

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 16, 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; Kellie Seaman, Recruitment and Procurement Officer; Amanda MacLeod, Sustainable Communities Marketing Officer; Shelley Hoeg, Communications/Executive Assistant to the CAO, Nelson **Bezanson, Planner; 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:

Deletions:

2.2 Approval of the Minutes

IT WAS MOVED by Councillor seconded by Councillor 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
Ms. Taylor will provide updates to Council regarding the Cumberland County Museum.
- ii. Cumberland Accessibility Committee
The Committee will be introduced to Council and will provide an update on their activities to date.

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: p.m.

Junior Planner Will Balsler 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 on this matter.

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

IT WAS MOVED by Councillor seconded by Councillor that second reading and consideration of adoption 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.

ii) Accessibility Advisory Committee

A memo from, and the Terms of Reference for the Accessibility Advisory Committee were included in the meeting material. Maggie Pits, GIS Analyst and Chair of the Committee was on hand to answer questions from Council regarding the committee and the work it is doing.

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.

Discussion and direction to staff

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 seconded by Councillor to direct staff to draft an RFP to hire a professional consulting firm to conduct a salary review. \$\$budget??

**No Objections
MOTION CARRIED**

5. ORGANIZATIONAL POLICY/BY-LAW ISSUES

5.1 Occupational Health and Safety Policy

IT WAS MOVED by Councillor seconded by Councillor 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)
IT WAS MOVED by Councillor seconded by Councillor 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**

- 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 seconded by Councillor to direct staff to develop an amendment to the Municipal Planning Strategy and a new Commercial Development Districts By-Law.

**No Objections
MOTION CARRIED**

6. BUSINESS ISSUES

- 6.1 Grant Requests
IT WAS MOVED by Councillor seconded by Councillor Gilroy to approve a grant in the amount of \$1,600 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 seconded by Councillor to award RFP MCC 2010- Tree Sculptures in the amount of \$4,955 plus HST.

- 6.3 SOAR Letter
IT WAS MOVED by seconded by Gilroy to

**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 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 Communications Officer and Executive Assistant to the CAO and Council, Shelley Hoeg was included in the meeting material. This memo includes background information and a request for Councils approval for staff to issue an RFP for purchasing Agenda and Meeting Management Software.

IT WAS MOVED by Councillor seconded by Councillor 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 has proposed accepting expressions of interests from Fire Chiefs in the Municipality of the County of Cumberland for a Fire Service Advisory Committee. There are 2 available spots. A draft mandate for the committee is included in the meeting material.

IT WAS MOVED BY Councillor seconded by Councillor to approve the establishment of a Fire Service Advisory Committee.

**No Objections
MOTION CARRIED**

7. INFORMATION ITEMS

There are no Information Items for tonight's agenda.

8. ADJOURNMENT

- 8.1 Adjournment
The meeting was adjourned at _____ 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 ***

