

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.

Prior to calling the meeting to order the Mayor welcomed the new CAO, Mr. Greg Herrett to the Municipality.

The Mayor called the April 21, 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 Gould; Councillor Rod Gilroy, Councillor Jennifer Houghtaling, Councillor Angela McCormick, Councillor Mark Joseph, Councillor Dale Porter, Councillor Carrie Goodwin.

Absent with regrets: Deputy Mayor Kathy Redmond

Staff present Greg Herrett, CAO; Allie McCormick, McCormick Manager of Organizational Development & Innovation; 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; Michelle Byers, Manager of Economic Development; 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 addition:

- 3.2 Pugwash Multi Purpose Centre

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

**No Objections
MOTION CARRIED**

2.2 Approval of the Minutes

IT WAS MOVED by Councillor Gilroy seconded by Councillor Houghtaling to approve the minutes of the April 6, 2021 Council meeting.

**No Objections
MOTION CARRIED**

IT WAS MOVED by Councillor Gould seconded by Councillor Joseph to approve the minutes of the April 7, 2021 Council meeting.

**No Objections
MOTION CARRIED**

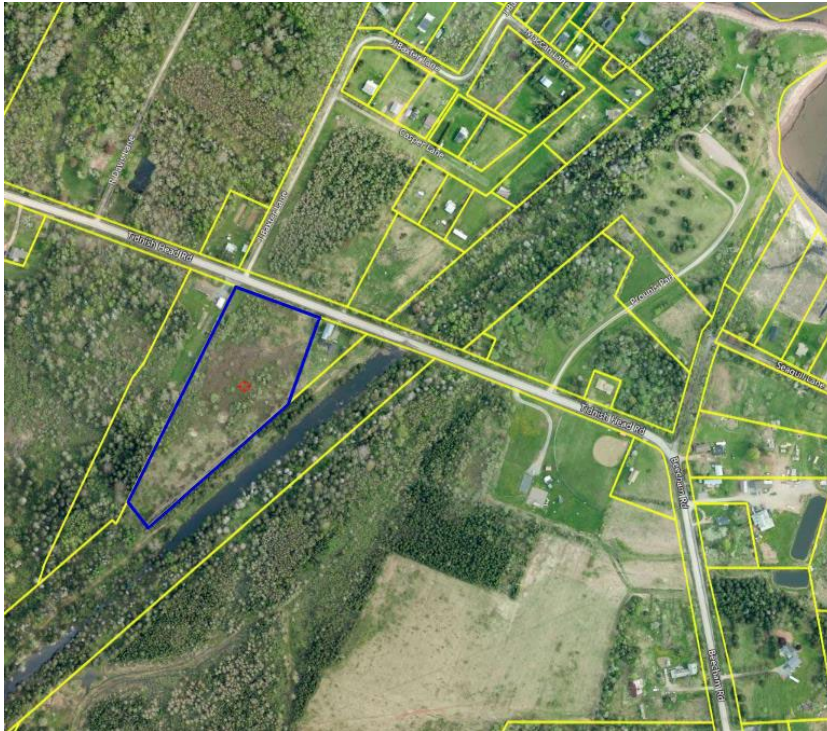
2.3 Business Arising

Council was brought up to date on the business arising from the April 7, 2021 meeting and the ongoing business arising.

2.4 Public Hearing(s)

Amendment to Land Use Bylaw to rezone PID 25360272, 768 Tidnish Head Road, Tidnish Cross Roads from Country Residential to Commercial Recreation

Councillor Gilroy declared a conflict of Interest and was put on hold to remove him from the Zoom meeting at 6:08 p.m.



Will Balsler, Junior Planner, provided the background on the request for a Development Agreement for PID 25360272, 768 Tidnish Head Road, Tidnish Cross Roads.

Mayor Scott called the Public Hearing to order at 6:09 p.m.

Mayor Scott asked if there were any submissions from the public or the applicant. There was only one submission, and the following is a list of the concerns expressed in this submission in point form and are in no particular order.

