



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

Tuesday, April 23, 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.

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18.	Adjournment	



**City of Saint John  
Common Council Meeting  
Tuesday, April 23, 2019**

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**Committee of the Whole**

**1. Call to Order**

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

Each of the following items, either in whole or in part, is able to be discussed in private pursuant to the provisions of subsection 68(1) of the Local Governance Act and Council / Committee will make a decision(s) in that respect in Open Session:

**4:30 p.m., 8<sup>th</sup> Floor Boardroom, City Hall**

- 1.1 Approval of Minutes 68(1)
- 1.2 Financial Matter 68(1)(c)
- 1.3 Employment Matter 68(1)(j)
- 1.4 Financial Matter 68(1)(c)
- 1.5 Financial Matter 68(1)(c)



**Ville de Saint John  
Séance du conseil communal  
Mardi 23 avril 2019  
18 h**

**Salle du conseil communal (salle Ludlow), au 8<sup>e</sup> étage de l'hôtel de ville**

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**Comité plénier**

**1. Ouverture de la séance**

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

Chacun des points suivants, en totalité ou en partie, peut faire l'objet d'une discussion en privé en vertu des dispositions prévues au paragraphe 68(1) de la *Loi sur la gouvernance locale*. Le conseil/comité prendra une ou des décisions à cet égard au cours de la séance publique :

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

- 1.1 Approbation du procès-verbal 68(1)
- 1.2 Questions financières 68(1)(c)
- 1.3 Questions relatives à l'emploi 68(1)(j)
- 1.4 Questions financières 68(1)(c)
- 1.5 Questions financières 68(1)(c)

**Séance ordinaire**

**1. Ouverture de la séance**

**2. Approbation du procès-verbal**

- 2.1 Procès-verbal du 8 avril 2019

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

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

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

- 5.1 Date d'audience publique proposée – 49, promenade Noel et 1008, chemin Latimore Lake (recommandation dans le rapport)
- 5.2 Soumission 2019-681001T – Phosphate pour le contrôle de la corrosion (recommandation dans le rapport)

- 5.3 Accord de licence pour l'unité mobile BeaverTails (recommandation dans le rapport)
- 5.4 Accord de licence pour l'unité mobile d'alimentation Fog Cutter inc. (recommandation dans le rapport)
- 5.5 Évaluations de l'état d'un immeuble (EEL) et vérifications de rendement énergétique (VRE) des installations municipales et de traitement des eaux (recommandation dans le rapport)
- 5.6 Démolition du site de la Garde côtière – Phase II (recommandation dans le rapport)
- 5.7 Entente CanaDon – P.R.O. Kids – Ville de Saint John (recommandation dans le rapport)
- 5.8 Contrat 2019-02 : rue Mecklembourg (de la rue Sydney à la rue Wentworth) – Renouvellement du réseau d'aqueduc, d'égouts sanitaires et pluviaux et reconstruction de la rue (recommandation du rapport)
- 5.9 Province du Nouveau-Brunswick – Programme d'aide à la gestion des cerfs nuisibles (recommandation : Recevoir pour information)

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

## **7. Proclamation**

- 7.1 Mois de sensibilisation à la maladie de Lyme – Mai 2019
- 7.2 Jour de deuil – 28 avril 2019

## **8. Délégations et présentations**

- 8.1 Commission des services régionaux de Fundy – The Coastal Link Trail

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

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

- 10.1 Modification et accord au sujet du règlement sur la limitation de poids (3<sup>e</sup> lecture)
- 10.2 40, chemin Mountain View – Rapport supplémentaire
  - 10.2.1 Modification au plan municipal – 40, chemin Mountain View (3<sup>e</sup> lecture)
  - 10.2.2 Modification au règlement de zonage – 40, chemin Mountain View (3<sup>e</sup> lecture) avec conditions de l'article 59
- 10.3 Modification au règlement de zonage – 86 et 88, rue Regent (3<sup>e</sup> lecture) avec conditions de l'article 59

- 10.4 Modification au règlement de zonage – 175, rue Hilyard (3<sup>e</sup> lecture) avec conditions de l'article 59

## **11. Interventions des membres du conseil**

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

- 12.1 Mise à jour des initiatives d'amélioration continue
- 12.2 Démolition d'un bâtiment vacant, délabré et dangereux au 22, rue Belgrave (PID 55222624)
- 12.3 Évaluation des politiques d'incitation au développement urbain et de subvention à l'embellissement urbain

## **13. Rapports déposés par les comités**

- 13.1 Plan de travail pour la croissance de 2019
- 13.2 Partenariat local en matière d'immigration de Saint-Jean
- 13.3 Demande de fonds de réserve de croissance – Programme pour les bâtiments dangereux et vacants
- 13.4 Modifications au budget et à la politique du Programme de subventions du patrimoine

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

## **15. Correspondance générale**

- 15.1 Demande d'achat de billets – Déjeuner 2019 de l'Hospice Sunflower
- 15.2 Demande d'achat de billets – Souper de collecte de fonds annuel P.R.O. Kids
- 15.3 Demande d'achat de billets – Taste of the Maritimes

## **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  
APRIL 8, 2019 AT 6:00 PM  
IN THE COUNCIL CHAMBER

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Present: Presiding Officer 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

Absent: Mayor Don Darling  
Councillor Ward 4 David Merrithew  
Councillor Ward 4 Ray Strowbridge

Also Present: City Manager J. Collin  
Deputy City Manager N. Jacobsen  
City Solicitor J. Nugent  
Police Chief B. Connell  
Fire Chief K. Clifford  
Commissioner Growth and Community Development J. Hamilton  
Comptroller C. Graham  
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**

The Deputy Mayor recognized three members of the City Fire Department who will receive the Certificate of Courage Award in May for distinguished service for saving a life at a fire on Waterloo Street:

- Captain Karl Conrad
- Lieutenant Scott Goguen
- Lieutenant Trevor Price

**2. Approval of Minutes**

**2.1 Minutes of March 25, 2019**

Moved by Councillor Sullivan, seconded by Councillor Norton:

RESOLVED that the minutes of the meeting of Common Council, held on March 25, 2019, be approved.

MOTION CARRIED.

**3. Approval of Agenda**

Moved by Councillor Sullivan, seconded by Councillor Norton:

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

- 16.1 Continuous Improvement Initiatives Update
- 16.2 Ticket Purchase Request - May Day Dinner
- 17.1 Sale of City Owned Property off Mecklenburg Street

MOTION CARRIED.

**4. Disclosures of Conflict of Interest**

City Solicitor J. Nugent declared a conflict with item 5.10 Asphalt testing services.

The City Solicitor withdrew from the meeting.

**5. Consent Agenda**

5.1 That the Town of Hampton Letter re Regional Arena Collaboration be received for information.

5.2 That as recommended by the City Manager in the submitted report *M&C 2019-73: Summer Arena Bulk Rental Agreement Amendment*, Common Council authorize the

Mayor and Common Clerk to execute the license agreement between the City of Saint John and 707990 N.B. Inc. as attached to M&C 2019–73.

5.3 That as recommended by the City Manager in the submitted report *M&C 2019-82: Special Events License Application for P.R.O. Kids Dickie Crossman Hockey Tournament*, Common Council grant George Georgoudis, on behalf of Vito's Restaurant, permission to apply for a Special Events permit with the Province of New Brunswick to serve alcohol out of the warming area of the Hilton Belyea Arena on the dates of April 18-20<sup>th</sup>, 2019 in support of the Annual Dickie Crossman Hockey Tournament.

5.4 That as recommended by the City Manager in the submitted report *M&C 2019-61: Software Renewal - ClearRisk*, Common Council direct the Mayor and Common Clerk to execute the submitted ClearRisk renewal.

5.5 That as recommended by the City Manager in the submitted report *M&C 2019-71: License Agreement with Saint John Arts Centre for Mural Project*,

1. The City enters into a License agreement with Saint John Arts Centre for \$1.00 to grant its agents, employees, partners and contractors access to and use a portion of the building facade at civic #20 Peel Plaza, being a portion of PID Numbers 37499 and 37481, for the mural creation, subject to the following terms and conditions:
  - a. the License shall commence on June 1, 2019 and conclude at 11:59 pm (local time) on July 31, 2019;
  - b. that Saint John Arts Centre shall, at no expense to the Licensor, obtain and maintain in full force and effect during the entire term of this Licence, a Commercial General Liability Insurance policy with policy limits of not less than five million dollars (\$5,000,000.00) inclusive per occurrence for bodily injury and property damage; which policy shall name the City as an additional insured and shall contain a cross-liability clause; and
  - c. all damages, cost, claims, demands, actions, suits or other proceedings by whomsoever claimed, made, brought or prosecuted in any manner and whether in respect of property owned by others or in the Licensee does hereby indemnify and save harmless the Licensor from respect of damage sustained by others based upon or arising out of or in connection with the use of the Licensed Area.
2. That the Mayor and Common Clerk be authorized to execute the License Agreement.



5.6 That as recommended by the City Manager in the submitted report *M&C 2019-76: Tender for Asphaltic Concrete Mixes*, the seasonal tender for the supply of asphaltic concrete mixes be awarded as follow:

- Pre Construction Season (start of plant til May 5, 2019) - NRB Construction Company Ltd.
- Construction Season (May 6 to November 8, 2019) - NRB Construction Company Ltd.
- Post Construction Season (November 9, 2019 to plant close) - Galbraith Construction Ltd.

5.7 That as recommended by the City Manager in the submitted report *M&C 2019-78: Contract No. 2019-16 Asphalt Resurfacing 2019*, the contract be awarded to the low Tenderer, Galbraith Construction Ltd., at the tendered price of \$5,886,959.54 (including HST) as calculated based upon estimated quantities, and further that the Mayor and Common Clerk be authorized to execute the necessary contract documents.

5.8 That the submitted report *M&C 2019-79: 2019 Roadway Construction Projects*, be received for information.

5.9 That as recommended by the City Manager in the submitted report *M&C 2019-80: City Market Tower – Phase 2 Interior Renovations and Fit-Up*, the tender submitted by Eclipse Construction Services Ltd., for the City Market Tower Phase 2 Interior Renovations and Fit-Up, in the amount of \$3,162,806.30 plus HST be accepted. Further to the base tender amount, it is recommended that a contingency allowance be carried for this project in the amount of \$158,140.32 plus HST, for a total project cost of \$3,320,946.62 plus HST. Additionally, it is recommended that the Mayor and Common Clerk be authorized to execute the necessary contract documents.

5.10 That as recommended by the City Manager in the submitted report *M&C 2019-77: Materials Testing and Construction Inspections Services for 2019 and 2020*, the proposal from Gemtec Consulting Engineers and Scientists Limited, for Material Testing and Construction Inspection Services for 2019 and 2020 in the amount of \$683,660.05 including HST be accepted and that the Mayor and Common Clerk be authorized to execute the appropriate documentation in that regard.

5.11 That the submitted report *M&C 2019-69: Public Information Session: Mecklenburg Street (Sydney Street to Wentworth Street)*, be received for information.

5.12 That the submitted report *M&C 2019-70: Public Information Session: Wentworth Street (Union Street to Elliot Row) - Water Sanitary and Storm Sewer Renewal and Street Reconstruction*, be received for information.

5.13 That as recommended by the City Manager in the submitted report *M&C 2019-67: Engineering Services: Prospect Street West – Sanitary Lift Station & Sewer Improvements*, the proposal from Crandall Engineering Ltd., for engineering design and

construction management services for the Prospect Street West – Sanitary Lift Station & Sewer Improvements project in the amount of \$82,000.75 including HST be accepted and that the Mayor and Common Clerk be authorized to execute the appropriate documentation in that regard.

5.14 That the New Brunswick Dental Society Letter re Municipal Water Fluoridation be received for information.

Moved by Councillor Sullivan, seconded by Councillor Norton:  
RESOLVED that the recommendation set out in each consent agenda item respectively be adopted.

MOTION CARRIED UNANIMOUSLY.

The City Solicitor re-entered the meeting.

## **6. Members Comments**

Council members commented on various community events.

## **7. Proclamations**

### **7.1 National Public Safety Telecommunications Week – April 14 to 20, 2019**

The Mayor declared April 14<sup>th</sup> to 20<sup>th</sup>, 2019 as “National Public Safety Telecommunications Week”.

## **8. Delegations/Presentations**

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

### **9.1 Proposed Zoning ByLaw Amendment with Planning Advisory Committee report recommending Amendment – 86-88 Regent Street**

The Common Clerk advised that the necessary advertising was completed with regard to amending Schedule “A”, the Zoning Map of The City of Saint John, by re-zoning a parcel of land having an area of approximately 727 square metres, located at 86 and 88 Regent Street, also identified as PID Numbers 00343178 and 55233597 from Neighbourhood Community Facility (CFN) to Two-Unit Residential (R2), with no written objections received.

Consideration was also given to a report from the Planning Advisory Committee submitting a copy of Planning staff’s report considered at its March 26, 2019 meeting at

which the Committee recommended the rezoning of a parcel of land located at 86 and 88 Regent Street as described above.

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

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

Moved by Councillor Sullivan, seconded by Councillor MacKenzie:

RESOLVED that the by-law entitled, "A Law to Amend the Zoning By-Law of the City of Saint John" amending Schedule "A", the Zoning Map of The City of Saint John, by re-zoning a parcel of land having an area of approximately 727 square metres, located at 86 and 88 Regent Street, also identified as PID Numbers 00343178 and 55233597 from Neighbourhood Community Facility (CFN) to Two-Unit Residential (R2), be read a first time.

MOTION CARRIED.

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

Moved by Councillor Sullivan, seconded by Councillor MacKenzie:

RESOLVED that the by-law entitled, "A Law to Amend the Zoning By-Law of the City of Saint John" amending Schedule "A", the Zoning Map of The City of Saint John, by re-zoning a parcel of land having an area of approximately 727 square metres, located at 86 and 88 Regent Street, also identified as PID Numbers 00343178 and 55233597 from Neighbourhood Community Facility (CFN) to Two-Unit Residential (R2), be read a second time.

MOTION CARRIED.

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

9.2 Proposed Municipal Plan and Zoning ByLaw Amendments with Planning Advisory Committee report recommending Amendments – 40 Mountain View Drive

Commissioner Hamilton advised of the public hearing on the amendments, section 59 conditions, and staff presentation.

Referring to the submitted report entitled *40 Mountain View Drive (Calabria Estates)* Planner Andrew Reid presented an overview with site aerial photographs and design

drawings of the proposal for the 126 unit residential development to be serviced by private streets.

Responding to a question on the last traffic review, staff responded that nothing significant has been built in the area to impact the area traffic since 2008.

Responding to a question on waste management / garbage pick up and roads remaining private and the responsibility of the developer, the City Manager stated that City staff is taking a holistic review of how we are managing waste within the City and will be reporting to Council with recommendations. The existing inconsistencies will be addressed.

The City Solicitor commented on adding s. 59 conditions to state garbage pick up and roads will remain the responsibility of the developer, stating that any comfort those conditions may give is an illusory one. In law it is never the responsibility of the City to accept the responsibility for the streets or other facilities that are privately held.

The Common Clerk advised that the necessary advertising was completed with regard to the proposed Municipal Plan and Zoning Bylaw amendments of a parcel of land located at 40 Mountain View Drive having an area of approximately 3.25 hectares, also identified as PID Numbers 00313429 and 00426452 from Low Density Residential to Low to Medium Density Residential; and by re-zoning the same parcel of land from High-Rise Residential (RH) and Two-Unit Residential (R2) to Integrated Development (ID), to undertake a medium density residential development with a mix of housing types, with written objections received.

Consideration was also given to a report from the Planning Advisory Committee submitting a copy of Planning staff's report considered at its March 26, 2019 meeting at which the Committee recommended approval as set out in the staff recommendation, to re-zone a parcel of land located at 40 Mountain View Drive as described above with Section 59 conditions.

The Mayor called for members of the public to speak against the re-zoning with Darlene Hersey, resident of Myles Subdivision, presenting in support but seeking clarification that Myles Drive will not be reopened for Controlled Emergency access vehicles.

The Mayor called for members of the public to speak in favour of the amendments with the following presenting:

- John Rocca President Developer presenting. Responding to a question on the private street, the developer said the street is priority 4. This will not be attractive to the renters. This is why the developer will maintain the street.
- Steve Carson Develop SJ presenting in support of the development.

Moved by Councillor Sullivan, seconded by Councillor MacKenzie:

RESOLVED that the by-law entitled, "A Law to Amend the Municipal Plan By-Law" amending Schedule B – Future Land Use, by redesignating a parcel of land with an area of approximately 3.25 hectares, located at 40 Mountain View Drive, also identified as PID Numbers 00313429 and 00426452, from Low Density Residential to Low to Medium Density Residential classification, be read a first time.

MOTION CARRIED.

Read a first time by title, the by-law entitled, "A Law to Amend the Municipal Plan By-Law."

Moved by Councillor Sullivan, seconded by Councillor MacKenzie:

RESOLVED that the by-law entitled, "A Law to Amend the Municipal Plan By-Law" amending Schedule B – Future Land Use, by redesignating a parcel of land with an area of approximately 3.25 hectares, located at 40 Mountain View Drive, also identified as PID Numbers 00313429 and 00426452, from Low Density Residential to Low to Medium Density Residential classification, be read a second time.

MOTION CARRIED.

Read a second time by title, the by-law entitled, "A Law to Amend the Municipal Plan By-Law."

Moved by Councillor Sullivan, seconded by Councillor MacKenzie:

RESOLVED that the by-law entitled, "A Law to Amend the Zoning By-Law of The City of Saint John", amending Schedule "A", the Zoning Map of The City of Saint John, by rezoning a parcel of land having an area of approximately 3.25 hectares, located at 40 Mountain View Drive, also identified as being PID Numbers 00313429 and 00426452, from High-Rise Residential (RH) and Two-Unit Residential (R2) to Integrated Development (ID), be read a first time.

MOTION CARRIED.

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

Moved by Councillor Sullivan, seconded by Councillor MacKenzie:

RESOLVED that the by-law entitled, "A Law to Amend the Zoning By-Law of The City of Saint John", amending Schedule "A", the Zoning Map of The City of Saint John, by rezoning a parcel of land having an area of approximately 3.25 hectares, located at 40 Mountain View Drive, also identified as being PID Numbers 00313429 and 00426452, from High-Rise Residential (RH) and Two-Unit Residential (R2) to Integrated Development (ID), be read a second time.

MOTION CARRIED.

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

9.3 Proposed Zoning ByLaw Amendment with Planning Advisory Committee report recommending Amendment – 175 Hilyard Street

The Common Clerk advised that the necessary advertising was completed with regard to amending subsection 11.4(1); amending subsection 11.7(1); and introducing specific development standards for self-storage facilities, with written submissions received, to permit a self-storage facility at 175 Hilyard Street and as a permitted use in the Business Park Commercial (CBP) and General Commercial (CG) zones and to introduce specific development standards for these facilities.

Commissioner Hamilton advised that the amended staff recommendation addresses the concerns raised in the PAC report. Referring to the submitted report entitled *M&C 2019-81 Proposed Amendments to the Zoning Bylaw to Address Self-Storage Facilities*, Mark Reade Senior Planner recommended the proposed amendment stating the proposal conforms to Municipal Plan criteria for land use designation.

Consideration was also given to a report from the Planning Advisory Committee submitting a copy of Planning staff's report considered at its March 26, 2019 meeting. Staff is recommending the adoption of an amended staff recommendation which establishes self-storage facilities as a permitted use subject to standards in certain commercial zones and recommends approval of Section 59 amendments to enable the proposal for a self-storage facility at 175 Hilyard Place.

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

The Mayor called for members of the public to speak in favour of the re-zoning with the following presenting:

- Rod Adams resident in favour of the staff recommendation
- Steve Carson DevelopSJ

Moved by Councillor Sullivan, seconded by Councillor MacKenzie:

RESOLVED that as recommended by the City Manager in the submitted report M&C 2019-81: Proposed Amendments to the Zoning Bylaw to Address Self-Storage Facilities, Common Council adopt the following amended Staff recommendation which establishes self-storage facilities as a permitted use subject to standards in certain commercial zones and recommends approval of Section 59 amendments to enable the proposal for a self-storage facility at 175 Hilyard Place:

1. That Common Council amends subsection 11.4(1) of The City of Saint John Zoning By-law by adding the following to the list of permitted uses in the Business Park Commercial (CBP) Zone:  
“-Self-Storage Facility, subject to paragraph 11.4(3)(f);”
2. That Common Council amends subsection 11.4(3) of The City of Saint John Zoning By-law by adding the following:  
“(f) A lot containing a Self-Storage Facility permitted in subsection 11.4(1) shall not be located within 60 metres of an Urban Centre Residential (RC) zone.”
3. That Common Council amends subsection 11.7(1) of The City of Saint John Zoning By-law by adding the following to the list of permitted uses in the General Commercial (CG) Zone:  
“-Self-Storage Facility;”
4. That Common Council amends The City of Saint John Zoning By-law by deleting paragraph 6.1(k) and replacing it with the following:  
  - (k) Except as otherwise provided by this By-law, when outdoor storage or a self-storage facility is developed within 15 metres of an abutting lot in a Residential zone, the outdoor storage or self-storage facility shall be screened in accordance with the following:
    - (i) Excluding an opening no greater than 1.5 metres in width that is not oriented toward a street, coniferous trees or hedges, or any combination thereof, shall be planted and maintained in order to create a perimeter of vegetation having a minimum depth of 1.5 metres completely around the storage area or self-storage facility;
    - (ii) The vegetation perimeter required by subparagraph (i) shall have a minimum height at the time of planting of two metres when located in a Residential zone or 2.5 metres when located in any other zone and be in accordance with paragraph 6.2(d); and
    - (iii) Notwithstanding the above, the outdoor storage area may instead be enclosed in accordance with section 5.5, or by any combination of permitted landscaping, structures or berms.
5. That Common Council rescinds the Section 59 conditions imposed on the July 3, 1973 rezoning of the property located at 175 Hilyard Street, also identified as a portion of PID No. 55228118, and amended on October 28, 1991.
6. That Common Council hereby imposes pursuant to the provisions of Section 59 of the Community Planning Act (SNB 2017, c.19) the following condition upon the development and use of the parcel of land having an area of approximately 1.84 hectares, located at 175 Hilyard Street, also identified as PID No. 55228118:

- a) All areas of the site not occupied by buildings, driveways, walkways, parking, storage or loading areas must be landscaped by the developer, in accordance with a detailed landscaping plan, subject to the approval of the Development Officer prior to the issuance of a Building Permit. This landscaping plan is to be prepared by the developer or their consultant and submitted for approval with the Building Permit application.
- b) That the owner and/or successors shall enter into an agreement with the City to provide a Local Government Services Easement to cover existing City infrastructure located within the parcel.

MOTION CARRIED.

Moved by Councillor Sullivan, seconded by Councillor MacKenzie:  
RESOLVED that the bylaw entitled, "A Law to Amend the Zoning By-Law of The City of Saint John", amending subsection 11.4(1); amending subsection 11.7(1); and introducing specific development standards for self-storage facilities, to permit a self-storage facility at 175 Hilyard Street and as a permitted use in the Business Park Commercial (CBP) and General Commercial (CG) zones, be read a first time.

MOTION CARRIED.

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

Moved by Councillor Sullivan, seconded by Councillor MacKenzie:  
RESOLVED that the bylaw entitled, "A Law to Amend the Zoning By-Law of The City of Saint John", amending subsection 11.4(1); amending subsection 11.7(1); and introducing specific development standards for self-storage facilities, to permit a self-storage facility at 175 Hilyard Street and as a permitted use in the Business Park Commercial (CBP) and General Commercial (CG) zones, be read a second time.

MOTION CARRIED.

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

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

### **10.1 Proposed Municipal Plan Amendment – Policies related to Regional Retail Centres**



The Common Clerk advised that the public required advertising is complete, no submission letters were received.

Moved by Councillor Reardon, seconded by Councillor Sullivan:

RESOLVED that the proposed Municipal Plan By-Law Amendment regarding policies related to Regional Retail Centres be referred to the Planning Advisory Committee for a report and recommendation and the necessary advertising be authorized with a Public Hearing to be held on Monday, June 3, 2019 at 6:30 p.m. in the Council Chamber.

MOTION CARRIED.

#### 10.2 Proposed Municipal Plan Amendment – 1007-1019 Millidge Avenue

The Common Clerk advised that the public required advertising is complete, no submission letters were received.

Moved by Councillor Reardon, seconded by Councillor Sullivan:

RESOLVED that the proposed Municipal Plan By-Law Amendment regarding 1007-1019 Millidge Avenue be referred to the Planning Advisory Committee for a report and recommendation and the necessary advertising be authorized with a Public Hearing to be held on Monday, June 3, 2019 at 6:30 p.m. in the Council Chamber.

MOTION CARRIED.

#### 10.3 Weight Restriction By-Law Amendment (1<sup>st</sup> and 2<sup>nd</sup> Reading)

Moved by Councillor MacKenzie, seconded by Councillor Sullivan:

RESOLVED that the by-law entitled, "By-Law Number MV-17 A Law to Amend a By-Law respecting Weight Restrictions within The City of Saint John enacted under the authority of Section 262(1) of the Motor Vehicle Act" amending Schedule "A" by adding Connection Routes, be read a first time.

MOTION CARRIED.

Read a first time by title, the by-law entitled, "By-Law Number MV-17 A Law to Amend a By-Law respecting Weight Restrictions within The City of Saint John enacted under the authority of Section 262(1) of the Motor Vehicle Act."

Moved by Councillor MacKenzie, seconded by Councillor Sullivan:

RESOLVED that the by-law entitled, "By-Law Number MV-17 A Law to Amend a By-Law respecting Weight Restrictions within The City of Saint John enacted under the authority of Section 262(1) of the Motor Vehicle Act" amending Schedule "A" by adding Connection Routes, be read a second time.

MOTION CARRIED.

Read a second time by title, the by-law entitled, "By-Law Number MV-17 A Law to Amend a By-Law respecting Weight Restrictions within The City of Saint John enacted under the authority of Section 262(1) of the Motor Vehicle Act."

**11. Submissions by Council Members**

**11.1 Amendment to Parking ByLaw (Councillors Reardon & MacKenzie)**

Moved by Councillor MacKenzie, seconded by Councillor Armstrong:

RESOLVED that item 11.1 Amendment to Parking Bylaw be referred to the City Manager to consider a holistic examination of the Parking Bylaw at the earliest convenient time, not to conflict with established 2019 work plan priorities.

MOTION CARRIED.

**12. Business Matters - Municipal Officers**

**16.1 Continuous Improvement Initiatives - Verbal Update**

The City Manager updated Council on the smaller scale Continuous Improvement (CI) Initiatives associated with Growth and Development. Once every quarter each department is required to present two initiatives, one for growth and one for customer service.

S. Rackley Roach, Director Corporate Performance/CIO introduced three initiatives selected for presentation:

Yves Leger, GIS Manager – Referred to his project converting the development incentives documentation for use with mobile apps, including property assessment documentation.

Evelyn Hatfield, Continuous Improvement Officer – Referred to the internal project creating videos for employees on CI behaviours.

Marc Carey Lieutenant Fire Department – Referred to the project training 911 assistance response staff for autism awareness.

Moved by Councillor Sullivan, seconded by Councillor MacKenzie:

RESOLVED that the Continuous Improvement Initiatives - Verbal Update be received for information.

MOTION CARRIED.

**12.1 2018 Population Growth Estimates – Staff Presentation**

Moved by Councillor Sullivan, seconded by Councillor Armstrong:

RESOLVED that the submitted report entitled *2018 Population Growth Estimates – Staff Presentation*, be received for information.

MOTION CARRIED.

**12.2 Road Repair Update - Staff Presentation**

Moved by Councillor Sullivan, seconded by Councillor MacKenzie:

RESOLVED that the submitted report *M&C 2019-72: 2019 Asphalt Pavements Work*, be received for information.

MOTION CARRIED.

**12.3 Fleet Update – Staff Presentation**

Moved by Councillor Sullivan, seconded by Councillor Norton:

RESOLVED that the *Fleet Update – Staff Presentation*, be received for information.

MOTION CARRIED.

**12.4 Spring Freshet Emergency Response Policy - Staff Presentation**

Responding to a question, the City Manager commented that an Emergency Response Policy may also be required for catastrophic seasonal / winter events.

Moved by Councillor Sullivan, seconded by Councillor Reardon:

RESOLVED that as recommended by the City Manager in the submitted report entitled *M&C 2018-87: Spring Freshet Emergency Response*, Common Council adopt the Spring Freshet Emergency Response Policy.

MOTION CARRIED.

**13. Committee Reports**

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

**15. General Correspondence**

**15.1 Ticket Purchase Request/ Sponsor Request – Rotary Club of Saint John**

Moved by Councillor Reardon, seconded by Councillor Sullivan:

RESOLVED that the Ticket Purchase Request/ Sponsor Request – Rotary Club of Saint John be approved and the Office of the Common Clerk be directed to purchase tickets for those Council members wishing to attend the event.

MOTION CARRIED.

**15.2 Ticket Purchase Request – Kennebecasis Valley Oasis Youth Centre**

Moved by Councillor Reardon, seconded by Councillor MacKenzie:

RESOLVED that the Ticket Purchase Request – Kennebecasis Valley Oasis Youth Centre be approved and the Office of the Common Clerk be directed to purchase tickets for those Council members wishing to attend the event.

MOTION CARRIED.

**15.3 Sponsor Request – Saint John Canada Celebrations Committee**

Moved by Councillor Reardon, seconded by Councillor Sullivan:

RESOLVED that the Sponsor Request – Saint John Canada Celebrations Committee, be received for information.

MOTION CARRIED.

**16. Supplemental Agenda**

**16.2 Ticket Purchase Request - May Day Dinner Tickets**

Moved by Councillor Reardon, seconded by Councillor Sullivan:

RESOLVED that the Ticket Purchase Request – May Day Dinner be approved and the Office of the Common Clerk be directed to purchase tickets for those Council members wishing to attend the event.

MOTION CARRIED.

**17. Committee of the Whole**

**17.1 Sale of City Owned Property off Mecklenburg Street**

Moved by Councillor Sullivan, seconded by Councillor MacKenzie:

RESOLVED that as recommended by the Committee of the Whole having met on April 8<sup>th</sup>, 2019, Common Council enter into the Agreement of Purchase and Sale attached to M&C 2019-74, and further directs the Mayor and Common Clerk to execute any documents necessary to make the transfer.

MOTION CARRIED.

**18. Adjournment**

Moved by Councillor Sullivan, seconded by Councillor Armstrong:  
RESOLVED that the meeting of Common Council held on April 8, 2019, be adjourned.

MOTION CARRIED.

The Mayor declared the meeting adjourned at 9:02 p.m.

DRAFT

## COUNCIL REPORT

M&C No.	2019-091
Report Date	April 12, 2019
Meeting Date	April 23, 2019
Service Area	Growth and Community Development Services

His Worship Mayor Don Darling and Members of Common Council

***SUBJECT: Proposed Public Hearing Date – 49 Noel Drive and 1008 Latimore Lake Road***

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

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

### ***AUTHORIZATION***

Primary Author	Commissioner/Dept. Head	City Manager
<b><i>Kenneth Melanson</i></b>	<b><i>Jacqueline Hamilton</i></b>	<b><i>John Collin</i></b>

### ***RECOMMENDATION***

That Common Council schedule the public hearings for the rezoning and Section 59 Amendment applications of Village View Suites (Steve Brittain) (49 Noel Drive) and Hughes Surveys Ltd. (on behalf of Thomas Construction) (1003 Latimore Lake Road) for Monday June 17, 2019 and Monday, June 3, 2019 at 6:30 p.m. (respectively) in the Ludlow Room, and refer the applications to the Planning Advisory Committee for a report and recommendation.

### ***EXECUTIVE SUMMARY***

The purpose of this report is to advise Common Council of the rezoning and Section 59 amendment applications received and to recommend an appropriate public hearing date. The next available public hearing date is Monday June 3, 2019 for Latimore Lake Road. The next available public hearing date to accommodate Noel Drive is Monday June 17, 2019.

### ***PREVIOUS RESOLUTION***

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

- 1. the Commissioner of Planning and Development receive all applications for amendments to the Zoning By-law and Section 39 [now referred as section 59] resolutions/ agreements and proceed to prepare the required advertisements; and*
- 2. when applications are received a report will be prepared recommending the appropriate resolution setting the time and place for public hearings and be referred to the Planning Advisory Committee as required by the Community Planning Act.*

## **REPORT**

In response to the motion above, this report indicates the applications received and recommends an appropriate public hearing date. Details of the applications are available in the Common Clerk's office and will form part of the documentation at the public hearings. The following applications have been received:

<b><u>Name of Applicant</u></b>	<b><u>Location</u></b>	<b><u>Existing Zone</u></b>	<b><u>Proposed Zone</u></b>	<b><u>Reason</u></b>
Village View Suites (Steve Brittain)	49 Noel Avenue	Mid-Rise Residential (RM)	Section 59 Amendment	To increase the maximum allowed dwelling units.
Hughes Surveys & Consultants (on behalf of Thomas Construction Ltd.)	1003 Latimore Lake Road	Rural (RU)	Pit & Quarry (PQ)	To permit a pit and quarry.

## **STRATEGIC ALIGNMENT**

While the holding of public hearings is a legislative requirement of the *Community Planning Act*, it is also a key component of a clear and consistent land development process, which provides transparency and predictability to the development community and City residents.

The development approvals process helps fulfill Council's priorities of:

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

## **SERVICE AND FINANCIAL OUTCOMES**

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

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

Not Applicable

## **ATTACHMENTS**

None

## COUNCIL REPORT

M&C No.	2019-88
Report Date	April 05, 2019
Meeting Date	April 23, 2019
Service Area	Saint John Water

His Worship Mayor Don Darling and Members of Common Council

***SUBJECT: Tender 2019-681001T - Phosphate for Corrosion Control***

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

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

### ***AUTHORIZATION***

Primary Author	Commissioner/Dept. Head	City Manager
<b><i>James Margaris Kendall Mason</i></b>	<b><i>Brent McGovern</i></b>	<b><i>John Collin</i></b>

### ***RECOMMENDATION***

That Common Council adopt the following resolution:

RESOLVED that the tender for the establishment of a supply agreement for Phosphate for Corrosion Control for the Loch Lomond Drinking Water Treatment Facility be awarded to the lowest compliant bidder, Brenntag Canada Inc., for a one year term.

### ***EXECUTIVE SUMMARY***

With the commencement of City's new Loch Lomond Drinking Water Treatment Facility and the thirty (30) year operation and maintenance agreement with Port City Water Partners, the City is responsible for the procurement of a corrosion inhibitor throughout the duration of the operating period as defined in the agreement.

A public tender call for the supply of Phosphates for corrosion control was issued on March 14, 2019, and closed on April 2, 2019. Brenntag Canada Inc. had the lowest compliant bid and Materials Management support the recommendation in the report.



### ***PREVIOUS RESOLUTION***

M&C 2018-105 Common Council RESOLVED that the tender for the establishment of a supply agreement for Phosphate for Corrosion Control for the new Loch Lomond Drinking Water Treatment Facility be awarded to the lowest compliant bidder, Canada Colors and Chemical (Eastern) Ltd, for a one year term.

### ***STRATEGIC ALIGNMENT***

This report aligns with Council's Priority for Valued Service Delivery by investing in sustainable City services and municipal infrastructure while supporting the City's commitment to providing safe clean drinking water.

### ***REPORT***

The purpose of this report is to inform Council of the results of the tender issued for the procurement of a corrosion inhibitor to be used at the Loch Lomond Drinking Water Treatment Facility.

Under the Safe Clean Drinking Water Project and the thirty (30) year operation and maintenance Contract with Port City Water Partners (PCWP), the City, at its sole discretion, may direct Project Co (PCWP) to make the following chemical feed changes that impact the distribution system water quality and operation:

1. Secondary chlorine residual
2. Finished water pH
3. Corrosion inhibitor type
4. Corrosion inhibitor and dose.

As per condition 3 above, the City is responsible for the selection and procurement of a corrosion inhibitor to be used at the water treatment facility.

The treatment of the water with a corrosion inhibitor has been part of the design of a new Water Treatment plant since inception.

As noted in M&C No. 2018-50 orthophosphates (phosphates) are commonly used in water treatment for copper corrosion or scale stabilization control. The use of them is well established in literature and in practice.

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

Based on the past seven (7) months of operations and the unit price bid, the the City will spend approximately \$310,400 annually to purchase bulk orthophosphate.

This is a budgeted expenditure and as such funds are provided in the annual Utility Operating Budget to fully cover this expense.

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

Both the Department of Environment and Local Government (Regulator) and the Department of Health had previously reviewed and approved the City's plan for the treatment of the drinking water with a corrosion inhibitor to control corrosion rates within the City's distribution system.

#### **MATERIALS MANAGEMENT:**

A public tender call was issued on March 14<sup>th</sup> and closed on April 2<sup>nd</sup>, 2019. Three companies responded to the tender call by submitting bids. The results are as follows:

Alpha Chemical Ltd.	\$8.97/Kg
Brenntag Canada Inc.	\$7.72/Kg
Shannon Chemical Corp.	\$9.77/Kg

Brenntag Canada Incorporated has submitted the lowest compliant bid and Staff of Materials Management have reviewed the tenders and have found them to be complete and formal in every regard. Staff recommends that the lowest compliant tenderer "Brenntag Canada Inc." meets all requirements, and recommend acceptance of their tender.

The above process is in accordance with the City's Procurement Policy and Materials Management support the recommendation being put forth.

### ***ATTACHMENTS***

N/A

## COUNCIL REPORT

M&C No.	2018 - 85
Report Date	April 10, 2019
Meeting Date	April 23, 2019
Service Area	Finance and Administrative Services

His Worship Mayor Don Darling and Members of Common Council

***SUBJECT: Licence Agreement for BeaverTails Mobile-Unit***

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

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

### ***AUTHORIZATION***

Primary Author	Commissioner/Dept. Head	City Manager
<b><i>Curtis Langille</i></b>	<b><i>KevinFudge/Ian Fogan</i></b>	<b><i>John Collin</i></b>

### ***RECOMMENDATION***

1. That the City enter into the Licence agreement with BeaverTails Commercial Inc. and Parent and Sons Investments Ltd. as attached to M&C# 2019-85 , and further
2. That the Mayor and Common Clerk be authorized to execute the said Licence Agreement.

### ***EXECUTIVE SUMMARY***

BeaverTails is a food vendor franchise that is seeking approval from the City to operate one of its mobile units for a period of six months on City owned land, adjacent to the Loyalist Plaza. Real Estate Services has negotiated a 10 per cent increase in the rent for this season and has also included the expected electric power costs associated with this unit into the rent fee. The location for this unit has also changed as a result of the sale of a portion of the former Coast Guard property to the Province. The remaining terms and conditions are unchanged, which are set out in the attached Licence document.

### ***PREVIOUS RESOLUTION***

Common Council at its meeting of April 9, 2018 approved the operation for a six month period of the BeaverTails mobile unit on City owned property.

### ***STRATEGIC ALIGNMENT***

Providing for entrepreneur opportunities in the City's Uptown Core aid in creating a livable community that is vibrant and diverse, while providing an integrated approach to economic development.

### ***REPORT***

BeaverTails wishes to locate one of its mobile units on City owned property within the Loyalist Plaza area (see attached map) for a seventh consecutive year. The attached terms and conditions of the Licence Agreement are essentially the same as per the previous year; except for a 10 per cent rent increase, electric power to be included into the rent and a new location as per attached map.

If Council is in agreement, the following recommendation will facilitate BeaverTails mobile unit to once again be in operation for the season of 2019 on City owned property.

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

The BeaverTails Mobile Unit situated in the Loyalist Plaza area will add to the vitality and commercial offerings in the City's Uptown area. This licence will generate revenue of \$3,633.00 in rent.

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

The City's Legal Department had prepared the template for this Licence Agreement. Facilities Management has provided input into the preparation of this report.

### ***ATTACHMENT***

Licence Agreement with BeaverTails Commercial Inc.

THIS LICENCE made in duplicate as of the 25<sup>th</sup> day of March, 2019.

BY AND BETWEEN:

**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, hereinafter called the "Licensor",

OF THE FIRST PART

- and -

**BEAVERTAILS COMMERCIAL INC.**, a body corporate duly incorporated under the laws of Canada, having its head office in the City of Montreal in the Province of Quebec, and **PARENT AND SONS INVESTMENTS LTD.**, a body corporate duly incorporated under the laws of the Province of New Brunswick, having its head office in the City of Saint John in the County of Saint John and Province of New Brunswick, hereinafter collectively called the "Licensees",

OF THE SECOND PART

**RECITALS:**

WHEREAS the Licensor is the owner of the lands bearing PID number 18614 shown on Schedule A attached hereto and forming part hereof (hereinafter the "Lands");

AND WHEREAS the Licensees wish to operate a BeaverTails mobile unit in the Lands highlighted in red on Schedule "A" (hereinafter the "Licensed Area");

AND WHEREAS the Licensor has agreed to give the within Licence under the terms and conditions hereinafter set forth;

NOW THEREFORE THIS LICENCE WITNESSETH that for and in consideration of the sum of Two Dollars of lawful money of Canada now paid by the Licensees to the Licensor, the receipt and sufficiency whereof is hereby acknowledged, the Licensor does hereby grant, subject to the terms, conditions, covenants and provisions herein contained, permission and Licence to the Licensees to enter into and upon and exit from the Lands for the sole purpose of using the Licensed Area to set up and operate a BeaverTails mobile unit for the term of this Licence, on the following terms and conditions.



Licence Agreement  
The City of Saint John and Beavertails Commercial Inc.

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**IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:**

1. This Licence shall begin April 6, 2019 and end October 20, 2019 (the "Term").
2. The Licensees shall pay to the Licensor for the permission and license herein given the sum of Five Thousand, Two Hundred and Fifty-Eight Dollars and Fifty Cents (\$5,258.50) (Canadian dollars) exclusive of HST payable in six (6) equal installments of Eight Hundred and Nine Dollars (\$809.00) (Canadian dollars) each payable on the 6<sup>th</sup> day of each and every month from and including April 2019 to and including September 2019 together with a payment of Four Hundred and Four Dollars and Fifty Cents (\$404.50) on October 6th, 2019.
3. The Licensor shall provide electrical power to the Licensees and the cost for such shall be included in the rent as per item two (2) above;
4. The Licence may be terminated at any time by the Licensor giving to the Licensees fifteen (15) days written notice to terminate this Licence or by one (1) or both of the Licensees giving to the Licensor a like notice.
5. Notice to the parties shall be by email; in the case of the Licensor, to [commonclerk@saintjohn.ca](mailto:commonclerk@saintjohn.ca); in the case of the Licensees, BeaverTails Commercial Inc., to [nathalie@beavertails.com](mailto:nathalie@beavertails.com), and Parent and Sons Investment Ltd., to [parentandsons@gmail.com](mailto:parentandsons@gmail.com).
6. Notwithstanding anything else herein contained, this Licence may be terminated forthwith without notice to the Licensees in the event that either one or both of the Licensees shall, in the opinion of the Licensor, be in default of any of the terms and conditions of this Licence.
7. No transfer or assignment of this Licence or of any of the rights or privileges herein granted shall be made, or caused or permitted to be made by the Licensees.
8. The Licensees hereby covenant and agree with the Licensor as follows:
  - a) that they shall only use the Licensed Area for the location and operation of the BeaverTails Mobile Unit for the sale of food products;
  - b) that they shall pay for all connection and operational costs associated with water and drainage for the BeaverTails Mobile Unit and for the disconnection of same upon completion of the Term;
  - c) that the hours of operation will conform to daily retail hours, weather permitting and will not exceed 1:00 a.m. daily;
  - d) that only the BeaverTails Mobile Unit is permitted in the Licensed Area (no passenger/cargo vehicles);



**Licence Agreement  
The City of Saint John and Beavertails Commercial Inc.**

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- 
- e) that they shall comply with all applicable Canadian Food Inspection Agency and other applicable regulations and legislation;
  - f) that they shall not use the Licensed Area for any other purpose than that which is stated at paragraph a) hereof;
  - g) that they shall keep the area around the BeaverTails Mobile Unit clean and tidy at all times and clean up daily in the immediate area surrounding the BeaverTails Mobile Unit. Clean up shall include the disposal of any/all debris associated with fast food delivery (pop cans, bottles, coffee, cups, napkins, plates, utensils and related articles) within a 40 foot diameter of the BeaverTails Mobile Unit;
  - h) that they shall, at no expense to the Licensor, obtain and maintain in full force and effect during the entire term of this Licence, a Commercial General Liability Insurance policy with policy limits of not less than five million dollars (\$5,000,000.00) inclusive per occurrence for bodily injury and property damage; which policy shall name the City as an additional insured and shall contain a cross-liability clause; and
  - i) that they shall, on or before April 6, 2019, submit to the City a Certificate of Insurance or other satisfactory evidence of having obtained and maintained the insurance coverage required at paragraph h) hereof.

**IT IS FURTHER MUTUALLY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:**

- 9. No change or modification of this Licence shall be valid unless it is in writing and signed by the Licensor and the Licensees.
- 10. This Licence supersedes and takes the place of all prior agreements entered into by the parties with respect to the Licensed Area.
- 11. This Licence shall not be enforced or bind any of the parties thereto, until executed by all the parties named in it.
- 12. Notwithstanding any clauses herein, the Licensees do hereby indemnify and save harmless the Licensor from all damages, cost, claims, demands, actions, suits or other proceedings by whomsoever claimed, made, brought or prosecuted in any manner and whether in respect of property owned by others or in respect of damage sustained by others based upon or arising out of or in connection with the use of the Licensed Area and BeaverTails Mobile Unit pursuant to the within Licence or anything done or purported to be done in any manner hereunder, except for damages caused by the City's negligence.



Licence Agreement  
The City of Saint John and Beavertails Commercial Inc.

Page 4 of 6

**THIS LICENCE** shall enure to the benefit of and be binding upon successors and assigns of the parties hereto respectively.

**SIGNED, SEALED & DELIVERED**  
In the presence of:

**THE CITY OF SAINT JOHN**

\_\_\_\_\_  
Mayor

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

Common Council Resolution:  
\_\_\_\_\_, 2019

**BEAVERTAILS COMMERCIAL INC.**

Per: 

\_\_\_\_\_  
President

**PARENT AND SONS INVESTMENTS LTD.**

Per: 

\_\_\_\_\_  
President



CANADA

PROVINCE OF QUEBEC

I, Joseph Pino Di Iola, of the City of Montreal, in the Province of Quebec, MAKE OATH AND SAY as follows:

1. THAT I am the President of BeaverTails Commercial Inc., a body corporate duly incorporated under the laws of Canada, having its head office in the City of Montreal aforesaid, one of the parties named in the foregoing instrument and am duly authorized to make this affidavit.
2. THAT BeaverTails Commercial Inc. does not have a corporate seal.
3. THAT the signature "Joseph Pino Di Iola" subscribed to the said instrument is my signature, and as President of BeaverTails Commercial Inc., I am duly authorized to execute the said instrument.
4. THAT the said document was executed as aforesaid at the City of Montreal, in the Province of Quebec, on the 1<sup>st</sup> day of April, 2019.

SWORN TO before me at the City )  
of Montreal, in the Province of )  
Quebec, the 1<sup>st</sup> day of )  
April, 2019

Deirdre Sellors

Commissioner of Oaths  
Province of Quebec



Joseph Pino Di Iola

PROVINCE OF NEW BRUNSWICK

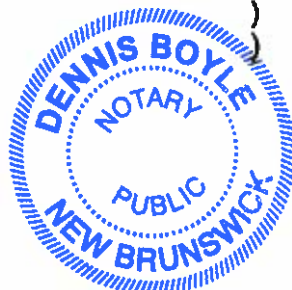
COUNTY OF SAINT JOHN

I, Brian Parent, of the City of Saint John, in the County of Saint John and province of New Brunswick, MAKE OATH AND SAY as follows:

1. THAT I am the President of Parent and Sons Investments Ltd., a body corporate duly incorporated under the laws of the Province of New Brunswick, having its head office in the City of Saint John aforesaid, one of the parties named in the foregoing instrument and am duly authorized to make this affidavit.
2. THAT Parent and Sons Investments Ltd. does not have a corporate seal.
3. THAT the signature "Brian Parent" subscribed to the said instrument is my signature, and as President of Parent and Sons Investments Ltd., I am duly authorized to execute the said instrument.
4. THAT the said document was executed as aforesaid at the City of Saint John, in the Province of New Brunswick, on the 25 day of MARCH, 2019.

SWORN TO before me at the City  
of Saint John, in the Province of  
New Brunswick, the 25 day  
of MARCH, 2019

Commissioner of Oaths  
Being a Solicitor



  
Brian Parent

SCHEDULE "A"



SAINT JOHN

BeaverTails Licence - 2019

*[Handwritten signature]*



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## COUNCIL REPORT

M&C No.	2019-89
Report Date	April 11, 2019
Meeting Date	April 23, 2019
Service Area	Finance and Administrative Services

His Worship Mayor Don Darling and Members of Common Council

***SUBJECT: Licence Agreement for Fog Cutter Inc. Mobile Food-Unit***

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

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

### ***AUTHORIZATION***

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

### ***RECOMMENDATION***

1. That the City enter into the Licence agreement with Fog Cutter Inc. as attached to M&C 2019 - 89 , and further
2. That the Mayor and Common Clerk be authorized to execute the said Licence Agreement.

### ***EXECUTIVE SUMMARY***

Fog Cutter Inc. is a food vendor franchise that is seeking approval from the City to operate one of its mobile units for a period of four months on City owned land, adjacent to the Loyalist Plaza. Real Estate Services has negotiated a 10 per cent increase in the rent for this season and has also included the expected electric power costs associated with this unit into the rent fee. The location for this unit has also changed as a result of the sale of a portion of the former Coast Guard property to the Province. The remaining terms and conditions are unchanged, which are set out in the attached Licence document.

### ***PREVIOUS RESOLUTION***

Common Council at its meeting of April 9, 2018 approved the operation of the Fog Cutter mobile unit for a five month period on City property, near the former Little Red Schoolhouse.

### ***STRATEGIC ALIGNMENT***

Providing for entrepreneur opportunities in the City's Uptown Core aid in creating a livable community that is vibrant and diverse, while providing an integrated approach to economic development.

### ***REPORT***

Fog Cutter Inc. wishes to locate its mobile food vendor unit on City owned property within the Loyalist Plaza area (see attached map) for a third consecutive year. The attached terms and conditions of the Licence Agreement are essentially the same as per the previous year; except for a 10 per cent rent increase, electric power to be included into the rent and a new location as per attached map.

If Council is in agreement, the following recommendation will facilitate Fog Cutter Inc. mobile unit to once again be in operation for the season of 2019 on City owned property.

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

The Fog Cutter Mobile Unit situated in the Loyalist Plaza area will add to the vitality and commercial offerings in the City's Uptown area. This licence will generate \$2,236.00 in rent.

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

The City's Legal Department had prepared the template for this Licence Agreement. Facilities Management has provided input into the preparation of this report.

### ***ATTACHMENT***

Licence Agreement with Fog Cutter Inc.

THIS LICENCE made in duplicate as of the 10 day of April, 2019.

BY AND BETWEEN:

**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, hereinafter called the "Licensor",

OF THE FIRST PART

- and -

**FOG CUTTER INC.**, a body corporate duly incorporated under the laws of the Province of New Brunswick, having its head office in the City of Saint John in the County of Saint John and Province of New Brunswick, hereinafter called the "Licensee",

OF THE SECOND PART

**RECITALS:**

WHEREAS the Licensor is the owner of the lands bearing PID number 18614 shown on Schedule A attached hereto and forming part hereof (hereinafter the "Lands");

AND WHEREAS the Licensee wishes to operate a mobile unit for the sale of food products in the Lands outlined in red on Schedule "A" (hereinafter the "Licensed Area");

AND WHEREAS the Licensor has agreed to give the within Licence under the terms and conditions hereinafter set forth;

NOW THEREFORE THIS LICENCE WITNESSETH that for and in consideration of the sum of Two Dollars of lawful money of Canada now paid by the Licensee to the Licensor, the receipt and sufficiency whereof is hereby acknowledged, the Licensor does hereby grant, subject to the terms, conditions, covenants and provisions herein contained, permission and Licence to the Licensee to enter into and upon and exit from the Lands for the sole purpose of using the Licensed Area to set up and operate a mobile unit for the sale of food products, hereinafter the "Fog Cutter Mobile Unit", for the term of this Licence, on the following terms and conditions.

**IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:**

1. This Licence shall be for a period of four (4) months, beginning on June 1, 2019 and ending on September 30, 2019 (the "Term").
2. The Licensee shall pay to the Licensor for the permission and license herein given the sum of Three Thousand, Two Hundred and Thirty-six Dollars (\$3,236.00) (Canadian dollars) exclusive of HST payable in four (4) equal installments of eight Hundred and Nine Dollars (\$809.00) (Canadian dollars) each payable on the 1<sup>st</sup> day of each and every month from and including June 1, 2019 and including September 1, 2019.
3. The Licensor shall provide electrical power to the Licensee and the cost shall be included in the rent as per item two (2) above;
4. The Licence may be terminated at any time by the Licensor giving to the Licensee fifteen (15) days' written notice to terminate this Licence or by the Licensee giving to the Licensor a like notice.
- 5.. Notice to the Licensor shall be by email; in the case of the Licensor, to [commonclerk@saintjohn.ca](mailto:commonclerk@saintjohn.ca); and in the case of the Licensee, Fog Cutter Inc. notice shall be by email to [chris@grannangroup.com](mailto:chris@grannangroup.com).
6. Notwithstanding anything else herein contained, this Licence may be terminated forthwith without notice to the Licensee in the event that the Licensee shall, in the opinion of the Licensor, be in default of any of the terms and conditions of this Licence
7. No transfer or assignment of this Licence or of any of the rights or privileges herein granted shall be made, or caused or permitted to be made by the Licensee.
8. The Licensee hereby covenants and agrees with the Licensor as follows:
  - a) that they shall only use the Licensed Area for the location of the Fog Cutter Mobile Unit to be used only for the sale of food products and for no other purpose;
  - b) that they shall pay for all connection and operational costs associated with water and drainage for the Fog Cutter Mobile Unit and for the disconnection of same upon completion of the Term;
  - c) that the hours of operation will conform to daily retail hours, weather permitting and will not exceed 2:30 a.m. daily;
  - d) that only the Fog Cutter Mobile Unit is permitted in the Licensed Area (no passenger/cargo vehicles);

- e) that they shall comply with all applicable Canadian Food Inspection Agency and other applicable regulations and legislation;
- f) that they shall not use the Licensed Area for any other purpose than that which is stated at paragraph a) hereof;
- g) that they shall keep the area around the Fog Cutter Mobile Unit clean and tidy at all times and clean up daily in the immediate area surrounding the Fog Cutter Mobile Unit. Clean up shall include the disposal of any/all debris associated with fast food delivery (pop cans, bottles, coffee, cups, napkins, plates, utensils and related articles) within a 40 foot diameter of the Fog Cutter Mobile Unit;
- h) that they shall, at no expense to the Licensor, obtain and maintain in full force and effect during the entire term of this Licence, a Commercial General Liability Insurance policy with policy limits of not less than five million dollars (\$5,000,000.00) inclusive per occurrence for bodily injury and property damage; which policy shall name the City as an additional insured and shall contain a cross-liability clause;
- i) that they shall, on or before June 1, 2019, submit to the City a Certificate of Insurance or other satisfactory evidence of having obtained and maintained the insurance coverage required at paragraph h) hereof;

**IT IS FURTHER MUTUALLY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:**

- 9. No change or modification of this Licence shall be valid unless it is in writing and signed by the Licensor and the Licensee.
- 10. This Licence supersedes and takes the place of all prior agreements entered into by the parties with respect to the Licensed Area.
- 11. This Licence shall not be enforced or bind any of the parties thereto, until executed by all the parties named in it.
- 12. Notwithstanding any clauses herein, the Licensee does hereby indemnify and save harmless the Licensor from all damages, cost, claims, demands, actions, suits or other proceedings by whomsoever claimed, made, brought or prosecuted in any manner and whether in respect of property owned by others or in respect of damage sustained by others based upon or arising out of or in connection with the use of the Licensed Area and Fog Cutter Mobile Unit pursuant to the within Licence or anything done or purported to be done in any manner hereunder, except for damages caused by the City's negligence.



Licence Agreement  
The City of Saint John and Fog Cutter Inc.

Page 4 of 4

THIS LICENCE shall enure to the benefit of and be binding upon successors and assigns of the parties hereto respectively.

SIGNED, SEALED & DELIVERED  
In the presence of:

THE CITY OF SAINT JOHN

\_\_\_\_\_  
Mayor

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

Common Council Resolution:  
\_\_\_\_\_, 2019

FOG CUTTER INC.

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

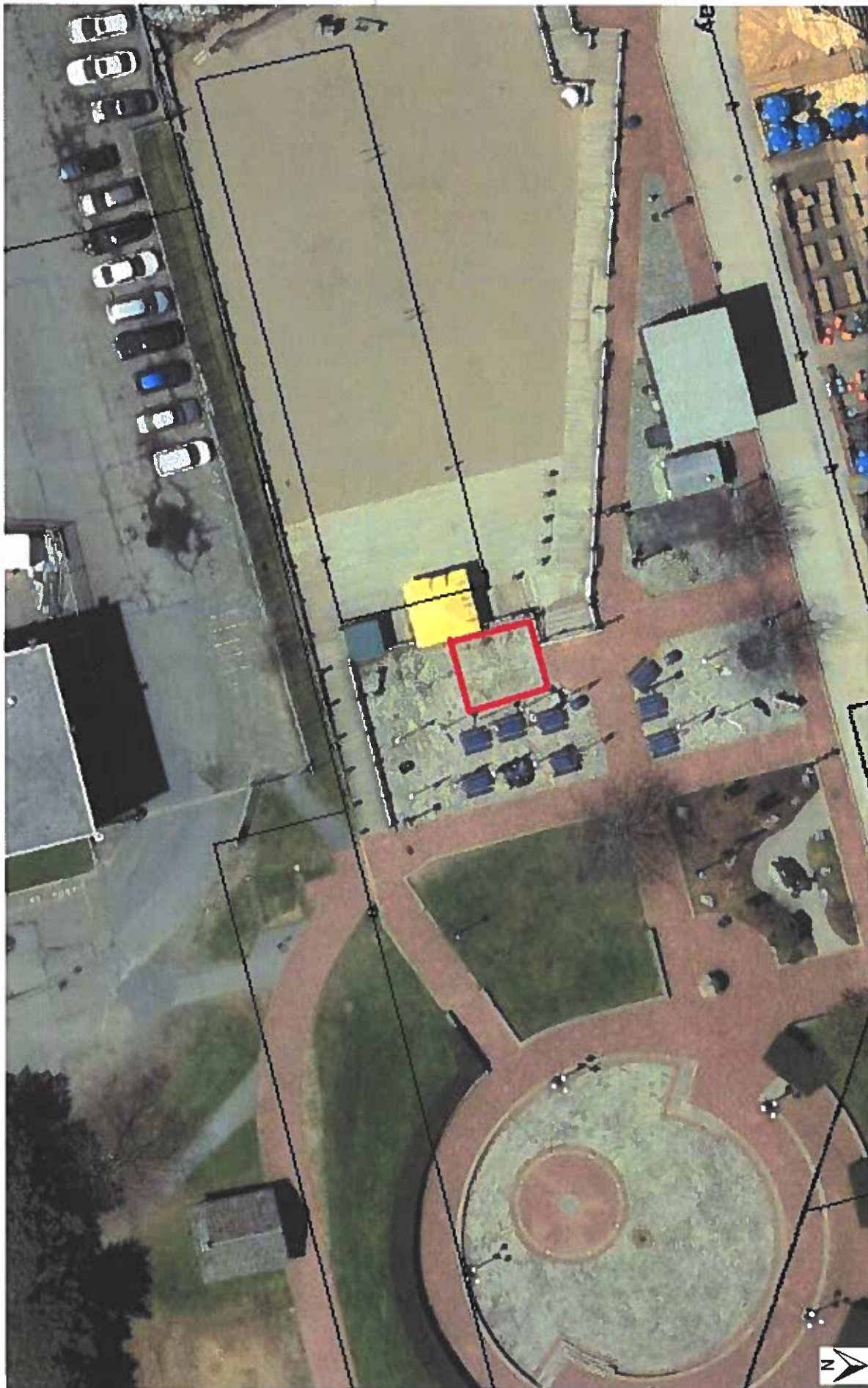
\_\_\_\_\_  
President

*Chris Grannan*



SAINT JOHN

Fog Cutter Inc. Licence - 2019



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## COUNCIL REPORT

M&C No.	2019-86
Report Date	April 15, 2019
Meeting Date	April 23, 2019
Service Area	Finance and Administrative Services

His Worship Mayor Don Darling and Members of Common Council

***SUBJECT: Building Condition Assessments (BCA) and Energy Audits (EA) on  
Municipal and Water Facilities***

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

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

### ***AUTHORIZATION***

Primary Author	Commissioner/Dept. Head	City Manager
<b><i>Samir Yammine</i></b>	<b><i>Kevin Fudge</i></b>	<b><i>John Collin</i></b>

### ***RECOMMENDATION***

It is recommended that:

- (a) the proposal submitted by Capital Management Engineering Limited, for the Building Condition Assessment and Energy Audits on 16 Municipal and Water Facilities, in the amount of \$78,415.00 plus HST, be accepted and that the Mayor and Common Clerk be authorized to execute the necessary contract documents.
- (b) additionally, it is recommended that Common Council authorize staff to conduct direct negotiations with Capital Management Engineering Limited to provide a proposal to complete the same assessments for additional Municipal and Water Buildings.

### ***EXECUTIVE SUMMARY***

The purpose of this report is to seek Council's approval to award Building Condition Assessment and Energy Audits on Municipal and Water Facilities to Capital Management Engineering Limited and further authorize staff to include additional necessary Municipal and Water Buildings.

### **PREVIOUS RESOLUTION**

The following previous resolutions were adopted by Common Council:

1. On March 12, 2018 , Common Council (M&C 2018-68) approved the City of Saint John updated Asset Management Policy Statement
2. On October 31, 2018, Common Council (M&C 2018-291) enter into the Grant Agreement with the Federation of Canadian Municipalities under the Municipalities for Climate Innovation Program (MCIP) for the DEEP GHG emission reduction and Building Condition Assessment Study for Municipal buildings and Water Facilities in the amount of \$125,000.

### **REPORT**

The purpose of the BCA/EA is part of the City continuous effort to implement a comprehensive asset management program across the organization to help achieve the following:

- Improve the asset data inventories for buildings
- Help Council as well as staff make more informed investment decisions
- Develop a 25 year long term capital investment profile on the selected buildings
- Identify energy and cost saving opportunities using life cycle cost assessment to reduce energy and maintenance costs as well as GHG emissions to help achieve Corporate GHG emissions target

The proposed scope of work consists of performing the following main activities and deliverables on 9 municipal buildings and 7 water facilities (see attached):

- Provide a detailed asset inventories to help manage buildings infrastructure
- Conduct a detailed condition assessment as per ASTM E2018 Standard
- Conduct a detailed energy audit as per ASHRAE Level 2 standard
- Develop an electronic tool to assist City staff gather field data on buildings in the future
- Train City staff to collect buildings attributes and conduct condition assessments

### **STRATEGIC ALIGNMENT**

The proposed project is clearly aligned with the following City Plans, policies, Council Priorities, programs and practices:

1. Corporate and Community GHG action plan target to reduce GHG emissions

2. City of Saint John Asset Management Policy and strategy objectives to apply risk-based decision and life-cycle costing principles to prioritize capital investment, define asset renewal and replacement needs, lengthen planning horizon, identify alternative measures, facilitate the leveraging of infrastructure funding from external sources, take into consideration climate change impact, and improve the reliability of customer service.
3. City of Saint John Asset Management Phase 2 Steam 1 Life Cycle Management to update asset registry and prioritize capital investment based on defined and quantify asset risks

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

The total cost to perform the BCA/EA on 16 buildings, if awarded to the highest ranked and lowest bidder, will be \$78,415.00 plus HST. Funding for this project is provided by NB Power Energy Efficiency Program and FCM under the Municipalities for Climate Innovation Program (MCIP). The total cost of the project is under the amount of grant (\$150,000) from FCM and NB Power. As a result, the City will be able to further conduct direct negotiations with Capital Management Engineering Limited to provide a proposal to complete the same assessments for additional Municipal and Water Buildings.

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

Materials Management facilitated the Request for Proposal (RFP) process to solicit proposals for Building Condition Assessments and Energy Audits on Municipal and Water Facilities. As such the RFP closed on March 25, 2019 with the following proponents responding by submitting proposals:

- |  |                 |
|--|-----------------|
| ➤ Fundy Engineering                      | Saint John, NB  |
| ➤ R.V. Anderson Associates Limited       | Fredericton, NB |
| ➤ RSEI Consultants Limited               | Fredericton, NB |
| ➤ Capital Management Engineering Limited | Halifax, NB     |
| ➤ Pinchin                                | Halifax, NB     |
| ➤ EXP                                    | Saint John, NB  |
| ➤ CBCL Limited                           | Saint John, NB  |

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

1. Demonstrated Understanding of the Project and Deliverables
2. Experience and Expertise of the Firm
3. Specific Experience and Qualifications of Key Personnel
4. Proposed Approach
5. Cost

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

Capital Management Engineering Limited's proposal was ranked the highest based on an overall rating of the evaluation criteria as well as offering the lowest cost.

