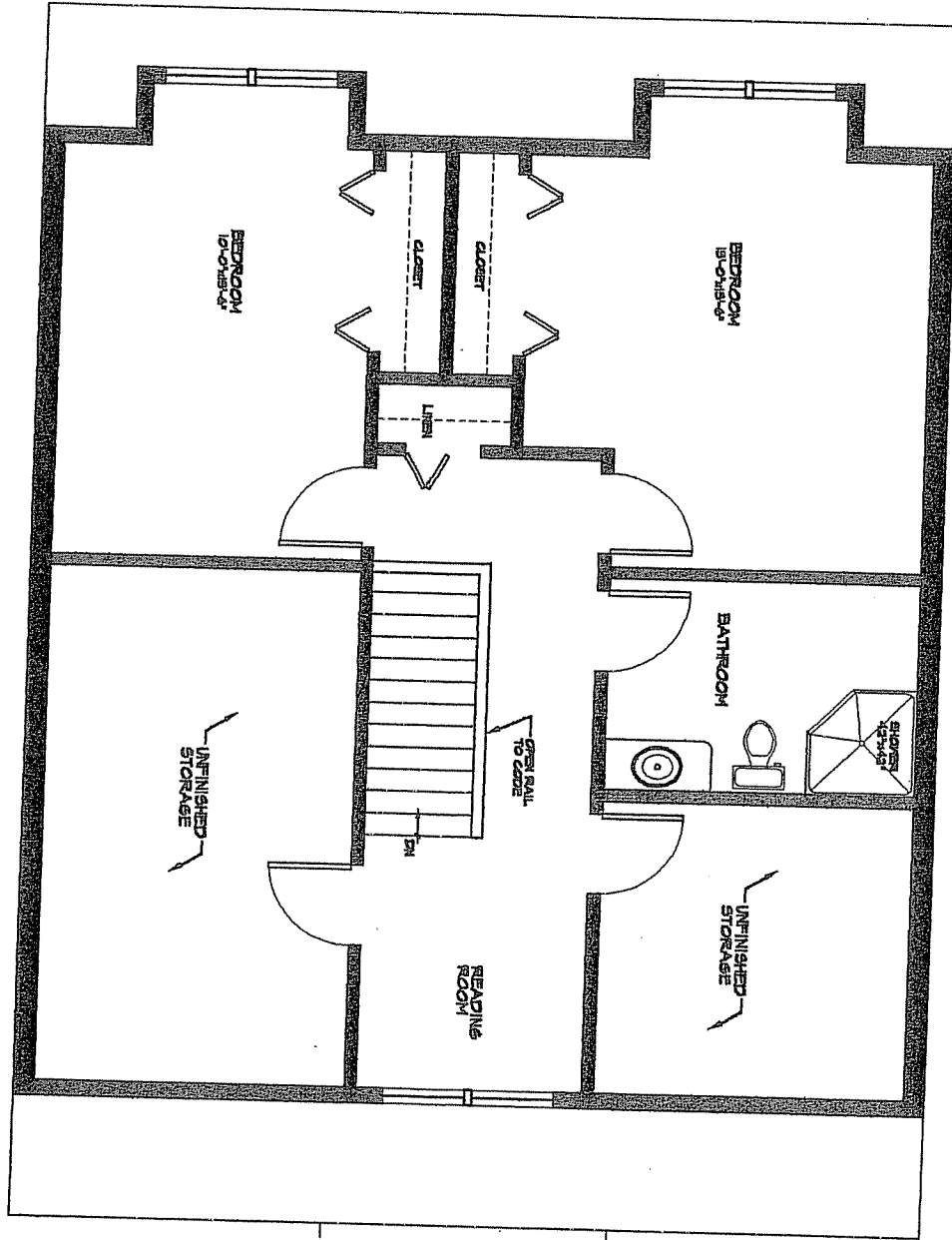
Schedule F




0064000013

<p>Drawing No: A-2</p>	<p> Robert J. Flinn Design Group Ltd. architects and engineers P.O. Box 544 1000 St. Margarets Bay Rd. St. Margarets Bay, NS B0B 2S6 (902) 276-2886</p>	<p>Client: DESTINY DEVELOPMENTS</p>	
<p>Project No: 0302</p>	<p>Sheet: GROUND FLOOR PLAN - CONCEPT A</p>	<p>Project: PROPOSED CONDOMINIUMS LOT 1H, 7490 ST. MARGARET'S BAY RD., INSRAMPORT, NS</p> <p>Scale: 1/4" = 1'-0"</p>	<p>Issued: Plotted: JUNE 14, 2004</p>

Schedule G



0064000014

<p>Drawing No. A-3</p>	<p> Robert J. Flinn Design Group Ltd. architects and engineers P.O. Box 545 1000 St. Paul St. Ft. St. John, NS Fax (902) 275 2885</p>	<p>Client: DESTINY DEVELOPMENTS</p>	
<p>Project No. 0302</p>	<p>Sheet: SECOND FLOOR PLAN - CONCEPT A</p>	<p>Project: PROPOSED CONDOMINIUMS LOT 1H, 1990 ST. MARGARET'S BAY RD., INGRAMPT, NS</p>	<p>Scale: 1/4" = 1'-0"</p> <p>Issued: Plotted: JUNE 14, 2004</p>

Attachment E

**Public Information Meeting Minutes
Case 00640
February 26, 2004**

In attendance: Councillor Meade

Jaime Smith, Planner, Planning & Development Services
Gail Harnish, Planning & Development Services
Sarah Brockman, Planner with the Terrain Group
Greg Hammond, Destiny Developments
Tim Veinot, Engineer with the Terrain Group
Sue Belford, Jacques Whitford

Ms. Jaime Smith called the public information meeting to order at approximately 7:00 p.m. at the Black Point Fire Hall.

Ms. Smith advised we received an application from Destiny Developments. The consultant is the Terrain Group. The application is for a twenty-seven unit development at 7990 St. Margarets Bay Road in Ingramport.

Ms. Smith displayed a map, pointing out the area of notification. Because of the size of the development in the community, it was decided to go beyond the 500' notification area and people with waterfront properties were notified as well.

It was confirmed that Greg Hammond was a shareholder in Destiny Developments.

Ms. Smith indicated she would provide a brief overview of the existing development agreement. In the early 1990s, there was a development agreement and a planning process that took place for the site. The development agreement allows for a marina which includes boat docking facilities, a breakwater, a fuelling station, and boat launches. It also allows a country inn and a resort with a restaurant and four chalets.

Ms. Smith noted that nothing has been constructed on the site but the development agreement still exists until it is either discharged or a new development agreement is negotiated for the site.

It was questioned whether the existing development agreement was effected when they subdivided off the house. Ms. Smith advised there was an amendment for that to happen. It was a non-substantive amendment so they were not required to go through the public process.

An individual stated that when they applied for the development agreement in the early stages nobody was informed there was going to be a marina put in down there. They never received any notification and they are very close to the development.

Ms. Smith indicated one of the reasons we are here is to talk about the planning process. We are at the very early stages of the development agreement which is why we feel having the public information meeting to get your input on the process and the development agreement is very important. We are also here to talk about the proposal. You may have some preconceptions about what is happening. That is why the developer and the consultant are here to talk about the proposal. We want to hear your input about the proposal that is being put forward.

Mr. Larry Redden, 6065 St. Margarets Bay Road, stated he was one of the two people who own property adjacent to this. He referenced the comment that the intent of the meeting is to talk about what is going to happen. He questioned if there is an application where there is a public appeal or if it is a done deal already.

Ms. Smith responded it is not a done deal. We get the input from you tonight because it helps us to write a recommendation based on what we receive from the public and the referral agencies.

Ms. Smith displayed a brief outline of a tentative timeline for the development agreement, noting it is generally a six to twelve month process. Depending on the type of comments and the feedback, this is what could happen. We could be looking at a public hearing in May. The Western Region Community Council meets on the last Monday of each month at the Keshen Goodman Library.

Ms. Smith displayed a flowchart of the development agreement process. We received a letter of request for a new application. The second step is for planning staff to send out this information to other agencies and departments such as the Department of the Environment, Natural Resources, Fisheries and Oceans Canada, Department of Transportation, and HRM Parkland Planning. The responses have not yet been received. We wanted to take this to the public as soon as possible so we did not want to hold back until that information was received.

Ms. Smith advised the third step is to hold the public information meeting. Following that meeting, we pull the information together and write a development agreement based on this planning process. Once that is agreed upon, it goes to Community Council and a date is set for the public hearing. We encourage you, once again, to get involved throughout the process and to come to the public hearing at the end of the process. Once that is approved or rejected, it goes through the appeal process. If it is rejected, the appeal has to be lodged with the N.S. Utility and Review Board.

It was questioned whether the minutes for the 1991 development agreement were accessible.

It was questioned whether the community was notified for the first development agreement in 1991. Ms. Smith responded that she believed so but not to the extent of this one.

An individual commented the reason they were here was because staff initially only sent out notification to twenty-one property owners.

Ms. Smith responded that was the case but noted it met the requirements.

Mr. Kevin Clarke, 7744 St. Margarets Bay Road, questioned how many people were notified in 1991. Ms. Smith responded she did not know. She pointed out there are also public hearing notices placed in the newspaper.

Mr. Clarke stated the area of notification was increased because he complained and said he would send out additional notices if HRM did not. Ms. Smith responded we encourage people to do that.

Councillor Meade indicated there was also notification of the 1991 meeting placed in the Bay News. He was councillor at the time. There was about seventy-five people in attendance. People on the other side of Boutilliers Point were concerned because of the lighting and noise. He displayed a copy of the feasibility study that was available in 1991 which cost them \$100,000. Everybody on Boutilliers Point Road was here. The developer at the time said they would put blinders on each light. The developer could not come up with the \$10,000,000 to do that proposal.

Mr. Earl Manuel, 8123 St. Margarets Bay Road, referenced the comment that the people from Boutilliers Point were here and were against the proposal.

Councillor Meade responded they were not against the proposal. They did not want all the lights and the noise. A development agreement indicates what you can and cannot do on a parcel of land.

Mr. Manuel expressed surprise that the proposal was still approved. Councillor Meade responded it was modified in response to concerns.

Ms. Smith advised that when planning staff is evaluating a new development agreement application, it is based on the criteria set out in the municipal planning strategy (MPS). The MPS for this area went through a community process in 1994/95. The applicable policies from the MPS are Policies MRR-4 and Policy IM-9 (included at the back of the handout). The MPS reflects the type of development that the community at the time felt was reasonable.

Mr. Chip Sutherland, Awalt Lane, questioned how much of the file is accessible.

Ms. Nancy Gilbert, 7596 St. Margarets Bay Road, questioned if the developer can still go back and develop the original proposal if the development agreement is not discharged. Ms. Smith responded yes.

Ms. Sarah Brockman displayed a copy of a site plan, noting the property is outlined in red. The lot is contained by some trees and the buildings are on it.

It was questioned whether it is a bay or a cove. It was responded it was a cove within a bay.

Ms. Brockman pointed out the far end of the property (southwestern edge). She pointed out the flat end of the property, the waterline, and the St. Margarets Bay Road. Their client is proposing

a high end residential multi-unit dwelling resembling a townhouse/rowhouse style. In total, there will be six buildings, five buildings each containing 5 units and one containing two units.

Ms. Brockman advised there are going to be two accesses to this property off the St. Margarets Bay Road, one at either end of the property. There is going to be a driveway connection here (pointed out on map). Each unit will have its own individual driveway. There will also be onsite parking provided for additional cars or visitor's parking.

Ms. Brockman indicated the development is going to be serviced by both water and sewer. Water will be provided by onsite drilled wells. The sewer services will be provided by a treatment system which is located over here (pointed out on map) at the furthest end of the property.

Ms. Brockman stated there are many recreational and amenity characteristics associated with this site. There is going to be thirty-one slip docking facilities for residents to use to park their boats or possibly rent them out for public use. There will be a boat launch located here for small boats and dinghies to be launched onsite. There is a walkway trail provided along the waterfront. There will be some paved areas as well as a pool. The landscaping features are going to be maintained as best as they can. They will maintain most of the existing trees and natural features.

Mr. Manuel questioned whether the driveway to the east would come out on the highway on the turn. Ms. Brockman responded it is not on the turn. It is right beside the turn along the straight strip.

Ms. Smith advised the proposed driveway entrance would have to be approved by the Department of Transportation before any access is granted for the site. That approval has not happened yet so that is not necessarily the final entrance.

Mr. Redden indicated the diagram you have here is different than the one up here. Ms. Brockman indicated that only the orientation is slightly different.

Mr. Redden stated that across from his house they have a red line and they own that property. He was concerned about who is doing the diagram drawing. He understood they may not be able to resolve that tonight. He felt the diagram is wrong and questioned whether it would be built in his front yard.

Ms. Smith advised the development agreement will have to meet the meets and bounds of the property and it will be surveyed. Their concept plan is based on a topographical survey and Provincial mapping.

Mr. Redden stated he has seen the surveyors down there laying down tape. There is already some question as to how far down he truly owns. He may have a deed for something but they have something that contradicts that.

Ms. Brockman suggested that is possibly something they can address later.

Ms. Smith advised the criteria dictates that there be an adequate separation distance between low density and multi-family density. We can discuss tonight what is considered adequate. Often it is 25' and we ask for that area to be treed.

Mr. George Backman, 1 Maynard Meisner Road, referenced the comment the development would be high end. He questioned what happens if down the road this project is not as acceptable as everyone thinks it will be and they end up with low income housing which is rented out. He questioned whether the gentleman has other properties like that now. He was also very concerned about the septic system and felt they should be provided with information on that. That is the Ingramport River mouth. The water is clean. They have salmon there. With that type of boat marina in open water, should there not be a breakwater?

Ms. Brockman advised there is a breakwater proposed with the current development agreement. Regarding onsite treatment, these systems are designed to meet Provincial regulations.

Mr. Backman stated he was very concerned when something like this is starting in a residential bay. It is a nice little tranquil bay and they could end up with something that is an eyesore. If the property is not being looked after down the road, it is the start of a disaster.

Ms. Brockman indicated she wished to touch on the vision, the detail and the architectural component they wish to portray. They think this area is quite unique in terms of its characteristics and heritage and it is very important they reflect something that fits in and reflects well on the community. One of the ways their client proposes to do this is by looking at the surrounding communities to see what makes them unique. This is the vision for what these buildings will look like. It is the architecture from Chester, one of the surrounding communities, as well as Mahone Bay. Each building will be designed to represent that given community. The architect went to Mahone Bay and took pictures of some buildings there such as the detailed facade, dormers, and different treatments. He thought it captured the area. One of the five unit buildings could have some sort of architectural detailing to represent that community.

An individual stated they believed that is a by-law.

Ms. Brockman indicated it has to be compatible. She felt he has captured it well. Here is another aspect. Each building would represent a different community in the surrounding area.

Mr. Sutherland commented the facade is a facade. There is nothing in the community that has five units back to back, so the entire substance is a joke. He was not sure the Salmon River point is a listed river and was worried the Federal government would not recognize it. The salmon issue is a huge issue. They had three surveyors on their property and it is a joke. It will take months to sort out the meets and bounds.

Mr. Andrew Fraser, 31 Awalt Lane, indicated there are a bunch of technical requirements such as septic and how it will effect our environment and river. One of the main things that bothered

him about this, besides these technical questions, is that when you look at the Bay, they all have built houses there and have come to live there and like the way it is. The first thing that struck him is that it is doubling the number of properties around the Bay which will effect the enjoyment of their property. He questioned what they can do about that. They just do not like the look of it because it is so large. He questioned how big the footprint of this proposal is compared to what was approved in 1991. He did not accept that they have to move on because the development in 1991 was approved. He wanted information on what he could do if he did not like thirty-seven units and thirty places for docking boats over a fishing ground where he took his kids to fish for mackerel. He questioned what he could do to preserve the beauty they have in this terrific Bay.

Councillor Meade stated that is the purpose of tonight's meeting. In 1991, the proposal was approved. At that time, there was a twenty-one day appeal period. It is a development agreement. He could not say if he was for or against the proposal. If he said he was in favour of the proposal, then they would say Council is for it before they hear from the general public. Likewise, if he said he was against it. It is public information. This man over here said he did not want it to be built on his property. In terms of sewage, they have to meet the requirements of the Department of the Environment. They also have to meet the requirements of the Department of Transportation. Also, the Department of Fisheries in terms of the salmon fishery. Those departments approved it in 1991 but maybe they did not have the correct information. It is deep water because he had pictures of three masthead schooners in that area. They put up \$2000 just to have this meeting. They have to go through the process. Back in 1991, they paid \$100,000 for a study. At this point, as their councillor he could not vote for or against it.

Mr. Fraser indicated that he wanted information from his councillor on what action he could do, apart from the technical questions, if he felt the proposal was totally out of keeping with the history of the place. It just looks totally beyond what they would like on the Bay. Besides going to the meeting and pulling the file, what can you tell me on the most basic level? He questioned if it is zoned for this use.

Ms. Smith responded there is a difference between this and the zoning which permits you to do a certain use as-of-right on a property. It is zoned I-1 (General Industrial). Multiple units do not fall under the zoning which is why we are going through the public process for a development agreement. When the MPS was written in 1994/95, the people recognized there is a need to have these type of uses, so they decided that if they were going to permit multiple units, they wanted them to go through a community process. In addition, they want them to meet certain criteria. In the handout is the list of criteria under which the application is evaluated. The first is architectural design and scale of use.

An individual questioned how it was possible that the agreements signed thirteen years ago are not a part of this process. She questioned how it was possible that the 1991 agreement still exists. She referenced the smart growth initiative in a largely rural area.

Ms. Smith advised that the regional plan is a process that HRM is undertaking. Some are asking the question about the ministerial order. That deals with new lots that were created after January

22, 2004. It only permits one development permit to be issued per lot per year. This lot is exempted from the ministerial order. Because this application came in previous to the January 22nd date, we are considering it based on the current policies within the MPS. There is an agreement which exists on the site which has not been changed. They are coming in to change it because they feel that use is not appropriate.

It was questioned why there is no expiration clause within the 1991 agreement.

Ms. Smith responded that often when development agreements were written at the time there was no expiration clause. There are a number of them with no expiration clause.

An individual stated there is an expiration clause in planning law. Nobody here is accepting that the 1991 use is a done deal. He appreciated that to staff it is but they will have to get there.

Mr. Earl Walsh, 8078 St. Margarets Bay, commented that it looks like a stockade architecturally. He lived about two doors up. He was concerned about sewage.

Mr. Tim Veinot advised the septic system has to get approval from the Department of the Environment (DOE). There is a set of rules and standards that you have to design to. One of the first things they considered was the type of treatment system. The system has a very high level of treatment. There are a number of systems around here that have this particular system. The level of treatment is higher than DOE would require for discharge into the ocean water. It is a sewage treatment system that has to receive approval from DOE. The discharge criteria that DOE would have for this is much higher than any nutrient level that they would be discharging. It would be well within the regulations. Rosewood Cottages has one of them as well as the Tantallon Esso station. This is a very good system.

An individual stated that the Tantallon Esso is not beside the water and should not be used as a comparison. He visited Chinatown in the Halifax Harbour and had occasion to see tampons in the water. He questioned whether this system would put that out into the water.

Mr. Veinot responded no. This system has filters. The suspended solids that come out will be less than 5.5. The average of these systems is less than 5.5 which is less than any mechanical system out there.

Jan ..., Kelly Drive, questioned whether they are aware that two years from now vessels are not going to be allowed to discharge into the Bay, and questioned why they couldn't achieve the same thing.

Mr. Veinot indicated there are systems out there where they can surface discharge through soils which are being used. DOE does not require that level of discharge for a system like this.

An individual stated they have a sandy beach along that area. What about shellfish? Will they be fit to eat? Are they planning on filling in part of that Bay for their development and using these sea-docks? How would that interfere with their way of life?

Mr. Veinot responded that in terms of shellfish, the system will include a disinfectant system that will get the level down low. The bacteria will be killed before it is discharged so it will not cause problems to the shellfish.

Ms. Betty-Lou MacInnis, 8053 St. Margarets Bay Road, questioned whether it would have a muffler on it.

Mr. Veinot responded that this system is not loud. They will not see or hear any impact. There will be pumps that are below grade that will be going on and off but they are like a water pump.

Ms. MacInnis expressed concern that it sounds like it will change their whole way of life. It will give them a lot more traffic and the noise level will be higher. There are people who fish lobster out of the Bay.

Mr. Salem Coolen, 260 Boutilliers Point Road, said he has been fishing lobsters since 1952. If boats run up and down there, it will ruin their nets for mackerel fishing. He was concerned about the impact on the fishery. They fish in water that is only 6' deep. They go up by the hexagon shaped house. If they have boats up and around that, they will not be able to fish.

Mr. Bob Dauphinee, indicated that he lost about 75-100 lobster traps in the area of Mackerel Island. They caught sailboats and speed boats in them. He threatened to put speed bumps on them. They fish in water that is only 6' deep. They fish in water right along there catching lobster. If you put a marina or a breakwater there, how will we fish there?

An individual commented that the timeline noted on the chart is hilarious and felt they are looking at two years to vet this stuff. They are looking at a year just to review the environmental things, such as the salmon and the sea trout. They have noise problems. He questioned the process from here. Everyone is upset about the 1991 process. They have an expert from Maine and are doing three months of sampling.

Ms. Smith responded we are here to get your input. The issues are in the minutes and they will investigate them. It will involve a lot of dialogue with other agencies which is part of the process. Obviously the timeline she displayed is for an application when there are no issues.

The same individual questioned how the City handles the public hearing process.

Ms. Smith advised the public hearing is set by the Western Region Community Council. There have been situations where we have had to go into the next Council meeting in order to hear everyone's input.

Mr. Ray O. Jollymore, 129 Kennedy Road, stated he was a commercial fisherman. In the last five years he has lost three nets a year that boaters run through. His nets are set right off where that proposal is. If you bring in the marina, who will pay for his nets? He has been fishing there since the early 1980s. You can put your gear out but you cannot fish in a major traffic zone. He was dead against the marina. He referenced another site that had pipes to hold their floats in

place. He questioned whether they would have floats there. Pipes straight off the bottom, by regulation, have to be marked. If he drove that through the bottom of his boat, who would pay for his boat? When we get this new one in here, who is to say they are not going to do the same thing? He had issues. Mr. Coolen had issues. Mr. Coolen has been fishing a lot longer than he has. A lot of traps get torn up. He has seen boats get bigger. There is no education on how to run these boats.

Suzette... indicated it was said solid waste would be minimal. What about nitrogen levels? It is the nitrogen that will contaminate the fish. Mr. Veinot indicated that the level of nitrogen in human waste is low - one point per million.

Mr. Clarke referenced the development agreement approved in 1991 and the parcel which was severed off in 1995. He indicated there was no public process again in 1995.

Ms. Smith responded there was and indicated she would get that information later.

Mr. Clarke stated the density for this project is way too high. There should be no more than five houses on the site.

Mr. George Backman, 1 Maynard Meisner Road, indicated that in July of 2003, HRM and a planning committee requested a study on conservation. Land based development is the major cause of pollution.

Ms. Cynthia Martin, 10 Meisners Point Road, stated there is information on the HRM web site. All the water in St. Margarets Bay is in danger.

Mr. Stephen Zwerling, 19 Stevens Road, commented he could see Mr. Jollymore's nets and Junior's lobster traps, and he could swim across and did that in 1960. He has been there since 1957 and started fishing with Junior. He questioned what the square footage was for each unit as well as the footprint of each unit.

Mr. Greg Hammond responded the footprint is about 1000 sq.ft. They will be two storeys facing St. Margarets Bay Road. Due to the slope, they will be three storeys facing the water. Each one of them will be more of a loft design for the second floor. The main floor will be 1000 sq.ft. and the loft will be 700-800 sq.ft. There will be an unfished basement under each one. Also, they will have two-three bedrooms. They are looking at a maximum of six people per unit.

An individual commented he did not think it was your average starter home with two to three kids.

It was questioned what communities would be reflected in the architecture.

Ms. Brockman responded she did not think that was totally confirmed but some examples are Chester, Mahone Bay, and perhaps Lunenburg. She confirmed the architect is Robert Flynn from Chester.

It was questioned why they did not consider using the architecture from Boutiliers Point and Ingramport. They are different from Mahone Bay.

It was questioned whether the treatment technique they're using is for commercial processing or does it have a name.

Mr. Veinot responded the equipment is a specific brand name out of Oregon called Orinko. It has been researched and used as a world renowned treatment solution from the states. They have been applying it here in Nova Scotia for the past five to six years. They have done ten to twelve installations and knew of other companies that did that as well. There are about thirty of them now in Nova Scotia.

The individual expressed concern that the other systems were discharging into other land masses whereas this one was being discharged within a spitting distance to the river.

Mr. Veinot indicated the ones inland are more strictly monitored than on the ocean. The ocean has the ability to do treatment itself. The Department of the Environment requires a consultant to monitor and report the treatment quality back to them. That is done under contract by the owner. This has to be done for this facility as well.

