



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

Monday, January 14, 2019

6:00 pm

8th Floor Common Council Chamber (Ludlow Room), City Hall

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

	Pages
1. Call to Order	
2. Approval of Minutes	
2.1 Minutes of December 17, 2018	4 - 15
3. Approval of Agenda	
4. Disclosures of Conflict of Interest	
5. Consent Agenda	
5.1 Saint John Tool Library & DIY Centre (Recommendation: Refer to the Clerk to Schedule)	16 - 16
5.2 Planning Advisory Committee: Subdivision (Money-in-Lieu of Land for Public Purposes) 944 Fairville Boulevard (Recommendation in Report)	17 - 28
5.3 Terms of the Fall 2018 Debenture Issue (Recommendation: Receive for Information)	29 - 31
5.4 Borrowing Resolutions (Recommendation in Report)	32 - 33
5.5 City Market Lease with Chicken by Felix (Recommendation in Report)	34 - 59
5.6 2019 Insurance Premiums (Recommendation in Report)	60 - 62
6. Members Comments	

7.	Proclamation	
8.	Delegations / Presentations	
8.1	Lord Beaverbrook Rink Presentation	63 - 78
9.	Public Hearings - 6:30 p.m.	
9.1	No hearings scheduled	
10.	Consideration of By-laws	
10.1	Business Improvement Area 2019 Budget	79 - 87
11.	Submissions by Council Members	
11.1	Expanding the Saint John Common Council Committee Structure (Councillor Norton)	88 - 88
12.	Business Matters - Municipal Officers	
12.1	Demolition of Vacant, Dilapidated and Dangerous Building at 1536 Loch Lomond Road (PID 312744)	89 - 125
12.2	Winter Management Plan Overview	126 - 158
13.	Committee Reports	
14.	Consideration of Issues Separated from Consent Agenda	
15.	General Correspondence	
16.	Supplemental Agenda	
17.	Committee of the Whole	
18.	Adjournment	



**City of Saint John
Common Council Meeting
Monday, January 14, 2019**

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., 8th Floor Boardroom, City Hall

- 1.1 Approval of Minutes 68(1)
- 1.2 Potential Litigation 68(1)(g)



**Ville de Saint John
Séance du conseil communal
Lundi 14 janvier 2019
18 h**

Salle du conseil communal (salle Ludow), au 8^e étage de l'hôtel de ville

Comité plénier

1. Ouverture de la séance

Si vous souhaitez obtenir des services en français pour une réunion 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^e étage, hôtel de ville

- 1.1 Approbation du procès-verbal – paragraphe 68(1)
- 1.2 Litiges possibles – alinéa 68(1)g)

Séance ordinaire

1. Ouverture de la séance

2. Approbation du procès-verbal

- 2.1 Procès-verbal du 17 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 Saint John Tool Library & DIY Centre (recommandation : transmettre au greffier pour qu'une date de présentation soit fixée)
- 5.2 Comité consultatif d'urbanisme : Demande d'aménagement de lotissement (compensation monétaire pour un terrain d'utilité publique) pour le 944, boulevard Fairville (recommandation figurant au rapport)
- 5.3 Modalités relatives à l'émission d'obligations de l'automne 2018 (recommandation : accepter à titre informatif)

- 5.4 Résolutions en matière d’emprunt (recommandation figurant au rapport)
- 5.5 Bail conclu par le marché municipal et Chicken by Felix (recommandation figurant au rapport)
- 5.6 Primes d’assurance de 2019 (recommandation figurant au rapport)
- 6. Commentaires présentés par les membres**
- 7. Proclamation**
- 8. Délégations et présentations**
- 8.1 Présentation sur la patinoire Lord Beaverbrook
- 9. Audiences publiques – 18 h 30**
- 9.1 Aucune audience prévue
- 10. Étude des arrêtés municipaux**
- 10.1 Budget lié aux zones d’amélioration des affaires de 2019
- 11. Interventions des membres du conseil**
- 11.1 Élargissement de la structure des comités du conseil communal de la Ville de Saint John (conseiller Norton)
- 12. Affaires municipales évoquées par les fonctionnaires municipaux**
- 12.1 Démolition du bâtiment vacant, délabré et dangereux situé au 1536, chemin Loch Lomond (NID 312744)
- 12.2 Aperçu du plan de gestion hivernal
- 13. Rapports déposés par les comités**
- 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 17, 2018 AT 6:00 PM
IN THE COUNCIL CHAMBER

Present: Mayor Don Darling
Deputy Mayor Shirley McAlary
Councillor-at-Large Gary Sullivan
Councillor Ward 1 Blake Armstrong
Councillor Ward 1 Greg Norton
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

Also Present: Acting City Manager N. Jacobsen
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
Common Clerk J. Taylor
Deputy Common Clerk P. Anglin

1. Call to Order

2. Approval of Minutes

2.1 Minutes of December 3, 2018

Moved by Deputy Mayor McAlary, seconded by Councillor MacKenzie:

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

MOTION CARRIED.

3. Approval of Agenda

Moved by Deputy Mayor McAlary, seconded by Councillor Sullivan:

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

- 17.1 Recommended 2019 Management / Professional Employee Annual Economic Increase; and,
- 17.2 Mayor's Office Executive Assistant

MOTION CARRIED.

4. Disclosures of Conflict of Interest

Councillor Merrithew declared a conflict with item 17.2 Mayor's Executive Assistant.

5. Consent Agenda

5.1 That the Cities of New Brunswick Newsletter Winter 2018 be received for information.

5.2 That the K. Nixon Letter re Street Lights be received for information.

5.3 That HMCS Brunswicker Request to Present be referred to the Clerk to Schedule.

5.4 That as recommended by the City Manager in the submitted report *2018-358: Acting City Manager*, 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.

5.5 That as recommended by the City Manager in the submitted report *2018-352: Proposed Public Hearing Date – 3700 King William Road, 1350 Hickey Road and 93 Loch Lomond Road*, 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.

5.6 That as recommended by the City Manager in the submitted report *M&C 2018-356: Municipal Approval for Winter Love SJ Special Event License*, the City 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; that is to say Council approval for Winter Love SJ to obtain Road Closure and Special Events Licensing including liquor licensing for an event to occur in February 2019 (all day event) on a section of Water Street between King Street and Princess Street, Saint John.

5.7 That as recommended by the City Manager in the submitted report *M&C 2018-357: 2019 Community Grants Selection*, Common Council approves 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.

5.8 That as recommended by the City Manager in the submitted report *M&C 2018-285: Proposed Local Government Services Easements – 147 Lansdowne Avenue*, 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.

5.9 That as recommended by the City Manager in the submitted report *M&C 2018-351: Printing Service Agreement with Saint John Energy*, 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 submitted report and agreement; and that the Mayor and Common Clerk be authorized to sign the submitted agreement.

5.10 That as recommended by the City Manager in the submitted report *M&C 2018-361: Proposed Easement in favour of The City of Saint John – Develop Saint John Inc. Subdivision, Galbraith Place*, Common Council adopt the following resolution:

“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.”

5.11 That as recommended by the City Manager in the submitted report *M&C 2018-359: Canadian Institute of Cybersecurity Membership Agreement*, the Mayor and Common Clerk be authorized to execute the Collaborative Research Agreement (submitted) 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.

5.12 That as recommended by the City Manager in the submitted report *M&C 2018-363: Fleet Replacement Procurement – December 2018*, 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.

Moved by Deputy Mayor McAlary, seconded by Councillor Sullivan:

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 Yacht Haven Lane

Referring to the submitted presentation, Graham Taylor, resident Yacht Haven Lane addressed the request from the residents of Yacht Haven Lane to have the street status changed from a private street to a public street.

Moved by Deputy Mayor McAlary, seconded by Councillor Merrithew:

RESOLVED that the submitted report entitled *Yacht Haven Lane* be referred to staff to come back to Common Council in February 2019 with a report.

MOTION CARRIED.

8.2 Winter Love SJ

Referring to the submitted report *Winter Love SJ* Casandra Goodwin and Lily Lynch described the proposed Winter Love SJ event.

Moved by Deputy Mayor McAlary, seconded by Councillor MacKenzie:

RESOLVED that the submitted presentation entitled *Winter Love SJ*, be received for information.

MOTION CARRIED.

9. Public Hearings 6:30 PM

10. Consideration of By-laws

10.1 Public Presentation – Proposed Municipal Plan Amendment re: 179-185 Golden Grove Road

J. Hamilton provided a Public Presentation for a proposed amendment to the Municipal Development Plan which would 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 Numbers 55057848, 55057855 and 55201750, from Stable Area to Employment Area; and to redesignate on Schedule B of the Plan, the same parcel of land, from Stable Residential to Stable Commercial, to construct a vehicle body and paint shop.

10.2 Business Improvement Levy By-Law Amendment (1st and 2nd Reading)

Moved by Deputy Mayor McAlary, seconded by Councillor Sullivan:

RESOLVED that the by-law entitled, "A Law to Amend By-Law Number BIA-2, Business Improvement Levy By-Law", by applying a levy of 16 cents for each one hundred dollars of assessed value for 2019, be read a first time.

MOTION CARRIED.

Read a first time by title, the by-law entitled, "A Law to Amend By-Law Number BIA-2, Business Improvement Levy By-Law."

Moved by Deputy Mayor McAlary, seconded by Councillor Sullivan:

RESOLVED that the by-law entitled, "A Law to Amend By-Law Number BIA-2, Business Improvement Levy By-Law", by applying a levy of 16 cents for each one hundred dollars of assessed value for 2019, be read a second time.

MOTION CARRIED.

Read a second time by title, the by-law entitled, "A Law to Amend By-Law Number BIA-2, Business Improvement Levy By-Law."

10.2 A By-Law to Provide for Salaries to the Members of the Common Council (3rd Reading)

Responding to the question "Can a council member opt out of the salary bylaw?" the City Solicitor advised that "No, not as the bylaw is written."

Moved by Deputy Mayor McAlary, seconded by Councillor Merrithew:

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.

MOTION CARRIED with Councillors Casey, Norton, and Sullivan voting nay.

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" was read in its entirety.

Moved by Deputy Mayor McAlary, seconded by Councillor Merrithew:

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 third time, enacted, and the Corporate Common Seal affixed thereto.

MOTION CARRIED with Councillors Casey, Norton, and Sullivan voting nay.

Read a third 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."

10.4 105 Prince Edward Street – Zoning By-Law Amendment with Section 59 Conditions (3rd Reading)

Moved by Deputy Mayor McAlary, seconded by Councillor Sullivan:

RESOLVED that the by-law entitled, “By-Law Number C.P. 111-65, 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.

MOTION CARRIED.

The by-law entitled, “By-Law Number C.P. 111-65, A Law to Amend the Zoning By-Law of The City of Saint John,” was read in its entirety.

Moved by Deputy Mayor McAlary, seconded by Councillor Merrithew:

RESOLVED 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 Numbers 00012450 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.

MOTION CARRIED.

Moved by Deputy Mayor McAlary, seconded by Councillor Merrithew:

RESOLVED that the by-law entitled, “By-Law Number C.P. 111-65, 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 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 C.P. 111-65, A Law to Amend the Zoning By-Law of The City of Saint John.”

10.5 4 Second Street – Zoning By-Law Amendment with Section 59 Conditions (3rd Reading)

Moved by Deputy Mayor McAlary, seconded by Councillor Sullivan:

RESOLVED that the by-law entitled, "By-Law Number C.P. 111-66, 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 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.

MOTION CARRIED.

The by-law entitled, "By-Law Number C.P. 111-66, A Law to Amend the Zoning By-Law of The City of Saint John," was read in its entirety.

Moved by Deputy Mayor McAlary, seconded by Councillor Sullivan:

RESOLVED 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.

MOTION CARRIED.

Moved by Deputy Mayor McAlary, seconded by Councillor Sullivan:

RESOLVED that the by-law entitled, "By-Law Number C.P. 111-66, 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 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 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 C.P. 111-66, A Law to Amend the Zoning By-Law of The City of Saint John."

11. Submissions by Council Members

11.1 New Brunswick International Student Program (NBISP) (Councillor Norton)

Moved by Councillor Norton, seconded by Deputy Mayor McAlary:

RESOLVED that the request to have the New Brunswick International Student Program present to Council be referred to the Common Clerk for scheduling.

MOTION CARRIED.

12. Business Matters - Municipal Officers

17.1 Recommended 2019 Management / Professional Employee Annual Economic Increase

Moved by Deputy Mayor McAlary, seconded by Councillor MacKenzie:

RESOLVED that as recommended by the Committee of the Whole having met on December 10th, 2018 Common Council approve a 1.5% annual economic adjustment to the City's Management / Professional Pay Scale, effective January 1, 2019, and direct staff to reflect this adjustment within the 2019 operating and utility budgets.

MOTION CARRIED with Councillors Sullivan and Casey voting nay.

13. Committee Reports

13.1 Finance Committee: 2019 General Operating Budget

Referring to the submitted report entitled *2019 General Operating Budget*, Commissioner Fudge stated this is a status quo budget with no increase in the tax rate. This is a transitional budget that relies on the province's \$7.1 million in cash to offset the city's structural deficit. If the City did not have the provincial cash contribution a 10.5 cent tax hike would have been required to maintain the same level of services and staffing next year. Going ahead a status quo budget is not an option.

Moved by Deputy Mayor McAlary, seconded by Councillor Sullivan:

RESOLVED that as recommended by the City Manager in the submitted report *M&C 2018-350: 2019 General Operating Budget*, Council approve the following:

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.

MOTION CARRIED.

13.2 Finance Committee: Reserves

Moved by Deputy Mayor McAlary, seconded by Councillor Sullivan:

RESOLVED that as recommended by the City Manager in the submitted report *M&C 2018-353: Reserves*, 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 the submitted report.

MOTION CARRIED.

13.2 Finance Committee: Transit Building Fund Reserve

Moved by Deputy Mayor McAlary, seconded by Councillor Reardon:

RESOLVED that as recommended by the City Manager in the submitted report *M&C 2018-354: Transit Building Fund Reserve*, 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.

MOTION CARRIED.

13.3 Finance Committee: Coast Guard Administration Building

Moved by Deputy Mayor McAlary, seconded by Councillor Sullivan:

RESOLVED that as recommended by the City Manager in the submitted report *M&C 2018-360: Coast Guard Administration Building*, 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;

MOTION CARRIED.

14. Consideration of Issues Separated from Consent Agenda

15. General Correspondence

16. Supplemental Agenda

17. Committee of the Whole

Councillor Merrithew withdrew from the meeting.

17.2 Mayor's Office – Executive Assistant

Moved by Deputy Mayor McAlary, seconded by Councillor Reardon:

RESOLVED that as recommended by the Committee of the Whole having met on December 17th, 2018 Common Council authorize the Mayor and Common Clerk to execute a contract of employment with Mr. Patrick Beamish, the text of which contract follows the terms and conditions of the contract of employment for Ms. Jacqueline Isada, with the term of employment to commence December 18th 2018 and expire on the day immediately preceding the first meeting of the Council elected in the quadrennial election of May 2020.

MOTION CARRIED with Councillors Sullivan and Casey voting nay.

18. Adjournment

Moved by Councillor MacKenzie, seconded by Councillor Armstrong:

RESOLVED that the meeting of Common Council held on December 17, 2018, be adjourned.

MOTION CARRIED.

The Mayor declared the meeting adjourned at 8:02 p.m.

REQUEST TO PRESENT TO COUNCIL FORM

First Name: Brent

Last Name: Harris

Name of Organization/Group (where applicable): Saint John Tool Library & DIY Centre

Mailing Address: 160 Union St,

City or Town: Saint John, Province: NB, Postal Code: E2L 1R3

Day Time Phone Number: 506-608-6885 Email: brent.harris@sjtl.ca

☐ 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 REQUEST

Topic of Presentation: The impact of NB's first Tool Library & DIY Centre and how Saint John can continue to benefit from this as a piece of common infrastructure

Purpose for Presentation (what is the ask of Council): To discuss potential ways for the city to grow in its involvement with our organization and how it might grow its impact.

Background Information: The Saint John Tool Library opened its doors on June 16, 2018 and we had the support of many city councilors in attendance for our grand opening. Since then we have noticed a substantial impact on the arts, culture, and construction industries of our city which is worth discussing with our city council in more detail. We are NB's first tool library and the maritimes first tool library/DIY Centre combination. Most tool libraries are owned by municipal governments and/or by non-profit organizations. Because of the high percentage of non-profits in Saint John, our team decided to start as a private business that operates like a co-op and lives like a community centre. We think there are many benefits for the city of Saint John adopting a more intimate relationship with our group and would like to hear what options might be available for that from our city councilors.

YOUR SIGNATURE

Signature: Brent RJ Harris

Date: December 20, 2018.

PLANNING ADVISORY COMMITTEE



The City of Saint John

December 12, 2018

His Worship Mayor Don Darling and
Members of Common Council

Your Worship and Councillors:

**SUBJECT: Subdivision (Money-in-Lieu of Land for Public Purposes)
944 Fairville Boulevard**

The Committee considered the attached report at its December 11, 2018 meeting.

The Committee heard a presentation from staff regarding the proposed subdivision at 944 Fairville Boulevard. Staff indicated that the proposed subdivision is required to facilitate a long-term lease agreement and the continued commercial-retail development of the site. Staff indicated that the proposal is aligned with the intent of both the Municipal Plan and the Zoning Bylaw.

The Committee called on anyone to speak for or against the application. Andrew Toole of Don-Moore Surveys and Engineering Ltd., the applicant, noted he was in agreement with the staff report. No one else appeared before the Committee to speak in favour or against the application.

After considering the report and the comments made by the applicant, the Committee recommended that Council accept money-in-lieu of Land for Public Purposes.

RECOMMENDATION:

That Common Council authorize the acceptance of money-in-lieu of the required land for public purposes.

Respectfully submitted,



Eric Falkjar
Chair

Attachments - Staff Report to PAC dated December 7, 2018



The City of Saint John

Date: December 7, 2018

To: Planning Advisory Committee

From: Growth & Community Planning
Growth & Community Development Services

For: **Meeting of Tuesday, December 11, 2018**

SUBJECT

Applicant: Don-More Surveys and Engineering Ltd.

Owner: Plazacorp Property Holdings Inc.

Location: 944 Fairville Boulevard

PID: 00397059

Plan Designation: Regional Retail Centre

Existing Zoning: Regional Commercial (CR)

Application Type: Subdivision (Money-in-Lieu of LPP)

Jurisdiction: The *Community Planning Act* authorizes the Planning Advisory Committee to advise Common Council concerning the vesting of a public street and or land for public purposes in conjunction with the subdivision of land.

SUMMARY

The applicant is seeking to subdivide the property which contains two quick service restaurants, Starbucks and Mary Brown's Chicken and Taters and create a new lot to facilitate the construction of a future commercial building on the site. The creation of a new lot requires the assent of Common Council regarding Lands for Public Purposes, or money-in-lieu of Lands for

Public Purposes. Assent to money-in-lieu of Lands for Public Purposes is supported by staff. The submitted tentative subdivision plan illustrating the location and dimension of the proposed lot meets the standards of the Subdivision Bylaw. The proposed frontage does not meet the standards of the zoning bylaw; however, given the nature of the development, staff is proposing to process this as a Development Officer's variance.

RECOMMENDATION

That Common Council authorize the acceptance of money-in-lieu of the required land for public purposes (LPP) for the proposed subdivision plan for 944 Fairville Boulevard (PID 00397059).

DECISION HISTORY

Our files indicate that there have been no previous decisions relating to the subject property.

ANALYSIS

Proposal

The applicant is proposing to subdivide the parcel to create a new lot for a long term lease agreement for a new commercial building on the site. The creation of a new lot requires the dedication of Lands for Public Purposes (LPP), or money-in-lieu of LPP. Given the oversupply of LPP that the City has acquired over the years from subdivision applications, the City's Subdivision Bylaw, adopted in 2016, directs Council to accept money-in-lieu of land whenever possible calculated on the basis of eight percent of the of the market value of the land being subdivided

Site and Neighbourhood

The area surrounding the subject site is comprised predominantly of large scale commercial developments that have a regional draw, particularly servicing the communities west of the St. John River. The proposed lot will continue to be owned by the applicant and the subdivision is legislatively required to support a long term lease agreement. The proposed lot has an area of approximately 2944 square metres and a lot frontage of 16.2 metres.

Municipal Plan and Zoning

The subject property is located in the Fairville Boulevard Regional Retail Centre, which is a more community-based Regional Retail Centre intended for less intensive, commercial retail and service-based uses intended to primarily service residents west of the St. John River. The proposed subdivision will facilitate future site development that is consistent with Municipal Plan policy. The subject property is zoned regional commercial. The proposed will require

variances for lot frontage and lot area which staff will process through the Development Officer variance process.

Subdivision

The proposed subdivision at 944 Fairville Boulevard satisfies the standards of the Subdivision By-law, and is within the area projected by the Municipal Plan for future commercial development. The *Community Planning Act* states that the creation of a new lot must include a dedication of land for public purposes, or money-in-lieu of land, which requires the Committee and Council to consider accepting. Given the direction of the City's Subdivision Bylaw, staff recommends that Council receive money-in-lieu of LPP.

Conclusion

The applicant is seeking to subdivide a parcel of land in the Fairville Boulevard Regional Retail Centre of the City's west side. The proposed subdivision is located in an area of the City where the Municipal Plan facilitates concentrated commercial retail development. Staff recommends that Council accept money-in-lieu of LPP.

ALTERNATIVES AND OTHER CONSIDERATIONS

There are no alternate considerations for this application.

ENGAGEMENT

Public

In accordance with the Committee's Rules of Procedure, notification of the proposal was sent to landowners within 100 metres of the subject property on November 29, 2018.

SIGNATURES AND CONTACT

Prepared:



Stephen Stone, MPI.

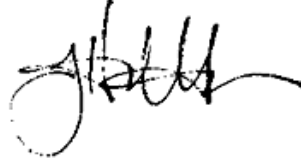
Planner, Dillon Consulting Limited, on behalf of the City of Saint John

Reviewed:



Mark Reade, P.Eng., MCIP, RPP
Senior Planner

Approved:



Jacqueline Hamilton, MURP, MCIP, RPP
Commissioner

Contact: Stephen Stone
Phone: (506) 633-5000
E-mail: sstone@dillon.ca
Project: 18-0229

APPENDIX

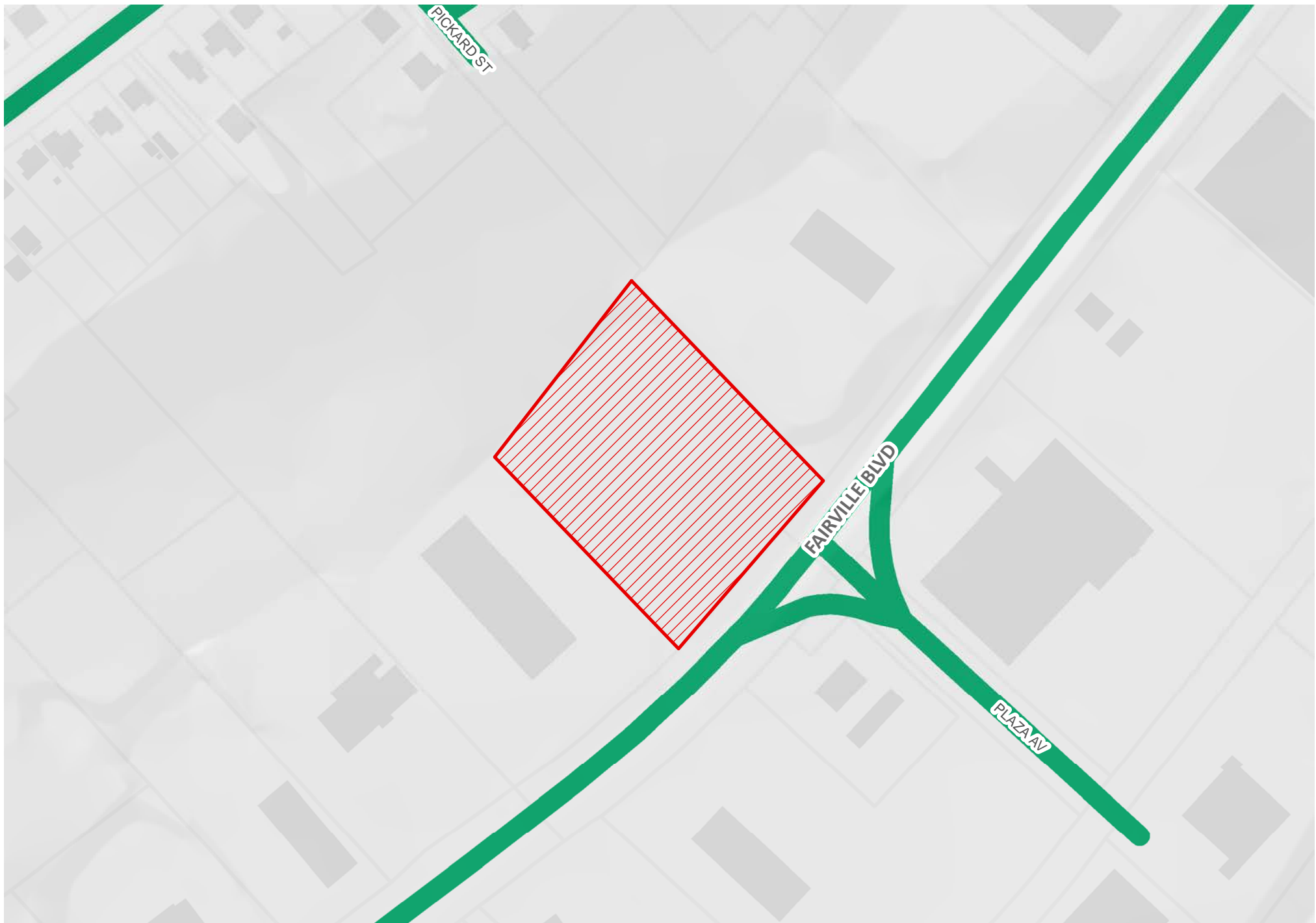
Map 1: **Site Location**

Map 2: **Municipal Plan**

Map 3: **Zoning**

Map 4: **Aerial Photography**

Submission 1: **Tentative Subdivision Plan**



Map 1 - Site Location

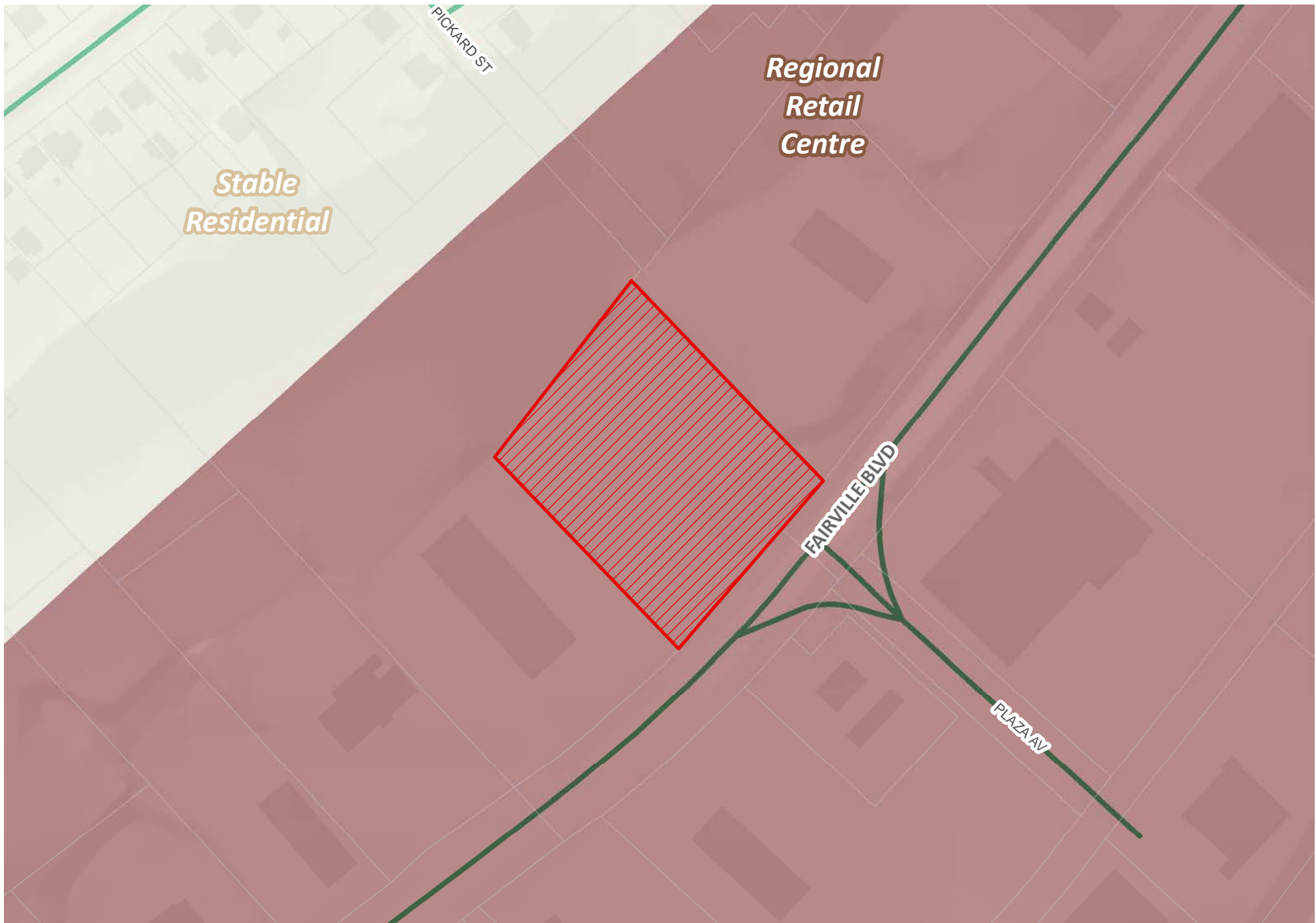
Don-More Surveys and Engineering Ltd. - 944 Fairville Boulevard

24

The City of Saint John
Date: December-06-18

0 50





Map 2 - Future Land Use

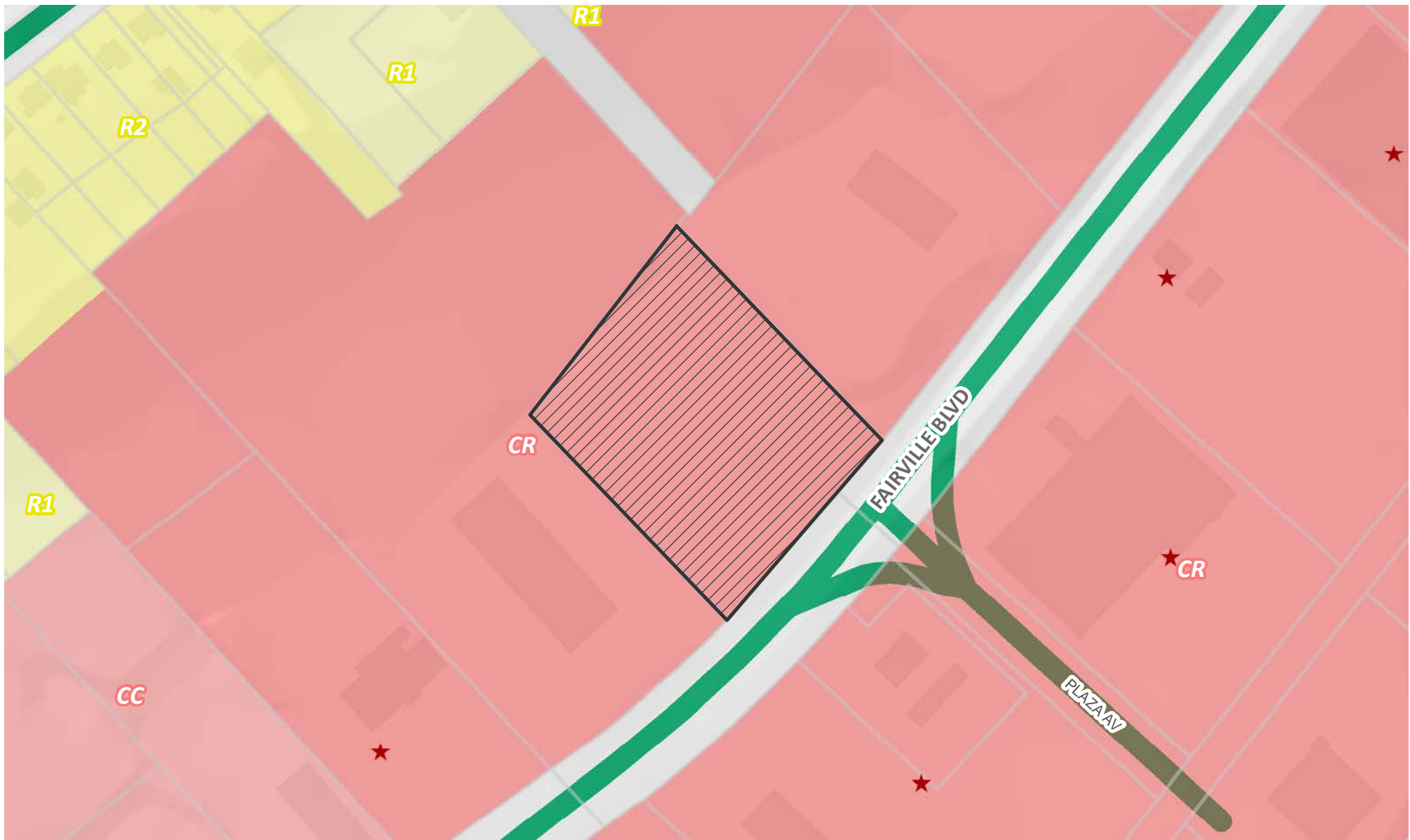
Don-More Surveys and Engineering Ltd. - 944 Fairville Boulevard

