



PUBLIC COUNCIL SESSION

AGENDA PACKAGE

For the meeting of

Date: Wednesday, March 3, 2021

Time: 6:00 p.m.

Place: Zoom Meeting

AGENDA PACKAGE

PUBLIC COUNCIL

Date: March 3, 2021

Time: 6:00 p.m.

ZOOM MEETING

1. **CALL TO ORDER**
 - 1.1 Roll Call
2. **ADMINISTRATIVE AND PROCEDURAL ISSUES**
 - 2.1 Approval of Agenda
 - 2.2 Approval of Minutes
Approval of the February 17, 2021 Meeting
 - 2.3 Business Arising
 - i) February 17, 2021 Council Session
 - 2.4 Delegations/ Presentations/ Petitions
 - i) *In The Works ~ A SOCIAL ENTERPRISE NETWORK*
4 Representatives of this organization will provide the background and progress of this organization.
 - 2.5 Public Hearings
There are no Public Hearings for today's meeting
3. **STRATEGIC PRIORITIES ISSUES**
There are no Strategic Priority Issues for today's meeting.
4. **MAJOR ORGANIZATIONAL ITEMS**
 - 4.1 There are no Major Organizational Items for today's meeting.
5. **ORGANIZATIONAL POLICY/BYLAWS ITEMS**
 - 5.1 Second Reading on Development Agreement for PID 25074808, 324 Nappan Road
Council has provided 1st Reading and also held a public Hearing on this matter. If Council is in agreement, it would be appropriate to approve 2nd reading of this development agreement.

Action: Motion to approve 2nd reading of Development Agreement for PID 25074808, 324 Nappan Road

6. **BUSINESS ISSUES**

6.1 Unused Vacation Days

The Municipality's *Personnel Policy*, Section 63 states that employees may carryover a maximum of five unused vacation days to the next fiscal year. As of February 24, 2021, unused vacation days for the 2020/2021 fiscal year (exceeding the permitted five-day maximum carryover) total approximately \$66,0000.

Action: Discussion and direction to staff

6.2 Remittal Request(s)

Staff have included information in your Council package on 5 requests for remittals.

Action: Motion to approve remittals

6.3 Health Communities Initiative Funding

Staff have provided a memo with more information re: potential projects for the Healthy Communities Initiative funding.

Action: Discussion and direction to staff

6.4 Cumberland Senior Care Corporation (CSCC) Instrument and By-Laws

The CSCC, which owns and operates East Cumberland Lodge, intends to update its Instrument of Incorporation and By-Laws. The proposed new documents are included in the Council Package. The main change is to increase the number of Board members from 6 or 7 members to 6 to 8 members. A significant amount of wording in the By-Laws has been updated, including the Committee structure and the duties of the Administrator and Medical Director. As the CSCC was incorporated by the Municipality pursuant to the Municipal Housing Corporations Act, the approval of the Municipality is required before the changes can become effective.

Action: Discussion and motion to approve the amended Instrument of Incorporation and By-Laws of the Cumberland Seniors Care Corporation

7. **INFORMATION ITEMS**

There are no Information Items for tonight's meeting

8. **ADJOURNMENT**

In March of 2020, in response to the Covid 19 Pandemic, the Minister of Municipal Affairs and Housing declared that Municipal Councils will not meet in person but will instead hold virtual meetings. Under this order Council of the Municipality of the County of Cumberland held Council video meetings via Zoom. This meeting was also streamed live on Facebook.

1. CALL TO ORDER

1.1 Roll Call

Mayor Scott called the February 17, 2021 Council session of the Municipality of the County of Cumberland to Order at 6:00 p.m.

Brenda Moore, Municipal Clerk called the roll with the following members of Council present: Mayor Murray Scott, Councillor Fred Goud; Councillor Rod Gilroy, Councillor Jennifer Houghtaling, Deputy Mayor Kathy Redmond, Councillor Angela McCormick, Councillor Mark Joseph, Councillor Dale Porter, Councillor Carrie Goodwin.

Staff present Allie McCormick, Acting CAO; Steve Ferguson, Director of Community Development; Andrew MacDonald, Director of Finance; Justin Waugh-Cress, Director of Operations and Public Works; Mike Carter, Fire Protection Services Coordinator; Amanda MacLeod, Sustainable Communities Marketing Officer; Shelley Hoeg, Communications/Executive Assistant to the CAO; Will Balsler, Junior Planner; and Brenda Moore, Municipal Clerk who recorded the meeting.

Media present in the meeting:

Bill Martin, Six Rivers News; and Maurice Rees, Shoreline Journal

2. ADMINISTRATIVE AND PROCEDURAL ISSUES

2.1 Approval of Agenda

The agenda was approved with the following additions and deletions

Additions:

- 6.8 Licence to use Municipal Road Reserve
- 6.9 Property Divestiture
- 6.10 Four Seasons Campground in Wentworth
- 6.11 EHS Training for members of the Municipal Fire Departments

IT WAS MOVED by Councillor Gilroy seconded by Councillor Joseph to approve the agenda as amended.

**No Objections
MOTION CARRIED**

2.2 Approval of the Minutes

IT WAS MOVED by Councillor McCormick seconded by Councillor Goud to approve the minutes of the February 3, 2021 Council meeting.

**No Objections
MOTION CARRIED**

2.3 Business Arising

Council was brought up to date on the actions on the business arising from the February 3, 2021 meeting.

2.4 Delegations/ Presentations/ Petitions

i. Cumberland County Museum – Rebecca Taylor

Mayor Scott welcomed Ms. Taylor from the Cumberland County Museum. Ms. Taylor provided information from the Canadian Museums Association research on the economic and socio-economic value of galleries, libraries, archives, and museums. In addition, Ms. Taylor provided a review of 2020. Due to COVID there were basically no visitors to the museum, so they looked for opportunities to engage and support the community. The museum has developed a three-year plan and Ms. Taylor provided highlights of this plan. Museum-Municipal partnerships and opportunities to work together were also points of interest in the presentation. Mayor Scott thanked Ms. Taylor for the presentation.

ii. Cumberland Accessibility Committee

Maggie Pitts, Chair of the Accessibility Committee was on had to provide information regarding accessibility planning in the Municipality. Maggie

reviewed the terms of reference, the composition of the committee and role of the committee. The Committee's accomplishment to date were also reviewed for Council. Mayor Scott thanked Maggie for her presentation.

2.5 i) Public Hearings

A Public Hearing for a proposed amendment to the Land Use Bylaw to rezone PID 25365511, 746 Miller Road, Pugwash from, Agriculture to Country Residential was scheduled for this meeting.

The Mayor called the Public Hearing to order at 6:47 p.m. Junior Planner Will Balser reviewed the proposed amendment with Council.

The Mayor then asked if there were any written submissions or residents who wished to speak. There were no submissions from the public or the property owner on this matter. Councillors had no questions on this matter

The Public Hearing was closed at 6:51 p.m.

IT WAS MOVED by Councillor Houghtaling seconded by Deputy Mayor Redmond that second reading of the Amendment to the Land Use Bylaw to rezone PID 25365511, 746 Miller Road, Pugwash from Agriculture to Country Residential be scheduled for the March 3rd Council session.

**No Objections
MOTION CARRIED**

3. STRATEGIC PRIORITIES ISSUES

Public Consultation on Glooscap Campground

A memo from Amanda-Leigh MacLeod containing a summary of the responses to the public consultation undertaken to assist Council in their decision regarding owning and operating the Glooscap Campground was included in the meeting material. Amanda reviewed these responses with Council. Council requested that the comments be posted on the Municipality's Facebook page and the Municipal web site.

4. MAJOR ORGANIZATIONAL ISSUES

4.1 Salary Review – Request for RFP

A memo from Allie McCormick providing background on the subject of a salary review was included in the meeting material.

IT WAS MOVED by Councillor Porter seconded by Councillor Goodwin to direct staff to draft an RFP to hire a professional consulting firm to conduct a salary review as per the Personnel Policy.

**No Objections
MOTION CARRIED**

5. ORGANIZATIONAL POLICY/BY-LAW ISSUES

5.1 Occupational Health and Safety Policy

IT WAS MOVED by Councillor Gilroy seconded by Councillor Gould to approve adoption of the Occupational Health and Safety Policy.

Municipality of Cumberland Policy 21-xx
Health and Safety Policy

This policy will apply to the Municipality of the County of Cumberland (Municipality) and all of its employees, officers, and agents. The term Management refers to the CAO, Directors, Managers and Supervisors.

1. The Municipality is committed to providing a healthy and safe work environment for its employees and preventing occupational illness and injury. To express that commitment, the Municipality has issued this policy on occupational health and safety.
2. As the employer, the Municipality is responsible for the health and safety of its employees, elected officials and the general public while on Municipal property. The Municipality will make every reasonable effort to provide a healthy and safe work environment. The Municipality is dedicated to the objective of minimizing the

- possibility of injury and illness.
3. Municipal Council and all employees of the Municipality are responsible for creating and maintaining a safe working environment.
 4. Municipal Council will take all reasonable precautions to prevent harm to workers, elected officials and the general public.
 5. Management will be trained and are responsible for ensuring that the employees under their supervision follow this policy. Management are held accountable for ensuring that employees use safe work practices and receive training to protect their health and safety.
 6. Management have a general responsibility for ensuring the safety of equipment and facilities.
 7. The Municipality, through all levels of management, will co-operate with the occupational health and safety committee and employees to create a healthy and safe work environment.
 8. The employees of the Municipality will be required to support this organizations health and safety initiative and to co-operate with the occupational health and safety committee and with other exercising authority under applicable legislation and policy.
 9. It is the duty of each employee to report to their supervisor, as soon as possible, any hazardous condition, injury, incident or illness related to the workplace. Employees must protect their health and safety by complying with applicable Acts and Regulations and by following policies, procedures, rules and instructions as prescribed by the Municipality.
 10. The Municipality will, where possible, eliminate hazards.
 11. When appropriate, employees will be required to use safety equipment, clothing, devices and materials for personal protection.
 12. The Municipality will support and encourage employees to play an active role in identifying hazards and in offering suggestions or ideas to improve the health and safety program.
 13. The Municipality acknowledges that violence in the workplace is an occupational health and safety hazard that can cause physical and emotional harm. Any acts of violence or threats of violence in the workplace will not be tolerated by the Municipality.
 14. The Municipality is committed to working to prevent workplace violence and to responding appropriately if workplace violence does occur. Every effort will be made to identify possible sources of violence and implement procedures to eliminate or minimize the risk they create.
 15. All previous Health and Safety Policies of the Municipality of the County of Cumberland, the former Town of Springhill, and the former Town of Parrsboro are hereby repealed.

**No Objections
MOTION CARRIED**

- 5.2 First Reading – Development Agreement for PID 25223686, 14 Chambers Boulevard, Parrsboro (attached as Appendix A to these minutes)

Councillor Goodwin declared a conflict of interest at 6:59 and was disconnected from the meeting by the Executive Assistant

IT WAS MOVED by Councillor Gilroy seconded by Councillor McCormick give notice of intention to consider entering into a development agreement for property 14 Chambers Boulevard, Parrsboro, NS, PID 25223686 and call a public hearing for April 7, followed by second reading. Draft Development Agreement attached as Appendix A of these minutes.

