



ROTHESAY
COUNCIL MEETING
Rothesay Town Hall
Monday, February 9, 2015
7:00 pm



1. APPROVAL OF AGENDA

- 2. APPROVAL OF MINUTES** Regular meeting 12 January 2015
Business Arising from Minutes

3. OPENING REMARKS OF COUNCIL

3.1 DECLARATION OF CONFLICT OF INTEREST

4. DELEGATIONS

n/a

5. CORRESPONDENCE FOR ACTION

- 5.1 27 January 2015 Letter from NB Medical Education Trust RE: scholarship funding
Refer to Finance Committee

6. CORRESPONDENCE - FOR INFORMATION

- 6.1 15 January 2015 Letter from Quispamsis resident RE: Indoor pool
6.2 15 January 2015 Letter from Kennebecasis Public Library to Quispamsis RE: Yield
sign Landing Court/Hampton Road
6.3 22 January 2015 Letter from Quispamsis to Quispamsis resident RE: Digital
Messaging Board use
6.4 26 January 2015 Email RE: Development of Rothesay Common

7. REPORTS

7.0 February 2015 Report from Closed Session

- 7.1 26 November 2014 Kennebecasis Regional Joint Board of Police Commissioners
(KRJBPC) meeting minutes
30 November 2014 KRJBPC Statement of Financial Position
7.2 20 January 2015 Draft Parks and Recreation Committee meeting minutes
7.3 21 January 2015 Draft Public Works and Infrastructure Committee meeting minutes
➤ Grove Avenue/Hampton Road
7.4 21 January 2015 Draft Utilities Committee meeting minutes
➤ Clarification on connection fees (171 Hampton Road
5 February 2015 Memorandum from Town Manager Jarvie
7.5 January 2015 Building Permit Summary Report
7.6 2 February 2015 Draft Planning Advisory Committee meeting minutes
➤ 42 Marr Road (Development agreement discharge agreement)

ROTHESAY

Regular Council Meeting

Agenda

-2-

9 February 2015

8. UNFINISHED BUSINESS

TABLED ITEMS

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

No action at this time

8.2 Water and Sewer By-laws

4 February 2015	Memorandum from Town Clerk Banks
3 February 2015	Memorandum from DO McLean (By-law 1-15 Sewage By-law)
3 February 2015	Memorandum from DO McLean (By-law 2-15 Water By-law)

8.3 Reimbursement of Cash in Lieu of Land for Public Purposes

30 January 2015	Memorandum from DPDS White
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9. NEW BUSINESS

9.1 Rothesay Common Tender Award

5 February 2015	Memorandum from Town Manager Jarvie
2 February 2015	Memorandum from DRP Jensen

9.2 Credit Union Agreement

3 February 2015	Memorandum from Treasurer MacDonald
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9.3 Anna Avenue Reconstruction

30 January 2015	Memorandum from DO McLean
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9.4 Pavement Condition Survey – update

30 January 2015	Memorandum from DO McLean
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9.5 Engagement of Engineering Consultants – 2015 Capital Program

30 January 2015	Memorandum from DO McLean
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10. NEXT MEETING

Regular Meeting	Monday, March 9, 2015
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11. ADJOURNMENT



**Officers of the New
Brunswick Medical
Education Trust**

Donald Craig, MD, Chair

Pamela Jarrett, MD

Allison Kennedy, MD

David Marr, MD

Nathalie Godbout, LLB

Martha T. Zed, CEO
(506) 650-5187 (M)
martha.zed@nbmedtrust.ca

Mary Jane Ryan
Administrative Assistant
(506) 648-7073
maryjane.ryan@nbmedtrust.ca

New Brunswick
Medical Education Trust
PO Box 22061
Saint John, NB
E2K 4T7

www.NBMedTrust.ca

January 27, 2015

Mayor Bill Bishop and Council
Town of Rothesay
70 Hampton Road
Rothesay, N.B. E2E 5L5

Dear Mayor Bishop and Councillors:

I am writing to request the New Brunswick Medical Education Trust be considered as a grant application for the 2015 year.

As you are aware, the New Brunswick Medical Education Trust has given over \$700,000 to New Brunswick medical students who commit to return to New Brunswick to live and work.

I have reviewed your new Grants Policy and I feel our Trust meets most, if not all, of your criteria. A scholarship of \$10,000 promotes Rothesay as a place to live, work and play.

Our Trust Officers live in Rothesay. We are a successful non-profit, which provides considerable public service to Rothesay citizens by supporting excellence in both medical education and access to medical care.

We hope you will give serious consideration to our request.

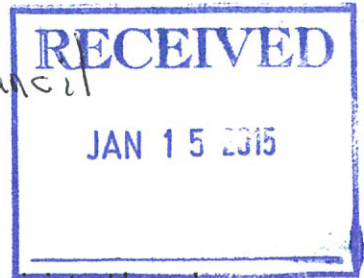
Sincerely,

Dr. Donald Craig, Chair
New Brunswick Medical Education Trust
cc: Dr. David Marr
Michael Doyle

To: Whom it may concern

Re: Seniorize pool classes

Rothsay Town Council



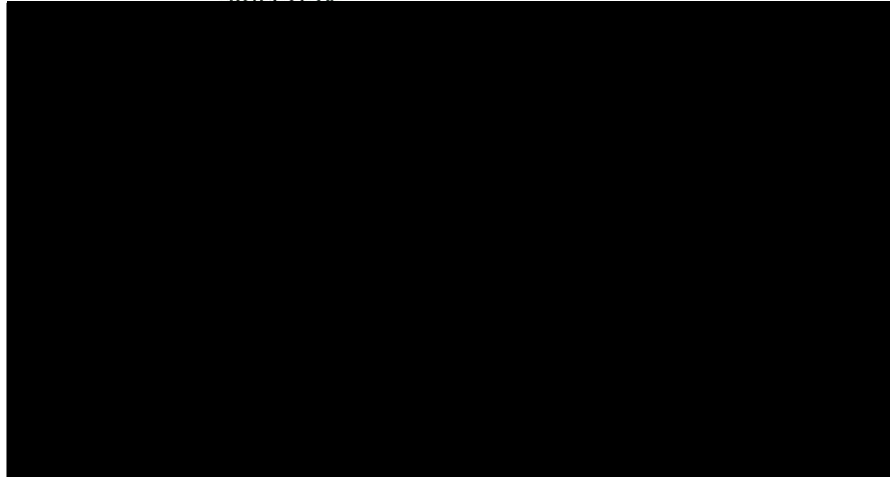
I am [REDACTED] in good health except for arthritis in my joints. I have been a member of the seniorize class for over two years and benefit from exercising in the water that puts less stress on my joints and helps me maintain my mobility. This total body workout is good physical exercise for me vital to my overall health. Socially, I enjoy exercising with other seniors and I have formed friend-ships that extend beyond this class. Personally, this program is very beneficial for me. The recreational departments of both Quispamsis and Rothsay need to examine programs offered to seniors. To what extent are their needs being met? This is the best seniors program in the valley and to deny this to seniors is not acceptable.

Cancelling this program at the Amsterdam Inn has highlighted the need for an indoor pool facility in the valley. This is a growing community with many amenities but no indoor pool to facilitate water sports- competitive swimming, recreational swimming year-round, swimming lessons or incorporating swimming as part of the physical education programs in the valley schools. There certainly is a need for an indoor pool and taxpayers would not have to drive into Saint John to pursue water sports. There is money available to build a new field house that would expand existing recreational programs and yet there doesn't seem to be funds to implement water related sports. Why the construction of the Q Plex did not include an indoor pool is beyond my reasoning, I certainly would like to hear the reasoning to date for **NOT** having

an indoor pool to service the recreational needs of the residents and taxpayers of Quispamsis
and Rothesay.

Kennebecasis Valley is the perfect place to live except for one thing- no indoor pool. Both town
councils need to make this a priority.

Sincerely



RECEIVED
JAN 29 2015

1 Landing Court
Quispamsis, NB
E2E 4R2

January 15, 2015

His Worship Mayor Murray Driscoll and Council
Quispamsis Town Hall
12 Landing Court
Quispamsis NB
E2E 4Z4

Dear Mayor and Council,

RE: YIELD SIGN ON CORNER OF LANDING COURT AND HAMPTON ROAD

Please extend our thanks to those responsible for arranging to have the traffic Yield sign on the corner of Hampton Road and Landing Court moved back several feet from the Hampton Road. The Kennebecasis Public Library Board of Trustees sincerely appreciates that the view of our electronic sign is now unobstructed for those travelling southeast on the Hampton Road.

Public response to the Library's electronic sign has been overwhelming favourable. "Congrats on having another way to communicate with us" was the message from one patron on the Library's Facebook page. The electronic sign has served to elevate the Library's visibility within the community, as well as providing a new way for the Library to promote its services to both existing and new library patrons.

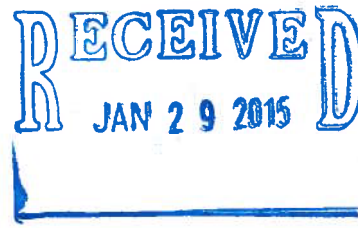
Best regards,



Daryl Steeves

Chair, Kennebecasis Public Library Board of Trustees

CC: His Worship Mayor Bill Bishop and Council



1 Landing Court
Quispamsis, NB
E2E 4R2

January 22, 2015



Dear Mr. Beukeveld,

RE: REQUEST FOR NATIONAL DAY OF MOURNING MESSAGE ON LIBRARY DIGITAL MESSAGE BOARD

At the January 21, 2015 regular meeting of the Kennebecasis Public Library Board of Directors, Quispamsis Deputy Mayor Elizabeth O'Hara presented your request to stream a National Day of Mourning message on the Library's digital message board on April 28, 2015. Background information on the National Day of Mourning was circulated to the Board prior to the meeting.

The Board duly discussed your request and all are sympathetic to the significance of the National Day of Mourning. After consulting the Library's Digital Message Board Guidelines, the Board unanimously decided that a National Day of Mourning message did not comply with the requirements for message content. As set forth in the attached guidelines, the Library's hours of operation must be affected by the holiday in order for the holiday to be referenced on the Library's digital message board. The Library's hours of operation will remain unchanged on April 28th. Therefore the Library's digital message board will not feature a National Day of Mourning message.

The Kennebecasis Public Library will observe the National Day of Mourning by flying the New Brunswick flag on library property at half-mast on April 28th. A "Workplace Safety" themed display of library resources will be selected by library staff and featured on two shelves inside the Library from April 20 to May 1, 2015.

If you have any further questions or concerns regarding the Board's Digital Message Board Guidelines, you may contact me directly via email at daryl_steeves@hotmail.com.

Best regards,



Daryl Steeves
Chair, Kennebecasis Public Library Board of Trustees

CC: His Worship Mayor Murray Driscoll and Council

CC: His Worship Mayor Bill Bishop and Council

Kennebecasis Public Library Digital Message Board Guidelines

Message Content

The digital message board is reserved solely for the use of Kennebecasis Public Library's promotional messages. Messages from organizations other than the Kennebecasis Public Library are not permitted to be featured on the electronic sign.

Approved library promotional messages include:

- Library programs and events
- Library services
- Library collections
- Hours of operation
 - Including messages referencing statutory holidays which impact the Library's hours of operations (New Years Day, Good Friday, Canada Day, New Brunswick Day, Labour Day, Remembrance Day, and Christmas Day).
- Courtesy date, time, and temperature readings
- Library service usage information
- Library fundraising initiatives

General Usage Guidelines for the KPL Logo

Text Standards

- Maximum 3 lines of text per slide.
- Standard font "FS Standard."
 - Use of alternative fonts may be used at the discretion of library staff in order to distinguish special programs and/or services from regular offerings.
- Font weight must be set to **Bold**.
- Optimum letter spacing is 2.

Text Standards (continued)

- Letter shadowing should not detract from legibility of message. The use of letter shadowing is dependent on background and font color combination.

Color Combinations

- Library staff to develop standard text and background color combinations to distinguish different types of messages. These include, but are not limited, to the following:
 1. Children's Programming and Services: TBD
 2. Young Adult Programming and Services: TBD
 3. Adult Programming and Services: TBD
 4. Collections: TBD
 5. Hours of Operation: TBD
 6. Fundraising: TBD

Graphics

- HD photo pictures may be used in accordance with fair copyright use guidelines at the discretion of library staff.
- Use of illustrations is discouraged due to the high pixilation of these images.

Animation

- Minimum of 1second hold time per line of text.
- Scrolling may be used at the discretion of library staff.
- Animated message transitions (referred to as Appear Effect) may be used pending the approval of the Library Director.
- EasyArt animated messages may be used to emphasize priority messages identified by library staff.

From: [REDACTED]
To: [Rothesay Info](#)
Subject: Development of the Rothesay Common - a personal perspective.
Date: January-26-15 11:53:15 PM

Dear Town Council,

I don't live in Rothesay, but I am from there. So are both my parents, my grandparents many aunts, uncles and cousins. I have hesitated to speak out on the subject of your plans for the Rothesay Common as I am not a taxpayer in Rothesay. Also, I really thought you had come to your senses and decided that it was not the right place for your plans. Recently I have become aware that you do indeed plan to develop the Common and have gone so far as tender the job. I have some serious problems with these plans. Some of them are based on tangible things like dealing with flood water and parking, some of them have to do with my family history and my feelings of attachment to the Common as I knew it in my childhood and as my children know it now. Below is a short essay I recently wrote. I would love it if you could consider my objections and my feelings and consider putting the new facility elsewhere.

Sincerely,

Christa Carpenter

I learned to skate in part on the Rothesay Common. At times you could skate right off the edge of the rink and all over the park when the weather cooperated. I played in the brook, I raked leaves into piles and jumped in them. Once, when I was about 6, I won a panda bear radio at the Winter Carnival for the Raggedy Ann costume my Mom made me. My brother won something great for his costume too. It was a costume parade on skates and it was so much fun! Now my kids love to play at the Common especially under the trees surrounding the rink and on the play ground too. Next week my son will skate there with his nursery school class. The current building at the rink replaced the original log cabin when my parents were kids. They learned to skate there too. Someone I know and love used to flood and maintain that rink for us even on his days off. It has been a wonderful low cost and low stress facility over the years that has provided hours of fun and relaxation for generations. Although I recognize that it is tough to maintain the ice surface in our current climate and that it will support limited numbers of skaters - I will really miss the old facility. I say that I will miss it, because I do believe that there never was any chance to stop it. I will miss the freedom to skate with or without hockey sticks and pucks - in more than one direction, and to pull my kids on the ice on sleds. I will miss climbing in under the trees so that my kids can play in the the 'tree forts'. I will miss the big old trees that will no doubt be removed or killed by the changes in drainage. I will miss my common. After this summer my common will no longer exist. Instead there will be something quite different. It may be nice, but it will not be my common. Where will all the water go that is currently stored on the common when it floods? Where will all these new skaters park? Why can't they put this wonderful new facility somewhere other than on my Rothesay Common?



2014 February 50 Open Session Final 102
**KENNEBECASIS REGIONAL JOINT BOARD
OF POLICE COMMISSIONERS**

RECEIVED
FEB 02 2015

Bill McGuire
Chairperson

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

**KENNEBECASIS REGIONAL JOINT BOARD
OF POLICE COMMISSIONERS
MEETING HELD AT
KENNEBECASIS REGIONAL POLICE FORCE HEADQUARTERS BUILDING
126 MILLENNIUM DRIVE
QUISPAMIS, NEW BRUNSWICK
ON WEDNESDAY, NOVEMBER 26, 2014
AT 3:30 P.M.**

REGULAR MEETING

PRESENT: Bill McGuire Peter Bourque
 Gordon Friars Peter McGill
 Carolyn LeBlanc Matt Alexander
 Emil Olsen Cherie Madill
 Debi Stewart Chief Stephen McIntyre

ABSENT: Danny Dobson Gary Clark

Mr. McGuire requested a Motion for the approval of the Agenda of the Regular Meeting of November 26, 2014. Moved by Peter McGill. Mr. Friars added the addition of the Strategic Plan under New Business as 9.1. MOTION CARRIED.

Motion to Approve the Minutes of the Regular Meeting of October 22nd, 2014. Moved by Carolyn LeBlanc and Seconded by Gordon Friars. MOTION CARRIED.

Mr. McGuire asked if there were any Conflicts of Interest. None were received and the meeting continued.

**Kennebecasis Regional Joint
Board of Police Commissioners
November 26, 2014
Page 2**

REGULAR MEETING

SECRETARY-TREASURER'S REPORT

Cherie Madill presented the Financial Statements for the period ending October 31, 2014. The figures contained in these statements did not reflect an accurate indication of the surplus as monies had been expended in October for such articles as the carbines and equipment relating to the carbines.

Financial Assets

At present there we have accounts payable of \$325,000.

The Accounts Receivable are the monies for the secondments which are billed quarterly.

Statement of Operations

Cherie explained that the revenue is \$259,000 and we budgeted \$232,000 reflecting an increase over last year. We are over in our fees one portion being overtime which is billed back to other agencies.

Expenditures for Crime Control - Under the category of Salaries this category is now reflecting the term police officers causing this line item to be more in line with the budget.

Training - Presently this category is at \$42,000 and we budgeted \$38,000 for the year. The reason for this overage was because of purchasing the ammo for the carbines in the amount of \$9,000 for training.

Equipment – There was the purchase of a body cam computer to enable us to download the video from the body cams as well as a new laptop computer.

Equipment IT and Support – This is the regular maintenance on our computer equipment and is slightly over budget.

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REGULAR MEETING

Communications – At present this category is at \$54,000 and we had budgeted \$45,000. This includes the new radios that were purchased and were approved by the Board.

Policing General – This category is at \$43,000 and includes the purchase of a new Breathalyzer, and the purchase of the Carbines subsequently causing it to be over budget.

Uniforms - This category is slightly over budget due to the purchase of the Tunics and the purchase of ballistic helmets and body armor. This resulted in an extra \$9,000 expended in this category.

Total for Crime Control was \$3,264,146.39 and is still under budget.

Vehicles

The new Ident Van is reflected under the new vehicle line item in the amount of \$41,000 less the sale of an older high mileage vehicle in the amount of \$2,200.

Equipment – This category contains the locking mechanisms for the carbines which have been purchased and installed in the vehicles. Also included in this category were update kits for the in-car video.

Building

There was some painting completed in the interior of the building which cost \$2,000 as well as some repairs to the exercise room which cost \$1,700.

Grounds – This category is over budget and reflects the expansion and paving of the parking lot which was completed.

**Kennebecasis Regional Joint
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November 26, 2014
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REGULAR MEETING

Cherie explained that some anticipated expenditures which will be taking place are the installation of lights on the new van, the second new vehicle still has to arrive, the garage doors renovation and roof repairs, the invoice has just been received from the RCMP for the investigation in the amount of \$38,000.

There is presently a surplus of \$239,000. Some of this surplus will be used in relation to the anticipated expenditures over the next month and a portion of this surplus is due to the costs associated with the in car computers, the installation of which has not yet been completed. Cherie anticipates an approximate \$40,000 surplus.

TELECOM FUND

This is presently running a deficit of \$2,700 due to the retirees' health insurance. The premiums have been increased to the retired members to try and offset this.

As at the end of October, 2014 there is a total surplus of \$236,000.00.

**MOVED BY Peter Bourque and Seconded by Matt Alexander to approve the Secretary-Treasurer's Report for the period ending October 31, 2014.
MOTION CARRIED.**

CHIEF'S REPORT

Chief McIntyre advised the members of the Board that the Rothesay Baptist Church invited members of the Police, Fire and Ambulance Services to attend a dinner to show their appreciation for the jobs that they do. This was very successful and was greatly attended by our members and greatly appreciated.

Chief McIntyre reviewed the Street Crime Report and Community Policing Reports. He also spoke on an up-coming presentation he will be making to members of a men's' group at St. David's Church as it relates to the present status of the Force.

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REGULAR MEETING

Mr. Olsen suggested that this would be a good general public event and information session to look at in the future.

The Christmas function will be held on December 18 at Shadow Lawn. The Chief advised that the members in attendance will be wearing their Tunics.

Mr. Friars wanted to thank the Chief for inviting him to the Regimental Dinner which was held in Saint John. This was attended by the Management Team and some members of the Force.

Mrs. LeBlanc asked the Chief for a bit of an overview of the International Chiefs of Police Conference and if there was any specific theme. The Chief advised the thrust of the Conference was based on Active Shooter and Community Policing.

MOVED BY Emil Olsen and Seconded by Carolyn LeBlanc to accept the Chief's Report as circulated. MOTION CARRIED.

COMMITTEE REPORTS

Personnel – Nothing to report.

Building and Grounds – Mr. Olsen advised that there is an opportunity to improve operations in the building in that we rent an 8 x 8 x 20 storage container. This would be used for about 5 months of the year at a cost of \$200.00/month and would enable us to clear out the garage bays and make space for our police vehicles. At present there are approximately 60 tires in the garage. It would also be used to house the traffic trailer as well as the motorcycle. The Chief advised that this has a clean exterior and would be tucked in beside the dumpster. Mr. Bourque suggested that maybe we should purchase one. The Chief advised that we would look at how the rental works and that it could be something to look at in the future. **Moved by Emil Olsen that we rent this container and situate it at the best location in order to free up space in our garage bays. Seconded by Peter McGill. MOTION CARRIED.**

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REGULAR MEETING

Mr. McGuire advised that Mr. Orford from TD Waterhouse had arrived and would be making a presentation as it related to the Sick/Retirement Investments.

Mr. Orford provided the Board members with a copy of a Portfolio Review. The questions he had received by e-mail related to the portfolio evaluation and what we have done in the past couple of years. He referred members to the bottom of the first page of the document which showed the total portfolio volume at \$763,883 as at November 24, 2014. The last contribution made to the fund was indicated on the April 30, 2014 statement on page 3 and was in the amount of \$48,841.96. He made a comparative and referred back to December 31, 2013 the balance was \$658,151.78 and the year prior, 2012 the balance was \$630,429.75. There were no contributions throughout 2013. The balance went from \$630,000 to \$658,000 in that year. In 2014 there was \$48,000 added to the \$658,000 and we are presently at \$763,000. This shows that last year there was approximately an 8% gain. He referred back to the portfolio breakdown which is made up a 50/50 balance and the challenge he is faced with is trying to offer on the fixed income or bond side, something that is attractive and not for an extended period of time. These types of products are very difficult to find. In the summer there was a product that was at a 2.54% and we didn't do it. He advised today that the federal government Canada bond is at 1.92%. He went on to explain that what this tells us is that the portfolio has two investments one of which is a TD Bank step up Bond of \$50,000 and each year if the bond is not called they will give us marginally more money and right now it is paying 2.1% so if it is not called in January of 2015 and they pay us for another year it is 2.20% and the following 2.3% and it ends in 2018. The second one, the CIBC Bond runs a little longer and currently pays 2.5% and we have already had this one for a year. If this is not called it will go to 2.75% then the following year 3% followed by 3.25%, 3.50%, 3.75%, 4.0%, 4.5% and then 5.0%. One of these comes due at the very latest 2018 for the first one and the second one 2023. At that point we would be earning 5% but the chances are it will be called away from us. The TD Bank that was issued in the summer was a six year maturity, June 2020, and would have fit between these two, as per the investment policy letter, and would have given a 2.5% yield. The two items listed in the next section of the Portfolio Evaluation with \$124,000 and \$103,000 are basically high interest savings accounts and are paying 1 ¼%. This is where liquidity can be provided

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REGULAR MEETING

if the need be to draw on this account as there are not costs to go into this or it is a source to purchase other bonds if one is found to be attractive. This is basically half of the portfolio.

The bottom portion are the Equities or longer term investments. The first two are Bank of Montreal bank traded funds. These are basically passive portfolios. The first one is utility stocks. The second one is the Canadian banks. In the utility fund we invested \$58,000. Its market value is \$59,000 so there was not much growth about \$1170. It also pays \$2,300 or 4.5%. The beauty of these exchange traded funds over the traditional mutual funds is that the costs that the Bank of Montreal charge are very, very competitive.

The next one has performed a little better in that \$59,000 was invested and the market value is now \$87,000. There is an unrealized gain in this of \$28,000 and a gained a dividend of \$2,600 or 4.5% yield.

The Picton Mahoney is a closed end mutual fund run by some very good Canadian managers. The investments are up and showing an unrealized gain of \$8,400 and a 5% yield.

The last two items are again exchange traded funds which is now by a different sponsor "Vanguard". Vanguard is an American company which has come to Canada. The first one, the Canadian Index just basically matches the Canadian Stock Market. We invested \$65,000 and it is now \$79,000 which reflects a \$14,000 gain with \$2,000 income each year. They are extremely competitive on their costs and their management fee is 5 basis points.

The final holding is the Vanguard ETF which is a real estate investment trusts which are basically portfolios of real estate. This again is a passive portfolio and we invested \$50,000 and has grown to \$54,000 so a modest gain and \$3,500.

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He explained that most of the gains in the portfolio are coming from the longer term equity side versus the fixed income side which is going to average 1/1/4% and 2%. We have the challenge on that side to try and get a better return.

Mr. Orford referred to the last information from the Actuaries in 2013 at the time the balance of the portfolio was \$630,000 and the board was running a \$62,000 surplus and hopefully the next time the Actuary is done, it will be on the surplus side as well.

Mr. Orford referred back to last August when he had suggested the \$100,000 be placed in the TD fund he felt that the board looked at it as a stand-alone investment and we did not do this. He mentioned that the mandate is to have a balanced fund and the bonds are to be laddered and that 2.5% is not a bad investment. In his mind he felt that this would fit.

This was discussed further with the members of the Board. Mr. McGuire suggested that when Mr. Orford finds an opportunity to invest from the cash side of the portfolio that he contact us and attend our meeting to discuss same.

Moved by Gordon Friars and Seconded by Matt Alexander to accept the Report as provided by Mr. Orford. MOTION CARRIED.

COMMITTEE REPORTS (con't)

Insurance – Mr. Bourque advised that the renewal for the insurance has been received and that there is a savings of \$268.00 from last year. **Moved by Peter Bourque to accept the insurance proposal from Cain Insurance in the amount of \$38,852.00. Seconded by Emil Olsen. MOTION CARRIED.**

Finance Committee – Nothing to report.

Transportation Committee - Mr. Bourque advised that we tendered for fuel for the Force for 2015 and only one tender was received. The tender received was from Esso and it is for 4.5 cents off the posted pump price and we will continue to be part of the

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Rewards Program. The Chief advised that when each vehicle purchases fuel the points go into one account he has just redeemed point to acquire 40 containers of windshield washer fluid. **Moved by Peter Bourque and Seconded by Gordon Friars to accept the fuel tender from Esso for 2015. MOTION CARRIED.**

The Chief advised that the new van is probably a couple of weeks before being put in service. This raised the question as it relates to the Chev ETS Truck. Sgt. Scott placed it on Kijiji and had no offers. Sgt. Scott in conversation with the APA and they were interested in the vehicle in exchange for some training dollars. The Chief has spoken to the Director of the Police Academy in this regard and this truck will be going to the APA. **Moved by Emil Olsen to support this transaction between the Force and APA, Seconded by Peter Bourque. MOTION CARRIED.**

Communications - The Chief advised that a presentation is being given by the City of Saint John at the end of the week with respect to the computer in the cars.

Policy Committee – Nothing to Report

Regional Service Commission – Nothing to Report

The Chief advised that an e-mail was received from the Public Safety and they are holding a meeting with the new Minister of Public Safety, and they are drawing a map of the police forces in the Province and want to know the total costing of operating the force for 2013.

Correspondence - Mr. McGuire referred the members to the correspondence contained in the packages.

New Business - Strategic Plan - Mr. Friars advised that the biggest thing about the Strategic Plan is that it is much smaller document, but contains all the same information. He referred the members to Page 10 of the document.

Succession Planning - It is expected that during the life of this plan, the Chief and Deputy Chief will be retiring and it is not intended to push anybody out the door but it

**Kennebecasis Regional Joint
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REGULAR MEETING

is something that we have to plan for succession planning and provides for some of the junior managers to shadow the Chief and Deputy Chief in their day to day duties as well as some training so that the transition goes smoothly when the time does arise.

Mr. Olsen asked if there was any extra cost as it related to job shadowing. The Chief advised that there were no extra costs in this regard. The Chief further advised that effective February 1 the Inspectors will be changing job duties. Inspector Porter will then be the Inspector i/c of operations and Inspector Giggey will be the Inspector i/c of Administration because it is important that they each know what the other is doing.

Training – We do take advantage of training opportunities and is an on-going item.

Civilization – Researching and implementing where appropriate, civilian personnel to perform some of the duties presently performed by sworn members. We want to emphasize the researching and we are not saying that we are going to implement this. There has to be definite cost savings. This was discussed briefly and Mr. Friars pointed out that this item was more about the researching of same.

Rebranding of the Force - This has been completed.

Increasing the Compliment - This of course is based on the population increasing and we have to be ready to respond to the specific needs but we don't have a specific plan to do so.

In previous plans this was an item, but Management recognized that at the time this was not needed.

Keeping our equipment and technology up to date and not to fall behind which is an on-going item.

Increasing collaboration with the Towns. This may be as simple as snowplowing, lawn maintenance etc. The Chief explained that on the operational side, both Towns are very quick to step up and provide the Force with anything that is needed.

**Kennebecasis Regional Joint
Board of Police Commissioners
November 26, 2014
Page 11**

REGULAR MEETING

Mr. Friars also pointed out that also contained in the Plan was the Mission Statement, Message from the Chief, Message from the Chair and Statistics.

The Chief advised that he would like to take the opportunity to forward a copy of this Plan to the Department of Public Safety and the Mayor and Council of both Towns.

Mr. McGill pointed out that layout of the Plan is more in line with how Strategic Plans are now prepared.

Mr. Friars advised that also contained in the plan is the status of the previous plan and what progress has been made.


MOVED by Gordon Friars and Seconded by Matt Alexander to adoption the Strategic Plan. MOTION CARRIED.

The Strategic Plan is to be forwarded to the Mayor and Councilors of both Towns.

Mr. McGill advised that this was his last meeting. Mr. McGill was thanked for all his contributions to the Board.

Moved by Emil Olsen and Seconded by Matt Alexander to Adjourn. MOTION CARRIED.


