

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 acknowledged the Municipality of the County of Cumberland is in Mi'kma'ki, the ancestral and unceded territory of the Mi'kmaq people. The Mayor called the April 7, 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; 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; Darrell Cole, Saltwire Network; and Alain Couture, Parrsboro Community Radio.

2. ADMINISTRATIVE AND PROCEDURAL ISSUES

2.1 Approval of Agenda

The agenda was approved with the following addition and deletion:

Addition

6.4 Rodent Infestation and Garbage Issue in Springhill

Deletions

4.1 2021/22 Capital Investment Plan

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

**No Objections
MOTION CARRIED**

2.2 Approval of the Minutes

IT WAS MOVED by Councillor Joseph seconded by Councillor Gould to approve the minutes of the March 17, 2021 Council meeting.

**No Objections
MOTION CARRIED**

IT WAS MOVED by Councillor Porter seconded by Councillor Gould to approve the minutes of the March 24, 2021 Council meeting.

**No Objections
MOTION CARRIED**

2.3 Business Arising

Council was brought up to date on the business arising from the March 17, 2021 meeting and the ongoing business arising.

2.4 Public Hearing(s)

Development Agreement for PID 25223686, 14 Chambers Blvd., Parrsboro

Councillor Goodwin declared a conflict of interest at 6:14 p.m. and was put on hold in the Zoom meeting

Mayor Scott called the Public Hearing to order at 6:18 p.m. Will Balsler, Junior Planner, provided the background on the request for a Development Agreement for PID 25223686, 14 Chambers Blvd, Parrsboro Mayor Scott asked if there were any submissions from the public or the applicant. The following is the only submission received:

Dear Planning Dept., Mayor and Council,
 I would like to start with saying this is the third time I have been excited that there is a proposed development on this property. On May 24/16 the Town of Parrsboro approved a development agreement with the same owner. Then on May 17/17 the County of Cumberland approved a development agreement with the same owner. Only this time there was a condition, the Municipality had to run sewer line from King Street to Chambers Blvd. The sewer line was installed but still no Development! Today, Attempt Three, the project is 3 times larger with 48 living units. Hopefully this is followed through and completed. Now that there are 48 new units being proposed on the new sewer. With the Local Improvement Charge of \$2,200,000 being absorbed by the 445 residents and businesses at \$4,941 each. I propose that the Developer is changed at the signing of this agreement 48 Local Improvement Charges! In doing so would change the total Local Improvement users to 493 units and should change the unit charge to \$4462. Again, I am in favour of this development, but I am also in favour of being fair to the Residents having to Pay the Local Improvement Change!
 Thank You / Kind Regards,

Justin Waugh-Cress answered the questions regarding the charges under Local Improvement By-Law.

The Mayor asked if Council had any questions or comments. Hearing none the Mayor closed the Public Hearing at 6:20 p.m.

IT WAS MOVED by Councillor Gilroy seconded by Councillor Houghtaling to hold Second Reading of this Development Agreement at the April 21, 2021 Council session.

**No Objections
 MOTION CARRIED**

Councillor Goodwin returned to the meeting at 6:21 p.m.

3. STRATEGIC PRIORITIES ISSUES

3.1 Organizational Communications and Public Relations Plan.

IT WAS MOVED by Councillor Goodwin seconded by Councillor McCormick to approve the Organizational Communications and Public Relations Plan.

**No Objections
 MOTION CARRIED**

3.2 Cumberland Joint Services Management Authority Budget

The Draft CJSMA budget was included in the meeting material for Council's review and discussion. Director of Finance, Andrew MacDonald addressed this item with council.

4. MAJOR ORGANIZATIONAL ISSUES

4.1 2021/22 Capital Investment Plan

This item was deleted from the agenda.

4.2 Spring Debenture

At the December 16, 2020 Council session Council approved a temporary borrowing resolution in the amount of \$482,309 on behalf of Sunset.

IT WAS MOVED by Deputy Mayor Redmond seconded by Councillor Gilroy to approve the Pre-Approval Subject to Interest Rate Resolution.

