



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

Monday, November 19, 2018

6:00 pm

Council Chamber

Please use Chipman Hill entrance

S'il vous plaît utiliser l'entrée Chipman Hill

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

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**City of Saint John
Common Council Meeting
Monday, November 19, 2018**

Committee of the Whole

1. Call to Order

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

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

4:00 p.m., 8th Floor Boardroom, City Hall

- 1.1 Approval of Minutes 68(1)
- 1.2 Land Matter 68(1)(d)
- 1.3 Confidential Information 68(1)(e)
- 1.4 Financial Matter 68(1)(c)
- 1.5 Land Matter 68(1)(d)
- 1.6 Financial Matter 68(1)(c)
- 1.7 Financial Matter 68(1)(c)
- 1.8 Potential Litigation 68(1)(g)



Ville de Saint John
Séance du conseil communal
Lundi 19 novembre 2018
18 h, Salle du conseil

Comité plénier

1. Ouverture de la séance

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

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

16 h – Salle de conférence, 8^e étage, hôtel de ville

- 1.1 Approbation du procès-verbal – paragraphe 68(1)
- 1.2 Question relative aux biens-fonds – alinéa 68(1)(d)
- 1.3 Question confidentielle – alinéa 68(1)(e)
- 1.4 Question financière – alinéa 68(1)(c)
- 1.5 Question relative aux biens-fonds – alinéa 68(1)(d)
- 1.6 Question financière – alinéa 68(1)(c)
- 1.7 Question financière – alinéa 68(1)(c)
- 1.8 Litige potentiel - alinéa 68(1)(g)

Séance ordinaire

1. Ouverture de la séance

2. Approbation du procès-verbal

- 2.1 Procès-verbal du 5 novembre 2018

3. Adoption de l'ordre du jour

4. Divulgations de conflits d'intérêts

5. Questions soumises à l'approbation du conseil

- 5.1 Poste de conseiller vacant pour le quartier 3 (recommandation figurant au rapport)

- 5.2 Exécution d'un arrêté concernant les réseaux d'eau et d'égouts – Nomination d'agents d'exécution des arrêtés municipaux (recommandation figurant au rapport)
- 5.3 Nomination d'agents d'exécution des arrêtés municipaux – Arrêté concernant le contrôle des chiens (recommandation figurant au rapport)
- 5.4 Contrats de service avec les centres communautaires Carleton et Millidgeville (recommandation figurant au rapport)
- 5.5 Lancement du portail du client AquaHawk – Saint John Water (recommandation : accepter à titre informatif)
- 5.6 Bureau des commissaires de la police de Saint John – Direction pour 2018 (recommandation : accepter à titre informatif)
- 5.7 Budget de fonctionnement 2019 du Service de police de Saint John (recommandation : accepter à titre informatif)
- 5.8 Budget de fonctionnement 2019 du Centre des communications de la sécurité publique (recommandation : accepter à titre informatif)
- 5.9 Analyse de la gestion des services de déneigement T4G (recommandation figurant au rapport)
- 5.10 Centre aquatique des Jeux du Canada – Reconnaissance du soutien et financement supplémentaire (recommandation : accepter à titre informatif)
- 5.11 Entente de contribution du Fonds des petites collectivités (FPC) pour le Centre communautaire Carleton (recommandation figurant au rapport)
- 5.12 Acquisition de la flotte de remplacement – Novembre 2018 (recommandation figurant au rapport)

6. Commentaires présentés par les membres

7. Proclamation

8. Délégations et présentations

- 8.1 Zoo Cherry Brook
- 8.2 Stratégie régionale des glaces de Fundy

9. Audiences publiques – 18 h 30

10. Étude des arrêtés municipaux

- 10.1 Modification de l'Arrêté de zonage sous réserve des conditions imposées par l'article 59 – 243, chemin Loch Lomond (troisième lecture)
- 10.2 Modification de l'Arrêté de zonage sous réserve des conditions imposées par l'article 59 – 476, chemin Sandy Point (troisième lecture)

- 10.3 Arrêté concernant le contrôle des chiens dans The City of Saint John (troisième lecture)
- 10.4 Arrêté modifiant l'arrêté concernant les réseaux d'eau et d'égouts – Tarifs de 2019 (troisième lecture)
- 10.5 Modification d'un règlement sur les réseaux d'eau et d'égouts (1ère et 2e lecture)

11. Interventions des membres du conseil

12. Affaires municipales évoquées par les fonctionnaires municipaux

- 12.1 Démolition du bâtiment vacant, délabré et dangereux situé au 112, rue Victoria (NID 379628)
- 12.2 Démolition des bâtiments vacants, délabrés et dangereux situés au 194, rue Guilford (NID 362335)
- 12.3 Examen des prix de reconnaissance municipaux pour les citoyens exceptionnels

13. Rapports déposés par les comités

14. Étude des sujets écartés des résolutions en bloc

15. Correspondance générale

- 15.1 Demande de billets – Déjeuner Médaille de la paix du YMCA
- 15.2 Demande de billets – Association canadienne des constructeurs d'habitations
- 15.3 Demande de billets – Hope Empowerment Resiliency en faveur de Hestia House
- 15.4 Championnats nationaux de patinage Canadian Tire 2019 – Demande de commandite
- 15.5 Junior Achievement Nouveau Brunswick - Demande de parrainage

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
NOVEMBER 5, 2018 AT 6:30 PM
IN THE COUNCIL CHAMBER

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

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

1. Call to Order

Mayor Darling called the meeting to order and acknowledged Remembrance Day by observing a moment of silence to reflect on all those who served in war and conflicts and made the ultimate sacrifice.

2. Approval of Minutes

2.1 Minutes of October 22, 2018

Moved by Deputy Mayor McAlary, seconded by Councillor Sullivan:

RESOLVED that the minutes of the meeting of Common Council, held on October 22, 2018, be approved.

MOTION CARRIED.

3. Approval of Agenda

Moved by Deputy Mayor McAlary, seconded by Councillor MacKenzie:

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

17.1 Human Rights Complaint Matter; and

17.2 Recommended Appointments to Committees.

MOTION CARRIED.

The meeting having started at 6:30 p.m. proceeded immediately to the public hearings items 9.1 and 9.2.

4. Disclosures of Conflict of Interest

5. Consent Agenda

5.1 That pursuant to Section 14 of the Police Act of the Province of New Brunswick, the Common Council of the City of Saint John does hereby appoint the following member of the Canadian Corps of Commissionaires as By-Law Enforcement Officer with the responsibility and authority to enforce provisions of the Parking Meter By-Law and the provisions of Section 5, Section 5.1, Section 7, Section 8, Section 15 and Section 16 of the Saint John Traffic By-Law, namely: Greg Ryan, Badge #9963;

And further that this appointment shall continue until such time as the appointee ceases to be a member of the Canadian Corps of Commissionaires or until the appointment is rescinded by Common Council, whichever comes first.

5.2 That the letter from the Saint John Police Association – Fair Taxation and Regional Services be received for information.

5.3 That the G. Scaplen letter: Weight Limit Reversing Falls Bridge be received for information.

5.4 That as recommended by the Planning Advisory Committee in the submitted report *Subdivision 61 Galbraith Place*, Common Council authorize the acceptance of money-in-lieu of the required land for public purposes (LPP) for the proposed lots 18-1 and 18-2.

5.5 That as recommended by the City Manager in the submitted report *M&C 2018-295: Labour Bell Memorial Plaque*, Common Council approve the request of Parks Canada to install a Labour Bell Memorial on City property more particularly identified by PID No. 00018614 and that the Mayor and Common Clerk be authorized to execute the Agreement in the submitted form which outlines the terms and conditions associated with such installation.

5.6 That as recommended by the City Manager in the submitted report *M&C 2018-300: Establishment of a Supply Agreement for Desktop and Laptop Computers*, the Mayor and Common Council authorize staff to leverage the Province of New Brunswick's vendor supply agreement with IMP Solutions for client computing devices including desktop computers and laptop computers for a period of eight (8) months with the option to renew in one (1) year increments up to 5 additional years, exercising the City's right under the Public Procurement Act of the Province of New Brunswick.

5.7 That as recommended by the City Manager in the submitted report *M&C 2018-299: City Market Lease with Bubbles & Balm's Healthy Cosmetics*,

1. The City enter into a Lease for Stall "1" in the City Market with Bubbles & Balms Healthy Cosmetics, under the terms and conditions as set out in the Lease submitted with M&C 2018-299; and further,
2. That the Mayor and Common Clerk be authorized to execute any necessary documents.

5.8 That as recommended by the City Manager in the submitted report *M&C 2018-306: Amending Licence Agreement for Saint John Adventures Inc. at Fallsvie Park*,

1. The City of Saint John amend its Licence Agreement with Saint John Adventures Inc., dated May 11, 2015 (M&C: 2015-90) to permit the construction and operation of an additional structure as detailed in Schedule "A" of the amending agreement

attached to M&C: 2018-306, in all other respects the agreement remains unchanged; and,

2. That the Mayor and Common Clerk be authorized to sign any documentation to execute this agreement.

5.9 That the Cherry Brook Zoo's Request to Present be referred to the Clerk to schedule.

5.10 That the G. Taylor Request to Present re: Yacht Haven Lane be referred to the Clerk to schedule.

5.11 That as recommended by the City Manager in the submitted report *M&C 2018-291: Deep GHG Emission Reduction and Condition Assessment Study for Municipal Buildings and Water Facilities Grant Agreement*, the City 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 Condition Assessment Study For Municipal buildings and Water facilities in the form and upon the terms and conditions as submitted; and that the Mayor and Common Clerk be authorized to execute the said Agreement.

5.12 That as recommended by the City Manager in the submitted report *M&C 2018-292: Climate Change Vulnerability Assessment Methodology and Analysis Grant Agreement*, the City enter into the Grant Agreement with the Federation of Canadian Municipalities under the Municipalities for Climate Innovation Program (MCIP) for the Climate Change Vulnerability Assessment Methodology and Analysis in the form and upon the terms and conditions as submitted; and that the Mayor and Common Clerk be authorized to execute the said Agreement.

Moved by Deputy Mayor McAlary, seconded by Councillor Sullivan:

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

MOTION CARRIED UNANIMOUSLY.

6. Members Comments

Council members commented on various community events.

7. Proclamations

7.1 World Town Planning Day - November 8, 2018

The Mayor proclaimed November 8, 2018 as World Town Planning Day in The City of Saint John.

7.2 World Pancreatic Cancer Day - November 15, 2018

The Mayor proclaimed November 15, 2018 as World Pancreatic Cancer Day in The City of Saint John.

8. Delegations/Presentations

8.1 Saint John Board of Police Commissioners

Referring to the submitted report entitled *Saint John Board of Police Commissioners*, Jeff McAloon, member Saint John Board of Police Commissioners presented on the leadership role of the commission and the governance model, including the skills matrix competencies of board members, board priorities, 2019 budget objectives, core services and non-core services, regional approach to services, future technology enhancements including voice text and a Police Records Management system. Strategic planning and sustainability were also addressed.

Interim Police Chief Bruce Connell presented the police force activity dashboard, including staff training, responding to mental health calls at hospitals, impaired driving and accident fatalities reconstruction, and demands of the new cannabis legislation.

Moved by Deputy Mayor McAlary, seconded by Councillor Merrithew:

RESOLVED that the submitted report entitled *Saint John Board of Police Commissioners* be received for information.

MOTION CARRIED.

9. Public Hearings 6:30 PM

9.1 234 Loch Lomond Road – Zoning ByLaw Amendment – Staff Presentation and Planning Advisory Committee report recommending Rezoning

9.1.1 Zoning ByLaw Amendment (1st and 2nd Reading)

The Common Clerk advised that the necessary advertising was completed with regard to the proposed zoning bylaw amendment for a parcel of land located at 234 Loch Lomond Road to permit a commercial retail use, with no written objections received. The Planning Advisory Committee recommended approval of the re-zoning as set out in the submitted report, with section 59 conditions.

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

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

Moved by Deputy Mayor McAlary, seconded by Councillor Reardon:

RESOLVED that the by-law entitled, "A Law to Amend the Zoning ByLaw 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 1361 square metres, located at 243 Loch Lomond Road, also identified as PID Number 00321224 from Two-Unit Residential (R2) to General Commercial (CG), be read a first time.

MOTION CARRIED.

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

Moved by Deputy Mayor McAlary, seconded by Councillor Sullivan:

RESOLVED that the by-law entitled, "A Law to Amend the Zoning ByLaw 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 1361 square metres, located at 243 Loch Lomond Road, also identified as PID Number 00321224 from Two-Unit Residential (R2) to General Commercial (CG), be read a second time.

MOTION CARRIED.

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

9.2 476 Sandy Point Road – Zoning ByLaw Amendment – Staff Presentation and Planning Advisory Committee report recommending Rezoning

9.2.1 Zoning ByLaw Amendment (1st and 2nd Reading)

The Common Clerk advised that the necessary advertising was completed with regard to the proposed zoning bylaw amendment for a parcel of land located at 476 Sandy Point Road for the purpose of establishing a clubhouse and banquet hall for the Saint John Trojans Rugby Club, with no written objections received. The Planning Advisory Committee recommended approval of the re-zoning as set out in the submitted report, with section 59 conditions.

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

The Mayor called for members of the public to speak in favour of the re-zoning with Chris Barry President Saint John Trojans Rugby Club presenting.

Moved by Deputy Mayor McAlary, seconded by Councillor Merrithew:

RESOLVED that the by-law entitled, "A Law to Amend the Zoning ByLaw 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 1,406 square metre, located at 476 Sandy Point, also identified as PID Number 00431544 from Two-Unit Residential (R2) to General Commercial (CG), be read a first time.

MOTION CARRIED.

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

Moved by Deputy Mayor McAlary, seconded by Councillor MacKenzie:

RESOLVED that the by-law entitled, "A Law to Amend the Zoning ByLaw 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 1,406 square metre, located at 476 Sandy Point, also identified as PID Number 00431544 from Two-Unit Residential (R2) to General Commercial (CG), be read a second time.

MOTION CARRIED.

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

Councillor Armstrong entered the meeting.

10. Consideration of By-laws

10.1 First and Second Reading of the Saint John Dog Control By-Law

R. VanWart gave an overview of the submitted *Saint John Dog Control By-law* including the proposed amendments required in the new *Local Governance Act*, fee updates, microchipping, and the ability to seize dogs.

Responding to questions, A. Poffenroth commented on balancing the fees to encourage better owner behavior and to avoid relinquishing dogs to the SPCA because of fees being too onerous.

Dog Licenses may be obtained at City Hall, the SPCA and other locations. A bylaw amendment would be required to have dog breeders/sellers responsible to ensure

licenses are purchased. The City Solicitor would need to be consulted on the legality of this issue.

Consideration was given to the report entitled M&C 2018-307: First and Second Reading of the Saint John Dog Control By-Law.

Moved by Deputy Mayor McAlary, seconded by Councillor Sullivan:

RESOLVED that the by-law entitled, "ByLaw Number M- 13, A By-Law Respecting the Control of Dogs in The City of Saint John", updated to comply with the provisions and requirements of the new Act; and repealing and replacing the by-law enacted on the 24th day of September 2012 and all amendments thereto, be read a first time.

MOTION CARRIED.

Read a first time by title, the by-law entitled, "ByLaw Number M- 13, A By-Law Respecting the Control of Dogs in The City of Saint John."

Moved by Deputy Mayor McAlary, seconded by Councillor Sullivan:

RESOLVED that the by-law entitled, "ByLaw Number M- 13, A By-Law Respecting the Control of Dogs in The City of Saint John", updated to comply with the provisions and requirements of the new Act; and repealing and replacing the by-law enacted on the 24th day of September 2012 and all amendments thereto, be read a second time.

MOTION CARRIED.

Read a second time by title, the by-law entitled, "ByLaw Number M- 13, A By-Law Respecting the Control of Dogs in The City of Saint John."

11. Submissions by Council Members

11.1 Lord Beaverbrook Rink Presentation

Moved by Councillor Norton, seconded by Councillor MacKenzie:

RESOLVED that the presentation by the representatives of the Lord Beaverbrook Rink Board of Directors and/or management staff be referred to the Common Clerk to schedule.

MOTION CARRIED.

12. Business Matters - Municipal Officers

12.1 Demolition of Vacant, Dilapidated and Dangerous Building at 21, 23, 25 Main Street (PID 378919)

R. VanWart provided a presentation of the condition of the buildings owned by Joseph Patrick Robichaud and Mary Lena Robichaud and an overview of the demolition order.

The responsibility and recovery for the demolition costs were outlined. The RFQ process and timeline was outlined. Responding to a question on the legal process, A. Poffenroth commented there are rare circumstances where an owner may demolish the building themselves. Staff would need to ensure the work was completed to standard. Responding to a question, some owners may work out a payment plan for the demolition costs with the City or the Province.

The City Solicitor advised that legality of the demolition process is determined on a case by case basis.

The Mayor read the cautionary statement as follows:

“The information which has been provided in the Council Kit includes the report of the Building Inspector stating that the building located at 21, 23, 25 Main Street (PID 378919) is a hazard to the safety of the public by virtue of its being, amongst other things, dilapidated or structurally unsound. Is there present an owner, including anyone holding any encumbrance upon this property, who wishes to present evidence to the contrary, i.e. that the building is structurally sound and not dilapidated?”

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

Moved by Deputy Mayor McAlary, seconded by Councillor MacKenzie:

RESOLVED that as recommended by the City Manager in the submitted report *M&C 2018-301: Demolition of Vacant, Dilapidated and Dangerous Building at 21, 23, 25 Main Street (PID 378919)* Common Council direct one or more of the Officers appointed and designated by Council for the enforcement of the *Saint John Unsightly Premises and Dangerous Buildings and Structures By-law*, to arrange for the demolition of the building at 21, 23, 25 Main Street (PID 378919), in accordance with the applicable City purchasing policies.

MOTION CARRIED.

12.2 Demolition of Vacant, Dilapidated and Dangerous Building at 105 Main Street (PID# 378851)

R. VanWart provided an overview of the demolition order. The property is owned by PMV Canada Inc., of Fredericton, New Brunswick.

The Mayor read the cautionary statement as follows:

“The information which has been provided in the Council Kit includes the report of the Building Inspector stating that the building located at 105 Main Street (PID# 378851) is a hazard to the safety of the public by virtue of its being, amongst other things, dilapidated or structurally unsound. Is there present an owner, including anyone holding any encumbrance upon this property, who wishes to present evidence to the contrary, i.e. that the building is structurally sound and not dilapidated?”

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

Moved by Deputy Mayor McAlary, seconded by Councillor MacKenzie:

RESOLVED that as recommended by the City Manager in the submitted report *M&C 2018-302: Demolition of Vacant, Dilapidated and Dangerous Building at 105 Main Street (PID# 378851)*, Common Council direct one or more of the Officers appointed and designated by Council for the enforcement of the *Saint John Unsightly Premises and Dangerous Buildings and Structures By-law*, to arrange for the demolition of the building at 105 Main Street (PID# 378851), in accordance with the applicable City purchasing policies.

MOTION CARRIED.

12.3 Demolition of Vacant, Dilapidated and Dangerous Building at 111 Main Street (PID# 378844)

R. VanWart provided an overview of the demolition order.

The Mayor read the cautionary statement as follows:

“The information which has been provided in the Council Kit includes the report of the Building Inspector stating that the building located at 111 Main Street (PID# 378844) is a hazard to the safety of the public by virtue of its being, amongst other things, dilapidated or structurally unsound. Is there present an owner, including anyone holding any encumbrance upon this property, who wishes to present evidence to the contrary, i.e. that the building is structurally sound and not dilapidated?”

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

Moved by Deputy Mayor McAlary, seconded by Councillor Merrithew:

RESOLVED that as recommended by the City Manager in the submitted report *M&C 2018-303: Demolition of Vacant, Dilapidated and Dangerous Building at 111 Main Street (PID# 378844)*, Common Council direct one or more of the Officers appointed and designated by Council for the enforcement of the *Saint John Unsightly Premises and Dangerous Buildings and Structures By-law*, to arrange for the demolition of the building

at 111 Main Street (PID# 378844), in accordance with the applicable City purchasing policies.

MOTION CARRIED.

12.4 Demolition of Vacant, Dilapidated and Dangerous Building at 115-117 Main Street (PID# 378836)

R. VanWart provided an overview of the demolition order. The building is owned by PMV Canada Inc. of Fredericton, New Brunswick.

The Mayor read the cautionary statement as follows:

“The information which has been provided in the Council Kit includes the report of the Building Inspector stating that the building located at 115-117 Main Street (PID# 378836) is a hazard to the safety of the public by virtue of its being, amongst other things, dilapidated or structurally unsound. Is there present an owner, including anyone holding any encumbrance upon this property, who wishes to present evidence to the contrary, i.e. that the building is structurally sound and not dilapidated?”

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

Moved by Deputy Mayor McAlary, seconded by Councillor Sullivan:

RESOLVED that as recommended by the City Manager in the submitted report *M&C 2018-304: Demolition of Vacant, Dilapidated and Dangerous Building at 115-117 Main Street (PID# 378836)*, Common Council direct one or more of the Officers appointed and designated by Council for the enforcement of the *Saint John Unsightly Premises and Dangerous Buildings and Structures By-law*, to arrange for the demolition of the building at 115-117 Main Street (PID# 378836), in accordance with the applicable City purchasing policies.

MOTION CARRIED.

12.5 Update on Regional Ice Strategy Options

Referring to the submitted report entitled *Update on Regional Ice Strategy Options* T.

O'Reilly commented on the following options:

Option 1 – Cost Sharing Service Agreement Update; and

Option 2 – Cost Recovery and Residential Rebate Program Update.

Option 1 remains the City staff's preferred option.

Moved by Deputy Mayor McAlary, seconded by Councillor MacKenzie:

RESOLVED that the submitted report *M&C 2018-308: Update on Regional Ice Strategy Options*, be received for information; and that the Fundy Regional Service Commission be authorized to present at the next Council meeting, November 19th, 2018.

MOTION CARRIED.

12.6 Council Remuneration - Elimination of 1/3 Tax Free Allowance

Moved by Councillor Reardon, seconded by Councillor Strowbridge:

RESOLVED that as outlined in the submitted report *M&C 2018-310: Council Remuneration - Elimination of 1/3 Tax Free Allowance*, Council directs staff to adjust the pre-tax compensation for Council members effective on January 1st, 2019 to maintain the elected official's after tax income at the 2018 level.

The Clerk advised that staff would be required to report back to Council with the adjusted salary amounts, noting that the Council salary by-law will require an amendment prior to the increase taking effect.

MOTION CARRIED with Deputy Mayor McAlary and Councillors Norton and Sullivan voting nay.

12.7 2019 Utility Fund Operating Budget

Referring to the submitted report entitled *2019 Utility Fund Operating Budget* Councillor Merrithew advised on the achievement of the Safe, Clean Drinking Water Project.

Moved by Deputy Mayor McAlary, seconded by Councillor MacKenzie:

RESOLVED that as recommended by the City Manager in the submitted report *M&C 2018-298: 2019 Utility Fund Operating Budget*, Common Council adopt the following:

1. RESOLVED that the estimated revenue for the Water and Sewerage Utility for the year 2019 in the amount of \$48,286,000 be adopted (Appendix "A");
2. RESOLVED that the estimate of expenses for the Water and Sewerage Utility for the year 2019 in the amount of \$48,286,000 be approved (Appendix "A").

MOTION CARRIED with Councillor Sullivan voting nay.

Moved by Deputy Mayor McAlary, seconded by Councillor MacKenzie:

RESOLVED that the bylaw entitled, "By-Law Number M-16, A By-Law to Amend a By-Law respecting Water and Sewerage", be amended by repealing Schedules "A" and "B" in

Section 44, and substituted by the submitted 2019 Schedules “A” and “B”, be read a first time.

MOTION CARRIED with Councillor Sullivan voting nay.

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

Moved by Deputy Mayor McAlary, seconded by Councillor MacKenzie:

RESOLVED that the bylaw entitled, “By-Law Number M-16, A By-Law to Amend a By-Law respecting Water and Sewerage”, be amended by repealing Schedules “A” and “B” in Section 44, and substituted by the submitted 2019 Schedules “A” and “B”, be read a second time.

MOTION CARRIED with Councillor Sullivan voting nay.

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

12.8 2019 General Operating Budget

Referring to the submitted report entitled *2019 General Operating Budget*, Councillor Merrithew, Finance Committee Chair, commented on the budget being affected by the Province’s funding agreement over a three year period expiring at the end of 2020. The lack of the funding agreement in 2020 will make the City’s future budgets for operating costs unsustainable without contingencies in place.

The Commissioner of Finance commented on the budget challenges, the barriers that exist in the City’s ability to reduce costs and future sustainability. Contingencies to provide for sustainability were discussed, such as tax reform and reduction in the establishment and services. The 2019 Operating Budget relies heavily (\$8.9 million) on short term provincial assistance.

Moved by Deputy Mayor McAlary, seconded by Councillor Sullivan:

RESOLVED that in accordance with the Procedural Bylaw the meeting extend beyond 10:00 p.m.

MOTION CARRIED.

Moved by Deputy Mayor McAlary, seconded by Councillor Armstrong:

RESOLVED that the submitted report *M&C 2018-297: 2019 General Operating Budget*, be received for information.

MOTION CARRIED.

13. Committee Reports

13.1 Heritage Grant Budget 2019

Moved by Deputy Mayor McAlary, seconded by Councillor Sullivan:

RESOLVED that the submitted report, *Heritage Grant Budget 2019*, be referred to the Growth Committee.

MOTION CARRIED.

14. Consideration of Issues Separated from Consent Agenda

15. General Correspondence

16. Supplemental Agenda

17. Committee of the Whole

17.1 Human Rights Complaint

Moved by Deputy Mayor McAlary, seconded by Councillor MacKenzie:

RESOLVED that as recommended by the Committee of the Whole having met on November 5th, 2018 Common Council approve a payment of \$3,800.00 to the Employee to settle Human Rights Complaint No. S-2017-0151, subject to the Employee's execution of a Full and Final Release and Minutes of Settlement drafted in accordance with the terms generally outlined in M&C 2018-312 and, further that the Mayor and Common Clerk is authorized by Common Council to execute the aforementioned settlement documentation.

MOTION CARRIED.

17.2 Nominating Committee – Recommended Appointments to Committees

Moved by Deputy Mayor McAlary, seconded by Councillor Reardon:

RESOLVED that as recommended by the Committee of the Whole having met on November 5th, 2018 Common Council approve the following appointments:

City of Saint John Shared Risk Pension Plan Board: to appoint Michael Duncan for a 4 year term from February 1, 2019 to February 1, 2023; to reappoint John de Gruyter for a 2 year term from February 1, 2019 to February 1, 2021; and to appoint Alan Lock as an alternate trustee for a 2 year term from February 1, 2019 to February 1, 2021.

Community Grants Evaluation Committee: to appoint both Cory Michaud and Narinder Singh for 3 year terms from December 23, 2018 to December 23, 2021.

Discover SJ: to appoint Terry Hutchinson for a 3 year term from November 5, 2018 to November 5, 2021.

Fort LaTour Authority: to reappoint Emily Teed for a 3 year term from December 21, 2018 to December 21, 2021.

Lord Beaverbrook Rink: to reappoint Dr. Michael Simon for a 3 year term from December 21, 2018 to December 21, 2021.

Planning Advisory Committee: to appoint Susan Baxter for a 3 year term from January 1, 2019 to January 1, 2022 and to appoint Councillor Gary Sullivan from November 5, 2018 to the end of his current term of Council.

Saint John Airport: to reappoint both Paulette Hicks and Kevin Scott for 3 year terms from November 30, 2018 to November 30, 2021.

Saint John Aquatic Centre Commission: to appoint Paula Radwan for a 3 year term from November 5, 2018 to November 5, 2021 and to replace Councillor Strowbridge with Councillor David Merrithew from November 5, 2018 to the end of his current term of Council.

Saint John Energy: to reappoint Derek Pannell for a 3 year term from January 11, 2019 to January 11, 2022.

Saint John Free Public Library: to reappoint William Marr for a 3 year term from November 23, 2018 to November 23, 2021.

Saint John Parking-Transit Commission: to reappoint Tim Petersen for a 3 year term from December 21, 2018 to December 21, 2021 to both the Parking and Transit Commissions.

Trade and Convention Centre Oversight Committee: to reappoint Peter Murray from November 23, 2018 to November 23, 2021 and to appoint Jonathan Kennedy from November 5, 2018 to November 5, 2021.

MOTION CARRIED.

18. Adjournment

Moved by Councillor MacKenzie, seconded by Councillor Armstrong:

RESOLVED that the meeting of Common Council held on November 5, 2018, be adjourned.

MOTION CARRIED.

The Mayor declared the meeting adjourned at 10:33 p.m.

COUNCIL REPORT

M&C No.	2018-317
Report Date	November 13, 2018
Meeting Date	November 19, 2018
Service Area	Corporate Services

His Worship Mayor Don Darling and Members of Common Council

SUBJECT: Councillor Vacancy for Ward 3

OPEN OR CLOSED SESSION

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

AUTHORIZATION

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

RECOMMENDATION

It is recommended that Council adopt the following resolution:

“RESOLVED that, having received Councillor Gerry Lowe's submitted resignation as Ward 3 Councillor, Common Council declare a Councillor vacancy in Ward 3 of the City of Saint John effective November 19, 2018; and further, that the Common Clerk be directed to provide a certified copy of this resolution to the Municipal Electoral Officer of the Province of New Brunswick.”

PREVIOUS RESOLUTION

October 22, 2018 Council resolution:

“RESOLVED that Saint John Common Council not declare a vacancy in the office of Councillor in Ward 3 at this time, and that the Common Clerk be directed to add the matter to the November 19th agenda.”

REPORT

At its meeting of October 22, 2018, Common Council received a resignation letter from Ward 3 Councillor Gerry Lowe. Council directed the Common Clerk to add the matter to the November 19th agenda for a formal resolution of Council declaring the vacancy.

As outlined in section 51(1) of the Local Governance Act, the Council

shall by resolution declare a vacancy within two months after the date that a vacancy arises. The clerk must forward a certified copy of the Council resolution to the Municipal Electoral Officer, who shall hold a by-election to fill the vacancy. The by-election for Saint John's Ward 3 vacancy would take place on May 6th, 2019 by-election.

Individuals interested in running for Council are encouraged to visit the Elections NB website (www.electionsnb.ca) and download the Candidate Nominating Kit.

ATTACHMENTS

Resignation letter from Councillor Lowe



October 10, 2018

Dear Mayor Darling, Deputy Mayor McAlary and Councillors:

I am writing to announce my resignation as Ward 3 Councillor for the City of Saint John, as well as from the various agencies, boards and committees where my membership is the result of my position as Councillor. Having been recently elected as a Member of the Legislative Assembly of New Brunswick, I am unable to continue my Council duties.

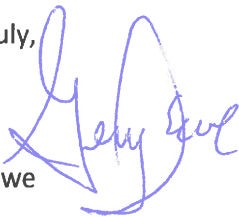
It has been an honour serving the citizens of Ward 3 over the past 5 years. It has also been an honour working alongside the Mayor, Deputy Mayor and Councillors; together we have made a lot of positive progress in advancing council's priorities. Your dedication to the citizens of this community is truly commendable and I applaud each of you for your commitment and hard work.

I also want to thank the many city employees who have shown their commitment to the citizens of Saint John. Their professionalism and hard work does not go unnoticed and is a real asset to the City and the community.

As MLA of Saint John Harbour, I look forward to continuing to work diligently on behalf of the citizens of Saint John to help improve their quality of life and to advance the priorities of this City.

Yours truly,

Gerry Lowe



COUNCIL REPORT

M&C No.	2018-316
Report Date	November 13, 2018
Meeting Date	November 19, 2018
Service Area	Saint John Water

His Worship Mayor Don Darling and Members of Common Council

***SUBJECT: Enforcement of A By-Law Respecting Water and Sewerage –
Appointment of By-Law Enforcement Officers***

OPEN OR CLOSED SESSION

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

AUTHORIZATION

Primary Author	Department Head	Acting City Manager
<i>Melanie C. Tompkins</i>	<i>J. Brent McGovern</i>	<i>Neil Jacobsen</i>

RECOMMENDATION

1. **WHEREAS** the Common Council of The City of Saint John has enacted certain by-laws pursuant to the authority of the *Local Governance Act*, including *A By-Law Respecting Water and Sewerage*, By-law Number M-16, and amendments thereto, (the “*Water & Sewerage By-law*”) and it may from time to time be necessary to commence proceedings in the Provincial Court of the Province of New Brunswick, when a person has violated or failed to comply with the said By-law;

AND WHEREAS section 72 of the *Local Governance Act* provides that a council may appoint by-law enforcement officers for the local government and may determine their terms of office;

AND WHEREAS section 150(1) of the *Local Governance Act* provides that proceedings for breach of a by-law shall be commenced in the name of the clerk of the municipality or such other person as is designated for that purpose by the council;

NOW THEREFORE BE IT RESOLVED, that J. Brent McGovern, Kendall Mason, James Margaris, Jason Leclerc, Pierre LeBlanc, Jordan Moran, Michael Baker, Valerie Farrah, Grant Harrigan, Paul Woodhouse and Carl Brandon are hereby appointed as by-law enforcement officers with respect to the enforcement of the *Water & Sewerage By-law*, effective immediately, and this appointment shall continue until they individually cease to be an employee of the Saint John Water Services of The City of Saint John or until this resolution is rescinded by Common Council, whichever comes first;

AND BE IT FURTHER RESOLVED, that J. Brent McGovern, Kendall Mason, James Margaris, Jason Leclerc, Pierre LeBlanc, Jordan Moran, Michael Baker, Valerie Farrah, Grant Harrigan, Paul Woodhouse and Carl Brandon are hereby designated and authorized to lay informations in the Provincial Court of the Province of New Brunswick for breach of the *Water & Sewerage By-law*, effective immediately, and this designation and authorization shall continue until they individually cease to be an employee of Saint John Water Services of The City of Saint John or until this resolution is rescinded by Common Council, whichever comes first.

EXECUTIVE SUMMARY

This report seeks the appointment of the Commissioner, the Deputy Commissioner, the Operations Managers of Saint John Water, the Administrative Officer, the Superintendent – Water and Sanitary Systems, the Municipal Engineering Technician and the Plumbing Inspector for the purpose of enforcing the *Water & Sewerage By-Law* under the authority of the *Local Governance Act*.

PREVIOUS RESOLUTION

N/A

STRATEGIC ALIGNMENT

N/A

REPORT

It is necessary to designate appropriate individuals from the City of Saint John to enforce city by-laws and commence, in the name of the municipality, proceedings for breach of By-laws. Saint John Water, in order to properly manage the Water & Sewerage By-Law under the authority of the *Local Governance Act*, must have in place By-Law Enforcement Officers for this purpose.

Section 72 of the *Local Governance Act* provides that a council may appoint by-law enforcement officers for the local government and may determine their terms of office.

Those employees of the city appointed under the authority of s. 72 of the *Local Governance Act* will have the authority to send written demands requiring the remedial of contraventions to the Water & Sewerage By-Law and take action in the event that the violation is not remedied. They will also be able to send notices of penalty under the new enforcement regime – which allows the city to impose and collect administrative penalties in lieu of prosecution (and related fines), thereby keeping in the city revenues the full amount of the administrative penalty. Finally, those appointed will also be authorized to lay information(s) in the

Provincial Court of the Province of New Brunswick with respect to violations to that by-law.

Those employees who manage the Water & Sewerage by-law are the Commissioner, Deputy Commissioner, the Operations Managers of Saint John Water, the Administrative Officer, the Superintendent – Water and Sanitary Systems, the Municipal Engineering Technician and the Plumbing Inspector. For this reason, the recommendation is that each of them be appointed as a by-law enforcement officer.

SERVICE AND FINANCIAL OUTCOMES

Under the enforcement regime of the *Local Governance Act*, the city is able to impose administrative penalties in lieu of prosecution, the proceeds of which remain entirely with the city. The appointment of By-Law Enforcement Officers for the purposes of the Water & Sewerage By-Law will allow Saint John Water to impose such administrative penalties under the by-law's new penalty provision. The administrative penalty under the by-law is \$1,500.00 per violation.

INPUT FROM OTHER SERVICE AREAS AND STAKEHOLDERS

The resolution was drafted in consultation with the Legal Department.

ATTACHMENTS

NIL

COUNCIL REPORT

M&C No.	2018-320
Report Date	November 09, 2018
Meeting Date	November 19, 2018
Service Area	Growth and Community Development Services

His Worship Mayor Don Darling and Members of Common Council

SUBJECT: Designation of By-Law Enforcement Officers - Dog Control By-law

OPEN OR CLOSED SESSION

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

AUTHORIZATION

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

RECOMMENDATION

It is recommended that Common Council adopt the attached resolution.

EXECUTIVE SUMMARY

On January 1, 2018 the *Local Governance Act* came into force which replaced the *Municipalities Act*. On November 5, 2018, Common Council gave first and second reading to the *Saint John Dog Control By-law* and upon third reading, the by-law will be updated to reflect the new legislation. As a result, it is necessary to update the designation of by-law enforcement officers to reflect these changes.

PREVIOUS RESOLUTIONS

RESOLVED that the by-law entitled, "ByLaw Number M- 13, A By-Law Respecting the Control of Dogs in The City of Saint John", updated to comply with the provisions and requirements of the new Act; and repealing and replacing the by-law enacted on the 24th day of September 2012 and all amendments thereto, be read a first time.

RESOLVED that the by-law entitled, "ByLaw Number M- 13, A By-Law Respecting the Control of Dogs in The City of Saint John", updated to comply with the provisions and requirements of the new Act; and repealing and replacing the by-law enacted on the 24th day of September 2012 and all amendments thereto, be read a second time.

REPORT

On January 1, 2018 the Local Governance Act came into force which replaced the Municipalities Act. On November 5, 2018, Common Council gave first and second reading of the Saint John Dog Control By-law; upon third reading, the by-law will be updated to reflect the new legislation. As a result, it is necessary to update the designation of by-law enforcement officers to reflect these changes.

It is necessary at this time to designate Pamela Bentley, Vincent Chan, Lorraine Denton, Tamara Duke, Marc Goguen, Stephen Guenette, Philip Mitton, Amy Poffenroth, Dennis Richard, Mark Slader, Catherine Lowe, Rachel Van Wart and Christopher McKiel as by-law enforcement officers by adopting the attached resolution so that they may carry out their duties pertaining to enforcement of the Dog Control By-Law.

STRATEGIC ALIGNMENT

The attached resolution for the designation of by-law enforcement officers is necessary for the enforcement of the Dog Control By-law.

SERVICE AND FINANCIAL OUTCOMES

N/A

INPUT FROM OTHER SERVICE AREAS AND STAKEHOLDERS

The City Solicitor's Office drafted the attached resolution.