25

The City of Saint John
Date: December-06-18

0 50 m





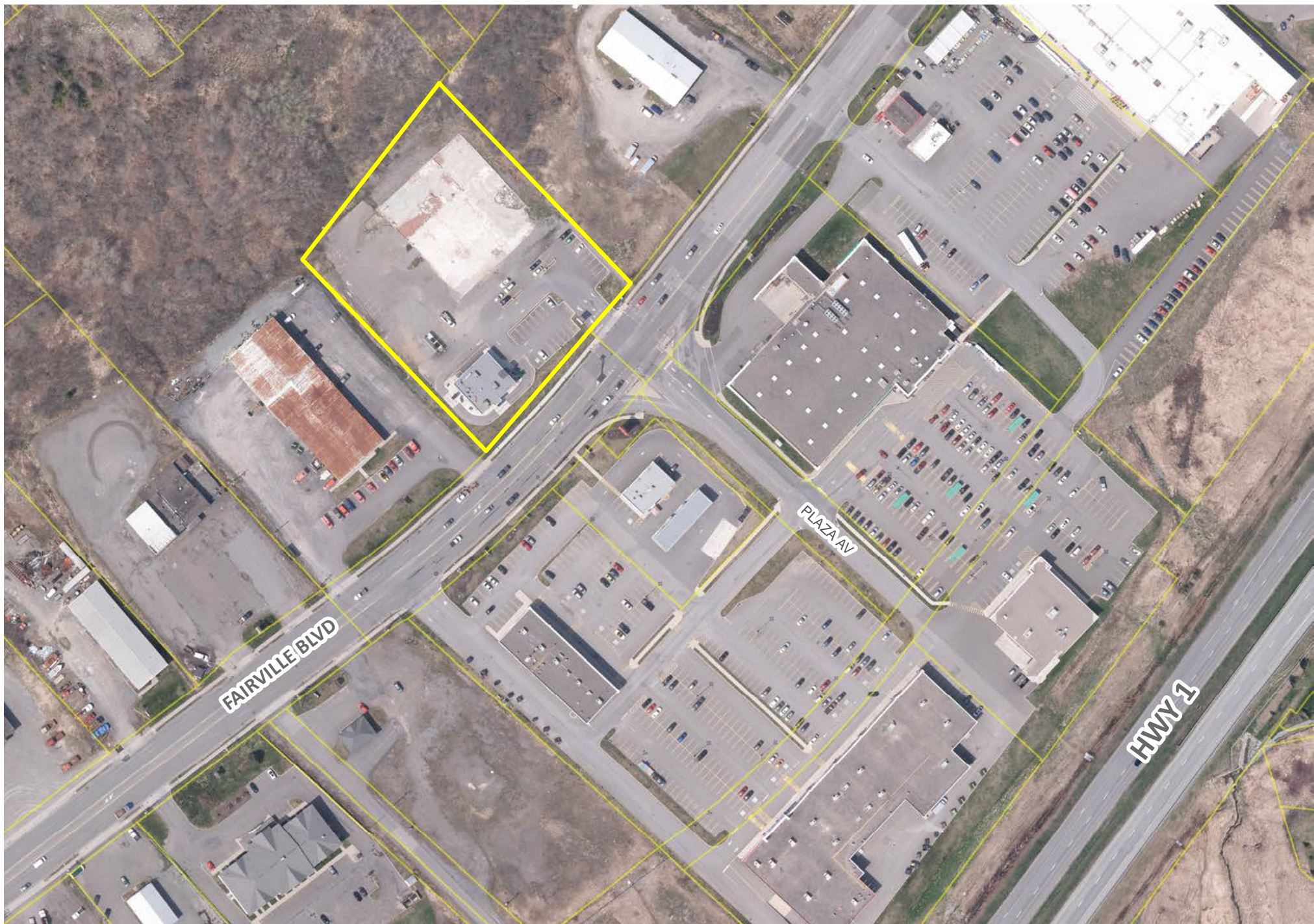
- (CC) Corridor Commercial
- (CR) Regional Commercial
- (R1) One-Unit Residential
- (R2) Two-Unit Residential

★ Section 39 Conditions

Map 3 - Zoning

Don-More Surveys and Engineering Ltd. - 944 Fairville Boulevard





Map 4 - Aerial Photography

Don-More Surveys - 944 Fairville Boulevard



Approvals

Lot 74-1
File 56, Plan 90
See plan prepared by Wade M. MacNutt,
dated September 8, 2010
PID 00036715

Remnant of
Plazacorp Property Holdings Inc
Document 31314751
Lot D
File 40, Plan 69
PID 00397059

50.5±
22.0±
2944m²

to Kierstead Road

Title Data
PID 00397059
 Owner: Plazacorp Property Holdings Inc.
 Document 31314751
 Registered: 2012-04-02

Signature of Owners

Lot C
File 36, Plan 31
PID 00402446

18-1
2944m²

39.5±
112.1±
56.238
16.2±
22.0±
50.5±

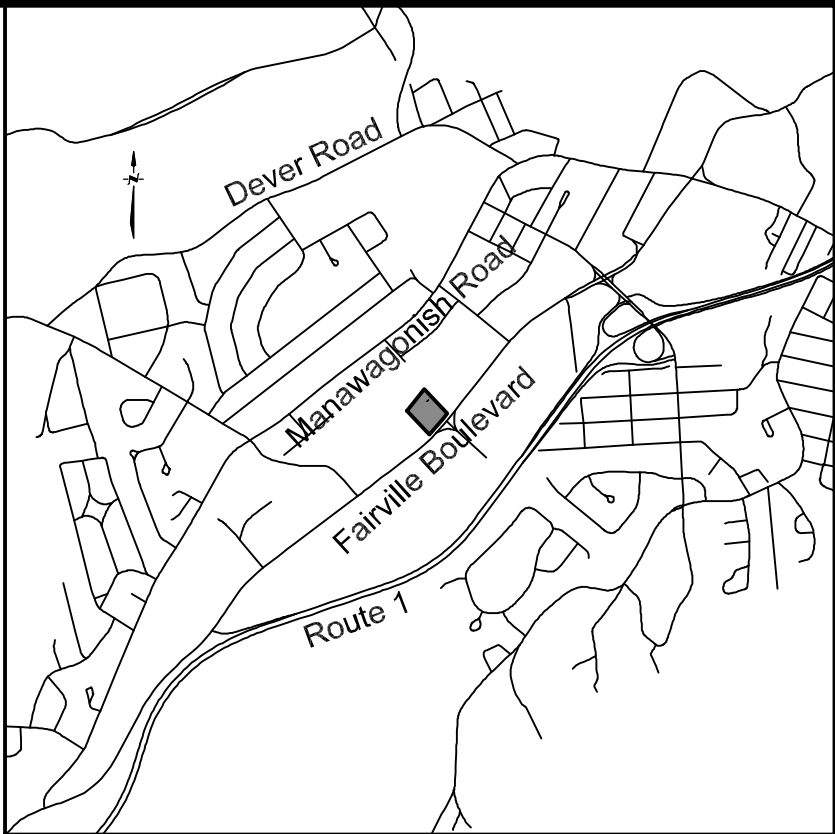
Remnant of
Plazacorp Property Holdings Inc.
Document 31314751
Lot D
File 40, Plan 69
PID 00397059

Fairville Boulevard
See File 26, Plan 70
30.480 wide

to O'Brien Street

to Kierstead Road

M. MacNutt,
2010



Scale = 1:25,000

○ 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
 (N) Tabulated coordinate reference

Lands dealt with by this plan

1. All computations performed and coordinates shown are based on the NB stereographic double projection and the NAD83(CSRs) ellipsoid as realized by Service New Brunswick's Adjusted Grid Monument System.
2. All distances shown are grid distances calculated using a combined scale factor utilizing geoid model HT2.0.
3. All directions are NB grid azimuths established using GNSS.
4. Document and county numbers referred to are those of the land titles or plan registry office.
5. 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.
6. 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.
7. Peripheral information and adjacent owner information was derived from SNB records.
8. Field survey was completed in Month, 2018.

- To create lot 18-1.

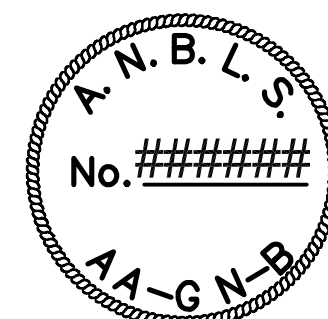
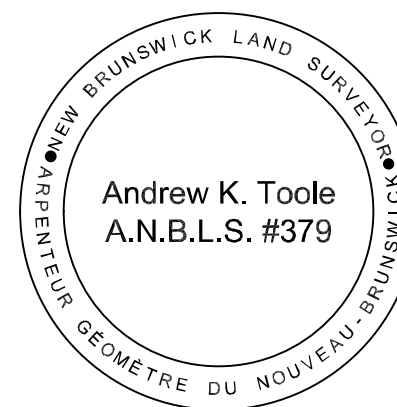
0 5 10 15 20 25 50

Scale = 1:500

Dated:
October 30, 2018

TENTATIVE

Dwg: 18149SDT



COUNCIL REPORT

M&C No.	2019-2
Report Date	January 07, 2019
Meeting Date	January 14, 2019
Service Area	Finance and Administrative Services

His Worship Mayor Don Darling and Members of Common Council

SUBJECT: Terms of the Fall 2018 Debenture Issue

OPEN OR CLOSED SESSION

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

AUTHORIZATION

Primary Author	Deputy Commissioner/ Dept. Head	City Manager
<i>Craig Lavigne</i>	<i>Cathy Graham/Kevin Fudge</i>	<i>John Collin</i>

RECOMMENDATION

It is recommended that this report be received and filed.

EXECUTIVE SUMMARY

On December 4, 2018 the New Brunswick Municipal Finance Corporation negotiated the sale of a serial bond issue in the amount of \$63,300,000 of which \$10,500,000 related to the City of Saint John.

PREVIOUS RESOLUTION

M&C 2018 - 249 - Whereas occasion having arisen in the public interest for the following public civic works and needed civic improvements, that is to say:

GENERAL FUND

Protective Services	\$	300,000	
Transportation Services	\$	3,400,000	
Economic Development	\$	1,300,000	
Parks and Recreation	\$	2,000,000	\$ 7,000,000

SAINT JOHN TRANSIT

\$ 3,500,000

TOTAL

\$10,500,000

1. Therefore resolved that debentures be issued under provisions of the Acts of Assembly 52, Victoria, Chapter 27, Section 29 and amendments thereto to the amount of ten million and five hundred thousand dollars (\$10,500,000).
2. Commissioner of Finance be authorized to issue and to sell to the New Brunswick Municipal Finance Corporation (the "Corporation") a City of Saint John bond or debenture in the principal amount of ten million and five hundred thousand dollars, (\$10,500,000) at such terms and conditions as are recommended by the Corporation.
3. And further that the City of Saint John agrees to issue post-dated cheques to the Corporation, or other such arrangements as the Corporation may from time to time accept, in payment of principal and interest charges on the above bond or debenture as and when they are required by the Corporation.
4. And further that the Commissioner of Finance be hereby authorized to receive an offer in connection with the foregoing debentures at a price not less than \$98 per \$100 of debenture, at interest rates not to exceed an average of 4.50% and at a term not to exceed 15 years for the issue related to the General Fund and Saint John Transit Commission.
5. And further that the Commissioner of Finance report to Common Council the exact values for price per \$100 of debenture, interest rate and term in years, together with the date of the issue.

REPORT

The terms of the issue as they relate to Saint John are as follows:

Term:	15 year serial form (General)	\$ 7,000,000
	15 year serial form (Transit)	\$ 3,500,000

Coupon Rate:	Year 1 - 2.55%	Year 6 - 3.05%	Year 11 - 3.45%
	Year 2 - 2.60%	Year 7 - 3.15%	Year 12 - 3.45%
	Year 3 - 2.75%	Year 8 - 3.25%	Year 13 - 3.50%
	Year 4 - 2.85%	Year 9 - 3.30%	Year 14 - 3.55%
	Year 5 - 2.95%	Year 10 - 3.40%	Year 15 - 3.55%

Price: \$ 99.09 (Principal: \$10,500,000)

Average Interest Rate: 3.1567% - 15 Years

Settlement Date: December 21, 2018

The interest rates and the discount factor were within the limits approved by Common Council at its meeting held on September 10th, 2018. As such, the Mayor and Common Clerk have signed the debentures between the City and the New Brunswick Municipal Finance Corporation for \$10,500,000 at the terms listed above on December 6th, 2018.

SERVICE AND FINANCIAL OUTCOMES

N/A

INPUT FROM OTHER SERVICE AREAS AND STAKEHOLDERS

N/A

ATTACHMENTS

N/A

COUNCIL REPORT

M&C No.	2019-4
Report Date	January 04, 2019
Meeting Date	January 14, 2019
Service Area	Finance and Administrative Services

His Worship Mayor Don Darling and Members of Common Council

SUBJECT: Borrowing Resolutions

OPEN OR CLOSED SESSION

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

AUTHORIZATION

Primary Author	Commissioner/Dept. Head	City Manager
<i>Craig Lavigne</i>	<i>Cathy Graham/Kevin Fudge</i>	<i>John Collin</i>

RECOMMENDATION

That Common Council adopt the following resolutions:

1. That the Commissioner of Finance is hereby authorized to borrow, on behalf of the City of Saint John (the Corporation), from the Bank of Nova Scotia (the Bank) from time to time by way of direct advances by Promissory Notes, Overdraft, or Standby Letters of Credit/Letters of Guarantee, a sum or sums not exceeding at any one time six million dollars (\$6,000,000) to meet current expenditures for the year 2019; and
2. That the Commissioner of Finance is hereby authorized to borrow, on behalf of the City of Saint John (the Corporation), from the Bank of Nova Scotia (the Bank) from time to time by way of direct advances by Promissory Notes, a sum or sums not exceeding at any one time twenty five million dollars (\$25,000,000) to meet capital expenditures for the year 2019.

EXECUTIVE SUMMARY

The Bank of Nova Scotia requires certain resolution to be passed by Common Council to formalize the line of credit with the City. These resolutions were last updated by Common Council at its meeting of Jan 15, 2018. At this time, there is a need to provide the bank with updated resolutions.

PREVIOUS RESOLUTION

M&C – 2018-05 – Borrowing Resolutions

STRATEGIC ALIGNMENT

N/A

REPORT

The City has credit facilities with the Bank of Nova Scotia in the amount of \$21,000,000. This amount represents \$6,000,000 for general operating purposes and \$15,000,000 for bridge financing on capital expenditures. The calculation of the line of credit for operating purposes is outlined in the Municipalities Act and is set at a maximum of 4% of the operating budget. Based on the City's 2019 operating budget the maximum the City could borrow for operating purposes is \$6,410,311. It is proposed to maintain with the bank an operating line of credit of \$6,000,000.

With respect to the bridge financing for capital expenditures, as a result of the magnitude of the City's capital programs, it is proposed to maintain the current credit level of \$15,000,000, not to exceed \$25,000,000. It is unlikely that actual borrowings will reach these combined levels, but there is no harm in having the credit limits in place as a precautionary measure.

The City has not borrowed money from the Bank of Nova Scotia for general operating purposes or bridge financing since 2013. Major capital projects can put a drain on financial resources because the City pays for capital projects upfront and then borrows after expenditures are incurred. In these circumstances the City will need borrow money short term.

SERVICE AND FINANCIAL OUTCOMES

N/A

INPUT FROM OTHER SERVICE AREAS AND STAKEHOLDERS

N/A

ATTACHMENTS

N/A

COUNCIL REPORT

M&C No.	2019 - 3
Report Date	January 03, 2019
Meeting Date	January 14, 2019
Service Area	Finance and Administrative Services

His Worship Mayor Don Darling and Members of Common Council

SUBJECT: City Market Lease with Chicken by Felix

OPEN OR CLOSED SESSION

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

AUTHORIZATION

Primary Author	Commissioner/Dept. Head	City Manager
<i>David Kirkpatrick</i>	<i>Ian Fogan/Kevin Fudge</i>	<i>John Collin</i>

RECOMMENDATION

1. That the City enter into a Lease for Stall “No. 10” in the City Market with Yufan Investment Ltd., under the terms and conditions as set out in the Lease submitted with M&C 2019–3, and further;
2. That the Mayor and Common Clerk be authorized to execute any necessary documents.

EXECUTIVE SUMMARY

City staff and the owner/operator of Chicken by Felix have reached an agreement that will have the business lease space within Stall “No. 10” of the City Market. The term will be for five (5) years, commencing February 1st, 2019 with an option to renew for an additional two (2) years. Rents will be at market value with the first two months of the term being rent free to offset space build out costs and its up-front investment into the space. The focus of the business will be casual dining offerings such as specialty Fried chicken, Pulled Pork Sandwiches, Smoke barbequed ribs, Brisket Sandwiches and soft drinks. The proprietor will also be permitted to sell soft serve ice cream.

The lease document as attached is standard and consistent with the leases granted to other tenants in the City Market.

PREVIOUS RESOLUTION

N/A

STRATEGIC ALIGNMENT

The Owner and operator is an immigrant to Canada and has experience operating a similar business in the past. This provides for entrepreneur opportunities in the City's Uptown Core and aid's in creating a livable community that is vibrant and diverse, while providing an integrated approach to economic development.

REPORT

This is a newly created Stall between Java Moose and Pete's Frootique.

City staff has an agreement with a new tenant, Chicken by Felix to operate in Stall No. 10 that would commence effective February 1st, 2019. Their sales would be centered on barbecued chicken, beef and pork. The initial term is for 5 years with an option to renew for an additional 2 years. There are some renovations required to prepare the space for lease and also some time to set up the business. The attached lease will provide two months' rent free to offset the costs associated with establishing a new business. The lease document is standard and consistent with the leases granted to other tenants in the City Market.

SERVICE AND FINANCIAL OUTCOMES

The operation and presence of Chicken by Felix within the City Market will add to the vitality offerings in the City's Uptown area. This Lease will generate a revenue of approximately \$12,000.00 per annum.

INPUT FROM OTHER SERVICE AREAS AND STAKEHOLDERS

Staff of the City Market and Facility Management has provided input into the preparation of this report and the City's Legal Department has prepared the Lease Agreement.

ATTACHMENT

- 1.** Lease Agreement with Chicken by Felix
- 2.** Front view of new stall

**LEASE FOR STALL SPACE
CITY MARKET
YUFAN INVESTMENT LTD Business # 705181
doing business under the name and style
Chicken by Felix**

SCHEDULE “C”

ARTICLE I

DEFINITIONS

1.01 Definitions

In this lease:

- a) “Additional Rent” means all and any monies required to be paid by the Lessee to the Lessor under or pursuant to the terms of this Lease, save only for Gross Rent;
- b) “Architect” shall mean the architect from time to time named by the Lessor or at the option of the Lessor, the Lessor’s general contractor. Any certificate provided by the Architect and called for by the terms of this Lease shall be final and binding on the parties hereto;
- c) “Commencement Date” means a date determined in accordance with the provisions of Section 2.03;
- d) “Common Areas” means those areas, facilities, utilities, improvements, equipment and installations in the City Market which from time to time are not designated or intended by the Lessor to be leased to tenants of the City Market, and those areas, facilities, utilities, improvements, equipment and installations which serve or are for the benefit of the City Market whether or not located in, adjacent to or near the City Market and which are designated from time to time by the Lessor as part of the Common Areas. Without limiting the generality of the foregoing, Common Areas includes all parking areas, all entrances and exits thereto and all structural elements thereof, access roads, truck courts, driveways, truckways, delivery passages, the roof, exterior weather walls, exterior and interior structural elements and bearing walls in the building and improvements comprising the City Market, package pick-up stations, loading and related areas, pedestrian stairways, ramps, electrical, telephone, meter, valve, mechanical, mail storage service and janitor rooms and galleries, fire preventions, security and communication systems, columns, pipes, electrical, plumbing, drainage, any central system for the provision of heating, ventilating or air conditioning to leaseable premises or any enclosed Common Areas and all other installations, equipment or services located therein or related thereto as well as the structures housing installations, including but not limited to all open and enclosed malls, courts and arcades, public seating and service areas, corridors, furniture, first aid and/or information stations, auditoria, conference rooms, nurseries, childcare play areas and related kitchen and storage facilities, escalators, elevators, public washrooms, music systems and any atrium seating/food court;
- e) “C.P.I.” means the Consumer Price Index (All Items) for Canada (or any index published in substitution for the Consumer Price Index or any other replacement index reasonably designated by the Lessor, if it is no longer published) published by Statistics Canada (or by any successor thereof or any other governmental agency, including a provincial agency);
- f) “Atrium Seating/Food Court” means those portions of the Common Areas designated by the Lessor from time to time for use in support of the operations of any group of premises providing quick food service to customers of the City Market and includes, without limiting the generality of the foregoing, public table and seating areas, waste collection facilities and other areas, facilities and equipment intended for such use;
- g) “HST” means harmonized sales taxes, value-added taxes, multi-stage taxes, business transfer taxes or other similar taxes however they are characterized and any taxes in lieu thereof;
- h) “Hazardous Substances” means any contaminant, pollutant, dangerous substance, potentially dangerous substance, noxious substance, toxic substance, hazardous waste, flammable, explosive or radioactive material, urea formaldehyde foam insulation, asbestos, PCB’s or any other substances or materials that are declared or defined to be

Schedule “C”

- Page 2 -

hazardous, toxic, contaminants or pollutants in or pursuant to any applicable federal, provincial or municipal statute, by-law or regulation;

- i) “Lessor” includes the Lessor and its successors and assigns;
- j) “Lease” means this indenture of lease and includes any riders and schedules hereto and shall also include any agreements entered into which have the effect of amending this indenture from time to time;
- k) “Leased Premises” means the premises leased to the Lessee as referred to and described in Section 2.01 hereof. Save as mentioned below, the boundaries of the Leased Premises shall extend from the top surface of the structural subfloor to the bottom surface of the structural ceiling. If the Leased Premises have no ceiling abutting the demising walls, but rather are open to the ceiling of the City Market building, the boundaries of the Leased Premises extend from the top surface of the structural subfloor to the height of the demising walls;
- l) “Lease Year” shall mean a period of time commencing on **February 1, 2019** and ending on **January 31st** of the following year;
- m) “Gross Rent” means the annual Gross Rent payable by the Lessee pursuant to Section 3.01;
- n) “Operating Costs” means the total cost and expense incurred in owning, operating, maintaining, managing and administering the City Market and the Common Areas, specifically including without limiting the generality of the foregoing, any capital or place of ownership taxes levied against the Lessor or any owners of the City Market on account of their interest in the City Market, in an amount equitably allocated to the City Market by the Lessor; gardening and landscaping charges; the cost and expenses of taking out the insurance described in Section 9.03; cleaning, snow removal, garbage and waste collection and disposal; lighting, electricity, public utilities, loud speakers, public address and musical broadcasting systems and any telephone answering service used in or serving the City Market, and the cost of electricity and maintenance for any signs designated by the Lessor as part of the Common Areas; policing, security, supervision and traffic control; salaries and benefits of all supervisory and other personnel employed in connection with the City Market and management office rent imputed to the City Market by the Lessor, acting reasonably; Management Fee, the cost of providing additional parking or other Common Areas for the benefit of the City Market, whether such costs be Taxes or other type of costs; the costs and expenses of environmental site reviews and investigations, removal and/or clean-up of Hazardous Substances from the Common Areas; the cost of the rental of any equipment and signs and the costs of supplies used in the maintenance and operation of the City Market and the Common Areas; accounting and audit fees incurred in the preparation of the statements required to be prepared and supplied by the Lessor under the terms of this Lease; heating, ventilating and air conditioning of the Common Areas; all repairs and replacements to and maintenance and operation of the City Market and the Common Areas; depreciation or amortization of the costs, including repair and replacement, of all maintenance and cleaning equipment, master utility meters, and all other fixtures, equipment, and facilities serving or comprising the City Market or the Common Areas; which are not charged fully in the Lease Year in which they are incurred, from the earlier of the date when the cost was incurred or the Commencement Date, at rates on the various items determined from time to time by the Lessor in accordance with sound accounting principles;
- o) “Proportionate Share” means a fraction, the numerator of which is the Rentable Area of the Leased Premises and the denominator of which is the Rentable Area of the City Market;
- p) “Rent” means all Gross Rent and Additional Rent payable pursuant to the terms of this Lease;
- q) “Rentable Area of the Leased Premises” means the area expressed in square feet of all floors of the Leased Premises measured from:
 - i. the exterior face of all exterior walls, doors and windows;
 - ii. the exterior face of all interior walls, doors and windows separating the Leased Premises from Common Areas; if any; and
 - iii. the centre line of all interior walls separating the Leased Premises from adjoining leasable premises.

Schedule “C”

- Page 3 -

The Rentable Area of the Leased Premises includes all interior space whether or not occupied by projections, structures or columns, structural or non-structural, and if the store front is recessed from the lease line, the area of such recess for all purposes lies within the Rentable Area of the Leased Premises.

- r) “Rentable Area of the City Market” means the area in square feet of all rentable premises in the City Market set aside for leasing by the Lessor from time to time, except for any occupancy as designated by the Lessor for which there is no Gross Rent payable. Provided however that the Lessor shall credit to Operating Costs any contributions received in respect of such Operating Costs from the occupants of any of the areas excluded from the Rentable Area of the City Market in accordance with this definition. Provided further that in determining the fraction that is the Lessee’s Proportionate Share, if the Leased Premises consists of any of the foregoing excluded categories, the Rentable Area of that category will be included in the Rentable Area of the City Market;
- s) “Rules and Regulations” means the rules and regulations adopted and promulgated by the Lessor from time to time acting reasonably, including those listed on Schedule “D”;
- t) “City Market” means the lands and premises known by the civic address 47 Charlotte Street, Saint John, New Brunswick, as such lands and premises may be altered, expanded or reduced from time to time and the buildings, improvements, equipment and facilities erected thereon or situate from time to time therein;
- u) “Taxes” means all duties, real property taxes, charges, assessments and payments, from time to time levied, assessed or imposed upon the City Market or any part thereof or upon the Lessor by reason of its ownership of the City Market, by any taxing authority. Taxes shall also include any penalties, late payment or interest charges imposed by any municipality or other taxing authority as a result of the Lessee’s late payments of any taxes or instalments thereof. For greater certainty “Taxes” shall exclude any penalties or interest incurred by the Lessor as a result of its failure to pay Taxes in a timely manner, except Taxes shall include any interest in respect of a deferral of payment in accordance with sound accounting practices if permitted by statute or pursuant to an agreement with the taxing authority; and (ii) income, profit or excess profits taxes of the Lessor;
- v) “Lessee” means the party named as Lessee in this Lease; and
- w) “Term” means the period referred to in Section 2.03.

ARTICLE II

GRANT, TERM AND INTENT

2.01 Leased Premises

In consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of the Lessee to be paid, observed and performed, the Lessor demises and leases to the Lessee and the Lessee leases from the Lessor, the Leased Premises. The Leased Premises are presently designated as **Stall No. “10” (330 ft²)** as shown on Schedule “A”.

2.02 Use of Common Areas

The use and occupation by the Lessee of the Leased Premises shall entitle the Lessee to the use in common with all others entitled thereto of the Common Areas, subject however, to the terms and conditions of this Lease and to reasonable rules and regulations for the use thereof as prescribed from time to time by the Landlord.

2.03 Term of Lease

TO HAVE AND TO HOLD the Leased Premises for and during the term of five **(5) years** to be computed from **February 1st 2019** and fully to be completed and ended on **January 31, 2024** save as hereinafter provided for earlier termination.

2.04 Option to Renew

The Lessee shall have the option to renew this Lease for a further one (1) term of five (5) years at the then prevailing market rate by providing written notice of its intention to renew to the Lessor no later than six (6) months prior to the expiration of the Initial Term. In the event that the Lessor and the Lessee do not agree on the then prevailing market rate, such rate may be determined by a single arbitrator appointed by the agreement between the Lessor and the lessee or pursuant to the *Arbitration Act*.

Schedule “C”

- Page 4 -

PROVIDED THAT if there is any Lessor’s Work or Lessee’s Work to be performed prior to the Lessee opening for business in the Leased Premises or the Leased Premises are occupied by a third party as of the date of this Lease, the Commencement Date shall be the earlier of:

- a) **sixty (60)** days after the Lessor has delivered vacant possession of the Leased Premises to the Lessee notwithstanding that the Lessor may still, during such **sixty (60)** day period, be completing its work; or
- b) the opening by the Lessee to the public of its business in the Leased Premises.

Notwithstanding any change in the Commencement Date calculated in accordance with the preceding provisions hereof, the Terms shall expire on the date set for such expiry in the first paragraph of this Section 2.03, subject always to earlier termination as provided for in this Lease.

PROVIDED THAT upon the Lessor or its Architect giving notice to the Lessee that the Leased Premises are available for the commencement of the Lessee’s Work, the Lessee shall immediately take possession of the Leased Premises and shall occupy same for the purpose of fixturing and installing its inventory, at its own risk, for a period of **thirty (30)** days after receipt of such notice or until the Lessee opens for business to the public in the Leased Premises, free of the payment of Gross Rent, and Additional Rent save for the obligation of the Lessee to pay for all utility charges used by the Lessee or consumed in the Leased Premises during the period of such fixturing, and shall during the period from the giving of such notice until the Commencement Date be a tenant in the Leased Premises subject to the same covenants and agreements as are contained in this Lease, mutatis mutandis.

FURTHER PROVIDED THAT NOTWITHSTANDING ANYTHING TO THE CONTRARY, if the Lessor is unable to deliver vacant possession of the Leased Premises to the Lessee for any reason, including but not limited to the holding over or retention of possession of any other lessee or occupant, or the lack of completion of any repairs, improvements or alterations required to be completed before the Lessee’s occupancy of the Leased Premises, then the time for commencement of the Term shall be extended to correspond with the period of delay and the Lessee shall not be entitled to any abatement or diminution of Rent (except that Rent shall not commence to be payable until possession of the Leased Premises is given by the Lessor to the Lessee) nor shall the validity of this Lease or the parties’ respective obligations hereunder be affected. However, if the Lessor does not give vacant possession of the Leased Premises to the Lessee within six (6) months of the date of this Lease, then the Lessor may, at is option, terminate this Lease by written notice to the Lessee and in such event this Lease shall be null and void and of no effect whatsoever. Any deposit paid by the Lessee to the Lessor shall be returned without interest or deduction, and neither party shall have any further liability to the other.

Forthwith, upon the Commencement Date being determined in accordance with the foregoing, the Lessee shall execute an acknowledgement of same on Lessor’s usual form.

The Lessee shall pay all Gross Rent and Additional Rent calculated on a per diem basis, from the **end of the 60 day rent-free period** to the last day of the month in which the Commencement Date occurs and thereafter all payments of Rent shall be made on the first day of each month throughout the Term unless otherwise specified herein.

ARTICLE III

RENT AND DEPOSIT

3.01 Gross Rent

The Lessee shall pay annual Gross Rent to the average amount of **Thirty-Four Dollars (\$34.00)** per square foot of leaseable retail area of the Leased Premises. The Gross Rent shall be paid in equal monthly instalments, monthly in advance. According to the following schedule:

Yrs 1-5	Square feet	Rate	Total
Retail	330	\$34.00	\$11,220.00
Promotion	0.06		\$673.20
Total Annual			\$11,893.20
Monthly			\$991.10 +HST

There shall be no Additional Rent payable under this Agreement, save and except monies to be paid under Article VI of this Lease.

3.02 Rent Past Due

If the Lessee fails to pay, when the same is due and payable, any Gross Rent, Additional Rent or other amount payable by the Lessee under this Lease, such unpaid amounts shall bear interest from the due date thereof to the date of payment, compounded monthly at the rate equal to four (4) percentage points in excess of the Prime Rate.