The individual questioned whether there was a plan to infill any of the existing waterway. Will the current high water mark be removed?

Mr. Hammond advised that in one area they plan on bringing it down lower and then there will be a breakwater installed.

The individual questioned whether it was intended to have a solid breakwater. It was responded it would be stone.

It was questioned what covenants will be in place and whether they will be able to park travel trailers.

Mr. Hammond advised it would be owned by a Condominium Corporation. They will not put travel trailers in. Their intent is to try and work with the community. He has heard comments that nobody likes the look of the buildings. Right now, in his opinion, the site is an eye sore. It is barren. There is an ugly building on it and concrete footings. Before that it was Colonial Homes and before that a saw mill. They will try and make this look the best they can. They have a reputation for doing high end homes and working with the community and the environment and with as minimal an impact as they can. Right now it is zoned Industrial. He could go back to pre-manufactured homes. They do small work inside the shed but he had no intention of doing that. It has a commercial value. There is an ability for a restaurant, a lounge, cottages, etc., which he did not think is what the community needs either. With a residential flavour, it would be better. They are looking at reducing the impact and trying to make it look attractive to fit in. That is why they are looking at architecture firm the surrounding communities. The architecture around St. Margarets Bay is very spread out and diversified. They will try and make it look as

nice as possible. Somebody says there is an encroachment. He encouraged them to bring that to their attention and they will have to look at that. They are willing to work with the community.

An individual questioned whether they are willing to deal with the density. Is it economically feasible for them to reduce the size of the development?

Mr. Hammond indicated that cost is a big factor. If he put in the breakwater and only one townhouse, there is a big difference in the cost.

The individual stated the density is the problem.

Mr. Zwerling said he thought there are real community of interest issues. In terms of the previous uses of the property, he felt there are many people who would be happy to see a small saw mill. That would be more in character with the community than townhouses. They don't have multiple unit houses in the community. There are one or two duplexes and they are standouts not in a good way. A small boating facility would be good. It was mentioned the 1991 agreement allows them to build a lounge. That is not going to happen because that kind of facility is not supportable in this area. They have more lounges, restaurants, and cabins than they need and the current ones are not doing that well.

Mr. Zwerling indicated that in terms of water usage, he swam, scuba-dived, and fished that area with his family. As a recreational boater he would not want to travel in and out of that area. It is a bad spot to put a marina. It is an area not for deep vessels. They will end up with speed boats.

Mr. Veinot stated that the depth is 30'. Where they are planning to put it, it runs rapidly from 18' to 30'.

Mr. Zwerling indicated it is quite deep off the old wharf area. He was concerned about traffic in the area. They are looking at possibly over 100 people in one cluster area. The project is simply too large and inappropriate for the site. The number of people living around that river segment is too large.

Cyrill..., Meisners Point Road, questioned whether the intent was to have owner occupied dwellings. Mr. Veinot responded the intent is for owner occupied dwellings.

Ms. Smith clarified that planning staff are not able to write that into a development agreement as a requirement.

Mr. Manuel questioned what the height of the buildings is from the water level to the top of the roof.

Ms. Brockman advised that the buildings themselves would not go above 35'.

An individual expressed concern that they are losing their views and did not want to see a bunch of condominiums.

An individual referenced the comment that a small mill or a boat yard could be put on the site. He questioned how much industrial use could be put on the site.

Ms. Smith responded that she believed the lot coverage in the General Industrial Zone is 50%.

Ms. Smith confirmed that if the current development agreement is discharged, it goes back to the existing use.

Ms. Martin commented she felt they have to look long-term at keeping this community beautiful. She came here eight years ago and it is the most beautiful place we have. They have to look at the long-term implications. They live here. They are looking at the natural resources. What is best for this community in the long-term rather than the short-term economic benefit for a couple of people?

Mr. Andy Willus, 7424 St. Margarets Bay Road, indicated that the setbacks were amended on that property to permit a home on the waterfront. Those units could similarly be moved directly to the high water mark.

Ms. Smith advised there is a 25' setback requirement from watercourses. If this development was to proceed, we would want a minimum 25' setback.

Mr. Willus questioned where the location of the treatment system would be located on the property.

Ms. Brockman advised it would be located on the right side closer towards Black Point. It would be just to the right of the shed on the side. She pointed out the location of the sewage treatment facility in relation to the site.

Mr. Willus commented he thought it was located next to the river. There is a brook that runs through there.

Mr. Veinot advised that DOE was out to the site and assessed the drainage courses on the site and they did not indicate one over here. They indicated one here (pointed out on map) as a watercourse that came from wetlands across the road.

It was questioned whether they planned on having floating fingers in the water. It was responded that right now they have not discussed what they are doing with the fingers.

It was questioned how many wells they planned on drilling to support this project.

Mr. Veinot advised the water supply is under the jurisdiction of DOE. There are two wells on the site now. There has to be a seventy-two hour pump test undertaken and at that point they will assess the impact and there has to be adequate water from that downstream. From the owner's perspective, the quality issue has to be addressed as well.

It was questioned whether they are drilled wells. He expressed concern that it would affect Meisners Point Road if they had to drill more wells. There are a lot of shallow wells.

Mr. Veinot responded that is one of the considerations that a pumping test would look at and how it affects the aquifer.

It was questioned what happens when the sewage system breaks down or they have a storm surge.

Mr. Veinot advised there is a monitoring system for the sewage system. A certificate is required to operate the system. There is a certified operator that has to report to the Department of the Environment. There is a monitoring system that sends out a signal.

Mr. Gary Nolan indicated he lived three lots up from the development. He indicated that he ran out of water and his well was 200' deep. They are up 5.5' and they lost quite a bit of shoreline.

Mr. Hammond stated that the storm surge did not come up very far on his property where the pumping station will be. He had very little impact.

Mr. Nolan commented that in terms of the condominiums, if he wanted to buy on the North West Arm, that is where he would have developed. There is an undeveloped spa at the other end of the Bay.

Mr. Jollymore expressed concern that the docks for the other marina are unmarked - something to run into. If the other marina can get away with it, it can happen again.

Mr. Hammond stated they would do what they have to do to mark them.

Mr. Jollymore indicated they are on their fishing ground, which will just increase. It will be an obstacle course.

Mr. Hammond stated that what is currently in place is a commercial marina which is not their intent to put in. There will in time be boat storage or servicing of the boats. There are places for boats to be tied up.

Mr. Jollymore indicated this project is way too big for the area.

Mr. Walsh noted there was no mention of the Rails to Trails which is a wonderful facility where they can look over the ocean. This development will do nothing to enhance that.

Mr. Tony Sedfawi, 7960 St. Margarets Bay Road, indicated he lived next door and was concerned about the noise factor. They have 27-30 boats in the area. There will be a noise factor associated with power boats. Not all of them will be sailboats.

Mr. Sedfawi questioned whether there would be pollution created from having 27-30 boats in their area. From where they are now, they have a perfect view of the Bay. He felt the condominiums would at least partially block their view.

Mr. Sedfawi expressed concern about the impact of 27 families extracting water from the same area.

Mr. Sedfawi indicated they have legal documents which says they have a right-of-way through this property.

Ms. Jenny Stephens, 8987 St. Margarets Bay Road, indicated she remembered the public process in 1991. People in the area felt they had access to the water from this site and they were getting very upset that this access would be denied to them. Her memory was that there was a little bridge that would not become private and that the community residents could access and use it. She asked if this would still be available.

Mr. Hammond responded yes, if it is in the development agreement.

Ms. Anne Dunsworth, 7112 St. Margarets Bay Road, said they were talking about the wish to have a minimal impact on the community. Everybody here tonight is being impacted. She did not live in the actual neighbourhood but she was in the community and was a little concerned that there has not been a projection of the cost of these because she was thinking about the assessment. In this Province it is getting more and more difficult to maintain your own property because of taxes. They must have an idea about the cost.

Mr. Hammond indicated they have an idea of what the breakwater and the slipways would cost. They cannot give a price until they know the number of units.

An individual questioned what the cost would be based on twenty-seven units.

Mr. Hammond responded he knew the cost of the breakwater and the cost per square foot.

Mr. Peter Conn, 52 Morse Lane, indicated they should be able to get a base price of what high end would be.

Mr. Hammond responded that he would not be putting a price on the table. The more units, the lower the cost of the unit.

Mr. Sedfawi indicated they pay around \$5000 per year in taxes. He was also in real estate and could not imagine a high end unit in that area being 1800 sq.ft and on the waterfront costing less than \$400,000 - 600,000. If the properties are in that value range, they will increase the market value of his property. He has not gotten anything extra from living in it and may potentially pay more money.

Mr. Walsh questioned at what point the City asked for full costs to see if the project is feasible.

Councillor Meade responded they do not ask that question.

Mr. Sutherland questioned if they have a minimum to make the project viable.

Mr. Walsh responded it would depend. Three is not enough; somewhere between three and twenty-seven.

Mr. Andy Fraser, 31 Awalt Lane, questioned at what point the Department of the Environment or Fisheries and Oceans get involved in this proposal.

Ms. Smith advised the information has already been sent to them. She confirmed they have not yet approved the proposal and they have not requested additional information. HRM does not want to approve a project that other agencies cannot approve.

Mr. Fraser questioned how long it took to receive responses from those agencies.

Ms. Smith responded that sometimes it is a few weeks but sometimes it is a number of months.

Mr. Hammond advised they placed some advertisements in the paper at the request of Fisheries and Oceans. They did some preliminary work from the previous proposal. They requested an environmental assessment.

Mr. Fraser questioned when that happened. Mr. Hammond responded about 1.5 years ago.

Mr. Fraser questioned whether they would get a copy of the overhead showing the process so they would have an understanding of how that process works.

It was questioned whether Destiny Developments owned the land across the street. Mr. Hammond responded no.

An individual commented they thought they bought a home in the country and not in the City.

An individual referenced a report which indicated there was contamination in the Bay.

It was indicated that written comments were received from Mr. Stewart, the neighbours.

The meeting adjourned at approximately 9:05 p.m.

Attachment F

**Public Information Meeting
Case 00640
April 14, 2005**

In attendance: Councillor Meade
 Luc Ouellet, Planner
 Greg Hammond, Developer
 Brian Jollymore, Department of Fisheries & Oceans

Mr. Luc Ouellet called the public information meeting (PIM) to order at approximately 7:00 p.m. at the Black Point Fire Hall. Mr. Ouellet went on to explain that this is the second PIM to be held for this case. The first PIM was held last year on February 26. He noted he wasn't present at that meeting, as Jamie Smith was the planner assigned to the case at the time, however, he has read the minutes of the meeting and familiarized himself with the case file.

Mr. Ouellet advised the main reasons for holding a second PIM are because a year has elapsed since the last one and the proposal has been modified. The proponent has requested that a 50-seat restaurant and 30-seat lounge be added to the proposal. In addition, Councillor Meade had requested that we hold a second PIM. At this point in time, we are ready to proceed to a staff report. We have just received the recommendations from the Department of Fisheries & Oceans (DFO) and an approval in principle from the Department of the Environment and Labour (DOE) for the sewage treatment plant. These were the missing elements before we proceeded to the next stage of the process.

Mr. Ouellet indicated he would first explain the planning process and go over the handout that he prepared. Greg Hammond of Destiny Developments will then go through their proposal. Following Greg's presentation, the floor would be opened up for questions and comments. He would then ask people to come up to the microphone and make their comments or ask questions. The meeting is being recorded tonight so it is important for the record that you speak in the microphone. He noted that Brian Jollymore of DFO is here tonight as well. While Mr. Jollymore will not be making a presentation, he is available to respond to any questions concerning the evaluation of the marina and their recommendations.

Mr. Ouellet proceeded to review the handout. The first page is the fact sheet that most of you have already seen as it was sent by mail with the meeting notice. On the reverse side of the fact sheet is a diagram of the planning process. The following page is a table that compares the current proposal with the existing development agreements (original and amending development agreement). The next page after that is titled: "Extracts from the Municipal Planning Strategy for Planning Districts 1 & 3." He would not be going over these policies; they have been added for information. The final section is a page containing "Environmental Considerations." These are draft clauses that will be put in the draft development agreement.

Mr. Ouellet proceeded to review the planning process, noting this is the second PIM. Since we

have already received the recommendations from DFO and an approval in principle for the sewage treatment plant, we will be proceeding to prepare a staff report and a draft development agreement. It must be understood that staff has to prepare a draft development agreement that the proponent is willing to sign. However, we can recommend for or against in the staff report. Following this, the staff report is tabled with the Western Region Community Council. The Council is composed of Councillors Meade, Rankin, and Adams. The Western Region Community Council will then have to decide if they will proceed with the file or not. If they do decide to proceed, then a public hearing will have to be held. For those who were notified of this meeting, you will again receive notice in the mail to inform you of a public hearing. Those that weren't notified by mail, should make sure they put their name and address on the sign-up sheet.

Mr. Ouellet advised that normally Western Region Community Council would make a decision on a development agreement on the same evening as the public hearing. Whichever way Council decides to vote, either to approve or reject, their decision can be appealed to the Nova Scotia Utility and Review Board. There is a 14-day appeal period that will follow a notice of approval advertised in local newspapers. A copy of the overhead of the planning process is included in the handout.

Mr. Ouellet then reviewed the differences between the proposal and the existing development agreements (original and amending) which are outlined in table format in the handout.

Mr. Greg Hammond, Destiny Developments, commented he met quite a few of them. He knew there were some concerns about the project. They took on this project from the original developer and have made some modifications. At the last PIM, there were quite a few good points raised, and they were requested to make some changes to their development agreement. At the last meeting, they also had the consultants who hopefully answered most of the questions on the sewage treatment centre and discharge into the ocean. They did make the modifications mentioned by Luc (reducing the number of townhouses from twenty-seven to seventeen). It was always the intention to proceed with the proposed restaurant. They don't know if they'll go ahead with that but it was in the original proposal and was supposed to have been carried through. They were still requesting that to be in the development agreement.

Councillor Meade referenced the plan showing the seventeen condominium units and questioned where the restaurant and the lounge would be located.

Mr. Hammond referenced a drawing of the site prepared by the Terrain Group. If you look on the drawing, there is a seawall in front of Block C. Along that seawall is where the finger piers come out. There's a marina building centred right there with a maximum of 1500 sq.ft. In that building is where the restaurant and the lounge would be. The lounge is to service the restaurant. It's more of seating area like a bar in case people have to wait for their table. It's not a full service lounge.

Mr. Hammond indicated they previously had twenty-seven units spread out, five lots of five plus two at the end. They were requested by the councillor and HRM to somewhat reduce that which they have. They are going to be going with either two, three or four units blocks to try and break

it up to try and make it look as much residential as possible. The original development agreement in place now is for more of a large commercial establishment with a resort building and everything is contained within that. They still feel that the impact to the surrounding community is more conducive to a residential complex, which is why they have gone with this.

Mr. Hammond noted there was some concern that the rowhouse or townhouse was not more of a seaside community but it is in Mahone Bay and Chester, and Lunenburg especially which has a lot of rowhouse and townhouse development. It is their intention to take pictures of these buildings in these communities and make them blend into the facades of the blocks they have here so it would be like a Lunenburg block, a Mahone Bay block, and take the flavour of each one of these seaside communities and build them in.

Mr. Hammond advised the treatment centre is still down on the far left hand side. There was a concern that it was an open lagoon. This is a very high efficiency high-end sealed system with no smell. The discharge from it more than meets any requirements of DOE or DFO. Right now they do have their approval from DFO for the septic system to be discharged into the ocean. The environmental assessment was fully done, passed on and reviewed by them, went through all their different management, and has been signed off. They have a letter of intent from DOE and also from Natural Resources for them to go ahead with the development agreement that is in place now.

Mr. Hammond indicated the marina portion is going to proceed. What they would like to do is make the change, only on the uplands portion, to take it from a large commercial development to more of a residential development, which they think would have less of an impact on the community.

Mr. Ouellet advised the minutes from this meeting would be attached to the staff report that goes to Council. Any comments or questions will be recorded in those minutes.

Mr. James Fryday, Black Point, said he heard that Fisheries & Oceans has already pre-approved the marina.

Mr. Jollymore advised that in terms of process within the Department of Fisheries & Oceans, they operate under the legislation called the Fisheries Act. The particular section we are talking about here is Section 35 where one is not permitted to harmfully alter, disrupt, or destroy fish habitat. They do not approve projects. All they do is look at whether or not a project is going to have some type of impact on fish habitat. They work with proponents such that if the activity is considered to have some kind of harmful impact, the proponent has to come up with a plan to replace that damaged fish habitat.

Mr. Fryday said he must have misinterpreted what the gentleman told them. He thought it was said the marina in the first proposal could theoretically go ahead within two weeks, so it sounded to him like they had approval from DFO. They don't have the benefit of a report from the DOE or DFO. That has not been made public. It seems like it's the "cart before the horse". They're asking the public to look at a reasonable proposal but they don't have any information.

Mr. Jollymore indicated that individuals bring in about 1600-1700 proposals a year for their department to review. Should there be a proposal that's going to have some kind of impact on the fishery resource, by law, they have to walk through an environmental assessment process. In terms of doing that, they contact other Federal departments to let them know this proposal is taking place. They get input from those other departments. At that time, there is also public input. Normally there's an ad in the paper. This particular one had an ad in the newspaper twice, once in the Canada Gazette. They wait for a period of about thirty days while people have an opportunity to write in and respond if they have any type of a problem. They contact the local fishery representatives, the fishery officers in this particular area, and get any comments from them.

Mr. Jollymore indicated the part he wanted to focus on is that they are always looking at fish and fish habitat. It was said they approved a marina. They did not approve a marina. They approved the alteration of the fish habitat. The proponent does have an authorization from their department for permission to do that.

Mr. Fryday commented he knew the beach over here in Black Point has no sand on it. He has lived in the area all his life. He was on the water in a boat and you don't have to look down more than 4' to see that the sand has all shifted and moved, and that's only by 10' of rock and stuff that got poured in to make a supposedly accessible ramp to the beach which ruined the beach. He was not concerned about things like sewer. They can be remedied. He was concerned about issues that deal with change in sediment on the bottom, whether it's for fish or whatever. He could not bring in an excavator and dig up a rock that's got a piece of seaweed on it unless he got an approval. He did not see any environmental study here that he could read. Until that time, he did not have anything further to say.

Mr. Jollymore indicated that when they were in the process of doing the project, the environmental assessment statement was developed. While the public notice was in the paper, that documentation was all available to the public. That's all part of the process.

Mr. Martie Ward, Imgramport, said he was interested in the last point. He'd like to know if there is some responsibility to do an environmental assessment that goes beyond the impact on fish habitat. Is that a Federal, Provincial or Municipal responsibility? Has such an assessment been done here and will it be done? There seems to be more involved here than simply fish habitat. There are many concerns about the environment. Perhaps DFO is not the agency that is charged with this?

Mr. Ouellet responded that HRM has no jurisdiction to do any environmental impact assessment (EIA) when it comes to the water. It is either the Provincial or the Federal government. For this particular project, the EIA was done in terms of the marina and piers, as well as the sewage effluent that goes into the water. DOE will also look at the sewage treatment plant itself - the capacity that goes into it and the type of treatment. The type proposed this time was a tertiary treatment plant. It's the same type of treatment plant that will usually send effluent to a lake, although it's a bit less restrictive than that because this is the ocean which has an assimilative capacity that would not be available in the lake. HRM does not touch any studies that have to do

with sewage treatment plants. We do not have the experts at HRM, so we are totally dependent on the Provincial government for that.

Mr. Ouellet indicated that from the construction side, HRM engineers will require a stormwater management plan, as well as a sedimentation control plan at the permitting stage. However, HRM does have one involvement and that is through the Halifax Watershed Advisory Board (WAB). They've gone over the proposal. This is a committee of about 22 people. It consists of a couple of councillors but mostly scientists at Dalhousie or BIO. They are all volunteers. They went over the proposal and made some recommendations which will be taken into account in the report and the development agreement, and will be available for public viewing once the report is tabled with the Western Region Community Council. Although the WAB meetings are open to the public, they do not allow their reports to go public before they reach the intended audience which is the councillors.

Mr. Ward indicated what he heard is that there are certain aspects of the project that are being looked at under an environmental assessment but he did not hear anybody saying that someone's going to take an overall view. He asked if there was any Federal money involved in this. It was responded no. As an example, if this was a government project, an environmental assessment would be done of all environmental aspects. He thought what he was hearing here is that certain aspects are covered and not others.

Mr. Ouellet responded that from a comprehensive way, planning staff does look at detailing, such as transportation issues. We have our comments in from the Department of the Transportation. There is no comprehensive environmental assessment. We do not have the policy available to require that.

Mr. Ward asked if the townhouses were available for lease or for sale. Mr. Hammond responded they would be for sale.

Mr. Ward asked if the proposal was to make each group look different. Some would look like a Lunenburg buildings and some like Mahone Bay.

Mr. Hammond responded yes. They would be somewhat compatible to each other.

Mr. Ward questioned if there are provisions in the development agreement that deal with the exterior cladding of these buildings. It was responded yes.

Mr. Ward referenced the rental slips on the marina and asked for confirmation that they were not just for the people who buy the condominiums? Mr. Hammond responded that's correct.

Mr. Ward questioned what type of marine vessels would be able to use those. What are they designed for? Mr. Hammond responded the marine vessels would be the standard like at "Shining Waters" or another one of the marinas in Halifax.

Mr. Ward questioned if they could only have one vessel per slip? Mr. Hammond responded yes.

Mr. Ward questioned what's to stop there being thirty-one jet skis out there. Before he had a place here, he used to frequently rent a cottage on the north shore of P.E.I. where there's a marina similar to what is being proposed here. They had a cottage maybe a quarter of a mile from this on Stanley Bay, and on the weekend the noise from the jet skis, which people owned and leased, was deafening. You could not sit on the waterfront. What protection do they have? They've got a tranquil area over there which is beautiful which has beautiful marine life and there's a lot of sensitive areas there. What guarantee do they have that it won't be turned into somebody's private amusement park?

Mr. Hammond responded nobody he has seen with a jet ski actually pays to moor it at a private wharf site and pays dockage fees. There are inexpensive ways for people to use the water, even in P.E.I. Typically they go from their house, on a trailer, into the water, launch, and go boating around. There's a small boat launch on the property. It's only for boat tenders, sailing dinghies; it's not a fully developed boat launch. Anybody who wants to launch their jet skis there are probably going to go to the government wharf at Boutilier's Point. He did not see jet skis in the area very often but there is one that goes around. Most people use them as a residential, they launch them, and put them back on their trailer. They don't moor them at marinas.

Mr. Ward said if they don't address the concerns now, they are going to have to live with the results down the road. Is there some way the people in the area can be guaranteed they are not going to get that scenario? Is there some way they can build it into the agreement with the City? Is there some way they can control this?

Mr. Ouellet advised there is no way for HRM to control that type of use. Mr. Hammond is probably right that you can launch them off your land or off a government wharf. It's not going to be something we can control. The only thing we can control is the amount of slips and perhaps the hours that you can put a boat in the water. If there were jet skis from this property or three properties down, it would be quite hard for us to control that. You could probably put a jet ski in the water now with no boat launch. It's not something that takes a major trailer to carry. Probably three guys could put one in the water.

Mr. Ward commented there are probably not thirty-one boats in that whole area right now. Of the boats that are there, the majority would be sailboats or other things. There are a lot of the sea kayaks out there and regular canoes. It's a very peaceful setting out there. The people that have power boats use them with a great deal of care in that area. They are looking at thirty-one new slips and thirty-one new boats, and he was wondering if there was some possible way to ensure that the kind of thing they are afraid of isn't going to happen out of this development. Maybe it could happen over at Boutilier's Point but the fact that it could happen in Boutilier's Point doesn't mean protections can't be taken for this particular development to ensure it doesn't happen here.

Mr. Ouellet said he thought the best eyes on the water will undoubtedly be the seventeen condominium owners that will pay a lot of money to buy their condominiums. He was sure they also would not want to have very loud noises going around. To a certain degree, it'll be

controlled by that as well. He asked if the Condominium Corporation would have some form of control over the marina.

Mr. Hammond responded to a certain extent. It was a good point made about the jet skis. They have talked before about not allowing them to use the marina. They could go ahead and put it in that there would be no jet skis but they cannot enforce somebody from another part of the bay coming over to use the marina. They could say the people who have jet skis couldn't rent the slip.

Mr. Ward commented that would be a start. He wasn't sure that would make him happy but he certainly felt a lot better if he thought he was going to put some provision in the agreement that would eliminate the possibility of this problem. He can't guarantee somebody won't visit which he understood. It's a different thing from not having any provision at all.

Mr. Hammond said he'd certainly consider it.

Mr. Ward questioned what he meant by that. Mr. Hammond responded that he'll go back and talk to his partners and if they are all in agreement with it, then they could include that. At the last PIM, there were a lot of comments raised which they took and incorporated into the modified development agreement.