Resolution for Pre-Approval of Debenture Issuance Subject to Interest Rate

WHEREAS clause 66 (1) of the Municipal Government Act (the "Act") provides that a municipality may borrow to carry out an authority to expend funds for capital purposes conferred by the Act or another Act of the Legislature;

AND WHEREAS clause 91(1)(a) of the Act provides that where a municipality is authorized to borrow money, subject to the approval of the Minister of Municipal Affairs (the "Minister"), that the sum shall be borrowed by the issue and sale of debentures, in one sum or by installments, as determined by the council;

AND WHEREAS clause 91(1)(b) of the *Municipal Government Act* authorizes the council to determine the amount and term of, and the rate of interest, on each debenture, when the interest on a debenture is to be paid, and where the principal and interest on a debenture are to be paid;

AND WHEREAS clause 91(2) of the *Municipal Government Act* states, that in accordance with the *Municipal Finance Corporation Act*, the mayor or warden and clerk or the person designated by the council, by policy, shall sell and deliver the debentures on behalf of the municipality at the price, in the sums and in the manner deemed proper;

AND WHEREAS the resolution of council to borrow for was approved by the municipal council on December 16, 2020.

BE IT THEREFORE RESOLVED THAT under the authority of Section 91 of the *Municipal Government Act*, the *Municipality of Cumberland* borrow by the issue and sale of debentures a sum or sums not exceeding **\$482,309**, for a period not to exceed **20** years, subject to the approval of the Minister; **THAT** the sum be borrowed by the issue and sale of debentures of the *Municipality of Cumberland* in the amount that the mayor or warden and clerk or the person designated by the council deems proper, provided the average interest rate of the debenture does not exceed the rate of 5.5%; **THAT** the debenture be arranged with the Nova Scotia Municipal Finance Corporation with interest to be paid semi-annually and principal payments made annually; **THAT** this resolution remains in force for a period not exceeding twelve months from the passing of this resolution.

**No Objections
MOTION CARRIED**

5. ORGANIZATIONAL POLICY/BY-LAW ISSUES

5.1 Public Highway Signage Bylaw – First Reading

IT WAS MOVED by Councillor Joseph seconded by Councillor McCormick to approve First Reading of the Public Signage Bylaw and to direct staff to advertise a Public Hearing of this item at the May 5, 2021 Council session.

Public Highway Signage By-Law

General:

1. This By-Law is entitled the “Public Highway Signage By-Law”.
2. This By-Law is made pursuant to the provisions of Section 49A of the *Public Highways Act*.
3. Nothing in this By-Law is intended to limit or change the application of the Municipality’s Land Use By-Law.
4. Should any section of this by-law be declared by a court of competent jurisdiction as ultra vires or illegal for any reason, the remaining parts shall nevertheless remain valid and binding and shall be read as if the offending section or part has been struck out.
5. Should the provisions of this by-law be found to conflict with any provisions of any other by-law of the municipality, the provisions of the by-law providing the greater degree of safety shall prevail.

Definitions:

6. In this By-Law:
 - a. “Municipality” means the Municipality of the County of Cumberland;
 - b. “Council” means the Council of the Municipality;
 - c. “Public Highway” means a roadway vested in Her Majesty in right of the Province of Nova Scotia, and for clarity includes the full width of the roadway, including what is commonly referred to as the “public right of-way”. As set out in section 15 (1) of the *Public Highways Act*, a Public Highway is deemed to be at least 20.1168 metres in width until the contrary is shown; and
 - d. “sign” means a structure or device used to advertise or draw attention to any product, place, person, business, institution, or organization, including any directional or way- finding purpose, and including any posts or other material installed to support the sign. Signs placed by, or under the authority of, the Province of Nova Scotia or the Municipality are not subject to this By-Law.

Purpose:

7. The purpose of this By-Law is to eliminate or reduce unsightly accumulations of signs within designated portions of Public Highways in the Municipality.
8. The intention is to protect the scenic beauty along the public and private roads in Cumberland County, promote vehicular and pedestrian safety, and provide for sign advertisement in a uniform and consistent manner where Council has determined that it is warranted.

Interpretation:

9. This By-Law does not apply to:
 - a. any part of a highway that has been designated as a controlled access highway under section 21 of the *Public Highways Act*;
 - b. signs placed by, or under the authority of, the Province of Nova Scotia or the Municipality; and
 - c. campaign signs during an election or plebiscite in the area in which the sign is located or any sign specifically exempted under section 49 of the *Public Highways Act*.

Signs Prohibited

- 10. Signs, including existing signs, are prohibited within the sections of Public Highway designated in Schedule “A” of this By-Law.

Removal of Signs

- 11. Any sign existing within the sections of Public Highway designated in Schedule “A” of this By-Law at the time it becomes effective shall be posted with a notice indicating that the sign will be removed by the Municipality after thirty days, unless the sign is first removed by the owner. When the notice period has elapsed, the sign may be removed by the Municipality.
- 12. Any sign placed in contravention of this By-Law may be removed by the Municipality without notice.
- 13. Any signs removed by the Municipality will be destroyed. The Municipality is not responsible for any losses or damages suffered by the owner of a sign as a result of the sign being removed and destroyed.

