



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

Tuesday, May 21, 2019

6:00 pm

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

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

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1. Call to Order	
1.1 Duke of Edinburgh Award	5 - 5
1.2 Oath of Office - Councillor Elect Hickey	
2. Approval of Minutes	
2.1 Minutes of May 6, 2019	6 - 13
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3. Approval of Agenda	
4. Disclosures of Conflict of Interest	
5. Consent Agenda	
5.1 Saint John County Condominium Corporation re: Locomotive Horns at Douglas Avenue Crossing - Request to Present (Recommendation: Refer to the Clerk to Schedule)	18 - 22
5.2 Update on the University of New Brunswick - Request to Present (Recommendation: Refer to the Clerk to Schedule)	23 - 23
5.3 Street Event Application - World Cannabis Congress (Recommendation: Approve Exemption for the Consumption of Alcohol in Public Place)	24 - 30
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(Recommendation in Report)

5.5	Terms of the Spring 2019 Debenture Issue (Recommendation: Receive for Information)	33 - 35
5.6	Cleanup of Unsightly Properties at 1325 Bayside Drive and 42 Parkhill Drive (Recommendation in Report)	36 - 70
5.7	Saint John Parking Commission - Appointment of Peter Barriault Canadian Corps of Commissionaires as a By-Law Enforcement Officer (Recommendation in Report)	71 - 71
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5.9	Summer Arena Bulk Rental License Amendment (Recommendation in Report)	75 - 80
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10.	Consideration of By-laws	
11.	Submissions by Council Members	
12.	Business Matters - Municipal Officers	
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12.2	Letter to the Provincial Government (Department of Environment and Local Government) regarding the Renewal of AIM Recycling's Operating Licence	153 - 159
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16.	Supplemental Agenda	
17.	Committee of the Whole	
18.	Adjournment	



**City of Saint John
Common Council Meeting
Tuesday, May 21, 2019**

Committee of the Whole

1. Call to Order

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

Each of the following items, either in whole or in part, is able to be discussed in private pursuant to the provisions of subsection 68(1) of the Local Governance 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 Financial Matter 68(1)(c,g)
- 1.3 Financial Matter 68(1)(c)
- 1.4 Security Matter 68(1)(h)
- 1.5 Financial Matter 68(1)(c)
- 1.6 Legal Matter 68(1)(f)
- 1.7 Financial Matter 68(1)(c)
- 1.8 Financial Matter 68(1)(c)
- 1.9 Financial Matter 68(1)(c)



**Ville de Saint John
Séance du conseil communal
Mardi 21 mai 2019
18 h**

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

Comité plénier

1. Ouverture de la séance

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

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

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

- 1.1 Approbation du procès-verbal 68(1)
- 1.2 Questions financières 68(1)(c)
- 1.3 Questions financières 68(1)(c,g)
- 1.4 Question de sécurité 68(1)(h)
- 1.5 Questions financières 68(1)(c)
- 1.6 Questions juridiques 68(1)(f)
- 1.7 Questions financières 68(1)(c)
- 1.8 Questions financières 68(1)(c)
- 1.9 Questions financières 68(1)(c)

Séance ordinaire

1. Ouverture de la séance

- 1.1 Prix du duc d'Édimbourg

2. Approbation du procès-verbal

- 2.1 Procès-verbal du 6 mai 2019
- 2.2 Procès-verbal du 13 mai 2019

3. Adoption de l'ordre du jour

4. Divulgations de conflits d'intérêts

5. Questions soumises à l’approbation du conseil

- 5.1 Saint John County Condominium Corporation : Avertisseurs sonores de locomotives au passage à niveau de l’avenue Douglas – Demande de présentation (recommandation : consulter le commis pour l’organisation)
- 5.2 Mise à jour sur l’Université du Nouveau-Brunswick – Demande de présentation (recommandation : consulter le commis pour l’organisation)
- 5.3 Demande pour événement de rue – Congrès mondial du cannabis (recommandation : Approuver l’exemption pour la consommation d’alcool dans les lieux publics)
- 5.4 Date d’audience publique proposée – 0 Heather Way et 648, chemin Westmorland (recommandation dans le rapport)
- 5.5 Modalités de l’émission des débentures du printemps 2019 (recommandation : recevoir pour information)
- 5.6 Nettoyage des propriétés inesthétiques au 1325, promenade Bayside et au 42, promenade Parkhill (recommandation dans le rapport)
- 5.7 Commission sur le stationnement de Saint John – Nomination de Peter Barriault du Corps canadien des commissionnaires à titre d’agent d’application des règlements (recommandation dans le rapport)
- 5.8 Appel d’offres pour l’aménagement d’un terrain de jeux accessible au parc Rainbow (recommandation dans le rapport)
- 5.9 Modification du permis de location en bloc de l’aréna d’été (recommandation dans le rapport)
- 5.10 J. Belliveau - Demande/appeal d’offres - Services alimentaires Fisher Lakes (recommandation : consulter le directeur municipal)
- 5.11 Enbridge Gaz Nouveau-Brunswick inc. – Entente d’exploitation municipale (autre forme de paiement) (recommandation dans le rapport)
- 5.12 Service des sauveteurs 2019 (recommandation dans le rapport)
- 5.13 Acquisition d’un parc de véhicules de remplacement – mai 2019 (recommandation dans le rapport)

6. Commentaires présentés par les membres

7. Proclamation

- 7.1 Semaine des services médicaux d’urgence – 26 mai au 1^{er} juin 2019
- 7.2 Semaine de sensibilisation aux personnes handicapées – 26 mai au 1^{er} juin 2019

- 8. Délégations et présentations**
- 9. Audiences publiques – 18 h 30**
- 10. Étude des arrêtés municipaux**
- 11. Interventions des membres du conseil**
- 12. Affaires municipales évoquées par les fonctionnaires municipaux**
 - 12.1 Mise à jour sur les initiatives d'amélioration continue – Présentation sur le marché de nuit de Saint John
 - 12.2 Lettre au gouvernement provincial (ministère de l'Environnement et des Gouvernements locaux) concernant le renouvellement du permis d'exploitation d'AIM Recycling
 - 12.3 Contrat de licence pour le festival de la zone 506 sur une ancienne propriété de la Garde côtière canadienne
- 13. Rapports déposés par les comités**
- 14. Étude des sujets écartés des questions soumises à l'approbation du Bureau**
- 15. Correspondance générale**
 - 15.1 Forest Hills School – Demande d'aide dans le cadre d'un programme d'échange (recommandation : refuser le financement – Le budget des subventions communautaires pour 2019 a été épuisé)
- 16. Ordre du jour supplémentaire**
- 17. Comité plénier**
- 18. Levée de la séance**

Duke of Edinburgh Program

The award program was founded by Prince Philip, Duke of Edinburgh, in 1956. The program has 3 levels: Bronze, Silver and Gold. It is available to youth aged 14 - 25 years old. The award challenges youth in self-improvement activities and is recognized in over 100 nations around the world. These cadets from 527 Simonds Air Cadets have completed their bronze level, which has four components: community service, physical fitness, skills and an overnight expedition. It takes a minimum of 6 months to complete the bronze program and the cadets have spent numerous hours meeting the requirements to successfully complete their awards.

The 6 cadets receiving the award are:

Alexander Fillmore
William Hawkes
Aidan London
Zachary Martin
William Sayson
Christopher Tait

Captain Kerry Costain
527 Simonds RCACS



The City of Saint John

MINUTES – REGULAR MEETING
COMMON COUNCIL OF THE CITY OF SAINT JOHN
MAY 6, 2019 AT 6:00 PM
IN THE COUNCIL CHAMBER

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

Regrets: Councillor Ward 3 Donna Reardon
Councillor Ward 4 Ray Strowbridge

Also Present: City Manager J. Collin
Deputy City Manager N. Jacobsen
City Solicitor J. Nugent
Inspector T. Leblanc
Fire Chief K. Clifford
Commissioner Growth and Community Development J. Hamilton
Commissioner of Finance and Treasurer K. Fudge
Commissioner of Transportation and Environment M. Hugenholtz
Commissioner of Saint John Water B. McGovern
Common Clerk J. Taylor
Administrative Officer R. Evans

1. Call to Order

2. Approval of Minutes

2.1 Minutes of April 23, 2019

Moved by Deputy Mayor McAlary, seconded by Councillor Sullivan:

RESOLVED that the minutes of the meeting of Common Council, held on April 23, 2019, be approved.

MOTION CARRIED.

3. Approval of Agenda

Moved by Deputy Mayor McAlary, seconded by Councillor Sullivan:

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

16.1 Ticket Purchase Request – 2019 Seafood Fiesta

16.2 Ticket Purchase Request – 2019 Loyalist Day Dinner

16.3 Ticket Purchase Request – Shining Horizons Gala

17.1 SCDWP Update

17.2 Update to the Terms and Conditions of Employment for Management / Professional Personnel

17.3 Dredging of Market Slip.

MOTION CARRIED.

4. Disclosures of Conflict of Interest

5. Consent Agenda

5.1 That the J. Stephenson Letter – 7 Year Rule for Age of Taxi Vehicles be referred to the Transit Commission.

5.2 That the submitted report *M&C 2019-106: Public Information Session: Chipman Hill (Union Street to King Street) – Water, Sanitary and Storm Sewer Renewal and Street Reconstruction*, be received for information.

5.3 That as recommended by the City Manager in the submitted report *M&C 2019-110: Fleet Replacement Procurement – April 2019*, Common Council award the purchase of two (2) Tandem Refuse Packers at a total cost of \$600,916.00 plus HST to Saunders Equipment Ltd.

5.4 That as recommended by the City Manager in the submitted report *M&C 2019-108: Engineering Services – Musquash Water Pumping Station Upgrades*, the proposal from CBCL Limited for engineering services for the Musquash Water Pumping Station Upgrades Project No. 2019-091002P (the “Project”), be accepted as follows:

- a) Design work to be completed by CBCL Limited under the 2019 Capital Program, at a cost of \$426,600 plus HST.
- b) Subject to Common Council’s approval that the funding for the construction component of the Project will be included in the 2020 & 2021 Water & Sewerage Utility Fund Capital Programs, the remainder of the engineering services work (construction management) for the Project is to be carried out by CBCL Limited after Common Council approval of the 2020 & 2021 Capital Programs at a cost of \$397,020 plus HST.

5.5 That as recommended by the City Manager in the submitted report *M&C 2019-102: 2019 Unidirectional Water System Flushing*, notwithstanding the City’s Procurement Policy for Engagement of Professional Services, Common Council authorize staff to extend the agreement with Aqua Data Atlantic for an additional year (2019) at the same cost as 2018.

5.6 That as recommended by the City Manager in the submitted report *M&C 2019-109: City Market Lease with Naan-Ya Business Restaurant Ltd.*,

1. The City enter into a Lease for Stall “No. 5” in the City Market with Naan-Ya Business Restaurant Ltd., under the terms and conditions as set out in the Lease submitted with M&C 2019–109; and,
2. That the Mayor and Common Clerk be authorized to execute any necessary documents.

5.7 That the Saint John Community Arts Board Letter - 2019 Funding Program be received for information and the Commissioner of Finance be directed to issue cheques to be distributed to the grants recipients at a forthcoming presentation.

Moved by Deputy Mayor McAlary, seconded by Councillor Merrithew:

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 Emergency Preparedness Week - May 5 to May 11, 2019

The Mayor declared May 5th to May 11th, 2019 as “Emergency Preparedness Week” in The City of Saint John.

7.2 National Police Week - May 12 to May 18, 2019

The Mayor declared May 12th to May 18th, 2019 as “National Police Week” in The City of Saint John.

7.3 Huntington Disease Awareness Month - May 2019

The Mayor declared May 2019 as “Huntington Disease Awareness Month” in The City of Saint John.

8. Delegations/Presentations

8.1 Shining Horizons - Therapeutic Riding Association

Dave Ryan, Executive Director of Shining Horizons Therapeutic Riding Association, presented to Council on their equine therapy program and their new facility.

Moved by Deputy Mayor McAlary, seconded by Councillor Norton:

RESOLVED that the Shining Horizons - Therapeutic Riding Association presentation be received for information.

MOTION CARRIED.

9. Public Hearings 6:30 PM

10. Consideration of By-laws

11. Submissions by Council Members

12. Business Matters - Municipal Officers

12.1 Continuous Improvement Initiatives - Verbal Update

The Deputy City Manager introduced the presenters of continuous improvement initiatives and stated that there are additionally 27 core Continuous Improvement projects underway and that the City is halfway to achieving the goal of \$2.5 million in savings to the operating expenditures by the end of 2019. The 3 presenters and their initiatives are as follows:

David Kirkpatrick – City Market Employee Ambassador Program
John Nugent – Introductory Guide for Developers to Subdivision Agreements
Lisa Caissie – Municipal Minute Video Series

Moved by Deputy Mayor McAlary, seconded by Councillor Sullivan:

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

MOTION CARRIED.

12.2 City of Saint John Climate Change Action Plan

Referring to the submitted report and presentation Samir Yammine briefed Council on the action items from the City of Saint John Climate Change Action Plan.

Moved by Councillor Sullivan, seconded by Deputy Mayor McAlary:

RESOLVED that as recommended by the City Manager in the submitted report entitled *M&C 2019-107: City of Saint John Climate Change Action Plan*, Common Council approve the following Climate Change Action Items, subject to the City's Long-Term Financial Plan and required community energy partnerships:

- 1) City of Saint John Corporate GHG and Energy Action Plan attached at Appendix A and,
- 2) City of Saint John Community GHG and Energy Action Plan attached at Appendix B and,
- 3) Corporate GHG Emission Target of 30% by 2025 below 2015 levels and,
- 4) Community GHG Emission Target of 9% by 2025 and 18% by 2035, below 2015 levels and,
- 5) City of Saint John Corporate Operation to be Carbon Neutral by 2040 and,
- 6) City staff to establish a governance structure to manage/monitor the implementation of the community and corporate energy action plan and,
- 7) City of Saint John shall consider climate change impacts and mitigation measures in all future decision to ensure that residents, the built environment and infrastructure are protected and,
- 8) Approve the Declaration on Climate Change.

MOTION CARRIED.

12.3 Flood/Recovery - Verbal Update

The City Manager recognized Chief Clifford for his leadership, passion, and caring for the citizens and businesses during the flood effort.

Chief Clifford updated Council with data from the flood and briefed on the recovery process.

Moved by Deputy Mayor McAlary, seconded by Councillor Sullivan:
RESOLVED that the Flood/Recovery - Verbal Update be received for information.

MOTION CARRIED.

13. Committee Reports

14. Consideration of Issues Separated from Consent Agenda

15. General Correspondence

16. Supplemental Agenda

16.1 Ticket Purchase Request - Seafood Fiesta 2019

Moved by Deputy Mayor McAlary, seconded by Councillor Sullivan:
RESOLVED that the Ticket Purchase Request – Seafood Fiesta 2019 be approved and the Office of the Common Clerk be directed to purchase tickets for those Council members wishing to attend the event.

MOTION CARRIED.

16.2 Ticket Purchase Request – 2019 Loyalist Day Dinner

Moved by Deputy Mayor McAlary, seconded by Councillor Sullivan:
RESOLVED that the Ticket Purchase Request – 2019 Loyalist Day Dinner be approved and the Office of the Common Clerk be directed to purchase tickets for those Council members wishing to attend the event.

MOTION CARRIED.

16.3 Ticket Purchase Request – Shining Horizons Gala

Moved by Deputy Mayor McAlary, seconded by Councillor Sullivan:

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

MOTION CARRIED.

17. Committee of the Whole

Councillor Norton and J. Nugent withdrew from the meeting due to conflicts of interest.

17.1 Safe Clean Drinking Water - West Water Class Action

Moved by Deputy Mayor McAlary, seconded by Councillor Sullivan:

RESOLVED that as recommended by the Committee of the Whole having met on May 6, 2019, Common Council approve the proposed Consent Certification Order presented to Committee of the Whole in closed session at its meeting on May 6th, 2019 recognizing that the Consent Certification Order requires the ratification of the Court and will be made public once it receives Court approval.

MOTION CARRIED.

Councillor Norton and J. Nugent re-entered the meeting.

17.2 Update to the Terms and Conditions of Employment for Management / Professional Personnel

Moved by Deputy Mayor McAlary, seconded by Councillor Merrithew:

RESOLVED that as recommended by the Committee of the Whole having met on May 6, 2019, Common Council adopt the updated Terms and Conditions of Employment for Management / Professional Personnel, effective April 8, 2019 in the form attached to M&C 2019-68.

MOTION CARRIED.

17.3 Dredging of Market Slip

Moved by Councillor Sullivan, seconded by Deputy Mayor McAlary:

RESOLVED that as recommended by the Committee of the Whole having met on May 6, 2019, Common Council approve a tender call for the dredging of that portion of Market Slip, in the City of Saint John identified by co-ordinates:

Point	Latitude	Longitude
1	45.272363°	-66.065894°
2	45.272586°	-66.064690°

3	45.272282°	-66.064497°
4	45.272096°	-66.065525°

to a “dredge depth of -2m Low Water Ordinary Spring Tide (LWOST)” which tender call shall be issued pursuant to the terms of the General Specifications of the City of Saint John with the following changes:

1. The language of 2.9.02 will be deleted and replaced with the following:
“Maximum Contract Price. If the total tender price identified by the lowest compliant tenderer exceeds \$400,000 the City shall not award a contract pursuant to this tender call.”
2. Section 2.8.03 “Over Budget Bids” will be deleted.
3. Section 2.2.01 “General” will be renumbered “2.2.01(a)” and the following will be added as 2.2.01(b):

The City shall not award a contract pursuant to this tender call unless the City has received binding and satisfactory confirmation from the Saint John Port Authority respecting the latter’s sharing in the dredging costs and associated maintenance costs for the following 12 years.

AND FURTHER BE IT RESOLVED that Common Council authorize the Mayor and Common Clerk to execute a contract with the tenderer submitting the low compliant bid in response to the tender call for the dredging of Market Slip, which tender call was approved by Common Council at its open session meeting of May 6, 2019, and which tender call stipulates that a contract will not be awarded if the low compliant bid exceeds \$400,000.

MOTION CARRIED.

18. Adjournment

Moved by Councillor Sullivan, seconded by Councillor Armstrong:

RESOLVED that the meeting of Common Council held on May 6, 2019, be adjourned.

MOTION CARRIED.

The Mayor declared the meeting adjourned at 8:18 p.m.



The City of Saint John

MINUTES – REGULAR MEETING
COMMON COUNCIL OF THE CITY OF SAINT JOHN
MAY 13, 2019 AT 5:00 PM
IN THE COUNCIL CHAMBER

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

Absent: Councillor Ward 4 Ray Strowbridge
City Manager J. Collin

Also Present: Deputy City Manager N. Jacobsen
Commissioner Saint John Water B. McGovern
Solicitor and Contract Manager SCDWP M. Tompkins
Commissioner Finance K. Fudge
Comptroller C. Graham
Solicitor S. Brittain
Deputy Common Clerk P. Anglin

1. Call to Order

17. Committee of the Whole

17.1 Safe Clean Drinking Water Project – Global Settlement

Commissioner McGovern advised Council of the SCDWP Global Settlement:

We are approaching Substantial Completion on the largest municipal infrastructure project in the history of the Province of NB, the Safe Clean Drinking Water Project (SCDWP) with a cost of \$217M (Net Present Value).

Citizens and all visitors to Saint John now have Safe, Clean Drinking Water that is among the best in the world and the drinking water meets all National and Provincial Drinking Water Standards.

As a member of the Steering Committee for the SCDWP I can say that this project has been managed very tightly from the start of construction in 2016 up to today.

On any project of this magnitude there are naturally disagreements and disputes and the SCDWP team have worked collaboratively with our Partner - Port City Water Partners (PCWP) to address these matters.

Through a lengthy negotiation, the City has been able to come to an agreement with PCWP on a **Global Settlement**.

As part of the Global Settlement the City was able to secure a ***Comprehensive Full and Final Release and Indemnity*** on the SCDWP up to Final Completion (when all deficiencies have been dealt with).

The Global Settlement deals with the outstanding risks. Claims were valued in excess of \$22M and included:

1. The cumulative effect of 25 Relief Events (many for which the City clearly retained the risk under the Project Agreement. For ex. delays incurred by the contractors in dealing with contaminated soil in a public right of way (of which there was a significant amount of on this project);
2. Numerous active Disputes; and
3. Other risks (including Legal and Dispute Resolution Board and unknown future risks, etc.)

The ***Comprehensive Full and Final Release and Indemnity*** on the Project extinguishes the risks and disputes between the City and our Partner while at the same time keeping the total cost of the SCDWP on budget.

Anyone who works or has worked in the construction industry will appreciate the significant positive achievement this is for the City of Saint John and its ratepayers.

The main terms of the Global Settlement are:

1. That Substantial Completion will be declared with a small amount of work being deferred (weather dependent work and a small stream pipe crossing (at John T. McMillan). (Note – with respect to warranty on the deferred work the City remains whole as warranty does not commence until completion of the deferred work);
2. The City will make an additional payment of just over \$1.64M (plus HST) to PCWP for delay costs.
3. PCWP will provide a ***Comprehensive Full and Final Release and Indemnity*** of ALL claims whatsoever on the Project up to Final Completion.

The City will begin paying the capital portion of the debt associated with the water treatment facility once Substantial Completion is declared. Since PCWP was slightly delayed, the City has avoided spending approximately \$1.4M, which was used as a means to settle all of the outstanding disputes.

Through tight management of the SCDWP, the City's SCDWP team has been able to make changes throughout the project that have resulted in cost reductions to the Project of nearly \$500k.

The City of Saint John is fortunate to have a very dedicated SCDWP team and I can say in being a member of the SCDWP Steering Committee we have developed a true in house expertise on how to successfully manage large P3 Projects.

The SCDWP has been run very safely by our Partner since the start of construction. We now have well over 1-million labour hours and only 1 minor lost time incident on the Project.

Moved by Deputy Mayor McAlary, seconded by Councillor Sullivan:

RESOLVED that as recommended by the Committee of the Whole having met on May 13, 2019, Common Council approve that the Common Council Resolution pertaining to the Global Settlement on the Safe Clean Drinking Water Project adopted at the March 25th, 2019 meeting of Common Council be amended as follows:

1. The second paragraph of the resolution which authorizes the Mayor and Clerk to execute the Minutes of Settlement effecting the Global Settlement is deleted and replaced with the following:

“2. That the Mayor and Clerk be authorized to execute the Minutes of Settlement effecting the Global Settlement and the appended Escrow Agreement in the form as attached to M&C No. 2019-114 and presented to Committee of the Whole at its May 13, 2019 meeting; and”.

MOTION CARRIED.

18. Adjournment

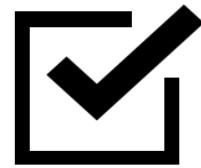
Moved by Councillor Sullivan, seconded by Councillor Armstrong:
RESOLVED that the meeting of Common Council held on May 13, 2019, be adjourned.

MOTION CARRIED.

The Mayor declared the meeting adjourned at 5:25 p.m.

First Name: Paul Last Name: Brown
Name of Organization/Group (where applicable): SJCCC #16
Mailing Address: Douglas Ave.
City or Town: Saint John, Province: NB Postal Code:
Day Time Phone Number: Email:

If you do **NOT** wish to have your personal information (address, phone number,



email) become part of the public record, please check this box.

ABOUT YOUR REQUEST

Topic of Presentation: Locomotive horns at Douglas Ave. crossing

Purpose for Presentation (what is the ask of Council): Implement 'No Horn' bylaw similar to Thorne Ave. crossing

Background Information: Locomotives blare their horns through the Douglas Avenue crossing. This can occur several times a day, at all hours, it is a detriment to physical and mental health and an encumbrance on quality of life. The Thorne avenue crossing (which is in much further proximity to residential housing) has had a 'No Horn' crossing for a couple of years without any major safety related issues.