**No Objections
MOTION CARRIED**

Councillor Goodwin was reconnected to the meeting by the Executive Assistant at 7:05.

- 5.3 Commercial Development Districts
A Memo from the Director of Community Development requesting Council's approval for staff to develop an amendment to the Municipal Planning Strategy and a new Commercial Development District By-Law is included in the package.

IT WAS MOVED by Councillor Gilroy seconded by Councillor Porter to direct staff to begin the process to allow the creation of Commercial Development Districts pursuant to section 71C of the Municipal Government Act by commencing the process to adopt the necessary amendment to the Municipal Planning Strategy and developing a Commercial Development District By-Law.

**No Objections
MOTION CARRIED**

6. BUSINESS ISSUES

6.1 Grant Requests

IT WAS MOVED by Councillor Joseph seconded by Councillor McCormick to approve a grant in the amount of \$1,000 for the St Andrews Wesley United Church in Springhill.

**No Objections
MOTION CARRIED**

6.2 Request for Proposal – RFP-MCC-2010-Tree Sculptures

IT WAS MOVED by Councillor Goodwin seconded by Deputy Warden Redmond to award RFP MCC 2010- Tree Sculptures, in the amount of \$4,955 plus HST, to Lynette Richards.

**No Objections
MOTION CARRIED**

6.3 SOAR Letter

The Mayor and the Director of Engineering and Public Works spoke to this issue.

IT WAS MOVED by Councillor Gould seconded by Deputy Mayor Redmond that Council give the Mayor authorization to enter discussions with the Town of Amherst and the Province regarding the renewed interest in providing safe pedestrian access from the Town boundary to the hospital in Upper Nappan.

**No Objections
MOTION CARRIED**

6.4 2021 Provincial Volunteer Awards Nominations

A memo from Shelley Hoeg and Michelle Herrett included in the meeting material is asking Councillors to forward completed nomination forms to staff.

6.5 Territorial Acknowledgement

Council held discussion during previous Council sessions regarding a Territorial Acknowledgement at the beginning of our Council sessions.

IT WAS MOVED BY Councillor Houghtaling seconded by Councillor Goodwin that Council issue a Territorial Acknowledgment at the beginning of each Public Council meeting.

The wording for this acknowledgement to be: The Municipality of the County of Cumberland acknowledges that we are in Mi'kma'ki, the ancestral and unceded territory of the Mi'kmaq people.

**No Objections
MOTION CARRIED**

6.6 Agenda and Meeting Management Software

A memo from Shelley Hoeg, Communications Officer and Executive Assistant to the CAO and Council was included in the meeting material. Shelley reviewed this information and a requested Councils approval for staff to issue an RFP for purchasing Agenda and Meeting Management Software.

IT WAS MOVED by Councillor Houghtaling seconded by Councillor Joseph to direct staff to issue an RFP for the purchase of Agenda and Meeting Management Software and the cost of this software to be included in the 2021/2022 Fiscal year budget deliberations.

**No Objections
MOTION CARRIED**

6.7 Fire Service Advisory Committee

The Fire Protection Services Coordinator provided information regarding the formation of a Fire Service Advisory Committee which was included in the meeting material. This information included the proposed mandate and composition of this committee.

It was suggested by Councillor Gould that there should be 3 Fire Chiefs on this Committee.

IT WAS MOVED BY Councillor Gilroy seconded by Councillor Joseph to approve the establishment of a Fire Service Advisory Committee. This Committee to be made up of 2 Councillors 2 staff 3 Fire Chiefs or 2 Fire Chiefs and one Deputy Fire Chief.

**No Objections
MOTION CARRIED**

6.8 Licence to use Municipal Road Reserve

IT WAS MOVED by Deputy Mayor Redmond seconded by Councillor Joseph that staff have a licence agreement drawn up to allow Maritime Pressure Works Limited (MPW) use of a Municipal road reserve adjacent to their property at 11 Miners Memorial Drive, Springhill and authorize the Acting CAO to execute this license.

**No Objections
MOTION CARRIED**

6.9 Property Owned by the Municipality

IT WAS MOVED by Councillor Gilroy seconded by Councillor Houghtaling to direct staff to prepare a complete list of Municipally owned properties and begin the process of divesting the Municipality of these properties as per the Divestiture of Surplus Properties Policy.

**No Objections
MOTION CARRIED**

6.10 Wentworth Four Seasons Campground

Deputy Mayor Redmond brought information to Council regarding the development of this Four Seasons Campground.

IT WAS MOVED BY Deputy Mayor Redmond seconded by Councillor Gould that the Municipality send correspondence to the Minister of Lands and Forestry in support of development and tourism in Wentworth Valley.

**No Objections
MOTION CARRIED**

6.11 EHS Training / Fire Departments

Deputy Mayor Redmond and Fire Protection Services Coordinator Mike Carter provided background information on this item.

Deputy Mayor Redmond and Fire Protection Services Coordinator Mike Carter will collaborate on a letter to the Department of Health expressing Councils concerns around mask fit training requirement for first responders which currently restricts some Firefighters from responding to medical emergency calls.

7. INFORMATION ITEMS

There are no Information Items for tonight's agenda.

8. ADJOURNMENT8.1 Adjournment

On motion by Councillor Porter the meeting was adjourned at 8:08 p.m.

Mayor Murray Scott

Municipal Clerk Brenda Moore

APPENDIX A

DEVELOPMENT AGREEMENT 14 Chambers Boulevard, Parrsboro, NS

This Agreement made this ____ Day of _____, 2021.

Between 3277041 Nova Scotia Limited. Owner of property located at 14 Chambers Boulevard (PID 25223686). Hereinafter Called the Property Owner Of the First part-and-The Municipality of the County of Cumberland, a body corporate (hereinafter called the Municipality" Of the Second part.

WHEREAS the Property Owner wishes to use the portion of the property at 14 Chambers Boulevard (PID 25223686) which is currently zoned Multi-Unit Residential ("the Property"), further described in Schedules A, B and C, for multiple-unit townhouse dwellings; and

WHEREAS the Property is situated within an area designated 'Residential' on the Future Land Use Map of the Municipal Planning Strategy (September 2020), and zoned 'Multi-Unit Residential (RMul)' on the Zoning Map of the Land Use By-law (September 2020); and

WHEREAS Policies 5-8, and 6-11 of the Municipal Planning Strategy (September 2020) and Section 8.2.4 (a) of the Land Use By-law (September 2020) allow Municipal Council to consider the proposed development on the Property only by Development Agreement; and

WHEREAS the Council of the Municipality of the County of Cumberland at a meeting on the ____ Day of _____, 2021 approved a Development Agreement on the Property, to allow the proposed development, subject to the execution of the Development Agreement by the parties hereto; and

WHEREAS the Property Owner is the owner of the Property:
NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the foregoing recitals and for other good and valuable consideration the parties hereto agree as follows:

SCHEDULES

The following attached Schedules shall form part of this Agreement:

- a) Schedule 'A'- Description of Lands
- b) Schedule 'B'- Property Survey Map
- c) Schedule 'C' - Site Plan
- d) Schedule 'D' - Building Elevation Drawings

PERMITTED USES

That the development on the Property shall be limited to:

- a) A maximum of twelve (12) townhouse dwellings with four (4) dwelling units each subject to Schedules C and D attached; and
- b) The existing sports field as shown on Schedule C attached which the Owner shall allow the Municipality to continue to operate; and
- c) Those uses permitted in the underlying zoning by the Land Use By-law, as amended from time to time.
- d) Except as otherwise provided in this Agreement, the provisions of the Land Use By-law, as amended from time to time, apply to any development on the Property.

BUILDING CHARACTERISTICS

- a) The height and massing of the building shall be in reasonable accordance with the elevation drawings as shown in Schedule D.
- b) The exterior design of the building shall be in reasonable accordance with the renderings as shown in Schedule D.

LANDSCAPING

- a) The Property Owner shall submit a detailed landscaping plan to the satisfaction of the Development Officer, prior to the issuance of a Development Permit. The landscaping shall be in reasonable accordance with the submitted landscaping plan. This includes, but is not limited to all trees, shrubs, grassed areas, buffers and non disturbance zones. The planting of native species is strongly encouraged.
- b) Areas not used for structures, solid waste handling, automobile parking and circulation, pedestrian walkways, or other infrastructure shall be landscaped.

- c) Notwithstanding b) above, that area occupied by the current sports field as shown on Schedule C may continue use as a sports field.
- d) Such landscaping shall consist, at a minimum, of sod but may also include decorative grasses, trees, shrubs, flowers, mulch, fountains, ponds, and/or decorative pavers.
- e) A vegetative buffer 1.5m high shall be placed between Main Street and any dwellings.
- f) The setbacks to adjacent properties shall be no less than:
 - i. 8m to Main Street
 - ii. 6m on the south side
 - iii. 6m on the north side; and
 - iv. 6m to the rear of the portion of the property zoned Multi-Unit Residential.
- g) The setbacks between individual dwellings shall be no less than 12m.
- h) Notwithstanding f) and g), a variance of up to 20% may be considered at the discretion of the Development Officer prior to issuance of a Development Permit.
- i) The Property Owner will be considered in default if any of the required landscaping or buffering is not completed within twelve (12) months of the issuance of an Occupancy Permit.

LIGHTING

- a) The lighting on the property shall be sufficient to promote the safety and security of all users, including but not limited to users of pedestrian walkways and parking.
- b) Any exterior lighting shall be positioned to minimize the illumination of surrounding areas and located so nearby properties and streets are not illuminated to the extent that a hazard or nuisance will result.

PARKING AND ACCESS

- a) The Owner shall be responsible for the design and construction of all lanesways, walkways and parking areas.
- b) The Property Owner shall construct a common private vehicular laneway and pedestrian walkways from Main Street to serve each dwelling.
- c) The Property Owner shall construct driveways that provide vehicular and pedestrian access from the common laneway referred to in a) to each dwelling.
- d) The Property Owner shall maintain and provide snow removal for such laneway and pedestrian walkways.
- e) The Property Owner agrees that the Municipality will not take ownership of, nor maintain in any way, any laneway or walkway.
- f) The Property Owner shall construct a temporary turnaround area sufficient to carry the weight of heavy equipment at the end of the private laneway, to the satisfaction of the Municipal Engineer.
- g) The Property Owner shall provide paved parking areas for each dwelling unit meeting the parking requirements of the Land Use Bylaw.

SIGNAGE

Signage shall not exceed that which is permitted by the Land Use Bylaw.

MAINTENANCE

- a) The Property Owner shall ensure that all buildings on the Property are kept in good repair, and that exposed exterior surfaces are painted or treated as may be necessary, so that the buildings are maintained in a tidy and attractive state.
- b) The Property Owner shall ensure that all retaining walls, lawns, trees, shrubs, gardens, and other landscaping elements are regularly maintained and that any undeveloped, unused portions of the lot are kept in a tidy state and free from unkempt materials or matter of any kind.