ATTACHMENTS

Resolution

RESOLVED, that as recommended by the City Manager, the following resolution be adopted:

1. **WHEREAS** the Common Council of The City of Saint John has enacted certain by-laws pursuant to the authority of the *Local Governance Act*, S.N.B. 2017 c.18, and amendments thereto, (the "*Local Governance Act*") including the *Saint John Dog Control By-law*, By-law Number M-13 and amendments thereto, and it may from time to time be necessary to make inspections for the administration or enforcement of the By-law;

AND WHEREAS section 72 of the *Local Governance Act* provides that a council may appoint by-law enforcement officers for the local government and may determine their terms of office;

AND WHEREAS subsection 144(2) of the *Local Governance Act* provides that a council may authorize by-law enforcement officers to enter the land, building or other structure at any reasonable time, and carry out the inspection after giving reasonable notice to the owner or occupant of the land, building or other structure to be entered;

NOW THEREFORE BE IT RESOLVED, that Pamela Bentley, Vincent Chan, Lorraine Denton, Tamara Duke, Marc Goguen, Stephen Guenette, Catherine Lowe, Christopher McKiel, Philip Mitton, Amy Poffenroth, Dennis Richard, Mark Slader and Rachel Van Wart, are hereby appointed as by-law enforcement officers and authorized to enter at all reasonable times upon any property within the territorial boundaries of the City of Saint John for the purpose of making any inspection that is necessary for the administration or enforcement of the *Saint John Dog Control By-law* which received first and second reading by Common Council on November 5, 2018 and third reading on November 19, 2018, effective immediately, and this authorization shall continue until he/she ceases to be an employee of the Growth and Community Development Services department of The City of Saint John or until rescinded by Common Council, whichever comes first.

2. **WHEREAS** the Common Council of The City of Saint John has enacted certain by-laws pursuant to the authority of the *Local Governance Act*, including the *Saint John Dog Control By-law*, By-law Number M-13, and amendments thereto, (the "*Saint John Dog Control By-law*") and it may from time to time be necessary to commence proceedings in the Provincial Court of the Province of New Brunswick, when a person has violated or failed to comply with the said By-law;

AND WHEREAS section 72 of the *Local Governance Act* provides that a council may appoint by-law enforcement officers for the local government and may determine their terms of office;

AND WHEREAS section 12 of the *Saint John Dog Control By-law* provides that by-law enforcement officers are authorized to make complaints to a judge of the Provincial Court of New Brunswick alleging that a dog has bitten or attempted to bite a person and commence proceedings with respect to violations of this By-law;

AND WHEREAS section 150(1) of the *Local Governance Act* provides that proceedings for breach of a by-law shall be commenced in the name of the clerk of the municipality or such other person as is designated for that purpose by the council;

NOW THEREFORE BE IT RESOLVED, that Pamela Bentley, Catherine Lowe, Christopher McKiel, Amy Poffenroth, Rachel Van Wart, Philip Mitton, Dennis Richard, Lorri Denton, Tamara Duke, Stephen Guenette, Marc Goguen, Vince Chan, and Mark Slader are hereby designated and authorized to lay informations in the Provincial Court of the Province of New Brunswick for violations of the *Saint John Dog Control By-law*, effective immediately, and this designation and authorization shall continue until he/she

ceases to be an employee of Growth and Community Development Services of The City of Saint John or until it is rescinded by Common Council, whichever comes first.

COUNCIL REPORT

M&C No.	M&C 2018-314
Report Date	November 14, 2018
Meeting Date	November 19, 2018
Service Area	Transportation and Environment Services

His Worship Mayor Don Darling and Members of Common Council

SUBJECT: Millidgeville and Carleton Community Centre Contracts

OPEN OR CLOSED SESSION

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

AUTHORIZATION

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

RECOMMENDATION

City staff recommends the following:

- RESOLVED that the parties extend the agreement (two years) in consideration of the sum of \$52,780.00 to December 31, 2019 and the sum of \$53,572.00 extend to December 31, 2020 between the City of Saint John and the YMCA of Greater Saint John Inc. dated August 26, 2013 as renewed February 23, 2015, further renewed December 16, 2016, and again renewed December 12, 2017 for services, at the Millidgeville Community Centre and that the terms and current agreement be extended except as to any right to renew and that the Mayor and Common Clerk be authorized to sign all necessary documentation.
- RESOLVED that the parties extend the agreement (one year) in consideration of the sum of \$190,210.00 (HST included) to January 31, 2020 between the City of Saint John and the Carleton Community Centre Inc. dated November 22, 2017 for services, at the Carleton Community Centre and that the terms and current agreement be extended except as to any right to renew and that the Mayor and Common Clerk be authorized to sign all necessary documentation.

EXECUTIVE SUMMARY

The purpose of this report is to recommend extension of service contracts for two of the City's primary community centres.

PREVIOUS RESOLUTION

Common Council last resolved to enter into community centre service agreements with Carleton Community Centre Inc. and the YMCA in November and December 2017, respectively.

REPORT

Five primary community centres exist in Saint John that are funded significantly by the City. The South End Community Centre is in St. John the Baptist/King Edward School and is currently operated by the Boys and Girls Club. The Nick Nicolle (North End) Community Centre is a city-owned building attached to the former Lorne School and is currently operated by ONE Change. The Forest Glen Community Centre is attached to Forest Hills School and is currently operated by the YMCA. The Millidgeville Community Centre is attached to M. Gerald Teed School and is operated by the YMCA. The Carleton Community Centre is a city-owned building and is currently operated by Carleton Community Centre Inc.

There are also seven additional and completely neighbourhood owned and operated community centres in the City. Each centre gets a lower level of City funding to help offset costs.

In addition, there are three privately owned and operated community centres, being the Boys and Girls Club, YMCA and Teen Resource Centre.

A chapter of PlaySJ is dedicated to community centres. The strategic plan identified there was a slight over-supply of community centres with 17 in the City whereas 14 is the benchmark based on the City's population. Since PlaySJ was adopted the Somerset Community Centre, a City staff operated centre, as well as the Loch Lomond Community Centre, a neighbourhood owned/operated centre, were closed.

PlaySJ also recommended the continued move from centres run by City staff to those managed and operated by the community, referred to as Alternate Service Delivery (ASD). The purpose for the move to ASD is to lower the cost of operating the community centres by allowing the respective service organizations to leverage other partnerships, a volunteer base, and operational efficiencies, particularly in the case of larger organizations such as YMCA or the Boys and Girls Club. In the case of neighbourhood-based organizations such as ONE Change, and Carleton Community Centre Inc. the ASD model allows residents in the neighbourhood to continue to own their neighbourhood. City staff once operated all primary community centres.

Staff is proposing a one year extension for the Carleton Community Centre agreement. Typically agreements are created for 2 or more years at a time. The Carleton Community Centre Inc. continues to work on their strategic planning,

being a relatively new organization. A longer agreement with updated terms of reference is contemplated when their strategic planning is finalized.

The Anglophone South School District has confirmed in writing their continued support of the YMCA operating the Millidgeville Community Centre. The school district's approval of the operator of this community centre is required as per agreement between the City and school district.

There are many other recommendations in PlaySJ regarding community centres that need to be developed. City staff continue to work on these recommendations.

STRATEGIC ALIGNMENT

This report aligns with PlaySJ as well as Council's priorities related to:

- investing in arts, culture and recreation experiences that create a sense of community pride, and
- continuous improvement toward operational efficiency through strategic partnerships.

SERVICE AND FINANCIAL OUTCOMES

The attached agreements would allow the same level of service be provided at the Millidgeville and Carleton Community Centres as was provided in 2018. The total cost to the City for the two agreements for fiscal year 2019 would be \$242,990 (inclusive of HST) and the 2019 General Fund Operating Budget, as currently proposed, contains the required level of funding.

INPUT FROM OTHER SERVICE AREAS AND STAKEHOLDERS

The City Solicitor's office supported development of the attached agreement extensions for Council's consideration.

ATTACHMENTS

Proposed agreement with YMCA for 2019 - 2020 Millidgeville Community Centre Operations.

Proposed agreement with Carleton Community Centre Inc. for 2019 Carleton Community Centre Operations.

THIS RENEWAL AGREEMENT made the____day of December, 2018.

BETWEEN:

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

OF THE FIRST PART

- and -

YMCA OF GREATER SAINT JOHN INC., a corporation incorporated under the laws of the Province of New Brunswick, having its registered office in Saint John, and Province of New Brunswick, hereinafter called the "**YMCA**"

OF THE SECOND PART

WHEREAS:

1. Pursuant to a Common Council resolution adopted on July 15, 2013, the City and the YMCA entered an agreement dated the 26th day of August, 2013, to operate, manage and provide recreational, childcare and community use programs at M. Gerald Teed Memorial School, 99 Daniel Avenue and 151 Black Street, Saint John, New Brunswick (the "Agreement").
2. The Saint John YM-YWCA Inc. changed its name by Supplementary Letters Patent filed under the New Brunswick *Companies Act* on December 23, 2013 to YMCA of Greater Saint John Inc.
3. Pursuant to a Common Council resolution adopted on February 16, 2015, the City and the YMCA renewed the said Agreement by Agreement dated February 23, 2015.
4. Pursuant to a Common Council resolution adopted on December 16, 2016, the City and the YMCA again renewed the said Agreement by Agreement dated as of December 17, 2016.
5. Pursuant to a Common Council resolution adopted on December 12, 2017, the City and the YMCA again renewed the said Agreement by Agreement dated as of December 31, 2017.

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

- (i) That the Agreement between the parties dated the 26th day of August, 2013, as from time to time renewed, shall continue in full force and effect on the same terms and conditions therein set out, except that the fees for the Services for the Contract Year 2019 shall be \$52,780.00 (HST included), payable in two (2) installments of \$26,390 .00 each, one on January 1, 2019 and the other on July 1, 2019.
- (ii) The fees for the Services for the Contract Year 2020 shall be \$53,572.00 (HST included), payable in two (2) installments of \$26,786 .00 each, one on January 1, 2020 and the other on July 1, 2020. For greater certainty, should a Dispute arise over the fee for the Services for the Contract Years 2019 – 2020, the matter shall be referred to Dispute Resolution.
- (iii) The Agreement shall be for a term of two (2) years from January 1, 2019 to midnight of December 31, 2020;
- (iv) The Agreement shall remain in full force and effect, except as hereby varied and as to any further right to renew;
- (v) This Agreement, and the Agreement as previously renewed, together constitute the entire agreement between the parties.
- (vi) IN WITNESS WHEREOF The City of Saint John has hereto fixed in its corporate seal and caused these presents to be executed by its duly authorized officers in the manner prescribed by the Municipalities Act, R.S.N.B. 1973, c. M-22, and amendments thereto, and the YMCA of Greater Saint John Inc. has caused these presents to be executed by its President and Chief Executive Officer as of the day and year first written above.

SIGNED, SEALED & DELIVERED
in the presence of:

THE CITY OF SAINT JOHN

Mayor

Common Clerk

Common Council Resoluiton:
December ____, 2018

**YMCA OF GREATER SAINT
JOHN INC.**

Shilo Boucher, C.A.
President and Chief Executive Officer

**PROVINCE OF NEW
BRUNSWICK COUNTY OF
SAINT JOHN**

I, **SHILO BOUCHER, C.A.**, of the Town of Grand Bay-Westfield and Province of New Brunswick, **MAKE OATH AND SAY:**

1. THAT I am the President and Chief Executive Officer ("CEO) of the YMCA of Greater Saint John Inc., and am authorized to make this affidavit and have personal knowledge of the matters hereinafter deposed to.
2. THAT the seal affixed to the foregoing agreement and purporting to be the corporate seal of YMCA OF GREATER SAINT JOHN INC., is the corporate seal of the said YMCA OF GREATER SAINT JOHN INC., a party named in the foregoing instrument and it was affixed by the officer authorized to so affix the seal.
3. THAT the signature "Shilo Boucher" subscribed to the said instrument is my signature and as President and CEO, 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 day of _____, 2018.

SWORN TO before me at the City
of Saint John, County of Saint
John and Province of New
Brunswick
the day of _____
2018

Commissioner of Oaths

Shilo Boucher,
C.A. President and
CEO

THIS RENEWAL AGREEMENT made the____day of December, 2018.

BETWEEN:

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

OF THE FIRST PART

- and -

THE CARLETON COMMUNITY CENTRE, INC, a body corporate under the laws of the Province of New Brunswick hereinafter called the "CCC Inc.",

OF THE SECOND PART

WHEREAS:

1. Pursuant to a Common Council resolution adopted on November 14 2017 the City and the CCC Inc. entered an agreement dated the 22 day of November, 2017, to operate, manage and provide recreational, and community use programs at Carleton Community Centre, 120 Market Place, Saint John, New Brunswick (the "Agreement").

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

- (i) That the Agreement between the parties dated the 22nd day of November, 2017, as from time to time renewed, shall continue in full force and effect on the same terms and conditions therein set out, except that the fees for the Services for the Contract Year 2019 shall be \$190,210.00 (HST included), payable in two (2) installments of \$95,105.00 each, one on February 1, 2019 and the other on August 1, 2019.
- (ii) The Agreement shall be for a term of one (1) year from February 1, 2019 to midnight of January 31, 2020;
- (iii) The Agreement shall remain in full force and effect, except as hereby varied and as to any further right to renew;
- (iv) This Agreement, and the Agreement as previously entered into, together

constitutes the entire agreement between the parties.

- (v) IN WITNESS WHEREOF The City of Saint John has hereto fixed in its corporate seal and caused these presents to be executed by its duly authorized officers in the manner prescribed by the Municipalities Act, R.S.N.B. 1973, c. M-22, and amendments thereto, and the Carleton Community Centre Inc. has caused these presents to be executed by its President and Chief Executive Officer as of the day and year first written above.

SIGNED, SEALED & DELIVERED
in the presence of:

THE CITY OF SAINT JOHN

Mayor

Common Clerk

Common Council Resolution:
December_____,2018

Carleton Community Centre, INC.

Dennis Sisco
Chair, Board of Directors

PROVINCE OF NEW
BRUNSWICK COUNTY OF
SAINT JOHN

I, **Dennis Sisco** of the City of Saint John and Province of New Brunswick, **MAKE
OATH AND SAY:**

1. THAT I am the Chair of the Board of Directors of the Carleton Community Centre Inc., and am authorized to make this affidavit and have personal knowledge of the matters hereinafter deposed to.
2. THAT the Signature "Dennis Sisco" Subscribed to the said instrument is my signature and as Chair of the Board of Directors I am duly authorized to execute the said instrument.
3. THAT the said document was executed as aforesaid at the City of Saint John in the Province of New Brunswick on the day of _____, 2018.

SWORN TO before me at the City
of Saint John, County of Saint
John and Province of New
Brunswick
the day of _____
2018

Commissioner of Oaths

Dennis Sisco
Chair, Board of
Directors. Carleton
Community Centre
Inc.

COUNCIL REPORT

M&C No.	2018-321
Report Date	November 14, 2018
Meeting Date	November 19, 2018
Service Area	Saint John Water

His Worship Mayor Don Darling and Members of Common Council

SUBJECT: AquaHawk Customer Portal Launch – Saint John Water

OPEN OR CLOSED SESSION

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

AUTHORIZATION

Primary Author	Commissioner/Dept. Head	City Manager
Pierre LeBlanc	J. Brent McGovern	Neil Jacobsen

RECOMMENDATIONS

It is recommended that this report be received and filed.

EXECUTIVE SUMMARY

The purpose of this report is twofold; first it is to inform Council and the public that the AquaHawk Web Portal will be available to metered customers beginning on the week of November 26, 2018. Secondly, metered (industrial, commercial and institutional) customers will be sent informational materials explaining this service and the registration process associated with the service within their next water bill mail out which is planned to occur on November 22, 2018.

PREVIOUS RESOLUTION

M&C 2017-183

STRATEGIC ALIGNMENT

This report aligns with Council's Priority for **Fiscal Responsibility**.

It also supports Common Council's priority of **Valued Service Delivery** through innovation and technology and creating operational efficiencies.

REPORT

Saint John Water recently completed the implementation of a fully functional, fixed based, radio frequency meter reading system also known as Advanced Metering Infrastructure (AMI). This system gathers hourly consumption data, which is recorded and stored for a period of two years, from smartpoint radios attached to each individual water meter in the City's water distribution system. The City of Saint John currently owns, and has in service, approximately 3230 meters, 3130 of which are now being read automatically with the AMI system. The remaining meters are still read manually and are scheduled to be fully transitioned and integrated into the AMI system by the end of 2019.

The AMI system has succeeded in facilitating and automating the billing process (collection of meter readings and customer billing) for all the City's metered customers and it has also improved the operational efficiency of Saint John Water. However, a few remaining opportunities exist.

City staff can access historic (period of 2 years) detailed hourly consumption reports for any metered customer connected to the AMI system. Customers themselves, however, are unable to access/monitor their own consumption. At present, customers who are interested in monitoring their own consumption (particularly commercial/industrial customers) have been doing so via multiple phone calls to City staff and a manual data transfer which does not serve our customers well and consumes a lot of staff time with repetitive administrative tasks. For example, this process requires City staff to: field multiple calls regarding water consumption inquiries, gather the necessary data, and create and send consumption reports to customers.

The lack of an effective way for customers to monitor their own consumption is especially troublesome in cases of a water leak. Water leaking on private property can remain undetected until customers receive a high consumption letter from the City. At present this letter is sent to customers as soon as the City notices a rise in consumption, this is typically noticed during the bi-monthly billing process. Customers can therefore experience an unknown ongoing leak for periods up to 2 months which can have a significant financial impact on customers and result in increased water use and therefore costs to the utility – Saint John Water.

AquaHawk is a customer portal solution for municipal utilities that use a fully functional, fixed based, radio frequency meter reading system (AMI). This new software solution helps service providers improve customer engagement, improve client satisfaction by opening data and offering a means for customers to monitor and access their water consumption in real time. It also can contribute to the reduction in operational costs for the utility by reducing system leakage.

SERVICE OUTCOMES

This will provide a service enhancement to metered (industrial, commercial and institutional) customers. With AquaHawk, Saint John Water's metered customers will be able to:

- Register and access their online account(s);
- View their current and historical water usage in graphical format;
- Receive notification via their means of choice (email, text message, cell phone, home or work phone) when potential leaks are detected;
- See an estimate of their bill during the billing cycle;
- See information that has been pushed out by Saint John Water; and
- Set a billing and usage threshold and be notified if they are trending to, or have exceeded their personally set targets.

INPUT FROM OTHER SERVICE AREAS AND STAKEHOLDERS

Saint John Water has been working with the Finance, Information Technology and Communications service areas through the development and implementation of the AquaHawk Web Portal.

ATTACHMENTS

AquaHawk Informational Bill Insert



It's Free!

Subscribe to Receive Leak Notifications and Access your Water Usage Information Online

- ▶ View your water consumption
- ▶ Receive timely water usage alerts
- ▶ Control your water expenses

Saint John Water is now offering an online water usage monitoring and alerting tool to all metered customers. Known as AquaHawk, the online service is designed to help you understand, monitor and manage your daily water usage and bi-monthly billing.

To register for the service, visit <https://sjwnb.aquahawk.us>. All you need to provide is your name, phone number, email address and water account number. Once registered, you will be able to:

Receive timely usage alerts

You specify how you want to be contacted: email, text or telephone. When your consumption indicates abnormally high usage or a potential leak, we'll contact you. AquaHawk helps prevent costly property damage and gives you peace of mind when you're away.

Monitor your water consumption

See how much water you're using anytime during the billing cycle and make informed decisions about your water use.

Set your threshold alerts

Threshold alerts allow you to specify an amount of water (gallons) that you don't want to exceed. If your usage is trending toward, or has exceeded the threshold value, AquaHawk will send you a notification.

Learn ways to save

Easily see the dates/times when you are using water. See how your consumption compares to temperature and rainfall data. Learn effective ways to reduce water usage and save money!

Register Now!

To register, visit: <https://sjwnb.aquahawk.us>

Customer Benefits

- Know about leaks before they cause costly damage!
- See exactly how much water you're using each hour, day, and month
- Set usage thresholds, and never be surprised by a high bill again
- Access your account from any internet-connected device - your smartphone, laptop, or desktop computer
- Opt-in services lets you choose how you want to be contacted - email, text or phone

"The free use of the Aquahawk service and the information obtained through it are intended solely to provide general information on matters of interest for the personal use of the Saint John Water customer, who accepts full responsibility for its use.

While we have made every attempt to ensure the information contained in the Aquahawk site has been obtained from reliable sources, The City of Saint John is not responsible for any errors or omissions, or for the results obtained from the use of or the inability to use this information. All information is provided "as is," with no guarantee of completeness, accuracy, timeliness or of the results obtained from the use of this information, and without warranty of any kind, express or implied, including, but not limited to warranties of performance and fitness for a particular purpose. Nothing obtained through the use of the Aquahawk service shall to any extent substitute for the independent investigations and the sound judgement of the Saint John Water customer."

**Complete access when you
need it & how you want it!**

Powered By

AquaHawk





**C'est
gratuit!**

Abonnez-vous pour recevoir des notifications de fuite et accéder l'informations d'utilisation d'eau en ligne

- ▶ Voir votre consommation d'eau
- ▶ Recevez des alertes sur l'utilisation de l'eau en temps opportun
- ▶ Contrôlez vos dépenses d'eau

Saint John Water offre maintenant un outil en ligne de surveillance et d'alerte de la consommation d'eau à tous ses clients. Connu sous le nom d'AquaHawk, ce service en ligne est conçu pour vous aider à comprendre, surveiller et gérer votre consommation d'eau quotidienne et votre facturation bimensuelle.

Pour vous inscrire au service, visitez <https://sjwnb.aquahawk.us>. Tout ce que vous devez fournir est votre nom, votre numéro de téléphone, votre adresse email et votre numéro de compte eau. Une fois inscrit, vous pourrez:

Recevoir des alertes d'utilisation en temps opportun

Vous indiquez comment vous souhaitez être contacté: email, SMS ou téléphone. Lorsque votre consommation indique une utilisation anormalement élevée ou une fuite potentielle, nous vous contacterons. AquaHawk aide à prévenir des dégâts coûteux et vous procure une tranquillité lorsque vous êtes loin de chez vous.

Surveillez votre consommation d'eau

Voyez combien d'eau vous utilisez à tout moment pendant le cycle de facturation. Cela permet aux clients de prendre en charge et de faire des décisions informé concernant leur utilisation de l'eau.

Définir les seuils de vos alertes

Les alertes de seuil vous permettent de spécifier une quantité d'eau (gallons) que vous ne souhaitez pas dépasser. Si votre utilisation tend à dépasser la valeur seuil ou la dépasse, AquaHawk vous enverra une notification.

Apprendre à économiser

Visualisez facilement les dates / heures d'utilisation de l'eau. Voyez comment votre consommation se compare aux données de température et de précipitations. Découvrez des moyens efficaces pour réduire la consommation d'eau et économiser de l'argent!

Inscrivez-vous maintenant!

Pour vous inscrire, visitez: <https://sjwnb.aquahawk.us>

Avantages au clients

- Reconnaître les fuites avant qu'elles ne causent des dégâts coûteux!
- Voyez exactement combien d'eau vous utilisez chaque heure, jour et mois
- Fixez des seuils d'utilisation et ne soyez plus jamais surpris par une facture élevée
- Accédez à votre compte depuis n'importe quel appareil connecté à Internet - votre smartphone, ordinateur portable ou ordinateur de bureau
- Les services opt-in vous permettent de choisir comment vous souhaitez être contacté - email, SMS ou téléphone

« L'utilisation gratuite du service AquaHawk et les renseignements obtenus grâce à celui-ci visent uniquement à fournir de l'information d'ordre général sur des sujets qui ont trait à l'utilisation personnelle du client de Saint John Water qui assume l'entière responsabilité de cette utilisation. »

Bien que nous ayons tout mis en œuvre pour garantir que les renseignements figurant sur le site AquaHawk ont été obtenus de sources fiables, la Ville de Saint John ne peut être tenue responsable de toute erreur ou omission ou des résultats obtenus du fait de l'utilisation ou de l'incapacité d'utiliser ces renseignements. Tous les renseignements sont fournis « tels quels », sans garantie d'exhaustivité, d'exactitude ou de pertinence, sans garantie des résultats tirés de l'utilisation des présents renseignements, et sans garantie de toute sorte, explicite ou implicite, notamment, mais sans s'y limiter les garanties de performance et de conformité à l'utilisation prévue. Aucun renseignement obtenu dans le cadre de l'utilisation du service AquaHawk ne doit, dans quelque mesure que ce soit, remplacer les recherches personnelles et le bon jugement du client de Saint John Water. »

**Accès complet quand vous en avez
besoin et comme vous le souhaitez!**

Powered By





**SAINT JOHN BOARD
OF POLICE
COMMISSIONERS**

**ONE Peel Plaza, E2L 0E1
PO Box 1971
Saint John, New Brunswick
Canada E2L 4L1**

*Bureau des Commissaires du
Service de Police de Saint John
C.P. 1971
Saint John Nouveau-Brunswick
Canada E2L 4L1*

BRIAN BOUDREAU

Acting Chair/Vice Président

JEFF MCALOON

Vice-Chair/Vice Président

MIKE COSTELLO

Secretary/Secrétaire

MAYOR DON DARLING

Commissioner/Commissaire

GARY SULLIVAN

Commissioner/Commissaire

MAIKE WHITE

Commissioner/Commissaire

BRUCE CONNELL

*Chief of Police/
Chef de Police*

DAPHNE WAYE

*Executive Administrator/
Secrétaire Administrative*

*Telephone/Téléphone:
(506) 648-3324*

*E-mail/Courriel:
policecommission@saintjohn.ca*



SAINT JOHN

*Explore our past/
Explorez notre passé
Discover your future/
Découvrez votre avenir*

November 7, 2018

Mayor Don Darling, and Members of
Common Council

Your Worship and Councillors:

Re: Saint John Board of Police Commissioners 2018 Executive

At the October 2, 2018 and November 6, 2018 meetings of the Saint John Board of Police Commissioners, the following members were elected to serve as the Executive for the remainder of 2018:

Acting Chair: Brian Boudreau
Vice-Chair: Jeff McAloon
Secretary: Michael Costello

Pursuant to the By-Laws Respecting the Procedures of the Saint John Board of Police Commissioners, an Executive Committee will be elected at the January 2019 Board meeting.

Respectfully submitted,

Brian Boudreau, Acting Chair
Saint John Board of Police Commissioners

BB/dew

cc: Saint John Police Association
Chief Bruce Connell



REPORT TO SAINT JOHN BOARD OF POLICE COMMISSIONERS



PUBLIC SESSION

November 6, 2018

Mr. Brian Boudreau, Acting Chair and
Members of the Board of Police Commission

Chair Boudreau and Members

Subject: SJPF 2019 Operating Budget

- Refer to Appendix A for 2019 Comparative Consolidated Operating Budget

BACKGROUND

The purpose of this report is to present the Board with the submission of the 2019 Police Operating Budget for review, consideration, and approval.

The \$25,974,896 represents a 1.1% increase over 2018 and includes funding for the Chief of Police to introduce key initiatives and transformational change for the organization in 2019.

RECOMMENDATION

- It is recommended that the Saint John Board of Police Commissioners approve the SJPF 2019 Operating Budget for \$25,974,896 and submit to the City of Saint John Finance Committee for consideration and subsequent approval by Common Council,

Acting Chair Boudreau and
Members of the Board of Police Commission
November 6, 2018
Page 2

Subject: SJPF 2019 Operating Budget

Respectfully submitted,



Marven E. Corscadden, CPA, CGA
DIRECTOR HR & FINANCE

Bruce Connell
CHIEF OF POLICE
Respectfully submitted,

Subject: SJPF 2019 Operating Budget

APPENDIX A

Saint John Police Force 2019 Operating Budget

	2018	% of Budget	2019	% of Budget	Net Change	Net Change %
Salaries & Wages	16,593,994	64.59%	16,677,019	64.2%	83,025	0.50%
Overtime	607,000	2.36%	607,000	2.3%	0	0.00%
Other Personnel Costs	188,600	0.73%	188,600	0.7%	0	0.00%
Fringe Benefits	4,721,031	18.38%	4,777,786	18.4%	56,755	1.20%
Total Wages & Fringe Benefits	22,110,625	86.07%	22,250,405	85.7%	139,780	0.63%
General Services	438,000	1.70%	468,741	1.8%	30,741	7.02%
Insurance	51,000	0.20%	50,000	0.2%	-1,000	-1.96%
Professional Services	309,000	1.20%	349,000	1.3%	40,000	12.94%
Other Purchased Services	91,200	0.36%	91,200	0.4%	0	0.00%
Repairs & Maintenance	115,000	0.45%	210,000	0.8%	95,000	82.61%
Rentals	1,078,168	4.20%	1,078,168	4.2%	0	0.00%
Purchased Goods	323,200	1.26%	323,200	1.2%	0	0.00%
Government Services (Prov & Fed)	5,100	0.02%	5,100	0.0%	0	0.00%
Internal Charges from Corp Services	766,000	2.98%	807,082	3.1%	41,082	5.36%
Asset Purchases	402,000	1.56%	342,000	1.3%	-60,000	-14.93%
Total Goods & Services	3,578,668	13.93%	3,724,491	14.3%	145,823	4.07%
	25,689,293	100.00%	25,974,896	100.0%	285,603	1.11%



REPORT TO SAINT JOHN BOARD OF POLICE COMMISSIONERS



PUBLIC SESSION

November 6, 2018

Mr. Brian Boudreau, Acting Chair and
Members of the Board of Police Commission

Chair Boudreau and Members

Subject: P.S.C.C 2019 Operating Budget

- Refer to Appendix A for 2019 Comparative Consolidated Operating Budget

BACKGROUND

The purpose of this report is to present the Board with the submission of the 2019 Public Safety Communications Centre (P.S.C.C.) Operating Budget for review, consideration, and approval.

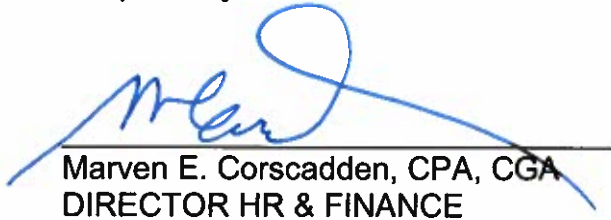
The \$2,488,542 represents a 2.53% increase over 2018 and includes funding for a Local 486 contractual wage increase of 2.25% for 2019.

RECOMMENDATION

- It is recommended that the Saint John Board of Police Commissioners approve the PSCC 2019 Operating Budget for \$2,488,542 and submit to the City of Saint John Finance Committee for consideration and subsequent approval by Common Council,

Subject: SJPF 2019 Operating Budget

Respectfully submitted,



Marven E. Corscadden, CPA, CGA
DIRECTOR HR & FINANCE



Bruce Connell
CHIEF OF POLICE
Respectfully submitted,

Subject: SJPF 2019 Operating Budget

APPENDIX A

Public Safety Communication Centre (PSCC) 2019 Operating Budget

	2018	2019	Net Change	Net Change %
Salaries & Wages	1,688,418	1,711,290	22,872	1.4%
Overtime	120,000	120,000	0	0.0%
Fringe Benefits	415,461	417,923	2,462	0.6%
Total Wages & Fringe Benefits	2,223,879	2,249,213	25,334	1.1%
General Services	87,200	116,397	29,197	33.5%
Purchased Services	10,000	10,000	-	0.0%
Repairs & Maintenance	66,000	66,000	-	0.0%
Purchased Goods	18,000	18,000	-	0.0%
Computers	19,000	25,932	6,932	36.5%
Asset Purchases	3,000	3,000	-	0.0%
Total Goods & Services	203,200	239,329	36,129	17.8%
	2,427,079	2,488,542	61,463	2.53%

COUNCIL REPORT

M&C No.	2018-322
Report Date	November 14, 2018
Meeting Date	November 19, 2018
Service Area	Transportation and Environment Services

His Worship Mayor Don Darling and Members of Common Council

SUBJECT: T4G Snow Control Management Analytics

OPEN OR CLOSED SESSION

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

AUTHORIZATION

Primary Author	Commissioner/Dept. Head	City Manager
<i>Tom McGrath</i>	<i>Michael Hugenholtz</i>	<i>Neil Jacobson</i>

RECOMMENDATION

It is recommended that Common Council agree to this partnership with Enterprise Saint John and T4G and further that the Mayor and Common Clerk be authorized to execute the necessary contract documents.

EXECUTIVE SUMMARY

The Transportation and Environment Services Department (TES) is requesting Council's approval to partner with T4G Limited in an effort to produce a predictive modelling tool for our winter plowing operation. This tool is intended to aid TES Management with optimizing equipment work time, predicting equipment downtime and Snow Plow route optimization.

PREVIOUS RESOLUTION

N/A

REPORT

The City of Saint John entered into the Smart & Connected Cities Challenge and was awarded a grant of \$25,000 from Enterprise Saint John (ESJ). T4G Limited has partnered with ESJ and approached the City of Saint John to assist in maximizing winter equipment utilization through data analytics. Their goal is to utilize information related to vehicle salt levels, snow plow cutting edge condition, expected vehicle performance, potential obstructions to route completion and existing route priorities. This information is expected to aid in optimizing productive vehicle time.

T4G intends to utilize both past and future data collected via the existing automated vehicle location (AVL) system that is currently installed in the City's snow plows and salter units. T4G proposes to address equipment productivity issues related to salt levels, cutting edge states, predicted breakdowns and route coverage. They will also analyze route planning data and historical management records related to past storm events. Through consultation with City Staff, T4G aims to determine appropriate influence points and choose one to be the basis for exploratory modeling. This information can then be utilized in real-time and used to redirect equipment to optimize service for City roads and Citizens. This project will focus on downtime causation and build a modelling tool around one such factor, based on a collaborated decision on priority. T4G will then present their findings and demonstrate a modeling tool that will assist City Staff in dealing with real time issues currently affecting snow control functions, as it pertains to those issues previously presented. This modelling tool may then be chosen for full implementation.

STRATEGIC ALIGNMENT

This report aligns with Council's priority for Valued Service Delivery.

SERVICE AND FINANCIAL OUTCOMES

This endeavor is funded via a partnership agreement between T4G, Microsoft, and Enterprise Saint John (ESJ). The multiple joint-partner funding investment model is as follows:

T4G Limited	\$15,000
Microsoft	\$10,000
Enterprise Saint John	\$25,000

This agreement will require the City of Saint John to pay T4G \$33,350 as the project progresses. Subsequently, ESJ will reimburse the City of Saint John 75%. The remaining 25% will be reimbursed to the City by T4G once appropriate project sign offs have been met. This will result in a net \$0 investment by the City of Saint John.

INPUT FROM OTHER SERVICE AREAS AND STAKEHOLDERS

This report was reviewed and consulted with IT and Procurement.

The City Solicitor's Office has reviewed the proposed agreement and provided advice thereon and which advice has been incorporated into this report

ATTACHMENTS

T4G Proposal: "Snow Vehicles Proof of Value"



Build
Brilliant
Together

Snow Vehicles Proof of Value

T4G 's Exploratory Modelling Proposal for City of Saint
John

October 22, 2018 / Version 2.0

Contact: Danielle Leighton

Danielle.Leighton@T4G.com / 506.382.0522 x3070

T4G Limited, Saint John

TORONTO HALIFAX VANCOUVER SAINT JOHN MONCTON

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This document is the intellectual, proprietary and confidential property of T4G. By accepting possession of this document, the reader agrees to keep its contents in confidence and not to use, duplicate, or disclose the content of the proposal except to City of Saint John employees, officers and agents engaged in evaluating the efforts of T4G. The receiver of this document will take all reasonable steps to preserve the confidentiality of its content.

The information contained in this document represents the current view of T4G on the issues discussed as of the date of publication. Because T4G must respond to changing market conditions, it should not be interpreted to be a commitment on the part of T4G beyond 10 days after the date of publication and T4G cannot guarantee the accuracy of any information presented after the date of publication.

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The Challenge

Maximize productive vehicle time given salt levels, cutting edge state, expected vehicle performance, obstructions and route priorities.

The City of Saint John invested in autonomous vehicle location (AVL) sensor arrays, installed on their fleet of snow plows and salter vehicles. A subset of these vehicles were collecting data during the 2017-2018 winter season, with the remainder ready to collect data over the 2018-2019 winter season. At a high level, optimizing productive vehicle time is a critical consideration for the city, with the dual goals of serving the city's snow clearing commitments as quickly and thoroughly as possible while streamlining costs.

One notable opportunity in the current snow clearing process occurs when plows are unable to continue a route due to either being out of salt or the cutting edge of their blade being too dull. Both require a return trip to a depot for refill or replacement, and depending on route and timing, can mean substantial non-productive time. Another opportunity to optimize the process occurs when vehicles are unexpectedly broken down and require repair or are non-operational entirely.

Work Approach and Deliverables

We propose to address this challenge by engaging our team to explore the AVL and route planning data to address two potential influence points identified in the Discovery Workshop with the City of Saint John and Enterprise Saint John teams in July, 2018. Two of those influence points involve determining if we can predict salt levels or cutting edge state with enough lead time to influence the route in progress. Another involves predicting vehicle breakdown with enough lead time to redirect other plows to optimize route coverage. The output of this engagement will be exploratory models, analysis, and an assessment for two of the influence points chosen: the salt levels predictions or the cutting edge state predictions impact on route in progress or the vehicle breakdown impact on other vehicle's priority routes. The intention is that with this impact assessment in place, the City of Saint John will be able to set criteria for real-world experiments to validate the improvement in productive time, providing proper business case data for an integrated artificial intelligence or machine learning pilot and eventual full deployment.

The Data

In addition to the AVL historical data collected over the 2017-2018 winter season by the subset of vehicles fitted with sensor arrays, we will be analyzing route planning data and any historical management records created during snow events.

The Influence Point Success Criteria

The three main influence points we are able to consider through this engagement are maximizing productive time through: identifying low salt level early enough to adjust the route, identifying cutting edge dulling early enough to adjust the route, or predicting vehicle failure with enough lead time to adapt other vehicle's routes.

The City of Saint John intuitively that 10 minutes in advance of no salt or cutting edge replacement will be enough time to adjust the route in progress to maximize productive driving time. We extend that intuition to be true for adjusting other vehicles mid-route to cover unexpected gaps in route coverage. Our first task in this engagement is to verify this intuition, using the city's route prioritization plan and the AVL data to understand typical driving times for the routes.

With this lead time requirement set, success criteria for the low salt prediction can be defined. We anticipate using the brine levels (currently measured in the truck) as a proxy marker for salt levels and verifying this proxy will work within a defined margin of error will be our first goal. With that proxy verified, the prediction of no salt will be made with a strong bias toward predicting running out of salt earlier rather than later. Additionally, a precision on the prediction (the 'plus or minus') will be determined and added to any error given by the proxy.

Success criteria for cutting edge replacement will be determined with a focus on precision. Implementing a solution around cutting edge replacement will require route optimization between two vehicles and will be a critical next step in the following validation pilot.

Multiple vehicles are also impacted in any solution for adjusting routes for a vehicle breakdown, so success criteria will also be focused on precision of the prediction of failure. Implementation solutions will need to access multiple vehicle's routes in progress to be able to optimize for appropriate coverage.

Deliverables

Selection

The priority of the project team will be to work with the City of Saint John SME's to determine priority of the influence points, and to select one for investigation in the exploratory modelling phase.