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

### ***ATTACHMENTS***

List of Buildings



## Table 1: List of Buildings with Cost Breakdown

Building Name	Civic #	Street Name	Area	PID#	Infrastructure Defici	BCA )	EA	Cost	Cost	Total Cost
Municipal Buildings			sq.ft			(Y/N)	(Y/N)	BCA	EA	
Canada Games Aquatic Centre	50	Union Street	62,874	00039222	\$ 2,201,162.85	Y	N			
Peter G. Murray Arena	701	Dever Road	28,351	00036590	\$ 1,738,037.20	Y	Y			
Hilton Belyea Arena	390	Lowell Street	25,373	00394940	\$ 2,572,197.09	Y	Y			
Charles Gorman Arena	80	University Avenue	25,273	55221097	\$ 2,599,805.76	Y	Y			
Stewart Hurley Arena	1500	Hickey Road	25,373	00313098	\$ 1,912,372.58	Y	Y			
Market Square Facilities	1	Market Square	533,000	55011878	\$ 36,132,761.75	Y	N			
Harbour Station	99	Station Street	168,000	00040048	\$ 883,611.14	Y	N			
Fire Station #1	47	Leinster Street	10,213	00018622	\$ 1,362,543.25	Y	Y			
Municipal Operations Complex	175	Rothsay Avenue	25,900	00019232	\$ 2,892,645.96	Y	Y			
					\$ 52,295,137.56					
<b>Total</b>										
<b>Saint Water Facilities</b>										
Spruce Lake Pumping Station	2528	Ocean Westway	5,064	00286559	\$ 2,322,291.39	Y	Y			
Musquash Pumping Station	1107	Route #7	2,802	00419481	\$ 4,525,483.11	Y	Y			
Eastern Wastewater Treatment Facil	441	Red Head Road	60,000	00337956	\$ -	N	Y			
Millidgeville Treatment Facility	700	Woodward Avenue	24,000	00051771	\$ 2,835,302.32	Y	Y			
Lancaster Treatment Facility	1210	Sand Cove Road	1,655	00403733	\$ 6,384,705.76	Y	Y			
Carpenter Place Lift Station	1608	Saint John Throughway	1,240	55114524	\$ 1,026,676.03	Y	Y			
Parks Street Pumping Station	1	Mitchell Street	433	00024042	\$ 1,243,284.08	Y	Y			
					\$ 18,337,742.69					
<b>Total</b>										
<b>Grand Total</b>										

## COUNCIL REPORT

M&C No.	2019-90
Report Date	April 15, 2019
Meeting Date	April 23, 2019
Service Area	Finance and Administrative Services

His Worship Mayor Don Darling and Members of Common Council

### ***SUBJECT: COAST GUARD SITE DEMOLITION – PHASE II***

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

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

#### ***AUTHORIZATION***

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

#### ***RECOMMENDATION***

It is recommended that the tender submitted by Galbraith Construction Ltd, for the Coast Guard Demolition- Phase II, in the amount of \$347,056 plus HST be accepted. Further to the base tender amount, it is recommended that a contingency allowance be carried for this project in the amount of \$80,000 plus HST, for a total project cost of \$427,056 plus HST. Additionally, it is recommended that the Mayor and Common Clerk be authorized to execute the necessary contract documents.

#### ***EXECUTIVE SUMMARY***

The purpose of this report is to seek Council's approval to award the Coast Guard Site Demolition Phase II to the lowest compliant bidder. The work consists generally of the demolition and removal of the 1-storey former helicopter hangar and 4-storey former administration building on the former Coast Guard site on Water Street in the City of Saint John. The lowest bidder has previously demolished the former Shops and Buoy Buildings on the Coast Guard site and had successfully met the City requirements.

#### ***PREVIOUS RESOLUTION***

The following previous resolutions were adopted by Common Council:

1. On December 17, 2018), Common Council (M&C 2018-360) approved the following:



- 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;
2. On July 9, 2018, Common Council ( M&C 2018-204) Common Council resolved to award Tender No. 2018-083001T to Galbraith Construction Ltd. for the demolition of the former Shops and Buoy Buildings on the Coast Guard site and that the Mayor and Common Clerk be authorized to execute any document required to effect said demolition

### ***REPORT***

On December 17, 2018 Staff has made recommendation to Common Council that the former helicopter hangar and former administration building on the former Coast Guard site on Water Street be demolished and fund were allocated under the general operating reserve and 2018 capital budget to demolish the two buildings.

The project scope of work consists of the following:

- Demolition and removal of the 1-storey former helicopter hangar and 4-storey former administration building on the former Coast Guard site
- Work with the various stakeholders (i.e. port authority, Province of NB, Parking Commission, Police, Traffic department, utilities, etc.) to implement temporary measures to accommodate adjacent property owners and users of the project site as well as general public
- Remediation to the site at the areas of demolition and removal of temporary measures.

Work should take approximately 7-8 weeks to be completed. The completion date is expected to be June 30, 2019.

### ***STRATEGIC ALIGNMENT***

The proposed project is well aligned with Council Priorities of Growth & Prosperity as well as Vibrant City.

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

The total cost to perform coast guard site demolition – Phase II, if awarded to the lowest bidder as recommended, will be \$427,056 plus HST. This includes the \$80,000 contingency allowance.

Funding of this project is provided by the 2018 General Operating Reserve Fund and 2018 Capital Budget, which were both approved by Common Council on December 17, 2018 (M&C 2018-360).

**INPUT FROM OTHER SERVICE AREAS AND STAKEHOLDERS**

A public tender call was issued on Tuesday, March 19, 2019 and closed on Thursday, April 11, 2019. Five (5) companies responded to the tender call by submitting bids. The results are as follows (excluding HST):

COMPANY NAME	TENDER PRICE*
Galbraith Construction Ltd.	\$347,056
Dexter Construction Company Ltd.	\$837,000
CNF Mallet Ltee	\$744,000
Capital Demolition & Environmental Services	\$1,146,960
Debly Enterprises Ltd.	\$847,000

*\*Exclusive of HST*

Staff of Materials Management and Facilities Management have reviewed the tenders and have found them to be complete and formal in every regard.

Staff believes that the low tenderer has the necessary resources and expertise to perform the work, and recommend acceptance of their tender.

The above process is in accordance with the City's Procurement Policy and Materials Management support the recommendation being put forth.

**ATTACHMENTS**

NA

## COUNCIL REPORT

M&C No.	2019-101
Report Date	April 15, 2019
Meeting Date	April 23, 2019
Service Area	Transportation and Environment Services

His Worship Mayor Don Darling and Members of Common Council

***SUBJECT: CanadaHelps Agreement – P.R.O. Kids – City of Saint John***

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

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

### ***AUTHORIZATION***

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

### ***RECOMMENDATION***

RESOLVED that the Mayor and Common Clerk be authorized to execute the agreement in the form attached between the City of Saint John and CanadaHelps.

### ***EXECUTIVE SUMMARY***

Over the past six years, the public demand for P.R.O. Kids has almost tripled from 562 Saint John children in 2013 to 1482 residents in 2018. In order to help meet this growing demand, Council has increased the P.R.O. Kids operating budget by 50% over that same period. The amount of annual cash donations to P.R.O. Kids over that same time frame has also grown from from \$164,542 in 2013 to \$259,027 in 2018.

In order to increase the opportunity for donations to P.R.O. Kids, simplify the donation and tax receipting process for City staff, and provide a simpler way to donate to P.R.O. Kids, staff recommends that the City of Saint John enter into an agreement with the Canadian registered charity *CanadaHelps* to process donations and tax receipts for the benefit of the P.R.O. Kids service area.

### ***PREVIOUS RESOLUTION***

N/A

## **STRATEGIC ALIGNMENT**

This report aligns with the City's Parks & Recreation Strategic Plan - PLAYSJ.

This report aligns with Council's priorities related to:

- ***Fiscally Responsible***
  - Innovation and Improvement
    - Advance a culture of continuous improvement to drive operational efficiencies.
    - Leverage opportunities to generate alternative revenue sources.
    - Provide secure and compliant processing of all credit card transactions.
- ***Valued Service Delivery***
  - Customer-Focused Services
    - Explore service improvements through innovation, technology and developing partnerships with other organizations.
- ***Vibrant, Safe City***
  - Invest in arts, culture and recreation experiences that create a sense of community pride.

## **REPORT**

P.R.O. Kids has been operated by the Parks and Recreation Division of the City of Saint John since 2002. This award winning service is considered best practice, and has also been adopted by other municipalities across the country as a solid municipal financial assistance program for assisting children and youth with access to sports and recreation programs. The City of Saint John Parks and Recreation division currently offers a variety of subsidy programs to reduce the overall costs of recreation for all residents and the P.R.O. Kids financial assistance program to improve access to recreation for residents most in need.

**P.R.O. Kids** - \$122,371 (2019 Operating Budget)

**Fundraising Revenue** - \$259,027 (2018 – Cash and In-Kind Donations)

*This program benefited 1482 Saint John Residents in financial need in 2018.*

Almost every large municipality in Canada has some type of municipally-operated financial assistance program to assist children living in poverty with access to recreation. For larger municipalities such as the City of Toronto, their city staff handle the administration of their program; and, the actual funding for financial assistance is built into the municipality's operating budget. In the case of Toronto, their annual budget is \$10.5 M per year. In the case of a smaller

municipality such as Coquitlam, BC (pop. 125,020) their annual operating budget for financial assistance is almost \$900,000 per year.

As with other municipal financial assistance programs around the country, the City of Saint John funds the administration of P.R.O. Kids and it is operated by city staff. However, the model for Saint John also relies upon the generosity of donors to assist children. Unlike other subsidy programs, the City of Saint John does not fund P.R.O. Kids' financial assistance fund (Special Purpose Fund). This fund is instead built upon generous donations from the public to City of Saint John for the exclusive use of P.R.O. Kids to assist children in-need with access to the sports, arts, recreation or culture activity of their choice. Staff are supported in generating revenue for this fund by a dedicated team of volunteers appointed by Council to the P.R.O. Kids Advisory Committee. This model has proven very beneficial for the City; for every dollar Council invests in P.R.O. Kids, the community matches with four additional dollars (direct and in-kind) to support children.

In 2018, P.R.O. Kids received \$197,919 in cash donations. In that same time frame, P.R.O. Kids also received \$61,108 in in-kind donations from sports and recreation organizations who offer free and discounted spaces in their programs for P.R.O. Kids, as well parents who committed to contribute a certain portion towards their own children's costs, depending on their financial capacity.

It is staff's belief that the significant increase in demand is not due to an increase in poverty. Rather, the increase is primarily due to an improvement in ease of access in the form of digitizing the application process, operational enhancements, public awareness campaigns, brand recognition, and greater availability of donations for families in need. There is further possibility for increased demand in the coming years, as P.R.O. Kids currently assists only 25% of eligible families in Saint John.

Presently, the City issues tax receipts for every eligible cash donation to P.R.O. Kids. This increase in donations has put additional strain on City staff, who must manually process each tax receipt. Currently, every tax receipt crosses the desk of 5 different City employees before it is received back by the donor.

In order to simplify this process, increase the opportunity for donations, and provide a simpler way to donate to P.R.O. Kids, City staff conducted a thorough review of various types of software and/or organizations who could meet the demands of the City Saint John at low or no additional cost to tax-payers; Staff recommends partnering with CanadaHelps to meet these objectives.

CanadaHelps is a registered charity that is national in scope and that works closely with the Canada Revenue Agency to help facilitate donations to charities across the country. As of 2016, they have processed over \$780,000,000 in donations for hundreds of Canadian charities as well as municipalities such as

the City of Edmonton, AB, the City of Guelph, ON, the Town of Midland, ON & the City of Regina, SK.

The process for making a donation through CanadaHelps is fairly straightforward:

- 1) P.R.O. Kids sets up a profile page on CanadaHelps website.
- 2) A donor can make a secure PCI compliant donation on that profile page.
- 3) Legally the donation is made to CanadaHelps in lieu of P.R.O. Kids.
  - a. It is very clear on the profile page that while legally the donation will be to CanadaHelps, the donation will be gifted by CanadaHelps to P.R.O. Kids.
  - b. CanadaHelps deducts a small administrative fee directly from the donation to pay for credit card processing, and operating their charity. In the case of a credit card donation, the fee is 3.5% per donation.
- 4) CanadaHelps issues the donor a digital tax receipt from CanadaHelps, not from the City of Saint John.
- 5) The donor receives an automatic customized thank you from the City of Saint John, and staff will have full access to the donor's details if staff would like to follow up with a donor.
- 6) Legally, CanadaHelps then makes a gift to P.R.O. Kids and direct deposits the donation into the City's bank account, on a weekly cadence.

In the case of a \$100 credit card donation to P.R.O. Kids, CanadaHelps would deduct \$3.50 from the donation. They would issue a tax receipt from CanadaHelps for \$100 to the donor. They would then make a gift of \$96.50 to P.R.O. Kids.

As CanadaHelps is a registered charity, they are permitted by the CRA to make gifts to other charities and municipalities. As a charity, their gifts (i.e. donations) to the City are not considered a taxable service, and so there is no actual cost to the City for this opportunity, nor does the City have to remit or claim HST.

Staff from the Finance and Parks and Recreation service areas have the necessary competencies and capacity to work with this system and process direct deposits. CanadaHelps is a cloud-based service and will not need to be maintained or serviced by the City of Saint John IT department. CanadaHelps will be responsible for technical support of their system.

Staff recommend that the City of Saint John enter into an agreement with CanadaHelps for the processing of donations to P.R.O. Kids and that the Mayor and Common Clerk be authorized to sign all necessary documentation.

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

There are a significant amount of benefits to the City from entering into this agreement.

- This process would digitize a significant amount of the process of receiving donations, and processing tax receipts.
- Staff requirements would be significantly reduced for processing Credit Card donations.
- This process is secure, and increases opportunities for donors to make donations to P.R.O. Kids.
- This process will now allow P.R.O Kids to receive recurring monthly donations from donors if they choose.
- Increased donations will improve the capacity for P.R.O. Kids to assist more residents in financial need.
- Donors will now be able to donate online.
- Donors will now receive a tax receipt immediately.
- The City will no longer have to pay to mail out hundreds of tax receipts per year for credit card donations to P.R.O. Kids
- There is little to no risk or cost implications to the City.
- CanadaHelps is a registered charity, and will essentially offer this service free to the City. Any costs to administer this program are borne by CanadaHelps, and deducted from actual donations with the consent of the donor.
- In 2018, the City processed over \$15,000 in credit card donations to P.R.O. Kids. The City currently absorbs the cost of credit card transaction fees for donations to P.R.O. Kids. These costs will now be the responsibility of CanadaHelps which will be deducted directly from the donation.
- It is assumed that as the opportunity to make donations online is made available, more donors will make their donations in that format rather than by cash or cheque. This will also reduce staff time in multiple service areas.
- The City will still retain the ability and continue to manually issue tax receipts for cheques and in-person donations.

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

Input was received from the following departments or groups: Finance; Information Technology; City Solicitor's Office; Material's Management; P.R.O. Kids Advisory Committee. All were supportive of the proposed agreement.

### ***ATTACHMENTS***

CANADAHELPS CANADON CLIENT AGREEMENT  
CanadaHelps Banking Information Form  
CanadaHelps Terms of Service  
CanadaHelps Privacy Policy  
CanadaHelps PCI Compliance Certificate



## CANADAHELPS CANADON CLIENT AGREEMENT

THIS AGREEMENT is entered into between You ("Client") and CANADAHELPS CANADON, a registered charity and public foundation governed by the laws of Canada, having its principal place of business at 355 Adelaide Street West, Ground Floor, Toronto, Ontario M5V 1S2 ("CanadaHelps").

### Background:

A. CanadaHelps is the owner of an Internet portal located at <http://www.canadahelps.org> and <http://www.canadon.org> (the "Site") which, among other things: (a) provides electronic funds transfer services, event management services for events (the "Events"), receipting and other services to facilitate on-line donations to charities; and (b) lists various charities to which Users may donate.

B. Client wishes to obtain and CanadaHelps wishes to provide the electronic funds transfer services, event management services for Events, receipting and other services to facilitate on-line donations.

IN CONSIDERATION of the promises and mutual obligations contained herein and for other good and valuable consideration, the receipt and sufficiency of which are mutually acknowledged, Client and CanadaHelps agree as follows:

### ARTICLE 1

#### OBLIGATIONS OF CANADAHELPS

##### 1.1 Services

Subject to the terms and conditions of this Agreement, CanadaHelps will use commercially reasonable efforts to provide the following services (the "Services"):

(a) accept eligible on-line donations made to Client ("Donations") by users ("Users") through:

- (i) the Site (including through Client's main Charity Profile page on the Site and any campaigns created by Client);
- (ii) Donation Links and Donation Forms (as described below) located on Client's website;
- (iii) customizable fundraising pages created and managed by Client such as peer-to-peer social fundraising pages and Events pages; or
- (iv) third party online portals, as available from time to time ("Third Party Portals");

(b) e-mail Donation receipts to Users for the eligible amount (if any) of the Donation, as allowed under the *Income Tax Act* (Canada), as amended, and the Canada Revenue Agency guidance, using CanadaHelps' charitable business number 896568417RR0001, or where Client is using the Site for Events, CanadaHelps will collect the Donations from the Events as an agent of Client and all Donation receipts,

where issued, will be issued in Client's name and will contain Client's charitable business number;

(c) transfer Donations minus the applicable transaction fees as described in Section 1.2 (the "Transaction Fees") to the bank account of Client (the "Client Account") specified in the Banking Information Form, as described in Section 2.4 using electronic funds transfer, as per CanadaHelps' Disbursement Schedule as defined in Section 1.4; and

(d) provide Client with information about Donations and information about Donation receipts e-mailed to Users in accordance with CanadaHelps' Privacy Policy, as may be amended from time to time.

(e) other services provided directly on the Site by CanadaHelps (including listing the Client in the database of registered charities located on the Site and posting the Client Profile on the Site).

Notwithstanding anything to the contrary herein, CanadaHelps reserves the right to introduce new services and update or withdraw any of the Services, in its sole discretion. Client may choose to not use any of the Services, provided that this is commercially reasonable and technologically possible for CanadaHelps, and provided that any such election by Client to not use any of the Services will not result in any reduction in the Transaction Fees charged in accordance with Section 1.2.

Donation Links are hyperlinks that may be placed on Client's website, such as the Donate Now Link and Donate Securities Link that allow Users to initiate donations on the Client's website utilizing the electronic funds transfer services provided by CanadaHelps, and the Fundraise Now Link that allows Users to initiate the creation of a fundraising page on the Client's website. Donation Links direct to Forms on the CanadaHelps website.

Donation Forms are CanadaHelps' forms that are embedded on the Client's website to allow Users to complete donations on its website using CanadaHelp's Custom Donate Now services. In these cases CanadaHelps provides code that may be placed on Client's website to embed the form on its website

## 1.2 Charges

Client will pay to CanadaHelps the Transaction Fees that CanadaHelps assesses on a per-Donation basis for those Donations made by cash, cheques, credit card, PayPal, Interac or consisting of gifts of securities using the Services, as described more fully in this Section 1.2 and on the Site. There are two categories of Transaction Fees: The Profile Account Rates and the Full Fundraising Account Rates, as described more fully on the [Site](#). The Full Fundraising Account Rate will apply to all Donations to Client unless CanadaHelps determines in its sole discretion that Client has not met the following conditions, in which case the Profile Account Rates will apply to all Donations made to Client instead: (i) the Donate Now Link or Donation Form is placed on Client's website in a prominent position; (ii) the Site (including the Donate Now Link) and the Services are Client's primary source of and

tool for collecting online donations; (iii) Client has completed the Banking Information Form (described below) and provided the necessary information in order for CanadaHelps to transfer funds electronically, and (iv) Client keeps the Client Profile (defined below) on the Site updated at all times. The current Transaction Fees as of the date of this Agreement are posted on the Site and are subject to change at any time, as described below. If Client believes that it no longer meets (or will no longer meet) all of the Full Fundraising Account Rate eligibility criteria set out above, Client will immediately notify CanadaHelps, and the Profile Account Rate will apply to all Donations made to Client from the date of such notification.

CanadaHelps reserves the right from time to time to change the Transaction Fees as well as to introduce new fees and charges, including: (a) in respect of Donations made by other payment methods; (b) imposed by third parties for any Donations made through a Third Party Portal; (c) in respect of the Services; or (d) in respect of new services (for example, ticket sales solutions, Person-to-Person fundraising, customized donation solution). CanadaHelps will use commercially reasonable efforts to notify Client of any changes to its Transaction Fees or the introduction of new fees by email and will post its current Transaction Fees on the Site. Changes to the Transaction Fees will be published on the Site in advance of the effective date of the change and will become effective as of the date indicated as the “effective date” in such posting.

### 1.3 Provision of Services

CanadaHelps will use commercially reasonable efforts to provide the Services in a timely manner, but will not be responsible or liable for any failure to do so. Further, CanadaHelps reserves the right to change, modify or discontinue any or all of the Services and to suspend the Services for maintenance and testing purposes at any time and from time to time upon written notice to Client. CanadaHelps will be under no obligation to provide any Services until it has verified the information provided by Client in the Banking Information Form (described in section 2.4). CanadaHelps may also at any time discontinue or suspend the provision of Services to Client, in whole or in part, if, in CanadaHelps’ sole discretion acting reasonably, such action is necessary to prevent fraud or illegal activity, or to protect the rights, property or safety of CanadaHelps, its affiliates and its other clients, or their respective directors, officers, agents, employees, subcontractors and representatives.

### 1.4 Donation Funds

All Donations, regardless of method of collection, will be held by CanadaHelps for the benefit of Client and will be segregated in CanadaHelps’ accounting system from all other Donations collected on behalf of other clients of CanadaHelps. CanadaHelps will use commercially reasonable efforts, as described in CanadaHelps [Disbursement Policy] to transfer Donations (less any Transaction Fees as outlined in Section 1.2) held by CanadaHelps to the Client Account in accordance with the

then current disbursement schedule as posted on the Site from time to time (the “Disbursement Schedule”).

### 1.5 Insurance

During the Term of this Agreement, CanadaHelps will maintain Crime & Fraud insurance in an amount not less than \$1,000,000 per occurrence.

## ARTICLE 2

### OBLIGATIONS OF CLIENT

#### 2.1 Use of Services

Client will use the Services solely for its own benefit or otherwise in accordance with Client’s officially published mandate. Client acknowledges that should it choose to embed Donation Form(s) on its website rather than use a Donate Now Link, it is important that such forms be embedded on a secure page (as further detailed in Section 5 and 6). Where the Site is used for Events and there is an advantage to the Donor to be deducted from the amount of the Donation, Client will provide CanadaHelps with the information necessary to issue receipts in accordance with the provisions of the *Income Tax Act* (Canada), as amended, and any applicable Canada Revenue Agency guidance. Client’s use of the Site and Services is subject to the then current Terms of Use Policy and Privacy Policy as posted on the Site from time to time.

#### 2.2 Compliance with Privacy Laws

Client will at all times comply with all applicable laws and will collect, store, use and disclose any personal information (as such term is defined in the *Personal Information and Electronic Documents Act* (Canada), R.S.C. 2000, c.5) of Users in accordance with CanadaHelps’ Privacy Policy and all applicable laws (including, without limitation, privacy, data protection and anti-spam laws). Client will use its best efforts to honour the contact preferences of Users as communicated from time to time to CanadaHelps. Without limitation to any other rights or remedies available to CanadaHelps at law or in equity, failure by Client to comply with CanadaHelps’ Privacy Policy, applicable laws or the preferences of Users may result in the immediate termination of this Agreement by CanadaHelps or the refusal by CanadaHelps to provide User information to Client.

#### 2.3 Return of Donation

If after a Donation has been transferred by CanadaHelps in full to the Client Account, such Donation is thereafter rejected or reversed for any or no reason, including payments made in error, credit card chargebacks, NSF, refund requests, suspected or actual fraud, in whole or in part, Client will be liable to refund such rejected Donation amount in full to CanadaHelps and will reimburse CanadaHelps for any directly related out-of-pocket expenses and reasonable administrative costs incurred by CanadaHelps related thereto (collectively, the “Refund Amount”). CanadaHelps will debit the Client Account for the full Refund Amount in accordance with the Banking Information Form.

#### 2.4 Client Banking Information

For the purposes of Donation transfers and returns referred to in Section 1.1 and Section 2.3 respectively, and other payments required to be made pursuant to this Agreement, Client authorizes CanadaHelps to make debits and credits solely in accordance with this Agreement and the Banking Information Form by using an electronic funds transfer system. Client will provide all necessary banking information requested in the Banking Information Form found on the Site, to CanadaHelps, via submission online or via fax, mail or email in order to activate electronic fund transfers and pre-authorized debits. Client is responsible for promptly updating CanadaHelps in writing of any change in the account information in accordance with the terms of this Agreement. The information in the Banking Information Form will be treated as Confidential Information (as defined below) under this Agreement. Should Client require its banking information to be updated, Client will complete the Change of Banking Information Form found on the CanadaHelps website or return it via fax, mail or email. The Change of Banking Information Form will supersede the original Banking Information Form and any subsequent changes to the original banking information upon receipt. Previous banking information will be destroyed.

#### 2.5 CanadaHelps Donation Links and Donation Forms

Where Client requests to use the Donation Links or Donation Forms on its website, CanadaHelps may request a printout sample of the placement of such Donation Link or Donation Form on Client's website for approval by CanadaHelps. Client will also discontinue use of the Donation Links or Donation forms and remove such Donation Links or Donation Forms from Client's website immediately if Client loses its status as a registered charity or upon written notice by CanadaHelps.

#### 2.6 Third Party Services

Client is responsible, at Client's sole expense, for obtaining, licensing and maintaining all equipment, software and telecommunications or other services which are necessary in order to receive the Services.

### ARTICLE 3

#### CLIENT PROFILE

##### 3.1 Client Profile

Client will be responsible for providing CanadaHelps with information about Client (the "Client Profile") for posting on the Site by updating the "Profile" screen located on the Site.

##### 3.2 Updates to Client Profile

CanadaHelps will provide Client with a unique login and password to access Client's CanadaHelps account so that Client can update the Client Profile.

##### 3.3 Client Login and Password

Client is responsible for maintaining the confidentiality of Client's login and password. Client is responsible for all use of the Services under Client's login and password whether or not authorized by Client. Client will notify CanadaHelps immediately of any unauthorized use of Client's login or password.

### 3.4 Grant of Licence

During the Term of this Agreement, Client hereby grants to CanadaHelps a non-exclusive, non-transferable, irrevocable, world-wide, royalty-free licence to use, perform, reproduce, have reproduced, distribute, transmit, display or modify any content contained in the Client Profile in connection with this Agreement, and to permit visitors to the Site to access, download and make copies for their own personal use, any content contained in the Client Profile.

### 3.5 Restrictions on Client Profile

CanadaHelps reserves the right to remove or modify any content contained in the Client Profile which CanadaHelps, acting reasonably, considers to be offensive, harmful to the business or reputation of CanadaHelps or the goodwill associated therewith, or otherwise objectionable.

### 3.6 Alteration of Client Profile

In no event will CanadaHelps, its licensors or suppliers be liable for any unauthorized access to, or alteration, theft or destruction of any content contained in the Client Profile on the Site, whether caused by accident, fraudulent means or devices or otherwise.

## ARTICLE 4 TRADE-MARKS

### 4.1 Definition of Marks

For the purposes of this Agreement, "Marks" means domain names, trade-marks, trade names, brands, business names, designs, graphics, logos and other commercial symbols and indicia of origin, and any goodwill associated therewith.

### 4.2 Use of Client Marks

Client is the owner or licensee of the Marks Client identifies in writing to CanadaHelps as the "Client Marks" and hereby grants to CanadaHelps a non-exclusive licence to use the Client Marks in connection with this Agreement and the provision of the Services. CanadaHelps will use the Client Marks in the form provided and in accordance with any guidelines for the usage thereof provided by Client to CanadaHelps at any time and from time to time.

### 4.3 Use of CanadaHelps Marks

CanadaHelps is the owner or licensee of the Marks listed as the "CanadaHelps Marks" at the end of this Agreement. CanadaHelps may, in its sole discretion, grant to Client a non-exclusive licence to use some or all of the CanadaHelps Marks on Client's website or elsewhere in connection with this Agreement. If CanadaHelps

grants Client such a licence, Client will use the applicable CanadaHelps Marks in the form provided and in compliance with any guidelines for the usage thereof provided by CanadaHelps to Client at any time and from time to time.

#### 4.4 Reservation of Rights

Client and CanadaHelps will each retain all right, title and interest in and to their respective Marks and nothing in this Agreement will convey to either party any right of ownership in the other party's Marks. Neither party will now or in the future contest the validity of the other party's Marks. The licensee of the Marks will not take any action inconsistent with the owner's ownership of the Marks and any benefits occurring from the use of such Marks will automatically vest in the owner.

### ARTICLE 5 REPRESENTATIONS AND WARRANTIES

#### 5.1 Representations and Warranties of Client

Client represents, warrants and covenants that:

(a) Client is a charity registered either as a charitable organization, private foundation or public foundation or other qualified donee, as those terms are defined under section 149.1 of the *Income Tax Act* (Canada), as amended;

(b) Client fully complies and will at all times continue to fully comply with all applicable laws, statutes and regulations, including, without limitation, the *Income Tax Act* (Canada), as amended, all other taxation, privacy laws and anti-spam legislation;

(c) Client has full power and authority to enter into this Agreement and the execution and performance of its obligations under this Agreement does not conflict with:

(i) any laws, rules, regulations or governmental guidelines to which Client is subject; or

(ii) any other agreements to which Client is a party or to which Client is otherwise bound;

(d) Client owns or has the authority to grant the rights and licences granted to CanadaHelps by Client under this Agreement;

(e) any content contained in the Client Profile when used, performed, reproduced, distributed, transmitted, displayed or modified by CanadaHelps as permitted under this Agreement does not violate the rights of any third party including, without limitation, any patents, trade-marks, copyrights (including performer's rights), trade secrets, trade names and other intellectual property rights whether registered or not (collectively, the "Intellectual Property Rights");

(f) Client has obtained all necessary waivers of moral rights from authors of any content contained in the Client Profile to permit the use, performance, reproduction, transmission, distribution display or modification of such content by CanadaHelps as permitted under this Agreement and the use of such content by CanadaHelps in accordance with this Agreement will not require any additional consents, permissions or approvals from or payments to any third party;

(g) any content contained in the Client Profile complies with all applicable laws, statutes and regulations including, without limitation, all slander, defamation, libel, obscenity and privacy laws;

(h) the use of the Client Marks by CanadaHelps as permitted under the Agreement does not violate the rights of any third party including, without limitation, any Intellectual Property Rights;

(i) Client has provided accurate information to CanadaHelps with respect to the information necessary to provide receipts including the amount of the Donation and any advantage to the Donor to be deducted from the amount of the Donation in accordance with the provisions of the *Income Tax Act* (Canada), as amended, and any applicable Canada Revenue Agency guidance, where required; and

(j) Client has taken reasonable safeguards to prevent malicious conduct on its website when using CanadaHelps Site or Services including CanadaHelps Donation Links and Donation Forms

## 5.2 Representations and Warranties of CanadaHelps

CanadaHelps represents, warrants and covenants that:

(a) CanadaHelps fully complies and will at all times continue to fully comply with all applicable laws, statutes and regulations, including, without limitation, the *Income Tax Act* (Canada), as amended, all privacy laws and anti-spam legislation; and

(b) CanadaHelps has full power and authority to enter into this Agreement and the execution and performance of its obligations under this Agreement does not conflict with:

(i) any laws, rules, regulations or governmental guidelines to which CanadaHelps is subject; or

(ii) any other agreements to which CanadaHelps is a party or to which CanadaHelps is otherwise bound.

## ARTICLE 6

### WARRANTY DISCLAIMER, INDEMNITY AND LIMITATION OF LIABILITY

#### 6.1 Warranty Disclaimer, Indemnity and Limitation of Liability

In view of CanadaHelps' non-profit, charitable status, and in consideration of CanadaHelps' agreement to provide the Services to Client, Client acknowledges and agrees that:

(a) In no event will CanadaHelps, its affiliates, directors, officers, agents, employees, suppliers, subcontractors or licensors be responsible for losses, damages or expenses of any kind whatsoever caused to Client, Users or any third party relating to or arising in any manner under or in connection with this Agreement or the Services. Without limiting the generality of the foregoing, in no event will CanadaHelps, its licensors or suppliers be liable for damages for loss of profits, loss of data or information, business interruption or other pecuniary loss relating to or arising in any manner under or in connection with this Agreement or the use of the Services or the Site or the ability or inability to use the Services or the Site or the ability or inability of the Services or the Site to be used with any software,



systems or equipment of Client or the failure by CanadaHelps to provide any or all of the Services in a timely or proper manner or at all. If the exclusion of liability set out in this Section 6.1(a) is held to be unenforceable or inapplicable for any reason, in no event will the total cumulative liability of CanadaHelps, its affiliates, directors, officers, agents, employees, suppliers, subcontractors or licensors in connection with this Agreement or the Services exceed the total sum of Transaction Fees paid by Client to CanadaHelps in the six months preceding the date on which the applicable claim arose.

(b) In no event will CanadaHelps, its affiliates, directors, officers, agents, employees, suppliers, subcontractors or licensors be liable to Client, Users or any third party for any special, indirect, incidental, or consequential damages, even if CanadaHelps, its affiliates, directors, officers, agents, employees, licensors, subcontractors or suppliers have been advised of the possibility of such damages.

(c) The Services and the Site are provided to Client on an "as is" basis without representations, warranties or conditions of any kind. As between the parties, Client assumes responsibility for determining the suitability of the Services or the Site, for the use of the Services or Site and for the results obtained. If Client is using the Site for Events, Client is responsible for determining whether any taxes, including Goods and Services Tax, Harmonized Sales Tax or provincial sales tax applies and Client will be responsible for remitting all such taxes to the appropriate authorities out of the funds collected by Client. CanadaHelps disclaims all warranties, conditions and representations of any kind, whether express, implied or collateral, including, but not limited to, all conditions, representations or warranties of merchantability, of fitness for a particular or general purpose, of non-infringement, of compatibility or that the Services or the Site are secure, or error free or will operate without interruption or will be provided in a timely or proper manner or at all.

## 6.2 Scope of Limitation and Disclaimer

The foregoing limitations and disclaimers apply regardless of the causes or circumstances giving rise to the loss, damage, claim or liability, even if such loss, damage, claim or liability is based on negligence or any other tort, strict liability, breach of contract including, without limitation, breach of a fundamental term, product liability or infringement of any intellectual property right.

## 6.3 Client Indemnity

Client will indemnify and hold CanadaHelps, its affiliates, directors, officers, agents, employees, suppliers, subcontractors and licensors harmless from and against any losses, damages and expenses (including legal fees) ("claims") arising out of or relating to:

(a) Any claims or demands made by User or any third party due to or arising out of Client's use of the Services or the Site, unless such claim is directly and solely caused by the gross negligence or the intentional or wilful misconduct of CanadaHelps, its affiliates, directors, officers, agents, employees, subcontractors or licensors;

(b) Client's violation of any of the terms and conditions of this Agreement, including, without limitation, any of Client's representations and warranties;

(c) Client's violation of any applicable laws, including, without limitation, the *Income Tax Act* (Canada) as amended, all other taxation, privacy laws and anti-spam legislation; or

(d) The Client Profile or Client Marks, including, without limitation, that the Client content or Client Marks infringe the intellectual property rights of any third party or that the content of the Client Profile is libellous, slanderous, defamatory, obscene or violates any other rights (including privacy rights) of any third party.

## ARTICLE 7 TERMS AND TERMINATION

### 7.1 Term

The term of this Agreement will begin on the Effective Date and will continue until this Agreement is terminated as provided for herein (the "Term").

### 7.2 Termination by CanadaHelps

CanadaHelps may terminate this Agreement, with or without cause and without paying any termination fees, charges or other amounts, at any time immediately upon written notice to Client.

### 7.3 Termination by Client

Client may terminate this Agreement at any time by providing notice to CanadaHelps that Client wishes to deactivate its Client Profile.

### 7.4 Post-Termination Obligations

Unless otherwise requested in writing by Client, or at the discretion of CanadaHelps, CanadaHelps may maintain the Client Profile on the Site following the termination of this Agreement, including for CanadaHelps' audit or other record retention purposes. Client will immediately cease all use of and access to the Site following the termination of this Agreement.

## ARTICLE 8 CONFIDENTIALITY, OWNERSHIP AND PRIVACY

### 8.1 Confidential Information

For the purposes of this Agreement, "Confidential Information" means, with respect to either party, the non-public, confidential, secret or proprietary material and information of such party that has been or may be, directly or indirectly, disclosed to, or come into the possession or knowledge of, the other party, whether in verbal, written, graphic, electronic or other form, in connection with or as a result of entering into this Agreement.

### 8.2 Confidentiality

Each party will maintain the confidentiality of all Confidential Information of the other party and will not release, disclose, use, make available or copy any such Confidential Information without the prior written consent of the disclosing party except as necessary to carry out its obligations under this Agreement. Each party may disclose the other party's Confidential Information to its employees, agents or subcontractors on a need-to-know basis only and subject to entering into a non-disclosure agreement. Each party will not use in any way, for its own account or for the account of any third party, except as expressly permitted by, or required to achieve the purposes of this Agreement, or disclose to any third party (except to that party's legal advisor, accountants or other advisors as reasonably necessary), any of the other party's Confidential Information, and will take reasonable precautions to protect the confidentiality of such Confidential Information, at least as stringent as it takes to protect its own Confidential Information. Excluded from this obligation of confidentiality is Confidential Information which:

(a) is known to the receiving party prior to receipt from the disclosing party directly or indirectly from a source other than one having an obligation of confidentiality to the disclosing party;

(b) becomes known to the receiving party directly or indirectly from a third party source not having an obligation of confidentiality to the disclosing party;

(c) becomes publicly known or otherwise ceases to be secret, proprietary or confidential, except through a breach of this Agreement by the receiving party;

(d) is independently developed by the receiving party; or

(e) is required to be disclosed by a government authority or by law, provided that the receiving party gives the disclosing party reasonable prior written notice sufficient to permit the disclosing party to contest such disclosure.

### 8.3 Ownership

Except for the rights expressly granted under the Agreement, as between CanadaHelps and Client:

(a) CanadaHelps retains all right, title and interest in and to the Site, and the Services, including, without limitation, all Intellectual Property Rights therein ("CanadaHelps Property"); and

(b) Client retains all right title and interest in and to any information, materials or other content that Client provides in the Client Profile (but only provided that Client does not thereby acquire any rights in or to any CanadaHelps Property), including all Intellectual Property Rights therein.

## ARTICLE 9

### GENERAL PROVISIONS

#### 9.1 Relationship of the Parties

Nothing contained in this Agreement will be deemed or construed by the parties hereto or any third party to create the relationship of partnership or joint venture between the parties, it being understood that the parties will at all times remain independent parties contracting for Services.

## 9.2 Assignment

This Agreement will be binding upon and enure to the benefit of the parties hereto and their respective successors and permitted assigns. Neither party will assign or transfer this Agreement or any of its rights under this Agreement, whether directly or indirectly, without first obtaining the prior written consent of the other party, such consent not to be unreasonably withheld, except that in the event CanadaHelps transfers its tax-exempt status as a registered charity to another corporation, CanadaHelps will be permitted to assign this Agreement to such transferee corporation without prior written consent to Client.

## 9.3 Notice

All notices or other communications pursuant to this Agreement will be in writing and will be delivered personally, sent by registered mail (with postage prepaid) or transmitted by facsimile or e-mail to the intended recipient at the address provided in this Agreement or to such other address as either party may have furnished to the other party in writing in accordance herewith. Any such notice or communication will be deemed to have been received on the date on which it was delivered or transmitted by facsimile or other form of recorded communication, or on the third business day next following the mailing of such notice.

## 9.4 Governing Law

This Agreement will be governed by the laws of the Province of Ontario and the laws of Canada applicable therein. Each of Client and CanadaHelps hereby irrevocably attorn to the jurisdiction of the Ontario courts in respect of any matter concerning this Agreement.

## 9.5 Survival

The provisions of Sections 1.2, 2.2, 2.3, 4.4, 5.1, Article 6, 7.4, Articles 8 and 9, and all other provisions which either expressly or by their nature survive, will survive termination or expiration of this Agreement.

## 9.6 Entire Agreement

This Agreement and the documents referred to or incorporated herein by reference contain the entire agreement between CanadaHelps and Client with respect to the subject matter thereof and supersede all prior agreements, negotiations and representations, written or oral, relating to its subject matter. Except as provided in this Agreement and in the schedules attached hereto and the documents referred to or incorporated into this Agreement by reference, there are no conditions, representations, warranties, undertakings or agreements between the parties whether direct, indirect, collateral, express or implied. CanadaHelps may update the terms of this Agreement from time to time to reflect changes in its business practices by posting notice of the change in terms on the Site. Any updated terms will become effective upon posting on the Site or upon the date designated by CanadaHelps as the “effective date” (if any).

#### 9.7 Further Assurances

The parties will co-operate with and assist each other and take such action as may be reasonably necessary to implement and carry into effect this Agreement to its full extent, including, without limitation, assisting each other in complying with applicable law.

#### 9.8 Amendment

This Agreement cannot be modified, varied, amended or supplemented in any way by Client. CanadaHelps reserves the right to modify, vary, amend or supplement this Agreement, including changes to Transaction Fees, Disbursement Schedule, Services or other fees or charges, at any time and from time to time. CanadaHelps will post the current version of this Agreement on the Site and each such change will be effective upon posting on the Site or upon the date designated by CanadaHelps as the “effective date” (if any). Client’s continued use of the Services following any such change constitutes Client’s agreement to be bound by and its acceptance of this Agreement as so modified.

#### 9.9 Subcontractors

CanadaHelps may from time to time, in its sole discretion and without notice to Client, subcontract the performance of its obligations under this Agreement, in whole or in part, to a third party. Where CanadaHelps chooses to engage a subcontractor, such subcontracting will not relieve CanadaHelps of any of its obligations or liability under this Agreement.

#### 9.10 Severability

If any provision of this Agreement is determined by any court of competent jurisdiction to be invalid, illegal or unenforceable, that provision will be severed from this Agreement and the remaining provisions will continue in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to either of the Parties.

#### 9.11 Force Majeure

Neither party will be liable for any loss or damage or for any delay or failure in performance due to acts beyond the control of such party whether or not such acts could reasonably be anticipated (including acts of God, legislative, judicial or regulatory acts of any provincial or the federal government, court or regulatory authority, acts of any of our subcontractors or any third party providers of goods or services to us, labour disruptions, blackouts, embargoes), except that non-payment of amounts due under this Agreement will not be excused by this provision.

#### 9.12 No Waiver

Any waiver by CanadaHelps of any of the provisions of this Agreement will not constitute a waiver of any other provision hereof (whether similar or not), nor will any such waiver constitute a continuing waiver of that particular provision, unless expressly provided by CanadaHelps in writing.

### 9.13 Language

The parties hereto confirm that it is their wish that this Agreement, as well as all other documents relating hereto, including the Banking Information Form and all notices, have been and will be drawn up in the English language only. A French version of this Agreement and the Banking Information Form will be made available upon request by Client, however, the English version of such documents will govern. / Les parties aux présentes confirment leur volonté que la présente convention, de même que tous les documents qui s'y rattachent, y compris tout formulaire de renseignements bancaires et tout avis, soient rédigés en langue anglaise. Le client pourra obtenir sur demande la version française de la présente convention et du formulaire de renseignements bancaires, mais la version anglaise de ces documents prévaudra sur la version française.

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CANADAHELPS MARKS

"CanadaHelps"

"GIVING MADE SIMPLE"

"THE FUTURE OF PHILANTHROPY"

"LE DON EN TOUTE SIMPLICITÉ"

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BANKING INFORMATION FORM

Client is required to return the Banking Information Form to CanadaHelps within ten (10) business days of this date in order to finalize the terms of Agreement.

### Important Information Regarding Pre-Authorization:

CanadaHelps reserves the right to perform a Funds Transfer Pre-Authorized Debit (PAD) to your charity's bank account in the event of payments made in error, credit card chargebacks, NSF, refund requests, and suspected or actual fraud related to funds previously disbursed into your bank account. CanadaHelps PADs occur in a variable amount on a fixed bi-weekly schedule. Signing this form authorizes CanadaHelps to perform such debits when necessary.

You have certain recourse rights if any debit does not comply with this agreement. For example, you have the right to receive reimbursement for any debit that is not authorized or is not consistent with this PAD Agreement. To cancel this PAD agreement, your charity must provide 30 days written notice to CanadaHelps.org. To obtain more information on your recourse rights, or to obtain a sample cancellation form and receive more information about your right to cancel your PAD agreement, contact your financial institution or visit [www.cdnpay.ca](http://www.cdnpay.ca).

### Required Authorized Information:

Charity Name:	
Charitable Registration Number:	Date:
Address:	Telephone Number:
Contact Person:	Fax Number:
Bank Institution Code (3 digits):	Bank Transit Number (5 digits):
Bank Account Number (7 digits minimum):	
Name of Authorized Signing Officer:	
Signature of Authorized Signing Officer:	

### Ready to submit? Please follow these instructions:

1. Ensure all the above information is completed (all fields are required).
2. Attach a clear and readable copy of a voided cheque (preferred method) or a bank statement.
3. Send in your fully completed form and requested banking information listed in item two of these instructions by email at [info@canadahelps.org](mailto:info@canadahelps.org), or by fax at **1-888-787-4264**.  
All documentation can be scanned or clearly photographed. If needed, documentation can also be mailed to CanadaHelps to the address listed below.



Please note we can only complete your registration unless we receive all requested documentation.

Should you have any questions, please contact us at: [info@canadahelps.org](mailto:info@canadahelps.org) or by phone at 1-877-755-1595.

**CanadaHelps CanaDon** 355 Adelaide Street West, Ground Floor, Toronto, Ontario M5V 1S2

**Registered Charity Number** 89656 8417 RR0001



(<https://www.canadahelps.org/en/>)

# TERMS OF USE

(Last updated: February 7, 2019)

CanadaHelps makes available to you this website located at [www.CanadaHelps.org](http://www.CanadaHelps.org) (the “Website”) subject to your acceptance of and compliance with these website terms of use (the “Terms of Use”). BY ACCESSING, BROWSING, AND/OR USING THIS WEBSITE YOU ARE ACKNOWLEDGING THAT YOU HAVE READ AND UNDERSTOOD THESE TERMS OF USE AND OUR PRIVACY POLICY (<https://www.canadahelps.org/en/privacy-policy/>) AND THAT YOU AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. IF YOU CANNOT OR DO NOT AGREE WITH THESE TERMS OF USE OR OUR PRIVACY TERMS OF USE THEN DO NOT ACCESS OR USE THIS WEBSITE.

CanadaHelps reserves the right, in its sole discretion, to update, revise, supplement, and modify these Terms of Use as well as to impose new or additional terms and conditions to these Terms of Use at any time. We will notify you of any changes to these Terms of Use by posting any revised draft on our Website. Your continued access or use of the Website after such modifications have been posted shall indicate your acceptance of and agreement to be bound by these Terms of Use as modified. It is your responsibility to review regularly these Terms of Use.

CanadaHelps does not intentionally market its services to minors. If you are under 18, you will need to obtain your parent or guardian's permission before you send any personal information to CanadaHelps over the Internet. Parent or guardian participation, understanding of their children's online usage, and awareness of the activities in which they are participating, are strongly encouraged.

## 1. YOUR DONATIONS

CanadaHelps' Website offers a user-friendly way for individuals to donate or fundraise for their favourite Canadian charities. All donations made through our tools and services (whether through our Website, our tools and services for registered Canadian charities, or our services provided to our partners) are made directly to CanadaHelps (who issues donors their tax receipts).



CanadaHelps transfers the donated amount (minus its non-commercial service fee described below) to the registered charity selected by the donor (unless, of course, your donation is intended by you to be to CanadaHelps alone, in which case your donation in support of our activities is gratefully received and retained by CanadaHelps in its entirety).

CanadaHelps is a not-for-profit registered Canadian charity. To support our service offerings and in consideration for the many services that we offer to the charities listed on this Website, such charities pay to CanadaHelps non-commercial service fees, which are assessed on a per donation basis according to the type of donation and rates published on the Website at: <https://www.canadahelps.org/en/for-charities/pricing/> (<https://www.canadahelps.org/en/for-charities/pricing/>). A copy of our Donation Disbursement Policy may be found here (<https://www.canadahelps.org/en/donation-delivery-and-refund-policy/>).

## 2. CONDITIONS OF USE

Except as may be expressly authorized by CanadaHelps, any reproduction, modification or distribution of the Website materials or content, in whole or in part, is strictly prohibited. Notwithstanding the foregoing CanadaHelps hereby grants to you a limited, non-transferrable license to view, download, and retain copies of this Website and materials published by CanadaHelps on this Website for your personal, non-commercial use only, provided you do not remove or alter any copyright or other proprietary notices. You also agree that you will not use any part of this Website in such a way that suggests any type of relationship between CanadaHelps and you or any entity related to you, unless you have received prior consent from CanadaHelps.

For registered charities that use the tools and services that are made available through this Website, you understand that your use of such tools and services is governed by the CanadaHelps Client Services Agreement (<https://www.canadahelps.org/en/canadahelps-client-agreement/>). Except to the extent permitted by copyright law, no copying or use of the material from this Website is permitted except in accordance with these Terms of Use, the CanadaHelps Client Services Agreement or the express permission of CanadaHelps. CanadaHelps reserves the right to modify, change, discontinue or suspend the Website (and any services offered through the Website) in whole or in part, at any time, without prior notice to you. CanadaHelps or any of its respective employees, agents, officers, directors or third party service providers (collectively, "CanadaHelps and CanadaHelps Service Providers") shall not be liable to you or any third party should CanadaHelps exercise this right.

You represent and warrant that any information or materials you provide to CanadaHelps or post on its Website is accurate, truthful, not misleading, not confidential property of third parties, does not violate third party rights, and is offered in good faith. This includes, but is not limited to, information provided as part of any registration, to gain access to, or for use of any service offered on the Website. In addition you agree not to use the Website in connection with any of the following activities: a) sending and relaying spam, impersonating another person or entity, falsely misrepresenting your identity or your affiliations; b) for illegal or fraudulent purposes; c) for transmitting or distributing any objectionable material that is illegal, harassing, defamatory, tortuous, sexually explicit, obscene, hateful, or racist; or d) for transmitting material that contain computer programs including but not limited to viruses, Trojan horses, worms, time bombs, and cancel bots, which are designed to disrupt, destroy, harm, or damage the operation of the Website or computer. CanadaHelps reserves the right at any time, in its discretion, to remove any content or material provided or posted by you including, but not limited to, materials CanadaHelps deems to be in violation of these Terms of Use or the CanadaHelps Client Services Agreement.

### **3. MONITORING INFORMATION**

CanadaHelps makes reasonable efforts to ensure that the information provided through the Website is current and accurate. CanadaHelps makes no representations or warranties as to the accuracy, reliability, completeness or timeliness of such information.

### **4. OWNERSHIP OF INTELLECTUAL PROPERTY**

CanadaHelps and its licensors own all rights, title and interest in the Website and you acquire no interest therein. The materials provided on the Website including, without limitation, all content, site design, text, graphics and the selection and arrangement thereof are protected by copyright. All rights are reserved. Any unauthorized use or any reproduction, modification or distribution of the materials is strictly prohibited. Nothing in these Terms of Use shall grant you any rights in or to the intellectual property or proprietary rights of CanadaHelps or any third party. By providing or posting this material onto CanadaHelps' website you hereby grant to CanadaHelps a nonexclusive, royalty free, perpetual, and irrevocable license which allows CanadaHelps the right to use, edit, modify, adapt, reproduce, publish, distribute and display such material. You also hereby waive all moral rights you may have in such material. You represent and warrant that you own all rights to the material you post on our Website and therefore have the authority to grant such a license. Nothing on the Website shall be construed as granting, either expressly, by implication, by estoppel or otherwise, a licence or other right to you to use any trade-marks

or trade-names of CanadaHelps. The names of other companies, products or services referred to on the Website may be trade-marks or trade-names of their respective owners. Any unauthorized use of the trade-marks or trade-names of CanadaHelps or of third parties is strictly prohibited.

## 5. LINKS

Certain links on this Website lead to other websites ("Linked Sites"), which are owned and operated by independent parties over whom CanadaHelps has no control. Use of any Linked Site is entirely at your own risk. CanadaHelps makes no representations or warranties as to the accuracy or any other aspect of the information contained on the Linked Sites, including the goods or services sold or made available. CanadaHelps therefore disclaims all liability and responsibility for the availability of information, content, accuracy, products, or services found on Linked Sites. The existence of a link from the Website to any third party site does not constitute an endorsement by CanadaHelps of the Linked Site or any goods, services or information provided through such Linked Sites.

While CanadaHelps encourages links to the Website, we do not wish to be linked to or from any third-party web site which may be damaging or detrimental to the activities, operations, credibility or integrity of CanadaHelps. CanadaHelps reserves the right to prohibit or refuse to accept any link to the Web site which contains or makes available any content or information that includes, without limitation, unlawful, threatening, abusive, racist, libellous, defamatory, obscene, vulgar, violent, pornographic, profane or indecent information of any kind. You agree to remove any link you may have to the Website upon the request of CanadaHelps.

You may not use the Website in any manner which could damage, disable, overburden, or impair the Website or interfere with any other party's use or enjoyment of the Website.

## 6. COMPLIANCE WITH LAWS

In addition to complying with these Terms of Use, you agree to use the Website and services available on or through the Website for lawful purposes only and in a manner consistent with local, national or international laws and regulations.

## 7. DISCLAIMERS, LIMITATIONS OF LIABILITY AND INDEMNIFICATION

YOU UNDERSTAND AND AGREE THAT: USE OF THE WEBSITE IS AT YOUR SOLE RISK. THE WEBSITE IS PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS. CANADAHELPS DOES NOT PROVIDE ANY WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES REGARDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CANADAHELPS DOES NOT WARRANT THAT USE OF THE WEBSITE WILL BE UNINTERRUPTED OR ERROR FREE; NOR DO WE MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE WEBSITE OR AS TO THE ACCURACY, RELIABILITY OR CONTENT OF ANY INFORMATION AVAILABLE ON OR THROUGH THE WEBSITE. THE DOWNLOADING OF MATERIAL FROM THE WEBSITE IS DONE AT YOUR OWN RISK. CANADAHELPS DOES NOT GUARANTEE OR WARRANT THAT SUCH MATERIALS ARE FREE OF VIRUSES, WORMS, TROJAN HORSES OR OTHER DESTRUCTIVE CODE. YOU ARE RESPONSIBLE FOR IMPLEMENTING SAFEGUARDS TO PROTECT YOUR COMPUTER SYSTEM AND DATA AND YOU ARE RESPONSIBLE FOR THE ENTIRE COST OF ANY SERVICE, REPAIRS OR CORRECTIONS NECESSARY AS A RESULT OF THE USE OF THE WEBSITE. YOU SHOULD NOT RELY ON ANY OPINION OR OTHER INFORMATION SET OUT IN THE WEBSITE WHEN MAKING BUSINESS, FINANCIAL, PERSONAL OR OTHER DECISIONS. CANADAHELPS AND CANADAHELPS SERVICE PROVIDERS DO NOT ENDORSE THE OPINIONS OF ANY THIRD PARTY EXPRESSED ON THE WEBSITE OR ANY SITE ACCESSIBLE THROUGH THE WEBSITE.

**Limitations of Liability.** TO THE EXTENT PERMITTED BY LAW, IN NO EVENT SHALL CANADAHELPS ITS SERVICE PROVIDERS, SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, ATTORNEYS, AND AGENTS BE LIABLE FOR ANY: (i) INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, COMPENSATORY OR PUNITIVE DAMAGES; (ii) DAMAGES FOR LOSS OF INCOME, LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA OR BUSINESS INFORMATION, LOSS OF OR DAMAGE TO PROPERTY; (iii) CLAIMS OF THIRD PARTIES; OR (iv) OTHER PECUNIARY LOSS, ARISING OUT OF OR RELATED TO THIS POLICY, THE WEBSITE OR ANY LINKED SITE. IN NO EVENT WILL THE CUMULATIVE LIABILITY OF CANADAHELPS, ITS SERVICE PROVIDERS, SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, ATTORNEYS, AND AGENTS ARISING OUT OF OR RELATED TO THIS POLICY EXCEED CDN \$100. TO THE EXTENT THAT SOME JURISDICTIONS DO NOT ALLOW EXCLUSIONS OR LIMITATIONS ON SOME CATEGORIES OF DAMAGES, THESE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU.

**Scope of Limitations and Disclaimers.** THE DISCLAIMER OF WARRANTIES AND LIMITATIONS OF LIABILITY SET OUT IN THESE TERMS OF USE SHALL APPLY REGARDLESS OF THE CAUSES, CIRCUMSTANCES OR FORM OF ACTION GIVING RISE TO THE LOSS, DAMAGE, CLAIM OR LIABILITY, EVEN IF SUCH LOSS, DAMAGE, CLAIM OR LIABILITY IS BASED UPON BREACH OF CONTRACT (INCLUDING, WITHOUT LIMITATION, A CLAIM OF FUNDAMENTAL BREACH OR BREACH OF A FUNDAMENTAL TERM), TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), STRICT LIABILITY OR ANY OTHER LEGAL OR EQUITABLE THEORY, AND EVEN IF CANADAHHELPS, ITS SERVICE PROVIDERS, SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, ATTORNEYS, AND AGENTS ARE ADVISED OF THE POSSIBILITY OF THE LOSS, DAMAGE, CLAIM OR LIABILITY.

**Indemnity.** YOU AGREE TO INDEMNIFY AND HOLD HARMLESS CANADAHHELPS AND ITS SERVICE PROVIDERS, SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, ATTORNEYS, AND AGENTS FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, DAMAGES, DEMANDS, LOSSES OR EXPENSES (INCLUDING ALL LEGAL FEES) BROUGHT BY YOU OR ANY THIRD PARTY ARISING OUT OF YOUR USE OF THIS SITE IN BREACH OF THIS OR ANY OF CANADAHHELPS POLICIES OR THE INFRINGEMENT BY YOU OF ANY INTELLECTUAL PROPERTY RIGHTS OF ANY PERSON OR ENTITY.

## 8. SEVERABILITY

If in any jurisdiction any part of these Terms of Use is held, by a court of competent jurisdiction, to be invalid or unenforceable, such part of these Terms of Use shall be restricted or eliminated to the minimum extent necessary with respect to that jurisdiction, and the remaining Terms of Use shall otherwise remain in full force and effect. If such invalid or unenforceable provision may be modified to become valid and enforceable, such provision will be deemed to be modified so as to be valid and enforceable to the greatest extent allowed by law.

## 9. GENERAL

These Terms of Use, together with the CanadaHelps Client Services Agreement (<https://www.canadahelps.org/en/canadahelps-client-agreement/>), the CanadaHelps Privacy Policy (<https://www.canadahelps.org/en/privacy-policy/>) and all other notices, policies and disclaimers contained on the Website (as the same may be amended by CanadaHelps from time to time) constitute the entire agreement between CanadaHelps and you in relation to the subject thereof. These Terms of Use, together with the CanadaHelps

Client Services Agreement and the CanadaHelps Privacy Policy

(<https://www.canadahelps.org/en/privacy-policy/>) supersede anything in the Website inconsistent with them. No delay or failure to exercise any right or any non-compliance by you, the user, with respect to the terms of these Terms of Use shall be construed as a waiver by CanadaHelps. No waiver of any of these Terms of Use shall be deemed a further or continuing waiver of such term or condition or any other term or condition.

## 10. JURISDICTION

The laws of the Province of Ontario and any applicable federal laws of Canada shall govern your use of the Website. The courts of the Province of Ontario shall have exclusive jurisdiction over any dispute arising out of your use of this Website.



(<https://www.canadahelps.org/en/>)

# CANADAHELPS PRIVACY POLICY

(Last updated: July 31, 2018)

CanadaHelps respects your privacy and is committed to protecting your personal information. This privacy policy will inform you as to how we look after your personal information when you visit our website at [Canadahelps.org](https://www.canadahelps.org) (the “Website”), regardless of where you visit it from, and tell you about your privacy rights and how the law protects you.

By submitting personal information to CanadaHelps or its service providers and agents (collectively referred to as CanadaHelps, “we”, “us” or “our” in this Privacy Policy), you agree that we may collect, use and disclose such personal information in accordance with this Privacy Policy and as permitted or required by law. Subject to legal and contractual requirements, you may refuse or withdraw your consent to certain of the identified purposes at any time by contacting our privacy manager. If you refuse or withdraw your consent, we may not be able to provide you or continue to provide you with certain services or information which may be of value to you.

This Privacy Policy is provided in a layered format so you can click through to the specific areas set out below.

- 1. WHO WE ARE**
- 2. WHAT PERSONAL INFORMATION DO WE COLLECT ABOUT YOU?**
- 3. HOW IS YOUR PERSONAL INFORMATION COLLECTED?**
- 4. WHY DO WE COLLECT AND USE YOUR PERSONAL INFORMATION**
- 5. TO WHOM DO WE DISCLOSE YOUR PERSONAL INFORMATION**
- 6. INTERNATIONAL TRANSFERS**
- 7. HOW DO WE PROTECT THE CONFIDENTIALITY AND SECURITY OF YOUR PERSONAL INFORMATION**
- 8. HOW LONG WILL WE RETAIN YOUR PERSONAL INFORMATION?**
- 9. YOUR LEGAL RIGHTS**
- 10. CONTACTING US**

## 1. WHO WE ARE AND WHAT WE DO

CanadaHelps is a registered Canadian charity. We also provide a variety of services to facilitate the fundraising efforts of other registered charities in Canada.

CanadaHelps collects and processes personal information through the following areas of operations:

- Our **website for donors** offers a user-friendly way for individuals to donate or fundraise for their favourite Canadian charities. CanadaHelps collects and processes the donor's personal information submitted through the Website. At the donor's express request, CanadaHelps may also disclose personal information about its individual donors to the charities they support.
- Our **tools and services for registered Canadian charities** are made available to charity representatives to use to collect donations and launch fundraising events online for the benefit of the charity they represent.
- Our **services for partners** are designed to promote and enable giving to registered Canadian charities. For example, some of our services enable corporate, employee or public giving programs.

All donations made through our tools and services (whether through our website for donors, our tools and services for registered Canadian charities, or our services provided to our partners) are made directly to CanadaHelps (who issues donors their tax receipts).

CanadaHelps transfers the donated amount (minus its non-commercial service fee) to the registered charity selected by the donor (unless, of course, your donation is intended by you to be to CanadaHelps alone, in which case your donation in support of our activities is gratefully received and retained by CanadaHelps in its entirety).

The registered charities that use CanadaHelps' tools may require you to provide personal information directly to them in addition to the personal information that you provide to CanadaHelps. Charities using our tools and services for charities, and partners using our services, are required to agree to this Privacy Policy in its entirety. In addition, we have terms in place with each of our partners to ensure transparency to individuals using their services in regards to the role of CanadaHelps and any associated fees. When you submit your personal information to other charities, you should be sure to read their privacy policies.

## 2. WHAT PERSONAL INFORMATION DO WE COLLECT ABOUT YOU?



*Personal information* means any information about an individual from which that person can be identified. It does not include personal information where all references to the identity of the relevant individual have been removed (anonymous personal information).

We may collect, use, store and transfer different kinds of personal information about you which we have grouped together as follows:

- **Identity Personal information** includes:
  - username or similar identifier,
  - first name, last name, title, company you work for, and in the case of individuals representing charities using our service, your job title, role and/or level of experience.
- **Contact Personal information** includes address, email address and telephone numbers.
- **Financial Personal information** includes bank account, credit card details and securities related information in the event you donate securities or mutual funds to CanadaHelps (including your mutual fund or security name, number of units, investment firm, account number, financial advisor name, email, phone number.)
- **Transaction Personal information** includes details about payments to you (refunds) and from you (donations) and purchase of products (including a Charity gift card).
- **Technical Personal information** includes internet protocol (IP) address, your login personal information, browser type and version, time zone setting and location, browser plug-in types and versions, operating system and platform, and other technology on the devices you use to access this website.
- **Profile Personal information** includes your username and password, donations made by you, your interests, preferences, surveys, and feedback.
- **Usage Personal information** includes information about how you use our website and our Services.
- **Marketing and Communications Personal information** includes your preferences in receiving marketing from us and our third parties and your communication preferences.

We also collect, use and share Aggregated Personal information such as statistical or demographic information for any purpose. Aggregated Personal information could be derived from your personal information but is not considered personal information in law as this information will not directly or indirectly reveal your identity. For example, we may aggregate your Usage Personal information to calculate the percentage of users accessing a specific website feature. However, if we combine or connect Aggregated Personal information with your personal information so that it can directly or indirectly identify you, we treat the combined information as personal information which will be used in accordance with this Privacy Policy.

We do not collect any Special Categories of Personal information about you (this includes details about your race or ethnicity, religious or philosophical beliefs, sex life, sexual orientation, political opinions, trade union membership, information about your health, and genetic and biometric information). Nor do we collect any information about criminal convictions and offences.

If you provide CanadaHelps with personal information of another individual, you represent that you have obtained all necessary consents from such person to enable us to collect, use and disclose such personal information for the purposes set forth in this Privacy Policy.

This website is not intended for children under the age of 18 and we do not knowingly collect personal information relating to children.

### 3. HOW IS YOUR PERSONAL INFORMATION COLLECTED?

We use different methods to collect personal information from and about you including through:

- a. **Direct interactions.** You may give us your Identity, Contact, Transaction and Financial Personal information by filling in forms or by corresponding with us by post, phone, email or otherwise. This includes personal information you provide when you:
  - i. Sign-up for an account and update your account;
  - ii. Make a donation (including one-time gifts, recurring gifts, gifts of securities, and donations made to purchase a charity gift card) and receive a tax receipt, if applicable;
  - iii. Subscribe to our educational services or publications or to contact us or provide feedback;
  - iv. Request marketing to be sent to you; or
  - v. Give us feedback or contact us.
- b. **Automated technologies or interactions.** As you interact with our website, we will automatically collect Technical Personal information about your equipment, browsing actions and patterns. We collect this personal information by using cookies, pixels, server logs and other similar technologies. We may also receive Technical Personal information about you if you visit other websites employing our cookies.
- c. **Third parties or publicly available sources.** We will receive personal information about you from various third parties as set out below:
  - i. Technical Personal information from:
    - A. analytics providers such as Google Analytics;

- B. digital marketing service platforms such as MailChimp, Sprout Social and Hootsuite;
  - C. advertising networks such as Google Adwords, DoubleClick, Facebook and Twitter. We use unique tracking codes in our emails and pixels on our website to allow us to share your technical information with such providers to track use of our site (including the performance of our ads) and to retarget ads.
- ii. Contact, Financial and Transaction Personal information from providers of technical, payment processing and delivery services. Securities or mutual fund donations are processed by our broker.

## 4. WHY DO WE COLLECT AND USE YOUR PERSONAL INFORMATION?

We will only use your personal information when the law allows us to. Most commonly, we will use your personal information in the following circumstances:

- Where you consent to such collection and use, such as by consenting to this Privacy Policy.
- Where needed to perform the service you are requesting.
- Where we need to comply with a legal obligation.

Note that we may process your Personal information for more than one lawful basis depending on the specific purpose for which we are using your personal information. Please contact us if you need details about the specific legal ground we are relying on to process your Personal information where more than one ground has been set out in the table below.

We have set out below, in a table format, a description of all the ways we plan to use your personal information, and which of the legal bases we rely on to do so. We have also identified what our legitimate interests are where appropriate.