Requesting access to audio/visual equipment to do a short presentation to common council

YOUR SIGNATURE

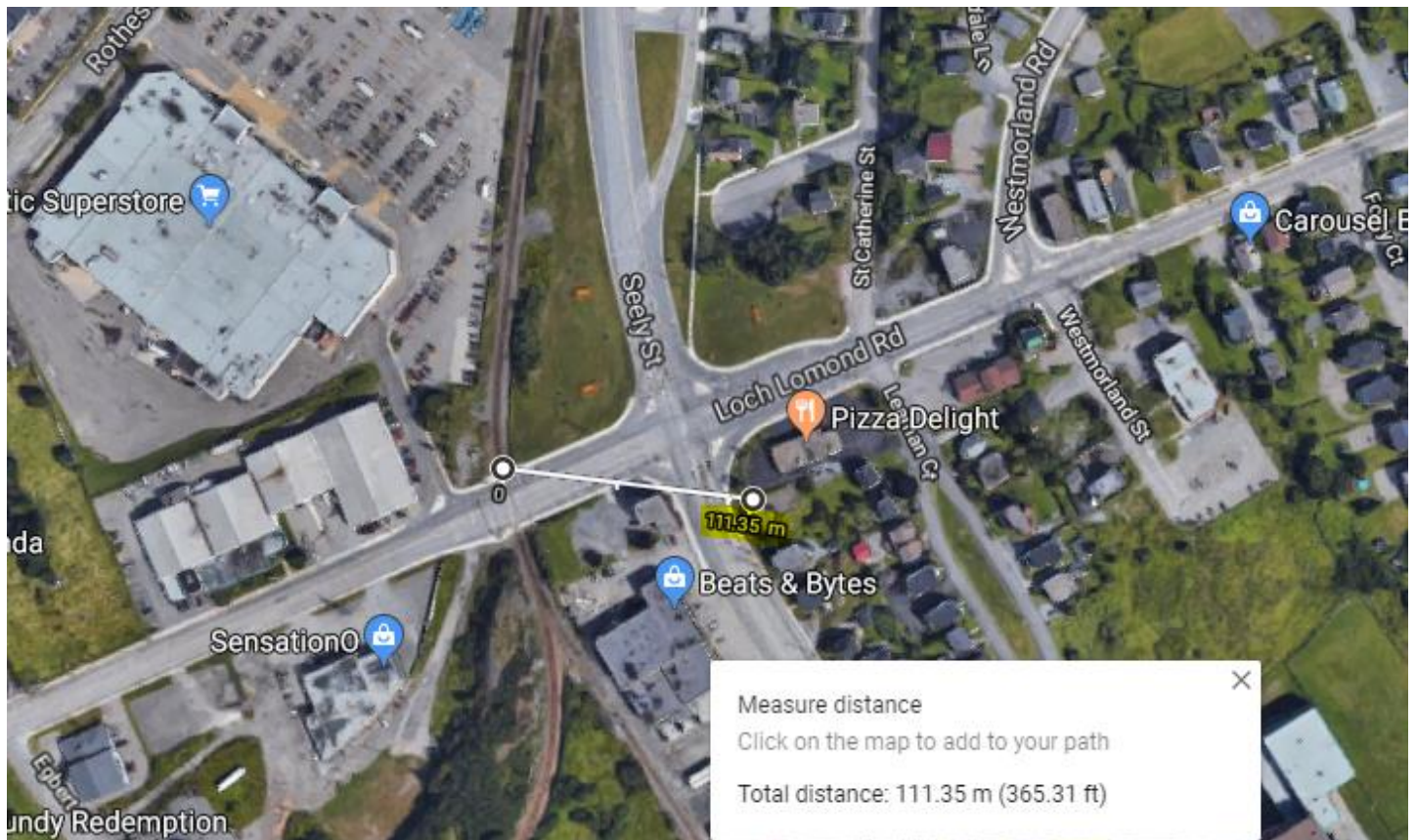
Signature: Date:

Ward 2 Councilor's Sean Casey and John Mackenzie

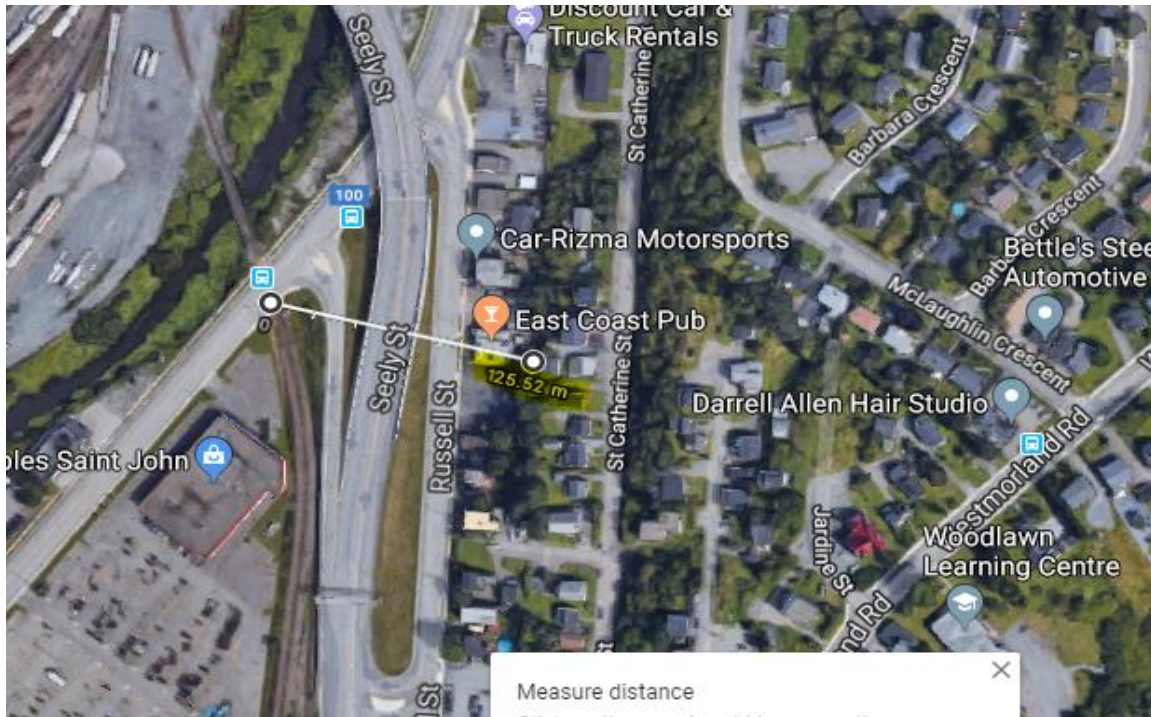
In October 2015 Saint John Common Council passed a motion to ban the blowing of train whistles at 2 level crossings, one on Thorne Avenue and the other on Rothsay Avenue. In the three years plus since that exemption was made I'm not aware of any safety related issues surrounding the exemption.

Representing 55 residential units at 500 Douglas Avenue I am requesting the same consideration be given to the NBSR crossings on Douglas Avenue and Bentley Street. When one looks at the proximity of the NBSR rail tracks at these locations to residential dwellings there are many more residences in closer proximity than the previously mentioned crossings on Thorne and Rothsay Avenues.

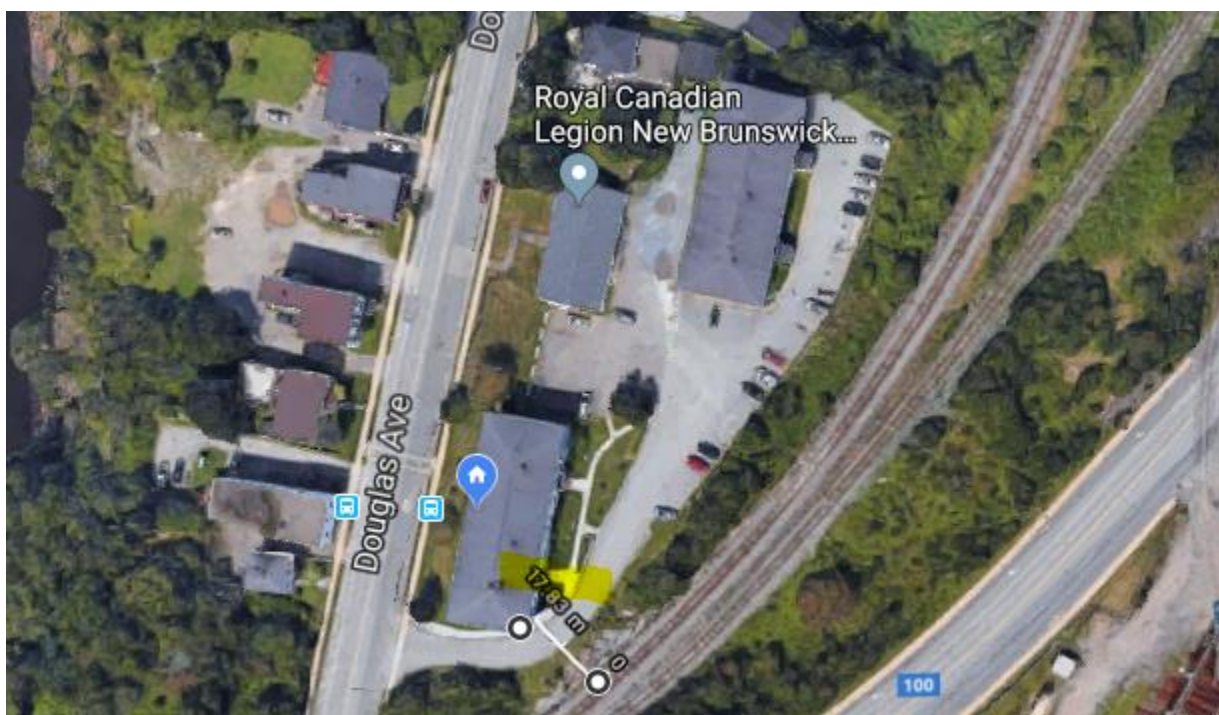
Below is an example of the proximity of the level crossing on Thorne Ave. to the nearest residence which is about 111 metres or 365 feet



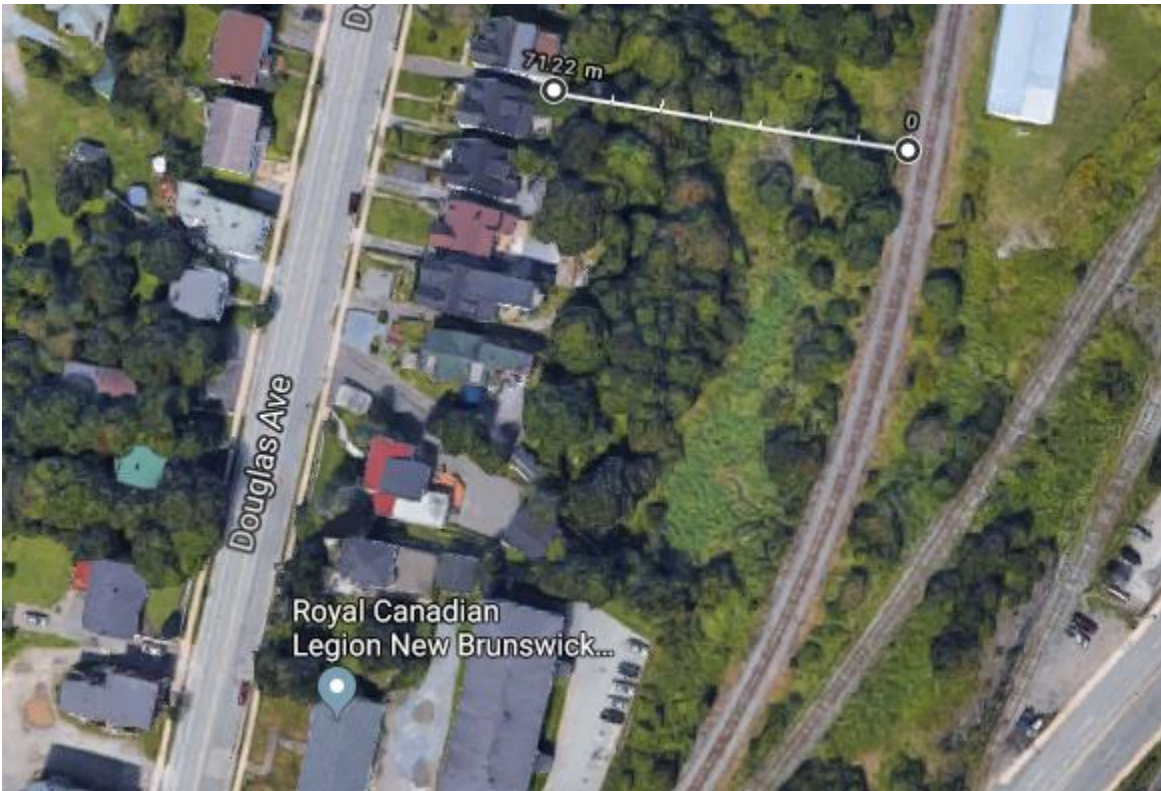
Below shows the proximity of the nearest residence to the Rothesay Ave. level crossing being 125 meters or 410 feet.



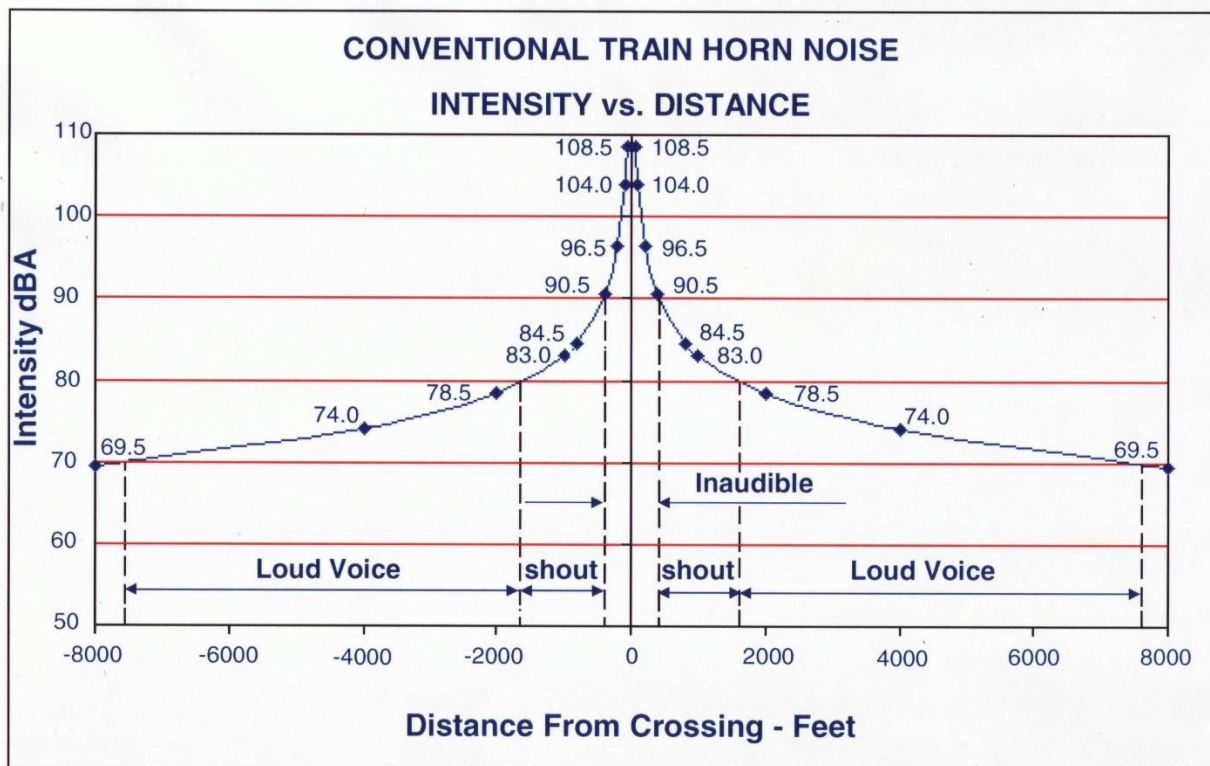
Below shows the proximity of the NBSR level rail crossing to residences at 500 Douglas Avenue being about 18 meters or 59 feet.



Below shows other residences along Douglas Avenue being about 71 meters or 232 feet from the NBSR line.



Although safety must be paramount, there are health, safety and quality of life issues related to the blaring of locomotive horns at any given hour of the day in our relatively densely populated residential area. It is not uncommon to have several locomotives move through this area between the hours of midnight and 7am that blare their horns in excess of 20 seconds at an extremely loud level. (According to **Train Horns** Delivered, most **train horns** put out about 140 decibels, sometimes up to 150 or more.)



Normal conversation is **about 60 dB**, a lawn mower is about 90 dB, and a loud rock concert is about 120 dB. In general, **sounds above 85 are harmful**, depending on how long and how often you are exposed to them and whether you wear hearing protection, such as earplugs or earmuffs.

So there are safety considerations which are much more likely to have an impact on local residents due to the excessively high noise levels they are exposed to on an ongoing basis.

For an exemption to be made at these crossings there would have to be further safeguards taken such as the installation of gates in addition to the existing lights and warning bells at the Douglas Ave. crossing.

We thank you for taking the opportunity to meet with you and are willing to make a presentation to Common Council to bring further awareness to this issue.

Sincerely,

Paul Brown

President – Saint John County Condominium Corporation # 16

REQUEST TO PRESENT TO COUNCIL FORM

ABOUT PERSON/GROUP PRESENTING

First Name:

**President Dr. H.E.A. [Eddy] Campbell and Vice-President [Saint John]
Dr. Petra Hauf **May be accompanied by UNB Board of Governors
Chair, Larry Hachey.****

Name of Organization/Group (where applicable):
University of New Brunswick

Mailing Address: 100 Tucker Park Rd., Saint John, NB E2L 4L5]

Day Time Phone Number: 506 650 2910 Email: emerson@unb.ca

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

ABOUT YOUR REQUEST

Topic of Presentation:

Update on the University of New Brunswick

Purpose for Presentation (what is the ask of Council):
Information only

Background Information:

An update on leadership changes and strategic priorities at UNB.

YOUR SIGNATURE

Signature: Click here to enter text.



Date: Click here to enter a date.

20190513



SAINT JOHN POLICE FORCE

1 Peel Plaza, E2L 0E1
P.O. Box 1971
Saint John, New Brunswick
Canada E2L 4L1

*Service De Police De Saint John
C.P. 1971
Saint John Nouveau-Brunswick
Canada E2L 4L1*

*"We Serve and Protect –
with Respect"*

*"Nous Servons et Protégeons –
avec Respect"*

BRUCE E. CONNELL
Chief of Police/ Chef de Police

*Address all correspondence to:
Office of the Chief of Police*

*Envoyer toute la correspondance au:
Bureau du Chef de Police*

*Telephone/Téléphone:
(506) 648-3200*

*Fax/Télécopieur:
(506) 648-3304*

police@saintjohn.ca

www.saintjohnpolice.ca



SAINT JOHN

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

May 7, 2019

Jonathan Taylor
City Clerk / Office of the Common Clerk
City of Saint John
P.O. Box 1971
Saint John, NB E2L 4L1

Dear Mr. Taylor:

RE: Street Event Application – 'World Cannabis Congress' / June 18, 2019

As required under Schedule 'S' (Regulation Respecting Processions and Assemblages on Public Streets) of the current City of Saint John By-Law No.: MV-10 (A By-law Respecting Traffic On Streets In The City of Saint John Made Under The Authority of The Motor Vehicle Act, 1973, and Amendments Thereto), section C. - *Authority* states:

C. Authority

This regulation has been adopted by Common Council of the City of Saint John. Authority to administer this regulation has been assigned to the Saint John Police Force Chief of Police, except with respect to Street Events involving consumption of alcoholic beverages in public places, as noted below.

Authority to administer this regulation is referenced at Section 3 of the *By-Law Number M-10: A By-Law Respecting the Traffic on Streets in the City of Saint John Made Under The Authority of the Motor Vehicle Act 1973 and Amendments Thereto (the "Saint John Traffic By-Law")*.

The consumption of alcoholic beverages in public places is prohibited; however a Street Event organizer may apply for an exemption. Application once again is to the Chief of Police, but the request is then routed (by the Chief) to Common council for consideration and approval.

The 'World Cannabis Congress' Street Event scheduled for Tuesday, June 18, 2019, from 7:00 pm until 1:00 am outside the Five and Dime bar on Grannan Lane (on a temporary patio) will involve alcohol consumption and therefore requires consideration and approval from Common Council.

As per section C. - *Authority* of Schedule 'S', the applicant for the event - Civilized Ltd. - assumes the responsibility of acquiring any and all licenses in accordance with the applicable Provincial legislation for consumption of alcohol. In all other respects, the application for this Street Event permit must satisfy the 'conditions for consideration' and all application requirements. As Chief of Police of the Saint John Police Force, I will process the request accordingly, contingent on and subsequent to Common Council granting the exemption for consumption of alcoholic beverages in public places.

I am satisfied that all of the conditions applicable within the 'regulation' will be met and, with the approval of Common Council for an exemption for the consumption of alcohol in public places, I will issue the said permit listing the terms and conditions of this Street Event.

I would also like to add, as per section E. - *Procedure*, subsection 4. - *Permit*, as Chief of Police of the Saint John Police Force, I am authorized to cancel an event and / or revoke a Street Event Permit at any time upon violation of any legislation, regulations or by-laws or upon violation of any of the conditions of the said Street Event Permit.

Yours truly,



Bruce E. Connell
Chief of Police
Saint John Police Force

Enclosures

**City of Saint John
Street Event
APPLICATION FORM**

Please complete all sections of this application and return to:

**Chief of Police
Saint John Police Force
PO Box 1971
Saint John, NB E2L 4L1
FAX: 506-648-3304**

Date: Jun 14, 2019 Date Received: _____ (Office)

1. Name of Street Event: World Cannabis Conference

2. Name of organization hosting / planning event: Civilized

3. Specify nature of your organization: commercial, non-profit, charitable, etc.
(please give tax number if applicable)

Commercial

4. Key contact for event: Judy Klitke

Address: 86 Prince William St.

Postal Code: _____

Phone #: 706 (H) 898-0020 (O) _____ (F) _____

Email Address: ~~judy@civilized.life~~ judy@civilized.life

Secondary contact for event: Gillian Gresh

Address: 86 Prince William St.

Postal Code: _____

Phone #: 506 (H) 608 0792 (O) _____ (F) _____

Email Address: gillian@civilized.life

5. Name & Main theme of event: Cannabis World Conference Special Event

6. Main activities of event: Networking

7. Objectives of event, in order of priority: create a fluid private space between Port City Royal and Fire and Police for Conference attendees to mingle.

8. Date(s) and times to be held: June 18, Thursday. 7pm-1am

9. Please identify the frequency of this event (approval is for current event only):

Annual _____
 Biennial _____
 One time only X
 Other _____ Please Specify _____

10. Location (Streets): The portion of Glenview Lane extending from Gilmour St to the end of the building containing part city road

11. Historical Background: first time event

12. Number of volunteers involved in event: 6

13. Target audience:

(Please describe the demographic reach you expect with this event)

This event will be for the attendees of the conference

13.1 Percentage of potential audience:

Adults 100% Children _____ Youth _____
 Families _____ Seniors _____

14. Estimated attendance: 40

14.1 Estimated type of attendance: [for statistical purposes only; not mandatory]

a) % who are participants _____
 b) % who are spectators _____
 c) % from the city of Saint John _____
 d) % from outside the city of Saint John _____
 e) % from outside the province _____

14.2 From d and e above, please provide an estimated percentage breakdown for the accommodation type that will be used for out of area visitors. [for statistical purposes only; not mandatory]

a) % Visiting friends & relatives _____
 b) % Campground _____
 c) % Hotel / Motel _____
 d) % Bed & Breakfast _____
 e) % Other _____ Please Specify _____

General Financial Information: Only required in order to understand the scope of the proposed event, and to confirm that the applicant/organizer has resources necessary to cover costs associated with the conditions of permit. 'Total Operating Budget' is the key information. Financial information will remain confidential.

15. Total operating budget: \$500

16. Funding sources: (detail estimated amount)

A. Grants

Provincial: _____
Federal: _____
Other: _____
Total: _____

B. Sponsorship

Private: \$500
Corporate: _____
Other: _____
Total: _____

Revenue from other sources:

Source: Civilized Funds: \$500
Source: _____ Funds: _____
Source: _____ Funds: _____

Funds on hand from other years:

0

Total Revenue expected:

0

If available, please attach a detailed budget of projected expenditures (confidential use only).

17. Identify any major sponsors that may be involved:

Civilized

18. If this event is to be used as a fund raiser, who is the beneficiary?

19. Has your event received support from the City of Saint John in past years?

Yes _____ No X

Please identify the year in which you received support: _____

Please detail the level of support you received in the past: _____

20. Briefly outline your marketing strategy for this event. (Include any print or electronic exposure you expect to receive): It will be promoted to attendees of the

World Cannabis Conference.

21. A person or group requesting a Street Event Permit – other than City departments, agencies, boards and commissions and agents of the City of Saint John – may have to carry third party liability insurance for the Street Event. Whether all or part of the event takes place on or passes over City of Saint John public property the Street Event organizers may have to obtain and maintain in full force a Commercial General Liability insurance policy with limits of not less than \$2,000,000, naming the City of Saint John as an “Additional Insured”. Where liquor will be served or sold at a Street Event, the organizers shall obtain and maintain in full force a Commercial General Liability insurance policy with limits of not less than \$5,000,000, naming the City of Saint John as “Additional Insured”; and additional liquor liability insurance shall also be obtained. Evidence of all required insurance coverage(s) shall be forwarded to the City of Saint John, care of the Common Clerk, at least 10 working days before the Street Event.