Mr. Hammond indicated that in terms of monitoring the system, DFO has allowed them to discharge into the system and also to install the breakwater which will disturb some of the marine life and the shoreline. What they've asked them to do is install concrete cone shelters in the bay to make up for the damage to the sand bed they've created. There are some out towards Peggys Cove now. DFO has asked them to monitor these for three years and to see if the marine life is taking to these new shelters. They have to get a marine biologist to go down and take samples and make sure they are doing what they are supposed to be doing.

Mr. Hammond advised that the sewage treatment centre is monitored. If there is any kind of failure with the system, it alerts a certified operator that has to come and check the system. He has to come and check the system anyway every so often, take samples, and make sure everything is up to DOE regulations. If there's a failure of any piece of equipment, he's instantly monitored on his pager and he will come and correct the problem.

Mr. Ward said he understood in these areas they have taken some precautions but there still is no overall environmental assessment of everything they are doing there and the impact it may have on that bay.

Mr. Hammond responded DFO has done their environmental assessment on the impact of the breakwater and the discharge was also looked at. Any stormwater run-off will be addressed by a stormwater management plan. What else are you looking for?

Mr. Ward responded he did not know. The one thing he could tell them about this bay that he has learned since he has been there is that there are all sorts of things going on. They wouldn't

know until somebody went out to look at every possible aspect of the environment out there. To simply pick and say they are concerned about sewage effluent and the impact on fish is easy to say. Those are two aspects. There may be a dozen more aspects out there. What he was asking is whether somebody looked out there for all the aspects and the impacts this project could have on that complete environment. The answer he was hearing was no.

Mr. Hammond advised they have done everything that has been requested of them by DFO and HRM. If there's something outside of that, he was totally unaware of it.

Mr. Ward commented there does not appear to be a process to require them to do that unless the Province got involved.

Mr. Hammond indicated they already met all the Provincial and Federal regulations.

Ms. Cynthia Martin, Imgramport, said they should take it as a recommendation that perhaps all development projects look for an overall environmental effect and referenced the silos of the local, provincial, and federal levels of government.

Ms. Martin indicated that at the last meeting, over a year ago, everybody in the audience was completely against this development. She felt they were focusing on these weird kind of details that nobody really wants to get into because they are orchestrating the whole situation they are seeing here. It's kind of interesting because they knocked off ten townhouses but they've added more parking and they forgot to tell them about a swimming pool going in and where the water is going from that. They also forgot to tell them about the bar and restaurant which wasn't in the last proposal. She was wondering if there's something else they should know about that they are going to be sliding in because all these new details are coming to light.

Ms. Martin said they were told at the last meeting that if they don't agree with this agreement, they are going back to the 1991 agreement. She felt it was completely bizarre how a fourteen year old agreement can stand and be accepted. How's that possible? They're not listening to the public. Everybody was here the last time and said exactly the same things and how many more meetings do they have to go to and tell them they don't want the development.

Mr. Ouellet indicated that when the development agreement was negotiated in 1991, the County did not put sunset clauses in their agreements. That means that under the Planning Act (now the Municipal Government Act) Council cannot discharge the development agreement without the consent of the owner. Therefore, this development agreement might be on the books for 100 years. There's no way we can discharge it. It's a contract with the Municipality. The Council cannot discharge this agreement unless it is replaced by a new development agreement or if the proponent wants it discharged.

Councillor Meade said that was brought up at the last PIM and the following week he raised it with Council and asked the City Solicitor to comment on it. Some development agreements in the former municipal units are in place for forty-five to fifty years. There's roughly 500 development agreements that still exist in HRM. We cannot get rid of them unless the owner

wants to get rid of them. He asked the question again last week in Council because there was a development agreement in place from 1982 in Sackville with the Provincial government which allowed them to put in apartment buildings. The Municipality can ask the Provincial government to get rid of this development agreement on Provincial land but we cannot ask to take it off private lands.

An individual stated that was not correct. The problem with that is the intent changes fourteen years later. If you don't do something in fourteen years of the agreement, the original intent has changed.

Councillor Meade indicated that the development agreements in place now have sunset clauses which is say two years. If you don't do something within two years, then it's nil and void. There's one in Hubbards that's 30+ years old.

An individual stated he would suggest there's an implied term in those agreements that they will be exercised within a reasonable time or the agreement is gone.

Councillor Meade commented he wanted to get rid of it also. Fourteen years was a fair amount of time.

An individual expressed concern that they were told that if they don't like this, they'll go back and do the terrible thing that was approved fifteen years ago.

Ms. Martin commented supplementary to that, there's two points. The original agreement was made with the County and not with the local HRM which is now amalgamated. The fact that you do that legally does not make it right. After the last meeting, she emailed about fifty different municipalities in Canada that have these development agreements in place and have a clause in them. The fact that you can keep this going while you're talking about this healthy growth strategy for the City is really bizarre.

Councillor Meade commented he got all her emails.

Ms. Martin said it doesn't make it right that they are doing that.

Mr. Salem Coolen, Boutilier's Point, stated he fished the waters of Ingramport since 1952. There's only one month out of the whole year that he did not fish for something in Ingramport. If he's not fishing lobster, he's after gaspereau, herring, and mackerel. There will never be another lobster trap or net set in Ingramport because the boats would cut the ropes off and cut the nets in two. He caught thousands and thousands of pounds of lobsters in Ingramport and thousands and thousands of pounds of mackerel and herring. You'd never set another net in Ingramport because of the boats running back and forth. They all got to go 100 miles per hour and they can't look where they're going.

Mr. Coolen commented he might be old enough to retire but did not plan on it but he got a son down there fishing with him who is not ready to retire yet. He can get somebody to go fishing

with him once he stepped down and it's not only him. There's about a dozen fisherman around Ingramport.

Mr. Coolen referenced the breakwater. He fought six months with Joe Crocker, the fishery officer with the Department of Natural Resources, to put five rocks in the water that the tide just touches when it comes up before he could put a building up. These fellows are going to take over 2.5 acres in a place where they fish. If they put their breakwater out there, it'll stop the gaspereau and salmon and everything going up Ingram River.

Mr. Coolen said he talked to Joe Crocker about this who told him not to worry about it right now, he'd look into it. Were you talking to Joe Crocker about this?

Mr. Jollymore responded, right before this meeting, no.

Mr. Coolen stated when the Germans were after this in 1979 or 80, these two lots of land, the water lots, if they were not renewed in five years, went back to crown land. He knew because he was talking to Rob Fraser who told him that's crown land. He told him not to worry about it. If this goes ahead, nobody will ever fish in Ingramport again. In the summer time, along those rocks in the Ingram River strait, there's dozens of people on those rocks every night catching mackerel. If that thing goes through there, there won't be another mackerel or nothing going up past that breakwater that the recreational people can catch off those rocks.

Mr. Jollymore indicated as a first qualifier, he, himself, did not work on this particular project. He just read the entire file on it. Number two, having read the file, there are certain conditions they put in the authorization and also to the evaluation of the fish habitat in the area. One, after the breakwater goes in and the type of rock goes in, as well as the fish habitat lobster creation devices that are going in, at the end of the day they should be producing more fish afterwards than right now. The second part is that within the authorization, nobody is banned from the site for recreational fishing. It's written right into the authorization that they can go out on that breakwater. In terms of lobster fishing, when they looked at that, it's done in the fall and most of the time, most of the boats should be out of there at that point in time and that was also written in the letter of authorization. They took a serious look at the issues that this gentleman is concerned about. They don't treat them lightly and tried to address them the best they can. They believe they have.

Mr. Coolen commented that right now he had lobster traps right off where this is going to go. Michael Schnare also got lobster traps off where this is going to go. Ray Jollymore will have traps there within a few days. They'll never set another net or nothing all along that area because the boats running through it in the night go along with their motor down and they cut the nets in two. Who's going to pay for the nets?

Mr. Coolen said the people on both sides of Ingramport had their nets cut in two already. They have accidents but if you get a dockside for thirty-one more boats, they will be going twenty-four hours a day with their eyes shut and they never see a net. He referenced the comment that there's

no lobster traps there in the winter time. They haul those in January and they set them back there in March. He started lobster fishing in 1941 when he was eleven years old.

Mr. Jollymore countered he did not say he could not fish in the winter.

Mr. Coolen reiterated he fought for six months to get five rocks in the water. Here's 2.5 acres. Do you know how much land it's going to take? An acre is 200 x 200 and you double it up. He was no landscaper or no surveyor but he worked with surveyors and he knew 500 x 500 is a lot of land. If that goes out there in the water, the sand won't go along the bay there on the west side in the spring. When the gaspereau come in the spring of the year they come up on the west side. Right now they are getting fish on the fish finder. There'll be gaspereau going up Ingram River right now. If that breakwater is there, it'll scare them right out of there.

Mr. Kevin Clark, St. Margarets Bay Road, stated he was not against this development. He was against some of the parts of it. What he was against is the notification process and the way the whole process is taking place. Back in 1991 when the original agreement was put in place, he would have been the next civic address to this property but the way that the laws are written, he was not even notified. He did not even know about the meeting and that would have been his next door neighbour putting in twenty-five cottages. Seriously flawed. At that point, they notified eighteen people. They did not notify enough people. That development agreement in his opinion is void because they weren't all informed of it at that time. He had a few chats with their County councillor about how the notification process is flawed who agreed with him. It's copied off a downtown Quinpool Road and Robie Street scenario where you are notifying the houses directly adjacent to it, not entire neighbourhoods, just little areas, 250'. He was a kilometer away and he was the next door neighbour.

Mr. Ouellet indicated he wished to qualify that. The Provincial legislation asks for advertisement in the newspapers only. Notifications are done as a policy within HRM. It's usually 250'. In this case, we did notify around the bay. Last year, in 2004, the first time, there were eighteen notifications. People contacted HRM and then we notified 132 extra property owners for a total of 150. This time they notified either 157 or 159 but they also notified sixty others who had signed the sign-up sheet last year.

Mr. Clarke questioned why they notified the other sixty people.

Mr. Ouellet responded they had to create a new list because it's been a year so some of the property owner's names had changed and there was a problem where by mistake they did not include those who signed the sign-up sheet, however, it should not have effected that many people because there were a lot of duplicates. The mailouts were sent out last week so hopefully they were received in time, so everybody should have been notified.

Mr. Clarke stated so all the people who came to the meeting last year and signed their name and asked to be notified about the upcoming meeting, were deleted and not notified.

Mr. Ouellet responded no. There was a list existing on one of the computers which was not merged with the other. They were notified last week.

Mr. Clarke stated they missed it. This meeting does not even make sense if they are not going to notify the people who showed up last year and want to be here for these.

Mr. Ouellet indicated there was a total of ten people that were not notified in the first mailout. For the second one, if a father and a son came to the meeting and had the same address, the father was notified because the property was in his name and then the son might have been notified a week later but everybody got a notification. There were a lot of duplicates and some properties received two notices.

Mr. Clarke stated last year he had to do the same thing. When they only wanted to send out eighteen notices, he had to do some screaming and yelling for them to notify the people that they were going to put a condominium development right in their neighbourhood. They are not telling them and the same thing applied this time. He was not against this development but he was against the breakwater, thirty-one slips (they don't need that many), the restaurant, the marina, and the gas bar. If they want to put some nice decorative, nicely styled townhouses that'll fit in and are not going to cause any problems like marinas and jet skis and parking and all the rest of the crap that comes with the extra they want to add in there, he'll sign on for it. The density is heavy. It should only be, according to Health, five houses on five acres, so they are over three times the density. He looked at the neighbourhood on GeoNova and a lot of the lots are only half acre lots, so if they had twice the density, they would not be out of scale. Still, at fifteen or seventeen, it's a little high. Putting the marina in - he did not like that. Putting the gas bar in - he did not like that. Likewise, the restaurant, the pool, the bar, and no VLTs in Ingramport thanks.

Mr. Clarke indicated that in terms of changing the process, when they went from the eight cottage units to twenty-four units, he was not as well versed on the Planning Act as he should be, but he knew that it says if you modify a development agreement in any way, it has to go back through the process again, even if it never expires. Reduced frontage on the road is in one section. The land mass is reduced by 2.78 acres when you subdivide off the other parcel for the house.

Mr. Ouellet clarified it was one acre and there's no gas bar proposed for the property. In the future, they might propose a nuclear power plant, but for now what is before them is what is being proposed and is what they are looking at. The 1995 agreement went before Council, and Councillor Meade was a councillor at that time, so it did go before a public hearing. That is the law and it was followed properly as the Planning Act at the time requested it. This is the way it's been done for probably twenty years and maybe more and it was followed in 1995. The same process was followed in 1991.

Mr. Clarke stated the Planning Act says that if there are major changes or modifications to a development agreement, the process starts from scratch. Mr. Ouellet indicated it did.

Mr. Clarke questioned when he got notified that they were going to change it from the eight units to twenty-four units. Did anybody else here get notified about that? There was a chorus of no's. He said he did not think they had a meeting and did not think they notified anybody that they were changing it from eight to twenty-four units. He did not believe that the agreement was changed - forget it. That's long gone. They never heard about it so as far as he was concerned, that one does not exist.

Mr. Ouellet said he was not sure what the procedure was to notify property owners at the time. The development agreement is a legal document. The appeal period used to be twenty-one days but is now fourteen days.

An individual questioned how they could appeal if they were not notified.

Mr. Ouellet indicated he was not sure if notification lists were kept at the time. They are now kept. If it wasn't appealed at the time, he'd be quite surprised if a court would overturn a development agreement based on something that had not been appealed at the time. A lot of places in this Province do not even notify. It is in the newspapers and you're not notified for every change that happens, so maybe that was the procedure at the time. It is a valid development agreement. If Mr. Hammond came in tomorrow morning to apply for his permits and he has a complete application, he will potentially receive his permit within five days because

that's usually what we work on. It'll probably take two weeks but he would get his permit if he did the same development that was proposed in 1991 and 1995 with the amendments.

Mr. Clarke stated he did not think it would stand up in courts for eight to twenty-four units. It's three times the size and they did not notify them so it's not a valid development agreement. He asked for a show of hands of whether anybody here thought that 1995 development agreement from eight to twenty-four units was valid. There goes your court of public opinion.

Mr. Clarke said he had a question for Councillor Steve Adams. He's another councillor who votes on this but he's not here. How about a question for Councillor Reg Rankin? He's the other guy who votes on this and he's not here. Shame on those councillors.

Mr. Fryday indicated he was not at the first meeting. This is starting to sound like CNN and the Shyvo case that's been going on. It's not the intricacies of legislation that concerns him. His issue deals with a marina and people are here saying that in 1991 there was a development agreement that would allow a marina to be built. Well maybe it did, and if it did, they don't need these environment and fisheries people today. Why would they be doing new studies if it was approved in 1991?

Mr. Ouellet responded that development agreements were constructed at the time such that you didn't need pre-approval before the development agreement went through the process. It was basically you will need approval from DFO after the fact. The way we work now, since the merger in HRM, is you need those approvals before the process goes through Council. At that time, he did not think they would have gone to DFO because that's not how the process worked.

They didn't have to go to DOE to get approval for the sewage treatment plant. It was only at the permitting stage, so we do that now prior to make sure that the development, if it goes ahead, will stand up.

Mr. Fryday questioned if it was correct that DFO or DOE have approved this marina.

Mr. Jollymore responded they keep focusing on the project. They have never approved a marina. The department does not approve projects. The word "marina" is a project. They only approve the harmful alteration, destruction, or destruction of fish habitat, which could be one component of building a marina.

Mr. Fryday indicated that Mr. Hammond mentioned about having concrete things with holes and crabs and sea urchins and things can hide in them, that's all wonderful stuff. He worked with fisheries and oceans and stuff when he was a young fellow before he went to university. Mr. Coolen has lived in this area and fished all his life and made his living there and that's a way of life in this area. He has fished and hunted through the woods in the area. You may say it's not related but you look back through the woods at the clear cuts and you'll get some idea of what's going on with fish habitat. When those gaspereau can't run that river, they don't lay eggs. When they don't lay eggs, there's no little fish. When there's no little fish, there's no feed for the trout and there's no feed for what's on your loonie - that loon. It behooved him to hear that DFO can say they're simply going to move some sand and a rock with some seaweed and they're going to put in some kind of thing out of concrete. He was not interested in that. Fish move and that breakwater is going to stop the movement of fish and that's an irreplaceable part of nature. He was opposed to the marina.

Mr. Coolen said when a biologist Joe Crocker came to his place 1.5 years ago, he looked over where he put up a new building and there was three rocks down there with seaweed on them and he told him he could put up a wall if he made the footprint smaller and there was only five rocks that touched the water but he could not turn one of those rocks over with seaweed on them because of the fish habitat. The fish feed underneath that seaweed. What's your breakwater going to do? It's going to close everything off. He could not move three rocks on account of seaweed on them. There's seaweed on them off Ingramport because they looked lobster traps there this morning. Even Councillor Meade was against him putting up his building. He had somebody come there and made a complaint to HRM that he was 3" too close to the line and he had to get a surveyor back to pin-point exactly where his building was going. He fished for a living and the councillor stepped in and tried to take his living away from him.

Ms. Michelle Hammond, co-developer and involved with the project, indicated she was also a Board member of the Nova Scotia Yachting Association and also fortunate to have two children who have been very involved in sailing over the last five or six years. Their eldest daughter was the female sailor of the year for 2003 for Nova Scotia. She fully appreciated and fully understood all their concerns. As community members she would have all the same concerns. As far as the environment goes, she would certainly want to address every single issue that needs to be addressed. As far as VLTs go, she did not think she would ever own a premise that had those so you can dismiss that immediately. Also, she was not in agreement with jet skis. She did

not think they could tell a homeowner they could not have one but as far as renting or leasing or making them available from the property, that would not be something she would want to be involved with. Gas bars were in the original agreement and they are no longer proposing that.

Ms. Hammond said that as a mother of two children who have been heavily involved in sailing and witnessing their growth through that development, they are turning into very stable young women at 15.5 and 17.5 and sailing has effected their life for the rest of their life. They'll probably be good community members, people that are responsible, so sailing does have a huge impact on all of them. Unfortunately with St. Margarets Bay, there's not a lot of availability for sailing for youngsters to keep them out of the drug culture. Ultimately their goal as parents is to try and keep their children active in sporting events. They have not talked a whole lot about what they plan on doing or what they'd like to do, but as a member of the Board of the Nova Scotia Yachting Association, she would like to see something come into place with abled sailing or disabled sailing. Development can be responsible. It's up to the people that do it, up to the community, and up to them as politicians to get out there and create a good environment for children and do things and work with DFO. She was not an expert on breakwaters but she read a lot of articles that said they are conducive to healthy fish life. They are proposing lobster pods to make sure there's minimal impact. Did she want to see any damage - absolutely not. She would like to potentially live in this development.

Ms. Sue Douglas, Boutiliers Point, said marine biology is something she did at work. As a follow-up to the last speaker, she also had a couple of children who sail, junior sailors, and the reason they live out here is so that they don't have to sail in the sewage of Halifax Harbour. They have lovely clean water here and they don't want to ruin that.

Ms. Douglas referenced the Atlantic salmon which she believed was an endangered species and they have to be very careful about preserving its habitat. The two things that come to mind are the disturbance to the water patterns from the breakwater and the other is the release of the effluent. Even though it's going through solid waste treatment, that doesn't necessarily mean that all the nitrogen and other compounds aren't going out into the water as well which can promote algae blooms and really have a negative impact. There are all kinds of things in the Fisheries Act about ruining the habitat and she thought they have to be extremely careful. She understood that endangered species such as Atlantic salmon are covered under the Fisheries Act to make sure they do still have some salmon for their kids and grandchildren to enjoy.

Mr. Jollymore indicated a couple of good points were raised. One is in terms of the sewage treatment. When it was mentioned earlier that it's a good system, the plant that they picked is putting out values of about 25% of what is legislated legal in this Province so that's a tremendous improvement over what people would normally discharge.

Mr. Jollymore noted that the breakwater does not go all the way across the body of the water. It's not like a barrier or a dam. In terms of the salmon, it's true our Bay of Fundy salmon, which is a unique genetic strain, are endangered but the other salmon, although we're worried about them, are not on the endangered list.

An individual asked how long the breakwater is. Hr. Hammond indicated it's 230' long.

An individual asked how wide that bay is. Mr. Hammond indicated he did not believe it went any more than 25% across.

An individual commented it will still disturb the natural patterns of the water.

Mr. Jollymore advised these are the types of issues that DFO looks at whenever they review a proposal. As he said earlier, he was not involved. What is difficult here is that he was here with a final report that somebody has prepared internally which he read from cover to cover. The thing they were not privy to, nor was he, is that they frequently have meetings for three to five hours over certain aspects within that report and eventually a bunch of professional people come up with an opinion. In response to why was he here, he was here to tell them about process and to tell them that DFO did follow that process. They followed the law precisely as required by law, that's why he was here.

Mr. Sharp, Boutilier's Point, said he sympathized with all that's been said about the environmental issues and the fish habitat. One of the questions that he thought needs to be considered is how this fits into the Metro plan. He has not heard anything about the impact a development like this is going to have on the general traffic and the infrastructure of the area. They've already seen what happens with unbridled development in places like Hammonds Plains Road and places like that. He was coming from the airport the other day and it took him longer to get across Hammonds Plains Road than it did to get from the airport altogether because of the traffic that was there. Are we going to allow these developments to continue to happen and not address the question of the infrastructure that may be necessary to support them? This road that runs along this river was built many years ago, a long time before he came here, and it certainly wasn't built to handle the kind of traffic that it is presently handling and here we are proposing to add another thirty-five or forty cars daily that might be using that road. He'd like to understand how these kinds of development fit into a plan that's going to make this community liveable for all of them and not just responding on a one-to-one basis to the pressure that's been brought on the government and HRM by developers.

Mr. Sharp indicated they heard a lot from Mr. Jollymore of DFO. As far as he was concerned, DFO has no credibility in these matters. All they have to do is look at the speed of the fishery in Nova Scotia and the Atlantic region as a whole. That has all happened under the direction and the plans that were given to them by DFO. What they have is a disaster and it appears to him like they are looking at another disaster. If they allow this development to take place, it's the "thin edge of the wedge". They will have development all the way from Tantallon to Chester along this road and they won't be able to see the water. They probably won't be able to fish in it. They can fish in it if they like but there won't be any fish.

Mr. Ouellet advised that in terms of traffic, it was reviewed by the Department of Transportation. They have indicated to us that they don't have any concerns with this project per say. There's enough capacity on the road. The effect would be negligible. The site stopping distances were fine, so they've given the all clear on this project.

Mr. Ouellet indicated that in terms of the regional planning process, it is an ongoing process. It's been a three or four year project. The planning department has not received a mandate from Council to stop entertaining any development proposals. In fact, the only limitations we have are relative to municipal planning strategy amendments. Those have to be verified by regional planning. In the future, it might be true that the regional plan will not endorse these types of projects but for the time being, planning staff has to look at the current policies. We cannot look at potential policies down the road because if we did that we would never approve anything. We have to look at the current policies and the current policies tell us that we can look at the marina proposal by development agreement and look at a multi-family condominium development by development agreement, which is what they are doing now. Further to that, if the regional plan had come prior to this process and said that these types of projects were not good for the region, that does not mean the developer cannot pursue his development agreement. The original development agreement stands. It will still stand for eternity until it is replaced by another development agreement; if there is to a change to the Municipal Government Act that says Council can discharge them after a certain number of years; or if the proponent asked for it to be discharged. Those are the only reasons why the first two agreements would be discharged. Those will not change if a regional plan comes into effect. We have to look at the current policies.

An individual stated they are being told it's all legal and therefore it can go ahead. He's telling us that the traffic department looked at the traffic and it's okay because somehow or other they are still going to be able to get out to the road, etc. There was a meeting here a year ago and so we know what the feeling of the community was. How come you're not listening to us?

Mr. Ouellet responded his role here is not to have any opinion or stop any project. The recommendation of planning staff comes almost at the end with the staff report. At this point, there are no recommendations coming forth. He could not tell them if we are recommending approval or not. They might recommend rejection or recommend certain parts of the development agreement but not all of it. At this point, they are here as part of a process. If any one of you has property and wants to do a development agreement, if the policies exist, we have to entertain the project, do the analysis, and then write the report. Only at the report stage will we have a recommendation. That doesn't mean we are not listening to them. The minutes from the previous meeting and this meeting will be attached to the staff report. Planning staff will make a recommendation and Council will make the decision.

Ms. Beth McIsaac-Bruce, Ingramport, questioned if they can get for the record the number of people here who are opposed to this. It sounds like there's some opposition. Can they get a count on each of the different aspects?

Mr. Ouellet responded that if he started going through the twenty different aspects of the project, it would take all night. The comments will be in the minutes.

Ms. McIsaac-Bruce asked how about opposed to one or more aspects of this? She questioned who is in favour - two out of about 100 people for the record. One person abstained.

Ms. McIsaac-Bruce said it's important to have a sense of the feel for the room and that goes on the record.