3.03 Deposit

The Lessor acknowledges receipt of **Zero Dollars (\$00.00)** which it will apply towards the payment of Gross Rent for the first and last months of the Term except that the Lessor may apply all or part of the amount retained for application towards the last month’s Gross Rent as compensation for any loss or damage arising from the breach by the Lessee of any provisions of this Lease. This right will not be construed to limit the Lessor’s other rights under this Lease or at law or to limit the amount recoverable by the Lessor for damages in respect of breaches by the Lessee of this Lease. If the Lessor uses all or part of the deposit for the last month’s Gross Rent as provided above, the Lessee will, upon notification by the Lessor, pay to the Lessor the amount required to reimburse it for the amounts so applied. The Lessor will not be required to pay interest to the Lessee on any of the amounts paid to the Lessor or retained by it under this section. The Lessor may deliver the aforesaid deposit to any purchaser of the Lessor’s interest in the City Market or any part thereof, whereupon the Lessor will immediately be discharged from any further liability with respect to the deposit. The Lessee will not assign or encumber its interest in the deposit except in connection with a permitted Transfer, in which case the Lessee’s interest in the deposit will be deemed to have been assigned to the permitted Transferee as of the date of the Transfer.

3.04 Pre-Authorized Payments

The Lessee shall participate in a pre-authorized payment plan whereby the Lessor will be authorized to debit the Lessee’s bank account each month from time to time during each Lease Year in an amount equal to the Gross Rent and Additional Rent payable on a monthly basis, and, if applicable, generally any amount payable provisionally pursuant to the provisions of this Lease on an estimated basis. The Lessor shall sign a form of application which is the same or similar to Schedule “D-1”, or as may be required by the Lessee’s bank, credit union or other financial institution.

ARTICLE IV

TAXES

4.01 Taxes Payable by the Lessor

The Lessor shall pay all Taxes which are levied, rated, charged or assessed against the City Market or any part thereof subject always to the provisions of this Lease regarding payment of Taxes by the Lessee. However, the Lessor may defer payment of any such Taxes or defer compliance with any statute, law, by-law, regulation or ordinance in connection with the levying of any such Taxes in each case to the fullest extent permitted by law, so long as it diligently prosecutes any contest or appeal of any such Taxes.

4.02 Taxes Payable by Lessee

- a) The Lessee shall during the Term pay, without any deduction, abatement or set-off whatsoever, all Taxes levied, laid or assessed on or against the Leased Premises;
- b) In the case of assessments for local improvements or betterments which are assessed or imposed during the term and which may by law be payable in instalments, the Lessee shall only be obligated to pay such instalments as same fall due during the Term, together with interest on deferred payments;
- c) In any suit or proceeding of any kind or nature arising or growing out of the failure of the Lessee to keep any covenant contained in this Article, the certificate or receipt of the department, officer or bureau charged with collection of the Taxes, showing that the tax, assessment or other charge affecting the Leased Premises is due and payable or has been paid, shall be prima facie evidence that such tax, assessment or other charge was due and payable as a lien or charge against the Leased Premises or that it has been paid as such by the Lessor;
- d) The Lessee, if allowed by the taxing authority, shall have the right to contest or review by legal proceedings or in such manner as the Lessee in its opinion shall deem advisable (which proceedings or other steps taken by the Lessee shall be conducted diligently at its own expense and free of expense to the Lessor) any and all Taxes levied, assessed or imposed upon or against the Leased Premises or Taxes in lieu thereof required to be paid

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by the Lessee hereunder. No such contest shall defer or suspend the Lessee’s obligations to pay the Taxes as herein provided pending the contest, but if by law it is necessary that such payment be suspended to preserve or perfect the Lessee’s contest, then the contest shall not be undertaken without there being first deposited with the Lessor a sum of money equal to twice the amount of the Taxes that are the subject of the contest, to be held by the Lessor as an indemnity to pay such Taxes upon conclusion of the contest and all costs thereof that may be imposed upon the Lessor or the Leased Premises. Any costs associated with an appeal undertaken by the Lessor, the Lessee shall pay their proportionate share of such costs;

- e) The Lessee upon request of the Lessor will promptly exhibit to the Lessor all paid bills for Taxes which bills after inspection by the Lessor shall be returned to the Lessee.

4.03 HST Payable by Lessee

The Lessee shall pay to the Lessor all HST on Rent and any other HST imposed by the applicable legislation on the Lessor or Lessee with respect to this Lease, in the manner and at the times required by the applicable legislation. Such amounts are not consideration for the rental of space or the provision by the Lessor of any service under this Lease, but shall be deemed to be Rent and the Lessor shall have all of the same remedies for and rights of recovery of such amounts as it has for recovery of Rent under this Lease. If a deposit is forfeited to the Lessor, or an amount becomes payable to the Lessor due to a default or as consideration for a modification of this Lease, and the applicable legislation deems a part of the deposit or amount to include HST, the deposit or amount will be increased and the increase paid by the Lessee so that the Lessor will receive the full amount of the forfeited deposit or other amount payable without encroachment by any deemed HST portion.

4.04 Business Taxes and Other Taxes of Lessee

The Lessee shall pay to the lawful taxing authorities, when the same becomes due and payable:

- a) all taxes, rates, duties, assessments and other charges that are levied, rated, charged or assessed against or in respect of all improvements, equipment and facilities of the Lessee on or in the Leased Premises; and
- b) every tax and license fee which is levied, rated, charged or assessed against or in respect of any business carried on in the Leased Premises or in respect of the use or occupancy thereof

whether in any case any such taxes, rates, duties, assessments or license fees are rated, charged or assessed by any federal, provincial, municipal or other body.

ARTICLE V

UTILITIES

5.01 Utilities

The Lessee shall pay all utilities directly to the utility company, on a metered basis. In the event that a Lessee leases cooler space with the Leased Premises, the Lessee shall pay to the Lessor the Lessee’s proportionate share of any utility consumed.

ARTICLE VI

MERCHANTS’ ASSOCIATION

6.01 Merchants’ Association

If and when an association or corporation of merchants or lessees (the “Association”) is formed comprising tenants of the City Market, the Lessee shall forthwith become a member of such Association or if such an Association has already been formed, the Lessee shall forthwith become a member thereof and the Lessee shall retain its membership in such Association during the entire Term and shall abide by all rules, regulations, by-laws, decisions, directions, dues and assessments of the Association. Such Association shall in no way affect the rights of the Lessor and any by-laws, rules and regulations of such Association shall at all times be subject to the prior approval of the Lessor.

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6.02 Promotion Fund

The Lessee shall pay to the Lessor an amount equal to 6% of annual Gross Rent to be paid in twelve (12) monthly instalments each instalment payable on the 1st day of each month during the Term.

ARTICLE VII

CONDUCT OF BUSINESS BY TENANT

7.01 Use of Leased Premises

The Leased Premises shall be used continuously, actively and diligently for the sole purpose of **casual dining offerings such as specialty Fried chicken, Pulled Pork Sandwiches, Smoke barbequed ribs, Brisket Sandwiches and soft drinks. The proprietor will also be permitted to sell soft serve ice cream.**

The Lessee will not use or permit or suffer the use of the Leased Premises or any part thereof for any other business or purpose. In connection with the business to be conducted by the Lessee on the Leased Premises, the Lessee shall only use the advertised name **“Chicken by Felix”** and will not change the advertised name of the business to be operated in the Leased Premises without the prior written consent of the Lessor.

The Lessee shall not introduce new product lines, or offer new services to its customers without first obtaining the written consent of the Lessor. The Lessee acknowledges that it would be reasonable for the Lessor to withhold its consent if the introduction by the Lessee of such product line or service would compete with the business of other tenants in the City Market or infringe on exclusive covenants granted by the Lessor.

Unless otherwise specifically set out in this Lease to the contrary, nothing contained in this Lease shall: (i) confer upon the Lessee the exclusive right to sell or provide in the City Market any of the products or services permitted to be sold or provided from the Leased Premises pursuant to this Section 7.01; nor (ii) prevent the Lessor from leasing any other premises in the City Market to any other tenant(s) carrying on a business which is similar in whole or in part to the business permitted to be carried on from the Leased Premises pursuant to this Section 7.01.

- a) The Lessee acknowledges that its continued occupancy of the Leased Premises and the regular conduct of business therein are of utmost importance to neighbouring tenants and to the Lessor in the renting of space in the City Market, the renewal of other leases therein, the efficient and economic supply of services and utilities, and in the character and quality of other tenants in the City Market. The Lessee therefore covenants and agrees that throughout the Term it will occupy the entire Leased Premises, comply strictly with the provisions of Section 7.01 and not vacate or abandon the Leased Premises at any time during the Term. The Lessee acknowledges that the Lessor is executing this Lease in reliance thereupon and that the same is a material element inducing the Lessor to execute this Lease. The Lessee further agrees that if it vacates or abandons the Leased Premises or fails to so conduct its business therein, or uses or permits or suffers the use of the Leased Premises for any purpose not specifically herein authorized and allowed, the Lessee will be in breach of the Lessee’s obligations under the Lease, and then, without constituting a waiver of the Lessee’s obligations or limiting the Lessor’s remedies under this Lease, all Rent reserved in this Lease will immediately become due and payable to the Lessor unless guaranteed to the satisfaction of the Lessor. The Lessor will have the right, without prejudice to any other rights which it may have under this Lease or at law, to obtain an injunction requiring the Lessee to comply with the provisions of this Section 7.01(b).
- b) The Lessee acknowledges that its continued occupancy of the Leased Premises and the regular conduct of business therein are of utmost importance to neighbouring tenants and to the Lessor in the renting of space in the City Market, the renewal of other leases therein, the efficient and economic supply of services and utilities, and in the character and quality of other tenants in the City Market. The Lessee therefore covenants and agrees that throughout the Term it will occupy the entire Leased Premises, comply strictly with the provisions of Section 7.01 and not vacate or abandon the Leased

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Premises at any time during the Term. The Lessee acknowledges that the Lessor is executing this Lease in reliance thereupon and that the same is a material element inducing the Lessor to execute this Lease. The Lessee further agrees that if it vacates or abandons the Leased Premises or fails to so conduct its business therein, or uses or permits or suffers the use of the Leased Premises for any purpose not specifically herein authorized and allowed, the Lessee will be in breach of the Lessee’s obligations under the Lease, and then, without constituting a waiver of the Lessee’s obligations or limiting the Lessor’s remedies under this Lease, all Rent reserved in this Lease will immediately become due and payable to the Lessor unless guaranteed to the satisfaction of the Lessor. The Lessor will have the right, without prejudice to any other rights which it may have under this Lease or at law, to obtain an injunction requiring the Lessee to comply with the provisions of this Section 7.01(b).

7.02 Conduct and Operation of Business

The Lessee shall occupy the Leased Premises from and after the Commencement Date and thereafter shall conduct continuously and actively the business set out in Section 7.01, in the whole of the Leased Premises. In the conduct of the Lessee’s business pursuant to this Lease the Lessee shall:

- a) operate its business with due diligence and efficiency and maintain an adequate staff to properly serve all customers; own, install and keep in good order and condition free from liens or rights of third parties, fixtures and equipment of first class quality; and carry at all times such stock of goods and merchandise of such size, character and quality as will produce the maximum volume of sales from the Leased Premises consistent with good business practices;
- b) conduct its business in the Leased Premises during such hours and on such days as the Lessor from time to time requires or permits and at no other time. However the Lessee is not required or permitted to carry on its business during any period prohibited by any law regulating the hours of business. If the Lessee fails to open during the days and/or hours required by the Lessor, then in addition to all other amounts of Rent payable under this Lease the Lessee shall pay as Additional Rent to the Lessor upon demand as liquidated damages and not as a penalty, an amount equal to two hundred fifty dollars (\$250.00) per day for each and every day that the Lessee is in default. When not open for business the security of the Leased Premises is the sole responsibility of the Lessee;
- c) keep displays of merchandise in the display windows (if any) of the Leased Premises, and keep the display windows and signs (if any) in the Leased Premises well-lit during the hours the Lessor designates from time to time, acting reasonably;
- d) stock in the Leased Premises only merchandise the Lessee intends to offer for retail sale from the Leased Premises, and not use any portion of the Leased Premises for office, clerical or other non-selling purposes except minor parts reasonably required for the Lessee’s business in the Leased Premises;
- e) abide by all rules and regulations and general policies formulated by the Lessor, acting reasonably, from time to time relating to the delivery of goods to the Leased Premises;
- f) not allow or cause to be committed any waste upon or damage to the Leased Premises or any nuisance or other act or thing which disturbs the quiet enjoyment of any other lessee in the City Market or which unreasonably disturbs or interferes with or annoys any third party, or which may damage the City Market;
- g) not allow or cause to be done any act in or about the Common Areas or the City Market which in the Lessor’s opinion, acting reasonably, hinders or interrupts the City Market’s flow of traffic in any way, obstructs the free movement or parties doing business in the City Market;
- h) not allow or cause business to be solicited in any part of the City Market other than the Leased Premises, nor display any merchandise outside the Leased Premises at any time without the prior written consent of the Lessor;
- i) use the name designated for the City Market by the Lessor from time to time and all insignia or other identifying names and marks designated by the Lessor in connection with the advertising of the business conducted in the Leased Premises. Notwithstanding the foregoing the Lessee will not acquire any rights in such names, marks or insignia and upon the Lessor’s request the Lessee will abandon or assign to the Lessor any such rights which the Lessee may acquire by operation of law and will promptly execute any documents required by the Lessor to give effect to this subparagraph (i);

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- j) not install or allow in the Leased Premises any transmitter device nor erect any aerial on the roof of any building forming part of the City Market or on any exterior walls of the Leased Premises or in any of the Common Areas. Any such installation shall be subject to removal by the Lessor without notice at any time and such removal shall be done and all damage as a result thereof shall be made good, in each case, at the cost of the Lessee, payable as Additional Rent on demand;
- k) not use any travelling or flashing lights or signs or any loudspeakers, television, phonograph, radio or other audiovisual or mechanical devices in a manner so that they can be heard or seen outside of the Leased Premises without the prior written consent of the Lessor. If the Lessee uses any such equipment without receiving the prior written consent of the Lessor, the Lessor shall be entitled to remove such equipment without notice at any time and such removal shall be done and all damage as a result thereof shall be made good, in each case, at the cost of the Lessee, payable as Additional Rent on demand;
- l) not install or allow in the Leased Premises any equipment which will exceed or overload the capacity of any utility, electrical or mechanical facilities in the Leased Premises or of which the Lessor has not approved. If the Lessee requires additional utility, electrical or mechanical facilities, the Lessor may in its sole discretion if they are available elect to install them at the Lessee’s expense and in accordance with plans and specifications to be approved in advance in writing by the Lessor;
- m) not bring upon the Leased Premises any machinery, equipment, article or thing that by reason of its weight, size or use, might in the opinion of the Lessor, acting reasonably, damage the Leased Premises or overload the floors of the Leased Premises. Any such machinery, equipment, article or thing shall be subject to removal by the Lessor without notice at any time and such removal shall be done and all damages as a result thereof shall be made good, in each case, at the cost of the Lessee, payable as Additional Rent on demand;
- n) observe and comply with all federal, provincial or municipal laws pertaining to or affecting the Leased Premises, the Lessee’s use of the Leased Premises or the conduct of any business in the Leased Premises, or the making of any repairs, replacements, alterations, additions, changes, substitutions or improvements of or to the Leased Premises, and the regulations of any insurance underwriters in respect of the insurance maintained by the Lessor in respect of the City Market, and carry out all modifications to the Leased Premises and the Lessee’s conduct of business or in use of the Leased Premises which may be required by any such authorities.

7.03 Prohibited Activities

- a) The Lessee acknowledges that it is only one of many tenants in the City Market and that therefore the Lessee shall conduct its business in the Leased Premises in a manner consistent with the best interests of the City Market as a whole;
- b) The Lessor shall have the right to cause the Lessee to discontinue and the Lessee shall thereupon forthwith discontinue the sale of any item, merchandise, commodity or the supply of any service or the carrying on of any business, any of which is either prohibited by this Section 7.03 or which the Lessor, acting reasonably, determines is not directly related to the business set out in Section 7.01. The Lessee will not allow or cause the use of any part of the Leased Premises for any of the following businesses or activities:
 - i. the sale of secondhand goods or surplus articles, insurance salvage stock, fire sale stock or bankruptcy stock;
 - ii. the sale of goods, except as may be specifically permitted by the provisions of Section 7.01;
 - iii. an auction, bulk sale (other than a bulk sale made to an assignee or sublessee pursuant to a permitted assignment or subletting hereunder), liquidation sale, “going out of business” or bankruptcy sale, or warehouse sale;
 - iv. any advertising or selling procedures which would, or any sale or business conduct or practice which would, because of the merchandising methods or quality of operation likely to be used, in either case in the Lessor’s opinion, tend to lower the character of the City Market or harm or tend to harm the business or reputation of the Lessor or reflect unfavourably on the City Market, the Lessor or other tenants in the City Market or tend to confuse, deceive, mislead or be fraudulent to the public; or

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- v. a mail order business, save and except for dulce and maple products or a department store, junior department store or variety store.

7.04 Hazardous Substances

The Tenant covenants and agrees to utilize the Leased Premises and operate its business in a manner so that no part of the Leased Premises or surrounding lands are used to generate, manufacture, refine, treat, transport, store, handle, dispose of, transfer, produce or process any Hazardous Substance, except in strict compliance with all applicable federal, provincial and municipal statutes, by-laws and regulations, including, without limitation, environmental, land use and occupational and health and safety laws, regulations, requirements, permits, statutes, by-laws and regulations. Further the Lessee hereby covenants and agrees to indemnify and save harmless the Lessor and those for whom the Lessor is in law responsible from any and all losses, costs, claims, damages, liabilities, expenses or injuries caused or contributed to by any Hazardous Substances which are at any time located, stored or incorporated in any part of the Leased Premises. The Lessee hereby agrees that the Lessor or its authorized representatives shall have the right at the Lessee's expense, payable as Additional Rent within fifteen (15) days of receipt of an invoice therefor, to conduct such environmental site reviews and investigations as it may deem necessary for the purpose of ensuring compliance with this Section 7.04. The Lessee's obligations pursuant to this Section 7.04 shall survive the expiration or earlier termination of the Term.

ARTICLE VIII

FIXTURES, ALTERATIONS AND REPAIRS AND

LESSOR'S CONTROL OF CITY MARKET

8.01 Installations by the Lessee

All equipment, fixtures and improvements installed by the Lessee in the Leased Premises shall be new or completely reconditioned. The Lessee shall not make any alterations, additions or improvements or install or cause to be installed any trade fixtures, exterior signs, floor covering, interior or exterior lighting, plumbing fixtures, shades or awnings or make any changes to the store front without first obtaining the Lessor's written approval and consent. The Lessee shall present to the Lessor plans and specifications in form, content and such detail as the Lessor may reasonably require for such work at the time approval is sought. The Lessee covenants that any work that may be done in respect of the Leased Premises by or on behalf of the Lessee shall be done in such a manner as not to conflict or interfere with any work being done or about to be done by the Lessor in or about the City Market, whether such conflict or interference shall arise in relation to labour unions or otherwise and the Lessee shall obtain all requisite permits, licenses and inspections in respect of any such work done by or on the Lessee's behalf. Notwithstanding anything herein contained, the Lessee shall make no alterations, additions or improvements that are of a structural nature or that would lessen the value or Rentable Area of the Leased Premises or the City Market, or would interfere with the usage of the Common Areas.

All alterations, decorations, additions and improvements made by the Lessee or made by the Lessor on the Lessee's behalf by agreement under this Lease shall immediately upon installation or affixation become the property of the Lessor without compensation therefor to the Lessee, but the Lessor shall be under no obligation to repair, maintain or insure the alterations, decorations, additions or improvements. Such alterations, decorations, additions and improvements shall not be removed from the Leased Premises without prior consent in writing from the Lessor. Upon expiration of this Lease, the Lessee shall, at the option of the Lessor, remove all trade fixtures and personal property and shall remove all such alterations, decorations, additions and improvements and restore the Leased Premises as required by the Lessor.

8.02 Maintenance and Repair by the Lessee

The Lessee will at all times keep the Leased Premises (including exterior entrances and all glass and show windows) and all partitions, doors, fixtures, equipment and appurtenances thereof (including lighting, heating and plumbing fixtures, and the electrical and mechanical systems) in good order, condition and repair (including periodic painting or redecorating and preventative maintenance as determined by the Lessor and including such repairs or replacements as are required to keep the Leased Premises in good repair and condition). All aforesaid maintenance, repairs, restorations and replacements shall be in quality and class equal to the original work or installations.

8.03 Signs, Awnings, Canopies

The Lessee will not place or suffer to be placed or maintained on any exterior door, wall or window of the Leased Premises any sign, awning or canopy or advertising matter or other thing of any kind, and will not place or maintain any decoration, lettering or advertising matter on the glass of any

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window or door of the Leased Premises without first obtaining the Lessor’s written approval and consent. The Lessee further agrees to maintain such sign, awning, canopy, decoration, lettering, advertising matter or other thing as may be approved in good condition and repair at all times, and in addition to the foregoing, the Lessee shall maintain any signs or displays of its goods or wares which may be seen from the exterior of the Leased Premises in a manner which is in keeping with the character of the City Market of which the Leased Premises form a part and which is designed to enhance the business of the Lessee.

8.04 Surrender of Leased Premises

Subject to Article 10.01, the Lessee will leave the Leased Premises in good repair, reasonable wear and tear only excepted. Without limiting the generality of the foregoing, at the expiration or earlier termination of the Term the Lessee shall surrender the Leased Premises in the same condition as the Leased Premises were in upon delivery of possession thereto under this Lease, reasonable wear and tear only excepted, and shall surrender all keys for the Leased Premises to the Landlord at the place then fixed for the payment of Rent and shall inform the Lessor of all combinations on locks, safes and vaults, if any, in the Leased Premises. Should the Lessee fail to remove its fixtures and personal property, such fixtures and personal property shall be deemed to be abandoned by the Lessee and may be appropriated, sold or otherwise disposed of by the Lessor without notice or obligation to compensate the Lessee or to account therefor. The Lessee’s obligations to observe or perform this covenant shall survive the expiration or earlier termination of the Term of this Lease.

8.05 Lessee to Discharge all Liens

The Lessee will ensure that no construction or other lien or charge, or notice thereof, is registered or filed against:

- a) the City Market or any part of it; or
- b) the Lessee’s interest in the Leased Premises or any of the leasehold improvements in the Leased Premises.

by any person claiming by, through, under or against the Lessee or its contractors or subcontractors. If such a lien or charge or notice thereof is registered or filed and the Lessee fails to discharge it within five (5) days after written notice from the Lessor, the Lessor may discharge it by paying the amount claimed to be due into court or directly to the claimant and the Lessee will pay to the Lessor as Additional Rent on demand all costs (including legal fees) incurred by the Lessor in connection therewith, together with an administrative overhead charge of fifteen percent (15%) thereon.

8.06 Rules and Regulations

The Lessee will comply with the Rules and Regulations. The Lessor reserves the right from time to time to amend or supplement the Rules and Regulations. Notice of such amendments and supplements, if any, shall be given to the Lessee, and the Lessee agrees thereupon to comply with and observe all such amendments and supplements, provided that no Rule or Regulation shall contradict any provision of this Lease. The Lessor shall not be responsible to the Lessee for non-observance or violation of any of the provisions of such Rules and Regulations by any other tenant of the City Market or of the terms of any other lease of premises in the City Market and the Lessor shall be under no obligation to enforce any such provisions. All Rules and Regulations shall be enforced against the Lessee in a non-discriminatory manner.

8.07 Maintenance and Repair by the Lessor

The Lessor shall, subject to the other provisions of this Lease, maintain and repair or cause to be maintained and repaired, the structure of the City Market, including without limitation, the foundations, exterior weather walls, subfloor, roof, bearing walls and structural columns and beams of the City Market. If, however, the Lessor is required to maintain or repair any structural portions or any other portion of the Leased Premises or the City Market by reason of the negligent acts or omissions of the Lessee, its employees, agents, invitees, suppliers, agents and servants of suppliers, licensees, concessionaires or subtenants, the Lessee shall pay on demand as Additional Rent, the Lessor’s costs for making such maintenance or repairs, together with an administrative fee of fifteen percent (15%) of such costs. Notwithstanding Clause 8.07 above, the Landlord shall remove existing floor coverings and replace with a commercial grade floor covering and shall also clean and paint the interior walls of Stall 5 on or before June 15, 2018.

8.08 Control of City Market by Lessor

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The City Market and the Common Areas are at all times subject to the exclusive control and management of the Lessor. Without limiting the generality of the foregoing, the Lessor has the right in its control, management and operation of the City Market and by the establishment of rules and regulations and general policies with respect to the operation of the City Market or any part thereof at all times throughout the Term to construct, maintain and operate lighting facilities and heating, ventilating and air conditioning systems; provide supervision and policing services for the City Market; close all or any portion of the City Market to such extent as may in the opinion of the Lessor’s counsel be legally sufficient to prevent a dedication thereof or the accrual of any rights to any third party or the public; grant, modify and terminate easements or other agreements pertaining to the use and maintenance of all or any part of the City Market; obstruct or close off all or any part of the City Market for the purpose of maintenance, repair or construction, employ all personnel, including supervisory personnel and managers necessary for the operation, maintenance and control of the City Market; use any part of the Common Areas from time to time for merchandising, display, decorations, entertainment and structures designed for retail selling or special features or promotional activities; designate the areas and entrances and the times in, through and at which loading and unloading of goods shall be carried out; control, supervise and generally regulate the delivery or shipping of merchandise, supplies and fixtures to and from the Leased Premises, and other portions of the City Market; designate and specify the kind of container to be used for garbage and refuse in the manner and the times and places at which same is to be placed for collection (if the Lessor for the more efficient and proper operation of the City Market provides or designates a commercial service for the pickup and disposal of refuse and garbage instead of or in addition to the service provided by the municipality, the Lessee shall use same at the Lessee’s cost); from time to time change the area, level, location, arrangement or use of the City Market or any part thereof; construct other buildings or improvements in the City Market and make changes to any part thereof; construct other buildings or improvements in the City Market and make changes to any part of the City Market; and do and perform such other acts in and to the City Market as in the use of good business judgment the Lessor determines to be advisable for the more efficient and proper operation of the City Market.

Notwithstanding anything to the contrary, if as a result of the exercise by the Lessor of any of its rights as set out in this Section 8.08, the Common Areas are diminished or altered in any manner whatsoever, the Lessor is not subject to any liability nor is the Lessee entitled to any compensation or diminution or abatement of Rent nor is any alteration or diminution of the Common Areas deemed constructive or actual eviction, or a breach of any covenant for quiet enjoyment contained in this Lease.

8.09 Lessor’s Right to Enter Leased Premises

- a) It is not a re-entry or a breach of quiet enjoyment if the Lessor or its authorized representatives enter the Leased Premises at reasonable times to:
 - i. examine them;
 - ii. make permitted or required repairs, alterations, improvements or additions to the Leased Premises (including the pipes, conduits, wiring, ducts, columns and other installations in the Leased Premises) or the City Market or adjacent property; or
 - iii. excavate land adjacent or subjacent to the Leased Premises; in each case (to the extent reasonably possible in the circumstances) without unreasonably interfering with the Lessee’s business operations in the Leased Premises, and the Lessor may take material into and on the Leased Premises for those purposes. Rent will not abate or be reduced while the repairs, alterations, improvements or additions are being made. The Lessor will take reasonable steps to minimize any interruption of business resulting from any entry.
- b) At any time during the Term, the Lessor may exhibit the Leased Premises to prospective purchasers and during the six (6) months prior to the expiration of the term of this Lease, the Lessor may exhibit the Leased Premises to prospective tenants and place upon the Leased Premises the usual notice “To Let” which notice the Lessee shall permit to remain where placed without molestation;
- c) If the Lessee shall not be personally present to open and permit an entry into the Leased Premises, at any time, when for any reason an entry therein shall be necessary or permissible, the Lessor or the Lessor’s agents may enter the same by a master key, or may forcibly enter the same, without rendering the Lessor or such agents liable therefor, and without in any manner affecting the obligations and covenants of this Lease;
- d) Nothing in this Section contained, however, shall be deemed or construed to impose upon the Lessor any obligation, responsibility or liability whatsoever for the care, maintenance or repair of the City Market or any part thereof, except as otherwise in this Lease specifically provided.

ARTICLE IX

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INSURANCE AND INDEMNITY

9.01 Lessee’s Insurance

- a) The Lessee shall throughout the Term, at its own cost and expense, take out and keep in full force and effect the following insurance:
 - i. All-risk insurance upon property owned by the Lessee or for which the Lessee is legally liable (including, signs and plate glass) and which is located within the City Market in an amount of not less than the full replacement cost thereof;
 - ii. Comprehensive General Liability with minimum limits of at least Five Million Dollars (\$5,000,000.00) or such higher limits as the Lessor may reasonably require from time to time. This policy shall include:
 - a) The City added as an Additional Insured;
 - b) Inclusive limits for bodily injury and property damage;
 - c) Personal injury liability;
 - d) Tenant’s Legal Liability;
 - e) Contractual Liability with respect to this Lease;
 - f) Premises, Property and Operations;
 - g) Completed Operations;
 - h) A Cross Liability Clause;
 - i) A Thirty (30) days written notice of Cancellation shall be given to the City of Saint John.
 - iii. The Lessee shall also provide any other form of insurance as the Lessee or the Lessor may reasonably require from time to time in form, in amounts and for insurance risks against which a prudent tenant would insure.
- b) All policies shall be taken out with reputable and recognized insurers acceptable to the Lessor and shall be in a form satisfactory from time to time to the Lessor. The Lessee agrees that certificates of insurance of each such insurance policy will be delivered to the Lessor as soon as practicable after the placing of the required insurance. All policies shall contain an undertaking by the insurers to notify the Lessor in writing not less than thirty (30) days prior to any material change, cancellation or termination thereof;
- c) The Lessee agrees that if the Lessee fails to take out or keep in force any such insurance referred to in this Section 9.01, or should any such insurance not be approved by the Lessor and should the Lessee not rectify the situation immediately after written notice by the Lessor to the Lessee, the Lessor has the right without assuming any obligation in connection therewith to effect such insurance at the sole cost of the Lessee and all outlays by the Lessor shall be immediately paid by the Lessee to the Lessor as Additional Rent without prejudice to any other rights and remedies of the Lessor under this Lease.

9.02 Increase in Insurance Premium

The Lessee will not allow or cause anything to occur in the Leased Premises which shall cause any increase of premium for any insurance on the Leased Premises or the City Market or any part thereof above the rate for the least hazardous type of occupancy legally permitted in the Leased Premises. If the Lessee is in default under this Section 9.02 the Lessee shall pay any resulting additional premium on any insurance policies taken out or maintained by the Lessor, or if any insurance policy upon the Leased Premises or the City Market or any part thereof shall be cancelled or refused to be renewed by an insurer by reason of the use or occupation of the Leased Premises or any part thereof or the acts or omissions of the Lessee, the Lessee shall forthwith remedy or rectify such use or occupation upon request to do so in writing by the Lessor, and if the Lessee shall fail to do so within twenty-four (24) hours of such written request, the Lessor shall have the right to enter the Leased Premises and rectify the situation, without liability to the Lessee for any loss or damage occasioned by such entry and rectification, or shall be entitled to hold the Lessee liable for any damage or loss resulting from such cancellation or refusal, or the Lessor may at its option determine this Lease forthwith by leaving upon the Leased Premises notice in writing of its intention to do so, and thereupon Rent and any other payments for which the Lessee is liable under this Lease shall

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be apportioned and paid in full to the date of such determination of the Lease, and together with an amount equal to the Gross Rent payable for a period of one (1) year as liquidated damages, and the Lessee shall immediately deliver up possession of the Leased Premises, a schedule issued by the organization making the insurance rate on the Leased Premises, showing the various components of such rate, shall be conclusive evidence of the several items and charges which make the fire insurance rate of the Leased Premises. Bills for such additional premiums shall be rendered by the Lessor to the Lessee at such times as the Lessor may elect and shall be due from and payable by the Lessee when rendered, and the amount thereof shall be deemed to be and be paid as Additional Rent.

9.03 Loss or Damage

The Lessor shall not be liable for any death or injury arising from or out of any occurrence in, upon, at or relating to the City Market, or damage to property of the Lessee or of others located on the Leased Premises, nor shall it be responsible for any loss of or damage to any property of the Lessee or others from any cause whatsoever, except any such death, injury, loss or damage results from the negligence of the Lessor, its agents, servants or employees or other persons for whom the Lessor is in law responsible. Without limiting the generality of the foregoing, the Lessor shall not be liable for any injury or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water, rain, flood, snow or leaks from any part of the Leased Premises or from the pipes, appliances, plumbing works, roof or subsurface of any floor or ceiling or from the street or any other place or other tenants or persons in the City Market or by occupants of adjacent property thereto, or the public, or caused by construction or by any private, public or quasi-public work. All property of the Lessee kept or stored on the Leased Premises shall be so kept or stored at the risk of the Lessee only and the Lessee shall indemnify the Lessor and save it harmless from any claims arising out of any damages to the same, including, without limitation, any subrogation claims by the Lessor’s insurers. In no event shall the Lessor be liable for any injury to the Lessee, its servants, agents, employees, customers and invitees or for any injury or damage to the Leased Premises or to any property of the Lessee, or to any property of any other person, firm or corporation on or about the Leased Premises caused by an interruption, suspension or failure in the supply of any utilities to the Leased Premises.