SANITARY SEWER AND WATER SERVICES

- a) The Property Owner shall be responsible for the design and construction of all, sanitary sewerage systems, and water distribution systems.
- b) The Property Owner shall provide construction drawings, to the satisfaction of the Municipal Engineer for all sanitary sewerage systems, and water distribution systems prior to construction.
- c) The Property Owner shall provide as-built construction drawings, to the satisfaction of the Municipal Engineer for all sanitary sewerage systems, and water distribution systems following construction.
- d) The Property Owner shall provide easements to the Municipality for access to sanitary sewerage systems, and water distribution systems to the satisfaction of the Municipal Engineer.
- e) The Property Owner agrees that the Municipality will not take ownership of any sanitary sewerage systems, or water distribution system.

STORMWATER MANAGEMENT

- a) The Property Owner shall submit a detailed stormwater management plan to the satisfaction of the Municipal Engineer, prior to the issuance of a Development Permit.
- b) The Property Owner shall ensure that all post-development peak stormwater runoff flows for all development on the Property are equal to or less than pre-development stormwater peak runoff flows for small and large storms, to the satisfaction of the Municipal Engineer.
- c) The Property Owner shall ensure that no stormwater enters Municipal sanitary sewerage systems or is diverted to adjacent properties.

CHANGES AND ALTERATIONS

- a) That the following matters are non-substantive matters which may be changed or altered without a public hearing, but with the written consent of the Development Officer.
 - i. Architectural features of buildings, including dimensions and the location of windows and entrances.
 - ii. Location of site features including but not limited to buildings, landscaping, hard surfaces, parking facilities, turning areas and buffers.
- b) All other matters in this agreement not specified in Subsection 11 a) above or c) below are non-substantive matters which may be changed or altered without a public hearing, but with the written consent of Council, provided that Council determines that the changes do not significantly alter the intended effect of this agreement.
- c) That the following matters are substantive matters and may not be changed or altered except by amendment to this agreement in the form of a further development agreement incorporating the intended change:
 - i. Permitted Uses other than those outlined in Section 2 or as permitted in the underlying zoning by the Land Use By-law; and
 - ii. A variance of greater than 20% to the setbacks and buffers as outlined in 4 e), f) and g) of this Agreement.
- d) Notwithstanding the foregoing, discharge of this Agreement is not a substantive matter and this Agreement may be discharged by Council at the request of the Property Owner without a public hearing.

APPLICABILITY OF THE AGREEMENT

The Property Owner agrees that the Property shall be developed and used only in accordance with and subject to the terms and conditions of this Agreement.

APPLICABILITY OF THE LAND USE BYLAW AND THE SUBDIVISION BYLAW

Except as otherwise provided in this Agreement, the provisions of the Land Use By-Law and the Subdivision Bylaw as amended from time to time, apply to any development, use or subdivision on the Property.

COMPLIANCE WITH OTHER BY-LAWS AND REGULATIONS

- a) Nothing in this agreement shall exempt or be taken to exempt the Property Owner from general compliance with federal, provincial, and/or municipal statutes, regulations and/or bylaws. This includes complying with other By-laws or Regulations in force with the Municipality, including the Building Code By-law and Subdivision By-law, or from obtaining any Federal, Provincial or Municipal license, permission, permit, authority, or approval required.
- b) The Property Owner 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 systems 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 Property Owner, unless otherwise agreed upon. All design drawings and information shall be certified by a Professional Engineer or appropriate profession as required by this Agreement or other approval agencies.

CONFLICT

- a) Where the provision of this Agreement conflict with those of any bylaw of the Municipality applicable to the Property (other than the Land Use Bylaw to the extent varied by this Agreement) or any provincial or federal statute or regulation, the higher or more stringent requirements shall prevail.
- b) In case of conflict, the text of the Agreement prevails over the Schedules.

COSTS

The Property Owner is responsible for all costs associated with recording this Agreement in the Land Registration Office. These costs are included in the Development Agreement Application Fee that is collected by the Municipal Fees Policy.

FULL AGREEMENT

This Agreement constitutes the entire agreement and contract entered into by the Municipality and the Property Owner. No other agreement or representation, oral or written, shall be binding.

SEVERABILITY OF PROVISIONS

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.

INTERPRETATION

- a) Where the context requires, the singular shall include the plural, and the masculine gender shall include the feminine and neutral genders.
- b) In case of conflict, the text of the Agreement prevails over the Schedules.

BREACH OF TERMS OR CONDITIONS

Upon the breach by the Property Owner of the terms or conditions of this Agreement, the Municipality may undertake any remedies permitted by the *Municipal Government Act*, including but not limited to any remedies permitted by section 264 of the *Municipal Government Act*.

TERMINATION OF AGREEMENT

- a) This Agreement shall be in effect until discharged by resolution of the Council of the Municipality pursuant to the Municipal Government Act, whereupon the Land Use By-law shall apply to the Property; and
- b) The Property Owner shall sign this Agreement within 180 calendar days from the date the appeal period lapses, or all appeals have been abandoned or disposed of or the Agreement has been affirmed by the Nova Scotia Utility and Review Board or the unexecuted Agreement shall be null and void; and
- c) The Municipality may discharge this Development Agreement if the use described herein has not been commenced within twelve (12) months of the date of this Agreement; and
- d) The Municipality may discharge this Development Agreement if construction of the development or the use described herein is discontinued for twelve (12) months or longer; and
- e) In this Agreement, the development is deemed to have been commenced or started when a development permit for any part of the development has been issued; and
- f) The Municipality retains the option of discharging this Development Agreement should any fact provided by the Property Owner to the Municipality constitute a material misrepresentation of the facts; and
- g) This Agreement shall enure to the benefit of, and be binding upon the Municipality and its successors and assigns and shall enure to the benefit of and be binding upon the Property Owner, their heirs, executors, administrators, and assigns, the owner or owners from time to time of the Property, until discharged.

OWNERSHIP

We, the Property Owner, hereby certify that we are the sole owner of PID 25223686, as described in Schedule A, having received the deed from Nova Scotia Business Development Corporation, dated October 15, 2001. We have not disposed of any interest in the property and there are no judgments or other liens or encumbrances affecting the property.

Witness

XXXXX

3277041 Nova Scotia Limited

Schedule A
Description of Lands

Registration County: CUMBERLAND COUNTY

Street/Place Name: Chambers Boulevard /Parrsboro

Title of Plan: Plan of Consolidation and Subdivision Lands of The Parrsboro & Area Industrial Development Commission.

Designation of Parcel on Plan: 91-2

Plan Number: 1619

Registration Date of Plan: April 26, 1991

Saving and excepting Lot 97-1, surveyed by David T. Roberts, in Plan Reference #2618 dated May 5, 1997 containing 2.305 acres, conveyed to Parrsboro Metal Fabricators Limited by deed dated June 18,

1997 and registered in the Registry of Deeds for Cumberland County on June 27, 1997 in Book 666 Page 334-338.

Also Saving and Excepting Lot No. 97-2, surveyed by David T. Roberts, in Plan Reference # 2641 dated June 9, 1997 containing 1.0 acres, conveyed to Rafes Construction Limited by deed dated July 31, 1997 and registered in the Registry of Deeds for Cumberland County on September 10, 1997 in Book 670 Page 360-363.

Burden One: Subject to restrictive covenants described in Book 753 at Page 264.

Burden Two: Subject to a utility (sewerage) easement described in a deed registered in the Registry of Deeds for Cumberland County on July 3, 1947 in Book 42 at Page 139.

Burden Three: Subject to an easement! right of way as described in a deed registered in the Registry of Deeds for Cumberland County on July 3, 1947 in Book 42 at Page 139.

MGA Compliance Statement: This parcel complies with the subdivision provisions of Part IX of the *Municipal Government Act*.

*** *Municipal Government Act*, Part IX Compliance ***

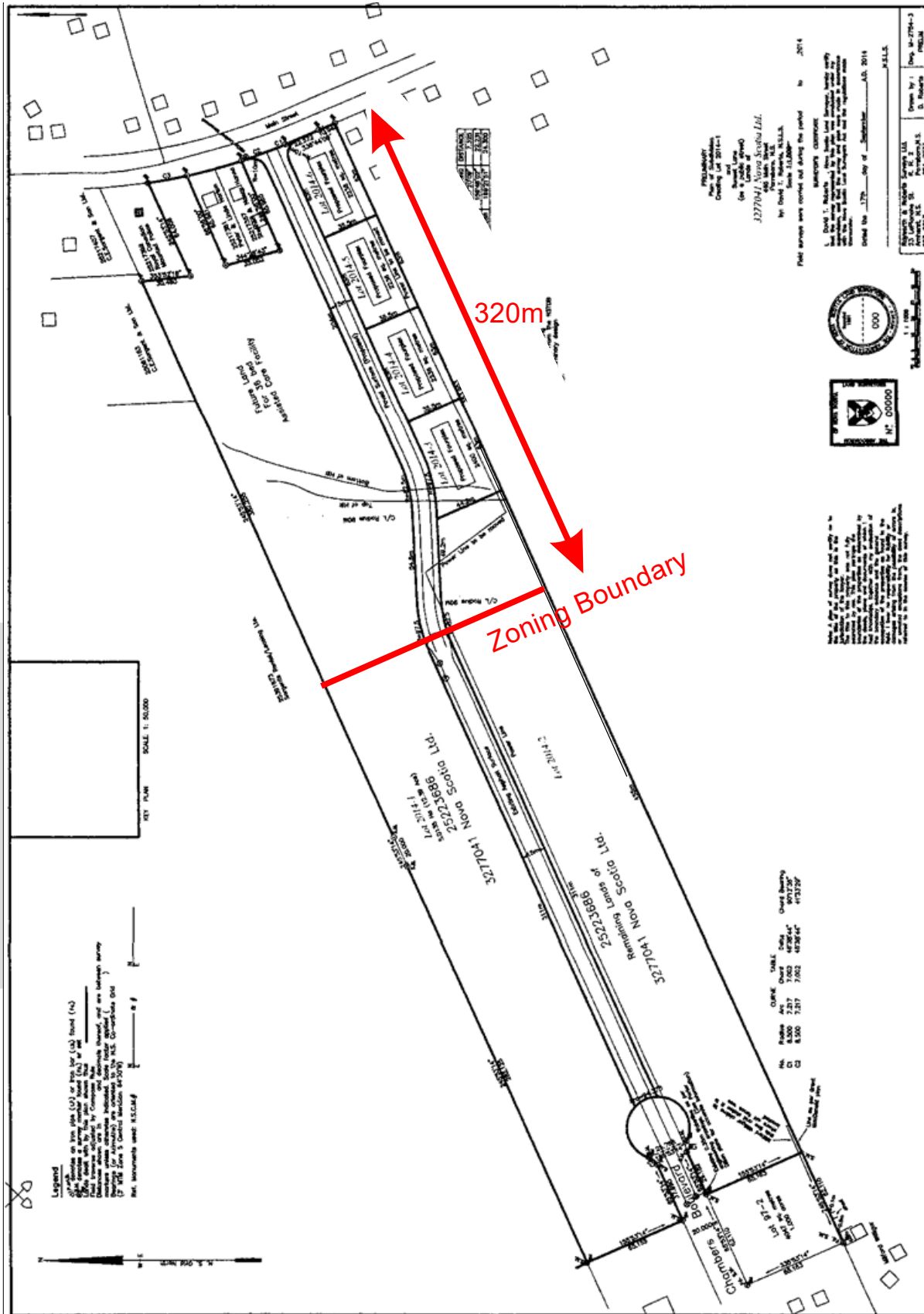
Compliance:

The parcel is created by a subdivision that has been filed under the Registry Act or registered under the Land Registration Act.

