

# ROTHESAY

# COUNCIL MEETING

# Rothesay Town Hall

# Monday, December 14, 2015

**7:00 pm**



## 1. APPROVAL OF AGENDA

## 2. APPROVAL OF MINUTES

## Regular Meeting

9 November 2015

Special Meeting

7 December 2015

## Business Arising from Minutes

### 3. OPENING REMARKS OF COUNCIL

- **Mayor's Levee** 1 January 2016 (11 a.m. to 1:00 p.m.) Town Hall
- **New Year's Day Skate** 1 January 2016 (1:00 p.m. to 3:00 p.m.) Rothesay Arena
- **Christmas Tree Drop-off** 9 January 2016 (various locations)

### 3.1 Declaration of Conflict of Interest

## 4. DELEGATIONS

## 4.1 Operation Red Nose (& Photo Op)

Paul Boudreau and Jen Butler

- *Volunteer application form*

## 4.2 KV Girls Softball

Kelly Lynch and Stacy Blois (*see item 9.2.2*)

### 4.3 Dobbin Street Flooding

Donna Moore (*see item 9.2.3*)

#### 4.4 Appleby Drive subdivision (see item 7.11)

- Catherine Chiasson
- Chris Bell
- Tom Mueller

## 5. CORRESPONDENCE FOR ACTION

5.1 17 November 2015 Email from Deputy Mayor Grant RE: Remembrance Day Service

**Provide letter of thanks and refer to staff for a report**

5.2 23 November 2015 Email from Counc. Lewis RE: Parking on Church Ave.

### Refer to staff for a report

## 6. CORRESPONDENCE - FOR INFORMATION

6.1 9 November 2015 Kennebecasis Regional Joint Board of Police Commissioners  
(KRJBPC) Telecom Budget

6.2 9 November 2015 Letter from Hon. Stephen Horsman RE: Provincial Disaster Financial Assistance Program

6.3	10 November 2015	Letter from Kennebecasis Valley Committee for Disabled Persons RE: 2015 Accessible Transportation Report
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6.4 19 November 2015 Letter to Mayor Driscoll RE: Joint EMO

6.5 20 November 2015 Letter to Achieve Literacy GSJ RE: Support for Achieve Literacy GSJ

6.6	30 November 2015	Letter to Hon. Bill Fraser, Minister of Tourism, Heritage and Culture RE: Endorsement of the Framework for Recreation in Canada
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6.7 1 December 2015 Letter from Anglophone South School District RE: Attendance Matters

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- 6.8 4 December 2015 Letter to Paul Kitchen, Headmaster Rothesay Netherwood School RE: Netherwood Lane Curbside Collection
- 6.9 7 December 2015 Letter from Kennebecasis Public Library to Rothesay and Quispamsis RE: returned funds (2)
- 6.10 7 December 2015 Letter to resident RE: Drainage Concerns at Robinson Street
- 6.11 7 December 2015 Letter to resident RE: Speed Concerns on Scribner Crescent
- 6.12 8 December 2015 Email from PROKids RE: Dreams Come True program

## 7. REPORTS

### 7.0 November 2015

#### Report from Closed Session

- 7.1 14 October 2015 Kennebecasis Public Library (KPL) Board Meeting Minutes
- 31 October 2015 KPL Comparative Income Statement
- 7.2 9 November 2015 Kennebecasis Regional Joint Board of Police Commissioners (KRJBC) Special Meeting Minutes
- 28 October 2015 KRJBPC Board Meeting Minutes
- 31 October 2015 KRJBPC Statement of Financial Position
- 7.3 7 October 2015 Kennebecasis Valley Fire Department (KVFD) Board Meeting Minutes
- 7 October 2015 KVFD Chief's Report
- 31 August 2015 KVFD Statement of Operations
- 7.4 31 October 2015 Draft unaudited Rothesay General Fund Financial Statements
- 31 October 2015 Draft unaudited Rothesay Utility Fund Financial Statements
- 17 November 2015 Draft Finance Committee Meeting Minutes
  - KRPF Contingency Fund Request
- 24 November 2015 Draft Finance Committee Meeting Minutes
- 7.5 24 November 2015 Draft Parks and Recreation Committee Meeting Minutes
- 7.6 18 November 2015 Draft Public Works and Infrastructure Meeting Minutes
  - Jones/Vincent Road
  - 2016 Municipal Streets (**see item 8.3**)
- 7.7 November 2015 Monthly Building Permit Report
- 7.8 10 December 2015 Capital Projects Summary
- 7.9 10 December 2015 Ice Fishing Activities
- 7.10 11 December 2015 Nominating Committee Report
- 7.11 7 December 2015 Draft Planning Advisory Committee Meeting Minutes
  - Appleby Drive proposed subdivision
    - 10 December 2015 Memorandum from Town Clerk Banks with attachments
  - 47 Clark Road (**see item 9.1**)

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### 8. UNFINISHED BUSINESS

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#### TABLED ITEMS

##### 8.1 Traffic By-law 1-14 (Tabled June 2014)

*No action at this time*

##### 8.2 Water By-law (Tabled June 2015)

*No action at this time*

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##### 8.3 2016 Asphalt Program – Engineering **Remove from table**

7 December 2015      Memorandum prepared by DO McLean

18 November 2015      Memorandum from Public Works and Infrastructure Committee

### 9. NEW BUSINESS

#### 9.1 BUSINESS ARISING FROM PUBLIC HEARING

##### 9.1 47 Clark Road – Amending Development Agreement

10 December 2015      Recommendation from Planning Advisory Committee

DRAFT      Amending Development Agreement

#### 9.2 BUSINESS ARISING FROM DELEGATIONS

##### 9.2.1 Operation Red Nose

n/a

##### 9.2.2 KV Girls Softball      PowerPoint Presentation

**Refer to staff for a report**

##### 9.2.3 Dobbin Street Flooding

16 November 2015      Letter from resident RE: Dobbin Street flooding

24 November 2015      Letter from resident RE: Dobbin Street flooding

**Refer to Public Works and Infrastructure Committee**

### FINANCE

#### 9.3 2016 Rothesay Budget

##### 9.3.1 Budget Queries

10 December 2015      Memorandum prepared by Treasurer MacDonald

10 December 2015      Memorandum prepared by DO McLean

##### 9.3.2 General Fund

General Fund Budget highlights

2016      General Fund Operating Budget

2016      General Fund Capital Budget

9 December 2015      Memorandum from Treasurer MacDonald RE: motions

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### **9.3.3 Utility Fund**

	Utility Fund Budget highlights
2016	Utility Fund Operating Budget
2016	Utility Fund Capital Budget
8 December 2015	Memorandum from Treasurer MacDonald RE: motions

### **9.3.4 Reserve Motions**

9 December 2015	Memorandum from Treasurer MacDonald RE: General Fund
9 December 2015	Memorandum from Treasurer MacDonald RE: Utility Fund

### **9.4 Insurance**

8 December 2015	Memorandum from Treasurer MacDonald RE: Insurance Coverage
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## **OPERATIONS**

### **9.5 5 Year Plan – Designated Highways**

9 December 2015	Memorandum from Town Manager Jarvie
4 December 2015	Letter from Department of Transportation and Infrastructure RE: designated highways
Draft	Rothsay Five Year Capital Plan – Designated Highways

### **10. NEXT MEETING**

<b>Regular meeting</b>	<b>Monday, January 11, 2016</b>
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### **11. ADJOURNMENT**



# ROTHESAY

On behalf of members of Council  
I invite Rothesay Residents to join us

**JANUARY 1, 2016**

Between 11:00 a.m. and 1:00 p.m.

at Rothesay Town Hall for the

**Mayor's Levee**



Hope to see you at the

**New Year's Day Skate**

at the Rothesay Arena

January 1, 2016

Between 1:00 p.m. and 3:00 p.m.

Mayor William J. Bishop

## **CHRISTMAS TREE DROP OFF**

**JANUARY 9<sup>th</sup>, 2016**

### **ROTHERSAY RESIDENTS ONLY**

**Rothersay, in co-operation with Urban Organics, is working to promote Composting by diverting Christmas Trees from the Regional Landfill.**

### **DROP OFF LOCATIONS**

**Bill McGuire Centre Parking Lot**

**East Riverside-Kingshurst Park**

**Rothersay Arena (Front Parking Lot)**

**Entrance to the Wells Recreation Field**

**THIS IS A ONE DAY ONLY DROP OFF. Christmas Trees will NOT be collected as part of regular garbage or compost pickup.**



# VOLUNTEER IDENTIFICATION

Last name		Surname at birth		First name		Middle name		Sex F <input type="checkbox"/> M <input type="checkbox"/>
Civic number	Street			Apt.	City		Postal code	
Telephone (home)		Telephone (cell)		Telephone (work)		Extension	Date of birth (YYYY/MM/DD)	
Email				Driver's Licence No. (File No.)			Expiry date (YYYY/MM/DD)	
Group/Company organizing your evening with Operation Red Nose, if applicable								Do you drive standard Yes <input type="checkbox"/> No <input type="checkbox"/>
Name of your insurance company (mandatory for escort drivers)				Policy No.		Expiry date (YYYY/MM/DD)		

## DECLARATION

I hereby volunteer my services for this year's campaign. I authorize any police service with jurisdiction over any or all parts of the province in which I reside to conduct a background check for any arrest, charge or conviction for a criminal offence for which I have not received rehabilitation or a pardon, and for any penal offence. I also authorize all police services to verify the validity of my driver's licence.

I authorize all police services to conduct the said background check to ensure that I meet the Operation Red Nose selection criteria, as set out below :

## Selection Criteria

Incompatible offences if committed within the last five years	<b>Sex</b> : prostitution (solicitation) <b>Violence</b> : assault, trespassing at night, uttering threats, intimidation, harassment, indecent telephone calls, mischief, arson causing damage to property, firearms (possession, omission)	<b>Theft, fraud</b> : impersonation <b>Drugs</b> : possession <b>Other</b> : breach of condition or probation, obstructing a peace officer, other criminal charges
Incompatible offences at all times	<b>Sex</b> : sexual assault or assault with a weapon, indecent acts, procuring, child pornography, corrupting children, bawdy house, rape <b>Violence</b> : kidnapping, attempted murder, homicide, aggravated assault, confinement, extortion, arson with disregard for human life, firearms (unauthorized use, trafficking)	<b>Theft, fraud</b> : breaking and entering, robbery, corruption <b>Driving</b> : offence causing death or bodily harm <b>Drugs</b> : trafficking, importing, cultivating <b>Other</b> : arrest warrant
Offences resulting in limited acceptance	<b>Theft, fraud</b> : Theft, fraud (accepted as an escort driver during sanction)	<b>Driving</b> : flight, dangerous operation of a motor vehicle, refusal to comply with demand, operation while impaired (accepted as a navigator during prohibition), unpaid tickets (tickets must be paid before volunteering)

I also authorize all police services with jurisdiction over any or all parts of the province in which I reside to forward the results of the background checks to the Operation Red Nose coordinator. In accordance with the relevant legislation, I agree to protect the confidentiality of all information and data disclosed to me about Operation Red Nose clients and volunteers.

- I certify that the information provided is accurate and complete. Furthermore, between the time I submit this form and the time I participate as a volunteer, I will inform Operation Red Nose of any changes that would result in my no longer meeting the selection criteria.
- I also agree to comply with the volunteer commitment set out on page 2 of this form, which I have read and understood.

- ☐ I do not wish to be contacted by Operation Red Nose for the 2016 campaign.
- ☐ By checking this box, I consent to the use of my name, image and likeness in the form of photographs for promotional purposes by Operation Red Nose, its partners, affiliates, agents, employees, representatives, licensees and assigns, without notification or compensation.

Date

Signature (mandatory)

\* This volunteer application form is valid for the 2015 campaign only. It is subject to approval and can be revoked at any time.

### RESERVED FOR POLICE CHECK

Checked by (name and registration no.)	Meets the criteria      yes <input type="checkbox"/> no <input type="checkbox"/>
	Cannot be a driver <input type="checkbox"/>
Comments	Cannot be an escort driver <input type="checkbox"/>
	Cannot be a navigator <input type="checkbox"/>
Date	

### ORN COMMITTEE

Approved by (name)	The volunteer has provided a criminal record check <input type="checkbox"/>
Reason	
Date	<b>Final result</b> Accepted <input type="checkbox"/> Refused <input type="checkbox"/>

Please return this form as soon as possible to :

## VOLUNTEER COMMITMENT

I agree to :

→ take all necessary precautions to ensure the safety of my team and of Operation Red Nose clients by complying with, among others, the Highway Safety Code (speed limits, use of seatbelts, signage, parking, etc.). Operation Red Nose is not responsible for any ticket received during the course of my volunteer duties.

→ comply with the Operation Red Nose code of ethics.

**Sobriety** : I must not consume any alcohol on the day I work with Operation Red Nose.

**Confidentiality** : All information about Operation Red Nose clients and volunteers that is disclosed to me will remain confidential and will not be used for any purpose other than to fulfill the mandate conferred upon me. I will also not discuss any details with other volunteers that could be used to identify a client or volunteer.

**Courtesy** : I will show patience and courtesy toward clients at all times.

**Free service** : Operation Red Nose is a free service. I will never solicit donations, but if clients wish to make a donation, I will thank them.

**Fatigue** : Operation Red Nose volunteers must often deal with fatigue, and its effects at night must not be underestimated. Therefore, I will not overestimate my capabilities and, if necessary, I will take a nap before reporting for duty as an Operation Red Nose volunteer.

**Mutual respect** : All Operation Red Nose volunteers, whether they work in the headquarters or on the road, deserve my full respect and consideration.

→ return to Operation Red Nose all amounts given to me (donations, tips, gifts, etc.).

**If I do not honour my commitment, Operation Red Nose reserves the right to terminate my participation as a volunteer for the current and future campaigns. The decision of Operation Red Nose is final.**

## VOLUNTEER DUTIES YOU ARE INTERESTED IN

Please check the box of the duties that interest you. For office duties, please contact your local Operation Red Nose organization.



Escort driver

Person who escorts the driver and the navigator in his or her own vehicle.

Must be 19 years of age or older  
Must have a valid driver's licence and a vehicle

- Please carefully complete the *Driver's Licence* and *Insurance Company* sections on the reverse.  
- Operation Red Nose only provides insurance coverage to escort drivers whose vehicles are insured against damage.  
- You must carry your proof of insurance and your driver's licence with you on the night of your shift with Operation Red Nose.



Driver

Person who drives the client's vehicle.

Must be 21 years of age or older  
Must have a valid driver's licence

- Please indicate your driver's licence file number on the reverse.  
- You must carry your driver's licence with you on the night of your shift with Operation Red Nose.



Navigator

Person who rides with the driver in the client's vehicle.

Must be 19 years of age or older  
Driver's licence not mandatory, but indicating the number on the reverse will speed up the processing of your application.

## INFORMATION

### Calendar (November/December)

Sun	Mon	Tue	Wed	Thu	Fri	Sat
				Nov	27	28
				Dec	4	5
					11	12
					18	19

Please circle the dates you are available. A minimum of 48 hours is needed to process your application after it is received.



**From:** [Mary Jane Banks](#)  
**To:** [Liz Pomeroy](#)  
**Subject:** FW: Remembrance Day Service on the Common  
**Date:** November-17-15 3:37:25 PM


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For December Council meeting

*Mary Jane*

Mary Jane E. Banks, BComm, NACLA II  
Town Clerk - Rothesay  
Director of Administrative Services  
70 Hampton Road  
Rothesay, NB E2E 5L5

[MaryJaneBanks@rothesay.ca](mailto:MaryJaneBanks@rothesay.ca)  
p (506)848-6664  
f (506)848-6677

 Before printing, please think about the environment  
Respectez l'environnement, réfléchissez avant d'imprimer

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Any correspondence with employees, agents, or elected officials of the town of Rothesay may be subject to disclosure under the provisions of the Right to Information and Protection of Privacy Act, S.N.B. 2009, c. R-10.6.

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**From:** Nancy Grant  
**Sent:** November-17-15 3:37 PM  
**To:** Mary Jane Banks  
**Cc:** John Jarvie  
**Subject:** Remembrance Day Service on the Common

Hi Mary Jane,

Would you please place the following comments and motions re the Remembrance Day Service on the Common on the Agenda for the December council meeting.

Many thanks,  
Nancy

To Mayor and Council  
From Deputy Mayor Grant

On November 11, I attended, as most of you did, the lovely Remembrance Day Service on the Rothesay Common.

While I realize that the official KV service is the one hosted by the QPlex, it struck me again this year how much the residents of Rothesay appreciate this "local" outdoor service. A very large number of people attended: the crowd has been large other years, but it seemed especially large this year. Also, I noted the presence of a number of elderly veterans. I spoke to a few of these veterans, and asked them if they minded the cold conditions- one man told me he always goes to the outdoor service in preference to the indoor one, and would continue to do so as long as he is able.

The thing I personally appreciate about the Service on the Common is that it is a 'made-for-Rothesay' service; the names of the Rothesay residents who died in the last three conflicts are

read, one by one; residents walk to the service from all directions; and there was much after-service chatting, and I suspect, more than a few groups gathering afterward for coffee. All this makes for a very special small-town experience.

It is my understanding that [REDACTED] is responsible for the organizational work, and perhaps even the financial commitments, and I think Council owes him a vote of thanks. Further, before next year, I would like to see the Town engage in discussions with [REDACTED] about possible ways in which we could help him carry on this tradition. Perhaps, recognizing how much our residents value tradition, we could help make this Service more of an "official" Rothesay service --something as simple as a Town wreath, and a bit of organizational and/or financial assistance might be in order. The intent would not be to interfere with the official Valley service, but to enhance the very special event that is Rothesay's own.

With these thoughts, I bring the following two motions:

Motion 1:

That a letter from Mayor and Council be sent to [REDACTED], recognizing and thanking him for his efforts in organizing an annual Remembrance Day Service on the Common, something that is enjoyed and appreciated by a large number of our residents

Motion 2:

That Council direct the Town to engage in discussion with [REDACTED], with a view to determining whether there are ways in which we could be helpful to him as he carries on this tradition, perhaps with an ultimate aim of making the Service on the Common more of a official service in the future.

( I would think the Town group should include representation of both Staff and Council.)

Nancy Grant  
Deputy Mayor

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**From:** [Peter Lewis](#)  
**To:** [Liz Pomeroy](#)  
**Subject:** Please ad to the next council package for discussion.  
**Date:** November-23-15 10:23:57 AM

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I am concerned we are going to run into parking issues once we see the Commons project up and running. I think we should be ahead of this curve . This is going to be a well used facility and I really don't think we should rely on other property owners around the common to allow our residents to park on their property to enjoy our facility. I would like the possibility of Church Ave being designated one way with angled parking. This I feel would help greatly in alleviating some of this soon to be problem. There is lots of town owned land on this street if we needed to make the street 3 to4 feet wider if we need to. Let's address this sure to be issue before it is pointed out to us by our end users. I know we have discussed this issue before , but I think the time has come to take a hard look at it.

Sent from my iPad. Councillor Lewis

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Gary Clark  
Chairperson

2015 Dec 14 Open Session FINAL\_030  
**KENNEBECASIS REGIONAL JOINT BOARD  
OF POLICE COMMISSIONERS**



**ADDRESS ALL CORRESPONDENCE TO:**

**126 MILLENNIUM DRIVE  
QUISPAMIS, N.B.  
E2E 6E6**

**TELEPHONE: (506) 847-6300  
FAX: (506) 847-6313  
E-MAIL: [krpfadmin@nbpolic.ca](mailto:krpfadmin@nbpolic.ca)**

November 9, 2015

Mayor and Council  
Town of Rothesay  
70 Hampton Road  
Rothesay, NB  
E2E 5L5

Mayor Bishop and Members of Council:

**RE: Kennebecasis Regional Police Force Telecom Budget**

Please be advised that a Special Meeting of the Kennebecasis Regional Joint Board of Police Commissioners was held on November 9, 2015 and the attached 2016 Telecom Budget was approved unanimously by the Board.

We trust you will find this satisfactory and if you require anything further, please do not hesitate to contact the undersigned.

Sincerely,

Gary Clark, Chair



**TELECOM BUDGET 2016**

2015 Budget 40 Open Session Final 031

**TELECOM:**

	2016	2015	2014	2015	2014	2013
City of SJ Comm Centre	320,074	303,900	295,000	303,900	295,000	286,500
Data/networking charges	10,273	9150	8700	9,343	8683	8336
Telecom retirees health ins	1,500	1500	500	1,500	2674	-1122
2nd prior yr (surplus) deficit	2,161	-4,882	1,663	-4,882	1664	-9348
	<b>334,008</b>	<b>309,668</b>	<b>305,863</b>	<b>309,861</b>	<b>308,021</b>	<b>284,366</b>
Towns' contributions	7.860%	1.244%	5.743%	309,668	305,860	289,248
surplus(deficit)				-193	-2,161	4,882

**COST ALLOCATION:**

	2011 CENSUS		\$ SHARE	/12
ROTHESAY	11,947	40.046%	133,758	11,146
QUISPAMSIS	17,886	59.954%	200,250	16,688
	<b>29,833</b>	<b>100.000%</b>	<b>334,008</b>	<b>27,834</b>

November 9, 2015

RECEIVED

NOV 20 2015

Mr. William J. Bishop  
Mayor of Rothesay  
70 Hampton Road  
Rothesay, NB  
E2E 5L5

Your Worship:

This is in response to your letter of October 16, 2015 in which you stated your concerns regarding a proposed change to the Provincial Disaster Financial Assistance Program. This proposal would see municipalities assuming a \$1 per capita share of recovery costs from an event which impacted the communities. In recognition of the financial implications to municipalities, this proposal was briefed to the Union of Municipalities to gain the perspective of all stakeholders.

The Provincial Disaster Financial Assistance (DFA) Program is a long-standing program which has been used on many occasions to assist homeowners and small-business operators to recover from the impacts of a disaster. In the event of large-scale disasters which result in significant impacts to the public sector (communities, municipalities and provincial government departments), the province is eligible for Federal cost-sharing of recovery expenses through the federal Disaster Financial Assistance Arrangement (DFAA). Again, this program has on many occasions provided financial relief to New Brunswick for incremental costs.

With the now well-recognized increase in the frequency and severity of weather-related disasters, the provision of provincial and federal disaster assistance funding is becoming more and more challenging. As you are aware, the Federal government has therefore increased the eligibility threshold for cost-sharing, effectively requiring the province to shoulder more costs.

.../2



-2-

The Government of New Brunswick is presently reviewing the details of the provincial DFA program with the objective of determining how it can remain affordable and sustainable. It is for this reason that consideration has been given to engaging the municipalities in the design of a new approach. Your input and perspective in this matter is valued and will form part of government's deliberations going forward.

Thank you for providing your comments on behalf of your community.

Sincerely,



Hon. Stephen Horsman  
Minister of Public Safety and Solicitor General



November 10, 2015

Dear Mayor Bishop and Council,

On behalf of the KV Committee for Disabled Persons I am presenting you with the 2015 report on accessible transportation for the towns of Quispamsis and Rothesay.

During 2015, A2B Transportation has been providing the services to the KV. Unfortunately, A2B has not been timely in providing their accounting of their services. As a result, we can only report activity to May 15 of 2015. We are continuing to develop a more responsive process with A2B but have not realized any success to the date of this letter. We are also reassessing the arrangement to determine what can be established to improve service and reporting. Ecotran, another accessible transportation company, continues to be offered by KVCDP as an alternate, but has been seldom used by our citizens. Ecotran seems to have an availability issue.

We are continuously re-evaluating and monitoring the service provided to make sure of responsible stewardship of the public purse. We are open to new alternatives and entrants in wheelchair transportation for the KV area.

We continue to subsidize 60% of the cost of transporting a wheelchair client to Saint John and 50% for local trips. The client pays \$16 for a one-way trip to Saint John and the towns \$24. A2B is based in Saint John. Because of this they have asked for an increase in local transportation (travel within the KV area) from \$20 one way to \$30—the client pays \$15 and the towns \$15 for one way. We consider this a reasonable request.

Using a July year-end, (as discussed above, we have not received any information for activity since May 2015) we experienced **22** local one-way rides (259 last year) and **76** one-way rides to SJ (92 last year).

Total subsidy expenses **\$2,520.84** (\$5,362.98 last year).

Director's Insurance **\$562**

Total **\$3,082.84** (\$5,924.98 last year)

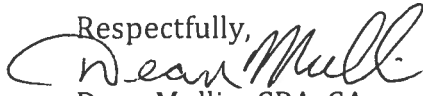
We have **\$4,897.57** left in the transportation fund at this time.



Currently, we are not in a position to estimate what our expenditure will be for 2015-16 but do not expect that it will be in excess of \$5,000. As a result, we are not requesting any new funding for 2015-16 from either town and will work towards determining a more reliable forecast for 2016-17.

Thank you for subsidizing accessible transportation in the Kennebecasis Valley for our wheelchair dependent citizens. It is necessary and humane that we have provided a way for these individuals to be transported to the hospital for healthcare, but it is heartwarming to see the increase use of local rides—a measure of our wheelchair dependent citizens integrating into our local society. By enabling accessible transportation, Rothesay has improved the lives of the wheelchair disabled and made them feel valued.

On behalf of the wheelchair-dependent disabled population of Rothesay the KV Committee for Disabled Persons thank you.

Respectfully,  
  
Dean Mullin, CPA, CA  
Chair for KVCDP





2015 Dec 14 Open Session FINAL\_036

# ROTHESAY

*150 Years Proud 1860-2010*



19 November, 2015

Quispamsis  
12 Landing Court  
P.O. Box 21085  
Quispamsis, NB  
E2E 4Z4

70 Hampton Road  
Rothesay, NB  
Canada E2E 5L5

T: 506-848-6600  
F: 506-848-6677

Rothesay@rothesay.ca  
www.rothesay.ca

Attention: **Murray Driscoll, Mayor**

Dear Mayor Driscoll:

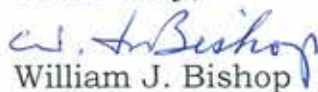
Re: Joint EMO

Further to your letter of July 22<sup>nd</sup> regarding cooperation in planning for emergencies in the Kennebecasis Valley, Rothesay Council has toured your Emergency Operations facility and carefully considered your position. We believe we understand the position put forward in your letter and your desire to have an EMOC with the attributes of your facility. Consequently, after careful deliberation, Rothesay Council has decided that we will proceed to plan our emergency preparedness and develop our response capacity independently.

We would hope to sign a mutual aid agreement as you suggest in your letter and cooperate in areas of common interest and in those catastrophic events that affect both our Towns.

Thank you for providing the information regarding the manner you wish to address emergency preparedness and the proposed costs thereof. I am sure there will continue to be opportunities for cooperation on the delivery of this and other municipal initiatives.

Yours truly,

  
William J. Bishop  
Mayor

Cc : Rothesay Council

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

Grand Bay-Westfield • Quispamsis • Rothesay • St. Martins • Saint John





2015Dec14OpenSessionFINAL\_037

ROTHESAY

*150 Years Proud 1860-2010*



20 November 2015

C/O Roxanne Fairweather  
Innovatia  
1 Germain Street  
Saint John, New Brunswick  
E2L 4V1

70 Hampton Road  
Rothesay, NB  
Canada E2E 5L5

T: 506-848-6600  
F: 506-848-6677

Rothesay@rothesay.ca  
www.rothesay.ca

Dear Mrs. Fairweather:

Re: Support for Achieve Literacy Greater Saint John

I am pleased to advise that Rothesay Council passed the following motion at its regular meeting on November 9, 2015.

**MOVED** ... and seconded ... Council support and promote Achieve Literacy Greater Saint John's initiatives.

**CARRIED.**

Rothesay Council endorses and supports the Achieve Literacy GSJ in its mandate to ensure that the right resources and strategies are in place from Kindergarten to Grade 2 to ensure 90% of Grade 2 children are reading at grade level by 2015-16.

Literacy plays a crucial role in a child's development and we believe every effort should be made to ensure all children have the opportunity for growth. Rothesay is a strong supporter of literacy through engaging residents in the Big Rothesay Read as well as continuous work with the Kennebecasis Public Library. We commend Achieve Literacy Greater Saint John on its accomplishments thus far and look forward to collaborating in the future to create awareness and ultimately increase early literacy rates.

Sincerely,

William J. Bishop  
Mayor

Cc: Rothesay Council



2015 Dec 14 Open Session FINAL\_038

ROTHESAY

*150 Years Proud 1860-2010*



30 November 2015

Hon. Bill Fraser  
Minister – Tourism, Heritage and Culture  
P.O. Box 6000  
Fredericton, New Brunswick  
E3B 5H1

70 Hampton Road  
Rothesay, NB  
Canada E2E 5L5

T: 506-848-6600  
F: 506-848-6677

Rothesay@rothesay.ca  
www.rothesay.ca

Dear Mr. Fraser:

Re: Endorsement of the Framework for Recreation in Canada 2015

I am pleased to advise that Rothesay Council passed the following motion at its regular meeting on November 9, 2015.

**MOVED** ... and seconded ... Council endorse the Framework for Recreation in Canada 2015, Pathways to Wellbeing report.

**CARRIED.**

Rothesay Council endorses the Framework for Recreation in Canada 2015 which intends to guide and stimulate coordinated policies and practices in recreation that aim to improve the wellbeing of individuals, communities, and the built and natural environment.

Through various parks, beaches, arenas, trails, and community initiatives I am proud to say Rothesay continues to expand on its recreational and environmental endeavours. Residents are the heart of the Town and their wellbeing is at the forefront of Council's interest. The Framework shares Rothesay's vision to engage residents in meaningful, accessible recreational experiences and we look forward to assisting in the growth of Canada's recreational opportunities.

Sincerely,

William J. Bishop  
Mayor

Cc: Jason Thorne, President – Recreation New Brunswick

Rothesay Council





2015Dec14OpenSessionFINAL\_039  
**ANGLOPHONE SOUTH SCHOOL DISTRICT**

OFFICE OF THE SUPERINTENDENT  
490 Woodward Avenue • Saint John, New Brunswick E2K 5N3  
Telephone: (506) 658-5300 • Fax: (506) 658-5399 • [www.asd-s.nbed.nb.ca](http://www.asd-s.nbed.nb.ca)



November 24, 2015

Mayor William Bishop  
Town of Rothesay  
70 Hampton Road  
Rothesay, NB E2E 5L5

Dear Mayor Bishop:

Anglophone South School District (ASD-S) is pleased to introduce a new initiative entitled Attendance Matters, originating in response to a heightened awareness/concern regarding student tardiness and attendance. Administrators, teachers, District Office personnel and members of the District Education Council expressed their concern regarding student attendance. To this end, I called for a working group to study the concern.

Being present and on time impacts positively on learning from kindergarten to grade 12. Good attendance helps to build habits that last a lifetime and transfer to life beyond public education. Attendance Matters is a part of the School Improvement Plan for every school in ASD-S.

With the start-up of the 2015-2016 school year, the District has launched an awareness campaign focusing on student attendance. Family and community members can find information on the Anglophone South website ([www.asd-s.nbed.nb.ca](http://www.asd-s.nbed.nb.ca)). As well, there is a link to a brochure and a short video featuring students from the District. A copy of the brochure is enclosed for your information. Students are taking an active role in promoting the awareness campaign and the Parent School Support Committees (PSSCs) are involved.

ASD-S recognizes that parents/guardians and community members hold the greatest influence with their children. We are seeking your support for the Attendance Matters initiative. To this end, we would like to meet with you to explore how we can work together to raise awareness about the importance of being present and on time for school. It is hoped that the community becomes engaged in, and supportive of this initiative.

In the near future, one of our committee members will be contacting you to arrange a meeting time.

Yours truly,

Zoë Watson  
Superintendent

## Questions to Ponder

- **If I know that my child is going to be away from school, should I inform the school?**

Yes, it is a good idea to inform the school. Communication between home and school is very important and welcomed by your child's teacher/school. The procedure for letting your child's teacher know of any absences will be clearly outlined for you, at the beginning of the school year. Remember, if your child is sick, the best place for them to get better and to prevent the spread of germs, is home.

- **Can I take my child out of school for family or social reasons?**

Situations are going to arise where your child is absent from school, due to family or social reasons. A couple of thoughts to keep in mind: (1) It is important to limit the number of days your child is absent from school. Check the school calendar ([www.asd-s.nbed.nb.ca](http://www.asd-s.nbed.nb.ca)) to determine if you can arrange these activities around days when classes are not scheduled for students. (2) If your child has to be away from school, make arrangements to do what you can at home but remember, you cannot make-up lost instructional time..... "Attendance Matters".

- **Does the occasional day away from school really affect my child's education?**

Yes, being in school every day is extremely important both academically and socially. When you miss a day you scramble to get "caught-up" and a piece of the puzzle is missing. Socially, being in school every day helps to form habits that impact on your child's future, i.e., the child who attends school every day is more likely as an adult, to be at work every day. Every day at school makes a difference.

2015Dec14OpenSessionFINAL\_040

- **How will extracurricular activities (school & non-school based) affect my child's education?**

"School comes first"- your child's daily attendance, working to their potential, completed lessons/assignments; these are essential components of success at school. Involvement in extracurricular activities can be a valuable and positive component of their ongoing growth and development. They provide an excellent opportunity to teach the importance of a well-rounded and well-balanced lifestyle, while at the same time teaching the importance of being responsible and committed to their education.

- **As a parent am I responsible to ensure that my child is up-to-date with school work when they are present?**

It is so important to remember that a child's success at school is best assured if home, school and student are working together. Parents' interest in what is happening at school sends the message that school is important. Making sure that your child's work is up-to-date reinforces the message that education will make a difference in their future.

*You hold the greatest influence with your children.*

*Make attendance matter from Kindergarten to Grade 12.*

## What You Can Expect From Your Child's School....

- A welcoming environment.
- Classrooms that are engaging and meaningful.
- Student attendance that is monitored regularly.
- Contact with home at the first sign of irregular attendance.
- Support and advice when your child will not go to school.
- A team of professionals who care about your child's well-being

## Attendance Matters...

because school comes first.

## Attendance Matters...

because being present and on time has a positive impact on all learning. It starts in the early years.

## Attendance Matters...

because when your child attends every day they are building habits that last a lifetime.

## Attendance Matters...

because your child will feel connected academically and socially when they attend.

## Attendance Matters...

because when students are absent or late from school it affects the whole classroom.

## Attendance Matters...

because when your child is present they can make a difference to their school community.

## For More Information

If you have any questions or concerns, contact your child's teacher or school Principal/Vice-Principal.



[www.asd-s.nbed.nb.ca](http://www.asd-s.nbed.nb.ca)

# Attendance Matters

In Anglophone School District South



We Need You Engaged In  
Your Child's Learning



4<sup>th</sup> December 2015

Rothesay Netherwood School  
40 College Hill Road  
Rothesay, NB  
E2E 5H1

Attention: Paul Kitchen, Headmaster

70 Hampton Road  
Rothesay, NB  
Canada E2E 5L5

T: 506-848-6600  
F: 506-848-6677

Rothesay@rothesay.ca  
www.rothesay.ca

Dear Mr. Kitchen:

Re: Request for Curbside Collection Service to Netherwood Lane

This is further to your request for solid waste collection service to be provided to twelve houses on the RNS campus. The curbside service was implemented in September for the properties served by Town garbage and compost collection.

Following your presentation on September 23<sup>rd</sup>, the Town's Public Works Committee discussed your submission and requested a staff report be prepared. After careful consideration of the staff report, the Committee choose to recommend to Council that services not be extended to the residences at Rothesay Netherwood School.

The reasons the Committee considered relevant were the Town's practice of providing the service only to residentially-zoned property other than multiple unit buildings, the incremental cost of providing the service, the nature of the development of Netherwood Lane (i.e. roads not constructed to Town standards) and setting a precedent that could be costly to sustain.

If, as you indicated in our phone conversation, you wish to ask Council to reconsider the matter at its December 14<sup>th</sup> meeting, the Town Clerk would need your written material by noon on the 9<sup>th</sup>.

Yours truly,



John Jarvie, MCIP, RPP  
Town Manager

Cc : Town Clerk



1 Landing Court  
Quispamsis, NB  
E2E 4R2

December 7, 2015

William J. Bishop, Mayor  
Town of Rothesay  
70 Hampton Road  
Rothesay, N.B.  
E2E 5L5

Dear Mayor Bishop and Council,

I am pleased to inform you that the Kennebecasis Public Library Inc. will be returning \$7,000 of the \$8,000 additional monies generously bestowed to the Board by the Towns of Quispamsis and Rothesay in the summer of 2015.

These monies were intended to cover the additional expenses incurred by the Library's sewer pump failure in the summer of 2015. Through diligent fiscal management and restraint throughout the remaining summer and fall, the Library was able to absorb the majority of the sewer pump repair expenses in our 2015 operating budget. We expect to end the 2015 year on budget.

Cheques for each Town's share of the \$7,000 are currently being processed, and will be delivered to the respective Town Halls by December 18<sup>th</sup>.

Happy Holidays and warm wishes for 2016 from the merry team at the Kennebecasis Public Library!

Sincerely,



Daryl Steeves  
Chair, Kennebecasis Public Library Board of Trustees

CC: Mayor G. Murray Driscoll and Council, Town of Quispamsis

1 Landing Court  
Quispamsis, NB  
E2E 4R2

December 7, 2015

G. Murray Driscoll, Mayor  
Town of Quispamsis  
12 Landing Court, P.O. Box 21085  
Quispamsis, N.B.  
E2E 4Z4

Dear Mayor Driscoll and Council,

I am pleased to inform you that the Kennebecasis Public Library Inc. will be returning \$7,000 of the \$8,000 additional monies generously bestowed to the Board by the Towns of Quispamsis and Rothesay in the summer of 2015.

These monies were intended to cover the additional expenses incurred by the Library's sewer pump failure in the summer of 2015. Through diligent fiscal management and restraint throughout the remaining summer and fall, the Library was able to absorb the majority of the sewer pump repair expenses in our 2015 operating budget. We expect to end the 2015 year on budget.

Cheques for each Town's share of the \$7,000 are currently being processed, and will be delivered to the respective Town Halls by December 18<sup>th</sup>.

Happy Holidays and warm wishes for 2016 from the merry team at the Kennebecasis Public Library!

Sincerely,



Daryl Steeves  
Chair, Kennebecasis Public Library Board of Trustees\

CC: Mayor William J. Bishop and Council, Town of Rothesay



2015Dec14OpenSessionFINAL\_045

# ROTHESAY



Monday, December 07, 2015

[REDACTED]  
[REDACTED]  
[REDACTED] Robinson Street  
Rothesay, NB  
[REDACTED]

70 Hampton Road  
Rothesay, NB  
Canada E2E 5L5

T: 506-848-6600  
F: 506-848-6677

Rothestay@rothesay.ca  
www.rothesay.ca

Via: [REDACTED]

**Re: Drainage Concerns at [REDACTED] Robinson Street**

---

Dear [REDACTED]:

WITHOUT PREJUDICE

In an email dated August 23, 2015 "Subject: Action sought ... [REDACTED] Robinson" a degree of third party liability has been implied regarding drainage and flooding concerns in so much as the email states "Because of the construction on the Marr Road." The implication of third party liability necessitates a particular level of cautiousness in any response from the Town.

There exists no specific evidence to dispute or support the claims in the August 23<sup>rd</sup> email, however a general response to the claim would be that the Town exercise's appropriate due diligence with regard to the approval of upstream developments; and more specifically the storm water requirements of the same. The Town's development approval process requires that a third party (professional) engineer design the storm water management system component of a development and that the Town's Professional Engineer review the storm water design; with respect to the Marr Road Development, both of the aforementioned requirements have been satisfied.

Town staff is of the opinion that it is beyond the scope of the municipal authority to enter into the enforcement of Common Law Rights arising between two or more adjoining land owners. Those Common Law Rights may, of course, be enforced through the ordinary court process. While neighbours owe a common law duty not to cause nuisance to one another, i.e. purposefully diverting water onto neighbouring lands as a general rule, a neighbor is not liable for harm caused by the natural conditions of land. If the land lies in such a way that a particular amount of water is discharged into a drainage channel from property "A" and the channel passes through property "B" which is downstream, the owner of property "A" is not legally at fault.

Many courts treat excessive rainwater as a "common enemy," damaging property at random. Under this theory, the owner of property "B" would be expected to take measures to protect their property from water coursing over it. In a case where property "A" diverted water to prevent flooding and discharged it towards property "B", the owner of property "B" is still expected to protect their land from the extra water.

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The principle in common law that suggests surface storm water is a "common enemy" to all landowners, also suggests that each landowner has the right to alter the drainage pattern of their land without regard for the effects on neighbouring parcels, as long as that water flows to where it otherwise would have naturally flowed. More specifically once the water reaches a natural watercourse it must be allowed to continue to flow through all properties.

Please note that Rothesay provides compensation only when it is legally liable for damages sustained. The Town strives to provide an equitable policy for the taxpayers of Rothesay, who ultimately bear the cost of any claim. The matter of [REDACTED] Robinson has been before Rothesay Council and its Committees for some time now. This response has been provided without prejudice on behalf of Council and Committee and is intended to provide an unequivocal explanation with no need for further clarifications in relation to this matter.

As a provider of general services to property owners, officials from the Town's Engineering Department would be willing to meet (in an advisory capacity) to offer solutions that may alleviate or eliminate future flooding concerns on the property at [REDACTED] Robinson.

Sincerely,



Brett McLean, P. Eng.  
Director of Operations





2015Dec14OpenSessionFINAL\_047

# ROTHESAY



Monday, December 07, 2015

[REDACTED]  
Scribner Crescent  
Rothesay, NB  
[REDACTED]

70 Hampton Road  
Rothesay, NB  
Canada E2E 5L5

T: 506-848-6600  
F: 506-848-6677

Rothsay@rothesay.ca  
www.rothesay.ca

**Re: Speed concerns on Scribner Crescent**

---

Dear [REDACTED]:

In July of 2015 you reached out to the Town regarding the issue of speeding motorists on Scribner Crescent, specifically, and in that entire area, generally. Your email was directed to the Public Works and Infrastructure Committee who deliberated on the points you raised and directed my department to do the following:

Follow up with Kennebecasis Regional Police to ensure they are monitoring the area for speeders and ticketing where necessary; and

Write to you to let you know that your concerns are noted and that speeding is taken very serious by the Town, especially in residential neighborhoods where children play.

Enforcement of speed limits is under the jurisdiction of the police department, not the Town, and they do have limited resources. The force has placed their mobile speed radar in and around the Scribner neighborhood to log the general speed of vehicles. The force is of the opinion that the speed radar board does tend to slow motorists down as most are aware that their speed is not only indicated by the sign, but recorded as well. This fact may affect the accuracy of the information logged, however to date they force has not noted a significant speed issue in your neighborhood.

Your email mentions the placement of speed bumps and additional stop signs. For a number of reasons, including driver frustration which leads to more erratic behaviour, Rothesay has chosen not to deploy speed bumps as a method of traffic calming. Where there is a demonstrated need to calm traffic, the Town has opted to plan and implement structural measures such as narrowing of lanes or the inclusion of median barriers such as traffic islands. The addition of stop signs is not a viable option for your neighborhood owing to the lack of locations to implement a stop condition. Stop signs are intended to control potential vehicle conflict zones as opposed to calm general traffic flow.

The Town will continue to monitor the area for volume and speed of traffic in your area on a seasonal basis. Should the monitoring demonstrate that there is a serious issue then measures will be recommended to the Public Works Committee to combat these issues.

Sincerely,

Brett McLean, P. Eng.  
Director of Operations

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Discover your future / Découvrez votre avenir

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From: [Prokids](#)

Cc:

Subject: Dreams Come True Program

Date: December-08-15 11:34:22 AM

Attachments: [image004.png](#)

Good Morning All,

As part of the lead in to the TELUS Cup, Hockey New Brunswick and The Hockey Canada Foundation have partnered with P.R.O. Kids to select 40 children from Greater Saint John for their **Dreams Come True program**.

We are looking to identify **40 kids (ages 5 to 12)** that **cannot afford to play hockey** and have always wanted to.

We would like a ratio of roughly 80% that have not played hockey yet and 20% that might already be playing now but would need financial support to continue next year.

Each of the 40 children will receive:

- a brand new set of equipment,
- their minor hockey registration fees covered for Fall 2016,
- participation in a Hockey Camp in April.

Please share this opportunity with the families of KV as almost every Canadian knows of at least 1 child who cannot afford to play minor hockey.

Parents can fill out the attached application and send it to P.R.O. Kids or fill it out online at [www.prokidssj.ca](http://www.prokidssj.ca)

Please visit - - <http://www.prokidssj.ca/dreams-come-true.html> or contact me directly if you have questions.

Applications are due by January 15, 2016 as equipment needs to be ordered for the hockey camp in April.

Kind Regards

David



**David Dobbelsteyn**  
P.R.O. KIDS MANAGER  
CITY OF SAINT JOHN  
Work – (506) 642-7529  
Fax – (506) 658-2902  
[www.ProKidssj.ca](http://www.ProKidssj.ca)



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Le présent courriel (y compris toute pièce jointe) s'adresse uniquement à son destinataire, qu'il soit une personne ou un organisme, et pourrait comporter des renseignements privilégiés ou confidentiels. Si vous n'êtes pas le destinataire du courriel, il est interdit d'utiliser, de revoir, de retransmettre, de distribuer, de disséminer, de copier ou d'imprimer ce courriel, d'agir en vous y fiant ou de vous en servir de toute autre façon. Si vous avez reçu le présent courriel par erreur, prière de communiquer avec l'expéditeur et d'éliminer l'original du courriel, ainsi que toute copie électronique ou imprimée de celui-ci, immédiatement. Nous sommes reconnaissants de votre collaboration.



# P.R.O. Kids DCT Application

2013 DCT Open Session Final 1059  
Positive Recreation Opportunities For Kids



**APPLICANT INFORMATION** - All Applications are considered on a first come, first served basis

## Dreams Come True Program

The Hockey Canada Foundation and P.R.O. Kids are offering 40 children in Greater Saint John in financial need the opportunity to play hockey in 2016

### Features

- Minor Hockey Registration Fees covered in Fall 2016
- Brand New Set of Hockey Equipment
- Participation in a hockey camp in April

### Eligibility

- Family must be in Financial Need
- 5-12 year olds who have never played Minor Hockey
- Open to residents of Greater Saint John

**Application Deadline**  
**January 15, 2016**

FIRST NAME OF CHILD				LAST NAME OF CHILD			
GENDER M <input type="checkbox"/> F <input type="checkbox"/>		AGE		BIRTHDATE DD MM YYYY		SCHOOL	
ADDRESS (Must be a resident of Saint John, Grand Bay Westfield, Rothesay or Quispamsis)						POSTAL CODE	
FIRST NAME OF PARENT / GUARDIAN				LAST NAME OF PARENT / GUARDIAN			
RELATIONSHIP		LEGAL CUSTODY OF CHILD: YES <input type="checkbox"/>   NO <input type="checkbox"/>		HOME PHONE		OTHER	
SIZE OF HOUSEHOLD: 1 PARENT <input type="checkbox"/>   2 PARENT <input type="checkbox"/>		WILL THIS CHILD BE IN ANOTHER PAID ACTIVITY DURING THIS TIME? YES <input type="checkbox"/>   NO <input type="checkbox"/>					
# OF CHILDREN UNDER 18 _____		If Yes, please describe _____					
E-MAIL ADDRESS				HAS P.R.O. KIDS HELPED THIS CHILD BEFORE? YES <input type="checkbox"/>   NO <input type="checkbox"/>			

PLEASE CHECK ALL THAT CURRENTLY APPLY: Social Assistance ☐ | Public Housing ☐ | Access to a Vehicle ☐ | Renting ☐ | Mortgage ☐ | Disability Benefit or EI ☐ | Single Income ☐ | Dual Income ☐ | Part Time ☐ | Child Support ☐ | Unemployed ☐ |

### REFERENCE

Please provide at least 1 reference, preferably 2, who are neither a family member nor a friend, and who can confirm the personal and financial situation as they relate to the child. (Example: social worker, teacher, clergy, case manager, physician, lawyer, employer, group leader, etc.)

NAME:	NAME:
POSITION:	POSITION:
TELEPHONE	TELEPHONE
E-MAIL	E-MAIL

### AUTHORIZATION

I, \_\_\_\_\_ (PRINT NAME), authorize the above reference(s) to release personal information as required for program placement to P.R.O. Kids. I assume full responsibility for the supervision of my child while participating in activities.

\_\_\_\_\_  
Signature of Parent / Guardian

Date: \_\_\_\_dd \_\_\_\_mm \_\_\_\_yy

Information on this form is kept confidential and collected to maintain a record of individuals participating or utilizing courses, activities, or facilities.



MAIL – P.R.O. KIDS - 171 ADELAIDE STREET, P.O. BOX 1971, SAINT JOHN, NB E2L 4L1  
PHONE: (506) 642-PLAY FAX: (506) 658-2902  
WWW.PROKIDSSJ.CA PROKIDS@SAINTJOHN.CA

## **Agenda**

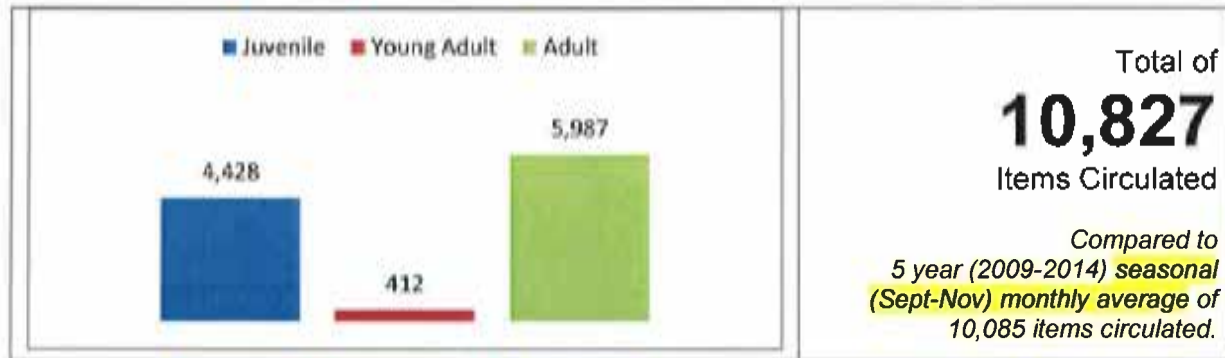
### **Kennebecasis Public Library Board**

**Wednesday, October 14th, 6:00 p.m.**

- 1.) Call to Order
- 2.) Disposition of Minutes from Previous Meeting
- 3.) Communications
  - a. September 24, 2015 Letter to Talon Property Management re: Invoice TAL 11518
  - b. September 24, 2015 Letter to Mike Brennan, Town of Quispamsis re: Portion of Surplus Remaining from the Capital Expansion Project
  - c. September 23, 2015 Letter to John Jarvie, Town of Rothesay re: Portion of Surplus Remaining from the Capital Expansion Project
  - d. September 25, 2015 Letter to Bird Construction re: Phase 2 Section Electrical Covers and Labels not Installed
- 4.) Report of the Librarian
- 5.) Committee Reports
  - a. Financial
  - b. Facilities Management
  - c. Marketing Advisory Committee
- 6.) New and Unfinished Business

## Key Performance Indicators: SEPTEMBER 2015

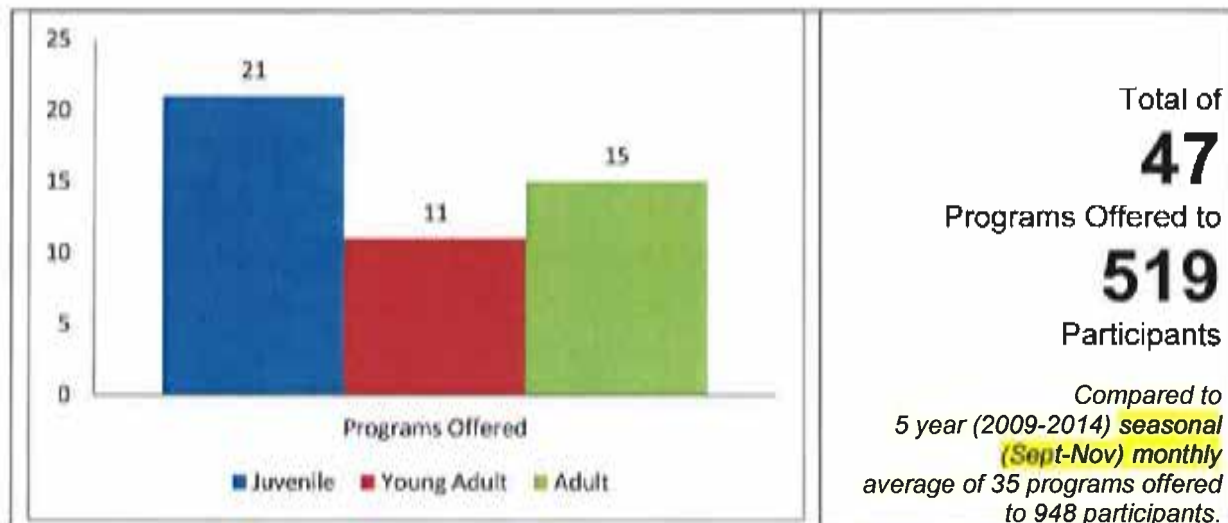
### Circulation



### Foot Traffic

- Total of **6,647** People through our Doors.
  - Compared to seasonal (September-November 2014\*) monthly average of 5,406 . \*Note: Foot traffic data not available prior to September 2013.

