



ROTHESAY
COUNCIL MEETING
Rothesay Town Hall
Monday, July 10, 2017
Immediately following a public meeting



1. APPROVAL OF AGENDA

2. APPROVAL OF MINUTES

Regular Meeting

12 June 2017

➤ **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 21 June 2017 Letter from D.A.R.E. Canada (Fundy) Inc. RE: Sponsorship Request

Refer to the Finance Committee

5.2 22 June 2017 Letter from resident RE: Construction of Block Houses on Rothesay Road

Refer to staff for a response

5.3 22 June 2017 Email from resident RE: Maple Trees on River Road

Refer to staff

5.4 22 June 2017 Email from resident RE: Request for walk line on Crosswind Crescent

Refer to the Public Works and Infrastructure Committee

5.5 5 July 2017 Letter from Brett Taylor RE: Request to defer utility connection costs

Refer to staff

6. CORRESPONDENCE - FOR INFORMATION

6.1 5 June 2017 Letter from the New Brunswick Medical Education Foundation to resident
(Rec'd June 14, 2017) RE: Congratulations - 2017 Town of Rothesay Medical Education
Scholarship recipient

6.2 9 June 2017 Letter from Raymond Murphy, Union of Municipalities New Brunswick
(UMNB) RE: UMNB Conference September 29, 30 & October 1, 2017 with
attachments

6.3 29 June 2017 Enterprise Saint John background information with attachments

6.4 4 July 2017 Letter to Hon. Bill Fraser, Department of Transportation and Infrastructure
RE: Designated Highway Funding Program

7. REPORTS

7.0 July 2017 **Report from Closed Session**

ROTHESAY

Regular Council Meeting

Agenda

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10 July 2017

- 7.1 24 May 2017 Kennebecasis Regional Joint Board of Police Commissioners (KRJBPC)
Meeting Minutes
- 31 May 2017 KRJBPC unaudited Statement of Financial Position
- 22 June 2017 KRJBPC Call Report
- 7.2 19 April 2017 Kennebecasis Valley Fire Department (KVFD) Inc. Board Meeting Minutes
- February 2017 KVFD Statement of Operations
- 12 April 2017 KVFD Chief's Report
- 31 March 2017 KVFD Response Report
- 7.3 31 May 2017 Draft unaudited Rothesay General Fund Financial Statements
- 31 May 2017 Draft unaudited Rothesay Utility Fund Financial Statements
- 22 June 2017 Draft Finance Committee Minutes
- 31 May 2017 Donation Summary
- 7.4 21 June 2017 Draft Public Works and Infrastructure Committee Meeting Minutes
 - 7 Allison Drive
- 7.5 4 July 2017 Draft Planning Advisory Committee Meeting Minutes
 - Millennium Drive Self-Storage Facility (*See item 9.1*)
- 7.6 June 2017 Monthly Building Permit Report
- 7.7 6 July 2017 Capital Projects Summary

8. UNFINISHED BUSINESS

TABLED ITEMS

8.1 Water By-law (Tabled June 2015)

No action at this time

8.2 16 Lot Subdivision off Appleby Drive (Tabled December 2015)

No action at this time

8.3.1 Traffic By-law 1-14

7 July 2017 Report prepared by DO McLean
DRAFT By-law 1-14 (*Revised*)

8.3.2 Traffic By-law 3-03 Revision

7 July 2017 Report prepared by DO McLean

9. NEW BUSINESS

9.1 BUSINESS ARISING FROM PUBLIC MEETING

Millennium Drive Self-Storage Facility (*See item 7.7*)

9.1.1 Development Agreement

5 July 2017 Memorandum from DPDS White
DRAFT Development Agreement (*Revised*)

ROTHESAY

Regular Council Meeting

Agenda

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10 July 2017

9.1.2 Land for Public Purposes

5 July 2017

Recommendation from Planning Advisory Committee

29 June 2017

Staff Report to Planning Advisory Committee with attachments

9.2 Contract W-2017-002: Hampton Road Watermain Renewal

5 July 2017

Report prepared by DO McLean

9.3 Consultant Selection – Rothesay Arena Assessment

7 July 2017

Memorandum from Town Manager Jarvie

28 June 2017

exp Proposal for Consultant Services for the Assessment of Rothesay Arena 2017

9.4 Jazz Festival Sponsorship Vehicles

7 July 2017

Report prepared by DPDS White

10. NEXT MEETING

Regular meeting

Monday, August 14, 2017

11. ADJOURNMENT



D.A.R.E. Canada (Fundy) Inc.

June 21, 2017

Town of Rothesay

Dear Community Member:



D.A.R.E. (Drug Abuse Resistance Education) is a police officer-led series of classroom lessons that teaches children how to resist peer pressure and live productive drug and violence-free lives. It is a ten (10) week program taught to grade 5 and 7 students by trained police officers.

As community members, one cannot help but be concerned about the effects drug and alcohol abuse has on our children and youth. The D.A.R.E. curriculum is designed to be taught by police officers whose training and experience gives them the background needed to answer the sophisticated questions often posed by young students about drugs and crime. The program will not only help these children build a better life for themselves but the overall social benefit to our community is significant in terms of developing healthy and productive citizens.

Our lessons in D.A.R.E. not only focus on drugs and ways to say no, but also on feelings relating to self-esteem, interpersonal and communication skills, decision making, and positive alternatives to drug abuse behavior. Our D.A.R.E. officers believe in this program for the message and also for the connection these officers make with the students.

The D.A.R.E. Canada Fundy Inc. Board oversees the program, which includes police officers from Saint John and the Kennebecasis Valley. Currently, the following communities are receiving DARE: Saint John, Rothesay and Quispamsis. The Saint John Police Force has partnered with the Kennebecasis Regional Police Force, Anglophone South School District, Samuel de Champlain and École des Pionniers, to deliver the D.A.R.E. program to students in grades 5 and 7 in both English and French. Over two thousand (2000) students in the above mentioned communities receive D.A.R.E. every year. D.A.R.E. has been taught in Saint John since 1998. Funding for this program is partially shared by the Police Forces and community sponsors. In order to provide program materials which include training, workbooks, name tags, t-shirts, hats, certificates and medallions, we are looking for increased community support. We have a modest fundraising goal of thirty five thousand (\$35,000.00) dollars to satisfy the needs of each school year in the Anglophone South School District, Samuel de Champlain and École des Pionniers.

With your generous support, these children are better prepared to "just say no" to drugs and alcohol. The D.A.R.E. program will equip these children to deal with peer pressure and teach them effective decision making methods that will affect their lives for many years to come. These children will also be exposed to another side of law enforcement through the tremendous work of the D.A.R.E. officers. Children have seen that police officers care about their well-being and their future.

We sincerely hope that Town of Rothesay will be a sponsor of D.A.R.E. for the 2016/2017 school years.

As a community sponsor we will advertise your logo/company name during our graduation and functions.

On behalf of the D.A.R.E. Canada (Fundy) Inc. Board of Directors, we would like to thank you for your consideration. We look forward to your reply.

Sincerely,

Sgt. David Hartley-Brown
Saint John Police Force

ONE Peel Plaza, PO Box 1971, Saint John, NB E2L 4L1
(506) 648-3700

27 Burnett Terrace
Rothesay,NB,E2H 1V1

June 22,2017

Mayor Nancy Grant & Councillors

Town of Rothesay

70 Hampton Road

Rothesay,NB,E2L 5L5

Dear Mayor Grant & Members of Rothesay Council

Re: Construction of Block Houses on Rothesay Road

I am writing to express my dismay at the placement of 2 concrete structures of approximately 650 sq.ft. each within basically the boundary of the only common area in old East Riverside and within 16 feet of the adjacent sidewalk.

From the number of public meetings and open and closed Rothesay Council sessions on the Hillcrest developement and the profound statements of some Council members on the placement and occurrence of that project, it is amazing to see the Town itself go ahead with these Block Houses in such a public and highly visible location.

I am sure there are technical reasons why they are needed i.e to pump sewerage but surely a more out of the way location could have been chosen.

Since the structures are already there ,it is my hope that there is a plan to have these Block Houses blend in to the surrounding area as much as possible using appropriate building materials and landscaping.

I find it hard to comprehend how the Town can require such rigorous standards from others and then place structures of this nature in the middle of our neighborhood without warning.

I would appreciate knowing what the plans are to finish the buildings and landscaping so I can pass the information along to my concerned neighbors.

Yours Truly

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

Cc. Mary Jane Banks, Town Clerk

From: [REDACTED]
To: [REDACTED]
Subject: FW: 5 River Road Rothesay
Date: June-27-17 8:09:29 AM

----- Forwarded message -----

From: [REDACTED]
Date: Thu, Jun 22, 2017 at 4:14 PM -0300
Subject: RE: 5 River Road Rothesay
To: "Nancy Grant" [REDACTED]

To Mayor Dr. Grant & Council,

Further to our meeting on Tuesday June 20, 2017, as requested, I am sending you my issues regarding my maple trees at the front of my house. If the Town deems it mandatory that the trees be removed to allow road expansion plus based on the stress level I've endured and lack of personal communication from the Town vs. neighbors; I would appreciate having my driveway graded and paved. I am aware the Town plans to plant 4-5 maple trees and reconstruct the front lawn. However, there is very little soil on the existing lawn and it needs to be tilled and reseeded. I'm not asking for the Town to do that – just reshape the lawn (ie. Grass needs to be cut back; horseshoe shape).

In closing I would just like to add that these trees, planted by my family, hold memories that money cannot buy. As a working senior (72 yrs.) trying very hard to maintain my home, established in 1947, I'm hopeful someone can relate to my feelings. I look forward to the Town's quick reply.

Respectfully Submitted,

[REDACTED]

From: [REDACTED]
To: [REDACTED]
Subject: FW: Request walk line for Crosswind Crescent
Date: June-27-17 8:11:23 AM

-----Original Message-----

From: [REDACTED]
Sent: June-22-17 5:30 PM
To: Rothesay Info
Subject: Request walk line for Crosswind Crescent

To Public Works Committee:

Good afternoon!

My house is at 4 Crosswind Crescent, Rothesay. Everyday we walk down the street, cross Highland Ave. , bring my son to his school, Rothesay Elementary School. Sometimes we walk same way to parks.

There is no any sign at the cross of Crosswind and Highland. Some vehicles will stop to wait pedestrians cross, but some not. It is more dangerous for kids, seniors, and people with pets.

Can you check the situation and consider to setup walk line with sign for safety pedestrian?

Thank you and have a good day!

[REDACTED]

KV Properties Ltd.
14 Wiltshire Drive
Quispamsis, NB
E2E 0E9

July 5th, 2017

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



Dear Mayor and council,

As the developer for the approved high density multi-unit apartment project at 104 Hampton road, I would like to make a formal request to defer the payment of utility connection fees associated with phase 1 of this development.

As I prepare to start construction, the costs associated with bringing the utility services from my property line to the main water and sanitary connections in the Hampton road are unexpectedly high. These costs are having a considerable burden on the project and it would be very beneficial to delay the payment of these connection charges over a reasonable period of time following the completion of construction.

These additional costs are a result of having to excavate across the hampton road and through the traffic island to reach the services while subsequently having to replace the existing road surface and island infrastructure. In addition, this cost of accessing the water and sanitary services is being accounted for in the first phase of this two phase development significantly impacting the phase 1 development costs.

I would be very appreciative of your understanding in this matter to defer these charges and can be available should you wish to discuss this request in more detail.

Sincerely,

Brett Taylor
KV Properties Ltd.





Directors of the New
Brunswick Medical
Education Foundation
Inc.

June 5, 2017

Donald Craig, MD, Chair

Catherine Becker, MD

Jason Downey

Nathalie Godbout, LLB, Q.C

Susan Harley

Pamela Jarrett, MD

Allison Kennedy, MD

David Marr, MD

James O'Brien, MD

Ron Outerbridge, CA

Dear Mr. McMullin:

Congratulations!

On behalf of the Directors of the NB Medical Education Foundation Inc. and the Grants Committee of the New Brunswick Medical Education Foundation Inc., I want to bring you the good news that you are the recipient of the ***Town of Rothesay Medical Education Scholarship for the year 2017.***

The conditions of this scholarship will be outlined in a letter of agreement that you must sign before the scholarship is paid to your student account at the university designated by you and /or the donor.

Please indicate your acceptance of the scholarship within 30 Days of the date of this letter or the scholarship will be awarded to the next worthy candidate.

You may contact Mary Jane Ryan, New Brunswick Medical Education Foundation Inc. office, to indicate your acceptance @ 1-506-648-7073.

Again our congratulations and Best Wishes in your medical career!

Sincerely,

Dr. Donald Craig, Chair
New Brunswick Medical Education Foundation Inc.

cc: Michael Murphy, Executive Director

Mayor Nancy Grant & Council

Mr. Doug MacDonald, Treasurer, Town of Rothesay

Ms Mary Jane Banks, Town Clerk, Town of Rothesay

Attachment – Letter of Agreement

J. Michael Murphy
Executive Director
michael.murphy@nbmeded.ca
Phone: (506) 607-8453

Mary Jane Ryan
Administrative Assistant
www.nbmeded.ca

Phone: (506) 648-7073
Fax: (506) 648-7324

New Brunswick Medical
Education Foundation Inc.
PO Box 22061
Saint John, NB
E2K 4T7
Phone: (506) 648-7073
Fax: (506) 648-7324

CRA No. 810513523RR0001



MEMORANDUM

TO:

NEW BRUNSWICK
MUNICIPALITIES/INVITED
PARTICIPANTS

FROM:

Raymond Murphy, Executive Director

DATE:

June 9, 2017

SUBJECT:

CONFERENCE 2017 – UMN
September 29 & 30, & October 1st
Crowne Plaza Lord Beaverbrook,
Fredericton

- Attached please find all the forms and information you will need to make a positive decision to attend the Conference 2017 – UMN from September 29, to October 1st.
- When you make your hotel reservations, **make sure you state you want to be in the UMN block** and make your reservations **BEFORE August 18, 2017**, so you will receive the discounted rate.

If... we have forgotten anything, please call anytime and have a warm, bug free summer and hopefully we will see you in October.

NOTE DE SERVICE

DESTINATAIRES :

MUNICIPALITÉS DU
NB/PARTICIPANTS INVITÉS

EXPÉDITEUR:

Raymond Murphy, directeur général

DATE :

Le 9 juin 2017

OBJET :

CONFÉRENCE 2017 – UMN
Le 29 & 30 septembre au 1 octobre
Crowne Plaza Lord Beaverbrook,
Fredericton

- Vous trouverez ci-annexés les formulaires et l'information dont vous avez besoin pour décider d'assister à la Conférence 2017 – UMN du 29 septembre au 1 octobre.
- Lorsque vous réserverez votre chambre d'hôtel, **n'oubliez pas d'indiquer que vous voulez être dans le bloc de l'UMN**. Faites vos réservations **AVANT le 18 août 2017** afin de pouvoir obtenir le taux d'escompte.

Si... nous avons oublié quoi que ce soit, n'hésitez pas à téléphoner. Nous vous souhaitons un été chaud sans moustique. Au plaisir de vous voir en octobre.

U M N B - A G M
PROGRAM & AGENDA -
SEPTEMBER 29, 30 and OCTOBER 1ST 2017

FRIDAY, SEPTEMBER 29TH

Delegates may register from 11:00 am to 4:00 pm

- Mezzanine Floor*
- 9:30 – 11:00am AMANB Workshop
-
- 12:00 – 5:00pm Trade Show Set-up
 -- Ballroom
- 11:15 – 12:15pm BOARD OF DIRECTORS MEETING
 - Garrison Room
- 12:30 – 1:30pm PLENARY – Role of Mayor & Council
 – panel (what you need to know)
 - Petitcodiac Room
- 1:30 – 3:30 WORKSHOPS
 - Asset Management for elected officials – all sessions for this afternoon are geared to this topic – Panel discussion
 - Petitcodiac
- 3:20 - 3:35pm HEALTH BREAK – Mezzanine Floor
- 3:35 – 4:15pm WORKSHOP
 - Governance/Fiscal Advisory Committee – update – Municipalities/Community Planning Act
 - Petitcodiac Room

Delegates may register from 6:00pm to 8:00pm
Mezzanine Floor

- 6:00 – 10:00pm OFFICIAL OPENING, RECEPTION & TRADE SHOW
 - St. John Ballroom
- 6:15 pm Opening Ceremonies
 -Petitcodiac Room
- 6:40 pm Trade Show Opening
 - St. John Ballroom
- 9:30 pm Passport Draw/other draws

SATURDAY, SEPTEMBER 30TH

Delegates may register from 8:00 am to 10:00 am -

Mezzanine Floor

Full breakfast served from 7:00 am to 7:45-Ballroom

- 8:00 – 9:00am SOFTWOOD LUMBER UPDATE
- 9:00 – 9:45 am Climate Change & Energy Initiative update
- 9:45 – 10:20am PLENARY – Department of Local Government update
 - Ballroom
- 10:20 – 10:35am HEALTH BREAK
- 10:35 – 11:15am PRESENTATION– INFRASTRUCTURE PROGRAM FOR NB
 - Ballroom
- 11:15 – 12:00pm ZONE MEETINGS
- Zone 1 Boardroom 1
- Zone 2 Garrison Room
- Zone 3 Petitcodiac Room
- Zone 4 Boardroom 2
- Zone 5 Boardroom 3
- Zone 6 St. Croix
- Zone 7 Webster Room
- Zone 9 Oromocto Room
- 12:00 – 1:15pm LUNCHEON/Presentation NB Power
 -Ballroom
- 1:15 – 1:45pm TRADE & TARIFFS – CANADA AND THE UNITED STATES
 Garrison
- 1:15 – 1:45pm RECREATION UPDATE
 Petitcodiac
- 1:50pm – 4:00 PM ANNUAL GENERAL MEETING
 - Ballroom
- OPENING ADDRESS
 - APPROVAL OF AGENDA
 - COMMITTEE REPORTS:
 - Constitution
- Ad Hoc Committees – in booklet
- ZONE REPORTS
 - FCM President - remarks
 - PRESENTATIONS
 - RCMP/Department of Public Safety
- 6:00 – 7:00pm RECEPTION – Petitcodiac room
- 7:00 – 12:00pm BANQUET/ENTERTAINMENT
 Ballroom

SUNDAY, OCTOBER 1ST

Full Breakfast will be served from 7:00 am to 8:00 am
Ballroom

- 8:15 - 10:30 am ANNUAL GENERAL MEETING
 - Ballroom
- 9:00 – 9:50 am NB POWER – EMERGENCY PLANNING FOR MUNICIPALITIES – LESSONS LEARNED
 Ballroom
- 9:50 – 10:35 am UMN B STRATEGIC PLAN UPDATE
 Ballroom
- APPROVAL OF MINUTES
 - 2016 Annual General Meeting
 - BUSINESS ARISING FROM THE MINUTES
 - Responses to Resolutions Report
 - TREASURER'S REPORT
 - 2016 Audit Report
 - 2017 Receipts and Disbursements
 - 2018 Proposed Budget
 - NEW RESOLUTIONS
 - CONSTITUTION
 - NOMINATING REPORT
 - ELECTION OF OFFICERS
- 10:35 – 10:55am HEALTH BREAK – CHECK OUT
- 10:55 – 12:00pm ANNUAL GENERAL MEETING
 - Ballroom
- FCM REPORT
 - PRESIDENTS REPORT
 - PRESENTATION – RESOURCES AVAILABLE TO SUPPORT POVERTY REDUCTION EFFORTS
- 2018 ANNUAL GENERAL MEETING
- ADJOURNMENT
- 12:00 – POST AGM BOARD MEETING
 - Garrison Room

CONFERENCE 2017 – UMNb

THEME: ASSET MANAGEMENT

Information Sheet

REGISTRATION

Registration will be on a first-come first serve basis due to space limitations.

- Register by completing and returning the attached form before **August 18th, 2017**.
- Registrations must be accompanied by cheque, payable to "UMNB" for the full amount owing in order to be accepted.
- Registration Deadline: August 18, 2017 - Late registrations will only be accepted if space is available.
- Registration Cancellation: Delegates cancelling after August 25, 2017 forfeit 25% of registration fee, substitutes accepted. Delegates cancelling after September 8th 2017 forfeit 100% of registration fee, substitutes accepted. **Delegates will not be registered until money is received.**
- Each delegate must submit a completed registration form.
- Delegates' partners will be allowed to attend all meal functions for an additional cost of \$120.00. Should your partner/guest wish to attend only the banquet the cost will be \$70.00. Fees must be paid when delegate registers.

ACCOMMODATIONS

- Accommodations are available on a first-come first serve basis at the Crowne Plaza Lord Beaverbrook, Fredericton, New Brunswick. **Please state that you want to reserve under the "UMNB" block.**

| | |
|----------------------|-------------------|
| Single /Double | \$144.00 plus HST |
| Suites | 169..00 plus HST |
| # of rooms available | 140+ |
| Reservation Phone # | 1 866 444 1946 |

Check in time is after 3:00 pm. Check out time is noon. To ensure room availability, please reserve your room/s before **August 18, 2017**. Confirmation of reservations after this date will be subject to availability. Reservations must be guaranteed, which may be done with a major credit card - amount to be equivalent to one night charge.

Other hotels are available during the conference at different rates – should you have any questions please contact me at any time.

One "Preliminary Kit" for **UMNB members** will be mailed to each municipality that has registered on or before August 25, 2017.

MORE INFORMATION

More information is available by contacting Raymond Murphy by telephone (506) 523-7991, fax (506) 523-7992 or E-Mail umnbnb.aibn.com

CONFERENCE 2017 - UMNb

September 29th, 30th & October 1st 2017

Crowne Plaza Lord Beaver Brook

Fredericton, NB

REGISTRATION FORM

NAME _____

TITLE _____ PARTNER _____

MUNICIPALITY _____ Language preferred _____

ADDRESS _____

PHONE _____ FAX _____ E-MAIL _____

WORKSHOP REGISTRATION

--Plenary

Ballroom

1:00 pm – 1:50 pm

All workshops will run concurrently between 1:55 and 4:15 in the Petitcodiac room with simultaneous translation and will be geared to providing municipalities with information from the different government departments with which they are involved.

REGISTRATION FEES

Please check the appropriate amount/s in the before or after August 18th category and make Cheque payable to UMNb:

BEFORE → → → → → → →

August 18th, 2017

← ← ← ← ← ← ← **AFTER**

| | | | |
|-----------|-----------------------------------|-----------|--|
| \$ 330.00 | Members | \$ 360.00 | |
| \$ 360.00 | Non-Member | \$ 395.00 | |
| \$ 120.00 | Partner – All meal functions | \$ 120.00 | |
| \$ 70.00 | Partner - Saturday – Banquet only | \$ 70.00 | |

Partner attending breakfasts – Yes _____ No _____ Luncheon – Yes _____ No _____

Please complete and return this form, with registration fee, by **Friday, August 18th, 2017**

Fax number: 506 523 7992.

Raymond Murphy – Executive Director
Union of Municipalities of New Brunswick
145-1 Main Street
Rexton, New Brunswick
E4W 2A6

LOUISE BREAU MEMORIAL

The late Mayor Louise Breau of Millville, New Brunswick was a person of great integrity and never-ending dedication. She worked diligently for the betterment of municipalities in New Brunswick, without thinking of her own gain. Louise was a reliable, sincere and dynamic person who always had a smile and the time to listen. She was a person who wanted to be involved and would help out in any way, no matter how small or big the effort was on her part.

An award can be presented to an elected official (past or present) with a similar spirit of dedication as Louise. Each member municipality can submit the name of a candidate before August 18th to Raymond Murphy. You must submit a brief summary of this person's past activities and service of no more than 200 words. These submissions will be reviewed by the committee established by the Board of Directors and a decision made prior to the Annual General Meeting.

À LA MÉMOIRE DE LOUISE BREAU

La regrettée Louise Breau, mairesse de Millville, au Nouveau-Brunswick, était une personne d'une grande intégrité qui se dévouait sans compter. Elle a travaillé diligemment pour le bien-être des municipalités du Nouveau-Brunswick, sans jamais penser à ses intérêts personnels. Louise était fiable, sincère, dynamique et toujours souriante, et elle prenait le temps d'écouter. Elle était toujours prête à participer. Elle n'épargnait aucun effort, grand ou petit, lorsque venait le temps d'aider.

Un prix sera décerné à un représentant élu (ancien ou actuel) qui a manifesté le même esprit de dévouement que Louise. Chaque municipalité membre peut soumettre à Raymond Murphy, le nom d'un candidat avant le 18 août. Vous devez soumettre un court résumé, de 200 mots au maximum, des activités et des services rendus par cette personne. Ces exposés seront étudiés par le Comité établi par le Conseil d'administration et la décision sera prise avant l'assemblée générale annuelle.

UNION OF MUNICIPALITIES OF NEW BRUNSWICK

All new resolutions must be submitted to the following address before August 18th, 2017:

Raymond Murphy, Executive Director
Union of Municipalities of New Brunswick
145-1 Main Street
Rexton, New Brunswick
E4W 2A6
Fax # 523-7992 E-Mail umnb@nb.aibn.com

Any resolution submitted after August 18th, 2017 will **NOT** be on the agenda of the October Annual General Meeting for the Union of Municipalities of New Brunswick 2017.

Thank you

UNION DES MUNICIPALITÉS DU NOUVEAU-BRUNSWICK

Toutes les nouvelles resolutions doivent etre envoyées à l'adresse suivante avant le 18 août 2017:

Raymond Murphy, Directeur general
Union des Municipalités du Nouveau-Brunswick
145-1 Main Street,
Rexton, Nouveau-Brunswick
E4W 2A6
Télécopieur 523-7992 E-Mail umnb@nb.aibn.com

Toutes les resolutions soumises après le 18 août 2017 ne seront pas à l'ordre du jour de l'assemblee générale annuelle de Union des Municipalités du Nouveau-Brunswick en octobre 2017.

Merci

2017 July 10 Open Session FINAL_028
UNION OF MUNICIPALITIES OF NEW BRUNSWICK

FALL 2017 CONFERENCE

SEPTEMBER 29TH TO OCTOBER 1ST, 2017

THE LORD BEAVERBROOK CROWNE MOTEL, FREDERICTON, NEW BRUNSWICK

IN MEMORIAM FORM

The UMNb will record the passing of Municipal Elected Officials of Member Municipalities in our Conference handbook. Please forward the names of your Municipal Elected Officials (past and present) who have passed away during this past year. Using the form below please state clearly their position, i.e. Mayor, Councillor, etc.

Please forward this information prior to **Friday, August 18th, 2017.**

| | | |
|--|-------------|-----------------------|
| Name | | Date Deceased: |
| Position | | |
| Served | From | To |
| Name of Relative (Next of Kin) | | |
| Address | | |

| | | |
|--|-------------|-----------------------|
| Name | | Date Deceased: |
| Position | | |
| Served | From | To |
| Name of Relative (Next of Kin) | | |
| Address | | |

| | | |
|--|-------------|-----------------------|
| Name | | Date Deceased: |
| Position | | |
| Served | From | To |
| Name of Relative (Next of Kin) | | |
| Address | | |

Municipality:

**Signature of
CLERK/CAO:**

ATTENTION CLERKS

UMNB will **present** the "**LONG SERVICE AWARDS**", to those who have served on Council for a minimum of **12 years**.