Administration and Enforcement

- 14. The Municipality’s Engineer or designate is authorized and responsible to take any action or perform any work required to implement and achieve the purpose of this By-Law. The Engineer or designate may retain and direct the services of third parties in order to carry out work and exercise authority as set out in this By-Law.
- 15. This By-Law comes into force upon approval by the Minister of Transportation and Infrastructure Renewal, and upon publication.

Schedule “A”

All that section of Fort Lawrence Road, Cumberland County extending 150m in either direction from the intersection with Trunk 2, (also known as Old Trunk 2 and Highway 2); and also Trunk 2, in Fort Lawrence, from its intersection with the Fort Lawrence Road, south to the limits or boundary of the Town of Amherst, are hereby designated for the purposes of the Public Highway Signage By-Law of the Municipality of Cumberland.

**No Objections
MOTION CARRIED**

- 5.2 Amendment to Land Use Bylaw to rezone PID 25172917, 689 Kerrs Mill Road, Kerrs Mill – First Reading

IT WAS MOVED by Deputy Mayor Redmond seconded by Councillor Porter to approve First Reading of the amendment to the Land Use Bylaw to rezone PID 25172917, 689 Kerrs Mill Road from Country Residential to Commercial Recreation and to direct staff to advertise Public Hearing for this item for the May 19, 2021 Council session.



**No Objections
MOTION CARRIED**

- 5.3 Council meetings and Proceedings Policy

IT WAS MOVED by Councillor Joseph seconded by Councillor Gilroy to provide Council Notice of Intent to consider the Council Meetings and Proceedings Policy for adoption at the April 21, 2021 Council session.

**Municipality of Cumberland Policy 21-XX
Council Meetings and Proceedings Policy**

1. The procedural requirements in this Policy are intended to complement and supplement, and not to replace, the requirements contained in applicable municipal legislation.
2. In this Policy, unless the context otherwise requires,
 - (1) "business day(s)" means a day when the Municipality's office is open for business;
 - (2) "Chair" means the presiding officer;
 - (3) "CAO" means the Chief Administrative Officer of the Municipality;
 - (4) "Committee of the Whole" means a committee consisting of all of the Councillors;
 - (5) "Council" means the Council of the Municipality;
 - (6) "Council Member(s)" include(s) the Mayor unless the context indicates otherwise;
 - (7) "majority" means more than one half of those present, unless the context indicates otherwise;
 - (8) "Municipality" means the Municipality of the County of Cumberland.
3. Unless otherwise specified pursuant to section 4, regular meetings of Council shall be held
 - (1) at the Council Chamber in the E. D. Fullerton Municipal Building, 1395 Blair Lake Road, Upper Nappan;
 - (2) on the first and third Wednesday of each month, except that there shall be no regular meeting during the month of August.
4. Regular meetings of Council may be rescheduled, relocated, or canceled
 - (1) by resolution or consensus, including a contingent resolution or consensus, of Council at a previous meeting three or more days in advance of the additional or special meeting;
 - (2) by resolution or consensus, including a contingent resolution or consensus, of Committee of the Whole at a meeting three or more days in advance of the additional or special meeting; or
 - (3) by the CAO on behalf of the Mayor, owing to unforeseen circumstance, provided the Mayor believes that the majority of Council Members would support such a step.
5. Additional or special meetings of Council may be convened
 - (1) by resolution or consensus, including a contingent resolution or consensus, of Council at a previous meeting three or more days in advance of the additional or special meeting;
 - (2) by resolution or consensus, including a contingent resolution or consensus, of Committee of the Whole at a meeting three or more days in advance of the additional or special meeting; or
 - (3) by the CAO on behalf of the Mayor, owing to unforeseen circumstances, provided the Mayor believes that the majority of Council Members would support such a step.
6. Specific notice to Council Members and to the public need not be provided of
 - (1) meetings held pursuant to section 3; or
 - (2) meetings held pursuant to subsection 1 and 2 of section 4 or 5;
 but, subject to any statutory relaxation of notice requirements, three days' notice shall be specifically provided for other meetings to Council Members in the manner described in sections 7 and 8 and to the public in the manner described in section 9.
7. Subject to section 6, notice of meetings shall be provided in writing (including e- mail) to each Council Member.
8. Within 30 days following the first meeting of Council after a municipal election or by-election, the Municipality will provide each elected Councillor and the Mayor an official Municipal email address and a cell phone which the Council Member will maintain and use for conducting Council business, the Council Member will be expected to check these at least once per day. the Council Member shall also be responsible for checking the mailbox assigned to the Council Member and marked with the Council Member's name located at the E D Fullerton Municipal Building. The Council Member shall be deemed to have received any notice within one business day of its being sent pursuant to this section.
9. Subject to section 6, notice of meeting shall be provided to the public by posting a "Notice of Council Meeting" containing the time, date, and place of the meeting on the outer doors leading to the main lobbies of the Municipal Service Centres in Upper Nappan, Springhill, and Parrsboro; and on the Municipality's web site and social media accounts.