### Programs





- Artwork from students at Quispamsis Middle School is on display in the Children's Section for the month of October.
- The Fall Programs are well attended. The new format of registration for ToddlerTime with a maximum of twenty participants allows for a more cohesive well rounded program. We have received positive feedback from attendees. The library is partnering with the Main branch to provide resources to enhance our storytime programming. The introduction of the Saturday Lego Club has been a great success with 20-30 participants.
- Family Storytime, Movie Matinees, Day Care Afternoon, Newcomers Group and Reading Buddies are fall programs that are well attended and welcomed by our patrons.
- The Hackmatack Children's Book Award is a literary program designed for young readers in Atlantic Canada. Students read, discuss and vote on their favourite book. The program is offered to local schools in the area in partnership with the library.
- A Young Adult Graphic Novel Club is a new program offered this month headed by our Youth Employment Intern, Corey Robichaud. Corey will also be offering one-on-one computer tutorials for library patrons.
- The Adult Volunteer run programs are a success at the library. These programs include Scrabble club, Painter's Circle and Knit Wits.
- The library is partnering with the Talk with Me program to offer an Infant Massage program to the community.
- The library partnered with the Fog Lit Festival to provide an author visit during our Family Storytime. Elizabeth Stevens, author of "Pamela Pollock's Perilous Adventure and How She Found the Bluenose" read to the children and musician, Hilary Ladd performed songs. Bill Connall presented a Humour Writing Workshop for adults.

## **Building and Grounds**

Mr. John Irvine, the Facilities Manager will present his maintenance report.

## **Staffing and Volunteers**

Sowon Suh and Mallory Roberts began their employment as Student Assistants at the library the week of September 5<sup>th</sup>. Each student works one evening and every second Saturday until June 2016.

A job advertisement is currently posted for two Industry Canada interns for the library. The job posting closes on October 16<sup>th</sup>.

This fall, the library has 17 returning adult volunteers and 17 volunteers, with 7 new volunteers applying in September.

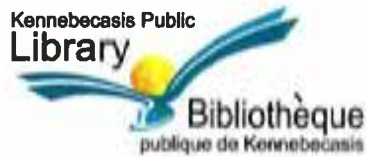
Alison Stickings and Andrea Dixon will attend two days of Aboriginal Awareness training the week of October 14<sup>th</sup>.

Staff enjoyed attending the annual Employee Development Day held on September 19<sup>th</sup>, and were able to attend sessions on process art, social media, electronic databases, autism awareness, and/or toddler programming.

## **Programs and Collections**

- Our Library received the 2015 Fundy Library Region Innovation Award for our innovative social media strategies, and robust range of community partnerships.
- The Fall Program offerings are currently being featured on the electronic sign.
- Members of the outreach Peat Drive Seniors book club have recently enjoyed a Mystery selection entitled "With No One as Witness" by Elizabeth George. The club meets once a month.
- The Kennebecasis Valley Quilting Guild displayed their quilts for the month of September. Brian Perkins, a local artist is displaying his mechanical drawings in a show entitled "Industrial Plein Air" Drawings @ Rothesay Paper this fall.





Respectfully submitted,

A handwritten signature in blue ink that reads 'Alison Stickings'. The signature is written in a cursive style.

Alison Stickings

Acting Library Director and Recording Secretary to the Board

A meeting of the Board of Trustees, Kennebecasis Public Library was held on October 14, 2015 at 6:00pm at the Library.

**In Attendance:** Mr. D. Steeves, Chair; Mr. P. Pugsley, Vice Chair; Mrs. H. Crawford, Treasurer; Deputy Mayor Dr. N. Grant, Mrs. J Miller, Mrs. J. Arsenault, Mr. P. Shedd, Ms. T. Bartlett, and: Mr. J. Irvine, Facility Manager.

**Regrets:** Deputy Mayor L. O'Hara, Mr. P. Shedd, Mrs. Alison Stickings

**Call to Order:** Mr. Steeves called the meeting to order at 6:00pm.

### **Disposition of Minutes**

It was moved by Deputy Mayor Dr. Grant to approve the minutes of the September 16<sup>th</sup> meeting. Mrs. Crawford seconded, and the motion carried.

### **Communications**

These letters were sent on behalf of the Board this month:

- September 24, 2015 Letter to Talon Property Management re: Invoice TAL 11518
- September 24, 2015 Letter to Mike Brennan, Town of Quispamsis re: Portion of Surplus Remaining from the Capital Expansion Project
- September 23, 2015 Letter to John Jarvie, Town of Rothesay re: Portion of Surplus Remaining from the Capital Expansion Project
- September 25, 2015 Letter to Bird Construction re: Phase 2 Section Electrical Covers and Labels not Installed

Ms. Bartlett reported that Bird Construction had followed-up with Mrs. Crawford and Mr. J Irvine regarding the Board's letter regarding the electrical panels' labeling sent on September 25<sup>th</sup>. Ms. Bartlett has asked Mr. Shedd to act as the Board's liaison with Bird.

### **Report of the Librarian**

See attached.

Ms. Bartlett conveyed regrets from Mrs. Alison Stickings, who was absent due to attending a 2-day Aboriginal Awareness training session in Moncton.

Ms. Bartlett shared that the popularity of the new Saturday afternoon Lego Club introduced in September was increasing steadily. Approximately 30 parents and

children were at the last program. The Lego Drive held during the summer months was moderately successful. The Library has and will continue to purchase more Lego to meet the demand for the program.

## **Facilities Management**

See attached.

Ms. Bartlett introduced Mr. J. Irvine, who had commenced in the Facility Manager position in late August.

Mr. Irvine shared a list of companies who had been sent the Request for Proposals for Janitorial Services for the Library. Mr. J Irvine presented the bids received to date. Discussion ensued.

Mr. Steeves thanked Mr. Irvine for coming to the meeting and bid him good evening.

Discussion ensued. Mrs. Crawford moved that upon analysis of the current facility manager's performance, the Board would not extend the facility manager contract beyond the three month initial term. Mrs. Miller seconded, and the motioned carried.

## **Financial Statement**

Mrs. Crawford presented the Financial Statement for the Period Ending September 30, 2015. Discussion ensued. Mrs. Crawford projected that Utilities would be over by approximately \$4,600 by year-end.

Mr. Pugsley stated that the Available To Spend column of the report was misleading. Mrs. Crawford agreed and said she would mention it to the book keeper.

Mrs. Crawford moved acceptance of the Financial Statement for the Period Ending September 30, 2015. Mr. Pugsley seconded, and the motion carried.

Ms. Bartlett presented the final draft of the 2016 operating budget. Discussion ensued. Mr. Pugsley moved to adopt and circulate the 2016 budget to Town Councils. Mrs. Crawford seconded, and the motion carried.

## **Marketing Advisory Committee**

No news.

## **New and Unfinished Business**

### *Staff and Board Holiday Dinner*

Mrs. Bartlett asked if the Board wanted to proceed with a 2015 staff and board holiday dinner. Discussion ensued. Mr. Steeves requested that a variety of quotes be obtained from different Valley dining establishments for the board's further consideration

**Adjournment:** As there was no other business, Mr. Pugsley moved that the meeting be adjourned at 7:40 P.M.

**Next Meeting:** The next meeting is scheduled for November 18, 2015 at 6pm at the Library.

Respectfully submitted,



Tiffany Bartlett  
Acting Assistant Regional Director and Secretary to the Board

Kennebecasis Public Library Inc.		OPERATING FUND						
Comparative Income Statement (DRAFT)		a	b	c	d	e	e - c	b - e
Period ending October 31, 2015		Restricted Fund	Operating YTD Actual	Year To Date Budget	Year To Date Variance Better (Worse)	Annual Budget	Available to spend	Annual Budget Variance
<b>REVENUE</b>								
Library Service - Rothesay			64,671	61,471	3,200	73,765	12,294	(9,094)
Library service - Quispamsis			99,373	92,028	7,344	110,434	18,406	(11,062)
Room Rentals, Printer and copies			2,794	4,167	(1,373)	5,000	833	(2,207)
Grants			3,516	0	3,516			3,516
Donations	1,882		0	0				0
Donation from Friends of KPL	3,063		0	0				
Interest Income (Savings)			2	0	2	0	-	2
Previous Year's Surplus			2,248	2,498	(250)	2,997	500	(749)
<b>TOTAL REVENUE</b>	<b>4,945</b>		<b>172,602</b>	<b>160,163</b>	<b>12,439</b>	<b>192,196</b>	<b>32,033</b>	<b>(19,594)</b>
<b>EXPENSE</b>								
<b>Operations Expenditures</b>								
Other Expenditures - Restricted Fun	421							0
Books, restricted fund	1,773							0
Small Equipment and Furniture			4,996	5,000	4	5,900	900	904
<b>Total Capital Expenditures</b>	<b>2,195</b>		<b>4,996</b>	<b>5,000</b>	<b>4</b>	<b>5,900</b>	<b>900</b>	<b>904</b>
Wages								
Wages			13,288	8,652	(4,636)	9,252	600	(4,036)
El Expense			292	0	(292)	0	-	(292)
CPP Expense			422	0	(422)	0	-	(422)
WCB Expense			100	0	(100)	0	-	(100)
<b>Total Casual Labour</b>			<b>14,102</b>	<b>8,652</b>	<b>(5,450)</b>	<b>9,252</b>	<b>600</b>	<b>(4,850)</b>
<b>General &amp; Administration Expenses</b>								
Building Maintenance			49,555	43,446	(6,109)	52,135	8,689	2,580
Grounds Maintenance			13,908	14,748	840	18,748	4,000	4,840
Property Management Service			7,124	18,850	11,726	22,819	3,769	15,495
Office			7,096	7,590	494	9,108	1,518	2,012
Utilities			34,606	33,883	(723)	42,478	8,595	7,872
Accounting, audit and legal			7,360	2,500	(4,860)	8,000	5,500	640
Professional Development			579	2,000	1,421	2,000	-	1,421
Insurance			5,713	5,625	(88)	6,750	1,125	1,037
Public Relations			1,032	2,500	1,468	3,000	500	1,968
Communications			5,097	5,422	325	6,506	1,084	1,409
Miscellaneous Expense			532	1,575	1,043	2,700	1,125	2,168
Program Exp			1,664	2,500	836	3,000	500	1,336
<b>Total General &amp; Admin Expenses</b>			<b>134,267</b>	<b>140,638</b>	<b>6,372</b>	<b>177,044</b>	<b>36,406</b>	<b>42,777</b>
<b>TOTAL EXPENSE</b>	<b>2,195</b>		<b>153,365</b>	<b>154,290</b>	<b>926</b>	<b>192,196</b>	<b>37,906</b>	<b>38,831</b>
<b>NET INCOME (Deficit)</b>	<b>2,750</b>		<b>19,238</b>	<b>5,873</b>	<b>13,365</b>	<b>0</b>	<b>(5,873)</b>	<b>19,238</b>

C:\Users\User\Desktop\Client Folders\Library\2015\Fin\Statements by Fund 31Oct2015 Income

16/11/2015



# **KENNEBECASIS REGIONAL JOINT BOARD OF POLICE COMMISSIONERS**

**ADDRESS ALL CORRESPONDENCE TO:**

**126 MILLENNIUM DRIVE  
QUISPAMIS, N.B.  
E2E 6E6**

**TELEPHONE: (506) 847-6300  
FAX: (506) 847-6313  
E-MAIL: [krpfadmin@nbpolicy.ca](mailto:krpfadmin@nbpolicy.ca)**

**Gary Clark  
Chairperson**

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**SPECIAL MEETING  
KENNEBECASIS REGIONAL JOINT BOARD  
OF POLICE COMMISSIONERS  
MEETING HELD AT  
KENNEBECASIS REGIONAL POLICE FORCE HEADQUARTERS BUILDING  
126 MILLENNIUM DRIVE  
QUISPAMIS, NEW BRUNSWICK  
ON MONDAY, NOVEMBER 9, 2015  
AT 3:00 P.M.**

**SPECIAL MEETING**

<b>PRESENT:</b>	Gary Clark, Chair	Matt Alexander, Vice-Chair
	Linda Sherbo	Danny Dobson
	Bill McGuire	Emil Olsen
	Nancy Creamer	Peter Bourque
	Cherie Madill	Chief Stephen McIntyre
	Debi Stewart	

**ABSENT:** Bill Artiss

The Chairman brought the Special Meeting of the Board to Order at 3:00 pm. This meeting was called to review the Communications Agreement with the City of Saint John for dispatching services as well as to review the 2016 Telecom Budget.

The Chief explained that the revised Communications Agreement was received and reviewed. It mirrors the previous agreement with the exception of the rate increase. The first proposal and this document show the same figure as it relates to cost in 2020 but instead of paying an increase of 15.7 % in year one, the increase in each year of the agreement will be 5%. This resulted in a \$30,000 reduction for 2016.



**Kennebecasis Regional Joint Board  
of Police Commissioners  
November 9, 2015  
Page 2**

**SPECIAL MEETING**

The Chief explained that Saint John is being inundated with non-emergency administrative type telephone calls. He advised that he is going to hold a meeting internally to figure out what is the best strategy going forward to reduce these calls to the Communication Center. He is going to look at some type of public awareness campaign through the Web Page and Facebook for example, directing the public in the right direction when phoning our Police Service to try to reduce these type of calls to the Communication Center. Discussion took place in this regard and the Chief was provided with numerous ideas to achieve this.

**MOVED BY Matt Alexander and Seconded by Danny Dobson to approve the Five-Year Telecommunication Center Agreement with the City of Saint John. MOTION CARRIED.**

**TELECOMMUNICATION BUDGET**

Ms. Madill presented the 2016 Telecommunication Budget and explained the changes as it related to the new Telecommunication Agreement with the City of Saint John. She advised that at present we only have one telecom center retiree. Also she pointed out that this budget includes, as in previous years all networking charges. The 2016 Budget is at 7.86%. This looks like a large increase but it is because the budget is so small. **MOVED BY Emil Olsen and Seconded by Peter Bourque to accept the 2016 Telecommunications Budget as presented. MOTION CARRIED.**

The Chief advised the Telecommunications Budget will be forwarded to both Towns immediately as they are awaiting same.

**MOTION TO ADJOURN** the Special Meeting of November 9, 2015.

  
**CHAIRMAN**

  
**SECRETARY**



2015Dec14OpenSessionFINAL\_062  
**KENNEBECASIS REGIONAL JOINT BOARD  
OF POLICE COMMISSIONERS**

**ADDRESS ALL CORRESPONDENCE TO:**

**126 MILLENNIUM DRIVE  
QUISPAMIS, N.B.  
E2E 6E6**

**TELEPHONE: (506) 847-6300  
FAX: (506) 847-6313  
E-MAIL: [krpfadmin@nbpolice.ca](mailto:krpfadmin@nbpolice.ca)**

**Gary Clark  
Chairperson**

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**KENNEBECASIS REGIONAL JOINT BOARD  
OF POLICE COMMISSIONERS  
MEETING HELD AT  
KENNEBECASIS REGIONAL POLICE FORCE HEADQUARTERS BUILDING  
126 MILLENNIUM DRIVE  
QUISPAMIS, NEW BRUNSWICK  
ON WEDNESDAY, OCTOBER 28, 2015  
AT 3:00 P.M.**

**REGULAR MEETING**

**PRESENT:**

<b>Gary Clark, Chair</b>	<b>Matt Alexander, Vice-Chair</b>
<b>Linda Sherbo</b>	<b>Bill Artiss</b>
<b>Danny Dobson</b>	<b>Bill McGuire</b>
<b>Emil Olsen</b>	<b>Nancy Creamer</b>
<b>Peter Bourque</b>	<b>Cherie Madill</b>
<b>Chief Stephen McIntyre</b>	<b>Rebecca Moore</b>

The Chairman introduced Rebecca to the Board and that she would be filling in for Debi Stewart at this meeting.

**The Chairman requested a Motion for the Approval of the Agenda of the October 28, 2015 Regular Meeting. Moved by Bill McGuire and Seconded by Danny Dobson. MOTION CARRIED.**

**The Chairman further requested a Motion for the Approval of the Minutes of the Meeting of September 30, 2015. Moved by Matt Alexander and Seconded by Linda Sherbo. MOTION CARRIED.**

**Kennebecasis Regional Joint  
Board of Police Commissioners  
October 28, 2015  
Page 2**

**REGULAR MEETING**

**Declaration of Conflict of Interest** – Mr. Dobson advised that he would be declaring a Conflict of Interest if there were any automobile issues to be discussed.

**SECRETARY-TREASURER'S REPORT**

Ms. Madill presented the Financial Statements for the period ending September 30, 2015.

Statement of Financial Position - At present there is a cash balance of \$736,000.00 as compared to the same time last year the cash balance was \$693,000.00. This is because of the large surplus and we are all aware that the surplus is there. This Statement does not really change from month to month and she then referred board members to the Statement of Operations.

**Statement of Operations –**

Revenue - The revenue year to date is \$289,000.00 as compared to the budgeted amount of \$220,000.00. The reason for this are the secondments and record checks and accident report requests have increased as well.

Salaries and Benefits - This category is under budget as a result of hiring temporary term constables to fill the vacancies of the regular members who are seconded.

Equipment – There will be some purchases made and put towards this category as the Chief usually holds off until the fall.

Vehicles – Fuel costs are down and the budget has been lowered in 2016 in this category. Maintenance and repairs are also under budget. Under the category of New Vehicles we presently have two new vehicles and we sold three. One of these sales was sold in the early part of the year as we had purchased a vehicle at the end of 2014.

Building - This category is pretty well on line with the Budget. Current repairs such as the painting will show up on the October Statements.

**Kennebecasis Regional Joint  
Board of Police Commissioners  
October 28, 2015  
Page 3**

**REGULAR MEETING**

Administration – Year to date expenditures are \$479,000.00 most of which is the sick pay/retirement which is deposited at the end of the year. Labor Relations is under budget as at the end of September but will increase as Mr. LeMesurier is assisting in respect to Negotiations.

The total surplus at the end of September is \$349,000.00.

**TELECOM FUND**

The telecom fund is presently in a deficit position in the amount of \$972.53 mainly due to the retiree's health insurance.

Mr. Clark advised that letters have been forwarded to both Towns as it relates to the Contingency Fund and about doing a presentation to both Towns in this regard. We are awaiting a reply from both Towns.

Mr. Olsen suggested that a letter be forwarded to both Councils requesting that the board have an opportunity to discuss the Contingency Fund. Mr. Clark advised that this request was contained in the letter which was previously forwarded. A brief discussion took place in respect to this matter. Mr. Olsen requested the Chair phone both towns to request a presentation in respect to the Board's Contingency Fund be made prior to them making their decision.

**Moved by Matt Alexander and Seconded by Danny Dobson to accept the Secretary-Treasurer's report for the period ending September 30, 2015.  
MOTION CARRIED.**

**CHIEF'S REPORT**

Chief advised the Board Members that the Annual Flu Shot Clinic would be held on November 10, 2015 in our Boardroom from 1:00 pm – 4:00 p.m.

In respect to the Christmas Function being held at East Riverside on December 10, please respond to Debi so we will know how many individuals will be in attendance.

**Kennebecasis Regional Joint  
Board of Police Commissioners  
October 28, 2015  
Page 4**

**REGULAR MEETING**

Mr. Olsen advised that he has a conflict and will not be able to attend the Christmas Function.

The Chief reviewed his report and further advised that Cst. Krystal Daley, who is our Public Information Officer will be going out on Maternity Leave.

The Distracted Driving Campaign we held in conjunction with the KV Superstore was a tremendous success.

Cst. Kelley McIntyre organized the 1<sup>st</sup> Annual Tanya Shand Memorial Run was held and was a huge success and he understands that both of these projects have been nominated for an award with the Crime Prevention Association of New Brunswick.

The Annual Veteran's Day Luncheon will be held on November 4<sup>th</sup> at Sobeys in Rothesay and our members will be participating in this event.

Two or three of our members have been trained on the D.A.R.E. Program and will hopefully lead to this program being delivered even more efficiently in 2016.

A number of presentations have been made throughout the community and at the High Schools.

Members of the Force are actively involved in two or three Police Act Investigations for other Agencies.

The Chief advised that he had previously spoken to the Board about the purchase of a Drone for the Force. At the previous Board Meeting a Motion was made for the purchase of a Drone in the amount of \$4,500.00. Inspector Giggey has investigated numerous suppliers in this regard and we are looking to purchase a better Drone than was originally thought. What would suit the Force much better would be a Drone with a FLIR (heat seeking) capability. After investigation Inspector Giggey found one that has the FLIR capability as well as increased flying time, GPS navigation and a guidance system. This Drone is called "Dr. Drone" and the unit is called a matrice. The company is willing to equip the drone with the FLIR. The total labor for that modification would

**Kennebecasis Regional Joint  
Board of Police Commissioners  
October 28, 2015  
Page 5**

**REGULAR MEETING**

take 6 hours and the labor will be donated, training and maintenance are included as well. The total cost of this unit is \$9,525.00 + HST. Mr. Clark asked what an extra battery would cost. The Chief explained that an extra battery is included in this price. The Chief explained the numerous benefits of having this equipment especially with the FLIR capability. Mrs. Creamer asked if this would be something that would be something that we would loan to other surrounding agencies if their need required same. The Chief advised that they would absolutely make this available to other agencies if the need be and our trained members would accompany the Drone in this instance. The Chief further advised that training is included and he would be training a number of our officers in the proper use of this equipment. This would be billed to other agencies on a member cost recovery basis (ie overtime). Chief McIntyre reviewed the quote line by line. **Moved by Emil Olsen to expend approximately \$10,000 for the purchase of an up-dated Drone details which are attached. and subject to an acceptable demonstration. Seconded by Bill McGuire.** Mr. Dobson asked who the supplier was. Chief McIntyre advised it was Dr. Drone out of Moncton and Dartmouth. Mr. Dobson further asked if the Chief knew of any other organizations who are using this product. The Chief advised he was unsure and would have to ask Inspector Giggey. Mr. Dobson further asked if the Board members would have an opportunity to see one being used prior to our purchasing of same. Chief McIntyre advised that prior to our ordering this, he will be looking for the supplier to attend our office and provide a demonstration. Mr. Clark requested the Chief ask for a couple of referrals from the Company. Mr. Bourque asked if our finances will support this purchase. The Chief advised that it will. Mr. Alexander asked if there was some type of package we could purchase as these types of items go out of date in no time. The Chief explained that this drone has the capability of changing, upgrading or adding other options in the event there are technology changes in the future. Mr. Olsen asked that his Motion have the following added "**and subject to an acceptable demonstration**". Mr. Dobson wanted further information and background on the company who is supplying the drone.

The Chief wanted clarification in that if we arrange for the supplier to attend and perform a satisfactory demonstration and satisfy our concerns with respect to on-going service, or the ability to be able to add components, then go ahead and purchase it?



**Kennebecasis Regional Joint  
Board of Police Commissioners  
October 28, 2015  
Page 6**

**REGULAR MEETING**

The Chief was advised yes and he just wanted to make sure he did not have to return to the Board with further details with respect to this purchase. **MOTION CARRIED.**

The Chief mentioned some of the other items that he mentioned when he went through his report such as ident supplies, the traffic section, some modest office bump ups he was given the authority to go ahead and purchase. There are also five new chairs ordered for the briefing area.

Mr. Dobson asked if Cst. Daley would be replaced while she was on Maternity Leave. The Chief advised that our Professional Development Officer will carry those responsibilities from now until the end of the year. Requests have been put out to the membership as to where they would like to work in 2016 and we try to accommodate where we can where there is a real benefit for improving a members' skillsets in certain areas. These requests have to be reviewed and the Schedule out to the membership by December 15.

**MOVED BY Danny Dobson and Seconded by Bill McGuire to receive and file the Chief's Report. MOTION CARRIED.**

**COMMITTEE REPORTS**

**Personnel:** In camera session to be held after the regular meeting. Negotiations have been discussed.

**Building and Grounds:** The Chief referred to the storage container located in our parking lot. He checked into the costs associated with purchasing same as opposed to renting on a monthly basis. The Cost to purchase was originally \$4,000 and now it can be purchased for \$3,000. The Chief feels that this would be a good move forward to purchase this as it has worked very well for us.

**Insurance:** Mr. Bourque advised he was waiting for the final figures but is expecting a 2% increase for 2016.

**Kennebecasis Regional Joint  
Board of Police Commissioners  
October 28, 2015  
Page 7**

**REGULAR MEETING**

**Finance:** Mr. Dobson advised there was nothing to report and we are waiting on a reply from the City of Saint John as it relates to the Communication Agreement.

**Transportation:** Awaiting the arrival of the new vehicle.

**Communications:** Nothing to report.

**Regional Service Commission:** Nothing to report.

**Moved by Emil Olsen to receive and file Committee Reports. Seconded by Nancy Creamer. MOTION CARRIED.**

**Correspondence:** Nothing to report.

**NEW BUSINESS:** Nothing to report.

**MOVED BY Emil Olsen and Seconded by Peter Bourque to adjourn. MOTION CARRIED.**

  
\_\_\_\_\_  
**CHAIRMAN**

  
\_\_\_\_\_  
**SECRETARY**

**KENNEBECASIS REGIONAL JOINT BOARD OF POLICE COMMISSIONERS  
STATEMENT OF FINANCIAL POSITION**

**As at October 31, 2015**

	<u>2015</u>	<u>2014</u>
<b>-----Financial assets-----</b>		
Cash - General	\$693,920.27	\$605,410.27
Sick Pay/ Retirement Investments	800,903.01	722,751.28
Accounts Receivable	76,559.55	71,300.76
Sales tax recoverable	23,475.08	24,271.65
	<u>\$1,594,857.91</u>	<u>\$1,423,733.96</u>
<b>----Liabilities-----</b>		
Accounts payable and accrued	402,365.59	325,923.11
Vested sick leave/retirement accrual	757,742.15	703,772.42
Sick leave replacement	13,298.53	12,850.00
Accrued pension benefit liability	1,140,800.00	1,283,400.00
Debenture payable	<u>1,450,000.00</u>	<u>1,552,000.00</u>
	<u>3,764,206.27</u>	<u>3,877,945.53</u>
<b>NET ASSETS (DEBT)</b>	<u>-2,169,348.36</u>	<u>-2,454,211.57</u>
<b>----Non-Financial Assets-----</b>		
Tangible capital assets (see page 2)	3,407,400.83	3,306,648.98
Accumulated amortization	<u>-1,161,977.85</u>	<u>-1,041,192.63</u>
	2,245,422.98	2,265,456.35
Unamortized Debenture costs	4,418.55	3,131.09
Prepaid expenses	<u>80,204.54</u>	<u>24,850.00</u>
	<u>2,330,046.07</u>	<u>2,293,437.44</u>
<b>ACCUMULATED SURPLUS</b>	<u>160,697.71</u>	<u>-160,774.13</u>
Assets	3,924,903.98	3,717,171.40
Liabilities	3,924,903.98	3,717,171.40

**KENNEBECASIS REGIONAL JOINT BOARD OF POLICE COMMISSIONERS**  
**SCHEDULE OF TANGIBLE CAPITAL ASSETS**  
**October 31, 2015**

	<u>2015</u>			<u>2014</u>
	-----TANGIBLE CAPITAL ASSETS-----			
	Balance beginning of year	Additions	Disposals	Balance end of year
<b>Millennium Drive</b>				
Land	194,247.55			194,248
Building - Roof	42,676.66			42,677
Mechanical	250,627.82			250,628
Electrical	330,542.64			330,543
Other	520,640.03			510,421
Structure	1,106,997.29			1,106,997
	2,251,484.44	0.00		2,241,266
Accumulated amortization	-624,238.90			-558,382
Net book value of Building	1,627,245.54	0.00	0.00	1,682,884
Paving	52,600.16			52,600
Accumulated amortization	-24,985.07			-22,355
Net book value of paving	27,615.09	0.00	0.00	30,245
Landscaping	3,268.36			3,268
Accumulated amortization	-3,104.95			-2,778
Net book value of landscaping	163.41	0.00	0.00	490
<b>Furnishings</b>	177,329.73			177,330
Accumulated amortization	-84,231.63			-75,365
Net book value of furnishings	93,098.10	0.00	0.00	101,965
<b>Machinery &amp; equipment</b>	61,695.71			44,035
Accumulated amortization	-44,918.24			-43,027
Net book value of equipment	16,777.47	0.00	0.00	1,008
<b>Information technology equipment</b>	142,374.50			125,438
Accumulated amortization	-91,524.63			-76,226
Net book value of IT equipment	50,849.87	0.00	0.00	49,212
<b>Vehicles - Not general patrol</b>	367,110.54			316,924
Accumulated amortization	-219,673.41			-194,349
Net book value of not general patrol vehicles	147,437.13	0.00	0.00	122,575
<b>Vehicles - General patrol</b>	157,289.84			151,540
Accumulated amortization	-69,301.02			-68,710
Net book value of general patrol vehicles	87,988.82	0.00	0.00	82,830
<b>Total Tangible Capital assets</b>	3,407,400.83	0.00	0.00	3,306,649
<b>Total Accumulated amortization</b>	-1,161,977.85	0.00	0.00	-1,041,192
	<u>2,245,422.98</u>	<u>0.00</u>	<u>0.00</u>	<u>2,265,457</u>

**KENNEBECASIS REGIONAL JOINT BOARD OF POLICE COMMISSIONERS**  
**STATEMENT OF OPERATIONS**  
**TEN MONTHS ENDING OCTOBER 31, 2015**

Page 3

	----- TEN MONTHS -----				
	-----		PRIOR YR	-----	BUDGET-----
REVENUE:	--ACTUAL--				
Fees	\$58,984.58	51%	\$59,168	\$39,167	\$47,000
Taxi & Traffic Bylaw	6,202.91	49%	3,583	4,167	5,000
Interest income	5,486.83	32%	5,754	4,167	5,000
Retirement interest & dividends	14,579.26	-8%	15,758	15,833	19,000
Secondments	251,859.13	39%	175,192	181,384	217,661
	<u>\$337,112.71</u>	38%	<u>259,455</u>	<u>244,718</u>	<u>293,661</u>
<b>EXPENDITURE:</b>					
<b>CRIME CONTROL</b>					
Salaries	\$2,620,987.91	-3%	\$2,479,295	2,690,643	\$3,228,772
Benefits	485,610.11	-15%	472,082	568,248	681,898
Training	28,741.07	-9%	42,815	31,667	38,000
Equipment	7,108.38	-57%	15,272	16,667	20,000
Equip repairs & IT support	2,259.75	-32%	3,608	3,333	4,000
Communications	42,208.81	13%	54,652	37,500	45,000
Office function	10,571.61	-25%	12,221	14,167	17,000
Leasing	9,762.52	34%	7,043	7,292	8,750
Policing-general	36,289.69	56%	43,982	23,334	28,001
Insurance	9,150.00	-2%	8,906	9,351	11,221
Uniforms	38,157.00	27%	56,763	30,000	36,000
Prevention/p.r.	4,488.85	-40%	4,662	7,500	9,000
Investigations	18,043.92	-25%	13,458	24,167	29,000
Detention	21,550.00	0%	21,100	21,550	25,860
Taxi & Traffic Bylaw	1,104.77	165%	103	417	500
Auxillary	1,343.68	7%	254	1,250	1,500
Public Safety	30,481.00	31%	27,931	23,333	28,000
	<u>3,367,859.07</u>	-4%	<u>3,264,147</u>	<u>3,510,418</u>	<u>4,212,502</u>
<b>VEHICLES</b>					
Fuel	73,819.22	-23%	89,935	95,833	115,000
Maint./repairs	68,696.60	-3%	69,915	70,833	85,000
Insurance	16,930.80	-13%	18,534	19,461	23,353
New vehicles	112,238.84	18%	38,885	95,000	114,000
Equipment	15,312.24	-15%	2,639	17,917	21,500
	<u>286,997.70</u>	-4%	<u>219,908</u>	<u>299,044</u>	<u>358,853</u>

**STATEMENT OF OPERATIONS**  
**TEN MONTHS ENDING OCTOBER 31, 2015**

	-----TEN MONTHS-----			-----	
	--ACTUAL--			PRIOR YR ----- BUDGET-----	
<b>EXPENDITURE continued:</b>					
<b>BUILDING</b>					
Maintenance	47,662.74	63%	31,644	29,167	35,000
Cleaning	18,099.87	-8%	18,628	19,583	23,500
Electricity	35,479.75	-9%	29,210	39,167	47,000
Taxes	36,447.90	-4%	36,312	38,128	45,754
Insurance	4,352.50	-1%	4,185	4,394	5,273
Grounds	9,383.15	25%	20,640	7,500	9,000
Interest on Debenture	46,747.50	-19%	60,634	57,500	69,000
Debenture Principal	93,333.30	7%	85,000	87,500	105,000
	<u>291,506.71</u>	3%	<u>286,253</u>	<u>282,939</u>	<u>339,527</u>
<b>ADMINISTRATION</b>					
Salaries	490,637.41	0%	478,697	492,020	590,424
Benefits	84,339.78	-12%	83,939	95,944	115,133
Professional Fees	29,929.12	-12%	30,026	34,167	41,000
Travel/Training	10,493.25	-3%	11,498	10,833	13,000
Board Travel/Expenses	1,841.50	-56%	1,431	4,167	5,000
Insurance	1,016.70	-2%	990	1,039	1,247
Bank service fees	-38.26		520		
Labour Relations	2,763.38	-67%	11,077	8,333	10,000
Sick Pay/Retirement		-100%		44,339	53,207
Retirement int & dividends	14,579.26	-8%	15,758	15,833	19,000
2nd prior year (surplus) deficit	-102,512.50		-16,856	-102,513	-123,015
	<u>533,049.64</u>	-12%	<u>617,080</u>	<u>604,163</u>	<u>724,996</u>
	4,142,300.41	-7%	4,127,933	4,451,848	5,342,217
<b>CONTRIBUTED BY MEMBERS</b>	<u>4,451,855.00</u>		<u>4,367,210</u>	<u>4,451,848</u>	<u>5,342,217</u>
<b>SURPLUS (DEFICIT)</b>	<u>\$309,554.59</u>		<u>\$239,277</u>	<u>\$0</u>	<u>\$0</u>
<b>TELECOM FUND</b>					
City of SJ telecomm services	253,250.00	0%	245,833	253,250	303,900
Data Networking charges	7,696.61		7,164	7,625	9,150
Retirees health insurance	1,935.11		3,300	1,250	1,500
2nd prior year (surplus) deficit	-4,068.30	0%	1,386	-4,068	-4,882
	<u>258,813.42</u>		<u>257,683</u>	<u>258,057</u>	<u>309,668</u>
<b>CONTRIBUTED BY MEMBERS</b>	<u>258,055.00</u>		<u>254,883</u>	<u>258,057</u>	<u>309,668</u>
<b>SURPLUS (DEFICIT)</b>	<u>(\$758.42)</u>		<u>(\$2,800)</u>	<u>\$0</u>	<u>\$0</u>
<b>Total surplus (deficit)</b>	\$308,796.17		\$236,477		



**KENNEBECASIS REGIONAL JOINT BOARD OF POLICE COMMISSIONERS** pg 5  
**NOTES TO THE FINANCIAL STATEMENTS**  
**October 31, 2015**

**STATEMENT OF FINANCIAL POSITION**

BANK balance		693,920	at October 31
ACCOUNTS PAYABLE balance	402,366		
Debenture costs paid December	-83,497		
	-----		
Current Accounts Payable		318,869	Paid in November
		-----	
Extra (Shortfall) in bank account		375,051	

*Prepays* include insurance, property taxes and Managed Health Care's deposit

**STATEMENT OF OPERATIONS**

*Revenue:*

- \* Secondments -Two new secondments started this summer

*Crime Control:*

- \* Salaries under budget due to two sergeants on LTD for the first 1/2 of the year and two new secondments (now have four)
- \* Benefits Health insurance 2015: \$116,826 2014: \$114,593  
Retirees health insurance costs less by \$389 (retirees paid more than the costs)  
Last October 2014 the retirees paid \$1,056 less than the actual costs
- \* Policing - general is up by the costs of the fingerprint scanner maintenance contract and some new handguns

*Building:*

- \* Maintenance is up due to replacing two heaters in the garage bays, repairs on the video cameras, increasing security in the front reception area, repairs to the siding & garage doors, and bought a storage container

*Vehicles:*

- \* New vehicles - bought three new vehicles and sold three vehicles (for \$5,280 total)

*Administration:*

- \* Benefits Health Insurance 2015: \$17,061 2014: \$17,122
- \* Sick Pay/Retirement - contribution made at year end

*Telecom:*

- \* Retirees health insurance (Retirees paid less than the actual cost of their plan) \$1.935  
Last October 2014 the retirees paid \$3,300 less than the actual costs

2015Dec14OpenSessionFINAL-074  
**KENNEBECASIS VALLEY FIRE DEPARTMENT INC BOARD MEETING**  
**FIRE STATION ONE, CAMPBELL DRIVE**  
**OCTOBER 7, 2015**

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Present: Chair Libby O'Hara  
Vice Chair Blair MacDonald  
Secretary Treasurer Kirk Miller  
Commissioner Pat Gallagher Jette  
Commissioner Robert McIntyre  
Commissioner Brian Shanks  
Commissioner Roger Young

Chief Bill Ireland  
Carlene MacBean, Executive Assistant  
Corinne Carpenter, Finance / Payroll

Regrets: Commissioner Katrina White

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**1.0    Call to Order**

Chair O'Hara called the meeting to order at 6:42 pm.

**2.0    Chair's Remarks**

Chair O'Hara attended the "Be Alarmed, Be Ready" campaign kick off by the Fire Marshals office held at Station 2 along with the Fire Marshal and Mayor Bishop of the Town of Rothesay. She praised the guest speaker, a retired firefighter, who spoke of the importance of carbon monoxide detectors, his personal loss of several family members and how he has made it his goal to educate everyone. Chair O'Hara stated the Fire Marshal spoke to her about the professionalism of Chief Ireland and Deputy Chief McCoy. She also encouraged all members to attend the Fire Department's Open House on October 10<sup>th</sup> and for everyone to check their smoke detectors and carbon monoxide detectors for expiry dates and batteries.

**3.0    Approval of Agenda**

Moved by P. Gallagher Jette and seconded by K. Miller, that the agenda be approved.  
**CARRIED**

**4.0    Disclosure of Interest**

None

5.1 Approval of Previous Minutes

Moved by B. Shanks and seconded by R. McIntyre, that the minutes of September 9, 2015 be approved with the following change to Section 6.1, remove "to deal with" from the sentence:

"Vice Chair MacDonald stated the Rothesay Council has referred this item to the Town Manager to deal with and Chair O'Hara stated Quispamsis has sent a letter to the Town of Rothesay with some questions"

**CARRIED**

6.0 Unfinished Business

6.1 Amendment to Regional Fire Protection Update

Chief Ireland reported he had nothing to add.

6.2 Amendment to By-Law 1A – Bonding of Treasurer

Moved by B. Shanks and seconded by K. Miller to receive and file.

**CARRIED**

7.0 Correspondence

None

8.0 New Business

8.1 Review of Fire Protection Grades

Chief Ireland provided this information per the request of Vice Chair MacDonald, this memo is intended to serve as a brief overview of the Public Fire Protection Classification (PFPC) and Dwelling Protection Grade (DFG) used by the Fire Underwriters Survey to assist the insurance industry in setting rates.

Moved by B. MacDonald and seconded by P. Gallagher Jette to receive and file.

**CARRIED**

9.0 Financial

9.1 Draft Financial Statements for the Eight Months Ended August 31, 2015

Moved by K. Miller and seconded by P. Gallagher Jette to receive and file the draft financial statements for the eight months ended August 31, 2015.

**CARRIED**

10.0 Business Arising from Committee of the Whole

10.1 Finance Committee Report

Moved by K. Miller and seconded by B. Shanks, as per the request of the Joint Finance Committee to approve and send back the revised 2016 Operating and Capital Budget containing the requested changes of the Joint Finance Committee.

**CARRIED**

11.0 Reports

11.1 Chief's Report

Chief Ireland reported that the department experienced a significant weather event on September 30<sup>th</sup>. Parts of Hampton Road were impassable during the storm and the Rothesay Commons had a lot of water. The department had calls backed up throughout the night. They made sure there were no hazards in residents' homes and tried to assist seniors and others requiring assistance. Chief Ireland stated the department had to contact the Red Cross to help some people who needed to move.

Chair O'Hara stated the storm has put the Town of Quispamsis works department behind in scheduled work for about three weeks while they deal with flood damage. Treasurer Miller reported the retention pond in Oakville Acre did its job, however, piles of dirt washed down the hill diverted the water in behind the A&W on Hampton Road. Chief Ireland stated that without the retention pond in place we would still be dealing with damage.

Moved by B. Shanks and seconded by P. Gallagher Jette to receive and file.

**CARRIED**

11.2 Response Summary

Moved by K. Miller and seconded by B. Shanks to receive and file.

On the question:

Commissioner Young requested a general overview of where the calls are. Chief Ireland stated he would provide this information using the data over a few years. Vice Chair MacDonald requested that all the Board members receive.

**CARRIED**

12.0 Adjournment

Moved by K. Miller that the meeting be adjourned at 7:10 pm.

**Date of next meeting – December 9, 2015 at 5:30 pm**

Respectfully submitted,

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CHAIR

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SECRETARY / TREASURER

## Kennebecasis Valley Fire Department Inc.

9.1

Statement of Operations with Budget Variances  
For the 8 months ending August 31, 2015

	BUDGET YEAR TO DATE	ACTUAL YEAR TO DATE	VARIANCES YEAR TO DATE (Under Budget)	BUDGET 2015
<b>Line # REVENUE:</b>				
1 Members Contributions	\$3,069,500	\$3,069,500	(\$0)	\$4,433,722
2 Local Service Districts	\$58,531	\$58,531	\$0	\$87,796
3 Revenue Fee Structure	\$70	\$35	(\$35)	\$70
4 Rebate on Property Tax	\$44,000	\$43,979	(\$21)	\$44,000
5 Misc. Revenue	\$0	\$617	\$617	\$0
6 Interest Income C/A	\$2,000	\$3,567	\$1,567	\$3,000
7 Surplus/ Deficit 2nd Previous	(\$9,756)	(\$9,756)	\$0	(\$9,756)
8	<u>\$3,164,345</u>	<u>\$3,166,473</u>	<u>\$2,129</u>	<u>\$4,558,832</u>
<b>EXPENSES:</b>				
<b>ADMINISTRATION:</b>				
9 Admin. Wages and Benefits	\$367,147	\$360,797	(\$6,349)	\$548,400
10 Convention/ Dues/ Training	\$9,000	\$6,008	(\$2,992)	\$20,000
11 Professional Services	\$0	\$0	\$0	\$24,500
12 Office Supplies / Copy Machine/ S/C	\$4,885	\$4,904	\$19	\$7,328
13 Computer Hardware/Software/IT	\$8,617	\$6,275	(\$2,342)	\$12,000
14 Station Telephone/ Internet	\$8,225	\$6,909	(\$1,316)	\$14,100
15 Postage/ Misc. Exp	\$1,550	\$545	(\$1,005)	\$3,550
16	<u>\$399,424</u>	<u>\$385,440</u>	<u>(\$13,984)</u>	<u>\$629,878</u>
<b>FIREFIGHTING FORCE:</b>				
17 Salaries Basic	\$1,497,686	\$1,491,605	(\$5,881)	\$2,285,613
18 Overtime	\$40,000	\$31,144	(\$8,856)	\$60,000
Vacation Pay on Retirement	\$8,185	\$6,821	(\$1,364)	\$14,187
19 Force Benefits	\$417,040	\$416,400	(\$641)	\$558,600
20 Clothing/Uniform Maintenance	\$13,733	\$8,452	(\$5,281)	\$28,400
21 Medical and Fitness Training	\$8,000	\$6,349	(\$1,651)	\$15,400
22 Career Recognition	\$1,750	\$644	(\$1,106)	\$3,500
23 Holiday Relief Wages & Overtime	\$189,030	\$190,788	\$1,757	\$268,900
24 Holiday Relief Benefits	\$64,432	\$53,506	(\$10,927)	\$83,040
25 Volunteer Expenses	\$13,000	\$9,518	(\$3,482)	\$20,300
26	<u>\$2,252,858</u>	<u>\$2,215,426</u>	<u>(\$37,432)</u>	<u>\$3,345,940</u>
<b>TELECOMMUNICATIONS</b>				
27 Cellular Telephone	\$3,014	\$2,384	(\$630)	\$4,520
28 Communication Equipment	\$5,100	\$4,870	(\$230)	\$12,000
29 Maintenance/ Repairs	\$2,000	\$565	(\$1,435)	\$3,000
30	<u>\$10,114</u>	<u>\$7,819</u>	<u>(\$2,295)</u>	<u>\$19,520</u>
<b>INSURANCE:</b>				
31 Insurance	\$34,500	\$31,739	(\$2,761)	\$34,500
32	<u>\$34,500</u>	<u>\$31,739</u>	<u>(\$2,761)</u>	<u>\$34,500</u>



# Kennebecasis Valley Fire Department Inc.

Statement of Operations with Budget Variances  
For the 8 months ending August 31, 2015

	BUDGET YEAR TO DATE	ACTUAL YEAR TO DATE	VARIANCES YEAR TO DATE (Under Budget)	BUDGET 2015
continued..				
<b>PREVENTION AND TRAINING</b>				
33 Firefighter/Co. Officer Training	\$16,000	\$12,421	(\$3,579)	\$32,000
34 Fire Prevention and Public Education	\$5,610	\$6,184	\$574	\$10,000
35 Training Supplies	\$1,500	\$524	(\$976)	\$2,500
36	<u>\$23,110</u>	<u>\$19,130</u>	<u>(\$3,980)</u>	<u>\$44,500</u>
<b>FACILITIES</b>				
37 Station 1 Operating	\$142,721	\$150,884	\$8,143	\$177,682
38 Station 2 Operating	\$14,467	\$14,477	\$10	\$21,700
39 Station 2 Rent	\$31,333	\$31,333	\$0	\$47,000
40 Station Supplies	\$6,667	\$5,242	(\$1,424)	\$10,000
41	<u>\$195,187</u>	<u>\$201,916</u>	<u>\$6,729</u>	<u>\$256,382</u>
<b>FLEET</b>				
42 Vehicle Fuel	\$25,083	\$18,635	(\$6,448)	\$43,000
43 Vehicle Registration	\$325	\$324	(\$1)	\$425
44 Vehicle Lease Payments	\$1,700	\$1,089	(\$611)	\$1,700
45 Vehicle Maint & Repairs	\$38,000	\$36,330	(\$1,670)	\$60,000
46	<u>\$65,108</u>	<u>\$56,378</u>	<u>(\$8,730)</u>	<u>\$105,125</u>
<b>OPERATIONS</b>				
47 New Equipment	\$10,664	\$5,140	(\$5,524)	\$16,000
48 Maint & Repairs - Equipment	\$10,375	\$12,228	\$1,853	\$12,000
49 Maint & Repairs - Bunker Gear	\$2,000	\$310	(\$1,690)	\$6,000
50 Medical Supplies	\$2,333	\$2,969	\$635	\$3,500
51 Firefighter Supplies	\$2,667	\$2,044	(\$623)	\$4,000
52 Health & Safety	\$1,000	\$667	(\$333)	\$1,500
53 H&S Cause Determination	\$667	\$726	\$59	\$1,000
54	<u>\$29,706</u>	<u>\$24,083</u>	<u>(\$5,623)</u>	<u>\$44,000</u>
<b>WATER COSTS:</b>				
55 Water Costs - Rothesay	\$17,110	\$17,110	\$0	\$22,813
56 Water Costs - Quispamsis	\$3,131	\$3,130	(\$1)	\$4,174
57	<u>\$20,240</u>	<u>\$20,240</u>	<u>(\$0)</u>	<u>\$26,987</u>
<b>OTHER:</b>				
58 Miscellaneous	\$1,333	\$1,196	(\$137)	\$2,000
59 Retirement Allowance	\$33,333	\$33,333	\$0	\$50,000
60	<u>\$34,667</u>	<u>\$34,530</u>	<u>(\$137)</u>	<u>\$52,000</u>
61	<u>\$3,064,914</u>	<u>\$2,996,701</u>	<u>(\$68,212)</u>	<u>\$4,558,832</u>
62 PROJECTED BUDGET SURPLUS (DEFICIT)	<u>\$99,431</u>		<u>\$70,341</u>	<u>\$0</u>
63 ACTUAL SURPLUS (DEFICIT) FOR THE PERIOD		<u>\$169,772</u>		

# Kennebecasis Valley Fire Department Inc.

Budget Variances Analysis greater than \$5,000  
For the 8 months ending August 31, 2015

Line #	Description	Budget YTD	Actual YTD	Variance	Details
				(Under Budget)	
9	Admin Wages & Benefits	\$367,147	\$360,797	(\$6,350)	Reduced hours for accountant, reduced benefit costs
	Firefighting Force				
17	Salaries	\$1,497,886	\$1,491,805	(\$5,881)	Result of retirement and personnel on LTD
18	Overtime	\$40,000	\$31,144	(\$8,856)	as required
20	Clothing/Uniform Maintenance	\$13,733	\$8,452	(\$5,281)	as required
24	Holiday Relief Benefits	\$64,432	\$53,506	(\$10,927)	Benefit costs due to staff movement less than budgeted
37	Station 1 Operating	\$142,721	\$150,864	\$8,143	New AC unit
42	Vehicle Fuel	\$25,083	\$18,635	(\$6,448)	as required
47	New Equipment	\$10,664	\$5,140	(\$5,524)	
	Material Variances	\$2,161,467	\$2,120,343	(\$41,124)	

# Kennebecasis Valley Fire Department Inc.

Invoices over \$2,000  
For the months of August 2015

Recurring Monthly Invoices		Amount	Description
08/01/15	Assumption Life	\$24,861	Group Benefits
08/01/15	Town of Quispamsis	\$3,917	Rent - Station 2
08/13/15	Receiver General	\$42,885	payroll liabilities
08/13/15	BMO	\$72,723	net wages 08/13/2015
08/27/15	Receiver General	\$37,058	payroll liabilities
08/27/15	BMO	\$68,437	net wage08/27/2015
08/31/15	CIBC Mellon	\$39,392	Pension August 2015
08/31/15	I.A.F.F. Local 3591	\$6,797	Union Dues
Non-Recurring Invoices		Amount	Description
08/12/15	The Online Learning Center	\$4,725.00	



# Kennebecasis Valley Fire Department

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## *Fire Chief's Report to the Joint Board of Fire Commissioners*

October 7, 2015

### **Weather Event**

On the night of September 30<sup>th</sup>, the region experienced a significant rainfall event accompanied by high winds. During the peak of the storm many roadways became impassible and a number of localized flooding incidents occurred. The KVFD received 20 calls for public service to assist with flooded basements between the hours of 22:00-01:30. KVFD helped residents by eliminating potential electrical hazards, removing excess water, and contacting social service agencies to assist with temporary housing for displaced tenants. Good contingency planning and a strong incident management structure helped to lessen the impact of this increased demand for service on our operations.

### **Fire Prevention Week Activities**

The theme this year is "Hear the Beep where you Sleep" so our efforts will be focused on education and awareness of smoke alarms in bedrooms as well as conducting fire drills in certain schools that have not been completed yet. For the month of October, our social media effort will focus on facts about smoke alarms; if you are a social media user, please consider sharing these messages.

Our fire prevention week activities include:

#### **October 3rd**

0900-1000

ScotiaBank Charity Yard Sale

1100 – 1400

Fire Chief for a Day (winner from raffle held at Superstore fundraiser)

#### **October 5th**

1000

Kings Valley Early Education Centre Fire Drill and Preschool Site Visit

**October 7th**

1000

Alarmed and Ready Campaign Launch – Station 2

**October 8th**

1000

Valley Christian Academy

1300-1500

Canadian Tire

Display table with smoke alarms and hand outs

**October 10th**

1100-1400

Fire department open house

We will be putting on a fire extinguisher training demonstration and/or water target shoot, bunker gear/SCBA demonstrations, a static display on smoke alarms, and hosting a free BBQ. All Board members are invited and encouraged to attend this event. The open house has become one of our biggest annual events as a department and has been successful because of those involved. It's an opportunity to meet the public we serve and talk about who we are and the many ways we serve our community.