9.04 Indemnification of the Lessor

The Lessee will indemnify the Lessor, and save harmless from and against any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury and/or damage to property arising from or out of any occurrence in, upon or at the Leased premises, the occupancy or use by the Lessee of the Leased premises or any part thereof, or occasioned wholly or in part by any act or omission of the Lessee, its agents, contractors, employees, servants, licensees, or concessionaires or invitees. In case the Lessor shall, without fault on its part, be made a party to any litigation commenced by or against the Lessee, then the Lessee shall protect and hold it harmless and shall pay all costs, expenses and solicitors’ and counsel fees on a solicitor and client basis incurred or paid by them in connection with such litigation.

ARTICLE X

DAMAGE, DESTRUCTION AND EXPROPRIATION

10.01 Total or Partial Destruction of Leased Premises

If, during the Term, the Leased Premises are expropriated or totally or partially destroyed or damaged by any cause in respect of which the Lessor is insured, the following provisions shall have effect:

- a) If the Leased Premises are rendered partially unfit for occupancy by the Lessee, Gross Rent only shall abate in part only, in the proportion that the part of the Leased Premises rendered unfit for occupancy by the Lessee bears to the whole of the Leased Premises or if the Leased Premises are rendered wholly unfit for occupancy by the Lessee the Rent hereby reserved shall be suspended in either event until the day following a reasonable period (taking into account the extent of the Lessee’s restoration) following completion of the Lessor’s restoration;
- b) Notwithstanding the provisions of subparagraph (a), if the Leased Premises in the opinion of the Architect shall be incapable of being rebuilt and/or repaired or restored with reasonable diligence within 180 days of the happening of such destruction or damage, then the Lessor may at its option terminate this Lease by notice in writing to the Lessee given within thirty (30) days of the date of such destruction or damage and in the event of such notice being so given this Lease shall cease and become null and void from the date of such destruction or damage and the Lessee shall immediately surrender the Leased Premises and all interest therein to the Lessor and the Rent shall

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be apportioned and shall be payable by the Lessee only to the date of such destruction or damage and the Lessor may re-enter and repossess the Leased Premises discharged of this Lease;

If the Leased Premises are capable of being rebuilt and/or repaired or restored within 180 days of the happening of such damage or destruction or if within the period of thirty (30) days referred to in Section 10.01(b) the Lessor shall not give notice terminating this Lease, the Lessor shall with reasonable promptitude proceed to rebuild and/or repair or restore the Leased Premises to the extent of the Lessor’s repair obligations under the Lease and the Lessee shall immediately upon substantial completion of the Lessor’s work and, within a reasonable period determined by the Lessor (given the extent of the Lessee’s restoration) complete the restoration of the Leased Premises.

The certificate of the Architect shall bind the parties as to the (i) extent to which the Leased Premises are unfit for occupancy; (ii) time required to rebuild and/or repair or restore the Leased Premises; and (iii) due completion of repairs.

10.02 Total or Partial Destruction of City Market

In the event that a substantial portion of the City Market shall be expropriated or damaged or destroyed by fire or other cause, or in the event the costs as estimated by the Lessor of repairing, restoring or rebuilding will exceed by \$250,000 or more the proceeds of insurance available to the Lessor, notwithstanding that the Leased Premises may be unaffected, or in the event the Lessor shall have the right, to be exercised by notice in writing delivered to the Lessee within sixty (60) days from and after said occurrence, to elect to cancel and terminate this Lease. Upon the giving of such notice to the Lessee, the Term of this Lease shall expire upon the third (3rd) day after such notice is given, and the Lessee shall vacate the Leased Premises and surrender the same to the Lessor.

10.03 Abatement of Rent

Notwithstanding anything herein before contained, all abatements of Rent set out in this Article X shall be limited to an amount equal to the amount which the Lessor collects under any rental income insurance.

10.04 Expropriation Awards

The Lessor and the Lessee will co-operate with each other if there is an expropriation of all or part of the Leased Premises or the City Market, so that each may receive the maximum award that it is entitled to at law. To the extent, however, that a part of the City Market, other than the Leased Premises, is expropriated, the full proceeds that are paid or awarded as a result, will belong solely to the Lessor, and the Lessee will assign to the Lessor any rights that it may have or acquire in respect of the proceedings or awards and will execute the documents that the Lessor reasonably requires in order to give effect to this intention.

ARTICLE XI

STATUS STATEMENT, SUBORDINATION AND ATTORNMENT

11.01 Status Statement

Within fifteen (15) days after request, the Lessee will sign and deliver to the Lessor a status statement or certificate, stating that this Lease is in full force and effect, any modifications to this Lease, the commencement and expiry dates of this Lease, the date to which Rent has been paid, the amount of any prepaid Rent or deposits held by the Lessor, whether there is any existing default and the particulars, and any other information required by the party requesting it.

11.02 Power of Attorney

The Lessee hereby irrevocably appoints the Lessor as the attorney for the Lessee with full power and authority to execute and deliver in the name of the Lessee any instruments or certificates required to carry out the intent of Section 11.01 which the Lessee shall have failed to sign and deliver within fifteen (15) days after the date of a written request by the Lessor to execute such instruments.

ARTICLE XII

TRANSFERS BY LESSEE

12.01 Transfer Defined

“Transfer” means, (i) an assignment, sale, conveyance, sublease, or other disposition of this Lease or the Leased Premises, or any part of them or any interest in this Lease (whether by operation of law or otherwise), or in a partnership that is a Lessee under this Lease, (ii) a mortgage, charge or debenture (floating or otherwise) or other encumbrance of this Lease or the Leased Premises or any part of them, or of any interest in this Lease or of a partnership, or partnership interest, where the partnership is a Lessee under this Lease, (iii) a parting with or sharing of possession of all or part of the Leased Premises, and (iv) a transfer or issue by sale, assignment, bequest, inheritance, operation of law or other disposition, or by subscription of all or part of the corporate shares of the Lessee or an “affiliate” (as that term is defined on the date of this Lease under the *Canada Business Corporations Act*) of the Lessee which results in a change in the effective voting control of the Lessee. “Transferor” and “Transferee” have meanings corresponding to the definition of “Transfer” set out above, (it being understood that for a Transfer described in clause (iv) the Transferor is the person that has effective voting control before the Transfer and the Transferee is the person that has effective voting control after the Transfer).

12.02 Consent Required

The Lessee will not allow or cause a Transfer, without the prior written consent of the Lessor in each instance which consent may not be unreasonably withheld. Notwithstanding any statutory provisions to the contrary, Lessor’s consent shall not be deemed to have been unreasonably withheld where Lessor refuses consent to a Transfer within twenty-four (24) months of either the Commencement Date or a previous Transfer. Without limiting the generality of the foregoing, no Transfer shall be effective and no consent shall be given unless the following provisions have been complied with:

- i. There is no default of the obligations of the Lessee under this Lease;
- ii. The Lessee shall have given at least thirty (30) days’ prior written notice of the proposed Transfer and the effective date thereof to the Lessor;
- iii. A duplicate original of the documents affecting the Transfer shall be given to the Lessor within thirty (30) days after the execution and delivery thereof;
- iv. The Transferee, except in the case of a Transfer described in Section 12.01(iv), shall have assumed in writing with the Lessor the due and punctual performance and observance of all the agreements, provisions, covenants and conditions hereof on the Lessee’s part to be performed or observed from and after the effective date of the Transfer.

The Lessee acknowledges that the factors governing the granting of the Lessor’s consent to any Transfer may include, without limitation, the restrictive clauses entered into with other tenants by the Lessor, the financial background, business history and the capability of the proposed Transferee in the Lessee’s line of business, and the nature of the business practices of the proposed Transferee. The consent by the Lessor to any Transfer shall not constitute a waiver of the necessity for such consent to any subsequent Transfer. If a Transfer takes place, the Lessor may collect rent from the Transferee, and apply the net amount collected to the Rent herein reserved, but no such action shall be deemed a waiver of the requirement to obtain consent or the acceptance of the Transferee as lessee, or a release of the Lessee or any Indemnifier from the further performance by the Lessee of covenants on the part of the Lessee herein contained. Notwithstanding any Transfer, the Lessee shall remain fully liable under this Lease and shall not be released from performing any of the obligations of the Lessee under this Lease.

Any Transfer, if consented to by the Lessor, may at the Lessor’s option be documented by the Lessor or its solicitors, and any and all legal costs and the Lessor’s then-standard fee with respect thereto or to any documents reflecting the Lessor’s consent to the Transfer shall be payable by the Lessee on demand as Additional Rent.

12.03 No Advertising of Leased Premises

The Lessee shall not print, publish, post, display or broadcast any notice or advertisement to the effect that the Leased Premises are for lease or for sale or otherwise advertise the proposed sale or lease of the whole or any part of the Leased Premises and shall not permit any broker or other party to do any of the foregoing, unless the complete text and format of any such notice, advertisement or offer is first approved in writing by the Lessor. Without in any way restricting or limiting the Lessor’s right to refuse any text or format on other grounds, any text or format proposed by the Lessee shall not contain any reference to the rental rate of the Leased Premises.

ARTICLE XIII

DEFAULT OF LESSEE

13.01 Right to Re-Enter

When

- a) the Lessee shall be in default in the payment of any Rent whether lawfully demanded or not and such default shall continue for a period of five (5) consecutive days; or
- b) the Lessee shall be in default of any of its covenants, obligations or agreements under this Lease or of any term or condition of this Lease (other than its covenant to pay Rent) and such default shall continue for a period of fifteen (15) consecutive days or such longer or shorter period as the Lessor, acting reasonably, determines after five (5) days written notice by the Lessor to the Lessee specifying with reasonable particularity the nature of such default and requiring the same to be remedied;

then and in any of such cases the then current month's Rent, together with the Rent for the three (3) months next ensuing shall immediately become due and payable, and at the option of the Lessor, the Terms shall become forfeited and void, and the Lessor may without notice or any form of legal process whatsoever forthwith re-enter upon the Leased Premises or any part thereof in the name of the whole and repossess and enjoy the same as of its former estate, anything contained in any statute or law to the contrary notwithstanding, provided however, that such forfeiture shall be wholly without prejudice to the right of the Lessor to recover arrears of rent or damages for any antecedent default by the Lessee of its covenants, obligations or agreements under this Lease or any term or condition of this Lease and provided further that notwithstanding any such forfeiture the Lessor may subsequently recover from the Lessee damages for loss of Rent suffered by reason of this Lease having been prematurely determined. In addition, the Lessor shall have the right to remove and sell the Lessee's goods and chattels and trade fixtures and apply the proceeds thereof to Rent due under the Lease.

13.02 Right to Re-Let

Should the Lessor elect to re-enter, as herein provided, or should it take possession pursuant to legal proceedings or pursuant to any notice provided for by law, it may either terminate this Lease or it may from time to time without terminating this Lease, make such alterations and repairs as may be necessary in order to re-let the Leased Premises, and re-let the Leased Premises or any part thereof as agent for the Lessee for such term or terms (which may be for a term extending beyond the Term of this Lease) and at such rental or rentals and upon such other terms and conditions as the Lessor in its sole discretion may deem advisable; upon each re-letting all rentals received by the Lessor from such re-letting shall be applied; first, to the payment of any indebtedness other than rent due hereunder from the Lessee to the Lessor; second, to the repayment of any reasonable costs and expenses of such re-letting, including brokerage fees and solicitors' fees and of costs of such alterations and repairs; third, to the payment of Rent due as the same may become due and payable hereunder. If such Rent received from such re-letting during any month be less than that to be paid during that month by the Lessee hereunder, the Lessee shall pay any such deficiency to the Lessor. Such deficiency shall be calculated and paid monthly. No such re-entry or taking possession of the Leased Premises by the Lessor shall be construed as an election on its part to terminate this Lease unless a written notice of such intention be given to the lessee or unless the termination thereof be decreed by a court of competent jurisdiction. Notwithstanding any such re-letting without termination, the Lessor may at any time thereafter elect to terminate this Lease for such previous breach. Should the Lessor at any time terminate this Lease for any breach, in addition to any other remedies it may have, it may recover from the Lessee all damages it may incur by reason of such breach, including the cost of recovering the Leased Premises, and including the worth at the time of such termination of the excess, if any, of the amount of Rent and charges equivalent to Rent reserved in this Lease for the remainder of the Term hereof over the then reasonable rental value of the Leased Premises for the remainder of the Term hereof, all of which amounts shall be immediately due and payable from the Lessee to the Lessor. In determining the Rent which would be payable by the Lessee hereunder, subsequent to default, the annual Rent for each year of the unexpired Term shall be equal to the greater of: (a) the average annual Gross Rent and Percentage Rent payable by the Lessee from the Commencement Date to the time of default or during the preceding three (3) full calendar years, whichever period is shorter; and (b) Gross Rent payable hereunder, together with all Additional Rent which would have been payable during the calendar year in which this Lease was terminated, prorated over a full calendar year, if required.

13.03 Legal Expenses

In case suit shall be brought for recovery of possession of the Leased Premises, for the recovery of Rent or any other amount due under the provisions of this Lease, or because of the breach of any other covenant herein contained on the part of the Lessee to be kept or performed and a breach shall be established, the Lessee shall pay to the Lessor all expenses incurred therefor, including reasonable solicitors' and counsel fees on a solicitor and his client basis.

13.04 Bankruptcy

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The Lessee covenants and agrees that if the Term or any of the goods and chattels of the Lessee on the Leased Premises shall be at any time during the Term seized or taken in execution or attachment by any creditor of the Lessee or if a receiver, interim receiver or receiver and manager is appointed for the assets or business of the Lessee or if the Lessee shall make any assignment for the benefit of creditors or any bulk sale or, becoming bankrupt or insolvent, shall take the benefit of any Act now or hereafter in force for bankrupt or insolvent debtors or if any order shall be made for the winding up of the Lessee, or if the Leased Premises shall without the written consent of the Lessor become and remain vacant for a period of fifteen (15) days, or be used by any other persons than such as are entitled to use them under the terms of this Lease, or if the Lessee shall without the written consent of the Lessor abandon or attempt to abandon the Leased Premises or to sell or dispose of goods or chattels of the Lessee or to remove them or any of them from the Leased Premises so that there would not in the event of such abandonment, sale or disposal be sufficient goods on the Leased Premises subject to distress to satisfy the Rent above due or accruing due, then and in every such case the then current month's Rent and the next ensuing three (3) months' Rent shall immediately become due and be paid and the Lessor may re-enter and take possession of the Leased premises as though the Lessee or the servants of the Lessee or any other occupant of the Leased Premises were holding over after the expiration of the Term and the Term shall, at the option of the Lessor, immediately without any notice or opportunity for cure provided to the Lessee, become forfeited and determined, and in every one of the cases above such accelerated Rent shall be recoverable by the Lessor in the same manner as the Rent hereby reserved and if Rent were in arrears and the said option shall be deemed to have been exercised if the Lessor or its agents given notice to the Lessee as provided for herein.

13.05 Lessor May Perform Lessee's Covenants

If the Lessee shall fail to perform any of its covenants or obligations under or in respect of this Lease, the Lessor may from time to time at its discretion, perform or cause to be performed any such covenants or obligations, or any part thereof, and for such purpose may do such things upon or in respect of the Leased Premises or any part thereof as the Lessor may consider requisite or necessary.

All expenses incurred and expenditures made by or on behalf of the Lessor under this Section, together with an administrative fee equal to fifteen (15%) percent thereon, shall be forthwith paid by the Lessee to the Lessor on demand as Additional Rent.

13.06 Waiver of Exemptions from Distress

Despite any applicable Act, legislation or any legal or equitable rule of law: (a) none of the inventory, furniture, equipment or other property at any time owned by the Lessee is exempt from distress; and (b) no lack of compliance with any requirement concerning the day of the week, time of day or night, method of entry, giving of notice, appraising of goods, or anything else, will render any distress unlawful where the Lessee owes arrears of Rent at the time of the distress.

13.07 Remedies Cumulative

No reference to nor exercise of any specific right or remedy by the Lessor will prejudice or preclude the Lessor from exercising or invoking any other remedy in respect thereof, whether allowed at law or expressly provided for in this Lease. No such remedy will be exclusive or dependent upon any other such remedy, but the Lessor may from time to time exercise any one or more of such remedies independently or in combination.

ARTICLE XIV

MISCELLANEOUS

14.01 Overholding

If the Lessee remains in possession of the Leased Premises after the end of the Term and without the execution and delivery of a new lease, there shall be no tacit renewal of this Lease and the Term hereby granted, and the Lessee shall be deemed to be occupying the Leased Premises as a Lessee from month to month at monthly rent payable in advance on the first day of each month equal to the sum of:

- i. one and one half (1 ½) times the Gross Rent payable during the last month of the Term; and
- ii. one-twelfth of the Additional Rent payable by the Lessee for the Lease Year immediately preceding the last Lease Year of the Term;

and otherwise upon the same terms and conditions as are set forth in this Lease, except as to duration of Term, and any right of renewal mutatis mutandis.

14.02 Successors

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This Lease applies to the successors and assigns of the Lessor and, if Article XII is complied with, the heirs, executors, administrators and permitted successors and permitted assigns of the Lessee. If there is more than one party named as Lessee, they are jointly and severally liable under this Lease.

14.03 Waiver

Failure by the Lessor to require performance of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or of any other term, covenant or condition herein contained. The subsequent acceptance of Rent hereunder by the Lessor shall not be deemed to be a waiver of any preceding breach of the Lessee of any term, covenant or condition of this Lease, other than the failure of the Lessee to pay the particular rent so accepted, regardless of the Lessor's knowledge of such preceding breach at the time of acceptance of such Rent. No covenant, term or condition of this Lease shall be deemed to have been waived by the Lessor, unless such waiver be in writing by the Lessor.

14.04 Accord and Satisfaction

No payment by the Lessee or receipt by the Lessor of a lesser amount than the monthly Rent herein stipulated shall be deemed to be other than on account of the earliest stipulated Rent, nor shall any endorsement or statement or any cheque or any letter accompanying any cheque or payment as Rent be deemed an accord and satisfaction, and the Lessor may accept such cheque or payment without prejudice to the Lessor's right to recover the balance of such Rent or pursue any other remedy in this Lease provided.

14.05 Entire Agreement

This Lease sets forth all the covenants, promises, agreements, conditions and understandings between the Lessor and the Lessee concerning the Leased Premises and there are no covenants, promises, agreements, conditions or representations, either oral or written, between them other than are herein and in the said schedules and rider, if any, set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Lease shall be binding upon the Lessor or the Lessee unless reduced to writing and signed by them.

14.06 No Partnership

The Lessor does not, in any way or for any purpose, become a partner of the Lessee in the conduct of its business, or otherwise or joint venturer or a member of a joint enterprise with the Lessee.

14.07 Force Majeure

In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lock-outs, labour troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Lease, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. Notwithstanding anything herein contained, the provisions of this Section 14.07 shall not operate to excuse the Lessee from the prompt payment of Gross Rent, Additional Rent or any other payments required by the terms of this Lease, nor entitle the Lessee to compensation for any inconvenience, nuisance or discomfort thereby occasioned.

14.08 Notices

Any notice herein provided or permitted to be given by the Lessee to the Lessor shall be sufficiently given if delivered personally to the Common Clerk, or if transmitted by telecopier or if mailed in Canada, registered and postage prepaid, addressed to the Lessor at: C/O The Common Clerk, The City of Saint John, P. O. Box 1971, 15 Market Square, Saint John, New Brunswick, E2L 4L1, with a copy to Facility Management Division, The City of Saint John, P. O. Box 1971, 15 Market Square, Saint John, New Brunswick, E2L 4L1, and any notice herein provided or permitted to be given by the Lessor to the Lessee shall be sufficiently given if delivered personally to the party being given such notice or to a responsible employee of the party being given such notice, or if transmitted by telecopier or if mailed in Canada, **registered and postage prepaid, addressed to the Lessee at 45 Berkshire Crescent, Quispamsis, N.B., E2E 6B2**. Any such notice given as aforesaid shall be conclusively deemed to have been given on the day on which such notice is delivered or transmitted or on the third day that there is postal delivery following the day on which such notice is mailed, as the case may be. Either party may at any time give notice in writing to the other of any change of address of the party given such notice and from and after the giving of such notice the address therein specified shall be deemed to include any request, statement or other writing in this Lease provided or permitted to be given by the Lessor to the Lessee or by the Lessee to the Lessor. If there is more than one party named as Lessee, notice to one shall be deemed sufficient as notice to all.

14.09 Place for Payment of Rent

The Lessee shall pay the Rent. Including all Additional Rent, at the office of the Lessor specified in Section 14.08 or as such place or places as the Lessor may designate from time to time by notice in writing: currently to the Cashier’s Office, City Hall, P. O. Box 1971, 15 Market Square, Saint John, New Brunswick, E2L 4L1.

14.10 Approval in Writing

Wherever the Lessor’s consent is required to be given hereunder or wherever the Lessor must approve any act or performance by the Lessee, such consent or approval, as the case may be, shall be given in writing by the Lessor before same and shall be deemed to be effective.

14.11 Governing Law

The Lease is to be governed by and construed according to the laws of the Province of New Brunswick.

14.12 Captions and Section Numbers

The captions, section numbers and article numbers appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections or articles or of this Lease, nor in any way affect this Lease.

14.13 Partial Invalidity

If any term, covenant or condition of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease and/or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Lease shall be separately valid and enforceable to the fullest extent permitted by law.

14.14 No Option

The submission of this Lease for examination does not constitute a reservation of or option for the Leased Premises and this Lease becomes effective as a Lease only upon execution and delivery thereof by the Lessor and the Lessee.

14.15 Time To Be of the Essence

Time shall be of the essence of this Lease.

14.16 Quiet Enjoyment

The Lessor covenants with the Lessee for quiet enjoyment.

14.17 Riders and Schedules

Schedules attached hereto form part of this Lease.

14.18 Basement Storage Space

Where the Leased Premises includes any area of basement storage space, notwithstanding any provision herein contained, the Lessee acknowledges and agrees that water and sewer lines are located within the basement area of the Leased Premises and that there is a possibility that water and/or sewage may escape from the lines as a result of breakage, blockage, overflow or other cause, and may cause damage to anything stored in the basement area of the Leased Premises. The Lessee acknowledges and agrees that if it chooses to store anything, whether belonging to it or to others, in the basement area of the Leased Premises, it does so at its own risk and the Lessee hereby releases and indemnifies and saves harmless the Lessor from and against any and all manner of actions, suits, damages, loss, costs, claims and demands of any nature whatsoever relating to or arising out of breakage, blockage, overflow or other problem of the water or sewage lines.

Lease for Stall Space – City Market
YUFAN INVESTMENT LTD Business # 705181
doing business under the name and style
Chicken by Felix

Schedule “C”

- Page 21 -

Form A19

LEASE

Standard Forms of Conveyances Act, S.N.B. 1980, c. S-12, s.2

The parties to this lease are:

The City of Saint John, having its City Hall 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, the "Lessor"

- and -

YUFAN INVESTMENT LTD. (Business #705181), a corporation, registered under the laws of the Province of New Brunswick, having its registered office at 45 Berkshire Crescent, Quispamsis, N.B., E2E 6B2, this is Felix Liu doing business under the name and style "**Chicken by Felix**", the "Lessee".

The "Rules and Regulations" attached hereto as Schedule "D" and the Form attached hereto as Schedule "D-1" form part of this Lease.

The Lessor leases to the Lessee the premises described in Schedule "A" attached hereto on the following conditions:

Duration:	5 years and 0 months
Date of Commencement:	February 1, 2019
Date of Termination:	January 31, 2024
Payment Dates:	First day of each and every month during the term hereof commencing April 1, 2019
Place of Payment:	Cashier's Office City Hall Saint John, NB

This lease contains the covenants and conditions which are attached and set out in Schedule "C".

DATED December 7, 2018.

SIGNED, SEALED & DELIVERED
in the presence of:

THE CITY OF SAINT JOHN

Mayor

Common Clerk

Common Council Resolution:
_____, 2018

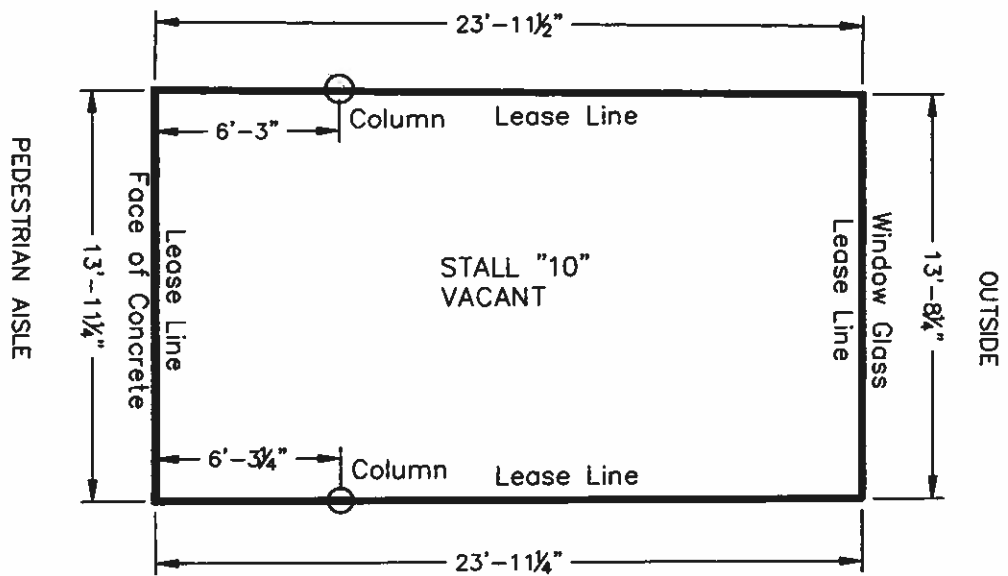
Chicken by Felix 705181/YUFAN

INVESTMENT LTD.

Per: Xiao Liu

And: Rui Hua

Schedule "A"



Name and Address of Space:

City Market, Stall "10" Vacant
Saint John, N.B.

I hereby certify that the rentable area as shown above is

330

Square Feet

Date: May 17, 2017
Scale: 1"=5'

HUGHES SURVEYS & CONSULTANTS INC.
Saint John, N.B.

Job Number: Y12-227

CAD Drawing: STALL 10 VACANT - MAY 17 2007

Plot: 2012JOBS

Drawn By: R.E.S.

Area: G/08-T2C-SE(1)



Front- South Ext. 3D View B31-2

COUNCIL REPORT

M&C No.	2019-8
Report Date	January 09, 2019
Meeting Date	January 14, 2019
Service Area	Finance and Administrative Services

His Worship Mayor Don Darling and Members of Common Council

SUBJECT: 2019 Insurance Renewal

OPEN OR CLOSED SESSION

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

AUTHORIZATION

Primary Author	Commissioner/Dept. Head	City Manager
<i>Ian Fogan</i>	<i>Kevin Fudge</i>	<i>John Collin</i>

RECOMMENDATION

It is recommended that Council accepts the insurance package presented by BFL Canada, underwritten by AIG Insurance Company and Certain Underwriters at Lloyds through our Agent of Record, JM & CW Hoper Grant Ltd. and approves maximum payments as follow:

Insurance Premiums of	\$921,336
Agreed Agency Fee of	\$26,400
Payable to JM & CW Hope Grant Ltd.	\$938,736

EXECUTIVE SUMMARY

The overall premium for insurance is 16% higher than 2018 level due to several factors. Our primary liability insurance rate remains unchanged but the excess limits (catastrophe insurers) have suffered large losses in recent years and our premium, as well as other large liability limit customers are experiencing rate increases as a result. Once we allocate various premium cost to participating agencies, boards or commissions we expect the insurance renewal to be on target for the 2019 budgeted amount. The combined savings for three years since the 2016 RFP add up to over \$2,332,000.

PREVIOUS RESOLUTION

The 2019 Renewal is in line with the approach previously established in previous insurance purchases.

STRATEGIC ALIGNMENT

This purchase is necessary to continue to protect the City's Economic Health and to protect City assets. It relates to Enterprise Risk Management work to further the City as a Community of Choice and decision making around sustainable infrastructure by taking a proactive approach rather than a reactive one.

REPORT

The proposal selected reflects a stable insurance rate and premium following our substantial savings in 2016. Our rating experience has been positive and our Risk Management approach will lead to combined savings of over \$2,332,000 since our 2016 RFP. The following table illustrates the coverage limits, deductibles and premiums associated with this renewal.

<u>Coverage</u>	<u>Limits for 2019</u>	<u>2019 Deductible</u>	<u>2017 Premium</u>	<u>2018 Premium</u>	<u>2019 Premium</u>
General Liability (including Excess and Environmental)	50,000,000	500,000	331,423	312,883	385,724
Directors' & Officers' (Aquatic Centre)	2,000,000	2,500	3,905	3,905	3,905
Crime	1,000,000	Nil	1,850	1,850	2,775
Owned Automobile	50,000,000	\$2,500	305,390	282,590	279,381
Property		50,000	170,399	168,707	235,451
Garage Liability	5,000,000		5,066	5,100	5,100
Agency fee			<u>25,400</u>	<u>25,900</u>	<u>26,400</u>
Total			843,433	809,935	938,736

Changes for 2019

The City will be adding Cyber Liability insurance to the portfolio of insurance coverage for 2019. Staff are currently in the process of completing the application and gathering the necessary data to complete the underwriting process. Premium is expected to be in the range of \$20,000 for \$2,000,000 in limits of Cyber Insurance coverage.

Property Premium

The property rate per \$1,000 of insured value has remained the same but the overall premium has changed due to the addition of the Hilton/Market Square Sea Wall to the property list (valued at over \$14,000,000 and a slightly higher evaluation of City properties overall. The City's total value of property insured has changed from \$390,415,014 to \$415,238,038.

Automobile Premium

The rates for individual vehicle classes (fire, police, non-emergency...) have not changed. The overall number of vehicles at the time the application for renewal was submitted is slightly lower than the number of vehicles in 2018 but there are additional buses in our Transit Fleet. So while the overall number has decreased, the addition of higher value buses increases the overall premium. This rate will be reviewed and does fluctuate with additions and subtractions of vehicles.

SERVICE AND FINANCIAL OUTCOMES

As a result of the 2016 RFP, each facility and fleet vehicle experienced a reduction in costs to operate along with a substantial reduction to the general fund liability insurance and these savings continued into 2018 and onto 2019. We have maintained these savings with pro-active Risk Management techniques working together with each department to closely monitor our experiences and losses. The efforts have created positive outcomes for service areas and citizens combined (less claims, less payments, lower premiums etc.) and we expect this collaboration to continue.

INPUT FROM OTHER SERVICE AREAS AND STAKEHOLDERS

None

ATTACHMENTS

None

LORD BEAVERBROOK RINK



History of the LBR

- Lord Beaverbrook gifted the LBR to city youth in 1960. Owned by City & run by the Volunteer Board
- Provided decades of service to the community
- Generations of kids played hockey
- Allan Cup Champs – Vitos
- Hardy Cup Champs - Mooseheads



LBR

Hockey Community

- 10 Community Hockey Teams (Schoolboy)
- Many Minor Hockey Teams (IP 1-Midget)
- 2 High School Hockey Teams
- 12 City Gents Hockey Teams
- 6 Irving League Hockey Teams
- Pick Up Hockey



Other Groups & Participants

Ice Season

- Saint John Figure Skating Club
- Public Skate
- Senior Skate
- Parent & Tot Hockey
- Parent & Tot Skating
- Special Events (Several Tournaments)
- Walking Track

Regular Season

- Lacrosse
- Fundy Gymnastics Show
- Wrestling
- Mixed Martial Arts
- Concerts (April Wine, Beegees, BTO, Johnny Cash, Beach Boys, etc.)
- Ball Hockey (men & women)
- Walking Track

LBR Community

- Incorporates several teams & even more spectators
- Even more patrons with tournaments
- Approximately 200 per day – male/female, young/old
- Over 24 week winter season: 36,000 regular users plus families, spectators and friends



Board & Staff

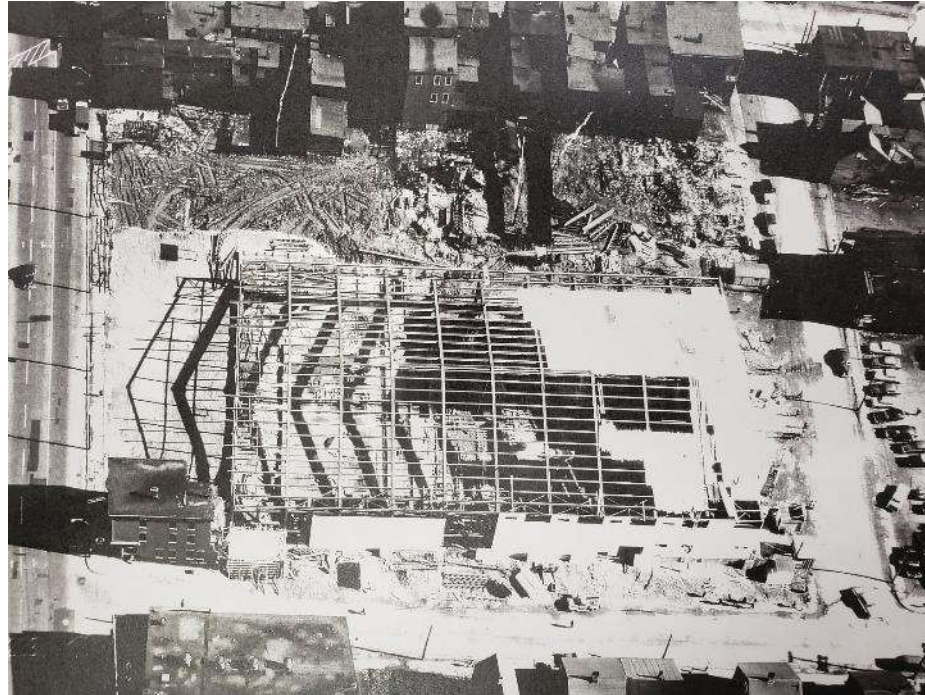
The LBR has 7 board members and 5 staff.