Conduct of Meetings: General

10. During a meeting Council may adjourn for short periods or move to another place, without ending the meeting.
11. At regular meetings of Council, except when Council resolves to defer approval of minutes for a maximum of one additional meeting, the minutes of the last preceding regular meeting and subsequent special meetings shall be reviewed and after all necessary corrections and amendments have been made and the minutes approved, the approved minutes shall be entered in the minute book of the proceedings of Council and such entry shall conclusively constitute the minutes of Council.
12. The minutes shall be kept by the Municipal Clerk and shall:
 - (1) record the time when any Council member joins or leaves a meeting which is in progress;
 - (2) contain all resolutions, decisions by consensus and motions, with the name of the movers and seconders and a brief summary of the issues discussed;
 - (3) record the outcome of each vote; and

- (4) mention reports, petitions and other papers submitted to Council only by their respective titles, or a brief description of their contents.
13. It shall be the duty of the Chair to:
- (1) open the meeting of Council by taking the chair and calling the Council Members to order;
 - (2) Read the territorial acknowledgement -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.
 - (3) ask the Council whether there is a consensus of an item of procedure or business, and if no Council Member indicates dissent, may treat the item as resolved to the same extent as if a motion had been duly moved, seconded, and passed by vote;
 - (4) receive and submit to Council motions properly presented by a Council Member;
 - (5) put to a vote a question which is regularly moved and seconded or necessarily arising in the course of the proceedings and to announce the result of the vote;
 - (6) decline to put to a vote, a motion which infringes upon the rules of procedure;
 - (7) restrain the Council Members, when engaged in debate, within the rules of conduct of debate;
 - (8) enforce on all occasions, the observance of order and decorum;
 - (9) call by name any Council Member persisting in a breach of the rules of order of Council thereby ordering him or her to vacate the Council Chambers;
 - (10) inform the Council when necessary, or when referred to, on a point of order;
 - (11) permit the CAO to speak on any point upon request;
 - (12) permit proper questions to be asked through the Chair of any official or employee of the Municipality, to provide information to assist any debate;
 - (13) declare a meeting dissolved if no quorum has been achieved within 15 minutes after the scheduled meeting time; unless a Councillor has within the previous hour, indicated his or her arrival within 30 minutes after the scheduled meeting time; and
 - (14) adjourn the meeting when the business is concluded or, when an adjournment time has been set and approved by a majority vote or consensus, when the adjournment time has been reached, except when it is extended by unanimous consent.
14. At Council and Committee of the Whole meetings, unless a majority consents to a different order for that meeting, Council shall conduct business in the following order:
- (1) Call to Order
 - 1.1 Territorial Acknowledgement
 - 1.2 O Canada
 - 1.3 Roll call
 - (2) Administrative and Procedural Issues;
 - 2.1 Approval of agenda
 - 2.2 Approval of minutes from the previous meeting
 - 2.3 Action List from Previous Meeting
 - 2.4 Delegations Presentations Petitions
 - 2.5 Public Hearings
 - (3) Strategic Priorities;
 - (4) Major Organizational Issues;
 - (5) Organizational Policy / By-Law Issues;
 - (6) Business Issues;
 - (7) Information Items; and
 - (8) Adjournment
 - 8.1 The Queen.
15. At the time the agenda is put forward for approval the Chair shall inquire of Council Members whether they have any new or other business. Council Members having such business shall then identify it for the Chair or shall lose the right to raise new or other business at the meeting.
16. Every Council Member, prior to speaking on any question or motion, shall raise a hand and wait to be recognized by the Chair. When two or more Council Members raise their hands to speak, the Chair shall designate as the Council Member who has the floor the Council Member who, in the opinion of the Chair, first raised a hand.
17. No Council Member shall speak for a second time on any question or motion until all Council Members who wish to speak have spoken once.
18. The mover of a motion shall have the right to reply and sum up in closing the debate.
19. No Council Member shall speak more than ten minutes upon any matter without the leave of Council.