If you have eligible elected officials in your municipality, who have not received this award yet, please complete the following and return it to our office by August 18, 2017. No applications will be accepted after this date. Awards will be provided only to elected officials. All awards will be presented at the AGM of our 2017 Conference. If you have any questions please contact Raymond Murphy at 523-7991.

Please return this form no later than August 18th, 2017, 5:00 pm.

THANK YOU!

ATTENTION GREFFIERS/IÈRES

UMNB **présentera** le « **Prix de Long Service** », à ceux qui ont servi sur le Conseil pour un minimum de **12 ans**.

Si vous avez des fonctionnaires élus admissibles dans votre municipalité, qui n'ont pas encore reçu ce prix, veuillez remplir ce formulaire et le retourner à notre bureau par le 19 août 2016. Aucune candidature ne sera acceptée après cette date. Le prix est fourni qu'aux fonctionnaires élus. Tous les prix seront présentés à l'Assemblée générale annuelle de notre conférence de 2017. Si vous avez des questions veuillez contacter Raymond Murphy au 523-7991

**Veuillez retourner ce formulaire au plus tard le 18 août 2017 (17 HRS).
MERCI !**

| Name/Nom | Title/Titre | Municipality/ Municipalité | Years of/ Années de Service | Will attend Conference / Participera à la conférence |
|----------|-------------|-------------------------------|-----------------------------------|---|
| | | | | |
| | | | | |
| | | | | |
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| | | | | |

AUCTION

Don't forget your gift for our Auction to be held on October 1st. If you need a poster for your gift let me know before **September 1, 2017**. (An example would be the Hot Air Balloon ticket from Sussex.)

If you have any questions or concerns please contact me at anytime.

Thanks,

Raymond

VENTE AUX ENCHÈRES

N'oubliez pas votre cadeau pour notre vente aux enchères qui aura lieu **le 1^{er} octobre**. Si vous avez besoin d'une pancarte pour votre cadeau, veuillez m'en aviser avant **le 1^{er} septembre 2017**. (Un exemple serait un billet pour le Festival des montgolfières de Sussex.) Si vous avez des questions ou des préoccupations, n'hésitez pas à communiquer avec moi à n'importe quel moment. Je vous remercie.

Raymond



BACKGROUND: SMART & CONNECTED COMMUNITY DATA STRATEGY:

Vision

The Saint John region will be Canada's Most Connected Community by leveraging our technology, our people and our strategic location. We will use the close connectedness of our community to become a national leader in the use of big data analytics. We will do this through the Smart & Connected Community Data Strategy.

What does a smart and connected community look like? It's a community that uses data, technology (sensors, beacons, wireless, smart devices), applications, and more to bring together people, services, and information across multiple sectors to realize sustainable economic growth and enhance quality of life. In an industrial community, examples include smart sensors in manufacturing and processing operations and in all aspects of transportation and supply chains that provide real time data and the ability to make impactful decisions.

Saint John will emerge as an open, smart and connected region that attracts new companies, investment, and partners who want to innovate and build on top of the deep and vast infrastructure of people, processes, data, and technology.

Opportunity

Enterprise Saint John will lead this project with the support of the City of Saint John, industrial leaders, tech community, and provincial and federal governments. Enterprise Saint John will engage the partners to generate awareness and support of the vision, create a path forward through a series of projects, and advocate for future strategic infrastructure investments.

Big Data has been called the 4th industrial revolution where information and data will be to this century what oil was to the last---a valuable resource to be tapped and an opportunity to grow our economy.

Ready or not, the Industrial Internet and the Internet of Things (IoT) are upon us. The connectivity of people, data, processes and devices is spawning an enormous amount of opportunity. Businesses will be the leading adopters of IoT as they look to lower operating costs, increase productivity, expand to new markets or develop new products. Saint John has a core of leading industries that are poised to tap the IoT as a means of furthering their competitive advantage. Governments are right behind as they look to improve the cost-effective delivery of services and their citizens' quality of life.

A major implication of IoT is that data can be mashed together and used in astonishing new ways. We have the technical capability and tools to change lives by capturing and then more effectively using the

data. We can build on the data and analytics that exist in key industries to share and strengthen others. We can target social problems and, with the use of data, understand the challenges so we can produce better outcomes. We can harness data and technology to transform government so it is more citizen centric and open. We can use sensors, beacons, and wireless devices to transform the way we operate our industrial operations as well as running our city operations.

- **Here's an example:** if you collect data on how many pedestrians are on a street and traffic flow at a given time of day
 - a) a business could make informed decisions about where to set up for maximum profits.
 - b) Add data on what types of businesses are there, who they employ and their age and gender---you start to see how many jobs might be available in what kind of sectors, what kinds of employees are attracted to those jobs, what skills are needed and where to cluster similar or supporting businesses.
 - c) Use information or data picked up from sensors that connect to phones as people move around a community and the City, uptown business improvement zone and tourism providers might see patterns about what age group is drawn to what attraction, where they like to spend money and what services they want the most.
 - d) Add crime stats to all those layers of data and Police and social services may know more accurately where people in need or danger might be and how best to help them.

All this information may be available now, but it's not all in one spot. This project is proposing building a massive server or data repository where all this information can be stored and analyzed by researchers and innovators from university of New Brunswick, as well as our local I-T industry and the city who can:

- a) Look for trends
- b) See patterns
- c) Come up with solutions for everything from improving business performance to increasing efficiencies in a city or tackling generational poverty

The result will be the creation of new business ideas, new jobs and the acquisition of new talent. Difficult problems will be solved, operations improved, new opportunities uncovered and the increased business competitiveness of our major industrial and private sector companies will result. Creating jobs is of course a major priority, for all of us. We want data-focused jobs in Saint John, and a lot of them.

Phase 1 is expansion of infrastructure to improve WiFi connection in uptown core and the completion the building of a data repository or data storage hub.

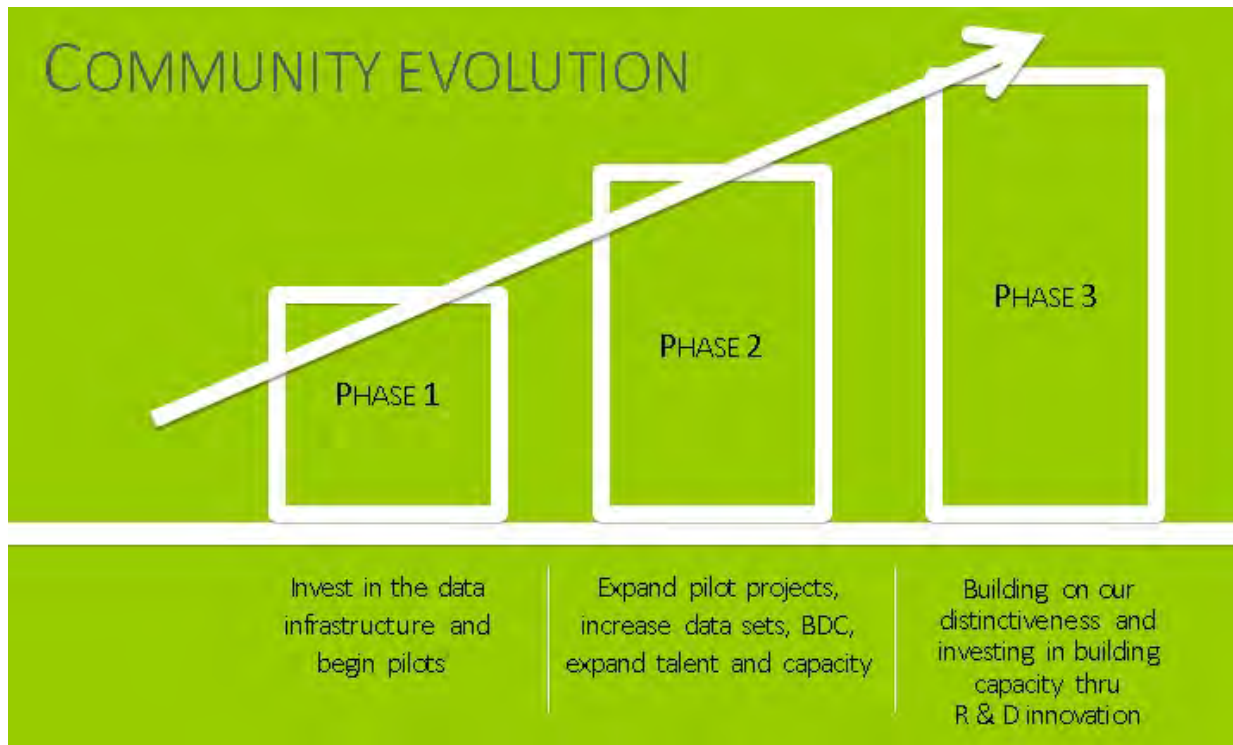
The Saint John Data Centre will act as a digital refinery of information and talent. The framework will focus on the end-to-end Internet of Things thinking for particular industries, sectors, and municipal operations. The knowledge that we will uncover will turn challenging issues into solvable problems. Data will be used as a tool for more engagement, collaboration, insight and better decision-making.

We will drive big data research and projects that will create new decision-making processes and new services from the insights gathered. Our scope will include planning, execution and delivery of projects for clients.

Our focus will be to collect and analyze data to transform our region. Enterprise Saint John will be leading this project and working closely with with the support of stakeholders including the City of Saint John, industrial leaders, the tech community, and provincial and federal governments.

The Phase 2 Goal will be to create an infrastructure and an ecosystem that provides a playground for researchers, and innovators. An analysis of data sets will lead to commercialization of solutions for business and possibly the community.

The Phase 3 Goal will build on the value proposition and strength created from adding data expertise, capabilities and infrastructure to our region and province. At this stage, we will realize significant outcomes through advanced R&D and commercialization, increased productivity and business competitiveness in our existing companies and by attracting more foreign direct investment to our region.



Why Saint John?

Saint John is ready and positioned for success:

1. **Our strong industrial sector:** It has global reach, and investing in data expertise for some companies is already underway. Organizations such as J.D. Irving, Limited, Port Saint John, Irving Oil, and Cooke Aquaculture have embraced big data. In the instance of J.D. Irving, Limited, they are capitalizing on the performance management and analytics capability they already possess to become world class with expected ongoing investment and talent acquisition needs.
2. **A data ecosystem already exists:** It has been building via existing partners that have invested in the region's data and digital infrastructure. Bell Aliant has invested \$25 million in their Tier III data centre, T4G's investment and creation of its training centre and Cisco's \$2M investment in its Big Data Chair at UNB, to name a few.
3. **True Growth Network:** A strong network of partnerships is already in place. Because of the relationships that have been developed and the size of the community, we have the ability to collaborate effectively and efficiently.

4. **Municipal support:** The City of Saint John has demonstrated its commitment to open data and advancing the required infrastructure (such as wireless) that will be required. For example, the number of open data sets will double in the next 12 months, and continued investment in the wireless infrastructure will occur in the uptown core.

5. **Post-secondary support:** UNBSJ and NBCC have the interest and ability to deliver training and offer educational opportunities. For example, St. Malachy's, in partnership with the UNB Cisco Chair for Big Data, will be piloting a data analytics course in the upcoming high school curriculum. Not only do our post-secondary institutions have innovators, they also have practitioners and teachers who will work with us to address the acute global shortage of data science practitioners.

6. **Existing start-ups using data and the Internet of Things:** They are a catalyst to innovation and new jobs. Start-ups in the region have developed new business ideas around data and IoT such as HotSpot, Yimbie, Merchant Solutions, Shift Energy, and Xiplinx. As more start-ups become part of the data movement and infrastructure, data will be a catalyst to innovation and new jobs in our entrepreneurial community.

7. **Partners are committed:** Beginning with the program advisory board, partners are engaged and will continue to support this movement. They include Cisco, T4G, EY, the City of Saint John, and Bell Aliant. TechImpact and the Government of New Brunswick are in partnership to lead the province towards a digital society by building a digital lab to innovate in the public-sector domain. Innovating with open data, digital technologies, and partnerships are fundamental components of this nb+ program.

More information is available at enterprisesj.com

Bell Aliant



DISCOVER DÉCOUVREZ
SAINT JOHN



SMART & CONNECTED COMMUNITY DATA STRATEGY

Saint John, NB: Leveraging our technology, our people & our strategic location to be Canada's Most Connected Community



Technology:

- Unlimited access to free, reliable WiFi in Uptown Core
- Community Data Repository-1st of its kind in Atlantic Canada will use big data analytics to create & develop community & business opportunities



People:

- Strong Network of researchers/innovators will use sensors/beacons to collect data & analyze how people visit, live, work & play in Saint John



Location:

- Our location, size, industry & business leaders make Saint John the ideal place to launch this project
- Community-based data storage & analytics will allow problem solving & create opportunities in this region
- Potential to attract outside investors & researchers from around the world

MAJOR MILESTONES



- WiFi is improved
- Data repository infrastructure begins
- Collection of data sets from community & business leaders starts

- Repository is complete
- Collection of data sets from community and industry leaders continues



- Projects in Tourism, Industry & Business look at data sets to create opportunities
- Innovators & researchers start to develop applications to be used & sold around the world

- Community & Industry problem solving to create opportunities continues
- Community Data Repository is asset used to create opportunities here and around the world



Learn more at www.enterprisesj.com

Pipeline to Job Growth



80% of economic growth from **existing business.**

20% of economic growth from **attracting new businesses.**

ENTERPRISE SAINT JOHN

WHO WE ARE & WHAT WE DO

ABOUT US



Enterprise Saint John is the regional economic development agency serving the five municipalities of Grand Bay-Westfield, Rothesay, Quispamsis, St. Martins, and Saint John. We are working to start, expand, retain, and attract more businesses in an increasingly connected world.

Our vision is to become **Canada's Most Connected Community**, leveraging our technology, our people and our strategic location help bring industry, ideas and investments together to drive economic prosperity.

STEVE CARSON, CEO

Steve has led Enterprise Saint John for over 20 years. Highly connected in our community, his vision, leadership and passion have assisted hundreds of clients and community projects. In October, Steve will be transitioning to a new role with the City of Saint John as Director of Strategic Real Estate. In the meantime Steve will be assisting with Board with the recruitment and orientation of his replacement. He can be reached at scarson@enterprisesj.com



JANET SCOTT, DIRECTOR BUSINESS & COMMUNITY DEVELOPMENT

Janet was recognized internationally by the Development Counsellors International in 2015 for helping to develop a collaborative model that brings together a variety of organizations to drive economic change. She has extensive experience in working with start-ups and international businesses. If you are an organization or company interested in becoming part of our Smart & Connected Community Data Strategy, she can be reached at janetscott@enterprisesj.com



MICHELE LODGE, EMERGING ENTREPRENEURS PROGRAM

Every year, Michele Lodge works with high school teachers and students across the region to create sessions and projects that expose them to the possibilities of creating their own business. A major focus is incorporating problem solving and innovation into entrepreneurial programming. If you want to get involved or know a student who is interested in exploring entrepreneurship, she can be reached at mlodge@enterprisesj.com



DAKOTA LUTES, ENTREPRENEUR DEVELOPMENT

Dakota works extensively with new start-ups and entrepreneurs who have an idea to start a business. They work through four (4) program stages: idea validation, development, testing, and pre-launch. Dakota, entrepreneurial experts and mentors help participants move through the program framework, apply to accelerators, and seek capital investment for the development of their start-up. He also helps administer the SEED loan program to help encourage the development of local businesses. He can be reached at dakota@enterprisesj.com



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MARK BREEN, SENIOR ECONOMIC DEVELOPMENT OFFICER

Mark Breen is a Senior Economic Development Officer and Project Manager for the Catalyst Innovation Program. Mark is New Brunswick's first Simplicity Certified Instructor & Professional Innovation Advisor. Simplicity interconnects a process of creative problem solving with skills and tools to make that process work. Organizations around the world such as Moosehead Ltd., Proctor & Gamble, Coca-Cola, Microsoft, have used the process. Want to start innovating with your business? He can be reached at mbreen@enterprisesj.com



JANICE PEARSON, ACCOUNTING

Janice is our lead accountant for Enterprise Saint John. She handles all financial streams coming in and out of the organization. She also meets with qualifying entrepreneurs and businesses to distribute the SEED Loan Program to participants, and handles the financials for all projects with external funding through the provincial and federal programs. She can be reached at jpearson@enterprisesj.com



MIKE BACON, DIRECTOR OF ADMINISTRATION

Mike runs the day-to-day operations of Enterprise Saint John, including dealing with incoming requests and re-directing enquiries, all systems of process and policy guidelines, assistance in content creation of agenda and key information for staff and board members. He can be reached at mbacon@enterprisesj.com



ELEANOR MACLEAN, COMMUNICATIONS OFFICER

Eleanor helps convey the overall mission and vision of Enterprise Saint John, its staff and programming to the public and partners through its website, various social media channels, and bi-weekly features on entrepreneurs, businesses and economic initiatives in the community. She can be reached at emaclean@enterprisesj.com



ENTERPRISE SAINT JOHN

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BRAD MCNEILL, INVESTMENT ATTRACTION

Brad McNeill is currently helping Enterprise Saint John with its investment attraction file. He worked with Bell Aliant for 32 years, with a focus on program delivery and management of technology sector. He works closely with local private and public organizations to attract and retain businesses to the region. He also works collaboratively with local business to help grow and market our regional capabilities. He can be reached at bmcneill@enterprisesj.com



STEPHEN ALEXANDER, TALENT RECRUITMENT

Stephen Alexander has over 20 years of senior management experience in finance, technology and project management, across a variety of industries. He is working with Enterprise Saint John to develop a Key Performance Indicator system that will be used to communicate with our stakeholders and to help define a Talent Recruitment and Retention program. The goal of this program is to enable the three levels of government, community support organizations and private businesses to work collaboratively to improve our region's ability to attract and retain the people necessary to develop our economy. He can be reached at stephe.alexander@gmail.com.



Board of Directors



Martin Chiasson
Loosen Up Consulting
Interim Board Chair



Larry Hachey
Blue Chip Leasing
Past President



Mary Keith
V.P. Communications
J.D. Irving, Limited

ENTERPRISE SAINT JOHN

WHO WE ARE & WHAT WE DO



Board of Directors



Mark Sherman
Vice-President & COO
Irving Oil Limited



Andrew Oland
President & CEO
Moosehead Breweries Ltd.



Paulette Hicks
General Manager
Delta Brunswick



Eric Poirier
Regional Manager
Bell Aliant



Shelley Doucet
Associate Professor
UNBSJ



Gary Lawson Q.C. Partner
Lawson Creamer



Terri Riedl
CEO
Revolution Strategy



4 July 2017

Department of Transportation and Infrastructure
Kings Place
P. O. Box 6000
Fredericton, NB
E3B 5H1
Attention: Hon. Bill Fraser

70 Hampton Road
Rothesay, NB
Canada E2E 5L5
T: 506-848-6600
F: 506-848-6677

Rothesay@rothesay.ca
www.rothesay.ca

Dear Minister Fraser:

Re: Designated Highway Funding Program

I hope you have enjoyed a wonderful Canada Day weekend. It surely is significant to celebrate 150 years!

As you know, I am new to the mayor's chair having been elected last year. Consequently when asked at a Council meeting if we had received word of designated highway funding for 2017, I replied that I had not. The Council was then advised by a staff member that our funding request had been denied. My immediate reaction was that I had not received any letter to which the response was that Town staff had called and received this information verbally from a Department employee. To this date we have still not received any written advice on the matter. I must say I am surprised that the Department would not consider it appropriate to advise municipalities in writing if they are to receive no funding in response to their requests for the construction season.

Funding for improvements to designated provincial roadways in municipalities is very important to most municipalities in New Brunswick. We applaud you and your government for recognizing that the amount committed in previous years was insufficient and substantially increasing the pool of funds. We were fortunate enough to receive funding for a substantial project in our town in 2016 and we appreciate that there is not enough money for the priorities of each municipality in each year. (We don't believe that the municipal share for any municipality should be less than the established cost-sharing percentage for its class as long as there are municipalities that are prepared pay this share.)

...2

We believe this revised program should be celebrated as an example of excellent cooperation between the two orders of government. In this vein we strongly suggest that the funding and the municipal share of the cost for each project be published on the Department website. This would help New Brunswickers understand how their tax dollars are being put to good use through cooperation between the Province and their local government.

I hope the summer months provide you with some leisure time. Once again I extend an invitation to you to visit Rothesay should you be in the area and I would be glad to host a visit. Please let me know of any plans you may have.

Yours truly,



Dr. Nancy Grant
Mayor

Cc : Rothesay Council



2017 July 30 Open Session FINAL 044
**KENNEBECASIS REGIONAL JOINT BOARD
OF POLICE COMMISSIONERS**

ADDRESS ALL CORRESPONDENCE TO:

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

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

**Dr. Matt Alexander
Chairperson**

**KENNEBECASIS REGIONAL JOINT BOARD
OF POLICE COMMISSIONERS
MEETING HELD AT
KENNEBECASIS REGIONAL POLICE FORCE HEADQUARTERS BUILDING
126 MILLENNIUM DRIVE
QUISPAMIS, NEW BRUNSWICK
ON WEDNESDAY, MAY 24, 2017
AT 4:45 P.M.**

REGULAR MEETING

PRESENT: **Matt Alexander, Chair (Rothesay)**
 Libby O'Hara, Vice-Chair (Quispamsis)
 Richard MacPhee, (Rothesay)
 Peter Bourque (Rothesay)
 Emil Olsen (Quispamsis)
 Nancy Creamer (Quispamsis)
 Tiffany Mackay French (Rothesay)
 Danny Dobson (Quispamsis)
Chief Steve Palmer Ex-Officio Member of the Board
Cherie Madill – Secretary Treasurer of the Board
Debi Stewart – Secretary

ABSENT: **Bill Artiss (Provincial Representative)**

The Chairman brought the Regular Meeting to Order and asked for an approval of the Agenda for May 24, 2017. **MOVED by Nancy Creamer and Seconded by Tiffany Mackay French. MOTION CARRIED.**

**Kennebecasis Regional Joint
Board of Police Commissioners
May 24, 2017
Page 2**

REGULAR MEETING

A Motion was requested by the Chair for the Approval of the Minutes of the Regular Meeting of April 26, 2017. **MOVED by Libby O'Hara and SECONDED BY Peter Bourque. MOTION CARRIED.**

Declaration of Conflict of Interest – Mr. Dobson declared a conflict in regards to anything dealing with transportation.

SECRETARY TREASURER'S REPORT –

Ms Madill provided the Board Members with the April 30th, 2017 Financial Statements. She advised there was not a big change from March the cash position will cover the accounts payable.

Statement of Operations - Cherie advised the revenue is slightly under budget from the budget figure as well as the prior year which is due to loss of the secondments. She also pointed out that in the prior year there was revenue from training and this year there was not.

Crime Control – The second A/Inspector was budgeted for and this individual will be in place May 1, 2017 which will be reflected on the Admin side of the statement. Two new laptops were purchased and are reflected under the equipment category. The mobile radios with the City has not been implemented yet resulting in this category being under budget. Salaries and benefits are under budget due to the delay in hiring. Vehicles are under budget as well as fuel. A new vehicle has not been purchased yet so this category is under budget. Mr. Bourque asked if we were going to purchase two vehicles this year? Cherie advised that we budgeted for two new vehicles.

Building – The maintenance on the building is presently under budget.

Administration - She advised that this is where the 2nd A/Inspector will be reflected and will bring this category more on line with the budget. Professional Fees look high but this is because the Audit Fees were paid. When the Audit was done for 2016 the retirement investment, we usually take our interest and dividends and this is placed into the investments as income and then we take it out as expenses and the net is zero. One of the things that the Board was looking at was the costs for the return of capital sometimes takes the investments down slightly, and the auditors recommended that we

**Kennebecasis Regional Joint
Board of Police Commissioners
May 24, 2017
Page 3**

REGULAR MEETING

record those which results in us showing a slight loss, rather than record them when we sell the investment it is better that we record them this way for budgetary purposes.

At present the surplus is \$171,000 and last year it was \$167,000.

Telecom Fund – This fund is showing a surplus of \$1,000.

Cherie advised that the total surplus at the end of April is \$172,000 as compared to last year of \$168,000.

MOVED By Danny Dobson and SECONDED By Tiffany Mackay French to accept the Secretary-Treasurer's report as circulated. MOTION CARRIED.

CHIEF'S REPORT

Training – Three members attended the ETS Training. One member is presently on a motorcycle course in Saint John. Members have been, and are being trained on the NarCon Nasal spray.

Meetings - Chief Palmer advised that he attended the Hestia House Meeting and the Deputy Chief has attended two Provincial PIMITS meeting.

Items of Interest

The Chief advised that he attend the Emergency Operations Center naming for Brian Shanks.

Sgt. Scott will be attending on June 10-11, in Prince Edward Island, the Canada 9-1-1 Ride which is a police, fire, ambulance, first responder motorcycle ride.

The Chief provided the Board members with handouts for the various Public Relations Events that have and will be taking place. Cpl. Belliveau, the Public Relations Officer was in attendance and provided an in depth explanation to all of the events.

**Kennebecasis Regional Joint
Board of Police Commissioners
May 24, 2017
Page 4**

REGULAR MEETING

COMMITTEE REPORTS

Personnel - The Chairman advised that the Chief requested some direction on the hiring of two new officers. He advised that there was a Motion made that he go ahead with the hiring of two officers.

Building and Grounds – There was nothing new to report. Mr. Dobson asked if the turning the beds was part of the contract.

Insurance - Mr. Bourque advised that a meeting had been set to meet with Claude Babineau in this regard but this will be cancelled and a new meeting will be set with Mr. Stephen who will be our new agent of record. He further advised that the employment practices insurance documentation has been forwarded to Cain Insurance.

Finance – Nothing to report.

Transportation - Mr. Bourque advised that one of our older, high mileage vehicles was sold for \$2,100.00.

Communications – Nothing to report.

Policy Committee - The Chairman advised that Mr. Artiss is finalizing the Board Policy Document and that it would probably be forwarded to the board members prior to the next meeting for their review.

Regional Service Commission – Nothing to report.

Sick Pay Retirement Ad Hoc Committee - Mr. Dobson advised that this Committee has not met recently.


Correspondence – Nothing to report.

NEW BUSINESS - Nothing was brought forth.