22. How will this event be evaluated? attendance.

A. Will you require City of Saint John services? If so, please detail:

Please Note: Many municipal services are subject to costs and are the sole responsibility of the organizer. The municipality reserves the right to ask for pre-payment for these costs in the form of a money order or a certified cheque made payable to the City of Saint John, otherwise the costs will be invoiced to the organizer after the event is completed.

B. Using a separate sheet(s), please provide as much detail as possible on your event logistics. Please include all route maps and site plans if applicable and any additional information that you feel will explain your event.

With regard to the City of Saint John requirements outlined in this application I have signing authority for the above stated event. I understand the City of Saint John requirements of an event organizer as outlined in this application and will ensure that the event I represent will comply with these requirements:



Name Signature

Judy Klipper

Name Print

Event Space for World Cannabis Conference Function



COUNCIL REPORT

M&C No.	2019-113
Report Date	May 08, 2019
Meeting Date	May 21, 2019
Service Area	Growth and Community Development Services

His Worship Mayor Don Darling and Members of Common Council

SUBJECT: Proposed Public Hearing Date – 0 Heather Way and 648 Westmorland Road

OPEN OR CLOSED SESSION

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

AUTHORIZATION

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

RECOMMENDATION

That Common Council schedule the public hearings for the rezoning applications of Don-More Surveys & Engineering (Dunnett's Landscaping Ltd.) (0 Heather Way) and Saint Mary's and St. Bartholomew's Church (The Anglican Parish of Cold Brook – Saint John) (648 Westmorland Road) for Monday July 8, 2019 at 6:30 p.m. in the Ludlow Room, and refer the applications to the Planning Advisory Committee for a report and recommendation.

EXECUTIVE SUMMARY

The purpose of this report is to advise Common Council of the rezoning/condition update applications received and to recommend an appropriate public hearing date. The next available public hearing date is July 8, 2019.

PREVIOUS RESOLUTION

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

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

REPORT

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

Name of <u>Applicant</u>	Location	Existing <u>Zone</u>	Proposed <u>Zone</u>	Reason
Don-More Surveys & Engineering Ltd. (Dunnett's Landscaping Ltd.)	0 Heather Way	Two-Unit Residential (R2)	Mid-Rise Residential (RM)	To allow for construction of a number of multiple unit buildings.
Saint Mary's and St. Bartholomew's Church (The Anglican Parish of Coldbrook – Saint John)	646-648 Westmorland Road	Major Community Facility (CFN) & Two-Unit (R2)	Major Community Facility (CFN)	To amend conditions and to repurpose for community use purposes.

STRATEGIC ALIGNMENT

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

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

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

SERVICE AND FINANCIAL OUTCOMES

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

INPUT FROM OTHER SERVICE AREAS AND STAKEHOLDERS

Not Applicable

ATTACHMENTS

None

COUNCIL REPORT

M&C No.	2019-116
Report Date	May 10, 2019
Meeting Date	May 21, 2019
Service Area	Finance and Administrative Services

His Worship Mayor Don Darling and Members of Common Council

SUBJECT: Terms of the Spring 2019 Debenture Issue

OPEN OR CLOSED SESSION

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

AUTHORIZATION

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

RECOMMENDATION

It is recommended that this report be received and filed.

EXECUTIVE SUMMARY

On April 25, 2019 the New Brunswick Municipal Finance Corporation negotiated the sale of a serial bond issue in the amount of \$32,300,000 of which \$5,920,000 related to the City of Saint John.

PREVIOUS RESOLUTION

M&C 2019 -41 - **RESOLVED** that occasion having arisen in the public interest for the following Public Civic Works and needed Civic Improvements that the City of Saint John proposes issue of the following debentures to be dated on or after February 27th, 2019:

REFINANCE DEBENTURES

Debenture No. BA 9- 2009 (General Fund – 5 years)	\$ 4,670,000
Debenture No. BA 10 -2009 (Water & Sewerage – 10 years)	\$ 750,000
Debenture No. BA 11 -2009 (Transit – 5 years)	<u>\$ 500,000</u>

TOTAL

\$ 5,920,000

1. Therefore resolved that debentures be issued under provisions of the Acts of Assembly 52, Victoria, Chapter 27, Section 29 and amendments thereto to the amount of five million, nine hundred and twenty thousand dollars (\$5,920,000).
2. Commissioner of Finance be authorized to issue and to sell to the New Brunswick Municipal Finance Corporation (the "Corporation") a City of Saint John bond or debentures in the principal amount of five million, nine hundred and twenty thousand dollars, (\$5,920,000) at such terms and conditions as are recommended by the Corporation.
3. And further that the City of Saint John agrees to issue post-dated cheques to the Corporation, or other such arrangements as the Corporation may from time to time accept, in payment of principal and interest charges on the above bond or debenture as and when they are required by the Corporation.
4. And further that the Commissioner of Finance be hereby authorized to receive an offer in connection with the foregoing debentures at a price not less than \$98 per \$100 of debenture, at interest rates not to exceed an average of 4.50% and a term not to exceed 5 years for the General Fund and Transit and term not to exceed 10 years for the Water and Sewerage Utility.
5. And further that the Commissioner of Finance report to Common Council the exact values for price per \$100 of debenture, interest rate and term in years, together with the date of the issue.

REPORT

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

Term:	5 year serial form (General)	\$ 4,670,000
	5 year serial form (Transit)	\$ 500,000
	10 year serial form (Water)	\$ 750,000

Coupon Rate:	Year 1 - 2.05%	Year 6 - 2.40%
	Year 2 - 2.00%	Year 7 - 2.55%
	Year 3 - 2.05%	Year 8 - 2.70%
	Year 4 - 2.20%	Year 9 - 2.75%
	Year 5 - 2.30%	Year 10 - 2.85%

Price: \$ 99.45 (Principal: \$5,170,000)
Average Interest Rate: 2.12% - 5 Years

Price: \$ 99.21 (Principal: \$750,000)
Average Interest Rate: 2.385% - 10 Years

Settlement Date: May 14, 2019

The interest rates and the discount factor were within the limits approved by Common Council at its meeting held on March 11th, 2019. As such, the Mayor and Common Clerk have signed the debentures between the City and the New Brunswick Municipal Finance Corporation for \$5,920,000 at the terms listed above on April 30th, 2019.

SERVICE AND FINANCIAL OUTCOMES

N/A

INPUT FROM OTHER SERVICE AREAS AND STAKEHOLDERS

N/A

ATTACHMENTS

N/A

COUNCIL REPORT

M&C No.	2019-119
Report Date	May 13, 2019
Meeting Date	May 21, 2019
Service Area	Growth and Community Development Services

His Worship Mayor Don Darling and Members of Common Council

SUBJECT: Cleanup of Unsightly Properties at 1325 Bayside Drive and 42 Parkhill Drive

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>Christopher McKiel</i>	<i>Jacqueline Hamilton / Amy Poffenroth</i>	<i>John Collin</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 cleanup of the following unsightly properties:

1. 42 Parkhill Drive, PID# 00303198; and
2. 1325 Bayside Drive, PID# 00034041.

EXECUTIVE SUMMARY

The unsightly conditions outlined in the attached Notices have not been remedied within the required time frame. Pursuant to the *Saint John Unsightly Premises and Dangerous Buildings and Structures By-law*, Staff is looking for authorization from Council to arrange for the cleanup of the aforementioned properties.

PREVIOUS RESOLUTION

N/A

STRATEGIC ALIGNMENT

This report aligns with Council's Vibrant, Safe City priority.

REPORT

As part of the Community Standards program, Growth and Community Development Services has focused on issues that directly impact the aesthetics, enjoyment and pride of a neighbourhood, including unsightly premises. This involves working closely with property owners to achieve voluntary compliance wherever possible. When voluntary compliance cannot be achieved, it is necessary to issue a formal Notice to Comply.

Property Requiring Further Enforcement Action

Notices to Comply were issued for the properties at 42 Parkhill Drive and 1325 Bayside Drive after efforts to gain voluntary compliance did not come to fruition. The Notices provided the owners with 45 days to remedy unsightly conditions found at the subject properties. The property at 1325 Bayside Drive is a large industrial property, which contains a significant amount of broken and deteriorated wooden pallets as well as other junk, rubbish and refuse that has not moved in several years. The property at 42 Parkhill Drive is a single family home that has an accumulation of junk, rubbish and refuse. The unsightly conditions outlined in the attached Notices have not been remedied within the required time frame. Pursuant to the *Saint John Unsightly Premises and Dangerous Buildings and Structures By-law*, Staff is looking for authorization from Council to arrange for the cleanup of the aforementioned properties.

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 cleanup and demolition activities at the subject property.

Where possible, staff will use internal resources for the cleanup of unsightly properties and the cost will be billed to the property owners. If the use of internal resources is not possible, 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 owners. 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

Affidavits of Service - Notices to Comply and Inspection Reports
Aerial Photo of Property
Photos

CANADA

PROVINCE OF NEW BRUNSWICK

COUNTY OF SAINT JOHN

CITY OF SAINT JOHN

AFFIDAVIT OF SERVICE

I, Patrice W. Hunter of the NBLES
in the County of WINGS and Province of New Brunswick MAKE
OATH AND SAY AS FOLLOWS:

1. On the 20TH day of MARCH, 2019, I served
JOHN WINSTON MACKAY with the following documents:

- a Notice to Comply, attached hereto as Exhibit "A";
- and a blank Notice of Appeal, attached hereto as Exhibit "B",

by leaving a copy with him her at 42 PARKHILL DRIVE
SAINT JOHN, New Brunswick.

2. I was able to identify the person served by means of the fact that he she
acknowledged to me he she was

JOHN WINSTON MACKAY.

Sworn To before me at the
City of Saint John, N.B.,
on the 21 day of
March, 2019

Julie Rocca

Julie Rocca
Commissioner of Oaths
My Commission Expires
December 31, 2022

[Signature]

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

Parcel identifier:

PID # 00303198

Address: 42 Parkhill drive, Saint John, New Brunswick.

Owner(s) or Occupier(s):

Name: MacKay, John Winston

Address: 42 Parkhill Drive, Saint John, New Brunswick, E2J 2V7

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

Conditions(s) that exist: The premise is unsightly by permitting junk, rubbish or refuse to remain on the premise. The conditions of the premises are not in compliance with the standards provided for pursuant to the By-law. The conditions of the premise are described in Schedule “A”, a true copy of the Inspection Report dated March 5, 2019 signed by Mark O’Leary, 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.

Date before which the condition must be corrected:¹

Within 45 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.

This is Exhibit A
Referred to in the Affidavit of
Phillip Hunter
Sworn before me at the City of
Saint John, New Brunswick
the 21 day of March 2019
Julie Roda
Commissioner of Oaths

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 : 00303198

Adresse : 42 promenade Parkhill, Saint John, Nouveau Brunswick.

Propriétaire(s) ou occupant(s) :

Nom : MacKay, John Winston

Adresse : 42 promenade Parkhill, Saint John Nouveau Brunswick, E2J 2V7

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) : Le paragraphe 6(1) de l’Arrêté.

Description de la (des) situation(s) : Les lieux sont inesthétiques en permettant la présence de ferraille, de détritrus ou de déchets. Les conditions des lieux ne sont pas en conformité selon les standards prévus dans l’Arrêté. Les conditions des lieux sont décrites à l’annexe « A », une copie conforme du rapport d’inspection en date du 5 mars, 2019 signé par Mark O’Leary, un agent chargé de l’exécution des arrêtés du gouvernement local.

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.

Délai imparti pour y remédier :¹

Dans les 45 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

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).

Local government's authority to undertake repairs or remedy:³ Paragraph 12(1)(a) of the By-law states 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. 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.

Dated at Saint John the 13 day of March, 2019.

Local government: The City of Saint John

Signature of the officer of the local government:

Contact information of the officer of the local government:

Name: Mark O'Leary
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: mark.o'leary@saintjohn.ca
Fax: (506) 632-6199

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).

Pouvoir du gouvernement local d'entreprendre des réparations ou de remédier à la situation :³ Conformément aux alinéa 12(1)a) 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 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.

Fait à Saint John le 13 mars, 2019.

Gouvernement locale : The City of Saint John

Signature du fonctionnaire du gouvernement local:

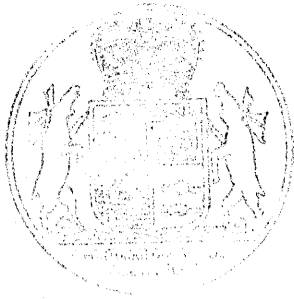
Coordonnées du fonctionnaire du gouvernement local:

Nom : Mark O'Leary
Adresse postale :

Service de la Croissance et du Développement Communautaire

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

Téléphone : (506) 658-2911
Adresse électronique: mark.o'leary@saintjohn.ca
Télécopieur : (506) 632-6199



Corporate seal of the local government

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.

Sceau du gouvernement local

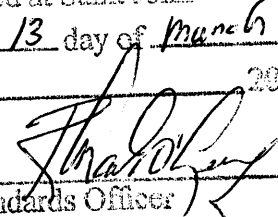
Notes :

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

Inspection Report
Schedule "A"

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

Inspection Date : March 5, 2019
Inspector: Mark O'Leary
Property Address: 42 Parkhill Drive, Saint John, New Brunswick
PID: 00303198

Dated at Saint John
this 13 day of March
2019.

Standards Officer

The inspection of the above mentioned property on March 5, 2019 has revealed that said property 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").

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, derelict vehicle, equipment or machinery or the body or any part of a vehicle, equipment or machinery, or
- (c) A dilapidated building."

At the property, the following items were noted:

- (a) Ashes, junk, rubbish or refuse,
- (b) An accumulation of wood shavings, paper, sawdust or other residue of production or construction.
- (c) Part of a vehicle, equipment or machinery,

General comments about the property:

There are several items on the subject property which are considered unsightly. There are plastic buckets, cardboard boxes, paint cans, plastic coolers, an old mattress, an old exercise bike, wooden pallets, scrap wood, metal pipe, plastic pipe, a shopping cart, plastic pails, commercial cleaning equipment, old exterior doors, a wheel barrow, ladders, old tires, patio furniture, Styrofoam sheets, metal grills, garden hose, appliances, an aquarium, storm window, barbeques, plywood, car seats, old snow blowers, men's shoes, interior house lights, steel pots and two picture windows. The property is in an unsightly condition and is not in compliance with the by-law.

Required remedies:

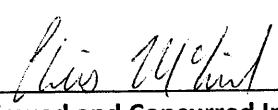
All the items listed must be removed and properly disposed of at an appropriate landfill site

Alternatively, should these items remain on the premise for storage, they must be stored in a garage or shed, sufficient in size so as to hold the items and provide full enclosure.

The unsightly conditions at the premise must be remedied and the property brought into compliance with the by-law.


Report Prepared and Signed by R. Mark O'Leary

March 13, 2019.
Date


Reviewed and Concurred In By Christopher McKiel, P. Eng.

March 13, 2019
Date

**NOTICE OF APPEAL
FORM 1**
*(Local Governance Act, S.N.B. 2017,
c. 18, s.134(1))*

**AVIS D'APPEL
FORMULE 1**
*(Loi sur la gouvernance locale, L.N.-B. de 2017,
ch. 18, par.134(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: _____

This is Exhibit "B"
Referred to in the Affidavit of
Phillip Hunter
Sworn before me at the City of
Saint John, New Brunswick
the 21 day of March 2019

Julio Roa
Commissioner of Oaths

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 132(3) of the *Local Governance 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 132(3) de la *Loi sur la gouvernance locale* 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 *Local Governance Act* was not followed, or (b) the decision is 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 la gouvernance locale* n'a pas été suivie, ou (b) la décision est déraisonnable.

CANADA

PROVINCE OF NEW BRUNSWICK

COUNTY OF SAINT JOHN

CITY OF SAINT JOHN

AFFIDAVIT OF SERVICE

I, William Hunter of the WREPS
in the County of KINGS and Province of New Brunswick MAKE
OATH AND SAY AS FOLLOWS:

1. On the 20TH day of MARCH, 2019, I served
SANDRA MACFAWN with the following documents:

- a Notice to Comply, attached hereto as Exhibit "A";
- and a blank Notice of Appeal, attached hereto as Exhibit "B".

by leaving a copy with him / her at 24 ANGUS STREET
SAINT JOHN, New Brunswick.

2. I was able to identify the person served by means of the fact that he / she
acknowledged to me he / she was
SANDRA MACFAWN.

Sworn To before me at the
City of Saint John, N.B.,
on the 21 day of
March, 2019

Julie Rocca

[Signature]

Julie Rocca
Commissioner of Oaths
My Commission Expires
December 31, 2022

FORM 4
NOTICE TO COMPLY – DANGEROUS OR
UNSAFELY 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 # 00034041

Address: 1325 Bayside Drive, Saint John, New Brunswick

Owner(s) or Occupier(s):

Name: Atlantic Resources Canada Inc.

Address: 24 Angus Street, Saint John, New Brunswick, E2M 7S6

Numéro d'identification de la parcelle :

NID : 00034041

Adresse : 1325 promenade Bayside, Saint John, Nouveau Brunswick

Propriétaire(s) ou occupant(s) :

Nom : Atlantic Resources Canada Inc.

Adresse : 24 rue Angus, Saint John, Nouveau Brunswick, E2M 7S6

Local government giving notice: The City of Saint John

Gouvernement local signifiant l'avis : 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").

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 »).

Provision(s) contravened: Subsection 6(1) of the By-law.

Disposition(s) enfreinte(s) : Le paragraphe 6(1) de l'Arrêté.

Conditions(s) that exist: The premise is unsightly by permitting junk, rubbish or refuse to remain on the premise. The conditions of the premises are not in compliance with the standards provided for pursuant to the By-law. The conditions of the premise are described in Schedule "A", a true copy of the Inspection Report dated March 6, 2019 signed by Mark O'Leary, By-law Enforcement Officer.

Description de la (des) situation(s) : Les lieux sont inesthétiques en permettant la présence de ferraille, de débris ou de déchets. Les conditions des lieux ne sont pas en conformité selon les standards prévus dans l'Arrêté. Les conditions des lieux sont décrites à l'annexe « A », une copie conforme du rapport d'inspection en date du 6 mars, 2019 signé par Mark O'Leary, un agent chargé de l'exécution des arrêtés du gouvernement local.

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.

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.

Date before which the condition must be corrected: ¹

Délai imparti pour y remédier : ¹

Within 45 days of being served with the Notice to Comply.

Dans les 45 jours qui suivent la signification de l'avis de conformité.

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

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

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.

Processus d'appel : La propriétaire peut dans les 14 jours qui suivent la notification de l'avis de conformité, envoyer 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.

Potential penalty for not complying with notice

Peine possible en cas d'omission de se conformer

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).

Local government's authority to undertake repairs or remedy:³ Paragraph 12(1)(a) of the By-law states 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. 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.

Dated at Saint John the 13 day of March, 2019.

Local government: The City of Saint John

Signature of the officer of the local government:

Contact information of the officer of the local government:

Name: Mark O'Leary

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: mark.o'leary@saintjohn.ca
Fax: (506) 632-6199

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).

Pouvoir du gouvernement local d'entreprendre des réparations ou de remédier à la situation :³ Conformément aux alinéa 12(1)(a) 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 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.

Fait à Saint John le 13 mars, 2019

Gouvernement locale : The City of Saint John

Signature du fonctionnaire du gouvernement local:

Coordonnées du fonctionnaire du gouvernement local:

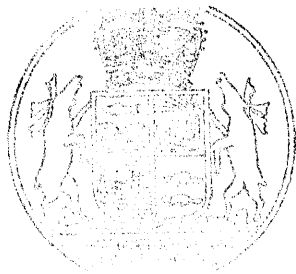
Nom : Mark O'Leary

Adresse postale :

Service de la Croissance et du Développement
Communautaire

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

Téléphone : (506) 658-2911
Adresse électronique: mark.o'leary@saintjohn.ca
Télécopieur : (506) 632-6199



Corporate seal of the local government

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.

Sceau du gouvernement local

Notes :

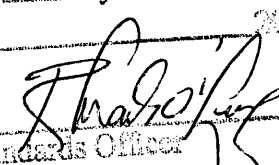
1. Tous les permis prescrits doivent être obtenus et toute la législation pertinente doit être respectée pendant l'exécution des mesures de remédiation.
2. Le paiement de l'amende n'a pas pour effet d'annuler l'obligation de se conformer à l'arrêté, à la norme ou à l'avis.
3. Les coûts deviennent une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

Inspection Report

Schedule "A"

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

Inspection Date: March 6, 2019
Inspector: Mark O'Leary
Property Address: 1325 Bayside Drive, Saint John, NB
PID: 00034041

Dated at Saint John
this 13 day of March
2019.

Standards Officer

The inspection of the above mentioned property on March 6, 2019 has revealed that said property 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").

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, derelict vehicle, equipment or machinery or the body or any part of a vehicle, equipment or machinery, or
- (c) A dilapidated building.

At the property, the following items were noted:

- (a) Ashes, junk, rubbish or refuse,
- (b) An accumulation of wood shavings, paper, sawdust or other residue of production or construction.
- (c) Part of a vehicle, equipment or machinery,

General comments about the property:

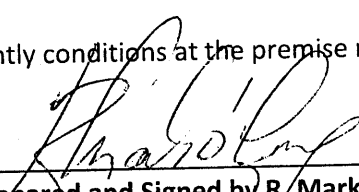
There are several items on the subject property which are considered unsightly. There are numerous piles of scrap wooden pallets covering approximately seventy five percent of the property. Many piles are over three meters in height and are in danger of falling over. There are also old Lobster traps, old plywood, and two commercial trailers. One white trailer with a roll up door and one silver trailer with swinging doors, both of which have broken tail lights, bald tires and have not moved in several years. These trailers are not road worthy. Also, there are wooden wire cable rolls, piles of scrap wood, old roofing shingles, counter tops, wooden crates, piles of scrap metal, a metal commercial truck box, a rusted pickup truck box turned into a utility trailer, bricks, rusted metal shelving, bicycle wheels, an old wheelchair, heavy rope, plastic buckets, plastic pallets, fabric on metal office room dividers, commercial kitchen equipment, upholstered cushions, plastic pipe, an old wooden dog house and metal bed frames. The property is in an unsightly condition and is not in compliance with the By-law.

Required remedies:

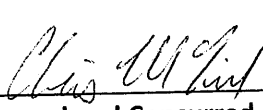
All the items listed must be removed and properly disposed of at an appropriate landfill site.

Alternatively, should these items remain on the premise for storage, they must be stored in a garage or shed, sufficient in size so as to hold the items and provide full enclosure.

The unsightly conditions at the premise must be remedied and the property brought into compliance with the By-law.


Report Prepared and Signed by R. Mark O'Leary

March 13, 2019.
Date


Reviewed and Concurred In By Christopher McKiel, P. Eng.

March 13, 2019
Date

**NOTICE OF APPEAL
FORM 1**
(Local Governance Act, S.N.B. 2017,
c. 18, s.134(1))

**AVIS D'APPEL
FORMULE 1**
(Loi sur la gouvernance locale, L.N.-B. de 2017,
ch. 18, par.134(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 132(3) of the *Local Governance 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 132(3) de la *Loi sur la gouvernance locale* 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 courriel 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 *Local Governance Act* was not followed, or (b) the decision is 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 la gouvernance locale* n'a pas été suivie, ou (b) la décision est déraisonnable.



Map A – 42 Parkhill Drive, PID 00303198

Enhanced Community Standards Pilot Program

55

The City of Saint John
Date: May 13, 2019





Map B – 1325 Bayside Drive, PID 00034041
Enhanced Community Standards Pilot Program



1325 Bayside Drive



May 7, 2019

PID# 00034041

1325 Bayside Drive



May 7, 2019

PID# 00034041

1325 Bayside Drive



May 7, 2019

PID# 00034041

1325 Bayside Drive



May 7, 2019

PID# 00034041

1325 Bayside Drive



May 7, 2019

PID# 00034041

1325 Bayside Drive



May 7, 2019

PID# 00034041

42 Parkhill Drive



May 14, 2019

63

PID# 00303198

42 Parkhill Drive

May 14, 2019

64

PID# 00303198



42 Parkhill Drive



May 14, 2019

65

PID# 00303198

42 Parkhill Drive

May 14, 2019

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PID# 00303198

42 Parkhill Drive



May 14, 2019

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PID# 00303198

42 Parkhill Drive



May 14, 2019

68

PID# 00303198

42 Parkhill Drive



May 14, 2019

69

PID# 00303198

42 Parkhill Drive

May 14, 2019

PID# 00303198



Saint John
Parking Commission

Commission sur le
stationnement de Saint John

SAINT JOHN TRANSIT

May 14, 2019

Jonathan Taylor
Common Clerk
City of Saint John
8th Floor, City Hall
Saint John, NB

Dear Mr. Taylor,

**RE: Appointment of Peter Barriault, Badge No. 9966
Canadian Corps of Commissionaires
as a By-Law Enforcement Officer**

We are requesting that the following resolution be presented to Common Council for approval:

"Resolved 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: Peter Barriault, Badge No. 9966.