- **Deliverables:** Analysis to determine feasibility; Project team and City of Saint John SME Workshop to determine priority

Exploratory Modelling

Once an influence point is selected, the priority of the data science team will be to define accuracy measures to create a deeper understanding of the criteria for success. Subsequently, the team has two objectives: to explore and analyze the historical data, and assess their utility in the model prediction service, and to create exploratory models given the determined success criteria.

- **Deliverables:** Exploratory analysis and initial exploratory model

Project Team and Roles

Name	Role	Responsibility
Jeff Hussey	CSJ Project Sponsor	Executive Sponsor
Danielle Leighton	T4G Sponsor	Executive Sponsor
Jim Lafferty	T4G Project Manager	Project delivery, management of scope, timeline and budget
Bill Neal	CSJ Data Analyst	Subject matter expertise; data steward
TBD	T4G Data Science Team	Responsible for selection workshop, success criteria, exploratory modelling and demonstrations
TBD	ESJ Data Engineer	Ingest of data into ESJ Azure data lake

Proposed Timeline

T4G is positioned to begin this engagement on October 26, 2018.

The following chart indicates the relative milestones of activities and an approximate level of effort required:

Milestone	Approximate Effort Timing from Start
Selection Workshop	1 week from start
Success Criteria Definition	2 weeks from start
Exploratory Modelling	3 weeks from start
Final Demonstration	6 weeks from start

Work Effort and Payment Schedule

Work Effort	Cost
Selection & Success Criteria Definition	\$15,000
Exploratory Modelling	\$25,000
Test/Demonstrations	\$10,000
Total	\$50,000
Multiple joint-partner funding investment model	
T4G Limited	\$15,000
Microsoft	\$10,000
ESJ	\$25,000
Total	\$50,000

Pricing Notes

- The City of Saint John will pay invoices to T4G in the amount of \$33,350 as the project progresses. The City will then apply to Enterprise Saint John for reimbursement of 75% of this up to \$25,000 as part of the project. Once the City of Saint John signs off on the project per the Microsoft funding and it is released, T4G will reimburse the City of Saint John \$8,350.
- Does not include any costs related to the purchase of Enterprise licenses, or environment maintenance fees or access costs
- This is a fixed price quotation based on the information we have at this time.
- Any out of scope changes will be estimated as they arise and a Change Request outlining the additional effort will be issued.
- Unless otherwise noted, the prices included in this document are quoted in CAD dollars.
- All fees included in this document are exclusive of and subject to applicable taxes.

Payment Schedule

Milestone	Estimated Date	Payable on Event
Sign off on SOW	October 31, 2018	30%
Completion of Selection & Success Criteria Definition	November 23, 2018	10%

Second Demonstration (Exploratory modelling)	December 7, 2018	20%
Final Demonstration	December 21, 2018	40%
Total		100%

Assumptions and Constraints

- No streaming data pipelines from vehicle location data or weather updates
- Vehicle location data and status (plow and salt/sander status) access will be provided
 - Initial pilot will be street vehicles only, no sidewalk vehicles and no ministry of transport highway vehicles
- Saint John Street Plow Routes data exists in a geo format today
- No production environment is assumed, and exploratory models are not production ready
- The City of Saint John will sign off on Microsoft POE (Proof of Execution) at the end of this project in order to release the \$10,000 contribution from Microsoft

Future Phases

Should the exploratory model support the success criteria determined, the next phase is to design a pilot, with appropriate implementation and validation (testing) cycles.

If the influence point selected does not have a modelling option that meets the defined success criteria, the next phase will be an exploratory phase for the next influence point in the backlog.

Sign Off Information

By signing below, the City of Saint John and T4G agree to abide by the Terms and Conditions in Appendix A.

City Of Saint John		T4G Limited	
Signature:	<hr/>	Signature:	<hr/>
Printed Name:	<hr/>	Printed Name:	<hr/>
Title:	<hr/>	Title:	<hr/>
Date:	<hr/>	Date:	<hr/>

Appendix A - Terms and Conditions

1. Payments

- a) After commencing work on the SOW T4G will invoice City of Saint John twice per month for services rendered and reasonable out of pocket expenses. The invoices will cover the periods from the 1st to the 15th of the month, and from the 16th to the end of the month. T4G shall provide monthly progress reports to City of Saint John indicating the progress of the SOW and a description of the work remaining to be completed.
- b) For Time and Material projects, each invoice shall indicate the name(s) of the personnel and/or associates involved the number of hours worked by each, and any disbursements reasonably incurred and properly documented. In respect of any disbursements exceeding \$250, City of Saint John reserves the right to require that a copy of the invoice substantiating the disbursement be attached to T4G's invoice.
- c) All invoiced amounts shall be due upon receipt of invoice. Overdue amounts shall be subject to interest at the rate of 1.5% per month or 18% per annum.
- d) Fees stated in the SOW may not include goods and services tax, duties or other similar taxes. If T4G is required to pay any such taxes (other than income taxes) based on services provided in the SOW, such taxes will be billed to City of Saint John and City of Saint John agrees to pay such additional amounts.

2. Warranty

- a) T4G warrants that the services performed under this SOW will be performed using reasonable skill and care.
- b) THE WARRANTY ABOVE IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE WITH RESPECT TO THE SERVICES OR PRODUCTS PROVIDED UNDER THIS SOW, THE PERFORMANCE OF MATERIALS OR PROCESSES DEVELOPED OR PROVIDED UNDER THIS SOW OR AS TO THE RESULTS WHICH MAY BE OBTAINED THEREFROM INCLUDING WITHOUT LIMITATION, ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

3. Limitation of Liability

- a) In no event shall T4G's liability to City of Saint John in connection with this SOW or with respect to the services or materials provided pursuant to such SOW exceed the amount actually paid by the City of Saint John to T4G for this specific SOW.
- b) IN NO EVENT SHALL T4G BE LIABLE TO City of Saint John FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE OR ECONOMIC DAMAGES (INCLUDING BUT NOT LIMITED TO LOST PROFITS AND ANTICIPATED SAVINGS OR OTHER COMMERCIAL OR ECONOMIC LOSS OF ANY KIND WHATSOEVER), REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF

CONTRACT, TORT, STRICT LIABILITY, BREACH OF WARRANTIES, FAILURE OF ESSENTIAL PURPOSE OR OTHERWISE AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

4. Rights in Programs and Data

- a) Any copyright and any other intellectual property (including moral rights) in any computer program, code or any materials owned by T4G or its affiliates independently of this Statement of Work ("SOW") which may be provided to City of Saint John pursuant to this SOW ("T4G Pre-Existing Works"), any enhancement, modification, adaptation or improvement to any T4G Pre-Existing Works provided to City of Saint John pursuant to this SOW ("T4G Pre-Existing Work Enhancements"), and/or any computer program, code or any materials that are developed in the performance of this SOW but which are not part of the Deliverables ("T4G Works") shall remain the sole property of T4G and its affiliates. T4G hereby grants City of Saint John a non-exclusive, perpetual, royalty free right to use, reproduce, modify and distribute any T4G Pre-Existing Works, T4G Pre-Existing Work Enhancements and T4G Works owned by T4G and, unless notified otherwise, owned by its affiliates.
- b) Any copyright and any other intellectual property (including moral rights) in any computer program, code or materials other than T4G Pre-Existing Works, T4G Pre-Existing Work Enhancements and T4G Works which are developed by T4G at the specific direction of City of Saint John and provided to City of Saint John in the course of T4G's performance of this SOW ("Specific Works") shall be jointly owned by the City of Saint John and T4G (or T4G's assignee). Each party hereby grants the other party a non-exclusive, perpetual, royalty free right to use, reproduce, modify, resell and distribute any Specific Works.
- c) Any and all publications by City of Saint John of any T4G Pre-Existing Works, T4G Pre-Existing Work Enhancements, T4G Works and Specific Works must contain the applicable copyright notice, as specified by T4G or its assignee.

5. Currency

Unless specifically indicated otherwise, all references to monetary amounts in this SOW are in USD.

6. Governing Law

This SOW will be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

7. Confidentiality Obligations of T4G and City of Saint John

- a) **Maintaining Confidential Information.** Each of T4G and City of Saint John (which for purposes of this Section shall include their respective officers, directors, employees and agents) understands and agrees that during the course of the SOW, it may obtain confidential

information of the other party and its affiliates including, without limitation, information relating to computer programs, designs, processes, methods, data, developmental or experimental work, whether of a commercial or technical nature, employee work history, products, trade secrets or techniques, customer and supplier lists, pricing, costing, advertising, marketing and any other information relating to the business and affairs of the other party and its affiliates ("Confidential Information"). Each party acknowledges the valuable nature of Confidential Information of the other party and covenants and agrees to hold and maintain in strict confidence, and protect such Confidential Information against the direct or indirect unauthorized disclosure to any other firm, person or corporation and agrees that it shall not use, disclose, reproduce or dispose of Confidential Information of the other party for its own benefit or for the benefit of any other firm, person or corporation. Without limiting a party's rights with respect to any directors, officers, employees or agents of the other party, each party shall be responsible for any breach of this Section 7 by any such person.

- b) **Non-confidential Information.** The confidentiality obligations of either party with respect to the Confidential Information set forth in Section 7a) above shall not apply to any Specific Confidential Information received from the other party which:
 - (i) is or becomes publicly known or within the public domain other than through a breach by the receiving party;
 - (ii) was known to the receiving party prior to its receipt thereof from the disclosing party;
 - (iii) was rightfully received or obtained by the receiving party from a third party without an obligation of confidence to the disclosing party;
 - (iv) was disclosed without similar restrictions to a third party by the disclosing party;
 - (v) was approved for release by written authorization of the disclosing party; or
 - (vi) is required to be disclosed pursuant to a governmental agency or law so long as the receiving party provides the disclosing party with reasonable notice of such requirement prior to any such disclosure.
- c) **Remedies.** Each party recognizes that if it improperly uses or discloses the Confidential Information of the other party, such party may suffer significant irreparable injury, inadequately compensable in damages and that, accordingly, such party shall be entitled to an injunction restraining any breach of the undertakings described in Section (a) above in addition to any other remedies provided by law.
- d) **Survival.** It is expressly agreed by each of T4G and City of Saint John that their respective obligations set out in Section 7 a) shall survive the performance of any SOW, or any termination, discharge or cancellation thereof.

8. Media Releases

Each party agrees that it shall not, without the prior written consent of the other party, announce, market, advertise or promote, discuss or reveal any aspect of this SOW to any person.

As an exception to the above, the City of Saint John acknowledges and agrees that T4G is authorized to:

- a) Represent City of Saint John 's name and corporate logo in printed format as part of T4G's customer list.
- b) Develop a case study and/or customer success story featuring the activities between City of Saint John and T4G.
- c) Promote City of Saint John 's use of T4G's services on the web sites of T4G and its affiliated companies.

9. Non-Solicitation

During the term of this SOW and for a period of one (1) year following the date of early termination or expiration of this SOW, neither T4G nor City of Saint John shall directly solicit for employment any contractor or employee of the other who is directly or indirectly involved in the performance of this SOW. For greater certainty, a general advertisement for a position will not be deemed solicitation.

November 15, 2018

His Worship Mayor Don Darling and Council
City of Saint John
P.O. Box 1971
Saint John, New Brunswick
E2L 4L1

Your Worship and Councillors:

On behalf of the Saint John Aquatic Center Commission, I want to thank the City of Saint John for their supplemental funding for the 2018 fiscal year. We appreciate the continued support that allows us to provide quality aquatic and fitness services to the residents of Greater Saint John.

We are committed to improving our operations to ensure the continued viability of our facility. This includes reducing our annual deficit and taking steps to identify efficiencies and improved service. To this end, we are in the process of implementing a formal continuous improvement program and we want to thank the City for its assistance in conducting a review of our finances and procedures in an effort to better our operations. We also want to thank you for making seats available to two of our managers on your recent Lean Six Sigma yellow belt training.

We welcome any input that you may have, particularly if it will help improve our operations and our service to our patrons. Thank you for your continued support of our facility.

Sincerely,



Mike Hugenholtz
Chair

COUNCIL REPORT

M&C No.	2018-324
Report Date	November 15, 2018
Meeting Date	November 19, 2018
Service Area	Finance and Administrative Services

His Worship Mayor Don Darling and Members of Common Council

SUBJECT: Carleton Community Center Improvements Small Communities Fund (SCF) Contribution 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
<i>Samir Yammine</i>	<i>Kevin Fudge</i>	<i>Neil Jacobsen</i>

RECOMMENDATION

It is recommended that the City enter into the Contribution Agreement under the Small Communities Fund (SCF) for Carleton Community Center Improvements in the form and upon the terms and conditions as attached; and that the Mayor and Common Clerk be authorized to execute the said Agreement

EXECUTIVE SUMMARY

The purpose of this report is to seek Common Council's approval to execute the Funding Agreement under the Small Communities Fund (SCF) for the Carleton Community Center Improvements.

PREVIOUS RESOLUTION

NA

REPORT

Staff have been previously authorized by Council to proceed with the funding application for the Carleton Community Center Improvements

The City received a notification from the Province of New Brunswick that the application was successful and the City of Saint John has been approved for a grant in the amount of \$284,352 toward Carleton Community Center Improvements.

The SCF funding will be used toward the cost of the following activities and scope of work:

- Install new energy efficiency exterior windows
- Install High Energy Efficiency Heating and Ventilation system including smart control system
- Replace the existing lighting with a high energy efficiency lighting system

The benefits of the project are as follow:

- Reduce GHG emissions by 22 Tonnes of CO₂
- Reduce Infrastructure deficit by approximately \$400,000
- Reduce Annual Energy Cost by approximately \$22,000
- Improve customer service and reliability of asset performance thus minimizing risks associated with assets failure
- Defer Approved Capital cost to other capital projects. The SCF funding has provided opportunity to reduce or defer over \$190,000 in approved capital fund
- Showcase the City Market as an example of environmental and economic sustainability

STRATEGIC ALIGNMENT

The proposed Project is aligned with the following City plans, policies, Council Priorities, programs and practices:

1- Municipal Energy Efficiency Program (MEEP) and the Climate Change and Community Energy Plan objective to reduce GHG emissions.

2- City of Saint John Asset Management Policy objectives to apply risk-based decision and life-cycle costing principles to prioritize capital investment, 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-Plan SJ to reduce the City's ecological footprint and strives toward greater long term environmental sustainability for future generations and conserve energy and reduces energy use through sustainable Building design, alternative energy systems and reduced auto dependence

4- Council Priorities to be financially responsible by leveraging opportunities to generate alternative funding sources as well as Invest in, arts, culture and recreation experience s that create a sense a community pride

SERVICE AND FINANCIAL OUTCOMES

The City of Saint John will receive a total grant up in the amount of \$284,352 toward the proposed initiative. The proposed improvements capital cost have been approved under the 2017 Capital Budget.

INPUT FROM OTHER SERVICE AREAS AND STAKEHOLDERS

The City of Saint John Finance and Administrative Services Department have reviewed the attached Agreement and are satisfied with the recommendation as they pertain to their respective areas of services

ATTACHMENTS

Small Communities Fund Contribution Agreement

SMALL COMMUNITIES FUND CONTRIBUTION AGREEMENT

This Agreement is made as of the date of last signature.

BETWEEN: HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF NEW BRUNSWICK,
as represented by the Minister of Environment and Local Government, and,
**REGIONAL DEVELOPMENT CORPORATION/SOCIÉTÉ DE DÉVELOPPEMENT
RÉGIONAL** ("New Brunswick")

AND: THE CITY OF SAINT JOHN
in the Province of New Brunswick ("Recipient")

WHEREAS CANADA AND NEW BRUNSWICK entered into a funding agreement, the *Canada – New Brunswick New Building Canada Fund Small Communities Fund Funding Agreement 2014-15 to 2023-24*, effective December 3, 2014 as amended by *Amendment No. 1* dated August 18, 2016 (SCF Funding Agreement), to establish the terms and conditions whereby Canada will provide funding to New Brunswick for Projects;

AND WHEREAS the New Building Canada Fund provides funds over ten (10) years towards the Small Communities Fund (SCF) for projects in smaller communities that address local priorities while contributing to national or regional objectives, and support economic growth, a clean environment and stronger communities;

AND WHEREAS Canada agrees to provide a maximum funding for a Project, from all federal sources, not exceeding one-third (1/3) of the total Eligible Expenditures for that Project, and New Brunswick agrees to provide funding for the Eligible Expenditures of a Project in an amount at least equal to Canada's funding of Eligible Expenditures for that Project;

AND WHEREAS New Brunswick agrees to enter into Agreements with Recipients for funding, namely the present *Small Communities Fund Contribution Agreement* (Agreement);

AND WHEREAS this Agreement is made pursuant to the *Canada - New Brunswick New Building Canada Fund Small Communities Fund Funding Agreement 2014-15 to 2023-24* as amended by *Amendment No. 1* (SCF Funding Agreement) and therefore all relevant provisions of that SCF Funding Agreement shall apply;

NOW THEREFORE, in accordance with the mutual covenants and agreements herein, the parties agree as follows:

1. PURPOSE

The purpose of this Agreement is to establish the terms and conditions whereby New Brunswick will provide funding to the Recipient for the Project described in Schedule A.

2. ANNEXES AND SCHEDULES

The following schedules are attached to, and form part of this Agreement:

Schedule A – Project Description

Schedule B – Eligible and Ineligible Expenditures

Schedule C – Detailed Claim Form

Schedule D – Progress Report Form

Schedule E – Completion Documents

- E.1 Declaration of Substantial Completion

- E.2 Project Completion Form

Schedule F – Communications Guideline

3. INTERPRETATION

3.1 DEFINITIONS

In addition to the terms and conditions defined in the recitals and elsewhere in this Agreement, a capitalized term has the meaning given to it in this Section.

“Agreement” means this *Small Communities Fund Contribution Agreement* and all schedules, as may be amended from time to time.

“Agreement End Date” means the date at which the final payment is made to the Recipient which will, in any case, be no later than June 30, 2023.

“Asset” means any real or personal property or immovable or movable asset, acquired, constructed, rehabilitated or improved, in whole or in part, with funds provided by New Brunswick under the terms and conditions of this Agreement.

“Canada” means the Government of Canada, as represented by the President of the Queen’s Privy Council for Canada, Minister of Infrastructure, Communities and Intergovernmental Affairs.

“Community” means an entity of the Local Government pursuant to applicable provincial legislation. That is, having the status of a Local Government pursuant to provincial legislation in New Brunswick.

“Effective Date” means the date of last signature of this Agreement.

“Eligible Expenditures” means those costs incurred and paid that are eligible for reimbursement by New Brunswick, with funds from New Brunswick and Canada, as set out in Schedule B that have been approved as part of a Project approval.

“Fiscal Year” means the period beginning April 1 of a year and ending March 31 of the following year.

“Local Government” or **“Local Governments”** means one or more municipality, rural community, regional municipality and any other public authority responsible for delivering local services in New Brunswick, if that authority has been given the said responsibility by statute.

“Oversight Committee” means the committee established under the SCF Funding Agreement consisting of representatives from Canada and New Brunswick.

“Project” or **“Projects”** means the project approved by New Brunswick under the SCF Funding Agreement as described in Schedule A.

“Project Completion” means when a Project can be used for the purpose for which it was intended as declared in the Declaration of Substantial Completion as set out in Schedule E.

“Project Completion Date” means the date as shown on the executed Declaration of Substantial Completion as set out in Schedule E.

“SCF Funding Agreement” means the *Canada – New Brunswick New Building Canada Fund Small Communities Fund Funding Agreement 2014-2015 to 2023-2024* as amended by *Amendment No. 1* which sets out the roles and responsibilities of Canada and New Brunswick for the delivery of the program, including attached Schedules.

“SCF Funding Agreement End Date” means March 31, 2024.

3.2 ENTIRE AGREEMENT

This Agreement comprises the entire agreement between the parties. No prior document, negotiation, provision, undertaking or agreement in relation to the subject of the Agreement has legal effect, unless incorporated by reference into this Agreement. No representation or warranty express, implied or otherwise, is made by New Brunswick to the Recipient except as expressly set out in this Agreement.

3.3 DURATION OF AGREEMENT

This Agreement will be effective as of the Effective Date and will terminate on the Agreement End Date.

4. OBLIGATIONS OF THE PARTIES

4.1 COMMITMENTS BY NEW BRUNSWICK

- a) New Brunswick agrees to provide funding from Canada and New Brunswick to the Recipient in a total amount not to exceed two-thirds (2/3) of the Eligible Project Expenditures of the Project as set out in paragraph b) and in accordance with Schedule A.

- b) The maximum federal funding for a Project, from all federal sources, will not exceed one-third (1/3) of the total Eligible Expenditures for that Project. The maximum provincial funding for a Project, from all provincial sources, will not exceed one-third (1/3) of the total Eligible Expenditures for that Project.
- c) Subject to paragraph 4.2 c) the parties agree that New Brunswick's role is limited to providing funding to Projects and that New Brunswick and Canada will have no involvement in the implementation of any Project or its operation. New Brunswick and Canada are neither a decision-maker nor an administrator of the Project.

4.2 COMMITMENTS BY THE RECIPIENT

- a) The Recipient agrees to complete the Project, claim only for Eligible Expenditures in a diligent and timely manner, and is responsible for any unapproved expenditures and cost overruns.
- b) The Recipient will be responsible for the costs of producing and installing federal and provincial program signs. Signage costs are an Eligible Expenditure.
- c) If the Project is not completed or is cancelled, the Recipient agrees to return any previous payments to New Brunswick within thirty (30) days of written notification to that effect.
- d) The Recipient shall allow any authorized representative of New Brunswick or Canada reasonable access to the project site to assess the Project's progress, to review all records and accounts maintained and to carry out the evaluation process required for the implementation of the SCF Funding Agreement. The Recipient shall provide all records and accounts as requested by New Brunswick.
- e) The Recipient agrees to bear all operating expenditures of the Project.

4.3 APPROPRIATIONS

Notwithstanding New Brunswick's obligation to make any payment under this Agreement, this obligation does not arise if, at the time when a payment under this Agreement becomes due, the Legislature of New Brunswick or the Parliament of Canada has not passed an appropriation that is sufficient and constitutes lawful authority for making the payment. New Brunswick and Canada may reduce or terminate any payment under this Agreement in response to the reduction of appropriations or departmental funding levels in respect of transfer payments, the program under which this Agreement was made or otherwise, as evidenced by any appropriation act of the federal or provincial Crown's main or supplementary estimates expenditures. New Brunswick and Canada will not be liable for any direct, indirect, consequential, exemplary or punitive damages, regardless of the form of action, whether in contract, tort or otherwise, arising from any such reduction or termination of funding.

5. PROJECT IMPLEMENTATION

- 5.1 The Recipient shall not change the project scope, timing or location without the prior written approval of New Brunswick. The Recipient will promptly inform New Brunswick should the project be cancelled.
- 5.2 For the duration of the Project, the Recipient will provide New Brunswick with progress report forms as set out in Schedule D, updated every June 15 and November 15.
- 5.3 The Recipient will be responsible for arranging the engineering design, calling of public tenders and awarding of the contract to the successful bidder, and overall management of the contract. The Recipient will award and manage all contracts in accordance with their relevant policies and procedures and, if applicable, in accordance with the Agreement on Internal Trade and applicable international and interprovincial trade agreements, and all other applicable laws, including the *Procurement Act*, SNB 2012, c.20.
- 5.4 The Recipient agrees to ensure that the Project work shall be carried out in accordance with all federal, provincial, or municipal (local government) rules, regulations and laws governing such works and in accordance with the best general practices then current at the time of construction of the project.
- 5.5 The Recipient consents to the participation of New Brunswick or its representative at all public tender openings.
- 5.6 New Brunswick reserves the right to request additional information for review and approval purposes, including assessment of risks, or to make a determination as per Sections 7 (Environmental Assessment and Licensing) and 8 (Aboriginal Consultation).
- 5.7 Repair, restoration or replacement of property that was required to be removed, altered, damaged or destroyed in the course of carrying out the Project will be performed to bring the property to its pre-existing condition, meaning the same condition that the property was in at the time of the removal, alteration, damage, or destruction. Except as may be required by law, the work and materials required to bring the property to its pre-existing condition shall not exceed the quality or quantity as originally existed. Eligible Expenditures will not include any expenditures for enhancements or improvements.

6. DISPOSAL OF ASSETS

- 6.1 Unless otherwise agreed to by New Brunswick, the Recipient agrees to retain title to and ownership of an Asset for five (5) years after the Project Completion Date.
- 6.2 If at any time within five (5) years from the Project Completion Date of a Project, the Recipient sells, leases, or otherwise disposes of, directly or indirectly, any Asset purchased, acquired, constructed, rehabilitated or renovated, in whole or in part, under this Agreement, other than to Canada, New Brunswick, a Local Government, or with New

Brunswick's written consent, the Recipient may be required to reimburse New Brunswick any funds received from New Brunswick and Canada for the Project.

7. ENVIRONMENTAL ASSESSMENT AND LICENSING

- 7.1 The Project may be subject to, among others, New Brunswick *Regulation 87-83 Environmental Impact Assessment Regulation – Clean Environment Act*. That Regulation contains a list of undertakings found in Schedule A of the Regulation, which are required to be registered and screened to determine whether a full Environmental Impact Assessment is warranted. If the project requires registration, a determination on the project must be obtained from the Minister of Environment and Local Government prior to any site work on the Project beginning.
- 7.2 The Project may also be subject to, among others, *Canadian Environmental Assessment Act (2012)*. This Act contains a list of physical activities found in *Regulations Designating Physical Activities* of the Act, which are required to be a designated project for an environmental assessment. If the Project is a designated project under the *Canadian Environmental Assessment Act (2012)*, a decision statement must be obtained prior to any site work on the Project beginning.
- 7.3 If the Project requires registration under New Brunswick *Regulation 87-83 Environmental Impact Assessment Regulation – Clean Environment Act* and/or is deemed to be a designated project under the *Canadian Environmental Assessment Act (2012)*, no funds will be advanced to a recipient for expenditures related to construction work until a copy of the signed letter of determination and/or a copy of the decision statement has been received by New Brunswick.
- 7.4 The Recipient will obtain all necessary licenses, permits, and approvals required for the Project by applicable legislation, regulations and by-laws be they Federal, Provincial or Municipal.

8. ABORIGINAL CONSULTATION

- 8.1 Funding for the Project is conditional upon New Brunswick and Canada being satisfied that obligations with respect to the legal duty to consult, and if applicable, requirement to accommodate Aboriginal groups are met.
- 8.2 Recipient will comply with all obligations (i) under Applicable Law; (ii) as required by regulatory bodies having jurisdiction over the subject matter of the Project; and (iii) under common law, to engage in Aboriginal consultation and consider Aboriginal interests.

9. CLAIMS AND PAYMENT

- 9.1 Each claim for reimbursement of Eligible Expenditures shall be submitted on forms herein provided in Schedule C. Claims will include copies of invoices along with all supporting

documents, proof of payment of each invoice submitted for reimbursement, and such other documents as may be requested by New Brunswick.

- 9.2 When any other federal or provincial assistance is given or is to be given in respect of the Project which was not taken into consideration in the original application, the contribution hereunder may be reduced by a corresponding amount.
- 9.3 New Brunswick reserves the right to withhold any or all reimbursements of Eligible Expenditures until completion documents provided in Schedule E are completed and returned to New Brunswick by the Recipient.
- 9.4 No claim for reimbursement shall be paid by New Brunswick unless it is received on or before January 20 of the year following the Fiscal Year in which the Eligible Expenditure is incurred and in all circumstances, no later than March 31, 2023.

10. REPORTING

- 10.1 Recipient will provide to New Brunswick at minimum on a semi-annual basis a Project progress report in a format acceptable to New Brunswick and in accordance with Schedule D (Progress Report Form); and will submit, in a format acceptable to New Brunswick, a final project report in accordance with Schedule E (Completion Documents).

11. AUDITS

The Recipient agrees to allow New Brunswick reasonable and timely access to all its documentation, records and accounts and those of their respective agents or third parties related to the Project, and all other relevant information and documentation requested by New Brunswick, or their designated representatives, for the purposes of audit, evaluation, and ensuring compliance with this Agreement.

12. RECORD KEEPING

The Recipient will keep proper and accurate financial accounts and records, including but not limited to its contracts, invoices, statements, receipts, and vouchers in respect of the Project, for at least six (6) years after the SCF Funding Agreement End Date and will provide New Brunswick and their designated representatives with reasonable and timely access to documentation for the purposes of audit, evaluation, and ensuring compliance with this Agreement.

13. INDEMNIFICATION

The Recipient will at all times indemnify and save harmless New Brunswick and Canada, its officers, servants, employees, or agents, from and against all actions, whether in contract, tort or otherwise, claims and demands, losses, costs, damages, suits or other proceedings by whomsoever brought or prosecuted in any manner based upon or occasioned by any injury to

persons, damage to or loss or destruction of property, economic loss or infringement of rights caused by, in connection with or arising directly or indirectly from this Agreement, the SCF Funding Agreement, or a Project, except to the extent to which such actions, claims, demands, losses, costs, damages, suits or other proceedings relate to the negligence or breach of this Agreement or the SCF Funding Agreement by an officer, servant, employee or agent of New Brunswick or Canada in the performance of his or her duties.

14. COMMUNICATIONS

14.1 No public announcement of an activity related to the Project shall be made by the Recipient without the prior written consent of New Brunswick.

14.2 The parties shall comply with the communications guideline set out in Schedule F referred to as the Communications Guideline.

15. GENERAL

15.1 SURVIVAL

Any provision in this Agreement which imposes an obligation after the termination or expiration of this Agreement, shall survive the termination or expiration of this Agreement.

15.2 ACCOUNTING PRINCIPLES

All accounting terms will have the meanings assigned to them, all calculations will be made and all financial data to be submitted will be prepared, in accordance with the generally accepted accounting principles (GAAP) in effect in Canada.

15.3 REPAYABLE CONTRIBUTIONS

Any funding provided to a Recipient that is a private sector body intended to allow the business to generate profits or to increase the value of the business, will be repayable to New Brunswick.

15.4 COUNTERPART SIGNATURE

This Agreement may be signed in counterpart, and the signed copies will, when attached, constitute an original Agreement.

15.5 SEVERABILITY

If for any reason a provision of this Agreement that is not a fundamental term of this Agreement between the parties is found to be or becomes invalid or unenforceable, in whole or in part, and if both parties agree, it will be deemed to be severable and will be deleted from this Agreement, but all the other terms and conditions of this Agreement will continue to be valid and enforceable.

15.6 AMENDMENTS

This Agreement may be amended from time to time on written agreement of the parties.

15.7 WAIVER

A party may waive any of its rights under this Agreement only in writing. Any tolerance or indulgence demonstrated by the party will not constitute a waiver.

16. OTHER

16.1 New Brunswick and the Recipient acknowledge that the financial contribution by Canada under this Agreement and, in consideration of that contribution and notwithstanding that Canada is not a signatory to this Agreement, the parties agree that the terms of this Agreement applicable to or with respect to Canada, are for her sole benefit.

16.2 Nothing in this Agreement is to be construed as authorizing one party to contract for or to incur any obligation on behalf of the other or to act as an agent for the other. Nothing in this Agreement is to be construed as authorizing the Recipient or any third party to contract for or to incur any obligation on behalf of either party or to act as an agent for either party.

16.3 If there is a conflict between this Agreement and the SCF Funding Agreement, the provisions of the SCF Funding Agreement will apply.

16.4 The Recipient will ensure that no current or former public servant or public office holder to whom any post-employment, ethics and conflict of interest legislation, guidelines, codes or policies of Canada or New Brunswick applies will derive direct benefit from the Project's funding, unless the provision or receipt of such benefits is in compliance with such legislation, guidelines, policies or codes.

16.5 This Agreement is subject to the provincial *Right to Information and Protection of Privacy Act* as well as the federal *Access to Information Act* and the *Privacy Act*.

16.6 In the event of a breach of any of the terms and conditions of this Agreement by the Recipient, no further contributions shall be made by New Brunswick and all previous payments shall be returned to New Brunswick within thirty (30) days of written notification to that effect.

17. NOTICE

Any notice or communication authorized or permitted with respect to this Agreement shall be effectively given if:

- a) delivered by hand; or
- b) sent by letter; or
- c) sent by electronic mail; or
- d) sent by facsimile (FAX); or
- e) prepaid to the address or FAX number, as given in this Agreement.

Any notice or communication required or permitted by this Agreement to be made by the Recipient to New Brunswick shall be provided to:

Community Funding Branch
Province of New Brunswick
Department of Environment and Local Government
P.O. Box 6000
Fredericton, NB E3B 5H1
Phone: 506-457-4947
Fax: 506-444-2734
Email: SCF-FPC@gnb.ca

Any notice or communication that is made by New Brunswick to the Recipient may be sent to the coordinates indicated in the Project application form or such other address or electronic mail the Recipient designates in writing to New Brunswick.

18. COMPLIANCE WITH LAWS

The Recipient will comply with all applicable laws, regulations, all requirements of regulatory bodies having jurisdiction over the subject matter of the Project and any common law obligations to consult with, and where appropriate, will engage in Aboriginal consultation and consider Aboriginal interests.

19. GOVERNING LAW

This Agreement is governed by the laws applicable in the Province of New Brunswick.

SIGNATURES

**HER MAJESTY THE QUEEN IN RIGHT OF
THE PROVINCE OF NEW BRUNSWICK**

Original signed by:

Hon. Serge Rousselle, Q.C.
Minister of Environment and
Local Government

Date

Witness

THE CITY OF SAINT JOHN

Original signed by:

His Worship Donald Darling
Mayor

Date

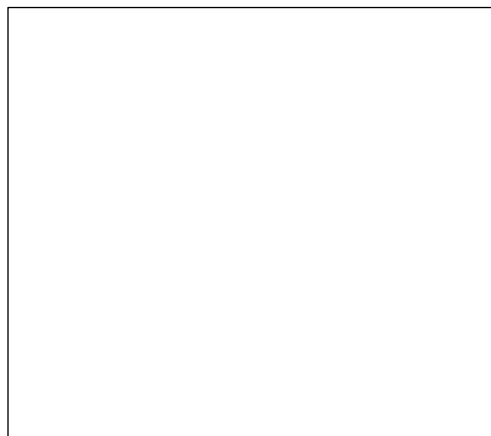
**REGIONAL DEVELOPMENT CORPORATION
SOCIÉTÉ DE DÉVELOPPEMENT RÉGIONAL**

Name: _____
Title: _____

Jonathan Taylor
Clerk

Date

Date



Recipient Seal

SCHEDULE A – Project Description

Recipient: The City of Saint John

Project Number: 6920-2041

Project Title: Carleton Community Centre Improvements

Project Description:

The Carleton Community Centre serves a large community in the lower West Side of the City. It hosts community programming, a Wellness Clinic, a Food Bank, and many other amenities. The project will supply and install a new ventilation system including a heat recovery system to provide heating, cooling, and fresh air to the building in an energy efficient manner. Project will also include replacement of exterior windows with new energy efficient windows.

Eligible Project Expenditures:

The Canada – New Brunswick New Building Canada Fund Small Communities Fund shall contribute a financial incentive of two-thirds (2/3) of the aforementioned eligible project expenditures of \$426,528 being an amount not exceeding \$284,352. Subject to this Agreement, the Recipient shall be responsible for contributing at least one-third (1/3) of the Eligible Expenditures of the project implemented under this Agreement.

Expenditure overruns will not be considered as Eligible Expenditures and will be the responsibility of the Recipient. No contributions shall be made by the Canada – New Brunswick New Building Canada Fund Small Communities Fund with respect to any expenditure incurred other than the eligible project expenditures.

Financing of Project:

Federal: \$142,176

Provincial: \$142,176

Recipient: \$142,176

Total: \$426,528

Environment Impact Assessment (EIA) is required (or additional information is needed to determine that it is not required): No

Forecasted construction start dates (YYYY/MM/DD): 2017/07/04

Forecasted construction end dates (YYYY/MM/DD): 2017/07/30

Project Category Outcomes/Benefits that will need to be quantified:

- Extends the life of an existing asset.

SCHEDULE B – Eligible and Ineligible Expenditures (as amended by *Amendment No. 1* dated August 18, 2016)

Eligible Expenditures

For the purposes of this Agreement, Eligible Expenditures mean all direct and necessary expenditures incurred and paid by a Recipient towards the Project, associated with acquiring, planning, designing, constructing or renovating a tangible capital asset, as defined by Generally Accepted Accounting Principles (GAAP). This also specifically includes the following:

- a) Expenditures directly associated with joint federal communication activities and with federal project signage.
- b) The incremental costs of the Recipient's employees or leasing of equipment may be included as Eligible Expenditures under the following conditions:
 - i. The Recipient is able to demonstrate that it is not economically feasible to tender a contract;
 - ii. The employee or equipment is engaged directly in respect of the work that would have been the subject of the contract; and
 - iii. The arrangement is approved in advance and in writing by New Brunswick.
- c) Costs of Aboriginal consultation, and where appropriate, accommodation.

Ineligible Expenditures

The following are deemed ineligible expenditures:

- a) expenditures incurred before the approval of the Project by Canada;
- b) expenditures incurred after the Project Completion Date with the exception of expenditures related to audit and evaluation requirements pursuant to the Agreement;
- c) the expenditures related to developing a business case or proposal for funding;
- d) the expenditures related to purchasing land, buildings and associated real estate and other fees;
- e) financing charges and interest payments on loans;
- f) leasing land, buildings, equipment and other facilities except for equipment directly related to the construction of the Project;
- g) furnishings and non-fixed assets which are not essential for the operation of the Project;
- h) general repairs and maintenance of a Project and related structures, unless they are

part of a larger capital expansion project;

- i) services or works normally provided by the Recipient, incurred in the course of implementation of the Project, except those specified as Eligible Expenditures;
- j) the expenditures related to any goods and services which are received through donations or in kind;
- k) any overhead expenditures, including salaries and other employment benefits of any employees of the Recipient, direct or indirect operating or administrative expenditures of Recipient, and more specifically expenditures related to planning, engineering, architecture, supervision, management and other activities normally carried out by staff except in accordance with subsections in the Eligible Expenditures above;
- l) taxes for which the Recipient is eligible for a tax rebate and all other expenditures eligible for rebates;
- m) for administration of this Agreement administration expenditures involving the salaries and benefits of existing staff and general administration expenditures unrelated to Agreement implementation; and,
- n) legal fees.

Small Communities Fund Detailed Claim Form

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SCHEDULE D – Progress Report Form

A progress report will be provided to New Brunswick at a minimum on a semi-annual basis, by **June 15** and by **November 15**. Changes must be highlighted. Changes in the progress report are not an acceptance by the Minister of a change of scope or change of funding from that as set out in the Agreement. An amendment to the Agreement may be required. Submit progress reports electronically to SCF-FPC@gnb.ca.