**Table: Purposes for which we will use your personal information**

Purpose/Activity	Type of personal information	Lawful basis for processing including basis of legitimate interest	Who do we share your personal information with for these purposes
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<p>To make a donation, including one-time and monthly monetary donations, and donations of securities and mutual funds and receive a charitable tax receipt, if applicable.</p>	<p>(a) Identity (b) Contact (c) Financial (d) Transaction</p>	<p>(a) Performance of a contract with you (e.g. facilitating your donation according to your directive).  (b) Necessary for our legitimate interests (to recover sums due to us).</p>	<p>(a) We share your Financial personal information only with our third party payment processor or broker, depending upon the type of donation.  (b) We share this information, except Financial personal information, with the Charities you have selected to benefit from your donation unless you were provided the option to remain anonymous to the charity and you selected that option when making the donation.  (c) If you make a donation through a page created by a Team or Individual to fundraise for charity, we share your name and email with page owner so they can thank you for your contribution; we</p>
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			<p>only share your name, donation amount and/or message to the fundraiser publicly on the page if you provide us explicit consent to do so.</p> <p>(d) If your donation is a Charity Gift Card or if you chose to send an eCard to announce a donation made in memory or honour of someone, we share your name and email with the recipient so they can thank you for the gift.</p>
To sign-up for an account and update your account.	<p>(a) Identity</p> <p>(b) Contact</p>	(a) Performance of a contract with you.	<p>(a) We do not share your personal information for this purpose unless you provide your Financial personal information, in which case we only share this information with our third party payment processor.</p>

To enable automatic or fast donation processing for future one-time and/or or recurring donations.	(a) Identity (b) Contact (c) Financial (d) Transaction	(a) Performance of a contract with you.  (b) Necessary for our legitimate interests (to recover sums due to us).	(a) We share your Financial personal information with our third party payment processor.  (b) We share this information, except Financial personal information, with the Charities you have selected to benefit from your donation.
To subscribe to our educational services or publications; to contact us or provide us feedback; to participate in a survey.	(a) Identity (b) Contact (c) Profile	(a) Performance of a contract with you.  (b) Necessary for our legitimate interests (for marketing purposes).	(a) We do not share your personal information for this purpose.

<p>To improve the performance of our marketing programs, and to deliver relevant content and advertisements to serve you better and grow charitable giving in Canada.</p>	<p>(a) Identity (b) Contact (c) Profile (d) Usage (e) Marketing and Communications (f) Technical</p>	<p>(a) Where your personal information is completely anonymised, we do not require a legal basis to use it as the information will no longer constitute personal information that is regulated under privacy protection laws.</p> <p>(b) Necessary for our legitimate interests (to ensure that we provide the very best Services to you and our Clients) where your personal information is not in an anonymous form.</p>	<p>We share your personal information with a variety of third party analytics and digital marketing service providers to assist us with these activities such as Google Analytics, SproutSocial, Google Adwords, MailChimp, and Facebook.</p>
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To administer and protect our business and this website (including troubleshooting, data analysis, testing, system maintenance, support, reporting and hosting of data).	(a) Identity (b) Contact (c) Technical	(a) Necessary for our legitimate interests (for running our business, provision of administration and IT services, network security, to prevent fraud and in the context of a business reorganisation or group restructuring exercise).  (b) Necessary to comply with a legal obligation.	(a) We do not share your personal information for this purpose.
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#### a. Marketing

We strive to provide you with choices regarding certain personal information uses, particularly around marketing and advertising.

We may use your Identity, Contact, Technical, Usage and Profile Personal information to form a view on what we think you may want or need, or what may be of interest to you. This is how we decide which Services may be relevant for you.

Where *Canada's Antispam Legislation* (CASL) applies to CanadaHelps' communications with users, donors or volunteers, CanadaHelps is committed to complying with CASL and, in particular, the provisions setting out the requirements for sending commercial electronic messages.

You will receive marketing communications from us if you have requested information from us or made a donation to us and you have not opted out of receiving that marketing.

We will get your express opt-in consent before we share your personal information with any third party for marketing purposes.



You can ask us to stop sending you marketing messages at any time by following the opt-out links on any marketing message sent to you or by contacting us at any time. If you are receiving marketing messages from another charity to which you made a donation through our Website and you no longer wish to receive such messages, then you should contact that charity to make this request.

Where you opt out of receiving these marketing messages, we may continue to use your personal information in order to provide you with the services you have requested from us.

Where our use of your personal information requires your consent, you can provide such consent:

- at the time we collect your personal information following the instructions provided; or
- by informing us by e-mail, post or phone using the contact details set out in this Privacy Policy; or
- by registration through our website

**b. Cookies**

You can set your browser to refuse all or some browser cookies, or to alert you when websites set or access cookies. If you disable or refuse cookies, please note that some parts of this website may become inaccessible or not function properly.

**c. Change of Purpose**

We will only use your personal information for the purposes for which we collected it, unless we reasonably consider that we need to use it for another reason and that reason is compatible with the original purpose. If you wish to get an explanation as to how the processing for the new purpose is compatible with the original purpose, please contact us.

If we need to use your personal information for an unrelated purpose, we will notify you and we will explain the legal basis which allows us to do so.

Please note that we may process your personal information without your knowledge or consent, in compliance with the above rules, where this is required or permitted by law.

## **5. TO WHOM DO WE DISCLOSE YOUR PERSONAL INFORMATION?**

We may share your personal information with the parties set out above for the purposes set out in the table *Purposes for which we will use your personal information* in this Privacy Policy.

We require all third parties to respect the security of your personal information and to treat it in accordance with the law. We do not allow our third-party service providers to use your personal information for their own purposes and only permit them to process your personal information for specified purposes and in accordance with our instructions.

## 6. INTERNATIONAL TRANSFERS

By providing us with Personal information, you acknowledge and agree that your Personal information may be processed in other countries, including the United States, where laws regarding processing of Personal information may be less stringent than the laws in your country. Where necessary to make such transfers, we will comply with our legal and regulatory obligations in relation to the Personal information. This will include putting appropriate contractual safeguards in place to ensure an adequate level of protection for the Personal information. Please contact us if you want further information on the specific mechanism used by us when transferring your Personal information out of Canada.

## 7. HOW DO WE PROTECT THE CONFIDENTIALITY AND SECURITY OF YOUR PERSONAL INFORMATION?

We are committed to keeping the personal information provided to us secure and we will take reasonable precautions to protect personal information from loss, misuse or alteration.

We have implemented information security policies, rules and technical measures that are intended to protect the personal information that we have under our control from:

- unauthorised access;
- improper use or disclosure;
- unauthorised modification; and
- unlawful destruction or accidental loss.

All of our members, employees, workers and personal information processors (i.e. those who process your personal information on our behalf, for the purposes listed above), who have access to, and are associated with, the processing of personal information, are obliged to respect the confidentiality of the personal information of all visitors to the Site and all users of our Services.

We have put in place procedures to deal with any suspected personal information breach and will notify you and any applicable regulator of a breach where we are legally required to do so.

## 8. HOW LONG WILL WE RETAIN YOUR PERSONAL INFORMATION?

We will only retain your Personal information for as long as reasonably necessary to fulfil the purposes we collected it for, including for the purposes of satisfying any legal, regulatory, tax, accounting or reporting requirements. We may retain your Personal information for a longer period in the event of a complaint or if we reasonably believe there is a prospect of litigation in respect to our relationship with you.

In some circumstances you can ask us to delete your personal information: see your legal rights Section below for further information.

In some circumstances we will anonymise your Personal information (so that it can no longer be associated with you) for research or statistical purposes, in which case we may use this information indefinitely without further notice to you.

## 9. YOUR LEGAL RIGHTS

The vast majority of our donors and website users are Canadians and so our privacy policy has been drafted to help ensure compliance with applicable Canadian law. However, we have noted that (although we do not target our services to EU data subjects) some of our individual donors are from outside of Canada, including from the European Economic Area ("EEA"). For the benefit of such users, we also endeavor to provide adequate protection for the personal data of EU data subjects in accordance with applicable EU data protection laws and regulations, including the EU GDPR. Subject to certain exemptions, you have the following rights in relation to the Personal information we hold about you:

### a. Your right of access

If you ask us, we'll confirm whether we're processing your Personal information and, subject to any applicable exemptions, provide you with a copy of that Personal information within the timescales provided for by law. We try to respond to all legitimate requests within one month. Occasionally it could take us longer than a month if your request is particularly complex or you have made a number of requests. In this case, we will notify you and keep you updated. If you require additional copies, we may need to charge a reasonable fee.

b. Your right to rectification

If the Personal information we hold about you is inaccurate or incomplete, you're entitled to have it rectified. If you are entitled to rectification and if we've shared your Personal information with others, we'll let them know about the rectification where possible and where this would not involve disproportionate effort. If you ask us, where possible and lawful to do so, we'll also tell you who we've shared your Personal information with so that you can contact them directly.

c. Your right to erasure

You can ask us to delete or remove your Personal information in some circumstances such as where we no longer need it or if you withdraw your consent (where applicable because that was the legal basis on which we were processing your Personal information). If you are entitled to erasure and if we've shared your Personal information with others, we'll take reasonable steps to inform those others where possible and where this would not involve disproportionate effort. If you ask us, where it is possible and lawful for us to do so, we'll also tell you who we've shared your Personal information with so that you can contact them directly.

d. Your right to restrict processing

You can ask us to "block" or suppress the processing of your Personal information in certain circumstances such as where you contest the accuracy of that Personal information or you object to us. If you are entitled to restriction and if we've shared your Personal information with others, we'll let them know about the restriction where it is possible for us to do so. If you ask us, where it is possible and lawful for us to do so, we'll also tell you who we've shared your Personal information with so that you can contact them directly.

e. Your right to personal information portability

You have the right, in certain circumstances, to obtain Personal information you've provided us with (in a structured, commonly used and machine readable format) and to reuse it elsewhere or to ask us to transfer this to a third party of your choice.

f. Your right to object

You can ask us to stop processing your Personal information, and we will do so, if we are:

- relying on our own or someone else's legitimate interests to process your Personal information, except if we can demonstrate compelling legal grounds for the processing; or
- processing your Personal information for direct marketing.

g. Your rights in relation to automated decision-making and profiling

You have the right not to be subject to a decision when it's based on automatic processing, including profiling, if it produces a legal effect or similarly significantly affects you, unless such profiling is necessary for entering into, or the performance of, a contract between you and us.

h. Your right to withdraw consent

If we rely on your consent (or explicit consent) as our legal basis for processing your Personal information, you have the right to withdraw that consent at any time. However, this will not affect the lawfulness of any processing carried out before you withdraw your consent. If you withdraw your consent, we may not be able to provide certain products or services to you. We will advise you if this is the case at the time you withdraw your consent.

i. Your right to lodge a complaint with the supervisory authority

If you have a concern about any aspect of CanadaHelps' privacy practices, including the way we've handled your Personal information, you can report it to the relevant supervisory authority.

## 10. CONTACTING US

For the benefit of EU data subjects, CanadaHelps CanaDon is the "data controller" and is responsible for your personal information.

We have appointed a privacy manager who is responsible for overseeing questions in relation to this Privacy Policy. If you have any questions about this Privacy Policy, including any requests to exercise your legal rights, please contact our privacy manager using the details set out below.

If you have any questions about this Privacy Policy or our privacy practices, please contact our privacy manager in the following ways:

CanadaHelps CanaDon (Att. Chief Privacy Officer)

186 Spadina Avenue

Units 1-5

Toronto, ON

M5T 3B2

info@canadahelps.org

Telephone number: 1-877-755-1595

You have the right to make a complaint at any time to the relevant supervisory authority for personal information protection issues. In Canada, you can contact the Office of the Privacy Commissioner of Canada ("OPC"), see: <https://www.priv.gc.ca/en/contact-the-opc/> (<https://www.priv.gc.ca/en/contact-the-opc/>). EU data subjects can contact their relevant data protection supervisory authority. We would, however, appreciate the chance to deal with your concerns before you approach the supervisory authority so please contact us in the first instance.

### Links to Other Websites

This website may include links to third-party websites, plug-ins, and applications. Clicking on those links or enabling those connections may allow third parties to collect or share personal information about you. We do not control these third-party websites and are not responsible for their privacy statements. When you leave our website, we encourage you to read the Privacy Policy of every website you visit.

### Changes

CanadaHelps reserves the right to modify or supplement this Privacy Policy at any time. If any changes are made to this Privacy Policy, a copy of the Privacy Policy as amended will be posted on our Website as soon as practicable following that update. Your continued use of the Website following such posting will signify your consent to its revised terms.

## Attestation of Scan Compliance

A.1 Scan Customer Information		A.2 Approved Scanning Vendor Information	
<b>Company:</b>	CanadaHelps CanaDon	<b>Company:</b>	Trustwave Holdings, Inc.
<b>Contact Name:</b>	Mike Stairs	<b>Contact Name:</b>	Trustwave Support
<b>Job Title:</b>		<b>Job Title:</b>	
<b>Telephone:</b>	416 628 6948 x2394	<b>Telephone:</b>	1-800-363-1621
<b>E-mail:</b>	mikes@canadahelps.org	<b>E-mail:</b>	support@trustwave.com
<b>Business Address:</b>	355 Adelaide Street West Ground Floor	<b>Business Address:</b>	70 West Madison St., Ste 1050
<b>City:</b>	Toronto	<b>City:</b>	Chicago
<b>State/Province:</b>	Ontario	<b>State/Province:</b>	IL
<b>ZIP/Postal Code:</b>	M5V1S2	<b>ZIP/Postal Code:</b>	60602
<b>Country:</b>	CA	<b>Country:</b>	US
<b>Website / URL:</b>		<b>Website / URL:</b>	www.trustwave.com

A.3 Scan Status	
Date scan completed:	2019-03-28
Scan expiration date (90 days from date scan completed):	2019-06-28
Compliance status:	Pass
Scan report type:	Full Scan
Number of unique in-scope components scanned:	2
Number of identified failing vulnerabilities:	0
Number of components found by ASV but not scanned because scan customer confirmed they were out of scope:	0

A.4 Scan Customer Attestation	A.5 ASV Attestation
<p>CanadaHelps CanaDon attests on 2019-02-21 that this scan (either by itself or combined with multiple, partial, or failed scans/rescans, as indicated in the above Section A.3, "Scan Status") includes all components which should be in scope for PCI DSS, any component considered out of scope for this scan is properly segmented from my cardholder data environment, and any evidence submitted to the ASV to resolve scan exceptions-including compensating controls if applicable-is accurate and complete. CanadaHelps CanaDon also acknowledges 1) accurate and complete scoping of this external scan is my responsibility, and 2) this scan result only indicates whether or not my scanned systems are compliant with the external vulnerability scan requirement of PCI DSS; this scan result does not represent my overall compliance status with PCI DSS or provide any indication of compliance with other PCI DSS requirements.</p>	<p>This scan and report was prepared and conducted by Trustwave under certificate number 3702-01-12 (2017), 3702-01-11 (2016), 3702-01-10 (2015), 3702-01-09 (2014), 3702-01-08 (2013), 3702-01-07 (2012), 3702-01-06 (2011), 3702-01-05 (2010), according to internal processes that meet PCI DSS Requirement 11.2.2 and the ASV Program Guide.</p> <p>Trustwave attests that the PCI DSS scan process was followed, including a manual or automated Quality Assurance process with customer boarding and scoping practices, review of results for anomalies, and review and correction of 1) disputed or incomplete results, 2) false positives, 3) compensating controls (if applicable), and 4) active scan interference. This report and any exceptions were reviewed by the Trustwave Quality Assurance Process.</p>
<p>Signature _____</p> <p>Title _____</p>	<p>Printed Name _____</p> <p>Date _____</p>

## Vulnerability Scan Report: Table of Contents

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## Attestation of Scan Compliance

# ASV Scan Report Summary

## Part 1. Scan Information

Scan Customer Company	CanadaHelps CanaDon	ASV Company	Trustwave Holdings, Inc.
Date Scan Completed	2019-03-28	Scan Expiration Date	2019-06-26

## Part 2. Component Compliance Summary

Component (IP Address, domain, etc):	52.233.56.161 - token.canadahelps.org (token.canadahelps.org)	Pass
Component (IP Address, domain, etc):	172.86.186.99 - www.canadahelps.org (www.canadahelps.org)	Pass

## Part 3a. Vulnerabilities Noted for Each Component

#	Component	Vulnerabilities Noted per Component	Severity Level	CVSS Score	Compliance Status	Exceptions, False Positives, or Compensating Controls (Noted by the ASV for this vulnerability)
1	52.233.56.161 (token.canadahelps.org)	Enumerated Applications	Info	0.00	Pass	<b>Note to scan customer:</b> This vulnerability is not recognized in the National Vulnerability Database.
2	52.233.56.161 (token.canadahelps.org)	Enumerated Hostnames	Info	0.00	Pass	
3	52.233.56.161 (token.canadahelps.org)	Enumerated SSL/TLS Cipher Suites	Info	0.00	Pass	
4	52.233.56.161 (token.canadahelps.org)	SSL Perfect Forward Secrecy Supported	Info	0.00	Pass	
5	52.233.56.161 (token.canadahelps.org)	SSL-TLS Certificate Information	Info	0.00	Pass	<b>Note to scan customer:</b> This vulnerability is not recognized in the National Vulnerability Database.

## ASV Scan Report Summary

#	Component	Vulnerabilities Noted per Component	Severity Level	CVSS Score	Compliance Status	Exceptions, False Positives, or Compensating Controls (Noted by the ASV for this vulnerability)
Consolidated Solution/Correction Plan for the above Component:						
6	172.86.186.99 (www.canadahelp s.org)	Enumerated Applications	Info	0.00	Pass	<b>Note to scan customer:</b> This vulnerability is not recognized in the National Vulnerability Database.
Consolidated Solution/Correction Plan for the above Component:						

### Part 3b. Special Notes by Component

#	Component	Special Note	Item Noted	Scan customer's description of action taken and declaration that software is either implemented securely or removed
No Special Notes				

### Part 3c. Special Notes - Full Text

Note
<b>Customer Note</b> Customer has not validated that all servers behind load balancers are identical and synchronized.

### Part 4a. Scope Submitted by Scan Customer for Discovery

## ASV Scan Report Summary

IP Address/ranges/subnets, domains, URLs, etc.

Domain: token.canadahelps.org

Domain: www.canadahelps.org

### Part 4b. Scan Customer Designated "In-Scope" Components (Scanned)

IP Address/ranges/subnets, domains, URLs, etc.

52.233.56.161 (token.canadahelps.org)

172.86.186.99 (www.canadahelps.org)

### Part 4c. Scan Customer Designated "Out-of-Scope" Components (Not Scanned)

IP Address/ranges/subnets, domains, URLs, etc.

No Data

# ASV Scan Report Vulnerability Details

## Part 1. Scan Information

Scan Customer Company	CanadaHelps CanaDon	ASV Company	Trustwave Holdings, Inc.
Date Scan Completed	2019-03-28	Scan Expiration Date	2019-06-26

## Part 2. Vulnerability Details

The following issues were identified during this scan. Please review all items and address all that items that affect compliance or the security of your system.

In the tables below you can find the following information about each TrustKeeper finding.

- **CVE Number** - The Common Vulnerabilities and Exposure number(s) for the detected vulnerability - an industry standard for cataloging vulnerabilities. A comprehensive list of CVEs can be found at [nvd.nist.gov](http://nvd.nist.gov) or [cve.mitre.org](http://cve.mitre.org).
- **Vulnerability** - This describes the name of the finding, which usually includes the name of the application or operating system that is vulnerable.
- **CVSS Score** - The Common Vulnerability Scoring System is an open framework for communicating the characteristics and impacts of IT vulnerabilities. Further information can be found at [www.first.org/cvss](http://www.first.org/cvss) or [nvd.nist.gov/cvss.cfm](http://nvd.nist.gov/cvss.cfm).
- **Severity** - This identifies the risk of the vulnerability. It is closely associated with the CVSS score.
- **Compliance Status** - Findings that are PCI compliance violations are indicated with a Fail status. In order to pass a vulnerability scan, these findings must be addressed. Most findings with a CVSS score of 4 or more, or a Severity of Medium or higher, will have a Fail status. Some exceptions exist, such as DoS vulnerabilities, which are not included in PCI compliance.
- **Details** - TrustKeeper provides the port on which the vulnerability is detected, details about the vulnerability, links to available patches and other specific guidance on actions you can take to address each vulnerability.

For more information on how to read this section and the scoring methodology used, please refer to the appendix.

52.233.56.161 (token.canadahelps.org)						
#	CVE Number	Vulnerability	CVSS Score	Severity	Compliance Status	Details
1		SSL Perfect Forward Secrecy Supported	0.00	Info	Pass	<b>Port:</b> tcp/443  The server supports Ephemeral Diffie-Hellman ciphers for the SSL/TLS

# ASV Scan Report Vulnerability Details

52.233.56.161 (token.canadahelps.org)						
#	CVE Number	Vulnerability	CVSS Score	Severity	Compliance Status	Details
						<p>key exchange phase. Using this algorithm enforces Forward Secrecy for secure communications with the server.</p> <p><b>CVSSv2:</b> AV:N/AC:L/Au:N/C:N/I:N/A:N  <b>Service:</b> http  <b>Application:</b> nginx:nginx</p> <p><b>Evidence:</b>            Cipher Suite: TLSv1_2 : DHE-RSA-AES256-GCM-SHA384            Cipher Suite: TLSv1_2 : DHE-RSA-AES256-SHA256            Cipher Suite: TLSv1_2 : DHE-RSA-AES256-SHA            Cipher Suite: TLSv1_2 : DHE-RSA-AES128-GCM-SHA256</p> <p><b>Remediation:</b>            No remediation is necessary.</p>
2		Enumerated SSL/TLS Cipher Suites	0.00	Info	Pass	<p><b>Port:</b> tcp/443</p> <p>The finding reports the SSL cipher suites for each SSL/TLS service version provided by the remote service. This finding does not represent a vulnerability, but is only meant to provide visibility into the behavior and configuration of the remote SSL/TLS service. The information provided as part of this finding includes the SSL version (ex: TLSv1) as well as the name of the cipher suite (ex: RC4-SHA).</p> <p>A cipher suite is a set of cryptographic algorithms that provide authentication, encryption, and message authentication code (MAC) as part of an SSL/TLS negotiation and through the lifetime of the SSL session. It is typical that an SSL service would support multiple cipher suites. A cipher suite can be supported by across multiple SSL/TLS</p>

# ASV Scan Report Vulnerability Details

52.233.56.161 (token.canadahelps.org)						
#	CVE Number	Vulnerability	CVSS Score	Severity	Compliance Status	Details
						<p>versions, so you should be of no concern to see the same cipher name reported for multiple</p> <p><b>CVSSv2:</b> AV:N/AC:L/Au:N/C:N/I:N/A:N  <b>Service:</b> http  <b>Application:</b> nginx:nginx</p> <p><b>Reference:</b>  <a href="http://www.openssl.org/docs/apps/ciphers.html">http://www.openssl.org/docs/apps/ciphers.html</a></p> <p><b>Evidence:</b>            Cipher Suite: TLSv1_2 : ECDHE-RSA-AES256-GCM-SHA384            Cipher Suite: TLSv1_2 : ECDHE-RSA-AES256-SHA384            Cipher Suite: TLSv1_2 : ECDHE-RSA-AES256-SHA            Cipher Suite: TLSv1_2 : DHE-RSA-AES256-GCM-SHA384            Cipher Suite: TLSv1_2 : DHE-RSA-AES256-SHA256            Cipher Suite: TLSv1_2 : DHE-RSA-AES256-SHA            Cipher Suite: TLSv1_2 : AES256-GCM-SHA384            Cipher Suite: TLSv1_2 : ECDHE-RSA-AES128-GCM-SHA256            Cipher Suite: TLSv1_2 : DHE-RSA-AES128-GCM-SHA256            Cipher Suite: TLSv1_2 : AES128-GCM-SHA256</p> <p><b>Remediation:</b>            No remediation is necessary.</p>
3		SSL-TLS Certificate Information	0.00	Info	Pass	<p><b>Port:</b> tcp/443</p> <p>Information extracted from a certificate discovered on a TLS or SSL wrapped service.</p>

# ASV Scan Report Vulnerability Details

52.233.56.161 (token.canadahelps.org)						
#	CVE Number	Vulnerability	CVSS Score	Severity	Compliance Status	Details
						<b>CVSSv2:</b> AV:N/AC:L/Au:N/C:N/I:N/A:N <b>Service:</b> http <b>Application:</b> nginx:nginx  <b>Evidence:</b> Verified: true Today: 2019-03-28 19:29:04 -0500 Start date: 2018-04-09 00:00:00 UTC End date: 2020-04-08 23:59:59 UTC Expired: false Fingerprint: 97:E1:D0:46:01:10:01:8C:6C:45:BC:92:5A:DF:8F:49 Subject: /OU=Domain Control Validated/OU=EssentialSSL/CN=token.canadahelps.org Common name: token.canadahelps.org Issuer: /C=GB/ST=Greater Manchester/L=Salford/O=COMODO CA Limited/CN=COMODO RSA Domain Validation Secure Server CA Signature Algorithm: sha256WithRSAEncryption Version: 2
4		Enumerated Applications	0.00	Info	Pass	<b>Port:</b> tcp/443  The following applications have been enumerated on this device.  <b>CVSSv2:</b> AV:N/AC:L/Au:N/C:N/I:N/A:N <b>Service:</b> http <b>Application:</b> nginx:nginx  <b>Evidence:</b>



# ASV Scan Report Vulnerability Details

52.233.56.161 (token.canadahelps.org)						
#	CVE Number	Vulnerability	CVSS Score	Severity	Compliance Status	Details
						CPE: nginx:nginx URI: / Version: 1.15.8  <b>Remediation:</b> No remediation is required.
5		Enumerated Hostnames	0.00	Info	Pass	This list contains all hostnames discovered during the scan that are believed to belong to this host. <b>CVSSv2:</b> AV:N/AC:L/Au:N/C:N/I:N/A:N  <b>Evidence:</b> Hostname: token.canadahelps.org, Source: SSL Certificate Subject Common Name Hostname: token.canadahelps.org, Source: SSL Certificate Subject subjectAltName DNS Hostname: www.token.canadahelps.org, Source: SSL Certificate Subject subjectAltName DNS  <b>Remediation:</b> No action is required.

172.86.186.99 (www.canadahelps.org)						
#	CVE Number	Vulnerability	CVSS Score	Severity	Compliance Status	Details
1		Enumerated Applications	0.00	Info	Pass	<b>Port:</b> tcp/80

## ASV Scan Report Vulnerability Details

172.86.186.99 (www.canadahelps.org)						
#	CVE Number	Vulnerability	CVSS Score	Severity	Compliance Status	Details
						<p>The following applications have been enumerated on this device.</p> <p><b>CVSSv2:</b> AV:N/AC:L/Au:N/C:N/I:N/A:N  <b>Service:</b> http  <b>Application:</b> nginx:nginx</p> <p><b>Evidence:</b>  CPE: nginx:nginx  URI: /  Version: 1.15.8</p> <p><b>Remediation:</b>  No remediation is required.</p>

# ASV Feedback Form

This form is used to review ASVs and their work product, and is intended to be completed after a PCI Scanning Service by the ASV client. While the primary audience of this form are ASV scanning clients (merchants or service providers), there are several questions at the end, under "ASV Feedback Form for Payment Brands and Others," to be completed as needed by Payment Brand participants, banks, and other relevant parties. This form can be obtained directly from the ASV during the PCI Scanning Service, or can be found online in a usable format at <https://www.pcisecuritystandards.org>. Please send this completed form to PCI SSC at: [asv@pcisecuritystandards.org](mailto:asv@pcisecuritystandards.org).

<b>ASV FEEDBACK FORM</b>	
<b>Client Name (merchant or service provider):</b>	<b>Approved Scanning Vendor Company (ASV):</b>
Name	Name
Contact	Contact
Telephone	Telephone
E-Mail	E-Mail
<b>Business location where assessment took place:</b>	<b>ASV employee who performed assessment:</b>
Street	Name
City	Telephone
State/Zip	E-Mail
<b>For each question, please indicate the response that best reflects your experience and provide comments.</b>	
<b>4 = Strongly Agree   3 = Agree   2 = Disagree   1 = Strongly Disagree</b>	
<b>1) During the initial engagement, did the ASV explain the objectives, timing, and review process, and address your questions and concerns?</b>	
Response:	
Comments:	

<b>2) Did the ASV employee(s) understand your business and technical environment, and the payment card industry?</b>
Response:
Comments:
<b>3) Did the ASV employee(s) have sufficient security and technical skills to effectively perform this PCI Scanning Service?</b>
Response:
Comments:
<b>4) Did the ASV sufficiently understand the PCI Data Security Standard and the PCI Security Scanning Procedures?</b>
Response:
Comments:
<b>5) Did the ASV effectively minimize interruptions to operations and schedules?</b>
Response:
Comments:
<b>6) Did the ASV provide an accurate estimate for time and resources needed?</b>
Response:
Comments:
<b>7) Did the ASV provide an accurate estimate for scan report delivery?</b>
Response:
Comments:

<b>8) Did the ASV attempt to market products or services for your company to attain PCI compliance?</b>
Response:
Comments:
<b>9) Did the ASV imply that use of a specific brand of commercial product or service was necessary to achieve compliance?</b>
Response:
Comments:
<b>10) In situations where remediation was required, did the ASV present product and/or solution options that were not exclusive to their own product set?</b>
Response:
Comments:
<b>11) Did the ASV use secure transmission to send any confidential reports or data?</b>
Response:
Comments:
<b>12) Did the ASV demonstrate courtesy, professionalism, and a constructive and positive approach?</b>
Response:
Comments:
<b>13) Was there sufficient opportunity for you to provide explanations and responses during the scans?</b>
Response:
Comments:

**14) During the review wrap-up, did the ASV clearly communicate findings and expected next steps?**

Response:

Comments:

**15) Did the ASV provide sufficient follow-up to address false positives until eventual scan compliance was achieved?**

Response:

Comments:

**Please provide any additional comments here about the ASV, your PCI Scanning Service, or the PCI documents.**

**ASV FEEDBACK FORM FOR PAYMENT BRANDS AND OTHERS****Name of ASV Client (merchant or service provider reviewed):****ASV Company Name:**

Payment Brand Reviewer:

ASV employee who performed assessment:

Name

Name

Telephone

Telephone

E-Mail

E-Mail

**For each question, please indicate the response that best reflects your experience and provide comments.****4 = Strongly Agree   3 = Agree   2 = Disagree   1 = Strongly Disagree****1) Does the ASV clearly understand how to notify your payment brand about compliance and non-compliance issues, and the status of merchants and service providers?**

Response:

Comments:

**2) Did you receive any complaints about ASV activities related to this scan?**

Response:

Comments:

**3) Did the ASV demonstrate sufficient understanding of the PCI Data Security Standard and the PCI Security Scanning Procedures?**

Response:

Comments:

## COUNCIL REPORT

M&C No.	2019-94
Report Date	April 16, 2019
Meeting Date	April 23, 2019
Service Area	Saint John Water

His Worship Mayor Don Darling and Members of Common Council

***SUBJECT: Contract 2019-02: Mecklenburg Street (Sydney Street to Wentworth Street) – Water, Sanitary and Storm Sewer Renewal and Street Reconstruction***

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

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

### ***AUTHORIZATION***

Primary Author	Commissioner/Dept. Head	City Manager
<b><i>Joel Landers</i></b>	<b><i>Brent McGovern / Brian Keenan</i></b>	<b><i>John Collin</i></b>

### ***RECOMMENDATION***

It is recommended that Contract No. 2019-02: Mecklenburg Street (Sydney Street to Wentworth Street) – Water, Sanitary and Storm Sewer Renewal and Street Reconstruction be awarded to the low Tenderer, Galbraith Construction Ltd., at the tendered price of \$1,189,001.10 (including HST) as calculated based upon estimated quantities, and further that the Mayor and Common Clerk be authorized to execute the necessary contract documents.

### ***EXECUTIVE SUMMARY***

The purpose of this report is to recommend that Council award Contract No. 2019-02: Mecklenburg Street (Sydney Street to Wentworth Street) – Water, Sanitary and Storm Sewer Renewal and Street Reconstruction to the low Tenderer.

### ***PREVIOUS RESOLUTION***

July 30, 2018; 2019 Water & Sewerage Utility Fund Capital Program approved

July 30, 2018; 2019 General Fund Capital Program approved



## **REPORT**

### **BACKGROUND**

The approved 2019 General Fund and Water and Sewerage Utility Fund Capital Program includes funding for the reconstruction of Mecklenburg Street from Sydney Street to Wentworth Street. The work involves the replacement of the existing watermain, sanitary sewer, a new storm sewer for separation, full street reconstruction including new concrete curb and sidewalk, roadway granulars, asphalt, grass median and trees. The work also includes the removal of the concrete curb bulbs at the intersections to better facilitate winter snow removal operations and bus travel.

### **TENDER RESULTS**

Tenders closed on April 16, 2019 with the following results, including HST:

- |  |                 |
|--|-----------------|
| 1. Galbraith Construction Ltd., Saint John, NB         | \$ 1,189,001.10 |
| 2. Fairville Construction Ltd., Saint John, NB         | \$ 1,246,639.68 |
| 3. Dexter Construction Company Limited, Saint John, NB | \$ 1,260,124.00 |
| 4. TerraEx Inc., Saint John, NB                        | \$ 1,269,766.75 |
| 5. Debly Enterprises Limited., Saint John, NB          | \$ 1,646,478.00 |
| 6. Maguire Excavating Ltd., Saint John, NB             | \$ 1,947,776.85 |

The Engineer's estimate for the work was \$1,416,336.21, including HST.

### **ANALYSIS**

The tenders were reviewed by staff and all tenders were found to be formal in all respects. The tender from TerraEx Inc. contained a conflict between written and numerical bid prices that required correction in accordance with specification article 2.11 u) (ii). The tender submitted by Gulf Operators Ltd. included a qualification to the terms of the Tender Documents and was rejected by the Tender Opening Committee in accordance with General Specifications Division 2 – Instructions to Tenderers and Tendering Procedures, item 2.8.03 j). Staff is of the opinion that the low tenderer has the necessary resources and expertise to perform the work, and recommend acceptance of their tender.

### **FINANCIAL IMPLICATIONS**

The Contract includes work that is charged against the 2019 General Fund and Water and Sewerage Utility Fund Capital Programs. Assuming award of the Contract to the low tenderer, an analysis has been completed which includes the estimated amount of work that will be performed by the Contractor and Others.

The analysis is as follows:

Budget	\$ 1,332,000.00
Project net cost	\$ 1,157,950.00
Variance (Surplus)	\$ 174,050.00

#### **POLICY – TENDERING OF CONSTRUCTION CONTRACTS**

The recommendation in this report is made in accordance with the provisions of Council’s policy for the tendering of construction contracts, the City’s General Specifications and the specific project specifications.

#### ***STRATEGIC ALIGNMENT***

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

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

The municipal infrastructure on this street is in poor condition and requires replacement. The renewal of the infrastructure will reduce the likelihood of future service disruptions to the local residents due to infrastructure failures. The storm water and sanitary sewer flows will also be separated on this section of Mecklenburg Street. In addition, this project provides the opportunity to improve the streetscape with the installation of grass medians and street trees.

This project will be completed within the original approved financial budget.

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

N/A

#### ***ATTACHMENTS***

N/A

April 10, 2019

His Worship Don Darling  
Mayor of the City of Saint John  
15 Market Square  
PO Box 1971  
Saint John, NB E2L 4L1

Mayor Darling:

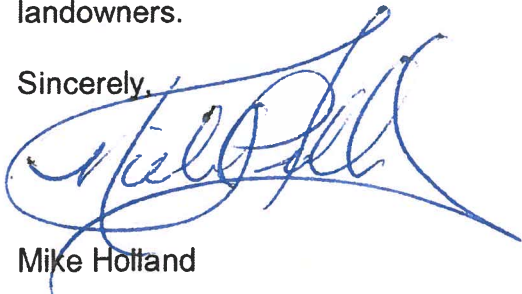
Thank you for your recent letter from Saint John City Council requesting that the Department of Energy and Resource Development (ERD) implement a Nuisance Deer Management Assistance Program (NDMAP) in your community for the fall of 2019.

I recognize the City of Saint John has met the pre-requisites of enacting a by-law prohibiting the intentional feeding of deer, allowing landowners to protect their private property with fences, and documenting the support of the majority of the community for a nuisance deer control program through a public survey.

ERD staff members will cooperate with your city staff to implement this program on qualifying lands within the Millidgeville designated area in your city limits for the 2019 deer hunting season commencing in October.

I am pleased to have ERD staff members work with you and your staff to help address some nuisance deer issues that you are experiencing in your city, and to offer a mitigation strategy that considers public concerns from multiple levels. Energy and Resource Development staff will be in contact with your staff to further discuss the implementation details including the involvement of city staff in receiving program applications from landowners.

Sincerely,



Mike Holland



The City of Saint John

## ***PROCLAMATION***

- WHEREAS:*** Lyme disease is one of the fastest growing infections in Canada; and
- WHEREAS:*** the population of ticks, the prime cause of Lyme disease, is growing and expanding in New Brunswick; and
- WHEREAS:*** the tick season is also extended due to climate change; and
- WHEREAS:*** there is an increasing number of New Brunswickers who are suffering from Lyme disease; and
- WHEREAS:*** Lyme disease, if not diagnosed and treated early, can become a debilitating condition, causing extreme fatigue, cardiac and nervous system disorders and/or arthritic symptoms; and
- WHEREAS:*** All New Brunswickers would benefit by being more aware of Lyme disease, how it is contracted, what the symptoms associated with Lyme disease are and how to get the prompt medical care needed to avoid illness and suffering.

***NOW THEREFORE:*** I, ***Mayor Don Darling,***  of ***Saint John*** do hereby proclaim the month of May, 2019 as “Lyme Awareness Month” in the City of Saint John.

**In witness whereof I have set my hand and affixed the official seal of the Mayor of the City of Saint John.**





The City of Saint John

## ***PROCLAMATION***


***WHEREAS:*** every year nearly one thousand Canadian workers are killed by workplace injuries and many more die from occupational disease; and

***WHEREAS:*** thousands more are permanently disabled; and

***WHEREAS:*** tens of thousands are injured or made ill; and

***WHEREAS:*** concerned Canadians are determined to prevent these tragedies by:

- Observing April 28<sup>th</sup> as a day of mourning to remember these victims of workplace injuries and disease;
- Renewing our efforts to seek stronger safety and health protections, better standards and enforcement, and fair and just compensations; and
- Rededicating ourselves to improving safety and health in every Canadian workplace.

***NOW THEREFORE:*** I, ***Mayor Don Darling,***  of ***Saint John*** do hereby proclaim April 28, 2019, as a “Day of Mourning” in recognition of workers killed, injured or disabled on the job.

**In witness whereof I have set my hand and affixed the official seal of the Mayor of the City of Saint John.**



# The Coastal Link Trail

Saint John Common Council  
April 23<sup>rd</sup> 2019



Coastal Link Trail  
Incorporated

# Purpose

---

- To inform council of the Coastal Link Trail project and its proposed route options within Saint John.
- To ensure alignment with the City's active transportation, recreation, tourism and population growth goals.
- Requesting a letter of support from the City of Saint John to be sent to provincial government (DTI & THC ministers) and Trans Canada Trail Inc.



# Coastal Link Trail Objectives

- To Support Healthy Living
  - Physical, mental and community cohesion
- To Augment Provincial Tourism
- Promote Economic Opportunities
- To ATTRACT and RETAIN Population Growth in Southwestern New Brunswick





# Two National Networks on our Doorstep

Stories

Give



News | Events | FR



## East Coast Greenway® A Trail Connecting Cities

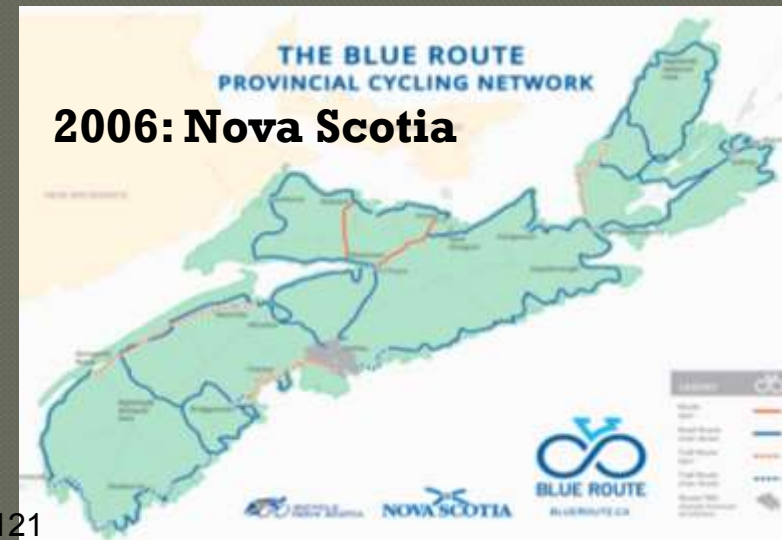
Maine to Florida  
Proposed Route Corridor

Rev. March 2008



Fuss & O'Neill Inc. Consulting Engineers  
Manchester, CT  
Fairfield, CT  
www.fento.com  
(800)648-2409  
Longmeadow, MA  
Providence, RI  
Shelburne, VT

# Surrounding Development





# Tourism Potential

- La Route Verte, Quebec:
  - **2861 Jobs**
  - **\$134M Spending**
- Cycle Tourism in Maine:
  - **\$66M Spending**
- Cycle Tourists in New Brunswick:
  - **Spend \$130**  
**per person, per visit to trails**



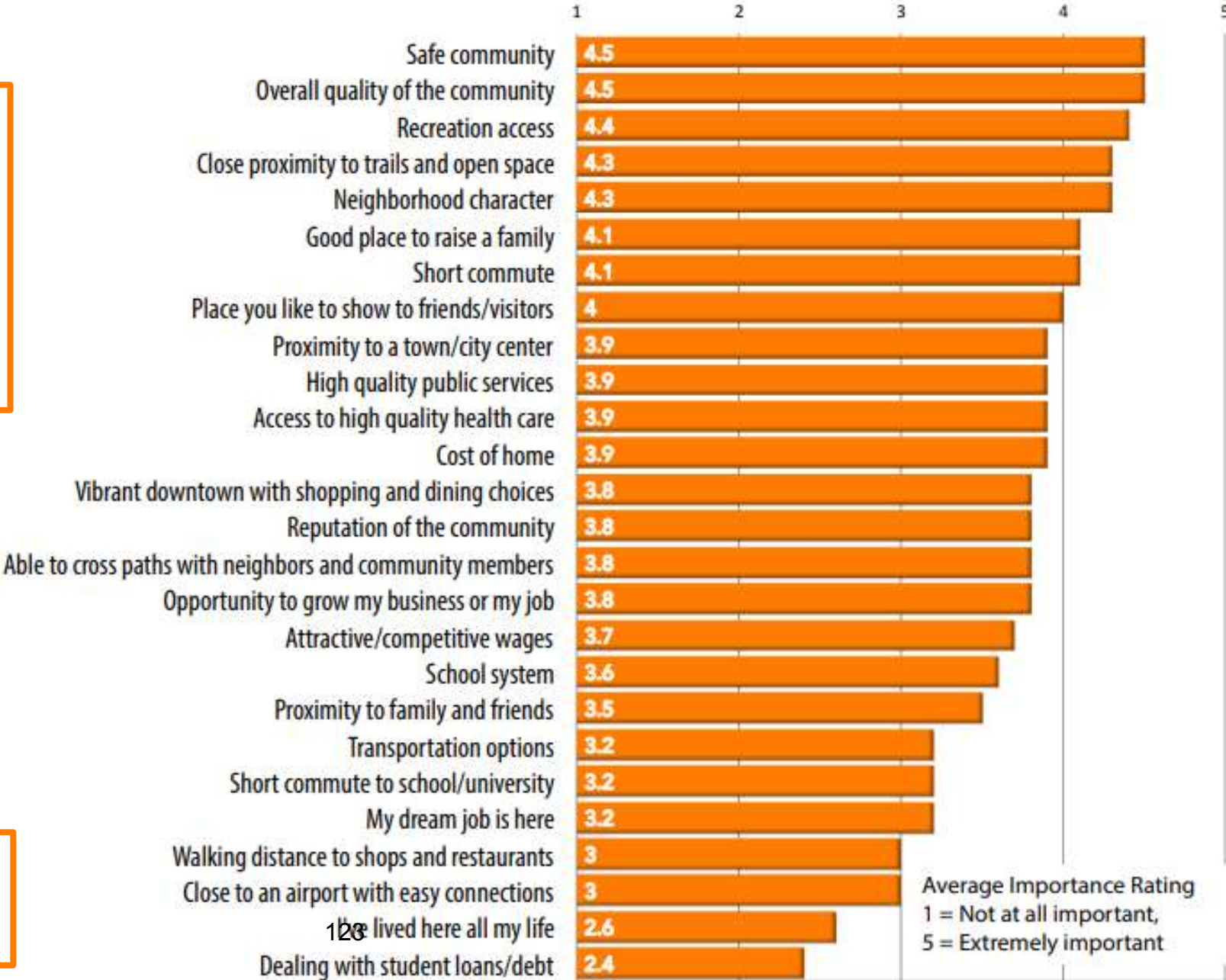
# How important were the following factors in your decisions to locate/remain in your community

Proximity to trails ranked in the top five

Higher than cost of housing, the school system, healthcare, and wages.

Sonoran Institute, 2015

Surveyed 450 business owners and 500 community members



# Opportunity



**2016 - 2018**

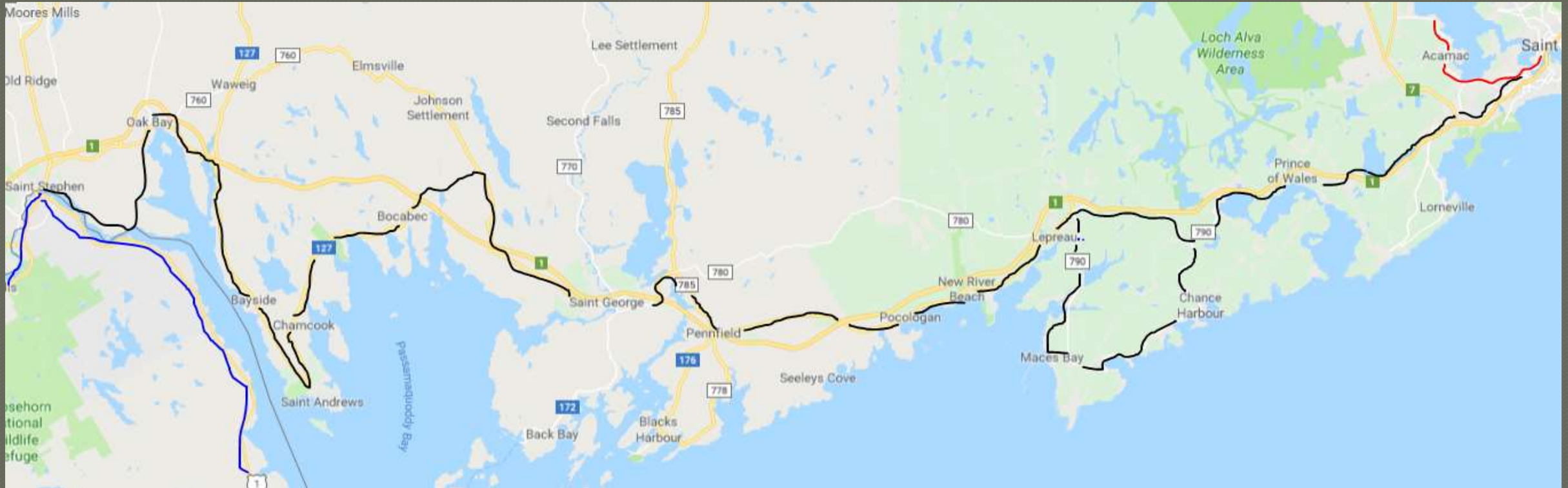
Grassroots committee formed

Feasibility study is  
commissioned. Available at:  
[www.snbsc.ca/recreation](http://www.snbsc.ca/recreation)

Provincial government  
introduces the New Brunswick  
Trails Action Plan, which names  
the Coastal Link Trail as one of  
eleven signatures trails to be  
developed.



# The Proposed Route



## Objective:

- Must connect The Great Trail to the East Coast Greenway
- Bring travellers into our communities to showcase what our region has to offer.
- Offer our residents new opportunities to get active.

- Recommended route by the feasibility study (Dillon Consulting, 2018) after several community meetings.
- 70% on-road, 30% off-road

The Great Trail aka Trans Canada Trail

**Coastal Link Trail**

Road Option: Manawagonish Rd, Ocean Westway

Shoreline Trail Option: Bayshore to Lorneville

Spruce Lake Trail and Musquash Marsh Trail

Harbour Loop: Chance Harbour, Dipper Harbour, Maces Bay

The map displays the Coastal Link Trail area in New Brunswick, Canada. The trail network is color-coded: yellow for The Great Trail (aka Trans Canada Trail), blue for the Road Option (Manawagonish Rd, Ocean Westway), green for the Shoreline Trail Option (Bayshore to Lorneville), red for the Spruce Lake Trail and Musquash Marsh Trail, and orange for the Harbour Loop (Chance Harbour, Dipper Harbour, Maces Bay). A purple line indicates the Future Expansion: Lorneville Cycling Loop. Key locations marked include Rockwood Park, Uptown, Acamnac, Lorneville, and Prince of Wales. Water bodies shown include St John River, Halls Lake, and Five Fathom Hole. Road numbers 177, 7, 1, 70, 75, and 126 are also visible.

Future Expansion

Lorneville Cycling Loop



# Next Steps

- Coastal Link Trail Inc holds \$1M in seed funding

- Focusing on design and implementation in St Stephen, St Andrews, St George, Musquash Estuary and Saint John.

- Saint John Area Priorities:

1. Design Study for Shoreline Trail  
Former Railbed - Bayshore to Lorneville
2. Trailhead  
Rockwood Park, Uptown, Marketplace
3. Spruce Lake Trail Improvements





# Next Steps

---

- ◉ Marketing, Signage and Wayfinding Plan  
RFP is currently open
- ◉ ACOA: Economic Impact Study
- ◉ Register with Trans Canada Trail Network
  - Require letters of support from the City of Saint John and Province of New Brunswick.
  - Opens funding opportunities from Trans Canada Trail Inc.



Musquash Estuary

# Ask of Saint John Common Council

---

- Support the vision and objectives of this project.
  - Inform the provincial government and Trans Canada Trail of your support.
- 

With this motion, Coastal Link Trail Inc shall proceed with design work for Shoreline Trail option (former railbed from Bayshore to Lorneville). Once completed, Coastal Link Trail Inc. shall return to council with the design.

# How the community can get involved

- Join the Fundy Region advisory committee
- Let your local MLA and ministers know you support this trail

[Bill.Oliver@gnb.ca](mailto:Bill.Oliver@gnb.ca)  
Minister of Transportation

[Robert.Gauvin@gnb.ca](mailto:Robert.Gauvin@gnb.ca)  
Minister of Tourism

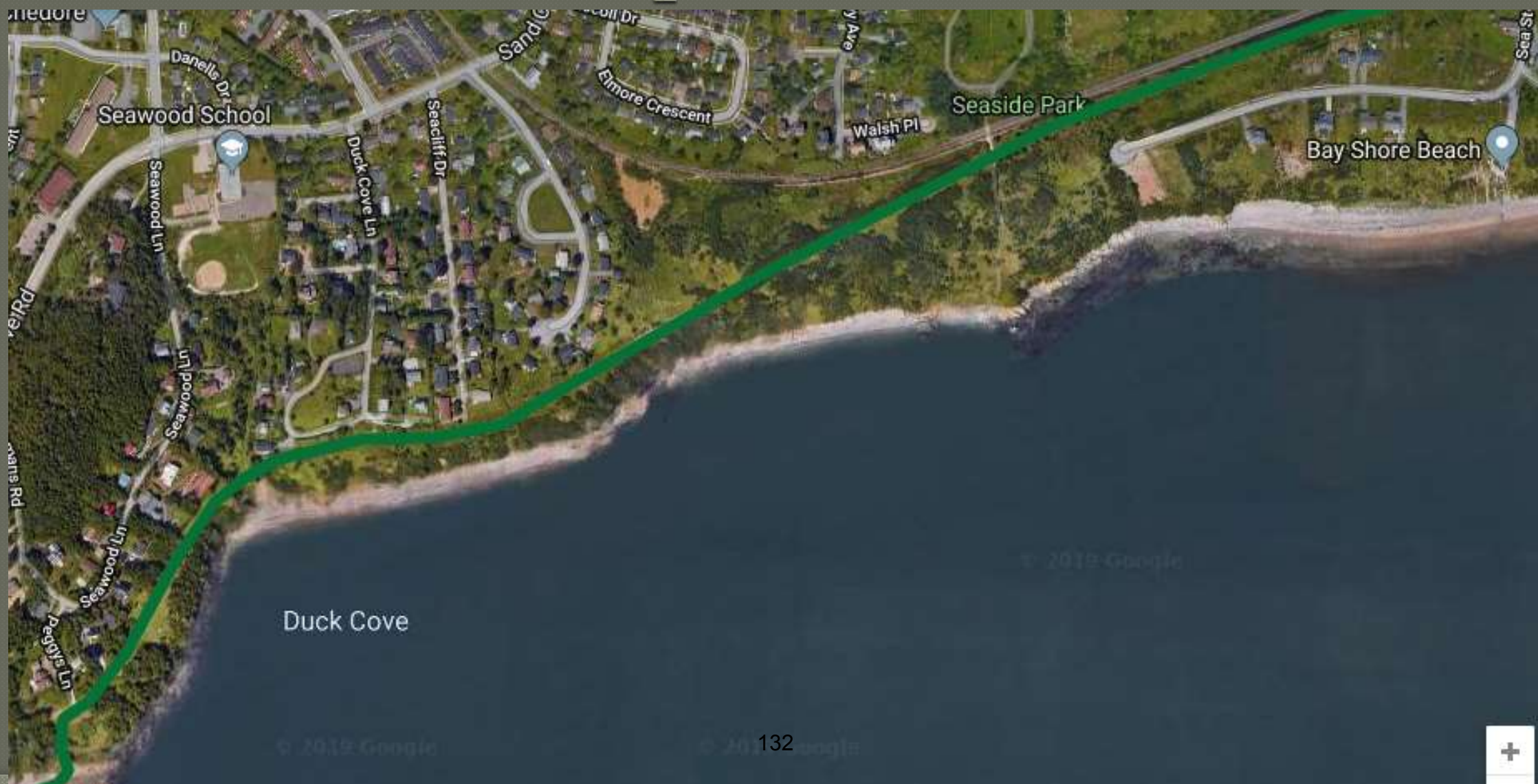


Trevor Fotheringham is a resident of Saint John and board member of the Coastal Link Trail Inc

# Additional Info

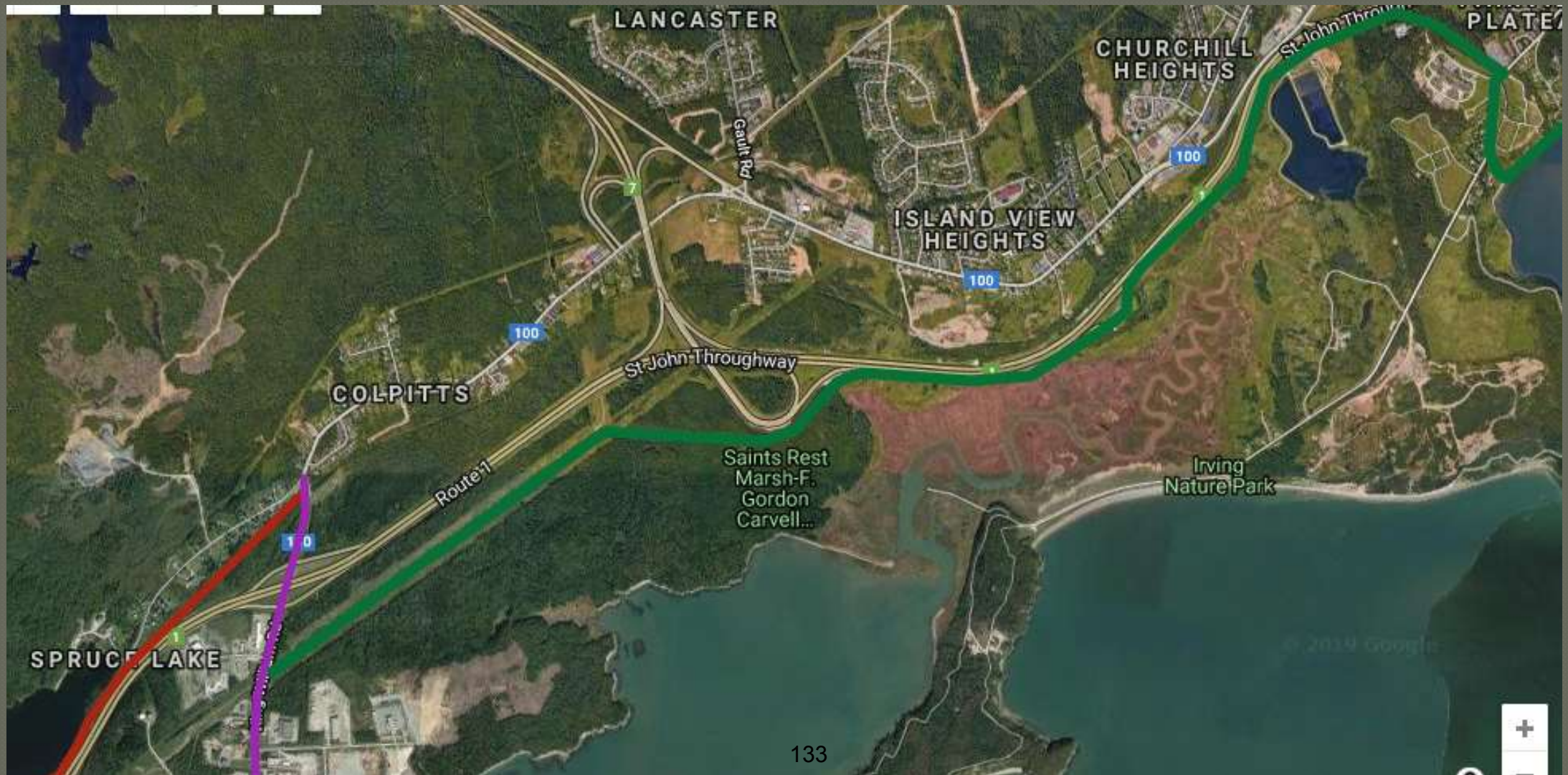


# Shoreline Trail Option to be studied





# Shoreline Trail Option to be studied



# The Plan

## Phase 1 (2016-18)

- Identified the Deficiency
- The Coastal Link Trail is identified as 1 of 11 Signature Trails in the [NB Trails Action Plan](#)

## Phase 2 (2018/19)

- Completed Options Analysis
  - Dillon Consulting
- ★ -Definition
- ★ -Costs
- ★ -Standards (DTI, TAC and TCT)
- ★ -Trail Head Design
- ★ -ACOA, Trans Canada Trail
  - Costing
  - Metrics

## Phase 3 (2019-)

- Implementation
  - \$1M in Seed Funding Secured
  - Estimated Cost: \$35M over +10 years



# Strategic Alignment

The Coastal Link Trail shall align with existing plans and work collaboratively with related initiatives

- MoveSJ (underway)
- Population Growth Framework (2018)
- PlaySJ (2015)
- Saint John Municipal Plan (2015)
- Saint John Trails and Bikeways Strategy (2010)





# Long Term: Expansion Opportunities

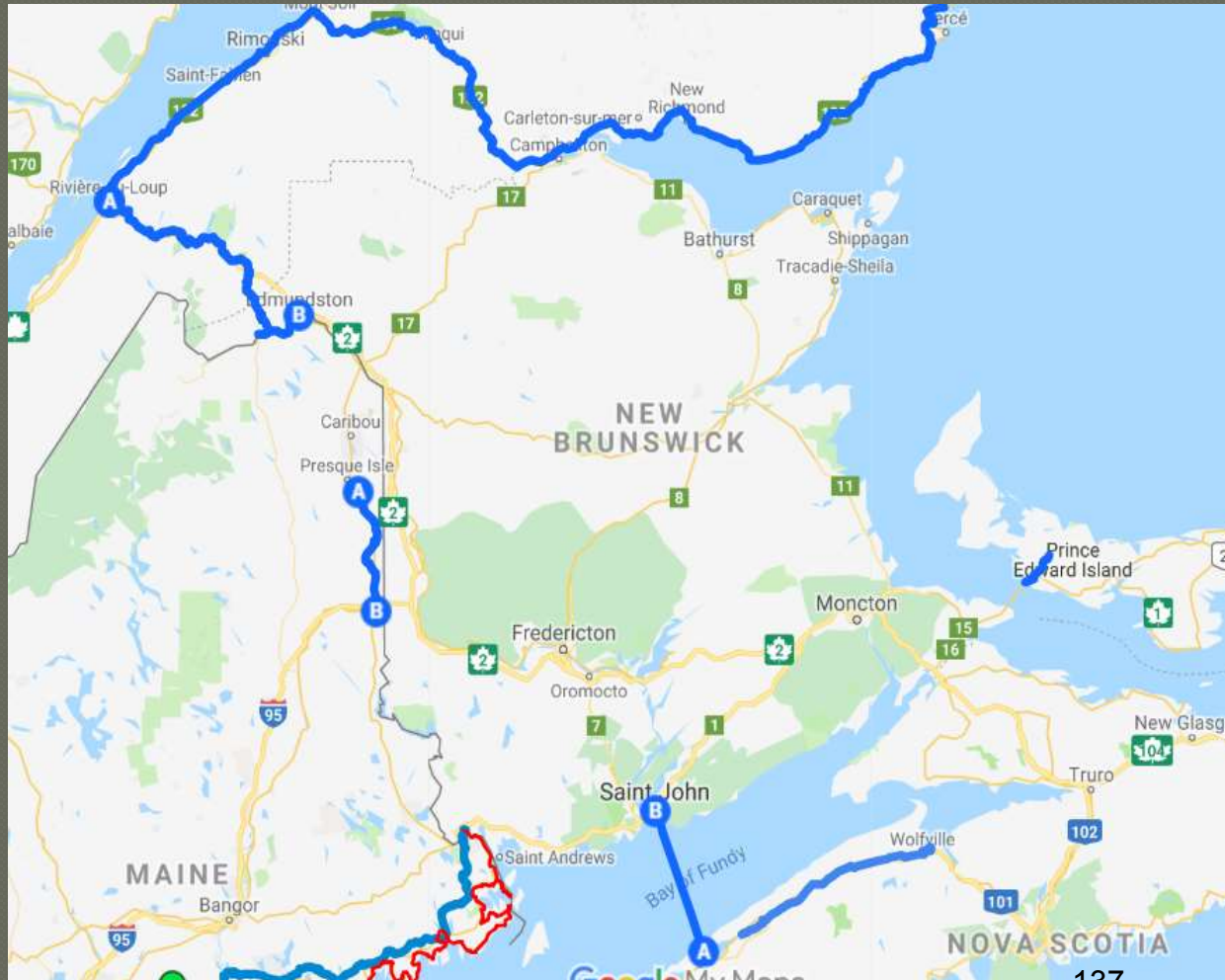
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- ◉ Lorneville Loop
- ◉ Little River Reservoir Park
- ◉ Trans Canada Trail Connections:
  - Grand Bay-Westfield
  - Rothesay
  - Quispamsis
  - Kingston
  - Hampton
  - St Martins
  - Fundy Trail Parkway
  - Fundy National Park



Fundy Trail Parkway

# Provincial Context



8 cycling trails that can connect to NB

- La Route Verte connecting at two points
- Southern Bangor and Aroostook Trail
- Sunrise Trail  
(Part of East Coast Greenway)
- Bike Bold Coast Maine
- Confederation Trail in PEI
- Harvest Moon Trailway  
(Part of Blue Route)
- Saint John Valley Heritage Trail

# The Cycling Market in Ontario & Quebec



In 2015  
**\$497 Million**  
was generated by  
**1.7 million visitors**  
in Ontario through cycling  
tourism



In Quebec an estimated  
**\$134 Million**  
is spent by cyclists on  
La Route Verte.  
This spending generates  
**\$38 Million**  
in tax revenue  
and supports  
**2861 jobs**



# The Cycling Market in Ontario & Quebec

A survey found  
approximately  
**1 / 11**  
**Ontarians**  
cycle while on  
vacation



And for  
**Quebec**  
**travelers**  
**1 / 8** cycle  
while on  
vacation

# The Cycling Market in Maine

70% of residents participate in outdoor recreation each year.  
Bicycle Tourism generates approximately \$66 million a year in the state.