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."

Yours truly,

Marc Dionne
Director of Operations
Saint John Parking Commission

/KM

COUNCIL REPORT

M&C No.	2019-127
Report Date	May 15, 2019
Meeting Date	May 22, 2019
Service Area	Transportation & Environment Services

His Worship Mayor Don Darling and Members of Common Council

SUBJECT: Rainbow Park Accessible Playground Site Work Tender

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>Tim O'Reilly</i>	<i>Michael Hugenholtz</i>	<i>John Collin</i>

RECOMMENDATION

It is recommended that the tender submitted by Signature Landscape Ltd., for the Rainbow Park Accessible Playground Site Work project, in the amount of \$196,774.00 plus HST be accepted. Further to the base tender amount, it is recommended that a 10% contingency allowance be carried for this project in the amount of \$19,677.40 plus HST, for a total project cost of \$216,451.40 plus HST. Additionally, it is recommended that the Mayor and Common Clerk be authorized to execute the necessary contract documents.

EXECUTIVE SUMMARY

The purpose of this report is to seek Council's approval to award the Rainbow Park Accessible Playground Site Work to the lowest compliant bidder.

PREVIOUS RESOLUTION

On March 25, 2019, Common Council endorsed entering into a Gift Agreement with Canadian Tire Jumpstart Charities for the construction of a playground at Rainbow Park. As part of the Gift Agreement, the City agreed to undertake site preparation, landscaping, site security, inspection among other responsibilities for the playground installation. Council's support for the recommendation in this report will allow the City's installation responsibilities in this Gift Agreement to be met.

STRATEGIC ALIGNMENT

The accessible playground, its location, and partnership with Canadian Tire Jumpstart Charities aligns with several Council priorities and corporate strategies:

- Quality recreational infrastructure in the Central Peninsula aligns with Council's priority of driving growth in this neighbourhood. Improved facilities at Rainbow Park can be a catalyst for opportunities identified in the draft Central Peninsula Neighbourhood Plan.
- The co-investment with Jumpstart as a partner contributes to Council's Valued Service Delivery priority (related to partnerships).
- The chosen location of the playground, Rainbow Park, was partly driven by Council's Fiscal Responsibility priority and subsequent commitment to Asset Management. Jumpstart's playground will replace existing playground equipment at a District Park that has reached the end of its useful life instead of adding a new playground where none existed prior. While arguably the Jumpstart Playground is more robust than what the City had previously or would have replaced on its own, the project essentially eliminates a portion of the City's current infrastructure deficit.
- Investing in a playground at Rainbow Park aligns with PlaySJ's vision of higher quality District Parks while divesting of many smaller neighbourhood playgrounds. This step demonstrates Council's commitment toward higher quality District facilities while many neighbourhoods are losing their recreational assets through implementation of PlaySJ. Staff also notes the partnership with Jumpstart aligns with PlaySJ's vision of developing community management partnerships that reduce taxpayer subsidization of recreation programs and infrastructure.
- A Master Plan for Rainbow Park was developed over ten years ago, which pointed to replacing the playground structures. The Park received some upgrades over the past ten years, but finalization of the Master Plan has been challenging within the City's current fiscal context.
- In the Fall of 2017 staff sought, and Council supported, focus around the prioritization of recreation infrastructure investment in light of significant community requests. One of Council's resolutions from the 2017 discussion included "Notwithstanding minor renewal projects at other District and Regional Parks, the Rainbow Park Master Plan shall be the priority recreation master plan to receive future investment commitments until completion of that plan". This project aligns Council's 2017 direction.
- Jumpstart places a high value on inclusiveness in its playground designs. This compliments the City's pursuit of inclusiveness such as support of our Ability Advisory Committee and design details employed in other infrastructure investments.

SERVICE AND FINANCIAL OUTCOMES

\$200,000 was approved by Council in the 2019 General Fund Capital Program for the City's participation in the construction of the Jumpstart Playground at Rainbow Park. The City's anticipated investment in this project with the unrecoverable HST accounted for is \$250,612.80 as a result of the low tender, the recommended 10% contingency, and the project design costs. The City's responsibilities toward the playground installation were not fully developed at the time the project estimate was identified. However, cost efficiencies associated with other planned 2019 Capital projects in Parks & Recreation will offset this overexpenditure and therefore staff are recommending award of this contract.

INPUT FROM OTHER SERVICE AREAS AND STAKEHOLDERS – MATERIALS MANAGEMENT

A public tender call was issued on April 23, 2019 and closed on May 14, 2019. three (3) companies responded to the tender call by submitting bids. The results are as follows:

Company	Tender Price (Excluding HST)
Signature Landscape Ltd.	\$196,774.00
Spectrum Enterprises Ltd.	\$197,100.00
TerraEx Inc.	\$228,000.00

Staff of Materials Management have reviewed the tenders and have found them to be complete and formal in every regard. Staff believes that the low tenderer, Signature Landscape Ltd., has the necessary resources and expertise to perform the work, and recommend acceptance of their tender.

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

ATTACHMENTS

N.A.

COUNCIL REPORT

M&C No.	M&C 2019-121
Report Date	May 14, 2019
Meeting Date	May 21, 2019
Service Area	Transportation and Environment Services

His Worship Mayor Don Darling and Members of Common Council

SUBJECT: Summer Arena Bulk Rental License Amendment

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>Tim O'Reilly</i>	<i>Michael Hugenholtz</i>	<i>John Collin</i>

RECOMMENDATION

Your City Manager recommends Common Council authorize the Mayor and Common Clerk to execute the license amendment between the City of Saint John and 707990 N.B. Inc. as attached to M&C 2019 – 121.

PREVIOUS REPORT

Common Council authorized the Mayor and Common Clerk to execute the license agreement between the City of Saint John and 707990 N.B. Inc. as attached to M&C 2019 – 72 at its April 8, 2019 meeting.

REPORT

707990 N.B. Inc. recently approached City staff requesting the times they can use the Belyea arena Monday-Friday for the remainder of May and June 2019 be adjusted ahead by one hour, from 4:30 PM – 11:30 PM to 3:30 PM – 10:30 PM. The current License stipulates 4:30 PM – 11:30 PM

City staff requested that, in return for adjusting the hours, Fundy Lacrosse be able to regain access to their storage space at the arena; use of space by this association was not protected in the original License.

A third change in the current license clarifies the intent that the fourth of four payments by 707990 N.B. Inc. was for use of the arena for the month of August and not July; the current License indicated, in error, two payments for the month of July and none for the month of August.

The attached License Amendment contemplates all three changes.

SERVICE AND FINANCIAL OUTCOMES

No additional costs to the City are anticipated with this amendment, apart from staff time in preparing the amendment. An adjustment to arena staff shift schedules will take place.

The change in operating hours benefits 707990 N.B. Inc.'s new business opportunities.

Fundy Lacrosse can regain access to custom storage space at the Belyea arena that they have occupied since 2006 for the life of this license (May-August, 2019).

INPUT FROM OTHER SERVICE AREAS AND STAKEHOLDERS

The City Solicitor's Office has assisted with the preparation of the attached license amendment.

ATTACHMENTS

License Amendment with 707990 N.B. Inc.

License Amendment

BY AND BETWEEN:

The City of Saint John, having its City Hall at 15 Market Square, Saint John, New Brunswick, a body corporate by Royal Charter, confirmed and amended by Acts of the Legislative Assembly of the Province of New Brunswick, hereinafter called the "Licensor"

OF THE ONE PART

- and -

707990 N.B. Inc., a company duly incorporated under the laws of the Province of New Brunswick, having its head office at 42 Bayview Drive, in the City of Saint John, County of St. John, Province of New Brunswick, hereinafter called the "Licensee"

OF THE OTHER PART

WHEREAS the Licensor and Licensee entered into a License that was approved by resolution of the Licensor's Common Council on April 8th, 2019 and executed on behalf of the Licensee by Andrew Bezeau, President, on April 11th, 2019 (the "License"); and

WHEREAS the Licensor and Licensee wish to make certain discrete amendments to the License;

NOW THEREFORE THIS INDENTURE WITNESSETH that for and in consideration of the charges stipulated in the License and other good and valuable consideration, the receipt of which is hereby acknowledged, the following amendments to the License are agreed to by the Licensor and Licensee:

1. The second recital of the License is hereby amended by adding the word "lacrosse," immediately after the words "storage rooms of".
2. Article 1(a) of the License is hereby amended by deleting the words "between the hours of 4:30pm until 11:30pm" and replacing them with the words "between the hours of 3:30pm and 10:30pm".
3. Article 2(ii)(d) of the License is hereby amended by deleting the words "for the month of July" and replacing them with the words "for the month of August".

IN WITNESS WHEREOF the parties hereto have set their corporate seals duly attested by the signatures of their properly authorized officers respectively the day and year first above written.

Signed, sealed and delivered

THE CITY OF SAINT JOHN

Don Darling, Mayor

Jonathan Taylor, Common Clerk

Common Council Resolution:
April ____, 2019

707990 N.B. Inc.

Per: _____
Andrew Bezeau, President

PROVINCE OF NEW BRUNSWICK

COUNTY OF SAINT JOHN

I, Jonathan Taylor, of the Town of Quispamsis, in the County of Kings and Province of New Brunswick, MAKE OATH AND SAY:

- 1. THAT I am the Common Clerk of The City of Saint John and have custody of the Common Seal hereof.
- 2. THAT the seal to the foregoing instrument affixed is the Common Seal of The City of Saint John and that it was so affixed by Order of the Common Council of the said City.
- 3. THAT the signature “Don Darling” to the said instrument is the signature of W. Donald Darling, Mayor of the said City, and the signature “Jonathan Taylor” thereto is my own signature.
- 4. THAT we are the proper officers to sign the foregoing instrument on behalf of The City of Saint John.

SWORN TO BEFORE ME)
at the City of Saint John, in the)
County of Saint John and)
Province of New Brunswick)
this ____ day of _____, 2019)
)
)
_____)
Commissioner of Oaths)
Being a Solicitor)
)

Jonathan Taylor

PROVINCE OF NEW BRUNSWICK

1. THAT I am the President of 707990 N.B. Inc., the licensee named in the foregoing instrument and have custody of the corporate seal of the said company and am duly authorized to make this affidavit.

3. THAT the signature “Andrew Bezeau” subscribed to the said instrument is my signature and as I am duly authorized to execute the said instrument.

4. THAT the said document was executed as aforesaid at the _____ of _____, in the Province of New Brunswick on the ____ day of _____, 2019.

SWORN TO BEFORE ME at the)
 _____ of _____,)
 in the County of _____)
 and Province of New Brunswick)
 this _____ day of _____, 2019)

Andrew Bezeau

Commissioner of Oaths Being a Solicitor

SUBMISSION TO COUNCIL FORM

ABOUT PERSON/GROUP PRESENTING

First Name: **Jeff**

Last Name: **Belliveau**

Name of Organization/Group (where applicable): [Click here to enter text.](#)

Mailing Address: [Click here to enter text.](#)

City or Town: [Click here to enter text.](#)

Province: **NB** Postal Code: [Click here to enter](#)

[text.](#)

Day Time Phone Number: [Click here to enter text.](#)

Email:

☒ 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: **Tenders and Proposals**

Purpose for Submission (what is the ask of Council): Request or Invitation to tender, Fisher lakes food/beverage services.

Executive Summary: The “A-frame” canteen, located at Fisher Lakes, Rockwood Park, has been closed down for several years. It has been said this is due to the dilapidated condition of the building facilities and/or sewer. It is believed that this condition remains because of the current budget, not having room to refurbish the structure. At least hundreds (if not more) people frequent this park on a daily basis, depending on the weather. Persons of all ages come to the park for different reasons, whether it is to swim at the beach, go to the playground, walk or run on the trails, fish, or just to enjoy the scenery and to be outdoors. With the growing concern for health and wellness among the public, it is safe to assume there will probably be more people visiting the park this year, than before. “Why isn’t the canteen open?” is a commonly asked question among park visitors, that can be heard, when you are in the vicinity of Fisher Lakes, on a hot day in July. As a parent who frequently visits the park with my family, I can attest to this. Sometimes we forget to bring drinks or snacks, or don’t bring enough. A child can get pretty thirsty after playing at the playground for an hour.

A building is not necessary for someone to provide a food/drink service to the public, at Fisher Lakes. There are many concepts out there, which could provide safe, nutritious, quality products, in this venue, that may consist of a mobile trailer/cart, or Kiosk, or combination of

SUBMISSION TO COUNCIL FORM

both. This would not only serve a need to those visiting the park, but foster business growth in the community. I am asking the Council to consider posting a “Request or Invitation to Tender”, for the “provision of food/beverage services, Fisher lakes, Rockwood Park”. This tender should not be considered a violation of By-Law M-15, as this would be reading the by law “out of context”. Thank you.

YOUR SIGNATURE

Signature: Jeff Belliveau

Date: 2019-05-15

FOR USE BY THE CITY OF SAINT JOHN ONLY

Date Received: [Click here to enter a date.](#) Council Meeting Date: [Click here to enter a](#)

date

COUNCIL REPORT

M&C No.	2019-115
Report Date	May 07, 2019
Meeting Date	May 21, 2019
Service Area	Transportation and Environment Services

His Worship Mayor Don Darling and Members of Common Council

***SUBJECT: Enbridge Gas New Brunswick Inc. - Municipal Operating Agreement
(Alternative Form of Payment)***

OPEN OR CLOSED SESSION

This matter is to be discussed in open session.

AUTHORIZATION

Primary Author	Commissioner/Dept. Head	City Manager
<i>Holly Young</i>	<i>Michael Hugenholtz</i>	<i>John Collin</i>

RECOMMENDATION

RESOLVED that the Mayor and Common Clerk be authorized to execute the Amending Agreement to the Municipal Operating Agreement between The City of Saint John and Enbridge Gas New Brunswick Inc. in the attached form.

EXECUTIVE SUMMARY

Enbridge Gas New Brunswick Inc. (Enbridge) has requested to amend their existing Municipal Operating Agreement with the City specifically with respect to their form of guarantee to cover restoration of City streets in relation to natural gas work.

PREVIOUS RESOLUTION

August 14, 2000: Resolved by Council to approve the submitted Municipal Operating Agreement with Enbridge, and authorize the Mayor and Common Clerk to execute the agreement.

STRATEGIC ALIGNMENT

Customer Service focused.

REPORT

Commencing on August 31st, 1999, the City entered into a Municipal Operating Agreement with Enbridge which covers the placement of natural gas mains and services within the City and, more specifically, Enbridge's obligations with respect to restoring/reinstating streets City streets to the satisfaction of the Chief City Engineer.

Article IV(1)(b) of the Agreement currently contemplates an annual Irrevocable Standby Letter of Credit to the City to guarantee the cost of restoration. Enbridge has requested other options for providing a guarantee in addition to the Irrevocable Standby Letter of Credit, namely by cash or certified bank cheque.

The matter has been considered by the Commissioner of Finance and the City Solicitor's Office and the recommendation included in this report is intended to facilitate the alternative forms of payment. The attached Amending Agreement captures the particulars of same.

SERVICE AND FINANCIAL OUTCOMES

No financial implications due to this change in deposit method.

INPUT FROM OTHER SERVICE AREAS AND STAKEHOLDERS

Input was provided by Finance and Administration, the City Solicitor's Office, Transportation and Environment Services, and Growth and Community Development – Infrastructure Development.

ATTACHMENTS

Schedule A - Municipal Operating Agreement

Schedule B - Amending Agreement - Municipal Operating Agreement

Municipal Operating Agreement

THIS AGREEMENT made this 14th day of August, 2000

BETWEEN:

THE CITY OF SAINT JOHN, a body corporate by Royal Charter

(the "Corporation")

- and -

ENBRIDGE GAS NEW BRUNSWICK INC., a corporation incorporated under the laws of Canada,

(the "Gas Company")

WHEREAS the Gas Company was granted a 20 year general franchise pursuant to the *Gas Distribution Act, 1999* commencing August 31, 1999 to distribute gas and provide customer services in the Province of New Brunswick;

AND WHEREAS the Gas Company desires, at its own cost, to install and operate its gas distribution system in the Municipality upon the terms and conditions provided in this Agreement;

AND WHEREAS the Corporation owns and maintains highways within the Municipality;

AND WHEREAS the parties consider the arrival of natural gas to be an attractive alternative to traditional sources of energy and wish to ensure the timely availability of natural gas to the residents of the Corporation;

AND WHEREAS subsection 7(5) of the *Municipalities Act* authorizes the Corporation to enter into an agreement with a distributor of natural gas respecting the use of the property of the Corporation and any other matter associated with the construction or operation of a natural gas distribution system;

AND WHEREAS by Resolution passed by the Common Council of the Corporation (the "Resolution"), the Mayor and the Common Clerk have been authorized to execute this Agreement on behalf of the Corporation;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the sum of \$1.00 paid by each party to the other and other good and valuable consideration, the receipt

and sufficiency of which are hereby acknowledged, the Corporation and the Gas Company agree as follows:

I. Definitions

1. In this Agreement:

- (a) "Claim" means a claim, demand, writ, process, notice, or written proceeding pertaining to damages to any property and/or injuries, including death, to any person or persons and includes any mandatory order, direction, or notice from a governmental authority requiring a party, its servants, agents, or employees, to monitor, remediate, repair, neutralize or otherwise address any environmental pollutant or contaminant;
- (b) "Engineer" means the Corporation's Chief City Engineer or his designate;
- (c) "gas" means any hydrocarbon or mixture of hydrocarbons that, at a temperature of 15 degrees Celsius and an absolute pressure of 101.325 kilopascals, is in a gaseous state;
- (d) "gas distribution system" means all property and works within the Municipality between the city gate station up to and including the meter including such mains, plants, pipes, meters, pipelines, conduits, services, valves, regulators, curb boxes, stations, drips or such other equipment as the Gas Company may reasonably require for the distribution of gas in or through the Municipality;
- (e) "highway" means all common and public highways (which includes any public street, road, lane, alley, way or catchbasin with roadwork) and shall include any bridge, viaduct or structure forming part of a highway, and any public square, road allowance or walkway and shall include not only the travelled portion of such highway, but also ditches, driveways, sidewalks, and sodded areas forming part of the road allowance, now or at any time during the term hereof under the jurisdiction of the Corporation;
- (f) "municipal infrastructure" means structures owned by the Corporation and contained within a highway including but not limited to water pipelines and all appurtenances thereto, sanitary and storm sewer pipelines and all appurtenances thereto, culverts, traffic control devices, signs, curbs, sidewalks, asphalt surface including sub-base, landscaping, trees, bridges, viaducts, street light standards, parking meters, civic monuments, and bus shelters;
- (g) "Municipality" means the territorial limits of the Corporation on the date when this Agreement takes effect, and any territory which may thereafter be brought within the jurisdiction of the Corporation, and "Municipal" shall have a like meaning.

II. Non-exclusive Licence

1. To Use Road Allowances

- (a) Subject to the provisions of this Agreement, the Corporation hereby grants to the Gas Company a non-exclusive licence irrevocable for the Term and any renewal thereof to

enter upon all highways now or at any time hereafter under the jurisdiction of the Corporation and to install, construct, maintain, replace, remove, operate and repair a gas distribution system for the distribution of gas in and through the Municipality.

- (b) Notwithstanding the definition of highway, this Agreement does not grant a right to attach gas lines or other parts of a gas distribution system to any bridges or viaducts owned by the Corporation; the attachment of gas lines or other parts of the gas distribution system to such structures must be applied for explicitly by the Gas Company on a case by case basis and are subject to the prior written approval of the Engineer.
 - (c) The exercise of the non-exclusive licence granted in accordance with the terms and conditions of this Agreement must be carried out by the Gas Company in compliance with all applicable federal and provincial statutes, laws and regulations and municipal by-laws of general application save and except those sections of by-laws which impose permit or other fees and those sections of by-laws which are inconsistent with this Agreement, which sections of by-laws shall not be binding upon the Gas Company.
 - (d) The non-exclusive licence granted by this Agreement does not extend to the construction, operation or maintenance of any fibre optics cable or any other electronic communication system, except such communications as may form an integral part and be required for the proper operation of the gas distribution system.
2. Alternative Easement The Corporation will, in the event of the stopping up and closing of any highway or any part of a highway where a gas line has been constructed in accordance with this Agreement, give the Gas Company reasonable notice of such stopping up and closing and will provide the Gas Company with easements over that part of the highway stopped up and closed sufficient to allow the Gas Company to preserve any part of the gas distribution system in its then existing location, provided however where a stopping up and closing of any highway is carried out to facilitate development of adjacent lands, any gas line located within that part of the highway stopped up and closed may at the election of the Corporation and without cost to the Gas Company be relocated.
3. Duration of Agreement and Renewal Procedures
- (a) The non-exclusive licence hereby granted to the Gas Company shall be for a term of 20 years (the "Term") from August 31, 1999.
 - (b) At any time within two years prior to the expiration of this Agreement, either party may give notice to the other that it desires to enter into negotiations for a renewal upon such terms and conditions as may be agreed upon. In the event the parties do not agree on the terms and conditions of a renewal agreement prior to the end of the Term, either party may apply to the New Brunswick Board of Commissioners of Public Utilities (the "Board") to establish an appropriate renewal term and to resolve any other contractual issues that may not have been agreed to.
4. Ownership of Gas Distribution System The Corporation and the Gas Company acknowledge and agree that title to and ownership of the gas distribution system shall at

all times during the Term, any renewal thereof and at all times following the expiration or termination thereof, be vested in the Gas Company notwithstanding any rule of law as to the immediate vesting of title to and ownership of the gas distribution system in the owner of the freehold.

III. Approvals and Other Conditions

1. Construction at Gas Company's Cost Subject to the terms and conditions contained herein, the Gas Company shall pay the costs of installing and operating its gas distribution system within the Municipality.
2. Approval of Construction/Permits
 - (a) On or before the 15th day of September of any calendar year, the Gas Company shall meet with the Engineer for the purposes of exchanging known or proposed projects of the Corporation and proposed servicing plans of the Gas Company during the next 12 months.
 - (b) At least 20 business days before beginning construction of, or any planned extension or change to, the gas distribution system saving and excepting service laterals, the Gas Company shall file with the Engineer a plan, stamped by a Professional Engineer registered in the Province of New Brunswick, satisfactory to the Engineer, drawn to scale and of sufficient detail considering the complexity of the specific location, showing the highways in which it proposes to lay its gas distribution system and the particular parts thereof it proposes to occupy. The plan shall show the location, depth and dimensions of the proposed pipelines and, to the extent information is provided by the Corporation in hard copy and/or electronic format, existing curbs, sidewalks, property lines, sewer pipes, water mains, service connections and other underground utilities within 3.0 metres of the proposed pipelines and, to the extent information is provided by the Corporation in electronic format, pavement surface, drainage ditches, trees, street lights, fire hydrants, curb stops, valve boxes and other relevant features with respect to the construction to be undertaken.
 - (c) Geodetic (vertical) information will not be required from the Gas Company except in complex urban intersections or in other locations specified by the Engineer in order to facilitate known or proposed projects which are reasonably anticipated by the Engineer to be installed or constructed in the future. Unless otherwise approved by the Engineer, the Gas Company and the Corporation agree that the gas distribution system, excluding service laterals, will be installed at a minimum depth of 900 mm from the existing or planned finished grade and the Gas Company will relocate, as required by the Corporation, gas lines originally installed less than 600 mm from the existing or planned finished grade in depth and shall be responsible for all costs associated with the relocation.
 - (d) The Engineer may require sections of the gas distribution system to be laid at a greater depth than required by CSA - Z662 to facilitate known or proposed projects or existing municipal infrastructure.

- (e) The location of the work as shown on the plan submitted in accordance with subsection (b) above must be approved by the Engineer before the commencement of the work and the timing, special terms and conditions relating to the installation of such works shall be to his satisfaction. The Engineer shall be the final approval authority for the location of all portions of the gas distribution system located within the highways.
- (f) No excavation, opening, or work in, on or under a highway by the Gas Company will be commenced until an approval and/or permit therefor has first been obtained from the Engineer as provided in subsection (e). An application for an approval and/or permit shall be processed within 10 business days of receipt unless there are unusual circumstances. The approval of the Engineer shall not be unreasonably withheld. With respect to short main extensions, the Corporation shall make every effort to expedite the process unless there are unusual circumstances.
- (g) Notwithstanding subsection (f) above, where the Gas Company is undertaking construction of a service lateral running from a highway to a customer's property, the Gas Company shall, before undertaking construction, obtain an approval and/or permit. An application for an approval and/or permit under this paragraph shall be processed within three business days of receipt unless there are unusual circumstances. The approval of the Engineer shall not be unreasonably withheld.
- (h) In the event of any emergency, the Gas Company shall not be required to obtain an approval and/or permit prior to excavation but shall, on the next business day, submit a request for an approval and/or permit for the work undertaken.