Owned by the City – for use of SJ Youth & run by Volunteer Board.



Key Location

North End



Key Location

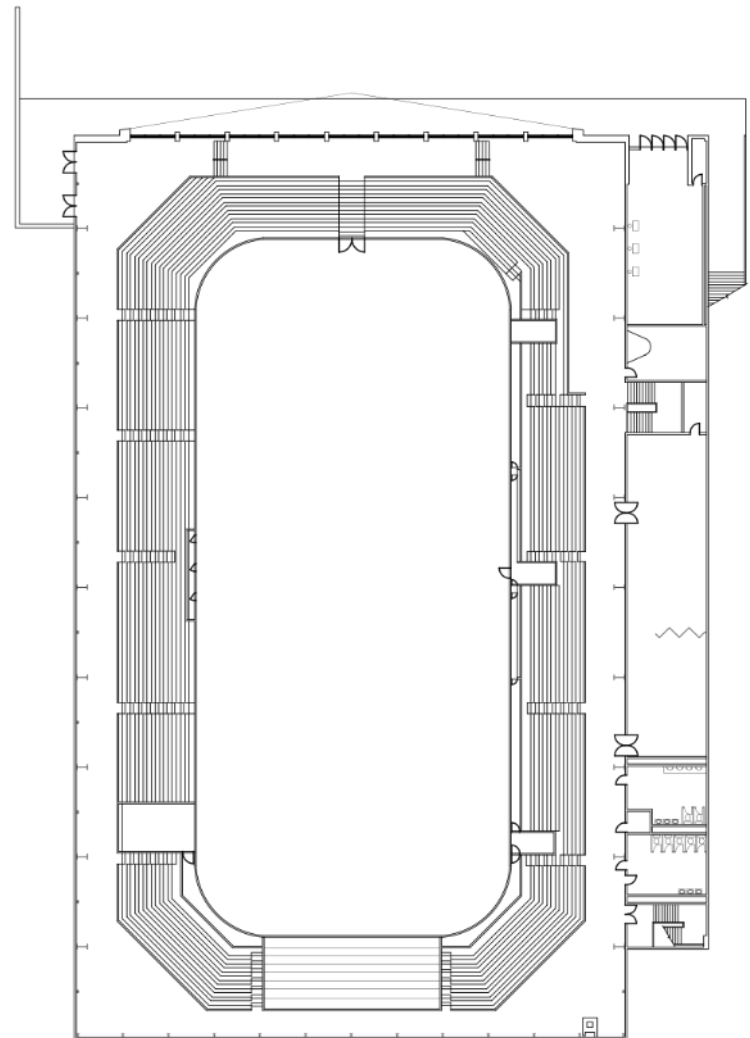
North End

	Quispamsis	Saint John	North End
Overall Poverty Rate 2013	6.3%	19.5%	25.5%
Child Poverty Rate 2013	8.3%	31%	41.4%

The LBR is located in a high priority neighbourhood. We believe it is our job to help improve the situation.

Current State of LBR

- Board working to maintain
- Over the years, taken care of *gem*
- Solid structure - no glaring deficiencies
- Maintenance & Upgrades
- New Ice-Resurfacer
- Easily accessible location wise
- Seating for approx. 2000 people
- Major equipment in good shape



Recent Upgrades & Improvements

- Front leak sealed
- New locks & doors
- Dressing room floors
- LED lights
- Walking Track
- Revamped office
- Security System & Gas Detection
- Website/Social Media



Newly Installed Walking Track

Partnered with business leaders and through donations, in kind support and volunteers – the walking track was designed, materials were fabricated and the track was built.





Long Term

Revitalization

By rebranding and providing a facility with programs that can aid in the revitalization of the North End in Saint John.

Concerns Facing the LBR

Cleanliness

A committee of board members was formed to help resolve this issue. Steps have been taken and staff are on board to revitalize the building through maintenance and regular cleaning. Patrons have provided lots of positive feedback regarding the ongoing changes.

Canteen

The canteen not being operational during peak times (games and tournaments) was a concern of many patrons. The canteen is currently operating during the appropriate times for patrons looking to grab a bite or a drink.

Parking

As it currently stands, the parking situation at the LBR is less than ideal. There are only a few spaces reserved for rink patrons and with the loss of a portion of the parking lot, the entrance has become small and narrow which poses a safety risk and drastically reduces accessibility.

Moving Forward



**Revamped
Main Entrance**

**Work with businesses
& volunteers**

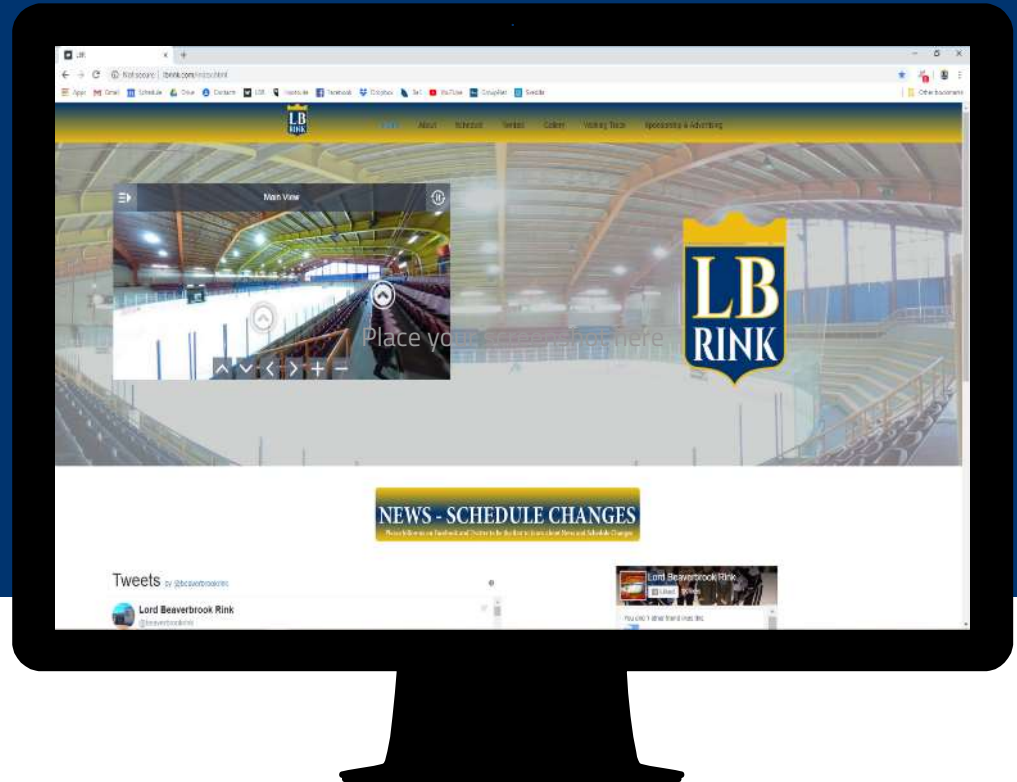
**Apply for
Grants**

- Colour/Design for main entrance
- Add content to website
- Preventative maintenance

LBR Website

360° tour of the LBR on
home page

Check our new website that
will continue to grow with
us.





Thanks!

Any questions?

You can find me at
lordbeaverbrookrink@gmail.com

COUNCIL REPORT

M&C No.	2019-01
Report Date	January 08, 2019
Meeting Date	January 14, 2019
Service Area	Corporate Services

His Worship Mayor Don Darling and Members of Common Council

SUBJECT: Business Improvement Area 2019 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
<i>Jonathan Taylor</i>		<i>John Collin</i>

RECOMMENDATION

1. That as recommended by the Board of Directors of Uptown Saint John Inc., Common Council approve the submitted 2018 budget for the Business improvement Area.
2. That Common Council give third reading to the BIA By-Law.

EXECUTIVE SUMMARY

Uptown Saint John has submitted the 2019 Association budget for Council's approval. The proposed budget would retain the same levy rate of 16 cents for each \$100 of assessed value on non-residential property in the Business Improvement Area from previous years. The budget has been advertised in the newspaper and no written objections have been received by the Clerk's office. Council may now proceed with approving the budget and amending the BIA bylaw for 2019.

PREVIOUS RESOLUTION

Council Resolution of December 3, 2018:

"RESOLVED that 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"

REPORT

The City of Saint John has a Business Improvement Area ("BIA") in the uptown region which imposes a 16 cent levy for each \$100 of assessed value on non-

residential property within the BIA. The City's BIA by-law describes the specific boundaries of the BIA and the rate paid within the area.

Uptown Saint John Inc. is responsible for administering the funds generated from the levy, which it uses for beautification initiatives and development activities aimed at stimulating local business within the uptown.

The 2019 budget was approved by Uptown Saint John's board of directors on November 01, 2018. Pursuant to the BIA Act, on December 3rd Council authorized staff to advertise the following in the newspaper:

- Its intention to approve the budget
- The extent of the levy needed to implement the budget
- The period during which objections may be made

The period for written objections has now elapsed and no written objections have been filed with the Clerk's office. Council may now proceed with approving the budget and amending the BIA by-law for 2019.

INPUT FROM OTHER SERVICE AREAS AND STAKEHOLDERS

Uptown Saint John

ATTACHMENTS

- Uptown Saint John 2019 Budget
- ByLaw BIA-1 Business Improvement Area By-Law
- Public Notice
- ByLaw BIA-2 Business Improvement Levy By-Law (3rd Reading)



November 28, 2018

Mayor and Councilors
City of Saint John
PO Box 1971
Saint John, New Brunswick
E2L 4L1

Your Worship and Councilors;

On behalf of the Board of Directors of Uptown Saint John Inc., please find attached a copy of our 2019 Budget, which was approved by the Membership at the Annual Budget Meeting held on Tuesday, November 01, 2018. This meeting was advertised and conducted in accordance with the Business Improvement Areas Act of New Brunswick.

Regards,

A handwritten signature in black ink that reads "Nancy Tissington". The signature is written in a cursive, flowing style.

Nancy Tissington
Executive Director
506 633 1426



Advocacy	5,000.00
BEAUTIFICATION	9,700.00
Clean & Safe Programs	21,334.00
Marketing & Communications	129,789.00
Operations & Administrative Expenses	291,174.00
Urban Design & Development	25,000.00
	<hr/> <hr/>
	481,997.00

Area Rate will remain unchanged at 0.16 per 100.00 of assessed value

**BY-LAW NUMBER BIA-1
BUSINESS IMPROVEMENT AREA BY-LAW**

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

1 The area bounded by the following streets is hereby designated as a Business Improvement Area under the Business Improvement Areas Act, namely, the northern side of Union Street from the Water to George Street, along the rear of those lots that are situated along the north side of Union to Sydney Streets, along the western side of Sydney Street to Princess Street, along the northern side of Princess Street to the water; the properties located on the south side of Princess Street, from Water Street to Sydney Street, having civic numbers 42, 46-54, 76, 80, 86, 94, 100-102, 108-112, 116, 136, 156 and 162 Princess Street and 139 Germain Street; and the north side of Union Street from George Street to Smythe Street, known as the Union/George Street Parking Lot and the Union/Smythe Street Parking Lot; and the following properties:

<u>Property Address</u>	<u>NBIC Number</u>	<u>Adresse de voirie</u>	<u>Numéro de la CIGNB</u>
154 Princess Street	01625340	154, rue Princess	01625340
148 Princess Street	01625332	148, rue Princess	01625332
142 Princess Street	01625324	142, rue Princess	01625324
138 Princess Street	01625316	138, rue Princess	01625316
134 Princess Street	01625293	134, rue Princess	01625293
130 Princess Street	01625285	130, rue Princess	01625285
80 Charlotte Street	01625277	80, rue Charlotte	01625277
143 Charlotte Street	01625269	143, rue Charlotte	01625269
87 Canterbury Street	01628225	87, rue Canterbury	01628225
93 Canterbury Street	01624360	93, rue Canterbury	01624360
162 Prince William Street	01628233	162, rue Prince William	01628233
160 Prince William Street	01628241	160, rue Prince William	01628241
154 Prince William Street	01628259	154, rue Prince William	01628259
122 Prince William Street	01628275	122, rue Prince William	01628275
120 Prince William Street	01658898	120, rue Prince William	01658898
114 Prince William Street	01628283	114, rue Prince William	01628283
130 Prince William Street	01628267	130, rue Prince William	01628267
177 Prince William Street	01624394	177, rue Prince William	01624394
167 Prince William Street	01628534	167, rue Prince William	01628534
133 Prince William Street	01628500	133, rue Prince William	01628500
127 Prince William Street	01628495	127, rue Prince William	01628495
119 Prince William Street	01628487	119, rue Prince William	01628487
113 Prince William Street	01628479	113, rue Prince William	01628479
100 Water Street	01628550	100, rue Water	01628550
106 Water Street	01628542	106, rue Water	01628542
110 Water Street	01624409	110, rue Water	01624409

and the following properties located on both sides of Smythe Street between Union Street and Station Street:

<u>Property Owner</u>	<u>NBIC Number</u>	<u>Propriétaire</u>	<u>Numéro de la CIGNB</u>
Saint John Port Corporation	55011902	Société du Port de Saint John	55011902
Saint John Port Corporation	00426197	Société du Port de Saint John	00426197
City of Saint John	40147	City of Saint John	40147
City of Saint John	38976	City of Saint John	38976
City of Saint John	38984	City of Saint John	38984
Power Commission of Saint John	55008767	Power Commission of Saint John	55008767
Power Commission of Saint John	55031561	Power Commission of Saint John	55031561

**ARRÊTÉ N° BIA-1
ARRÊTÉ CONCERNANT LA ZONE
D'AMÉLIORATION DES AFFAIRES**

Le conseil communal de The City of Saint John
édicte :

1 La zone délimitée par les rues suivantes est par les présentes désignée comme zone d'amélioration des affaires en vertu de la *Loi sur les zones d'amélioration des affaires*, à savoir le côté nord de la rue Union, de l'eau jusqu'à la rue George, le long du fond des lots situés le long du côté nord de la rue Union jusqu'à la rue Sydney, le long du côté ouest de la rue Sydney jusqu'à la rue Princess, le long du côté nord de la rue Princess jusqu'à l'eau; les terrains situés du côté sud de la rue Princess, de la rue Water jusqu'à la rue Sydney, portant les numéros municipaux 42, 46-54, 76, 80, 86, 94, 100-102, 108-112, 116, 136, 156 et 162, rue Princess et 139, rue Germain; et le côté nord de la rue Union, de la rue George jusqu'à la rue Smythe, soit le terrain de stationnement des rues Union/George et le terrain de stationnement des rues Union/Smythe; ainsi que les terrains suivants :

ainsi que les terrains suivants situés des deux côtés de la rue Smythe, entre la rue Union et la rue Station :

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

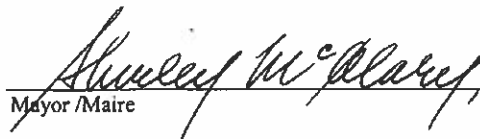
- le tout illustré sur le plan ci-joint en tant qu'annexe A, qui fait partie du présent arrêté.

2 A by-law of The City of Saint John enacted on the seventeenth day of December, 1984 entitled "By-law Number B-102 Business Improvement Area By-Law", and all amendments thereto is repealed on the coming into force of this by-law.

2 L'arrêté de The City of Saint John édicté le 17 décembre 1984 et intitulé *By-law Number B-102 Business Improvement Area By-Law*, 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 5th day of January, A.D. 2004 and signed by:

EN FOI DE QUOI, The City of Saint John a fait apposer son sceau communal sur le présent arrêté le 5 janvier 2004, avec les signatures suivantes :


Mayor / Maire

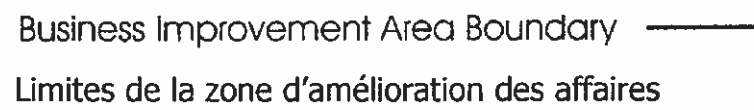

Common Clerk / Greffier communal

First Reading
Second Reading
Third Reading

- December 8, 2003
- January 5, 2004
- January 5, 2004

Première lecture :
Deuxième lecture :
Troisième lecture :

- le 8 décembre 2003
- le 5 janvier 2004
- le 5 janvier 2004



Public Notice



City of Saint John

Avis Public

BUSINESS IMPROVEMENT LEVY

Public Notice is hereby given that the Common Council of The City of Saint John has been requested by the Board of Directors of Uptown Saint John Inc. and intends to consider approving a budget for the designated Business Improvement Area, at its regular meeting to be held in the Council Chamber on **January 14, 2019 at 6:30 pm.**

The proposed budget for the Business Improvement Area is as follows:

REVENUE

Special BIA Levy \$ 481,997.00

EXPENDITURES

Advocacy	5,000.00
Beautification	9,700.00
Clean & Safe Programs	21,334.00
Marketing and Communications	129,789.00
Operations & Administration Exp.	291,174.00
Urban Design & Development	25,000.00

TOTAL \$ 481,997.00

The proposed levy to be imposed on non-residential property within the designated business improvement area is 16 cents per \$100.00 of assessment for 2019.

Pursuant to the Business Improvement Areas Act the said proposed budget shall not be approved if objections in writing are filed with the undersigned not later than **January 14, 2019** jointly or independently by one-third or more of all non-residential users or by non-residential users who would together be liable to pay one-third or more of the amount to be raised by a levy.

Jonathan Taylor, Common Clerk
658-2862

TAXE SUR L'AMÉLIORATION DES AFFAIRES

Par les présentes, un avis public est donné par lequel le conseil communal de The City of Saint John à la demande du conseil d'administration de Uptown Saint John Inc., indique son intention d'approuver un budget pour la zone d'amélioration des affaires désignée lors de la réunion ordinaire qui se tiendra **le 14 janvier 2019 à 18 h 30.**

Le budget proposé pour la zone d'amélioration des affaires se répartit comme suit :

RECETTES

Taxe sur la zone d'amélioration des affaires spécial 481 997.00\$

DÉPENSES

Plaidoyer	5 000.00\$
Embellissement	9 700.00
Programmes propres et sécuritaires	21 334.00
Marketing et communication	129 789.00
Opérations et administration	291 174.00
La conception et le développement urbain	25 000.00

TOTAL 481 997.00\$

La taxe prévue sur les biens-fonds non résidentiels situés dans la zone d'amélioration des affaires désignée sera de 0,16 \$ par tranche de 100 \$ d'évaluation pour l'an 2019.

En vertu de la Loi sur les zones d'amélioration des affaires, le budget prévu ne doit pas être approuvé si des objections par écrit sont déposées au soussigné au plus tard **le 14 janvier 2019**, conjointement ou indépendamment, par un tiers ou plus de tous les utilisateurs non résidentiels ou par un groupe d'utilisateurs non résidentiels qui seraient responsables de payer un tiers ou plus du montant à prélever au moyen d'une taxe.

Jonathan Taylor, greffier communal
658-2862



**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 5th 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 - December 17, 2018
Second Reading - December 17, 2018
Third Reading -

Première lecture - le 17 décembre 2018
Deuxième lecture - le 17 décembre 2018
Troisième lecture -

Received Date	January 07, 2019
Meeting Date	January 14, 2019
Open or Closed	Open Session

His Worship Don Darling and
Members of Common Council

Subject: Expanding the Saint John Common Council Committee Structure

Background:

WHEREAS:

1. Saint John Common Council has worked within a Committee form of governance since September 2016, when the City Manager was directed on July 16, 2016 to establish two Committees (Finance and Growth).
2. The Finance Committee and Growth Committee, since being implemented as part of the committee pilot project, have been received very favourably, while also improving Council focus, collective understanding and results.
3. The City Manager's review of the Committee structure in March 2017, which followed 6 months of assessment, indicated positive results, a desire to continue the current structure and signalled positive ambition to include other possible Committees (e.g. Public Safety, Community Services, Environment).
4. The creation of the Finance Committee and Growth Committee have not interfered with the regular reporting from agencies, boards and commissions with significant financial or operational linkage with the City but have enhanced reporting and opportunities for improvement and value to citizens.
5. Whereas staff have opportunity to make recommendations to simplify, where possible, the structure of City controlled agencies, boards and commissions the creation of a Public Safety Committee can encourage this to continue (e.g. EMO Committee eliminated and now be managed within the Public Safety Committee).
6. Public Safety Services amount to a significant sum of \$57,061,725 of the 2019 General Operating Budget. Alternatively, a property assessment of \$170,000, tax rate of \$1.785 per \$100 of assessment and property tax bill of \$3,035, would see \$1,080 go directly towards Fire & Safety Services and Police & PSSC.

Motion:

THEREFORE BE IT RESOLVED THAT:

Council direct the City Manager, to develop a plan to expand the City of Saint John Common Council Committee Structure to include a third Committee, that being a Public Safety Committee.

Respectfully Submitted,

(Received via email)

Greg Norton
Councillor Ward 1
City of Saint John



COUNCIL REPORT

M&C No.	2019-5
Report Date	January 07, 2019
Meeting Date	January 14, 2019
Service Area	Growth and Community Development Services

His Worship Mayor Don Darling and Members of Common Council

SUBJECT: Demolition of vacant, dilapidated and dangerous building at 1536 Loch Lomond Road (PID 312744)

OPEN OR CLOSED SESSION

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

AUTHORIZATION

Primary Author	Commissioner/Dept. Head	City Manager
<i>Rachel Van Wart</i>	<i>J Hamilton /A Poffenroth</i>	<i>John Collin</i>

RECOMMENDATION

RESOLVED, that the building located at 1536 Loch Lomond Road, PID# 312744, 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.

EXECUTIVE SUMMARY

The purpose of this report is to advise Council that a Notice to Comply was issued under Part 13 of the *Local Governance Act* for the building at 1536 Loch Lomond Road. The hazardous conditions outlined in the Notice have not been remedied by the owner within the required time frame and staff is looking for authorization from Council to arrange the demolition of the building.

PREVIOUS RESOLUTION

N/A

REPORT

Inspections of the property at 1536 Loch Lomond Road, PID# 312744, have revealed that there are three buildings on the premise; a single-storey, single family, wood framed house with a finished basement, a two car, wood framed garage, and a wooden shed. Staff first became aware of the property's vacancy in May 2018 and began standard enforcement procedures. The property is located in the City's East Side in a two-unit residential zone. The buildings are a hazard to the safety of the public by reason of being open, by reason of being vacant and by reason of dilapidation. The house and garage are a hazard to the safety of the public by reason of unsoundness of structural strength.

For the reasons described in the attached Inspection Report, a Notice to Comply was issued on December 4, 2018 and was posted to the building on December 5, 2018, as per section 132(3) of the *Local Governance Act* that outlines acceptable methods of service. As the property is abandoned, an Entry Warrant was required to conduct an internal inspection of the building. The Certificate of Registered Ownership lists an individual as the owner. The Notice provided the owner with 30 days to remedy the conditions at the property. The owner did not file a formal appeal and did not take remedial action to comply with the requirements of the Notice. A compliance inspection was conducted on January 7, 2019 which revealed that the conditions which gave rise to the Notice have not changed since the Notice was issued.

Attached for Council's reference is the Notice to Comply that was issued and the affidavit attesting to service on the owner via posting. Also included are photographs of the building. The *Local Governance Act* indicates that where a Notice to Comply has been issued arising from a condition where a building has become a hazard to the safety of the public by reason of dilapidation or unsoundness of structural strength, the municipality may cause the building to be demolished. As required in the Act a report from an engineer is attached, forming part of the issued Notice to Comply, and provides the evidence to the buildings' vacancy, dilapidation, unsoundness of structural strength and resulting hazard to the safety of the public. A copy of the letter advising of the Common Council Hearing date and affidavit is attached; it was sent to the owner via registered mail on December 28, 2018 and was posted to the building on January 2, 2019.

STRATEGIC ALIGNMENT

Enforcement of the *Saint John Unsightly Premises and Dangerous Buildings and Structures By-law* aligns with Council's Vibrant, Safe City priority.

SERVICE AND FINANCIAL OUTCOMES

As is written in the *Local Governance Act* that a municipality must commence in the proceedings of remedial action, approval of Common Council is required prior to starting demolition activities at the property. Total cost of the demolition work is approximated at \$10,000 and will take about 3-5 weeks before it is complete. Staff will seek competitive bidding in accordance with the City's purchasing policy and the cost of the work will be billed to the property owner. If the bill is left unpaid, it will be submitted to the Province with a request for reimbursement.

INPUT FROM OTHER SERVICE AREAS AND STAKEHOLDERS

The City Solicitor's Office provided ownership verification by obtaining the Certificate of Registered Ownership for the property. Additionally, the City Solicitor's Office registered the Notice to Comply with Service New Brunswick's Land Registry.

ATTACHMENTS

Notice to Comply
Affidavit of Posting - Notice to Comply
Affidavit of Posting - Notice of Common Council Hearing Letter
Photos

FORM 4
NOTICE TO COMPLY – DANGEROUS OR
UNSAFETY PREMISES
(Local Governance Act, S.N.B., 2017, c.18, s 132(2))

Parcel identifier:

PID #312744

Address: 1536 Loch Lomond Road, Saint John,
New Brunswick

Owner(s) or Occupier(s):

Name: Elliott, Ryan David

Address: 53 McClaren Drive, Oromocto, New
Brunswick, E2V 1L8

Local government giving notice: The City of Saint
John

By-law contravened: *Saint John Unsightly Premises
and Dangerous Buildings and Structures By-Law*, By-
law Number M-30 and amendments thereto (the “By-
law”).

Provision(s) contravened: Subsections 6(1), 6(2) and
6(3) of the By-law.

Conditions(s) that exist: The premise is unsightly by
permitting junk, rubbish, refuse and a dilapidated
building to remain on the premise. The building has
become a hazard to the safety of the public by reason of
being vacant or unoccupied and has become a hazard to
the safety of the public by reason of dilapidation and by
reason of unsoundness of structural strength. The
conditions of the building and premise are described in
Schedule “A”, a true copy of the inspection report dated
December 4, 2018 prepared by Rachel Van Wart, EIT,
By-law Enforcement Officer, reviewed and concurred in
by Amy Poffenroth, P. Eng., By-law Enforcement
Officer.

What must be done to correct the condition: The
owner is to remedy the conditions by complying with
the required remedial actions of the aforementioned
inspection report and bring the building and premises
into compliance with the aforesaid By-law.

In the event that the owner does not remedy the
condition of the building and premises in the time
prescribed by this Notice to Comply, the building may
be demolished as the corrective action to address the
hazard to the safety of the public and the premises may
be cleaned up.

In the event of demolition, all debris and items on the
premises will be disposed of as the corrective action to
address the hazard to the safety of the public.

The aforementioned remedial actions relating to the
demolition of the building and the disposal of debris and

FORMULE 4
AVIS DE CONFORMITÉ – LIEUX
DANGEREUX
OU INESTHÉTIQUES
*(Loi sur la gouvernance locale,
L.N.-B. 2017, ch. 18, par. 132(2))*

Numéro d’identification de la parcelle :

NID : 312744

Adresse : 1536, route Loch Lomond, Saint
John, Nouveau-Brunswick

Propriétaire(s) ou occupant(s) :

Nom : Elliott, Ryan David

Adresse : 53, avenue McClaren, Oromocto,
Nouveau-Brunswick, E2V 1L8

Gouvernement local signifiant l’avis : The City of
Saint John

Arrêté enfreint : *Arrêté relatif aux lieux inesthétiques
et aux bâtiments et constructions dangereux de Saint
John*, Arrêté numéro M-30, ainsi que ses
modifications ci-afférentes (l’ « Arrêté »).

Disposition(s) enfreinte(s) : Les paragraphes 6(1),
6(2) et paragraphe 6(3) de l’Arrêté.

Description de la (des) situation(s) : Les lieux sont
inesthétiques en permettant la présence de ferraille,
de débris et le bâtiment délabré. Le bâtiment
est devenu dangereuse pour la sécurité du public du
fait de son inhabitation ou de son inoccupation et est
devenu dangereuse pour la sécurité du public du fait
de son délabrement et du fait de manque de solidité.
Les conditions du bâtiment et des lieux sont décrites à
l’annexe « A », une copie conforme du rapport
d’inspection en date du 4 décembre 2018 et préparé
par Rachel Van Wart, IS, une agente chargé de
l’exécution des arrêtés municipaux, révisé et en
d’accorde avec par Amy Poffenroth, ing., une agente
chargé de l’exécution des arrêtés municipaux.

Ce qu’il y a lieu de faire pour y remédier: La
propriétaire doit restaurer les conditions en se
conformant aux recommandations du rapport
d’inspection susmentionné et d’amener le bâtiment et
les lieux en conformité avec l’Arrêté.

Dans l’éventualité que la propriétaire ne remédient pas
le bâtiment et les lieux dans le temps prescrit par le
présent avis de conformité, le bâtiment pourront être
démolis comme mesure corrective compte tenu qu’il
représente un danger pour la sécurité du public et les
lieux pourront être nettoyés.

Dans l’éventualité de demolition, tous les débris et
autres items sur les lieux seront disposés comme
mesure corrective dans le but de remédier le danger
pour la sécurité du public.

Les mesures correctives susmentionnées relativement
à la demolition du bâtiment et la disposition des débris

items on the premises do not include the carry-out clean-up, site rehabilitation, restoration of land, premises or personal property or other remedial action in order to control or reduce, eliminate the release, alter the manner of release or the release of any contaminant into or upon the environment or any part of the environment.

Date before which the condition must be corrected:¹

- a) The demolition of the building, clean-up of the property and related remedies must be complete, or plans and permit applications for repair related remedies, must be submitted: within 30 days of being served with the Notice to Comply.
- b) The repair related remedies must be complete within 120 days of being served with the Notice to Comply.

Date for giving notice of appeal: Within 14 days of being served with the Notice to Comply.

Process to appeal: The owner may within 14 days after having been served with this Notice to Comply, send a Notice of Appeal by registered mail to the Common Clerk of The City of Saint John, City Hall – 8th Floor, 15 Market Square, Saint John, New Brunswick, E2L 4L1.

Potential penalty for not complying with notice within time set out in notice:² Subsection 11(1) of the By-law states that a person who fails to comply with the terms of a Notice to Comply given under section 7 of the said By-law, commits an offence that is punishable under Part 2 of the *Provincial Offences Procedure Act* as a category F offence.

Where an offence under subsection 11(1) continues for more than one day, the minimum fine that may be imposed is the minimum fine set by the *Provincial Offences Procedure Act* for a category F offence multiplied by the number of days during which the offence continues pursuant to subparagraph 11(3)(b)(i).

et autres items sur les lieux ne comprennent pas le nettoyage, la remise en état des lieux, des terrains ou des biens personnels ou toute autre mesure corrective dans le but de contrôler ou de réduire, d'éliminer le déversement, de modifier le mode de déversement ou le déversement d'un polluant dans ou sur l'environnement ou toute partie de l'environnement.

Délai imparti pour y remédier :¹

- a) La démolition du bâtiment et le nettoyage des lieux doivent être complétés, ou à laquelle les plans et demande de permis pour les mesures des réparations, doivent être soumises, dans les 30 jours qui suivent la signification de l'avis de conformité.
- b) Les réparations reliées aux mesures doivent être complétées dans les 120 jours qui suivent la signification de l'avis de conformité.

Date limite pour donner l'avis d'appel: Dans les 14 jours qui suivent la notification de l'avis de conformité.

Processus d'appel : La propriétaire peut dans les 14 jours qui suivent la notification de l'avis de conformité, envoyé un avis d'appel par courrier recommandé à la greffière communale de la municipalité, à The City of Saint John, Édifice de l'hôtel de ville, 8^e étage, 15 Market Square, Saint John, Nouveau-Brunswick, E2L 4L1.

Peine possible en cas d'omission de se conformer aux exigences de l'avis dans le délai y imparti :² Le paragraphe 11(1) de l'Arrêté prévoit quiconque omet de se conformer aux exigences formulées dans un avis de conformité notifié aux termes de l'article 7 de ladite Arrêté, commet une infraction qui est punissable en vertu de la partie 2 de la *Loi sur la procédure applicable aux infractions provinciales* à titre d'infraction de la classe F.