# The Cycling Market in Nova Scotia

In Nova Scotia 11 Cycling tours brought in an estimated  
\$1,233,000 in 2005



Income from 7 NS Companies for Guided Cycling Tours **\$980,000**



Income from 4 NS Companies for Unguided Cycling Tours **\$64,000**



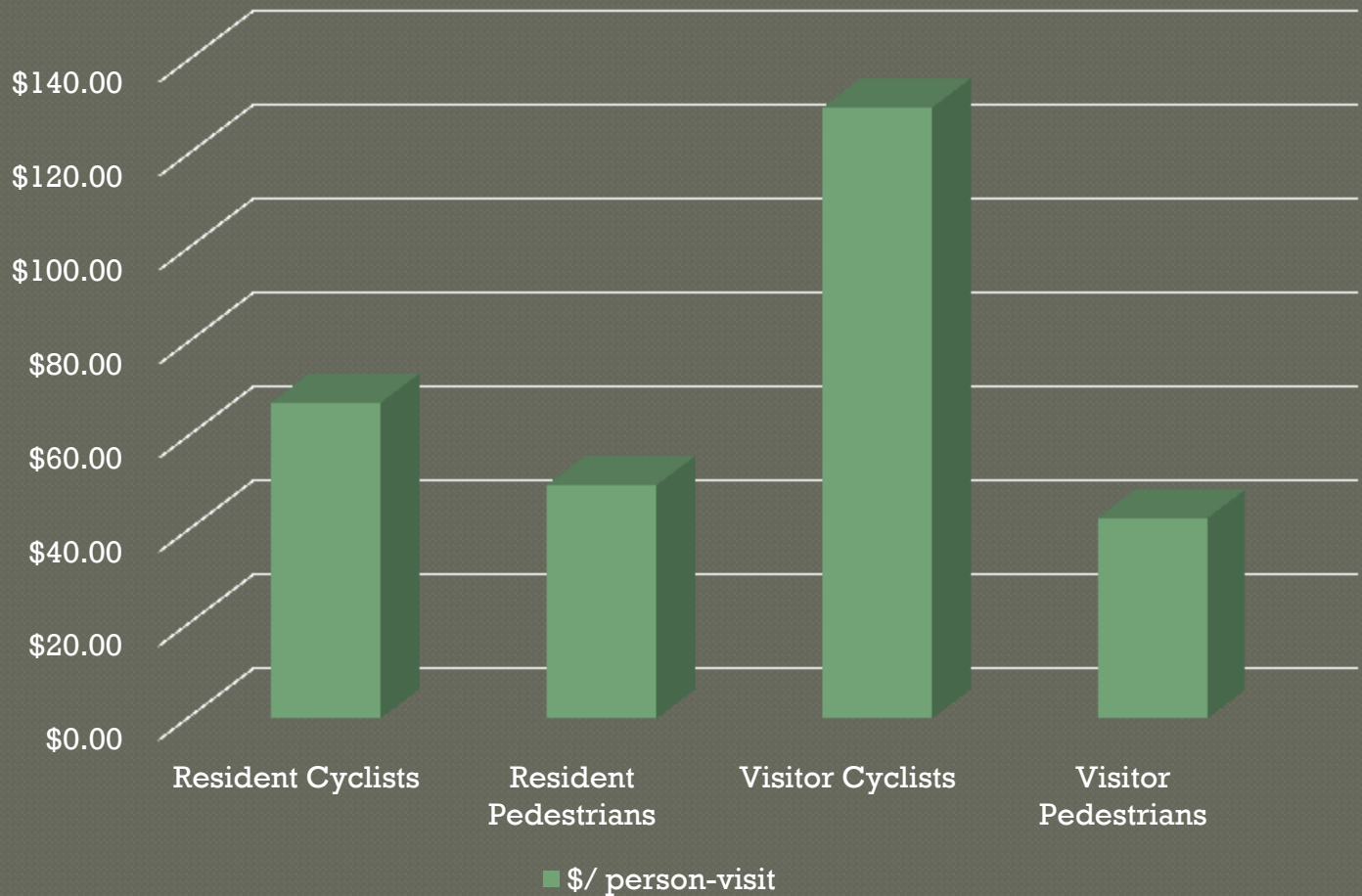
Additional Spending while in the Province on cycling tours **\$189,000**

# The Cycling Market in New Brunswick

Cyclists spent  
the most out of all  
green-way trail users.

**\$130.05**  
per person  
per visit

Trail-related expenditures by trail users on  
12 NB Greenway Trails

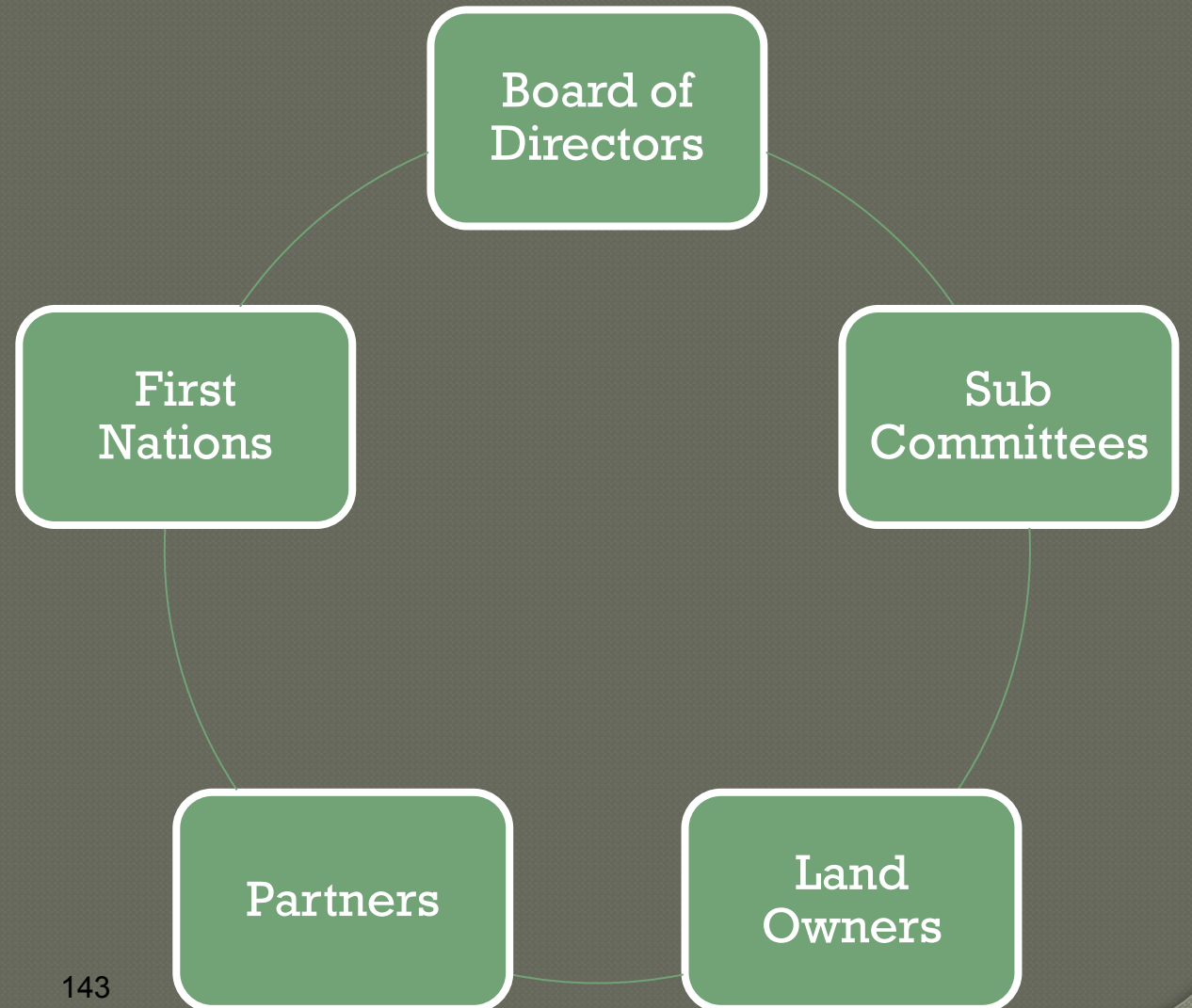




# Coastal Link Trail Inc

## MISSION

With provincial and regional partners, the Coastal Link Trail Inc. will construct the Coastal Link Trail between Saint Stephen and Saint John in order to enhance and deliver federal and provincially led programs to the region.





# Further Reading

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- ◉ New Brunswick Trails Action Plan (2018)
- ◉ New Brunswick Climate Action Plan (2017)
- ◉ Taking Back New Brunswick's Health (2017)
- ◉ From Surfaces to Services: An inclusive and sustainable transportation strategy for New Brunswick (2017)
- ◉ The Framework for Recreation in Canada (2015)
- ◉ Trail Towns: A guide to make your town a healthier place for residents to live, work and play and to facilitate Trail-Based Tourism and economic development (2005)

---

# Questions?

Nick Cameron  
Fundy Regional Service Commission  
506-343-7946  
[ncameron@frsc.ca](mailto:ncameron@frsc.ca)

## COUNCIL REPORT

M&C No.	M&C 2019-92
Report Date	April 15, 2019
Meeting Date	April 23, 2019
Service Area	Transportation and Environment Services

His Worship Mayor Don Darling and Members of Common Council

***SUBJECT: Weight Restriction By-Law Amendment and Agreement***

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

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

### ***AUTHORIZATION***

Primary Author	Commissioner/Dept. Head	City Manager
<b><i>Tim O'Reilly</i></b>	<b><i>Michael Hugenholtz</i></b>	<b><i>John Collin</i></b>

### ***RECOMMENDATION***

Your City Manager recommends Common Council:

1. authorize the Mayor and Common Clerk execute the agreement between the City of Saint John and Irving Equipment Limited as attached to M&C 2019-92, and
2. authorize 3<sup>rd</sup> Reading to an amendment to the City's Weight Restriction By-Law as attached to M&C 2019-92.

### ***EXECUTIVE SUMMARY***

The City's Weight Restriction By-Law allows the City to mitigate the impact that heavy vehicles impose on City streets. One mechanism in this by-law that achieves this goal is a reduction in the axle loading of trucks on streets during the spring when roads are particularly susceptible to damage.

### ***PREVIOUS RESOLUTION***

Common Council authorized 1<sup>st</sup> and 2<sup>nd</sup> Readings to the amendment to the City's Weight Restriction By-Law at its April 8, 2019 meeting.

### ***REPORT***

The construction of Irving Oil Limited's headquarters on King Square South is nearing completion. One of the contractors on this project, Irving Equipment Ltd., contacted City staff to advise they could not transport away a large crane used for the project because doing so would violate the City's Weight Restrictions By-Law.

The City's Weight Restriction By-Law reduces the maximum per-axle mass of various truck configurations to 80% of what is permitted in the Provincial Motor Vehicle Act during a Spring Weight Restrictions period on most City streets. In southern New Brunswick, Spring Weight Restrictions started this year on March 11 and is expected to continue until May 12 (weather dependent).

The by-law exempts some City streets from this reduced axle mass limit during the Spring Weight Restriction period. Streets exempt include some arterial and collector streets and/or those that provide access to major industrial sites.

Several streets that Irving Equipment Ltd. would need to use to remove the crane from the site are subject to the 80% reduced mass limits. These include King Square South, Sydney Street from King Square South to Union, and Union Street from Sydney Street to Crown Street. These streets would need to be temporarily exempt from the by-law to permit the crane to be removed before the Spring Weight Restriction period ends. The attached by-law amendment would facilitate this.

Given that the intention of the City's Weight Restriction By-Law is to mitigate damage to City roadway and underground infrastructure, staff would facilitate additional measures to manage such risk in this case if Common Council is supportive of the recommended by-law change:

- The exemption would be in place for a specific and short period of time,
- A pre and post infrastructure condition assessment would be required by a third party Professional Engineer to identify if any damage is attributable to Irving Equipment Ltd.'s transport operation,
- An agreement would be in place to ensure Irving Equipment Ltd. would be responsible for damage attributable to Irving Equipment Ltd.'s transport operation, and
- A Saint John Police Force escort would accompany the transport operation.

The agreement and by-law amendment City staff are recommending Common Council authorize via this report would put in place these mitigation measures.

Staff note however there remains a risk that damage to roadway and particularly underground infrastructure attributable to the operation may not be identifiable between the pre and post condition assessments. It would also be legal for other pieces of heavy equipment to drive on the three street sections during the four days that the amendment is in place.

The additional length of time Irving Equipment Ltd. would need to wait to move the crane when the Spring Weight Restriction period ends without the amendment being approved (1-2 weeks) could be perceived as short. Irving Equipment Ltd. advised City staff that between the value of the crane, security

risk, lost revenue and additional expenditure (including replacement rental), this period of time is significant to their organization. There is also a risk the Spring Weight Restriction period could extend beyond May 12.

### ***STRATEGIC ALIGNMENT***

Recommended in 2018 as part of Phase 2 of MoveSJ (City's updated Transportation Plan) was development of an Overweight/Oversize Load permitting system. The intent of this permitting system is to continue to seek a balance between supporting growth, including construction projects and industrial/heavy commercial operations, with the degree of City taxpayer subsidization of roadway infrastructure impacted by trucks that supports that growth. A more streamlined approach to addressing requested variances to the City's Weight Restriction regulations than the process described in this report that also ensures protection of City infrastructure is one outcome of this MoveSJ recommended scope of work.

Development of the Overweight/Oversize Load permitting system will need to be prioritized within the City's overall Sustainability and Work Plans, including prioritization of City Solicitor resources.

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

With the exception of City staff time invested to administer this process, this report is not expected to generate taxpayer expenses.

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

The City Solicitor's Office has assisted with the preparation of the attached Weight Restriction By-Law Amendment and agreement.

The Saint John Police Force (Traffic Unit) and the City's Growth & Community Services Department provided input.

### ***ATTACHMENTS***

Agreement between the City of Saint John and Irving Equipment Limited  
Amendment to City of Saint John Weight Restrictions By-Law

THIS AGREEMENT made in duplicate as of the 18th day of April, 2019.

**BY AND BETWEEN:**

**IRVING EQUIPMENT LIMITED**, a corporation duly incorporated under the laws of the Province of New Brunswick, hereinafter called the "**CONTRACTOR**"

OF THE FIRST PART

– and –

**THE CITY OF SAINT JOHN**, a body corporate by Royal Charter confirmed and amended by Acts of the Legislative Assembly of the Province of New Brunswick, hereinafter called the "**CITY**"

OF THE SECOND PART

WHEREAS the Contractor has been engaged in the construction of the World Headquarters for Irving Oil Limited at the corner of King Square South and Sydney Street in the City of Saint John and Province of New Brunswick (the "Property"); and

WHEREAS the removal of heavy industrial equipment from the Property, namely a crane, requires the operation of vehicles within the City with axle weights in excess of 80% of the axle weights permitted under the *Motor Vehicle Act*, RSNB 1973, c M-17, and the *Saint John Weight Restrictions By-law*, By-law Number MV-17, and amendments thereto (the "Heavy Vehicles"); and

WHEREAS the Contractor has requested permission from the City to operate Heavy Vehicles on King Square South from Charlotte Street to Sydney Street; on Sydney Street from Kings Square South to Union Street; and Union Street from Sydney Street to Crown Street (collectively, the "Streets") between April 27, 2019 and April 28, 2019, inclusive, or between May 4, 2019 and May 5, 2019, inclusive (the "Move"); and

WHEREAS the City is prepared to accede to the Contractor's request referred to in the immediately preceding recital by enacting an amendment to the *Saint John Weight Restrictions By-law*,

NOW THEREFORE THIS AGREEMENT WITNESSETH that the parties hereto for and in consideration of these presents and the covenants herein contained agree each with the other as follows:

1. That the Contractor shall only operate Heavy Vehicles on the Streets between April 27, 2019 and April 28, 2019, inclusive, or between May 4, 2019 and May 5, 2019, inclusive.
2. That the Contractor shall notify (i) the City's Traffic Engineer at least three (3) business day in advance of the Move, (ii) Saint John Transit at least three (3) business days in advance of the Move, and (iii) the City's Public Safety Communications Centre immediately prior to and immediately following the Move.
3. That the Contractor shall, at its sole expense, engage EXP Services Inc., a Professional Engineering Consultant, for the purpose of (i) conducting an assessment of the asphalt surfaces on the Streets, and reviewing plans provided by the City with

respect to the location and depth of the water, sanitary and storm sewer systems owned or operated by the City, (ii) identify any risk of the Heavy Vehicles coming into contact with any parked vehicles and/or other above-ground infrastructure during the Move, (iii) preparing a Risk Assessment Report for the Move, (iv) preparing a pre-Move and post-Move Condition Survey Report of the asphalt surfaces and any above-ground public infrastructure at risk of being contacted relative to the planned and actual route of travel for the Move, and (v) identify any areas of on-street parking that need to be restricted during the Move.

4. That the Contractor shall (i) provide copies of the Risk Assessment Report to the Chief City Engineer or designate not later than April 24, 2019; and (ii) provide a copy of the pre-Move and post-Move Condition Survey Reports to the Chief City Engineer or designate not later than three (3) business days following completion of the Move.

5. That the Contractor shall be solely responsible for the cost of the Risk Assessment Report and the pre-Move and post-Move Condition Survey Reports.

6. That the Contractor hereby indemnifies, defends and saves harmless the City, its employees, officers, agents, successors and assigns, from and against any and all losses, costs, claims, demands, expenses, proceedings and actions of every nature and kind for injury or direct damages, to persons or property to the extent caused by the Move.

7. That the Contractor shall reimburse the City for all reasonable costs for work, repairs, alterations, reconstruction or replacement required to remedy any damage caused by the Move, within forty-five (45) days of the date of the Contractor's receipt of an invoice together with reasonable back-up information.

8. That the Contractor will make necessary arrangements with the Saint John Police Force for traffic control and escort services for the Move, and pay all costs associated with such services.

9. That the Contractor shall receive approval from the Province of New Brunswick for operation of the Heavy Vehicles on provincial highways not later than April 27, 2019.

10. This Agreement shall enure to the benefit of and be binding upon the parties hereto, their successors and assigns respectively.



IN WITNESS WHEREOF the parties hereto have caused these presents to be duly executed by the properly authorized officers and their respective corporate seals affixed hereto as of the day and year first above written.

SIGNED, SEALED & DELIVERED  
in the presence of:

*Q. Pappas*  
*(as to book)*

)  
) **IRVING EQUIPMENT LIMITED**  
)  
)  
) Per: *M. Langley*  
)  
)  
) Per: *Bruce A. Drost*  
)  
)  
) and  
)  
) **THE CITY OF SAINT JOHN**  
)  
)  
)  
) \_\_\_\_\_  
) Mayor  
)  
) \_\_\_\_\_  
) Common Clerk  
)  
) Common Council Resolution:  
)  
) \_\_\_\_\_, 2019





**BY-LAW NUMBER MV-17  
A LAW TO AMEND A BY-LAW  
RESPECTING WEIGHT RESTRICTIONS  
WITHIN THE CITY OF SAINT JOHN  
ENACTED UNDER THE AUTHORITY  
OF SECTION 262(1) OF THE MOTOR  
VEHICLE ACT**

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

A By-Law of The City of Saint John  
entitled "A By-Law Respecting Weight  
Restrictions Within The City of Saint John Enacted  
Under The Authority of Section 262(1) of The  
Motor Vehicle Act" enacted on the 5<sup>th</sup> day of April,  
A.D. 2004, is hereby amended as follows:

**1** Schedule A is amended by adding the  
following words under the following headings:

**Connection Routes**

King Square South between Charlotte Street  
and Sydney Street only between April 27,  
2019 and April 28, 2019, inclusive, and  
between May 4, 2019 and May 5, 2019,  
inclusive

Sydney Street between King Square South  
and Union Street only between April 27,  
2019 and April 28, 2019, inclusive, and  
between May 4, 2019 and May 5, 2019,  
inclusive

Union Street between Sydney Street and  
Crown Street only between April 27, 2019  
and between April 28, 2019, inclusive, and  
May 4, 2019 and May 5, 2019, inclusive

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  
\_\_\_\_\_, A.D. 2019 and signed by:

**ARRÊTÉ N° MV-17  
ARRÊTÉ CONCERNANT LES  
LIMITATIONS DE POIDS DANS  
THE CITY OF SAINT JOHN  
ÉDICTÉ EN VERTU DU  
PARAGRAPHE 262(1) DE LA LOI SUR  
LES VÉHICULES À MOTEUR**

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

Par les présentes, l'arrêté de The City of  
Saint John intitulé « Arrêté concernant les  
limitations de poids dans the city of Saint John  
édicte en vertu du paragraphe 262(1) de la *loi sur  
les véhicules à moteur* », édicte le 5 avril 2004, est  
modifié comme suit :

**1** L'annexe A est modifiée par l'adjonction des  
mots suivants sous les titres suivants :

**Routes de raccordement**

carré King Sud entre rue Charlotte et rue  
Sydney entre le 27 avril 2019 et le 28 avril  
2019, inclusivement, et entre le 4 mai  
2019 et le 5 mai 2019, inclusivement

rue Sydney entre carré King Sud et rue  
Union entre le 27 avril 2019 et le 28 avril  
2019, inclusivement, et entre le 4 mai  
2019 et le 5 mai 2019, inclusivement

rue Union entre rue Sydney et rue Crown  
entre le 27 avril 2019 et le 28 avril 2019,  
inclusivement, et entre le 4 mai 2019 et le  
5 mai 2019, inclusivement

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

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Mayor/Maire

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Common Clerk / Greffière communale

First Reading -  
Second Reading -  
Third Reading -

Première lecture -  
Deuxième lecture -  
Troisième lecture -

## COUNCIL REPORT

M&C No.	2019-99
Report Date	April 19, 2019
Meeting Date	April 23, 2019
Service Area	Growth and Community Development Services

His Worship Mayor Don Darling and Members of Common Council

***SUBJECT: 40 Mountain View Drive – Supplementary Report***

***OPEN OR CLOSED SESSION***

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

***AUTHORIZATION***

Primary Authors	Commissioner/Dept. Head	City Manager
<b><i>Andrew Reid</i></b>	<b><i>Jacqueline Hamilton</i></b>	<b><i>John Collin</i></b>

***RECOMMENDATION***

1. That Common Council redesignate on Schedule B of the Municipal Development Plan, land with an area of approximately 3.25 hectares, located at 40 Mountain View Drive, also identified as PID Nos. 00313429 and 00426452, from *Low Density Residential* to *Low to Medium Density Residential*.
2. That Common Council rezone land with an area of approximately 3.25 hectares, located at 40 Mountain View Drive, also identified as PID Nos. 00313429 and 00426452, from High-Rise Residential (RH) and Two-Unit Residential (R2) to Integrated Development (ID).
3. That Common Council pursuant to the provisions of Section 59 of the *Community Planning Act (SNB 2017, c.19)*, hereby discharges the agreement dated the 21<sup>st</sup> day of January, 2010 between North Star Holdings Ltd., and the City of Saint John, respecting the property identified in the said agreement by PID numbers 00313429 and 00426452 and which agreement was made pursuant to the provisions of Section 39 of the *Community Planning Act* in effect at that time (Chapter C-12, *RSNB 1973*); and,

Further Be It Resolved that Common Council hereby imposes, pursuant to the provisions of Section 59 of the *Community Planning Act* upon the Property having an area of approximately 3.25 hectares located at 40 Mountain View Drive also identified as PID numbers 00313429 and 00426452, the following conditions upon the development and use of the land:

- a. That any development of the site shall be limited to a maximum of 167 units and generally adhere to the Conceptual Layout, Context, Landscaping Plans, and Elevation Plans attached to this report.
  - b. That any development of the site be in accordance with a detailed site plan to be prepared by the developer and subject to the approval of the Development Officer, indicating the location of all buildings, structures, parking areas, driveways, loading areas, signs, exterior lighting, outdoor storage areas, amenity areas, pedestrian circulation elements and other site features. This final site plan is to be attached to the application for the building permit for the respective part or phase of the proposed development.
  - c. That the permitted uses of the Integrated Development (ID) Zone be limited to those outlined in the High-Rise Residential (RH) Zone of the Zoning By-law.
  - d. That any development of the site shall be subject to Part 9 of the Zoning By-law regarding Uses Permitted in Other Zones.
  - e. That the owner, developer and/or successors shall maintain ownership of all proposed stormwater ponds and associated stormwater collection systems (sewer mains, manholes, catch basins, etc). All stormwater related infrastructure shall be considered private.
  - f. That an engineered site servicing plan and stormwater submission shall be submitted for the full build out of the development with the Building Permit for "Phase One" of the development, which consists of the six storey multiple unit dwelling. Phase One shall comprise the full inclusive build out of the underground infrastructure and street construction of the proposed Private Street "Via Calabria Street", and the proposed stormwater ponds.
  - g. The owner shall convey to the City, not later than April 27, 2021, an easement satisfactory to the City's Development Officer for the purpose of providing access and egress to and from the Land for Public Purpose located at PID 55218119 as well as the City's storm water pond located on the same parcel, existing at the date of the imposition of this condition."
  - h. That any gated accesses shall provide a suitable entry mechanism for emergency vehicles and operational vehicles of the City.
4. That Common Council assent to one or more subdivision plans, in one or more phases, in general accordance with the Conceptual Layout attached for Calabria Estates Subdivision at 40 Mountain View Drive, and with respect to the vesting of any Local Government Services Easements to be determined during detailed design.

## **REPORT**

Subsequent to the public hearing on April 8<sup>th</sup>, the City Solicitor suggested that condition 3(g) should be strengthened for enforceability by clarifying a deadline. Staff have proposed minor rewording to this effect, giving the applicant two years from the date of third reading (April 27, 2021), to convey an easement to provide access to Land for Public Purpose adjacent to the development, thus replacing part 3(g) with the following:

“The owner shall convey to the City, not later than April 27, 2021, an easement satisfactory to the City’s Development Officer for the purpose of providing access and egress to and from the Land for Public Purpose located at PID 55218119 as well as the City’s storm water pond located on the same parcel, existing at the date of the imposition of this condition.”

The applicant has reviewed this minor amendment and is in agreement with it. In all other respects, the recommendation before Council for third reading is unchanged. This recommendation reflects the Planning Advisory Committee’s amendment to remove condition 3(i), regarding an emergency access connection to Myles Drive.

Since the time of public hearing there have been further discussions with the developer regarding his intent to reduce the height of the multiple unit dwelling in the proposal and alter its footprint. Staff have evaluated this change and determined that the reduction in height is permissible under the recommendation before Council.

## **PREVIOUS RESOLUTION**

On April 8, 2019, Common Council gave first and second reading to a Municipal Plan, Rezoning, and Section 59 Application.

## **SERVICE AND FINANCIAL OUTCOMES**

N/A

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

This report has been reviewed by the City Solicitor’s Department

## **ATTACHMENTS**

- 1 – PAC Recommendation Report dated March 26, 2019
- 2 – Staff Report dated April 5, 2019

# PLANNING ADVISORY COMMITTEE



The City of Saint John

March 26, 2019

His Worship Mayor Don Darling and  
Members of Common Council

Your Worship and Councillors:

**SUBJECT:    Municipal Plan Amendment, Rezoning, and Section 59  
                 Amendment  
                 40 Mountain View Drive (Calabria Estates)**

On March 11, 2019 Common Council referred the above matter to the Planning Advisory Committee for a report and recommendation. The Committee considered the attached report at its March 26, 2019 meeting.

Rick Turner, of Hughes Surveys, was in attendance on behalf of the applicant. Mr. Turner was generally in agreement with the staff recommendation but noted opposition to Part 3(i) of the staff recommendation, regarding the provision of a connection from the development to Myles Drive, and requested that the Committee remove this condition. He noted that at a neighbourhood engagement meeting held by the proponent, adjacent landowners were unanimously opposed to the connection, although in support of the development as a whole.

There were approximately 16 residents in attendance respecting the application. Ms. Darlene Hersey, of Silverstone Drive, appeared before the Committee. Ms. Hersey noted she was not in opposition to the development but raised strong concern regarding staff's recommendation to Council regarding a connection to Myles Drive. She noted that the connection, albeit controlled and provided for emergency access only, may introduce additional vehicular traffic into the neighbourhood. Ms. Hersey referenced a prior development proposal and Council's decision in 2008 to impose a condition that restricted access for development exclusively to Mountain View Drive.

Mr. Larry Fournier requested clarification regarding details of sewage flow and site servicing, which staff noted would be worked out during the detailed design phase.

Following questions of clarification from the applicant and staff, the Committee considered the report and staff's recommendation. It was clarified from staff that the access connection was of additional benefit to public safety but not a requirement by law. The Committee voted to amend the staff recommendation, thereby removing condition 3(i) respecting Council imposing a condition that there be a controlled emergency access connecting the development to the Myles Drive neighbourhood to the south.

**RECOMMENDATION:**

1. That Common Council redesignate on Schedule B of the Municipal Development Plan, land with an area of approximately 3.25 hectares, located at 40 Mountain View Drive, also identified as PID Nos. 00313429 and 00426452, from *Low Density Residential* to *Low to Medium Density Residential*.
2. That Common Council rezone land with an area of approximately 3.25 hectares, located at 40 Mountain View Drive, also identified as PID Nos. 00313429 and 00426452, from High-Rise Residential (RH) and Two-Unit Residential (R2) to Integrated Development (ID).
3. That Common Council pursuant to the provisions of Section 59 of the *Community Planning Act* (SNB 2017, c. 19), hereby discharges the agreement dated the 21<sup>st</sup> day of January, 2010 between North Star Holdings Ltd., and the City of Saint John, respecting the property identified in the said agreement by PID numbers 00313429 and 00426452 and which agreement was made pursuant to the provisions of Section 39 of the *Community Planning Act* in effect at that time (Chapter C-12, *RSNB 1973*); and,

Further Be It Resolved that Common Council hereby imposes pursuant to the provisions of Section 59 of the *Community Planning Act* the following condition upon the Property having an area of approximately 3.25 hectares, located at 40 Mountain View Drive, also identified as PID numbers 00313429 and 00426452, the following conditions upon the development and use of the land:

- a. That any development of the site shall be limited to a maximum of 167 units and generally adhere to the Conceptual Layout, Context, Landscaping Plans, and Elevation Plans attached to this report.
- b. That any development of the site be in accordance with a detailed site plan to be prepared by the developer and subject to the approval of

the Development Officer, indicating the location of all buildings, structures, parking areas, driveways, loading areas, signs, exterior lighting, outdoor storage areas, amenity areas, pedestrian circulation elements and other site features. This final site plan is to be attached to the application for the building permit for the respective part or phase of the proposed development.

- c. That the permitted uses of the Integrated Development (ID) Zone be limited to those outlined in the High-Rise Residential (RH) Zone of the Zoning By-law.
  - d. That any development of the site shall be subject to Part 9 of the Zoning By-law regarding Uses Permitted in Other Zones.
  - e. That the owner, developer and/or successors shall maintain ownership of all proposed stormwater ponds and associated stormwater collection systems (sewer mains, manholes, catch basins, etc). All stormwater related infrastructure shall be considered private.
  - f. That an engineered site servicing plan and stormwater submission shall be submitted for the full build out of the development with the Building Permit for "Phase One" of the development, which consists of the six storey multiple unit dwelling. Phase One shall comprise the full inclusive build out of the underground infrastructure and street construction of the proposed Private Street "Via Calabria Street", and the proposed stormwater ponds.
  - g. That the owner, developer and/or successors shall enter into an agreement with the City to provide right-of-way access to the existing stormwater pond and Land for Public Purpose parcel adjacent to the development.
  - h. That any gated accesses shall provide a suitable entry mechanism for emergency vehicles and operational vehicles of the City.
4. That Common Council assent to one or more subdivision plans, in one or more phases, in general accordance with the Conceptual Layout attached for Calabria Estates Subdivision at 40 Mountain View Drive, and with respect to the vesting of any Local Government Services Easements to be determined during detailed design.



Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Rick Stephen", is written over the printed name.

Rick Stephen  
Vice Chair

Attachments

- 1 – Staff Presentation
- 2 – Report to Planning Advisory Committee dated March 22, 2019



The City of Saint John

**Date:** March 22, 2019

**To:** Planning Advisory Committee

**From:** Growth & Community Planning  
Growth & Community Development Services

**For:** **Meeting of Wednesday, March 26, 2019**

**SUBJECT**

**Applicant:** Hughes Surveys & Consultants Inc.

**Owner:** 048367 N.B. Ltd.

**Location:** 40 Mountain View Drive

**PID:** 00313429 and 00426452

**Plan Designation:** Low Density Residential

**Proposed Designation:** Low to Medium Density Residential

**Existing Zoning:** High-Rise Residential (RH) and Two-Unit Residential (R2)

**Proposed Zoning:** Integrated Development (ID)

**Application Type:** Municipal Plan Amendment, Rezoning, Section 59 Amendment, and Variance

**Jurisdiction:** The *Community Planning Act* authorizes the Planning Advisory Committee to give its views to Common Council concerning proposed amendments to the Municipal Development Plan and Zoning By-law. The Subdivision By-law authorizes the Planning Advisory Committee to approve the creation of a lot with access other than a public street and authorize new street names. The

Committee recommendation will be considered by Common Council at a public hearing on **Monday, April 8, 2019**.

## **SUMMARY**

The proposal is to rezone 3.25 hectares of land north of Sonya Court (to be renamed) to Integrated Development (ID) for the purpose of constructing an approximately 126 unit residential development consisting of a mixture of townhouses and multiple unit dwellings, including one six storey building. To enable a height of six storeys, a Municipal Plan Amendment is required to change the designation of the subject property from *Low Density Residential* to *Low to Medium Density Residential*, as the former designation limits multiple dwellings to four storeys in height. The development will be serviced by private streets and therefore requires variances from the Subdivision By-law. In addition, Section 59 amendments are required to set out new conditions as part of the Integrated Development (ID) Zone. Staff recommend approval of the application based on the proposal's alignment with the goals and applicable policies of the Municipal Plan and City By-laws. The proposal is well suited for the neighbourhood, a key suburban intensification designated in PlanSJ, the City's Municipal Plan.

## **RECOMMENDATION**

1. That Common Council redesignate on Schedule B of the Municipal Development Plan, land with an area of approximately 3.25 hectares, located at 40 Mountain View Drive, also identified as PID Nos. 00313429 and 00426452, from *Low Density Residential* to *Low to Medium Density Residential*.
2. That Common Council rezone land with an area of approximately 3.25 hectares, located at 40 Mountain View Drive, also identified as PID Nos. 00313429 and 00426452, from High-Rise Residential (RH) and Two-Unit Residential (R2) to Integrated Development (ID).
3. That Common Council pursuant to the provisions of Section 59 of the *Community Planning Act* (SNB 2017, c.19), hereby discharges the agreement dated the 21<sup>st</sup> day of January, 2010 between North Star Holdings Ltd., and the City of Saint John, respecting the property identified in the said agreement by PID numbers 00313429 and 00426452 and which agreement was made pursuant to the provisions of Section 39 of the *Community Planning Act* in effect at that time (Chapter C-12, *RSNB 1973*); and,

Further Be It Resolved that Common Council hereby imposes pursuant to the provisions of Section 59 of the *Community Planning Act* the following condition upon the Property having an area of approximately 3.25 hectares, located at 40 Mountain View Drive, also identified as PID numbers 00313429 and 00426452, the following conditions upon the development and use of the land:

- a. That any development of the site shall be limited to a maximum of 167 units and generally adhere to the Conceptual Layout, Context, Landscaping Plans, and Elevation Plans attached to this report.
  - b. That any development of the site be in accordance with a detailed site plan to be prepared by the developer and subject to the approval of the Development Officer, indicating the location of all buildings, structures, parking areas, driveways, loading areas, signs, exterior lighting, outdoor storage areas, amenity areas, pedestrian circulation elements and other site features. This final site plan is to be attached to the application for the building permit for the respective part or phase of the proposed development.
  - c. That the permitted uses of the Integrated Development (ID) Zone be limited to those outlined in the High-Rise Residential (RH) Zone of the Zoning By-law.
  - d. That any development of the site shall be subject to Part 9 of the Zoning By-law regarding Uses Permitted in Other Zones.
  - e. That the owner, developer and/or successors shall maintain ownership of all proposed stormwater ponds and associated stormwater collection systems (sewer mains, manholes, catch basins, etc). All stormwater related infrastructure shall be considered private.
  - f. That an engineered site servicing plan and stormwater submission shall be submitted for the full build out of the development with the Building Permit for "Phase One" of the development, which consists of the six storey multiple unit dwelling. Phase One shall comprise the full inclusive build out of the underground infrastructure and street construction of the proposed Private Street "Via Calabria Street", and the proposed stormwater ponds.
  - g. That the owner, developer and/or successors shall enter into an agreement with the City to provide right-of-way access to the existing stormwater pond and Land for Public Purpose parcel adjacent to the development.
  - h. That any gated accesses shall provide a suitable entry mechanism for emergency vehicles and operational vehicles of the City.
  - i. That a controlled emergency access shall be created between the parking area south of the multiple unit dwelling and Myles Drive. This is to be a controlled access to prohibit vehicular circulation and shall be the responsibility of the developer to maintain and provide a suitable entry mechanism for emergency vehicles and operational vehicles of the City. The controlled emergency access connection shall be built to a City standard to the satisfaction of the City Chief Engineer or designate.
4. That Common Council assent to one or more subdivision plans, in one or more phases, in general accordance with the Conceptual Layout attached for Calabria Estates

Subdivision at 40 Mountain View Drive, and with respect to the vesting of any Local Government Services Easements to be determined during detailed design.

5. That the Planning Advisory Committee approve the access to all proposed lots from the proposed private street network, suitable for the passage of motor vehicles, as being advisable for the proposed development of land. And further that the Committee authorize the approval of new street names "Lamezia Lane" and "Via Calabria Street." This approval only comes into effect should Common Council give Third Reading to the proposed rezoning to the Integrated Development (ID) Zone; and,
6. That The Planning Advisory Committee grant the following variances from the Subdivision By-law:
  - a. A variance to permit a Private Street serving a form of development other than a Cluster Townhouse Dwelling; and
  - b. A variance from the requirements from subsections 14(8)(b)(i) and 22(1)(f) of the Subdivision By-law to allow for dwelling units in the proposed subdivision to be serviced by a storm sewer system other than a Municipal Storm Sewer System.These variances only come into effect should Common Council give Third Reading to the proposed rezoning to the Integrated Development (ID) Zone.

## **DECISION HISTORY**

On August 18, 2008, Common Council gave second reading to the rezoning of 5.6 hectares of land that encompassed the subject property for the purposes of providing for a residential development which included three four storey condominiums. Council initially tabled the rezoning so staff could arrange a meeting between the applicant and rate payers' associations in the surrounding area to address concerns raised at the public hearing. At third reading, Council approved Section 39 conditions that were introduced to address residents' concerns relative to traffic, screening, and prohibiting vehicular access onto Westbrook Ave and Garnett Road.

Later on in 2010, Common Council approved amendments to the existing Section 39 conditions to increase the maximum number of buildings permitted on the property from three to four, with no increase to the number of units.

In 2012, Common Council directed the City Solicitor to prepare an agreement between the City and North Star Holdings Ltd. respecting the construction of municipal infrastructure, including a sanitary lift station for the subject property and larger 26.1 hectare area. The lift station was built as a result of the agreement.

Records of all Council decisions have been provided in Appendix A.

## **ANALYSIS**

### **Proposal**

The developer, 048367 N.B. Ltd., proposes to construct a residential development of approximately 126 units served by private streets off Mountain View Drive. The attached Conceptual Layout Plan indicates a 78 unit 6 storey multiple unit dwelling, an 8 unit multiple unit dwelling, and mix of townhouses. The townhouses will be clustered around an open space with a network of trails, landscaped and water features, with a private stormwater system managed by a stormwater pond located to the northwest, connecting to the smaller feature pond at the centre of the open space area.

The developer proposes that the development be divided into two large parcels, dividing the 6 storey multiple unit dwelling from the remainder of site to potentially facilitate being incorporated into respective condominium entities. The developer is further interested in implementing controlled accesses onto the premises to prohibit non-resident vehicles from entering. Construction of the six storey multiple unit dwelling will constitute the first phase of the project, with the remainder of the buildings shown on the Conceptual Layout Plan being built out in a succeeding phase two. The Integrated Development (ID) zone has been requested to provide flexibility with zoning and landscaping standards given the integrated nature of the development and its ownership.

### **Site and Neighbourhood**

The subject property has been vacant since site preparations began in 2008 as part of a previous proposal. The site has been partially prepared included clearing of land and grading, with the Sonya Court cul-de-sac completed in 2015. Water and sewer mains were constructed along Sonya Court, but the street was never vested to the City and remains private property. A sanitary lift station was built to service the previous proposal and surrounding 26.1 hectare area. Traffic signals were installed at Mountain View Drive based on a traffic impact study completed in 2008.

To the south of the subject property is a 2,745 metre strip of Land for Public Purpose (LPP), which provides a buffer from residences along Westbrook Avenue. The LPP is forested and contains a small stormwater pond. Garnett Road runs to the east of the subject property. Two largely undeveloped parcels lie to the north of the property. The land is largely forested except for the parcel fronting Mountain View Drive, which was disturbed as part of the previous proposal. The area to southwest of the site, while not the subject of this proposal, has also been acquired by the developer. This area is zoned Two-Unit Residential (R2) and remains subject to existing Section 39 conditions that require landscaping and fencing between Residents of Westbrook Avenue and a berm between the property at Highmeadow Drive.

The subject property is serviced by public transit off Mountain View Drive, a collector street that is within easy access of the McAllister area regional commercial destination. PlaySJ, the City's Recreational Plan, proposes Mountain View Drive as a future trail and bikeway route. In terms of infrastructure and connectivity, Mountain View Drive is lacking in basic facilities such as piped stormwater and sidewalks.

## Municipal Plan

Under the Municipal Plan's Schedule A: City Structure, the subject property lies within the Forrest Hills / Lakeside Suburban Intensification Area, which follows Mountain View Drive to Lynn Avenue and comprises a significant portion of undeveloped land in the Primary Development Area targeted for development.

The proposal to amend the Municipal Plan's Schedule B: Future Land Use Map would redesignate the property from *Low Density Residential* to *Low to Medium Density Residential*. This amendment is generally consistent with the policies and directions of the Municipal Plan to focus density within key growth areas in the City's Primary Development Area.

### Building Height

Policy LU-58 of the Municipal Plan limits buildings within the *Low Density Residential* designation to a height not exceeding four storeys, unless permitted in a Neighbourhood Plan or Structure Plan. To ensure compatibility, building height of the proposal will be limited to the six storeys described in the Conceptual Layout and Site Context plans. The Site Context plan demonstrates how the profile of the multiple unit dwelling relates to the nearest homes off Garnett Road.

### Increasing the density per hectare

The *Low to Medium Density Residential* designation aims to achieve a residential density of between 35-90 units per net hectare in the area as a whole. The change in designation should have no effect on density to the subject property as a Section 59 condition is being proposed to limit the maximum number of units to 167. This level of density is recommended as it strikes a balance between consistency with the adjacent neighbourhood and with previous servicing/traffic studies, while providing flexibility for the applicant.

Policy LU-4 of the Municipal Plan outlines the following criteria for Council to consider changing the designation of lands on the Future Land Use map (Schedule B) through a Municipal Plan Amendment:

Criteria	Staff Comment
a. Is consistent with the general intent of the Municipal Plan and further advances the City Structure;	The proposal is consistent with the goals of the Municipal Plan and advances the City Structure in terms of degree of change and density. The property lies within a suburban intensification area, which sets considerable growth goals described below.
b. Is necessary by virtue of a lack of supply of quality land already designated in the Municipal Plan to accommodate the development;	The Municipal Plan targets 40% of new growth and development to be accommodated within suburban intensification areas. Much of the growth to date has been in Stable Residential Areas and not Suburban Intensification Areas, making this a key area for development in view of Municipal Plan policy.
c. Enhances the community and the quality of life offered to residents of the City;	The proposal makes use of vacant land and an unoccupied street. In addition to deterring unwanted activities and putting more "eyes on the street," the proposal will offer an

	increased number of housing options in the area. The site plan and landscaping plan indicate how the property will be beautified. These enhancements are expected to provide benefits to the wider neighbourhood.
d. Efficiently uses available infrastructure;	The proposal lies within the Primary Development Area and can make ready use of existing infrastructure both in terms of the by-product of a previously unfinished development and existing neighbourhood and regional amenities such as transit.
e. Does not negatively impact the use and enjoyment of adjacent lands and neighbourhoods;	It is anticipated that the development will have no negative impact on adjacent lands. There is a significant buffer of forested Land for Public Purposes between the subject property and properties to the south.
f. Is an appropriate use within the land use designation being sought for the property, and the proposal is consistent with the specific policies regulating development in the designation; and	The proposal is suited for the Low to Medium Density Residential designation, which permits a range of low to higher density housing types as per Policy LU-51.
g. Adequately addresses and mitigates any significant environmental impacts.	There are no mapped watercourses or wetlands within the subject property or its vicinity.

## Rezoning

Policy LU-51 of the Municipal Plan enables higher density buildings in the *Low to Medium Density Residential designation* through a rezoning process. In reviewing this policy, staff found the proposal to be in compliance with the relevant policy criteria:

Criteria	Staff Comment
a. Subject lands are adjacent to or in close proximity to collector or arterial streets and transit routes;	The subject property is within close proximity of Mountain View Drive a collector street and is located on a transit route.
b. Subject lands are located at the periphery of low density residential neighbourhoods;	The property is located on the periphery of largely undeveloped lands and an existing low density residential neighbourhood.
c. Subject lands are appropriately designed for the area in which it is located and is encouraged in suitable sites for infill development;	The property is well suited for infill developed, with site preparation already undertaken and City investment already made, as per a prior proposal.
d. Subject lands are compatible with surrounding land uses;	Adequate measures have been taken to ensure appropriate distance from existing development and buffering is in place.
e. Sufficient on-site parking and green space is provided;	In accordance with the Conceptual Layout and Landscaping Plans, there is ample on-site parking and green space to be provided;
f. Site design features that address such matters as safe access, buffering and landscaping, site grading and stormwater management are incorporated; and	Site design features will be completed in the detailed design. The attached conceptual designs upon review do not raise any concerns. All street and stormwater systems will be required to meet municipal standard.



g. An exterior building design of high quality is provided that is consistent with the Urban Design Principles of the Municipal Plan.	The proposed development achieves all of the Municipal Plans general objectives around Urban Design by providing significant park and amenity space for future residents around the site. The proposal clusters the townhouse units together and locates the multiple dwelling in a manner that buffers the impact of the taller building from the proposed townhouse units and adjacent neighbourhood. In addition, building entrances generally face the street and the proposed architectural design is of a high quality and creates a unified design approach to the community and is of a mid-rise, human scale in terms of massing.
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### Integrated Development (ID) Zone

The Integrated Development (ID) zone has been sought to provide additional flexibility and to be developed in a manner that is integrated in terms of landscaping, setbacks, and amenity requirements. A staff review was conducted of the Conceptual Layout and found that the proposal is well aligned with the standards within the High-Rise Residential (RH) and Low-Rise Residential (RL) zones, with is sufficient shared amenity space concentrated in the rear yards of the properties.

As part of Section 59 conditions, it is recommended that the current uses in the High-Rise Residential (RH) zone be permitted within the Integrated Development (ID) zone, along with “Part 9 – Uses Permitted In All Zones,” so to provide for minor changes of use without triggering a rezoning or Section 59 amendment process.

### **Traffic Circulation and Connectivity**

In 2008, a traffic impact study was conducted by ADI Limited to determine existing problems as well as analyze a future development scenario for a 190 unit proposal on the subject property. As part of the findings of the report, the City paid for and installed traffic signals and a traffic island at the corner of Mountain View Drive and McAllister Drive. Given the fewer number of units contemplated under this proposal, no traffic circulation issues are anticipated as a result.

In terms of connectivity, staff propose that the development provide a controlled access from the southeast portion of the site to Myles Drive for emergency vehicles and municipal operations only. Council’s policy under the Municipal Plan encourages overall improvement of connectivity of transportation systems.

Policy TM-8 states that Council shall “Endeavour to connect existing dead-end streets with new and existing streets to improve the overall connectivity of the transportation system.” The Subdivision By-law Part 14(2) states that “Streets (both private and public) within a proposed Subdivision must connect to all Abutting Future Streets of any adjoining Subdivision.”

In 2008, Council imposed a Section 39 condition that all access be oriented towards Mountain View Drive, as a result of concerns raised from area ratepayers’ associations (further detailed in Appendix A).

While connectivity of subdivisions are desirable for enhancing access and optimizing operations, it is recognized that given the private nature of the development it would be inappropriate to require a vehicular connection.

The emergency access has been reviewed by the Saint John Fire Department and the preference is that two access routes be provided (Myles Drive and Mountain View Drive) for fire apparatus staging purposes. The access would allow for utilization of a fire hydrant off Myles Drive. This access is being proposed on the basis of addressing residents' concerns for vehicular circulation and providing for multiple approaches for emergency access vehicles for the purposes of enhancing public safety.

The emergency access would be of benefit to the neighbourhood but is not a requirement. As such, staff propose the connection be implemented by a Section 59 condition imposed by Council with the rezoning of the land.

## **Variances**

### Subdivision By-law

Under the Community Planning Act, it is the jurisdiction of the Planning Advisory Committee to consider authorizing access other than a public street. As the development is serviced entirely by private streets, this authorization is required. In addition to this, the following variances from private street parameters set out in the Subdivision By-law are required. With these variances, the proposal is still able to meet the intent of the Subdivision By-law.

Section 14(8) of the Subdivision By-law limits the use of Private Streets to the following criteria:

1. The development is located in the Primary Development Area;
2. The proposed development consists of cluster townhouse dwellings; and
3. The proposed dwellings are serviced by Municipal Water, Sanitary Sewer and Storm Sewer.

### Access to Multiple Unit Dwelling

The site is located in the Primary Development Area; however, the proposed private streets serve a multiple unit building in addition to the townhouse dwellings. The intent of this requirement was to specifically permit private streets for forms of residential development which provide a higher density form of development and an ownership structure such as a condominium association, which would fund and maintain the ongoing operation and maintenance of the private streets. In this case, the intent of the by-law is met through the provision of a higher density housing form in an urban area of the city. This is also justification for approval of the lot(s), block(s) or parcel(s) of land which do not abut a Public Street in accordance with Subsection 15(2) of the Subdivision By-law.

### Private Stormwater System

Subsection 14(8)(b)(i) of the Subdivision By-law allows for Private Streets to be developed where Municipal Water, Municipal Sanitary Sewer and Municipal Storm Sewer is provided. This is also a requirement through subsection 22(1)(h) of the by-law requiring the provision of Municipal Storm Sewer infrastructure by the Developer.

Servicing for the proposed development includes Municipal Water and Municipal Sanitary Sewer that would be located within easements in the private streets with stormwater management being provided via a private system. The provision of the private system requires a variance from the requirements of subsections 14(8)(b)(i) and 22(1)(h) of the Subdivision By-law. Staff recommend approval of the variance as the design of storm water management within the proposed development, including the internal collection system, will be subject to the review and approval of the City's Chief City Engineer or Designate.

While staff recommend the Committee approve these variances, the variances would only come into effect following approval of the rezoning by Common Council. Given this staff recommends a condition making the variances conditional on the approval of the development by Common Council through the provision of Third Reading.

### **Design of Private Streets**

Private streets are required to be designed to the city's General Specifications which provide for sidewalks, concrete curbing and roadway surfaces having asphalt paving to ensure emergency and vehicular traffic can be accommodated. The private street network may be owned and maintained by a private entity but would be suitable for fire, emergency and municipal maintenance vehicles. In addition to the preliminary design details provided in the Conceptual Layout, the applicant has indicated design details of "Lamezia Lane" and "Via Calabria Street" (See Applicant Submission 7). Phase One of the proposal will consist of the full build out of the extension of "via Calabria Street" to provide for access to the six storey multiple dwelling. The remaining private street network will follow with the construction of a subsequent phase.

### **Area Improvements**

As part of the application, the developer has requested a number of improvements to be made by the City that would contribute to the greater neighbourhood. These include the following:

- Signage and landscaping of intersection of Mountain View Drive/McAllister Drive to identify the Forest Hills community;
- Sidewalks and burial of power lines on Mountain View Drive on northern boundary of developer's property beginning at Sonya Court;
- Garbage collection
- Drainage Issues near Myles Drive/Westbrook Avenue

These requests are actively being considered by the City outside of this application process, with certain items understood to be more immediate than others. Mountain View Drive is currently lacking any curbing/stormwater infrastructure, which greatly increases the cost of sidewalks. Generally, dwelling units over four units would be privately serviced for garbage collection.

### **Servicing and Local Government Service Easements**

A preliminary review of servicing has not yielded any concerns with respect to water/sewer capacity. It is recommended that Council assent to all necessary Local Government Service Easements as shown generally on the Conceptual Layout. These easements, to be finalized

through the submission of a tentative subdivision plan, would cover the private street network and provide access to municipally-owned infrastructure.

## **Conclusion**

The proposal adds density to one the City's suburban intensification area. It represents an efficient use of land and existing infrastructure and supports the smart growth policies in the Municipal Plan. The proposal is anticipated to have a positive effect on the neighbourhood by making use of vacant land. The proposal would add new residential density and a variety of housing forms in an intensification area which is in close proximity to transit, employment, and the McAllister Regional Retail Centre. On the basis of the proposal's conformity with Municipal Plan policy and provisions set out in other City By-laws, staff recommend approval of the proposal.

## **ALTERNATIVES AND OTHER CONSIDERATIONS**

### **Alternatives**

No alternatives proposed.

## **ENGAGEMENT**

### **Proponent**

The applicant hosted a public meeting on February 19<sup>th</sup>, 2019 at Threshold Ministries on Mountain View Drive to solicit feedback from residents in the area. The conceptual site plan was shared with members of the public and opportunities to discuss issues such as storm drainage/landscaping, traffic, and site servicing/land use were provided. 20 residents signed in to the meeting. Feedback from residents was solicited via comment cards, of which 14 were filled out. Residents were in approval of the development; however, noted concern for any connection to Myles Drive and opposed the idea of a dog park being included in the concept as a possible use of adjacent LPP. The dog park concept has since been retracted by the developer as a possibility. The emergency access connection to Myles Drive, which was suggested initially by the City for investigation, would be subject to a condition imposed by Council.

### **Plan Amendment 30 day Period**

Following public presentation of the Municipal Plan Amendment, as required by the *Community Planning Act*, there was a 30 day period open to receive any objections. Seven letters from residents were received. While objections do not pertain directly to the Plan Amendment, they

offer insight into neighbours' concerns for the overall development. These objections have been summarized in a table below with staff's response.

Opposition	Staff Response
Any connection from the development to Myles Drive – 6	See Page 8.
A dog park and any removal of greenspace at LPP that would increase sound pollution - 2	The developer has since retracted the dog park concept for LPP following a neighbourhood meeting. Should any dog park be proposed in the future it would have to be vetted through the city, as the parcel is city-owned.

Concerns	Staff Response
Potential flooding and inability of stormwater system to meet weather events as a result of development - 3	Development will be required to deal with all stormwater on-site as per Drainage By-law.
Light pollution from parking lot	Development will be required to meet the requirements of the Zoning By-law regarding light trespass
Garbage removal does not result in unsightly piles	This topic is currently under discussion with Transportation and Environment Services.
Berms should remain in place on the rear yards of the homes between Westbrook Ave and Mountain View Drive	Section 59 conditions will remain in place for the properties at 9 and 12 Westbrook Avenue related to the landscaping and screening. (These PIDs are not subject to this application).

## 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 March 15, 2019. The public hearing for the rezoning was advertised in the Public Notices section of the City website on March 18, 2019.

## SIGNATURES AND CONTACT

### Prepared:



Andrew Reid , MCIP, RPP  
Planner

### Reviewed:

### Approved:



Kenneth Melanson, BA, RPP, MCIP  
Manager, Community Planning



Jacqueline Hamilton, MURP, MCIP, RPP  
Commissioner

**Contact:** Andrew Reid  
**Phone:** (506) 658-4447  
**E-mail:** andy.reid@saintjohn.ca  
**Project:** 19-11, 19-12, 19, 13

## **APPENDIX**

Map 1: **Site Location**

Map 2: **Municipal Plan**

Map 3: **Zoning**

Map 4: **Aerial Photography**

Map 5: **Site Photography**

Applicant Submission 1: **Conceptual Layout Plan**

Applicant Submission 2: **Context Plan**

Applicant Submission 3: **Landscaping Plan (East)**

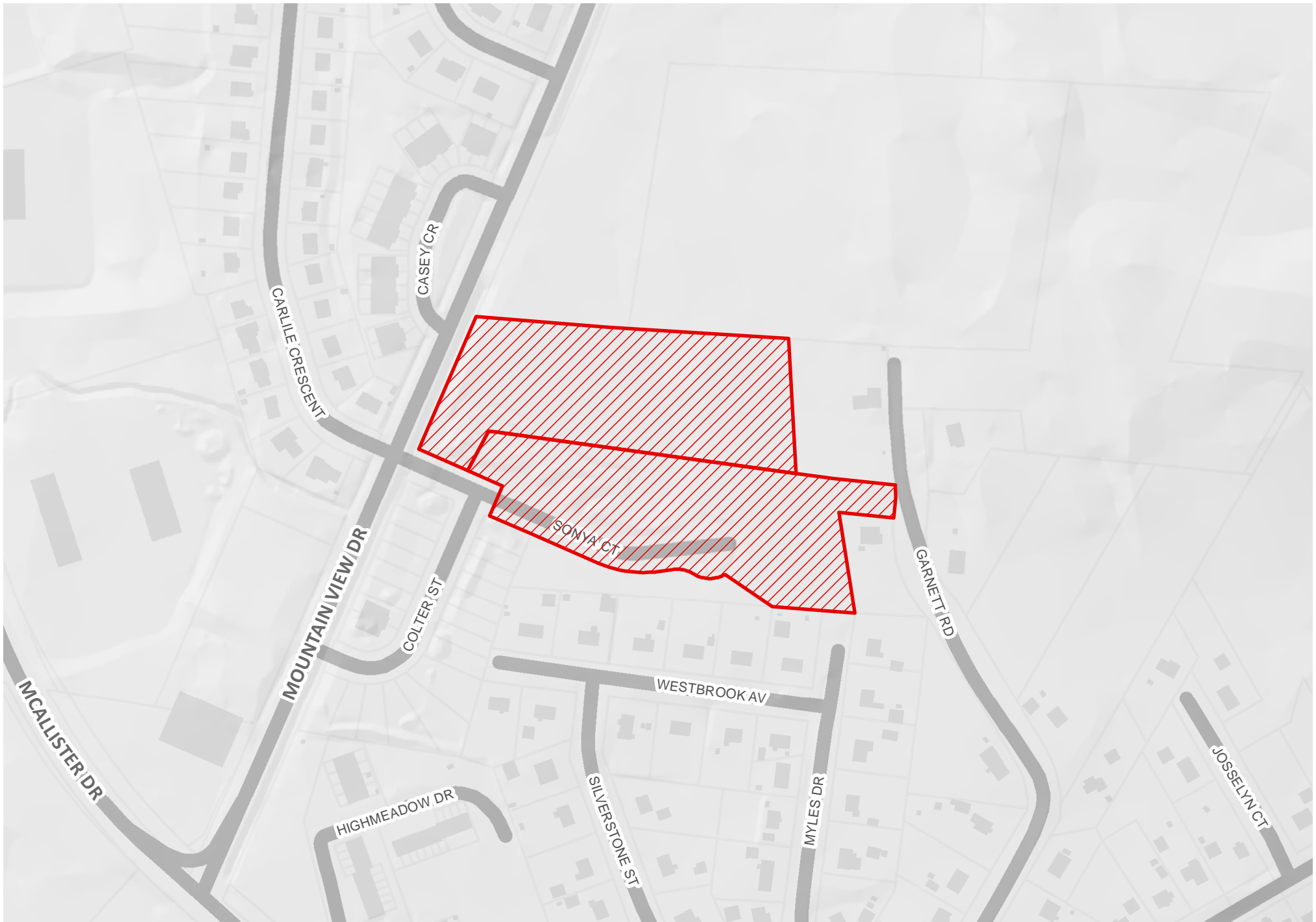
Applicant Submission 4: **Landscaping Plan (West)**

Applicant Submission 5: **Building Renderings**

Applicant Submission 6: **Letter of Intent**

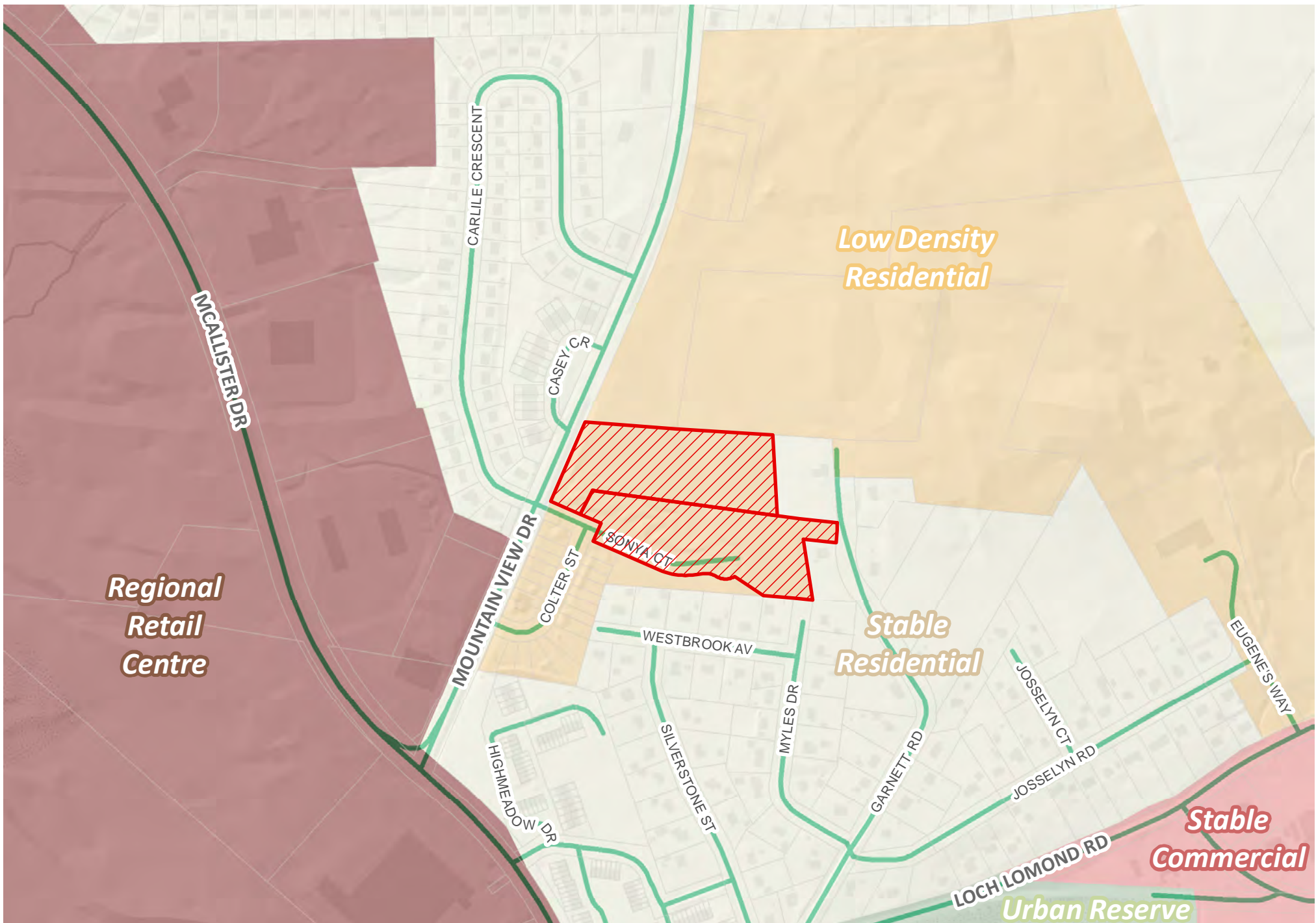
Appendix A: Decision History

Appendix B: Letters Received During Public Presentation Period



**Map 1 - Site Location**  
Hughes Surveys - 40 Mountain View Drive





## Map 2 - Future Land Use

Hughes Surveys - 40 Mountain View Drive

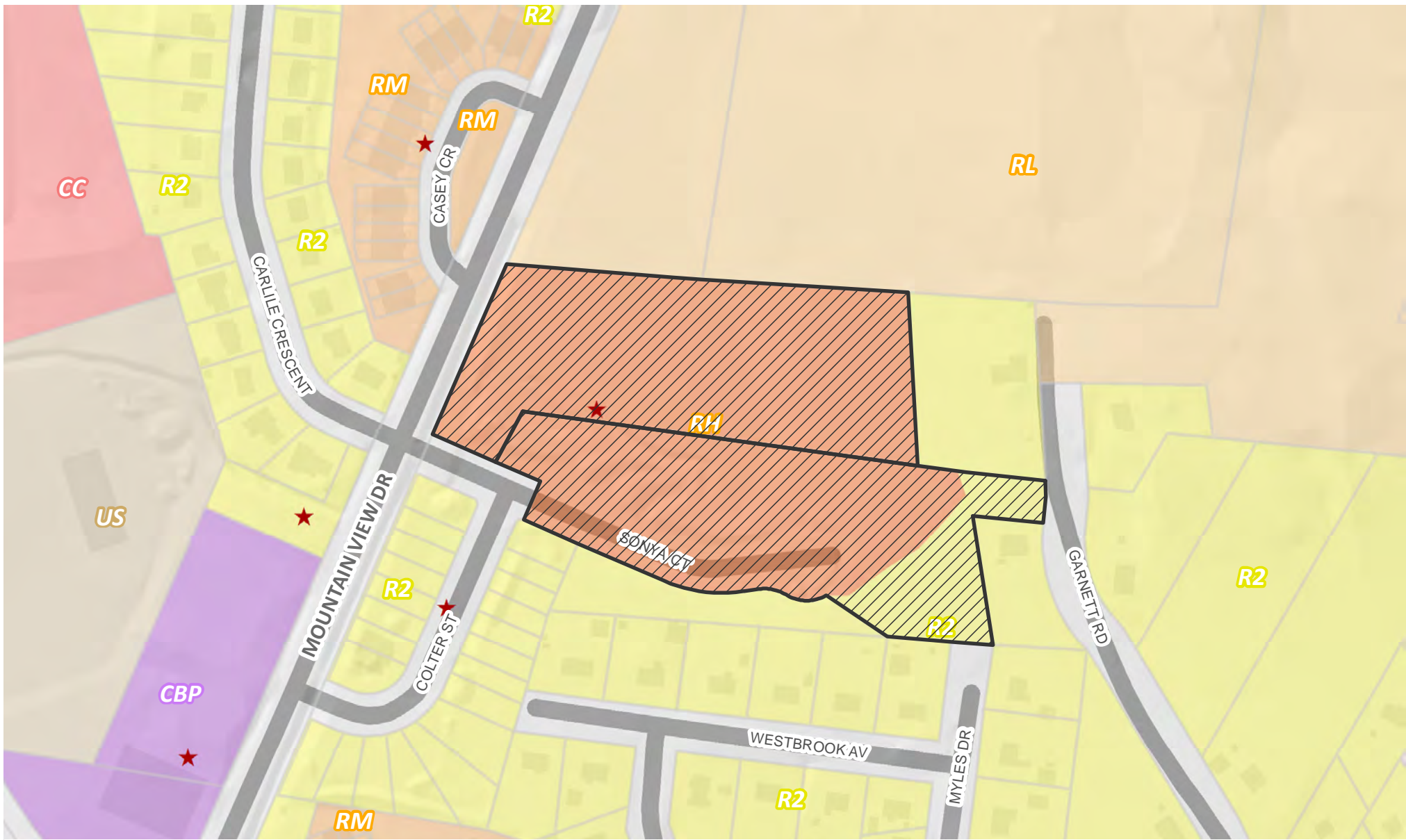
175

The City of Saint John  
Date: January-22-19

0 100 m







- (CBP) Business Park Commercial
- (CC) Corridor Commercial
- (R2) Two-Unit Residential
- (RH) High-Rise Residential
- (RL) Low-Rise Residential
- (RM) Mid-Rise Residential
- (US) Utility Service

★ Section 39 Conditions

# Map 3 - Zoning

## Hughes Surveys - 40 Mountain View Drive







# Map 4 - Aerial Photography

Hughes Surveys - 40 Mountain View Drive







Facing subject property from Sonya Crt and Mountain View Dr



Facing subject property from South East



Existing storm pond on adjacent LPP lands



Existing cul-de-sac on Sonya Court



Existing infrastructure north side of Sonya Court



Mountain View Dr (north)



Mountain View Dr (south)



Myles Drive terminus



Myles Drive terminus



Public hydrant Myles Drive





THIS IS TO INTRODUCE AN APPROXIMATELY 148 UNIT RESIDENTIAL DEVELOPMENT BY 048367 NB LTD..

