



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

Item No. 10.1.1
Harbour East-Marine Drive Community Council
Special Meeting
March 4, 2021
May 6, 2021

TO: Chair and Members of Harbour East- Marine Drive Community Council

-Original Signed-

SUBMITTED BY:

Kelly Denty, Director of Planning and Development

DATE: January 19, 2021

SUBJECT: **Case 22198: Development Agreement for 4442 Clam Harbour Road, Clam Bay**

ORIGIN

Application by Mr. Mark Charles, Heritage House Law on behalf of Mr. Charles Dalrymple.

LEGISLATIVE AUTHORITY

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

RECOMMENDATION

It is recommended that Harbour East -Marine Drive Community Council:

1. Give notice of motion to consider the proposed development agreement, as set out in Attachment A, to allow for the continued operation of a salvage yard at 4442 Clam Harbour Road, Lake Charlotte, and schedule a public hearing;
2. Approve the proposed development agreement, which shall be substantially of the same form as set out in Attachment A; and
3. Require the development agreement be signed by the property owner within 240 days, or any extension thereof granted by Council on request of the property owner, from the date of final approval by Council and any other bodies as necessary, including applicable appeal periods, whichever is later; otherwise this approval will be void and obligations arising hereunder shall be at an end.

BACKGROUND

Mr. Mark Charles, of Heritage House Law on behalf of Mr. Charles Dalrymple, is applying to legalize the existing salvage yard operation at 4442 Clam Harbour Road in accordance with Policy MU-14 of the Eastern Shore (West) Municipal Planning Strategy (MPS) and Land Use By-law (LUB).

Subject Site	4442 Clam Harbour Road, Clam Bay, two parcels - PID 00603761 and PID 00560938
Location	Approximately 5 km south of the intersection Clam Harbour Road and the # 7 Provincial Highway
Regional Plan Designation	Rural Commuter
Community Plan Designation (Map 1)	Mixed Use under the Municipal Planning Strategy for Eastern Shore (West)
Zoning (Map 2)	MU (Mixed Use) under the Land Use By-law for the Eastern Shore (West)
Size of Site	Development Area 4.49 hectares (11.09 acres) Total with remaining lands 18.13 hectares (44.8 acres)
Street Frontage	91.67 meters (300.76 feet)
Current Land Use(s)	Residential, motor vehicle repair shop and an unauthorized salvage yard
Surrounding Use(s)	Residential, vacant and treed areas

Proposal Details

In the past there have been several unsightly premises complaints for the subject site and through these complaints it was determined a salvage yard was operating on the site in violation of the MPS and LUB for Eastern Shore (West). In January 2020, the NS Provincial Court found Charles Allen Dalrymple guilty of operating a salvage yard without the appropriate municipal approvals and was directed to cease operation. As a result of this direction, the applicant proposes to legalize the existing salvage yard by entering into a development agreement in accordance with Policy MU-14 of the Eastern Shore (West) MPS.

The major aspects of the proposal are as follows:

- Legalize the existing salvage yard over approximately 4.5 hectares (11 acres);
- The yard includes a crushing site and designated areas for vehicle storage;
- Retention of an existing single unit dwelling with attached garage;
- Enable an automotive repair outlet within the attached garage;
- A driveway with a minimum of five (5) off-street parking stalls;
- Implementation of a 20-meter buffer from watercourses; and
- Vegetative screening from site to adjacent properties and Clam Harbour Road.

Enabling Policy and LUB Context

The existing salvage yard was established without proper municipal permits or approvals and the applied MU (Mixed Use) Zone does not permit Salvage Yards. The subject site is designated Mixed Use under the MPS for Eastern Shore (West). The general intent of the Mixed-Use Designation is to support and encourage development of the rural economy. In this regard, non-residential uses considered suitable for the area are relatively wide ranging and allowed to develop as-of-right.

However, to manage the number and location of salvage yards and mitigate their potential impacts, salvage yards may only be considered by development agreement in accordance with Policies MU-14 and IM-10. Policy criteria includes items such as:

- adequate measures taken to protect the natural environment;
- hours of operation;
- setbacks from adjacent properties and public roads;

- site access;
- parking; and
- general maintenance.

Policy IM-10 contains additional general implementation criteria such as: the capacity for on-site sewage disposal, water supply; building height, bulk and lot coverage, signage and site suitability with respect to environmental considerations.

COMMUNITY ENGAGEMENT

The community engagement process is consistent with the intent of the HRM Community Engagement Strategy. The level of community engagement was consultation, achieved through providing information and seeking comments through the HRM website, signage posted on the subject site, letters mailed to property owners within the notification area (Map 2) and a public information meeting held on October 16, 2019. Attachment C contains a summary of the meeting. The public comment received included:

- Full support for the continuation of the business;
- Ensure provisions in place for proper allocation of vehicle storage areas;
- Protection of the existing stream and nearby wells;
- Proper containment of oils; and
- Maintenance of the existing salvage yard and garage for automotive repair.

A public hearing must be held by Harbour East/Marine Drive Community Council before they can consider approval of the proposed development agreement. Should Community Council decide to proceed with a public hearing on this application, in addition to the published newspaper advertisements, property owners within the notification area shown on Map 2 will be notified of the hearing by regular mail.

The proposal will potentially impact local residents, property owners and businesses.

DISCUSSION

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

Proposed Development Agreement

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

- Legalize the existing salvage yard operation;
- Establish a vegetative buffer through existing treed areas from adjacent properties;
- Establish visual screening from Clam Harbour Road;
- Establish watercourse buffers;
- Regulate access and parking;
- Allocate areas for vehicle, tire storage and crushing sites;
- Confirm adherence to Provincial standards;
- Provide for non-substantive amendments including:
 - the granting of an extension to the date of commencement of development; and
 - the length of time for the completion of the development.

The attached development agreement will legalize the existing salvage yard operation subject to the controls identified above. Of the matters addressed by the proposed development agreement to satisfy the MPS criteria as reviewed in Attachment B, the following items have been identified for detailed discussion.

Buffering and Screening Measures

Clause (f) of Policy MU-14 directs consideration be given to adequate buffering and screening measures to reduce any visual and/or noise intrusion to surrounding residential development. Through the proposed development agreement (Attachment A) this is achieved with the following measures:

- Limit the hours of operation to 8:00 am to 9:00 pm daily. The business currently keeps business hours flexible depending on clients needs but generally these hours reinforce a daytime use of the property which helps maintain compatibility with surrounding uses;
- Retain and maintain the existing wooded areas and natural tree buffering on both sides of the subject property, as shown on the Map 3, between the operations of the site and the adjacent properties and Clam Harbour Road; and
- Limit the operation and storage of vehicles to the area behind the existing single unit dwelling and attached garage. Any future proposed decrease to the wooded area buffers to adjacent properties would be considered a substantive amendment to the proposed development agreement and would need to be approved by Council via a subsequent application.

Impact on Environment /Watercourse Buffers

Clause (g) of Policy MU-14 requires adequate measures to protect the natural environment. A small intermittent stream has been identified at the south western portion of the subject site as shown on Map 3. The proposed development agreement addresses the proximity of the salvage yard operation to any known watercourse and stipulates that no outdoor storage facility use, building, use of land associated with the salvage yard, and automotive repair shop shall be within 20 metres (61 feet) of a watercourse.

In addition, the applicant is required to submit a detailed site disturbance plan, erosion and sedimentation control plan, and stormwater management plan prior to the issuance of a development permit. This will ensure the watercourse setback is being met and that the vehicles are placed only in allocated locations as shown on Map 3.

Site Access and Parking

Clause (d) of Policy MU-14 requires consideration of safe access to and from the site and stipulates that the development must not cause traffic circulation problems. Currently, there are two points of access on Clam Harbour Road, a provincial highway. The Nova Scotia Department of Transportation and Infrastructure and Renewal (NSTIR) requires the elimination of one existing driveway and adjustment to the remaining access to improve safety. The proposed development agreement limits access to a single driveway in order to respond to the alignment of Clam Harbour Road and minimum required sight distances. The details of the required configuration of the closure of the second driveway will be addressed through the provincial permit. In addition, there will be on-site parking for a minimum of five vehicles in order to discourage any on-street parking on Clam Harbour Road.