CHAIRMAN


SECRETARY

KENNEBECASIS REGIONAL JOINT BOARD OF POLICE COMMISSIONERS
STATEMENT OF FINANCIAL POSITION
As at November 30, 2014

	<u>2014</u>	<u>2013</u>
-----Financial assets-----		
Cash - General	\$675,866.84	\$591,960.78
Sick Pay/ Retirement Investments	724,020.18	644,241.81
Accounts Receivable	35,038.50	723.23
Sales tax recoverable	30,708.65	27,321.67
	<u>\$1,465,634.17</u>	<u>\$1,264,247.49</u>
----Liabilities-----		
Accounts payable and accrued	364,953.41	376,223.15
Vested sick leave/retirement accrual	705,041.32	627,768.17
Sick leave replacement	12,850.00	
Accrued pension benefit liability	1,283,400.00	1,280,900.00
Debenture payable	<u>1,552,000.00</u>	<u>1,649,000.00</u>
	<u>3,918,244.73</u>	<u>3,933,891.32</u>
NET ASSETS (DEBT)	<u>-2,452,610.56</u>	<u>-2,669,643.83</u>
----Non-Financial Assets-----		
Tangible capital assets (see page 2)	3,306,648.98	3,193,603.41
Accumulated amortization	<u>-1,041,192.63</u>	<u>-934,200.11</u>
	2,265,456.35	2,259,403.30
Unamortized Debenture costs	2,907.43	5,591.35
Prepaid expenses	<u>18,029.34</u>	<u>51,429.06</u>
	<u>2,286,393.12</u>	<u>2,316,423.71</u>
ACCUMULATED SURPLUS	<u><u>-166,217.44</u></u>	<u><u>-353,220.12</u></u>
 Assets	 3,752,027.29	 3,580,671.20
Liabilities	3,752,027.29	3,580,671.20

KENNEBECASIS REGIONAL JOINT BOARD OF POLICE COMMISSIONERS
SCHEDULE OF TANGIBLE CAPITAL ASSETS
November 30, 2014

	<u>2014</u>			<u>2013</u>
	-----TANGIBLE CAPITAL ASSETS-----			
	Balance beginning of year	Additions	Disposals	Balance end of year
Millennium Drive				
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	510,421.21			510,421
Structure	1,106,997.29			1,106,997
	2,241,265.62	0.00		2,241,266
Accumulated amortization	-558,382.07			-492,690
Net book value of Building	1,682,883.55	0.00	0.00	1,748,576
Paving	52,600.16			52,600
Accumulated amortization	-22,355.06			-19,725
Net book value of paving	30,245.10	0.00	0.00	32,875
Landscaping	3,268.36			3,268
Accumulated amortization	-2,778.11			-2,451
Net book value of landscaping	490.25	0.00	0.00	817
Furnishings	177,329.73			177,330
Accumulated amortization	-75,365.14			-66,499
Net book value of furnishings	101,964.59	0.00	0.00	110,831
Machinery & equipment	44,035.21			44,035
Accumulated amortization	-43,026.82			-41,010
Net book value of equipment	1,008.39	0.00	0.00	3,025
Information technology equipment	125,437.94			84,108
Accumulated amortization	-76,226.14			-60,113
Net book value of IT equipment	49,211.80	0.00	0.00	23,995
Vehicles - Not general patrol	316,924.51			289,076
Accumulated amortization	-194,349.02			-180,859
Net book value of not general patrol vehicles	122,575.49	0.00	0.00	108,217
Vehicles - General patrol	151,539.90			107,673
Accumulated amortization	-68,710.27			-70,853
Net book value of general patrol vehicles	82,829.63	0.00	0.00	36,820
Total Tangible Capital assets	3,306,648.98	0.00	0.00	3,193,603
Total Accumulated amortization	-1,041,192.63	0.00	0.00	-934,200
	<u>2,265,456.35</u>	<u>0.00</u>	<u>0.00</u>	<u>2,259,403</u>

KENNEBECASIS REGIONAL JOINT BOARD OF POLICE COMMISSIONERS
STATEMENT OF OPERATIONS
ELEVEN MONTHS ENDING NOVEMBER 30, 2014

Page 3

	-----ELEVEN MONTHS -----				
	--ACTUAL--		PRIOR YR -----	BUDGET-----	
REVENUE:					
Fees	\$62,457.65	70%	\$82,768	\$36,667	\$40,000
Taxi & Traffic Bylaw	3,633.20	-34%	5,025	5,500	6,000
Interest income	6,440.73	76%	4,774	3,667	4,000
Retirement interest & dividends	17,026.44	-2%	14,829	17,417	19,000
Secondments	193,491.18	0%	127,624	192,712	210,231
	<u>\$283,049.20</u>	11%	<u>235,020</u>	<u>255,962</u>	<u>279,231</u>
EXPENDITURE:					
CRIME CONTROL					
Salaries	\$2,730,938.61	-3%	\$2,569,506	2,822,109	\$3,078,664
Benefits	510,239.92	-16%	482,401	610,977	666,520
Training	53,406.03	53%	17,451	34,833	38,000
Equipment	15,271.73	-17%	15,934	18,333	20,000
Equip repairs & IT support	4,028.34	10%	2,197	3,667	4,000
Communications	57,947.15	40%	33,660	41,250	45,000
Office function	14,233.25	-9%	15,257	15,583	17,000
Leasing	8,557.59	7%	7,224	8,021	8,750
Policing-general	47,955.13	87%	28,059	25,667	28,000
Insurance	9,796.38	0%	17,992	9,796	10,687
Uniforms	53,120.39	21%	28,560	44,000	48,000
Prevention/p.r.	5,385.90	-35%	5,418	8,250	9,000
Investigations	56,312.32	112%	24,204	26,583	29,000
Detention	23,210.00	0%	23,538	23,210	25,320
Taxi & Traffic Bylaw	103.43	-77%	526	458	500
Auxillary	408.96	-70%	130	1,375	1,500
Public Safety	27,931.00	9%	26,692	25,667	28,000
	<u>3,618,846.13</u>	-3%	<u>3,298,749</u>	<u>3,719,779</u>	<u>4,057,941</u>
VEHICLES					
Fuel	97,165.04	-8%	100,376	105,417	115,000
Maint./repairs	79,816.65	2%	93,366	77,917	85,000
Insurance	20,387.62	0%	44,918	20,388	22,241
New vehicles	43,619.76	-37%	96,928	69,667	76,000
Equipment	2,639.29	-87%	15,203	19,708	21,500
	<u>243,628.36</u>	-17%	<u>350,791</u>	<u>293,096</u>	<u>319,741</u>

STATEMENT OF OPERATIONS
ELEVEN MONTHS ENDING NOVEMBER 30, 2014

	-----ELEVEN MONTHS -----				
	--ACTUAL--			PRIOR YR	BUDGET-----
EXPENDITURE continued:					
BUILDING					
Maintenance	35,790.09	12%	33,781	32,083	35,000
Cleaning	20,328.69	-6%	20,424	21,542	23,500
Electricity	32,694.72	-24%	36,023	43,083	47,000
Taxes	39,943.75	0%	38,009	39,944	43,575
Insurance	4,603.50	0%	7,755	4,604	5,022
Grounds	20,640.19	150%	6,277	8,250	9,000
Interest on Debenture	66,697.29	0%	70,625	66,917	73,000
Debenture Principal	93,500.00	1%	88,917	92,583	101,000
	<u>314,198.23</u>	<u>2%</u>	<u>301,811</u>	<u>309,006</u>	<u>337,097</u>
ADMINISTRATION					
Salaries	525,737.45	0%	510,198	525,656	573,443
Benefits	92,350.13	-12%	90,727	105,132	114,689
Professional Fees	31,892.48	-15%	37,616	37,583	41,000
Travel/Training	11,944.70	0%	7,977	11,917	13,000
Board Travel/Expenses	1,515.14	-67%	1,739	4,583	5,000
Insurance	1,089.00	0%	6,357	1,089	1,188
Bank service fees	644.68				
Labour Relations	11,077.17	21%	6,119	9,167	10,000
Sick Pay/Retirement		-100%		44,009	48,010
Retirement int & dividends	17,026.44	-2%	14,829	17,417	19,000
2nd prior year (surplus) deficit	-18,541.38		8,569	-18,541	-20,227
	<u>674,735.81</u>	<u>-9%</u>	<u>684,131</u>	<u>738,011</u>	<u>805,103</u>
	4,568,359.33	-5%	4,400,462	4,803,930	5,240,651
CONTRIBUTED BY MEMBERS	4,803,931.00		4,652,065	4,803,930	5,240,651
SURPLUS (DEFICIT)	<u>\$235,571.67</u>		<u>\$251,603</u>	<u>\$0</u>	<u>\$0</u>
TELECOM FUND					
City of SJ telecomm services	270,416.65	0%	262,625	270,417	295,000
Data Networking charges	7,905.90		7,596	7,975	8,700
Retirees health insurance	3,514.44		-580	458	500
2nd prior year (surplus) deficit	1,524.82	0%	-8,569	1,524	1,663
	<u>283,361.81</u>		<u>261,072</u>	<u>280,374</u>	<u>305,863</u>
CONTRIBUTED BY MEMBERS	280,371.63		265,144	280,374	305,863
SURPLUS (DEFICIT)	<u>(\$2,990.18)</u>		<u>\$4,072</u>	<u>\$0</u>	<u>\$0</u>
Total surplus (deficit)	\$232,581.49		\$255,675		

KENNEBECASIS REGIONAL JOINT BOARD OF POLICE COMMISSIONERS pg 5
NOTES TO THE FINANCIAL STATEMENTS
November 30, 2014

STATEMENT OF FINANCIAL POSITION

BANK balance		675,867	at November 30
ACCOUNTS PAYABLE balance	364,953		
Debenture costs paid in December	-122,699		

Current Accounts Payable		242,254	Paid in December

Extra (Shortfall) in bank account		433,612	

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

STATEMENT OF OPERATIONS

Crime Control:

- * Salaries under budget due to new officer being budgeted to start July 1 (started mid-Sept), officer out on LTD & one out on maternity leave, victim services coordinator retired (end of Aug)
- * Benefits Health insurance 2014: \$124,250 2013: \$121,406
 - Retirees health insurance costs \$3,093 (retirees paid less than the costs of health plan)
 - Last November 2013 the retirees paid \$294 less than the actual costs
- * Training up due to carbine training
- * Policing general up - replaced a breathalyser & purchased carbines
- * Equipment - replaced & upgraded some computers
- * Communications - bought new comm radios
- * Uniforms are up over budget due to new tunic purchases, purchased ballistic helmets & vests
- * Investigations includes RCMP fees for shooting investigation of \$37,870

Vehicles:

- * New vehicles - sold a 2010 Dodge Charger for \$2,200 & bought a Promaster van

Building:

- * Grounds includes parking lot expansion costs of \$9,981

Administration:

- * Benefits Health Insurance 2014: \$20,453 2013: \$19,905
- * Labour relations includes legal fees

Telecom:

- * Retirees health insurance (Retirees paid less than the actual cost of their plan) \$3,514
- Last November it was the opposite - the retirees had paid \$580 more than the actual cost of the plan

Surplus due to less crime control salaries, only one of the two cars purchased, no new equipment for the cars and the 2014 sick leave/retirement deposit not made yet



PARKS & RECREATION COMMITTEE
MEETING MINUTES
Tuesday, January 20th, 2015



PRESENT: Councillor Miriam Wells, Chair
Councillor Bill McGuire, (left at 7:05)
Chip Smith
Pat Palmer, Vice Chair
Jane MacEachern
Maureen Desmond
Susan Harley
Brendan Kilfoil
Tracy Langley

Director of Recreation Charles Jensen
Recreation Coordinator Alex Holder
Town Manager John Jarvie
Recording Secretary Bev Côté

ABSENT: Jon LeHeup
Facilities Coordinator Ryan Kincade

DRAFT

The meeting was called to order at 6:30 p.m. by Counc. McGuire. Counc. McGuire welcomed the new members to the Committee.

1. APPROVAL OF MINUTES

MOVED by Susan Harley and seconded by Pat Palmer to approve the minutes of the October 21st. 2014 meeting.

CARRIED.

2. APPROVAL OF AGENDA

MOVED by Counc. Wells and seconded by Pat Palmer to approve the agenda as circulated.

CARRIED.

2.1 Election of Officers

Town Manager Jarvie called three times for nominations from the floor for Chairperson. Jane MacEachern nominated Coun. Wells for Chair. Brendan Kilfoil nominated Counc. McGuire who indicated he was stepping down. There being no other nominations, Counc. Wells was elected Chairperson by acclamation.

Town Manager Jarvie called three times for nominations from the floor for Vice Chairperson, Counc. Wells nominated Pat Palmer for Vice Chair. There being no other nominations, Pat Palmer was elected Vice Chairperson by acclamation.

DRAFT**2.2 Code of Ethics – Instruction**

TM Jarvie gave a brief explanation of the code of ethics to the committee. This is a new procedure adopted by Council for Councillors and Committee Members. The documents in your binder explain the concept and obligations.

3. DELEGATIONS**4. REPORTS****5. UNFINISHED BUSINESS****5.1 Rothesay Common Update**

The Rothesay Common project went out to tender on December 7th and closed today (January 20th). Next step is to have the project awarded at the February council meeting with construction to begin the end of April early May. Director Jensen explained the concept of the project to the new committee members. Questions were raised as to usage, how will we balance skating and hockey. See 6.1

5.2 Wells Park Project

Director Jensen explained the project to the new committee members. Grubbing has started, looking at relocation of the dog park. Plan is to have the project out to tender in March, awarded in April, work to begin May and completed by the fall.

5.3 Multi-Purpose Facility

Multi-Purpose facility project was explained by director Jensen. The Town is waiting on a meeting with the Provincial Government. A brief discussion followed.

5.4 K-Park Right-Of-Way on Town Owned Land

Town Manager Jarvie explained that Council has asked the Parks and Recreation Committee to further discuss the issue of the areas in K Park with public access. The Town owns land that circles the park as well as access points to the water. Does the town want to develop and maintain a path around the park and access to the beach; it will come at a cost. It was explained that this process began when a resident made a complaint. They have a shared driveway with town right of way and have planted shrubs on town property; these property owners do not have the right to restrict public access. TM Jarvie suggests a review with graphics for the new committee members for the next meeting. A brief discussion followed.

6. NEW BUSINESS**6.1 Rothesay Common Ice Schedule**

Director Jensen noted that the schedule before the Committee is just a sample, need to consider if hockey will be allowed on the new ice surface.

Councillor McGuire left at 7:05

Concerns were raised as to possible damage to the benches and the new building etc. Is a fence required to define the area? Director Jensen noted that looking at the sample of

Puddle Duck Pond in New Hampshire the fence is not a hockey fence but a post and rail fence which defines the area. If hockey is to be allowed it will be programmed with staff, much like the staff at the Arthur Miller fields. There will be a huge demand for hockey. Right now it does appear that the Common is mostly used for hockey but there have also been instances when skaters go and are not comfortable skating for fear of being hit with a puck. There is no hockey allowed at the outdoor rink in Quispamsis but it's also a smaller surface. If both hockey and skating will be permitted than a schedule will need to be published. The length of day will have to take into consideration the neighbours surrounding the Common. The Town will need to do some marketing well before hand with the possibility of a survey.

6.2 KV Jazz and Blues Request

Director Jensen informed the committee that Vito's would like to book the month of August and have banners on the lamp posts promoting and celebrating the 10th Jazz and Blues event. Vito's would purchase the banners, town staff would hang them. Although it is a community event there is some concern as to who will ask next. It was suggested that Vito's be approached to have the banners used to advertise the event not Vito's and as a form of sponsorship. There may be a stipulation as to the length of time; Sign By-Law would need to be considered.

Moved by Pat Palmer seconded by Brendan Kilfoil, subject to the Sign By-law; allow Vito's to put up banners as per their request recognizing Rothesay as a sponsor.

CARRIED.

7. DATE OF NEXT MEETING

February 17th, 2015

8. ADJOURNMENT OF MEETING

MOVED by Susan Harley that the meeting be adjourned.

CARRIED.

The meeting adjourned at 7:30 p.m.

Chairperson

Recording Secretary



ROTHESAY



PUBLIC WORKS and INFRASTRUCTURE COMMITTEE MEETING

Wednesday, January 21st, 2015
9:30 a.m.

DRAFT

PRESENT: FRED NELSON
RAHA GOODARZIAN
COUNC. PETER LEWIS
COUNC. MATT ALEXANDER
RYAN SCOVILLE (arrived at 9.55 a.m.)

DIRECTOR OF OPERATIONS – BRETT MCLEAN
RECORDING SECRETARY – WENDY DORAN

ABSENT: SCOTT SMITH
TOWN MANAGER – JOHN JARVIE

Counc. Alexander called the Meeting to order at 9.30 a.m.

1. ELECTION OF OFFICERS:

DO McLean called three times for nominations from the floor for Chairperson. Counc. Lewis nominated Counc. Alexander as Chairperson. There being no other nominations, Counc. Alexander was elected Chairperson by acclamation.

DO McLean called three times for nominations from the floor for Vice Chairperson. Fred Nelson nominated Raha Goodarzian. There being no other nominations, Raha Goodarzian was elected Vice Chairperson by acclamation.

2. APPROVAL OF AGENDA:

MOVED by F. Nelson and seconded by Counc. Lewis to approve the Agenda as circulated.

CARRIED.

3. APPROVAL OF MINUTES:

MOVED by Counc. Lewis and seconded by F. Nelson to approve the Minutes of December 21st as circulated.

CARRIED.

DRAFT**4. DELEGATIONS:
N/A****5. REPORTS & PRESENTATIONS:
N/A****6. UNFINISHED BUSINESS:****6.1 Capital Projects - Update:**

DO McLean reported that all capital projects are complete with the exception of the issue with the Grove Avenue/Hampton Road intersection which ties into Item 6.2. DO McLean gave background information to new committee members. DO McLean distributed pictures to show that the intersections at Grove Avenue/Hampton Road and Marr Road/Hampton Road are alike and fall within the norm for intersection configuration. They are standard, "off the rack" intersections in terms of Engineering. DO McLean also passed out correspondence from the consultant confirming there is nothing unusual about the intersection. DO McLean handed out a second set of drawings of the two intersections. The differentiating factor is that the crosswalk leading from the sidewalk to the island at the corner of Grove Avenue is hidden behind the hedge; therefore, pedestrians waiting to cross over to the island cannot be seen by vehicles travelling down Grove Avenue who turn/yield right to go on Hampton Road. DO McLean advised the solution to the issues surrounding this intersection would be to remove the hedge which is on Town property. Counc. Alexander suggested installing a solar/battery operated blinking light which pedestrians would activate by pushing a button before crossing over to the island. There was a lengthy discussion over the two options proposed.

MOVED by F. Nelson and seconded by R. Goodarzian to:

- ✓ Work with resident with respect to hedge height to no more than three feet;
- ✓ Investigate installing push button activated light bar; and
- ✓ Move crosswalk lines in slip lane further up Grove Avenue.

CARRIED.

6.2 Pedestrian safety concern at the intersection of Grove Ave./Hampton Rd.
– Update:
See Item 6.1.

Meeting Addendum:

DO McLean brought up one issue with respect to Capital Projects updates which involves the rebuild of Anna Avenue, Allan Avenue and Dofred Road for 2015 and changes that can be made under the existing contract.

DRAFT

Ryan Scoville arrived to the meeting at 9.55 a.m.

There was a general discussion on rebuilding of roads in French Village. DO McLean stated that a memo will be presented to Council in February.

7. NEW BUSINESS:**7.1 Follow-up on Rothesay Corner - Discussion**

Counc. Alexander gave background information to new committee members. DO McLean stated this is a project that is at least four years away. A general discussion followed.

Meeting Addendum:

Counc. Alexander advised the Committee that a public meeting has been scheduled for Friday, February 13th with residents from Almon Lane regarding the street reconfiguration that is proposed for this year.

8. CORRESPONDENCE FOR ACTION:

N/A

9. DATE OF NEXT MEETING:

MOVED by Counc. Lewis and F. Nelson to change the time of Public Works & Infrastructure Committee meetings from 9.30 a.m. to 8.30 a.m.

CARRIED.

Date of next regularly scheduled meeting is February 18th at 8.30 a.m.

10. ADJOURNMENT:

MOVED by F. Nelson and seconded by R. Goodarzian to adjourn the meeting.

CARRIED.

Meeting adjourned at 10:40 a.m.

Chairperson

Recording Secretary



ROTHESAY



DRAFT

UTILITIES COMMITTEE MEETING

Wednesday, January 21, 2015
5:30 p.m.

PRESENT: COUNC. MATT ALEXANDER
BLAINE JUSTASON
PAUL BOUDREAU
DR. BRIAN CRAIG
STEPHEN WAYCOTT

DIRECTOR OF OPERATIONS – BRETT MCLEAN
TOWN MANAGER — JOHN JARVIE
RECORDING SECRETARY – WENDY DORAN

Counc. Alexander called the meeting to order at 5.30 p.m.

1. ELECTION OF OFFICERS:

DO McLean called three times for nominations from the floor for Chairperson. Brian Craig nominated Counc. Alexander as Chairperson. There being no other nominations, Counc. Alexander was elected Chairperson by acclamation.

DO McLean called three times for nominations from the floor for Vice Chairperson. Blaine Justason nominated Paul Boudreau. There being no other nominations, Paul Boudreau was elected Vice Chairperson by acclamation.

2. APPROVAL OF AGENDA:

MOVED by B. Craig and seconded by B. Justason to approve the Agenda as circulated.

CARRIED.

3. APPROVAL OF MINUTES:

MOVED by B. Craig and seconded by M. Alexander to approve the Minutes of December 17, 2014 as circulated.

CARRIED.

4. DELEGATIONS:

N/A

DRAFT

5. **REPORTS & PRESENTATIONS:**
N/A

6. **OLD BUSINESS:**

Meeting Addendum:

There was a general discussion on Council's decision with respect to the property developer's request for leniency on water/sewer connection for the proposed apartment building on Gondola Point Road. Counc. Alexander gave new committee members background information.

MOVED by B. Craig and seconded by P. Boudreau that the Utilities Committee ask Council for clarification on previous motion regarding decision on connection fees with property developer at Council meeting of January 12, 2015 in view of the upcoming changes to the Water & Sewer By-Law.

CARRIED.

6.1 Update on on-going work at the Water Plant:

DO McLean reported, for the benefit of the new committee members, that there are three initiatives taking place with respect to potable water: the plant is being expanded to add lab space, office space and to renew the electrical room; replacement of the membranes that treat the water; and finding more raw water going forward to supply the needs of water customers. The treatment capacity of the plant is not being expanded as part of the current project; however there is room to add further treatment capacity to handle more water if required in the future. DO McLean reported that currently the contractor is in the finishing stages; the ceramic tilers are on site and the interior drywall work is complete. The stonework on the exterior of the building is complete and the siding is on backorder. This project is scheduled to be complete by the end of February. There was a general discussion with respect to well fields at the Rothesay town border as it relates to the search for a new raw water source.

6.2 Request for financial assistance with water service lateral failure (Crescent Drive):

DO McLean reported this is ongoing. He gave new committee members background information on the purported issue. A meeting with the residents took place and DO McLean is waiting to receive information from the residents (real costs and letters to the Utilities Committee). He expects it will be March or April before this information is received.

Meeting Addendum:

Counc. Alexander inquired if the septic tank issue in Kennebecasis Park has been resolved. DO McLean reported that they are awaiting Judgment. New committee

members were given background information.

DRAFT

7. **NEW BUSINESS:**
N/A

8. **CORRESPONDENCE FOR ACTION:**
N/A

9. **DATE OF NEXT MEETING:**
February 18, 2015 at 5:30 p.m.

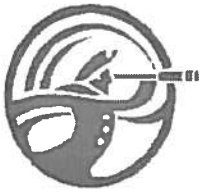
10. **ADJOURNMENT**
MOVED by B. Craig and seconded by S. Waycott to adjourn the meeting.

CARRIED.

Meeting adjourned at 6.25 p.m.

Chairperson

Recording Secretary



INTEROFFICE MEMORANDUM



TO	:	Mayor Bishop & Council
FROM	:	John Jarvie
DATE	:	5 February 2015
RE	:	Utilities Committee Motion Regarding Deferment of Connection Fees

Attached are the minutes from the Utilities Committee meeting of January 17th. At that meeting the Committee passed the following motion:

MOVED by B. Craig and seconded by P. Boudreau that the Utilities Committee ask Council for clarification on previous motion regarding decision on connection fees with property developer at Council meeting of January 12, 2015 in view of the upcoming changes to the Water & Sewer By-Law.

This memorandum is intended to provide some elaboration on the background to the motion. The motion was based on a concern regarding the amended motion passed at the January Council meeting. This motion concurred with the Committee's recommendation that there be a time period for the payment of connection fees for the new A. Malcolm Properties Ltd. apartment building on Gondola Point Road.

MOVED by Counc. Alexander and seconded by Counc. McGuire that Adam Hoar be allowed 36 months to pay the connection fee (at current By-Law rates) based on the size of the development and the considerable infrastructure costs to date borne by A. Malcolm Properties Ltd.

Amending motion:

MOVED by Counc. Lewis and seconded by Counc. MacDonald the following be inserted following "36 months":

" , from the time of the issuance of the occupancy permit, "

The normal practice in administering the requirements of the Water By-law is for the fees to be paid at the time the permit for the water service is issued; this in turn generally coincides with time when the connection to the building is being installed. The concern of the Committee arises from a previous request not to charge the fee until the occupancy permit was issued. This request was refused after considerable discussion and based on what the committee considered sound rationale.

The effect of the amendment to the original motion was to extend the grace period for paying the fees by about one year, the construction time estimated to complete the building ready for occupancy. Committee members expressed concern about consistency and fairness in the way in which customers/developers are treated. The time of the issuance of the water connection permits was also noted as an easily definable date where staff sometimes have difficulty with occupancy permits when buildings are not completely finished and deficiencies exist.

Council may wish to reconsider its approach by granting the interest relieve based on the time when the connection charge would be typically be due, i.e. the date at which the connection permit is issued or alternatively to a certain date, say June 30th, 2018. A further possibility would be to develop a payment schedule requiring annual payments of say 33% of the connection fee due in June of each year beginning in 2016 or the date of the connection permit, whichever is later.



ROTHESAY

MEMORANDUM



TO	:	Mayor and Council
FROM	:	Recording Secretary Utilities Committee
DATE	:	January 29, 2015
RE	:	Recommendation from Utilities Committee re: Connection rates for proposed apartment building development on Gondola Point Road.

Please be advised the Utilities Committee passed the following motion at its regular meeting on Wednesday, January 21, 2015:

MOVED by and seconded by that the Utilities Committee ask Council for clarification on previous motion regarding decision on connection fees with property developer at Council meeting of January 12, 2015 in view of the upcoming changes to the Water & Sewer By-Law.

CARRIED.

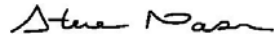
Wendy Doran
Recording Secretary

January 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>
2015/01/12	2015-001	2384 Rothesay Rd.	Detached garage to Single Family	\$90,000.00	\$652.25
2015/01/23	2015-002	38 Cameron Road	Renovations	\$80,000.00	\$580.00

	Value of Construction	Building Permit Fee
Monthly Total Jan. 2015 **	<u>\$170,000.00</u>	<u>\$1232.25</u>
Summary for 2015 to Date**	<u>\$170,000.00</u>	<u>\$1,232.25</u>

Steven Nason, CBCO



Building Inspector

Monthly Total Jan 2014	<u>\$917,500.00</u>	<u>\$6,687.50</u>
Summary for 2014 to Date	<u>\$917,500.00</u>	<u>\$6,687.50</u>
**Excludes Water / Sewage Fees		



ROTHESAY
2015February9OpenSessionFINAL_049
PLANNING ADVISORY COMMITTEE
MEETING MINUTES
Monday, February 2, 2015
Common Room, Rothesay Town Hall



PRESENT: Bill Kean, Vice Chairperson
Colin Boyne
Ewen Cameron
Tracy Langley
Councillor Peter Lewis
Craig Pinhey
Councillor Miriam Wells

DRAFT

Town Manager John Jarvie
Director Planning/Development Services (DPDS) Brian White
Administrator Mary Jane Banks

ABSENT: Laurie Gale

DPDS White called the meeting to order at 5:30 p.m.

1.1 Election of Officers

DPDS White called three times for nominations from the floor for Chairperson. Counc. Wells nominated Bill Kean as Chairperson. There being no other nominations, Bill Kean was elected Chairperson by acclamation.

Bill Kean, Chairperson, assumed the Chair.

Chairperson Kean called three times for nominations from the floor for Vice Chairperson. Counc. Lewis nominated Laurie Gale as Vice Chairperson. There being no other nominations, Laurie Gale was elected Vice Chairperson by acclamation (on the basis she will accept the position).

1.2 PAC Polling Policy/2015 Meeting Schedule

MOVED by Counc. Wells and seconded by Tracy Langley the revised polling policy and 2015 Meeting Schedule be approved as circulated.

CARRIED.

2. ADOPTION OF MINUTES

MOVED by Counc. Lewis and seconded by Counc. Wells the minutes 3 November 2014 be adopted as circulated.

CARRIED.

3. OLD BUSINESS

n/a

4. NEW BUSINESS

4.1 15 Marr Road

Ironwood Enterprises Inc. (Scott Robinson)

OWNER:

Dan & Betty Humphrey

PID:

30198659

PROPOSAL:

Conditional use daycare, variances

Mr. Robinson was in attendance. A brief summary of the proposal was given. There was general discussion with respect to the following: consent of the property owners has been received, lot size is larger than required, building size is less than maximum permitted, all setbacks have been met with the exception of the front yard setback, no guidelines for parking in the Zoning By-law, a general guideline of 28 spaces was used and applicant is proposing 20 spaces, 14 employees (8 drive and 6 walk), permitted use in Central Commercial zone subject to Committee approval and provincial regulations must be met prior to a license being issued, capacity for 120 children, utility easement (Bell Aliant) cannot be impeded or moved, proposed outdoor play space is larger than required under provincial legislation, possibility of reduction of play area and additional parking spaces, percentage of trees and green space required is approved by Development Officer, requirement for a buffer between commercial and residential properties, and proposed future development of road adjacent to southeast property boundary.

Mr. Robinson confirmed the proposal is reviewed by the province and a final onsite inspection is undertaken by the province prior to the issuance of a license.

MOVED by Counc. Wells and seconded by Counc. Lewis the Planning Advisory Committee grant a variance for a reduced front yard setback to 3m for a building at 15 Marr Road PID 30198659.

CARRIED.

MOVED by Counc. Wells and seconded by Tracy Langley the Planning Advisory Committee grant a variance for a reduced parking requirement of 23 parking spaces for a daycare at 15 Marr Road PID 30198659.

CARRIED.

MOVED by Counc. Wells and seconded by Ewen Cameron that the use of the property as a daycare be conditional upon obtaining licencing with the Province and meeting the outdoor play space requirements of the New Brunswick Child Day Care Facilities Operator Standards, for the property identified as 15 Marr Road, PID 30198659.

CARRIED.

4.2 42 Marr Road

640331 NB Ltd. (Ron Jones)

OWNER:

640331 NB Ltd

PID:

00246827

PROPOSAL:

Discharge of existing development agreement

Mr. Jones sent his regrets due to illness. DPDS White gave a brief summary of the proposal. The following comments were made: existing agreement takes precedence over the Zoning By-law and restricts use for office purposes only, proposal is for a personal services establishment, removal of agreement will require all conditions of Zoning By-law to be met, requirement for fencing or additional vegetation screening and the Zoning By-law requirements provide sufficient land-use regulation and control if the existing agreement is removed.

ROTHESAY

Planning Advisory Committee
Meeting minutes

2015 February 9 Open Session

DRAFT

2 February 2015

MOVED by Counc. Wells and seconded by Counc. Lewis the Planning Advisory Committee recommend to Council to authorize the Mayor and Clerk to enter into a discharge agreement for the property at 42 Marr Road, identified as PID 00246827.

ON THE QUESTION:

Counc. Lewis requested the developer be advised of the current deficiencies prior to the Council meeting.

CARRIED.

5. NEXT MEETING

The next Committee meeting will be held on Monday, March 2, 2015.

6. ADJOURNMENT

MOVED by Counc. Wells and seconded by Tracy Langley the meeting be adjourned.

CARRIED.

The meeting adjourned at 6:10 p.m.

Chairperson

Recording Secretary



ROTHESAY

MEMORANDUM



TO	:	Mayor and Council
FROM	:	Planning Advisory Committee Recording Secretary
DATE	:	4 February 2015
RE	:	42 Marr Road – discharge agreement

Please be advised the Planning Advisory Committee passed the following motion at its regular meeting on Monday, February 2, 2015:

MOVED ... and seconded..... the Planning Advisory Committee recommend to Council to authorize the Mayor and Clerk to enter into a discharge agreement for the property at 42 Marr Road, identified as PID 00246827.