CALABRIA TOWNHOMES AND APARTMENTS WILL CONSIST OF A NUMBER OF HOUSING STYLES AND TYPES. CONCEPTUAL PLANS FOR SOME OF THE UNITS ARE ENCLOSED.

THE BUILDING TYPES ARE:

TYPE A - (1) 8-UNIT APARTMENT BUILDING

TYPE B - (3) 4-UNIT TWO LEVEL TOWNHOMES 20'X41'

TYPE C - (4) 4-UNIT TWO LEVEL TOWNHOMES WITH ROOFTOP PATIO 20'X37'

TYPE D - (3) 4-UNIT ONE LEVEL TOWNHOMES 30'X54'

TYPE E - SIX STOREY APARTMENT COMPLEX WITH APPROXIMATELY 78 UNITS

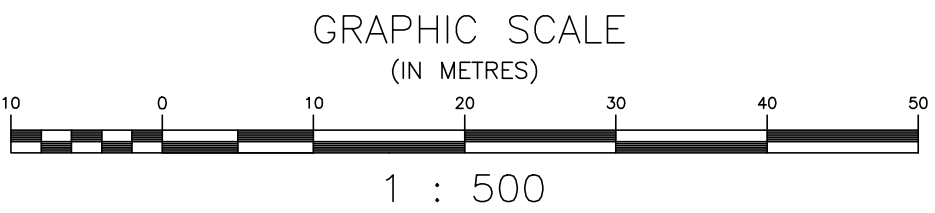
THE DEVELOPMENT WILL BE PHASED WITH PHASE 1 CONSISTING OF THE SIX STOREY APARTMENT BUILDING.

THE EIGHT UNIT APARTMENT BUILDING AND TOWNHOMES WILL BE PART OF THE FUTURE PHASE(S).

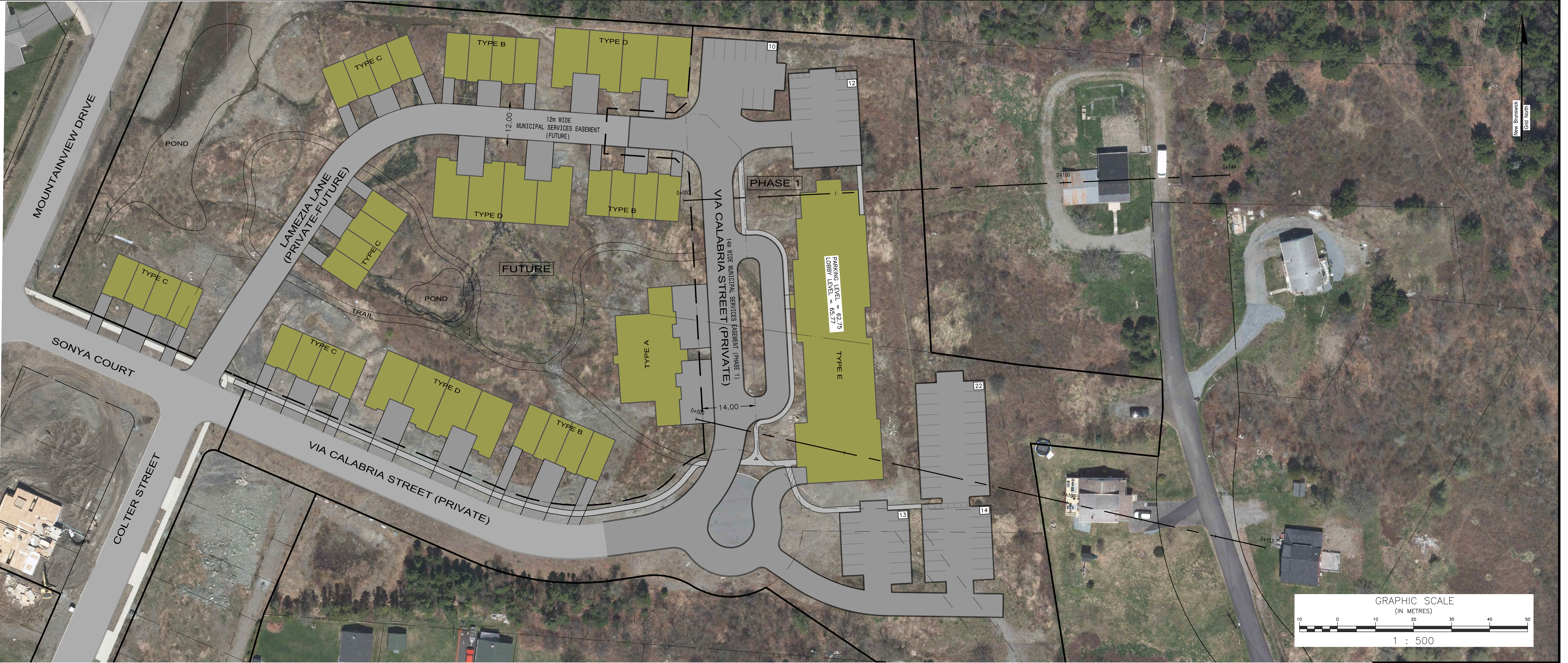
CONCEPTUAL LAYOUT

Calabria-Townhome  
&  
Apartment Development

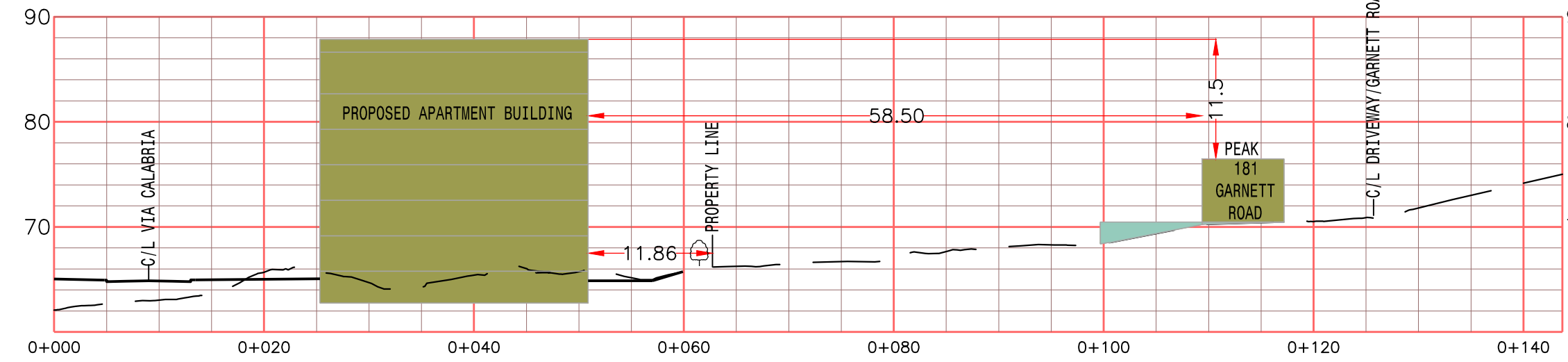
27-FEBRUARY-2019  
Sheet 1 of 3



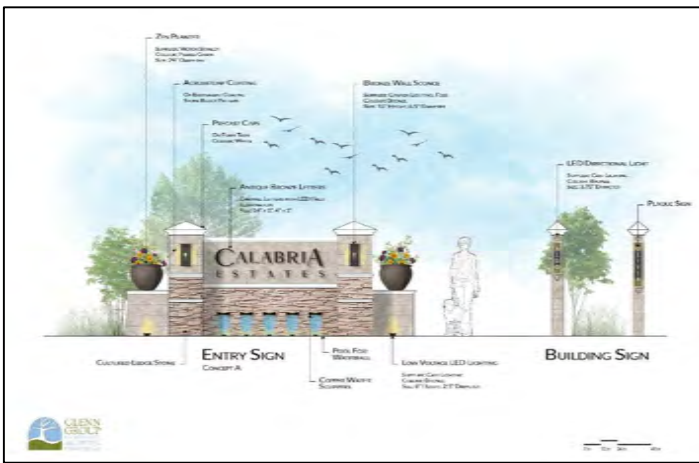
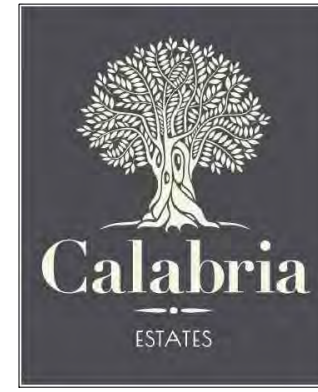
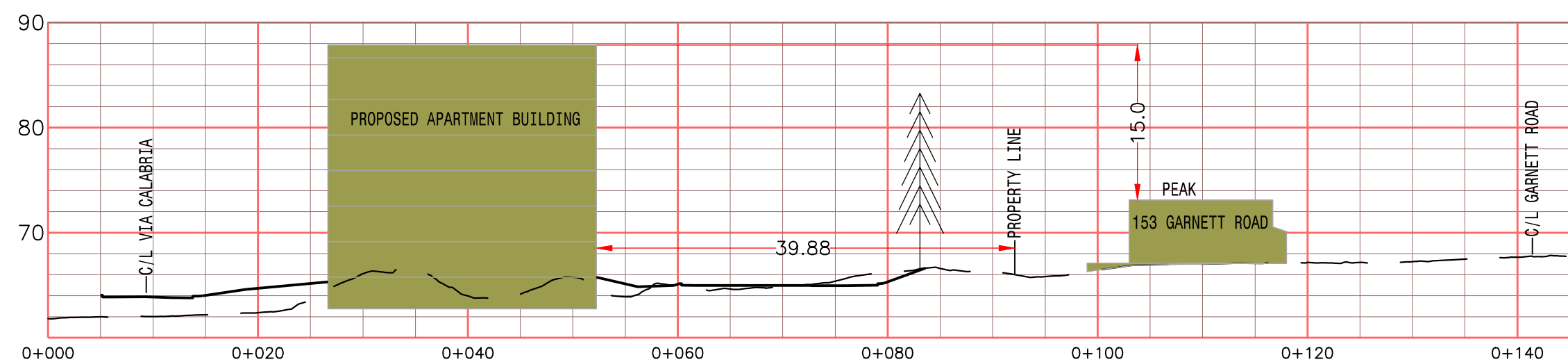




℄ Profile 181 GARNETT



℄ Profile 153 GARNETT

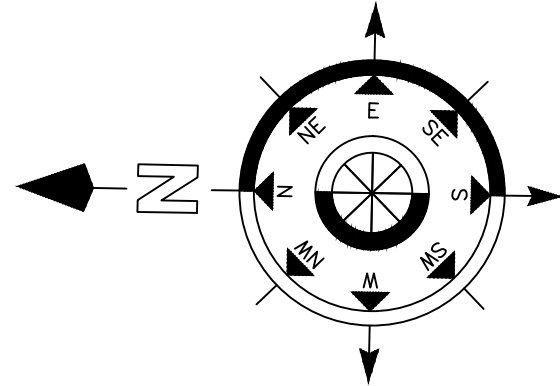


CONTEXT PLAN  
Apartment Development  
&  
Garnett Road

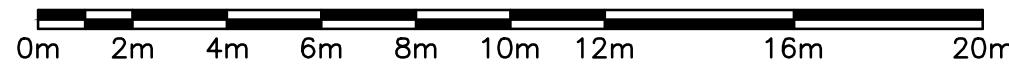
27-FEBRUARY-2019  
Sheet 2 of 3



Applicant Submission 3 - Landscaping Plan (East)



SCALE : 1:250



PRELIMINARY SAMPLE OF PROPOSED PLANTS

Trees and Shrubs		CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	REMARKS
		T86	4	Acer girmala 'Flame'	Flame Amur Maple	100 mm	pot
		T177	15	Acer pseudoplatanus	Planetree Maple	50 mm	wb
		T195	24	Acer rubrum 'Autumn Flame'	Autumn Flame Red Maple	50 mm	wb
		T215	1	Acer saccharinum	Silver Maple	50 mm	wb
		T229	1	Acer saccharum 'Green Mountain'	Green Mountain Sugar Maple	50 mm	wb
		T374	54	Amelanchier x grandiflora 'Autumn Brilliance'	Autumn Brilliance Serviceberry	2.5 m	pot
		T481	128	Berberis thunbergii 'Aurea Nana'	Dwarf Golden Barberry	30 cm	pot
		T487	95	Berberis thunbergii 'Royal Burgundy'	Royal Burgundy Barberry		
		T560	18	Betula papyrifera	Paper Birch	200 cm	wb
		T645	28	Buxus microphylla koreana 'Green Gem'	Green Gem Boxwood	30 cm	pot
		T1329	11	Clethra alnifolia 'Hummingbird'	Hummingbird Summersweet	50 cm	pot
		T1333	66	Clethra alnifolia 'Ruby Spice'	Ruby Spice Summersweet	50 cm	pot
		T1536	33	Cornus sericea 'Flaviramea'	Yellowtwig Dogwood	50 cm	pot
		T1359	9	Cornus alba 'Bud's Yellow'	Bud's Yellow Dogwood	50 cm	pot
		T2019	37	Daphne x burkwoodii	Burkwood Daphne	30 cm	pot
		T2416	4	Euonymus alatus 'Compactus'	Dwarf Burning Bush	50 cm	pot
		T3140	25	Hydrangea macrophylla 'Endless Summer'	Endless Summer Hydrangea	50 cm	pot
		T3174	4	Hydrangea paniculata	Lace Hydrangea	50 cm	pot
		T3338	52	Ilex verticillata 'Berry Poppins'	Berry Poppins Winterberry	40 cm	pot
		T3339	8	Ilex verticillata 'Mr. Poppins'	Mr Poppins Winterberry	40 cm	pot
		T4437	3	Magnolia stellata 'Centennial'	Centennial Magnolia	125 cm	pot
		T4598	2	Malus floribunda 'Makamiki'	Mamamiki Crabapple	45 mm	wb
		T4600	1	Malus floribunda 'Profusion'	Profusion Crabapple	45 mm	wb
		T4716	41	Microbiota decussata	Russian Cypress	20 cm	pot
		T5153	9	Picea glauca	White Spruce	150 cm	wb
		T5085	17	Physocarpus opulifolius 'Summer Wine'	Summer Wine Ninebark	50 cm	pot
		T5489	6	Pinus strobus	White Pine	150 cm	pot
		T6331	18	Rhododendron 'Purple Gem'	Purple Gem Rhododendron	30 cm	pot
		T6789	3	Robinia pseudoacacia 'Frisia'	Golden Locust	45 mm	wb
		T7511	1	Salix matsudana 'Tortuosa'	Tortuosa Cork Screw Willow	45 mm	wb
		T7976	4	Spiraea nipponica 'Snowmound'	Snowmound Spiraea	30 cm	pot
		T8044	33	Stephanandra incisa 'Crispa'	Cutleaf Stephanandra	30 cm	pot
		T8032	18	Spiraea x vanhouttei	Bridal Wreath Spiraea	50 cm	pot
		T8153	6	Syringia meyeri 'Palibin'	Palibin Dwarf Lilac	120 cm	pot
		T8289	14	Syringia vulgaris 'Klager's Dark'	Klager's Dark Lilac	100 cm	pot
		T8389	28	Taxus cuspidata 'Capitata'	Clipped Pyramidal Japanese Yew	100 cm	pot
		T9024	2	Weigela florida 'Variegata'	Variegated Weigela	50 cm	pot
<b>Perennials</b>							
		P790	31	Calamagrostis x acutiflora 'Avalanche'	Avalanche Calamagrostis	1litre	pot
		P1970	52	Hemerocallis hybrid 'Purple Sage'	Purple Sage Daylily	1 gal	pot
		P1955	314	Hemerocallis hybrid 'Atlas'	Atlas Daylily	1 gal	pot
		P1956	26	Hemerocallis hybrid 'Chicago Fire'	Chicago Fire Daylily	1 gal	pot
		P2015	102	Hemerocallis x hybrida 'Purple d'Oro'	Purple d'Oro Daylily	1 gal	pot
		P2202	32	Hemerocallis x hybrida 'Apple Tart'	Apple Tart Daylily	1 gal	pot
		P2355	14	Hosta 'August Moon'	August Moon Hosta	1 gal	pot
		P2394	92	Hosta 'Gold Edger'	Gold Edger Hosta	1 gal	pot

## REVISIONS

No.	DESCRIPTION	DATE
1	ISSUED FOR REVIEW	01.03.2019

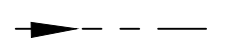
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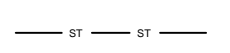
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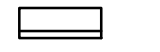
ROCK SWALE



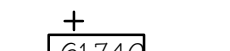
SWALE CENTRE LINE



PROPOSED STORM LINE



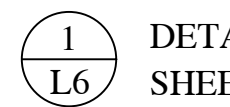
NEW BENCH

PROPOSED SPOT ELEVATION  
.....

## PROPOSED CONTOUR

EXISTING CONTOUR

## DETAIL REFERENCE NODE



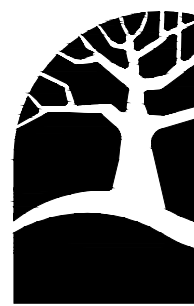
DETAIL NUMBER

SHEET NUMBER

## NOTES

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2. FIELD SURVEY COMPLETED ON JAN. 29, 2002 BY HUGHES SURVEYS.
3. ALL COMPUTATIONS PERFORMED AND COORDINATES SHOWN ON THIS PLAN ARE BASED ON NEW BRUNSWICK STEREOGRAPHIC DOUBLE PROJECTION AND THE NAD 83 DATUM. ELEVATIONS UTILIZED BY SERVICE NEW BRUNSWICK ADJUSTED COORDINATE SURVEY MONUMENTS.
4. CONTOURS ARE GEODETIC DATUM IN METRES AND COLLECTED FROM LIPAR DATA PROVIDED BY GEONBCA.
5. LOCATION AND SIZE OF UNDERGROUND SERVICES WERE DERIVED FROM VARIOUS SOURCES AND ARE APPROXIMATE ONLY. ACTUAL LOCATION SHOULD BE VERIFIED PRIOR TO ANY CONSTRUCTION ACTIVITY.
6. REPRESENT DISCONTINUITIES TO LANDSCAPE ARCHITECT.
7. ALL DIMENSIONS, MEASURED FACE TO FACE.
8. RESTORE ALL DISTURBED AREAS TO ORIGINAL CONDITIONS OR BETTER.

STAMP



**GLENN  
GROUP** LTD  
**LANDSCAPE  
ARCHITECTS &  
PARK PLANNERS**  
PH: (506)455-2473  
FAX: (506)459-2685

PROJECT TITLE
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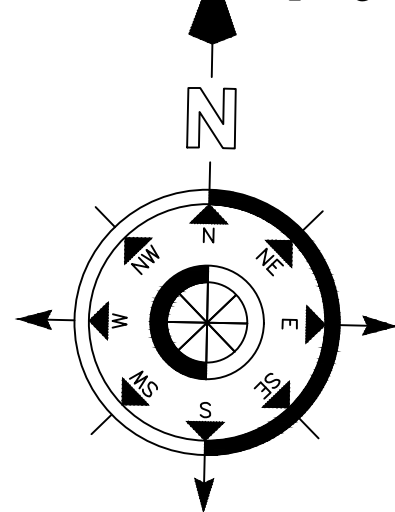
CALABRIA ESTATES  
SAINT JOHN , NB

DRAWING NAME
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## LANDSCAPE PLAN

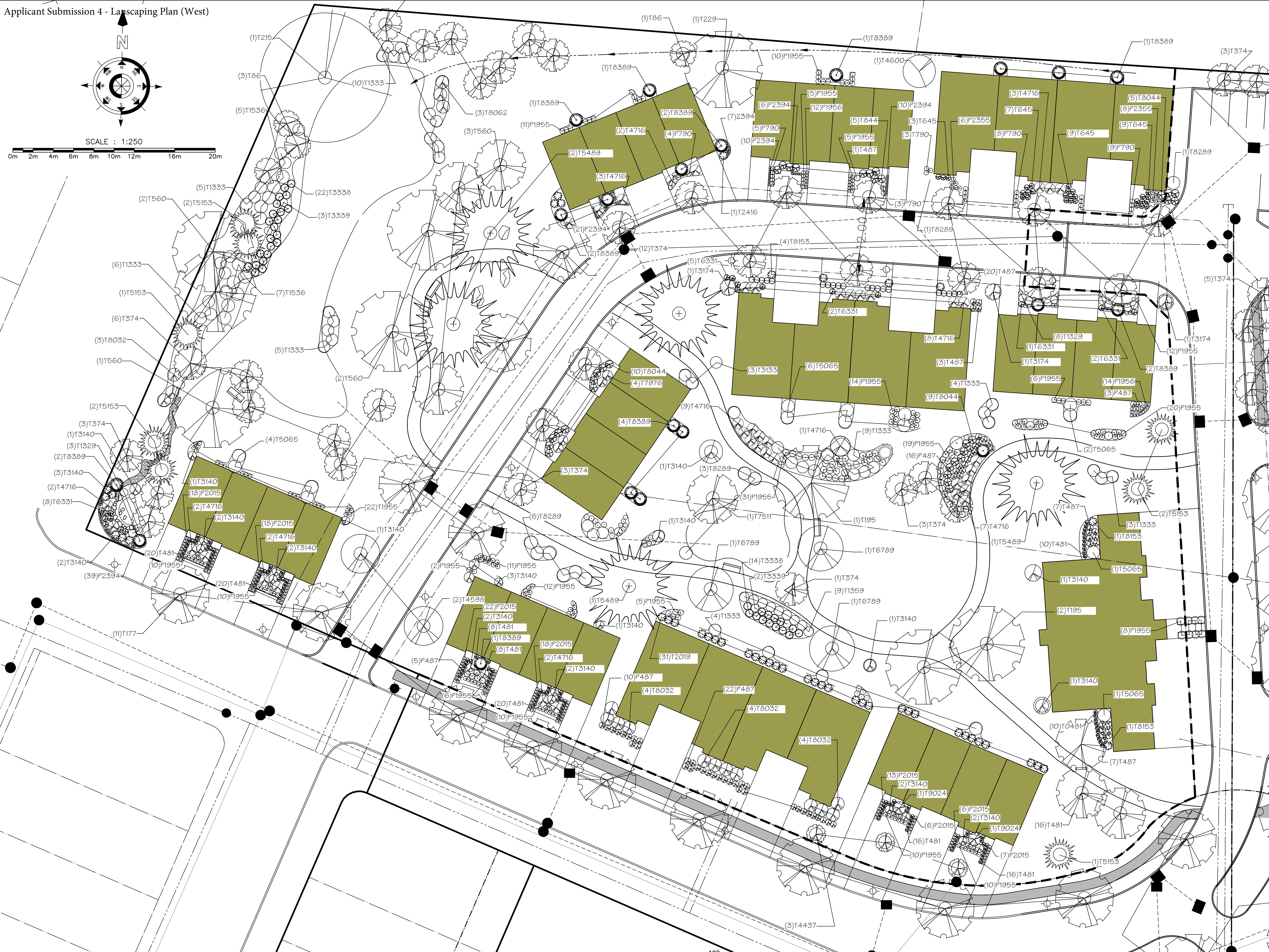
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SCALE: <b>1:250</b>	DATE: <b>01.03.2019</b>
SHEET NUMBER <b>L4</b>	





SCALE : 1:250

0m 2m 4m 6m 8m 10m 12m 16m 20m



REVISIONS

No.	DESCRIPTION	DATE
1	ISSUED FOR REVIEW	01.03.2019

KEY MAP



LEGEND

	ROCK SWALE
	SWALE CENTRE LINE
	PROPOSED STORM LINE
	NEW BENCH
	PROPOSED SPOT ELEVATION
	PROPOSED CONTOUR
	EXISTING CONTOUR

DETAIL REFERENCE NODE

DETAIL NUMBER	SHEET NUMBER
1	L6

NOTES

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4. CONTOURS ARE GEODETIC DATUM IN METRES AND COLLECTED FROM LIDAR DATA PROVIDED BY GEONB.CA
5. LOCATION AND SIZE OF UNDERGROUND SERVICES WERE DERIVED FROM VARIOUS SOURCES AND ARE APPROXIMATE ONLY. ACTUAL LOCATION SHOULD BE VERIFIED PRIOR TO ANY CONSTRUCTION ACTIVITY.
6. REPORT ANY DISCREPANCIES TO LANDSCAPE ARCHITECT.
7. ALL DIMENSIONS, MEASURED FACE TO FACE.
8. RESTORE ALL DISTURBED AREAS TO ORIGINAL CONDITIONS OR BETTER.

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PROJECT TITLE

CALABRIA ESTATES  
SAINT JOHN , NB

DRAWING NAME

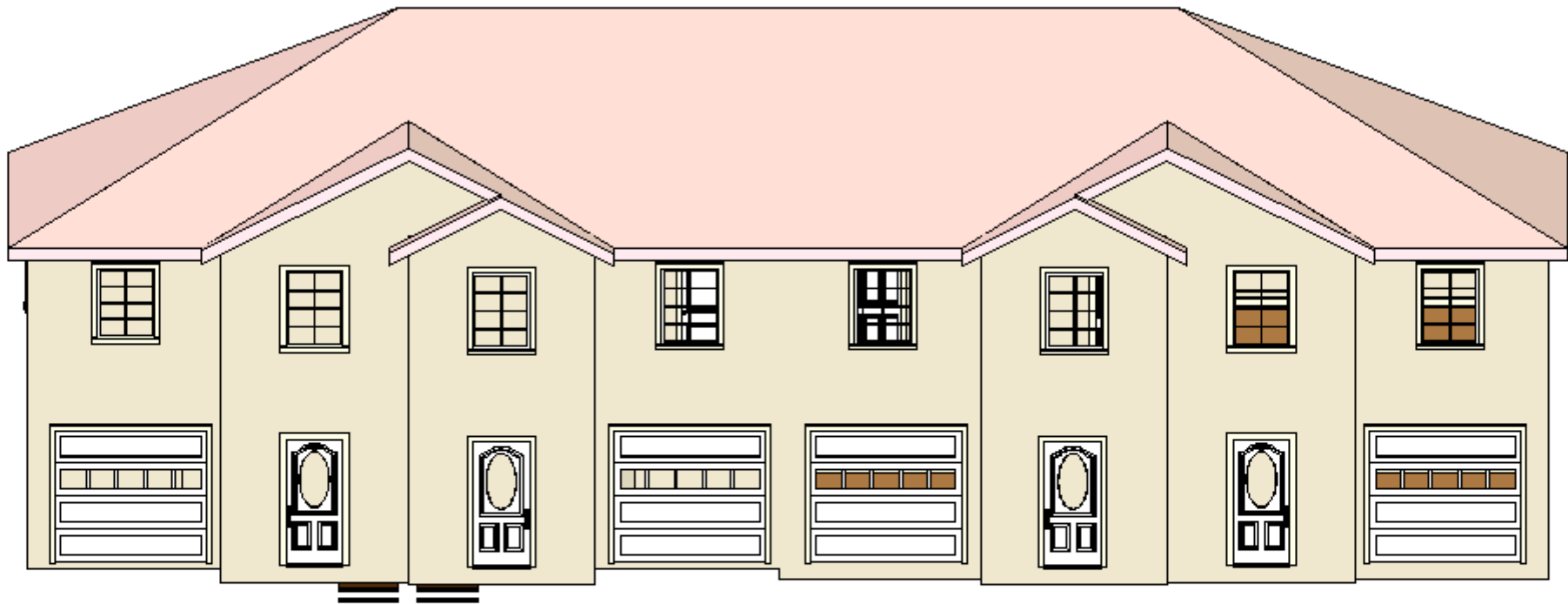
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SHEET NUMBER L3	

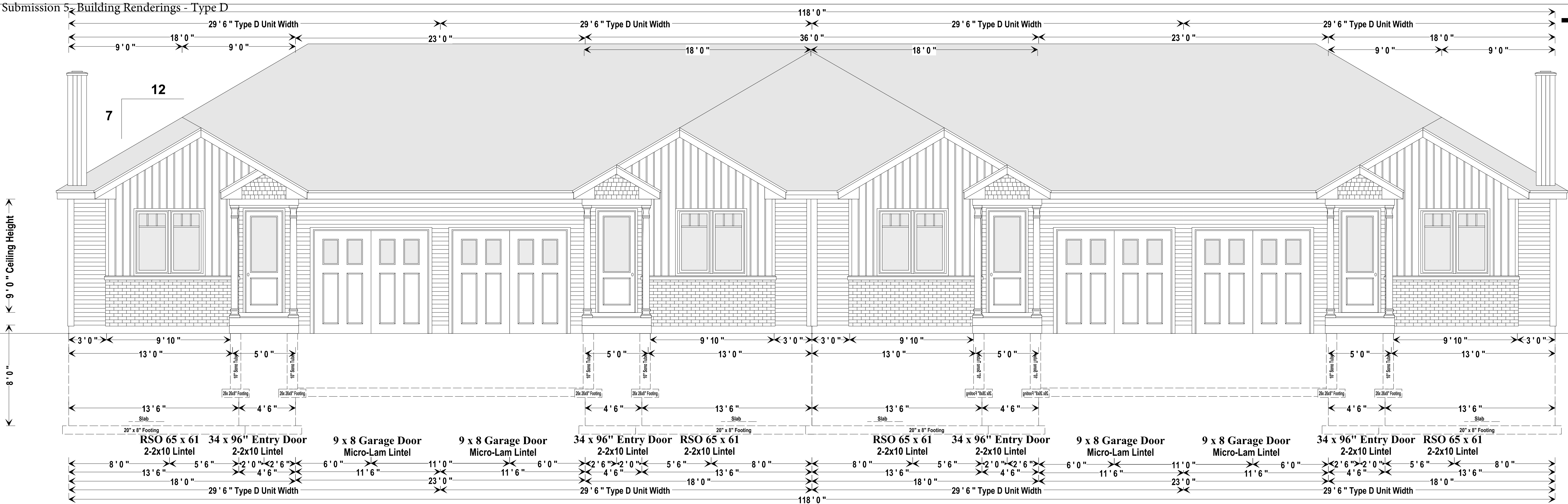












Type D  
Front

Of: 6

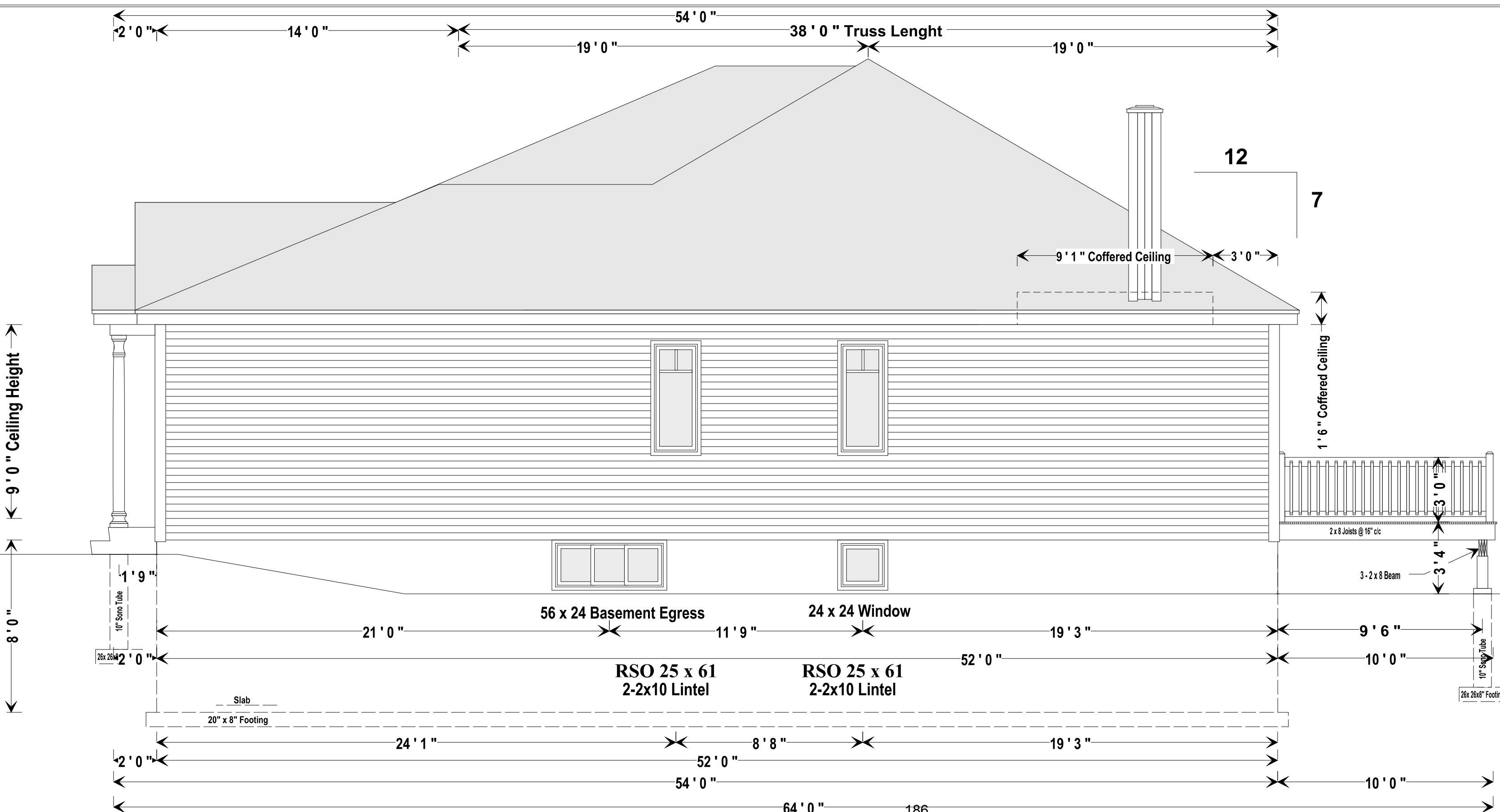
Page: 1

Date: Nov. 26, 2018

Drawing: Front & Side 1

For Date: Calabria Estates - Homes "TYPE - D"

Scale: 1/4" = 1' - 0"



Side 1

Living Area = 1,087 ft<sup>2</sup>  
Garage Area = 272 ft<sup>2</sup>

All dimensions and quantities as well as building code and structural compliance must be verified before construction.



CALABRIA PLACE

FRONT ELEVATION

ROBERT L. BOYCE, ARCHITECT







## **Calabria Estates Proposal**

**By 048367 N. B. Ltd.**

This is to introduce *Calabria Estates* (pronounced Ca.leb.ria), named after the Calabria Region in Italy, which will soon become one of Saint John's premier developments. It will see PID 00313429 and 00426452 developed following a strict development concept in accordance with a proposal committed to by the developer. The landscaping concept provided commits to a strong focus on landscaping for this premier development that goes well beyond City bylaw requirements.

External control of the development concepts will be through the acceptance of the project under an Integrated Development (ID) zoning designation. Many of the developments concepts are explained below.

### **STREET AND SERVICING STANDARDS**

#### Via Calabria Street (Sonya Extension)

This section, from the existing public portion of Sonya Court to the cul-de-sac, is proposed to be built to match the existing developed portion of Sonya Court. The cross section will match that shown in S045-300 of the City of Saint John General Specifications and will have full curb, grassed median and sidewalk.

#### Lamezia Lane (North – South Section)

The section of Lamezia Lane extending northward from the cul-de-sac is proposed to have an 8m wide driving surface. It will be curbed and will have a median and sidewalk on the eastern side of the street. Pavement structure, curb and sidewalks are to be to City standards for local streets.

#### Lamezia Lane (East - West Section)

This section of Lamezia Lane is proposed to have an 8m wide driving surface. It will be curbed but there will be no sidewalk. With the amount of driveways and the presence of the interior walkways, sidewalks are not seen as necessary. Pavement structure and curbing are to be to City standards for local streets.

#### Pedestrian and Emergency Access to Myles Drive

This is proposed to be 6m wide and will be curbed from the cul-de-sac up to the end of the parking lots. Beyond that no curbing is proposed. There will be a gate just past the end of the curbing and entrance to the last parking lot.

## **STORM WATER MANAGEMENT PLAN**

The SWMP assumes that approximately 90% of the site storm water will be detained in a pond at the bottom of the slope fronting Mountain View. The remaining 10% of the site is located above the cul-de-sac on Sonya. This upper area consists mostly of surface parking. The surface parking will be engineered to detain storm water within the three terraced parking lots and storm pipes. If additional parking is required a portion or all of the area designated as “Future Parking Area” will be engineered and constructed to detain storm water.

The intention is to have the pond as an attractive landscape feature. The pond depth will be limited to 0.6m except in central areas where pools will be located to facilitate a floating fountain which serves to aerate the pond to minimize algae growth. A small detention pond is also planned for the landscaped courtyard area to detain a small amount of water and serve primarily as a landscape focal point. An overflow pipe will direct water to the lower larger detention pond. All storm water on Lamezia will be diverted through storm structures to the lower detention pond. A decorative recirculating waterfall/pond feature is planned as part of the entry sign experience.

The slopes and depth of water are such that a barrier fence is unwarranted.

## **ENTRANCE GATES**

Gates at the west end of Lamenzia Lane will be controlled by an onsite manager that the City can call to gain access or the gates can be open on scheduled maintenance days. The gateway is a design element to enhance the main entrance and provide a sense of place. Unobstructed access to the townhouse area will be open to traffic from the opposite end of Lamenzia Lane at its intersection with Via Calabria Street. .

## **FUTURE PARKING**

The concept plan shows an area designated as “Future parking if required”. Until the project is underway and the market is identified it is difficult to establish what the parking demand will be. The developer requires the flexibility to add future parking if the project demands it.

## **LANDSCAPING**

The landscaping concept provided commits to a strong focus on landscaping for the proposed premier development that goes well beyond City bylaw requirements. The preliminary planting list shown on the submitted Landscaping Plans for **Calabria Estates** is intended to be an example of the quality and atmosphere the developer envisages and is committed to.

PREPARED BY  
HUGHES SURVEYS &  
CONSULTANTS INC.

## AREA IMPROVEMENTS

The developer has raised a number of concerns that they respectfully request the City to consider participating in making some of site improvements to enhance the neighbourhood. They relate to improvements that will enhance the intensification area in general and support the developer's project. Since the Forest Hills area is a designated intensification area these improvements and the proponents project will be a catalyst for future development of other lands in the area.

Timeframes have been assigned based on the developers projected construction schedule so the City can consider it in their capital budgets for future years. This is proposed so City staff can review the request and formulate a resolution in their recommendations to Council.

Item	Proposed Improvement	Responsible Party	Suggested Timeframe	Note
1	Dog Park on Land for Public Purposes for neighbourhood usage.	City to build based on agreed to plans and development would be responsible for on-going maintenance.	Fall 2020	
2	Signage and landscaping of intersection of Mountain View Drive and McAllister Drive to identify the Forest Hills community and reflect its sense of quality.	City	Summer 2019 when Colter Street model homes are ready.	Building permits have been applied for.
3	Sidewalks and burial of power lines on Mountain View Dr along northern boundary of our property starting at Sonya Ct.	City	Fall 2020	
4	City to pick up the garbage for the townhouses area only as has been the practice for other similar planned community developments in the City of Saint John.	City	At completion of each four unit townhouse block.	Apartments buildings are not included in this request.



## TIMING OF SITE PREPARATION

To ensure a timely construction of the main apartment building the developer will work with City staff to determine when pre-approval site preparation can commence under the present approvals that exist for the site. Subsurface conditions are shale rock in some areas where excavation will be up to 2 metres deep. The optimum time to do the rock excavation is now since winter weather conditions do not hinder progress.

The merits to allowing pre-approval site preparation are as follows:

- The developer will be able to plan a construction schedule that will avoid harsh weather conditions at critical stages later in the project (ex: being closed in prior to next fall/winter) ;
- The most disruptive work, site rock excavation, can take place during the time of year when most neighbours are less likely to be engaged in outside activities.
- This will optimize the timing to bring the main structure to market and allow it to be included in the assessment role at the soonest time possible;
- It will be putting civil contractors to work during a time when many of their staff are off work due to seasonal conditions;
- Transporting of material to be removed from the site can take place prior to weight restrictions being imposed.

If excavation in accordance with City bylaws under the present approval can be expedited the developer is prepared to take out a building permit for excavation only for a four storey apartment building. The building will have the same footprint as is set out in the present application.

The developer recognizes there is a chance that the present proposal may not get approved but the advantage of having site work started now can work for either scenario, under the present approvals or the new proposal if approved. From the developers standpoint the advantages out-weigh the risk.

We look forward to working with staff to advance the timely dispatch and success of the project.

Respectfully submitted

**HUGHES SURVEYS & CONSULTANTS INC.**



Richard Turner

## Appendix A - Decision History

On April 23, 2012, it was resolved that as recommended by the Committee of the Whole, having met on April 23, 2012, the City Solicitor be directed to prepare an appropriate agreement between the City and North Star Holdings Ltd. to articulate the responsibility of both parties with respect to the construction of municipal infrastructure related to the development of 40 Mountain View Drive comprising 5.6 hectares and that the Mayor and Common Clerk be authorized to execute said agreement reflective of the following terms and conditions:

- The City is to upfront all costs directly related to the sanitary lift station servicing the 26.1 hectare site, as identified in the City Manager's report to Committee of the Whole (Closed Session) dated June 17th, 2011.
- North Star Holdings Ltd. is to assume all responsibility for the costs associated with storm water management infrastructure for the Project, as identified in City Manager's report to Committee of the Whole (Closed Session) dated June 17th, 2011.
- Provided that it is determined that the City has authority to impose and does, in fact, impose a levy to recover the costs incurred by the City with respect to the design and construction of the Sanitary Lift Station, such levy shall be calculated in accordance with the following formula: Total cost divided by area of drainage basin equals levy per gross hectare developed.
- Notwithstanding the City's previous program of development financial incentives or any future development financial assistance programs, the parties agree that:
  - The City will pay a materials rebate to North Star Holdings Ltd. as per the practice in place on June 21, 2010 under the Subdivision By-law, as it then existed, for all eligible costs associated with the Project.
  - Residential Infrastructure Assistance ("RIA") costs will be paid by the City to North Star Holdings Ltd. in accordance with the practice in place on June 21, 2010 to a maximum of/not to exceed \$50,000.
  - The City will forgive North Star Holdings Ltd. of paying any levy, if collected in the future, for the Project.
  - In return, North Star Holdings Ltd. will surrender any and all rights to any additional assistance from the City under any existing or future development financial assistance programs for the Project.
- Provided that it is determined that the City has authority to impose and does, in fact, impose a levy to recover the costs incurred by the City with respect to the design and construction of the Sanitary Lift Station, North Star Holdings Ltd. shall be obligated to pay such levy in respect of lands falling outside the bounds of the Project.
- North Star Holdings Ltd. will coordinate and execute all of the work required for the design and construction of the Sanitary Lift Station and the City will not assume ownership of the Sanitary Lift Station until the work is completed in a manner satisfactory to the Chief City Engineer or his designate.

On January 18, 2010, it was resolved that Common Council amend the Section 39 conditions imposed on the September 15, 2008 rezoning of the property located at 40 Mountain View Drive, also identified as PID numbers 00313429 and 00426452, to read as follows:

The development and use of the parcel of land rezoned to "RM -2" High Rise Multiple Residential, located on the north side of proposed Cooper Court (to be renamed), with an area of approximately 2.4 hectares, being proposed Lot 08-1, also identified as being

portions of PID numbers 313429 and 426452, is subject to the following terms and conditions:

- The use of Lot 08-1 is limited to a maximum of four separate buildings containing a total maximum of 167 dwelling units and maximum height of four storeys, together with associated amenity areas and parking facilities;
- The developer must design and implement a detailed site drainage plan/brief, subject to the approval of the Chief City Engineer or his designate, indicating the manner in which storm water collection and disposal will be handled;
- The developer must complete an engineering water and sewer analysis in order to determine the impact this development will have on the existing water and sewer infrastructure and also to ensure that this proposal does not exceed current capacity of existing systems;
- The developer must provide a traffic study demonstrating that the existing street network can accommodate the volume of traffic anticipated as a result of the development, or appropriate infrastructure improvements be implemented at the expense of the developer to the satisfaction of the Chief City Engineer or his designate;
- The developer must pave all parking areas, loading areas, manoeuvring areas and driveways with asphalt and enclose them with cast-in-place concrete curbs to protect the landscaped areas and to facilitate proper drainage;
- The developer must provide all utilities underground on the site;
- The developer must landscape all disturbed areas of the site not occupied by buildings, driveways, walkways and parking areas;
- The site shall not be developed except in accordance with a detailed site plan, landscaping plan and building elevation plans, prepared by the developer and subject to the approval of the Development Officer, indicating the location of all buildings, parking areas, driveways, loading areas, signs, exterior lighting, exterior building materials and finishes, landscaped areas and other site features;
- The approved plans mentioned in conditions (b) and (h) must be attached to the application for building permit for the development, except that such plans are not required for permit applications for site preparation;
- All site improvements (excluding landscaping), street work and extensions of municipal services and utilities must be completed prior to the occupation of any building on the site; and the landscaping must be completed within one year of building permit approval;
- All vehicular access to Lot 08-01 shall be oriented exclusively toward Mountain View Drive and not toward Garnett Road

On September 15, 2008, Common Council gave Third Reading to the rezoning with additional Section 39 conditions that were formulated to address concerns expressed by the ratepayers associations.

On July 29, 2008 the Planning Advisory Committee considered an application to undertake a residential subdivision development consisting of two-family dwellings and multiple-unit condominium apartment buildings at 40 Mountain View Drive. This proposal required a rezoning from "RS -2" One and Two Family Suburban Residential to "RM -2" High Rise Multiple Residential and "R-2" One and Two Family Residential as well as approval of a dwelling group as a conditional use, subdivision and variances to increase the maximum permitted number of driveways onto the proposed Colter Street.

Staff recommended approval of the proposed development with a number of conditions. The Planning Advisory Committee recommended approval of the rezoning with the conditions recommended by staff, but also included recommendations that all vehicular access to proposed Lot 08-1 be oriented exclusively toward Mountain View Drive rather than Garnett Road and that Third Reading be withheld until such time as a traffic study was completed. Due to concerns regarding the proposed streets and connection of the development to Westbrook Avenue and Garnett Road, the Committee recommended that Council not approve the proposed Forest Hills Estates Subdivision, Phase 4 Subdivision Plan.

At the Public Hearing of August 5, 2008 Common Council tabled the proposed rezoning until August 18, 2008 so that staff could arrange a meeting between the applicant, North Star Holdings Ltd. represented by Bob Darling, and the two ratepayer's associations in the surrounding area. Staff facilitated a meeting with the ratepayer's associations and the developer on August 12, 2008 and a draft consensus emerged at the conclusion of the meeting. After meeting with their membership on August 14, 2008, the ratepayer's associations provided the Commissioner of Planning and Development with written acknowledgement of their agreement with the following consensus position:

*A revised development proposal will be provided showing the following:*

- *No change to any of the zoning lines.*
- *No connection from the proposed Colter Street to Garnett Road.*
- *No connection from Westbrook Avenue to Mountain View Drive.*
- *No connection from Myles Drive to Colter Street.*
- *In place of the extension of Westbrook Avenue, a new street will extend from Colter Street south and then west to Mountain View Drive. The land fronting on this street will be rezoned to R2 with this proposal by the parties acknowledge the developer's intent to seek rezoning of this property to accommodate future townhouse development.*
- *Colter Street will extend east from Mountain View Drive and terminate in a cul de sac east of the proposed development.*
- *All other elements of the proposal are to be carried forward from the proposal originally submitted for rezoning including the specific construction proposed.*

*The developer will provide the following buffering and landscaping:*

- *Appropriate landscaping and/or wood fencing will be provided adjacent to lots 6 and 9 Westbrook Avenue (civic nos. 9 and 12). If fencing is provided, it will be located on the Westbrook Avenue properties and those property owners will be responsible for all maintenance and future capital costs.*
- *The southern boundary of the subject property from Mountain View Drive to the southwestern corner of the property at 9 Westbrook Avenue (abutting the northern boundary of Scottish Enterprises Limited and Loch Lomond Holdings Limited) will be landscaped with an earthen berm and landscaping on top of the berm.*
- *All landscaping and buffering plans shall be subject to the approval of the Development Officer of the City of Saint John.*

*The parties acknowledge that the City of Saint John has not formally reviewed this revised proposal and it has not been referred to other agencies for comment. City staff will provide a professional recommendation to Council on the revised proposal after concluding this review which may or may not support the revised application.*

City of Saint John

15 Market Square

Saint John NB

Attention: Jonathan Taylor Common Clerk

RE: Proposed Development at 40 Mountainview Drive

To Whom It May Concern:

Please carefully look at this development and do not approve anything which would endanger the homes and quality of life in my neighborhood. I am against the current proposed development because of several problems. If some changes are made and solutions are found I could support the plan.

A great majority of the residents of the James Myles subdivision are strongly opposed to the opening of Myles Drive to the proposed development. A gated entrance for emergency use is not wanted. Who would be responsible for clearing snow and road upkeep on such a right of way? Would this gate make noise? Opening our small neighborhood to the possibility of a big influx in traffic would be dangerous considering the large number of pedestrian traffic we get from Simonds High School. We do not have sidewalks. A thumbs up to open Myles Drive should mean an extensive upgrade to our neighbourhood for sidewalks and signage to make the streets safe.

Pull out a map. If you lived in Forest Hills or along Mountainview Drive which way would you walk to get to the businesses in the Hickey Road area. Which route would you drive? Please keep Myles drive closed.

A map showing the land elevations clearly shows the property behind Westbrook Avenue is on higher ground. Curbing around the parking areas would cause the water flowing down from the forested hills to be diverted into the James Myles Subdivision and cause flooding to our homes. We have ditches and culverts on Myles Drive and most other streets in the neighborhood. We do not have fancy new modern concrete sidewalks like they have in Champlain Heights and Forest Hills, but we pay the same tax rate. In the past powerful rainstorms have caused the closure of McAllister Drive. Removal of the forested area, the free flow of water from flat parking grounds and runoff from the downspouts of the large buildings would contribute to flooding. We have just experienced extreme winter weather of heavy rain and extreme freezing. With climate change this type of weather could become the norm. How will a frozen holding pond help or protect us from a sudden spring thaw accompanied by rainfall. A frozen pond will not thaw quick enough. What recourse do we have if we start getting water diverted to our properties?

The two large parking areas would require snowplowing. Where would the snow be piled? Would care be taken to open the storm drains in winter and fall? Large snow mountains would compound any flooding problems.

The water comes from the forested hills and floods the valley, including the Glen and the primary shopping mall district of the city. This extra run off will just add to the existing problems. Currently a

review is underway to address the flooding problems in the nearby **Golden Grove holding pond** and Glen Falls area. Should city planners and engineers first find a solution to this problem before proceeding with a project that could very well add to the flooding? Where is the water going to go? Please know the answer before approval. This new development and holding pond are uphill from the flood plain.

How many lights would be installed in the parking lots and on the apartment buildings? Where would they be placed? These should be directed away from our homes. Protection from light pollution should be considered. Flood lights are ugly and harmful to our health.

This subdivision has enjoyed a suburban life with a bit of a rural setting except for the noise of the nearby Irving Oil Refinery. We frequently see deer and other wildlife in the neighborhood. Many people enjoy extensive gardening and bird watching. This influx of traffic both vehicle and pedestrian would be a big adjustment.

Gobsmacked! A dog park is not something any sane person would want bordering on their property. A dog park would cause a daily nuisance of noise and agitate (cause barking) the dogs already living in our subdivision. This dog park would be on city property so anyone can come over park on the streets and take their dog inside the park. How could it be exclusive to folks living within the proposed development? It is public property. The proposed dog park borders every property along the north side of Westbrook Avenue. I think it is silly to think a dog park belongs in the middle of a residential area. The city recently closed several playgrounds for children, including one in nearby Champlain Heights. How can you justify spending tax dollars on recreation for dogs? Dog parks are trendy, but society has done fine without them for centuries. We already have dog parks at Rockwood Park and at the nearby Little River Reservoir (well within walking distance). A dog park simply does not belong in a residential area. The public greenspace should remain a greenspace with trees/shrubs. The trees would act as a sound barrier to help absorb and protect us from noise pollution, both from residential and industrial fall out including the City Works Department on McAllister Drive.

Another concern I have is garbage removal from this proposed development. Highmeadow Park and other townhouse developments in the city are on private property and do not receive the same door to door pick up service by the sanitation department. If your street is private property you pay for trash removal, but the city will pick up at certain private developments like Tartan Street and Highmeadow Park if the garbage is piled in designated areas. One designated area for Highmeadow residents to pile their garbage is located along Silverstone Street and it is a huge eyesore and the garbage blows throughout our neighbourhood. People entering our subdivision via Silverstone Street are getting a very bad first impression of the neighbourhood. Who will be responsible for garbage removal from this big influx of residents? Will the streets be private or public? Community garbage piles save the city from providing door to door pick up, but it is very ugly, and it attracts wildlife. Garbage piles allow residents to abuse the system because you cannot police who is improperly throwing garbage into the pile.

Please evaluate my concerns of safety, flooding, light pollution, garbage pollution, sound pollution and carefully decide what can be done. Keep the greenspace.

Please come visit this site and get a true vision of it's potential.

Thank you for your consideration of this matter,

*Sharon Fournier*  
*Larry Fournier*

Sharon & Lawrence Fournier

2 Westbrook Avenue

Saint John NB

E2J 3B2

[sharonfournier@hotmail.com](mailto:sharonfournier@hotmail.com)

506 696-3753

***Feb,15,2019***

***City of Saint John***

***15 Market Square***

***Saint John, N. B.***

***Attn. Jonathan Taylor-Common Clerk***

***This letter is to inform you of my objection to certain proposals to be implemented on property at 40 Mountain View Drive. This land has changed ownership from Bob Darling to John Rocca. The new owners have submitted designs and plans for new builds. The plans for these buildings themselves are NOT the issue. One issue is ....The connection to Myles Drive and possibly a connection to Garnett Road (if needed in the future)!!***

***The discussion of amending previous decisions***



**by a former common council should not be entertained. We, the home owners of Silverstone, Westbrook, Myles and Garnett RD., have fought long and hard with said council and we WON the arbitration thus keeping any link to Myles Drive and Garnett Road from happening and thus maintaining the lifestyle we have come to enjoy.**

**This proposed link, of a Pedestrian Walkway and Emergency Vehicle Roadway, is simply 'A FOOT IN THE DOOR'. We all know that down the road this connection will be made a permanent connection thus opening our subdivision up to a huge volume of traffic. (high rise of 75 units plus multiple townhouse units).**

**Our subdivision has always had a high number of walkers , both elderly and young enjoying a stroll on our roads. These roads have NO CURBS OR SIDEWALKS thus exposing any walkers to danger should such a volume of traffic be funneled onto our roads.**

**I must state the I am not against the building of this developement. It is important for Saint John to have growth thus employment but not at our**

**expense!!!**

**Respectfully,**

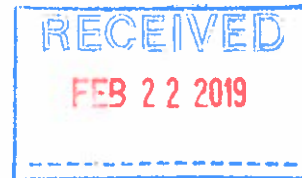


**Doug Maclean**

**6 Myles Drive**

**Saint John, N. B.**

**506-696-3548**



12 Westbrook Avenue  
Saint John, NB  
E2J3B2  
February 20, 2019

City of Saint John Common Council  
Market Square  
Saint John, NB

Att: Common Clerk

**RE: PROPOSED MUNICIPAL PLAN AMENDMENT – 40 MOUNTAIN VIEW DRIVE**

As part of the Calabria Estates Proposal by 048367 N.B. Ltd. under the section of Area Improvements, they are asking the City to build a Dog Park on the Land for Public Purposes.

This parcel of land borders the rear of most of the existing residential lots on Westbrook Avenue. The City owned land currently has a small storm water retention pond on it's western end and the rest is the original treed area which acts as a buffer to the proposed development. This parcel of land is an irregular shaped lot and has an average width of only 50 feet  $\pm$ .

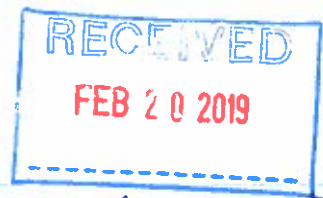
Dog Parks are normally part of larger recreational areas (ie. SJ Dog Park – Hawthorne Ave. Ext., Chown Field-Paul Harris Street, Little River Reservoir Park, and other options are Rockwood Park and Irving Nature Park.) These Dog Parks are not directly adjacent to residential lots where a group of dogs playing and barking could disrupt neighbouring residents.

We do not feel a Dog Park is an appropriate use for this parcel of land and we would appreciate your consideration of the above concerns.

Sincerely,

Two handwritten signatures in black ink. The first signature is "John D. McAulay" and the second is "Deborah McAulay".

John & Deborah McAulay



To Jonathan Taylor,  
To the Council in care of the Undersigned.

This is my written objection to the  
proposed municipal Plan Amendment  
RE: 40 Mountain View Drive.

I am Brenda Partridge, and I live  
at 6 Silverstone Street. I want to  
keep our roads closed in the sub  
division.

I agree with everything Darlene  
Hersey (8 Silverstone St) has said, about  
keeping our roads closed. I do not  
want a huge influx in traffic and  
theft in our area. She also mentioned  
getting ATVs racing up and down the  
street, which I have seen and heard.

Thank you.

Brenda Partridge



January 28, 2019

City of Saint John  
15 Market Square  
Saint John, N.B.

Attn: Jonathan Taylor - Common Clerk

I am aware there is a request for a municipal plan amendment for land at 40 Mountain View Drive. Many years ago, our sub division was in a huge dispute with the previous owner because he wanted the roads opened in our sub division. Our sub division includes Westbrook Ave., Silverstone St., Myles Drive and Garnett Rd.

There was total disregard for our quality of living so it became necessary for us to form an association which is quite large and to defend our right to maintain our quality of living as taxpayers of the City of Saint John. After many months of council meetings and a meeting with the then owner and our association, it was agreed upon that our roads would remain closed and the property on Mountain View would be a stand alone sub division with access from Mountain View onto Colter St. As well, berms were to be built or left at the end of Westbrook Ave. and the Highmeadow Park area and at the end of Myles Drive. The previous owner did not live up to any of this and we have seen an increase in foot traffic, theft and property damage in our sub division because there is now clear foot access from our sub division to this noted property. As well, we also now have atvs racing up and down the roads due to the open access.

There are no sidewalks in our sub division, it is widely used by people who walk with their pets, their children and we often see kids out playing. The current infrastructure would not support an increase in traffic and will require the city to do upgrades. We all know there is no money for this.

I am not opposed to growth but the growth has to be proper. If you check, at one time Century 21 tried to build on this land and could not because of the amount of water that flows there. It was felt the land would not support that heavy a build. It is important the water table be considered because any change in the land could result in flooding for the residents who live on Westbrook Ave. and whose properties border this Mountain View property.

I am looking at the site map and it looks like a roadway to Garnett Rd is in picture, which means that road is looking like it may be opened to thru traffic. As a taxpayer who will be affected by this build, I am unable to support it without a guarantee of the following:

Roadways in our sub division are to remain closed as was agreed upon previously by the city of Saint John, with no direct access to this proposed sub division from Silverstone St., Westbrook Ave., Myles Drive or Garnett Road. There is no need for Myles drive to be opened to foot traffic or emergency vehicles. Access for emergency vehicles is quicker via McAllister Drive and Mountain View. Foot traffic should also be directed to Mountain View and McAllister Drive. There should be no need to this access via access to any of our streets in our sub division.

A study be done on the water that flows behind the homes on Westbrook Ave that border the Mountain View property to ensure that a build does not redirect and start flooding these homes. It appears contractor wants underground parking for a multi unit building. How many units and as previously stated, Century 21 could not build there due to the water and the land not supporting the build.

The tree line behind the homes on Westbrook Ave that border this Mountain View property remains and all berms that were agreed to previously be put in place.

This proposed build at Mountain View be a stand alone sub division independent of any access to our sub division. Entry and exit should be from Mountain View onto Colter St. as was previously agreed upon.

As well, because of an increase of water use from this build, we need to ensure that a study is done that it will not affect water pressure in our sub division.

Again, I am not opposed to growth and for the most part, I think the concept is a good fit. The only concerns will be those noted above and without a guarantee these agreements remain in place that we had, it will be hard for me to support this build. As a taxpayer, I too have a right to live peacefully in my home which has been owned by my family and now me, since 1976 and not have my quality of living changed because a contractor wants to build.

Trusting you understand.

Respectfully,

  
Darlene T. Hersey  
8 Silverstone St.

Saint John, N.B.  
506-639-5051

February 20, 2019

City of Saint John  
15 Market Square  
Saint John, N.B

Attn: Jonathan Taylor – Common Clerk

We are writing with regards to the municipal plan amendment for land at 40 Mountain View Drive. We live on Silverstone Street with our neighbours on Westbrook, Myles and Garnett.

We attended a meeting with the developer John Rocca on February 19<sup>th</sup> where he revealed plans for the property. It was an excellent meeting and all our concerns and questions were addressed. We are pleased that the property will be developed. The last owner cleared the property of most of the trees and did not proceed with much development. Since then we've had a lot more activity in our subdivision with ATV's that travel down our street coming from access from that property to Myles Drive which has for the most part been left open to foot traffic.

We have no issues with the buildings, landscape and plans for the property which we think will truly be an asset to our city. The **only issue** we have is the proposed emergency/pedestrian access to Myles Drive. We understand that there will be a gate installed by the parking lot and that it may be used in case of an emergency. We do not want this to be left open at all, even with a gate. In case of an Emergency the City's emergency vehicles could get to the 40 Mountain View property either from McAllister Dr to Mountain View or from Mountain Road to Mountain View. We are afraid that having access to Myles Drive now may lead to the road being fully opened at a later date. Currently there are many cars taking a short cut through our streets to get to McAllister Drive so this would cause much more traffic that our streets cannot handle. The last time the property was rezoned in 2008 the City of Saint John agreed with us that the property on Mountain View Drive would be a stand-alone sub division with access from Mountain View only. Myles, Westbrook and Garnett streets would not be accessed from this property and would remain closed.

In closing we appreciate the time you've taken to read our letter. As we've mentioned we are not opposed to the development whatsoever only the proposed Emergency/pedestrian access to Myles Drive.

Sincerely

Robert & Nicole Knox  
14 Silverstone Street



Tom Wilson  
Myles Drive

Feb.23/2019

City of Saint John  
15 Market Square  
Saint John N.B.

Jonathon Taylor-Common Clerk

**Re: Concern about the proposed amendment for the land at 40 Mountain View Road .**

I am writing regarding my concern for the opening of our streets to thru traffic from this proposed sub division .I recently purchased and completely renovated a home on Myles Drive for my elderly parents and myself .I chose this location for my home for a few reasons and wish to bring your attention to the following issues that will arise with this happening.

- Influx in traffic ,we now have a very quiet subdivision where you can sit out and enjoy the quiet of our back yard and deck with increased traffic this will not be possible
- We felt this was a safe subdivision but the more we are exposed to traffic, foot traffic and overall access to our neighbourhood we are exposing ourselves to the unknown
- We currently are without sidewalks (with nothing in the works for any going forward) my parents enjoyed walking but with increased traffic this will not be safe for them without sidewalks .Also for my granddaughter when she is visiting our home to walk or ride her bike.
- The traffic on Loch Lomond Road is congested in the early morning and evening supper hour we do not need to add to this.

I am not against development and the growth of our city, but at what point do we not consider our existing citizens and take in account the taxes we pay in the neighbourhood we chose to live in !

Yours sincerely,

Tom Wilson



**BY-LAW NUMBER C.P. 106-17  
A LAW TO AMEND THE  
MUNICIPAL PLAN BY-LAW**

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

The Municipal Plan By-law of The City of Saint John enacted on the 30th day of January, A.D. 2012 is amended by:

**1** Amending Schedule B – Future Land Use, by redesignating a parcel of land with an area of approximately 3.25 hectares, located at 40 Mountain View Drive, also identified as PID Nos. 00313429 and 00426452, from *Low Density Residential* to *Low to Medium Density Residential* classification.

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

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

\_\_\_\_\_  
Mayor

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

First Reading - April 8, 2019  
Second Reading - April 8, 2019  
Third Reading -

**ARRÊTÉ N° C.P. 106-17  
ARRÊTÉ MODIFIANT L'ARRÊTÉ  
RELATIF AU PLAN MUNICIPAL**

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

L'arrêté concernant le plan municipal de The City of Saint John décrété le 30 janvier 2012 est modifié par :

**1** La modification de l'annexe B – Utilisation future des sols, afin de faire passer la désignation d'une parcelle de terrain d'une superficie d'environ 3,25 hectares, située au 40, chemin Mountain View, et portant les NID 00313429 et 00426452, de *Résidentiel à faible densité* à *Résidentiel à densité faible ou moyenne*.