Provincial Licensing

Clause (k) of Policy MU-14 requires ongoing compliance with all permits and licenses necessary to carry out salvage yard operations. Subsequent to any municipal approval for the salvage yard uses through the development agreement process, an operating permit from the Province of Nova Scotia is required. The applicant has provided a professionally prepared Salvage Yard General Operating Procedures report by Stantec Engineering in support of that process.. This report describes the minimum requirements for siting, operation, and the construction of a facility. Provincial permits require confirmation of the following details:

- a hydrogeological study to determine the impact of a proposed salvage activity on the existing ground water resources in the area, users and the environment;
- an inventory of any dangerous goods or wastes; and
- a facilities contingency plan on spills and releases that must be updated annually.

Timeframe for Agreement Execution

The COVID-19 pandemic has resulted in difficulties in having legal agreements signed by multiple parties in short periods of time. To recognize this difficulty that these unusual circumstances presents, staff are recommending extending the signing period for agreements following a Council approval and completion of the required appeal period. While normally agreements are required to be signed within 120 days, staff recommend doubling this time period to 240 days. This extension would have no impact on the development rights held within the agreement, and the agreement could be executed in a shorter period of time if the situation permits.

Conclusion

Staff have reviewed the proposal in terms of all relevant policy criteria and advise that the proposal is reasonably consistent with the intent of the MPS. The intention of Policy MU-14 is to permit the operation of a salvage yard with controls to minimize land use conflict within the community and impact on the environment. The proposed development agreement presented within Attachment A contains requirements to mitigate the negative impacts. Therefore, staff recommend that Harbour East / Marine Drive Community Council approve the proposed development agreement.

FINANCIAL IMPLICATIONS

There are no budget implications. The applicant will be responsible for all costs, expenses, liabilities and obligations imposed under or incurred in order to satisfy the terms of this proposed development agreement. The administration of the proposed development agreement can be carried out within the approved - 2020/21 budget and with existing resources.

RISK CONSIDERATION

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

ENVIRONMENTAL IMPLICATIONS

No additional concerns were identified beyond those raised in this report. The primary environmental implications relate to watercourse protection and stormwater management. The proposed development agreement seeks to protect these interests by:

- requiring the developer to submit a detailed site disturbance plan, erosion and sedimentation control plan, site grading and stormwater management plan prior to a development permit; and
- establishing a 20m watercourse buffer (where necessary).

Further, Nova Scotia Environment (NSE), requires a Salvage Yard License which addresses environmental implications such as the impact of a proposed salvage activity on the existing ground water resources in the area, users and the environment and requires an annual contingency plan for possible spills to ensure environmental protection.

ALTERNATIVES

1. Harbour East-Marine Drive Community Council may choose to approve the proposed development agreement subject to modifications. Such modifications may require further negotiation with the

applicant and may require a supplementary report or another public hearing. A decision of Council to approve this development agreement is appealable to the N.S. Utility & Review Board as per Section 262 of the *HRM Charter*.

2. Harbour East - Marine Drive Community Council may choose to refuse the proposed development agreement, and in doing so, must provide reasons why the proposed agreement does not reasonably carry out the intent of the MPS. A decision of Council to refuse the proposed development agreement is appealable to the N.S. Utility & Review Board as per Section 262 of the *HRM Charter*.

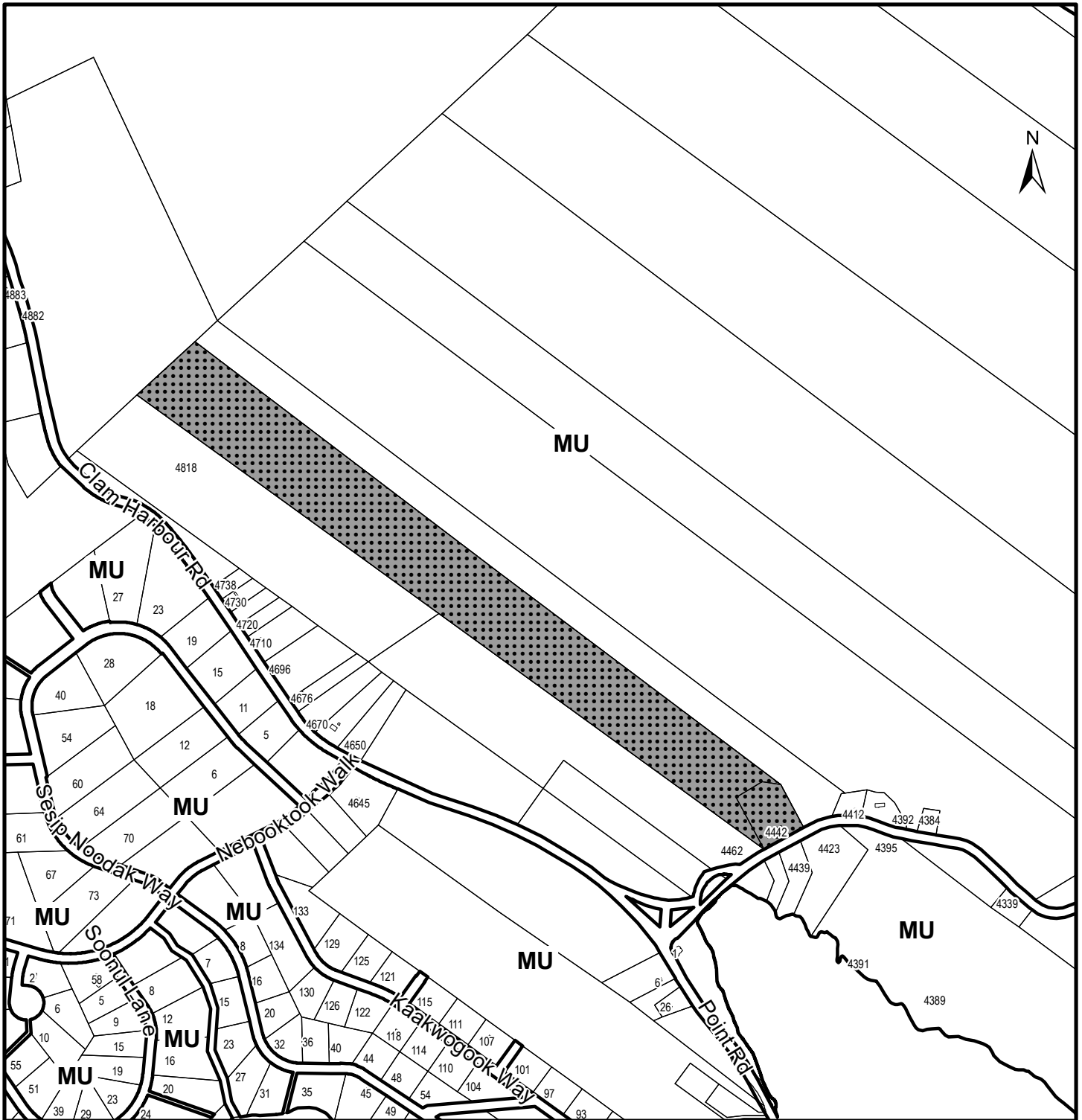
ATTACHMENTS

Map 1: Generalized Future Land Use
Map 2: Zoning and Notification
Map 3: Site Plan

Attachment A: Proposed Development Agreement and Schedules A, B, C
Attachment B: Review of Relevant Policies of the Eastern Shore (West) Municipal Planning Strategy
Attachment C: Summary of the Public Information Meeting

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

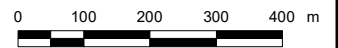
Report Prepared by: Maria Jacobs, Planner II, 902.943.4318