- 1, I am concerned about the loss of my well (it is the oldest hand bored well in Tidnish 40 ft. deep). The location of his wells could potentially kill mine.
 - 2, Location of septic systems and the possibility of them contaminating excellent potable water.
 - 3, Devaluation of my property because of the proposed development.
 - 4, Excessive noise from partying, fireworks, etc, Fire works are extremely problematic for the dogs.
 - 5, Garbage being dumped or blowing onto my property. This has already been a problem with those down Jimmy Baxter lane.
 - 6, Theft of fire and standing wood, and property.
 - 7, Vandalism/property damage.
 - 8, Total loss of privacy and quietness as his contractor cleared right to the line.
 - 9, Oversaturation of RVs on the property for land size.
 - 10, Proximity of RV parks. The proposed RV park is less than one km from another legal RV park. Too much of one type of development (RV/seasonal) does not help Tidnish in being a year-round sustainable community.
- In closing, I understand this is pretty much a done deal and my concerns are mute. I only wished and the Cumberland County planning department had more vision. This beautiful little community does not need further RV parks but, rather seniors' apartments so, we can keep our seniors in their community instead of them leaving. This alone would open up more housing for new people and sustain Tidnish for years to come.

There were no requests to speak at this hearing and the applicant did not ask to appear.

The Mayor asked if Council had any questions or comments. Councillor Gould ask about the number of houses adjacent to the proposed property for development, if they had received septic approval from the Dept. of Environment and how big the lot is. Will responded that there are approx. 3 houses close to the development the septic approval process does not happen until the development permit stage of a project and the lot is approximately 5 acres.

The Mayor asked if Council had any more questions or comments. Hearing none the Mayor closed the Public Hearing at 6:13 p.m.

IT WAS MOVED by Councillor Gould seconded by Councillor McCormick to hold Second Reading of Amendment to Land Use Bylaw to rezone PID 25360272, 768 Tidnish Head Road, Tidnish Cross Roads from Country Residential to Commercial Recreation at the May 5, 2021 Council session.

**No Objections
MOTION CARRIED**

3. STRATEGIC PRIORITIES ISSUES

3.1 Joint Community Economic Development Strategy

Michelle Byers, Manager of Community Economic Development reviewed the memo included in the meeting material regarding the Cumberland Region 2021-2026 Community Economic Development Strategy. This strategy was jointly developed by the Municipality of the County of Cumberland, the Town of Amherst, The Town of Oxford and the Cumberland Business Connector

IT WAS MOVED by Councillor Gould seconded by Councillor Houghtaling to approve the Cumberland Region 2021-2026 Community Economic Development Strategy.

**No Objections
MOTION CARRIED**

3.2 Pugwash Multipurpose Centre

Michelle Byers, Manager of Community Economic Development gave a brief presentation to bring Council up to date on the Pugwash Multi Purpose Centre project including changes in the estimates of building and operating costs. Council is asked to review the Pugwash Multi Purpose Centre Business Plan in detail and consider the cost implications while preparing the 2021/2022 budget.

4. MAJOR ORGANIZATIONAL ISSUES

There are no Major Organizational Issues for this meeting.

5. ORGANIZATIONAL POLICY/BY-LAW ISSUES

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

A memo from staff was included in the meeting material and provided the background on the request for a Development Agreement for PID 25223686, 14 Chambers Blvd, Parrsboro.

*Attached to these minutes as Appendix A

Conflict Councillor Goodwin declared a conflict of interest and was put on hold to be temporarily removed from the Zoom meeting at 6:28 p.m.

Staff reviewed the background on the request for a Development Agreement for PID 25223686, 14 Chambers Blvd, Parrsboro.



IT WAS MOVED by Councillor Gilroy seconded by Councillor Houghtaling to approve Second Reading of this Development Agreement for PID 25223686, 14 Chambers Blvd, Parrsboro.

**No Objections
MOTION CARRIED**

Councillor Goodwin was readmitted to the meeting at 6:32 p.m.

5.2 Reimbursement Policy for Council and the CAO

IT WAS MOVED by Councillor Joseph seconded by Councillor McCormick to give Notice of Intent to Consider Adoption of the Reimbursement Policy for Council and the CAO at the May 5, 2021 Council meeting.

Municipality of Cumberland Policy 21-01
 Reimbursement Policy for Members of Council
 and Chief Administrative Officer

Title

1. This Policy is entitled the “Reimbursement Policy for Members of Council and Chief Administrative Officer”.

Policy Statement

2. This Policy ensures the appropriate use of municipal funds through the establishment of uniform standards and procedures respecting reimbursement of expenses incurred by Council members and the CAO in relation to business of the Municipality.

Definitions

3. In this Policy, unless the context otherwise requires:
 - 1) “CAO” means the Chief Administrative Officer;
 - 2) “CAO designate” means an employee of the Municipality delegated any of the responsibilities or powers of the CAO pursuant to subsection 29(b) of the *Municipal Government Act*; and
 - 3) “Municipality” means the Municipality of the County of Cumberland.

