

them too.”  
 Marshall’s wrongful murder conviction led to sweeping changes in Nova Scotia’s justice system, and now he’s at the centre of a dispute over aboriginal treaty access to the commercial fishery. He’s backed by 13 Micmac chiefs across the province, and native leaders from across Canada made a show of support last year by sitting in for a day on the trial, which started in the fall of 1994.

Marshall doesn’t deny catching and selling 208 kilograms of eels at Pomquet Harbour near Antigonish in August 1993. His lawyer Bruce Wildsmith spent all the Halifax Law Courts exp century treaties entrenched “derive a common benefit f

The Micmac aren’t trying the rest of the fishing industry to share the commercial benefits they practised long before New Brunswick was colonized, Wildsmith said.

He also stressed aboriginals have unlimited rights and conservation concerns, which the Court of Appeal made clear

**‘Very moderate’**

Marshall’s harvesting was a modest, small-scale activity, and the charges against him aren’t motivated by protection, Wildsmith said.

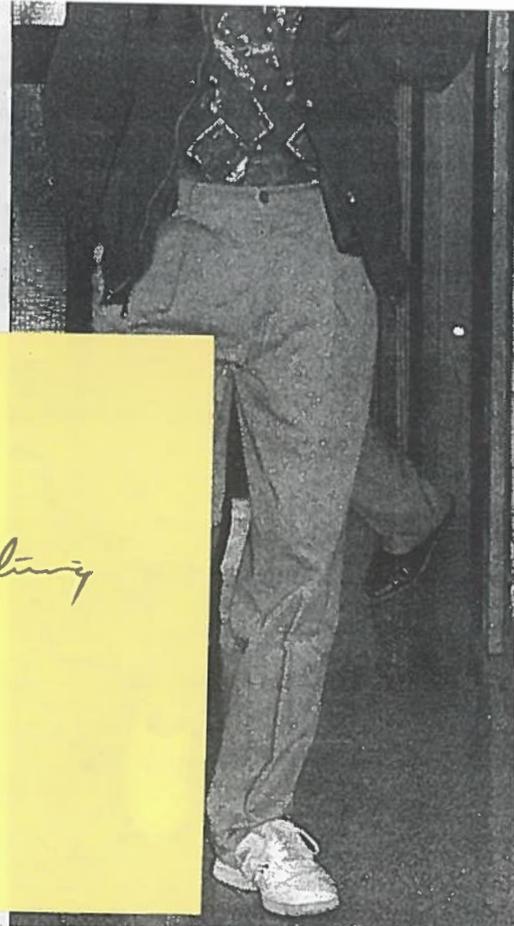
Wildsmith told Judge Justice J. J. McKeown that Marshall’s acquittal won’t be the final word on the matter and said Micmac groups are not going to create new laws or do anything radical. He assured the judge “a favorable outcome for Mr. Marshall won’t result in a free-for-all ... the

Mac’s “free liberty of hunting and fishing and the sale of fish or fowl.”

**Courtroom packed**

The Crown argued treaties in 1760 and 1761 superceded the earlier one and tightly regulated Micmac trade by limiting it to truck-houses, which no longer exist. Wildsmith now agrees the latter treaties are operative, but said the government’s regulatory hands are tied when it comes to native fishing rights except when conservation is a problem.

Though the 1760 and 1761 treaties don’t



Donald Marshall outside court yesterday.

TONY CALDWELL

*March 1994  
 talked with Rob C.  
 He has not heard anything  
 from Band.  
 Chris*

# Millbrook chief hopes for better deal with supercity

By PAUL FRASER  
 The Daily News

A Micmac band chief is hoping to cut a better deal with the supercity to resolve a wide-ranging dispute with Halifax County that involves a Cole Harbour gas bar. Millbrook Chief Lawrence Paul plans to meet Halifax Regional Mayor Walter Fitzgerald shortly after April 1 when the supercity takes over from the county.

“I think we can resolve things,” Paul said yesterday. “I think the mayor is flexible.”

He said he met Fitzgerald last week to brief him on the dispute.

The county was ready March 4 to approve a compromise worked out with the Millbrook band, pending the band council’s OK.

Under that deal, the band would pay the county about \$55,000 — the difference between what the two sides owe each other for a storm sewer easement and a 1991-92 wa-

ter and sewer extension.

The band would also have asked Ottawa to grant the county a permit to operate and maintain the storm sewer across the band’s Caldwell Road lands.

In return, the county would provide water to the band’s new Treaty Gas Bar on Caldwell Road. In the meantime, the band has dug a well.

Paul now believes the band was exempted from paying for the 1991-92 sewer extension and that

it’s the county that owes it money — about \$93,000, he said.

Paul is seeking assurances from Fitzgerald the supercity “won’t hassle” the band about its development plans for Caldwell Road.

The band plans to install video gambling machines, a bingo hall and a strip mall on the reserve.

The county wants the band to stick to a 1991 memorandum of understanding restricting commercial uses to a small parcel of land.

of activity. But I guess the main stress would be the protection of economic pursuits pursuant to the treaties,” Michael said.

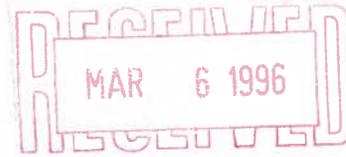
*DAILY NEWS MARCH 19/96*

# COX DOWNIE

BARRISTERS AND SOLICITORS

1100 Purdy's Wharf Tower One  
1959 Upper Water Street  
P.O. Box 2380  
Halifax, Nova Scotia B3J 3E5

Telephone (902) 421-6262  
Facsimile (902) 421-3130



March 5, 1996

C  
O  
P  
Y

**VIA FAX AND MAIL**

Mr. David English  
Blackburn English  
Barristers and Solicitors  
287 Highway #2  
Enfield NS B2T 1C9

Dear Mr. English:

**Re: Cole Harbour Indian Reserve**

During a recent meeting of the Municipality's Executive Committee, a question arose as to whether the gas bar on the Reserve lands had been constructed in compliance with applicable environmental standards. I understand that the Reserve lands would not necessarily be subject to the provincial environmental regulations. Do you have any information concerning this particular matter?

Yours very truly,

Robert W. Carmichael

✓ RWC/kah  
c.c. - Mr. Vince Smith

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March 1, 1996

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Mr. David English  
Blackburn English  
Barristers and Solicitors  
287 Highway #2  
Enfield NS B2T 1C9

Dear Mr. English:

### **Re: Cole Harbour Indian Reserve**

I thought it would be useful to document the without prejudice discussions that have occurred in the recent meetings between representatives of the Millbrook Indian Band and Halifax County Municipality. As we discussed, any proposal to resolve the outstanding differences between the County and the Band will require both the approval of the Band's Council and the Municipality's Executive Committee. Subject to those approvals, the following proposal was discussed.

1. The Band would make a payment to the County in the amount of \$55,200.00 (representing the difference between the amount of the Band's contribution to the capital cost of the water and sewer system improvements (\$149,000.00) and the amount the County agreed to pay in exchange for an easement to maintain and improve the storm drainage channel crossing the Reserve lands (\$93,800.00)).

2. The Band Council would pass a resolution directing the Minister of Indian Affairs to grant a permit to the Municipality pursuant to section 28(2) of the *Indian Act* giving the Municipality the right to operate and maintain the stormwater drainage channel on the Reserve on essentially the same terms and conditions as the permit granted to the Municipality on January 10, 1988. The permit granted by the Minister would include a provision that the permit will be in effect as long as is required by the Municipality for the intended purposes and that no further

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Mr. David English  
March 1, 1996  
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O 4. The Band requested an acknowledgment from the County that the Memorandum of Understanding dated July 15, 1991 which purports to restrict development on the Indian Reserve lands is null and void. The County is not prepared to make such an acknowledgment. In the event a dispute arises in the future concerning the Memorandum of Understanding and/or the validity of that Memorandum, the dispute would need to be resolved by the courts if the parties cannot resolve it themselves.

P 5. The Band also requested an acknowledgment from the County that sewer and water service connections would be permitted in connection with any further development on the Reserve lands. We indicated to the Band representatives that such an acknowledgment could be given only in the context of a formal negotiated agreement which, among other things, would likely include restrictions on the types of developments that would be permitted on the Indian Reserve lands.

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Mr. David English  
March 1, 1996  
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Yours very truly,

Robert W. Carmichael

RWC/kah  
✓ c.c. - Mr. Vince Smith

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CLASSIC CREST

# COX DOWNIE

BARRISTERS AND SOLICITORS

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Facsimile (902) 421-3130

Counsel  
A. William Cox, Q.C.

February 29, 1996

## VIA FAX AND MAIL

Mr. Vincent Smith  
Acting Chief Administrative Officer  
Halifax County Municipality  
2750 Dutch Village Road  
Halifax NS B3L 4E5

Dear Vince:

### **Re: Cole Harbour Indian Reserve**

At the meeting on November 28, 1996 with representatives of the Millbrook Indian Band, the following proposal (subject to Band Council approval) was put forward.

1. The Band would make a payment to the County in the amount of \$55,200.00 (representing the difference between the amount the Band agreed to contribute to the capital cost of the water and sewer system improvements (\$149,000.00) and the amount the County agreed to pay in exchange for an easement to maintain and improve the storm drainage channel crossing the Reserve lands (\$93,800.00)).

2. The Band Council would pass a resolution directing the Minister of Indian Affairs to grant a permit to the Municipality pursuant to section 28(2) of the *Indian Act* giving the Municipality the right to operate and maintain the stormwater drainage channel on their Reserve on essentially the same terms and conditions as the permit granted to the Municipality on January 10, 1988. We will want the permit granted by the Minister to include a provision that the permit will be as long as is required by the Municipality for the intended purposes; that the rights granted by the permit may be assigned to Halifax Regional Municipality; and that no further fees will be payable by the Municipality (or the Halifax Regional Municipality) for the permit. I note that sections 14 and 15 of the permit granted in 1988 contain a provision whereby the Municipality agrees that sewer systems servicing the Reserve may be connected to the sewer

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Mr. Vincent Smith  
February 29, 1996  
Page 2.

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Yours very truly,



Robert W. Carmichael

RWC/kah  
c.c. - Mr. Ted Tam

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March 1, 1996

C

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Mr. David English  
Blackburn English  
Barristers and Solicitors  
287 Highway #2  
Enfield NS B2T 1C9

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Mr. David English  
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RWC/kah  
c.c. - Mr. Vince Smith

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**COX DOWNIE**  
BARRISTERS AND SOLICITORS

TELEPHONE (902) 421-6262  
FACSIMILE (902) 421-3130

1100 PURDY'S WHARF TOWER ONE  
1959 UPPER WATER STREET  
P.O. BOX 2380  
HALIFAX, NOVA SCOTIA B3J 3E5

**DATE:** March 1, 1996

**WE ARE TRANSMITTING 4 PAGE(S) INCLUDING THIS COVER LETTER.**

**TO:** Mr. Vince Smith FAX NUMBER: 477-7783  
Halifax County Municipality  
Halifax NS

**FROM:** Robert W. Carmichael

**REFERENCE:** Re: Cole Harbour Indian Reserve

**MESSAGE:**

**If there are problems with reception, please call (902) 421-6262 and ask for Kelly Hatcher.**

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Counsel  
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February 29, 1996

## VIA FAX AND MAIL

Mr. Vincent Smith  
 Acting Chief Administrative Officer  
 Halifax County Municipality  
 2750 Dutch Village Road  
 Halifax NS B3L 4E5

Dear Vince:

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 Indian Band, the following

1. The Band would  
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*Feb 29/96*

*Ask Robert C. to confirm that  
 Dave English has the  
 same understanding as we do.*

*Downie*

# COX DOWNIE

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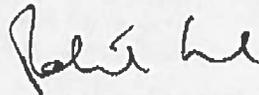
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Yours very truly,



Robert W. Carmichael

RWC/kah  
c.c. - Mr. Ted Tam

**COX DOWNIE**  
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**DATE:** February 29, 1996

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**TO:** Mr. Vince Smith FAX NUMBER: 477-7783  
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**FROM:** Robert W. Carmichael

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**MESSAGE:**

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Feb 28/96

Lloyd Tolman

Alex Cope - Band Administrator &  
Council member

→ do <sup>not</sup> want to get legislation on 1991 agreement  
acknowledge that <sup>1991</sup> agreement is  
null & void

→ Payment to Watifex \$55,200

→ forward to what our proposed  
plans are for the operation there  
- will be open to feedback

→ pass a band council resolution for a permit  
similar to 1980 agreement

March 23rd /

lands to north - Commercial  
" " south - Residential

2  
THIS AGREEMENT made in quadruplicate this 10th day of January  
nineteen hundred and eighty

67357

BETWEEN:

HER MAJESTY THE QUEEN in right  
of Canada, hereinafter called  
"Her Majesty",

OF THE FIRST PART

AND:

THE MUNICIPALITY OF THE COUNTY  
OF HALIFAX, a body corporate,  
hereinafter called "the  
Permittee",

OF THE SECOND PART.

WHEREAS the Permittee has applied to use and occupy a part of Cole  
Harbour Indian Reserve No. 30 in the Province of Nova Scotia for the  
purpose of constructing, operating and maintaining an underground trunk  
sewer line, hereinafter called "the Works";

AND WHEREAS by Resolution Number 229 dated the 14th day of January,  
1975, the Mi'kmaq Band Of Indians for whose use and benefit the said  
Reserve has been set apart has recommended approval of the application;

NOW THEREFORE the Minister of Indian Affairs and Northern Development  
hereinafter called "the Minister", on behalf of Her Majesty and by Virtue  
of the authority vested in him under Section 28(2) of the Indian Act,  
Chapter I-6, Revised Statutes of Canada, 1970, does hereby grant the  
Permittee permission to enter upon, use and occupy: the whole of a  
right-of-way in Cole Harbour Indian Reserve No. 30, according to Plan  
No. 63052 in the Canada Lands Surveys Records at Ottawa, hereinafter  
referred to as the "permit area".

Lawrence  
Legal

IT IS UNDERSTOOD AND AGREED by and between the parties each with the other, that this permit is granted on the following terms and conditions:

1. That this permit shall be for as long as required and for the purpose aforesaid.
2. That the Permittee shall pay on or before the execution hereof the sum of One Hundred Dollars (\$100.00) as the fee for the use of the permit area.
3. That this permit is granted solely for the aforesaid purpose and does not create any rights of tenancy or any possessory rights of exclusive use or occupation by implication or otherwise.
4. That the rights granted by the within permit shall not be assigned or otherwise transferred.
5. That the Permittee shall conform to the regulations and standards prescribed by the Provincial Department of the Environment in the construction, operation and maintenance of the underground trunk sewer line in and under the permit area.

*Handwritten mark*



6. That this Permit is subject to any right of occupation, timber permit or license, permit or lease of mining rights or other leases or grants covering the said Permit area or any portion thereof and any other prior encumbrances or interest including road rights of way whether the Permittee has notice of the same or not.

7. That members of the Truro Band of Indians will have full and free access to the Permit Area and shall be entitled to use the Permit Area for such operations as do not interfere with the Permittee's right of way in terms hereof.

8. That the Permittee shall pay and discharge all rates, taxes, duties, tolls, imposts and levies whatsoever imposed or assessed, now charged or that may hereafter be charged during the currency of this permit respecting occupancy of the permit area by the Permittee or upon the permit area, or payable in respect thereof.

9. That the Permittee shall not erect a fence around the permit area.

10. That the Permittee shall not remove any sand, gravel, clay, stone or topsoil from the land except with the prior consent of and on such terms and conditions as may be prescribed by Her Majesty's representative.

11. That subject to Clause 11 hereof all stripping, stockpiling and replacement of topsoil shall be done to the satisfaction of Her Majesty's representative.

12. That within sixty (60) days after the construction of the road underground from sewer line or such other reasonable time

as may be agreed upon, the Permittee shall level the said lands—  
and unless otherwise agreed upon, by the Minister, with the con-  
sent of the Council shall remove all debris therefrom and  
in all respects restore the said permit area to its former  
state so far as is practical.

13. That the Permittee shall not impede, interrupt, divert or  
in any way affect drainage and regular flow of water from,  
through, into or out of any drain, drainage ditch, creek or water-  
course of the Reserve or running through the Reserve.

14. The Permittee hereby agrees that such sewer systems as may  
be installed to service the whole or any portion of the Reserve,  
may be connected to the works.

15. That the Permittee may only charge users on the Reserve the  
standard connection and user costs or fees charged to all other  
users.

16. Her Majesty shall not be liable or responsible in any way  
for any loss, theft, damage or injury to any property upon the  
permit area howsoever caused and the Permittee shall indemnify  
and save harmless Her Majesty against and from and shall be  
responsible for all claims, demands, loss, costs, damages,  
actions, suits and other proceedings or as a result of the death,  
injury or alleged injury, of any person whomsoever howsoever  
caused, that are in any manner based upon, attributable to,  
occasioned by, or arising out of, the use and occupation of the  
permit area, including any adjoining sidewalks or any part there-  
of, or any construction, installation, demolition, alteration,  
work, or operation conducted on the permit area or any part there-  
of by the permittee, its officers, servants, employees, workmen,  
contractors, subcontractors or any, some or all of them whether

such be caused by or contributed to by the negligence of the permittee, its officers, servants, employees, workmen, contractors, subcontractors or any, some or all of them or otherwise.