Map 1 - Generalized Future Land Use

4442 Clam Harbour Rd,
Clam Bay

HALIFAX



 Area of Proposed Development Agreement

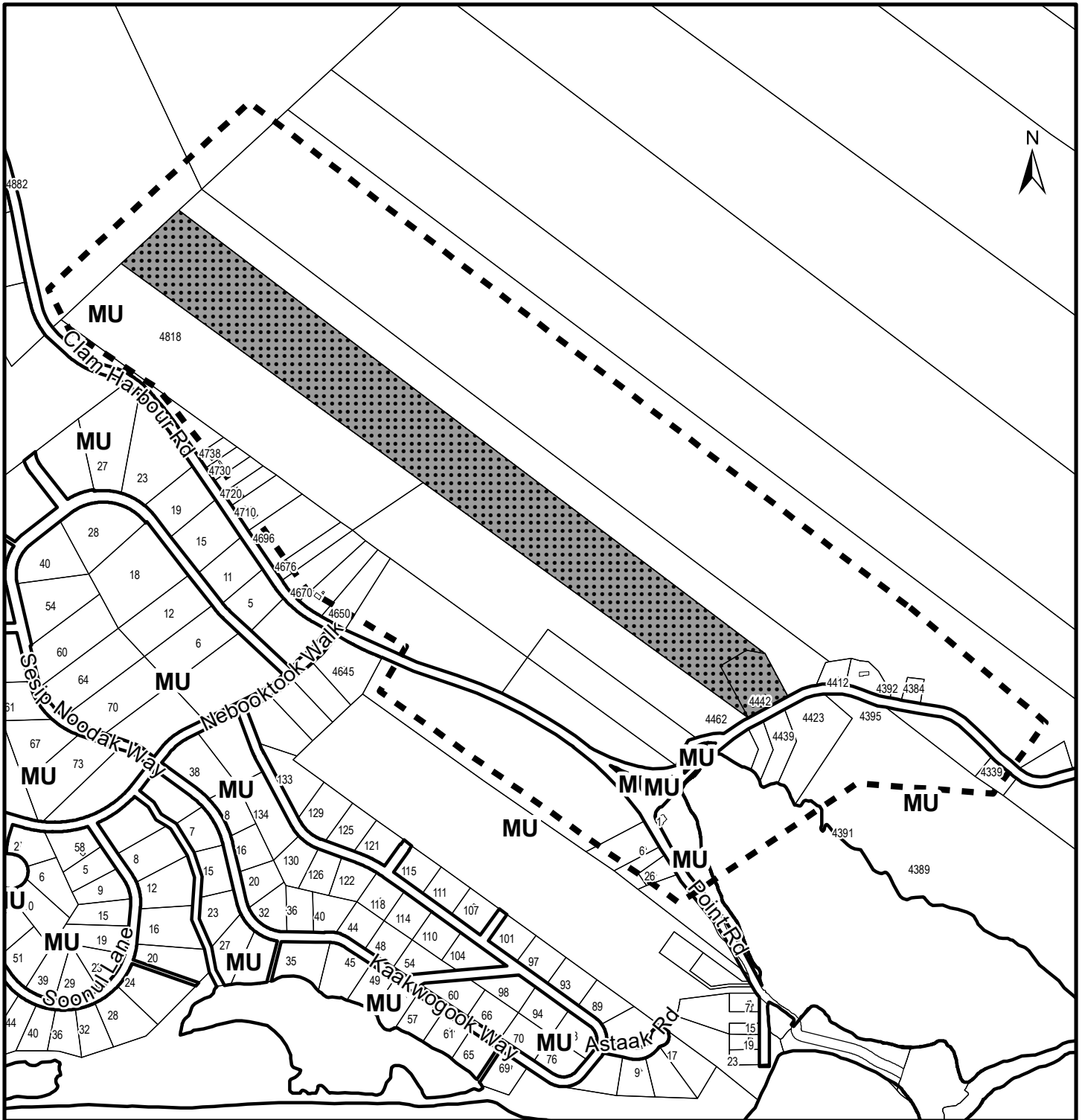
Designation

MU Mixed Use

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

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

Eastern Shore (West) Plan Area




Map 2 - Zoning and Notification

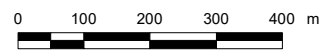
4442 Clam Harbour Rd,
Clam Bay

HALIFAX

 Area of Proposed Development Agreement

 Area of Notification

Zone
MU Mixed Use

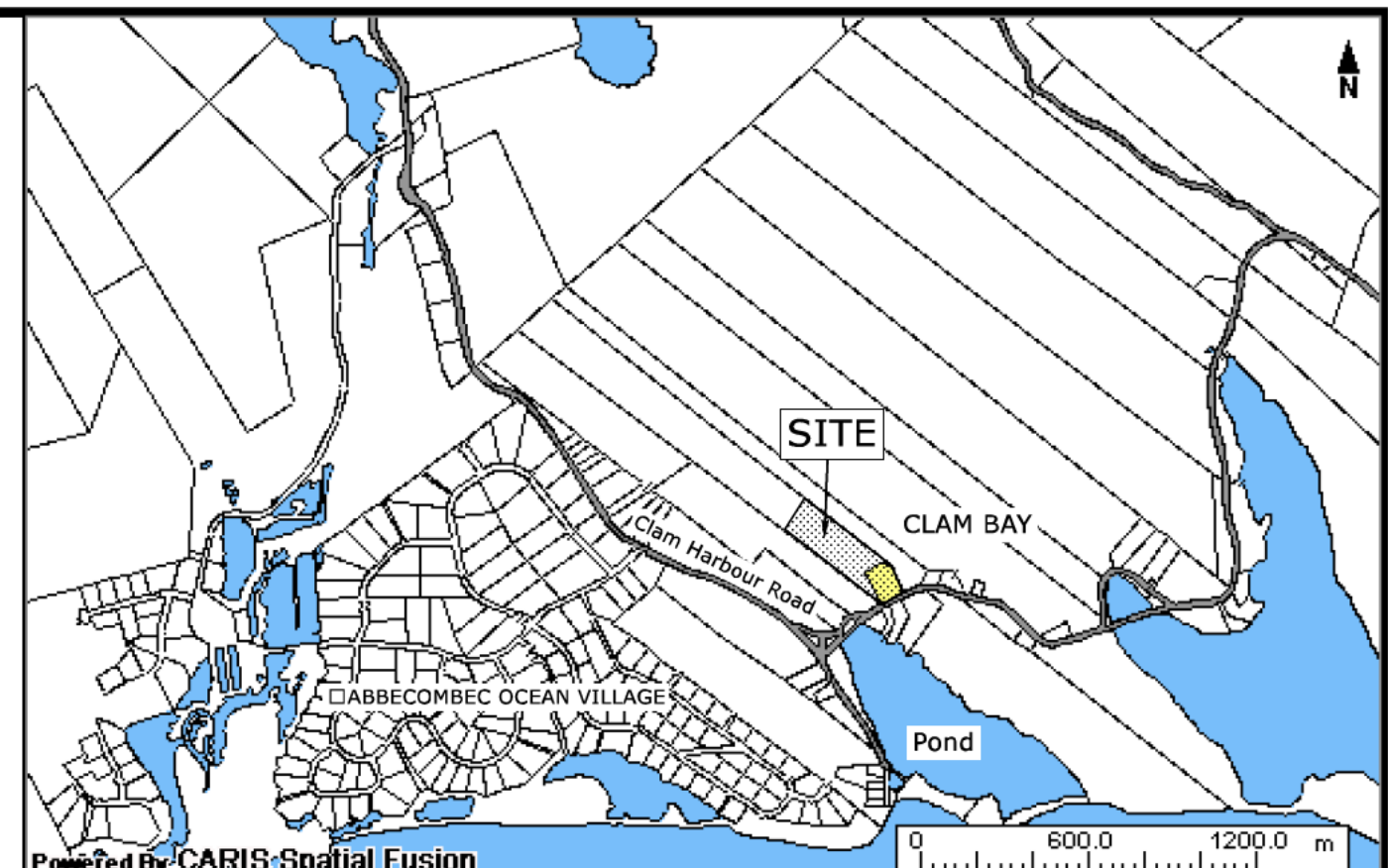
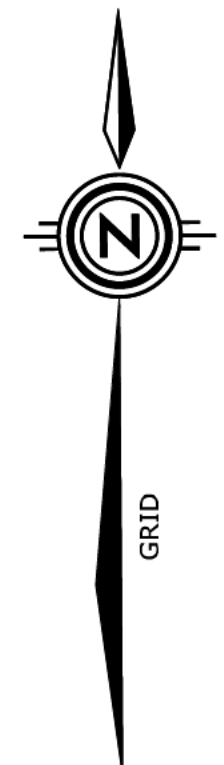


This map is an unofficial reproduction of a portion of the Zoning Map for the plan area indicated.

