



**City of Saint John  
Common Council Meeting  
AGENDA**

Monday, December 17, 2018

6:00 pm

Council Chamber

Please use Chipman Hill entrance

S'il vous plaît utiliser l'entrée Chipman Hill

Si vous avez besoin des services en français pour une réunion de Conseil communal, veuillez contacter le bureau du greffier communal au 658-2862.

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<b>17.</b>	<b>Committee of the Whole</b>	
<b>18.</b>	<b>Adjournment</b>	



**City of Saint John  
Common Council Meeting  
Monday, December 17, 2018**

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**Committee of the Whole**

**1. Call to Order**

Si vous avez besoin des services en français pour une réunion de Conseil communal, veuillez contacter le bureau du greffier communal au 658-2862.

Each of the following items, either in whole or in part, is able to be discussed in private pursuant to the provisions of subsection 10.(2)(4) of the Municipalities Act and Council / Committee will make a decision(s) in that respect in Open Session:

**5:00 p.m., 8<sup>th</sup> Floor Boardroom, City Hall**

- 1.1 Approval of Minutes 68(1)
- 1.2 Financial Matter 68(1)(c)



**Ville de Saint John  
Séance du conseil communal  
Lundi 17 décembre 2018  
18 h, Salle du conseil**

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**Comité plénier**

**1. Ouverture de la séance**

Si vous souhaitez obtenir des services en français pour une séance du conseil communal, veuillez communiquer avec le bureau du greffier communal au 658-2862.

Chacun des points suivants, en totalité ou en partie, peut faire l'objet d'une discussion en privé en vertu des dispositions prévues à l'article 10 de la *Loi sur les municipalités*. Le conseil/comité prendra une ou des décisions à cet égard au cours de la séance publique :

**17 h – Salle de conférence, 8<sup>e</sup> étage, hôtel de ville**

- 1.1 Approbation du procès-verbal – paragraphe 68(1)
- 1.2 Question financière – alinéa 68(1)c)

**Séance ordinaire**

**1. Ouverture de la séance**

**2. Approbation du procès-verbal**

- 2.1 Procès-verbal du 3 décembre 2018

**3. Approbation de l'ordre du jour**

**4. Divulgations de conflits d'intérêts**

**5. Questions soumises à l'approbation du conseil**

- 5.1 Bulletin d'hiver 2018 de l'Association des cités du Nouveau-Brunswick (recommandation : accepter à titre informatif)
- 5.2 K. Nixon : Lampadaires (recommandation : accepter à titre informatif)
- 5.3 NCSM Brunswicker – Demande de présentation devant le conseil (recommandation : transmettre au greffier pour qu'une date de présentation soit fixée)
- 5.4 Directeur général par intérim (recommandation figurant au rapport)

- 5.5 Date proposée de la tenue d'une audience publique relativement au 3700, chemin King William, au 1350, chemin Hickey et au 93, chemin Loch Lomond (recommandation figurant au rapport)
- 5.6 Approbation municipale du permis pour l'événement spécial Winter Love SJ (recommandation figurant au rapport)
- 5.7 Sélection des subventions communautaires de 2019 (recommandation figurant au rapport)
- 5.8 Servitudes proposées pour services du gouvernement local – 147, avenue Lansdowne (recommandation figurant au rapport)
- 5.9 Entente relative au service d'impression conclue avec Saint John Energy (recommandation figurant au rapport)
- 5.10 Servitude proposée en faveur de la Ville de Saint John – Lotissement de Développement Saint John Inc., place Galbraith (recommandation figurant au rapport)
- 5.11 Convention d'affiliation de l'Institut canadien sur la cybersécurité (recommandation figurant au rapport)
- 5.12 Acquisition de la flotte de remplacement – décembre 2018 (recommandation figurant au rapport)

## **6. Commentaires présentés par les membres**

## **7. Proclamation**

## **8. Délégations et présentations**

- 8.1 Allée Yacht Haven
- 8.2 Winter Love SJ

## **9. Audiences publiques – 18 h 30**

## **10. Étude des arrêtés municipaux**

- 10.1 Présentation publique relative au projet de modification du plan d'aménagement visant le 179-185, chemin Golden Grove
- 10.2 Modification de l'Arrêté concernant la contribution pour l'amélioration des affaires (première et deuxième lectures)
- 10.3 Arrêté relatif aux salaires des membres du conseil communal (troisième lecture)
- 10.4 105, rue Prince Edward – Modification de l'Arrêté de zonage conformément aux conditions imposées par l'article 59 (troisième lecture)

- 10.5 4, rue Second – Modification de l'Arrêté de zonage conformément aux conditions imposées par l'article 59 (troisième lecture)

**11. Interventions des membres du conseil**

- 11.1 New Brunswick International Student Program (NBISP)  
(conseiller Norton)

**12. Affaires municipales évoquées par les fonctionnaires municipaux**

- 12.1 Budget de fonctionnement général de 2019

**13. Rapports déposés par les comités**

- 13.1 Comité des finances : Réserves
- 13.2 Comité des finances : Fonds de réserve pour l'installation de la Commission des transports
- 13.3 Comité des finances : Immeuble administratif de la Garde côtière

**14. Étude des sujets écartés des questions soumises à l'approbation du conseil**

**15. Correspondance générale**

**16. Ordre du jour supplémentaire**

**17. Comité plénier**

**18. Levée de la séance**



The City of Saint John

MINUTES – REGULAR MEETING  
COMMON COUNCIL OF THE CITY OF SAINT JOHN  
DECEMBER 3, 2018 AT 6:00 PM  
IN THE COUNCIL CHAMBER

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Present: Mayor Don Darling  
Deputy Mayor Shirley McAlary  
Councillor-at-Large Gary Sullivan  
Councillor Ward 1 Blake Armstrong  
Councillor Ward 2 Sean Casey  
Councillor Ward 2 John MacKenzie  
Councillor Ward 3 Donna Reardon  
Councillor Ward 4 David Merrithew  
Councillor Ward 4 Ray Strowbridge

Absent: Councillor Ward 1 Greg Norton

Also Present: N. Jacobsen Acting City Manager  
Commissioner Growth and Community Development J. Hamilton  
Fire Chief K. Clifford  
City Solicitor J. Nugent  
Commissioner of Finance and Treasurer K. Fudge  
Commissioner of Transportation and Environment M. Hugenholtz  
Commissioner of Saint John Water B. McGovern  
Deputy Commissioner Transportation and Environment T. O'Reilly  
Deputy Commissioner Growth and Community Development A. Poffenroth  
Common Clerk J. Taylor  
Deputy Common Clerk P. Anglin

**1. Call to Order**

**2. Approval of Minutes**

**2.1 Minutes of November 19, 2018**

Moved by Councillor MacKenzie, seconded by Deputy Mayor McAlary:

RESOLVED that the minutes of the meeting of Common Council, held on November 19, 2018, be approved.

MOTION CARRIED.

**3. Approval of Agenda**

Moved by Councillor MacKenzie, seconded by Deputy Mayor McAlary:

RESOLVED that the agenda of this meeting be approved with the addition of items:

- 17.1 City Manager Position
- 17.2 Voluntary Severance Agreement
- 17.3 Freedom of the City for Friars Sisters
- 17.4 Appointment to Police Commission
- 17.5 Lease of City Hall Premises

MOTION CARRIED.

Moved by Deputy Mayor McAlary, seconded by Councillor Merrithew:

RESOLVED that item 17.1 City Manager Position be moved forward on the agenda.

MOTION CARRIED.

**17.1 City Manager Position**

Moved by Councillor Sullivan, seconded by Deputy Mayor McAlary:

RESOLVED that as recommended by the Committee of the Whole having met on December 3, 2018, Common Council approve that Mr. Jean Claude (John) Collin be appointed to the position of City Manager of the City of Saint John pursuant to section 71(2) of the *Local Governance Act* (S.N.B. 2017 c. 18) and the *City of Saint John Government Act* (S.N.B. 2012 c. 51) with such appointment being upon the terms and conditions set out in the correspondence addressed to Mr. Collin and dated the 27<sup>th</sup> day of November, 2018, a copy of which was submitted to Common Council by the Committee of the Whole on Monday December 3, 2018.

MOTION CARRIED UNANIMOUSLY.

The Mayor commented on the recruitment process and the leadership qualities of the successful candidate, Jean Claude (John) Collin.

**4. Disclosures of Conflict of Interest**

**5. Consent Agenda**

5.1 That the letter from Elections NB – Acknowledgement of Council Vacancy be received for information.

5.2 That as recommended by the City Manager in the submitted report *M&C 2018-315: Cleanup of Unsightly Property at 94 and 96 Woodhaven Drive*, Common Council direct one or more of the Officers appointed and designated by Council for the enforcement of the *Saint John Unsightly Premises and Dangerous Buildings and Structures By-law*, to arrange for the cleanup of the property at 94 and 96 Woodhaven Drive, PID# 00370288.

5.3 That as recommended by the City Manager in the submitted report *M&C 2018-333: Tender Call 2018-084201T: Biosolids Receiving & Processing - Millidgeville and Eastern Wastewater Treatment Plants*, the contract be awarded to Envirem Organic Inc. at the tendered price of \$51.00 per tonne (including HST), resulting in a total yearly value of approximately \$200,000 (including HST) as calculated based upon historic biosolids production.

5.4 That as recommended by the City Manager in the submitted report *2018-331: Geographic Information Systems Enterprise Upgrade*, the City enter into a Service Request Agreement with Esri Canada Limited, for a maximum of \$13,145 (plus applicable taxes) and further that the Mayor and Common Clerk be authorized to execute the Service Request Agreement in the form already approved by the Legal Department as well as the Consulting Service Request Order.

5.5 That the Winter Love SJ – Request to Present be referred to the City Manager to assist in facilitating the event and referred to the Common Clerk to schedule a presentation.

5.6 That as recommended by the City Manager in the submitted report *M&C 2018-341: Additional Authorized Users on the Trunked Mobile Radio System*, the Mayor and Common Clerk be authorized to execute the *Letter of Agreement with Additional Authorized User (AUU)* as required by the Province of New Brunswick in order to use the New Brunswick Trunked Mobile Radio System.

5.7 That as recommended by the City Manager in the submitted report *M&C 2018-342: Coast Guard Administration Building Interim Use*, Common Council direct the Mayor and Common Clerk to execute the submitted agreement; and further that the

City hereby grants permission to the RCMP to occupy at no cost, the building, referred to as the former Coast Guard Administration Building located on Water Street in Saint John, and the adjacent parking area, for the purpose of the RCMP's conducting such training as it determines for its members and members of the Saint John Police Force, within the said building, during the following times: December 4-6, 2018 inclusive and January 22-24, 2019 inclusive.

5.8 That as recommended by the City Manager in the submitted report *M&C 2018-338: Acquisition of PID No. 55159677 off McAllister Drive from Scottish Enterprises Ltd.*, Common Council adopt the following resolution:

1. The City of Saint John accept the transfer of PID No. 55159677 from Scottish Enterprises Ltd. for \$1.00 plus normal adjustments and administrative fees associated with the land transfer, and to pay \$500.00, inclusive of HST (if applicable) for the vendor's legal costs associated with said transfer; and
2. That the Mayor and Common Clerk be authorized to execute any document(s) necessary to finalize this transaction.

5.9 That as recommended by the City Manager in the submitted report *M&C 2018-334: Agreement Public Sector Digest Inc.*, Common Council authorize the Mayor and Common Clerk to sign the submitted agreement with Public Sector Digest Inc.

5.10 That as recommended by the City Manager in the submitted report *M&C 2018-348: Business Improvement Area 2019 Budget*, the 2019 Association Budget for the Business Improvement Area be received for information and that advertising be authorized for setting January 14, 2019 as the date for Council to consider approving the budget.

5.11 That as recommended by the City Manager in the submitted report *M&C 2018-349: Award of Design and Project Management Services for City Hall Relocation*, the City engage TOSS Solutions to complete the detailed design and provide project management services required for the relocation of City Hall to new space at 15 Market Square in an amount up to \$257,077.80 plus HST (fixed cost) and that the Mayor and Common Clerk be authorized to execute the appropriate documentation in that regard.

5.12 That as recommended by the City Manager in the submitted report *M&C 2018-345: Revision to Purchase of Self-Contained Breathing Apparatus for Saint John Fire Department*, Common Council authorize the City to enter into the appropriate Lease Agreement with Royal Bank of Canada in accordance with the anticipated operation of the proposal submitted by Mic Mac Fire and Safety Source Ltd. at an annual cost of \$81,070 plus HST over a ten year period; and further, that the Mayor and Common Clerk be authorized to execute the necessary documents; and,

BE IT FURTHER RESOLVED, that the previous resolution in this matter be rescinded.

Moved by Deputy Mayor McAlary, seconded by Councillor MacKenzie:

RESOLVED that the recommendation set out in each consent agenda item respectively, be adopted.

MOTION CARRIED UNANIMOUSLY.

**6. Members Comments**

Council members commented on various community events.

**7. Proclamations**

**8. Delegations/Presentations**

**8.1 Saint John Ability Advisory Committee**

Referring to the submitted report entitled *Saint John Ability Advisory Committee*, the Committee Executives, Wanda Berrette – Chair; Marisa Misner – Vice Chair and Greg Cutler - City Liaison presented the initiatives to make the City a more inclusive place to live, work and play. Accessibility issues in buildings, transit, roads and sidewalks, public safety, human resources and recreation were addressed.

Moved by Councillor MacKenzie, seconded by Deputy Mayor McAlary:

RESOLVED that the submitted report entitled *Saint John Ability Advisory Committee* be received for information.

MOTION CARRIED.

**9. Public Hearings 6:30 PM**

**9.1 Staff Presentation and Planning Advisory Committee report recommending Zoning Bylaw Amendment – 105 Prince Edward Street**

**9.1.1 1<sup>st</sup> and 2<sup>nd</sup> Reading**

The Common Clerk advised that the necessary advertising was completed with regard to amending Schedule A, the Zoning Map of The City of Saint John, by re-zoning a parcel of land having an area of approximately 316 square metres, located at 105 Prince Edward Street, also identified as PID Numbers 00012450 and 55122162, from Mixed Commercial (CM) to General Commercial (CG) with no objections being received.

Consideration was also given to a report from the Planning Advisory Committee submitting a copy of Planning staff's report considered at its November 20, 2018

meeting at which the Committee recommended the rezoning of a parcel of land located at 105 Prince Edward Street as described above, with Section 59 conditions.

The Mayor called for members of the public to speak against the re-zoning with no one presenting.

The Mayor called for members of the public to speak in favour of the re-zoning with no one presenting.

Moved by Deputy Mayor McAlary, seconded by Councillor MacKenzie:

RESOLVED that the by-law entitled, "A Law to Amend the Zoning By-Law of The City of Saint John" amending Schedule A, the Zoning Map of The City of Saint John, by re-zoning a parcel of land having an area of approximately 316 square metres, located at 105 Prince Edward Street, also identified as PID Numbers 00012450 and 55122162, from Mixed Commercial (CM) to General Commercial (CG), be read a first time.

MOTION CARRIED.

Read a first time by title, the by-law entitled, "A Law to Amend the Zoning By-Law of The City of Saint John".

Moved by Deputy Mayor McAlary, seconded by Councillor MacKenzie:

RESOLVED that the by-law entitled, "A Law to Amend the Zoning By-Law of The City of Saint John" amending Schedule A, the Zoning Map of The City of Saint John, by re-zoning a parcel of land having an area of approximately 316 square metres, located at 105 Prince Edward Street, also identified as PID Numbers 00012450 and 55122162, from Mixed Commercial (CM) to General Commercial (CG), be read a second time.

MOTION CARRIED.

Read a second time by title, the by-law entitled, "A Law to Amend the Zoning By-Law of The City of Saint John".

9.2 Staff Presentation and Planning Advisory Committee report recommending Zoning Bylaw Amendment – 4 Second Street

9.2.1 1<sup>st</sup> and 2<sup>nd</sup> Reading

The Common Clerk advised that the necessary advertising was completed with regard to amending Schedule A, the Zoning Map of The City of Saint John, by re-zoning a parcel of land having an area of approximately 1072 square metres, located at 4 Second Street, also identified as PID Number 00026849 from Neighbourhood Community Facility (CFN) to Low Rise Residential (RL), with no objections being received.

Consideration was also given to a report from the Planning Advisory Committee submitting a copy of Planning staff's report considered at its November 20, 2018 meeting at which the Committee recommended the rezoning of a parcel of land located at 4 Second Street as described above, with Section 59 conditions.

The Mayor called for members of the public to speak against the re-zoning with no one presenting.

The Mayor called for members of the public to speak in favour of the re-zoning with Michael Saunders, the applicant presenting.

Moved by Deputy Mayor McAlary, seconded by Councillor Merrithew:

RESOLVED that the by-law entitled, "A Law to Amend the Zoning By-Law of The City of Saint John", amending Schedule A, the Zoning Map of The City of Saint John, by rezoning a parcel of land having an area of approximately 1072 square metres, located at 4 Second Street, also identified as PID Number 00026849 from Neighbourhood Community Facility (CFN) to Low Rise Residential (RL), be read a first time.

MOTION CARRIED.

Read a first time by title, the by-law entitled, "A Law to Amend the Zoning By-Law of The City of Saint John".

Moved by Deputy Mayor McAlary, seconded by Councillor Merrithew:

RESOLVED that the by-law entitled, "A Law to Amend the Zoning By-Law of The City of Saint John", amending Schedule A, the Zoning Map of The City of Saint John, by rezoning a parcel of land having an area of approximately 1072 square metres, located at 4 Second Street, also identified as PID Number 00026849 from Neighbourhood Community Facility (CFN) to Low Rise Residential (RL), be read a second time.

MOTION CARRIED.

Read a second time by title, the by-law entitled, "A Law to Amend the Zoning By-Law of The City of Saint John".

Councillor Armstrong withdrew from the meeting.

### 9.3 Staff Presentation and Planning Advisory Committee report recommending Section 59 Amendment – 915 Red Head Road

The Common Clerk advised that the necessary advertising was completed with regard to the proposed Section 59 Amendment, amending the agreement dated May 15, 1990 and the Section 59 conditions imposed on the May 7, 1990 rezoning of the property

located at 915 Red Head Road, also identified as PID Number 00338350, to discharge existing Section 59 conditions that limit the use of the property, with no written objections received.

Andy Reid, City Planner, provided a staff report recommending the discharge of the existing Section 59 conditions. Consideration was also given to a report from the Planning Advisory Committee submitting a copy of Planning staff's report considered at its November 20, 2018 meeting at which the Committee recommended the discharge of the existing Section 59 conditions.

The Mayor called for members of the public to speak against the proposed amendment with no one presenting.

The Mayor called for members of the public to speak in favour of the proposed amendment with Don Merzetti, the applicant presenting.

Moved by Councillor Merrithew, seconded by Councillor Reardon:

RESOLVED that Common Council, pursuant to the provisions of Section 59 of the Community Planning Act (SNB 2017, c.19), hereby discharges the agreement dated the 15th day of May, 1990 between Peter J. Scholten and the City of Saint John, respecting the property identified in the said agreement by LRIS number 00338350 (the Land) and which agreement was made pursuant to the provisions of Section 39 of the Community Planning Act in effect at that time (RSNB 1973 as amended).

MOTION CARRIED.

## **10. Consideration of By-laws**

### **10.1 A Law to Amend a By-Law respecting Water and Sewerage re: Bylaw Enforcement (3<sup>rd</sup> Reading)**

Moved by Deputy Mayor McAlary, seconded by Councillor Reardon:

RESOLVED that the bylaw entitled, "By-Law Number M-16, A Law to Amend a By-Law respecting Water and Sewerage", by amending Section 1 to introduce a definition of "By-Law Enforcement Officers" for the purposes of enforcement of the by-law under the Local Governance Act; and repealing and replacing Section 50 related to fines upon conviction of an offence, be read.

MOTION CARRIED.

In accordance with the *Local Governance Act* sub-section 15(3) the by-law entitled, "By-Law Number M-16, A Law to Amend a By-Law respecting Water and Sewerage" instead of being read in its entirety was read in summary as follows:

“The amendment introduces a definition of “By-Law Enforcement Officers” for the purposes of enforcement of the by-law under the Local Governance Act, and amends the enforcement section of the by-law by adding a provision that allows a fine to be multiplied by the number of days an offence continues.”

Moved by Deputy Mayor McAlary, seconded by Councillor Reardon:

RESOLVED that the bylaw entitled, “By-Law Number M-16, A Law to Amend a By-Law respecting Water and Sewerage”, by amending Section 1 to introduce a definition of “By-Law Enforcement Officers” for the purposes of enforcement of the by-law under the Local Governance Act; and repealing and replacing Section 50 related to fines upon conviction of an offence, be read a third time, enacted, and the Corporate Common Seal affixed thereto.

MOTION CARRIED.

Read a third time by title, the by-law entitled, “By-Law Number M-16, A Law to Amend a By-Law respecting Water and Sewerage.”

#### 10.2 Council Salary Adjustment and By-Law Update (1<sup>st</sup> and 2<sup>nd</sup> Reading)

Consideration was given to a submitted report entitled, “Council Salary Adjustment and By-Law Update.”

Moved by Deputy Mayor McAlary, seconded by Councillor Reardon:

RESOLVED that the by-law entitled, “By-Law Number L.G.-1, A By-Law to Provide for Salaries to the Members of the Common Council of The City of Saint John”, be read a first time.

MOTION CARRIED with Councillors Casey and Sullivan voting nay.

Read a first time by title, the by-law entitled, “By-Law Number L.G.-1, A By-Law to Provide for Salaries to the Members of the Common Council of The City of Saint John.”

Moved by Deputy Mayor McAlary, seconded by Councillor Reardon:

RESOLVED that the by-law entitled, “By-Law Number L.G.-1, A By-Law to Provide for Salaries to the Members of the Common Council of The City of Saint John”, be read a second time.

MOTION CARRIED with Councillors Casey and Sullivan voting nay.

Read a second time by title, the by-law entitled, “By-Law Number L.G.-1, A By-Law to Provide for Salaries to the Members of the Common Council of The City of Saint John.”

**11. Submissions by Council Members**

**12. Business Matters - Municipal Officers**

**12.1 Demolition of Vacant, Dilapidated and Dangerous Building at 13-15 Albert Street (PID 374777)**

R. Van Wart provided Council with the staff recommendation to demolish the property.

The Mayor read the cautionary statement as follows:

“The information which has been provided in the Council Kit includes the report of the Building Inspector stating that the building located at 13-15 Albert Street (PID 374777) is a hazard to the safety of the public by virtue of its being, amongst other things, dilapidated or structurally unsound. Is there present an owner, including anyone holding any encumbrance upon this property, who wishes to present evidence to the contrary, i.e. that the building is structurally sound and not dilapidated?”

No one came forward to present evidence that the building is structurally sound and not dilapidated.

Moved by Councillor Strowbridge, seconded by Councillor Reardon:

RESOLVED that as recommended by the City Manager in the submitted report *M&C 2018-335: Demolition of Vacant, Dilapidated and Dangerous Building at 13-15 Albert Street (PID 374777)*, Common Council approve the following:

RESOLVED that the building located at 13-15 Albert Street (PID #374777), is to be demolished as it has become a hazard to the safety of the public by reason of dilapidation; and,

BE IT FURTHER RESOLVED, that said building is to be demolished as it has become a hazard to the safety of the public by reason of unsoundness of structural strength; and,

BE IT FURTHER RESOLVED, that one or more by-law enforcement officers appointed and designated under the *Saint John Unsightly Premises and Dangerous Buildings and Structures By-Law* are hereby authorized to arrange for the demolition, in accordance with the applicable City purchasing policies.

MOTION CARRIED.

**12.2 Demolition of Vacant, Dilapidated and Dangerous Building at 120 Main Street (PID# 374165)**

R. Van Wart provided Council with the staff recommendation to demolish the property.

The Mayor read the cautionary statement as follows:

“The information which has been provided in the Council Kit includes the report of the Building Inspector stating that the building located at 120 Main Street (PID# 374165) is a hazard to the safety of the public by virtue of its being, amongst other things, dilapidated or structurally unsound. Is there present an owner, including anyone holding any encumbrance upon this property, who wishes to present evidence to the contrary, i.e. that the building is structurally sound and not dilapidated?”

No one came forward to present evidence that the building is structurally sound and not dilapidated.

Moved by Councillor MacKenzie, seconded by Deputy Mayor McAlary:

RESOLVED that as recommended by the City Manager in the submitted report *M&C 2018-336: Demolition of Vacant, Dilapidated and Dangerous Building at 120 Main Street (PID 374165)*, Common Council approve the following:

RESOLVED that the building located at 120 Main Street (PID # 374165), is to be demolished as it has become a hazard to the safety of the public by reason of dilapidation; and,

BE IT FURTHER RESOLVED, that said building is to be demolished as it has become a hazard to the safety of the public by reason of unsoundness of structural strength; and,

BE IT FURTHER RESOLVED, that one or more by-law enforcement officers appointed and designated under the *Saint John Unsightly Premises and Dangerous Buildings and Structures By-Law* are hereby authorized to arrange for the demolition, in accordance with the applicable City purchasing policies.

MOTION CARRIED.

### 12.3 Demolition of Vacant, Dilapidated and Dangerous Building at 131 Victoria Street (PID# 376103)

R. Van Wart provided Council the staff recommendation to demolish the property.

The Mayor read the cautionary statement as follows:

“The information which has been provided in the Council Kit includes the report of the Building Inspector stating that the building located at 131 Victoria Street (PID# 376103) is a hazard to the safety of the public by virtue of its being, amongst other things, dilapidated or structurally unsound. Is there present an owner, including anyone

holding any encumbrance upon this property, who wishes to present evidence to the contrary, i.e. that the building is structurally sound and not dilapidated?"

No one came forward to present evidence that the building is structurally sound and not dilapidated.

Moved by Deputy Mayor McAlary, seconded by Councillor MacKenzie:

RESOLVED that as recommended by the City Manager in the submitted report *M&C 2018-337: Demolition of Vacant, Dilapidated and Dangerous Building at 131 Victoria Street (PID 376103)*, Common Council approve the following:

RESOLVED that the building located at 131 Victoria Street (PID # 376103), is to be demolished as it has become a hazard to the safety of the public by reason of dilapidation; and,

BE IT FURTHER RESOLVED, that said building is be demolished as it has become a hazard to the safety of the public by reason of unsoundness of structural strength; and,

BE IT FURTHER RESOLVED, that one of more by-law enforcement officers appointed and designated under the *Saint John Unsightly Premises and Dangerous Buildings and Structures By-Law* are hereby authorized to arrange for the demolition, in accordance with the applicable City purchasing policies.

MOTION CARRIED.

Councillor Armstrong re-entered the meeting.

#### 12.4 MoveSJ Phase 2

Referring to the submitted report entitled *Move SJ Phase 2* T. O'Reilly provided the context of the comprehensive strategy.

Moved by Deputy Mayor McAlary, seconded by Councillor MacKenzie:

RESOLVED that as recommended by the City Manager in the submitted report *M&C 2018-232: MoveSJ Phase 2*, Common Council adopt the Pedestrian, Parking, Transit, Goods Movement and Travel Demand Model Strategies presented in Phase 2 of the Transportation Strategic Plan MoveSJ.

MOTION CARRIED.

### **13. Committee Reports**

### **14. Consideration of Issues Separated from Consent Agenda**

**15. General Correspondence**

**16. Supplemental Agenda**

**17. Committee of the Whole**

**17.2 Voluntary Severance Agreement**

MOVED by Deputy Mayor McAlary, seconded by Councillor Reardon:

RESOLVED that as recommended in the report *M&C 2018-340* submitted to the December 3, 2018 Committee of the Whole closed session, Common Council authorize the Commissioner of Finance to make payment of Voluntary Severance to the individual identified by Employee XXXX in an amount equal to the gross amount of Fifty Thousand Dollars (\$50,000) less applicable statutory and other deductions, with such payment being further conditional upon the receipt of the executed Separation Agreement and Schedules thereto, as attached to a report to Committee of the Whole of Common Council respecting this matter, dated November 28, 2018; and,

BE IT FURTHER RESOLVED that Committee of the Whole recommend to Common Council that the Mayor and Common Clerk be authorized to execute the aforementioned Settlement Agreement.

MOTION CARRIED.

**17.3 Freedom of the City for Friars Sisters**

MOVED by Councillor MacKenzie, seconded by Deputy Mayor McAlary:

RESOLVED that as recommended by the Committee of the Whole having met on December 3, 2018, Common Council confer the honour of Freedom of the City to the Friars Sisters: Tracy Friars, Darlene Friars, Barbara Walker, Heather Stilwell, Bette Vincent, Wendy Youden, Jane Dalton, and Lynn MacDonald in recognition to their significant contribution to the City of Saint John.

MOTION CARRIED UNANIMOUSLY.

**17.4 Appointment to Police Commission**

MOVED by Councillor Sullivan, seconded by Deputy Mayor McAlary:

RESOLVED that as recommended by the Committee of the Whole having met on December 3, 2018 Common Council make the following appointment to a committee:

**Saint John Board of Police Commissioners:** Douglas Jones be appointed to the Saint John Board of Police Commissioners for a three year term from December 3, 2018 to December 3, 2021.

MOTION CARRIED.

17.5 Lease of City Hall Premises

MOVED by Councillor MacKenzie, seconded by Councillor Armstrong:

RESOLVED that as recommended by the Committee of the Whole having met on December 3, 2018 Common Council approve the Lease Amendment Agreement (“LAA”) as well as the Amendment to the Lease Amendment Agreement (“Amendment to LAA”) between 703732 N.B. Ltd. as Landlord and The City of Saint John as Tenant; and further that the Mayor and Common Clerk be authorized to execute each of those documents.

MOTION CARRIED.

**18. Adjournment**

Moved by Councillor Sullivan, seconded by Deputy Mayor McAlary:

RESOLVED that the meeting of Common Council held on December 3, 2018, be adjourned.

MOTION CARRIED.

The Mayor declared the meeting adjourned at 8:41 p.m.

### President's Message: Adam Lordon



As the year comes to a close on the heels of our successful AGM in Miramichi, our association will enter 2019 with a strong focus on our shared priorities, and a plan to work collaboratively with the other municipal associations and the provincial government to create meaningful change in the policy areas we've identified. We will also continue to work together at both the mayor and Councils and staff levels to develop proposed solutions to bring to the PMC table.

We have had a year of building and creating awareness on our issues. We have "set the table" and established a dialogue on the issues we want to discuss. With a new provincial government now in place, we can expect the next year to see our reforms beginning to happen from securing our share of the Cannabis Excise Tax and a Hotel Levy, to the beginning of a broader review of our municipal tax system.

Thank you to each of you for your hard work and commitment to our efforts.

Merry Christmas and Happy Holidays to you and yours.



### Upcoming Events

- Provincial-Municipal Council, Winter 2018 (TBD)
- FCM meetings, March 12-15, 2019, City of Penticton, BC

### Public Awareness Campaign- "Strong Cities Strong Province"

During the 2018 Provincial Election Campaign, the Cities of NB Association launched a public awareness campaign to highlight some key issues facing NB's cities. The objective of the campaign was not only to educate the public on important municipal issues, but also to urge all provincial parties to commit to reviewing key issues including:

- 1) The implementation of a fair property tax system
- 2) A review of the provincial arbitration legislation
- 3) A review of current impediments on cities from generating non-tax revenue
- 4) A review of the implementation of a hotel levy
- 5) A review of the municipal sharing percentage for cannabis revenue.

According to the responses to the survey, all parties agreed that our cities have an important role to play when it comes to economic growth, job creation, investments and skilled immigrant attraction.