Conduct of Council Meetings: Motions and Voting

20. The Chair shall state every question properly presented to Council and before putting it to a vote, shall ask "Is Council ready for the question?" and if no Council Member offers to speak, the Chair shall put the question, after which no Council Member shall be permitted to speak upon it.
21. The usual form of voting on any question shall be by the Chair calling for a show of hands, and any Council Member can call for, and obtain through the Chair, a recorded vote with each Council member's vote entered into the minutes. If the Chair believes a question is generally supported by Council, he or she may, instead of calling for a show of hands, ask if there are any objections to the motion or question. If no objections are voiced by any

- Councillor, the Chair may declare the matter resolved in the affirmative. If any objections are voiced by a Councillor, the issue shall be decided by vote.
22. A motion must be seconded and then repeated by the Chair or read aloud by the Municipal Clerk before it is debated. The Chair may direct that the motion be put in writing.
 23. After reading of a motion by the Chair or Municipal Clerk, it shall be open for discussion.
 24. A motion may at any time before the Council has voted on it be withdrawn by the mover with the consent of the seconder.
 25. When any question is before the Council, the only motions in order shall be:
 - (1) a motion in amendment of the original motion;
 - (2) a motion to refer the question, including the motion and amendment if one is moved, to any committee;
 - (3) a motion to defer the consideration of the question either indefinitely or to a specified time;
 - (4) a motion to close the debate at a specified time;
 - (5) a motion that the question be put to a vote;
 - (6) a motion to adjourn.
 26. When any one of the motions mentioned in the next preceding section has been made as an amendment to the original motion, no other motion may be made as an amendment to the original motion or to the amendment, except the following:
 - (1) to refer to a committee;
 - (2) to defer the consideration of the question;
 - (3) to close the debate at a specified time;
 - (4) that the question be put to a vote;
 - (5) to adjourn;any of which may be moved either to the original motion or to the amendment of the original motion.
 27. A motion:
 - (1) that the debate be closed at a specified time; or
 - (2) that the question be put to a vote;shall be put to a vote without further amendment or debate, but a motion that the question be put to a vote shall not itself be put to a vote until every Council Member who has not spoken on the question and claims a right to speak has been heard, and the mover of the question has had the right to reply and sum up as provided in section 18 herein.
 28. A motion that the question be put to a vote shall preclude all amendments to the main question until the motion is decided, and shall be put to a vote, without debate, in the following words: "That this question be put to a vote." If this motion is resolved in the affirmative, the original question shall be put to a vote immediately, without any amendment or debate, but if such motion is resolved in the negative, then the Council shall continue to debate the question.
 29. A motion to adjourn shall always be in order except in the following cases:
 - (1) when a Council Member is in possession of the floor;
 - (2) when the vote is being called;
 - (3) while the Council Members are voting; or
 - (4) when the adjournment was the last preceding motion.
 30. The following questions shall be decided without debate:
 - (1) all motions as to priority of business or as to the suspension of the order of the day;
 - (2) a motion to allow any person other than the Council member to address the Council;
 - (3) a motion to postpone to a specified time or day;
 - (4) a motion to lay on the table when claiming a privilege over another person; and
 - (5) a motion to adjourn.
 31. Amendments shall be put in the reverse order to that in which they are moved. Every amendment submitted shall be decided or withdrawn before the main question is put to vote. Only one amendment shall be allowed to an amendment and any further amendment must be to the main question.
 32. Except for matters arising from correspondence, committee or other reports, agenda items, or notice of motion or other material circulated to Council Members on or before the day before the meeting, and except for matters arising from an *in-camera* meeting, no motion committing the Municipality to the expenditure of funds shall be accepted by the Chair for the consideration of Council except with the unanimous consent of Council Members present.
 33. Any notice of motion given by a Council Member for a subsequent meeting may, in the absence of the Council Member giving such notice, be taken up by any other Council Member.

Committee of the Whole Meetings

1. Council hereby establishes a Committee of the Whole, consisting of all the councillors, to meet on the third Wednesday of each month except that there shall be no meeting during the month of August.
2. Council or Committee of the Whole may cancel or re-schedule a meeting of the Committee of the Whole, providing the public is given at least three days' notice.
3. The Committee of the Whole will be responsible for all matters which would be of concern to the Municipal Council.
4. Meetings of the Committee of the Whole shall be open to the public, unless the Committee

moves into an In-Camera session which complies with the Municipal Government Act (MGA) (Section 22(2)). The public, with permission from the majority of Council, may address the Committee, with a time limit of ten minutes. This excludes comments on matters where there are existing meeting procedures with First or Second Readings, or other matters that have a public process in place.