DRAFT

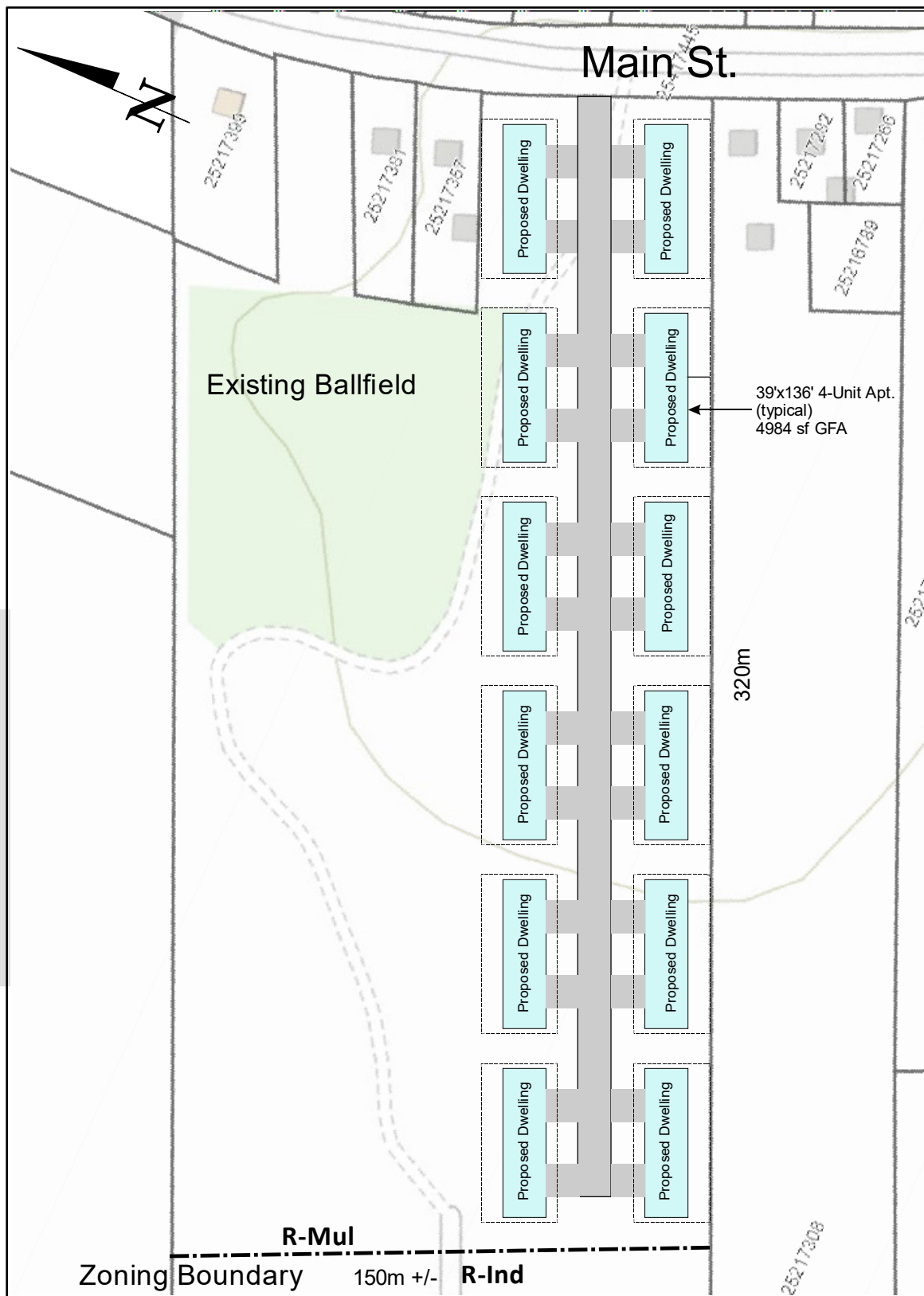
Schedule B

Property Survey Map



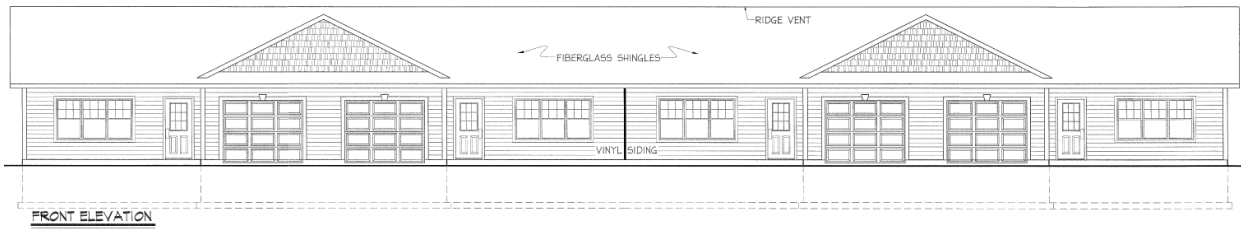
Schedule C

Site Plan



Schedule D

Building Elevation



DRAFT

MUNICIPALITY OF THE COUNTY OF CUMBERLAND

ACTION LIST

Public Council Meeting
February 17, 2021

2.3

<u>Action List from The Wednesday, February 17, 2021</u> <u>Public Council Meeting</u>	<u>Responsibility</u>	<u>Completion</u>
1. Complete and distribute Action List.	Shelley	Completed
2. Complete Minutes.	Brenda	Completed
3. Letter of appreciation to the presenters for the evening: Rebecca Taylor, Cumb. Co. Museum Maggie Pitts, Mun. of Cumberland	Shelley	Completed
4. Hold 2 nd reading of amendment to the Land use Bylaw to rezone PID 25365511, 746 Miller Road, Pugwash at our March 17 th , Council session	Will	Will be on the March 17 th agenda
5. Publish all the comments, except those about personnel, that were received on the issue of a private lease for operation of the Glooscap Campground.	Amanda	Completed
6. Follow up on the approval of an RFP to conduct a salary review.	Allie Kellie	Ongoing
7. Follow up on the approval of the OH&S Policy.	Allie Brenda JOHSC	Completed
8. Schedule a public hearing on Development Agreement for PID 25223686, 14 Chambers Boulevard, Parrsboro for our April 7 th , 2021 Council session.	Will Shelley	Ongoing
9. Develop a plan to amend the MPS to allow for Commercial Development Districts.	Nelson	
10. Develop a plan to create a Bylaw regarding Commercial Development Districts.	Steve Nelson Andrew MacD.	
11. Follow up on the approval of a grant for sanding and salting of the St. Andrew's Wesley United Church parking lot, in the amount of \$1,000.	Melanie Shelby	Completed

12. Follow up on the approval of Tree Sculpture Proposal submitted by Lynette Richards, in response to RFP-MCC-2010, at a cost of \$4,955.00.	Michelle Byers	
13. Mayor Scott to follow up with the Mayor of Amherst, the Province, and our MLA regarding a sidewalk to the hospital and then report back to Council.	Mayor Scott	
14. Follow up with Councils nominations regarding nomination of Volunteer's for Provincial Recognition.	Michelle H Shelley	Completed
15. Initiate Territorial Acknowledgement at our Public Council Sessions.	Allie Brenda Shelley	Completed
16. Follow up on the issuance of an RFP for Agenda and Meeting Management Software.	Shelley Kellie	Ongoing
17. Establish a Fire Service Advisory Committee containing 2 staff, 2 Councillors and 3 Chiefs and or 2 Chiefs and 1 Deputy.	Mike Carter	
18. Have a license prepared and executed for use of a roadway reserve by a business in Springhill,	Steve Allie	Agreement is prepared/execution in progress
19. Request the Divestiture of Property Committee to prepare a comprehensive inventory of municipally owned properties and options for those properties and report back to Council.	Allie	Completed
20. Prepare a letter to be forwarded to the Minister of Natural Resources in support of the proposal for the 4 Season Campground to redevelop, expand and operate a Campground at the Wentworth Provincial Park.	Shelley	
21. Forward correspondence to the Provincial Minister responsible for Health and EHS requesting the situation regarding long wait times for ambulances, and the policy that doesn't allow First Responders to attend scenes without a training course on masks, to be revisited.	Mayor Mike C	



MUNICIPALITY OF THE COUNTY OF CUMBERLAND

ONGOING ACTION LIST
(Public Council Meetings)

<u>Ongoing Action Lists From Previous Public Council Meetings</u>	<u>Responsibility</u>	<u>Completion</u>
1. Provide Council further information on the February 17 th , 2021 Council Session staff recommendations regarding the Low Income Exemption thresholds and amounts	Jen Moore	On March 10 th , Council agenda
2. Follow up on the approval of metered wastewater billing for residents of Parrsboro	Justin Finance	
3. Hold Second Reading of the Development Agreement for PID 25074808 at the March 3, 2021 Council session.	Will	On March 3 rd , Council agenda
4. Process grant in the amount of \$3450 for the Southampton Community Centre.	Melanie Shelby	Awaiting Certificate of Incorporation
5. Follow up on a presentation to Council regarding the indigenous history of Cumberland County.	Shelley	Contact was made, awaiting a reply

MEMORANDUM

TO: Mayor and Council
FROM: Will Balsler, Junior Planner, Development Officer
DATE: March 3, 2021
RE: **Second Reading on Development Agreement for PID 25074808, 324 Nappan Road, Upper Nappan**

5.1

Background: On August 12, 2020, Planning and Development staff received an application from Tim Rose (the "applicant"), owner of Rose's Mobile 1 Enterprises LTD. (RM1 Enterprises) regarding the property at 324 Nappan Road, Upper Nappan - PID 25074808 (the "subject property").

The subject property is owned by Rose's Mobile 1 Enterprises LTD. and is located on the corner of the Nappan Road and Stillman Road. The application is for a development agreement to permit the development of a Transportation Services Operation (with limited heavy traffic). From the Land Use Bylaw:

TRANSPORTATION SERVICES means a building, structure, land, or part thereof used for the purpose of transporting any kind of item or thing by truck or other vehicle, including, but not limited to, loading facilities, storage, and maintenance facilities, but does not include the transport of people.

Regulatory and Land Use Context:

Current Zone: Agriculture

The subject property is designated as Resource on Schedule A of the Municipal Planning Strategy (MPS). The current Agriculture zoning of the property does not allow Transportation Services.