**MOVED By Emil Olsen and SECONDED By Tiffany Mackay French to Adjourn.
MOTION CARRIED.**



CHAIR



SECRETARY

KENNEBECASIS REGIONAL JOINT BOARD OF POLICE COMMISSIONERS
STATEMENT OF FINANCIAL POSITION
As at May 31, 2017

| | <u>2017</u> | <u>2016</u> |
|--------------------------------------|-------------------|-------------------|
| -----Financial assets----- | | |
| Cash - General | 327,900 | 363,412 |
| Sick Pay/ Retirement Investments | 857,942 | 784,154 |
| Accounts Receivable | 57,784 | 65,114 |
| Sales tax recoverable | 22,852 | 21,203 |
| | <u>1,266,478</u> | <u>1,233,883</u> |
| ----Liabilities----- | | |
| Accounts payable and accrued | 201,383 | 174,286 |
| Vested sick leave/retirement accrual | 759,186 | 777,468 |
| Sick leave replacement | 13,299 | 13,299 |
| Accrued pension benefit liability | 749,100 | 915,100 |
| Debenture payable | <u>1,210,000</u> | <u>1,338,000</u> |
| | <u>2,932,968</u> | <u>3,218,153</u> |
| NET ASSETS (DEBT) | <u>-1,666,490</u> | <u>-1,984,270</u> |
| ----Non-Financial Assets----- | | |
| Tangible capital assets (see page 2) | 3,776,370 | 3,594,248 |
| Accumulated amortization | <u>-1,426,406</u> | <u>-1,287,060</u> |
| | <u>2,349,964</u> | <u>2,307,188</u> |
| Unamortized Debenture costs | 9,627 | 10,799 |
| Prepaid expenses | <u>117,305</u> | <u>88,701</u> |
| | <u>2,476,897</u> | <u>2,406,688</u> |
| ACCUMULATED SURPLUS | <u>810,407</u> | <u>422,419</u> |
| Assets | 3,743,374 | 3,640,571 |
| Liabilities | 3,743,374 | 3,640,571 |

KENNEBECASIS REGIONAL JOINT BOARD OF POLICE COMMISSIONERS
SCHEDULE OF TANGIBLE CAPITAL ASSETS
May 31, 2017

20172016

| -----TANGIBLE CAPITAL ASSETS----- | | | | |
|--|------------------------------|-----------|-----------|------------------------|
| | Balance beginning of year | Additions | Disposals | Balance end of year |
| <i>Millennium Drive</i> | | | | |
| Land | 194,248 | | | 194,248 |
| Building - Roof | 42,677 | | | 42,677 |
| Mechanical | 250,628 | | | 250,628 |
| Electrical | 330,543 | | | 330,543 |
| Other | 520,640 | | | 520,640 |
| Structure | 1,106,997 | | | 1,106,997 |
| | 2,251,484 | 0 | | 2,251,484 |
| Accumulated amortization | -690,096 | -66,022 | | -756,117 |
| Net book value of Building | 1,561,389 | -66,022 | 0 | 1,495,367 |
| Paving | 52,600 | | | 52,600 |
| Accumulated amortization | -27,615 | -2,630 | | -30,245 |
| Net book value of paving | 24,985 | -2,630 | 0 | 22,355 |
| Landscaping | 3,268 | | | 3,268 |
| Accumulated amortization | -3,268 | | | -3,268 |
| Net book value of landscaping | 0 | 0 | 0 | 0 |
| <i>Furnishings</i> | 177,330 | 21,058 | | 198,387 |
| Accumulated amortization | -93,098 | -9,393 | | -102,491 |
| Net book value of furnishings | 84,232 | 11,665 | 0 | 95,896 |
| <i>Machinery & equipment</i> | 61,696 | 26,605 | | 88,300 |
| Accumulated amortization | -46,684 | -3,096 | | -49,781 |
| Net book value of equipment | 15,011 | 23,508 | 0 | 38,520 |
| <i>Information technology equipment</i> | 278,729 | 62,184 | | 340,913 |
| Accumulated amortization | -119,484 | -48,514 | | -167,998 |
| Net book value of IT equipment | 159,245 | 13,670 | 0 | 172,915 |
| <i>Vehicles</i> | 574,893 | 161,469 | -89,193 | 647,169 |
| Accumulated amortization | -306,814 | -92,885 | 83,193 | -316,506 |
| Net book value of vehicles | 268,079 | 68,584 | -6,000 | 330,663 |
| Total Tangible Capital assets | 3,594,248 | 271,316 | -89,193 | 3,776,370 |
| Total Accumulated amortization | -1,287,060 | -222,540 | 83,193 | -1,426,406 |
| Net Book Value | 2,307,188 | 48,776 | -6,000 | 2,349,964 |

KENNEBECASIS REGIONAL JOINT BOARD OF POLICE COMMISSIONERS
STATEMENT OF OPERATIONS
FIVE MONTHS ENDING MAY 31, 2017

Page 3

| | ----- FIVE MONTHS ----- | | | | |
|------------------------------|-------------------------|-------|-------------|------------------|-------------|
| | --ACTUAL-- | | PRIOR YR | -----BUDGET----- | |
| REVENUE: | | | | | |
| Fees | 23,355 | -7% | \$28,951 | \$25,000 | \$60,000 |
| Taxi & Traffic Bylaw | 3,667 | 76% | 6,587 | 2,083 | 5,000 |
| Interest income | 2,005 | -4% | 2,028 | 2,083 | 5,000 |
| Retirement investment income | 8,836 | 12% | 7,781 | 7,917 | 19,000 |
| Retirement gains/-losses | -4,218 | | | | |
| Secondments | 97,328 | -21% | 161,448 | 122,500 | 294,000 |
| | 130,973 | -18% | 206,795 | 159,583 | 383,000 |
| EXPENDITURE: | | | | | |
| CRIME CONTROL | | | | | |
| Salaries | 1,352,394 | -6% | \$1,414,163 | 1,440,139 | \$3,456,334 |
| Benefits | 268,439 | -7% | 267,318 | 288,028 | 691,267 |
| Training | 14,655 | -13% | 8,478 | 16,875 | 40,500 |
| Equipment | 1,366 | -84% | 1,322 | 8,333 | 20,000 |
| Equip repairs & IT support | 862 | -48% | 1,319 | 1,667 | 4,000 |
| Communications | 23,422 | -32% | 25,735 | 34,250 | 82,200 |
| Office function | 6,573 | -1% | 5,672 | 6,667 | 16,000 |
| Leasing | 5,468 | 7% | 4,400 | 5,125 | 12,300 |
| Policing-general | 12,416 | -8% | 12,612 | 13,542 | 32,500 |
| Insurance | 4,703 | -3% | 4,703 | 4,850 | 11,639 |
| Uniforms | 19,174 | 28% | 15,015 | 15,000 | 36,000 |
| Prevention/p.r. | 2,606 | -11% | 1,728 | 2,917 | 7,000 |
| Investigations | 15,264 | 26% | 9,074 | 12,083 | 29,000 |
| Detention | 10,875 | 0% | 10,775 | 10,875 | 26,100 |
| Taxi & Traffic Bylaw | 709 | 240% | 259 | 208 | 500 |
| Auxillary | | -100% | 70 | 625 | 1,500 |
| Public Safety | 14,143 | 0% | 11,667 | 14,143 | 33,943 |
| | 1,753,068 | -7% | 1,794,310 | 1,875,326 | 4,500,783 |
| VEHICLES | | | | | |
| Fuel | 41,075 | -6% | 35,822 | 43,750 | 105,000 |
| Maint./repairs | 26,818 | -24% | 30,633 | 35,417 | 85,000 |
| Insurance | 10,487 | 20% | 8,466 | 8,720 | 20,928 |
| New vehicles | -2,100 | -107% | 18,968 | 31,667 | 76,000 |
| Equipment | 567 | -77% | | 2,500 | 6,000 |
| | 76,847 | -37% | 93,889 | 122,053 | 292,928 |

KENNEBECASIS REGIONAL JOINT BOARD OF POLICE COMMISSIONERS
STATEMENT OF OPERATIONS
FIVE MONTHS ENDING MAY 31, 2017

Page 4

| | | -----FIVE MONTHS----- | | | |
|----------------------------------|------------------|-----------------------|------------------|------------------|------------------|
| | | ----- | ----- | PRIOR YR | -----BUDGET----- |
| | | --ACTUAL-- | | | |
| EXPENDITURE continued: | | | | | |
| BUILDING | | | | | |
| Maintenance | 9,974 | -36% | 9,919 | 15,625 | 37,500 |
| Cleaning | 9,484 | -5% | 9,576 | 10,000 | 24,000 |
| Electricity | 19,721 | 1% | 22,511 | 19,583 | 47,000 |
| Taxes | 19,263 | 0% | 18,692 | 19,317 | 46,360 |
| Insurance | 2,354 | 1% | 2,263 | 2,331 | 5,595 |
| Grounds | 6,503 | 42% | 7,414 | 4,583 | 11,000 |
| Interest on Debenture | 12,519 | 0% | 13,146 | 12,500 | 30,000 |
| Debenture Principal | 54,167 | 0% | 53,334 | 54,167 | 130,000 |
| | <u>133,985</u> | -3% | <u>136,855</u> | <u>138,106</u> | <u>331,455</u> |
| ADMINISTRATION | | | | | |
| Salaries | 248,493 | -11% | 252,814 | 279,874 | 671,698 |
| Benefits | 53,493 | -5% | 54,632 | 56,301 | 135,123 |
| Professional Fees | 19,295 | 13% | 20,131 | 17,083 | 41,000 |
| Travel/Training | 1,411 | -74% | 7,334 | 5,417 | 13,000 |
| Board Travel/Expenses | 837 | -60% | 1,069 | 2,083 | 5,000 |
| Insurance | 523 | -3% | 522 | 538 | 1,292 |
| Labour Relations | 18,974 | 204% | 4,340 | 6,250 | 15,000 |
| Sick Pay/Retirement | | -100% | | 25,104 | 60,250 |
| Retirement int & dividends | 4,618 | -42% | 7,781 | 7,917 | 19,000 |
| 2nd prior year (surplus) deficit | -47,503 | | -46,953 | -47,503 | -114,007 |
| | <u>300,140</u> | -15% | <u>301,670</u> | <u>353,065</u> | <u>847,356</u> |
| | 2,133,066 | -8% | 2,119,929 | 2,328,968 | 5,589,522 |
| CONTRIBUTED BY MEMBERS | <u>2,328,968</u> | | <u>2,279,435</u> | <u>2,328,968</u> | <u>5,589,522</u> |
| SURPLUS (DEFICIT) | <u>195,902</u> | | <u>\$159,506</u> | <u>\$0</u> | <u>\$0</u> |
| TELECOM FUND | | | | | |
| City of SJ telecomm services | 140,462 | 0% | 133,364 | 140,462 | 337,108 |
| Data Networking charges | 4,085 | | 4,051 | 4,280 | 10,273 |
| Retirees health insurance | -537 | | -623 | 625 | 1,500 |
| 2nd prior year (surplus) deficit | 40 | 0% | 901 | 40 | 97 |
| | <u>144,049</u> | | <u>137,693</u> | <u>145,408</u> | <u>348,978</u> |
| CONTRIBUTED BY MEMBERS | <u>145,407</u> | | <u>139,172</u> | <u>145,408</u> | <u>348,978</u> |
| SURPLUS (DEFICIT) | <u>1,358</u> | | <u>\$1,479</u> | <u>\$0</u> | <u>\$0</u> |
| Total surplus (deficit) | <u>197,260</u> | | <u>\$160,985</u> | | |

KENNEBECASIS REGIONAL JOINT BOARD OF POLICE COMMISSIONERS pg 5
NOTES TO THE FINANCIAL STATEMENTS
May 31, 2017

STATEMENT OF FINANCIAL POSITION

| | | |
|---|---------|---------------------|
| BANK balance | | 327,900 at May 31 |
| ACCOUNTS PAYABLE balance | 201,383 | |
| Debenture costs to be paid in June & December | -66,198 | |
| | ----- | |
| Current Accounts Payable | | 135,186 Paid in Jun |
| | | ----- |
| Extra (Shortfall) in bank account | | 192,714 |

Prepays include insurance, snowplowing, annual alarm contracts, property taxes and Managed Health Care's deposit

STATEMENT OF OPERATIONS

Revenue:

- * Secondments - budgeted for three secondments for the whole year
- Two of the secondments done April 1/17 - one restarted June 1/17

Crime Control:

- * Salaries - three vacancies are currently being filled by temporary terms
- * Benefits Health insurance 2017: \$63,295 2016: \$56,308 12.41% increase
- Retirees health insurance 2017: -\$582 2016: -\$758
- The retirees paid \$582 more than the actual costs in 2017

| | |
|-------------------------------|---------|
| Overtime costs at Jun 3, 2017 | \$7,378 |
| OT | \$3,168 |
| Call out OT | \$95 |
| Court OT | \$4,115 |

| | |
|-------------------------------|---------|
| Overtime costs at Jun 4, 2016 | \$9,822 |
| OT | \$3,928 |
| Call out OT | \$746 |
| Court OT | \$5,148 |

| | | |
|------------------------|-------------|----------|
| Change over prior year | OT | -\$760 |
| | Call out OT | -\$651 |
| | Court OT | -\$1,033 |
| | | ----- |
| | | -\$2,444 |

Court OT - new court system in Saint John causing scheduling problems

Administration:

- * Benefits Health Insurance 2017: \$12,879 2016: \$13,882

Telecom:

- * Retirees health insurance 2017: \$-537 2016: \$-699
- This year with only one retiree the costs are less

2017 Call Report

| | Jan | Feb | Mar | Apr | May | Jun-22 | YEAR TO DATE (June 22, 2017) |
|----------------------------|-----|-----|-----|-----|-----|--------|---------------------------------|
| 911 Calls | 10 | 13 | 15 | 16 | 13 | 5 | 72 |
| Alarm | 28 | 30 | 35 | 25 | 33 | 23 | 174 |
| Animal Complaint | 4 | 4 | 10 | 4 | 9 | 4 | 35 |
| Assault | 5 | 2 | 8 | 7 | 6 | | 28 |
| Assist Other Agency | 2 | 1 | 5 | 10 | 15 | 8 | 41 |
| Assist Public | 12 | 13 | 10 | 17 | 13 | 4 | 69 |
| Breach Court Order | 2 | | 3 | 1 | | 1 | 7 |
| Breach of Peace | 2 | 2 | 1 | | 1 | | 6 |
| Break & Enter | 1 | | 3 | 3 | 1 | | 8 |
| Child Welfare | 2 | 1 | 2 | | | | 5 |
| Civil Matter | | | 2 | 8 | | 3 | 13 |
| Disturbances | 3 | 5 | 3 | 16 | 12 | 5 | 44 |
| Domestic Dispute | 16 | 12 | 9 | 11 | 12 | 5 | 65 |
| Driving Complaint | | | 2 | 3 | 8 | 3 | 16 |
| Drug Complaint | 4 | 4 | 6 | 9 | 1 | 5 | 29 |
| Family Services | | | | 2 | | | 2 |
| Found Property | 4 | | 4 | 9 | 1 | 3 | 21 |
| Fraud | 4 | 7 | 6 | 8 | 4 | 5 | 34 |
| Harassment | 4 | 8 | 5 | 2 | 2 | 7 | 28 |
| Hit & Run | 2 | 4 | 1 | 1 | | 1 | 9 |
| Impaired Driving Complaint | 5 | 7 | 3 | 9 | 12 | 6 | 42 |
| Internet Complaint | 1 | 1 | | | 1 | | 3 |
| Intoxicated Person | 1 | | | 1 | | 2 | 4 |
| Liquor Control Act | 1 | | | 3 | 4 | | 8 |
| Lost Property | 1 | | 1 | 1 | | 4 | 7 |
| Mental Health | 4 | 1 | 5 | 12 | 6 | 5 | 33 |
| Mischief | 5 | 1 | 1 | 6 | 10 | 11 | 34 |
| Missing Person | 3 | | 1 | 1 | 4 | | 9 |
| Motor Vehicle Accidents | 41 | 40 | 34 | 23 | 21 | 19 | 178 |
| Noise Complaint | 3 | | 2 | 2 | 5 | 3 | 15 |
| Off Road Vehicle Complaint | | | | 1 | | | 1 |
| Parking | 4 | 9 | 2 | 3 | 5 | 1 | 24 |
| Police Assist | 6 | 1 | | | | | 7 |
| Police to Fire | 3 | 3 | 3 | 5 | 3 | 1 | 18 |
| Police to Medical Call | 5 | 5 | 7 | 10 | 2 | 3 | 32 |
| Possession of a Weapon | 1 | | | | | | 1 |
| Possible Impaired Driver | 6 | | | | | | 6 |
| Property Lost | 4 | | | | | | 4 |
| Public Relations | | 1 | 4 | 8 | 7 | 3 | 23 |
| Request for Service | 9 | | | | 2 | | 11 |
| Robbery | | | | | | 1 | |
| Suspended Driver | 1 | | | 1 | 1 | 1 | 4 |
| Suspicious Activity | 7 | 5 | 7 | 15 | 8 | 6 | 48 |
| Suspicious Person | 2 | 2 | 3 | 5 | 16 | 9 | 37 |
| Theft | 12 | 8 | 16 | 17 | 18 | 17 | 88 |
| Threats | 1 | 1 | 4 | 3 | 4 | 3 | 16 |
| Tickets | 105 | 71 | 108 | 113 | 69 | 42 | 508 |
| Traffic Complaint | 13 | 17 | 31 | 20 | 27 | 23 | 131 |
| Trepass | | 1 | 1 | 1 | 2 | | 5 |
| Weapons Complaint | | | 1 | | | | 1 |
| Welfare Check | | 2 | | | 3 | 4 | 9 |

**KENNEBECASIS VALLEY FIRE DEPARTMENT INC BOARD MEETING
FIRE STATION ONE, CAMPBELL DRIVE
APRIL 19, 2017**

Present: Vice Chair Grant Brenan Chief Bill Ireland
 Treasurer Kirk Miller Carlene MacBean, Executive Assistant
 Commissioner Deb Armstrong
 Commissioner John Jarvie
 Commissioner Sean Luck
 Commissioner Robert McIntyre
 Commissioner Miriam Wells

1.0 Call to Order

Acting Chair Brenan called the meeting to order at 8:02 pm.

2.0 Chair's Remarks

None

3.0 Approval of Agenda

Moved by K. Miller and seconded by S. Luck, to approve the agenda with the following addition (document distributed to all members at the meeting):

- Addition of 7.4 Letter from Town of Quispamsis re: Appointment to the Kennebecasis Valley Fire Board

CARRIED

4.0 Conflict of Interest

None

5.0 Approval of Previous Minutes

5.1 February 8, 2017

Moved by J. Jarvie and seconded by D. Armstrong, that the minutes of February 8, 2017 be approved as presented.

CARRIED

6.0 Unfinished Business

6.1 Chemical Detoxification Unit

Moved by M. Wells and seconded by D. Armstrong, to proceed with the installation of the wellness equipment from the 2016 capital budget purchase.

On the vote:

YEA – K. Miller, S. Luck, R. McIntyre, M. Wells, D. Armstrong, J. Jarvie

NAY – G. Brennan

CARRIED

Moved by J. Jarvie and seconded by D. Armstrong, to coordinate use of the unit with other departments.

CARRIED

7.0 Correspondence

7.1 Letter from Barbara Kierstead-Shanks re Donation In Memory of Brian Shanks

Moved by J. Jarvie and seconded by M. Wells to receive and file.

CARRIED

7.2 Letter from Town of Rothesay re: 2016 Surplus Funds Re-allocation

Moved by J. Jarvie and seconded by M. Wells to receive and file.

CARRIED

7.3 Annual Report

Moved by S. Luck and seconded by R. McIntyre to receive and file.

On the question:

Commissioner Wells asked where the annual report is available. Chief Ireland responded copies are available at Station One and on the department website.

CARRIED

7.4 Letter from Town of Quispamsis re: Appointment to the Kennebecasis Valley Fire Board

Moved by D. Armstrong and seconded by J. Jarvie to receive and file.

CARRIED

8.0 New Business

8.1 Election of Chair

Commissioner Miller resigned as Treasurer and was then nominated for the position of Chair and accepted the motion. No other nominations were made.

Moved by M. Wells and seconded by D. Armstrong, that Commissioner Miller be elected as Chair for the 2017 term.

CARRIED

Commissioner Luck was nominated for the position of Treasurer and accepted the nomination. No other nominations were made.

Moved by M. Wells and seconded by K. Miller, that Commissioner Luck be elected as Treasurer for the 2017 term.

CARRIED

8.2 Location of Future Meetings

Alternate between both Town offices until at least September, or the conclusion of the collective bargaining process.

9.0 Financial

9.1 Draft Audited Financial Statements for the Twelve months ended December 31, 2016

Moved by D. Armstrong and seconded by R. McIntyre to receive and file the draft audited financial statements for the twelve months ended December 31, 2016.

CARRIED

9.2 Appointment of Auditor for 2017

Moved by J. Jarvie and seconded by G. Brennan, the reappointment of the accounting firm of Teed Saunders Doyle as the 2017 auditors of the Kennebecasis Valley Fire Department Inc with the fee to be determined.

CARRIED

9.3 Draft Financial Statements for the Two Months Ended February 28, 2017

Moved by J. Jarvie and seconded by G. Brennan to receive and file the draft financial statements for the two months ended February 28, 2017.

CARRIED

10.0 Business Arising from Committee of the Whole

None

11.0 Reports

11.1 Chief's Report

Moved by D. Armstrong and seconded by J. Jarvie to receive and file.

CARRIED

11.2 Response Summary

Moved by D. Armstrong and seconded by J. Jarvie to receive and file.

CARRIED

12.0 Adjournment

Moved by D. Armstrong that the meeting be adjourned at 8:35 pm.

Date of next meeting – June 14, 2017

Respectfully submitted,

CHAIR



SECRETARY / TREASURER



Kennebecasis Valley Fire Department Inc.

2017 July 10 Open Session FINAL_059

Statement of Expense with Budget Variance For the months ending February 2017

9.3

| | BUDGET | ACTUAL | VARIANCES | BUDGET | Actual |
|---|--------------|--------------|----------------|-------------|-----------|
| | YEAR TO DATE | YEAR to DATE | YEAR TO DATE | 2017 | Feb 2016 |
| | | | (Under Budget) | | |
| EXPENSES: | | | | | |
| ADMINISTRATION: | | | | | |
| 9 Admin. Wages and Benefits | \$94,532 | \$90,466 | (\$4,066) | \$584,500 | \$88,760 |
| 10 Convention/ Dues/ Training | \$3,000 | \$2,159 | (\$841) | \$16,000 | \$2,236 |
| 11 Professional Services | \$0 | \$324 | \$324 | \$34,500 | \$0 |
| 12 Office Supplies / Copy Machine/ S/C | \$1,283 | \$125 | (\$1,158) | \$7,700 | \$220 |
| 13 Computer Hardware/Software/IT | \$620 | \$635 | \$14 | \$10,000 | \$415 |
| 14 Station Telephone/ Internet | \$2,397 | \$1,147 | (\$1,250) | \$14,383 | \$1,056 |
| 16 | \$101,833 | \$94,856 | (\$6,977) | \$667,083 | \$92,687 |
| FIREFIGHTING FORCE: | | | | | |
| 17 Salaries Basic | \$379,182 | \$366,372 | (\$12,811) | \$2,473,502 | \$390,521 |
| 18 Overtime | \$8,248 | \$6,705 | (\$1,543) | \$56,000 | \$3,632 |
| Vacation Pay on Retirement | \$0 | \$0 | \$0 | \$9,698 | \$0 |
| 19 Force Benefits | \$116,992 | \$114,128 | (\$2,864) | \$578,000 | \$93,610 |
| 20 Clothing/Uniform Maintenance | \$4,500 | \$1,286 | (\$3,214) | \$27,000 | \$1,345 |
| 21 Medical and Fitness Training | \$2,600 | \$2,600 | \$0 | \$20,400 | \$2,058 |
| 22 Career Recognition | \$0 | \$0 | \$0 | \$3,000 | \$0 |
| 23 Holiday Relief Wages & Overtime | \$15,176 | \$27,410 | \$12,235 | \$303,000 | \$26,460 |
| 24 Holiday Relief Benefits | \$16,417 | \$16,424 | \$7 | \$102,500 | \$11,216 |
| Volunteer Expenses | \$0 | \$0 | \$0 | \$0 | \$5,662 |
| 26 | \$543,114 | \$534,925 | (\$8,189) | \$3,573,100 | \$534,504 |
| TELECOMMUNICATIONS | | | | | |
| 27 Cellular Telephone | \$1,102 | \$741 | (\$361) | \$6,610 | \$794 |
| 28 Communication Equipment | \$2,000 | \$1,752 | (\$248) | \$10,000 | \$31 |
| 29 Maintenance/ Repairs | \$250 | | (\$250) | \$1,500 | \$0 |
| 30 | \$3,352 | \$2,493 | (\$859) | \$18,110 | \$825 |
| INSURANCE: | | | | | |
| 31 Insurance | \$33,317 | \$34,349 | \$1,032 | \$33,317 | \$32,987 |
| 32 | \$33,317 | \$34,349 | \$1,032 | \$33,317 | \$32,987 |
| PREVENTION AND TRAINING | | | | | |
| 33 Firefighter/Co. Officer Training | \$3,000 | \$3,184 | \$184 | \$36,000 | \$1,887 |
| 34 Fire Prevention and Public Education | \$612 | \$70 | (\$542) | \$10,000 | \$433 |
| 35 Training Supplies | \$0 | \$0 | \$0 | \$2,000 | \$4 |
| 36 | \$3,612 | \$3,254 | (\$358) | \$48,000 | \$2,324 |
| FACILITIES | | | | | |
| 37 Station 1 Operating | \$16,683 | \$13,418 | (\$3,265) | \$168,329 | \$15,005 |
| 38 Station 2 Operating | \$3,617 | \$3,691 | \$75 | \$21,700 | \$3,617 |
| 39 Station 2 Rent | \$8,151 | \$8,151 | (\$0) | \$48,907 | \$7,990 |
| 40 Station Supplies | \$1,750 | \$2,607 | \$857 | \$10,500 | \$441 |
| 41 | \$30,201 | \$27,867 | (\$2,334) | \$249,436 | \$27,053 |
| FLEET | | | | | |
| 42 Vehicle Fuel | \$2,273 | \$1,850 | (\$422) | \$25,000 | \$1,664 |
| 43 Vehicle Registration | \$270 | \$266 | (\$4) | \$550 | \$301 |
| 45 Vehicle Maint & Repairs | \$10,500 | \$8,843 | (\$1,657) | \$63,000 | \$6,846 |
| 46 | \$13,043 | \$10,959 | (\$2,083) | \$88,550 | \$8,811 |
| OPERATIONS | | | | | |
| 47 New Equipment | \$2,917 | \$3,111 | \$195 | \$17,500 | \$1,459 |
| 48 Maint & Repairs - Equipment | \$875 | \$2,008 | \$1,133 | \$16,000 | \$1,674 |
| 49 Maint & Repairs - Bunker Gear | \$0 | \$0 | \$0 | \$7,000 | \$0 |
| 50 Medical Supplies | \$750 | \$1,290 | \$540 | \$4,500 | \$676 |
| 51 Firefighter Supplies | \$583 | \$0 | (\$583) | \$3,500 | \$41 |
| 52 Health & Safety | \$250 | \$197 | (\$53) | \$1,500 | (\$69) |
| 53 H&S Cause Determination | \$83 | \$0 | (\$83) | \$500 | \$0 |
| 54 | \$5,458 | \$6,607 | \$1,148 | \$50,500 | \$3,781 |
| WATER COSTS: | | | | | |
| 55 Water Costs - Rothesay | \$6,051 | \$6,050 | (\$0) | \$24,201 | \$5,874 |
| 56 Water Costs - Quispamsis | \$1,126 | \$1,126 | \$0 | \$4,504 | \$1,098 |
| 57 | \$7,177 | \$7,176 | (\$0) | \$28,705 | \$6,972 |
| OTHER: | | | | | |
| 58 Miscellaneous | \$483 | \$713 | \$229 | \$2,900 | \$502 |
| 59 Retirement Allowance | \$8,333 | \$9,967 | \$1,633 | \$50,000 | \$8,333 |
| 60 | \$8,817 | \$10,679 | \$1,863 | \$52,900 | \$8,835 |
| 61 | \$749,923 | \$733,166 | (\$16,757) | \$4,809,701 | \$718,779 |

Kennebecasis Valley Fire Department Inc.