CARRIED.

RECOMMENDATION:

Council authorize the Mayor and Clerk to enter into a discharge agreement for the property at 42 Marr Road, identified as PID 00246827.



To: Chair and Members of Rothesay Planning Advisory Committee

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

Date: Wednesday, January 21, 2015

Subject: Discharge of a 2004 development agreement on 42 Marr Road PID 00246827

Applicant:	Ron Jones, Director 640331 N.B. LTD.	Property Owner:	640331 N.B. LTD.
Mailing Address:	42 Marr Road ROTHESAY, NB E2E 3K6	Mailing Address:	42 Marr Road ROTHESAY, NB E2E 3K6
Property Location:	42 Marr Road	PID:	00246827
Plan Designation:	Central Commercial	Zone:	General Commercial Zone [GC]
Application For:	Discharge of existing development agreement		
Input from Other Sources:			

Origin:

An application from Ron Jones, Director of 640331 N.B. LTD. requesting that Council consent to the discharge of a 2004 development agreement on 42 Marr Road PID 00246827 (see location map Attachment A).

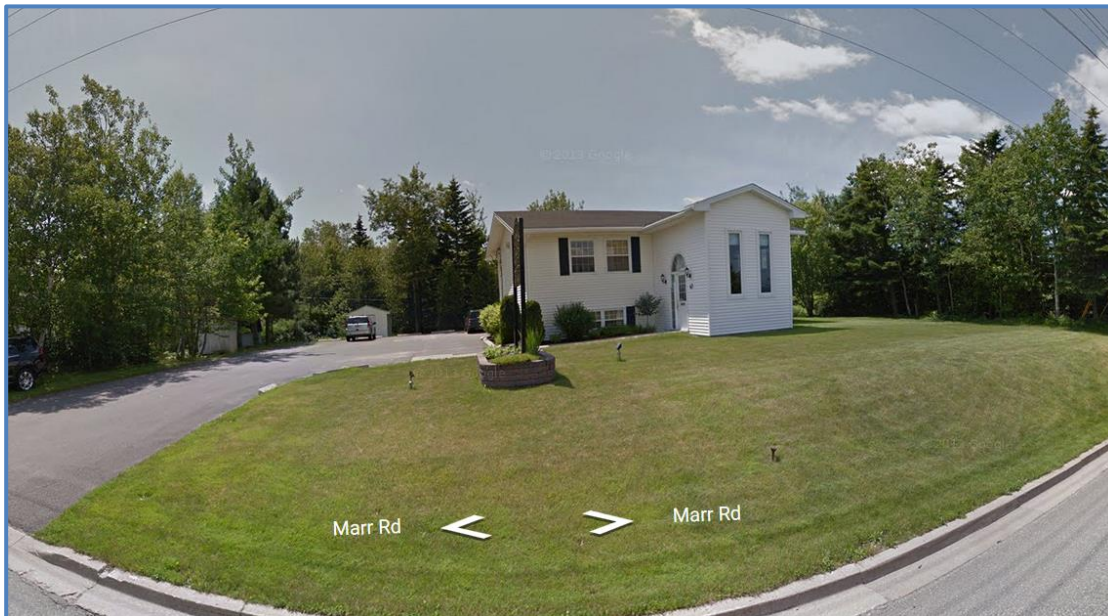


Figure 1 - 42 Marr Road

Background:

In 2003 the original property owner Mr. Rod Crowther of Kings Valley Consulting Ltd. made application to change the land use designation of the subject property from Mixed Residential to General Commercial and to rezone the property from Single-Family Residential – Standard Zone (R1-B) to General Commercial (GC).

A Public Hearing was held on November 10, 2003 and Council did subsequently amend the Municipal Plan and Zoning By-law in order to designate the subject property General Commercial and to rezone to General Commercial. Council also required that a development agreement (See Attachment B) be included to ensure the conditions of development. On February 16, 2004 Council did enter into an agreement registered as Document Number # 17993339 with 514365 N.B. INC. to allow for the development of a commercial office building at 42 Marr Road, identified as PID # 00246827.

The agreement among other things, limits the use of the lands to office use only. The agreement states the following:

Land Use

11. *The Developer expressly agrees that the Lands will be used for **office purposes only** and the building will be made barrier free in accordance with the National Building Code.*

The applicant now wishes to use a portion of the building for a hair and beauty salon which would be permitted as a “personal service establishment¹” under the existing zone. However, the development agreement represents a more stringent condition on the property that supersedes the zoning by-law and therefore the salon is not permitted.

A development agreement is literally a contract between a municipality (Rothesay) and a property owner (usually a developer). The agreement sets the standards and conditions that govern the development of the property. It provides certainty to the developer that their project will be isolated from changes in the Town’s zoning laws over the course of development, but it also contracts the developer to provide benefits to the municipality, such as infrastructure improvements in exchange for that certainty. Staff are keen to discharge development agreements when the conditions in the agreement that benefit the Town have been fulfilled.

Staff have reviewed the applicant’s submission and have determined that the discharge of the agreement would permit greater compatibility with the zoning by-law and commercial character of Marr Road. Staff are of the opinion that the existing agreement has been fulfilled and that the Zoning By-law would represent sufficient landuse control over the property.

Recommendation:

It is recommended THAT the Planning Advisory Committee:

Recommend that Council authorize the Mayor and Clerk to enter into a discharge agreement for the property at 42 Marr Road, identified as PID # 00246827.

Attachments:

Attachment A	Location Map 15 Marr Road PID 30198659
Attachment B	Original 2003 Agreement
Attachment C	Proposed Discharge Agreement



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

Date: Wednesday, January 21, 2015

¹ “PERSONAL SERVICE ESTABLISHMENT means an establishment providing services for personal care and appearance; for the cleaning, servicing, altering and maintenance of personal wardrobe, articles and accessories.”
Rothesay Zoning By-law 2-10

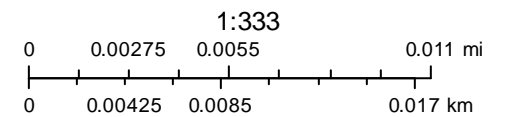
42 Marr Road PID00246827

2015February9OpenSessionFINAL_055



January 21, 2015

- | | | |
|--------------------------|--------------------------------|---------|
| Civic Address | Arterial | Private |
| Property (Single-Family) | Collector; Municipal Collector | Highway |
| Encumbrance | Municipal Local; Primary Local | Other |



GIS Services, Town of Rothesay

Author Name

This product is for informational purposes only and has not been prepared for, nor is suitable for legal, engineering, or surveying purposes.

FEBRUARY 2004

THIS AGREEMENT made in triplicate this 16 day of ~~December~~ 2003.

BY AND BETWEEN:

514365 N.B. INC.. with offices at
35 Robinson Road in Rothesay, New
Brunswick, E2E 4X4 hereinafter
called the "Developer",

OF THE FIRST PART,

- and -

ROTHESAY, a Municipality, in the
County of Kings and Province of
New Brunswick, hereinafter called
the "Town",

OF THE SECOND PART.

WHEREAS the Developer represents itself to be the owner in fee simple of approximately one thousand, five hundred and seventy one square metres (1571m²) of land known as 42 Mart Road, Property Identification Number 00246827, which land is hereinafter referred to as the "Lands", such lands being located in Rothesay, in the County of Kings and the Province of New Brunswick; and

WHEREAS the Developer has proposed to the Town to have the Lands re-zoned from Single Family Residential R1B to General Commercial (GC) and developed generally in accordance with Schedule "A" for office purposes ; and

WHEREAS the Town, through By-Law 2-02-6 enacted December 8, 2003 a preparedness to accede to the Developer's re-zoning request pursuant to Section 39 of the Community Planning Act, R.S.N.B. (1973) Chapter C-12 and amendments thereto, subject to the terms and conditions which are contained herein:

NOW THEREFORE THIS INDENTURE WITNESSETH that in consideration of these presents, the re-zoning applied for by the Developer and the terms conditions and covenants contained herein, the parties hereto agree each with the other as follows:

Sanitary Sewer System

1. It is expressly agreed and understood that all new connections to the Town sanitary sewer system shall be approved by the Town Engineer or such other person as is designated by the Town.

Rothsaw

**Development Agreement 42 Marr Road
03/12/03**

Water Supply

2. It is expressly agreed and understood that all new connections to the Town water mains shall be approved by the Town Engineer or such other person as is designated by the Town and shall occur at the sole expense of the Developer.

Storm Water Control System

3. The Developer agrees to prepare at its expense and submit for approval by the Town, prior to commencing any work on the storm water control system, such plans as required by the Town, for a system to direct storm water from the site to a receiving stream or municipal storm sewer satisfactory to the Town.
4. The Developer shall carry out, ensuring compliance with Town By-laws and Municipal Plan and subject to inspection and approval by Town representatives, and pay for the entire actual costs of the following:
 - (a) construction of a storm water control system including swales, pipes, fittings, pre-cast sections for manholes and catch basins and drop-structures if required capable of removing storm water from the lands during a one in ten year peak storm flow as well as top-soil, rip-rap and hydro-seeding and/or seeding of shoulders all disturbed areas of the site not covered by buildings, asphalt parking area or miscellaneous ancillary structures and discharging to a receiving stream at a point approved by the Town Engineer or such other person as designated by the Town; and
 - (b) providing and granting to the Town, its successors and assigns, unencumbered easements, in the form customarily used by the Town, which the Town may deem necessary to adequately provide for the operation and maintenance of the storm water control system.
5. The written certification of a Professional Engineer, licensed to practice in the Province of New Brunswick that the construction of the said storm water control system has been satisfactorily completed and constructed in accordance with the approved plans is required prior to the use of the building or portions thereof for commercial purposes upon the Lands pursuant to the specific proposal under this Agreement.

Development of Site

6. The Developer agrees to prepare at its expense and submit for approval by the Development Officer, within such landscaping plans as required by the Development Officer, to set out the final design for all parts of the Lands not covered by the building and including such elements as trees, shrubs and turf, access and exit driveways, parking areas, internal vehicle routes, loading/unloading areas, directional and incidental signage, concrete curbing and fences and for greater certainty such landscaping is to include sufficient plant material or fencing to buffer the adjacent residential uses.
7. The Developer shall create, install, construct and maintain the work shown on the plans prepared and approved in accordance with Paragraph 6.
8. The Developer shall maintain, at its own expense, the Lands, buildings or structures shown on the Site Plan in a condition appropriate to the area in which it is located, such determination to be made in accordance with minimum standards prescribed by the Town and for greater certainty the Developer shall undertake to protect all trees on the lands that are not located on the proposed parking lot and shall replace any trees otherwise damaged by construction.

Site Plan and Building Permit

9. The Developer expressly agrees and understands that notwithstanding any provision of the Town's Building By-law or any statutory by-law or regulatory provision to the contrary, the Building Inspector shall not issue a development permit to the Developer 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 in a sum of eight thousand dollars (\$8,000), an amount deemed sufficient to cover the Town Engineer's estimate of the cost to complete, to the satisfaction of the Town Engineer, the work required by this agreement, within twelve (12) months of the delivery to the Town of the said security; and
10. The Letter of Credit shall contain a provision that upon the expiration of a twelve (12) 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 required by this agreement by resolution of Town Council and the Developer has been notified of such by registered mail.

Rothsay

Development Agreement 42 Marr Road
03/12/03

Land Use

11. The Developer expressly agrees that the Lands will be used for office purposes only and the building will be made barrier free in accordance with the National Building Code.

Retaining Walls

12. The Developer agrees that the use of gabien basket retaining walls are not appropriate and will not be used for erosion protection or slope stability for the development.
13. Any retaining walls required on the site will be designed by of a Professional Engineer, licensed to practice in the Province of New Brunswick.

Indemnification

14. 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 except claims or actions resulting from the negligence of the Town, and the Developer shall file with the Town prior to the commencement of any work on Phase 2 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 (\$2,000,000.⁰⁰). 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 as required by this Agreement.

Notice

15. 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 514365 N.B. INC.. with offices at 35 Robinson Road in Rothsay, New Brunswick, E2E 4X4 c/o James Kendall Higgins and Arlene Higgins and to the Town if delivered personally or by prepaid mail addressed to the Town of 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.

Rothsay

Development Agreement 42 Marr Road
03/12/03

By-laws

16. 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

17. The Town reserves the right and the Developer agrees that the Town has the right to terminate this Agreement without compensation to the Developer.
18. The Developer agrees that if the specific proposal has not been completed satisfactorily such that the written certification contemplated in this agreement could reasonably be issued within twenty-four (24) months of the execution of this Agreement, the Town may call the Letter of Credit described in 10 and apply the proceeds to the cost of completing the work mentioned in this 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.

Severability

19. 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.

Entire Agreement

20. 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.

Reasonableness

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

Rothsay

Development Agreement 42 Marr Road
03/12/03

This Agreement shall ensure to the benefit of and be binding upon the parties hereof, their successors and assigns respectively.

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

SIGNED SEALED AND DELIVERED

in the presence of

David Olney

SEAL

David Olney

Witness

R. Bowdler

R. Bowdler

ROTHESAY

per

William J. Bishop
William J. Bishop
Mayor

and

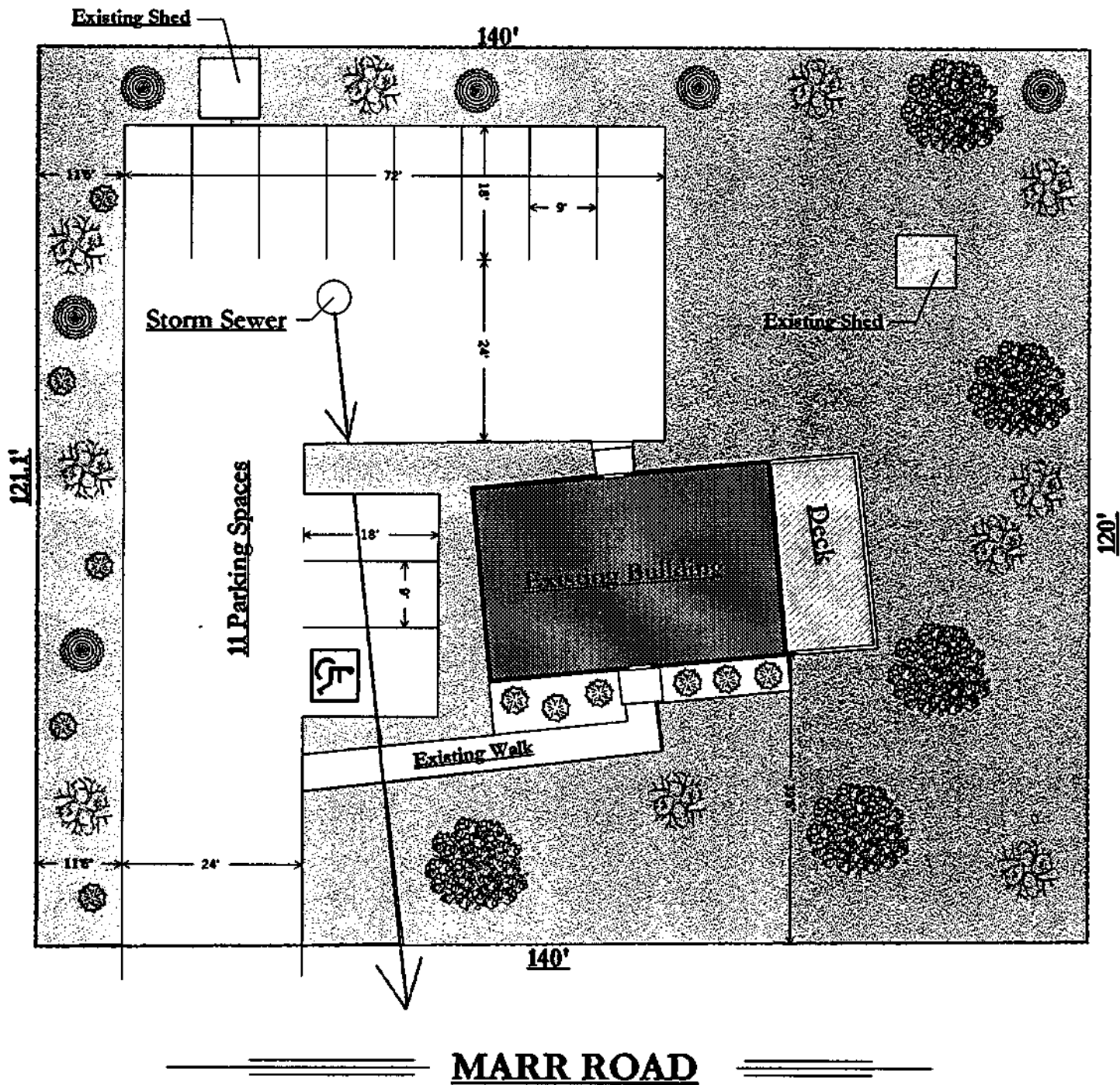
per

Mary Jane Banks
Mary Jane Banks
Clerk

James Kendal Higgins
James Kendal Higgins
514365 N.B. INC.

Arelene Higgins
Arelene Higgins
514365 N.B. INC.

Schedule A
Development Concept Plan



Drawn For:	
Higgins Insurance	
Job Name:	
Parking Layout	
Date:	Drawn By:
June-2003	R. B. Shephard

78

Rothsay

Development Agreement 42 Marr Road
03/12/03

PROVINCE OF NEW BRUNSWICK

COUNTY OF KINGS

AFFIDAVIT

I, JAMES KENDALL HIGGINS as Director of 314365 N.B. INC. of
Rothsay, New Brunswick, **MAKE OATH AND SAY THAT:**

1. 314365 N.B. Inc. of which I am Director, is the registered Property Owner of the Lands which are the subject of this Agreement and as such have personal knowledge of the matters and facts herein deposed to.
2. That the Property Owner and the Developer is the same person under this agreement and the Developer is authorized to execute documents in the name and on behalf of the said property owner.
3. The signature "James Kendall Higgins" to the foregoing indenture is my signature and is in the proper handwriting of me, this deponent;
4. The said signature was subscribed to the said indenture thereto for the purpose of execution on behalf of the Developer.

SWORN TO BEFORE ME at the Town of
Rothsay, in the County of Kings, and
the Province of New Brunswick, this 20th
day of January, 2008.

Judy Crowther
A COMMISSIONER OF OATHS
Judith L. Crowther
A Commissioner of Oaths
My Commission Expires Dec. 31, 2008

James Kendall Higgins
James Kendall Higgins

Rothsay

Development Agreement 42 Marr Road
03/12/03

PROVINCE OF NEW BRUNSWICK

COUNTY OF KINGS

AFFIDAVIT

I, ARLENE HIGGINS as Director of 314365 N.B. INC. of Rothsay, New Brunswick, MAKE OATH AND SAY THAT:

5. 314365 N.B. Inc. of which I am Director, is the registered Property Owner of the Lands which are the subject of this Agreement and as such have personal knowledge of the matters and facts herein deposed to.
6. That the Property Owner and the Developer is the same person under this agreement and the Developer is authorized to execute documents in the name and on behalf of the said property owner.
7. The signature "Arlene Higgins" to the foregoing indenture is my signature and is in the proper handwriting of me, this deponent;
8. The said signature was subscribed to the said indenture thereto for the purpose of execution on behalf of the Developer.

SWORN TO BEFORE ME at the Town of
Rothsay, in the County of Kings, and
the Province of New Brunswick, this 20th
day of January, 2003.

Judy Crowther
A COMMISSIONER OF OATHS
Judith L. Crowther
A Commissioner of Oaths
My Commission Expires Dec. 31, 2004

Arlene Higgins
Arlene Higgins

Rothsay

Development Agreement 42 Marr Road
03/12/03

PROVINCE OF NEW BRUNSWICK

COUNTY OF KINGS

AFFIDAVIT

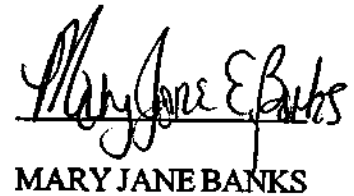
I, MARY JANE BANKS, of the town of Rothsay, in the County of Kings and Province of New Brunswick, MAKE OATH AND SAY AS FOLLOWS:

1. That I am the Clerk of the town of Rothsay, a municipality in the County of Kings and Province of New Brunswick and have personal knowledge of the matters and facts herein deposed to and have the authority to make this affidavit on behalf of the Town.
2. That the signature "Mayor William J. Bishop" subscribed to the within instrument is the signature of Mayor William J. Bishop, who is the Mayor of the town of Rothsay, and the signature "Mary Jane Banks" is my signature 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.
3. That the Mayor and Clerk of the Town are duly authorized by the said Town to execute the within instrument.
4. That the Corporate seal affixed to the said instrument is the Corporate seal of the said Town.

SWORN TO BEFORE ME at the town of
Rothsay, in the County of Kings, and
the Province of New Brunswick, this 16th
day of February, 2003. 4 am


A COMMISSIONER OF OATHS

S.M. HATCHER
Commissioner of Oaths
My Commission Expires
December 31, 2006 .


MARY JANE BANKS

Rothesay

DISCHARGE AGREEMENT

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

Parcel Identifier
of Parcel Burdened
by Agreement:

00246827

Owner of Land Parcels:

640331 N.B. LTD.
42 Marr Road
ROTHESAY, NB E2E 3K6

Agreement with:

Rothesay
70 Hampton Road
ROTHESAY, NB E2E 5L5

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
at 42 Marr Road, Rothesay PID 00246827 (hereinafter called the "Lands");

AND WHEREAS Rothesay did on February 16, 2004 enter into an
agreement with 514365 N.B. INC. to allow for the development of a commercial
office building and which was registered at the Kings County Land Registry office
in Hampton, NB as Document Number # 17993339 (hereinafter called the
"Existing Agreement");

AND WHEREAS the Developer has requested that the Existing
Agreement be discharged;

AND WHEREAS, pursuant to the procedures and requirements contained
in the *Community Planning Act*, Rothesay Council approved this request by
resolution at a meeting held on February 9, 2015;

WITNESS that it is agreed that the Lands are hereby discharged
from the Agreement.

Development Agreement

Rothsay & Cachal Property
Investments Inc.

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

Date: _____, 2015

Witness: 640331 N.B. LTD.

Ronald H. Jones, Director

Witness: Rothsay:

Mayor

Clerk

Form 45

AFFIDAVIT OF CORPORATE EXECUTION

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

Deponent: Ronald H. Jones, Director
640331 N.B. LTD.
42 Marr Road
ROTHESAY, NB E2E 3K6

Office Held by Deponent: Director

Corporation: 640331 N.B. LTD.

Place of Execution: Rothesay, Province of New Brunswick.

Date of Execution: _____, 2015.

I, **Ronald H. Jones**, 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 “Ronald H. Jones” 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 _____, 2015.

BEFORE ME:

Commissioner of Oaths

Ronald H. Jones

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: _____, 2015.

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 _____, 2015.)

BEFORE ME:)
)

Commissioner of Oaths)

MARY JANE E. BANKS



ROTHESAY

MEMORANDUM



TO	:	Mayor and Council
FROM	:	Town Clerk Banks
DATE	:	4 February 2015
RE	:	By-laws 1-15 and 2-15

Further to the attached memoranda prepared by the Director of Operations, should Council give 1st and 2nd Reading by title to By-laws 1-15 and 2-15, it is also recommended the draft By-laws be posted on the Town website prior to 3rd Reading by title and Enactment.

BACKGROUND

The Municipalities Act, RSNB 1973, c M-22 requires reading in entirety of any By-laws to be enacted under its authority. However, Sections 11 and 12 of the Act allow for the posting of an advertisement on the Town website that describes the by-law by title and generally by subject matter, and that also includes notice it can be reviewed in the Clerk's office during a two week period. Following this two week period and, if no member of Council objects, the by-law may be read by section numbers only.

With the approval of Council, a draft copy of the By-law will be posted on the Town website, along with the required notice. A copy will be made available in the Clerk's office for review as well.

RECOMMENDATIONS:

- Council authorize staff to advertise By-law 1-15 on the website, in accordance with Sections 11.1 and 12(1) of the *Municipalities Act*, RSNB 1973, c. M-22
- Council authorize staff to advertise By-law 2-15 on the website, in accordance with Sections 11.1 and 12(1) of the *Municipalities Act*, RSNB 1973, c. M-22

Mary Jane Banks




70 Hampton Road
Rothesay, NB
E2E 5L5 Canada

Rothesay Council
February 9, 2015

TO: Mayor Bishop and Members of Rothesay Council

SUBMITTED BY:



John Jarvie, Town Manager

DATE: February 3, 2015

SUBJECT: By-law 1-15: Sewage By-law

RECOMMENDATION

It is recommended that Rothesay Mayor and Council:

1. Give first reading to By-law 1-15: Sewage By-law; and
2. Give second reading to By-law 1-15: Sewage By-law.

ORIGIN

The Sewage By-law was last revised in 2004. The Utilities Committee has reviewed the 2004 By-law and recommend acceptance of the attached revisions.

BACKGROUND

In early 2014 the Utilities Committee undertook the task of reviewing and revising the Sewage By-law. The 2004 By-law was divided into manageable sections for review during the periods between (monthly) committee meetings. Over the course of several meetings the By-law was reviewed in detail and suggestions from Committee members and staff were debated. Consensus

on revisions, if any, was achieved for each section of the By-law before the Committee moved on to the next section. Once this process was complete a final review was completed by all members and the revised, reformatted By-law was drafted by the secretary.

At their meeting of October 15, 2014 the Committee passed the following motion:

1. Moved by T. Langley and seconded by C. Northrup to send the Sewer By-law to Council for their approval

CARRIED

DISCUSSION

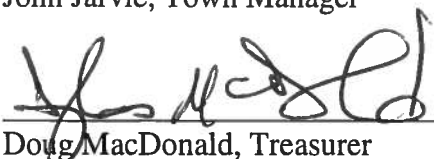
A copy of the final revision of the By-law as well as a copy of the current (2004) By-law (showing the changes) has been attached to this report.

The Sewage By-Law was largely unchanged from the 2004 version. The revisions are mainly grammatical with the addition/ clarification of some of the definitions and the rewording of Section 9.2 – Sewer Service Charge as being included in Schedule “B” of the By-law.

By-law 1-15 will continue to be proofed by staff until such time as third reading is approved by Council.

Report Prepared by: 
Brett McLean, Director of Operations

Report Approved by: John Jarvie, Town Manager

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



WATER & SEWER COMMITTEE MEETING

Wednesday, October 15, 2014
5:30 p.m.

PRESENT: COUNC. MATT ALEXANDER
TRACY LANGLEY
CHRIS NORTHRUP

DIRECTOR OF OPERATIONS – BRETT MCLEAN
ACTING TOWN MANAGER/DPDS — BRIAN WHITE
RECORDING SECRETARY – WENDY DORAN

ABSENT: DR. BRIAN CRAIG

Counc. Alexander called the meeting to order at 5.40 p.m.

1. APPROVAL OF AGENDA:

MOVED by T. Langley and seconded by C. Northrup to approve the Agenda as circulated.

CARRIED.

2. APPROVAL OF MINUTES:

MOVED by C. Northrup and seconded by T. Langley to approve the Minutes of September 17, 2014 as circulated.

CARRIED.

3. DELEGATIONS:

N/A

4. REPORTS & PRESENTATIONS:

N/A

5. OLD BUSINESS

5.1 Update on ongoing work at Water Plant:

DO McLean reported that the structural steel has arrived and the trusses will be installed shortly for the new roof. The contractor has tarps covering the roof area to prevent water from entering through the existing roof while the new roof is constructed.

He did note that the project got off to a slow start and subsequently a meeting was held last week with the contractor to discuss the schedule. They have submitted a detailed plan to be done by December 20th. The contractor was given written notice that if work is not complete by that date, the contractor will be responsible for fees associated with having the consultant inspector on site.

5.2 Water Source - Update:

DO McLean reported that he met with BGC (the Consultant). DO McLean stated that out of the four wells, two are potentially sustainable and two are definitely not. They would like to drill one more well to see what results may yield from that. A short discussion followed.

5.3 Water & Sewer By-Law – Final Review:

Final edits have been completed. DO McLean noted that the most fundamental change was Item 4.15 in the Water By-Law.

MOVED by T. Langley and seconded by C. Northrup to send the Water By-Law to Council for their approval.

CARRIED.

MOVED by T. Langley and seconded by C. Northrup to send the Sewer By-Law to Council for their approval.

CARRIED.

6. NEW BUSINESS:

6.1 WWTP Build Canada Application:

DO McLean reported these applications went before Council last evening and were approved for submission to RDC. Town Staff will submit the applications this week; the deadline is October 24th.

6.2 Well Cleaning 2014:

DO McLean reported that while the water quality in the town source at Carpenter's Pond is very good, it does contain manganese which causes a build-up in the pipes. As a result, the wells need to be cleaned. This is on a four year rotational schedule with two of the eight wells cleaned each year.

6.3 Site Well Assessments:

There was a short discussion on the condition of the well at the McGuire Centre. It was determined that the well at this location was not suitable for operating a Warming Centre. DO McLean stated that there is a recommendation forthcoming to include in the 2015 budget to extend the town water line to the Bill McGuire Centre.

DO McLean reported on the water system in general. He stated that there are currently three dead ends on pipes located in the Isaac/Gondola Point Road/Strong

Court area where the town needs to flush each year at a significant cost. DO McLean stated that it is proposed in the 2015 budget to install a pipe connecting these three dead ends and eliminating the need to flush, as well as replacing pipes on Almon Lane. DO McLean also commented that well-houses and amalgamating the raw water systems are now proposed in the 2016 budget. The proposed sewer collection system modifications are in the 2015 budget, followed by the sewage treatment plant in 2017.

7. CORRESPONDENCE FOR ACTION:

N/A

8. DATE OF NEXT MEETING:

November 19th, 2014 at 5:30 p.m.

9. ADJOURNMENT

MOVED by T. Langley and seconded by C. Northrup to adjourn the meeting.

CARRIED.

Meeting adjourned at 6.20 p.m.