17. The Permittee hereby releases Her Majesty, Her Successors and Assigns from any and all liability or loss or damage caused by any of the perils against which the Permittee shall have insured, and whether or not such loss or damage may have arisen out of the negligence of Her Majesty against and from all manner of actions, causes of action, suits, damages, loss, costs, claims and demands of any nature whatsoever relating to such loss or damage and the Permittee covenants and agrees that in the event of damage to or partial destruction of the works the Permittee shall either (a) replace any part of the works destroyed with new improvements in accordance with any agreement which may be made with it or (b) repair or replace such damage or partial destruction in the absence of such agreement.

18. That the Permittee shall during the currency of this permit, at its own expense promptly observe, perform, execute and comply with all applicable laws, rules, requirements, orders, directions, ordinances and regulations of every federal, provincial or municipal authority or agency concerning the permit area and the works of the Permittee constructed therein and thereon.

19. That at the expiration or other sooner termination of the permit, the Permittee shall peaceably surrender and yield up onto Her Majesty the said permit area, and unless the Permittee is in default of any of the terms, conditions, covenants or stipulations herein contained, the Permittee will have the right to remove any works installed by it on the permit area provided that the permit area is thereby left in a condition satisfactory to Her Majesty's representative and provided further that if

the said works are not removed within thirty (30) days of the expiration of the permit or sooner termination hereof as the case may be, the said works shall revert to Her Majesty and become the property of Her Majesty without any claim for allowance or payment in lieu thereof.

20. That the Permittee shall keep the permit area in a condition satisfactory to the representative of Her Majesty who may enter the said permit area at all reasonable times during the currency of this permit to examine the condition thereof.

21. That the Permittee shall not do or suffer to be done any act or thing that may in the opinion of Her Majesty's representative annoy or disturb other persons on the said Reserve.

22. That where in the opinion of Her Majesty's representative a nuisance exists he may order the Permittee to abate the nuisance and clean up the permit area, and if the Permittee fails to do so, Her Majesty's representative may take whatever steps may be necessary to abate the nuisance.

23. That without in any way restricting the provision of the preceding section no rubbish, sewage or any other matter of an offensive nature shall be deposited anywhere on the said Indian Reserve.

24. That no waiver on behalf of Her Majesty of any breach shall be valid, or be binding unless the same be expressed in writing by the Minister and any waiver so expressed shall extend only to that particular breach to which such waiver specifically relates and shall not be deemed to be a general waiver or to in any way affect the rights of Her Majesty with respect to any other breach.

25. No remedy herein conferred upon or reserved to Her Majesty is intended to be exclusive of any other remedy herein or by law provided, but such remedies shall be cumulative and shall be in addition to every other remedy given hereunder or now hereafter existing at law or in equity.

26. Whenever under this Permit it is required or permitted that notice or demand be given or served by any party to this Permit to or on the other, such notice or demand shall be given or served in writing and forwarded by registered mail, addressed as follows:

To the Minister at: His Office at  
Les Terrasses de la Chaudière  
Hull, Quebec  
K1A 0H4

To the Permittee at: Municipal Admin. Bldg.  
38 Dutch Village Road  
P.O. Box 300  
ARMDALE, Nova Scotia  
B5L 4K3

or to such other address as either or the parties may from time to time notify the other in writing in the manner hereinbefore provided.

27. That this Permit may be revoked or cancelled by the Minister if the Permittee is in default in the performance of any of the terms, conditions, and covenants of this agreement and where such default is not rectified by the Permittee within 30 days of the date of notice from the Minister to the Permittee.

28. That the term "Minister" as used herein means the Minister of Indian Affairs and Northern Development.

29. That the term "Reserve" as used herein means the Cole Harbour Indian Reserve No. 30, in the Province of Nova Scotia.

30. Notwithstanding anything herein to the contrary or notified other-

wise by the Minister, the term "Her Majesty's representative" shall mean the Director General, Department of Indian and Inuit Affairs, Atlantic Region.

31. That no member of the House of Commons shall be admitted to any share or part of the within permit or to any benefit to arise therefrom.

32. Time shall be of the essence.

28/81 ✓  
33. The Permittee and the Minister mutually covenant and agree that this Permit is given under Section 28(2) of the Indian Act, RSC 1970, Chapter I-6, and the rights given hereby shall be construed as a license only and shall not be deemed to grant, convey or confer on the Permittee any right in rem or any estate or interest in the title to that portion of Cole Harbour Indian Reserve No. 30 in the Province of Nova Scotia comprising the permit area. Notwithstanding anything in this permit contained, the Permittee on behalf of itself, its officers, servants, agents, tenants, licencees and invitees acknowledges and agrees that this Permit does not confer or give rise to any greater right or rights upon the Permittee, its officers, servants, agents, tenants, licencees and invitees than the Minister is authorized to confer by Sub-Section 28(2) of the Indian Act.

IT IS FURTHER AGREED that this permit shall be subject to the provisions of the Indian Act and Regulations established thereunder which may now be in force or which may hereafter be made and established from time to time in that behalf by the Governor in Council.

IN WITNESS WHEREOF ~~J.D. Leask, Director General, Reserves and Trusts,~~ F. J. Singleton, Acting Director, Lands Branch, Department of Indian Affairs and Northern Development, on behalf of Her Majesty the Queen, in right of Canada, has hereunto set

his hand and seal and the Permittee has caused its seal to be hereunto  
affixed in the presence of its duly appointed officers this *10th*  
day of *January*, 19*80*.

SIGNED, SEALED AND DELIVERED

in the presence of:

*F. J. Singleton*

~~Director~~, F. J. Singleton,  
~~Director~~, Acting Director,  
~~Director~~ Lands Branch.

THE MUNICIPALITY OF THE COUNTY  
OF HALIFAX

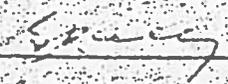
*W. J. Dutton*

*[Signature]*

ACKNOWLEDGEMENT OF OFFICER OF A CORPORATION

I HEREBY CERTIFY THAT, on the 27<sup>th</sup> day of November, 1979,  
at Halifax, in the Province of Nova Scotia <sup>See A. Scott</sup>  
<sup>and H. R. Beach</sup> who <sup>is</sup> personally known to me, appeared  
before me and acknowledged to me that <sup>he</sup> ~~is~~ <sup>is</sup> the <sup>Mayor and Township Clerk</sup>  
OF THE MUNICIPALITY OF THE COUNTY OF HALIFAX, and that <sup>he</sup> ~~he~~ <sup>he</sup> affixed the seal  
of THE MUNICIPALITY OF THE COUNTY OF HALIFAX To the Instrument; that <sup>he</sup> ~~he~~ <sup>he</sup>  
<sup>was</sup> first duly authorized to subscribe his name as aforesaid, and affix  
the said seal to the said Instrument, and that such corporation is  
legally entitled to hold and dispose of land in the Province of Nova  
Scotia.

IN TESTIMONY WHEREOF I have hereunto set my  
hand and seal of office at Halifax in  
the Province of Nova Scotia, this 27<sup>th</sup> day  
of November, one thousand nine hundred  
and seventy-eight.

  
\_\_\_\_\_  
Notary Public in and for the Province of  
Nova Scotia or a Commissioner for taking oaths.

G. J. KELLY  
A Commissioner of the Supreme Court of Nova Scotia

NOTE: As to the person making the acknowledgement is personally known  
to the officer taking the same, strike out the words in brackets.

the City of Halifax, in the Province of  
Canada, public servant

make oath and say:

I am personally present and did see the within instrument

executed by F.J. Singleton

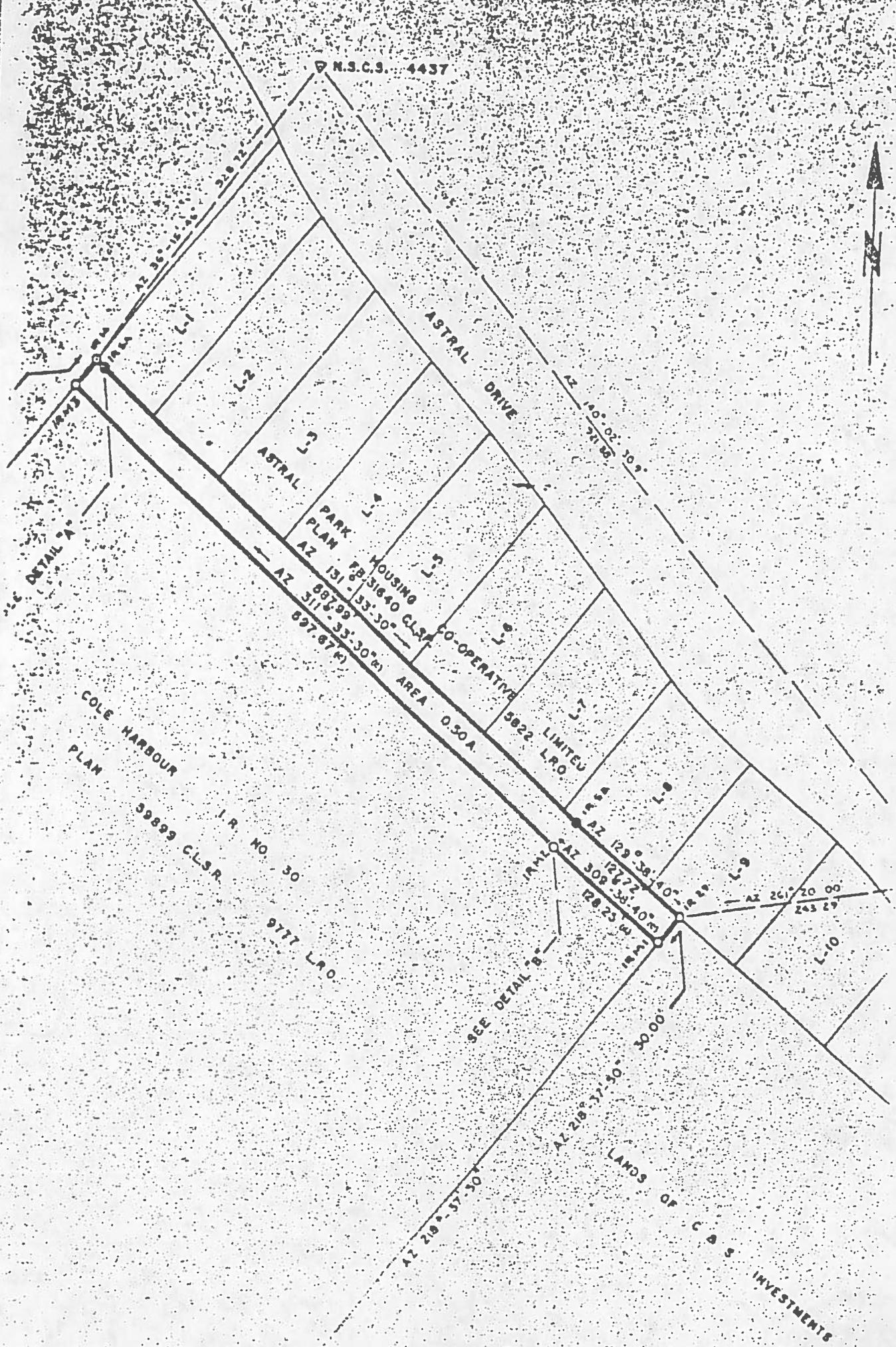
Department of Indian Affairs and Northern Development.

I know the said F.J. Singleton and that  
he is in a better of the full age of eighteen years.

I am the subscribing witness thereto.

Subscribed before me in the  
City of Halifax, in the  
Province of Nova Scotia, this  
day of \_\_\_\_\_ 19\_\_

*[Signature]*



N.S.C.S. 4437

ASTRAL DRIVE

SEE DETAIL A

COLE HARBOUR PLAN 59899 CLSR.

I.R. NO. 30

9777 L.R.O.

SEE DETAIL B

LANDS OF C.B.S. INVESTMENTS



RÉSOLUTION DE CONSEIL DE BANDE

274/21-5-3-30

NOTE: The words "From our Band Funds", "Capital" or "Revenue", whichever is the case, must appear in all resolutions requesting expenditures from Band Funds.  
 NOTA: Les mots "des fonds de notre bande", "Capital" ou "revenu" selon le cas doivent paraître dans toutes les résolutions portant sur des dépenses à même les fonds des bandes.

THE COUNCIL OF THE  
 LE CONSEIL DE LA BANDE INDIENNE **Truro Band**

AGENCY  
 DISTRICT **Nova Scotia District Office**

PROVINCE **Nova Scotia**

PLACE  
 NOM DE L'ENDROIT **Millbrook Indian Reserve**

DATE 20 Sept AD 19 76  
 DAY - JOUR MONTH - MOIS YEAR - ANNÉE

Current Capital Balance Solde de capital	\$
Committed - Engage	\$
Current Revenue balance Solde de revenu	\$
Committed - Engage	\$

DO HEREBY RESOLVE:  
 DÉCIDE, PAR LES PRÉSENTES.

That paragraph 15 of the proposed Permit, for a trunk sewer line across a 30-foot wide portion of Cole Harbour Indian Reserve No. 30, to the Municipality of the County of Halifax shall not be altered as requested by the Municipality to "service those lands which are within the serviceable area and the design capacity of the sewer having regard to the anticipated development in the total area to be served by the sewerage system."

That paragraph 15 may be altered in a manner which would allow the use of the trunk sewer to serve any portion of the Reserve and that the following wording for paragraph 15 would be acceptable to the Band Council:

"The Permittee hereby agrees that such sewer systems as may be installed to service the whole or any portion of the Reserve, may be connected to the works."

A quorum for this Band  
 Pour cette bande le quorum est

consists of  
 est de

Council Members  
 Membres du Conseil

*Lewis Elwood*  
 (Councillor - conseiller)

*Stephen J. Hradek*  
 (Chief - Chef)

*Alexander Fisher*  
 (Councillor - conseiller)

FOR DEPARTMENTAL USE ONLY - RÉSERVÉ AU MINISTÈRE

1. Balance of Funds Solde des fonds	2. Capital Capital	3. Revenue Revenu	4. Expenditure Dépense	5. Authority - Autorité Indian Act Sec Art. de la Loi sur les Indiens	6. Source of Funds Source des fonds <input type="checkbox"/> Capital <input type="checkbox"/> Revenue
--	-----------------------	----------------------	---------------------------	---	---

Approved - Approuvé  
 F. J. Singleton,  
 Acting Director,  
 Lands Branch.

10-1-80

Approved Officer - Approuvé par

C. S. Thompson  
 Director General - Atlantic  
 Indian & Inuit Affairs

**BAND COUNCIL RESOLUTION  
RÉSOLUTION DE CONSEIL DE BANDE**

File Number - N° de réf. de dossier  
37-1/2-1 31-5

**NOTE:** The words "From our Band Funds" "Capital" or "Revenue" which ever is the case, must appear in all resolutions regarding expenditure on Band Funds.  
**NOTA:** Les mots "des fonds de notre bande" "Capital" or "Revenu" selon le cas doivent paraître dans toutes les résolutions portant sur des dépenses à faire (ou fonds de bande).

<b>THE COUNCIL OF THE LE CONSEIL DE LA BANDE IN. INE</b>		<b>Current Capital Balance Solde de capital</b>	\$
<b>AGENCY</b>	<b>Turo Band</b>	<b>Committed - Engagé</b>	\$
<b>DISTRICT</b>	<b>Nova Scotia District Office</b>	<b>Current Revenue Balance Solde de revenu</b>	\$
<b>PROVINCE</b>	<b>Nova Scotia</b>	<b>Committed - Engagé</b>	\$
<b>PLAZ</b>	<b>Millbrook Reserve</b>		
<b>NOM DE L'ENDROIT</b>			
<b>DATE</b>	<b>14 January 75</b>		
<b>DAY - JOUR</b>	<b>MONTH - MOIS</b>	<b>AD 19</b>	<b>YEAR - ANNÉE</b>

**DO HEREBY RESOLVE:  
DECIDE, PAR LES PRÉSENTES:**

Whereas the Municipality of the County of Halifax proposes to install a trunk sewer line and has discussed their requirement for an easement across a portion of the Cole Harbour Indian Reserve Number 30.

Whereas the said Municipality has secured a public road right-of-way from the ~~Atwood Drive~~ to the northwesterly boundary of the reserve by indenture dated August 23, 1974, from Harold Brookfield-Elliot to the said Municipality;

Whereas Harold B. Elliot has indicated that he will begin development of land adjacent to the northwesterly boundary of the reserve which would include construction of the road within the mentioned right-of-way;

Whereas we understand that the proposed sewer can be used to service reserve land;

We do hereby resolve that an easement, for the installation and maintenance of a sewer line, across that portion of the Cole Harbour Indian Reserve Number 30 containing 0.5 acres more or less and shown enclosed by red lines on the plan attached hereto as Schedule "A", be issued to the Municipality of the County of Halifax with the following terms and conditions:

1. That the easement be issued in consideration of the sum of one hundred (100) dollars.
2. That the easement shall be for as long as the land is required to maintain and operate the sewer.

A quorum for this Band  
Pour cette bande le quorum est  
consists of  
fixé à  
Council Members  
Membres du Conseil

*Roger Case*  
(Councillor - conseiller)  
  
(Councillor - conseiller)  
  
(Councillor - conseiller)  
  
(Councillor - conseiller)

*Stephen H. Leade*  
(Chief - Chef)  
  
(Councillor - conseiller)  
  
(Councillor - conseiller)  
  
(Councillor - conseiller)  
  
(Councillor - conseiller)

*Alexander J. Fisher*  
(Councillor - conseiller)  
  
(Councillor - conseiller)  
  
(Councillor - conseiller)  
  
(Councillor - conseiller)

FOR DEPARTMENTAL USE ONLY - RÉSERVÉ AU MINISTÈRE					
1. Band Fund Code Code du compte de bande	2. COMPUTER BALANCES - SOLDES D'ORDINATEUR		3. Expenditure Dépenses	4. Authority - Autorité Indian Act - Sec Art. de la Loi sur les Indiens	5. Source of Funds Source des fonds <input type="checkbox"/> Capital <input type="checkbox"/> Revenue
	A. Capital	B. Revenue - Revenu			
6. Recommended - Recommandable			Approved - Approuvable		
Date: <u>13 DEC 79</u>			Date: <u>10-1-80</u>		
Recommending Officer - Recommandé par: <u>C. S. Thompson</u>			Approving Officer - Approuvé par: <u>F. J. Singleton</u>		
			Acting Director - Lands Branch.		

which are set out below, be entered, pursuant to the Indian Act, either in the Reserve Land Register or in the Surrendered Lands Register as the case may be.

