

## **CIVIC ADDRESS / PARCEL LOCATION UPDATE AGREEMENT**

THIS AGREEMENT dated this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

BETWEEN:

**SERVICE NEW BRUNSWICK**, a Crown corporation of the Province of New Brunswick (hereafter referred to as "SNB")

- and -

**CITY OF SAINT JOHN**, a body corporate, (hereinafter referred to as the "Local Government")

**AS** the Local Government is a local government as defined in the *Local Governance Act* (S.N.B. 2017, c.18); and

**AS** local governments are required to assign civic addresses to residents and business located within their jurisdiction; and

**AS** SNB owns and maintains the digital cadastre known as PLANET including all information contained and presented therein; and

**AS** the Local Government and SNB recognise that maintaining an updated record of civic addresses within the digital cadastre known as PLANET is mutually beneficial;

**NOW THEREFORE** in consideration of the covenants and conditions contained herein, the parties agree as follow:

### **1. DEFINITIONS**

In this Agreement or in any amendments hereto, the following terms shall have the following meanings:

"Agreement" means this Agreement including the Schedules and any amendment hereto in writing signed by all the parties hereto;

“Comma-separated values” means a delimited text file which uses a comma to separate tabular data fields across each record or row within the file;

"Data" means real property attribute information for active and inactive parcels maintained by the Land Registry Unit of Service New Brunswick in digital form;

"Deliverables" means the Data and associated Digital Property Mapping for all parcels within the geographic extents defined herein;

“Digital Property Mapping” means the approximate graphical representation of active parcels maintained by the Land Registry Unit of Service New Brunswick;

“Geographic Civic Address Database” or “GCADB” means an interface for local governments to electronically maintain civic addresses assigned to ad hoc parcels of land within PLANET, including the position information associated with the civic address;

“PLANET” means the electronic cadastre maintained by SNB and available to the public for a fee;

“Property Assessment Information” means information for property assessment accounts maintained by the Property Assessment Services Unit of Service New Brunswick in digital form;

“Shapefile” means a simple, nontopological data format for storing geometric location and attribute information of geometric features for use in a geographic information system (GIS).

## **2. USE OF DELIVERABLES**

- 2.1 The Local Government intends to use the Deliverables internally to support building permit applications, municipal planning, by-law enforcement, municipal services billing, fire prevention, and police investigations.

## **3. GEOGRAPHIC EXTENT**

- 3.1 The Deliverables provided to the Local Government apply only for those parcels of land located within the following geographic extents:
  - (a) County of Kings; and
  - (b) County of Saint John

#### **4. LOCAL GOVERNMENT OBLIGATIONS**

- 4.1 The Local Government will assign civic addresses to subdivision plans prior to registration and ensure those civic addresses are shown on subdivision plans prior to issuing development officer certification.
- 4.2 The Local Government will maintain and keep current civic addresses assigned to parcels of land within their jurisdiction using the GCADB module included with their PLANET Client Account, certifying this information by doing so.
- 4.3 The Local Government will maintain and keep current the geographic coordinates (northing and easting) associated with civic addresses within the GCADB module, including detail as to point class (e.g.: driveway, building, PID\_Xref, etc.). The parcel reference point will be used by default.

#### **5. SNB OBLIGATIONS**

- 5.1 SNB will create civic addresses within PLANET for new lots created by subdivision plans where those civic addresses are shown on the subdivision plan submitted for registration.
- 5.2 SNB will provide the Local Government with one PLANET Client Account, free of charge. The Client Account number is 64015.
- 5.3 SNB will assign the "Civic Address Custodian" role to the PLANET Client Account referred to above. This role will allow the Local Government to maintain civic addresses within the GCADB module as provided in Article 4.
- 5.4 In exchange for civic address maintenance as defined in Article 4, SNB agrees to provide to the Local Government the Deliverables as set out in Schedule "A" attached hereto, applicable only to the geographic extents as provided in Article 3.
- 5.5 Deliverables will be transmitted to the Local Government once monthly by secure (internal) client email.
- 5.6 If the Deliverables are unavailable for any reason, SNB will use all reasonable efforts to remedy the delay as quickly as possible. However, SNB shall not be liable to the Local Government for any delay or failure to transmit the Deliverables, regardless of cause.

- 5.7 For the month of September 2020 only, SNB agrees to include in the Deliverables the Property Assessment Information for property assessment accounts within the geographic extents.