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

Eastern Shore (West) Plan Area

Map 3 - Site Plan



KEY PLAN

CHARLES A. DALRYMPLE & ANGELA M. DALRYMPLE

DOC. NO. 96929071
AREA - 44.8 ACRES±
PID - 00603761

Area of Development: Area B

REMAINING LAND
36.4 ACRES±

Area of Development: Area A

Wooded Area

PARCEL "A"
AREA - 8.423 ACRES

PROPOSED VEHICLE STORAGE SITE

Cleared Area

PROPOSED LOADING AND UNLOADING SITE

PROPOSED CRUSHING SITE

Wooded Area

FORMERLY LAND CLAIMED BY
THE ESTATE OF
CHESTER H. TURPLE
NOW LAND OF
BONNIE SUE KERR
PID - 40189979

TOTAL AREA PARCEL "A" & LOT "G"
11.090 ACRES

PARCEL "500-Y"
Formerly MAVIS S. TURPLE
Now ROBERT KILLEEN and
CHRISTINA LILLIAN MYHRE

DOC. #115792476
PID - 00603894
SEE PLAN OF SURVEY NO. 2007-011 SIGNED BY
FRANK LONGSTAFF, NSLS, DATED APRIL 23, 2007.
RECORDED AS PLAN NO. 90165847

PROPOSED TIRE & VEHICLE STORAGE SITE

Cleared Area

Wooded Area

LOT "G"
CHARLES A. DALRYMPLE & ANGELA M. DALRYMPLE
DOC. NO. 89237474
PID - 00560938
AREA - 2.667 ACRES

SEE PLAN OF SURVEY NO. A2-404
BY E.J. WEBBER, NSLS, DATED
JUNE 12, 1984
APPROVED JULY 27, 1984
RECORDED AS PLAN NO. 20969

DANGEROUS GOODS & OIL STORAGE

Man made Pond

Dug Well

Deck

Attached Garage

Proposed storage

Area of existing water system

Shed

Shed

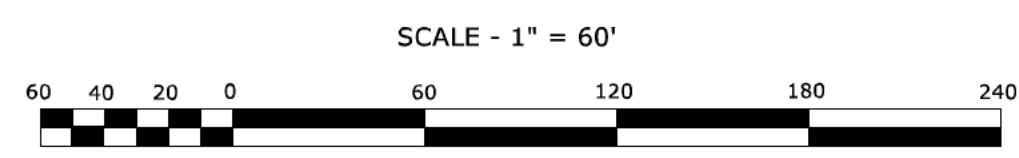
Shed

Map 3 - Site Plan

SITE PLAN SHOWING
LOT "G" AND PARCEL "A"
SALVAGE YARD SITE
LAND OF

CHARLES A. DALRYMPLE & ANGELA M. DALRYMPLE

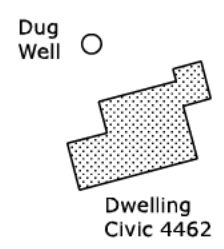
CLAM HARBOUR ROAD
CLAM BAY
COUNTY OF HALIFAX
PROVINCE OF NOVA SCOTIA



FIELD SURVEYS CARRIED OUT ON MARCH 25, 2014 & MAY 17, 2019
PLAN DATE - SEPTEMBER 10, 2020
PLAN NO. A1-396C
PREPARED BY E.J. WEBBER, NSLS



LEGEND
SM SURVEY MARKER
Fd. FOUND
CP CALCULATED POINT
=====
CULVERT
HT. HEIGHT OF BUILDING



**Attachment A
Proposed Development Agreement**

THIS DEVELOPMENT AGREEMENT made this day of **[Insert Month]**, 20__,

BETWEEN:

CHARLES DALRYMPLE

An individual, in the Halifax Regional Municipality in the Province of Nova Scotia (hereinafter called the "Developer")

OF THE FIRST PART

ANGELA MARIE DALRYMPLE

An individual, in the Halifax Regional Municipality in the Province of Nova Scotia (hereinafter called the "Developer")

OF THE SECOND PART

- and -

HALIFAX REGIONAL MUNICIPALITY

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

OF THE THIRD PART

WHEREAS the Developer is the registered owner of certain lands located at 4442 Clam Harbour Road, Lake Charlotte PID 00560938 and PID 00603761, of certain lands which said lands are more particularly described in Schedule A hereto (hereinafter called the "Lands");

AND WHEREAS the Developer has requested that the Municipality enter into a development agreement to allow for a Salvage Yard operation on the Lands pursuant to the provisions of the *Halifax Regional Municipality Charter* and pursuant to Policies MR-14 and IM-10 of the Eastern Shore (West) Municipal Planning Strategy and Section 3.6 (o) of the Eastern Shore (West) Land Use By-law;

AND WHEREAS the Harbour East Marine Drive Community Council for the Municipality approved this request at a meeting held on **[Insert - Date]**, referenced as Municipal Case Number 22198.

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

PART 1: GENERAL REQUIREMENTS AND ADMINISTRATION

1.1 Applicability of Agreement

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

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

- 1.2.1 Except as otherwise provided for herein, the development, use and subdivision of the Lands shall comply with the requirements of the applicable Land Use By-law and the Regional Subdivision By-law, as may be amended from time to time.

1.3 Applicability of Other By-laws, Statutes and Regulations

- 1.3.1 Further to Section 1.2, nothing in this Agreement shall exempt or be taken to exempt the Developer, lot owner or any other person from complying with the requirements of any by-law of the Municipality applicable to the Lands (other than the Land Use By-law to the extent varied by this Agreement), or any statute or regulation of the Provincial/Federal Government and the Developer or Lot Owner agree(s) to observe and comply with all such laws, by-laws and regulations, as may be amended from time to time, in connection with the development and use of the Lands.

- 1.3.2 The Developer shall be responsible for securing all applicable approvals associated with the on-site and off-site servicing systems required to accommodate the development, including but not limited to sanitary sewer system, water supply system, stormwater sewer and drainage system, and utilities. Such approvals shall be obtained in accordance with all applicable by-laws, standards, policies, and regulations of the Municipality and other approval agencies. All costs associated with the supply and installation of all servicing systems and utilities shall be the responsibility of the Developer. All design drawings and information shall be certified by a Professional Engineer or appropriate professional as required by this Agreement or other approval agencies.

1.4 Conflict

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

1.5 Costs, Expenses, Liabilities and Obligations

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

1.6 Provisions Severable

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

PART 2: DEFINITIONS

2.1 Words Not Defined under this Agreement

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

PART 3: USE OF LANDS, SUBDIVISION AND DEVELOPMENT PROVISIONS

3.1 Schedules

The Developer shall develop and use the Lands in a manner, which, in the opinion of the Development Officer, conforms with the following Schedules attached to this Agreement and filed in the Halifax Regional Municipality as Case Number 22198:

Schedule A	Legal Description of the Lands
Schedule B	Area of Development and Site Plan

3.2 Requirements Prior to Approval

- 3.2.1 Prior to the issuance of a development permit, the Developer shall provide the following to the Development Officer:
- (a) A detailed Site Disturbance Plan prepared by a Professional Engineer in accordance with this agreement;
 - (b) A detailed Erosion and Sedimentation Control Plan and a Site Grading and Stormwater Management Plan prepared by a Professional Engineer in accordance with this agreement;
 - (c) Written confirmation, which is acceptable to the Development Officer which may include photograph(s) and a site plan, demonstrating compliance with the applicable "Watercourse Setback and Buffers" of the applied Land Use By-law except where varied by this Agreement;
 - (d) Written confirmation, which is acceptable to the Development Officer which may include photograph(s) and a site plan, demonstrating the extent of vehicle storage areas on the Lands as illustrated on Schedule B;
 - (e) Written confirmation, which is acceptable to the Development Officer which may include photograph(s) and a site plan, demonstrating the removal of the one (1) existing driveway abutting the Clam Harbour Road as required by NS Transportation and Infrastructure Renewal; and
 - (f) A copy of all permits, licences, and approvals required by the NS Department of the Environment relative to Salvage Yard operations.
- 3.2.3 Notwithstanding any other provision of this Agreement, the Developer shall not occupy or use the Lands for any of the uses permitted by this Agreement unless an Occupancy Permit has been issued by the Municipality. No Occupancy Permit shall be issued by the Municipality unless and until the Developer has complied with all applicable provisions of this Agreement and the Land Use By-law (except to the extent that the provisions of the Land Use By-law are varied by this Agreement) and with the terms and conditions of all permits, licenses, and approvals required to be obtained by the Developer pursuant to this Agreement.