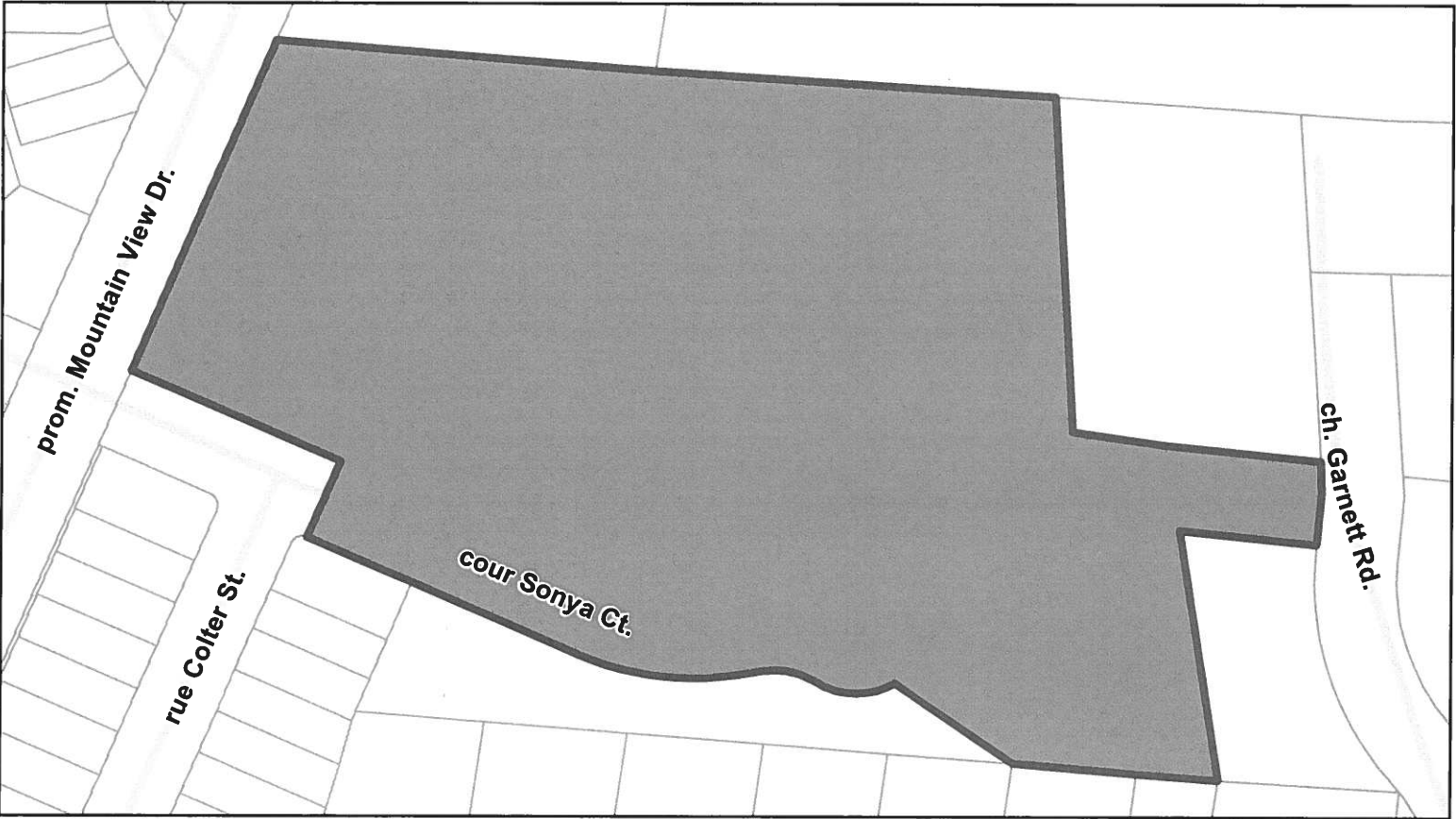
- toutes les modifications sont indiquées sur les plans ci-joints et font partie du présent arrêté.

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

Première lecture - le 8 avril 2019  
Deuxième lecture - le 8 avril 2019  
Troisième lecture -

GROWTH & COMMUNITY DEVELOPMENT SERVICES  
SERVICE DE LA CROISSANCE ET DU DÉVELOPPEMENT COMMUNAUTAIRE  
**MUNICIPAL DEVELOPMENT PLAN / PLAN D'AMÉNAGEMENT MUNICIPAL**

Amending Schedule B  
Modifiant annexe B



**FROM / DE**

**TO / À**

Low Density Residential  
Résidentiel à faible densité



Low to Medium Density Residential  
Résidentiel à densité faible  
ou moyenne

**Applicant:** Hughes Surveys & Consultants Inc.

**Location:** 40 Mountain View Drive

**PID(s)/NIP(s):** 00313429, 00426452

**Considered by P.A.C./considéré par le C.C.U.:** March 26 mars, 2019

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

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

**By-Law #/Arrêté #**

**Drawn By/Crée Par:** Andrew Pollock **Date Drawn/Carte Créée:** April 16 avril, 2019

**BY-LAW NUMBER C.P. 111-71  
A LAW TO AMEND  
THE ZONING BY-LAW  
OF THE CITY OF SAINT JOHN**

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

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

1. Amending Schedule "A", the Zoning Map of The City of Saint John, by re-zoning a parcel of land having an area of approximately 3.25 hectares, located at 40 Mountain View Drive, also identified as being PID Nos. 00313429 and 00426452, from High-Rise Residential (RH) and Two-Unit Residential (R2) to Integrated Development (ID) pursuant to a resolution adopted by Common Council under Section 59 of the Community Planning Act.

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

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

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Mayor/Maire

---

Common Clerk/Greffier communal

First Reading - April 8, 2019  
Second Reading - April 8, 2019  
Third Reading -

**ARRÊTÉ N° C.P. 111-71  
ARRÊTÉ MODIFIANT L'ARRÊTÉ DE  
ZONAGE DE THE CITY OF SAINT  
JOHN**

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

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

1. La modification de l'annexe «A», Plan de zonage de The City of Saint John, permettant de modifier la désignation pour une parcelle de terrain d'une superficie d'environ 3.25 hectares, située au 40, chemin Mountain View, et portant les NID 00313429 et 00426452, de zone résidentielle d'immeubles d'habitation de grande hauteur (RH) et de zone résidentielle bifamiliale (R2) à zone d'aménagement intégré (ID) conformément à une résolution adoptée par le conseil municipal en vertu de l'article 59 de la Loi sur l'urbanisme.

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

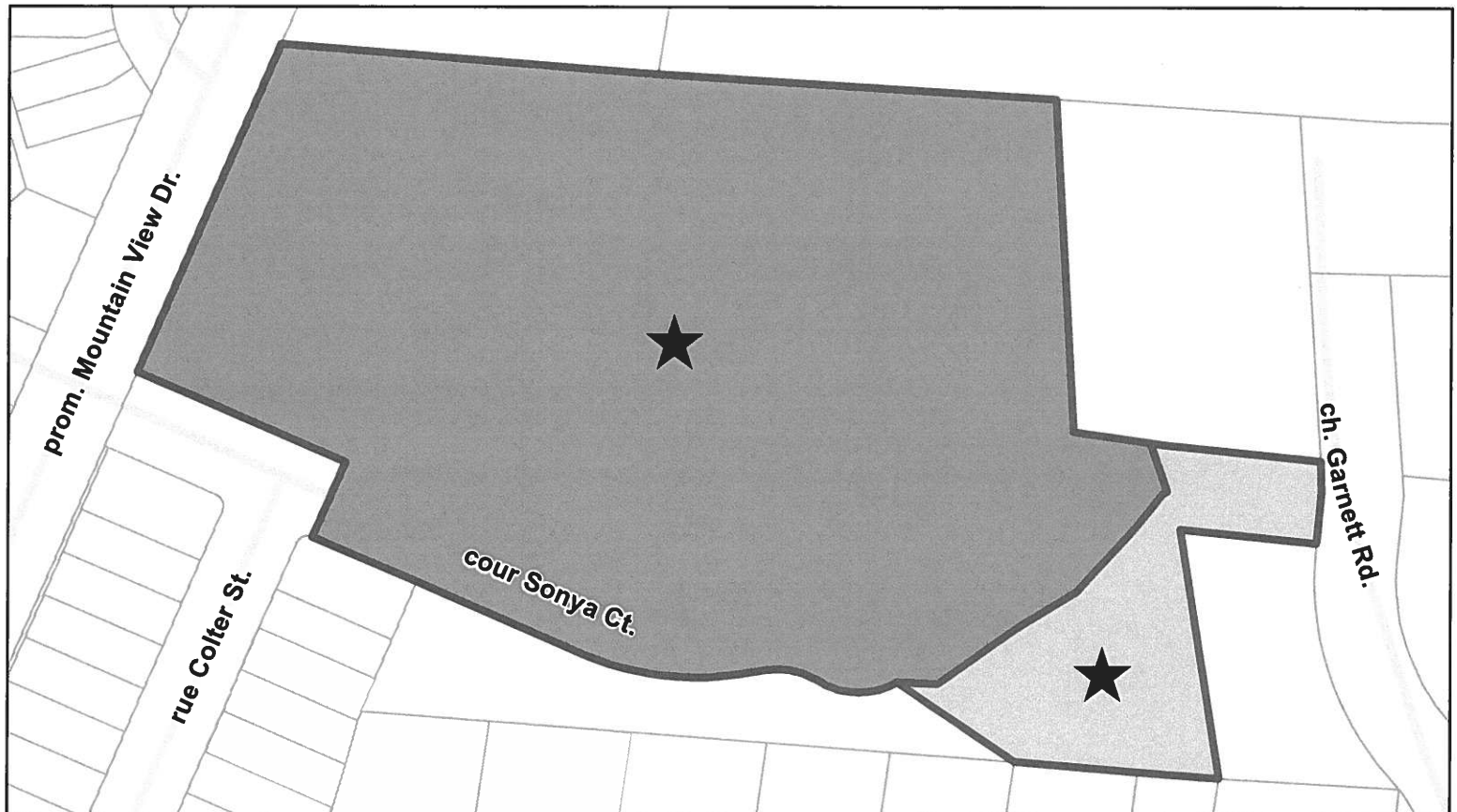
EN FOI DE QUOI, The City of Saint John a fait apposer son sceau communal sur le présent arrêté le 2019, avec les signatures suivantes :

Première lecture - le 8 avril 2019  
Deuxième lecture - le 8 avril 2019  
Troisième lecture -

GROWTH & COMMUNITY DEVELOPMENT SERVICES  
SERVICE DE LA CROISSANCE ET DU DÉVELOPPEMENT COMMUNAUTAIRE  
**REZONING / REZONAGE**

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



**FROM / DE**

**TO / À**

High-Rise Residential  
Zone résidentielle – immeubles  
d'habitation de grande hauteur  
Two-Unit Residential  
Zone résidentielle  
bifamiliale

**RH**



**R2**



**ID**

Integrated Development  
Zone d'aménagement  
intégré



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

**Applicant:** Hughes Surveys & Consultants Inc.

**Location:** 40 Mountain View Drive

**PID(s)/NIP(s):** 00313429, 00426452

**Considered by P.A.C./considéré par le C.C.U.:** March 26 mars, 2019

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

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

**By-Law #/Arrêté #**

**Drawn By/Créée Par:** Andrew Pollock **Date Drawn/Carte Créée:** April 16 avril, 2019

### Section 59 Conditions – 40 Mountain View Drive

That Common Council pursuant to the provisions of Section 59 of the *Community Planning Act* (SNB 2017, c.19), hereby discharges the agreement dated the 21<sup>st</sup> day of January, 2010 between North Star Holdings Ltd., and the City of Saint John, respecting the property identified in the said agreement by PID numbers 00313429 and 00426452 and which agreement was made pursuant to the provisions of Section 39 of the *Community Planning Act* in effect at that time (Chapter C-12, RSNB 1973); and,

FURTHER BE IT RESOLVED that Common Council hereby imposes, pursuant to the provisions of Section 59 of the *Community Planning Act* upon the Property having an area of approximately 3.25 hectares located at 40 Mountain View Drive also identified as PID numbers 00313429 and 00426452, the following conditions upon the development and use of the land:

- a) That any development of the site shall be limited to a maximum of 167 units and generally adhere to the Conceptual Layout, Context, Landscaping Plans, and Elevation Plans attached to this report.
- b) That any development of the site be in accordance with a detailed site plan to be prepared by the developer and subject to the approval of the Development Officer, indicating the location of all buildings, structures, parking areas, driveways, loading areas, signs, exterior lighting, outdoor storage areas, amenity areas, pedestrian circulation elements and other site features. This final site plan is to be attached to the application for the building permit for the respective part or phase of the proposed development.
- c) That the permitted uses of the Integrated Development (ID) Zone be limited to those outlined in the High-Rise Residential (RH) Zone of the Zoning By-law.
- d) That any development of the site shall be subject to Part 9 of the Zoning By-law regarding Uses Permitted in Other Zones.
- e) That the owner, developer and/or successors shall maintain ownership of all proposed stormwater ponds and associated stormwater collection systems (sewer mains, manholes, catch basins, etc). All stormwater related infrastructure shall be considered private.
- f) That an engineered site servicing plan and stormwater submission shall be submitted for the full build out of the development with the Building Permit for “Phase One” of the development, which consists of the six storey multiple unit dwelling. Phase One shall comprise the full inclusive build out of the underground infrastructure and street construction of the proposed Private Street “Via Calabria Street”, and the proposed stormwater ponds.
- g) The owner shall convey to the City, not later than April 27, 2021, an easement satisfactory to the City’s Development Officer for the purpose of providing access and egress to and from the Land for Public Purpose located at PID 55218119 as well as the City’s storm water pond located on the same parcel, existing at the date of the imposition of this condition.
- h) That any gated accesses shall provide a suitable entry mechanism for emergency vehicles and operational vehicles of the City.

That Common Council assent to one or more subdivision plans, in one or more phases, in general accordance with the Conceptual Layout attached for Calabria Estates Subdivision at 40 Mountain View Drive, and with respect to the vesting of any Local Government Services Easements to be determined during detailed design.

**BY-LAW NUMBER C.P. 111-72  
A LAW TO AMEND  
THE ZONING BY-LAW  
OF THE CITY OF SAINT JOHN**

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

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

**1** Amending Schedule A, the Zoning Map of The City of Saint John, by re-zoning a parcel of land having an area of approximately 727 square metres, located at 86 and 88 Regent Street, also identified as PID Nos. 00343178 and 55233597 from Neighbourhood Community Facility (CFN) to Two-Unit Residential (R2) pursuant to a resolution adopted by Common Council under Section 59 of the Community Planning Act.

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

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

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

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

First Reading - April 8, 2019  
Second Reading - April 8, 2019  
Third Reading -

**ARRÊTÉ N° C.P. 111-72  
ARRÊTÉ MODIFIANT L'ARRÊTÉ DE  
ZONAGE DE THE CITY OF SAINT  
JOHN**

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

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

**1** La modification de l'annexe A, Carte de zonage de The City of Saint John, permettant de modifier la désignation pour une parcelle de terrain d'une superficie d'environ 727 mètres carré, située au 86 et 88, rue Regent, et portant les NIDs 00343178 et 55233597 de zone d'installations communautaires de quartier (CFN) à zone résidentielle bifamiliale (R2) comme le montre la carte ci-dessous conformément à une résolution adoptée par le conseil municipal en vertu de l'article 59 de la Loi sur l'urbanisme.

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

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

Première lecture - le 8 avril 2019  
Deuxième lecture - le 8 avril 2019  
Troisième lecture -



GROWTH & COMMUNITY DEVELOPMENT SERVICES  
SERVICE DE LA CROISSANCE ET DU DÉVELOPPEMENT COMMUNAUTAIRE  
**REZONING / REZONAGE**

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



**FROM / DE**

Neighbourhood  
Community Facility  
Zone d’installations  
communautaires de  
quartier

**CFN**  **R2**

**TO / À**

Two-Unit Residential  
Zone résidentielle  
bifamiliale



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

**Applicant:** Fabian Duguay and John Bujold on behalf of Stephen and Linda Jarvis

**Location:** 86-88 Regent Street

**PID(s)/NIP(s):** 00343178, 55233597

**Considered by P.A.C./considéré par le C.C.U.:** March 26 mars, 2019

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

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

**By-Law #/Arrêté #**

Section 59 Conditions – 86 and 88 Regent Street

That Common Council rescind the Section 39 (now Section 59) conditions imposed on the January 4, 1993 rezoning of the property located at 86 and 88 Regent Street, also identified as PID Numbers 00343178 and 55233597.

**BY-LAW NUMBER C.P. 111-73  
A LAW TO AMEND  
THE ZONING BY-LAW  
OF THE CITY OF SAINT JOHN**

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

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

**1** Amending subsection 11.4(1) by adding the following to the list of permitted uses in the Business Park Commercial (CBP) Zone:

“-Self-Storage Facility, subject to paragraph 11.4(3)(f);”

**2** Amending subsection 11.4(3) by adding the following:

“(f) A lot containing a Self-Storage Facility permitted in subsection 11.4(1) shall not be located within 60 metres of an Urban Centre Residential (RC) zone.”

**3** Amending subsection 11.7(1) by adding the following to the list of permitted uses in the General Commercial (CG) Zone:

“-Self-Storage Facility;”

**4** Deleting paragraph 6.1(k) and replacing it with the following:

(k) Except as otherwise provided by this By-law, when outdoor storage or a self-storage facility is developed within 15 metres of an abutting lot in a Residential zone, the outdoor storage or self-storage facility shall be screened in accordance with the following:

(i) Excluding an opening no greater than 1.5 metres in width that is not oriented toward a street, coniferous trees or hedges, or any combination thereof, shall be planted and maintained in order to create a perimeter of vegetation having a minimum depth

**ARRÊTÉ N<sup>o</sup> C.P. 111-73  
ARRÊTÉ MODIFIANT L'ARRÊTÉ DE  
ZONAGE DE THE CITY OF SAINT  
JOHN**

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

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

**1** La modification du paragraphe 11.4(1) par l'adjonction de l'élément suivant à la liste d'usages permis dans la zone commerciale – parcs d'affaires (CBP):  
« - entrepôt libre-service, sous réserve du paragraphe 11.4(3)f); »

**2** La modification du paragraphe 11.4(3) par l'adjonction de l'élément suivant:

“(f) Un lot comportant un entrepôt libre-service permis par le paragraphe 11.4(1) ne peut être situé à moins de 60 mètres d'une zone résidentielle du centre-ville (RC).”

**3** La modification du paragraphe 11.7(1) par l'adjonction de l'élément suivant à la liste d'usages permis dans la zone commerciale générale (CG) :

«- entrepôt libre-service »

**4** Le paragraphe 6.1k) est supprimé et remplacé par ce qui suit :

k) Sauf disposition contraire du présent arrêté, les aires d'entreposage à l'air libre et les entrepôts libre-service, lorsqu'ils sont aménagés à moins de 15 mètres d'un lot attenant dans une zone résidentielle, sont subordonnés à ce qui suit :

(i) sauf pour une ouverture d'une largeur maximale de 1,5 mètre non orientée vers une rue, des conifères ou des haies, ou toute combinaison de ceux-ci, sont plantés et entretenus afin de créer un périmètre de végétation d'une profondeur minimale de 1,5 mètre entourant complètement l'aire d'entreposage ou l'entrepôt libre-service;

(ii) le périmètre de végétation prescrit par l'alinéa (i) a une hauteur minimale de deux mètres au moment de sa plantation lorsqu'il est situé dans une

of 1.5 metres completely around the storage area or self-storage facility;

(ii) The vegetation perimeter required by subparagraph (i) shall have a minimum height at the time of planting of two metres when located in a Residential zone or 2.5 metres when located in any other zone and be in accordance with paragraph 6.2(d); and

(iii) Notwithstanding the above, the outdoor storage area may instead be enclosed in accordance with section 5.5, or by any combination of permitted landscaping, structures or berms.

zone résidentielle ou de 2,5 mètres lorsqu’il est situé dans toute autre zone, et il est aménagé conformément au paragraphe 6.2d);

(iii) malgré ce qui précède, l’aire d’entreposage à l’air libre peut au lieu être entourée d’une clôture conforme à l’article 5.5 ou de toute combinaison d’aménagement paysager, de constructions et de levées.

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 le 2019, avec les signatures suivantes :

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

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

First Reading - April 8, 2019  
Second Reading - April 8, 2019  
Third Reading -

Première lecture - le 8 avril 2019  
Deuxième lecture - le 8 avril 2019  
Troisième lecture -

GROWTH & COMMUNITY DEVELOPMENT SERVICES  
SERVICE DE LA CROISSANCE ET DU DÉVELOPPEMENT COMMUNAUTAIRE  
**REZONING / REZONAGE**

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



**FROM / DE**

**TO / À**

No zoning change  
Aucun changement  
de zonage



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

**Applicant:** Haldor (1972) Ltd.

**Location:** 175 Hilyard Street

**PID(s)/NIP(s):** 55228118

**Considered by P.A.C./considéré par le C.C.U.:** March 26 mars, 2019

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

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

**By-Law #/Arrêté #**

**Drawn By/Créée Par:** Andrew Pollock **Date Drawn/Carte Créée:** April 9 avril, 2019



### Section 59 Conditions – 175 Hilyard Street

That Common Council rescinds the Section 59 conditions imposed on the July 3, 1973 rezoning of the property located at 175 Hilyard Street, also identified as a portion of PID Number 55228118, and amended on October 28, 1991.

That Common Council hereby imposes pursuant to the provisions of Section 59 of the *Community Planning Act* (SNB 2017, c.19) the following condition upon the development and use of the parcel of land having an area of approximately 1.84 hectares, located at 175 Hilyard Street, also identified as PID Number 55228118:

- a) All areas of the site not occupied by buildings, driveways, walkways, parking, storage or loading areas must be landscaped by the developer, in accordance with a detailed landscaping plan, subject to the approval of the Development Officer prior to the issuance of a Building Permit. This landscaping plan is to be prepared by the developer or their consultant and submitted for approval with the Building Permit application.
- b) That the owner and/or successors shall enter into an agreement with the City to provide a Local Government Services Easement to cover existing City infrastructure located within the parcel.

## COUNCIL REPORT

M&C No.	2019-96
Report Date	April 16, 2019
Meeting Date	April 23, 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 22 Belgrave Street (PID 55222624)***

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

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

### ***AUTHORIZATION***

Primary Author	Commissioner/Dept. Head	City Manager
<b><i>Catherine Lowe</i></b>	<b><i>J Hamilton /A Poffenroth</i></b>	<b><i>John Collin</i></b>

### ***RECOMMENDATION***

RESOLVED, that the buildings located at 22 Belgrave Street, PID# 55222624, are to be demolished as they have become a hazard to the safety of the public by reason of dilapidation; and

BE IT FURTHER RESOLVED, that the House 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 buildings at 22 Belgrave Street. 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 22 Belgrave Street, PID# 55222624, have revealed that there are two buildings on the premise; a two-storey, single family, wood framed house and a detached garage. Staff first became aware of the property's vacancy in February 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 vacant, by reason of dilapidation and by reason of unsoundness of structural strength.

The property is abandoned. The registered owner of the property is deceased and the estate has no interest in the property. No other party has come forward to claim care and control of the property. The house sustained a fire on July 31, 2018. The City of Saint John took action by boarding the doors and windows of the first storey and by cleaning fire damaged debris from the property to remove the immediate hazard to the safety of the public that resulted from the fire.

For the reasons described in the attached Inspection Report, a Notice to Comply was issued on March 7, 2019 and was posted to the building on March 8, 2019, as per section 132(3) of the *Local Governance Act* that outlines acceptable methods of service. The Certificate of Registered Ownership lists one individual as the owner. The registered owner of the property is deceased and the estate has no interest in the property. 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 April 8, 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 posted to the building on March 29, 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**  
**UNSIGHLTY PREMISES**  
*(Local Governance Act, S.N.B., 2017, c.18, s 132(2))*

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

**Parcel identifier:**

PID #55222624

Address: 22 Belgrave Street, Saint John,  
New Brunswick

**Owner(s) or Occupier(s):**

Name: MacVicar, Kevin Gibson

Address: 100 Douglas Lake Road, Saint John,  
New Brunswick, E2N 1T2

**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 March 7, 2019 prepared by Catherine Lowe, EIT and 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

**Numéro d’identification de la parcelle :**

NID : 55222624

Adresse : 22, rue Belgrave, Saint John,  
Nouveau-Brunswick

**Propriétaire(s) ou occupant(s) :**

Nom : MacVicar, Kevin Gibson

Adresse : 100, route Douglas Lake, Saint John, Nouveau-Brunswick, E2N 1T2

**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 détritrus 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 7 mars 2019 et préparé par Catherine Lowe, IS et Rachel Van Wart, IS, agentes 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 conformités 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.

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.

**Date before which the condition must be corrected:**<sup>1</sup>

- 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 – 8<sup>th</sup> Floor, 15 Market Square, Saint John, New Brunswick, E2L 4L1.

**Potential penalty for not complying with notice within time set out in notice:**<sup>2</sup> 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).

**Délai imparti pour y remédier:**<sup>1</sup>

- 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<sup>e</sup> 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 :**<sup>2</sup> 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:**<sup>3</sup> 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 :**<sup>3</sup> 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 7<sup>th</sup> day of March 2019.

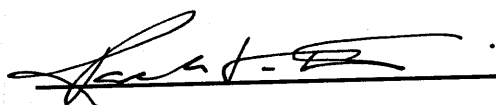
**Fait** à Saint John le \_\_\_\_ mars 2019.

**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

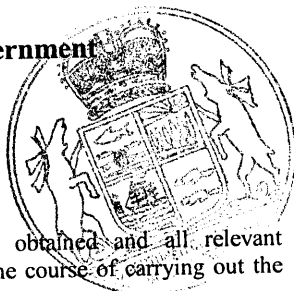
The City of Saint John  
15 Market Square  
City Hall Building, 10<sup>th</sup> Floor  
P. O. Box 1971  
Saint John, New Brunswick  
E2L 4L1

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](mailto:rachel.vanwart@saintjohn.ca)  
Fax: (506) 632-6199

Téléphone : (506) 658-2911  
Adresse électronique: [rachel.vanwart@saintjohn.ca](mailto: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 and 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.

**INSPECTION REPORT**  
**Schedule "A"**  
**22 Belgrave Street**  
**Saint John, New Brunswick**  
**PID# 55222624**

**Inspection Dates: August 1, 2018 and January 31, 2019**

**Inspections Conducted by: Catherine Lowe, EIT & Rachel Van Wart, EIT**

## **Introduction**

Inspections of the property at 22 Belgrave Street, PID# 55222624, have revealed there are two buildings on the premise (the "Buildings"); a single family, two storey, wood-framed house (the "House") and a detached garage (the "Garage"). Staff first became aware of the property's vacancy in February 2018 and began standard enforcement procedures. The owner of the property is deceased and the estate has no interest in the property. The House sustained a fire on July 31, 2018 that caused significant damage. 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 vacant, by reason of dilapidation and 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 junk, rubbish, and refuse on the property. These items include, but are not limited to; broken glass, discarded vinyl siding, a mattress, rusted metal and various other loose garbage. The aforementioned accumulation of junk, rubbish, and refuse is unsightly.
2. The House is dilapidated. The House sustained a fire in July 2018 that caused significant damage to the rear of the House. The front door, rear door and all first storey windows are boarded with plywood; action City staff had to undertake in July due to the open and dangerous conditions. During the remedial action, metal siding was removed from sections at the rear and right side of the House. Second storey windows remain open with broken glass. The rear deck suffered damage during the fire with metal deck framing exposed and protruding from the structure.
3. The Garage is dilapidated. The right side window and rear door glass is broken. The right side of the Garage was never finished and has no siding. The aforementioned 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. Buildings in a dilapidated condition that are known to be vacant can attract vandalism, arson and criminal activity. The property condition 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. The estate of the owner has confirmed that they have no interest in the property. The City of Saint John was forced to take action to remove the immediate hazard to the safety of the public after the fire event in July 2018 since no one had come forward to claim care and control of the property. The property is considered to be abandoned. The City of Saint John Finance department confirmed that the water has been turned off since January 2018 due to a water break. Saint John Energy confirmed that the power has been turned off since January 2018.
2. There is a higher risk of a second fire event occurring at the property since it is known to the public that the Buildings are vacant. The Buildings are in close proximity to a single family home at 20 Belgrave Street and a church at 35 Park Avenue. If a fire event were to occur within the Buildings it could potentially spread to the neighboring occupied buildings. This could cause significant damage to the buildings and endanger the lives of the occupants.
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 Buildings, it would be reasonable to expect they may be required to enter the Buildings. The interior conditions of the Buildings are not known to firefighters which pose a hazard to their safety. There are holes in the walls and ceilings at the rear of the House where the fire occurred. The floor in this section of the House is covered with fire and water damaged material. The Garage has been vandalised with garbage and discarded items littering the floor. These conditions could pose a hazard to emergency personnel safety in an emergency situation.

**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 House is dilapidated. The fire that occurred in the House has left holes in the rear wall and ceiling, exposing broken and damaged lathe. There is fire and water damaged debris on the floor at the rear of the House. The windows on the second storey are broken. Sharp and jagged pieces of glass remain in the window pane. Siding on the right side of the House was damaged during the fire event which caused the siding to peel and protrude away from the exterior wall. The damaged siding had to be cut from the House by City of Saint John officials during the cleanup in July 2018. These conditions have

not been remedied since the fire and could cause the rear of the House to deteriorate prematurely. This is a hazard to anyone entering the rear of the House.

2. Surfaces throughout the House are black due to smoke and fire damage. Also, the second storey windows have been open to the elements since the fire event. This could create damp and water damaged conditions which give rise to mold growth and can deteriorate building members. These conditions pose a respiratory hazard to anyone in the House not wearing proper protective equipment.
3. The deck is dilapidated. The right side of the deck suffered severe fire damage. A section of deck boards were removed as they were fire damaged. This has exposed the rusted metal frame and cross bars of the deck which contain nails and jagged edges that could cause personal injury. The City of Saint John was required to remove sections of the damaged deck from the rear yard during the July 2018 cleanup. The remaining deck boards are charred and deteriorated. Cinder blocks beneath the deck that appear to be supporting a middle span of the deck are leaning.
4. Due to firefighting efforts and a water break, the basement of the House has been flooded. Murky, stagnant water covers the entire floor of the basement, partially submerging wooden and metal structural members. Exposing the members to prolonged water exposure can cause premature rot and rust, potentially causing structural issues.
5. The Garage is dilapidated. The interior of the Garage has been vandalised, with garbage and other discarded items strewn throughout. The left side window and the rear door window have been broken, sharp and jagged glass still remains in the window panes. There are many discarded items around and behind the Garage. These items have now been covered in snow, creating a tripping hazard for anyone around the Garage.

### **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 is a hazard to the safety of the public by reason of unsoundness of structural strength for the following reasons:

1. The concrete foundation of the House is in active failure and is structurally unsound. Many vertical cracks can be seen in the exterior foundation wall on all sides of the House. There is significant damage to the rear foundation wall which can be seen from the basement of the House. A large fissure approximately an inch wide spans from the left side of the rear wall to the doorway of the basement, making it approximately 10 feet in length. Concrete around this fissure and around the doorway is crumbling. This section of the rear foundation wall is no longer flush as the separation due to the fissure has caused the top portion of the wall to bow at an angle to the lower portion. There are also many lateral cracks in the left side foundation wall as seen from the basement. Further structural damage could result if these conditions are not remedied soon.

## 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.

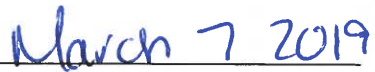
**Option 2:** Demolition of the Buildings and cleanup of all debris on the premise by complying with all the remedial actions as follows:

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:

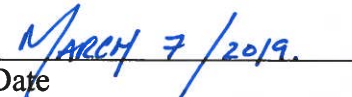


Catherine Lowe, EIT  
Technical Services Officer  
Growth and Community Development Services

  
Date



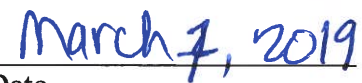
Rachel Van Wart, EIT  
Technical Services Officer  
Growth and Community Development Services

  
Date

Reviewed by and concurred in by:



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

  
Date



CANADA  
PROVINCE OF NEW BRUNSWICK  
COUNTY OF SAINT JOHN

IN THE MATTER OF THE BUILDING THAT IS LOCATED AT


22 Belgrave Street, SAINT JOHN, N.B. ( PID number 55222624

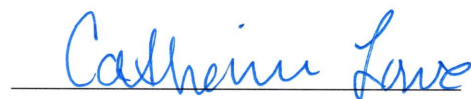
AFFIDAVIT OF SERVICE

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 March 29, 2019, at approximately 2:53pm, I posted a copy of the attached Notice of Common Council Hearing, marked Exhibit "A" to the front door of the building that is located at 22 Belgrave Street, Saint John, N.B.

Sworn To before me at the  
City of Saint John, N.B.,  
on the 1st day of  
April, 2019

  
RACHEL A VAN WART  
COMMISSIONER OF OATHS  
MY COMMISSION EXPIRES  
DECEMBER 31<sup>ST</sup>, 2022

  
Catherine Lowe



The City of Saint John

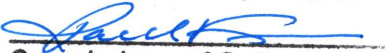
March 29, 2019

Case Number: 18-0077

Kevin Gibson MacVicar  
100 Douglas Lake Rd  
Saint John, NB  
E2N 1T2

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

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

This is Exhibit "A"  
Referred to in the Affidavit of  
Catherine Lowe  
Sworn before me at the City of  
Saint John, New Brunswick  
the 1st day of April 2019  
  
Commissioner of Oaths

**NOTICE OF COMMON COUNCIL HEARING**

Dear Sir:

Re: 22 Belgrave St, PID # 55222624  
Dangerous and Vacant Building Program

On March 7, 2019, 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 March 8, 2019.

The fourteen (14) days appeal period has now expired. Therefore, a compliance inspection will be carried out on April 8, 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 April 23, 2019 at 6:00pm 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,



Catherine Lowe,  
Technical Services

cc: Toronto Dominion Bank/Saint John, NB



**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

CANADA  
PROVINCE OF NEW BRUNSWICK  
COUNTY OF SAINT JOHN

IN THE MATTER OF THE BUILDING THAT IS LOCATED AT

22 Belgrave Street, SAINT JOHN, N.B. ( PID number 55222624)

AFFIDAVIT OF SERVICE

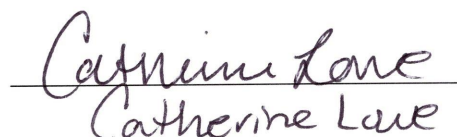
I, Catherine Lowe, of Saint John, N.B., Make Oath And Say As Follows:

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 March 8, 2019, at approximately 11:42am, 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 22 Belgrave Street, Saint John, N.B.

Sworn To before me at the  
City of Saint John, N.B.,  
on the 20<sup>th</sup> day of  
March, 2019



RACHEL A VAN WART  
COMMISSIONER OF OATHS  
MY COMMISSION EXPIRES  
DECEMBER 31<sup>ST</sup>, 2022



Catherine Lowe



FORM 4  
NOTICE TO COMPLY – DANGEROUS OR  
UNSAFELY 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 #55222624

Address: 22 Belgrave Street, Saint John,  
New Brunswick

Owner(s) or Occupier(s):

Name: MacVicar, Kevin Gibson

Address: 100 Douglas Lake Road, Saint John,  
New Brunswick, E2N 1T2

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 March 7, 2019 prepared by Catherine Lowe, EIT and 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 : 55222624

Adresse : 22, rue Belgrave, Saint John,  
Nouveau-Brunswick

Propriétaire(s) ou occupant(s) :

Nom : MacVicar, Kevin Gibson

Adresse : 100, route Douglas Lake, Saint John, Nouveau-Brunswick, E2N 1T2

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 dangereux pour la sécurité du public du fait de son inhabitation ou de son inoccupation et est devenu dangereux 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 7 mars 2019 et préparé par Catherine Lowe, IS et Rachel Van Wart, IS, agentes chargées de l'exécution des arrêtés municipaux, révisé et en d'accorde avec par Amy Poffenroth, ing., une agente chargée 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.

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.

**Date before which the condition must be corrected:**<sup>1</sup>

- 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 – 8<sup>th</sup> Floor, 15 Market Square, Saint John, New Brunswick, E2L 4L1.

**Potential penalty for not complying with notice within time set out in notice:**<sup>2</sup> 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).

**Délai imparti pour y remédier:**<sup>1</sup>

- 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<sup>e</sup> 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:**<sup>2</sup> 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:**<sup>3</sup> 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 :**<sup>3</sup> 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 7<sup>th</sup> day of March 2019.

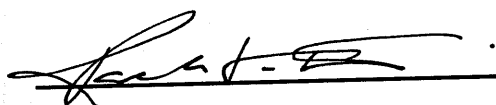
**Fait** à Saint John le \_\_\_\_ mars 2019.

**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

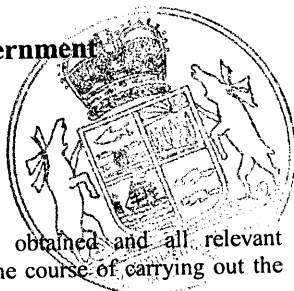
The City of Saint John  
15 Market Square  
City Hall Building, 10<sup>th</sup> Floor  
P. O. Box 1971  
Saint John, New Brunswick  
E2L 4L1

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

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

Téléphone : (506) 658-2911  
Adresse électronique: [rachel.vanwart@saintjohn.ca](mailto: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 and 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.

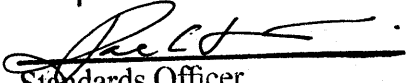
2. Le paiement de l'amende n'a pas pour effet d'annuler l'obligation de se conformer à l'arrêté, à la norme ou à l'avis.

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"**  
**22 Belgrave Street**  
**Saint John, New Brunswick**  
**PID# 55222624**

Dated at Saint John,  
this 7<sup>th</sup> day of  
March 2019.  
  
Standards Officer

**Inspection Dates: August 1, 2018 and January 31, 2019**  
**Inspections Conducted by: Catherine Lowe, EIT & Rachel Van Wart, EIT**

## **Introduction**

Inspections of the property at 22 Belgrave Street, PID# 55222624, have revealed there are two buildings on the premise (the "Buildings"); a single family, two storey, wood-framed house (the "House") and a detached garage (the "Garage"). Staff first became aware of the property's vacancy in February 2018 and began standard enforcement procedures. The owner of the property is deceased and the estate has no interest in the property. The House sustained a fire on July 31, 2018 that caused significant damage. 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 vacant, by reason of dilapidation and 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 junk, rubbish, and refuse on the property. These items include, but are not limited to; broken glass, discarded vinyl siding, a mattress, rusted metal and various other loose garbage. The aforementioned accumulation of junk, rubbish, and refuse is unsightly.
2. The House is dilapidated. The House sustained a fire in July 2018 that caused significant damage to the rear of the House. The front door, rear door and all first storey windows are boarded with plywood; action City staff had to undertake in July due to the open and dangerous conditions. During the remedial action, metal siding was removed from sections at the rear and right side of the House. Second storey windows remain open with broken glass. The rear deck suffered damage during the fire with metal deck framing exposed and protruding from the structure.
3. The Garage is dilapidated. The right side window and rear door glass is broken. The right side of the Garage was never finished and has no siding. The aforementioned 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. Buildings in a dilapidated condition that are known to be vacant can attract vandalism, arson and criminal activity. The property condition 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. The estate of the owner has confirmed that they have no interest in the property. The City of Saint John was forced to take action to remove the immediate hazard to the safety of the public after the fire event in July 2018 since no one had come forward to claim care and control of the property. The property is considered to be abandoned. The City of Saint John Finance department confirmed that the water has been turned off since January 2018 due to a water break. Saint John Energy confirmed that the power has been turned off since January 2018.
2. There is a higher risk of a second fire event occurring at the property since it is known to the public that the Buildings are vacant. The Buildings are in close proximity to a single family home at 20 Belgrave Street and a church at 35 Park Avenue. If a fire event were to occur within the Buildings it could potentially spread to the neighboring occupied buildings. This could cause significant damage to the buildings and endanger the lives of the occupants.
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 Buildings, it would be reasonable to expect they may be required to enter the Buildings. The interior conditions of the Buildings are not known to firefighters which pose a hazard to their safety. There are holes in the walls and ceilings at the rear of the House where the fire occurred. The floor in this section of the House is covered with fire and water damaged material. The Garage has been vandalised with garbage and discarded items littering the floor. These conditions could pose a hazard to emergency personnel safety in an emergency situation.

## **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 House is dilapidated. The fire that occurred in the House has left holes in the rear wall and ceiling, exposing broken and damaged lathe. There is fire and water damaged debris on the floor at the rear of the House. The windows on the second storey are broken. Sharp and jagged pieces of glass remain in the window pane. Siding on the right side of the House was damaged during the fire event which caused the siding to peel and protrude away from the exterior wall. The damaged siding had to be cut from the House by City of Saint John officials during the cleanup in July 2018. These conditions have

not been remedied since the fire and could cause the rear of the House to deteriorate prematurely. This is a hazard to anyone entering the rear of the House.

2. Surfaces throughout the House are black due to smoke and fire damage. Also, the second storey windows have been open to the elements since the fire event. This could create damp and water damaged conditions which give rise to mold growth and can deteriorate building members. These conditions pose a respiratory hazard to anyone in the House not wearing proper protective equipment.
3. The deck is dilapidated. The right side of the deck suffered severe fire damage. A section of deck boards were removed as they were fire damaged. This has exposed the rusted metal frame and cross bars of the deck which contain nails and jagged edges that could cause personal injury. The City of Saint John was required to remove sections of the damaged deck from the rear yard during the July 2018 cleanup. The remaining deck boards are charred and deteriorated. Cinder blocks beneath the deck that appear to be supporting a middle span of the deck are leaning.
4. Due to firefighting efforts and a water break, the basement of the House has been flooded. Murky, stagnant water covers the entire floor of the basement, partially submerging wooden and metal structural members. Exposing the members to prolonged water exposure can cause premature rot and rust, potentially causing structural issues.
5. The Garage is dilapidated. The interior of the Garage has been vandalised, with garbage and other discarded items strewn throughout. The left side window and the rear door window have been broken, sharp and jagged glass still remains in the window panes. There are many discarded items around and behind the Garage. These items have now been covered in snow, creating a tripping hazard for anyone around the Garage.

### **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 is a hazard to the safety of the public by reason of unsoundness of structural strength for the following reasons:

1. The concrete foundation of the House is in active failure and is structurally unsound. Many vertical cracks can be seen in the exterior foundation wall on all sides of the House. There is significant damage to the rear foundation wall which can be seen from the basement of the House. A large fissure approximately an inch wide spans from the left side of the rear wall to the doorway of the basement, making it approximately 10 feet in length. Concrete around this fissure and around the doorway is crumbling. This section of the rear foundation wall is no longer flush as the separation due to the fissure has caused the top portion of the wall to bow at an angle to the lower portion. There are also many lateral cracks in the left side foundation wall as seen from the basement. Further structural damage could result if these conditions are not remedied soon.

## 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

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

March 7 2019

Date

Rachel Van Wart

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

MARCH 7 / 2019.

Date

Reviewed by and concurred in by:

Amy Poffenroth

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

March 7, 2019

Date



Schedule "A"  
FORM 1  
NOTICE OF APPEAL

This is Exhibit "B"  
Referred to in the Affidavit of  
Catherine Lowe  
Sworn before me at the City of  
Saint John, New Brunswick  
the 20 day of March 2019  
Paul [Signature]  
Commissioner of Oaths

Annexe « A »  
FORMULE 1  
AVIS D'APPEL

File No.: \_\_\_\_\_

N° du dossier : \_\_\_\_\_

BETWEEN :

ENTRE :

\_\_\_\_\_  
Appellant(s),  
- and -

\_\_\_\_\_  
Appellant(s),  
- 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:

L'appelant ou les appelants susnommé(s) n'accepte(i)  
pas les modalités ou les conditions qui sont énonc  
dans :

(a) a Notice that was given under section 7 of the  
*Saint John Unsightly Premises and Dangerous  
Buildings and Structures By-Law*; or

(a) un AVIS qui a été donné en vertu de l'article 7  
l'Arrêté relatif aux lieux inesthétiques et a  
bâtiments et constructions dangereux dans 1  
City of Saint John; ou

(b) an Order that was issued under section 25 of the  
*Saint John Minimum Property Standards By-  
Law*;

(b) une ORDONNANCE qui a été émise en vertu  
l'article 25 de l'Arrêté concernant les nor  
minimales régissant les résidences de Saint Joh

and therefore appeals to the *Saint John Substandard  
Properties Appeal Committee*.

et fait ainsi appel devant le *Comité des appels sur  
résidences non conformes 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 pré  
appel sont les suivants (énoncer les motifs de fa



claire et concise) :

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Dated at \_\_\_\_\_ the \_\_\_\_\_ day of \_\_\_\_\_ Fait à \_\_\_\_\_ 20\_\_\_\_ le \_\_\_\_\_, 20\_\_\_\_.

Signature of owner or occupier

Signature du propriétaire ou de l'occupant

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

L'appelant a ou les appelants 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 Common Clerk within **fourteen (14) days** after having been given the Notice or Order at the following address:

Veuillez faire parvenir votre AVIS D'APPEL par courrier recommandé au greffier communal dans les **quatorze (14) jours** qui suivent la notification de l'AVIS ou de l'ORDONNANCE à l'adresse suivante :

Common Clerk's Office  
15 Market Square, City Hall Building, 8<sup>th</sup> 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<sup>e</sup> étage  
Case postale 1971  
Saint John (Nouveau-Brunswick)  
E2L 4L1

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

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

Notes:

Notes :

1. A Notice or Order that is not appealed within **fourteen (14) days** after having been given or issued shall be deemed to be confirmed.

1. Un AVIS ou une ORDONNANCE dont il n'est pas interjeté appel dans les **quatorze (14) jours** qui suivent la notification de l'AVIS ou l'émission de l'ORDONNANCE est réputé confirmé.

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.

2. Lors d'un appel, le Comité des appels sur résidences non conformes 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 ou occupants qui interjette(nt) appel a (ont) le droit d'être entendu(s) et peut (peuvent) se faire représenter par avocat.

3. On an appeal, the Saint John Substandard Properties Appeal Committee may confirm, modify or rescind the Notice or Order, or extend the time for complying with the Notice or Order.

3. Lors d'un appel, le Comité des appels sur résidences non conformes aux normes de Saint John peut confirmer, modifier ou annuler l'AVIS ou l'ORDONNANCE ou proroger le délai pour s'y conformer.

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.

4. Le Comité des appels sur les résidences conformes aux normes de Saint John doit fournir une copie de sa décision au(x) propriétaire(s) ou l'occupant ou aux occupants 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.

sa décision.

5. The owner(s) or occupier(s) who is provided with a copy of a decision from the *Saint John Substandard Properties Appeal Committee* regarding a Notice, 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 by-law was not followed, or (b) the decision is unreasonable.

5. Le(s) propriétaire(s) ou l'occupant ou les occupants à qui une copie d'une décision a été fournie par le *Comité des appels sur les résidences non conformes aux normes de Saint John* concernant un AVIS peut (peuvent), 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 l'arrêté n'a pas été suivie, ou (b) la décision est déraisonnable.



22 Belgrave Street, Saint John, New Brunswick  
246  
PID# 55222624





22 Belgrave Street, Saint John, New Brunswick  
247  
PID# 55222624



22 Belgrave Street, Saint John, New Brunswick  
PID# 55222624





22 Belgrave Street, Saint John, New Brunswick  
249  
PID# 55222624

Photo 4





22 Belgrave Street, Saint John, New Brunswick  
250  
PID# 55222624



22 Belgrave Street, Saint John, New Brunswick  
PID# 55222624

Photo 6





22 Belgrave Street, Saint John, New Brunswick  
PID# 55222624

Photo 7



22 Belgrave Street, Saint John, New Brunswick  
PID# 55222624





22 Belgrave Street, Saint John, New Brunswick  
254  
PID# 55222624



22 Belgrave Street, Saint John, New Brunswick  
PID# 55222624



## COUNCIL REPORT

M&C No.	2019-84
Report Date	April 19, 2019
Meeting Date	April 23, 2019
Service Area	Growth and Community Development Services

His Worship Mayor Don Darling and Members of Common Council

***SUBJECT: Evaluation of Urban Development Incentives and Urban Beautification Grant Policies***

### **OPEN OR CLOSED SESSION**

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

### **AUTHORIZATION**

Primary Author	Commissioner/Dept. Head	City Manager
<b><i>Andy Reid/Jodie Forgie</i></b>	<b><i>Jacqueline Hamilton</i></b>	<b><i>John Collin</i></b>

### **RECOMMENDATION**

1. That Common Council receive and file the evaluation of the 2016-2018 Urban Development Incentives and Beautification Three Year Pilot Programs.
2. That Common Council adopt amendments to the Urban Beautification Grant Policy as attached to this report.
3. That Common Council adopt amendments to the Urban Development Incentive Grant Policy as attached to this report.

### **EXECUTIVE SUMMARY**

The Urban Development Incentive and Urban Beautification Pilot Programs have stimulated private reinvestment and catalyzed interest in the Central Peninsula (Uptown, South End, and Waterloo Village) since their implementation in 2016. The Urban Development Incentive Program focused on the development of underutilized spaces for projects that may have not otherwise occurred, with specific emphasis on vacant lots, upper floors, and vacant buildings. The purpose of the Urban Development Incentive Program was to increase tax base and residential units. In addition to fulfilling these goals, the Program resulted in spin-off benefits, which included new business, cost reduction to the City lowered by reducing the number of vacant buildings monitored, and creating buzz around development. The Urban Beautification Program provided residents an incentive for the purpose of improving the appearance of the front of their properties and increasing the attractiveness of streetscapes. For many projects,

this resulted in impactful and dramatic improvements to building facades outside of heritage areas throughout the South End and Waterloo Village. Staff undertook an evaluation of the two policies and presented the results to the Growth Committee in March. It is staff's recommendation to continue providing incentives on an annual basis to the area defined as the Central Peninsula. The area remains important to the City's growth strategy in terms of encouraging new housing stock and revitalizing underutilized spaces, while representing the highest return on investment. Improvements to the programs will provide the opportunity to enable larger projects while reducing financial risk to the City and assist with the implementation of the goals and objectives of the future neighbourhood plan.

### ***PREVIOUS RESOLUTION***

On March 21, 2019 the Growth Committee:

1. Recommended that Common Council adopt the amended Urban Beautification Grant policy and authorized staff to proceed with amendments to the Urban Development Incentive Program for Common Council's consideration.
2. Received and filed the Urban Development Incentive and Urban Beautification Pilot Program Evaluation (2016-2018) presentation;

On March 21, 2016, Council adopted the Urban Development Incentive Policy, a three year pilot which contained a suite of grants including: vacant buildings, infill, and upper floors residential grants, in addition to a beautification grant program for the Central Peninsula.

### ***STRATEGIC ALIGNMENT***

Common Council adopted a set of Priorities for 2016-2020. Under "Growth & Prosperity," goals include driving development in accordance with PlanSJ that creates density required for efficient infrastructure and services. Under "Vibrant, Safe City," goals include developing neighbourhoods through streetscape beautification.

### ***REPORT***

The Central Peninsula was selected as the pilot area for the Urban Development Incentive and Beautification Grant Programs. Staff recognized that reinvestment in underutilized spaces in the City's urban core would create the largest impact and generate the highest return on investment over other areas. This direction was anticipated through the adoption of the Municipal Plan, when Council directed the uptown area be given consideration for a package of incentives. The overarching growth goals of the Municipal Plan focus almost half of future

growth in urban neighbourhood intensification areas, of which the Central Peninsula comprises a large share. Since the launch of the Central Peninsula Neighbourhood planning process in 2016, the focus has continued to remain on the City's urban core.

## **BACKGROUND**

### Urban Development Incentives Program

The Urban Development Incentives Pilot Program was a policy operative between January 1<sup>st</sup>, 2016 and September 1<sup>st</sup>, 2018. It is now required to be renewed should new applications be accepted. The policy outlined three types of projects to help stimulate reinvestment: vacant buildings, vacant lots and vacant upper floors of mixed-use buildings. Each type of project was comprised of two main grant streams:

- (1) A 5 year residential density grant of between 4.25% and 5.25% of construction costs up to a fixed amount of \$150,000; and,
- (2) Two "Top Up Grants" – Construction challenge grants and building permit grants paid upon completion of the project up to \$60,000.

The program received an annual budget of \$170,000 intended to cover the cost of construction challenge grants and building permits grants.

### Urban Beautification Grant Program

The Beautification Grant program was adopted as policy on March 21, 2016 and continues to be in effect. The program primarily incentivized property owners living on the peninsula to improve the facades and landscaping of their front yards to create an enhanced streetscape and public realm. A Committee met monthly to award grants based on design criteria of materials and appearance. An approved grant provided 35% of the cost of eligible work up to a maximum of \$4,000, or \$6,000 on a corner lot.

The program received an annual budget of \$50,000 intended to cover the first-come, first-serve costs. This annual program budget is included in the City's 2019 operating budget. Because of the nature of the program, which consists of smaller scale, less costly renovations in comparison to many heritage properties, no additional budget has been requested for 2019.

### Other Grant Programs

There are additional grant opportunities for heritage and façade improvements that complemented the two Programs referenced in this report within the Central Peninsula. The City's Heritage Grant Program applies exclusively to Heritage Conservation Areas and offsets the higher cost of maintaining heritage properties while UptownSJ's Façade Grant Program applies to the Business Improvement Area. These two grants offer complementary support towards

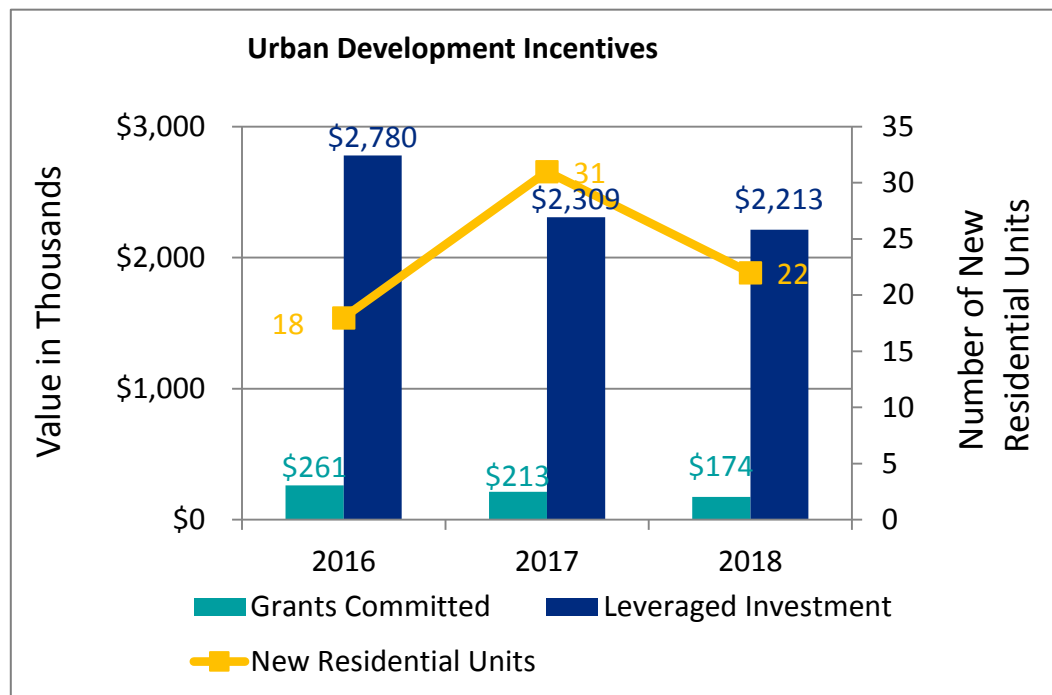


façade upgrades across the Central Peninsula, each with their unique considerations.

## ANALYSIS OF PROGRAMS

### Urban Development Incentives Grant Program

As summarized in the table below, the Program has averaged between 18 and 31 new units per year and will have helped create an estimated total of 71 new residential units from 2016 to 2018. The majority of these units are made up of apartment/condominium units. The outcomes are significant in terms of leveraged investment versus grants committed.



From 2016 to 2018, there were 11 projects in all, with 6 now completed and 4 of the remaining 5 anticipated to be completed by the end of 2019. Vacant buildings and upper floor projects made up the majority of incentive grants.

2016-2018	#	Complete		Incomplete		# of New Units
<b>Total Grants</b>	11	6	54%	5	46%	71
<b>Vacant Building Grants</b>	5	1	20%	4	80%	28
<b>Upper Floor Grants</b>	5	4	80%	1	20%	40
<b>Infill Grants</b>	1	1	100%	0	0%	3

As shown below, the program will leverage an estimated \$7.3 million of private reinvestment, with \$654, 865 in grants to be paid out by the time all projects are

completed. The six completed projects represent estimated new annual tax revenue of \$55,695.

2016-2018	\$\$ Paid Out	Est. Value of Work	Est. New Annual Tax Revenue (Completed only)
<b>Total Grants</b>	\$654,865	\$7,300,723	\$55,695
<b>Vacant Building Grants</b>	\$285,725	\$3,366,461	\$7,470
<b>Upper Floor Grants</b>	\$340,697	\$3,484,511	\$33,025
<b>Infill Grants</b>	\$28,443	\$450,000	\$15,200

In addition to generating new tax revenue and increasing core neighbourhood density, the Program has created other benefits such as adding six floors of renovated commercial space. The Program helped promote the City's built heritage, as evidenced by the fact that 4 out of 11 projects were located within a Heritage Conservation Area. The Program also succeeded in redeveloping properties challenged by vacancy. Finally, the Program succeeded in creating spin-off benefits and "buzz" around investment in the Central Peninsula and generating interest for investors.

In terms of financial performance, for the projects that have been completed to date, the payback period generally ranges between two and four years. The payback calculation was performed by comparing the grant amount to be paid compared to the estimated increase in property tax revenue generated. In addition to new annual tax revenue to date of approximately \$55,695, projects contributed \$59,246 in building permit revenue (an amount that should increase with successive phases of a number of projects). New annual water and sewer revenue by the time of the completion of all projects is estimated to be approximately \$97,128.

#### Beautification Program

The beautification program was intended primarily for homeowners and landlords to create positive change in their neighbourhoods by improvements to facades and front yards of their properties.

2016-2018	Number of Grants	\$\$ Paid Out	Est. Value of Work
<b>Total Grants</b>	41	\$95,781	\$551,636

Overall, the program stimulated improvements to 41 properties, leveraging \$551,636 in investment, which represented \$95,781 in grants. Improvements were varied and included exterior painting, replacement of windows, doors, repair to entryways, repointing brick, and landscaping front yards. Looking forward, staff will be focusing on maintaining strong communication of the program and improving administrative functions to reduce residuals from the annually budgeted \$50,000. In 2019, Growth and Community Development staff will endeavor to greater align its enforcement programs with the Beautification Grant. With the high proportion of older homes on the Central Peninsula that fall

outside of a Heritage Conservation Area and do not have access to funding, the Program is an important means to improve housing stock and investor confidence.

## **IMPROVEMENTS TO THE PROGRAMS**

Amendments to the Urban Beautification Policy have been attached to this report (Attachment 3) and comprise the following:

1. Greater alignment of the eligibility boundary with the Central Peninsula Neighbourhood Plan (i.e. including City Road area). . The Central Peninsula boundary is considered the primary area and extending the eligibility boundary to the Neighbourhood Plan area (minus transportation corridors), will assist with the Plan's implementation;
2. Introducing eligibility of exterior painting for side yard facades where there is a gap in the urban fabric;
3. Simplifying scoring system of projects, introducing administrative improvements, and better coordinating program with Heritage Conservation Grants (e.g. deadline for all work and receipts is now the same as Heritage, November 30<sup>th</sup> of each year).

Amendments to the Urban Development Incentives Program have been attached to this report (Attachment 4) and comprise the following. These changes were based on a combination of administrative and budgeting improvements identified by staff as well as customer feedback garnered over the three year pilot related to making the payment process more efficient:

1. Calculation of grant amount is estimated as per the base grant formula, which frees the City from commitment to a 5 year payment schedule and ensures that the amount paid out will not be higher than the incremental revenue received to the Reserve Fund;
2. Calculation of grant amount will attribute more value to commercial then to residential;
3. Removing the \$150,000 cap to allow for larger projects to participate in the Program;
4. Providing equal grant payments for market and non-market housing projects;
5. Simplifying the policy framework and application requirements so that it is easier for investors to understand and make decisions and it is more efficient for the City to administer.

The policies attached to this report provide an updated version of the documents, without all the track changes that occurred to the document. Staff have assembled a more detailed breakdown of all changes to the policies in Attachment 5.

## CONCLUSION

Continuing to encourage development of underutilized spaces will be a key ingredient in the ongoing revitalization of the city's urban core. The amendments attached to this report are anticipated to create greater financial sustainability for the Urban Development Incentive Program and will enable Council to maintain the base Program on a year to year basis. The additional grants included in the Development Incentive Program, (i.e. Construction Challenges Grant and Build Permit Grant), along with the Urban Beautification Program, will continue to be dealt with through the budgetary process. Moreover, these improvements will allow future changes to more easily be facilitated, such as focusing on a new area of the City at such time as it is determined incentives are no longer needed to stimulate growth on the Central Peninsula.

Most importantly, the proposed changes to the Beautification Program and the Development Incentive Program were identified to make the programs more customer-centric, in terms of enhancing simplicity of the programs and scale of projects that may receive funding. The Growth and Community Development Service Area is committed to customer service excellence, and will continue investigating opportunities to improve and enhance its services to the public. These customer-centric changes are also intended to enhance the City of Saint John's ability to yield greater tax base growth through the encouragement of additional development in the Central Peninsula.

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

Common Council, through adoption of the General Fund operating budget, allocated \$50,000 to the Urban Beautification Program and \$170,000 to the Urban Development Incentive Program for 2019.

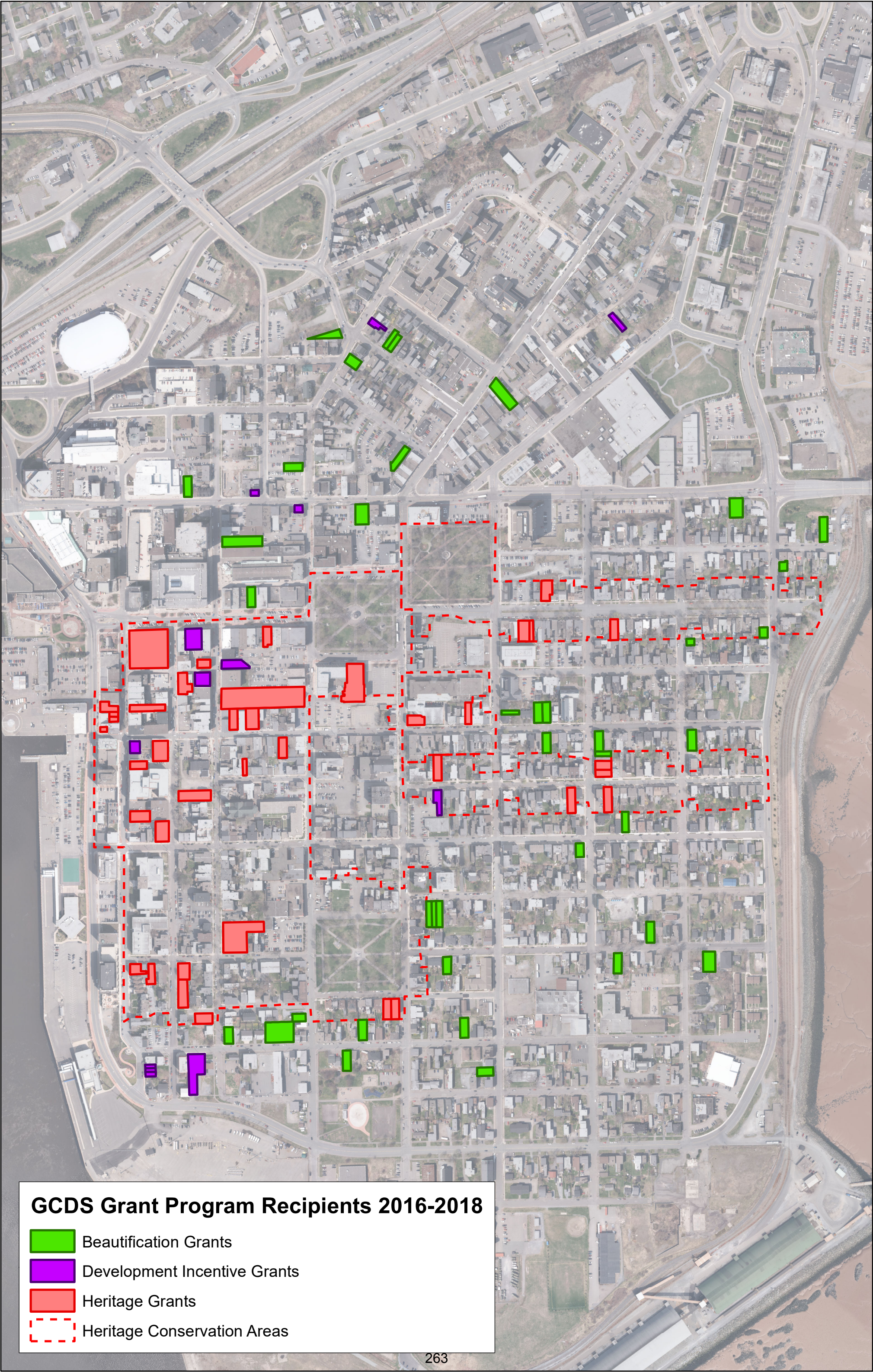
## ***INPUT FROM OTHER SERVICE AREAS AND STAKEHOLDERS***

Policy amendments were reviewed by the Solicitor's Office, Finance and Administrative Services, as well as DevelopSJ for input.