Small Communities Fund Progress Report	
Project Number	6920-2041
Recipient	The City of Saint John
Project Title	Carleton Community Centre Improvements
Project Description	The Carleton Community Centre serves a large community in the lower West Side of the City. It hosts community programming, a Wellness Clinic, a Food Bank, and many other amenities. The project will supply and install a new ventilation system including a heat recovery system to provide heating, cooling, and fresh air to the building in an energy efficient manner. Project will also include replacement of exterior windows with new energy efficient windows.
Federal Contribution (Eligible Expenditures)	\$142,176
Provincial Contribution (Eligible Expenditures)	\$142,176
Recipient Contribution (Eligible Expenditures)	\$142,176
Other Contribution (Eligible Expenditures - must include details on any other sources of federal funding)	\$0
Federal Signage Installed (Y/N) If Yes, at What Date?	<input type="checkbox"/> YES <input type="checkbox"/> NO
Forecasted Construction Start Date (YYYY/MM/DD)	2017/07/04
Forecasted Construction End Date (YYYY/MM/DD)	2017/07/30
Actual Construction Start Date (if known) (YYYY/MM/DD)	
Actual Construction End Date (if known) (YYYY/MM/DD)	

Environment Impact Assessment (EIA) is required (or additional information is needed to determine that it is not required)	No
Project Status (Approved, Contract Signed, In Construction, Completed)	
Project Complete? (Y/N)	<input type="checkbox"/> YES <input type="checkbox"/> NO
Percentage of Project Complete	
Additional Information	
Forecasted Amounts to be Claimed	
Timeframe	Amount to be Claimed
Now – February 15, 2018	
February 16, 2018 – February 15, 2019	
February 16, 2019 – February 15, 2020	
February 16, 2020 – February 15, 2021	
February 16, 2021 – February 15, 2022	
February 16, 2022 – February 15, 2023	

SCHEDULE E – Completion Documents

DECLARATION OF SUBSTANTIAL COMPLETION (E.1)

In the matter of the Agreement entered into between Her Majesty the Queen in Right of the Province of New Brunswick, represented by the Minister of Environment and Local Government and REGIONAL DEVELOPMENT CORPORATION/SOCIÉTÉ DE DÉVELOPPEMENT RÉGIONAL, and The City of Saint John, represented by the Mayor and Administrator/Clerk.

I, _____, a Licensed Engineer or Architect in the Province of New Brunswick, do solemnly declare as follows:

1. That I am the _____ (title, department, company), and as such have knowledge of the matters set forth in this affidavit;
2. That the work identified as Project No. 6920-2041 in the above-mentioned Agreement has been substantially completed as described in Schedule A; and
3. That the work:
 - a. was carried out by _____ (the prime contractor(s)), between the dates _____ (start date) and _____ (completion date);
 - b. was supervised and inspected by qualified staff;
 - c. conforms with the plans, specifications and other documentation for the work; and
 - d. conforms with applicable environmental legislation, and appropriate mitigation measures have been implemented.

Declared at _____ (city), in the Province

of _____ this _____ day of _____, 20____.

Signature

Professional stamp

**Canada-New Brunswick New Building Canada Fund – Small Communities Fund /
Nouveau Fonds Chantiers Canada – Fonds des Petites Collectivités Canada-Nouveau-Brunswick
PROJECT COMPLETION FORM / FORMULAIRE D'ACHÈVEMENT DU PROJET (E.2)**

Recipient / Bénéficiaire : The City of Saint John	Project Number / Numéro du projet : 6920-2041
Project Title / Titre du projet : Carleton Community Centre Improvements	
Contact / Personne-ressource :	Tel. / Tél. :
<u>Project Description / Description du projet :</u> The Carleton Community Centre serves a large community in the lower West Side of the City. It hosts community programming, a Wellness Clinic, a Food Bank, and many other amenities. The project will supply and install a new ventilation system including a heat recovery system to provide heating, cooling, and fresh air to the building in an energy efficient manner. Project will also include replacement of exterior windows with new energy efficient windows.	
I hereby certify the following / J'atteste par la présente ce qui suit :	
Has the final claim been submitted to New Brunswick/ Est-ce que la demande finale de paiement a été soumise auprès du Nouveau-Brunswick? <input type="checkbox"/> YES / OUI <input type="checkbox"/> NO / NON 	
Has the project been completed? / Est-ce que le projet a été achevé? <input type="checkbox"/> YES / OUI <input type="checkbox"/> NO / NON 	
Have the holdbacks been released? / Est-ce que les retenues ont été débloquées? <input type="checkbox"/> YES / OUI <input type="checkbox"/> NO / NON If no, when are they due / Si non, quand sont-elles dues? _____ 	
Were necessary environmental mitigation measures adhered to?/ Est-ce que les mesures d'atténuation environnementale nécessaire ont été appliquées? <input type="checkbox"/> YES / OUI <input type="checkbox"/> NO / NON 	
Were the following project benefits achieved? / Est-ce que les avantages du projet suivant ont été concrétisés?	
<div style="display: flex; justify-content: space-between;"> <div> <ul style="list-style-type: none"> Improvement in air quality. Renewal of existing infrastructure. Improvement in energy efficiency. Reduce maintenance costs. </div> <div style="text-align: right;"> <input type="checkbox"/> YES / OUI <input type="checkbox"/> NO / NON </div> </div>	
Did you provide quantified results regarding the following Project Category Outcomes/Benefits? / Avez-vous fourni des résultats quantifiés pour les Résultats et avantages du projet suivants?	
<div style="display: flex; justify-content: space-between;"> <div> <ul style="list-style-type: none"> Extends the life of an existing asset. </div> <div style="text-align: right;"> <input type="checkbox"/> YES / OUI <input type="checkbox"/> NO / NON </div> </div>	

Final Project Cost / Coût final du Projet :	
Federal Share / Part fédérale :	
Provincial Share / Part provinciale :	
Recipient Share / Part du Bénéficiaire :	
<p>Federal funding was spent on Eligible Expenditures in accordance with the terms and conditions of the Agreement</p> <p style="text-align: right;"><input type="checkbox"/> YES / OUI <input type="checkbox"/> NO / NON</p> <p>Le financement fédéral a servi à financer des dépenses admissibles, conformément aux modalités de l'Entente.</p>	
<p>The undersigned hereby certifies that the information above is accurate, and he /she agrees that the project file will be closed and all unclaimed funds will be decommissioned.</p>	<p>Le/La soussigné(e) atteste par la présente que l'information fourni ci-dessus est juste, et qu'il/elle est d'accord que le dossier du projet sera fermé et que tout fonds non-réclamé seront mis hors service.</p>
<p>_____ Recipient Signature / Signature du Bénéficiaire</p>	<p>_____ Date (YA / M / DJ)</p>

SCHEDULE F – Communications Guideline

PURPOSE

This Communications Guideline outlines the roles and responsibilities of each of the parties to this Agreement, as well as those of Canada, with respect to communications activities related to the Project.

This Communications Guideline shall guide all communications activity planning, development and implementation with a view to ensuring efficient, structured, continuous and coordinated communications to the Canadian public.

The provisions of this Communications Guideline shall apply to all communications activities related to any Projects funded through the SCF, or allocations; and by consequence the Project funded under this Agreement. Such communications activities may include, but are not limited to, public or media events, news releases, reports, web and social media products or postings, blogs, project signs, digital signs, publications, success stories and vignettes, photo compilations, videos, advertising campaigns, awareness campaigns, editorials, and multi-media products.

1. GUIDING PRINCIPLES

The parties recognize the importance of managing the delivery of coherent communications activities based on the principle of transparent and open discussion and collaboration.

Communications activities undertaken through this Communications Guideline should ensure that Canadians are informed of infrastructure investments made to help improve their quality of life and that they receive consistent information about the funded Project and its benefits.

The communications activities undertaken jointly by Canada, New Brunswick and the Recipient shall recognize the funding of all parties to the Project.

2. GOVERNANCE

The Oversight Committee shall be responsible for monitoring the implementation of this Communications Guideline.

New Brunswick is responsible for communicating the requirements and responsibilities outlined in this Communications Guideline to the Recipient and for ensuring their compliance.

New Brunswick shall communicate to the Recipient any deficiencies and/or corrective

actions identified by Canada or by the Oversight Committee.

3. DISPUTES, MONITORING AND COMPLIANCE

The Oversight Committee will monitor the parties' compliance with this Schedule, and may, at its discretion, advise the parties of issues and required adjustments.

4. PROGRAM COMMUNICATIONS

Notwithstanding Section 6 of this Communications Guideline, Canada retains the right to meet its obligations to communicate information to Canadians about the SCF and the use of funds through its own communications products and activities.

Canada, New Brunswick and the Recipient may include general program messaging and Project examples in their own communications products and activities. The party undertaking these activities will provide each party with an opportunity to participate and shall recognize the funding of the parties.

Canada, New Brunswick and the Recipient will not unreasonably restrict the other parties from using, for their own purposes, public communications products related to the Project funded through the SCF and if web-based, from linking to it.

5. OPERATIONAL COMMUNICATIONS

The Recipient is solely responsible for operational communications with respect to Projects, including but not limited to, calls for tender, construction, and public safety notices. Operational communications as described above are not subject to the federal official language policy; however, operational communications as described above are subject to the provincial official language policy.

The Recipient shall share information promptly with New Brunswick should significant media inquiries be received or emerging media or stakeholder issues arise relating to the Project.

6. MEDIA EVENTS AND ANNOUNCEMENT FOR PROJECTS

Media events include, but are not limited to, news conferences, public announcements, official events or ceremonies, and news releases. Canada, New Brunswick and the Recipient will have regular media events about the funding and status of the Projects. Key milestones may be marked by public events, news releases and/or other mechanisms.

Each of the parties or Canada may request a media event. Media events related to the Project shall not occur without the prior knowledge and agreement of all the parties. The requestor of a media event shall provide at least fifteen (15) business

days' notice to the other parties of their intention to undertake such an event. The event shall take place at a mutually agreed date and location.

The party undertaking these activities shall provide the opportunity for the other parties to participate through a designated representative and shall recognize the funding of all parties. Each party shall choose their own designated representative. The conduct of all joint media events and products shall follow the *Table of Precedence for Canada* as outlined at www.pch.gc.ca/eng/1359384273319/1359384663213.

All joint communications material related to media events shall be approved by Canada and recognize the funding of all funding partners (Canada, New Brunswick, Recipient and others, as appropriate).

All joint communications material shall reflect Canada's policy on official languages and the federal identity program.

7. SIGNAGE

Canada, New Brunswick and the Recipient may each have a sign recognizing their funding contribution to the Project.

Unless otherwise agreed by Canada and New Brunswick, New Brunswick shall produce and the Recipient shall install a federal sign to recognize federal funding at each Project site in accordance with current federal signage guidelines. Additionally, New Brunswick shall produce and the Recipient shall install a provincial sign to recognize provincial funding at each Project site in accordance with current provincial signage guidelines. The federal sign design, content, and installation guidelines will be provided by Canada to New Brunswick.

Where the Recipient decides to install a permanent plaque or other suitable marker with respect to the Project, it shall recognize the federal and provincial contributions and be approved in writing by both Canada and New Brunswick.

The Recipient agrees to inform in writing New Brunswick of program sign installations. Program signage shall be installed at the Project site(s) thirty (30) days prior to the start of construction, be visible for the duration of the Project, and remain in place until thirty (30) days after construction is completed and the infrastructure is fully operational or opened for public use.

Federal signage shall be at least equivalent in size and prominence to Project signage for contributions by other orders of government and be installed in a prominent and visible location that takes into consideration pedestrian and traffic safety and visibility.

8. COMMUNICATIONS COSTS

The eligibility of expenditures related to communication activities will be subject to Schedule B.

9. COMMUNICATING SUCCESS STORIES

New Brunswick agrees to facilitate, as required, communications between Canada and the Recipient for the purposes of collaborating on communications activities and products including but not limited to Project success stories, vignettes, and multi-media products.

10. ADVERTISING CAMPAIGNS

Recognizing that advertising can be an effective means of communicating with the public, Canada and New Brunswick may, at their own cost, organize an advertising or public information campaign related to the SCF or eligible Projects. However, such a campaign shall respect the provisions of this Agreement and the SCF Funding Agreement. In the event of such a campaign, the sponsoring party or Recipient shall inform the other parties of its intention no less than twenty-one (21) working days prior to the campaign launch.

COUNCIL REPORT

M&C No.	2018-328
Report Date	November 13, 2018, 2018
Meeting Date	November 19, 2018
Service Area	Finance and Administrative Services

His Worship Mayor Don Darling and Members of Common Council

SUBJECT: Fleet Replacement Procurement – November 2018

OPEN OR CLOSED SESSION

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

AUTHORIZATION

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

RECOMMENDATION

It is recommended that Common Council award the purchase of two (2) Tandem Refuse Packers at a total cost of \$600,420.00 plus HST to Saunders Equipment Ltd.

EXECUTIVE SUMMARY

The City manages a fleet of over 309 vehicles and equipment and each year, the City's Fleet Management Division works with various City departments to identify and replace vehicles which have reached the end of their useful service lives. The purpose of this report is to make recommendations to award the latest tendered vehicles which require Common Council approval.

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

The tandem refuse packers in this recommendation are to replace units 641, a 2011 International Packer with an ORP index of 20, and 642, a 2013 International Packer with an ORP index of 17.

Both of these units are equipped with Navistar MaxxForce Advanced EGR diesel engines and have higher than usual life maintenance costs. In both cases, the

lifetime maintenance costs have well exceeded the initial purchase price of each of these units.

The lifetime maintenance cost for unit 641 is \$223,928.42 with \$103,411.83 representing the last two years of use. The lifetime maintenance cost for unit 642 is \$226,312.36 with \$97,853.66 representing the last two years of use. In both cases, the escalating maintenance costs are expected to continue with continued operation. The tentative delivery date on the new tandem refuse packers is 38 weeks.

The new tandem refuse packers will also come with an additional piece of equipment, a helping hand. The helping hand is a drop frame, side loading unit adapted for manual, semi-automated or fully-automated refuse or recycling collection operations. This equipment should enable efficiencies in our collection process and reduce repetitive motion and weight strain on staff. It also presents the opportunity to optimize our Fleet and potentially reduce redundant units currently being used to offset the downtime.

PREVIOUS RESOLUTION

Not applicable.

STRATEGIC ALIGNMENT

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

SERVICE AND FINANCIAL OUTCOMES

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

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

INPUT FROM OTHER SERVICE AREAS AND STAKEHOLDERS – MATERIALS MANAGEMENT

Materials Management facilitated the Request for Proposal (RFP) process to solicit proposals for the Tandem Refuse Packers. As such the RFP closed on October 4, 2018 with the following proponents responding by submitting proposals:

East Coast International
Saunders Equipment Ltd.
Shu-Pak Equipment Inc.

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

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

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

Saunders Equipment Ltd.'s proposal was selected as the best proposal based on an overall rating of the evaluation criteria offering a strong overall solution for the City at the lowest cost.

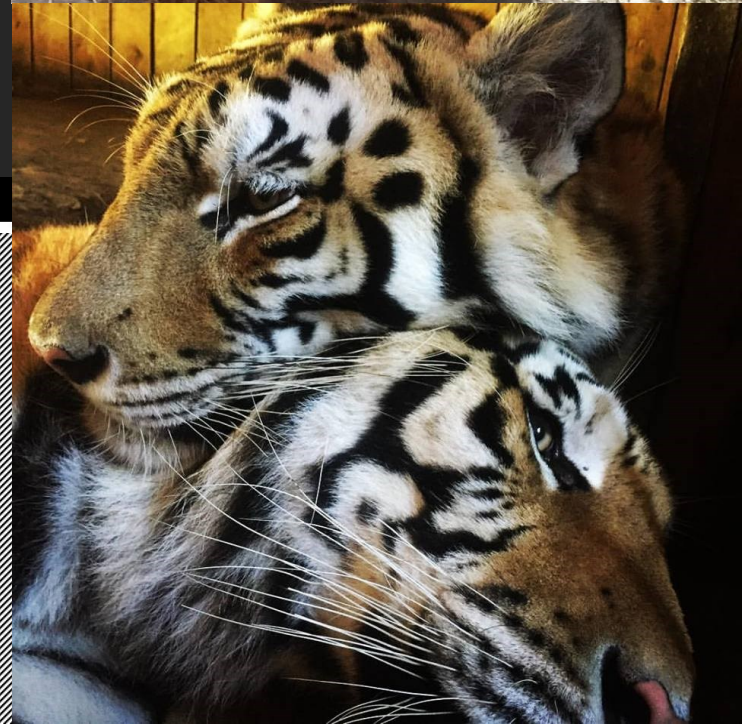
The above processes are in accordance with the City's Procurement Policy and Materials Management support the recommendations being put forth.

ATTACHMENTS

None

Cherry Brook Zoo of Saint John Inc.

The Zoo is dedicated to conservation, animal enrichment, education and recreation, through the protection and exhibition of animals, plants and their habitats.



Progress



- Organizational improvements:
 - Introduction of proper governance processes
 - Development of new by-laws
 - Institution of financial controls and reports
 - Addition of new Board members
 - Creation of working committees

Progress



• Operational improvements:

- New animals: Siberian tigers, lions, and wallabies. The reptile house, which was opened in 2016, is now full.
- Development of procedures and policies
- Recruitment of staff with specific skills
- Facility repairs and maintenance
- Introduction of the Outreach Program
- Recently awarded full accreditation from the Canadian Association of Zoos and Aquariums (CAZA)

"It's clear to us that at the very heart of the organization is its commitment to the welfare of the animals in its care."

CAZA's executive director, Dr. Susan Shafer

Community Enrichment



- Currently focused on the development of education programs that will allow the children of the Greater Saint John area to with interact with the animals, teaching them about the plight of animals in our world today. This accomplished in a number of ways:
 - Special rates for Anglophone South/Francophone Sud districts - 2000 children from all the schools have visited the Zoo during the 2017/2018 season.
 - Special program for Pals in the Park students. 750 students visited the Zoo during the 2017/2018 school season.
 - Special rates for those members of Developmental Dynamics NB, Key Industries, and Family Plus.
 - Outreach - A new program initiated in 2017 involving zoo keepers visiting the schools. The rates charged for these services cover Zoo costs only.
 - Summer camps - Offered for all ages of children. 130 children attended Zoo camps in 2018.

Community Enrichment



- 25,000 visitors
- Employs 7 full time people and another 7 throughout the summer months. In addition, the Zoo is recognized as an organization that will hire people on employment programs to provide them with skills leading to other employment opportunities.
- Support of local businesses
- Partners with UNBSJ to provide the Biology program with other research opportunities.

Financial Information



2017 Audited Results

Total Revenues: \$438K

Gate \$223K (51%)

Donations \$136K (31%)

Grants \$ 43K (10%)

Forest School \$ 15K (3%)

Total Expenses: \$425K

Wages \$265K (62%)

Animal Care \$ 25K (6%)

Heat & Lights \$ 26K (6%)

Repairs & Maint. \$ 11K (2%)

Accreditation \$ 16K (4%)

Net Income: \$ 13K

Potential Capital Programs



Zoo Development

Short Range:

- Zoo architectural plan
- Improve accessibility
- Acquisition of work vehicle

Long Range:

- Native species area
- Renovations/upgrades of main buildings

Potential Capital Programs



Zoo Experience

Short Range:

- Outreach program expansion
- Animal feeding area
- Primate house
- Playground

Long Range:

- Expansion of cat enclosure
- Animal acquisitions
- Walking trails and lookouts

Zoo Supporters - 2018



Hampton Home Hardware

- Sherwin & Williams
- Hatfields
- Candwell Farms
- Lays Chips
- Home Depot
- AEA Pressure Wash
- FCS/B&N Flooring
- Stews
- Dennis Bridgeson
- Cannon Security Inc.

McGraths Tree Cutting

- Troys Roofing
- Rothesay Home Hardware
- Floor Fashions
- Coast Tire
- Canadian Tire West
- Urban Landscaping
- JR Home Improvements
- Loch Lomond Home Hardware
- KV Canadian Tire
- DC Painting
- Wyndham
- Pub Down Under
- Fundy Recyclers
- Loch Lomond Mitsubishi
- King Mazda

Fundy Region Service

- Pro Oil Change
- Georgia Straight - Line Paint
- Metcalf Glass
- Brookville
- Ritchies
- Grand Bay Home Hardware
- Ernie's Landscaping
- Fundy Bay & Gravel
- Scott Lawn Care
- Midi Construction
- Hi-Tech Security
- Halpin Construction

Saint John Common Council

November 19th 2018

Presentation by Nick Cameron, Fundy Regional Service Commission



The Fundy Region ICE Strategy



FundyRecycles.com

Executive Summary

The Strategy sets goals to:

- Avoid user fees
- Reduce barriers and improve accessibility at all Fundy Region arenas
- Collect baseline usage data for all arenas across the Fundy Region

Immediate Actions Required:

1. Collect and share usage data
2. Provide a mandate to continue this project

Recommended motions on page 12

Why do local and regional governments provide recreation services?

Recreation is a Public Benefit

- Quality of Life: happier, healthier, reduces crime
- Children Perform Better in School
- Higher Property Values
- Reduces Burden on Healthcare System
- Promotes Social Bonds : reduces isolation, unites families & cultures
- Mental Health: relieves stress, reduces depression, improves self-esteem

<https://www150.statcan.gc.ca/n1/pub/81-595-m/2008060/s12-eng.htm>

<https://www.parks.ca.gov/pages/795/files/benefits%20final%20online%20v6-1-05.pdf>



Community Rink in Westfield, built
by volunteers.

Regional Ice Strategy

Started Fall 2017: Research, Surveys, Workshops



Existing policies, plans and legislation



SAINT JOHN

[PlaySJ: Saint John
Parks & Recreation
Strategic Plan \(2012\)](#)

[Rothesay
Recreation
Master Plan \(2009\)](#)

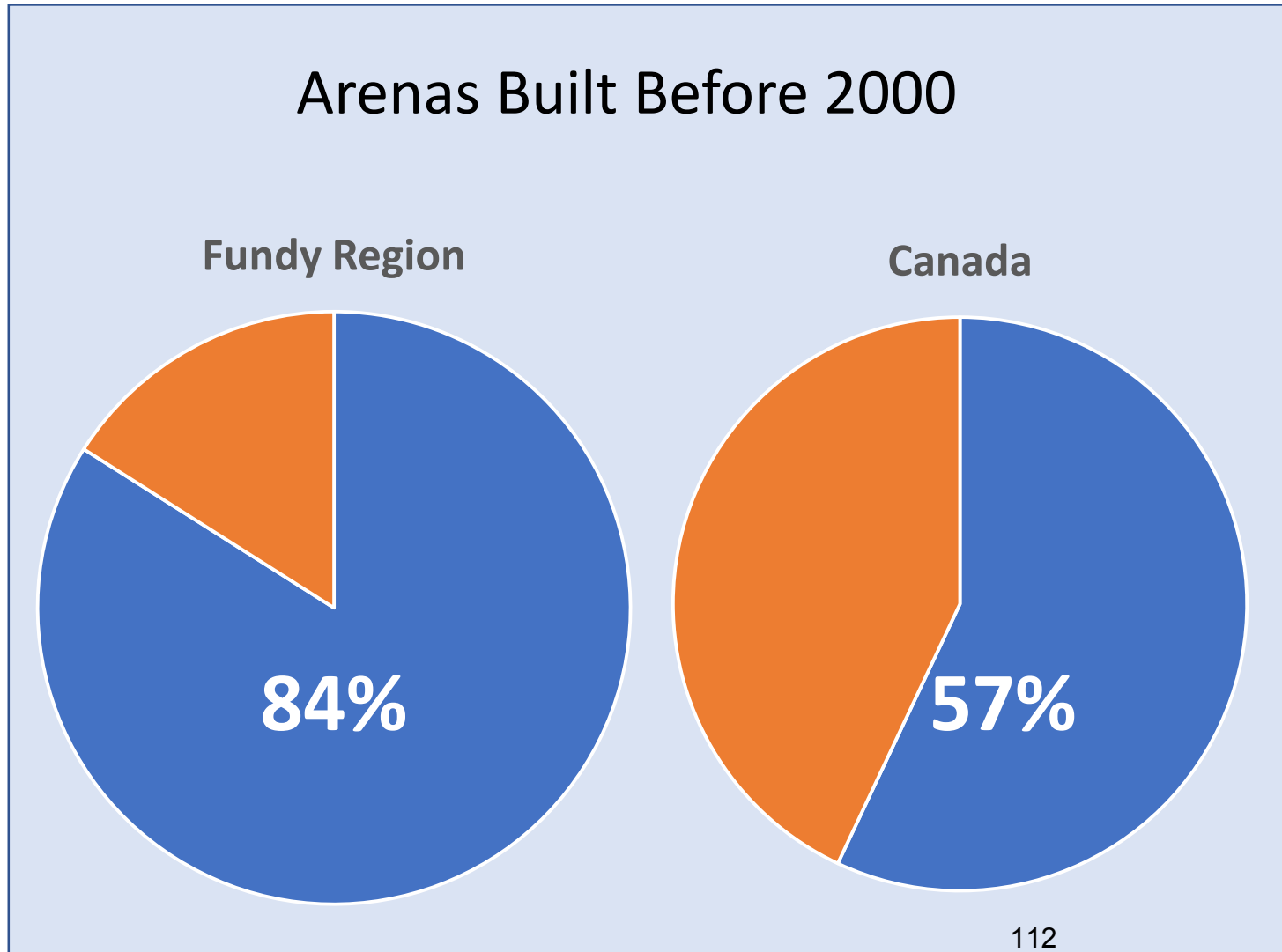


[Grand Bay-Westfield
Recreation Master
Plan \(2012\)](#)

Regional Service Delivery Act
Local Governance Act
Right to Information &
Privacy Protection Act

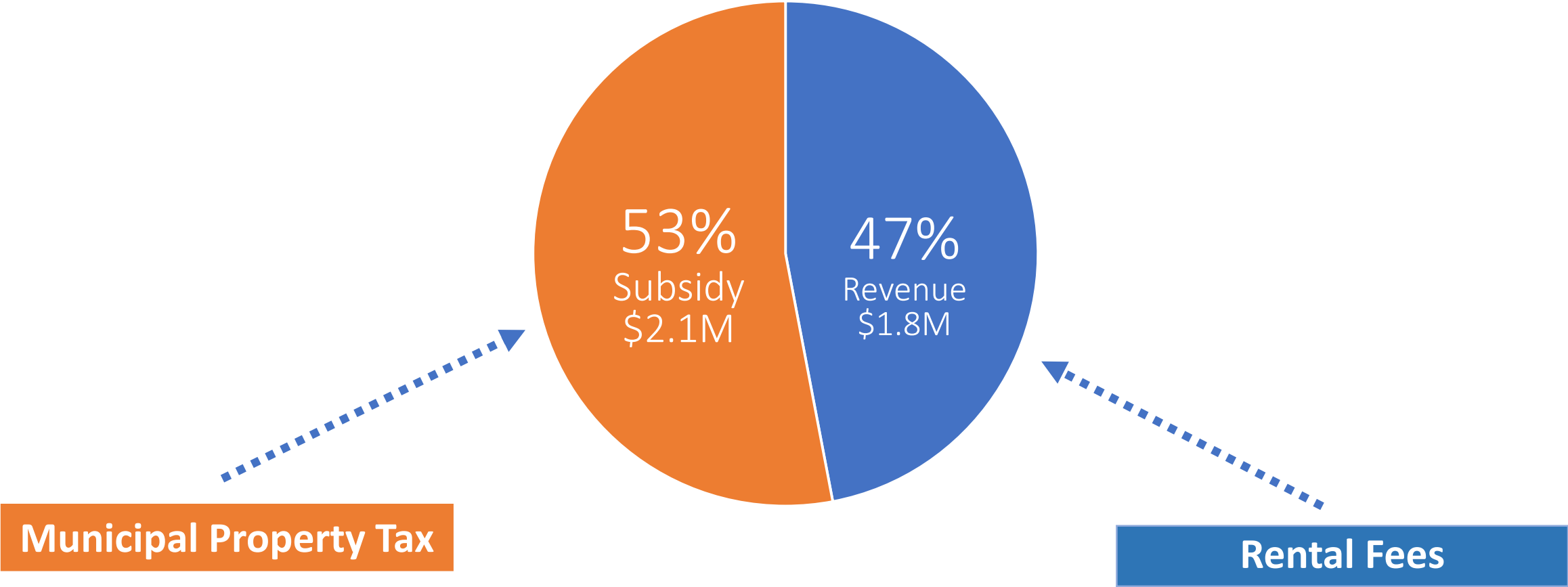


Arena Inventory



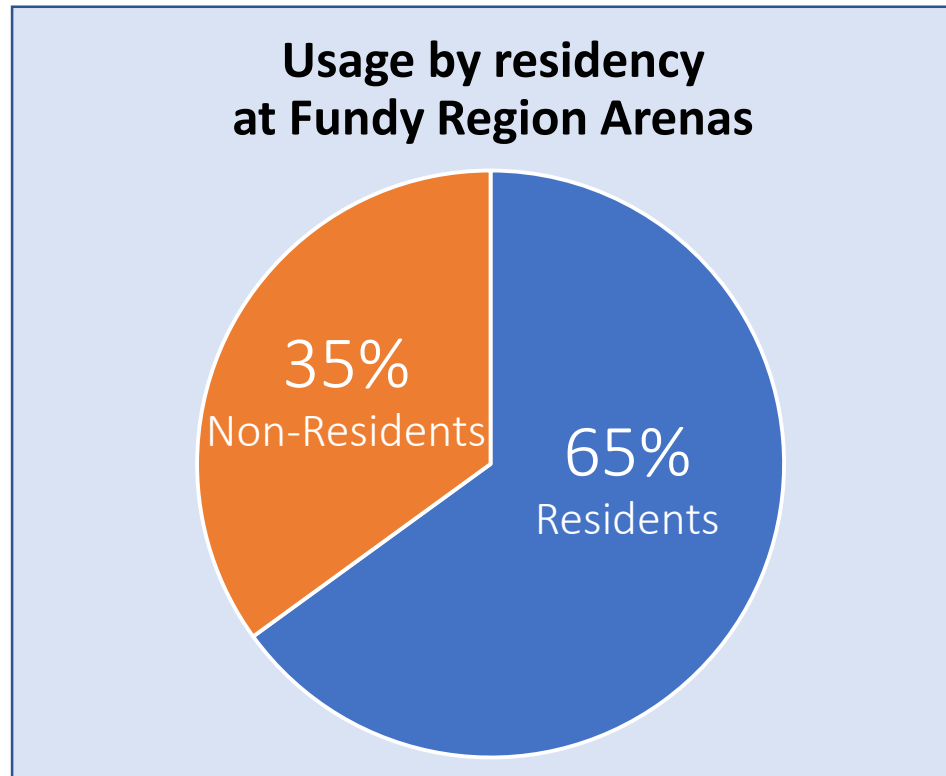
- There are 12 indoor arenas in the Fundy Region.
- 5 out of 12 arenas will reach their end-of-life within the next 5 years.

Cost Breakdown of Fundy Region Arenas



Avoiding Financial Barriers

Status Quo: Saint John will raise rental fees and partially rebate city residents only. (Plan B)



82%

Sports organizations said non-resident fees would negatively impact participation.

Preferred Alternative: Cooperatively develop a regional funding formula to support all arenas in the Fundy Region according to principles in Appendix A of the Strategy, slide #10 of this presentation. (Plan A)

The Strategy's 8 Goals

Immediate action required for goals #1 & #2

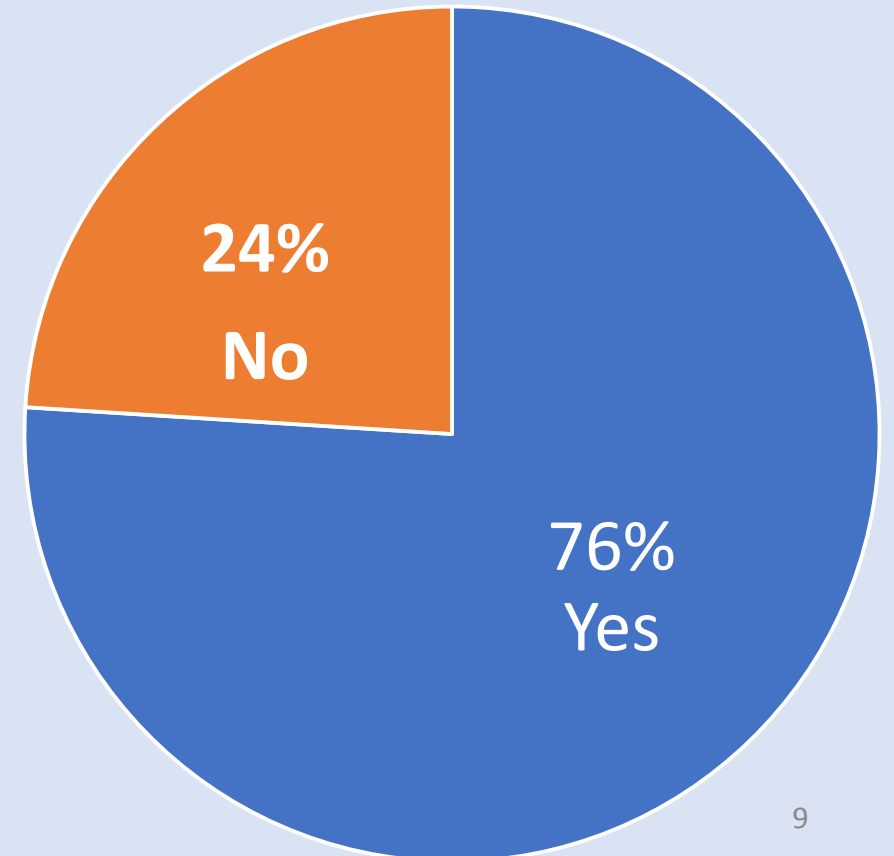
Full Report at www.FundyRecycles.com/ICE



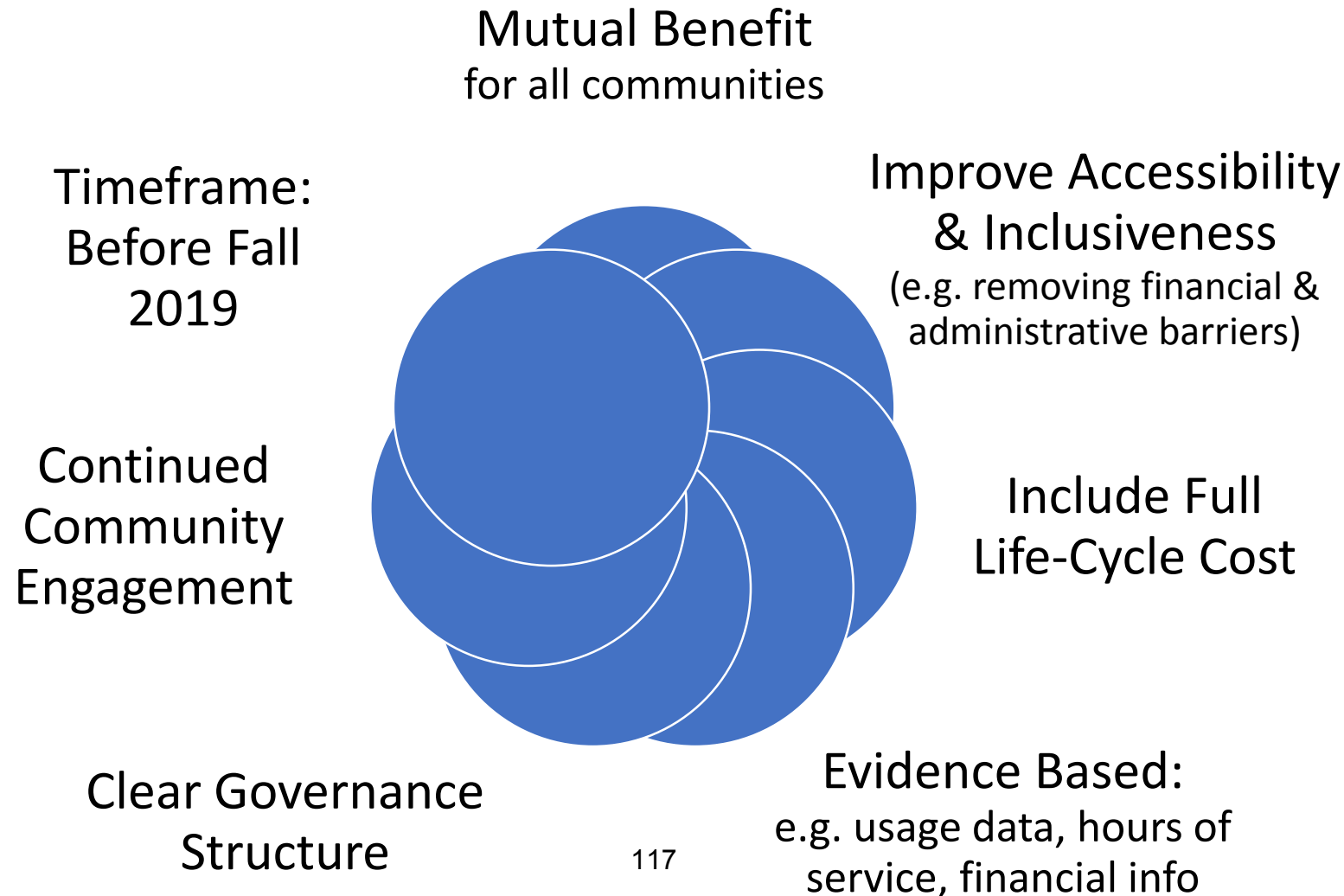
Goal #1: Collect & Share Usage Data

- Setting and measuring goals requires good local data.
- Collect & share postal codes of arena users
 - Major user groups only
 - No personal information

We asked sports organizations: will you provide arena operators with registration information?