Budget Variances Analysis greater than \$5,000

For the 2 months ending February 28, 2017

| Line # | Description | Budget YTD | Actual YTD | Variance | Details |
|--------|--|------------------|------------------|-------------------|---|
| | | | | (Under Budget) | |
| 17 | Firefighting Force: Salaries | \$379,182 | \$366,372 | (\$12,811) | 2017 Budget includes 2.5% increase, union contract not yet negotiated |
| 23 | Holiday Relief Wages & Overtime | \$15,176 | \$27,410 | \$12,235 | Replacement costs for Force members illness |
| | Material Variances | \$394,358 | \$393,782 | (\$576) | |

Kennebecasis Valley Fire Department Inc.

Invoices over \$2,000

For the months of January and February 2017

| Recurring Monthly Invoices | | Amount | Description |
|----------------------------|-----------------------------------|-----------------|---|
| 01/01/17 | Assumption Life | \$25,676 | Group Benefits |
| 01/01/17 | Town of Quispamsis | \$4,076 | Rent - Station 2 |
| 01/12/17 | Receiver General | \$44,474 | payroll liabilities |
| 01/12/17 | BMO | \$69,811 | net wages 1/12/2017 |
| 01/26/17 | Receiver General | \$38,644 | payroll liabilities |
| 01/26/17 | BMO | \$64,504 | net wage 01/26/2017 |
| 01/31/17 | CIBC Mellon | \$39,307 | Pension January 2017 |
| 01/31/17 | I.A.F.F. Local 3591 | \$6,816 | Union Dues |
| 01/31/17 | Worksafe | \$2,824 | worksafe assessment |
| 02/01/17 | Assumption Life | \$26,259 | Group Benefits |
| 02/01/17 | Town of Quispamsis | \$4,076 | Rent - Station 2 |
| 02/09/17 | Receiver General | \$43,238 | payroll liabilities |
| 02/09/17 | BMO | \$67,780 | net wages 02/09/2017 |
| 02/23/17 | Receiver General | \$44,189 | payroll liabilities |
| 02/23/17 | BMO | \$69,085 | net wage 12/29/2016 |
| 02/28/17 | CIBC Mellon | \$40,012 | Pension December 2016 |
| 02/28/17 | I.A.F.F. Local 3591 | \$6,931 | Union Dues |
| 02/28/17 | Worksafe | \$2,937 | Worksafe assessment |
| Non-Recurring Invoices | | Amount | Description |
| 01/01/17 | Rothesay | \$6,050 | 1st Q water |
| 01/01/17 | Hovey Insurance | \$33,287 | 2017 insurance |
| 01/06/17 | Chandler | \$2,160 | supplies |
| 01/31/17 | Morneau Shepell Ltd | \$4,313 | 2016 Retirement Allowance Actuarial |
| 02/09/17 | Worksafe NB | \$30,360 | Firefighter's Compensation Act annual Fee |
| 02/21/17 | KV Auto & Truck Center | \$2,082 | U55, truck repairs |
| 02/23/17 | Irving Energy | \$2,181 | Propane |



Kennebecasis Valley Fire Department

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

April 12, 2017

Recent fire incidents

On February 28th, KVFD responded to a structure fire on Gondola Point Road in Quispamsis. Upon arrival crews reported a large column of black smoke coming from a building near the river's edge. The involved structure was used as a seasonal residence and access to the building was limited because of the snow filled driveway. Crews had to stretch hose lines down an embankment and wade through the snow to attack the fire. By the time water could be applied, the fire had consumed a large portion of the structure and the building was lost. Crews were on-scene for approximately five hours completing the overhaul and cause determination process.

On March 22, KVFD was dispatched to a chimney fire on Old Coach Road just before midnight. Weather conditions were poor with strong winds, blowing snow and significant wind chill values. The crews encountered a significant chimney fire which was being fanned by the high wind and threatened to extend into the structure of the building. Crews quickly went to work checking the attic area for fire extension while a crew on the roof worked to extinguish the fire in the chimney. The following day I received the following message from the homeowners:

"We both wanted to thank-you all for your fast response last night to our chimney fire. You were there in minutes and took care of the fire. I'm still amazed how the fire crew went straight up onto the roof and doused the fire in the middle of howling cold wind and snow. We really appreciate the courtesy and caring you showed us in explaining what was happening and what we would need to do. Honestly, we were amazed that when all was done we had a minimal clean-up and were able to safely return to our home. Thank-you again!"

Management team supports Department vision

Two members of our senior staff are helping us realize our vision to be "recognized as a first-class fire service" by lending their talents to National and International organizations.

In March, Deputy Chief Dan McCoy travelled to Ottawa for the Canadian Association of Fire Chiefs Government Relations Week. Deputy McCoy is the current President of the New Brunswick Association of Fire Chiefs and the New Brunswick representative on the CAFC National Advisory Council. During his visit, he met with Members of Parliament from New Brunswick and other Atlantic provinces to promote issues of national importance to the entire fire service.

In April, Platoon Chief Mike Boyle will travel to Munroe, North Carolina as part of a peer assessment team sent to evaluate the Munroe Fire Department performance in support of their application to renew their accreditation status with the Centre for Public Safety Excellence (CPSE). Platoon Chief Boyle was selected for this assignment based on the supplemental training he took last year when KVFD became a registered agency with CPSE. This evaluation will provide valuable insight and experience that PC Boyle can bring back to our department as we work through our own accreditation process.

KVFD hosts local Co-op student

Beginning in March and continuing into June, KVFD is hosting Rothesay high school student Dillon Ayr-Kincaid as he completes his work term for his co-op program. This is the fourth time over the past seven years that the department has sponsored a local high-school student with a work placement. Dillon will spend two-hours each afternoon assisting the on-duty crew with their daily training and station maintenance duties.

| Response Types Kennebecasis Valley Fire Department (01/01/2017-31/03/2017) | | Jan | Feb | Mar | 2017 YTD | 2016 YTD |
|--|--|-----------|-----------|-----------|-------------|-------------|
| | Fire/explosion - dollar loss [10] | 1 | 6 | 5 | 12 | 9 |
| | Rubbish/grass fire - no dollar loss [12] | 0 | 0 | 1 | 1 | 4 |
| | Chimney Fire [13] | 4 | 2 | 1 | 7 | 0 |
| | Total Fire [10-19] | 5 | 8 | 7 | 20 | 13 |
| | Rescue - Miscellaneous [30] | 1 | 0 | 0 | 1 | 1 |
| | Vehicle Accident [31] | 7 | 7 | 8 | 22 | 32 |
| | Total Rescue or Resuscitation call [30-39] | 8 | 7 | 8 | 23 | 33 |
| | Public Hazard - gasoline or fuel spill [41] | 0 | 1 | 0 | 1 | 1 |
| | Public Hazard - power line down / utility pole hazard [43] | 4 | 1 | 1 | 6 | 3 |
| | Public Hazard - miscellaneous [49] | 1 | 3 | 0 | 4 | 3 |
| | Total Public hazard [40-49] | 5 | 5 | 1 | 11 | 7 |
| | Gas Leak - propane [51] | 2 | 1 | 0 | 3 | 1 |
| | Gas Leak - response to carbon monoxide detector alarm [53] | 3 | 1 | 0 | 4 | 2 |
| | Total Gas leak [50-59] | 5 | 2 | 0 | 7 | 3 |
| | Public Service - first aid [62] | 49 | 52 | 53 | 154 | 146 |
| | Public Service - assist police or other agency [63] | 0 | 1 | 0 | 1 | 4 |
| | Public Service - mutual aid [65] | 0 | 0 | 0 | 0 | 1 |
| | Public Service - animal rescue [66] | 0 | 0 | 0 | 0 | 0 |
| | Public Service - flooding [67] | 1 | 0 | 0 | 1 | 1 |
| | Public Service- miscellaneous [69] | 1 | 0 | 0 | 1 | 4 |
| | Total Public services [60-69] | 51 | 53 | 53 | 157 | 156 |
| | Alarm No Fire - accidental miscellaneous [70] | 3 | 3 | 4 | 10 | 12 |
| | Alarm No Fire - smoke or steam mistaken [71] | 1 | 0 | 1 | 2 | 4 |
| | Alarm No Fire - sprinkler surge or discharge [72] | 0 | 1 | 0 | 1 | 1 |
| | Alarm No Fire - detector activated [73] | 3 | 5 | 5 | 13 | 17 |
| | Alarm No Fire - unknown odours [75] | 1 | 4 | 0 | 5 | 3 |
| | Alarm No Fire - miscellaneous [79] | 1 | 2 | 3 | 6 | 3 |
| | Total Alarm no fire - No malicious intent [70-79] | 9 | 15 | 13 | 37 | 40 |
| | False Alarm (Mischief) - miscellaneous [89] | 0 | 0 | 0 | 0 | 1 |
| | Total False alarm - Mischief [80-89] | 0 | 0 | 0 | 0 | 1 |
| | Total Response Types Kennebecasis Valley Fire | 83 | 90 | 82 | 255 | 253 |

Town of Rothesay

General Fund Financial Statements

May 31, 2017

Includes:

| | |
|--|-------|
| General Capital Fund Balance Sheet | G2 |
| General Reserve Fund Balance Sheet | G3 |
| General Operating Fund Balance Sheet | G4 |
| General Operating Revenue & Expenditures | G5-G9 |
| Variance Report | G10 |
| Project Funding - May | G11 |
| Project Funding - June - Draft | G12 |

Town of Rothesay

Balance Sheet - Capital General Fund 5/31/17

ASSETS

| | |
|---|-------------------|
| Capital Assets - General Land | 4,405,176 |
| Capital Assets - General Fund Land Improvements | 7,807,424 |
| Capital Assets - General Fund Buildings | 5,201,476 |
| Capital Assets - General Fund Vehicles | 1,877,070 |
| Capital Assets - General Fund Equipment | 3,191,957 |
| Capital Assets - General Fund Roads & Streets | 37,051,033 |
| Capital Assets - General Fund Drainage Network | 18,624,607 |
| Capital Assets - Under Construction - General | - |
| | <u>78,158,742</u> |

| | |
|---|---------------------|
| Accumulated Amortization - General Fund Land Improvements | (2,507,159) |
| Accumulated Amortization - General Fund Buildings | (2,079,182) |
| Accumulated Amortization - General Fund Vehicles | (1,236,327) |
| Accumulated Amortization - General Fund Equipment | (930,882) |
| Accumulated Amortization - General Fund Roads & Streets | (17,964,076) |
| Accumulated Amortization - General Fund Drainage Network | (6,174,905) |
| | <u>(30,892,530)</u> |

\$ 47,266,212

LIABILITIES AND EQUITY

| | |
|---------------------------------------|-----------|
| Gen Capital due to/from Gen Operating | (724,040) |
| Total Long Term Debt | 8,977,000 |

Total Liabilities \$ 8,252,960

| | |
|---|------------|
| Investment in General Fund Fixed Assets | 39,013,252 |
|---|------------|

\$ 47,266,212

Town of Rothesay

Balance Sheet - General Fund Reserves

5/31/17

ASSETS

| | |
|--|---------------------|
| BNS General Operating Reserve #214-15 | 792,932 |
| BNS General Capital Reserves #2261-14 | 1,009,880 |
| BNS - Gas Tax Reserves - GIC | 4,246,450 |
| Gen Reserves due to/from Gen Operating | 10,070 |
| | <u>\$ 6,059,333</u> |

LIABILITIES AND EQUITY

| | |
|---|---------------------|
| Def. Rev - Gas Tax Fund - General | 4,081,145 |
| Invest. in General Capital Reserve | 863,534 |
| General Gas Tax Funding | 165,306 |
| Invest. in General Operating Reserve | 800,499 |
| Invest. in Land for Public Purposes Reserve | 97,314 |
| Invest. in Town Hall Reserve | 51,536 |
| | <u>\$ 6,059,333</u> |

Town of Rothesay
Balance Sheet - General Operating Fund
5/31/17

CURRENT ASSETS

| | |
|--|-------------------------|
| Cash | 1,600,927 |
| Receivables | 62,198 |
| HST Receivable | 168,843 |
| Inventory | 52,153 |
| Gen Operating due to/from Util Operating | 872,410 |
| Total Current Assets | <u>2,756,532</u> |
| Other Assets: | |
| Projects | <u>492,135</u> |
| | <u>492,135</u> |
| TOTAL ASSETS | <u>3,248,666</u> |

CURRENT LIABILITIES AND EQUITY

| | |
|--|-------------------------|
| Accounts Payable | 587,477 |
| Other Payables | 393,547 |
| Gen Operating due to/from Gen Reserves | 10,070 |
| Gen Operating due to/from Gen Capital | 724,040 |
| Accrued Sick Leave | 13,300 |
| Accrued Pension Obligation | 142,000 |
| Accrued Retirement Allowance | 320,425 |
| Def. Rev-Quispamsis/Library Share | 70,395 |
| TOTAL LIABILITIES | <u>2,261,253</u> |

EQUITY

| | |
|----------------------------------|-------------------------|
| Retained Earnings - General | (75,098) |
| Surplus/(Deficit) for the Period | <u>1,062,511</u> |
| | <u>987,413</u> |
| | <u>3,248,666</u> |

Town of Rothesay

Statement of Revenue & Expenditure
5 Months Ended 5/31/17

| | CURRENT MONTH | BUDGET FOR MONTH | CURRENT Y-T-D | BUDGET Y-T-D | VARIANCE Better(Worse) | NOTE # | ANNUAL BUDGET |
|---------------------------------------|--------------------|---------------------|--------------------|--------------------|---------------------------|-----------|---------------------|
| REVENUE | | | | | | | |
| Warrant of Assessment | 1,277,635 | 1,277,635 | 6,388,175 | 6,388,176 | (1) | | 15,331,622 |
| Sale of Services | 26,063 | 21,958 | 159,347 | 152,292 | 7,056 | | 339,700 |
| Services to Province of New Brunswick | 5,000 | 5,000 | 25,000 | 25,000 | 0 | | 60,000 |
| Other Revenue from Own Sources | 14,257 | 7,682 | 52,354 | 38,408 | 13,945 | | 92,180 |
| Unconditional Grant | 9,998 | 9,997 | 49,984 | 49,987 | (3) | | 119,968 |
| Conditional Transfers | 4,700 | 0 | 7,200 | 1,500 | 5,700 | | 21,500 |
| Other Transfers | 0 | 0 | 240,030 | 240,030 | (0) | | 930,030 |
| | <u>\$1,337,653</u> | <u>\$1,322,273</u> | <u>\$6,922,090</u> | <u>\$6,895,393</u> | <u>\$26,697</u> | | <u>\$16,895,000</u> |
| EXPENSES | | | | | | | |
| General Government Services | 98,838 | 117,411 | 811,667 | 876,453 | 64,786 | | 2,039,246 |
| Protective Services | 541,090 | 543,167 | 2,316,315 | 2,326,088 | 9,773 | | 4,785,048 |
| Transportation Services | 209,869 | 218,873 | 1,491,840 | 1,569,919 | 78,079 | | 3,329,876 |
| Environmental Health Services | 76,639 | 87,083 | 263,957 | 275,417 | 11,460 | | 620,000 |
| Environmental Development | 31,382 | 46,865 | 232,951 | 288,821 | 55,870 | | 633,947 |
| Recreation & Cultural Services | 107,673 | 140,955 | 731,825 | 812,083 | 80,258 | | 1,991,932 |
| Fiscal Services | 9,856 | 9,931 | 11,023 | 11,331 | 307 | | 3,494,951 |
| | <u>\$1,075,347</u> | <u>\$1,164,286</u> | <u>\$5,859,579</u> | <u>\$6,160,111</u> | <u>\$300,532</u> | | <u>\$16,895,000</u> |
| Surplus (Deficit) for the Year | <u>\$262,306</u> | <u>\$157,986</u> | <u>\$1,062,511</u> | <u>\$735,282</u> | <u>\$327,229</u> | | <u>\$ -</u> |

Town of Rothesay
Statement of Revenue & Expenditure
5 Months Ended 5/31/17

| | CURRENT MONTH | BUDGET FOR MONTH | CURRENT Y-T-D | BUDGET YTD | VARIANCE Better(Worse) | NOTE # | ANNUAL BUDGET |
|--|------------------|---------------------|------------------|----------------|---------------------------|-----------|------------------|
| REVENUE | | | | | | | |
| Sale of Services | | | | | | | |
| Bill McGuire Memorial Centre | 4,130 | 2,500 | 14,380 | 12,500 | 1,880 | | 30,000 |
| Town Hall Rent | 600 | 833 | 2,522 | 4,167 | (1,645) | 1 | 10,000 |
| Arena Revenue | 12,702 | 13,000 | 127,098 | 125,000 | 2,098 | | 236,200 |
| Community Garden | 1,120 | 125 | 1,080 | 625 | 455 | | 1,500 |
| Recreation Programs | 7,511 | 5,500 | 14,267 | 10,000 | 4,267 | 2 | 62,000 |
| | <u>26,063</u> | <u>21,958</u> | <u>159,347</u> | <u>152,292</u> | <u>7,056</u> | | <u>339,700</u> |
| Other Revenue from Own Sources | | | | | | | |
| Licenses & Permits | 11,136 | 7,083 | 26,558 | 35,417 | (8,859) | 3 | 85,000 |
| Recycling Dollies & Lids | 5 | 42 | 150 | 208 | (59) | | 500 |
| Interest & Sundry | 1,523 | 417 | 4,316 | 2,083 | 2,232 | | 5,000 |
| Miscellaneous | 1,578 | 140 | 21,294 | 700 | 20,594 | 4 | 1,680 |
| History Book Sales | 15 | 0 | 36 | 0 | 36 | | 0 |
| | <u>14,257</u> | <u>7,682</u> | <u>52,354</u> | <u>38,408</u> | <u>13,945</u> | | <u>92,180</u> |
| Conditional Transfers | | | | | | | |
| Canada Day Grant | 0 | 0 | 2,500 | 1,500 | 1,000 | | 1,500 |
| Grant - Other | 4,700 | 0 | 4,700 | 0 | 4,700 | 4 | 20,000 |
| | <u>4,700</u> | <u>0</u> | <u>7,200</u> | <u>1,500</u> | <u>5,700</u> | | <u>21,500</u> |
| Other Transfers | | | | | | | |
| Surplus of 2nd Previous Year | 0 | 0 | 10,030 | 10,030 | (0) | | 10,030 |
| Utility Fund Transfer | 0 | 0 | 230,000 | 230,000 | 0 | | 920,000 |
| | <u>0</u> | <u>0</u> | <u>240,030</u> | <u>240,030</u> | <u>(0)</u> | | <u>930,030</u> |
| EXPENSES | | | | | | | |
| General Government Services | | | | | | | |
| Legislative | | | | | | | |
| Mayor | 2,764 | 3,092 | 14,742 | 15,458 | 717 | | 37,100 |
| Councillors | 6,308 | 8,862 | 40,855 | 44,310 | 3,455 | | 106,343 |
| Regional Service Commission 9 | 973 | 0 | 2,046 | 2,146 | 100 | | 4,291 |
| NMNB-FCM Local Gov'ts for Sustainability | 0 | 0 | 9,000 | 9,000 | 0 | | 9,000 |
| Other | 250 | 1,417 | 3,937 | 6,083 | 2,147 | | 13,000 |
| | <u>10,295</u> | <u>13,370</u> | <u>70,579</u> | <u>76,997</u> | <u>6,418</u> | | <u>169,734</u> |
| Administrative | | | | | | | |
| Office Building | 6,876 | 7,683 | 80,348 | 86,217 | 5,868 | | 142,700 |
| Solicitor | 2,052 | 4,167 | 14,489 | 20,833 | 6,345 | | 50,000 |
| Administration - Wages & Benefits | 70,491 | 69,770 | 378,449 | 382,880 | 4,431 | | 955,300 |
| Supplies | 5,420 | 9,658 | 26,014 | 56,792 | 30,777 | 5 | 133,900 |
| Professional Fees | 333 | 2,500 | 12,065 | 12,500 | 435 | | 30,000 |
| Other | 2,979 | 5,937 | 45,131 | 41,425 | (3,706) | 6 | 84,724 |
| | <u>88,151</u> | <u>99,715</u> | <u>556,496</u> | <u>600,647</u> | <u>44,150</u> | | <u>1,396,624</u> |

2017July10OpenSessionFINAL_070

G7

| | CURRENT MONTH | BUDGET FOR MONTH | CURRENT Y-T-D | BUDGET YTD | VARIANCE Better(Worse) | NOTE # | ANNUAL BUDGET |
|-----------------------------------|------------------|---------------------|------------------|---------------|---------------------------|-----------|------------------|
| Other General Government Services | | | | | | | |
| Community Communications | 0 | 667 | 2,519 | 3,333 | 814 | | 8,000 |
| Civic Relations | 92 | 333 | 1,155 | 1,667 | 512 | | 4,000 |
| Insurance | 0 | 417 | 160,894 | 164,173 | 3,279 | | 167,090 |
| Donations | 300 | 2,909 | 12,225 | 21,636 | 9,411 | 7 | 42,000 |
| Cost of Assessment | 0 | 0 | 0 | 0 | 0 | | 243,798 |
| Property Taxes - L.P.P. | 0 | 0 | 7,799 | 8,000 | 201 | | 8,000 |
| | 392 | 4,326 | 184,592 | 198,810 | 14,218 | | 472,888 |
| | 98,838 | 117,411 | 811,667 | 876,453 | 64,786 | | 2,039,246 |
| Protective Services | | | | | | | |
| Police | | | | | | | |
| Police Protection | 190,153 | 190,153 | 950,763 | 950,763 | 0 | | 2,281,831 |
| Crime Stoppers | 0 | 0 | 2,800 | 2,800 | 0 | | 2,800 |
| | 190,153 | 190,153 | 953,563 | 953,563 | 0 | | 2,284,631 |
| Fire | | | | | | | |
| Fire Protection | 337,954 | 338,494 | 923,751 | 924,919 | 1,168 | | 1,951,164 |
| Water Costs Fire Protection | 0 | 0 | 375,000 | 375,000 | 0 | | 375,000 |
| | 337,954 | 338,494 | 1,298,751 | 1,299,919 | 1,168 | | 2,326,164 |
| Emergency Measures | | | | | | | |
| 911 Communications Centre | 11,646 | 11,646 | 58,230 | 58,230 | (0) | | 139,753 |
| EMO Director/Committee | 80 | 1,250 | 80 | 6,250 | 6,170 | | 15,000 |
| | 11,726 | 12,896 | 58,310 | 64,480 | 6,170 | | 154,753 |
| Other | | | | | | | |
| Animal & Pest Control | 606 | 792 | 2,436 | 3,958 | 1,523 | | 9,500 |
| Other | 652 | 833 | 3,254 | 4,167 | 912 | | 10,000 |
| | 1,258 | 1,625 | 5,690 | 8,125 | 2,435 | | 19,500 |
| Total Protective Services | 541,090 | 543,167 | 2,316,315 | 2,326,088 | 9,773 | | 4,785,048 |

2017July10OpenSessionFINAL_071

| | CURRENT MONTH | BUDGET FOR MONTH | CURRENT Y-T-D | BUDGET YTD | VARIANCE Better(Worse) | NOTE # | ANNUAL BUDGET | G8 |
|---|------------------|---------------------|------------------|---------------|---------------------------|-----------|------------------|----|
| Transportation Services | | | | | | | | |
| Common Services | | | | | | | | |
| Administration (Wages & Benefits) | 134,758 | 136,885 | 755,650 | 807,476 | 51,826 | 9 | 1,834,278 | |
| Workshops, Yards & Equipment | 31,914 | 41,104 | 268,297 | 247,519 | (20,778) | 10 | 535,245 | |
| Engineering | 0 | 625 | 2,062 | 3,125 | 1,063 | | 7,500 | |
| | 166,672 | 178,614 | 1,026,008 | 1,058,120 | 32,111 | | 2,377,023 | |
| Street Cleaning & Flushing | 2,059 | 3,667 | 7,560 | 14,333 | 6,773 | | 40,000 | |
| Roads & Streets | 3,783 | 6,250 | 6,247 | 31,250 | 25,003 | 11 | 75,000 | |
| Crosswalks & Sidewalks | 1,348 | 1,302 | 7,580 | 6,508 | (1,072) | | 14,353 | |
| Culverts & Drainage Ditches | 3,995 | 5,000 | 16,966 | 25,000 | 8,034 | | 60,000 | |
| Snow & Ice Removal | 1,332 | 1,667 | 309,670 | 314,333 | 4,664 | | 470,000 | |
| | 12,518 | 17,885 | 348,023 | 391,425 | 43,402 | | 659,353 | |
| Street Lighting | 15,570 | 12,167 | 62,422 | 60,833 | (1,589) | | 146,000 | |
| Traffic Services | | | | | | | | |
| Street Signs | 3,950 | 1,250 | 6,345 | 6,250 | (95) | | 15,000 | |
| Traffic Lanemarking | 202 | 5,000 | 5,999 | 15,000 | 9,001 | | 20,000 | |
| Traffic Signals | 6,649 | 2,083 | 13,867 | 10,417 | (3,450) | 12 | 25,000 | |
| Railway Crossing | 4,164 | 1,667 | 9,352 | 8,333 | (1,018) | | 20,000 | |
| | 14,964 | 10,000 | 35,563 | 40,000 | 4,437 | | 80,000 | |
| Public Transit | | | | | | | | |
| Public Transit - Comex Service | 0 | 0 | 16,094 | 15,500 | (594) | | 62,000 | |
| KV Committee for the Disabled | 0 | 0 | 3,000 | 3,000 | 0 | | 3,000 | |
| Public Transit - Other | 146 | 208 | 730 | 1,042 | 312 | | 2,500 | |
| | 146 | 208 | 19,824 | 19,542 | (282) | | 67,500 | |
| Total Transportation Services | 209,869 | 218,873 | 1,491,840 | 1,569,919 | 78,079 | | 3,329,876 | |
| Environmental Health Services | | | | | | | | |
| Solid Waste Disposal Land Fill | 15,338 | 15,833 | 79,907 | 79,167 | (740) | | 190,000 | |
| Solid Waste Disposal Compost | 3,582 | 2,083 | 8,093 | 10,417 | 2,324 | | 25,000 | |
| Solid Waste Collection | 21,864 | 21,667 | 109,318 | 108,333 | (985) | | 260,000 | |
| Solid Waste Collection Curbside Recycling | 10,377 | 7,500 | 40,639 | 37,500 | (3,139) | 13 | 90,000 | |
| Clean Up Campaign | 25,478 | 40,000 | 26,000 | 40,000 | 14,000 | | 55,000 | |
| | 76,639 | 87,083 | 263,957 | 275,417 | 11,460 | | 620,000 | |
| Environmental Development Services | | | | | | | | |
| Planning & Zoning | | | | | | | | |
| Administration | 21,490 | 31,121 | 191,190 | 210,104 | 18,914 | 14 | 441,825 | |
| Planning Projects | 2,691 | 8,333 | 5,753 | 41,667 | 35,914 | 15 | 100,000 | |
| Heritage Committee | 0 | 208 | 0 | 1,042 | 1,042 | | 2,500 | |
| | 24,180 | 39,663 | 196,942 | 252,812 | 55,870 | | 544,325 | |
| Economic Development Comm. | 7,202 | 7,202 | 36,009 | 36,009 | (0) | | 86,422 | |
| Tourism | 0 | 0 | 0 | 0 | 0 | | 3,200 | |
| | 7,202 | 7,202 | 36,009 | 36,009 | (0) | | 89,622 | |
| | 31,382 | 46,865 | 232,951 | 288,821 | 55,870 | | 633,947 | |