3.3 General Description of Land Use

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

Area of Development: Area A (Parcel A and Lot G)

- (a) A Salvage Yard with an associated Automotive Repair Outlet and accessory buildings (garages and storage buildings) as generally shown on Schedule B;
- (b) Activities related to loading, unloading and the crushing of vehicles shall be limited to the areas as generally shown on Schedule B;
- (c) Tires storage shall be limited to the areas as generally shown on Schedule B;
- (d) Vehicle Storage shall be limited to the cleared areas as generally shown on Schedule B;
- (e) A maximum of two (2) additional accessory buildings shall be permitted in addition to the accessory buildings illustrated on Schedule B and shall be in accordance with the applicable Land Use By-law;
- (f) A single unit dwelling and associated accessory buildings as permitted by the MU (Mixed Use) zone of the applicable Land Use By-law; and
- (g) Any uses permitted in the zone applied to the property under the applicable Land Use By-law.

Area of Development: Area B (remaining lands 36.4 acres)

- (a) Any uses permitted in the zone applied to the property under the applicable Land Use By-law.

3.4 Detailed Provisions for Land Use

- 3.4.1 The accessory buildings and structures to the Salvage Yard operation shall be in accordance with the requirements of the applied zone of the applicable Land Use By-law, as amended from time to time.
- 3.4.2 The height of all buildings, including accessory buildings, shall not exceed 10.7 meters (35 feet).

3.5 Parking, Circulation and Access

- 3.5.1 The off-street parking area shall be sited as generally shown on Schedule B. The parking area shall contain a minimum of 5 (five) parking spaces for the Salvage Yard and Automotive Repair Outlet. Parking for other land uses shall be in accordance with the applicable Land Use By-law.
- 3.5.2 The parking area may be hard surfaced or gravelled.
- 3.5.3 The limits of the parking area shall be defined by fencing, landscaping or curb.
- 3.5.4 The existing access shall be redesigned in accordance with the requirements of Nova Scotia Transportation and Infrastructure Renewal, including the necessary permits for work within the right of way.

3.6 Outdoor Lighting

- 3.6.1 Lighting shall be directed so as to divert the light away from streets, adjacent properties and buildings.

3.7 Maintenance

- 3.7.1 The Developer shall maintain and keep in good repair all portions of the development on the Lands, including but not limited to, the exterior of the building, fencing, walkway, parking area, driveway, and the maintenance of all landscaping including the replacement of damaged or dead plant stock, trimming and litter control, garbage removal and snow and ice control, salting of walkways and driveways and parking spaces.

3.8 Signs

- 3.8.1 Signage shall be in accordance with the applicable Land Use By-law.

3.9 Screening

- 3.9.1 Refuse containers, recycling materials and waste compactors, inoperable vehicles, vehicle parts including tires shall be screened from public view from the street and where necessary by means of opaque fencing or masonry walls with suitable landscaping and shall not be located in the front yard of the single unit dwelling.
- 3.9.2 The existing vegetative treed buffers between site and adjacent properties and Clam Harbour Road as shown as "Wooded Area" and "Natural Tree Buffering" on Schedule B shall be maintained.

3.10 Hours of Operation

- 3.10.1 The Salvage Yard shall be permitted to operate between the hours of eight (8:00) am to nine (9:00) pm daily seven (7) days per week.
- 3.10.2 Hours of operation shall conform with all relevant Municipal and Provincial legislation and regulations, as may be amended from time to time.

PART 4: STREETS AND MUNICIPAL SERVICES

4.1 General Provisions

- 4.1.1 All design and construction of primary and secondary service systems shall satisfy the most current edition of the Municipal Design Guidelines or the requirements of NS Transportation and Infrastructure Renewal, whichever is applicable, unless otherwise provided for in this Agreement and shall receive written approval from the Development Engineering prior to undertaking the work.

4.2 Off-Site Disturbance

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

4.3 On-Site Water System

- 4.3.1 The Lands shall continue to be serviced through a privately operated on-site water distribution system.

4.4 On-Site Sanitary System

- 4.4.1 The Lands shall continue to be serviced through privately owned and operated on site sewer system and treatment facility in accordance with NS Environment requirements.

PART 5: ENVIRONMENTAL PROTECTION MEASURES

5.1 Private Storm Water Facilities

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

5.2 Watercourse Setbacks and Buffers

5.2.1 All development shall meet the requirements of the Land Use By-law "Watercourse Setbacks and Buffers" as amended from time to time.

5.3 Stormwater Management Plans and Erosion and Sedimentation Control Plan

5.3.1 Prior to the commencement of any site work on the Lands, including earth movement or tree removal other than that required for preliminary survey purposes, or associated off-site works, the Developer shall:

- (a) Submit to the Development Officer a detailed Site Disturbance Plan, prepared by a Professional Engineer indicating the sequence and phasing of construction and the areas to be disturbed or undisturbed; and
- (b) Submit to the Development Officer a detailed Erosion and Sedimentation Control Plan prepared by a Professional Engineer in accordance with the Erosion and Sedimentation Control Handbook for Construction Sites as prepared and revised from time to time by Nova Scotia Environment. Notwithstanding other sections of this Agreement, no work is permitted on the Lands until the requirements of this clause have been met and implemented. The Erosion and Sedimentation Control Plan shall indicate the sequence of construction, all proposed detailed erosion and sedimentation control measures and interim stormwater management measures to be put in place prior to and during construction; and
- (c) Submit to the Development Officer a detailed Site Grading and Stormwater Management Plan prepared by a Professional Engineer, showing details including but not limited to; all existing bodies of water, wetlands, and watercourses, natural or manmade; and any proposed manmade bodies of water, wetlands, and watercourses.

PART 6: AMENDMENTS

6.1 Non-Substantive Amendments

6.1.1 The following items are considered by both parties to be non-substantive and may be amended by resolution of Council.

- (a) The granting of an extension to the date of commencement of development as identified in Section 7.3 of this Agreement; and
- (b) The length of time for the completion of the development as identified in Section 7.4 of this Agreement.

6.2 Substantive Amendments

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

PART 7: REGISTRATION, EFFECT OF CONVEYANCES AND DISCHARGE

7.1 Registration

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

7.2 Subsequent Owners

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

7.3 Commencement of Development

- 7.3.1 In the event that development on the Lands has not commenced within one (1) year from the date of registration of this Agreement at the Registry of Deeds or Land Registry Office, as indicated herein, the Agreement shall have no further force or effect and henceforth the development of the Lands shall conform with the provisions of the Land Use By-law.
- 7.3.2 For the purpose of this section, commencement of development shall mean the receipt of an application by the Municipality for a Development Permit for the Salvage Yard.
- 7.3.3 For the purpose of this section, Council may consider granting an extension of the commencement of development time period through a resolution under Section 6.1, if the Municipality receives a written request from the Developer at least sixty (60) calendar days prior to the expiry of the commencement of development time period.

7.4 Completion of Development

- 7.4.1 If the Developer fails to receive a development permit for a Salvage Yard after three (3) years from the date of registration of this Agreement at the Registry of Deeds or Land Registration Office, Council may review this Agreement, in whole or in part, and may:
- (a) Retain the Agreement in its present form;
 - (b) Negotiate a new Agreement; or
 - (c) Discharge this Agreement.
 - (d) for those portions of the development which are completed, discharge this Agreement and apply appropriate zoning pursuant to the applicable Municipal Planning Strategy and Land Use By-law.
- 7.4.2 For the purpose of this section, completion of development shall mean the issuance of a Municipal development permit for a Salvage Yard.
- 7.4.3 For the purpose of this section, Council may consider granting an extension of the completion of development time period through a resolution under Section 6.1, if the Municipality receives a written request from the Developer at least sixty (60) calendar days prior to the expiry of the completion of development time period.