Lorsqu'une infraction prévue au paragraphe 11(1) se poursuit pendant plus d'une journée, l'amende minimale qui peut être imposée est l'amende minimale prévue par la *Loi sur la procédure applicable aux infractions provinciales* pour une infraction de la classe F multipliée par le nombre de jours pendant lesquels l'infraction se poursuit conformément à l'alinéa 11(3)b)i).

Local government's authority to undertake repairs or remedy:³ Paragraphs 12(1)(a), 12(1)(b) and 12(1)(c) of the By-law state that if an owner or occupier does not comply with a Notice to Comply given under section 7 within the time set out in the said Notice, the City may, cause the premises of that owner or occupier to be cleaned up or repaired, or cause the building or other structure of that owner or occupier to be repaired or demolished. Further, subsection 12(3) of the By-law states that the cost of carrying out such work, including any associated charge or fee, is chargeable to the owner or occupier and becomes a debt due to the City.

Pouvoir du gouvernement local d'entreprendre des réparations ou de remédier à la situation :³ Conformément aux alinéas 12(1)a), 12(1)b) et 12(1)c) de l'Arrêté, si un avis de conformité a été signifié aux termes de l'article 7 de ladite Arrêté et, que le propriétaire ou l'occupant ne se conforme pas à cet avis de conformité dans le délai imparti et tel qu'il est réputé confirmé ou tel qu'il est confirmé ou modifié par un comité du conseil ou par un juge en vertu le paragraphe 12(3) de ladite Arrêté, la municipalité peut faire nettoyer ou réparer les lieux de ce propriétaire ou de cet occupant ou de faire réparer ou démolir le bâtiment ou autre construction de ce propriétaire ou de cet occupant, et les coûts afférents à l'exécution des ouvrages, y compris toute redevance ou tout droit connexe, sont mis à la charge du propriétaire ou de l'occupant et deviennent une créance de la municipalité.

Dated at Saint John the 4th **day of December, 2018.**

Fait à Saint John le ____ **décembre, 2018.**

Local government: The City of Saint John

Gouvernement locale : The City of Saint John

Signature of the officer of the local government:

Signature du fonctionnaire du gouvernement local:



Contact information of the officer of the local government:

Coordonnées du fonctionnaire du gouvernement local:

Name: Rachel Van Wart, EIT
Mailing address:

Nom : Rachel Van Wart, IS
Adresse postale:

Growth and Community Development Services

Service de la Croissance et du Développement Communautaire

The City of Saint John
15 Market Square
City Hall Building, 10th Floor
P. O. Box 1971
Saint John, New Brunswick
E2L 4L1

The City of Saint John
15 Market Square
Édifice de l'hôtel de ville, 10^e étage
Case postale 1971
Saint John (Nouveau-Brunswick)
E2L 4L1

Telephone: (506) 658-2911
E-mail: rachel.vanwart@saintjohn.ca
Fax: (506) 632-6199

Téléphone : (506) 658-2911
Adresse électronique: rachel.vanwart@saintjohn.ca
Télécopieur : (506) 632-6199

Corporate seal of the local government:



Sceau du gouvernement local

Notes:

1. All appropriate permits must be obtained. All relevant legislation must be complied with in the course of carrying out the required remedial action.
2. Payment of the fine does not alleviate the obligation to comply with the by-law, standard or notice.
3. Costs become a debt due to the local government and may be added to the joint local government and provincial Real Property Assessment and Tax Notice.

Notes :

1. Tous les permis prescrits doivent être obtenus et toute la législation pertinente doit être respectée pendant l'exécution des mesures de remédiation.
2. Le paiement de l'amende n'a pas pour effet d'annuler l'obligation de se conformer à l'arrêté, à la norme ou à l'avis.
3. Les coûts deviennent une créance du gouvernement local et peuvent être ajoutés à l'avis commun d'évaluation et d'impôt foncier des gouvernements local et provincial.

I hereby certify that this document is a true copy of the original.

INSPECTION REPORT
Schedule "A"
1536 Loch Lomond Road
Saint John, New Brunswick
PID# 312744

Dated at Saint John,
this 4th day of
December 2018.


Standards Officer

Inspection Date: November 1, 2018

Inspection Conducted by: Rachel Van Wart, EIT and Catherine Lowe, EIT

Introduction

Inspections of the property at 1536 Loch Lomond Road, PID# 312744, have revealed that there are three buildings on the premise (the "Buildings"); a single-storey, single family, wood framed house with a finished basement (the "House"), a two car, wood framed garage (the "Garage"), and a wooden shed (the "Shed"). Staff first became aware of the property's vacancy in May 2018 and began standard enforcement procedures. The property is located in the City's East Side in a two-unit residential zone. The Buildings are a hazard to the safety of the public by reason of being open, by reason of being vacant and by reason of dilapidation. The House and Garage are a hazard to the safety of the public by reason of unsoundness of structural strength.

Discussion

The Buildings are not in compliance with the *Saint John Unsightly Premises and Dangerous Buildings and Structures By-law*, By-law Number M-30, and amendments thereto (the "By-law").

Unsightly Premise Conditions

Subsection 6(1) of the By-law states:

No person shall permit premises owned or occupied by him or her to be unsightly by permitting to remain on any part of such premises

- (a) any ashes, junk, rubbish or refuse;
- (b) an accumulation of wood shavings, paper, sawdust or other residue of production or construction;
- (c) a derelict vehicle, equipment, machinery or the body of any part of a vehicle equipment or machinery, or
- (d) a dilapidated building.

1. There is an accumulation of junk, rubbish, and refuse on the property. These items include, but are not limited to; discarded children's toys, deteriorating newspapers in delivery bags, a propane tank, an office chair, rugs, a garden hose, a plastic table, garbage cans, roof shingles, sheets of plywood, glass, and other loose and bagged garbage. There is a fence to the left of the House spanning from the front of the House to the property line, and another small section at the front right of the House. The fence has a wooden frame that is deteriorated and rusted metal lattice. The aforementioned accumulation of junk, rubbish, and refuse is unsightly.
2. The House is dilapidated. The vinyl siding on the exterior of the House is discolored and cracked in some locations. The wooden trim of the House is rotten. Many windows of the House are broken, with jagged glass still in the window panes. The front deck is sagging and unsound. The rear deck is rotting, with holes and soft boards in some locations. The door leading to the basement of the House is ajar and the bottom panel of the door is missing. The glass door at the rear of the House is off the track and cannot be closed.

The Garage is dilapidated, sagging and leaning. One of the plywood sheets which covered an entrance to the garage has fallen. The metal garage door to the second entrance of the Garage is crumpled and has detached from the frame. Wall panels at the left and rear of the Garage have fallen.

The paint on the Shed is peeling. One of the doors to the Shed is missing completely while the other remains open. These conditions are unsightly.

Vacant and Unoccupied

Subsection 6(2) of the By-law states:

No person shall permit a building or other structure owned or occupied by the person to become a hazard to the safety of the public by reason of being vacant or unoccupied.

The Buildings are a hazard to the safety of the public by reason of being vacant or unoccupied for the following reasons:

1. The Buildings have been found open during multiple routine inspections and are considered to be abandoned. A Demand to Enter Letter was sent to the owner by registered mail and was picked up at the post office by the owner; however the owner did not contact this department or show up at the property on the scheduled date. This resulted in the need for an application for an entry warrant in order to assess the interior conditions of the Buildings. The front door of the House is unlocked and can easily be pushed open. The door to the basement of the House is open and will not shut. The rear sliding glass door of the House is open and off the track. The sliding glass door cannot be closed. The Garage is also not secure. In addition, the Shed door is also open. Buildings in a dilapidated condition that are known to be vacant and left open can attract vandalism, arson and criminal activity. The condition of the property affects the quality of life of neighboring properties and negatively impacts property value of real estate in the area due to negative perceptions of unsafe and deteriorating conditions. To add to the longevity of the vacancy, Saint John Energy confirmed that the power has been disconnected since July 2017.
2. There is a higher risk of a fire event occurring at the property since it may be known to the public that the Buildings are vacant. There is evidence of vandalism on the property and inside the House as many windows are broken and items are damaged. There is a neighboring single family home located at 1548 Loch Lomond Road in close proximity. If a fire event were to occur within the Building it could potentially spread to the neighboring property, causing damage to the building and endangering the lives of the occupants. Trespassers could easily cause a fire if they are smoking in the Buildings.
3. There is a concern for emergency personnel safety in the event of a fire or emergency. If firefighters suspect there may be people inside the Building, it would be reasonable to expect they may be required to enter it. The interior condition of the Building is not known to firefighters which pose a hazard to their safety and others who may be inside in the event of a fire. There is garbage and household items strewn throughout the Building. The roof in the kitchen is leaking and has caused water to pool on the floor of the kitchen. Water resting on the floor could cause the floor to become unsound and presents a slipping hazard. The basement floor is covered with mounds of deteriorated material such as paper, drywall, and insulation. There are boxes, appliances, and various other discarded bulky items in the basement which create tripping hazards. These conditions could restrict the movement or cause injury to emergency personnel should they need to gain entry into the Building.

Dilapidated Building Conditions

Subsection 6(3) of the By-law states

No person shall permit a building or other structure owned or occupied by the person to become a hazard to the safety of the public by reason of dilapidation or unsoundness of structural strength.

The Buildings are a hazard to the safety of the public by reason of dilapidation for the following reasons:

1. The exterior of the House is dilapidated. The deck on the right side of the House which provides access to the main entrance is sloped below the grade of the door and deflects under load. The deck on the left side of the House is rotten with loose boards and soft under load. There is also a hole in the deck boards, measuring approximately 1 ft by 1 ft. The doors to the House are open and accessible; the left side sliding glass door no longer closes, the right side door is unlocked and accessible and the basement door is ajar and open. The wood trim on the Building is peeling and rotten. Various windows are open and broken. There are hazardous sharp objects such as broken glass and nails around the perimeter of the property. The fence to the left of the Building and the small section to the right of the Building are dilapidated. The wood on the fence is rotten and the metal is rusted. Sections of the fence are leaning.
2. The main floor of the House is dilapidated and hazardous. There is mold on walls and ceilings. These conditions pose a respiratory hazard to anyone entering the Building. There is a large accumulation of bagged and loose garbage and household items covering the floor. The kitchen floor is covered with food containers and garbage that is rotten and water damaged. There is a leak in the roof of the kitchen which is causing water to pool on the floor. The kitchen ceiling tiles are peeling, discoloured and sagging. There is a hole in the rear wall of the House below a large picture window that is damaged, with missing drywall and insulation exposing the rotten exterior wall. There are cracks in various walls throughout the main floor of the House. One of the bedroom doors is wedged shut, however the interior of the room could partially be seen through the broken bedroom window, accessible from the left deck. The bedroom contains scattered garbage and broken children's toys.
3. The basement of the House is dilapidated. There is extensive black mold growth throughout the entire basement on numerous surfaces, which poses a respiratory hazard to anyone entering the House. Sections of basement ceiling drywall and insulation have fallen and remain lying on the floor and on top of discarded items. Water damaged paint, insulation, and drywall also hang from the basement ceiling. Discarded garbage and household items cover the floor and include boxes, magazines, various piles of decomposing paper, and other discarded items. The large volume of items presents a tripping hazard for anyone who may enter the basement. The exterior door leading to the basement is open and cannot be closed, allowing the elements into the basement. Continued exposure to water and damp conditions will cause the walls, ceilings, and items left in the basement to further deteriorate.
4. The Garage is dilapidated; the structure is leaning to the right and sagging in the center. A portion of the rear wall has detached from the rest of the structure. Numerous wall panels of the Garage are missing while others are loose and hanging. The left side Garage door opening is missing a piece of plywood, exposing discarded items and the right side metal garage door is rusted, broken and has detached from the frame of the Garage. The soffit and fascia at the front of the Garage are rotten, loose and hanging. The Garage is not protected from the elements which have caused it to deteriorate. The Garage contains many discarded items, some of which are leaning against the walls. The weight of these items could cause further wall panels to collapse.

5. The Shed is dilapidated and open to the elements as one of the front doors is missing while the other remains open. Also, the rear window of the Shed is broken. The Shed contains garbage, a lawn mower, a barbeque, and other discarded items. These items and the wooden floor of the Shed are water damaged. If left in this state the Shed will further deteriorate.

Structurally Unsound Building Conditions

Subsection 6(3) of the By-law states

No person shall permit a building or other structure owned or occupied by the person to become a hazard to the safety of the public by reason of dilapidation or unsoundness of structural strength.

The House and Garage are a hazard to the safety of the public by reason of unsoundness of structural strength for the following reasons:

1. Numerous conditions within the House indicate structural issues. The leak in the ceiling of the kitchen is severe. During the interior inspection water was actively dripping from multiple locations of the ceiling and collecting in a pool of water on the floor below. The kitchen ceiling tiles are peeling, discoloured and sagging. There is a hole in the rear wall of the House below a large picture window that is damaged, with missing drywall and insulation exposing the rotten, unsound exterior wall. There are cracks in various walls throughout the main floor of the House indicating structural movement. One of the bedroom doors is wedged shut, possibly due to movement of the House.
2. The decks on the right and left side of the House are unsound. The section of deck below the main entrance to the Building is sloped as it has fallen below the grade of the rest of the deck, nearly resting on the ground. The deck deflects under load and the deck boards are rotten and deteriorated. The deck on the left side of the House is rotten with loose boards and soft under load. There is also a hole in the deck boards, measuring approximately 1 ft by 1 ft.
3. The Garage is structurally unsound. It is leaning to the right and sagging in the center. The interior wooden beams of the Garage are sagging. Numerous wall panels have fallen from the Garage on the right, left, and rear sides. A portion of the rear wall has detached from the rest of the structure. The Garage is at risk of collapsing if it is left in this condition.

Required Remedial Actions

The owner must comply with one of the two options stated below:

Option 1: Remedy the conditions of the Buildings through all repair and remedial actions as follows:

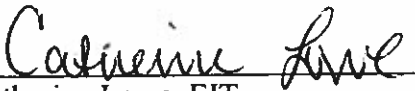
1. The Buildings must be must be completely repaired to remedy the above mentioned hazards to public safety while meeting the requirements of the *National Building Code of Canada (2010)* as well as all other applicable by-laws.
2. The Buildings must be maintained, kept secure, and monitored on a routine basis while the property remains vacant or unoccupied.
3. A detailed plan must be submitted to the Growth and Community Development Services Department of the City of Saint John (the "Department") for review and approval. The plan should also include a schedule for the work that is to be carried out. The repaired Buildings must meet the *National Building Code of Canada (2010)* as well as other applicable codes.

4. The detailed plan, including schedules and any engineering reports, must be approved by the Department prior to commencing repair work.
5. A building permit must be obtained for any and all applicable work prior to commencing said work from the City of Saint John in order to comply with the *Saint John Building By-law*, By-law Number C.P. 102 and amendments thereto (the "*Saint John Building By-law*").
6. The premise must be cleared of all debris found on the property, including any and all rubbish that may be considered hazardous or unsightly. The debris from the premise must be disposed of at an approved solid waste disposal site, in accordance with all applicable by-laws, acts and regulations. Documented proof, that clearly demonstrates an approved solid waste disposal site was used for the disposal of debris, must be provided to the Department. The premise must comply with all applicable By-laws, Acts, Codes and Regulations.


Option 2: Demolition of the Buildings and cleanup of all debris on the premise by complying with all the remedial actions as follows:

1. The Buildings must be demolished to remove the hazard to the safety of the public by reason of dilapidation and by reason of being vacant or unoccupied.
2. A demolition permit must be obtained from the City of Saint John in order to comply with the *Saint John Building By-law*.
3. The premise must be cleared of the debris from the demolition and the lot must be made reasonably level with grade so as to not create a tripping or falling hazard. All debris must be disposed of at an approved solid waste disposal site, and in accordance with all applicable By-laws, Acts and Regulations. Documented proof, that clearly demonstrates an approved solid waste disposal site was used for the disposal of debris, must be provided to the Department.
4. All debris that is currently on the premise must be removed and disposed of at an approved solid waste disposal site, and in accordance with all applicable By-laws, Acts and Regulations. Documented proof, that clearly demonstrates an approved solid waste disposal site was used for the disposal of debris, must be provided to the Department.
5. The property must be in compliance with all applicable By-laws, Acts and Regulations.

Prepared by:

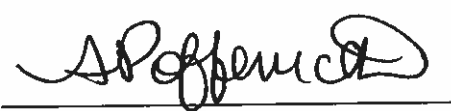

 Catherine Lowe, EIT
 Technical Services Officer
 Growth and Community Development Services

December 3, 2018
 Date


 Rachel Van Wart, EIT
 Technical Services Officer
 Growth and Community Development Services

December 3 / 18.
 Date

Reviewed by and concurred in by:



Amy Poffenroth, P. Eng., MBA
Building Inspector
Deputy Commissioner
Growth and Community Development Services

December 4, 2018

Date

CANADA
PROVINCE OF NEW BRUNSWICK
COUNTY OF SAINT JOHN

IN THE MATTER OF THE BUILDING THAT IS LOCATED AT

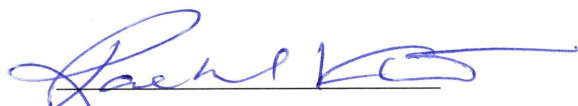
1536 Loch Lamond Road, SAINT JOHN, N.B. (PID number 312744)

AFFIDAVIT OF SERVICE

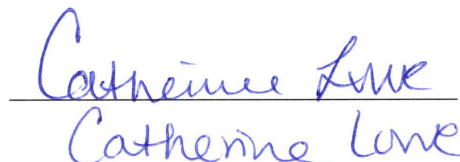
I, Catherine Love, of Saint John, N.B., Make Oath And Say As Follows:

1. I am employed by The City of Saint John in its Growth and Community Development Services Department. I have personal knowledge of the matters herein deposed except where otherwise stated.
2. On December 5, 2018, at approximately 2:48pm, I posted a copy of the attached Notice to Comply, marked Exhibit "A" and Notice of Appeal, marked Exhibit "B" to the front door of the building that is located at 1536 Loch Lamond Road, Saint John, N.B.

Sworn To before me at the
City of Saint John, N.B.,
on the 18 day of
December, 2018



RACHEL A VAN WART
COMMISSIONER OF OATHS
MY COMMISSION EXPIRES
DECEMBER 31ST, 2022



Catherine Love

FORM 4
NOTICE TO COMPLY – DANGEROUS OR
UNSAFETY PREMISES
(Local Governance Act, S.N.B., 2017, c.18, s 132(2))

This is Exhibit "A"
Referred to in the Affidavit of

Catherine Lowe

Parcel identifier:

PID #312744

Address: 1536 Loch Lomond Road, Saint John,
New Brunswick

Owner(s) or Occupier(s):

Name: Elliott, Ryan David

Address: 53 McClaren Drive, Oromocto, New
Brunswick, E2V 1L8

Local government giving notice: The City of Saint
John

By-law contravened: *Saint John Unsightly Premises
and Dangerous Buildings and Structures By-Law*, By-
law Number M-30 and amendments thereto (the "By-
law").

Provision(s) contravened: Subsections 6(1), 6(2) and
6(3) of the By-law.

Conditions(s) that exist: The premise is unsightly by
permitting junk, rubbish, refuse and a dilapidated
building to remain on the premise. The building has
become a hazard to the safety of the public by reason of
being vacant or unoccupied and has become a hazard to
the safety of the public by reason of dilapidation and by
reason of unsoundness of structural strength. The
conditions of the building and premise are described in
Schedule "A", a true copy of the inspection report dated
December 4, 2018 prepared by Rachel Van Wart, EIT,
By-law Enforcement Officer, reviewed and concurred in
by Amy Poffenroth, P. Eng., By-law Enforcement
Officer.

What must be done to correct the condition: The
owner is to remedy the conditions by complying with
the required remedial actions of the aforementioned
inspection report and bring the building and premises
into compliance with the aforesaid By-law.

In the event that the owner does not remedy the
condition of the building and premises in the time
prescribed by this Notice to Comply, the building may
be demolished as the corrective action to address the
hazard to the safety of the public and the premises may
be cleaned up.

In the event of demolition, all debris and items on the
premises will be disposed of as the corrective action to
address the hazard to the safety of the public.

The aforementioned remedial actions relating to the
demolition of the building and the disposal of debris and

FORMULE 4
AVIS DE CONFORMITÉ – LIEUX
DANGEREUX
OU INESTHÉTIQUES
*(Loi sur la gouvernance locale,
L.N.-B. 2017, ch. 18, par. 132(2))*

Numéro d'identification de la parcelle :

NID : 312744

Adresse : 1536, route Loch Lomond, Saint
John, Nouveau-Brunswick

Propriétaire(s) ou occupant(s) :

Nom : Elliott, Ryan David

Adresse : 53, avenue McClaren, Oromocto,
Nouveau-Brunswick, E2V 1L8

Gouvernement local signifiant l'avis : The City of
Saint John

Arrêté enfreint : *Arrêté relatif aux lieux inesthétiques
et aux bâtiments et constructions dangereux de Saint
John*, Arrêté numéro M-30, ainsi que ses
modifications ci-afférentes (l'« Arrêté »).

Disposition(s) enfreinte(s) : Les paragraphes 6(1),
6(2) et paragraphe 6(3) de l'Arrêté.

Description de la (des) situation(s) : Les lieux sont
inesthétiques en permettant la présence de ferraille,
de débris et le bâtiment délabré. Le bâtiment
est devenu dangereuse pour la sécurité du public du
fait de son inhabitation ou de son inoccupation et est
devenu dangereuse pour la sécurité du public du fait
de son délabrement et du fait de manque de solidité.
Les conditions du bâtiment et des lieux sont décrites à
l'annexe « A », une copie conforme du rapport
d'inspection en date du 4 décembre 2018 et préparé
par Rachel Van Wart, IS, une agente chargé de
l'exécution des arrêtés municipaux, révisé et en
d'accorde avec par Amy Poffenroth, ing., une agente
chargé de l'exécution des arrêtés municipaux.

Ce qu'il y a lieu de faire pour y remédier: La
propriétaire doit restaurer les conditions en se
conformant aux recommandations du rapport
d'inspection susmentionné et d'amener le bâtiment et
les lieux en conformité avec l'Arrêté.

Dans l'éventualité que la propriétaire ne remédient pas
le bâtiment et les lieux dans le temps prescrit par le
présent avis de conformité, le bâtiment pourront être
démolis comme mesure corrective compte tenu qu'il
représente un danger pour la sécurité du public et les
lieux pourront être nettoyés.

Dans l'éventualité de démolition, tous les débris et
autres items sur les lieux seront disposés comme
mesure corrective dans le but de remédier le danger
pour la sécurité du public.

Les mesures correctives susmentionnées relativement
à la démolition du bâtiment et la disposition des débris

items on the premises do not include the carry-out clean-up, site rehabilitation, restoration of land, premises or personal property or other remedial action in order to control or reduce, eliminate the release, alter the manner of release or the release of any contaminant into or upon the environment or any part of the environment.

Date before which the condition must be corrected:¹

- a) The demolition of the building, clean-up of the property and related remedies must be complete, or plans and permit applications for repair related remedies, must be submitted: within 30 days of being served with the Notice to Comply.
- b) The repair related remedies must be complete within 120 days of being served with the Notice to Comply.

Date for giving notice of appeal: Within 14 days of being served with the Notice to Comply.

Process to appeal: The owner may within 14 days after having been served with this Notice to Comply, send a Notice of Appeal by registered mail to the Common Clerk of The City of Saint John, City Hall – 8th Floor, 15 Market Square, Saint John, New Brunswick, E2L 4L1.

Potential penalty for not complying with notice within time set out in notice:² Subsection 11(1) of the By-law states that a person who fails to comply with the terms of a Notice to Comply given under section 7 of the said By-law, commits an offence that is punishable under Part 2 of the *Provincial Offences Procedure Act* as a category F offence.

Where an offence under subsection 11(1) continues for more than one day, the minimum fine that may be imposed is the minimum fine set by the *Provincial Offences Procedure Act* for a category F offence multiplied by the number of days during which the offence continues pursuant to subparagraph 11(3)(b)(i).

et autres items sur les lieux ne comprennent pas le nettoyage, la remise en état des lieux, des terrains ou des biens personnels ou toute autre mesure corrective dans le but de contrôler ou de réduire, d'éliminer le déversement, de modifier le mode de déversement ou le déversement d'un polluant dans ou sur l'environnement ou toute partie de l'environnement.

Délai imparti pour y remédier :¹

- a) La démolition du bâtiment et le nettoyage des lieux doivent être complétés, ou à laquelle les plans et demande de permis pour les mesures des réparations, doivent être soumises, dans les 30 jours qui suivent la signification de l'avis de conformité.
- b) Les réparations reliées aux mesures doivent être complétées dans les 120 jours qui suivent la signification de l'avis de conformité.

Date limite pour donner l'avis d'appel: Dans les 14 jours qui suivent la notification de l'avis de conformité.

Processus d'appel : La propriétaire peut dans les 14 jours qui suivent la notification de l'avis de conformité, envoyé un avis d'appel par courrier recommandé à la greffière communale de la municipalité, à The City of Saint John, Édifice de l'hôtel de ville, 8^e étage, 15 Market Square, Saint John, Nouveau-Brunswick, E2L 4L1.

Peine possible en cas d'omission de se conformer aux exigences de l'avis dans le délai y imparti :² Le paragraphe 11(1) de l'Arrêté prévoit quiconque omet de se conformer aux exigences formulées dans un avis de conformité notifié aux termes de l'article 7 de ladite Arrêté, commet une infraction qui est punissable en vertu de la partie 2 de la *Loi sur la procédure applicable aux infractions provinciales* à titre d'infraction de la classe F.

Lorsqu'une infraction prévue au paragraphe 11(1) se poursuit pendant plus d'une journée, l'amende minimale qui peut être imposée est l'amende minimale prévue par la *Loi sur la procédure applicable aux infractions provinciales* pour une infraction de la classe F multipliée par le nombre de jours pendant lesquels l'infraction se poursuit conformément à l'alinéa 11(3)(b)(i).

Local government’s authority to undertake repairs or remedy:³ Paragraphs 12(1)(a), 12(1)(b) and 12(1)(c) of the By-law state that if an owner or occupier does not comply with a Notice to Comply given under section 7 within the time set out in the said Notice, the City may, cause the premises of that owner or occupier to be cleaned up or repaired, or cause the building or other structure of that owner or occupier to be repaired or demolished. Further, subsection 12(3) of the By-law states that the cost of carrying out such work, including any associated charge or fee, is chargeable to the owner or occupier and becomes a debt due to the City.

Pouvoir du gouvernement local d’entreprendre des réparations ou de remédier à la situation :³ Conformément aux alinéas 12(1)a), 12(1)b) et 12(1)c) de l’Arrêté, si un avis de conformité a été signifié aux termes de l’article 7 de ladite Arrêté et, que le propriétaire ou l’occupant ne se conforme pas à cet avis de conformité dans le délai imparti et tel qu’il est réputé confirmé ou tel qu’il est confirmé ou modifié par un comité du conseil ou par un juge en vertu le paragraphe 12(3) de ladite Arrêté, la municipalité peut faire nettoyer ou réparer les lieux de ce propriétaire ou de cet occupant ou de faire réparer ou démolir le bâtiment ou autre construction de ce propriétaire ou de cet occupant, et les coûts afférents à l’exécution des ouvrages, y compris toute redevance ou tout droit connexe, sont mis à la charge du propriétaire ou de l’occupant et deviennent une créance de la municipalité.

Dated at Saint John the 4th day of December, 2018.

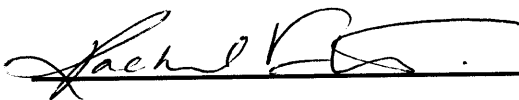
Fait à Saint John le ____ décembre, 2018.

Local government: The City of Saint John

Gouvernement locale : The City of Saint John

Signature of the officer of the local government:

Signature du fonctionnaire du gouvernement local:



Contact information of the officer of the local government:

Coordonnées du fonctionnaire du gouvernement local:

Name: Rachel Van Wart, EIT
Mailing address:

Nom : Rachel Van Wart, IS
Adresse postale:

Growth and Community Development Services

Service de la Croissance et du Développement Communautaire

The City of Saint John
15 Market Square
City Hall Building, 10th Floor
P. O. Box 1971
Saint John, New Brunswick
E2L 4L1

The City of Saint John
15 Market Square
Édifice de l’hôtel de ville, 10e étage
Case postale 1971
Saint John (Nouveau-Brunswick)
E2L 4L1

Telephone: (506) 658-2911
E-mail: rachel.vanwart@saintjohn.ca
Fax: (506) 632-6199

Téléphone : (506) 658-2911
Adresse électronique: rachel.vanwart@saintjohn.ca
Télécopieur : (506) 632-6199

Corporate seal of the local government



Sceau du gouvernement local

Notes:

1. All appropriate permits must be obtained. All relevant legislation must be complied with in the course of carrying out the required remedial action.
2. Payment of the fine does not alleviate the obligation to comply with the by-law, standard or notice.
3. Costs become a debt due to the local government and may be added to the joint local government and provincial Real Property Assessment and Tax Notice.

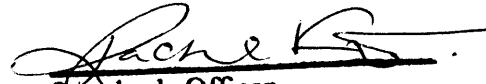
Notes :

1. Tous les permis prescrits doivent être obtenus et toute la législation pertinente doit être respectée pendant l’exécution des mesures de remédiation.
2. Le paiement de l’amende n’a pas pour effet d’annuler l’obligation de se conformer à l’arrêté, à la norme ou à l’avis.
3. Les coûts deviennent une créance du gouvernement local et peuvent être ajoutés à l’avis commun d’évaluation et d’impôt foncier des gouvernements local et provincial.

I hereby certify that this document is a true copy of the original.

**INSPECTION REPORT
Schedule "A"
1536 Loch Lomond Road
Saint John, New Brunswick
PID# 312744**

Dated at Saint John,
this 4th day of
December 2018.


Standards Officer

Inspection Date: November 1, 2018

Inspection Conducted by: Rachel Van Wart, EIT and Catherine Lowe, EIT

Introduction

Inspections of the property at 1536 Loch Lomond Road, PID# 312744, have revealed that there are three buildings on the premise (the "Buildings"); a single-storey, single family, wood framed house with a finished basement (the "House"), a two car, wood framed garage (the "Garage"), and a wooden shed (the "Shed"). Staff first became aware of the property's vacancy in May 2018 and began standard enforcement procedures. The property is located in the City's East Side in a two-unit residential zone. The Buildings are a hazard to the safety of the public by reason of being open, by reason of being vacant and by reason of dilapidation. The House and Garage are a hazard to the safety of the public by reason of unsoundness of structural strength.

Discussion

The Buildings are not in compliance with the *Saint John Unsightly Premises and Dangerous Buildings and Structures By-law*, By-law Number M-30, and amendments thereto (the "By-law").

Unsightly Premise Conditions

Subsection 6(1) of the By-law states:

No person shall permit premises owned or occupied by him or her to be unsightly by permitting to remain on any part of such premises

- (a) any ashes, junk, rubbish or refuse;
- (b) an accumulation of wood shavings, paper, sawdust or other residue of production or construction;
- (c) a derelict vehicle, equipment, machinery or the body of any part of a vehicle equipment or machinery, or
- (d) a dilapidated building.

1. There is an accumulation of junk, rubbish, and refuse on the property. These items include, but are not limited to; discarded children's toys, deteriorating newspapers in delivery bags, a propane tank, an office chair, rugs, a garden hose, a plastic table, garbage cans, roof shingles, sheets of plywood, glass, and other loose and bagged garbage. There is a fence to the left of the House spanning from the front of the House to the property line, and another small section at the front right of the House. The fence has a wooden frame that is deteriorated and rusted metal lattice. The aforementioned accumulation of junk, rubbish, and refuse is unsightly.
2. The House is dilapidated. The vinyl siding on the exterior of the House is discolored and cracked in some locations. The wooden trim of the House is rotten. Many windows of the House are broken, with jagged glass still in the window panes. The front deck is sagging and unsound. The rear deck is rotting, with holes and soft boards in some locations. The door leading to the basement of the House is ajar and the bottom panel of the door is missing. The glass door at the rear of the House is off the track and cannot be closed.

The Garage is dilapidated, sagging and leaning. One of the plywood sheets which covered an entrance to the garage has fallen. The metal garage door to the second entrance of the Garage is crumpled and has detached from the frame. Wall panels at the left and rear of the Garage have fallen.

The paint on the Shed is peeling. One of the doors to the Shed is missing completely while the other remains open. These conditions are unsightly.

Vacant and Unoccupied

Subsection 6(2) of the By-law states:

No person shall permit a building or other structure owned or occupied by the person to become a hazard to the safety of the public by reason of being vacant or unoccupied.