Ms. McIsaac-Bruce indicated in terms of process, there's a place here where it says "rejection - process ends". This is a question of the political process as well as the planning process. Many of them have written letters. She just went back in her file. It was a year and a month ago since she wrote against this and here she was again. How many times do they have to say no? What as individuals and as a collective can they do at this point? Which parts can they stop? How do they get their voices heard? How many letters do they have to write? How many meetings do they have to come to? It's a better sense of how do they get their voices, those of them who are against, which is a lot of people in the room, to be heard by the planning process as well as the councillors.

Mr. Ouellet responded that if there is policy support, the first instance where the project can be stopped is at the set date meeting held by Western Region Community Council. Once the report is done, it has to go before the Western Region Community Council for them to either continue the process by setting a public hearing date or they can reject it. The second time that the process can be stopped is at the public hearing where Council will vote for or against the staff recommendation. At that point, the project can be stopped. The third option is if Council accepts a certain type of recommendation that you're not in favour of, their decision can be appealed to the N.S. Utility and Review Board within fourteen days. Usually Council will make a decision on a Monday and the notice of the decision of Council is advertised on the following Saturday. Those that were notified of this meeting will be notified of the public hearing.

An individual questioned whether all the councillors would be here.

Mr. Ouellet responded that usually the other councillors only attend the Council meetings and the public hearings. They will have the minutes and all the letters that were sent to planning staff or the clerks office as attachments to the report. This document is probably going to be large because it will include the minutes from the two public information meetings, all the letters, the authorization from DFO, and the WAB report, so there will be a multitude of documents. Everybody at the public hearing can speak for five minutes.

Mr. Geoff LeBoutillier, Glen Haven, indicated he was chair of the St. Margarets Bay Stewardship Association who is concerned about the development. From a personal perspective, not speaking for the organization itself, it's shocking for them to think of such high density in a location where they are not used to seeing that many houses and that many people. It's particularly difficult for them to absorb or calculate having that as part of the bay they want to see. What they've been going through for the past two years, as you know, is a regional planning process where broad strokes for the future of the municipality are being considered and the residents of the bay have been playing catch-up to try and come up with a clear vision or a consensus that they can have included as part of the regional plan. They are getting there. He thought as a community they are probably further along than any other place in the municipality, largely as a result of the activities of the residents themselves. When the regional plan is submitted to Gary and his peers in draft form for its basic approval in a few weeks, and its then

subjected to the public scrutiny of the people of the Municipality, they want to be there with a clear vision and a clear reaction to what Council is responding to. In the fall, when Council approves or disapproves the regional plan that goes forward, again they want to see the vision that they hold in this room clearly articulated in that document.

Mr. LeBoutillier commented then the fun begins, and this is the part that they are really gearing themselves up for, and that is the secondary plans - the community plans. Do they want to see seventeen townhouse condominiums in a malibu style development between the St. Margarets Bay Road and the Bay? Is that something they want? Maybe we do, maybe we don't. There's a number of other touchy places around the bay the Terrain Group is also involved with where they are looking at high density dingle like development on their bay. Is this something they want? Maybe not. They have to have the opportunity to be consulted because, rightly or wrongly, they are setting a precedent for the kind of development that will go forward around this bay and they have to be given the opportunity to consider it reasonably. They have to be able to talk to their elected officials. They have to be able to talk to Luc and the people in HRM planning.

Mr. LeBoutillier said that when Kevin stands up and says the process is flawed up, Luc stands up and defends it. When they say there's problems with increased traffic, where you have seventeen townhouses, a fifty-seat restaurant, a thirty-seat lounge, and twenty-five leased slips, which has the potential for increasing the traffic by over 100 vehicles, the traffic department says it's okay. If they have complaints with it, they're dismissed. DFO says they only assess fish habitat. They've got no basis. If he had to take this little rant of his and make it into a question, his question would be for Gary and possibly for Luc, but primarily for Gary, and would be "On what basis would he turn down this development?" What would make him vote against it? It may be a rhetorical question. On what basis, could it be turned down? It's grandfathered, there's no sunset clause. For everything they say, Luc stands up and says there's no problem.

Councillor Meade indicated the developer has probably put up \$100,000 for all his plans. This is a public meeting. The first one was held here on February 26th of last year. Greg was planning to move forward last summer but because it took thirteen or fourteen months to get through the process, he requested that they hold another public meeting, rather than just going to Council, because they made changes to the proposal. He can't make a commitment now, for or against it, because the developer could take it to court because he's going to appeal it. Whatever decision is made by Council can be appealed. If Community Council rejects the application, it can be appealed the next day to the N.S. Utility and Review Board who are going to have judges and lawyers going through the minutes and asking what they based it on. The applicant will go to the Utility and Review Board to try and overturn Council's decision if they reject the application. HRM lawyers say he can't make the commitment. No councillor can make that commitment before a decision is made at the Western Region Community Council meeting.

It was questioned how the councillor voted on the two previous applications.

Councillor Meade advised he voted in favour of the application the first time but not the second one. The same way with the house on the water. He did not vote for that either because there was supposed to be a 25' setback. He argued about that because it's a 0' setback from the water.

He voted against that but it was overturned. He only gets one vote. It's a nice house but it's right on the water.

An individual presented a hypothetical instance where a proposal has been approved by Traffic, DFO, and DOE and it has all the necessary requisite approvals. Also, it's grandfathered because it happened during Halifax County days when there was no sunset clause. It's sitting there in front of you on the table. Not this proposal but a hypothetical one. If he saw 100% of the community is opposed to it, would that allow him with impunity to vote against it?

Councillor Meade responded yes.

Mr. Ward commented the thing that really troubles him, noting Greg did not necessarily have a commitment to this community, is they all know what the price of waterfront is now in this area and it's increasing every year. It clearly has increased since 1991. Is it not possible to scrap the marina and build say six nice expensive homes along that shore and still make a healthy profit? Why not consider doing that, given what the community thinks? What's the harm in that?

Mr. Hammond responded the project they originally started out with, as everybody knows, is the development agreement that's in place. Throughout this process he heard everybody talking about failure to notify and there were concerns expressed about the environment, which are all good sound arguments. Through this PIM the only thing they've brought to them is that instead of doing a large commercial development on that property with the pool, conference room, etc., sort of like a hotel style, they've asked that they reduce the impact to the community by putting in the residential development.

Mr. Hammond indicated they've asked about putting in five units. He had no interest in putting in five units. They plan on putting in a marina. Money does not drive everything. The whole property is going to be developed. What they've asked for is their input on the residential townhouses compared to a commercial building that will be more of a resort inn type of thing. It's going to greatly reduce the impact on the property in the viewplane. They have heard concerns about the density, etc. The density with the townhouses is less than the commercial development.

Mr. Hammond stated that everybody does not want the marina but the marina is in place now and will be going ahead. The study has been done and they met all Provincial and Federal requirements. Everybody says the development agreement should not be in place for fourteen years. It's also been mentioned that it took six months to move some rocks. It took fourteen years to get this to the stage that it's at now, going through the government processes. It's not a case where somebody took out the development agreement yesterday and said they want to build tomorrow. The gentleman who had it before him went through all the requirements, all the development agreements, and had meetings with all the regulatory officials, which they've also had. He's had the project for four years. There was only a few short steps left to be done which took him four years to do. It's been said there should be a sunset clause. They have agreed in the new development agreement to enter into a sunset clause where if the project doesn't go, then it would be discharged. That's not the case right now.

An individual stated there should be no public marina. Put the marina there for the ten single houses.

Mr. Hammond stated they've hired consultants. They've done the review and they've gone to DFO who says it's not going to have as major of an impact as everybody says it's going to.

An individual questioned "Can they not make enough money here by building six or seven or even eight decent single family homes along there?" Is that the problem?

Mr. Hammond responded there was one comment that there should only be five units. They went through a process and inquired about putting a residential development on the property. That was rejected because it does not meet DOE standards. They need more area. They came up with a high system that controls the effluent. There is control on the solids and the liquids. There is very minimal discharge into the ocean. People talked about the sewage and septic. There are restrictions against shell fishing in St. Margarets Bay. That's from all the old systems leaking into the water. This system is a monitored system and they've taken every step they can to mitigate any damages.

An individual questioned why they need the marina. It's not been approved yet.

Mr. Hammond responded the marina has been approved. We need clarification on this. They can put in the marina. All they are asking for right now is a modification to the existing development agreement to go from a commercial building with everything enclosed with a big service shed for the marina and a full service marina and get rid of the full service marina, add some slips out front that could be used by some of the local residents, as well as the residents of the property itself, and put in residential townhouse style buildings. That's all they are asking to do. Everybody is against the marina but the marina is going in. They want to reduce the impact to the community and make it better than a commercial development. That's the whole basis of this PIM.

An individual countered "so it makes no difference?" The marina exists and is going to happen. Nothing they can say tonight can convince you not to do that?

Mr. Hammond indicated it meets all the requirements. They are here at the PIM because they believe a residential complex instead of a large commercial structure will fit the community better.

It was again questioned "Can they not make enough money of this by building expensive single family homes and scrap the marina?"

Mr. Hammond responded he heard him the first time and they are going to be building the marina.

An individual questioned whether it's money. Are you compromising this community to make money? Is that what you're doing?

Mr. Hammond indicated this was already approved in 1991 by the residents of the community and by Council and then again in 1995, and they purchased it on that basis. There was a lot of people who obviously approved it at the time.

A lady questioned whether there's a record that the community approved it in 1991.

Councillor Meade advised that the meeting was held in this building.

Ms. Anne Dunsworth, Boutilier's Point, commented she thought that meeting was the one where only eighteen notices were sent out.

Ms. Dunsworth commented she was kind of deflated after the last interaction here. Where is the water source for this project?

Mr. Hammond advised there would be drilled wells.

Ms. Dunsworth noted the drilled wells would be right next to the water there.

Ms. Dunsworth asked if DOE has done anything about the water tables? She knew that in some areas where developments have gone in around here that water tables have been significantly reduced and already they are low enough up on Meisner's Point Road and along the stretch there.

It was responded, yes, they have.

Ms. Dunsworth commented so the water tables would not be effected any more. Before they would not be effected by the twenty-four or the twenty-seven homes, so now they would not be effected by the seventeen homes. It would be better.

Ms. Dunsworth indicated to Mr. Jollymore that she did not read the Royale Gazette lately and did not know anybody here who read that to get information on what DFO and everybody else are doing about meetings and approvals. She said that she lived next to the wharf in Boutilier's Point. If this marina is going to be accessible and they're saying that people are not going to put jet skis in there and can go to the government wharf in Boutilier's Point, well that's right next door to her house. Secondly it's not a government wharf which she wanted everybody to know. It's HRM, so it's no longer government. It was turned over to HRM several years ago.

Ms. Dunsworth commented she was surprised that there isn't a recording secretary here. There must have been somebody who could have come from HRM to take the minutes of this meeting.

An individual questioned whether Mr. Hammond owned the land across the road. Mr. Hammond responded no.

Mr. Devon Moore, St. Margarets Bay Road, questioned how many development agreements can exist for a single property at any one time.

Mr. Ouellet responded there can be one original agreement and umpteen amending amendments. There are development agreements in Halifax that have up to ten amending agreements.

Mr. Moore questioned if somebody with an approved development agreement and an amending agreement can go back to the original one because it's already approved, even though we approved the amending agreement.

Mr. Ouellet responded it would either need another amending agreement or a discharge of the second one.

Mr. Moore commented he was not as prepared for this meeting as he would have liked. Part of the reason for that is because he was not aware the environmental assessments or the reports have been completed. He was told by Ms. Smith they would be informed when that had been completed.

Mr. Ouellet advised those approvals were just recently received and are the basis for this meeting tonight. The approval from DOE is not a final approval - it's an approval in principle, which means that once the lease for the water lot from DNR is complete, then they will provide their final approval. They have approved the sewage treatment plant in principle but they will only give final approval once the water lot lease is negotiated. There's a pipe running over that water lot and DOE cannot approve a pipe over someone else's property or on a property of the government without them agreeing. Once the lease is done, they told us they would provide final approval of the sewage treatment plant. There's no paper he could provide them with. They are not allowed to give out other agency's approval until it goes to Council. It's good policy to do that. Once it goes to Western Region Community Council for the set date, it will be included in that report and once that happens, it will become public information.

Mr. Moore questioned when the minutes from the last meeting would be available. He was told in an email from Ms. Smith that he would get a copy of the minutes from the second meeting as soon as everything was finalized and the reports were submitted.

Mr. Ouellet advised that to his recollection there was only one meeting held last year. Upon clarification, he indicated we considered this to be the second meeting because this is a new case. The councillor had asked that we send out the minutes but they were not included with the mailout.

Mr. Moore indicated that one of the points raised at the last meeting was the effect of nitrates that would be discharged by the septic system and it wasn't really made clear at the meeting what level would be discharged into the bay by this septic system. He realized it was very good on suspended solids and other types of matter, but what about the nitrate level. Is there any sort of specifications on how much will be added to the bay?

Mr. Jollymore advised that based on the information that he was reading in the documentation, tertiary treatment is the best you can get. It does treat the nitrate levels that he's concerned about.

The actual number he was not aware of at the moment, but it does hit the target values it's supposed to.

Mr. Moore commented that one thing people are really worried about is responsibility. A lot of people here want guarantees that if the worst should happen, like another Juan and that lovely septic system is flushed out, who pays for the clean-up?

Mr. Hammond responded the property is going to be insured. There's legal condominium agreements in place. There's money that local residents have to put into this condominium corporation. The corporation is the legal entity that's responsible for the whole development. It will be the people onsite paying into that.

Mr. Moore indicated he saw what the architect had done with trying to combine various elements from Mahone Bay and Lunenburg and it just didn't work. He knew he tried and did a lot of work and did not like it.

Mr. Hammond questioned whether he preferred the large commercial building.

Mr. Moore responded no, he preferred single family homes, like maybe five houses.

Mr. Tony Sedfawi, St. Margarets Bay Road, indicated they lived in the octagon house next to the proposed development. He had many questions but would make it very short because they have not really heard any clear answers or the answers are quite ambiguous, he was not sure he really understood. On one hand he understood that the marina is going in, and has been approved whether they like it or not, the fact of the matter is it's going in. He thought that was supposed to be part of the plan. Is that correct or is the marina approved individually as one section of the complete development?

Mr. Hammond responded the original development agreement has a marina in it that is approved.

Mr. Sedfawi questioned if they rescinded the original agreement in favour of a new one that they are proposing today.

Mr. Hammond responded that if the new one is approved, the other one would be discharged.

Mr. Sedfawi questioned if the new one includes the marina. Mr. Hammond responded yes.

Mr. Sedfawi questioned if that marina has been approved. Mr. Hammond responded yes.

Mr. Sedfawi said they mentioned they are going with it right now, whether the development takes place with seventeen or fifteen townhouses. Mr. Hammond responded correct.

Mr. Sedfawi commented he thought the marina approval is an integral part of the whole development, so if it's approved, the whole development is approved, not only the marina part of it.

Mr. Hammond indicated the original one is approved.

Mr. Sedfawi said "so they can go ahead with the original one now?"

Mr. Hammond responded yes. They can go ahead with the original development now which includes the marina. What they are looking to do is modify the uplands portion from a commercial building to residential.

Mr. Sedfawi indicated at the last meeting there was a map and showed a water lot (S1) which seems to be the water lot that pertains to his property. Is that crown land?

Mr. Hammond advised that the Department of Natural Resources looks after the leasing of water lots. He assumed it was crown land.

Mr. Sedfawi noted "so it's not your own?". Mr. Hammond responded that's correct.

Mr. Sedfawi indicated the lease on it is has not been renewed. Mr. Hammond confirmed that.

Mr. Sedfawi said they received a letter at their house. The department believed that property (S1) belonged to them and were advised officially that since they have not renewed the five year lease on it, it has been taken back as crown land. He asked if they negotiated something since that letter last June.

Mr. Hammond advised they have a letter of intent from the Department of Natural Resources. He did not know the exact date of the information he received. It would have been in the past two months. He forwarded it onto Luc.

Mr. Sedfawi indicated they have a new lease. Mr. Hammond clarified they have a letter of intent.

An individual commented that the Minister of Natural Resources could stop that.

Mr. Sedfawi referenced the document and it says the parcel was never granted from the Province and therefore cannot be included in any deed.

Mr. Sedfawi questioned why the Department of Natural Resources agreed to lease the water lot before the development is approved.

Mr. Hammond responded they would have to ask the Department of Natural Resources as he could not speak for them.

Mr. Sedfawi said he did not see the logic behind it. They approved part of it that is absolutely essential to the marina. Does that mean the project has been approved and all that they are doing here is simply voicing their concerns and no one would listen because the project is going ahead anyway?

Mr. Hammond stated they are asking for their input on the commercial compared to residential.

Mr. Sedfawi countered that the people don't want that kind of development. They have not talked about the noise factor, the noise pollution, the lights on the ocean, the 100+ cars, the gas pollution. Everyone seems to be thinking it's fine. A restaurant with eighty seats plus thirty-one slips plus seventeen families living there is about 150 other people, as much as all of Ingramport on a five acre lot. Wouldn't that cause concern for the people? The original plan was for 32 townhouses. You said it has been modified to accommodate the local environment. What does that mean? A one storey bungalow style?

Mr. Hammond responded they've always been 1.5 storeys on the front (roadside) and a three storey walk-out on the back (water side), so they have a sloping roofline.

Mr. Sedfawi questioned whether the 1.5 storeys was from street level.

Mr. Hammond responded above the property line. Some of the houses will be lower than three levels. Some of the properties are going to be lower since the contour of the properties will be lower than street level.

Mr. Sedfawi asked about the average height.

Mr. Hammond responded the average height is a maximum of 35' based on the average of the contours around the property.

Mr. Sedfawi asked what about the existing environment which is one storey homes in most cases and occasionally there are two storey houses?

Mr. Hammond responded they tried to blend them in with 1.5 storeys. They could build three storeys straight up, square boxes, but they would look terrible.

Mr. Sedfawi questioned whether they have any copies of plans showing renditions.

Mr. Hammond indicated there were copies available at the last meeting. He had one set with him but noted they are not going with blocks of five. There'll be a maximum of four, mostly three. In a lot of cases they are going to look like large residential homes.

Mr. Sedfawi noted it was said there would be no impact on the water supply or the water table in the area. How can they have a guarantee? They are next door and are the only users. They have 700' of ocean, plus between them and their neighbour, it's one meter long. You don't believe they are going to be impacted?

Mr. Hammond responded they hired a consultant who looked at the area that the wells would be drawing from to satisfy the Provincial regulations. The wells will not be drilled beside his property. They are going to be drilled in the middle of the property as far away from any of the properties as possible. What they draw upon is the well that he currently had on the property

which is actually a drilled well but there's also artesian. There's enough water flow coming down that the water flows out the top of the well. They are going to put in shallow wells with slower pumps so they don't suck large areas. They will be short shallow wells that reduce the area they draw upon.

Mr. Sedfawi indicated a lot of people are angry at the sewer system that he has, even though it seems to be approved by DOE. He asked if it was too late to give any consideration to pumping this out regularly instead of pushing the stuff into the ocean.

Mr. Hammond responded no. A single family home with a single holding septic system would have to be pumped every two weeks. If you're looking at the dishwaters and showers, you'd have to have humongous tanks. They'd have to dig up the whole property and put one large tank in.

Mr. Sedfawi stated they do it every four to five years.

Mr. Hammond indicated Mr. Sedfawi has a different type of system than a holding tank.

Mr. Sedfawi questioned why he doesn't have something similar?

Mr. Hammond responded they have a better system than what Mr. Sedfawi has on his property.

Mr. Sedfawi questioned if they'd still be able to swim in the water.

Mr. Hammond responded yes.

Mr. Sedfawi questioned whether it would be healthy enough to swim in.

Mr. Hammond responded it'll be discharged 30' down. They'll be taking it down deep. The requirement is to go down 3'. They are going to be taking it down pretty close to the bottom of the breakwater. The deeper they go, the more diluted the discharge would be.

Mr. Sedfawi indicated the swimming pool is going to be 3'.

Mr. Hammond indicated Mr. Sedfawi has a swimming pool and it did not effect him.

Mr. Sedfawi responded they don't have any chemicals in it. It's salt water. They have zero impact on the environment. It's indoor and it's saltwater. There's no comparison.

Mr. Hammond indicated the swimming pool would not be constantly discharging.

Ms. Martin said she wanted to follow-up on the comment that Mr. Hammond did not know when he got his letter from Natural Resources saying they had approval because this is the official letter from them saying they never did have the water lot. Does the City have a copy of this?

Mr. Ouellet responded no but indicated he had a copy of the letter that came after that one.

Ms. Martin questioned if the City has a position on that. It seems to be pretty major considering that the City is not the one who legislates land sales or property taxes or assessments - it's the Province that runs all those. Since they are saying he doesn't have the water lot and he did not have the lease on the water lot, how can he be so vague on something so major? "Oh I think we got the letter a couple of months ago?" Do you have a copy of the letter here?

Mr. Hammond responded no.

Ms. Martin questioned why not. It's a pretty major event. He said he has approval for a water lot and this letter clearly says he does not. She questioned if he had a copy of that one.

Mr. Hammond responded he did, but also did not have that one with him.

Ms. Martin commented it would be a pretty major thing for Mr. Hammond to state that he never had the approval. At the February meeting he never had the approval.

Mr. Hammond responded that's correct.

Ms. Martin said Mr. Hammond came to this meeting on the assumption he did have it and he was going to build the marina anyway when he did not have the lot.

Mr. Hammond responded he did not say he had the approval at the last meeting.

Ms. Martin referenced the 1991 agreement where the marina was approved and indicated they did not have the agreement from the City then, and they did not have the agreement in February that they had the use of the water lot and only got it a couple of months ago.

Mr. Hammond responded that's correct. The original developer had the lease for the marina.

Ms. Martin stated it says it was never granted from the Province and therefore can never be included in the deed.

Mr. Hammond responded that's correct. They are going to lease.

Ms. Martin stated no, the lease was never used as such and was not renewed for its second five year term.

Mr. Hammond responded that's correct.

Mr. Ouellet advised he had a recent copy of correspondence which basically says that once the final approval from DOE has been received, they will forward the file for Cabinet approval. Their letter of intent says they are working on the lease as it stands now and Greg is correct to say that it will never be part of a deed because it's a lease. He has been assured by the Department of

Natural Resources that once DOE approve the sewage treatment plant and now that they have received the comments from DFO, they'll be forwarding the file for Cabinet approval. The Cabinet might not approve it and at that point the marina would die.

An individual stated the marina won't necessarily be built. It can't be built without that lease.

Mr. Ouellet indicated that if they do get the lease, then they can proceed with the marina. If this project is refused and their existing development agreement is there, if they have the lease, that'll be part of their full permit application and they'll be able to proceed.

An individual asked "What if they don't have the lease?"

An individual stated that if the Provincial government decides not to lease that water lot, then there'll be no marina.

Mr. Sharp said he was just told there's going to be a 200' landfill that's going to be put in that estuary and then they're told that there's going to be a long breakwater stuck out there. He's seen the results of such kinds of development in other parts of the province and other parts of the country. He would not want to be the property owners on the other side of that estuary or at the end of it because it'll change the whole flow of the water and the people living on the other side of the estuary will have to spend hundreds of thousands of dollars to shore up their shoreline so that it won't be washed away. That's something they should be aware of.

Mr. Sharp commented he wondered why they are here. They're told that that the marina was approved in 1991 and now all they are dickering about is whether they are going to build some residential houses or have a restaurant, and so on. His question for the councillor is "Is there anything, regardless of what is said by the community, what further environmental assessment studies are done, or any other facts that may come to light, that's going to change that agreement?"

Mr. Sharp indicated that the planning department, HRM, the developer, and DFO who has already screwed up the fishery in this country beyond recognition, all with paid staff and all kinds of time to do things, and they are given fourteen days to respond. Do you think that's reasonable?

Councillor Meade advised that if Community Council rejects or approves a development agreement, the residents or the developers have fourteen days to appeal that decision.

Mr. Sharp questioned whether he felt that was fair, reasonable, and democratic, and does it give the residents any kind of a real opportunity to mount any kind of a sensible and reasonable scientific response.

Councillor Meade responded that the fourteen days has been a requirement since amalgamation.

Mr. Ouellet clarified they have fourteen days to launch the appeal. There's going to be a five or six month period before the appeal is actually heard, so they'll have time to prepare for an appeal. Sometimes it's been up to a year before they can actually set a date.

An individual questioned fourteen years. Mr. Ouellet responded no.

Councillor Meade indicated there's one in Williamswood that has been going on for three years.

It was questioned if they could start the development in the meantime. It was responded no.

It was clarified that development is stopped if it's under appeal.

It was questioned what newspaper the notification would be in. They need to know so they'll be able to appeal.

Mr. Ouellet advised it would be posted in the Chronicle Herald. Usually all of our notices are in the Saturday newspaper. However, it does not mean you need to see it in the paper. If you're at the meeting where it's approved, or you're at the public hearing, potentially you'll know that night whether or not it's been approved, so you can appeal the next day by email, fax, or phone.