A majority of the neighboring properties are forested or cleared fields. There are dwellings located around the property, one directly across Nappan Road, another at the end of Stillman Road, one on the eastern side of Stillman Road, along with a cluster of dwellings some 350m East along the Nappan Road. There is a large agricultural operation to the Southwest, at the corner of Nappan Road and Lower Porter Road, shown as a blue circle on the attached map.

MPS Policy 6-16: Council may enter into a development agreement for a specific proposal in lieu of amending the map of the Land Use By-law to accommodate that proposal. Council shall not approve the development agreement unless Council is satisfied that:

- (a) a zone exists that could accommodate the proposal and the placement of that zone on the proposed site would meet the requirements for amending the map of the Land Use By-law set out in Policy 6-10; and*
- (b) the proposal is consistent with the general criteria set out in Policy 6-19.*

In regards to section (a) of MPS Policy 6-16 above, the Rural Industrial zone permits the development of Transportation Services and is within the Resource Designation. Staff are recommending a Development Agreement as opposed to a Rezoning as the Rural Industrial zone allows other far more intensive uses that are not compatible with the surrounding area.

Satellite Imagery for context:  represents dwellings



After the public hearing held on January 13, 2021, a neighbouring property owner reached out with concerns, including lighting, noise, view, and hours of operation. The development agreement has been written to address these concerns without placing an undue burden on the applicant.

Next Steps: If the Development Agreement passes second reading, staff will prepare advertisements giving notice of the intention to enter into the agreement. Following the appeal period, the applicant and municipality will sign the agreement and it will be registered to the applicant's property.

Recommendation: Give second reading to and approve the proposed development agreement.

Alternative: Council can decide to reject the proposed amendment, or request that further information be provided

DEVELOPMENT AGREEMENT
324 Nappan Road, Upper Nappan, NS

5.1

This Agreement made this _____ Day of _____, 2021.

Between ROSE'S MOBILE 1 ENTERPRISES LTD. Owner of property located at 324 Nappan Road, (PID 25074808). Hereinafter Called the Property Owner

Of the First part

-and-

The Municipality of the County of Cumberland, a body corporate. Hereinafter called the "Municipality"

Of the Second part.

WHEREAS the Property Owner wishes to use the property at 324 Nappan Road (PID 25074808) "the Property", further described in Schedules A, B and C, for Transportation Services Operation; and

WHEREAS the Property is situated within an area designated 'Resource' on the Future Land Use Map of the Municipal Planning Strategy (September 2020), and zoned 'Agricultural (Ag)' on the Zoning Map of the Land Use By-law (September 2020); and

WHEREAS Policies 5-31, 6-11 and 6-16 of the Municipal Planning Strategy (September 2020) and Section 11.3.2 (w) of the Land Use By-law (September 2020) allow Municipal Council to consider the proposed development on the Property by Development Agreement; and

WHEREAS the Council of the Municipality of the County of Cumberland at a meeting on the _____ Day of _____, 2021 approved a Development Agreement on the Property, to allow the proposed development, subject to the execution of the Development Agreement by the parties hereto; and

WHEREAS the Property Owner is the owner of the Property:

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the foregoing recitals and for other good and valuable consideration the parties hereto agree as follows:

1. SCHEDULES

The following attached Schedules shall form part of this Agreement:

- a) Schedule 'A' - Description of Lands
- b) Schedule 'B' - Property Survey Map
- c) Schedule 'C' - Site Plan

2. PERMITTED USES

That the development on the Property shall be limited to:

- a) A Transportation Services Operation; and
- b) Those uses permitted in the underlying zoning by the Land Use By-law, as amended from time to time.
- c) Except as otherwise provided in this Agreement, the provisions of the Land Use By-law, as amended from time to time, apply to any development on the Property.

3. SITE CHARACTERISTICS

- a) The location of all buildings, parking and storage areas shall be in reasonable accordance with the site plan as shown in Schedule C.

4. LANDSCAPING

- a) The Property Owner shall submit a detailed landscaping plan to the satisfaction of the Development Officer, prior to the issuance of a Development Permit. The final landscaping shall be in reasonable accordance with the submitted landscaping plan. This includes, but is not limited to all fences, trees, shrubs, grassed areas, and buffers. The planting of native species is strongly encouraged.
- b) Areas not used for structures, solid waste handling, parking and circulation, or other infrastructure shall be kept clear.
- c) A privacy fence or vegetative buffer 1.4m high shall be placed starting at the Northeast corner of the property extending Southeast for 65m, and along the Nappan Road for 3m.

- d) Notwithstanding c) above a section up to 12m in width may be kept clear of fencing or vegetation for access to the Nappan Road
- e) Notwithstanding c) and d), a variance of up to 25% may be considered at the discretion of the Development Officer prior to issuance of a Development Permit if necessary for safe stopping site distances.
- f) The Property Owner will be considered in default if any of the required landscaping or buffering is not completed within twelve (12) months of the issuance of an Occupancy Permit.

5. LIGHTING

- a) The lighting on the property may be sufficient to promote the safety and security of the property.
- b) Any exterior lighting shall be positioned to minimize the illumination of surrounding areas and located so nearby properties and streets are not illuminated to the extent that a hazard or nuisance will result.

6. SIGNAGE

Signage shall not exceed that which is permitted by the Land Use Bylaw.

7. Hours of operation

- a) The Property Owner shall only conduct outdoor activities on the site between the hours of 6:00 am to 8:00 pm.
- b) Notwithstanding a) above it is understood that unforeseen circumstances may require occasional operation outside these hours. Such operations shall be kept to a minimum and all efforts taken to minimize disturbance to nearby properties.
- c) The operation of refrigeration units may extend outside of the hours of operation.

8. MAINTENANCE

- a) The Property Owner shall ensure that all buildings on the Property are kept in good repair, and that exposed exterior surfaces are painted or treated as may be necessary, so that the buildings are maintained in a tidy state.
- b) The Property Owner shall ensure that, lawns, trees, shrubs, gardens, and other landscaping elements are regularly maintained and that any

undeveloped, unused portions of the lot are kept in a tidy state and free from unkempt materials or matter of any kind.

9. CHANGES AND ALTERATIONS

- a) That the following matters are non-substantive matters which may be changed or altered without a public hearing, but with the written consent of the Development Officer.
 - i. Location of site features including but not limited to buildings, landscaping, hard surfaces, parking areas, turning areas and buffers.
- b) All other matters in this agreement not specified in Subsection 11 a) above or c) below are non-substantive matters which may be changed or altered without a public hearing, but with the written consent of Council, provided that Council determines that the changes do not significantly alter the intended effect of this agreement.
- c) That the following matters are substantive matters and may not be changed or altered except by amendment to this agreement in the form of a further development agreement incorporating the intended change:
 - i. Permitted Uses other than those outlined in Section 2 or as permitted in the underlying zoning by the Land Use By-law; and
 - ii. A variance of greater than 25% to the setbacks and buffers as outlined in 4 d), of this Agreement.
- d) Notwithstanding the foregoing, discharge of this Agreement is not a substantive matter and this Agreement may be discharged by Council at the request of the Property Owner without a public hearing.

10. APPLICABILITY OF THE AGREEMENT

The Property Owner agrees that the Property shall be developed and used only in accordance with and subject to the terms and conditions of this Agreement.

11. APPLICABILITY OF THE LAND USE BYLAW AND THE SUBDIVISION BYLAW

Except as otherwise provided in this Agreement, the provisions of the Land Use By-Law and the Subdivision Bylaw as amended from time to time, apply to any development, use or subdivision on the Property.

12. COMPLIANCE WITH OTHER BY-LAWS AND REGULATIONS

- a) Nothing in this agreement shall exempt or be taken to exempt the Property Owner from general compliance with federal, provincial, and/or municipal statutes, regulations and/or bylaws. This includes complying

with other By-laws or Regulations in force with the Municipality, including the Building Code By-law and Subdivision By-law, or from obtaining any Federal, Provincial or Municipal license, permission, permit, authority, or approval required.

- b) The Property Owner shall be responsible for securing all applicable approvals associated with road access and the on-site and servicing systems required to accommodate the development including, but not limited to, sanitary sewer system, water supply system, highway access 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 Property Owner, unless otherwise agreed upon.

13. CONFLICT

- a) Where the provision of this Agreement conflict with those of any bylaw of the Municipality applicable to the Property (other than the Land Use Bylaw to the extent varied by this Agreement) or any provincial or federal statute or regulation, the higher or more stringent requirements shall prevail.
- b) In case of conflict, the text of the Agreement prevails over the Schedules.

14. COSTS

The Property Owner is responsible for all costs associated with recording this Agreement in the Land Registration Office. These costs are included in the Development Agreement Application Fee that is collected by the Municipal Fees Policy.

15. FULL AGREEMENT

This Agreement constitutes the entire agreement and contract entered into by the Municipality and the Property Owner. No other agreement or representation, oral or written, shall be binding.

16. SEVERABILITY OF PROVISIONS

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.

17. INTERPRETATION

- a) Where the context requires, the singular shall include the plural, and the masculine gender shall include the feminine and neutral genders.
- b) In case of conflict, the text of the Agreement prevails over the Schedules.

18. BREACH OF TERMS OR CONDITIONS

Upon the breach by the Property Owner of the terms or conditions of this Agreement, the Municipality may undertake any remedies permitted by the *Municipal Government Act*, including but not limited to any remedies permitted by section 264 of the *Municipal Government Act*.

19. TERMINATION OF AGREEMENT

- a) This Agreement shall be in effect until discharged by resolution of the Council of the Municipality pursuant to the Municipal Government Act, whereupon the Land Use By-law shall apply to the Property; and
- b) The Property Owner shall sign this Agreement within 180 calendar days from the date the appeal period lapses, or all appeals have been abandoned or disposed of or the Agreement has been affirmed by the Nova Scotia Utility and Review Board or the unexecuted Agreement shall be null and void; and
- c) The Municipality may discharge this Development Agreement if the use described herein has not been commenced within twelve (12) months of the date of this Agreement; and
- d) The Municipality may discharge this Development Agreement if construction of the development or the use described herein is discontinued for twelve (12) months or longer; and
- e) In this Agreement, the development is deemed to have been commenced or started when a development permit for any part of the development has been issued; and
- f) The Municipality retains the option of discharging this Development Agreement should any fact provided by the Property Owner to the Municipality constitute a material misrepresentation of the facts; and
- g) This Agreement shall enure to the benefit of, and be binding upon the Municipality and its successors and assigns and shall enure to the benefit of and be binding upon the Property Owner, their heirs, executors, administrators, and assigns, the owner or owners from time to time of the Property, until discharged.

20. OWNERSHIP

We, the Property Owner, hereby certify that we are the sole owner of PID **25074808**, as described in Schedule A, having received the deed from _____, dated _____. We have not disposed of any interest in the property and there are no judgments or other liens or encumbrances affecting the property.

Witness

XXXXX
ROSE'S MOBILE 1 ENTERPRISES LTD

IN WITNESS WHEREOF the parties hereto have caused this agreement to be executed by affixing their seals and corporate seals on the day and year first above written.