Response Types	Jan	Feb	Mar	April	May	June	July	Aug	Sept	2015 YTD	2014 YTD
Fire/explosion - dollar loss [10]	4	6	1	3	4	2	1	9	3	33	34
Rubbish/grass fire - no dollar loss [12]	3	0	0	2	10	6	8	8	9	46	30
Chimney Fire [13]	1	3	1	1	0	0	0	0	0	6	6
<b>Total Fire [10-19]</b>	<b>8</b>	<b>9</b>	<b>2</b>	<b>6</b>	<b>14</b>	<b>8</b>	<b>9</b>	<b>17</b>	<b>12</b>	<b>85</b>	<b>70</b>
Rescue - Miscellaneous [30]	1	0	1	1	0	0	1	1	0	5	5
Vehicle Accident [31]	14	9	9	7	6	11	6	12	13	87	62
<b>Total Rescue or Resuscitation call [30-39]</b>	<b>15</b>	<b>9</b>	<b>10</b>	<b>8</b>	<b>6</b>	<b>11</b>	<b>7</b>	<b>13</b>	<b>13</b>	<b>92</b>	<b>67</b>
Public Hazard - gasoline or fuel spill [41]	0	0	0	1	0	0	2	0	0	3	4
Public Hazard - power line down / utility pole hazard [43]	0	3	0	5	0	2	0	0	2	12	64
Public Hazard - miscellaneous [49]	1	0	2	1	1	2	1	3	0	11	11
<b>Total Public hazard [40-49]</b>	<b>1</b>	<b>3</b>	<b>2</b>	<b>7</b>	<b>1</b>	<b>4</b>	<b>3</b>	<b>3</b>	<b>2</b>	<b>26</b>	<b>79</b>
Gas Leak - propane [51]	0	2	1	0	1	0	0	1	0	5	6
Gas Leak - response to carbon monoxide detector alarm [53]	4	3	0	1	0	0	0	0	0	8	4
<b>Total Gas leak [50-59]</b>	<b>4</b>	<b>5</b>	<b>1</b>	<b>1</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>1</b>	<b>0</b>	<b>13</b>	<b>10</b>
Public Service - first aid [62]	66	46	66	54	45	61	53	61	34	486	411
Public Service - assist police or other agency [63]	2	2	0	1	1	0	2	1	0	9	7
Public Service - mutual aid [65]	1	2	2	2	0	0	1	2	2	12	6
Public Service - animal rescue [66]	0	0	0	0	0	0	0	0	0	0	1
Public Service - flooding [67]	0	0	0	2	0	0	0	0	17	19	18
Public Service- miscellaneous [69]	3	3	2	1	0	0	3	4	4	20	23
<b>Total Public services [60-69]</b>	<b>72</b>	<b>53</b>	<b>70</b>	<b>60</b>	<b>46</b>	<b>61</b>	<b>59</b>	<b>68</b>	<b>57</b>	<b>546</b>	<b>466</b>
Alarm No Fire - accidental miscellaneous [70]	7	2	7	2	1	3	1	8	2	33	36
Alarm No Fire - smoke or steam mistaken [71]	1	0	0	0	5	2	2	1	1	12	6
Alarm No Fire - sprinkler surge or discharge [72]	1	0	1	0	0	1	0	1	0	4	2
Alarm No Fire - detector activated [73]	6	4	10	2	6	3	9	7	5	52	42
Alarm No Fire - unknown odours [75]	0	2	2	0	0	0	0	0	1	5	2
Alarm No Fire - miscellaneous [79]	3	4	7	1	0	1	4	3	0	23	22
<b>Total Alarm no fire - No malicious intent [70-79]</b>	<b>18</b>	<b>12</b>	<b>27</b>	<b>5</b>	<b>12</b>	<b>10</b>	<b>16</b>	<b>20</b>	<b>9</b>	<b>129</b>	<b>110</b>
False Alarm (Mischief) - municipal alarm system [81]	0	0	0	0	0	0	0	0	0	0	0
False Alarm (Mischief) - miscellaneous [89]	0	1	0	0	1	0	1	1	0	4	2
<b>Total False alarm - Mischief [80-89]</b>	<b>0</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>1</b>	<b>0</b>	<b>1</b>	<b>1</b>	<b>0</b>	<b>3</b>	<b>2</b>
<b>Total Response Types Kennebecasis Valley Fire</b>	<b>118</b>	<b>92</b>	<b>112</b>	<b>87</b>	<b>81</b>	<b>94</b>	<b>95</b>	<b>123</b>	<b>93</b>	<b>895</b>	<b>804</b>

# Town of Rothesay

## General Fund Financial Statements

October 31, 2015

**Includes:**

General Capital Fund Balance Sheet	G2
General Reserve Fund Balance Sheet	G3
General Operating Fund Balance Sheet	G4
General Operating Revenue & Expenditures	G5-G9
Variance Report	G10
Capital Project Listing - October	G11
Capital Project Listing - November - DRAFT	G12



# Town of Rothesay

## Balance Sheet - Capital General Fund 10/31/15

### ASSETS

Capital Assets - General Land	3,220,477
Capital Assets - General Fund Land Improvements	5,705,990
Capital Assets - General Fund Buildings	3,631,554
Capital Assets - General Fund Vehicles	1,744,024
Capital Assets - General Fund Equipment	1,681,428
Capital Assets - General Fund Roads & Streets	34,787,458
Capital Assets - General Fund Drainage Network	16,873,831
Capital Assets - Under Construction - General	754,083
	<hr/>
	68,398,843

Accumulated Amortization - General Fund Land Improvements	(1,820,170)
Accumulated Amortization - General Fund Buildings	(1,919,087)
Accumulated Amortization - General Fund Vehicles	(911,714)
Accumulated Amortization - General Fund Equipment	(603,456)
Accumulated Amortization - General Fund Roads & Streets	(15,788,896)
Accumulated Amortization - General Fund Drainage Network	(5,533,575)
	<hr/>
	(26,576,898)

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\$ 41,821,945

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### LIABILITIES AND EQUITY

Gen Capital due to/from Gen Operating	(568,238)
Total Long Term Debt	5,716,000

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Total Liabilities \$ 5,147,762

Investment in General Fund Fixed Assets	36,674,184
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\$ 41,821,945

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**Town of Rothesay**  
Balance Sheet - General Fund Reserves  
10/31/15

ASSETS

BNS General Operating Reserve	619,366
BNS General Capital Reserves	185,609
BNS - Gas Tax Reserves - GIC	3,480,578
Gen Reserves due to/from Gen Operating	(2,451)
	<u>\$ 4,283,102</u>

LIABILITIES AND EQUITY

Def. Rev - Gas Tax Fund - General	3,339,739
Invest. in General Capital Reserve	55,045
General Gas Tax Funding	139,805
Invest. in General Operating Reserve	619,169
Invest. in Land for Public Purposes Reserve	88,250
Invest. in Town Hall Reserve	41,093
	<u>\$ 4,283,102</u>

**Town of Rothesay**  
 Balance Sheet - General Operating Fund  
 10/31/15

CURRENT ASSETS

Cash	856,951
Receivables	122,947
HST Receivable	573,270
Inventory	23,881
Gen Operating due to/from Util Operating	668,888
Total Current Assets	<u>2,245,937</u>
Other Assets:	
Projects	<u>4,437,704</u>
	<u>4,437,704</u>
 TOTAL ASSETS	 <u><u>6,683,641</u></u>

CURRENT LIABILITIES AND EQUITY

Accounts Payable	1,943,245
Other Payables	350,851
Gen Operating due to/from Gen Reserves	(2,451)
Gen Operating due to/from Gen Capital	568,238
Accrued Sick Leave	9,000
Accrued Pension Obligation	345,200
Accrued Retirement Allowance	276,295
Def. Rev-Quispamsis/Library Share	37,783
TOTAL LIABILITIES	<u><u>3,528,161</u></u>

EQUITY

Retained Earnings - General	249,325
Surplus/(Deficit) for the Period	<u>2,906,154</u>
	<u>3,155,479</u>
	<u><u>6,683,640</u></u>

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## Town of Rothsay

Statement of Revenue & Expenditure  
10 Months Ended 10/31/15

	CURRENT MONTH	BUDGET FOR MONTH	CURRENT Y-T-D	BUDGET Y-T-D	VARIANCE Better(Worse)	NOTE #	ANNUAL BUDGET
<b>REVENUE</b>							
Warrant of Assessment	1,226,582	1,226,582	12,265,815	12,265,815	0		14,718,978
Sale of Services	41,706	64,275	255,944	283,150	(27,206)		384,700
Services to Province of New Brunswick	5,525	5,526	55,250	55,255	(5)		66,306
Other Revenue from Own Sources	37,909	7,727	557,892	113,274	444,618		140,729
Unconditional Grant	9,689	9,689	96,885	96,885	0		116,262
Conditional Transfers	446	0	22,863	26,500	(3,637)		26,500
Other Transfers	0	0	691,525	691,525	0		894,025
	<u>\$1,321,857</u>	<u>\$1,313,798</u>	<u>\$13,946,174</u>	<u>\$13,532,404</u>	<u>\$413,770</u>		<u>\$16,347,500</u>
<b>EXPENSES</b>							
General Government Services	135,503	116,001	1,564,208	1,713,576	149,368		2,053,519
Protective Services	320,132	319,788	3,941,461	3,927,475	(13,986)		4,567,051
Transportation Services	272,830	245,591	2,648,136	2,696,736	48,600		3,355,933
Environmental Health Services	63,817	59,667	555,681	519,167	(36,515)		633,000
Environmental Development	47,824	46,845	435,477	511,874	76,398		619,122
Recreation & Cultural Services	230,967	181,869	1,590,901	1,589,733	(1,168)		1,791,344
Fiscal Services	-271	417	304,157	306,213	2,056		3,327,531
	<u>\$1,070,803</u>	<u>\$970,178</u>	<u>\$11,040,020</u>	<u>\$11,264,774</u>	<u>\$224,753</u>		<u>\$16,347,500</u>
Surplus (Deficit) for the Year	<u>\$251,054</u>	<u>\$343,620</u>	<u>\$2,906,154</u>	<u>\$2,267,631</u>	<u>\$638,524</u>		<u>\$ -</u>

## Town of Rothesay

Statement of Revenue & Expenditure  
10 Months Ended 10/31/15

(16)

	CURRENT MONTH	BUDGET FOR MONTH	CURRENT Y-T-D	BUDGET YTD	VARIANCE Better(Worse)	NOTE #	ANNUAL BUDGET
<b>REVENUE</b>							
<b>Sale of Services</b>							
Bill McGuire Memorial Centre	1,908	1,833	26,634	18,333	8,300	1	22,000
Town Hall Rent	1,177	15,800	7,266	38,000	(30,734)	2	69,600
Arena Revenue	33,547	41,042	159,484	167,917	(8,433)		228,000
Community Garden	0	0	840	900	(60)		900
Recreation Programs	5,075	5,600	61,721	58,000	3,721		64,200
	<u>41,706</u>	<u>64,275</u>	<u>255,944</u>	<u>283,150</u>	<u>(27,206)</u>		<u>384,700</u>
<b>Other Revenue from Own Sources</b>							
Licenses & Permits	9,311	6,667	127,486	66,667	60,820	3	80,000
Police Fines	27,482	0	40,775	36,000	4,775		48,000
Interest & Sundry	935	417	19,552	4,167	15,385	4	5,000
Miscellaneous	182	644	369,912	6,441	363,471	5	7,729
History Book Sales	0	0	167	0	167		0
	<u>37,909</u>	<u>7,727</u>	<u>557,892</u>	<u>113,274</u>	<u>444,618</u>		<u>140,729</u>
<b>Conditional Transfers</b>							
Canada Day Grant	0	0	2,500	1,500	1,000		1,500
Grant - Other	446	0	20,363	25,000	(4,637)	6	25,000
	<u>446</u>	<u>0</u>	<u>22,863</u>	<u>26,500</u>	<u>(3,637)</u>		<u>26,500</u>
<b>Other Transfers</b>							
Surplus of 2nd Previous Year	0	0	84,025	84,025	0		84,025
Utility Fund Transfer	0	0	607,500	607,500	0		810,000
	<u>0</u>	<u>0</u>	<u>691,525</u>	<u>691,525</u>	<u>0</u>		<u>894,025</u>
<b>EXPENSES</b>							
<b>General Government Services</b>							
Legislative							
Mayor	2,711	2,967	27,172	29,667	2,495		35,600
Councillors	8,095	8,667	87,235	86,667	(568)		104,000
Regional Service Commission 9	1,656	1,809	6,983	7,235	252		7,235
Other	275	1,417	5,314	14,167	8,852		17,000
	<u>12,737</u>	<u>14,859</u>	<u>126,705</u>	<u>137,735</u>	<u>11,031</u>		<u>163,835</u>
<b>Administrative</b>							
Office Building	10,292	12,750	125,580	166,500	40,919	7	190,000
Solicitor	254	2,917	21,086	29,167	8,080		35,000
Administration - Wages & Benefits	99,248	68,990	691,085	723,461	32,376	8	975,000
Supplies	6,982	6,542	75,979	91,817	15,838	9	104,900
Professional Fees	463	3,056	27,450	43,889	16,439		50,000
Other	2,885	5,097	59,829	65,967	6,139		76,161
	<u>120,125</u>	<u>99,351</u>	<u>1,001,010</u>	<u>1,120,801</u>	<u>119,791</u>		<u>1,431,061</u>

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	CURRENT MONTH	BUDGET FOR MONTH	CURRENT Y-T-D	BUDGET YTD	VARIANCE Better(Worse)	NOTE #	ANNUAL BUDGET
Other General Government Services							
Community Communications	2,380	750	5,513	7,500	1,987		9,000
Civic Relations	0	333	2,726	6,333	3,607		7,000
Insurance	0	0	145,993	146,166	173		146,166
Donations	261	708	36,768	47,083	10,316		48,500
Cost of Assessment	0	0	237,957	237,957	0		237,957
Property Taxes - L.P.P.	0	0	7,537	10,000	2,463		10,000
	<u>2,641</u>	<u>1,792</u>	<u>436,494</u>	<u>455,040</u>	<u>18,546</u>		<u>458,623</u>
	<u>135,503</u>	<u>116,001</u>	<u>1,564,208</u>	<u>1,713,576</u>	<u>149,368</u>		<u>2,053,519</u>
<b>Protective Services</b>							
Police							
Police Protection	168,550	168,566	1,854,054	1,854,221	167		2,191,352
Crime Stoppers	0	0	2,800	2,800	0		2,800
	<u>168,550</u>	<u>168,566</u>	<u>1,856,854</u>	<u>1,857,021</u>	<u>167</u>		<u>2,194,152</u>
Fire							
Fire Protection	141,618	138,600	1,601,773	1,584,689	(17,084)	10	1,861,889
Water Costs Fire Protection	0	0	350,000	350,000	0		350,000
	<u>141,618</u>	<u>138,600</u>	<u>1,951,773</u>	<u>1,934,689</u>	<u>(17,084)</u>		<u>2,211,889</u>
Emergency Measures							
911 Communications Centre	9,539	9,539	104,932	104,932	(0)		124,010
EMO Director/Committee	0	1,667	0	16,667	16,667	11	20,000
	<u>9,539</u>	<u>11,206</u>	<u>104,932</u>	<u>121,598</u>	<u>16,667</u>		<u>144,010</u>
Other							
Animal & Pest Control	425	1,000	5,004	10,000	4,996		12,000
Other	0	417	22,898	4,167	(18,731)	12	5,000
	<u>425</u>	<u>1,417</u>	<u>27,902</u>	<u>14,167</u>	<u>(13,735)</u>		<u>17,000</u>
Total Protective Services	<u>320,132</u>	<u>319,788</u>	<u>3,941,461</u>	<u>3,927,475</u>	<u>(13,986)</u>		<u>4,567,051</u>

	CURRENT MONTH	BUDGET FOR MONTH	CURRENT Y-T-D	BUDGET YTD	VARIANCE Better(Worse)	NOTE #	ANNUAL BUDGET
<b>Transportation Services</b>							
<b>Common Services</b>							
Administration (Wages & Benefits)	183,279	135,555	1,449,662	1,429,095	(20,566)	13	1,765,753
Workshops, Yards & Equipment	32,826	45,458	437,481	494,583	57,103	14	585,500
Engineering	610	1,250	3,002	12,500	9,498		15,000
	<u>216,715</u>	<u>182,263</u>	<u>1,890,144</u>	<u>1,936,179</u>	<u>46,035</u>		<u>2,366,253</u>
<b>Street Cleaning &amp; Flushing</b>							
Streets	0	3,571	9,255	27,857	18,602	15	35,000
Roads & Streets	8,389	7,967	63,392	67,067	3,675		83,000
Crosswalks & Sidewalks	1,766	767	12,947	16,467	3,520		18,000
Culverts & Drainage Ditches	4,304	6,000	38,273	73,000	34,727	16	80,000
Snow & Ice Removal	14,291	13,333	379,295	316,767	(62,528)	17	459,000
	<u>28,749</u>	<u>31,638</u>	<u>503,161</u>	<u>501,157</u>	<u>(2,004)</u>		<u>675,000</u>
Street Lighting	10,681	12,307	115,391	123,067	7,676		147,680
<b>Traffic Services</b>							
Street Signs	0	833	12,498	8,333	(4,164)		10,000
Traffic Lanemarking	0	0	20,038	24,000	3,962		24,000
Traffic Signals	507	1,500	23,130	15,000	(8,130)	18	18,000
Railway Crossing	1,108	2,000	15,394	20,000	4,606		24,000
	<u>1,615</u>	<u>4,333</u>	<u>71,060</u>	<u>67,333</u>	<u>(3,726)</u>		<u>76,000</u>
<b>Public Transit</b>							
Public Transit - Comex Service	14,925	14,925	63,300	65,250	1,950		87,000
KV Committee for the Disabled	0	0	2,500	2,500	0		2,500
Public Transit - Other	145	125	2,581	1,250	(1,331)		1,500
	<u>15,070</u>	<u>15,050</u>	<u>68,380</u>	<u>69,000</u>	<u>620</u>		<u>91,000</u>
Total Transportation Services	<u>272,830</u>	<u>245,591</u>	<u>2,648,136</u>	<u>2,696,736</u>	<u>48,600</u>		<u>3,355,933</u>
<b>Environmental Health Services</b>							
Solid Waste Disposal Land Fill	23,538	19,167	175,675	191,667	15,992		230,000
Solid Waste Disposal Compost	2,330	2,333	22,417	23,333	916		28,000
Solid Waste Collection	21,505	22,500	215,046	225,000	9,954		270,000
Solid Waste Collection Curbside Recycling	16,444	11,667	96,671	46,667	(50,005)	19	70,000
Clean Up Campaign	0	4,000	45,872	32,500	(13,372)	20	35,000
	<u>63,817</u>	<u>59,667</u>	<u>555,681</u>	<u>519,167</u>	<u>(36,515)</u>		<u>633,000</u>
<b>Environmental Development Services</b>							
<b>Planning &amp; Zoning</b>							
Administration	39,594	33,601	346,066	376,239	30,173	21	457,000
Planning Projects	1,029	4,167	1,029	41,667	40,638	22	50,000
Heritage Committee	0	625	7,527	6,250	(1,277)	23	7,500
	<u>40,623</u>	<u>38,393</u>	<u>354,621</u>	<u>424,156</u>	<u>69,535</u>		<u>514,500</u>
<b>Economic Development Comm.</b>							
Tourism	7,202	7,202	72,018	72,018	1		86,422
	0	0	3,103	3,200	97		3,200
	<u>7,202</u>	<u>7,202</u>	<u>75,121</u>	<u>75,218</u>	<u>98</u>		<u>89,622</u>
	<u>47,824</u>	<u>45,595</u>	<u>429,742</u>	<u>499,374</u>	<u>69,633</u>		<u>604,122</u>



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	CURRENT MONTH	BUDGET FOR MONTH	CURRENT Y-T-D	BUDGET YTD	VARIANCE Better(Worse)	NOTE #	ANNUAL BUDGET
<b>Recreation &amp; Cultural Services</b>							
Administration	25,509	15,517	216,219	196,467	(19,752)	24	235,800
Apartment Buildings	0	0	120	0	(120)		0
Beaches	55	0	50,985	60,800	9,815	25	60,800
Rothesay Arena	26,338	21,774	228,565	212,595	(15,970)	26	263,500
Memorial Centre	2,406	4,542	49,545	53,917	4,372		63,000
Summer Programs	1,721	1,457	57,414	58,700	1,286		58,700
Parks & Gardens	60,970	33,831	451,398	463,973	12,574	27	531,000
Playgrounds and Fields	19,109	9,817	90,083	98,167	8,084		117,800
Regional Facilities Commission	87,618	87,618	350,472	350,472	0		350,472
Kennebecasis Public Library	6,147	6,148	61,471	61,477	6		73,772
Big Rothesay Read	786	83	1,868	833	(1,035)		1,000
Special Events	308	750	31,781	29,000	(2,781)		31,500
Rothesay Living Museum	0	333	980	3,333	2,353		4,000
	<u>230,967</u>	<u>181,869</u>	<u>1,590,901</u>	<u>1,589,733</u>	<u>(1,168)</u>		<u>1,791,344</u>
<b>Fiscal Services</b>							
<b>Debt Charges</b>							
Interest	(271)	417	94,157	96,213	2,056		186,031
Debenture Payments	0	0	210,000	210,000	0		669,000
	<u>(271)</u>	<u>417</u>	<u>304,157</u>	<u>306,213</u>	<u>2,056</u>		<u>855,031</u>
<b>Transfers To:</b>							
Capital Fund for Capital Expenditures	0	0	0	0	0		2,040,000
Reserve Funds	0	0	0	0	0		422,500
Town Hall Reserve Transfer	0	0	0	0	0		10,000
	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>		<u>2,472,500</u>
	<u>(271)</u>	<u>417</u>	<u>304,157</u>	<u>306,213</u>	<u>2,056</u>		<u>3,327,531</u>

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10 months ending October 31, 2015

Note #	Revenue	Actual	Budget	Better/(Worse)	Description of Variance
1	Bill McGuire Memorial Centre	\$ 26,634	\$ 18,333	\$ 8,301	Price increase, fully booked
2	Town Hall Rent	\$ 7,265	\$ 38,000	\$ (30,734)	Vacancy
3	Licenses & Permits	\$ 127,486	\$ 66,667	\$ 60,819	Apartment Building, housing starts
4	Interest & Sundry	\$ 19,552	\$ 4,167	\$ 15,385	Cash on hand
5	Miscellaneous Revenue	\$ 369,912	\$ 6,441	\$ 363,471	Legal settlement
6	Grants - Other	\$ 20,363	\$ 25,000	\$ (4,637)	Less grants received
			Total \$	412,605	
			Variance per Statement \$	413,770	
			Explained	99.72%	
<b>Expenses</b>					
<b>General Government</b>					
7	Office Building	\$ 125,580	\$ 166,500	\$ 40,920	Maintenance costs lower than expected
8	Administration - Wages & Benefits	\$ 691,085	\$ 723,451	\$ 32,376	Position was vacant
9	Supplies	\$ 75,979	\$ 91,817	\$ 15,838	Info systems purchases not made yet
<b>Protective Services</b>					
10	Fire Protection	\$ 1,601,773	\$ 1,584,689	\$ (17,084)	Budget error
11	EMO Director/Committee	\$ -	\$ 16,667	\$ 16,667	Not used yet
12	Protective Services - Other	\$ 22,898	\$ 4,167	\$ (18,731)	Hydrant repairs
<b>Transportation</b>					
13	Administration - Wages & Benefits	\$ 1,449,662	\$ 1,429,095	\$ (20,567)	Overtime, Wages over budget
14	Workshops, Yards & Equipment	\$ 437,481	\$ 494,583	\$ 57,102	Equipment Repairs under budget, Small Equipment, Clothing purchases not made yet
15	Street Cleaning & Flushing	\$ 9,255	\$ 27,857	\$ 18,602	Flushing just starting
16	Culverts & Ditches	\$ 38,273	\$ 73,000	\$ 34,727	Timing
17	Snow & Ice Removal	\$ 379,295	\$ 316,767	\$ (62,528)	Salt, sand, equipment rentals
18	Traffic Signals	\$ 23,130	\$ 15,000	\$ (8,130)	Replaced damaged Opticom
<b>Environmental Health &amp; Development</b>					
19	Curbside Recycling	\$ 96,671	\$ 46,667	\$ (50,004)	Full cost of bins included
20	Clean Up Campaign	\$ 45,872	\$ 32,500	\$ (13,372)	Tonnage more than double 2014
21	Planning - Administration	\$ 346,066	\$ 376,239	\$ 30,173	Software & Equipment purchases not made yet
22	Planning Projects	\$ 1,029	\$ 41,667	\$ 40,638	Not started yet
23	Heritage Committee	\$ 7,527	\$ 6,250	\$ (1,277)	Rothesay Common Heritage issue
<b>Recreation &amp; Cultural Services</b>					
24	Administration	\$ 216,219	\$ 196,467	\$ (19,752)	Wages & Benefits over budget
25	Beaches	\$ 50,985	\$ 60,800	\$ 9,815	Wages \$13,000 under budget
26	Rothesay Arena	\$ 228,565	\$ 212,595	\$ (15,970)	Settlement of 2014 Power
27	Parks & Gardens	\$ 451,398	\$ 463,973	\$ 12,575	Staff moved to Trans and late hiring casual
<b>Fiscal Services</b>					
			Total \$	82,018	
			Variance per Statement \$	224,753	
			Explained	36.49%	

# Town of Rothesay

Capital Projects 2015  
General Fund

10 Months Ended 10/31/15

	Original BUDGET	CURRENT Y-T-D	Remaining Budget	Funding: Reserves	Gas Tax/Infrastructure	Grants	Operating	Borrow
<b>General Government</b>								
12021860 Town Hall Improvements G-2014-008	315,000	0	315,000				315,000	
Total General Government	315,000	0	315,000				315,000	
<b>Protective Services</b>								
12011560 Protective Serv Equipment Purchases P-2015-003	25,000	12,409	12,591				25,000	
Total Protective Services	25,000	12,409	12,591				25,000	
<b>Transportation</b>								
12013060 Oakville Acres T-2014-005	2,000,000	1,297,697	702,303					2,000,000
12011360 Transportation Equipment Purchases T-2015-001	470,000	96,743	373,257				470,000	
12022760 Asphalt/Microsealing T-2014-002 (Phase 3 2015)	680,000	561,897	118,103				330,000	350,000
12023060 French Village Road T-2015-010 (Phase 3 2015)	310,000	299,007	10,993				310,000	
12023560 Salt Shed Improvements T-2014-021	75,000	93,816	-18,816	40,000			35,000	
12023760 Curb & Gutter Enskay/Iona T-2015-004	315,000	9,778	305,222		275,000		40,000	
12023860 Engineering 2016 Streets T-2016-001	60,000	28,620	31,380				60,000	
12023960 In House Almon/RAS Church/Golf Club T-2015-005	140,000	4,426	135,574				140,000	
12024060 Drainage Improvements Enskay/Iona	240,000	6,304	233,696		240,000			
2014 Project Carry-Overs	0	77,683	-77,683					
12029960 Capital Projects Reversed	0	-48,126	48,126					
Total Transportation	4,250,000	2,427,844	1,822,156	40,000	515,000		1,385,000	2,350,000
<b>Environmental Health</b>								
<b>Recreation</b>								
12012060 Arena Upgrade	25,000	24,756	244				25,000	
12014060 Anniversary Park	0	45,665	-45,665					
12016560 Miller Field Building R-2013-08	120,000	13,127	106,873				120,000	
12018160 2013 Rothesay Common Upgrade R-2013-01	2,400,000	1,467,986	932,014					2,400,000
12020860 Recreation Equipment Purchases R-2015-002	160,000	129,289	30,711	110,000			50,000	
12022460 Memorial Centre Improvements R-2014-010	100,000	9,319	90,681				100,000	
12023360 Wells Trail R-2014-019	665,000	559,888	105,112			485,000		180,000
Grant Received		-400,426	400,426					
12023460 Wells Ballfield R-2014-020	665,000	367,775	297,225			485,000		180,000
Grant Received		219,927	-219,927					
Total Recreation	4,135,000	1,997,451	1,517,196	110,000	0	970,000	295,000	2,760,000
<b>Total</b>	\$ 8,765,000	\$ 4,437,704	\$ 3,706,943	\$ 150,000	\$ 515,000	\$ 970,000	\$ 2,020,000	\$ 5,110,000
<b>On Hold</b>								
Land assembly	300,000							300,000
Designated Highway	315,000					315,000		
Major Recreation Facility R-2013-07	6,750,000				2,250,000	2,250,000		2,250,000
Tree Replacement	20,000						20,000	
Total Approved	16,150,000				2,765,000	3,535,000	2,040,000	7,660,000
					150,000			

# Town of Rothesay

Capital Projects 2015  
General Fund

11 Months Ended 11/30/15

DRAFT1

	Original BUDGET	CURRENT Y-T-D	Remaining Budget	Funding: Reserves	Gas Tax/Infrastructure	Grants	Operating	Borrow
<b>General Government</b>								
12021860 Town Hall Improvements G-2014-008	315,000	0	315,000				315,000	
Total General Government	315,000	0	315,000				315,000	
<b>Protective Services</b>								
12011560 Protective Serv. Equipment Purchases P-2015-003	25,000	12,409	12,591				25,000	
Total Protective Services	25,000	12,409	12,591				25,000	
<b>Transportation</b>								
12013060 Oakville Acres T-2014-005	2,000,000	1,297,697	702,303					2,000,000
12021360 Transportation Equipment Purchases T-2015-001	470,000	96,743	373,257				470,000	
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12023760 Curb & Gutter Erikway/Iona T-2015-004	315,000	9,778	305,222		275,000		40,000	
12023860 Engineering 2016 Streets T-2016-001	60,000	28,620	31,380				60,000	
12023960 In House Almon/RAS Church/Golf Club T-2015-005	140,000	4,426	135,574				140,000	
12024060 Drainage Improvements Enskay/Iona	240,000	6,304	233,696		240,000		340,000	
2014 Project Carry-Overs	0	77,683	-77,683					
Capital Projects Reversed	0	-48,126	48,126					
Total Transportation	4,290,000	2,427,844	1,862,156	40,000	515,000		1,385,000	2,350,000
<b>Environmental Health</b>								
<b>Recreation</b>								
12012060 Arena Upgrade	25,000	24,756	244				25,000	
12014060 Anniversary Park	0	45,665	-45,665					
12016560 Miller Field Building R-2013-08	120,000	13,127	106,873				120,000	
12018160 2013 Rothesay Common Upgrade R-2013-01	2,400,000	1,457,986	932,014					2,400,000
12020860 Recreation Equipment Purchases R-2015-002	160,000	129,289	30,711	110,000			50,000	
12022460 Memorial Centre Improvements R-2014-010	100,000	9,319	90,681				100,000	
12023360 Wells Trail R-2014-019	665,000	559,888	105,112		485,000		180,000	
Grant Received		-400,426						
12023460 Wells Ballfield R-2014-020	665,000	367,775	297,225		485,000		180,000	
Grant Received		219,927						
Total Recreation	4,135,000	1,997,451	1,517,196	110,000	0	970,000	295,000	2,760,000
<b>Total</b>	<b>\$ 8,765,000</b>	<b>\$ 4,437,704</b>	<b>\$ 3,706,943</b>	<b>\$ 150,000</b>	<b>\$ 515,000</b>	<b>\$ 970,000</b>	<b>\$ 2,020,000</b>	<b>\$ 5,110,000</b>
<b>On Hold</b>								
Land Assembly	300,000							300,000
Designated Highway	315,000					315,000		
Major Recreation Facility R-2013-07	6,750,000				2,250,000	2,250,000		2,250,000
Tree Replacement	20,000						20,000	
Total Approved	16,150,000			150,000	2,765,000	3,535,000	2,040,000	7,660,000

# Town of Rothesay

## Utility Fund Financial Statements

October 31, 2015

Attached Reports:	
Capital Balance Sheet	U1
Reserve Balance Sheet	U2
Operating Balance Sheet	U3
Operating Income Statement	U4
Variance Report	U5
Capital Project Listing - October	U6
Capital Project Listing - November - DRAFT	U7

## Town of Rothesay

## Capital Balance Sheet

As at 10/31/15

ASSETS

## Assets:

Capital Assets - Under Construction - Utilities	930,735
Capital Assets Utilities Land	178,555
Capital Assets Utilities Buildings	417,867
Capital Assets Utilities Equipment	15,542
Capital Assets Utilities Water System	24,396,874
Capital Assets Utilities Sewer System	15,920,217
Capital Assets Utilities Land Improvements	42,031
Capital Assets Utilities Roads & Streets	220,011
	<hr/>
	42,121,832

Accumulated Amortization Utilites Buildings	(286,227)
Accumulated Amortization Utilites Water System	(5,244,366)
Accumulated Amortization Utilites Sewer System	(7,107,045)
Accumulated Amortization Utilites Land Improvements	(42,031)
Accumulated Amortization Utilites Equipment	(10,877)
Accumulated Amortization Utilites Roads & Streets	(1,478)
	<hr/>
	(12,692,023)

TOTAL ASSETS	<hr/>
	29,429,809

LIABILITIES

## Current:

Util Capital due to/from Util Operating	(202,924)
Total Current Liabilities	<hr/>
	(202,924)

## Long-Term:

Long-Term Debt	7,213,175
Total Liabilities	<hr/>
	7,010,252

EQUITY

## Investments:

Investment in Fixed Assets	22,419,556
Total Equity	<hr/>
	22,419,556
TOTAL LIABILITIES & EQUITY	<hr/>
	29,429,807

# Town of Rothesay

Utility Reserve Balance Sheet  
As at 10/31/15

## ASSETS

### Assets:

Bank - Utility Reserve	1,534,450
TOTAL ASSETS	<u>\$ 1,534,450</u>

## EQUITY

### Investments:

Invest. in Utility Capital Reserve	1,230,349
Invest. in Utility Operating Reserve	64,082
Invest. in Sewage Outfall Reserve	240,020
TOTAL EQUITY	<u>\$ 1,534,450</u>



# Town of Rothesay

## Utilities Fund Operating Balance Sheet

As at 10/31/15

### ASSETS

Current assets:	
Accounts Receivable Net of Allowance	393,057
Accounts Receivable - Misc.	1,200
Total Current Assets	<u>394,257</u>
Other Assets:	
Projects	1,371,494
	<u>1,371,494</u>
 TOTAL ASSETS	 \$ <u><u>1,765,751</u></u>

### LIABILITIES

Accrued Payables	47,211
Due from General Fund	668,888
Due from (to) Capital Fund	202,924
Deferred Revenue	22,689
Total Liabilities	<u>941,712</u>

### EQUITY

Surplus:	
Opening Retained Earnings	(448,970)
Profit (Loss) to Date	1,273,010
	<u>824,040</u>
 TOTAL LIABILITIES & EQUITY	 \$ <u><u>1,765,752</u></u>

Town of Rothesay  
Utilities Operating Income Statement  
10 Months Ended 10/31/15

	CURRENT MONTH	BUDGET FOR MONTH	CURRENT YTD	BUDGET YTD	VARIANCE Better(Worse)	NOTE #	ANNUAL BUDGET
<b>RECEIPTS</b>							
Sale of Water	2,100	0	679,726	671,968	7,758		890,400
Meter and non-hookup fees	0	0	28,184	22,500	5,684		30,000
Water Supply for Fire Prot.	0	0	350,000	350,000	0		350,000
Local Improvement Levy	0	0	59,269	60,000	(731)		60,000
Sewerage Services	(433)	0	1,474,179	1,473,400	779		1,473,400
Connection Fees	16,000	6,500	80,420	52,000	28,420	1	65,000
Interest Earned	4,779	2,917	48,397	29,167	19,230	2	35,000
Misc. Revenue	450	417	4,300	4,167	133		5,000
<b>TOTAL RECEIPTS</b>	<b>22,895</b>	<b>9,833</b>	<b>2,724,474</b>	<b>2,663,201</b>	<b>61,272</b>		<b>2,908,800</b>
<b>WATER SUPPLY</b>							
Share of Overhead Expenses	0	0	182,250	182,250	0		243,000
Audit/Legal/Training	0	1,000	2,453	10,000	7,547	3	15,000
Purification/Treatment	16,674	21,487	212,811	219,373	6,562		262,348
Transm/Distribution	20,081	7,250	65,040	72,500	7,460	4	87,000
Power & Pumping	2,983	4,000	39,090	40,000	910		48,000
Billing/Collections	90	250	4,106	2,500	(1,606)	5	3,000
Water Purchased	94	100	255	1,000	745		1,200
Misc. Expenses	278	1,333	9,426	13,333	3,908		16,000
<b>TOTAL WATER SUPPLY</b>	<b>40,200</b>	<b>35,421</b>	<b>515,431</b>	<b>540,957</b>	<b>25,525</b>		<b>675,548</b>
<b>SEWERAGE COLLECTION &amp; DISPOSAL</b>							
Share of Overhead Expenses	0	0	425,250	425,250	0		567,000
Audit/Legal/Training	0	1,833	1,890	18,333	16,443	6	28,860
Collection System	8,766	10,417	17,646	64,967	47,321	7	85,800
Lift Stations	1,843	1,583	24,025	15,833	(8,192)	8	19,000
Treatment/Disposal	1,974	5,788	36,963	62,675	25,712	9	74,250
Misc. Expenses	12	875	4,460	8,750	4,290		10,500
<b>TOTAL SWGE COLLECTION &amp; DISPOSAL</b>	<b>12,595</b>	<b>20,496</b>	<b>510,234</b>	<b>595,808</b>	<b>85,574</b>		<b>785,410</b>
<b>FISCAL SERVICES</b>							
Interest on Long-Term Debt	0	0	187,817	187,595	(222)		269,063
Principal Repayment	0	0	164,205	164,205	0		416,705
Transfer to Reserve Accounts	0	0	0	0	0		188,298
Capital Fund	0	0	0	0	0		500,000
Prev. Yrs Deficits	0	0	73,776	73,776	0		73,776
<b>TOTAL FISCAL SERVICES</b>	<b>0</b>	<b>0</b>	<b>425,798</b>	<b>425,576</b>	<b>(222)</b>		<b>1,447,842</b>
<b>TOTAL EXPENSES</b>	<b>52,794</b>	<b>55,917</b>	<b>1,451,463</b>	<b>1,562,341</b>	<b>110,877</b>		<b>2,908,800</b>
<b>NET INCOME (LOSS) FOR THE PERIOD</b>	<b>(29,899)</b>	<b>(46,083)</b>	<b>1,273,010</b>	<b>1,100,861</b>	<b>172,149</b>		<b>0</b>

# Town of Rothesay

Variance Report - Utility Operating

10 months ending October 31, 2015

Note #	Account Name	Actual YTD	Budget YTD	Variance Better(worse)	Description of Variance
<b>Revenue</b>					
1	Connection Fees	80,420	52,000	28,420	New housing starts
2	Interest Earned	48,397	29,167	19,230	Interest on accounts receivable
<b>Water System Expenses</b>					
3	Audit/Legal/Training	2,453	10,000	7,547	Training not used yet
4	Transmission / Distribution	65,040	72,500	7,460	Timing, water breaks
5	Billing/Collections	4,106	2,500	(1,606)	Postage for the year
<b>Sewerage Collection and Disposal</b>					
6	Audit/Legal/Training	1,890	18,333	16,443	Training not used
7	Collection System	17,646	64,967	47,321	Flushing just starting
8	Lift Stations	24,025	15,833	(8,192)	Equipment replacement
9	Treatment/Disposal	36,963	62,675	25,712	Maintenance costs lower than expected

# Town of Rothesay

Capital Projects 2015

Utilities Fund

10 Months Ended 10/31/15

	Original BUDGET	CURRENT Y-T-D	Remaining Budget	Funding: Reserves	Gas Tax /Infrastructure	Grants	Operating	Borrow
<b>Water</b>								
12041730 CCME Characterization	0	1,213	-1,213					
12043130 Gondola Pt. Rd W-2015-001	310,000	430,235	-120,235					310,000
12043630 McGuire CentreExtension W-2015-003	110,000	34,030	75,970				110,000	
12043430 Well Development - Watershed W-2014-014	250,000	208,802	41,198	70,000			180,000	
12042730 Membrane Racks W-2013-24	210,000	154,872	55,128				210,000	
12043330 Water Treatment Plant Upgrade W-2014-013	500,000	443,593	56,407					500,000
12040030 Capital Projects Reversed	0	-4,636	4,636					
Total Water Capital	1,380,000	1,268,108	111,892	70,000	-	-	500,000	810,000
<b>Sewer</b>								
12031130 Wastewater Feasibility Study	0	42,570	42,570					
12042330 Wastewater Treatment Design - S-2014-016	7,500,000	0	7,500,000	-		5,000,000		2,500,000
12049830 Unbudgeted Capital Items - Utilities	0	60,816	-60,816					
Total Sewer Capital	7,500,000	103,386	7,396,614	-	-	5,000,000	-	2,500,000
Total Utilities Capital	\$ 8,880,000	\$ 1,371,494	\$ 7,508,506	\$ 70,000	\$ -	\$ 5,000,000	\$ 500,000	\$ 3,310,000

# Town of Rothesay

Capital Projects 2015

Utilities Fund

11 Months Ended 11/30/15

DRAFT

	Original BUDGET	CURRENT Y-T-D	Remaining Budget	Note	Funding: Reserves	Gas Tax /Infrastructure	Grants	Operating	Borrow
<b>Water</b>									
CCME Characterization	0	1,213	-1,213						
Gondola Pt. Rd W-2015-001	310,000	448,504	-138,504	Tender exceeded original budget				110,000	310,000
McGuire CentreExtension W-2015-003	110,000	236,167	-126,167					180,000	
Well Development - Watershed W-2014-014	250,000	122,863	127,137		70,000			210,000	
Membrane Racks W-2013-24	210,000	174,715	35,285						
Water Treatment Plant Upgrade W-2014-013	500,000	447,317	52,683						500,000
Capital Projects Reversed	0	-4,636	4,636						
Total Water Capital	1,380,000	1,426,142	46,142		70,000	-	-	500,000	810,000
<b>Sewer</b>									
Wastewater Feasibility Study	0	55,687	-55,687						
Wastewater Treatment Design - S-2014-016	7,500,000	0	7,500,000				5,000,000		2,500,000
Total Sewer Capital	7,500,000	55,687	7,444,313		-	-	5,000,000	-	2,500,000
Total Utilities Capital	\$ 8,880,000	\$ 1,481,829	\$ 7,398,171		\$ 70,000	\$ -	\$ 5,000,000	\$ 500,000	\$ 3,310,000

# TOWN OF ROTHESAY

## FINANCE COMMITTEE

November 17, 2015

In attendance:

Councillor Blair MacDonald, Chair

Mayor Bill Bishop

Deputy Mayor Nancy Grant

Town Manager John Jarvie

Treasurer Doug MacDonald

Financial Officer Ellen K. Steeves

The meeting was called to order at 8:58. It was agreed to move the budget discussion to the end, and to add the Indian Dinner under Donations. The minutes were approved as presented (BB/NG).

### **October Financial Statements**

General Fund – Negative variances from budget were discussed, especially town hall rent revenue and recreation admin wages. The rent revenue shortfall is due to efforts in obtaining a tenant being unsuccessful. The Recreation Admin. Wage variance is primarily do to an internal allocation within recreation departments. There needs to be an allocation of staff between Recreation, Arena and Parks, to match the budget. In total, the admin wages are below budgeted amounts. The capital project update was also reviewed. There is still work to be done on the Salt Shed as we are managing the project, no general contractor.

Utility Fund – In future, the committee would like notes added to the capital schedule indicating information on the capital projects that are over budget. The committee would also like a report on the aging and history of our Receivables. The statements for both funds were accepted as presented. (NB/BB)

### **Third Party Budgets**

There was a brief discussion on the increases in KPRF, KVFD and KPL. These budgets have been reviewed by the Joint Finance Committee, but it was felt they should be reviewed by this committee. The increases proposed for admin wages on both Fire and Police were discussed, and the accounting for the Police secondment revenue. No further action was recommended and Rothesay's share to be incorporated in the 2016 budget as drafted. Additional background to be requested relating to costs of the Telecom Centre.

### **KRPF Contingency Fund Request**

There was an extended conversation regarding their request. It was felt, according to the current agreements, that any the towns would guarantee the funds upon request, either from current operations or our operating reserves. It was agreed to **recommend to Council, not to provide for a contingency fund in the Police Dept budget.** (NG/BB)

### **Donation Requests**

After some review the following **recommendations to Council** to be included in the 2016 budget:

KV Oasis – not at this time

Cherry Brook Zoo - \$5,000

Saint John Theatre Company - \$1,000

NB Medical Education Trust - \$5,000 one-time grant for 2016

Crime Stoppers - \$2,800 (shown under Protective Services)

Cancer Society Dinner - \$250 sponsorship

Symphony New Brunswick - \$2,500 (paid 2015's contribution in Dec 2014)

### **Syrian Refugee Assistance**

There was an extended discussion. There has not yet been an actual “ask”. It is generally thought sponsorship of one family for one year would be around \$30,000. It was agreed to **recommend to Council** to aid local efforts up to \$15,000 either from 2015 Operating Reserve, or included in 2016.

### **Insurance Coverage**

A quote for 2016 coverage is being prepared by Cain.

### **Internal Control Review**

The Chairman is working on this and will have something for the next meeting.

### **HST Review**

Treasurer MacDonald needs to pursue other companies as our original contact has left.

### **Draft Budget Discussion**

The first working version shows a deficit of \$700,000 or \$900,000 if the 2014 surplus is not included. Our options are a tax increase, reduce the Capital Through Operating or reduce expenses. The year-end outlook also is to be updated to reflect October expenditures and to more accurately reflect final projections.

After a lengthy discussion, it was agreed staff will take a look at reducing expenses with the objective of maintaining spending increases for each department (including the utility) at 3% of the 2015 revised outlook. A detailed review of each department is to be conducted at the next meeting and a presentation to Council on November 30<sup>th</sup>.

### **Next Meeting**

The next meeting is set for Tuesday, November 24<sup>th</sup>, 9:00a.m. in the Sayre Room. The meeting adjourned at 11:33.

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Blair MacDonald, Chairman

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Ellen K. Steeves, Recording Secretary





# ROTHESAY

## MEMORANDUM



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TO	:	Mayor and Council
FROM	:	Doug MacDonald
DATE	:	December 8, 2015
RE	:	Finance Committee Recommendation

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### KRPF Contingency Fund Request

The Finance Committee passed the following motion at its regular meeting on Tuesday, November 17, 2015:

MOVED ... and seconded... to recommend that Council not provide for a contingency fund in the Police Dept budget.

CARRIED

### Recommendation:

Council not provide for a contingency fund in the Police Dept budget as there is provision for cost overruns in the current agreement.

# TOWN OF ROTHESAY

## FINANCE COMMITTEE

November 24, 2015

### In attendance:

Councillor Blair MacDonald, Chair

Mayor Bill Bishop

Deputy Mayor Nancy Grant

Town Manager John Jarvie

Treasurer Doug MacDonald

Financial Officer Ellen K. Steeves

The meeting was called to order at 8:57.

The minutes of the meeting on Nov. 17<sup>th</sup> were not reviewed. The meeting is intended to be a detailed review of the draft budgets presented, and Treasurer MacDonald explained it should not be compared to the previous edition, as that was a preliminary document and year end outlooks had not been completed. The current version of all budgets have been extensively reviewed by staff. It was agreed any changes to the budget will be tracked with explanations of changes documented.

Each section of the General Operating Budget was reviewed and explanations provided as requested. After a brief discussion, it was agreed to add \$10,000 for a one time donation to KV Oasis and \$15,000 as support for refugee settlement activities. It was requested an analysis be done of in-kind or actual costs of the contribution to the Dragon Boat Festival.

The draft budget presented includes an assumption of a 1% increase in the assessment base but no increase to the property tax rate.

The General Fund Capital outlook and budget were reviewed. Treasurer MacDonald explained the 2015 Outlook includes completed projects and the estimated cost of projects which may not be completed until early 2016. Any 2015 operating surplus will be transferred to Reserves and applied first to complete 2015 capital projects carried forward and then to the 2016 capital budget.

The General Fund Capital plan shown includes new 2016 projects only. The plan anticipates approximately \$3 million of new projects. Funding is obtained first from "Capital from Operating" (current year revenues), grants (including Gas Tax), reserves (funds set aside for capital projects from previous years) or new debt. Generally new debt is only recommended for large new construction type projects, larger equipment additions, etc. We have no new information on possible grants or infrastructure programs. Staff recommends what street projects based according to technical assessments. It was asked staff prepare a list of the second

and third year priorities. The draft budget includes funding of \$2.2 million from operating and \$350,000 of new debt (costs associated with Almon and Peters Lane).

The Utilities Fund Operating outlook budget has also been extensively reviewed by staff. Treasurer MacDonald explained the water department operating costs are projected to exceed the 2015 budget due to higher well cleaning costs than anticipated. The draft 2016 utility budget projects these costs will continue to rise resulting in the requirement for continued rate increases. The recommendation is to increase the base water rate to \$1.15 per cubic meter, the fixed water charge to \$200 per annum, and the sewer rate to \$350 per equivalent user. The effect of the change is a "typical" Rothesay utility customer would incur annual charges of approximately \$850 per year or an increase of 5.5%.

There was some discussion on rates, as they have been increasing over the years, however, actual costs to maintain the system have increased and capital cost requirements due to enhanced regulations are significant.

The Utility Fund Capital outlook and budget were reviewed. Treasurer MacDonald explained the 2015 Outlook includes completed projects and the estimated cost of projects which may not be completed until early 2016. Any 2015 operating surplus will be transferred to Reserves and applied first to complete 2015 capital projects carried forward and then to the 2016 capital budget.

The Utility Fund Capital plan shown includes new 2016 projects only. The plan anticipates approximately \$8.9 million of new projects, including the estimated cost of Phase 1 waste water treatment infrastructure (WWTF). Funding is obtained first from "Capital from Operating" (current year revenues), grants (including Gas Tax), reserves (funds set aside for capital projects from previous years) or new debt. Generally new debt is only recommended for large new construction type projects, larger equipment additions, etc. Grants have been obtained from "Build Canada" for the WWTF. In addition, the draft budget includes funding of \$475,000 from operating and \$850,000 of new debt (costs associated with Almon and Peters Lane).

The Finance Committee recommended presenting the draft budgets to Council for review and comment.

The schedule of next meetings is as follows:

Council Working Session	Monday, Nov. 30, 5pm
Council Public Session	Monday, Dec. 7, 7pm
Regular Council	Monday, Dec. 14, 7pm

If necessary, a Finance Committee meeting may be called. The meeting adjourned at 12:18pm.



2015Dec14OpenSessionFINAL\_109  
**ROTHESAY**  
**PARKS & RECREATION COMMITTEE**  
**MEETING MINUTES**  
Tuesday, November 24<sup>th</sup>, 2015



**DRAFT**

**PRESENT:** Councillor Miriam Wells, Chair  
Tracy Langley  
Chip Smith  
Pat Palmer, Vice Chair  
Brendan Kilfoil  
Maureen Desmond  
Councillor Bill McGuire  
Director of Recreation Charles Jensen  
Town Manager John Jarvie  
Recording Secretary Bev Côté

**ABSENT:** Susan Harley  
Jon LeHeup  
Jane MacEachern  
Facilities Coordinator Ryan Kincade

The meeting was called to order at 6:30 p.m. by Counc. Wells.

**1. APPROVAL OF MINUTES**

**MOVED** by Counc. McGuire and seconded by Tracy Langley to approve the minutes of the October 20<sup>th</sup>, 2015 meeting.

**CARRIED.**

**2. APPROVAL OF AGENDA**

**MOVED** by Pat Palmer and seconded by Chip Smith to approve the agenda as circulated.

**CARRIED.**

**3. DELEGATIONS**

**3.1 Blue Flag New Brunswick**

email from Jillian Hudgins Nov 5/15

Jillian Hudgins gave a brief presentation to the Committee. The program operates in Canada by the Environmental Defence, a national environmental charity and is managed internationally by the Foundation for Environmental Education out of Denmark celebrating clean, safe, and sustainable beaches. The program has been running in Canada since 2004, only expanded into New Brunswick this year, and currently there are 27 Blue Flag beaches. Blue Flags are awarded annually to beaches that meet 33 criteria in the following four categories:

- ▶ Environmental education
- ▶ Water quality
- ▶ Environmental management
- ▶ Safety and services

The cost begins with a \$500 deposit per beach or marina to carry out a feasibility study. Once approved this would go towards the annual certification fee of \$1250 per year. A brief discussion followed noting that with the cost and the size of Renforth Beach this program would not be feasible.

### **3.2 Third Space Gallery**

email from Emily Saab Nov 10/15

Emily Saab and Julie Whiteneck provided information to the Committee on behalf of Intermedia artist Michael McCormack. For the 2015-2016 exhibition season at Third Space Gallery they are proposing a project at Renforth Cove that consists of 63 ice moulds of semi cylindrical half oil barrels that will each have a cavity and will hold a small lantern or large candle inside. Temporarily the candles will be lit at dusk and documented on HD Video showing the "barrels" set in rows resembling the neighbouring ice fishing community as well as that of the remote military-style dorms in some of the 63 DEW Line sites in Northern Canada. This would ideally occur the week before Winter Carnival and would take approximately 7 days to complete. These will remain in place, minus the candles, until the river melts and the "barrels" sink underwater. He will also construct a 16' x 9' screen made out of snow, projecting a video consisting of edits from his grandfather's collection of slides from his experiences at the DEW Line along with sound, this will be shown one night only. Their ask is for a power outlet, use of the McGuire Centre, access to the ice by the boating club, and a secure area to store the barrel. This, in conjunction with Winter Fest, would be a great idea. A brief discussion followed.

## **4. REPORTS**

## **5. UNFINISHED BUSINESS**

### **5.1 Rothesay Common Update**

Town Manager Jarvie showed the committee an overhead view of the Rothesay Common and the Wells Park through a video recorded with the town's drone. Director Jensen informed the committee an opening date is set for Thursday, December 17<sup>th</sup> with a ribbon cutting and tree lighting ceremony beginning at 6 pm. There will be hot chocolate and cookies and live entertainment. The light standards have been ordered and should be arriving December 2<sup>nd</sup> or 3<sup>rd</sup>. Director Jensen is working on an ice schedule and will forward it to the committee for review. Staff will be on hand Monday thru Friday from 2:30 until 10:00 and on Saturday and Sunday all day. It was noted that the lights on the sculpture are too bright; could the bulbs possibly be changed? Director Jensen will contact Dan Glenn. Town Manager Jarvie along with Director Jensen met with some homeowners who have concerns with parking issues and one resident had concerns about music late at night. They informed the residents that the area would be staffed and the police have been notified as to the hours of the Common. Also it was noted that the speed limit will be reduced to 30km/hour over the next few days and signs will be posted.

### **5.2 Wells Park Project**

Director Jensen informed the committee that in the dog park grass will be kept to a minimum and the remaining space will be pea gravel. The ball field will be ready for next fall, the trail is already well used and the bridge should be finished soon. Paving at the top of the driveway down to the building will be done next year.

**DRAFT**

### 5.3 Multi-Purpose Facility

Counc. McGuire updated the committee with regards to the meeting with Victor Boudreau. There are 6 or 7 communities looking for funding, and Rothesay is high on the list. Mr. Boudreau had a tour of the arena and all felt very positive.