PARTICULARS

NAME OF PARTIES: THE MUNICIPALITY OF THE COUNTY OF HALIFAX

TYPE OF INSTRUMENT: AGREEMENT

DATE OF INSTRUMENT: JANUARY 10, 1980

LAND DESCRIPTION: Province: NOVA SCOTIA

Reserve & No: LAKE HARBOUR 30

Parcel: PLAN No. 63052 C.H.S.P.

TYPE OF INTEREST OR CHARGE: .....

SUPPORTING DOCUMENTS: Band Council Resolutions dated January 14, 1975 and September 20, 1976

January 11, 1980  
DATE

O'Rielly  
APPLICANT AND ADDRESS

Acceptance

This application for registration has been accepted and the instrument has been entered in the appropriate Register. This instrument has been registered under number \_\_\_\_\_ on \_\_\_\_\_ 19 \_\_\_\_ at \_\_\_\_\_

\_\_\_\_\_  
REGISTRAR

JAN 11 1980

Rejection

This application for registration has been rejected for the following reasons: .....

DATE

067257

APR 11 1 15 PM '88

*CAO RECORDS*

INDIAN RESERVE NO. 50

*MISS SCOTT*

*PERMIT*

NUMBER OF PIECES 1/2

I CERTIFY THAT THE WITHIN INSTRUMENT IS DULY ENTERED INTO THE REGISTER'S OF INDIAN LANDS AT OTTAWA, IN ACCORDANCE WITH SECTIONS 21 & 55 OF THE INDIAN ACT.

*Paul [Signature]*  
REGISTER



# Halifax County Municipality

Dept. of Engineering & Works

## Administration Centre

2750 Dutch Village Road  
Halifax, Nova Scotia B3L 4K3  
902-453-7534

February 27, 1996

Blackburn English  
287 Highway #2  
Enfield, NS B2T 1C9

**Attention: Mr. David English**

Dear Mr. English

**Re: Cost of Caldwell Road Water, Sanitary and Storm Sewer**

The cost of Caldwell Road water, sanitary and storm sewer was estimated at \$1,280,000.00 in 1989. This translates to a estimated frontage of \$65.2 per foot frontage to properties along Caldwell Road.

It would appear that this amount was used to estimate the Millbrook Band's share of the frontage charge and arrived at the estimated amount \$149,000.00 as contribution.

The actual construction cost of the project, especially the storm system was higher than the initial estimate. Based on the actual net construction cost, the Millbrook's share should be \$327,532.73.

Yours truly,

Ted Tam, P. Eng.  
Assistant Director of  
Engineering and Works

TT/lk

cc: Vince Smith, CAO  
cc: Robert Carmichael

# Cost of Caldwell Road Water and Sewer Project

	Water	Sanitary	Storm
Engineering fee	\$35,347.88	\$6,688.85	\$205,957.21
Interest during const.	\$20,920.48	\$27,127.34	\$11,039.49
Contractor	\$196,887.63	\$305,055.64	\$1,404,329.93
Equipment	\$233.81		\$1,212.91
Misc.		\$2,217.47	\$14,863.81
GST	\$3,891.58	\$10,430.29	\$47,862.23
	\$257,281.38	\$351,519.59	\$1,685,265.58
Total	\$2,294,066.55		
Acquisition of permit	\$93,800.00		
Gross Cost	\$2,387,866.55		
Less Tax Rebate	(\$22,269.23)		
Dept. of Transportation	(\$1,082,975.25)		
Municipal affairs, (PCAP) Grants	(\$220,169.66)		
	\$1,062,452.41		
Total frontage		7331 feet	
Millbrook Band		2260 feet	
Millbrook share	\$327,532.73		

Feb 26/96

## Re Millbrook Band Servicing

I spoke with Harry Mc Faray concerning our discussions with the Millbrook Band over the outstanding issues with the County

He would like to see the following

- \$ amount owing us
- reaffirm memorandum of understanding

July 15/91

- He realizes it may not hold up in Court
- I had some intent/validity by the parties who signed it
- Confine commercial initiatives to commercial area.
- Trailer (smoke shop) with outdoor privy, relocate to other side and hook to sewer.
- bring the 3 or 4 streets on the reserve up to standard.

AGENDA FOR MEETING TUESDAY, FEBRUARY 26, 1996

HALIFAX COUNTY MUNICIPALITY - MILLBROOK INDIAN BAND

→ 1. Payment of contribution for sanitary sewer, storm sewer and water service - \$149,000.00

149,000

93,800

55,200

→ 2. Setoff of \$93,800.00 in exchange for grant of easement

3. Interest on balance owing of \$55,200.00

4. Confirmation of grant of easement - Has Band Referendum been conducted confirming grant of easement? Letter instructing Department of Indian Affairs to grant easement *permit →*

*need to reveal amount \$93,800*

→ 5. Confirmation that memorandum of understanding of July 15, 1992 remains in effect

6. Sanitary sewer and water connections

*No restriction on use of land.*

*Permit - cost/fee  
plus renewal cost/fee*

- gas bar

- gaming agreement with Province  
provides a ~~to~~ ability to put in  
Bingo facility and Video machines

(4) - Storm Exemption  
1975 agreement - band got \$100 for ~~the~~ their  
trouble.

Wednesday  
~~10:30 AM~~  
1981

Lloyd Tolson  
Chief Lawrence Paul  
Donald English

Robert C  
Ted F  
June 5.

⑤ - No supporting Board Council Resolution  
Dept. of Indian Affairs did not agree  
with draft memorandum  
no license ~~and~~ give under the  
Section 28 (2) of the Act.

① - 149,000 Estimate  
Board Council will get the  
benefits of various contributions  
from other levels of government

Demand by Board for servicing not  
now as great as when this was  
discussed.

---

Consideration given  
Right to hook to existing  
sewer.

X

2.15

7,331 ft.  
~~2,371~~  
2,260 ft

2260  
 7331

out of pocket costs →

<sup>14</sup>  
 2260  
 70  
158,200

Sewer - Astral Drive

- we want sewer/water  
 down Caldwell Road,  
 at expense of County.

④ get a permit for 5 yrs.  
 Dept of Inland & North Affairs  
 upon recommendation of  
 Chief and B

⑤ useless.

28(2) license

Astral drive - Tank line  
no permission granted  
was not intend to service  
part of this.

- ① What is owing by County? - detail
- ② Plant Water Hooked up will pay  
the charges to City of Dartmouth

North side cannot service

Write off of any balance due  
the bond.

Value of agreement - Consideration  
1975  
1980

fee

fee - how can we get  
guarantee or percent fee

Vance

Feb. 23  
2:00

Chief Paul

893-3886

cell - 897-1380

- What has Executive/Council said on this matter?
- How do we go about settling this items?
- What items do we need addressed?
- Do we have a fall back position?
- Who will do the communicating?, How?, and when.
  - I think I owe Chief Paul a call today.

lost interest already

possible assignment of funds by  
Indian Affairs Dept County.

① owe us \$149,000

② we owe them 93800

55,200 ✓

③ easement (perpetual)  
Millbrook Band  
Dept of Indian Affairs

Copy of their  
letter assigning  
funds from their  
1996/97 funds

④ met conditions of memorandum  
of understanding date ~~and~~  
July 15/91

Contract to ~~retain~~  
have this ~~to~~ be completed by <sup>\$</sup> March 31/96

be prepared to take to Executive

Vince:

Feb. 22  
4:40

Rob  
Carmichael

421-6262

Returned  
your call

~~Copy of invoice~~ Nov 1992 - \$49,000

- Chief Paul's letter of Sept 23/92 - 93,000

- Chief Paul's letter of Nov 9/95

- Did we reply to Chief Paul's letter of March 31/92 - item #4 not agreed to

VINCE.

The following is the Background  
information Regarding the Caldwell Road,  
Millbrook Band Property.

I will be back in my office @ 1:30pm.

Ted.

# MEMORANDUM

DATE: February 20, 1996  
 TO: Vince Smith, CAO  
 FROM: Ted Tam, P. Eng.  
 Assistant Director of  
 Engineering and Works  
 RE: Sewer Connection, Gas Bar, Caldwell Road

RECEIVED  
 FEB 22 1996  
 RECEIVED

It was brought to m  
 Caldwell Road had c  
 Water System.

As you are aware,  
 November, 1995. T  
 outstanding issues

Please advise if the

Yours truly,



Ted Tam, P. Eng.  
 Assistant Director  
 Engineering and

TT/ik

Block Stom damage lines  
 Carry to Point 149  
 Chief Lawrence Paul 98  
 Turc 51  
 First National Bank  
 after after Hall \$51,000 County  
 Dullawell  
 Chief Lawrence Paul  
 897-9199

we show  
 for de

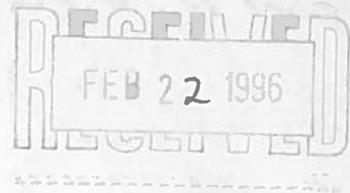
Feb 22/96 10:10  
 Talked with

- if sewer there they must bookup
- can force them to open for our inspection
- electronic currently on at Bond
- Ted to contact lawyer and suggest they request a meeting with Executive to discuss the bookups. if not we will have to talk to Executive

Chief Paul

# MEMORANDUM

DATE: February 20, 1996  
TO: Vince Smith, CAO  
FROM: Ted Tam, P. Eng.  
Assistant Director of  
Engineering and Works  
RE: Sewer Connection, Gas Bar, Caldwell Road



It was brought to my attention that the Gas Bar and Convenience store located on Caldwell Road had connected to the County Sanitary Sewer and also to the Dartmouth Water System.

As you are aware, Millbrook Band requested permission to connect to the system on November, 1995. The Halifax County Executive Committee deferred this matter until the outstanding issues were addressed by the Millbrook Band.

Please advise if there is any action that you wish our department to carry out.

Yours truly,

Ted Tam, P. Eng.  
Assistant Director of  
Engineering and Works

TT/lk

*we should follow are normal procedure(s)  
for dealing with illegal hookups*

*Feb 22/96 10:10 AM*

*Talked with Ted*

- if sewer there they must hookup within yr.*
- can force them to open for our inspection*
- electric currently on at Band*
- Ted to contact lawyer and suggest they request a meeting with Executive to discuss the hookups. if not we will have to talk to Executive*

*Chief Paul.*

## STAFF REPORT

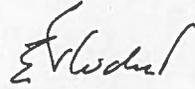
TO: EXECUTIVE COMMITTEE

SERVICING MILLBROOK BAND  
RESERVE - GAS BAR/CONVENIENCE  
STORE

FROM: ENGINEERING & WORKS  
DEPARTMENT

  
\_\_\_\_\_  
CHIEF ADMINISTRATIVE  
OFFICER

DATE: November 17, 1995

  
\_\_\_\_\_  
DIRECTOR OF ENG. & WORKS

---

### RECOMMENDATION:

**IT IS RECOMMENDED THAT CONSIDERATION BE GIVEN TO THE REQUESTS FROM THE MILLBROOK BAND.**

### BACKGROUND:

On November 2, 1995 the Engineering and Works Department received an application from the Fundy Training Group for a hook up of sanitary and potable water for a Gas Bar/Convenience Store on the Millbrook Band Reserve land on Caldwell Road.

The information provided with the application shows that the intent is to install a Tank and Piping System as per the Nova Scotia Department of Environment Class "A" system.

The attached report outlines the history of the request of servicing to the Millbrook band.

## BACKGROUND MILLBROOK BAND, CALDWELL ROAD SERVICING

In 1990, the Municipality received a request from Chief Lawrence Paul regarding the possibility of extending water and sanitary sewer to serve the Millbrook Band Reserve Lands. As a result, the then Deputy Warden Harry McInroy wrote to Mr. reg Graves, Regional Director of Lands, Revenues & Trusts of the Department of Indian Affairs regarding the proposed services extension.

As a result, On July 15, 1991, the Millbrook Indian Band and the Municipality entered a Memorandum of Understanding for the development of the Reserve lands with water and sewer.

On October 2, 1992, the Municipality conveyed to Mr. Lloyd Johnson of the Millbrook Band Council regarding the amount of Capital Charges to be recovered from the Band.

On November of 1992, Mr. Johnson requested the Municipality to issue the invoices for the betterment charges. The amount of the invoice is \$149,000.00

In 1992, staff also identified that due to new developments around the Caldwell Road area, a new storm pipe is required along the Caldwell Road and also the upgrading of a brook through the Millbrook Reserve. Further negotiations were carried out, and on September 23, 1992 Chief Paul wrote to the Municipality agreeing that the Millbrook Band would grant to the Municipality an easement to allow the brook upgrading and to enter upon the land in the future for maintaince for an amount of \$93,000.00

The construction of the sanitary, water and storm systems have been completed and operational in 1995.

To date, the Municipality has not received any payment, and therefore on September 11, 1995 a request was made to Department of Indian Affairs to obtain information for the claiming of Grant in Lieu of Taxes for betterment charges.

On November 9, 1995 Department of Indian Affairs forwarded a letter from Chief Paul regarding the conditions for the grant of easement. The current conditions are diferent than what was agreed in March of 1995. Copy of that letter is enclosed.



# Halifax County Municipality

Councillor \_\_\_\_\_  
District \_\_\_\_\_

Administration Centre  
2750 Dutch village Road  
Halifax, Nova Scotia B3L 4K3  
902-453-7566

May 1, 1989

Mr. Reg Graves, Regional Director  
Lands, Revenues & Trusts  
Department of Indian Affairs  
P.O. Box 160  
Amherst, N.S.  
B4H 3Z3

Dear Mr. Graves:

Re: Water/Sewer Services, Cole Harbour Reserve, Caldwell Road,  
Cole Harbour, Halifax County

Following a request by Chief Lawrence Paul regarding the possibility of extending municipal water service to the above noted reserve lands, the engineering staff of Halifax County have prepared construction cost estimates for the provision of water and sewer along Caldwell Road.

The estimated frontage of reserve lands on the east and west side of Caldwell Road is + 2,300 feet. The per front foot estimated cost is \$65.00.

The total estimated cost to service the front lands of the reserve is + \$149,500.00

Other land owners (developers) whose lands would be serviced under this proposal would be asked to contribute funding based on the above noted "front foot" estimated cost.

I am writing to ask whether the Department of Indian Affairs would be prepared to pay for the cost of installing water and sewer services on a "front foot" basis.

.../2

Mr. Reg Graves  
Page 2  
May 1, 1989

If you require additional information or clarification of a technical nature you may wish to contact Mr. Ted Tam, Assistant Director, Halifax County Engineering and Works Department.

If you wish to discuss the matter with me I am available at the address noted above or at 453-7620.

Yours truly,



Deputy Warden Harry McInroy  
Councillor - District 24  
Cole Harbour

HJM:jmk

cc Hon. David Nantes, M.L.A.  
Chief Lawrence Paul  
~~Mr. Ted Tam~~

L7H

STAFF REPORT

TO: Municipal Council  
FROM: Dept. of Planning & Development  
Dept. of Engineering & Works  
RE: EXTENSION OF MUNICIPAL SERVICES -  
CALDWELL ROAD - RESERVE 30  
DATE: December 4, 1990

*[Signature]*  
CAO  
*[Signature]*  
DIRECTOR, PLANNING & DEVELOPMENT  
*[Signature]*  
DIRECTOR, ENGINEERING & WORKS

RECOMMENDATION

THAT MUNICIPAL COUNCIL ENTER INTO AN AGREEMENT WITH THE MILL BROOK INDIAN BAND RESPECTING THE EXTENSION OF WATER, STORM AND SANITARY SEWERAGE SERVICES ALONG THE CALDWELL ROAD TO COLE HARBOUR INDIAN RESERVE 30 AND TO THE GENERAL DEVELOPMENT OF THESE LANDS.

FURTHER, THAT COUNCIL PROCEED TO REVISE ITS CAPITAL PROGRAMME TO INCLUDE THE EXTENSION OF CENTRAL SERVICES ALONG CALDWELL ROAD, BETWEEN ASTRAL DRIVE AND ATHOLEA DRIVE, AND THAT COUNCIL CONSULT WITH THE PROVINCE FOR COST-SHARING ON STORM SEWERAGE IMPROVEMENTS IN CONJUNCTION WITH THE GENERAL UPGRADING OF CALDWELL ROAD.

Background

The subdivision of lands along Caldwell Road resulting from the recent expansion of the area's service boundary has, once again, focussed attention on the shortcomings of the transportation and servicing network between Astral and Atholea Drives. In particular, major road upgrading and storm sewerage along Caldwell Road are required to respond to ongoing development and the traffic generated by and through the community. There is also a need to loop the water line serving the area to enhance domestic supply and to improve fire flows. Given increased development in Cole Harbour and Eastern Passage over the past few years and thus, additional demands placed upon the Caldwell Road, it is time to plan and budget for this project.