Goal #2: Explore a Regional Funding Formula based on these principles



Developed from
feedback collected
at August workshops

Goals #3-8 (Long Term)

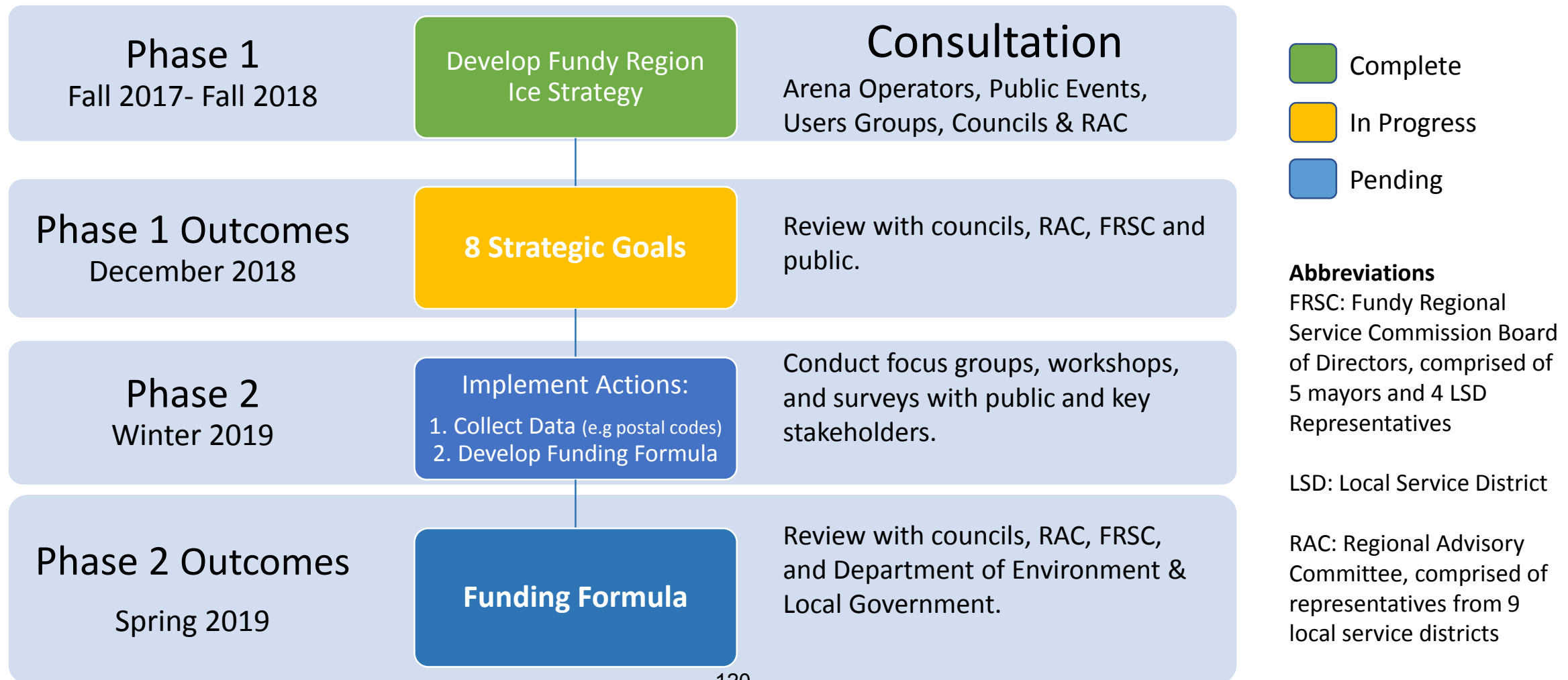
3. Develop a process to inform endorsement decisions by FRSC
4. Create a standing committee for continued collaboration
5. Improve accessibility of ice facilities, gender equity in ice-sports and development of ice-parasports.
6. Integrate facility policies when possible (e.g. code of conduct)
7. Investigate regional sponsorship opportunities
8. Investigate an online regional scheduling system. Start with a pilot.

Required Action:

Recommended Motions

1. That it be mandatory for organizations that use public arenas in the Fundy Region on a regular basis to provide postal codes of their participants in order to illustrate the crossflow of usage at arenas in the Fundy Region.
2. Continue to work in collaboration with Fundy Region members to explore the development of a regional funding formula according to the principles presented. Details of the formula would be presented before 2019-2020 ice season.

Project Timeline



Thank You to the Project Team

- Gary Clark/Kelly Goddard, Grand Bay-Westfield
- Charles Jensen, Rothesay
- Tim O'Reilly, Saint John
- Dana Purton Dickson, Quispamsis
- John Chatterton, St Martins
- Bill Tyler, Fairfield LSD
- Greg Evans, GNB Sports & Recreation Branch
- Brenda MacCallum, Fundy Regional Service Commission

SUPPLEMENTARY INFORMATION

Full Report at www.FundyRecycles.com/ICE

Case Studies

- Sussex Recreation Rebate
- Fredericton Recreation Service Agreement
- Nanaimo Region Recreation Service Agreement
- Hampton Multipurpose Complex
- Potash Civic Centre




Example: Fredericton Recreation Service Agreement

A family of four has two children. One child plays on a minor hockey team and the other is in a figure skating club. The family owns in a home assessed at \$100,000.

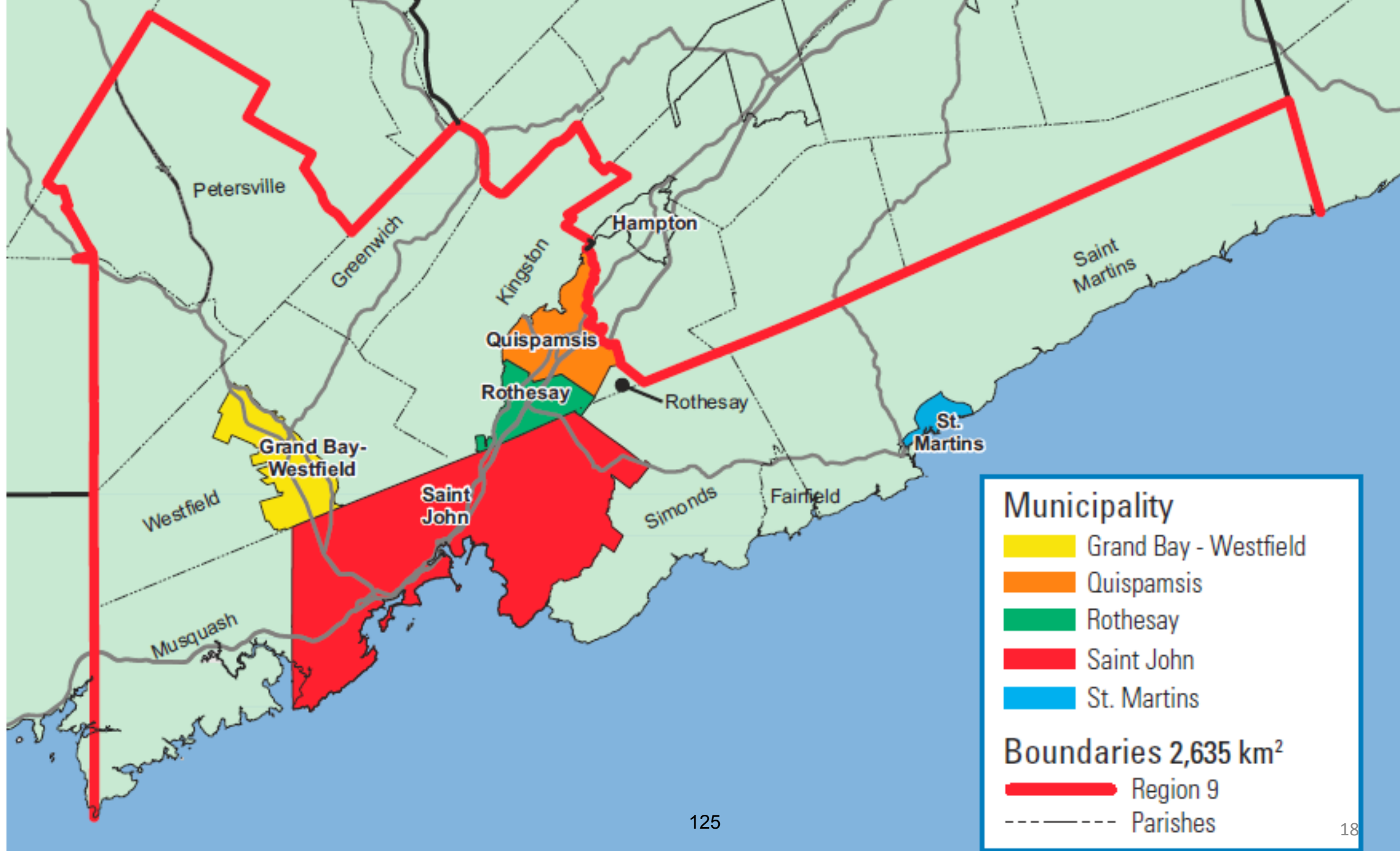
Maugerville LSD	Lincoln LSD
The LSD of Maugerville chose to participate in the agreement. The cost sharing formula determined they would pay \$0.03 per \$100 of assessed property value.	The LSD of Lincoln chose not to participate in the agreement. The family would pay a fee on-top of regular sports registration fees.
This family would pay the City of Fredericton \$30 per year through their property taxes.	This family would pay the City of Fredericton \$1780 per year (\$890 per child) when registering for ice-sports.

Case Studies

- Sussex Recreation Rebate
- Fredericton Recreation Service Agreement
- Nanaimo Region Recreation Service Agreement 
- Hampton Multipurpose Complex
- Potash Civic Centre

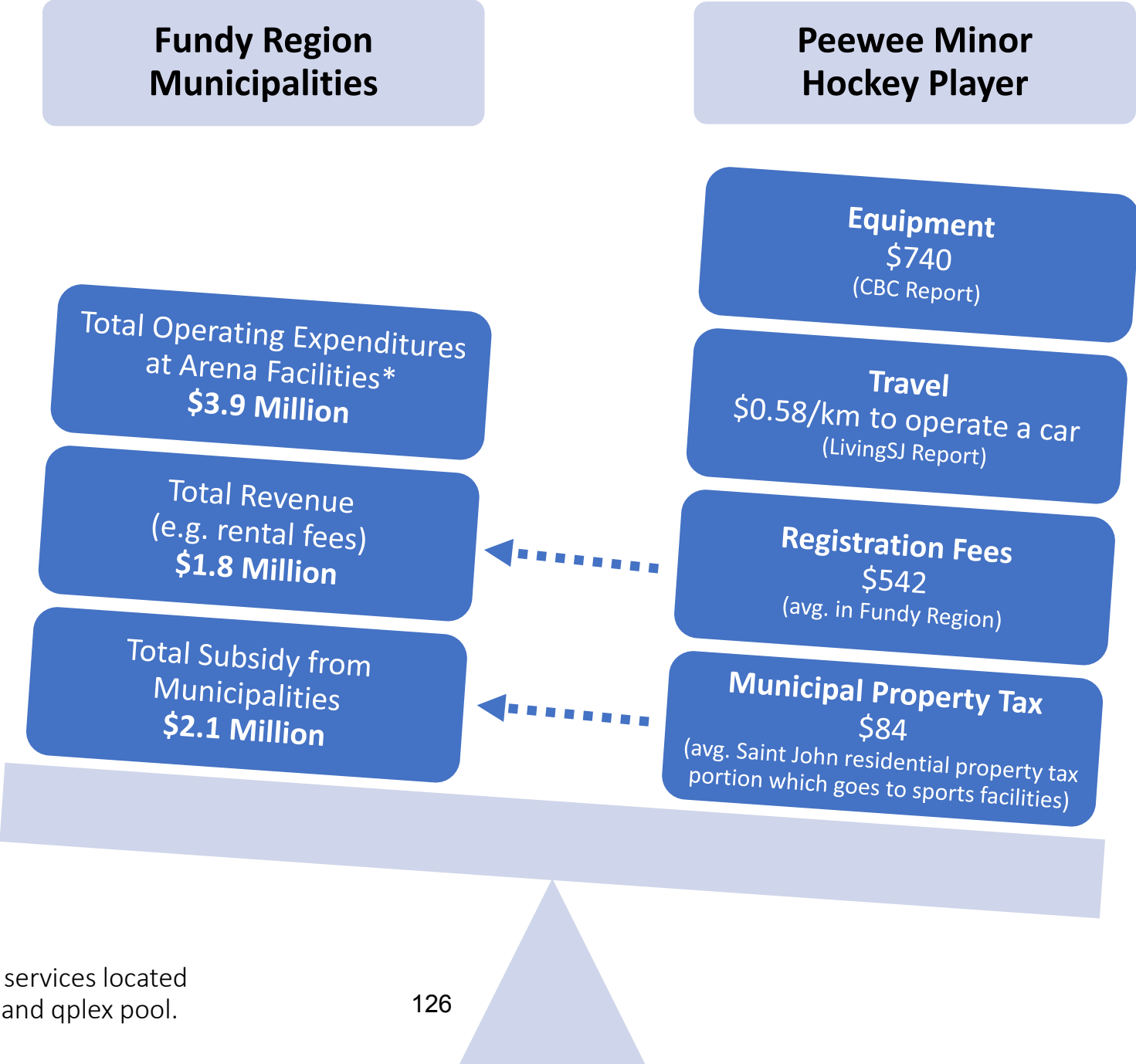
Example: Nanaimo Region Recreation Service Agreement

PARTICIPANT	'STATUS QUO' COST	NEW DISTRIBUTION	%
City of Nanaimo	\$882,950	\$764,958	85.0
Electoral Area 'A'	--	\$69,295	7.7
Electoral Area 'B'	\$8,000	\$3,600	0.4
Electoral Area 'C'	\$9,000	\$7,200	0.8
Electoral Area 'D'	--	\$54,897	6.1
Total amount contributed by Electoral Areas			\$134,992
Less: Revenue required to meet the Cost of Operation and Maintenance of Sports Fields in the Electoral Areas			(\$17,000)
Net payment due to the City of Nanaimo			\$117,993



Cost Breakdown

Example:
Peewee
Minor
Hockey

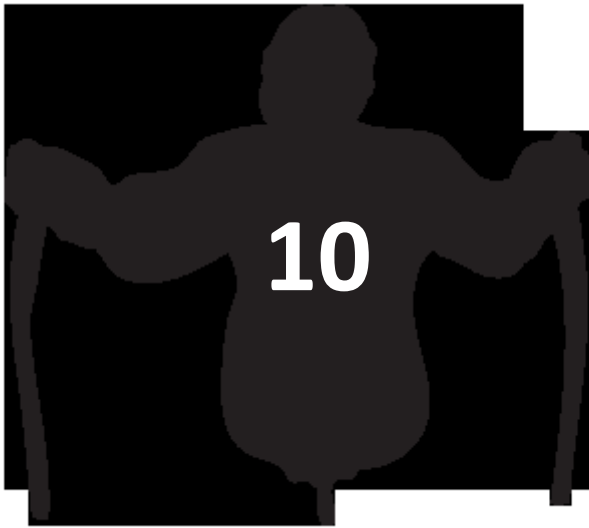


* Excluding Harbour Station and includes all services located at arena facilities such as community rooms and qplex pool.

Rental Rates Across Canada

Location	Arena	Adult Prime Rental Rate (GST/HST not included)
Fundy Region	Avg. of all arenas (excluding St Martins & RNS)	\$179.34
Hampton, NB	Hampton Community Centre	\$155.65
St Stephen, NB	Garcelon Civic Centre	\$173.91
Fredericton, NB	All municipal rinks	\$188.00
Moncton, NB	Superior Propane Centre	\$244.35
Charlottetown, PEI	MacLauchlan Arena	\$185.22
Dartmouth, NS	Dartmouth 4 Pad	\$240.00
St John's, NL	Bussey Arena	\$225.00
Sherbrooke, QC	Aréna Eugène-Lalonde	\$181.00
Kingston, ON	All municipal rinks	\$293.65
Brandon, MB	Keystone Centre	\$222.00
Regina, SK	All municipal rinks	\$250.91

Accessibility & Inclusiveness



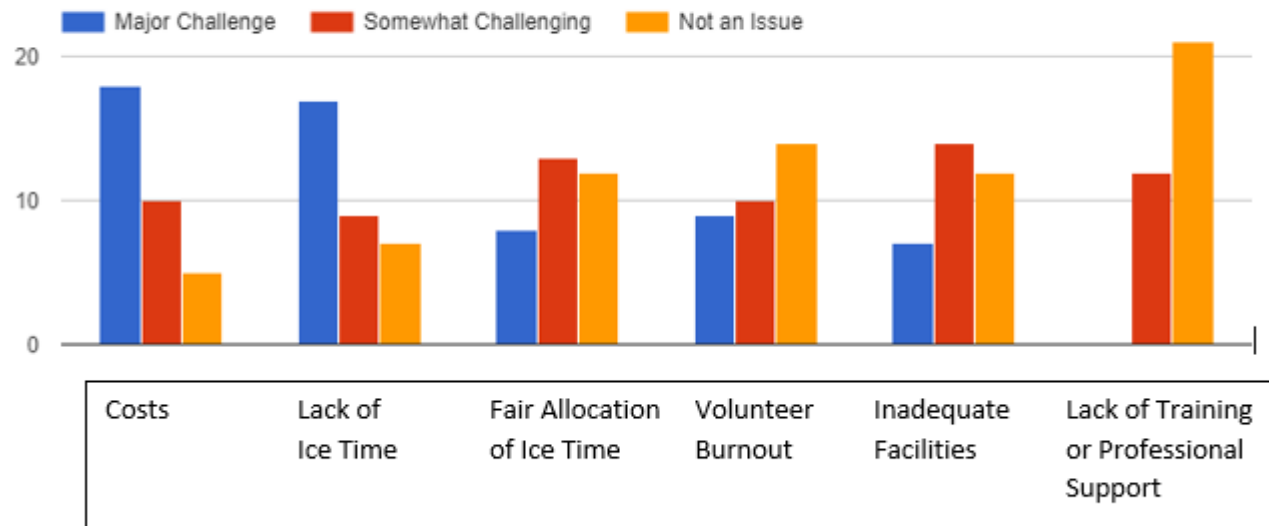
Number of Registered
Sledge Hockey Players
in New Brunswick



Growth Rate of female hockey in
New Brunswick from 2006-2017

Other Survey Responses

What are the greatest challenges facing your organization?



Are there any other challenges you would like to include?

“

- We need more ice available all months of the year.
- Half the teams we play are from outside Saint John. We also play on their ice times.
- Due to lack in ice-time we have many kids that have practises as early as 6am. This is hard on both kids and parents. Leaving the house at 5:15AM on a Tuesday morning and then getting kids ready for school and work is tough.
- We are challenged with offering tournament experiences. I wish we had facilities that were doubled up to be more efficient with games and volunteers.
- Need NEW RINKS, BADLY. Saint John so behind. 4-plex please
- Let the kids register where ever they want.
- Getting bumped out of our times for tournaments. Hard to explain to parents

Other Survey Responses (continued)

Do you have any other comments or concerns regarding arena services in the Fundy Region?

“

- While collaboration and efficient use of resources is always a main goal of partially public funded programs, the reality of convenience individuals/families lives as well as comradery, relationships in sports will always strip the efficiency of equalizing supply/demand and economics in a large region. i.e. people play in rinks they do now not because of geographic location but almost 100% because that is the "place" they have built bonds, relationships, etc. both on and off the ice. No different than in gymnastics, cheerleading, soccer, etc. Rinks are no different.
- The female game has struggled for a number of years to obtain ice times that allow us to run manageable programs. In terms of ice allocation, we are finally to the point where we are in receipt of ice times that attract participants. Our program would not do well to have a reduction or change in time slots. In terms of user fee increases, I would submit that many people find hockey an expensive sport to the extent that many cannot currently afford to play. Our goal is to increase participation and membership. Any increase/application of user fees will deter new growth and significantly impact our ability to retain our current membership. Our programs use ice in both the city of Saint John and RVCC. Our users often travel more than 40 minutes to get to a facility depending on where they live. I would also suggest that in addition to looking at subsidies for ice arenas in their areas, municipalities need to consider the dollar impact of players/parents coming to their communities for ice sports; many of which stop and purchase gas, groceries and do general shopping while in the municipality.
- I would agree that a regional ice strategy is needed. our rinks are ageing and really are not up to standards for todays kids. Dressing rooms are small and, in some cases, unsafe. Due to the lack of ice sometimes there are as many as 40 kids on the ice at a time and with the small dressing rooms with 20+ kids crammed in it really is a safety issue. Sport is needed in the community and has many benefits. If we take away access to sport it is going to have effects on healthcare and other areas. Kids need good safe recreation access not less. Please feel free to reach out to me if you need anything further.
- Buildings need repairs and updates.
- Our group is all city employees. As long as we play pick up hockey as an organization, we will play within the City of Saint John. Thank you for the time and effort that goes into running sports arenas for our community

Other Survey Responses (continued)

Do you have any other comments or concerns regarding arena services in the Fundy Region? (continued)

- A minimal increase in the tax base of LSD residents would greatly subsidize sports facilities. These residents receive adequate emergency services yet the larger towns and cities pay the majority of this expense in their taxes. Our facilities are inadequate in comparison to Moncton and Fredericton which makes it difficult to host tournaments which could bring a great revenue stream to our region
- The City of Saint John arenas are showing their age.
- The cost of ice time increases yearly but upgrades to rink equipment does not seem to happen. If families had to pay extra, a lot of kids would not get to play. RVCC does not charge this to SJ families. As an association we try to keep our registration fees as low as possible as it is a struggle for families to pay. Some have multiple children playing hockey and are in other activities as well. We as volunteers put all this time in for the children to stay active and keep them off the streets and out of trouble and I think this needs to be the focus of the City as well.
- Build new ARENAS. A 4 rink would be cheaper to run. Don't keep fixing old out-dated rinks. They are so bad and small ice. Saint John needs to get with the times. Thank you.
- We need to see more regional cooperation. Quispamsis and Rothesay for example should partner on a duplex to cut costs while still providing good services to residents
- I live outside the area of Saint John but work in Saint John. We shop in Saint John for the most part and my tax dollars go there. These extra fees are unfair
- Water ice quality and consistency. Equipment storage for our safety board pads could be more adequate.

Deal Breakers

The following deal breakers for the work going forward were expressed by municipal and LSD leaders at workshops held in August:

- All communities deserve a fair shot at renewing their infrastructure. One municipality cannot be favoured for regional, provincial and federal funding.
- If the strategy only focuses on Saint John.
- Overbuilding: More funding should not lead to building more infrastructure than what is needed.
- No mutual benefit. There should be value for all communities in the region.
- Not considering the full life cycle cost of these assets (e.g. operating, maintenance and capital)
- All-In: not worth it unless all communities are committed to a solution
- Being forced into something the community doesn't want
- Equalization grants need to be considered or adjusted
- The model cannot be prohibitively expensive for families
- Must include capital costs
- Opting-out
- If a community only has a few ice sports participants, it's not worth it
- Need to have a conversation about the benefits of recreation first
- There cannot be just one-way flow of money and participation into Saint John; there must also be flow of money and participation out into the surrounding municipalities.

**BY-LAW NUMBER C.P. 111-63
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 1361 square metres, located at 243 Loch Lomond Road, also identified as PID No. 00321224 from Two-Unit Residential (R2) to General Commercial (CG) pursuant to a resolution adopted by Common Council under Section 59 of the Community Planning Act.

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

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

**ARRÊTÉ N° C.P. 111-63
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 1361 mètres carré, située au 243, chemin Loch Lomond, et portant le NID 00321224, de zone résidentielle bifamiliale (R2) à zone commerciale générale (CG) conformément à une résolution adoptée par le conseil municipal en vertu de l'article 59 de la Loi sur l'urbanisme.

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

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

Mayor/Maire

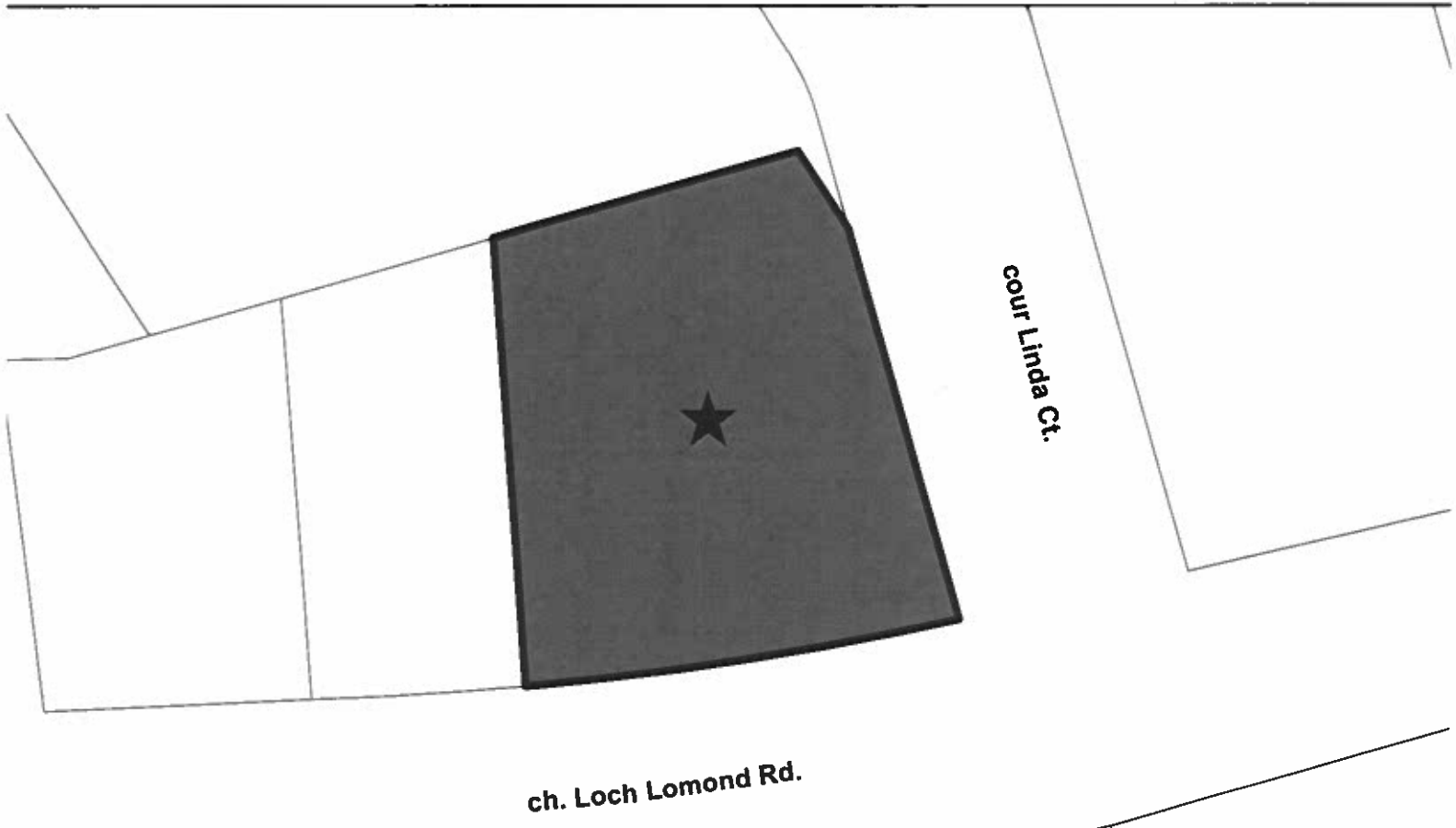
Common Clerk/Greffier communal

First Reading - November 5, 2018
Second Reading - November 5, 2018
Third Reading -

Première lecture - le 5 novembre 2018
Deuxième lecture - le 5 novembre 2018
Troisième lecture -

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

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



FROM / DE

TO / À

Two-Unit Residential
Zone résidentielle bifamiliale

R2



CG

General Commercial
Zone commerciale générale



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

Applicant: Nathalie and Kevin Hayward

Location: 243 Loch Lomond Road

PID(s)/NIP(s): 00321224

Considered by P.A.C./considéré par le C.C.U.: October 16 octobre, 2018

Enacted by Council/Approuvé par le Conseil:

Filed in Registry Office/Enregistré le:

By-Law #/Arrêté #

Drawn By/Créée Par: Andrew Pollock **Date Drawn/Carte Créée:** November 6 novembre, 2018

Section 59 Conditions – 243 Loch Lomond Road

That, pursuant to Section 59 of the *Community Planning Act*, the use of the parcel of land having an area of approximately 1361 square metres, located at 243 Loch Lomond Road, also identified as PID Number 00321224, be subject to the following conditions:

a. That the use of the lot be limited to the following:

- Artist or Craftsperson Studio;
- Bakery;
- Business Office, subject to paragraph 11.7(3)(b);
- Commercial Group;
- Community Policing Office;
- Day Care Centre;
- Dwelling Unit, subject to paragraph 11.7(3)(c);
- Financial Service;
- Funeral Service;
- Garden Suite, subject to section 9.8;
- Grocery Store;
- Home Occupation;
- Library;
- Medical Clinic;
- Personal Service;
- Pet Grooming;
- Place of Worship;
- Restaurant;
- Retail, General;
- Secondary Suite, subject to section 9.13;
- Service and Repair, Household;
- Supportive Housing, subject to section 9.14 ;
- Veterinary Clinic;

b. That any development of the site shall be in accordance with a detailed landscaping plan, to be prepared by the proponent and subject to the approval of the Development Officer. The landscaping plan must be submitted with the building permit/change of use applicant and the identified landscaping on the approved plan must be completed no later than one year after the issuance of a building permit.

c. That no direct access to Loch Lomond Road be permitted and the existing access off Linda Court be maintained.

**BY-LAW NUMBER C.P. 111-64
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 rezoning a parcel of land having an area of approximately 1,406 square metre, located at 476 Sandy Point, also identified as PID No. 00431544 from Two-Unit Residential (R2) to General Commercial (CG) pursuant to a resolution adopted by Common Council under Section 59 of the Community Planning Act.

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

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

Mayor/Maire

Common Clerk/Greffier communal

First Reading - November 5, 2018
Second Reading - November 5, 2018
Third Reading -

**ARRÊTÉ N° C.P. 111-64
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 1406 mètres carré, située a u476, chemin Sandy Point et portant le NID 00431544, de zone résidentielle bifamiliale (R2) à zone commerciale générale (CG) conformément à une résolution adoptée par le conseil municipal en vertu de l'article 59 de la Loi sur l'urbanisme.

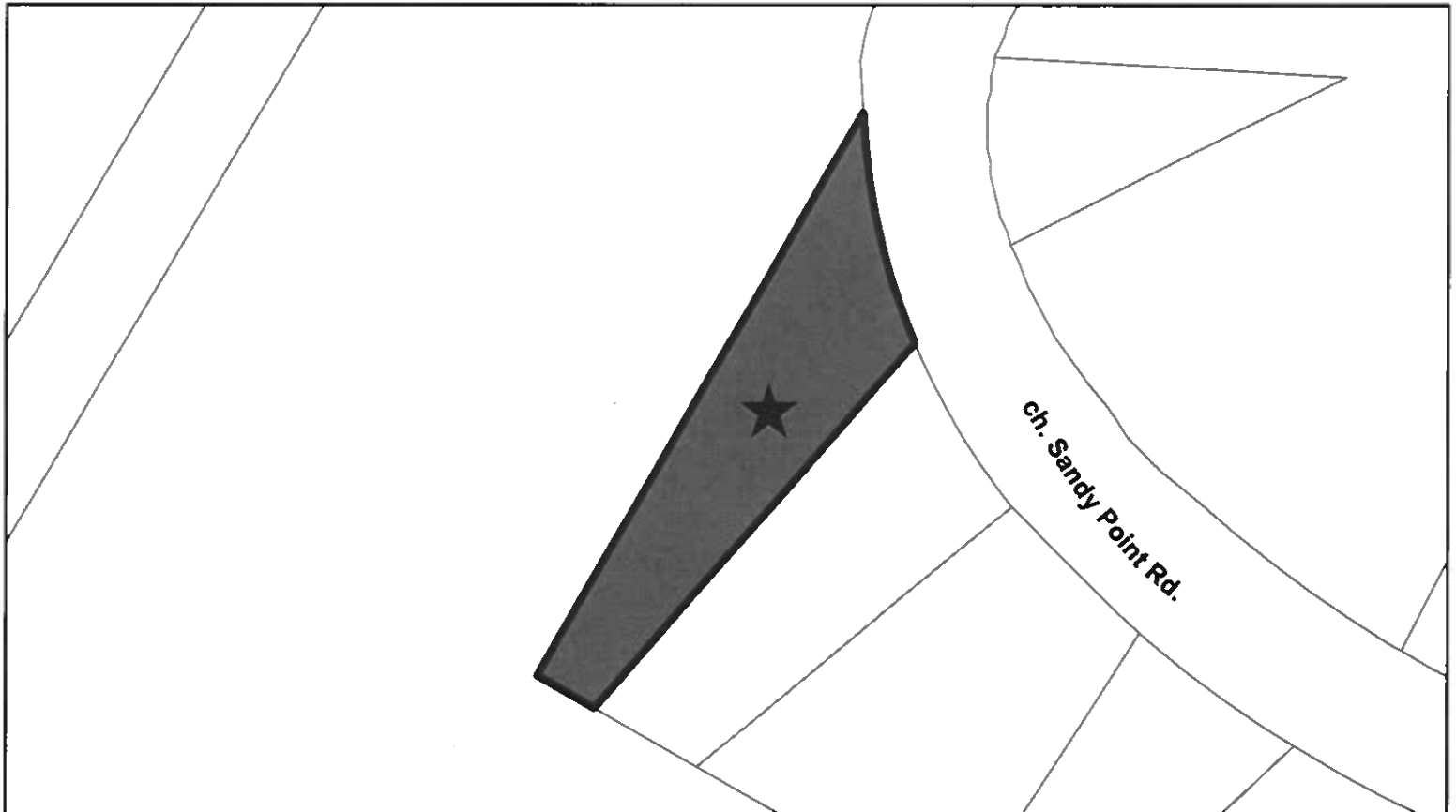
- toutes les modifications sont indiquées sur le plan ci-joint et font partie du présent arrêté.

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

Première lecture - le 5 novembre 2018
Deuxième lecture - le 5 novembre 2018
Troisième lecture -

REZONING / REZONAGE

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



FROM / DE

TO / À

Two-Unit Residential
Zone résidentielle bifamiliale

R2



CG

General Commercial
Zone commerciale générale



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

Applicant: Chris Barry on behalf of the Saint John Trojans Rugby Club

Location: 476 Sandy Point Road

PID(s)/NIP(s): 00431544

Considered by P.A.C./considéré par le C.C.U.: October 16 octobre, 2018

Enacted by Council/Approuvé par le Conseil:

Filed in Registry Office/Enregistré le:

By-Law #/Arrêté #

Drawn By/Créée Par: Andrew Pollock **Date Drawn/Carte Créée:** November 7 novembre, 2018

Section 59 Conditions – 476 Sandy Point Road

That Common Council, pursuant to the provisions of Section 59 of the Community Planning Act, shall subject the use of the parcel of land with an area of 1,406 square metres, located at 476 Sandy Point Road, also identified as PID Number 00431544, to the following conditions:

- a. Any development of the site shall be in accordance with a detailed site plan building elevation plans and landscaping plans, prepared by the proponent and subject to approval of the Development Officer, indicating the location of all buildings, structures, parking areas, driveways, exterior lighting, outdoor storage areas, landscaped areas, exterior building materials, and building entrances and finishes. These plans are to be attached to the application for the building permit with all improvements shown on the plans to be completed within one year of the issuance of the building permit.
- b. As part of the development, a solid board-on-board fence shall be installed and maintained and shall have a minimum height of one metre located between the property and the adjacent property at 474 Sandy Point Road.
- c. General Commercial (CG) uses shall be limited to a banquet hall, private club, and health and fitness facility. No other uses described in the General Commercial (CG) zone shall be permitted.



THE CITY OF SAINT JOHN NEW BRUNSWICK

**A By-law respecting the
Control of Dogs in the City
of Saint John**

**Arrêté concernant le
contrôle des chiens dans
The City of Saint John**

By-law Number M-13

Arrêté numéro M-13

An uncertified copy of this by-law
is available online

Une copie non certifiée de l'arrêté
est disponible en ligne

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RECITALS

WHEREAS, Common Council considers it necessary to regulate the licensing and control of dogs within The City of Saint John;

AND WHEREAS, paragraph 10(1)(k) of the *Local Governance Act* states that a local government may make by-laws for municipal purposes respecting wild, domestic and exotic animals and activities in relation to them, including animal control activities;

AND WHEREAS, paragraphs 10(2)(c) and (d) of the *Local Governance Act* state that a local government shall make by-laws imposing a requirement that dogs be vaccinated against rabies and prescribing requirements for the proof of vaccination of dogs or requirements for the assessment of the effectiveness of a previous vaccination;

AND WHEREAS, section 147 of the *Local Governance Act* states that a local government may, by by-law, provide that a person who violates or fails to comply with any provision of a by-law commits an offence;

AND WHEREAS, notice of this by-law was provided in accordance with section 15 of the *Local Governance Act*.

NOW THEREFORE the Common Council of The City of Saint John enacts as follows:

Title

1 This by-law may be cited as the “*Saint John Dog Control By-law*” (hereinafter the “By-law”).

PRÉAMBULE

ATTENDU QUE, le conseil communal considère qu’il est nécessaire de réglementer la délivrance de permis et le contrôle des chiens dans *The City of Saint John*; et

ATTENDU QUE, l’alinéa 10(1)k) de la *Loi sur la gouvernance locale* stipule qu’un gouvernement local peut, relativement à quelque fin municipale que ce soit, prendre des arrêtés concernant les animaux sauvages, domestiques et exotiques ainsi que les activités qui s’y rapportent, dont la surveillance des animaux; et

ATTENDU QUE, les alinéas 10(2)c) et d) de la *Loi sur la gouvernance locale* stipulent qu’un gouvernement local doit prendre des arrêtés qui prévoient la vaccination obligatoire des chiens contre la rage et qui prescrivent les exigences à remplir à l’égard soit de la preuve de vaccination des chiens, soit de l’évaluation de l’efficacité d’une vaccination antérieure; et

ATTENDU QUE, l’article 147 de la *Loi sur la gouvernance locale* stipule que par voie d’arrêté, un gouvernement local peut prévoir que commet une infraction quiconque contrevient ou omet de se conformer à quelque disposition que ce soit d’un arrêté; et

ATTENDU QUE, un avis du présent arrêté a été donné conformément à l’article 15 de la *Loi sur la gouvernance locale*.

À CES CAUSES, le conseil communal de The City of Saint John édicte :

Titre

1 Le présent arrêté peut être cité sous le titre : *Arrêté de Saint John concernant le contrôle des chiens* (ci-après « l’arrêté »).