An individual suggested their councillor could inform them.

Mr. Ouellet responded that it's usually not the councillor who's going to call everyone to tell them it has been approved.

An individual questioned if they would be notified of the public hearing date.

Mr. Ouellet responded that those who received notices for tonight's meeting will again be notified.

An individual commented that they only originally notified about eighteen people.

Mr. Ouellet responded that was for the meeting last year. The first notice that went out about two or three weeks ago included about 159 notices and then 60 more were added (most of them were duplicates).

An individual questioned if they could have the other two voting councillors in attendance the next time.

Mr. Ouellet responded they have to. There needs to be two councillors to approve or reject a development. It is the norm for only the councillor for the district to be here tonight. Then at the public hearing, the full Council would be in attendance. If Gary went to all the public information meetings that Councillor Rankin and Councillor Adams also had, it would never end. There's too many meetings to attend.

An individual commented there were many of them who were only able to come to tonight's meeting for the first time, and asked if they would also be notified?

Mr. Ouellet questioned if she received a notification. She responded no.

Mr. Ouellet clarified that she would be notified if she signed the attendance sheet.

Ms. Douglas questioned what factors they weigh into their decision when they give approval to put in such a large obstruction in the middle of the water. Do they do any baseline studies, for instance, on how many fish are here this year so that they will know in five years time why they all disappeared?

Mr. Jollymore responded that in terms of doing the environmental assessment, they look at the project and its impact on the environment and also how the environment impacts on the project itself. When they meet with the proponent, normally they have a consultant on staff or they hire somebody to assemble a report for them and there's a variety of things they look into. One is navigation, one is the actual fishery that's going on, the type of species that is there, the type of habitat that's there - an underwater video that's taking place. They look at the environment itself. He mentioned earlier that they did look at about 1700 applications every year. This project is not unique. It's not the first time they've seen this type of activity. When they look at these, they compare them against others for which they have a history to look at. They also determine whether it's open coastline or not, whether it's freshwater or marine, the type of impacts they could anticipate, and from that information, people put together an internal document that they review to determine whether or not they think the project will have an impact. This one does and then in the process of that, they sat down with the proponent to come up with a compensation plan, which they signed off in January of this year. It's a written document. It's a contract. It says they will do certain things in terms of compensation for the habitat they are concerned about and the activities that are taking place. That process is the same as with any proponent who walks through the door, whether they want to move five rocks next to their property or not.

Ms. Douglas indicated that if they are acknowledging there'll be an impact, and they will take responsibility for it, isn't that kind of saying yes, they are going to be having an impact on the habitat.

Mr. Jollymore commented she was absolutely right and that's what the Fisheries Act is all about. It says they will not harmfully alter, disrupt, or destroy fish habitat. That's a law. Unless you get approval from the Minister as compensation. They normally shoot for a ratio of about 3:1 so for every unit they destroy, they ask somebody to build three back. That's not cheap. It's an expensive process because they are protecting a public resource. That's what they are doing.

Ms. Douglas said from her point of view it looks like they're letting them pay for destroying the habitat.

Mr. Jollymore responded no, they are rebuilding the habitat. They are not paying. Paying would be that he's giving so many dollars because he thought the habitat is worth this much, which is not the case.

Mr. Jollymore stated the Fisheries Act is there to protect the fishery resource for the people of Canada for commercial, recreation, or native food fishery. It's not intended to stop development. If somebody comes in and says they are going to hurt fish habitat, their responsibility is to look at that impact and say you're going to either replace it or you're not going to do that activity. If a person comes in and says they are prepared to pay to repair that particular piece of habitat that's being destroyed, the way their legislation is set-up, it's okay because there's no net loss to the Canadian people for the productive habitat.

An individual commented they did not care about any of the other effects it has on the environment.

Mr. Jollymore responded that's not true. That's why they do an environmental assessment and send it around to every other Federal department and ask for input. If the Federal departments have a piece of legislation that says this project will have an impact, then those activities are also screened into the screening document. If somebody comes back and says they have no legislation, then that is not of concern to them. They have followed that process in this application.

It was commented he could care less what this looks like.

Mr. Jollymore responded it's not a case of caring less. It's what are they legally allowed to review.

It was commented they take that as a no.

Mr. Jollymore indicated that's not correct.

It was commented it really does not matter how far it goes across.

Mr. Jollymore indicated his statements were being distorted.

It was questioned why other situations in the Province could not be rectified.

Mr. Rick Perkins, Ingramport, asked if he was correct that the final approval for the water lot has not been given and has to be approved by the Provincial Cabinet?

Mr. Ouellet indicated it was his understanding that it's the Minister but tonight he said the Cabinet. Once he got the letter and the signed lease from the Province, that's all he needed to see. It's an official letter that will come from the Province.

Mr. Perkins indicated that the Minister of Natural Resources is Richard Herlbert who is the MLA from Yarmouth. He urged the community members give him a call and let him know what they think. The second person they should know is their Acting MLA who is Michael Baker. He's the MLA for Lunenburg and the Minister of Justice. He urged that they give him a call and let him know how they feel, so it's stopped when it goes to Cabinet.

Mr. Fryday questioned who owns the land they are talking about that they require the lease for.

Mr. Ouellet responded that according to Property Online, it's the Provincial government who owns the land. It can be called crown land but it's Natural Resources.

Mr. Fryday said he worked for thirty years as a probation officer and was now retired. He might be interested in knowing the definition. The Crown is the public and it's the people. It's the right. You have the right to travel on a highway, like the Queen's highway, and you can't put a parking meter on the Queen's highway. We own the land that Mr. Hammond wants to lease and democracy is based, hopefully, that people represent the will of the people. The land is owned by the Crown which is us. It's owned by every taxpayer in the Province of Nova Scotia. Not every resident - every taxpayer. The issue for him from a technical point of view, irregardless of how high buildings are, how much nitrogen is going to be released, the cost of \$4,000,000 gaspereau eggs, is that he heard Mr. Hammond does not own the land and he has a letter of intent. Is that correct?

Mr. Hammond responded correct.

Mr. Friday indicated Mr. Hammond has a letter of intent in applying for a lease on crown property. He was not opposed to a person doing what they want to do if they are legally and able to do that, but if Mr. Hammond doesn't own the land on which they're going to build a 200' thing that goes out and juts into a bay, and they require a lease to do that, then he thought they have a solution to the marina part of this issue. One thing he has learned about politicians, and he respected them, they have a tough job and they have a responsibility to look after their future. They have a responsibility to look after the community that they live in and they can't look after British Columbia. They can only look after what's effecting their immediate lives and there's an area that's here that is crown land that is theirs. They are the taxpayers in this district, in this Municipality, and in this province. It would behoove him if the Minister has the authority to sign that document to lease crown land that is not his if the people are against it. They'll find out who they have to call to try and stop the lease.

Councillor Meade thanked everybody for attending. The Community Council meeting is the last Monday of the month. It will not be going forward in April, but possibly in May.

The meeting adjourned at approximately 10:30 p.m.

Halifax Watershed Advisory Board
Recommendations RE:
Case 00640, Application by Destiny Developments



PO Box 1749
Halifax, Nova Scotia
B3J 3A5 Canada
Attachment G

Western Region Community Council

TO: Western Region Community Council

SUBMITTED BY: _____
Dr. Wayne Stobo, Chair, Halifax Watershed Advisory Board

DATE: June 18, 2004

SUBJECT: **Case 00640: Application by Destiny Developments to enter into a new development agreement to permit 27 townhouse units and a boat docking facility at 7990 Highway 3, being the former site of Colonial Homes Limited in Ingramport (PID 40731606)**

ORIGIN

On May 19, 2004, an application for a development agreement to permit 27 townhouse units, a breakwater, and a 31 berth docking facility in Ingramport was presented to the Board by Ms. Jaime Smith, HRM Planner. The Board formulated its recommendations at its June 16, 2004 meeting. In 1991 a development agreement (DA) was signed to permit a resort/inn, restaurant and marina on the site; it was never built and that DA will have to be discharged when the new proposal is considered by Community Council.

The Watershed Advisory Board appreciates this opportunity to review the Miller's Landing Application and to make the following recommendations which are related specifically to the protection of the receiving waters of St. Margaret's Bay.

RECOMMENDATIONS:

The Board makes the following recommendations:

1. The Planning Strategy for this area requires set-backs from watercourses/waterbodies of only 25 feet, and while the proposal is in compliance with this requirement, the Board routinely recommends set-backs adjacent to marine environments of 30 meters, and recommends that the HRM reconsider that set-back provision for this area as soon as possible.

2. The Board supports the requirement made by the Department of Fisheries and Oceans (DFO) that fish habitat be created at a ratio of 3:1 for that destroyed by the construction of the breakwater and seawall and recommends that requirement be included in the DA. The location and design of the replacement habitat can be left to the discretion of DFO.
3. The Board supports the proponents' intent to prohibit refuelling at the marina and recommends that this prohibition be included in the DA.
4. The Board recommends that the parking area be covered with an impervious surface and the runoff from the parking area(s) be directed to an oil/grit separator before being discharged into the marine environment. This is especially important given the proximity of the parking area(s) to the shoreline.
5. The Board supports the requirements stipulated by NSDE&L related to the sewage treatment plant (STP), and recommends these stipulations be included in the DA:
 - i) tertiary sewage treatment, to be achieved by the installation of a recirculating textile filter system with septic tanks to provide for suspended solids removal before the effluent enters the recirculating filter system.
 - ii) the STP to be operated by a certified wastewater treatment operator, and the septic tanks be checked and pumped annually, since multiple housing units are discharging into this system.
 - iii) the treated sewage effluent to be subjected to UV disinfection.
 - iv) an alarm system to be installed at the recirculating facility of the STP to provide constant monitoring with automatic alerting of failure to the STP operator.
 - v) discharge of the treated sewage effluent into the marine environment to be at a distance from shore sufficient to ensure the water depth at the discharge point is at least one meter below the surface of the water at low tide.
 - vi) the treated effluent from the STP to be sampled quarterly and the reports of the sampling results to be provided to the HRM and Board for review.
6. In addition, the Board recommends that the DA include a provision for remedial action by the proponent if the STP does not function adequately to maintain BOD, TSS, and faecal coliform counts in the released effluent at or below the documented NSDE&L limits of 20 mg/l (BOD and TSS) and 200 colonies per 100 ml sample (faecal coliforms).

BACKGROUND:

This Ingramport property is a fairly narrow strip of land located between St. Margaret's Bay Road and St. Margaret's Bay. It is approximately 70 meters wide, at the widest point with about 420 meters of waterfront. The shoreline is primarily large granite boulders and the proposed building site is about 2 meters above the high water mark.

There is a single watercourse designated by NSDE&L transversing the site. This watercourse originates to the northwest of the site. The watercourse is intermittent in nature and is currently piped across the proposed development site. In addition, its original streambed was altered by

Halifax Watershed Advisory Board
Recommendations RE:
Case 00640, Application by Destiny Developments

the railroad line (now part of the Canada Trails system) and St. Margaret's Bay Road. Culverts allow the watercourse to pass through each of these barriers. The terrain to the northwest of the road and rail line the gradient is quite steep. The proponents wish to replace the piping on the site and re-route the watercourse slightly to achieve this objective. It was the opinion of the Board that this watercourse would not be deemed suitable for fish habitat and no recommendations were warranted related to fish passage.

The proposal is to build five 5-unit townhouses and one 2-unit townhouse adjacent to the shoreline with parking between the townhouses and St. Margaret's Bay Road. The Planning District 1&3 Land Use Bylaw set-back from watercourse provision is only 25 feet, and the proposal adheres to that set-back provision.

The sewage from the townhouse units will be piped to a single sewage treatment plant (STP). The plant system will have a set-back from the high water mark of about 8-12 meters. The STP proposed consists of septic tanks for particulate removal, a recirculating textile packed-bed filter, and UV disinfection. The design features are such that the system is capable of handling 32 units with peak load surges of double the design flow with no reduction of exiting effluent quality. The sewage effluent will be recirculated through the textile filter, on average 5 times. The system is rated as providing tertiary treatment levels. The proposal includes a round-the-clock monitoring system with automatic alerts to monitoring personnel in case of failure. The proponent indicates that NSDE&L has stipulated that a certified wastewater treatment operator oversee the operation, and quarterly sampling of BOD (Biological Oxygen Demand, TSS (Total Suspended Solids) and Faecal coliform counts.

There will be a breakwater constructed of large boulders which will extend roughly 80 meters out into St. Margaret's Bay. The treated sewage effluent will be piped via this breakwater into St. Margaret's Bay. The effluent will be discharged within the breakwater, at a point at which the discharge pipe will be in at least 1 meter below seawater surface level at low tide. The Department of Fisheries and Oceans (DFO) have deemed that the breakwater will destroy fish habitat. In addition, a seawall will be constructed along the shore, but below the high water mark; thus it will destroy fish habitat as well. The DFO have stipulated that the proponent must create fish habitat in the nearby area equivalent to three times that destroyed.

The Marina is intended for the use of the residents only and will consist of floating dock units. The proponent indicated that refuelling will not be permitted; as well there will be no provisions for boats to pump-out on-board septic tanks.

Additional copies of this report, and information on its status, can be obtained by contacting Sheilagh Edmonds, Legislative Assistant, the Office of the Municipal Clerk at 490-6520.

Attachment H

Breakdown of Existing Multi Unit Projects in Planning Districts 1&3

LOCATION	LRIS	ACRES	DWELLING UNITS	UNITS PER ACRE
9 ANTHONY LANE, SEABRIGHT	00515924	3	3	1
NO 3 HWY, HEAD OF ST MARGARETS BAY	00591339	2	4	2
NO 3 HWY, BLACK POINT	40020117	68	16	0.015
19 FOX POINT FRONT RD, HUBBARDS	40021453	1.3	10	7.7
465 CONRADS RD, QUEENSLAND	40023699	1.6	3	1.9
1 FITZGERALD RD, HUBBARDS	40023855	42	7	0.17
8650 PEGGYS COVE RD, INDIAN HARBOUR	40037327	17	10	0.59
3827 ST MARGARETS BAY RD, FIVE ISLAND LAKE	40053068	2	3	1.5
20 DUNCANS LANE, HUBBARDS	40086423	6	3	0.5
6 SCHWARTZ RD, HUBBARDS	40087173	1.2	3	2.5
8436 ST MARGARETS BAY RD, BLACK POINT	40087769	0.8	3	3.8
11250 PEGGYS COVE RD, SEABRIGHT	40230146	0.3	3	3.3
17 JUNIPER PARK RD, HUBLEY	40453334	1	10	10
321 ISLAND VIEW DR, BOUTILLIERS POINT	40461444	1.8	5	2.8



Fisheries and Oceans Pêche et Océans
Canada Canada

Habitat Management Division
Maritimes Region
P.O. Box 1006
Dartmouth, Nova Scotia
B2Y 4A2

Telephone/Téléphone: (902) 426-8105
Fax/Télocopieur: (902) 426-1489

FACSIMILE TRANSMISSION MESSAGE
MESSAGE ENVOYÉ PAR PHOTOTÉLÉGRAPHIE

ADDRESSEE'S NAMES/NOMS DES DESTINATAIRES		FAX/TÉLÉCOPIEUR
To: À	<i>Luc Ouellet</i>	902-490-4406
Subject: Sujet:	<i>CEAA Screening report – marina proposal Ingramport</i>	
Date	March 4, 2005	Pages to follow: 9 Pages à suivre:

From: De:	<i>Tony Henderson (902) 426-7831</i>
--------------	--------------------------------------

Comments/Notes:

Luc,

Please find attached the CEAA screening report concluding the EA process for the proposed marina at Ingramport (Destiny Developments).



Transports Canada / Transport Canada

Decision following a Screening conducted by Fisheries and Oceans Canada pursuant to Section 20 (1) of the Canadian Environmental Assessment Act

Since March 29, 2004, Transport Canada (TC) is responsible for the Navigable Waters Protection Act (NWPA). Under a proposal between TC and Fisheries and Oceans Canada (DFO), the preparation of a screening report required under the Canadian Environmental Assessment Act (CEAA) for a NWPA triggered project, has been delegated to DFO for the transition period starting March 29, 2004 and ending October 1, 2004. This form shall be used to document TC's decision following TC's review of the screening report.

Project: St. Margaret's Bay - Construction of Marina (Destiny Development Inc) File # 8200-91-2067

8200-91-2067

Transport Canada screening decision in accordance with subsection 20(1) of CEAA:

Taking into account any mitigation measures that TC considers appropriate, the project is not likely to cause significant adverse environmental effects: the project may proceed with application of the mitigation measures specified in this report.

The project is likely to cause significant adverse environmental effects that cannot be justified. The project shall not proceed.

The project is referred to the Minister of the Environment for referral to a mediator or a review panel because:

- it is uncertain as to whether the project is likely to cause significant adverse environmental effects; or
- the project is likely to cause significant adverse environmental effects that can be justified; or
- of public concern.

Report reviewed and decision recommended by: [Signature] Date: Feb 1/05

Name - Title: B.W. O'Brien

Decision approved by: [Signature] Date: 2/1/05

Name - Title: Regional Manager - Environmental Affairs

Decision received by: [Signature] Date: Feb 3/05

Name - Title: Superintendent, Navigable Waters Protection Program

Canada

You must comply with all other federal laws, acts, regulations and associated requirements.

You are required to complete your project within three (3) years.

Advise the Regional Operations Centre at (902) 426-6030 or toll free 1-800-565-1633 sufficiently in advance of commencement of work or deploying or removing site markings in order to allow for appropriate Notices to Shipping/Mariners action.

You must install and maintain a "Green Navigational Light having a nominal range of 2 miles at a height of 3 meters above High Water, having a flash characteristic of "Flash 0.5 sec., eclipse 3.5 sec." placed at the southeast end of the proposed breakwater. "

MB (Oz) Smith

Navigable Waters Protection Officer

Navigable Waters Protection Program

Transport Canada, Marine Safety, Atlantic

PROVISION OF ADVICE ON NAVIGATION

FILE INFORMATION:

NWPP File No: 8200-91-2067
Work for NWPA Approval: Construction of a Marina
Applicable NWPA Section: 5(1)
Waterway: St. Margaret's Bay, Halifax County
Province of Nova Scotia
Nearest Community: Ingramport

NAVIGATION:

Overview of Navigation in the Area:

Navigation in the area consists of fishing activities related to Lobster fishing along with gill netting activities associated with Herring and Mackerel harvesting. There is mostly summertime recreational boating that takes place in the vicinity of this location.

Concerns Regarding Navigation:

The Marina which is proposed, is expected to increase the amount of Navigation in the area however, with the conditions associated with the marina approval, it is expected to minimize any interference to Navigation.

Conditions to be Attached to NWPA Approval:

The Owner(s) or person(s) in possession is required to ensure that the following conditions(s) are adhered to:

Construction material and debris are not allowed to become waterborne.

The bed and banks of the waterway are restored to their original contour and the banks are protected from erosion as necessary.

All temporary structures, piles, false works and debris are to be completely removed from the waterway.

Any materials or equipment used in construction are marked in accordance to the "Collision Regulations" of the "Canada Shipping Act" when located on or in the waterway.

Work(s) and associated equipment is to be removed from the waterway at owner's expense, in the event the operation of the work(s) is terminated.

SCREENING CONCLUSION

Conclusion on significance of environmental effects

As per subsection 20(1) of the CEAA, the project is not likely to cause significant adverse environmental effects upon implementation of the mitigation measures.

Conclusion Date: November 2, 2004

Rationale for Conclusion: All potential significant adverse environmental effects can be mitigated. Harmful alteration, disruption or destruction of fish habitat to be compensated for under terms of the Fisheries Act s.35(2) Authorization

Prepared by:  Date: January 25, 2005

Name: Tony Henderson

Title: Habitat Management Officer

Reviewed by:  Date: Jan 27/05


Name: Marci Penney-Ferguson

Title: Section Head, Habitat Management Division

Recommended by:  Date: 28/01/05

Name: Paul Boudreau

Title: Manager, Habitat Management Division

Approved by:  Date: 28/Jan 05

Name: Carol Ann Rose

Title: A/Regional Director, Oceans and Habitat Branch

COURSE OF ACTION: (subsection 20(1) of CEAA)

Note: For NWPA approval or NEBA order, this section should be completed by NWP Staff.

Course of Action:

- a) Fisheries Act Authorization or Approval
- NWPA Approval
- NEBA Order
- b) Proponent proceeds with project
- c) Land Provided for project to proceed
- d) Money Provided for project to proceed
- e) Others:

Approved by: _____ Date: _____

Name: Carol Ann Rose

Title: A/Regional Director, Oceans and Habitat Branch

33. Mitigation Measures:

1. Erosion control structures are to be used, as appropriate, to prevent erosion and the discharge of sediment laden runoff into fish bearing waters.
2. Machinery must be checked for leakage of lubricants or fuel and must be in good working order. Refueling must be done at least 100 m from any water body. Basic petroleum spill clean-up equipment shall be kept onsite during the construction.
3. All spills or leaks shall be promptly contained, cleaned up and reported to the 24 hour environmental emergencies reporting system (1-800-565-1633).
4. Any and all rock fill used in the water must be non- acid producing, non-toxic, free of fines and obtained from an approved non-water source.
5. All areas along the shoreline disturbed by the construction shall be immediately stabilized to prevent erosion.
6. All erosion and sediment control devices shall be inspected and maintained on a daily basis until the project site has been permanently stabilized.
7. All construction vehicles must be equipped with properly functioning noise suppression devices and respect local by-laws concerning hours of operation. Appropriate dust suppression methods are to be employed when required.
8. Cleared and grubbed vegetation must not be burned. Cleared materials shall be re-used where possible or chipped, composted or reused on site.
9. Work shall be scheduled to avoid critical periods for wildlife found in or near the project site.
10. An environmental monitor will oversee all aspects of the project to ensure all mitigative measures are implemented as required.
11. Current best management practices (BMPs) concerning the use of treated wood should be adhered to.
12. Environment Canada advises that the use of creosote or pentachlorophenol (PCP) treated wood 's not recommended in repair, maintenance or new wharf construction due to its likelihood of releasing a deleterious substance into the marine environment.
13. You must have a *"Green Navigational Light having a nominal range of 2 miles at a height of 3 meters above High Water, having a flash characteristic of "Flash 0.5 sec., eclipse 3.5 sec."* placed at the southeast end of the proposed breakwater.

For further details of the terms and conditions of the *Navigable Waters Protection Act* s. 5(1) Approval and *Fisheries Act* s.35(2) Authorization, please refer directly to these documents. Appendix 1, attached to this document, contains the advice on navigational concerns from the NWPP and contains the aforementioned conditions and mitigation. Further details of mitigation can be found in the proponent's environmental screening assessment, dated June 2004. An exemption under s. 5(2) of the *NWPA* has been issued with respect to the compensation plan.

34. Follow-up Program:

No follow-up program is required.

35. Other Monitoring and Compliance Requirements:

Monitoring of the compensation required under the *Fisheries Act* Authorization consists of a three year evaluation of the structures. Surveys, enumeration, video and photographs of the sites shall be reported. Compliance with the approvals issued shall be conducted as warranted by the respective regulators.

ENVIRONMENTAL ASSESSMENT

26. Scope of Project:

The scope of this project includes components related to the marina facility, as described in earlier sections. Of specific mention are the components of the project that impinge directly upon the marine environment, including the footprint of the breakwater, seawall, 2 sets of floating docks, and the wastewater discharge pipe.

27. Scope of Assessment:

The scope of the assessment includes consideration of the factors contained in section 16(1) of the *CEAA*. No additional factors, as per subsection 16(1)(e), were considered. Potential environmental effects of the proposed development on Valued Ecosystem Components (VECs) from both biophysical and socio-economic perspectives have been considered. Spatially, the assessment has been scoped to include the breakwater, seawall, floating docks and placement of the sewage discharge pipe. The upland components of the project have not been scoped into this screening, and are addressed through provincial and municipal processes.

28. Contacts Responses:

Environment Canada - FCR response letter dated March 31, 2004.

Transport Canada - Provision of Advice on Navigation, electronic mail dated October 25, 2004.

29. Public Consultation: Was it considered?

Yes No

A Public Information Meeting was held February 26, 2004 locally at the Black Point Fire Hall. Halifax Regional Municipality requires such meetings when proponents seek Development Agreement in accordance with Municipal Planning Strategies and Zoning.

April 21, 2004, the project proposal was presented to the Halifax Waters Advisory Board.

Advertisement in two local papers, and the Canada Gazette, as required for the NWPP approval process (September 2001).

30. Summary of public comments/concerns and significance:

No comments were received as a result of the NWPP advertisement in September 2001. One letter of concern was received in October 1991, as a result of the prior developer/owner pursuing approvals for the proposal.