## ***ATTACHMENTS***

Attachment 1 – Map of Grant Program Recipients (2016-2018)  
Attachment 2 – Urban Development Incentive and Urban Beautification Pilot Program Evaluation (2016-2018)  
Attachment 3 – Urban Beautification Grant Program Policy (2019)  
Attachment 4 – Urban Development Incentives Policy (2019)  
Attachment 5 – Detailed List of Changes for Urban Development Incentives Policy (2016-2019)









# Growth Committee: Beautification and Development Incentives Programs

March 21, 2019



SAINT JOHN

# Outline

- Background
- Beautification Program Performance
- Development Incentives Program Performance
- Recommendations



# Background – The Central Peninsula

- .66% of land mass but 12.68% of taxes
  - Potential to further maximize tax revenue while driving density in the core





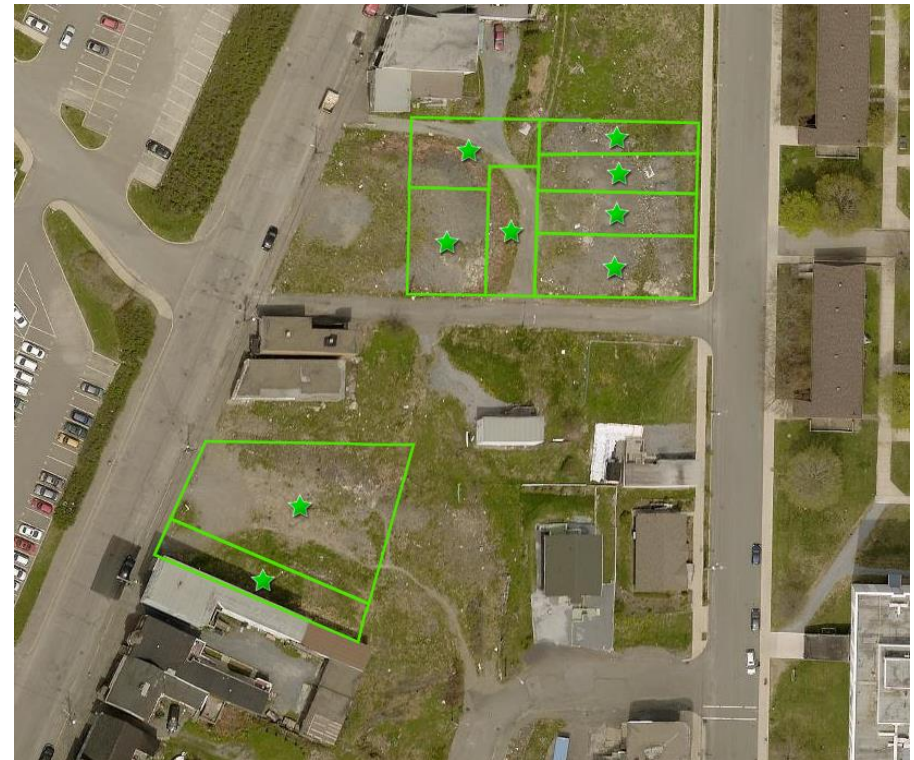
# Background – The Central Peninsula

- Estimated 280 vacant lots
  - Population growth in the Uptown but challenges remain at the top and bottom of peninsula (Waterloo Village/South End)



# Background – The Central Peninsula

- 31% of the dangerous and derelict building list is on the Central Peninsula (60 cases)
- Approximately 70 buildings assessed below \$70k
  - **Need for new housing stock for all levels of income/demographics**





# Background - Types of Projects

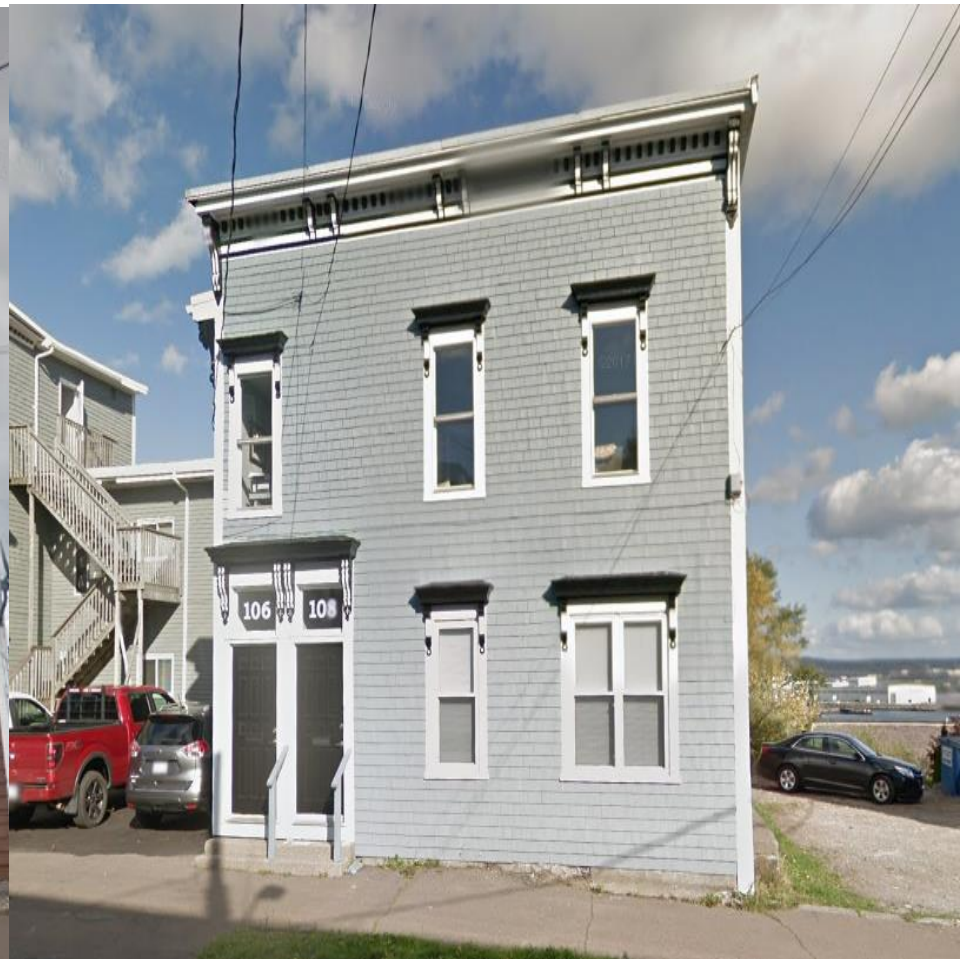


# Beautification Program Performance

<b>Number of projects:</b>	41
<b>Total amount paid out:</b>	\$95,781
<b>Total Investment Leveraged:</b>	\$551,636



# Beautification Program Performance





# Beautification Program Performance





# Beautification Program Performance



10



273



SAINT JOHN



# Beautification Program Performance



11



274



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# Beautification Program Performance



12



275



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# Beautification Program Performance



13



276



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# Beautification Program Performance



14



277



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# Beautification Program Performance



15

278



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# Urban Beautification Policy Amendments

- Increase eligibility to exterior painting of side yards under certain circumstances
- Align eligibility area to Central Peninsula Neighbourhood Plan
- Improve administration of program



# Program Performance – Development Incentives

<b>Projected Total # of Units:</b>	71
• Semi/townhouse:	3 / 71
• Apt/condo unit:	66 / 71
• Non-market housing:	2 / 71

<b>Total Number of Projects:</b>	11
• Vacant Building	7/11
• Upper Floors	3/11
• Vacant Lot	1/11

***6 Projects have been complete***



# 116 Prince William Street



Upper Floors  
Redevelopment Project:  
3 residential units  
2 commercial spaces

Grant(s):

Urban Residential Density Grant  
Construction Barriers Grant  
Total: \$99,876

Completion Date:  
2017

Est. tax increase per year:  
\$10,000 - \$11,000

# 302-306 Prince William Street



## Infill Development Project: 3 townhouse units

Grant(s):

Urban Residential Density Grant  
Construction Barriers Grant  
Total: \$28,443

Completion Date:  
2017

Est. tax increase per year:  
\$15,000 - \$15,200



# 135-139 Union Street



## Upper Floors Redevelopment Project:

1 residential unit  
1 commercial space

### Grant(s):

Urban Residential Density Grant  
Construction Barriers Grant

Total: \$14,393

Completion Date:  
2018

Est. tax increase per year:  
\$2,500 - \$2,700



# 82 Germain Street



Upper Floors  
Redevelopment Project:  
3 residential units  
1 ground floor commercial  
space

Grant(s):

Urban Residential Density Grant  
Construction Barriers Grant  
Total: \$27,366

Completion Date:

Fall 2018 – 2 units

Est. tax increase per year:  
\$4,400 - \$4,500

# 93-99 Germain Street



**Upper Floors  
Redevelopment Project:**  
8 residential units  
2 floors of commercial space

Grant(s):

Urban Residential Density Grant  
Construction Barriers Grant  
Total: \$91,049

Completion Date:  
2017

Est. tax increase per year:  
\$14,800 - \$14,825



# 1 Charlotte Street



**Vacant Building  
Redevelopment Project:**  
2 residential units  
1 floor commercial

**Grant(s):**

Urban Residential Density Grant  
Construction Barriers Grant

**Projected Completion Date:**

**2019**

# Estimated Completion of Remainder of Projects

## 2019

- 16 Orange Street
  - Vacant Building Redevelopment Project
- 23-38 King Street
  - Upper Floors Redevelopment Project
- 86 Coburg Street
  - Vacant Building Redevelopment Project
- 36 St. James Street
  - Vacant Building Redevelopment Project
- 40 Exmouth Street
  - Vacant Building Redevelopment Project







16 Orange Street

Units:

1 residential unit



Grant(s):

Urban Residential Density Grant  
Construction Barriers Grant

Projected Completion Date:

2019 (estimated)





## 23-38 King Street

25 residential units



Grant(s):

Urban Residential Density Grant  
Construction Barriers Grant

2019 (estimated)



17-10



86 Coburg Street

3 residential units

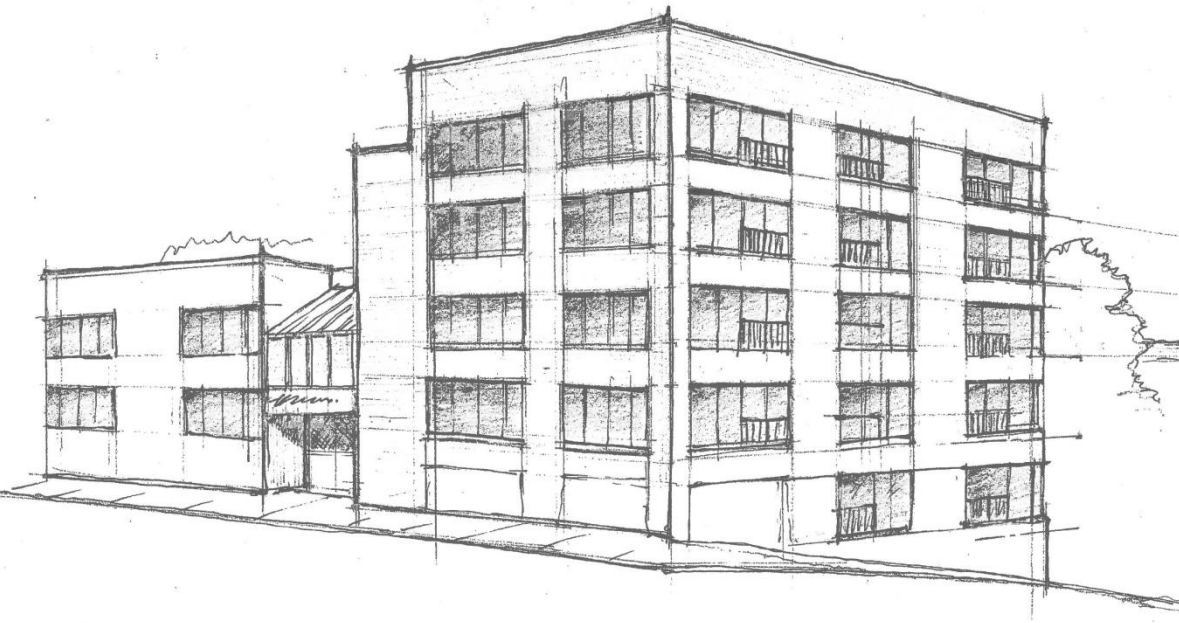


Grant(s):

Urban Residential Density Grant  
Construction Barriers Grant

2019 (estimated)

18-11



## 36 St. James Street

Units:

20 units



Grant(s):

Urban Residential Density Grant  
Construction Barriers Grant

Projected Completion Date:

2019 (estimated)



18-12



40 Exmouth Street

Units:

2 units



Grant(s):

Urban Residential Density Grant  
Construction Barriers Grant

Projected Completion Date:

2019 (estimated)



# Development Incentive Program

## Financial Performance

- Total investment leveraged: \$7,300,000
- Total grants committed: \$654,865
- Grants paid out to date: \$143,246
- Committed grants to be paid out: \$511,619





# Development Incentive Policy Amendment

Proposed Amendment	Impact
<p><b>Calculation of Grant Amount- Formula will be changed</b></p> <ul style="list-style-type: none"> <li>• No longer based on construction costs</li> <li>• Will be based on value of property after project complete</li> <li>• Value of residential and commercial will be different (more weighting on commercial)</li> </ul>	<ul style="list-style-type: none"> <li>• Calculation will be performed each year of payout.</li> <li>• Calculation will attribute more value to commercial then residential.</li> <li>• Grant Agreement will not provide fixed payment schedule over the 5 years.</li> <li>• Remove the \$150,000 cap for grant amounts that can be paid out.</li> <li>• Minimize administrative burden of the program.</li> <li>• Equalizing payments for market and non-market housing projects.</li> </ul>
<p><b>Simplifying the policy</b></p>	<ul style="list-style-type: none"> <li>• Easier for investors to understand and make decisions.</li> </ul>

# What we hope to achieve

- Eliminate any risk to pay out more than city receives in incremental revenue
- Enable larger projects
- Simplify the policy for ease of understanding and streamline the application and payment processes
- Continue to catalyze growth, increase excitement in investment opportunities, and reduce carrying cost of vacant buildings



# Recommendation

- That Growth Committee receive and file the Urban Development Incentive and Urban Beautification Pilot Program Evaluation (2016-2018) presentation;
- That Growth Committee adopt the amended Urban Beautification Grant policy and recommend for approval to Common Council;
- That Growth Committee authorize staff to proceed with amendments to the Urban Development Incentive Program for Common Council's consideration as outlined in this report.



			
Urban Beautification Policy		Policy Category: Policy	
Policy No.: 16-77.2		Implementation Procedure No.:	
Approved or Last Reviewed Date: March 2019		Next Review Date: December 2020	
Area(s) this policy applies to: Financial incentives supporting development in the Central Peninsula		Owner Service: Growth and Community Development	
Related Policy(ies): Urban Development Incentives Policy			
<div>Revision History</div> <div>December 2017</div> <div>March 2019</div>			
Date Created: March 15, 2016	Senior Leadership Review Date:	Council Approval Date:	Contact: Commissioner of Growth and Community Development

# Urban Beautification Program

## Overview

The purpose of the Urban Beautification Program is to provide incentive for people living in the Central Peninsula to invest in the beautification of the façades of their homes, or the landscaping of their front yards. The Beautification Program is designed to create an enhanced public realm in the Uptown, South End, and Waterloo Village areas. Increased reinvestment in the facades and front yards of private properties will contribute to beautification of the entire Central Peninsula, creating a more desirable place to live.

### A. Qualifying Criteria:

- i. The project is located within the boundaries outlined in Schedule 1;
- ii. Individual apartment-style condominium units will not be eligible for a grant;
- iii. All work proposed as part of a Beautification Program application must be conducted on the first four storeys of the dwelling;
- iv. Where required, all work must have an approved building permit in order to receive funding.

### B. Eligible Work:

The following work will be eligible for a grant:

- i. The front or flankage façade of a building;
- ii. Exterior painting, including any entranceways, siding, trim, moldings, porches, decks or other features of the exterior of the main building;
- iii. Siding repair, or the replacement of any siding with new siding material;
- iv. The repointing of existing brick on the exterior of the main building;
- v. The repair and/or replacement of any architectural elements of the building that are original to the design of the building, or are similar to the architectural style of the building;
- vi. The replacement or installing of any exterior windows or doors
- vii. The replacement, renovation or installation of exterior front steps, handrails or walkways;
- viii. The installation of any landscaping details including, but not limited to, sod, shrubs, trees and plant beds; and
- ix. Notwithstanding section B(i), exterior painting to a side yard façade of a property may be eligible where: (i) the adjacent lot is a vacant or surface parking lot and has a frontage of at least 11 metres, or, (ii) the side yard is occupied by surface parking with a width of least 11 metres.
- x. Any additional work not identified below as ineligible work, which incorporates decorative elements and contributes to the beautification of the property.

### C. Ineligible Work:

The following work conducted to the subject property will not be eligible for a grant:

- i. The renovation of any interior spaces;
- ii. Work that has been started prior to the submission of an application;
- iii. The replacement or repair of the roof;



- iv. Any work done to a driveway or any other parking area;
- v. Any work done to an existing or proposed detached garage;
- vi. Any exterior Improvements done to backyards, or areas not visible from the street front;
- vii. Any work involving the installation of vinyl siding, or any siding that will result in the covering of brick;
- viii. Projects receiving any funding through the Urban Development Incentives Program are not eligible.

#### D. Program Guidelines

##### i. Structure:

- a. An approved grant will provide 35% of the cost of the eligible work completed to a
  - i. maximum of \$4,000;
  - ii. Where a grant application is for both a front and flankage building façade, an approved grant will provide 35% of the cost of eligible work completed to a maximum of \$6,000.
- b. Beautification Grants will be awarded to the applicants with the highest scores, as determined by the Application Evaluation Committee, until the funds have been exhausted;
  - i. Where a grant application is deducted points by the Application Evaluation Committee, the overall value of the grant shall be reduced from 35% of the cost of eligible work according to the following formula:
  - ii. 
$$\text{Reduced Grant} = \text{Cost of Eligible Work} * 35\% * \left(1 - \frac{\text{Total Points Deducted}}{\text{Total Points Awarded}}\right)$$
  - iii. Any work undertaken on the exterior of the building or property within the same year will be included as part of the application for the purposes of determining the project score.
- c. Any application that receives a score of zero or lower will not be eligible for a
  - i. Beautification Grant.

##### ii. Distribution of Funds:

- a. The distribution of funds for an approved project will occur after a final site inspection has been conducted and it has been determined by staff that the approved work has been completed;
- b. No project will receive more than the 35% of the submitted proposal;
- c. The applicant must submit all accompanying receipts necessary to provide proof of eligible expenses prior to November 30<sup>th</sup>.
- d. Where an applicant performs the required work for a Beautification Grant themselves, only the material costs will be eligible for reimbursement.
- e. Where work is performed by a company owned by the applicant, the City of Saint John may request formal documentation outlining both detailed material and labour costs for the project.

##### iii. Schedule:

- a. The effective date of the program is March 22, 2016;
- b. The Application Evaluation Committee will meet three times during a year, if required, for the purpose of reviewing and approving applications;
- c. The Application Evaluation Committee shall determine meeting dates, application deadlines, and any other necessary deadlines for the Program, subject to the

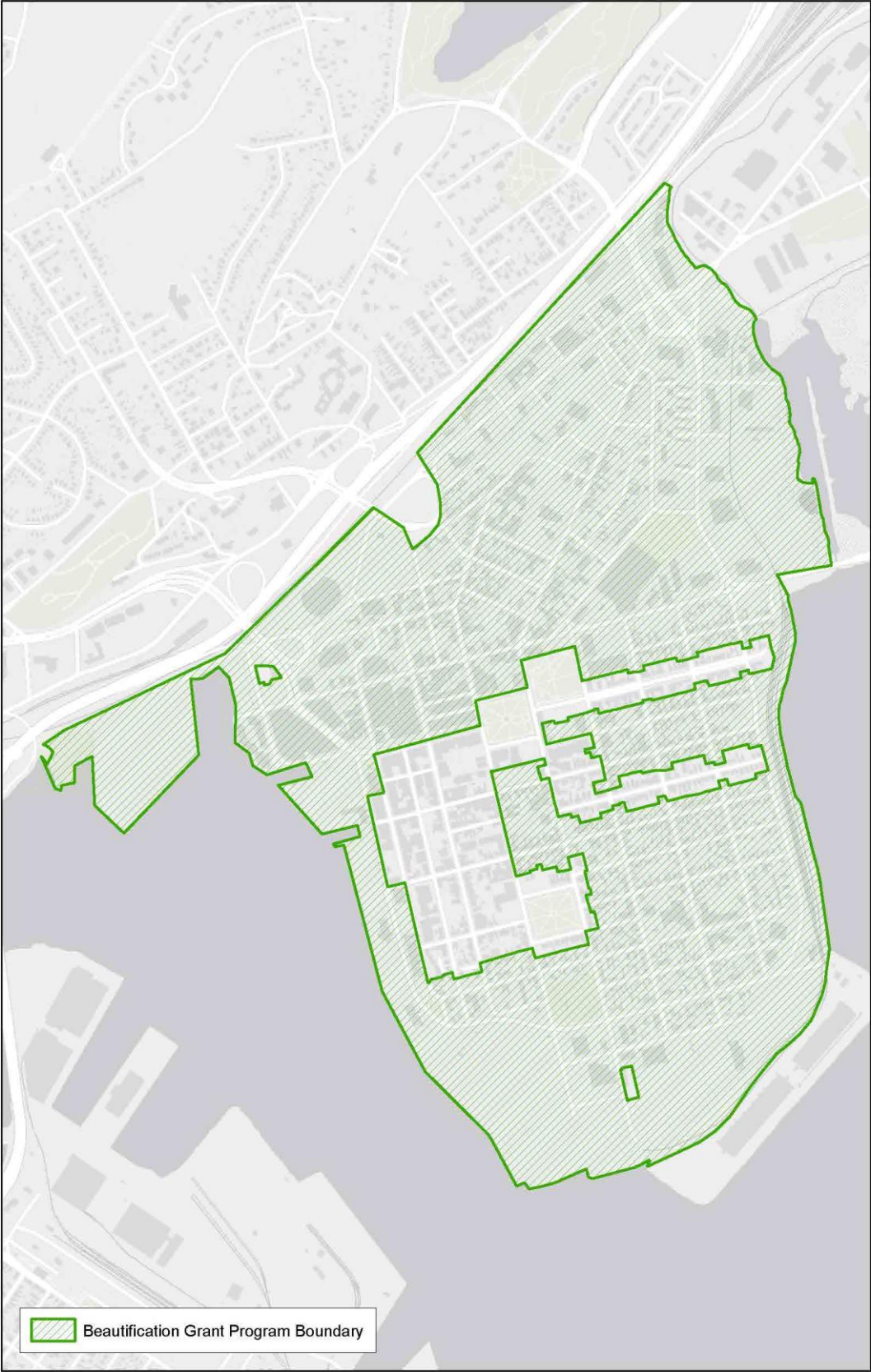
approval of the Commissioner of Community Growth and Planning;

- d. Conditionally approved grants shall be incomplete and the applicant will not be
  - i. eligible for any funding if work has not commenced within one month of the approval date;
- e. All work approved by the Committee for a Beautification Grant must be completed by
  - i. November 30;
  - ii. If the proposed work approved by the Committee for a Beautification Grant is not completed by November 30, the project will be deemed incomplete and the applicant will not be eligible to receive any funding.

iv. **Application Evaluation Committee:**

- a. The role of the Application Evaluation Committee is to provide a technical evaluation of applications in the context of the Beautification Grant Score Card (Schedule 2).
- b. The Application Evaluation Committee will consist of five technical staff members from one or more of the following City of Saint John Departments: Growth and Community Development, Finance and Administrative Service, and Communications;
- c. The members of the Application Evaluation Committee will be determined by the Commissioner of Growth and Community Development;
- d. The members of the Application Evaluation Committee may step down from their role on the Committee, or be replaced, subject to the approval of the Commissioner of Growth and Community Development.

**Schedule 1 Beautification Grant Program Boundaries**



## Schedule 2 Beautification Grant Score Card

High	Low	None	Negative
<b>Siding</b>			
<b>6 Points</b> Repairs or replaces 25% or more of the façade. Appropriate materials include: Fiber Cement; Masonry Work; Wood Siding; Shingle Siding.	<b>2 Points</b> Minor repair on 25% or less of the façade.	<b>0 Points</b> Not within scope of project.	<b>-14 Points</b> Proposes to use vinyl siding; proposes to cover exposed brick; undertakes work which creates an irregular pattern of cladding which is inconsistent with that of intact, traditional buildings along the same street.
<b>Painting</b>			
<b>4 Points</b> Painting greater than 25% of an eligible façade, with accentuation of architectural details.	<b>2 Points</b> Painting of greater than 25% of an eligible facade.	<b>0 Points</b> Not within scope of project.	<b>-5 Points</b> Painting and thereby maintaining an irregular pattern of cladding.
<b>Entryways</b>			
<b>3 Points</b> Restoring entryway using high quality materials. Restoration must include two of the following: restores original entryway; installs contextually appropriate door; installs contextually appropriate steps (including painted handrails).	<b>1 Point</b> Installs only one of the previous items.	<b>0 Points</b> Not within scope of project.	<b>-3 Points</b> Installs white and/or panel steel door with no windows.
<b>Architectural Details</b>			
<b>3 Points</b> Restores original architectural detailing to façade.	<b>1 Point</b> Installation or improvements to compatible architectural detail such as window trim, lintels, cornices, brackets and other similar features.	<b>0 Points</b> Not within scope of project.	<b>-3 Points</b> Removal or original detailing without replacement using high quality materials.
<b>Windows</b>			
<b>3 Points</b> Maintains or restores fenestration pattern using high quality materials such as wood or metal clad windows.	<b>1 Point</b> Use of contextually appropriate vinyl while maintaining fenestration, proportion, and style.	<b>0 Points</b> Not within scope of project.	<b>-10 Points</b> White vinyl windows and/or storm windows which do not maintain fenestration, proportion, and style; The removal of windows and disruption of traditional fenestration patterns.
<b>Landscaping</b>			
<b>1 Point</b> Shrubs; trees; perennial gardens; new grass; box planters.	Not applicable.	<b>0 Points</b> Not within scope of project.	<b>-2 Points</b> Removal of landscaping.
<b>Total score is out of 20.</b>			



SAINT JOHN

Subject: Urban Development Incentive Grant Policy	Category: Policy
Policy No.: 16-77.1	M&C Report No.:
Effective Date:	Next Review Date: January 2020
Area(s) this policy applies to: Financial incentives supporting development in the Central Peninsula	Office Responsible for review of this Policy: Growth and Community Development
Related Instruments: Urban Beautification Grant Policy	Policy Sponsor: Commissioner of Growth and Community Development Services
	Document Pages: This document consists of 29 pages.
Revision History:	
<div style="border: 1px solid red; padding: 10px; margin: 20px auto; width: 80%;"><p style="text-align: center;">Common Clerk's Annotation for Official Record</p><p>I certify that the –Insert Title-Policy Statement was adopted by resolution of Common Council on Month-Day-Year.</p><p>I certify that the –Insert Title -Policy was approved by the City Manager on Month-day-Year</p><div style="display: flex; justify-content: space-between; margin-top: 20px;"><div style="text-align: center;"><hr style="width: 200px; border: 0; border-top: 1px solid black; margin: 0;"/> Common Clerk</div><div style="text-align: center;"><hr style="width: 200px; border: 0; border-top: 1px solid black; margin: 0;"/> Date</div></div></div>	
Contact: Andrew Reid Telephone: 506-658-4447 Email: andy.reid@saintjohn.ca	



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## POLICY STATEMENT

The City of Saint John (the “City”) supports the revitalization of the Central Peninsula to achieve the growth targets defined in PlanSJ. The purpose of the Urban Development Incentive Policy (the “Policy”) is to establish a financial incentive program to encourage developers and property owners to invest in strategic areas within the Central Peninsula (Uptown, South End, and Waterloo Village), as defined by Schedule 1 in this Policy and the goals and objectives of any future Neighbourhood Plan, by creating residential units through either new construction or the redevelopment of existing buildings.

### 1. DESCRIPTION OF PROGRAM

The purpose of the Urban Development Incentives Program is to provide financial incentives to assist with development of three types of projects that may not have otherwise occurred: (1) infill, (2) vacant buildings, and (3) upper floors. The foundation of the program and requisite for eligibility is the Residential Density Grant, which seeks to catalyze new residential growth by making use of underutilized property. Stacked on top of this grant, there are two additional grants available to assist with the cost of developing on the Central Peninsula: the Construction Challenges Grant and Building Permit Grant. The Residential Density Grant is to be funded through the Development Incentive Reserve Fund. The Construction Challenges Grant and Building Permit Grant will be funded through an annually approved budget to be accessed by eligible projects on a first-come, first-serve basis until funds are exhausted.

The goals of the grants are as follows:

- **The Residential Density Grant** is to increase residential units on the Central Peninsula through strategic types of development.
- **The Construction Challenges Grant** is intended as a supplementary grant for projects to address costs due to the unique challenges of developing on the Central Peninsula.
- **The Building Permit Grant** offers a grant to offset the cost of obtaining a Building Permit for Non-market housing projects undertaken on the Central Peninsula.

#### 1.1 DEVELOPMENT INCENTIVE RESERVE FUND

- (1) A Development Incentive Reserve Fund shall be established to finance the Urban Development Incentives Program and will operate under the following provisions:
  - a) The calculation provided in section 2.1 ***“Amount Contributed to the Development Incentive Reserve Fund”*** from each development project receiving funding through this program will be directed to the Development Incentive Reserve Fund each year to pay for the Residential Density Grant;
  - b) Where a surplus is generated by the Residential Density Grant, the surplus shall be returned to the City’s general operating budget. A surplus will be calculated as the amount remaining in the Development Incentive Reserve Fund for a project that will not be required to be paid out;

- c) Where an approved project will not be completed within the calendar year of application, money owing from the City's general operating budget for the Construction Challenges Grant and Building Permit Grant shall be carried forward into the next year. If a grant agreement is terminated, the grant funding previously committed shall be returned to the City's general operating budget.
- d) Where the estimated costs for the Construction Challenges Grant are less than specified by an approved grant agreement, any residual grant funding not issued for the project will be returned to the City's general operating budget.
- e) For any eligible infill project, where more than 50% of the ground Floor Area of an existing building on a property was demolished by the same property owner within two years of an application, the tax revenue of the building prior to demolition shall be deducted from the amount paid to the Development Incentive Fund.
- f) Payment of grant applications received from January 1, 2016 and September 1, 2018 will be paid out according to executed grant agreements made under the former Urban Development Incentive Policy, approved by Common Council on March 21<sup>st</sup>, 2016.

## 2. THE RESIDENTIAL DENSITY GRANT

The Residential Density Grant is the foundation of the incentive program and requisite to obtaining access to the additional grants within this policy. The grant is intended to strategically reduce financial barriers and leverage new private sector investment by offsetting the cost of improvements to properties. Success of the grant program will be evaluated based on the ability to encourage increased residential density, reinvestment in heritage assets and underutilized building stock, core area beautification; and, positive return on municipal investment.

### 2.1 ELIGIBILITY AMOUNTS

Calculation of the Residential Density Grant is based on the formula described below in Table A. The grant is based on the value of the building permit at the time of application. The formula provides an estimate of what the grant is calculated to be but may vary depending on the Amount Contributed to the Development Incentive Fund, as described in the Table B below.

- (1) Payments will be made over a five (5) year term based on the following formula:

**Grant Base Amount formula=**

**Building permit value x (% of commercial portion of building x 0.025 + % of residential portion of building x 0.015)**

The Grant Base amount calculated is applied to the table below to determine estimated schedule of payments over the 5 year period.

Table A - Estimated Residential Density Grant Payment Schedule		
Grant Year	Percentage of Grant	Estimated Payout
1	90%	Percentage of Grant x Grant Base Amount (calculated annually)
2	80%	
3	60%	
4	40%	
5	20%	

- (2) The amount paid out cannot be more than the amount contributed to the Development Incentive Fund as calculated below:

Table B - Amount Contributed to the Development Incentive Reserve Fund		
Grant Year	Percentage of Grant	Actual Payout
1	90%	Percentage of Grant x Incremental City Taxes (calculated annually)
2	80%	
3	60%	
4	40%	
5	20%	

## 2.2 RESIDENTIAL DENSITY GRANT CRITERIA

### GENERAL REQUIREMENTS

- (1) To be eligible for the Residential Density Grant, projects must meet all criteria (1-5) of one of the three project types (infill, upper floors, vacant building) outlined below within the Specific Requirements section below.
- (2) Projects are subject to the Urban Design Guidelines set out in any future Central Peninsula Neighbourhood Plan.
- (3) Should a project be submitted respecting a property that is in arrears respecting real property tax payments, such property shall be ineligible for consideration for a Residential Density Grant until such arrears are paid in full.

### SPECIFIC REQUIREMENTS

The Specific Requirements Table provides the specific criteria required based on the type of project undertaken. Objectives of each type of project are as follows:

- **Infill Development:** Intended to encourage new construction on vacant lots in the Central Peninsula. These types of projects provide strategically designed grants that help to offset costs and improve the financial return on developing in the Central Peninsula. The City hopes to encourage new development that increases residential density, promotes quality development and adds to the vibrancy of urban neighbourhoods.
- **Upper Floors Redevelopment:** Intended to support reinvestment in the commercial core of the Central Peninsula through residential intensification of vacant or undeveloped upper floor spaces. These types of projects provide strategically designed grants to developers that target the financial challenges of converting the upper floor spaces of the historic mixed use building stock of the Central Peninsula. The City hopes to re-invest in the preservation of its historic building stock and to enhance the vibrancy of the Uptown area as it is defined by Schedule 2 of this Policy.
- **Vacant Building Redevelopment:** Intended to encourage reinvestment in projects that address instances of urban blight and encourage increased residential density. These types of projects provide strategically designed grants that target buildings that have experienced high levels of vacancy resulting in a cycle of financial loss and the deterioration of the building. The City hopes the redevelopment of these buildings will provide quality housing.



<b>Criteria / Project Type</b>	<b>Infill Development</b>	<b>Upper Floors Redevelopment</b>	<b>Vacant Building Redevelopment</b>
1. Eligibility Boundaries	a. Located within the area as shown on Schedule 1.	a. Located within the area as shown on Schedule 2.	a. Located within the area as shown on Schedule 1.
2. Vacant Land and Vacant Buildings	b. The project must be located on a lot that has been vacant for a minimum of one (1) calendar year. <sup>1</sup>	a. The project must meet one of the following criteria:  i. The upper floor is currently used for warehousing or storage; or,  ii. The upper floor is currently vacant and comprised of Uninhabitable Floor Space.	a. The building has been vacant for more than one (1) calendar year.
3. New Residential Units	c. The project must create a minimum of 2 new residential units <sup>2</sup> .	a. The project must create a minimum of 1 new residential unit.	a. The project must create a minimum of 1 new residential unit.
4. Additional Requirements	d. Infill Development projects must be located on their own PID(s), except where the development is an addition to an existing building.	a. A minimum of 20% of the project redeveloped floor space must be residential.	a. The project must meet one of the following criteria:  i. The building has a residential property assessment of less than \$35,000 per unit, or \$70,000 for a single unit dwelling.  ii. The building's prior use or design was for an Institutional Land Use.  iii. The building has a minimum 20% Uninhabitable floor space.
5. Construction Costs	NA	a. The project has a minimum construction cost of \$50,000	a. The project has a minimum construction cost of \$50,000

<sup>1</sup> Subject to the exception that if the building was demolished and redeveloped with multiple PIDs of which a minimum 50% of the PIDs being developed have been vacant for a minimum of 1 calendar year and the PIDs being developed have a minimum lot frontage of 5.5 metres and a minimum lot area of 165 square metres.

<sup>2</sup> Subject to the exception that if the building has a height greater than 4 storeys, the building floor area must be comprised of a minimum of 40% residential floor space.

### 3. CONSTRUCTION CHALLENGES GRANT

The Construction Challenges Grant is intended as an add-on to the Residential Density Grant for projects which incur costs due to key challenges which are above and beyond standard residential construction projects. Applicants may be eligible to receive partial reimbursement of construction cost challenges upon the completion of the project. These challenges must be estimated in advance and evidenced by receipts. Consistent with the project type applied for under the Residential Density Grant, applicants may be eligible for challenges related to infill, upper floors, or vacant building projects.

#### 3.1 ELIGIBILITY AMOUNTS

Projects which involve one or more of the construction challenges as outlined in the Specific Requirements Section are eligible for the Residential Construction Challenges Grant.

- (1) The Residential Construction Challenges Grant will pay 25% of construction challenge costs, to a maximum of \$50,000, or 5% of total construction costs, whichever is less.
- (2) Evidence for construction challenge work shall be provided by the applicant upon the completion of the project and the final grant amount shall be determined at this time.

#### 3.2 CONSTRUCTION CHALLENGES GRANT CRITERIA

##### GENERAL REQUIREMENTS

- (1) To be eligible for the Construction Challenges Grant, projects must be eligible for a Residential Density Grant.
- (2) The project type selected under the Residential Density Grant shall determine any eligible construction challenges (applicants are limited to no more than one project type).
- (3) Eligible Challenges are outlined in the Specific Requirements Table section below.

##### SPECIFIC REQUIREMENTS

The table below provides guidance on specific challenges eligible as per the type of project.

Challenges / Project Type	Infill Development	Upper Floors Redevelopment	Vacant Building Redevelopment
The breaking and removal of rock outcrops as part of site preparation in excess of \$10,000 or 5% of project costs, whichever is higher.	✓	x	x
Remediation of contaminated soils.	✓	x	x
Extension of sewer services where only combined sewers exist.	✓	x	x
Installation of new or full replacement of sprinkler systems for any floor of the building.	x	✓	✓
Construction that will bring the building within Secondary Egress standards of the Building By-law.	x	✓	✓
Installation of a new elevator	x	✓	✓
Construction that will bring building within	x	✓	✓

fire separation standards of the Building By-law. <sup>3</sup>			
Removal of asbestos or lead paint.	x	✓	✓
Cutting of new windows through brick or stone.	x	✓	✓
Structural or foundation repairs in excess of \$20,000.	x	x	✓
Replacement of knob and tube electrical.	x	x	✓

## 4. THE BUILDING PERMIT GRANT

The Building Permit Grant is intended to provide targeted assistance to Non-Market Housing projects, as defined by this Policy, as a means of incentivizing mixed-income properties on the Central Peninsula.

### 4.1 ELIGIBILITY AMOUNTS

- (1) The Building Permit Grant provides a grant equal to 80% of the cost of the building permit fee for the project to a maximum of \$10,000.

### 4.2 GRANT CRITERIA

- (1) The Building Permit Grant is only available for projects eligible for the Residential Density Grant.
- (2) The Building Permit Grant is only available for Non-Market Housing projects.

---

<sup>3</sup> Eligible methods may include the following: The construction or upgrading of a service room; the construction of a fire separation greater than 1 hour; the construction of a fire wall; and non-combustible construction.

## 5. APPLICATION REVIEW, APPROVAL AND DISBURSEMENT OF GRANTS

### APPLICATION REQUIREMENTS

- (1) Applications for the Urban Development Incentive Program shall be made by completing Schedule 3, in compliance with all applicable eligibility criteria.
- (2) Applications shall be made prior to the project start date. Should a project commence prior to an application being made, the project will be ineligible for a grant under this Policy.
- (3) Applications shall include a building permit application appended to Schedule 3 – Application Form; however, all other criteria being met, an application may be submitted in advance of a building permit for the purposes of being added to a waiting list for one (1) month, thereby reserving any eligible construction challenges grant and/or building permit grant, after which time the application will be removed from the waiting list.
- (4) Applications must be submitted the same calendar year as a building permit application and the building permit shall be appended to the application form.
- (5) Projects shall generally be completed within two years, in accordance with the building permit. Projects submitted in more than one building permit phase may be allotted more time as per the executed Grant Agreement.
- (6) Legal names of the property owner(s) are required and if an applicant is acting on behalf of the owner, property authorization from the owner of the property.
- (7) All costs associated with the preparation and submission of an application under this Policy is the responsibility of the applicant. The City shall not pay any costs incurred by an applicant in the preparation and submission of an application under this Policy, or any costs incurred in relation to the execution and delivery of a grant agreement.

### REVIEW AND PAYMENT OF GRANTS

- (8) Prior to payment of any grant(s) under this Policy, the City may withhold payment should it be determined that the property taxes and/or water and sewage fees for the property have not been paid in full.
- (9) Construction Challenges Grants and Building Permit Grants will be received, reviewed, and approved on a first-come, first-serve basis until annual budgets approved by Council for this Policy have been exhausted or the Policy has been discontinued as the case may be.
- (10) Construction Challenge Cost estimates shall be evidenced by:
  - a) A cost to construct budget approved by a professional architect, engineer, or project accountant; or
  - b) Where an applicant is completing the approved work themselves and claiming only material costs, 1 set of cost estimates from a building supply store.

(11) Following the completion of the Project, the applicant shall submit evidence confirming the Construction Challenges Costs in the form of receipts for materials and work completed.

(12) The City may request an independent audit of the Construction Challenges Costs at the expense of the applicant.

#### ADMINISTRATION AND EVALUATION OF APPLICATIONS

(13) Growth and Community Development Services shall administer the Urban Development Incentive Program with the support of the Urban Development Incentive Review Committee.

- a) The role of the Development Incentive Review Committee (DIRC) is to confirm eligibility of applications in the context of the Policy criteria contained herein and as demonstrated by Schedule 3 and any supporting attachments such as plans, elevations, and building permits.
- b) The DIRC will consist of five technical staff members from one or more of the following City departments: Growth and Community Development Services, Finance and Administration, and Communications. A representative from DevelopSJ may also be assigned to the Committee.
- c) Technical staff members of the DIRC will be determined by the Commissioner of Growth and Community Development and members of the Committee may be removed or assigned by the Commissioner.

#### GRANT AGREEMENT

(14) Applicants who meet the eligibility requirements must enter into a Grant Agreement in the form as attached in Schedule 4 to this Policy in order to receive the grants contemplated by this Policy. The City's obligation to pay the grants to an applicant is subject to the terms and conditions outlined in the grant agreement.

(15) The Mayor and Clerk of the City are hereby authorized to execute grant agreements with applicants in the form as attached in Schedule 4 to this Policy when it is determined by those administering this Policy that an applicant meets all of the eligibility requirements of a grant program outlined in this Policy.

#### OTHER

(16) For applications that qualify for the Upper Floor Redevelopment or Vacant Building project type, the City may conduct an inspection of the building to confirm eligibility.

(17) The City may terminate this Policy and close the incentive program to all new applications at any point in time and for any reason.

(18) Should an applicant not be capable of meeting any of the criteria outlined in this Policy, a supplementary report, application, and grant agreement may be submitted to Common Council for consideration.



## 6. PROGRAM MONITORING AND REVIEW

- (1) This Policy is intended to be monitored on an annual basis in the form of review, evaluation, and tracking of key performance indicators.
- a. Review will be conducted by the Development Incentive Review Committee and comprise an overview of grants issued, value of construction, new tax revenue, future grant commitments, status of the Development Incentive Fund, and housing assessment of the Central Peninsula. If deemed necessary changes are required, a report will be made to Growth Committee and/or Common Council.

(Year)	\$\$ Paid Out / To be Paid Out	Est. Value of Work	Est. New Annual Tax Revenue (Completed only)
<b>Total Grants</b>			
<b>Vacant Building Grants</b>			
<b>Upper Floor Grants</b>			
<b>Infill Grants</b>			

- b. Evaluation of the program will inform annual budgeting for the program and any changes to the grants and eligibility criteria contemplated by the program.
- c. Annual key performance indicators shall be submitted to the City's dashboard for tracking program performance and consist of Grants Committed, Leveraged Investment, Number of New Residential Units, and Target of Leveraged Investment.

## 7. DEFINITIONS

The following definitions apply to this Policy:

**Basic Facilities:** Facilities as required under sections 7 and 9 of By-law Number M-14 A By- Law Respecting Standards for Maintenance and Occupancy of Buildings and Premises.

**Construction Costs:** Construction costs are the total cost of the construction of the building, including site preparation, mechanical and electrical components. Construction costs do not include:

- a) The cost of any engineering or design work;
- b) The cost of purchase of a building, land or assembly of land;
- c) The cost of demolition of existing structures;
- d) Soft costs such as legal services, financing charges, marketing and any other similar activities;
- e) Fees for municipal applications, approvals & permits;
- f) Provincial or Municipal Taxes paid during planning, construction, sale or operation of the project, including the payment of arrears to render a project eligible for funding under this Policy; and,
- g) The cost of constructing accessory buildings or structures.

**Development Incentive Reserve Fund:** This reserve fund will be used to set aside the funding requirements for the Residential Density Grants based on the *“Amount Contributed to the Development Incentive Reserve Fund” formula*.

**First Storey:** The first building storey above grade.

**Flankage Façade:** The face of a building, with multiple sides fronting onto a street, which does not contain the Main Entrance.

**Floor Area:** The total of all floor areas of a building or structure above and below grade measured between the exterior faces of the exterior walls of the building at each floor level, but does not include any area designed for parking.

**Front Façade:** The face of the building that fronts on a street and contains the Main Entrance.

**Infill Development Projects:** New building developments located on Vacant Lots.

**Institutional Land Use:** Means the following uses listed and defined within By-law Number

C.P. 111, The Zoning By-law of the City:

- |                                |                                       |
|--------------------------------|---------------------------------------|
| • Community Arena;             | • Place of Worship;                   |
| • Community Centre             | • Recreation Facility;                |
| • Community Policing Office;   | • Rehabilitation Centre;              |
| • Correctional Services;       | • School (9-12);                      |
| • Crisis Care Facility;        | • School (K-8);                       |
| • Cultural Establishment;      | • Supportive Facility;                |
| • Day Care Centre;             | • Supportive Housing;                 |
| • Emergency Services Facility; | • Technical or Vocational School; and |
| • Hospital;                    | • University or College.              |
| • Library                      |                                       |

**Main Building:** The building intended to accommodate the main use or uses permitted on a lot.

**Main Entrance:** The primary entrance used for entering and exiting the building which fronts on the street used for the civic address of the building.

**Market Housing Projects:** Means housing projects undertaken that are not receiving financial assistance under the Affordable Rental Housing Program of the Province of New Brunswick. Market housing projects exclude the following uses:

- A) Rooming houses;
- B) Special care facilities; C)  
Group homes; And
- D) Projects receiving the Province of New Brunswick's Rental Residential Rehabilitation Assistance Program funding.

**Non-Market Housing Projects:** Means housing projects that are receiving financial assistance under the Affordable Rental Housing Program of the Province of New Brunswick. Non-market housing projects exclude the following uses:

- A) Housing developments where less than 50% of units are subsidized;
- B) Special care facilities;
- C) Group homes;
- D) Rooming houses;
- E) Office space for a not-for-profit corporation.

**Project Floor Area:** The total Floor Area being redeveloped as part of a development project.

**Project Start Date, Infill Development Projects:** For Infill Development Projects, project start date means the date at which the pouring of the footings or foundation has begun.

**Project Start Date, Upper Floors and Vacant Building Redevelopment Projects:** For upper floors and Vacant Building redevelopment projects, project start date means the date at which all interior demolition associated with the proposed redevelopment has been completed and work for which a building permit was required and obtained has commenced. Projects with a construction cost greater than \$1,000,000 may identify project phases for the purpose of determining the Project Start Date. Where phases are identified the Project Start Date means the date which all interior demolition associated with the proposed redevelopment has been completed and work for which a building permit was required and obtained has commenced the first phase of the project. A phase may not be less than 20% of the Project Floor Area.

**Project Type:** Means one of three project types, as defined by the Residential Density Grant: Infill Development, Upper Floors Redevelopment, and Vacant Building Redevelopment. Applications may be eligible for no more than one project type and the project type selected on Schedule 3 shall determine eligible construction challenges for that project type.

**Reconstruct:** To build or make something again where the structural integrity, functionality or physical appearance has been compromised beyond the extent of regular maintenance of the building.

**Substantial and Persistent Vacancy:** When a building experiences vacancy rates at a level and duration of time that threatens its long term financial viability and physical maintenance.

**Townhouse:** A building containing two or more dwelling units arranged side by side each with an independent exterior entrance and separated vertically by a common wall extending from the foundation to the roof.

**Uninhabitable Floor Space:** Floor space proposed for residential conversion or upgrading that lacks Basic Facilities or is substantially damaged to the extent that new facilities must be installed or building components must be replaced or reconstructed to meet the following minimum requirements of By-law Number M-14 A By-Law Respecting Standards for Maintenance and Occupancy of Buildings and Premises:

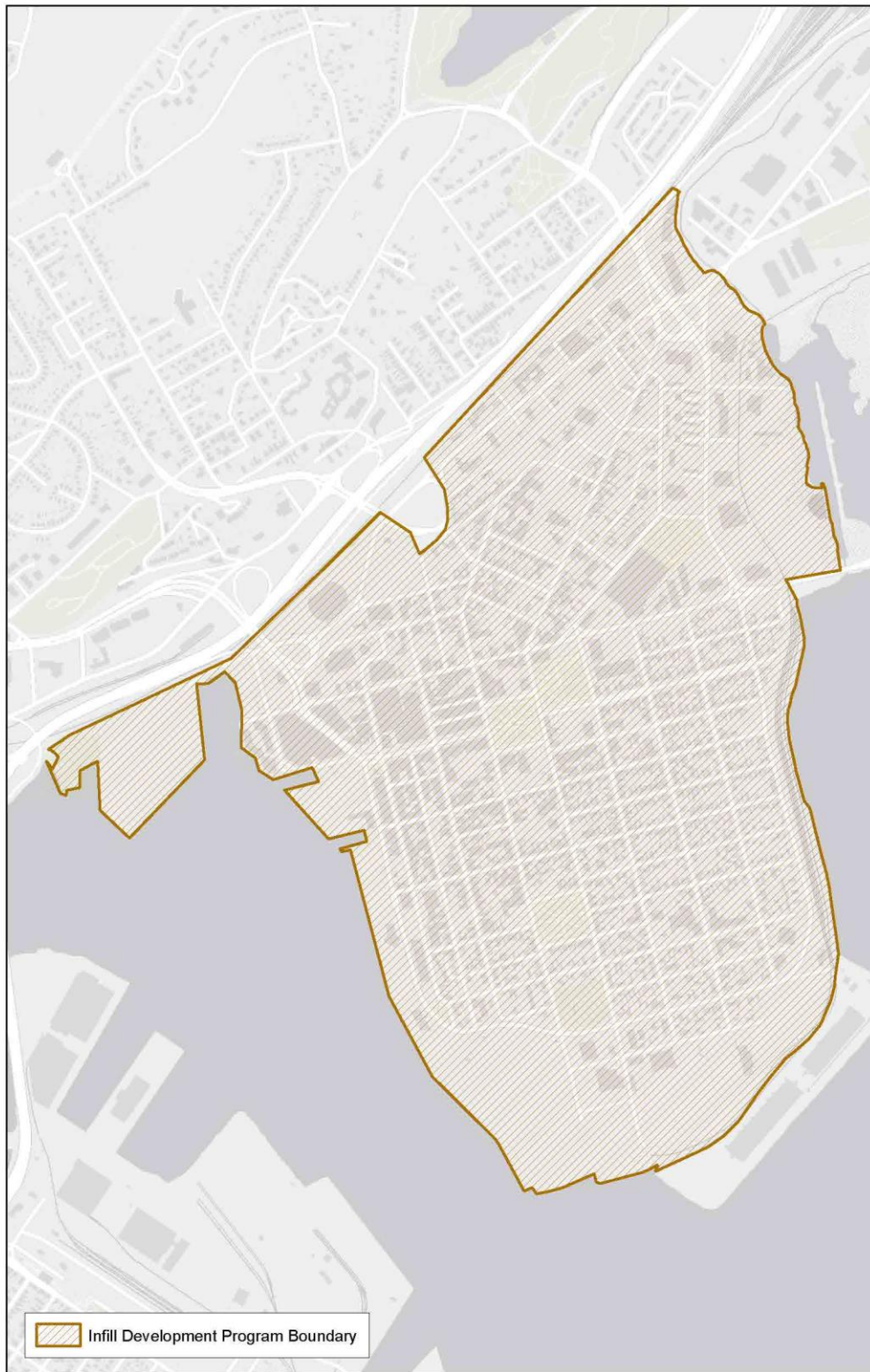
- i) Section 7, Cooking Facilities;
- ii) Section 9, Toilet, Wash and Other Sanitary Facilities;
- iii) Section 11, Fire Protection Measures;
- iv) Section 12, Egress; and
- v) Section 16, Doors and Windows.

**Vacancy Rate:** The sum of all months each residential unit of a building is unoccupied calculated as a percentage of the total number of units multiplied by 12.

**Vacant Building:** A building that is not used or occupied by an owner or tenants of that owner.

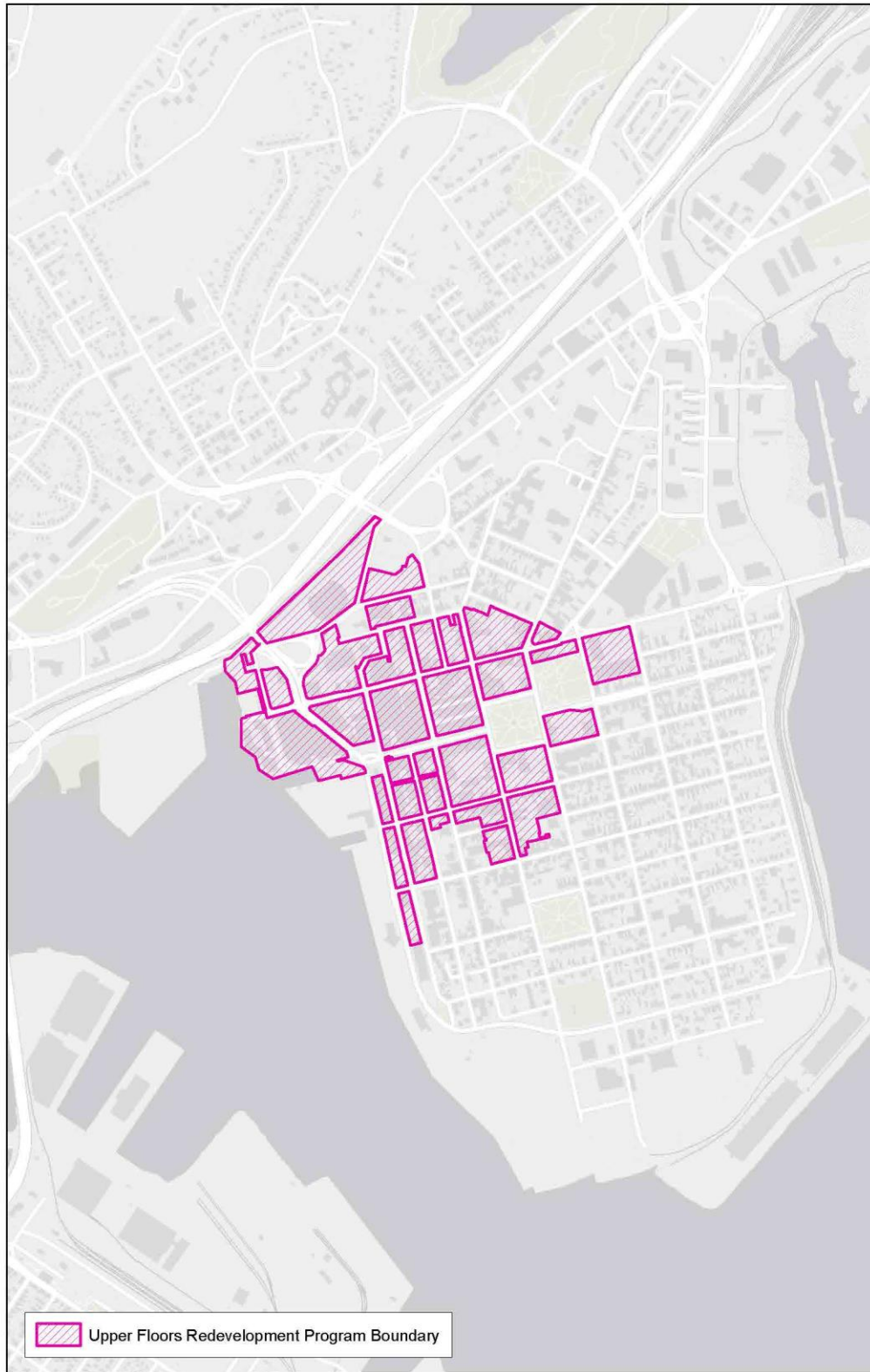
**Vacant Lot:** Land that does not contain a Main Building.

## SCHEDULE 1 – ELIGIBILITY BOUNDARY: CENTRAL PENINSULA / INFILL AND VACANT BUILDING PROJECTS





## SCHEDULE 2 – ELIGIBILITY BOUNDARY: UPPER FLOORS REDEVELOPMENT



## SCHEDULE 3 – APPLICATION FORM

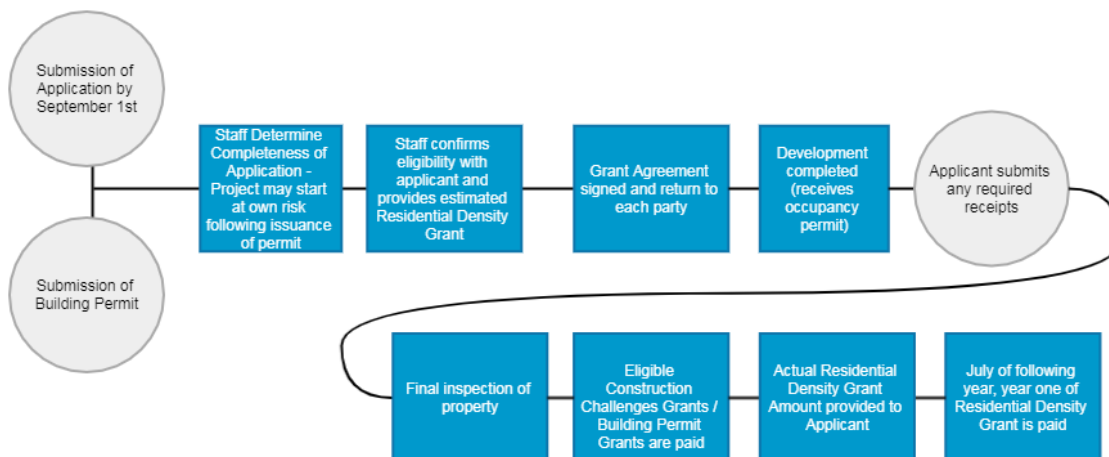
Please note the following before completing this form:

- Complete all relevant fields unless marked “If Applicable” or your application will not be considered.
- The following attachments are required to deem the application complete:
  - o Floor Plans and/or Elevation Drawings
  - o Authorization from Property Owner
  - o Construction Challenge Cost estimates (if applicable)
  - o Building Permit Application
  - o Project Schedule
- Legal names of property owners are required.
- All costs associated with the preparation and submission of an application is the responsibility of the applicants.
- Construction Cost Challenges Grants and Building Permit Grants are received, reviewed, and approved on a first-come, first-serve basis until annual budgets are exhausted.
- The City may request an independent audit of the Construction Challenges Costs at the expense of the applicant.
- The City’s acceptance of an application does not guarantee eligibility.
- Once determined eligible, projects are required to enter into a grant agreement with the City.
- For applications that qualify for the Upper Floor Redevelopment or Vacant Building project type, the City may conduct an inspection of the building to confirm eligibility.



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10th Floor - 15 Market  
Square  
Saint John, NB E2L 1E8  
[OneStop@saintjohn.ca](mailto:OneStop@saintjohn.ca)  
(506) 658-2911

### Application Steps



(aussi disponible en français)

### 1. Grants

- ☐ Residential Density Grant  
☐ Construction Challenges Grant  
☐ Building Permit Grant

### 2. Project Type and Construction Challenges (if applicable)

Choose one project type and check any challenges that apply. Estimates are required in the form of a cost to construct budget approved by a professional architect, engineer, or accountant with attached invoices.

Challenges / Project Type	Infill Development	Upper Floors Redevelopment	Vacant Building Redevelopment
The breaking and removal of rock outcrops as part of site preparation in excess of \$10,000 or 5% of project costs, whichever is higher.	<input type="checkbox"/>		
Remediation of contaminated soils.	<input type="checkbox"/>		
Extension of sewer services where only combined sewers exist.	<input type="checkbox"/>		
Installation of new or full replacement of sprinkler systems for any floor of the building.		<input type="checkbox"/>	<input type="checkbox"/>
Construction that will bring the building within Secondary Egress standards of the Building By-law.		<input type="checkbox"/>	<input type="checkbox"/>
Installation of a new elevator		<input type="checkbox"/>	<input type="checkbox"/>
Construction that will bring building within fire separation standards of the Building By-law. <sup>4</sup>		<input type="checkbox"/>	<input type="checkbox"/>
Removal of asbestos or lead paint.		<input type="checkbox"/>	<input type="checkbox"/>
Cutting of new windows through brick or stone.		<input type="checkbox"/>	<input type="checkbox"/>
Structural or foundation repairs in excess of \$20,000.		<input type="checkbox"/>	<input type="checkbox"/>
Replacement of knob and tube electrical.		<input type="checkbox"/>	<input type="checkbox"/>

### 3. Applicant/Property Owner Information

#### Property Owner

Name of Registered Property Owner

---

Mailing Address (with Postal Code)

---

Home Telephone Number

---

Work Telephone Number

---

Fax Number

---

E-mail

---

<sup>4</sup> Eligible methods may include the following: The construction or upgrading of a service room; the construction of a fire separation greater than 1 hour; the construction of a fire wall; and non-combustible construction.

**Applicant (if Applicable)**

Name of Applicant

---

Mailing Address (with Postal Code)

---

Home Telephone Number

---

Work Telephone Number

---

Fax Number

---

E-mail

---

**4. Property Information**

Location

Civic #	Street	PID
---------	--------	-----

Existing Use

---

Proposed Use

---

**5. Property Tax**

Current annual property tax

---

Estimated property taxes paid following project completion

---

Is this property in tax arrears, if so how much? (if applicable)

---

**6. Estimated Cost of Construction**

Estimated Cost of Construction Challenges

---

Estimated Cost of Construction

---

## 7. Project Description

Describe what you propose to construct and detail the history of the property, including if there have been any demolitions. (Attach additional pages if necessary).

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Are you applying for financial assistance under the Affordable Rental Housing Program of the Province of New Brunswick? Yes ☐ No ☐ If yes, how many units are eligible? \_\_\_\_\_ How many units are not eligible? \_\_\_\_\_

Is your property located within a Heritage Conservation District? Yes ☐ No ☐.

## 8. Project Schedule:

Date of Building Permit Submission: \_\_\_\_\_

Estimated Project Start Date: \_\_\_\_\_

Estimated Project Completion Date: \_\_\_\_\_

## 9. Authorization

NOTE: If the applicant is **NOT** the owner, the Owner's signature or authorization (in writing) to submit this application is required.

Signature of Applicant

\_\_\_\_\_

Signature of Owner

\_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

### For Office Use Only

Reviewed By: \_\_\_\_\_ Date: \_\_\_\_\_

Project Number: \_\_\_\_\_ Eligibility Confirmed: Yes ☐ No ☐

Wait List Number: \_\_\_\_\_



**10. Applicant's Checklist**

	<b>Complete Application Form</b>
	- Submit attachments (Floor Plans, Elevations)
	- Authorization from Property Owner
	- Provide estimate of Construction Challenges Cost (if applicable) signed off by Engineer, Accountant or Architect
	- Submit Copy of Building Permit
	- Project Schedule
	<b>Receive Letter confirming Eligibility and Payment Estimates</b>
	<b>Sign Grant Agreement</b>
	<b>Project Completed</b>
	- Submit Occupancy Permit
	- Submit Construction Challenges Receipts (if applicable)

## SCHEDULE 4 – GRANT AGREEMENT TEMPLATE

### GRANT AGREEMENT

**THIS AGREEMENT** made in duplicate this \_\_\_\_ day of \_\_\_\_\_, [2019].

BY AND BETWEEN: \_\_\_\_\_ of the  
\_\_\_\_\_ and  
Province of New Brunswick a **body corporate  
duly registered under the laws of the  
Province of New Brunswick** (hereinafter  
called the “**Developer**”)

#### OF THE FIRST PART

And

**THE CITY OF SAINT JOHN**, a body corporate  
by Royal Charter, confirmed and amended by  
Acts of the Legislature of the Province of New  
Brunswick (hereinafter called the “**City**”)

#### OF THE SECOND PART

WHEREAS the City supports the revitalization of the Central Peninsula Neighbourhood and acknowledges a need for additional financial support for residential development in this area; and

WHEREAS at its meeting held the \_\_\_\_\_ the City adopted an Urban Development Incentive Policy (“**Policy**”) to establish financial incentives to encourage developers and property owners in strategic areas within the City’s Central Peninsula to invest in the creation of new residential units through either new construction or the redevelopment of existing buildings; and

WHEREAS the Developer has applied for a the following grants:  
\_\_\_\_\_ for a

development on a property bearing PID \_\_\_\_\_ (the “**Property**”) and the proposed development meets the eligibility requirement for the said program; and

WHEREAS the Policy requires that an applicant who meets the eligibility requirement of a given Program under the Policy enter into a Grant Agreement in order to receive the Grants contemplated in a given Program;

NOW THEREFORE THIS AGREEMENT WITNESSETH that the parties hereto covenant and agree each with the other as follows:

1. The development for which the Grant[s] contemplated in this Agreement shall be paid is outlined in the prescribed application form, site plan and drawings attached hereto as Schedule “A” (hereinafter the “**Project**”).
2. The Urban Development Incentive Program is established by the Policy which is attached hereto as Schedule “B” and forms part of this agreement.
3. Construction of the Project shall begin within two (2) months of the date of the execution of the Agreement or on or before May 15<sup>th</sup> of the year this Agreement is executed, whichever is the later date.
4. Projects that are phased in nature, i.e. will require more than one building permit, must be completed and in receipt of an occupancy permit according to the following schedule:

Project Type	Required Completion Date
Projects with estimated Construction Costs below \$2,000,000.	Completed by November 1 three years following the submission of an application.
Projects with estimated Construction Costs greater than \$2,000,000.	Completed by November 1 five years following the submission of an application.

5. The Residential Density Grant shall be estimated according to (Table A, section 2.1) and will not pay out more than the amount outlined in (Table B, section 2.1) as described below. The first payment shall be made any time after the 1<sup>st</sup> of July the following year.

Table B – Amount Contributed to the Development Incentive Fund		
Grant Year	Percentage of Grant	(Percentage of Grant x Incremental City Taxes (calculated annually))

1	90%	
2	80%	
3	60%	
4	40%	
5	20%	

6. The City's obligation to pay the Residential Density Grant is conditional upon:

- a. the City completing a final inspection which confirms that the relevant incentive program eligibility criteria have been met;
  - b. the Developer being in receipt of an occupancy permit or a certificate of successful completion pursuant to the City's *Building By-Law*; and,
  - c. availability of sufficient resources in the Development Incentives Reserve Fund, as provided in the City's annual operating budget and/or replenished per the mechanism set out in the Policy.
7. The City and the Developer acknowledge and agree that the City may choose at its sole and absolute discretion to amend or cancel the Policy at any time and that funding provided to the Development Incentives Reserve Fund by the City may change in future years or be cancelled altogether. Accordingly, the City and the Developer also acknowledge and agree that funding for projects outside of the first year could be reduced or not applicable at all depending on the resources that Common Council decides to allocate to the Development Incentives Reserve Fund in any particular year. Should this occur, the Developer acknowledges that it shall have no legal recourse against the City.