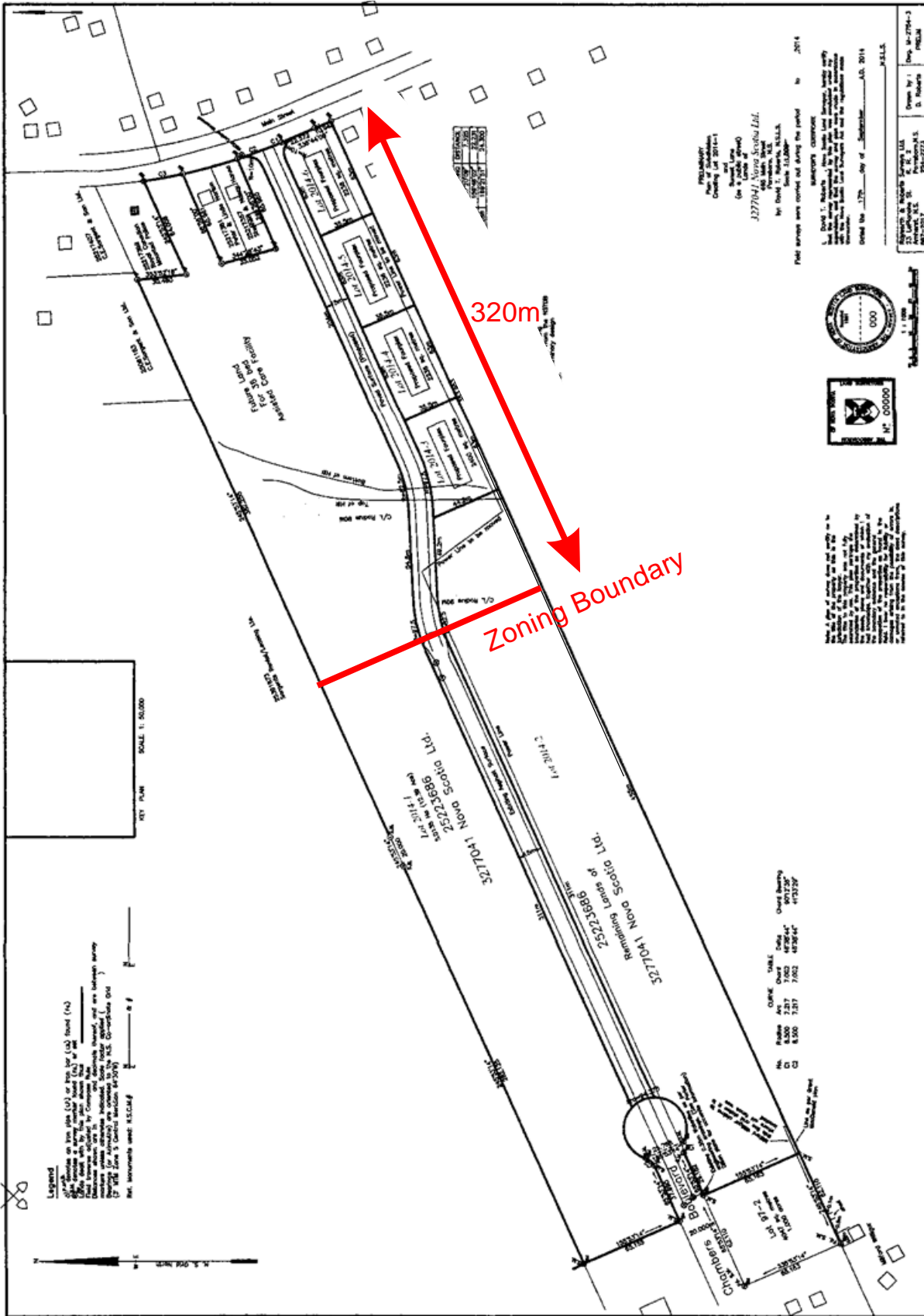
Compliance:

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

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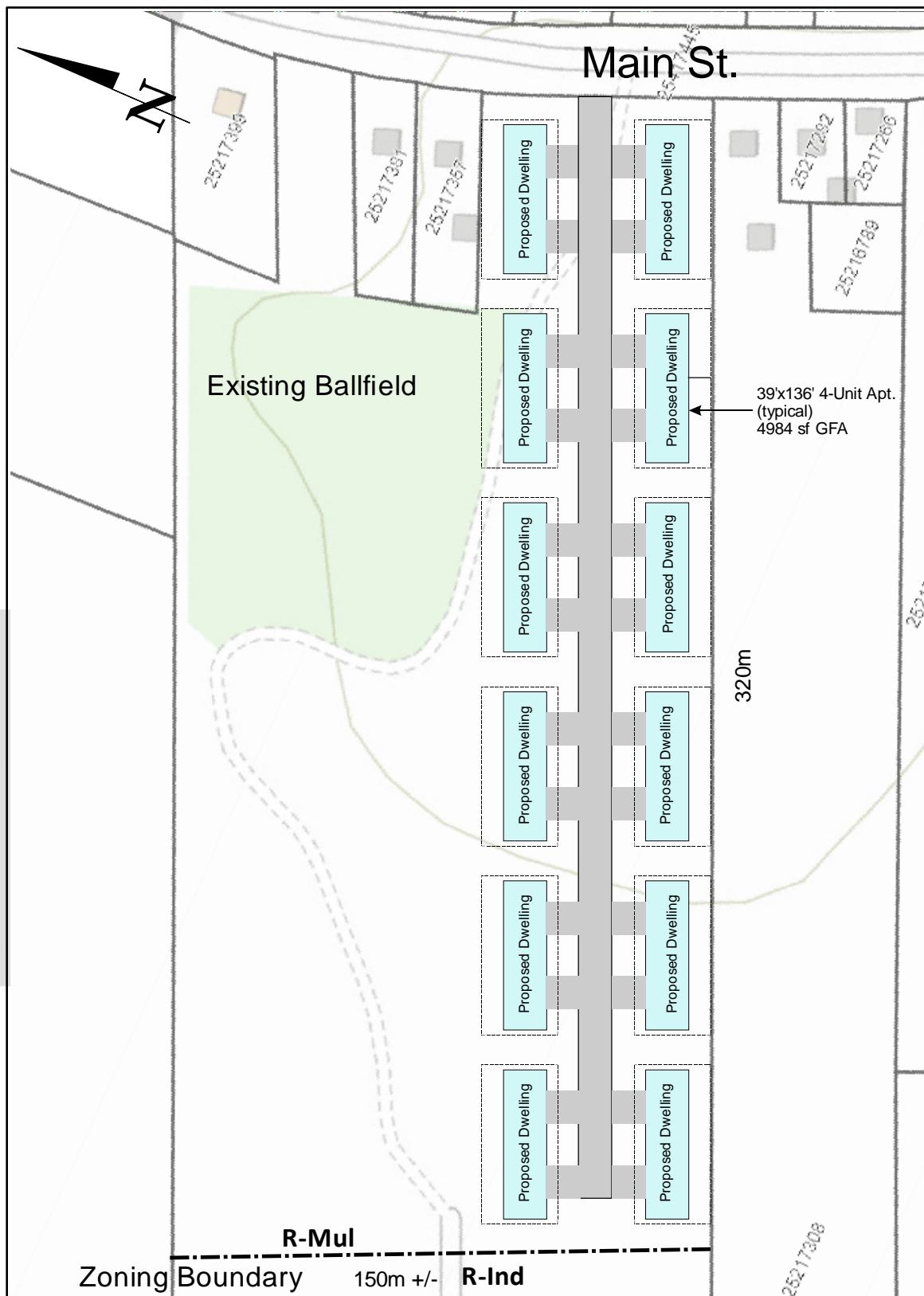
Schedule B

Property Survey Map



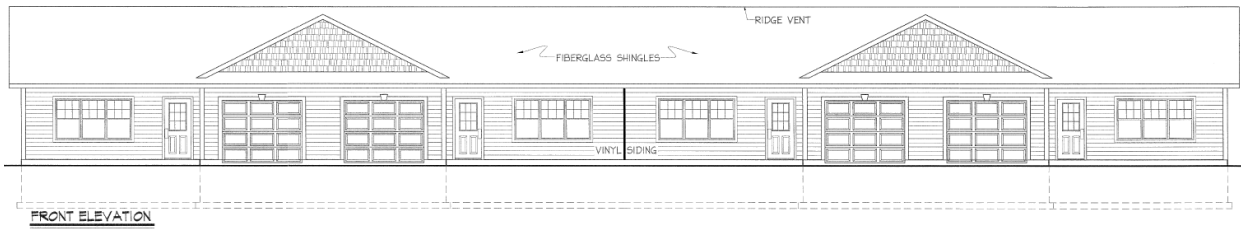
Schedule C

Site Plan



Schedule D

Building Elevation



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