5. Staff reports and Councillor's reports shall be presented to the Committee of the Whole.
6. Committee of the Whole will meet for the purposes of discussion and possible recommendation to Council. No formal decisions will be made when the councillors are meeting as Committee of the Whole.
7. Committee of the Whole may, in its discretion, decide not to refer a staff recommendation to Council if the Committee feels that recommendation would not be appropriate at that time.
8. a) The Mayor shall act as chairperson and presiding officer at the meetings of the Committee of the Whole.
(b) In the absence of the Mayor, the Deputy Mayor shall so serve.
(c) In the absence of both the Mayor and Deputy Mayor, the Committee of the Whole may appoint a chairperson from the members present.
9. The Clerk shall keep minutes of the discussions and recommendations of the Committee of the Whole.

Conduct of Meetings: Points of Order

10. It shall be the duty of the Chair, and the privilege of any Council Member, to call any Council Member to order, who violates any established rule or order. A point of order must be decided before the subject under consideration is proceeded with.
11. When a Council Member is called to order, the Council Member shall remain seated and silent until the point is determined, until called upon by the Chair to be heard on the point of order.
12. A point of order is not debatable amongst other Council Members, unless the Chair invites discussion in an effort to assist in making a ruling. Where the Chair permits discussion of a point of order, no Council Member shall speak more than once.
13. Decisions of the Chair on points of order or procedure, including an order expelling and excluding a person from the Council Chambers pursuant to section 40 and 44, are not debatable but are appealable to Council by any Council Member. When an appeal is made from the decision of the Chair, the Chair shall simply put the question, "Shall the decision of the Chair be sustained?"
14. No Council Member shall use offensive or unparliamentary language or speak disrespectfully to or about anyone while in Council, or speak outside the parameters of the question in debate.
15. If a Council Member resists the rules of Council, willfully obstructs the business of Council or disobeys the decision of the Chair, or of Council on appeal, on any question or order or practice or upon the interpretation of the rule of Council after being called to order by the Chair, or otherwise disrupts the proceedings of Council, the Council Member may be ordered by the Chair to leave the Council Member's seat provided that a majority vote of Council shall be required to sustain the expulsion.
16. If the Council Member refuses to leave the Council Member's seat, the Chair may order the Council Member to be expelled and excluded from the Council Chambers.
17. Such Council Member may, by vote of Council, later in the meeting or at a subsequent meeting, be permitted to re-enter Council Chambers and to resume participation in Council's business with or without conditions.
18. Persons who are not Council Members or officers or employees of the Municipality shall observe silence and order in the Council Chambers, unless given permission to speak. Any such persons disturbing the proceedings of Council shall be called to order by the Chair and, if they fail to comply, shall be ordered, by the Chair, to be expelled and excluded from the Council Chambers, provided that a majority vote of Council shall be required to sustain the expulsion.
19. Such member of the public may, by vote of Council, later in the meeting or at a subsequent meeting, be permitted to re-enter Council Chambers with or without conditions.
20. An order of the Chair to expel a person from the Council Chamber pursuant to sections 40 and 44 of this Policy constitutes a direction from the Municipality to leave the premises for purposes of the *Protection of Property Act* and other applicable laws.
21. If any question arises that is not provided for by applicable legislation or the foregoing rules, it shall be decided according to the ruling of the Chair, having regard to general principles of parliamentary procedure to the best of the Chair's ability, but the Chair shall not be expected to conform its decisions with parliamentary procedure texts or precedents.
22. Any of the rules of order may be suspended in its operation by the unanimous consent of the Council Members present.
23. All former Council Meetings and Proceedings Policies of the Municipality are hereby repealed.

**No Objections
MOTION CARRIED**

6. BUSINESS ISSUES

6.1 Volunteer Representative 2021

IT WAS MOVED by Councillor Gould seconded by Deputy Mayor Redmond to recognize Mr. Greg Nix as the Municipality of Cumberland's Volunteer of the Year

**No Objections
MOTION CARRIED**

6.2 Springhill Baseball Field #2 Revitalization Capitol Budget Project Update
This item will be placed back on the Capital Investment Plan prior to the next CIP meeting.