Chairperson



Recording Secretary

BY-LAW 1-15
SEWAGE BY-LAW

The Council of Rothesay, under authority vested in it by Section 189 of the *Municipalities Act* R.S.N.B. (1973), Chapter M-22, and amendments thereto, hereby enacts as follows:

TITLE

1. This By-law may be cited as the "Sewage By-law".

DEFINITIONS

2. In this By-law, unless otherwise stated:
 - a) "Biochemical Oxygen Demand" or "BOD" means the quantity of oxygen expressed in milligrams per litre, utilized in the biochemical oxidation of matter within a one hundred and twenty hour period at a temperature of twenty degrees centigrade as determined in procedures set forth in "Standard Methods";
 - b) "Building Sanitary Drain" means that part of the lowest horizontal piping of a drainage system which collects wastewater from drainage pipes inside the walls of the building and conveys it to the building sewer which begins one metre outside the inner face of the building walls;
 - c) "Building Sanitary Sewer" means the extension of the building sanitary drain to the lateral;
 - d) "Building Storm Drain" means that part of the lowest horizontal piping within a building which conducts water or storm water to a building storm sewer;
 - e) "Building Storm Sewer" means the extension from the building storm drain to the storm sewer main or other discharge point;
 - f) "Chemical Oxygen Demand" or "COD" means the quantity of oxygen expressed in milligrams per litre, utilized in the chemical oxidation of organic matter under standard laboratory procedure, according to "Standard Methods";
 - g) "Commercial Unit" means a separate set of quarters used for other than residential purposes with a private entrance from outside the premises or from a common hallway or stairway inside;
 - h) "Committee" means the Water and Sewerage Committee of Rothesay, as appointed by the Mayor;
 - i) "Council" means the Mayor and Council of Rothesay;
 - j) "Dwelling unit" means a separate set of living quarters with a private entrance from outside the premises or from a common hallway or stairway inside;
 - k) "Domestic wastewater" means wastewater derived principally from dwellings;

- l) "Effluent" means treated wastewater ;
- m) "Engineer" means the Town Engineer or his designate;
- n) "Equivalent User Units" means the rate at which non-single family residential users are charged for maintenance, construction and use of the sewer system; calculated with an average residential household as the base single unit;
- o) "Grease" means total oil and grease extracted from aqueous solution or suspension according to the laboratory procedures set forth in "Standard Methods", and includes, but is not limited to, hydrocarbons, esters, oils, fats, waxes and high molecular fatty acids;
- p) "Industrial unit" means an area of land with or without buildings or structures on which activities take place pertaining to industry, manufacturing, commerce, trade, business, or institutions as distinguished from domestic dwellings;
- q) "Institutional unit" means an area of land with or without buildings or structures on which activities take place pertaining to public or non-profit purposes, and without limiting the generality of the foregoing, may include such uses as schools, places of worship, indoor recreation facilities, community centres, public hospitals and government buildings;
- r) "Interceptor" means a receptacle that is installed to prevent oil, grease, sand or other materials from passing into the sewer system;
- s) "Lateral" means that portion of a sewer used to extend a sanitary sewer across a street, roadway or right-of-way to connect to a building sanitary sewer at a point one (1) metre outside the inner face of the building walls;
- t) "Matter" includes any solid, liquid, or gas;
- u) "May" is construed as permissive;
- v) "Natural Outlet" is any outlet from a natural watercourse into another watercourse, pond, ditch or lake, or other body of surface or groundwater;
- w) "Owner" means the person in whose name the property is assessed under the *Assessment Act*, Chapter A-14, R.S.N.B. (1973) and amendments thereto, and includes the executors, administrators and assigns of such person.
- x) "Person" means any individual, partnership, company, public or private corporation, or agency of the Province of New Brunswick, agency or any other legal entity;

- y) "pH" means the measure of the intensity of the acid or alkaline condition of a solution determined by the hydrogen ion concentration of the solution in accordance with the "Standard Methods";
- z) "Phenolic Compounds" means hydroxyl derivatives of benzene and its condensed nuclei, concentrations of which shall be determined by "Standard Methods";
- aa) "Plumbing Fixture" means a receptacle, appliance, apparatus, or other device which receives liquid, water or wastewater, and/or discharges it;
- bb) "Premises" means a building, which may contain more than one dwelling unit, institutional unit, industrial unit, and/or commercial unit, connected to the water and/or sewer system of the Town by one service connection to each system;
- cc) "Professional Engineer" means a registered member in good standing of the Association of Professional Engineers and Geoscientists of New Brunswick;
- dd) "Provincial Regulations" means the requirements and provisions of the Province of New Brunswick contained in any Provincial Statute or in any Regulation or Order made pursuant to the authority of any Statute of New Brunswick;
- ee) "Public sewer" means a sewer to which all Owners of abutting properties have equal rights, and is controlled by the Town and shall include both sanitary and storm sewers;
- ff) "Residential Use" means the permitted uses for land that is zoned residential in the Zoning By-law;
- gg) "Roadway" means that portion of a Rothesay street between the curb lines or the travelled portion of a street designed for vehicular traffic and, except where the context indicates otherwise, includes a crosswalk;
- hh) "Sanitary Sewer" means a sewer for the collection and transmission of domestic, commercial, and industrial wastewater or any of them, and to which uncontaminated or cooling water, storm, surface, and groundwater are not intentionally admitted;
- ii) "Sanitary Sewer Service" means any sanitary sewer operated by or on behalf of the Town to which Owners of premises are connected by a building sanitary sewer;
- jj) "Separator" means tanks with capacity "Separator" means tanks with capacity exceeding 2000 litres using density variations to separate insoluble petroleum from water, as regulated by the New Brunswick Department of Environment and Local Government;
- kk) "Sewage" means wastewater;

- ll) "Sewer" means a pipe, conduit, drain, open channel, or ditch used for the collection and transmission of wastewater, stormwater, or uncontaminated process or cooling water;
- mm) "Sewer Service Charge" means the charge to property Owners for maintenance, construction and provision of sewer services;
- nn) "Sewerage System" means all pipes, mains, equipment, buildings and structures for collecting, pumping or treatment of wastewater and operated by the Town but does not include a storm sewer;
- oo) "Shall" is construed as being mandatory;
- pp) "Specifications for Developers" means the standards adopted by the municipality as a minimum standard for new construction of streets and services within the Town;
- qq) "Sump Pump" means an automatic or manual pump provided and/or installed to discharge storm water and any other water other than wastewater from a sump pit, covered or uncovered; constructed inside or outside a building where gravity drainage is not possible or practical;
- rr) "Standard Methods for the Examination of Water and Wastewater" (herein referred to as "Standard Methods") means the analytical and examination procedures provided in the edition current at the time of testing, published jointly by the American Public Health Association and the American Water Works Association or any publication by or under the authority of the Canadian Standards Association deemed appropriate by Council;
- ss) "Storm Sewer" means a sewer that carries storm water and surface water, street wash and other wash waters or drainage, but excludes domestic water and industrial wastes;
- tt) "Storm Water" means surface water from rain, snow or ice melting and running off from the surface of a drainage area;
- uu) "Street" means a Rothesay street, highway, road, lane, sidewalk, thoroughfare, bridge, square and the curbs, gutters, culverts and retaining walls in connection therewith and, without restricting the generality of the foregoing, includes the full width of the right-of-way;
- vv) "Suspended Solids" means an insoluble matter that can be removed by filtration through a standard glass fibre filter as provided by "Standard Methods";
- ww) "Town" means the town of Rothesay or the area contained within its municipal boundaries as the context requires;
- xx) "Uncontaminated Water" means any water, including water from a public or private water works, to which no matter has been added as a consequence of its use, or to modify its use, by any person, and may include cooling water;

yy) "Waste" means any material discharged into the sewerage system;

zz) "Wastewater" means any liquid waste containing animal, vegetable, mineral, or chemical matter in solution or suspension carried from any premises;

aaa) "Watercourse" means the bed and shore of every river, stream, lake, creek, pond, spring, lagoon, swamp, marsh, wetland, ravine, gulch, or other natural body of water and the water therein, and any channel, ditch, reservoir, drain, land drainage works, or other man-made surface feature, whether it contains or conveys water or not.

2.1 In this By-law where the context requires, the singular shall be taken to also mean the plural and references to the male or female gender shall be taken to include the other.

3. **COMMITTEE**

3.1 The Utilities Committee shall be appointed by the Mayor. Appointments to the Committee may include members of Council, who may be appointed for a term as determined by the Mayor, and others whose appointments shall be made for two years. Members are eligible for re-appointment.

3.2 Council may refer any matter related to the sewer utility to the Utilities Committee for comment and the Committee shall provide Council with a written response to any matter referred by Council.

4. **USE OF PUBLIC SEWER SERVICES**

No person shall discharge into the public sewer system matter of any type or at any temperature or in any quantity which may be or may become a health or safety hazard to people working on the public sewer system, or which may be or may become harmful to the public sewer system, or which may cause the public sewer system effluent to contravene any requirements of any applicable federal or provincial legislation, or which may interfere with the proper operation of the public sewer system, or which may impair or interfere with any sewage treatment process, or which is or may result in a hazard to any person, animal, property, or vegetation.

4.1 **SANITARY SEWER**

4.1.1 No person shall discharge or cause to be discharged any storm water, surface water, ground water, roof run-off, sub-surface drainage, cooling water, or polluted industrial water into the sanitary sewer system.

4.1.2 Storm water and all other unpolluted drainage shall be discharged to such sewers as are specifically designated as storm sewers, or to a natural outlet.

4.1.3 Except as herein provided, no person shall construct or maintain within the Town any privy, privy vault, or cesspool or other facility intended or used for the disposal of sewage; with the exception of septic tanks approved by the New Brunswick Department of Health and operated in accordance with this By-law.

4.1.4 Prior to connection to a public sanitary sewer, the Owner of any premises situated within the Town, used for human occupancy, employment, recreational, institutional or other purposes is hereby required, at his own expense, to install suitable plumbing fixtures/facilities therein.

4.1.5 The Owner of any premises situated within the Town, used for human occupancy, employment, recreational, institutional or other purposes and abutting on any street or right-of-way in which there is now located a public sanitary sewer is hereby required, at his own expense, to connect directly with the public sanitary sewer in accordance with the provisions of this By-law, provided that such public sanitary sewer is within thirty (30) metres of the Owner's property line.

4.1.6 Except as otherwise provided in this By-law, no person shall discharge, release, suffer or cause to be discharged into any sanitary sewer or any public or private connections to any sanitary sewer any of the following:

- (a) Matter of a type or quantity that has or may emit a toxic or poisonous vapour or a chemical odour that may interfere with the proper operation of the sewerage system, constitute a hazard to any person, animals or property, or create any hazards or become harmful in the receiving waters of the sewerage system;
- (b) Noxious or malodorous gases or substances capable of creating a public nuisance except human wastes, including, but not limited to, hydrogen sulphide, mercaptans, carbon disulphide, other reduced sulphur compounds, amines and ammonia;
- (c) Ashes, cinders, sand, potters clay, mud, straw, shavings, metal, glass, rags, feathers, tar, plastics, wood or other solid or viscous substances capable of causing obstruction to the flow of sewers or other interference with the proper operation of the sewerage system;
- (d) Wastewater which consists of two or more separate liquid layers;
- (e) Animal fat or flesh in particles larger than will pass through a screen having openings not larger than 6 millimeters square;
- (f) Explosive matter, gasoline, benzene, naphtha, fuel oil or other flammable or explosive matter or wastewater containing any of these in any quantity;
- (g) Waste which, either by itself or upon the reaction with other material, becomes highly coloured;
- (h) Wastes containing herbicides, pesticides or xenobiotics including, but not limited to, polychlorinated biphenols (PCB's);

- (i) Atomic wastes and radioactive materials except as may be permitted under the *Atomic Energy Control Act* (Canada) currently in force and regulations thereunder;
- (j) Wastewater or uncontaminated water having a temperature in excess of 75 degrees Celsius;
- (k) Wastewater having a pH less than 6.0 or greater than 9.5 or having any other corrosive or scale forming properties capable of causing damage or hazards to the sewerage system or people working on the sewerage system;
- (l) Wastewater that will create tastes or odours in drinking water supplies, making such waters unpalatable after conventional water purification treatment;
- (m) Matter of any type or at any temperature or in any quantity which may cause the sludge from the sewerage system to fail to meet the criteria relating to contaminants for spreading the sludge on agricultural lands, under New Brunswick Department of Environment and Local Government guidelines for sewage sludge utilization on agricultural lands;
- (n) Effluent from geothermal heat extraction systems;
- (o) Sewage containing dyes or colouring materials which pass through a sewage works and discolour the sewage works effluent;
- (p) Wastewater containing any of the following in excess of the indicated concentrations:

Aluminum (Al)	50.0 Milligrams/Litre
Antimony (Sb)	5.0 Milligrams/Litre
Arsenic (As)	1.0 Milligram/Litre
Barium (Ba)	5.0 Milligrams/Litre
Beryllium (Be)	5.0 Milligrams/Litre
Bismuth (Bi)	5.0 Milligrams/Litre
Cadmium (Cd)	2.0 Milligram/Litre
Chlorides expressed as Cl	1500 Milligrams/Litre
Chromium (Cr)	5.0 Milligrams/Litre
Cobalt (Co)	5.0 Milligrams/Litre
Copper (Cu)	1.0 Milligrams/Litre
Cyanide expressed as HCN	2.0 Milligrams/Litre
Fluorides expressed as F	10.0 Milligrams/Litre
Iron (Fe)	50.0 Milligrams/Litre
Lead (Pb)	5.0 Milligrams/Litre
Manganese (Mn)	5.0 Milligrams/Litre
Mercury (Hg)	0.1 Milligrams/Litre
Molybdenum (Mo)	5.0 Milligrams/Litre
Nickel (Ni)	5.0 Milligrams/Litre

Phenolic Compounds	1.0 Milligrams/Litre
Phosphorus (P)	100.0 Milligrams/Litre
Sulphates expressed as SO ₄	1500 Milligrams/Litre
Sulphide expressed as H ₂ S	2.0 Milligrams/Litre
Selenium (Se)	5.0 Milligrams/Litre
Silver (Ag)	2.0 Milligrams/Litre
Tin (Sn)	5.0 Milligrams/Litre
Zinc (Zn)	5.0 Milligrams/Litre

- (q) Wastewater of which the BOD exceeds three hundred fifty (350) milligrams per litre;
- (r) Wastewater containing more than five hundred (500) milligrams per litre of suspended solids;
- (s) Wastewater of which the COD exceeds one thousand (1000) milligrams per litre.
- (t) Wastewater containing more than one hundred (100) milligrams per litre of fat, grease, or oil, and, in the case of mineral oils, in concentrations exceeding fifteen (15) milligrams per litre;
- (u) Any matter in such quantities which exert excessive chlorine requirements so as to constitute a significant load on the wastewater treatment works;
- (v) Septic tank sludge, wastes from marine vessels or vehicles or sludge from sewage treatment plants;
- (w) Any waters or wastes containing substances for which special treatment or disposal practices are required by applicable provincial or federal legislation.

4.1.7 No person shall connect a sump pump to a sanitary sewer.

4.1.8 The discharge of each of the matters or materials referred to in Section 4.1.6 into any sanitary sewer, or into any public or private connections to any sanitary sewer, in a concentration in excess of the limits stated constitutes a separate offence.

4.1.9 In determining whether a matter or material referred to in section 4.1.6 has been discharged into the sanitary sewer in excess of the limits established, the measurement of the concentration of the matter or material is the concentration which existed immediately before the matter or material was placed into the plumbing fixture or facility ultimately connected to the sanitary sewer and not the concentration that resulted as a result of the matter or material being diluted after or while being placed into the plumbing fixture or facility.

4.1.10 When required by the Town or by the New Brunswick Department of Environment and Local Government, petroleum interceptors and separators shall be installed as below:

- a) Petroleum interceptors and separators shall be installed so that the wastewater effluent discharges to the sanitary sewer system. Wastewater effluent from each device shall not display visible free-floating petroleum and total influent shall not exceed the maximum design flow for the unit.
- b) Petroleum interceptors shall be of obvious watertight construction with a secondary storage area to collect separated petroleum. A direct connection of any part of a petroleum interceptor and a waste oil storage system which will under any circumstances allow overflow or backflow of the waste oil to enter the interceptor shall not be permitted. Petroleum interceptors shall be designed for the particular installation by a professional engineer.
- c) Each and any separator shall be approved by the New Brunswick Department of Environment and Local Government.

4.1.11 The discharge of contents of a septic tank or any similar waste into the sanitary sewer system shall be only with the approval of the Council; and only at such points and under such conditions as the Engineer may specify.

4.2 **STORM SEWER**

4.2.1 Except as otherwise provided in this By-law, no person shall discharge, release, suffer, or cause to be discharged into any storm sewer, public or private connections to any storm sewer any of the following:

- a) Wastewater or uncontaminated water having a temperature in excess of 75 degrees Celsius;
- b) Wastewater having a pH less than 6.0 or greater than 9.5 or having any other corrosive or scale forming properties capable of causing damage or hazards to the storm sewer system or people working on the public sewer system;
- c) Explosive matter, gasoline, benzene, naphtha, fuel oil, or other flammable or explosive matter or wastewater containing any of these in any quantity;
- d) Wastewater containing more than 15 milligrams per litre of solvent extractable material;
- e) Water which consists of two or more separate liquid layers;
- f) Water containing colour or coloured matter, which water would require a dilution in excess of four parts of distilled water to one part of such water to produce a mixture the colour of which is not distinguishable from that of distilled water;

- g) Water of which the BOD exceeds fifteen (15) milligrams per litre;
- h) Water containing more than fifteen (15) milligrams per litre of suspended solids;
- i) Water containing any matter which will not pass through a screen having openings not larger than 6 millimeters square;
- j) Matter of a type or quantity that has or may emit a toxic or poisonous vapour or a chemical odour that may interfere with the proper operation of the storm sewer system, constitute a hazard to humans, animals or property, or create any hazard or become harmful in the receiving waters of the storm sewer system;
- k) Noxious or malodorous gases or substances capable of creating a public nuisance, including, but not limited to, hydrogen sulphide, mercaptans, carbon disulphide, other reduced sulphur compounds, amines and ammonia;
- l) Effluent from petroleum interceptors or separators;
- m) Effluent from geothermal heat extraction systems;
- n) Water containing any of the following in excess of the indicated concentrations:

Arsenic (As)	1.0 Milligram/Litre
Barium (Ba)	0.1 Milligrams/Litre
Cadmium (Cd)	0.1 Milligram/Litre
Chromium (Cr)	1.0 Milligrams/Litre
Copper (Cu)	1.0 Milligrams/Litre
Cyanide expressed as HCN	0.1 Milligrams/Litre
Lead (Pb)	1.0 Milligrams/Litre
Mercury (Hg)	0.001 Milligrams/Litre
Nickel (Ni)	1.0 Milligrams/Litre
Phenolic Compounds	0.02 Milligrams/Litre
Tin (Sn)	1.0 Milligrams/Litre
Zinc (Zn)	1.0 Milligrams/Litre
Pesticides	0.0 Milligrams/Litre
Herbicides	0.0 Milligrams/Litre

- 4.2.2 Except as otherwise specifically provided in this By-law, all tests, measurements, analyses and examinations of water or wastewater, its characteristics or contents shall be carried out in accordance with Standard Methods. Sampling methods, location, times, durations and frequencies are to be determined on an individual basis by the Engineer.

5. APPLICATION FOR SERVICE

- 5.1 All costs and expenses incident to the installation and connection of the building sanitary sewer and/or building storm sewer to the sewerage system and/or storm sewer system shall be borne by the Owner.
- 5.2 The Owner shall indemnify the Town from any loss or damage that may directly or indirectly be occasioned by the installation of the building sanitary sewer and/or building storm sewer.
- 5.3 The Owner shall use construction methods which safeguard the public and private property and work shall be carried out in strict compliance with the *Occupational Health and Safety Act*, S.N.B. (1983), Chapter O-0.2 as amended.
- 5.4 No unauthorized person shall uncover, make any connection with, or openings into, use, alter or disturb any public sewer without first having obtained a written permit from the Engineer.
- 5.5 No person shall connect any storm sewer to any sanitary sewer.
- 5.6 Any permit granted under this By-law may be suspended or revoked by the Engineer if, the sewage facility approved by such permit is not being installed or maintained in compliance with the provisions of this By-law or the conditions upon which the permit was issued.
- 5.7 Owners of properties planned for subdivision that cannot effectively be served by the present Town sewage system shall:
 - a) be restricted from developing such properties until growth in the general area can support the extension of the present system; or
 - b) shall be required to construct a private sewage treatment system or other facilities capable of meeting all provincial legislation, regulations, and orders.
- 5.8 The Engineer shall have right of access to all parts of an Owner's property or premises at all reasonable hours for the purpose of inspecting, observing, or supervising the installation or maintenance of the public sewer service. The Town shall have the right to suspend service to any Owner who refuses such access or does not respond to requests by the Engineer for such access.
- 5.9 Where Council is of the opinion that it is necessary to construct a road or street in connection with providing public sewer service, it may undertake such work and authorize same by resolution.

6. CONNECTION TO PUBLIC SEWER SYSTEM

- 6.1 Where Council undertakes to extend the sanitary sewer system, Council may adopt a schedule setting out the time within which all Property Owners within the specified areas, shall be required to connect a building sanitary sewer line from any dwelling or building drain to the sanitary sewer and shall give such property Owners at least three (3) months calendar notice in writing of such time limit.
- 6.2 Any person who intends to connect a building sewer line from any dwelling or building drain to the public sewer, shall submit an application for a permit in the form set out in Schedule "A", accompanied by such plans, specifications or other information required to properly describe the work. No permit shall be issued under this section until such fees, as outlined in Schedule "B" have been paid to the Town. The fees shall include all inspection fees and charges associated with processing of the application, control and enforcement of "Specifications for Developers" and shall be paid in full prior to the issuance of a Building Permit.
- 6.3 The size, shape, alignment, materials or construction of a building sewer line and methods to be used in excavating, placing of the pipe, joining testing and backfilling the trench shall be as specified in the "Specifications for Developers" and shall be subject to the supervision and approval of the Engineer.
- 6.4 The diameter of the pipe installed on residential properties shall be not less than one hundred millimetres (100 mm), and the pipe installed on commercial, institutional and industrial premises shall not be less than one hundred, fifty millimetres (150mm) in diameter. The slope shall not be less than one percent (1%).
- 6.5 Whenever possible, the building sanitary sewer shall be brought to the building at an elevation below the basement floor. In all buildings in which any building sanitary drain is too low to permit gravity flow to the public sewer, sanitary sewage carried by such building sanitary drain shall be lifted by an approved means and discharged to the building sanitary sewer.
- 6.6 Existing building sewers may be used when they are found, on examination and test by the Engineer, to be of acceptable standard, and conform to other specifications of this By-law.
- 6.7 All costs and expenses incident to the extension of the building sewer to the sewer system shall be borne by the Property Owner, who shall own and maintain the extension. Streets, rights-of-way, sidewalks, parkways or any other public property disturbed in the course of this work shall be restored to the satisfaction of the Engineer.
- 6.8 The Town may grant a permit for the installation of a private sewage system where the cost of installation and connection of the building sanitary sewer would be excessive due to the location of the building. The private sewage system shall meet all the legislative requirements of the Province of New Brunswick or any department or departments thereof.

- 6.9 The Owner or their Agent shall notify the Engineer when the building sanitary sewer is ready for inspection and connection to the lateral. No portion of the building sanitary sewer or connection to the lateral shall be covered over until such is inspected and approved by the Engineer or the Engineer's designate.

7. BACKWATER VALVES

- 7.1 Backwater valves shall be installed on building sanitary drains inside the foundation walls on all new building construction regardless of foundation elevation and installed in accordance with good trade practices.
- 7.2 Where an existing lateral has outlets which are below the level of the street above the sanitary sewer to which it connects, the property Owner shall, at their own expense, install a backwater valve in the building drain within 60 days of being so directed by the Town.
- 7.3 A person who fails to install a backwater valve as required by this section is guilty of an offence.
- 7.4 Any person connecting a building storm drain into the storm sewer system shall install a backwater valve on the building storm drain.

8. MAINTENANCE AND BLOCKAGE

- 8.1 The main line of the sewer system shall be maintained and operated by the Town.
- 8.2 Any blockage in a sewer from the building to the main line of the sewer system shall be the responsibility of the Owner.
- 8.3 If a blockage referred to in Section 8.2, on examination by the Engineer, is found to have been caused by a negative grade or rupture in the portion of the lateral located within the Town's right-of-way, the costs of the repairs shall be the responsibility of the Town.

9. SANITARY SEWER SERVICE RATES

- 9.1 Every Owner of land on which any building is situated that
- (a) fronts on any street, right-of-way, or highway in which a sewer line is situated;
 - (b) fronts on any right-of-way which connects to a street or highway in which a sewer is situated; or
 - (c) Council has ordered connected to a sewerage system;
- shall pay to the Town an annual "Sewer Service Charge".
- 9.2 The annual "Sewer Service Charge" shall be the amount outlined in Schedule "B".

- 9.3 A lot upon which no building has been constructed and which has less than the minimum frontage or area for a lot served by either a sewer system or by both sewer and water systems, under the Zoning By-law, is exempt from the sewer service charge, as long as the lot remains vacant.
- 9.4 An Owner of land on which a building is situated that fronts on any street or highway in which a sewer is situated, or that fronts on a right-of-way which connects to such a street or highway, is not liable to pay the sewer service charge if the Engineer certifies that it would be impractical to connect any building on the land to the sewer.
- 9.5 Sewer service charges shall be levied on the Owners of all properties liable to pay the same commencing at the beginning of the calendar year following the year in which a sewer line has been installed or the year in which a building on the property has been connected to the sewer system, whichever is earlier.
- 9.6 The sewer service charge shall be invoiced annually.
- 9.7 The sewer service charge payable by the Owner shall be paid to the Town on or before the end of the calendar month next following the date the invoice is mailed to such Owner and shall be payable whether or not the invoice is received by the Owner. If the sewer service charge is not paid in full, the amount owing to the Town shall bear interest at a rate set by resolution of Council, and such rate of interest shall be set forth on the invoice. A fee shall be charged to the account for "NSF" cheques, as outlined in Schedule "B".
- 9.7.1(a) Where recommended by the Committee, the Town Manager may authorize a payment schedule for any account with an outstanding balance that includes at least five hundred dollars (\$500.) that is in arrears for longer than one year.
- (i) Such payment schedule may be for a period of no longer than twenty-four (24) months and shall provide for payment of the outstanding balance including interest accrued to the date of the payment schedule as well as estimates of the new charges that would accrue during the payment period. The payment schedule may provide that, should the Owner make all payments due in accordance with the payment schedule, interest that would otherwise accrue on the outstanding balance during the payment period will be waived.
 - (ii) In exceptional circumstances and with the approval of Council, a payment schedule may exceed twenty-four (24) months.
- (b) Where the Owner fails to make any payment by the date specified in the payment schedule, the full amount will become due and payable forthwith, including interest compounded in the normal fashion as if no payment schedule had ever been approved.

- (c) An Owner remains obligated to pay to the Town actual new charges incurred during the payment period and not merely estimates that may have been included in a payment schedule.
- (d) The authorization of a payment schedule in accordance with Section 9.7.1 subsection (a) is merely an accommodation to an Owner by the Town and does not reduce or affect, except to the degree specifically stated in section 9.7.1, the rights of the Town including, without limitation, its rights to accrue and collect the charges and interest thereon due from an Owner to the Town under this By-law or to disconnect service to a property.
- 9.8 If the account or any part thereof remains unpaid at the end of the period hereinbefore mentioned, the Town may sue in its own name to recover the balance owing, including interest, as if the said amount were a debt due from the Owner to the Town.
- 9.9 After ten days' notice in writing has been given to an Owner who is in arrears, which notice may be given by registered mail addressed to the Owner, postage prepaid, and without prejudice to any other rights which the Town may have, the Town may disconnect service to the property until such time as the account and the entire cost of disconnecting and reconnecting the service have been paid in full or arrangements for payment satisfactory to Council and approved in writing by the Town Manager have been made by the Owner.
- 9.10 For the purposes of this By-law, a sewer has been installed when the Engineer has certified to Council that the system or project of which the sewer forms part is substantially complete.
- 9.11 Every person connecting to the sewer shall pay a connection fee as outlined in Schedule "B". The fees shall include all inspection fees and charges associated with processing of the application, control and enforcement of "Specifications for Developers" and shall be paid in full prior to the issuance of a building permit.
- 9.12 The sewer connection fee is a lien, and bears interest and may be collected in the same manner as the sewer service charge hereinbefore mentioned.
- 9.13 Nothing in this By-law makes the Town responsible for any part of a sewer connection that is not in a public street, right-of-way, highway, or sewer easement.

10. PENALTIES

- 10.1 Any person found violating any provision of this By-law or who suffers or permits any act or thing to be done in contravention or violation of any provision thereof, or neglects or fails to do any act or thing herein required, is liable on summary conviction to a fine as may be imposed for commission of an offence punishable under Part II of the *Provincial Offences Procedure Act*, R.S.N.B. (1973), Chapter P-22.1, and amendments thereto, as a Category C offence.

10.2 The provisions of Sections 9 and 10 are cumulative and optional and one or more of the remedies provided to the Town may be undertaken simultaneously at the option of the Town.

11. SEVERABILITY

If any part of this By-law shall be held invalid, such part shall be deemed severable and the invalidity thereof shall not affect the remaining parts of this By-law.

12. BY-LAWS REPEALED

By-laws 6-04 relating to the Rothesay sewerage system is hereby repealed.

13. EFFECTIVE DATE

This By-law comes into effect on the **30th day of March 2015**.

FIRST READING BY TITLE :

SECOND READING BY TITLE :

READ BY SECTION NUMBER :
(Advertised as to content on the Rothesay
website in accordance with *Municipalities Act*
R.S.N.B. (1973) Chapter M-22)

THIRD READING BY TITLE
AND ENACTED :

MAYOR

CLERK

BY-LAW 6-041-15
SEWAGE BY-LAW

The Council of ~~the town of~~ Rothesay, under authority vested in it by ~~S~~section 189 of the *Municipalities Act* R.S.N.B. (1973), Chapter M-22, and amendments thereto, hereby enacts as follows:

TITLE

1. This ~~By Law~~By-law may be cited as the "Sewage ~~By Law~~By-law".

DEFINITIONS

2. In this ~~By Law~~By-law, unless otherwise stated:
- a) "Biochemical Oxygen Demand" or "BOD" means the quantity of oxygen expressed in milligrams per litre, utilized in the biochemical oxidation of matter within a one hundred and twenty hour period at a temperature of twenty degrees centigrade as determined in procedures set forth in "Standard Methods";
 - b) "Building Sanitary Drain" means that part of the lowest horizontal piping of a drainage system which collects wastewater from drainage pipes inside the walls of the building and conveys it to the building sewer which begins one ~~(1)~~ metre outside the inner face of the building walls;
 - c) "Building Sanitary Sewer" means the extension of the building sanitary drain to the lateral;
 - d) "Building Storm Drain" means that part of the lowest horizontal piping within a building which conducts water or storm water to a building storm sewer;
 - e) "Building Storm Sewer" means the extension from the building storm drain to the storm sewer main or other discharge point;
 - f) "Chemical Oxygen Demand" or "COD" means the quantity of oxygen expressed in milligrams per litre, utilized in the chemical oxidation of organic matter under standard laboratory procedure, according to "Standard Methods";
 - g) "Commercial Unit" means a separate set of quarters used for other than residential purposes with a private entrance from outside the premises or from a common hallway or stairway inside;
 - h) "Committee" means the Water and Sewerage Committee of ~~the town of~~ Rothesay, as appointed by the Mayor;
 - i) "Council" means the Mayor and Council of ~~the town of~~ Rothesay;
 - j) "Dwelling unit" means a separate set of living quarters with a private entrance from outside the premises or from a common hallway or stairway inside;
~~"Dwelling Unit" means a separate set of living premises with a private entrance from outside the building or from a common hallway or stairway inside;~~

j)k) "Domestic wastewater" means wastewater derived principally from dwellings;

k)l) "Effluent" means treated wastewater ;

l)m) "Engineer" means the Town Engineer or his designate;

m)n) "Equivalent User Units" means the rate at which non-single family residential users are charged for maintenance, construction and use of the sewer system; calculated with an average residential household as the base single unit;

n)o) "Grease" means total oil and grease extracted from aqueous solution or suspension according to the laboratory procedures set forth in "Standard Methods", and includes, but is not limited to, hydrocarbons, esters, oils, fats, waxes and high molecular fatty acids;

o)p) "Industrial unit" means an area of land with or without buildings or structures on which activities take place pertaining to industry, manufacturing, commerce, trade, business, or institutions as distinguished from domestic dwellings;

p)q) "Institutional unit" means an area of land with or without buildings or structures on which activities take place pertaining to public or non-profit purposes, and without limiting the generality of the foregoing, may include such uses as schools, places of worship, indoor recreation facilities, community centres, public hospitals and government buildings;

q)r) "Interceptor" means a receptacle that is installed to prevent oil, grease, sand or other materials from passing into the sewer system;

r)s) "Lateral" means that portion of a sewer used to extend a sanitary sewer across a street, roadway or right-of-way to connect to a building sanitary sewer at a point one (1) metre outside the inner face of the building walls;

s)t) "Matter" includes any solid, liquid, or gas;

t)u) "May" is construed as permissive;

u)v) "Natural Outlet" is any outlet from a natural watercourse into another watercourse, pond, ditch or lake, or other body of surface or groundwater;

w) "Owner" means the person in whose name the property is assessed under the Assessment Act, Chapter A-14, R.S.N.B. (1973) and amendments thereto, and includes the executors, administrators and assigns of such person.