In context with these considerations, the Municipality has been approached by the MillBrook Indian Band with respect to its holdings at Reserve 30, a 50-acre parcel which spans Caldwell at the lower end of Morris Lake (Map 2, p.6). Although a portion of the Reserve is accessible to municipal services, the area currently developed is served by septic tanks and wells. With a view to improving services to these residents and providing for long-term opportunities for development of the Reserve, the Band Council wishes to construct central sanitary, storm and water facilities.

Although the Reserve is split by the areas's service boundary, which follows the Caldwell Road, the larger portion is within the serviceable area and, in fact, has direct access to a municipal sewer located on the property (Map 4, p.8). This trunk sewer was constructed under a legal agreement between the Band Council and the Municipality in 1975. In return for permission to install the sewer, the Municipality provided its undertaking to the MillBrook Band that the sewer could be accessed by the Band for future development.

The established residential area on the southern Reserve parcel cannot, however, be developed by access to this trunk and the Band Council proposes to begin a phased construction of services along Caldwell Road. This will assist the task of completing the sewer linkage between Atholea and Astral Drives.

### ANALYSIS

Following the Council's recent realignment of the Cole Harbour service boundary, development is quickly proceeding on the majority of properties to which municipal sewerage capacity was extended. However, the extent of these subdivisions has been somewhat constrained by the costs associated with creating lots along Caldwell Road.

As illustrated by Map 3 (p.7), subdividers are not completing their projects through to Caldwell. Willowdale Estates, Kenwood Acres and Carlisle Subdivision all show vacant blocks of land along this road. The majority of these subdivisions are developed by directing sewage to the Astral Drive trunk. Installing a duplicate system along Caldwell is not cost-efficient for individual subdividers in terms of the number of additional lots which can be created. Therefore, the Caldwell Road frontage is left in uncertain circumstances.

This is an inconvenience, and presents some loss to developers of the individual subdivisions. However, there is a larger concern to the Municipality. The Council's recent deliberations on the expanded service boundary recognized the need to work towards improving transportation and servicing links in the Astral-Atholea area. To some extent, this has been enabled by the allocation of service capacity to key properties within the area. What remains to be accomplished is to loop the area's water system, upgrade the Caldwell Road and respond to the inevitable effects of increased storm flows from the subdivisions now underway.

In addition to its obvious function in serving local traffic, Caldwell Road is an essential transportation facility for areas to the east. Traffic generated by both Cole Harbour and Eastern Passage will continue to place heavy demands on this road. It is usual to hold back on major road works in order to minimize disruption while subdivision and servicing are in progress. However, the time has come to plan and budget for improvements, including resurfacing and sidewalks, and the curb, gutter, and piped storm drainage commensurate with urban development.

In order to accomplish this with any efficiency, the Municipality and the Province will be required to ensure that water, sewerage and storm facilities are completed along Caldwell Road and that upgrading of the road is carried out in a co-ordinated project. Given the road's function within the larger area, it is reasonable to approach the provincial government to cost-share

with the Municipality and landowners with respect to these works. In this regard, the matter of piped storm facilities to serve immediate properties and upstream development should be a matter of early consultation, particularly with the Nova Scotia Department of Transportation. The current system of open ditching along Caldwell is not adequate to the needs of the area.

An estimated cost of \$1.28 million for installing piped services (water, sanitary, storm) was presented to the Urban Services Committee earlier this year. This estimate translated to foot-frontage costs of approximately \$65 per foot when standard municipal cost-sharing was applied (60% mun / 40% res).

As a separate element, storm drainage is significant to the costs of servicing and accounts for 32% of the total project. Even when the previous Committee estimate is updated to 1991 dollars, foot-frontage charges are lowered to a range of \$52-\$57 per foot, when various types of provincial cost-sharing are applied. Costs, therefore, can be, and should be, reduced by additional cost-sharing with the Province, particularly with respect to the improvements of storm drainage along the public road. It is suggested that cost-sharing would provide a clear benefit to the provincial authority which is responsible for safe and effective maintenance of this roadway.

In recommending that additional services be installed, it is not the intention, nor a likely possibility, that service boundaries in the vicinity will also be altered to provide for ongoing development. The capacity of plant and trunk has recently been assigned and does not allow for additional acreage. The project, therefore, is considered purely on an infilling basis with respect to new lots. As illustrated by Map 3 (p.7), the contribution made by abutting landowners will allow the completion of those subdivisions currently located within the service boundary and, for those contributors on the opposite side of Caldwell, will provide for the development of lots which have frontage on the road and direct access to the sewer. A number of existing homeowners, whose properties have no subdivision capability, will also be serviced.

As the general upgrading of the road and linking of services does not provide for additional serviceable acreage, amendments to establish a new service boundary through the area plan and subdivision by-law are not required. The serviceable area is currently defined according to Map 4 (p.8). The Municipality's sewer legislation and practice will permit and require properties immediately abutting the pipe to connect to the depth of one lot. Therefore, the installation of services along Caldwell Road will allow for the development of a series of lots infilling the frontage. The installation will provide for an eight-inch collector sewer only, sufficient to meet the needs of this level of development.

#### MillBrook Proposal

The MillBrook Band Council represents the only major landowner yet to develop within the service boundary in this vicinity. The interior parcel of the Reserve contains nearly 30 acres and, as mentioned, there is a trunk sewer located along its northernmost boundary. The 1975 agreement between the Band Council and the Municipality permits the Band to access this sewer to service its holdings.

There are two logical constraints which can be applied to this agreement. Firstly, the location of the trunk line, at the farthest reaches of the Reserve, may make it uneconomic for the Band to begin its development at this location. Secondly, there are the realities of the public sewer and plant which, agreements notwithstanding, do not have unlimited physical capacity.

With respect to the first item, the Reserve's existing residents all live on its southern parcel, the necessary location to begin improvements and an area which is quite inaccessible to the northern sewer line. The Reserve currently contains about a dozen homes, serviced by septic tanks and wells. Residents are experiencing difficulties with high levels of arsenic and mineral content and there is evidence of health problems. In addition to the service required to ease the burden to existing residents, the identification of on-site servicing problems at this stage of the Reserve's development is of obvious concern. The property is a valuable resource over the long-term in providing housing in the Metro area to band members and their families.

With regard to the capacity of the plant, the Band Council recently undertook a development study, which provides a concept for the long-term use of the Reserve and permits an estimate of the capacity required to service the property. In addition, the Band Council has provided the Municipality with a draft "development" agreement which reflects the study's conclusions, outlines the Band's known intentions and provides for development which will meet the general construction and servicing standards applicable to the surrounding community.

Present service capacity allocated to the Reserve is 37,800 igpd, which is based on the Municipality's design capacity for trunk and plant as used throughout the area. It appears from the development study undertaken that the entire Reserve may be able to operate within this capacity. In any event, the Municipality does not, at the present time, have additional gallorage to offer unless other properties can be found which can be removed from the serviceable area. It is assumed that Municipal Council is not in a position to reconsider its recent allocations.

The capacity which is currently available to the serviceable area of the Reserve can be allocated to the property in total and servicing can be permitted to proceed without mandatory connection to the existing trunk. This would enable the Band Council to begin its project by connecting and continuing to construct along the Caldwell Road. In addition, the development can proceed without overtaxing the present sewer and plant.

The Municipality's land use and other by-laws are not applicable to Reserve property. Therefore, development will proceed according to a satisfactory "development" agreement which provides for a mutual understanding of the project. The draft agreement implements road and servicing standards which are in common usage and outlines a development which is primarily low-density residential in nature. This agreement was prepared by the Band Council and its consultants and revisions were suggested during initial contacts with area elected officials and staff. The agreement provides for revisions as need and time progress. A concept plan of the proposal is attached as Map 5 (p.9).

In conclusion, the Municipality's 1975 agreement with the MillBrook Band Council can be implemented by allowing for use of the present capacity available to the Reserve with an alternate location of the sewer to deliver this service. The development of the Reserve in this way will not only assist present residents of the property and allow for adequate health services over the long-term, but will permit this land to be considered in light of the general servicing requirements along Caldwell Road. The Reserve is in a critical position as it requires servicing along Caldwell to permit complete development of the property. This is particularly so with respect to storm drainage.

Drainage from the northern parcel of the Reserve will necessarily involve collection by sewerage installed along Caldwell Road. Furthermore, development on adjacent properties on the north side of Caldwell will precipitate additional storm drainage as construction proceeds. This will flow toward Caldwell and the Reserve's southern parcel. One nearby developer has already made arrangements to discharge storm flows over the Reserve and into Morris Lake.

While the limited amount of land on the south side of the road, including that of the Reserve itself, can discharge in this manner, development on the north side (within the service boundary) will exacerbate flows and eventually require remedial measures along Caldwell Road. This required system should be constructed in conjunction with the upgrading of the road in general and is needed for the proper long-term functioning of that facility.

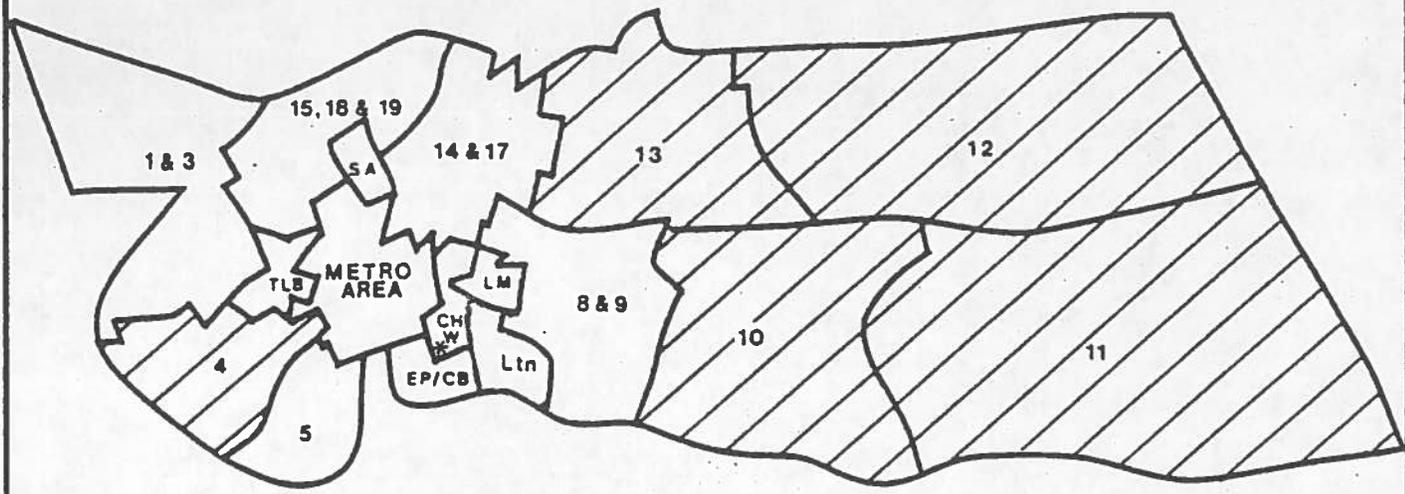
Thus, Council is advised to consult with the provincial authorities on design and cost-sharing for this public system. In fact, for efficiency and cost-effectiveness, serious consideration should be given to installing this storm system only in conjunction with road upgrading. This would not hinder the immediate remedial measures to be undertaken by the Band Council, as adequate on-site drainage can be designed for the Reserve's first phases, and it would allow time for the Municipality and the Province to budget for subsequent work.

#### Boundary Amendments

The general service boundary does not require amendment as additional capacity is not available to allocate and current legislation and policy will account for infilling. The only lands which can completely develop at this time are the lands of the Reserve and specific arrangements were made for this connection under the 1975 agreement.

In keeping with the Municipality's practice relative to extending municipal policies to federal and other territories, the Cole Harbour plan and supporting by-laws should reflect the servicing of the Reserve, for the purposes of planning and public information. It is timely that the plan is currently under review and this boundary change in the area of the Reserve can be accomplished during the review amendments without affecting the timing of agreements to service the lands.