### 5.4 Arthur Miller Field House Update

Director Jensen noted that the quotes came in quite high and it has been sent back to Council.

## 6. NEW BUSINESS

### 6.1 Rental Fees at Bill McGuire Centre

Director Jensen informed the committee that with the work continuing to be done it was suggested that the rates increase. There is really no other rental space that compares to the McGuire Centre.

**Moved** by Pat Palmer and seconded by Counc. McGuire, the board accepts the rate increases for the Bill McGuire Centre effective January 1, 2016, more specifically:

#### **(Proposed increases in bold)**

#### Friday Rental (noon – 1am Saturday)

Non-Profit - \$75 - **\$100**

Fundraising Groups - \$125 - **\$150**

Commercial - \$225 - **\$325**

#### Saturday Rental (8am – 1am Sunday)

Non-Profit - \$75 – **\$100**

Fundraising Groups - \$125 - **\$150**

Commercial - \$525 - **\$650**

#### Hourly Rate – Sundays to Thursdays

\$35/hour - **\$40/hour**

**CARRIED**

## MEETING ADDENDAS

Town Manager Jarvie reviewed with the Committee the Recreational Budget for Council. A brief discussion followed.

## 7. DATE OF NEXT MEETING

December 15th, 2015 – if needed



**8. ADJOURNMENT OF MEETING**

**MOVED** by Counc. McGuire that the meeting be adjourned.

**CARRIED.**

The meeting adjourned at 8:10 p.m.

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Chairperson

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Recording Secretary





## **PUBLIC WORKS and INFRASTRUCTURE COMMITTEE MEETING**

November 18, 2015

Rothesay Town Hall – Sayre Room

8:30 a.m.

**PRESENT:** COUNC. MATT ALEXANDER, CHAIRPERSON  
RAHA MOSCA, VICE CHAIR (left at 9:58 a.m.)  
COUNC. PETER LEWIS (left at 10:32 a.m.)  
SCOTT SMITH  
RYAN SCOVILLE (left at 9:57 a.m.)

TOWN MANAGER – JOHN JARVIE  
DIRECTOR OF OPERATIONS – BRETT McLEAN  
RECORDING SECRETARY – LIZ POMEROY

Chair Alexander called the meeting to order at 8:33 a.m.

### **1. APPROVAL OF AGENDA:**

**MOVED** by Ryan Scoville and seconded by Counc. Lewis the agenda be approved as circulated, with the following additions:

*Item 6.3*

Gondola Point Road resident's concerns regarding traffic/parking – verbal report

*Item 6.4*

Dobbin Street Flooding – verbal report

*Item 7.2*

18 November 2015 Memorandum from Town Manager Jarvie RE: Request to  
add running signage to bike lanes

17 November 2015 Email from resident RE: bike lanes October 29, 2015

**CARRIED.**

### **2. APPROVAL OF MINUTES:**

**MOVED** by Counc. Lewis and seconded by Scott Smith the minutes of 21 October 2015 be adopted as circulated.

**CARRIED.**

### **3. DELEGATIONS:**

N/A

### **4. REPORTS & PRESENTATIONS:**

N/A

**5. UNFINISHED BUSINESS:****5.1 Update on Capital Projects.**

DO McLean reported there are only minor clean-up items left on French Village Road, James Renforth Drive and the McGuire Centre. Domville Lane has been completed.

**5.2 Update on RA-5 crosswalks.**

DO McLean reported they are still waiting on the delivery of the poles. The bases are being put in next week to create a quick install once the poles arrive. The bases for Rothesay Road are being done at the same time.

**5.3 Update on solid waste****➤ Tonnage report**

It was noted the numbers are stable. Clarification was requested regarding the construction and demolition amount. Town Manager Jarvie noted the number is representative of the new roof project on the storage building on Gondola Point Road. There was a discussion regarding the impact removing the blue bins had on residents. Apartment owners, building tenants and institutionally zoned property owners voiced complaints about the removal of the bins. Town Manager Jarvie noted Fundy Region Solid Waste intends to keep the blue bins by the Foodland in Quispamsis in place to service individuals in the Valley.

**5.4 Update on RNS curbside recycling collection – verbal update**

DO McLean reported he had spoken with Fundy Regional Solid Waste and they would investigate the operating procedures necessary to accommodate the request. There was a brief discussion on the possibility of creating a conversation with apartment building owners to gauge interest in providing a recycling service. DO McLean reported a response letter has not been sent to the headmaster of Rothesay Netherwood School regarding his request. He added other options should be explored further.

**5.5 Update on basement flood on Gondola Point Road**

Clarification was requested on the issue. DO McLean reported the residence is slated for storm sewer flushing. Once the storm sewer is flushed a video inspection will be used to identify the problem. DO McLean will report back to the Committee with an update.

**5.6 Update on Almon and Peters Lane**

Counc. Alexander noted this was an ongoing issue. DO McLean gave a description of the proposed plan. There was a discussion on the following: curbs, crowns, and water flow. It was noted the new configuration does not adjust the width of the lanes and meets all operational requirements. It was noted the issue has gone to Council and there was a motion to complete the engineering work and delay the project indefinitely should there be no agreement on a solution.

**5.7 Update on Maiden Lane and Goldie Court Flooding – video inspection**

DO McLean advised a video inspection will be done in the next week and a half. This will identify the issue and record the size of the pipes and if any bottlenecks exist. During the 2013 reconstruction project a video inspection did occur and no issues were apparent. There was a brief discussion on the capacity of the Rothesay Road storm sewer. DO McLean advised the resident has been notified of the plans for a video inspection.

5.8 Update on intersection at Rothesay Elementary School driveway and Eriskay Drive. DO McLean reported a crosswalk has been painted and signage has been put in place. The residents appear satisfied.

5.9 Update on the intersection of Jones/Vincent Road – traffic count report  
DO McLean directed the Committee's attention to the traffic count report. He added there were no continuous excessive speeds that would warrant any big changes.

**MOVED** by Counc. Lewis and seconded by Ryan Scoville the Public Works and Infrastructure Committee recommends DO McLean notify the residents that brought the issue to the Town's attention of the information discovered by the traffic report and with no continuous excessive speeds recorded the situation does not warrant any changes.

**CARRIED.**

## 6. NEW BUSINESS:

### 6.1 Climate and Infrastructure

4 November 2015 Memorandum from Counc. Alexander with motions

Counc. Alexander explained the memo and the motions. DO McLean advised workers have been dispatched to residences during storm events and have been directed to create incident reports for all visits. This ensures information is logged and an initial tracking system is in place. There was a discussion on procedures during developments and agreements with regards to storm water management plans. Town Manager Jarvie advised he is investigating weather stations and the Emergency Measures Committee has begun working on tips and suggestions to provide residents with information pamphlets regarding flood and sewer back-up prevention methods. There was a discussion on weather stations.

### 6.2 2016 Asphalt Resurfacing and Microseal Placement Programs – Engineering

18 November 2015 Memorandum from DO McLean RE: Prioritizing Mechanism

DO McLean advised the memo is an outline of the process in which streets are recommended for asphalt resurfacing or microseal placement in a particular budget year. Dillon Consulting created an index of street conditions in 2011/2012 resulting in rating the streets on a scale from 1.0 to 5.0 (1.0 being practically flawless and 5.0 being a street with no residual value and requires replacement). In 2015 Dillon Consulting updated their report. Using the report, a digital software program and knowledge of previous Town projects, a priority list was created. There was a discussion on McGuire Road noting: the road has heavy traffic, it is a main road to the water treatment plant and the Irving, and the road condition is reported as a 5.0 with significant deterioration. Counc. Lewis noted McGuire Road is a service road with no houses and a public commitment was made to pave Dofred Road. There was a brief discussion on Anna Avenue, Allan Avenue, Dofred Road and French Village Road. To stay true to the Town's budget it was suggested delaying work on roads with lifespan still remaining and proceed with both McGuire Road and Dofred Road.

**MOVED** by Counc. Lewis and seconded by Ryan Scoville the Public Works and Infrastructure Committee recommend to Council that McGuire Road be removed and Dofred Road reinstated on the list of 2016 road rebuilds and remove Terry Street from the 2016 Microseal Resurfacing program list and investigate potential transferring of funds from asphalt resurfacing allocations to pave McGuire Road.

**YEA votes recorded from:** Counc. Lewis, Counc. Alexander, Ryan Scoville and Raha Mosca.  
**ABSTAINED vote recorded from:** Scott Smith

**CARRIED.**

Ryan Scoville left the meeting at 9:57 a.m.

Raha Mosca left the meeting at 9:58 a.m.

6.3 Gondola Point Road resident's concerns regarding traffic/parking – verbal report  
Counc. Alexander reported residents are concerned with parking on Gondola Point Road. A recent complaint has surfaced regarding individuals parking in front of the town houses creating visibility problems for residents entering/exiting the townhouses. It was noted it is unlawful to park in that area as a bike lane exists. With the Common project almost completed some residents have expressed the belief of a likelihood of increased traffic and parking issues. There was a discussion on parking for the Rothesay Common, parking during church services, and Church Street. Suggestions for traffic flow and parking solutions followed. DO McLean advised the matter would be investigated further.

6.4 Dobbin Street Flooding – verbal report  
Counc. Alexander reported he spoke with the resident. A video inspection identified the problem was caused from a connection between the sanitary sewer and the drain tile. The Committee agreed that DO McLean will send a letter to the resident explaining the cause of the sanitary sewer back-up was a result of the piping configuration in the residence based on the result of the video inspection.

## 7. CORRESPONDENCE FOR ACTION:

7.1 15 October 2015 Letter from resident RE: Robinson Street Flooding  
Counc. Alexander noted the item has been discussed for some time and a solution is needed. There was a discussion on the measurements of the door sill in relation to the catch basin grate, flow of water in the area, and culvert capacity. Changing the culverts could result in creating potential flooding issues for residents across the street and downstream. Other solutions would involve modifying the design of the house resulting in the Town subsidizing a private cost. It was suggested the resident build a retaining wall to prevent and direct overflow from the nearby stream away from the property. The Committee agreed that DO McLean contact the resident to discuss possible solutions for the homeowner to implement and explain the Committee's suggestion.

Counc. Lewis left the meeting at 10:32 a.m.

*The quorum was lost and the meeting adjourned.*

## NEXT MEETING: December 16, 2015

## 8. CORRESPONDENCE FOR INFORMATION:

7.2	18 November 2015	Memorandum from Town Manager Jarvie RE: Request to add running signage to bike lanes
	29 October 2015	Letter from resident RE: Request for runner signage in bike lanes
	17 November 2015	Email from resident RE: Runners in bike lane
	11 November 2015	Website Contact Message from resident RE: Runners in bike lane
	9 November 2015	Email from resident RE: Running in the bike lane

- 7.3 2 November 2015 Letter from resident RE: Kaitlyn Street Flooding
- 7.4 4 November 2015 Letter from resident RE: Drainage issue on Elizabeth Parkway

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Chairperson

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Recording Secretary



# ROTHESAY

## MEMORANDUM



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TO : Mayor and Council  
FROM : Recording Secretary Public Works & Infrastructure Committee  
DATE : November 18, 2015  
RE : Jones/Vincent Road Motions Passed at November 18<sup>th</sup> Meeting

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Please be advised the Public Works & Infrastructure Committee passed the following motions at its regular meeting on Wednesday, November 18, 2015:

**MOVED** ... and seconded ... the Public Works and Infrastructure Committee recommends DO McLean notify the residents that brought the issue to the Town's attention of the information discovered by the traffic report and with no continuous excessive speeds recorded the situation does not warrant any changes.

**CARRIED.**

Liz Pomeroy  
Recording Secretary

# November 2015 Building Permit Report

<i>Date</i>	<i>Permit Number</i>	<i>Property Location</i>	<i>Nature of Construction</i>	<i>Value of Construction</i>	<i>Building Permit Fee</i>
2015/11/03	2015-220	14 Rodney Street	Electrical Upgrade	\$1,000.00	\$20.00
2015/11/03	2015-221	19 Joshua St.	Storage Shed	\$5,000.00	\$36.25
2015/11/03	2015-222	126 Hampton Road	Interior Renovations Commercial	\$5,000.00	\$36.26
2015/11/05	2015-223	85 Dunedin Rd.	Attached Garage	\$65,000.00	\$471.25
2015/11/05	2015-224	66 Highland Ave.	Windows	\$4,000.00	\$29.00
2015/11/10	2015-225	53 Clark Road	Deck	\$2,000.00	\$20.00
2015/11/12	2015-226	15 North Street	Demolition	\$0.00	\$500.00
2015/11/12	2015-227	39 Dolfred Road	Fence	\$3,800.00	\$27.55
2015/11/12	2015-228	118 Park Drive	Electrical Upgrade Transfer Switch	\$6,500.00	\$47.12
2015/11/12	2015-229	38 Monaco Drive	Electrical Upgrade	\$2,200.00	\$20.00
2015/11/13	2015-230	66 Grove Ave.	Windows	\$2,000.00	\$20.00
2015/11/16	2015-231	76 Old Hampton Road	Foundation Repairs	\$5,400.00	\$39.15
2015/11/18	2015-232	31 Gondola Point Road	Window	\$5,000.00	\$36.25



**2015Dec14OpenSessionFINAL\_120**

<i>Date</i>	<i>Permit Number</i>	<i>Property Location</i>	<i>Nature of Construction</i>	<i>Value of Construction</i>	<i>Building Permit Fee</i>
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2015/11/16	2015-233	19 Silverton Cres.	Siding and Windows	\$19,420.00	\$140.80
2015/11/20	2015-234	6 Post Rd.	Storage Shed	\$3,500.00	\$25.40
2015/11/25	2015-235	15 North Street	Single Family	\$95,000.00	\$688.75
2015/11/30	2015-236	32 Gondola Point Road	Windows	\$3,200.00	\$23.20
2015/11/30	2015-237	10 Ryan Drive	Fire Restoration	\$80,000.00	\$580.00

	Value of Construction	Building Permit Fee
Monthly Total Nov. 2015 **	<u>\$308,020.00</u>	<u>\$2,760.98</u>
Summary for 2015 to Date**	<u>\$14,304,184.00</u>	<u>\$119,203.70</u>

Monthly Total Nov. 2014	<u>\$704,200.00</u>	<u>\$5,648.20</u>
Summary for 2014 to Date **	<u>\$10,598,401.83</u>	<u>\$82,215.83</u>
**Excludes Water / Sewage Fees		

Steven Nason, CBCO 

Building Inspector

**INTEROFFICE MEMORANDUM**

TO : Mayor Bishop & Council  
FROM : John Jarvie  
DATE : 10 December 2015  
RE : Capital Project – Status Report

The following is a list of 2015 capital projects underway and the current status of each.

PROJECT	BUDGET	\$ TO 30/11/15*	COMMENTS
Oakville Acres Detention Pond	\$2.0M	65%	Project substantially complete, formal opening event to be scheduled; Court decision rendered.
Asphalt Resurfacing	190,000	96%	Neil, Wiljac, Alexander & Burnett Domville Lane complete
Micro-seal Resurfacing	140,000	100%	Florence, Raymond and Wanda completed.
French Village Rd resurfacing	310,000	97%	Substantially complete
Curb/gutter/sidewalk - Eriskay	\$0.55M	2%	Engineering only in 2015 due to condition of sewer system
Anna Ave paving	350,000	65%	Job complete
Engineering 2016 streets	60,000	-	Recommendation on Agenda
Cross-walk signals Grove/ Church/Golf Club	140,000	3%	Equipment ordered; civil work in December, poles scheduled for February
Recreation equipment	160,000	81%	Zamboni delivered, Dobbin St. playground installed, KPark rink house 90%,
Arena Upgrade	25,000	100%	Painting, lobby repairs, ammonia system, floor
Miller Field Building	120,000	11%	Permits issued, materials ordered, foundation work underway
Wells Trail	\$0.67M	84%	Trail base in, culverts installed and wooden bridges substantially complete, contractor estimate 85% complete
Wells Ballfield	\$0.67M	56%	Field fenced, levelled and seeded with grass growing; dog park grading complete
Rothsay Common Upgrade	\$2.4M	62%	90% complete and on schedule.
McGuire Centre Site Work	100,000	89%	Project substantially complete.
James Renforth Water Ext	110,000	100%	Project substantially complete
Gondola Point water line	310,000	100%	Complete
Transportation Equipment	470,000	38%	Skid steer delivered, SUVs delivered, backhoe deferred to 2016,
Water Treatment Plant Upgrade	\$0.7M	89%	Changes in plant complete, membranes installed, system commissioning and calibration complete.
Wellfield Development	250,000	47%	Regulatory permission received, drilling sites confirmed, drilling of 2 wells scheduled for the week of December 14th
Wastewater Collection Upgrade	\$7.5M	-	Engineering RFP pending – expect to be called in early mid December

\*Funds paid to this date.



## INTEROFFICE MEMORANDUM



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TO : Mayor Bishop & Council  
FROM : John Jarvie  
DATE : 10 December 2015  
RE : Ice Fishing Activities

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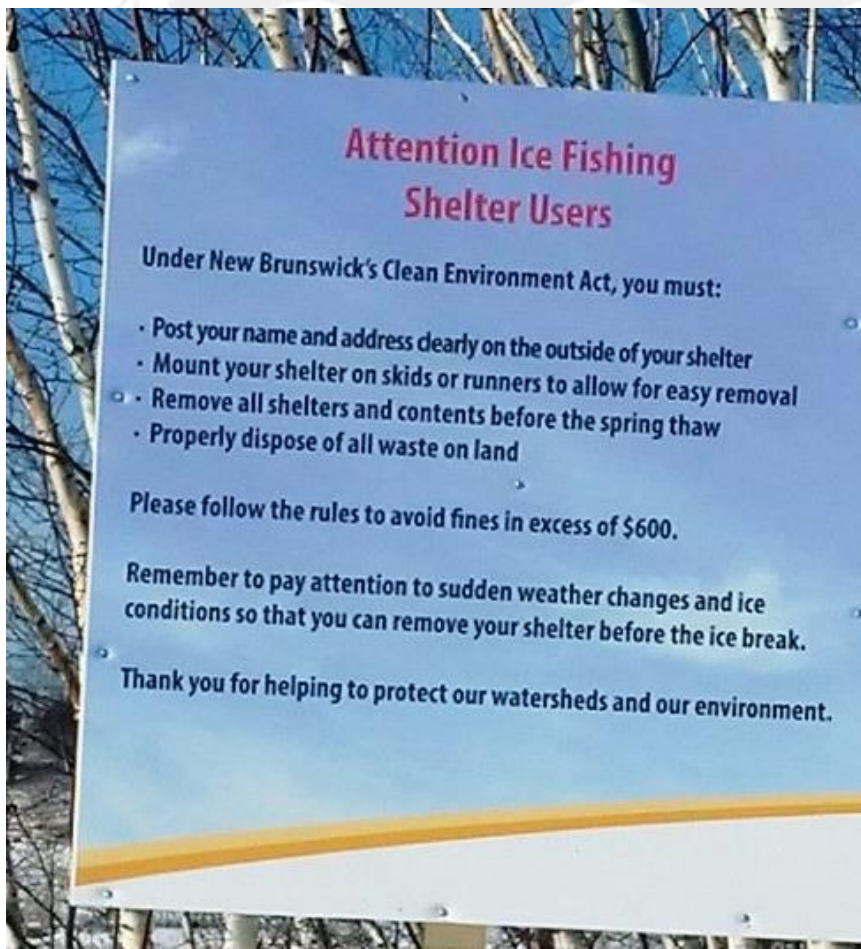
### Recommendation

It is recommended this memorandum be received for information.

### Background

On November 30<sup>th</sup> the Director of Parks and Recreation and I met with representatives of Environment and Local Government and two Conservation Officers with Natural Resources to discuss how to avoid problems with debris left behind following the ice fishing season. [REDACTED] who is a key organizer at Renforth also attended.

The Conservation Officers advised that they are working under the direction of Public Safety and are authorized to write tickets. The legislation requires all shacks to have the name and contact information of the owner clearly marked on the outside of each shack and to have the shacks on skids. The fine under the legislation is more than \$600 PER DAY! The Officers live in the area and committed to regular attendance at both the Renforth Wharf site and at Cameron Road. They advised that any shacks not marked as required would be posted and removed if necessary at the expense of the owner. Locations for storage of shacks removed from the River were discussed.



The Department of Environment and Local Government representatives will provide a sign for placement at each location warning of the requirements. The Town will place the sign. The Town will also provide social media notices to assist in conveying the messages.

It was agreed that shacks at Cameron Road would be monitored and problem activity could result in a recommendation to Council to block access to the River over Jordan Miller Park lands.



# ROTHESAY

## MEMORANDUM



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TO	:	Mayor and Council
FROM	:	Nominating Committee
DATE	:	11 December 2015
RE	:	Committee appointments

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The Nominating Committee is recommending the following appointments:

**Board of Fire Commissioners, Kennebecasis Valley Fire Department**

Robert McIntyre (re-appointment) Term until December 31, 2018

**Planning Advisory Committee**

Tracy Langley (re-appointment) Term until December 31, 2017

**Parks and Recreation Committee**

Brendan Kilfoil Term until December 31, 2017



**ROTHESAY**  
 PLANNING ADVISORY COMMITTEE MEETING  
 Rothesay Town Hall  
**Monday, December 7, 2015**  
**5:30 p.m.**



**PRESENT:** BILL KEAN, CHAIR  
 LAURIE GALE, VICE CHAIR  
 COUNCILLOR PETER LEWIS  
 COUNCILLOR MIRIAM WELLS  
 EWEN CAMERON  
 TRACY LANGLEY  
 CRAIG PINHEY

TOWN MANAGER JOHN JARVIE  
 TOWN CLERK MARY JANE BANKS  
 DIRECTOR OF PLANNING/DEVELOPMENT (DPDS) BRIAN WHITE  
 RECORDING SECRETARY LIZ POMEROY

**ABSENT:** COLIN BOYNE

Chairperson Bill Kean called the meeting to order at 5:34 p.m.

**1. APPROVAL OF AGENDA**

**MOVED** by Counc. Wells and seconded by Laurie Gale the agenda be approved as circulated.

**CARRIED.**

**2. APPROVAL OF MINUTES**

**Regular meeting of 2 November 2015**

**MOVED** by Counc. Lewis and seconded by Laurie Gale the minutes of 2 November 2015 be adopted as circulated.

**CARRIED.**

**3. OLD BUSINESS**

**3.1 Appleby Drive (off)**

OWNER:

PID:

PROPOSAL:

**A. E. McKay Builders Ltd.**

Maxim Management Ltd.

30175467 & 30175475

16 lot subdivision, new road and agreement

Andrew McKay of A.E. McKay Builders Ltd. and Gerry Roberts, Surveyor for Kierstead Quigley and Roberts Ltd. were in attendance. DPDS White explained the application and displayed a conceptual plan of the subdivision. He highlighted the following: the parent property is roughly 36 acres zoned Single Family Residential R1B; the lands are owned by Maxim Management Ltd. and under a purchase agreement with McKay Builders; 20% of the parent property will be developed; all lots meet all requirements with sizes ranging from  $\frac{1}{3}$  to  $\frac{1}{2}$  of an acre; the property is reasonably flat; and 35% of the proposed subdivision is within the boundary of the Municipal Plan Schedule G. DPDS White referenced the following from the staff report:

Schedule G describes areas of undeveloped lands within Rothesay that require the preparation of a secondary municipal plan to allow for coordination of roads, utilities, open space and recreation amenities and for public input. The plan policy (see policy 14.2.3) does not specifically restrict Council from considering plans of subdivisions for development but rather requires that Council undertake detailed community planning.

**14.2.3 POLICY**

- a) *Council will undertake secondary planning in the areas of the community as designated on Schedule G.*
- b) *Council will recover some of the costs of detailed planning from*



**ROTHESAY**

Planning Advisory Committee Meeting  
Minutes

-2-

7 December 2015

- benefitting property owners.*
- c) *Council will ensure that secondary planning addresses zoning, road networks, municipal water, sewer and storm sewer systems, third party utilities, pedestrian networks, buffering and recreation needs.*

The mapping method used to illustrate Schedule G is a technique referred to as a “bubble” diagram or map. This method is commonly used by land use planners to define areas in a loose general manner as opposed to adhering property boundaries. The primary purpose of the bubble diagram is to provide flexibility. Schedule G encourages cautious, phased approaches to development requests and in this instance Staff believe that the small localized nature of the development provides an excellent residential infill opportunity that serves to greatly enhance public safety.

DPDS White noted at the previous Planning Advisory Committee meeting there were additional information items being processed. These items included information regarding: traffic impact, waterline extension, existing easements/encumbrances, land for public purposes, polling, and public safety. DPDS White presented the summary statement of the traffic report from Crandall Engineering Ltd. which states the 16 lots will generate low traffic volumes that will not cause operational or safety issues on Appleby Drive or other adjacent local streets. The report also states that when complete future traffic will still be well within the volume range typically found on local streets. He added the street extensions and connection from Appleby Drive to Higginson Avenue are positive features, improving both public safety and neighbourhood connectivity.

With regards to the waterline extension the applicant has noted they have obtained approval for a municipal services easement from the company directors of Cedar Point Estates to allow the water line through their property connecting to the Higginson Avenue right of way. The applicant has also supplied a letter from their solicitor stating they have received confirmation from Serge Gauvin, Registrar General of Land Titles, which upon the filing of subdivision plan whereby the extension of Appleby Drive vests as a public street, Service New Brunswick will remove existing right-of-way shown on title as an encumbrance on the subject parcels. The applicant has agreed to a 3.6 acres parcel of land for public purposes (LPP) which exceeds the amount required by the subdivision by-law under this agreement. Staff sent out notices regarding this subdivision to all property owners in the Dunedin and Appleby area and received 7 phone calls and 2 written responses. Main concerns expressed were noise, parking, adequacy of road networks, increased traffic, inconsistent theme with the existing neighbourhood, importance of secondary planning beforehand, potential water and well contamination, and general neighbourhood disruption during the construction of the subdivision. The application was forwarded to both the Kennebecasis Regional Police Force and Kennebecasis Valley Fire Department for review. Deputy Chief Steve Palmer, KRPF and Chief Bill Ireland, KVFD both offered no objections and indicated the connection of Appleby Drive to Horton Road via Higginson Avenue would create an advantage for their respective departments by way of eliminating these two dead end street neighbourhoods.

Chairperson Kean asked the applicant if he had anything to add. Mr. McKay noted DPDS White did a great job. He added it is a beautiful piece of land that he would enjoy developing and would be happy to answer any questions.

Catherine and Paul Chaisson of 136 Horton Road, Tom Mueller of 105 Horton Road, Chris Bell of 20 Dunedin Road, and Councillor Blair MacDonald of 27 Burnett Terrace came forward to speak. They addressed the following concerns: potential water and well contamination, lack of communication regarding possibility to connect to Town water, road safety, loss of privacy, distance between the subdivision and the LPP, importance of secondary planning, sewer lines, and dead-end waterlines.

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The residents agreed some of the concerns had been touched upon in the presentation. The following responses were noted: DPDS White did a site visit and could not find an architectural theme; construction will be limited to the hours of 7 a.m. to 9 p.m.; there will be no infringement on the Renforth Bog; the proposal creates an alternate route to address current traffic concerns; and the Town waterline connection costs and extension costs will be borne by the property owners utilizing the utilities. Mr. McKay added there will be no drilling and the depths of the wells will help protect from contamination. He reassured the residents water and well contamination was unlikely to occur but if it did he would assume responsibility should a qualitative “before and after” reporting system be in place to prove contamination was caused by the development. Mr. McKay advised privacy is important for the new lot owners as well and directed the Committee’s attention to the depth in each new lot which allows for sizeable tree buffers. If natural tree buffers exist at the back of lots developers are likely to keep them to save costs.

DPDS White advised the concern regarding the intersection at Horton and Dunedin must be addressed to Council or the Director of Operations as the Planning Advisory Committee and the Developer have no control over the issue. The Community Planning Act determines the LPP and its calculated percentage. The proposed LPP is part of the parent parcel and there is no requirement that it must be part of the subdivision. The proposed LPP was chosen to create a future connection to another Town road and will provide a connection to the trail system.

The Town allocated funds in the draft 2016 budget for a secondary planning study of the area. DPDS White notes the policy in the Municipal Plan states Council undertake secondary planning however, it does not prohibit against development. The Schedule G boundaries are designed to be flexible.

Mr. Mueller alleged the volume of the existing sewer line near the crest of the hill has been compromised and is not providing adequate service to current residents and that residents do not have backflow preventer valves. He claimed the road construction is too narrow to meet requirements and the area has become an issue for his insurance company. Gerry Roberts, Surveyor for Kierstead Quigley & Roberts Ltd. noted the engineering surveys and workers will determine where the sewer line will go and that it is done properly. He added it is beneficial to hear concerns at this point in time. DPDS White advised the developer would not be responsible for current infrastructure deficiencies.

There was a discussion on dead end waterlines. Counc. Blair MacDonald noted he was under the assumption the Town was avoiding the installation of dead end waterlines. Town Manager Jarvie noted the Town is trying to moderate the amount of dead end waterlines however; this waterline covers a short distance and there is a likelihood of a connection in the future. He added the developer pays for the waterline up to Lot 15-1 and the existing utility customers would cover the costs should an extension occur. The dead end waterline will have to be flushed to maintain water quality. Town Manager Jarvie advised the Town by-laws stated new developments must be on Town water so as not to conflict with residents on well water.

Laurie Gale, Vice Chair asked whether or not the proposal without the secondary planning study may be “putting the cart before the horse”. DPDS White noted Staff believes the proposal would create a necessary road connection aiding public safety in the area. He added the proposal would be a logical extension for the area and is really the “missing puzzle piece”. There was also concern regarding drainage in the area as the proposed land appears to be of a flat nature. McKay advised the lots may have to be graded. It was suggested to accept cash instead of land for LPP and wait until the secondary planning is completed. However, the excess land could be lost if cash is accepted. Town Manager Jarvie advised the LPP can be deferred, and the location can be determined at a later point in time. There was a brief discussion on suggestions to improve the dangerous intersection at Horton and Dunedin. DPDS White advised the Committee that Council and the Public Works and Infrastructure Committee are responsible for the issue. It was noted



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residents are invited to attend the regular open session of Council next Monday, December 14, 2015 at 7:00 p.m.

**MOVED** by Counc. Wells and seconded by Craig Pinhey the Planning Advisory Committee recommend that Council authorize the Mayor and Clerk to enter into a Development Agreement as amended with A.E. McKay Builders Ltd. for the development of a 16 lot subdivision on the property identified as (PIDs # 30175467 & 30175475).

**YAY votes recorded from:** Chairperson Kean, Counc. Wells, Ewen Cameron, Tracy Langley, and Craig Pinhey.

**NAY votes recorded from:** Counc. Lewis and Laurie Gale.

**CARRIED.**

**MOVED** by Counc. Wells and seconded by Tracy Langley the Planning Advisory Committee recommend that Council assent to the public roads to be known as the extensions of Appleby Drive and Higginson Avenue for the development of a sixteen (16) lot subdivision on the portion of lands identified as PIDs # 30175467 & 30175475.

**YAY votes recorded from:** Chairperson Kean, Counc. Wells, Ewen Cameron, Tracy Langley, and Craig Pinhey.

**NAY votes recorded from:** Counc. Lewis and Laurie Gale.

**CARRIED.**

**MOVED** by Counc. Wells and seconded by Counc. Lewis the Planning Advisory Committee recommend to Council to assess the design of the Horton Road and Dunedin Road intersection.

**CARRIED.**

<b>3.2 47 Clark Road</b>	<b>Philip Brodersen</b>
OWNER:	Brodersen Realty Ltd.
PID:	30275234
PROPOSAL:	Variance (4 <sup>th</sup> building) and amending Development agreement

**MOVED** by Counc. Wells and seconded by Laurie Gale granting a variance to Zoning By-law 2-10 permitting a fourth commercial building at 47 Clark Road (PID 30275234) be removed from the table.

**CARRIED.**

DPDS White explained there are two parts of this application. A variance must be granted and an amended development agreement must be adhered to by the applicant. The Zoning By-law requires “no more than one main building may be placed or erected on a lot”. DPDS White noted the following from the Staff report:

Rothsay’s General Commercial zone includes a clause that allows for “the development of multiple buildings on one parcel of land may be permitted where it can be demonstrated that there is an adequate internal circulation system that provides for the safe and efficient movement of vehicles and pedestrians on site.”

Staff have visited the site with the applicant and consulted with the Director of Operations. The Staff consensus is that there is adequate internal circulation for the safe and efficient movement of vehicles and pedestrians given that the site is quite large in size and the proposed building is at the rear of the site. Should traffic issues arise with site circulation it would be the applicant’s responsibility and liability to correct any deficiencies or issues. Also important to note is the existing development agreement on the property would obligate the applicant to upgrade Alliance Drive to public road standards. An upgraded Alliance Drive would provide a second access point

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to the property that could alleviate potential circulation issues.

Council had expressed concerns with lack of landscaping when the application was first received in 2013. Mr. Brodersen had since met with Staff regarding the landscaping enhancements to the parking lot of 47 Clark Road and has proposed that Council accept the following improvements;

1. Two landscaped islands each having a minimum size of not less than 13.5 m<sup>2</sup> and generally located on the property as indicated on Figure 1 each landscaped island shall include the following;
  - a. Low maintenance permanent landscaping materials such as beach stones; accent boulders; or decorative gravels;
  - b. One (1) high-branching deciduous shade tree in each island;
  - c. Understory plantings, such as shrubs, perennials, ornamental grasses and other herbaceous ground covers.

The proposed agreement includes a requirement that would obligate the applicant to provide written Certification from a qualified professional engineer that the storm water system and works have been satisfactorily completed and constructed to control the storm water in compliance with the By-law Schedule “D” – Stormwater Standards of Rothesay Zoning By-law require that there are storm water treatment facilities onsite that will remove total suspended solids, limit the discharge of hydrocarbons; and control the quantity and rate of runoff (peak stormwater flow).

The Committee questioned when the written certification was required. DPDS White advised it is required when the building is occupied. He added Section 11 of the Agreement states; the Town agrees that the Occupancy Permit may be issued provided the Developer supplies a security deposit in the amount of %110 of the estimated cost to complete the landscaping and storm water works with conditions.

Chairperson Kean invited Donna Moore of 9 Dobbin Street, to speak. Mrs. Moore read aloud a letter noting the following: she and her husband have been living in their residence on Dobbin Street since 1976; their basement had never flooded until now; there have been drastic changes to water flow on their property since the developments of Vito’s and Mr. Brodersen’s property; other neighbours are in the same situation; more infrastructure should be put in place before more developments; and there is a lack of communication between the Town and the residents. Mrs. Moore addressed additional concerns regarding noise (garbage trucks and snow plows during all hours of the day), loud music, and the clear cutting of trees behind their property. She noted a backflow preventer has been installed and other solutions explored. It was suggested if the variance is granted the agreement will help Mr. Brodersen be accountable for storm water management of his property. Clarification was requested on the storm water management standards. Town Manager Jarvie advised it is not a quantitative standard, there must be no more water leaving the property than before. There was a brief discussion on the severity of the September 30, 2015 rainstorm. Mr. Brodersen expressed regret about Mrs. Moore’s property damage and also advised any garbage removal is done during business hours and the roads would be plowed before any commercial property.

**MOVED** by Counc. Wells and seconded by Tracy Langley the Planning Advisory Committee grant a variance to Zoning By-law 2-10 permitting a fourth commercial building at 47 Clark Road (PID 30275234) subject to approval of the amending agreement.

**CARRIED.**

**MOVED** by Counc. Wells and seconded by Laurie Gale the Planning Advisory Committee recommend that Council authorize the Mayor and Clerk to enter into the amending agreement with Brodersen Realty Ltd. for the development of a fourth commercial building and enhanced landscaping and storm water management at 47 Clark Road (PID 30275234).

**CARRIED.**



**ROTHESAY**

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**10. NEXT MEETING**

The next meeting will be held on Monday, January 4, 2016.

**11. ADJOURNMENT**

**MOVED** by Craig Pinhey and seconded by Counc. Wells the meeting be adjourned.

**CARRIED.**

The meeting adjourned at 7:28 p.m.

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CHAIRPERSON

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RECORDING SECRETARY



# ROTHESAY

## MEMORANDUM



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TO	:	Mayor and Council
FROM	:	Town Clerk Mary Jane Banks
DATE	:	10 December 2015
RE	:	16 lot subdivision off Appleby Drive

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The above-noted matter was discussed at the Planning Advisory Committee meeting on Monday, December 7, 2015. Additional letters were received at the Committee meeting and by the Clerk's office following the meeting. In addition, 3 requests were received to appear before Council on 14 December 2015.

The attached map outlines the proposed development area and the "gray" properties represent property owners who either submitted comments and/or spoke at the Planning Advisory Committee and/or requested to appear before Council.

The following documentation is provided for your information and review:

8 December 2015	Recommendations from the Planning Advisory Committee (PAC)
9 December 2015	Supplemental report from DPDS White with revised agreement per the PAC recommendation
Various	Correspondence received from: Catherine Chiasson (2), Chris Bell (2), Tom Mueller (1) and Michael Start (1)
2 December 2015	(Original) staff report from DPDS White

*Mary Jane Banks*



# ROTHESAY

## MEMORANDUM



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TO	:	Mayor and Council
FROM	:	Recording Secretary – Planning Advisory Committee
DATE	:	8 December 2015
RE	:	16 lot subdivision off Appleby Drive

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Please be advised the Planning Advisory Committee passed the following motions at its regular meeting on Monday, December 7, 2015:

**MOVED** by Counc. Wells and seconded by Craig Pinhey the Planning Advisory Committee recommend that Council authorize the Mayor and Clerk to enter into a Development Agreement as amended with A.E. McKay Builders Ltd. for the development of a 16 lot subdivision on the property identified as (PIDs # 30175467 & 30175475).

**CARRIED.**

**MOVED** by Counc. Wells and seconded by Tracy Langley the Planning Advisory Committee recommend that Council assent to the public roads to be known as the extensions of Appleby Drive and Higginson Avenue for the development of a sixteen (16) lot subdivision on the portion of lands identified as PIDs # 30175467 & 30175475.

**CARRIED.**

**MOVED** by Counc. Wells and seconded by Counc. Lewis the Planning Advisory Committee recommend to Council to assess the design of the Horton Road and Dunedin Road intersection.

**CARRIED.**

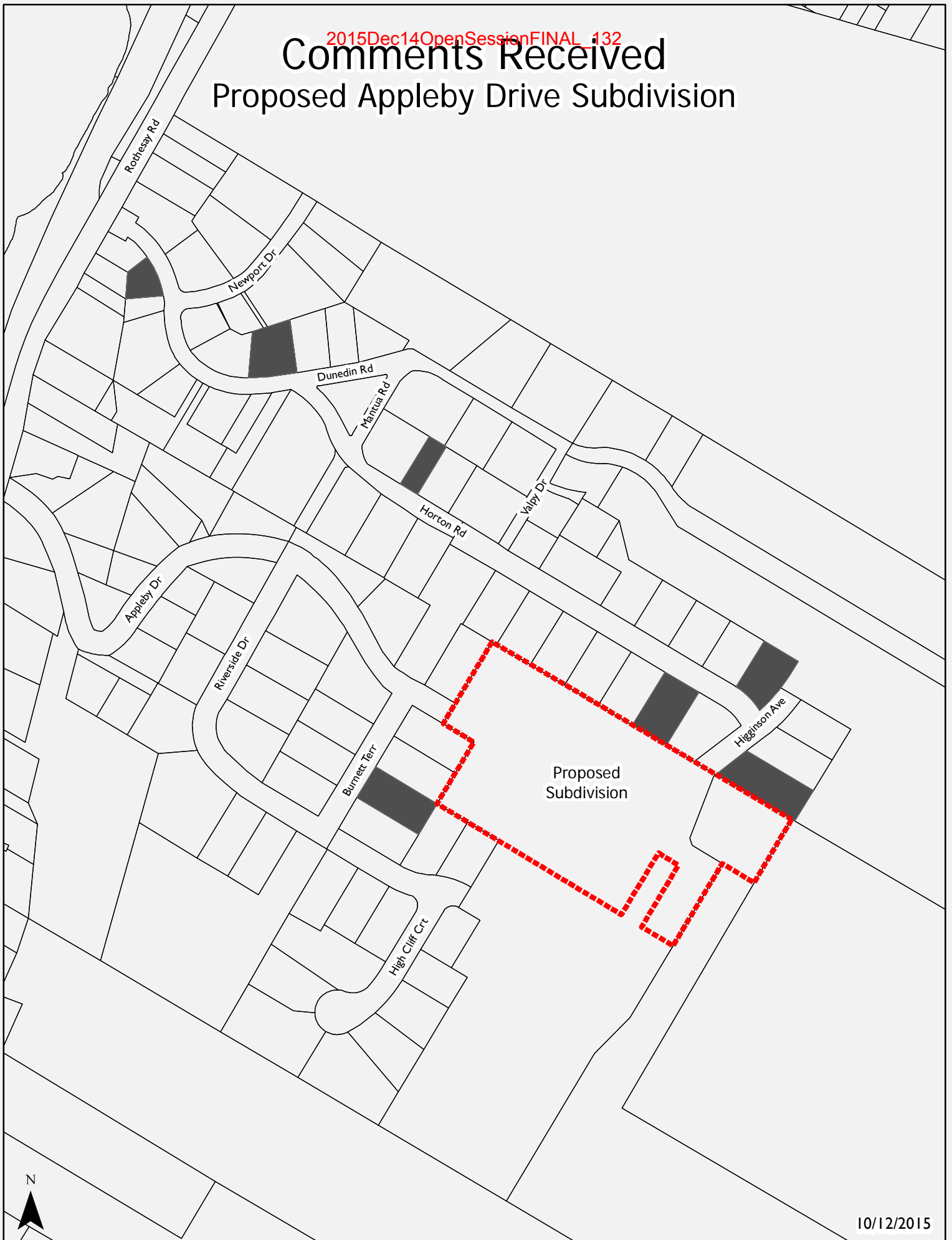
### RECOMMENDATION:

- Council authorize the Mayor and Clerk to enter into a Development Agreement as amended with A.E. McKay Builders Ltd. for the development of a 16 lot subdivision on the property identified as (PIDs # 30175467 & 30175475).
- Council assent to the public roads to be known as the extensions of Appleby Drive and Higginson Avenue for the development of a sixteen (16) lot subdivision on the portion of lands identified as PIDs # 30175467 & 30175475.
- Council direct staff to assess the design of the Horton Road and Dunedin Road intersection and report back to Council

*Mary Jane Banks*

# Comments Received

## Proposed Appleby Drive Subdivision





70 Hampton Road  
Rothesay, NB  
E2E 5L5 Canada

**Rothesay Council**

**December 14, 2015**

**TO:** Mary Jane Banks, Town Clerk

**SUBMITTED BY:**

Brian White, Director of Planning and Development Services

**DATE:** 9 December 2015

**SUBJECT:** Appleby Drive Subdivision Agreement (As Amended by PAC)

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**INFORMATION REPORT**

**ORIGIN**

On December 7, 2015 the Rothesay Planning Advisory Committee did at their regular meeting consider an application from A.E.MacKay Ltd. to subdivide land off Appleby Drive. In review of the application PAC passed the following Motion:

**MOVED** by Counc. Wells and seconded by Craig Pinhey the Planning Advisory Committee recommend that Council authorize the Mayor and Clerk to enter into a Development Agreement as amended with A.E. McKay Builders Ltd. for the development of a 16 lot subdivision on the property identified as (PIDs # 30175467 & 30175475).

**YAY votes recorded from:** Chairperson Kean, Counc. Wells, Ewen Cameron, Tracy Langley, and Craig Pinhey.

**NAY votes recorded from:** Counc. Lewis and Laurie Gale.

**CARRIED.**

Staff have revised the DRAFT development agreement as directed by the PAC, several of the amendments are non-substantive and clerical in nature. The primary amendment, as highlighted in yellow, is to defer the requirement for land for public purposes until such time that Rothesay has conducted secondary planning and would be in a better position to define its LPP needs more precisely.

**ATTACHMENTS**

Attachment A- Appleby Drive Subdivision Agreement (As Amended)



*Rothesay*

**DEVELOPMENT AGREEMENT**

***Land Titles Act, S.N.B. 1981, c.L-1.1, s.24***

Parcel Identifiers  
of Parcels Burdened  
by Agreement: 30175467 and 30175475

Owner of Land Parcels: **A.E. McKay Builders Ltd.**  
380 Model Farm Road  
Quispamsis, N.B.  
E2G 1L8 (Hereinafter called the "Developer")

Agreement with: **Rothesay**  
70 Hampton Road  
Rothesay, N.B.  
E2E 5L5 (Hereinafter called the "Town")

a body corporate under and by virtue of the  
Municipalities Act, RSNB 1973, Chapter M-22,  
located in the County of Kings and Province of New  
Brunswick

**WHEREAS** the Developer is the registered owner of certain lands located  
off Appleby Drive and Higginson Avenue PIDs 30175467 and 30175475 and  
which said lands are more particularly described in Schedule A hereto  
(hereinafter called the "Lands");

**AND WHEREAS** the Developer is now desirous of entering into an  
development agreement to allow for the extension of public roads and the  
development of a subdivision containing not more than sixteen (16) lots for  
sixteen (16) single family dwellings on the Lands as described in Schedule A.

**NOW THEREFORE THIS AGREEMENT WITNESSETH** that for and in the  
consideration of the mutual covenants and agreements herein expressed and  
contained, the parties hereto covenant and agree as follows:

1. The Developer agrees that the number of Lots situated on the Lands  
indicated on Schedule A shall not exceed sixteen (16) lots.
2. The Developer agrees that the number of residential dwellings situated on  
the Lands indicated on Schedule A shall not exceed sixteen (16) single  
family dwellings.
3. The Developer agrees to submit for approval by the Town, prior to  
commencing any work on the subdivision, the following plans, each  
meeting the requirements in accordance with the minimum requirements,  
standards and specifications as prescribed in the Standard Specifications  
for Developers of Rothesay Subdivision By-law No. 4-10;
  - i. Plan of Subdivision prepared by a person registered to practice land  
surveying in the Province of New Brunswick;
  - ii. a letter of engagement from the project engineer retained by the  
Developer to design the proposed works, along with engineering  
design drawings for all municipal services as specified herein; and
4. The Developer agrees that the Building Inspector shall not issue a  
building permit to the Developer for work directly connected with the  
development of the Lands, nor shall the Developer be entitled to such a  
permit unless and until the Developer deposits with the Town an  
Irrevocable Letter of Credit from a Canadian Chartered Financial  
Institution or other security acceptable to the Town:



- a) Valued at 50% of the cost of construction to execute the work approved by the Engineer pursuant to this agreement; and
- b) Containing a provision that upon the expiration of a thirty-six (36) month term it be renewed and extended (with appropriate amendments to reduce the sum to an amount sufficient to recover the remaining work) from year to year until such time as the Town has accepted "final completion" of the work mentioned in this agreement, by resolution of the Town Council.

### **Schedules**

- 5. The Developer agrees to develop the Lands in a manner, which, in the opinion of the Development Officer, is generally in conformance with the following Schedules attached to this Agreement:
  - a. Schedule A Legal Description of Parcels
  - b. Schedule B Proposed Plan of Subdivision

### **Subdivision**

- 6. The Developer agrees that all Lots shall meet the requirements of the Single Family Residential – Standard Zone [R1B] as described in the Rothsay Zoning By-law No. 2-10.
- 7. The Town and Developer agree that the Development Officer may, at their discretion, consider a reduction in the total number of Lots and the resulting applicable and necessary changes to Schedule B as non-substantive and generally in conformance with this Agreement.
- 8. The Developer agrees, that except as otherwise provided for herein, the development, subdivision and use of the Lands shall comply with the requirements of the Rothsay Zoning By-law and Subdivision By-law, as may be amended from time to time.

### **Land for Public Purposes**

- 9. The Town and Developer agree to defer the requirement for Land for Public Purposes (LPP) until such time that the Town has completed the necessary secondary planning study to determine the preferred location of LPP.
- 10. Furthermore, the Town and Developer agree that an amount no less than 2996 square meters being 10% of the area being subdivided or \$32,356.80 as cash in lieu LPP being 8% of the market value as calculated by by-law shall form a debit owing on the lands.

### **Site Development**

- 11. The Developer agrees to develop the Lands in a manner, which, in the opinion of the Development Officer, is generally in conformance with Schedule B.
- 12. The Developer agrees to not commence clearing of trees, excavation of topsoil or blasting activities in association with the construction of the subdivision until the Town has provided final approval of the subdivision design as determined by the Development Officer, in consultation with the Town's Engineer.
- 13. The Developer agrees that driveways for each developed Lot shall conform as follows:
  - a) All areas used for vehicular traffic or the parking or storage of a vehicle shall be paved with asphalt, concrete, interlocking stone or

- other environmentally safe and dust-free equivalent surface.
- b) Every developed Lot shall have one (1) permanent driveway lighting fixture that shall as follows:
- i. provide illumination of the primary driveway entrance to the public street right of way;
  - ii. be supplied from the property's electrical system;
  - iii. automatically switch on there is insufficient daylight;
  - iv. be located not closer than 1.5 meters to the paved driveway edge and not closer than 2 meters to the public street right of way boundary; and
  - v. be installed by the Developer and maintained by the successive lot owner(s) their successors and assigns, in a manner to ensure continuous operation during night time hours.

### **Municipal Streets**

14. The Developer shall carry out, subject to inspection and approval by Town representatives, and pay for the entire actual cost of the following:
- a. surveying and staking of lots and streets;
  - b. rough grading of streets to profiles approved by the Town;
  - c. fine grading of streets to profiles approved by the Town;
  - d. hard surfacing of the streets as shown on the plan to Town specifications; sub-grade standards, compaction and finish as approved by the Town Engineer, in writing, before final hard surfacing may be installed;
  - e. constructing the roads as shown on the plan and complete the connection to the Gibbon Road as shown on Schedule A;
  - f. supply and maintenance of for a period of one (1) year the topsoil, sod, landscaping and the planting of street trees calculated as one tree for each 10 meters measured along the linear centre line of the public street right of way, planted in location(s) approved by the Town and where such trees are as follows:
    - (a) Not smaller than six centimeters (6 cm) in diameter measured at a point being 2 meters above the root ball such trees species as approved by the Town.
  - g. engineering design and inspection of those works referred to in clauses b), c) d), e) and f) of this section.
15. The Developer agrees to provide, upon completion of Part (13), signed documentation and progress reports from a practicing Professional Engineer, licensed in New Brunswick ensuring that applicable codes and standards have been met and that the work was completed and utilizing such materials as in accordance with the terms of this Agreement and approved specifications.
16. The Developer agrees to provide, upon the request of the Town, as-built drawings that delineate all public infrastructure to be submitted to the Town in compliance with the minimum standards and requirements specified in the Town's Digital Data Submission Standards for Infrastructure and Construction Drawings.
17. The Town reserves the right to assign public street names, notwithstanding that the names may not correspond with those shown on Schedule A.
18. The Developer agrees that all items, materials, pipes, fittings, and other such infrastructure following acceptance of delivery on site by the Developer shall remain the full responsibility of the Developer against their accidental breakage or vandalism until the completed works are accepted by the Town.
19. The Developer agrees that it will not commence construction of any dwelling and no building permit will be issued by the Town for any such

dwelling until such time as the street, which provides the normal access, to each dwelling, has been constructed to Town standards as specified by the Town and is ready for hard surfacing at least beyond the point which shall be used as the normal entrance of the driveway to service such dwelling.

20. The Developer agrees to restore, in so doing assuming all costs, any and all disturbed areas of the public street and public street right of way to the satisfaction of the Town Engineer following installation of the required municipal services.

### **Storm Water**

21. The Developer shall carry out, subject to inspection and approval by Town representatives, and pay for the entire actual costs of the installation of a storm water system. The Developer agrees to accept responsibility for all costs associated with the following:
- a. Construction, to Town standards, of a storm water system including pipes, fittings, precast sections for manholes and catch basins capable of removing surface water, to a predetermined location selected by the Developer's Engineer and approved by the Town Engineer, from the entire developed portion of the lands as well as top soil and hydro-seeding of shoulders of roadways.
22. The Developer agrees to submit for approval by the Town, prior to commencing any work on the storm water system such plans, as required by the Town, that shall conform with the design schematics and construction standards of the Town, unless otherwise acceptable to the Town Engineer.
23. The Developer agrees that all roof leaders, down spouts, and other storm water drains from all proposed dwelling shall not be directed or otherwise connected or discharged to the Town's storm water or sanitary collection system.
24. The Developer agrees that the storm water drainage from all dwellings shall not be discharged:
- a. directly onto the ground surface within one meter of a proposed dwelling;
  - b. within 1.5 m of an adjacent property boundary;
  - c. to a location where discharged water has the potential to adversely impact the stability of a side yard or rear yard slope or a portion of the property where there exists a risk of instability or slope failure; or
  - d. to a location or in such a manner that the discharge water causes or has the potential to cause nuisance, hazard or damage to adjacent dwellings or structures.
25. The Developer agrees to provide to the Town Engineer written certification of a Professional Engineer, licensed to practice in New Brunswick that the storm water system has been satisfactorily completed and constructed in accordance with the Town specifications.

### **Water Supply**

26. The Developer agrees to connect to the Town's nearest and existing water system at a point to be determined by the Town Engineer and utilizing methods of connection approved by the Town Engineer.
27. The Town agrees to supply potable water for the purposes and for those purposes only for a maximum of seven (7) single family residential dwellings and for minor and accessory purposes incidental thereto and for no other purposes whatsoever.