Witness

XXXXXXX
ROSE'S MOBILE 1 ENTERPRISES LTD

**MUNICIPALITY OF THE COUNTY OF
CUMBERLAND**

Witness

MURRAY SCOTT, Mayor

Witness

ALLISON MCCORMICK, Acting CAO

AFFIDAVIT (CORPORATE)

I, _____, of _____,
Nova Scotia, make oath and say that:

1. I am the _____ of ROSE'S MOBILE 1 ENTERPRISES LTD, the "Corporation". Except as otherwise stated I have personal knowledge of the matters to which I have sworn in this Affidavit.
2. I acknowledge that the Corporation executed the foregoing instrument by its proper officer[s] duly authorized in that regard under seal on the date of this affidavit; this acknowledgment is made for the purpose of registering such Instrument pursuant to S.31 (a) of the Registry Act, R.S.N.S. 1989, c.392. or s. 79(1)(a) of the Land Registration Act as the case may be, for the purpose of registering this instrument.
3. The Corporation is a resident of Canada under the Income Tax Act (Canada).
4. The ownership of a share or an interest in a share of the Corporation does not entitle the owner of such share or interest in such share to occupy a dwelling owned by the Corporation.
5. THAT I have authority to execute this instrument on behalf of ROSE'S MOBILE 1 ENTERPRISES LTD. and thereby bind ROSE'S MOBILE 1 ENTERPRISES LTD.

SWORN TO at _____)
 in the County of _____)
 Province of Nova Scotia)
 This _____ day of _____)
 A.D. 2021, BEFORE ME:)
)
)
 _____)

ROSE'S MOBILE 1 ENTERPRISES LTD

A Notary Public/Commissioner of Oaths for the
Province of Nova Scotia

Per:

My Commission Expires _____

AFFIDAVITS OF EXECUTION

PROVINCE OF NOVA SCOTIA
COUNTY OF CUMBERLAND, NS

ON THIS _____ day of _____ A.D., 2021, before me, the subscriber personally came and appeared _____ 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 CUMBERLAND**, one of the parties thereto, caused the same to be executed in its name and on its behalf and its corporate seal to be hereunto affixed in his/her presence.

A COMMISSIONER OF THE SUPREME
COURT OF NOVA SCOTIA

PROVINCE OF NOVA SCOTIA
COUNTY OF CUMBERLAND, NS

ON THIS _____ day of _____ A.D., 2021, before me, the subscriber personally came and appeared _____ a subscribing witness to the foregoing Indenture, who having been by me duly sworn, made oath and said that **ROSE'S MOBILE 1 ENTERPRISES LTD**, one of the parties thereto, caused the same to be executed in its name and on its behalf and its corporate seal to be hereunto affixed in his/her presence.

A COMMISSIONER OF THE SUPREME
COURT OF NOVA SCOTIA

Schedule A

Description of Lands

*****Incomplete, subdivision application active*****

Registration County: CUMBERLAND COUNTY

Street/Place Name: Nappan Rd, Upper Nappan

Title of Plan: Plan of Consolidation and Subdivision Lands of The Parrsboro & Area Industrial Development Commission.

Designation of Parcel on Plan: _____ -

Plan Number: _____

Registration Date of Plan: _____

Burden One: Subject to _____ in Book _____ at Page _____.

Burden Two: Subject to an easement/ right of way as described in a deed registered in the Registry of Deeds for Cumberland County on _____ in Book ____ at Page ____.

MGA Compliance Statement: This parcel complies with the subdivision provisions of Part IX of the *Municipal Government Act*.

***** Municipal Government Act, Part IX Compliance *****

Compliance:

The parcel is created by a subdivision that has been filed under the Registry Act or registered under the Land Registration Act.

Property Survey Map

Schedule B

Schedule C

Site Plan

MEMORANDUM

TO: Council

FROM: Allie McCormick, Acting CAO

DATE: February 24, 2021

RE: 2020/2021 Unused Vacation Days

6.1

The Municipality's *Personnel Policy*, Section 63 states that employees may carryover a maximum of five unused vacation days to the next fiscal year. As of February 24, 2021, unused vacation days for the 2020/2021 fiscal year (exceeding the permitted five-day maximum carryover) total approximately \$66,000.

In order to address the current vacation banks that exceed the permitted five days, it is recommended that Council choose from one of the following three options:

Option 1

Payout to staff any accrued vacation in excess of five days, totalling approximately \$66,000; or

Option 2

Instruct the CAO to work with Directors to schedule the accrued vacation in excess of five days throughout the 2021/2022 fiscal year. This will result in scheduling the 2020/2021 vacation days in addition to 2021/2022 vacation entitlement; or

Option 3

Extend the carryover to a maximum of ten unused vacation days and payout to staff any accrued vacation in excess of ten days, totalling approximately \$22,000. This will be a one-time exception to the maximum of five days listed in the *Personnel Policy*.

ACTION

Option 1

If Council is in agreement, a motion to approve payout to staff any accrued vacation in excess of five days, totalling approximately \$66,000.

Option 2

If Council is in agreement, a motion to instruct the CAO to work with Directors to schedule accrued vacation days in excess of five days throughout the 2021/2022 fiscal year.

Option 3

If Council is in agreement, a motion to approve a carryover of ten unused vacation days and payout to staff any accrued vacation in excess of ten days, totalling approximately \$22,000.

MEMORANDUM

TO: Council
FROM: Jennifer Moore
DATE: February 19, 2021
RE: Remittal Request for AAN 09210784

6.2 1

Account#: AAN 09210784

District: 1

Issue:

Mervil Rushton purchased this mobile home from Beverly Chapman in early 2018 when it was located at Gould Road in Brookdale. He resold it to a Mr. Leadbetter and moved it to Oxford. Property Valuation Services Corporation assessed the mobile home to AAN 02475685 resulting in account 09210784 being a duplicate account.

Property Valuation Services Corporation has deleted the duplicate account so no future billings will occur on the account.

Staff recommends council provide a remittal to remove the 2018 levy of \$492.57 and 2019 levy of \$477.19 and accumulated interest in the amount of \$288.89 from account 09210784 for a total remittal of \$1,258.65. These were duplicate billings and should not have occurred.

MEMORANDUM

TO: Council
FROM: Jennifer Moore
DATE: February 19, 2021
RE: Remittal Request for AAN 00911879

6.2 2

Account#: AAN 00911879

District: 5

Issue:

Glenda Conley of the Nova Scotia Farm Loan Board contacted our office regarding the above mentioned account to get more details as to what it was for. In reviewing our files and using PVSC's portal information I was able to determine that it related to a Building Permit for a 70 X 163 barn that was constructed in 1999. After reaching out to Access Nova Scotia and Property Valuation Services Corporation it was determined that this account was a duplicate and the assessed value of the barn was also being allocated to AAN 00911887.

Property Valuation Services Corporation has deleted the duplicate account so no future billings will occur on the account.

Staff recommends council provide a remittal to remove the 2011 - 2020 tax levy's totalling \$187.50 and accumulated interest in the amount of \$141.04 for a total adjustment of \$328.54 from account 00911879.

MEMORANDUM

TO: Council
FROM: Jennifer Moore
DATE: February 19, 2021
RE: Remittal Request for AAN 01353101

6.2 3

Account#: AAN 01353101

District: 8

Issue:

Stephan Smith contacted our office with regards to account 01353101. He indicated that at one point a Mr. George E Dykens leased a small portion of land from his mother and placed a mobile home on the property. Mr. Dykens passed away a number of years ago and the abandoned mobile home burned down in 2018. The Tax billing is for a mobile home only which no longer exists due to a fire.

Property Valuation Services Corporation has deleted the duplicate account so no future billings will occur on the account.

Staff recommends council provide a remittal to remove the 2018 - 2020 tax levy's totalling \$207.06, the unsightly premises charge that resulted from the fire of \$3,100 and accumulated interest in the amount of \$721.11 for a total adjustment of \$4,028.17 from account 01353101.

A large, thick, blue brushstroke graphic that starts from the left side of the page and curves upwards and to the right, ending in a rectangular block on the right side.

MEMORANDUM

TO: Council
FROM: Jennifer Moore
DATE: February 19, 2021
RE: Remittal Request for AAN 09216200

6.2 4

Account#: AAN 09216200

District: 7

Issue:

Travis Reid contacted our office regarding interest charges that accumulated on his property tax billing. On July 3, 2020 Travis paid the principal balance outstanding on the account but due to a mailing address issue has requested that the interest be adjusted from the account. The tax billings were paid by the due date up to the 2018 fiscal year and then an incorrect mailing address resulted in the 2019 billing not being paid as the customer did not receive the billing. In 2020 staff determined that he postal code and city name was incorrect on the account and the mailing address was fixed. The customer paid the principle balance as soon as he received the billing.

Staff recommends council provide a remittal in the amount of \$261.82 for interest that accumulated on the account 09216200.

MEMORANDUM

TO: Council
FROM: Jennifer Moore
DATE: February 19, 2021
RE: Remittal Request for AAN 05893976

6.2 5

Account#: AAN 05893976

District: 8

Issue:

Wyman Welton contacted our office with regards to the account and questioned the outstanding balance. The account was supposed to be exempt from tax as it is currently as it is used for farm purposes. A release of Farm Loan Board mortgage resulted in the account being reclassified as resource taxable for the years 2008 - 2011. Although correctly classified from 2012 on the billings for 2008 - 2011 should have been exempt

Staff recommends council provide a remittal in the amount of \$1049.93 - \$393.18 for principal and \$656.75 for interest that accumulated on the account 05893976.

MEMORANDUM

TO: Council
FROM: Vicki Weaver
DATE: February 24, 2021
RE: Healthy Communities Initiative

6.3

The Healthy Communities Initiative funding is open for applications and is due on March 9th. The purpose of this memo is to further inform Council of the options available for a municipal application, as well as to have Council give staff direction on which option to pursue.

BACKGROUND:

The Healthy Communities Initiative is a \$31 million investment from the Government of Canada to transform public spaces in response to COVID-19. These are the three Healthy Communities Initiative Themes:

Safe and vibrant public spaces	Improved mobility options	Digital solutions
<p>Community projects that create and adapt public spaces, or programming and services for public spaces that improve open spaces, parks, commercial main streets, and access to other amenities. Community projects that adapt public spaces to meet public health guidance.</p>	<p>Community projects that deliver a range of transportation and mobility options or adaptations that permit physical distancing through solutions that increase safe social connectivity, walkability, bike-ability and access to public transit. Community projects that improve pedestrian and cyclist safety through roadway, sidewalk or crosswalk improvements and adaptations.</p>	<p>Community projects that provide digital solutions that use data and technology in innovative ways to connect people and support healthy communities. Community projects that use digital technologies and solutions to encourage citizen engagement, use open data, online platforms or physical digital devices for public benefit.</p>

POTENTIAL PROJECTS FOR A MUNICIPAL APPLICATION:

As a municipality, we are eligible to apply, but we can only make ONE application. Because the grant money is \$31 million, but for the whole country, we want our application to stand out.

The following six projects are the same ones sent via email on Feb 22, but this memo includes a bit more information on each. All six fit in either the “safe and vibrant public spaces” or “improved mobility options” themes. All prices listed are estimates and are shown simply to give a general idea of cost. Once a project is chosen, staff will get updated quotes for the application and we will be submitting any request for 100% funding.