The Buildings are a hazard to the safety of the public by reason of being vacant or unoccupied for the following reasons:

1. The Buildings have been found open during multiple routine inspections and are considered to be abandoned. A Demand to Enter Letter was sent to the owner by registered mail and was picked up at the post office by the owner; however the owner did not contact this department or show up at the property on the scheduled date. This resulted in the need for an application for an entry warrant in order to assess the interior conditions of the Buildings. The front door of the House is unlocked and can easily be pushed open. The door to the basement of the House is open and will not shut. The rear sliding glass door of the House is open and off the track. The sliding glass door cannot be closed. The Garage is also not secure. In addition, the Shed door is also open. Buildings in a dilapidated condition that are known to be vacant and left open can attract vandalism, arson and criminal activity. The condition of the property affects the quality of life of neighboring properties and negatively impacts property value of real estate in the area due to negative perceptions of unsafe and deteriorating conditions. To add to the longevity of the vacancy, Saint John Energy confirmed that the power has been disconnected since July 2017.
2. There is a higher risk of a fire event occurring at the property since it may be known to the public that the Buildings are vacant. There is evidence of vandalism on the property and inside the House as many windows are broken and items are damaged. There is a neighboring single family home located at 1548 Loch Lomond Road in close proximity. If a fire event were to occur within the Building it could potentially spread to the neighboring property, causing damage to the building and endangering the lives of the occupants. Trespassers could easily cause a fire if they are smoking in the Buildings.
3. There is a concern for emergency personnel safety in the event of a fire or emergency. If firefighters suspect there may be people inside the Building, it would be reasonable to expect they may be required to enter it. The interior condition of the Building is not known to firefighters which pose a hazard to their safety and others who may be inside in the event of a fire. There is garbage and household items strewn throughout the Building. The roof in the kitchen is leaking and has caused water to pool on the floor of the kitchen. Water resting on the floor could cause the floor to become unsound and presents a slipping hazard. The basement floor is covered with mounds of deteriorated material such as paper, drywall, and insulation. There are boxes, appliances, and various other discarded bulky items in the basement which create tripping hazards. These conditions could restrict the movement or cause injury to emergency personnel should they need to gain entry into the Building.

Dilapidated Building Conditions

Subsection 6(3) of the By-law states

No person shall permit a building or other structure owned or occupied by the person to become a hazard to the safety of the public by reason of dilapidation or unsoundness of structural strength.

The Buildings are a hazard to the safety of the public by reason of dilapidation for the following reasons:

1. The exterior of the House is dilapidated. The deck on the right side of the House which provides access to the main entrance is sloped below the grade of the door and deflects under load. The deck on the left side of the House is rotten with loose boards and soft under load. There is also a hole in the deck boards, measuring approximately 1 ft by 1 ft. The doors to the House are open and accessible; the left side sliding glass door no longer closes, the right side door is unlocked and accessible and the basement door is ajar and open. The wood trim on the Building is peeling and rotten. Various windows are open and broken. There are hazardous sharp objects such as broken glass and nails around the perimeter of the property. The fence to the left of the Building and the small section to the right of the Building are dilapidated. The wood on the fence is rotten and the metal is rusted. Sections of the fence are leaning.
2. The main floor of the House is dilapidated and hazardous. There is mold on walls and ceilings. These conditions pose a respiratory hazard to anyone entering the Building. There is a large accumulation of bagged and loose garbage and household items covering the floor. The kitchen floor is covered with food containers and garbage that is rotten and water damaged. There is a leak in the roof of the kitchen which is causing water to pool on the floor. The kitchen ceiling tiles are peeling, discoloured and sagging. There is a hole in the rear wall of the House below a large picture window that is damaged, with missing drywall and insulation exposing the rotten exterior wall. There are cracks in various walls throughout the main floor of the House. One of the bedroom doors is wedged shut, however the interior of the room could partially be seen through the broken bedroom window, accessible from the left deck. The bedroom contains scattered garbage and broken children's toys.
3. The basement of the House is dilapidated. There is extensive black mold growth throughout the entire basement on numerous surfaces, which poses a respiratory hazard to anyone entering the House. Sections of basement ceiling drywall and insulation have fallen and remain lying on the floor and on top of discarded items. Water damaged paint, insulation, and drywall also hang from the basement ceiling. Discarded garbage and household items cover the floor and include boxes, magazines, various piles of decomposing paper, and other discarded items. The large volume of items presents a tripping hazard for anyone who may enter the basement. The exterior door leading to the basement is open and cannot be closed, allowing the elements into the basement. Continued exposure to water and damp conditions will cause the walls, ceilings, and items left in the basement to further deteriorate.
4. The Garage is dilapidated; the structure is leaning to the right and sagging in the center. A portion of the rear wall has detached from the rest of the structure. Numerous wall panels of the Garage are missing while others are loose and hanging. The left side Garage door opening is missing a piece of plywood, exposing discarded items and the right side metal garage door is rusted, broken and has detached from the frame of the Garage. The soffit and fascia at the front of the Garage are rotten, loose and hanging. The Garage is not protected from the elements which have caused it to deteriorate. The Garage contains many discarded items, some of which are leaning against the walls. The weight of these items could cause further wall panels to collapse.

5. The Shed is dilapidated and open to the elements as one of the front doors is missing while the other remains open. Also, the rear window of the Shed is broken. The Shed contains garbage, a lawn mower, a barbeque, and other discarded items. These items and the wooden floor of the Shed are water damaged. If left in this state the Shed will further deteriorate.

Structurally Unsound Building Conditions

Subsection 6(3) of the By-law states

No person shall permit a building or other structure owned or occupied by the person to become a hazard to the safety of the public by reason of dilapidation or unsoundness of structural strength.

The House and Garage are a hazard to the safety of the public by reason of unsoundness of structural strength for the following reasons:

1. Numerous conditions within the House indicate structural issues. The leak in the ceiling of the kitchen is severe. During the interior inspection water was actively dripping from multiple locations of the ceiling and collecting in a pool of water on the floor below. The kitchen ceiling tiles are peeling, discoloured and sagging. There is a hole in the rear wall of the House below a large picture window that is damaged, with missing drywall and insulation exposing the rotten, unsound exterior wall. There are cracks in various walls throughout the main floor of the House indicating structural movement. One of the bedroom doors is wedged shut, possibly due to movement of the House.
2. The decks on the right and left side of the House are unsound. The section of deck below the main entrance to the Building is sloped as it has fallen below the grade of the rest of the deck, nearly resting on the ground. The deck deflects under load and the deck boards are rotten and deteriorated. The deck on the left side of the House is rotten with loose boards and soft under load. There is also a hole in the deck boards, measuring approximately 1 ft by 1 ft.
3. The Garage is structurally unsound. It is leaning to the right and sagging in the center. The interior wooden beams of the Garage are sagging. Numerous wall panels have fallen from the Garage on the right, left, and rear sides. A portion of the rear wall has detached from the rest of the structure. The Garage is at risk of collapsing if it is left in this condition.

Required Remedial Actions

The owner must comply with one of the two options stated below:

Option 1: Remedy the conditions of the Buildings through all repair and remedial actions as follows:

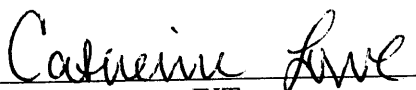
1. The Buildings must be must be completely repaired to remedy the above mentioned hazards to public safety while meeting the requirements of the *National Building Code of Canada (2010)* as well as all other applicable by-laws.
2. The Buildings must be maintained, kept secure, and monitored on a routine basis while the property remains vacant or unoccupied.
3. A detailed plan must be submitted to the Growth and Community Development Services Department of the City of Saint John (the "Department") for review and approval. The plan should also include a schedule for the work that is to be carried out. The repaired Buildings must meet the *National Building Code of Canada (2010)* as well as other applicable codes.

4. The detailed plan, including schedules and any engineering reports, must be approved by the Department prior to commencing repair work.
5. A building permit must be obtained for any and all applicable work prior to commencing said work from the City of Saint John in order to comply with the *Saint John Building By-law*, By-law Number C.P. 102 and amendments thereto (the "*Saint John Building By-law*").
6. The premise must be cleared of all debris found on the property, including any and all rubbish that may be considered hazardous or unsightly. The debris from the premise must be disposed of at an approved solid waste disposal site, in accordance with all applicable by-laws, acts and regulations. Documented proof, that clearly demonstrates an approved solid waste disposal site was used for the disposal of debris, must be provided to the Department. The premise must comply with all applicable By-laws, Acts, Codes and Regulations.

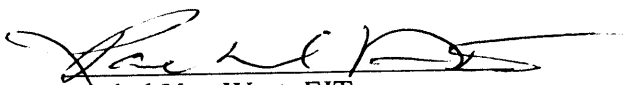
Option 2: Demolition of the Buildings and cleanup of all debris on the premise by complying with all the remedial actions as follows:

1. The Buildings must be demolished to remove the hazard to the safety of the public by reason of dilapidation and by reason of being vacant or unoccupied.
2. A demolition permit must be obtained from the City of Saint John in order to comply with the *Saint John Building By-law*.
3. The premise must be cleared of the debris from the demolition and the lot must be made reasonably level with grade so as to not create a tripping or falling hazard. All debris must be disposed of at an approved solid waste disposal site, and in accordance with all applicable By-laws, Acts and Regulations. Documented proof, that clearly demonstrates an approved solid waste disposal site was used for the disposal of debris, must be provided to the Department.
4. All debris that is currently on the premise must be removed and disposed of at an approved solid waste disposal site, and in accordance with all applicable By-laws, Acts and Regulations. Documented proof, that clearly demonstrates an approved solid waste disposal site was used for the disposal of debris, must be provided to the Department.
5. The property must be in compliance with all applicable By-laws, Acts and Regulations.

Prepared by:

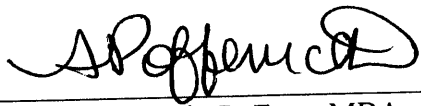

 Catherine Lowe, EIT
 Technical Services Officer
 Growth and Community Development Services

December 3, 2018
 Date


 Rachel Van Wart, EIT
 Technical Services Officer
 Growth and Community Development Services

December 3 / 18.
 Date

Reviewed by and concurred in by:



Amy Poffenroth, P. Eng., MBA
Building Inspector
Deputy Commissioner
Growth and Community Development Services

December 4, 2018

Date

This is Exhibit "B"
Referred to in the Affidavit of

Catherine Lowe

Sworn before me at the City of
Saint John, New Brunswick
the 18 day of December 2018

AVIS D'APPEL
FORMULE 1

NOTICE OF APPEAL
FORM 1
(Municipalities Act, R.S.N.B. 1973,
c. M-22, s.190.021(1))

[Signature]
Commissioner of Oaths
(Loi sur les municipalités, L.R.N.-B. de 1973,
ch. M-22, par. 190.021(1))

File No.: _____

N° du dossier : _____

BETWEEN :

ENTRE :

Appellant(s),

Appelant(s),

- and -

- et -

THE CITY OF SAINT JOHN,

THE CITY OF SAINT JOHN,

Respondent.

Intimée.

Parcel Identifier : PID #

Numéro d'identification de la parcelle : # NID

Parcel Address: _____

Adresse de la parcelle : _____

Owner(s) or Occupier(s):

Propriétaire(s) ou occupant(s) :

Name: _____

Nom : _____

Address: _____

Adresse : _____

Telephone: _____

Téléphone: _____

Name: _____

Nom : _____

Address: _____

Adresse : _____

Telephone: _____

Téléphone: _____

The above named appellant(s) is (are) not satisfied with the terms and conditions set out in the notice that has been given under section 190.011 of the *Municipalities Act* and appeals to the *Saint John Substandard Properties Appeal Committee*.

L'appelant(s) susnommé(s) n'accepte(nt) pas les modalités ou les conditions qui y sont énoncés dans l'avis qui a été notifié aux termes de l'article 190.011 de la *Loi sur les municipalités* et fait appel au *Comité d'appel des propriétés inférieures aux normes de Saint John*.

The appellant's grounds for this appeal are as follows (set out the grounds clearly but briefly):

Les motifs d'appel de l'appelant(s) dans le présent appel sont les suivants (énoncer les motifs de façon claire et concise) :

Dated at _____ the _____ day of _____, 2018.

Fait à _____ le _____ 2018.

Signature of owner or occupier

Signature du propriétaire ou l'occupant

The appellant(s) intends to proceed in the English or French language (Please check the appropriate box).

L'appelant(s) a (ont) l'intention d'utiliser la langue française ou anglaise (Veuillez cocher la case appropriée).

Please forward your Notice of Appeal by registered mail to the clerk of The City of Saint John within **fourteen (14) days** after having been given the notice at the following address:

Veuillez faire parvenir votre Avis d'appel par courrier recommandé au secrétaire de The City of Saint John dans les **quatorze (14) jours** qui suivent la notification de l'avis à l'adresse suivante :

Common Clerk's Office
15 Market Square, City Hall Building, 8th Floor
P. O. Box 1971
Saint John, New Brunswick
E2L 4L1

Bureau du greffier communal
15 Market Square, Édifice de l'hôtel de ville, 8^e étage
Case postale 1971
Saint John (Nouveau-Brunswick)
E2L 4L1

Telephone: 506-658-2862
Telecopier: 506-674-4214

Téléphone: 506-658-2862
Télécopieur: 506-674-4214

Notes:

Notes :

1. A notice that is not appealed within **fourteen (14) days** after having been given the notice shall be deemed to be confirmed.

1. Un avis dont il n'est pas interjeté appel dans les **quatorze (14) jours** qui suivent la notification de l'avis est réputée confirmée.

2. On an appeal, the *Saint John Substandard Properties Appeal Committee* shall hold a hearing into the matter at which the owner(s) or occupier(s) bringing the appeal has (have) a right to be heard and may be represented by counsel.
3. On an appeal, the *Saint John Substandard Properties Appeal Committee* may confirm, modify or rescind the notice or extend the time for complying with the notice.
4. The *Saint John Substandard Properties Appeal Committee* shall provide a copy of its decision to the owner(s) or occupier(s) of the premises, building or structure who brought the appeal within **fourteen (14) days** after making its decision.
5. The owner(s) or occupier(s) provided with a copy of a decision from the *Saint John Substandard Properties Appeal Committee* may appeal the decision to a judge of The Court of Queen's Bench of New Brunswick within **fourteen (14) days** after the copy of the decision was provided to the owner(s) or occupier(s) on the grounds that (a) the procedure required to be followed by the *Municipalities Act* was not followed, or (b) the decision is patently unreasonable.
2. Lors d'un appel, le *Comité d'appel des propriétés inférieures aux normes de Saint John* doit tenir, sur le point en litige, une audience au cours de laquelle le(s) propriétaire(s) ou l'occupant(s) qui interjette(nt) appel a (ont) le droit d'être entendu(s) et peut(vent) se faire représenter par un avocat.
3. Lors d'un appel, le *Comité d'appel des propriétés inférieures aux normes de Saint John* peut confirmer, modifier ou annuler l'avis ou proroger le délai pour s'y conformer.
4. Le *Comité d'appel des propriétés inférieures aux normes de Saint John* doit fournir une copie de sa décision au(x) propriétaire(s) ou à l'occupant(s) des lieux, du bâtiment ou de la construction qui lui a(ont) interjeté appel dans les **quatorze (14) jours** suivant la date à laquelle il a rendu sa décision.
5. Le(s) propriétaire(s) ou l'occupant(s) à qui une copie d'une décision a été fournie par le *Comité d'appel des propriétés inférieures aux normes de Saint John* peut(vent), dans les **quatorze (14) jours** qui suivent, interjeter appel de la décision devant un juge de la Cour du Banc de la Reine du Nouveau-Brunswick au motif que (a) la démarche à suivre en vertu de la *Loi sur les municipalités* n'a pas été suivie, ou (b) la décision est manifestement déraisonnable.

CANADA
PROVINCE OF NEW BRUNSWICK
COUNTY OF SAINT JOHN

IN THE MATTER OF THE BUILDING THAT IS LOCATED AT


1536 Loch Lomond Road SAINT JOHN, N.B. (PID number 312744)

AFFIDAVIT OF SERVICE

I, Catherine Lowe, of Saint John, N.B., Make Oath And Say As Follows:

1. I am employed by The City of Saint John in its Growth and Community Development Services Department. I have personal knowledge of the matters herein deposed except where otherwise stated.
2. On Jan 2, 2019, at approximately 11:13am, I posted a copy of the attached Notice of Common Council Hearing Letter, marked Exhibit "A" to the front door of the building that is located at 1536 Loch Lomond Road, Saint John, N.B.

Sworn To before me at the
City of Saint John, N.B.,
on the 7th day of January, 2019 *fl.*


RACHEL A VAN WART
COMMISSIONER OF OATHS
MY COMMISSION EXPIRES
DECEMBER 31ST, 2022

Catherine Lowe
Catherine Lowe



The City of Saint John

**Permitting & Inspection / Service des inspections et de l'application
By-Law Enforcement / Service d'Application des Arrêtés Municipaux**


**Phone / Tél: (506) 658-2911
Fax / Téléc: (506) 632-6199**

December 28, 2018

Case Number: 18-0230

REGISTERED MAIL

Ryan David Elliott
53 Maclaren Dr
Oromocto, NB
E2V 1L8

This is Exhibit "A"
Referred to in the Affidavit of
Catherine Howe
Sworn before me at the City of
Saint John, New Brunswick
the 7 day of January 2019

Commissioner of Oaths

NOTICE OF COMMON COUNCIL HEARING

Dear Sir:

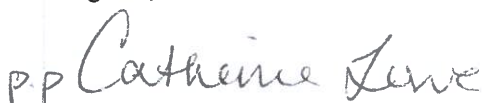
Re: 1536 Loch Lomond Rd, PID # 00312744
Dangerous and Vacant Building Program

On December 4, 2018, a Notice to Comply was issued for the above mentioned property which required remedial action to bring the building and premises into compliance with the *Saint John Unsightly Premises and Dangerous Buildings and Structures By-law*. The Notice to Comply was posted on the said property on December 5, 2018.

The fourteen (14) days appeal period has now expired. Therefore, a compliance inspection will be carried out on January 7, 2019. If the property is not in compliance with the aforesaid By-law at the time of the inspection, City Staff will be attending the Common Council meeting scheduled on January 14, 2019 at 6:00p.m. to recommend that the building be demolished because it has become a hazard to the safety of the public by reason of dilapidation or by reason of unsoundness of structural strength. Please be advised that at this meeting, you can present evidence that the building is not dilapidated or structurally unsound; however, note that this meeting will be your only opportunity to do so.

If you have any questions, don't hesitate to contact me at (506) 658-2911.

Regards,



Rachel Van Wart, EIT
Technical Services Officer

cc: Bayview Credit Union Limited - Saint John, NB
Royal Bank of Canada - Oromocto, NB
Bank of Montreal - Montreal, QC



SAINT JOHN

P.O. Box 1971
Saint John, NB
Canada E2L 4L1

C.P. 1971
Saint John, N.-B.
Canada E2L 4L1

www.saintjohn.ca



1536 Loch Lomond Road, Saint John, New Brunswick
PID# 312744



2019-01-07, 12:21 PM

1536 Loch Lomond Road, Saint John, New Brunswick
PID# 312744



118
1536 Loch Lomond Road, Saint John, New Brunswick
PID# 312744



119
1536 Loch Lomond Road, Saint John, New Brunswick
PID# 312744



1536 Loch Lomond Road, Saint John, New Brunswick
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PID# 312744



1536 Loch Lomond Road, Saint John, New Brunswick
PID# 312744

COUNCIL REPORT

M&C No.	2019-06
Report Date	January 09, 2019
Meeting Date	January 14, 2019
Service Area	Transportation and Environment Services

His Worship Mayor Don Darling and Members of Common Council

SUBJECT: Winter Management Plan Overview

OPEN OR CLOSED SESSION

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

AUTHORIZATION

Primary Author	Commissioner/Dept. Head	City Manager
<i>Jeff Hussey</i>	<i>Mike Hugenholtz</i>	<i>John Collin</i>

RECOMMENDATION

It is recommended that Council receive for information this report.

EXECUTIVE SUMMARY

The Winter Management Plan is a document developed by staff to manage the service levels during and after a winter storm event. The plan outline the minimum service levels objectives and allow staff to measure their effectiveness during the winter season.

The snow, ice, sleet, freezing rain, rain and fluctuating temperatures of Saint John winters can produce public safety concerns of varying degrees. These varying weather conditions coupled with our hilly terrain and coastal weather influences can impact the traveling public on both our public streets and sidewalks.

The resource allocations and standards outlined in this Winter Management Plan for Streets and Sidewalks are intended to keep the community functional through the winter months. The intent of the Plan is to coordinate winter preparations, organize resources and guide operational protocols for servicing our public streets and sidewalks, under widely varying conditions.

The success of this plan depends on the community working together. Ultimately, success means the public sharing in the responsibility, working with the City and having realistic expectations of winter service.

PREVIOUS RESOLUTION

N/A

REPORT

The Winter Management Plan is reviewed annually and is subject to amendment as our needs, service levels, weather conditions and technology change over time. This report in particular will focus on the service level objectives, the outcomes for winter 2017-2018 season and operational initiatives.

The Winter Management Plan breaks down the City streets into 4 priority levels:

1. Arterial streets, highway connections, emergency routes
2. Major bus routes, schools, community centers, business districts
3. Collector streets, minor bus routes, industrial parks
4. Local or subdivision streets

These street priorities are used to determine the appropriate level of service during and post winter storm events.

The focus of City resources during a winter snow storm event is to provide safe passage for the traveling public on our street and sidewalks. These service levels change slightly depending on the type of weather event we are experiencing at the time.

During a winter snow storm event our objective for streets is to plow off accumulated snow off the travel lanes of the streets to allow basic accessibility for emergency vehicles and the traveling public with our focus on priority 1 and 2 streets. The applications of de-icing and/or abrasive materials are reserved for specific location such as intersections and steep hills. Depending on the weather event, i.e. how much accumulation/hr, will depend on whether or not we can service all our priorities (1 thru 4) for streets.

During a winter snow storm event our objective for sidewalks is to plow or blow accumulated snow off priority 1 and 2 sidewalks to provide a minimum level of pedestrian passage. Priority 3 and 4 sidewalks are typically dealt with after the storm event has ended.

After a winter snow storm event has ended our objectives change for both streets and sidewalks. Our focus is now on plowing remaining snow off travel lanes to ensure basic traveling public movement. Once all streets have received this basic level of accessibility the crews will then focus on pushing back to widen the travel lanes and open drainage basins. Application of de-icing and/or abrasive materials will accompany the push back operation and be applied as required based on conditions and priority.

Our focus for sidewalks is to plow or blow accumulated snow for all designated serviceable sidewalks (61% of our total inventory) and apply de-icing or abrasive materials as necessary.

Once the winter snow storm event has ended the City starts measuring specific service levels that are time related. These service level measurements are typically gathered for a winter storm event 10cm or more of snow.

The service level measurables for streets post storm event are:

- Priority 1/2:
 - 8 hours after end of storm - travel lanes passable; and
 - 48 hours after end of storm – travel lanes pushed back and appropriate anti-icing material applied.
- Priority 3/4:
 - 12 hours after end of storm - travel lanes passable; and
 - 72/96 hours after end of storm - travel lanes pushed back and appropriate anti icing material applied.

The service level measurables for sidewalks post storm event are:

- Priority 1:
 - 12 hours after end of storm – basic pedestrian passage
 - 48 hours after end of storm - walking surface with salt or sand applied at least once.
- Priority 2/3:
 - 24 hours after end of storm – basic pedestrian passage
 - 3 days after end of storm - walking surface with salt or sand applied at least once.
- Priority 4:
 - 72 hours after end of storm - pedestrian passage
 - 4 days after end of storm - walking surface with salt or sand applied at least once.

Sidewalk service levels cannot mirror (in practical terms of time, consistency and quality) what is possible on streets. This reflects the physical characteristics of sidewalks (limited width and lack of direct drainage), effects of pedestrian traffic versus vehicles, and limitations of sidewalk equipment. Service expectations need to be tempered; severity of weather is a much more determinant of sidewalk conditions.

Storm severity, temperature fluctuations, localized conditions and successive storms will limit or prevent attainment of our stated objectives for both streets and sidewalks.

Outcomes From 2017-2018 Season

The winter season for 2017-2018 brought 6 recordable storm events to our City. The review of the data collected during this season is as follows:

Storm severity index is the measure of how impactful the particular storm event was on our community. The Storm Severity Index is a scale for 0 to 100 and incorporates variable such as accumulation, type of precipitation, temperature fluctuations and wind speed. The average Storm Severity Index for 2017-2018

was 46. Many of the storms involved changing precipitation and large temperature fluctuations.

The service level measures were met 87% of the time for streets and 81% of the time for sidewalks. This is due to the fluctuating temperature and mix precipitation that the region received last season. The wet damp conditions that were present combined with deep freeze temperature drops were ideal for ice buildup on both our streets and sidewalks. This affected our ability to maintain our infrastructure within our outlined time lines.

Winter Asphalt Maintenance

With a winter season with fluctuating temperatures brings cycles of freeze and thaw for our road base. This impacts not only the road surface with an increase in pot holes but also the underground infrastructure, specifically water breaks.

During the winter the City purchased approximately 250 tons of cold mix asphalt for maintenance of pot holes and utility cuts. This included approximately 630 potholes and approximately 54 utility cut of varying sizes.

Snow Removal

Snow and ice removal operations involve a combination of internal and contracted resources to remove (truck away) accumulated snow from the street rights-of-way. The City removed 76 loads for the South Central Peninsula during this winter season. This number is low due to the scale of the snow event the region had in conjunction with the mild temperatures that facilitated significant melting.

Parking Bans

The City has 2 different parking bans during the winter season; The South Central Peninsula (SCP) parking ban and the North East West (NEW) parking ban. The Motor Vehicle Act permits the municipality to prohibit on-street parking without a traffic control device (sign), providing the restriction is for purposes of winter snow control and does not extend beyond the midnight to 7 am time period. Parking Bans are declared for the safe operation of snow clearing in various parts of the City. There were 2 SCP parking bans call last season and no NEW parking bans. There were 194 parking tickets issued and 12 cars towed.

Inventory Adjustment

There were two adjustments to the streets and sidewalks serviceable inventory during this season. Staff added a section of sidewalk the Coast Gard parking lot to Market Square. Birch Hill Lane was removed for the serviceable streets list as it was a private road that was receiving service in error.

New Department Led Initiatives

Brine Usage

The City purchased two brine plants in 2015 and adjusted the specifications for plow equipment to ensure that all newly purchased equipment is coming brine ready. The objective of brine is to reduce overall salt consumption while sustaining a high level of service.

Straight salt is only effective until -7 to -10 degrees C. Straight Brine Freezes at -21 degrees C and when applied to salt, called pre-wetting, it becomes effective until -15 degrees C. Pre-wetting helps keep 80% of salt on the road as it tends to make the salt sticky and thus when applied to the road surface it stays in place rather than bouncing off to the edge of the road.

Anti-icing is the process of applying liquid brine directly to the road surface. This application can be done up to 48 hours prior to an upcoming storm event. As the liquid brine dries it crystalizes on the road surface. The moisture from a storm event reactivates the brine and prevents snow and ice from sticking to the road surface and thus reduces anchor ice and starts melting snow and ice on contact. The City currently has one Anti-icing truck in its fleet. We have ordered two of our new tandem plow trucks with the capability of performing anti-icing.

Live Edge technology

The blades of a live edge plow follow the curvature and contour of the roads and allows for up to 60% more material to be scrapped from the surface thus leaving less snow and ice to be treated with de-icing materials. The use of Live Edge plows should reduce plow maintenance costs, and salt and sand consumption required to meet our service levels.

Citizen Education, Engagement & Customer Service

The significant changes to the Winter Management Plan in 2009 were followed by a number of 'Open Houses' for the public to learn of the new service levels and priorities. Since the original plan was adopted by Common Council in 2009, any required annual updates, such as changes to priorities, sidewalks serviced, etc., have been reported to Council. In more recent years, there have not been any significant changes to the plan that require Council approval.

Due to a number of inquiries about service level standards in recent weeks, staff feel there is sufficient need for an annual presentation to Council on the Winter Management Plan at the start of each winter season. This will be done in conjunction with the City's annual media session organized to help remind citizens of the Plan and ensure that current service standards and public expectations are aligned.

Since the introduction of the Winter Management Plan, the City has carried out substantial public awareness campaigns to educate citizens on details of the plan. The campaigns have included web and social media content, signage, radio and print ads, direct mail pieces, news releases, and other public notifications. The communications material has provided information on alternate side parking and on-street rules, overnight parking bans, maps and listings of priority streets and sidewalks, and other details of the Winter Management Plan. The plan is available on the City's website. Staff continue to work on various other education materials, including infographics and interactive maps, to enhance citizen awareness and understanding.

Specific inquiries from citizens, or work requests related to winter operations, can be directed to our customer service team at 658-4455. Calls are answered 24/7 and customer service staff are able to communicate any service requests to management or frontline staff as appropriate.

STRATEGIC ALIGNMENT

This report aligns with Council's priority for valued service delivery

SERVICE AND FINANCIAL OUTCOMES

N/A

INPUT FROM OTHER SERVICE AREAS AND STAKEHOLDERS

N/A

ATTACHMENTS

Winter Management Plan



WINTER MANAGEMENT PLAN FOR STREETS AND SIDEWALKS

CITY OF SAINT JOHN
TRANSPORTATION & ENVIRONMENT
SERVICES

OCTOBER 2018

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**PLAN OVERVIEW: SHARED RESPONSIBILITY**

PURPOSE Canadian winters bring a host of wonders and challenges; affecting our individual outlooks, shifting our activities and disrupting our routines. The snow, ice, sleet, freezing rain, rain and fluctuating temperatures of Saint John winters also produce public safety emergencies of varying degrees which impact users of public streets and sidewalks; conditions accentuated by hilly terrain and coastal weather influences.

The resource allocations and standards outlined in this ***Winter Management Plan for Streets and Sidewalks*** are intended to keep the community functional through the winter months. The intent of the ***Plan*** is to coordinate winter preparations, organize resources and guide operational protocols for servicing our public streets and sidewalks, under widely varying conditions.

Effectiveness of winter service activities depends on the community working together. Ultimately, success means the public sharing in responsibility, working with the City and having realistic expectations of winter service. **On its part, the City must “connect” with the public** and understand needs, where service is effective and where improvements need to be made.

Appendix “A” outlines challenges associated with winter services.

SEVEN PRINCIPLES **Public safety first** ... public safety is always foremost
Manage the Plan ... plan winter operations; manage to the ***Plan***
Evaluate ... understand conditions when deploying resources
Entire storm ... manage winter conditions over days and weeks
Consistency ... strive to deliver expected service levels
Resources ... resource levels are set through budget allocations
Citizens ... property owners and others have obligations

CLIENT BASE The community, its services, institutions and commerce are impacted:

- ▶ 67,575 citizens, other pedestrians, commuters and motorists;
- ▶ Public transit system and its users;
- ▶ Emergency services – ambulance, fire, police;
- ▶ Public institutions – schools, hospitals, university, colleges; and
- ▶ Neighbourhoods, transportation companies, utility agencies, commercial enterprises and affiliate jurisdictions (NBDOT).



STREET PRIORITY	<p>A service level priority structure forms the basis for winter operations:</p> <ol style="list-style-type: none">1. Arterial streets, highway connections, emergency routes;2. Major bus routes, schools, community centres, business districts;3. Collector streets, minor bus routes, industrial parks; and4. Local or subdivision streets.
ACCOUNTABILITY	Commissioner, Transportation and Environment Service (T&ES)
RESPONSIBILITY	Deputy Commissioner, T&ES is responsible to the Commissioner for execution and continuous improvement of this <i>Plan</i> .
PLAN ACTIVITIES	<p>This <i>Plan</i> comprises a series of interrelated activities, in 12 parts:</p> <ol style="list-style-type: none">1. <u>ENGAGING THE PUBLIC</u>: to maintain a shared dialogue with the public on services, neighbourhood collaboration and winter conditions;2. <u>COORDINATION OF WINTER OPERATIONS</u>: to provide effective coordination of service activities and liaison with the public during storm events;3. <u>STREET PLOWING</u>: to maintain safe passage and the usability of public streets during and after adverse winter weather conditions;4. <u>WINTER SIDEWALKS</u>: to maintain safe pedestrian access and usability of designated sidewalks and walkways throughout the winter season;5. <u>SALT MANAGEMENT</u>: to optimize supply and usage of road salt and other winter materials while minimizing their environmental impact;6. <u>SNOW AND ICE REMOVAL</u>: to expand access of pedestrians and vehicles by removing accumulated snow from the public rights-of-way;7. <u>MAINTAINING STREET RIGHT-OF-WAY</u>: to ensure availability of the rights-of-way for safe and efficient movement of pedestrians and vehicles;8. <u>EQUIPMENT RESOURCES AND FACILITIES</u>: to optimize use of winter service resources through preparation, operator care and timely repair;9. <u>WINTER DRAINAGE</u>: to keep drainage systems open and functional, and ready for periods of rainfall, mild temperatures and snow/ice melt;10. <u>WINTER ASPHALT MAINTENANCE</u>: to provide emergency repair of street defects and potholes for roadway safety and winter driveability;11. <u>RESPONSIBILITIES AND REPORTING</u>: to clearly delineate responsibilities and reporting protocols for effective winter operations and service; and12. <u>TRAINING AND PLAN ADMINISTRATION</u>: to ensure overall readiness for winter operations and continuous improvement of this <i>Plan</i>.