Minutes from the Public Information Meeting held February 26, 2004 are detailed in the Environmental Screening Report. The majority of comments concerned issues relating to the upland residential development, particularly, the density of housing, impacts to property values, groundwater and wells, and sewage/septic discharge. The primary concerns relating to the scope of this assessment focused on the impacts to the lobster fishery, the recreational/bait fishery of mackerel, and salmon/sea-run trout. There were also concerns about noise and light pollution. These concerns have been addressed by the consultant. The mitigation, including compensation for impacts to fish and lobster habitat, proposed by the proponent, in conjunction with the requirements/conditions to be imposed through the NWPA approval, the Fisheries Act Authorization, and provincial and municipal approvals address the significance of these potential issues. Please see the mitigation measures of this report.

31. Alternatives to the Project that were considered:

Alternatives have been considered, resulting in the scaled back size and extent of the project. A plan to construct beaches along the property was abandoned.

32. Environmental Effects and Significance:

Impacts to navigation are such that an approval is required under the NWPA. Conditions attached to that approval shall be used to mitigate the significance of these impacts.

It should be noted that the impact to fish habitat has been determined to require the authorization of the harmful alteration, disruption or destruction of fish habitat. A *Fisheries Act* s.35(2) Authorization is necessary. Compensation has been agreed upon and consists of the placement of forty concrete structures designed to provide habitat opportunities for lobster. Monitoring of these structures, for three years, is included as part of the compensation plan.

Freshwater

Two watercourses flow across the site from the upland side of the highway (route 3) via culverts. Both watercourses are narrow, about 30 cm and shallow; flowing around cobble and gravel in poorly defined channels. There is no access or habitat for diadromous fish. The Ingram River supports various diadromous fish populations. Fish species captured during electrofishing surveys include American eel (*Anguilla rostrata*), Atlantic salmon (*Salmo salar*), and brook trout (*Salvelinus fontinalis*). Non-diadromous fish include white sucker (*Catostomus commersoni*) and yellow perch (*Perca flavescens*). The river is not in the DFO stock status report for Atlantic Salmon populations.

16. Trigger:
Law List

17. Rationale for Trigger:

Construction of the marina facility requires significant components to be placed below the ordinary highwater mark that will pose a significant interference to navigation.

18. Legislation & Sections:

Navigable Waters Protection Act, s 5(1)

19. Lead RA: Transport Canada - Navigable Waters Protection Program

20. Other RAs:

Fisheries and Oceans Canada – Fish Habitat Management Program

21. CEEA Trigger:

Fisheries Act s.35(2)

22. Expert Federal Authorities:

Environment Canada

23. Area(s) of Interest:

Migratory birds, deleterious substances.

24. Internal DFO contacts:

Area/RHQ Habitat Management

Navigable Waters Protection Program

Small Craft Harbours

Realty

Science (other than Habitat Management)

Canadian Coast Guard (other than Navigable Waters Protection Program)

Enforcement (Fishery Officer)

Aboriginal Fisheries Section

Aquaculture

Fisheries Management (other than above)

Other:

25. Other Federal Agencies and Provincial/Regional/Municipal Governments Consulted:

Federal Agencies (Identify specific agencies): Environment Canada

Provincial Agencies (Identify specific agencies): Nova Scotia Department of Natural Resources

Regional/Municipal Governments: Halifax Regional Municipality

Interagency Review Processes
(Identify specific committees):

First Nations:

Non-Government Organizations:

Public:

Other:

Construction

Construction start date for the water related work activities is dependent on the completion of the environmental assessment process. It is anticipated to be completed within 6 months. Construction of the upland portions of the project (i.e., multi-unit residences and wastewater treatment facility) will commence in early spring and be completed within 2 years.

Operation

Activity at the marina will be limited to the provision of berths. No service or storage areas are proposed. Any maintenance of boats or equipment will have to take place at appropriate facilities off-site. Sewage and bilge pump out facilities may be found at the local yacht club. The boat ramp will permit entry and removal of small tenders and similar boats for residents of Millers Landing. The wastewater system provides tertiary treatment level, with the effluent exceeding the Nova Scotia Department of the Environment and Labour's requirements for deposition into rivers/estuaries, for BOD, TSS and faecal coliform.

Decommissioning

The project is a permanent installation, with no plans for abandonment. However, any dismantling or disposal of material from the site will be done in an appropriate manner, using approved disposal sites or methods.

14. Locations Details:

Webber Cove, St. Margaret's Bay, near Ingrauport, Halifax Regional Municipality, Nova Scotia
Marine, Latitude 44°39'44", Longitude 063°58'04"

15. Environmental Description:

This development is located along Highway 3, in or near the community of Ingrauport in St. Margaret's Bay, Nova Scotia. The proposed marina site is located on the western shore of Webber Cove at the Head of St. Margaret's Bay. Webber Cove is an estuarine environment with the influence of freshwater from the Ingram River.

The surficial geology of the general area is characterized by surface soils and subsoils of brown sandy loam over strong brown sandy loam. The parent material is pale brown coarse sandy loam till derived from granite. The intertidal zone substrate is composed of unconsolidated granite and consists of cobble and boulders with coarse interstitial sand. This feature continues into the sub tidal zone. Many of the rocks in the lower intertidal zone are covered with *Fucus vesiculosus* and *Aschophyllum nodosum*. The abundance of the later seaweed species is an indicator that the area is sheltered from wave action and subject to regular salinity fluctuations. There was a subsurface survey done for the proposed footprint area of the breakwater and the floating docks. The substrate continues with the same theme of boulders and cobbles but there is a greater proportion of sand as one proceeds outward into the Bay. Benthic invertebrates observed include sea stars (*Asterias* spp.), mussels (*Modiolus modiolus* and *Mytilus edulis*), rock crabs (*Cancer irroratus*), and hermit crabs.

Marine fish species likely present in and around the Bay include Atlantic mackerel (*Scomber scombrus*), Atlantic herring (*Clupea harengus harengus*), Atlantic saury (*Scorpaenopsis saurus*), northern pipefish (*Syngnathus fuscus*), fourbeard rocklings (*Enchelyopus cimbrius*), Atlantic Cod (*Gadus morhua*), pollack (*Pollachius virens*), cunner (*Tautoglabrus adspersus*), Atlantic wolffish (*Anarchias lupus*), daubed shanny (*Lumpeus inaculatus*), radiated blenny (*Ulvaria subbifurcata*), ocean pout (*Macrizoarces americanus*), butterfish (*Peprilus triacanthus*), Atlantic sea raven (*Hemitripterus americanus*), grubby (*Myoxocephalus aeneus*), longhorn sculpin (*Myoxocephalus actodecemspinosus*), shorthorn sculpin (*Myoxocephalus scorpius*), lumpfish (*Cyclopterus lumpus*), Atlantic seasnail (*Liparis atlanticus*), witch flounder (*Glyptocephalus cynoglossus*), and winter flounder (*Pseudopleuronectes americanus*).

Fisheries

Commercial fisheries in Webber Cove are limited to lobster (*Homarus americanus*) and mackerel (*Scomber scombrus*). Eels are fished commercially in the nearby Ingram River. There is no known ground-fish fishery in the cove. There is no known native fishery in the area. The recreational fishery in the cove is small and limited primarily to mackerel.

Special listings

Atlantic cod and Atlantic wolffish are federally listed as Species of Special Concern (COSEWIC 2003). Atlantic salmon (*Salmo salar*) are listed at risk and brook trout (*Salvelinus fontinalis*), are listed as sensitive (NSDNR 2002).

**FISHERIES AND OCEANS
CANADIAN ENVIRONMENTAL ASSESSMENT ACT (CEAA)
SCREENING ENVIRONMENTAL ASSESSMENT REPORT**

COPY

GENERAL INFORMATION

<p>1. EA Title: St. Margaret's Bay @ Ingramport - Marina Construction</p> <p>2. Referral Receive Date: June 15, 2001</p> <p>4. HRTS Ref/File No.: 01-HMAR-MA8-000-000196</p> <p>6. DFO File No.: 8200-91-2067</p> <p>8. Other No.:</p>	<p>3. EA Start Date: January 12, 2004</p> <p>5. CEAR No.: 04-01-708</p> <p>7. Provincial File No.: 01-N8-149</p>
<p>9. Proponent: Mr. Greg Hammond Destiny Development Incorporated 7105 Chebucto Road, Suite 100 Halifax, NS B3L 4W8</p>	
<p>10. Other Contacts (Proponent, Consultant or Contractor): Ms. Sue Belford Jacques Whitford Environment Limited 3 Spectacle Lake Drive Dartmouth, NS B3B 1W8</p>	
<p>11. Role: Preparation of environmental assessment on behalf of the proponent.</p>	
<p>12. Source: Received from Nova Scotia Department of Natural Resources.</p>	
<p>13. Description: The overall project proposed by Destiny Development Inc, called Millers Landing, consists of a multi-unit residential development, 17 total dwellings, with a marina facility accommodating approximately 31 berths. A sewage treatment facility is also proposed for the development.</p> <p>The marina facility consists of the following components:</p> <p><u>1) Breakwater</u> The breakwater is L shaped, extending 230 feet perpendicular to shore at the low tide mark with a 42 foot inside dogleg at a right angle. Boulder, stone and rock material used to build the breakwater will range in size up to 2 tons. The surface of the breakwater will be 16 feet wide, and flaring at depth to provide stability. The breakwater width at the sea floor will be 32 feet.</p> <p><u>2) Seawall</u> The seawall will extend for approximately 370 feet parallel to the shore, and will be constructed at the mid-tide water mark. The approximate width of the wall is 30 feet. The top deck of the seawall will be set over 3 feet above the high water mark. The outer face will be constructed from large armour stone to form a retaining wall. The seawall structure will be back-filled with smaller filter stone and rock. A cap of topsoil and sod beside a centre boardwalk will be placed on the seawall.</p> <p><u>3) Floating docks</u> Two sets of floating docks will be anchored to the seawall, inside the breakwater. The first set of floating docks will only have berths on one side and extends out 180 feet, the second set will extend approximately 140 feet. The docks will be constructed with wooden framing, and the decks and ramp of wolmanized lumber. Steel hardware will be galvanized. Rigid polystyrene insulation will provide floatation under the docks, contained within the structure. Nine vertical pipes will be set into the seabed and attached to the docks to provide positioning support.</p> <p><u>4) Boat launch</u> An existing boat launch, approximately 20 feet wide, will be maintained.</p> <p>An additional component of the facility required below the highwater mark is the effluent discharge pipe from the wastewater treatment system. It will be submerged and embedded within the breakwater, at a depth of no less than 30 feet at low tide.</p>	



Fisheries and Oceans
Canada

Pêches et Océans
Canada

Attachment J

P.O. Box 1035
Dartmouth, Nova Scotia
B2Y 4T3

Your file Votre référence

SEP 30 2005

Our file Notre référence

01-HMAR-MA8-000-000196

Mr. Greg Hammond
Destiny Development Incorporated
7105 Chebucto Road, Suite 100
Halifax, Nova Scotia
B3L 4W8

Dear Mr. Hammond:

RE: Amendment of *Fisheries Act* Subsection 35(2) Authorization – Proposed Marina Construction in Webber Cove, St. Margaret's Bay at Ingramport, Halifax Regional Municipality, Nova Scotia

The Department of Fisheries and Oceans is hereby amending the Authorization issued January 31, 2005 pursuant to Subsection 35(2) of the *Fisheries Act*, for the infilling of five hundred and fifty-one (551) square meters of fish habitat in Webber Cove, at Ingramport, Nova Scotia.

Please note that this amendment to Authorization 01-HMAR-MA8-000-000196 only applies to Section 35 of the *Fisheries Act* and does not release the proponent from the requirements of any other federal, provincial, or municipal legislation.

This amendment and authorization form shall be held on site and work crews shall be made familiar with the conditions attached. If you require further information or clarification, please contact Tony Henderson at (902) 426-7831.

Yours sincerely,

Neil A. Bellefontaine
Regional Director-General
Maritimes Region

Attachment

cc. T. Henderson
 T. Wheaton

Canada





**AUTHORIZATION FOR WORKS OR UNDERTAKINGS AFFECTING FISH HABITAT /
AUTORISATION POUR DES OUVRAGES OU ENTREPRISES MODIFIANT
L'HABITAT DU POISSON**

AMENDMENT

01-HMAR-MA8-000-000196
Authorization No./N° de l'autorisation

**Authorization issued to:
Autorisation délivrée à :**

Name: Destiny Development Incorporated

Attention: Mr. Greg Hammond

Address: 7105 Chebucto Road, Suite 100
Halifax, Nova Scotia
B3L 4W8

Telephone: (902) 446-1975

Facsimile: (902) 446-1977

Location of Project/Emplacement du projet

Webber Cove, St. Margaret's Bay, near Ingramport, Halifax Regional Municipality, Nova Scotia
7990 St. Margaret's Bay Road, Highway #3
Latitude 44°39'44", Longitude 063°58'04"

Valid Authorization Period/Période de validité

From/De: September 20, 2005

To/À: November 30, 2007

**Description of Works or Undertakings (Type of work, schedule, etc.)
Description des ouvrages ou entreprises (Genre de travail, calendrier, etc.)**

This amendment to the original Authorization issued January 31, 2005 is issued to reflect changes in the design of two components of the marina. The seawall component of the previous design has been eliminated and a wharf/boardwalk structure proposed. The second change calls for submerged openings to be placed in the breakwater, allowing for the exchange of water through the structure and along the shore. The footprint of the project resulting in the loss of fish habitat has been reduced to five hundred and fifty-one (551) square meters.

**AUTHORIZATION FOR WORKS OR UNDERTAKINGS AFFECTING FISH HABITAT /
AUTORISATION POUR DES OUVRAGES OU ENTREPRISES MODIFIANT L'HABITAT
DU POISSON**

AMENDMENT

01-HMAR-MA8-000-000196
Authorization No./N° de l'autorisation

The project proposed by Destiny Development Incorporated consists of a marina facility accommodating approximately 31 berths. A multi-unit residential development with sewage treatment facility is also proposed as part of the upland development.

The marina facility consists of the following components:

1) Breakwater

The breakwater is L shaped, extending 230 feet perpendicular to shore at the low tide mark with a 42 foot inside dogleg at a right angle. Boulder, stone and rock material used to build the breakwater will range in size up to 2 tons. The surface of the breakwater will be 16 feet wide, and flaring at depth to provide stability. The breakwater width at the sea floor will be 32 feet. Submerged openings in the structure will be constructed to permit the flow of water and tidal movements.

2) Wharf/Boardwalk

An open-pile structure with wooden deck will be built as a wharf/boardwalk extending over the existing shoreline to approximately the mid-tide mark. No infilling will be required for this component of the marina. Piles will be driven. Treated lumber will be used to construct the wharf/boardwalk. The approximate length of this structure is 370 feet. The top deck of the boardwalk will be set over 7 feet above the high water mark.

3) Floating docks

Two sets of floating docks will be anchored to concrete piles constructed at the mid-tide mark, within the breakwater. A suspended boardwalk will bridge the intertidal space. The first set of floating docks will only have berths on one side and extend out 180 feet; the second set will extend approximately 140 feet. The docks will be constructed with wooden framing, and the decks and ramp of wolmanized lumber. Steel hardware will be galvanized. Rigid polystyrene insulation will provide floatation under the docks, contained within the structure. Nine vertical pipes will be set into the seabed and attached to the docks to provide positioning support.

4) Boat launch

An existing boat launch, approximately 20 feet wide, will be maintained for use with smaller vessels.

An additional component of the facility required below the highwater mark is the effluent discharge pipe from the wastewater treatment system. It will be submerged and embedded within the breakwater, at a depth of no less than 30 feet at low tide.

The habitat is good quality with relatively high species diversity and richness. The infilling required of the breakwater is expected to have a localized effect, as the marine substrate will be covered over and rendered unavailable. An estimated surficial area of approximately 551 m² (6,865 ft²) of marine habitat will be lost, and require habitat compensation.

**AUTHORIZATION FOR WORKS OR UNDERTAKINGS AFFECTING FISH HABITAT /
AUTORISATION POUR DES OUVRAGES OU ENTREPRISES MODIFIANT L'HABITAT
DU POISSON**

AMENDMENT

01-HMAR-MA8-000-000196
Authorization No./N° de l'autorisation

This Authorization is restricted to the harmful alteration, disruption or destruction (HADD) of fish habitat resulting from the works or undertakings set out above. The works or undertakings shall be completed in the respective time periods as set out above under the heading 'Valid Authorization Period'. Compensation works, required to offset the HADD, are also included within the scope of this Authorization.

Conditions of Authorization/Conditions de l'autorisation

1. The conditions of this authorization notwithstanding, should the above works or undertaking, due to weather conditions, different soil or other natural conditions, or for any other reason, appear, in the opinion of the Department of Fisheries and Oceans (DFO) likely to cause greater impacts than the parties previously contemplated, then DFO may direct the Proponent, and its agents, and contractors, to suspend or alter works or other activities associated with the project, to avoid or mitigate adverse impacts to fisheries resources. DFO may also direct the Proponent and its agents, and contractors, to carry out at the Proponent's expense any works or activities deemed necessary by DFO to avoid or mitigate further adverse impacts to fisheries resources. In circumstances where DFO is of the view that greater impacts may occur than were contemplated by the parties DFO may also modify or rescind this authorization. If the authorization is to be changed the Proponent will be given an opportunity to discuss any proposed modifications or rescission.
2. Conditions that relate to the proponent's plan:
 - 2.1. The proponent confirms that all plans and specifications relating to this authorization have been duly prepared and reviewed by appropriate professionals working on their behalf. The proponent acknowledges that they are solely responsible for all design, safety and workmanship aspects of all works associated with this authorization.
 - 2.2. The construction must comply with those criteria as identified within this Authorization. The harmful alteration, disruption, or destruction of fish habitat other than that specifically identified within this Authorization is not permitted.
 - 2.3. Works will be conducted following the practices outlined in the following:
 - 2.3.1. Application for Authorization for Works or Undertakings Affecting Fish Habitat, December 19, 2003.

**AUTHORIZATION FOR WORKS OR UNDERTAKINGS AFFECTING FISH HABITAT /
AUTORISATION POUR DES OUVRAGES OU ENTREPRISES MODIFIANT L'HABITAT
DU POISSON**

AMENDMENT

01-HMAR-MA8-000-000196
Authorization No./N° de l'autorisation

- 2.3.2. Environmental Screening Assessment for a Proposed Marina Development – Millers Landing in Ingramport, St. Margaret's Bay, NS. Prepared for Destiny Development by Jacques Whitford Environmental Limited, dated June 2004, Project # NSD18405 including all figures therein.
 - 2.3.3. Department of Fisheries and Oceans, Screening Report. Prepared by Mr. Tony Henderson, Habitat Management Officer, dated January 25, 2005.
 - 2.3.4. The Policy for the Management of Fish Habitat, DFO (1986).
 - 2.3.5. Millers Landing Habitat Compensation Plan, signed and dated January 18, 2005.
 - 2.3.6. Revised plan drawing dated September 2, 2005 (drawing No. W03280209, version 2.9), titled Miller's Landing, Terrain Group.
 - 2.3.7. Revised profile drawing dated September 6, 2005 (Drawing No. SK-1455-1), titled Ingramport Wharf, Destiny Developments, Typical Cross Section, O'Halloran Campbell Consultants Ltd.
3. To mitigate for the potential harmful alteration, disruption, or destruction of fish habitat, the following shall be implemented:
- 3.1. All mitigation described within the Environmental Screening Report for the construction and operation of a marina in the community of Ingramport, Nova Scotia, prepared by Mr. Tony Henderson, Habitat Management Officer, Maritimes Region, DFO, dated January 25, 2005.
 - 3.2. All mitigation described within the Environmental Screening Assessment for a Proposed Marina Development – Millers Landing in Ingramport, St. Margaret's Bay, NS, prepared by Jacques Whitford Environmental Limited, dated June 2004.
 - 3.3. Mitigation for the sewage treatment facility described in Appendix A – Orenco's Advantex wastewater treatment system - of the Environmental Screening Assessment for a Proposed Marina Development – Millers Landing in Ingramport, NS.
 - 3.4. The Proponent will ensure that all persons involved with the project are aware of the terms and conditions of this authorization and will comply with them.

**AUTHORIZATION FOR WORKS OR UNDERTAKINGS AFFECTING FISH HABITAT /
AUTORISATION POUR DES OUVRAGES OU ENTREPRISES MODIFIANT L'HABITAT
DU POISSON**

AMENDMENT

01-HMAR-MA8-000-000196
Authorization No./N° de l'autorisation

- 3.5. The shoreline and any approach slopes, disturbed by any activity associated with the proposed work shall be permanently restored and stabilised as soon as possible following initial disturbance.
- 3.6. The proponent must arrange an onsite pre-construction meeting with the Area Habitat Coordinator for Southwest Nova, Mr. Thomas Wheaton (902- 527-5597), to review the conditions of this authorization.
- 3.7. Any changes identified during the pre-construction meeting, which will alter any of the conditions of this authorization and/or modifications of supporting documents and plans will require the specific written approval of the DFO's Fish Habitat Management Program, prior to the commencement of any construction onsite.
4. Conditions that relate to the compensation for the loss of five hundred and fifty-one (551) square meters (m²) of fish habitat – the following shall be implemented:
 - 4.1. The proponent shall satisfy the commitment to provide compensation for the loss of fish habitat, as described in the Millers Landing Compensation Plan, signed and dated January 18, 2005.
 - 4.2. Forty lobster shelters, as designed by Jacques Whitford Environmental Limited, patent pending, shall be placed in two locations within the area of Webber Cove, St. Margaret's Bay.
 - 4.3. All compensation work shall be completed to the DFO's Fish Habitat Management Program's satisfaction by November 30, 2007.
 - 4.4. The proponent is required to submit to Habitat Management Division, an 'as-built' report within 90 days of implementation of the fish habitat compensation measures. The 'as built' report must confirm the dimensions of the alteration; provide an outline of the construction methodology, summary of the mitigation and monitoring, details on the implementation of the fish habitat compensation measures and provide dated photographs of the completed project and completed compensation project.
 - 4.5. The proponent shall submit monitoring reports to the Fish Habitat Management Program, due the 31st day of October each year of the three year monitoring plan, commencing the year in which the structures are placed. The monitoring reports should include the following elements: effectiveness of the habitat compensation measures, enumeration of lobster, identification of species colonized/recruited, measures of epilithic growth on the lobster shelters, video and photographic records.

**AUTHORIZATION FOR WORKS OR UNDERTAKINGS AFFECTING FISH HABITAT /
AUTORISATION POUR DES OUVRAGES OU ENTREPRISES MODIFIANT L'HABITAT
DU POISSON**

AMENDMENT

01-HMAR-MA8-000-000196
Authorization No./N° de l'autorisation

- 4.6. All monitoring reports are to be submitted to the Habitat Management Division, Maritimes Region, at the following address:

Habitat Management Division
Department of Fisheries and Oceans
P.O. Box 1006
Dartmouth, NS B2Y 4A2

Attention: Tony Henderson

5. Written notification of the commencement of any works or undertakings related to this project shall be provided to the DFO's Fish Habitat Management Program two weeks prior to the initiation of these works or undertakings. The contact phone number for Tony Henderson, Regional Office for the HMD on this file is (902) 426-7831. The local Area Office contact for this project is Mr. Thomas Wheaton, Area Habitat Coordinator for the Fish Habitat Management Program is (902) 527-5596.
6. Any deviation from the approved documents and plans, the construction schedule, the mitigation measures or the compensation plans stated above must be discussed and approved in writing by the Fish Habitat Management Program prior to implementation.

**AUTHORIZATION FOR WORKS OR UNDERTAKINGS AFFECTING FISH HABITAT /
AUTORISATION POUR DES OUVRAGES OU ENTREPRISES MODIFIANT L'HABITAT
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AMENDMENT

01-HMAR-MA8-000-000196
Authorization No./N° de l'autorisation

The holder of this authorization is hereby authorized under the authority of Section 35(2) of the *Fisheries Act*, R.S.C., 1985, c. F. 14, to carry out the work or undertaking described herein. This authorization is valid only with respect to fish habitat and for no other purposes. It does not purport to release the applicant from any obligation to obtain permission from or to comply with the requirements of any other regulatory agencies.

Failure to comply with any condition of this authorization may result in charges being laid under the *Fisheries Act*.

This authorization form should be held on-site and work crews should be made familiar with the conditions attached.

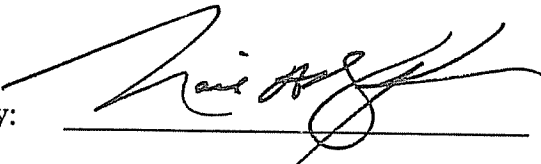
Le détenteur de la présente est autorisé en vertu du paragraphe 35(2) de la Loi sur les pêches, L.R.C. 1985, ch. F. 14, à exploiter les ouvrages ou entreprises décrits aux présentes. L'autorisation n'est valide qu'en ce qui concerne l'habitat du poisson et pour aucune autre fin. Elle ne dispense pas le requérant de l'obligation d'obtenir la permission d'autres organismes réglementaires concernés ou de se conformer à leurs exigences.