As of November 9<sup>th</sup>, the honourable Blaine Higgs became the new Premier of NB. The Association is encouraged to hear Mr. Higgs speak about the importance of the provinces Cities in leading the way towards growth and prosperity during the campaign,

including addressing several of our priority issues directly by signaling his willingness to work together on reforms.

As an Association we have recently also added **Immigration** as a priority issue to reflect its essential role in helping address the demographic and labour shortage challenge our province faces. The next steps will hopefully include a meeting with the Premier and members of the Cabinet and staff to review our priorities.

## 2018 Annual Conference

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On October 27<sup>th</sup>, 2018 – Mayors, Councillors and City Managers of the 8 Cities of NB met in Miramichi to discuss and develop a strategic plan that is needed to grow our cities and our province and to ensure continued prosperity for all New Brunswickers.

The discussions that took place amongst the City leaders was to further develop our proposed solutions to the key challenges facing our cities, and to ensure that citizens and the provincial governments are all aware of the issues facing our cities and the impact our cities have on the future success of our province.

Key Issues Facing NB Cities: (examples)

Property Tax	<ul style="list-style-type: none"> <li>• Definitions and classifications of buildings</li> <li>• Non-owner occupied</li> <li>• Industrial/commercial (mechanical exemptions)</li> <li>• Provincial retention of property tax revenue</li> <li>• Urban sprawl</li> </ul>
Municipalization (revenue generation ability)	<ul style="list-style-type: none"> <li>• Municipalities Act limitations</li> <li>• Non taxation revenue to enhance services</li> <li>• Hotel Levy for tourism generation</li> <li>• Cost recovery (case by case basis)</li> <li>• Municipal share of Cannabis revenue</li> </ul>

Arbitration	<ul style="list-style-type: none"> <li>• Primarily Fire and Police</li> <li>• Affordability</li> <li>• The role of the arbitrator</li> <li>• Downloading of cost to tax payers</li> </ul>
Retrain, Retain and Attract (Immigration)	<ul style="list-style-type: none"> <li>• Skilled workers to fill labour force requirements</li> <li>• Population growth</li> <li>• Business development</li> </ul>

## Provincial-Municipal Council (PMC)

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The PMC generally meets twice a year in the Spring and Fall. Members of this Council includes the Minister of ELG, and municipalities represented by the Cities of NB Association, AFMNB and UMNb.

In 2018, the PMC met in June and February to discuss the legalization of Cannabis, reporting of municipal election financing, Integrated Bilateral Agreement (Infrastructure). The Cities of NB Association took the opportunity to advocate the 8 Cities position on these issues.

The next PMC meeting will be chaired by our new Minister Jeff Carr hopefully in December 2018. Leaders of the three municipal associations will have meetings prior to the next PMC meeting to strategize on common messaging.

## Federation of Canadian Municipalities (FCM)

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The Federation of Canadian Municipalities represent nearly 2,000 local governments representing 91% of the Canadian population. The 8 Cities president, Adam Lordon, is a member of the FCM Board that meets 4 times a year.

FCM has been the national voice of municipal government since 1901. Today, FCM carries on the tradition of actively advocating to have the needs of

IF YOU HAVE ANY QUESTIONS, CONTACT CNBA AT 506-452-9292 OR [info@8citiesNB.com](mailto:info@8citiesNB.com).

municipalities and their citizens reflected in federal policies and programs. Year after year, FCM's work has benefited each and every municipal government and taxpayer in Canada. <https://fcm.ca>

FCM Advocay Days 2018 took place during the week of November 20-23<sup>rd</sup> in Ottawa. For three full days, we took over Parliament Hill. More than 70 of us came here from communities of all sizes and every region and delivered a message with one strong and united voice, says Vicki-May, president of FCM.

Municipal leaders met with 150 MPs, senators and party leaders – including 24 cabinet ministers. As part of these meetings our President, Mayor Adam Lordon, met with several NB MPs and Senators including Minister LeBlanc and our National FCM President where we seemed to make good progress in our efforts to establish an ongoing National-Municipal Forum. The relationship was deepened with decision-makers from every national political party and strong markers were laid for what we expect from Ottawa in the coming weeks and months.

Heading into the upcoming federal budgt, we'll keep pushing to build on what's working with new commitments to broadband access, public transit and disaster mitigation. FCM will keep pushing for that bigger conversation about modernizing our federal partnership to get more done for the people we serve.

## Executive Committee 2018

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- Adam Lordon, President, Mayor of Miramichi
- Don Darling, Vice-President, Mayor of Saint John
- Stephanie Anglehart-Paulin, Mayor of Campbellton
- Yvon Lapierre, Mayor of Dieppe
- Mike O'Brien, Mayor of Fredericton
- Dawn Arnold, Mayor of Moncton
- Paolo Fongemie, Mayor of Bathurst
- Cyrille Simard, Mayor of Edmundston

### Message du président: Adam Lordon



Comme l'année tire à sa fin et dans la foulée de notre AGA fructueuse à Miramichi, notre association va commencer l'année 2019 en mettant l'accent sur nos priorités communes et sur un plan de collaboration avec les autres associations municipales et le gouvernement provincial pour apporter des changements de taille dans les domaines stratégiques que nous avons identifiés. Nous continuerons également à travailler ensemble au niveau des maires, des conseils municipaux et du personnel pour élaborer des solutions que nous soumettrons à la table du CPM.

Au cours de l'année, nous avons travaillé à susciter une plus grande sensibilisation à nos enjeux. Nous avons « préparé la table » et établi un dialogue sur les questions dont nous voulons discuter. Avec la mise en place d'un nouveau gouvernement provincial, nous pouvons nous attendre à ce que nos réformes commencent à se concrétiser dès l'année prochaine, et ce, pour l'obtention de notre part sur la taxe d'accise sur le cannabis et d'une taxe hôtelière ainsi que pour un examen plus approfondi de notre régime de taxe municipale.

Merci à chacun d'entre vous pour votre travail acharné et votre engagement vis-à-vis de notre mandat.

Joyeux Noël et Joyeuses Fêtes à vous et aux vôtres.



### Évènements à venir

- Conseil municipal-provincial, Hiver 2018 (à déterminer)
- Réunion de la FCM, le 12 au 15 mars 2019, ville de Penticton, CB

### Campagne de sensibilisation - "Villes Fortes Province Forte"

Au cours de la campagne électorale provinciale de 2018, l'Association des cités du N.-B. a lancé une campagne de sensibilisation afin de mettre en lumière certains enjeux clés des cités du N.B. L'objectif de la campagne n'était pas seulement d'éduquer le public sur des questions municipales importantes, mais également de demander à tous les partis provinciaux de s'engager à examiner les principaux enjeux, entre autres :

- 1) La mise en place d'un régime d'impôt foncier équitable
- 2) L'examen de la loi provinciale relative à l'arbitrage

- 3) L'examen des obstacles qui empêchent actuellement les cités de générer des revenus qui ne sont pas tirés d'une taxe
- 4) L'examen de la mise en place d'une taxe hôtelière
- 5) L'examen du partage d'une partie des revenus du cannabis avec les municipalités

Selon les réponses au sondage, tous les partis s'entendent pour dire que nos cités ont un rôle important à jouer en matière de croissance économique, de création d'emplois, d'investissement et d'attraction d'immigrants qualifiés

Le 9 novembre, l'honorable Blaine Higgs est devenu le nouveau premier ministre du Nouveau-Brunswick. L'Association est encouragée d'entendre M. Higgs parler de l'importance des cités de cette province pour ouvrir la voie à la croissance et à la prospérité au cours de la campagne. Il a notamment abordé plusieurs de nos problèmes prioritaires en manifestant sa volonté de travailler ensemble aux réformes.

En tant qu'association, nous avons également récemment ajouté l'immigration au rang des priorités afin de refléter son rôle essentiel dans la gestion du défi démographique et de pénurie de main-d'œuvre auquel notre province est confrontée. Les prochaines étapes incluront une réunion avec le premier ministre, les membres du Cabinet et le personnel afin de revoir nos priorités.

## Conférence annuelle 2018

Le 27 octobre 2018 – Les maires, conseillers et directeurs généraux des huit cités du Nouveau-Brunswick se sont réunis aujourd'hui pour explorer et élaborer un plan stratégique nécessaire à la croissance de nos villes et de notre province ainsi qu'à la prospérité continue de tous les Néo-Brunswickois et Néo-Brunswickoises.

Les délibérations tenues à Miramichi par les dirigeants municipaux avaient pour but de continuer à développer les solutions que nous proposons pour surmonter ces obstacles et d'assurer que les citoyens

et le gouvernement provincial sont au courant des enjeux auxquels sont confrontées nos cités et de l'incidence de ces dernières sur le succès futur de notre province.

Grands enjeux auxquels sont confrontées les cités du Nouveau-Brunswick : (exemples)

Taxe foncière	<ul style="list-style-type: none"> <li>- Définitions et classifications des immeubles</li> <li>- Immeubles non occupés par leur propriétaire</li> <li>- Industriel/commercial (exemptions d'ordre mécanique)</li> <li>- Rétenion par le gouvernement provincial des revenus tirés de l'impôt foncier</li> <li>- Étalement urbain</li> </ul>
Municipalisation (capacité à générer des revenus)	<ul style="list-style-type: none"> <li>- Limitations de la <i>Loi sur les municipalités</i></li> <li>- Revenus d'origine non fiscale pour améliorer les services</li> <li>- Taxe hôtelière pour générer du tourisme</li> <li>- Recouvrement des coûts (au cas par cas)</li> <li>- Partage des revenus du cannabis avec les municipalités</li> </ul>
Arbitrage	<ul style="list-style-type: none"> <li>- Surtout pour les services d'incendie et de police</li> <li>- Capacité de payer</li> <li>- Rôle de l'arbitre</li> <li>- Transfert des coûts aux contribuables</li> </ul>
Reformer, retenir et attirer (Immigration)	<ul style="list-style-type: none"> <li>- Travailleurs qualifiés pour répondre aux besoins en main-d'œuvre</li> <li>- Croissance démographique</li> <li>- Développement des entreprises</li> </ul>

## Conseil Provincial-Municipal (CPM)

Le CPM se réunit généralement deux fois par an au printemps et à l'automne. Les membres de ce conseil comprennent le ministre d'EGL, ainsi que les municipalités représentées par l'Association des Cités du NB, l'AFMNB et l'UMNB.

SI VOUS AVEZ DES QUESTIONS, CONTACTEZ ACNB AU 506-452-9292 ou [info@8citiesNB.com](mailto:info@8citiesNB.com).

En 2018, Le CPM s'est réuni en juin et en février pour discuter la légalisation du Cannabis, la communication d'informations sur le financement des élections municipales, l'entente bilatérale intégrée (Infrastructure). L'Association des cités du N.-B. a profité de l'occasion pour défendre la position des 8 cités sur ces questions.

La prochaine réunion du CPM sera présidée par notre nouveau ministre, Jeff Carr, en décembre 2018. Les dirigeants des trois associations municipales se réuniront avant la prochaine réunion du CPM afin d'élaborer une stratégie concernant les messages communs.

## Fédération Canadienne des Municipalités (FCM)

La Fédération Canadienne des Municipalités représente près de 2 000 gouvernements locaux représentant 91 % de la population canadienne. Le président des huit cités, Adam Lordon, est membre du conseil d'administration de la FCM, qui se réunit quatre fois par an.

La FCM est la voix nationale des gouvernements municipaux depuis 1901. Aujourd'hui, la FCM poursuit la tradition en intervenant vigoureusement pour que les politiques et les programmes fédéraux correspondent aux besoins des municipalités et de leur population. Année après année, tous les gouvernements municipaux et contribuables du Canada profitent des retombées du travail de la FCM. <https://fcm.ca>

Les journées de représentation des intérêts 2018 se sont déroulées dans la semaine du 20 au 23 novembre à Ottawa. Pendant trois jours entiers, nous avons envahi la Colline du Parlement. Vicki-May, présidente de la FCM, a déclaré que nous étions plus de 70 représentants municipaux, et même si nos municipalités sont de toutes les tailles et de toutes les régions, nous avons su porter notre message d'une seule et puissante voix.

Les dirigeants municipaux ont rencontré 150 députés, sénateurs et chefs de parti, comprenant 24 ministres et secrétaires parlementaires. Dans le cadre de ces réunions, notre président, le maire Adam Lordon, a rencontré plusieurs députés et sénateurs du N.-B., dont le ministre LeBlanc et notre présidente de la FCM, où nous semblions avoir bien progressé dans nos efforts pour établir un forum national-municipal permanent. La relation a été renforcée avec les décideurs de tous les partis politiques fédéraux et également le terrain est bien préparé pour faire comprendre ce que nous attendons des élus fédéraux au cours des semaines et des mois à venir.

Pendant la période qui précède le prochain budget fédéral, nous martèlerons que le gouvernement doit miser sur ce qui donne de bons résultats en prenant de nouveaux engagements pour l'accès aux services à large bande, les transports collectifs et l'atténuation des catastrophes. De plus, nous ne manquerons aucune occasion de le presser d'amorcer la grande discussion que nous souhaitons sur la modernisation du partenariat fédéral-municipal, en précisant bien que celui-ci est essentiel pour mieux répondre aux attentes de nos citoyens.

## Comité Exécutif 2018



- Adam Lordon, Président, maire de Miramichi
- Don Darling, Vice-Président, maire de Saint John
- Stephanie Anglehart-Paulin, mairesse de Campbellton
- Yvon Lapierre, maire de Dieppe
- Mike O'Brien, maire de Fredericton
- Dawn Arnold, mairesse de Moncton
- Paolo Fongemie, maire de Bathurst
- Cyrille Simard, maire d'Edmundston

SI VOUS AVEZ DES QUESTIONS, CONTACTEZ ACNB AU 506-452-9292 ou [info@8citiesNB.com](mailto:info@8citiesNB.com).

November 30, 2018

2 King Street  
Saint John, NB E2L 1G2



City of Saint John  
15 Market Square  
Saint John, NB E2L 4L1

Dear Mayor, Councillors, and Staff of The City of Saint John:

The City street lights on King Street, Prince William Street and directly in front of City Hall operate on an “always on” basis. They have been constantly kept on since at least November 19, 2018, when I first noticed them. Please, turn the street lights off during the brightness that the day brings. It is unnecessary and wasteful from a cost and energy perspective to operate City street lights during the day.

One of Council’s priorities for 2016-2020 is to be “Fiscally Responsible.”<sup>1</sup> Granted, the non-operation of city-run lights during the day will achieve minimal savings. However, there are cost savings to be realized. I would think these cost savings would be quite easy to achieve, possibly at the flip of a switch.

Also, the City should demonstrate strong environmental stewardship. Turning off lights when they are not needed would achieve this.

Lastly, there are the optics involved. Saint John’s fiscal situation is well known. It simply doesn’t “look good” being wasteful on one hand, while trying to achieve cost savings and making cuts on the other.

Saint John is a beautiful city and prospects for growth remain strong. Please, demonstrate a commitment to fiscal discipline and environmental stewardship by turning *off* city-run street lights during daylight hours.

Saint John, I thank you very much.

Yours Sincerely,

Korey Nixon  
(506) 639-4370 / korey.nixon@gmail.com

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<sup>1</sup> <http://www.saintjohn.ca/site/media/SaintJohn/Updated%20Common%20Council%20Priorities%202016-2020%20English.pdf>

## H.M.C.S. Brunswick

160 Chesley Drive, Saint John, NB E2K 5L6

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December 7, 2018

Mr. Jonathan Taylor  
Common Clerk  
P.O. Box 1971  
Saint John, NB E2L 4L1

Dear Sir,

On behalf of HMCS Brunswick, I am writing to request the opportunity to make a presentation to the Mayor and members of the Common Council at one of their public meetings in January.

Our intention is to brief Council about a proposed project to initiate a "Battle of the Atlantic Saint John Memorial" on a small City-owned patch of land along Harbour Passage (near the site of Fort LaTour) and to request a license for the use of the land.

2019 marks the 80th anniversary of the start of the Battle of the Atlantic, the longest continuous military campaign in the Second World War, and a major part of the Naval history of the War. Over 4,300 Canadians (sailors, merchant mariners, and aviators) made the ultimate sacrifice.

The Royal United Services Institute of New Brunswick (based in Saint John) have agreed, in principle, to be a partner in this project pertaining to the Memorial's fundraising campaign.

Our goal is to hold a sod-turning ceremony at the site on or before "Battle of the Atlantic Sunday" on May 5, 2019, and to kick-off the fundraising campaign for this important Saint John Memorial.

We look forward to receiving confirmation of a date for our presentation to Common Council in January 2019.

Yours truly,



Hon. Dr. Noel A. Kinsella, P.C.  
Honorary Captain - HMCS Brunswick

20 Shoreline Drive  
Saint John, NB E2H 0B2

(506) 693-4959 [kinsella@stu.ca](mailto:kinsella@stu.ca)

## COUNCIL REPORT

M&C No.	2018-358
Report Date	December 11, 2018
Meeting Date	December 17, 2018
Service Area	Corporate Services

His Worship Mayor Don Darling and Members of Common Council

***SUBJECT: Acting City Manager***

***OPEN OR CLOSED SESSION***

This matter is to be discussed in open session of Common Council.

***AUTHORIZATION***

Primary Author	Commissioner/Dept. Head	City Manager
<b><i>J. Taylor</i></b>		<b><i>Neil Jacobsen</i></b>

***RECOMMENDATION***

That in the absence of the City Manager, appointment to the position of Acting City Manager is hereby made of Michael Hugenholtz, in addition to the existing list of potential appointees, namely Neil Jacobsen, Brent McGovern, Jacqueline Hamilton and Kevin Fudge, in accordance with their respective availability and the matters anticipated to require attention in the City Manager’s absence, with the City Manager to administer the arrangement.

***EXECUTIVE SUMMARY***

N/A

***PREVIOUS RESOLUTION***

Council resolution of December 21, 2015:

Neil Jacobsen, Jacqueline Hamilton, and Kevin Fudge were appointed to the position of Acting City Manager

Council resolution of December 7, 2017:

Brent McGovern was appointed to the position of Acting City Manager

***REPORT***

When the City Manager is absent from the office it is necessary to have an Acting City Manager in place. Council has previously appointed Neil Jacobsen, Jacqueline Hamilton, Kevin Fudge and Brent McGovern to the position of Acting

City Manager. It is recommended that Council also appoint Commissioner Hugenholtz as Acting City Manager to provide a full complement of senior city staff available to act in the role of City Manager when necessary. The City Manager will be responsible for administering the arrangement based on senior staff availability and the matters anticipated to require attention.

## COUNCIL REPORT

M&C No.	2018-352
Report Date	December 07, 2018
Meeting Date	December 17, 2018
Service Area	Growth and Community Development Services

His Worship Mayor Don Darling and Members of Common Council

***SUBJECT: Proposed Public Hearing Date – 3700 King William Road, 1350 Hickey Road and 93 Loch Lomond Road***

### ***OPEN OR CLOSED SESSION***

This matter is to be discussed in open session of Common Council.

### ***AUTHORIZATION***

Primary Author	Commissioner/Dept. Head	City Manager
<b><i>Mark Reade</i></b>	<b><i>Jacqueline Hamilton</i></b>	<b><i>Neil Jacobsen</i></b>

### ***RECOMMENDATION***

That Common Council schedule the public hearing for the rezoning and Section 59 Amendment applications of F. Andrew Simpson Contracting Ltd. (3700 King William Road), Residential Contractors on behalf of 616813 N.B. Limited (1350 Hickey Road), and Brenda Defazio (93 Loch Lomond Road) for Monday January 28, 2018 at 6:30 p.m. in the Council Chamber, and refer the applications to the Planning Advisory Committee for a report and recommendation.

### ***EXECUTIVE SUMMARY***

The purpose of this report is to advise Common Council of the rezoning and Section 59 amendment applications received and to recommend an appropriate public hearing date. The next available public hearing date is Monday January 28, 2019.

### ***PREVIOUS RESOLUTION***

At its meeting of August 3, 2004, Common Council resolved that:

1. *the Commissioner of Planning and Development receive all applications for amendments to the Zoning By-law and Section 39 resolutions/ agreements and proceed to prepare the required advertisements; and*
2. *when applications are received a report will be prepared recommending the appropriate resolution setting the time and place for public hearings and be referred to the Planning Advisory Committee as required by the Community Planning Act.*

## **REPORT**

As provided in Common Council's resolution of August 3, 2004, this report indicates the rezoning and Section 59 amendment applications received and recommends an appropriate public hearing date. Details of the applications are available in the Common Clerk's office and will form part of the documentation at the public hearings. The following applications have been received:

<b>Name of Applicant</b>	<b>Location</b>	<b>Existing Zone</b>	<b>Proposed Zone</b>	<b>Reason</b>
F. Andrew Simpson Contracting Ltd.	3700 King William Road	Medium Industrial (IM)	Pit and Quarry (PQ)	To allow for aggregate extraction on the property.
Residential Contractors on behalf of 616813 N.B. Limited	1350 Hickey Road	General Commercial (CG)	Section 59 Amendment	To construct a new commercial building as part of a redevelopment of the site.
Brenda Defazio	93 Loch Lomond Road	General Commercial (CG)	Section 59 Amendment	To amend the existing Section 59 conditions that restrict the use of the property to allow for a personal service shop.

## **STRATEGIC ALIGNMENT**

While the holding of public hearings for proposed rezoning and Section 59 amendments is a legislative requirement of the *Community Planning Act*, it is also a key component of a clear and consistent land development processes envisioned in the One Stop Development Shop Program. These processes provide transparency and predictability for the development community and City residents.

On a broader note, the development approvals process works towards fulfilling key Council priorities including:

- ensuring Saint John has a competitive business environment for investment,
- supporting business retention and attraction; and
- driving development in accordance with PlanSJ which creates the density required for efficient infrastructure and services.

## **SERVICE AND FINANCIAL OUTCOMES**

The scheduling of the public hearing and referral to the Planning Advisory Committee satisfies the legislative and service requirements as mandated by the Community Planning Service.

***INPUT FROM OTHER SERVICE AREAS AND STAKEHOLDERS***

Not Applicable

***ATTACHMENTS***

None

## COUNCIL REPORT

M&C No.	M&C 2018-356
Report Date	December 11, 2018
Meeting Date	December 17, 2018
Service Area	Transportation and Environment Services

His Worship Mayor Don Darling and Members of Common Council

***SUBJECT: Municipal approval for Winter Love SJ Special Event License***

***OPEN OR CLOSED SESSION***

This matter is to be discussed in open session of Common Council.

***AUTHORIZATION***

Primary Author	Commissioner/Dept. Head	City Manager
<b><i>Sue Colwell</i></b>	<b><i>Tim O'Reilly / Michael Hugenholtz</i></b>	<b><i>Neil Jacobsen</i></b>

***RECOMMENDATION***

City Staff recommends the following:

- RESOLVED that the City shall grant municipal approval for Winter Love SJ to seek a Provincial Special Event License for an event as described in the Submission to Council as attached to M&C 2018-356.

***PREVIOUS RESOLUTION***

At its December 3, 2018 meeting, Common Council referred the attached Submission to Council to City staff for a report in addition to accepting the organizers' request to present to Council.

***REPORT***

The proposed Winter Love SJ event is described in the attached Submission to Council.

The coordinators of this event would like to serve alcohol as part of their event and therefore require municipal approval to obtain the associated permit from the Province of New Brunswick. The coordinators will also need to obtain a Street Closure permit through the Saint John Police Force as the event is planned for Water Street.

Requirements for obtaining Street Closure permits and Special Events licenses require criteria that meet, and in some cases, exceed the city's regular public

safety standards regarding special events. City staff will follow up with the coordinators to ensure safety, zoning, and insurance criteria are met. City staff are confident that, with the associated requirements that come with both permits, risks to the public will be appropriately managed.

### ***STRATEGIC ALIGNMENT***

This report aligns with Council's priorities related to supporting a vibrant city, by investing in arts, culture and recreation experiences that create a sense of community pride.

### ***SERVICE AND FINANCIAL OUTCOMES***

This event will allow local businesses and organizations an opportunity to participate in the events and provide sponsorship.

City service requirements to sustain this event are low and supplied through regular operations. No in-kind support has been requested at this time. Winter Love SJ has received a quote from SJPD to purchase police presence which will be mandatory in obtaining the Street Closure permit through SJPD.

### ***INPUT FROM OTHER SERVICE AREAS AND STAKEHOLDERS***

- City staff consulted with the event organizers. They confirmed further details of their event. They agreed with the approach of City staff submitting this report so they can apply for their Provincial license (with the required municipal approval) as soon as possible. The organizers still intend to present directly to Council in early 2019.
- An application for Street Closure has been submitted to SJPD and is currently pending. SJPD has provided a quote for police presence at this event which will be mandatory in obtaining the Street Closure permit.
- Although Uptown SJ is not affiliated with this event, they have confirmed there are no conflicts with Winter Love SJ's dates or program.

### ***ATTACHMENTS***

Organizers' Submission to Council on December 3, 2018 Council agenda



# SUBMISSION TO COUNCIL FORM

## **INSTRUCTIONS**

- All submissions (letters, petitions, etc.) must be submitted by no later than 4 p.m. on the Wednesday prior to the Council meeting.
- Submissions must not contain defamatory or offensive language
- Submissions must include the name and mailing address or the telephone number of the author

Submissions to Council are to be submitted using this form and any other attachments can be added to this form. After the Council meeting in which your submission appears, you will receive a letter from the office of the Common Clerk informing you of Council's decision.

This form can be filled out electronically and then emailed to the Common Clerk's office at [commonclerk@saintjohn.ca](mailto:commonclerk@saintjohn.ca) , or it can be printed out and mailed or hand delivered to the following:

### **Mailing Address:**

Office of the Common Clerk  
City Hall Building  
PO Box 1971  
Saint John, NB E2L 4L1

### **Street Address:**

Office of the Common Clerk  
City Hall Building  
8<sup>th</sup> Floor – 15 Market Square  
Saint John, NB E2L 1E8

## **ABOUT YOUR PERSONAL INFORMATION**

Personal information and opinions in communications shall become part of the public record, unless the author of the communication requests the removal of his personal information when submitting it, or the Clerk determines that the release of the personal information contravenes the Right to Information and Protection of Privacy Act, SNB 2009, c R-10.6, and amendments thereto.

**If you have any further questions please call us at 658-2862**



# SUBMISSION TO COUNCIL FORM

## ABOUT PERSON/GROUP

First Name: **Lily**

Last Name: **Lynch**

Name of Organization/Group (where applicable): **Winter Love SJ**

Mailing Address: **36 Water Street**

City or Town: **Saint John** Province: **New Brunswick** Postal Code: **E2L 5S2**

Day Time Phone Number: **506 233 2070** Email: **winterlovesaintjohn@gmail.com**

If you do **NOT** wish to have your personal information (address, phone number, email) become part of the public record, please check this box.

## ABOUT YOUR SUBMISSION

Topic of Submission: **Winter Love SJ – Approval by Council for Road Closure with combined Special Events Licensing on Saturday, February 9, 2019 (all day event)**

Purpose for Submission (what is the ask of Council):

To facilitate our first annual Winter Love SJ, we are asking Council for their approval for a road closure with liquor licensing for the section of Water Street between King Street and Princess Street. The road closure will enable us to create an atmosphere where the public can participate in the full scope of the festival as listed below. We are in the phases of executing on our plans and have all required forms ready to execute and send however we wanted to bring this forward to Council first. We have already initiated contact with our insurance provider, the Fire Marshal regarding their requirements, the Saint John City Police with regards to our Street Closure application and the Licensing Officer for our Special Events Licensing.

We will be submitting these applications once we receive approval by Council.

Executive Summary:

The mission of Winter Love SJ is to foster a love of winter in the hearts of Saint Johners through bringing community together during a time which can often be isolating and lacking in activities. Our event intends to create an environment for Saint Johners to reconnect in the



# SUBMISSION TO COUNCIL FORM

dead of winter and positively impact wellbeing.

To achieve our mission Winter Love SJ is hosting Saint John's first annual snOlympics, a retro snowsuit contest, live music truck, "snow-ga" and an awards event. Sankara's cultural street-food vendors will be on site along with a b(ee)rrrrr garden, roasting lamb spit (led by a Syrian Chef of Sankara), cozy bonfires, and support from the BunkHaus Hostel + Cafe. The snOlympics will be sponsored by local businesses, agencies and organizations. We are aiming for 500 attendees in 2019 but hope to grow in years to come. WinterLove SJ will add one more reason for suburbanites to consider moving and spending time in the Uptown core which will only benefit all efforts in creating a vibrant and attractive city for locals and newcomers alike – and through all seasons. Just as Moonlight Bazaar brings community together in the summer, Winter Love SJ will bring us together on February 9<sup>th</sup>, 2019 on Water Street.

We will bring our site plan to the presentation.

## YOUR SIGNATURE

Signature: Lily Lynch

Date: 2018-11-29

## COUNCIL REPORT

M&C No.	M&C 2018-357
Report Date	December 11, 2018
Meeting Date	December 17, 2018
Service Area	Transportation and Environment Services

His Worship Mayor Don Darling and Members of Common Council

***SUBJECT: 2019 Community Grants Selection***

***OPEN OR CLOSED SESSION***

This matter is to be discussed in open session of Common Council.

***AUTHORIZATION***

Primary Author	Commissioner/Dept. Head	City Manager
<b><i>Brad Adams</i></b>	<b><i>Tim O'Reilly/ Michael Hugenholtz</i></b>	<b><i>Neil Jacobsen</i></b>

***RECOMMENDATIONS***

City Staff recommends the following for disbursement of 2019 Community Grants funding:

- 1) Execution of the Community Grants process as outlined in the Municipal Grants Program Manual as adopted in 2015, and
- 2) Allow the Community Grants Committee to recommend to Council if none or some funding should be withheld for a second consideration of Special Events applications as per the Manual as described in M&C 2018-357.

***EXECUTIVE SUMMARY***

In light the Community Grants Program budget, City Staff believe that program management should continue as defined in the Municipal Grants Program Manual and awarded based off of the recommendations of the Community Grants Committee by way of Councils approval.

***PREVIOUS RESOLUTION***

See the attached letter penned to Council and reviewed on May 22<sup>nd</sup>, 2018 during Open Session.

***REPORT***

It is the intention of City Staff to facilitate the awarding of Community Grants funding by way of the Community Grants Committee in January, 2019. Each year,

the Committee receives many more applications than funding allows. In 2018 for example, over \$600,000 in applications were received for \$179,721 in funding. The Committee plays a vital role in selecting and awarding funds based on the defined process outlined in the Municipal Grants Program Manual. The Community Grants Committee wishes to thank Common Council and City Departments for continued support including the referral of requests for their review as has been the case through 2018.

Community Grants are awarded in three categories; Operational Funding, Community Projects, and Special Events. These categories are described in the attached documentation.

The Community Grants budget was, at the time the Manual was developed, envisioned being over \$400,000. The proposed amount for 2019 is \$179,721. Some of this original budget was directed to the multi-year Neighbourhood Service Agreements. Given the proposed amount for 2019 and the historic higher value of requested funding compared to budget, it is recommended by City Staff that the Committee distribute funding in early 2019 without withholding a defined reserve amount. If thorough review of all applications yields a remaining amount of funds, those remaining funds will be recommended by the Committee to be withheld for a second application window for the consideration of Special Events applications. This approach ensures the City does not risk overlooking strong applications that were submitted within the defined guidelines during the first application window. Ultimately, Council will have the opportunity to approve the Committee's recommendations.