Springhill Multisport Complex

The master plan has laid the groundwork for where certain items could potentially fit, and a general estimate of what it may cost to develop each one. The planning has not been done on any of these features, however. If Council decides to pursue one of the features from the master plan, we will need to request funding for the planning and construction phases.

There are four separate projects under the multisport complex master plan that staff believe would be good options. You can see their locations on the attached master plan map and read their descriptions in the table below.

1) Natural Turf 9-Per-Side Soccer Field	To maximize the usefulness of available space, the master plan proposes a small natural turf soccer field with suitable dimensions for 9 versus 9 soccer matches and informal play (45x65m shown). This would not be a regulation size field but would be suitable for soccer programs. The estimated construction cost was <u>\$150,000</u> when the master plan was submitted in 2018. Lighting, bleachers, and players benches are not included in that estimate.
2) Basketball Court Resurfacing	The existing basketball court needs an overhaul. Improvements are to include new fencing, surfacing, benches, lighting, new pole/nets, and installation. The estimated cost for this project is <u>\$115,000</u> .
3) BMX Track	Building on the community interest that developed the existing BMX track, the track should be relocated from its current location (to be preserved for future development) and improved to include a dirt track with boardwalk sections, and a separate modular pump track. The BMX Track should also feature at least one bench, waste receptacle, and sign identifying rules of use. This had an estimated construction cost of <u>\$94,000</u> in 2018.
4) Resurfacing Former Rink for Multi-Season Outdoor Use	This feature is currently used as an outdoor rink in the winter months. The deteriorated condition of the concrete shows a need for resurfacing. This space can be used in multiple seasons, with a skateboard park in the warmer months and as a rink in the winter and should feature ample seating for skate lacing. The estimated resurfacing cost was <u>\$85,000</u> in 2018. This does not include the skatepark equipment or seating.

5) Springhill Natural Playground

The accessible Springhill Natural Playground on the Community Centre grounds has elements that were planned but not completed with the initial build, and this funding could help get it to that point. This project is estimated to cost \$80,000.

6) Sheds & Equipment Loan Program

Our recreation and physical activity staff have included three roving recreation coordinators in the budget for 2021-22, pending approval. The goal being to reach out to other communities that we don't normally serve through recreation programming. A complement to these roving staff would be the addition of sheds that could house equipment to be stored in these communities, and it would be an additional way for us to store equipment for our lending program. We would need to partner with community organizations in each area chosen for convenient access locations, as well as having someone local that would be willing to help with the loan program. Staff believe that four equipment sheds, to be housed in Tidnish, Wentworth, River Hebert, and Wallace would be ideal and would allow us to reach much farther out into the community. This request would also include funding for some additional equipment that can be stored in the sheds. This could include a bike share program, play boxes, snowshoes, e-bikes, etc. The estimated cost for this project is \$70,000.

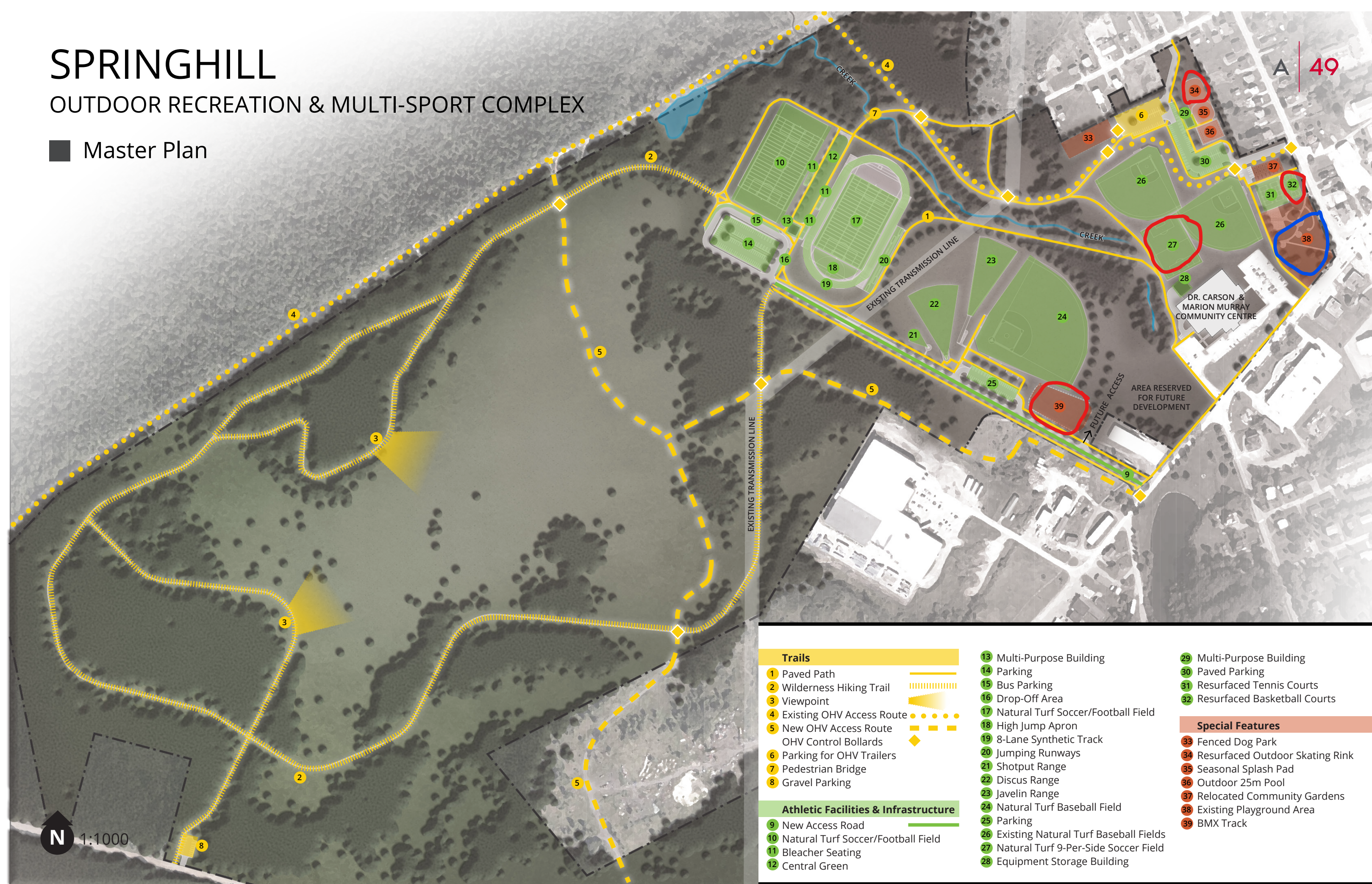
Staff asks that Council discuss these options and provide direction to staff on what project they would like to pursue.

SPRINGHILL

OUTDOOR RECREATION & MULTI-SPORT COMPLEX

Master Plan

A 49



Trails

- 1 Paved Path
- 2 Wilderness Hiking Trail
- 3 Viewpoint
- 4 Existing OHV Access Route
- 5 New OHV Access Route
- 6 Parking for OHV Trailers
- 7 Pedestrian Bridge
- 8 Gravel Parking

Athletic Facilities & Infrastructure

- 9 New Access Road
- 10 Natural Turf Soccer/Football Field
- 11 Bleacher Seating
- 12 Central Green

- 13 Multi-Purpose Building
- 14 Parking
- 15 Bus Parking
- 16 Drop-Off Area
- 17 Natural Turf Soccer/Football Field
- 18 High Jump Apron
- 19 8-Lane Synthetic Track
- 20 Jumping Runways
- 21 Shotput Range
- 22 Discus Range
- 23 Javelin Range
- 24 Natural Turf Baseball Field
- 25 Parking
- 26 Existing Natural Turf Baseball Fields
- 27 Natural Turf 9-Per-Side Soccer Field
- 28 Equipment Storage Building

- 29 Multi-Purpose Building
- 30 Paved Parking
- 31 Resurfaced Tennis Courts
- 32 Resurfaced Basketball Courts

Special Features

- 33 Fenced Dog Park
- 34 Resurfaced Outdoor Skating Rink
- 35 Seasonal Splash Pad
- 36 Outdoor 25m Pool
- 37 Relocated Community Gardens
- 38 Existing Playground Area
- 39 BMX Track

CUMBERLAND SENIOR CARE CORPORATION

BY-LAWS

6.4

The CUMBERLAND SENIOR CARE CORPORATION under the powers of Chapter 304, revised Statutes of Nova Scotia, 1989, the Municipal Housing Corporations Act, hereby adopt the following by-laws and direct they be forwarded for the approval of the Minister of Health.

1. In these By-laws:
 - (a) "Administrator" means the administrator of the Home;
 - (b) "Chair" means the chairperson or presiding member presiding at any meeting of the Corporation or a committee of the Corporation;
 - (c) "Corporation: means the CUMBERLAND SENIOR CARE CORPORATION;
 - (d) "Council" means the Council of the Municipality of the County of Cumberland;
 - (e) "Home" means the East Cumberland Lodge and such other homes as may in the future be established by the Corporation;
 - (f) "Member" means a member of the Corporation duly and lawfully appointed;
 - (g) "Secretary" means the Secretary of the Corporation;
 - (h) "special resolution" means a resolution passed by not less than three fourths (3/4) of such members entitled to vote as a present in person, or by electronic means if applicable, at a regular or special meeting of which notice specifying the intention to propose the resolution as a special resolution has been duly given.
 - (i) "Treasurer" means the Treasurer of the Corporation.
 - (j) "Gender and Plurality": The singular includes the plural and the masculine includes the feminine, or body corporate, and vice versa, with the intent that it be read with all appropriate changes of number and gender, as the context may require.

PART I

2.
 - (1) The Corporation shall consist of the following:

Up to eight (8), but not less than six (6), members appointed by the Council at least three (3) of whom shall be appointed from citizens of the Municipality of the County of Cumberland other than Council members. Council members appointed to the

Corporation shall be appointed for one (1) year only. The first appointees from citizens other than members of Council shall be one (1) appointee for one (1) year, one (1) appointee for two (2) year, and the remaining appointees for three (3) year and thereafter all such members shall hold office for a term of three (3) years or until a successor is appointed.

- (2) Every member may be eligible for re-appointment for two consecutive terms. Following such two consecutive terms, such member must take at least a one-year absence before being eligible for re-appointment, unless otherwise agreed to by Council.
- (3) Where any vacancy occurs in the membership of the Corporation, the Council shall fill the vacancy.
- (4) The office of a member shall be vacated if:
 - (a) by notice in writing to the Secretary he resigns his office; or
 - (b) a member misses three consecutive meetings without just cause as determined by the Corporation;
 - (c) a member representing the Council ceases to be a member of the Council;
 - (d) a member ceases to qualify for membership in accordance with these by-laws;
 - (e) the members, by special resolution, remove any member before the expiration of that member's term;
 - (f) the member dies or becomes mentally incompetent.
- (5) All Members must adhere to the established screening requirements of long term care service providers in Nova Scotia and sign an Oath of Confidentiality and Conflict of Interest Form.