6.3 Summer Programs 2021
IT WAS MOVED by Councillor Joseph seconded by Councillor McCormick to approve the recruitment and hiring process for summer positions.

**No Objections
MOTION CARRIED**

6.4 Rodents
IT WAS MOVED by Councillor Joseph and seconded by Councillor McCormick that in response to the current rodent infestation in the community of Springhill

- **That staff will work with a professional exterminator to set traps in areas with rodent infestations;**
- **That staff work with our solid waste collection contractor to provide an opportunity for residents in the community of Springhill to dispose of excessive garbage that is properly bagged and sorted. After this opportunity to dispose of excessive garbage is provided, By-law enforcement officers will issue clean-up orders, as necessary. A communications plan will be created and implemented as part of this work;**
- **That local Councillors will collaborate with community groups to conduct a litter pick up in the community of Springhill; and**
- **A policy with respect to rodent control shall be prepared for council's consideration so that future concerns of this nature are handled in a fair and consistent manner.**

**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 seconded by Councillor Gould the meeting was adjourned at 7:00 p.m.

Mayor Murray Scott

Municipal Clerk Brenda Moore

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.

Development Agreement 14 Chambers Boulevard Parrsboro

- 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.

Development Agreement 14 Chambers Boulevard Parrsboro

- 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

XXXXX3277041 Nova Scotia Limited

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
3277041 Nova Scotia Limited
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 3277041 Nova Scotia Limited, 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 3277041 Nova Scotia Limited. and thereby bind the 3277041 Nova Scotia Limited.

SWORN TO at _____

)in the County of _____)

Province of Nova Scotia

3277041 NOVA SCOTIA LIMITED

This _____ day of _____

)A.D. 2021, BEFORE ME:)))

A Notary Public/Commissioner of Oaths for the

Per:

Province of Nova Scotia

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 **3277041 NOVA SCOTIA LIMITED**, 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

Development Agreement 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 ***

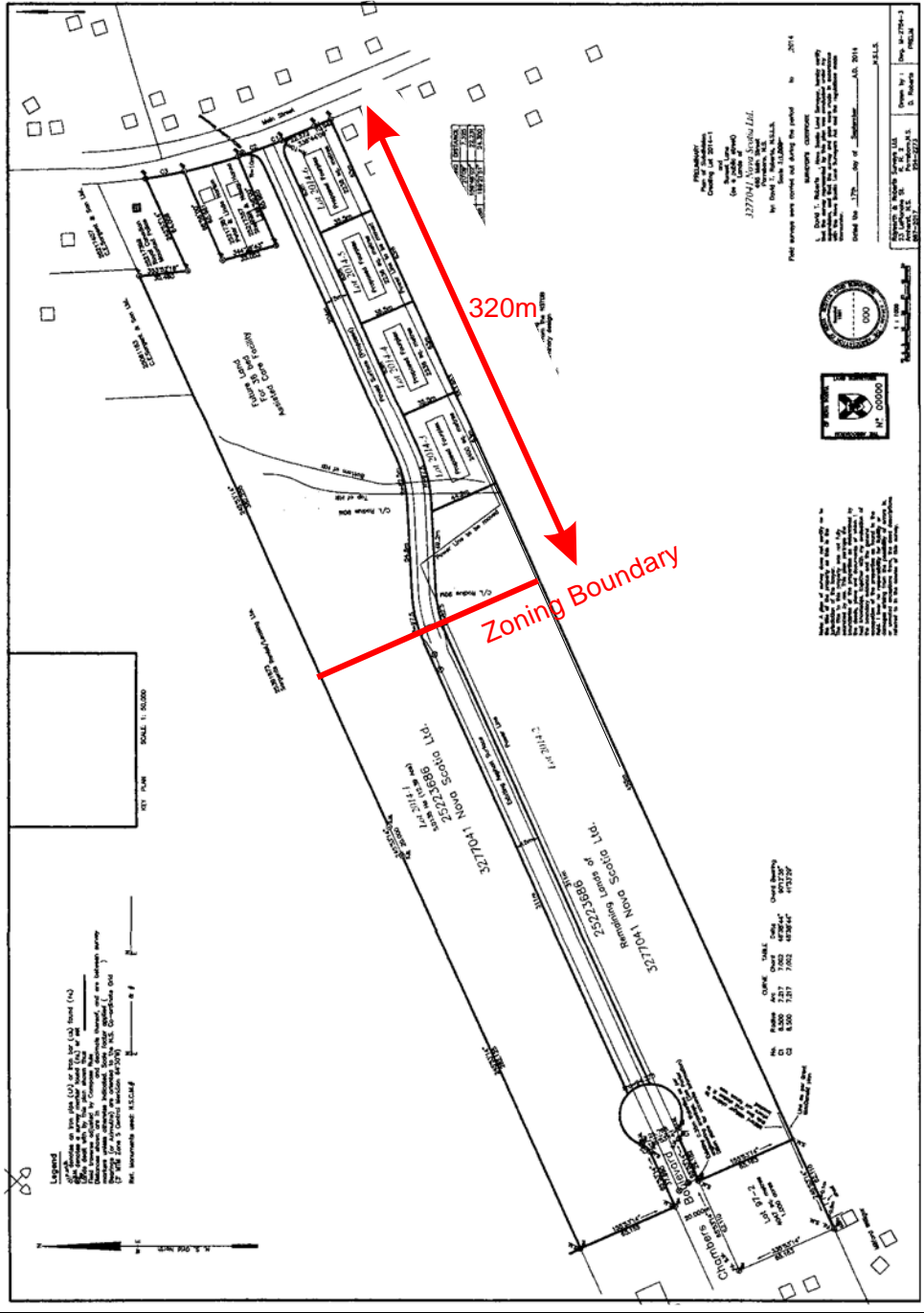
Compliance:

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

Development Agreement 14 Chambers Boulevard Parrsboro

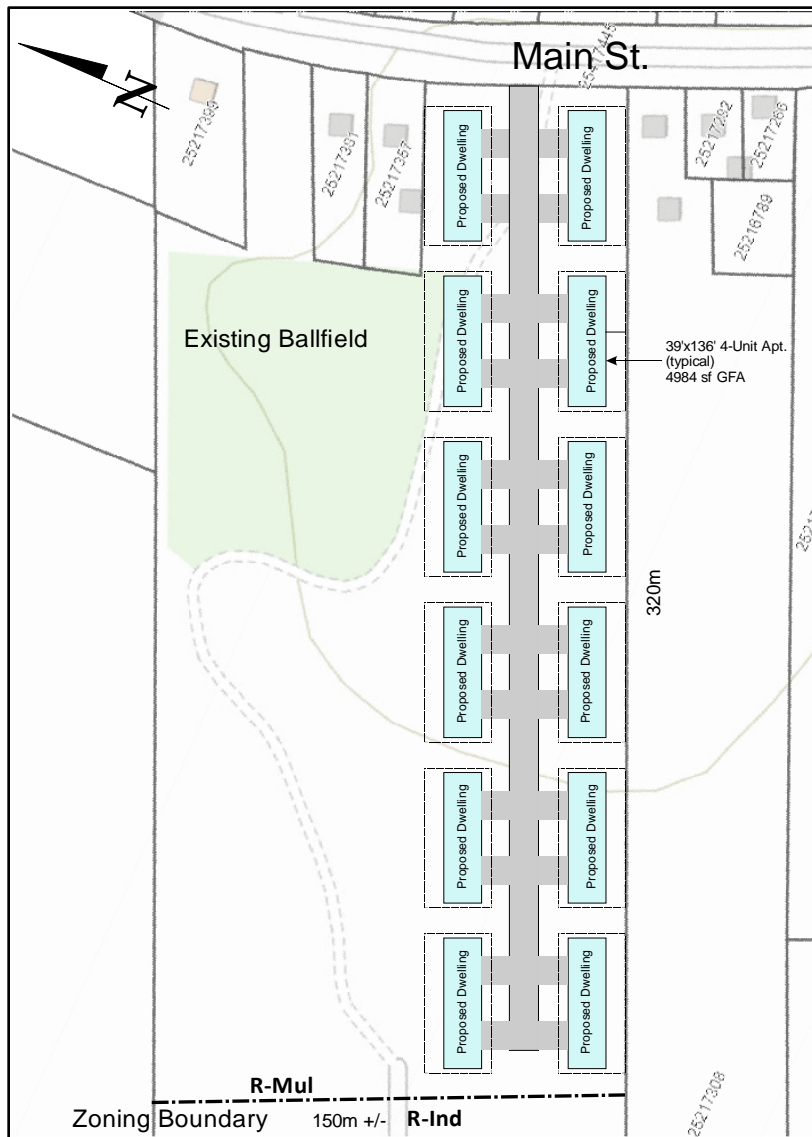
Development Agreement Schedule B

Property Survey Map



Development Agreement Schedule C

Site Plan



Schedule D

Building Elevation