IV. Construction

1. Reinstatement

- (a) The Gas Company shall, to the satisfaction of the Engineer, restore or cause to be restored, at its cost, all highways or municipal infrastructure which it may excavate or interfere with in the course of installing, constructing, repairing or removing its gas distribution system located within highways, and shall, to the satisfaction of the Engineer, make good any settling or subsidence thereafter caused by such excavation or interference. Unless otherwise agreed by the parties, where the excavation takes place on a highway that has been paved or surfaced after August 1, 1998 and within the previous five years and where the excavation requires a longitudinal cut of the asphalt surface in excess of 10 metres, the Gas Company will restore and resurface the affected area of highway or road allowance for the length of the excavation, from curb to curb.
- (b) Unless otherwise agreed by the parties, the Gas Company shall provide annually an Irrevocable Standby Letter of Credit issued by a Chartered Bank in the amount of \$25,000.00 to the Corporation to guarantee the cost of restoration of highways to the satisfaction of the Engineer. Should the Gas Company fail within a reasonable time to do any work required by Article IV 1.(a), the Corporation may do or cause such work to be done and the Gas Company shall, on demand, pay any reasonable account therefor as certified by the Engineer. Should the Gas Company fail to pay forthwith on demand, the Corporation will draw on the letter of credit to pay the sum demanded.

- (c) The Gas Company hereby warrants and agrees that all restorations or reinstatement of highways will endure until the road foundation is reconstructed.

2.. Damage to Municipal Property

- (a) If any portion of any highway or municipal infrastructure is damaged by reason of defects in any portion of the gas distribution system, or by reason of any other cause arising directly from the installation, construction, maintenance, replacement, removal, operation or repair of the gas distribution system, the Gas Company shall, at its own expense, immediately repair any such damage and restore such portion of such damaged highway or municipal infrastructure to as good or better condition as existed before such defect or other cause of damage occurred, such work to be done under the direction of the Engineer, and to his satisfaction.
- (b) Trees within Municipal highways are to be protected at all times. The gas distribution system is to be designed on the premise that, unless approved by the Engineer, municipal trees are not to be adversely affected by the installation or operation of the gas distribution system.
- (c) If any tree within Municipal highways is damaged or destroyed by reason of defects in any portion of the gas distribution system maintained or constructed under this Agreement, or by reason of any other cause arising directly from the installation or operation of any gas distribution system constructed or maintained under this Agreement, the Gas Company shall, at its own cost and expense, repair any such damage or replace such trees under the direction and to the satisfaction of the Engineer.

3. Traffic Control The Gas Company shall be responsible for appropriate traffic control measures while working within the highways. Where such work requires the temporary re-routing of traffic within the highway, the Gas Company shall request approval from the Engineer at least two business days in advance of the re-routing; the Gas Company shall also notify the general public of such traffic diversions, through the local media, at least 24 hours prior to the re-routing.

4. As Built Drawings

- (a) The Gas Company shall not deviate from the approved location for any part of the gas distribution system unless the prior approval of the Engineer to do so has been received.
- (b) The Gas Company must, at its own expense, supply to the Corporation "as-built" drawings in hard copy form and in an electronic format compatible with the Corporation's corporate GIS system within 20 business days after commissioning that portion of the gas distribution system. The "as-built" drawings must horizontally locate the gas distribution system relative to the New Brunswick Grid Co-Ordinate System (NAD 83 or any system substituted in lieu thereof) and show depth of cover. The Gas Company must also supply an X - Y co-ordinate list of each point surveyed (and a Z co-ordinate where required by Article III 2.(c)) and shown on the as-built drawings.

- (c) Paragraphs (a) and (b) do not apply to service laterals. In the case of service laterals, the Gas Company shall provide, if requested by the Corporation, the information maintained by the Gas Company on its Street Service Operations Records System.
5. Emergencies In the event of an emergency involving the gas distribution system, the Gas Company will proceed with the work to address the emergency and in any instance where prior approval of the Engineer is normally required, shall use its best efforts to immediately notify the Engineer of the location and nature of the emergency and the work being done.
6. Indemnification
- (a) The Gas Company shall, at all times, indemnify and save harmless the Corporation, its agents, officers, elected officials and employees from and against all losses, damages, claims, costs or expenses incurred in connection with Claims arising out of the Gas Company installing, constructing, maintaining, replacing, removing, operating and repairing its gas distribution system in the Municipality, or utilizing its gas distribution system for the carriage of gas owned by others. Provided that the Gas Company shall not be required to indemnify or save harmless the Corporation from and against losses, damages, claims, costs or expenses incurred in connection with Claims resulting from the negligence or wrongful act of the Corporation, its servants, agents, officers, elected officials or employees, or for losses, damages, claims, costs or expenses incurred in connection with Claims related to environmental pollutants or contaminants not caused by the Gas Company.
- (b) The obligation of the Gas Company provided in subsection (a) above shall survive the termination of this Agreement.
7. Insurance The Gas Company shall deliver to the Corporation a Certificate of Insurance naming the Corporation as an additional insured evidencing a policy of commercial general liability coverage on "an occurrence basis" and containing a cross-liability clause which policy has an inclusive limit of not less than \$10,000,000.00. The aforesaid certificate must provide that the coverage will stay in force and not be amended, cancelled or allowed to lapse without 20 business days prior written notice being given to the Corporation. The aforesaid insurance coverage must remain in full force and effect during the term of this Agreement and any renewal(s) thereof.
8. Public Notification The Gas Company will give reasonable notice to the public of all major construction taking place within a highway and respond to all inquiries relative to the installation of the gas distribution system.

V. Operational

1. Pipeline Relocation If in the course of constructing, reconstructing, changing, altering or improving any highway or any municipal infrastructure located in the highway, the Corporation, acting reasonably, deems that it is necessary to take up, remove or change the location of any part of the gas distribution system, the Gas Company shall upon

notice from the Corporation remove and/or relocate within a reasonable period of time such part of the gas distribution system to a location approved by the Engineer.

2. Payment Where any part of the gas distribution system relocated in accordance with this section is located other than on a bridge, viaduct or structure, the costs of relocation shall be shared between the Corporation and the Gas Company on the basis of the total relocation costs, excluding the value of any upgrading of the gas distribution system, and deducting any contribution paid to the Gas Company by others in respect to such relocation as follows:

- (a) where the relocation is a result of highway work or conflicts in elevation with any sewer crossing(s) and occurs within two years of the installation of the portion of the gas distribution system to be relocated, the costs shall be paid 100% by the Corporation;
- (b) where the relocation is a result of highway work or conflicts in elevation with any sewer crossing(s) and occurs after the end of the second year following the installation of the portion of the gas distribution system to be relocated, but within five years, the costs shall be shared 65% by the Gas Company and 35% by the Corporation;
- (c) where the relocation is a result of highway work or conflicts in elevation with any sewer crossing(s) and occurs after the end of the fifth year following the installation of the portion of the gas distribution system to be relocated, the costs shall be paid 100% by the Gas Company; and
- (d) where the relocation is a result of any municipal infrastructure other than highway work or conflicts in elevation with any sewer crossing(s), the costs shall be paid 100% by the Corporation.

Where any part of the gas distribution system relocated in accordance with this section is located on a bridge, viaduct or structure, the Gas Company shall alter or relocate, at its sole expense, such part of the gas distribution system.

3. Disposition of Gas Distribution System

- (a) During the term of this Agreement, if the Gas Company abandons a part of its gas distribution system affixed to a bridge, viaduct or structure owned by the Corporation, the Gas Company shall, at its sole expense, remove that part of its gas distribution system affixed to the bridge, viaduct or structure.
- (b) If at any time the Gas Company abandons any part of its gas distribution system located within highways, it shall deactivate that part of its gas distribution system in the Municipality. Thereafter, the Gas Company shall have the right, but nothing herein contained shall require it, to remove that part of its gas distribution system. If the Gas Company fails to remove its gas distribution system and the Corporation requires the removal of all or any of the gas distribution system for the purpose of altering or improving a highway or in order to facilitate the construction of utility or other works in any highway, the Corporation may remove and dispose of so much of the deactivated gas distribution system as the Corporation may require for such purposes and neither

party shall have recourse against the other for any loss, costs, expenses or damage occasioned thereby.

VI. Fees and Contributions

1. Permit – Processing Costs

- (a) On or before the 31st day of December for the years 2000, 2001 and 2002, the Gas Company shall pay to the Corporation the sum of \$115,000.00 (plus HST) for professional services relating to plan review, processing of submission of drawings for installation and construction and field locates. In consideration of this payment, the Corporation will identify appropriate staff to the Gas Company to serve as the Corporation's primary contact for the Gas Company.
- (b) After December 31, 2002, the Gas Company will pay, at the time of submission of drawings for installation and construction of pipeline as set out in Article III 2.(b), a fee for the processing of the submission by the Corporation in the amount of \$6.50 (plus HST) per \$1,000 of construction value. Such fee is intended to reimburse the costs incurred by the Corporation for the reviewing of the submission, processing the necessary approvals and/or permits, record keeping and inspections.
- (c) Where the Gas Company is proposing to construct a service lateral which will not materially interfere with any municipal infrastructure or impede traffic on the relevant highway, no fee for processing the notification will be required.
- (d) Payment of the fees under this Article VI are in lieu of any municipal fees and, except to the extent provided in Articles IV 1.(b) and IV 6.(a) of this Agreement, the Gas Company shall not be required to make any other payments to the Corporation that in any way relate to the gas distribution system.

2. Training

- (a) The Gas Company will, in cooperation with and to the satisfaction of the Corporation, provide without charge to the Corporation within six weeks of the commencement of installation and construction of the gas distribution system within the Municipality, training (including refresher courses as necessary) for the municipal operations or public works staff as to the appropriate measures for excavating and working in the vicinity of gas pipelines.
- (b) The Gas Company will, in co-operation with and to the satisfaction of the Corporation, provide without charge to the Corporation within six weeks of the commencement of installation and construction of the gas distribution system within the Municipality, training (including refresher courses as necessary) for firefighting staff as to how to respond to emergencies arising in connection with the construction or operation of the gas distribution system.
- (c) The Gas Company will, in co-operation with and to the satisfaction of the Corporation, provide without charge to the Corporation within six weeks of the commencement of

installation and construction of the gas distribution system within the Municipality, training (including refresher courses as necessary) for EMO officials as to how to respond to emergencies arising in connection with the construction or operation of the gas distribution system.

3. Locations The Gas Company will provide without charge, line location services to the Corporation, together with a 24 hour 7 day emergency locate service.

VII. Miscellaneous

1. Condition of Municipal Infrastructure

- (a) The Corporation makes no representations or warranties as to the state of repair of its highways or municipal infrastructure or the suitability of same for any business, activity or purpose whatsoever and the Gas Company hereby takes the said highways or municipal infrastructure on an "as is, where is" basis. Provided, however, that this paragraph shall not in any way limit the Corporation's responsibility or liability for its own negligence or wrongful acts.
 - (b) Notwithstanding Article VII 1.(a), in the event that the Gas Company encounters any existing environmental pollutant or contaminant while installing its pipelines, the Gas Company shall, at its cost and in an environmentally responsible manner in compliance with all applicable legislation, dispose of the material it removes in the course of installing its pipelines; provided, however, that the Corporation shall indemnify the Gas Company, its agents, officers, directors and employees from and against all losses, damages, claims, costs or expenses incurred in connection with or as a result of any order, direction or notice from a governmental authority requiring the Gas Company, its agents, officers, directors or employees to monitor, remediate, repair, neutralize or otherwise address the remaining environmental pollutant or contaminant, and the Corporation shall make no Claim against the Gas Company in relation to that environmental pollutant or contaminant. The foregoing shall survive the termination of this Agreement.
2. Dispute Resolution In the event of any dispute arising out of or relating to this Agreement, the parties agree that the matter at issue shall be referred to the City Manager on behalf of the Corporation and the Manager, Operations on behalf of the Gas Company for resolution. In the event that the said City Manager and Manager, Operations cannot resolve the matter at issue, either the Corporation or the Gas Company may refer the matter at issue to the Board whose decision shall be final and conclusive. Any responsibility for costs shall be determined by the Board.
 3. Acting Reasonably The Engineer, in carrying out his functions and obligations (which shall include granting approvals) pursuant to this Agreement shall act in a reasonable manner.
 4. Most Favoured Nation The Gas Company will provide to the Corporation copies of any other licence or operating agreements entered into between the Gas Company and other municipalities situated in the Province of New Brunswick. To the extent that provisions

in such agreements are more favourable (other than the amounts set out in Article VI for professional services relating to plan review, processing of submission of drawings for installation and construction and field locates and permit processing fees) to the municipalities than the provisions in favour of the Corporation in this Agreement, the Corporation may request that the benefit of such provisions be extended to the Corporation and the Gas Company and the Corporation shall amend this Agreement accordingly. The election to adopt provisions from such other agreements shall be in the entire discretion of the Corporation but shall be made in a timely manner once the Corporation becomes aware of the provisions in such other agreements.

5. Amendments Except as herein otherwise provided, no amendment, waiver, discharge or termination of any provision of this Agreement and no waiver of any breach by any party of any provision of this Agreement shall be effective unless it is in writing, and then the amendment, waiver, discharge or termination shall be effective only in the specific instance, for the specific purpose and for the specific length of time for which it is given.
6. Notice Any notice, demand, approval, consent, information, request or other communication (hereinafter referred to as a "Notice") to be given under or in connection with this Agreement shall be in writing and shall be given by personal delivery, or by fax or other electronic communication which results in a written or printed notice being given, addressed or sent as set out below or to such other address or electronic number as may from time to time be the subject of a Notice:
 - (a) the Corporation:
The City of Saint John
P.O. Box 1971
Saint John, N.B. E2L 4L1

Attention: The Common Clerk
Tel: (506) 658-2862
Fax: (506) 658-2802
 - (b) the Gas Company:
Enbridge Gas New Brunswick Inc.
440 Wilsey Road, Suite 203
Fredericton, N.B. E3B 7G5
Attention: President
Tel: (506) 444-7773
Fax: (506) 452-2868

Any Notice, if personally delivered, shall be deemed to have been validly and effectively given and received on the date of such delivery and if sent by fax or other electronic communication with confirmation of transmission, shall be deemed to have been validly and effectively given and received on the Business Day following the day it was sent.

7. Entire Agreement This Agreement is the entire agreement between the Corporation and the Gas Company regarding the subject of this Agreement and it can be amended or

supplemented only by a document executed in writing by both the Corporation and the Gas Company.

8. Relationship

- (a) Nothing herein or any acts of, nor arrangements between, the Corporation and the Gas Company shall be construed to mean or imply that the Corporation and the Gas Company are carrying on business as a joint venture, in partnership, as principal and agent, master and servant, or any other relationship.
- (b) The Corporation acknowledges that it will not assert that a joint venture, partnership or principal and agent relationship exists between the Province of New Brunswick and the Gas Company.

9. Further Assurances Each party to this Agreement shall from time to time promptly upon the reasonable request of the other party take such action, and execute and deliver such further documents, as shall be reasonably required in order to fully perform the terms of, and carry out the intention of, this Agreement. Such action, execution or delivery shall be done at the expense of the party so requesting.

10. Assignment Neither the Corporation nor the Gas Company shall assign or transfer this Agreement or the privileges given by it without the written consent of the other party first had and obtained, and the consent shall not be unreasonably withheld, provided, however, that the Corporation acknowledges that the Gas Company is in the process of assigning its general franchise to Enbridge Gas New Brunswick Limited Partnership and agrees that no consent shall be required for the Gas Company to assign this Agreement and the privileges given by it to Enbridge Gas New Brunswick Limited Partnership. Together with any request for consent, an assignor shall provide the other party with the assignee's written confirmation that the assignee is familiar with the terms of this Agreement and agrees to be bound by the terms of this Agreement.

11. Enurement This Agreement shall enure to the benefit of and be binding upon the Corporation and the Gas Company and their respective successors and the permitted assigns.

12. Counterparts This Agreement may be executed and delivered in counterparts, each of which, when so executed and delivered, shall be deemed to be an original and such counterparts together shall constitute one and the same agreement.

13. Number and Gender Unless otherwise specified, words importing the singular include the plural and vice versa and words importing gender include all genders.

14. Governing Law This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the Province of New Brunswick and of Canada applicable therein and the Gas Company and the Corporation irrevocably submit to the jurisdiction of the Courts of New Brunswick.

15. Severability Any provision of this Agreement which is illegal, invalid or unenforceable shall not affect the legality, validity or enforceability of the remaining provisions.

16. Time of the Essence Time shall be of the essence in this Agreement.

IN WITNESS WHEREOF the parties hereto have duly executed these presents with effect from the date first above written.

THE CITY OF SAINT JOHN

by *Shirley W. Clary*
Mayor

Mary R. Mumford
Common Clerk

ENBRIDGE GAS NEW BRUNSWICK INC.

by *[Signature]*

[Signature]

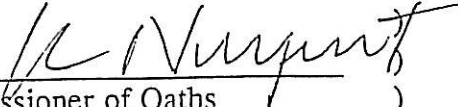
PROVINCE OF NEW BRUNSWICK


COUNTY OF SAINT JOHN

I, MARY L. MUNFORD, of the City of Saint John, in the County of Saint John and Province of New Brunswick, MAKE OATH AND SAY:-

1. THAT I am the Common Clerk of the City of Saint John and have custody of the Common Seal hereof.
2. THAT the Seal to the foregoing instrument affixed is the Common Seal of the said The City of Saint John and that it was so affixed by Order of the Common Council of the said City.
3. THAT the signature "Shirley McAlary" to the said instrument is the signature of Shirley McAlary, Mayor of the said City, and the signature "Mary L. Munford" thereto is my own signature.
4. THAT we are the proper officers to sign the foregoing instrument on behalf of The City of Saint John.

SWORN BEFORE ME at the City)
of Saint John, in the County of)
Saint John and Province of New)
Brunswick this 16th day of)
August, 2000.)
)
)
)
)
)

)
Commissioner of Oaths)
Being a Solicitor)
)
)


Mary L. Munford

COUNTY OF YORK


1. I am the Manager, Corporate Services of Enbridge Gas New Brunswick Inc. (hereinafter called the "Company"), and as such have personal knowledge of all matters sworn to herein.

2. The seal affixed to the foregoing instrument is the seal of the Company and was affixed thereto by order of the board of directors of the Company.

3. The signature "A. J. Pleckaitis" subscribed to the foregoing instrument is the signature of Arunas J. Pleckaitis who is the President of the Company and the signature "R. Marois" subscribed thereto is my signature.

4. The President and the Manager, Corporate Services are the officers of the Company duly authorized to execute the foregoing instrument.

SWORN TO BEFORE ME at the City)
of Fredericton, in the County of York)
and Province of New Brunswick, this)
14th day of August, 2000.)



Commissioner of Oaths
Being a Solicitor

Rock Marois
ROCK MAROIS

AMENDING AGREEMENT – MUNICIPAL OPERATING AGREEMENT

BETWEEN:

THE CITY OF SAINT JOHN, a body corporate by Royal Charter, confirmed and amended by Acts of the Legislative Assembly of the Province of New Brunswick (the “Corporation”), and

ENBRIDGE GAS NEW BRUNSWICK INC., a corporation incorporated under the laws of Canada (the “Gas Company”)

WHEREAS the Corporation and the Gas Company entered into a Municipal Operating Agreement (the “Agreement”) with a twenty (20) year term that commenced on August 31st, 1999; and

WHEREAS the Agreement is attached hereto as Schedule “A”; and

WHEREAS it is necessary to amend Article IV(1)(b) of the Agreement to accommodate a request from the Gas Company respecting the form of annual guarantee that it is to provide to the Corporation;

NOW, THEREFORE, the parties do hereby, and for good and valuable consideration, covenant and agree as follows:

1. Article IV(1)(b) of the Contract is hereby amended by deleting the existing provision and replacing it with the following:

Unless otherwise agreed by the parties, as guarantee against the cost of restoration of highways to the satisfaction of the Engineer, the Gas Company shall provide (at its option) to the Corporation either:

- (i) an Irrevocable Standby Letter of Credit issued by a Chartered Bank in the amount of CAD\$25,000 (to be replaced and provided annually to the Corporation); or
- (ii) a Certified Cheque issued by a Chartered Bank or a cash deposit in the amount of CAD\$25,000 (to be replenished annually by the Gas Company, if necessary, to ensure an amount of security of CAD\$25,000 is maintained)

((i) or (ii), as applicable hereinafter referred to as the “Guarantee”).

Should the Gas Company fail within a reasonable time to do any work required by Article IV 1.(a), the Corporation may do or cause such work to be done and the Gas Company shall, on demand, pay any reasonable account therefor as certified by the Engineer. Should the Gas Company fail to pay such amounts forthwith on demand, the Corporation will draw on the Guarantee to pay the sum demanded (but only to such extent). The Corporation agrees to return the Guarantee to the Gas Company as soon as practicable upon the expiration or termination of this Agreement.

DATED this _____ day of _____, 2019

THE CITY OF SAINT JOHN

By: _____
MAYOR

By: _____
COMMON CLERK

RESOLUTION DATE:

ENBRIDGE GAS NEW BRUNSWICK INC.

By: _____
PRESIDENT

COUNTY OF SAINT JOHN

1. That I am the _____ of Enbridge Gas New Brunswick Inc., a corporation incorporated under the laws of Canada.

2. That as the _____ of Enbridge Gas New Brunswick Inc. I am authorized to execute documents in the name and on behalf of same.

3. That the seal affixed to the foregoing Amending Agreement is the corporate seal of Enbridge Gas New Brunswick Inc. and was so affixed by order of the directors thereof.

4. That the signature “_____” set and subscribed to the foregoing Amending Agreement is in the proper handwriting of me, the deponent.

5. That the said signature was subscribed to the foregoing Amending Agreement and the corporate seal affixed thereto for the purpose of execution on behalf of the Enbridge Gas New Brunswick Inc.

Commissioner of Oaths
Being a Solicitor

COUNCIL REPORT

M&C No.	M&C 2019-126
Report Date	May 15, 2019
Meeting Date	May 21, 2019
Service Area	Transportation and Environment Services

His Worship Mayor Don Darling and Members of Common Council

SUBJECT: 2019 Lifeguard Service

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>Marc Doucet</i>	<i>Tim O'Reilly/ Michael Hugenholtz</i>	<i>John Collin</i>

RECOMMENDATION

Your City Manager recommends Common Council authorize the Mayor and Common Clerk execute the 2019 Lifeguard Services contract with the Canada Games Aquatic Centre as attached to M&C 2019-126.

PREVIOUS RESOLUTION

N/A

REPORT

The City of Saint John commits to providing lifeguard services seven days per week from late June until Labour Day at Dominion Park, Lily Lake, Fisher Lakes and the Little River Reservoir beaches. The Canada Games Aquatic Centre (CGAC) has successfully provided these services for multiple contracts in the past, most recently for the 2015 through 2018 seasons.

The CGAC has submitted a proposal to continue providing these services for the 2019 season from June 21st until September 3rd, 2019 for the contracted amount of \$166,776.00 plus HST. The operating hours and service levels are consistent with previous years, and the cost represents an increase of approximately 2% over 2018.

Considering the experience and qualifications of the CGAC's management and lifeguard staff, the City Parks & Recreation management staff are confident in the ability of the CGAC to execute another year of lifeguarding services.

SERVICE AND FINANCIAL OUTCOMES

Click here to enter text.

The proposed contracted amount of \$166, 776.00 plus HST falls within the 2019 Transportations and Environment Services Operating budget allocated for the provision of Lifeguard Services.

INPUT FROM OTHER SERVICE AREAS AND STAKEHOLDERS

The City's Materials Management and City Solicitor's Office were consulted in regards to proper procurement procedure and contract development.

ATTACHMENT

2019 contract for Lifeguard Services

LIFEGUARD SERVICES CONTRACT

THIS CONTRACT (the “**Contract**”) made in triplicate effective as of the [day] day of [month], 2019 (the “**Effective Date**”).

B E T W E E N :

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

OF THE FIRST PART

- AND -

SAINT JOHN AQUATIC CENTRE COMMISSION, a public body corporate and politic, incorporated pursuant to an Act of the Legislative Assembly of the Province of New Brunswick, hereinafter called the “**Aquatic Centre**”

OF THE SECOND PART

The purpose of this Contract is for the lifeguard services to provide safety supervision to the public who attend the Dominion Park, Little River Reservoir, Lily Lake (Rockwood Park) and Fisher Lake (Rockwood Park) beaches.