28. The Developer agrees to pay the Town a connection fee for each residential unit to the Town water system calculated in the manner set out by By-law as amended from time to time, to be paid to the Town on issuance of each building permit.
29. The Developer agrees that the Town does not guarantee and nothing in this Agreement shall be deemed to be a guarantee of an uninterrupted supply or of a sufficient or uniform water pressure or a defined quality of water. The Town shall not be liable to the Developer or to any person, firm or corporation for any damage or injury caused by the interruption of the supply of water, the lack of uniform pressure thereof or the quality of water.
30. The Developer agrees that all connections to the Town water mains shall be approved and inspected by the Town Engineer or such other person as is designated by the Town prior to backfilling and that the operation of water system valves is the sole responsibility of the Town.
31. The Developer agrees to comply with the Town's Water By-law and furthermore that a separate water meter shall be installed, at their expense, for each residential connection made to the Town's water system.
32. The Developer agrees that the Town may terminate the Developer's connection to the Town water system in the event that the Town determines that the Developer is drawing water for an unauthorized purpose or for any other use that the Town deems in its absolute discretion.
33. The Developer agrees to provide, prior to the occupation of any buildings or portions thereof, written certification of a Professional Engineer, licensed to practice in New Brunswick that the connection of service laterals and the connection to the existing town water system has been satisfactorily completed and constructed in accordance with the Town specifications.

#### **Sanitary Sewer**

34. The Developer agrees to connect to the existing and nearest sanitary sewer system at a point to be determined by the Town Engineer and utilizing methods of connection approved by the Town Engineer.
35. The Developer agrees to pay the Town a connection fee for each residential unit to the Town sewer system calculated in the manner set out by By-law as amended from time to time, to be paid to the Town on issuance of each building permit.
36. The Developer agrees to carry out subject to inspection and approval by Town representatives, and pay for the entire actual costs of the following:
  - a. Engineering design, supply, installation, inspection and construction of all service lateral(s) necessary to connect to the existing sanitary sewer system inclusive of all pipes, laterals, fittings, and precast concrete units.
37. The Developer agrees to submit for approval by the Town, prior to commencing any work to connect to the sanitary sewer system, any plans required by the Town, with each such plan meeting the requirements as described in the Town specifications for such development.
38. The Developer agrees that all connections to the Town sanitary sewer system shall be supervised by the Developer's engineer and inspected by the Town Engineer or such other person as is designated by the Town prior to backfilling and shall occur at the sole expense of the Developer.

**Municipal Service Easements**

39. The Developer agrees to secure and grant to the Town, its successors and assigns, unencumbered easements crossing the Lands of the Developer and **the Lands of PID 00239632**, in the form customarily used by the Town, providing for the full, free and uninterrupted right, liberty, privilege and easement to install, construct, reconstruct, repair, clean, maintain, inspect and use as part of the municipal services of the Town and as appurtenant thereto, and for all times hereafter, including sewers, water system mains, storm water collection infrastructure and other municipal services of such kind, size, type and number as the Town may from time to time determine necessary.

**Retaining Walls**

40. The Developer agrees that dry-stacked segmental concrete (masonry block) gravity walls shall be the preferred method of retaining wall construction for the purpose of erosion control or slope stability on the Lands and furthermore that the use of metal wire basket cages filled with rock (gabions) is not an acceptable method of retaining wall construction.
41. The Developer agrees to obtain from the Town a Building Permit for any retaining wall, as required on the Lands, in excess of 1.2 meters in height and that such retaining walls will be designed by a Professional Engineer, licensed to practice in New Brunswick.

**Indemnification**

42. The Developer does hereby indemnify and save harmless the Town from all manner of claims or actions by third parties arising out of the work performed hereunder, and the Developer shall file with the Town prior to the commencement of any work hereunder a certificate of insurance naming the Town as co-insured evidencing a policy of comprehensive general liability coverage on "an occurrence basis" and containing a cross-liability clause which policy has a limit of not less than Two Million Dollars (\$2,000,000.<sup>00</sup>). The aforesaid certificate must provide that the coverage shall stay in force and not be amended, canceled or allowed to lapse within thirty (30) days prior to notice in writing being given to the Town. The aforesaid insurance coverage must remain in full force and effect during the period available to the Developer pursuant to this agreement to complete the work set out as described in this Agreement.

**Notice**

43. Any notice or advice which is to be given under this Agreement shall be deemed to have been satisfactorily given to the Developer if delivered personally or by prepaid mail addressed to **A.E. MCKAY BUILDERS LTD.**, 380 MODEL FARM ROAD, QUISPAMSIS, N.B., E2G 1L8 and to the Town if delivered personally or by prepaid mail addressed to **ROTHESAY**, 70 HAMPTON ROAD, ROTHESAY, NEW BRUNSWICK, E2E 5L5. In the event of notice by prepaid mail, the notice will be deemed to have been received four (4) days following its posting.

**By-laws**

44. The Developer agrees to be bound by and to act in accordance with the By-laws of the Town as amended from time to time and such other laws and regulations that apply or may apply in future to the site and to activities carried out thereon.

**Termination**

45. The Town reserves the right and the Developer agrees that the Town has the right to terminate this Agreement without compensation to the



Developer if the specific proposal has not commenced on or before **December 14, 2020** being a date 5 years (60 months) from the date of Council's decision to enter into this Agreement accordingly the Agreement shall have no further force or effect and henceforth the development of the Lands shall conform with the provisions of the Rothsay Zoning By-law.

46. Notwithstanding Part 44, the Parties agree that development shall be deemed to have commenced if within a period of not less than three (3) months prior to **December 14, 2020** the construction of the public street and municipal service infrastructure has begun and that such construction is deemed by the Development Officer in consultation with the Town Engineer as being continued through to completion as continuously and expeditiously as deemed reasonable.
47. The Developer agrees that should the Town terminate this Agreement the Town may call the Letter of Credit described herein and apply the proceeds to the cost of completing the work or portions thereof as outlined in the agreement. If there are amounts remaining after the completion of the work in accordance with this agreement, the remainder of the proceeds shall be returned to the Institution issuing the Letter of Credit. If the proceeds of the Letter of Credit are insufficient to compensate the Town for the costs of completing the work mentioned in this agreement, the Developer shall promptly on receipt of an invoice pay to the Town the full amount owing as required to complete the work.

#### **Security**

48. The Developer expressly agrees and understands that notwithstanding any provision of the Town's Building By-laws or any statutory by-law or regulatory provision to the contrary, the Building Inspector shall not issue a building permit to the Developer for work directly connected with the development of the Lands, nor shall the Developer be entitled to such a permit unless and until the Developer deposits with the Town an Irrevocable Letter of Credit from a Canadian Chartered Financial Institution or other security acceptable to the Town; and
  - a. Valued at 50% of the cost of construction to execute the work approved by the Engineer pursuant to this agreement; and
  - b. Containing a provision that upon the expiration of a thirty-six (36) month term it be renewed and extended (with appropriate amendments to reduce the sum to an amount sufficient to recover the remaining work) from year to year until such time as the Town has accepted "final completion" of the work mentioned in this agreement, by resolution of the Town Council.

#### **Failure to Comply**

49. The Developer agrees that after 60 days written notice by the Town regarding the failure of the Developer to observe or perform any covenant or condition of this Agreement, then in each such case:
  - (a) The Town shall be entitled to apply to any court of competent jurisdiction for injunctive relief including an order prohibiting the Developer from continuing such default and the Developer hereby submits to the jurisdiction of such Court and waives any defense based upon the allegation that damages would be an adequate remedy;
  - (b) The Town may enter onto the Lands and perform any of the covenants contained in this Agreement or take such remedial action as is considered necessary to correct a breach of the Agreement, whereupon all reasonable expenses whether arising out of the entry onto the Lands or from the performance of the covenants or remedial action, shall be a first lien on the Lands and be shown on any tax certificate issued under the Assessment Act;

- (c) The Town may by resolution discharge this Agreement whereupon this Agreement shall have no further force or effect and henceforth the development of the Lands shall conform with the provisions of the Land Use By-law; and/or
- (d) In addition to the above remedies, the Town reserves the right to pursue any other remediation under the *Community Planning Act* or Common Law in order to ensure compliance with this Agreement.

**Entire Agreement**

50. This Agreement contains the whole agreement between the parties hereto and supersedes any prior agreement as regards the lands outlined in the plan hereto annexed.

**Severability**

51. If any paragraph or part of this agreement is found to be beyond the powers of the Town Council to execute, such paragraph or part or item shall be deemed to be severable and all other paragraphs or parts of this agreement shall be deemed to be separate and independent therefrom and to be agreed as such.

**Reasonableness**

52. Both parties agree to act reasonably in connection with any matter, action, decision, comment or approval required or contemplated under this Agreement.

This Agreement shall be binding upon and endure to the benefit of the parties hereto and their respective heirs, administrators, successors and assigns.

**IN WITNESS HEREOF** the parties have duly executed these presents the day and year first above written.

Date: \_\_\_\_\_, 2016

Witness:

A.E. McKay Builders Ltd.

\_\_\_\_\_

\_\_\_\_\_  
Director

Witness:

Rothsay:

\_\_\_\_\_

\_\_\_\_\_  
Mayor

\_\_\_\_\_

\_\_\_\_\_  
Clerk

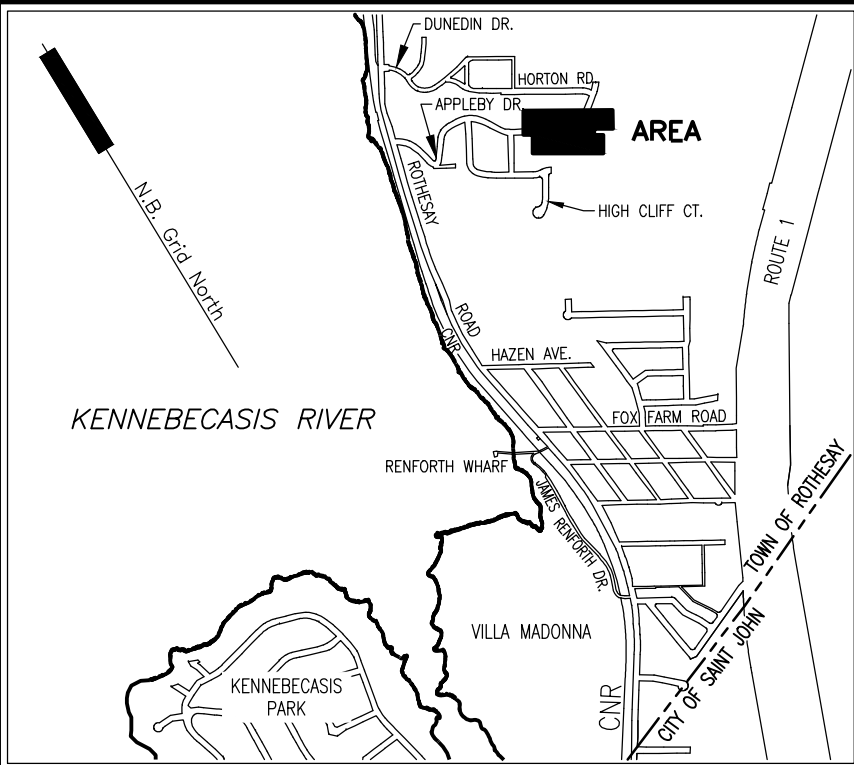
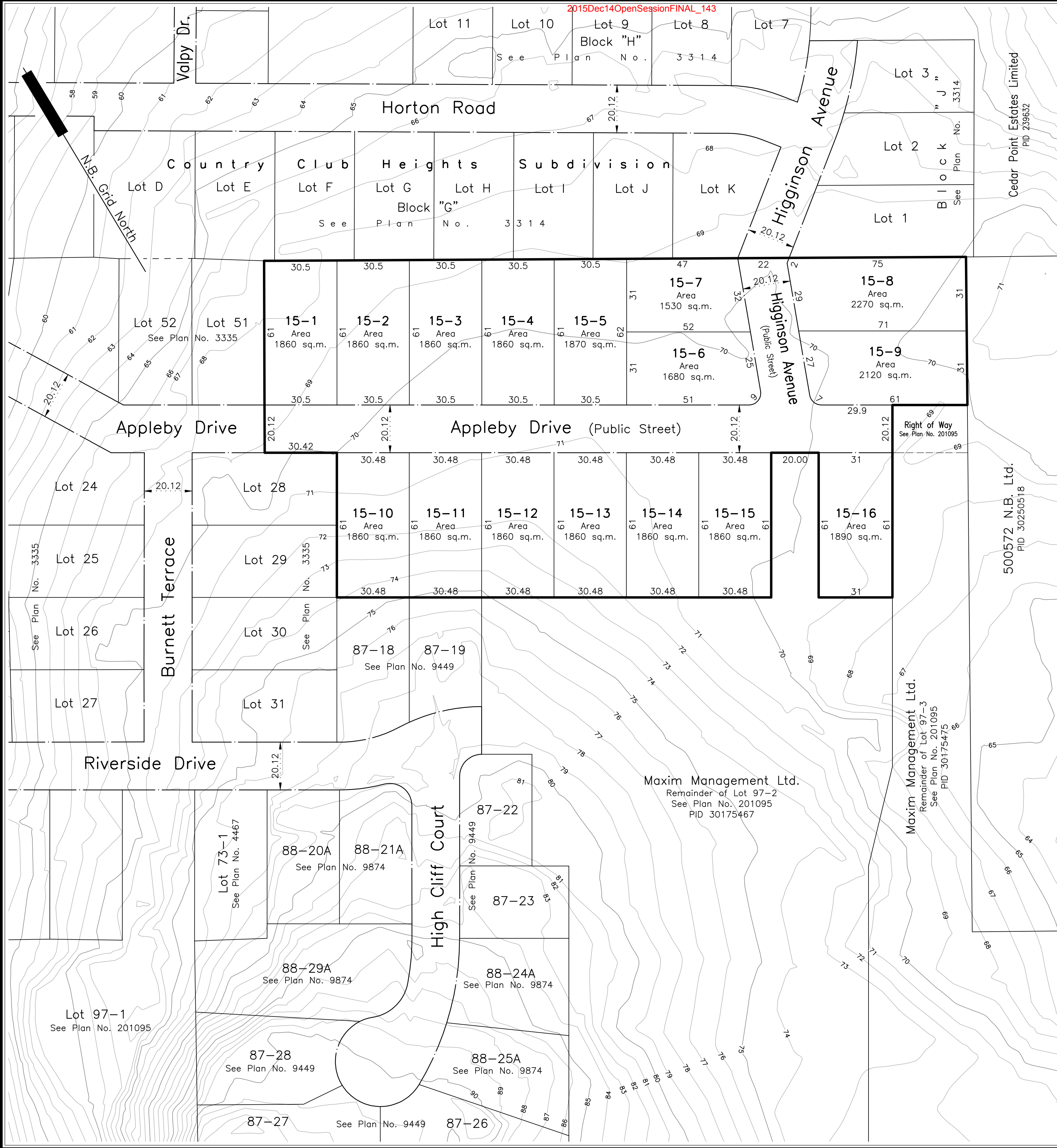
Rothestay

SCHEDULE A

PID:	30175467
Apparent Parcel Access:	Public Access
Status:	Current
Effective Date/Time:	2008-09-08 16:14:55
Page:	1
Legal Description:	Place Name: Rothestay Parish: Rothestay County: Kings Label of Parcel on Plan: 97-2 Title of Plan: Subdivision Plan, Phase Electric Ltd. Subdivision Registration County: Kings Registration Number of Plan: 201095 Registration Date of Plan: July 10, 1997

PID:	30175475
Apparent Parcel Access:	Private Access
Status:	Current
Effective Date/Time:	2010-09-24 09:58:15
Page:	1
Legal Description:	Place Name: Rothestay Parish: Rothestay County: Kings Label of Parcel on Plan: 97-3 Title of Plan: Subdivision Plan, Phase Electric Ltd. Subdivision Registration County: Kings Registration Number of Plan: 201095 Registration Date of Plan: July 10, 1997 Together with the benefit of a right of way as described in Deed number 328565 registered in the Kings County Registry Office on July 14, 1997 in book 1342 at page 582. Save Except: Lands conveyed to Her Majesty the Queen (Transportation) by Transfer 29259562 filed in the Kings County Registry Office 2010-09-23





**Key Plan**  
Scale = 1:25,000

**LEGEND:**  
● SMF - Standard survey marker found  
⊙ SMS - Standard survey marker set  
● RIBF - Round iron bar found  
■ IBF - Square iron bar found  
○ IPF - Iron pipe found  
⊙ CALC - Calculated point  
▲ NBCM - N.B. Co-ordinate Monument  
sq.m. - Square metres  
A - Arc R - Radius  
Rad.Pt. - Radius point  
C - Centreline  
— Line not to scale  
— Fence  
PID - Parcel identifier number  
Adj - Adjusted network  
100 - Tabulated co-ordinate reference  
A.N.B.L.S. - Association of N.B. Land Surveyors

**NOTES:**  
1. Azimuths and Co-ordinate values refer to the NEW BRUNSWICK GRID CO-ORDINATE SYSTEM (Adjusted Network) and were derived from the tabulated New Brunswick Co-ordinate Monuments. Computations performed and co-ordinate values shown are based on the New Brunswick Stereographic Double Projection and the NAD83 (CSRS) ellipsoid.  
2. Azimuths are rounded to the nearest 10 seconds.  
3. Distances are in METRES and are rounded to the nearest CENTIMETRE.  
4. Lands dealt with by this plan are bounded thus  
5. Peripheral information and adjacent names were derived from various sources and should be verified.  
6. All plans and documents referenced are recorded in the Kings County Registry Office or in the Land Titles Office for the District of New Brunswick.

**PURPOSE OF PLAN:**  
• To create 16 new residential building lots.  
• To extend Appleby Drive and Higginson Avenue and vest the new portions as public streets.

Subdivision Plan  
**Appleby Manor**  
Subdivision - Phase 2  
Town of Rothesay  
Kings County, N.B.

0 10 20 30 40 50 100 metres  
Scale = 1:1000

**KIERSTEAD QUIGLEY**  
**and ROBERTS Ltd.**  
Saint John, New Brunswick

Dated: September 11, 2015

Job No. 12-0113 Dwg. No. T-0605

Form 45

AFFIDAVIT OF CORPORATE EXECUTION

Land Titles Act, S.N.B. 1981, c.L-1.1, s.55

Deponent: Andrew McKay  
A.E. McKay Builders Ltd.  
380 Model Farm Road  
Quispamsis, N.B. E2G 1L8

Office Held by Deponent: Director

Corporation: A.E. McKay Builders Ltd.

Place of Execution: Rothsay, Province of New Brunswick.

Date of Execution: \_\_\_\_\_, 2016.

I, **Andrew McKay**, the deponent, make oath and say:

- 1. That I hold the office specified above in the corporation specified above, and am authorized to make this affidavit and have personal knowledge of the matters hereinafter deposed to;
- 2. That the attached instrument was executed by me as the officer(s) duly authorized to execute the instrument on behalf of the corporation;
- 3. the signature “**Andrew McKay**” subscribed to the within instrument is the signature of me and is in the proper handwriting of me, this deponent.
- 4. the Seal affixed to the foregoing indenture is the official seal of the said Corporation was so affixed by order of the Board of Directors of the Corporation to and for the uses and purposes therein expressed and contained;
- 5. That the instrument was executed at the place and on the date specified above;

DECLARED TO at Rothsay,  
in the County of Kings, )  
and Province of New Brunswick, )  
This \_\_\_\_ day of \_\_\_\_\_, 2016. )

BEFORE ME: )

\_\_\_\_\_  
Commissioner of Oaths ) Andrew McKay

Form 45

AFFIDAVIT OF CORPORATE EXECUTION

*Land Titles Act, S.N.B. 1981, c.L-1.1, s.55*

Deponent: **MARY JANE E. BANKS**

Rothesay  
70 Hampton Road  
Rothesay, N.B.  
E2E 5L5

Office Held by Deponent: Clerk

Corporation: **Rothesay**

Other Officer Who Executed the Instrument: **WILLIAM J. BISHOP**

Rothesay  
70 Hampton Road  
Rothesay, N.B.  
E2E 5L5

Office Held by Other Officer Who Executed the Instrument: Mayor

Place of Execution: Rothesay, Province of New Brunswick.

Date of Execution: \_\_\_\_\_, 2016.

I, **MARY JANE E. BANKS**, the deponent, make oath and say:

- 1. That I hold the office specified above in the corporation specified above, and am authorized to make this affidavit and have personal knowledge of the matters hereinafter deposed to;
- 6. That the attached instrument was executed by me and **WILLIAM J. BISHOP**, the other officer specified above, as the officer(s) duly authorized to execute the instrument on behalf of the corporation;
- 7. the signature "**William J. Bishop**" subscribed to the within instrument is the signature of William J. Bishop, who is the Mayor of the town of Rothesay, and the signature "**Mary Jane E. Banks**" subscribed to the within instrument as Clerk is the signature of me and is in the proper handwriting of me, this deponent, and was hereto subscribed pursuant to resolution of the Council of the said Town to and for the uses and purposes therein expressed and contained;
- 8. the Seal affixed to the foregoing indenture is the official seal of the said Town and was so affixed by order of the Council of the said Town, to and for the uses and purposes therein expressed and contained;
- 9. That the instrument was executed at the place and on the date specified above;

DECLARED TO at town of  
Rothesay, in the County of Kings, )  
and Province of New Brunswick, )  
This \_\_\_\_ day of \_\_\_\_\_, 2016. )

BEFORE ME: )  
)  
)  
)  
Commissioner of Oaths )

\_\_\_\_\_  
**MARY JANE E. BANKS**



136 Horton Rd;  
Rothesay, NB  
E2H 1P8

Sunday, December 6, 2015

Mr. Brian L.White  
Director of Planning and Development Services  
Town of Rothesay  
70 Hampton Rd  
Rothesay, NB  
E2E 5L5

**RE: Proposed 16 Lot Subdivision**

Dear Mr. White,

I am writing to express concern about the proposed A.E. McKay Builders Ltd. 16 lot subdivision off of Appleby Drive. There are several items that I feel need to be addressed for community safety and wellbeing:

- water and sewerage concerns- while it will be provided for the new homes how will these homes affect the well water of those houses surrounding them? Will our natural filtration systems be affected with the additional homes and their lawn maintenance chemicals; and in the winter salt and sand for driveways?
- Has there been a study of the effect on the well water should this land be disturbed and developed? It is our expectation that this will have been done by an independent organization not connected to the town of Rothesay or A.E. McKay Builders Ltd
- roads on the lower portion of Appleby and Dunedin have bends which can already be hazardous for the existing residents; these safety concerns will only be increased with all of the trucks and equipment needed to build these homes and it will be an ongoing issue with the additional residents and their vehicles- these roads were not built for moderate traffic
- where Horton meets Dunedin is unnavigable for two vehicles at one time. One car must wait while the other makes the turn- this problem will also be intensified and ultimately cause accidents with the addition of other vehicles
- the residents of Horton Rd and Appleby have enjoyed wooded areas behind their homes since they were built in the 70s. We know that with the development of this subdivision most of this green space and privacy will be lost. Should this subdivision be approved we want our privacy to be maintained with a buffer zone of trees and berms
- what is the developer's obligation, with the development of subdivisions, to provide green spaces for its residents?

- should these homes be built, what are the days and hours of construction? How long will our peaceful neighbourhood be polluted with the sounds of building 16 new homes?

I would like the opportunity to speak and have these issues addressed at the PAC meeting December 7<sup>th</sup>, 2015.

Sincerely,

Catherine Chiasson, B.Ed;DAUS; M.Ed

A solid black rectangular box used to redact the signature of Catherine Chiasson.

136 Horton Rd;  
Rothesay, NB  
E2H 1P8

Tuesday, December 8, 2015

Town of Rothesay  
70 Hampton Rd  
Rothesay, NB  
E2E 5L5

**RE: Proposed 16 Lot Subdivision**

Mayor William Bishop and Councillors

We came away from Monday night's PAC meeting feeling a lack of confidence in the committee. We raised several concerns about the apparent short-sightedness in the Proposed 16 LOT Subdivision at the top of Dunedin and Appleby Road. While several of the points in my letter to Mr. Brian White (attached) were skimmed over, there seemed to be no consideration for existing homeowners in this plan nor in the plan for 60+ homes that may be built between Horton Rd and Maple Crest.

Mr. Chris Bell of Dunedin Rd. referred to Councillor Wells' comments concerning the intent of council to have a plan for the area to be developed. While this resulted in some discussion around the table, Councillor Wells motioned for the subdivision to be approved simultaneously ignoring the requirement for Rothesay to do its due diligence in creating a responsible plan. Astoundingly, apart from two members, the committee seconded the motion.

We echo Mr. Chris Bell's words in his letter to the Mayor and Councillors:

*Although I understand the benefits of new developments in Rothesay, I have very serious concerns about the integrity and legality of the process being followed in this instance.*

Mr. Bell goes on to quote specific sections of the **Rothesay Municipal Plan 2010**, Paragraph 14.2.1 of the Rothesay Municipal Plan 2010 (by-law 1-10), which will be violated should the development be approved without having created the secondary plan. In addition, he highlighted inequalities in the way the PAC is handling this development plan, based on information found in the October 13<sup>th</sup> minutes.

In that same meeting, on Monday, December 7th, we heard Mrs. Donna Moore speak of the disaster created in her home and property by the unattractive commercial development on Clark Rd. Needless to say, our fears about the lack of proper planning are mounting, with Mrs. Moore's story, the well-known flooding issues created in Oakville Acres and the large amount of

money that has been spent trying to beautify and rectify poorly planned commercial sections of Rothesay.

*Councillor Miriam Wells stated that a new plan is currently in the budget for 2016. That being the case, why are we in such a rush? It seems we are at risk of putting the cart before the horse. (Bell, 2015)*

Why not wait for the completion of proper planning, one that addresses infrastructure and beautification concerns for existing homeowners, so that we can be confident that our homes and community continue to be safe and attractive places to live.

We would like the opportunity to address our concerns before the Mayor and Council on Monday, December 14<sup>th</sup>, 2015.

Sincerely,

Catherine and Paul- Emile Chiasson

A black rectangular redaction box covering the signature area of the letter.

Bell,Chris. *Letter to Rothesay's Mayor and Council*, Rothesay, NB December 2015

From: [Brian White](#)  
To: [REDACTED]  
Subject: FW: OBJECTION to Proposed 16 LOT Subdivision  
Date: December-07-15 10:55:53 AM

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From: Chris Bell [REDACTED]  
Sent: 07 December 2015 09:36 AM  
To: Brian White  
Subject: OBJECTION to Proposed 16 LOT Subdivision

Dear Mr. Brian White

Please consider this e-mail as my written objection to the Proposed 16 LOT Subdivision as described in your letter dated November 18<sup>th</sup>, 2015.

I purchased a home on Dunedin Road in July 2012. My wife and I were drawn to the area due to the unique residential character of the neighborhood. Having lived in several other larger cities, we chose to raise our family in Rothesay due to this unique charm.

Formerly known as "Country Club Heights", the area of Dunedin / Appleby is a unique neighborhood that fully embodies the Rothesay lifestyle. It is characterized by mature well treed lots, pride of home ownership, low traffic and most importantly a safe area to raise a family.

Before I would support such a plan, I would like to better understand the following areas of concern:

- i) **Secondary Planning Area:** This area is within the Secondary Planning Area, as such, my understanding is that a secondary plan would need to be created before any development occurs. Has this been completed?
- ii) **Architecture of homes in current proposal:** A.E. McKay's previous developments (such as Hillcrest Gardens and Riverside Springs) are inconsistent with the unique architecture and character of the Dunedin/Appleby area. A.E. McKay's houses within a given subdivision are all very similar and would be at a stark contrast to the current homes in the area.
- iii) **Speculative Build:** We are currently in a very weak real estate market. My understanding is that this is a speculative build. Should demand remain weak, adding more supply will negatively impact existing home prices in the area.
- iv) **Traffic / Infrastructure:** Dunedin Road is already quite busy, how will this development impact traffic and at what point (e.g. how many additional units) would additional roads be required to handle the increased traffic.

I look forward to attending the Planning Advisory Committee to gather additional information on the proposed subdivision.

Best regards,  
Chris Bell  
20 Dunedin Road



December 9, 2015

2015Dec14OpenSessionFINAL\_151

**Mayor William J. Bishop and Councillors**

I am writing this letter to object to the Proposed 16 LOT Subdivision at the top of Dunedin Road and Appleby Drive (the **"Proposed Development"**).

On December 7, 2015, I attended the Planning Advisory Committee (PAC) meeting (the **"Meeting"**) to gather additional information and voice my concerns regarding the Proposed Development. Although I understand the benefits of new developments in Rothesay, I have very serious concerns about the integrity and legality of the process being followed in this instance.

Paragraph 14.2.1 of the Rothesay Municipal Plan 2010 (by-law 1-10) (the **"Municipal Plan"**) provides that "Several areas in Rothesay should only be developed once a secondary plan is in place. These include the undeveloped area between the Riverside Country Club and Rothesay-Netherwood School, the area southwest of the Club and northeast of Maplecrest Drive, on the northeastern boundary of the municipality and the area southeast of the Mackay Highway which is considered a longer term area for development."

Paragraph 14.2.3(b) of the Municipal Plan goes on to state that "Council will undertake secondary planning in the areas of the community as designated on Schedule G". A review of Schedule G (as presented during the Meeting) shows that 34.97%, excluding the Land for Public Purposes (the **"LPP"**), of the Proposed Development is located within the secondary planning area referred to in paragraph 14.2. Including the proposed LPP, over 50% of the Proposed Development is located within the secondary planning area.

The Municipal Plan unmistakably provides that a secondary plan is a condition precedent to the development of any land located in a secondary planning area. There is a process in place and I am afraid it is not being followed.

I brought these concerns to the attention of the PAC at the Meeting. With the exception of 2 members (Laurie Gale and Councillor Peter J. Lewis), the PAC failed to consider the importance of these concerns, particularly in light of the Development Officer's obligation not to approve a subdivision plan unless it is consistent with the Municipal Plan (see Paragraph 11.1 of the Rothesay Subdivision By-law No. 4-10).


During the Meeting, Mr. Brian White discussed several features of the Proposed Development that were clearly related to a potential larger development (e.g. the location of the LPP was placed near a potential future Arterial road). This reinforced my fear that decisions were being made which are not consistent with the secondary planning provisions of the Municipal Plan. Mr. White is clearly very knowledgeable, however, I was disappointed by the unbalanced view he presented to the PAC and his lack of concern regarding compliance with the Municipal Plan and the Subdivision By-law.

Furthermore, according to a letter sent to Mr. White from A.E. McKay dated September 24, 2015 (found in the October 13<sup>th</sup>, 2015 Council minutes) related to proposed development off of Renshaw Road, Mr. McKay stated that "As a result of our meetings with you, we were advised that their lands fall within Rothesay's secondary planning district which necessitates a study be undertaken by Council to determine the scope and nature of the development that can occur there". Why has Mr. White taken a different position with respect to the Proposed Development?

Councillor Miriam Wells stated that a new plan is currently in the budget for 2016. That being the case, why are we in such a rush? It seems we are at risk of putting the cart before the horse.

**Given the foregoing concerns regarding non-compliance with the Municipal Plan and the Subdivision By-law and the potential impact on the legality of the Proposed Development, I would ask the Mayor and Council to take the prudent step of waiting until the new plan is complete before considering this Proposed Development.**

Lastly, I am requesting time to speak during the December 14, 2015 Council meeting to highlight the concerns I have raised in this letter.

Best regards,  
Chris Bell  
20 Dunedin Road  


**From:** [Bill Bishop](#)  
**To:** [Mary Jane Banks](#); [Brian White](#); [John Jarvie](#)  
**Subject:** FW: Permission to address next council meeting  
**Date:** December-09-15 2:33:33 PM

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For your info. Bill B.

William J. Bishop  
Mayor  
848-6662

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Any correspondence with employees, agents, or elected officials of the town of Rothesay may be subject to disclosure under the provisions of the [Right to Information and Protection of Privacy Act, S.N.B. 2009, c. R-10.6](#).

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**From:** tom mueller [REDACTED]  
**Sent:** December-09-15 10:35 AM  
**To:** Bill Bishop; Nancy Grant; Matthew Alexander; Miriam Wells; Bill McGuire; Blair MacDonald; Peter Lewis; Pat Gallagher Jette  
**Subject:** Permission to address next council meeting

To the mayor and councillors of the Town of Rothesay:

I beg your permission to make a presentation at your next meeting.

For your information, the last PAC meeting at the Town Hall raised a number of issues and concerns!

To wit:

1 – According to modern standards, the dead-ends of Applebee and Horton would never have been built today for safety and security concerns; and on this the police, ambulance and fire departments are in agreement. The new subdivision will fix that.

Of course, PAC neglected to acknowledge that this supposed problem could have been easily remedied by paving the already existing connection between Applebee and Horton. The presumed problem requires no new subdivision.

2 – I was shocked that PAC has compounded our consternation by the suggestion that traffic for the most part would be directed up and down Applebee. My son and I performed a quick experiment last evening, in the sincere hope that PAC's proposed new route may serve us well, as we are only a couple of lots away from the new development. We would be eager to discover a better route up and down the hill, especially in winter. But alas and to no avail, the Dunedin/Horton route is far more direct! That means traffic on Horton/Dunedin will increase by another 32 cars (and by yet another 120 cars if the developer is allowed to piggyback another 60 homes in future)! I presume parking spots for winter parking at the bottom of Dunedin will not play part in the plans for this new development.

3 – What really irks me is the repeated assurances provided by Town Hall in verbal communications past, that Dunedin is already not equipped to handle any more traffic, and as a matter of fact the road is already not up to spec according to modern standards. During the last meeting, one member of PAC even suggested that in retrospect, the Dunedin upgrade should perhaps have been done differently and may require redress. In any case, I (and several of my neighbors) were assured by Town Hall, on several occasions that NO further development would ever occur until road connections to some extended version of Millenium Drive parallel to the highway were in place. Imagine my chagrin to discover that these assurances are no longer operative. I am certain there was no malicious intent at the time, which begs of course the entire question of *ad hoc* piece-meal planning on the part of PAC!

4 – Just to let everybody know, the sewer line serving the top of Horton is already compromised and substandard and is already is unable to serve current residents' needs. A further load will create even more sewage backups than have already occurred in the past. Meanwhile, the dead-end of the proposed waterline will require regular flushing until the infrastructure can be extended further in future. A possible, but not unlikely scenario will require current owners to abandon their wells and connect to city water due to ground water contamination by an unidentifiable plaintiff who cannot be sued. Of course, the piece-meal planning of a dead-end water pipe will necessarily incur extra costs of an extension (of this we can be sure) and those costs will be customers of the utility (us), and not the Town of Rothesay and not the developer. Ditto all the above for sewage.

These are all legitimate concerns that could easily be addressed by proper long term planning (concerns already elucidated by others far better than I am able) instead of adopting a piecemeal puzzle-piece approach as currently proposed by PAC.

The bottom line: current infrastructure (especially roads) cannot support further development. I am not opposed to further development. I merely ask that further development be properly planned and not occur in a piece-meal "puzzle-piece" fashion. I further ask that safety considerations take primary consideration, specifically the steep and sharp corner on Dundedin.

These are my thoughts, and I thank you for your patience and your indulgence,

Tom Mueller

**From:** [REDACTED]  
**To:** [Rothesay Info](#)  
**Subject:** Mayor & Council - re: Appleby Development  
**Date:** December-09-15 11:54:44 AM

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Dear Mayor and Council.

In response to your invitation for comments regarding the possible development of 16 new single family homes at the top of Appleby I have a comment on the process and based on an incomplete understanding of the Municipal Plan, some questions:

Regarding the Process:

While I applaud the Town for requesting comments from residents on activities that could affect them I find the information included with this request insufficient. If the process of local involvement is to be effective it must include the Towns initial due diligence. This due diligence, at a minimum, must include:

- How does this development meet the intent of the Municipal Plan? In this specific case how will this development, as the Plan requires, support the intension “to remain a preferred residential community offering high quality housing options that suit the need of the existing population as well as offering attractive choices for future residents”. The intent of the Plan seems clear: how will this development “suit the need” of the existing population and secondly what standards does it meet to ensure it is offering an “attractive choice”? These questions need a response.
- If, in the Towns opinion, the proposed development meets the Plan intent; how does it meet the goals and policies articulated in the Plan? Specifically I assume the goals to be met and the policies that apply are those set out in 5.2 of the Plan that I will not include here. Support for these goals and conformance with the policies needs to be confirmed. If these are not the goals to be met what are the goals? And what policies apply?

Without this contextual information I find it very difficult to make an informed comment. I find myself left reacting to anecdotal information, community whispers and my own limitations; none of which I judge to be a base for responsible comment.

I would add that in my limited experience it is the developer’s proposal that responds to and illustrates full conformance with Plan intensions, goal compliance, policy adherence as well as all the technical requirements of well preservation, water access, storm water implications, sewer, etc, etc. It is upon this complete submission that comments are solicited and adjustments’ made. Perhaps this complete developer submission is available as a base for comment?

However, despite the forgoing; I will forge ahead with a couple of questions.

1. The property to be developed is currently zoned for higher density “Mixed Residential” as illustrated in the Land Use Map within the Municipal Plan.
2. This higher density zone falls under the requirement for Secondary Planning as illustrated in the “Secondary Planning Areas” within the Municipal Plan and described in Section 14.2; 5.2.3
3. This area identified for higher density would be served, exclusively, by a single local

road as illustrated in the Road Network diagram of the Municipal Plan.

If these understandings are correct my questions are:

1. Has the zoning plan been amended to facilitate the proposed development to be accomplished within the 'Low Density Residential zone'?
2. If this rezoning has not occurred; has a "Secondary Planning" exercise been undertaken and are its outcomes available?
3. If the "Secondary Planning" exercise has been completed opening up the higher density zone is it the Town's intension to use the existing local roads, through the low density residential area, to provide access to the higher density zone?
4. When I look for the development guidelines or standards to support the Plan, I am unable to find standards other than the reference to the standards (yet to be developed) covering Street trees and Beautification? Please direct me to where I can access the Town's specific design and development standards.

I look forward to Councils response.

Regards

[REDACTED]



**To:** Chair and Members of Rothesay Planning Advisory Committee

**From:** Brian L. White, MCIP, RPP  
Director of Planning and Development Services

**Date:** Wednesday, December 02, 2015

**Subject:** Tentative Subdivision Approval (16 Lots off Appleby Drive)

<b>Applicant:</b>	Andrew McKay	<b>Property Owner:</b>	Maxim Management Ltd.
<b>Mailing Address:</b>	A.E. McKay Builders Ltd. 380 Model Farm RD Quispamsis, NB E2G 1L8	<b>Mailing Address:</b>	555 Somerset Street Suite 208 Saint John, NB E2K 4X2
<b>Property Location:</b>	20 Gibbon Road	<b>PID:</b>	30175467 & 30175475
<b>Plan Designation:</b>	Low Density &	<b>Zone:</b>	Single Family Residential – Standard (R1B)
<b>Application For:</b>	16 Lot Subdivision, New Public Road, Subdivision Developers Agreement		
<b>Input from Other Sources:</b>	Director of Operations, KVFD, KRPF		

### Origin:

An application by A.E. McKay Builders Ltd. to subdivide a portion of lands owned by Maxim Management Ltd. and under purchase agreement with McKay Builders. The subject land is accessed off Appleby Drive and the proposal would allow for 16 new single family home lots and a new public road connection to Higginson Avenue. (See Attachment A)

### Background:

The subject land off Appleby Drive (PIDs # 30175467 & 30175475) entails two large properties totaling 14,5139.43m<sup>2</sup> (35.86 acres) zoned Single Family Residential R1B. The subdivision application would see the development of 20.6% of the land for 16 single family homes. All of the proposed lots would exceed the lot requirements for the R1B zone on a range of lot sizes from 1530m<sup>2</sup> (0.37 acre) to 2270m<sup>2</sup> (0.56 acre).

### Secondary Planning Schedule G

PAC will recall that Staff previously noted that a portion (34.97%) of the proposed subdivision falls within the boundary of Rothesay's Municipal Plan Schedule G. Schedule G describes areas of undeveloped lands within Rothesay that require the preparation of a secondary municipal plan to allow for coordination of roads, utilities, open space and recreation amenities and for public input. The Municipal Plan specifically notes that "several areas in Rothesay should only be developed once a secondary plan is in place" including the undeveloped area southwest of the Riverside Country Club and northeast of Maplecrest Drive. The plan policy (see policy 14.2.3) does not specifically restrict Council from considering plans of subdivision for development but rather requires that Council undertake detailed community planning.

#### 14.2.3 POLICY

- Council will undertake secondary planning in the areas of the community as designated on Schedule G.*
- Council will recover some of the costs of detailed planning from benefiting property owners.*
- Council will ensure that secondary planning addresses zoning, road networks, municipal water, sewer and storm sewer systems, third party utilities, pedestrian networks, buffering and recreation needs.*

PAC should also give attention to the mapping method used to illustrate Schedule G. (see Figure 1) The specific mapping technique used is commonly referred to as a "bubble" diagram or map. A bubble diagram is commonly used by land use planners to define areas in a very loose general manner as opposed to adhering property boundaries. The rounded smooth edges of the bubbles are used to represent a rough sense of geography which is then used to develop a more refined plan. The primary purpose of the bubble diagram is to provide flexibility. This type of map would otherwise require greater amounts of research and analysis in order to specifically determine the exact boundaries of a study area. Schedule G in its current configuration provides flexibility to the degree that Council can make a discretionary determination regarding the exactly boundaries to follow and whether or not the plan policy should be observed.



The fundamental purpose of Schedule G is that Council should take a cautious, phased approach to development requests. Opening up new areas of development prematurely may create an unintended incentive for attracting more growth to our community, at a time when Council is implementing unrelated capital projects that would compete for municipal resources. However, in this particular instance Staff believe that the small localized nature of the development provides an excellent residential infill opportunity that serves to greatly enhance public safety.



Figure 1 - Schedule G in Yellow

Staff are also confident that the implementation of the proposed subdivision will not adversely impact Council's ability to conduct Secondary Planning within Schedule G at a later date. Furthermore, the proposed manner of subdivision (16 lots) will not prejudice the possibility of further subdividing the land or the convenient subdividing of adjoining lands. Staff are also of the strong opinion that connecting Appleby Drive to Higginson Avenue will have positive outcomes for transportation connectivity and public safety.

### Analysis

Staff's previous report from the November 2015 PAC meeting indicated that the applicant was required to supply additional information in response to Staff questions:

1. **Traffic Impact:** Staff requested and did receive a traffic impact statement (see Attachment B) that includes a response from Peter Allaby, P.Eng Transportation Lead with Crandall Engineering Ltd. Mr. Allaby's report includes a summary statement as follows:

*"In summary, the proposed 16-lot residential development will generate low traffic volumes, the majority of which are expected to use Appleby Drive for access. The low volumes are not expected to cause operational or safety issues on Appleby Drive or other adjacent local streets. Future traffic volumes on Appleby Drive with the development in place will still be well within the volume range typically found on local streets."*

*The street extensions and connection from Appleby Drive to Higginson Avenue are positive features, improving both public safety and neighbourhood connectivity."*

2. **Waterline Extension:** The Director of Operations requested confirmation regarding how the subdivision will be serviced with water as the access to the Town's waterline requires access across the land of Cedar Point Estates Limited. The applicant has responded that they have obtained approval for a municipal services easement from the company directors of Cedar Point Estates (Mrs. Elsie Blanchard and Mr. Phil Blanchard) to allow the water line through their property connecting to the Higginson Avenue right of way. (see Figure 2)





Figure 2 - Location of Service Easement to extend Water to Proposed Subdivision

3. **Existing Easements/Encumbrances:** Staff requested that the applicant provide clarification regarding the extinguishing of existing private easement across the subject land. The applicant has supplied (see Attachment C) a letter from their solicitor which states they have received confirmation from Serge Gauvin, Registrar General of Land Titles, that upon the filing of subdivision plan whereby the extension of Appleby Drive vests as a public street, Service New Brunswick will remove existing right-of-way shown on title as an encumbrance on the subject parcels.
4. **Land for Public Purposes:** The applicant has agreed to a 3.6 acres parcel of land for public purposes (LPP). Furthermore, the Town agrees that pursuant to Section 42(4) (a) of the Community Planning Act that 3.6 acres of land would exceeds the amount required by the subdivision by-law for the proposed sixteen (16) lots under this Agreement. Accordingly, pursuant to Section 42(4) (b) of the Community Planning Act the excess LPP requirement shall be credited toward all future LPP requirement in respect of any subsequent subdivision plans.
5. **Polling:** As normal polling procedure Staff have sent out notices regarding this subdivision to all the property owners in the Dunedin and Appleby area (see Figure 3). Staff have not received any written responses as Wednesday, December 02, 2015 and only received 4 phone calls. None of the responses expressed opposition to the proposal, although all expressed concern over potential increased traffic. The majority view of the calls received was that the project would offer some benefit to the neighbourhood. Staff do note that members of the public have expressed concern regarding the adequacy of road networks (steepness of grade, tight turns, lack of sidewalk) leading to and from the proposed development. The public also expressed concern about the noise, parking and general neighbourhood disruption during the construction of subdivision.

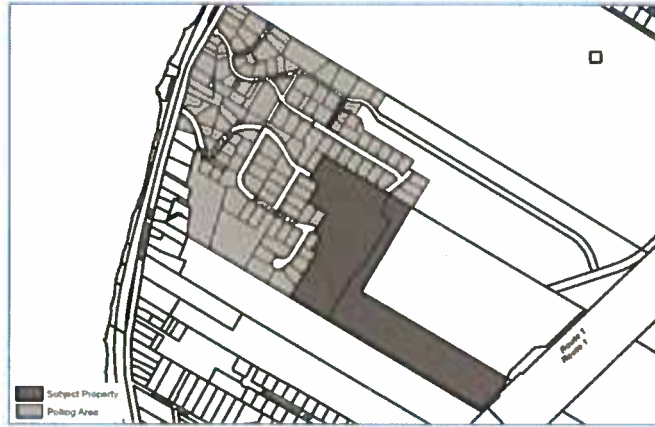


Figure 3 - Map showing area of polling notification

6. **Public Safety:** Staff forwarded the application to both the Kennebecasis Regional Police Force and Kennebecasis Valley Fire Department for review. Staff received responses back from Deputy Chief Steve Palmer, KRPF and Chief Bill Ireland, KVFD. The public safety agencies both reviewed the proposal and offered no objections. Furthermore, both Police and Fire indicated that the connection of Appleby to Horton via Higginson would create an advantage for their respective departments by way of eliminating these two dead-end street neighbourhoods.

In review of the proposed subdivision Staff can confirm that the residential nature of the proposal conforms with the low density residential intent of the Municipal Plan. Staff are confident that the proposed development will be a residential community similar to the existing neighbourhood and accordingly would not present major land use conflicts. The cost of extending municipal services and for new roads is born entirely by the developer and will not negatively impact on the financial capability of Rothesay to absorb any operational costs relating to the development. (eg. Snow plowing, garbage pickup, etc.) Staff are also confident that the subject land is suitable for the proposed use and poses no obvious concerns or hazards for development.

#### **Development Agreement:**

The proposed subdivision and development of new public infrastructure (road, sewer, and water) would be subject to a Development Agreement by Council's approval. (see Attachment A)

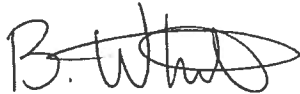
**Recommendation:**

It is recommended THAT the Planning Advisory Committee:

- a) Recommend that Council authorize the Mayor and Clerk to enter into a Development Agreement with A.E. McKay Builders Ltd. for the development of a 16 lot subdivision on the property identified as (PIDs # 30175467 & 30175475).
- b) Recommend that Council assent to the public roads to be known as the extensions of Appleby Drive and Higginson Avenue for the development of a sixteen (16) lot subdivision on the portion of lands identified as PIDs # 30175467 & 30175475.
- c) Recommend that Council give assent to the subdivision plan, which includes 3.6 acres of land for public purposes to be registered by Parcel description in conjunction with the subdivision of 16 lots from PIDs # 30175467 & 30175475.

**Attachments:**

Attachment A	Tentative Plan of Subdivision
Attachment B	Conceptual Renderings
Attachment C	Map of Proposed LPP
Attachment D	Traffic Impact Statement
Attachment E	Letter from Cox Palmer Re: Existing Easement



Report Prepared by: Brian L. White, MCIP, RPP

Date: Wednesday, December 02, 2015

**Rothesay**

**DEVELOPMENT AGREEMENT**

***Land Titles Act, S.N.B. 1981, c.L-1.1, s.24***

Parcel Identifiers  
of Parcels Burdened  
by Agreement:

30175467 and 30175475

Owner of Land Parcels:

**A.E. McKay Builders Ltd.**  
380 Model Farm Road  
Quispamsis, N.B.  
E2G 1L8 (Hereinafter called the "Developer")

Agreement with:

**Rothesay**  
70 Hampton Road  
Rothesay, N.B.  
E2E 5L5 (Hereinafter called the "Town")

a body corporate under and by virtue of the  
Municipalities Act, RSNB 1973, Chapter M-22,  
located in the County of Kings and Province of New  
Brunswick

**WHEREAS** the Developer is the registered owner of certain lands located  
off Appleby Drive and Higginson Avenue PIDs 30175467 and 30175475 and  
which said lands are more particularly described in Schedule A hereto  
(hereinafter called the "Lands");

**AND WHEREAS** the Developer is now desirous of entering into an  
development agreement to allow for the extension of public roads and the  
development of a subdivision containing not more than sixteen (16) lots for  
sixteen (16) single family dwellings on the Lands as shown on Schedule A.

**NOW THEREFORE THIS AGREEMENT WITNESSETH** that for and in the  
consideration of the mutual covenants and agreements herein expressed and  
contained, the parties hereto covenant and agree as follows:

1. The Developer agrees that the number of Lots situated on the Lands  
indicated on Schedule A shall not exceed sixteen (16) lots.
2. The Developer agrees that the number of residential dwellings situated on  
the Lands indicated on Schedule A shall not exceed sixteen (16) single  
family dwellings.
3. The Developer agrees to submit for approval by the Town, prior to  
commencing any work on the subdivision, the following plans, each  
meeting the requirements in accordance with the minimum requirements,  
standards and specifications as prescribed in the Standard Specifications  
for Developers of Rothesay Subdivision By-law No. 4-10;
  - i. Plan of Subdivision prepared by a person registered to practice land  
surveying in the Province of New Brunswick; a
  - ii. Letter of engagement from the project engineer retained by the  
Developer to design the proposed works, along with engineering  
design drawings for all municipal services as specified herein
4. The Developer agrees that the Building Inspector shall not issue a  
building permit to the Developer for work directly connected with the  
development of the Lands, nor shall the Developer be entitled to such a  
permit unless and until the Developer deposits with the Town an  
Irrevocable Letter of Credit from a Canadian Chartered Financial  
Institution or other security acceptable to the Town:

- a) Valued at 50% of the cost of construction to execute the work approved by the Town Engineer pursuant to this agreement; and
- b) Containing a provision that upon the expiration of a thirty-six (36) month term it be renewed and extended (with appropriate amendments to reduce the sum to an amount sufficient to recover the remaining work) from year to year until such time as the Town has accepted "final completion" of the work mentioned in this agreement, by resolution of the Town Council.

### **Schedules**

- 5. The Developer agrees to develop the Lands in a manner, which, in the opinion of the Development Officer, is generally in conformance with the following Schedules attached to this Agreement:
  - a. Schedule A Legal Description of Parcels (PIDs 30175467 and 30175475)
  - b. Schedule B Proposed Plan of Subdivision

### **Subdivision**

- 6. The Developer agrees that all Lots shall meet the requirements of the Single Family Residential – Standard Zone [R1B] as described in the Rothesay Zoning By-law No. 2-10.
- 7. The Town and Developer agree that the Development Officer may, at their discretion, consider a reduction in the total number of Lots and the resulting applicable and necessary changes to Schedule B as non-substantive and generally in conformance with this Agreement.
- 8. The Developer agrees, that except as otherwise provided for herein, the development, subdivision and use of the Lands shall comply with the requirements of the Rothesay Zoning By-law and Subdivision By-law, as may be amended from time to time.

### **Land for Public Purposes**

- 9. The Town agrees to accept 3.6 acres as PARCEL ### as shown on Schedule B as Land for Public Purposes.
- 10. Furthermore, the Town and Developer agree pursuant to Section 42(4) (a) of the Community Planning Act that PARCEL ### vested to Rothesay exceeds the amount required by the subdivision by-law for the proposed sixteen (16) lots under this Agreement.
- 11. Furthermore, the Town and Developer agree pursuant to Section 42(4) (b) of the Community Planning Act that the excess LPP requirement shall form a credit toward all future LPP requirements in respect of any subsequent subdivision of PIDs 30175467 and 30175475.

### **Site Development**

- 12. The Developer agrees to develop the Lands in a manner, which, in the opinion of the Development Officer, is generally in conformance with Schedule B.
- 13. The Developer agrees to not commence clearing of trees, excavation of topsoil or blasting activities in association with the construction of the subdivision until the Town has provided final approval of the subdivision design as determined by the Development Officer, in consultation with the Town's Engineer.

14. The Developer agrees that driveways for each developed Lot shall conform as follows:

- a) All areas used for vehicular traffic or the parking or storage of a vehicle shall be paved with asphalt, concrete, interlocking stone or other environmentally safe and dust-free equivalent surface.
- b) Every developed Lot shall have one (1) permanent driveway lighting fixture that shall as follows:
  - i. provide illumination of the primary driveway entrance to the public street right of way;
  - ii. be supplied from the property's electrical system;
  - iii. automatically switch on when there is insufficient daylight;
  - iv. be located not closer than 1.5 meters to the paved driveway edge and not closer than 2 meters to the public street right of way boundary; and
  - v. be installed by the Developer and maintained by the succeeding property owner(s) their successors and assigns, in a manner to ensure continuous operation during night time hours.