Definitions

2 The following definitions apply in this By-law

“**by-law enforcement officer**” means a by-law enforcement officer appointed under this By-law and designated by resolution of Common Council (*agent chargé de l’exécution des arrêtés*);

“**cat**” includes male and female (*chat*);

“**City**” means The City of Saint John (*municipalité*);

“**Common Council**” means the elected municipal council of the City (*conseil communal*);

“**contractor**” means a person, partnership or corporation who entered into a contract with the City to deliver dog control services (*entrepreneur*);

“**day**” means a 24 hour period (*jour*);

“**dog**” includes male and female (*chien*);

“**dog control officer**” means a by-law enforcement officer, a police officer or a contractor (*agent de contrôle des chiens*);

“**dog license**” means a license issued hereunder for a dog (*permis de chien*);

“**dog tag**” means a plate on which is stamped a license number (*médaille d’identification*);

“**leashed**” means secured by a leash or similar device of 1.2 meters maximum length suitable to

Définitions

2 Les définitions qui suivent s’appliquent au présent arrêté.

« **agent chargé de l’exécution des arrêtés** » désigne un agent chargé de l’exécution des arrêtés nommé conformément au présent arrêté, et désigné par résolution par le conseil communal (*by-law enforcement officer*);

« **chat** » inclut les mâles et les femelles (*cat*);

« **municipalité** » désigne The City of Saint John (*City*);

« **conseil communal** » désigne les membres élus du conseil municipal de la municipalité (*Common Council*);

« **entrepreneur** » désigne une personne, société de personnes ou corporation qui est partie à un contrat conclu avec la municipalité pour offrir des services relatifs au contrôle des chiens (*contractor*);

« **jour** » désigne un période de 24 heures (*day*);

« **chien** » inclut les mâles et les femelles (*dog*);

« **agent de contrôle des chiens** » désigne un agent chargé de l’exécution des arrêtés, un agent de police ou un entrepreneur (*dog control officer*);

« **permis de chien** » désigne un permis délivré à l’égard d’un chien en application du présent arrêté (*dog license*);

« **médaille d’identification** » désigne une plaque sur laquelle un numéro de permis est estampillé (*dog tag*);

« **en laisse** » désigne tenu par une laisse ou un dispositif similaire d’une longueur maximale de

keep a dog under the control of the owner (<i>en laisse</i>);	1,2 m qui convient pour permettre au propriétaire de garder le contrôle de son chien (<i>leashed</i>);
“ neighbourhood ” means for the purposes of this By-law not less than 2 people living in the immediate area and occupying separate dwellings (<i>voisinage</i>);	« voisinage » désigne pour les fins du présent arrêté, s’entend d’au moins deux personnes occupant des habitations séparées dans l’entourage immédiat (<i>neighbourhood</i>);
“ owner ” means a person, partnership or corporation who:	« propriétaire » désigne une personne, société de personnes ou corporation qui accomplit l’un des actes suivants :
(a) is in possession of a dog; or	a) elle est en possession d’un chien;
(b) harbours a dog; or	b) elle l’héberge;
(c) permits a dog to habitually remain on property owned by or under the control of that person, partnership, or corporation; or	c) elle tolère sa présence habituelle sur une propriété dont elle est propriétaire ou dont elle assure le contrôle;
(d) licenses a dog under this By-law;	d) elle obtient un permis à son égard conformément au présent arrêté; et
and “owns” and “owned” have the corresponding meaning (<i>propriétaire</i>);	les mots « appartenant » et « appartient » ont un sens analogue (<i>owner</i>);
“ police officer ” means a police officer in the Saint John Police Force (<i>agent de police</i>);	« agent de police » désigne une agent de police du Service de police de Saint John (<i>police officer</i>);
“ property ” includes public and private property (<i>propriété</i>);	« propriété » désigne propriété publique ou privée (<i>property</i>);
“ running at large ” means an unleashed dog:	« errant » désigne un chien qui n’est pas tenu en laisse et qui se trouve :
(a) in a public place other than a fenced-in municipal off-leash dog park;	a) soit dans un lieu public qui n’est pas un parc municipal clôturé où les chiens peuvent se promener sans laisse;
(b) on property other than on that of the owner of the dog; or	b) soit sur une propriété autre que celle de son propriétaire;
(c) in a forest or wooded area while not in the company and control of the owner of the	c) soit dans une forêt ou une région boisée alors qu’il n’est pas en compagnie ou

dog (*errant*);

sous la surveillance de son propriétaire
(*running at large of dogs*);

“**service dog**” means any dog trained to do work or perform tasks for the benefit of a person with a disability, including but not limited to, guide dogs and hearing dogs (*chien d’assistance*).

« **chien d’assistance** » désigne un chien entraîné pour travailler ou accomplir des tâches au profit d’une personne en situation de handicap, y compris, notamment, les chiens guides et les chiens pour personnes malentendantes (*service dog*).

Interpretation

3 Rules for interpretation of the language used in this By-law are contained in the lettered paragraphs as follows:

(a) The captions, article and section names and numbers appearing in this By-law are for convenience of reference only and have no effect on its interpretation.

(b) This By-law is to be read with all changes of gender or number required by the context.

(c) Each reference to legislation in this By-law is printed in *Italic font*. The reference is intended to include all applicable amendments to the legislation, including successor legislation. Where this By-law references other by-laws of the City, the term is intended to include all applicable amendments to those by-laws, including successor by-laws.

(d) The requirements of this By-law are in addition to any requirements contained in any other applicable by-laws of the City or applicable provincial or federal statutes or regulations.

(e) If any section, subsection, part or parts or provision of this By-law, is for any

Interprétation

3 Les règles d’interprétation suivantes s’appliquent au présent arrêté.

a) Les titres, intertitres et numéros des dispositions ne servent qu’à faciliter la consultation de l’arrêté et ne doivent pas servir à son interprétation.

b) Le genre ou le nombre grammaticaux doivent être adaptés au contexte.

c) Les renvois législatifs paraissent en italique. Le renvoi à une loi vise également les modifications qui s’y appliquent, y compris toute législation de remplacement. Les renvois à d’autres arrêtés de la municipalité visent également les modifications qui s’y appliquent, y compris tout arrêté de remplacement.

d) Les obligations qu’il crée s’ajoutent à celles découlant d’autres arrêtés applicables de la municipalité ou des lois et règlements applicables des gouvernements fédéral ou provinciaux.

e) Si une disposition quelconque est déclarée invalide par un tribunal compétent

reason declared by a court or tribunal of competent jurisdiction to be invalid, the ruling shall not affect the validity of the By-law as a whole, nor any other part of it.

pour quelque motif que ce soit, la décision n'entache en rien la validité de l'arrêté dans son ensemble ni de toute autre disposition.

Appointment of By-Law Enforcement Officers

Nomination des agents chargés de l'exécution des arrêtés

4 Common Council may, for the purposes of the administration and enforcement of this By-law, appoint by-law enforcement officers who may exercise such powers and perform such duties as may be set out in this By-law or the *Local Governance Act*.

4 Le conseil communal peut, pour les fins de l'administration et de l'application du présent arrêté, nommer des agents chargés de l'exécution des arrêtés chargés d'exercer les pouvoirs et remplir les fonctions prévus dans le présent arrêté ou la *Loi sur la gouvernance locale*.

Inspections

Inspections

5 A by-law enforcement officer appointed under this By-law may carry out any inspection that is necessary for the administration or enforcement of this By-law.

5 Un agent chargé de l'exécution des arrêtés nommé en vertu du présent arrêté peut effectuer toute inspection nécessaire à l'application ou à l'exécution forcée du présent arrêté.

Licensing

Délivrance de permis

6(1) The licensing of dogs in the City shall be supervised by a dog control officer and enforced by a by-law enforcement officer or police officer.

6(1) La délivrance de permis de chien dans la municipalité se fait sous la surveillance de l'agent de contrôle des chiens, et l'agent chargé de l'exécution des arrêtés ou l'agent de police en assurent l'application.

6(2) Every owner shall obtain from the dog control officer, a City-approved outlet, or City Hall, a dog license for each dog owned by an owner immediately upon becoming the owner thereof.

6(2) Dès lors qu'il en devient propriétaire, le propriétaire d'un chien doit obtenir de l'agent de contrôle des chiens, d'un point de vente approuvé par la municipalité ou de l'Hôtel de ville, un permis de chien à l'égard de chaque chien dont il est propriétaire.

6(3) The owner of any dog in the City, before being issued a dog license, shall:

6(3) Avant qu'un permis de chien ne lui soit délivré, le propriétaire d'un chien dans la municipalité accomplit les actes suivants :

(a) provide the following information:

a) il fournit les renseignements et documents suivants :

- | | |
|---|---|
| <ul style="list-style-type: none"> (i) the owner's name, place of residence and phone number; (ii) the name, age, breed, colour and sex of the dog; (iii) evidence that the dog has been vaccinated for distemper; (iv) evidence that the dog has been vaccinated for rabies according to the schedule for vaccinations provided in subsection 6(10); and | <ul style="list-style-type: none"> (i) son nom, son lieu de résidence et son numéro de téléphone; (ii) le nom, l'âge, la race, la couleur et le sexe du chien; (iii) un document attestant que le chien a été vacciné contre la maladie de Carré; (iv) un document attestant que le chien a été vacciné contre la rage conformément au calendrier de vaccination prévu au paragraphe 6(10); |
| <p>(b) pay the following license fee:</p> <ul style="list-style-type: none"> (i) \$25.00 for each dog which has not been spayed or neutered; (ii) \$10.00 for each spayed or neutered dog for which proof of altering is presented; | <p>b) il verse l'un des droits de permis suivants :</p> <ul style="list-style-type: none"> (i) 25 \$ pour chaque chien qui n'a pas été châtré; (ii) 10 \$ pour chaque chien qui a été châtré, sur présentation d'une preuve de la stérilisation. |
-
- | | |
|--|---|
| <p>6(4) A dog license and a dog tag shall be provided to the owner upon the owner's complying with the provisions of subsection 6(3).</p> | <p>6(4) Un permis de chien et une médaille d'identification sont remis au propriétaire qui se conforme aux dispositions du paragraphe 6(3).</p> |
| <p>6(5) (a) Licenses expire in the following circumstances unless otherwise provided herein:</p> <ul style="list-style-type: none"> (i) when there is a change in the ownership of the dog; (ii) at midnight of the 31st day of December of each year; <p>(b) An application may be made after November 1st in any year for a license for the following year and such a license shall be valid from the date of its issuance.</p> | <p>6(5) a) Sauf disposition contraire du présent arrêté, les permis expirent dans les cas suivants :</p> <ul style="list-style-type: none"> (i) lorsque le chien change de propriétaire; (ii) à minuit le 31 décembre de chaque année. <p>b) Une demande de permis peut être présentée après le 1^{er} novembre de chaque année, pour l'année suivante, et le permis est en vigueur à compter de la date de sa</p> |

délivrance.

6(6) The provisions of subsections 6(2) and 6(3) shall not apply to a dog whose owner is a non-resident temporarily in the City, to a dog being in the City for the purpose of participating in a dog show, to a service dog, or to any search and rescue or law enforcement dog.

6(6) Les paragraphes 6(2) et 6(3) ne s'appliquent pas à un chien dont le propriétaire, qui n'est pas un résident de la municipalité ne s'y trouve que temporairement, ou à chien qui se trouve dans la municipalité pour participer à une exposition canine, au chien d'assistance, au chien de recherche et de sauvetage ou au chien policier.

6(7) The owner of a dog shall keep the dog tag securely fixed to the dog at all times in such a manner that it can be easily inspected by any person responsible for the enforcement of this By-law.

6(7) Le propriétaire d'un chien garde attachée à son chien, en permanence, la médaille d'identification délivrée à son égard de façon à ce que toute personne chargée de l'exécution du présent arrêté puisse l'inspecter facilement.

6(8) A dog tag which has been lost shall be replaced upon application by the owner to the contractor and upon the payment of a fee of \$2.00.

6(8) Le propriétaire d'un chien dont la médaille d'identification a été perdue peut la faire remplacer en présentant une demande en ce sens à l'entrepreneur et en payant un droit de 2 \$.

6(9) All dogs shall be immunized against distemper within 6 months of birth and renewed as required by standard veterinary practice.

6(9) Tous les chiens doivent être immunisés contre la maladie de Carré dans les six mois suivant leur naissance et, par la suite, selon les pratiques vétérinaires courantes.

6(10) All dogs shall be immunized against rabies according to the following schedule for vaccinations:

6(10) Tous les chiens doivent être immunisés contre la rage selon le calendrier de vaccination suivant :

- (a) first vaccination within 6 months of birth;
- (b) second vaccination one year after the date of the first vaccination; and
- (c) subsequent vaccinations every three years from the date of the second vaccination.

- a) le premier vaccin dans les six mois suivant la naissance;
- b) un rappel, un an après la date du premier vaccin;
- c) un rappel aux trois ans, après la date du premier rappel.

6(11) Licenses issued pursuant to this By-law are not transferrable.

6(11) Les permis délivrés en application du présent arrêté ne sont pas cessibles.

Seizure, Impounding and Destruction

Saisie, mise en fourrière et abattage

7(1) The owner of a dog shall prevent such dog from running at large in the City.

7(2) Any dog found running at large or found outside of a building with or without a valid dog tag may be seized and impounded by a contractor. The owner may claim the dog by producing or obtaining a valid license for the dog and by paying the contractor:

(a) an impounding fee which shall be \$60.00 for the first occurrence, \$100.00 for the second occurrence and \$200.00 for the third and any subsequent occurrence;

(b) Subject to subsection 7(3), a micro chipping fee which shall be \$10.00;

(c) any fees associated with required medical care that was provided to the dog while impounded, such as vaccinations, flea treatments, deworming and other required medical treatments; and

(d) a boarding fee which shall be \$20.00 for each day that the dog has been impounded.

7(3) If a dog has been impounded for a second time within 12 months, the owner shall pay the contractor to have the dog electronically identified by microchip.

7(4) Any dog suspected to be diseased such that it is likely to infect another animal or a human being may be impounded by a dog control officer.

7(1) Le propriétaire d'un chien l'empêche d'errer dans la municipalité.

7(2) L'entrepreneur peut saisir et mettre en fourrière tout chien qui est trouvé errant ou à l'extérieur d'un bâtiment, avec ou sans médaille d'identification valide. Le propriétaire peut réclamer le chien en produisant ou en obtenant un permis valide pour le chien et en versant à l'entrepreneur :

a) des frais de 50 \$ pour la première mise en fourrière, de 100 \$ pour la deuxième mise en fourrière et de 200 \$ pour chaque mise en fourrière subséquente;

b) sous réserve du paragraphe 7(3), des frais de 10 \$ associés à l'installation d'une micropuce;

c) tout frais associé aux traitements médicaux qui ont été fournis au chien lorsqu'il était en fourrière, tels, vaccinations, traitements contre les puces, traitements vermifuges et tout autre traitement médical requis; et

d) des frais d'hébergement de 20 \$ pour chaque jour de mise en fourrière.

7(3) Si un chien a été mis en fourrière une deuxième fois au cours d'une période de 12 mois, son propriétaire paiera l'entrepreneur pour que celui-ci voit à l'installation d'une micropuce permettant d'identifier électroniquement le chien.

7(4) L'agent de contrôle des chiens peut mettre en fourrière tout chien dont on soupçonne qu'il est atteint d'une maladie et qu'il est susceptible d'infecter un autre animal ou un être humain.

7(5) The contractor shall provide reasonable and adequate shelter, food and water to any dog impounded as determined by the by-law enforcement officer.

7(6) The contractor shall make a reasonable attempt to notify the owner of a dog that it has been seized and impounded if the owner is known to the contractor or if the dog is wearing a dog tag or other means of identification.

7(7) The contractor may sell any impounded dog, whether or not it is licensed, if it has not been claimed within 72 hours of the seizure.

7(8) The contractor may destroy any impounded dog, whether or not it is licensed, if:

- (a) it is injured or diseased;
- (b) it has been ordered destroyed by a judge of the Provincial Court of New Brunswick pursuant to section 8; or
- (c) it has not been claimed by its owner within 72 hours of its seizure.

7(9) Dog control officers may carry out an inspection upon any property for the purpose of seizing:

- (a) a dog which has been ordered destroyed by a judge of the Provincial Court of New Brunswick pursuant to section 8;
- (b) a dog which is running at large; or
- (c) a dog which he suspects to be

7(5) L'entrepreneur fournit un abri convenable et adéquat ainsi que de la nourriture et de l'eau en quantité suffisante à tout chien, mis en fourrière, selon les conditions que précise l'agent chargé de l'exécution des arrêtés.

7(6) L'entrepreneur fait un effort raisonnable pour aviser le propriétaire que son chien a été saisi et mis en fourrière, s'il connaît l'identité du propriétaire ou si le chien porte une médaille d'identification ou un autre moyen d'identification.

7(7) L'entrepreneur peut vendre tout chien mis en fourrière, qu'un permis soit délivré à son égard ou non, s'il n'a pas été réclamé dans les soixante-douze heures suivant la saisie.

7(8) L'entrepreneur peut abattre tout chien mis en fourrière, qu'un permis ait été délivré à son égard ou non, dans les cas suivants :

- a) le chien est blessé ou malade;
- b) un juge de la Cour provinciale du Nouveau-Brunswick a ordonné l'abattage du chien en vertu de l'article 8; ou
- c) le chien n'a pas été réclamé par son propriétaire dans les 72 heures suivant sa saisie.

7(9) L'agent de contrôle des chiens peut entrer sur une propriété afin d'y saisir :

- a) un chien dont un juge de la Cour provinciale du Nouveau-Brunswick a ordonné l'abattage en vertu de l'article 8;
- b) un chien errant; ou
- c) un chien qu'il soupçonne être malade

diseased or injured.

Dog Bites

8 A judge of the Provincial Court of New Brunswick to whom a complaint has been made alleging that a dog has bitten or attempted to bite a person, may summon the owner of the dog to appear and show cause why the dog should not be destroyed. The judge may, if from the evidence produced it appears that the dog has bitten a person, make an order directing:

- (a) that the dog be destroyed; or
- (b) that the owner or keeper of the dog keep the dog under control.

Noise

9 No owner shall permit a dog of which he or she is the owner to bark or bay or howl or yowl for such a period of time or in such manner as to create a disturbance of a neighbourhood. An owner shall immediately, upon being directed by a dog control officer to do so, take such steps as are necessary to cause the disturbance to cease.

Cleaning Up After Dogs

10(1) An owner shall remove any feces left by his or her dog on any property other than the property of the owner.

10(2) This section does not apply to the owner of a guide dog, search and rescue or law enforcement dog.

Diseased and/or Injured Cats

11(1) Notwithstanding that this By-law generally pertains to dogs, any cat may be seized by a dog control officer provided that:

ou blessé.

Morsures de chien

8 Le juge de la Cour provinciale du Nouveau-Brunswick qui est saisi d'une plainte selon laquelle un chien a mordu ou tenté de mordre une personne, peut citer le propriétaire du chien à comparaître et à faire valoir les motifs pour lesquels le chien ne devrait pas être abattu et il peut, si la preuve produite démontre que le chien a effectivement mordu une personne, ordonner :

- a) soit que le chien soit abattu;
- b) soit que le propriétaire ou la personne qui en a la garde le garde sous surveillance.

Bruit

9 Il est interdit au propriétaire de permettre que son chien aboie ou hurle pendant une période telle et de manière à déranger le voisinage. À la demande de l'agent de contrôle des chiens, le propriétaire d'un chien prend immédiatement les mesures nécessaires pour mettre fin au vacarme.

Nettoyage des excréments

10(1) Le propriétaire enlève les matières fécales que son chien a laissées sur une propriété autre que la sienne.

10(2) Le présent article ne s'applique pas au propriétaire d'un chien-guide, d'un chien de recherche et de sauvetage ou d'un chien policier.

Chats malades et/ou blessés

11(1) Nonobstant le fait que cet arrêté s'applique généralement aux chiens, un chat pourrait être saisi par l'agent de contrôle des chiens, à la

condition :

(a) such cat is determined by a dog control officer to be diseased and/or injured to such an extent that the only appropriate and humane response is to euthanize such cat; and

(b) having used reasonable efforts, a dog control officer has determined that such diseased and/or injured cat has no identifiable owner.

a) qu'un agent de contrôle des chiens détermine que ledit chat est malade et/ou blessé, à un point tel que la seule solution appropriée et sans cruauté envers l'animal est d'euthanasier ledit chat; et

b) qu'après avoir fait un effort raisonnable, l'agent de contrôle des chiens a conclu que ledit chat malade et/ou blessé n'avait pas de propriétaire identifiable.

11(2) The contractor may humanely destroy any cat seized by a dog control officer pursuant to subsection 11(1).

11(2) L'entrepreneur peut abattre, sans cruauté envers l'animal, tout chat qui a été saisi par l'agent de contrôle des chiens, conformément au paragraphe 11(1).

11(3) Dog control officers may carry out an inspection upon any property for the purpose of seizing a cat pursuant to subsection 11(1).

11(3) Les agents de contrôle des chiens peuvent entrer sur une propriété afin de saisir un chat, conformément au paragraphe 11(1).

Enforcement

12 The by-law enforcement officers and police officers are authorized to make complaints to a judge of the Provincial Court of New Brunswick alleging that a dog has bitten or attempted to bite a person and commence proceedings with respect to violations of this By-law.

Application

12 Les agents d'application des arrêtés et les agents de police sont autorisés à déposer, devant la Cour provinciale du Nouveau-Brunswick, des plaintes concernant les morsures et tentatives de morsure faites par des chiens et à engager des procédures judiciaires à l'égard des contraventions au présent arrêté.

Offences

13(1) A person who violates any of the provisions of this By-law is guilty of an offence and liable upon summary conviction to a fine of not less than one two hundred and fifty dollars (\$250.00) and not more than two thousand one hundred dollars (\$2,100.00).

Infractions

13(1) Toute personne qui contrevient à une disposition du présent arrêté est coupable d'une infraction et est passible sur condamnation sommaire d'une amende d'au moins deux cent cinquante dollars (250 \$) et d'au plus deux mille cent dollars (2 100 \$).

13(2) If a person is convicted of a violation of this By-law, a judge of the Provincial Court of New Brunswick may, in addition to or instead of

13(2) Si une personne est déclarée coupable d'avoir enfreint le présent arrêté, un juge de la Cour provinciale du Nouveau-Brunswick peut

imposing a fine, order that the dog in respect of which the offence was committed be disposed of or destroyed.

Administrative Penalties

14(1) The City may require an administrative penalty to be paid with respect to a violation of a provision of this By-law as set out in subsection 14(2).

14(2) A person who violates any provision of this By-law may pay to the City within 45 calendar days from the date of such violation an administrative penalty of one hundred and fifty dollars (\$150.00), and upon such payment, the person who committed the violation is not liable to be prosecuted therefor.

Repeal

15 A by-law of The City of Saint John enacted on the 24th day of September, 2012 entitled “*By-law Number M-13, A By-law Respecting the Control of Dogs in the City Of Saint John*” and all amendments thereto is repealed.

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

ordonner, en sus ou au lieu de l’amende, que le chien qui fait l’objet de l’infraction soit abattu ou qu’il en soit disposé autrement.

Pénalités administratives

14(1) La municipalité peut exiger qu’une pénalité administrative soit payée relativement à une infraction à une disposition de cet arrêté, comme prévu au paragraphe 14(2).

14(2) Toute personne qui contrevient à une disposition du présent arrêté peut payer à la municipalité dans un délai de 45 jours civils à compter de la date de ladite infraction, une pénalité administrative de cent cinquante dollars (150 \$), et une fois l’amende payée, la personne n’est plus susceptible de poursuites judiciaires.

Abrogation

15 L’arrêté de The City of Saint John édicté le 24^e jour de septembre 2012 intitulé « *Arrêté N° M-13, Arrêté concernant le contrôle des chiens dans The City of Saint John* », ensemble ses modifications, sont abrogés.

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

Mayor/Maire

Common Clerk/Greffier communal

First Reading	- November 5, 2018	Première lecture	- le 5 novembre 2018
Second Reading	- November 5, 2018	Deuxième lecture	- le 5 novembre 2018
Third Reading	-	Troisième lecture	-

BY-LAW NUMBER M-16
A BY-LAW TO AMEND A BY-LAW
RESPECTING WATER AND SEWERAGE

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 Water and Sewerage”
enacted on the 7th day of June, A.D. 2004, is hereby
amended as follows:

1 Schedules “A” and “B” are repealed and
the following are substituted:

SCHEDULE “A”
Effective January 1st, 2019

Flat rate customers		
Flat rate customers Water charge	Yearly	\$643.24

SCHEDULE “B”
Effective January 1st, 2019

METERED CUSTOMERS – WATER SERVICE CHARGE			
Meter Size	Yearly (\$)	Monthly (\$)	Bi-Monthly(\$)
15mm	216.36	18.03	36.06
20mm	264.84	22.07	44.14
25mm	361.68	30.14	60.28
40mm	475.56	39.63	79.26
50mm	948.72	79.06	158.12
75mm	1,971.48	164.29	328.58
100mm	3,428.52	285.71	571.42
150mm	5,388.24	449.02	898.04
200mm	7,742.40	645.20	1,290.40
250mm & up	10,485.96	873.83	1,747.66

METERED CUSTOMERS – CONSUMPTION CHARGE			
Monthly (by m³)		Bi-Monthly (by m³)	
Consumption (m³)	Rate (\$/m³)	Consumption (m³)	Rate (\$/m³)
For the first 50	1.6123	For the first 100	1.6123
For the next 124,950	1.0267	For the next 249,900	1.0267
For all in excess of 125,000	0.3623	For all in excess of 250,000	0.3623
Spillage	0.1100	Spillage	0.1100

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

Mayor/maire

Common Clerk/Greffier communal

First Reading - November 5, 2018
Second Reading - November 5, 2018
Third Reading -

ARRÊTÉ N^o M-16
ARRÊTÉ MODIFIANT L’ARRÊTÉ
CONCERNANT LE RÉSEAU D’EAU ET
D’ÉGOUTS

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

Par les présentes, l’arrêté de The City of
Saint John intitulé « Arrêté concernant les réseaux
d’eau et d’égouts», édicté le 7 juin 2004, est
modifié comme suit::

1 Les annexes «A» et «B» sont abrogées et
sont remplacées par celles qui figurent aux
présentes.

ANNEXE «A»
En vigueur le 1^{er} janvier 2019

Tarif forfaitaire pour les clients		
Tarif forfaitaire pour les clients Redevance sur l’eau	Tarif annuel	643,24\$

ANNEXE «B»
En vigueur le 1^{er} janvier 2019

CLIENTS AVEC COMPTEUR – TARIF DES SERVICES D’EAU			
Dimension du compteur	Tarif annuel (\$)	Tarif mensuel (\$)	Tari bimensuel(\$)
15mm	216.36	18.03	36.06
20mm	264.84	22.07	44.14
25mm	361.68	30.14	60.28
40mm	475.56	39.63	79.26
50mm	948.72	79.06	158.12
75mm	1,971.48	164.29	328.58
100mm	3,428.52	285.71	571.42
150mm	5,388.24	449.02	898.04
200mm	7,742.40	645.20	1,290.40
250mm et plus	10,485.96	873.83	1,747.66

CLIENTS AVEC COMPTEUR – FRAIS DE CONSOMMATION			
Mensuels (par m³)		Bimestriels (par m³)	
Consommation (m³)	Frais (\$/m³)	Consommation (m³)	Frais (\$/m³)
Pour les 50 premiers	1,6123	Pour les 100 premiers	1,6123
Pour les 124 950 suivants	1,0267	Pour les 249 900 suivants	1,0267
Pour toute consommation au-delà de 125 000	0,3623	Pour toute consommation au-delà de 250 000	0,3623
Renversement	0,1100	Renversement	0,1100

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

Première lecture - le 5 novembre 2018
Deuxième lecture - le 5 novembre 2018
Troisième lecture -

COUNCIL REPORT

M&C No.	2018-329
Report Date	November 15, 2018
Meeting Date	November 19, 2018
Service Area	Corporate Services

His Worship Mayor Don Darling and Members of Common Council

SUBJECT: Amendment to A By-Law Respecting Water and Sewerage

OPEN OR CLOSED SESSION

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

AUTHORIZATION

Primary Author	Department Head	Acting City Manager
<i>Melanie C. Tompkins</i>	<i>J. Brent McGovern</i>	<i>Neil Jacobsen</i>

RECOMMENDATION

That Council give First and Second reading to the amendment to the *Water and Sewerage By-Law*, By-Law No. M-16, attached to this M&C No. 2018-329.

EXECUTIVE SUMMARY

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

PREVIOUS RESOLUTION

N/A

STRATEGIC ALIGNMENT

N/A

REPORT

In order for the city to properly manage and enforce its by-laws under the authority of the *Local Governance Act*, it must have in place By-Law Enforcement Officers for this purpose.

Section 72 of the *Local Governance Act* provides that a council may appoint by-law enforcement officers for the local government and may determine their terms of office.

The current *Water & Sewerage By-Law* was originally enacted under the *Municipalities Act*. It does not include a definition of By-Law Enforcement Officers, nor does it contemplate that such officers may perform such functions and duties as are currently given them under the new *Local Governance Act*.

The proposed amendment creates a new definition of By-Law Enforcement Officers, and gives authority to Council to name such officers by resolution of the council. Once named, those By-Law Enforcement Officers properly appointed by council have the authority, under the *Local Governance Act*, to send written demands requiring the remedial of contraventions to the *Water & Sewerage By-Law* and take action in the event that the violation is not remedied. They are also able to send notices of penalty under the revised enforcement regime of the by-law – which allows the city to impose and collect administrative penalties in lieu of prosecution (and related fines), thereby keeping as city revenues the full amount of the administrative penalty. Finally, those appointed will also be authorized to lay information(s) in the Provincial Court of the Province of New Brunswick with respect to violations to that by-law.

The proposed amendment also adds to the by-law a provision which enables the city, when prosecuting an offence, to seek a fine that is multiplied by the number of days an offence continues. The authority to do this is granted to local governments at s. 148 of the *Local Governance Act*. This system of fines is geared toward deterrence, the intent being that the penalty related to an offence is directly related to the time during which said offence continues, thereby enticing those committing violations to reduce/limit the number of days during which they are in violation.

SERVICE AND FINANCIAL OUTCOMES

Under the enforcement regime of the *Local Governance Act*, the city is able to impose administrative penalties in lieu of prosecution, the proceeds of which remain entirely with the city. The appointment of By-Law Enforcement Officers for the purposes of the *Water & Sewerage By-Law* will allow Saint John Water to impose such administrative penalties under the by-law's new penalty provision. The administrative penalty under the by-law is \$1,500.00 per violation.

INPUT FROM OTHER SERVICE AREAS AND STAKEHOLDERS

The By-Law Amendment was drafted by the Manager of Legal Services for Saint John Water.

ATTACHMENTS

Amendment to the Water and Sewerage By-Law.

BY-LAW NO. M-16
A LAW TO AMEND A BY-LAW
RESPECTING WATER AND SEWERAGE

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 Water and Sewerage", enacted on the 7th day of June, A.D. 2004, is hereby amended as follows:

1. Section 1 is amended by adding the following definition:

““by-law enforcement officer” means a by-law enforcement officer appointed under this By-law and designated by resolution of the City’s Common Council. (*agent chargé de l’exécution des arrêtés municipaux*)”

2. The following section is added immediately after section 1:

“1.1 The City’s Common Council may, for the purposes of the administration and enforcement of this By-law, appoint by-law enforcement officers who may exercise such powers and perform such duties as may be set out in this By-law or the *Local Governance Act*.”

3. Section 50 is repealed and replaced with the following:

“50(1) A person who violates any provision of this by-law commits an offence and is liable upon conviction to a fine of \$2,100.00.

50(2) If an offence continues for more than one day, the fine shall be the fine established under subsection (1) multiplied by the number of days during which the offence continues.

50(3) A person who violates any provision of this by-law shall, within 20 business days after receiving a penalty notice from a by-law

ARRÊTÉ NO M-16
ARRÊTÉ MODIFIANT L’ARRÊTÉ
CONCERNANT LE RÉSEAU D’EAU ET
D’ÉGOUTS

Lors d’une réunion du conseil municipal, 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 réseaux d’eau et d’égouts », décrété le 7 juin 2004, est modifié comme suit:

1. L’article 1 est modifié par l’adjonction de la définition suivante:

““agent chargé de l’exécution des arrêtés municipaux” Agent chargé de l’exécution des arrêtés municipaux nommé en vertu du présent arrêté et désigné par résolution du conseil communal de la ville. (*by-law enforcement officer*)”

2. L’article suivant est ajouté immédiatement après l’article 1:

“1.1 Le conseil communal de la ville peut, pour des fins d’administration et d’exécution du présent arrêté, nommer des agents chargés de l’exécution des arrêtés municipaux qui exercent les pouvoirs et remplissent les fonctions que prescrivent le présent arrêté ou la *Loi sur la Gouvernance Locale*.”

3. L’article 50 est abrogé et remplacé par ce qui suit :

« 50(1) Quiconque contrevient à une disposition du présent arrêté commet une infraction et est passible, sur déclaration de culpabilité, d’une amende de 2100,00\$.

50(2) Si une infraction se poursuit pendant plus d’une journée, l’amende correspond à l’amende fixée au paragraphe (1) multipliée par le nombre de jours pendant lesquels elle se poursuit.

50(3) Quiconque contrevient à une disposition du présent arrêté doit, dans les 20 jours ouvrables suivant la réception d’un avis de pénalité émis par

enforcement officer, pay an administrative penalty of \$1,500.00 at the Payment Center, City Hall, 15 Market Square, Saint John, NB, Monday to Friday between the hours of 8:30 am and 4:30 pm.

50(4) A person who violates a provision of this by-law and pays the administrative penalty pursuant to paragraph (3) is not liable to be prosecuted for said violation. ”

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

un agent chargé de l'exécution des arrêtés municipaux, acquitter une pénalité administrative de 1500,00\$ au bureau de perception à l'Hôtel de ville, au 15 Market Square, Saint John, N.-B., du lundi au vendredi, de 8h30 à 16h30.

50(4) Quiconque contrevient à une disposition du présent arrêté et acquitte la pénalité administrative tel que prévu au paragraphe (3) n'est passible d'aucune poursuite à cet égard. »

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

Mayor /Maire

Common Clerk/greffier communal

First Reading -
Second Reading -
Third Reading -

Première lecture -
Deuxième lecture -
Troisième lecture -

COUNCIL REPORT

M&C No.	2018-318
Report Date	November 09, 2018
Meeting Date	November 19, 2018
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 112 Victoria Street (PID 379628)

OPEN OR CLOSED SESSION

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

AUTHORIZATION

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

RECOMMENDATION

Your City Manager recommends that Common Council direct one or more of the Officers appointed and designated by Council for the enforcement of the *Saint John Unsightly Premises and Dangerous Buildings and Structures By-law*, to arrange for the demolition of the building at 112 Victoria Street (PID 379628), in accordance with the applicable City purchasing policies.

EXECUTIVE SUMMARY

The purpose of this report is to advise Council that a Notice to Comply was issued under Part 13 of the *Local Governance Act* for the building at 112 Victoria 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 112 Victoria Street, PID# 379628, have revealed that there is one building on the premise; a three-storey, three-unit apartment building. Staff first became aware of the property's vacancy in February 2017 and began standard enforcement procedures. The property is located in the City's North End in an urban centre residential zone. The building sustained a fire

on the second storey in September 2017. Damage caused by the fire has not been remedied. The building is 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.

For the reasons described in the attached Inspection Report, a Notice to Comply was issued on September 19, 2018 and was posted to the building on September 21, 2018, as per section 132(3) of the *Local Governance Act* that outlines acceptable methods of service. The Certificate of Registered Ownership lists a company as the owner. The Notice provided the owners 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 November 5, 2018 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 building's vacancy, dilapidation, unsoundness of structural strength and resulting hazard to the safety of the public. A copy of the letter advising of the Common Council Hearing date and affidavit is attached; it was sent to the owner via registered mail on October 18, 2018 and was posted to the building on the same day.

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 \$20,000 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 #379628

Address: 112 Victoria Street, Saint John,
New Brunswick

Owner(s) or Occupier(s):

Name: VNB Enterprises Ltd.

Address: 61 Northumberland Avenue, Saint
John, New Brunswick, E2J 2L2

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
September 19, 2018 prepared by Rachel Van Wart, EIT,
By-law Enforcement Officer, reviewed and concurred in
by Amy Poffenroth, P. Eng., By-law Enforcement
Officer.

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

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

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

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

Numéro d’identification de la parcelle :

NID : 379628

Adresse : 112, rue Victoria, Saint John,
Nouveau-Brunswick

Propriétaire(s) ou occupant(s) :

Nom : VNB Enterprises Ltd.

Adresse : 61, avenue Northumberland, Saint
John, Nouveau-Brunswick, E2J 2L2

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 détritux 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 19 septembre 2018 et préparé
par Rachel Van Wart, IS, une agente chargé de
l’exécution des arrêtés municipaux, révisé et en
d’accorde avec par Amy Poffenroth, ing., une agente
chargé de l’exécution des arrêtés municipaux.

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

Date before which the condition must be corrected:¹

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

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

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

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

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

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

Délai imparti pour y remédier :¹

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

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

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

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

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

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

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

Dated at Saint John the 19th day of September, 2018.

Fait à Saint John le ____ septembre, 2018.

Local government: The City of Saint John

Gouvernement locale : The City of Saint John

Signature of the officer of the local government:

Signature du fonctionnaire du gouvernement local:



Contact information of the officer of the local government:

Coordonnées du fonctionnaire du gouvernement local:

Name: Rachel Van Wart, EIT
Mailing address:

Nom : Rachel Van Wart, IS
Adresse postale:

Growth and Community Development Services

Service de la Croissance et du Développement
Communautaire

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

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

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

Corporate seal of the local government



Sceau du gouvernement local

Notes:


1. All appropriate permits must be obtained 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"
112 Victoria Street
Saint John, New Brunswick
PID# 00379628

Dated at Saint John,
this 19th day of
September 2019.

Standards Officer

Inspection Date: June 27, 2018
Inspections Conducted by: Catherine Lowe, EIT & Rachel Van Wart, EIT

Introduction

Inspections of the property at 112 Victoria Street, PID# 379628, have revealed that there is one building on the premise (the "Building"); a three-storey, three-unit apartment building. Staff first became aware of the property's vacancy in February 2017 and began standard enforcement procedures. The property is located in the City's North End in an urban centre residential zone. The Building sustained a fire on the second storey in September 2017. Damage caused by the fire has not been remedied. The Building is 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 Building is not in compliance with the *Saint John Unsightly Premises and Dangerous Buildings and Structures By-law*, By-law Number M-30, and amendments thereto (the "By-law").

Unsightly Premise Conditions

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

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

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

1. There is an accumulation of junk, rubbish, and refuse on the property. These items include, but are not limited to; fallen siding, shards of glass, charred wood, plywood boards and other various loose and bagged garbage piled in the narrow alleyway between the Building and the neighboring Building located at 110 Victoria Street. The aforementioned accumulation of junk, rubbish, and refuse is unsightly.
2. The Building is dilapidated. The exterior paint of the Building is peeling. Siding at the front of the Building is deteriorated. The clapboard siding on the left and right side is rotting and has fallen off the Building in some locations. The front windows and doors are boarded. Windows on the left and rear are boarded from inside the Building. Many windows have been broken; shards of glass hang from the panes. There is a gap in the foundation on the left side which could allow animals into the crawl space of the Building. There is a hole (approximately 1ft by 1ft in size) in the right side wall of the Building due to fire damage. These conditions are unsightly.

Vacant and Unoccupied

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

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

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

1. Buildings that are in a dilapidated condition and are known to be vacant can attract vandalism, arson, or criminal activity. They can also pose a hazard to the safety of the public and devalue homes in the surrounding area. In addition, this vacant building is a major blight, affecting the quality of life in this residential neighborhood and devaluing neighboring properties due to negative perceptions of unsafe deteriorating buildings. The City of Saint John Finance department confirmed that the water has been turned off since September 2017. Saint John Energy confirmed that the power has been disconnected since June 2017.
2. There is a higher risk of a fire event occurring at the property since it is known to the public that the Building is vacant and because the Building has previously sustained a fire. The Building was found open in June 2017 with signs of vandalism. In addition, to the left of this property are two vacant lots. To the right of this property is another vacant building at 110 Victoria Street. Due to the high volume of neighboring vacant properties, if an additional fire event were to occur within the Building, neighboring citizens may not notice the fire immediately. This could delay when the fire department is notified, providing more time for the fire to blaze out of control. If a fire event were to occur it could spread to the neighboring property and cause significant damage to the building.
3. There is a concern for emergency personnel safety in the event of an emergency. If firefighters suspect there may be people inside the Building, it would be reasonable to expect they may be required to enter it. The second storey of the Building is unsound. There is a hole in the floor of the second storey and a hole in the right wall of the Building due to fire damage. Caution tape has been placed at the top of the stairs leading to the second storey due to its condition. The floor and walls are black due to fire damage. There is extensive water damage throughout the Building due to firefighting efforts. These conditions are not known to emergency personnel and would be extremely dangerous during a high stress emergency situation.