## **6. OWNERSHIP AND LIMITATIONS**

- 6.1 SNB will retain sole ownership rights to the Deliverables.
- 6.2 The Local Government shall have an unlimited, but not exclusive, right to use the Deliverables and in the case of a corporation, this right shall not extend to affiliates of the Local Government as defined in the *Business Corporations Act* (S.N.B. 1981, c. B-9.1).
- 6.3 The Local Government shall have an unlimited, but not exclusive, right to create value-added products from the Deliverables.
- 6.4 The Local Government may not give, loan, lease, sell or otherwise make the Deliverables available to any other party in its original form or as part of a value-added product without negotiating a licensing agreement with SNB.
- 6.5 The Local Government shall not use the Deliverables for purposes other than those stated in Article 2 without first having obtained the written approval of SNB.
- 6.6 The Local Government shall immediately notify SNB of any unauthorized use or unauthorized disclosure of the Deliverables or any portion thereof by the Local Government, its employees, associates, servants, agents or any third party.
- 6.7 The provisions of this article shall continue to bind the Local Government notwithstanding the expiration or termination of this Agreement.

## **7. ASSIGNMENT**

- 7.1 The rights and liabilities of this Agreement are not assignable by the parties without the prior written consent of the other.
- 7.2 If the Local Government undergoes a change in organization, this agreement shall be come null and void.

## **8. LIABILITY AND INDEMNITY**

- 8.1 While the Deliverables may not be free from error or omission, care has been taken to ensure the best possible quality. The Deliverables provided to the Local Government under this Agreement are provided "as is" without any representations, warranties, guarantees or conditions, of any kind, whether express or implied, statutory or otherwise, including but not limited to, warranties as to accuracy, completeness, currency, reliability, timeliness, legality, suitability, security, quality, title, or fitness for a particular purpose, or those arising out of a course of dealing or usage of trade.
- 8.2 The use of the Deliverables is at the risk of the Local Government and SNB assumes no liability or responsibility pertaining to the content, the Local Government's use of the Deliverables, or the receipt, storage, transmission, or other use thereof.
- 8.3 The Local Government acknowledges that the Digital Property Mapping is a graphical representation of property boundaries which approximates the size, configuration and location of properties. It is not a land survey and is not intended to be used for legal purposes, including descriptions, or to calculate exact dimensions or parcel areas.
- 8.4 The Local Government shall indemnify, hold harmless and defend SNB from and against all claims, losses, damages, expenses, actions and other proceedings made, sustained, brought, prosecuted, threatened to be brought or prosecuted in any manner, based upon, occasioned by, attributable to, or arising from the use of the Deliverables or from errors, deficiencies or faults therein, whether such damage is caused by negligence or otherwise.

## **9. TERM**

- 9.1 The parties agree that this Agreement shall commence on September 14, 2020 and expires on August 31, 2022 unless terminated earlier in accordance with Article 10 of this Agreement.
- 9.2 The Agreement may be renewed for one or more additional terms.

## **10. TERMINATION**

- 10.1 The parties may terminate this Agreement at any time provided the decision to terminate is mutually consented to in writing.

- 10.2 If either party is in breach of any of its obligations under this Agreement, the other party may give notice in writing of the breach to the defaulting party and request the latter to remedy it. If the party in breach fails to remedy the breach within twenty (20) days after the date of delivery of such written notice, then this Agreement may be terminated immediately by further written notice of termination given by the complaining party.
- 10.3 SNB may terminate this agreement by written notice to take effect immediately upon receipt of it by the Local Government if:
- (a) the Local Government is in breach of Articles 4 or 6 of this Agreement; or
  - (c) the Local Government attempts to assign or cede any interest in this agreement without the prior written consent of SNB.

**11. NOTICES**

Wherever in this Agreement notice is required or permitted to be given or served by either party to or on the other, the notice shall be in writing and shall be delivered personally to the authorized designate or sent by prepaid, registered mail, or by email, and each such notice shall be deemed given on the date of delivery namely three (3) days after mailing in the case of mail and two (2) hours after sending in the case of email transmission sent during normal business hours. No notice may be given by mail during a real or apprehended mail strike in Canada. The specified addresses may be changed from time to time by either party by notice as above provided.