**[Residential Construction Challenges Grant]**

8. **[The City shall, pursuant to the terms and conditions identified herein, pay to the Developer a Residential Construction Challenges Grant in the amount of [\$\_\_\_\_\_] following the receipt by the Developer of an occupancy permit or certificate of successful completion under the City's *Building By-Law*.]**

9. **[The City's obligation to pay the Residential Construction Challenges Grant is conditional upon:**
  - a. **the City completing an inspection which confirms that the relevant incentive program eligibility criteria have been met; and**
  - b. **the Developer being in receipt of an occupancy permit or a certificate of successful completion pursuant to the City's *Building By-Law*.]**
10. **[The City and the Developer acknowledge and agree that the City may choose at its sole and absolute discretion to amend or cancel the Policy at any time and that funding provided to the Development Incentives Reserve Fund by the City may change in future years or be cancelled altogether. Accordingly, the City and the Developer also acknowledge and agree that funding for projects outside of the first year could be reduced or not applicable at all depending on the resources that Common Council decides to allocate to the Development Incentives Reserve Fund in any particular year. Should this occur, the Developer acknowledges that it shall have no legal recourse against the City.]**
11. **[Following the completion of the Project, the applicant shall submit evidence confirming the Construction Challenges Costs in the form of receipts for materials and work completed.]**

**[Building Permit Grant]**

12. **[The City shall, pursuant to the terms and conditions identified herein, pay to the Developer for its Non-Market Housing Project a Building Permit Grant in the amount of \$\_\_\_\_\_ following receipt by the Developer of an occupancy permit or certificate of successful completion pursuant to the City's *Building By-Law*.]**
13. **[The City's obligation to pay the Building Permit Grant is conditional upon:**
  - a. **the City completing a final inspection confirming that the relevant program eligibility criteria have been met; and**



- b. **the Developer being in receipt of an occupancy permit or a certificate of successful completion pursuant to the City's Building By-Law.]**
- 14. **[The City and the Developer acknowledge and agree that the City may choose at its sole and absolute discretion to amend or cancel the Policy at any time and that funding provided to the Development Incentives Reserve Fund by the City may change in future years or be cancelled altogether. Accordingly, the City and the Developer also acknowledge and agree that funding for projects outside of the first year could be reduced or not applicable at all depending on the resources that Common Council decides to allocate to the Development Incentives Reserve Fund in any particular year. Should this occur, the Developer acknowledges that it shall have no legal recourse against the City.]tax**
- 15. Prior to the payment of any grant[s] contemplated in this Agreement and identified in this Policy, the City has the right to withhold payment should it be determined that the property taxes and/or water and sewerage fees for the Property have not been paid in full.

### **Termination**

- 16. The City may terminate this Agreement without notice upon the occurrence of one of the following events:
  - a. the Construction of the Project does not begin on the date set out at section 3;
  - b. changes are made to the design of the building during construction that do not comply with the eligibility criteria of the relevant incentive program for the grants contemplated in this Agreement; and,
  - c. Common Council, by resolution, rescinds the Policy.
- 17. This Agreement may not be assigned without the written consent of the City.
- 18. This Agreement shall be governed by the laws of the Province of New Brunswick.

19. No amendment of this Agreement is effective unless made in writing and signed by a duly authorized representative of each of the City and the Developer. No waiver of any provision of this Agreement is effective unless made in writing, and any such waiver has effect only in respect of the particular provision or circumstance stated in the waiver. No representation by either of the parties with respect to the performance of any obligation under this Agreement is capable of giving rise to an estoppel unless the representation is made in writing.
20. Each party shall be responsible for paying its own costs and expenses incurred in connection with the execution and delivery of this Agreement.
21. This Agreement shall be binding upon and enure to the benefit of the parties hereto, their respective successors and assigns.

**IN WITNESS WHEREOF** the parties hereto have caused these presence to be duly executed by the properly authorized officers and their respective corporate seals affixed hereto the day and year first above written.

SIGNED, SEALED AND DELIVERED )

in the presence of: )

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

) Name:

) Title:

)

) **THE CITY OF SAINT JOHN**

)

)

)

) \_\_\_\_\_

) Mayor

)

)

)

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

)

) Common Council Resolution:

)

)

) \_\_\_\_\_

**SCHEDULE A**  
**(Application Form)**

**SCHEDULE B**  
**(Affidavit of Corporate Execution)**

## Tracked Changes to 2016 Urban Development Incentive Policy

<b>CHANGE</b>	<b>RATIONALE</b>
Condensed Overview section	1. This background information is better placed in the report than required in policy
Updated Policy Statement	2. Now reflects forthcoming neighbourhood plan
Modified operating reserve fund	3. The purpose is now to create the development incentive fund. This will be detailed more through internal processes with finance but will in effect require annual review of property's assessed value prior to disbursement of 5 year grant amounts. 4. Added policy re: deducting cost of demolished buildings for eligible infill projects. 5. Added policy that states all grants received during 2016-2018 shall be paid according to former policy and existing grant agreements.
Grant Agreement / Other General Policies	6. Moved policy that requires applicants enter into a grant agreement and Mayor and Clerk authorization into Application Review section and Application Form schedule for clarity. 7. Removed policy indicating grant is temporary—is now to be reviewed on annual basis, though the intent is to maintain pressure on being a limited time program. 8. Removed policy on cap 9. Added affidavit form for authorization purposes. 10. Altered payment schedule so that it is not in agreement but annually made dependent on the Development Incentive Reserve Fund.
Definitions	11. Moved to end of policy for reference 12. Changed definition of Non-Market housing to allow for projects to be eligible if also receiving RRRAP funding and projects where less than 50% are subsidized (not more than).
Program Funding	13. Consolidated criteria under the 3 grants instead of programs for simplicity of readers and understanding. 14. Changed sliding scale to apply to permit valuation/incremental tax and not construction cost, it roughly works out to similar numbers but will now work in accordance with finance. 15. Non-market housing now gets paid out the same sliding scale. 16. Construction Challenges no longer are deducted from total construct cost used to calculate residential density grant.
General	17. Included criteria that property cannot be in tax arrears
Infill	18. Amended eligibility boundary to include City Road. 19. Moved up policy around demolition of buildings. 20. Removed townhouse criteria, instead referencing design guidelines. 21. Removed multi-unit building façade requirements, instead referencing design guidelines.
Upper Floors	22. No change



Vacant Building	<p>23. Removed partially vacant building due to little uptake and program's focus on larger projects.</p> <p>24. Clarified minimum building assessment as \$35k per unit</p>
Construction Challenges	<p>25. Simplified as table, no other change.</p>
Application Requirements	<p>26. Moved requirements to application form for applicant's clarity.</p> <p>27. Residential density grant no longer needs cost estimate, only construction challenges</p> <p>28. Date of submission of building permit made stronger, now as a requirement the permit must be appended to application form.</p> <p>29. Removed project completion schedule that requirements completion by November 1st two years following submission of application. This can be determined by building permit.</p> <p>30. Added provision for completion requirements for multi-phase projects.</p> <p>31. Removed policy that states no application will be accepted after September 1<sup>st</sup>.</p> <p>32. Removed (24) sale of property policy for grant agreement—never used.</p> <p>33. Removed (25) regarding submission of applications at the same time—never used.</p> <p>34. Added policy regarding taking an application to Council outside of policy.</p> <p>35. Added process flow chart and checklist for applicants.</p>



# 2019 Growth Work Plan Common Council

April 23, 2019



SAINT JOHN

# It's all about GROWTH

## WHO ENABLES GROWTH

- Everyone
- Common Council, Growth and Finance Committees
- City departments and agencies
- Provincial and federal counterparts
- Private and community sector partners

# It's all about GROWTH

## **Core municipal team delivering on growth**

- Economic Development Greater Saint John
- Develop Saint John
- Discover Saint John
- City Manager's Office
- Growth and Community Development Services

# 2018 Summary

## Key growth partners

- Uptown Saint John
- Port Saint John
- Saint John Airport
- Post Secondary Training and Labour (GNB)
- Population Growth Division (GNB)
- Atlantic Canada Opportunities Agency
- YMCA Newcomer Connections
- University of New Brunswick – Saint John
- Local Immigration Partnership
- Regional Chamber
- Opportunities New Brunswick (GNB)
- Labour Market Team (GNB)
- Saint John Newcomer Centre
- PRUDE
- Local Associations
- The Chamber
- Atlantic Human Services
- New Brunswick Community College



# 2018 Summary

Economic Development Greater Saint John 2018 Year-End Report ([March Growth Committee](#))

Develop Saint John 2018 Year-End Report ([March Growth Committee](#))

Population Growth and Growth and Community Development Services 2018 Year-End Report ([April Growth Committee](#))

Discover Saint John 2018 Year-End Report ([May Growth Committee](#))

# 2018 Summary

## Financial Overview (excluding capital)

Investment	2018 Investment
Economic Development Agencies <ul style="list-style-type: none"><li>• Develop Saint John</li><li>• Discover Saint John</li><li>• Economic Development Greater Saint John</li></ul>	\$2,329,497
Economic and Cultural Facilities <ul style="list-style-type: none"><li>• RF: Trade and Convention Centre</li><li>• RF: Harbour Station</li><li>• RF: Harbour Station</li><li>• RF: Imperial Theatre</li><li>• RF: Saint John Arts Centre</li><li>• Saint John City Market</li><li>• Market Square</li></ul>	\$4,876,776
Growth and Community Development Services	\$5,230,653
340	\$12,436,926

# 2018 Summary

## Financial Overview (Other)

Investment	Category	Total
Neighbourhood Plan	Capital funding	\$500,000
Growth Fund (\$350,00/year)*	Operating reserve	\$814,580.24

# 2018 Summary

## **Growth Reserve Update (as of Jan. 1<sup>st</sup>, 2019)**

Total: \$814,580.24

### Committed and Active

- Succeed and Stay - \$116,974 (February 2019)
- Communicating Growth - \$57,750 (Sept. 2018)
- Digital Rendering Neighborhood Plan - \$25,000 (Sept. 2018)

### Pending

- Vacant and Dangerous Building Program - \$25,000
- Heritage Development Grant - \$80,000

# 2018 Summary

- Introduction of Develop Saint John
- Development of new Economic Development Greater Saint John 2019-2021 Strategic Plan
- Adoption and implementation of Population Growth Framework
- Wrapping-up Roadmap for Smart Growth
- Impressive achievement of growth targets
- Public roll-out of initial draft of new Neighborhood Plan for the Central Peninsula and new Heritage Bylaw



	Status	 <b>2018 Projects – <u>Population</u></b>
City	Delivered	Finalize Population Growth Plan
City	Active	Launch Newcomer Guide
City	Delivered	Love your City Campaign
City	Delivered	Host welcome ceremonies for newcomers
City	Active	Dollars-and-cents case for living in City
City	Active	Conduct research on living in SJ
City	Active	Evaluate and recommend options for an arts & culture framework to link with neighbourhood revitalization
City/YMC A	Active	Newcomer success stories
SJMNR	Delivered	Enhanced process/presentation for Exploratory Visits

# Immigrant Entrepreneurs

- New Provincial Nominee Stream
  - Net Worth of at least \$600,000 CDN
  - Entrepreneurs need to invest at least \$250,000 in their business in NB
  - Create 2 new full time jobs
- 2018 Results
  - 25% Entrepreneurs selected Saint John = 56 Nominations
    - 57% Chinese, 25% Vietnam, 9% Iran, 9% other countries
    - This represents a potential of >112 new jobs and >14M in business investment



The Saint John  
Newcomers  
Centre





Le Centre  
de nouveaux arrivants  
de Saint-Jean



la  
Ruche  
Incuber une culture d'innovation et  
d'entrepreneuriat pour les nouveaux  
arrivants au Nouveau-Brunswick





	Status	 2018 Projects – <u>Population</u>
PETL	Delivered	Promote Atlantic Immigration Pilot Program to employers
Uptown SJ	Delivered	Host apartment/condo tours of Uptown
SJMNRC	Delivered	Host new Multicultural Festival in SJ
EDGSJ	Active	International Business/ Employee Relocation
PETL	Delivered	Recruitment Mission
PETL	Active	Predictive model on local job needs
Chamber	Delivered	Student mixer program
YMCA	Active	Launch Youth Retention Task Force & Youth on-ramp program
PETL	Delivered	Hiring fair enhancements
SJLIP	Active	Profile most successful immigrants

# Population Growth Framework - Trends

ATTRACT	2018	2019 Target	Status
Landings of Permanent Residents	835	1075	On Target
Percentage of Economic Immigrants	82%	70%	Exceeding Target
Net Increase of New Residents	432	>400	Exceeding Target


ENHANCE	Status
SJ LIP – Release of Settlement Strategy by 2018	Delayed – Connected to new Succeed and Stay Program

RETAIN	2018	Baseline	Status
Reduction in interprovincial migration compared to 2016 Census	-214	-795	Significant Improvement

	Status	 2018 Projects – <u>Employment</u>
EDGSJ	Delivered	New strategy and work plan
EDGSJ/ City	Active	Pursuit of Filling Unfilled Jobs initiative



	Status	 <b>2018 Projects – <u>Tax Base Growth</u></b>
City	Active	Finalize Neighborhood Plan (Urban Design Policies, Zoning By-law, PlanSJ amendments, Uptown noise framework (phase 1), rewrite of the Heritage By-law to support enhanced investment and development in central peninsula)
City	Delivered	Water Rate Analysis on Vacant Properties
City	Delivered	Vacant property and lot matching program
City	Active	Industrial raw water to the eastside
City	Active	Vacant Building Fee-for-Service Program
City	Deferred	Development Signage Policy
City	Active	Support the development of the new South End School

	Status	 <b>2018 Projects – <u>Tax Base Growth</u></b>
City	<b>Deferred</b>	Launch of the Neighbourhood Improvement Program (Targeting strategic areas of urban blight)
Develop SJ/City	<b>Active</b>	Support the redevelopment of Fundy Quay
Develop SJ/City	<b>Active</b>	Pursue properties: Lantic Sugar, 90-102 Mecklenberg, 45 Boars Head, Grannan/Canterbury

	Status	 2018 Projects – <u>Process Improvement</u>
City/ Agency	Active	Strategic Marketing Enhancements (Value Proposition)
City/ Agency	Deferred	5-10 Year Economic Plan
ESJ/City	Delivered	Smart Cities Journey
City	Active	Capital Investment Strategy for Neighbourhood Plan
Develop SJ/City/ Chamber	Delivered	Developer award program
City	Delivered	Development and distribution of growth info graphics

2018 Target	Lead	2018 Year-End Results
\$75 million tax base increase	DevelopSJ	<u>\$75* million in tax base growth</u> 55 projects / 8.6:1 ROI (10 year)
PlanSJ Geographic Targets - 95% development in PDA - 85% development in Intensification areas	GCDS	90% in PDA 59% in intensification areas
Permit Turnaround Time - Tier 1 – 5 business days - Tier 2 – 10 business days - Tier 3 – 20 business days	GCDS	Tier 1 - 3.8 Tier 2 - 8.3 Tier 3 - 9.4
Vacant and Dangerous Buildings Program - 75 resolved cases	GCDS	<u>83 total closed cases</u> 50 repaired/reoccupied (33 demolitions)
Community Standards Program - 25 resolved cases	GCDS	<u>75 total resolved cases</u>
Development Incentive Program - \$150,000 of leveraged facade upgrades / 20 projects	GCDS	<u>41 approved properties</u> \$551,636 estimated leveraged investment
Heritage Development Grant - Pay out minimum of 95% of grant budget by Nov. 30	GCDS	<u>29 approved properties</u> \$381,012 estimated leveraged investment
25 new start-ups	EDGSJ	37 start-ups
845 new and retained jobs 352	EDGSJ	<u>821 hired</u> 896 announced jobs

# 2019 Growth Outlook

## Summary of feedback from Growth Committee

- Continue focus on beautification of neighborhoods
- Celebrate our success in economic growth
- City continue to play enabling role for growth
- Our ability to grow must continue to have a link to our sustainability efforts and vice versa
- Review unnecessary obstacles to spurring growth
- Customer service excellence must be prioritized
- Maintain rigor on evaluating our progress in achieving economic growth



# 2019 Growth Projects

#	Project	Lead	Timeline
1	Outcomes associated with the sustainability working group	CM	TBD
2	Preparation and development associated with destination marketing fund	CM	Q4
3	Deliver recommendations on a new aligned economic development model for Saint John	CM	Q4
4	Begin the implementation of the Succeed and Stay Project and continuation of Population Growth Framework	GCDS	2021
5	Finalize Neighborhood Plan for the Central Peninsula	GCDS	Q4
6	Finalize new Heritage Bylaw	GCDS	Q4
7	Enhanced customer service: (1) customer centric OSDS; (2) barrier reduction; (3) process improvement	GCDS	Q4

# 2019 Growth Projects

#	Project	Lead	Timeline
8	Filling unfilled jobs	EDGSJ	Q4
9	Pursue three catalytic growth infrastructure projects	DevelopSJ/GCDS	Q4
10	Improve culture of customer service initiative(s)	CI	Q4
11	Introduce new City Hall	CI	Q4
12	Introduce new City website	IT	Q4
13	Develop and implement strategic communications framework	CM	Q4
14	Submit application to transfer local immigration partnership to the City of Saint John	GCDS	Q2

# 2019 Growth Projects

#	Project	Lead	Timeline
15	Finalization of Roadmap for Smart Growth projects	GCDS	Q4
16	Recommend renewal and updates to Development Incentive Program	GCDS	Q2
17	Recommend enhancements to the Heritage Development Grant funding and policies	GCDS	Q2
18	Digital rendering of Neighborhood Plan	GCDS	2020

# 2019 Growth Projects

## What did not make the list of projects for 2019

- Full review of Municipal Plan
- Neighborhood Plan for other areas of the City
- 10-year economic plan
- Expansion of incentive programs to other geographic areas of the City

Organization	2019 Growth Targets
<b>Economic Development Greater Saint John</b>	<ul style="list-style-type: none"> <li>• Increase in employment – from 62,500 to 64,062</li> <li>• Increase in labour force – from 66,600 to 68,265</li> <li>• Increase GDP 0.5% greater than provincial GDP</li> <li>• Increase in Consumer Confidence – from 99.1% to 100.1%</li> </ul>
<b>Develop Saint John</b>	<ul style="list-style-type: none"> <li>• Support \$50 million in tax base growth</li> </ul>
<b>Discover Saint John</b>	<ul style="list-style-type: none"> <li>• To be presented in May to Growth Committee</li> </ul>
<b>Growth and Community Development Services</b>	<ul style="list-style-type: none"> <li>• Permit Turnaround: Tier 1-5 days/Tier 2-10 days/Tier 3-20 days</li> <li>• Vacant and Dangerous Buildings Program - 75 resolved cases</li> <li>• Community Standards Program - 85 resolved cases</li> <li>• Development Grant- \$150,000 of leveraged investment through 20 projects / \$2.5 million in leveraged private sector investment (incentive program)</li> <li>• Heritage Grant- \$240,000 of leveraged investment/20 projects</li> <li>• Population Growth – Admission of 1,075 PRs / net population increase</li> </ul>
<b>City of Saint John</b>	<ul style="list-style-type: none"> <li>• Produce 20 growth improvements and 20 customer service enhancements within municipal departments</li> </ul>



# Growth Committee: What to expect?

- Continue to play role as stewards and ambassadors to growth
- Mid-year reporting from agencies and targets
- New expectation letters towards year-end
- Receive recommendations on new aligned economic development model
- Each meeting to begin with a “Growing in Saint John” presentation
- Ensure regular reporting and updating on growth activity with Common Council
- Link growth-related efforts to ongoing fiscal challenges

## COMMON COUNCIL REPORT

M&C No.	2019-100
Report Date	April 16, 2019
Meeting Date	April 23, 2019
Service Area	Growth and Community Development Services

His Worship Mayor Don Darling and Members of Common Council

***SUBJECT: Saint John Local Immigration Partnership***

### **OPEN OR CLOSED SESSION**

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

### **AUTHORIZATION**

Primary Author	Commissioner/Dept. Head	City Manager
<b>Growth Committee</b>		

### **RECOMMENDATION**

On April 16<sup>th</sup>, 2019, Growth Committee endorsed the following recommendations for Common Council's consideration:

That the City of Saint John apply to Immigration, Refugees and Citizenship Canada for funding to host the Saint John Local Immigration Partnership starting in 2020.

### **EXECUTIVE SUMMARY**

"Saint John will be a City whose population is growing because new residents from around the world across Canada and New Brunswick choose our community as their new home" – **Population Growth Framework**

#### Context

A local immigration partnership (LIP) is Federally-funded local initiative that aims to improve settlement and integration outcomes for newcomers in its host community, and to strengthen the community's ability to better meet the needs of newcomers. LIPs promote strategic alignment of its partners' plans and priorities, facilitates their collaboration across sectors, and mobilizes engagement and resources to develop effective responses to complex and persistent barriers and challenges. LIPs are not legal corporations, but are typically hosted by an agreement holder.

There are over 77 LIPs across Canada. As the primary function of a LIP is to provide a table for cross-collaboration of all local stakeholders in a community,

to avoid duplication of services, and greater local alignment in the settlement sector, the majority of LIPs are hosted by local government; the remaining LIPs in other communities are typically housed by non-profits, settlement agencies, economic development agencies, chambers of commerce, among others.

In Atlantic Canadian cities there are currently 5 LIPs. Halifax, Moncton, and St. John's are hosted by the local municipality, Fredericton is hosted by Ignite Fredericton, and Saint John LIP is currently housed by the Human Development Council (HDC).

In Saint John, HDC received federal funding in May 2017 for a period of three years from Immigration, Refugees, and Citizenship Canada (IRCC) to be the agreement holder for the Saint John Local Immigration Partnership (SJLIP). The Federal funding for SJLIP was \$87,687 in year one, \$88,805 in year two, and \$90,288 in year three for a project total of \$266,780

At the time of HDC's application for SJLIP, immigration and population growth were not identified priorities from Common Council, so HDC and corresponding partners hoped the LIP exercise would more fully invite the municipal government into the immigration landscape of Saint John. After Common Council set its priorities for 2016-2020, population growth issues became increasingly important and were officially prioritized through the Roadmap for Smart Growth exercise. This eventually led to the creation of the Population Growth Manager, and a more deliberate effort to coordinate and manage population growth efforts across the City.

#### Transitioning Local Immigration Partnership to the City

Through the Roadmap for Smart Growth and the Population Growth Framework, the City has demonstrated its commitment and leadership on supporting population growth and vision to be the most welcoming city in Canada. Housing the SJLIP within the City of Saint John will enhance the City's ability to play a coordinating and leadership role with key local partners involved in supporting and welcoming newcomers. Housing the SJLIP within the City of Saint John will also invite added synergy with the existing population growth initiatives and portfolios, including the urban planning team, population growth manager, arts and culture coordinator and the population growth officer. There are further synergies that can be found as every City Department plays an active role in facilitating growth throughout the City, and all City staff are currently receiving cultural awareness training.

As early as 2017, the HDC and the City have been working together to prepare to Transfer the existing SJLIP from HDC to the City of Saint John. The City's Population Growth Manager has been acting as co-chair of the LIP Council and has briefed them on the proposed transfer, and received their endorsement. The City and HDC have also worked collaboratively to prepare for the eventual transition of the SJLIP from HDC to the City, by aligning some key initiatives of SJLIP with that of the City's Population Growth Framework (adopted by Common Council in February 2018). In addition, over 2019, the current Project Coordinator for the SJLIP has started working partially out of City Hall, to begin the transition of the SJLIP into the City of Saint John. HDC fully supports the City's application to house the SJLIP and a letter of support from HDC can be found attached to this report.

With the approval of Council, staff intend to apply for the City of Saint John to be the agreement holder of Saint John LIP from April 1<sup>st</sup> 2020 to March 31, 2025

IRCC Application Timeline:

Application Deadline: April 30, 2019

Final Funding Decision: by August 30, 2019

Contribution Agreement or Grant Negotiation: Until February 2020

Contribution Agreement or Grant Signing: March 2020

Projects Begin April 1, 2020

In the event the City is successful in its application to house the SJLIP, it will result in approximately \$100,000/annually for five years to support the hiring of a local immigration partnership coordinator and to operate the LIP. While the contract would be for five years, there is a history amongst more mature LIPs in other parts of Canada that funding from the Government of Canada is renewed as long as the partnership continues to achieve its objectives.

***PREVIOUS RESOLUTION***

Saint John Common Council adopted the Roadmap for Smart Growth in March 2017, which included action item #9:

**"Transfer of existing local immigration partnership."** HDC to CSJ

“Strategic focus on attraction, integration, and retention of all Saint Johners is needed in the community, and our new Local Immigration Partnership will be essential in developing a longer term strategy for our community.” – Population Growth Framework

### ***STRATEGIC ALIGNMENT***

The Transfer of SJLIP aligns with the **Roadmap for Smart Growth** and the **Population Growth Framework**.

Common Council has adopted a new set of Council Priorities: 2016-2020 in early November 2016, and under the heading of “Growth and Prosperity,” the following is stated: “Saint John is recognized by residents and businesses as a positive and supportive city. We grow in a smart way and attract talent, innovation and opportunities so all people can thrive.” In addition, Council adopted key performance indicators to evaluate its ability to *Grow SJ*, including, among others: “Building permit value,” “Change in tax base assessment within the City,” “Change in population.”

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

The intended outcomes of the City of Saint John’s growth-related efforts and investments are to achieve new levels of employment, population and tax base growth.

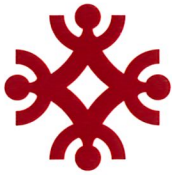
### ***INPUT FROM OTHER SERVICE AREAS AND STAKEHOLDERS***

This report was developed with the support of the Human Development Council.

### ***ATTACHMENTS***

Letter of support from Human Development Council





# Human Development Council

Identifies and addresses social issues in Greater Saint John  
through research, information, coordination and networking.

April 10, 2019

Mayor Don Darling  
City of Saint John  
PO Box 1971  
Saint John, NB  
E2L 4L1

Dear Mayor Darling,

The Saint John Human Development Council (HDC) has been pleased to host our community's Local Immigration Partnership (LIP) since 2017. As Agreement Holder with Immigration, Refugees and Citizenship Canada (IRCC), the HDC has provided oversight, office and meeting space, along with many in-kind supports to bolster the city's efforts to integrate and retain newcomers. This is in keeping with our role of incubating organizations to address issues of local concern.

We believe that the LIP has made solid progress and is on track to meet its initial three-year objectives. We also believe that it is time to embed the LIP within the City to ensure that the retention and integration of newcomers contributes to, and aligns with, Saint John's new focus on population growth. The ambitious goal of growing our population requires a coordinated, connected effort with strong municipal leadership.

Accordingly, the HDC is happy to support the City's application to IRCC for Agreement Holder status for the next round of federal funding. We are prepared to assist in the preparation of the formal application. If the City is successful, we commit to ensuring a smooth transition of the LIP to City Hall.

If you have any questions or require any additional information, please do not hesitate to contact the undersigned.

Yours truly,

Randy Hatfield  
Executive Director

## COUNCIL REPORT

M&C No.	2019-98
Report Date	April 16, 2019
Meeting Date	April 23, 2019
Service Area	Growth and Community Development Services

His Worship Mayor Don Darling and Members of Common Council

***SUBJECT: Growth Reserve Fund Request - Dangerous and Vacant Building Program***

***OPEN OR CLOSED SESSION***

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

***AUTHORIZATION***

Primary Author	Commissioner/Dept. Head	City Manager
<b><i>Growth Committee</i></b>		

***RECOMMENDATION***

Growth Committee recommends the following resolution for Common Council's consideration:

Common Council authorizes the transfer of \$25,000 from the Growth Reserve Fund to support the enhanced Dangerous and Vacant Building Program for 2019.

***EXECUTIVE SUMMARY***

In 2017, the Dangerous and Vacant Building Program was included in the Roadmap for Smart Growth to help deliver tax-base growth within the City of Saint John by eliminating dangerous, vacant buildings that negatively impact property value and compromise the safety and quality of life of citizens. The accelerated Program resolved 80 cases in 2017.

In 2018, the Program's momentum continued with additional resources allocated to enhance the program's mandate which included a focused approach in the City's North End. In 2018, 83 cases were resolved.

The following report will provide a 2018 year-end Program update, in addition to providing 2019 targets given the same level of funding as 2018.

## **PREVIOUS RESOLUTION**

On September 10, 2018, Common Council adopted the following resolution:

“RESOLVED that as recommended by the City Manager in the submitted report, M&C2018- 256: Growth Reserve Fund Request Common Council authorizes the transfer of up to a maximum of \$200,000 from the Growth Reserve Fund towards Growth and Community Development Services to support the pursuit of growth - related activities.”

This investment included \$25,000 to deliver an additional 10 notices to comply under the Vacant and Dangerous Buildings Program in 2018 and continue efforts to encourage more repair and reoccupation of buildings.

## **REPORT**

### **2018 Dangerous and Vacant Building Program Results**

Aggressive, strategic targets, a temporary professional resource and a focused, streamlined approach were key components to the success of the enhanced Dangerous and Vacant Building Program in 2018. Public response to the accelerated Program continues to be extremely positive. The success of 2018 was made possible with the additional temporary resource allocated to the program from May – December. The extension funded by the Growth Reserve, allowed for the target number of Notices issued to increase from 25 to 35 and for the targets for demolitions and repairs to be exceeded.

The 2018 North End Focus area, which included 26 properties, saw significant results. A total of 10 buildings were demolished and 2 buildings were repaired and reoccupied. Focus in the North End will continue throughout 2019.

The table below details 2018 Program targets and year end results. A total of 83 cases were resolved in 2018, with 33 demolitions and 50 repaired and reoccupied buildings. The City completed 27 of the 33 demolitions.

<b>2018 Dangerous and Vacant Building Program</b>		
	Target	Result
Notices to Comply	35	32
Demolitions	30	33 (27 City Demolitions)
Repaired/ Reoccupied	45	50
<b>Total Closed Cases:</b>	<b>75</b>	<b>83</b>

### **2019 Dangerous and Vacant Building Program**

The Program momentum of encouraging owners of vacant and dangerous properties to repair, reoccupy or demolish buildings will continue in 2019 with a

target of 80 resolved cases. Targets have been adjusted to reflect anticipated challenges and case management predictions, which includes:

- Issuing 30 Notices to Comply, this is on par with 2018 at 32 Notices issued. Entry warrants will be required to inspect abandoned buildings or to gain entry into buildings with uncooperative owners. Active owners will also yield more discussion, negotiating and potential appeal hearings.
- Total of 30 demolitions. It is anticipated that fewer city demolitions will be required as the severity of conditions in the buildings at the top of the priority list are decreasing. Focus will remain on encouraging property owners to repair and reoccupy, in addition to encouraging owners to demolish derelict buildings themselves.
- 50 Repaired/ Reoccupied buildings. This volume is expected to remain steady with continued focus on encouraging repairs as opposed to demolishing, yielding tax-base growth. In addition, a number of buildings on the list have open building permits and are expected to be completed in 2019.

See the below table which reflects 2019 Targets for the Dangerous and Vacant Building Program.

<b>2019 Dangerous and Vacant Building Program</b>		
	2018 Results	2019 Target
Notices to Comply	32	30
Demolitions	33	30
Repaired/ Reoccupied	50	50
<b>Total Closed Cases:</b>	83	80

There are currently 190 vacant buildings on the City's monitoring list. In 2018, a high of 220 active cases was reported, with an average case load of approximately 200 in the past few years. Although it appears as minimal progress, the program is trending in the right direction with the quality of buildings on the list improving. It is anticipated that a pivot of program direction will be required in the near future; from the focus on enforcement and demolitions to encouraging and spurring re-investment and revitalization of communities.

To complement the Dangerous and Vacant Building Program, the enhanced Community Standards Program has a target of 85 unsightly premises clean-ups for 2019 and achieved 75 clean-ups in 2018.

### **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 included in this report, in addition to:

As per section 143(1) of the Local Governance Act, City staff submitted reimbursement packages to the Province of New Brunswick in December for 2018 demolition and unsightly clean-up bills left unpaid. In total, 22 properties were submitted for reimbursement and all were approved by the Province, resulting in reimbursement in the amount of \$304,833.89, which will be paid to the City in the March transfer payments.

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

N/A

### ***ATTACHMENTS***

Presentation





# Dangerous & Vacant Building Program

Growth Committee

April 16, 2019

Rachel Van Wart, PEng & Amy Poffenroth, PEng MBA



# 2018 Results

## 2018 Dangerous & Vacant Building Program

Target	Results	
<b>35</b>	<b>32</b>	Notices Issued
<b>45</b>	<b>50</b>	Repaired/ Reoccupied
<b>30</b>	<b>33</b>	Demolitions (27 City Demolitions)
<b>75</b>	<b>83</b>	Cases Closed



# 2018 Results

- **2018 North End Focus Area:**
  - **26 Properties:**
    - 10 buildings demolished
    - 2 buildings repaired and reoccupied
  - Focus on the North End will continue throughout 2019.
- The severity of conditions in the buildings at the top of the priority list are decreasing.
- Case load decreasing:
  - 2019 YTD 188 active cases vs.
  - 2018 high of 220 cases



# 2019 Goals

- **Maintain service level to continue Program momentum.**
- **Demolish derelict buildings when required and spur re-investment and revitalization of communities by encouraging property owners to repair and reoccupy.**
- **2019 Targets:**
  - **30 Notices to Comply**
  - **30 Total Building Demolitions**
  - **50 Repaired and Reoccupied Buildings**
  - **Total Resolved Cases: 80**



# Recommendation

**Staff recommend that the Growth Committee adopt the following resolution for Common Council's consideration:**

***Common Council authorizes the transfer of \$25,000 from the Growth Reserve Fund to support the enhanced Dangerous and Vacant Building Program for 2019.***





# Questions



## COUNCIL REPORT

M&C No.	2019-97
Report Date	April 16, 2019
Meeting Date	April 23, 2019
Service Area	Growth and Community Development Services

His Worship Mayor Don Darling and Members of Common Council

***SUBJECT: Heritage Grant Program Budget and Policy Amendments***

***OPEN OR CLOSED SESSION***

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

***AUTHORIZATION***

Primary Author	Commissioner/Dept. Head	City Manager
<b><i>Growth Committee</i></b>		

***RECOMMENDATION***

At its meeting on March 21, 2019, the Growth Committee adopted the following resolution for Common Council's consideration:

- (1) Common Council authorize the transfer of a maximum of \$80,000 from the Growth Reserve Fund to increase the 2019 Heritage Grant Program operating budget;
- (2) Common Council approve amendments to the Heritage Grant Program Policy as outlined in this report.

***EXECUTIVE SUMMARY***

The Heritage Grant Program has seen long-term success, particularly in the past year, in assisting property owners with maintenance and character-appropriate upgrades to their designated properties. The value of work linked to these projects, the Program's return on investment, property value increases and building permit fees on projects that may not have been otherwise carried out due to financial constraints, have contributed strongly to growth objectives outlined by the City of Saint John. With the majority of designated properties existing within the Uptown area, it is expected that the demand for financial assistance through the Heritage Grant Program will continue to increase; readily surpassing the \$80,000 initial budget in 2019 as it did in 2018.

Improvements to the heritage grant program are recommended to allow for more flexibility in heritage projects, enabling more modern materials for windows to be eligible for reimbursement under the Heritage Grant program.

These improvements will significant increase demand for the program and aligned with the City's growth efforts, will reduce barriers for developers and property owners in the City's Heritage Districts. In order to stimulate additional investment, while maintaining the "first come first serve" system of allocating the grants, a funding increase is recommended from the City's Growth reserve. This approach of allocating grants is customer-focused and provides development clients added flexibility to pursue investment projects. The City's Growth reserve provides strategic funding to reinforce the success on this program and drive initiatives that support the City's growth outcomes.

The Growth Committee reviewed the recommendation from staff at its March 21, 2019 meeting, and is recommending that the Heritage Grant Program budget be increased for the remainder of 2019 based on an allocation of \$80,000 from the City's Growth reserve.

### ***PREVIOUS RESOLUTION***

On November 5, 2018, Common Council adopted a motion that the submitted report, *Heritage Grant Budget 2019*, be referred to the Growth Committee.

On September 10, 2018, Common Council adopted a motion in part transferring a one-time additional \$50,000 from the Growth Reserve Fund for increases to the Heritage Grant Program and Beautification Grant Program for the 2018 operating year.

### ***STRATEGIC ALIGNMENT***

Common Council adopted a set of Priorities for 2016-2020. Under "Growth & Prosperity," goals included the promotion of Saint John as a community to grow the residential tax base. Under "Vibrant, Safe City," goals included developing neighbourhoods through the modernization of heritage preservation processes and through streetscape beautification.

### ***REPORT***

The Heritage Development Board has requested of the Growth Committee an increase to the 2019 budget for the Heritage Grant Program to a maximum of \$200,000. It is anticipated, based on current application uptake, that the \$80,000 budget initially set will be met and surpassed before the summer: as of the date of this report, \$35,137 has been conditionally allocated (43.9% of the budget) to support \$430,215 in estimated value of work. Further, the Heritage Development Board and staff support lifting aluminum-clad wood windows from the list of ineligible work and materials in the Heritage Grant Program Policy, to be more consistent with the Board's Heritage Permit approvals. It is anticipated that in making these windows eligible for reimbursement, there will be an

increase in grant applications for that specific item and without additional funds, other projects may not be able to receive reimbursement.

## BACKGROUND

### Heritage Grant Program

The Heritage Grant Program has run on an annual basis for over 25 years. The program primarily incentivizes designated heritage property owners throughout Saint John to maintain or to make improvements to their properties using appropriate materials and techniques. Previously administered through application review by the Heritage Development Board, the administration of the program has shifted fully to staff purview since 2014 for faster service delivery. The operational budget for the program is set annually by Common Council, with mid-year increases given on occasion as needed and as available at Council's discretion.

Three categories of grants are available to applicants:

Grant	% Reimbursement	\$ Maximum
Maintenance Grant	25%	\$750 annually
Conservation Plan Grant	50%	\$1500, once
Conservation Grant (requires Conservation Plan)	25%/45%	\$7500 annually

Funds are conditionally allocated on a first-come, first-served basis and are open to repeat applicants. If the budget has been fully allocated, new applicants are placed on a wait-list for funds made available through incomplete or withdrawn projects.

### Other Grant Programs

There are two additional grant opportunities for façade improvements to complement the Heritage Grant Program. The City's Beautification Grant Program is available for properties in the Central Peninsula that do not have a heritage designation, and UptownSJ's Façade Grant Program applies in tandem to the Heritage Grant Program, for qualifying properties in the Business Improvement Area. Adjacent to those grants available for façade improvements is the Urban Development Incentives Program, which is a three-program package available for development or redevelopment of vacant buildings, lots and upper floors of mixed-use buildings.

## ANALYSIS

### Heritage Grant Program

In 2018, the Program exceeded its initial annual budget of \$80,000 in conditional approvals by July. With the increased budget in September from the \$50,000 shared with the Beautification Grant Program through the Growth Reserve Fund, the Heritage Grant Program was able to successfully allocate an additional \$21,000 in paid out funds by November 30, the end of the program year, for an end-of-year total of \$101,750, leveraging \$381,000 of work. The 2018 program initially exceeded its \$105,000 budget, leaving \$6,800 on the waitlist pending end-of-year review, however final numbers saw 97% of the budget paid out.

There were 38 applications made for 42 grants, with 34 completed grants paid out. Three applications were withdrawn and six marked as incomplete. Of the completed projects, 20 were higher value Conservation Grants, 11 were lower value Maintenance Grants, and seven were for the acquisition of Conservation Plans.

2018	#	Complete		Withdrawn		Incomplete	
<b>Total Grants</b>	42	34	80%	3	7%	6	14%
<b>Maintenance</b>	11	6	55%	2	18%	3	27%
<b>Conservation Plan Grants</b>	7	7	100%	-	-	-	-
<b>Conservation Grants</b>	24	20	83%	1	4%	3	13%

The increase in reimbursed applications for Conservation Plan Grants is a key indicator for an increase in year-after-year applications for the higher value Conservation Grants. At present, 139 properties (23% of all designated properties) have Conservation Plans on file. Of the nine grant applications made for the 2019 program to date, three are for Conservation Plan Grants, with the other six for Conservation Grants. The propensity for property owners to undertake larger and longer-term projects is increased through having a Conservation Plan. This is reflected in the number of Conservation Grant applications, the total money paid out and the estimated value of work attached to these grants.

2018	\$\$ Paid Out	Est. Value of Work	ROI	% of Est. Value
<b>Total Grants</b>	\$101,746.88	\$381,012.13	\$3.75	-
<b>Maintenance</b>	\$4,275.13	\$32,517.39	\$7.61	8.5%
<b>Conservation Plan Grants</b>	\$8,973.75	\$21,000.00	\$2.34	5.5%
<b>Conservation Grants</b>	\$88,498.00	\$327,494.74	\$3.70	86%

As shown above, of the \$381,000 in estimated value of work for 2018, 86% of that was attached to Conservation Grants, for a total of \$327,500. Conservation Grants applications also tend to see a higher rate of successful completion, due to the technical necessity of the projects for building envelope maintenance; projects such as large-scale masonry repairs and siding and sheathing replacement.

#### Aluminum-Clad Wood Windows



At present, the only windows eligible for reimbursement through either Maintenance or Conservation Grants are wood windows. It is the opinion of staff and of the Heritage Development Board that the majority of products available for replacement wood windows are not of a suitable quality given the expense and the ocean climate, often with an underperforming lifespan. As such, it has been the practice in recent years of the Board to approve applications for the use of aluminum-clad wood products from a selection of vetted manufacturers and models, a list currently up to five different manufacturers.

The Board would like to be able to bring the Heritage Grant Policy in line with its current trend of approvals to support the following considerations:

- Windows are often one of the most expensive upgrades to a property;
- Property owners have expressed an unwillingness and/or an inability to undertake window replacements without financial support;
- Window upgrades have one of the largest impacts on the energy efficiency of a building, making funds available for other improvements.
- The Beautification Grant Program, which covers all non-heritage properties in the Central Peninsula, currently provides reimbursement for aluminum-clad windows.

The reimbursement proposed will follow the same grant structure – a percentage reimbursement up to a maximum dollar value, but will see a reduced percentage. This is currently proposed at 20% to a maximum pay-out of \$7,500. This would require a property owner to spend \$37,500 before tax on their windows to receive the maximum pay-out.

Based on the 11 permits issued for aluminum-clad windows in 2018, had each application spent \$37,500 or more, heritage grant expenditure would have been \$82,500, leveraging a value of work of \$412,500. The return on investment for this grant would be 5:1, with approximately \$5,200 in attached building permit fees. This is a higher return than is typically seen through the program, which last year had an ROI of 3.75:1. Wood window repairs and replacements will remain incentivized; the repair of existing wood windows would retain a 45% reimbursement and the replacement/installation of wood windows would see a 35% reimbursement.

Based on the extrapolated city expenditure from 2018 projects, staff would recommend that this item only be implemented with the approval of the \$60,000 increase to the 2019 Heritage Grant Budget as a one-year test program. Staff would also propose that this item be made available to all heritage property

owners, not just those with conservation plans, to provide access and opportunity for buildings that would benefit most strongly.

## IMPROVEMENTS TO THE PROGRAM

Proposed amendments to the Heritage Grant Program Policy are dependent on an increased budget, but would include:

1. Eligibility for reimbursement of Board-approved aluminum-clad wood windows, with 2019 as a pilot year.
2. One-time retroactive grant upgrades for applicants who obtain a Conservation Plan in the current grant year and who received a Maintenance Grant for eligible work in the previous grant year pending end-of-year available funds.
3. Clarity around eligibility for condominium strata.

## CONCLUSION

Improvements to the heritage grant program are recommended to allow for more flexibility in heritage projects, enabling more modern materials for windows to be eligible for reimbursement under the Heritage Grants program. These improvements will significantly increase demand for the program and aligned with the City's growth efforts, will reduce barriers for developers and property owners in the City's Heritage Districts. Providing more options and opportunities for property owners will encourage growth on a broader scale, helping to further the trend of revitalization of the Central Peninsula and beyond.

In order to stimulate additional investment, while maintaining the "first come first serve" system of allocating the grants, a funding increase is recommended from the City's Growth reserve. This approach of allocating grants is customer-focused and provides development clients added flexibility to pursue investment projects. The City's Growth reserve provides strategic funding to reinforce the success on this program and drive initiatives that support the City's growth outcomes.

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

Common Council, through adoption of the General Fund operating budget, has already allocated \$80,000 to the Heritage Grant Program for 2019. The request outlined in this report, if approved, would see the Heritage Grant funding for 2019 increased to a total of \$160,000, with the additional funds coming from the

Growth Reserve Fund. The City's Growth Committee has received an update on Growth reserve funding; the reserve has available funds to support this request along with other priorities to support the City's growth outcomes.

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

The Heritage Development Board supports an increase to the Heritage Grant Program, as outlined in their report to Common Council on November 5, 2018.

***ATTACHMENTS***

1. October 3, 2018 report to Common Council from the Heritage Development Board
2. Proposed Heritage Grant Program Policy
3. Heritage Grant Program Budgets and Dispersals, 2014-2018

#### PROGRAM AIM

The *Heritage Grant Program* is an incentive program designed to encourage property owners to meet the spirit and intent of the *Saint John Heritage Conservation Areas By-Law*, as expressed in the *National Standards for Conservation of Historic Places in Canada* and Saint John's own series of *Practical Conservation Guidelines*. Heritage Grants are not construction subsidies; they are intended to assist owners to retain traditional materials and details of character-defining elements and, if necessary, replace them with new components, matching the original materials and profiles.

#### OBJECTIVES

Primary:

- To encourage retention of designated heritage buildings and their character-defining elements, including their materials and details;
- To maximize conservation of the character-defining elements of designated heritage buildings using an approach of: understanding, documenting, planning (for proposed use) and then intervening.

Secondary:

- To create employment opportunities for the citizens of Saint John;
- To discourage demolition of designated heritage buildings;
- To reduce waste and the impact on the environment by demonstrating that the greenest building is one that already exists;
- To encourage owners to undertake necessary but costly major conservation projects.

#### CATEGORIES OF GRANTS

1. **Heritage Maintenance Grant:** A grant available to any designated heritage property; also available to tenants for storefront signage. Covers 25% of approved costs, up to a maximum of \$750 annually.
2. **Heritage Window Grant:** A grant available to any designated heritage property. Covers the repair, the replacement or the reintroduction of windows based on the following percentages:
  - a) Repair of wood windows: 45% of approved costs to a maximum of \$7500 annually.
  - b) Replacement or Reintroduction of wood windows: 35% of approved costs to a maximum of \$7500 annually.
  - c) Replacement or Reintroduction of Heritage Development Board-approved aluminum-clad wood windows: 20% of approved costs to a maximum of \$7500 annually.
3. **Heritage Conservation Plan Grant:** A grant provided to offset the cost of retaining a design professional (architect or engineer) to prepare a Conservation Plan for designated heritage properties, enabling access to the Heritage Conservation Grants (below). A Conservation Plan provides the property owner with a phased plan to undertake required heritage/structural work. Covers 50% of costs, up to a maximum of \$1500.

4. **Heritage Conservation Grant:** A grant to support large conservation projects for properties which have a Conservation Plan in place. There are two levels of funding provided by the Conservation Grant, depending on the nature of the project:

- a) Minor funding: for **maintenance** work, as outlined in the Conservation Plan. Covers 25% of approved costs, up to a maximum of \$7500 annually.
- b) Major funding: for **restoration** work to original character-defining elements, and for major projects such as masonry or structural repair. Covers 45% of approved costs, up to a maximum of \$7500 annually.

5. **Upgrade Grant:** A one-time grant for property owners based on the following conditions:

- a) Work was undertaken in the previous calendar year and received a Heritage Maintenance Grant.
- b) In the active program year, the property owner has obtained a Conservation Plan. The previously reimbursed work is work detailed in the Conservation Plan.

The property owner may apply under this grant to have their Heritage Maintenance Grant reassessed as a Heritage Conservation Grant, with the difference in value paid out. These grant applications are waitlisted to November 30 and are paid out pending available end-of-year funds.

#### **ELIGIBLE PROPERTIES**

- Grants are awarded based on the Property Identification Number (PID) rather than per civic address. Each PID is eligible to receive **one grant per category per year**.
  - Notwithstanding the above, individual condominium PIDs are not eligible for grants, however condominium corporations may apply on behalf of their collective PIDs.
- Property must be a non-government owned designated heritage property located within one of the designated Saint John Heritage Conservation Areas. Refer to the *Saint John Heritage Conservation Areas By-Law* for a listing of properties. A copy of the By-Law can be found on the City's website, picked up in person at the Growth and Community Development Services office, or an official copy at the Common Clerk's office.
- Property must be covered by insurance.
- Property owner must be in good standing with the City of Saint John and shall not have unpaid property taxes.
- Property owner must not have any outstanding property-related by-law violations and/or building permit violations.

#### **ELIGIBLE WORK & MATERIALS**

- Projects must be to the exterior of the property and in accordance with the terms and conditions of a Heritage Permit.
- Projects must be completed prior to the Grant Summary Form deadline and grant funding for projects not completed by the end of the calendar year will be forfeited except in exceptional circumstances.

*Note: For appropriate materials and restoration approaches, please see the Practical Conservation Guidelines on the City's website, which can also be picked up in person at the Growth and Community Development Services offices.*

#### **INELIGIBLE WORK & MATERIALS**

- Contemporary materials such as but not limited to vinyl windows, steel doors, or vinyl siding.
- Work carried out prior to issuance of a Heritage Permit and, if required, Building Permits.



- Work related to landscaping, roof replacement, or infill construction.
- Owner-performed labour.
- Poor or defective work as identified by the Heritage Officer and/or Building Inspector.
- Reimbursement of City of Saint John Building Permit fees.

#### HERITAGE GRANT FUNDING APPLICATIONS

*Note: Application forms can be found on the City's website, or picked up in person at the Growth and Community Development Services office, 10th floor City Hall.*

- Before completing and submitting a Heritage Grant Funding Application form, applicants must first obtain a Heritage Permit and building permit (if required), and include these numbers on their Heritage Grant Funding Application form.
- The following must accompany the completed application form:
  - Heritage Permit number;
  - Building permit number (if required) for proposed work;
  - Recent photographs of all sides of the building and detailed photographs of area related to proposed work;
  - Start and end date for proposed project;
  - Signature of both the applicant and owner of the property (if different);
  - Those applying for a Heritage Conservation Grant must copy and attach page extracts from the Heritage Conservation Plan that relate to the proposed work to be funded;
  - Those applying for a Heritage Conservation Plan Grant must include the Heritage Conservation Plan;
  - Written project cost estimate.

#### REVIEW OF HERITAGE GRANT FUNDING APPLICATIONS FOR APPROVAL OR DENIAL

- Applications will be screened for basic eligibility as they are received (i.e. application package is complete and legible). Applicants will be notified promptly if their application is ineligible.
- Complete applications will be reviewed by Heritage Staff for the following:
  - Ensuring the Heritage Permit was approved;
  - If required, confirming building permit has been issued;
  - Reviewing project estimates and calculating amount of requested grant funding;
- Conditional approval will be awarded to applicants that meet the eligibility requirements. Conditional approval will be awarded in the sequence in which applications are submitted.
- Approval of a Heritage Grant Application conditionally approves the applicant for grant funding rather than guaranteeing it.
- Conditional approvals cannot exceed the Council-approved budgeted amount. If the grant requests exceed the budgeted amount, then any subsequent applicants will be placed on a waiting list in the sequence in which they applied. Applicants that are on the waiting list will submit the grant summary form upon completion of their project. Waiting list applicants will be notified by letter after the November 30 deadline about the status of their submission.

#### BUILDING INSPECTION

- A successful building inspection by Building & Inspections Services for the proposed work is required to receive grant funding (If a building permit is required).
- It is the responsibility of the grant applicant to notify the Building & Inspections Services of the project completion and arrange for inspection.
- The Building inspection should be arranged and completed prior to submission of the Grant Summary Form.

- The inspection must be completed by November 30. Allow two weeks for the inspection to be scheduled and completed.

#### HERITAGE OFFICER INSPECTION

- A successful inspection by a Heritage Officer of the City of Saint John is required to receive grant funding.
- It is the responsibility of the grant applicant to notify the Growth and Community Development Services that the project is complete and ready for inspection by the Heritage Officer.
- A Heritage inspection should be arranged and completed prior to submission of the Grant Summary Form as outlined below.
- The Heritage Officer will inspect and photograph the completed work to ensure that it shows good craftsmanship and complies with the Heritage Permit.
- The inspection must be completed by November 30. Allow two weeks for the inspection to be scheduled and completed.

#### GRANT SUMMARY FORM

- The Grant Summary Form is required to be completed and submitted once the project work related to the grant application is complete in order to receive grant funding.
- Grant Summary Forms are accepted throughout the year up until **November 30**.
- The Grant Summary Form should include the following information and attached documents:
  - Using the space provided, an itemized summary of the invoices and receipts that correspond to the work outlined in the Heritage Permit with the amounts stated pre-HST;
  - Legible photocopies of all invoices and receipts included in the summary with proof of payment;
  - Signature of the applicant, the legal owner of the property, and contractors who performed the project.
- Applicant must assert that a building inspection (if required) and heritage inspection have been requested and completed to the best of their knowledge.
- It is the responsibility of the applicant to ensure that the itemized summary is complete, accurate, and legible.
- Grant Summary Forms are reviewed when received and applicants will be notified through written communication within 60 days of submission whether the form is approved, with attached cheque, or whether it has been denied.

#### PAYMENT OR DENIAL OF GRANT FUNDING

- Whether the applicant receives grant funding depends on successful building and heritage inspections and a properly completed and approved Grant Summary Form.
- The City will release grant funding payments within 60 days after submission of the Grant Summary Form provided all requirements are met.
- Wait list applicants will be notified by letter after the November 30 deadline about the status of their submission.

#### **Heritage Services | Growth and Community Development Services**

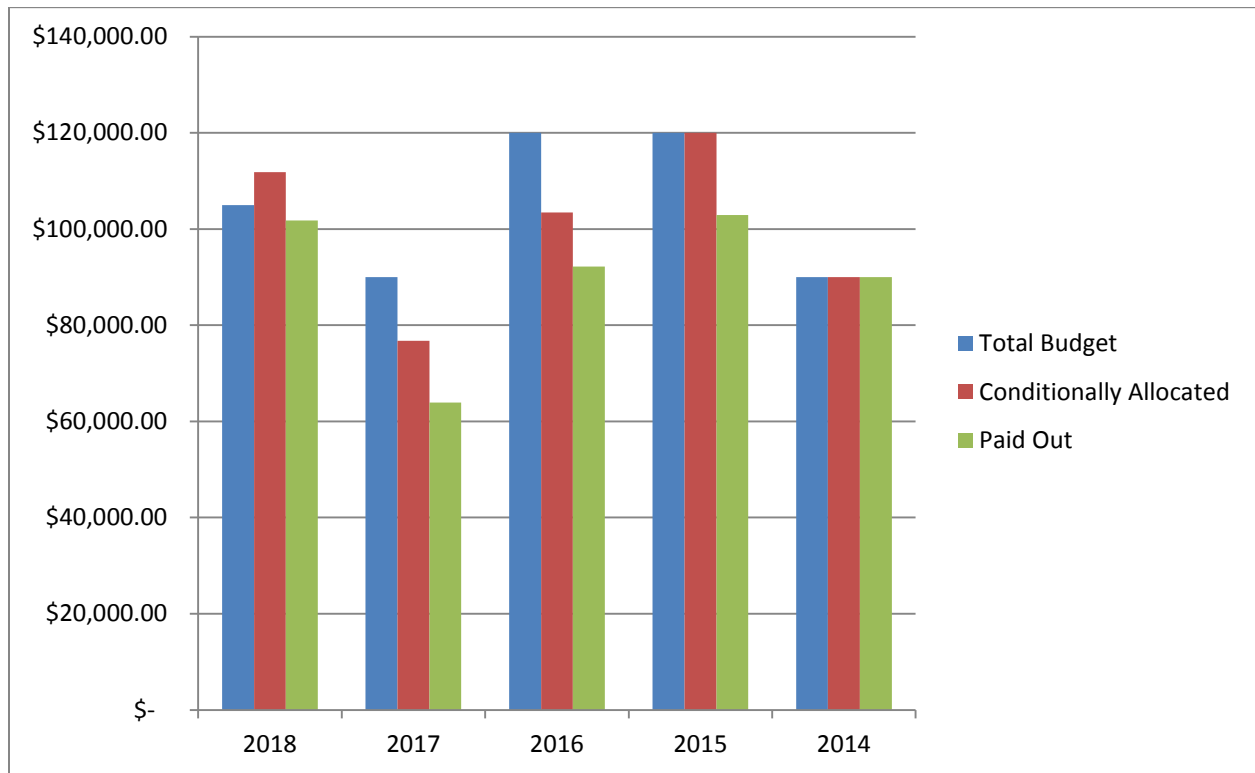
10<sup>th</sup> Floor, City Hall, P.O. Box 1971  
Saint John, New Brunswick  
E2L 4L1

If you have any questions or concerns Heritage Staff can be contacted at:

Phone: (506) 658-2835  
Fax: (506) 658-2837  
Email: [heritage@saintjohn.ca](mailto:heritage@saintjohn.ca)



## Heritage Grant Program Budgets and Dispersals, 2014-2018





The City of Saint John

16 April 2019

His Worship Mayor Don Darling  
And Members of Common Council

### **Re: Heritage Budget 2019**

At our most recent meeting of 3 April 2019 the Heritage Development Board was very pleased to hear of the Growth Committee's approval of the motion to recommend to Council an increase to the 2019 Heritage Grant Program operating budget through the Growth Reserve Fund. The Board appreciates this confidence in its ongoing efforts to encourage development in our heritage areas. If approved by Common Council, this budget will allow the Board to implement several improvements to the Heritage Grant Program Policy, notably, the inclusion of aluminum-clad wood windows as a reimbursable item.

The Heritage Development Board is confident that this approval will help further the positive trend of growth and sustainability, not only in our heritage areas, but in Saint John.

On behalf of the Heritage Development Board, thank you for your continued support.

Sincerely,

Robert Boyce  
Chair, Heritage Development Board



# City of Saint John Common Council: Heritage Grant Program

April 23, 2019



SAINT JOHN



# Background

- Incentives available to Heritage property owners for over 25 years
- Annual program budget set by Common Council
  - Increased mid-year 2018
- Program currently administered at staff level
- Complemented by:
  - CoSJ Beautification Grants (non-Heritage properties on Central Peninsula)
  - UptownSJ's Façade Grant Program (qualifying properties in the Business Improvement Area)



# Background

- Heritage Development Board requested a \$120,000 increase to the budget for 2019, bringing the total to \$200,000
- Staff recommends a \$80,000 increase (\$160,000 total budget), which was moved by Growth Committee in March
- Request based on two considerations:
  1. Increased uptake in applications
    - Over 2/3 of the budget is already conditionally allocated
    - Peak application season has not yet begun
  2. The proposed reimbursement for aluminum-clad windows
    - Popular item for Heritage Permits
    - High demand would likely use majority or all of current grant budget

# Proposed Changes to Policy

## **If \$80,000 top-up is approved:**

- Continued intake and approval of grant applications beyond original budget
- Addition of aluminum-clad windows to list of work eligible for reimbursement as one-year pilot program
  - One of the most expensive upgrades to a property
  - Often not carried out due to financial constraints
  - Benefit to energy efficiency → Savings used for other improvements
  - In line with Beautification Grant reimbursements

# Recommendations

**Growth Committee recommend that Common Council adopt the following resolution:**

- 1. Common Council authorize the transfer of a maximum of \$80,000 from the Growth Reserve Fund to increase the 2019 Heritage Grant Program operating budget;**
- 2. Common Council approve amendments to the Heritage Grant Program as outlined in the corresponding report.**

## O'Connor, Colleen

---

**From:** McAlary, Shirley  
**Sent:** April-09-19 2:00 PM  
**To:** O'Connor, Colleen  
**Subject:** Re: 2019 Hospice SunFlower Luncheon

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Hi Colleen:

This is to be placed on Open Session of Council next meeting.

Hospice Greater Saint John is hosting their 2019 SunFlower Luncheon on Wednesday, June 12th at the Market Square Atrium commencing at 11:45am. Our Guest Speaker is Mr. Derrick Stanford, President and CEO of Saint John Airport. Tickets are \$55.00 per person and tables of 10 are available. All proceeds go towards the operational costs of Bobby's Hospice House. We would love for the Mayor and Members of Council to purchase a table of tickets. We look forward to hearing from you. Thanks, Shirley

Shirley McAlary  
Deputy Mayor / Mairesse suppléante  
City of Saint John, N.B. / N.-B.  
(506) 977-3852 or (506) 648-0487





## **P.R.O. Kids Advisory Committee**

*Past Chair*  
**MATTHEW BEDARD**  
*Member*

*Chair*  
**EVAN DOUCET**  
*Quispamsis Representative*

*Vice Chair*  
**JENNIFER BROWN**  
*Member*

**PAT STEEVES**  
*Member*

**DEVIN BURNHAM**  
*Member*

**LISA CAISSIE**  
*Communications*

**JASON COURT**  
*Member*

**LAURA GOULD**  
*Member*

**COUNCILLOR SEAN CASEY**  
*Saint John Representative*

**ANDRE DUMAS**  
*Member*

**ANDREW HOLMES**  
*Member*

**COUNCILLOR PETER LEWIS**  
*Rothesay Representative*

**MARYELLE HANNAM**  
*Member*

**JORDAN TRACEY**  
*Member*

**COUNCILLOR RYAN SNODGRASS**  
*Grand Bay-Westfield Representative*

**BRAD ADAMS**  
*P.R.O. Kids Manager*

**JESSICA MCPHERSON**  
*P.R.O. Kids Support Coordinator*

## **P.R.O. Kids Annual “Fun” Raising Dinner**

P.R.O. Kids is hosting our annual ‘Fun’ raising dinner again this year and we are looking for your support. P.R.O. Kids provides the opportunity each year for hundreds of children in financial need to participate in sports and recreation programs all across Greater Saint John. Last year we supported **over 2000** kids.

All of the administrative costs of P.R.O. Kids are covered by the municipalities of Greater Saint John ensuring all proceeds of the Dinner will be used to directly support disadvantaged children. It costs P.R.O. Kids an average of \$200 to place a child in the sports or recreation activity of their choice and right now we have over **100 children** on our waitlist.

Our Dinner is always well attended by politicians of every level of Government, numerous businesses, community leaders, and members of the general public. We anticipate 300 – 400 guests at our dinner.

Location:	<b>Delta Brunswick Hotel Ballroom</b>
Date Proposed:	<b>Thursday, May 23, 2019</b>
Time:	<b>Reception at 6:00 p.m.</b>
	<b>Dinner at 7:00 p.m.</b>
Tickets:	<b>\$125.00 each</b>

Thank you for giving consideration to our request. We hope that you will partner with P.R.O. Kids to make a difference!

Sincerely,

Kathryn Davison  
Dinner Committee Chair  
P.R.O. Kids

Brad Adams  
Manager  
P.R.O. Kids



<b>P.R.O KIDS ANNUAL DINNER</b> <b>SPONSORSHIP LEVELS</b> Cash or Direct in-kind investment	<b>Title Sponsor</b> <b>\$10,000</b> 1 Available	<b>Gold</b> <b>\$5,000</b>	<b>Silver</b> <b>\$2,500</b>	<b>Bronze</b> <b>\$1,500</b>
<b>Complimentary Dinner Tickets</b>	8 Premium Seating	8	8	8
<b>Company Ad in Dinner Program</b>	Full-Page inside cover	Full-Page	Half-Page	Quarter-Page
<b>Named in Program &amp; Verbally at Event</b>	*	*	*	*
<b>Logo Representation on City of Saint John Website &amp; P.R.O. Kids Website</b>	*	*	*	*
<b>Logo / Banner Displayed at Event</b>	On Stage	Premier Placement	*	*
<b>Pre-Event Marketing Recognition</b>	Radio, Print, Social Media & Logo with Link on Website	Print, Social Media & Logo with Link on Website	Select Print, Social Media & Logo with Link on Website	Social Media & Logo with Link on Website
<b>Arena Advertising Space in Arena of Your Choice</b>	1 Free Space and Free Sign	1 Free Space	50% Discounted Space	25% Discounted Space
<b>Invitations to VIP Mayor's Reception</b>	8	6	4	2
<b>Logo Representation in post-event Thank You Ad</b>	*	*	*	*
<b>Name displayed in the centerpiece of your table</b>	*	*	*	*
<b>Logo on Dinner Ticket &amp; Front of Program</b>	*	*	*	
<b>Opportunity for promotional item distribution to attendees – (Items subject to Approval of P.R.O. Kids)</b>	*	*		
<b>Opportunity to welcome guests or speak at event</b>	*			
<b>Exclusive recognition in the title of the event</b>	*			

## CORPORATE TABLE SPONSORSHIP

- One table for eight (8) guests
- Name in program
- Name displayed in the centerpiece of your table

## AUCTION ITEM DONATION

- Name in program
- Name displayed on silent auction bid sheet or name announced by auctioneer for items selected for live auction. Live auction items will be chosen by the auctioneer.

*Proudly Supported By*



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## THE MAIN EVENT

The Boys & Girls Club of Saint John is excited to announce 3rd annual *Taste of the Maritimes*!

On Saturday, May 11, 2019 come celebrate the joys of food, samples, entertainment and silent and live auction at the Marco Polo Cruise Ship Terminal from 6 pm to 10 pm. Located at 111 Water Street.

This is a foodie's dream with parties that range from BBQ to gourmet fare, wine and beer tastings, and cuisine for any palate. *Taste of the Maritimes* seeks to satisfy every appetite.

Spread through the Marco Polo Cruise Ship Terminal will be fantastic restaurants, wineries, breweries, students, artists, unique vendors, and opportunities for unforgettable experiences. This is the backbone of our event, and what makes us so delicious and one-of-a-kind.

## OUR 2019 VENDOR LIST!

### Updated Weekly

Thandi's

Cask & Kettle

First City Brewing

Grannan's

Lily's Cafe

Kredl's

Zesty Lemon

Moosehead

McCafe

NBCC Culinary Students competition sponsored by Crosby's

Wild Flours Sweets & Treats

Pollen Angels

Reserving Falls

Stone Soup

Kebab House

Oatcakes Society

Cynfully Delicious

Gahan House

Mother Natures/Vivaldi's

Britt's  
Shadow Lawn  
Let's Hummus  
Sobeys  
Taste of Egypt  
The Simple Pantry

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## TICKETS

### PURCHASE TICKETS ONLINE

#### VIP Admission

**\$100**

With a VIP Admission you will be admitted into the event at 5:00 pm, an hour before the rest of the crowd. Enjoy the event with only 100 other attendees. Enjoy the samples of the evening. Our VIP's are entered into exclusive door prizes and receive a complimentary drink from our bar.

VIP is sponsored by CAA Maritimes

#### Regular Admission

**\$75**

The event starts at 6:00 pm for those with regular admission tickets. Enjoy a sample of food from vendors all over Southern New Brunswick!

Tickets will be mailed

Any tickets purchased after April 29th will be available at the door.

#### Ticket Options

Regular Admission \$75.00 CAD ▼

**Buy Now**

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