Dilapidated and 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 Building is a hazard to the safety of the public by reason of dilapidation and by reason of unsoundness of structural strength for the following reasons:

1. The siding and exterior trim of the Building are rotten and deteriorated. Siding is missing in some locations and is hanging in others. Damage to the left side of the Building has been partially covered with a plywood board. Glass from broken windows is hanging from the window panes. Debris falling from the Building could cause harm to those on the property or pedestrians on the sidewalk.
2. The left side of the Building is sagging. Siding on the Building is not straight, but is curved downward. The three windows of the first storey are no longer in

alignment with one another, with two of them being at a lower elevation than the third. The left rear section of the Building is sloped towards the rear. These conditions could indicate a shift in foundation or other structural members, compromising the structural integrity of the Building.

3. The owner removed the board from the front door to allow entry into the Building. A strong odor caused by fire damage could be smelled from outside the Building once the door had been removed. A fire occurred on the second storey of the Building and spread to parts of the first storey in September 2017. The damage caused by the fire has not been remedied. There is caution tape at the top of the stairs leading to the second storey due to its unsound condition. Damage was therefore observed from the first storey only for the safety of the inspectors. Black marks caused by smoke and fire can be seen around ceiling light fixtures on the first storey. The ceiling of a front room on the first storey is severely fire damaged. Members and building materials in this area are black from being burned. There is a hole through the floor at the top of the stairs of the second storey that can be seen from the first storey. There is also a hole in the wall of the right side of the Building. The hole is located where the ceiling meets the right wall of the first storey and extends slightly to the second storey. The neighboring property at 110 Victoria Street can be seen through the hole. These conditions have caused the front portion of the second storey to be unsound and unsafe. There is water damage throughout the first and second storey units from firefighting efforts. Water damaged materials that are left to deteriorate can lead to further dilapidation. Due to this, inspectors did not enter the second or third storey units.
4. The floors of the first storey are covered in debris from damaged walls and ceilings. The debris consists of water and fire damaged building materials such as insulation, wooden members, and drywall. There are holes in the walls and ceilings throughout the unit. The bathroom of the first storey is dismantled. There is drywall and wooden members covering the floor. There is a large hole above the bathtub area and down the wall, exposing water damaged materials. The left front window of the unit is broken, shards of glass lie on the floor. The floor at the base of the rear stairwell appears water damaged.
5. The crawl space beneath the Building contains mechanical and electrical equipment, piping, structural support members and the foundation of the Building. Insulation from the walls and ceiling of this area has fallen and now lies on the ground. Wooden beams which make up the floor of the first storey appear to be deflected. There is a gap in the foundation on the left side of the Building that could allow animals into the crawl space area. Animals can cause damage, carry disease, and affect the quality of life of surrounding neighbors.

Required Remedial Actions

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

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

1. The Building 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 Building 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

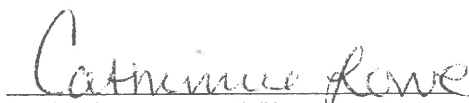
carried out. The repaired Building must meet the *National Building Code of Canada (2010)* as well as other applicable codes.

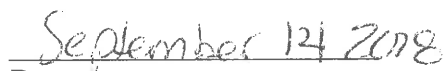
4. The detailed plan, including schedules and any engineering reports, must be approved by the Department prior to commencing repair work.
5. A building permit must be obtained for any and all applicable work prior to commencing said work from the City of Saint John in order to comply with the *Saint 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 Building and cleanup of all debris on the premise by complying with all the remedial actions as follows:

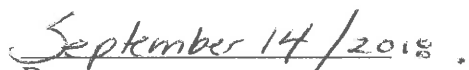
1. The Building must be demolished to remove the hazard to the safety of the public by reason of dilapidation and by reason of being vacant or unoccupied.
2. A demolition permit must be obtained from the City of Saint John in order to comply with the *Saint John Building By-law*.
3. The premise must 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:

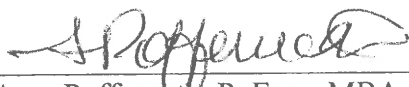

Catherine Lowe, EIT
Technical Services Officer
Growth and Community Development Services


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

September 19, 2018
Date

CANADA
PROVINCE OF NEW BRUNSWICK
COUNTY OF SAINT JOHN

IN THE MATTER OF THE BUILDING THAT IS LOCATED AT

112 Victoria Street, SAINT JOHN, N.B. (PID number 379628)

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 September 21, 2018, at approximately 3:14pm, 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 112 Victoria Street, Saint John, N.B.

Sworn To before me at the
City of Saint John, N.B.,
on the 21 day of
September, 2018



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

Catherine Lowe
Catherine Lowe

FORM 4
NOTICE TO COMPLY – DANGEROUS OR
UNSAFETY 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 #379628

Address: 112 Victoria Street, Saint John,
New Brunswick

Owner(s) or Occupier(s):

Name: VNB Enterprises Ltd.

Address: 61 Northumberland Avenue, Saint
John, New Brunswick, E2J 2L2

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
September 19, 2018 prepared by Rachel Van Wart, EIT,
By-law Enforcement Officer, reviewed and concurred in
by Amy Poffenroth, P. Eng., By-law Enforcement
Officer.

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

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

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

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

This is Exhibit "A"
Referred to in the Affidavit of
Catherine Lowe
Sworn before me at the City of
Saint John, New Brunswick
the 21 day of September 2018
[Signature]
Commissioner of Oaths

Numéro d'identification de la parcelle :

NID : 379628

Adresse : 112, rue Victoria, Saint John,
Nouveau-Brunswick

Propriétaire(s) ou occupant(s) :

Nom : VNB Enterprises Ltd.

Adresse : 61, avenue Northumberland, Saint
John, Nouveau-Brunswick, E2J 2L2

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

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

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

Description de la (des) situation(s) : Les lieux sont
inesthétiques en permettant la présence de ferraille,
de débris et le bâtiment délabré. Le bâtiment
est devenu dangereuse pour la sécurité du public du
fait de son inhabitation ou de son inoccupation et est
devenu dangereuse pour la sécurité du public du fait
de son délabrement et du fait de manque de solidité.
Les conditions du bâtiment et des lieux sont décrites à
l'annexe « A », une copie conforme du rapport
d'inspection en date du 19 septembre 2018 et préparé
par Rachel Van Wart, IS, une agente chargé de
l'exécution des arrêtés municipaux, révisé et en
d'accorde avec par Amy Poffenroth, ing., une agente
chargé de l'exécution des arrêtés municipaux.

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

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

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

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

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

Date before which the condition must be corrected:¹

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

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

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

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

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

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

Délai imparti pour y remédier :¹

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

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

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

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

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

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

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

Dated at Saint John the 19th day of September, 2018.

Fait à Saint John le ____ septembre, 2018.

Local government: The City of Saint John

Gouvernement locale : The City of Saint John

Signature of the officer of the local government:

Signature du fonctionnaire du gouvernement local:



Contact information of the officer of the local government:

Coordonnées du fonctionnaire du gouvernement local:

Name: Rachel Van Wart, EIT
Mailing address:

Nom : Rachel Van Wart, IS
Adresse postale:

Growth and Community Development Services

Service de la Croissance et du Développement
Communautaire

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

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

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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.

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. Payment of the fine does not alleviate the obligation to comply with the by-law, standard or notice.

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.

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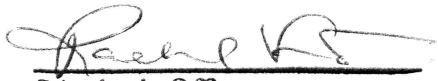
3. Les coûts deviennent une créance du gouvernement local et peuvent être ajoutés à l'avis commun d'évaluation et d'impôt foncier des gouvernements local et provincial.

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

INSPECTION REPORT
Schedule "A"
112 Victoria Street
Saint John, New Brunswick
PID# 00379628

Dated at Saint John,
this 14th day of

September 2019.


Standards Officer

Inspection Date: June 27, 2018

Inspections Conducted by: Catherine Lowe, EIT & Rachel Van Wart, EIT

Introduction

Inspections of the property at 112 Victoria Street, PID# 379628, have revealed that there is one building on the premise (the "Building"); a three-storey, three-unit apartment building. Staff first became aware of the property's vacancy in February 2017 and began standard enforcement procedures. The property is located in the City's North End in an urban centre residential zone. The Building sustained a fire on the second storey in September 2017. Damage caused by the fire has not been remedied. The Building is 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 Building is not in compliance with the *Saint John Unsightly Premises and Dangerous Buildings and Structures By-law*, By-law Number M-30, and amendments thereto (the "By-law").

Unsightly Premise Conditions

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

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

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

1. There is an accumulation of junk, rubbish, and refuse on the property. These items include, but are not limited to; fallen siding, shards of glass, charred wood, plywood boards and other various loose and bagged garbage piled in the narrow alleyway between the Building and the neighboring Building located at 110 Victoria Street. The aforementioned accumulation of junk, rubbish, and refuse is unsightly.
2. The Building is dilapidated. The exterior paint of the Building is peeling. Siding at the front of the Building is deteriorated. The clapboard siding on the left and right side is rotting and has fallen off the Building in some locations. The front windows and doors are boarded. Windows on the left and rear are boarded from inside the Building. Many windows have been broken; shards of glass hang from the panes. There is a gap in the foundation on the left side which could allow animals into the crawl space of the Building. There is a hole (approximately 1ft by 1ft in size) in the right side wall of the Building due to fire damage. These conditions are unsightly.

Vacant and Unoccupied

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

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

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

1. Buildings that are in a dilapidated condition and are known to be vacant can attract vandalism, arson, or criminal activity. They can also pose a hazard to the safety of the public and devalue homes in the surrounding area. In addition, this vacant building is a major blight, affecting the quality of life in this residential neighborhood and devaluing neighboring properties due to negative perceptions of unsafe deteriorating buildings. The City of Saint John Finance department confirmed that the water has been turned off since September 2017. Saint John Energy confirmed that the power has been disconnected since June 2017.
2. There is a higher risk of a fire event occurring at the property since it is known to the public that the Building is vacant and because the Building has previously sustained a fire. The Building was found open in June 2017 with signs of vandalism. In addition, to the left of this property are two vacant lots. To the right of this property is another vacant building at 110 Victoria Street. Due to the high volume of neighboring vacant properties, if an additional fire event were to occur within the Building, neighboring citizens may not notice the fire immediately. This could delay when the fire department is notified, providing more time for the fire to blaze out of control. If a fire event were to occur it could spread to the neighboring property and cause significant damage to the building.
3. There is a concern for emergency personnel safety in the event of an emergency. If firefighters suspect there may be people inside the Building, it would be reasonable to expect they may be required to enter it. The second storey of the Building is unsound. There is a hole in the floor of the second storey and a hole in the right wall of the Building due to fire damage. Caution tape has been placed at the top of the stairs leading to the second storey due to its condition. The floor and walls are black due to fire damage. There is extensive water damage throughout the Building due to firefighting efforts. These conditions are not known to emergency personnel and would be extremely dangerous during a high stress emergency situation.

Dilapidated and 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 Building is a hazard to the safety of the public by reason of dilapidation and by reason of unsoundness of structural strength for the following reasons:

1. The siding and exterior trim of the Building are rotten and deteriorated. Siding is missing in some locations and is hanging in others. Damage to the left side of the Building has been partially covered with a plywood board. Glass from broken windows is hanging from the window panes. Debris falling from the Building could cause harm to those on the property or pedestrians on the sidewalk.
2. The left side of the Building is sagging. Siding on the Building is not straight, but is curved downward. The three windows of the first storey are no longer in

alignment with one another, with two of them being at a lower elevation than the third. The left rear section of the Building is sloped towards the rear. These conditions could indicate a shift in foundation or other structural members, compromising the structural integrity of the Building.

3. The owner removed the board from the front door to allow entry into the Building. A strong odor caused by fire damage could be smelled from outside the Building once the door had been removed. A fire occurred on the second storey of the Building and spread to parts of the first storey in September 2017. The damage caused by the fire has not been remedied. There is caution tape at the top of the stairs leading to the second storey due to its unsound condition. Damage was therefore observed from the first storey only for the safety of the inspectors. Black marks caused by smoke and fire can be seen around ceiling light fixtures on the first storey. The ceiling of a front room on the first storey is severely fire damaged. Members and building materials in this area are black from being burned. There is a hole through the floor at the top of the stairs of the second storey that can be seen from the first storey. There is also a hole in the wall of the right side of the Building. The hole is located where the ceiling meets the right wall of the first storey and extends slightly to the second storey. The neighboring property at 110 Victoria Street can be seen through the hole. These conditions have caused the front portion of the second storey to be unsound and unsafe. There is water damage throughout the first and second storey units from firefighting efforts. Water damaged materials that are left to deteriorate can lead to further dilapidation. Due to this, inspectors did not enter the second or third storey units.
4. The floors of the first storey are covered in debris from damaged walls and ceilings. The debris consists of water and fire damaged building materials such as insulation, wooden members, and drywall. There are holes in the walls and ceilings throughout the unit. The bathroom of the first storey is dismantled. There is drywall and wooden members covering the floor. There is a large hole above the bathtub area and down the wall, exposing water damaged materials. The left front window of the unit is broken, shards of glass lie on the floor. The floor at the base of the rear stairwell appears water damaged.
5. The crawl space beneath the Building contains mechanical and electrical equipment, piping, structural support members and the foundation of the Building. Insulation from the walls and ceiling of this area has fallen and now lies on the ground. Wooden beams which make up the floor of the first storey appear to be deflected. There is a gap in the foundation on the left side of the Building that could allow animals into the crawl space area. Animals can cause damage, carry disease, and affect the quality of life of surrounding neighbors.

Required Remedial Actions

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

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

1. The Building 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 Building 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

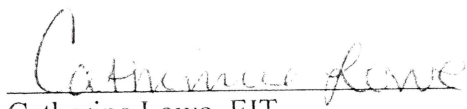
carried out. The repaired Building must meet the *National Building Code of Canada (2010)* as well as other applicable codes.

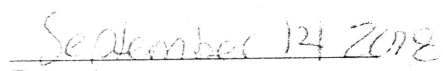
4. The detailed plan, including schedules and any engineering reports, must be approved by the Department prior to commencing repair work.
5. A building permit must be obtained for any and all applicable work prior to commencing said work from the City of Saint John in order to comply with the *Saint 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.

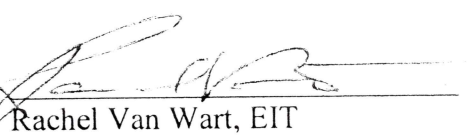
Option 2: Demolition of the Building and cleanup of all debris on the premise by complying with all the remedial actions as follows:

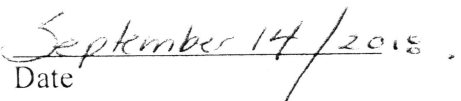
1. The Building must be demolished to remove the hazard to the safety of the public by reason of dilapidation and by reason of being vacant or unoccupied.
2. A demolition permit must be obtained from the City of Saint John in order to comply with the *Saint John Building By-law*.
3. The premise must 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:

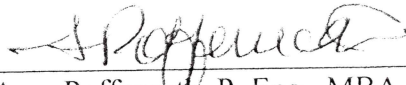

Catherine Lowe, EIT
Technical Services Officer
Growth and Community Development Services


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

September 19, 2018

Date

This is Exhibit "B"
Referred to in the Affidavit of
Catherine Lowe
Sworn before me at the City of
Saint John, New Brunswick
the 21 day of September 2018
[Signature]
Commissioner of Oaths

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

AVIS D'APPEL
FORMULE 1
(Loi sur les municipalités, L.R.N.-B. de 1973, ch. M-22, par. 190.021(1))

File No.: _____

N° du dossier : _____

BETWEEN :

ENTRE :

Appellant(s),

Appelant(s),

- and -

- et -

THE CITY OF SAINT JOHN,

THE CITY OF SAINT JOHN,

Respondent.

Intimée.

Parcel Identifier : PID #

Numéro d'identification de la parcelle : # NID

Parcel Address: _____

Adresse de la parcelle : _____

Owner(s) or Occupier(s):

Propriétaire(s) ou occupant(s) :

Name: _____

Nom : _____

Address: _____

Adresse : _____

Telephone: _____

Téléphone: _____

Name: _____

Nom : _____

Address: _____

Adresse : _____

Telephone: _____

Téléphone: _____

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

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

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

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

<hr/>	<hr/>
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Dated at _____ the _____ day of _____, 2018.	Fait à _____ le _____ 2018.
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<hr/>	<hr/>
Signature of owner or occupier	Signature du propriétaire ou l'occupant

The appellant(s) intends to proceed in the <u>English</u> or <u>French</u> language (Please check the appropriate box).	L'appellant(s) a (ont) l'intention d'utiliser la langue <u>française</u> ou <u>anglaise</u> (Veuillez cocher la case appropriée).
---	---

Please forward your Notice of Appeal by registered mail to the clerk of The City of Saint John within fourteen (14) days after having been given the notice at the following address:	Veuillez faire parvenir votre Avis d'appel par courrier recommandé au secrétaire de The City of Saint John dans les quatorze (14) jours qui suivent la notification de l'avis à l'adresse suivante :
--	---

Common Clerk's Office 15 Market Square, City Hall Building, 8 th Floor P. O. Box 1971 Saint John, New Brunswick E2L 4L1 Telephone: 506-658-2862 Telecopier: 506-674-4214	Bureau du greffier communal 15 Market Square, Édifice de l'hôtel de ville, 8 ^e étage Case postale 1971 Saint John (Nouveau-Brunswick) E2L 4L1 Téléphone: 506-658-2862 Télécopieur: 506-674-4214
---	--

Notes: 1. A notice that is not appealed within fourteen (14) days after having been given the notice shall be deemed to be confirmed.	Notes : 1. Un avis dont il n'est pas interjeté appel dans les quatorze (14) jours qui suivent la notification de l'avis est réputée 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.

3. On an appeal, the *Saint John Substandard Properties Appeal Committee* may confirm, modify or rescind the notice or extend the time for complying with the notice.

4. The *Saint John Substandard Properties Appeal Committee* shall provide a copy of its decision to the owner(s) or occupier(s) of the premises, building or structure who brought the appeal within **fourteen (14) days** after making its decision.

5. The owner(s) or occupier(s) provided with a copy of a decision from the *Saint John Substandard Properties Appeal Committee* may appeal the decision to a judge of The Court of Queen's Bench of New Brunswick within **fourteen (14) days** after the copy of the decision was provided to the owner(s) or occupier(s) on the grounds that (a) the procedure required to be followed by the *Municipalities Act* was not followed, or (b) the decision is patently unreasonable.

2. Lors d'un appel, le *Comité d'appel des propriétés inférieures aux normes de Saint John* doit tenir, sur le point en litige, une audience au cours de laquelle le(s) propriétaire(s) ou l'occupant(s) qui interjette(nt) appel a (ont) le droit d'être entendu(s) et peut(vent) se faire représenter par un avocat.

3. Lors d'un appel, le *Comité d'appel des propriétés inférieures aux normes de Saint John* peut confirmer, modifier ou annuler l'avis ou proroger le délai pour s'y conformer.

4. Le *Comité d'appel des propriétés inférieures aux normes de Saint John* doit fournir une copie de sa décision au(x) propriétaire(s) ou à l'occupant(s) des lieux, du bâtiment ou de la construction qui lui a(ont) interjeté appel dans les **quatorze (14) jours** suivant la date à laquelle il a rendu sa décision.

5. Le(s) propriétaire(s) ou l'occupant(s) à qui une copie d'une décision a été fournie par le *Comité d'appel des propriétés inférieures aux normes de Saint John* peut(vent), dans les **quatorze (14) jours** qui suivent, interjeter appel de la décision devant un juge de la Cour du Banc de la Reine du Nouveau-Brunswick au motif que (a) la démarche à suivre en vertu de la *Loi sur les municipalités* n'a pas été suivie, ou (b) la décision est manifestement déraisonnable.

CANADA
PROVINCE OF NEW BRUNSWICK
COUNTY OF SAINT JOHN

IN THE MATTER OF THE BUILDING THAT IS LOCATED AT

112 Victoria Street, SAINT JOHN, N.B. (PID number 379628)

AFFIDAVIT OF SERVICE

I, Catherine Lane, 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 October 18 2018, at approximately 2:22pm, I posted a copy of the attached Notice of Common Council Hearing Letter, marked Exhibit "A" to the front door of the building that is located at 112 Victoria Street, Saint John, N.B.

Sworn To before me at the
City of Saint John, N.B.,
on the 25 day of
October, 2018



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

Catherine Lane
Catherine Lane



The City of Saint John

October 18, 2018

Case Number: 17-0081

VIA REGISTERED MAIL

VNB Enterprises Ltd.
61 Northumberland Ave
Saint John, NB
E2J 2L2

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

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

This is Exhibit "A"
Referred to in the Affidavit of
Catherine Lowe
Sworn before me at the City of
Saint John, New Brunswick
the 25 day of October, 2018
Rachel Van Wart
Commissioner of Oaths

NOTICE OF COMMON COUNCIL HEARING

Dear Sir/Madam:

Re: Property located at 112 Victoria St, PID # 00379628
Dangerous and Vacant Building Program

On September 19, 2018, a Notice to Comply was issued for the above mentioned property which required remedial action to bring the building and premises into compliance with the *Saint John Unsightly Premises and Dangerous Buildings and Structures By-law*. The Notice to Comply was posted to the building on September 21, 2018.

The fourteen (14) day appeal period has now expired. Therefore, a compliance inspection will be conducted on November 5, 2018. 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 November 19, 2018 at 6:00 p.m. to recommend that the building be demolished. Please be advised that at this meeting, you will have the opportunity to present evidence to the contrary.

If you have any questions, please do not hesitate to contact me at (506) 658-2911.

Regards,

p.p. Catherine Lowe

Rachel Van Wart, EIT
Technical Services Officer



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



112 Victoria Street, Saint John, New Brunswick
185
PAN# 379628



112 Victoria Street, Saint John, New Brunswick
PAN# 379628



112 Victoria Street, Saint John, New Brunswick
187
PAN# 379628



112 Victoria Street, Saint John, New Brunswick
PAN# 379628



112 Victoria Street, Saint John, New Brunswick
PAN# 379628



112 Victoria Street, Saint John, New Brunswick
PAN# 379628



112 Victoria Street, Saint John, New Brunswick
PAN# 379628



112 Victoria Street, Saint John, New Brunswick
192
PAN# 379628

Photo 8



112 Victoria Street, Saint John, New Brunswick
PAN# 379628



112 Victoria Street, Saint John, New Brunswick
194
PAN# 379628

Photo 10

COUNCIL REPORT

M&C No.	2018-319
Report Date	November 09, 2018
Meeting Date	November 19, 2018
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 194
Guilford Street (PID 362335)***

OPEN OR CLOSED SESSION

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

AUTHORIZATION

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

RECOMMENDATION

Your City Manager recommends that Common Council direct one or more of the Officers appointed and designated by Council for the enforcement of the *Saint John Unsightly Premises and Dangerous Buildings and Structures By-law*, to arrange for the demolition of the building at 194 Guilford Street (PID 362335), in accordance with the applicable City purchasing policies.

EXECUTIVE SUMMARY

The purpose of this report is to advise Council that a Notice to Comply was issued under Part 13 of the *Local Governance Act* for the building at 194 Guilford 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 194 Guilford Street, PID# 362335, have revealed that there is one building on the premise; a three-storey, wood-framed two unit building. Staff first became aware of the property's vacancy in June 2016 and began standard enforcement procedures. An internal inspection was conducted on June 9, 2017 which was followed by the property owner obtaining a building

permit to demolish the rear ell and complete renovations. As work was not completed, an external inspection was conducted on September 12, 2018 with the property owner. Interior conditions have worsened since the internal inspection in 2017. The property is located on the City's West Side in a mid-rise residential zone and is currently listed for sale. The building is a hazard to the safety of the public by reason of being open, by reason of being vacant, by reason of dilapidation and by reason of unsoundness of structural strength.

For the reasons described in the attached Inspection Report, a Notice to Comply was issued on October 4, 2018 and was posted to the building on the same day, as per section 132(3) of the *Local Governance Act* that outlines acceptable methods of service. The Certificate of Registered Ownership lists a company as the owner. The Notice provided the owner with 30 days to remedy the conditions at the property. The owner did not file a formal appeal and did not take remedial action to comply with the requirements of the Notice. A compliance inspection was conducted on November 5, 2018 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 building's vacancy, dilapidation, unsoundness of structural strength and resulting hazard to the safety of the public. A copy of the letter advising of the Common Council Hearing date and affidavit is attached; it was sent to the owner via registered mail on October 18, 2018 and was posted to the building on October 19, 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 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 \$15,000 – \$20,000 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
UNSIGLTY PREMISES
(Local Governance Act, S.N.B., 2017, c.18, s 132(2))

Parcel identifier:

PID #362335

Address: 194 Guilford Street, Saint John,
New Brunswick

Owner(s) or Occupier(s):

Name: New Way Realty Corp.

Address: 127 Seagreen Way, Chestermere,
Alberta, T1X 0E8

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 October 3, 2018 prepared by Rachel Van Wart, EIT, By-law Enforcement Officer, reviewed and concurred in by Amy Poffenroth, P. Eng., By-law Enforcement Officer.

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

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

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

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

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

Numéro d’identification de la parcelle :

NID : 362335

Adresse : 194, rue Guilford, Saint John,
Nouveau-Brunswick

Propriétaire(s) ou occupant(s) :

Nom : New Way Realty Corp.

Adresse : 127, Seagreen Way, Chestermere,
Alberta, T1X 0E8

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

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

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

Description de la (des) situation(s) : Les lieux sont inesthétiques en permettant la présence de ferraille, de débris et le bâtiment délabré. Le bâtiment est devenu dangereuse pour la sécurité du public du fait de son inhabitation ou de son inoccupation et est devenu dangereuse pour la sécurité du public du fait de son délabrement et du fait de manque de solidité. Les conditions du bâtiment et des lieux sont décrites à l’annexe « A », une copie conforme du rapport d’inspection en date du 3 octobre 2018 et préparé par Rachel Van Wart, IS, une agente chargé de l’exécution des arrêtés municipaux, révisé et en d’accorde avec par Amy Poffenroth, ing., une agente chargé de l’exécution des arrêtés municipaux.

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

Date before which the condition must be corrected: ¹

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

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

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

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

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

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

Délai imparti pour y remédier : ¹

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

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

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

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

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

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

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

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

Fait à Saint John le ____ octobre, 2018.

Local government: The City of Saint John

Gouvernement locale : The City of Saint John

Signature of the officer of the local government:

Signature du fonctionnaire du gouvernement local:



Contact information of the officer of the local government:

Coordonnées du fonctionnaire du gouvernement local:

Name: Rachel Van Wart, EIT
Mailing address:

Nom : Rachel Van Wart, IS
Adresse postale:

Growth and Community Development Services

Service de la Croissance et du Développement Communautaire

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

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

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

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

Corporate seal of the local government



Sceau du gouvernement local

Notes:


1. All appropriate permits must be obtained 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"
194 Guilford Street
Saint John, New Brunswick
PID# 362335

Dated at Saint John,
this 4th day of
October 2018,

Standards Officer

Inspection Dates: June 9, 2017 & September 12, 2018
Inspections Conducted by: Catherine Lowe, EIT & Rachel Van Wart, EIT

Introduction

Inspections of the property at 194 Guilford Street, PID# 362335, have revealed that there is one building on the premise (the "Building"); a three-storey, wood-framed two unit building. Staff first became aware of the property's vacancy in June 2016 and began standard enforcement procedures. An internal inspection was conducted on June 9, 2017 and an external inspection conducted on September 12, 2018 with the property owner. The property is located on the City's West Side in a mid-rise residential zone and is currently listed for sale. The Building is a hazard to the safety of the public by reason of being open, by reason of being vacant, by reason of dilapidation and by reason of unsoundness of structural strength.

Discussion

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

Unsightly Premise Conditions

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

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

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

1. There is an accumulation of junk, rubbish, refuse and construction debris on the property. These items include, but are not limited to; large piles of demolition debris with dangerous protruding wood and nails in the front and rear yard of the Building, garbage cans, broken glass, discarded wood, television, and other various loose and bagged garbage. There are also discarded items, including two couches, three mattresses and two children's bicycles, piled on the side walk and leaning against the rusted wrought iron fence at the front of the property. The aforementioned accumulation of junk, rubbish, and refuse is unsightly.
2. The Building is dilapidated. The front porch entryway extension at the front of the Building has been demolished. The area remains unfinished with exposed layers of old siding, porch platform and hanging wires. Vinyl siding is falling off the front of the Building in some locations. There are sections of siding on the front of the Building that appear to be asbestos. The siding should be tested to confirm. Paint is peeling from the shingle siding at the rear of the Building. There are wires hanging from the rear of the Building in a number of locations. Attached to the Building in various locations are pieces of tarp that hang from the Building and blow in the wind. A section of the rear ell is partially demolished; this section of

the Building now has no roof and therefore no protection from the elements. Siding and other debris hang from this section of the rear ell. The chimney has loose and missing bricks. Many windows of the Building have been broken; jagged glass still remains in the window panes. The fascia and soffit are deteriorated on all sides of the Building; some sections are black and rotten. These conditions are unsightly.

Vacant and Unoccupied

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

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

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

1. The Building continues to be found open during routine inspections. Buildings that are in a dilapidated condition and left unsecured from public entry can attract vandalism, arson, or criminal activity. There is currently one point of entry; the door to the entrance of the basement at the rear of the Building. In addition, a section of the rear ell no longer has a roof or ceiling. The City of Saint John Finance department confirmed that the water has been turned off since June 2016. Saint John Energy confirmed that one of the two meters was removed in 2004, while the other meter remains active since September 2017.
2. There is a higher risk of a fire event occurring at the property since it is known to the public that the Building is vacant and because it has been left open and appears to be abandoned. During the internal inspection in June 2017, a significant amount of flammable material was observed in the rear ell portion of the Building including papers, books, and other debris. In addition, there are large piles of demolition debris in the front and rear yard. The property is directly adjacent to a four unit and two-unit apartment building located at 192 Guilford Street and 204 Guilford Street respectively. If a fire event were to occur within the Building, it could potentially spread to the neighbouring apartment buildings which would 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. If firefighters suspect there may be people inside the Building, it would be reasonable to expect they may be required to enter it. The condition of the interior is not known to firefighters which pose a hazard to their safety and others who may be inside in the event of a fire. There is an accumulation of household items as well as other junk and debris scattered throughout the Building. The two front rooms on the first storey are in a state of demolition, with protruding nails and debris scattered around the rooms. In addition, there is significant water damage throughout the Building, in ceilings and floors, which could cause building components to fail and cause injury. The rear ell is structurally unsound. The power remains active at this Building which can cause hazards for firefighting. These conditions would be dangerous and restrict movement of any person attempting to gain entry into the Building during a high stress 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 Building is a hazard to the safety of the public by reason of dilapidation for the following reasons:

Exterior Conditions:

1. The Building is dilapidated. Sections of vinyl siding at the front of the Building are loose or missing. The shingle siding on the rear of the Building is deteriorated. The soffit and fascia of the Building are rotten and deteriorated on all sides. Fallen objects from the Building could hit a pedestrian and cause injury. A number of the Building's windows are broken. There are shards of glass around the perimeter of the Building and some left in the window panes. This is hazardous to anyone on the property. There is also two large heaps of demolition debris; one at the front of the property and another at the rear of the property. The heaps include pieces of siding, small and large wooden boards that contain nails, sections of drywall and other hazardous materials. Any person on the property could be pierced by a nail or trip on the debris.
2. The front entry to the Building has been partially demolished. The area of the façade where the entry way attached to the Building has been left unfinished. Framing, insulation, and old siding are now exposed and hanging from the Building in some sections. The siding that has now been exposed appears to be made of asbestos material. Asbestos can have serious adverse effects to the respiratory system, if disturbed. This material should be tested before further work is done on the Building or before the demolition of the Building to ensure proper procedures for dealing with hazardous materials are adhered to.
3. The second storey of the rear ell of the Building has been partially demolished. There is no longer a ceiling or roof and a section of wall is also missing. This condition is exposing the Building to weathering. Building materials that are continually subjected to the elements can rot and deteriorate, further adding to the dilapidation of the Building.
4. Animals are accessing the Building due to dilapidated conditions. A cat was visible on the second floor of the Building during the September 2018 inspection. Animals can cause significant damage to building materials and cause further dilapidation.
5. There is a brick chimney which protrudes from the second storey of the Building. Some bricks of the chimney are missing while others appear loose. If bricks were to fall from the chimney they could cause injury to anyone entering the property and they could also cause damage to the neighbouring property, as the chimney is located on the left side of the Building.

Interior Conditions:

1. The June 2017 internal inspection revealed several dilapidated conditions. Most ceiling surfaces on the first and second storey of the entire Building have holes, are water damaged, and have mold growth. Sections of ceiling plaster are hanging from the ceiling or have fallen completely and now rest on the floor. The fallen materials from the ceiling are saturated and moldy. There are many broken windows and a section of roof is missing from the rear ell, which is allowing the elements to infiltrate the Building. Materials that are exposed to moisture for extended periods of time can rot and deteriorate rapidly.
2. There is a significant amount of black mold throughout the Building, most severely on the second storey. It is present on ceiling, floors, and covers some walls entirely. Mold can cause respiratory and skin irritation, posing a hazard to any person entering the Building.

3. The two front rooms of the first storey are in a state of demolition. This can be seen through the glass of the front door. Materials such as wooden boards with protruding nails, drywall, and other building materials are scattered all around the rooms. Any person entering this area of the Building could trip on debris or step on a nail. Drywall has been removed in many sections, exposing deteriorated lath and insulations. Some of the piled material appears moldy and water damaged as well.
4. The door leading to the basement at the rear of the Building continues to be found open. The basement contains structural columns and other key structural components of the Building. Weathering or vandalism to these building components could cause the Building to become further dilapidated. There is a finished section in the basement towards the front of the Building. The paint and wall paper of this area is peeling. There is also mold present on wall and ceiling surfaces.

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 Building is a hazard to the safety of the public by reason of unsoundness of structural strength for the following reasons:

1. The rear ell of the Building is structurally unsound. Half of the second storey ell has been demolished, leaving the ceiling of the first storey exposed and the half of the second storey ell open to the elements. This section of the Building, previous to the demolition, had suffered extensive water damage. The Building is dangerous due to the water damage sustained prior to the demolition in October 2017, which is now amplified by the current open conditions.
2. The Building's concrete foundation is deteriorated. There is a large crack in the foundation, exposing a rusted pipe at the front, left of the Building. A section of concrete foundation at the left front corner is leaning away from the Building. There is a large vertical crack towards the middle left side of the Building. The foundation wall on the rear section of the rear ell is approximately 4 feet high. There is a large hole at the base of the wall with a vertical crack spanning from the hole to the top of the wall. Parging on the right side of the Building's foundation has crumbled, revealing the foundation wall. This section of foundation is crumbling and is cracked horizontally. This condition has caused a gap between the Building and the foundation wall through which you can see beneath the Building. The condition of the foundation indicates structural instability.
3. The ceilings on all floors of the Building have been subject to water infiltration and are now damaged. Most rooms have holes in the ceiling with water damaged material hanging or fallen from the ceiling. Remaining ceiling plaster is bowed and saturated in many locations on the second storey and appears as though it may collapse at any moment. Where plaster is missing from the ceiling, beams appear rotten and unsound.
4. The brick chimney located near the left side of the Building, in addition to being dilapidated is also unsound. Bricks of the chimney are missing while others appear loose. The bricks could cause injury and damage to the neighbouring property should they collapse.

Required Remedial Actions

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

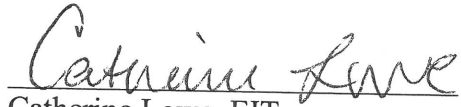
Option 1: Remedy the conditions of the Building through all repair and remedial actions as follows:

1. The Building 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 Building 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 Building 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 Building and cleanup of all debris on the premise by complying with all the remedial actions as follows:

1. The Building 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

October 2, 2018

Date



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

October 2, 2018

Date

Reviewed by and concurred in by:



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

October 3, 2018

Date

CANADA
PROVINCE OF NEW BRUNSWICK
COUNTY OF SAINT JOHN

IN THE MATTER OF THE BUILDING THAT IS LOCATED AT

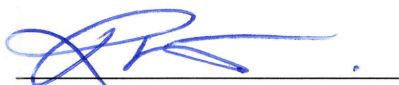
194 Guilford Street, SAINT JOHN, N.B. (PID number 362335)

AFFIDAVIT OF SERVICE

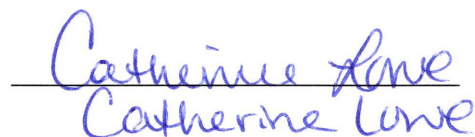
I, Catherine Lowe, of Saint John, N.B., Make Oath And Say As Follows:

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 October 4, 2018, at approximately 3:30pm, 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 194 Guilford Street, Saint John, N.B.

Sworn To before me at the
City of Saint John, N.B.,
on the 4th day of
October, 2018



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


Catherine Lowe

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

Parcel identifier:

PID #362335

Address: 194 Guilford Street, Saint John,
New Brunswick

Owner(s) or Occupier(s):

Name: New Way Realty Corp.

Address: 127 Seagreen Way, Chestermere,
Alberta, T1X 0E8

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 October 3, 2018 prepared by Rachel Van Wart, EIT, By-law Enforcement Officer, reviewed and concurred in by Amy Poffenroth, P. Eng., By-law Enforcement Officer.

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

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

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

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

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

Numéro d'identification de la parcelle :

NID : 362335

Adresse : 194, rue Guilford, Saint John,
Nouveau-Brunswick

Propriétaire(s) ou occupant(s) :

Nom : New Way Realty Corp.

Adresse : 127, Seagreen Way, Chestermere,
Alberta, T1X 0E8

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 3 octobre 2018 et préparé par Rachel Van Wart, IS, une agente chargée 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 remédie pas le bâtiment et les lieux dans le temps prescrit par le présent avis de conformité, le bâtiment pourront être démolis comme mesure corrective compte tenu qu'il représente un danger pour la sécurité du public et les lieux pourront être nettoyés.

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

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

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

Date before which the condition must be corrected:¹

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

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

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

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

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

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

Délai imparti pour y remédier :¹

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

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

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

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

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

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

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

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


Fait à Saint John le ____ octobre, 2018.