~~w) "Owner" means a part owner, joint owner, tenant in common or joint tenant of the whole~~

~~or any part of any land or building and includes a trustee, executor, administrator, guardian, agent or a mortgagee in possession of, or any other persons having the care or control of any land or building in case of the absence or disability of the person having title thereto;~~

x) "Person" "Person" means any individual, partnership, company, public or private corporation, or agency of the Province of New Brunswick, agency or any other legal entity;

~~means any individual, firm, company, association, society, corporation or group;~~

w)y) "pH" means the measure of the intensity of the acid or alkaline condition of a solution determined by the hydrogen ion concentration of the solution in accordance with the "Standard Methods";

x)z) "Phenolic Compounds" means hydroxyl derivatives of benzene and its condensed nuclei, concentrations of which shall be determined by "Standard Methods";

y)aa) "Plumbing Fixture" means a receptacle, appliance, apparatus, or other device which receives liquid, water or wastewater, and/or discharges it;

z)bb) "Premises" means a building, which may contain more than one dwelling unit, institutional unit, industrial unit, and/or commercial unit, connected to the water and/or sewer system of the Town by one service connection to each system;

aa)cc) "Professional Engineer" means a registered member in good standing of the Association of Professional Engineers and Geoscientists of New Brunswick;

bb)dd) "Provincial Regulations" means the requirements and provisions of the Province of New Brunswick contained in any Provincial Statute or in any Regulation or Order made pursuant to the authority of any Statute of New Brunswick;

ee)ee) "Public sewer" means a sewer to which all ~~owner~~Owners of abutting properties have equal rights, and is controlled by the Town and shall include both sanitary and storm sewers;

ff) "Residential Use" means the permitted uses for land that is zoned residential in the Zoning ~~By-Law~~By-law;

dd)gg) "Roadway" means that portion of a Rothesay street between the curb lines or the travelled portion of a street designed for vehicular traffic and, except where the context indicates otherwise, includes a crosswalk;

ee)hh) "Sanitary Sewer" means a sewer for the collection and transmission of domestic, commercial, and industrial wastewater or any of them, and to which uncontaminated or cooling water, storm, surface, and groundwater are not intentionally admitted;

ii) "Sanitary Sewer Service" means any sanitary sewer operated by or on behalf of the Town to which Owners of premises are connected by a building sanitary sewer;

ff) "~~Sanitary Sewer Service" means any sanitary sewer operated by or on behalf of the Town to which owners of premises are connected by a building sanitary sewer;~~

gg) "Separator" means tanks with capacity

"Separator" means tanks with capacity exceeding 2000 litres using density variations to separate insoluble petroleum from water, as regulated by the New Brunswick

Department of ~~the~~ Environment and Local Government;
jj)

kk) "Sewage" means wastewater;

~~hh)ll)~~ "Sewer" means a pipe, conduit, drain, open channel, or ditch used for the collection and transmission of wastewater, stormwater, or uncontaminated process or cooling water;

~~ii)mm)~~ "Sewer Service Charge" means the charge to property ~~owner~~Owners for maintenance, construction and provision of sewer services;

~~jj)nn)~~ "Sewerage System" means all pipes, mains, equipment, buildings and structures for collecting, pumping or treatment of wastewater and operated by the Town but does not include a storm sewer;

~~kk)oo)~~ "Shall" is construed as being mandatory;

~~ll)pp)~~ "Specifications for Developers" means the standards adopted by the municipality as a minimum standard for new construction of streets and services within the Town;

~~mm)qq)~~ "Sump Pump" _____ means an automatic or manual pump provided and/or installed to discharge storm water and any other water other than wastewater from a sump pit, covered or uncovered; constructed inside or outside a building where gravity drainage is not possible or practical;

~~nn)rr)~~ "Standard Methods for the Examination of Water and Wastewater" (herein referred to as "Standard Methods") means the analytical and examination procedures provided in the edition current at the time of testing, published jointly by the American Public Health Association and the American Water Works Association or any publication by or under the authority of the Canadian Standards Association deemed appropriate by Council;

~~oo)ss)~~ "Storm Sewer" means a sewer that carries storm water and surface water, street wash and other wash waters or drainage, but excludes domestic water and industrial wastes;

~~pp)tt)~~ "Storm Water" means surface water from rain, snow or ice melting and running off from the surface of a drainage area;

~~qq)uu)~~ "Street" means a Rothsay street, highway, road, lane, sidewalk, thoroughfare, bridge, square and the curbs, gutters, culverts and retaining walls in connection therewith and, without restricting the generality of the foregoing, includes the full width of the right-of-way;

~~rr)~~ **"Street" means a Rothsay**

~~uu)vv)~~ "Suspended Solids" means an insoluble matter that can be removed by filtration through a standard glass fibre filter as provided by "Standard Methods";

~~vv)ww)~~ "Town" means the town of Rothsay or the area contained within its

municipal boundaries as the context requires;

~~ww)xx)~~ “Uncontaminated Water” means any water, including water from a public or private water works, to which no matter has been added as a consequence of its use, or to modify its use, by any person, and may include cooling water;

~~xx)yy)~~ “Waste” means any material discharged into the sewerage system;

~~yy)zz)~~ “Wastewater” means any liquid waste containing animal, vegetable, mineral, or chemical matter in solution or suspension carried from any premises;

~~zz)aaa)~~ “Watercourse” means the bed and shore of every river, stream, lake, creek, pond, spring, lagoon, swamp, marsh, wetland, ravine, gulch, or other natural body of water and the water therein, and any channel, ditch, reservoir, drain, land drainage works, or other man-made surface feature, whether it contains or conveys water or not.

2.1 In this By-law where the context requires, the singular shall be taken to also mean the plural and references to the male or female gender shall be taken to include the other.

3. COMMITTEE

3.1 The ~~Water and Sewerage~~Utilities Committee shall be appointed by the Mayor. Appointments to the Committee may include members of Council, who may be appointed for a term as determined by the Mayor, and others whose appointments shall be made for two years. Members are eligible for re-appointment.

3.2 Council may refer any matter related to the sewer ~~and/or water~~utilities to the ~~Water and Sewerage~~Utilities Committee for comment and the Committee shall provide Council with a written response to any matter referred by Council.

4. USE OF PUBLIC SEWER SERVICES

No person shall discharge into the public sewer system matter of any type or at any temperature or in any quantity which may be or may become a health or safety hazard to people working on the public sewer system, or which may be or may become harmful to the public sewer system, or which may cause the public sewer system effluent to contravene any requirements of any applicable federal or provincial legislation, or which may interfere with the proper operation of the public sewer system, or which may impair or interfere with any sewage treatment process, or which is or may result in a hazard to any person, animal, property, or vegetation.

4.1 SANITARY SEWER

4.1.1 No person shall discharge or cause to be discharged any storm water, surface water, ground water, roof run-off, sub-surface drainage, cooling water, or ~~un~~polluted industrial water into the sanitary sewer system.

4.1.2 Storm water and all other unpolluted drainage shall be discharged to such sewers

as are specifically designated as storm sewers, or to a natural outlet.

- 4.1.3 Except as herein provided, no person shall construct or maintain within the Town any privy, privy vault, or cesspool or other facility intended or used for the disposal of sewage; with the exception of septic tanks approved by the New Brunswick Department of Health ~~and Wellness and~~ operated in accordance with this ~~By Law~~By-law.
- 4.1.4 Prior to connection to a public sanitary sewer, the ~~owner~~Owner of any premises situated within the Town, used for human occupancy, employment, recreational, institutional or other purposes is hereby required, at his own expense, to install suitable plumbing fixtures/facilities therein.
- 4.1.5 The ~~owner~~Owner of any premises situated within the Town, used for human occupancy, employment, recreational, institutional or other purposes and abutting on any street or right-of-way in which there is now located a public sanitary sewer is hereby required, at his own expense, to connect directly with the public sanitary sewer in accordance with the provisions of this ~~By Law~~By-law, provided that such public sanitary sewer is within thirty (30) metres of ~~his~~the Owner's property line.

4.1.6 Except as otherwise provided in this ~~By-Law~~By-law, no person shall discharge, release, suffer or cause to be discharged into any sanitary sewer or any public or private connections to any sanitary sewer any of the following:

- (a) Matter of a type or quantity that has or may emit a toxic or poisonous vapour or a chemical odour that may interfere with the proper operation of the sewerage system, constitute a hazard to any person, animals or property, or create any hazards or become harmful in the receiving waters of the sewerage system;
- (b) Noxious or malodorous gases or substances capable of creating a public nuisance except human wastes, including, but not limited to, hydrogen sulphide, mercaptans, carbon disulphide, other reduced sulphur compounds, amines and ammonia;
- (c) Ashes, cinders, sand, potters clay, mud, straw, shavings, metal, glass, rags, feathers, tar, plastics, wood or other solid or viscous substances capable of causing obstruction to the flow of sewers or other interference with the proper operation of the sewerage system;
- (d) Wastewater which consists of two or more separate liquid layers;
- (e) Animal fat or flesh in particles larger than will pass through a screen having openings not larger than 6 millimeters square;
- (f) Explosive matter, gasoline, benzene, naphtha, fuel oil or other flammable or explosive matter or wastewater containing any of these in any quantity;
- (g) Waste which, either by itself or upon the reaction with other material, becomes highly coloured;
- (h) Wastes containing herbicides, pesticides or xenobiotics including, but not limited to, polychlorinated biphenols (PCB's);

- (i) Atomic wastes and radioactive materials except as may be permitted under the *Atomic Energy Control Act* (Canada) currently in force and regulations thereunder;
- (j) Wastewater or uncontaminated water having a temperature in excess of ~~seventy five (75)~~ degrees Celsius;
- (k) Wastewater having a pH less than 6.0 or greater than 9.5 or having any other corrosive or scale forming properties capable of causing damage or hazards to the sewerage system or people working on the sewerage system;
- (l) Wastewater that will create tastes or odours in drinking water supplies, making such waters unpalatable after conventional water purification treatment;
- (m) Matter of any type or at any temperature or in any quantity which may cause the sludge from the sewerage system to fail to meet the criteria relating to contaminants for spreading the sludge on agricultural lands, under New Brunswick Department of ~~the~~ Environment and Local Government guidelines for sewage sludge utilization on agricultural lands;
- (n) Effluent from geothermal heat extraction systems;
- (o) Sewage containing dyes or colouring materials which pass through a sewage works and discolour the sewage works effluent;
- (p) Wastewater containing any of the following in excess of the indicated concentrations:

Aluminum (Al)	50.0 Milligrams/Litre
Antimony (Sb)	5.0 Milligrams/Litre
Arsenic (As)	1.0 Milligram/Litre
Barium (Ba)	5.0 Milligrams/Litre
Beryllium (Be)	5.0 Milligrams/Litre
Bismuth (Bi)	5.0 Milligrams/Litre
Cadmium (Cd)	2.0 Milligram/Litre
Chlorides expressed as Cl	1500 Milligrams/Litre
Chromium (Cr)	5.0 Milligrams/Litre
Cobalt (Co)	5.0 Milligrams/Litre
Copper (Cu)	1.0 Milligrams/Litre
Cyanide expressed as HCN	2.0 Milligrams/Litre
Fluorides expressed as F	10.0 Milligrams/Litre
Iron (Fe)	50.0 Milligrams/Litre
Lead (Pb)	5.0 Milligrams/Litre
Manganese (Mn)	5.0 Milligrams/Litre
Mercury (Hg)	0.1 Milligrams/Litre
Molybdenum (Mo)	5.0 Milligrams/Litre

Nickel (Ni)	5.0 Milligrams/Litre
Phenolic Compounds	1.0 Milligrams/Litre
Phosphorus (P)	100.0 Milligrams/Litre
Sulphates expressed as SO ₄	1500 Milligrams/Litre
Sulphide expressed as H ₂ S	2.0 Milligrams/Litre
Selenium (Se)	5.0 Milligrams/Litre
Silver (Ag)	2.0 Milligrams/Litre
Tin (Sn)	5.0 Milligrams/Litre
Zinc (Zn)	5.0 Milligrams/Litre

- (q) Wastewater of which the BOD exceeds three hundred fifty (350) milligrams per litre;
- (r) Wastewater containing more than five hundred (500) milligrams per litre of suspended solids;
- (s) Wastewater of which the COD exceeds one thousand (1000) milligrams per litre.
- (t) Wastewater containing more than one hundred (100) milligrams per litre of fat, grease, or oil, and, in the case of mineral oils, in concentrations exceeding fifteen (15) milligrams per litre;
- (u) Any matter in such quantities which exert excessive chlorine requirements so as to constitute a significant load on the wastewater treatment works;
- (v) Septic tank sludge, wastes from marine vessels or vehicles or sludge from sewage treatment plants;
- (w) Any waters or wastes containing substances for which special treatment or disposal practices are required by applicable provincial or federal legislation.

4.1.7 No person shall connect a sump pump to a sanitary sewer.

4.1.8 The discharge of each of the matters or materials referred to in Section 4.1.6 into any sanitary sewer, ~~or into~~ into any public or private connections to any sanitary sewer, in a concentration in excess of the limits stated constitutes a separate offence.

4.1.9 In determining whether a matter or material referred to in section 4.1.6 has been discharged into the sanitary sewer in excess of the limits established, the measurement of the concentration of the matter or material is the concentration which existed immediately before the matter or material was placed into the plumbing fixture or facility ultimately connected to the sanitary sewer and not the concentration that resulted as a result of the matter or material being diluted after or while being placed into the plumbing fixture or facility.

4.1.10 When required by the Town or by the New Brunswick Department of ~~the~~ Environment and Local Government, petroleum interceptors and separators shall be installed as ~~follows~~below:

- a) Petroleum interceptors and separators shall be installed so that the wastewater effluent discharges to the sanitary sewer system. Wastewater effluent from each device shall not display visible free-floating petroleum and total influent shall not exceed the maximum design flow for the unit.
- b) Petroleum interceptors shall be of obvious watertight construction with a secondary storage area to collect separated petroleum. A direct connection of any part of a petroleum interceptor and a waste oil storage system which will under any circumstances allow overflow or backflow of the waste oil to enter the interceptor shall not be permitted. Petroleum interceptors shall be designed for the particular installation by a professional engineer.
- c) Each and any separator shall be approved by the New Brunswick Department of ~~the~~ Environment and Local Government.

4.1.11 The discharge of contents of a septic tank or any similar waste into the sanitary sewer system shall be only with the approval of the Council; and only at such points and under such conditions as the Engineer may specify.

4.2 STORM SEWER

4.2.1 Except as otherwise provided in this By Law~~By-law~~, no person shall discharge, release, suffer, or cause to be discharged into any storm sewer, public or private connections to any storm sewer any of the following:

- a) Wastewater or uncontaminated water having a temperature in excess of ~~seventy-five (75)~~ degrees Celsius;
- b) Wastewater having a pH less than 6.0 or greater than 9.5 or having any other corrosive or scale forming properties capable of causing damage or hazards to the storm sewer system or people working on the public sewer system;
- c) Explosive matter, gasoline, benzene, naphtha, fuel oil, or other flammable or explosive matter or wastewater containing any of these in any quantity;
- d) Wastewater containing more than ~~fifteen (15)~~ milligrams per litre of solvent extractable material;
- e) Water which consists of two or more separate liquid layers;
- f) Water containing colour or coloured matter, which water would require a dilution in excess of four ~~(4)~~ parts of distilled water to one ~~(1)~~ part of such

water to produce a mixture the colour of which is not distinguishable from that of distilled water;

- g) Water of which the BOD exceeds fifteen (15) milligrams per litre;
- h) Water containing more than fifteen (15) milligrams per litre of suspended solids;
- i) Water containing any matter which will not pass through a screen having openings not larger than 6 millimeters square;
- j) Matter of a type or quantity that has or may emit a toxic or poisonous vapour or a chemical odour that may interfere with the proper operation of the storm sewer system, constitute a hazard to humans, animals or property, or create any hazard or become harmful in the receiving waters of the storm sewer system;
- k) Noxious or malodorous gases or substances capable of creating a public nuisance, including, but not limited to, hydrogen sulphide, mercaptans, carbon disulphide, other reduced sulphur compounds, amines and ammonia;
- l) Effluent from petroleum interceptors or separators;
- m) Effluent from geothermal heat extraction systems;
- n) Water containing any of the following in excess of the indicated concentrations:

Arsenic (As)	1.0 Milligram/Litre
Barium (Ba)	0.1 Milligrams/Litre
Cadmium (Cd)	0.1 Milligram/Litre
Chromium (Cr)	1.0 Milligrams/Litre
Copper (Cu)	1.0 Milligrams/Litre
Cyanide expressed as HCN	0.1 Milligrams/Litre
Lead (Pb)	1.0 Milligrams/Litre
Mercury (Hg)	0.001 Milligrams/Litre
Nickel (Ni)	1.0 Milligrams/Litre
Phenolic Compounds	0.02 Milligrams/Litre
Tin (Sn)	1.0 Milligrams/Litre
Zinc (Zn)	1.0 Milligrams/Litre
Pesticides	0.0 Milligrams/Litre
Herbicides	0.0 Milligrams/Litre

4.2.2 Except as otherwise specifically provided in this By-Law, all tests, measurements, analyses and examinations of water or wastewater, its characteristics or contents shall be carried out in accordance with Standard Methods. Sampling methods, location, times, durations and frequencies are to be determined on an

individual basis by the Engineer.

5. APPLICATION FOR SERVICE

- 5.1 All costs and expenses incident to the installation and connection of the building sanitary sewer and/or building storm sewer to the sewerage system and/or storm sewer system shall be borne by the ~~owner~~Owner.
- 5.2 The ~~owner~~Owner shall indemnify the Town from any loss or damage that may directly or indirectly be occasioned by the installation of the building sanitary sewer and/or building storm sewer.
- 5.3 The ~~owner~~Owner shall use construction methods which safeguard the public and private property and work shall be carried out in strict compliance with the *Occupational Health and Safety Act*, S.N.B. (1983), Chapter O-0.2 as amended.
- 5.4 No unauthorized person shall uncover, make any connection with, or openings into, use, alter or disturb any public sewer without first having obtained a written permit from the Engineer.
- 5.5 No person shall connect any storm sewer to any sanitary sewer.
- 5.6 Any permit granted under this ~~By-Law~~By-law may be suspended or revoked by ~~Council~~the Engineer if, ~~in the opinion of Council~~, the sewage facility approved by such permit is not being installed or maintained in compliance with the provisions of this ~~By-Law~~By-law or the conditions upon which the permit was issued.
- 5.7 ~~Owner~~Owners of properties planned for subdivision that cannot effectively be served by the present Town sewage system shall:
- a) be restricted from developing such properties until growth in the general area can support the extension of the present system; or
 - b) shall be required to construct a private sewage treatment system or other facilities capable of meeting all provincial legislation, regulations, and orders.
- 5.8 The Engineer shall have right of access to all parts of an ~~owner~~Owner's property or premises at all reasonable hours for the purpose of inspecting, observing, or supervising the installation or maintenance of the public sewer service. The Town shall have the right to suspend service to any ~~owner~~Owner who refuses such access or does not respond to requests by the Engineer for such access.
- 5.9 Where Council is of the opinion that it is necessary to construct a road or street in connection with providing public sewer service, it may undertake such work and authorize same by resolution.

6. CONNECTION TO PUBLIC SEWER SYSTEM

- 6.1 Where Council undertakes to extend the sanitary sewer system, Council may adopt a schedule setting out the time within which all ~~P~~property ~~owner~~Owners within the specified areas, shall be required to connect a building sanitary sewer line from any dwelling or building drain to the sanitary sewer and shall give such property ~~owner~~Owners at least three (3) months calendar notice in writing of such time limit.
- 6.2 Any person who intends to connect a building sewer line from any dwelling or building drain to the public sewer, shall submit an application for a permit in the form set out in Schedule "A", accompanied by such plans, specifications or other information required to properly describe the work. No permit shall be issued under this section until such fees, as outlined in Schedule "B" have been paid to the Town. The fees shall include all inspection fees and charges associated with processing of the application, control and enforcement of "Specifications for Developers" and shall be paid in full prior to the issuance of a ~~B~~building ~~p~~Permit.
- 6.3 The size, shape, alignment, materials or construction of a building sewer line and methods to be used in excavating, placing of the pipe, joining testing and backfilling the trench shall be as specified in the "Specifications for Developers" and shall be subject to the supervision and approval of the Engineer.
- 6.4 The diameter of the pipe installed on residential properties shall be not less than one hundred millimetres (100 mm), and the pipe installed on commercial, institutional and industrial premises shall not be less than one hundred, fifty millimetres (150mm) in diameter. The slope shall not be less than one percent (1%).
- 6.5 Whenever possible, the building sanitary sewer shall be brought to the building at an elevation below the basement floor. In all buildings in which any building sanitary drain is too low to permit gravity flow to the public sewer, sanitary sewage carried by such building sanitary drain shall be lifted by an approved means and discharged to the building sanitary sewer.
- 6.6 Existing building sewers may be used when they are found, on examination and test by the Engineer, to be of acceptable standard, and conform to other specifications of this ~~By-Law~~By-law.
- 6.7 All costs and expenses incident to the extension of the building sewer to the sewer system shall be borne by the ~~P~~property ~~owner~~Owner, who shall own and maintain the extension. Streets, rights-of-way, sidewalks, parkways or any other public property disturbed in the course of this work shall be restored to the satisfaction of the Engineer.
- 6.8 The Town may grant a permit for the installation of a private sewage system where the cost of installation and connection of the building sanitary sewer would be excessive due to the location of the building. The private sewage system shall meet

all the legislative requirements of the Province of New Brunswick or any department or departments thereof.

- 6.9 The ~~owner~~Owner or ~~their~~his Agent shall notify the Engineer when the building sanitary sewer is ready for inspection and connection to the lateral. No portion of the building sanitary sewer or connection to the lateral shall be covered over until such is inspected and approved by the Engineer ~~or their~~his the Engineer's designate.

7. BACKWATER VALVES

- 7.1 Backwater valves shall be installed on building sanitary drains inside the foundation walls on all new building construction regardless of foundation elevation and installed in accordance with good trade practices.
- 7.2 Where an existing lateral has outlets which are below the level of the street above the sanitary sewer to which it connects, the property ~~owner~~Owner shall, at ~~their~~his own expense, install a backwater valve in the building drain within ~~sixty~~(60) days of being so directed by the Town.
- 7.3 A person who fails to install a backwater valve as required by this section is guilty of an offence.
- 7.4 Any person connecting a building storm drain into the storm sewer system shall install a backwater valve on the building storm drain.

8. MAINTENANCE AND BLOCKAGE

- 8.1 The main line of the sewer system shall be maintained and operated by the Town.
- 8.2 Any blockage in a sewer from the building to the main line of the sewer system shall be the responsibility of the ~~owner~~Owner.
- 8.3 If a blockage referred to in ~~S~~section 8.2, on examination by the Engineer, is found to have been caused by a negative grade or rupture in the portion of the lateral located within the Town's right-of-way, the costs of the repairs shall be the responsibility of the Town.

9. SANITARY SEWER SERVICE RATES

- 9.1 Every ~~owner~~Owner of land on which any building is situated that
- (a) fronts on any street, right-of-way, or highway in which a sewer line is situated;
 - (b) fronts on any right-of-way which connects to a street or highway in which a sewer is situated; or
 - (c) Council has ordered connected to a sewerage -system;
- shall pay to the Town an annual "Sewer Service Charge".;

9.2 ~~The "Sewer Service Charge" shall be~~ shall pay to the Town an annual "Sewer Service Charge" for the construction and maintenance of the sewerage system of the Town, as determined by resolution of Council on an annual basis. The annual "Sewer Service Charge" shall be the amount outlined in Schedule "B".

~~9.2 The "Sewer Service Charge" shall be calculated to approximate the sum arrived at by dividing the total capital cost of the sewer system by the total number of equivalent user units within the system. Equivalent User Units shall be determined by resolution of Council.~~

9.3 A lot upon which no building has been constructed and which has less than the minimum frontage or area for a lot served by either a sewer system or by both sewer and water systems, under the Zoning ~~By Law~~By-law, is exempt from the sewer service charge, as long as the lot remains vacant.

9.4 An ~~owner~~Owner of land on which a building is situated that fronts on any street or highway in which a sewer is situated, or that fronts on a right-of-way which connects to such a street or highway, is not liable to pay the sewer service charge if the Engineer certifies that it would be impractical to connect any building on the land to the sewer.

9.5 Sewer service charges shall be levied on the ~~owner~~Owners of all properties liable to pay the same commencing at the beginning of the calendar year following the year in which a sewer line has been installed or the year in which a building on the property has been connected to the sewer system, whichever is earlier.

9.6 The sewer service charge shall be invoiced annually.

9.7 The sewer service charge payable by the ~~owner~~Owner shall be paid to the Town on or before the end of the calendar month next following the date the invoice is mailed to such ~~owner~~Owner and shall be payable whether or not the invoice is received by the ~~owner~~Owner. If the sewer service charge is not paid in full, the amount owing to the Town shall bear interest at a rate set by resolution of Council, and such rate of interest shall be set forth on the invoice. A fee shall be charged to the account for "NSF" cheques, as ~~set by resolution of Council~~outlined in Schedule "B".

9.7.1(a) Where recommended by the Committee, the Town Manager may authorize a payment schedule for any account with an outstanding balance that includes at least five hundred dollars (\$500.) that is in arrears for longer than one year.

(i) Such payment schedule may be for a period of no longer than twenty-four (24) months and shall provide for payment of the outstanding balance including interest accrued to the date of the payment schedule as well as estimates of the new charges that would accrue during the payment period. The payment schedule may provide that, should the ~~owner~~Owner make all payments due in accordance with the payment schedule, interest that would otherwise accrue on the outstanding balance during the payment period will be waived.

(ii) In exceptional circumstances and with the approval of Council, a payment schedule may exceed twenty-four (24) months.

- (b) Where the ~~owner~~Owner fails to make any payment by the date specified in the payment schedule, the full amount will become due and payable forthwith, including interest compounded in the normal fashion as if no payment schedule had ever been approved.
- (c) An ~~owner~~Owner remains obligated to pay to the Town actual new charges incurred during the payment period and not merely estimates that may have been included in a payment schedule.
- (d) The authorization of a payment schedule in accordance with Section 9.7.1 subsection (a) is merely an accommodation to an ~~owner~~Owner by the Town and does not reduce or affect, except to the degree specifically stated in section 9.7.17.6.1 ~~reduce or affect, except to the degree specifically stated in section 9.7.17.6.1~~, the rights of the Town including, without limitation, its rights to accrue and collect the charges and interest thereon due from an ~~owner~~Owner to the Town under this By-Law~~By-law~~ or to disconnect service to a property.
- 9.8 If the account or any part thereof remains unpaid at the end of the period hereinbefore mentioned, the Town may sue in its own name to recover the balance owing, including interest, as if the said amount were a debt due from the ~~owner~~Owner to the Town.
- 9.9 After ten ~~days~~ ~~noticed~~ days' notice in writing has been given to an Owner who is in arrears, which notice may be given by registered mail addressed to the Owner, postage prepaid, and without prejudice to any other rights which the Town may have, the Town may disconnect service to the property until such time as the account and the entire cost of disconnecting and reconnecting the service have been paid in full or arrangements for payment satisfactory to Council and approved in writing by the Town Manager have been made by the Owner.

~~9.9 After ten days notice in writing has been given to an ownerOwner who is in arrears, which notice may be given by registered mail addressed to the ownerOwner, postage prepaid, and without prejudice to any other rights which the Town may have, the Town may disconnect service to the property until such time as the account and the entire cost of disconnecting and reconnecting the service have been paid in full or arrangements for payment satisfactory to Council and approved in writing by the Town Manager have been made by the ownerOwner.~~

9.10 For the purposes of this ~~By-Law~~By-law, a sewer has been installed when the Engineer has certified to Council that the system or project of which the sewer forms part is substantially complete.

9.11 Every person connecting to the sewer shall pay a connection fee ~~therefor equal to an amount as set by resolution of Council as outlined in Schedule "B"~~. The fees shall include all inspection fees and charges associated with processing of the application, control and enforcement of "Specifications for Developers" and shall be paid in full prior to the issuance of a building permit.

9.12 The sewer connection fee is a lien, and bears interest and may be collected in the same manner as the sewer service charge hereinbefore mentioned.

9.13 Nothing in this ~~By-Law~~By-law makes the Town responsible for any part of a sewer connection that is not in a public street, right-of-way, highway, or sewer easement.

10. PENALTIES

10.1 Any person found violating any provision of this ~~By-Law~~By-law or who suffers or permits any act or thing to be done in contravention or violation of any provision thereof, or neglects or fails to do any act or thing herein required, is liable on summary conviction to a fine ~~of not less than seventy dollars (\$70.00) and not more than five hundred dollars (\$500.00), or such greater amount~~ as may be imposed for commission of an offence punishable under Part II of the *Provincial Offences Procedure Act*, R.S.N.B. (1973), Chapter P-22.1, and amendments thereto, as a Category C offence.

10.2 The provisions of Sections 9 and 10 are cumulative and optional and one or more of the remedies provided to the Town may be undertaken simultaneously at the option of the Town.

11. SEVERABILITY

If any part of this ~~By-Law~~By-law shall be held invalid, such part shall be deemed severable and the invalidity thereof shall not affect the remaining parts of this ~~By-Law~~By-law.

12. BY-LAWS REPEALED

By-laws ~~1-006-01, 7-01 and 14-02~~ relating to the Rothesay sewerage system ~~are~~is hereby repealed.

13. **EFFECTIVE DATE**

This ~~By Law~~By-law comes into effect on the ~~date of the final enactment thereof~~1st30th
day of ~~January~~March 20015.

FIRST READING BY TITLE : 8 November 2004

SECOND READING BY TITLE : 10 January 2005

READ BY SECTION NUMBER : 14 February 2005

(Advertised as to content on the Rothesay
website in accordance with *Municipalities Act*
R.S.N.B. (1973) Chapter M-22)

THIRD READING BY TITLE

AND ENACTED : 14 February 2005

MAYOR

CLERK



ROTHESAY

70 Hampton Road, Rothesay, NB, E2E 5L5 (506) 848-6600 Fax (506) 848-6677

E-mail: rothesay@rothesay.ca

Web site: www.rothesay.ca

CONNECTION APPLICATION ROTHESAY SEWER SYSTEM Schedule "A"

I he undersigned hereby applies/apply to: uncover, make a connection with or opening into, and/or use the Rothesay Sewer System.

PROPERTY OWNER(S): _____

PHONE: (Home) _____ (Business) _____

PROPERTY LOCATION: Civic: _____ PID# _____

TYPE OF BUILDING: _____

PURPOSE: _____

PROPOSED DATE OF HOOK-UP: _____

1. I/We represent that I am/we are the legal owners of the property
2. I/We hereby grant to the Town Engineer or his authorized agent the right to enter the property for the purpose of inspection of the Sewer Service.
3. I/We hereby agree to abide by and be subject to all the terms and conditions set forth in By-Law 1-15, Sewage by-Law, Rothesay and, in particular, I/we agree to pay the Town the sewer service charges and fees that may be set from time to time pursuant to the Sewage By-Law.
4. This agreement shall be binding on me/us and my/our successors and assigns.