Signing Authority

4. The following are the Signing Authorities for the positions referred to, and shall be responsible for administering the policy with respect to the individuals in those positions:

Position	Signing Authority
Council Members and Mayor	CAO or designate AND Audit Committee Chair or Vice-Chair
CAO	Mayor or designate AND Audit Committee Chair or Vice-Chair

5. A Signing Authority may designate a second signing authority. The designation of a secondary signing authority shall be in writing and shall state the name and position of the designate.
6. A Signing Authority is prohibited from authorizing expenses incurred on their own behalf.

Individual Responsibilities

7. Everyone who incurs an expense in relation to municipal business is responsible for:
 - 1) Familiarizing themselves and complying with the provisions of this Policy;
 - 2) By April 1 each year signing an acknowledgement document certifying that they have reviewed this policy and sought all clarifications necessary for a complete understanding of its provisions and their responsibilities pursuant to it. Failure to sign this acknowledgement document annually will disqualify the individual from claiming expenses for reimbursement under this policy until the document has been signed for that year;
 - 3) Completing and submitting expense claims with necessary supporting documentation;
 - 4) Exercising reasonable diligence and care in incurring expenses prudently and responsibly; and
 - 5) With respect to travel, cancelling reservations as required, safeguarding travel advances and funds provided, and considering alternatives to travel such as teleconferencing and video conferencing.

Permitted Expenses

8. Subject to and in accordance with this Policy, the following expenses incurred by a member of Council or the CAO are eligible for reimbursement:
 - 1) Authorized travel within Nova Scotia, including transportation, accommodation, and meal costs;
 - 2) Pre-approved out-of-province travel, including transportation, accommodation, and meal costs; and
 - 3) Pre-approved training or continuing education costs.

Authorized Travel

9. Council members shall be reimbursed for the reasonable expenses incurred for attending:
 - 1) Meetings, conferences, or workshops at which the Council member’s attendance is authorized or requested by Council;
 - 2) Any Council or Committee of Council meeting;
 - 3) A meeting of any Board, Commission or other organization to which the Council member has been appointed by Council, except that no reimbursement shall be provided by the Municipality if the Council member is entitled to reimbursement of expenses directly from the applicable organization;
 - 4) If the Mayor or Deputy Mayor are invited to attend a function, meeting or conference on behalf of the Municipality, and if reimbursable expenses are less than \$500, pre-approval by Council will not be required.
 - 5) If a Council member attends a function, meeting or conference on behalf of the Municipality, and if reimbursable expenses are less than \$500, pre-approval by Council will not be required if:
 - a) At the request of the Mayor or Deputy Mayor to attend on their behalf;

- b) At the request of the Mayor or Deputy Mayor to attend as a Council member who has a special interest in, or connection with the subject of the meeting or conference or because of special knowledge and experience of the Council member relative to the subject of the meeting or conference; and
 - 6) At a training or continuing education event in accordance with the provisions of this Policy concerning Council member training and education.
10. The CAO shall be reimbursed for the reasonable expenses pursuant to the CAO's employment agreement.

Out-of-Province Travel Authorization

11. All requests for out-of-province travel shall be made in writing and shall contain the following information:
- 1) The purpose and duration of the trip;
 - 2) The location(s) to be visited;
 - 3) The dates and times of arrival and departure;
 - 4) Any pre-paid transportation, meals, and accommodation; and
 - 5) Any other anticipated expenses.
12. All requests for out-of-province travel by Council members shall be reviewed by the CAO and Mayor, who shall consider the necessity for travel based on information provided.
13. When two or more out-of-province travel requests are made by Council members for the same purpose, Council shall determine the appropriate number of persons necessary to represent the Municipality.
14. All requests for out-of-province travel by the CAO shall be reviewed by the Mayor, who shall follow the same guidelines established for Council members.
15. If a request for out-of-province travel is approved, and the Claimant pays all or some of the expenses for travel, the Claimant will be eligible for reimbursement of those expenses after submitting an expense claim in accordance with this Policy.

Training and Professional Development

16. If the Municipality has established a training and education budget expense item, a member of Council or the CAO may apply to the applicable Signing Authority in advance for approval to incur expenses out of this budget for training or professional development, provided that:
- 1) The request is made in writing, and includes an estimate of all costs that will be incurred, including the course or enrolment fee and all required transportation, accommodation, and meals;
 - 2) The training or education course, meeting or conference, is related to municipal government;
 - 3) The course, meeting or conference is completed prior to the next municipal election date;
 - 4) the budget for Council member and CAO training and education for the year has not been exhausted and would not be exceeded by authorizing the request;
 - 5) the Council member and CAO shall reimburse the Municipality for the cost of all or, alternatively the pro-rated cost of a portion, of any enrollment fees in the event of failure to attend all, or alternatively some, of the event without reasonable justification; and
 - 6) A brief written summary is provided by the Claimant describing the nature and benefits of the training and education at the time of submitting an expense claim for reimbursement. If both applicable Signing Authorities approve an application to incur expenses in relation to training or education, and the Claimant (not the Municipality) pays all or some of the pre-approved expenses, the Claimant will be eligible for reimbursement of those expenses after submitting an expense claim in accordance with this Policy.