3.

- (1) The Executive Committee of the Corporation shall consist of:
 - A Chair
 - A Vice-Chair
 - A Secretary

Who shall be members of the Corporation and such other officers as may be appointed from time to time by the Corporation. These appointments are to be made annually at the annual meeting of the Corporation.

- (2) The Chair: The Chair shall be the Chief Executive Officer and shall preside at all Meetings of the members of the Corporation. He shall perform such other duties as may be required by these By-laws and the Corporation, and shall be, ex officio, a member of all committees.
- (3) The Vice-Chair: The Vice-Chair, in case of vacancy in the office of Chair, or during his absence or inability to act, shall exercise all the powers of the Chair and any other duties assigned to him by the Corporation.
- (4) The Secretary: The Secretary shall cause to be kept a careful record of all proceedings of the meetings of the members of the Corporation, shall cause notice of all meetings to members of the Corporation, and shall in general perform all other duties incidental to the office of Secretary, subject to the control of the Corporation. The Secretary also shall perform such other duties as usually pertain to his office or may be assigned to him.
- (5) The Reporting Secretary: The members may appoint a Reporting Secretary, to be responsible for taking minutes of all member meetings and other duties assigned to them by the Secretary or members. The Reporting Secretary may be an appointed Administrative person currently employed by the Corporation, who has the required knowledge, skills and ability to perform such duties, and does not need to be a member of the Corporation.
- (6) The Treasurer: The members may appoint a Treasurer, to be responsible for maintaining the financial books and records of the Corporation, which shall be stored and maintained at the place of business of the Corporation, and other duties assigned to them by the members. The Treasurer may be an appointed Administrative person currently employed by the Corporation, who has the required knowledge, skills and ability to perform such duties as part of their regular duties of employment, and does not need to be a member of the Corporation.
- (7) Any officer of the Executive Committee of the Corporation shall vacate his position if:
 - (a) an officer resigns by providing notice in writing to the Secretary;
 - (b) an officer ceases to be a member of the Corporation;
 - (c) the members, by special resolution, vote to remove an officer from his position;
 - (d) an officer dies or becomes mentally incompetent.
- (8) Contracts, deeds, bills of exchange, and other instruments and documents may be executed on behalf of the Corporation by the Chair or the Vice-Chair and the Secretary, or as otherwise prescribed by a majority of the members.

4. The Corporation shall meet monthly on the 3rd Thursday of each month or such other date as the members shall decide. The monthly meetings shall be called "Regular" meetings; all others shall be called "Special" or "Extraordinary" meetings. All meetings may be called on

24 hours' notice, provided the Chair or Vice-Chair may call on shorter notice, an emergency meeting.

5.

- (1) The annual meeting of the Corporation shall be held on the 3rd Thursday in May in each year.
- (2) At the annual meeting, the auditor for the Corporation shall make a written report to the Corporation of the receipts and expenditures for the last fiscal year, the assets and liabilities of the Corporation, and of any other matter that he may deem of interest to the Corporation.
- (3) At the annual general meeting, the following business shall be dealt with:
 - (a) the election of the officers of the Executive Committee of the Corporation;
 - (b) the selection of persons, if required, for referral to the Council for appointment as members;
 - (c) the appointment of all committees and committee members,
 - (d) the various appointments to the staff and otherwise of the Home shall be ratified or confirmed; and
 - (e) such other business as may be required.

6.

Each member of the Corporation shall be paid for each meeting of the Board that he attends, together with a rate per kilometre travelled in order to attend such meetings, an amount of remuneration and travel equal to the amount of remuneration and travel paid by the Municipality of Cumberland to its' Committee members from time to time.

7.

- (1) The Corporation may appoint such committees and boards as shall be deemed necessary for the proper administration of the Home, for such purposes and for such time as it shall deem, meet and expedient.
- (2) The first named member of every committee shall act as its chairperson until a chairperson is appointed, and he shall call the committee together within ten days after its appointment.
- (3) When the committee meets, it shall appoint its own chair.
- (4) In the absence of the chair, at any regularly called meeting, a quorum of the committee present may appoint a chair for the meeting.
- (5) A majority of the members of a committee shall constitute a quorum.

8.

The fiscal year of the Corporation shall begin the first day of April and end on the 31st day of March of each calendar year.

9.

The order of business at a regular meeting of the Corporation shall be:

Cumberland Senior Care Corporation
Bylaws (Last Amended [insert date])

Page 4 of 8

- (a) the reading of the minutes of the last regular meeting and of any special meeting held since the last regular meeting.
 - (b) Business arising therefrom.
 - (c) Unfinished business.
 - (d) Communications.
 - (e) Financial Reports.
 - (f) Reports of Administrator and Committees.
 - (g) New Business.
 - (h) Adjournment.
10. At any special meeting of the Corporation, the order of business provided by these rules shall not apply, but the Corporation shall proceed immediately to the consideration of business for which the meeting was called. If there is more than one item of business, the Chair shall designate the order in which the same shall be taken up.
11. A majority of the members of the Corporation shall be deemed a quorum of the Corporation and shall be sufficient to transact any business of the Corporation to the same intent and purpose as if all the members of the Corporation were present.
- 11.1 A resolution in writing signed by a majority of the members entitled to vote on that resolution at a meeting of the members is as valid as if it had been passed at a meeting of members. A copy of every resolution of the members shall be kept with the minutes of meetings of members.
- 11.2 All meetings of the members may be carried on via electronic means. If the Corporation chooses to make available a telephonic, electronic, or other communication facility that permits all participants to communicate adequately with each other during a meeting of the members, any person entitled to attend such meeting may participate in the meeting by any such telephonic, electronic or other communication facility. A person participating in a meeting by such means is deemed to be present at the meeting. Notwithstanding any other provision of the Bylaws, any person participating in a meeting of the members pursuant to this section 11.2 who is entitled to vote at that meeting may vote, by means of any telephonic, electronic or other means of communication facility that the Corporation has made available for that purpose.
- 11.3
- (1) Every member and officer of the Corporation and his heirs, executors and administrators, and estate and effects, respectively, shall from time to time and at all times, be indemnified and saved harmless out of the funds of the Corporation, from and against:

- i. All costs , charges and expenses which such member or officer sustains or incurs in or about any action, suit or proceedings which is brought, commenced or prosecuted against him, or in respect of any act, deed, error, omission, matter, or thing whatsoever, made, done, not done, or permitted by him, in or about the execution of the duties of his office or in respect of any such liability, except such costs, charges or expenses as are occasioned by his own gross negligence; and
 - ii. All other costs, charges and expenses which he sustains or incurs in or about or in relation to the affairs thereof, except such costs, charges or expenses as are occasioned by his own wilful neglect or default.
- (2) Notwithstanding anything herein to the contrary, the Corporation shall not indemnify or hold harmless any officer, member or employee for any costs, expenses, charges, loss, damage or misfortune of any kind whatsoever if such is incurred in the actual or purported execution of their duties for or on behalf of the Corporation that are caused directly or indirectly by:
 - i. Fraud, dishonesty or bad faith of any such person; or,
 - ii. Wilful neglect or default of any such person.
- 12.
 - (1) The Administrator of the Home shall be appointed by the Corporation.
 - (2) Subject to the direction, control and supervision of the Corporation, the Administrator shall be the Chief Administrative Officer, shall have general charge of all the premises and the general administration of the operation of the Home and shall be responsible for the engaging and dismissing of all the help and staff of the Home and for the performance of their duties unless otherwise provided by these By-laws.
 - (3) The Administrator shall attend all meetings of the Corporation unless otherwise requested, and shall make special reports to the Corporation, from time to time, as the case may require of any matters which are required to be dealt with by the Corporation. He shall also attend all meetings of the Executive Committee of the Corporation. He shall not have any voting privileges.
 - (4) The Corporation shall approve the times and conditions where the Administrator may be absent from the Home.
- 13. The Corporation shall establish the salary scale for the various positions in the Home in consultation with the Health Association of Nova Scotia and in accordance with funding provided by the Province of Nova Scotia.
- 14. The Corporation shall appoint a Medical Director for the Home.

15. The Corporation shall ensure that the Home operates in accordance with the legislation, policies, or standards governing long term care facilities within the Province of Nova Scotia.
16. All operating policies relating to the operation of the Home, and all additions to and amendments to the same, before they can become operative, must be confirmed by the Corporation.
17. Auditors for the Corporation shall be appointed, where possible, through a joint selection process co-ordinated by the Municipality of the County of Cumberland.

PART II

Admission To The Home.

18. A person shall not be considered for admission to the Home without the approval of the Nova Scotia Department of Health Continuing Care.

The Administrator of the Home

19. The Administrator is responsible for and has the authority to fulfil the responsibilities set out in Section 20. He may appoint a Delegate who shall exercise all the powers of the Administrator during his absence or inability to act. The Administrator and Delegate shall not both be absent from the Home without the approval of the Corporation.
20. The Administrator shall operate the Home in accordance with the standards set forth in the Nova Scotia Homes for Special Care Act and Regulations and all other legislation, policies, or standards that apply to long-term care facilities within the Province of Nova Scotia relating to the operation of the Home.

Medical Director

21. The Medical Director shall, in conjunction with the Administrator, ensure that the Home is operated in accordance with the standards set forth in the Nova Scotia Homes for Special Care Act and Regulations and all other legislation, policies, or standards that apply to long-term care facilities within the Province of Nova Scotia relating to the operation of the Home.

Amendment

22. These By-laws may be amended or repealed by resolution of the Corporation but any amendment or repeal will not become effective until approved by the Minister of Municipal Affairs and Minister of Health.
23. A copy of any By-law or amendment must be filed with the clerk of the Municipality of Cumberland that signed the Instrument of Incorporation.

Repeal

24. All former By-laws for the management of the Home are hereby repealed.

THIS IS TO CERTIFY that this By-law of which the foregoing is a true copy was duly passed at a duly called meeting of the CUMBERLAND SENIOR CARE CORPORATION duly held on the _____ day of _____ A.D., 20__.

GIVEN under the hands of the Chair and the Secretary and under the corporate seal of the said Corporation this _____ day of _____ A.D., 20__.

CHAIR

.....

SECRETARY

.....

6.4

INSTRUMENT OF INCORPORATION

It was duly moved and passed that the Instrument of Incorporation Section 2, paragraph 1 for the Cumberland Senior Care Corporation be amended as follows:

2. (1) The Corporation shall consist of up to eight (8), but not less than six (6) members appointed by the Council at least three (3) of whom shall be appointed from citizens of the Municipality of the County of Cumberland other than Council members.

THIS IS TO CERTIFY that the foregoing is a true copy of the amendment that was duly passed at a dully called meeting of the Cumberland Senior Care Corporation held on the 18th of April 2019.

GIVEN under the hand of the Chairperson and under the corporate seal of the Cumberland Senior Care Corporation this 18th day of April 2019.



Chairperson – Deborah Cameron



Secretary – Lynne Welton