2017July10OpenSessionFINAL_072

| | CURRENT MONTH | BUDGET FOR MONTH | CURRENT Y-T-D | BUDGET YTD | VARIANCE Better(Worse) | NOTE # | ANNUAL BUDGET |
|---|------------------|---------------------|------------------|----------------|---------------------------|-----------|------------------|
| G9 | | | | | | | |
| Recreation & Cultural Services | | | | | | | |
| Administration | 15,454 | 17,285 | 114,113 | 114,088 | (25) | | 243,246 |
| Apartment Buildings | (57) | 0 | 0 | 0 | 0 | | 0 |
| Beaches | 322 | 0 | 806 | 0 | (806) | | 53,400 |
| Rothsay Arena | 21,313 | 27,480 | 138,974 | 153,183 | 14,208 | 16 | 313,080 |
| Memorial Centre | 4,080 | 4,750 | 23,301 | 31,750 | 8,449 | 17 | 65,000 |
| Summer Programs | 1,553 | 3,000 | 3,413 | 3,804 | 391 | | 58,944 |
| Parks & Gardens | 49,202 | 70,000 | 158,267 | 184,667 | 26,400 | 18 | 568,400 |
| Rothsay Common Rink | 640 | 1,008 | 34,197 | 35,043 | 845 | | 48,401 |
| Playgrounds and Fields | 7,180 | 9,167 | 15,255 | 45,833 | 30,578 | 19 | 110,000 |
| Regional Facilities Commission | 0 | 0 | 198,890 | 198,890 | 0 | | 397,780 |
| Kennebecasis Public Library | 7,198 | 7,198 | 35,989 | 35,992 | 3 | | 86,381 |
| Big Rothsay Road | 0 | 25 | 0 | 125 | 125 | | 300 |
| Special Events | 788 | 833 | 7,450 | 7,667 | 217 | | 44,500 |
| Rothsay Living Museum | 0 | 208 | 1,169 | 1,042 | (127) | | 2,500 |
| | <u>107,673</u> | <u>140,955</u> | <u>731,825</u> | <u>812,083</u> | <u>80,258</u> | | <u>1,991,932</u> |
| Fiscal Services | | | | | | | |
| Debt Charges | | | | | | | |
| Interest | 9,856 | 9,931 | 11,023 | 11,331 | 307 | | 252,951 |
| Debenture Payments | 0 | 0 | 0 | 0 | 0 | | 985,000 |
| | <u>9,856</u> | <u>9,931</u> | <u>11,023</u> | <u>11,331</u> | <u>307</u> | | <u>1,237,951</u> |
| Transfers To: | | | | | | | |
| Capital Fund for Capital Expenditures | 0 | 0 | 0 | 0 | 0 | | 2,247,000 |
| Town Hall Reserve Transfer | 0 | 0 | 0 | 0 | 0 | | 10,000 |
| | <u>0</u> | <u>0</u> | <u>0</u> | <u>0</u> | <u>0</u> | | <u>2,257,000</u> |
| | <u>9,856</u> | <u>9,931</u> | <u>11,023</u> | <u>11,331</u> | <u>307</u> | | <u>3,494,951</u> |

2017 July 10 Open Session FINAL_073

Town of Rothesay

Variance Report - General Fund

5 months ending May 31, 2017

| Note # | | Actual | Budget | Better/(Worse) | Description of Variance |
|--------------------------------|-----------------------------------|------------|------------|------------------------|---|
| Revenue | | | | | |
| 1 | Town Hall Rent | \$ 2,522 | \$ 4,167 | -\$1,645 | Vacancy |
| 2 | Recreation Programs | \$ 14,267 | \$ 10,000 | \$4,267 | Soccer Revenue higher than predicted |
| 3 | Licences & Permits | \$ 26,558 | \$ 35,417 | -\$8,859 | Timing |
| 4 | Miscellaneous Revenue | \$ 21,294 | \$ 700 | \$20,594 | Sale of used equipment |
| 5 | Grant - Other | \$ 4,700 | \$ - | \$4,700 | Regional Wellness Grant |
| | | | | Total | \$19,057 |
| | | | | Variance per Statement | \$26,697 |
| | | | | Explained | 71.38% |
| Expenses | | | | | |
| General Government | | | | | |
| 6 | Supplies | \$ 26,014 | \$ 56,792 | \$30,778 | Information Systems not purchased yet |
| 7 | Administrative - Other | \$ 45,131 | \$ 41,425 | -\$3,706 | WHSCC high due to claims |
| 8 | Donations | \$ 12,225 | \$ 21,636 | \$9,411 | Requests not yet received |
| Protective Services | | | | | |
| | | | | \$0 | |
| Transportation | | | | | |
| 9 | Administration (Wages & Benefits) | \$ 755,650 | \$ 807,476 | \$51,826 | Wages under budget; new hires budgeted |
| 10 | Workshops, Yards & Equipment | \$ 268,297 | \$ 247,519 | -\$20,778 | Maintenance on heating system, telephone costs high |
| 11 | Roads & Streets | \$ 6,247 | \$ 31,250 | \$25,003 | Road repairs late starting |
| 12 | Traffic Signals | \$ 13,867 | \$ 10,417 | -\$3,450 | Purchases |
| Environmental Health | | | | | |
| 13 | Curbside Recycling | \$ 40,639 | \$ 37,500 | -\$3,139 | Purchase of bins and lids |
| Environmental Development | | | | | |
| 14 | Planning Administration | \$ 191,190 | \$ 210,104 | \$18,914 | Position vacant |
| 15 | Planning Projects | \$ 5,753 | \$ 41,667 | \$35,914 | Timing |
| Recreation & Cultural Services | | | | | |
| 16 | Rothsay Arena | \$ 138,974 | \$ 153,183 | \$14,209 | Work on Refrigeration Plant not needed |
| 17 | Memorial Centre | \$ 23,301 | \$ 31,750 | \$8,449 | Maintenance not needed |
| 18 | Parks & Gardens | \$ 158,267 | \$ 184,667 | \$26,400 | Timing |
| 19 | Playgrounds & Fields | \$ 15,255 | \$ 45,833 | \$30,578 | Timing |
| Fiscal Services | | | | | |
| | | | | \$0 | |
| | | | | Total | \$220,409 |
| | | | | Variance per Statement | \$308,704 |
| | | | | Explained | 71.40% |

Town of Rothesay

Capital Projects 2017
General Fund
5 Months Ended 5/31/17

| | Original BUDGET | CURRENT Y-T-D | Remaining Budget | | | |
|--|---------------------|-------------------|---------------------|----------------------|------------------|---------------------|
| General Government | | | | | | |
| 12010560 General Gov't Equipment Purchases G-2017-006 | 95,000 | - | 95,000 | Town Hall | 40,000 | |
| Total General Government | 95,000 | - | 95,000 | IT | 55,000 | |
| | | | | | <u>95,000</u> | |
| Protective Services | | | | | | |
| 12011560 Protective Serv. Equipment Purchases P-2017-005 | 78,500 | - | 78,500 | | | |
| Total Protective Services | 78,500 | - | 78,500 | | | |
| Transportation | | | | | | |
| 12023860 Engineering 2018 Streets T-2017-007 | 60,000 | 17,004 | 42,996 | Asphalt Recycler | Budget 110,000 | Actual 113,672 |
| 12025560 Underground Diesel Storage Tank T-2017-008 | 90,000 | - | 90,000 | Sidewalk Plow | 190,000 | |
| 12025360 Asphalt/Microseal T-2017-001 | 1,325,000 | 16,658 | 1,308,342 | Tandem Dump | 250,000 | |
| 12025260 Trail Connector/Crossing T-2016-017 | 1,037,000 | - | 1,037,000 | Single Axle Dump | 225,000 | |
| 12021360 Transportation Equipment Purchases T-2017-003 | 1,050,000 | 264,597 | 785,403 | Loader | 275,000 | |
| 12025460 General Specifications T-2017-002 | - | 5,137 | 5,137 | | | |
| Total Transportation | 3,562,000 | 303,396 | 3,258,604 | | <u>1,050,000</u> | <u>113,672</u> |
| Recreation | | | | | | |
| 12020860 Recreation Equipment Purchases R-2016-003 | 47,500 | 7,613 | 39,887 | Mower | 7,500 | 7,613 |
| 12025660 Ballpark Ballfield Parking | - | - | 0 | Mower | 7,500 | 7,613 |
| Total Recreation | 47,500 | 7,613 | 39,887 | Master Plan/Scribner | 40,000 | |
| | | | | | <u>55,000</u> | <u>15,226</u> |
| Total | | | | | | |
| | \$ 3,783,000 | \$ 311,009 | \$ 3,471,991 | | | |
| Not yet assigned: | | | | | | |
| Designated Highway | 1,140,000 | | | | | |
| Sidewalk | 225,000 | | | | | |
| | <u>1,365,000</u> | | | | | |
| Carryovers | | | | | | |
| Funded from Reserves | | | | | | |
| 12024360 Curb & Sidewalk Parkdale/Chapel T-2016-006 | | 11,758 | | | | |
| 12024460 Asphalt Resurfacing T-2016-009 | | 1,953 | | | | |
| 12024760 RAS River Road T-2016-013 | | 5,645 | | | | |
| 12023360 Wells Trail R-2014-019 | | 1,013 | | | | |
| 12014560 Backhoe | | 160,757 | | | | |
| | | <u>181,126</u> | | | | |
| Total | | | | | | |
| | \$ 5,148,000 | \$ 492,135 | \$ 3,471,991 | | | |
| Funding: | | | | | | |
| | Total | Reserves | Gas Tax | Grants | Borrow | Operating |
| General Government | 95,000 | 40,000 | | | | 55,000 |
| Protective Services | 78,500 | | | | | 78,500 |
| Transportation | 4,927,000 | 110,000 | 1,165,000 | 1,546,000 | | 2,106,000 |
| Recreation | 47,500 | 40,000 | | | | 7,500 |
| | <u>\$ 5,148,000</u> | <u>\$ 190,000</u> | <u>\$ 1,165,000</u> | <u>\$ 1,546,000</u> | <u>\$ -</u> | <u>\$ 2,247,000</u> |

Draft!

Town of Rothesay

Capital Projects 2017
General Fund
6 Months Ended 6/30/17

| | Original BUDGET | CURRENT Y-T-D | Remaining Budget | | | |
|--|--------------------|------------------|---------------------|----------------------|-----------------|-----------------|
| General Government | | | | | | |
| 12010560 General Gov't Equipment Purchases G-2017-006 | 95,000 | - | 95,000 | Town Hall | 40,000 | |
| Total General Government | 95,000 | - | 95,000 | IT | 55,000 | |
| | | | | | 95,000 | |
| Protective Services | | | | | | |
| 12011560 Protective Serv. Equipment Purchases P-2017-005 | 78,500 | - | 78,500 | | | |
| Total Protective Services | 78,500 | - | 78,500 | | | |
| Transportation | | | | | | |
| 12023860 Engineering 2018 Streets T-2017-007 | 60,000 | 17,004 | 42,996 | Asphalt Recycler | Budget: 110,000 | Actual: 113,672 |
| 12025560 Underground Diesel Storage Tank T-2017-008 | 90,000 | - | 90,000 | Sidewalk Plow | 190,000 | 150,926 |
| 12025360 Asphalt/Microseal T-2017-001 | 1,325,000 | 19,813 | 1,305,187 | Tandem Dump | 250,000 | |
| 12025260 Trail Connector/Crossing T-2016-017 | 1,037,000 | - | 1,037,000 | Single Axle Dump | 225,000 | |
| 12021360 Transportation Equipment Purchases T-2017-003 | 1,050,000 | 264,597 | 785,403 | Loader | 275,000 | |
| 12025460 General Specifications T-2017-002 | - | 5,137 | 5,137 | | | |
| Total Transportation | 3,562,000 | 306,551 | 3,255,449 | | 1,050,000 | 264,597 |
| Recreation | | | | | | |
| 12020860 Recreation Equipment Purchases R-2016-003 | 47,500 | 7,613 | 39,887 | Mower | 7,500 | 7,613 |
| 12025660 Ballpark Ballfield Parking | - | 1,485 | -1,485 | Mower | 7,500 | 7,613 |
| Total Recreation | 47,500 | 9,098 | 38,402 | Master Plan/Scribner | 40,000 | |
| | | | | | 55,000 | 15,226 |
| Total | | | | | | |
| | \$ 3,783,000 | \$ 315,649 | \$ 3,467,351 | | | |
| Not yet assigned: | | | | | | |
| Designated Highway | 1,140,000 | | | | | |
| Sidewalk | 225,000 | | | | | |
| | 1,365,000 | | | | | |
| Carryovers | | | | | | |
| Funded from Reserves | | | | | | |
| 12024360 Curb & Sidewalk Parkdale/Chapel T-2016-006 | | 11,758 | | | | |
| 12024460 Asphalt Resurfacing T-2016-009 | | 1,953 | | | | |
| 12024760 RA5 River Road T-2016-013 | | 5,645 | | | | |
| 12023360 Wells Trail R-2014-019 | | 1,013 | | | | |
| 12014560 Backhoe | | 160,757 | | | | |
| | | 181,126 | - | | | |
| Total | | | | | | |
| | \$ 5,148,000 | \$ 496,775 | \$ 3,467,351 | | | |
| Funding: | | | | | | |
| | Total | Reserves | Gas Tax | Grants | Borrow | Operating |
| General Government | 95,000 | 40,000 | | | | 55,000 |
| Protective Services | 78,500 | | | | | 78,500 |
| Transportation | 4,927,000 | 110,000 | 1,165,000 | 1,546,000 | | 2,106,000 |
| Recreation | 47,500 | 40,000 | | | | 7,500 |
| | \$ 5,148,000 | \$ 190,000 | \$ 1,165,000 | \$ 1,546,000 | \$ - | \$ 2,247,000 |

Town of Rothesay

Utility Fund Financial Statements

May 31, 2017

Attached Reports:

| | |
|--------------------------------|----|
| Capital Balance Sheet | U1 |
| Reserve Balance Sheet | U2 |
| Operating Balance Sheet | U3 |
| Operating Income Statement | U4 |
| Variance Report | U5 |
| Project Listing - May | U6 |
| Project Listing - June - Draft | U7 |

Town of Rothesay
 Capital Balance Sheet
 As at 5/31/17

ASSETS

Assets:

| | |
|---|------------------------------|
| Capital Assets - Under Construction - Utilities | 2,650,356 |
| Capital Assets Utilities Land | 178,555 |
| Capital Assets Utilities Buildings | 1,646,579 |
| Capital Assets Utilities Equipment | 51,635 |
| Capital Assets Utilities Water System | 26,000,316 |
| Capital Assets Utilities Sewer System | 16,683,992 |
| Capital Assets Utilities Land Improvements | 42,031 |
| Capital Assets Utilities Roads & Streets | 220,011 |
| Capital Assets Utilities Vehicles | 79,998 |
| | <u>47,553,473</u> |
| Accumulated Amortization Utilites Buildings | (381,180) |
| Accumulated Amortization Utilites Water System | (6,122,510) |
| Accumulated Amortization Utilites Sewer System | (7,571,316) |
| Accumulated Amortization Utilites Land Improvements | (42,031) |
| Accumulated Amortization Utilites Equipment | (15,330) |
| Accumulated Amortization Utilites Roads & Streets | (7,341) |
| | <u>(14,139,708)</u> |
| TOTAL ASSETS | <u><u>33,413,765</u></u> |

LIABILITIES

Current:

| | |
|---|----------------|
| Util Capital due to/from Util Operating | 649,040 |
| Total Current Liabilities | <u>649,040</u> |

Long-Term:

| | |
|-------------------|------------------|
| Long-Term Debt | 7,704,850 |
| Total Liabilities | <u>8,353,890</u> |

EQUITY

Investments:

| | |
|----------------------------|--------------------------|
| Investment in Fixed Assets | 25,059,873 |
| Total Equity | <u>25,059,873</u> |
| TOTAL LIABILITIES & EQUITY | <u><u>33,413,763</u></u> |

Town of Rothesay

Utility Reserve Balance Sheet

As at 5/31/17

ASSETS

Assets:

| | |
|----------------------------|---------------------|
| Bank - Utility Reserve | 1,081,525 |
| Due from Utility Operating | 10,121 |
| TOTAL ASSETS | <u>\$ 1,091,646</u> |

EQUITY

Investments:

| | |
|--------------------------------------|---------------------|
| Invest. in Utility Capital Reserve | 777,748 |
| Invest. in Utility Operating Reserve | 100,479 |
| Invest. in Sewage Outfall Reserve | 213,419 |
| TOTAL EQUITY | <u>\$ 1,091,647</u> |

Town of Rothesay

Utilities Fund Operating Balance Sheet

As at 5/31/17

ASSETS

| | |
|--------------------------------------|-------------------------|
| Current assets: | |
| Accounts Receivable Net of Allowance | 818,239 |
| Accounts Receivable - Misc. | 1,200 |
| Total Current Assets | <u>819,439</u> |
| Other Assets: | |
| Projects | <u>1,399,098</u> |
| | <u>1,399,098</u> |
| TOTAL ASSETS | <u>\$ 2,218,537</u> |

LIABILITIES

| | |
|-------------------------------|----------------|
| Accrued Payables | 48,730 |
| Due from General Fund | 872,410 |
| Due from (to) Capital Fund | (649,040) |
| Due to (from) Utility Reserve | 10,121 |
| Deferred Revenue | <u>18,006</u> |
| Total Liabilities | <u>300,228</u> |

EQUITY

| | |
|--------------------------------|-------------------------|
| Surplus: | |
| Opening Retained Earnings | 21,220 |
| Profit (Loss) to Date | <u>1,897,089</u> |
| | <u>1,918,309</u> |
| TOTAL LIABILITIES & EQUITY | <u>\$ 2,218,537</u> |

Town of Rothesay
Utilities Operating Income Statement
5 Months Ended 5/31/17

| | CURRENT MONTH | BUDGET FOR MONTH | CURRENT YTD | BUDGET YTD | VARIANCE Better(Worse) | NOTE # | ANNUAL BUDGET |
|---|------------------|---------------------|------------------|------------------|---------------------------|--------|------------------|
| RECEIPTS | | | | | | | |
| Sale of Water | 5,164 | 6,250 | 267,107 | 262,125 | 4,982 | | 980,000 |
| Meter and non-hookup fees | 13 | 0 | 11,919 | 9,375 | 2,544 | | 37,500 |
| Water Supply for Fire Prot. | 0 | 0 | 375,000 | 375,000 | 0 | | 375,000 |
| Local Improvement Levy | 0 | 0 | 59,073 | 59,000 | 73 | | 59,000 |
| Sewerage Services | (874) | 0 | 1,615,569 | 1,600,000 | 15,569 | 1 | 1,600,000 |
| Connection Fees | 8,100 | 5,000 | 30,400 | 25,000 | 5,400 | | 60,000 |
| Interest Earned | 10,118 | 3,958 | 30,358 | 19,792 | 10,567 | 2 | 47,500 |
| Misc. Revenue | 300 | 205 | 2,050 | 1,027 | 1,023 | | 2,465 |
| Surplus - Previous Years | 0 | 0 | 28,535 | 28,535 | (0) | | 28,535 |
| TOTAL RECEIPTS | 22,820 | 15,414 | 2,420,012 | 2,379,854 | 40,158 | | 3,190,000 |
| WATER SUPPLY | | | | | | | |
| Share of Overhead Expenses | 0 | 0 | 92,000 | 92,000 | 0 | | 368,000 |
| Audit/Legal/Training | 1,013 | 1,000 | 6,099 | 8,000 | 1,901 | | 15,000 |
| Purification & Treatment | 31,317 | 24,667 | 101,169 | 137,333 | 36,164 | 3 | 310,000 |
| Transmission & Distribution | 2,790 | 7,692 | 29,553 | 38,458 | 8,905 | 4 | 92,300 |
| Power & Pumping | 4,447 | 4,000 | 19,394 | 20,000 | 606 | | 48,000 |
| Billing/Collections | 114 | 0 | 4,130 | 3,000 | (1,130) | | 3,000 |
| Water Purchased | 95 | 83 | 247 | 417 | 170 | | 1,000 |
| Misc. Expenses | 6,250 | 1,500 | 6,250 | 7,500 | 1,250 | | 18,000 |
| TOTAL WATER SUPPLY | 46,025 | 38,942 | 258,842 | 306,708 | 47,866 | | 855,300 |
| SEWERAGE COLLECTION & DISPOSAL | | | | | | | |
| Share of Overhead Expenses | 0 | 0 | 138,000 | 138,000 | 0 | | 552,000 |
| Audit/Legal/Training | 965 | 1,833 | 10,034 | 16,167 | 6,133 | | 29,000 |
| Collection System | 2,077 | 4,650 | 40,784 | 23,250 | (17,534) | 5 | 87,800 |
| Lift Stations | 1,368 | 2,417 | 11,257 | 12,083 | 827 | | 29,000 |
| Treatment/Disposal | 4,005 | 5,054 | 26,666 | 30,071 | 3,405 | | 65,450 |
| Misc. Expenses | 1,382 | 458 | 5,294 | 2,292 | (3,002) | 6 | 5,500 |
| TOTAL SWGE COLLECTION & DISPOSAL | 9,798 | 14,413 | 232,035 | 221,863 | (10,172) | | 768,750 |
| FISCAL SERVICES | | | | | | | |
| Interest on Bank Loans | 0 | 5,417 | 3,018 | 27,083 | 24,066 | 7 | 65,000 |
| Interest on Long-Term Debt | 15,029 | 15,029 | 15,029 | 15,029 | 0 | | 274,177 |
| Principal Repayment | 14,000 | 14,000 | 14,000 | 14,000 | 0 | | 486,773 |
| Transfer to Reserve Accounts | 0 | 0 | 0 | 0 | 0 | | 140,000 |
| Capital Fund Through Operating | 0 | 0 | 0 | 0 | 0 | | 600,000 |
| TOTAL FISCAL SERVICES | 29,029 | 34,445 | 32,046 | 56,112 | 24,066 | | 1,565,950 |
| TOTAL EXPENSES | 84,851 | 87,799 | 522,923 | 584,683 | 61,760 | | 3,190,000 |
| NET INCOME (LOSS) FOR THE PERIOD | (62,031) | (72,386) | 1,897,089 | 1,795,171 | 101,918 | | (0) |

Town of Rothesay

2017July10OpenSessionFINAL_081

Variance Report - Utility Operating

5 Months Ended May 31, 2017

| Note # | Account Name | Actual YTD | Budget YTD | Variance Better(worse) | Description of Variance |
|-----------------|---------------------------|--------------|--------------|------------------------|---------------------------------|
| Revenue | | | | | |
| 1 | Sewerage Services | \$ 1,615,569 | \$ 1,600,000 | \$ 15,569 | Higher residential |
| 2 | Interest Earned | \$ 30,358 | \$ 19,792 | \$ 10,566 | Interest on accounts receivable |
| Expenditures | | | | | |
| Water | | | | | |
| 3 | Purification/Treatment | \$ 101,169 | \$ 137,333 | \$ 36,164 | Maintenance not used yet |
| 4 | Transmission/Distribution | \$ 29,553 | \$ 38,458 | \$ 8,905 | Purchase of impeller |
| Sewer | | | | | |
| 5 | Collection Systems | \$ 40,784 | \$ 23,250 | \$ (17,534) | Pump repairs and claims |
| 6 | Misc. Expenses | \$ 5,294 | \$ 2,292 | \$ (3,002) | Clothing purchases |
| Fiscal Services | | | | | |
| 7 | Interest on Bank Loans | \$ 3,018 | \$ 27,083 | \$ 24,065 | Borrowing not required |

2017July10OpenSessionFINAL_082

Town of Rothesay

Capital Projects 2017
Utility Fund
5 Months Ended 5/31/17

| | | Original BUDGET | CURRENT Y-T-D | Remaining Budget |
|--------------|---|--------------------|------------------|---------------------|
| WATER | | | | |
| 12043430 | Well Development - Watershed W-2014-014 | 150,000 | 56,347 | 93,653 |
| 12043930 | Water Tank Mixing System W-2016-001 | 25,000 | 0 | 25,000 |
| 12033530 | Hampton Road Watermain W-2017-002 | 200,000 | 8,447 | 191,553 |
| | | <u>\$ 375,000</u> | <u>\$ 64,795</u> | <u>\$ 310,205</u> |

| | | | | |
|--------------|---|------------------|------------------|------------------|
| SEWER | | | | |
| 12042330 | Wastewater Treatment Plant - S-2014-016-A | 5,000,000 | 1,311,391 | 3,688,609 |
| 12044230 | Infiltration/Inflow Study S-2017-003 | - | 6,554 | -6,554 |
| 12044130 | WWTP Design Phase 2 S-2017-001 | 1,400,000 | 2,097 | 1,397,903 |
| | | <u>6,400,000</u> | <u>1,320,043</u> | <u>5,079,957</u> |

Unassigned:

| | | |
|----------------------|----------------|----------------|
| Station Rd Watermain | 100,000 | 100,000 |
| Box & Davit for R102 | 25,000 | 25,000 |
| Sewer Improvements | 300,000 | 300,000 |
| | <u>425,000</u> | <u>425,000</u> |

| | | | |
|-----------------------|------------------|------------------|------------------|
| Total Approved | <u>7,200,000</u> | <u>1,384,837</u> | <u>5,815,163</u> |
|-----------------------|------------------|------------------|------------------|

Carryovers

Funded from Reserves

| | | |
|----------|--|---------------|
| 12043730 | Almon/Peters Reconstruction - Water - T-2016-007 | -1,382 |
| 12043830 | Water Plant Aux Building W-2016-002 | 15,643 |
| | | <u>14,261</u> |

| | | |
|------------------|------------------|------------------|
| <u>7,200,000</u> | <u>1,399,098</u> | <u>5,815,163</u> |
|------------------|------------------|------------------|

Funding:

| | Total | Reserves | Gas Tax | Grants | Borrow | Operating |
|-------|------------------|----------------|---------|------------------|------------------|----------------|
| Water | 500,000 | 200,000 | | | | 300,000 |
| Sewer | 6,700,000 | | | 4,266,667 | 2,133,333 | 300,000 |
| | <u>7,200,000</u> | <u>200,000</u> | - | <u>4,266,667</u> | <u>2,133,333</u> | <u>600,000</u> |

Town of Rothesay

Capital Projects 2017
Utility Fund
6 Months Ended 6/30/17

Draft!

| | | Original BUDGET | CURRENT Y-T-D | Remaining Budget |
|--------------|---|--------------------|------------------|---------------------|
| WATER | | | | |
| 12043430 | Well Development - Watershed W-2014-014 | 150,000 | 56,347 | 93,653 |
| 12043930 | Water Tank Mixing System W-2016-001 | 25,000 | 0 | 25,000 |
| 12033530 | Hampton Road Watermain W-2017-002 | 200,000 | 8,447 | 191,553 |
| | | <u>\$ 375,000</u> | <u>\$ 64,795</u> | <u>\$ 310,205</u> |

| | | | | |
|--------------|---|------------------|------------------|------------------|
| SEWER | | | | |
| 12042330 | Wastewater Treatment Plant - S-2014-016-A | 5,000,000 | 1,814,249 | 3,185,751 |
| 12044230 | Infiltration/Inflow Study S-2017-003 | - | 6,554 | -6,554 |
| 12044130 | WWTP Design Phase 2 S-2017-001 | 1,400,000 | 2,097 | 1,397,903 |
| | | <u>6,400,000</u> | <u>1,822,901</u> | <u>4,577,099</u> |

Unassigned:

| | | |
|----------------------|----------------|----------------|
| Station Rd Watermain | 100,000 | 100,000 |
| Box & Davit for R102 | 25,000 | 25,000 |
| Sewer Improvements | 300,000 | 300,000 |
| | <u>425,000</u> | <u>425,000</u> |

| | | | |
|-----------------------|------------------|------------------|------------------|
| Total Approved | <u>7,200,000</u> | <u>1,887,695</u> | <u>5,312,305</u> |
|-----------------------|------------------|------------------|------------------|

Carryovers

Funded from Reserves

| | | | |
|----------|--|------------------|------------------|
| 12043730 | Almon/Peters Reconstruction - Water - T-2016-007 | -1,382 | |
| 12043830 | Water Plant Aux Building W-2016-002 | 148,347 | |
| | | <u>146,965</u> | |
| | | <u>7,200,000</u> | <u>2,034,660</u> |
| | | | <u>5,312,305</u> |

Funding:

| | Total | Reserves | Gas Tax | Grants | Borrow | Operating |
|-------|------------------|----------------|---------|------------------|------------------|----------------|
| Water | 500,000 | 200,000 | | | | 300,000 |
| Sewer | 6,700,000 | | | 4,266,667 | 2,133,333 | 300,000 |
| | <u>7,200,000</u> | <u>200,000</u> | - | <u>4,266,667</u> | <u>2,133,333</u> | <u>600,000</u> |

TOWN OF ROTHESAY

FINANCE COMMITTEE

June 22, 2017

In attendance:

Mayor Nancy Grant

Councillor Grant Brenan

Councillor Don Shea

Town Manager John Jarvie

Treasurer Doug MacDonald

Financial Officer Ellen K. Steeves

The meeting was called to order at 8:28a.m. The minutes of May 24, 2017 were accepted as presented (NG/DS).