Per Diem Meal Allowances

17. For each day or part day that a Council member is travelling outside the Municipality for an authorized purpose, a Council member may claim a meal allowance for each meal for which a cost was incurred. Meals provided free of charge or included in registration fees paid directly by the Municipality are ineligible. The per diem meal allowance for Council members shall be the same as that for staff: \$20 for breakfast, \$20 for lunch, and \$35 for supper. This allowance includes gratuities and taxes. For purposes of this section, the Municipality will not pay breakfast allowance to Council members leaving home after 6:00 am or supper allowance to a Council member arriving home before 6:00 pm. Receipts are required for all meal expenses. Amounts reimbursed will be the lesser of the applicable meal allowance or cost shown on receipt.
18. If on any given day the Council member is attending more than one meeting within the Municipality, and the cost of paying kilometrage for the Council member to go home for a meal and return for a meeting being held later that same day is greater than the meal allowance, a Council member may claim a \$20.00 meal allowance. Receipts are required for all meal expenses.
19. Claimants whose religious beliefs or medical requirements prohibit them from consuming certain foods should be aware that appropriate meals can normally be obtained from caterers, provided that adequate notice of special requirement is given. Should these special dietary requirements negate the ability to participate in a meal that is provided free of cost, and as a result the Claimant must pay for a meal, the Claimant shall be paid a meal allowance for that meal.

Kilometrage

20. The kilometrage allowance reimbursed for Council members using personal vehicles for travel shall be at the rate stipulated from time to time by the Province of Nova Scotia as the maximum.

Where several Council members or the CAO attend the same meeting, conference or function, each shall make reasonable efforts to share a vehicle.

Vehicle Rentals

21. The cost of rental of a vehicle shall be a reimbursable expense in instances where:
- 1) Reasonable ground transportation services such as public transit, taxis, or hotel shuttles are unavailable; or
 - 2) Two or more Council members or the CAO are travelling together, and it is more economical than the combined costs of other reasonable ground transportation.
23. Compact, economical vehicles must be used unless three or more persons are travelling together, the bulk or weight of goods being transported necessitates a larger vehicle, physical limitations of one or more passengers require a larger vehicle, or a compact, economical vehicle is unavailable.

Limits on Reimbursable Expenses

Notwithstanding any other provision of this Policy, the following limits shall apply to reimbursement of expenses:

- 1) A Claimant shall only be reimbursed for the costs that they have incurred;
- 2) The expenses of a Council member for political activity associated with election or re-election is not reimbursable by the Municipality.
- 3) Airplane travel shall be booked by municipal staff or shall only be reimbursed at the lowest rate which would have been available if municipal staff had booked the airfare;
- 4) Hotel accommodations shall not exceed the cost of a standard room, double occupancy, except when hotel accommodation has been booked by municipal staff for out-of-province hotels. Hotel upgrades shall be at the personal expense of the Claimant unless there are ergonomic necessities attributable to physical requirements including, but not limited to, wheelchair accessibility;
- 5) If a Council member chooses to take their personal vehicle in lieu of airplane travel, reimbursement will be based on the lesser of the lowest airfare rate which would have been available had the flight been booked by municipal staff or the kilometrage reimbursement pursuant to section 20;
- 6) Reimbursement for meals shall not exceed the per diem meal amounts set out in this Policy, except in the case of out-of-province travel, in which event Council may authorize reimbursement of meal expenses to a comparable standard;
- 7) Fees, deposits, interest, and surcharges incurred on a personal credit card shall not be reimbursed;
- 8) When personal and municipal travel is combined, only documented expenses directly related to the Municipality's portion are reimbursable. Extended travel time and related expenses are the traveler's own expense;
- 9) Reimbursement shall not be provided for loss of personal effects; for medical and hospital treatment; for purchase of luggage, clothing, and other personal equipment; or for personal services such as shoeshines, valet services, dry-cleaning, laundry, haircuts, and other personal services.
- 10) Hotel accommodations shall be booked by municipal staff;
- 11) Hotel services including room service and video rentals shall not be charged to the room;
- 12) Reimbursement of one personal long-distance phone call, to a maximum of \$15 shall be permitted for each night of overnight travel;
- 13) The cost of any alcoholic beverages shall not be reimbursed;
- 14) A Council member shall not be reimbursed to travel to meetings within the Municipality with constituents, individual electors, and complainants. The expenses incurred in the discharge of these duties are deemed to be included in the Council member's remuneration.