I/We are aware of the requirements of Rothesay Building By-Law, Number 4-99, and my/our responsibilities thereunder, and I/we agree to use the above structure for the purpose stated only. I/We are aware construction methods used must safeguard public and private property and must be carried out in strict compliance with the Occupational Health and Safety Act, S.N.B. (1983), chapter O-0.2 as amended. I/We agree to permit and facilitate observation of the work covered under this Permit by the Building Inspector and public authorities at all times.

All records in the custody and control of the town of Rothesay are subject to the provisions of the *Right to Information and Protection of Privacy Act*, SNB 2009, c R-10.6. The collection of personal information on this form is for the purpose of issuing, renewing and/or administering a Rothesay Sewer System Application.

Collection is authorized in accordance with Town By-Laws and/or Legislation and may be subject to disclosure under the provisions of the *Right to Information and Protection of Privacy Act, supra*. Any questions regarding the collection of this information can be directed to the Rothesay Town Clerk, 70 Hampton Road, Rothesay, NB E2E 5L5 (506-848-6664).

Signature of Property Owner _____

Signature of Property Owner _____

Permit Fee \$ _____
Connection Fee \$ _____

Permit # _____
Per _____
Date _____



2015February9OpenSessionFINAL_117

ROTHESAY

SEWER SERVICE

FEES and CHARGES

Schedule "B"



PERMIT and CONNECTION FEES

Sewer permit fee (Section 6)	\$ 100.00 (non-refundable)
Sewer system connection (section 9)	\$1,000.00
Sewer system connection – non-residential	\$1,000.00 per equivalent user unit

SEWER SERVICE CHARGE (Section 9)*

*Owners who choose not to connect to the sewer system, when access to the system is available, shall be invoiced the annual sewer service charge.

Each equivalent user unit \$ 340.00

	<u>Equivalent</u>
<u>Equivalent user units</u>	
Single family residential home	1
Residence with rental apartment or self contained unit	2
Apartment building with 3 units	3
Apartment building with 4 units and above	0.75 per unit
Townhouses	1 per unit
Commercial – strip mall	1 per unit
Commercial – other	Defined by signed agreement
Institutional (Schools)	Based on number of students and staff ⁺
Institutional – other	Defined by signed agreement

⁺ Total of students and staff divided by number of persons per average household (3.2). Result multiplied by $\frac{3}{4}$ of a year facility is in use. Result divided by percentage of day in attendance at facility (3 [8/24]).

In the case of RCS-Netherwood, the number of boarders would be used in the formula but a factor of 1 would apply for the percentage of the day in attendance.

INTEREST(Section 9) 1.25% per month, compounded monthly

NSF CHEQUES (Section 9) \$25.00 fee per occurrence



70 Hampton Road
Rothesay, NB
E2E 5L5 Canada

Rothesay Council
February 9, 2015

TO: Mayor Bishop and Members of Rothesay Council

SUBMITTED BY: 
John Jarvie, Town Manager

DATE: February 3, 2015

SUBJECT: By-law 2-15: Water

RECOMMENDATION

It is recommended that Rothesay Mayor and Council:

1. Give first reading to By-law 2-15: Water By-law; and
2. Give second reading to By-law 2-15: Water By-law.

ORIGIN

The Water By-law was last revised in 2004. The Utilities Committee has reviewed the 2004 By-law and recommend acceptance of the attached revisions.

BACKGROUND

In early 2014 the Utilities Committee undertook the task of reviewing and revising the Water By-law. The 2004 By-law was divided into manageable sections for review during the periods between (monthly) committee meetings. Over the course of several meetings the By-law was reviewed in detail and suggestions from Committee members and staff were debated. Consensus

on revisions, if any, was achieved for each section of the By-law before the Committee moved on to the next section. Once this process was complete, a final review was completed by all members and the revised, reformatted By-law was drafted by the secretary.

At their meeting of October 15, 2014 the Committee passed the following motion:

1. Moved by T. Langley and seconded by C. Northrup to send the Water By-law to Council for their approval.

CARRIED

DISCUSSION

A copy of the final revision of the By-law as well as a copy of the current (2004) By-law (showing the changes) has been attached to this report.

The Water By-Law was also largely unchanged with the exception of one major addition under section 4.15 whereby all uses other than single family residential dwellings will connect to and exclusively use Town Water where it is available. This is a substantive change and it means that all apartment complexes, duplexes, commercial, industrial or institutional uses that are in serviced areas (ie. are now paying the fixed water rate) will connect to and use Town water. Though not written specifically in the By-law, the Committee's recommendation is that upon third reading and adoption of the revised Water By-law, all non-single family land uses in serviced areas be identified and that a letter be sent to the property owners advising them of the change and allowing them a period of 24 months to become compliant with the By-law.

By-law 2-15 will continue to be proofed by staff until such time as third reading is approved by Council.

Report Prepared by: 
Brett McLean, Director of Operations

Report Approved by: John Jarvie, Town Manager

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



WATER & SEWER COMMITTEE MEETING

Wednesday, October 15, 2014

5:30 p.m.

PRESENT: COUNC. MATT ALEXANDER
TRACY LANGLEY
CHRIS NORTHRUP

DIRECTOR OF OPERATIONS – BRETT MCLEAN
ACTING TOWN MANAGER/DPDS — BRIAN WHITE
RECORDING SECRETARY – WENDY DORAN

ABSENT: DR. BRIAN CRAIG

Counc. Alexander called the meeting to order at 5.40 p.m.

1. APPROVAL OF AGENDA:

MOVED by T. Langley and seconded by C. Northrup to approve the Agenda as circulated.

CARRIED.

2. APPROVAL OF MINUTES:

MOVED by C. Northrup and seconded by T. Langley to approve the Minutes of September 17, 2014 as circulated.

CARRIED.

3. DELEGATIONS:

N/A

4. REPORTS & PRESENTATIONS:

N/A

5. OLD BUSINESS

5.1 Update on ongoing work at Water Plant:

DO McLean reported that the structural steel has arrived and the trusses will be installed shortly for the new roof. The contractor has tarps covering the roof area to prevent water from entering through the existing roof while the new roof is constructed.

He did note that the project got off to a slow start and subsequently a meeting was held last week with the contractor to discuss the schedule. They have submitted a detailed plan to be done by December 20th. The contractor was given written notice that if work is not complete by that date, the contractor will be responsible for fees associated with having the consultant inspector on site.

5.2 Water Source - Update:

DO McLean reported that he met with BGC (the Consultant). DO McLean stated that out of the four wells, two are potentially sustainable and two are definitely not. They would like to drill one more well to see what results may yield from that. A short discussion followed.

5.3 Water & Sewer By-Law – Final Review:

Final edits have been completed. DO McLean noted that the most fundamental change was Item 4.15 in the Water By-Law.

MOVED by T. Langley and seconded by C. Northrup to send the Water By-Law to Council for their approval.

CARRIED.

MOVED by T. Langley and seconded by C. Northrup to send the Sewer By-Law to Council for their approval.

CARRIED.

6. NEW BUSINESS:

6.1 WWTP Build Canada Application:

DO McLean reported these applications went before Council last evening and were approved for submission to RDC. Town Staff will submit the applications this week; the deadline is October 24th.

6.2 Well Cleaning 2014:

DO McLean reported that while the water quality in the town source at Carpenter's Pond is very good, it does contain manganese which causes a build-up in the pipes. As a result, the wells need to be cleaned. This is on a four year rotational schedule with two of the eight wells cleaned each year.

6.3 Site Well Assessments:

There was a short discussion on the condition of the well at the McGuire Centre. It was determined that the well at this location was not suitable for operating a Warming Centre. DO McLean stated that there is a recommendation forthcoming to include in the 2015 budget to extend the town water line to the Bill McGuire Centre.

DO McLean reported on the water system in general. He stated that there are currently three dead ends on pipes located in the Isaac/Gondola Point Road/Strong

Court area where the town needs to flush each year at a significant cost. DO McLean stated that it is proposed in the 2015 budget to install a pipe connecting these three dead ends and eliminating the need to flush, as well as replacing pipes on Almon Lane. DO McLean also commented that well-houses and amalgamating the raw water systems are now proposed in the 2016 budget. The proposed sewer collection system modifications are in the 2015 budget, followed by the sewage treatment plant in 2017.

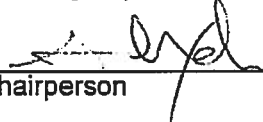
7. CORRESPONDENCE FOR ACTION:
N/A

8. DATE OF NEXT MEETING:
November 19th, 2014 at 5:30 p.m.

9. ADJOURNMENT
MOVED by T. Langley and seconded by C. Northrup to adjourn the meeting.

CARRIED.

Meeting adjourned at 6.20 p.m.



Chairperson



Recording Secretary

BY-LAW 2-15
WATER BY-LAW

The Council of Rothesay, under authority vested in it by Section 189 of the *Municipalities Act* R.S.N.B. (1973), Chapter M-22, and amendments thereto, hereby enacts as follows:

TITLE

1. This By-law may be cited as the “Water By-law”.

DEFINITIONS

2. In this By-law, unless otherwise stated:

- a) “Commercial unit” means a separate set of quarters used for other than residential purposes with a private entrance from outside the premises or from a common hallway or stairway inside;
- b) “Committee” means the Water and Sewerage Committee of Rothesay, as appointed by the Council;
- c) “Council” means the Mayor and Council of Rothesay;
- d) “Dwelling unit” means a separate set of residential quarters with a private entrance from outside the premises or from a common hallway or stairway inside;
- e) “Engineer” means the Town Engineer or their designate;
- f) “Equivalent User Units” means the rate at which non-single family residential users and commercial users are charged for maintenance, construction, and use of the water system; calculated with an average residential household as the base single unit;
- g) “Fire Department” means the Kennebecasis Valley Fire Department Inc.;
- h) “Industrial unit” means an area of land with or without buildings or structures on which activities take place pertaining to industry, manufacturing, commerce, trade, business, or institutions as distinguished from domestic dwellings;
- i) “Institutional unit” means an area of land with or without buildings or structures on which activities take place pertaining to public or non-profit purposes, and without limiting the generality of the foregoing, may include such uses as schools, places of worship, indoor recreation facilities, community centres, public hospitals, and government buildings;
- j) “May” is construed as permissive;

- k) "Meter" means a cold water measuring device calibrated in cubic metres owned and operated by the Town;
- l) "Owner" means the person in whose name the property is assessed under the *Assessment Act*, Chapter A-14, R.S.N.B. (1973) and amendments thereto, and includes executors, administrators, and assigns of such person;
- m) "Person" means any individual, partnership, company, public or private corporation, or agency of the Province of New Brunswick, agency or any other legal entity;
- n) "Premises" means a building, which may contain one or more dwelling unit, institutional unit, industrial unit, and/or commercial unit, connected to the water system of the Town by a single service connection to each system;
- o) "Roadway" means that portion of a Rothesay street between the curb lines or the travelled portion of a street designed for vehicular traffic and, except where the context indicates otherwise, includes a crosswalk;
- p) "Rothesay Main Water" or "Rothesay Main Water System" means the water system for that area within the municipal boundary having its source of water supply from the Carpenters' Pond Watershed and such other sources as may be developed from time to time;
- q) "Service Connection" means any piping system that conveys water from a water main to any premises;
- r) "Shall" is construed as being mandatory;
- s) "Specifications for Developers" means the standards adopted by the municipality as a minimum standard for new construction of streets and services within the Town;
- t) "Street" means a Rothesay street, highway, road, lane, sidewalk, thoroughfare, bridge, square and the curbs, gutters, culverts, and retaining walls in connection therewith and, without restricting the generality of the foregoing, includes the full width of the right-of-way;
- u) "Town" means the town of Rothesay or the area contained within its municipal boundaries as the context requires;
- v) "Water" and "Water Supply" means the water supplied to consumers for the purposes herein specified;
- w) "Water System" means all of the property involved in the operation of the Rothesay water utility and watershed; including all land, wells, water lines and appurtenances, treatment plants, reservoirs, pumping stations, buildings and structures, and general

property;

- x) "Water User Charge" means the amount charged for maintenance, construction, and operation of the water system.

2.1 In this By-law where the context requires, the singular shall be taken to also mean the plural and references to the male or female gender shall be taken to include the other.

3. **COMMITTEE**

3.1 The Water and Sewerage Committee shall be appointed in accordance with the Rothesay Procedural By-law

3.2 Council may refer any matter related to the water utility to the Water and Sewerage Committee for comment and the Committee shall provide Council with a written response to any matter referred by Council.

4. **WATER SYSTEM**

4.1 Water shall not be furnished for any purpose other than domestic and fire protection purposes when, in the opinion of Council or the Engineer, the quality or efficiency of the water supply for domestic and fire protection purposes within the Town would thereby be impaired.

4.2 (a) The Town may, subject to the foregoing limitations, furnish water for purposes other than domestic and fire protection under an agreement in writing that the water supply may be discontinued temporarily or permanently by Council.

(b) When a development has been approved that includes a car wash facility, a recycle component shall be installed, operated, and maintained as part of the system, with a capacity to reclaim a minimum of 40 per cent and further shall be subject to Town approval.

4.3 Unless otherwise authorized by Council or the Engineer, the water supply to any premises shall be measured by a water meter, as regulated under Section 5 of this By-law.

4.4 The water supply shall be regularly tested in accordance with the *Clean Water Act*, R.S.N.B. (1973) Chapter C-6.1 and amendments thereto, and Approvals to Operate issued from time to time.

4.5 The locations, elevations, materials, and methods of installation for all public and private water mains, service pipes, and appurtenances shall be approved by the Engineer prior and after construction.

- 4.6 The Owner shall use construction methods which safeguard the public and private property and work shall be carried out in strict compliance with the *Occupational Health and Safety Act*, R.S.N.B. (1983), Chapter O-0.2 as amended.
- 4.7 No person, being an Owner, tenant, or occupant of a house, building, or other place within the Town supplied with water by the Town shall, without permission of Council or the Engineer:
- (a) lend or sell the water;
 - (b) give water away or permit it to be taken or carried; or
 - (c) use or apply it to the use or benefit of any other person.
- 4.8 The Town shall not be liable for any damage or injury caused or done by reason of the interruption of water supply, water system operation, water pressure or its variation, or drawing of a vacuum on the water system.
- 4.9 No person other than designated Town staff or Fire Department users identified by the Fire Chief (or designate) shall open or in any way interfere with any hydrant or valve in the Town.
- 4.10 The Engineer shall have right of access to all parts of an Owner's property or premises at all reasonable hours for the purpose of inspecting any water pipes, fittings or appliances. The Town shall have the right to suspend water service to any Owner who refuses such access or does not respond to requests by the Engineer for such access.
- 4.11 Water supply may be refused or discontinued at any time for:
- a) non-payment of water user charges;
 - b) non-payment of a water connection charge;
 - c) non-payment of any repair or maintenance related charge;
 - d) failure, in the opinion of the Engineer, of the plumbing, pipes, fittings, vents, fixtures, or other related devices on the premises necessary to comply with the requirements of this By-law or if any part of the water system of such premises is in any way unsuitable, dirty, unsanitary, or in an inaccessible place;
 - e) violation of any provision of this By-law;
 - f) the convenience of, and at the request of, the Owner and occupier of the premises; or
 - g) use above quarterly limit of 800 cubic meters per quarter.
- 4.12 Where a water supply has been discontinued under Section 4.11, the Owner shall pay a disconnection fee, together with any amount in arrears and furthermore, a reconnection fee shall be paid before such supply will be restored. Said fees are outlined in Schedule "E".

- 4.13 No connection shall be made to the water system for the purpose of taking water therefrom except under the direct supervision of the Engineer.
- 4.14 Where maintenance of a sprinkler system or other fire fighting system requires the removal of unmetered water from the water system, the Owner shall obtain prior permission from the Engineer and shall notify the Fire Department dispatch personnel.
- 4.15 Any owner of a commercial, institutional, or non-single family residential building on land abutting a street, right-of-way, or public place in which there is a water main shall connect to the main in a manner approved by the Town and use such main as its sole source of water.
- 4.16 No person shall make a connection to any water main of the Town unless a permit has been issued pursuant to this By-law, in the form as set out in Schedule "A". All installations shall be in accordance with the requirements of the "Specifications For Developers" and subject to inspection by the Engineer.
- 4.17 Water shall not be supplied from the water system to any Owner's water system unless the Owner's water system and related plumbing is protected from frost and is approved by the Engineer and all costs and expenses incident to the installation and connection to the water system shall be borne by the Owner.
- 4.18 Every service connection to a premises shall have a stop drain shut-off valve, of a type approved by the Engineer, in an accessible position immediately inside the wall of the premises at the service entrance.
- 4.19 When an Owner's water system is found to have been installed in an unsatisfactory manner or in a manner insufficiently strong to resist the pressure to which it may be subjected or where water service pipes are not sufficiently protected from frost or where a person supplied with water has violated any provision of this By-law, the Engineer may direct that the water supply be discontinued until such Owner's water system is properly installed and approved and the person supplied has complied with the provisions of this By-law.
- 4.20 Where an Owner's water system requires a pressure reducing valve to control excess pressures, such valve, installation, and related costs shall be the responsibility of the Owner, with said installation subject to approval of the Engineer.
- 4.21 No Owner or other person shall connect, cause to be connected, or allow to remain connected, any piping, fixture, fitting, container, or appliance, in a manner that, under any circumstances, could allow water, waste water, or any other substance to enter the Town's water system. The determination of whether or not such condition exists shall be made solely by the Engineer.

- 4.22 No person shall connect any of the following to a service connection, or a line connected to a service connection, without obtaining a permit from the Engineer:
- a) a booster pump;
 - b) a quick opening or quick closing valve;
 - c) a flush valve;
 - d) a heat pump;
 - e) a standpipe;
 - f) a large outlet which may occasion sudden large demands of short or long duration thereby requiring oversize pipe lines; or
 - g) any device which may affect the stability or regulation of water pressure in the water system.
- 4.23 An application for a permit to install a device such as described in Section 4.22 shall be made in the form as set out in Schedule "B" and shall be accompanied by plans and specifications and such other information as required by the Engineer to properly describe the work.
- 4.24 If a condition is found to exist which in the opinion of the Council or the Engineer, is contrary to Sections 4.21, 4.22, or 4.23 hereof, Council may either:
- a) shut off the service or services; or
 - b) give notice to the Owner to correct the fault within a specified period.
- 4.25 No person shall allow an alternate source of water supply to be connected to the Town Water System.
- 4.26 In all new construction, where water hose connections are installed for purposes other than fire protection, such hose connections shall be fitted with atmospheric vacuum breakers.
- 4.27 Water services shall be discontinued by resolution of Council to any premises declared unfit for human occupation.

5. METERED WATER

- 5.1 All water meters installed by the Town or for the Town are and shall remain the property of the Town.
- 5.2 The rental of the water meter shall be a one-time charge, payable in one payment or quarterly for a period of three years, in accordance with the rates as outlined in Schedule "E".
- 5.3 All new construction within the Town, where services are available, shall be required to have a water meter installed prior to activation or delivery of any water to the premises. Said installation shall be in accordance with the Standards and

Requirements as set out in Schedule "C".

- 5.4 Where the premises are connected to a private distribution system, the Owner shall provide for a metering vault.
- 5.5 Every Owner shall provide a place for a water meter which, in the opinion of the Engineer, is suitably located within the building at or near the point of entry of the water service pipe and on the Owner side of the shut-off valve, so the meter can be easily read and will not be exposed to freezing temperatures.
- 5.6 Every Owner shall provide a place for a remote meter reading device (outside register) that shall be located on the exterior of the building. This remote meter reading device shall be connected to the meter by means of a wire conductor.
- 5.7 Where the premises of an Owner are of such a nature that a meter cannot be properly installed in a building, or if the building is not sufficiently frost proof as to guarantee the safety of the meter, the Engineer may order the Owner to construct an approved frost proof chamber in which the meter can be installed.
- 5.8 Where the required meter is larger than 20 millimetres nominal pipe diameter, or services more than one above ground floor, it shall be valved on both sides. Where the required meter is larger than 20 millimetres nominal pipe diameter, or where the required meter is a turbine type, or compound type, the Owner shall provide a valved bypass arrangement, designed and installed to the satisfaction of the Engineer, to enable testing and servicing of the meter.
- 5.9 The Engineer shall have right of access to all parts of an Owner's property or premises at all reasonable hours for the purpose of installing, removing, repairing, reading, testing, or inspecting meters or outside registers. The Town shall have the right to suspend water service to any Owner who refuses such access or does not respond to requests by the Engineer for such access.
- 5.10 No person shall remove or in any way interfere with any water meter affixed to a water service of the Town without approval of the Engineer.

- 5.11 The Owner shall be responsible for the meter on their service pipe and shall protect such water meter. The Owner shall be liable for any damage to the meter or outside register resulting from carelessness, hot water, steam, or the action of frost or any other cause not the fault of the Town or its agents and employees. The cost to the Town occasioned by the damage to the water meter or outside register shall be paid by the Owner. If, after the rendering of an invoice by the Town to the Owner for the cost, the invoice is not paid within thirty (30) days from the date rendered, the supply of water to the premises may be suspended until all charges are paid.
- 5.12 Meters shall be read every quarter and the water user charge shall be invoiced in accordance with Section 7 of this By-law.
- 5.13 Where an Owner requests a Town-owned water meter be tested for accuracy, a fee, as outlined in Schedule "E", shall be paid prior to the test being conducted. Such fee may be refundable only if the tested meter is found to register volumes higher by more than four percent of the standard test. The meter shall be tested by an independent, certified testing service in accordance with the "Statement of Standard Procedure, Settlement of Disputes", as set out in Schedule "D".
- 5.14 Where an Owner, or an Owner's agent, requests that the water meter be read at any time other than the time that it is normally read, the Owner shall be liable to pay a fee, as outlined in Schedule "E".

6. MAINTENANCE AND BLOCKAGE

- 6.1 The main line of the water system shall be maintained and operated by the Town.
- 6.2 The service connection from and including the curb stop at the property line to the main line of the water system shall be maintained and operated by the Town.
- 6.3 The service connection from but NOT including the curb stop at the property line to the building, and all fixtures, piping, and appurtenances within the building shall be maintained and operated by the Owner.

7. RATES

- 7.1 Every Owner of land on which any building is situated that:
- (a) fronts on any street, right-of-way or highway in which a water line is situated;
 - (b) fronts on any right-of-way, which connects to a street or highway in which a water line is situated; or
 - (c) Council has ordered connected to a water system;
- shall pay to the Town a "Water User Charge" for the construction, operation, and maintenance of the water system of the Town, as outlined in Schedule "E".

- 7.2 The "Water User Charge" shall be comprised of:
- (a) a fixed charge that shall be billed to each Owner of property connected to, or who has access to the system;
 - (b) a consumption charge based on the volume of water recorded by the meter on the service or as estimated in a manner approved by Council; and
 - (c) an annual stand-by charge for such buildings that are connected to the Town water system and are equipped with water sprinkler systems.
- 7.3 The fixed charge portion of the "Water User Charge" shall be set in accordance with the meter size and shall be reviewed periodically and approved by resolution of Council. Consumption rates per cubic meter and the annual stand-by charge shall be as outlined in Schedule "E".
- 7.4 The "Water User Charge" shall be invoiced quarterly, including the fixed charge and consumption charge.
- 7.5 Owners who choose not to connect to the water system, when access to the system is available, shall be invoiced the fixed charge portion of the "Water User Charge".
- 7.6 The water user charge payable by the Owner shall be paid to the Town on or before the end of the calendar month next following the date the invoice is mailed to such Owner and shall be payable whether or not the invoice is received by the Owner. If the account is not paid in full, the amount owing to the Town shall bear interest at a rate as outlined in Schedule "E" and such rate of interest shall be set forth on the invoice. A fee shall be charged to the account for "NSF" cheques, as outlined in Schedule "E".
- 7.6.1(a) Where recommended by the Committee, the Town Manager may authorize a payment schedule for any account with an outstanding balance that includes at least five hundred dollars that is in arrears for longer than one year.
- (i) Such payment schedule may be for a period of no longer than 24 months and shall provide for payment of the outstanding balance including interest accrued to the date of the payment schedule as well as estimates of the new charges that would accrue during the payment period. The payment schedule may provide that, should the Owner make all payments due in accordance with the payment schedule, interest that would otherwise accrue on the outstanding balance during the payment period will be waived.
 - (ii) In exceptional circumstances and with the approval of Council, a payment schedule may exceed 24 months.
- (b) Where the Owner fails to make any payment by the date specified in the payment schedule, the full amount will become due and payable forthwith, including interest compounded in the normal fashion as if no payment schedule had ever been approved.

- (c) An Owner remains obligated to pay to the Town actual new charges incurred during the payment period and not merely estimates that may have been included in a payment schedule.
 - (d) The authorization of a payment schedule in accordance with Section 7.6.1 subsection (a) is merely an accommodation to an Owner by the Town and does not reduce or affect, except to the degree specifically stated in Section 7.6.1, the rights of the Town including, without limitation, its rights to accrue and collect the charges and interest thereon due from an Owner to the Town under this By-law or to disconnect service to a property.
- 7.7 If the account or any part thereof remains unpaid at the end of the period hereinbefore mentioned, the Town may sue in its own name to recover the balance owing, including interest, as if the said amount were a debt due from the Owner to the Town.
- 7.8 After ten days' notice in writing has been given to an Owner who is in arrears, which notice may be given by registered mail addressed to the Owner, postage prepaid, and without prejudice to any other rights which the Town may have, the Town may disconnect service to the property until such time as the account and the entire cost of disconnecting and reconnecting the service have been paid in full or arrangements for payment satisfactory to Council and approved in writing by the Town Manager have been made by the Owner.
- 7.9 For the purposes of this By-law, a water line has been installed when the Engineer has certified to Council that the system or project of which the water line forms part is substantially complete.
- 7.10 Water user (fixed) charges shall be levied on the Owners of all properties liable to pay the same commencing at the beginning of the calendar year following the year in which a water line has been installed. The owner of any property on which a building has been connected to the water system shall be liable to pay the (pro-rated) water user fixed charge commencing at the time the connection is made.

SYSTEM ACCESS FEES

- 7.11 Every person connecting to the water system shall pay a meter connection permit fee and water system access fee as outlined in Schedule "E". The fees shall include all inspection fees and charges associated with processing of the application, control and enforcement of "Specifications for Developers" and shall be paid in full prior to the issuance of a water connection permit.
- 7.11.1 The Engineer, following standard practices and engineering principles, shall have discretion as to the size of the meter required.

- 7.12 The meter connection permit fee and water system access fee bear interest and may be collected in the same manner as the water user charge hereinbefore mentioned.
- 7.13 Nothing in this By-law makes the Town responsible for any part of a water connection that is not in a public street, right-of-way, highway, or water easement.

8. PENALTIES

- 8.1 Any person found violating any provision of this By-law or who suffers or permits any act or thing to be done in contravention or violation of any provision thereof, or neglects or fails to do any act or thing herein required, is liable to a fine as may be imposed for commission of an offence punishable under Part II of the *Provincial Offences Procedure Act*, R.S.N.B. (1973), Chapter P-22.1, and amendments thereto, as a Category C offence.
- 8.2 The provisions of Sections 7 and 8 are cumulative and optional and one or more of the remedies provided to the Town may be undertaken simultaneously at the option of the Town.

9. SEVERABILITY

If any part of this By-law shall be held invalid, such part shall be deemed severable and the invalidity thereof shall not affect the remaining parts of this By-law.

10. BY-LAWS REPEALED

By-law 7-04 relating to the Rothesay water system is hereby repealed.

11. EFFECTIVE DATE

This By-law comes into effect on the **30th day of March 2015**.

FIRST READING BY TITLE :

SECOND READING BY TITLE :

READ BY SECTION NUMBER :
(Advertised as to content on the Rothesay
website in accordance with *Municipalities Act*
R.S.N.B. (1973) Chapter M-22)

THIRD READING BY TITLE
AND ENACTED :

MAYOR

CLERK

BY-LAW ~~7-042-15~~
WATER BY-LAW

The Council of Rothesay, under authority vested in it by Section 189 of the *Municipalities Act* R.S.N.B. (1973), Chapter M-22, and amendments thereto, hereby enacts as follows:

TITLE

1. This By-law may be cited as the “Water By-law”.

DEFINITIONS

2. In this By-law, unless otherwise stated:

- a) “Commercial unit” means a separate set of quarters used for other than residential purposes with a private entrance from outside the premises or from a common hallway or stairway inside;
- b) “Committee” means the Water and Sewerage Committee of Rothesay, as appointed by the Council~~Mayor~~;
- c) “Council” means the Mayor and Council of Rothesay;
- d) “Dwelling unit” means a separate set of ~~residential~~living quarters with a private entrance from outside the premises or from a common hallway or stairway inside;
- e) “Engineer” means the Town Engineer or ~~his~~their designate;
- f) “Equivalent User Units” means the rate at which non-single family residential users and commercial users are charged for maintenance, construction, and use of the water system; calculated with an average residential household as the base single unit;
- g) “Fire Department” means the Kennebecasis Valley ~~Rothesay Regional~~ Fire Department Inc.;
- h) “Industrial unit” means an area of land with or without buildings or structures on which activities take place pertaining to industry, manufacturing, commerce, trade, business, or institutions as distinguished from domestic dwellings;
- i) “Institutional unit” means an area of land with or without buildings or structures on which activities take place pertaining to public or non-profit purposes, and without limiting the generality of the foregoing, may include such uses as schools, places of worship, indoor recreation facilities, community centres, public hospitals, and government buildings;
- j) “May” is construed as permissive;

- k) "Meter" means a cold water measuring device calibrated in cubic metres owned and operated by the Town;
- l) "Owner" means the person in whose name the property is assessed under the *Assessment Act*, Chapter A-14, R.S.N.B. (1973) and amendments thereto, and includes executors, administrators, and assigns of such person;
- m) "Person" means any individual, partnership, company, public or private corporation, or agency of the Province of New Brunswick, agency or any other legal entity;
- n) "Premises" means a building, which may contain one or more dwelling unit, institutional unit, industrial unit, and/or commercial unit, connected to the water system of the Town by a single service connection to each system;
- o) "Roadway" means that portion of a Rothesay street between the curb lines or the ~~traveled~~travelled portion of a street designed for vehicular traffic and, except where the context indicates otherwise, includes a crosswalk;
- p) "Rothesay Main Water" or "Rothesay Main Water System" means the water system for that area within the municipal boundary having its source of water supply from the Carpenters' Pond Watershed and such other sources as may be developed from time to time;
- ~~q) "Rothesay West Water" or "Rothesay West Water System" means the water system for that area within the municipal boundary having its source of water supply from the City of Saint John.~~
- ~~r)q)~~ "Service Connection" means any piping system that conveys water from a water main to any premises;
- ~~s)r)~~ "Shall" is construed as being mandatory;
- ~~t)s)~~ "Specifications for Developers" means the standards adopted by the municipality as a minimum standard for new construction of streets and services within the Town;
- ~~u)t)~~ "Street" means a Rothesay street, highway, road, lane, sidewalk, thoroughfare, bridge, square and the curbs, gutters, culverts, and retaining walls in connection therewith and, without restricting the generality of the foregoing, includes the full width of the right-of-way;
- ~~v)u)~~ "Town" means the town of Rothesay or the area contained within its municipal boundaries as the context requires;
- ~~w)v)~~ "Water" and "Water Supply" means the water supplied to consumers for the purposes herein specified;

~~x)w)~~ “Water System” means all of the property involved in the operation of the Rothesay water utility and watershed; including all land, wells, water lines and appurtenances, treatment plants, reservoirs, pumping stations, buildings and structures, and general property;

~~y)x)~~ “Water User Charge” means the amount charged for maintenance, construction, and operation of the water system.