#### **Municipal Streets**

15. The Developer shall carry out, subject to inspection and approval by Town representatives, and pay for the entire actual cost of the following:

- a. surveying and staking of lots and streets;
- b. rough grading of streets to profiles approved by the Town;
- c. fine grading of streets to profiles approved by the Town;
- d. hard surfacing of the streets as shown on the plan to Town specifications; sub-grade standards, compaction and finish as approved by the Town Engineer, in writing, before final hard surfacing may be installed;
- e. constructing the roads as shown on the plan and complete the connection to the Gibbon Road as shown on Schedule A;
- f. supply and maintenance of for a period of one (1) year the topsoil, sod, landscaping and the planting of street trees calculated as one tree for each 10 meters measured along the linear centre line of the public street right of way, planted in location(s) approved by the Town and where such trees are as follows:
  - (a) Not smaller than six centimeters (6 cm) in diameter measured at a point being 2 meters above the root ball such trees species as approved by the Town.
- g. engineering design and inspection of those works referred to in clauses b), c) d), e) and f) of this section.

16. The Developer agrees to provide, upon completion of Part (15), signed documentation and progress reports from a practicing Professional Engineer, licensed in New Brunswick ensuring that applicable codes and standards have been met and that the work was completed and utilizing such materials as in accordance with the terms of this Agreement and approved specifications.

17. The Developer agrees to provide, upon the request of the Town, as-built drawings that delineate all public infrastructure to be submitted to the Town in compliance with the minimum standards and requirements specified in the Town's Digital Data Submission Standards for Infrastructure and Construction Drawings.

18. The Town reserves the right to assign public street names, notwithstanding that the names may not correspond with those shown on Schedule B.

19. The Developer agrees that all items, materials, pipes, fittings, and other such infrastructure following acceptance of delivery on site by the Developer shall remain the full responsibility of the Developer against



their accidental breakage or vandalism until the completed works are accepted by the Town.

20. The Developer agrees that NO OCCUPANCY shall occur for any such dwelling until such time as the public street, which provides the normal access, to each dwelling, has been constructed to Town standards as specified by the Town and is ready for hard surfacing at least beyond the point which shall be used as the normal entrance of the driveway to service such dwelling.
21. The Developer agrees to restore, in so doing assuming all costs, any and all disturbed areas of the public street and public street right of way to the satisfaction of the Town Engineer following installation of the required municipal services.

#### **Storm Water**

22. The Developer shall carry out, subject to inspection and approval by Town representatives, and pay for the entire actual costs of the installation of a storm water system. The Developer agrees to accept responsibility for all costs associated with the following:
  - a. Construction, to Town standards, of a storm water system including pipes, fittings, precast sections for manholes and catch basins capable of removing surface water, to a predetermined location selected by the Developer's Engineer and approved by the Town Engineer, from the entire developed portion of the lands as well as top soil and hydro-seeding of shoulders of roadways.
23. The Developer agrees to submit for approval by the Town, prior to commencing any work on the storm water system such plans, as required by the Town, that shall conform with the design schematics presented on Schedule B and the design and construction standards of the Town, unless otherwise acceptable to the Town Engineer.
24. The Developer agrees that all roof leaders, down spouts, and other storm water drains from all proposed dwelling shall not be directed or otherwise connected or discharged to the Town's storm water or sanitary collection system.
25. The Developer agrees that the storm water drainage from all dwellings shall comply with Schedule B and furthermore not be discharged:
  - a. directly onto the ground surface within one meter of the dwelling;
  - b. within 1.5 m of an adjacent property boundary;
  - c. to a location where discharged water has the potential to adversely impact the stability of a side yard or rear yard slope or a portion of the property where there exists a risk of instability or slope failure; or
  - d. to a location or in such a manner that the discharge water causes or has the potential to cause nuisance, hazard or damage to adjacent dwellings or structures.
26. The Developer agrees to provide to the Town Engineer written certification of a Professional Engineer, licensed to practice in New Brunswick that the storm water system has been satisfactorily completed and constructed in accordance with the Town specifications.

#### **Water Supply**

27. The Developer agrees to connect to the Town's nearest and existing water system at a point to be determined by the Town Engineer and utilizing methods of connection approved by the Town Engineer.
28. The Town agrees to supply potable water for the purposes and for those purposes only for a maximum of sixteen (16) single family residential



dwellings and for minor and accessory purposes incidental thereto and for no other purposes whatsoever.

29. The Developer agrees to pay the Town a connection fee for each residential unit to the Town water system calculated in the manner set out by By-law as amended from time to time, to be paid to the Town on issuance of each building permit.
30. The Developer agrees that the Town does not guarantee and nothing in this Agreement shall be deemed to be a guarantee of an uninterrupted supply or of a sufficient or uniform water pressure or a defined quality of water. The Town shall not be liable to the Developer or to any person, firm or corporation for any damage or injury caused by the interruption of the supply of water, the lack of uniform pressure thereof or the quality of water.
31. The Developer agrees that all connections to the Town water mains shall be approved and inspected by the Town Engineer or such other person as is designated by the Town prior to backfilling and that the operation of water system valves is the sole responsibility of the Town.
32. The Developer agrees to comply with the Town's Water By-law and furthermore that a separate water meter shall be installed, at their expense, for each residential connection made to the Town's water system.
33. The Developer agrees that the Town may terminate the Developer's connection to the Town water system in the event that the Town determines that the Developer is drawing water for an unauthorized purpose or for any other use that the Town deems in its absolute discretion.
34. The Developer agrees to provide, prior to the occupation of any buildings or portions thereof, written certification of a Professional Engineer, licensed to practice in New Brunswick that the connection of service laterals and the connection to the existing town water system has been satisfactorily completed and constructed in accordance with the Town specifications.

#### **Sanitary Sewer**

35. The Developer agrees to connect to the existing and nearest sanitary sewer system at a point to be determined by the Town Engineer and utilizing methods of connection approved by the Town Engineer.
36. The Developer agrees to pay the Town a connection fee for each residential unit to the Town sewer system calculated in the manner set out by By-law as amended from time to time, to be paid to the Town on issuance of each building permit.
37. The Developer agrees to carry out subject to inspection and approval by Town representatives, and pay for the entire actual costs of the following:
  - a. Engineering design, supply, installation, inspection and construction of all service lateral(s) necessary to connect to the existing sanitary sewer system inclusive of all pipes, laterals, fittings, and precast concrete units.
38. The Developer agrees to submit for approval by the Town, prior to commencing any work to connect to the sanitary sewer system, any plans required by the Town, with each such plan meeting the requirements as described in the Town specifications for such development.
39. The Developer agrees that all connections to the Town sanitary sewer system shall be supervised by the Developer's engineer and inspected by the Town Engineer or such other person as is designated by the Town

prior to backfilling and shall occur at the sole expense of the Developer.

#### **Municipal Service Easements**

40. The Developer agrees to secure and grant to the Town, its successors and assigns, unencumbered easements crossing the Lands of the Developer, in the form customarily used by the Town, providing for the full, free and uninterrupted right, liberty, privilege and easement to install, construct, reconstruct, repair, clean, maintain, inspect and use as part of the municipal services of the Town and as appurtenant thereto, and for all times hereafter, including sewers, water system mains, storm water collection infrastructure and other municipal services of such kind, size, type and number as the Town may from time to time determine necessary.

#### **Retaining Walls**

41. The Developer agrees that dry-stacked segmental concrete (masonry block) gravity walls shall be the preferred method of retaining wall construction for the purpose of erosion control or slope stability on the Lands and furthermore that the use of metal wire basket cages filled with rock (gabions) is not an acceptable method of retaining wall construction.
42. The Developer agrees to obtain from the Town a Building Permit for any retaining wall, as required on the Lands, in excess of 1.2 meters in height and that such retaining walls will be designed by a Professional Engineer, licensed to practice in New Brunswick.

#### **Indemnification**

43. The Developer does hereby indemnify and save harmless the Town from all manner of claims or actions by third parties arising out of the work performed hereunder, and the Developer shall file with the Town prior to the commencement of any work hereunder a certificate of insurance naming the Town as co-insured evidencing a policy of comprehensive general liability coverage on "an occurrence basis" and containing a cross-liability clause which policy has a limit of not less than Two Million Dollars (\$2,000,000.<sup>00</sup>). The aforesaid certificate must provide that the coverage shall stay in force and not be amended, canceled or allowed to lapse within thirty (30) days prior to notice in writing being given to the Town. The aforesaid insurance coverage must remain in full force and effect during the period available to the Developer pursuant to this agreement to complete the work set out as described in this Agreement.

#### **Notice**

44. Any notice or advice which is to be given under this Agreement shall be deemed to have been satisfactorily given to the Developer if delivered personally or by prepaid mail addressed to **A.E. MCKAY BUILDERS LTD.**, 380 MODEL FARM ROAD, QUISPAMIS, N.B., E2G 1L8 and to the Town if delivered personally or by prepaid mail addressed to **ROTHESAY**, 70 HAMPTON ROAD, ROTHESAY, NEW BRUNSWICK, E2E 5L5. In the event of notice by prepaid mail, the notice will be deemed to have been received four (4) days following its posting.

#### **By-laws**

45. The Developer agrees to be bound by and to act in accordance with the By-laws of the Town as amended from time to time and such other laws and regulations that apply or may apply in future to the site and to activities carried out thereon.

**Termination**

46. The Town reserves the right and the Developer agrees that the Town has the right to terminate this Agreement without compensation to the Developer if the specific proposal has not commenced on or before May 12, 2019 being a date 5 years (60 months) from the date of Council's decision to enter into this Agreement accordingly the Agreement shall have no further force or effect and henceforth the development of the Lands shall conform with the provisions of the Rothesay Zoning By-law.
47. Notwithstanding Part 44, the Parties agree that development shall be deemed to have commenced if within a period of not less than three (3) months prior to May 12, 2019 the construction of the public street and municipal service infrastructure has begun and that such construction is deemed by the Development Officer in consultation with the Town Engineer as being continued through to completion as continuously and expeditiously as deemed reasonable.
48. The Developer agrees that should the Town terminate this Agreement the Town may call the Letter of Credit described herein and apply the proceeds to the cost of completing the work or portions thereof as outlined in the agreement. If there are amounts remaining after the completion of the work in accordance with this agreement, the remainder of the proceeds shall be returned to the Institution issuing the Letter of Credit. If the proceeds of the Letter of Credit are insufficient to compensate the Town for the costs of completing the work mentioned in this agreement, the Developer shall promptly on receipt of an invoice pay to the Town the full amount owing as required to complete the work.

**Security**

49. The Developer expressly agrees and understands that notwithstanding any provision of the Town's Building By-laws or any statutory by-law or regulatory provision to the contrary, the Building Inspector shall not issue a building permit to the Developer for work directly connected with the development of the Lands, nor shall the Developer be entitled to such a permit unless and until the Developer deposits with the Town an Irrevocable Letter of Credit from a Canadian Chartered Financial Institution or other security acceptable to the Town; and
- a. Valued at 50% of the cost of construction to execute the work approved by the Engineer pursuant to this agreement; and
  - b. Containing a provision that upon the expiration of a thirty-six (36) month term it be renewed and extended (with appropriate amendments to reduce the sum to an amount sufficient to recover the remaining work) from year to year until such time as the Town has accepted "final completion" of the work mentioned in this agreement, by resolution of the Town Council.

**Failure to Comply**

50. The Developer agrees that after 60 days written notice by the Town regarding the failure of the Developer to observe or perform any covenant or condition of this Agreement, then in each such case:
- (a) The Town shall be entitled to apply to any court of competent jurisdiction for injunctive relief including an order prohibiting the Developer from continuing such default and the Developer hereby submits to the jurisdiction of such Court and waives any defense based upon the allegation that damages would be an adequate remedy;
  - (b) The Town may enter onto the Lands and perform any of the covenants contained in this Agreement or take such remedial action as is considered necessary to correct a breach of the Agreement, whereupon all reasonable expenses whether arising out of the entry

onto the Lands or from the performance of the covenants or remedial action, shall be a first lien on the Lands and be shown on any tax certificate issued under the Assessment Act;

(c) The Town may by resolution discharge this Agreement whereupon this Agreement shall have no further force or effect and henceforth the development of the Lands shall conform with the provisions of the Land Use By-law; and/or

(d) In addition to the above remedies, the Town reserves the right to pursue any other remediation under the *Community Planning Act* or Common Law in order to ensure compliance with this Agreement.

**Entire Agreement**

51. This Agreement contains the whole agreement between the parties hereto and supersedes any prior agreement as regards the lands outlined in the plan hereto annexed.

**Severability**

52. If any paragraph or part of this agreement is found to be beyond the powers of the Town Council to execute, such paragraph or part or item shall be deemed to be severable and all other paragraphs or parts of this agreement shall be deemed to be separate and independent therefrom and to be agreed as such.

**Reasonableness**

53. Both parties agree to act reasonably in connection with any matter, action, decision, comment or approval required or contemplated under this Agreement.

This Agreement shall be binding upon and endure to the benefit of the parties hereto and their respective heirs, administrators, successors and assigns.

**IN WITNESS HEREOF** the parties have duly executed these presents the day and year first above written.

Date: \_\_\_\_\_, 2016

Witness:

A.E. McKay Builders Ltd.

\_\_\_\_\_

\_\_\_\_\_  
Director

Witness:

Rothsay:

\_\_\_\_\_

\_\_\_\_\_  
Mayor

\_\_\_\_\_

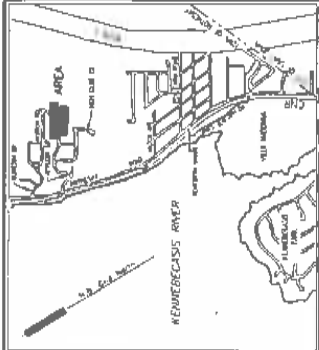
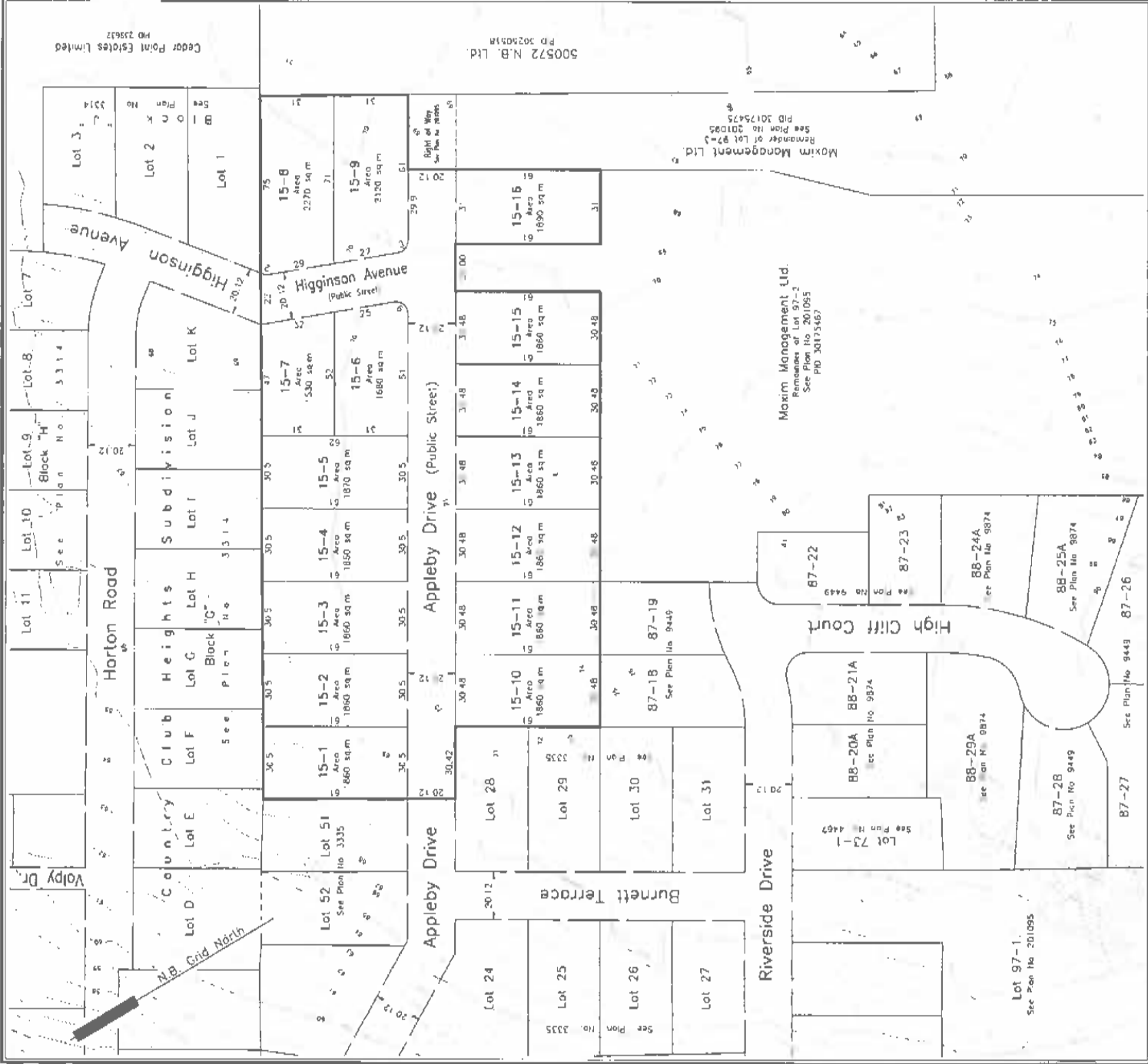
\_\_\_\_\_  
Clerk

*Rothesay*

**SCHEDULE A**

**PID:** **30175467**  
**Apparent Parcel Access:** Public Access  
**Status:** Current  
**Effective Date/Time:** 2008-09-08 16:14:55  
**Page:** 1  
**Legal Description:** Place Name: Rothesay Parish: Rothesay County: Kings Label of Parcel on Plan: 97-2 Title of Plan: Subdivision Plan, Phase Electric Ltd. Subdivision Registration County: Kings Registration Number of Plan: 201095 Registration Date of Plan: July 10, 1997

**PID:** **30175475**  
**Apparent Parcel Access:** Private Access  
**Status:** Current  
**Effective Date/Time:** 2010-09-24 09:58:15  
**Page:** 1  
**Legal Description:** Place Name: Rothesay Parish: Rothesay County: Kings Label of Parcel on Plan: 97-3 Title of Plan: Subdivision Plan, Phase Electric Ltd. Subdivision Registration County: Kings Registration Number of Plan: 201095 Registration Date of Plan: July 10, 1997 Together with the benefit of a right of way as described in Deed number 328565 registered in the Kings County Registry Office on July 14, 1997 in book 1342 at page 582. Save \$ Except: Lands conveyed to Her Majesty the Queen (Transportation) by Transfer 29259562 filed in the Kings County Registry Office 2010-09-23



**Key Plan**  
Scale = 1:25,000

**LEGEND:**

- SMF - Standard survey marker found
- SMS - Standard survey marker set
- RBF - Round iron bar found
- IPF - Iron pipe found
- CALC - Calculated point
- IBOM - I.B. Co-ordinate Monument
- sqm - Square metres
- Rad. mtr. - Radius
- Rad. pnt. - Radius point
- CL - Centreline
- Line not to scale
- PA - Parcel identifier number
- AN - Adjusted network
- ALBLS - Association of I.B. Land Surveyors

**NOTES:**

1. All values and Co-ordinate values refer to the NEW BRUNSWICK GRID CO-ORDINATE SYSTEM (Adjusted Network) and were derived from the tabulated New Brunswick Co-ordinate Monument. Computations performed and co-ordinate values derived from the tabulated New Brunswick Co-ordinate Monument and the 1983 (5585) edition of the Double Projection and the 1983 (5585) edition of the Double Projection and the 1983 (5585) edition of the Double Projection.
2. All values are rounded to the nearest 10 seconds.
3. All values are rounded to the nearest 10 seconds.
4. All values are rounded to the nearest 10 seconds.
5. All values are rounded to the nearest 10 seconds.

**PURPOSE OF PLAN:**

- 1. To create 16 new residential building lots.
- 2. To extend Appley Drive and Higginson Avenue and west the new portions as public streets.

**Subdivision Plan**  
**Appley Manor**  
**Subdivision - Phase 2**  
Town of Rothesay  
Kings County, N.B.

Scale = 1:1,000

**KIERSTEAD QUIGLEY and ROBERTS Ltd.**  
Saint John, New Brunswick

Dated: September 11, 2013

Job No. 12-0113 **Dwg. No. T-0605**

## Form 45

## AFFIDAVIT OF CORPORATE EXECUTION

*Land Titles Act, S.N.B. 1981, c.L-1.1, s.55*

Deponent: Andrew McKay  
 A.E. McKay Builders Ltd.  
 380 Model Farm Road  
 Quispamsis, N.B. E2G 1L8

Office Held by Deponent: **Director**

Corporation: A.E. McKay Builders Ltd.

Place of Execution: Rothesay, Province of New Brunswick.

Date of Execution: \_\_\_\_\_, 2016.

I, **Andrew McKay**, the deponent, make oath and say:

1. That I hold the office specified above in the corporation specified above, and am authorized to make this affidavit and have personal knowledge of the matters hereinafter deposed to;
2. That the attached instrument was executed by me as the officer(s) duly authorized to execute the instrument on behalf of the corporation;
3. the signature "**Andrew McKay**" subscribed to the within instrument is the signature of me and is in the proper handwriting of me, this deponent.
4. the Seal affixed to the foregoing indenture is the official seal of the said Corporation was so affixed by order of the Board of Directors of the Corporation to and for the uses and purposes therein expressed and contained;
5. That the instrument was executed at the place and on the date specified above;

DECLARED TO at Rothesay,  
 in the County of Kings, )  
 and Province of New Brunswick, )  
 This \_\_\_\_ day of \_\_\_\_\_, 2016. )

BEFORE ME: )

\_\_\_\_\_  
 Commissioner of Oaths )

\_\_\_\_\_  
 Andrew McKay



## Form 45

## AFFIDAVIT OF CORPORATE EXECUTION

*Land Titles Act, S.N.B. 1981, c.L-1.1, s.55*Deponent: **MARY JANE E. BANKS**Rothsay  
70 Hampton Road  
Rothsay, N.B.  
E2E 5L5

Office Held by Deponent: Clerk

Corporation: **Rothsay**Other Officer Who  
Executed the Instrument: **WILLIAM J. BISHOP**Rothsay  
70 Hampton Road  
Rothsay, N.B.  
E2E 5L5Office Held by Other  
Officer Who Executed the  
Instrument: Mayor

Place of Execution: Rothsay, Province of New Brunswick.

Date of Execution: \_\_\_\_\_, 2016.

I, **MARY JANE E. BANKS**, the deponent, make oath and say:

1. That I hold the office specified above in the corporation specified above, and am authorized to make this affidavit and have personal knowledge of the matters hereinafter deposed to;
6. That the attached instrument was executed by me and **WILLIAM J. BISHOP**, the other officer specified above, as the officer(s) duly authorized to execute the instrument on behalf of the corporation;
7. the signature "**William J. Bishop**" subscribed to the within instrument is the signature of William J. Bishop, who is the Mayor of the town of Rothsay, and the signature "**Mary Jane E. Banks**" subscribed to the within instrument as Clerk is the signature of me and is in the proper handwriting of me, this deponent, and was hereto subscribed pursuant to resolution of the Council of the said Town to and for the uses and purposes therein expressed and contained;
8. the Seal affixed to the foregoing indenture is the official seal of the said Town and was so affixed by order of the Council of the said Town, to and for the uses and purposes therein expressed and contained;
9. That the instrument was executed at the place and on the date specified above;

DECLARED TO at town of  
Rothsay, in the County of Kings, )  
and Province of New Brunswick, )  
This \_\_\_\_ day of \_\_\_\_\_, 2016. )

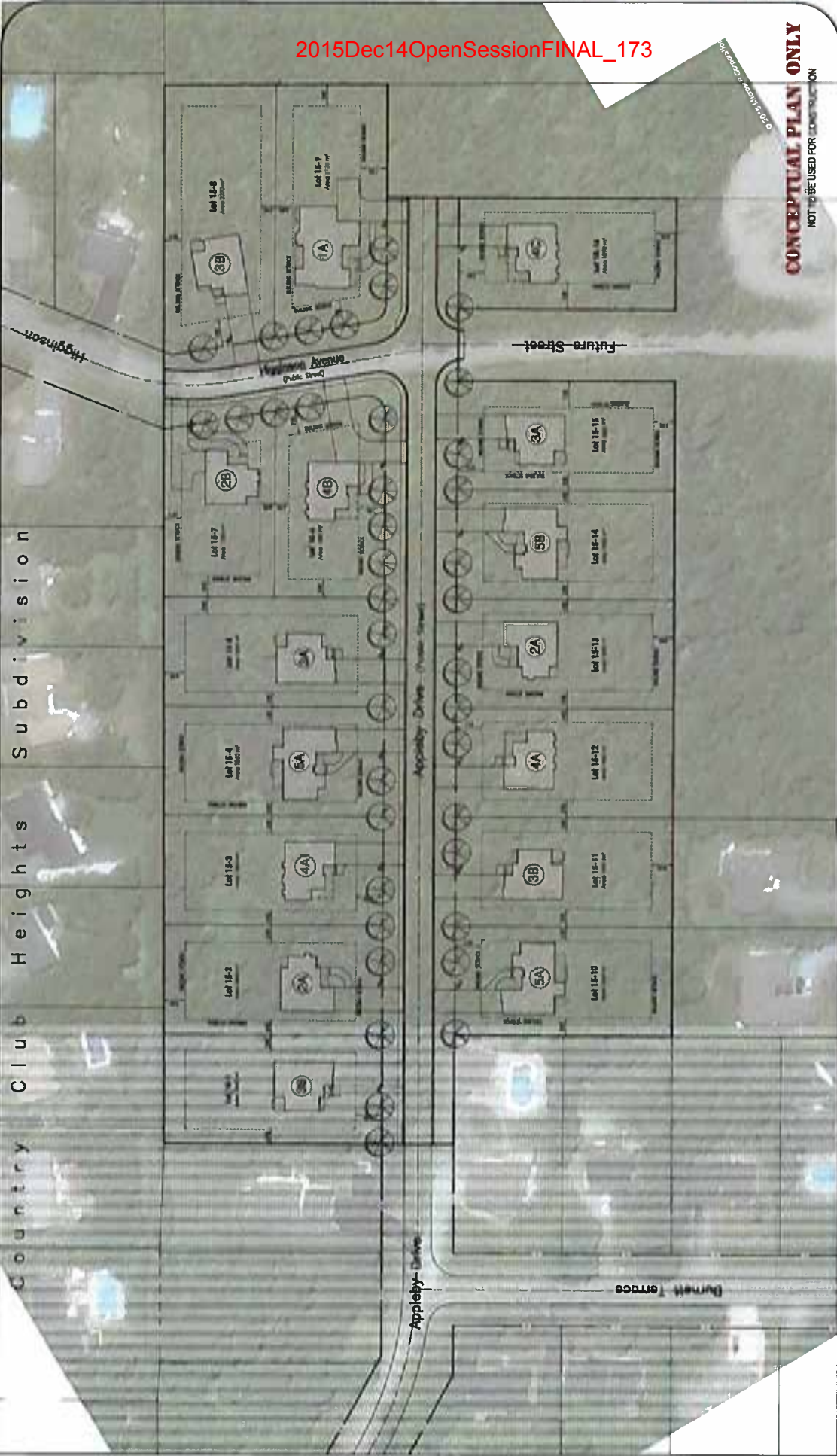
BEFORE ME: )

\_\_\_\_\_  
Commissioner of Oaths )\_\_\_\_\_  
**MARY JANE E. BANKS**

**CONCEPTUAL PLAN ONLY**  
NOT TO BE USED FOR CONSTRUCTION

**SP-1**

Country Club Heights Subdivision



CONCEPTUAL SITE PLAN
Project No.
Drawn by
Check by
Date
Scale

PROPOSED SUBDIVISION  
APPLEBY MANOR  
NOTES: NEW BUILDINGS



**MCKAY Builders**  
380 Model Farm Road, Chatham, NH 07004  
Phone: 603-884-5204

**POLYLINE DESIGNS**  
1515 10th Street, Suite 100, Chatham, NH 07004  
Phone: 603-884-5204





Total Area of Subdivision = 35.86 acres  
10% of total area required for LPP = 3.6 acres



COX & PALMER | coxandpalmerlaw.com

New Brunswick | Newfoundland and Labrador | Nova Scotia | Prince Edward Island

October 29, 2015

Via Email: [BrianWhite@rothesay.ca](mailto:BrianWhite@rothesay.ca)

Town of Rothesay  
70 Hampton Road  
Rothesay, NB E2E 5L5

Attn: Brian L. White, MCIP, RPP  
Director of Planning and Development Services

Dear Sirs:

RE: Vendor: Maxim Management Ltd.  
Purchaser: A.E. McKay Builders Ltd.  
Property: PIDs 30175467 and 30175475, Rothesay, NB  
Our File 115/7304

We are solicitors for A.E. McKay Builders Ltd.

With respect to item 3 of the report from Brian L. White, Director of Planning and Development Services, to the Chair and Members of Rothesay Planning Advisory Committee dated October 5, 2015, we have received confirmation from Serge Gauvin, Registrar General of Land Titles, that upon the filing of Subdivision Plan Appleby Manor Subdivision - Phase 2, Town of Rothesay, Kings County, NB, whereby the extension of Appleby Drive vests in Rothesay as a public street, Service New Brunswick will remove existing right-of-way shown on plan filed in New Brunswick Land Titles Office as Number 201095 (plan attached) as an encumbrance on the Certificates of Registered Ownership for PIDs 30175467 and 30250518.

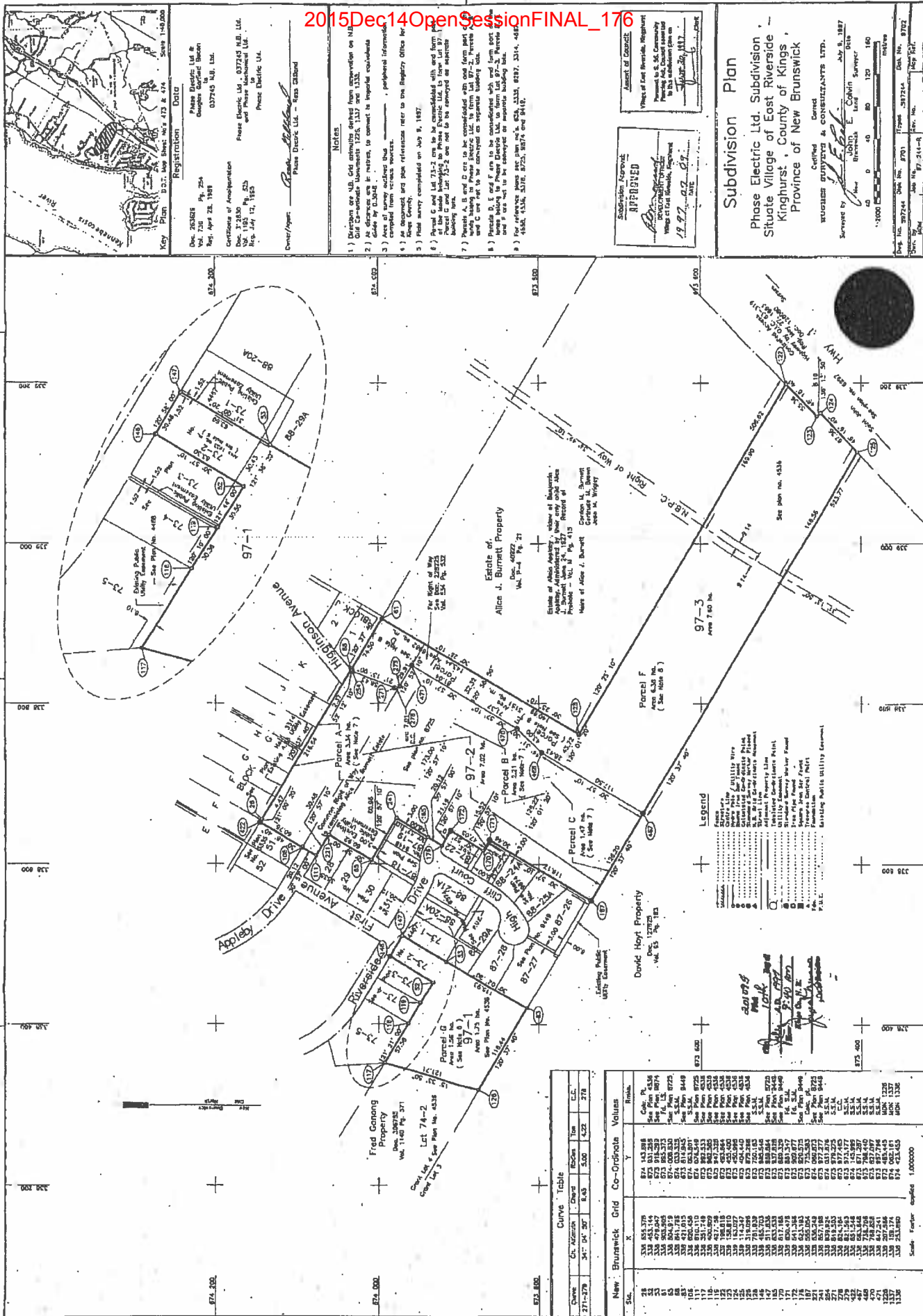
Yours very truly,



Raymond F. Glennie  
RFG/sm  
Encl.  
cc Andrew McKay

**Raymond F. Glennie, Q.C. | Partner**

Direct 506 633 2713 Main 506 632 8900 Fax 506 632 8809 Email [rglennie@coxandpalmer.com](mailto:rglennie@coxandpalmer.com)  
One Germain Street Suite 1500 Brunswick Square Saint John NB E2L 4V1  
Correspondence P. O. Box 1324 Saint John NB E2L 4H8





*Andrew McKay* President / Sales

380 Model Farm Road, Quispamsis E2G 1L8 • Phone: 644-8104

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October 27, 2015

Town of Rothesay  
70 Hampton Road  
Rothesay, NB E2E 5L5

Attn: Brian White  
Director of Planning and Development Services

Dear Sir:

Re: Appleby Manor Tentative Plan

Further to your request, we are pleased to enclose a traffic impact statement from Crandall Engineering.

In addition, we have obtained approval from the adjacent landowners, [REDACTED] (Cedar Point Estates) to access the water line through their property. They have agreed to grant a municipal services easement to allow us to connect to water.

As far as LLPP is concerned, we will work with you and other town officials to designate an appropriate parcel of land acceptable to both the Town and A E McKay Builders

Regards,

Andrew McKay  
A.E. McKay Builders Ltd.





Project # 15272  
October 16, 2015

"SENT VIA E-MAIL"

A.E. McKay Builders  
380 Model Farm Road  
Quispamsis, NB  
E2G 1L8

**ATTENTION: Mr. Andrew McKay**

Dear Mr. McKay:

**Traffic Impact Statement for Appleby Manor Subdivision - Phase 2  
Rothesay, NB**

A.E. McKay Builders is planning to develop a 16-lot single family home subdivision situated on a 3.6 hectare parcel of land at the end of Appleby Drive in Rothesay, NB. As part of the development, Appleby Drive will be extended by 260m and will connect with Higginson Avenue, which will be extended by 60m. Twelve lots will front Appleby Drive while four lots will front Higginson Avenue. The site will be accessed from two streets: Appleby Drive with connection to Rothesay Road; and Horton Road with connection to Dunedin Road and then Rothesay Road. A site plan showing the location of the proposed development and the surrounding streets is shown in **Figure 1** attached. The Subdivision Plan is also attached.

Crandall Engineering Ltd. was retained to complete this Traffic Impact Statement as a requirement of the development application process. The objectives of this assignment were to determine the amount of traffic that would be generated by the proposed development and what impacts, if any, the development traffic would have on adjacent streets.

**EXISTING TRANSPORTATION CONDITIONS**

A description of the streets providing access to the development site is as follows:

- **Appleby Drive** is a local residential street beginning at Rothesay Road and extending 500m to a dead-end termination. Appleby Drive provides connections to several other local residential streets, including Riverside Drive, Burnett Terrace, and High Cliff Court. Together, these streets provide access to 48 homes. The intersection from Appleby Drive onto Rothesay Road is currently the only external access point for these 48 homes. It is estimated that daily traffic volumes on Apple Drive reach up to 460 vehicles per day at the entrance to Rothesay Road. Appleby Drive features steep grades and has no sidewalk.
- **Dunedin Road** is a local residential street beginning at Rothesay Road and extending 500m to a dead-end termination. Dunedin Road provides connections to several other local residential streets, including Newport Road, Mantua Road, Valby Drive, Horton Road, and Higginson Avenue. Together, these streets provide access to approximately 53 homes. The intersection from Dunedin Road onto Rothesay Road is currently the only external access point for these 53 homes. It is estimated that daily traffic volumes on Dunedin Road reach up to 510 vehicles per day at the entrance to Rothesay Road. Dunedin Road features steep grades and has sidewalk for the first 250m. Horton Road extends east from Dunedin Road



and connects to Higginson Avenue, which terminates at a dead-end. The end of Higginson Avenue is 850 m from the Dunedin Road/Rothesay Road intersection, which is the only external access point to this area.

- Rothesay Road is a collector street and carries more than 10,000 vehicles per day in the vicinity of Dunedin Road and Appleby Drive. Dunedin Road and Appleby Drive intersect Rothesay Road at stop controlled approaches. Given the low traffic volumes on Dunedin Road and Appleby Drive, it is anticipated that these approaches operate at a good level of service without deficiencies.

### DEVELOPMENT TRAFFIC GENERATION AND ASSIGNMENT

The volume of traffic that would be generated by the proposed development was estimated using trip generation rates contained in the *9th Edition* of the *Trip Generation Manual*, published by the Institute of Transportation Engineers (ITE). ITE land use #210 (Single Family Detached Housing) was used to determine generation, where trip rates are calculated based on the number of dwellings. The peak hour and daily traffic generation estimates are listed in Table 1 for a typical weekday.

Table 1 - Estimated Traffic Generation for the Proposed Development

Development	Size	AM Peak Hour			PM Peak Hour			Daily Total
		Enter	Exit	Total	Enter	Exit	Total	
Single Family Homes ITE Land Use #210	16 Lots	3	9	12	10	6	16	152

Based on the location of the proposed development lots, it is expected that most traffic will use Appleby Drive to access Rothesay Road. The traffic volume that will be added to Appleby Drive is low (e.g. 16 vehicles or less during peak hours) and is not expected to cause operational or safety issues. The total daily traffic on Appleby Drive with the proposed development in place is estimated to be 600 vehicles per day. The total daily traffic that will be on Dunedin Road is estimated to be similar. These volumes are still considerably less than 1,000 vehicles per day, which is a common upper threshold for the daily volume on a local street.

### STREET CONNECTIONS

Currently, Appleby Drive and Dunedin Road/Horton Road are long dead end streets, each with only one external access point. The proposed development includes roadway extensions that would see Appleby Drive connect with Higginson Avenue. This connection provides the following benefits:

- The connection allows for secondary access out of each residential area should either Dunedin Road or Appleby Drive be blocked due to an emergency; and
- The Appleby and Dunedin/Horton neighbourhoods become linked internally with greater connectivity for vehicle and pedestrian movements.

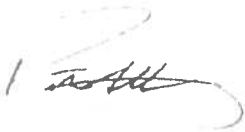
In summary, the proposed 16-lot residential development will generate low traffic volumes, the majority of which are expected to use Appleby Drive for access. The low volumes are not expected to cause operational or safety issues on Appleby Drive or other adjacent local streets. Future traffic volumes on Appleby Drive with the development in place will still be well within the volume range typically found on local streets.

The street extensions and connection from Appleby Drive to Higginson Avenue are positive features, improving both public safety and neighbourhood connectivity.

Please do not hesitate to contact us should you have any questions or require clarifications related to this Traffic Impact Statement.

Yours truly,

**CRANDALL ENGINEERING LTD.**

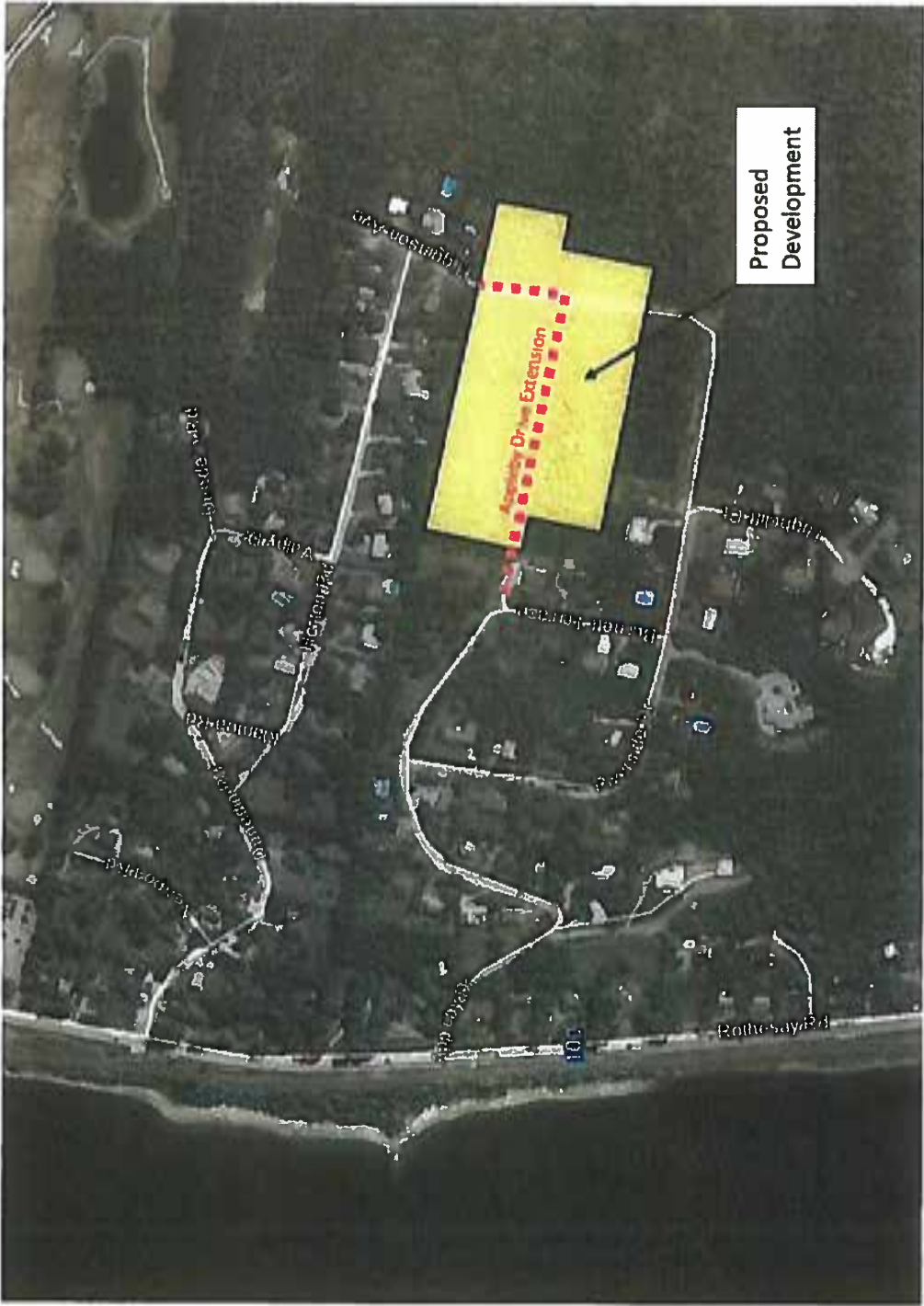
A handwritten signature in black ink, appearing to read 'Peter Allaby', with a stylized flourish at the end.

**Peter Allaby, P.Eng.**  
Transportation Lead

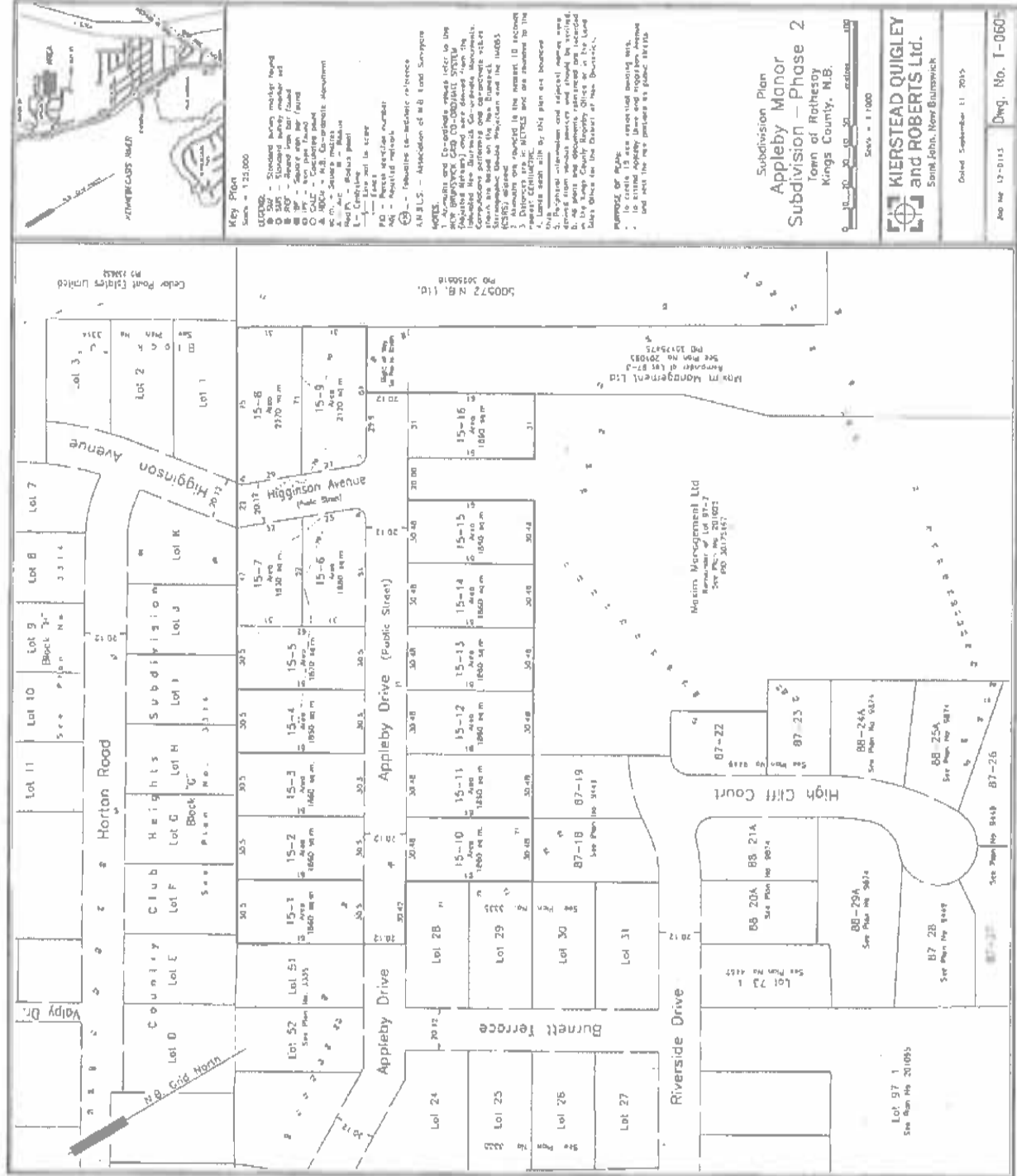


**APPENDIX A  
SITE LOCATION PLAN AND SUBDIVISION PLAN**

Figure 1 - Site Location Plan



T-0605



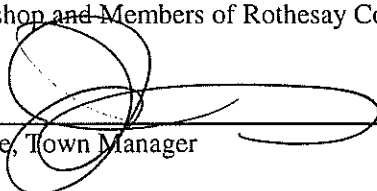


70 Hampton Road  
Rothesay, NB  
E2E 5L5 Canada

**Rothesay Council**  
**December 14, 2015**

**TO:** Mayor Bishop and Members of Rothesay Council

**SUBMITTED BY:**

  
\_\_\_\_\_  
John Jarvis, Town Manager

**DATE:** December 7, 2015

**SUBJECT:** Engineering Design and Construction Management Services  
2016 Asphalt Resurfacing and Microseal Placement Programs

---

### **RECOMMENDATION**

It is recommended that the proposal submitted by Brunswick Engineering & Consulting Inc. in the amount of \$98,722.45 for the 2016 Asphalt Resurfacing and Microseal Placement Programs be accepted and further that the Mayor and Town Clerk be authorized to execute the appropriate documentation in that regard.

### **ORIGIN**

The 2015 General Fund Capital Budget includes funding for the design work associated with the asphalt resurfacing and microseal placement programs proposed for 2016.

### **BACKGROUND**

As part of the 2015 General Fund Budget Mayor and Council approved a plan to issue an RFP for engineering design services in 2015 for the proposed 2016 asphalt resurfacing and microseal placement programs.

The Public Works and Infrastructure Committee have recommended the following list of streets for the 2016 programs:

#### **Asphalt:**

- Progress Court
- Highbrook Court
- Barbara Court
- Lori Court

- Wendy Court
- Galway Court
- Grist Street
- Kent Street
- North Street
- Ballpark Avenue
- Birchview Terrace

**Microseal:**

- Naomi Street
- Esther Street
- James Street
- Luke Street
- Robin Lane
- Wells Lane
- Acre Court
- Chantale Street (plus base rebuild)

**DISCUSSION**

On October 8, 2015 with a comprehensive and detailed scope of work document developed by staff, a proposal for consulting engineering services was requested from the engineering consulting community at large by way of a proposal call on the New Brunswick Opportunities Network (NBON) online service.

In response to this proposal call, four (4) compliant submissions were received from consulting engineering firms on October 27, 2015. Proposals were received from the following firms:

- Brunswick Engineering & Consulting Inc.,
- CBCL Consulting Engineers Limited,
- Crandall Engineering Ltd.,
- exp Services Inc.

The proposals were submitted in sealed envelopes with the Technical and Financial Proposals being submitted under separate cover. A review Committee consisting of the following staff completed an independent analysis and ranking of each Technical Proposal:

John Jarvie, Town Manager  
Brett McLean, Director of Operations

Subsequent to the Technical Proposal Analysis, the committee jointly discussed the information presented and opened the sealed envelopes containing the Financial Proposals for each submission. The upset price contained in each proposal was evaluated, ranked and combined with the scores from the technical evaluation.

The result of this process was to obtain the highest ranking proposal for recommendation to Mayor and Council for award. The highest ranked overall submission following this evaluation process was the proposal submitted by Brunswick Engineering even though it was not the lowest overall price.

The submission from Brunswick met all of the requirements of the proposal call, in a manner acceptable to the committee, with a cost effective bid for the project.



### FINANCIAL IMPLICATIONS

The 2015 General Fund Capital Budget included an amount of \$60,000 for the preliminary and detailed design work. It is anticipated that the construction management component of the engagement will be included with the overall construction budget proposed for 2016. Engineering fees for this type of work are generally accepted to be 12 – 17% of the overall budget however in this case a budget for the project has not yet been formalized. Town staff is of the opinion that the overall project cost will be in the order of 1.225 million dollars. Assuming award by Council, an analysis has been completed for the fee schedule submitted by the consultant and the anticipated costs are shown in the table below:

Consultant	Fees (inc HST)	HST rebate	Subtotal	2015 Budget	Budget Item (expected overall cost)	% of overall Budget Item
Prelim and detailed design (2015)	52,646.70	4,459.22	48,187.48	60,000	1,225,000	3.9
Project management (future overall budget)	46,075.75	3,902.65	42,173.10		1,225,000	3.5
Total	98,722.45	8,361.87	90,360.58	0	1,225,000	7.4

The preliminary and detailed design portion of the work to be completed under this consultant engagement in 2015 will be \$48,187.48. The 2015 budget of \$60,000 will be adequate to fund this work. The remainder of the engagement value, \$42,173.10, for project management will be included as part of the overall construction budget proposed for the future as this portion of the work will not be completed until the project moves forward. Council, by virtue of approving this consultant engagement, is not committing the Town to spending the additional \$42,173.10 until such time as they choose to move forward with the construction component of the project.

---

Report Prepared by:  Brett McLean, Director of Operations

Report Reviewed by:  Doug MacDonald, Treasurer

*A copy of this report can be obtained by contacting the Rothesay Town Clerk, 70 Hampton Road, Rothesay, NB E2E 5L5 (506-848-6664).*



# ROTHESAY

## MEMORANDUM



---

TO : Mayor and Council  
FROM : Recording Secretary Public Works & Infrastructure Committee  
DATE : November 18, 2015  
RE : Motions Passed at November 18<sup>th</sup> Meeting

---

Please be advised the Public Works & Infrastructure Committee passed the following motions at its regular meeting on Wednesday, November 18, 2015:

**MOVED** ... and seconded ... the Public Works and Infrastructure Committee recommend to Council that McGuire Road be removed and Dofred Road reinstated on the list of 2016 road rebuilds and remove Terry Street from the 2016 Microseal Resurfacing program list and investigate potential transferring of funds from resurfacing courts to pave McGuire Road.