Expense Claims

24. Authorized expense claims must be submitted on the form provided by the Municipality and shall be signed by the Claimant.
25. Receipts or other satisfactory documentary proof must be submitted with the reimbursement claim for all expenses except:
- 1) bridge and highway tolls; and
 - 2) claims for personal vehicle kilometrage.
26. Expenses incurred by a Council member or the CAO on behalf of another individual are not eligible for reimbursement.
27. No expense claim shall be paid unless the claim is first approved for payment by the Signing Authorities who have authority to approve the claim. Before approving an expense claim, a Signing Authority must ensure that:
- 1) The claim is consistent with this Policy;
 - 2) The expenses claimed were necessarily incurred in the performance of municipal business;
 - 3) Appropriate receipts are provided to support the claim, and the claim documentation is appropriately filed;
 - 4) All calculations are correct; and

- 28. In considering an expense claim for payment, a Signing Authority may request additional explanations, documentations, or justification from the Claimant, and may refuse to approve any claim or expense that the Signing Authority decides is unreasonable or not in compliance with this Policy.
- 29. The use of petty cash to pay an expense claim is prohibited.
- 30. If a form requires adjustments, the form will be returned to the Claimant and must be re-authorized prior to reimbursement.

Timeframe

- 31. Expense claims shall be submitted at a minimum on monthly basis.
- 32. Expenses must be submitted and charged to the year in which they occurred. Expenses cannot be carried forward to future years.
- 33. Claimants who charge for goods and services in a fiscal year must have received the goods or services from the vendor in that fiscal year.

Fraud, Misuse, or Misappropriation of Municipal Funds

- 34. Fraudulent irregularly, misuse, or misappropriation of municipal funds may result in disciplinary action up to and including termination of employment.
- 35. Suspicious activity and potential misuse of funds must be reported as per this Policy.

Municipal Reporting Requirements

- 36. Pursuant to section 65A of the *Municipal Government Act*, the CAO shall ensure that the Municipality does the following:
 - 1) Within 90 days of the end of each fiscal quarter, prepares and posts an expense report on the Municipality’s website for the Mayor, CAO (including an employee of the Municipality delegated any of the responsibilities or powers of the CAO pursuant to subsection 29(b) of the *Municipal Government Act*) and each member of Council on their expenses regarding the following:
 - a) Travel and travel related expenses, including transportation, accommodation, and incidentals;
 - b) Meals; and
 - c) Training and professional development.
 - 2) By September 30th of each year, prepares and files with the Minister of Municipal Affairs an annual summary report that summarizes the expense reports for the preceding fiscal year, that is compliant with the requirements of the Department of Municipal Affairs and the requirements set out in the province’s Financial Reporting and Accounting Manual.

Review Requirements

- 37. The Audit Committee shall review the expense annual summary report by October 31st of each year.
- 38. By the January 31st immediately following a regular election held under the *Municipal Elections Act*, Council shall review this Policy and, following a motion by Council, either re-adopt the Policy or amend the Policy and adopt the Policy as amended.
- 39. This Policy is effective upon adoption and replaces any previous Reimbursement for Members of Council Policies.

**No Objections
MOTION CARRIED**

5.3 Repeal of the Springhill Bylaws – First Reading
IT WAS MOVED by Councillor Gould seconded by Councillor Joseph to approve First Reading of the Bylaw to Repeal the following Springhill Bylaws.

Municipality of the County of Cumberland By-Law 21-XX

By-Law to Repeal of Former Town of Springhill By-Laws

- 1. The following By-Laws adopted and in effect in the former Town of Springhill are hereby repealed:
 - 42 T. of Springhill - Amendment to Curfew By-Law 1945
 - #47 T. of Springhill - Amendment to Public Scales and Weighers 1946
 - #48 T. of Springhill – Plebiscite of the Rate Payers 1947
 - #52 T. of Springhill - Amendment to Sheep Protection and Dog Regulation 1950
 - #53 T. of Springhill - Parking Meters 1950
 - #56 T. of Springhill - Parking Meters 1958
 - #57 T. of Springhill – Truckmen 1958
 - #58 T. of Springhill – Unsightly 1958
 - #59 T. of Springhill - Truckmen’s By-Law 1959
 - #60 T. of Springhill - Truckmen’s By-Law 1960
 - #61 T. of Springhill - Destruction of Documents and Records No Longer Required 1962
 - #62 T. of Springhill - Amendment to Truckmen Bylaw 1962
 - #66 T. of Springhill - Amendment to Truckmen Bylaw 1967