To the Local Government	To SNB
Client Account Number: 64015	Authorized designate of SNB
Yves Léger PO Box 1971 Saint John, NB E2L 4L1  <a href="mailto:yves.leger@saintjohn.ca">yves.leger@saintjohn.ca</a>	Joseph Chessie Lincoln Place P.O. Box 1998 Fredericton, NB E3B 5G4  <a href="mailto:joey.chessie@snb.ca">joey.chessie@snb.ca</a>

## 12. GENERAL CONDITIONS

- 12.1 Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all previous agreements, arrangements, or understandings between the Parties hereto whether written or oral, in connection with or incidental to the real property attribution information and digital property mapping.
- 12.2 Governing law. This Agreement shall be governed by and construed in accordance with the laws of the Province of New Brunswick and the laws of Canada in force therein.
- 12.3 Interpretation. It is hereby agreed that where the context requires, words in the singular include the plural, and words in the plural include the singular and words imparting the masculine gender include the feminine and neuter genders.
- 12.4 Invalidity of provision. The invalidity or unenforceability of any provision of this Agreement or any covenant in it shall not affect the validity or enforceability of any other provision or covenant in it and the invalid provision or covenant shall be deemed to be severable.
- 12.5 Force Majeure means a delay in the performance of Obligations occurring without the fault or negligence of either party, which delay both parties could not have reasonably foreseen, caused by events beyond the control of either party.
- In the event of a "Force Majeure", the time for fulfilling the obligations which have been delayed shall be extended by a period equal to the delay so caused. SNB may terminate this Agreement if the event of Force Majeure exceeds a period of 60 days.
- 12.6 Amendment. No modification of this Agreement is valid unless set out in writing by the parties.
- 12.7 Language. The parties have required that this Agreement and all documents relating thereto be drawn-up in English. Les parties ont demandé que cette convention ainsi que tous les documents qui s'y rattachent soient rédigés en Anglais.
- 12.8 Time of the Essence. Time shall be of the essence of this Agreement.

**IN WITNESS WHEREOF** the parties hereto have executed this Agreement on the date written below.

**SERVICE NEW BRUNSWICK.**

\_\_\_\_\_  
Joseph Chessie  
Manager, Land Registry

Date \_\_\_\_\_

**CITY OF SAINT JOHN**

\_\_\_\_\_  
Don Darling  
Mayor

Date \_\_\_\_\_

\_\_\_\_\_  
Jonathan Taylor  
Common Clerk

Date \_\_\_\_\_



## SCHEDULE "A"

### DELIVERABLES

#### 1. Standard Deliverables

1.1 The Deliverables referred to in the Agreement consist of:

- (a) real property attribute information (Data) for active and inactive parcels maintained by the Land Registry Unit of SNB as a set of nineteen (19) distinct files in comma separated value (.csv) format; and
- (b) a shapefile (.shp) of active parcels within the geographic extents derived from Digital Property Mapping maintained by the Land Registry Unit of SNB.

1.2 The Data will include the following one-hundred-and-five (105) real property attributes:

Attribute (Computer Name)	Attribute Description
ACTIVE_DATETIME	The date the PID for this parcel was activated.
ADDRESS_1	Indicates the first line of the mailing address.
ADDRESS_2	Indicates the second line of the mailing address.
ADDRESS_3	Indicates the third line of the mailing address.
ADDRESS_4	Indicates the fourth line of the mailing address.
ADMIN_COUNTY	The county responsible for the graphics and attributes related to a PID and the county from whose range of PIDs the PID is created.
AREA	This field contains a value which indicates the area of the parcel in square metres.
AREA_SOURCE	The field contains a 2-digit numeric field which describes the source of the data contained within the Area/Volume field.
BOOK	This field contains the Registry Office Volume (Book) Identifier within which the registered instrument was stored.
CIVIC_NUM	A civic number assigned to a land parcel as part of a civic address.
CIVIC_NUM_SUFF	A civic number extension used with a civic number assigned to a parcel to uniquely identify a civic location (e.g. A).
CLASS	This field contains a code that describes the type of action taken against a property (e.g. a new PID created by a subdivision plan).
COMMENTS	Comment field used to capture additional relevant information.