- 2.1 In this By-law where the context requires, the singular shall be taken to also mean the plural and references to the male or female gender shall be taken to include the other.

3. **COMMITTEE**

3.1 The Water and Sewerage Committee shall be appointed ~~by the Mayor. Appointments to the Committee may include members of Council, who may be appointed for a term as determined by the Mayor, and others whose appointments shall be made for two years. Members are eligible for re-appointment in accordance with the~~ Rothesay Procedural By-law

3.2 Council may refer any matter related to the water utility to the Water and Sewerage Committee for comment and the Committee shall provide Council with a written response to any matter referred by Council.

4. **WATER SYSTEM**

4.1 Water shall not be furnished for any purpose other than domestic and fire protection purposes when, in the opinion of Council or the Engineer, the quality or efficiency of the water supply for domestic and fire protection purposes within the Town would thereby be impaired.

4.2 (a) The Town may, subject to the foregoing limitations, furnish water for purposes other than domestic and fire protection under an agreement in writing that the water supply may be discontinued temporarily or permanently by Council.

(b) When a development has been approved that includes a car wash facility, a recycle component shall be installed, operated, and maintained as part of the system, with a capacity to reclaim a minimum of ~~forty (40)~~ per cent and further shall be subject to Town approval.

- 4.3 Unless otherwise authorized by Council or the Engineer, the water supply to any premises shall be measured by a water meter, as regulated under Section 5 of this By-law.
- 4.4 The water supply shall be regularly tested in accordance with the *Clean Water Act*, R.S.N.B. (1973) Chapter C-6.1 and amendments thereto, and Approvals to Operate issued from time to time.
- 4.5 The locations, elevations, materials, and methods of installation for all public and private water mains, service pipes, and appurtenances shall be approved by the Engineer prior and after ~~to their~~ construction.
- 4.6 The Owner shall use construction methods which safeguard the public and private property ~~and work~~ and work shall be carried out in strict compliance with the *Occupational Health and Safety Act*, R.S.N.B. (1983), Chapter O-0.2 as amended.
- 4.7 No person, being an Owner, tenant, or occupant of a house, building, or other place within the Town supplied with water by the Town shall, without permission of Council or the Engineer:
- (a) lend or sell the water;
 - (b) give water away or permit it to be taken or carried; or
 - (c) use or apply it to the use or benefit of any other person.
- 4.8 The Town shall not be liable for any damage or injury caused or done by reason of the interruption of water supply, water system operation, water pressure or its variation, or drawing of a vacuum on the water system.
- 4.9 No person other than designated Town staff or Fire Department users identified by the Fire Chief (or designate) shall open or in any way interfere with any hydrant or valve in the Town. ~~without approval of the Engineer; or in the case of Fire Department use, the Fire Chief or his~~ their designate.
- 4.10 The Engineer shall have right of access to all parts of an Owner's property or premises at all reasonable hours for the purpose of inspecting any water pipes, fittings or appliances. The Town shall have the right to suspend water service to any Owner who refuses such access or does not respond to requests by the Engineer for such access.
- 4.11 Water supply may be refused or discontinued at any time for:
- a) non-payment of water user charges;
 - b) non-payment of a water connection charge;
 - c) non-payment of any repair or maintenance related charge;
 - d) failure, in the opinion of the Engineer, of the plumbing, pipes, fittings, vents, fixtures, or other related devices on the premises necessary to

comply with the requirements of this By-law or if any part of the water system of such premises is in any way unsuitable, dirty, unsanitary, or in an inaccessible place;

- e) violation of any provision of this By-law; ~~or~~
- f) the convenience of, and at the request of, the Owner and occupier of the premises; ~~or~~
- g) use above quarterly limit of 800 cubic meters per quarter.

4.12 Where a water supply has been discontinued under Section 4.11, the Owner shall pay a disconnection fee, together with any amount in arrears and furthermore, a reconnection fee shall be paid before such supply will be restored. Said fees are outlined in Schedule "E".

4.13 No connection shall be made to the water system for the purpose of taking water therefrom except under the direct supervision of the Engineer.

4.14 Where maintenance of a sprinkler system or other fire fighting system requires the removal of unmetered water from the water system, the Owner shall obtain prior permission from the Engineer and shall notify the Fire Department dispatch personnel.

4.15 Any owner of a commercial, institutional, or non-single family residential building on land abutting a street, right-of-way, or public place in which there is a water main shall connect to the main in a manner approved by the Town and use such main as its sole source of water.

~~4.15 4.15 Any owner of a commercial, institutional or non-single family residential building on land abutting a street, right of way or public place in which there is a water main shall connect to the main in a manner approved by the Town and use such main as its sole source of water.~~

~~The Owner of any non residential building situated upon land abutting a street, right of way or public place wherein there is a water main shall install in such building, connections with such water main and such apparatus and appliances as may be required in the opinion of the Engineer, to ensure the proper sanitary conditions of~~

~~the premises and surrounding or adjacent properties.~~

- 4.16 No person shall make a connection to any water main of the Town unless a permit has been issued pursuant to this By-law, in the form as set out in Schedule "A". All installations shall be in accordance with the requirements of the "Specifications For Developers" and subject to inspection of by the Engineer.
- 4.17 Water shall not be supplied from the water system to any Owner's water system unless the Owner's water system and related plumbing is protected from frost and is approved by the Engineer, and all costs and expenses incident to the installation and connection to the water system shall be borne by the Owner.
- 4.18 Every service connection to a premises shall have a stop drain shut-off valve, of a type approved by the Engineer, in an accessible position immediately inside the wall of the premises at the service entrance.
- 4.19 When an Owner's water system is found to have been installed in an unworkmanlike-unsatisfactory manner or in a manner insufficiently strong to resist the pressure to which it may be subjected or where water service pipes are not sufficiently protected from frost or where a person supplied with water has violated any provision of this By-law, the Engineer may direct that the water supply be discontinued until such Owner's water system is properly installed and approved and the person supplied has complied with the provisions of this By-law.
- 4.20 Where an Owner's water system requires a pressure reducing valve to control excess pressures, such valve, installation, and related costs shall be the responsibility of the Owner, with said installation subject to approval of the Engineer.
- 4.21 No Owner or other person shall connect, cause to be connected, or allow to remain connected, any piping, fixture, fitting, container, or appliance, in a manner that, under any circumstances, could allow water, waste water, or any other substance to enter the Town's water system. The determination of whether or not such condition exists shall be made solely by the Engineer.
- 4.22 No person shall connect any of the following to a service connection, or a line connected to a service connection, without obtaining a permit from the Engineer:
- a) a booster pump;
 - b) a quick opening or quick closing valve;
 - c) a flush valve;
 - d) a heat pump;
 - e) a standpipe;
 - f) a large outlet which may occasion sudden large demands of short or long duration thereby requiring oversize pipe lines; or

- g) any device which may affect the stability or regulation of water pressure in the water system.

4.23 An application for a permit to install a device such as described in Section 4.22 shall be made in the form as set out in Schedule "B" and shall be accompanied by plans and specifications and such other information as required by the Engineer to properly describe the work.

~~4.24~~

4.24 If a condition is found to exist which in the opinion of the Council or the Engineer, is contrary to Sections 4.21, 4.22, or 4.23 hereof, Council may either:

- a) shut off the service or services; or
- b) give notice to the Owner to correct the fault within a specified period.

4.25 No person shall allow an alternate source of water supply to be connected to the ~~Town Water~~ System.

4.26 In all new construction, where water hose connections are installed for purposes other than fire protection, such hose connections shall be fitted with atmospheric vacuum breakers.

4.27 Water services shall be discontinued by resolution of Council to any premises declared unfit for human occupation.

5. METERED WATER

5.1 All water meters installed by the Town or for the Town are and shall remain the property of the Town.

5.2 The rental of the water meter shall be a one-time charge, payable in one payment or quarterly for a period of three years, in accordance with the rates as outlined in Schedule "E".

5.3 All new construction within the Town, where services are available, shall be required to have a water meter installed prior to activation or delivery of any water to the premises. Said installation shall be in accordance with the Standards and Requirements as set out in Schedule "C".

5.4 Where the premises are connected to a private distribution system, the Owner shall provide for a metering vault.

5.5 Every Owner shall provide a place for a water meter which ~~place,~~ in the opinion of the Engineer, is suitably located within the building at or near the point of entry of the water service pipe and on the Owner side of the shut-off valve, so the meter can be easily read and will not be exposed to freezing temperatures.

- 5.6 Every Owner shall provide a place for a remote meter reading device (outside register) that shall be located on the exterior of the building. This remote meter reading device shall be connected to the meter by means of a wire conductor.
- 5.7 Where the premises of an Owner are of such a nature that a meter cannot be properly installed in a building, or if the building is not sufficiently frost proof as to guarantee the safety of the meter, the Engineer may order the Owner to construct an approved frost proof chamber in which the meter can be installed.
- 5.8 Where the required meter is larger than ~~20mm~~ 20 millimetres nominal pipe diameter, or services more than one above ground floor, it shall be valved on both sides. Where the required meter is larger than ~~20mm~~ 20 millimetres nominal pipe diameter, or where the required meter is a turbine type, or compound type, the Owner shall provide a valved bypass arrangement, designed and installed to the satisfaction of the Engineer, to enable testing and servicing of the meter.
- 5.9 The Engineer shall have right of access to all parts of an Owner's property or premises at all reasonable hours for the purpose of installing, removing, repairing, reading, testing, or inspecting meters or outside registers. The Town shall have the right to suspend water service to any Owner who refuses such access or does not respond to requests by the Engineer for such access.
- 5.10 No person shall remove or in any way interfere with any water meter affixed to a water service of the Town without approval of the Engineer.

- 5.11 The Owner shall be responsible for the meter on ~~his~~-their service pipe and shall protect such water meter. The Owner shall be liable for any damage to the meter or outside register resulting from carelessness, hot water, steam, or the action of frost or any other cause not the fault of the Town or its agents and employees. The cost to the Town occasioned by the damage to the water meter or outside register shall be paid by the Owner. If, after the rendering of an invoice by the Town to the Owner for the cost, the invoice is not paid within thirty (30) days from the date rendered, the supply of water to the premises may be suspended until all charges are paid.
- 5.12 Meters shall be read every quarter and the water user charge shall be invoiced in accordance with Section 7 of this By-law.
- 5.13 Where an Owner requests a Town-owned water meter be tested for accuracy, a fee, as outlined in Schedule "E", shall be paid prior to the test being conducted. Such fee may be refundable only if the tested meter is found to register volumes higher by more than four percent (~~4%~~) of the standard test. The ~~Owner may choose to be present during testing and the~~ meter shall be tested by an independent, certified testing service in accordance with the "Statement of Standard Procedure, Settlement of Disputes", as set out in Schedule "D".
- 5.14 Where an Owner, or an Owner's agent, requests that the water meter be read at any time other than the time that it is normally read, the Owner shall be liable to pay a fee, as outlined in Schedule "E".

6. MAINTENANCE AND BLOCKAGE

- 6.1 The main line of the water system shall be maintained and operated by the Town.
- 6.2 The service connection from and including the curb stop at the property line to the main line of the water system shall be maintained and operated by the Town.
- 6.3 The service connection from but NOT including the curb stop at the property line to the building, and all fixtures, piping, and appurtenances within the building shall be maintained and operated by the Owner.

7. RATES

- 7.1 Every Owner of land on which any building is situated that:
- (a) fronts on any street, right-of-way or highway in which a water line is situated;
 - (b) fronts on any right-of-way, which connects to a street or highway in which a water line is situated; or
 - (c) Council has ordered connected to a water- system;
- shall pay to the Town a "Water User Charge" for the construction, operation, and maintenance of the water system of the Town, as outlined in Schedule "E".

- 7.2 The “Water User Charge” shall be comprised of:
- (a) a fixed charge that shall be billed to each Owner of property connected to, or who has access to the system;
 - (b) a consumption charge based on the volume of water recorded by the meter on the service or as estimated in a manner approved by Council; and
 - (c) an annual stand-by charge for such buildings that are connected to the Town water system and are equipped with water sprinkler systems.
- 7.3 The fixed charge portion of the “Water User Charge” shall be set in accordance with the meter size and shall be reviewed periodically and approved by resolution of Council. Consumption rates per cubic meter and the annual stand-by charge shall be as outlined in Schedule “E”.
- 7.4 The “Water User Charge” shall be invoiced quarterly, including the fixed charge and consumption charge.
- 7.5 Owners who choose not to connect to the water system, when access to the system is available, shall be invoiced the fixed charge portion of the “Water User Charge”.
- 7.6 The water user charge payable by the Owner shall be paid to the Town on or before the end of the calendar month next following the date the invoice is mailed to such Owner and shall be payable whether or not the invoice is received by the Owner. If the account is not paid in full, the amount owing to the Town shall bear interest at a rate as outlined in Schedule “E” and such rate of interest shall be set forth on the invoice. A fee shall be charged to the account for “NSF” cheques, as outlined in Schedule “E”.
- 7.6.1(a) Where recommended by the Committee, the Town Manager may authorize a payment schedule for any account with an outstanding balance that includes at least five hundred dollars (~~\$500.~~) that is in arrears for longer than one year.
- (i) Such payment schedule may be for a period of no longer than ~~twenty-four (24)~~ months and shall provide for payment of the outstanding balance including interest accrued to the date of the payment schedule as well as estimates of the new charges that would accrue during the payment period. The payment schedule may provide that, should the Owner make all payments due in accordance with the payment schedule, interest that would otherwise accrue on the outstanding balance during the payment period will be waived.
 - (ii) In exceptional circumstances and with the approval of Council, a payment schedule may exceed ~~twenty-four (24)~~ months.
- (b) Where the Owner fails to make any payment by the date specified in the payment schedule, the full amount will become due and payable forthwith, including interest compounded in the normal fashion as if no payment schedule had ever been approved.

- (c) An Owner remains obligated to pay to the Town actual new charges incurred during the payment period and not merely estimates that may have been included in a payment schedule.
- (d) The authorization of a payment schedule in accordance with Section 7.6.1 subsection (a) is merely an accommodation to an Owner by the Town and does not reduce or affect, except to the degree specifically stated in Section 7.6.1, the rights of the Town including, without limitation, its rights to accrue and collect the charges and interest thereon due from an Owner to the Town under this By-law or to disconnect service to a property.
- 7.7 If the account or any part thereof remains unpaid at the end of the period hereinbefore mentioned, the Town may sue in its own name to recover the balance owing, including interest, as if the said amount were a debt due from the Owner to the Town.
- 7.8 After ten ~~days-noticedays'~~ notice in writing has been given to an Owner who is in arrears, which notice may be given by registered mail addressed to the Owner, postage prepaid, and without prejudice to any other rights which the Town may have, the Town may disconnect service to the property until such time as the account and the entire cost of disconnecting and reconnecting the service have been paid in full or arrangements for payment satisfactory to Council and approved in writing by the Town Manager have been made by the Owner.
- 7.9 For the purposes of this By-law, a water line has been installed when the Engineer has certified to Council that the system or project of which the water line forms part is substantially complete.
- 7.10 Water user (fixed) charges shall be levied on the Owners of all properties liable to pay the same commencing at the beginning of the calendar year following the year in which a water line has been installed. The owner of any property on which a building has been connected to the water system shall be liable to pay the (pro-rated) water user fixed charge commencing at the time the connection is made.
- ~~Water user charges shall be levied on the Owners of all properties liable to pay the same commencing at the beginning of the calendar year following the year in which a water line has been installed or the year in which a building on the property has been connected to the water system, whichever is earlier.~~

SYSTEM ACCESS FEES

- 7.11 Every person connecting to the water system shall pay a meter connection permit fee and water system access fee as outlined in Schedule "E". The fees shall include all inspection fees and charges associated with processing of the application, control and enforcement of "Specifications for Developers" and shall be paid in full prior to the issuance of a ~~building permit~~ water connection permit.

| 7.11.1 The Engineer, following standard practices and engineering principles, shall have discretion as to the size of the meter required.

7.12 The meter connection permit fee and water system access fee bear interest and may be collected in the same manner as the water user charge hereinbefore mentioned.

7.13 Nothing in this By-law makes the Town responsible for any part of a water connection that is not in a public street, right-of-way, highway, or water easement.

8. PENALTIES

8.1 Any person found violating any provision of this By-law or who suffers or permits any act or thing to be done in contravention or violation of any provision thereof, or neglects or fails to do any act or thing herein required, is liable to a fine as may be imposed for commission of an offence punishable under Part II of the *Provincial Offences Procedure Act*, R.S.N.B. (1973), Chapter P-22.1, and amendments thereto, as a Category C offence.

8.2 The provisions of Sections 7 and 8 are cumulative and optional and one or more of the remedies provided to the Town may be undertaken simultaneously at the option of the Town.

9. SEVERABILITY

If any part of this By-law shall be held invalid, such part shall be deemed severable and the invalidity thereof shall not affect the remaining parts of this By-law.

10. BY-LAWS REPEALED

By-laws ~~7-04-2-00, 8-01, and 10-02~~ relating to the Rothesay water system ~~are~~ hereby repealed.

11. EFFECTIVE DATE

This By-law comes into effect on the ~~1st-30th~~ day of ~~January-March~~ 200~~1~~5.

FIRST READING BY TITLE : ~~8-November-2004~~

SECOND READING BY TITLE : ~~10-January-2005~~

READ BY SECTION NUMBER : ~~14-February-2005~~
(Advertised as to content on the Rothesay website in accordance with *Municipalities Act* R.S.N.B. (1973) Chapter M-22)

THIRD READING BY TITLE
AND ENACTED : ~~14-February-2005~~

MAYOR

CLERK



ROTHESAY

70 Hampton Road, Rothesay, NB, E2E 5L5 (506) 848-6600 Fax (506) 848-6677

E-mail: rothesay@rothesay.ca

Web site: www.rothesay.ca

CONNECTION APPLICATION ROTHESAY MAIN and WEST WATER SYSTEMS Schedule "A"

The undersigned hereby applies/apply to connect the following property (the "property") to the Rothesay Water System.

PROPERTY OWNER(S): _____

PHONE: (HOME) _____ (BUSINESS) _____

PROPERTY LOCATION: Civic: _____ PID# _____

TYPE OF BUILDING: _____

PURPOSE: _____

PROPOSED DATE OF HOOK-UP: _____

1. I/We represent that I am/we are the legal owners of the property.
2. I/We hereby agree to the Town Engineer or his authorized agent the right to enter the property for the purpose of inspection of the Water Service.
3. I/We hereby agree to abide by and be subject to all terms and conditions set forth in By-Law 2-15, Water By-Law, Rothesay and, in particular, I/we agree to pay the Town the water user rates and charges that may be set from time to time pursuant to the Water By-Law.
4. This agreement shall be binding on me/us and my/our successors and assigns.

I/We are aware of the requirements of Rothesay Building By-Law, Number 4-99, and my/our responsibilities thereunder, and I/we agree to use the above structure for the purpose stated only. I/We are aware construction methods used must safeguard public and private property and must be carried out in strict compliance with the Occupational Health and Safety Act, S.N.B. (1983), chapter O-0.2 as amended. I/We agree to permit and facilitate observation of the work covered under this Permit by the Building Inspector and public authorities at all times.

All records in the custody and control of the town of Rothesay are subject to the provisions of the *Right to Information and Protection of Privacy Act*, SNB 2009, c R-10.6. The collection of personal information on this form is for the purpose of issuing, renewing and/or administering a Rothesay Main and West Water Systems Application.

Collection is authorized in accordance with Town By-Laws and/or Legislation and may be subject to disclosure under the provisions of the *Right to Information and Protection of Privacy Act*, *supra*. Any questions regarding the collection of this information can be directed to the Rothesay Town Clerk, 70 Hampton Road, Rothesay, NB E2E 5L5 (506-848-6664).

Signature of Property Owner _____

Signature of Property Owner _____

Date: _____

APPROVED FOR CONSTRUCTION

Permit # _____

Per _____

Date _____

Permit Fee \$ _____

Connection Fee \$ _____



ROTHESAY

DEVICE INSTALLATION APPLICATION

ROTHESAY MAIN and WEST WATER SYSTEMS

Schedule "B"



PROPERTY OWNER(S): _____

PHONE: (Home) _____ (Business) _____

PROPERTY LOCATION: Civic: _____ PID# _____

TYPE OF DEVICE (Please check appropriate box)

<input type="checkbox"/>	Booster pump
<input type="checkbox"/>	Quick opening/quick closing valve
<input type="checkbox"/>	flush valve
<input type="checkbox"/>	heat pump
<input type="checkbox"/>	standpipe
<input type="checkbox"/>	large outlet (as described in By-Law 2-15, Water By-Law)
<input type="checkbox"/>	Other (please specify)

REASON: _____

Water pressure at outside tap (if required): _____

INSPECTED BY: _____ DATE: _____

APPROVED FOR INSTALLATION

Permit Number _____

Per _____

Date _____



ROTHESAY
STANDARDS & REQUIREMENTS for NEW CONSTRUCTION
Schedule "C"



BE IT RESOLVED THAT:

- 1) only a Sensus SR type Cold Water Meter or an Engineer-approved equal shall be installed, complete with a remote touchpad readout located on the exterior of the building, with said meter and remote readout supplied by the town of Rothesay at the time of application for a Building Permit and all associated installation costs borne by the property owner;
- 2) the following standard specifications shall apply as if written out in full herein and references to standards or codes shall mean the latest edition of such publication adopted and published at the date of application to connect to the water system:

CANADIAN PLUMBING CODE
CANADIAN STANDARDS ASSOCIATION
AMERICAN WATER WORKS ASSOCIATION
AMERICAN SOCIETY FOR TESTING MATERIALS

- 3) the following construction methods shall be followed:
 - 3.1 METERS: The property owner shall ensure the installation of the meter and associated equipment by a qualified licensed plumber and all meters shall be installed in a horizontal position with the register side facing upwards.
 - 3.2 FLUSHING: The inlet line shall be flushed prior to the installation of the water meter.
 - 3.3 PLACING INTO OPERATION: The property owner shall open the inlet shut-off valve slowly to allow the water meter to fill and trapped air to escape.
 - 3.4 LEAK TEST: All joints shall be leak tested and checked after the meter is placed into operation.
 - 3.5 REMOTE READOUT: The remote readout shall be installed on the exterior of the building on the driveway side of the building.
 - 3.6 WIRING: The property owner shall supply and install 18 gauge two conductor bell wire for use in connecting the meter with the exterior remote touchpad.
 - 3.7 VALVES: The property owner shall ensure the meter is isolated on either side of the meter.
 - 3.8 INSPECTION: The property owner shall permit and facilitate observation of the work by the town of Rothesay and its agents and public authorities at all times.



ROTHESAY
STATEMENT OF STANDARD PROCEDURE
Schedule "D"



Settlement of Disputes

BE IT RESOLVED THAT the method of settling and determining invoicing disputes with respect to the water utility system, shall be as follows:

1. Upon the request of the owner, and payment of a fee as set by resolution of Council, the Engineer will arrange the temporary replacement of the meter.
2. The meter of which accuracy is disputed shall be transported by the owner to a location designated by the Engineer, where the accuracy of the meter is to be checked and calibrated.
3. Any invoice issued based on a meter reading whose accuracy on testing is determined to be between ninety-six percent (96%) and one hundred, four percent (104%) shall be determined to be valid and full payment of the account required.
4. In the event that the accuracy of the meter is determined to be less than ninety-six percent (96%) or greater than one hundred, four percent (104%), the Engineer shall have the authority to estimate water consumption for the quarter and to make any necessary adjustments to the invoice.
5. In the event that the accuracy of the meter is determined to be less than ninety-six percent (96%) or greater than one hundred, four percent (104%), Council may refund the fee to the owner and the meter shall be replaced.



**Rothsay Water System
FEES AND CHARGES, BY-LAW 2-15
Schedule "E"**

**WATER METER RENTAL RATES** (Section 5.2)

<u>Meter size</u>	<u>Total</u>	<u>Quarterly</u> (over 3 years)
5/8 inch	\$133.32	\$11.11
3/4 inch	\$175.56	\$14.63
1 inch	\$263.64	\$21.97
1 1/2 inch	\$329.52	\$27.46
2 inch	\$488.64	\$40.72

WATER USER CHARGES (Section 7)***Fixed Charge Component:****ROTHESAY WATER SYSTEM**

<u>Meter Size</u>	<u>Factor</u>	<u>Fixed Charge/qtr</u>	<u>Annual</u>
5/8	1.00	\$ 47.70	\$ 190.80
3/4	1.44	\$ 68.69	\$ 274.76
1	2.56	\$ 122.11	\$ 488.44
1-1/2	5.76	\$ 274.75	\$ 1,099.00
2	10.24	\$ 488.45	\$ 1,953.80
4	40.96	\$ 1,953.79	\$ 7,815.16
6	92.16	\$ 4,396.03	\$ 17,584.12
8	163.84	\$ 7,815.17	\$ 31,260.68

*Owners who choose not to connect to the water system, when access to the system is available, shall be invoiced the fixed charge component of the "water user charge".

INTEREST (Section 7)

1.25% per month, compounded monthly.

NSF CHEQUES (Section 7)

\$25.00 fee per occurrence

STAND-BY SPRINKLER CHARGES (Section 7)

<u>Main Size</u>	<u>Annual Charge</u>
4	\$1,000.00
6	\$1,250.00
8 or larger	\$1,500.00

PERMIT CONNECTION AND SYSTEM ACCESS FEES (Section 7)

1. Meter connection permit (any size meter) \$ 100.00 (non-refundable)
2. Water system Access Fee:
 - (i) in areas subject to local improvement charges and for developers \$1,500.00
 - (ii) in all other areas \$2,500.00
3. Water System Access Fee - Commercial:
 - (i) Minimum Access Fee Charge (3 or less equivalent user units) \$5,000.00
 - (ii) Additional Access Fee Charge (more than 3 equivalent user units) \$1,500.00/equivalent user unit

DISCONNECTION/RECONNECTION FEES (Section 4.11.1)

Disconnection fee	\$25.00
Reconnection fee	\$25.00

DISPUTE SETTLEMENT (Section 5.13)

Accuracy Testing fee	\$25.00
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METER READING REQUEST (Section 5.14)

Meter reading fee	\$75.00
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ROTHESAY
 Rothesay Water System
FEES AND CHARGES, BY-LAW 2-15
 Schedule "E"



ROTHESAY MAIN WATER SYSTEM CONSUMPTION CHARGES (Per quarter)

CHARGES PER QUARTER	up to 96 m ³	over 96 up to 800 m ³	above 800 m ³	up to 72 m ³ /unit	above 72 up to 600 m ³ per unit	above 600 m ³ /unit	up to 3250 m ³	above 3250 m ³
Single family residence	\$ 1.06	\$ 1.59	\$ 2.39					
Residence with rental or self contained unit	\$ 1.06	\$ 1.59	\$ 2.39					
Apt bldg - up to 3 units	\$ 1.06	\$ 1.59	\$ 2.39					
Apt. bldg - 4 units or more				\$ 1.06	\$ 1.59	\$ 2.39		
Townhouses - individual meters	\$ 1.06	\$ 1.59	\$ 2.39					
Townhouses - group meters				\$ 1.06	\$ 1.59	\$ 2.39		
Commercial	\$ 1.06	\$ 1.59	\$ 2.39					
Institutional (schools)							\$ 1.09	\$ 1.59

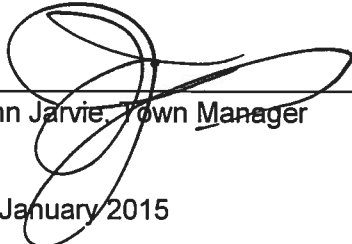
2015 February 9 Open Session FINAL_153



70 Hampton Road
Rothesay, NB
E2E 5L5 Canada

Rothesay Council
February 9th, 2015

TO: Mayor Bishop and Members of Rothesay Council

SUBMITTED BY: 
John Jarvie, Town Manager

DATE: 30 January 2015

SUBJECT: Reimbursement of Cash in Lieu of Land for Public Purposes (MacPhee)

RECOMMENDATION

It is recommended that Rothesay Council:

Authorize staff to refund the amount of \$750 to Frank MacPhee of [REDACTED]
[REDACTED] and \$750 to Richard and Jill MacPhee of [REDACTED]
for cash in lieu of land for public purposes.

ORIGIN

On January 4, 2015 Rothesay Council received a letter from Frank MacPhee of [REDACTED]
[REDACTED] and Richard and Jill MacPhee of [REDACTED] requesting a refund of \$1500 paid
to the Town in 2003 for cash in lieu of land for public purposes for a two lot subdivision that was
never registered or completed.

BACKGROUND

Town records indicate that on January 3, 2003 the Town Manager did send correspondence to
the MacPhee family providing them with instructions to follow in order to complete the
subdivision approval process. Those instructions included providing a cheque in the amount of
one thousand, five hundred dollars (\$1,500.00) as payment due as cash in lieu of land for public
purposes.

Staff located financial documentation dated April 10, 2003 (see Attachment A) that prove the
Town did receive and subsequently deposit \$1500 into the Land for Public Purposes account.
The documentation indicates that the money received was indeed \$750 from Richard MacPhee
and \$750 from Frank MacPhee for LPP.

Subsequent to the 2003 approvals the MacPhee family chose not to proceed with the planned development. In 2008 the MacPhee family requested to have an associated \$5,000 Letter of Credit held by the Town for their planned development released back to them, Council passed the following motion at its meeting of June 10, 2008:

MOVED and seconded Council release the Letter of Credit, 9312542-01, in the amount of \$5,000 held by the Town for the potential development of a subdivision at 2709 and 2699 Rothesay Road, identified as PID#s 00239061 and 00239079.
CARRIED.

Staff confirm that the proposed subdivision was never completed and that the refund of \$5,000 requested by the MacPhees in 2008 was indeed returned to them. Staff are unaware of the reasons why the \$1500 was not previously requested for refund. Nevertheless there are no legislative controls in the Community Planning Act or the Rothesay Subdivision By-law that prohibit such refunds and Staff support the recommendation to issue a refund.

FINANCIAL IMPLICATIONS

As required by the Community Planning Act (Section 43(2)) any money received as cash in lieu of land for public purposes is to be paid into a special account, and the money in that account is to be expended for acquiring or developing land for public purposes. It is likely that the original \$1500 (circa 2003) has been expended, however the special LPP account remains active and currently maintains a positive balance. Accordingly, the refund of \$1500 could be withdrawn from the Rothesay's account for land for public purposes without impact on the Town's 2015 recreation capital program.

2015 LPP Account Current Balance	\$87,771
<u>Less Recommended Refund (MacPhee Subdivision)</u>	<u>(\$1,500)</u>
Remaining LPP Account Balance	\$86,271

All figures in this report have been rounded to the nearest dollar and are estimates based on monthly account corrections.