Common Council on [date] unanimously adopted the following resolution:

[resolution]

NOW THEREFORE THIS CONTRACT WITNESSETH that in consideration of the mutual covenants and agreements herein and subject to the terms and conditions set out in this Contract, the Parties agree as follows:

ARTICLE 1

INTERPRETATION AND GENERAL PROVISIONS

1.1 No Indemnities from the City

- (1) Notwithstanding anything else in this Contract, any express or implied reference to the City providing an indemnity or incurring any other form of indebtedness or contingent liability that would directly or indirectly increase the indebtedness or contingent liabilities of the City, whether at the time of execution of this Contract or at any time during the Term or any extensions thereof, shall be void and of no legal effect.

1.2 Entire Contract

- (1) This Contract embodies the entire agreement between the Parties and supersedes any prior understanding or agreement between the Parties relating to the subject matter hereof and in existence at the Effective Date.
- (2) The Parties agree that in entering into this Contract they have not relied upon any oral or written agreements, representations, warranties, promises, information, or understandings, express or implied, not specifically set forth in this Contract.

1.3 Severability

- (1) If any term or condition of this Contract, or the application thereof to the Parties or to any Persons or circumstances, is to any extent invalid or unenforceable, the remainder of this Contract, and the application of such term or condition to the Parties, Persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby.

1.4 Priority of Documents

- (1) In the event of a conflict or inconsistency between any provisions in this Contract and the Schedules, the main body of this Contract shall govern over the Schedules.
- (2) In the event of a conflict or inconsistency between any provisions in the Request for Proposals and the Proposals, the main body of the Request for Proposals shall govern over the Proposals.
- (3) In the event of any other conflict or inconsistency not contemplated in this section 1.4, the matter shall be referred to Dispute Resolution.

1.5 Conflict with Laws

- (1) For greater certainty, in the event of a conflict or inconsistency between any provisions of this Contract and any Applicable Laws, the Applicable Laws shall govern and prevail to the extent of such conflict or inconsistency.

1.6 Headings and Grammatical Variations

- (1) The division of this Contract into articles, sections, subsections, and paragraphs, and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Contract.
- (2) In this Contract, grammatical variations of any defined terms shall, unless the context otherwise requires, have similar meanings to such defined terms, words denoting the singular include the plural and vice versa, and words denoting any gender include all genders.

1.7 Notices

- (1) Notices shall be in writing and shall be delivered by courier or personal delivery and shall be addressed to, in the case of service upon the City, the City Address to the attention of the Common Clerk or, in the case of service upon the Aquatic Centre, to the Aquatic Centre Address to the attention of the Aquatic Centre Representative.
- (2) Notices shall be deemed to have been given in the case of courier or personal delivery one calendar day after such notice is received by the other Party. In the event of a courier disruption, notices must be given by personal delivery or by facsimile. Unless the Parties expressly agree in writing to additional methods of notice, notices may only be provided by the methods contemplated in this section.

1.8 Governing Law

- (1) This Contract shall be governed by and construed in accordance with the laws of the Province of New Brunswick and the federal laws of Canada applicable therein.

1.9 Modifications and Amendments

- (1) This Contract may not be modified or amended except by an instrument in writing signed by the Parties hereto or by their successors or permitted assigns.

1.10 Enurement

- (1) This Contract shall extend to, be binding upon and enure to the benefit of the Parties and their respective successors and permitted assigns.

1.11 **Approval**

- (1) Wherever the provisions of this Contract require or provide for an approval by the other Party or to any action or any Person, this Contract shall be deemed to provide that:
 - (a) Such request for approval shall be sent to the other Party or Person from whom such approval is requested in writing and shall:
 - (i) contain or be accompanied by any documentation or information required for such approval in reasonably sufficient detail, as determined by the party receiving the request, acting reasonably;
 - (ii) clearly set forth the matter or matters in respect of which such approval is being sought;
 - (iii) form the sole subject matter of the correspondence containing such request for approval; and
 - (iv) clearly state that such approval is being sought;
 - (b) Such approval shall be in writing;
 - (c) Such approval shall not be unreasonably or arbitrarily withheld or delayed (unless the text hereof expressly states that such approval may be unreasonably or arbitrarily withheld or shall be subject to the sole and/or absolute discretion of a Party); and
 - (d) Any Dispute as to whether or not such approval has been unreasonably withheld or delayed shall be referred to Dispute Resolution.

ARTICLE 2 TERM

2.1 **Term**

- (1) The Term of this Contract for the 2019 season will commence on the 22nd day of June, 2019 until 5:45 p.m. (Saint John time) on the 2nd day of September, 2019 (the “**Expiry Date**”), to all Beaches, unless terminated sooner by the City as provided under Article 9 of this Contract.
- (2) This Contract shall be extended on an annual basis for three consecutive seasons (2020 – 2022) conditional upon Common Council approving the budget for lifeguard services in the City’s operating budget for the corresponding year.
- (3) Subject to subsection (2), the Term of this Contract for the 2020 season will commence on the 20th day of June, 2020 until 5:45 p.m. (Saint John time) on the 7th day of

September, 2020 (the “**Expiry Date**”), to all Beaches, unless terminated sooner by the City as provided under Article 9 of this Contract.

- (4) Subject to subsection (2), the Term of this Contract for the 2021 season will commence on the day after the last day of school in June, 2021 until 5:45 p.m. (Saint John time) on the 6th day of September, 2021 (the “**Expiry Date**”), to all Beaches, unless terminated sooner by the City as provided under Article 9 of this Contract.
- (5) Subject to subsection (2), the Term of this Contract for the 2022 season will commence on the day after the last day of school in June, 2022 until 5:45 p.m. (Saint John time) on the 5th day of September, 2022 (the “**Expiry Date**”), to all Beaches, unless terminated sooner by the City as provided under Article 9 of this Contract.
- (6) The occurrence of a Force Majeure Event will not extend the Term beyond the Expiry Date.

ARTICLE 3 STATUS OF AQUATIC CENTRE

3.1 Capacity of Aquatic Centre

- (1) The Parties represents and warrants that it has the full right, power, and authority to enter into this Contract and there is no contract with any other Person which would in any way interfere with the rights of the Parties under this Contract.

3.2 Authority of Representatives

- (1) The Parties represent that their respective representatives have the authority to legally bind them to the extent permitted by Applicable Law.

3.3 No Partnership, Agency etc.

- (1) The Aquatic Centre shall have no power or authority to bind the City or to assume or create any obligation or responsibility, express or implied, on behalf of the City. The Aquatic Centre shall not hold itself out as an agent, partner or employee of the City.
- (2) Nothing in this Contract shall have the effect of creating an employment, partnership or agency relationship between the City and the Aquatic Centre (or any of the Aquatic Centre’s directors, officers, employees, agents, partners, associates, affiliates or Subcontractors).

3.4 Acts and Omissions

- (1) The Aquatic Centre acknowledges and agrees that it is liable for the acts and omissions of its directors, officers, employees, agents, partners, associates, affiliates and

Subcontractors. This paragraph is in addition to and not in derogation of any and all of the Aquatic Centre's liabilities under this Contract and under the general application of Applicable Law.

- (2) The Aquatic Centre shall advise those individuals and entities, for whom it is responsible of its obligations under this Contract and, without limiting the generality of the foregoing, shall take all appropriate action to ensure compliance with this Contract, including, without limitation, section 3.7 of this Contract.
- (3) In addition to any other liabilities of the Aquatic Centre pursuant to this Contract or otherwise at law or in equity, the Aquatic Centre shall be liable for all Claims arising from any breach of this Contract resulting from the actions of the individuals and entities, as provided in subsection 3.4(1).

3.5 No Subcontracting or Assignment

- (1) The Aquatic Centre shall not subcontract or assign the whole or any part of this Contract or any monies due under it without the prior Approval of the City (which approval may be arbitrarily withheld). Such consent shall be in the sole discretion of the City and subject to the terms and conditions that may be imposed by the City.
- (2) Without limiting the generality of the conditions which the City may require in its sole and absolute discretion prior to consenting to the Aquatic Centre's use of a Subcontractor, every contract entered into by the Aquatic Centre with a Subcontractor shall adopt all of the terms and conditions of this Contract as far as applicable to those parts of the Services provided by the Subcontractor. For greater clarity, the Aquatic Centre agrees that prior to using a Subcontractor, the Aquatic Centre shall request the Approval of the City Representative.
- (3) Nothing contained in this Contract shall create a contractual relationship between any Subcontractor or its directors, officers, employees, agents, partners, associates, affiliates or Subcontractor and the City.

3.6 Change of Control

- (1) In the event that there is a change of control in the Aquatic Centre, the Aquatic Centre shall immediately disclose such change in control to the City and shall comply with any terms and conditions subsequently prescribed by the City resulting from the disclosure.

3.7 Non-Exclusive Contract, Work Volumes

- (1) The Aquatic Centre acknowledges that it is providing the Services to the City on a non-exclusive basis and the City makes no representation regarding the volume of goods and services required (if any) under this Contract.

- (2) The City reserves the right at any time to contract with other parties for the same or similar goods and services as those provided by the Aquatic Centre and reserves the right to obtain the same or similar goods and services internally.

3.8 Remedies Cumulative

- (1) No reference to or exercise of any specific right or remedy by a Party shall prejudice or preclude such Party from exercising or invoking any other remedy, whether allowed under this Contract or generally at law or in equity, and the express provisions of this Contract as to certain rights and remedies are not to be interpreted as excluding any other or additional rights and remedies available to the City or the Aquatic Centre under this Contract or Applicable Law, or otherwise, at law or in equity.

3.9 Conflicts of Interest

- (1) The Aquatic Centre acknowledges the provisions of section 4.4 of the Request for Proposals and covenants and agrees that it shall comply with the provisions thereof as such provisions relate to the performance of the Services under this Contract.
- (2) Notwithstanding and in addition to the foregoing, the Aquatic Centre shall:
- (a) Avoid any Conflict of Interest in the performance of its contractual obligations under this Contract;
 - (b) Disclose without delay any actual or potential Conflict of Interest that arises during the performance of its contractual obligations with the City, including work done for any other party other than the City during the course of this Contract; and
 - (c) Comply with any requirements prescribed by the City to resolve any Conflict of Interest.
- (3) In addition to all other contractual rights or rights available at law or in equity, the City may, in its sole and absolute discretion, immediately terminate this Contract upon giving notice to the Aquatic Centre where:
- (a) The Aquatic Centre fails to disclose an actual or potential Conflict of Interest;
 - (b) The Aquatic Centre fails to comply with any requirements prescribed by the City to resolve a Conflict of Interest; or
 - (c) The Aquatic Centre's Conflict of Interest cannot be resolved. This paragraph shall survive any termination or expiry of this Contract.

ARTICLE 4 PERFORMANCE BY THE AQUATIC CENTRE

4.1 Commencement of Performance

- (1) The Aquatic Centre shall commence the Services on the dates and times as follows:
 - (a) Starting June 22nd, 2019 at 10:45am (Saint John time) at Dominion Park and Little River Reservoir; and
 - (b) Starting June 22nd, 2019 at 11am (Saint John time) at Lily Lake (Rockwood Park) and Fisher Lake (Rockwood Park).

4.2 Performance Warranty

- (1) The Aquatic Centre hereby represents and warrants that the Services shall be provided fully and diligently in a professional and competent manner by persons qualified and skilled in their occupations and furthermore that all Services will be provided in accordance with:
 - (a) This Contract;
 - (b) Good Industry Practice; and
 - (c) Applicable Laws.

If any of the Services, in the opinion of the City, are inadequately provided or require corrections, the Aquatic Centre shall forthwith make the necessary rectification or corrections, at its own expense, as specified by the City in a rectification notice.

4.3 No Waiver

- (1) Any failure by the City to insist in one or more instances upon strict performance by the Aquatic Centre of any of the terms or conditions of this Contract shall not be construed as a waiver by the City of its right to require strict performance of any such terms or conditions or any other terms or conditions, and the obligations of the Aquatic Centre with respect to such performance shall continue in full force and effect.

ARTICLE 5 SERVICES BY AQUATIC CENTRE

5.1 Responsibilities and Obligations of Aquatic Centre

- (1) The Aquatic Centre shall perform the Services, at all Beaches, as set out in this Contract, the RFP and Proposals, and shall ensure that Lifeguards, without limitation, shall:
 - (a) Intervene to prevent injuries in and around the aquatic environment;

- (b) Foster a good public image and adhere to professional standards;
 - (c) Meet responsibilities of varying importance in their role as Lifeguards which include to themselves, to those they protect, to fellow beach staff, to the City, and to all Beaches;
 - (d) Meet or exceed their responsibility to the City by promoting a positive and professional attitude, appearance, and behaviour, at all times;
 - (e) Meet or exceed their responsibility to those under their protection by giving them the diligent and constant supervision expected both morally and legally. As well, they must create a friendly and positive beach experience through public relations skills; and
 - (f) Meet or exceed their responsibility towards all Beaches environments by upholding Applicable Laws as far as possible within their role as Lifeguards.
- (2) The Aquatic Centre shall perform the Services under the general direction and control of Park and City Landscape Division and will be responsible for the following:
- (a) All uniforms of the Lifeguards;
 - (b) Safety and rescue equipment including
 - (i) four automatic external defibrillators with current and valid inspection sticker dates, one per each beach;
 - (ii) four thermometers for air and water, one per each beach;
 - (iii) four pocket masks, one per each beach; and
 - (iv) telecommunication and radio communication devices for all beaches.

All appropriate equipment is to be placed in a ready function and checked to ensure proper working order on a daily basis, at all Beaches.

- (3) The Aquatic Centre shall be responsible to provide a written report on any hazardous conditions, injury, accident or illness related to the Beaches, beach users, or the general public, as soon as possible to Park and City Landscape Division and will ensure that all Lifeguards are positioned in a place that allows effective surveillance of the entire swimming area.
- (4) The Aquatic Centre shall ensure the appropriate safety supervision staffing levels are chosen depending on the number of daily swimmers which will include a minimum of

three full-time lifeguards on duty, at all times, for each Beach, Monday to Sunday, for the duration of the Term of this Contract, and at least one person on staff, daily, at one of the Beach location, will be fluently bilingual in the English and French languages, and may be contacted in case of an emergency, by telecommunication and radio communication devices.

ARTICLE 6 SERVICES BY THE CITY

6.1 Responsibilities and Obligations of the City

- (1) The City, at its own expense, through Parks and City Landscape Division, shall provide the following items, on all Beaches, on the 22nd day of June, 2019, and will pick up the said items, on or after the 2nd day of September, 2019 as follows:
 - (a) Lifeguard(s) chair(s) [number to be determined by Parks and City Landscape Division];
 - (b) Signage which include beach hours, lifeguard on/off duty and beach rules;
 - (c) Access to locked storage area of equipment;
 - (d) Shelter and toilet facilities for Lifeguards and the general public;
 - (e) Keys for various Beaches;
 - (f) Shovels [number to be determined by Parks and City Landscape Division];
 - (g) Four first aid kits and contents;
 - (h) Eight rescue cans;
 - (i) Four rescue paddleboards;
 - (j) Four paddleboard stands;
 - (k) Four sets of buoys lines;
 - (l) Four binoculars;
 - (m) Four megaphones;

- (n) Four spinal boards with head immobilization units;
 - (o) Four cervical collars; and
 - (p) Splints.
- (2) The City, at its own expense, through Parks and City Landscape Division, will be responsible to arrange physical maintenance of the Beaches including grass cutting, sand quality, and garbage pickup, and ensuring with the supplier, the cleanness of portable toilets, or any other additional maintenance and upkeep of the Beaches as agreed between the Parties.

ARTICLE 7 PAYMENT FOR SERVICES

7.1 Payment According to Contract

- (1) The City shall be required to pay the Aquatic Centre for the Services provided in accordance with the provisions of this Contract at the Fees established under this Contract.
- (2) For the 2019 season, the City shall pay the Aquatic Centre the amount of \$166,776.00 plus HST as per the following payment schedule:

Anticipated Payment Date	Amount
June 11, 2019	\$41,694.00 plus HST
July 1, 2019	\$41,694.00 plus HST
August 1, 2019	\$41,694.00 plus HST
September 1, 2019	\$41,694.00 plus HST

- (3) In the event this Contract is extended as provided under subsection 2.1(2) for the 2020 season, the City shall pay the Aquatic Centre the amount of \$170,111.52 plus HST as per the following payment schedule:

Anticipated Payment Date	Amount
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June 11, 2020	\$42,527.88 plus HST
July 1, 2020	\$42,527.88 plus HST
August 1, 2020	\$42,527.88 plus HST
September 1, 2020	\$42,527.88 plus HST

- (4) In the event this Contract is extended as provided under subsection 2.1(2) for the 2021 season, the City shall pay the Aquatic Centre the amount of \$173,513.75 plus HST as per the following payment schedule:

Anticipated Payment Date	Amount
June 11, 2021	\$43,378.44 plus HST
July 1, 2021	\$43,378.44 plus HST
August 1, 2021	\$43,378.44 plus HST
September 1, 2021	\$43,378.44 plus HST

- (5) In the event this Contract is extended as provided under subsection 2.1(2) for the 2022 season, the City shall pay the Aquatic Centre the amount of \$176,984.00 plus HST as per the following payment schedule:

Anticipated Payment Date	Amount
June 11, 2022	\$44,246.00 plus HST
July 1, 2022	\$44,246.00 plus HST
August 1, 2022	\$44,246.00 plus HST
September 1, 2022	\$44,246.00 plus HST

- (6) No payment hereunder shall be construed as an acceptance or approval of incomplete, defective or improper performance by the Aquatic Centre of any of its obligations under this Contract, nor shall it operate to relieve the Aquatic Centre from the performance of any of its obligations under this Contract which have not been performed.

7.2 Hold Back and Set-Off

- (1) The City may hold back payment or set-off against any payment to the Aquatic Centre hereunder if, in the opinion of the City, acting reasonably, the Aquatic Centre has failed to comply with any requirements of this Contract, and the Aquatic Centre shall not suspend or terminate the provision of any Services or the performance of its obligations hereunder in respect of any such hold back or set-off of payment.

7.3 No Other Expenses

- (1) There shall be no other charges payable by the City under this Contract to the Aquatic Centre other than the Fees established under this Contract unless such charges and/or rates are first Approved by the City.

7.4 Taxes and Duties

- (1) Unless otherwise stated, the Aquatic Centre shall pay all applicable taxes, including sales and excise taxes incurred by or on the Aquatic Centre's behalf with respect to this Contract.

7.5 HST Status

- (1) The City is subject to the Harmonized Sales Tax. If the City becomes exempt from payment of Harmonized Sales Tax, the City will provide the Aquatic Centre with a certification that the Services are required for the use of the City and are therefore not subject to the Harmonized Sales Tax.

7.6 Withholding Tax

- (1) The City shall withhold any applicable withholding tax from amounts due and owing to the Aquatic Centre under this Contract and shall remit it to the appropriate government in accordance with applicable tax laws.

7.7 No Late Payment Charges

- (1) The City will endeavour to pay invoices when due to the Aquatic Centre, but shall not be required to pay interest on any late payments.

7.8 Document Retention and Audit

- (1) For seven years following the expiration of the Term, the Aquatic Centre shall maintain all necessary records to substantiate:
 - (a) All charges and payments under this Contract;
 - (b) That the Services were provided in accordance with this Contract and with Applicable Law. During the Term, and for seven years following the Expiry Date, the Aquatic Centre shall permit and assist the City in conducting audits of the operations of the Aquatic Centre to verify paragraphs (a) and (b) hereof; and
 - (c) The City shall provide the Aquatic Centre with at least ten Business Days prior notice of its requirement for such audit. The Aquatic Centre's obligations under this section shall survive any termination or expiry of this Contract.

ARTICLE 8 INSURANCE AND INDEMNITY

8.1 Aquatic Centre Liability Insurance

- (1) The Aquatic Centre shall obtain and maintain, at its own cost and expense, at all times during the Term of the Contract or any extension or prolongation thereof, the following insurance policies:
 - (a) Commercial General Liability Insurance against claims arising out of operations and activities in connection with Services or other work performed by the Aquatic Centre or any of its controlled affiliates under this Contract, covering bodily injury (including death), property damage, including loss of use of property without physical damage, and personal injury. This insurance shall cover injury, loss or damage arising out of all Services or any other work under this Contract, performed by the Aquatic Centre and any of its controlled affiliates involved in performing services or other work under this Contract and shall include 12 months completed operations coverage after completion of the Services or other work performed under this Contract. This insurance shall be written on an occurrence basis and shall provide coverage for premises, operations, broad form property damage, contractual liability, employer's liability and non-owned automobile insurance and shall include cross liability and severability of interests provisions with respect to insureds under the policy or policies. The policy or policies will include the City and the City's agencies and their respective councillors, commissioners, board members, officers and employees as insureds or additional insureds with respect to liabilities arising out of the Services and other work of the Aquatic Centre, its controlled affiliates performing services or other work on its behalf and other persons performing services or other work under this Contract

for whom the Aquatic Centre or any of its controlled affiliates is responsible at law. This insurance may be organized as any combination of primary, umbrella and/or excess liability insurance and shall be subject to a limit of not less than five million dollars any one accident or occurrence subject to a general aggregate limit of not less than five million dollars any one annual period.

- (b) Automobile Liability Insurance covering owned, leased or operated licensed motor vehicles used in connection with the Services and any other work of the Aquatic Centre and any of its controlled affiliates involved in performing services or other work under this Contract on behalf of the Aquatic Centre. This insurance may be organized as any combination of primary, umbrella and excess liability insurance policies and shall be subject to a limit not less than two million dollars combined single limit for injury, death or property damage resulting from each accident or occurrence.
- (2) The insurance policies placed or caused to be placed by the Aquatic Centre pursuant to Article 8 will operate as primary insurance with respect to the Services or any other work under this Contract by the Aquatic Centre and its controlled affiliates involved in performing services or other work under this Contract on behalf of the Aquatic Centre or, at the sole and unfettered discretion of the Aquatic Centre, any Subcontractors or other Persons performing services or any other work under this Contract on behalf of the Aquatic Centre.

8.2 Aquatic Centre Indemnity

- (1) The Aquatic Centre shall indemnify and save harmless the City from all Claims, or other Proceedings by whomsoever claimed, made, brought or prosecuted in any manner and whether in respect of property owned by others or in respect of damage sustained by others based upon or arising out of or in connection with the performance of this Contract or anything done or purported to be done in any manner hereunder, but only to the extent that such Claims, or other Proceedings are attributable to and caused by the Aquatic Centre's negligence, errors or omissions or that of its controlled affiliates or other Persons for whom it is responsible at law.
- (2) In no event will the Aquatic Centre be obligated to indemnify the City in any manner whatsoever in respect of any Claims caused by the negligence, errors or omissions of the City, or any Person for whom the City is responsible.

8.3 Participation in Proceedings

- (1) The Aquatic Centre shall, at its expense, to the extent requested by the City, participate in or conduct the defence of any Proceeding against any Indemnified Parties referred to in this Article 8 and any negotiations for their settlement.

- (a) The City may elect to participate in or conduct the defence of any such Proceeding by notifying the Aquatic Centre in writing of such election without prejudice to any other rights or remedies of the City under this Contract, at law or in equity.
- (b) Each Party participating in the defence shall do so by actively participating with the other's legal counsel. No settlement shall be entered into by the Aquatic Centre unless it has obtained the prior Approval of the City. If the Aquatic Centre is requested by the City to participate in or conduct the defence of any such Proceeding, the City agrees to co-operate with and assist the Aquatic Centre to the fullest extent possible in the Proceedings and any related settlement negotiations. If the City conducts the defence of any such Proceedings, the Aquatic Centre agrees to co-operate with and assist the City to the fullest extent possible in the Proceedings and any related settlement negotiations.

8.4 Extent of this Section

- (1) Nothing in this Article 8 shall be construed as limiting in any way, the indemnification provision contained in this Contract, or the extent to which the Aquatic Centre may be held responsible for payments of damages to Persons or property.

ARTICLE 9 TERMINATION AND DEFAULT

9.1 Termination for Default

- (1) The City will have the right to immediately terminate this Contract upon giving notice to the Aquatic Centre where:
 - (a) The Aquatic Centre makes an assignment for the benefit of its creditors, is declared bankrupt or commits an act of bankruptcy, becomes insolvent, makes a proposal or otherwise takes advantage of provisions for relief under the Bankruptcy and Insolvency Act (Canada) or similar legislation in any jurisdiction, or any other type of insolvency proceedings being commenced by or against the Aquatic Centre under the Bankruptcy and Insolvency Act (Canada) or similar legislation.
 - (b) The Aquatic Centre's default in performing and observing any of the terms, covenants, warranties or conditions of this Contract.
 - (c) The Aquatic Centre breaches the Conflict of Interest provision in this Contract.

- (d) In the City's reasonable opinion, the Aquatic Centre prior to or after executing this Contract makes a material misrepresentation or omission or provides materially inaccurate or misleading information to the City.
- (e) The Aquatic Centre undergoes a change of control which, in the reasonable opinion of the City, adversely affects the Aquatic Centre's ability to satisfy some or all of its obligations under this Contract.
- (f) The Aquatic Centre subcontracts for the provision of part or all of the Services or assigns this Contract without first obtaining the Approval of the City.
- (g) In the City's reasonable opinion, the Aquatic Centre's acts or omissions constitute a substantial breach of the Aquatic Centre's obligations under this Contract.