**CARRIED.**

Liz Pomeroy  
Recording Secretary



# ROTHESAY

## MEMORANDUM



---

TO	:	Mayor and Council
FROM	:	Town Clerk Mary Jane Banks
DATE	:	10 December 2015
RE	:	47 Clark Road - Amending Development Agreement

---

Please be advised the Planning Advisory Committee passed the following motion at its regular meeting on Monday, December 7, 2015:

**MOVED** by Counc. Wells and seconded by Laurie Gale the Planning Advisory Committee recommend that Council authorize the Mayor and Clerk to enter into the amending agreement with Brodersen Realty Ltd. for the development of a fourth commercial building and enhanced landscaping and storm water management at 47 Clark Road (PID 30275234).

**CARRIED.**

**RECOMMENDATION:**

Council authorize the Mayor and Clerk to enter into the amending agreement with Brodersen Realty Ltd. for the development of a fourth commercial building and enhanced landscaping and storm water management at 47 Clark Road (PID 30275234).

AMENDING AGREEMENT  
*Land Titles Act, S.N.B. 1981, c.L-1.1, s.24*

Parcel Identifier  
of Parcel Burdened  
by Agreement: **PID 30275234**

BETWEEN: **Brodersen Realty Ltd.**  
17 Crosswind Crescent  
Rothesay, New Brunswick, E2E 0P6  
A body corporate, in the Province of New  
Brunswick  
(Hereinafter called the "Developer")

OF THE FIRST PART

- And –

**Rothesay**  
70 Hampton Road  
Rothesay, New Brunswick, E2E 5L5  
A municipal body corporate, in the Province of New  
Brunswick (Hereinafter called the "Town")

OF THE SECOND PART

WHEREAS the Developer is the registered owner of certain lands located at 47 Clark Road PID 30275234 and which said lands are more particularly described in Schedule A hereto (hereinafter called the "Lands");

AND WHEREAS Rothesay entered into Development Agreements with Brodersen Realty Ltd. to allow for commercial development at 47 Clark Road which were registered at the Land Registry Office in Hampton, Kings County, New Brunswick as Document Number **25706699** and Document Number **29006807** (hereinafter called the "Existing Agreements");

AND WHEREAS the Developer wishes to amend the Existing Agreements (Document Number 25706699 and Document Number 29006807) to allow for the development of a fourth commercial building and enhanced landscaping at 47 Clark Road, identified as PID# 30275234 the "Lands" pursuant to the provisions of the *Community Planning Act*.

**NOW THEREFORE THIS AGREEMENT WITNESSETH** that for and in the consideration of the previous agreements and mutual covenants and agreements herein expressed and contained, the parties hereto covenant and agree as follows:

1. The number of commercial buildings situated on the Lands indicated on **Schedule A** shall not exceed four;
2. The fourth commercial building shall not exceed (5000 square feet) 465m<sup>2</sup>; and
3. The parking lot shall be landscaped with two (2) landscaped Islands each having a minimum size of not less than 13.5 m<sup>2</sup>

### **Schedules**

4. The Developer shall develop the Lands in a manner, which, in the opinion of the Development Officer, is generally in conformance with the following Schedules attached to this Agreement:
  - a) Schedule A Proposed Site Plan
  - b) Schedule B Proposed Landscaped Parking Islands

### **Site Development**

5. The Developer shall develop the Lands in a manner, which, in the opinion of the Development Officer, is generally in conformance with this Agreement.
  - a. Maximum density shall not exceed four (4) commercial buildings.
  - b. The fourth commercial building shall not exceed 465m<sup>2</sup> and be located on the property generally as described on **Schedule A**.
6. The Developer expressly agrees and understands that notwithstanding any provision of the Town's Building By-Laws or any statutory by-law or regulatory provision to the contrary, the Building Inspector shall not issue a building permit to the Property Owner for work directly connected with the development of the Lands, nor shall the Property Owner be entitled to such a permit unless and until the Development Officer has approved the Site Plan submitted as part of the Development Permit process illustrating the precise size, location and configuration of the proposed buildings.
7. The Developer expressly agrees and understands that excepting as otherwise provided for herein, the development, subdivision and use of the Lands shall comply with the requirements of the Rothestay Zoning By-law 2-10 as may be amended from time to time.

### **Stormwater Management**

8. The Developer expressly agrees to provide to the Development Officer written Certification from a qualified professional engineer licensed to practice in the Province New Brunswick, that the storm water system and works have been satisfactorily completed and constructed to control the storm water in compliance with Schedule "D" – Stormwater Standards of Rothestay Zoning By-law No. 02-10 as may be amended from time to time.

### **Landscaping**

9. The Developer shall carry out, subject to inspection and approval by Town representatives, and pay for the entire actual cost of no less than two (2) landscaped Islands each having a minimum size of not less than 13.5 m<sup>2</sup> and generally located on the property as indicated on **Schedule B**; each landscaped island shall include the following:
  - a. low maintenance permanent landscaping materials such as beach stones; accent boulders; or decorative gravels;
  - b. one (1) high-branching deciduous shade trees in each island;
  - c. understory plantings, such as shrubs, perennials, ornamental grasses and other herbaceous ground covers.



### **Security & Occupancy**

10. The Town and Developer agree that Final Occupancy of the proposed commercial building, as required in the Building By-law, shall not occur until all conditions above have been met to the satisfaction of the Development Officer.
11. Notwithstanding Part 10 of this Agreement, the Town agrees that the Occupancy Permit may be issued provided the Developer supplies a security deposit in the amount of 110 percent of the estimated cost to complete the landscaping and storm water works with the following conditions:
  - a. the Developer agrees to provide security in the form of a certified cheque or automatically renewing, irrevocable letter of credit issued by a chartered bank dispensed to and in favour of Rothsay;
  - b. the Developer agrees that if the landscaping or storm water works are not completed within a period not exceeding six months from the date of issuance of the Occupancy Permit, the Town may use the deposit to complete the landscaping or storm water works as set out in this Agreement;
  - c. the Developer agrees to reimburse the Town for 100% of all costs exceeding the security necessary to complete the landscaping or storm water works; and
  - d. the Town agrees that the security or unused portion of the security shall be returned to the Developer upon certification that the work has been completed and acceptable to the Development Officer.

### **Indemnification**

12. The Developer does hereby indemnify and save harmless the Town from all manner of claims or actions by third parties arising out of the work performed hereunder, and the Developer shall file with the Town prior to the commencement of any work hereunder a certificate of insurance naming the Town as co-insured evidencing a policy of comprehensive general liability coverage on "an occurrence basis" and containing a cross-liability clause which policy has a limit of not less than Two Million Dollars (\$2,000,000.<sup>00</sup>). The aforesaid certificate must provide that the coverage shall stay in force and not be amended, cancelled or allowed to lapse within thirty (30) days prior to notice in writing being given to the Town. The aforesaid insurance coverage must remain in full force and effect during the period available to the Developer pursuant to this agreement to complete the work set out as described in this Agreement.

### **Notice**

13. Any notice or advice which is to be given under this Agreement shall be deemed to have been satisfactorily given to the Developer if delivered personally or by prepaid mail addressed to BRODERSEN REALTY LTD. 17 CROSSWIND CRESCENT, ROTHESAY, NEW BRUNSWICK, E2E 0P6 and to the Town if delivered personally or by prepaid mail addressed to ROTHESAY, 70 HAMPTON ROAD, ROTHESAY, NEW BRUNSWICK, E2E 5L5.

In the event of notice by prepaid mail, the notice will be deemed to have been received four (4) days following its posting.

#### **By-laws**

14. The Developer agrees to be bound by and to act in accordance with the By-laws of the Town and such other laws and regulations that apply or may apply in future to the site and to activities carried out thereon.

#### **Termination**

15. The Town reserves the right and the Developer agrees that the Town has the right to terminate this Agreement without compensation to the Developer if the specific proposal has not been completed satisfactorily such that the written certifications contemplated in this agreement could reasonably be issued within sixty (60) months of the execution of this Agreement.
16. If the Town terminates this Agreement, the Developer agrees that the Town may call the Letter of Credit described herein and apply the proceeds to the cost of completing the work or portions thereof as outlined in the agreement. If there are amounts remaining after the completion of the work in accordance with this agreement, the remainder of the proceeds shall be returned to the Institution issuing the Letter of Credit. If the proceeds of the Letter of Credit are insufficient to compensate the Town for the costs of completing the work mentioned in this agreement, the Developer shall promptly on receipt of an invoice pay to the Town the amounts required to complete the work.

#### **Entire Agreement**

17. This Agreement contains the whole agreement between the parties hereto as regards the lands outlined in the plan hereto annexed.

#### **Severability**

18. If any paragraph or part of this agreement is found to be illegal or beyond the power of the Town Council to execute, such paragraph or part or item shall be deemed to be severable and all other paragraphs or parts of this agreement shall be deemed to be separate and independent therefrom and to be agreed as such.

#### **Reasonableness**

19. Both parties agree to act reasonably in connection with any matter, action, decision, comment or approval required or contemplated under this Agreement.

#### **Registration**

20. A copy of this Agreement and every amendment and/or discharge of this Agreement shall be recorded at the Land Registry Office, in Hampton, New Brunswick and the Developer shall incur all costs in recording such documents.



**Subsequent Owners**

21. This Agreement shall be binding upon the parties thereto, their heirs, successors, assigns, mortgagees, lessees and all subsequent owners, and shall run with the Lands which is the subject of this Agreement until this Agreement is discharged by Council.
22. Upon the transfer of title to any lot(s), the subsequent owner(s) thereof shall observe and perform the terms and conditions of this Agreement to the extent applicable to the lot(s).

DRAFT

Rothestay & Brodersen Realty Ltd.

**IN WITNESS HEREOF** the parties have duly executed these presents the day and year first above written.

Date: \_\_\_\_\_, 2016

Witness:

Brodersen Realty Ltd.

\_\_\_\_\_

\_\_\_\_\_

Director

Witness:

Rothestay:

\_\_\_\_\_

\_\_\_\_\_

Mayor

\_\_\_\_\_

\_\_\_\_\_

Clerk

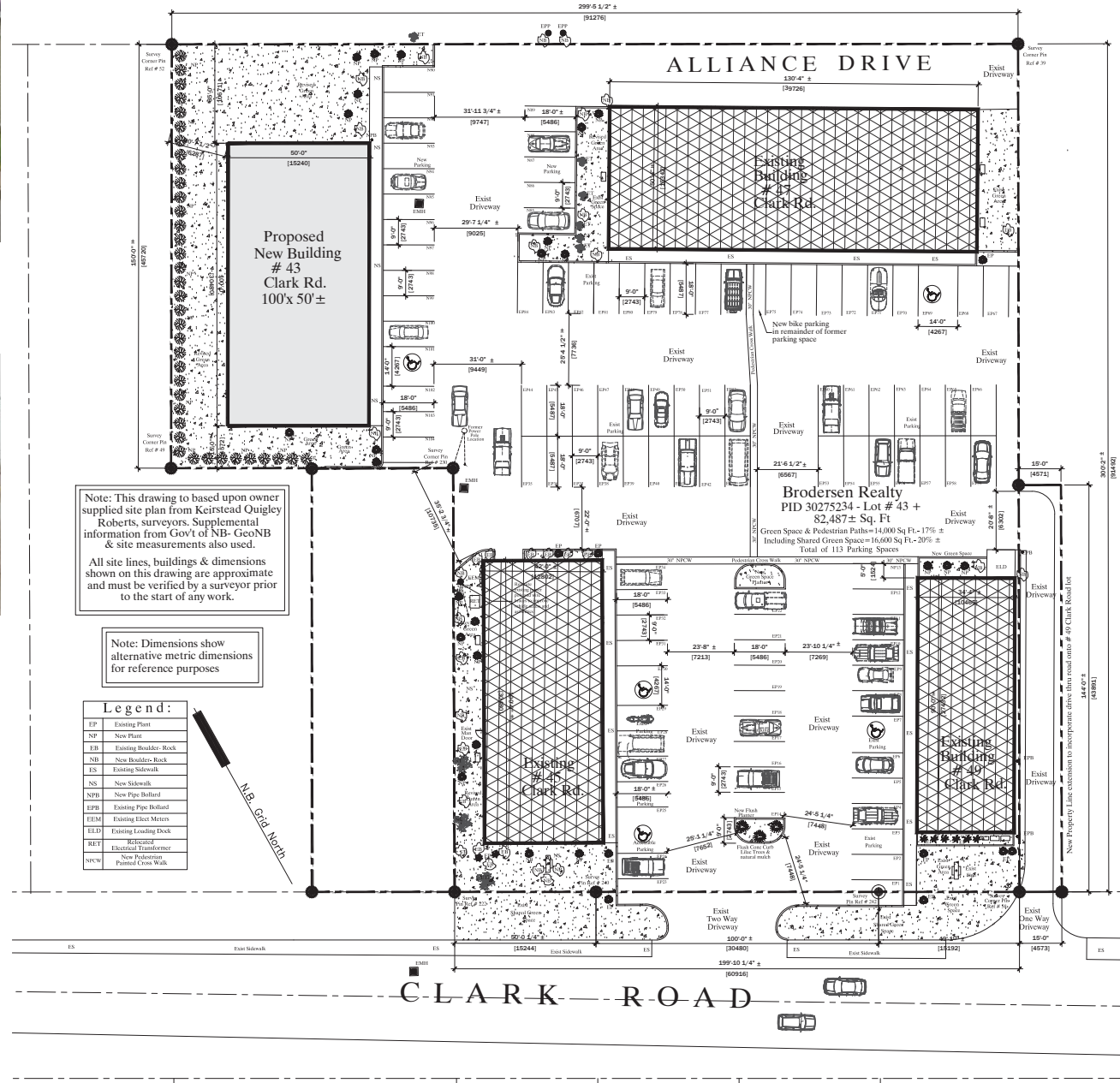
DRAFT



New End Planter with Lilac Trees  
Southeast view from Clark Road



New End Planter with Lilac Trees  
Northeast view from Clark Road



**F-1**  
Project Name  
**Brodersen Realty**  
**Clark Road Property**

Proposed  
**Improvements to**  
**Existing Site Plan**

Project Number  
**1,192**

Scale  
**1/16" = 1'-0"**

Date  
**November 10, 2015**

City Reference  
**116-153 Clark Rd. / Rec. P.L. 11-15-2003**

Company Name  
**FUNDY DRAFTING SERVICES**  
(Phone) (506) 534-1320  
(Fax) (506) 534-1320

Form 45  
AFFIDAVIT OF CORPORATE EXECUTION  
*Land Titles Act, S.N.B. 1981, c.L-1.1, s.55*

Deponent: **PHILIP BRODERSEN**  
**Brodersen Realty Ltd.**  
17 Crosswind Crescent  
Rothesay, New Brunswick  
E2E 0P6

Office Held by Deponent: **President**

Corporation: **Brodersen Realty Ltd.**

Place of Execution: Rothesay, Province of New Brunswick.

Date of Execution: \_\_\_\_\_, 2016.

I, **PHILIP BRODERSEN**, the deponent, make oath and say:

1. That I hold the office specified above in the corporation specified above, and am authorized to make this affidavit and have personal knowledge of the matters hereinafter deposed to;
2. That the attached instrument was executed by me as the officer(s) duly authorized to execute the instrument on behalf of the corporation;
3. The signature “**PHILIP BRODERSEN**” subscribed to the within instrument is the signature of me and is in the proper handwriting of me, this deponent.
4. The Seal affixed to the foregoing indenture is the official seal of the said Corporation was so affixed by order of the Board of Directors of the Corporation to and for the uses and purposes therein expressed and contained;
5. That the instrument was executed at the place and on the date specified above;

DECLARED TO at Rothesay,  
in the County of Kings, )  
and Province of New Brunswick, )  
This \_\_\_\_ day of \_\_\_\_\_, 2013. )

)  
BEFORE ME: )  
)  
)  
\_\_\_\_\_)  
Commissioner of Oaths )

\_\_\_\_\_  
**PHILIP BRODERSEN**

Form 45  
AFFIDAVIT OF CORPORATE EXECUTION  
Land Titles Act, S.N.B. 1981, c.L-1.1, s.55

Deponent: **MARY JANE E. BANKS**  
Rothsay  
70 Hampton Road  
Rothsay, N.B.  
E2E 5L5

Office Held by Deponent: Clerk

Corporation: **Rothsay**

Other Officer Who  
Executed the Instrument: **WILLIAM J. BISHOP**  
Rothsay  
70 Hampton Road  
Rothsay, N.B.  
E2E 5L5

Office Held by Other  
Officer Who Executed the  
Instrument: **Mayor**

Place of Execution: Rothsay, Province of New Brunswick.

Date of Execution: \_\_\_\_\_, 2016.

I, **MARY JANE E. BANKS**, the deponent, make oath and say:

1. That I hold the office specified above in the corporation specified above, and am authorized to make this affidavit and have personal knowledge of the matters hereinafter deposed to;
6. That the attached instrument was executed by me and **WILLIAM J. BISHOP**, the other officer specified above, as the officer(s) duly authorized to execute the instrument on behalf of the corporation;
7. The signature “**William J. Bishop**” subscribed to the within instrument is the signature of William J. Bishop, who is the Mayor of the town of Rothsay, and the signature “**Mary Jane E. Banks**” subscribed to the within instrument as Clerk is the signature of me and is in the proper handwriting of me, this deponent, and was hereto subscribed pursuant to resolution of the Council of the said Town to and for the uses and purposes therein expressed and contained;
8. The Seal affixed to the foregoing indenture is the official seal of the said Town and was so affixed by order of the Council of the said Town, to and for the uses and purposes therein expressed and contained;
9. That the instrument was executed at the place and on the date specified above;

DECLARED TO at town of  
Rothsay, in the County of Kings, )  
and Province of New Brunswick, )  
This \_\_\_\_ day of \_\_\_\_\_, 2013. )

BEFORE ME: )  
)  
)  
\_\_\_\_\_)  
Commissioner of Oaths )

\_\_\_\_\_  
**MARY JANE E. BANKS**

2015Dec14OpenSessionFINAL\_198



Softball

[www.kvsoftball.ca](http://www.kvsoftball.ca)

# About Our Association

2015Dec14OpenSessionFINAL\_199



- The KV Girls Softball Association Inc. was founded in January, 2012 .
- Recreational programs for girls aged 4-18 years
- Elite Travel Teams for girls aged 10-18 years
- In 4 years KVGSA has grown from 52 to 390 girls
- Growth Rate of 750%



# Our Accomplishments

2015 Dec 14 Open Session FINAL 200



## **Softball New Brunswick Awards:**

- Best Grassroots Coaching in 2011
- Learn to Play Program of the year 2012 and 2015
- Female Coach of the Year Award 2011, 2012, 2014
- Volunteer of the Year in 2011, 2013
- Presidents Awards for Outstanding Female Athlete 2014, 2015
- Minor Team of the Year in 2013 and 2015

## **Championship Titles:**

- 6 New Brunswick Provincial Championship GOLD
- 2 New Brunswick Provincial Championship SILVER
- 2 Atlantic Championship SILVER
- 1 Eastern Canadian Championship BRONZE

# Member Feedback

2015Dec14OpenSessionFINAL\_201



- Keep up the **great work**! We eagerly look forward to next year!
- We were so impressed how well **organized** you were. We felt very **well-informed**. We **respected** that ground rules and expectations were clearly laid out. Because of all this, it made us (daughter and parents) want to really commit to this activity. As well, the **emphasis on effort** and **working hard** through practice, and the **positive reinforcement** regardless of ability - these were all really great things. Our daughter may not be the best - but she loved it, which motivated her to try her best and not feel self-conscious about mistakes. What an **awesome program!!!**
- **You do so much right! Be proud!**

# The Facts for 2015

2015Dec14OpenSessionFINAL\_202



- Girls turned away between the ages of 12-18 because of lack of field time.
- Three soccer field slots had to be purchased from a private facility at a premium price
- Upwards of 75 girls use 1 two hour slot.
- Purchased weekday field time from outside areas like Nauwidgewauk and Lorneville

# Community Profile Data



2015Dec14OpenSessionFINAL\_203

- The most recent **New Brunswick Health Council KV Community Profile**, shows that we have **3375 girls** in our community aged 5 to 17.
- In 4 years as an association, KVGSA has achieved 11% participation
- Families in our community are supporting our program
- The **Quispamsis Community Profile** also shows:

**20%** of our children, aged 5-11, and **64%** of our youth, aged 11-17 do not get the recommended physical activity per week
- KVGSA is helping to improve these numbers in our community

# The Facts

2015Dec14OpenSessionFINAL\_204



Field	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Bi-Centennial	KVMBA	KVMBA	KVMBA	KVMBA	KVMBA	KVMBA	KVMBA
Scribner	KVMBA	KVMBA	KVMBA	KVGSA	KVMBA	KVMBA	KVMBA
Renforth	KVMBA	KVMBA	KVGSA	KVMBA	MEN	KVMBA	KVMBA
Ball Park Road	KVMBA	KVMBA	KVMBA	KVMBA	KVMBA	KVMBA	KVMBA

## Totals:

KV Minor Baseball Association – 25.5

KV Girls Softball Association – 1.5

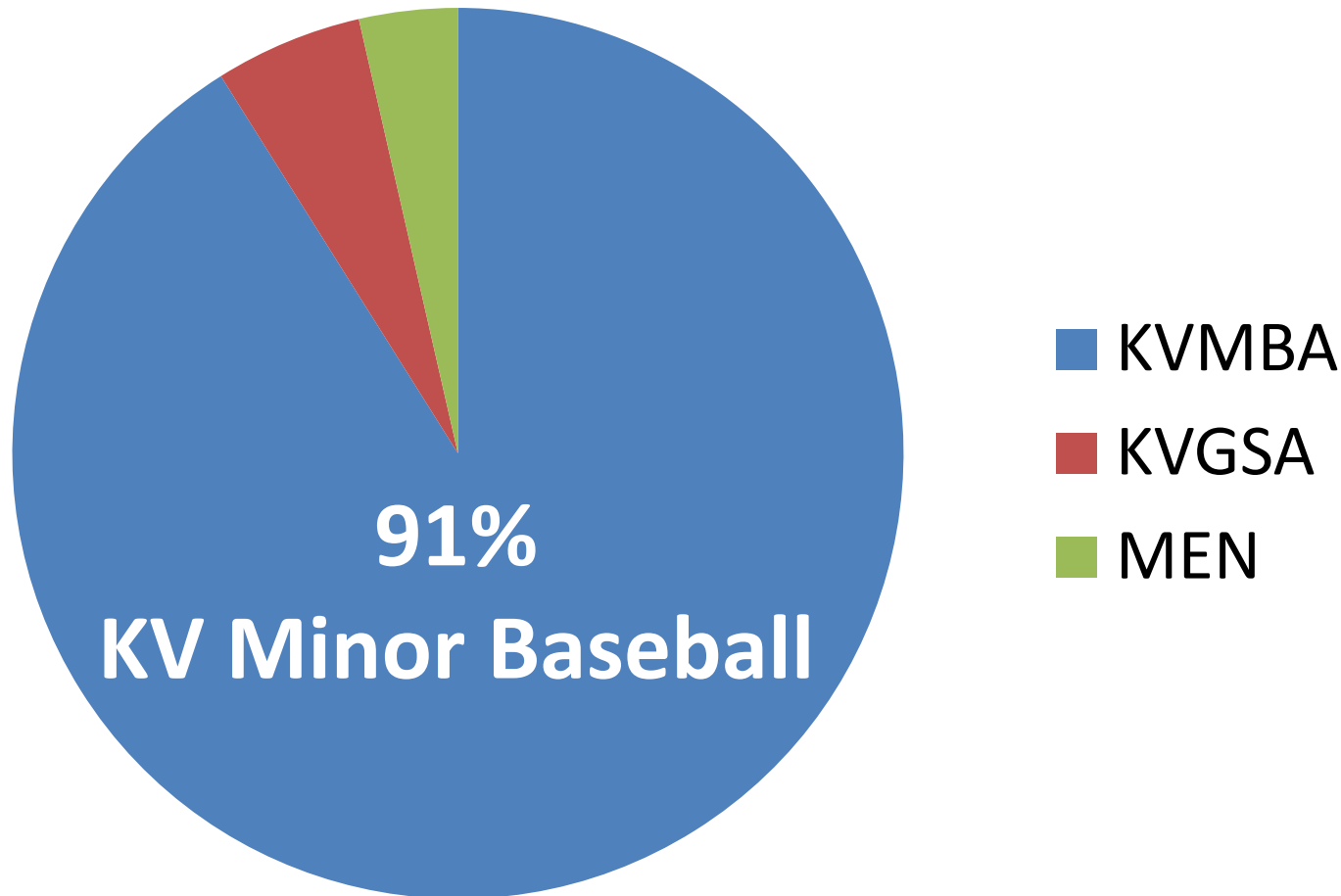
Men's Slo Pitch - 1

# Data – field allocation 2015

2015Dec14OpenSessionFINAL\_205



\* based on the 2015 Rothesay Field Schedule



# Wells Recreation Park

2015Dec14OpenSessionFINAL\_206





# Wells Recreation Park

2015Dec14OpenSessionFINAL\_207



# Field Proposal

2015Dec14OpenSessionFINAL\_208



Field	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Bi-Centennial	KVMBA	KVMBA	KVMBA	KVMBA	KVMBA	KVMBA	KVMBA
Scribner	KVMBA	KVMBA	KVMBA	KVMBA	KVMBA	KVMBA	KVMBA
Renforth	KVMBA	KVMBA	KVMBA	KVMBA	MEN	KVMBA	KVMBA
Ball Park Road	KVMBA	KVMBA	KVMBA	KVMBA	KVMBA	KVMBA	KVMBA
NEW Wells Field	KVGSA	KVGSA	KVGSA	KVGSA	KVGSA	KVGSA	KVGSA

## Totals:

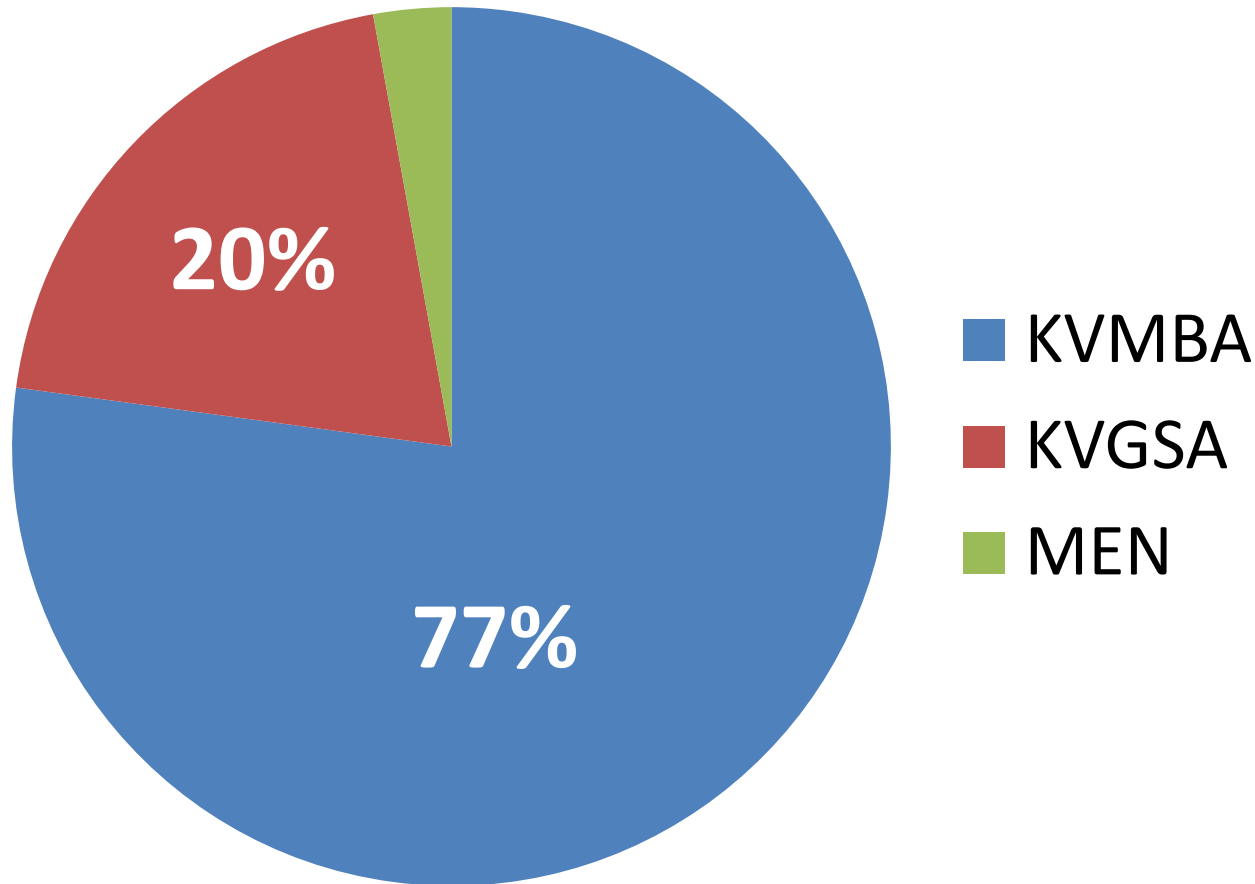
KV Minor Baseball Association – 27

KV Girls Softball Association – 7

Men's Slo Pitch - 1

# Proposed Field Distribution

2015Dec14OpenSessionFINAL\_209



- Assigning the **Wells Softball Field** to the KV Girls Softball Association Programs
- **‘Youth First’** - re-assigning the 1 Thursday night slot at Renforth’s Fitzgerald field to the Youth

Nov16, 2015,

9 Dobbin Street

Rothsay, N.B.

I am writing this article to tell you about our flooded home as of the hurricane, Sept 30<sup>th</sup>, 2015.

On July 2<sup>n</sup>, 1976 we moved into a brand new home at 9 Dobbin Street in what was then Fairvale, N.B. We moved here from Sackville, Nova Scotia. In Sackville, N.S we lived in an R-1 subdivision but as growth became rampant building got out of control. A fellow next to us built an 8 car autobody shop and the town did not find a way to stop him. So with moving here we had 2 priorities, location and RESIDENTIAL zoning. We decided that this was the best location for us. Any undeveloped land was R-1. Our drain tile went into a wee natural flowing stream behind us. We enjoyed our home and life in the KV Valley. From 1980 to 1986 Don was on the village council and all 6 years headed up the utilities board.

On Labor day weekend 1983 we came home from a camping trip and as I went to take a drink of water, i found that the water stunk. We had gasoline in our well from the Irving station at the Marr Rd intersection. Our well was 187 feet deep, this was disasterous. In Nov of 1985 an agreement was signed with the town of Rothsay to extend the water lines to Dobbin Street and Greenwood park. We were put on water meters and so it is to this day. Our home was used and we were the spokes people for the neighbors, the Irvings, the village and the government. It was very time consuming and we received no compensation. The gas station had lost 14,500 gallons of gas after an elbow broke in their lines. Once this happened we decided that we could never endure something like this again so we will probably never move. Besides, we liked our house. Our yard was the baseball and soccer field for all the kids on the street, it was open and fairly hard packed, nothing dangerous around here.

On Labor Day weekend of 1998 a real estate agent, a [REDACTED] and [REDACTED] visited Don to show him some blue prints of a theater they wanted to build behind us. (The Town of Rothsay had amalgamated Fairvale and other villages at this point) Don is blind, these men showed the blue prints in advance of the next evening's rezoning meeting to one resident, and he is blind. We showed up at each meeting and every meeting asked..."Where will the water run"? The request for the theater was denied but [REDACTED] was given permission to build the Vitos restaurant. He was not able to fill in any land. But about 2 years later Vitos requested that they be allowed to expand their parking lot just for the sake of parking for their workers. Where will the water run? The back was filled in but not paved.

Since Vitos built, Phil Broderson has bought and further developed the mall on the Clark road. It is all asphalt. Where does the water run? He has had 2 expansions with no drainage plan in place.

Neither of these businesses would exist if they did not have the town water line available to them.....which was brought about by our hardship.

After many snide remarks we stopped going to council meetings. We were wasting our time when it came to rezoning anything in old Fairvale. Over the years we have received a lot of ribbing about the 2

wonderful establishments on our back door. We also thought that the council and town were there to protect the residents, not to promote commercial businesses.

In the spring of 2008 we did a massive renovation to the interior of our home, even the basement, we had a bone dry basement. I am a Financial Planner, a CFP, I mainly work from home. Don is blind, I am the bread winner.

July 9th, 2009 The Town Of Rothesay flushed sewage lines without informing the residents. As we flushed our toilet, sewage came up the drain in the basement. We called the town, we called our insurance Company and the clean up was activated quickly. The job took about 6 weeks but at least it got done. We spent \$1000 on a back up valve to try to make sure that did not happen again. I think we were the only home affected.

When the hurricane struck with a vengeance on the night of Sept 30<sup>th</sup>, 2015. At 11 pm when Don went to come upstairs, he yelled, we have water, my feet are wet. We tried to scoop up the water but it was to no avail, we could not flush either. We received 7 inches of water. Don called the KV Fire Dept. They came a few times from 11:30 pm to 3am. They were of great help. They told us that all storm sewer lines and sewage lines were over capacity. They also told us that cars were flooded in the intersection at the bottom of the Clark Rd. We had 7 inches of water in our entire basement. We tried to protect things, power bars sizzled as I took them out of the water on the walls. We were in a heck of a mess. Our neighbor called us at midnight wondering where to go for help. Eventually the Fire dept helped her, too.

Overnight we called our Insurance Company, they had a lot of calls. A restoration company came on Oct 2<sup>nd</sup> and the Insurance adjuster said our insurance would cover up to \$30 000, but he did not think that it would be enough. Even though we had a replacement of goods rider the whole project will not pay for more than the \$30,000.

On Oct 3, 2015 the Dept of the Environment sent in 4 inspectors and they condemned our water heater, our wiring, our basement heaters, our deep freeze and our basement fridge. They gave us papers and will be back in 3 months and if the items they noted are not taken care of, then they have the option to condemn the house and forcefully put us out. What a threat to live under. In Sussex 2 years ago, they did force people out. Nov 1<sup>st</sup> our freezer quit and we lost an entire freezer load of food, and it took many hours to compost. We have satisfied the Dept Of the Environment requirements.

Daily from Oct 1st, we tried to salvage and protect what we could, friends and family helped us. It has become all consuming. We had a truck load of items thrown to garbage before the restoration company came on Oct 7th. They then proceeded to throw out more things that they judged contaminated. Also they removed the bottom 4 feet of insulation and sheet rock as well as all the carpets, so everything has had to come out of the basement. Some items are upstairs amongst us, some in our garage and some in storage. It is very miserable trying to find or access anything. Remember, I work from home and Don is blind. It will take 6 weeks for the reconstruction, which has yet to start, this is day 46 after the storm.

Don has suffered many cuts and bruises with everything rearranged. Our main living area looks like a camp ground.

So a dumpster was filled with ruined items, anything and everything went in that dumpster, I think paint cans went in, too. For every home that is flooded there is a dumpster size amount of material placed in a land fill. When and where do the liquids run??? On our street 3 houses, 4 apartments, and 1 business were flooded. In Oakville Acres at least 5 homes were flooded, 1 on Robinson Rd and 1 on Shipyard Rd. Although it is Quispamsis, there were 6 homes flooded behind OK TIRE on Millenia Dr. Oh yes, vacant, porous land was filled in with no drainage systems in place.

Since the flood happened we have tried to solve the question as to how did it happen? We were bone dry for 40 years. What changed? What could change? Looking out in our little natural drainage stream we see that it is now 3 feet deep and our drain tile is floating on the top.???? So we called Mr Broderson on the 16<sup>th</sup> of Oct, he quickly informed us that he is not adjacent to us. Then Don called the [REDACTED], they listened and said that on Monday, the 19 they would bring in a machine to clean out their property. On the 22<sup>nd</sup> Don called [REDACTED] again and he said he can not do the work until the town gets easements from the affected property owners to enter their properties. I have since talked to all the property owners and all of them give permission to bring in machinery. Landscaping can be repaired in the spring. We called the town a few times, I called Mayor Bishop, told him about our mess and I was then called by the town engineer, Mr Brett McLean. Don has talked to Tony Henry a few times. To this date NOTHING has been done....NOTHING!! 24 days of NOTHING!

Other residents on our street fear that they will be next to be flooded. Two of our residents decided to walk and watch the drainage from the bottom of the street upwards. When they got near the flooded houses they saw that no water is running, there is a lot of water behind us but it is all stagnant. They had someone from the town see the site and they were told that indeed the flooded homes had their drainage impeded so Mr Broderson could run his water down and not risk his businesses being flooded. So now for the answer to the questions each time.....Where will the water run?.....the answer...It will run on us over us and keep doing so and we will hide until you are flooded, then we will pretend along with the town and council that we did not know. Our properties have been acting as a super sponge for Vitos and Broderson. It is a heck of a mess out back, our drain tile is floating 3 feet in the air, well above our basement footing level and nothing is running. ....AND THE TOWN HAS ALLOWED THIS SITUATION TO FESTER ALL THESE YEARS. Our backyard is soaked, come visit but wear your boots.

Nov10th, I called the Dept of Environment and told them our findings, the man said he was not surprised. He told me that Canadian Tire has a massive system to collect all their water and then it is piped across the Hampton Rd and allowed to freely drain on Oakville Acres. He said homes over there will always be flooded because the new retention pond does not contain the Canadian Tire drainage. \$3.5 million of tax payers money was spent on a band aid solution. Money was also given to one of the presently flooded neighbors on our street for a band aid solution.....given to [REDACTED] and it did not work on Sept 30<sup>th</sup>, 2011. We don't want a band aid we want these things fixed.



Having not seen any action to fix anything I decided to call the media. I called CBC and Connell Smith was here in 15 minutes. He spent a lot of time with us, and with [REDACTED] next door who is also flooded. So the story aired on CBC on Nov 12 and our phone has not stopped since then. Most calls are very supportive, some simply had questions. The newspaper published an article the same day about the Town of Rothesay forwarding a request for development on Millenia Dr by the [REDACTED] family even though 4 councillors still had a lot of questions. The [REDACTED] family developed our street, They developed Robinson Rd where their nephew's home is presently flooded, and now they would like to make some more money doing the same to some one else.

Knowing the councillors that opposed the Millenia Dr at this time, I decided to call them and tell them our story. Mr Matt Alexander immediately left work to come and see our property. He was disgusted with what is called landscaping, he saw the drain tile floating and he took note of all the pollution in the water. He also noted that it is like a lake in behind us. There are many rotten spruce trees. Spruce trees do not grow on wet land, they rot, and they are all rotting. Meanwhile our backyard, our ballfield, is soaking wet. Since the Vitos was built our property has been acting like a super sponge to accommodate the [REDACTED] and the Brodersons. We can not allow our grandchildren to play in the backyard, it is too wet. And this is why Don has to wear boots, even in the summer to empty our compost.

We submit to you that the town should never have given permission to Vitos or Brodersons requests. Discussing any developments that put residents at risk in any way should be off the table. Allowing any property to proceed without having a real drainage system should not be permitted. And On Thursday when I heard that both of these commercial property owners have requests in for more development .....we were horrified. There are many properties that have been flooded but they have not reported them because they don't have insurance, or they don't want a real estate agent to know, or they did not have a finished basement, or they did not have very much water or they will fix it themselves. I get emails, phone calls and private messages about various situations.

Each flooded home is a \$50,000 cost or more and that does not cover all their goods. And a landfill gets a dumpster load of questionable goods. Once you are flooded you also are usually cut off from flood insurance.

Friday the 13<sup>th</sup> Nov I received all of [REDACTED] correspondence with the town and his lawyers. I t all started with one question, "Where will the water run?". [REDACTED] has been flooded 3 times since Sept30th , 2015. I have the pictures of the lake on the Commons on Oct 1<sup>st</sup>, 2015.

Sunday the 15<sup>th</sup> Nov, 2015 I attended a fund raiser at St Paul's Anglican church in Rothesay, a Friend, 94 years old came to me and cried saying that she never believed that at her age she would have to start with fighting for her property because it has flooded. The entire time at the fundraiser was spent by me being told about so many sad situations and that is so obvious that the council does not care at all about the residents of Rothesay. Others expressed how they feel like they are all sitting ducks, because what project will be taken on next that has NO PLACE FOR THE WATER TO RUN. The residents said that

they thought the town was supposed to watch out for their backs, not stab them in the back. As a Financial planner I can vouch for the fact that the home is usually most peoples' largest asset.

When can we know that our own property is rectified for drainage? We have paid taxes for 40 years to find that we do not have insurance to cover the costs of the rebuild. When can we expect a cheque for \$20,000 for our extra expenses? When can we know you will stop the insanity of allowing more land to not be drainable and cause more flooding? When can we expect the Town of Rothesay to stop contributing unnecessarily to landfills?

I ask each of you to consider one thought.....Do unto others as ye would have them do unto you.

Respectfully submitted by Don and Donna Moore.

**From:** Matthew Alexander  
**Sent:** November-24-15 9:43 PM  
**To:** Mary Jane Banks; John Jarvie  
**Subject:** Fwd: Rothesay Resident

FYI

Sent from Matt's iPhone

Begin forwarded message:

**From:** [REDACTED]  
**Date:** November 24, 2015 at 9:36:19 PM AST  
**To:** "[mattalexander@rothesay.ca](mailto:mattalexander@rothesay.ca)" <[mattalexander@rothesay.ca](mailto:mattalexander@rothesay.ca)>  
**Subject:** Rothesay Resident

Good Day Councillor Alexander,

I have been living in the town of Rothesay since 2008 after purchasing a house at [REDACTED] Dobbin Street. I have never had a complaint or a concern.

I am not the person to call the police on Vito's who has their garbage picked up at 4:30am, litters my yard with garbage and glass and has snow removal as early as 2:30 am. I am not the resident who bothers the police with a noise complaint when Vito's music is still blaring early into the morning hours. I am a quiet, responsible citizen.

On the night of Sept 30th, 2015, my basement flooded. The fire department was wonderful and they came to help remove the water within minutes of my emergency call. The following day, I registered with the New Brunswick disaster hotline. EMO came the next day and finished basement that I have been working on since 2008 was ripped out. I've lost computers, pictures, home movies, all of my Christmas decorations and more.

I have heard nothing from the town. I have heard nothing from Vito's. I've heard nothing.

You have heard a lot from my neighbour, Donna Moore. Counsellors have gone to her house and walked her property. She has been very good about telling people that it was not just her property, but mine as well. And yet, I have heard nothing.

You may be wondering who I am. I am a teacher and a single mother of 4 year old twins. Between my demanding profession and the rebuild, I do not have time to make my voice heard. I'm exhausted, feeling beat down and yet I've heard nothing.

On November 12, a story came out on CBC about the flood. Mayor Bishop suggested that our houses drainage systems were inadequate, which have never had a water issue no matter what type of storm has blown through the area. And yet, I've heard nothing.

Even though my foundation has no cracks, I have spent 10's of thousands of my own dollars trying to ensure that this will not happen again. I have up dated back flow valves, put in new drains as well as a new sump pump to protect my house.

This flood was not my fault. The water came in quickly and in approximately an hour. The town water system failed me. It failed my neighbours. It failed many other residences that night. But yet, I've heard nothing.

I can't fathom why the town can spend millions of dollars to change the layout of Hampton Road, but is unable to update the water system that can not handle the infrastructure and development that the town has seen. For example, the brook in the back of my property has more then doubled in depth, and width to the point that I fear for my children safety when we play in the back yard.

I am extremely disappointed in the town. As a result of this foolishness, I do not plan to remain in Rothesay. I will not live in a place where I do not feel supported by the people who make the decisions.

I am only one person. But I will tell my story of disappointment.

If you take anything from this email, please support your residents who are going through tough times. We aren't all millionaires in Rothesay and the failure of the town's water system is devastating and life changing to many of us.





# ROTHESAY

## MEMORANDUM



TO : Mayor and Council  
FROM : Doug MacDonald  
DATE : December 10, 2015  
RE : Budget Queries

---

I am writing to provide some clarity to a few questions raised at the public budget meeting or in subsequent conversations. There were four outstanding matters as follows:

1) Proposed vehicle purchase.

The draft operating fund capital budget included the purchase of a vehicle to replace a service vehicle. The vehicle being replaced is a 2007 Dodge ram truck with a flatbed. It has approximately 118,000km and is in the need of significant repair if not replaced.

2) Legal fees

Legal fees are included in two budget line items in the general operating fund budget. The budget for "General Government Services" includes \$35,000 for general legal services. The administrative budget for the "Environmental Development" category includes \$15,000 for legal services specifically related to by-law enforcement matters. **Therefore, the total operating budget for legal services is \$50,000.** We do not budget any amount for legal matters associated with capital projects as they would be included in the requests for funding as the project is completed.

3) Assessment History

Some clarity was requested relating to the tax assessment base over the last ten years. The details are as follows:

Year	Assessment Base	% Increase
2006	\$ 739,005,572	7.71%
2007	\$ 786,915,333	6.48%
2008	\$ 856 957 879	8.90%
2009	\$ 961,937,676	12.25%
2010	\$ 1,073,976,737	11.65%
2011	\$ 1,121,201,650	4.40%
2012	\$ 1,166,905,450	4.08%
2013	\$ 1,182,605,300	1.35%
2014	\$ 1,197,166,750	1.23%
2015	\$ 1,226,581,500	2.46%
2016	\$ 1,236,515,850	0.81%

#### 4) Utility customers

A question was asked regarding the number of residential vs commercial water and sewer customers. We measure users based on the number of “equivalent users”. For example, a commercial property is charged for sewer usage based upon the expected volume of activity. Apartment buildings are assessed based upon the number of units.

Water customers are charged a fixed fee based upon the size of the connection to the property and for usage based on the volume of water consumed.

Based upon the 2015 projected revenue we have approximately 4,300 “equivalent users” in the sewer system.

The water system has approx. 1,500 unique accounts which translates into approximately 2,000 “equivalent users”.



Partial Table 3A - Sorted by Condition Rating Asphalt / Microseal Streets						
Street	Condition Rating	Surface Type	Length (m)	Width (m)	Area (m <sup>2</sup> )	Cost (\$)
<b>Campbell Drive 1</b>	<b>5.00</b>	<b>Asphalt</b>	<b>41</b>	<b>7.4</b>	<b>303.40</b>	<b>7842.89</b>
McConchie Drive	5.00	Asphalt	80	4.0	320.08	\$8,274.07
Colwell Lane	5.00	Asphalt	81	4.0	323.56	\$8,364.03
Barra Court	5.00	Asphalt	46	7.0	324.73	\$8,394.27
Hibiscus Court	5.00	Asphalt	48	7.0	336.63	\$8,701.89
Usher Court	5.00	Asphalt	48	7.5	362.25	\$9,364.16
Rosalie Court	5.00	Asphalt	49	7.5	363.98	\$9,408.75
Toye Court	5.00	Asphalt	49	7.5	364.80	\$9,430.08
<b>Lori Court</b>	<b>5.00</b>	<b>Asphalt</b>	<b>61</b>	<b>6.0</b>	<b>364.92</b>	<b>\$9,433.18</b>
Ayerscliff Court	5.00	Asphalt	49	7.5	365.33	\$9,443.65
Alliance Drive	5.00	Asphalt	58	6.5	379.02	\$9,797.54
Bannister Road	5.00	Asphalt	96.2	4.0	384.76	\$9,946.05
<b>Campbell Drive 2</b>	<b>5.00</b>	<b>Asphalt</b>	<b>41</b>	<b>9.4</b>	<b>385.40</b>	<b>9962.59</b>
Wendy Court	5.00	Asphalt	57	7.0	395.85	\$10,232.72
<b>Barbara Court</b>	<b>5.00</b>	<b>Asphalt</b>	<b>58</b>	<b>7.0</b>	<b>406.00</b>	<b>\$10,495.10</b>
Princess Place	5.00	Asphalt	63	6.5	406.25	\$10,501.56
Highbrook Court	5.00	Asphalt	52	8.0	412.08	\$10,652.27
Lyman Drive	5.00	Asphalt	55	7.5	414.30	\$10,709.66
Stack Road	5.00	Asphalt	106	4.0	425.64	\$11,002.79
Ayerscott Court	5.00	Asphalt	58	7.5	431.25	\$11,147.81
Progress Court	5.00	Asphalt	58	7.5	433.28	\$11,200.16
Phoenix Court	5.00	Asphalt	55	8.0	442.40	\$11,436.04
Conley Lane	5.00	Asphalt	125	4.0	500.40	\$12,935.34
Bridle Path Lane	5.00	Asphalt	113	4.5	510.21	\$13,188.93
Sovereign Lane	5.00	Asphalt	89	6.0	532.98	\$13,777.53
Devonayer Court	5.00	Asphalt	81	7.0	568.47	\$14,694.95
Camden Court	5.00	Asphalt	79	7.5	592.13	\$15,306.43
<b>Galway Court</b>	<b>5.00</b>	<b>Asphalt</b>	<b>71</b>	<b>8.5</b>	<b>600.44</b>	<b>\$15,521.37</b>
Rolling Hills Drive	5.00	Asphalt	101	6.0	603.18	\$15,592.20
Coral Lane	5.00	Asphalt	93	6.5	606.19	\$15,670.01
Sunset Lane	5.00	Asphalt	102	6.0	612.36	\$15,829.51
Peters Lane	5.00	Asphalt	154	4.0	614.44	\$15,883.27
<b>Grist Street</b>	<b>5.00</b>	<b>Asphalt</b>	<b>128</b>	<b>5.0</b>	<b>638.95</b>	<b>\$16,516.86</b>
Wynn Street	5.00	Asphalt	147	5.0	733.86	\$18,970.15
Millwood Lane	5.00	Asphalt	106	7.0	739.13	\$19,106.51
Biscayne Court	5.00	Asphalt	100	7.5	752.78	\$19,459.23
Rockhaven Place	5.00	Asphalt	110	7.0	766.85	\$19,823.07
Goldie Court	5.00	Asphalt	231	3.5	809.45	\$20,924.15
Chinook Lane	5.00	Asphalt	127	6.5	824.46	\$21,312.29
Henderson Park Road	5.00	Asphalt	111	7.5	833.48	\$21,545.33
Windermere Court	5.00	Asphalt	112	7.5	840.53	\$21,727.57
Mapledawn Court	5.00	Asphalt	112	7.5	841.13	\$21,743.08
Matscot Court	5.00	Asphalt	113	7.5	844.35	\$21,826.45
Malabeam Lane	5.00	Asphalt	134	6.5	873.47	\$22,579.20
Fernwood Lane	5.00	Asphalt	126	7.0	883.26	\$22,832.27
Wharf Road	5.00	Asphalt	177	5.0	884.15	\$22,855.28
Banks Lane	5.00	Asphalt	129	7.0	904.19	\$23,373.31
Bayley Road	5.00	Asphalt	133	7.0	932.61	\$24,107.97
Mercer Drive	5.00	Asphalt	152	6.5	989.50	\$25,578.45



Partial Table 3A - Sorted by Condition Rating Asphalt / Microseal Streets						
Street	Condition Rating	Surface Type	Length (m)	Width (m)	Area (m <sup>2</sup> )	Cost (\$\$)
Royal Lane	5.00	Asphalt	142	7.0	993.58	\$25,684.04
McLaughlin Drive	5.00	Asphalt	285	3.5	999.01	\$25,824.28
Wright Lane	5.00	Asphalt	149	7.0	1045.52	\$27,026.69
Harry Miller Court	5.00	Asphalt	140	7.5	1049.48	\$27,128.93
Domville Lane	5.00	Asphalt	180	6.0	1077.12	\$27,843.55
Fir Lane	5.00	Asphalt	155	7.0	1087.66	\$28,116.01
Aspen Drive	5.00	Asphalt	157	7.5	1178.63	\$30,467.46
Lennox Drive	5.00	Asphalt	183	6.5	1188.01	\$30,709.93
Holder Street	5.00	Asphalt	174	7.5	1306.05	\$33,761.39
Golfclub Court	5.00	Asphalt	189	7.0	1319.78	\$34,116.31
Second Street (Fox Farm to Hazen)	5.00	Asphalt	257	5.5	1411.14	\$36,477.84
Valley Road	5.00	Asphalt	202	7.0	1415.75	\$36,597.14
Kirkpatrick Road	5.00	Asphalt	215	6.6	1419.00	\$36,681.15
Turnbull Court	5.00	Asphalt	242	6.0	1453.68	\$37,577.63
Schichilone Street	5.00	Asphalt	214	7.0	1495.76	\$38,665.40
Oakville Lane	5.00	Asphalt	170	9.0	1529.64	\$39,541.19
Aries Court	5.00	Asphalt	209	7.5	1563.90	\$40,426.82
Hibbard Lane	5.00	Asphalt	359	4.5	1614.47	\$41,733.92
Calistoga Road	5.00	Asphalt	270	6.5	1755.85	\$45,388.59
Woodland Avenue	5.00	Asphalt	329	5.5	1811.43	\$46,825.34
<b>Kent Street</b>	<b>5.00</b>	<b>Asphalt</b>	<b>263</b>	<b>7.0</b>	<b>1842.75</b>	<b>\$47,635.09</b>
Ricketts Lane	5.00	Asphalt	267	7.0	1870.96	\$48,364.32
Scovil Road	5.00	Asphalt	353	5.5	1939.52	\$50,136.59
Seville Row	5.00	Asphalt	280	7.0	1963.29	\$50,751.05
Dobson Lane	5.00	Asphalt	307	6.5	1995.76	\$51,590.40
Almon Lane	5.00	Asphalt	399	5.0	1996.95	\$51,621.16
<b>North Street</b>	<b>5.00</b>	<b>Asphalt</b>	<b>289</b>	<b>7.0</b>	<b>2024.26</b>	<b>\$52,327.12</b>
Ellis Drive	5.00	Asphalt	380	5.5	2091.65	\$54,069.15
Shipyard Road	5.00	Asphalt	402	5.3	2130.60	\$55,076.01
Elmhurst Crescent	5.00	Asphalt	330	6.5	2147.67	\$55,517.14
Spruce Street	5.00	Asphalt	308	7.0	2158.76	\$55,803.89
Capri Avenue	5.00	Asphalt	295	7.5	2210.33	\$57,136.90
Ian Crescent	5.00	Asphalt	403	5.5	2214.52	\$57,245.34
Garrison Drive	5.00	Asphalt	363	6.5	2358.14	\$60,957.79
Allison Drive	5.00	Asphalt	394	6.0	2364.78	\$61,129.56
Rosedale Avenue	5.00	Asphalt	323	7.5	2424.38	\$62,670.09
Post Road	5.00	Asphalt	352	7.0	2460.64	\$63,607.54
Dunrobin Street	5.00	Asphalt	353	7.0	2469.04	\$63,824.68
Eydie Drive	5.00	Asphalt	358	7.0	2503.27	\$64,709.53
Milne Street	5.00	Asphalt	518	5.0	2590.05	\$66,952.79
Weeden Avenue	5.00	Asphalt	434	6.0	2601.78	\$67,256.01
<b>Birchview Terrace</b>	<b>5.00</b>	<b>Asphalt</b>	<b>410</b>	<b>6.5</b>	<b>2667.73</b>	<b>\$68,960.82</b>
Vincent Road	5.00	Asphalt	279	9.6	2678.40	\$69,236.64
Scott Avenue	5.00	Asphalt	383	7.0	2681.14	\$69,307.47
Arthur Avenue	5.00	Asphalt	383	7.0	2683.03	\$69,356.33
Salmon Crescent	5.00	Asphalt	413	6.5	2685.15	\$69,411.13
Parkdale Avenue	5.00	Asphalt	361	7.5	2704.13	\$69,901.63
Holiday Drive	5.00	Asphalt	474	6.2	2938.80	\$75,967.98
Riverview Avenue	5.00	Asphalt	461	6.6	3042.60	\$78,651.21

Partial Table 3A - Sorted by Condition Rating Asphalt / Microseal Streets						
Street	Condition Rating	Surface Type	Length (m)	Width (m)	Area (m <sup>2</sup> )	Cost (\$\$)
Crescent Drive	5.00	Asphalt	530	6.0	3182.70	\$82,272.80
Kildare Court	5.00	Asphalt	497	7.0	3475.71	\$89,847.10
Hillsview Crescent	5.00	Asphalt	528	6.8	3590.40	\$92,811.84
Dobbin Street	5.00	Asphalt	553	7.0	3870.37	\$100,049.06
Rothesay Park Road	5.00	Asphalt	802	5.0	4010.00	\$103,658.50
Highland Avenue	5.00	Asphalt	560	7.4	4144.00	\$107,122.40
Sierra Avenue	5.00	Asphalt	602	7.0	4211.20	\$108,859.52
Appleby Drive	5.00	Asphalt	528	8.0	4226.48	\$109,254.51
Chatwin Street	5.00	Asphalt	588	7.5	4407.38	\$113,930.64
Carriage Way	5.00	Asphalt	556	8.0	4449.92	\$115,030.43
Scribner Crescent	5.00	Asphalt	624	7.5	4678.05	\$120,927.59
James Renforth Drive	5.00	Asphalt	670	7.3	4891.00	\$126,432.35
Cameron Road	5.00	Asphalt	833	6.0	4995.48	\$129,133.16
Chapel Road	5.00	Asphalt	816	7.0	5715.36	\$147,742.06
Ballpark Lane	5.00	Asphalt	819	7.0	5730.13	\$148,123.86
Frances Avenue	5.00	Asphalt	819	7.3	5978.70	\$154,549.40
River Road	5.00	Asphalt	945	6.5	6142.50	\$158,783.63
Sprucewood Avenue	5.00	Asphalt	898	7.0	6286.00	\$162,493.10
Cove Crescent	5.00	Asphalt	929	7.0	6500.06	\$168,026.55
McGill Road	5.00	Asphalt	989	7.0	6923.00	\$178,959.55
Monaco Drive	5.00	Asphalt	961	7.3	7015.30	\$181,345.51
Iona Avenue	5.00	Asphalt	1320	6.8	8976.00	\$232,029.60
Maliseet Drive	5.00	Asphalt	1597	7.2	11498.40	\$297,233.64
Millennium Drive	5.00	Asphalt	1562	7.4	11558.80	\$298,794.98
Marr Road	5.00	Asphalt	1453	9.0	13077.00	\$338,040.45
Total:						\$7,053,643.18

**Table 3A - Sorted by Condition Rating  
Asphalt / Microseal Streets**

Street	Condition Rating	Surface Type	Length (m)	Width (m)	Area (m <sup>2</sup> )	Cost (\$\$)
Shelley Court	5.00	Chip Seal	86	7.0	599.83	\$5,998.30
Donald Road	5.00	Chip Seal	102	6.0	612.6	\$6,126.00
Acre Court	5.00	Chip Seal	111	7.5	835.05	\$8,350.50
Imelda Lane	5.00	Chip Seal	119	7.5	890.85	\$8,908.50
Barsa Drive	5.00	Chip Seal	146	7.0	1024.94	\$10,249.40
Bridgete Lane	5.00	Chip Seal	138	7.5	1035.075	\$10,350.75
Acadia Avenue	5.00	Chip Seal	139	7.5	1044.225	\$10,442.25
Seaman Drive	5.00	Chip Seal	204	7.0	1427.72	\$14,277.20
Cosse Lane	5.00	Chip Seal	207	7.0	1448.44	\$14,484.40
Starkey Avenue	5.00	Chip Seal	308	6.5	2001.09	\$20,010.90
McGuire Road	5.00	Chip Seal	603	8.5	5122.27	\$51,222.70
					Total:	\$160,420.90
Private Roads						
Mulberry Lane	5.00	Gravel	147	6.0	879.72	\$8,797.20
Olsson Roadway	5.00	Gravel	66	7.5	492.375	\$4,923.75

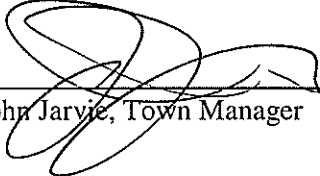


70 Hampton Road  
Rothesay, NB  
E2E 5L5 Canada

**Rothesay Council**  
**December 14, 2015**

**TO:** Mayor Bishop and Members of Rothesay Council

**SUBMITTED BY:**

  
\_\_\_\_\_  
John Jarvie, Town Manager

**DATE:** December 10, 2015

**SUBJECT:** Asphalt Resurfacing and Microsurfacing Placement Program –  
Prioritizing Mechanism

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### **RECOMMENDATION**

It is recommended that this report be received for information.