Staff would like to review the Community Grants process given the changes to the funding model once the City can consider long term financial sustainability solutions. Until such time, City staff recommends adherence to the 2015 Policy.

### ***STRATEGIC ALIGNMENT***

The City's Community Grants Program aligns with Council's priorities of:

- investing in arts, culture and recreation that create a sense of community pride, and
- exploring service improvements through developing partnerships with other organizations.

The Community Grants Program also aligns with PlaySJ's mandate of developing partnerships in the community management of the City's parks and recreation services and infrastructure.

***SERVICE AND FINANCIAL OUTCOMES***

The draft 2019 General Funding Operating Budget includes a \$179,721 Community Grants Budget. The 2019 Operating Budget has not yet been approved by Council

***INPUT FROM OTHER SERVICE AREAS AND STAKEHOLDERS***

Community Grants will be awarded after considerations from the Community Grants Committee in early 2019.

***ATTACHMENTS***

Appendix A - Letter reviewed in open council on May 22<sup>nd</sup>, 2018  
Appendix B – Community Grants Application Criteria



Received Date	May 15, 2018
Meeting Date	May 22, 2018
Open or Closed	Open Session

His Worship Don Darling and  
Members of Common Council

Your Worship and Councillors:

**Subject:** Community Grants Committee

**Background:**

A few years ago Council established the Community Grants Committee. Members of the public and two elected members sit on this committee. From our budget a certain amount of money is given to this line item. As requests for funding come to the city through our budget process, and also throughout the year, these requests should be referred by Council in Open Session to the Community Grants Committee.

Two years ago the committee discussed at a meeting held in late January that they would not allocate all the funding at once and then they could meet again throughout the year and review any requests that might come in at a later time. This was not accepted well by Council. Council at the time thought that all the monies should be given out at the first of the year. So when this was discussed at the first meeting of the Community Grants Committee this year, it was decided to allocate the entire amount of funding given to the committee all at once.

If we changed our view on that issue and agreed that the Community Grants Committee should hold some of the funding back so that they could have a mid-year committee meeting or have a later committee meeting in the year and review additional requests for funding then we could refer late funding requests coming to Council to the Community Grants Committee and not have monies taken from the Council budget or as some, still think, the City Manager's budget. I say that as the City Manager doesn't have monies in his budget for this item or at least not that I know of.

I also think that all Departments should refer all requests for funding through the Community Grants Committee and that to me would include the Parks Department as I believe that they receive a number of requests. I think that to be fair and accountable to all the public we should refer all requests for monies to the one committee and that is what we wanted to do in the beginning, its just that we are not always following that direction. For example; at our last Council meeting we gave \$2,000.00 for the support of mental health and \$1000.00 to BCAP (both very worthwhile causes) and both these amounts were taken from our Council budget and to me that is not the way it should be managed.



So I know it is almost mid-year and the Community Grants Committee doesn't have any funding left but I still think we could start now and refer requests to them. If we are agreeable on how this should be done then maybe the Commissioner of Finance could suggest where a few dollars could be moved from another source to the Community Grants Committee, if that can not happen, then I would like for us to have this as a policy so that when we do our budget for 2019 that we follow this procedure.

**Motion:**

That this issue be referred to the City Manager to re-visit our policy for our Community Grants Committee and have all requests for funding of grants referred to that committee.

Respectfully Submitted,

(Received via email)

Shirley McAlary  
Deputy Mayor  
City of Saint John



Purpose & Objectives	Eligibility	Application Requirements & Evaluation
<p>The Operational Funding Grant assists with the general administrative expenses of an organization</p> <p>Supports the City of Saint John in its ongoing pursuit to be a community of choice and promote economic health to residents and visitors.</p> <p>Enhances the ability of organizations that deliver important social, wellness and quality of life support to the residents of the City of Saint John.</p> <p>Encourages innovation, sustainability and cooperation through the various organizations within the City of Saint John.</p> <p>Upholds and advances the terms of <b>Council Priorities, Plan SJ</b> and/or <b>Play SJ</b>.</p>	<p><i>Eligible funds: up to \$60,000*</i></p> <p>Eligible funding activities under Organizational Support includes: rent, utilities, human resources, office supplies, essential travel, fundraising activities and information technology upgrades.</p> <p>The following are <b>ineligible</b> for grant funds:</p> <p>Individuals or corporations seeking funding.</p> <p>Lobbying of federal, provincial and municipal governments.</p> <p>Activities or initiatives outside of the City of Saint John.</p> <p>Expenditures that occurred prior to the application.</p> <p>Funding of deficits or debts.</p> <p>Free or discounted tickets to an event.</p> <p>Fellowships, scholarships or bursaries.</p>	<p>Applications must include:</p> <p>detailed annual budget with line item expenditures and sources of revenue</p> <p>financial statement</p> <p>organization's strategic or business/development plan</p> <p>The Community Grants Evaluation Committee will assess applications according to a pre-established evaluation matrix, which will score the application on a variety of variables, including, but not limited to:</p> <p>Innovation.</p> <p>Likelihood of accomplishing stated outcomes.</p> <p>Link to Council Priorities.</p> <p>Long-term benefits/impacts.</p> <p>Level of community support.</p> <p>Ability to generate cooperation between citizens and other organizations.</p> <p>Ability to acquire other sources of funding/in-kind support.</p> <p>Sustainability of business plan or development plan.</p>

Purpose & Objectives	Eligibility	Application Requirements & Evaluation
<p>The Community Project Grant is designed to distribute seed funding for the start-up of projects, and/or funds for a short-term undertaking with a clear start and completion date.</p> <p>Support the City of Saint John in its ongoing pursuit to be a community of choice for residents and visitors.</p> <p>Enhance the ability of organizations that deliver important social, wellness and quality of life support to the residents of the City of Saint John.</p> <p>Encourage innovation, sustainability and cooperation in the delivery of Community Projects in the City of Saint John.</p> <p>Uphold and advance the terms of <b>Council Priorities, Plan SJ</b> and/or <b>Play SJ</b>.</p>	<p><i>Eligible funds: up to \$20,000*</i></p> <p>The following are <b>ineligible</b> for grant funds:</p> <p>Individuals or corporations seeking funding.</p> <p>Lobbying of federal, provincial and municipal governments.</p> <p>Activities or initiatives outside of the City of Saint John.</p> <p>Expenditures that occurred prior to the application.</p> <p>Funding of deficits or debts.</p> <p>Free or discounted tickets to an event.</p> <p>Fundraising events.</p> <p>Fellowships, scholarships or bursaries.</p> <p>Conferences or professional development.</p>	<p>Applications must demonstrate:</p> <p>Fundraising and community partnership.</p> <p>The number of residents/visitors impacted by the project.</p> <p>How the Community Project responds to interest from the broader community.</p> <p>Specific outcomes to be achieved.</p> <p>Projected budget including sources and use of funds/in-kind support.</p> <p>Timelines for implementation of the project.</p> <p>The Community Grants Evaluation Committee will assess applications according to a pre-established evaluation matrix, which will score the application on a variety of variables, including, but not limited to:</p>

Innovation.  
 Likelihood of accomplishing stated outcomes.  
 Link to Council Priorities.  
 Long-term benefits/impacts.  
 Level of community support.  
 Ability to generate cooperation between citizens and other organizations.  
 Ability to acquire other sources of funding/in-kind support.  
 Sustainability of business plan or development plan.

Purpose & Objectives	Eligibility	Application Requirements & Evaluation
<p>The Special Events Grant is designed to support events that are of cultural, sport, social or recreational significance to the Saint John community.</p> <p>Support the City of Saint John in its ongoing pursuit to be a community of choice for residents and visitors.</p> <p>To support events that result in important cultural, environmental, heritage, sport, recreational, educational and financial returns for the City of Saint John.</p> <p>To encourage innovation, sustainability and cooperation in the delivery of Special Events in the City of Saint John.</p> <p>Uphold and advance the terms of <b>Council Priorities, Plan SJ</b> and/or <b>Play SJ</b>.</p>	<p><i>Eligible funds: up to \$20,000*</i></p> <p>The following are <b>ineligible</b> for grant funds:</p> <p>Individuals or corporations seeking funding.</p> <p>Lobbying of federal, provincial and municipal governments.</p> <p>Activities or initiatives outside of the City of Saint John.</p> <p>Expenditures that occurred prior to the application.</p> <p>Funding of deficits or debts.</p> <p>Free or discounted tickets to an event.</p> <p>Fundraising events.</p> <p>Fellowships, scholarships or bursaries.</p> <p>Conferences or professional development.</p>	<p>Applications must demonstrate:</p> <p>Event identifies a community need or priority</p> <p>The number of residents/visitors impacted by the event.</p> <p>Event supported by community partners, sponsors and stakeholders.</p> <p>Specific outcomes to be achieved.</p> <p>Projected budget including sources and use of funds/in-kind support.</p> <p>The Community Grants Evaluation Committee will assess applications according to a pre-established evaluation matrix, which will score the application on a variety of variables, including, but not limited to:</p> <p>Innovation.          Likelihood of accomplishing stated outcomes.          Link to Council Priorities.          Long-term benefits/impacts.          Level of community support.          Ability to generate cooperation between citizens and other organizations.          Ability to acquire other sources of funding/in-kind support.          Sustainability of business plan or development plan (for repeated/annual event)</p>

## COUNCIL REPORT

M&C No.	2018-285
Report Date	December 07, 2018
Meeting Date	December 17, 2018
Service Area	Growth and Community Development Services

His Worship Mayor Don Darling and Members of Common Council

***SUBJECT: Proposed Local Government Services Easements – 147 Lansdowne Avenue***

***OPEN OR CLOSED SESSION***

This matter is to be discussed in open session of Common Council.

***AUTHORIZATION***

Primary Author	Commissioner/Dept. Head	City Manager
<b><i>Jody Kliffer / Mark Reade</i></b>	<b><i>Jacqueline Hamilton</i></b>	<b><i>Neil Jacobsen</i></b>

***RECOMMENDATION***

That Common Council assent to the submitted subdivision plan entitled “Subdivision Plan – Plazacorp Property Holdings Inc. Subdivision”, located at 147 Lansdowne Avenue (PID 00370973), with respect to the vesting of the proposed Local Government Services Easements.

***EXECUTIVE SUMMARY***

The purpose of this report is to seek Common Council’s assent to Local Government Services Easements to protect existing City piped infrastructure.

***PREVIOUS RESOLUTION***

On May 1, 2017 Common Council authorized the acceptance of money-in-lieu of the required land for public purposes (LPP) for the subdivision of the subject parcel.

***STRATEGIC ALIGNMENT***

It is in the interest of The City of Saint John to obtain easements for the protection and maintenance of municipal services.

***REPORT***

The applicant is seeking to subdivide an existing lot at 147 Lansdowne Avenue (PID 00370973) to create a commercial lot fronting on Lansdowne Avenue which

would include the building containing the existing Subway restaurant. The creation of the proposed lot requires the establishment of Local Government Services Easements to accommodate existing City services. Assent from Common Council for the acceptance of the Local Government Services Easements is required pursuant to Section 88(7) (a) of the *Community Planning Act*.

The proposed easements over Lot 2018-1 would protect existing municipal piped infrastructure (combined sanitary and storm sewer). The location and width of the easements has been confirmed by staff as sufficient to accommodate the existing underground infrastructure. The purpose of this report is to recommend the necessary formal acceptance of the easement by resolution of Common Council. The accompanying easement document is being prepared by the City Solicitor's Office for execution by the City and the Developer.

Often the vesting of Local Government Services Easements is considered by Council in a recommendation from the Planning Advisory Committee when dealing with more significant subdivision and development applications where additional approvals are required. However, in this case there are no other approvals that require the consideration of the Committee, and the *Community Planning Act* does not require the Committee's involvement when only dealing with easements.

The vesting of the proposed easements is supported by staff. Therefore Council's assent to the attached subdivision plan with respect to the proposed Local Government Services Easement is recommended.

#### ***SERVICE AND FINANCIAL OUTCOMES***

Not Applicable

#### ***INPUT FROM OTHER SERVICE AREAS AND STAKEHOLDERS***

Infrastructure Development, Saint John Water, the City Solicitor's Office and Real Estate Services have reviewed this report and the proposed Local Government Services Easements.

#### ***ATTACHMENTS***

Subdivision Plan – Plazacorp Property Holdings Inc. Subdivision Lot 2018



N.B. Grid Co-ordinate Values (Adj)

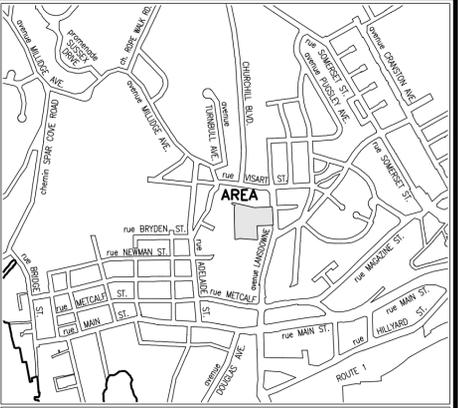
Point	Easting	Northing	Remarks
21	2533033.856	7364281.099	CALC
22	2533045.208	7364300.304	PK Nail Set
23	2533066.881	7364287.456	PK Nail Set
24	2533092.920	7364292.469	PK Nail Set
47	2533074.019	7364403.035	PK Nail Fd.
48	2533077.229	7364417.727	SMF(NBLS #352)
49	2533212.626	7364406.756	PK Nail Set
63	2533077.520	7364289.505	CALC
70	2533064.936	7364421.846	PK Nail Set
71	2533147.148	7364403.337	IBF
76	2533065.129	7364420.396	PK Nail Set
400	2533215.916	7364342.442	PK Nail Set
401	2533155.031	7364339.360	PK Nail Set
402	2533157.642	7364287.596	PK Nail Set
511	2533095.619	7364417.037	MH
545	2533129.573	7364313.354	CB
546	2533127.762	7364341.986	CB
1242	2533094.801	7364287.997	SMH
1349	2533214.428	7364398.928	SSMH
1351	2533180.730	7364397.438	SSMH
1352	2533125.463	7364407.639	SSMH
8671	2533080.984	7364415.560	SSMH
15023	2533069.955	7364399.801	SSMH
1959	2533580.919	7364165.272	NBCM (Adj)
3863	2533373.789	7364439.768	NBCM (Adj)
3867	2532919.018	7364556.264	NBCM (Adj)

Scale Factor = 1.000013

**APPROVALS/REGISTRATION:**

**TITLE DATA:**  
**PID 370973**  
 Owner: Plazacorp Property Holdings Inc.  
 Document: 33053159  
 Registered: 2013-08-29

**SIGNATURE OF OWNER:**  
 \_\_\_\_\_  
 James M. Petrie  
 Executive Vice-President for Plazacorp Property Holdings Inc.

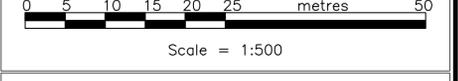


- LEGEND:**
- SMF - Standard survey marker found
  - ⊙ SMS - Standard survey marker set
  - RIBF - Round iron bar found
  - ⊙ MH - Manhole
  - ⊙ SMH - Sewer manhole
  - ⊙ CALC - Calculated point
  - ▲ NBCM - N.B. Co-ordinate Monument
  - ⊙ PK Nail Set
  - ⊙ PK Nail Found
  - Local Government Services Easement
  - Centreline / Sewer Line
  - PID - Parcel identifier number
  - Adj - Adjusted network
  - ⊙ - Tabulated co-ordinate reference
  - A.N.B.L.S. - Association of N.B. Land Surveyors
  - ⊙ SSMH - Sanitary sewer manhole
  - ⊙ CB - Catchbasin

- NOTES:**
1. Azimuths and Co-ordinate values refer to the NEW BRUNSWICK GRID CO-ORDINATE SYSTEM (Adjusted Network) and were derived from the tabulated New Brunswick Co-ordinate Monuments. Computations performed and co-ordinate values shown are based on the New Brunswick Stereographic Double Projection and the NAD83 (CSRS) ellipsoid.
  2. Azimuths are rounded to the nearest 10 seconds.
  3. Distances are in METRES and are rounded to the nearest CENTIMETRE.
  4. Lands dealt with by this plan are bounded thus \_\_\_\_\_ or \_\_\_\_\_
  5. Peripheral information and adjacent names were derived from various sources and should be verified.
  6. All plans and documents referenced are recorded in the Saint John County Registry Office or in the Land Titles Office for the District of New Brunswick.
  7. Field survey was completed October 1, 2018.
  8. Local Government Services Easement  
 This easement vests in the City of Saint John pursuant to Section 88(7)(a) of the Community Planning Act, Chapter 19 and Regulation 84-217.

- PURPOSE OF PLAN:**
- ◆ To create Lot 2018-1.
  - ◆ To create Local Government Services Easements as shown.

**Subdivision Plan**  
**Plazacorp Property Holdings Inc. Subdivision**  
 Lansdowne Avenue  
 City of Saint John  
 Saint John County, N.B.



**KIERSTEAD QUIGLEY and ROBERTS Ltd.**  
 Saint John, New Brunswick

I hereby certify that this plan has been prepared by me, to the best of my knowledge, in accordance with the requirements of the Community Planning Act, the Surveys Act and the regulations made thereunder.

Dated:  
 November 5, 2018  
 Steven R. Saunders, NBLS #352

Job No. 16-0089      Dwg. No. 3783



## COUNCIL REPORT

M&C No.	2018-351
Report Date	December 07, 2018
Meeting Date	December 17, 2018
Service Area	Finance and Administrative Services

His Worship Mayor Don Darling and Members of Common Council

**SUBJECT:** Printing Service Agreement with Saint John Energy

**OPEN OR CLOSED SESSION**

This matter is to be discussed in open session of Common Council.

**AUTHORIZATION**

Primary Author	Commissioner/Dept. Head	Acting City Manager
<b>Cathy Graham</b>	<b>Kevin Fudge</b>	<b>Neil Jacobsen</b>

**RECOMMENDATION**

It is recommended that Common Council approve the Printing Service Agreement with Saint John Energy for the printing and mailing of the Saint John Water bills and payroll T4s, T4As and the Pension Pay Advices for a four year term from 2019-2022 at the costs provided in the attached report and agreement and that the Mayor and Common Clerk be authorized to sign the attached agreement.

**EXECUTIVE SUMMARY**

The City has been using the services of Saint John Energy for printing and mailing services for the Water and Sewerage bills and payroll information since 2003. The current contract expired in 2018. Saint John Energy has provided quality services at a very good pricing. The new proposal is providing the service for 2019 at a cost less than what was charged in the last year of the previous contract. Saint John Energy has the equipment and resources available to provide this service and can do so in such a way as to reduce the normal mailing price associated with the mailing of this information by the City saving additional costs.

**PREVIOUS RESOLUTION**

M&C 2014-74 - It is recommended that Common Council approve the Printing Service Agreement with Saint John Energy and the Mayor and Common Clerk be authorized to sign this agreement for the continuation of printing and mailing services of Saint John Water billings and employee T4's, as well as the printing of weekly employee and retiree's pay advices.

**REPORT**

Saint John Energy has been providing the printing and mailing services since 2003. The partnership between Saint John Energy and the City continues to work well and the service is high quality and cost effective. Saint John Energy has the necessary equipment and resources to provide this service to the City as they bill their customers for energy on a monthly basis. The City has been very satisfied with the services received under this partnership.

Below are the costs provided for under this agreement for the next four years:

		Year 1	Year 2	Year 3	Year 4
<b>Water and Sewerage Invoices</b>	Canada Post - high density presort Incentive Lettermail™ - rate per unit <i>(subject to change without notice)</i>	\$0.78	\$0.78	\$0.78	\$0.78
	Service Fee per unit	\$0.237	\$0.242	\$0.247	\$0.252
	Set-up Fee <i>(if current format significantly altered)</i>	\$960.00	\$960.00	\$960.00	\$960.00
<b>Pension Pay Advices</b>	Canada Post - high density presort Incentive Lettermail™ - rate per unit <i>(subject to change without notice)</i>	\$0.78	\$0.78	\$0.78	\$0.78
	Service Fee per unit	\$0.165	\$0.168	\$0.172	\$0.175
	Set-up Fee <i>(if current format significantly altered)</i>	\$960.00	\$960.00	\$960.00	\$960.00
<b>T4s and T4As</b>	Canada Post Lettermail™ rate per unit <i>(subject to change without notice)</i>	\$0.84	\$0.84	\$0.84	\$0.84
	Service Fee per unit	\$0.250	\$0.255	\$0.260	\$0.266
	Annual Set-up Cost <i>(Time and Materials)</i>	\$688.00	\$701.00	\$715.00	\$730.00
	Set-up Fee <i>(if current format significantly altered)</i>	\$960.00	\$960.00	\$960.00	\$960.00
<b>Extra Inserts</b>	Price dependent on customer's specific requirements. Will quote on request.				

The costs provided are equal or much lower than what was provided in the last year of the previous agreement. For example the pay advices were printed at a cost of 2.82 cents per unit in 2018 compared to the cost in the new agreement of 1.65 cents per unit in 2019 and will not be at the 2018 cost for the life of this agreement. The printing of Saint John Water bills has decreased from 2.47 cents per unit in 2018 to 2.37 cents per unit in 2019 and does not get back to the 2018 rate until 2021. The costs of this service has decreased by approximately \$5,400 over the four year term.

Saint John Energy has made advancements with the equipment and processes that benefit the City by allowing them to provide this service at a lower cost. It also helps to offset some of the equipment costs incurred by Saint John Energy. This relationship is a benefit to both entities.

***STRATEGIC ALIGNMENT***

This recommendation is in line with Common Council's priority of being fiscally responsible in seeking out cost effect, quality services for the citizens.

***SERVICE AND FINANCIAL OUTCOMES***

The cost savings based on current service requirements will see the costs decrease by \$5,400 over the four year term of the agreement with no change to the service. It is important to note the cost for postage is subject to change by Canada Post but the cost provided by Saint John Energy is less than normal postage.

***INPUT FROM OTHER SERVICE AREAS AND STAKEHOLDERS***

Finance and the City Solicitor's Office have reviewed the agreement.

***ATTACHMENTS***

Printing Service Agreement between the Power Commission of the City of Saint John and City of Saint John

THIS **PRINTING SERVICE AGREEMENT** made in triplicate this 17 day of December, 2018.

BETWEEN:

**THE POWER COMMISSION OF THE CITY OF SAINT JOHN**, a Commission established by resolution of Common Council of the City of Saint John in 1922, pursuant to the terms of the *New Brunswick Electric Power Act* 1920, 10 George V c. 53, hereinafter referred to as "Saint John Energy",

**OF THE FIRST PART**

- and -

**THE CITY OF SAINT JOHN**, having its offices at the City Hall Building at 15 Market Square, Saint John, New Brunswick, a body corporate by Royal Charter, confirmed and amended by Acts of the Legislative Assembly of the Province of New Brunswick, hereinafter referred to as the "City",

**OF THE SECOND PART**

**WHEREAS**, Saint John Energy in the course of its activities as provided for in The New Brunswick Electric Power Act, 1920 (10 Geo. V c.53 as amended), the "Power Act", has acquired a printing facility in order to produce and process material necessarily incidental to its operation, such as invoice, payroll and other financial documents; and

**WHEREAS**, the capacity of the printing facility referred to in the immediately preceding recital is greater than is presently required by Saint John Energy; and

**WHEREAS**, Saint John Energy and the City have agreed that it would be mutually beneficial to utilize a portion of the excess capacity of the aforesaid printing facility to provide printing and related services to the City; and

**WHEREAS**, Saint John Energy is obliged pursuant to the provisions of the *Local Governance Act*, S.N.B. 2017, c.18, and amendments thereto, to deliver its services on a user-charge basis as is more fully described therein; and

**WHEREAS**, Saint John Energy and the City have further agreed that the printing and related services to be delivered to the City as set out herein shall be provided on a cost recovery basis with “cost” being comprised of the projected material, labour, maintenance, security and depreciation cost to Saint John Energy directly attributable to the provision to the City of the aforesaid services, so that in doing so no financial burden will be borne by the customers of Saint John Energy.

**WHEREAS**, the Common Council on December 17, 2018 resolved:

- (a) that the City enter into a Printing Service Agreement with Saint John Energy in the form as attached to M&C# 2018-351 for the printing and mailing services of Saint John Water invoices and employees T4s and T4As, as well as the printing of monthly pension pay advices; and
- (b) that the Mayor and Common Clerk be authorized to execute the Agreement.

**NOW THEREFORE THIS AGREEMENT WITNESSETH** that in consideration of the mutual covenants and agreements herein and subject to the terms and conditions set out in this Agreement, the parties agree as follows:

### **Definitions**

The terms defined in this clause shall for all purposes of this Agreement have the meanings specified unless the context otherwise specifies or requires:

- 1(1) “**Address List**” means the list supplied by the City containing the names and addresses to which the City wishes to be delivered;
- 1(2) “**Applicable Laws**” mean all applicable requirements, laws, statutes, codes, acts, ordinances, orders, decrees, injunctions, by-laws, rules, regulations, official plans, permits, licences, authorizations, directions, and agreements with all authorities that now or at any time hereafter may be applicable to either this Agreement or any part of them;
- 1(3) “**Authorized Users**” include the Commissioner of Finance and Corporate Services, Comptroller and Assistant Comptroller(s);
- 1(4) “**Business Day**” means a day other than a Saturday, Sunday or statutory holiday in the Province of New Brunswick;
- 1(5) “**City**” means The City of Saint John;

- 1(6) **“City Address”** means 15 Market Square, P.O. Box 1971, Saint John, New Brunswick, E2L 4L1, Telephone: 506-658-2951, Fax: 506-649-7901;
- 1(7) **“City Confidential Information”** means all information of the City that is of a confidential nature, including all confidential information in the custody or control of the City, regardless of whether it is identified as confidential or not, and whether recorded or not, and however fixed, stored, expressed or embodied, which comes into the knowledge, possession or control of Saint John Energy in connection with this Agreement. For the purposes or greater certainty and without limiting the generality of the foregoing, City Confidential Information shall:
- (a) Include:
    - (i) all new information derived at any time from any such information whether created by the City, Saint John Energy or any third party;
    - (ii) all information (including personal information) that the City is obliged, or has the discretion, not to disclose under provincial or federal legislation;
  - (b) Not include information that:
    - (i) is or becomes generally available to the public without fault or breach on the part of Saint John Energy of any duty of confidentiality owed by Saint John Energy to the City or to any third party;
    - (ii) Saint John Energy can demonstrate to have been rightfully obtained by Saint John Energy, without any obligation of confidence, from a third party who had the right to transfer or disclose it to Saint John Energy free of any obligation of confidence; or
    - (iii) Saint John Energy can demonstrate to have been rightfully known to or in the possession of Saint John Energy at the time of disclosure free of any obligation of confidence when disclosed;

- 1(8) “**City Representative**” means a representative from the Finance Department of the City of Saint John;
- 1(9) “**Common Council**” means the elected municipal council of the City;
- 1(10) “**Mail**” means the postal delivery system operated by Canada Post Corporation;
- 1(11) “**Message**” means the text and data supplied by the City to Saint John Energy which may have some variable content but is formatted in an identical manner;
- 1(12) “**Printing Request**” means invoice printing (*single side*) and insertion into delivery envelope along with a return envelope, if required by City. Pay stub printing (*single side*) and insertion into delivery envelope;
- 1(13) “**Saint John Energy**” means The Power Commission of The City of Saint John, located at 325 Simms Street, Saint John, New Brunswick, E2M 3L6 Telephone: 506-658-5252, Fax: 506-658-0868;
- 1(14) “**Saint John Energy’s Representative**” means a representative from the Compliance, Regulatory and Commercial Affairs Department of Saint John Energy;
- 1(15) “**Services**” mean those services as set out in this Agreement and any additional services agreed between the parties in writing;
- 1(16) “**Services Fees**” mean the applicable costs or rates specified in the fee schedule section of this Agreement to be paid by the City;
- 1(17) “**Term**” means the term of this Agreement as set out in Section 3; and
- 1(18) “**Unit**” means an individual delivery envelope containing an invoice or pay stub or T4 -T4A.

### **General**

2(1) The City hereby agrees to retain Saint John Energy to provide the City with the Services and Saint John Energy hereby agrees to provide the Services to the City, all in accordance with the provisions of this Agreement.

2(2) All references to the City are deemed to include the City's Authorized Users as agents for the City and any actions taken by such Authorized Users are deemed to be the actions of the City. The Authorized Users have an administrative role and authority for the City of Saint John but cannot act on behalf of Council in altering this Agreement. The City shall require that each Authorized User abide by this Agreement.

### **Term**

3(1) The term of this Agreement shall be four (4) years, commencing on January 1, 2019 and terminating at midnight on December 31, 2022, unless otherwise terminated in accordance with the provisions thereof.

3(2) This Agreement shall be extended for one (1) additional period of four (4) years unless it's otherwise terminated upon thirty (30) days' written notification by either party prior to December 31, 2022. Such renewal period is subject to review of costs of services, if applicable.

### **Scope of Services**

4(1) Saint John Energy shall perform the Services as set out in this Agreement which include, but are not limited to the following:

- (a) Providing printing and mailing services for water and sewerage invoices to the customers of the City;
- (b) Providing printing and mailing services for monthly pension pay advices and T4s and T4As of the employees of the City and pensioners; and
- (c) Providing any other services agreed between the parties.

4(2) Saint John Energy shall perform these Services under the general direction and control of the Authorized Users and with all due and reasonable diligence, professional skills and competence.

### **Fees**

5(1) The City shall pay to Saint John Energy the fees in accordance with the following:

- (a) The applicable postage and Services Fees plus all applicable taxes, net 45 days from the date of the invoice;
- (b) The Services Fees are as follows:

		Year 1	Year 2	Year 3	Year 4
<b>Water and Sewerage Invoices</b>	Canada Post - high density presort Incentive Lettermail™ - rate per unit <i>(subject to change without notice)</i>	\$0.78	\$0.78	\$0.78	\$0.78
	Service Fee per unit	\$0.237	\$0.242	\$0.247	\$0.252
	Set-up Fee <i>(if current format significantly altered)</i>	\$960.00	\$960.00	\$960.00	\$960.00
<b>Pension Pay Advices</b>	Canada Post - high density presort Incentive Lettermail™ - rate per unit <i>(subject to change without notice)</i>	\$0.78	\$0.78	\$0.78	\$0.78
	Service Fee per unit	\$0.165	\$0.168	\$0.172	\$0.175
	Set-up Fee <i>(if current format significantly altered)</i>	\$960.00	\$960.00	\$960.00	\$960.00
<b>T4s and T4As</b>	Canada Post Lettermail™ rate per unit <i>(subject to change without notice)</i>	\$0.84	\$0.84	\$0.84	\$0.84
	Service Fee per unit	\$0.250	\$0.255	\$0.260	\$0.266
	Annual Set-up Cost <i>(Time and Materials)</i>	\$688.00	\$701.00	\$715.00	\$730.00
	Set-up Fee <i>(if current format significantly altered)</i>	\$960.00	\$960.00	\$960.00	\$960.00
<b>Extra Inserts</b>	Price dependent on customer's specific requirements. Will quote on request.				

5(2) The Services Fees to be paid by the City for the Services performed hereunder shall be exclusive of any applicable sales taxes.

5(3) With respect to any invoice submitted by Saint John Energy, the City may, without triggering a default under this Agreement, withhold from any payment otherwise due:

- (a) any amount incorrectly invoiced, provided that the City Representative or the City timely informs Saint John Energy in writing of the amounts alleged to be incorrectly invoiced and the basis for any such assertion for review, resolution and rebilling purposes; or
- (b) any amount in dispute.