- #68 T. of Springhill - Amendment to Truckmen Bylaw 1971
- #70 T. of Springhill - Amendment to Truckmen Bylaw 1974
- #76 T. of Springhill – Instalment Billing Payment 1979

2. This By-law shall come into force upon publication

**No Objections
MOTION CARRIED**

6. BUSINESS ISSUES

6.1 Summer Recreation Supervisors – Budget Approval

A memo from the Manager of Recreation Programs and Services regarding the hiring and budget for the Summer Recreation Supervisors was included in the meeting material.

IT WAS MOVED by Councillor Goodwin seconded by Councillor Joseph to approve the hiring of Summer Recreation Supervisors and the \$28,000 budget needed to cover the cost of wages for these positions.

**No Objections
MOTION CARRIED**

6.2 Parrsboro Lions Recreation Centre

A memo from the Manager of Recreation Programs and Services regarding usage of the Parrsboro Lions Recreation Centre for summer programming was included in the meeting material.

IT WAS MOVED by Councillor McCormick seconded by Councillor Gilroy to approve the budget of \$10,200 to cover the cost of the Municipality renting and utilizing the Parrsboro Lions Recreation Centre for our summer recreation programs.

**No Objections
MOTION CARRIED**

6.3 Tax Sale Update

A memo from the Account Supervisor providing a written update regarding the recent Tax Sale was included in the meeting material and reviewed by Andrew MacDonald, Director of Finance.

6.4 Youth Council

Council discussed the inception of a Youth Council and ask Council to consider establishing one for the Municipality.

IT WAS MOVED by Councillor Houghtaling and seconded by Councillor Gould to create a Youth Council and to have the Policy and Bylaw Committee review the draft Youth Council Policy, make any necessary changes and submit that Policy to Council for approval.

**No Objections
MOTION CARRIED**

6.5 Meeting Times

Council would like discussion on the amendment of our meeting times

IT WAS MOVED by Councillor Porter seconded by Councillor Houghtaling to change the start time for Public Council meetings to 3:30 p.m. with the ability to delay the start time to 4:30 if necessary, and for staff to make the necessary changes to the Meetings and Proceedings of Council Policy for consideration and adoption by Council.

**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 McCormick seconded by Councillor Gilroy the meeting was adjourned at 6:56 p.m.

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.

Development Agreement 14 Chambers Boulevard Parrsboro

- e) A vegetative buffer 1.5m high shall be placed between Main Street and any dwellings.
- f) The setbacks to adjacent properties shall be no less than:
 - i. 8m to Main Street
 - ii. 6m on the south side
 - iii. 6m on the north side; and
 - iv. 6m to the rear of the portion of the property zoned Multi-Unit Residential.
- g) The setbacks between individual dwellings shall be no less than 12m.
- h) Notwithstanding f) and g), a variance of up to 20% may be considered at the discretion of the Development Officer prior to issuance of a Development Permit.
- i) The Property Owner will be considered in default if any of the required landscaping or buffering is not completed within twelve (12) months of the issuance of an Occupancy Permit.

LIGHTING

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

PARKING AND ACCESS

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

SIGNAGE

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

MAINTENANCE

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

SANITARY SEWER AND WATER SERVICES

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

Development Agreement 14 Chambers Boulevard Parrsboro

STORMWATER MANAGEMENT

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

CHANGES AND ALTERATIONS

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

APPLICABILITY OF THE AGREEMENT

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

APPLICABILITY OF THE LAND USE BYLAW AND THE SUBDIVISION BYLAW

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

COMPLIANCE WITH OTHER BY-LAWS AND REGULATIONS

- a) Nothing in this agreement shall exempt or be taken to exempt the Property Owner from general compliance with federal, provincial, and/or municipal statutes, regulations and/or bylaws. This includes complying with other By-laws or Regulations in force with the Municipality, including the Building Code By-law and Subdivision By-law, or from obtaining any Federal, Provincial or Municipal license, permission, permit, authority, or approval required.
- b) The Property Owner shall be responsible for securing all applicable approvals associated with the on-site and off-site servicing systems required to accommodate the development including, but not limited to, sanitary sewer system, water supply system, stormwater sewer and drainage systems and utilities. Such approvals shall be obtained in accordance with all applicable by-laws, standards, policies, and regulations of the Municipality and other approval agencies. All costs associated with the supply and installation of all servicing systems and utilities shall be the responsibility of the Property Owner, unless otherwise agreed upon. All design drawings and information shall be certified by a Professional Engineer or appropriate profession as required by this Agreement or other approval agencies.