May Financial Statements

Treasurer MacDonald reviewed the General Fund financial statement, saying there were no surprises, but due to our computer issues, there may be some minor changes. The new town hall tenants will start in August. Building permits are down, but they may pick up, especially when Hillcrest building starts. The statements were accepted as presented. (DS/NG). In Utility, again Treasurer MacDonald said there were no surprises. There was a brief discussion on the high balance of sewer claims. He also reviewed the capital projects and the funding. So far, all tenders are under budget. The statements were accepted as presented (DS/NG).

Donations

For information purposes. The Mayor will be presenting the Fairweather Scholarship at Rothesay High. The request from Mark Farwell will be considered in July, when we have received his request and form.

Compliance Report

For information purposes.

Next Meeting

The next meeting will be held on July 20, 2017, 8:30 a.m. in the Sayre Room. There was a discussion on the news of assessment freezing, and communication with other levels of government. The meeting adjourned at 9:30.

Grant Brenan, Chairman

Ellen K. Steeves, Recording Secretary

Town of Rothesay

5/31/17 219500-60

Donations/Cultural Support

Paid to date Budget

| | | | |
|-------------------------------|-----------|-----------|--|
| KV3C | | 2,500.00 | in kind |
| NB Medical Education Trust | 5,000.00 | 5,000.00 | |
| Fairweather Scholarship | | 1,000.00 | |
| KV Oasis | 5,000.00 | 5,000.00 | |
| Imperial Theatre | | 5,000.00 | No multi-year commitment |
| Saint John Theatre Company | 1,000.00 | 1,000.00 | |
| YMCA | | 10,000.00 | 5 year commitment started in 2015 |
| Saint John Fieldhouse project | | 5,000.00 | Request for 5 years. No multi-year commitment. |
| sub | 11,000.00 | 34,500.00 | |

Other:

7,500.00

| | | | |
|----------------------------------|----------|----------|-----------------|
| D.A.R.E. | 500.00 | | |
| Rocmaura Foundation Inc. | 50.00 | | |
| Women in Transition House | 50.00 | | |
| Kidney Foundation | 25.00 | | |
| Mira Stephenson | 50.00 | | Youth for Youth |
| NB Competitive Festival of Music | 250.00 | | |
| Rothesay Netherwood School | 300.00 | | Art Show ad |
| sub | 1,225.00 | 7,500.00 | |

12,225.00 42,000.00

Mayor's Expense

7,500.00

| | | | |
|--|--------|--|---------------------------|
| Kennebecasis Valley Oasis Youth Centre | 200.00 | | Dinner tickets |
| Touchstone Academy | 360.00 | | Ticket bundle |
| PRO Kids | 400.00 | | Dinner tickets |
| Lifting Other UP | 260.71 | | International Women's Day |
| UELAC NB Branch | 80.00 | | Loyalist Events |
| Mayor Travel | 57.89 | | |
| NB Sports Hall of Fame | 520.00 | | Dinner tickets |
| The Chamber | 239.86 | | 150 Event |

Cell bills

289.760

2,408.22 7,500.00

Other:

| | | | |
|-------------------------------|----------|----------|---------------------|
| Kennebecasis Crimestoppers | 2,800.00 | 2,800.00 | Protective Services |
| KV Committee for the Disabled | 3,000.00 | 3,000.00 | Transportation |
| PRO Kids | | 7,500.00 | Recreation |

20,433.22 62,800.00



ROTHESAY
~~2017 July 18 Open Session FINAL_086~~
Public Works and Infrastructure Committee
Meeting
June 21, 2017
Rothesay Town Hall – Sayre Room
8:30 a.m.



DRAFT

PRESENT: DEPUTY MAYOR ALEXANDER, CHAIR
COUNCILLOR MIRIAM WELLS
IVAN HACHEY
PETER GRAHAM
SHAWN PETERSON
SCOTT SMITH

DIRECTOR OF OPERATIONS BRETT MCLEAN
ASSISTANT DEVELOPMENT OFFICER DARCY HUDSON
RECORDING SECRETARY LIZ POMEROY

GUESTS: JUDITH GRANNAN
PATRICK GRANNAN

ABSENT: TOWN MANAGER JOHN JARVIE

Chairperson Alexander called the meeting to order at 8:30 a.m.

1. APPROVAL OF AGENDA:

MOVED by Counc. Wells and seconded by I. Hachey the agenda be approved as circulated.

CARRIED.

2. ADOPTION OF MINUTES:

2.1 Regular meeting of May 17, 2017.

MOVED by S. Smith and seconded by Counc. Wells the minutes of May 17, 2017 be adopted as circulated.

CARRIED.

3. DELEGATIONS:

- | | |
|-------------------------------|---|
| 3.1 Allison Drive Development | Patrick & Judith Grannan |
| 9 June 2017 | Letter from Judith A. Grannan RE: Allison Drive Development |
| 5 November 2015 | Letter from Judith A. Grannan RE: Construction on Allison Drive |
| ➤ Graphic | |

Deputy Mayor Alexander gave a brief summary and welcomed the Grannans.

The Grannans indicated the following: water drains from the pipe after heavy rainfall; the water from the pipe has nowhere to go but onto their property; a portion of the pipe is on their property; no notice was given to neighbours before the installation of the pipe; stakes determining property boundaries in the area have gone missing; it is illegal to direct water onto a neighbouring property regardless of the volume of output; previous correspondence to the Town identifying the issue were unanswered; and the brook behind 5 Allison Drive is unable to withstand additional water. Mrs. Grannan requested action be taken to resolve the issue.

ADO Hudson indicated the water in the pipe is from the drain tile on the neighbouring property.

There was a brief discussion with respect to the natural flow of water in the area.

Mrs. Grannan suggested the neighbours be informed of the matter to prevent premature and costly landscaping if they are directed to remove or redirect the pipe. It was noted the property owners are aware of the situation.

Deputy Mayor Alexander thanked the Grannans and noted the Committee will further discuss the item. He explained the Committee advises Council, and it is likely a final decision will not be made until the next regular Council meeting in July.

The Grannans thanked the Committee and left the meeting.

There was a lengthy discussion with respect to the flow of water and stormwater management systems in the area. ADO Hudson advised the contractor has indicated his agreement to install an elbow on the pipe to redirect the water to the road right-of-way. It was suggested redirecting the pipe may mitigate some concern, however it is likely water runoff from Spyglass Hill will continue its natural flow onto the Grannan property.

MOVED by Counc. Wells and seconded by P. Graham the Public Works and Infrastructure Committee recommend Council approve the redirection of the pipe located at 7 Allison Drive, authorize Town staff to discuss stabilization of the drainage ditch at the rear of 7 Allison Drive with the property owners, and further a response be sent to apprise the Grannans of Council's decision.

CARRIED.

ADO Hudson left the meeting.

4. REPORTS & PRESENTATIONS:

N/A

5. UNFINISHED BUSINESS

5.1 Capital Projects Summary

The following comments were made: the expected completion date for the East Riverside Kingshurst pumping station is the end of September; the pumping station will be used to pump the sewage to the treatment facility; the deficiencies in the Rothesay Road sidewalk are in the process of being corrected; and the upcoming work on Taylor Brook bridge will limit traffic to one lane in the area. In response to an inquiry, DO McLean advised residents will be notified of the upcoming work on the Taylor Brook bridge through an ad in the KV Style as well as the Town's social media, website, and physical signs in the surrounding area of the bridge.

5.2 Solid Waste Tonnage Report

RECEIVED FOR INFORMATION.

5.3 Update on Chapel Hill Estates median

DO McLean advised no new information has come to light. He added the matter will be investigated further including options to mitigate the issue if responsibility for the median cannot be determined. DO McLean advised since the infrastructure beneath the median is shallow, removing the median is

likely to increase chances of potential damage to the infrastructure as well as negatively affect the existing aesthetic. After some discussion, the Committee agreed the item be left on the agenda for further discussion.

6. CORRESPONDENCE FOR ACTION:

N/A

7. NEW BUSINESS:**7.1 French Village Microsealing**

There was general discussion with respect to the possible option to reallocate the Rothesay Road project funds to microseal additional roads in French Village in 2017, or reserve the funds to be used for the Rothesay Road project in 2018. Chairperson Alexander noted a recent announcement indicating an upcoming freeze on tax assessments in 2018. He added the freeze is likely to affect the Town's revenue in 2018. After some discussion, it was suggested it may be beneficial to exercise caution and reserve the funds in order to lessen the impact of the tax assessment freeze.

7.2 Parking on Rothesay Road

Deputy Mayor Alexander noted a vehicle has been continuously parking in a layby on Rothesay Road for extended periods of time against Town By-law restrictions. He added the issue has received media attention which has reflected negatively on the Town. DO McLean advised the following: the existing Traffic By-law restricts parking on a "no parking" street, including the right-of-way of a "no parking" street; Rothesay Road is a "no parking" street and the laybys are in the street right-of-way; the laybys are intended for temporary use; the Kennebecasis Regional Police Department indicated a need for "no parking" signs in the laybys in order to enforce the By-law; two hour parking signs have been ordered and are ready for installation; concern was expressed suggesting approval from the Province is required before installing signs on Provincially designated highways; and the Department of Transportation and Infrastructure suggested the Town review previous records to determine the appropriateness of "no parking" signs in the area. The following comments were made: the By-law states it is an offence to park in the laybys for an extended period of time; the Traffic By-law was accepted by the Registrar of Motor Vehicles and adopted by Council; a letter requesting removal of the vehicle was sent to the resident informing the individual of the offence; the vehicle is monopolizing the layby; and signs may create visual pollution in the area. The following was suggested: "two hour parking maximum" be painted in the laybys; a parking meter be installed; or removal of the laybys. After some discussion, the Committee agreed to leave the item on the agenda for further discussion.

8. CORRESPONDENCE FOR INFORMATION:

N/A

9. DATE OF NEXT MEETING:

The next meeting will be held on **Wednesday, July 19, 2017.**

10. ADJOURNMENT

MOVED by Counc. Wells and seconded by S. Smith the meeting be adjourned.

CARRIED.

ROTHESAY

Public Works and Infrastructure Committee

2017 July 10 Open Session FINAL_089

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21 June 2017

The meeting ended at 9:30 a.m.

CHAIRPERSON

RECORDING SECRETARY



2017 July 100 Open Session FINAL_090
ROTHESAY
MEMORANDUM



TO : Mayor and Council
FROM : Recording Secretary Public Works & Infrastructure
Committee
DATE : June 27, 2017
RE : Motions Passed at June 21, 2017 Meeting

Please be advised the Public Works & Infrastructure Committee passed the following motion at its regular meeting on Wednesday, June 21, 2017:

MOVED ... and seconded ... the Public Works and Infrastructure Committee recommend Council approve the redirection of the pipe located at 7 Allison Drive, authorize Town staff to discuss stabilization of the drainage ditch at the rear of 7 Allison Drive with the property owners, and further a response be sent to apprise the Grannans of Council's decision.

CARRIED.

Respectfully submitted,

Liz Pomeroy



ROTHESAY
PLANNING ADVISORY COMMITTEE MEETING
Rothesay Town Hall
Tuesday, July 4, 2017
5:30 p.m.



PRESENT: COUNCILLOR PETER LEWIS
COUNCILLOR DON SHEA
COLIN BOYNE, VICE CHAIR
ELIZABETH GILLIS
CRAIG PINHEY

TOWN MANAGER JOHN JARVIE (*arrived at 6:10 p.m.*)
TOWN CLERK MARY JANE BANKS
DIRECTOR OF PLANNING/DEVELOPMENT (DPDS) BRIAN WHITE
RECORDING SECRETARY LIZ POMEROY

ABSENT: BILL KEAN, CHAIR
HILARY BROCK
ANDREW MCMACKIN

Vice-Chairperson Boyne called the meeting to order at 5:30 p.m.

1. APPROVAL OF THE AGENDA

MOVED by Counc. Shea and seconded by Counc. Lewis to approve the agenda as circulated.

CARRIED.

2. ADOPTION OF MINUTES

2.1 Regular Meeting of June 5, 2017

MOVED by Counc. Lewis and seconded by E. Gillis the Minutes of 5 June 2017 be adopted as circulated.

CARRIED.

3. NEW BUSINESS

N/A

4. OLD BUSINESS

4.1 Millennium Drive

Mark A. Reid

OWNER:

Scott Brothers Ltd.

PID:

00065227

PROPOSAL:

One Lot Subdivision & Development Agreement

Rick Turner and Mark Reid were in attendance. Mr. Turner presented the following: the proposed development is on a 1.10 hectare lot adjacent to two residential lots on Wedgewood Drive; a municipal services easement is required for sanitary sewer and possibly storm sewer; compatibility is defined as two things able to exist or occur together without conflict; noise will likely occur only during construction; there are no expected parking conflicts; a large buffer is proposed; low trip generation is likely; the office building will have curb appeal and other structures will be screened from sight; public safety officials will be consulted; the proposal will

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maintain the minimum 30% green/landscape area in close proximity to the two adjacent Wedgewood Drive properties; the owners of the two adjacent Wedgewood Drive properties have indicated their agreement with the increased buffering proposed; other concerns raised by the property owners are being addressed; the actual number of buildings, their configuration, footprint, and pond location may vary; the 18 meter (approx. 60 feet) wide buffer will be maintained adjacent to the Wedgewood Drive residential properties; options for stormwater management include a stormwater detention pond, other stormwater management methods, or a contribution to the cost of stormwater management infrastructure built and maintained by the Town; a 6-8 foot chain link fence with privacy slats will encompass the storage buildings and stormwater detention pond for security and enhanced buffering; downcast light fixtures with timers will be used on the storage units to avoid light shining onto adjacent properties; decorative pole lights will be installed at the entrance; and a staff member will reside onsite for additional security. He added care has been taken to assure the visual appearance from Millennium Drive and Wedgewood Drive buffering is acceptable to the Town and the adjacent residents on Wedgewood Drive; and the large buffer is likely to absorb existing noise from the nearby highway.

Visual renderings were displayed demonstrating how the landscaping and fencing is expected to create a significant buffer. A sample of the signage was shown depicting one freestanding sign with a panel 4 meters wide by 2 meters high on posts.

It was noted all public comments must be received by the Town Clerk by Wednesday, July 5, 2017 at noon.

The Committee inquired about the following: the elevation of the property; the existing sources of water and natural flow of water in the area; the distance between the privacy fence and the buildings onsite; the layout of the proposal; the timeline for construction; the location; the amount of pavement proposed; and the property's ability to provide adequate stormwater management.

Mr. Turner responded with the following: the elevation from the front to the rear of the property is roughly consistent at 78 meters; there are some high points reaching 82 meters in elevation; it is expected the stormwater management design will use the natural grades of the property as much as possible; existing stormwater control infrastructure in the area manages water flowing naturally from the Wedgewood Drive area; various options for stormwater management will be explored to control the natural flow of water in the area; a standard distance of 6 meters will be maintained between the buildings and the fence to allow adequate space for fire trucks and other public safety vehicles; one storage unit building was eliminated in order to enhance the buffer; the number of storage unit buildings may vary depending on the use of single wide units or double wide units; in order to test the market it is likely the storage unit buildings will be constructed over a period of time to determine the demand and the adequate sizes; the location along Millennium Drive was chosen for its narrow frontage allowing a minimal number of buildings exposed to the travelling public; and the amount of pavement is difficult to anticipate since the size of the stormwater detention pond has not been determined. Mr. Turner added he is confident the property will manage stormwater adequately once a detailed stormwater design is developed.

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DPDS White advised a development agreement would require the applicant to submit a stormwater management plan for approval. He added the plan must meet the standards in the Zoning By-law.

E. Gillis inquired if the fence or buildings would be constructed first. Mr. Turner noted the fence would be constructed first to ensure the security feature is in place. DPDS White noted it is likely the applicant will complete the construction of buildings in phases in order to determine the most effective number, and size, of storage unit buildings. He added the proposed layout includes the maximum number of buildings allowed on the property.

DPDS White advised the Committee is tasked with answering four questions to determine if the proposal has merit. The questions are as follows: should the Committee grant a variance for a self-storage facility; is a self-storage facility a compatible use; should the Committee recommend a development agreement be entered into by Council and the applicant; and should the Committee recommend Council accept cash in lieu of land for public purposes. DPDS White noted the property has 40 meters of frontage on Millennium Drive; the applicant has spoken with the adjacent property owners to discuss concerns; and a development agreement would require the applicant to adhere to the design submitted.

There was a brief discussion with respect to the frontage on Millennium Drive and the angle of the proposed buildings. It was noted the proposed configuration of the buildings would hide the majority of the storage unit buildings and reduce public exposure along Millennium Drive.

Town Manager Jarvie arrived at the meeting.

Mayor Grant was in attendance and inquired as to the location of the chain link fence and the anticipated timeline for a stormwater management plan. DPDS White noted the chain link fence would surround the property to limit access; and a development permit cannot be issued without an approved stormwater management plan. Mr. Turner added it is likely the pond will be fenced in as well however the location of the pond may change.

Russell Glasgow, 27 Wedgewood Drive, commented on setting a precedent for future developments; the measure of compatibility; the aesthetics of the storage buildings; and access roads to Wedgewood Drive for future developments.

DPDS White noted the following: self-storage facilities are typically quiet and unobtrusive businesses which are likely compatible with single family homes in the area; precedents are typically set if the exact same conditions apply to multiple situations; Council is not required to adhere to precedents; feedback from neighbouring property owners in the area can help determine compatibility; the development agreement will require that the applicant adheres to the design plan submitted; and two road reserves exist to allow access to Wedgewood Drive in the future.

Mr. Turner added the office building is intended to be aesthetically pleasing since it can be seen

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by the travelling public; the storage unit buildings are designed to be obscured from the public and therefore do not require a focus on aesthetics; the configuration allows a portion of a single storage unit building to be seen from Millennium Drive; however, there are techniques available to limit exposure of the individual storage unit building if necessary.

Counc. Shea further questioned the measure of compatibility, inquiring if compatibility is measured by more than the acceptance of the proposal by the neighbouring property owners or the quiet nature of the business. DPDS White advised staff, when evaluating proposals such as this, try to determine the impact of the proposal on the daily lives of neighbouring property owners. He added the proposal is likely to have less of an impact on the daily lives of the neighbouring property owners than town homes or garden homes which are permitted under the current Zoning By-law.

Bruce King, 48 Wedgewood Drive, indicated it is likely the land along Millennium Drive will be developed in the future which may reduce the existing tree buffer and expose the storage unit buildings. He briefly described the natural flow of water and the elevation of the area and inquired if a retaining wall would be constructed. He added he is amenable to the project as long as stormwater is managed appropriately.

Mr. Turner indicated the pond is to be located within the property; and the stormwater management plan will be designed to retain and gradually release stormwater flow and will meet Town requirements.

Mr. Glasgow inquired if the applicant intended to remove trees behind the perimeter of the fence. Mr. Turner indicated the applicant does not intend to remove the existing natural buffer.

Dan Roy, 43 Wedgewood Drive, inquired about the access doors on the storage unit buildings and questioned if landscaping could be used to obscure the doors from public view. Mr. Turner described the proposed location of the access doors and noted challenges arise if landscaping is placed too close to the doors. He added the fence, with privacy slats, is likely to obscure activity on the property from public view. In response to an inquiry, Mr. Turner indicated the privacy slats are also likely to reduce highway noise in the area. He added the significant tree buffer, and configuration of the storage unit buildings, are likely to absorb the highway noise as well.

Mr. Glasgow inquired about the distance between the storage unit buildings closest to the property line and the fence. Mr. Turner estimated the distance is approximately 25 feet. Mr. Glasgow questioned how much of that distance would be pavement or landscaping. Mr. Turner estimated approximately 2 meters or 6 feet would be landscaped between the fence and the storage unit buildings. Mr. Roy inquired if berms could be constructed between the fence and the storage unit buildings. Mr. Turner indicated if berms were constructed it would reduce the landscaped buffer between the fence and the storage unit buildings. Mr. Roy echoed Mr. King and indicated he was amenable to the project if their concerns are addressed.

Counc. Shea inquired if additional information, including a stormwater management plan, is

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expected before the public meeting and open session Council meeting on July 10, 2017. DPDS White advised if any changes are made by the developer a revised site plan would be provided to Council, if submitted by the Council agenda deadline; it is not typical at this stage of the application to provide a stormwater management plan. He noted development permits cannot be issued without an approved stormwater management plan. Counc. Shea inquired if it would be beneficial for Council to review the stormwater management plan before the upcoming Council meeting. DPDS White noted in some cases a stormwater management plan is requested at a preliminary stage of the application if it is believed the property cannot manage stormwater adequately. He advised staff are of the opinion the property is of a sufficient size to manage an appropriate stormwater management plan.

Counc. Lewis added the deadline for all submissions for the upcoming Council agenda is Wednesday, July 5, 2017 at noon.

Mr. Turner added stormwater management can become cost prohibitive and if so, an option exists allowing the applicant to scale back the number of storage unit buildings to maintain the natural condition of the area.

Janet Jackson, 62 Donlyn Drive, suggested gravel may be a better option, instead of pavement, to manage stormwater flow. Mr. Turner indicated the applicant has explored gravel as an option however other options, such as catch basins, may prove more advantageous. He added various options will be considered during the development of a stormwater management plan.

MOVED by Counc. Lewis and seconded by E. Gillis the Planning Advisory Committee grant a variance to Rothesay Zoning By-law 2-10 allowing for the proposed self-storage facility on Millennium Drive (PID 00065227) in lieu of the required moderate density garden homes or town houses adjacent to residentially zoned properties.

CARRIED.

MOVED by Counc. Lewis and seconded by C. Pinhey the Planning Advisory Committee approves the self-storage facility as a Compatible Use on the land off Millennium Drive (PID 00065227) on the proposed Lot 2017-1 subject to Council entering into a development agreement.

CARRIED.

MOVED by Counc. Lewis and seconded by E. Gillis the Planning Advisory Committee recommends Council enter into a development agreement with Kennebecasis Self Storage for the development of a commercial self-storage facility on the proposed Lot 2017-1 off Millennium Drive (PID 00065227) as shown on the Tentative Plan Dwg. No. T-0659.

CARRIED.

MOVED by Counc. Lewis and seconded by E. Gillis the Planning Advisory Committee recommends Council accept the amount of \$11,880.00 as cash in lieu of Land for Public Purposes for the subdivision of land off Millennium Drive (PID 00065227) to create the proposed Lot 2017-1 as shown on the Tentative Plan Dwg. No. T-0659.

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CARRIED.

5. CORRESPONDENCE FOR INFORMATION
N/A

6. DATE OF NEXT MEETING(S)

The next meeting will be held on **Tuesday, August 8, 2017.**

7. ADJOURNMENT

MOVED by Counc. Lewis and seconded by C. Pinhey the meeting be adjourned.

CARRIED.

The meeting adjourned at 6:45 p.m.