5(4) Unless the City has notified Saint John Energy in writing within 30 days of any errors in the statement of account or the invoice/transaction records, then they shall be deemed to be complete and correct.

5(5) The City agrees to pay interest on unpaid amounts at the rate of 1-½ percent per month (19.56% per year) calculated from the date of the applicable invoice.

5(6) Saint John Energy is not obliged to extend any credit to the City.

### **Obligations and Responsibilities of Saint John Energy**

6(1) Upon the initial creation of a new Message by the City or message format, Saint John Energy, at its own expense, shall:

- (a) Provide a copy or proof of the printed Message to the City to ensure that the printed Message is satisfactory in all respects;
- (b) Cause the customer's Message to be printed on stationery, addressed, enveloped and introduced into the Mail delivery system for the City's water and sewerage invoices;
- (c) Cause the Message to be printed on stationery, addressed, enveloped and delivered to a specified location for the City pay-stubs, in either case in accordance with the Schedule of Production Details attached hereto as Schedule "A";
- (d) Not alter the content, size, weight, packaging, file format or other requirements of the City's Printing Request without prior written notice and acceptance by the City;
- (e) Unless otherwise agreed will supply stationery as outlined in Schedule "A"; and
- (f) Purchase stationery in quantities not less than 100,000 units of each type. If the City requests that Saint John Energy alter the type of stationery from that set out in Schedule "A", the City shall pay Saint John Energy the cost and take possession of the balance of unused stationery. The City shall pay Saint John Energy for any stationery remaining upon completion or termination of this agreement.

### **Obligations and Responsibilities of the City**

7(1) The City, at its own expense, through its Finance Department, shall:

- (a) Deliver the electronic Message and Address List to a file transfer protocol (FTP) site, as specified by Saint John Energy;
- (b) Deliver any customer provided custom stationery to Saint John Energy's office at 325 Simms Street, Saint John, New Brunswick;
- (c) Format the electronic Message and Address List in accordance with an approved Saint John Energy file specifications as established from time to time;

- (d) Not alter the size, weight, packaging, file format or other requirements of their Printing Request without prior written notice and acceptance by Saint John Energy;
- (e) Ensure that all information and materials required by Saint John Energy to print the Message (including but not limited to the Message, Address List, custom stationery) shall be received by Saint John Energy on the agreed date and time as presented in -Schedule "A" contained in this Agreement or production will be re-scheduled at the next available opportunity;
- (f) Achieve, by commencement of this Agreement and maintain thereafter, a 95% address accuracy rate, in accordance with Canada Post's preferred rate address accuracy requirements;
- (g) Ensure that the monthly "metered" customers and the bi-annual "flat rate" customers are not requested for printing in the same week; and
- (h) Ensure that all items must comply with the requirements set out in this Agreement and all documents referenced therein, subject to any amendments and that items not complying with these requirements may not be processed under this Agreement.

### **Failure to Perform**

8(1) Should Saint John Energy fail for any cause whatever to perform the Services provided for by this Agreement, or fail to perform the Services in a manner satisfactory to the City, then, in either case, all payments by the City to Saint John Energy shall cease as of the date of such failure, and the City may appoint its officials, or any other person or persons in the place of Saint John Energy to perform the Services and Saint John Energy shall have no claim against the City except for the Services which has been performed by Saint John Energy under this Agreement up to the time of such failure, without further liability, penalty or obligation to the City under this Agreement, and subject to any amounts that have already been paid to Saint John Energy.

### **Dismissal and Termination**

9(1) In the event that the City is dissatisfied with the Services performance by the Saint John Energy or that Saint John Energy does not comply with the specifications and the terms and conditions of this Agreement, the parties agree that the City may dismiss Saint John Energy at any time, with or without cause, on thirty (30) days' prior written notice.

Saint John Energy will accept payment for Services performed to the date of dismissal on a pro-rated basis in accordance with the provisions of this Agreement, in full satisfaction of any and all claims under this Agreement, without further liability, penalty or obligation to the City under this Agreement, and subject to any amounts that have already been paid to Saint John Energy.

9(2) This Agreement may be terminated by the City upon thirty (30) days' written notice to Saint John Energy of the City's intention to terminate the same.

9(3) In the event of termination of this Agreement by the City, the City shall within forty-five (45) Business Days of termination pay Saint John Energy, all services rendered by Saint John Energy up to the date of termination, in accordance with the payment provisions set out in this Agreement, without further liability, penalty or obligation to the City under this Agreement, and subject to any amounts that have already been paid to Saint John Energy.

### **Confidential Information**

10(1) During and following the Term, Saint John Energy shall:

- (a) Keep all City Confidential Information confidential and secure;
- (b) Limit the disclosure of City Confidential Information to only those employees, directors, partners, officers, agents, representatives, advisors or subcontractors who have a need to know it in order for Saint John Energy to perform the Services hereunder;
- (c) Not directly or indirectly disclose, destroy, exploit or use any City Confidential Information (except for the purpose of providing the Services, or except if required by order of a court or tribunal having jurisdiction), without first obtaining:
  - (i) The written consent of the City; and
  - (ii) In respect of any City Confidential Information relating to any third party, the written consent of such third party;
- (d) Provide City Confidential Information to the City on demand; and
- (e) Return all City Confidential Information to the City on or before the termination or expiry of the Term, with no copy or portion kept by Saint John Energy. Saint John Energy shall ensure that those of its directors, officers, employees, agents, partners, representatives, advisors or subcontractors who

have been provided with City Confidential Information will keep all City Confidential Information confidential and secure in accordance with the requirement of this Agreement and that all such City Confidential Information be returned to the City before the termination or expiry of the Term.

10(2) Saint John Energy shall not copy any City Confidential Information, in whole or in part, unless copying is essential for the provision of the Services.

10(3) Saint John Energy acknowledges that breach of any provisions of this Section 10 may cause irreparable harm to the City or to any third party to whom the City owes a duty of confidence, and that the injury to the City or to any third party may be difficult to calculate and inadequately compensable in damages. Saint John Energy agrees that the City is entitled to obtain injunctive relief (without proving any damage or harm sustained by it or by any third party) or any other remedy against any actual or potential breach of the provisions of this Section 10.

10(4) If Saint John Energy or any of its directors, officers, employees, agents, representatives, advisors or subcontractors becomes legally compelled to disclose any City Confidential Information, Saint John Energy will provide the City with prompt notice to that effect in order to allow the City to seek one or more protective orders or other appropriate remedies to prevent or limit such disclosure, and it shall co-operate with the City and its legal counsel to the fullest extent. If such protective orders or other remedies are not obtained, Saint John Energy will disclose only that portion of City Confidential Information which Saint John Energy is legally compelled to disclose, only to such person or persons to whom Saint John Energy is legally compelled to disclose, and Saint John Energy shall provide notice to each such recipient (in co-operation with legal counsel for the City) that such City Confidential Information is confidential and subject to non-disclosure on terms and conditions equal to those contained in this Agreement.

10(5) Saint John Energy will take all reasonable steps to ensure the confidentiality of the City's Confidential Information while in their possession. Specifically,

- (a) Saint John Energy will ensure that pay stub Messages are in the presence of an authorized employee, in a restricted access area, while being printed, packaged and sealed;
- (b) That water and sewerage Messages are in a restricted access area, while being printed, packaged and sealed;
- (c) That all completed and packaged Messages will be held in a restricted access area until delivery by an authorized delivery

service, to either the Mail, in the case of water and sewerage Messages, or the designated location at City Hall, in the case of pay stub Messages; and

- (d) That all electronic files are deleted after completion of the customers Printing Request.

10(6) The provisions of this Section 10 shall survive any termination or expiry of this Agreement.

### **Remedies**

11(1) Subject to Sections 16 and 17 hereof, upon default by any party under any terms of this Agreement, and at any time after the default, any party shall have all rights and remedies provided by law and by this Agreement.

11(2) No delay or omission by the parties in exercising any right or remedy shall operate as a waiver of them or of any other right or remedy, and no single or partial exercise of a right or remedy shall preclude any other or further exercise of them or the exercise of any other right or remedy. Furthermore, any parties may remedy any default by the other party in any reasonable manner without waiving the default remedied and without waiving any other prior or subsequent default by the defaulting party. All rights and remedies of any party granted or recognized in this Agreement are cumulative and may be exercised at any time and from time to time independently or in combination.

### **Indemnification**

12(1) Subject to clause 12(2) hereof, but notwithstanding any other clauses herein, Saint John Energy shall indemnify and save harmless the City from all damages, costs, claims, demands, actions, suits or other proceedings by whomsoever claimed, made, brought or prosecuted in any manner and whether in respect of property owned by others or in respect of damage sustained by others based upon or arising out of or in connection with the performance of this Agreement or anything done or purported to be done in any manner hereunder, but only to the extent that such damages, costs, claims, demands, actions, suits or other proceedings are attributable to and caused by Saint John Energy's negligence, errors or omissions.

12(2) In no event shall Saint John Energy be obligated to indemnify the City in any manner whatsoever in respect of any damages, costs, claims, demands, actions, suits or other proceedings caused by the negligence of the City, or any person for whom the City is responsible.

12(3) Saint John Energy will not be held liable for any failure of the postal system once the City's Printing Request has been delivered to the Mail. In no event shall Saint John Energy be liable for any indirect, special, incidental or consequential damages, even if Saint John Energy has been advised of the possibility thereof.

### **Assignment of Agreement**

13 This Agreement cannot be assigned by Saint John Energy to any other service provider without the express written approval of the City.

### **Performance**

14 All parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

### **Non-Performance**

15 The failure on the part of any parties to exercise or enforce any right conferred upon it under this Agreement shall not be deemed to be a waiver of any such right or operate to bar the exercise or enforcement thereof at any time or times thereafter.

### **Mediation**

16(1) All disputes arising out of, or in connection with, this Agreement, or in respect of any legal relationship associated with or derived from this Agreement, shall be mediated upon the willingness of all parties. Despite an agreement to mediate, a party may apply to a court of competent jurisdiction or other competent authority for interim measures of protection at any time.

16(2) The place of mediation shall be the City of Saint John and Province of New Brunswick.

### **Arbitration**

17(1) In the event that the parties are unwilling to mediate their dispute and that the dispute between the parties remain unresolved, then either the City or Saint John Energy, upon written notice to the other, may refer the dispute for determination to a Board of Arbitration consisting of three persons, one chosen by and on behalf of the City, one chosen by and on behalf of Saint John Energy and the third chosen by these two. In case of failure of the two arbitrators appointed by the parties hereto to agree upon a third arbitrator, such third arbitrator shall be appointed by a Judge of the Court of Queen's Bench of New Brunswick.

17(2) Any determination made by the Board of Arbitration shall be final and binding upon the parties and the cost of such determination shall be apportioned as the Board of Arbitration may decide.

17(3) No one shall be appointed or act as arbitrator who is in any way interested, financially or otherwise, in the conduct of the work or in the business or other affairs of any parties.

17(4) When the City or Saint John Energy seek such arbitration, the applicant shall deposit a security to the amount of One Thousand Dollars (\$1,000.00) with Finance Department of the City who is responsible for this Agreement, and such deposit is to be applied to the cost of the arbitration.

17(5) The place of arbitration shall be the City of Saint John and Province of New Brunswick.

17(6) The provisions of the *Arbitration Act*, S.N.B. 1992, c. A-10.1, and amendments thereto, shall apply to the arbitration.

### **Force Majeure**

18(1) Neither party shall be liable for damages caused by delay or failure to perform its obligations under this Agreement where such delay or failure is caused by an event beyond its reasonable control. The parties agree that an event shall not be considered beyond a party's reasonable control if a reasonable business person applying due diligence in the same or similar circumstances under the same or similar obligations as those contained in this Agreement would have put in place contingency plans to materially mitigate or negate the effects of such event. Without limiting the generality of the foregoing, the parties agree that force majeure events shall include natural disasters and acts of war, insurrection and terrorism but shall not include shortages or delays relating to supplies or services.

18(2) If a party seeks to excuse itself from its obligations under this Agreement due to a force majeure event, that party shall immediately notify the other party of the delay or non-performance, the reason for such delay or non-performance and the anticipated period of delay or non-performance. If the anticipated or actual delay or non-performance exceeds fifteen (15) Business Days, the other party may immediately terminate this Agreement by giving notice of termination and such termination shall be in addition to the other rights and remedies of the terminating party under this Agreement, at law or in equity.

### **Time**

19 This Agreement shall not be enforced or bind any of the parties, until executed by all the parties named in it.

### **Notices**

20(1) Notices shall be in writing and shall be delivered by postage-prepaid envelope, personal delivery or facsimile and shall be addressed to, respectively, the City Address to the attention of the Common Clerk and to Saint John Energy Address to the attention of their Representative. Notices shall be deemed to have been given:

- (a) in the case of postage-prepaid envelope, five (5) Business Days after such notice is mailed; or
- (b) in the case of personal delivery or facsimile one (1) Business Day after such notice is received by the other party. In the event of a postal disruption, notices must be given by personal delivery or by facsimile. Unless the parties expressly agree in writing to additional methods of notice, notices may only be provided by the methods contemplated in this paragraph.

### **Reference to Prior Agreement**

21 This Agreement supersedes and takes the place of all prior agreements entered into by the parties with respect to the Services as set forth in this Agreement.

### **Amendments**

22 No change or modification of this Agreement shall be valid unless it is in writing and signed by all parties.

### **Acknowledgment of Terms and of Entirety**

23 It is agreed that this written instrument embodies the entire agreement of the parties with regard to the matters dealt with in it, and that no understandings or agreements, verbal or otherwise, exist between the parties except as expressly set out in this instrument.

### **Further Documents**

24 The parties agree that each of them shall, upon reasonable request of the other, do or cause to be done all further lawful acts, deeds and assurances whatever for the better performance of the terms and conditions of this Agreement.

### **Validity and Interpretation**

25(1) Paragraph headings are inserted solely for convenience of reference, do not form part of this Agreement, and are not to be used as an aid in the interpretation of this Agreement.

25(2) The failure of the parties to insist upon strict adherence to any term or condition of the Agreement on any occasion shall not be considered a waiver of any right thereafter to insist upon strict adherence to that term or condition or any other term or condition of the Agreement.

25(3) The Schedules to the Agreement form part of and are incorporated into the Agreement as fully and effectively as if they were set forth in the Agreement.

### **Governing Law**

26 This Agreement shall be governed by and construed in accordance with the laws of the Province of New Brunswick.

### **Successors, Assigns**

27 This Agreement shall enure to the benefit of and be binding on the successors and assigns of the City and on the successors and permitted assigns of Saint John Energy.

### **Severability**

28 It is intended that all provisions of this Agreement shall be fully binding and effective between the parties, but in the event that any particular provision or provisions or part of one is found to be void, voidable or unenforceable for any reason whatsoever, then the particular provision or provisions or part of the provision shall be deemed severed from the remainder of this Agreement and all other provisions shall remain in full force.

### **Independent Legal Advice**

29 The parties acknowledge having obtained their own independent legal advice with respect to the terms of this Agreement prior to its execution.

### **Acknowledgment of Receipt of Copy**

30 Each of the parties acknowledges receipt of a true copy of this Agreement.

**IN WITNESS WHEREOF** the parties hereto have caused these presents to be executed by their proper officers and The Power Commission of The City of Saint John and The City of Saint John, have caused their corporate seals to be affixed as of the day and year first above written.

**SIGNED, SEALED & DELIVERED**

In the presence of:

)  
) **THE POWER COMMISSION OF**  
) **THE CITY OF SAINT JOHN**

) Per:

) \_\_\_\_\_  
) Raymond R. Robinson, President and  
) CEO

)  
) **THE CITY OF SAINT JOHN**

) \_\_\_\_\_  
) Mayor

) \_\_\_\_\_  
) Common Clerk

) Common Council Resolution:

) \_\_\_\_\_, 2018

**PROVINCE OF NEW BRUNSWICK**

**COUNTY OF SAINT JOHN**

I, **Raymond R. Robinson**, of the City of Saint John and Province of New Brunswick, **MAKE OATH AND SAY:**

1. THAT I am the President and CEO of The Power Commission of The City of Saint John (the "Commission"), and am authorized to make this affidavit and have personal knowledge of the matters hereinafter deposed to.
2. That the Commission does not have a corporate seal.
3. THAT the signature "\_\_\_\_\_" is the signature of \_\_\_\_\_, the Chairman of the Commission, and the signature of "**Raymond R. Robinson**" subscribed to the foregoing instrument is my signature and in my own proper handwriting.
4. THAT the Chairman and the President are the officers of the Commission duly authorized to execute the foregoing instrument.
- 5 THAT the said document was executed as aforesaid at the City of Saint John in the Province of New Brunswick on the \_\_\_\_ day of \_\_\_\_\_, 2018.

SWORN TO before me at )  
 Saint John, in the County of )  
 Saint John and Province )  
 of New Brunswick this \_\_\_\_ )  
 day of \_\_\_\_\_, 2018. )  
 )  
 )  
 )  
 \_\_\_\_\_ )  
 Commissioner of Oaths, )  
 )

\_\_\_\_\_  
 Raymond R. Robinson, President and  
 CEO

**Schedule “A”**

**Schedule of Production Details**

<b>Customer Water and Sewerage Invoices</b>	
Stationery Supplied by Saint John Energy:	Mailing envelope - #10 double windowed, secure.
	Invoice paper – 20 lb. white, stub on bottom with micro perforation.
	Return envelopes – 6-1/2 x 3-5/8 single colour logo and bilingual return address.
Estimated Printing Request volume and timeframe.	<p>Metered customers- Approx. 3,230 invoices bi-monthly, around the 20<sup>th</sup> of the month (<i>Message printed on front side only.</i>)</p> <p>Flat rate customers – Approx. 14,120 bi-annually (February, August time frame). (<i>Message Printed on front and back.</i>)</p>
Production Timeline	Message file to be delivered by customer to specified FTP site by 11:30 a.m. Atlantic Time three (3) business days before required mailing date.
	Saint John Energy to return Message file within four hours of receipt, for approval by customer.
	Customer to review and give authorization to proceed by 4:30 p.m. Atlantic Time the day on which the file is returned to the customer for authorization.
	Printing Request will be completed and delivered to the Mail by 4:30 p.m. three (3) Business Days following the delivery of the Message file from the customer.

<b>Customer Pay Advices &amp; T4s – T4As</b>	
Stationery Supplied by Saint John Energy:	Delivery envelope - #10 windowed secure, with return address and logo (for pay stubs only).
	Pay stub paper – 20 lb. white.
Estimated Printing Request volume and timeframe.	<p>Approx. 900-950 pay advices for pensioners per month. File received 3rd or 4<sup>th</sup> week of each month.</p> <p>Approx. 2,200 T4s &amp; T4As per year. File received in the February timeframe.</p>
Production Timeline	Message files to be delivered by customer utilizing encrypted e-mail: before 11:30am Atlantic time the day of the file transmission.
	Printing Request will be completed and delivered to the 12 <sup>th</sup> Floor City Hall Human Resources office, by 4:30 p.m. the Business Day following the delivery of the Printing Request from the customer. T4s and T4As will be mailed by Saint John Energy.

## COUNCIL REPORT

M&C No.	2018-361
Report Date	December 07, 2018
Meeting Date	December 17, 2018
Service Area	Growth and Community Development Services

His Worship Mayor Don Darling and Members of Common Council

***SUBJECT: Proposed Easement in favour of The City of Saint John – Develop Saint John Inc. Subdivision, Galbraith Place***

***OPEN OR CLOSED SESSION***

This matter is to be discussed in open session of Common Council.

***AUTHORIZATION***

Primary Author	Commissioner/Dept. Head	City Manager
<b><i>Mark Reade</i></b>	<b><i>Jacqueline Hamilton</i></b>	<b><i>Neil Jacobsen</i></b>

***RECOMMENDATION***

That Common Council adopt the following resolution:

“Resolved that the City accept an easement from Develop Saint John Inc. to the land identified on the tentative subdivision plan “Develop Saint John Inc. Subdivision” dated December 11, 2018 and prepared by Don-More Surveys & Engineering Ltd., to the land identified thereon by the words “Easement in favour of The City of Saint John”, for the purpose of (i) providing the City by its officers, servants, agents, contractors and workers, the right to enter the lands subject to the easement with machinery, materials, vehicles and equipment and to construct, alter, maintain, increase the number and/or size of water pipelines and any like local government works including all related works appurtenant thereto and (2) also for the purpose of providing the City by its officers, servants, agents, contractors and workers a right of way to and over the said lands for the purpose of gaining access and egress to and from the City’s water utility infrastructure located on the adjacent property, in all cases subject to the City’s restoring promptly and as far as is practicable the surface of the lands to the same condition in which it existed prior to the commencement of the work or excavation, together with the right by action or otherwise at any time to enjoin the owner of the lands subject to the easement including the heirs, executors, administrators, successors and assigns of the owner from erecting or locating on the lands subject to the easement any building, structure or other obstacle which could impair the free and full use of the easement or permitting the erection or location on it of any such building, structure or other obstacle.”

### **EXECUTIVE SUMMARY**

The purpose of this report is to seek Common Council's acceptance of an easement to protect existing City piped infrastructure and access road.

### **PREVIOUS RESOLUTION**

On November 5, 2018 Common Council authorized the acceptance of money-in-lieu of the required land for public purposes (LPP) for the proposed subdivision.

### **STRATEGIC ALIGNMENT**

It is in the interest of The City of Saint John to obtain easements for the protection and maintenance of municipal services and infrastructure.

### **REPORT**

The applicant is seeking to subdivide existing lands with frontage on Galbraith Place and King William Road as shown on the attached subdivision plan. Lots 18-1 and 18-2 will be marketed for private development with Lot 18-3 bring sold to Emera Pipeline.

The creation of the proposed Lot 18-3 requires the establishment of a 23 metre wide easement to accommodate existing City services along with granting the City access rights over the existing access road between the City's water tower located on PID 55230627 (Parcel E on the attached plan) and Watertower Road. A resolution of Common Council is required for the acceptance of the easement.

The location and width of the easement has been confirmed by staff as sufficient to accommodate the existing underground infrastructure and access road. The purpose of this report is to recommend the necessary formal acceptance of the easement by resolution of Common Council. Develop Saint John has confirmed that they will convey the easement to the City and that this conveyance will be made prior to the transfer of lot 18-3 to the purchaser.

Often the vesting of easements is considered by Council in a recommendation from the Planning Advisory Committee when dealing with more significant subdivision and development applications where the assent to a Public Street is are required. However, in this case there is no new Public Street bring created, and the *Community Planning Act* does not require the Committee's involvement when only dealing with easements.

The acceptance of the proposed easement is supported by staff. Therefore Council's acceptance of the easement is recommended.

***SERVICE AND FINANCIAL OUTCOMES***

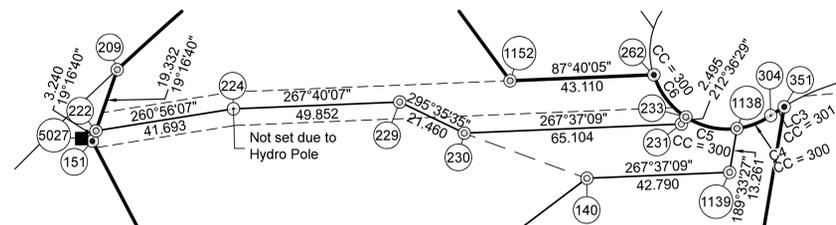
Not Applicable

***INPUT FROM OTHER SERVICE AREAS AND STAKEHOLDERS***

Infrastructure Development, Saint John Water, the City Solicitor's Office and Real Estate Services have reviewed this report and the proposed easement.

***ATTACHMENTS***

Subdivision Plan – Develop Saint John Inc. Subdivision



Inset  
Scale = 1:1000

**Approvals**

**NB Grid Coordinate Values**

Point	Easting	Northing	Remarks
2	2525680.350	7357062.381	SMS
4	2525401.327	7356849.959	SMS
51	2526826.709	7357364.401	P2597
114	2524954.320	7357568.520	P34843194
116	2525782.733	7357378.141	P34843194
117	2525821.120	7357373.499	P34843194
118	2525731.956	7357342.960	P34843194
132	2525854.254	7357600.168	Drawer 7, Plan 61
140	2525695.412	7357619.873	SMS
146	2525407.337	7357083.622	Drawer 7, Plan 61
148	2525558.893	7357412.987	Drawer 7, Plan 61
149	2525555.232	7357498.223	Drawer 7, Plan 61
150	2525584.967	7357559.382	P16093107
151	2525547.264	7357630.973	P16093107
209	2525554.716	7357652.279	P16093107
216	2525588.664	7357539.624	SMS
220	2525932.975	7357498.579	P238
222	2525548.334	7357634.031	SMS
223	2525831.140	7357425.127	P238
224	2525589.506	7357640.600	CALC
229	2525639.317	7357642.628	SMS
230	2525658.671	7357633.358	SMS
231	2525723.718	7357636.062	SMS
233	2525725.063	7357638.164	SMS
251	2525514.122	7357295.605	EASEMENT
252	2525504.611	7357270.660	EASEMENT
253	2525674.527	7357057.948	EASEMENT
254	2525699.464	7357026.730	EASEMENT
255	2525708.916	7357051.749	EASEMENT
256	2525686.795	7357079.441	EASEMENT
262	2525715.483	7357650.733	P27439158
300	2525737.452	7357657.542	P21269650
301	2525793.251	7357576.371	P21269650
304	2525750.481	7357638.588	P21269650
313	2525735.041	7357207.147	P28216100
350	2525719.003	7357430.486	P31567036
351	2525754.539	7357641.191	P31567036
906	2526201.485	7356953.314	P16093107
1110	2525729.244	7357207.848	P28344498
1138	2525740.367	7357634.727	SMS
1139	2525738.165	7357621.650	SMS
1152	2525672.409	7357648.979	P27439158
1153	2525625.956	7357712.017	P27439158
5012	2525954.393	7357600.213	RIB REBAR
5021	2525494.090	7357243.067	SQIB
5027	2525547.161	7357631.021	SQIB
5036	2525932.827	7357498.463	RIB REBAR
5037	2525830.995	7357425.033	SMF
20081	2526056.252	7357890.386	HPN Mon-Obs
20087	2527270.457	7359218.744	HPN Mon-Obs

**Title Data**  
 PIDs 00286377, 55053037, 55217632  
 Owner: Develop Saint John Inc./Développeur Saint John Inc.  
 Document 38233772  
 Registered: 2018-07-30

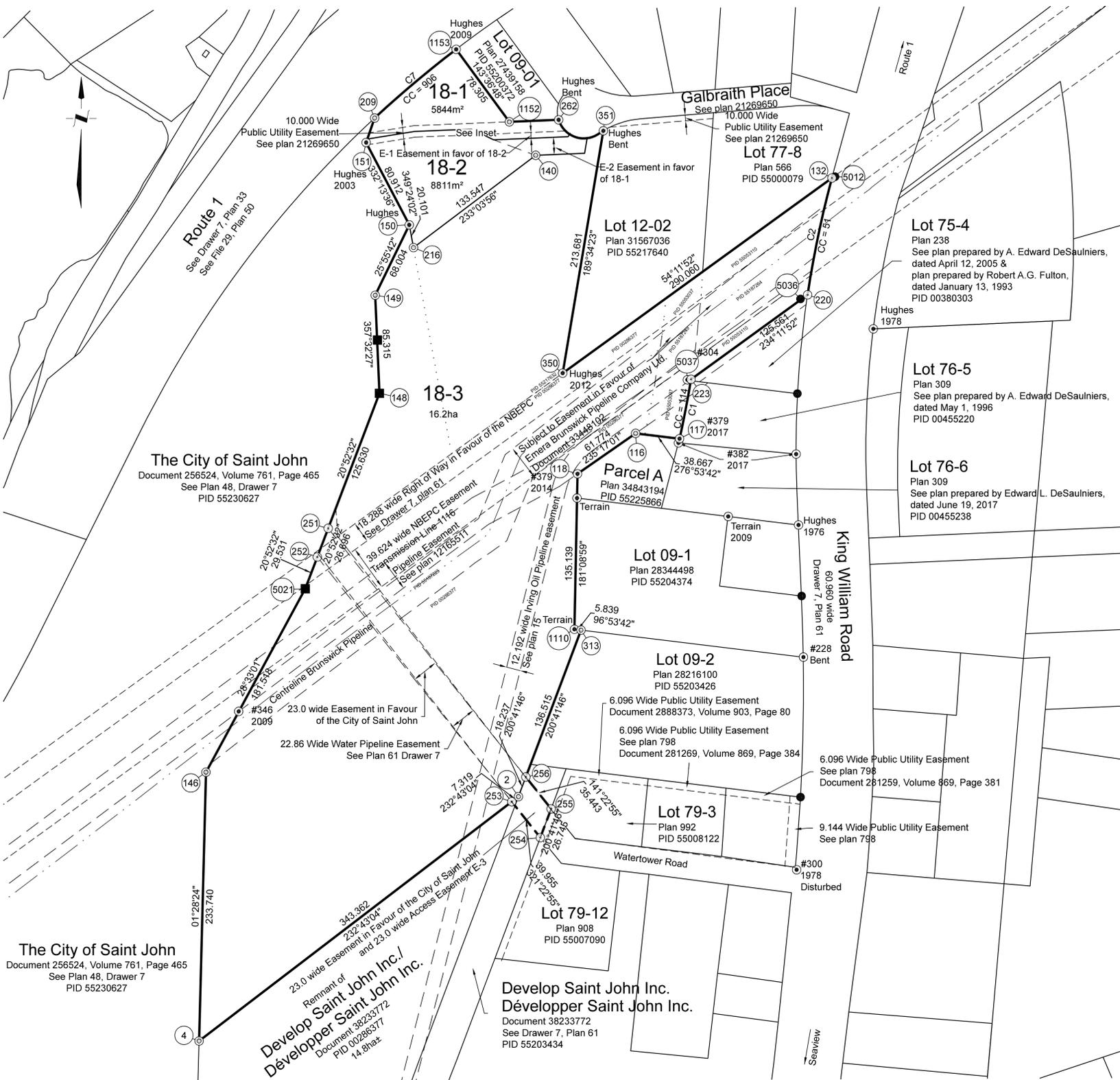
PID 55053110  
 Saint John Industrial Parks Ltd. to  
 Develop Saint John Inc./Développeur Saint John Inc.  
 Document 38234424  
 Dated: January 1, 2018  
 Registered: July 7, 2018  
 Land Titles Date:

PIDs 55187223, 55187249, 55187264  
 Her Majesty the Queen in Right of the Province of New Brunswick to  
 Develop Saint John Inc.  
 Document 38646114  
 Dated: November 9, 2018  
 Registered: December 4, 2018  
 Land Titles Date:

**Signature of Owners**

Steve Carson, CEO  
 for: Develop Saint John Inc./Développeur Saint John Inc.

John Logan, Secretary/Treasurer  
 for: Develop Saint John Inc./Développeur Saint John Inc.



The City of Saint John  
 Document 256524, Volume 761, Page 465  
 See Plan 48, Drawer 7  
 PID 55230627

Remnant of  
 Develop Saint John Inc./  
 Développeur Saint John Inc.  
 Document 38233772  
 PID 00286377  
 14.8ha±

Develop Saint John Inc.  
 Développeur Saint John Inc.  
 Document 38233772  
 See Drawer 7, Plan 61  
 PID 55203434

**Curve Data**

Curve	Radius	Arc	Chord	Chord Azimuth
C1	888.468	52.599	52.592	190°59'02"
C2	903.750	103.851	103.794	191°49'48"
C3	75.500	4.822	4.821	57°19'25"
C4	23.000	10.928	10.826	69°06'25"
C5	23.000	16.006	15.685	102°39'20"
C6	23.000	16.132	15.804	142°45'11"
C7	952.294	93.009	92.972	50°01'07"

**Note**  
 The easements shown within lot 18-3 are shown on prior plans. Where no document is listed, none was found to create these easements.