**PART 1: ENGAGING THE PUBLIC**

PURPOSE To maintain a shared dialogue with the public on services, neighbourhood collaboration and winter conditions.

COOPERATION The success of winter operations depends very much on the public sharing responsibility in mitigating the effects of winter conditions and having realistic expectations of municipal service. The cooperation and assistance of citizens, businesses and property owners is key to **achieving the underlying goal of a “liveable winter city”**. True success will be realized through a collaborative effort of stakeholders, working together to reduce hazards, assist neighbours and minimize costs.

The City will be responsive to the concerns and issues of citizens; to understand where service is effective and where greater emphasis needs to be given.

EMPHASIS Our public information activities will emphasize:

- ▶ Establishing a constructive community dialogue on the notion of a **“liveable winter city”**;
- ▶ Promoting joint responsibility for desired outcomes;
- ▶ Encouraging citizens to clear snow and ice from neighbourhood fire hydrants, walkways and catch basins, and to prevent extra snow being dumped or pushed onto sidewalks and the street right-of-way;
- ▶ Presenting Reports to Council, preparing briefing packages, and being available to the media to provide updates;
- ▶ Participating in neighbourhood or ward meetings, and establishing a dialogue with community groups and organizations;
- ▶ Inspecting and giving notice of right-of-way obstructions, travel lane restrictions and other impediments to winter service;
- ▶ Communicating on policies and by-laws, and their enforcement;
- ▶ Encouraging businesses to clear ice and snow from their building frontage and adjacent sidewalk; and
- ▶ Connecting with property owners and private snow plowing contractors to ensure By-Law provisions concerning the public right-of-way are respected; reminding them of their responsibility to not dump or push snow onto sidewalks and streets.



INFORMATION	<p>The model for public information shall include public service advisories (PSAs) in advance of storm events, regular updates during significant winter emergencies, and a designated spokesperson available to the media.</p> <p>The public needs to understand the many variables that affect snow and ice control, including equipment availability, snowfall accumulations, temperatures, wind conditions, type of precipitation (i.e. freezing rain or plain snow), and the time of day the precipitation occurs. Clean-up times will vary depending upon severity of conditions and priority of street.</p> <p>Additional staff shall be assigned to take calls during significant storm events and our Customer Service Desk will relay citizen concerns directly to plowing / sanding operation Foremen.</p>
LIABILITY	<p>Exposure to liability is a reality of municipal service delivery. As such, careful attention will be paid to the service parameters set out in this Plan. The City's exposure to liability is controlled when the Plan is followed and services are delivered as consistently as possible.</p>
EXPECTATIONS	<p>The City of Saint John, the community and individual citizens need to appreciate the realities of winter conditions in an era of climate change and the challenges inherent to mitigating these conditions. We need to further temper expectations in line with the severity of winter weather events and the resources available to counter these events.</p> <p>"Best" outcomes are realized when "shared responsibility" for mitigating winter conditions become a way of life; ingrained in the community's psyche.</p>
RESPONSIBILITY	<p>Deputy Commissioner: establish public information protocols and provide human resources for public information activities.</p> <p>Communications: establish public information protocols, support public information activities, and coordinate media liaison.</p>

PART 2: COORDINATION OF WINTER OPERATIONS

PURPOSE To provide effective coordination of service activities and liaison with the public during storm events.

WOC A **Winter Operations Centre** (WOC) will be activated by the Deputy Commissioner for each significant winter emergency that meets the criteria outlined in the Winter Operations Centre Activation Standard Operating Procedure. When activated, the WOC coordinates the overall operational response, keeps municipal officials informed and liaises with the public. When activated, the WOC will remain in place until the recovery phase after the storm event.

The Customer Service Desk forms part of the WOC.

Working with Corporate Communications, the WOC will provide regular information updates, disseminated to the Commissioner, the City Manager, the Mayor and Council, the media as well as the general public. The City of Saint John website and e-mail notifications (for parking bans) will be used.

INFORMATION Timely and informative communications to the local media and the general public is vital during snow and ice control operations, and in follow-up thereto. This **Plan** has made public information an essential priority for winter operations; maintained throughout the winter season.

COORDINATION Coordination activities include the following:

- ▶ The **Winter Management Plan for Streets and Sidewalks** (the **Plan**) shall be updated by October 31st of each year;
- ▶ Training sessions on the **Plan** for all Municipal Operations staff by the end of November each year;
- ▶ Full equipment readiness inspection by the end of November each year;
- ▶ Winter operations mode into effect on the second Sunday of November;
- ▶ Ongoing public notifications concerning South Central and North-East-West (NEW) overnight parking bans, weather warnings, PSAs, and other information necessary for service coordination;
- ▶ Winter Operations Centre (WOC) will be established for all significant winter storm emergencies;



- ▶ Operations shall be conducted in accordance with this **Plan**, with necessary field direction and operational adjustments as directed by the Deputy Commissioner or designate; and
- ▶ Operational managers, foremen and operators shall maintain ongoing coordination of operations and service activities.

WEBSITE The **Winter Management Plan for Streets and Sidewalks** shall be posted on the City website and include information on routing and street priorities and winter parking restrictions.

REMINDERS **"Winter Safety Reminders"** shall be conveyed to the public prior to the winter season.

STORM SEVERITY Storm temperatures, severity and successive storms will limit or preclude attainment of objectives, and severely restrict our capacity to clear ice/snow-pack from street and sidewalk surfaces.

RESPONSIBILITY **Deputy Commissioner:** activated the WOC if warranted.

Manager: staff the WOC and provide updates, direct operations, prioritize activities, and assist in drafting PSAs.

Foreman: coordinate with operational managers and equipment operators, and provide updates to the WOC.

Operator: report on field conditions and status of assigned route.

Customer Service Desk: provide contact with public and assistance to the WOC.

Communications: coordinate media liaison and information updates.

**PART 3: STREET PLOWING**

PURPOSE To maintain safe passage and the usability of public streets during and after adverse winter weather conditions

CONTENT Plowing activities during a snow storm are:

- ▶ Plow accumulated snow off the travelled lanes of public streets to facilitate basic accessibility for emergency vehicle movement; and
- ▶ Apply de-icing (salt pre-wetted with brine solution) and abrasive (mix) materials in strategic locations on street (i.e. intersections, steep hills etc.) to facilitate vehicle traction and safety of movement.

Plowing activities post snow storm are:

- ▶ Plow remaining snow off the travelled lanes of public streets to ensure basic traffic movement;
- ▶ Push back snow to widen travel lanes, open drainage courses/basins to facilitate safe travel and maneuvering; and
- ▶ Apply de-icing (salt pre-wetted with brine solution) and abrasive (mix) materials as required per particular street priority.

PRIORITIES The structure of priorities forms the basis for all winter operations. Generally, plowing operations focus on Priority 1 and 2 streets first; then move to Priority 3 and 4 streets. The Priority descriptions are:

1. Arterial streets, highway connections, emergency routes;
2. Major bus routes, schools, community centres, business districts;
3. Collector streets, minor bus routes, industrial parks; and
4. Local or subdivision streets.

OBJECTIVES* A summary of street priority objectives during a snow storm are:

Create a basic level of accessibility on **the City's** Priority 1 and 2 type streets to accommodate emergency service vehicles.

A summary of street priority objectives post snow storm are:

Priority 1/2: 8 hours after end of storm - travel lanes passable; and
48 hours after end of storm - travel lanes pushed back and
appropriate anti-icing material applied.

Priority 3/4: 12 hours after end of storm - travel lanes passable; and
72/96 hours after end of storm - travel lanes pushed back
and appropriate anti icing material applied.

Storm severity, temperature fluctuations, localized conditions and
successive storms will limit or prevent attainment of our stated
objectives.

PLOW ROUTES

City streets are organized into 30 winter plow routes which are:

ROUTE DESCRIPTION	AREA
Foster Thurston / Milledgeville (East)	North
Milledgeville (West)	North
Mount Pleasant Area	North
North End / Sandy Point Road	North
Old North / Douglas Avenue Area	North
Main St. / Millidge / Somerset / Chesley Drive	North
One Mile / Peninsula Loop	South/North
South Central Peninsula / Uptown	South
South Peninsula / Waterloo Village	South
Loch Lomond from Hickey – and subdivision	East
Champlain / Eastwood (Heather Way)	East
Loch Lomond from Eldersely to end	East
Golden Grove / Churchland / Hillcrest	East
Westmorland Road / Rothesay Avenue Area	East
Rothesay Ave / Rothesay Road / Drury Cove	East
Old Black/Bayside / Latimore / Elderdale	East
Old East / Bayside Drive	East
Red Head Road to Mispec – and subdivisions	East
Silverwood / Forest Hills / Glen Falls	East
Dever Road / Milford and Randolph areas	West
Fundy Heights	West
Greendale / Quinten Heights / Scotiaview	West
Lower West / Main Street West	West
Lower West / Riverview Drive	West
Manawagonish / Fairville / Catherwood areas	West
Sand Cove road / Bleury / Wilson Area	West



Westfield Road / Martinon Area	West
Westfield Road / Bay Street Area	West
Westgate / Islandview area	West
Lorneville / Ocean Westway / Bay / Westfield	West

RESPONSIBILITY **Manager:** program delivery and performance in area of jurisdiction.

Foreman: level of service, resource usage in snow management zones.

Operator: plow route efficiently/effectively; use materials carefully.

MEASURES Percentage of kilometres plowed to the service level objective(s) as per the calculated storm severity index; and

 Cost per street kilometre serviced (calculated annually).



PART 4: WINTER SIDEWALKS

PURPOSE To maintain safe pedestrian access and usability of designated sidewalks and walkways throughout the winter season.

CONTENT Only the designated sidewalks in each priority grouping will be serviced in accordance with the objectives set out below; other sidewalks will not be serviced.

Sidewalk plowing or snow blowing activities during a snow storm are:

- ▶ Plow or blow accumulated snow off Priority 1 and 2 sidewalks for minimal pedestrian passage.

Sidewalk plowing or blowing activities post snow storm are:

- ▶ Plow or blow accumulated snow off of all designated sidewalks; and
- ▶ Subject to Priority, one to four days after the storm, apply winter de-icing and/or abrasives materials (treated sand or salt) to sidewalk surfaces.

PRIORITIES The structure of priorities forms the basis for all winter operations. Generally sidewalk plowing / blowing operations focus on Priority 1 and 2 sidewalks first; then move to Priority 3 and 4 sidewalks. The Priority descriptions are:

1. Major retail areas and major Saint John Transit bus stops;
2. Immediate school areas;
3. Remaining arterial streets; and
4. Remaining local or subdivision streets.

OBJECTIVES* Priority objectives during snow storm are:

Create a basic level of accessibility **on the City's** Priority 1 and 2 sidewalks, for the purpose of emergency services.

Priority objectives post snow storm are:

Priority 1: 12 hours after end of storm – basic pedestrian passage
Within 48 hours after end of storm – walking surface with salt or sand applied at least once.

Priority 2/3: 24 hours after end of storm – basic pedestrian passage
Within 3 days after end of storm – walking surface with salt or sand applied at least once.

Priority 4: 72 hours after end of storm – pedestrian passage
Within 4 days after end of storm – walking surface with salt or sand applied at least once.

Storm severity, temperature fluctuations, localized conditions and successive storms will limit or prevent attainment of our stated objectives.

SIDEWALKS

Sidewalk service levels cannot mirror (in practical terms of time, consistency and quality) what is possible on streets. This reflects the physical characteristics of sidewalks (limited width and lack of direct drainage), effects of pedestrian traffic versus vehicles, and limitations of sidewalk equipment. Service expectations need to be tempered; severity of weather is a much more determinant of sidewalk conditions.

Of the City's 372.2 kilometres of sidewalk, 229 or 61.5% are designated for winter service. Resource limits make it impossible to provide consistent and satisfactory service to the entire inventory.

S/W ROUTES

Winter sidewalk operations are organized into 13 sidewalk plow routes; each assigned a primary sidewalk equipment unit and operator. Winter sidewalk route maps are attached hereto.

ROUTE	SERVICING AREA	KM SERVICED
South 1	Old East and North of Union	21.2 km
South 2	SC Peninsula (NW quadrant)	10.3 km
South 3	SC Peninsula (NE quadrant)	14.6 km
South 4	SC Peninsula (South quadrants)	17.6 km
East 1	Glen Falls, Golden Grove	19.1 km
East 2	Loch Lomond, Champlain Hts	18.1 km
East 3	Rothsay Ave, Westmorland	18.9 km
North 1	University Ave, Millidgeville	15.2 km
North 2	Old North End, Douglas, Chesley	17.1 km
North 3	Wellesley Avenue	13.8 km
North 4	Mount Pleasant, Sandy Point	19.4 km
West 1	Sand Cove, Fairville Blvd.	21.5 km



	West 2	Lower West	24.1 km
	West 3	Manchester, Dever, Westfield Rd.	16.7 km
SNOW REMOVAL	Heavy and successive snowfalls and general accumulation may result in the need to remove snow (blow and/or truck away) from sidewalks. Sidewalk snow removal will be integrated with general snow removal operations, in accordance with the structure of priorities.		
RESPONSIBILITY	Manager: program delivery and performance in area of jurisdiction. Foreman: level of service, resource usage in snow management zones. Operator: service route efficiently/effectively; use materials carefully.		
MEASURES	Percentage of kilometres plowed to service level objective at the calculated storm severity index; and Cost per sidewalk kilometre serviced (calculated annually).		



PART 5: SNOW AND ICE REMOVAL

PURPOSE	To enhance pedestrian and vehicle movements by removing accumulated snow from the travelled portion of the street rights-of-way.
CONTENT	<p>Snow and ice removal operations involve a combination of internal and contracted resources to remove (truck away) accumulated snow from the street rights-of-way. Activities are:</p> <ul style="list-style-type: none">▶ Inspect and report on snow accumulation, identify critical areas;▶ Free blow or remove snow/ice from designated streets and sidewalks as determine needed by operations staff;▶ Site, operate and manage snow dumps in strategic locations; and▶ Remove snow/ice build-up along sidewalk and gutter lines as temperatures warm up.
RESPONSIBILITY	<p>Deputy Commissioner: initiate snow removal operations.</p> <p>Manager: establish snow removal plans, organize resources, report.</p> <p>Foreman: supervise operations, effective use of resources, report.</p> <p>Operator: operate equipment efficiently and effectively, report.</p>
MEASURES	<p>Kilometres serviced to service level objective;</p> <p>Loads removed and cost of removal by per load.</p>

**PART 6: SALT MANAGEMENT**

PURPOSE	<p>To optimize supply and usage of road salt and other winter materials while minimizing their environmental impact.</p> <ul style="list-style-type: none">▶ To control consumption of road salt through effective management, without compromising public safety; and▶ To ensure an adequate supply of winter materials are available at all times throughout the winter season.
MATERIALS	<p>The primary de-icing material is road salt (sodium chloride NaCl); a proven, cost effective solution for our climate. When applied to streets with light snow accumulation or ice, salt will melt the snow or ice; facilitating easier removal.</p> <p>Pre-wetting salt with brine solution, immediately prior to application, increases the effectiveness of road salt. Pre-wetting also enhances adhesion so that the salt material stays on the road surface.</p> <p>Road Salt is effective to about -10 to -12°C. Below -10 to -12°C, pre-wetted salt can be used. Pre-wetted salt is effective approximately -15°C. An alternative to using salt in when temperatures are below -10 to -12°C is a sand/salt mix (3-5:1 sand-salt ratio) is used to enhance traction. Sand provides an abrasive quality while salt inhibits freezing prior to application and provides some ice melting upon application.</p> <p>Anti-icing is the application of brine that remains on a surface and continues to delay the formation and reformation of ice for a certain period of time and prevents adhesion of ice to the asphalt to make mechanical removal easier. Anti-icing typically is not performed during a snow event but rather up to 48 hours in advance of a snow event.</p> <p>Sand/salt mix is used as the primary de-icing/traction material on rural roads and on all roads when temperatures are below the effective activation range for salt and/or brine.</p> <p>Other products or methods are continuously evaluated and, where operationally and cost effective, will be considered for use.</p>
SUPPLY/DEMAND	<p>Road salt is in high demand during the winter season and supplies are limited; therefore careful usage of this commodity is an important part of the winter management strategy.</p>



WEATHER	<p>Weather plays an important role in determining the type and amount of material that is appropriate for a given situation. Temperature trends and type/amount of precipitation are key factors.</p> <p>Storm/temperature severity and successive storms will affect usage levels and can limit effectiveness of salt and restrict the capacity to de-ice streets and sidewalks.</p>
CONSUMPTION	<p>Average annual consumption of materials over last five years:</p> <ul style="list-style-type: none">▶ Road Salt 12,963 metric tons (MT)▶ Abrasive Sand 2,915 metric tons (MT)
FACILITIES	<p>Salt and sand/salt mix are stored in two weather-protected municipal facilities. Each building has an asphalt floor to prevent leaching into the environment and to reduce exposure of the material to moisture.</p> <ul style="list-style-type: none">▶ McAllister Drive Facility: 8,000 Metric Ton capacity shed▶ Bay Street Facility: 13,500 Metric Ton capacity structure
PRE-SEASON	<p>Supplies of sand and salt are replenished annually by November 10th.</p>
MANAGING USE	<p>Foremen, operators and staff undergo training on the use of de-icing materials.</p>
SALT BRINE	<p>Salt brine shall be produced at the McAllister Drive and Bay Street facilities. An adequate supply shall be available to support operations.</p>
USAGE CONTROL	<p>Forecasted weather plays an important role in determining the ongoing impact of de-icing materials.</p> <p>Excessive salt usage is expensive and can affect the environment, while too much sand creates sewer and clean-up problems.</p> <p>Equipment is kept in good operating condition. Spreading equipment shall be thoroughly inspected and calibrated prior to the winter season. Operators inspect equipment daily throughout the winter to ensure equipment is in running order.</p>
TRAINING	<p>Annual information sessions are held to update operators on the application of winter de-icing materials. This is conducted at or around shift change in conjunction with best practices for snow-plowing and other operational strategies.</p>



RESPONSIBILITY	<p>Manager: manages material inventory, re-order points and usage.</p> <p>Foreman: preparation/mixing, storage, allocations and usage.</p> <p>Operator: care of equipment, operability and usage.</p> <p>Purchasing: supply agreements, order in accordance with procedures.</p>
MEASURES	<p>Usage and cost by kilometre serviced (calculated annually);</p> <p>Available inventories monitored on regular basis.</p>

PART 7: MAINTAINING STREET RIGHT-OF-WAY

PURPOSE	<p>To ensure availability of the street right-of-way (R-O-W) for safe and efficient movement of pedestrians and vehicles.</p>
PUBLIC R-O-W	<p>The street right-of-way (R-O-W) is intended to provide space for public infrastructure and the movement of people, goods and vehicles. The travelled portion of the R-O-W must be clear of ice and snow, to a sufficient width to:</p> <ul style="list-style-type: none">▶ Meet winter streets and pedestrian service objectives;▶ Support emergency and utility services;▶ Provide for street drainage; and▶ Facilitate safe, effective movement of pedestrians and vehicles. <p>Outside of the travelled portion of the R-O-W, curbs/gutters or shoulders define the edge of travelled portion of the ROW; directing rain water and snow melt to catch basins, storm sewers or ditches.</p> <p>Medians and other R-O-W space also provide essential storage capacity for placement of snow and ice pushed back from streets and sidewalks.</p> <p>It is essential that clear priority be given to maintaining the intended purposes of the street R-O-W. Failure to do this will mean undue limitations on winter service effectiveness and avoidable costs.</p>
BY-LAWS	<p>Policies and by-law provisions for traffic, on-street parking, and street or sidewalk obstructions are designed to enhance effectiveness of service delivery and helps control service costs.</p>

Appendix “E” includes municipal by-laws that help the City deal with the circumstances, persons or objects that compromise its ability to clear streets and sidewalks of snow and to re-establish the functions of the street R-O-W in winter conditions.

OBSTRUCTION

Section 30.1 of *A By-Law Relating to the Public Streets in the City of Saint John and to Prevent Nuisances in the Said City* provides that:

“No person shall place, put, throw, deposit or sweep upon the paved or main-travelled portion of any street or a sidewalk, or cause to be placed, put, thrown, deposited or swept upon the paved or main-travelled portion of any street or a sidewalk, any snow or ice”.

Penalties for violations are prescribed in the *By-Law*.

PARKING

Vehicles parked or abandoned on City streets during the winter seriously disrupt service and create hazards for public safety. Parked cars interfere with emergency vehicles, impede buses and passengers, make clearance of snow from the right-of-way virtually impossible and increase costs. Service cannot be effective or operations efficient when plows or snow removal equipment must try to navigate around parked obstacles. For quality and cost-effective maintenance of winter streets and sidewalks, on-street parking needs to be restricted during the winter months.

Section 113(5) of the *Motor Vehicle Act* permits the municipality to prohibit on-street parking without a traffic control device (sign), providing the restriction is for purposes of winter snow control and does not extend beyond the midnight to 7 am time period.

Appendix “D” details *Winter Street Parking Restrictions* that prohibit parking on all municipal streets.

SUSTAINABILITY

Achieving consistent winter service standards across the community, at reasonable cost to taxpayers, depends on streets being free of parked vehicles and other impediments to service. Available off-street parking space must be fully utilized to free vehicle clogged streets. Taxpayers should not be expected to subsidize those owners who do not make adequate provision for parking. Service inefficiencies and added costs can be avoided.

**PART 8: EQUIPMENT RESOURCES AND FACILITIES**

PURPOSE To optimize use of winter service resources through preparation, operator care and timely repair.

EQUIPMENT Winter services require dedication of heavy equipment. Maintaining the operational availability of these resources is critical to the service:

- ▶ Heavy trucks equipped with front plows and spreader units;
- ▶ Heavy trucks equipped with front and wing plows;
- ▶ Light trucks (1 tons) equipped with front plows;
- ▶ Graders equipped with plows and wings;
- ▶ Loaders equipped with front plows and wings;
- ▶ Loaders equipped with front plows only;
- ▶ Yard loaders with front buckets only;
- ▶ Bulldozer for the snow disposal facility;
- ▶ Heavy snow blowers (attachments for above loaders);
- ▶ Wheeled (Trackless) sidewalk units with attachments;
- ▶ Tracked (Bombardier) sidewalk units with attachments;
- ▶ Heavy truck to provide material support to sidewalk units;
- ▶ Light truck to provide material support to sidewalk units;
- ▶ Backhoes (for winter drainage support);
- ▶ MasterVac unit (for winter drainage support);
- ▶ Asphalt recycling machines (for winter asphalt maintenance); and
- ▶ Various light equipment and vehicles for support and supervision.

FACILITIES The following facilities support winter service operations:

- ▶ MUNICIPAL OPERATIONS & ENGINEERING COMPLEX (175 ROTHESAY AVENUE) Winter Operations Centre (WOC), with Resource Desk for inquiries and support; and staging for plow routes and some sidewalk units;
- ▶ MCALLISTER DRIVE: Staging for plow routes and some sidewalk units; salt, brine and sand management facility; and storage site for supplies;
- ▶ BAY STREET (MATERIALS BUILDING): Salt, brine and sand management facility;



	<ul style="list-style-type: none">▶ <u>MANAWAGONISH ROAD</u>: Staging for plow routes and some sidewalk units and storage site for supplies;▶ <u>BOARS HEAD ROAD</u>: Staging for most sidewalk units, and sidewalk support vehicles; and▶ <u>SNOW DISPOSAL FACILITIES</u>: Locations for dumping of the snow and ice removed from City streets – Sydney Street (South Central Peninsula) Bayside Drive and Bay Street (contractor).
SUPPLIES	Winter supplies include: cutting edges for plows, tire chains; cold mix for pothole patching; propane for asphalt recycling equipment; and calcium chloride for thawing frozen catch basins.
OTHER	Contracted resources are also used, including: hired tandem trucks and dump trailers for snow removal; loaders with front plows for several plow routes; and bulldozers for maintenance of snow dumps.
READINESS	<p>A summary of equipment care and readiness activities are:</p> <ul style="list-style-type: none">▶ Preventive maintenance servicing and MVI for all winter equipment completed as required;▶ Contract resource specifications advertised by August 31st;▶ Inventory of supplies and orders placed by October 1st;▶ Spreader control systems checked and calibrated as required;▶ Winter tires inspected, ordered and installed by November 15th;▶ Heavy equipment, truck bodies and plow attachments are repaired and painted as required; and▶ Thorough interior/exterior cleaning/washing after every snow event.
RESPONSIBILITY	<p>Manager: assigned fleet, inspect, arrange contract resources.</p> <p>Foreman: preparedness and servicing of assigned fleet resources.</p> <p>Operator: inspect, clean and wash, report required servicing/repair.</p> <p>Fleet Services: preventive maintenance and timely repairs.</p>
MEASURES	<p>Equipment availability rate: by section and overall fleet;</p> <p>Incidents of equipment downtime greater than 12 hours;</p> <p>Cleanliness of equipment and documented walk-around inspections.</p>



PART 9: WINTER DRAINAGE

PURPOSE	To keep drainage systems open, functional and ready for periods of rainfall, mild temperatures and snow/ice melt.
CONTENT	<p>A summary of winter drainage activities are:</p> <ul style="list-style-type: none">▶ Inspect, remediate and mark all key drainage points prior to the winter season;▶ Minimize build-up of snow and ice at catch basins and system inlets and outlets;▶ Inspect all key catch basins and storm system inlets weekly over the winter season;▶ Remove ice and snow from key catch basins and storm system inlets during periods between winter storms;▶ Steam frozen culverts; apply de-icing materials to frozen catch basins and stormwater laterals; and▶ Respond to localized flooding and clear compromised drainage systems.
OBJECTIVES	<p>Key catch basins and storm system inlets open and operational during periods of precipitation and mild temperatures (snow/ice melt).</p> <p>Program effectiveness tied to snow and ice removal and demanding drainage issues in some snow management zones.</p> <p>Storm/temperature severity and freeze/thaw fluctuations will impact drainage and could limit effectiveness of mitigation measures.</p>
RESPONSIBILITY	<p>Manager: organize general program deployment.</p> <p>Foreman: coordinate inspections, record, direct crews.</p> <p>Drainage Crews: service key drainage points as directed.</p> <p>Customer Service Desk: enter requests for service.</p> <p>Municipal Engineering: identify winter drainage infrastructure issues.</p>
MEASURES	<p>Record of drainage inspections;</p> <p>Percentage of identified drainage issues addressed; and</p> <p>Percentage of key catch basins/storm inlets open.</p>

**PART 10:** WINTER ASPHALT MAINTENANCE

PURPOSE	To provide emergency repair of street defects and potholes for roadway safety and winter driveability.
CONTENT	<p>A summary of winter asphalt maintenance activities:</p> <ul style="list-style-type: none">▶ When applicable inspect street system to identify surface defects and potholes resulting from alternating freeze thaw cycles in the road base and vehicular traffic;▶ Receive requests for service and organize action response to reported road defects;▶ Deploy crews to make emergency (temporary) street surface repairs with cold mix asphalt or recycled hot mix;▶ Issue public notices and media advisories on road conditions during freeze/thaw cycles.
OBJECTIVES	<p>Service response by priority based on need:</p> <ol style="list-style-type: none">1: Arterial streets, highway connections, emergency routes;2: Major bus routes, schools, community centres, business districts;3: Collector streets, minor bus routes, industrial parks; and4: Local or subdivision streets. <p>Storm/temperature severity, successive storms and snow removal needs will impact our ability to undertake emergency asphalt repairs.</p>
RESPONSIBILITY	<p>Manager: organize and prioritize asphalt repair activities.</p> <p>Foreman: coordinate inspection, recording and repairs.</p> <p>Maintenance Crews: carry out repairs using appropriate materials.</p> <p>Customer Service Desk: enter service requests.</p>
MEASURES	<p>Recorded street system inspections:</p> <p>Number of calls for service acted upon; and</p> <p>Number of days between pothole reported and pothole repaired.</p>

PART 11: RESPONSIBILITIES AND REPORTING

PURPOSE	To clearly delineate responsibilities and reporting protocols for effective winter operations and service.
COMMISSIONER	The Commissioner shall approve the <i>Winter Management Plan for Streets and Sidewalks</i> and oversee delivery of associated services, and report issues and outcomes to the City Manager and Common Council.
DEPUTY COMM.	The Deputy Commissioner is responsible to the Commissioner for winter operations and execution of this <i>Plan</i> .

MANAGERS RESPONSIBILITIES

Managers are responsible for:

- ▶ Service delivery within his/her area of responsibility;
- ▶ Recommending human resource and equipment requirements, and assigning those resources;
- ▶ Managing inventory of anti-icing, de-icing and abrasive materials and other supplies such as cutting edges, tire chains and cold mix;
- ▶ Coordinating and sharing of resources with other areas;
- ▶ Proper use, maintenance and inspection of equipment;
- ▶ Monitoring of work progress and quality control;
- ▶ Scheduling of crews, including call-ins and overtime;
- ▶ Reporting progress and other information to key stakeholders; and
- ▶ Annual training of staff on this *Plan*.

REPORTING

Managers shall report to the Deputy Commissioner on:

- ▶ Plow / Sidewalks route completion;
- ▶ Exceptions (rights-of-ways which could not be cleared due to restrictions such as parked cars or excessive snow);
- ▶ Equipment and personnel availability; and
- ▶ Trouble spots and areas where conditions are unusually bad.



FOREMEN

RESPONSIBILITIES

Foremen play a vital role during snow events by coordinating activities in the field. They provide firsthand information to their manager or the Winter Operations Centre regarding conditions, changing weather and equipment status.

Reporting to the Manager, each Foreman is responsible for:

- ▶ Ensuring that operations are carried out safely, efficiently and in accordance with this *Plan*;
- ▶ Preparing personnel for winter operations by reviewing routes, assigned equipment and reviewing procedures;
- ▶ Maintaining an accurate call out roster;
- ▶ Calling in their crew as authorized during a winter event;
- ▶ Updating the applicable winter call-in list(s);
- ▶ Reacting to changing conditions during snow events by reassigning personnel and resources where required;
- ▶ Proper use, maintenance and care of equipment;
- ▶ Monitoring work progress and performing quality control checks;
- ▶ Control of working hours and productivity of individual operators;
- ▶ Reporting progress and other information to the Manager and/or the Winter Operations Centre, depending on circumstances;
- ▶ Adherence to safety and standard operating procedures; and
- ▶ Participating in annual training/exercises in preparation for winter.

REPORTING

Foremen are responsible for tracking the progress of their operators and reporting to the Manager or the Winter Operations Centre, as required, on the following:

- ▶ Snow event response (sanding/salting; plowing and push back);
- ▶ Route completion, estimated from individual operator progress reports;
- ▶ Exceptions (right of ways that could not be plowed due to restrictions such as parked cars or excessive snow and ice);
- ▶ Equipment and personnel availability; and

- ▶ Trouble spots (areas where conditions are unusually bad and might affect traffic flow).

OPERATORS

RESPONSIBILITIES

Operators are directly engaged in service delivery to citizens. Using their training, experience and judgment, they are expected to respond to ever changing circumstances to provide best service at all times.

Each operator is responsible to the foreman for:

- ▶ Learning his/her assigned route, including street priorities and levels of service;
- ▶ Performing and documenting pre/post vehicle operation checks, ensuring that accessories such as flashlights, shovels, signs and PPE are available;
- ▶ Operating equipment in a safe, efficient manner;
- ▶ Proper use, maintenance and care of assigned equipment; and
- ▶ Monitoring and reporting on route progress.

REPORTING

Operators shall report on the following to their foremen:

- ▶ Completion status of his/her route;
- ▶ Equipment damage or deficiencies as soon as possible;
- ▶ Problematic issues including vehicles and illegally dumped snow blocking access;
- ▶ Accidents or incidents; and
- ▶ Any changes in local street or weather conditions.

WOC

Upon activation of the WOC the Deputy Commissioner will monitor operational progress during the storm. Members of staff involved in snow response have a role to play in ensuring complete and accurate status reporting.

The public shall be kept informed throughout the event. The WOC shall provide a spokesperson for the media and communiqués for the public through Corporate Communications.

The WOC shall maintain liaison with Fleet and Materials Management regarding supplies, equipment status and repair priorities.



PART 12: TRAINING AND PLAN ADMINISTRATION

PURPOSE	To ensure overall readiness for winter operations and continuous improvement of this <i>Plan</i> .
RESPONSIBILITY	The Deputy Commissioner is responsible to the Commissioner for the administration and continuous improvement of the <i>Winter Management Plan for Streets and Sidewalks</i> , including coordination of staff training and exercises related thereto.
ANNUAL REVIEW	Overall effectiveness of the <i>Plan</i> and its various components shall be reviewed and updated annually before October 31 st .
TRAINING	<p>Training on the <i>Plan</i> shall provide management and operators with an understanding of service standards and performance expectations over the winter season and prepare Municipal Operations for delivery of essential winter street maintenance and sidewalk services.</p> <p>All staff employed in the delivery of winter street maintenance and sidewalk services shall complete this training and participate in an annual refresher seminar.</p>