CHAIRPERSON

RECORDING SECRETARY



2017July10OpenSessionFINAL_097

BUILDING PERMIT REPORT

6/ 1/2017 to 6/30/2017

| Date | Building Permit No | Property Location | Nature of Construction | Value of Construction | Building Permit Fee |
|------------|--------------------|-----------------------|------------------------|-----------------------|---------------------|
| 06/19/2017 | BP2017-00051 | 14 ROSEDALE AVE | SINGLE FAMILY | \$210,000.00 | \$1,522.50 |
| 06/05/2017 | BP2017-00052 | 64 BEL-AIR AVENUE | SINGLE FAMILY | \$200,000.00 | \$1,450.00 |
| 06/16/2017 | BP2017-00068 | 16 BEL-AIR AVE | DECK | \$18,000.00 | \$130.50 |
| 06/27/2017 | BP2017-00070 | 21 BURPEE AVE | SINGLE FAMILY | \$275,000.00 | \$1,993.75 |
| 06/07/2017 | BP2017-00073 | 3 NORTH ST | DECK | \$10,000.00 | \$72.50 |
| 06/02/2017 | BP2017-00076 | 17 MAPLE CRES | FENCE | \$2,400.00 | \$21.75 |
| 06/02/2017 | BP2017-00078 | 68 HIGHLAND AVE | ABOVE GROUND POOL/DECK | \$20,000.00 | \$145.00 |
| 06/02/2017 | BP2017-00079 | 15 GROVE AVENUE | FENCE | \$8,800.00 | \$65.25 |
| 06/02/2017 | BP2017-00080 | 159 GIBBON ROAD | DECK | \$15,000.00 | \$108.75 |
| 06/16/2017 | BP2017-00081 | 101 HAMPTON ROAD | DECK | \$3,000.00 | \$21.75 |
| 06/07/2017 | BP2017-00082 | 40 CHARLES CRESCENT | FENCE | \$1,000.00 | \$20.00 |
| 06/09/2017 | BP2017-00083 | 22 ROTHESAY PARK ROAD | ACCESSORY BUILDING | \$2,000.00 | \$20.00 |
| 06/19/2017 | BP2017-00084 | 32 KIRKPATRICK ROAD | SINGLE FAMILY | \$210,000.00 | \$1,522.50 |
| 06/07/2017 | BP2017-00085 | 3 KIMBERLY DR | ELECTRICAL UPGRADE | \$3,200.00 | \$29.00 |



2017 July 10 Open Session Final_006

BUILDING PERMIT REPORT

6/ 1/2017 to 6/30/2017

| Date | Building Permit No | Property Location | Nature of Construction | Value of Construction | Building Permit Fee |
|------------|--------------------|-------------------|------------------------|-----------------------|---------------------|
| 06/16/2017 | BP2017-00086 | 1 MCKINNEY COURT | DECK | \$4,000.00 | \$29.00 |
| 06/08/2017 | BP2017-00087 | 16 MASTER DRIVE | RENOVATION | \$1,500.00 | \$20.00 |
| 06/02/2017 | BP2017-00088 | 43 IONA AVENUE | ELECTRICAL UPGRADE | \$1,600.00 | \$20.00 |
| 06/22/2017 | BP2017-00089 | 102 DOLAN RD | ADDITION | \$25,000.00 | \$181.25 |
| 06/22/2017 | BP2017-00092 | 97 BEAUVISTA ST | DECK | \$1,400.00 | \$20.00 |
| 06/09/2017 | BP2017-00093 | 29 BROADWAY ST | WINDOWS | \$2,100.00 | \$21.75 |
| 06/12/2017 | BP2017-00094 | 98 BIRCH CRES | DECK | \$11,500.00 | \$87.00 |
| 06/09/2017 | BP2017-00095 | 15 PARKDALE AVE | ELECTRICAL UPGRADE | \$2,000.00 | \$20.00 |
| 06/16/2017 | BP2017-00098 | 31 COVE CRES | ACCESSORY BUILDING | \$1,800.00 | \$20.00 |
| 06/16/2017 | BP2017-00099 | 75 DONLYN DR | FENCE | \$7,000.00 | \$50.75 |
| 06/16/2017 | BP2017-00100 | 5 Highbrook CRT | DECK | \$12,000.00 | \$87.00 |
| 06/16/2017 | BP2017-00102 | 13 RIVER RD | ABOVE GROUND POOL | \$1,000.00 | \$20.00 |
| 06/14/2017 | BP2017-00103 | 13 MARR RD | DEMOLITION | \$0.00 | \$500.00 |
| 06/22/2017 | BP2017-00109 | 6 BARTLETT RD | SIDING AND WINDOWS | \$12,000.00 | \$87.00 |



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BUILDING PERMIT REPORT

6/ 1/2017 to 6/30/2017

| Date | Building Permit No | Property Location | Nature of Construction | Value of Construction | Building Permit Fee |
|---------------------------|--------------------|-------------------|-----------------------------------|-----------------------|---------------------|
| 06/23/2017 | BP2017-00110 | 21 MONACO DR | DECK | \$2,000.00 | \$20.00 |
| 06/22/2017 | BP2017-00112 | 6 ROSE LN | TEMPORARY ELECTRICAL | \$1,000.00 | \$20.00 |
| 06/23/2017 | BP2017-00113 | 3 WENDY CRT | ELECTRICAL UPGRADE | \$2,000.00 | \$20.00 |
| 06/26/2017 | BP2017-00115 | 28 NEWPORT RD | STORAGE SHED | \$2,500.00 | \$21.75 |
| 06/28/2017 | BP2017-00116 | 28 BEL-AIR AVENUE | DECK | \$8,700.00 | \$65.25 |
| 06/26/2017 | BP2017-00120 | 70 HAMPTON RD | INTERIOR RENOVATIONS - COMMERCIAL | \$25,000.00 | \$181.25 |
| 06/28/2017 | BP2017-00122 | 18 MONACO DR | WINDOWS | \$25,000.00 | \$181.25 |
| Totals: | | | | \$1,127,500.00 | \$8,796.50 |
| Summary for 2017 to Date: | | | | \$4,309,804.89 | \$31,608.25 |

| | <u>Value of Construction</u> | <u>Building Permit Fee</u> |
|----------------------------|------------------------------|----------------------------|
| 2016 Monthy total to Date: | \$810,750 | \$6,503 |
| 2016 Summary to Date: | \$4,924,160 | \$37,545 |



ROTHESAY

INTEROFFICE MEMORANDUM



TO : Mayor Grant & Council
FROM : John Jarvie
DATE : 6 July 2017
RE : Capital Project – Status Report

The following is a list of 2017 capital projects underway and the current status of each along with continuing projects from 2016.

2016 Projects Carried Over

| PROJECT | BUDGET | \$ TO 30/06/17* | COMMENTS |
|---|----------------------|-----------------|--|
| Wastewater Collection Upgrade (broken down below) | \$7.5M | | Three of three tenders awarded by Council, pumps delivered, pump stations at KPark and Renforth underway |
| • WWTF Phase 1 – Forcemain | 2,000,000 | 85% | Nearing completion; Highway Usage Permit (HUP) for Taylor Brook Bridge on agenda |
| • WWTF Phase 1 – lift stations (3) | 1,600,000 | 61% | Work underway |
| • WWTF Phase 1 – lift stations (2) | 3,400,00 | 26% | Work Underway – foundations for both wet wells installed, East Riverside building under construction. |
| • Pre-purchased pumps | 500,000 | 100% | Pumps delivered. |
| Rothsay Road Designated Highway, net cost | 250,000 | 100% | paving completed; restoration behind curb ongoing |
| Secondary Plan – Hillside area | 52,000 | 31% | Concepts being developed; |
| Renforth Wharf cathodic protection | 60,000 | 100% | Materials delivered, scheduling divers to complete |
| 2017 Resurfacing Design | 60,000 | 28% | Contract awarded |
| Water Plant Aux Building | 200,000 | 74% | Framing, electrical and wallboard complete |
| General Specification for Contracts | 40,000 | - | Consultant engaged, work underway. |
| Acquisition of Vehicles Works/Utilities | 940,000 | 16% | Loader delivery date set as Aug 21st |
| Acquisition of Asphalt Recycler | 110,000 | 100% | Received and in service |
| Designated Highways | 285,000 ¹ | - | Funding request denied, project deferred |
| Street Resurfacing | 1.4M | 1% | Tender awarded, work underway |
| Curb & Sidewalk | 346,000 ² | | Wells 'connection' & Rothesay Road sidewalk to be deferred pending future grant; monies to be reserved subject to Council direction. |
| Purchase of Mower | 7,500 | 100% | Received and in service |
| Town Hall Renovations | 40,000 | - | Portion allocated for tenant improvements |
| KVFD Capital | 78,500 | - | To be claimed when purchase completed |
| Fields & Trails | 40,000 | - | Scribner parking design & Wells side trails |
| Technology | 55,000 | | Copier, website redesign, software upgrades |
| Diesel storage tank | 90,000 | - | Master Drive, design complete, PO issued for tank purchase |
| Water supply development | 150,000 | 33% | Completion of Well 6 |
| Hampton Road water main | 200,000 ³ | - | Tender award on current agenda |
| Station Road water main | 100,000 | - | Deferred |
| Water tank mixing system | 25,000 | - | |
| Service equipment | 25,000 | - | Refit currently underway |
| WWTP Phase II design | 1.4M ⁴ | - | Funding application submitted. |
| Sewer system improvements | 300,000 | - | Included in 2017 asphalt contract - underway |

* Funds paid to this date.

¹ Subject to Provincial Grant

² Subject to award of Federal/Provincial grant

³ Subject to progress on Hillcrest development

⁴ Subject to Build Canada funding



70 Hampton Road
Rothesay, NB
E2E 5L5 Canada

Rothesay Council
July 10, 2017

TO: Mayor Grant and Members of Rothesay Council

SUBMITTED BY:


John Jarvie, Town Manager

DATE: July 7, 2017

SUBJECT: Traffic Bylaw 1-14

RECOMMENDATION

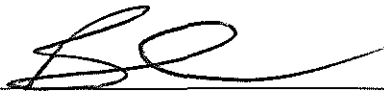
It is recommended that Mayor and Council:

- 1) Remove bylaw 1-14 from the table;
- 2) Give second reading to bylaw 1-14; and
- 3) Approve advertising of bylaw 1-14 by posting to the official town of Rothesay website.

ORIGIN

Bylaw 1-14 received first reading and was tabled at the June 12, 2017 meeting of Council prior to receiving second reading.

Report Prepared by:


Brett McLean, Director of Operations

BY-LAW NO. 1 - 14
A BY-LAW OF THE MUNICIPALITY OF ROTHESAY
TO REGULATE TRAFFIC

The Council of Rothesay, under authority vested in it by the Municipalities Act R.S.N.B. (1973), Chapter M-22 and amendments thereto and in accordance with the Motor Vehicle Act, R.S.N.B. (1973), Chapter M-17 and amendments thereto enacts as follows:

1. TITLE

This By-law may be cited as the "Rothesay Traffic By-law".

2. INTERPRETATION

In this By-law, unless the context otherwise requires;

- a. words in this By-law which are defined in Section (1) of the Motor Vehicle Act, R.S.N.B. 1973, and amendments thereto, have the meaning as defined in the Act;
- b. "bridge" means any structure used or intended to be used for the purpose of carrying traffic on a highway, over or across a river, stream, ravine, railway or other highway, and having a length between abutments not less than three meters, and includes the approaches thereto;
- c. "commercial vehicle" means any vehicle with a gross mass of four thousand five hundred (4,500) kilograms or more and designed or adapted for the carrying of freight, goods, wares or merchandise and does not include a private passenger vehicle;
- d. "bus stop" means a street or portion of a street set aside for the exclusive parking of buses for the purpose of allowing passengers to enter or alight therefrom;
- e. "Council" means the Mayor and Councilors of Rothesay;
- f. "curb" means and includes any lateral limit of the portion of a street used and intended to be used for vehicles whether marked by curbing or not;
- g. "designated parking space" means a parking space which has specifically been marked or painted in a parking lot to facilitate the parking of vehicles in a neat and orderly fashion;
- h. "loading zone" means a street or portion of a street set aside for the exclusive parking of commercial vehicles for the purpose of loading and unloading of merchandise;
- i. "taxicab stand" means a portion of a street within the Town designated by the Planning Advisory Committee, in collaboration with the Chief of Police to be used as a Taxicab stand and so marked;

- j. "traffic officer" means a member of the Royal Canadian Mounted Police, Rothesay Regional Police Force, or any person designated by the Council as a traffic officer;
- k. "Town" means the town of Rothesay or the area contained within its municipal boundaries as the context requires;
- l. "tricycle" means every device propelled by human power upon which any person may ride, having three wheels; and
- m. TAC means the Transportation Association of Canada Manual of Uniform Traffic Control Devices.

3. MAXIMUM SPEED OF VEHICLES

- 1. Pursuant to the Motor Vehicle Act, Chapter M-17 of the Revised Statutes of New Brunswick:
- 2. 40 kilometres per hour is prescribed as the rate of maximum speed on any highway or street within the Town unless otherwise set out in Schedule 'A-1' or designated as a Provincial Highway by the Province of New Brunswick;
- 3. Twenty (20) kilometres per hour is prescribed as the rate of maximum speed in all Town-owned parks.
- 4. Thirty (30) kilometres per hour is prescribed as the rate of maximum speed within the school zones set out in Schedule 'A-2';

4. TRAFFIC CONTROL DEVICES

- 1. Traffic control signals to regulate, warn or guide traffic shall be erected, placed and maintained at the intersections listed on Schedule 'A-3' of this By-law.
- 2. In addition at intersections where sidewalks exist, special pedestrian control signals exhibiting the TAC standard symbols for "Walk" and "Don't Walk" activated by the push of a button shall be erected, placed and maintained at the intersections listed on Schedule 'A-3' of this By-law.

5. THROUGH HIGHWAYS

Highways and portions of highways designated as through highways are listed as arterial streets on Schedule 'A-4' of this By-law. Stop signs shall be erected at all entrances thereto and at all entrances to Hampton Road and Marr Road other than those listed in Schedule 'A-3'.

6. TRUCK ROUTES

- 1. Council may designate highways or portions of highways as Truck Routes. Highways and portions of highways so designated are listed as truck routes on Schedule 'A-5' of this By-law.

2. All other streets or highways are considered restricted to use by trucks except for local deliveries. Notice of prohibition imposed under the authority of section 1 shall be given by a sign posted in an appropriate location on any street not included in Schedule A-5 of this bylaw.
3. Subject to section 4 where, in the opinion of Council, the operation of a truck is appropriate on a local street, Council may establish a truck route and shall publish a notice to that effect on the Rothesay website and post signs where deemed by Council to be appropriate.
4. The Council may cancel a notice or restriction published under section 2 by giving a certificate to that effect.
5. The driver of a Commercial Vehicle shall not use any highway within the Town except a truck route.
6. For the purpose of delivering or taking delivery of a load at a point in the Town not immediately accessible to a truck route, and returning therefrom, the driver of a vehicle mentioned in this section, shall use a truck route to and from the point thereon nearest the point of delivery or pick up and use only the highway which provides the shortest route between the truck route and the point of delivery or pick up.
7. The provisions of this section do not apply to:
 - i. vehicles owned by or under contract to the Town;
 - ii. vehicles owned by the Kennebecasis Valley Fire Department;
 - iii. vehicles owned by the Rothesay Regional Police Force;
 - iv. vehicles owned by the Province of New Brunswick; and
 - v. vehicles owned by a public utility.

7. STOPPING, STANDING, OR PARKING OF A VEHICLE

1. No Person shall stop, stand or park a vehicle on any highway within the Town not designated as a provincial highway except in accordance with this By-law and no person shall stop, stand or park a vehicle on any street or portions thereof:
 - i. having a measured width between curbs of less than 6.5 meters;
 - ii. set aside for the travel of bicycles, exclusive parking of buses or taxicabs for the purpose of allowing passengers to enter or alight therefrom;
 - iii. so as to prevent or obstruct the passing of other vehicles such that said vehicles are made to cross the centerline of the highway;
 - iv. within three (3) meters of an entrance to a church, school, hotel or theater; or
 - v. in any areas listed on Schedule 'A-7'
2. No person shall park a vehicle in a parking lot other than in a designated parking space.

3. A traffic officer may move or cause to be moved any vehicle found stopped or parked in violation of the provisions of this By-law on any highway within the Town. A vehicle so moved under this section shall be stored in such a place as the traffic officer may direct and the registered owner of such vehicle at the time shall be liable for the costs and charges for the moving and storage thereof in addition to any fines levied against the vehicle owner.
4. It is hereby declared that the provisions of this section are enacted for the purpose of street maintenance.
 - a. During the timeframe between November 15 and April 15, between the hours of midnight and 07:00 of any day, no person shall park a vehicle unattended on any highway.
 - b. During the timeframe between November 15 and April 15, between the hours of midnight and 07:00 of any day The Council, or its designate, or a traffic officer may move or cause to be moved any vehicle found impeding winter maintenance, plowing of snow, stopped or parked in violation of the provisions of this By-law on any highway within the Town. A vehicle so moved under this subsection shall be stored in such a place as the Council or its authorized designate, or a traffic officer may direct and the registered owner of such vehicle at the time shall be liable for the costs and charges for the moving and storage thereof.

8. DISABLED PARKING

No person shall park a vehicle on a highway in a location reserved for parking by disabled persons unless there is displayed on or in the vehicle a disabled person's identification plate, permit or placard issued by the Registrar of Motor Vehicles for the Province of New Brunswick.

9. FIRE LANES

No person shall stop, stand or park a vehicle, whether attended or unattended, within 6 metres of the exterior wall of any building where a fire lane has been appropriately signed.

10. BUS STOPS

1. Any bus operated or approved for operation by the Town may stop at a designated bus stop for the purposes of accepting and/or discharging passengers.
2. Those areas so designated on any portion of a highway as passenger drop-off and pick-up stops shall be marked by the appropriate signs showing the limits thereof. Locations of Bus Stops are subject to the approval of the Council or its designate.

11. LOADING ZONES

No person shall stand, stop or park a vehicle in an authorized loading zone between the hours of 07:00 and 22:00 Monday to Friday, inclusive, unless it meets all of the following conditions:

- a. the vehicle bears a commercial license plate or has commercial signs prominently and permanently affixed to the vehicle establishing that the vehicle is a commercial vehicle other than a taxicab;
- b. the owner or driver of the vehicle is actually engaged in loading or unloading of merchandise from the vehicle;
- c. the vehicle occupies the loading zone for a maximum continuous period of not more than ten (10) minutes; and
- d. Those areas so designated on any portion of a highway as loading zones shall be marked by appropriate signs showing the limits thereof.

12. TAXICAB STANDS

No person shall stand, stop or park a vehicle in a taxicab stand unless:

- a. such vehicle is a taxi licensed in accordance with the Rothesay Taxicab By-law 17-01 and amendments thereto; and
- b. the vehicle is attended by the driver thereof and available for hire.

13. WINTER TRACTION TIRES

In this section:

"winter traction tires" means:

- i. tires with treads designed specifically to provide effective traction on streets during snow and ice conditions;
- ii. or tires equipped with iron and steel links or studs or other material designed to fit and fasten over motor vehicle tires providing effective traction on streets during snow and ice conditions;

"winter period" is defined by the MVA section 241(3) as the period between the first day of December in any year and the Thirty-first day of March in the following year. During this time a motorist shall use studded tires on any roadway in New Brunswick. The Minister responsible may, at his or her discretion, extend the allowable timeframe for studded tires.

1. No person shall, while snow or ice is on the surface of a street (excluding provincial highways) during a winter period, drive a motor vehicle which is not equipped with winter traction tires on any municipally designated street, in such a manner as to interfere with the passage of other motor vehicles or persons;
2. When any traffic officer finds a motor vehicle impeding traffic in violation of the provisions of Section 1, such officer may:
 - a. move or cause to be moved such vehicle; or

- b. require the driver to move the vehicle to a position off the main travelled portion of such street;

14. SPRING WEIGHT RESTRICTIONS

1. Subject to section 2 where, in the opinion of the Council, the operation of a motor vehicle may cause serious damage to a highway due to climatic conditions, Council may impose weight restrictions, not greater than those imposed by the Minister of Transportation, with respect to such highway at such time and for such period as Council deems necessary and shall publish a notice to that effect in a newspaper of general circulation in the Town.
2. The Council may cancel a notice or restriction published under section 1 by giving a certificate to that effect.
3. Notice of any prohibition or restriction imposed under the authority of section 1 shall be given by signs posted in appropriate places throughout the municipality where the restrictions apply to the highways in general, otherwise on or near the highway affected.
4. Where a person operates a motor vehicle on a highway with respect to which weight restrictions are in effect, and the weight of the vehicle including load is in excess of the weight restriction, that person is guilty of an offence and on summary conviction is liable to a fine of not less than one hundred dollars nor more than one hundred twenty-five dollars.
5. Sections 13(1) to 14(3) do not apply to Provincially Designated Highways.
6. A police officer may arrest without warrant any person whom they find committing or has reasonable grounds for believing has committed an offence specified in section 4 and take such persons before a judge of a court of competent jurisdiction to be dealt with according to law.
7. No person shall move along or across a sidewalk, municipal street or public place, any building, vehicle or other heavy object that by reason of its weight, size or form of construction may cause damage to the structure therein and thereon, except in accordance with a special permit issued by the Town Engineer. Similar movements along or across provincially designated highways fall under the jurisdiction of the Minister of Transportation.

15. HORSES

No person shall:

1. Ride or drive a horse or horse-drawn vehicle upon a sidewalk except for the purpose of directly crossing such sidewalk; or
2. leave a horse unattended on any highway unless the horse or the vehicle to which it is harnessed is firmly fastened to a post or weight.

16. TRICYCLES/BICYCLES

1. No person shall ride or drive or tricycle on a highway unless the person is wearing a helmet.
2. No person or guardian of a person who is under sixteen (16) years of age shall authorize or knowingly permit that person to ride or operate a tricycle on a highway unless the person is wearing a helmet.
3. No person shall ride or drive a bicycle upon any sidewalk or upon any footpath which is designated as a "no cycling" zone except for the purpose of crossing such sidewalk or footpath.

17. PARADES AND PROCESSIONS

1. The Council, or its designate, may from time to time authorize an event or parade which may cause the disruption of traffic flow on a highway or highways within the Town.
2. Where an event or parade has been authorized in accordance with section 1 the organizers of such an event shall apply to the Chief of Police for a parade permit and the Chief or his designate may issue a permit providing he is satisfied that proper measures have been taken for the safe passage of the parade and for the safety of bystanders.
3. Where any portion of an event approved in accordance with section 1 is proposed to take place on a Provincially Designated Highway, the party proposing the event must advise the Department of Transportation and Infrastructure District Engineer in writing, at least ten (10) business days prior to the scheduled date of the event describing the measures taken to address all relevant safety factors. The District Engineer must respond, in writing, acknowledging satisfaction with the advice provided by the proponent.

18. THIS SECTION IS INTENTIONALLY BLANK

19. NUISANCES

1. No person shall park a motor vehicle on any street at any time so as to impede traffic and if a traffic officer or person designated by Council orders the vehicle removed, the owner of the vehicle shall be liable for any removal, towing and storage charges.
2. No person shall place or park on any street, at any time, a motor vehicle for the purpose of sale, or display for offer of sale and if a traffic officer or person designated by Council orders the vehicle removed, the owner of the vehicle shall be liable for the cost of removal, towing and storage of the vehicle.

3. No person shall dump, push or place snow or ice onto the highway or within the ditches of any highway.
4. No person shall remove or attempt to remove, dig up, cut down, destroy or in any manner damage or injure any trees in or upon any highway or public place.
5. No person shall remove, mark or deface any placard, fence, sign or barricade by the Town authority.
6. No motor vehicles, except those authorized by the Town, are allowed on lands designated as parks, playgrounds, beaches, green areas, ball fields, wharves, lawns, nature preserves, land for public purposes or open spaces, except in those areas designated as driveways and parking lots.

20. IMPOUNDING OF VEHICLES

A traffic officer may remove and impound any vehicle which is found to be parked on any street in contravention of any By-law and no person shall take possession of a vehicle so removed or impounded until all costs and charges for removal, towing and storage of such vehicle have been paid.

21. OFFENCES

Every person is guilty of an offence under this By-law who:

- a. in any manner, except in the reasonable use, breaks the shoulder of any highway or damages or defaces any highway, bridge or culvert;
- b. defaces, destroys or removes any tree located in the highway right-of-way;
- c. willfully hinders or interrupts any officer, engineer or agent acting under the authority of the Council in the lawful exercise of their duties;
- d. refuses or neglects to perform a duty imposed upon them by this By-law; or
- e. violates or fails to comply with a provision of this By-law, or of a resolution made under authority thereof.

22. ADMINISTRATION, ENFORCEMENT AND PENALTIES

1. Every person charged with an offence under this By-law may, on or before the date of a charge pertaining to the offence has been laid in Provincial Court, make a voluntary payment of \$50.00 (Fifty Dollars) to the Kennebecasis Regional Police Force as follows:
 - a. In person at the Kennebecasis Regional Police Station, Quispamsis, New Brunswick, in cash or by cheque or money order payable to the Rothesay Regional Police Force; or
 - b. By mail to: Kennebecasis Regional Police Force, 126 Millenium Drive, Quispamsis, New Brunswick, E2E 6E6, Attention Fine Revenue Clerk,

by cheque or money order only, payable to the Rothesay Regional Police Force;

at which time the ticket or ticket number shall be surrendered to the Kennebecasis Regional Police Force and such payment shall be deemed payment in full.

2. If the voluntary payment set out in section 53 has not been received on or before the date a charge pertaining to the offence has been laid in Provincial Court, the person charged with the offence may make a voluntary payment of \$75.00 (Seventy-Five Dollars) as follows:
 - a. In person at the Saint John Law Courts, Hazen Avenue, Saint John, New Brunswick, by cash or certified cheque or money order payable to the Minister of Finance; or
 - b. By mail to: Province of New Brunswick, P.O. Box 6000, Fredericton, New Brunswick, E3B 5H1, Attention Provincial Court, by certified cheque or money order only, payable to the Minister of Finance;at which time the ticket or ticket number shall be surrendered to the Provincial Court and such payment shall be deemed payment in full.
3. If the voluntary payments set out in section 22(1) and 22(2) have not been received on or before the hearing scheduled for entering of a plea before the Provincial Court, the person charged with the offence is liable, on conviction, to a fine of \$125.00 (One hundred Twenty-Five Dollars).
4. The Council, or its designate, may from time to time cause to be erected signs or other devices for the purpose of direction or regulating vehicle and/or pedestrian traffic on any municipal street and may remove such signs or devices so long as any such sign or device is a recognized traffic control device under the Motor Vehicle Act. The erection of signage along a provincially designated highway is under the authority of the Minister of Transportation.

23. REPEAL PROVISIONS

All By-laws, rules and regulations and amendments heretofore passed, adopted and observed by the councils of the former Town of Rothesay and the former Villages of Fairvale, East Riverside-Kingshurst and Renforth, more specifically but not limited to: By-Law 10 (Rothesay), By-Law 75 (Fairvale) and By-Laws 35 and 36 (Renforth) are hereby repealed.

24. ONE WAY AND CONTROLLED ACCESS HIGHWAYS

1. Highways and portions of highways designated by Council as One-way Highways are listed in Schedule 'A-6' of this By-Law.
2. Highways or portions of highways designated as a controlled-access highway are listed in Schedule 'A-8' of this By-Law.

EFFECTIVE DATE

This By-law comes into effect on the date of final enactment thereof.