**Key Plan**  
 Scale = 1:50,000

**Legend**

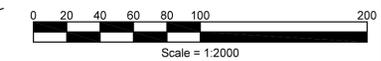
- SMS - Standard survey marker set
- SMF - Standard survey marker found
- CALC - Calculated point
- RIB - Round iron bar found
- SQIB - Square iron bar found
- IP - Iron pipe found
- Tabulated coordinate reference

Lands dealt with by this plan

- Notes**
- All computations performed and coordinates shown are based on the NB stereographic double projection and the NAD83(CRS) ellipsoid as realized by Service New Brunswick's Active Control System.
  - All distances shown are grid distances calculated using a combined scale factor utilizing geoid model HT2.0.
  - All directions are NB grid azimuths established using GNSS.
  - Document and plan numbers referred to are those of the land titles or county registry office.
  - Certification is not made as to legal title, being the domain of a lawyer, nor to the zoning & setback bylaws or regulations, being the domain of a development officer.
  - Certification is not made as to covenants set out in the document(s) and the location of any underground services and/or fixtures permanent or otherwise.
  - Peripheral information and adjacent owner information was derived from SNB records.
  - Field survey was completed in December, 2018.

- Purpose of Plan**
- To create lots 18-1, 18-2, 18-3
  - To show an Easement in Favour of the City of Saint John
  - To show Easement E-1 in favor of lot 18-2
  - To show Easement E-2 in favor of lot 18-1
  - To show Easement E-3 in favor of lot 18-3

Subdivision Plan  
**Develop Saint John Inc. Subdivision**  
 Galbraith Place,  
 City of Saint John,  
 Saint John County, NB



**DON MORE SURVEYS & ENGINEERING LTD.**

Dated:  
 December 12, 2018

ANDREW K. TOOLE, N.B.L.S. # 379

Dwg: 14007-L-SDF



## COUNCIL REPORT

M&C No.	2018-359
Report Date	December 13, 2018
Meeting Date	December 17, 2018
Service Area	Corporate Services

His Worship Mayor Don Darling and Members of Common Council

***SUBJECT: Canadian Institute of Cybersecurity Membership Agreement***

***OPEN OR CLOSED SESSION***

This matter is to be discussed in open session of Common Council.

***AUTHORIZATION***

Primary Author	Commissioner/Dept. Head	City Manager
<b><i>Stephanie Rackley-Roach</i></b>	<b><i>Neil Jacobsen</i></b>	<b><i>Neil Jacobsen</i></b>

***RECOMMENDATION***

It is recommended that the Mayor and Common Clerk be authorized to execute the Collaborative Research Agreement (attached) with the Canadian Institute of Cybersecurity (CIC) for a one-year Strategic Membership to carry out work related to enhancing the security of the City of Saint John’s information systems and data.

***EXECUTIVE SUMMARY***

Organizations across Canada are making cybersecurity a top priority given the potential devastating impact of a cyberattack in terms of service delivery, productivity, customer privacy, financial loss, and reputation. The City has investigated the benefits of obtaining a Strategic Membership from the Canadian Institute of Cybersecurity (CIC) to improve protection of our information systems and data. The City would also work with the CIC to customize and deliver training to increase technical capacity within the Information Technology team and improve awareness among employees in how to defend against cyberattacks. The cost for a one-year Strategic Membership is \$40,000.00; UNB does include tax on membership fees. The attached Collaborative Research Agreement (Agreement) outlines the obligations, deliverables, and the scope of work to be undertaken by the CIC and the City during the term of the membership. Based out of the University of New Brunswick, the CIC has a vested interest in improving cybersecurity across the province.

***PREVIOUS RESOLUTION***

N/A

## **REPORT**

Cybersecurity is the practice of protecting information systems, networks, and applications from digital attacks. These attacks are typically aimed at accessing, changing, or destroying sensitive information, extorting money from users, or interrupting normal business processes.

Ensuring effective cybersecurity measures are in place is becoming increasingly challenging. Cyber attackers are becoming more sophisticated and clever in how they gain unauthorized access to information systems. As many organizations including local governments have learned, cyberattacks are no longer a matter of 'if', but 'when'. The more common types of cybersecurity threats include ransomware, malware, social engineering, and phishing.

While outdated information security controls or architecture and unauthorized access are two vulnerabilities to an organization's information systems and data, people remain the weakest link when it comes to cybersecurity. According to a 2018 survey of organizations conducted by Ernst & Young, *27% of Canadian respondents indicate the most likely source of a cyberattack is a careless employee, while 36% of respondents cite poor user awareness and behaviour as the top risk associated with the growing use of mobile devices.* An effective threat prevention strategy must include cybersecurity training and education programs to ensure employees can identify and prevent cybersecurity threats.

Organizations across Canada are making cybersecurity a top priority given the potential severity of an attack. A successful cybersecurity approach has multiple layers of protection spread across computers, networks, applications, and data to defend against cyberattacks. The City has invested in the protection of our information systems and data; however, in order to keep up with evolving cyber threats, the City has investigated the benefits of obtaining a membership with the Canadian Institute of Cybersecurity (CIC).

The CIC is a comprehensive multidisciplinary training, research and development, and entrepreneurial unit that draws on the expertise of researchers. Based at the University of New Brunswick in Fredericton, their mission is to contribute to Canadian society by being a transformational leader in cybersecurity through problem solving, quality research undertakings, and intellectual property generation. This includes offering effective consultancy services and training, and providing students with career-related education and experience.

Corporate membership to the CIC is available to industry, public institutions, and government departments. The member receives essential services from the CIC, aiming to increase their capability and potential of dealing with cybersecurity and/or developing cybersecurity solutions including:

- Exclusive advising and consulting services
- Company-specific, hands-on technical support
- Targeted research and development

The Strategic Membership offered by the CIC best meets the City's needs. This membership is targeted at organizations with an ongoing cyber presence, continuously

dealing with cybersecurity challenges and facing potential cybersecurity threats; more specific benefits include:

- 15 hours/month (average) of hands-on, company-specific technical support
- Assistance in maintaining a robust cyberspace presence
- Detection and prevention of potential attacks and information loss
- Access to cybersecurity experts

The attached Agreement outlines the partnership between the CIC and the City through the Strategic Membership. The Scope of Work outlined in Schedule 1 focuses on assessing, evaluating, and prioritizing recommendations for enhancing the security of the City's information systems and data. The CIC will also provide ongoing support and consultation during the term of the membership. The Agreement is effective January 7, 2018 for one year. Based on an evaluation of the value received through the partnership in 2019 and the City's cybersecurity needs, the City may opt to extend the Agreement which would come back to Common Council for approval.

The CIC also provides cybersecurity training to organizations to build technical capacity and improve employee and user awareness. While training would be an additional cost to the City above the Strategic Membership, working with the City on enhancing security around our information systems and data will allow the CIC to customize the content and delivery to best meet the City's needs.

Being located in New Brunswick, the CIC has a vested interest in improving cybersecurity across the province. This commitment is a value-add to their members located in New Brunswick. The expertise, research, and innovation oriented focus of the CIC supports members in making vendor neutral decisions about their cybersecurity needs.

### ***STRATEGIC ALIGNMENT***

Enhancing the City's cybersecurity measures contributes to Council's priorities of valued, service delivery and being fiscally responsible. These measures guard against and/or mitigate the impact of a cyberattack on the City's information systems and data. The benefits include maintaining public service delivery, productivity, customer privacy, financial integrity, and confidence in the City's ability to manage public funds and municipal operations.

### ***SERVICE AND FINANCIAL OUTCOMES***

The cost of the CIC Strategic Membership to the City is \$40,000.00. UNB does include tax on membership fees. The funding is available within the Information Technology's 2018 general fund operating budget.

Training associated costs would be in addition to the membership fee. Funding for any future training engagements with the CIC is included in the Information Technology Service's 2019 general fund operating budget.

***INPUT FROM OTHER SERVICE AREAS AND STAKEHOLDERS***

Legal has reviewed the attached Agreement and are supportive of the recommendation.

Materials Management has been consulted as to procurement requirements in obtaining a membership with the CIC. Memberships are sole sourced and is recommended based on the value gained and the City's needs.

Risk Management has been consulted on insurance requirements. Given the Agreement defines a partnership between the CIC and the City of Saint John, Risk Management is supportive of the language in the agreement given the value provided to the City in terms of access to cybersecurity expertise and support.

***ATTACHMENTS***

Collaborative Research Agreement

## COLLABORATIVE RESEARCH AGREEMENT

This collaborative research agreement (the "Agreement") is made effective as of the 7<sup>th</sup> of January 2019 (The "Effective Date").

BETWEEN

**THE UNIVERSITY OF NEW BRUNSWICK** having its administrative offices at 3 Bailey Drive, Room 215, Fredericton, NB, E3B 5A3 ("UNB");

AND

**CITY OF SAINT JOHN** having its principal place of business at 15 Market Square, Saint John NB, E2L 4L1 (the "Partner").

(Collectively referred to as the "Parties" and individually as a "Party")

**WHEREAS** UNB, under the direction of Dr. Ali Ghorbani, has formed the Canadian Institute for Cybersecurity (the "**CIC**");

**WHEREAS** UNB is offering various levels of memberships to the CIC, including strategic memberships;

**WHEREAS** the CIC membership levels include a membership to companies with an ongoing cyber presence, continuously dealing with cybersecurity challenges and facing potential cybersecurity threats; and

**WHEREAS** the Partner is interested in pursuing a Strategic Membership to the CIC at UNB.

**NOW THEREFORE IN CONSIDERATION** of their respective obligations set out below and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties to this Agreement agree as follows:

### 1. OBLIGATIONS OF THE PARTIES

- 1.1 The Parties will collaborate to carry out their duties under this Agreement, complete such duties on or before the Completion Date stated within this Agreement and fulfill all of their other obligations hereunder in a diligent and professional manner using qualified personnel.

### 2. DEFINITIONS

- 2.1 In addition to all other terms defined elsewhere in this Agreement, the following terms shall have the meanings set forth below:

- (a) **“Academic Publication”** means the publication of an abstract, article or paper in a journal or an electronic repository, or its presentation at a conference or seminar, or in the presentation or publication of a thesis, PhD dissertation, or final report; and in sections 6 and 7 "to publish" and "publication" are to be construed as references to Academic Publication.
- (b) **“Academic and Research Purposes”** means participation or involvement in university seminars, tutorials, lectures, projects related to an official academic program including a thesis, PhD dissertation, or final report or Academic Publications;
- (c) **“Background Intellectual Property”** means any and all Intellectual Property that was created, conceived or developed prior to, or independent of, any research performed pursuant to or related to this Agreement. Background Intellectual Property that is known as of the Effective Date to be necessary for the creation of the Foreground Intellectual Property or Work Product is identified in Schedule 2, which can be amended from time to time as agreed to by the Parties.
- (d) **“Completion Date”** means five (5) years after the Effective Date, or such other date as may be agreed upon in writing between the Parties.
- (e) **“Confidential Information”** shall mean data, documents, reports, analyses, tests, specification, charts, plans, drawings, models, ideas, schemes, correspondence, communications, lists, manuals, computer programs, software, technology, techniques, methods, processes, services, routines, systems, procedures, practices, operations, modes of operation, apparatus, equipment, business opportunities, customer and supplier lists and other customer information, sales data, financial data, know-how and trade or other secrets whether verbal, written or existing, stored or communicated in any other form or medium, together with all copies thereof, however or whenever made, where such information is either marked as “Confidential” or otherwise identified as confidential at the time of its disclosure.
- (f) **“Disclosing Party”** means any Party disclosing Confidential Information and any Party receiving Confidential Information is hereinafter referred to as **“Recipient.”**
- (g) **“Field”** means the field of cybersecurity.
- (h) **“Foreground Intellectual Property”** means any Intellectual Property created, conceived or developed by a Representative of a Party in the performance of this Agreement and during the term of this Agreement
- (i) **“Intellectual Property”** includes, but is not limited to, substances, processes, formulations, technical information, reports, photographs, drawings, plans, specifications, models, prototype, inventions, patterns, samples, or designs, whether patentable or not. It shall also mean any and all patents, trade-marks, trade names, copyright, software (including without limitation, source code and object code), domain names, industrial designs, design patents, mask works, and integrated circuit topographies acquired under any statute law or act in any country and shall also include all registrations and applications (including without limitation,

continuation, continuation-in-part, divisional, reissue and renewal applications and registrations) for the foregoing, trade secrets, knowledge, techniques, methods, know-how and show-how, and any and all other related property rights and goodwill, and including all registrations and applications for improvements which exist or may in future come into existence.

- (j) “**Representative**” means a Party’s directors, officers, employees, contractors, agents, assigns or in the case of UNB, UNB’s employees, contractors, agents, assigns, faculty or students.
- (k) “**Strategic Membership**” means a membership level that is designed to provide companies with resources and consulting services towards resolving some important cybersecurity issues. It is available to companies that are involved in the development of various cybersecurity solutions.
- (l) “**Termination Date**” means the earlier of the Completion Date or a date that this Agreement is terminated according to the provisions in section 10.

### 3. THE STRATEGIC MEMBERSHIP

- 3.1 The CIC is under the direction of Dr. Ali Ghorbani of UNB’s Faculty of Computer Science (the “**Director**”).
- 3.2 The Strategic Membership will begin on the Effective Date and will continue until the Termination Date.
- 3.3 Each of the Parties will carry out the Work allotted to it in Schedule 1 (the “**Work**”) of this Agreement, as amended from time to time, and CIC will deliver the output resulting from the Work, (the “**Work Product**”) to the Partner in accordance with same.
- 3.4 Each of the Parties will ensure that its Representatives (if any) involved in the Work: observe the conditions attaching to any regulatory and ethical licenses, consents and approvals; keep complete and accurate records of all research, development and other activity carried out in connection with the Strategic Membership and of all Foreground Intellectual Property and observations.
- 3.5 Although the Parties will use reasonable endeavours to carry out the Work in accordance with Schedule 1 of this Agreement, the Parties do not represent or warrant that any technical support will lead to any particular result, nor do they guarantee a successful outcome.

### 4. STRATEGIC MEMBERSHIP FEE

- 4.1 In consideration of the CIC carrying out the Work, the Partner will pay the CIC Strategic Membership Fee (the “**Strategic Membership Fee**”) of \$40,000.00 CAD annually to UNB.

- 4.2 The Partner will pay the Strategic Membership Fee under section 4.1 by way of electronic funds transfer to the University of New Brunswick within thirty (30) days of receipt of the invoice for same by the Partner.
- 4.3 In consideration of the Strategic Membership Fee, the Partner will receive an average of fifteen (15) hours per month of technical support with the following benefits:
- i. Hands-on, Partner-specific, technical support;
  - ii. Assistance in maintaining a robust cyberspace presence;
  - iii. Consultation and expert opinion to advise on prevention of potential attacks and information loss; and
  - iv. Access to a cybersecurity expert.

UNB will provide quarterly reporting to the Partner on the actual hours of support provided by UNB.

- 4.4 If the Partner fails to make any payment due to UNB under this Agreement, without prejudice to any other right or remedy available to UNB, UNB may charge interest (both before and after any judgement) on the amount outstanding, at the annual rate of twelve percent (12 %) applied on a monthly basis. That interest will be calculated from the date or last date for payment to the actual date of payment, both dates inclusive, and will be compounded quarterly. The Partner will pay that interest to UNB on demand.
- 4.5 UNB will own any equipment or material purchased or constructed by it or for it under the Strategic Membership. Except for any equipment or material that was an in-kind donation, any equipment or material provided by the Partner to UNB for use during the Strategic Membership shall remain the property of the Partner and shall be returned by UNB to the Partner upon completion or termination of the Strategic Membership.

## **5. USE AND EXPLOITATION OF INTELLECTUAL PROPERTY**

- 5.1 This Agreement does not affect the ownership of any Background Intellectual Property or in any other Intellectual Property of a Party that is not Foreground Intellectual Property. No license to use or any other right in any Background Intellectual Property is granted or implied by this Agreement except the rights expressly granted by this Agreement.

### **5.2 Background Intellectual Property Licenses.**

- (a) Subject to the confidentiality obligations in section 7, Partner grants UNB a worldwide, non-exclusive, royalty-free license to internally use Partner's Background Intellectual Property that is necessary for the creation of the Foreground Intellectual Property. This license is limited to the purposes of: (i) carrying out the Work; and (ii) non-commercial Academic and Research Purposes, but for no other purposes.
- (b) Subject to the confidentiality obligations in section 7, UNB grants Partner a worldwide, non-exclusive, royalty-free license to internally use UNB's

Background Intellectual Property that is necessary for the creation of the Foreground Intellectual Property. This license is limited to the purpose of carrying out the Work, but for no other purpose.

- (c) Subject to the confidentiality obligations in section 7, Partner grants UNB a worldwide, non-exclusive, royalty-free, copyright license to reproduce, prepare derivative works, distribute copies, publicly perform and execute Partner's Background Intellectual Property that is necessary for the creation of the Foreground Intellectual Property. This license is limited to the purposes of: (i) carrying out the Work, and (ii) non-commercial Academic and Research Purposes, but for no other purposes.
  - (d) Subject to the confidentiality obligations in section 7, UNB grants Partner a worldwide, non-exclusive, royalty-free, copyright license to reproduce, prepare derivative works, distribute copies, publicly perform and execute UNB's Background Intellectual Property that is necessary for the creation of the Foreground Intellectual Property. This license is limited to the purpose of carrying out the Work, but for no other purpose.
  - (e) For the licenses in this section 5.2, neither Party may grant any sublicenses to use the other's Background Intellectual Property, and such Background Intellectual Property licenses shall automatically terminate upon the Termination Date.
- 5.3 The Parties acknowledge and agree that all right, title and interest in and to any Foreground Intellectual Property conceived, produced, developed or reduced to practice solely by the Representatives of the Partner shall belong exclusively to the Partner. Subject to the confidentiality obligations in section 7, Partner grants UNB a worldwide, non-exclusive, royalty-free, license to internally use Partner's Foreground Intellectual Property: (i) that is necessary to carry out the Work, and (ii) for non-commercial Academic and Research Purposes, but for no other purposes.
- 5.4 The Parties acknowledge and agree that all right, title and interest in and to any Foreground Intellectual Property conceived, produced, developed or reduced to practice solely by a Representative of UNB shall belong exclusively to UNB according to its institutional policies and collective agreements.
- 5.5 The Parties acknowledge and agree that all right, title and interest in and to any Foreground Intellectual Property conceived, produced, developed or reduced to practice by Representatives of more than one Party which is incorporated into or necessary to use the Work Product, ("**Joint Intellectual Property**") shall belong jointly to the Parties in accordance with the institutional policies and collective agreements of the inventing Parties.
- 5.6 Upon payment of the Strategic Membership Fee for an applicable annual period, UNB grants Partner an exclusive, royalty-free, license in the Field to use the Work Product, UNB's Foreground Intellectual Property, and UNB's portion of Joint Intellectual Property created during said applicable annual period for internal, non-commercial purposes, subject to the royalty-free, perpetual right of UNB to use the same for Academic and Research Purposes.

- 5.7 UNB hereby grants to the Partner an option to obtain a royalty-bearing, exclusive license in the Field to commercially exploit the Work Product, UNB's Foreground Intellectual Property, and UNB's portion of Joint Intellectual Property, subject to a royalty-free, perpetual right of UNB to use the same for Academic and Research Purposes. The option shall exist for a period of six (6) months after the Strategic Membership Completion Date, and may be exercised within this period by the Partner delivering written notice of exercise to UNB.
- 5.8 Upon exercise of the option from section 5.7, the Partner and UNB shall negotiate in good faith to determine the specific terms and conditions of the exclusive license referred to in section 5.7, including a royalty rate. The obligation to negotiate in good faith shall exist for a period of six (6) months from the date of exercise of the option by the Partner.
- 5.9 Notwithstanding section 5.2, and provided that the Partner is not in default of any of its obligations under this Agreement, to the extent UNB Background Intellectual Property is incorporated into the Work Product, UNB's Foreground Intellectual Property, and UNB's portion of Joint Intellectual Property, UNB hereby grants to Partner a non-exclusive, worldwide, royalty free license in the Field to make, use, reproduce, prepare derivative works, distribute copies, publicly perform and execute said UNB Background Intellectual Property for the Partner's internal use only.
- 5.10 UNB will notify the Partner promptly after identifying any Foreground Intellectual Property that UNB believes is patentable, and will supply the Partner with copies of that Foreground Intellectual Property, provided always that the Partner is not in default of any of its obligations under this Agreement.

## **6. ACADEMIC PUBLICATION**

- 6.1 Any Representative of UNB (whether or not involved in the Work) may, provided a Confidentiality Notice under section 6.2 has not been given:
- (a) discuss Work undertaken as part of the Strategic Membership in university seminars, tutorials and lectures; and
  - (b) publish original works of authorship related to the Work of this Agreement or any of the Foreground Intellectual Property, as long as that authorship does not contain Partner's Confidential Information.
- 6.2 UNB will submit to the Partner, in writing, details of any Academic Publication or Work undertaken as part of the Strategic Membership or Joint Foreground Intellectual Property that any Representative of UNB intends to publish or present at least sixty (60) days before the date of the proposed submission for publication or disclosure. The Partner may, acting reasonably, request alterations to the proposed publication or disclosure including the reasons therefore, with respect to the removal of any of the information that is Partner Confidential Information or that could be identified as being potentially patentable. If the Partner objects to any portion of the publication or disclosure, the Partner must provide written notice to UNB (the "Confidentiality Notice") within thirty (30)

days after the Partner receives the details of the proposed publication or disclosure. Within ten (10) days of receipt of the Confidentiality Notice, UNB shall advise the Partner in writing whether it intends to revise the proposed publication or disclosure as set out in the Confidentiality Notice.

- 6.3 Where, in the Partner's reasonable opinion, a delay is necessary to seek patent or other protection for any of the Foreground Intellectual Property that are to be published or discussed, the Partner may require UNB to delay the proposed publication or disclosure for a maximum of six (6) months after receipt of the Confidentiality Notice.
- 6.4 If UNB does not receive a Confidentiality Notice within the specified period of time, its Representative may proceed with the proposed publication or disclosure, provided that, whether or not a Confidentiality Notice has been given, any of the Partner's Confidential Information may not be published.
- 6.5 Where UNB faculty or a graduate student is employed in the performance of the Work under the Strategic Membership, the faculty or graduate student will own the copyright to the Academic Publication (including thesis, dissertation, or final reports). The faculty or graduate student will not own any existing copyright in the Partner's Background Intellectual Property, Partner's Foreground Intellectual Property, or Partner's Confidential Information. Graduate students will not be delayed in any way by the requirements of this Agreement in writing, presenting, defending, and publishing his or her Academic Publication to meet the usual academic requirements for graduation.

## **7. CONFIDENTIALITY**

- 7.1 Subject to section 6 and 7.2, neither Party will disclose to any third party, nor use for any purpose except as expressly permitted by this Agreement, any of the other Party's Confidential Information.
- 7.2 Notwithstanding section 7.1, neither Party will be in breach of any obligation to keep any Confidential Information or not to disclose it to any third party to the extent that it:
  - (a) is in the Recipient's possession before its receipt from the Disclosing Party as shown by the Recipient's files and records immediately prior to the time of disclosure, and which is not already subject to any obligation of confidentiality to the Disclosing Party;
  - (b) before or after it has been disclosed to Recipient, becomes part of the public knowledge or literature, not as a result of any action or inaction of Recipient;
  - (c) is approved for release by written authorization of the Disclosing Party;
  - (d) is disclosed to Recipient by a third party not in violation of any obligation of confidentiality;
  - (e) is independently developed by Recipient without reference to Confidential Information; or

- (f) is disclosed pursuant to the requirement of any law or regulation (provided in the case of a disclosure pursuant to the *Right to Information and Protection of Privacy Act*, S.N.B. 2009, c. R-10.6 (The “Act”) none of the exceptions in that Act apply to the information disclosed) or the order of any Court of competent jurisdiction, and the Party required to make that disclosure has informed the other, within a reasonable time after being required to make the disclosure, of the requirement to disclose and the information required to be disclosed.
- 7.3 Recipient agrees to permit access to the Confidential Information only to such officers, directors, and Representatives as are necessary to fulfill the terms set within this Agreement. Recipient agrees that prior to disclosing any Confidential Information, such persons will be advised of the confidential nature of such Confidential Information and of the existence and importance of this Agreement. Recipient will take all reasonable actions as may be necessary to prevent its officers, directors, or Representatives from violating the terms of this Agreement. Recipient will be deemed to have satisfied its obligations under this Agreement by protecting the confidentiality of the Confidential Information in the same manner that a reasonable person would protect its own Confidential Information of like kind.
- 7.4 Except as may be required in furtherance of this Agreement, Recipient will not copy, alter, modify, disassemble, reverse engineer or decompile any document or material containing any Confidential Information without the prior written permission of the Disclosing Party. Upon termination of this Agreement or if requested by the Disclosing Party at any time, Recipient will return or destroy any and all documents or materials provided by the Disclosing Party including any copies thereto.
- 7.5 Recipient will not directly nor indirectly use any Confidential Information in any manner other than to assist the other Party in connection with this Agreement. Recipient shall not use the Confidential Information for purposes of unfair or improper competition. In the event a subpoena or other validly issued administrative or judicial process requesting the Confidential Information is received by either Party, prompt notice will be given to the other Party of such receipt prior to complying with such subpoena or other process.
- 7.6 Neither Party shall communicate any information to the other in violation of the proprietary rights of any third party. The Confidential Information shall remain the sole property of the Disclosing Party. Except as provided in section 5, no license is granted to Recipient under any patents, copyrights, mask work rights or other proprietary rights by the disclosure of any information hereunder, nor is any warranty made as to such information. Recipient acknowledges and agrees that the Confidential Information may be deemed to be material, non-public information and that the purchase or sale of any security of the Disclosing Party (or any Party mentioned in the Confidential Information) upon or after receipt of the Confidential Information may be restricted under the securities laws of Canada and/or other jurisdictions.
- 7.7 If UNB receives a request under the *Right to Information and Protection of Privacy Act*, to disclose any information that, under this Agreement, is the Partner’s Confidential Information, it will notify the Partner and will consult with the Partner promptly and before making any disclosure under the Act. The Partner will respond to UNB within fifteen (15) days after receiving UNB’s notice if that notice requests the Partner to provide

information to assist UNB to determine whether or not an exemption to the Act applies to the information requested under the Act.

- 7.8 Neither UNB nor the Partner will use the other's name or logo in any press release or product advertising, or for any other promotional purpose, without first obtaining the other's written consent.
- 7.9 Recipient understands and agrees that the Disclosing Party is providing the Confidential Information to Recipient in reliance upon this Agreement. Recipient acknowledges and agrees that a breach of any of its promises or agreements contained herein may result in irreparable injury to the Disclosing Party for which there may be no adequate remedy at law. The Disclosing Party, in addition to the return of the Confidential Information from the Recipient, shall be entitled to seek equitable relief in the nature of an injunction against Parties violating this Agreement and any Parties improperly using or disseminating Confidential Information.
- 7.10 The Recipient may use in its business activities, in the Field, the ideas, concepts and know-how ("**Residual IP**") contained in the Disclosing Party's Confidential Information which are retained in the unaided memories of Recipient's Representatives who have had access to the Confidential Information under this Agreement. For the avoidance of doubt, no patent or copyright license to Residual IP is granted to either Party.

## **8. REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS**

- 8.1 The Partner represents and warrants that it is duly incorporated and validly existing and in good standing and has the power and authority to carry on its business, to hold property and to enter into this Agreement and undertakes to take all necessary action to maintain itself in good standing and to preserve its legal capacity.
- 8.2 Each Party represents and warrants that the signatories to the Agreement have been duly authorized to execute and deliver the Agreement.
- 8.3 Each Party represents and warrants that the execution, delivery and performance of the Agreement have been duly and validly authorized and that when executed and delivered, the Agreement will constitute a legal, valid and binding obligation enforceable in accordance with its terms.
- 8.4 Each Party represents and warrants that it is the owner of its respective Background Intellectual Property and has the right and authority to use and to grant the rights in the Background Intellectual Property as contemplated in this Agreement.
- 8.5 The Partner warrants that it is under no obligation or prohibition, nor is it subject to or threatened by any actions, suits or proceedings, which could or would prevent compliance with the Agreement. The Partner will advise UNB forthwith of any such occurrence during the term of the Agreement. Notification of any such occurrence by the Partner will not relieve the Partner of any of its obligations under this Agreement.
- 8.6 The Partner shall comply with, in relation to the Strategic Membership, the requirements of all applicable laws, regulations, orders and decrees and regulatory bodies having jurisdiction over the Partner or the Strategic Membership.

8.7 The Partner represents and warrants that it has not entered, and undertakes not to enter, without UNB's written consent, into any agreement that would prevent the full implementation of the Agreement by the Partner.

## **9. INDEMNIFICATION AND LIMITATION OF LIABILITY**

9.1 Each Party hereby indemnifies, holds harmless and defends the other Party, including each of the Board of Governors, directors, officers, invitees, and Representatives of the other Parties, against any and all claims (including all legal fees and disbursements incurred in association therewith) arising out of its receipt or use of the other Party's Background Intellectual Property, any research results, information, Work Product, Foreground Intellectual Property, technology, and other tangible and intangible material arising from the Strategic Membership including, without limiting the generality of the foregoing, any direct damages or losses, arising from or out of same, howsoever the same may arise.

9.2 Partner's total liability and UNB's total liability, whether under the express or implied terms of this Agreement, in tort (including negligence) or at common law, for any loss or damage suffered by UNB or the Partner respectively, whether direct, indirect, or special, or any other similar damage that may arise or does arise from any breaches of this Agreement by UNB or Partner, its Board of Governors, officers, or Representatives, is limited to the Strategic Membership Fee under section 4.1.

9.3 The Partner acknowledges and agrees that UNB will not be liable for consequential or incidental damages arising from any breach or breaches of this Agreement. UNB makes no representations, conditions, or warranties, either express or implied, with respect to the performance of the Work or the Intellectual Property. Without limiting the generality of the foregoing, UNB specifically disclaims any implied warranty, condition, or representation that the Foreground Intellectual Property: shall correspond with a particular description; is of merchantable quality; is fit for a particular purpose; or is durable for a reasonable period of time. Nothing in this Agreement shall be construed as a warranty or representation by UNB as to title to the Foreground Intellectual Property or that it will be free from infringement of intellectual property rights. UNB shall not be liable for any loss, whether direct, consequential, incidental, or special which the Partner suffers arising from any defect, error, fault, or failure to perform with respect to the Foreground Intellectual Property, even if UNB has been advised of the possibility of such defect, error, fault, or failure. The Partner acknowledges that it has been advised by UNB to undertake its own due diligence with respect to the Foreground Intellectual Property.

9.4 UNB acknowledges and agrees that the Partner will not be liable for consequential or incidental damages arising from any breach or breaches of this Agreement. The Partner makes no representations, conditions, or warranties, either express or implied, with respect to the performance of the Work or the Foreground Intellectual Property. Without limiting the generality of the foregoing, the Partner specifically disclaims any implied warranty, condition, or representation that the Foreground Intellectual Property: shall correspond with a particular description; is of merchantable quality; is fit for a particular purpose; or is durable for a reasonable period of time. Nothing in this Agreement shall be construed as a warranty or representation by the Partner as to title to the Foreground Intellectual Property or that it will be free from infringement intellectual property rights.