9.2 Rectification

- (1) Where the Aquatic Centre fails to comply with any of its obligations under this Contract, the City may issue a rectification notice to the Aquatic Centre setting out the manner and time-frame for rectification. Within seven calendar days of receipt of that notice, the Aquatic Centre shall either:
 - (a) Comply with that rectification notice; or
 - (b) Provide a rectification plan satisfactory to the City.

If the Aquatic Centre fails to either comply with that rectification notice or provide a satisfactory rectification plan, the City may immediately terminate this Contract. Where the Aquatic Centre has been given a prior rectification notice, any subsequent non-compliance by the Aquatic Centre in respect of such obligations shall allow the City to immediately terminate this Contract.

9.3 Termination on Notice

- (1) The City reserves the right to terminate this Contract, without cause, upon five calendar days' prior written notice to the Aquatic Centre.

9.4 Obligations on Termination

- (1) The Aquatic Centre shall, following the giving of a notice of termination by the City hereunder or upon expiry of the terms, in addition to its other obligations under this Contract and at law:
 - (a) Provide the City with a report detailing:
 - (i) The current state of the provision of Services by the Aquatic Centre at the date of termination; and

- (ii) Any other information requested by the City pertaining to the provision of the Services and performance of this Contract;
 - (b) Execute such documentation as may be required by the City to give effect to the termination of this Contract; and
 - (c) Comply with any other instructions provided by the City, including but not limited to, instructions for facilitating the transfer of its obligations to another Person.
- (2) Upon early termination of this Contract and settlement of accounts, or upon completion of the Aquatic Centre's obligations under this Contract, all items listed in subsection 6.1(1) or any other item belonging to the City and under the control of the Aquatic Centre, or Persons, or their agents, or Subcontractors, shall forthwith be delivered to the Parks and City Landscape Division by the Aquatic Centre.

9.5 Payment upon Termination

- (1) The City shall only be responsible for the payment of the Services provided under this Contract up to and including the effective date of any termination. Termination shall not relieve the Aquatic Centre of its warranties and other responsibilities relating to the Services performed or money paid.
- (2) In addition to its other rights of hold back or set-off, the City may hold back payment or set-off against any payments owed if the Aquatic Centre fails to comply with its obligations on termination. For greater certainty, under no circumstances shall the Aquatic Centre be entitled to payment from the City for or in respect of any foregone or projected profits, revenue, or income or other indirect or consequential losses or damages resulting or arising directly or indirectly from any termination of this Contract.
- (3) Without limiting the generality of this Article 9, the Aquatic Centre shall indemnify the City for, and hold it harmless against, all additional costs, charges and expenses incurred by the City as a consequence of a breach by the Aquatic Centre of its obligations hereunder, including without limitation, all costs incurred by the City in connection with the operation and maintenance of the Beaches relating to the Services.

9.6 Rights and Remedies

- (1) The express rights of termination in this Contract are in addition to and shall in no way limit any rights or remedies of the City under this Contract or Applicable Laws or otherwise, at law or in equity.

ARTICLE 10 DISPUTE RESOLUTION

10.1 Dispute Resolution Procedure

- (1) The Parties shall attempt to negotiate all Disputes in good faith.
- (2) In the event the Parties are unable through good faith negotiations to mutually resolve any Dispute, controversy or Claim arising out of, in connection with, or in relation to the interpretation, performance or breach of this Contract, such Dispute, controversy or Claim shall be referred to Dispute Resolution in accordance with **Schedule 2**.

10.2 Retention of Rights

- (1) It is agreed that no act by either Party shall be construed as a renunciation or waiver of any rights or recourses provided either Party has given the notices required under this Article 10 and has carried out with the instructions as provided in **Schedule 2 – Section A – Referral to Senior Management**.
- (2) Nothing in this Article 10 shall be construed in any way to limit a Party from asserting any statutory right to a lien under applicable lien legislation of the jurisdiction of Saint John and the assertion of such right by initiating judicial proceedings is not to be construed as a waiver of any right that either Party may have under **Schedule 2 – Section B – Mediation**, to proceed by way of arbitration to adjudicate the merits of the claim upon which such a lien is based.

ARTICLE 11 MISCELLANEOUS PROVISIONS

11.1 Survival of Obligations

- (1) All of the obligations, representations, and warranties of a Party accruing hereunder during the existence of this Contract, or any renewal, or extension thereof, shall survive the termination or expiration of the Term.

11.2 Time

- (1) This Contract shall not be enforced or bind any of the Parties, until executed by all the Parties named in it.

11.3 Further Acts

- (1) The Parties shall at all times and from time to time hereafter and upon every reasonably written request to do so, make, do, execute, deliver or cause to be made, done, executed and delivered all such further acts, deeds, assurances and things as may be required to more effectively implement and carry out the true intent and meaning of this Contract.

11.4 Counterparts

- (1) This Contract may be executed in any number of counterparts. Any Party may send a copy of its executed counterpart to the other Party hereto by facsimile transmission or by electronic mail instead of delivering a signed original copy of such counterpart. Each executed counterpart (including each copy sent by facsimile transmission or electronic mail) shall be deemed to be an original and all such executed counterparts taken together shall constitute one and the same agreement, and notwithstanding the date of execution shall be deemed to bear the same date as written above on this Contract.

ARTICLE 12 DEFINED TERMS

12.1 Definitions

When used in this Contract, the following words or expressions have the following meanings:

- (1) **Applicable Law** means all applicable requirements, laws, statutes, codes, acts, ordinances, orders, decrees, injunctions, by-laws, rules, regulations, official plans, permits, licences, authorisations, directions, and agreements with all Governmental Authorities that now or at any time hereafter may be applicable to either this Contract or the Services or any part of them; and **Applicable Laws** shall have a corresponding meaning.
- (2) **Approval** or **Approved** and similar expressions means approval or consent in accordance with the procedures set out in section 1.11 unless otherwise provided herein.
- (3) **Aquatic Centre Address** means 50 Union Street, Saint John, New Brunswick, E2L 1A1, Telephone: 506.658.2991, Fax: 506.658.4730.
- (4) **Aquatic Centre Representative** means a person designated by the Aquatic Centre with duly vested authority to act on behalf of the Aquatic Centre.
- (5) **Beaches** means, collectively, the beaches at Dominion Park, Little River Reservoir, Fisher Lake (Rockwood Park), and Lily Lake (Rockwood Park); and **Beach** means any one of them.
- (6) **Business Day** means a day other than a Saturday, Sunday, or statutory holiday under the laws of Canada or the Province of New Brunswick or a civic holiday proclaimed by the City.
- (7) **Change in Law** means the coming into effect or repeal (without re-enactment or consolidation) in New Brunswick of any Applicable Laws, or any amendment or variation of any Applicable Laws, including any judgment of a relevant court of law, board, arbitrator or administrative tribunal, which changes binding precedent in New Brunswick in each case after the date of this Contract.
- (8) **City** means The City of Saint John, New Brunswick.
- (9) **City Address** means 15 Market Square, City Hall Building, 8th Floor, Saint John, New Brunswick, E2L 4L1, Attention: Common Clerk, Telephone: 506.658.2862, Facsimile: 506.674.4214.

- (10) **City Manager** means the city manager of the City appointed by resolution by Common Council, or his designate.
- (11) **Claim** means any actual or threatened loss, liability, cost, charge, interest, claim, demand, allegation, action, cause of action, proceeding, suit, assessment, reassessment, proposed assessment or reassessment, damage, demand, expense, levy, tax, duty, judgment, award, fine, charge, deficiency, penalty, court proceeding or hearing cost, amount paid in settlement, Encumbrance, and/or tangible and intangible property right (including all costs and expenses relating to the foregoing, including legal and other professional adviser and expert fees and expenses), and whether arising by contract, at common or statute law, in tort (including negligence and strict liability), in equity, in property or otherwise of any kind or character howsoever, and howsoever arising; and **Claims** means any one of them.
- (12) **Common Clerk** means the common clerk or the assistant common clerk of the City appointed by resolution by Common Council.
- (13) **Common Council** means the elected municipal council of the City.
- (14) **Conflict of Interest** includes, but is not limited to, any situation or circumstance where in relation to the performance of its contractual obligations in this Contract, the Aquatic Centre's other commitments, relationships or financial interests:
- (a) Could or could be seen to exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgment; or
 - (b) Could or could be seen to compromise, impair or be incompatible with the effective performance of its contractual obligations.
- (15) **Contract** means this contract, including all Schedules and any other schedule attached at the time of execution and any amendments executed in accordance with the terms and conditions of this Contract.
- (16) **Dispute** means any dispute, controversy, Claim(s), disagreement or failure to agree arising out of, in connection with, or relating to the interpretation, performance or application of the Contract; and **Disputes** means any one of the foregoing.
- (17) **Dispute Resolution** has the meaning ascribed thereto in the Dispute Resolution Procedure.
- (18) **Dispute Resolution Procedure** means those dispute resolution procedures ascribed thereto in **Schedule 2**.
- (19) **Encumbrance** means any mortgage, lien, pledge, judgment, execution, charge, security interest, restriction, claim or encumbrance of any nature whatsoever.

- (20) **Expiry Date** has the meaning ascribed thereto in subsections 2.1(1), 2.1(3), 2.1(4) and 2.1(5).
- (21) **Fees** means the firm price, in Canadian funds, to be charged for the applicable Services, as set out in **Article 7**, representing the amounts chargeable by the Aquatic Centre for the provisions of the Services, including but not limited to:
- (a) All applicable duties and taxes, excluding Harmonized Sales Tax;
 - (b) All labour and material costs;
 - (c) All insurance costs; and
 - (d) All other overhead including any fees or other charges required by law.
- (22) **Good Industry Practice** means the exercise by those Persons performing the Services of that degree of skill, diligence, prudence, operating practice, and foresight which would reasonably and ordinarily be expected from a Person seeking in good faith to comply with their contractual obligations under this Contract who is experienced in carrying out services and works comparable in size, scope, and complexity to the Services within Canada.
- (23) **Governmental Authority** means each national, federal, provincial, municipal, local or other government, each governmental, regulatory, administrative, judicial, quasi-judicial or other agency, body, department, corporation, authority, commission, instrumentality, regulatory body, board, panel, court, arbitrator or other entity and any successor thereto, exercising executive, legislative, judicial, quasi-judicial, taxing, regulatory or administrative powers or functions of or pertaining to government or judiciary, and each private regulatory entity, self-regulatory organization or other similar Person having jurisdiction or purporting to have jurisdiction (in whole or in part), in Canada and in any other relevant jurisdiction, in respect of the Parties, the Contract, and the Services; **Governmental Authorities** has a corresponding meaning.
- (24) **Harmonized Sales Tax** means the harmonized sales tax or the tax imposed under Part IX of the Excise Tax Act (Canada) or any other federal sales tax, consumption tax, excise tax, value added tax, business transfer tax or other tax that can reasonably be regarded as a substitute or replacement for the harmonized sales tax or the tax imposed under the Excise Tax Act (Canada) (the “**HST/GST**”) properly exigible in respect of the Services pursuant to this Contract.
- (25) **Indemnified Parties** means the City, its officers, directors, employees, agents, boards, commissions or independent contractors.
- (26) **Lifeguards** mean those persons who are 16 years old or older, holding a current lifeguard training waterfront certificate, a current standard First Aid and CPR/AED

certificate(s) and are designated by the Aquatic Centre to safeguard swimmers, and in addition, they must be Physically Fit.

- (27) **Party** individually means the City or the Aquatic Centre; and **Parties** means the City and the Aquatic Centre, respectively.
- (28) **Person** means any individual, corporation, firm, partnership, joint venture, trust, unincorporated organization, commission, board, Governmental Authority, unincorporated body of Persons or association and any other entity having legal capacity, and the heirs, beneficiaries, executors, administrators or other legal representatives of a Person in such capacity; and **Persons** means any one of them.
- (29) **Physically Fit** means a person who has met the requirements of a physical fitness screening test prior to the season, approved by the Aquatic Centre.
- (30) **Proceeding** means any Claim; and **Proceedings** shall have a corresponding meaning.
- (31) **Proposals** means the Technical Proposal and the Financial Proposal, respectively.
- (32) **Schedules** means the following schedules attached to and forming an integral part of this Contract:
 - a. Schedule 1 (Schedule of Terms of Reference and Supplementary Provisions);
 - b. Schedule 2 (Dispute Resolution Procedure).
- (33) **Services** means those lifeguard services as set forth in this Contract and include the responsibility to continuously observe the activities of patrons to ensure their safety, at all Beaches, during the business hours as set out in **Schedule 1**, including without limitation the deliverables as set forth in the RFP, Part 2 – The Deliverables.
- (34) **Subcontractor** is a Person or entity, other than the Aquatic Centre, having direct agreement with the Aquatic Centre to perform any part or parts under this Contract on behalf of the Aquatic Centre; and **Subcontractors** shall have a corresponding meaning.
- (35) **Term** has the meaning ascribed thereto in Article 2 of this Contract.

IN WITNESS WHEREOF the Parties hereto have caused these presents to be executed by the City of Saint John has caused this Contract to be executed in its corporate name in the manner prescribed by the Municipalities Act (New Brunswick), and amendments thereto, and Saint John Aquatic Centre Commission, have caused their corporate seals to be affixed as of the day and year first above written.

SIGNED, SEALED & DELIVERED

in the presence of:

The City of Saint John

Mayor

Common Clerk

Common Council Resolution:

June 4th, 2018

Saint John Aquatic Centre Commission

Per:

Witness

President

I have authority to bind the Aquatic Centre

PROVINCE OF NEW BRUNSWICK

COUNTY OF SAINT JOHN

I, **JONATHAN TAYLOR**, of the Town of Quispamsis, in the County of Kings, and Province of New Brunswick, **MAKE OATH AND SAY:**

1. THAT I am the Common Clerk of the City of Saint John and have custody of the Common Seal hereof.
2. THAT the Seal to the foregoing instrument affixed is the Common Seal of the said The City of Saint John and that it was affixed by resolution of the Common Council of the said City.
3. THAT the signature "Don Darling" to the said instrument is the signature of W. Donald Darling, Mayor of the said City, and the signature "Jonathan Taylor" thereto is my own signature.
4. THAT we are the proper officers to sign the foregoing instrument on behalf of The City of Saint John.

SWORN TO before me at Saint John,)
 in the County of Saint John and)
 Province of New Brunswick the ____)
 day of June, 2018.)

 Jonathan Taylor

 Commissioner of Oaths
 Being a Solicitor

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SCHEDULE 1**SCHEDULE OF TERMS OF REFERENCE
AND SUPPLEMENTARY PROVISIONS**

The Aquatic Centre agrees to deliver the following lifeguard services as follows:

- (1) The Aquatic Centre shall be responsible for lifeguard services and to provide safety supervision to the public who attend the Dominion Park, Little River Reservoir, Lily Lake (Rockwood Park) and Fisher Lake (Rockwood Park) beaches.
- (2) The Aquatic Centre shall ensure that a minimum of three full-time Lifeguards are on duty, at all times, for each Beach, Monday to Sunday, for the Term of this Contract, at the following hours (Saint John time):
 - (a) Dominion Park from 10:45 a.m. to 5:45 p.m.;
 - (b) Little River Reservoir from 10:45 a.m. to 5:45 p.m.;
 - (c) Lily Lake (Rockwood Park) from 11:00 a.m. to 5:30 p.m.; and
 - (d) Fisher Lake (Rockwood Park) from 11:00 a.m. to 5:30 p.m.
- (3) The Aquatic Centre shall ensure that all Lifeguards have the following certifications:
 - (a) Current lifeguard training NLS or Red Cross lifeguard waterfront certificate;
 - (b) Current standard First Aid certificate;
 - (c) Current standard CPR/AED certificates.
- (4) The Aquatic Centre shall ensure that all Lifeguards have been designated by the Aquatic Centre to safeguard swimmers; be 16 years of age or older; and be Physically Fit to the extent required by the nature of the duties of the positions.
- (5) The Aquatic Centre shall perform the deliverables under the general direction and control of Parks and City Landscape Division and shall be responsible for all uniforms of the Lifeguards; safety and rescue equipment including four automatic external defibrillators with current and valid inspection sticker dates, one per each Beach; four thermometers for air and water, one per each Beach; four pocket masks, one per Beach; and telecommunication and radio communication devices for all Beaches.

- (6) The Aquatic Centre shall be responsible to provide a written report on any hazardous conditions, injury, accident or illness related to the Beaches, beach users, or the general public, as soon as possible to Parks and City Landscape Division and shall ensure that all Lifeguards are positioned in a place that allows effective surveillance of the entire swimming area.
- (7) The Aquatic Centre shall ensure that at least one person on staff, Monday to Sunday, at one of the Beach location, will be fluently bilingual in the English and French languages, and may be contacted in case of an emergency, by telecommunication and radio communication devices.
- (8) It is expected that the scope of services to be provided will include, but not be limited to:
 - (a) Intervene to prevent injuries in and around the aquatic environment;
 - (b) Foster a good public image and adhere to professional standards;
 - (c) Meet responsibilities of varying importance in their role as lifeguards which include to themselves, to those they protect, to fellow beach staff, to the City, and to all Beaches;
 - (d) Meet or exceed their responsibility to the City by promoting a positive and professional attitude, appearance, and behaviour, at all times;
 - (e) Meet or exceed their responsibility to those under their protection by giving them the diligent and constant supervision expected both morally and legally. As well, they must create a friendly and positive beach experience through public relations skills; and
 - (f) Meet or exceed their responsibility towards the beach environment by upholding applicable laws as far as possible within their role as lifeguards.
- (9) The Aquatic Centre shall ensure that all Lifeguards services provided throughout the Term of this Contract are consistent with current Canadian and New Brunswick standards and practices.
- (10) The above description of the deliverables is not an exhaustive list and is to be used as a guide, in combination with good legal judgment and standards in lifeguard services.

SCHEDULE 2**DISPUTE RESOLUTION PROCEDURE****A. Referral to Senior Management**

- (1) All Disputes arising out of, or in connection with this Contract, or in respect of any legal relationship associated with or derived from this Contract, shall within two calendar days of notice from one Party to the other be referred for resolution to the City Manager and the Aquatic Centre Representative.
- (2) If the City Manager and Aquatic Centre Representative are not able to resolve the Dispute referred to them under this section A within seven calendar days following such referral, the matter shall be referred for resolution by way of mediation upon the willingness of the Parties.

B. Mediation

- (1) Either Party may apply to a court of competent jurisdiction or other competent authority for interim measures of protection at any time.
- (2) If the Parties resolve to mediate the Dispute referred to them under subsection A.(2) of this Contract, the Parties shall invoke the following mediation process:
 - (a) Either Party shall immediately declare an impasse and provide written notice to the other within seven calendar days thereof (or such other period as the Parties mutually prescribe) declaring that such Party wishes to proceed to mediation and setting out in reasonable detail the issue(s) to be resolved, the proposed time and a list of at least three and not more than five proposed mediators. Each of the proposed mediators shall be an individual:
 - (i) with at least ten years' experience working in an executive capacity or representing clients in the area of public disputes and/or the related field of the Dispute; and
 - (ii) unless otherwise agreed by the Parties, with no prior connection, affiliation or other formal relationship with either Party.
 - (b) Upon receipt of such notice, the notified Party shall have two calendar days to select one of the proposed mediators as the mediator, failing which the Party

providing notice shall select one of its proposed mediators as the mediator. Within ten calendar days following selection of the mediator the matter shall be heard by the mediator; and

- (c) The mediator shall be entitled to establish his or her own practices and procedures. Each Party shall co-operate fully with the mediator and shall present its case to the mediator orally and/or in writing within ten calendar days following the mediator's appointment. The mediation shall not be in the nature of arbitration as contemplated by the Arbitration Act (New Brunswick), and the mediator's decision shall not be binding upon the Parties, but shall be considered as a bona fide attempt by the mediator to judiciously resolve the Dispute. The decision of the mediator shall be rendered in a written report, not to exceed two pages in length, delivered to the Parties within ten calendar days following the last of such presentations. The fees of the mediator shall be shared equally by the Parties.
- (3) The mediation shall be terminated:
- (a) By the execution of a settlement agreement by the Parties; or
 - (b) By a written declaration of one or more of the Parties that the mediation is terminated; or
 - (c) By a written declaration by the mediator that further efforts at mediation would not be useful.
- (1) The place of mediation shall be the City of Saint John and Province of New Brunswick.

C. Arbitration

- (1) In the event that the Parties are unwilling to mediate their Dispute or that the Dispute between the Parties remains unresolved after mediation has been attempted in good faith, then either the City or the Aquatic Centre, upon written notice to the other, shall refer the Dispute for determination to a Board of Arbitration (the "**Tribunal**") consisting of three persons, one chosen by and on behalf of the City, one chosen by and on behalf of the Aquatic Centre, and the third chosen by these two.
- (2) In case of failure of the two arbitrators appointed by the Parties hereto to agree upon a third arbitrator, such third arbitrator shall be appointed by a Judge of the Court of Queen's Bench of New Brunswick. The arbitrators shall have at least ten years' experience working in an executive capacity or representing clients in the area of public disputes and/or the related field of the Dispute.
- (3) No one shall be appointed or act as arbitrator who is in any way interested, financially or otherwise, in the conduct of the work or in the business or other affairs of either Party.

- (4) Notwithstanding the provisions of the Arbitration Act (New Brunswick), the Tribunal, upon such terms as are deemed by it to be appropriate, may allow either Party to amend or supplement its claim, defence or reply at any time prior to the date at which the Parties have been notified of the arbitration hearing date, unless the Tribunal considers the delay in amending or supplementing such statements to be prejudicial to a Party. The Tribunal will not permit a Party to amend or supplement its claim, defence or reply once the arbitration hearing has been scheduled.
- (5) The Tribunal may encourage settlement of the Dispute and, with the written agreement of the Parties, may order that mediation, conciliation or other procedures be used by the Parties at any time during the arbitration proceedings to encourage settlement.
- (6) If, during the arbitration proceedings, the Parties settle the Dispute, the Tribunal shall, upon receiving confirmation of the settlement or determining that there is settlement, terminate the proceedings and, if requested by the Parties, record the settlement in the form of an arbitration award on agreed terms.
- (7) Subject to subsection C.(8), any determination made by the Tribunal shall be final and binding upon the Parties and the cost of such determination shall be apportioned as the Tribunal may decide.
- (8) Either Party may appeal an arbitration decision to The Court of Queen's Bench of New Brunswick: (i) on a question of law; or (ii) on a question of fact; or (iii) on a question of mixed fact and law.
- (9) The place of arbitration shall be the City of Saint John and Province of New Brunswick and the provisions of the Arbitration Act (New Brunswick), shall apply to the arbitration.

COUNCIL REPORT

M&C No.	2019-123
Report Date	May 10, 2019
Meeting Date	May 21, 2019
Service Area	Finance and Administrative Services

His Worship Mayor Don Darling and Members of Common Council

SUBJECT: Fleet Replacement Procurement – May 2019

OPEN OR CLOSED SESSION

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

AUTHORIZATION

Primary Author(s)	Commissioner/Dept. Head	City Manager
<i>Kevin Loughery / Chris Roberts / Joe Armstrong</i>	<i>Kevin Fudge / Ian Fogan / Kevin Clifford</i>	<i>John Collin</i>

RECOMMENDATION

It is recommended that Common Council award the purchase of one (1) 2020 E-One Typhoon Rescue Pumper at a total cost of \$671,978.89 plus HST to Techno Feu Inc.

EXECUTIVE SUMMARY

The City manages a fleet of 14 fire apparatus utilized by the Saint John Fire Department.

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

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

The rescue pumper in this recommendation is to replace unit 020, a 2000 Spartan Pumper with an ORP index of 35.

The lifetime maintenance cost for unit 020 is \$339,658.34 with \$75,464.70 representing the last two years of use.

The total lifetime maintenance cost for this unit is quickly approaching the initial purchase price and the escalating maintenance costs are expected to continue with continued operation. The tentative delivery date on the new rescue pumper is 56 weeks.

The specifications developed for this proposed replacement are like for like and align with our existing fleet, to ensure ease of transition and training for staff and the selection process was completed through a blind scoring RFP process. The selected equipment had both the highest technical score and overall score once the purchase price was factored in. This proposed replacement is to be equipped with a stainless steel body which is expected to extend the life cycle compared to unit 020 which had an aluminum body. It is anticipated, this option will lower maintenance costs and increase the in-service time for the life of the asset.

The Saint John Fire Department intends to contribute to the Fleet Reserve to support the future replacement of this unit. The funds for future replacement of this unit will be collected by the Fleet Services Division via the Fire Department Operating Budget as proposed for 2020. The appropriate funds will be allocated to the Fleet Reserve supporting a 15-year asset life cycle of this unit.