COUNTRY_CD	This field contains a code which describes the country in which an interest holder resides.
COUNTY_CD	This field contains a unique 2-digit County Code indicating a County within New Brunswick in which the land parcel is located.
CTY_CD	Duplicate field – this is the same as COUNTY_CD.
DESIGNATION	This field contains information describing any special designations of interest holders (e.g. Jr, Sr, Dr).
DISCHARGE_FLAG	This field contains a code that indicates whether the registered document has been discharged.
DOC_PROBLEM_CD	Document Problem Code is the field which contains a code which describes any problems associated with the registration of this document.
ENTERPRISE_NAME	This field contains information identifying interest holders that are enterprises rather than individuals.
ENTERPRISE_SUB_TYPE	This field contains a code that describes the type of enterprise that has an ownership interest in the property.
FAX_IMAGE_TRK_NUM	This field contains the unique identifier number assigned to the faxed image of the PLANET document.
FILING_REFERENCE	This field contains information to identify where instruments have been filed (e.g. filing cabinet drawer, bin #).
FIRST_NAME	This field contains the first name of interest holders when that interest holder is an individual.
HARMONIZATION_STATUS	Indicates whether or not the information for a PID has been harmonized or verified against the information for the PAN in the Property Assessment File.
ID	A unique record identifier that is used as the primary record index key within most PLANET data tables.
INSTRUMENT_DATETIME	The date and time associated with the creation or extension of the non-registered instrument
INSTRUMENT_NUM	Unique number assigned to document being registered.
INSTRUMENT_SUFF	Field used to create a unique identifier in cases where INSTRUMENT_NUM are duplicated.
INTEREST_TYPE	Code describing type of ownership acquired by individual or enterprise (e.g. lease, owner, estate).
LAND_RELATED_CD	A code that indicates whether a PID is representing a parcel of land or some other transferable entity such as a condominium unit, a water lot, etc.
LAND_TITLES_DATETIME	This field contains information describing when the parcel was converted from the registry system to land titles.
LAND_TITLES_STATUS	A code indicating the status of a parcel with respect to the Land Titles Registry (e.g. Not land titles, Pending land titles, Land titles).
LANG_OF_INSTRUMENT	The language, English, French, or both, in which an instrument was received.
LAST_NAME	This field contains the last name of an interest holder when that interest holder is an individual.
LAST_UPDATE_DATETIME	This field contains the date and time when the parcel information was last updated.
LOCATION	This field contains information describing where the registered plan is located.
LOT_VALUE_1	Duplicate field – this is the same as LOT_VALUE1.
LOT_VALUE_2	Duplicate field – this is the same as LOT_VALUE2.

LOT_VALUE1	This is the numeric or alpha identifier for the parcel created on a plan and is used on combination with “Lot Code 1” to identify the lot.
LOT_VALUE2	This is the numeric or alpha identifier for the area or sub-unit on a plan and is used in combination with “Lot Code 2” to identify the lot.
MANAGEMENT_UNIT	Field identifies the management unit file for the digital property map database which wholly contains the parcel.
MANNER_OF_TENURE_CD	The type of title held by owners of a parcel, as conveyed to them as Grantees in transfer, or deed (e.g. joint tenants, tenants in common).
MIDDLE_NAME	This field contains the middle name of interest holders when that interest holder is an individual.
NAME	The name of an individual or enterprise possessing title for the subject piece of property on a plan (e.g. ABC Company Ltd.)
NEIGHBOURHOOD	This field contains a code for the assessment neighborhood within a Tax Authority (District). A neighbourhood is a geographic area of assessment administration forming part of a Taxing Authority which is characterized by a homogeneity of property type or age, is logically demarcated by streets or natural boundaries, or contains some other administrative or distinguishing characteristics separating it from adjoining neighbourhoods.
NR_INSTRUMENT_NUM	Unique number assigned to document being registered (non-registered instrument).
NR_INSTRUMENT_SUFF	Field used to create a unique identifier in cases where NR_INSTRUMENT_NUM are duplicated
ORIENTATION_CD	Identifies the north point reference and format of a plan.
PAGE	The page number of an instrument as it is stored in the books at a Registry Office.
PAN	This is the unique identifier in the assessment database for a property account that may be comprised of one or more parcels.
PAN_CODE_ID	Denotes either the type of account in PATS or that a parcel is exempted from PATS for some reason (e.g. public roadway).
PAR_CD	This field contains a 2-digit Parish Code indicating the parish within a county in which the parcel is located.
PARCEL_LOCATION	The “physical” location of a parcel of property.
PI_OITC_CD	Old LORIS system instrument type code. A parcel indexing code from a legacy system.
PI_PAR_PID	Duplicate field – this is the same as PID.
PI_PAR_PID_PAR1	Listed of related PIDs.
PID	Parcel Identifier, an 8-digit number that uniquely identifies each parcel within the Province of New Brunswick.
PID_DESCRIPTOR_FLAG	Flag is set to Yes to identify the plan which forms the legal description of the parcel.
PLAN_NAME	The name assigned to a plan filed at a Registry Office (e.g. ABC Company Ltd. Subdivision).
PLAN_NUM	This field contains a unique number assigned to a plan stored at a Registry Office.
PLAN_PROB_CD	This field indicates the type of problem identified (if any) when the plan was registered.
PLAN_SUFF	Alpha extension to the plan number to define uniqueness or filing conventions for the plan.