ATTACHMENTS

Attachment A – Deposit Slip dated April 10, 2003



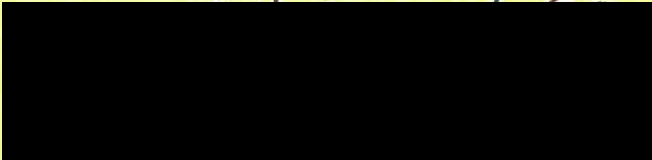
Report Prepared by: [Brian L. White, MCIP – Director of Planning and Development Services]



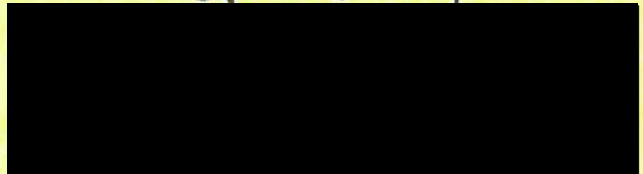
Financial Approval by: Doug MacDonald, Treasurer

A copy of this report can be obtained by contacting the Rothesay Town Clerk, 70 Hampton Road, Rothesay, NB E2E 5L5 (506-848-6664).

April 10/03



April 10/03



R. MacPhee 750 -
F. MacPhee 750 -



1500 -

1500 -

1500 -

1500 -

W. Beye 9



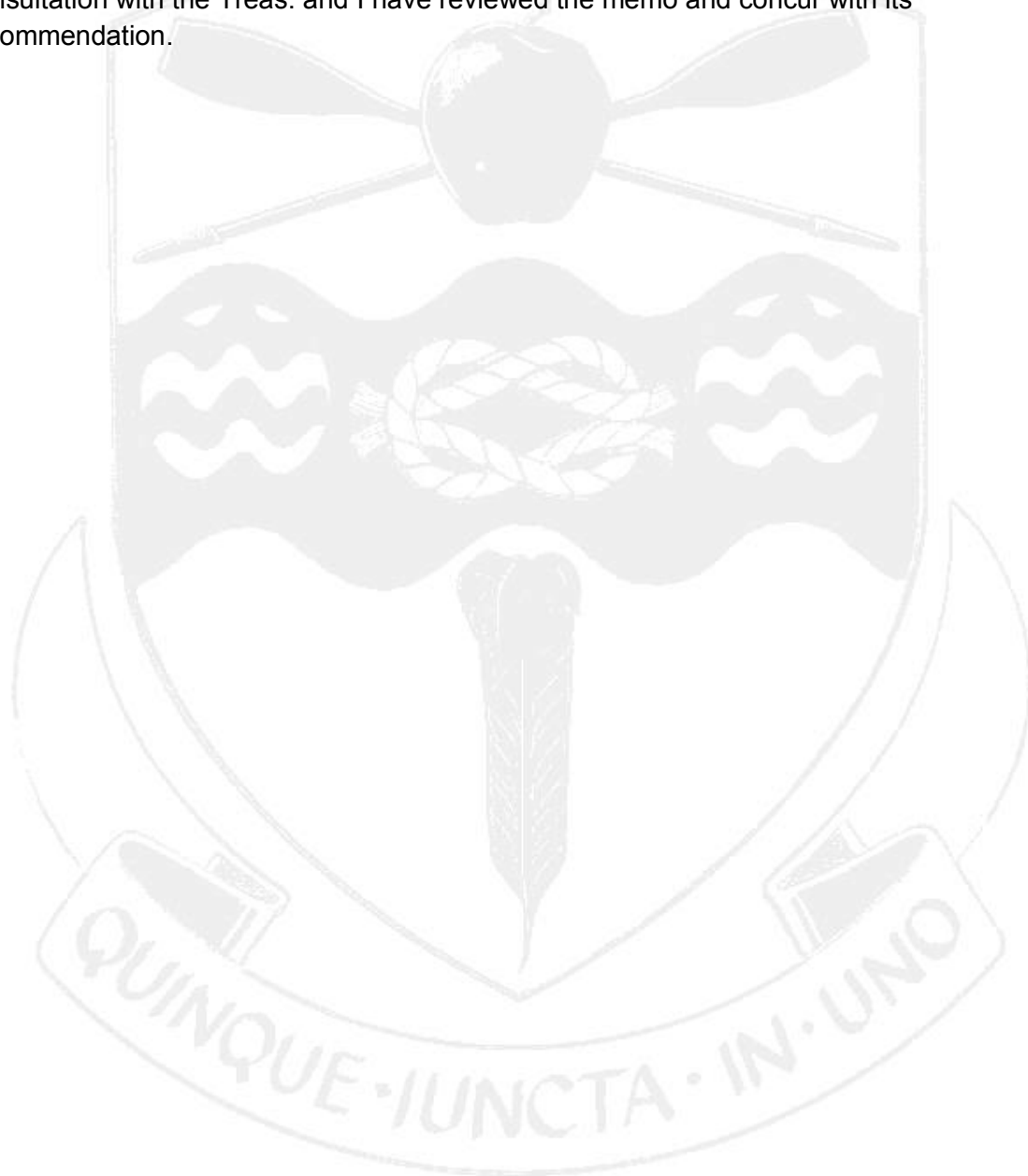
ROTHESAY

INTEROFFICE MEMORANDUM



TO	:	Mayor Bishop & Council
FROM	:	John Jarvie
DATE	:	5 February 2015
RE	:	Rothsay Common Project – Award of Tender

Attached is a recommendation from the director of Parks and Recreation regarding the award intended for the improvements to the Rothesay common this memo was prepared in consultation with the Treas. and I have reviewed the memo and concur with its recommendation.





2015 February 9 Open Session FINAL_158

ROTHESAY

INTEROFFICE MEMORANDUM



TO : John Jarvie
FROM : Charles Jensen
DATE : February 2/2015
RE : Rothesay Common

Recommendation

It is recommended that Council award a tender for improvements to the Rothesay Common to Bird Construction in the amount of \$2,203,500.⁰⁰ including HST.

Background

Improvements to the Rothesay Common were included in the Recreation Master Plan adopted in 2009. Planning for the project has taken some period of time and involved obtaining the approval of the Heritage Preservation Board for the project (a certificate of appropriateness was issued in November 2013) and the approval in the New Brunswick Legislature of a Private Member's Bill to modify the restrictive covenants on the property.

As part of the preparation of the development plan for the Common, a variety of activities were undertaken including two open houses and an opportunity for the public to comment. Some concerns were expressed and the project modified in response to these where considered feasible. Of the comments received the consultants estimated that approximately 80% were favourable.

The project has been reviewed on several occasions by the Parks & Recreation Committee and a steering committee including Councillors McGuire and Wells along with several members of the parks and recreation committee has provided oversight as the project has evolved.

Now that these procedural requirements have been completed, it is possible to move forward with the project should Council choose to do so.

The 2015 General Capital Fund includes funding for improvements to the Rothesay Common. The project includes a new service building, outdoor ice surface, playground, drainage work and landscaping. The Glenn Group was engaged to design this work and a tender call was issued through the New Brunswick Opportunities Network on November 12/2014.

TENDER RESULTS

Tenders closed on Tuesday, January 20, 2015 with the following results:
(all results below include HST)

1. King Construction	\$ 3 314.290
2. Simpson Building Contractors	\$ 2 885 849
3. John Flood & Sons	\$ 2 799 861
4. Avondale Construction	\$ 2 603 520
5. Maxim Construction	\$ 2 482 610
6. Heron Enterprises	\$ 2 448 230
7. Bird Construction	\$ 2 203 500

The engineer's estimate for the work was \$ 2 433 570.35 including HST.

ROTHESAY

TO: John Jarvie

FROM: Charles Jensen 2015February9OpenSessionFINAL_159

RE: Rothesay Common Improvements -2-

(3/02/15)

Analysis

The tenders were reviewed by staff and all tenders were found to be formal in all respects. Staff is of the opinion that the low tenderer has the necessary resources and expertise to perform the work and recommend acceptance of the Bird tender.

Financial Implications

The contract includes work that will be charged against the 2015 General Fund Capital Budget. Assuming award of the contract to the low tenderer, the budget analysis relating to the project is as follows:

Work completed as at December 31, 2014	\$ 144,000.00
Construction tender (above)	2,203,500.00
Estimated additional costs:	
Consulting engineers	85,000.00
Contingency	200,000.00
Subtotal	2,632,500.00
Less: HST rebate	(213,000.00)
Total project cost	<u>\$ 2,419,500.00</u>
2015 Capital Budget	<u>\$2,400,000.00</u>

The project will be financed by the issuance of new debt. The Municipal Capital Borrowing Board (MCBB) approved the loan application in the amount of \$2,400,000 in March, 2013.

The loan amortization periods are set by the MCBB using their internal guidelines depending upon the nature of the project. For example, loans associated with landscaping may only be amortized over a five year period whereas loans to construct buildings may be amortized over a fifteen year period. Based on the original application the MCBB determined the loan proceeds relating to the Common project should be amortized as follows:

\$ 167,000	over a five year period
\$1,496,000	over a ten year period
\$ 737,000	over a fifteen year period

Estimated annual financing costs (beginning in 2016) associated with the Common loan, assuming an annual interest rate of 3.75%¹, for years one through five are \$285,000, years six through ten are \$250,000, and years eleven through fifteen are \$65,000.

Annual operating expenses for the facility are liberally estimated at approximately \$60,000. The most significant component of these additional expenditures relate to ice plant operation (power) and payroll costs associated with staff to monitor and maintain the facility.

An analysis has been completed on power costs for the facility with information obtained from the electrical consultant for the project as well as communities with similar facilities in Fredericton, Quispamsis, and Portsmouth, NH. The comparable facilities are of differing sizes therefore exact comparisons are difficult however, estimates of power costs range from a low of \$2,000 per month to a high of \$8,500 per month in NH.

¹ The interest rate will be determined at the time when the Municipal Finance Corporation issues the debenture; typically sometime after completion of the project.

ROTHESAY

TO: John Jarvie

FROM: Charles Jensen 2015February9OpenSessionFINAL_160

RE: Rothesay Common Improvements -3-

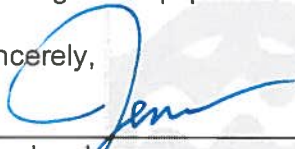
(3/02/15)


The electrical consultant for the project has estimated monthly power consumption costs of slightly less than \$5,000 per month for the Common facility. When preparing the operating budget for 2016 we include an annual amount of \$30,000 in our estimated costs or approximately 50% of the annual operating costs of the facility and more than 50% greater than the estimates from the electrical consultant who designed the system. Once staff have gained some experience in the operation of the facility, it will be possible to estimate costs more precisely. Estimates are based on a 97 day operating season which will be adjusted if particularly mild weather is experienced at the beginning or end of the operating period.

Anticipated annual payroll costs for the project are estimated to be \$20,000, including staff time to maintain the ice surface and monitor usage of the facility. Half of this staff time would be for a realignment of responsibilities for staff currently in the employ of the Town (estimated value of \$10,000 per season) while the other half would be additional incremental cost of approximately \$10,000 per year.

The remaining \$10,000 of estimating operating costs relate to incidental supplies, building and equipment maintenance, water usage, etc.

Sincerely,


Charles Jensen
Director of Parks and Recreation


Doug Macdonald
Treasurer


John Jarvie, Town Manager

Date: 4/02/15

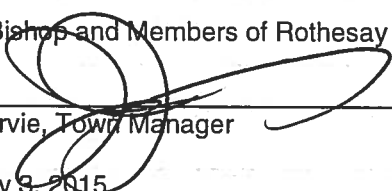
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70 Hampton Road
Rothesay, NB
E2E 5L5 Canada

Rothesay Council
February 9, 2015

TO: Mayor Bishop and Members of Rothesay Council

SUBMITTED BY: 
John Jarvie, Town Manager

DATE: February 9, 2015

SUBJECT: Central 1 Credit Union Agreement

RECOMMENDATION

The Treasurer recommends that Rothesay Council approve the following motion:

The Mayor and Clerk are authorized to sign the Electronic Payment Consolidation and Settlement Agreement and related enrolment forms authorizing Central 1 Credit Union to act as a payment consolidation and settlement centre in respect of Payee accounts paid at Participating Financial Institutions.

ORIGIN

Correspondence was received from Bayview Credit Union regarding a change to their internal payment processing system.

DISCUSSION

The Town receives payment for utility charges via a number of sources, including electronic payments through the resident's banking institution. There are currently 129 residents who are Bayview Credit Union customers and remit payments from their bank accounts via the "TelPay" system. As of March 1, 2015, Bayview Credit Union will no longer process payments through this system as they have consolidated credit union payment services through a Central processing centre.

The Town is required to enter into a settlement agreement with Central 1 Credit Union (the processing centre) to ensure these residents have the ability to process payments directly from their Bayview accounts.

FINANCIAL IMPLICATIONS

The Commitment Letter established the terms and conditions to process payments and has no direct financial implications.

ATTACHMENTS

Electronic Payment Consolidation and Settlement Agreement.

ROTHESAY TOWN CLERK
3155 10th Street



Report Prepared by:

Doug MacDonald

A copy of this report can be obtained by contacting the Rothesay Town Clerk, 70 Hampton Road, Rothesay, NB E2E 5L5 (506-848-6664).

ELECTRONIC PAYMENT CONSOLIDATION AND SETTLEMENT AGREEMENT

THIS AGREEMENT is made as of the _____ day of _____, 20__

BETWEEN:

(the "Payee")

AND:

CENTRAL 1 CREDIT UNION
1441 Creekside Drive
Vancouver, British Columbia
V6J 4S7

("Central")

WHEREAS Payee has agreed to authorize Central to act as a payment consolidation and settlement centre in respect of Payee accounts paid at Participating Financial Institutions;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the premises and of the covenants and agreements herein contained the parties agree as follows:

ARTICLE 1 – INTERPRETATION

1.1 In this Agreement the following words and phrases shall have the following meanings:

- (a) "Business Day" means a day on which Central is open for business;
- (b) "Consolidated Report" means a daily report generated by Central showing on a consolidated basis Payee Accounts paid at Participating Financial Institutions;
- (c) "Corporate Reorganization" means a corporate amalgamation or readjustment occurring in, including but not limited to, a merger; the acquisition by, or of, another entity; division into two or more entities; or a substantial change in capital structure;
- (d) "Customer" means a person who is a member or customer of a Participating Financial Institution;
- (e) "Effective Date" means the date on which this Agreement is signed by Central;

- (f) “Electronic Payment” means a payment or partial payment of a Payee Account that is effected through:
 - (i) debiting the account of a Participating Customer at a Participating Financial Institution, pursuant to the authorization of the Participating Customer, such authorization being given via a touch tone telephone, a computer or other electronic device, or such other means as may be agreed between the Participating Financial Institution and Central from time to time; and
 - (ii) forwarding electronically the information required to process the payment;
 - (g) “Participating Customer” means a Customer who has agreed with a Participating Financial Institution to participate in Electronic Payment;
 - (h) “Participating Financial Institution” means a financial institution that has agreed with Central to participate in the payment arrangements for Payee Accounts contemplated by this Agreement;
 - (i) “Payee Account” means any account owing to the Payee by a Customer;
 - (j) “Payment Date” means the date the Customer made the payment at a Participating Financial Institution;
 - (k) “Personal Information” has the same meaning as set out in applicable personal information protection legislation;
 - (l) “Personal Payment” means a payment or partial payment of a Payee Account that is made in person by a Customer at a Participating Financial Institution either in cash or by way of debit to the account of the Customer at the Participating Financial Institution;
 - (m) “Services” means the services provided by Central as a payment consolidation and settlement centre in respect of Payee Accounts paid at Participating Financial Institutions.
- 1.2** Words importing the singular include the plural and words importing the masculine include the feminine and the neuter and vice versa where the context or the parties so require.
- 1.3** The headings in this Agreement are inserted for convenience of reference only.
- 1.4** This Agreement may be executed in counterparts who together shall constitute the Agreement.

ARTICLE 2 – SERVICES

- 2.1** The Payee hereby authorizes Central to act as a payment consolidation and settlement centre in respect of Payee Accounts paid at Participating Financial Institutions.
- 2.2** The Payee agrees that Payee Accounts may be paid through Participating Financial Institutions either by Personal Payment or by Electronic Payment.

ARTICLE 3 – OBLIGATIONS OF CENTRAL

- 3.1** Central agrees to act as a payment consolidation and settlement centre for all Participating Financial Institutions with respect to payment of Payee Accounts.
- 3.2** Central will provide to the Participating Financial Institutions from time to time such reasonable instructions as may be required to facilitate the provision of the Services.
- 3.3** Central will provide to the Payee, on the Business Day following the Payment Date, a Consolidated Report in one of the following formats or a combination of such formats:
 - (a) electronic data interchange file (EDI 820 format); or
 - (b) electronic report format by secure download; or
 - (c) hard copy report by facsimile;as agreed between Central and the Payee from time to time.
- 3.4** Central will maintain such backup data as may be necessary to verify the contents of Consolidated Reports.
- 3.5** Payee Account payments processed by Central through the provision of the Services shall be paid to the Payee:
 - (a) by Central crediting the current account of the Payee with Central; or
 - (b) by Central delivering a settlement voucher to the Payee; or
 - (c) direct deposit by Central to the Canadian financial institution designated by the Payee;as directed by the Payee from time to time.
- 3.6** Settlement will be effected the Business Day following receipt of payment by Central.
- 3.7** Central will correct any settlement error on the Business Day following receipt of evidence from the Payee that such error has occurred.

ARTICLE 4 – OBLIGATIONS OF PAYEE

- 4.1 The Payee agrees to apply the payment to the Customer's Payee Account on the date the Customer made the payment at the Participating Financial Institution as recorded in the details of the Consolidated Report. For greater certainty, value date equals Payment Date. If it is not possible to achieve value date equals Payment Date, the Payee agrees to use reasonable practices to achieve similar results.
- 4.2 The Payee agrees to carefully review the Consolidated Reports and notify Central within five (5) Business Days, of any errors or discrepancies in reconciling the payments to the settlement deposited to the Payee, as contemplated by section 3.5.
- 4.3 Upon written request by Central, the Payee agrees to return payments processed in error, such as duplicate payments, payments intended for another payee, or adjustments to over-payments made in error by a Participating Customer or Participating Financial Institution.

ARTICLE 5 – LIABILITY AND INDEMNITY

- 5.1 Central shall exercise reasonable care, diligence, and prudence in performing the Services, but Central shall not be liable for any failure to exercise reasonable care, diligence, and prudence except in the case of the gross negligence, willful neglect, or fraudulent act or omission of Central or any of its employees. In no event shall Central be liable for any lost profits, or for special, consequential, incidental, or indirect damages of any kind, howsoever caused, whether for breach of warranty, breach or repudiation of contract, tort, negligence, or otherwise, even if Central has been advised of the possibility of such loss and even if Central has been negligent or willfully neglectful.

ARTICLE 6 – CONFIDENTIALITY AND PRIVACY

- 6.1 Central shall not disclose information about the Payee and its customers which it acquires as a result of providing the Services except that:
 - (a) Central may disclose information about a Customer and that Customer's Payee Account to the Participating Financial Institution of which the Customer is a customer;
 - (b) Central may disclose information about a Customer and that Customer's Payee Account to Central's own employees, contractors, directors and officers, who reasonably require access to such information for the purpose of providing the Services;
 - (c) Central may disclose information that is generally available to the public; and
 - (d) Central may disclose information as required by applicable law or by court order.
- 6.2 The Payee acknowledges that in order for Central to provide the Services to the Payee, Central shall require access to Personal Information of Customers of the Payee. Each of

the parties agrees to comply with applicable laws and the terms of this Agreement relating to the collection, use, and disclosure of Personal Information.

ARTICLE 7 – TERM AND TERMINATION

- 7.1 This Agreement commences on the Effective Date and remains in effect unless and until terminated as hereinafter provided.
- 7.2 This Agreement may be terminated by either party:
- (a) at any time without cause, upon not less than 60 days' prior notice to the other party; or
 - (b) at any time, if the other party has failed to comply with any of its obligations hereunder and such failure has not been remedied within the period of 30 days following receipt by the defaulting party of a notice from the non-defaulting party requiring that the default be remedied.

ARTICLE 8 – GENERAL

- 8.1 Any notice required or permitted to be given hereunder shall be in writing and may be given by personal delivery, fax, or mailing by prepaid registered mail to the addresses set forth below or to such other address as a party may advise in writing in the same manner.

In the case of the Payee:

Attention: _____
Fax No.: _____

In the case of Central:

CENTRAL 1 CREDIT UNION
1441 Creekside Drive
Vancouver, British Columbia
V6J 4S7

Attention: Associate Vice President, Payment Services
Fax No.: 604-730-4451

- 8.2 A notice that is given by delivery or by fax transmission shall be deemed given on the date of delivery or fax transmission unless that day is not a Business Day, in which case the notice will be deemed to have been given on the next following Business Day. Notice

given by prepaid registered mail shall be deemed to have been given the third day following the date of mailing.

- 8.3 Neither party may assign this Agreement or subcontract any of its obligations hereunder without the prior written consent of the other party, except that Central may assign this Agreement to another person in connection with a Corporate Reorganization.
- 8.4 This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia.
- 8.5 This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the dates set out below.

_____)
_____)
By: _____)
Authorized Signatory)
_____)
By: _____)
Authorized Signatory)

Date of Execution

CENTRAL 1 CREDIT UNION)
_____)
By: _____)
Authorized Signatory)
_____)
By: _____)
Authorized Signatory)

Date of Execution

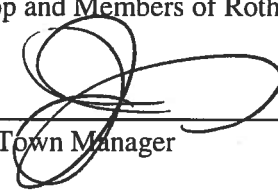


70 Hampton Road
Rothesay, NB
E2E 5L5 Canada

Rothesay Council
February 9, 2015

TO: Mayor Bishop and Members of Rothesay Council

SUBMITTED BY:



John Jarvie, Town Manager

DATE: January 30, 2015

SUBJECT: Anna Avenue Reconstruction

RECOMMENDATION

It is recommended that Rothesay Mayor and Council:

1. Proceed with the design and reconstruction of Anna Avenue as an extension of the 2014/2015 Asphalt Resurfacing project and further that the Director of Operations be authorized to issue a contract change order in that regard.

ORIGIN

Asphalt resurfacing for the 2014 and 2015 capital programs was designed and tendered in 2014 and the work was divided into equal parts for construction over two years.

BACKGROUND

In 2014 Council awarded design and construction management services for planned asphalt resurfacing in 2014 and 2015 to Brunswick Engineering. Brunswick, in consultation with the Town, set priorities for each year and tendered a project to be completed over two construction seasons. The streets included in the 2014 portion of the project have been completed and the contractor is in place to complete the 2015 work as soon as asphalt plants open in the spring.

DISCUSSION

At the time that Brunswick Engineering developed the 2014/2015 asphalt resurfacing project, Anna Avenue was proposed for reconstruction work though it had not been formally approved by Council and therefore was not included in the contract. Council has since, as part of the 2015 Capital Budget, approved an amount of \$350,000.00 to reconstruct Anna Avenue. Staff is of the opinion that it is reasonable to now include Anna Avenue reconstruction as a change order to the original contract as opposed to engaging an engineering firm to design and tender the work as a separate project in 2015. There are significant savings expected through this approach as detailed in the Financial Implications section of this report. The consultant and contractor have both agreed to proceed with the reconstruction of Anna Avenue as a change order to the current contract if approved by Council.

FINANCIAL IMPLICATIONS

The 2015 General Fund Capital Budget includes an amount of \$350,000.00 for the reconstruction of Anna Avenue. Consultant fees generally account for 12-17% of the overall project budget and as such could be expected to be approximately \$50,000.00. The reconstruction project was estimated to cost \$300,000.00 plus consulting fees. Including eligible HST rebates and considering the change order costs submitted by the consultant and contractor for the current resurfacing contract, the total cost to the Town for the reconstruction of Anna Avenue (including a \$20,000 contingency for unforeseen items) is \$297,874.95; this change amounts to 17% of the original contract value. The associated costs are presented in the table below:

	Total (Incl HST)	HST Rebate	SubTotal
Brunswick Eng.	16,950	1,435.68	15,514.32
NRB Construction	285,890	24,215.13	261,674.87
Contingency	22,600	1,914.24	20,685.76
Total	325,440	27,565.05	297,874.95

Report Prepared by:  Brett McLean, Director of Operations

Report Approved by: John Jarvie, Town Manager

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).




70 Hampton Road
Rothesay, NB
E2E 5L5 Canada

Rothesay Council
February 9, 2015

TO: Mayor Bishop and Members of Rothesay Council

SUBMITTED BY:



John Jarvie, Town Manager

DATE: January 30, 2015

SUBJECT: Pavement Condition Survey - Update

RECOMMENDATION

It is recommended that Rothesay Mayor and Council:

1. Accept the proposal submitted by Dillon Consulting Inc., in the amount of \$9,944.00 to update the 2011 Pavement Condition Survey and further that the Mayor and Town Clerk be authorized to execute the appropriate documentation in that regard;

ORIGIN

The Pavement Condition Survey was developed by Dillon Consulting in 2011 to identify the condition of all municipal streets in Rothesay.

BACKGROUND

In 2011 the Town engaged Dillon Consulting to review the condition of municipal streets in Rothesay. Dillon completed a thorough visual inspection of each street and submitted a report that included a rating structure for condition. The streets were rated on a 1 to 5 scale with 1

representing a street in excellent condition and 5 representing a street in need of complete reconstruction.

DISCUSSION


The 2011 report has provided the Town with valuable information to assist with objective long term capital planning. The report has not been updated since it was originally submitted to the Town and since that time many 5 and 4 rated streets have been reconstructed or resurfaced. However, during the time since the original visual inspection was completed, other streets have continued to degrade and may now be rated differently. Staff is of the opinion that the report requires updating in early 2015 and that moving forward, the report should be updated periodically as an operational expense.

FINANCIAL IMPLICATIONS

The 2015 General Fund Operational Budget does not include an item to update the Pavement Condition Survey. It is proposed that the amount of \$9,100 (HST Rebate included) required to complete the update be funded from the 2015 General Fund Operational Reserve as an offset is not readily identifiable at this time in the 2015 budget.

Report Prepared by:  Brett McLean, Director of Operations

Report Approved by: John Jarvie, Town Manager

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).



70 Hampton Road
Rothesay, NB
E2E 5L5 Canada

Rothesay Council
February 9, 2015

TO: Mayor Bishop and Members of Rothesay Council

SUBMITTED BY:



John Jarvie, Town Manager

DATE: January 30, 2015

SUBJECT: Engagement of Engineering Consultants – 2015 Capital Program

RECOMMENDATION

It is recommended that Rothesay Mayor and Council:

1. Accept the proposal submitted by WSP in the amount of \$67,907.34 to provide design and construction management services for the McGuire Centre Watermain Extension and the Gondola Point Road Watermain Extension projects and further that the Mayor and Town Clerk be authorized to execute the appropriate documentation in that regard; and
2. Accept the proposal submitted by Crandall Engineering in the amount of \$54,324.73 to provide design and construction management services for the French Village Road Reconstruction (Phase III) project 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 installation of new watermain on James Renforth Drive and Gondola Point Road and for the third phase of reconstruction of the French Village Road.

BACKGROUND

Bill McGuire Centre:

In 2010 a watermain was installed along Rothesay Road, under the train bridge on James Renforth Drive and across Diocesan lands to Kennebecasis Park. As part of the project, a watermain stub was installed at the intersection of James Renforth and Villa Drive for future water servicing on James Renforth. The Bill McGuire Memorial Centre on James Renforth is currently serviced by a private well and recent tests have determined that while the (untreated) water quality is acceptable, the available quantity is not reliable. Following a number of recent power outages Rothesay Council has adopted a plan to designate the McGuire Centre as an emergency shelter/reception centre for residents in need during local emergencies. The centre, as an emergency shelter, will require water to be available in reliable quantities and as such an item was included in the 2015 Utility Fund Budget to extend the nearby watermain on James Renforth Drive to service the centre with Town Water.

Gondola Point Road:

The Rothesay Water Network is serviced by the McLachlan Tank and the Hillside Tank. The McLachlan Tank feeds the system on Marr Road, along Hampton Road, through Oakville Acres and across the railway into the Rothesay Estates Subdivision. This system has two dead ends on Isaac Street and Strong Court where they meet Gondola Point Road. The Hillside Tank feeds the system on Grove Avenue, along the Hillside Trail, through Dunedin to Rothesay Road and ends at Kennebecasis Park. Gondola Point Road from Rothesay Corner is serviced by the Hillside Tank and that system has a dead end at Miller Park Drive. There is no connectivity of the two systems on Gondola Point Road between the dead ends at Miller Park, Isaac Street and Strong Court. It is necessary to waste water at each of these three locations to maintain water quality. To provide operational flexibility in the system and avoid wasting water an item was included in the 2015 Utility Fund Budget to connect these dead ends by installing a watermain on Gondola Point Road between Miller Park Drive and Strong Court.

French Village Road:

The French Village Road between Dofred Road and the Town Boundary with Quispamsis was identified by Dillon Consulting in their 2011 "Rothesay Street Condition Survey" as a candidate for reconstruction. Crandall Engineering was engaged in 2013 to design and provide construction management services for the reconstruction project. The reconstruction estimate was higher than anticipated and the project was subsequently divided into three phases. Crandall designed the entire project and prepared tenders and managed construction for Phase I in 2013, Phase II in 2014 and is prepared to provide services for Phase III in 2015.

DISCUSSION

The adoption of the Bill McGuire Memorial Centre as an emergency shelter/reception centre and the subsequent acceptance of the centre by the Red Cross as a registered emergency resource has escalated the need to provide potable water in reliable quantity. The standard RFP and consultant selection process requires 6 to 8 weeks to complete, finalize and allow for the commencement of the design work. To recoup some of that time and expedite the design, tender and construction of the McGuire Centre Watermain Extension project it is proposed that the Town directly engage WSP to provide consulting services. WSP is the firm that designed the system to which this proposed project would connect at Villa Drive. The firm's existing modelling data from the earlier project, familiarity with the site and availability to start work almost immediately upon award by Rothesay Council will save time and money for the Town.


The project on Gondola Point Road, though in a different location, is identical in nature to the McGuire Centre project. The economies of scale to tender these two projects together is significant. The consultant savings would be realized through the preparation of only one set of drawings and issuance of only one tender package and the construction savings would be realized by the scale of bidding on 1000 m of watermain installation as opposed to 300 m and 700 m separately. The consultant would be instructed, if Council were to adopt staff's recommendation to combine the two projects, to complete the design work as soon as possible and structure the tender specification such that the successful contractor began work on James Renforth Drive first. It is anticipated that work would begin as soon as the frost is out of the ground in the spring.

The French Village Road project is nearing completion. Two of three phases of the original project designed by Crandall in 2013 have been completed. It would costly for the Town to engage a different consultant to complete the final phase of the project. Council has approved the 2015 budget for completion of Phase III; however Crandall has not been engaged to complete the tender drawings and issue tenders for the project. Staff recommends that Council authorize staff to engage Crandall Engineering to provide consultant services for the third phase of this project.

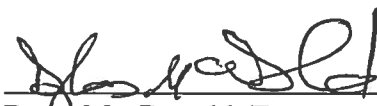
FINANCIAL IMPLICATIONS

The 2015 General Fund Capital Budget included an amount of \$110,000.00 for the design, construction and construction management of the Bill McGuire Memorial Centre Watermain Extension project, an amount of \$310,000.00 for the Gondola Point Road Watermain Extension project and an amount of \$350,000.00 for Phase III of the French Village Reconstruction project. Engineering fees for this type of work are generally accepted to be 12 – 17% of the overall budget item. Assuming award by Council, an analysis has been done for the fee schedule submitted by the consultant for each project and the anticipated costs are shown in the table below:

Consultant	Fees (inc HST)	HST rebate	Subtotal	Budget Item	% of Budget Item
WSP	67,907.34	5,751.80	62,155.54	420,000	14.8
Crandall	54,324.75	4,601.35	49,723.40	350,000	14.2

Report Prepared by:  Brett McLean, Director of Operations

Report Approved by: John Jarvie, Town Manager


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).