En vertu de la Loi sur les pêches, des accusations pourront être portées contre ceux qui ne respectent pas les conditions prévues dans la présente autorisation.

Cette autorisation doit être conservée sur les lieux des travaux, et les équipes de travail devraient en connaître les conditions.

Date of issuance: 29/9/05

Approved by: _____


Neil A. Bellefontaine
Regional Director-General
Maritimes Region

Miller's Landing proposal/Ingramport & water lot lease

Case 00640

10 Meisners Point Road Ingramport Nova Scotia B3Z 3Z5

April 20, 2005

Councillors Steve Adams, Gary Meade, Reg Rankin
Sent by fax: c/o Leanne 490-4122, 2 pages

Luc
Ouellet

Subject: Miller's Landing proposal/Ingramport & water lot lease
Case 00640

Dear Councillors Adams, Meade and Rankin,

I am writing to ask you to vote "no" regarding the proposal for Miller's Landing in Ingramport when the issue comes to Western Community Council.

That this land can be commercialized is an anathema to why people chose to live in this area and choose to live without city services – we do not want the area to look like Clayton Park or the city. We came to the area to raise our children with a high respect for nature and this is no place for that scale of development. I think most residents would agree zoning should be single family residential and have few concerns if a couple of houses were built, but this is most definitely not the place to abuse the land, water and the wishes of local residents, and to gain your tax revenues.

The economic interests of a few do not outweigh the stewardship you must exhibit in preserving the land and interests of the people. Those who work in politics, the planning office, or as "developers" have finite terms – it is the local residents who are concerned with the future in such issues as keeping a commercial marina out of this bay and in keeping the landscape as a residential community in scale. At a vote the night of the most recent meeting on April 13, 2005, for which Gary Meade was present, all voted against the proposal, (Gary Meade and Luc Ouellet not voting) with 1 abstention. The two votes for the proposal were from the two people representing the proposal.

Residents' questions were most definitely not addressed or answered at either this or the February 2004 meeting and they remain: the concern for pollution and overuse of the bay with leased and transient marina users who have no interest in protecting the bay, significant noise and road traffic, light pollution, sightline domination, commercialization, sewage, and setting a precedent. It was also abhorrent the presentation at the Feb/2004 meeting neglected to mention the inclusion for a 50 seat restaurant and 30 seat bar which residents first heard that at the latter meeting. That was just one more indication of serious flaws in this process.

The process of this proposal, with an outstanding development agreement from 14 years ago is also highly suspect and illogical – that residents are being held blackmail is shocking. How is it possible this proposal – a meeting to which 18 residents were invited (and 2 you have listed in the 1991 minutes are opposed) – can be outstanding (legally or morally) especially when the HRM advertises it is engaged in the *Healthy Growth Strategy* and promotes its Vision and Guiding Principle?

At that February 2004 meeting, the residents trusted those in responsible positions to do the right thing and not jump at the whim of developers. It was more than disappointing to hear the community's concerns were disregarded, you considered the myriad concerns addressed, and that you are ignoring our continued distress and intend to ram this alarming and inappropriate 1991 proposal into this area if the current one is mercifully not passed.

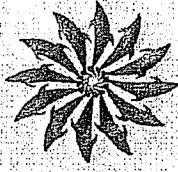
For the sake of the future, please do not recommend this water lot lease or proposal be granted. Please also schedule a legal and forensic review of the outstanding DAs from 1991 and 1995 – that any DAs can be valid in this sustainable building environment is appalling.

Sincerely,

Cynthia Martin

c.c. Mayor Peter Kelly, sent by fax 490-4012
Luc Ouellet, Planner I, HRM, sent by fax 490-4406

HEART OF THE BAY



St. Margaret's Bay Stewardship Association

April 25th, 2005

Mr. Luc Ouellet
Planner I
Halifax Regional Municipality
Planning and Development Services
6960 Mumford Road
Halifax, N.S.
B3L 4P1



By Fax: 490-4645

RE: Case #: 00640

Dear Mr. Ouellet,

The Stewardship Association has been deluged with comments and questions about the above application.

Land-based Development

Does the application include the restaurant and lounge or not? As you said on the phone, if it does it would appear that the applicant "would have to go back to square one for approvals." If not, then discussion of these ancillaries is academic. Consequently, this letter will deal only with residents' preliminary questions regarding the 17 condos alone, though at the end I will touch on the proposed marina, breakwater, and sewage effluent pipe, as these water-based elements are so entwined with the overall development concept.

Local residents point to serious fresh water supply and water quality issues in the immediate area. They are deeply concerned about the density and high demand of the proposed development. Were the neighbors consulted by the developer's agents? Wouldn't their past experiences be helpful in anticipating problems? While for the moment no hydro-geological study is required, are you satisfied that no water problems will arise? Is it possible, for example, that high demand on an aquifer that close to the Bay might cause the infiltration of salt water? What guarantees can be offered the neighbors, and can HRM itself be shielded from repercussions should the water supply fail? As suggested to Council Tuesday with the submission of HRM's Draft Regional Plan, as a municipality we must implement better water use planning. Ingrandport may be a very good place to start.

Is it your opinion as a planner, Mr. Ouellet, as detailed in the Municipal Planning Strategy for Districts 1 & 3, that the "scale" of the development is "compatible with surrounding land uses?" On 4.6 acres Destiny plans five three unit, three-story dwellings, and one two unit three-story dwelling – many times the density of anything else on the Bay including downtown Hubbards and Tantallon. This issue seems to lie at the heart of residents' concerns. The new Regional Plan might encourage such density in Tantallon, but not six miles down the road in Ingramport. After the community consultations slated for this summer and the adoption of the new Regional Plan next fall, and after more consultations and the drafting of a new Secondary plan for the Bay, such density provisions may be made, but residents' interpret the Strategy currently in force to say that the "scale" is not in keeping with the area, and they do not want such precedents set before the new Plans have gone through due process. We would welcome Destiny and other developers to join us in this planning dialogue. We would learn from their experience and value their input.

Regarding setbacks, residents noted that the Watershed Advisory Board's recommendations to Destiny last year said: "The Planning Strategy for this area requires set-backs from watercourses/waterbodies of only 25 feet, and while the proposal is in compliance with this requirement, the Board routinely recommends set-backs adjacent to marine environments of 30 meters, and recommends that the HRM reconsider that set-back provision for this area as soon as possible." Such a requirement was debated by Council as recently as yesterday. Clearly setback rules are about to change. Would it be prudent to approve a DA based on old rules while new ones are in the very process of being changed? Over and above the environmental setbacks recommended by the WAB, are there in your opinion, sufficient setbacks between the high density proposed and the surrounding land use?

The WAB made a number of other recommendations for last year's application. Were they all met to your satisfaction; e.g., parking surface? The current application has not been reviewed by the WAB. Considering the dramatic differences between this year's and last's, shouldn't it be? We must rely on your good judgement in these matters, Mr. Ouellet. Despite the residents' considerable professional credentials in both the legal and environmental fields, they cannot review the application in detail as the details will not be available until your report is submitted to Council. Then, once the "set date" is accomplished, they might have as little as two weeks to review the entire package – quite the challenge.

Marina

In our phone conversation I believe you said that as the marina was below high water it had no bearing on your report to Council; however, the sewage effluent pipe, integrated as it is into the proposed breakwater, seems to link the two elements, marina and condos. Further, the marina was a key element detailed in your "Proposal Fact Sheet" distributed and pitched at the Public Information Session. Lastly, does not the financial viability of the proposed development rest largely on its marina? 17 condos with no marina might be a tough sell. 17 condos each with a free berth sounds marketable. However, it appears that the marina and its required water lease are currently stalled at the DNR. The department wants to take "a much closer look" at what is being proposed before they issue the water lot lease. Perhaps it would be prudent to follow a similar course with the land-based development.

Suffice to say, without going into great detail on a matter which is admittedly not within your purview, the DFO has released to residents their Screening Report as well as subsection 35(2) Fisheries Act Authorization. Issues are surfacing. For example, the 3:1 HADD compensation appears to be based on technology which is still being tested. In fact, it seems that the proposed Ingramport compensation may actually be part of that test and that the very company which did the EA is currently applying for a patent on the technology which is to be tested.

As with the land based application, there are a number of procedural questions regarding the proposed marina, seawall, and effluent pipe as well. For example, in the DFO and Transport applications the marina was stated to be for the use of residents only, and yet at the Public Information Session at Black Point it was clearly stated that almost half the berths were to be open for rent to anyone. Likewise for the launch -- is it to be private as stated to the DFO, or public as suggested at the Information Session?

In trying to read through the Screening Report and the Authorization to figure out what might have been in the EA, there seem to be serious contradictions and inconsistencies regarding fish habitat, resident species, commercial fish practices, etc. The residents' environmental working group are scheduling a meeting with DFO seeking clarification on these matters and are applying under the Access to Information Act for the reports which substantiate the Screening Report, the Navigable Waters permit, and the Authorization; e.g., the Jacques Whitford EA commissioned by the proponent.

In sum, Mr. Ouellet, despite the residents' lack of detailed knowledge about the proposal, and the looming, limited two week window for their review of your report and its various appendices, they are working hard to assess the situation and find a workable solution.

The Stewardship Association looks forward immensely to the release of all the information and hope we can be of service to residents, you, other regulatory agencies, and to the proponent so that a workable solution can be found. Surely a profitable and fitting development can be devised which will meet everyone's expectations. Thanks for your patience and advice. We will definitely keep you in the loop as information comes to light and trust that you will be able to do the same.

Yours,

Geoff Le Boutillier

Cc: Mayor Peter Kelly
Councillor Gary Meade
Councillor Reg Rankin
Councillor Steve Adams

April 28, 2005

Mr. Luc Ouellet
Planner I
Halifax Regional Municipality
Planning and Development Services
6960 Mumford Road
Halifax, Nova Scotia
B3L 4P1

BY FAX: 490-4645

RE: INGRAMPORT HOUSING AND MARINA DEVELOPMENT BY DESTINY DEVELOPMENTS. Case #: 00640

Dear Mr. Ouellet,

I am writing as a concerned resident of the Ingramport area regarding the proposed housing and marina development. In particular, having reviewed the following documents that I have been able to access, I find a number of incongruencies that draw into question the validity of some of the environmental screening assessments. These documents include:

1. DFO Screening Report
2. DFO Authorization for Works or Undertakings Affecting Fish Habitat
3. Millers Landing Habitat Compensation Plan
4. Western Region Community Council Halifax Watershed Advisory Board (HWAB) Report of June 18, 2004 concerning water issues surrounding the development

Firstly, it was my understanding from the public meeting on April 14 of this year (and from document 4), that the marina is for the use of the residents of the development only. If this is the case there are 31 berths for 17 homes, which seems excessive. The DFO Screening Report states that "the local yacht club" can pump out sewage and bilges from the boats. I know of no such facility, which means that with the current lack of holding tanks on boats, their sewage will likely be discharged at the marina. In addition, leaking oil, gasoline and diesel from the boats is inevitable. Furthermore, the decks of the floating docks are to be made of wolmanized lumber (containing the arsenic preservative - CCA - that is a cancer risk). In 2001, the EPA recommended to the wood-treatment industry that production of such wood be phased out and in 2003 production was halted in the USA. Alternatives containing ACQ are recommended.

Secondly, the finger slips could pose a navigational hazard when the slips are removed in the fall. If they are the same as those usually installed, the slips are held in place by a cement weight attached to a metal rod by an eye bolt. These rods are 1 to 3 feet below the water depending on the tide. When the slips are removed they don't sink the metal rods

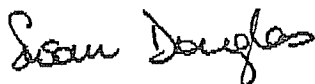
and the fishing boats can hit them. There is no mention of moorings or warnings being put in place.

Thirdly, Document 4 recommends to HRM that the setback be 30 meters from the marine environment. However it appears to be only 25 feet, which is too close. To exacerbate the problem, a 370 foot seawall extending 30 feet into the water is being constructed, which will completely obliterate the intertidal and subtidal zones. The habitat is described as "good quality with high species diversity and richness" in the report and yet the only compensation measures take lobster into account, not the eels presently fished commercially at the mouth of Ingramport River nor other fish or organisms living in this region close to the shore. The HWAB supports the requirement made by DFO that fish habitat be created at a ratio of 3:1 for that destroyed by the construction. The total area of the seawall and breakwater is 1841 sq. meters, which would require 5523 sq. meters of restoration. The compensation plan only calls for 865 sq. meters of restoration, and this is only directed towards the provision of lobster shelters, using an as yet unproven technology under development by the consulting company that did the environmental assessment. Nothing is provided for restoration of fish habitat.

There are a number of other discrepancies in the various reports that I will not detail here. Please feel free to call me if you would like more information. I would like to close by bringing to your attention section 30 of the DFO Screening Report dealing with public comments/concerns, which states that "concerns have been addressed by the consultant". As you know, a number of concerns were raised at the public meetings and I think there is little doubt that these concerns have not been addressed. The almost unanimous opposition to the development that was voted on at the April 14, 2005 meeting made that quite clear. Concerns include impact on the water table, light, noise and chemical pollution, loss of fish habitat, increased traffic, and unrealistically high housing density that is out of step with that of the local community and the broader St. Margaret's Bay area.

I hope that you will carefully consider the points I have raised when making your report concerning this project so that whatever development is approved conforms to the vision of the Bay held by its residents. Surely, a solution can be found that will satisfy both the developer and the community.

Yours truly,



Susan Douglas

39 Stevens Road,
Boutilier's Point
Nova Scotia B3Z 1T4

426-4991 (work)

826-7961 (home)

Cc. Mayor Peter Kelly
Councillor Gary Meade
Councillor Reg Rankin
Councillor Steve Adams

Luc Ouellet - Ingramport Development

From: "Douglas, Susan"
To: "ouellel@region.halifax.ns.ca" <ouellel@region.halifax.ns.ca>
Date: 28/04/2005 3:51 PM
Subject: Ingramport Development
CC: "meadeg@halifax.ca" <meadeg@halifax.ca>, "rankinr@halifax.ca" <rankinr@halifax.ca>, "adamss@halifax.ca" <adamss@halifax.ca>

Dear Mr. Ouellet,

Please find attached a letter concerning the proposed Ingramport development by Destiny Development. I understand you are in the process of preparing your report and hope you will consider the points raised in my letter. I am also faxing you a hard copy.

Yours truly,

Susan Douglas

<<Ouellet.doc>>

22 Cresthaven Drive
Halifax, NS
B3M 4B9

April 15, 2005

Mr. Luc Ouellet, Planner
Community and Municipal Planning Services,
Western Region
6960 Mumford Road
Halifax, NS
B3L 4P1



Dear Mr. Ouellet:

I am writing to protest Case 00640 – The request made by Terrain Group Inc., on behalf of Destiny Developments, to enter into a development agreement to permit 17 residential units and a 31 berth docking facility at 7990 St. Margaret's Bay Road in Ingramport, NS and to discharge DA-1&3-05-91-01 and amending agreement DA-1&3-12-95-01-A1.

I, Marie E. McIsaac, own property (T-02795922 and T-03143597) at Meisner's Point Road in Ingramport. I am writing to communicate to you my concerns and my opposition and my family's opposition to this proposal. This is the second such letter we have written on this matter. My daughter, Beth (McIsaac) Bruce wrote to your predecessor, March 14, 2004. In what follows, I have reiterated many of the same concerns that she raised at that time. Thank you for this opportunity to express my views in writing. I implore you not to approve any aspect of this proposal.

The property that I own overlooks this proposed site. My concerns, and those of my family about the proposal are numerous.

1) We are opposed to the marina and the breakwater.

We are very concerned about the proposal to build a breakwater and the environmental impact that such a break water will probably have on the shoreline and in addition, on the wild life in the area. We have a pristine sandy beach, which we have enjoyed for many years, and we do not want this to be hampered by this breakwater.

The proposal for finger piers and a 31-slip boat docking facility on this site is extremely worrisome to me and to my children and grandchildren as my property is on the shorefront. We swim in the water and enjoy the quiet of the seashore. *We are concerned about the increased boating traffic, the noise and the potential for pollution.* A boat docking facility and marina of any kind will bring with it pollution from boaters in the form of human excrement and other waste, as well as oil, gas and noise pollution as power-boaters are often excessively noisy. In addition, a boat docking facility of this size with the potential for leased docks will bring the noise of people coming and going, playing music, etc. thus transforming what is a quiet retreat for our family to a public

gathering place. Our property is in a residential area and should not be encumbered by the creation of such a high-density form of *recreational traffic by way of the water in front of my property*.

2) We are opposed to the sewage treatment proposal.

In addition, in terms of the sewage treatment related to the construction, *even treated sewage effluent discharged into St. Margaret's Bay is completely unacceptable*. This is water in which we swim.

3) We are opposed to the construction of 17 multiple dwelling units, the proposed recreational use of the beach in such a high density manner and of the proposed construction of the 50-seat restaurant, 30-seat lounge and 51 parking spaces.

We are very worried about the proposal for 17 multiple dwelling units as well as the proposed recreational use of the beach front property for such a large number of people. We are opposed to this type of high-density development in an otherwise quiet residential neighbourhood. In addition, we are concerned for the ways in which we develop our shorelines in Nova Scotia. This is completely out of character for this part of our region. We cannot imagine the eyesore, no matter how beautifully built, of 17 multiple dwelling units in an otherwise country and Nova Scotia-like setting. With the potential numbers of people with beach-access from these proposed 17 multiple dwelling units and the marina, the beachfront will be like a public beach. This type of construction will degrade the landscape and start a precedent for a *higher density of housing, land and shoreline use than is appropriate for this area of our shoreline*. Finally, I am appalled that at the public meeting, we learned that there was also a 50-seat restaurant, 30-seat lounge and 51 parking spaces added to the public proposal at the last minute. This is, too, completely unacceptable.

Supporting a project like this will turn our beautiful Bay into a circus.

It is important that you know that the McIsaac family has owned this Meisner's Point Road property since the 1930's. I have owned this property (with my late husband, Bert) for over 40 years. My family and I spend a great part of our spring, summer and fall at this property. This property is a piece of my family's heritage and one that we cherish as a sanctuary of memories, rest and relaxation. The boating traffic (through the marina) and issues it will bring as well as the possibility of a high density development in the area (in the form of 17 multiple dwelling units) and the commercial aspects, (in the form of a restaurant and lounge), the potential for permanent environmental harm (through the breakwater, sewage treatment and human factors), will permanently destroy fundamental aspects of Ingramport and St. Margaret's Bay.

There were at least 100 people at the public meeting last night, all with the exception of the 2 developers and 1 abstention, are opposed to this development. *You must listen to our voices. There is no community support for this proposal*. I am positively distraught over this.

I implore you **not to approve any aspect of this proposal** for the sake of the residents who live here and enjoy the quiet waters, the scenery, and the serenity of this sanctuary.

I look forward to your reply with gratitude for your consideration of my concerns. Please telephone Marie McIsaac at 443-5882 or my daughter, Beth McIsaac Bruce (4 Lily Pond Way, Halifax NS B3M 4S8) 445-2297 if you have any questions or need further information.

Sincerely,

Marie E. McIsaac

Cc: Councillor Gary Meade, District 23
Cc: Councillor Debbie Hum, District 16

Luc Ouellet - inappropriate development at Ingramport

From: "Fraser, Scott"
To: "ouellel@region.halifax.ns.ca" <ouellel@region.halifax.ns.ca>
Date: 27/04/2005 1:46 PM
Subject: inappropriate development at Ingramport
CC: "meadeg@region.halifax.ns.ca" <meadeg@region.halifax.ns.ca>, Andrew Fraser <afraser@pattersonpalmer.ca>, Anne Fraser <annearch@shaw.ca>, "Sutherland, Chip I. (Patterson Palmer Halifax)" <lsutherland@pattersonpalmer.ca>, "Fraser, Scott" <scott.fraser@cma.ca>

Hello Mr. Ouellet,

My name is Scott Fraser and our property is 29 Awalt Lane, Boutilliers Point, NS. I am writing to you to go on the record with my opposition to the development which has been proposed for Ingramport. I understand you are completing your staff report and have invited concerned citizens to provide you with input.

The development in its current state is completely wrong for this area on so many levels it is difficult to decide where to start so i will be brief and outline my concerns.

Density

adding 17 multi unit condos with all the bells and whistles on this small piece of land does not seem to be in line with the current and historical use of the immediate area of Ingramport, or the larger area of St Margarets Bay; I do not have the ratios for the number of people compared to each acre of waterfront but it would be appropriate for everyone involved in this to know what those numbers are (perhaps you have these numbers and could share them with me?);

Development Agreement

to have a new dev agreement (i understand the 2 old agreements are still valid because someone forgot to add "sunset clauses" and it does not seem to matter that they are fundamentally flawed by design and process) which allows someone with money who wants to make more money, use the development agreement to circumvent all of the existing bylaws governing the area seems not to make sense to me; we all live by the same laws and i see no reason why a developer, whose motives are clear, can come in and be treated differently, make money on his development and have a significant and negative impact on everyone in the area; this does not seem like a responsible or thoughtful way to allow development to take place on our shores; if the developer lived next door to his proposed development, I wonder how he and his family would like to see the land used?? if I had the resources, I would buy the land and turn it into a public park like Graves Island with a boat launch, picnic tables and lots of open space;

Information Disclosure and Flow

after attending the public meetings, it seems to me that a great deal of relevant information is not shared with the public, or we are told "a certain entity looked at that concern and approved it;" for example the DOT approval of the increased highway traffic and left hand turns on a straight stretch with a passing lane close by is ok with them; the fire authorities are ok with the increased number of people that they would have to protect, there are no environmental concerns from the "phase 1" study, DFO says there is not enough of an impact on the Ocean and fishery to cause them any concern! Everyone involved in this process should have complete and accurate information regarding all of the following areas:

impact on the ocean and fishery of a breakwater, docks, increased boat traffic, sewage dumping etc
environmental issues like pcbs and asbestos that are still on site

sound and light pollution
water supply for the development
sewage effluent moved into the ocean and trucked away
impact on residents of the area
traffic flows and highway use (left turn issue on a fast section close to a passing lane, turn and crest of
a hill))

population density figures
tax revenues from different types of land use
development agreements- process, legal & valid even though they are severely out dated
current and historical use of the surrounding area
economic feasibility studies

Public Interest/Political Impact

At the last meeting, an informal vote was taken regarding who was in favor and who was against the development. It is interesting to note that of the 100-150 folks gathered, the only 2 who were in favor were the developer and his wife. Those of us who live in the area and have a vested interest in the bay are strongly opposed to this development in its current form; the 2 who voted in favor stand to gain financially from this development, do not live in the area and do not care about our bay; in our democratic society, it is supposed to be one where we all have a say in how things go and it is disturbing to see this process forcing something on a group of people that are fundamentally opposed to that development. I personally have no problem with a development of 5-6 single family dwellings that are consistent with the surrounding area but that would not make the developer & his wife money. Quite frankly, weather the project makes a dime is not my concern; I would like to see thoughtful, collaborative development that respects the vernacular and the wishes of the people impacted by this proposed project.

In closing, I believe we need to critically evaluate the proposed development and the impact it will have. A clear vision of what we all want for our community can be attained with thoughtful, intelligent planning involving all parties affected. The time pressures and deadlines to rush this project through cause me a great deal of concern...the land is not going anyway and if we make a mistake and construct something either on land or water, it will take years to remedy. It makes sense to slow down and do this right the first time by ensuring we have all of the information required.

I look forward to your response.

Sincerely,

Scott A Fraser

Miller's Landing proposal/Ingramport & water lot lease

Case 00640

8094 St Margarets Bay Rd Ingramport Nova Scotia B3Z 3Z7

April 20, 2005

Councilors Steve Adams, Gary Meade, Reg Rankin
Sent by fax: c/o Leanne 490-4122, 1 pages

Subject: Miller's Landing proposal/Ingramport & water lot lease
Case 00640

Dear Councilors Adams, Meade and Rankin,

I am writing to ask you to vote "no" regarding the proposal for Miller's Landing in Ingramport when the issue comes to Western Community Council.

Back in 1991, when another group had proposed a small undertaking of a few apartments at the same location, I was for this. It was only to be a 5-6 unit apartment. Indeed, the developer at that time had visions of a small marina also. However, this did not concern me or my family, as I knew the red tape that he would have to juggle would be enough to discourage him or anyone. And, not being politically connected would have surely been the end of that vision. Now I am firmly and adamantly against this venture!!!!!!!!!!!!!! I am also against the blackmail that has been involved against the residents of the area in trying to push this project forward!

Now, in 2005, we have Destiny, wanting to put in a substantial development, just 4 doors down from us. And this is to be no small undertaking. This might be economically feasible for a few, but what about the interest of the rest of the community that has to live with this scale of development. Has anyone thought of the majority of residents, including myself, that are firmly against this marina and large development? Most of the residents in the area have moved here to get away from just such commercialization, road traffic, pollution and noise. I do not want to bring my children up living just down the road from a 50 seat restaurant and 30 seat bar. I can move to the city if I enjoy that level of living. Our bay is a quiet, serene bay, which not short of mesmerizes you on a calm quiet evening. We do not want to lose that to a Bar, condo development, and marina. The bar will attract all the local yahoos. The marina will attract every want- a- be boater (most of which have a hard time navigating a car little lone a boat) who can write a very simple test and get a license. And then there's the pollution from the boats and development. Our area will be ruined, and much less safer overall if this venture is allowed to continue.