7.5 Discharge of Agreement

- 7.5.1 Upon the completion of the whole development, Council may review this Agreement, in whole or in part, and may:
- (a) Retain the Agreement in its present form;
 - (b) Negotiate a new Agreement; or

- (c) Discharge this Agreement.

PART 8: ENFORCEMENT AND RIGHTS AND REMEDIES ON DEFAULT

8.1 Enforcement

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

8.2 Failure to Comply

If the Developer fails to observe or perform any condition of this Agreement after the Municipality has given the Developer sixty (60) days written notice of the failure or default, then in each such case:

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

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

SIGNED, SEALED AND DELIVERED in the presence of:

[Insert Name]

Witness

Per: _____

HALIFAX REGIONAL MUNICIPALITY

SIGNED, SEALED AND DELIVERED in the presence of:

Witness

[Insert Name]

Per: _____

HALIFAX REGIONAL MUNICIPALITY

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

Witness

Per: _____

MAYOR

Witness

Per: _____

MUNICIPAL CLERK

SCHEDULE "A"

PID #00560938

ALL that certain lot, piece or parcel of land situate, lying and being at Clam Bay, in the County of Halifax, Province of Nova Scotia. Being and comprising all that Lot G as shown on Plan of Survey No. A2-404 signed by E.J. Webber, N.S.L.S., dated June 12, 1984. Said lot being more particularly bounded and described as follows, viz:

BEGINNING at a Survey Marker on the northern boundary of the Clam Bay Road. Said Survey Marker being (N 82 degrees 46 minutes 57 seconds W) distance (118.28) feet, from the northwestern corner of Lot 3X - Cesley Reddy Subdivision;

THENCE (N 28 degrees 05 minutes 35 seconds W), a distance of (401.25) feet, to a Survey Marker;

THENCE (N 63 degrees 29 minutes 19 seconds E), a distance of (195.82) feet, to a Survey Marker;

THENCE (S 79 degrees 04 minutes 01 seconds E), a distance of (135.08) feet, to a Survey Marker;

THENCE (S 28 degrees 05 minutes 28 seconds E) a distance of (104.38) feet, to a Survey Marker;

THENCE in the same direction (S 28 degrees 05 minutes 28 seconds E), a distance of (213.63) feet, to a Survey Marker on the aforementioned northern boundary of the Clam Bay Road;

THENCE (S 63 degrees 16 minutes 56 seconds W) along the northern boundary of the Clam Bay Road, a distance of (300.76) feet, to the place of beginning.

CONTAINING an area of (116,175) square feet or (2.667) acres. ALL bearings are Astronomic, referred to the meridian of 61 degrees 30 minutes West Longitude.

BEING and INTENDED to be a portion of Lot 5 of the Campbell Grant Division recorded at the Registry of Deeds in Halifax, in Book 255, Page 602.

The parcel originates with an approved plan of subdivision that has been filed under the Registry Act or registered under the Land Registration Act at the Land Registration Office for the registration district of Halifax as plan number 239/20969.

PID #603761

ALL that certain lot, piece or parcel of land situate, lying and being at Clam Bay, in the County of Halifax, Province of Nova Scotia. Being a portion of Lot No. 5 of the Campbell Grant Division and being more particularly bounded and described as follows; viz:

BEGINNING at a Survey Marker on the northwestern boundary of the Clam Harbour Road, at the southwestern corner of Lot G - land of Charles and Angela Dalrymple (PID 00560938). Lot G being shown on Plan of Survey No. A2-404 signed by E.J. Webber, NSLS, dated June 12, 1984 and recorded in Drawer 239, Plan No. 20969. Which point also being the corner of land of Mavis Turple (PID 00603894);

THENCE North 51 degrees 59 minutes 16 seconds West along the northeastern boundary of land of Mavis Turple, a distance of 2673.8 feet, to a Survey Marker at the eastern corner of Lot 5-X - land of Michael and Laurena Turple (PID 41295940). Which boundary being shown on a Plan of Survey signed by Frank Longstaff, NSLS, dated April 23, 2007 and recorded as Plan No. 90165847;

THENCE North 51 degrees 59 minutes 16 seconds West along the northeastern boundary of Lot 5-X - land of Michael and Laurena Turple, a distance of 2483.7 feet, to a Survey Marker on the southeastern boundary of land of Robert and Ibtisam Afram (PID 40200214);

THENCE northeasterly along the southeastern boundary of land of Robert and Ibtisam Afram, a distance of 400 feet, more or less, to the corner of land of the Estate of Chester Turple (PID 40189979);

THENCE southeasterly along the southwestern boundary of land of the Estate of Chester Turple, a distance of 4900 feet, more or less, to a Survey Marker at the northeastern corner of aforementioned Lot G - land of Charles and Angela Dalrymple;

THENCE North 79 degrees 04 minutes 01 seconds West, along the boundary of Lot G, a distance of 135.08 feet, to a Survey Marker;

THENCE South 63 degrees 29 minutes 19 seconds West, along the boundary of Lot G, a distance of 195.82 feet, to a Survey Marker;

THENCE South 28 degrees 05 minutes 35 seconds East, along the boundary of Lot G, a distance of 401.25 feet, to the place of beginning.

CONTAINING an area of 40 acres, more or less.

ALL bearings are referred to Grid North, Nova Scotia Coordinate System, Central Meridian 61 degrees 30 minutes West, Zone 4, July 1979 Values.

The parcel is exempt from the requirement for subdivision approval under the Municipal Government Act because it is a remnant shown on a plan of subdivision of Lot G approved the 27th day of July 1984.

Schedule B - Area of Development: A & B

CHARLES A. DALRYMPLE & ANGELA M. DALRYMPLE

DOC. NO. 96929071
AREA - 44.8 ACRES±
PID - 00603761

Area of Development: Area B

REMAINING LAND
36.4 ACRES±

Wooded Area

PARCEL "A"
AREA - 8.423 ACRES

PROPOSED
VEHICLE
STORAGE
SITE

Cleared Area

PROPOSED
LOADING AND
UNLOADING SITE
PROPOSED
CRUSHING
SITE

Wooded Area

FORMERLY LAND CLAIMED BY
THE ESTATE OF
CHESTER H. TURPLE
NOW LAND OF
BONNIE SUE KERR
PID - 40189979

TOTAL AREA PARCEL "A" & LOT "G"
11.090 ACRES

**Area of Development: Area A
(Parcel "A" and Lot "G")**

PROPOSED TIRE &
VEHICLE STORAGE
SITE

Cleared Area

Wooded Area

LOT "G"
CHARLES A. DALRYMPLE
& ANGELA M. DALRYMPLE
DOC. NO. 89237474
PID - 00560938
AREA - 2.667 ACRES

SEE PLAN OF SURVEY NO. A2-404
BY E.J. WEBBER, NSLS, DATED
JUNE 12, 1984
APPROVED JULY 27, 1984
RECORDED AS PLAN NO. 20969

Cleared Area

DANGEROUS
GOODS & OIL
STORAGE

Shed
Ht. 12'

Shed
Ht. 12'

Shed
Ht. 12'

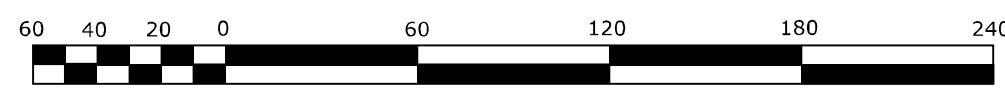
Schedule B - Area of Development: A & B

SITE PLAN SHOWING
LOT "G" AND PARCEL "A"
SALVAGE YARD SITE
LAND OF

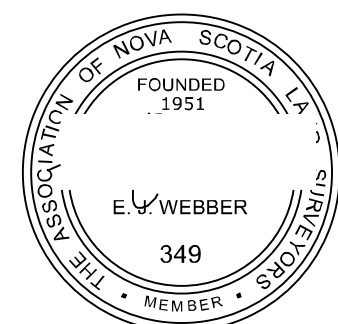
CHARLES A. DALRYMPLE
& ANGELA M. DALRYMPLE