### MUNICIPALITY OF THE COUNTY OF HALIFAX



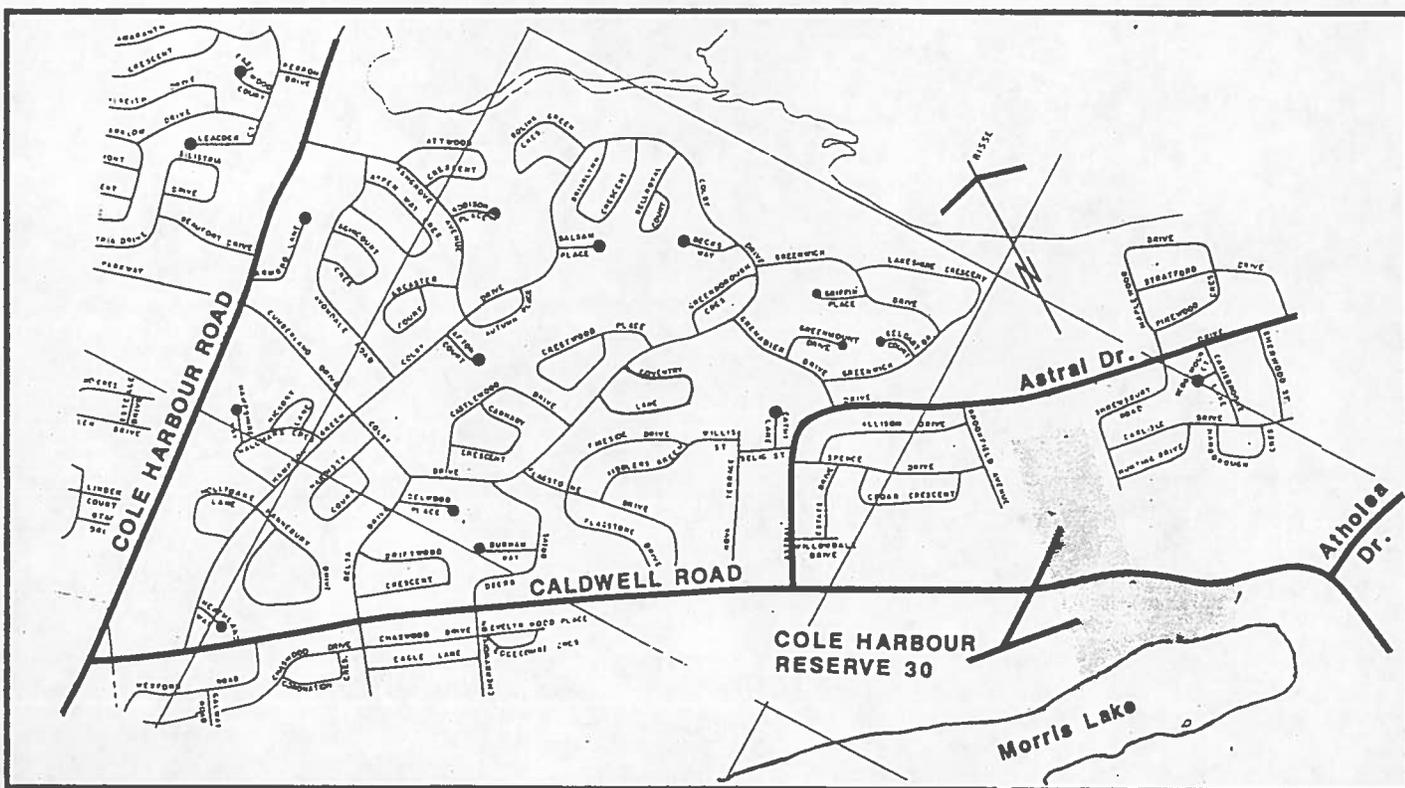
NO MPS

AFFECTED DISTRICT / PLAN AREA

\* CH/W

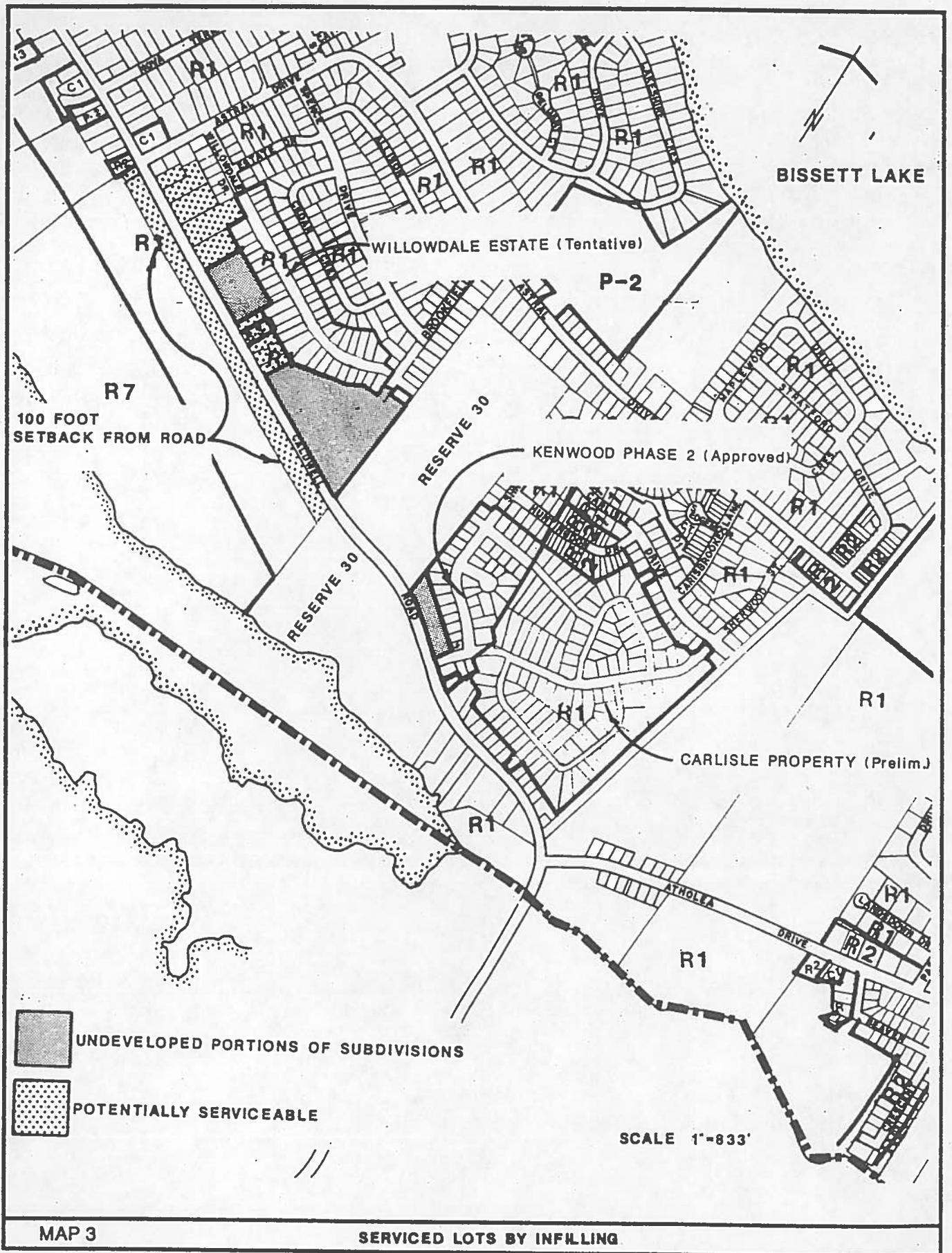
MAP 1

PLAN AREA AND DISTRICTS

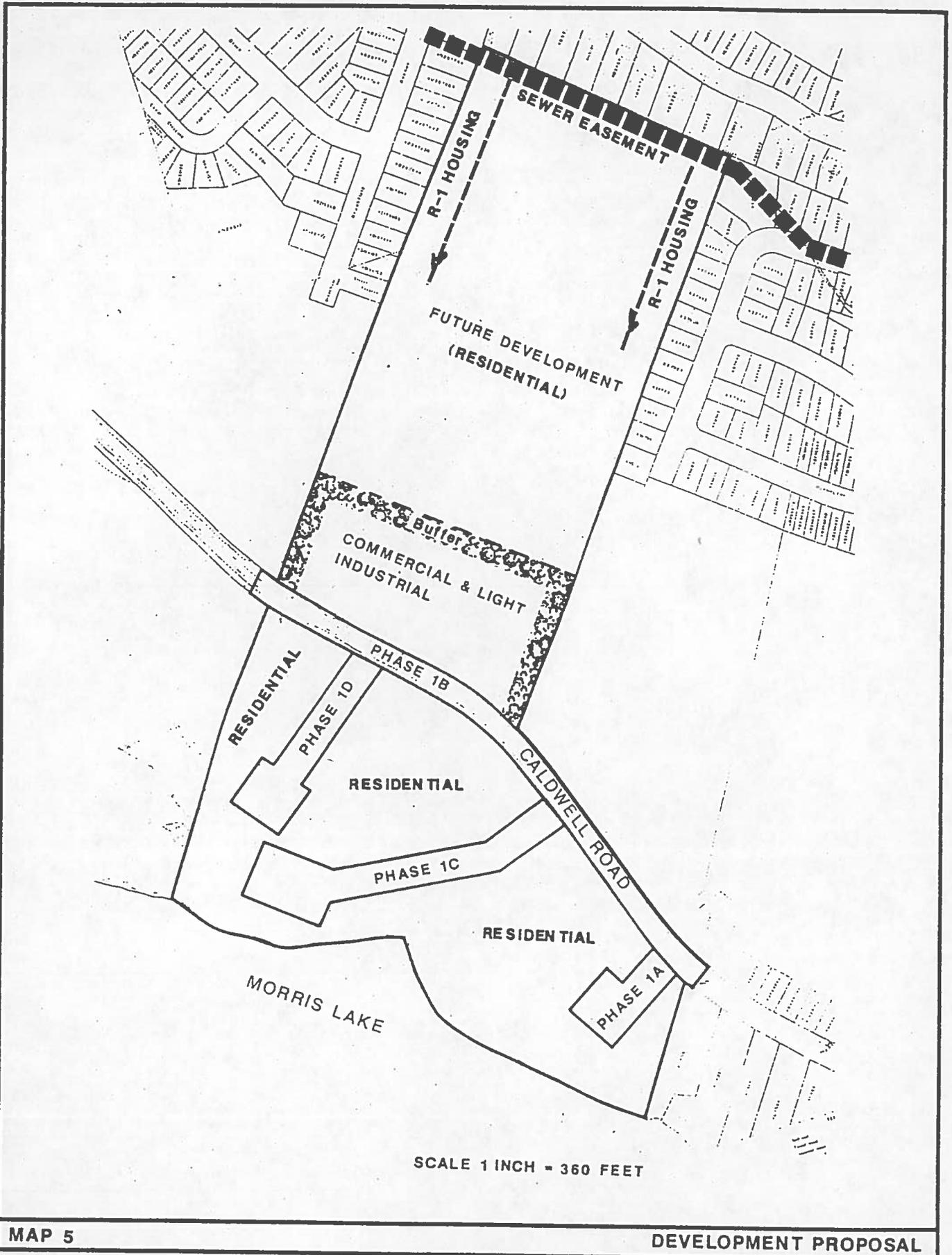


MAP 2

LOCATION







MAP 5

DEVELOPMENT PROPOSAL



# Halifax County Municipality

Chief Administrative Officer

Administration Centre

2750 Dutch Village Road  
Halifax, Nova Scotia B3L 4K3

Tel: 902-453-7568

Fax: 902-477-5231

September 21, 1992

Chief Lawrence Paul  
Millbrook Band Council  
P.O. Box 634  
Truro, Nova Scotia  
B2N 5E5

**FAX: 1-893-4785**

Dear Chief Paul:

**Subject: Lands - Caldwell Road - Cole Harbour**

I attempted to reach you by telephone this morning, but was unsuccessful. I was hoping to speak to you with regard to the draft agreement for the above noted.

You had previously contacted our office by phone and had expressed concern with the draft agreement. At that time you had indicated you would be contacting the Municipal Solicitor, Mr. Fred Crooks, to clarify some of your concerns. In speaking with Mr. Crooks, I understand you have been unable to contact each other, however, he did indicate to me that your concerns, as he understood them, could have been clarified quickly should you have been able to connect to discuss this matter.

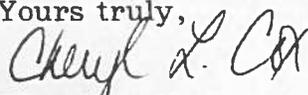
One concern you raised was that your Council would only be receiving one dollar (\$1) for your land. I have been assured by our Solicitor this is not the case. If the Agreement is executed, your Council would receive the amount negotiated between yourselves and the Municipality. The mention of one dollar (\$1) is simply used in all basic agreements.

As well, you expressed concern with regard to the authority of the Municipality, under the Agreement, to acquire further lands, should this prove necessary. I have also been assured this is simply not the case, and is a misunderstanding.

I understand that you may have other comments on this draft agreement, and would encourage you to forward them to our offices as soon as possible, so that we may proceed in this matter.

Should you have any further questions, please do not hesitate to contact our offices.

Yours truly,

  
Cheryl L. Cox  
Executive Office

Box 634, Truro, N.S.  
B2N 5E5

# MILLBROOK BAND COUNCIL



September 23, 1992

Cheryl L. Cox  
Executive Office  
Administration Centre  
2750 Dutch Village Road  
Halifax, Nova Scotia  
B3L 4K3

Attention: Cheryl L. Cox

Dear Ms. Cox:

Referring to your letter of September 21, 1992 to myself concerning the draft agreement pertaining to the easement for permission to enter upon the Millbrook First Nation land's referred to as Cole Harbour First Nation. Ms. Cox at a previous meeting between some members of my Council and myself and your department we had come to a consensus of what would be required for the Millbrook Band Council to grant permission for your department to enter upon our land to do the necessary work to make the stream crossing our land's suitable for the draining of storm sewer from other lands.

The terms and conditions as far as the Millbrook First Nation Band Council are concerned are as follows:

1. The Halifax County municipality would pay by registered cheque in the sum of \$93,000.00 to the Millbrook First Nation for permission to enter upon our lands to do necessary work for storm drainage and for an easement and also a permit to enter upon our lands in the future for maintenance only.
2. The Halifax County Municipality will be granted permission to enter upon our land referred to as Cole Harbour First Nation to do necessary work for storm drainage on a one occasion only "But" The Halifax County Municipality will not be allowed to enter upon our land to alter the stream bed in any way after the initial work had been done (for example) not be allowed to widen or deepen or change the course of the stream or etc.

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Ms. Cox  
Page 2  
September 23, 1992

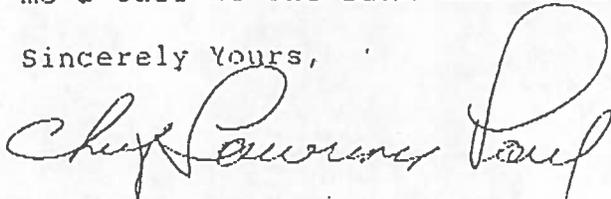
3. The Halifax County Municipality will be granted a permit to enter upon our land as long as the agreement exists for maintenance only.

4. The length of the agreement will be determined by the Dept. of Indian Affairs L.R.T. Branch with the approval of the Band Council.

I hope these conditions will be of help in putting the draft agreement together.

If you have any more questions, do not hesitate to give me a call at the Band Office (897-9199) or at home (893-3886).

Sincerely Yours,



Chief Lawrence Paul

LP/sb

COPY

October 2, 1991

Mr. Lloyd Johnson  
Millbrook Band Council  
P.O. Box 634  
Truro, NS  
B2N 5P5

Dear Mr. Johnson

RE: Caldwell Road Water & Sewer

During our recent telephone conversation regarding the above project, you requested that I verify the amount of capital charges to be recovered from the Millbrook Band Council. I can confirm that the amount of \$149,500.00 was based on a cost estimate in 1989. At which time, County Deputy Warden Harry McInroy, wrote to Mr. Reg Graves, Regional Director, Lands, Revenues & Trusts of Department of Indian Affairs to ask whether the Department of Indian Affairs would be prepared to pay for the cost of installing water and sewer services on a "front foot" basis. (copy of letter is enclosed for your information.)

The estimated frontage cost per foot is estimated at \$65.00/ft. Based on approximately 2,300 ft of frontage, hence the amount of \$149,500 was arrived.

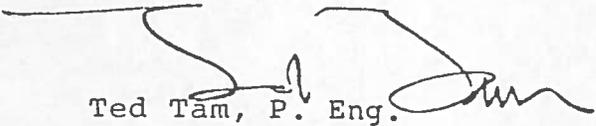
The Caldwell Road water and sewer project is going to be implemented in 2 phases. The first phase is the installation of water and sanitary sewer which tender is being called at the present time. The second phase of the project is the installation of storm sewer and will be constructed in 1992.

The estimated frontage charge for the first phase is approximately \$35/ft or \$80,500.00. Additional charges for the Second phase will be billed in 1992. The exact amount for the storm system is not available at the present time, but for budget purposes the previous total frontage charge of \$65.00 per foot or \$149,500 seem reasonable.

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If you require further information please call me at 453-7530.

Yours truly,

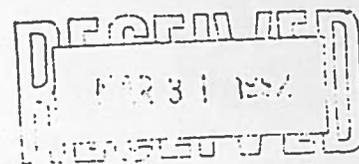


Ted Tam, P. Eng.  
Assistant Director of  
Engineering and Works

TT/lk

cc: K. R. Meech, CAO  
cc: E. T. Wdowiak, P. Eng.  
cc: B. Butler  
cc: Chief Lawrence Paul

# MILLBROOK BAND COUNCIL



March 31, 1992

Warden Laszlo Lichter  
Administration Centre  
2750 Dutch Village Road  
Halifax, N.S. B3L 4K3

Dear Mr. Lichter:

At a duly Millbrook Band Council held on March 30th, 1992, we discussed the March 27/92 meeting that two of the Band Councillors and me had with you regarding the request by the Municipality of the County of Halifax to cross our land with storm sewage.

The facts that were sent to the Council were agreed upon with the exception of item #4. When you are permitted access to our lands, the Band Council wants you to make modifications to the natural water course to accommodate the additional flows of storm water to the standards of the Municipality.

The Band Council also wants the work done on a one-time basis only; no modifications will be allowed in the future. We must caution the Municipality of Halifax County for the anticipated storm sewage flow; therefore, the water shed area, including the residential homes in our territory have to be taken into consideration.

The Council also wants the right to hook to any part of the storm water works.

Sincerely,

Chief Lawrence Paul  
on behalf of the  
Millbrook Band Council



# Halifax County Municipality

Office of the Warden

Administration Centre  
2750 Dutch Village Road  
Halifax, Nova Scotia B3L 4K3  
902-453-7560

Millbrook Band Council  
P. O. Box 634  
Truro, NS  
B2N 5E5

March 30, 1992

Attention: Chief Lawrence Paul

Dear Chief Paul:

Re: Cole Harbour Reserve No. 30  
Access to Natural Watercourse

I have indicated to you at our meeting on March 29, 1992, that I am prepared to take to my Council, a proposal for consideration for reduction of the estimated \$149,000 betterment charge which will be levied against abutting Reserve Lands for sanitary sewer and water improvements on Caldwell Road. This consideration would be in exchange for an Agreement to enter upon Reserve Lands to make modifications to the existing watercourse to accommodate the anticipated increase in stormwater flow resulting from developments in the area in the future. The following are the main points which could be incorporated in this undertaking.

- 1) The estimated cost of providing laterals and hook-ups of water and sewer to the existing homes at your lands on Caldwell Road is \$134,000 (from your letter to John Sheppard dated December 6, 1991). The Municipality is willing to cost-share in this work in the amount of 70%, which is equal to \$93,800.
- 2) The Band's share of the cost of the recently-completed capital works on Caldwell Road (based on frontage) is \$149,000. The cost-sharing in Item 1 will be deducted from this amount, so that the net payment to the Municipality will be \$55,200.
- 3) The Municipality, the Department of Transportation and Communications and/or the landowners in the area will be permitted to discharge additional flows of stormwater into the natural watercourse, resulting from the development of these lands or from the construction or installation of stormwater facilities.
- 4) The Municipality, the Department of Transportation and Communications and/or the landowners in the area will be permitted access to the Indian lands to make modifications to the natural watercourse to accommodate these additional flows of stormwater to the standards of the Municipality, the Department of Transportation and Communications and any other authority having jurisdiction over watercourses.

.....2

- 5) The work described in Item 4 will be done at no cost to the Indian Band.
- 6) The Municipality, the Department of Transportation and Communications and/or the landowners in the area will obtain all permits and approvals necessary to carry out the work described in Item 4.

As discussed at our meeting, this proposal is tentative only, and must be ratified by our respective Councils before it is accepted by either side.

Also, we reserve the right until the proposal is ratified to investigate any other option which we feel may be a viable alternative to discharging these additional flows into the natural watercourse which crosses your lands.

We would appreciate hearing from you soon on this matter, in order to allow me to take it to our Executive Committee meeting on April 6, and then to Council on April 7.

I thank you very kindly for meeting with us on Friday, and I look forward to your response to this proposal:

Yours truly,



Warden Laszlo Lichter

LL/JPS/plh

cc: David Nantes, MLA  
cc: Bill Lane  
Department of Northern  
and Indian Affairs



# Halifax County Municipality

Dept. of Engineering & Works

Administration Centre  
2750 Dutch Village Road  
Halifax, Nova Scotia B3L 4K3  
902-453-7534

November 27, 1992

Mr. Lloyd Johnson  
Millbrook Band Council  
P. O. Box 634  
Truro, N. S.  
B2N 5B5

Dear Mr. Johnson:

Re: Caldwell Road Water & Sewer

Enclosed is our invoice of \$149,500 for the provision by Halifax County of central water, sanitary sewer and storm sewer on Caldwell Road in Cole Harbour. These systems will provide for central services to the abutting Band Council lands.

I understand from Mr. Meech that this invoice is necessary so that it can be incorporated in the Agreement.

Please forward your cheque to my attention so that the appropriate account can be credited.

Yours truly,

E. T. Wdowiak, P. Eng.  
Director of Engineering & Works

ETW/js

Copy - K. R. Meech  
Chief Administrative Officer



Printed on paper that  
contains recycled fibre.

## INVOICE

DATE: November 27, 1992

TO: Millbrook Band Council  
P. O. Box 634  
Truro, N. S.  
B2N 5B5

Re: Betterment Charges for Central Water, Sanitary Sewer and Storm Sewer provided by Halifax County, Caldwell Road in Cole Harbour Capable of Providing Central Services to Abutting Band Council Lands.