The Partner shall not be liable for any loss, whether direct, consequential, incidental, or special which UNB suffers arising from any defect, error, fault, or failure to perform with respect to the Foreground Intellectual Property, even if the Partner has been advised of the possibility of such defect, error, fault, or failure. UNB acknowledges that it has been advised by the Partner to undertake its own due diligence with respect to the Work Product and Foreground Intellectual Property.

## **10. TERMINATION**

- 10.1 Either Party may terminate this Agreement with immediate effect by giving notice to the other Party if the other Party is in breach of any provision of this Agreement and (if it is capable of remedy) the breach has not been remedied within sixty (60) days after receipt of written notice specifying the breach and requiring its remedy.
- 10.2 Either Party may terminate this Agreement upon three (3) months written notice to the other Party.
- 10.3 UNB may terminate this Agreement if the Partner is, in UNB's opinion:
- (a) insolvent, adjudged or declared bankrupt or if it goes into receivership or takes the benefit of any statute from time to time in force relating to bankrupt or insolvent debtors; or
  - (b) in default under any other agreement with UNB or any Representative of UNB.
- 10.4 Sections 2, 5, 6, 7, 8, 9, 10.4 and 12 will survive the termination of this Agreement for any reason and will continue indefinitely.

## **11. DISPUTE RESOLUTION PROCEDURE**

- 11.1 The Parties shall attempt to resolve any dispute arising out of or pursuant to this Agreement by recourse to the dispute resolution methods identified in the following sequence, although steps may be by-passed by mutual consent:
- (a) negotiations, or
  - (b) binding arbitration.
- 11.2 If the Parties cannot agree on any of the foregoing dispute resolution mechanisms, either Party may, at any time, elect to have such dispute resolved by litigation in the proper judicial forum.
- 11.3 Any Party may within fifteen (15) days take the dispute to the next step if the Parties fail to agree on the appointment or procedure referred to in this section.
- 11.4 If the Parties decide to submit a dispute to arbitration, it shall be carried out pursuant to the Commercial Arbitration Act of Canada. The arbitral award shall be in terms of money only, and shall not include punitive damages, costs or interim measures. The Parties shall attempt to appoint jointly one impartial expert arbitrator. If the Parties cannot agree within thirty (30) days on the choice of an arbitrator, each Party shall appoint, at its own

cost, one impartial expert arbitrator and those two arbitrators shall appoint an expert third arbitrator as chairperson of an arbitral tribunal.

- 11.5 When step 11.1(b) is selected to resolve a dispute, the Parties shall jointly enter into a contract with the required arbitrator to pay the costs for the desired services and to bear their own costs of participating in the process involved.
- 11.6 This section 11 shall not apply to prevent a Party from invoking its rights pursuant to Sections 4, 5 or 10 of this Agreement.

## 12. NOTICES

12.1 Any notice, demand, request or other communication (a "**Notice**") required or permitted to be given to either Party under this Agreement shall be in writing and shall be satisfactorily given by personal delivery, registered mail or by electronic means of communication, addressed to the recipient as follows;

(a) If to UNB, at:

The University of New Brunswick  
Office of Research Services  
PO Box 4400  
3 Bailey Drive, Room 215, Sir Howard Douglas Hall  
Fredericton, NB E3B 5A3  
Phone: (506) 453-4674  
Fax: (506) 458-7600  
Email: ors@unb.ca  
Attention: Executive Director

(b) If to the Partner, at:

City of Saint John  
15 Market Square  
Saint John, New Brunswick E2L 4L1  
Phone: (506) 649-6047  
Email: information.technology@saintjohn.ca  
Attention: Chief Information Officer

(c) Any notice, demand, request or other communication of a technical nature from the Partner shall be delivered to UNB as set out in (a), above, with a copy delivered to the Director, at:

Dr. Ali Ghorbani  
Faculty of Computer Science  
University of New Brunswick  
PO Box 4400  
3 Bailey Drive, Room 215, Fredericton, NB E3B 5A3  
Phone: (506) 458 7266  
Email: Ghorbani@unb.ca

### 13. GENERAL

- 13.1 **Headings:** The headings in this Agreement are for ease of reference only; they do not affect its construction or interpretation.
- 13.2 **Assignment:** Neither Party may assign or transfer this Agreement as a whole, or any of its rights or obligations under it, without first obtaining the written consent of the other Party. That consent may not be unreasonably withheld or delayed.
- 13.3 **Severability:** If any section or part of a section contained in this Agreement shall be judicially held invalid or unenforceable, the remainder of this Agreement shall be interpreted as if such section or part of a section had not been included.
- 13.4 This Agreement shall not prevent either Party from entering into similar agreements with other companies, universities, governmental or other non-profit organizations.
- 13.5 **Waiver of rights:** If a Party fails to enforce, or delays in enforcing, an obligation of the other Party, or fails to exercise, or delays in exercising, a right under this Agreement, that failure or delay will not affect its right to enforce that obligation or constitute a waiver of that right. Any waiver of any provision of this Agreement will not, unless expressly stated to the contrary, constitute a waiver of that provision on a future occasion.
- 13.6 **No agency:** Nothing in this Agreement creates, implies or evidences any partnership or joint venture between the Parties, or the relationship between them of principal and agent. Neither Party has any authority to make any representation or commitment, or to incur any liability, on behalf of the other.
- 13.7 **Entire agreement:** This Agreement constitutes the entire agreement between the Parties relating to its subject matter and supersedes all other documents or agreements, whether written or verbal, in respect of the subject matter. Each Party acknowledges that it has not entered into this Agreement on the basis of any warranty, representation, statement, agreement or undertaking except those expressly set out in this Agreement.
- 13.8 **Formalities:** Each Party will take any action and execute any document reasonably required by the other Party to give effect to any of its rights under this Agreement, or to enable their registration in any relevant territory provided the requesting Party pays the other Party's reasonable expenses.
- 13.9 **Amendments:** No variation or amendment of this Agreement will be effective unless it is made in writing and signed by each Party's representative.
- 13.10 **Applicable law:** This contract shall be governed by and construed in accordance with the laws in force in the Province of New Brunswick and the applicable laws of Canada. The Parties attorn to the jurisdiction and venue of the courts of New Brunswick in respect of any matter relating to this Agreement.
- 13.11 **Counterparts:** This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create

a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or “.pdf” signature page were an original thereof.

13.12 **Force Majeure:** Neither Party to this Agreement shall be liable to the other for any failure or delay in performance by circumstances beyond its control, including but not limited to, acts of God, fire, labour difficulties, or governmental action.

13.13 **Successors and Assigns:** This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted transferees and assignees.

**IN WITNESS WHEREOF** the duly authorized representatives of the Parties hereto have executed this Agreement as of the Effective Date.

[signature page follows]

**THE UNIVERSITY OF NEW BRUNSWICK**

**CITY OF SAINT JOHN**

Per: \_\_\_\_\_

Per: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Acknowledgement of Director:**

I, Ali Ghorbani, the Director, having read and understood this Agreement, hereby agree to act in accordance with all the terms and conditions herein, and further to agree to ensure that all UNB personnel involved in the Work are informed of their obligations under this Agreement and agree to act in accordance with such terms and conditions.

\_\_\_\_\_  
Ali Ghorbani, Date  
Director Canadian Cybersecurity Institute

## **Schedule 1 (the “Work”)**

### **Responsibilities of the Canadian Institute of Cybersecurity (CIC)**

- Work with the City to assess and evaluate the security measures and identify vulnerabilities and risks to the security of information along with the recommended mitigation's. Areas to be assessed include but are not limited to:
  - Firewalls
  - Routers and Switches
  - Remote Access (VPNs)
  - WAN/LAN/WiFi Infrastructure
  - Endpoint security controls (such as Desktop, Laptop, Tablet, and Smart Phones)
  - Antivirus, Spyware and Malicious code detection
  - Incident and Response Reporting
  - IT Policies and Procedures
- Support the City in prioritizing actions required to improve security considering risk and cost
- Document the results of the Risk Assessment and Vulnerability Analysis
- Provide on-going consultation on the implementation of the prioritized actions over 2019 within the hours allotted through the Agreement
- Track all hours to ensure the services outlined in the agreement are met

### **Responsibilities of the City of Saint John (CSJ)**

- Provide access and cooperation in all respects related to the above mentioned work, as appropriate
- With a mutual understanding of requirements to complete the above noted work, work through the appropriate purchasing and approval processes to secure any technology or equipment needed
- Act as the liaison between any of the City's vendors that may need to be included and/or contacted for the purposes of completing the above noted work

## **Schedule 2: Background IP**

### **Partner's Background IP**

- None as of effective date.

### **UNB's Background IP**

- None as of effective date.

## COUNCIL REPORT

M&C No.	2018-363
Report Date	December 10, 2018
Meeting Date	December 17, 2018
Service Area	Finance and Administrative Services

His Worship Mayor Don Darling and Members of Common Council

***SUBJECT: Fleet Replacement Procurement – December 2018***

***OPEN OR CLOSED SESSION***

This matter is to be discussed in open session of Common Council.

***AUTHORIZATION***

Primary Author(s)	Commissioner/Dept. Head	Acting City Manager
<b><i>Kevin Loughery / Chris Roberts</i></b>	<b><i>Kevin Fudge / Ian Fogan</i></b>	<b><i>Neil Jacobsen</i></b>

***RECOMMENDATION***

It is recommended that Common Council award the purchase of four (4) Tandem Roll-Off Trucks with attachments at a total cost of \$1,833,903.72 plus HST to Universal Truck & Trailer.

***EXECUTIVE SUMMARY***

The City manages a fleet of 52 heavy trucks utilized by the City of Saint John and Saint John Water.

Each year, the City's Fleet Services Division works with various City departments and commissions to identify and replace vehicles which have reached the end of their useful service lives. The purpose of this report is to make recommendations to award the latest tendered vehicles and/or equipment which require Common Council approval.

The City currently has over 100 vehicles and equipment past their optimal replacement point (ORP, a calculation based on the age of a vehicle, the odometer reading, overall condition and maintenance cost) and this year, 34 vehicles (some of which are the least reliable and most expensive to maintain) will be replaced through the City's procurement processes.

The four (4) tandem roll-off trucks in this recommendation are to replace four (4) tandem plow trucks with combination bodies; units 639, 652, 654 and 656.

Unit 639 is a 2005 Sterling Tandem with an ORP index of 33. The lifetime maintenance cost for unit 639 is \$404,882.11 with \$84,530.93 representing the last two years of use.

Unit 652 is a 2009 Sterling Tandem with and ORP index of 29. The lifetime maintenance cost for unit 652 is \$334,354.46 with \$93,108.83 representing the last two years of use.

Unit 654 is a 2006 International Tandem with and ORP index of 48. The lifetime maintenance cost for unit 654 is \$395,073.51 with \$58,610.39 representing the last two years of use. Due to current expected maintenance costs for an MVI, this unit has been temporarily taken out of service.

Unit 656 is a 2009 Sterling Tandem with an ORP index of 31. The lifetime maintenance cost for unit 656 is \$402,717.77 with \$139,189.58 representing the last two years of use.

In all cases, the lifetime maintenance costs have exceeded the initial purchase price of each of these units and the escalating maintenance costs are expected to continue with continued operation. The expected delivery timeframe on the new tandem roll-off trucks is forty-eight (48) weeks.

Though these replacements are not a like for like, it is expected the new tandem roll-off trucks will be able to perform the same work as the current tandem trucks. In addition, the new tandem roll-off trucks will provide for a greater variety of work and utilization when compared to the current trucks due to the multiple attachments available.

The new tandem roll-off trucks utilize a universal transfer system (USL, quick change system), designed specifically for the municipal road maintenance market. The versatility of this roll off technology allows for fast and efficient changing of attachments. This allows users to better respond to changing conditions.

During the winter season, Transportation and Environment Services (TES) have a number of instances, where the weather changes in their favor and allows them to deviate from winter operations and perform construction related work. With the current tandem trucks, with combination bodies, this becomes very cumbersome as these units are winter ready and would require them to be switched back over in order to perform construction type work. The roll off unit will allow TES to switch from winter (combination dump) to construction (square dump) to anti-icing (DLA tank) within minutes and without compromising the other attachments, thus ensuring that TES stays operationally ready for any impending winter event.

During the winter season, currently TES have either trucks with a plow and square dump (plow Truck) or trucks with a plow and combination dump (salter Truck) that can spread salt/sand. This means TES has routes that are being covered by 2 different pieces of equipment, a plow truck to plow the street and a salter truck to salt/sand the street. By standardizing the fleet and ensuring that all trucks can plow and salt/sand, TES will be able to optimize their routes, enable efficiencies in their road maintenance process, reduce repetitive trips by multiple trucks to perform the same tasks and possibly reduce the overall fleet requirements to perform these services.

During the construction season, by being able to switch out the combination dump for a standard square body dump, TES will be able to increase their hauling capacity. A combination dump can haul approximately 10 tons of material and the square body dump can haul approximately 13 tons, approximately 1/3 more material. This means that for every 3 square body dumps that are purchased, TES will be able to possibly reduce the overall fleet by 1. This also means for larger operations, such as the asphalt spreader program and larger excavation jobs, it will take less equipment to perform these tasks. Please keep in mind that the winter service is the limiting factor when it comes to reducing the overall fleet numbers.

During the off season, maintenance can now be performed on the attachments without the need for the truck to be taken out of service. This will allow Fleet Services to address any maintenance issues with the attachments during the off season and have them ready prior to the intended season, all while the truck is still in service.

Lastly, the attachments are expected to last multiple generations (2 or 3 depending on use) of the truck. This means that for the next 1 or 2 generations of the trucks, the City will only need to purchase the truck and not the attachments. This is a possible significant savings over the next few decades.

***PREVIOUS RESOLUTION***

Not applicable.

***STRATEGIC ALIGNMENT***

This report aligns with Council's Priority for Valued Service Delivery, specifically as it relates to investing in sustainable City services and municipal infrastructure.

**SERVICE AND FINANCIAL OUTCOMES**

This purchase is a planned replacement of existing fleet equipment, approved in the 2018 capital budget. The funds specifically are provided for in the fleet reserve, funded from the operating budget.

The specifications allow for vendors to submit proposals of new and/or used equipment to be evaluated using common criteria.

**INPUT FROM OTHER SERVICE AREAS AND STAKEHOLDERS – MATERIALS MANAGEMENT**

Materials Management facilitated the Request for Proposal (RFP) process to solicit proposals for the Tandem Roll-Off Trucks. As such, the RFP closed on August 20, 2018, with the following proponents responding by submitting proposals:

- East Coast International Trucks Inc.
- Universal Truck & Trailer

A review committee, consisting of staff from Materials Management, Transportation and Environment Services and Fleet Management reviewed the submissions for completeness and compliance with the RFP requirements and selection criteria consisting of the following:

1. Presentation and Quality of Proposal
2. Compliance with Specifications
3. Delivery Timeframe
4. Service Response Time
5. Value Added
6. Cost

Also in accordance with the City’s standard procedures, the committee members evaluated and ranked each proposal based on the proposals’ technical merits. Following this, the financial bids were opened and evaluated and corresponding scores were added to the technical scores.

As part of the evaluation period, staff spent considerable time ensuring that the proposed vehicles would comply with various technical and legislative requirements. This was a measure of due diligence as the roll-off system contemplated in this procurement represents a new technology to the City. Following this in-depth evaluation period, the proposal submitted by Universal Truck & Trailer was selected as the best proposal, based on an overall rating of the evaluation criteria, offering a strong overall solution for the City at a cost acceptable to staff.

The above processes are in accordance with the City's Procurement Policy and Materials Management support the recommendations being put forth.

***ATTACHMENTS***

<https://youtu.be/KdIA1RdAl4s>

# YACHT HAVEN LANE

**WE ARE LOCATED IN THE  
HEART OF MILLIDGEVILLE**

# Ideal Location

RELATIVELY HIGH DENSITY AREA



Ward 2

Sch

**7 MINS FROM REGIONAL  
HOSPITAL & UNBSJ**

7 MINS FROM REGIONAL HOSPITAL & UNBSJ

**13 MINS FROM CITY HALL**

Maintenance

Our Street is Short

We are not Loch Lomond Road  
that is 15 Kms long

Our street is 0.3 Km long

We are not Rothesay Avenue with  
hundreds and hundreds of cars  
travelling back and forth

Our street has 16 cars



# Revenue for the City

## Revenue for the City

- Individual Yearly Property Tax bill range  
from  
\$10,000 - \$30,000

## Revenue for the City

- Individual Property Taxes range from \$10,000 - \$30,000/  
year
- Our street generates \$145,000 / year  
in tax revenue

## Revenue for the City

- Individual Property Taxes range from \$10,000 - \$30,000/  
year
- Our street generates \$145,000 / year in tax revenue
- In a ten year period our street generates  
\$1,450,000 in property taxes

The Infrastructure is in place

We are not asking for  
sidewalks

They have been paid for

We are not asking for street lights



They have been paid for

We are not asking for water and  
sewerage

They have been paid for

We ask our street designation be  
changed from Private to Public

The Developer seeks  
No  
Financial Compensation

What is the cost to the city ?

The immediate cost to the city would  
be plowing 0.3km of street

In light of our contribution to the city  
our request is

Reasonable

Our request is about

Fairness

Some councillors might  
argue the City cannot afford  
to plow any more streets

We are not looking for a hand out

Our yearly Property Tax Bills  
Show That!

They More Than Covers The Cost  
Of Services

On the one hand some councillors  
might say they cannot  
provide full services to our street

On the other hand they eagerly  
accepting the full ten year property  
tax level of \$1,450,000

Every municipality is fighting for every  
new building permit

What message does this send to

Developers?

What message does this send to

Realtors?

What message does this send to

Prospective Home Owners?

This situation is similar to going  
to the gas station.

It is kind of like going to a gas

Gas Station

You pull up to the pumps and  
fill your tank

When you hop back in the car  
you notice your tank is only

$\frac{1}{2}$  full

You look out *your* window to find

There are a bunch of hoses going from  
your gas tank to ten other cars

The fellow who runs the gas station

says

Sorry

That's the way it is

When you gas up here

Somehow it doesn't feel

Reasonable

Somehow it doesn't feel

Fair

Somehow it doesn't feel

Right

## Revenue for the City

- Individual Property Tax bills range from \$10,000 - \$30,000/ year

## Revenue for the City

- Property Taxes range from \$10,000 - \$30,000/ year
- Our street generates \$145,000 / year in tax revenue

## Revenue for the City

- Property Taxes range from \$10,000 - \$30,000/ year
- Our street generates \$145,000 / year in tax revenue
- In a ten year period our street will generate \$1,450,000

✓ We Live in the City

- ✓ We Live in the City
- ✓ We work in the City

- ✓ We Live in the City
- ✓ We work in the City
- ✓ We support local  
businesses

- ✓ We Live in the City
- ✓ We work in the City
  - ✓ We support local businesses
- ✓ We volunteer in the City

Our Request is

Reasonable

Our Request is About

Fairness

I conclusion we simply asking

The City plow 0.3 km

Thank you  
for Reviewing our Request

End of Presentation



# SUBMISSION TO COUNCIL FORM

## ABOUT PERSON/GROUP

First Name: **Lily**

Last Name: **Lynch**

Name of Organization/Group (where applicable): **Winter Love SJ**

Mailing Address: **36 Water Street**

City or Town: **Saint John** Province: **New Brunswick** Postal Code: **E2L 5S2**

Day Time Phone Number: **506 233 2070** Email: **winterlovesaintjohn@gmail.com**

If you do **NOT** wish to have your personal information (address, phone number, email) become part of the public record, please check this box.

## ABOUT YOUR SUBMISSION

Topic of Submission: **Winter Love SJ – Approval by Council for Road Closure with combined Special Events Licensing on Saturday, February 9, 2019 (all day event)**

Purpose for Submission (what is the ask of Council):

To facilitate our first annual Winter Love SJ, we are asking Council for their approval for a road closure with liquor licensing for the section of Water Street between King Street and Princess Street. The road closure will enable us to create an atmosphere where the public can participate in the full scope of the festival as listed below. We are in the phases of executing on our plans and have all required forms ready to execute and send however we wanted to bring this forward to Council first. We have already initiated contact with our insurance provider, the Fire Marshal regarding their requirements, the Saint John City Police with regards to our Street Closure application and the Licensing Officer for our Special Events Licensing.

We will be submitting these applications once we receive approval by Council.

Executive Summary:

The mission of Winter Love SJ is to foster a love of winter in the hearts of Saint Johners through bringing community together during a time which can often be isolating and lacking in activities. Our event intends to create an environment for Saint Johners to reconnect in the



# SUBMISSION TO COUNCIL FORM

dead of winter and positively impact wellbeing.

To achieve our mission Winter Love SJ is hosting Saint John's first annual snOlympics, a retro snowsuit contest, live music truck, "snow-ga" and an awards event. Sankara's cultural street-food vendors will be on site along with a b(ee)rrrrr garden, roasting lamb spit (led by a Syrian Chef of Sankara), cozy bonfires, and support from the BunkHaus Hostel + Cafe. The snOlympics will be sponsored by local businesses, agencies and organizations. We are aiming for 500 attendees in 2019 but hope to grow in years to come. WinterLove SJ will add one more reason for suburbanites to consider moving and spending time in the Uptown core which will only benefit all efforts in creating a vibrant and attractive city for locals and newcomers alike – and through all seasons. Just as Moonlight Bazaar brings community together in the summer, Winter Love SJ will bring us together on February 9<sup>th</sup>, 2019 on Water Street.

We will bring our site plan to the presentation.

## YOUR SIGNATURE

Signature: Lily Lynch

Date: 2018-11-29



WINTER • LOVE  
SJ

A photograph of a bonfire at night. The fire is bright orange and yellow, with a large log in the foreground. In the background, a person is silhouetted against a dark blue sky with some clouds. There are several out-of-focus light spots in the background, possibly from other fires or lights.

Our aim is to inspire a  
love of winter through  
an annual winter  
festival showcasing the  
benefits of the season

Instead of missing out on a quarter of the year, Johners will be shown that they can in fact have fun in the cold



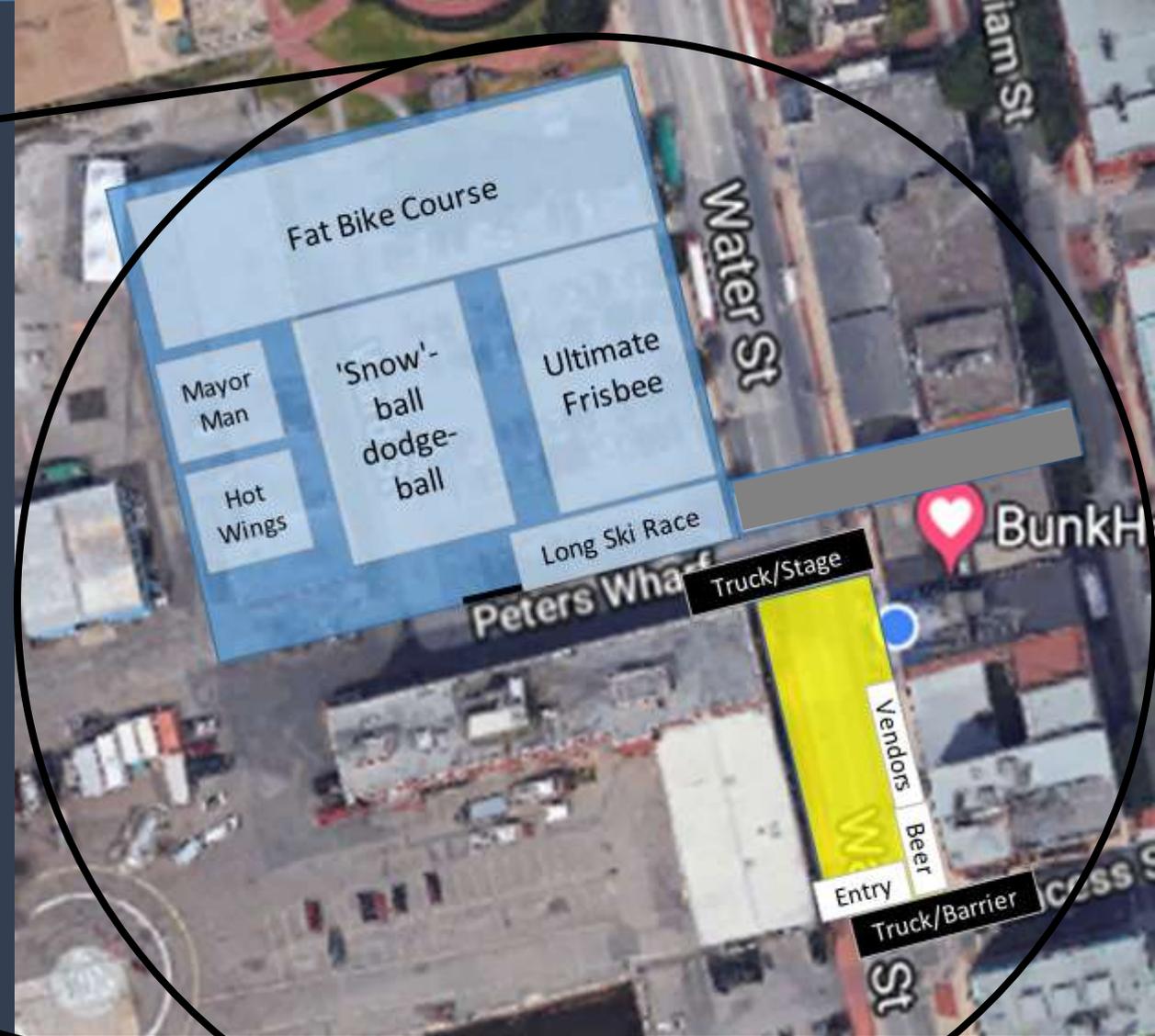
Winter Love will be defined by its upbeat live music, bonfires, street vendors, multicultural food, and sense of community.





We would love to see Winter Love SJ take place on Water Street (between Princess & King Street) in order to bring this area of the city to life

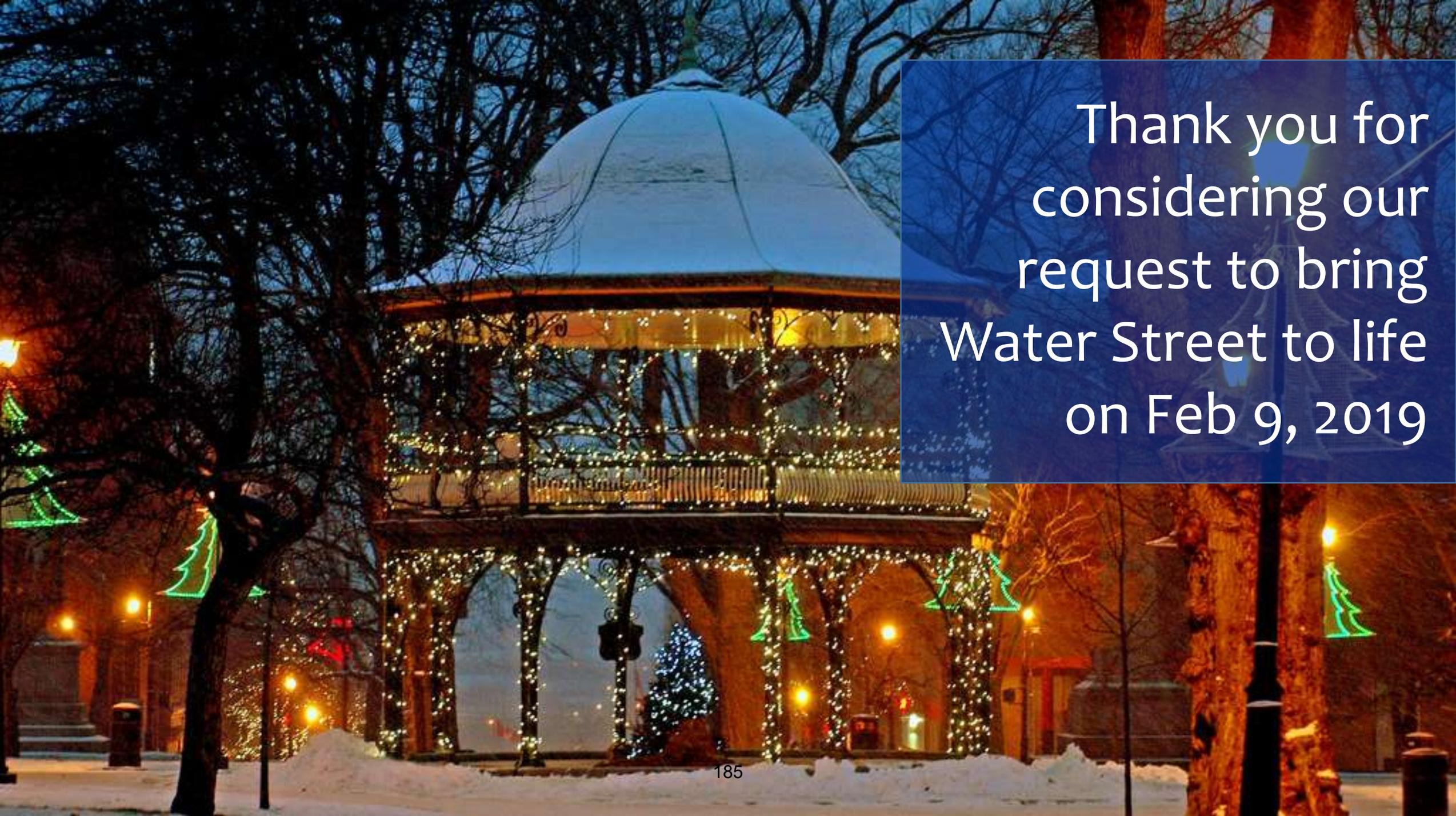
# Site Plan



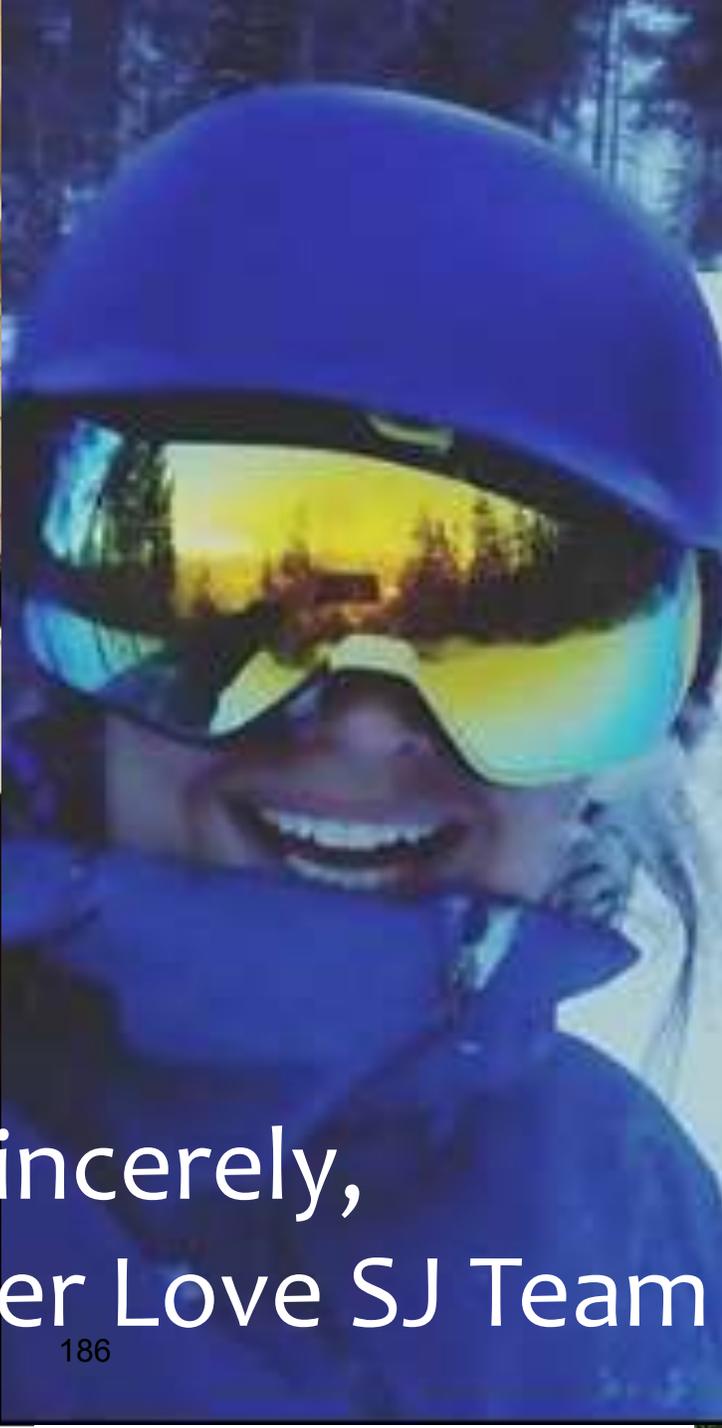
Ideal location because it:

- Will be easy to create barricades and wind blocks
- Is next to our ideal Sn'Olympics site
- Brings to life an otherwise dull area of the Uptown
- Allows us to piggyback off the BunkHaus Hostel's liquor license
- Makes bringing food trucks on-site easy
- Is a sunny Location





Thank you for  
considering our  
request to bring  
Water Street to life  
on Feb 9, 2019



Sincerely,  
The Winter Love SJ Team



## PROPOSED MUNICIPAL PLAN AMENDMENT RE: 179-185 GOLDEN GROVE ROAD

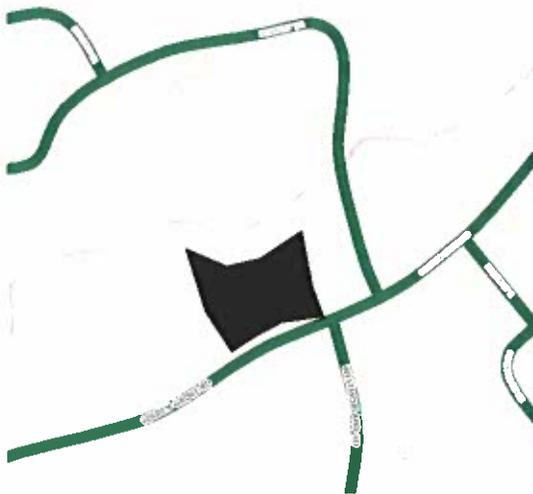
07-Dec-2018

### PROPOSED MUNICIPAL PLAN AMENDMENT

#### RE: 179-185 GOLDEN GROVE ROAD

Public Notice is hereby given that the Common Council of The City of Saint John intends to consider an amendment to the Municipal Development Plan which would:

1. Redesignate on Schedule A of the Municipal Development Plan, a parcel of land with an area of approximately 0.55 hectares, located at 179-185 Golden Grove Road, also identified as PID Nos. 55057848, 55057855 and 55201750, from Stable Area to Employment Area as illustrated below;
2. Redesignate, on Schedule B of the Plan, the same parcel of land, from Stable Residential to Stable Commercial.