### **ORIGIN**

At their meeting of December 7, 2015 Council requested that the Director of Operations submit a memo outlining the process for selecting streets to be included in the annual resurfacing program.

### **BACKGROUND**

Dillon Consulting completed an index of street conditions in Rothesay in 2011/12. The index rated each street at the time of the visual inspection (field work completed in October 2011). The rating schedule is a 1.0 to 5.0 scale where a rating of 1.0 represents a street that is practically flawless and 5.0 represents a street that has no residual value and requires complete replacement. A five year capital plan was developed in 2012 based on the information in the Dillon Report.

The Condition Index was updated by Dillon in 2015 to reflect the current condition of all streets and the five year capital plan was adjusted accordingly for 2016.

## DISCUSSION

Rothsay's asphalt resurfacing program is primarily restricted to streets that have no major deficiencies in the curb/sidewalk and underground services. The resurfacing program is generally expensed in the year the work is completed ie. funded as capital from operating.

In cases where a street has poor surface quality and the underground services require replacement, a separate capital item for reconstruction is put before Council with a recommendation; such is the case with Almon Lane and Pétters Lane in the 2016 proposed budget. The budget for such a project is allocated among the different funds according to the opinion of probable cost for each service to be reconstructed and is generally funded through capital borrowing. This same methodology was used for the reconstruction of Hampton Road and Green Road in 2014.

Priorities are set for the annual asphalt placement program as follows:

- The (Dillon) Asphalt Condition Survey is reviewed to see which street surfaces are the highest rated on the 1 to 5 scale (5 being the worst) and a list of "possible contenders" is generated. This resource and rating structure only deals with surface quality;
- The underground infrastructure is reviewed based on service date (age) and material type and the list of "possible contenders" is adjusted accordingly;
- The curb/sidewalk inventory is reviewed based on age, cracking and base stability and the list of "possible contenders" is adjusted accordingly;
- The remaining "possible contenders" are grouped according to geographical area as mobilization costs are mitigated by keeping pavers in an area to do several streets rather than moving around the community to pave one street at a time;
- Planning and Development is consulted to determine potential impacts close to/connecting to streets or groups of streets that are "possible contenders" to ensure they won't sustain damage from construction activity soon after resurfacing;
- Cost estimates are generated for the "possible contenders" and a program is developed by the Town Engineer that fits the Council approved budget for resurfacing; (generally not all "possible contenders" become "contenders");
- The program is recommended to Council and if approved, design is completed which includes a video inspection of the underground services. If unexpected deficiencies are discovered on a particular street, the program may be adjusted to exclude that street, replace it with another street on the list of "possible contenders" or Council may be asked to increase funding to include the necessary service renewal (and generally adjust the funding source to capital borrowing);
- Once the program is finalized, a tender is issued, a contractor is engaged and the chosen "contender" streets are resurfaced.

Microseal, used interchangeably with the term microsurfacing, is a wearing course that Rothsay has used to produce a more uniform surface texture on the chipseal streets in Wells. Microseal does not bleed tar in warmer weather and has a texture and appearance very similar to conventional asphalt. Owing to the fact that microseal is a thin surface treatment, it is advantageous to place it on chipseal streets that have a

relatively low (good) condition rating. Chipseal streets that are heavily cracked or rutted are not good contenders for microseal placement.

The Town has informally adopted a process to place microseal on streets with a condition rating of 3.50 or under on the 1.0 to 5.0 scale. Streets that have a rating higher than 3.50 still have useful life and reasonable surface quality, however they do require a greater degree of upgrading such as additional base material and localized repair. Once a chipseal street passes the 3.50 condition stage, it is advantageous for the Town to delay rebuilding the street until it approaches a 5.0 condition, hence getting greater life out of the current surface. Delaying a 3.50 street until it becomes a 5.0 street does not increase the rebuilding costs by any significant amount. Given the number of 5.0 condition or “rebuild streets” that Rothesay has in its inventory, it is more cost effective to spend rebuilding dollars in those locations while the remaining useful life of streets in the 3.5 – 5.0 range is taken advantage of.

Priorities are set for Microseal Placement as follows:

- The (Dillon) Asphalt Condition Survey is reviewed to see which street surfaces are rated between 1.0 and 3.50 and a list of “possible contenders” is generated.
- The “possible contenders” are grouped according to geographical area as mobilization costs are mitigated by keeping pavers in an area to do several streets rather than moving around the community to pave one street at a time;
- Planning and Development is consulted to determine potential impacts close to/connecting to streets or groups of streets that are “possible contenders” to ensure they won’t sustain damage from construction activity soon after the microseal is placed;
- Cost estimates are generated for the “possible contenders” and a program is developed by the Town Engineer that fits the Council approved budget for microseal placement; (generally not all “possible contenders” become “contenders”);
- The program is recommended to Council and if approved, design is completed which includes a ground penetrating radar scan of the base material. If the radar detects serious inconsistencies or discontinuities in the base material on a particular street, the program may be adjusted to exclude that street, replace it with another street on the list of “possible contenders” or Council may be asked to increase funding to complete some level of road base reconstruction;
- Once the program is finalized, a tender is issued, a contractor is engaged and the chosen “contender” streets are microsurfaced.

The recommended 2016 asphalt resurfacing and microseal placement program was developed using the guidelines listed above. During the budget review process Council elected to remove McGuire Road and Barra Court from the list of “contenders” owing to the cost vs relative use and to remove Terri Street owing to planned future disruption in the local area that could damage any new road surfacing. Council subsequently directed the Engineer to include a replacement or replacements for these removed streets while maintaining the proposed budget envelope. The original selection process and the list of “possible contenders” were revisited and the eventual recommendation was to include the rebuilding of Chantale Street in the 2016 budget year.

Chantale Street was rated 4.40 for surface condition in the 2015 Dillon Report; however the base under Chantale is known to be in very poor condition and the street has subsequently been heavily patched since

it was resurfaced with Chipseal in 2011. Chantale Street connects to Willie and Hutson Streets which were both microsurfaced in 2014 and it remains the only street in that general area which has not been redone; the reason for this is the fact that it cannot simply be microsurfaced, it must be rebuilt owing to the base conditions. During the Council debate surrounding which streets should be included in the annual program it was suggested that another criteria in the selection process should be the number of dwellings on a particular street. There are currently 11 streets in the Wells neighborhood that require rebuilding prior to microsurfacing. The longest of the 11 is McGuire Road which has no homes along its entire length and the second longest is Donald Road which has only a few homes. Chantale Street has 31 homes along its length. The overall area of Chantale Street is 7500 square metres and the rebuild cost is \$30.00 per square metre. In comparison, the cost to rebuild a traditional asphalt street is \$41.40 in 2015 dollars.

The rebuilding of Chantale street is warranted by the base conditions, the surface condition rating and the rebuild cost which fits within the overall (proposed) budget envelope for 2016 with the removal of McGuire Road and Terri Street. There are always other “contenders” that could be recommended, however staff is of the opinion that Chantale is the optimal contender in the coming year. If Council opted to allocate the same budget amount to a number of different streets rather than one larger street such as Chantale, the “contenders” recommended by staff would be Andrew Crescent and Ryan Drive for microsurfacing and Imelda Lane and Brigitte Lane for rebuilding. The selection of these four streets is based upon the same selection criteria as the original program.

The proposed program is as follows:

The 2016 Streets recommended for asphalt resurfacing:

- Progress Court 5.0
- Highbrook Court 5.0
- Barbara Court 5.0
- Lori Court 5.0
- Wendy Court 5.0
- Galway Court 5.0
- Grist Street 5.0
- Kent Street 5.0
- North Street 5.0
- Ballpark Road 5.0
- Birchview Terrace 5.0

The 2016 Streets recommended for microseal placement:

- Niomi Street 2.4
- Wells Lane 1.2
- Esther Street 3.4
- Luke Street 4.4
- Robin Lane 1.6
- James Street 2.0
- Chantale Street 4.4  
(requires complete rebuild of base)
- Acre Court 5.0  
(small court with low traffic, microseal is recommended even though its outside the 3.5 rating)



Report Prepared by:   
Brett McLean, Director of Operations

Report Reviewed by:   
Doug MacDonald, Treasurer

*A copy of this report can be obtained by contacting the Rothesay Town Clerk, 70 Hampton Road, Rothesay, NB E2E 5L5 (506-848-6664).*



# ROTHESAY



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## GENERAL OPERATING FUND BUDGET 2016 – HIGHLIGHTS

1. Total Operating Budget \$16,750,000, a 2.46% increase over the 2015 budget
2. Overall property tax assessments up by 0.81%
3. Tax rate **increase of 1 cent to \$1.21** per \$100 of assessment
4. **Protective Services** budget increase to reflect increases in fire and police and additional EMO expenditures.
5. **Transportation Services** shows an increase due to operational increases including additional equipment maintenance, snow removal costs, etc.
6. **Environmental Health Services** includes garbage collection and disposal and a full year of curbside recycling.
7. **Environmental Development Services** has increased to reflect provision for revisions to the Municipal Plan.
8. **Recreation & Cultural Services** has increased to reflect operational increases and an increase in the cost of regional facilities.
9. **Fiscal Services** has increased to reflect new debt repayment costs.

Total expenditures are as follows:

General Government Services	\$ 2,033,000
Protective Services	4,744,000
Transportation Services	3,365,000
Environmental Health Services	638,000
Environmental Development	641,000
Recreation and Cultural Services	1,904,000
Fiscal Services	1,086,000
Capital Expenditures	<u>2,339,000</u>
Total Budget	<u>\$ 16,750,000</u>

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# Town of Rothesay

## General Fund Master Budget 2016

	Year End Outlook	Budget 2015	Budget 2016
<b>REVENUE</b>			
Warrant of Assessment	14,718,978	14,718,978	14,961,842
Sale of Services	323,401	384,700	345,700
Services to Province of New Brunswick	66,306	66,306	60,000
Other Revenue from Own Sources	570,975	140,729	106,553
Unconditional Grant	116,262	116,262	118,987
Conditional Transfers	22,863	26,500	21,500
Other Transfers	894,025	894,025	1,135,418
	<u>\$ 16,712,810</u>	<u>\$ 16,347,500</u>	<u>\$ 16,750,000</u>
<b>EXPENSES</b>			
General Government Services	1,956,415	2,053,519	2,032,455
Protective Services	4,589,973	4,567,051	4,744,123
Transportation Services	3,291,982	3,355,933	3,365,331
Environmental Health Services	641,227	633,000	638,000
Environmental Development	560,749	619,122	641,022
Recreation & Cultural Services	1,798,554	1,791,344	1,903,676
	<u>12,838,900</u>	<u>13,019,969</u>	<u>13,324,608</u>
Fiscal Services	3,448,269	3,327,531	3,425,393
	<u>\$ 16,287,169</u>	<u>\$ 16,347,500</u>	<u>\$ 16,750,000</u>
Surplus (Deficit) for the Year	\$ 425,641	\$ 0	-\$ 0

# 2015Dec14OpenSessionFINAL\_231

	Year End Outlook	Budget 2015	Budget 2016
<b>REVENUE</b>			
<b>Sale of Services</b>			
Bill McGuire Memorial Centre	30,000	22,000	31,200
Town Hall Rent	8,490	69,600	19,600
Rental Revenue	9,807	11,200	10,000
Arena Revenue	216,800	228,000	230,000
Community Garden	840	900	900
Recreation Programs	57,464	53,000	54,000
	<b>\$ 323,401</b>	<b>\$ 384,700</b>	<b>\$ 345,700</b>
<b>Other Revenue from Own Sources</b>			
Licenses & Permits	133,010	80,000	85,000
Police Fines	40,775	48,000	13,741
Interest	25,000	5,000	5,000
Miscellaneous	372,000	7,729	2,812
History Book Sales	190	-	-
	<b>\$ 570,975</b>	<b>\$ 140,729</b>	<b>\$ 106,553</b>
<b>Conditional Transfers</b>			
Canada Day Grant	2,500	1,500	1,500
Grant - Other	20,363	25,000	20,000
	<b>\$ 22,863</b>	<b>\$ 26,500</b>	<b>\$ 21,500</b>
<b>Other Transfers</b>			
Surplus of 2nd Previous Year	84,025	84,025	285,418
Utility Fund Transfer	810,000	810,000	850,000
	<b>\$ 894,025</b>	<b>\$ 894,025</b>	<b>\$ 1,135,418</b>
<b>EXPENSES</b>			
<b>General Government Services</b>			
<b>Legislative</b>			
Mayor	34,100	35,600	36,475
Councillors	105,200	104,000	104,059
Regional Service Commission 9	6,983	7,235	7,500
Other	6,500	17,000	11,000
	<b>\$ 152,784</b>	<b>\$ 163,835</b>	<b>\$ 159,034</b>
<b>Administrative</b>			
Office Building	164,936	190,000	153,100
Solicitor	50,000	35,000	35,000
Administration - Wages & Benefits	956,500	975,000	985,200
Supplies	87,708	104,900	97,900
Professional Fees	35,000	50,000	50,000
Other	70,000	76,161	67,337
	<b>\$ 1,364,144</b>	<b>\$ 1,431,061</b>	<b>\$ 1,388,537</b>

# 2015Dec14OpenSessionFINAL\_232

	Year End Outlook	Budget 2015	Budget 2016
Other General Government Services			
Community Communications	6,500	9,000	7,000
Civic Relations	3,000	7,000	4,000
Insurance	145,993	146,166	157,000
Donations	38,500	48,500	67,000
Cost of Assessment	237,957	237,957	239,884
Property Taxes - L.P.P.	7,537	10,000	10,000
	<u>\$ 439,487</u>	<u>\$ 458,623</u>	<u>\$ 484,884</u>
	<u>\$ 1,956,415</u>	<u>\$ 2,053,519</u>	<u>\$ 2,032,455</u>
<b>Protective Services</b>			
Police			
Police Protection	2,191,155	2,191,352	2,244,033
Crime Stoppers	2,800	2,800	2,800
	<u>\$ 2,193,955</u>	<u>\$ 2,194,152</u>	<u>\$ 2,246,833</u>
Fire			
Fire Protection	1,885,008	1,861,889	1,939,032
Water Costs Fire Protection	350,000	350,000	375,000
	<u>\$ 2,235,008</u>	<u>\$ 2,211,889</u>	<u>\$ 2,314,032</u>
Emergency Measures			
911 Communications Centre	124,010	124,010	133,758
EMO Director/Committee	5,000	20,000	25,000
	<u>\$ 129,010</u>	<u>\$ 144,010</u>	<u>\$ 158,758</u>
Other			
Animal & Pest Control	7,000	12,000	9,500
Other	25,000	5,000	15,000
	<u>\$ 32,000</u>	<u>\$ 17,000</u>	<u>\$ 24,500</u>
Total Protective Services	<u>\$ 4,589,973</u>	<u>\$ 4,567,051</u>	<u>\$ 4,744,123</u>

# 2015Dec14OpenSessionFINAL\_233

	Year End Outlook	Budget 2015	Budget 2016
<b>Transportation Services</b>			
Common Services			
Administration (Wages & Benefits)	1,744,000	1,765,753	1,784,983
Workshops, Yards & Equipment	541,138	585,500	580,500
Engineering	4,000	15,000	5,000
	<b>\$ 2,289,138</b>	<b>\$ 2,366,253</b>	<b>\$ 2,370,483</b>
Street Cleaning & Flushing	35,000	35,000	35,000
Roads & Streets	73,000	83,000	83,000
Crosswalks & Sidewalks	15,500	18,000	14,349
Culverts & Drainage Ditches	67,000	80,000	60,000
Snow & Ice Removal	507,081	459,000	512,000
	<b>\$ 697,581</b>	<b>\$ 675,000</b>	<b>\$ 704,349</b>
Street Lighting	145,000	147,680	146,000
Traffic Services			
Street Signs	13,000	10,000	10,000
Traffic Lanemarking	20,038	24,000	26,000
Traffic Signals	25,000	18,000	25,000
Railway Crossing	18,000	24,000	18,000
	<b>\$ 76,038</b>	<b>\$ 76,000</b>	<b>\$ 79,000</b>
Public Transit			
Public Transit - Comex Service	78,225	87,000	62,000
KV Committee for the Disabled	2,500	2,500	-
Public Transit - Other	3,500	1,500	3,500
	<b>\$ 84,225</b>	<b>\$ 91,000</b>	<b>\$ 65,500</b>
Total Transportation Services	<b>\$ 3,291,982</b>	<b>\$ 3,355,933</b>	<b>\$ 3,365,331</b>
<b>Environmental Health Services</b>			
Solid Waste Disposal Land Fill	210,000	230,000	210,000
Solid Waste Disposal Compost	26,000	28,000	28,000
Solid Waste Collection	260,000	270,000	260,000
Solid Waste Collection Curbside Recycling	95,227	70,000	90,000
Clean Up Campaign	50,000	35,000	50,000
	<b>\$ 641,227</b>	<b>\$ 633,000</b>	<b>\$ 638,000</b>

# 2015Dec14OpenSessionFINAL\_234

	Year End Outlook	Budget 2015	Budget 2016
<b>Environmental Development Services</b>			
<b>Planning &amp; Zoning</b>			
Administration	438,600	472,000	443,900
Planning Projects	25,000	50,000	100,000
Heritage Committee	7,527	7,500	7,500
	<u>\$ 471,127</u>	<u>\$ 529,500</u>	<u>\$ 551,400</u>
Economic Development Comm.	86,422	86,422	86,422
Tourism	3,200	3,200	3,200
	<u>\$ 89,622</u>	<u>\$ 89,622</u>	<u>\$ 89,622</u>
	<u>\$ 560,749</u>	<u>\$ 619,122</u>	<u>\$ 641,022</u>
<b>Recreation &amp; Cultural Services</b>			
Administration	237,291	235,800	242,315
Beaches	50,985	60,800	57,784
Rothsay Arena	298,567	263,500	276,381
Memorial Centre	59,433	63,000	63,000
Summer Programs	58,050	58,700	56,049
Parks & Gardens	533,100	531,000	546,400
Playgrounds and Fields	100,000	117,800	108,000
Common Operations	-	-	36,600
Big Rothsay Read	1,868	1,000	1,000
Special Events	33,823	31,500	36,500
sub total	<u>1,373,117</u>	<u>1,363,100</u>	<u>1,424,029</u>
Regional Facilities Commission	350,472	350,472	390,071
Kennebecasis Public Library	73,765	73,772	85,576
Rothsay Living Museum	1,200	4,000	4,000
	<u>\$ 1,798,554</u>	<u>\$ 1,791,344</u>	<u>\$ 1,903,676</u>
<b>Fiscal Services</b>			
<b>Debt Charges</b>			
Interest	201,769	186,031	256,393
Debenture Payments	669,000	669,000	830,000
	<u>\$ 870,769</u>	<u>\$ 855,031</u>	<u>\$ 1,086,393</u>
<b>Transfers To:</b>			
Capital Fund for Capital Expenditures	2,145,000	2,040,000	2,179,000
Reserve Funds	422,500	422,500	150,000
Town Hall Reserve Transfer	10,000	10,000	10,000
	<u>\$ 2,577,500</u>	<u>\$ 2,472,500</u>	<u>\$ 2,339,000</u>
	<u>\$ 3,448,269</u>	<u>\$ 3,327,531</u>	<u>\$ 3,425,393</u>



## GENERAL CAPITAL FUND BUDGET 2016 – HIGHLIGHTS

1. Total Capital Budget of \$2.979 million
2. **Transportation**
  - Street surfacing of \$1.255 million (includes asphalt and micro-sealing)
  - Storm sewers and drainage improvements of \$200,000 (includes Peters and Almon Lane)
  - Curb and sidewalk improvements of \$250,000
  - Equipment includes a new backhoe for approx. \$230,000.
  - Designated highway funding of \$250,000 assuming Provincial cost sharing
3. **Recreation**
  - Includes parking lot improvements of \$135,000 and Cathodic Protection for the Renforth Wharf of \$60,000

# Town of Rothesay

## Capital Plan Summary

### General Fund

#### Services

	Total	Operating	Reserves	Gas Tax	Grants	Borrow
<b>GEVERAL GOVERNMENT</b>						
Building			-	-	-	-
IT	75,000	75,000				
	75,000	75,000	-	-	-	-
<b>PROTECTIVE</b>						
	26,000	26,000	-	-	-	-
	26,000	26,000	-	-	-	-
<b>TRANSPORTATION</b>						
Buildings	135,000	135,000	-	-	-	-
Designated Highways	250,000	250,000	-	-	-	-
Drainage	200,000	-	-	-	-	200,000
Street surfacing	1,255,000	805,000	300,000	-	-	150,000
Sidewalks	250,000	100,000	-	150,000	-	-
Design Studies	130,000	130,000	-	-	-	-
Equipment	343,000	343,000	-	-	-	-
	2,563,000	1,763,000	300,000	150,000	-	350,000
<b>RECREATION</b>						
Buildings	175,000	175,000				
Trails	20,000	20,000				
Equipment	120,000	120,000	-	-	-	-
	315,000	315,000	-	-	-	-
Total Capital Expenditures	\$ 2,979,000	\$ 2,179,000	\$ 300,000	\$ 150,000	\$ -	\$ 350,000
	\$ 2,979,000					

Town of Rothesay

General Government Capital Budget

	2016	Operating	Reserves	Grants	Borrow
Server and iPads	75,000	75,000			
	\$ 75,000	\$ 75,000	\$ -	\$ -	
		\$ 75,000			

# Town of Rothesay

## Protective Services Capital Budget

	2016	Operating	Reserves	Grants	Borrow
Heat Pumps - Sta 1	20,000	20,000			
4 sets turn out gear	10,000	10,000			
Fitness Equipment	13,000	13,000			
Aux personal protective equipment	11,000	11,000			
fire hose	10,000	10,000			
	<u>\$ 64,000</u>	<u>\$ 64,000</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

2015 Percentage                      \$ 64,000  
40.69%

\$ 26,039    \$ 26,039    \$ -    \$ -    \$ -

\$ 26,039

rounded            \$ 26,000

## Town of Rothesay

## 2016 BUDGET YEAR

	Operating	Reserves	Gas Tax	Provincial	Borrow
<b>Municipal Streets</b>					
Asphalt Surface Course, Various Streets.	600,000	300,000	300,000		
Wells; Microsurfacing treatment	385,000	385,000			
Street Trees	10,000	10,000			
RA5 River road	60,000	60,000			
Almon Lane Street (including come curb)	100,000				100,000
Peters Lane Street (including some curb)	50,000				50,000
Tree guards for Hampton Road	-				
Oakville Acres paths and footbridges	50,000	50,000			-
	1,255,000	805,000	300,000	-	150,000
<b>Municipal Curb &amp; Sidewalk</b>					
Curb and Gutter, Sidewalk improvements, Various Streets.			-		
Curb and Sidewalk Parkdale/Chapel (5 year plan)	250,000	100,000	150,000		
	250,000	100,000	-	150,000	-
<b>Municipal Drainage</b>					
Almon Lane storm	125,000		-		125,000
Peters Lane storm	75,000		-		75,000
General renewal of existing					
	200,000	-	-	-	200,000
<b>Municipality Designated Highways</b>					
Hampton Road, Henderson to Rothesay Road (Rothesay share)	250,000	250,000		-	
	250,000	250,000	-	-	-
<b>Municipal Design Studies/future engineering</b>					
Oakville Lane Storm Sewer/street design 2017	30,000	30,000			
2017 Asphalt program design	60,000	60,000			
General Specification for contracting	40,000	40,000			
	130,000	130,000	-	-	-
<b>Municipal Buildings &amp; Structures</b>					
Master Drive Site Development (salt shed)	125,000	125,000			
Bicycle racks (Town Hall, Arena, McGuire, AMF)	10,000	10,000			
	135,000	135,000	-	-	-
<b>Municipal Equipment Replacement Program</b>					
Backhoe replacement (deferred from 2015)	230,000	230,000	-		
Replace RO69 (3/4 ton service vehicle)	50,000	50,000			-
Blower for third trackless	15,000	15,000			
Blower for skidsteer	20,000	20,000			
Tree mulcher for skidsteer	28,000	28,000			
	343,000	343,000	-	-	-
<b>2016 Municipal Capital Plan Totals</b>					
2016 Municipal Streets Plan	1,255,000	805,000	300,000	-	150,000
2016 Municipal Curb & Sidewalk Plan	250,000	100,000	-	150,000	-
2016 Municipal Drainage Plan	200,000	-	-	-	200,000
2016 Municipal Buildings	135,000	135,000	-	-	-
2016 Designated Highways Plan:	250,000	250,000	-	-	-
2016 Municipal Design Studies	130,000	130,000	-	-	-
2016 Municipal Equipment Replacement Program	343,000	343,000	-	-	-
<b>2016 ESTIMATED CAPITAL WORKS PROGRAM</b>	<b>\$ 2,563,000</b>	<b>\$ 1,763,000</b>	<b>\$ 300,000</b>	<b>\$ 150,000</b>	<b>\$ - \$ 350,000</b>

# Town of Rothesay

## Recreation & Culture Capital Budget

	2016	Operating	Reserves	Grants	Borrow
Common	30,000	30,000			
Security Cameras	30,000	30,000			
Cathodic Protection - Renforth Wharf	60,000	60,000			
Arena Lobby Roof & tie off	30,000	30,000			
Wells Park paving	20,000	20,000			
Parks Garage Roof	20,000	20,000			
McGuire Parking Lot	125,000	125,000			
	\$ 315,000	\$ 315,000	\$ -	\$ -	
		\$ 315,000			



2015 Dec 14 Open Session FINAL\_241  
**ROTHESAY**  
INTEROFFICE MEMORANDUM



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TO : Mayor & Council  
FROM : Doug MacDonald, Treasurer  
DATE : December 9, 2015  
RE : Motions for General Fund Capital and Operating Budgets 2016

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The Finance Committee recommends the following motions:

**Motion: General Capital Fund**

**RESOLVED** that the General Fund 2016 Capital Budget of \$2,979,000 be approved, as per attached.

**Motion: General Operating Fund**

**RESOLVED** that the sum of **\$16,750,000** be the total operating budget of the Municipality, that the sum of **\$14,961,842** be the Warrant of the Municipality for the ensuing year, and that the tax rate for the municipality be **\$1.2100**.

The Council orders and directs the levying by the Minister of Environment and Local Government of said amount on real property liable to taxation under the *Assessment Act* within the Municipality of Rothesay.

**RESOLVED** that the following 2016 **total** budgets and requests be approved as submitted:

		Rothsay Share
Regional Facilities Commission	\$3,133,098	\$390,071
Enterprise Saint John	approx. \$2,000,000	\$86,422
Fundy Region Service Commission	\$8,458,006	approx. \$240,000
Kennebecasis Public Library	\$ 213,674	\$85,576

**RESOLVED** that the following 2016 total budgets be approved as follows:

Kennebecasis Valley Fire Department Inc.

Operating:	\$4,701,861	\$1,939,032
Capital:	\$ 64,000	\$26,530

Rothsay Regional Joint Board of Police Commissioners

\$5,470,648	\$2,244,033
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Rothsay Living Museum

\$ 4,000	\$4,000
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# ROTHESAY

TO:

FROM:

RE:

2015Dec14OpenSessionFINAL\_242

-2-

(DATE)

**RESOLVED** that the following 2016 funding requests be approved as follows:

Dalhousie Medicine	\$ 5,000	5 <sup>th</sup> of 5 year commitment
Rothsay High School	\$ 1,000	Fairweather Scholarship
KV3C	\$ 2,500	maximum, reimbursing for wages
YMCA	<u>\$ 10,000</u>	2 <sup>nd</sup> of 5 year commitment
Total	\$ 18,500	Donations & Cultural Support

## Other Requests –

### Motion on individual recommendations:

Saint John Theatre Company	\$ 1,000 - recommended
Cherry Brook Zoo	\$ 5,000 – recommended
Symphony NB	\$ 2,500 - recommended
N.B. Medical Education Trust	\$ 5,000 – recommended
KV Oasis	<u>\$10,000</u> – recommended
	\$23,500

Unallocated donations budget \$25,000

Total donations budget \$67,000



# ROTHESAY



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## UTILITY OPERATING FUND BUDGET 2016 HIGHLIGHTS

1. Total Revenue \$3,050,000
2. Revenue from sale of water increased to \$962,000; (base rate from \$1.06 per cubic metre to \$1.15 per cubic metre)
3. Revenue from sewerage services increased to \$1,520,000 sewer rates are increased from \$340 per equivalent user to \$350 per equivalent unit
4. Total operating expenses increased by 5.3% to approximately \$2,321,000
5. Largest increases in water expenses in purification/ treatment due to annual wells cleaning and increased chemical costs.
6. Sewer system expenses increased due to higher flushing and maintenance costs, man-hole repairs, etc..

### - Expenses:

Water Supply	\$ 737,000
Sewer Collection and Disposal	814,000
Fiscal Services	770,000
Capital expenditures	<u>729,000</u>
Total	<u>\$ 3,050,000</u>

### - Revenue:

Sale of Water	\$ 962,000
Sewerage services	1,520,000
Other Revenue	<u>568,000</u>
	<u>\$ 3,050,000</u>

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# Town of Rothesay

2016 UTILITY OPERATING FUND BUDGET 2015 Dec 14 Open Session FINAL\_244

	Outlook	2015 Budget	2016 Budget
<b>REVENUE</b>			
1 Sale of Water	\$ 892,626	\$ 890,400	\$ 962,000
2 Water Connection Fees	48,200	35,000	35,000
3 Meter and Non-Hookup Fees	35,684	30,000	35,000
4 Water Supply for Fire Protection	350,000	350,000	375,000
5 Sewerage Services	1,474,612	1,473,400	1,520,000
6 Sewer Connection Fees	24,300	30,000	25,000
7 Development infrastructure-		-	
8 Interest Earned	48,618	35,000	40,000
9 Transfer from operating reserve		-	
10 Prior Years surplus		-	
11 Local improvement levy	59,269	60,000	55,000
12 Misc Revenue	4,000	5,000	3,000
<b>TOTAL REVENUE</b>	<b>\$ 2,937,309</b>	<b>\$ 2,908,800</b>	<b>\$ 3,050,000</b>

## EXPENDITURES

<b>WATER SUPPLY</b>			
13 Share of Overhead Expenses	\$ 243,000	\$ 243,000	\$ 255,000
14 Profess. Fees/Legal/Training	15,000	15,000	15,000
15 Purification/Treatment	310,000	262,348	304,000
16			
17 Water Purchased	1,000	1,200	1,000
18 Trans/Distribution	87,000	87,000	97,000
19 Power & Pumping	45,000	48,000	47,000
20 Billing and Collections	5,000	3,000	3,000
21 Other Expenses	16,000	16,000	15,000
<b>TOTAL WATER SUPPLY</b>	<b>\$ 722,000</b>	<b>\$ 675,548</b>	<b>\$ 737,000</b>

<b>SEWERAGE COLLECTION AND DISPOSAL</b>			
22 Share of Overhead Expenses	\$ 567,000	\$ 567,000	\$ 595,000
23 Profess. Fees/Legal/Training	25,000	28,860	29,000
24 Collection System	110,000	85,800	86,000
25 Lift Stations	25,000	19,000	29,000
26 Treatment/Disposal	60,000	74,250	68,000
27 Other Expenses	10,000	10,500	6,892
<b>TOTAL SEWERAGE COLL &amp; DISP</b>	<b>\$ 797,000</b>	<b>\$ 785,410</b>	<b>\$ 813,892</b>

\$ 1,519,000 \$ 1,460,958 \$ 1,550,892

<b>FISCAL SERVICES</b>			
28 Interest on Short Term Loans		\$ -	\$ 60,000
29 Interest on Long Term Debt- Water	225,307	225,307	216,522
30 Interest on Long Term Debt- Sewer	43,756	43,756	42,548
31 Principal Repayment- Water	352,765	352,765	386,293
32 Principal Repayment- Sewer	63,940	63,940	65,100
	685,768	685,768	770,463
	2,204,768	2,146,726	2,321,355
33 Trf to Reserves - connect fees	72,500	60,000	60,000
34 Trf to Reserves-Dev infrastruc.			
35 Trsfr to Reserve Accts - other	-	128,298	30,000
36 Capital Fund	565,000	500,000	475,000
37 Prev Yrs Deficits	73,776	73,776	163,645
<b>TOTAL FISCAL SERVICES</b>	<b>\$ 1,397,044</b>	<b>\$ 1,447,842</b>	<b>\$ 1,499,108</b>

<b>TOTAL EXPENSES</b>	<b>\$ 2,916,044</b>	<b>\$ 2,908,800</b>	<b>\$ 3,050,000</b>
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<b>NET INCOME (LOSS)</b>	<b>\$ 21,265</b>	<b>\$ 0</b>	<b>\$ (0)</b>
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## UTILITY CAPITAL FUND BUDGET 2016 – HIGHLIGHTS

1. Capital Budget totals \$8.9 million;
2. The water budget includes water supply development, Peters and Almon Lane.
3. The sewer budget includes the first phase of the waste water treatment facility upgrades which includes improvements to sewer lines and lift stations and Peters and Almon Lane. The total budget relating to the waste water treatment project is \$7.5 million of which \$5 million is funded through the Build Canada program.

# Town of Rothesay

## 2016 Draft Utilities Capital Plan Detail

UTILITY CAPITAL PLAN - 2016	Original 2016	Revisions	Revised 2016	Capital Reserves	Grants	Gas Tax/ Infrastructure	Operating	Borrow
<b>WATER CAPITAL PLAN - 2016</b>								
Peters Lane	\$ 150,000	\$ -	\$ 150,000	\$ -		\$ -	\$ -	\$ 150,000
Almon Lane	275,000	-	275,000	-		\$ -	-	275,000
Water Plant Bldg, Aux Bldg	200,000		200,000			-	200,000	
Water tank mixing system	25,000		25,000			-	25,000	
Supply development	250,000	-	250,000	-		-	250,000	-
	<u>\$ 900,000</u>	<u>\$ -</u>	<u>\$ 900,000</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 475,000</u>	<u>\$ 425,000</u>
<b>SEWER CAPITAL PLAN - 2016</b>								
WWTF Phase 1	\$ 7,500,000	\$ -	\$ 7,500,000	\$ -	\$ 5,000,000	\$ -	\$ -	\$ 2,500,000
Response unit	80,000	-	80,000	80,000	-	-	-	-
Peters Lane	150,000	-	150,000	-	-	-	-	150,000
Almon Lane	275,000	-	275,000	-	-	-	-	275,000
	<u>\$ 8,005,000</u>	<u>\$ -</u>	<u>\$ 8,005,000</u>	<u>\$ 80,000</u>	<u>\$ 5,000,000</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 2,925,000</u>
<b>TOTAL CAPITAL 2016</b>	<b>\$ 8,905,000</b>	<b>\$ -</b>	<b>\$ 8,905,000</b>	<b>\$ 80,000</b>	<b>\$ 5,000,000</b>	<b>\$ -</b>	<b>\$ 475,000</b>	<b>\$ 3,350,000</b>



2015 Dec 14 Open Session FINAL\_247  
**ROTHESAY**  
**INTEROFFICE MEMORANDUM**



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TO	:	Mayor & Council
FROM	:	Doug MacDonald, Treasurer
DATE	:	December 8, 2015
RE	:	Motions for Utility Fund Capital and Operating Budget 2016

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The Finance Committee recommends the following motions:

**Utility Fund Capital Budget 2016**

**Motion:**

**Resolved** that the Utility Fund 2016 Capital Budget of \$8,905,000 be approved as per attached.

**Utility Fund Operating Budget 2016**

**Motion:**

**Resolved** that pursuant to paragraph 189(4) of the Municipalities Act, the total budget for the Water and Sewerage Utility for the ensuing year would consist of total revenues of \$3,050,000 and total expenditures of \$3,050,000

**Motion:**

**Resolved** that the sewer service charge in schedule "B" of by-law 6-04 be \$350.00 per equivalent user unit.

**Motion:**

**Resolved** that the fee schedule "E" of by-law 7-04, page 1, be changed to the following rates:

**Water Meter Rental Rates (Section 5.2)**

Meter Size	Total	Quarterly (over 3 years)
5/8 inch	\$ 150.00	\$ 12.50
3/4 inch	\$ 195.00	\$ 16.25
1 inch	\$ 243.00	\$ 20.25
1 1/2 inch	\$ 573.00	\$ 47.75
2 inch	\$ 810.00	\$ 67.50







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TO : Mayor Bishop and Members of Council

Submitted By:   
John Farvie, Town Manager

DATE : December 9, 2015

RE : General Fund Reserve Motions 2015

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**Recommendation:**

It is recommended that Rothesay Mayor and Council approve the following motions:

RESOLVED THAT the sum of \$1,200,000 be transferred from the General Operating Fund to the General Capital Reserve Fund to cover the costs of future Capital projects.

BE IT RESOLVED THAT the sum of \$170,000 be transferred from the General Operating Fund to the General Operating Reserve Fund to cover future operating costs.

RESOLVED THAT the sum of \$10,000 be transferred from the General Operating Fund to the Capital Reserve Fund (Town Hall) for the year 2015.

RESOLVED THAT Gas Tax Funding in the amount of \$800,908 for the year 2015, be transferred to the General Capital Reserve Fund (Gas Tax).

BE IT RESOLVED THAT the sum of \$1,303.56 be transferred from the General Operating Fund to the Land for Public Purposes Reserve Fund for external contributions.

BE IT RESOLVED THAT the sum of \$1,500.00 be transferred from the Land for Public Purposes Fund to the General Operating Fund to cover costs of refunds.

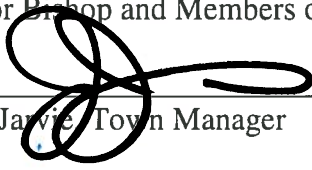
RESOLVED THAT Council authorizes the expensing of General Capital Projects through the General Operating Fund up to \$2,500,000.

Report Prepared by:   
Doug MacDonald, Treasurer



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TO : Mayor Bishop and Members of Council

Submitted By:   
John Jarvie, Town Manager

DATE : December 9, 2015

RE : Water and Sewer Fund Reserve Motions 2015

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**Recommendation:**

It is recommended that Rothesay Mayor and Council approve the following motions:

RESOLVED that \$88,320 be transferred from the Utility Operating Fund to the Utility Capital Reserve Fund for water and sewer connection fees.

RESOLVED that \$100,000 be transferred from the General Capital Reserve Fund (Gas Tax) to the Utility Capital Fund to cover project costs.

RESOLVED that \$350,000 be transferred from the Utility Capital Reserve Fund to the Utility Capital Fund to cover project costs.

RESOLVED that \$4,000 be transferred from the Utility Operating Fund to the Utility Capital Reserve Fund for Rothesay's contribution to the Sewage Outfall Reserve.

RESOLVED that \$10,416.00 received from Quispamsis for Sewage Outfall be transferred to the Utility Capital Reserve Fund.

RESOLVED that Council authorizes the expensing of Utility Capital Expenditures through the Utility Operating Fund up to \$600,000.

Report Prepared by:   
Doug MacDonald, Treasurer



# ROTHERSAY

## MEMORANDUM



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TO	Mayor and Council
FROM	Doug MacDonald
DATE	December 8, 2015
RE	Insurance Coverage

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### Recommendation:

The Mayor and Clerk be authorized to enter a contract with Cain Insurance Services Ltd. and Jardine Lloyd Thompson for Insurance coverage for the period from January 1, 2016 to December 31, 2016 at an aggregate fee of \$156,283.

### Background:

The Finance Committee, at its meeting of September 22, 2015, authorized a process to obtain insurance quotes for coverage beginning January 1, 2016.

Cain Insurance Services Ltd. ("Cain") manages our insurance account and serves as our agent. There is no compelling reason in my opinion to change insurance agents at this time for the following reasons; Cain has developed an expertise in Municipal insurance and a wide range of similar clients in the Province; premiums have not increased significantly during the period since the last RFP was accepted; and the service provided during my tenure has been excellent. Also, outside expertise would be required to draft an appropriate RFP requiring the commitment of additional costs both in time and money.

However, we agreed that there could be benefits to modifying the relationship with Cain from one of merely an agent representing one insurer to one as a "broker" with the possibility of representing multiple insurers. They would also provide a range of risk management services at no additional charge to the town. The broker relationship allows Cain to more actively negotiate on behalf of the Town with insurers and may result in lower premiums. In all cases the final cost of any proposal will be compared on the basis of the total aggregate cost, including commissions.

### Discussion:

Cain was instructed to conduct a market review and contact various insurers to obtain quotes for services for the period beginning January 1, 2016. The report from Cain was received November 30, 2015 and was reviewed with the Treasurer.

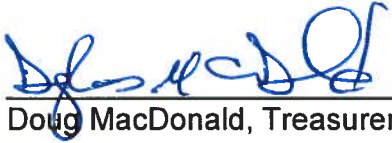
In summary, quotes were received from three insurer groups, BFL Canada ("BFL"), Jardine Lloyd Thompson ("JLT"), and Frank Cowan Company ("Cowan"). JLT is our current insurer.

Total premiums quoted (including commission) are as follows:

BFL	\$154,536
JLT	\$155,128
Cowan	\$155,283

While there are subtle differences in the coverages proposed, there is no substantive difference in the insurance packages offered or in the premiums quoted. As there are no significant differences and given we are pleased with the service provided by our existing insurer, I recommend we renew the insurance coverage with JLT for the period beginning January 1, 2016.

Since the quotes were received, we have added three pieces of equipment to the list of items to be insured that were not part of the original quote. The final amount payable to JLT for 2016 is therefore \$156,283.



Doug MacDonald, Treasurer



# ROTHESAY

## INTEROFFICE MEMORANDUM



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TO	:	Mayor Bishop & Council
FROM	:	John Jarvie
DATE	:	9 December 2015
RE	:	5 Year Plan - Designated Highways

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Attached is letter from the Department of Transportation and Infrastructure requesting an updated five year plan for improvements to the highways in the Town, administered by the Town and owned by the Province. These are some of the most heavily travelled streets in Rothesay. Council may recall that the Department proposed to increase the total monies in this fund to \$25M for each of the next three years subject to the agreement of the municipalities to contribute to the costs.

Attached is a draft plan prepared by the Director of Operations which is similar to the plan submitted in the 2014 but includes curb and drainage work and updated cost estimates. If the recommendations of Council are adopted by the Province, there may be additional costs to the Town for sidewalk reconstruction that is not eligible under the Program.

If Council endorses the Plan, it will be forwarded to the Department promptly.

**Recommendation:**

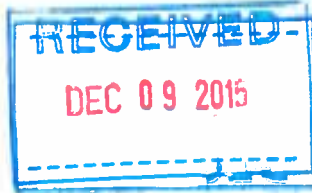
It is recommended that Council endorse the attached five year Designated Highways Program for Rothesay.



File No. 32-93

December 4, 2015

Mr. William Bishop, Mayor  
Town of Rothesay  
70 Hampton Road  
Rothesay NB E2E 5L5



Dear Mayor Bishop:

The Department of Transportation and Infrastructure is now preparing to compile its regular Program for improvements to provincially designated highways within municipalities for the 2016 construction season. We are requesting that each municipality carefully review its requirements and submit an updated Five Year Program. Your submission will be evaluated along with the needs of all 102 municipalities of the Province in the preparation of this Program.

Your update should indicate the proposed priorities for 2016 as part of the Five Year Program, and list the improvements, proposed design, approximate cost, **amount of the municipal contribution** and the priority of each request. Capital projects eligible for funding consideration on designated highways are from curb to curb or shoulder to shoulder, including storm sewer, curb & gutter, street reconstruction and surface treatments.

The Transportation and Infrastructure District Engineer in your area will be able to assist you in preparing your priorities for 2016. Further assistance may also be obtained from Mr. Raymond Brun, P.Eng. Municipal Engineer, Design Branch, Fredericton at 461-4492.

To assist the Department in considering requests in preparation for the budget process and in coordinating the engineering design of many of these projects, your municipality is asked to update and send your Five Year Priorities to me, with a copy to the Transportation and Infrastructure District Engineer in your area, as soon as possible, but no later than December 31, 2015.

Sincerely,



James Hoyt, P. Eng.  
Acting Director  
Design Branch

c.c. Clerk  
District Engineer



# Rothestay

## Capital Plan - Public Works

Designated Highways:	Total	Provincial Share at 75%	Rothestay Share at 25%
<b>2016</b>		-	-
<b>Designated Highways 2016:</b>		-	-
Asphalt Surface Course, resurfacing Rothestay Road between Rothestay Corner and East Riverside Kingshurst Park (2000 m x 9.5) , (Incl eng'g)	\$ 570,000	427,500	142,500
Curb : Rothestay Road between Rothestay Corner and East Riverside Kingshurst Park (incl eng'g)	\$ 404,000	303,000	101,000
		-	-
<b>Total Designated Highways 2016:</b>	<b>\$ 974,000</b>	<b>730,500</b>	<b>243,500</b>
		-	-
<b>2017</b>		-	-
<b>Designated Highways 2017:</b>		-	-
Asphalt Surface Course, resurfacing Rothestay Road between East Riverside Kingshurst Park and Fox Farm Road (1785 m x 9.5), (Incl eng'g)	\$ 610,000	457,500	152,500
Curb: East Riverside Kingshurst Park and Fox Farm Road (incl eng'g)	\$ 359,650	269,738	89,913
Storm sewer repair at 2466 Rothestay Road (collapsed storm sewer discharge cross	\$ 45,000	33,750	11,250
		-	-
<b>Total Designated Highways 2017:</b>	<b>\$ 1,014,650</b>	<b>760,988</b>	<b>253,663</b>
		-	-
<b>2018</b>		-	-
<b>Designated Highways 2018:</b>		-	-
Asphalt Surface Course, resurfacing Rothestay Road between Fox Farm Road and City Limit (1166 x 9.5), incl eng'g)	\$ 398,000	298,500	99,500
Curb: East Riverside Fox Frm Road and City Limit (incl eng'g)	\$ 235,740	176,805	58,935
		-	-
<b>Total Designated Highways 2018:</b>	<b>\$ 633,740</b>	<b>475,305</b>	<b>158,435</b>
		-	-
<b>2019</b>			
<b>Designated Highways 2019:</b>			
Storm Sewer Improvement, replace CSP between Scotia Bank and Common lookoff	60,000	45,000	15,000
Asphalt Surface Course, resurfacing Hampton Road between Henderson and Rothestay Corner (526.4 m x 10.98), (Incl eng'g)	173,000	129,750	43,250
Curb: Hampton Road between Henderson and Rothestay Corner (incl eng'g)	106,096	79,572	26,524
		-	-
<b>Total Designated Highways 2019:</b>	<b>\$ 339,096</b>	<b>254,322</b>	<b>84,774</b>
<b>2020</b>		-	-
<b>Designated Highways 2020:</b>		-	-
Fox Farm Road between Mackay Highway and Rothestay Road (772 x 9.5), (icl eng'g)	\$ 264,000	198,000	66,000
Retaining wall / Slope stabilization including new railing, Fox Farm Road	\$ 105,000	78,750	26,250
		-	-
<b>Total Designated Highways 2020:</b>	<b>\$ 369,000</b>	<b>276,750</b>	<b>92,250</b>
		-	-
<b>Total</b>	<b>\$ 3,330,486</b>	<b>2,497,865</b>	<b>832,622</b>