DESCRIPTION	DEBIT	TOTAL
\$2,300 feet at \$65.00 per foot		\$149,500



November 6, 1995

Ms. Patricia Collins  
Department of Indian Affairs  
P. O. Box 160  
Amherst, Nova Scotia  
B4H 3Z3

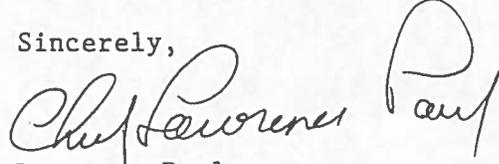
Dear Ms. Collins:

In return for a 20-year permit to the municipality of the County of Halifax to construct, maintain and improve the water course and a storm drainage system over lands on the Cole Harbour Reserve, The Band requests:

- (1) That all costs associated with providing water and sewer on the Cole Harbour Reserve be the responsibility of the Municipality of the County of Halifax;
- (2) The Band have access to water and sewer on the Cole Harbour Road, Brookfield Avenue, and Shrewsbury Road, and any new road way which may be constructed adjacent to the Cole Harbour Reserve. Permits will be issued at no cost to the Band to connect any developments that the Band wishes to pursue on the Cole Harbour Reserve.
- (3) Any necessary access permits required to connect the road ways adjoining the Reserve will be at no cost and will not be withheld; and

- (4) There will be no cost to the Millbrook Band for water on the Cole Harbour Reserve.

Sincerely,

  
Lawrence Paul  
Chief

LP:ap

THIS MEMORANDUM OF UNDERSTANDING MADE THIS 15<sup>th</sup> DAY OF  
JULY A.D., 1991

BETWEEN:

MILLBROOK INDIAN BAND, of Millbrook, in the County of Colchester, Province of Nova Scotia (hereinafter called the "Band")

OF THE FIRST PART

- and -

THE MUNICIPALITY OF THE COUNTY OF HALIFAX, a body corporate (hereinafter called the "Municipality")

OF THE SECOND PART

WHEREAS the Band has good title to lands known as Cole Harbour Indian Reserve No. 30 located at Cole Harbour, in the County of Halifax, Province of Nova Scotia (hereinafter called the "Property") and as described and shown on the plan attached hereto as Schedule 'A';

AND WHEREAS the Band has requested permission to extend municipal water service and sanitary sewer service on Caldwell Road from the northeast corner of the South Reserve Property (hereinafter called the extension of services) and as described and shown on the plan attached hereto as Schedule "B";

AND WHEREAS the Band has requested permission to phase the installation of services and other infrastructure in a manner not normally permitted;

WITNESS that in consideration of the sum of One Dollar (\$1.00) now paid by the Band to the Municipality (the Receipt of which is hereby acknowledged), the requests to extend services on Caldwell Road and to phase installation is agreed upon between the Band and the Municipality subject to the following:

#### SECTION 1.0: DEFINITIONS

- 1.1 MUNICIPAL WATER AND SANITARY SEWER SERVICES mean any water distribution and/or sanitary sewerage system that is owned and maintained by the Municipality of the County of Halifax.
- 1.2 STORM SEWERAGE SYSTEM means a system receiving, carrying and controlling stormwater and surface run-off and which may include pipes, conduits, catchpits, culverts, ditches, watercourses, roadways and retention ponds.
- 1.3 PROFESSIONAL ENGINEER means a registered or licensed member, in good standing, of the Association of Professional Engineers of Nova Scotia.

#### SECTION 2.0: USE OF PROPERTY

- 2.1 Property use shall be primarily residential with a 100m by 225m commercial and light industrial property allotment on the south boundary of the North Reserve Property generally as shown on the plan attached hereto as Schedule "C".

- 2.2 Residential development shall consist of single and two unit dwellings. In addition, there may be townhousing or an apartment building constructed on a site to be identified by this Memorandum of Understanding at a future date.
- 2.3 Residential development along the western and eastern boundaries of the North Reserve Property shall be of the same density and type, notably single unit dwellings, as residential development abutting these boundaries of the Reserve.
- 2.4 Schedule "C" Plan may be revised by the Band from time to time in consultation with the Municipality and in accordance with generally accepted planning practices.

#### SECTION 3.0: PLANS, CERTIFICATES, APPROVALS AND PERMITS

- 3.1 Sewage flows entering the municipal sanitary sewer from the Reserve property shall not exceed 37,800 imperial gallons per day.
- 3.2 Prior to development of the property, the Band shall provide the following documentation to the Municipality:
  - (i) all plans and documentation needed to satisfy the requirements of Section 4.0 and Section 5.0;
  - (ii) a plan of subdivision as approved by Chief and Band Council (Schedule "C");
  - (iii) a joint certificate from the Nova Scotia Departments of Health and the Environment approving the design of the water distribution and sanitary sewerage systems; and
  - (iv) written acceptance of the electrical service, distribution, street lighting pattern and method of installation from the Nova Scotia Power Corporation.

#### SECTION 4.0: INFRASTRUCTURE

- 4.1 The Infrastructure shall be designed by a Registered Professional Engineer and all design documents shall be stamped by a Registered Professional Engineer. Design of the Infrastructure shall be in accordance with the following published guidelines:
  - (i) Municipal Services System General Specifications, Halifax County Municipality, July, 1984;
  - (ii) Specifications for Subdivision Roads in Urban and Rural Areas. Province of Nova Scotia, Department of Transportation and Communications, May 25, 1989;
  - (iii) Province of Nova Scotia and the Municipality of the County of Halifax Stormwater Design Criteria Manual, March, 1982;
  - (iv) Department of Indian and Northern Affairs, Engineering and Architecture Manual, DRM-10-7.

#### SECTION 5.0: PHASING OF INFRASTRUCTURE

- 5.1 Notwithstanding that the guidelines and regulations referenced in Section 4.0 and the normal practices of the Municipality may require that infrastructure be designed and constructed concurrently or in a specified sequence, the development of the South Reserve may proceed as follows:

- (i) Municipal water and sanitary services may be installed prior to the installation of any other infrastructure;
- (ii) The Band shall ensure that no roof drain, floor drain or other source of clear water is connected or otherwise permitted to discharge into any sanitary sewerage system;
- (iii) Storm sewerage systems may initially be provided by means of open ditches and other appurtenances according to Municipal and Provincial specifications and practices for rural areas;
- (iv) Improvements of existing roadways may initially be limited to immediate alterations for reasons of safety and efficiency as determined by the Band in conjunction with the Nova Scotia Department of Transportation and Communications;
- (v) Storm sewerage systems and the construction, upgrading and paving of roadways, each to the normal urban standards of the Municipality and the Province shall occur over a period of no longer than five years;
- (vi) Any and all other infrastructure as required shall be completed to usual standards within a period of five years.

5.2 In no case shall development of the North Reserve Property commence until the infrastructure and other improvements required by Sections 4.1 and 5.1 are completed on the South Reserve Property. Further, the provisions of Section 4.1 shall not apply to continuing development without mutual agreement of the parties.

#### SECTION 6.0: HOUSING STANDARDS

- 6.1 Construction standards of housing shall conform to Department of Indian and Northern Affairs DRM-10-7/7 'Implementing On Reserve Housing Capital Projects' and as stipulated in DRM-10-7/7 housing construction standards will equal or exceed the minimum requirements of the National Building Code of Canada, 1990.
- 6.2 The requirements of Section 6.1 shall not apply to existing dwellings on the Property in place prior to the signing of this Memorandum of Understanding.

#### SECTION 7.0: OPERATION AND MAINTENANCE

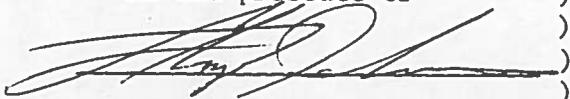
- 7.1 Halifax County Municipality may enter into agreement(s) with the Minister of Indian Affairs and Northern Development (hereinafter referred to as the "Minister") on behalf of the Millbrook Indian Band for the provision of the following municipal services:
- (i) maintenance and repair of sewer lines;
  - (ii) maintenance and repair of storm sewerage systems;
  - (iii) fire protection;
  - (iv) acceptance and disposal of sanitary sewage;
  - (v) street lighting maintenance and repair;
- 7.2 The Millbrook Indian Band or the Minister, as the case may be, may enter into agreement(s) with the Province of Nova Scotia or the City of Dartmouth for the provision of the following services:
- (i) maintenance and repair of streets;
  - (ii) maintenance and repair of storm sewerage systems;
  - (iii) street snow plowing and ice control;
  - (iv) maintenance and repair of water lines;
  - (v) street cleaning.

SECTION 8.0: IMPLEMENTATION

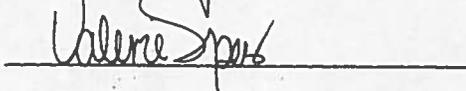
- 8.1 The Band shall not be bound by any by-laws or regulations of the Municipality which are not contained directly within the context of this Memorandum of Understanding.
- 8.2 This Memorandum of Understanding shall be binding upon the Band's assigns, lessees and occupiers of the Property from time to time.
- 8.3 This Memorandum of Understanding shall be declared null and void at such time when the Band's assigns, lessees or occupiers cease to reside on the Property.
- 8.4 This Memorandum of Understanding shall be filed by the Municipality in the Registry of Deeds at Halifax, Nova Scotia.
- 8.5 The costs of recording and filing all documents in connection with this Memorandum of Understanding shall be paid by the Band.
- 8.6 The provisions of this are severable from one another and the invalidity or unenforceability of one provision shall not prejudice the validity or enforcement of any other provision.

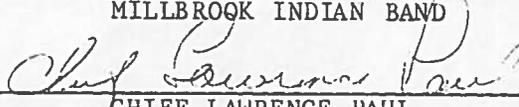
WITNESS that this Memorandum of Understanding, made in triplicate, was properly executed by the respective Parties on this 11<sup>th</sup> day of July, A.D., 1991.

SIGNED, SEALED AND DELIVERED )  
in the presence of )



SEALED, DELIVERED AND ATTESTED )  
to by the proper signing )  
officers of the Municipality )  
of the County of Halifax duly )  
authorized in that behalf in )  
the presence of )



\_\_\_\_\_  
MILLBROOK INDIAN BAND  
  
CHIEF LAWRENCE PAUL

\_\_\_\_\_  
  
CLARA GLOADE, BAND MANAGER

\_\_\_\_\_  
MUNICIPALITY OF THE COUNTY OF HALIFAX

  
WARDEN LASZLO LICHTER

  
GERARD J. KELLY, MUNICIPAL CLERK

file



# Halifax County Municipality

Dept. of Engineering & Works

## Administration Centre

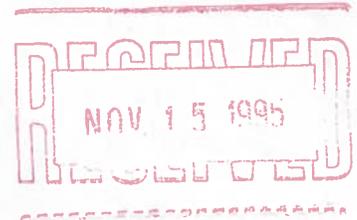
2750 Dutch Village Road  
Halifax, Nova Scotia B3L 4K3

**902-453-7534**

**Fax 902-477-7783**

November 14, 1995

Cox, Downie  
P.O. Box 2380, Stn. M  
Halifax, NS B3J 3E5



**Attention: Robert Carmichael**

Dear Sir:

**RE: Millbrook Band - County, Memorandum of Understanding**

A Memorandum of Understanding was executed between the Millbrook Indian Band and Halifax County Municipality.

Section 3.0 outlines the documents that have to be provided to the Municipality prior to development. The requirements include Plan of Subdivision, Health and Environment approving the design, electrical service, distribution etc., The above requirements are typically required for subdivision approvals that involve the construction of roads, and water and sewer distribution systems. In my opinion, it would be difficult to interpret that the above conditions apply to the development of a lot by connecting to existing distribution mains by a lateral. This does not require the construction of road, and distribution systems.

Section 5.2 of the agreement states that in no case shall the development of the North Reserve Property commence until the infrastructure and other improvements required by section 4.1 and 5.1 are completed on the South Reserve Property. Map 5, development proposal shows the Future Development (Residential) with a buffer around a commercial and light Industrial development. It is not clear if the commercial and light industrial site is part of the North Reserve Property in the context of section 5.2 of the agreement.

...2

The Mill Brook Band is constructing with the commercial site, a 17' by 41' building with a gas bar and has applied to connect to our existing sanitary sewer servicing along the Caldwell Road. Please review the attached memorandum of understanding between the Millbrook Indian Band and the Municipality and especially from section 3 to 5.2 and advice if this proposed development meets the requirements of the Memorandum.

I will be out of my office this afternoon, but please fax me your advice as soon as possible and I will have my secretary forward it to Mr. E. Wdowiak and Mr. P. Dickson.

Yours truly,



Ted Tam, P. Eng.  
Assistant Director of  
Engineering and Works

TT/lk

cc: E. T. Wdowiak, P. Eng.

cc: P. Dickson, CAO



November 9, 1995

Your file / Votre référence  
E-5661-06058(LTS 9)

Our file / Notre référence

Halifax County Municipality  
2750 Dutch Village Road  
Halifax, Nova Scotia  
B3L 4E5

**RECEIVED**  
NOV 14 1995

**ENGINEERING & WORKS  
DEPARTMENT**

**Attention: Ted Tam**

Re: Permit Request - Easement at Cole Harbour I.R. No. 31

I am enclosing a copy of a letter sent to me from Chief Lawrence Paul regarding your request for a permit for Cole Harbour I.R. No. 31.

The Millbrook First Nation Council has agreed to a permit being issued under *Section 28(2) of the Indian Act* to the Municipality of Halifax for 20 years to maintain the water course and storm drainage system in consideration for the terms they have set out in the attached letter.

Please review these items and if you are in agreement, we will proceed with the process.

Yours truly,

Jules Hebert  
Director  
Lands and Trust Services  
Department of Indian and Northern Affairs  
P.O. Box 160  
Halifax, Nova Scotia  
B4H 3Z3

atta.

c.c. Millbrook Band Council

**Canada**



November 6, 1995

Ms. Patricia Collins  
Department of Indian Affairs  
P. O. Box 160  
Amherst, Nova Scotia  
B4H 3Z3

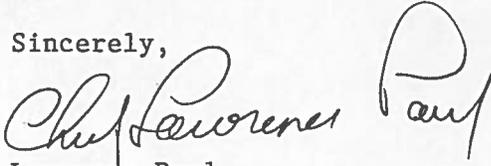
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- (3) Any necessary access permits required to connect the road ways adjoining the Reserve will be at no cost and will not be withheld; and

(4) There will be no cost to the Millbrook Band  
for water on the Cole Harbour Reserve.

Sincerely,

  
Lawrence Paul  
Chief

LP:ap

REGISTRY OF DEEDS

Robert A. Hickey  
Registrar  
(902) 424-8571



P.O. Box 2205  
1660 Hollis St.  
Halifax, N. S.  
B3J 3C4

Department of Attorney General

July 31, 1991

Municipality of the County of Halifax  
2750 Dutch Village Road,  
Halifax, N.S.  
B3L 4K3  
c/o Planning and Development

**IN ACCOUNT WITH**

**REGISTRY OF DEEDS (HALIFAX)**

**RECEIPT NUMBER 18204 (Doc. #30828)**

To registering a Memorandum of Understanding  
between Millbrook Indian Band and The Municipality  
of the County of Halifax

----\$135.00

**RECEIVED**  
AUG 13 1991

Planning and Development

*Terry Lapointe  
897-4703*

*Martin Dew 456-7787*

*A. Butler Aug 13/91  
Account 261-13-032  
Don't response  
by Tuesday (14/8)  
- needs all gov. & fed  
regulations*

THIS MEMORANDUM OF UNDERSTANDING MADE THIS 15th DAY OF

July 5 A.D., 1991

BETWEEN:

MILLBROOK INDIAN BAND, of Millbrook, in the County of Colchester, Province of Nova Scotia (hereinafter called the "Band")

OF THE FIRST PART

- and -

THE MUNICIPALITY OF THE COUNTY OF HALIFAX, a body corporate (hereinafter called the "Municipality")

OF THE SECOND PART

WHEREAS the Band has good title to lands known as Cole Harbour Indian Reserve No. 30 located at Cole Harbour, in the County of Halifax, Province of Nova Scotia (hereinafter called the "Property") and as described and shown on the plan attached hereto as Schedule 'A';

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SECTION 2.0: USE OF PROPERTY

- 2.1 Property use shall be primarily residential with a 100m by 225m commercial and light industrial property allotment on the south boundary of the North Reserve Property generally as shown on the plan attached hereto as Schedule "C".

824

- 2.2 Residential development shall consist of single and two unit dwellings. In addition, there may be townhousing or an apartment building constructed on a site to be identified by this Memorandum of Understanding at a future date.
- 2.3 Residential development along the western and eastern boundaries of the North Reserve Property shall be of the same density and type, notably single unit dwellings, as residential development abutting these boundaries of the Reserve.
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SECTION 7.0: OPERATION AND MAINTENANCE

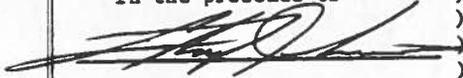
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  - (iii) fire protection;
  - (iv) acceptance and disposal of sanitary sewage;
  - (v) street lighting maintenance and repair;
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  - (iii) street snow plowing and ice control;
  - (iv) maintenance and repair of water lines;
  - (v) street cleaning.

SECTION 8.0: IMPLEMENTATION

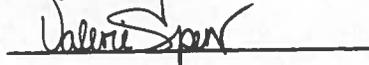
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- 8.6 The provisions of this are severable from one another and the invalidity or unenforceability of one provision shall not prejudice the validity or enforcement of any other provision.

WITNESS that this Memorandum of Understanding, made in triplicate, was properly executed by the respective Parties on this 13<sup>th</sup> day of July, A.D., 1991.