A public presentation of the proposed amendment will take place at a regular meeting of Common Council on **Monday, December 17, 2018** in the Council Chamber, Lobby Level, City Hall

#### REASON FOR CHANGE:

To construct a vehicle body and paint shop.

Written objections to the proposed amendment may be made to the Council, in care of the undersigned, by **January 16, 2019**. Enquiries may be made at the office of the Common Clerk or Growth and Community Development Services, City Hall, 15 Market Square, Saint John, N.B. between the hours of 8:30 a.m. and 4:30 p.m., Monday through Friday, inclusive, holidays excepted.

Jonathan Taylor, Common Clerk

658-2862

LOCATION	CIVIC ADDRESS :	185 Golden Grove Rd <i>vacant lots</i>		PID #:	55201150, 55057855	
STAFF USE	HERITAGE AREA: Y / N	INTENSIFICATION AREA: Y / N	FLOOD RISK AREA: Y / N	APPROVED GRADING PLAN: Y / N		
	APPLICATION #:	18-0182	DATE RECEIVED:	Sept 2018		
			RECEIVED BY:	Paula		
APPLICANT INFORMATION	APPLICANT	EMAIL	PHONE			
	Scotts Autobody & Collision Ltd.	scotttrites@fixauto.com	506-694-8769			
	MAILING ADDRESS	POSTAL CODE				
	187 Golden Grove Rd Saint John, NB	E2H 1X7				
	CONTRACTOR	EMAIL	PHONE			
	MAILING ADDRESS	POSTAL CODE				
OWNER	EMAIL	PHONE				
Doug Mitton		506-696-8542				
MAILING ADDRESS	POSTAL CODE					
185 Golden Grove Rd Saint John, NB	E2H 1X7					
PRESENT USE: <i>Home</i>		PROPOSED USE: <i>Collision Centre</i>				
CHECK ALL THAT APPLY	<b>BUILDING</b>		<b>PLANNING</b>		<b>INFRASTRUCTURE</b>	
	<input type="checkbox"/> INTERIOR RENOVATION	<input type="checkbox"/> NEW CONSTRUCTION	<input type="checkbox"/> VARIANCE	<input type="checkbox"/> STREET EXCAVATION	<input type="checkbox"/> HERITAGE DEVELOPMENT	
	<input type="checkbox"/> EXTERIOR RENOVATION	<input type="checkbox"/> ACCESSORY BLDG	<input type="checkbox"/> PLANNING LETTER	<input type="checkbox"/> DRIVEWAY CULVERT	<input type="checkbox"/> HERITAGE SIGN	
	<input type="checkbox"/> ADDITION	<input type="checkbox"/> POOL	<input checked="" type="checkbox"/> PAC APPLICATION	<input type="checkbox"/> DRAINAGE	<input type="checkbox"/> HERITAGE INFILL	
	<input type="checkbox"/> DECK	<input type="checkbox"/> DEMOLITION	<input checked="" type="checkbox"/> COUNCIL APP	<input type="checkbox"/> WATER & SEWERAGE	<input type="checkbox"/> HERITAGE DEMO	
	<input type="checkbox"/> CHANGE OF USE	<input type="checkbox"/> SIGN	<input type="checkbox"/> SUBDIVISION	<input type="checkbox"/> OTHER	<input type="checkbox"/> OTHER	
	<input type="checkbox"/> MINIMUM STANDARDS	<input type="checkbox"/> OTHER	<input type="checkbox"/> OTHER			
	Demolish existing house and outbuildings to construct new collision centre					

I consent to the City of Saint John sending to me commercial electronic messages, from time to time, regarding City initiatives and incentives.

**General Collection Statement**

This information is being collected in order for the City of Saint John to deliver an existing program / service. The collection is limited to that which is necessary to deliver the program / service. Unless required to do so by law, the City of Saint John will not share your personal information with any third party without your express consent.

The legal authority for collecting this information is to be found in the Municipalities Act and the Right to Information and Protection of Privacy Act. For further information or questions regarding the collection of personal information, please contact the Access & Privacy Officer.

City Hall Building  
 5th Floor - 15 Market Square  
 Saint John, NB E2L 1E8  
[communications@saintjohn.ca](mailto:communications@saintjohn.ca)  
 (506) 658-2862



I, the undersigned, hereby apply for the permit(s) or approval(s) indicated above for the work described on plans, submissions and forms herewith submitted. This application includes all relevant documentation necessary for the applied for permit(s) or approval(s). I agree to comply with the plans, specifications and further agree to comply with all relevant City By-laws and conditions imposed.

By submitting a complete permit application, the applicant grants permission to City inspectors to enter the land, building or premises at all reasonable times for the purposes of conducting inspection(s) associated with the permit.

\_\_\_\_\_  
 Applicant Signature

\_\_\_\_\_  
 Date *Aug 23/18*

<b>CIVIC ADDRESS</b>	185 Golden Grove Rd	<b>APPLICATION #</b>	18-082	<b>FEE PAID</b>	<input checked="" type="radio"/> Y <input type="radio"/> N
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**TYPE OF APPLICATION** VISA

<input type="checkbox"/> Land for Public Purposes Release Service Fee: \$300	<input type="checkbox"/> Non-Conforming Use Service Fee: \$200	<input type="checkbox"/> Satisfactory Servicing Service Fee: \$200
<input type="checkbox"/> Section 39 Amendment Service Fee: \$2,500	<input type="checkbox"/> Zoning By-law Amendment Service Fee: \$2,500	<input checked="" type="checkbox"/> Zoning By-law Amendment with a Municipal Plan Amendment Service Fee: \$3,500

**DETAILED DESCRIPTION OF APPLICATION**  
 Where applicable, indicate the changes to existing Section 39 conditions, zoning, or Municipal Plan designation being requested. Attach site plans, building elevations, floor plans, and other documentation to fully describe the application. The submission of a preliminary proposal and a Pre-Application Meeting is encouraged prior to seeking approval. Please contact the One-Stop Development Shop at (506) 658-2911 for further information.

Requesting current property to be rezoned to construct a new collision centre facility.

**ENCUMBRANCES**  
 Describe any easements, restrictive covenants, and other encumbrances affecting the land.

**AUTHORIZATION**

As of the date of this application, I, the undersigned, am the registered owner of the land described in this application or the authorized agent thereof, and I have examined the contents of this application and hereby certify that the information submitted with the application is correct insofar as I have knowledge of these facts, and I hereby authorize the applicant to represent this matter and to provide any additional information that will be necessary for this application.

\_\_\_\_\_  
 Registered Owner or Authorized Agent

\_\_\_\_\_  
 Additional Registered Owner

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Date

The information contained in this application and any documentation, including plans, drawings, reports, and studies, provided in support of this application will become part of the public record.

- Purchase house and two vacant lots – leave the last lot as a buffer zone
- Build new shop to handle work flow. Two additions have been added to our current building over the last 7 years, which we have outgrown.
- Hire 10-15 more staff to handle work load
- Fence in area for a compound for cars under repair so that they are not seen from the road
- Lot will be landscaped
- We must stay in this area due to our contract with Fix Auto, as all Insurance work goes by postal codes
- I purchased the existing building in 2009 and have continued to make improvements to the building and land (new siding, windows, roof, aluminum entrance, pavement, landscaping, fenced in yard) to appeal to our neighbors and community
- We have had no complaints from the community since being here
- We currently have 13 employees
- Increased tax base for the City of Saint John
- Economical spin-off of hiring new employees



## Reade, Mark

---

**From:** Fix Auto Saint John East <saintjohneast@fixauto.com>  
**Sent:** October-24-18 11:20 AM  
**To:** Reade, Mark  
**Subject:** FW: New Shop  
**Attachments:** LOGO.gif; a0.gif; a1.gif; a2.gif; a3.gif; b0.gif; b1.gif; b3.gif; c0.gif; c3.gif; d0.gif; d3.gif; e0.gif; solidline350.gif

**Importance:** High

Here's some pic's of what we would like to do.

Thanks  
Scott Trites 654-0994 cell





This message was sent from a Bell mobile phone.



**A LAW TO AMEND  
BY-LAW NUMBER BIA-2  
BUSINESS IMPROVEMENT LEVY  
BY-LAW**

**ARRÊTÉ MODIFIANT  
ARRÊTÉ N° BIA-2  
ARRÊTÉ CONCERNANT LA  
CONTRIBUTION POUR  
L'AMÉLIORATION DES AFFAIRES**

Be it enacted by the Common Council of the City of Saint John as follows:

Le conseil communal de The City of Saint John décrète ce qui suit:

The Business Improvement Levy By-Law of The City of Saint John enacted on the third day of January, 2006, is amended by:

L'arrêté concernant la contribution pour l'amélioration des affaires de The City of Saint John décrété le 3 janvier 2006 et modifié par:

**1** Repealing section 2 thereof and inserting the following:

**1** L'abrogation de l'article 2 aux présentes et l'ajout du texte qui suit :

**2** A levy of 16 cents for each one hundred dollars of assessed value is hereby imposed for 2019 upon non-residential property within the Business Improvement Area established by By-Law No. BIA-1 Business Improvement Area By-Law enacted on the 5<sup>th</sup> day of January, 2004.

**2** Par la présente, une contribution de 16 cents par tranche de cent dollars par rapport à la valeur fixée est imposée pour l'année 2018 sur les immeubles non résidentiels situés à l'intérieur de la zone d'amélioration des affaires établie en vertu de l'Arrêté n° BIA-1 relatif à la zone d'amélioration des affaires édicté le 5 janvier 2004.

IN WITNESS WHEREOF The City of Saint John has caused the Corporate Common Seal of the said City to be affixed to this by-law the \*\*\*\* day of \*\*\*\*, A.D. 2019 and signed by:

EN FOI DE QUOI, The City of Saint John a fait apposer son sceau communal sur le présent arrêté \*\* \*\* \*\*\*\*\* 2019, avec les signatures suivantes :

\_\_\_\_\_  
Mayor/Maire

\_\_\_\_\_  
Common Clerk/Greffier communal

First Reading -  
Second Reading -  
Third Reading -

Première lecture -  
Deuxième lecture -  
Troisième lecture -

**BY-LAW NUMBER L.G. -1  
A BY-LAW TO PROVIDE FOR SALARIES  
TO THE MEMBERS OF THE  
COMMON COUNCIL  
OF THE CITY OF SAINT JOHN**

**ARRÊTÉ N° L.G. -1  
ARRÊTÉ CONCERNANT LA  
RÉMUNÉRATION DES MEMBRES DU  
CONSEIL COMMUNAL DE SAINT JOHN**

Be it enacted by the Common Council of The City of Saint John as follows:

Le conseil communal de The City of Saint John décrète ce qui suit :

**1** The Mayor shall be paid an annual salary in the amount of \$88,000.00

**1** Le maire touche la rémunération suivante : un traitement annuel de 88 000 \$.

**2** The Deputy Mayor shall be paid an annual salary in the amount of \$42,600.00.

**2** Le maire suppléant touche la rémunération suivante : des appointements annuels de 42 600 \$.

**3** Each Councillor shall be paid an annual salary in the amount of \$32,600.00.

**3** Chaque conseiller touche la rémunération suivante : des appointements annuels de 32 600 \$.

**4** A by-law of The City of Saint John enacted on the 12th day of December, 2016 entitled "By-law Number M-6 - A By-law To Provide For Salaries To The Members Of The Common Council Of The City Of Saint John" and all amendments thereto is repealed on the coming into force of this by-law.

**4** L'arrêté de The City of Saint John décrété le 12 décembre 2016 et intitulé *By-law Number M-6 - A By-law To Provide For Salaries To The Members Of The Common Council Of The City Of Saint John*, ensemble ses modifications, est abrogé dès l'entrée en vigueur du présent arrêté.

IN WITNESS WHEREOF The City of Saint John has caused the Common Seal of the said City to be affixed to this by-law the \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2018, and signed by:

EN FOI DE QUOI, The City of Saint John a fait apposer son sceau communal sur le présent arrêté le \_\_\_\_\_ 2018, avec les signatures suivantes :

\_\_\_\_\_  
Mayor/Maire

\_\_\_\_\_  
Common Clerk/Greffier communal

First Reading - December 3, 2018  
Second Reading - December 3, 2018  
Third Reading -

Première lecture - le 3 décembre 2018  
Deuxième lecture - le 3 décembre 2018  
Troisième lecture

**BY-LAW NUMBER C.P. 111-65  
A LAW TO AMEND  
THE ZONING BY-LAW  
OF THE CITY OF SAINT JOHN**

Be it enacted by The City of Saint John in Common Council convened, as follows:

The Zoning By-law of The City of Saint John enacted on the fifteenth day of December, A.D. 2014, is amended by:

**1** Amending Schedule A, the Zoning Map of The City of Saint John, by re-zoning a parcel of land having an area of approximately 316 square metres, located at 105 Prince Edward Street, also identified as PID Nos. 00012450 and 55122162, from Mixed Commercial (CM) to General Commercial (CG) pursuant to a resolution adopted by Common Council under Section 59 of the Community Planning Act.

- all as shown on the plan attached hereto and forming part of this by-law.

IN WITNESS WHEREOF The City of Saint John has caused the Corporate Common Seal of the said City to be affixed to this by-law the \* day of \*, A.D. 2018 and signed by:

---

Mayor/Maire

---

Common Clerk/Greffier communal

First Reading - December 3, 2018  
Second Reading - December 3, 2018  
Third Reading -

**ARRÊTÉ N° C.P. 111-65  
ARRÊTÉ MODIFIANT L'ARRÊTÉ DE  
ZONAGE DE THE CITY OF SAINT  
JOHN**

Lors d'une réunion du conseil communal, The City of Saint John a décrété ce qui suit :

L'arrêté de zonage de The City of Saint John, décrété le quinze (15) décembre 2014, est modifié par :

**1** La modification de l'annexe A, Carte de zonage de The City of Saint John, permettant de modifier la désignation pour une parcelle de terrain d'une superficie d'environ 316 mètres carrés, située au 105, rue Prince Edward, et portant les NID 00012450 et 55122162, de zone commerciale mixte (CM) à zone commerciale générale (CG) conformément à une résolution adoptée par le conseil municipal en vertu de l'article 59 de la Loi sur l'urbanisme.

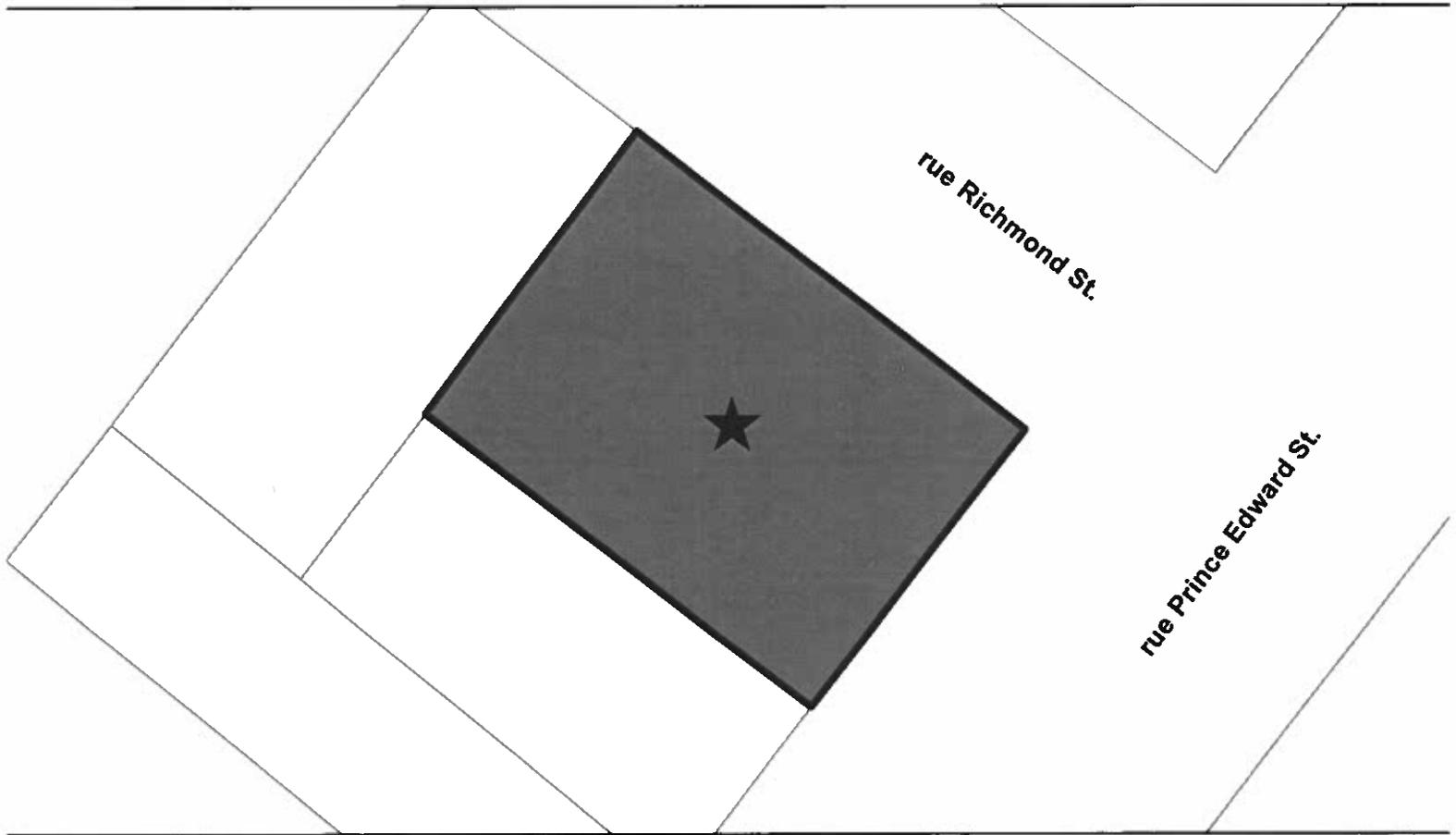
- toutes les modifications sont indiquées sur le plan ci-joint et font partie du présent arrêté.

EN FOI DE QUOI, The City of Saint John a fait apposer son sceau communal sur le présent arrêté le \* 2018, avec les signatures suivantes :

Première lecture - le 3 décembre 2018  
Deuxième lecture - le 3 décembre 2018  
Troisième lecture -

**REZONING / REZONAGE**

Amending Schedule "A" of the Zoning By-Law of The City of Saint John  
Modifiant Annexe «A» de l'Arrêté de zonage de The City of Saint John



**FROM / DE**

Mixed Commercial  
Zone commerciale  
mixte

**CM**



**CG**

**TO / À**

General Commercial  
Zone commerciale  
générale



Pursuant to a Resolution under Section 59 of the Community Planning Act  
Conformément à une résolution adoptée par le conseil municipal en vertu  
de l'article 59 de la Loi sur l'urbanisme

**Applicant:** Owen Green

**Location:** 105 Prince Edward Street

**PID(s)/NIP(s):** 00012450, 55122162

**Considered by P.A.C./considéré par le C.C.U.:** November 20 novembre, 2018

**Enacted by Council/Approuvé par le Conseil:**

**Filed in Registry Office/Enregistré le:**

**By-Law #/Arrêté #**

Section 59 Conditions – 105 Prince Edward Street

That pursuant to Section 59 of the *Community Planning Act*, the development and use of the parcel of land with an area of approximately 326 square metres, located at 105 Prince Edward Street, also identified as PID Nos. 000012450 and 55122162 shall be subject to the following conditions:

- a. A site plan is to be attached to the application for the building permit for the proposed development and all site improvements illustrated on the plan must be completed within one year of obtaining a building permit.

**BY-LAW NUMBER C.P. 111-66  
A LAW TO AMEND  
THE ZONING BY-LAW  
OF THE CITY OF SAINT JOHN**

Be it enacted by The City of Saint John in Common Council convened, as follows:

The Zoning By-law of The City of Saint John enacted on the fifteenth day of December, A.D. 2014, is amended by:

**1** Amending Schedule A, the Zoning Map of The City of Saint John, by re-zoning a parcel of land having an area of approximately 1072 square metres, located at 4 Second Street, also identified as PID No. 00026849 from Neighbourhood Community Facility (CFN) to Low Rise Residential (RL) pursuant to a resolution adopted by Common Council under Section 59 of the Community Planning Act.

- all as shown on the plan attached hereto and forming part of this by-law.

IN WITNESS WHEREOF The City of Saint John has caused the Corporate Common Seal of the said City to be affixed to this by-law the \* day of \*, A.D. 2018 and signed by:

---

Mayor/Maire

---

Common Clerk/Greffier communal

First Reading - December 3, 2018  
Second Reading - December 3, 2018  
Third Reading -

**ARRÊTÉ N° C.P. 111-66  
ARRÊTÉ MODIFIANT L'ARRÊTÉ DE  
ZONAGE DE THE CITY OF SAINT  
JOHN**

Lors d'une réunion du conseil communal, The City of Saint John a décrété ce qui suit :

L'arrêté de zonage de The City of Saint John, décrété le quinze (15) décembre 2014, est modifié par :

**1** La modification de l'annexe A, Carte de zonage de The City of Saint John, permettant de modifier la désignation pour une parcelle de terrain d'une superficie d'environ 1072 mètres carré, située au 4, rue Second, et portant le NID 00026849, de zon d'installations communautaires de quartier (CFN) à zone résidentielle Immeubles d'habitation bas (RL) conformément à une résolution adoptée par le conseil municipal en vertu de l'article 59 de la Loi sur l'urbanisme.

- toutes les modifications sont indiquées sur le plan ci-joint et font partie du présent arrêté.

EN FOI DE QUOI, The City of Saint John a fait apposer son sceau communal sur le présent arrêté le \* 2018, avec les signatures suivantes :

Première lecture - le 3 décembre 2018  
Deuxième lecture - le 3 décembre 2018  
Troisième lecture -

GROWTH & COMMUNITY DEVELOPMENT SERVICES  
SERVICE DE LA CROISSANCE ET DU DÉVELOPPEMENT COMMUNAUTAIRE

**REZONING / REZONAGE**

Amending Schedule "A" of the Zoning By-Law of The City of Saint John  
Modifiant Annexe «A» de l'Arrêté de zonage de The City of Saint John



**FROM / DE**

Neighbourhood  
Community Facility  
Zone d'installations  
communautaires de quartier

**CFN**



**RL**

Low-Rise Residential  
Zone résidentielle – immeubles  
d'habitation bas

**TO / À**



Pursuant to a Resolution under Section 59 of the Community Planning Act  
Conformément à une résolution adoptée par le conseil municipal en vertu  
de l'article 59 de la Loi sur l'urbanisme

**Applicant:** Michael Saunders

**Location:** 4 Second Street

**PID(s)/NIP(s):** 00026849

**Considered by P.A.C./considéré par le C.C.U.:** November 20 novembre, 2018

**Enacted by Council/Approuvé par le Conseil:**

**Filed in Registry Office/Enregistré le:**

**By-Law #/Arrêté #**

**Drawn By/Créée Par:** Andrew Pollock **Date Drawn/Carte Créée:** December 4 décembre, 2018

Section 59 Conditions – 4 Second Street

That, pursuant to Section 59 of the *Community Planning Act*, the use of the parcel of land having an area of approximately 1072 square metres, located at 4 Second Street, also identified as PID Number 00026849, be subject to the following conditions:

- a. That all signage related to the previous operation of a church be removed previous to the issuance of an occupancy certificate.

Received Date	November 26, 2018
Meeting Date	December 17, 2018
Open or Closed	Open Session

His Worship Don Darling and  
Members of Common Council

Your Worship and Councillors:

**Subject: New Brunswick International Student Program (NBISP)**

**Background:**

I am requesting that Common Council permit the scheduling of a presentation by Mrs. Debbie Thomas, field representative for NBISP within the Anglophone South School District area.

For background, the New Brunswick International Student Program (NBISP) welcomes students between the ages of 11 and 18 from all points of the globe. Our English school system offers an impressive variety of programs and up-to-date classroom technology. The NBISP is managed through Atlantic Education International Inc. AEI was created in 1997 by the province of New Brunswick to deliver real education opportunities to the world community through the Department of Education.

Visiting students live with a host family, attend classes with New Brunswick students and participate in extra-curricular and community activities. Fully immersed in the English language, international students develop their language skills and create new and lasting friendships.

Supporting this motion, signals Common Council's support to the NBISP in their pursuit to secure qualified host families in our Greater Saint John region. Furthermore, by supporting the scheduling of this presentation we can enrich our community and support our City of Saint John vision of being the most welcoming community in Atlantic Canada.

**Motion:**

Refer to the Common Clerk for scheduling.

Respectfully Submitted,

(Received via email)

Greg Norton  
Councillor (Ward 1)  
City of Saint John



## COUNCIL REPORT

M&C No.	2018-350
Report Date	December 06, 2018
Meeting Date	December 17, 2018
Service Area	Finance and Administrative Services

His Worship Mayor Don Darling and Members of Common Council

***SUBJECT: 2019 General Operating Budget***

***OPEN OR CLOSED SESSION***

This matter is to be discussed in open session of Common Council.

***AUTHORIZATION***

Primary Author	Commissioner/Dept. Head	City Manager
<b><i>David Merrithew</i></b>	<b><i>Hilary Nguyen/Kevin Fudge</i></b>	<b><i>Neil Jacobsen</i></b>

***RECOMMENDATION***

RESOLVED that as recommended by the Finance Committee at its December 6<sup>th</sup> meeting:

1. That the sum of \$160,257,783 be the total Operating Budget of the City of Saint John for 2019;
2. That the sum of \$123,577,054 be the Warrant of the City of Saint John for 2019;
3. That the tax rate for the City of Saint John be \$1.785;
4. That Common Council orders and directs the levying by the Minister of Environment and Local Government of said amount on real property liable to taxation under the Assessment Act within the Municipality of Saint John;
5. That Common Council authorizes the Commissioner of Finance and Administrative Services to disburse, at a time acceptable to him, to the named Commissions, Agencies and Committees, the approved funds as contained in the 2019 budget.
6. That Common Council approves the 2019 Establishment of Permanent Positions at 627;
7. That Common Council approves \$350,000 to the Growth Reserve Fund to support the City's growth initiatives;
8. That Common Council approve \$500,000 to the Capital Reserve Fund to fund infrastructure deficit;
9. That Common Council approve \$300,000 to the Operating Reserve Fund to support a Restructuring Plan.

### **EXECUTIVE SUMMARY**

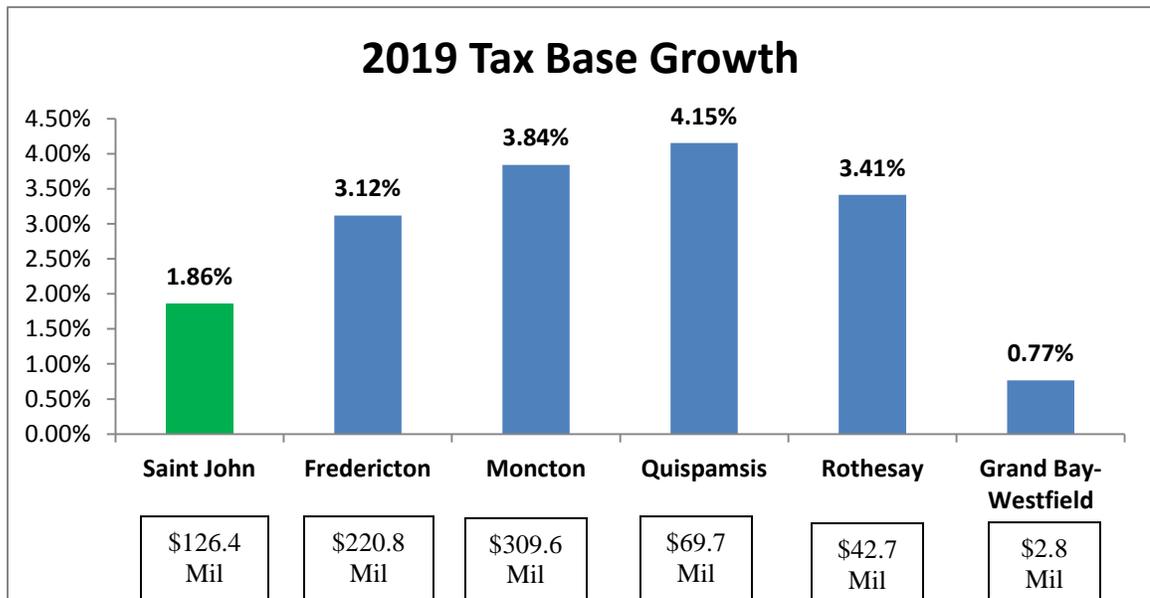
The first draft 2019 General Operating Budget was submitted to Council for Receive and File on November 5<sup>th</sup>, 2018. On November 28<sup>th</sup>, the Province released the property assessment and unconditional grant information. The Finance Committee met on December 6<sup>th</sup>, 2018 to review the revised General Operating Budget which totaled \$160,257,783 or \$610,419 more than the first Draft Budget. The Finance Committee recommended at its meeting on December 6<sup>th</sup> that the revised Budget as presented be sent to Common Council for approval.