CLAM HARBOUR ROAD
CLAM BAY
COUNTY OF HALIFAX
PROVINCE OF NOVA SCOTIA

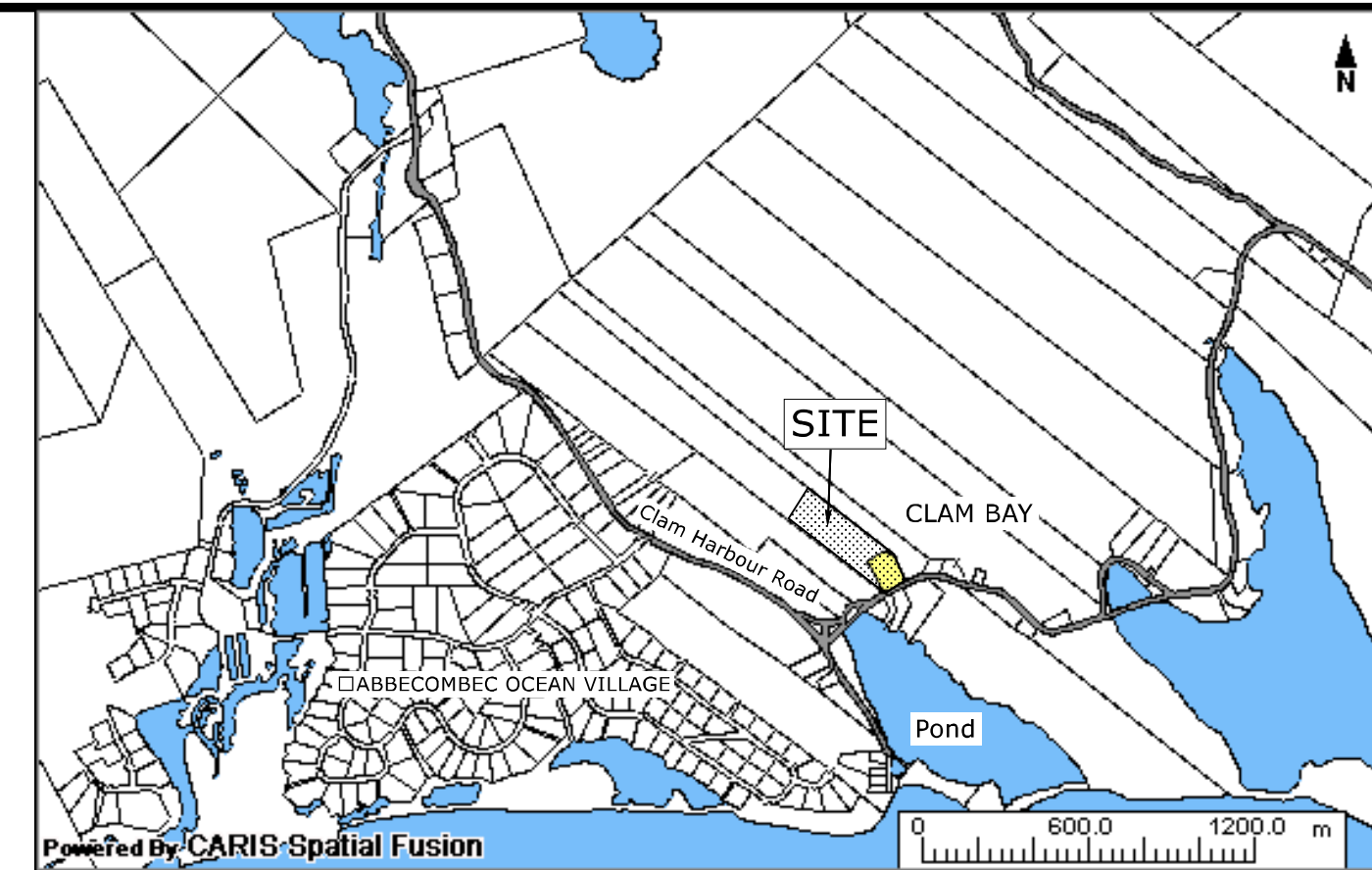
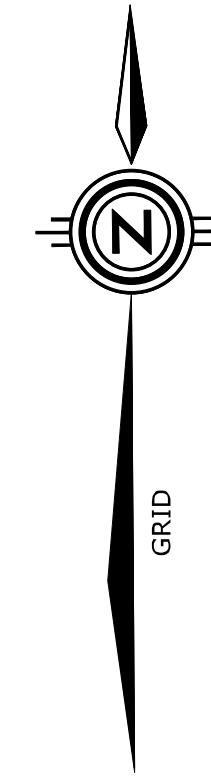
SCALE - 1" = 60'



FIELD SURVEYS CARRIED OUT ON MARCH 25, 2014 & MAY 17, 2019
PLAN DATE - SEPTEMBER 10, 2020
PLAN NO. A1-396C
PREPARED BY E.J. WEBBER, NSLS



LEGEND
SM SURVEY MARKER
Fd. FOUND
CP CALCULATED POINT
=====
CULVERT
HT. HEIGHT OF BUILDING



KEY PLAN

**ATTACHMENT B:
Review of Relevant Policies of the
Eastern Shore (West) Municipal Planning Strategy**

Salvage Yards

The general thrust of the Mixed Use Designation is to support and encourage development of the rural economy. In this regard, non-residential uses considered suitable for the area are relatively wide ranging and allowed to develop as-of-right. Salvage yards, however, are considered a significant exception to this general rule. They are seen as creating potential safety hazards to adjacent residential areas and as potential threats to natural environmental systems such as lakes and rivers. In addition, most operations are viewed as potentially detrimental to the visual appearance of existing communities and residential areas. It is realized, however, that salvage yards are a necessary fact of life and that they require relatively inexpensive land in order to be economically feasible. Furthermore, such operations provide a source of income, as well as local employment opportunities. Most residents, however, do not wish to have their communities or neighbourhoods perceived as a convenient dumping ground for the discarded, partially recyclable, materials of the metropolitan area. Some control is therefore considered necessary over the number and location of salvage yards. Furthermore, residents wish to maintain a similar level of control as existed before the adoption of this planning strategy.

MU-14 Notwithstanding Policy MU-2, it shall be the intention of Council to consider salvage yards in accordance with the development agreement provisions of the Planning Act. In considering such development agreements, Council shall have regard to the following:

Planning District Eastern Shore West Municipal Planning Strategy		
	Policy Criteria Policy MU-14	Staff Comment
a)	<i>that the site allows for the reasonable separation of the proposed salvage yard from surrounding residential development;</i>	The salvage yard is an existing use and has been operating for over 10 years. The existing salvage yard has treed areas between yard and the adjacent properties. These treed areas are to be retained as is shown on the Site Plan (Map 3). The nearest dwelling to Salvage yard south west property line is approximately 46 metres (151 feet).
b)	<i>that the site of the proposed salvage yard is not located on environmentally sensitive land;</i>	The existing salvage yard has been operation for more than ten years. The subject site contains a watercourse as shown on Map 3 but is described as environmentally sensitive lands. However, to ensure environmental protection of the existing watercourses, the development agreement requires a 20m watercourse setback buffer from the wetland and intermittent stream on the site and the Erosion and Sedimentation Control Plans and Stormwater Management Plans are required as a component of the Development Permit.
c)	<i>that the scale and appearance of the proposed salvage yard would not detract from or adversely affect surrounding developments;</i>	The storage of vehicles is required to be placed behind the existing single unit dwelling and the current landscaping along Clam Harbour Road will be maintained. A proposed sign for the business is required to comply with the Land Use By-law.(LUB). The subject properties are considerable in size (approximately 10 hectares). However, to minimize the potential impact of the salvage yard on the surrounding area, the development agreement limits extent of the salvage yard to 4.5 hectares and any