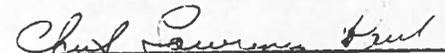
SIGNED, SEALED AND DELIVERED )  
in the presence of )



SEAL~~ED~~, DELIVERED AND ATTESTED )  
to by the proper signing )  
officers of the Municipality )  
of the County of Halifax duly )  
authorized in that behalf in )  
the presence of )



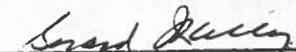
MILLBROOK INDIAN BAND

  
CHIEF LAWRENCE PAUL

  
CLARA GLOADE, BAND MANAGER

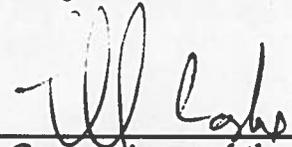
MUNICIPALITY OF THE COUNTY OF HALIFAX

  
WARDEN LASZLO LICHTER

  
GERARD J. KELLY, MUNICIPAL CLERK

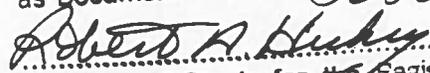
PROVINCE OF NOVA SCOTIA )  
COUNTY OF HALIFAX )

On this 31<sup>st</sup> day of July, 1991, before me, the subscriber personally came and appeared Valerie Spencer a subscribing witness to the foregoing Indenture, who, having been by me duly sworn, made oath and said that the Municipality of the County of Halifax, one of the parties hereto caused the same to be executed by the hands of its officers in that behalf duly authorized and by the affixing of its corporate seal in her presence.

  
\_\_\_\_\_  
A Commissioner of the Supreme  
Court of Nova Scotia  
F.P. Cook

Province of Nova Scotia  
County of Halifax

I hereby certify that the within instrument was recorded in the Registry of Deeds Office at Halifax in the County of Halifax, N.S., at 2:26 o'clock P. M., on the 31<sup>st</sup> day of July A.D., 1991 in Book No. 5109 at Pages 23-827 as Document Number 30828

  
.....  
Registrar of Deeds for the Registration  
District of Halifax County

L7H

STAFF REPORT

TO: Municipal Council  
FROM: Dept. of Planning & Development  
Dept. of Engineering & Works  
RE: EXTENSION OF MUNICIPAL SERVICES -  
CALDWELL ROAD - RESERVE 30  
DATE: December 4, 1990

*W. J. ...*  
*this copy.*  
  
\_\_\_\_\_  
CAO  
  
\_\_\_\_\_  
DIRECTOR, PLANNING & DEVELOPMENT  
  
\_\_\_\_\_  
DIRECTOR, ENGINEERING & WORKS

RECOMMENDATION

THAT MUNICIPAL COUNCIL ENTER INTO AN AGREEMENT WITH THE MILL BROOK INDIAN BAND RESPECTING THE EXTENSION OF WATER, STORM AND SANITARY SEWERAGE SERVICES ALONG THE CALDWELL ROAD TO COLE HARBOUR INDIAN RESERVE 30 AND TO THE GENERAL DEVELOPMENT OF THESE LANDS.

FURTHER, THAT COUNCIL PROCEED TO REVISE ITS CAPITAL PROGRAMME TO INCLUDE THE EXTENSION OF CENTRAL SERVICES ALONG CALDWELL ROAD, BETWEEN ASTRAL DRIVE AND ATHOLEA DRIVE, AND THAT COUNCIL CONSULT WITH THE PROVINCE FOR COST-SHARING ON STORM SEWERAGE IMPROVEMENTS IN CONJUNCTION WITH THE GENERAL UPGRADING OF CALDWELL ROAD.

Background

The subdivision of lands along Caldwell Road resulting from the recent expansion of the area's service boundary has, once again, focussed attention on the shortcomings of the transportation and servicing network between Astral and Atholea Drives. In particular, major road upgrading and storm sewerage along Caldwell Road are required to respond to ongoing development and the traffic generated by and through the community. There is also a need to loop the water line serving the area to enhance domestic supply and to improve fire flows. Given increased development in Cole Harbour and Eastern Passage over the past few years and thus, additional demands placed upon the Caldwell Road, it is time to plan and budget for this project.

In context with these considerations, the Municipality has been approached by the MillBrook Indian Band with respect to its holdings at Reserve 30, a 50-acre parcel which spans Caldwell at the lower end of Morris Lake (Map 2, p.6). Although a portion of the Reserve is accessible to municipal services, the area currently developed is served by septic tanks and wells. With a view to improving services to these residents and providing for long-term opportunities for development of the Reserve, the Band Council wishes to construct central sanitary, storm and water facilities.

Although the Reserve is split by the areas' service boundary, which follows the Caldwell Road, the larger portion is within the serviceable area and, in fact, has direct access to a municipal sewer located on the property (Map 4, p.8). This trunk sewer was constructed under a legal agreement between the Band Council and the Municipality in 1975. In return for permission to install the sewer, the Municipality provided its undertaking to the MillBrook Band that the sewer could be accessed by the Band for future development.

The established residential area on the southern Reserve parcel cannot, however, be developed by access to this trunk and the Band Council proposes to begin a phased construction of services along Caldwell Road. This will assist the task of completing the sewer linkage between Atholea and Astral Drives.

### ANALYSIS

Following the Council's recent realignment of the Cole Harbour service boundary, development is quickly proceeding on the majority of properties to which municipal sewerage capacity was extended. However, the extent of these subdivisions has been somewhat constrained by the costs associated with creating lots along Caldwell Road.

As illustrated by Map 3 (p.7), subdividers are not completing their projects through to Caldwell. Willowdale Estates, Kenwood Acres and Carlisle Subdivision all show vacant blocks of land along this road. The majority of these subdivisions are developed by directing sewage to the Astral Drive trunk. Installing a duplicate system along Caldwell is not cost-efficient for individual subdividers in terms of the number of additional lots which can be created. Therefore, the Caldwell Road frontage is left in uncertain circumstances.

This is an inconvenience, and presents some loss to developers of the individual subdivisions. However, there is a larger concern to the Municipality. The Council's recent deliberations on the expanded service boundary recognized the need to work towards improving transportation and servicing links in the Astral-Atholea area. To some extent, this has been enabled by the allocation of service capacity to key properties within the area. What remains to be accomplished is to loop the area's water system, upgrade the Caldwell Road and respond to the inevitable effects of increased storm flows from the subdivisions now underway.

In addition to its obvious function in serving local traffic, Caldwell Road is an essential transportation facility for areas to the east. Traffic generated by both Cole Harbour and Eastern Passage will continue to place heavy demands on this road. It is usual to hold back on major road works in order to minimize disruption while subdivision and servicing are in progress. However, the time has come to plan and budget for improvements, including resurfacing and sidewalks, and the curb, gutter, and piped storm drainage commensurate with urban development.

In order to accomplish this with any efficiency, the Municipality and the Province will be required to ensure that water, sewerage and storm facilities are completed along Caldwell Road and that upgrading of the road is carried out in a co-ordinated project. Given the road's function within the larger area, it is reasonable to approach the provincial government to cost-share

with the Municipality and landowners with respect to these works. In this regard, the matter of piped storm facilities to serve immediate properties and upstream development should be a matter of early consultation, particularly with the Nova Scotia Department of Transportation. The current system of open ditching along Caldwell is not adequate to the needs of the area.

An estimated cost of \$1.28 million for installing piped services (water, sanitary, storm) was presented to the Urban Services Committee earlier this year. This estimate translated to foot-frontage costs of approximately \$65 per foot when standard municipal cost-sharing was applied (60% mun / 40% res).

As a separate element, storm drainage is significant to the costs of servicing and accounts for 32% of the total project. Even when the previous Committee estimate is updated to 1991 dollars, foot-frontage charges are lowered to a range of \$52-\$57 per foot, when various types of provincial cost-sharing are applied. Costs, therefore, can be, and should be, reduced by additional cost-sharing with the Province, particularly with respect to the improvements of storm drainage along the public road. It is suggested that cost-sharing would provide a clear benefit to the provincial authority which is responsible for safe and effective maintenance of this roadway.

In recommending that additional services be installed, it is not the intention, nor a likely possibility, that service boundaries in the vicinity will also be altered to provide for ongoing development. The capacity of plant and trunk has recently been assigned and does not allow for additional acreage. The project, therefore, is considered purely on an infilling basis with respect to new lots. As illustrated by Map 3 (p.7), the contribution made by abutting landowners will allow the completion of those subdivisions currently located within the service boundary and, for those contributors on the opposite side of Caldwell, will provide for the development of lots which have frontage on the road and direct access to the sewer. A number of existing homeowners, whose properties have no subdivision capability, will also be serviced.

As the general upgrading of the road and linking of services does not provide for additional serviceable acreage, amendments to establish a new service boundary through the area plan and subdivision by-law are not required. The serviceable area is currently defined according to Map 4 (p.8). The Municipality's sewer legislation and practice will permit and require properties immediately abutting the pipe to connect to the depth of one lot. Therefore, the installation of services along Caldwell Road will allow for the development of a series of lots infilling the frontage. The installation will provide for an eight-inch collector sewer only, sufficient to meet the needs of this level of development.

#### MillBrook Proposal

The MillBrook Band Council represents the only major landowner yet to develop within the service boundary in this vicinity. The interior parcel of the Reserve contains nearly 30 acres and, as mentioned, there is a trunk sewer located along its northernmost boundary. The 1975 agreement between the Band Council and the Municipality permits the Band to access this sewer to service its holdings.

There are two logical constraints which can be applied to this agreement. Firstly, the location of the trunk line, at the farthest reaches of the Reserve, may make it uneconomic for the Band to begin its development at this location. Secondly, there are the realities of the public sewer and plant which, agreements notwithstanding, do not have unlimited physical capacity.

With respect to the first item, the Reserve's existing residents all live on its southern parcel, the necessary location to begin improvements and an area which is quite inaccessible to the northern sewer line. The Reserve currently contains about a dozen homes, serviced by septic tanks and wells. Residents are experiencing difficulties with high levels of arsenic and mineral content and there is evidence of health problems. In addition to the service required to ease the burden to existing residents, the identification of on-site servicing problems at this stage of the Reserve's development is of obvious concern. The property is a valuable resource over the long-term in providing housing in the Metro area to band members and their families.

With regard to the capacity of the plant, the Band Council recently undertook a development study, which provides a concept for the long-term use of the Reserve and permits an estimate of the capacity required to service the property. In addition, the Band Council has provided the Municipality with a draft "development" agreement which reflects the study's conclusions, outlines the Band's known intentions and provides for development which will meet the general construction and servicing standards applicable to the surrounding community.

Present service capacity allocated to the Reserve is 37,800 igpd, which is based on the Municipality's design capacity for trunk and plant as used throughout the area. It appears from the development study undertaken that the entire Reserve may be able to operate within this capacity. In any event, the Municipality does not, at the present time, have additional gallorage to offer unless other properties can be found which can be removed from the serviceable area. It is assumed that Municipal Council is not in a position to reconsider its recent allocations.

The capacity which is currently available to the serviceable area of the Reserve can be allocated to the property in total and servicing can be permitted to proceed without mandatory connection to the existing trunk. This would enable the Band Council to begin its project by connecting and continuing to construct along the Caldwell Road. In addition, the development can proceed without overtaxing the present sewer and plant.

The Municipality's land use and other by-laws are not applicable to Reserve property. Therefore, development will proceed according to a satisfactory "development" agreement which provides for a mutual understanding of the project. The draft agreement implements road and servicing standards which are in common usage and outlines a development which is primarily low-density residential in nature. This agreement was prepared by the Band Council and its consultants and revisions were suggested during initial contacts with area elected officials and staff. The agreement provides for revisions as need and time progress. A concept plan of the proposal is attached as Map 5 (p.9).

In conclusion, the Municipality's 1975 agreement with the MillBrook Band Council can be implemented by allowing for use of the present capacity available to the Reserve with an alternate location of the sewer to deliver this service. The development of the Reserve in this way will not only assist present residents of the property and allow for adequate health services over the long-term, but will permit this land to be considered in light of the general servicing requirements along Caldwell Road. The Reserve is in a critical position as it requires servicing along Caldwell to permit complete development of the property. This is particularly so with respect to storm drainage.

Drainage from the northern parcel of the Reserve will necessarily involve collection by sewerage installed along Caldwell Road. Furthermore, development on adjacent properties on the north side of Caldwell will precipitate additional storm drainage as construction proceeds. This will flow toward Caldwell and the Reserve's southern parcel. One nearby developer has already made arrangements to discharge storm flows over the Reserve and into Morris Lake.

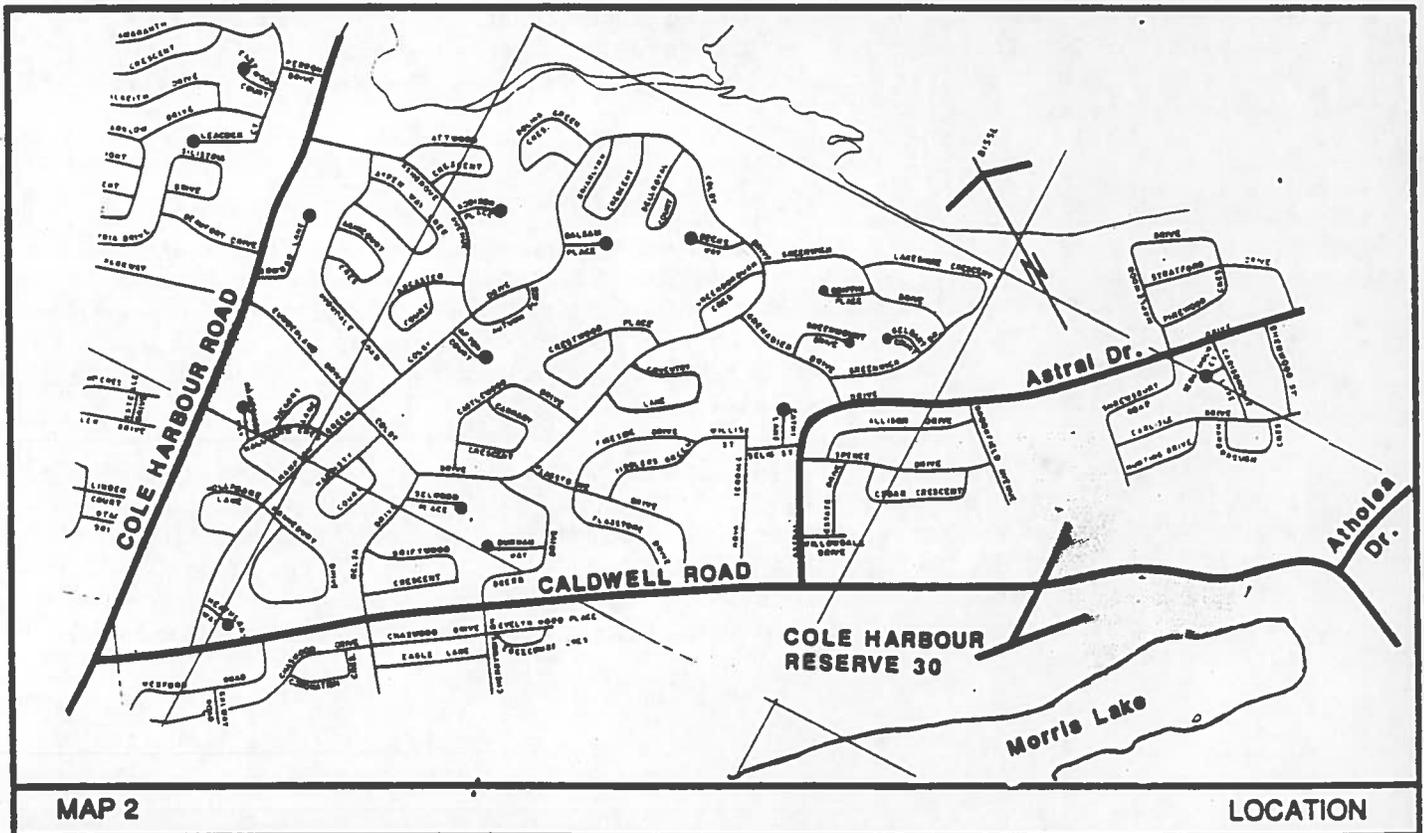
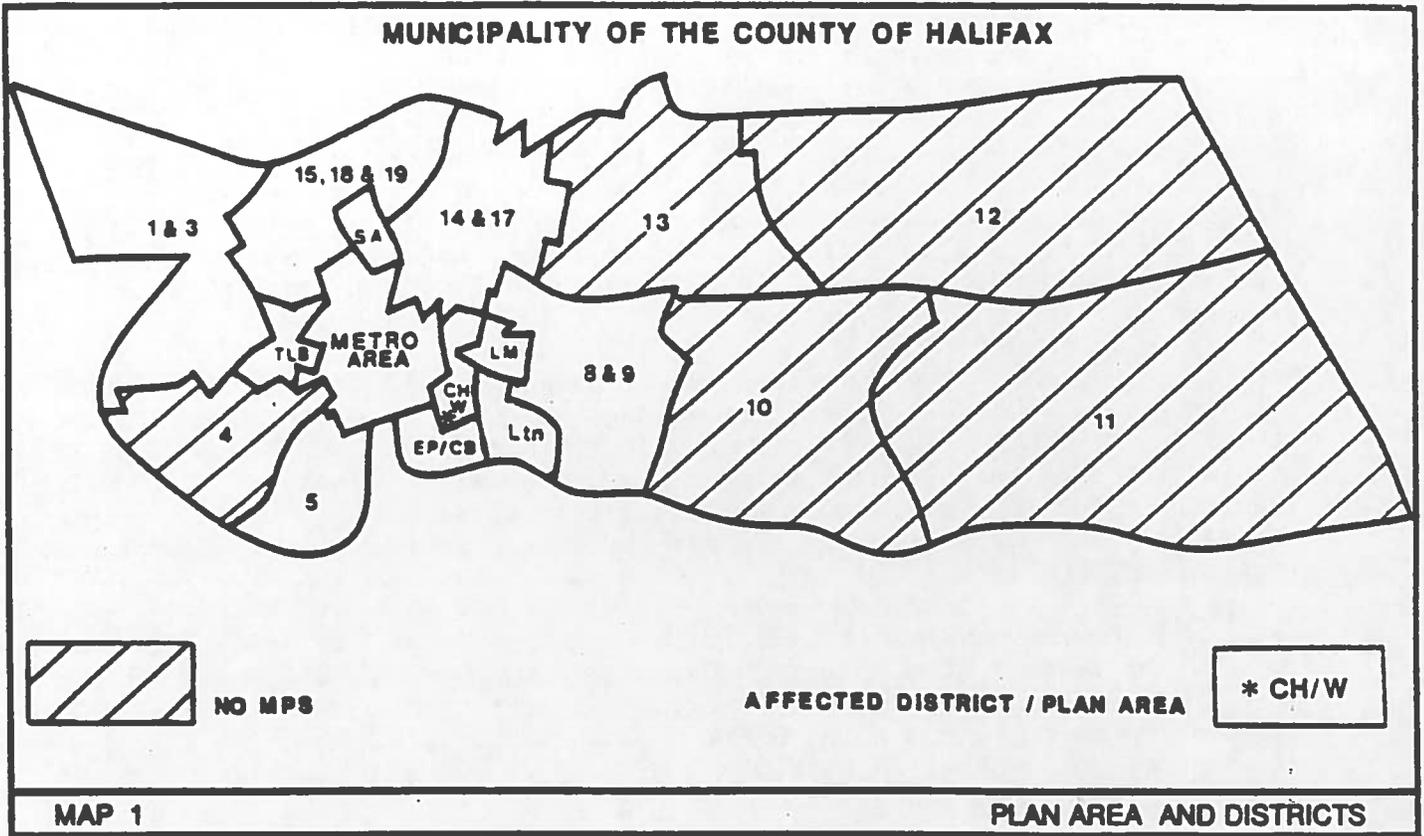
While the limited amount of land on the south side of the road, including that of the Reserve itself, can discharge in this manner, development on the north side (within the service boundary) will exacerbate flows and eventually require remedial measures along Caldwell Road. This required system should be constructed in conjunction with the upgrading of the road in general and is needed for the proper long-term functioning of that facility.