### **PREVIOUS RESOLUTION**

N/A

### **REPORT**

On November 28<sup>th</sup>, the Province released the property assessment and unconditional grant information. The City's overall tax base has increased by 1.86%, or \$2,257,966. Comparing to other peer cities including Fredericton and Moncton and the surrounding communities, Saint John's growth is the second lowest. The following graph illustrates the tax base growth comparison.



The City's Unconditional and Equalization grant has gone up 4.52% or \$750,138. With the increase of assessment base of 1.86% and Unconditional & Equalization Grant of 4.52%, the City property tax and unconditional grant revenue combined totals \$3,008,104, however, this extra revenue will be offset by a reduction in the 2019 Short Term Provincial Financial Assistance. According to the Funding Agreement signed between the City and the Province of NB, the financial assistance in 2019 (\$8,912,315) is calculated based on the assumptions that the City's tax base growth is 1% and the Unconditional Grant remains unchanged.

Applying these assumptions, the Provincial Financial Assistance should be reduced by \$1,794,913.

In November, WorkSafeNB announced that the Workers' Compensation rate would go up and the increase is likely to be significant. At this time, the City has not been advised of the new rate. The revised Budget includes a 0.5% increase in the fringe benefit percentage to cover the potential increase in Workers Compensation premiums.

The following table compares the revised Budget to the previous Budget which was submitted to Council on November 5<sup>th</sup>.

	<u>Final Budget</u>	<u>First Draft</u>	<u>Difference</u>
Property Taxes	123,577,054	121,925,686	1,651,368
Unconditional Grant	17,353,344	16,603,206	750,138
Financial Assistance	7,117,402	8,912,315	-1,794,913
PILT	3,826		3,826
Surplus 2nd previous year	86,557	86,557	
Own Source Revenues	12,119,600	12,119,600	
<b>Revenues</b>	<b>160,257,783</b>	<b>159,647,364</b>	<b>610,419</b>
Growth & Development	11,415,903	11,413,782	2,121
Public safety	57,061,724	56,844,078	217,646
Transportation	45,108,730	45,044,351	64,379
Finance & Admin	8,985,886	8,943,267	42,619
Corporate Services	8,318,049	8,228,844	89,205
Other Charges	29,367,491	29,173,042	194,449
<b>Expenses</b>	<b>160,257,783</b>	<b>159,647,364</b>	<b>610,419</b>

The additional revenues totaling \$610,419 have been allocated to the followings:

	<b><u>Budget Allocation</u></b>
Fringe Benefit Increase (Workers' Comp.)	343,307
Police's Budget Adjustment	40,000
Market Square Common Area Costs	-12,214
Capital from Operating	194,449
Mayor's & Council's salary adjustments	44,877
<b>Total</b>	<b>610,419</b>

The 2019 Proposed General Operating Budget allocates funds to Council's strategic priorities. The budget maintains the same tax rate (\$1.785) for the 11<sup>th</sup> consecutive years.

***STRATEGIC ALIGNMENT***

The 2019 Proposed General Operating Budget aligns with Council's Priorities.

***SERVICE AND FINANCIAL OUTCOMES***

Frontline service levels have been maintained.

***INPUT FROM OTHER SERVICE AREAS AND STAKEHOLDERS***

Considerable input has been received from all service areas.

***ATTACHMENTS***

2019 Proposed General Operating Budget

**The City of Saint John**  
**2019 GENERAL OPERATING BUDGET**

City of Saint John	2018 Approved Budget	2019 Proposed Budget
<b>2019 Budget</b>		
<b>REVENUES</b>		
Property taxes	121,319,088	123,577,054
PILT Adjustment	-	3,826
Financial Assistance	4,717,196	7,117,402
Equalization & Unconditional Grant	16,603,206	17,353,344
Surplus 2nd previous year	1,338,515	86,557
Growth & Community Development Services	2,503,571	2,507,734
Public Safety Services	1,887,022	1,695,896
Transportation & Environment Services	3,982,308	4,060,970
Finance & Administrative Services	3,654,886	3,743,000
Corporate Services	85,000	112,000
<b>TOTAL REVENUES</b>	<b>156,090,792</b>	<b>160,257,783</b>
<b>EXPENDITURES</b>		
<b>Growth &amp; Community Development Services</b>		
<b>Growth &amp; Community Planning Services</b>		
Growth & Community Planning Services	1,730,540	1,788,905
<b>One Stop Development Shop Services</b>		
Heritage Conservation	181,551	190,936
Permitting & Inspection Service & By-Law Compliance	2,142,814	2,149,294
Infrastructure Development	525,393	541,256
	4,580,298	4,670,391
<b>Economic Development Service</b>		
<b>Economic development agencies</b>		
Growth Reserve Fund	350,000	350,000
Regional Economic Development (Enterprise)	475,000	475,000
Develop Saint John	821,002	821,002
Destination Marketing Organization	1,033,495	1,033,495
	2,679,497	2,679,497
Saint John Trade and Convention Centre	638,899	625,570
Harbour Station	483,513	588,525
	3,801,909	3,893,592
<b>Urban Development Service</b>		
Market Square - Common Area	2,195,207	2,182,993
<b>Arts &amp; Culture</b>		
Cultural Affairs	117,030	108,347
Imperial Theatre	355,850	360,205

**The City of Saint John**  
**2019 GENERAL OPERATING BUDGET**

City of Saint John	2018 Approved Budget	2019 Proposed Budget
<b>2019 Budget</b>		
Saint John Arts Centre	83,938	84,125
Arts & Culture Board	70,000	70,000
Public Art - Maintenance and Repair	10,000	10,000
Acadian Games	-	19,750
Remembrance Day Ceremonies	1,500	1,500
New Year/Canada Day Celebrations	15,000	15,000
	653,318	668,927
<b>Total Growth &amp; Community Development Services</b>	<b>11,230,732</b>	<b>11,415,903</b>
<b>Public Safety Services</b>		
Fire Rescue and Suppression Service	23,718,678	24,601,147
Water Supply and Hydrants	2,300,000	2,600,000
Emergency Management Service	307,729	333,939
Police Services	25,689,293	26,058,539
Public Safety Communications	2,427,079	2,497,099
Street Lighting	943,000	971,000
<b>Total Public Safety Service</b>	<b>55,385,779</b>	<b>57,061,724</b>
<b>Transportation &amp; Environment Service</b>		
<b>Roadway Maintenance Service</b>		
Snow Control Streets	5,720,664	5,781,383
Street Cleaning	1,333,980	1,670,600
Utility Cuts	748,350	739,079
Street Services - Surface Maintenance	5,276,171	6,122,629
	13,079,165	14,313,691
<b>Sidewalk Maintenance Service</b>		
Snow Control Sidewalk	1,218,951	1,102,170
Sidewalk Maintenance	790,995	705,582
	2,009,946	1,807,752
Pedestrian & Traffic Management Service	2,348,975	2,292,512
Stormwater Management	3,785,485	3,570,935
Solid Waste Management	3,764,178	3,722,605
Engineering	533,278	553,919
<b>Parks &amp; City Landscape</b>		
Parks Maintenance	2,780,807	2,769,755
Lifeguards	170,000	173,400
Urban Forestry	306,691	309,178

**The City of Saint John**  
**2019 GENERAL OPERATING BUDGET**

City of Saint John	2018 Approved Budget	2019 Proposed Budget
<b>2019 Budget</b>		
Mispec	5,000	5,000
Saint John Horticultural Association	40,000	40,000
	3,302,498	3,297,333
<b>Sports &amp; Recreation Facilities Service</b>		
Arena Operation and Maintenance	1,567,165	1,661,801
Sportsfield Operation and Maintenance	1,319,091	1,429,986
Other Facility Operation and Maintenance	434,602	437,476
Minor Hockey Subsidy	173,000	173,000
Lord Beaverbrook Rink	159,382	159,382
Aquatic Centre	464,820	541,837
	4,118,060	4,403,482
<b>Neighbourhood Improvement</b>		
Community Development	518,408	453,028
Neighbourhood Development	152,000	152,000
Loch Lomond Community Centre	45,000	45,000
PRO Kids	121,183	122,371
	836,591	772,399
<b>Community Development Service Grants</b>		
Community Grant Program	179,721	179,721
Library	488,150	497,000
	667,871	676,721
<b>Recreation, Parks and Cultural Programming</b>		
Recreation Programming	674,401	653,332
Contracted Service - Boys and Girls Club	133,838	135,844
Contracted Service - YMCA-FGCC/MCC	162,751	133,623
Contracted Service - North End Community Centre	160,568	164,614
PlaySJ Recreation Programming Grant	15,000	15,000
	1,146,558	1,102,413
Parking Service (Administration Support)	583,943	617,565
Transit Service	7,543,954	7,977,405
<b>Total Transportation &amp; Environment Service</b>	43,720,502	45,108,732
<b>Finance and Administrative Services</b>		
<b>Financial Management Service</b>		
Finance	1,746,323	1,748,875

**The City of Saint John**  
**2019 GENERAL OPERATING BUDGET**

<b>City of Saint John</b>	<b>2018 Approved Budget</b>	<b>2019 Proposed Budget</b>
<b>2019 Budget</b>		
Assessment	1,318,538	1,343,078
	3,064,861	3,091,953
<b>Asset Management</b>		
Purchasing & Materials Management	1,115,837	1,113,424
Insurance Service	149,458	203,081
Liability Insurance	304,000	304,000
Facilities Management	1,323,653	1,436,427
City Market	1,084,324	986,126
Carpenter Shop	351,431	357,107
City Hall Building	1,892,991	1,225,384
Real Estate	216,717	268,384
	6,438,411	5,893,933
<b>Total Finance and Administrative Services</b>	<b>9,503,272</b>	<b>8,985,886</b>
<b>Corporate Services</b>		
City Manager	692,386	680,822
Legal Department	746,406	804,192
Common Clerk	569,921	583,705
Human Resources	1,463,712	1,520,515
Strategy, Continuous Improvement & Performance Reporting	592,568	607,996
Corporate Communications	438,613	445,602
Information Technology	2,273,965	2,512,414
Geographic Information Systems	466,996	380,821
Regional Services Commission	34,269	37,474
<b>Mayor &amp; Council</b>		
Mayor's Office	176,000	210,318
Council	473,203	534,190
	649,203	744,508
<b>Total Corporate Services</b>	<b>7,928,039</b>	<b>8,318,049</b>
<b>Other Charges</b>		
Fiscal Charges	16,709,579	16,917,646
Long Term Disability	1,022,300	845,692
Pension	9,588,000	9,574,000
PILT Adjustment	804	-
Capital from Operating	467,687	730,151
Infrastructure Deficit	-	500,000

**The City of Saint John  
2019 GENERAL OPERATING BUDGET**

<b>City of Saint John</b>	<b>2018 Approved Budget</b>	<b>2019 Proposed Budget</b>
<b>2019 Budget</b>		
Landfill Closure	-	300,000
Restructuring Plan	-	300,000
Others	534,098	200,000
<b>Total Other Charges</b>	<b>28,322,468</b>	<b>29,367,489</b>
<b>TOTAL EXPENDITURES</b>	<b>156,090,792</b>	<b>160,257,783</b>

## COUNCIL REPORT

M&C No.	2018-353
Report Date	December 10, 2018
Meeting Date	December 17, 2018
Service Area	Finance and Administrative Services

His Worship Mayor Don Darling and Members of Common Council

***SUBJECT: Reserves***

***OPEN OR CLOSED SESSION***

This matter is to be discussed in open session of Common Council.

***AUTHORIZATION***

Primary Author	Commissioner/Dept. Head	City Manager
<b><i>David Merrithew</i></b>	<b><i>Hilary Nguyen/Kevin Fudge</i></b>	<b><i>Neil Jacobsen</i></b>

***RECOMMENDATION***

It is Recommended that Common Council approve the transfer of:

- \$400,000 to an Operating Reserve to cover the potential increase in WorkSafeNB premiums;
- \$400,000 to the General Capital Reserve to fund infrastructure deficit;
- \$500,000 to an Operating Reserve to fund the demolition of the Coast Guard Administration Building in 2019;
- \$100,000, which is the amount needed to complete the Market Slip Dredging to an Operating Reserve to be used in 2019;
- \$1 Mil which is the projected surplus in the Utility Operating Fund to the SCDW project reserve fund;
- Any fluctuation in the value of the City’s employee benefit programs due to actuarial gains to an Operating Reserve annually in order to fund future losses;
- Approve the “Reserve Schedule A” included in this report.

***EXECUTIVE SUMMARY***

The Reserve Policy was approved by Common Council on December 11, 2017. The purpose of the Reserve Policy is to address longer term funding strategies to minimize debt servicing costs, address the infrastructure deficit, and mitigate the effect of unanticipated events. Permitted uses of reserves according to the Reserve Policy are:

- 1 Major unanticipated/unforeseen events;
- 2 Major Capital renewal;
- 3 Future Liabilities;
- 4 One time operating expenses which are greater than \$100,000 and are not part of the recurring operating budget;
- 5 Infrastructure deficit; and
- 6 Investment in growth opportunities.

In addition to the Reserve Policy, the City has to comply with the Provincial Reserve Fund Regulation which prescribes that the establishment, funding and withdrawal of Reserve funds can only be done through resolutions of Common Council before the end of each calendar year.

In alignment with the City's Reserve Policy, this report includes recommendations to transfer:

- \$400K to an Operating Reserve for WorkSafeNB premiums increase;
- \$400K to the General Capital Reserve to fund Infrastructure deficit;
- \$500K to an Operating Reserve to fund the demolition of the Coast Guard Administration Building in 2019;
- \$100K to an Operating Reserve for the completion of the Market Slip Dredging in 2019;
- \$1 Mil to the SCDW project Capital Reserve;
- Any fluctuation in the value of the City's employee benefit programs due to actuarial gains to an Operating Reserve annually in order to fund future losses.

To comply with the Provincial Legislation, Staff recommend that Common Council approve the total amounts of contribution to and withdrawal from the Reserves as detailed in the Schedule A included in this report.

The reserve report was presented to the Finance Committee at its meeting on December 6<sup>th</sup>. The Committee approved the report as presented and recommended the report be sent to Common Council for approval.

***PREVIOUS RESOLUTION***

N/A

***REPORT***

The Reserve Policy was approved by Common Council on December 11, 2017. The purpose of the Reserve Policy is to address longer term funding strategies to minimize debt servicing costs, address the infrastructure deficit, and mitigate the

effect of unanticipated events. Permitted uses of reserves according to the Reserve Policy are:

- 1 Major unanticipated/unforeseen events;
- 2 Major Capital renewal;
- 3 Future Liabilities;
- 4 One time operating expenses which are greater than \$100,000 and are not part of the recurring operating budget;
- 5 Infrastructure deficit; and
- 6 Investment in growth opportunities.

In addition to the Reserve Policy, the City has to comply with the Provincial Reserve Fund Regulation which prescribes that the establishment, funding and withdrawal of Reserve funds can only be done through resolutions of Common Council before the end of each calendar year.

Currently, the City has the following reserves:

- **Operating Reserves:**
  1. General Operating Reserve
  2. Growth Reserve
- **Capital Reserves:**
  1. General Capital Reserve
  2. Fleet Reserve – General Fund
  3. Fleet Reserve – W&S Utility Fund
  4. Computer Reserve
  5. Utility Capital Reserve for Safe, Clean, Drinking Water Project
  6. Utility Infrastructure Reserve.

The reserves have been managed in accordance with the Reserve Policy. During the year, withdrawals from the reserves were approved by Council in advance on a case by case basis and the reserves have been used for their intended purposes.

**Reserve for Workers' Compensation:**

In November, WorkSafeNB announced that the Workers' Compensation rate will go up and the increase is likely to be significant. The impact on the City's budget can be as high as \$1 Mil. It is difficult for the City to absorb the full cost in one year, therefore, Staff recommend that the City transfer \$400K from the City's contingency budget to an Operating Reserve to fund future increases in Workers Compensation premiums.

**Reserve for Infrastructure deficit:**

Based on the City's 2016 State of the Infrastructure Report (SOTI) prepared by R.V Anderson in August 2017, the infrastructure deficit for the General Fund was

estimated at \$219.4 Mil. Although the estimate was done at a high level, it reflects the magnitude of infrastructure backlog due to insufficient capital funding over many years. Staff recommend that \$400K from the 2018 projected surplus be transferred to the General Capital Reserve to fund Infrastructure deficit.

**Reserve for Market Slip Dredging**

The City budgeted \$142K for the Market Slip Dredging in 2018. The project is underway, however, will not be completed before the end of the year. Staff recommend that \$100K be transferred to an Operating Reserve to pay for the outstanding portion of the project in 2019.

**Reserve for Fluctuations in Employee Benefit Programs due to Actuarial Gains or Losses:**

Pursuant to the Public Sector Accounting Standards, the City is required to have actuarial valuations done for the City's benefit programs such as Heart & Lung, Retirement Pay or disability pensions at the end of each year to determine the value of the City's liabilities associated with the employee benefit programs. The actuarial valuations have been done by a Professional Firm called "Aon". As a result of the actuarial valuations, the value of the City's liabilities related to the employee benefit programs can fluctuate due to various factors among which is the discount rate. If the discount rate goes up, the value of the liabilities will go down and vice versa. The accounting entries to record these fluctuations can cause significant negative or positive impacts to the City's budget. For example, the impact of the benefit true-up entries was a \$1.5 Mil charge to the City's budget in 2014. For 2018, staff was advised that it is likely that the discount rate at December 31, 2018 would go up 0.40% compared to 2017 which may result in a positive impact on the City's budget of \$600K-\$800K. Given the actuarial gains or losses are unrealized and the fluctuation in discount rates is beyond control of the City, Staff recommend that going forward all actuarial gains be put in an Operating Reserve to offset future actuarial losses.

**Saint John Water projected surplus:**

Saint John Water has prepared a year end projection based on actual results at October 31, 2018 and estimated revenue and expenditures for the remaining two months. The Utility is currently estimating a surplus of \$1,138,257 (2.38%) variance for the year. Meter revenue continues to have the largest variance along with interest revenue which is due to higher interest rates than budgeted for. Drinking water has the largest variance and is mainly due to earlier than anticipated startup of the Eastside Water Treatment plant.

Due to the outstanding financial risk of the Safe Clean Drinking Water project; staff recommend that \$1 Mil of the operating surplus be transferred to the SCDW reserve fund.

The following schedule summarizes the amounts of contribution made to and withdrawal from each reserve account and the projected balance of each account at the end of the year. It is important to note that the numbers in the schedule below include estimates for November and December transactions and an assumption that Council approves the above reserve recommendations. Therefore, the final numbers can be different from the estimates.

<b>Reserve Schedule A</b>				
<b>Reserves</b>	<b>Opening Balance (\$)</b>	<b>Contribution to (\$)</b>	<b>Withdrawal from (\$)</b>	<b>Ending Balance (\$)</b>
General Operating Reserve	3,123,777	1,057,732		4,181,509
Benefit Fluctuation Reserve		600,000		600,000
Growth Reserve	183,000	350,000	49,980	483,020
General Capital Reserve	1,100,000	420,330		1,520,330
Fleet Reserve - General Fund	1,255,650	2,655,298	1,249,132	2,661,816
Fleet Reserve - Utility Fund	915,377	510,519	97,359	1,328,537
Computer Reserve	1,151,092	1,029,530	631,390	1,549,232
SCDW Utility Capital Reserve	12,357,232	6,569,887		18,927,119
Utility Infrastructure Reserve	313,905	5,801		319,707
<b>Total</b>	<b>20,400,033</b>	<b>13,199,097</b>	<b>2,027,861</b>	<b>31,571,269</b>

Due to the timing of vehicle deliveries and cash flow, fleet reserve balances at year end are higher than projected. However, the fleet reserve balances will go down once vehicles are delivered and payments are made. The SCDW Utility Capital Reserve will be used up next year once the project is substantially completed. The General Capital Reserve will be used for the City Hall renovation and fit-up as approved by Council in the 2019 Capital Budget. The General Operating Reserve will be used to pay for the Coast Guard site Administration building demolition and the Market Slip dredging. As a result, the City’s total reserve balance is projected to be significantly lower at the end of 2019.

**STRATEGIC ALIGNMENT**

This report aligns with Council Priorities.

**SERVICE AND FINANCIAL OUTCOMES**

This report is aligned with Common Council’s approved Reserve Policy.

**INPUT FROM OTHER SERVICE AREAS AND STAKEHOLDERS**

Input has been received from other service areas.

**ATTACHMENTS**

N/A

## COUNCIL REPORT

M&C No.	2018-354
Report Date	December 10, 2018
Meeting Date	December 17, 2018
Service Area	Finance and Administrative Services

His Worship Mayor Don Darling and Members of Common Council

***SUBJECT: Transit Building Fund Reserve***

***OPEN OR CLOSED SESSION***

This matter is to be discussed in open session of Common Council.

***AUTHORIZATION***

Primary Author	Commissioner/Dept. Head	City Manager
<b><i>David Merrithew</i></b>	<b><i>Ian MacKinnon</i></b> <b><i>Kevin Fudge</i></b>	<b><i>Neil Jacobsen</i></b>

***RECOMMENDATION***

It's recommended that Common Council authorize the transfer of \$100,000 into the Transit Building Reserve Fund as a result of the estimated 2018 year end operating surplus.

***EXECUTIVE SUMMARY***

The following report was presented to the Finance Committee at its meeting on December 6<sup>th</sup>, 2018. The Committee recommended that Common Council approve the transfer of \$100,000 from Transit's 2018 projected operating surplus to the Transit Building Reserve Fund.

***PREVIOUS RESOLUTION***

N/A

***REPORT***

It should be noted the following projections are based on best estimates as at October 31, 2018. While there are no significant events that have come to the attention of the Transit management team to require modification of these estimates, actual year-end results may differ depending on ridership revenue as well as other unexpected events.

Based on the October year to date results and projections, the Transit operating position is presently projected to be in a surplus position at year-end of approximately \$130,000. The overall cost of operations is trending toward a surplus of approximately \$130,000 which includes: Transportation, Maintenance, Building, Administration and Revenue.

Council approved in 2017 the establishment of a Transit Building Reserve Fund. The Transit building is close to 11 years of age and there are no major projects pending or identified, however, funding a building reserve is extremely important in order to have money set aside cover major capital replacements in the future.

It is recommended that Common Council approve the transfer of \$100,000 from Transit's current year operating surplus to the Transit Building Reserve Fund.

### ***STRATEGIC ALIGNMENT***

This report aligns with the City's asset management plan and Councils priority of being fiscally responsible.

### ***SERVICE AND FINANCIAL OUTCOMES***

N/A

### ***INPUT FROM OTHER SERVICE AREAS AND STAKEHOLDERS***

Input has been received from all relevant Service Areas

### ***ATTACHMENTS***

List attachments here or type None if no attachments.

## COUNCIL REPORT

M&C No.	2018-360
Report Date	December 12, 2018
Meeting Date	December 17, 2018
Service Area	Finance and Administrative Services

His Worship Mayor Don Darling and Members of Common Council

***SUBJECT: Finance Committee Report, Coast Guard Administration Building***

***OPEN OR CLOSED SESSION***

This matter is to be discussed in open session of Common Council.

***AUTHORIZATION***

Primary Author	Commissioner/Dept. Head	City Manager
<b><i>David Merrithew</i></b>	<b><i>Kevin Fudge/Ian Fogan</i></b>	<b><i>Neil Jacobsen</i></b>

***RECOMMENDATION***

Recommend that Common Council;

- Recommend to approve the transfer of \$500,000 of the projected 2018 General Operating Fund surplus to the General Operating Reserve Fund to partially fund demolition work in 2019;
- Recommend to allocate \$500,000 approved in the 2018 Capital Budget for Growth to fund demolition work in 2019;
- Direct staff to negotiate a Memo of Understanding with the Saint John Parking Commission for the management and operation of the parking lot at the former Coast Guard Site;
- Direct staff to proceed with application to PAC to obtain a temporary parking lot and comply with conditions set out by PAC;
- Direct City pro-rata portion of proceeds from parking revenue be used to replenish the General Operating Reserve Fund used to pay for demolition;

***EXECUTIVE SUMMARY***

The Coast Guard Administration building is now vacant and the City must determine the best use for the property. The current plan for the Coast Guard site includes a new museum and the expectation is this investment will be the

catalyst for the complete redevelopment of the Coast Guard Site. DevelopSJ engaged Real Estate Consultants Turner Drake & Partners (Turner Drake) to evaluate the market value of the administration building and site and to provide a letter of opinion on use of the site. In addition to the Turner Drake letter, staff performed an analysis on other options for the building. The recommendation is to demolish the building and prepare the site for sale.

The recommendation has been unanimously approved by both the Finance and Growth Committees and a public consultation with the Neighborhood Action Team garnered support for the recommendation.

**PREVIOUS RESOLUTION**

None

**REPORT**

A letter of opinion was received from Turner Drake to understand the potential market value of the site which includes both land and the Coast Guard Administration building. The report values the property with a cleared site, building demolished, site remediation and seawall upgrades at \$3.5 million market value.

The report intentionally did not assign a market value for the existing building, as it was determined that a private redevelopment scenario was financially infeasible given that the redevelopment of the building could not absorb the costs of the required infrastructure improvements (seawall & soil remediation) and would not generate enough tax base to provide a return on investment for government to undertake the infrastructure improvements.

In addition to the information received from Turner Drake, City staff performed a scenario analysis on other potential options for the site. Two additional scenarios staff analyzed were to keep the building vacant until a seller could be found or reinvest capital into the building to be able to lease out space until a seller could be found.

Scenario: 1 Reinvestment in building and lease/sell site

Costs: Upfront Capital (does not include annual maintenance)

1- Building Envelop - Roof and windows:	\$600,000
2- Building Mechanical and HVAC Systems:	\$1,500,000
3- Building Electrical System:	\$500,000
4- Other such as plumbing and elevator:	\$300,000
Total:	\$2,900,000

The figures do not include potential aesthetic improvements that may be needed to be able to market the building to potential tenants.

It was quickly determined that this is not a feasible option for the City. The investment in the site is significant and without a known market or potential buyer/lessor of the site, the return on investment cannot be reasonably determined. There is no guarantee on attracting businesses to lease the space considering Saint John has a high commercial vacancy rate.

In addition, a refurbished building could potentially limit the market for potential developers of the site. Recovery of the investment costs into the building would be very difficult to obtain without a special purchaser which could take a significant amount of time to find.

#### Scenario: 2 Maintain Building in current condition and lease/sell site

Staff analyzed the feasibility of maintaining the building in its current state until a buyer can be identified. The annual costs for the building was estimated to be greater than \$150K per year and would include property taxes, snow plowing, heating, and security. Under this scenario the City could be paying the annual costs for an unlimited period as it is unknown how quickly the building could be sold.

These annual costs would be a sunk cost for the City and there is limited chance of recovery of this money through the sale of the property. Also, according to Turner and Drake, selling the building “as is” would not be economically feasible due to the significant infrastructure challenges facing the property.

#### Scenario 3: Demolition of the Coast Guard Building

Under the letter of opinion provided by Turner and Drake, the demolition of the Coast Guard Building could cost upward to approximately \$1.0 million but the potential market value is estimated to be \$3.5 million with seawall refurbishment, and site remediation. The demolition of the building will have a transformational impact on not only the former Coast Guard Site, but for the entire Uptown and Waterfront area. The building is awkwardly positioned on the property, limiting its long term development potential. It is estimated that the full build-out of the site as a high density, mixed use project could generate up to \$150 Million in New tax base. The demolition of the current building is required to leverage this investment. When considering the potential parking revenue and cost avoidance to maintain the building, there is a positive business case for demolition. The cost of demolition is estimated to be approximately \$1.0 million and there would be a reduction of annual expenses of \$150K and annual new parking revenue of \$100K. This results in a payback period of 4 years to recover the demolition investment.

### Recommendation

Staff is recommending the Coast Guard administration building be torn down at an approximate cost of \$1.0 million dollars. This scenario along with site remediation and seawall upgrades would make this site quite marketable to a regional or national investor according to Turner Drake.

The City through discussions with Saint John Parking Commission have determined that annual parking revenues based on the vacant building space could bring in an additional \$100K per year. The parking revenue assumption is conditional on PAC temporary approval to operate a parking lot and some beautification may be required as a temporary measure until site development.

The financial assumptions built in for tear down of the building, regardless of whether the Museum is developed or not, make this recommendation the best financial scenario with the least amount of risk for the City moving forward until a purchaser is found.

Staff is recommending that Finance Committee support the funding strategy of transferring \$500K of the projected 2018 General Operating Fund surplus into a Reserve to pay a portion of the demolition cost in 2019. Also, staff is recommending that the balance of the demolition be funded from the \$500K Neighborhood plan capital budget approved in the 2018 General Fund Capital budget after engagement with the neighborhood action committee.

Lastly it is recommended all City net revenue generated from parking at the entire Coast Guard site be directed back into a reserve to replenish funds used for demolition cost and future cost associated with the site.

### ***STRATEGIC ALIGNMENT***

Common Council has adopted an ambitious new direction to achieve new population, employment and tax base growth for the community, which are embedded in Council Priorities 2016-2020, the Roadmap for Smart Growth, the Population Growth Framework and soon to be completed Neighborhood Plan for the Central Peninsula. All these strategies are premised on the City's ability to enhance density in the City's primary development areas and to invite catalytic projects that will cause spin-off investment and growth.

### ***SERVICE AND FINANCIAL OUTCOMES***

The Central Peninsula Neighbourhood Plan focuses significant attention on the development potential of the Coast Guard site. Located at the doorstep of the City's Uptown, it is positioned for large scale, catalytic development which will

propel the area into a stronger and increasingly exciting urban environment. The siting of the New Brunswick Museum is the first step in the creation of a more dynamic and inviting public space along the City's waterfront. Concept plans for the area detail a mixed-use, pedestrian friendly gateway into the City's Uptown Waterfront with the Coast Guard site central to bridging the gap between the active Market Slip and the Port's Marco Polo Terminal. Preparing the site for redevelopment is strategic to leveraging private investment in an area considered to be vital to the success of the Neighbourhood Plan and, more importantly the growth of the City's centre.

The cost of demolition is estimated to be approximately \$1.0 million and there would be a reduction of annual expenses of \$150K and annual new parking revenue of \$100K.

#### ***INPUT FROM OTHER SERVICE AREAS AND STAKEHOLDERS***

Input was received from Develop SJ, Saint John Parking Commission, Growth and Development, Finance and Administration services and all areas are in full support of the recommendation to demolish building.

#### ***ATTACHMENTS***

Neighbourhood Plan Big Move - Uptown