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 2018/2019 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 Rescue Pumper. As such the RFP closed on March 7, 2019 with the following proponents responding by submitting proposals:

Carl Thibault Emergency Vehicles Inc. – Pierreville, PQ
Metal Fab Limited – Centreville, NB
Techno Feu Inc. – St. Francois du Lac, PQ
Mic Mac Fire & Safety Sources Ltd. – Dartmouth, NS

A review committee, consisting of staff from Materials Management, Saint John Fire Department 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.

The proposal submitted by Techno Feu Inc. was rated highest based on an overall rating of the evaluation criteria, offering a strong overall solution for the City at a cost acceptable to staff.

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

ATTACHMENTS


None



The City of Saint John

PROCLAMATION

- WHEREAS Emergency medical services is a vital public service; and
- WHEREAS The members of emergency medical services teams are ready to provide lifesaving care to those in need 24 hours a day, seven days a week; and
- WHEREAS Access to quality emergency care dramatically improves the survival and recovery rate of those who experience sudden illness or injury; and
- WHEREAS The emergency medical services system consists of paramedics, emergency medical dispatchers, critical care flight nurses; and
- WHEREAS The members of emergency medical services teams engage in thousands of hours of specialized training and continuing education to enhance their lifesaving skills; and
- WHEREAS It is appropriate to recognize the value and the accomplishments of emergency medical services providers by designating Emergency Medical Services Week.

NOW THEREFORE: I, ***Mayor Don Darling,***  of ***Saint John*** do hereby proclaim the week of May 26th to June 1st, 2019 **Emergency Medical Services Week** in The City of Saint John.

With the 2019 theme, **Celebrating Successes**, I encourage the community to observe this week with appropriate programs, ceremonies and activities.

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





The City of Saint John

PROCLAMATION

WHEREAS: The municipality of Saint John is committed to assisting citizens with disabilities to participate fully in our community; and

WHEREAS: Many persons living with disabilities face barriers in the areas of employment, access to information, transportation, housing education, recreation, and other disability-related supports; and

WHEREAS: We believe that more citizens with disabilities should have the chance to access disability-related supports to improve their opportunities in New Brunswick; and

WHEREAS: We support the theme “Better together”.

NOW THEREFORE: I, **Mayor Don Darling**, of **Saint John** do hereby proclaim the week of May 26 to June 1, 2019, as **Disability Awareness Week**, in recognition of persons with disabilities and their role in our community.

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





Saint John Night Market

Common Council

May 21, 2019



Saint John Night Market

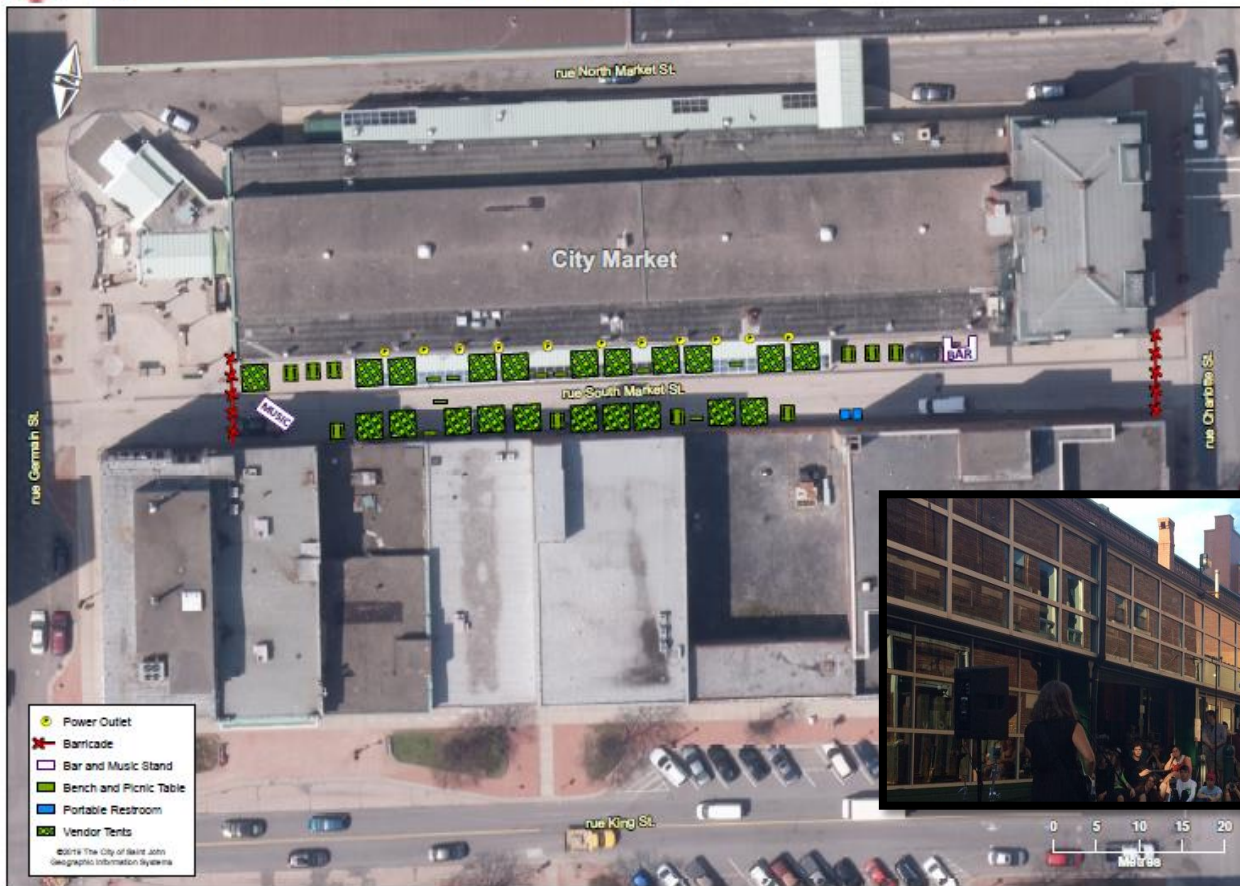


Explore • Shop • Savour • Discover • Socialize

South Market Street



Night Market Site Plan on South Market Street



Elevated Farmers Market



Eclectic Mix of Vendors



Partnerships



SAINT JOHN



Community Tent/Youth Tent



Licensed



Entertainment



Coming May 30, 2019



COUNCIL REPORT

M&C No.	2019-124
Report Date	May 14, 2019
Meeting Date	May 21, 2019
Service Area	Corporate Services

His Worship Mayor Don Darling and Members of Common Council

SUBJECT: Letter to the Provincial Government (Department of Environment and Local Government) regarding the renewal of AIM Recycling's Operating Licence

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>Neil Jacobsen, City Manager's Office</i>	<i>Jacqueline Hamilton, Growth & Community Development Chief Kevin Clifford, SJ Fire Department</i>	<i>John Collin</i>

RECOMMENDATION

It is recommended that Common Council approve the Letter as per **Attachment A** for release to the Provincial Department of Environment and Local Government.

EXECUTIVE SUMMARY

The City of Saint John continues to have concerns with respect to AIM Recycling's ability to comply with their Provincial operating licence, including a range of public safety and environmental issues. Of particular concern is the severity and frequency of recent explosion events in close proximity to a number of Uptown and West Side residential and commercial neighbourhoods and key tourism assets, as well as on-going noise, air and water emissions from the plant.

As the deadline for renewing AIM's operating licence rapidly approaches (June 2019), staff felt it important that the City provide in writing to the Province our primary concerns with respect to the AIM facility.

PREVIOUS RESOLUTION

N/A

REPORT

The City of Saint John continues to have concerns with respect to the location of AIM's metal crushing facility within close proximity to local residential neighbourhoods. Council and staff have received on-going feedback from citizens who have indicated that the recent explosion events have had a traumatic impact on them personally and their families, including reports of potential property damage. It remains the view of the City of Saint John that the metal shredding operation should have been located in one of the City's industrial parks, with Port operations limited to the handling of processed recycled metals for shipping. This is also a similar approach as used by AIM in other North American locations, including their crusher operations in Montreal and Quebec City. At a minimum, given its location on our City's Inner Harbour waterfront in close proximity to urban neighbourhoods, there should be measures implemented to mitigate and monitor the socioeconomic impacts of the AIM facility and operations on the surrounding neighbourhoods, including measures to contain and visually screen the operations and monitor the on-going impacts of the operation on property assessments in close vicinity of the site.

Our understanding is that there is an interim Provincial operating permit in place, issued by the Department of Environment and Local Government (ELG), that includes a number of stringent new operating conditions designed to mitigate explosion events on a go-forward basis, including enhanced monitoring of in-coming scrap materials (both at AIM and at the originating scrap metal yards). Our view is that the operation should not be provided with a permanent renewal of its licence until it is clear that the new operating and inspection conditions are being fully adhered to (i.e., 100% compliance). Given recent events, we also believe that it would be in the Province's best interest in terms of citizen protection and transparency to provide regular public updates with respect to the facility's current operating requirements and AIM's compliance with respect to these requirements.

It is also our understanding that there is enhanced environmental monitoring / enforcement activities currently taking place specific to AIM's Saint John plant and facility, including sound, air and water quality monitoring. It is our recommendation that ELG should undertake a full and independent environmental audit of AIM's compliance with their interim permit to operate before considering an extension or permanent renewal of the permit to operate. We would also respectfully request that the outcomes from all environmental monitoring and compliance activities in relation to the AIM facility be made available to the community and public.

As requested by ELG, the Saint John Fire Department is preparing to move forward with a risk assessment of the AIM facility and operations. The risk assessment will focus on the impacts introduced to the community associated with the facility, and what can be done to mitigate these impacts to an acceptable level. It remains our view that this work needs to be completed

and shared with the Port Authority and community before AIM's licence to operate is permanently renewed.

Finally, we appreciate the Province's commitment that the City and community be offered a mechanism to provide input into the renewal of the company's permanent operating licence in 2019. As part of the operating license renewal process, the City request that the Province impose requirements with respect to ongoing community engagement and reporting going forward to improve relations with the community and ensure improved transparency regarding AIM's operations.

STRATEGIC ALIGNMENT

Our concerns regarding the AIM recycling facility in Saint John are premised on two key Council Priorities: **Vibrant, Safe City** and **Growth & Prosperity**. It is essential that we do everything possible to ensure that Saint John is recognized by its residents and citizens as a positive place to live, work and play. Our ability to grow our community and attract new people and investment requires a healthy coexistence between unique, livable neighbourhoods that coexist with commercial and industrial activities.

Unfortunately, we do not currently have a healthy coexistence, with disruptive heavy industrial activities and explosion events taking place within the heart of our City and Inner Harbour.

SERVICE AND FINANCIAL OUTCOMES

Recognizing that the City of Saint John has absolutely no regulatory or land use planning authority with respect to the AIM facility and Port operations in general, AIM's presence within the City's urban core impacts the overall sustainability and livability of our Uptown and Inner Harbour neighbourhoods (one of our region's key emerging growth catalysts).

The status and operation of the AIM facility also continues to be a key area of focus and discussion (and concern) with developers and investors that are working with the City and DevelopSJ with respect to a range of Uptown and Inner Harbour property and real estate development projects.

INPUT FROM OTHER SERVICE AREAS AND STAKEHOLDERS

City staff recently met with AIM officials and toured their operations located on the Port of Saint John. Staff have also had regular meetings and discussions regarding AIM's Saint John operations with the Port of Saint John and representatives from the Provincial Department of Environment and Local Government. Staff have also had discussions regarding this file with DevelopSJ.

ATTACHMENTS

- A. Draft Letter to the Provincial Government (Department of Environment and Local Government) regarding the renewal of AIM Recycling's Operating Licence

May 21, 2019

The Honourable Jeff Carr,
Minister of Environment and Local Government
Province of New Brunswick
Marysville Place
P. O. Box 6000
Fredericton, NB
E3B 5H1
Canada

Dear Minister Carr:

First of all, I would like to express our appreciation to you and the senior staff at the Department of Environment and Local Government (ELG) with respect to your efforts to proactively inform and engage the City of Saint John over the past number of months regarding operational issues and unplanned explosions at the AIM Recycling facility. As you are aware, the facility includes an industrial metal shredder operation and material storage and laydown area located within the City's Inner Harbour on Federal government lands operated by the Saint John Port Authority.

As discussed with AIM representatives during a recent site visit on April 17th and with senior representatives from your Department on May 2nd, we continue to have concerns with respect to the company's ability to comply with their Provincial operating licence, including a range of public safety and environmental issues. Of particular concern is the severity and frequency of recent explosion events in close proximity to a number of Uptown and West Side residential and commercial neighbourhoods and key tourism assets, as well as on-going noise, air and water emissions from the plant. By way of example, during our recent AIM site visit staff confirmed that they experienced an explosion and fire event earlier in the day in their metal shredder and conveyor belt operation.

As the deadline for renewing AIM's operating licence rapidly approaches (June 2019), we felt it important to provide, in writing, the City's primary concerns with respect to the facility:

1. The City continues to have concerns with respect to the location of AIM's metal crushing facility within close proximity to local residential neighbourhoods. Council and staff have received on-going feedback from citizens who have indicated that the recent explosion events have had a traumatic impact on them personally and their families, including reports of potential property damage. It remains the view of the City of Saint John that the metal shredding operation should have been located in one of the City's industrial parks, with Port operations limited to the handling of processed recycled metals for shipping. This is also a similar approach as used by AIM in other North American locations, including their crusher operations in Montreal and Quebec City. At a minimum, given its location on our City's Inner Harbour waterfront in close proximity to urban neighbourhoods, there should be measures implemented to mitigate and monitor the socioeconomic impacts of the AIM facility and operations on the surrounding neighbourhoods, including measures to contain and visually screen the operations and monitor the on-going impacts of the operation on property assessments in close vicinity of the site.

2. Our understanding is that there is an interim Provincial operating permit in place (issued by ELG) that includes a number of stringent new operating conditions designed to mitigate explosion events on a go-forward basis, including enhanced monitoring of in-coming scrap materials (both at AIM and at the originating scrap metal yards). Our view is that the operation should not be provided with a permanent renewal of its licence until it is clear that the new operating and inspection conditions are being fully adhered to (i.e., 100% compliance). Given recent events, we also believe that it would be in the Province's best interest in terms of citizen protection and transparency to provide regular public updates with respect to the facility's current operating requirements and AIM's compliance with respect to these requirements.
3. It is also our understanding that there is enhanced environmental monitoring / enforcement activities currently taking place specific to AIM's Saint John plant and facility, including sound, air and water quality monitoring. It is our recommendation that ELG should undertake a full and independent environmental audit of AIM's compliance with their interim permit to operate before considering an extension or permanent renewal of the permit to operate. We would also respectfully request that the outcomes from all environmental monitoring and compliance activities in relation to the AIM facility be made available to the community and general public.
4. As requested by ELG, the Saint John Fire Department is preparing to move forward with a risk assessment of the AIM facility and operations. The risk assessment will focus on the impacts introduced to the community associated with the facility, and what can be done to mitigate these impacts to an acceptable level. It remains our view that this work needs to be completed and shared with the Port Authority and community before AIM's licence to operate is permanently renewed.
5. Finally, we appreciate the Province's commitment that the City and community be provided with a mechanism to provide input into the renewal of the company's permanent operating licence in 2019. Could you provide additional detail as to how the operating permit renewal process will be moving forward (process, timelines, public / stakeholder input), and how and when local residents, businesses and the Port community will be able to provide formal feedback? As part of the operating licence renewal process, the City request that the Province impose requirements with respect to ongoing community engagement and reporting going forward to improve relations with the community and ensure improved transparency regarding AIM's operations.

We remain appreciative of ELG's recent interventions and due diligence with respect to the AIM facility in Saint John, which has a significant impact on Port operations and the overall sustainability and livability of our Uptown and Inner Harbour neighbourhoods (one of our region's key emerging growth catalysts).

The status and operation of the AIM facility also continues to be a key area of focus and discussion (and concern) with developers and investors that are working with the City and DevelopSJ with respect to a range of Uptown and Inner Harbour property and real estate development projects.

Recognizing that the City of Saint John has absolutely no regulatory or land use planning authority with respect to the AIM facility and Port operations in general, we look forward to continued engagement and cooperation with the Province of New Brunswick and Saint John Port Authority regarding the specific issues identified in this letter.

We will also be raising our concerns and issues on a more proactive basis with representatives from the Government of Canada.

Sincerely,

Don Darling,
Mayor

c.c. The Honourable Marc Garneau, Minister of Transport, Government of Canada
Wayne Long, MP, Saint John - Rothesay
Lisa Keenan, Chair, Board of Directors, Saint John Port Authority
Jim Quinn, CEO, Saint John Port Authority
Kelli Simmonds, Deputy Minister, Department of Environment and Local Government, Province of New Brunswick
John Collin, City Manager, City of Saint John
Kevin Clifford, Fire Chief, Saint John Fire Department
Jacqueline Hamilton, Commissioner, Growth and Community Development, City of Saint John
Steve Carson, CEO, DevelopSJ
Scott Amirault, Site Manager, AIM Recycling Saint John

COUNCIL REPORT

M&C No.	2019-117
Report Date	May 14, 2019
Meeting Date	May 21, 2019
Service Area	Finance and Administrative Services

His Worship Mayor Don Darling and Members of Common Council

SUBJECT: Licence Agreement for Area 506 Festival on former Coast Guard Property

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>Curtis Langille</i>	<i>Kevin Fudge/Ian Fogan</i>	<i>John Collin</i>

RECOMMENDATION

1. That the City enter into a Licence agreement with 687975 NB Inc. hereby called the "Organizer" for \$1.00 to grant its agents, employees, partners and contractors access to and use the City owned property, identified as PID No. 55235113 for the Area 506 Festival, and further removal of same, subject to the following terms and conditions:
 - a. the Licence shall commence on July 27, 2019 and conclude at 11:59 pm (local time) on August 11, 2019;
 - b. that 687975 NB Inc. shall, at no expense to the Licensor, obtain and maintain in full force and effect during the entire term of this Licence, a Commercial General Liability Insurance policy with policy limits of not less than five million dollars (\$5,000,000.00) inclusive per occurrence for bodily injury and property damage; which policy shall name the City as an additional insured and shall contain a cross-liability clause and host liquor liability coverage;
 - c. proof of insurance stated in (b) above is due on or before close of business July 26, 2019;
 - d. all damages, cost, claims, demands, actions, suits or other proceedings by whomsoever claimed, made, brought or prosecuted in any manner and whether in respect of property owned by others or in the Licensee does hereby indemnify and save harmless the Licensor from respect of

damage sustained by others based upon or arising out of or in connection with the use of the Licensed Area;

- e. the Organizer is responsible for security of the area and their property;
 - f. that the organizing committee has made satisfactory arrangements with the Saint John Parking Commission for the temporary relocation of the necessary parking spaces for the users of the parking lot for the length of time as noted above in (a);
 - g. the provision of washroom facilities will be the responsibility of the Organizer;
 - h. the site is to be thoroughly cleaned to the satisfaction of the City of Saint John representatives when the event has concluded;
 - i. that 687975 NB Inc. or its representatives be authorized to make application for any permit that is required in conjunction with the Area 506 Festival; and
 - j. that the City is recognized as a Marquee Sponsor for the event.
2. That the Mayor and Common Clerk be authorized to execute the Licence Agreement.

EXECUTIVE SUMMARY

The organizing committee of the Area 506 Festival, being 687975 NB Inc. is requesting from the City to grant access to and use the former Coast Guard property for its festival this year. The festival would occur on the first weekend in August with the organizers requiring access and use of the site one week before and one week after the event for setting up and tearing down. Attached is the proposed site layout for this event.

The terms and condition contained in the recommendation of this report will be included in a Licence agreement that will provide 687975 NB Inc. and their agents the access they requested and also protect the City against any unforeseen circumstances.

PREVIOUS RESOLUTION

N/A

STRATEGIC ALIGNMENT

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

REPORT

Further to the comments contained in the Executive Summary.

The Area 506 Festival has been a huge success for the past three (3) years it has operated from the Saint John Port Authority property at Long Wharf. Unfortunately, the Port authority has notified the organizers for this festival that Long Wharf is not available this year due to planned usage during the time of the festival. As a result, the committee has approached the City to use the former Coast Guard property for this year's event.

Various City departments and agencies have been advised and are supportive of the Area 506 Festival being held on the City's property this year. The terms and conditions as set out in the recommendation contained in this report will facilitate the proposal/event and protect the interests of the City of Saint John.

SERVICE AND FINANCIAL OUTCOMES

The various City Departments involved with this proposal are supportive of this project and will coordinate their respective responsibilities for the use of this site to ensure this event is a success.

As part of its commitment to the success of this festival, the City will request that the City is recognized a major sponsor.

There are no financial costs to the City associated with this project other than providing the site, while the tourism benefits and Uptown added vibrancy to the City highlighting this event is significant.

INPUT FROM OTHER SERVICE AREAS AND STAKEHOLDERS

Facility Management, Risk Management, Saint John Parking Commission and Develop Saint John were all advised of this proposal and their input has been provided into this report where applicable. The City Solicitor's office has reviewed this report and is satisfied with the recommendation to Council.

ATTACHMENT

Site Map







FOREST HILLS SCHOOL
15 GLENGARRY DRIVE, SAINT JOHN, NB E2J 2X9
Telephone 658-5338; Fax 658-2210
<http://web1.nbed.nb.ca/sites/district8/schools/fhs/Pages/default.aspx>

Ms. Erika Brown, Principal

Mrs. Sacha Koumbias, Vice-Principal

Mr. Paul Hickey, Vice-Principal

We Build Inclusion, Capacity, and Learning Communities

April 2019

Forest Hills School became a UNESCO Associated Schools Project Network candidate school in the Fall of 2018. UNESCO ASPnet is a program that was established to encourage schools worldwide to educate students on issues related to UNESCO's overarching goal of 'promoting peace and international understanding'. UNESCO schools are encouraged to participate in a minimum of two thematic projects associated to UNESCO ideals and visions throughout the school year. The theme for the 2018-2019 school year is Reconciliation.

On May 29th, fifteen middle school students from Forest Hills School will be participating in a week-long exchange with fifteen middle school students from Alaqsite'w Giptu School in Listuguj, QC. FHS students will travel to Listuguj on May 29th and return to Saint John with Listuguj students on June 1st – the exchange will wrap-up on the morning of June 5th. The overarching goal of this initiative is to create space for dialogue and discussion while focusing on the importance of cross-cultural understanding. We aim to provide both groups of students with an opportunity to see the world through a different lens while taking steps towards reconciliation. To prepare the students for this experience, we will establish a means of communication prior to our departure via Skype and/or e-mail correspondence. Students from Forest Hills School will also learn about the Peace and Friendship Treaties as well as Mi'kmaq history, traditions and culture leading up to the departure.

In addition to Science and Social Studies curricular outcomes, this experience will teach exclusively towards the Sustainability & Global Citizenship competency. This competency involves reflecting on and appreciating diverse world views and perspectives. Learners will come to understand Indigenous worldviews, traditions, values, customs and knowledge. Students will learn to respect Indigenous culture,

"Forest Hills School students will become successful, productive citizens fulfilling their passions in life as part of an ever-changing world."

rights and experiences. They will be able to acknowledge and understand the implications of the Peace and Friendship treaties. They will build an appreciation for the contributions of Indigenous peoples. They will strive to be leaders in reconciliation by acknowledging the land, language and history of the Mi'kmaq, Wolastoqey and Peskotomuhkati and will accept and respect the perspectives of these peoples.

The exchange will be a unique and engaging experience for all those involved. While in Saint John, students from Listuguj will be billeted with families from Forest Hills School. Tentative activities for their stay with us will include:

- Hopewell Rocks
- St. Andrews – Huntsman Marine, Kingsbrae Garden, Ministers Island, Indian Point
- Historical tour of Saint John
- NB Museum
- Reversing Falls/Stonehammer Centre
- Wolastoq Park
- Wolastoq & Kennebecasis River Tour
- Brother's Island
- St. Martin's Sea Caves
- Fundy Trail Parkway

With transportation, planned activities and meals - this is going to be a costly initiative. In attempt to reduce costs for the students participating in this exchange, we are reaching out to our community seeking additional support – either financially or through donations to this initiative (food, activities, etc.) – anything will help. We would like to acknowledge the help and support of the following local businesses for their financial support, donated services and time:

Stonehammer UNESCO Global Geopark, Canaport LNG, Port Saint John, Hickey Bros/DKI and Hemmings House Productions. If you would like to join our list of community partners, please contact Tomalyn Young at Forest Hills school for additional information at Tomalyn.young@nbed.nb.ca or 506-658-5338.

Sincerely,

Tomalyn Young (Teacher)

"Forest Hills School students will become successful, productive citizens fulfilling their passions in life as part of an ever-changing world."