Local government: The City of Saint John

Gouvernement locale : The City of Saint John

Signature of the officer of the local government:

Signature du fonctionnaire du gouvernement local:



Contact information of the officer of the local government:

Coordonnées du fonctionnaire du gouvernement local:

Name: Rachel Van Wart, EIT
Mailing address:

Growth and Community Development Services

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

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

Nom : Rachel Van Wart, IS
Adresse postale:

Service de la Croissance et du Développement
Communautaire

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

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

Corporate seal of the local government




Sceau du gouvernement local

- Notes:**
1. All appropriate permits must be obtained 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"
194 Guilford Street
Saint John, New Brunswick
PID# 362335

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

Standards Officer

Inspection Dates: June 9, 2017 & September 12, 2018
Inspections Conducted by: Catherine Lowe, EIT & Rachel Van Wart, EIT

Introduction

Inspections of the property at 194 Guilford Street, PID# 362335, have revealed that there is one building on the premise (the "Building"); a three-storey, wood-framed two unit building. Staff first became aware of the property's vacancy in June 2016 and began standard enforcement procedures. An internal inspection was conducted on June 9, 2017 and an external inspection conducted on September 12, 2018 with the property owner. The property is located on the City's West Side in a mid-rise residential zone and is currently listed for sale. The Building is a hazard to the safety of the public by reason of being open, by reason of being vacant, by reason of dilapidation and by reason of unsoundness of structural strength.

Discussion

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

Unsightly Premise Conditions

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

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

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

1. There is an accumulation of junk, rubbish, refuse and construction debris on the property. These items include, but are not limited to; large piles of demolition debris with dangerous protruding wood and nails in the front and rear yard of the Building, garbage cans, broken glass, discarded wood, television, and other various loose and bagged garbage. There are also discarded items, including two couches, three mattresses and two children's bicycles, piled on the side walk and leaning against the rusted wrought iron fence at the front of the property. The aforementioned accumulation of junk, rubbish, and refuse is unsightly.
2. The Building is dilapidated. The front porch entryway extension at the front of the Building has been demolished. The area remains unfinished with exposed layers of old siding, porch platform and hanging wires. Vinyl siding is falling off the front of the Building in some locations. There are sections of siding on the front of the Building that appear to be asbestos. The siding should be tested to confirm. Paint is peeling from the shingle siding at the rear of the Building. There are wires hanging from the rear of the Building in a number of locations. Attached to the Building in various locations are pieces of tarp that hang from the Building and blow in the wind. A section of the rear ell is partially demolished; this section of

the Building now has no roof and therefore no protection from the elements. Siding and other debris hang from this section of the rear ell. The chimney has loose and missing bricks. Many windows of the Building have been broken; jagged glass still remains in the window panes. The fascia and soffit are deteriorated on all sides of the Building; some sections are black and rotten. These conditions are unsightly.

Vacant and Unoccupied

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

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

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

1. The Building continues to be found open during routine inspections. Buildings that are in a dilapidated condition and left unsecured from public entry can attract vandalism, arson, or criminal activity. There is currently one point of entry; the door to the entrance of the basement at the rear of the Building. In addition, a section of the rear ell no longer has a roof or ceiling. The City of Saint John Finance department confirmed that the water has been turned off since June 2016. Saint John Energy confirmed that one of the two meters was removed in 2004, while the other meter remains active since September 2017.
2. There is a higher risk of a fire event occurring at the property since it is known to the public that the Building is vacant and because it has been left open and appears to be abandoned. During the internal inspection in June 2017, a significant amount of flammable material was observed in the rear ell portion of the Building including papers, books, and other debris. In addition, there are large piles of demolition debris in the front and rear yard. The property is directly adjacent to a four unit and two-unit apartment building located at 192 Guilford Street and 204 Guilford Street respectively. If a fire event were to occur within the Building, it could potentially spread to the neighbouring apartment buildings which would 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. If firefighters suspect there may be people inside the Building, it would be reasonable to expect they may be required to enter it. The condition of the interior is not known to firefighters which pose a hazard to their safety and others who may be inside in the event of a fire. There is an accumulation of household items as well as other junk and debris scattered throughout the Building. The two front rooms on the first storey are in a state of demolition, with protruding nails and debris scattered around the rooms. In addition, there is significant water damage throughout the Building, in ceilings and floors, which could cause building components to fail and cause injury. The rear ell is structurally unsound. The power remains active at this Building which can cause hazards for firefighting. These conditions would be dangerous and restrict movement of any person attempting to gain entry into the Building during a high stress 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 Building is a hazard to the safety of the public by reason of dilapidation for the following reasons:

Exterior Conditions:

1. The Building is dilapidated. Sections of vinyl siding at the front of the Building are loose or missing. The shingle siding on the rear of the Building is deteriorated. The soffit and fascia of the Building are rotten and deteriorated on all sides. Fallen objects from the Building could hit a pedestrian and cause injury. A number of the Building's windows are broken. There are shards of glass around the perimeter of the Building and some left in the window panes. This is hazardous to anyone on the property. There is also two large heaps of demolition debris; one at the front of the property and another at the rear of the property. The heaps include pieces of siding, small and large wooden boards that contain nails, sections of drywall and other hazardous materials. Any person on the property could be pierced by a nail or trip on the debris.
2. The front entry to the Building has been partially demolished. The area of the façade where the entry way attached to the Building has been left unfinished. Framing, insulation, and old siding are now exposed and hanging from the Building in some sections. The siding that has now been exposed appears to be made of asbestos material. Asbestos can have serious adverse effects to the respiratory system, if disturbed. This material should be tested before further work is done on the Building or before the demolition of the Building to ensure proper procedures for dealing with hazardous materials are adhered to.
3. The second storey of the rear ell of the Building has been partially demolished. There is no longer a ceiling or roof and a section of wall is also missing. This condition is exposing the Building to weathering. Building materials that are continually subjected to the elements can rot and deteriorate, further adding to the dilapidation of the Building.
4. Animals are accessing the Building due to dilapidated conditions. A cat was visible on the second floor of the Building during the September 2018 inspection. Animals can cause significant damage to building materials and cause further dilapidation.
5. There is a brick chimney which protrudes from the second storey of the Building. Some bricks of the chimney are missing while others appear loose. If bricks were to fall from the chimney they could cause injury to anyone entering the property and they could also cause damage to the neighbouring property, as the chimney is located on the left side of the Building.

Interior Conditions:

1. The June 2017 internal inspection revealed several dilapidated conditions. Most ceiling surfaces on the first and second storey of the entire Building have holes, are water damaged, and have mold growth. Sections of ceiling plaster are hanging from the ceiling or have fallen completely and now rest on the floor. The fallen materials from the ceiling are saturated and moldy. There are many broken windows and a section of roof is missing from the rear ell, which is allowing the elements to infiltrate the Building. Materials that are exposed to moisture for extended periods of time can rot and deteriorate rapidly.
2. There is a significant amount of black mold throughout the Building, most severely on the second storey. It is present on ceiling, floors, and covers some walls entirely. Mold can cause respiratory and skin irritation, posing a hazard to any person entering the Building.

3. The two front rooms of the first storey are in a state of demolition. This can be seen through the glass of the front door. Materials such as wooden boards with protruding nails, drywall, and other building materials are scattered all around the rooms. Any person entering this are of the Building could trip on debris or step on a nail. Drywall has been removed in many sections, exposing deteriorated lath and insulations. Some of the piled material appears moldy and water damaged as well.
4. The door leading to the basement at the rear of the Building continues to be found open. The basement contains structural columns and other key structural components of the Building. Weathering or vandalism to these building components could cause the Building to become further dilapidated. There is a finished section in the basement towards the front of the Building. The paint and wall paper of this area is peeling. There is also mold present on wall and ceiling surfaces.

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 Building is a hazard to the safety of the public by reason unsoundness of structural strength for the following reasons:

1. The rear ell of the Building is structurally unsound. Half of the second storey ell has been demolished, leaving the ceiling of the first storey exposed and the half of the second storey ell open to the elements. This section of the Building, previous to the demolition, had suffered extensive water damage. The Building is dangerous due to the water damage sustained prior to the demolition in October 2017, which is now amplified by the current open conditions.
2. The Building's concrete foundation is deteriorated. There is a large crack in the foundation, exposing a rusted pipe at the front, left of the Building. A section of concrete foundation at the left front corner is leaning away from the Building. There is a large vertical crack towards the middle left side of the Building. The foundation wall on the rear section of the rear ell is approximately 4 feet high. There is a large hole at the base of the wall with a vertical crack spanning from the hole to the top of the wall. Parging on the right side of the Building's foundation has crumbled, revealing the foundation wall. This section of foundation is crumbling and is cracked horizontally. This condition has caused a gap between the Building and the foundation wall through which you can see beneath the Building. The condition of the foundation indicates structural instability.
3. The ceilings on all floors of the Building have been subject to water infiltration and are now damaged. Most rooms have holes in the ceiling with water damaged material hanging or fallen from the ceiling. Remaining ceiling plaster is bowed and saturated in many locations on the second storey and appears as though it may collapse at any moment. Where plaster is missing from the ceiling, beams appear rotten and unsound.
4. The brick chimney located near the left side of the Building, in addition to being dilapidated is also unsound. Bricks of the chimney are missing while others appear loose. The bricks could cause injury and damage to the neighbouring property should they collapse.

Required Remedial Actions

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

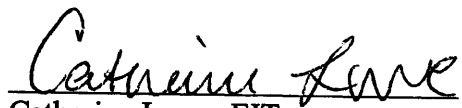
Option 1: Remedy the conditions of the Building through all repair and remedial actions as follows:

1. The Building 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 Building 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 Building 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 Building and cleanup of all debris on the premise by complying with all the remedial actions as follows:

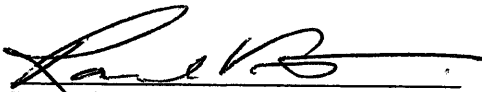
1. The Building must be demolished to remove the hazard to the safety of the public by reason of dilapidation and by reason of being vacant or unoccupied.
2. A demolition permit must be obtained from the City of Saint John in order to comply with the *Saint John Building By-law*.
3. The premise must 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

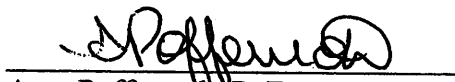
October 2, 2018
Date



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

October 2, 2018
Date

Reviewed by and concurred in by:



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

October 3, 2018
Date

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

**AVIS D'APPEL
FORMULE 1**
(Loi sur les municipalités, L.R.N.-B. de 1973,
ch. M-22, par. 190.021(1))

File No.: _____ This is Exhibit "B"
Referred to in the Affidavit of
Catherine Lowe N° du dossier : _____

BETWEEN : Sworn before me at the City of
Saint John, New Brunswick
the 4th day of October 2018 ENTRE :

[Signature]
Commissioner of Oaths

Appellant(s),

Appelant(s),

- and -

- et -

THE CITY OF SAINT JOHN,

THE CITY OF SAINT JOHN,

Respondent.

Intimée.

Parcel Identifier : PID #

Numéro d'identification de la parcelle : # NID

Parcel Address: _____

Adresse de la parcelle : _____

Owner(s) or Occupier(s):

Propriétaire(s) ou occupant(s) :

Name: _____

Nom : _____

Address: _____

Adresse : _____

Telephone: _____

Téléphone: _____

Name: _____

Nom : _____

Address: _____

Adresse : _____

Telephone: _____

Téléphone: _____

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

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

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

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

Dated at _____ the _____ day of _____, 2018.

Fait à _____ le _____ 2018.

Signature of owner or occupier

Signature du propriétaire ou l'occupant

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

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

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

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

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

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

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

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

Notes:

Notes :

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

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

CANADA
PROVINCE OF NEW BRUNSWICK
COUNTY OF SAINT JOHN

IN THE MATTER OF THE BUILDING THAT IS LOCATED AT


194 Guilford Street, SAINT JOHN, N.B. (PID number 362335)


AFFIDAVIT OF SERVICE

I, Catherine Lane, 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 October 19, 2018, at approximately 2:30pm, I posted a copy of the attached Notice of Common Council Hearing Letter, marked Exhibit "A" to the front door of the building that is located at 194 Guilford Street, Saint John, N.B.

Sworn To before me at the
City of Saint John, N.B.,
on the 25 day of
October, 2018


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


Catherine Lane



The City of Saint John

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

Phone / Tél: (506) 658-2911

Fax / Téléc: (506) 632-6199

October 18, 2018

Case Number: 16-0566

VIA REGISTERED MAIL

New Way Realty Corp
127 Seagreen Way
Chestermere, AB
T1X 0E8

This is Exhibit "A"
Referred to in the Affidavit of
Catherine Lowe
Sworn before me at the City of
Saint John, New Brunswick
the 25 day of October 2018
[Signature]
Commissioner of Oaths

NOTICE OF COMMON COUNCIL HEARING

Dear Sir/Madam:

Re: Property located at 194 Guilford St, PID # 00362335
Dangerous and Vacant Building Program

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

The fourteen (14) day appeal period has now expired. Therefore, a compliance inspection will be conducted on November 5, 2018. 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 November 19, 2018 at 6:00 p.m. to recommend that the building be demolished. Please be advised that at this meeting, you will have the opportunity to present evidence to the contrary.

If you have any questions, please do not hesitate to contact me at (506) 658-2911.

Regards,

p.p. Catherine Lowe

Rachel Van Wart, EIT
Technical Services Officer



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



194 Guilford Street, Saint John, New Brunswick
222
PAN# 362335



194 Guilford Street, Saint John, New Brunswick
223
PAN# 362335



194 Guilford Street, Saint John, New Brunswick
224
PAN# 362335



194 Guilford Street, Saint John, New Brunswick
225
PAN# 362335



194 Guilford Street, Saint John, New Brunswick
226
PAN# 362335



194 Guilford Street, Saint John, New Brunswick
227
PAN# 362335

Photo 6



194 Guilford Street, Saint John, New Brunswick
228
PAN# 362335



194 Guilford Street, Saint John, New Brunswick
229
PAN# 362335



194 Guilford Street, Saint John, New Brunswick
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PAN# 362335

Photo 9



194 Guilford Street, Saint John, New Brunswick
PAN# 362335

COUNCIL REPORT

M&C No.	2018-313
Report Date	November 08, 2018
Meeting Date	November 19, 2018
Service Area	Corporate Services

His Worship Mayor Don Darling and Members of Common Council

SUBJECT: Review of Municipal Exceptional Citizen Recognition Awards

OPEN OR CLOSED SESSION

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

AUTHORIZATION

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

RECOMMENDATION

It is recommended that the Common Council:

- a) Receive this report for information.
- b) Direct the Common Clerk to prepare a Freedom of the City Policy to enable the award be granted to exceptional individuals and groups, including military and cadet units.
- c) Strike an Award Committee consisting of two council members and one designated staff to prepare an award program for citizen recognition.

EXECUTIVE SUMMARY

HISTORICAL FREEMAN OF THE CITY OF SAINT JOHN

Royal Charters were a means to provide for Colonial Government. The City of Saint John Royal Charter, dating back to 1785 provided for Freeman of the City. This distinction was an essential requirement for all who wished to carry on business and trade in the City. The Charter provisions to grant Freemen of the City were abolished by an act of the legislature in 1870.

The 1901 Act to amend the Charter transformed the medieval practice of granting freemen privileges and allowed the City to confer Freedom of the City upon any person for the purpose of Honorable Distinction by unanimous vote.

MODERN FREEDOM OF THE CITY OF SAINT JOHN

From 1901 to date the City has awarded the Freedom of the City to 179 people, including: Charles I. Gorman, World Speedskating Champion (1926); Kenneth Colin Irving, Industrialist (1984); H.M.C.S Brunswicker, Naval Reserve Unit (1985). Today this is an entirely ceremonial award given by the City to acknowledge

those who have served in some exceptional capacity, or upon any whom the City wishes to bestow an honor.

OTHER MUNICIPAL AWARDS

Other municipalities recognize community members by various awards, such as the Order of Moncton, the Mount Pearl Citizen of the Year, and the City of Vancouver Freedom of the City. A review of other municipal exceptional citizen recognition programs is included in Appendix "A".

SELECTING SUITABLE AWARDS

To enable proper consideration to an Awards Program suitable to the needs of Council, it is suggested the work be referred to a committee consisting of two members of council and designated staff.

FREEDOM OF THE CITY POLICY

To enable proper consideration of Freedom of the City, it is suggested that the Clerk's Office be directed to draft a Freedom of the City Policy. The policy should include provisions for awarding the Freedom of the City to military units and exceptional individuals.

PREVIOUS RESOLUTION

October 22, 2018 RESOLVED that the matter Freedom of the City Award / Citizen of the Year Award be referred to the Common Clerk for research and a report on the context of the Freedom of the City and other alternate awards such as citizen of the year award.

REPORT

HISTORY AND ORIGINS

Freeman Privileges under the Royal Charter of the City of Saint John

In Saint John the tradition of granting "Freeman of the City" was conceded by Royal Charter. The tradition of Freemen goes back many centuries (The City of London 1237), when the citizens of towns and cities would be granted valuable rights to trade, and other privileges conceded by royal charters. The medieval term "freeman" meant someone who was not the property of a feudal lord but enjoyed privileges such as the right to earn money and own land. Town dwellers that were protected by the charter of their town or city were often free.

A Charter amendment enacted in 1870 abolished the making of Free Citizens of the City of Saint John.

An amendment in 1901 allowed the City to transition from the freemen ceremony that extended rights to trade and other privileges to the modern ceremony that authorizes the Common Council of the City of Saint John to confer

the Freedom of the said City upon any person or persons for the purpose of Honourable Distinction.

From 1843 to 1901 seven amendments to the Royal Charter's Freeman of the City provisions were enacted by legislature:

- An Act for the amendment of the Charter of the City of Saint John, (1843) v Vict., c. 35
- An Act to establish a Register of Freemen of the City of Saint John in lieu of the Register lately destroyed by fire, (1843) 6 Vict., c. 37
- An Act in further amendment of the Charter of the City of Saint John, (1849) 12 Vict., c. 68
- An Act relating to non-resident Freemen of the City of Saint John, (1856) 19 Vict., c. 53
- An Act in further amendment of the Charter of the City of Saint John, (1870) 33 Vict., c. 4
- An Act to explain and amend the Law relating to the granting of Business Licenses in the City of Saint John, (1881) 44 Vict., c. 47
- An Act to Authorize the Common Council of the City of Saint John to confer the Freedom of the said City upon any person or persons in certain cases, (1901) 1 Edw. 7, c. 44

The City has in its possession the **Register of Freemen**. In it is recorded the list of every person who received Freeman of the City from 1785 until the granting of Freemen was abolished in 1881. It also lists the recipients who received the Freedom of the City from 1901 to date.

Freedom of the City for Individuals

The Freedom of the City has been awarded to numerous individuals since 1901. Some notable recipients are: Charles I. Gorman (1926) World Speedskating Champion; The Rt. Hon. William Maxwell Aitken (1928) Lord Beaverbrook Foundation / Philanthropist; The Rt. Hon. Richard Bedford Bennett, Prime Minister (1933); Louis Burt Mayer (1939) Film Magnate; Fred Ross (1999) Visual Artist; J.K., Jack and Arthur Irving (2012) Business Leaders.

Traditionally, a ceremony has been held for the Freedom of the City recipient and a formal dinner/banquet has been arranged. The Mayor and Council attend the event and a number of guests are invited to honour the recipient.

The City does not have a Policy to establish the process for awarding the Freedom of the City. The enabling statute only states that the Freedom of the City may be bestowed upon any person or persons for the purpose of Honourable Distinction, by unanimous vote of Council. It is suggested that for consistency and transparency the City consider a Freedom of the City policy. The policy would address:

- Conditions for Award of Freedom of the City
- Nomination Process
- Forms of Recognition.

A sample Freedom of the City Policy from the City of Vancouver is attached as a precedent. (Appendix “B”)

Freedom of the City for Military Units

The Freedom of the City, in military terms, is an honour conferred by a city council upon a military unit, which grants that unit the privilege of marching into the city "with drums beating, colours flying, and bayonets fixed". The ceremony represents a military tradition that began in England during the 15th century and is still an important part of the traditions of the Canadian Army today. During the War of Roses in England, cities were constantly endangered by invading military units from one side or the other. Before a city would admit a military unit inside its walls, the Chief Constable would demand to know the reason the soldiers wished to enter the city, then escort their commander to the chambers of the city council. If the city leaders felt the unit could be trusted, it was granted the privilege known as “The Freedom of the City”.

The Mayor plays an important ceremonial role in this event by giving greetings to the military units, inspecting the units and presenting the Freedom of the City certificates.

Freedom of the City for Cadet Units

It is important to note that the cadet units are not considered military units. They can be described as civilian organizations supported and funded by a national civilian organization. In 2017 The City granted Freedom of the City to nine Greater Saint John area cadet units.

Other Municipal Awards

There are many ways to honour community champions and persons of honorable distinction through an awards program. It is suggested that should Council want to investigate a Council Awards Program, a committee should be struck to discuss the matter and present their finding to Council. It is recommended that the Awards Committee be comprised on two council members and one staff resource.

A review of other municipal exceptional citizen recognition programs is included in Appendix “A”.

STRATEGIC ALIGNMENT

Vibrant City – Invest in Cultural experiences that Create a Sense of Pride

SERVICE AND FINANCIAL OUTCOMES

N/A

INPUT FROM OTHER SERVICE AREAS AND STAKEHOLDERS

N/A

ATTACHMENTS

NONE

APPENDIX A: Review of Other Municipal Exceptional Citizen Recognition Programs.

Municipality	Exceptional Citizen Award Name	Criteria	Honours Presented to Award Recipient	Schedule of Recognition
Calgary	Grant MacEwan Lifetime Achievement Citizen of the Year	<i>Grant MacEwan Lifetime Achievement</i> – awarded to individuals who have made significant contributions to the community for the past 25 years. <i>Citizen of the Year</i> – a Calgarian who has made a recent extraordinary contribution to improve Calgary’s quality of life.	Award recipients are honoured with a custom, bronze trophy in the shape of City Hall at a live, televised event held at a municipal complex. A reception at City Hall for award recipients and their guests follows the live awards event.	Awarded annually.
Coquitlam	Freedom of the City	Conferred on individuals having made outstanding long-term contributions to the City, made a significant improvement in City life and culture and been recognized by their peers and outside of Coquitlam.	Parking pass valid for anywhere in Coquitlam. Right to be registered to vote in election for Mayor and Council. If Canadian, qualified to be nominated, elected and hold office in the City.	Awarded sporadically.
Edmonton	Hall of Fame	Honours 12 individuals & groups for contribution to Arts & Culture, Community Service, or Sports.	A choice of lapel pin / ring / pendant Public recognition at annual ceremonies with pre-event (VIP) and post-event (public) receptions.	Awarded annually.
Montreal	Prix Thérèse-Daviau	Person of the Year award to honour a distinguished Montreal resident in areas of social development, culture, sports, leisure and who has significantly contributed to	Certificate	Awarded every two years.

APPENDIX A: Review of Other Municipal Exceptional Citizen Recognition Programs.

		improving the quality of life for Montrealais.		
Kelowna	Freedom of the City	Reserved for individuals or military units of exceedingly high merit and/or recognizes outstanding community contributions of benefit to Kelowna.	Awarded to a distinguished person or group through a public presentation where recipients receive a lifetime parking pass, a framed certificate and a portrait sitting. (One copy of portrait displayed in City Hall, one copy given to recipient).	Awarded sporadically as commendable recipients are identified.
Ottawa	Key to the City	Presented to various dignitaries and residents of high merit.	Award recipients are presented with a key to the City and a framed scroll at a public presentation.	Awarded sporadically as commendable recipients are identified.
Victoria	Honorary Citizen Award	Celebrates individuals who have made significant contributions to Victoria through service to the community or personal achievements.	Award recipients are presented with a framed certificate at a ceremony. A professional photograph is taken at this time and provided to the recipient at a later date.	Granted every three years.
Moncton	Order of Moncton	Award recognizes individuals who have contributed to the social, cultural and economic well-being of the City. Selection Committee comprised of 3 members of Council and 3 citizens make the final decision. No Council resolution is required.	Recipients receive a medal, a pin and a certificate of honour at a formal induction ceremony held at Moncton City Hall. A public reception follows at City Hall.	Awarded annually
Vancouver	Freedom of the City	Freedom of the City is the highest award given by the City of Vancouver. Members of City Council nominate individuals for the award. According to the Vancouver Charter (Section 205), these nominations must be	Recipients of the award a recognized during a special ceremony at Council, which consists of the reading and presentation of a framed scroll, the Freedom Medal, and a decal that permits free parking at City parking meters. Recipients have their names inscribed in the Book of Freedoms and are	Awarded sporadically as commendable recipients are identified.

APPENDIX A: Review of Other Municipal Exceptional Citizen Recognition Programs.

		approved by unanimous vote of Council.	entitled to be called Freemen of the City of Vancouver.	
Mount Pearl	Citizen of the Year	A committee consisting of Council members and the Kinsmen review the nominations made by the public.	Recipients receive a certificate and the City hosts a banquet.	Awarded Annually
Toronto	Freedom of the City	The award is granted to a military entity that has enjoyed a long and happy relationship with the City. It is one of the most important honours received by a military unit.	The Mayor presents a scroll to the reserve regiment allowing it to march through the city with its band playing, its regimental flags flying, and with bayonets on its weapons. The regiment will march into Nathan Phillips Square and after the ceremony will parade through the streets of Toronto.	Awarded sporadically as commendable military units are recognized.
	Key to the City	The Key to the City is bestowed upon distinguished citizens and residents as well as honoured guests of the City of Toronto. The Mayor has given the key to people who have changed how Toronto feels about itself and those that have contributed positively to the city and the lives of its residents.	The presentation of a ceremonial key and certificate honour outstanding civic contributions of each recipient. Historically, it has been at the discretion of the Mayor to determine who receives the Key to the City.	Awarded sporadically as commendable recipients are recognized.

POLICY TITLE	Freedom of the City
CATEGORY	Council
POLICY NUMBER	COUN-001
POLICY OWNER	City Manager's Office
ACCESS	Public

PURPOSE

The purpose of this policy is to establish the process for awarding of the Freedom of the City by Vancouver City Council, in accordance with Section 205 of the Vancouver Charter.

SCOPE

This policy applies to Mayor and Council of the City of Vancouver.

DEFINITIONS

Freedom of the City The highest award that the City can bestow on an individual or organization to recognize their achievements and contributions to the city of Vancouver

POLICY STATEMENTS

1. Conditions for Award of Freedom of the City

City Council reserves the award of Freedom of the City for individuals and groups of exceedingly high merit who have made outstanding long-term contributions to Vancouver

Recipients have generally gained national and international acclaim in the arts, business, or philanthropy, and have brought recognition to Vancouver through the pursuit of their achievements.

2. Nomination by City Council

2.1. Nominations for award of Freedom of the City should be presented by a member of Council in writing to the City Clerk and should clearly outline the accomplishments and/or the distinguished contribution that the individual or group has made to Vancouver.

2.2. The City Clerk will bring the nomination forward to Council at an in-camera meeting for unanimous approval. Awarding of the Freedom of the City requires unanimous consent of Council.

3. Forms of Recognition

ADMINISTRATIVE POLICY

- 3.1. A recipient of the Freedom of the City shall:
- a. Have their name recorded in the City's Book of Freedoms;
 - b. Receive a certificate from the Mayor during a civic ceremony;
 - c. Receive a customized medal;
 - d. Receive a recreation card good for free admission to Park Board's pools, rinks and fitness centres. The recreation card will be issued for the life of the recipient.

APPROVAL HISTORY

Version 1	City Council	3/14/1978
Version 2	City Council	5/31/1988
Version 3	City Council	1/30/2018

Next review date **11/2/2020**

From: Nicole Vair <N.Vair@saintjohny.ca>

Date: November 5, 2018 at 11:14:12 AM AST

Subject: You're Invited - YMCA Peace Medallion Breakfast - November 21st

Good morning

We would love for you to join us on November 21st to celebrate local peacemakers at our annual Peace Breakfast. This year we are excited to celebrate Shelley Scott, Ruhamma Zaheeb and the Joint Assisted Sponsorship Group from Rivercross Church. All of the recipients were nominated by community members for the award.

Shelley Scott volunteers at programs such as the Coverdale Centre, Bobby's Hospice and the west side Foodbank. She is an inspiration those around her.

Ruhamma Zaheeb, the youth recipient, is a newcomer Youth who made it her top priority to make a difference in her community as soon as she arrived. Ruhamma is a volunteer and a champion of many community programs, and is recognized for her work in advocating for children's rights as well as giving a voice to other refugee women.

The recipients of the group Peace Medal are volunteers of the RiverCross Joint Assisted Sponsorship (JAS) Group. The members of JAS stepped up to support a young, pregnant, widowed mother of five young children arriving in Saint John. They embraced this family and helped them to not only to get settled in their new community, but to work through their troubled past and begin to build a new fulfilling life in Canada.

The Peace Breakfast will be held at the Delta in Uptown Saint John on November 21st. The buffet breakfast will take place between 7:30 – 8:00 am, with the official ceremony happening at 8:00 am. Tickets are \$25 and support YMCA Global Initiatives. You can learn more and purchase tickets online here: [Peace Breakfast Tickets](#)

Please let me know if you have any questions. We hope to see you there!

Nicole



[Click to view this email in a browser](#)

The Canadian Home Builders' Association NB Invites You to Our November 2018 Dinner Meetings



2018 Housing Market Performance and

What We Can Expect for 2019

**Presented by: Kelvin Nodoro,
Senior Analyst, Economics, CMHC**

Attendees at this Dinner Meeting will hear how the residential construction industry performed this year compared to previous years and what we can expect in 2019. How many new starts did the industry have in 2018? How many multi-units were built? How did our region perform compared to other regions? Come and learn all that and more!

Attention Members: *Bring A Potential New Member Night and We Pick Up the Bill.* This is a great session for potential new members to learn about our Association and gain insight into the value of membership. Help us build a stronger voice and gain new members.

REGISTRATION FORM

Choose Which Session(s) You Wish to Attend

☐ Fredericton ☐ Sussex ☐ Saint John

Name(s): _____

Company: _____

Cell: _____

Potential New Member(s) _____

Company: _____

DATES

Fredericton Nov 14

Sussex Nov 21

Saint John Nov 27

TIMES

Fredericton
Meet & Greet 5:30 p.m.
Dinner 6:00 p.m.

Sussex
Meet & Greet 6:30 p.m.
Dinner 7:00 p.m.

Saint John
Meet & Greet 6:00 p.m.
Dinner 6:30 p.m.

LOCATIONS

Fredericton - Kingswood
Lodge
Hanwell Road

Sussex -
JJ's Diner
Roachville Road

Saint John
Riverside Golf & Country Club
Rothsay

PAYMENT METHOD

☐ *Express Pay with Card on File
☐ Cheque at Meeting ☐ Cash At Meeting
☐ Credit Card Below

Credit Card #: _____

Expiry: _____

Name on Card: _____

Authorized Signature: _____

REGISTRATION DEADLINES

Fredericton November 12, 2018 - noon
Sussex November 21, 2018 - noon
Saint John November 23, 2018 - noon

COST

Fredericton \$35
Sussex \$28.75
Saint John \$35
All Inclusive of HST

EXPRESS PAYMENT

If you have not already signed up for our express payment now is the time. Just complete the attached form and send it to our office.



For more details

CALL:

506-459-7219
Extension #204

TO REGISTER:

COMPLETE THE REGISTRATION FORM AND FAX IT TO OUR OFFICE OR REPLY TO THIS EMAIL.

EMAIL: CHBANBmembershipservices@nb.aibn.com (Denise Desjardins) Fax: 506-450-4924

If you no longer wish to receive these emails, please reply to this message with "Unsubscribe" in the subject line or simply click on the following link: [Unsubscribe](#)

Canadian Home Builders' Association New Brunswick
207-403 Regent Street
Fredericton , New Brunswick E3B 3X6
Canada

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NOV
29

LILY LAKE PAVILION
RECEPTION AT 6:00
DINNER AT 7:00



A CELEBRATION OF H.E.R.

HOPE EMPOWERMENT RESILIENCY

IN SUPPORT OF:



HONORARY CHAIR:
SISTER MARY BETH MCCURDY

GUEST SPEAKER:
DR. SARAH GANDER

TICKETS \$100
(\$50 CHARITABLE RECEIPT)

FOR TICKETS OR INFORMATION:
HERFUNDRAISER@GMAIL.COM



CELEBRATING THE
RETIREMENT OF
HESTIA HOUSE
BOARD MEMBER
GREGORY ZED!

SUBMISSION TO COUNCIL FORM

ABOUT PERSON/GROUP PRESENTING

First Name: **Susan** Last Name: **Taylor**

Name of Organization/Group (where applicable): **2019 Canadian Tire National Skating Championships**

Mailing Address: **35 Lynn Avenue**

City or Town: **Saint John** Province: **NB** Postal Code: **E2J2Z6**

Day Time Phone Number: **506 650-5871** Email: **taylorrc@nbnet.nb.ca**

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

ABOUT YOUR SUBMISSION

Topic of Submission: **Community Grant Application Request**

Purpose for Submission (what is the ask of Council): As the LOC Co-chair of this event, we presented information on our event to Council on February 26th, 2018, with no ask for sponsorship at that time as we had been advised to apply for funding through the Community Grant program. However, the timing of our event disqualifies us from the 2018 application process, and the 2019 process is not awarded until after our event concludes (January 13 – 20, 2019), which also disqualifies us as an applicant, hence identifying a problem with the application process. Because of this conflict, we were then advised to write a letter to Council in hopes of finding a solution to our funding application dilemma. We are requesting a sponsorship in the amount of \$10,000.

Executive Summary: Please see attached additional information.

YOUR SIGNATURE

Signature: **Susan Taylor**

Date: **2019-11-15**

2019 Canadian Tire National Skating Championships

January 13 – 20, 2019

Saint John, New Brunswick

A not-for-profit organization, Skate Canada/Patinage Canada is the oldest and largest figure skating organization in the world and is recognized by the Government of Canada and the Canadian Olympic Committee (COC) as the governing body for the sport of figure skating in Canada. Skate Canada/Patinage Canada is dedicated to creating a nation of skaters both recreationally and competitively.

Skate NB / Patinage NB is the governing section in New Brunswick and is comprised of 35 clubs organized into regions. Region 4 encompasses Saint John, Quispamsis and Sussex. The 2019 Canadian Tire National Skating Championships will be hosted by Region 4 from January 13-20, 2019, at Harbour Station and QPlex, respectively. The championships will feature approximately 250 of the country's best skaters in the men, women, pairs, and dance disciplines, competing in three levels: senior, junior, and novice.

This will be the first national championships following Canada's very successful 2018 Olympic Winter Games. It is expected that 2018 World Bronze medalists and Olympians, Kaitlyn Weaver and Andrew Poje, will be competing in Saint John in senior dance. Additionally, Olympians Gabrielle Daleman, Keegan Messing, Piper Gilles and Paul Poirier and the next cohort of Canadian skating talent will be featured.

The pre-eminent national championships will see athletes vie for spots on the Skate Canada National Team and the Canadian teams that will compete at the 2019 ISU World Figure Skating Championships, 2019 ISU Four Continents Figure Skating Championships and 2019 ISU World Junior Figure Skating Championships.

In addition to team selection, the 2019 Canadian Tire National Skating Championships contribute to figure skating development across the country and in particular in New Brunswick, providing inspiration to aspiring skaters to embrace the joy of skating. Hosting the national championships will help the long term success and sustainability of local clubs in New Brunswick. The 2019 Canadian Tire National Skating Championships are also about community development and pride. In fact, the 2019 Canadian Tire National Skating Championships include economic, social and cultural benefits that impact the host region and province as well as the participants, volunteers and spectators who experience the Championships.

Skating at any level is a part of our Canadian culture, and knowing how to skate well improves the enjoyment provided by this popular sport, whether it involves skating just for the pure joy of gliding across the ice, or playing hockey, or figure skating. Physical fitness is in the forefront of everyone's mind in this society, and knowing how to skate provides a great avenue to promote wellness for all of life, no matter the age.

The 2019 CTNSC is expected to attract visitors from all over the country. The Hilton Saint John and Delta Hotels by Marriott Saint John are fully booked, as official hotels from January 12 to 20, 2019. Approximately 2,700 hotel rooms will be required, excluding rooms required for out of town spectators. The QPlex is booked fully from January 12 to 19, 2019 and Harbour Station is

booked exclusively from January 12 to 20, 2019. Transportation (buses from Optimum Ride of Sussex) will run every 30 minutes from the QPlex to Harbour Station / Delta from January 13 to January 19, 2019. We hope engagement with retail outlets in Saint John and Quispamsis, including store fronts with skating themes and promotions, will create a dynamic atmosphere that leads to economic spending and growth. Watch the area come alive in January!

Additionally, the live streaming and live CTV/TSN televised broadcasting allows Saint John and Quispamsis to be highlighted as a tourism destination. Practices will livestream from the Qplex from January 13 to 19, 2019. Exposure could be widened with television commercials, rink boards and advertising in house at the event.

Hosting the 2019 Canadian Tire National Skating Championships provides the opportunity to welcome and showcase our city to a number of high level government officials from the local to federal levels, prestigious members of the figure skating world and Canadians across the country.

The host committee is confident that the 2019 Canadian Tire National Skating Championships will create a positive and significant economic spinoff. The STEAM (Sport Tourism Economic Assessment Model) analysis conducted for the 2018 Canadian Tire National Skating Championships in Vancouver, estimated the economic spinoff of 6 million dollars. The economic spin-off in Greater Saint John is expected to be at least 2.5 million dollars (see attached STEAM).

It is a struggle for smaller venues to attract sporting events. Smaller towns and cities cannot compete with larger cities that attract bigger audiences due to large populations. Further there are increased costs with smaller cities, particularly, travel costs.

As such, we are reliant on sponsorship in order to ensure that the 2019 Canadian Tire National Skating Championships is profitable, thereby, encouraging further events to be awarded to the area.

The Office of the Common Clerk
PO Box 1971
Saint John, NB
E2L 4L1

Attention: Council and Grants Committee

The Junior Achievement Annual Futures Unlimited Gala will be taking place at the Saint John Trade & Convention Centre on March 19th, 2019. The Gala is held each year to celebrate the accomplishments and successes of students that participated in Junior Achievement's Company Program. Our Keynote Speaker this year will be Keith Brideau, President & CEO of Historica, an award winning developer recognized by the City of Saint John. Over the past few years the City of Saint John has sponsored the "Saint John Distinguished Achiever" award and we are hopeful that the City of Saint John is able to do so again at the 2019 Gala. The award sponsorship is \$300.00 and includes 1 complimentary ticket to the Gala. A charitable receipt will be given for the full amount. I would also like to extend an invitation to Mayor Darling to join us that evening, bring greetings from the City and present the award to the deserving Achiever.

Thank you so much for taking the time to review and consider my request and if you have any questions please feel free to contact me at 506.457.7420 or via email at amanda@janewbrunswick.ca.

Sincerely,



Amanda Carey

Regional Manager | 506. 457. 7420 | amanda@janewbrunswick.ca



We're on a mission to inspire and prepare youth to succeed in a global economy.

JA New Brunswick | www.janewbrunswick.ca | @JA_NB
PO Box 631, Station A | Fredericton, NB | E3B 5A6