

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

### 1.2 Roll Call

Mayor Scott called the March 3, 2021 Council session of the Municipality of the County of Cumberland to Order at 6:00 p.m. and declared 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.

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; 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:

- 4.1 Police Service Review
- 4.2 RFP Junction Rd Rehabilitation Project Design

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

**No Objections  
MOTION CARRIED**

### 2.2 Approval of the Minutes

**IT WAS MOVED by Deputy Mayor Redmond seconded by Councillor Joseph 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 17, 2021 meeting.

### 2.4 Delegations/ Presentations/ Petitions

Erica Caissie-Stone and Terri McCormick from "In the Works ~ A SOCIAL ENTERPRISE NETWORK" were on hand to provide a presentation on the background and progress of this organization. During and following the presentation the ladies answered questions from Councillors. The Mayor thanked the ladies for the informative presentation.

### 2.5 i) Public Hearings

There are no Public Hearings for today's meeting

## 3. STRATEGIC PRIORITIES ISSUES

There are no Strategic Priorities for today's meeting.

## 4. MAJOR ORGANIZATIONAL ISSUES

### 4.1 Police Service Review

**IT WAS MOVED by Deputy Mayor Redmond seconded by Councillor Goodwin that the Municipality write a letter to the CAO and Mayor of the County of Colchester requesting that we allow us to partner with them in the Police Service Review they are currently undertaking.**

No Objections  
MOTION CARRIED

- 4.2 RFP Jct. Rd Rehabilitation Project Design  
IT WAS MOVED by Councillor Joseph seconded by Councillor Gilroy that staff issue a single request for proposal to procure professional service for the Springhill Main St. Rehabilitation project and Springhill Junction Rd. Rehabilitation project.

No Objections  
MOTION CARRIED

5. ORGANIZATIONAL POLICY/BY-LAW ISSUES

- 5.1 \*Development Agreement for PID 25074808, 324 Nappan Road - Second Reading  
IT WAS MOVED by Councillor Gould seconded by Councillor Gilroy to approve second reading of the amended Development Agreement for PID 25074808, 324 Nappan Road.

\*See attached as Appendix A

No Objections  
MOTION CARRIED

6. BUSINESS ISSUES

- 6.1 Unused Vacation Days  
IT WAS MOVED by Deputy Mayor Redmond seconded by Councillor Joseph to instruct the CAO to work with Directors to schedule accrued vacation days in excess of five days accumulated in 2020 to be taken throughout the 2021/2022 fiscal year.

One Objection -Councillor Gould  
MOTION CARRIED

- 6.2 Remittal Request(s)

6.2.1 – 6.25

IT WAS MOVED by Councillor Houghtaling seconded by Councillor Gilroy to provide the following remittals:

- AAN 09210784 in the amount of \$1,258.65 - \$492.57 to remove the 2018 levy, \$492.57 to remove the 2019 levy, and \$288.89 for accumulated interest;
- AAN 00911879 in the amount of \$328.54 - \$187.50 for the 2011 – 2020 tax levies, and \$141.04 accumulated interest;
- AAN 01353101 in the amount of \$4,028.17 - \$207.06 for the 2018 to 2020 tax levies, \$3,100 for the unsightly premises charge that resulted from clean up after the fire, and \$721.11 in accumulated interest;
- AAN 09216200 in the amount of \$261.82 for interest that accumulated on the account due to an incorrect mailing address; and
- AAN 05893976 in the amount of \$1,049.93 - \$393.18 for principal and \$656.75 for accumulated interest.

No Objections  
MOTION CARRIED

- 6.3 Healthy Communities Initiative Funding  
IT WAS MOVED by Councillor Houghtaling seconded by Councillor Porter that staff make application to the Healthy Communities Initiative funding program to pursue recreation project - Sheds & Equipment Loan Program including sheds as per requests from Councillors.

No Objections  
MOTION CARRIED

- 6.4 \*Cumberland Senior Care Corporation (CSCC) Instrument and By-Laws  
IT WAS MOVED by Deputy Warden Redmond seconded by Councillor Houghtaling to approve the amended Instrument of Incorporation and By-Laws of the Cumberland Seniors Care Corporation.

\*See attached as appendix B

No Objections  
MOTION CARRIED

6.5 Request for Support for Development

**IT WAS MOVED** by Councillor Joseph seconded by Councillor Gilroy that the Acting CAO be authorized to work with the CAO of the Town of Amherst to reach an agreement which allows the property PID 25340597, AAN 09688269 West Victoria Street, to connect to the Town of Amherst sewer.

**No Objections  
MOTION CARRIED**

7. **INFORMATION ITEMS**

There are no Information Items for tonight's agenda.

8. **ADJOURNMENT**

8.1 Adjournment

On motion by Councillor Gilroy the meeting was adjourned at 7:20 p.m.

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Mayor Murray Scott

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Municipal Clerk Brenda Moore

DRAFT

## **APPENDIX A**

### DEVELOPMENT AGREEMENT 324 Nappan Road, Upper Nappan, NS

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:

#### **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

#### **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.

#### **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.

#### **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.

#### 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.

#### SIGNAGE

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

#### 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.

#### 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.

#### 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.

#### 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 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.

#### 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 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

\_\_\_\_\_  
Witness

**MUNICIPALITY OF THE COUNTY OF CUMBERLAND**  
\_\_\_\_\_  
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 ) **ROSE'S MOBILE 1 ENTERPRISES LTD**

This \_\_\_\_\_ day of \_\_\_\_\_ ) A.D. 2021, BEFORE ME:

\_\_\_\_\_) \_\_\_\_\_  
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

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### 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.

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### Schedule B

Property Survey Map

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### Schedule C

Site Plan

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**APPENDIX B**

**CUMBERLAND SENIOR CARE CORPORATION  
BY-LAWS**

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. 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.
  - (1) 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.
  - (2) When the committee meets, it shall appoint its own chair.
  - (3) In the absence of the chair, at any regularly called meeting, a quorum of the committee present may appoint a chair for the meeting.
  - (4) 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:
  - (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



**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 duly called meeting of the Cumberland Senior Care Corporation held on the 18<sup>th</sup> of April 2019.

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

  
 \_\_\_\_\_  
 Chairperson – Deborah Cameron

  
 \_\_\_\_\_  
 Secretary – Lynne Welton