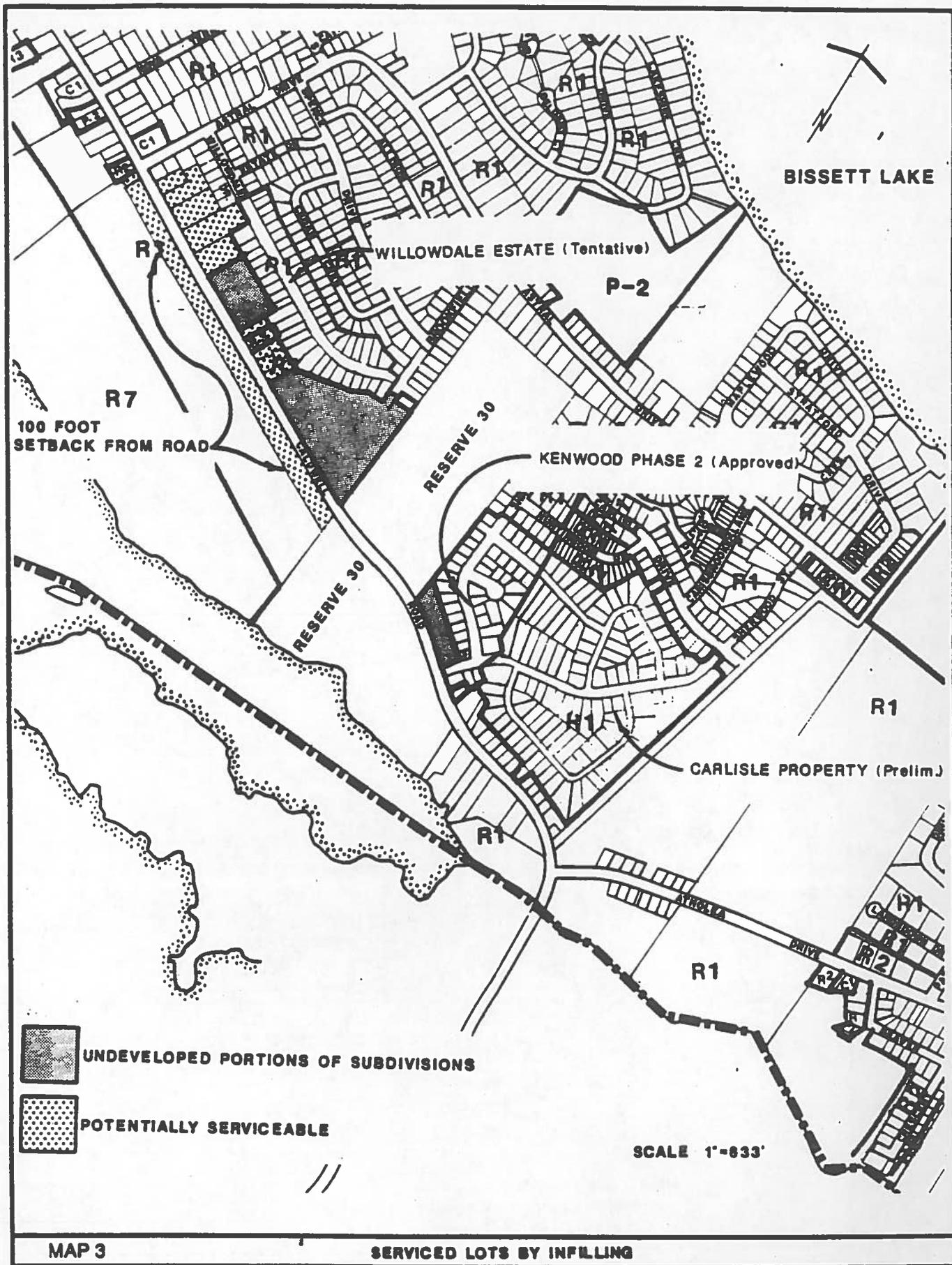
Thus, Council is advised to consult with the provincial authorities on design and cost-sharing for this public system. In fact, for efficiency and cost-effectiveness, serious consideration should be given to installing this storm system only in conjunction with road upgrading. This would not hinder the immediate remedial measures to be undertaken by the Band Council, as adequate on-site drainage can be designed for the Reserve's first phases, and it would allow time for the Municipality and the Province to budget for subsequent work.

#### Boundary Amendments

The general service boundary does not require amendment as additional capacity is not available to allocate and current legislation and policy will account for infilling. The only lands which can completely develop at this time are the lands of the Reserve and specific arrangements were made for this connection under the 1975 agreement.

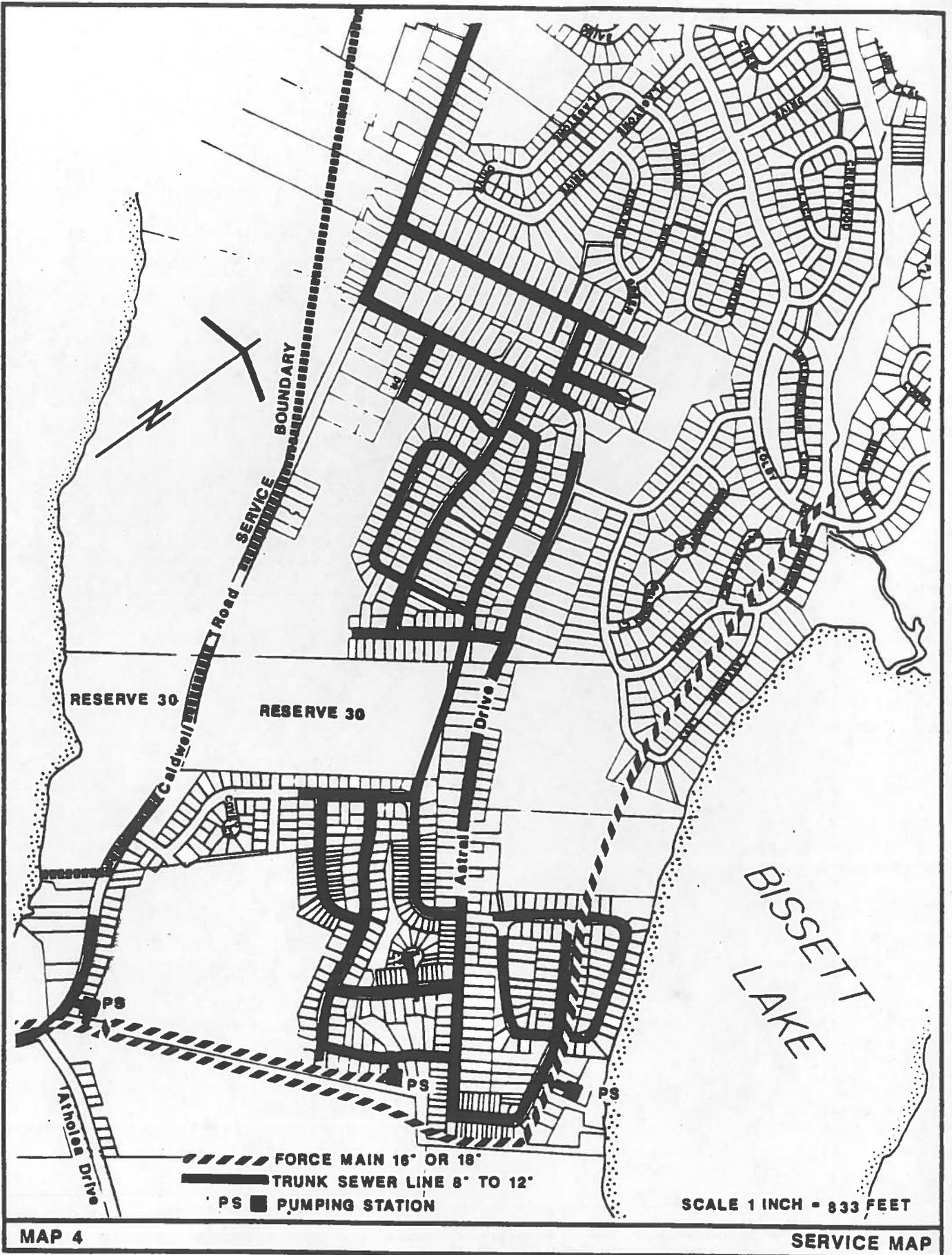
In keeping with the Municipality's practice relative to extending municipal policies to federal and other territories, the Cole Harbour plan and supporting by-laws should reflect the servicing of the Reserve, for the purposes of planning and public information. It is timely that the plan is currently under review and this boundary change in the area of the Reserve can be accomplished during the review amendments without affecting the timing of agreements to service the lands.

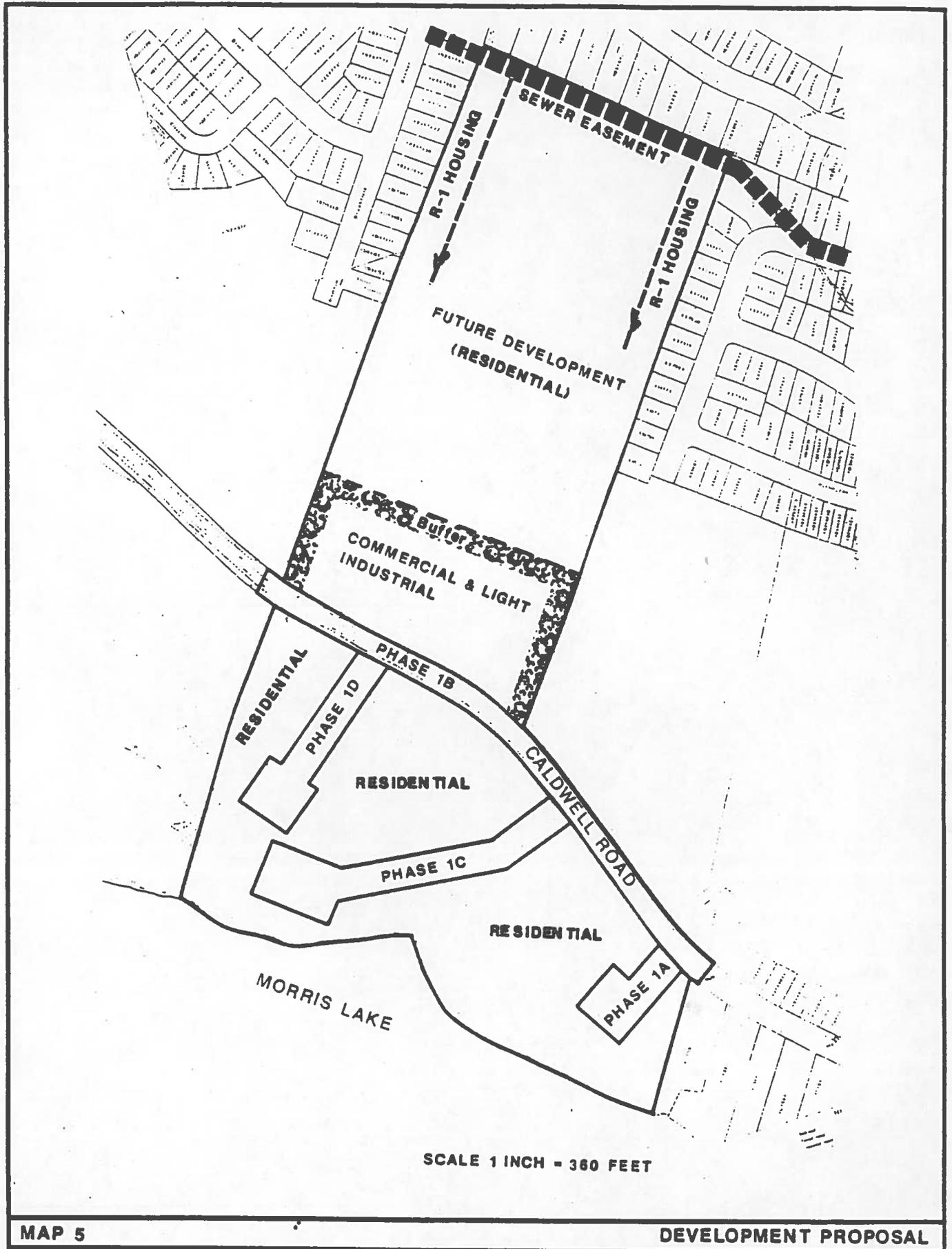




MAP 3

SERVICED LOTS BY INFILLING





SCALE 1 INCH = 360 FEET

MAP 5

DEVELOPMENT PROPOSAL

Caldwell Rd. Services extension

Base on estimates prepared on March, 89

Estimated Costs	Sanitary Water	Storm
	510000	370000
		400000

Adjusted to 1991 dollar, the cost are as follows

Estimated Costs(1991)	Sanitary Water	Storm
	594064	431568
		466560

Approximately recoverable frontage 7850 ft

**FIRST SCENARIO**

WORST CASE 100% from user

Estimated frontage charge	TOTAL	Sanitary Water	Storm
	\$190	\$76	\$55
			\$59

**SECOND SCENARIO**

USER	COUNTY	PROVINCE
40%	60%	0%

Estimated frontage charge	TOTAL	Sanitary Water	Storm
	\$76	\$30	\$22
			\$24

**THIRD SCENARIO**

USER	COUNTY	PROVINCE
30%	50%	20%

Estimated frontage charge	TOTAL	Sanitary Water	Storm
	\$57	\$23	\$16
			\$18

**FOURTH SCENARIO DEPT of TRANSPORTATION INSTALL STORM**  
and water and sanitary by user and County with no provincial funding

USER	COUNTY
40%	60%

Estimated frontage charge	TOTAL	Sanitary Water	Storm
	\$57	\$30	\$22

**FIFTH SCENARIO DEPT of TRANSPORTATION INSTALL STORM**  
and water and sanitary by user and County with min. 20% provincial funding

USER	COUNTY
30%	50%

Estimated frontage charge	TOTAL	Sanitary Water	Storm
	\$39	\$23	\$16
			\$0

B.F. File.

ENGINEERING & WORKS DEPARTMENT

MEMORANDUM

DATE: April 11, 1995  
TO: K. R. Meech, CAO  
FROM: E. T. Wdowiak, P. Eng.  
RE: **MILL BROOK INDIAN BAND AGREEMENT**

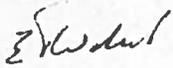
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1. A Memorandum of Understanding dealing with development on Mill Brook lands in Cole Harbour was executed on July 15, 1991 and registered.
2. A draft Grant of Easement for storm drainage purposes was forwarded to Chief Paul on August 25, 1992 by our solicitors. A copy was forwarded to Phil Adams of Indian Affairs on September 8, 1992.
3. September 23, 1992, correspondence from Chief Paul outlining requirements for the easement agreement and the question of \$93,000.00 payment for the easement.
4. November 9, 1992, correspondence from Mayor Lichter in response to requirements.
5. September, 1993, meeting with Chief Paul regarding referendum.
6. January, 1994, follow-up with Pat Collins of Department of Indian Affairs. According to her the wording for the referendum has been submitted to Department of Justice. Explained to her that it is easier to control siltation if we start the work during the winter. She indicated she would try to speed things up.
7. February 8, 1994, Pat Collins informed us that she spoke with the Chief and agreed that they hereby give verbal authorization for us to proceed with the work.
8. September, 1994, Pat Collins informed us that the easement document is in Ottawa and it is a matter of time to complete the paper work. It took this long because it is only the second time that something similar to this has taken place.

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April 1995 - Matter is still in Ottawa and no formal easement agreement has been signed.

Yours truly,



E. T. Wdowiak  
Director  
Engineering & Works Department

ETW/shp