CONFLICT

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

COSTS

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

FULL AGREEMENT

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

SEVERABILITY OF PROVISIONS

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

INTERPRETATION

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

BREACH OF TERMS OR CONDITIONS

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

TERMINATION OF AGREEMENT

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

OWNERSHIP

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

Witness

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 ***

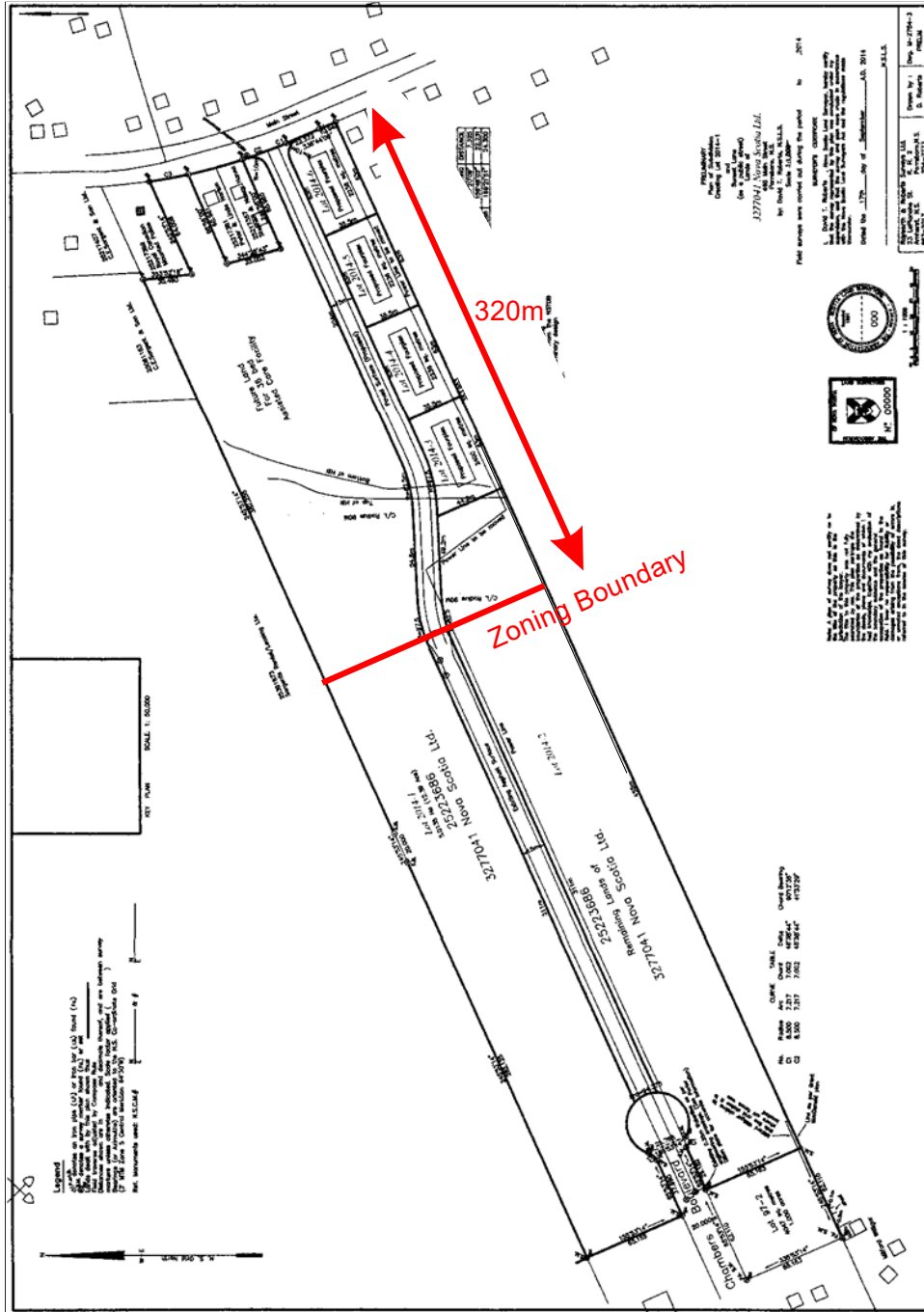
Compliance:

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



Legend

1. All dimensions are given in feet and inches (ft/in) unless otherwise noted.

2. All bearings are given in degrees, minutes and seconds (D/M/S).

3. All bearings are given in the form of N/S/E/W of a bearing line.

4. All bearings are given in the form of N/S/E/W of a bearing line.

5. All bearings are given in the form of N/S/E/W of a bearing line.

6. All bearings are given in the form of N/S/E/W of a bearing line.

7. All bearings are given in the form of N/S/E/W of a bearing line.

8. All bearings are given in the form of N/S/E/W of a bearing line.

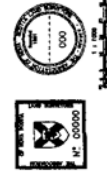
9. All bearings are given in the form of N/S/E/W of a bearing line.

10. All bearings are given in the form of N/S/E/W of a bearing line.

SCALE 1:10,000

N. 0° 0' 0" W. 100.000'

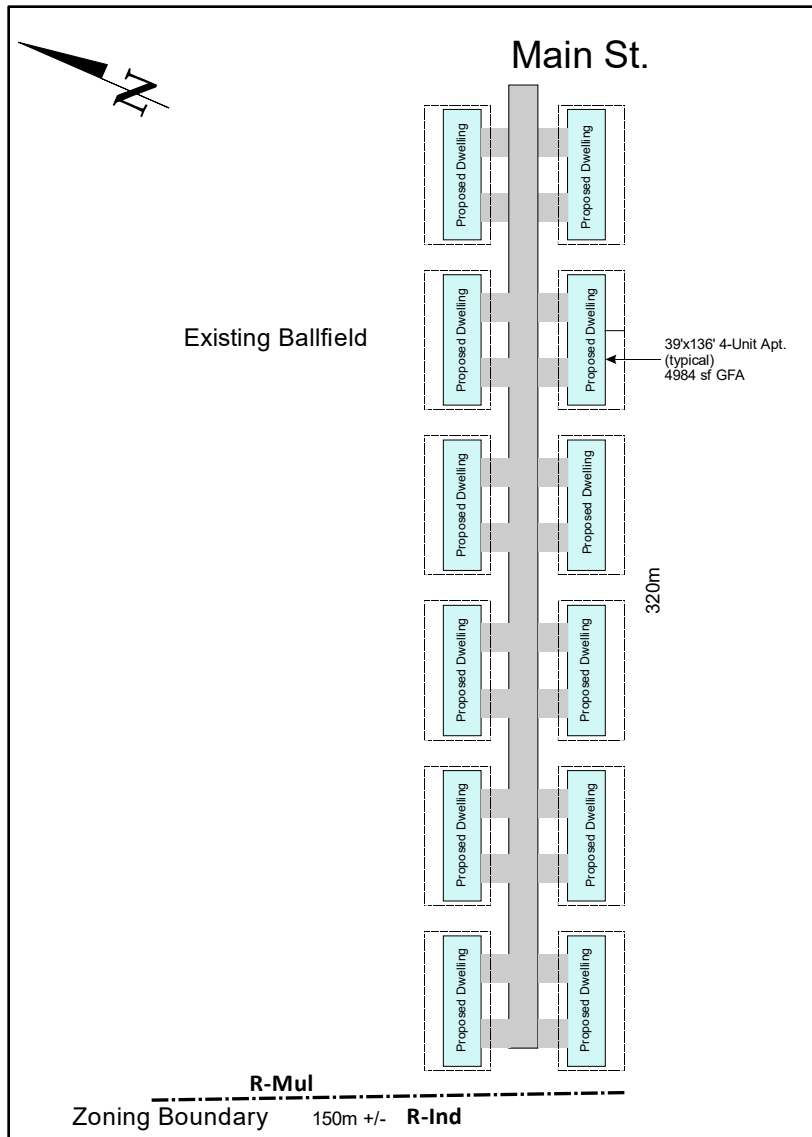
1377941 NORD SCORG LTD
 For Development of 14 Chambers Boulevard
 Parrsboro, NS
 Date of Survey: 2014
 Date of Plan: 2014



COMP.	AREA	PERCENT	DATE
1	100.00	100.00	2014
2	100.00	100.00	2014
3	100.00	100.00	2014
4	100.00	100.00	2014
5	100.00	100.00	2014
6	100.00	100.00	2014
7	100.00	100.00	2014
8	100.00	100.00	2014
9	100.00	100.00	2014
10	100.00	100.00	2014

Development Agreement Schedule C

Site Plan



Schedule D

Building Elevation