PLC1_CD	This is the text description for the type of parcel created (e.g. lot, parcel or unit).
PLC2_CD	This field is text description of the area or sub-unit of the plan which the parcel is contained in (e.g. tier, block, level, tract).
PLN_CD	Code identifying city, town, village or other place name in which the parcel is located.
PNITC_CD	Non-registered instrument type code. Document or plan received from a government department, or an individual or enterprise, that has not been registered in the Registry Office, but affects parcel attributes or graphic file composition. Example: Order in Council.
PNOC_CD	The code assigned to the office where the instrument is filed.
PNRI_ID	Pointer to non-registered instrument table. This field contains the key of the associated record within the NRI data table.
POSTAL_CODE	The postal code component of the mailing address for the first parcel interest holder.
PROBLEM_CD	This field contains a code which describes any problem associated with registration of instrument.
PROV_CD	A numeric code assigned to uniquely identify a province or territory of Canada.
PTA_CD	Tax Authority (TA) Code, indicates municipal or Local Service District boundaries.
QUALIFIER	This field contains qualifying information about interest type (e.g. in trust, estate).
REGISTRATION_DATETIME	This field contains information describing the date and time of registration of the document/plan.
REGISTRATION_STATUS	Registration status code indicates the status of registration process.
REGISTRATION_SYSTEM	Registration system code indicates whether an instrument is registered in the Registry system or the Land Titles system (e.g. registry or land titles).
RETIRED_DATETIME	This field contains information describing the date and time when a PID is retired.
RI_ID	Pointer to registered document table. This field contains the key of the associated record within the DOC data table.
RI_ID_THE_SUBJECT_OF	Registered document association. This field contains a pointer to an instrument that is associated with a new PLANET registered document.
RI_IT_CD	Instrument type code. A numeric code table value with associated text descriptions with respect to the purpose or function of documents or plans.
RI_OITC_CD	Old instrument type code (ROFS). Registry and land title codes from legacy indexing system which have been modified for conversion to PLANET.
RI_OPI_ID	Pointer to historical registered plan table. This field contains the key of the associated record within the HPLAN data table.
RI_OPI_ID_THE_SUBJECT_OF	Historical plan association. This field contains a pointer to an instrument that is associated with a historical plan.
RI_OPTC_CD	Old plan type code. Parcel index codes for PLANET from legacy system that have been converted to PLANET.
RI_ORI_ID	Pointer to historical registered document table. This field contains the key of the associated record within the HDOC data table.
RI_ORI_ID_THE_SUBJECT_OF	Historical document association. This field contains a pointer to an instrument that is associated with a historical document.

RI_PI_ID	Pointer to registered plan table. This field contains the key of the associated record within the PLAN data table.
RI_PI_ID_THE_SUBJECT_OF	Registered plan association. This field contains a pointer to an instrument that is associated with a new PLANET registered plan.
RI_PTC_CD	Plan type code. This field contains a code that identifies the category or purpose of a plan.
RISC_CD	Instrument association code. Code used to define the type of association between instruments.
S_ENTERPRISE_NAME	Sort field to facilitate searching on enterprise name.
S_FIRST_NAME	Sort field to facilitate searching on first name.
S_LAST_NAME	Sort field to facilitate searching on last name.
S_MIDDLE_NAME	Sort field to facilitate searching on middle name.
S_NAME	Sorted plan owner name. Sort field to facilitate searching on plan owner name.
S_PLAN_NAME	Sorted plan name. Sort field to facilitate searching on plan name.
S_STREET_NAME	Sort field to facilitate searching on street name.
ST_TYPE_CD	A numeric code given to a street type.
STATUS_CD	The Parcel Status Code indicates the current status of the parcel.
STREET_DIR_CD	Used to describe street direction. Indicates an area of town or city, such as quadrant or section (e.g. South, North, North East).
STREET_NAME	The identifying name of the street, road, etc. on which the parcel is located.
SURVEYOR_NAME	The surveyor name for the plans related to instrument being viewed.
TYPE_OF (relation)	Identifies the type of relationship between related PIDs (e.g. parent, infant, located on, located at).
VOLUME	This field contains a volume measurement in cubic meters for a property.