Please, for the sake of the majority who are against this, vote no!!

John and Kristy Hardy, 8094, St Margarets Bay Rd
c.c. Mayor Peter Kelly, sent by fax 490-4012
Luc Ouellet, Planner 1, HRM, sent by fax 490-4406

From: "Scott Pelton"
To: <ouellel@region.halifax.ns.ca>
Date: 27/04/2005 7:03:14 pm
Subject: Ingramport Bay - Destiny Developments

Hello:

My love and enthusiasm of St.Margaret's natural history inspired me to pursue a career in education so I could teach others about the Bay. However, over the last few years, the Bay's natural beauty has begun to be reduced to large houses, power boats, and rock walls along it's shores. I do not want to see the Bay to resemble North West Arm in Halifax Harbour. I, for one, want to keep the natural beauty that inspired me to become an educator. For these reasons, I oppose the Marina/ restaurant being planned for Ingramport by Destiny Developments.

Thank you for your time,
Scott Pelton B.Sc., B. Ed.

CC: <meadeg@region.halifax.ns.ca>

From: Barb Parker
To: <ouellel@region.halifax.ns.ca>
Date: 27/04/2005 1:28:01 pm
Subject: Ingramport development

Dear Sirs:

Please do not let this development happen in what is essentially a rural area of our city. If you have travelled the coast of Maine of late, you can see all there is to see about the overuse of water-frontage for commercial gain. Please, do not take us down that road. What is done can not be undone ... this must be stopped now.

Barbara Parker
Queensland

CC: <meadeg@region.halifax.ns.ca>

Luc Ouellet - Development at Ingramport

From: "Gladys E. Todd"
To: <ouellel@region.halifax.ns.ca>
Date: 27/04/2005 11:53 AM
Subject: Development at Ingramport

As a close resident, on Meisner's Point Rd., I wish to protest the proposed development of a marina, condos, restaurant, etc., because of the added pollution of various kinds which will follow. I am also very concerned about the water table.

Gladys Todd, 14 Meisner's Point Road, Ingramport

Gladys E. Todd,
14 Meisener's Point Road,
R.R. 1 Boutiliers Point,
Nova Scotia, Canada B0J 1G0

Tel: 902-857-1320
E-mail: getodd@ns.sympatico.ca

Luc Ouellet - Opposed to Marina in SMB

From: Deb <fullwell
To: <ouellel@region.halifax.ns.ca>, Gary Meade <meadeg@region.halifax.ns.ca>
Date: 27/04/2005 11:21 AM
Subject: Opposed to Marina in SMB

I am opposed to the marina development in St. Margaret's Bay.

Deborah McGowan

--

168 Boutilier's Point Road
Boutilier's Point, Nova Scotia
Canada B3Z 1V1
902.826.5501 tel
902.826.1114 fax

Luc Ouellet - 'proposed' development in Ingramport

From: "Judy Walsh"
To: <ouellel@halifax.ca>
Date: 26/04/2005 3:09 PM
Subject: "proposed' development in Ingramport"

Luc,

Just a note to tell you we (the very concerned citizens of Ingramport) appreciate the work you are doing in this regard. I know you're on the line of fire especially at a public meeting. I must say you held you own at the last meeting.

My concerns are many. I don't plan to list them here. I know you're well aware of them and I'm sure other people have expressed them eloquently. Suffice to say ,I'm heart broken to think what could happen to my community. The way Ingramport is described in the HRM tourist brochure is what I think of my home. The city and I both agree on that. Greg Hammond wants to change that. How can he?? Hopefully he can't. This note is to ask you to be as diligent as time and engery allows you to to prevent changing the landscape of our "rural" community. I emplore you.

Regards

Judy Walsh
8078 St. Marg's Rd
Ingramport, N.S.

My husband (Earl) live 2 doors from the "proposed" development and we love living here.

From: "Nolan, Michele"
To: "ouellel@halifax.ca" <ouellel@halifax.ca>
Date: 26/04/2005 11:05:17 am
Subject: Ingramport Development

Hi Luc, I am a resident of Ingramport and I am writing you to voice my disapproval for the density of the proposed project by Destiny Development on the old Colonial Homes Ltd. site (Lewis Miller Lumber Co).

I was reading the Mail Star dated April 20th. (Northwest Arm) and I want to bring to your attention the next disaster for our coastal area that will happen if this proposal was to proceed. I truly question the process involved with the project reflecting back to the April 14th meeting when we were advised now of a restaurant and bar. Each time we have had a meeting the proposal has changed. There are many issues relative to the original plan and the subsequent roll forward including notice, minutes etc.

We are not against development but would rather see 5-6 single homes constructed in that area which would certainly better suite the landscape of St. Margaret's Bay instead of three story condos. I was reading the draft report May 2004 on the Regional Planning for HRM and it clearly states in the overall conclusions for rural community "Community values provide the basis for determining whether development should occur where land is suitable. Large lot, low density subdivision in rural area can cause fragmentation of natural areas and loss of habitat, consumption of resource lands and degradation to water resources."

I hope careful consideration is given to this project, as it will affect many lives not to mention many incomes in St. Margaret's Bay. This is our home and it needs to be protected by such a high-density development.

Michele & Gary Nolan
1-902-481-4614
michele.Nolan@kraft.com

Michele Nolan
Admin./Regional Contest Coordinator
902-481-4614 tel
902-481-4630 fax
mailto:michele.nolan@kraft.com

Luc Ouellet - I'm not in favour of the Ingramport project...

From: Jim Carwardine
To: <ouellel@region.halifax.ns.ca>
Date: 28/04/2005 9:46 PM
Subject: I'm not in favour of the Ingramport project...

Hi Luc... Please count my vote AGAINST the Ingramport project. It contravenes the spirit of the HRM 2020 Planning project for housing density outside a population node. Tantallon is the nearest node. That's where a condo project should be built. Notwithstanding the environmental issues which are many and unknown - we have no base data with which to compare as I understand it - the project should be reduced to 4 single family houses in keeping with the surrounding rural setting... Jim Carwardine

--

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April 27, 2005

Luc H. Ouellet - Planner I
Planning & Development Services
Halifax Regional Municipality
6960 Mumford Road, Suite R19
Tel: (902) 490-3689
Fax: (902) 490-4406

c.c. Mr. Gary Meade

Re: Ingramport Proposed Development
At 7990 St. Margaret's Bay Road

Dear Mr. Ouellet,

My name is Tony Sedfawi. My wife Kathy and I live at 7960 St. Margaret's Bay Road, adjacent to the proposed High Density Development at 7990 St. Margaret's Bay Rd., in Ingramport, Nova Scotia

In November of 2002, after suffering a second Heart Attack and with Chronic Asthma, we have decided to escape the hassles, noise, pollution, and the fast-paced life style of Toronto, to a one-acre peace of paradise here in Ingramport. Though leaving two very lucrative jobs and careers in Ontario required major adjustments in our life style, we have absolutely no regrets.

Since we have moved to Ingramport, I have been feeling much better. I have been able to swim regularly in the cleanest waters I have come know in all of Canada. I have been able to walk daily on the pollution-free trail just across the road. That move from the Big City to the rural, peaceful and beautiful Ingramport, has contributed greatly to the reduction of the daily medication I depend on to survive. Though it may not mean much to some people, but for Kathy and I, seeing the stars at night, breathing fresh air, enjoying complete quite, peace, and uplifting views, totally outweighs the major sacrifices we had to endure, and we wouldn't exchange that for anything else in the world.

Things have sadly changed very rapidly for us when we learned that the huge high-density development being proposed just 25 feet from our property. A proposed 17 – 3 story high Townhouse Condominiums, a full fledge Marina with 31 slips to rent, a boat launching facility, a 50 seat restaurant with a 30 seat bar/lounge, storage facilities, a 250' breakwater, a swimming pool, over 75 parking spaces for occupants, visitors and employees, a 7000 gallon water filtering system that will end up discharging right where we swim...and the list goes on and on...all this, on a 4.6-acre parcel of land!!!

We will be more than doubling the population of Ingramport and creating a tremendous amount of unprecedented traffic, water-air-noise and light pollution totally foreign to our beautiful Bay.

My wife and I cordially invite you to visit our house and see for yourself the impact of this potential Development on us and on the rest of the community. As our house was originally built just a few feet above the high water mark, the replacement of the fully-grown trees by a towering three-story high building just 25 feet away from our driveway is totally suffocating for us, and we truly mean it.

The reality is that we came here to escape the very thing that is threatening our peace, quite enjoyment, privacy and especially my extremely fragile health. This invitation is absolutely sincere and is not in any way a ploy to influence your decision. We are inviting you and whomever you wish to bring with you to visit us, and see for yourselves.

I reiterate that we are very happy to have made the decision to move to this beautiful part of the province. Our quality of life has improved and we are eternally grateful for the opportunity. Please keep it this way, not only for our personal sake, but also for the common good of all the residents of this pristine, pollution-free area. We are not against new developments. We would definitely support a reasonable compromise, like building 5 or 6 high-end one or 1 1/2 story single-family dwellings to match the contours of our area. We realize that our thinking process may not satisfy the Developer's financial aspirations and may also reduce the potential tax revenue for HRM, but we firmly believe that it's a very small price to pay in order to protect our clean bay.

We are extremely concerned about the serious potential of water pollution caused by the 31 boat slips and the daily discharges in the ocean, the excess noise of cars, boats and over 100 people at any given time, the significant air pollution caused by the almost 50 cars in and out of the proposed development, the traffic, the air pollution, the lights towering just over our house, and the total loss of privacy we now enjoy.

We are submitting our case to you and hoping that you will consider not only the facts. But also the general desire of the residents of Ingramport and surrounding areas before you prepare your report to the counselors to vote on. We are pro-development but we are for reasonable development that would protect this beautiful part of the province. The survival of our small clean community is at risk, and we are coming to you for help.

Sincerely,

Tony Sedfawi and Kathy Greig
7960 St. Margaret's Bay Road,
Ingramport, Nova Scotia
B3Z 3Z7
office@cappe.org

From: "Earl G. Walsh"
To: <ouellel@halifax.ca>
Date: 26/04/2005 9:39:50 am
Subject: Inqramport

Hi Luc:I have attended the two public meetings on the proposed plan.As a resident of Inqramport i am absolutely shocked at the number of issues surrounding this project.It would be fruitless in this email to list all the issues and that is being done very carefully by our group supported by the St Margaret's Bay Heritage Group.Our numbers grow by the day.There are many issues relative to the legitimatizie of the original plan and the subsequent roll forwards including notice, minutes etc.These are all being addressed by experts.The proposal is an insult to the taxpayers of the community.What goes there will have to be more in keeping with traditional values.Here are a few more issues to consider:

- 1.The fire department is short staffed.Has it been determined that they have the equipment,availability of water and logistics to provide public safety?
- 2.The department of highways have given their approval however along that stretch of highway is one of the few passing lanes between Hubbards and the city.
- 3.There are boilers buried on the site have we determined that there are no PCB problems?

Although there has been individual approvals of specific aspects of the plan there doesn't appear to be a lot of co-ordination.

In closing you had to hear the total opposition to the plan by the resident taxpayers.This group will grow immensely.

The project should be limited to a number of private dwellings appropriate to the lot size and density or the area.Other than that it should be expropriated for public use or possibly declared a Heritage property.

Regards E G Walsh
Earl Walsh

Luc Ouellet - Ingramport

From: "Anne Dunsworth"
To: <ouellel@halifax.ca>
Date: 22/04/2005 11:22 AM
Subject: Ingramport

Hi Luc...

First of all I think you did a really super job last week at the meeting at Black point Fire hall.

I do not think you realized how much opposition there was going to be. So you did very well.

Now I have written my councillors and MLAs re my objections. However I hope you have put in your report that there is MAJOR opposition to the project. I was very angry that Jamie Smith did not express in her report how this project is not wanted by the community. If the minutes had been distributed as we were told they would this would have been noted by those of us who requested the minutes , and objections made at that time. Once again the process is flawed.

As I said at the meeting . . I am shocked there was not a recorder there to take notes and we were faced with the system provided. Are we that unimportant that this issue can not be given the same level of importance as other areas. So, the minutes from this meeting will be scrutinized by those of us who spoke . These minutes are crucial.

One other note regarding the environmental assessment DFO told me the assessment was done and paid for by the developer!!!!!!!!!!!!!! And you said he met the requirements for approval????????? Of course he did. It would be interesting if the Natural resources or Dept of the Environment did one. Knowing the little I do , I think it would be very different.

It looks as if the bare minimum of assessment and investigations have been done by all involved in the project. as you said just a check list or ws the Mr Jollimore , anyway, the process followed for all aspects of this project in my opinion are flawed. I know I am not alone in my suspicions and objections...

Anne Dunsworth

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Luc Ouellet - case # 00640

From: "Beth Bruce"
To: <ouellel@halifax.ca>
Date: 15/04/2005 9:55 AM
Subject: case # 00640
CC: <meadeg@halifax.ca>, <humd@halifax.ca>

22 Cresthaven Drive
Halifax, NS
B3M 4B9

April 15, 2005

Mr. Luc Ouellet, Planner
Community and Municipal Planning Services,
Western Region
6960 Mumford Road
Halifax, NS
B3L 4P1

Dear Mr. Ouellet:

I am writing to protest Case 00640 – The request made by Terrain Group Inc., on behalf of Destiny Developments, to enter into a development agreement to permit 17 residential units and a 31 berth docking facility at 7990 St. Margaret's Bay Road in Ingramport, NS and to discharge DA-1&3-05-91-01 and amending agreement DA-1&3-12-95-01-A1.

I, Marie E. McIsaac, own property (T-02795922 and T-03143597) at Meisner's Point Road in Ingramport. I am writing to communicate to you my concerns and my opposition and my family's opposition to this proposal. This is the second such letter we have written on this matter. My daughter, Beth (McIsaac) Bruce wrote to your predecessor, March 14, 2004. In what follows, I have reiterated many of the same concerns that she raised at that time. Thank you for this opportunity to express my views in writing. I implore you not to approve any aspect of this proposal.

The property that I own overlooks this proposed site. My concerns, and those of my family about the proposal are numerous.

1) We are opposed to the marina and the breakwater.

We are very *concerned about the proposal to build a breakwater and the environmental impact* that such a break water will probably have on the shoreline and in addition, on the wild life in the area. We have a pristine sandy beach, which we have enjoyed for many years, and we do not want this to be hampered by this breakwater.

The proposal for finger piers and a 31-slip boat docking facility on this site is extremely worrisome to me and to my children and grandchildren as my property is on the shorefront. We swim in the water and enjoy the quiet of the seashore. *We are concerned about the increased boating traffic, the noise and the potential for pollution.* A boat docking facility and marina of any kind will bring with it pollution from boaters in the form of human excrement and other waste, as well as oil, gas and

noise pollution as power-boaters are often excessively noisy. In addition, a boat docking facility of this size with the potential for leased docks will bring the noise of people coming and going, playing music, etc. thus transforming what is a quiet retreat for our family to a public gathering place. Our property is in a residential area and should not be encumbered by the creation of such a high-density form of *recreational traffic by way of the water in front of my property*.

2) **We are opposed to the sewage treatment proposal.**

In addition, in terms of the sewage treatment related to the construction, *even treated sewage effluent discharged into St. Margaret's Bay is completely unacceptable*. This is water in which we swim.

3) **We are opposed to the construction of 17 multiple dwelling units, the proposed recreational use of the beach in such a high density manner and of the proposed construction of the 50-seat restaurant, 30-seat lounge and 51 parking spaces.**

We are very worried about the proposal for 17 multiple dwelling units as well as the proposed recreational use of the beach front property for such a large number of people. We are opposed to this type of high-density development in an otherwise quiet residential neighbourhood. In addition, we are concerned for the ways in which we develop our shorelines in Nova Scotia. This is completely out of character for this part of our region. We cannot imagine the eyesore, no matter how beautifully built, of 17 multiple dwelling units in an otherwise country and Nova Scotia-like setting. With the potential numbers of people with beach-access from these proposed 17 multiple dwelling units and the marina, the beachfront will be like a public beach. This type of construction will degrade the landscape and start a precedent for a *higher density of housing, land and shoreline use than is appropriate for this area of our shoreline*. Finally, I am appalled that at the public meeting, we learned that there was also a 50-seat restaurant, 30-seat lounge and 51 parking spaces added to the public proposal at the last minute. This is, too, completely unacceptable.

Supporting a project like this will turn our beautiful Bay into a circus.

It is important that you know that the McIsaac family has owned this Meisner's Point Road property since the 1930's. I have owned this property (with my late husband, Bert) for over 40 years. My family and I spend a great part of our spring, summer and fall at this property. This property is a piece of my family's heritage and one that we cherish as a sanctuary of memories, rest and relaxation. The boating traffic (through the marina) and issues it will bring as well as the possibility of a high density development in the area (in the form of 17 multiple dwelling units) and the commercial aspects, (in the form of a restaurant and lounge), the potential for permanent environmental harm (through the breakwater, sewage treatment and human factors), will permanently destroy fundamental aspects of Ingramport and St. Margaret's Bay.

There were at least 100 people at the public meeting last night, all with the exception of the 2 developers and 1 abstention, are opposed to this development. *You must listen to our voices. There is no community support for this proposal*. I am positively distraught over this.

I implore you **not to approve any aspect of this proposal** for the sake of the residents who live here and enjoy the quiet waters, the scenery, and the serenity of this sanctuary.

I look forward to your reply with gratitude for your consideration of my concerns. Please telephone Marie McIsaac at 443-5882 or my daughter, Beth McIsaac Bruce (4 Lily Pond Way, Halifax NS B3M 4S8) 445-2297 if you have any questions or need further information.

Sincerely,

Marie E. McIsaac

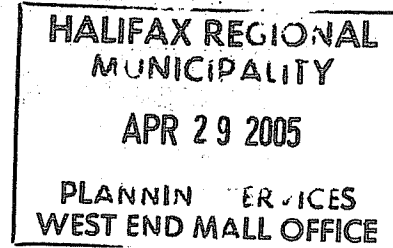
Cc: Councillor Gary Meade, District 23

Cc: Councillor Debbie Hum, District 16

David Millar
Box 232 Hubbards NS
B0J 1T0

Mr. Luc Ouellet
Halifax Regional Municipality
Planning and Development Services
6960 Mumford Road, Halifax, N.S.
B3L 4P1

RE: Case #: 00640



Dear Mr. Ouellet,

I am writing to you as a long-time resident of St. Margaret's Bay to express my concern regarding the proposal by Destiny Developments to build a series of townhouses and a marina in Ingramport. I am an environmental policy analyst and have experience working on coastal development planning with the private sector, NGOs, and government. Although I am generally supportive of higher-density housing developments that take advantage of previously converted land, I believe that such developments need to be located in appropriate areas, such as in urban and suburban neighbourhoods or around commuter hubs. High-density development is not appropriate in rural areas where it is inconsistent with the surrounding community, where it has a high likelihood of environmental impacts, or where it presents challenges for public transportation.

The proposed townhouse complex is not consistent with surrounding patterns of development. Ingramport is a rural area typified by detached, single-family dwellings surrounded by green-space. Furthermore, the site is well away from any logically commuter hubs (Tantallon and possibly Hubbards), does not have access to some key municipal services (sewers, public water supply), and is not serviced by a public transit route. In the era of global climate change and the Kyoto Protocol, high-density development should be strongly discouraged in areas that are not serviced by public transit.

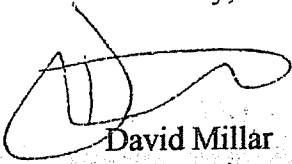
The proposed development also raises a number of other environmental concerns, largely because of its location. There is little evidence that the aquifer in this area can support such dense development, and significant water drawdown is a very real possibility. Because of the proximity to the bay, saltwater intrusion is also a risk. Furthermore, impacts on the Ingram River estuary, which is a listed river for Atlantic Salmon (a species at risk) are likely. The extreme proximity of the development to the ocean may cause erosion and siltation into the estuary and will result in additional discharges of effluent (albeit treated effluent) into coastal waters that are already overstressed by pollution.

While I am aware that the site has undergone an environmental assessment, this does little to allay my concerns. My initial review of the environmental reports generated for the proponent suggests that the analysis of potential impacts was based on incomplete data

about existing environmental conditions and patterns of human use. Once I have had more time to review the documents I will forward you additional details in this regard.

It is my conclusion that Destiny Development's proposal is not consistent with responsible planning principles. I urge you not to recommend the approval of this development agreement.

Sincerely,

A handwritten signature in black ink, appearing to read 'David Millar', written over a horizontal line.

David Millar
MA, Environment, Development and Policy

Attachment L

Jaime Smith

From: Pilot House Cafe' & Cottages
To: <smithja@halifax.ca>, <meadeg@halifax.ca>
Date: 03/08/2004 10:09 AM
CC: destinydevelopments <destinydevelopments@destinydevelopments.com>

Jamie Smith
Gary Meade

This is a short note in support of the proposed development in black point(marina and townhouse development). I encourage you and those who have the ability to influence the progress of this development, to do so. I have a small business in this area very close to the proposed development. I feel that the development will not only help my business survive but also create jobs and economic growth for the area. I was at the initial public meeting of the development and was discouraged by the lack of vision that people have for the area as well as the lack of knowledge of what they were protesting against.

I hope you will do everything in your power to support this project. We should embrace this project as it will be a positive impact to our community.

I commend the hard work and vision of Destiny Developements. I encourage them to strive on!!!

Sincerely,

Brian Johnson
Pilothouse Cafe & Cottages
1-866-766-2233
www.pilothousecottages.com

From: "Greg Destiny Developments" <greg@destinydevelopments.com>
To: <min_dnr@gov.ns.ca>, <geoff@geoffregan.com>, <kellyp@halifax.ca>, <rankinr@halifax.ca>, <adamss@halifax.ca>, "Gary Meade" <meadeg@halifax.ca>, <keddyg@eastlink.ca>, <premier@gov.ns.ca>
Date: 29/07/2005 4:56:38 pm
Subject: RE: Ingramport proposal

Please find attached information about the proposed development for the Ingramport project called Miller's Landing. Currently there is information being sent around to the community that is not telling all of the information about the history of the project and supplying information that is painfully wrong. One example is density, there currently is existing projects in the local area and surrounding areas that are the same or more. This style of construction is in almost every seaside community from Halifax to St. Margaret's Bay, Liverpool, Chester, Mahone Bay and predominantly in Lunenburg; one of Nova Scotia's most important heritage sites.



MILLER'S LANDING

The property at 7990 St. Margaret's Bay Rd. is currently zoned Industrial, this zoning allows many industries like manufacturing or a sawmill like it once was in the early 1900's with a large 1500 foot wharf and seawalls as seen in the attached photo's. Evidence of the old facilities boundaries are evident under the water over 150' from the shore. This type of development would cover almost all of the 5 acres with buildings sheds and equipment creating an eyesore for the area including heavy pulp trucks for the roadway. The property was also used for heavy industry by Colonial Homes with numerous large sheds and buildings some of which are still standing and others are now foundations. Destiny Developments Inc currently uses the property for industry.

In 1991 a Development Agreement was created for this piece of land allowing a 20 suite Resort, 50 seat restaurant, 30 seat lounge, pool, tennis courts, cottages, a full service marina with a 12,000 sq ft maintenance facilities including fuel handling and boat storage on site. This development is much nicer than Industrial but would still have a commercial look to it with quite a lot of buildings and paved areas.

After living in the community we decided to request an alteration to the existing development agreement to reduce the impact to the community by building 27 Townhouses, a marina house and a docking facility without the full service capabilities and boat storage. The homes would be created in five blocks of five with two separate units all only a story and a half. Each block or "haven" will be designed after different communities like Chester, Mahone Bay etc, this will create individuality and a community within a community. The docking facility will allow people in the community to access the waters of Nova Scotia instead of being shut off by private landowners. This development is smaller in size than the Inn/restaurant full service Marina currently allowed. The residential look will create a much better fit to the surrounding community.

After having public information meetings and trying to work with the community we have reduced the density requested to only 17 units in smaller groups and keeping the design to reflect local seaside communities. The docking facility and marina house is still included to allow access by Nova Scotians to St. Margaret's Bay.

There is plenty of support in the area for this marina and the residential development but they are not as vocal as the people against any type of development. The people against the development are trying to keep other Nova Scotians from accessing the waters of Nova Scotia.

Destiny Developments has been very diligent in planning this development by studying the surrounding seaside community and lifestyles. We have had consultants review environmental impacts, design of the best possible treatment system, water quantity and impacts to neighbors and by working closely with all levels of governments. All studies are positive and far exceed any regulations in place.

Greg Hammond / Michelle Mesa