		future expansion would require an amendment to the development agreement.
d)	<i>that safe access to and from the site of the proposed salvage yard can be obtained from the abutting street or highway and that the development will not cause traffic circulation problems or traffic hazards due to the nature or level of traffic created;</i>	The existing two driveway accesses will be reduced to one unless approval is granted from NSTIR after review of a TIS. NSTIR is requiring the removal of the western access.
e)	<i>that the proposed site layout, including landscaping, parking areas, signage and outdoor storage or display areas, is appropriate having regard to the other provisions of this Policy;</i>	The storage of vehicle will only be permitted behind the existing single unit dwelling off Clam Harbour Road and in the designated storage areas shown on the Site Plan (Map 3). Landscaping along road is to be maintained. NSTIR requires only one driveway access and a more formal parking for customers with signage in compliance to the LUB.
f)	<i>that adequate buffering and screening measures are provided as a means to reduce any visual and/or noise intrusion to surrounding residential development;</i>	There is a natural vegetation buffer (treed area) between site and adjacent properties. These areas are marked as “wooded areas” on the Site Plan (Map 3) and are required to be retained. The existing landscaping along Clam Harbour Road will also be retained. In addition, the storage of vehicles is required to be placed behind the dwelling as indicated on the Site Plan (Map 3) and encroachments into adjacent properties are not permitted.
g)	<i>that adequate measures are taken to protect the natural environment;</i>	To adequately protect the natural environment, a buffer/setback is required from the “small brook” shown on Site Plan (Map 3).
h)	<i>that adequate provision is made to ensure that the site of the salvage yard and of buildings and other structures on the site are properly maintained on an on-going basis;</i>	The storage of vehicles will be behind the dwelling and in designated areas. There is a maintenance clause where the applicant will maintain and keep in good repair all portions of the development on the Lands, including but not limited to, the exterior of the building, fencing, parking area, and the maintenance of all landscaping. In addition, the applicant must acquire through the province an operating license.
i)	<i>that the proposed agreement provides for appropriate hours of operation having regard to uses in the surrounding areas and the other provisions of this Policy;</i>	No proposed change to hours of operation. Currently it is operating seven days a week from 8am to 9pm,
j)	<i>that the proposed agreement provides for the establishment of an acceptable method of on-site sewage disposal and water supply;</i>	Existing systems
k)	<i>that the proposed agreement makes provision for obtaining and maintaining all permits and licenses necessary to carry on the proposed use; and</i>	Applicant is required to confirm that the salvage yard license is up to date as per Provincial requirements.
l)	<i>the provisions of Policy IM-10.</i>	
	Policy IM-10	Staff Comment
IM-10	<i>In considering development agreements or amendments to the land use bylaw, in addition to all other criteria as set out in</i>	

	<i>various policies of this Strategy, Council shall have appropriate regard to the following matters:</i>	
a)	<i>that the proposal is in conformity with the intent of this Planning Strategy and with the requirements of all other municipal by-laws and regulations;</i>	The subject site currently has an illegal salvage yard land use. The criteria listed in MU-14 (above) exist to reduce the impacts that salvage yards have on the surrounding residential and agricultural environment. With approval of a Development Agreement, the site will be required to comply with the policies and regulations of the MPS and LUB of Eastern Shore (West) and will bring the existing salvage yard operation into compliance
b)	<i>that the proposal is not premature or inappropriate by reason of:</i>	
b)i	<i>the financial capability of the Municipality to absorb any costs relating to the development;</i>	The Municipality is incurring costs on the on-going court proceedings. This will continue until the operation is in compliance with the Municipal and provincial regulations.
b)ii	<i>the adequacy of on-site sewerage and water services;</i>	There is an existing on-site septic field and well on the property.
b)iii	<i>the proximity of the proposed development to schools, recreation or other community facilities;</i>	This operation is not in close proximity of these facilities and therefore will not impact them.
b)iv	<i>the adequacy of road networks leading to or adjacent to or within the development; and</i>	A TIS was not required as the proposal is an existing operation and has been for several years and is not expanding. The road network, Clam Harbour Road, leading to the salvage yard operation is adequate to support this use.
b)v	<i>the potential for damage to or for destruction of designated historic buildings and sites.</i>	There are no designated historic building or site on the site.
c)	<i>that controls are placed on the proposed development so as to reduce conflict with any adjacent or nearby land uses by reason of:</i>	
c) i	<i>type of use;</i>	Currently the existing Salvage Yard is not in operation and is working on complying with the appropriate municipal and provincial regulations and procedures.
c) ii	<i>height, bulk and lot coverage of any proposed building;</i>	There are no additional buildings proposed.
c) iii	<i>traffic generation, access to and egress from the site, and parking;</i>	A more formalized driveway and parking for customers is required from NSTIR. Only one driveway is permitted from Clam Harbour Road.
c) iv	<i>open storage and;</i>	Areas in which the vehicles can be stored are delineated on the Site Plan and addressed in the Development Agreement.
c) v	<i>signs;</i>	The signage will require will comply with the LUB requirements
d)	<i>that the proposed development is suitable in terms of the steepness of grades, soil and geological conditions, locations of</i>	There is an intermittent stream on the property. This will require a set back buffer as shown on the Site Plan

	<i>watercourses, marshes or bogs and susceptibility to flooding; and</i>	
e)	<i>any other relevant matter of planning concern.</i>	No additional concerns.

**ATTACHMENT C:
Summary of Public Information Meeting**

**HALIFAX REGIONAL MUNICIPALITY
Public Information Meeting
Case 22198**

The following does not represent a verbatim record of the proceedings of this meeting.

**Wednesday, October 16, 2019
7:00 p.m.**

Ship Harbour Community Hall - 214 West Ship Harbour Road, Lake Charlotte, NS

STAFF IN

ATTENDANCE: Maria Jacobs, Planner, Planner III, HRM Planning
Alden Thurston, Planning Technician, HRM Planning
Tara Couvrette, Planning Controller, HRM Planning

ALSO IN

ATTENDANCE: Councillor, David Hendsbee, District
Mark Charles – Applicant, Heritage House Law
Ashley Hill, Heritage House Law
Charles Dalrymple, Land owner

PUBLIC IN

ATTENDANCE: Approximately: 39

1. Call to order, purpose of meeting – Maria Jacobs

Ms. Jacobs introduced herself as the Planner and Facilitator for the application. They also introduced; Councillor David Hendsbee, Tara Couvrette – Planning Controller, Alden Thurston - Planning Technician, Mark Charles – Applicant, and Charles Dalrymple – Land owner.

Case 22198 - Application by J.Charles on behalf of Charles Dalrymple to enter into a development agreement for a salvage facility at 4442 Clam Harbour Bay Road, Clam Harbour.

Ms. Jacobs explained; the purpose of the Public Information Meeting (PIM) is: a) to identify that HRM has received a proposal for the site; b) to provide information on the project; c) to explain the Planning Policies and the stages of the Planning Process; d) an opportunity for Staff to receive public feedback regarding the proposal. No decisions are made at this PIM.

1a) Presentation of Proposal – Maria Jacobs

Ms. Jacobs provided a brief introduction to the application and then made a presentation to the public outlining the purpose of the meeting, status of the application and the applicants request. Ms. Jacobs outlined the context of the subject lands and the relevant planning policies.

1b) Presentation by Mark Charles & Ashley Hill - Applicant

Mr. Charles and Ms. Hill explained the project, the benefits of having this in the community, the environmental interests, and why this application should receive support.

2. Questions and Comments

The following people spoke or provided letters in favor and support for the project; **Margit Wechsler, Kim Thompson – Ship Harbour, Pippa Crary & Bob Kloske (letter provided and read), Blair Lopes – Owls Head Harbour; J Baker – West Jeddore, Gunther Faber – Ship Harbour, Ted Webber – Lake Charlotte, Allan/Darlene Arnold and their 2 kids – Clam Bay Rd., John Siteman – Oyster Pond, and many more in the community by a show of hands.**

Councillor Hendsbee asked about the environmental assessment. They also advised support for this project can also be offered at the public hearing.

Mr. Dalrymple explained what he did to recycle/reuse the by-products from the engine repair business/junk yard. Ms. Jacobs offered to put the assessment online once they receive the ok from the company that provided it.

3. Closing Comments

Ms. Jacobs thanked everyone for coming and expressing their comments.

4. Adjournment

The meeting adjourned at approximately 7:40 p.m.