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
ENACTMENT

ORDER OF THE LIEUTENANT-
GOVERNOR IN COUNCIL #

Department of Public Safety - Deputy
Minister

Nancy Grant
MAYOR

Mary Jane E. Banks
CLERK

Schedule A

| | | |
|-----|---|---|
| A-1 | STREETS WITH 60 KILOMETRE SPEED LIMITS | <ol style="list-style-type: none">1. Bradley Lake Road2. Millennium Drive3. Rothesay Road between City of Saint John Boundary and Golf Club Court |
| | STREETS WITH 50 KILOMETRE SPEED LIMITS | <ol style="list-style-type: none">1. Clark Road2. French Village Road3. Gondola Point Road – excluding the portion between Rothesay Road and Almon Lane4. Grove Avenue5. Marr Road6. Vincent Road7. Dolan Road – from McGuire Road to Town Limits8. Hampton Road |
| | STREETS WITH 30 KILOMETRE SPEED LIMITS | <ol style="list-style-type: none">1. College Hill Road2. Gondola Point Road - from Hampton Road to Almon Lane |

- A-2 SCHOOL ZONES**
1. Broadway Street from the intersection with Park Drive west 275m
 2. Eriskay Drive south of the intersection with Hillcrest Drive and Crestwood Drive west of the intersection with Elmhurst Crescent
 3. Strong Court
 4. School Avenue from intersection with Strong Court to a point 120 m northeast of the intersection
 5. Hampton Road from Almon Lane to Rothesay Road
 6. Hampton Road from Scott Avenue to Hillcrest Drive
- A-3 TRAFFIC CONTROL SIGNALS with WALK LIGHTS**
1. Hampton Road and Marr Road
 2. Hampton Road and Oakville Lane
 3. Campbell Drive and Route 111
 4. Campbell Drive and Marr Road
 5. Campbell Drive at Superstore main entrance.
- A-4 THROUGH HIGHWAYS**
1. Bradley Lake Road
 2. Campbell Drive between Hampton Road and Millennium Drive; between Millennium Drive and Superstore main entrance; between Superstore main entrance and Marr Road; between Marr Road and St Martins Road; between St Martins Road and Grove Avenue
 3. Clark Road
 4. Dofred Road
 5. Dolan Road
 6. Donlyn Drive
 7. Fox Farm Road
 8. Frances Avenue
 9. French Village Road
 10. Gondola Point Road
 11. Grove Avenue between Hampton Road and Campbell Drive; between Campbell Drive and the end of Grove Avenue
 12. Hampton Road between Rothesay road and Marr Road; between Marr Road and Campbell Drive; between Campbell Drive and Donlyn Drive; between Donlyn Drive and North-East Town Boundary

13. Highland Avenue
14. Marr Road
15. Millennium Drive
16. Monaco Drive between Longwood Drive
and Seville Row; between Seville Row
and the end of Monaco Drive
17. Park Drive
18. Rothesay Road
19. Simone Street between French Village
Road and Joshua Street; between
Joshua Street and Willie Street
20. Vincent Road

- A-5 TRUCK ROUTES**
1. Bradley Lake Road
 2. Campbell Drive
 3. Dolan Road
 4. Fox Farm Road
 5. French Village Road
 6. Grove Avenue
 7. Hampton Road
 8. Marr Road
 9. Millennium Drive
 10. Rothesay Road
 11. Route 1 (McKay Highway)
 12. Route 111 (Airport Arterial)
 13. Southridge Road
- A-6 ONE WAY HIGHWAYS**
1. Rothesay Park Road
 2. Hillsvie Drive
 3. Shadow Hill Court
- A-7 RESTRICTED PARKING ZONES**
- Ball Park Road
 - both sides from Gondola Point Road and extending 325 metres along Ball Park Road
 - French Village Road
 - both sides from Route 111 to the Quispamsis boundary
 - Gondola Point Road
 - east side from Rothesay Road to Church Avenue
 - James Renforth Drive
 - both sides from the northern intersection with Rothesay Road and extending 500 metres southerly
 - McGuire Road
 - both sides from Highway 1 extending 150 metres east
 - Park Drive
 - both sides from the City boundary extending north 300 metres
 - Rothesay Road
 - both sides for the entire length of the street except maximum 2 hour parking on lay-by areas during the period between April 16 and November 14
 - Wharf Road
 - both sides for the entire length of the street
 - Maiden Lane
 - both sides for the entire length of the street

Strong Court

- both sides for the entire length of the street

Eden Drive

- both sides for the entire length of the street

Grove Avenue

- both sides for the entire length of the street (from Hampton Road to the cul-de-sac beside Highway 1)

Almon Lane

- both sides for the entire length of the street

Peters Lane

- both sides for the entire length of the street

Church Avenue

- from the intersection with Gondola Point Road to a point 90m southeast of the intersection

A-8 CONTROLLED ACCESS HIGHWAYS Campbell Drive from the intersection with Marr Road to the intersection with Route 111.

A-9 RA-5 CROSSWALKS LOCATIONS

- a) Gondola Point Road at School Avenue
- b) Gondola Point Road at Cameron Road
- c) Gondola Point Road at River Road
- d) Gondola Point Road at Hampton Road
- e) Rothesay Road at Tennis Court Road
- f) Rothesay Road at Fox Farm Road
- g) Hampton Road at Grove Avenue
- h) Hampton Road at Hillcrest
- i) French Village Road at soccer field
- j) Rothesay Road at College Hill Road

A-10 PRIVATE ROADS

- a) Aldamay Lane
- b) Minnard Lane
- c) Arena Lane
- d) Bartlett Road
- e) Bishop's Drive
- f) Bonneycastle Lane
- g) College Hill Road (on RNS Campus)
- h) Heritage Lane
- i) Netherwood Lane
- j) Dayspring Lane
- k) Madill Lane
- l) Fairweather lane
- m) Gentleman Drive
- n) Golden Pond Lane
- o) Sheryl Drive
- p) Gordon Lane
- q) Highmeadow Lane

- r) Homestead Road
- s) Lacey Drive
- t) Kingshurst Lane
- u) Kingsview Court
- v) Knoll Lane
- w) Maiden Lane (Knoll Lane to end)
- x) McNamee Lane
- y) Troop Street
- z) White Lane
- aa) Miller Lane
- bb) Miller Park Drive
- cc) Persimmon Lane
- dd) Pugsley Court
- ee) Rose Lane
- ff) Watercrest Lane
- gg) Wilson Drive
- hh) Scovil Lane



70 Hampton Road
Rothesay, NB
E2E 5L5 Canada

Rothesay Council
July 10, 2017

TO: Mayor Grant and Members of Rothesay Council

SUBMITTED BY:



John Jarvie, Town Manager

DATE: July 7, 2017

SUBJECT: Traffic Bylaw 3-03 Revision

RECOMMENDATION

It is recommended that Council revise Bylaw 3-03, A Bylaw of the Municipality of Rothesay to Regulate Traffic, Schedule A-7 g)

FROM:

(g) Rothesay Road

- both sides for the entire length of the street

TO:

(g) Rothesay Road

- both sides for the entire length of the street except maximum 2 hour parking on lay-by areas during the period between April 1 and November 30

ORIGIN

Recently there have been questions regarding the clarity of the existing traffic bylaw with respect to restricted parking areas in Rothesay.

BACKGROUND


The existing traffic bylaw 3-03 outlines the entirety of Rothesay Road within Rothesay as a restricted parking zone. The Town has created layby areas along Rothesay Road which serve the purpose of short term parking

for residents wishing to pull over to enjoy the view, leave their vehicle and go for a short walk and possibly park a vehicle during winter months if steep driveways present a short term challenge. The layby areas are part of the Right of Way for Rothesay Road and according to section 13 of the Bylaw they form part of the street. Interpreted literally the current bylaw would state that parking in the layby areas is prohibited.

DISCUSSION

There has been a general misunderstanding and the lack of signage and clear wording in the bylaw has created confusion with respect to proper use of the layby areas. The Town's Engineer is of the opinion that the layby's should be used for short term parking during the summer months and be made available for longer (but not permanent daily) term parking during the winter months. Accordingly, this report recommends that Council adopt a clarifying revision to the Restricted Parking Schedule A-7 of the bylaw to clearly identify how the layby areas should be used and when.

Report Prepared by:


Brett McLean, Director of Operations

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

A-7

**RESTRICTED PARKING
ZONES**

(a) Ballpark Road

- both sides from Gondola Point Road and extending 325 metres along Ball Park Road

(b) French Village Road

- Both sides from Route 111 to the Quispamsis boundary

(c) Gondola Point Road

- east side from Rothesay Road to Church Avenue

(d) James Renforth Drive

- both sides from the northern intersection with Rothesay Road and extending 500 metre southerly

(e) McGuire Road

- both sides from Highway 1 extending 150 metres east

(f) Park Drive

- from the City boundary extending north 300 metres

(g) Rothesay Road

- both sides for the entire length of the street except maximum 2 hour parking on lay-by areas during the period between April 1 and November 30

(h) Wharf Road

- both sides for the entire length of the street



70 Hampton Road
Rothesay, NB
E2E 5L5 Canada

Rothesay Council
July 10 2017

TO: Mary Jane Banks, Town Clerk

SUBMITTED BY:

Brian White, Director of Planning and Development Services

DATE: 5 July 2017

SUBJECT: Millennium Drive Self-Storage Proposal

RECOMMENDATION REPORT

RECOMMENDATION

Council HEREBY authorizes the Mayor and Clerk to into a development agreement, as amended, with Kennebecasis Self Storage for the development of a commercial self-storage facility on the proposed Lot 2017-1 off Millennium Drive (PID 00065227) as shown on the Tentative Plan Dwg. No. T-0659.

ORIGIN

On July 4, 2017 the Rothesay PAC reviewed an application by Kennebecasis Self-Storage Ltd. to construct a self-storage facility on lands off Millennium Drive and Wedgewood Drive. The proposal would include buildings containing storage lockers and a rental office building containing a second story apartment for onsite management of the facility. The proposed new 1.10 hectare parcel will be subdivided from the parent parcel (PID 00065227) owned by Scott Brothers Ltd.. In review of the application PAC passed the Motions that approved variances and recommended Council enter into a Development Agreement.

MOVED by Counc. Lewis and seconded by E. Gillis the Planning Advisory Committee recommends Council enter into a development agreement with Kennebecasis Self Storage for the development of a commercial self-storage facility on the proposed Lot 2017-1 off Millennium Drive (PID 00065227) as shown on the Tentative Plan Dwg. No. T-0659.

CARRIED.

Staff have revised the development agreement as directed. Several of the amendments are non-substantive and clerical in nature. The primary amendments, are to clarify requirements for storm water management and to clarify the developer's obligation to install berms to buffer the proposed development as shown on Schedule D.

DEVELOPMENT AGREEMENT

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

Parcel Identifiers
of Parcels Burdened
by Agreement: 00065227
(PID to be retired pending lot subdivision)

Owner of Land Parcel: **Kennebecasis Self-Storage Ltd.**
88 Hilltop Drive
Hampton, NB
E5N 5P2 (Hereinafter called the "Developer")

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

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

WHEREAS the Developer is the registered owner of certain lands located
at ## Millennium Drive (PID 00065227) and which said lands are more
particularly described in Schedule A hereto (hereinafter called the "Lands");

AND WHEREAS the Developer is now desirous of entering into an
development agreement to allow for the development of a commercial self-
storage facility on the Lands as described in Schedule A.

AND WHEREAS Rothesay Council did, on (INSERT DATE), authorize
the Mayor and Clerk to enter into a development agreement with Kennebecasis
Self-Storage Ltd. to develop a commercial self-storage facility on the Lands.

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

1. The Developer shall develop the Lands in a manner, which, in the opinion of
the Development Officer, is generally in conformance with the following
Schedules attached to this Agreement:
Schedule B Site Plan
Schedule C Elevations and Floor Plans
Schedule D Landscaping Detail (Berms)
2. The Developer agrees that the maximum area of all self-storage buildings
situated on the Lands indicated on Schedule A shall not exceed 2801 square
meters; the maximum area of the main business office building containing
office uses, mini-storage units, and a second storey staff apartment shall not
exceed 178 square meters.
3. The Town and Developer agree that the Development Officer may, at their
discretion, consider a reduction in the total area of all self-storage buildings
and the resulting applicable and necessary changes to Schedule B as non-
substantive and generally in conformance with this Agreement.
4. The Developer expressly agrees and understands that notwithstanding any
provision of the Town's Building By-laws or any statutory by-law or regulatory

provision to the contrary, the Building Inspector shall not issue a building permit to the Developer for work directly connected with the development of the Lands, nor shall the Developer be entitled to such a permit unless and until the Developer deposits with the Town an Irrevocable Letter of Credit from a Canadian Chartered Financial Institution or other security acceptable to the Town:

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

Off-Site Disturbance

- 5. The Developer agrees that any disturbance to existing off site infrastructure resulting from the development, including but not limited to, streets, sidewalks, curbs and gutters, street trees, landscaped areas and utilities, shall be the full responsibility of the Developer, and shall be reinstated, removed, replaced or relocated by the Developer as directed by the Development Officer, in consultation with the Director of Operations.

Development Permit

- 6. The Developer agrees to not commence clearing of trees, removal of topsoil or excavation activities in association with the construction of the development until the Town has approved a development permit for site grading, erosion and sedimentation control as issued by the Development Officer.
- 7. The Developer agrees that, notwithstanding that a site grading permit may be issued, the Development Officer shall not issue a development permit to the Developer for work directly connected with the construction of buildings on the Lands until the Developer submits the following plans acceptable to the Town:
 - 1. Storm water Management Plan as per PART 9 of this agreement; and
 - 2. Landscaping Plan that identifies specific details to provide a buffer or provide screening between the self-storage facility and adjacent residential properties as well as for general aesthetic enhancement.

Municipal Sidewalks

- 8. The Developer shall carry out and pay for the entire actual cost of a public sidewalk constructed to Town standards within the Town right-of-way along the entire frontage of the Land with Millennium Drive, subject to inspection and approval by the Director of Operations, including the following:
 - a) supply and maintenance of for a period of one (1) year the topsoil, sod, landscaping and the planting of street trees located every 10 meters, or an equivalent number planted in locations approved by the Town, along the length of the public road right-of-way where such trees are as follows:
 - i. Not smaller than six centimetres (6 cm) in diameter measured at a point being 2 meters above the root ball such trees species as approved by the Development Officer.

Storm Water Management

- 9. The Developer agrees to have a storm water management plan designed by a professional engineer so that the peak surface runoff rates discharged from the development shall not exceed pre-development peak discharge rates as

described in Schedule "D" Storm water Management for Millennium Park Zone of Zoning By-law 2-10.

10. The Developer agrees to carry out and pay for all costs related to the installation of a storm water management system, while ensuring compliance with applicable Town By-laws and subject to inspection and approval by the Director of Operations.
11. The Developer agrees to provide to the Town Engineer written certification of a Professional Engineer, licensed to practice in New Brunswick that the storm water system has been satisfactorily completed and constructed in accordance with the Town specifications.

Water Supply

12. In addition to and notwithstanding the payments committed elsewhere in this agreement the Developer agrees to pay the Town an amount, calculated by the Director of Operations in the manner set out in By-Law 7-04 Water By-Law as amended from time to time, for Permit Connection and Water System Access Fees, which shall be paid to the Town on issuance of the building permit.
13. The Town agrees to supply potable water for the commercial self-storage facility and the associated residential use incidental thereto and for no other purposes whatsoever.
14. The Developer agrees that the water supply shall not be used to service any water-to-air heat pump or exchanger and that there shall be no inter-connection with domestic wells.
15. The Developer agrees to provide and grant to the Town, its successors and assigns, unencumbered easements, in the form customarily used by the Town, which the Town might deem necessary to adequately provide for the operation and maintenance of storm water drainage, water supply systems including the water service laterals and fire hydrants.
16. The Town does not guarantee and nothing in this Agreement shall be deemed to be a guarantee of an uninterrupted supply or of a sufficient or uniform water pressure or a defined quality of water. The Town shall not be liable to the Developer or to any person, firm or corporation for any damage or injury caused by the interruption of the supply of water, the lack of uniform pressure thereof or the quality of water. Further the Developer agrees to the following:
 - (a) The Developer agrees that a separate water meter shall be installed, at their expense, for each connection made to the Town Water System.
 - (b) The Developer agrees that the Town Council may terminate the Developer's connection to the Town water system in the event that the Town finds that the Developer is drawing water for an unauthorized purpose or for any other use that the Town deems in its absolute discretion.
17. The Developer agrees that all connections to the Town water mains shall be approved by the Director of Operations or such other person as is designated by the Town and shall occur at the sole expense of the Developer.
18. The Developer agrees that Town staff shall visually inspect the connection to the Town water mains before the connection is buried. In the event such connections are buried prior to inspection the Developer shall on the demand of Town Staff re-excavate such connections for inspection at no cost to the Town.
19. The written certification of a Professional Engineer, licenced to practice in the

Province of New Brunswick that the connection of service laterals and the connection to the existing town water supply has been satisfactorily completed and constructed in accordance with the Specifications for Developers is required prior to the occupation of any buildings or portions thereof.

Sanitary Sewer System

20. In addition to and notwithstanding the payments committed elsewhere in this agreement the Developer agrees to pay the Town an amount, calculated by the Director of Operations in the manner set out in By-Law 1-15 Sewage By-Law as amended from time to time, for Permit and Sewer Connection Fees which shall be paid to the Town on issuance of the building permit.
21. 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. Engineering design, supply, installation, inspection and construction of all service lateral or laterals necessary to connect to the existing sanitary sewer system inclusive of all pipes, laterals, fittings, and precast concrete units. The Developer shall connect to the existing sanitary sewer system at a point to be determined by the Director of Operations. Connection to the Town sewer system will be made by directional drilling unless otherwise approved by the Director of Operations.
 - b. Providing and granting to the Town, its successors and assigns, unencumbered easements, in the form customarily used by the Town, which the Town might deem necessary to adequately provide for the operation and maintenance of the sanitary sewer inclusive of all pipes, laterals, fittings and precast concrete units crossing the Lands of the Developer.
 - c. The Developer agrees to submit for approval by the Town, prior to commencing any work to connect to the sanitary sewer system, any plans required by the Town, with each such plan meeting the requirements as described in the Specifications for Developers (hereinafter referred to as the "Specifications for Developers").
22. The Developer agrees that all connections to the Town sanitary sewer system shall be supervised by the Developer's professional engineer and inspected by Town staff prior to backfilling and shall occur at the sole expense of the Developer.

Lighting and Property Maintenance

23. The Developer agrees to direct all exterior lighting to driveways, parking areas, building entrances and walkways and that all exterior lighting shall be arranged or directed so as to divert the light away from adjacent residential lots and buildings.
24. The Developer agrees to install decorative pole lights, the style to be approved by the Town for illumination of the driveway and roadway frontage of the lot. The pole lights shall become the responsibility of the property owner and shall be maintained in a manner to ensure continuous operation.
25. 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 standards prescribed by the Town.
26. The Developer agrees that refuse containers shall be located inside the self-storage facility compound yard in a location fully screened from adjacent properties and from streets and shall further ensure that all refuse is removed

regularly.

27. The Developer shall maintain and keep in good repair all portions of the development on the Lands, including but not limited to, the interior and exterior of buildings, fencing, walkways, signage, parking areas and driveways, and the maintenance of all landscaping including the replacement of damaged or dead plant stock, trimming and litter control, garbage removal and snow removal/sanding of walkways and driveways.
28. The Developer expressly agrees and understands that notwithstanding any provision of the Town's Building By-Laws or any statutory by-law or regulatory provision to the contrary, the Building Inspector shall not issue a building permit to the Property Owner for work directly connected with the development of the Lands, nor shall the Property Owner be entitled to such a permit unless and until the Development Officer has approved the Site Plan submitted as part of the Development Permit process illustrating the precise size, location and configuration of the proposed building.

Indemnification

29. The Developer does hereby indemnify and save harmless the Town from all manner of claims or actions by third parties arising out of the work performed hereunder, and the Developer shall file with the Town prior to the commencement of any work hereunder a certificate of insurance naming the Town as co-insured evidencing a policy of comprehensive general liability coverage on "an occurrence basis" and containing a cross-liability clause which policy has a limit of not less than Two Million Dollars (\$2,000,000.⁰⁰). 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 set out as described in this Agreement.

Notice

30. 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 **KENNEBECASIS SELF-STORAGE LTD.**, 88 Hilltop Drive, Hampton, NB, E5N 5P2 and to the TOWN if delivered personally or by prepaid mail addressed to ROTHESAY, 70 Hampton Road, Rothesay, New Brunswick, E2E 5L5. In the event of notice by prepaid mail, the notice will be deemed to have been received four (4) days following its posting.

By-laws

31. 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

32. The Town reserves the right and the Developer agrees that the Town has the right to terminate this Agreement without compensation to the Developer if the specific proposal has not commenced on or before **(INSERT DATE)** being a date 5 years (60 months) from the date of Council's decision to enter into this Agreement. Accordingly the Agreement shall have no further force or effect and henceforth the development of the Lands shall conform with the provisions of the Rothesay Zoning By-law.
33. Notwithstanding Part 32 (above), the Parties agree that the development shall be deemed to have commenced if within a period of not less than three (3) months prior to **(INSERT DATE)** the construction of the private street and

municipal service infrastructure has begun and that such construction is deemed by the Development Officer in consultation with the Town Engineer as being continued through to completion as continuously and expeditiously as deemed reasonable.

34. The Developer agrees that should the Town terminate this Agreement the Town may call the Letter of Credit described herein and apply the proceeds to the cost of completing the work or portions thereof as outlined in the agreement. If there are amounts remaining after the completion of the work in accordance with this agreement, the remainder of the proceeds shall be returned to the Institution issuing the Letter of Credit. If the proceeds of the Letter of Credit are insufficient to compensate the Town for the costs of completing the work mentioned in this agreement, the Developer shall promptly on receipt of an invoice pay to the Town the full amount owing as required to complete the work.

Security & Occupancy

35. The Town and Developer agree that no Occupancy Permit shall be issued by the Town until the Developer has complied with all applicable provisions of this Agreement and the Zoning By-law and with the terms and conditions of all permits, licenses, and approvals as required to be obtained by the Developer.
36. Notwithstanding Part 35 (above), the Town agrees that the Occupancy Permit may be issued provided the Developer supplies a security deposit in the amount of 110 percent of the estimated cost to complete the required; storm water management plan infrastructure; the sidewalk along Millennium Drive and site landscaping. The security deposit shall comply with the following conditions:
- a. security in the form of a certified cheque or automatically renewing, irrevocable letter of credit issued by a chartered bank dispensed to and in favour of Rothesay;
 - b. the Developer agrees that if the sidewalk, landscaping or storm water plan infrastructure are not substantially completed within a period not exceeding six (6) months from the date of issuance of the Occupancy Permit, the Town may use the security to complete the work as set out in this Agreement;
 - c. the Developer agrees to reimburse the Town for 100% of all costs exceeding the security necessary to complete the work as set out in this Agreement; and
 - d. the Town agrees that the security or unused portion of the security shall be returned to the Developer upon certification that the work has been completed and acceptable to the Development Officer.

Entire Agreement

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

Severability

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

Reasonableness

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

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

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

Date: _____, 2017

Kennebecasis Self-Storage Ltd.

Witness:

MARK A. REID, Director,
Kennebecasis Self-Storage Ltd.

Rothsay:

Witness:

Mayor

Witness:

Clerk

SCHEDULE A

PID 00065227

(PID to be retired pending lot subdivision)

FINAL



**CONCEPTUAL
ONLY**
JUNE 8, 2017

PL-1
OF 3

SELF-STORAGE FACILITY

MILLENNIUM DRIVE - Rothesay, New Brunswick

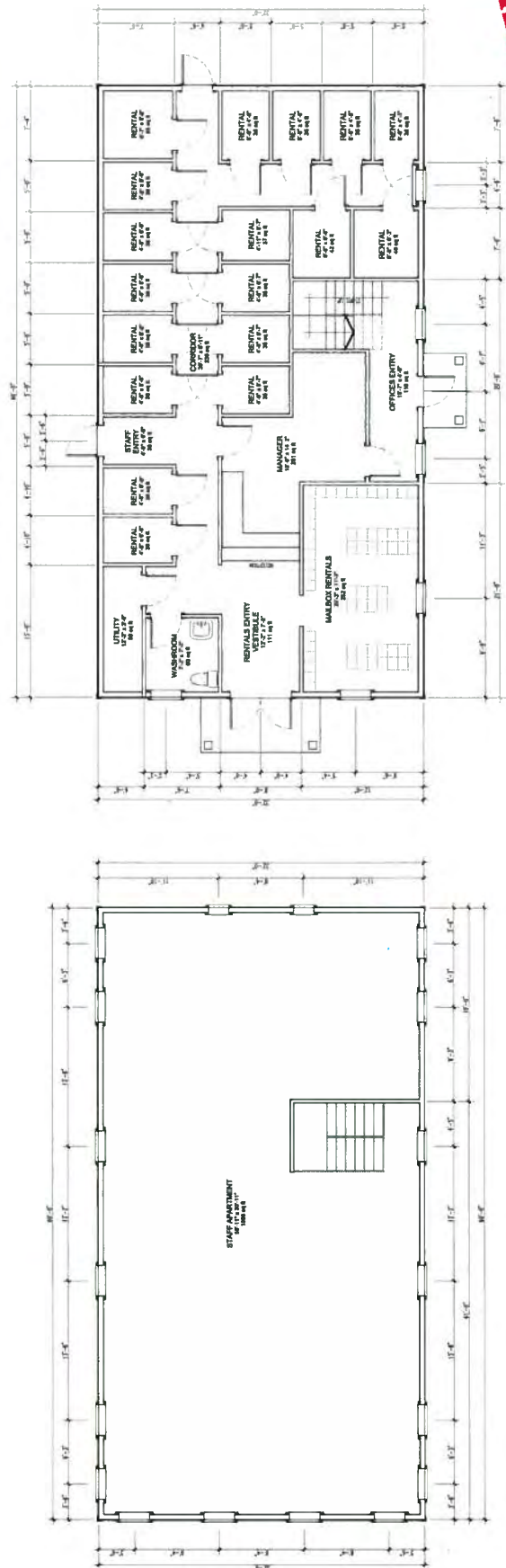
POLYLINE
DESIGNS

ARCHITECTURE / CONSTRUCTION / INTERIOR DESIGN
LANDSCAPE ARCHITECTURE / CIVIL ENGINEERING
ENVIRONMENTAL ENGINEERING / ELECTRICAL ENGINEERING

117 FALCON DRIVE, SUITE 100, ROSEBURY, ONTARIO L4R 1A1
TEL: (905) 477-1177 FAX: (905) 477-1178



PERSPECTIVE VIEW 2



OFFICE BUILDING - MAIN FLOOR PLAN

**CONCEPTUAL
ONLY**
MAY 16, 2017

**POLYLINE —
— DESIGNS**

RESIDENTIAL / COMMERCIAL BUILDING DESIGN
SITE DEVELOPMENT AND LANDSCAPE DESIGN
ARCHITECTURAL, SUPPORT TECHNOLOGY
DRAWING SERVICES AND DYNAMIC LANDINGS

POLYLINE

137 PLYMOUTH ROAD • NEW BRUNSWICK • 089 01 5411
TELE 201 274 0707 FAX 201 274 0744 E-MAIL info@polyline.com

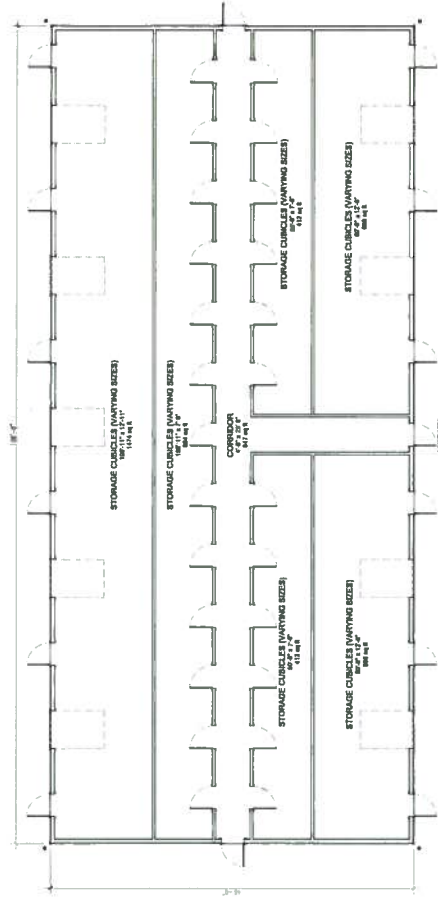
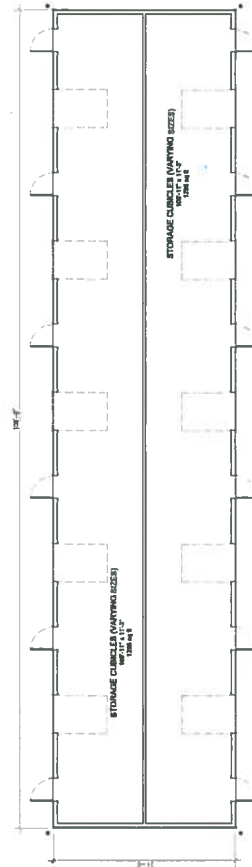
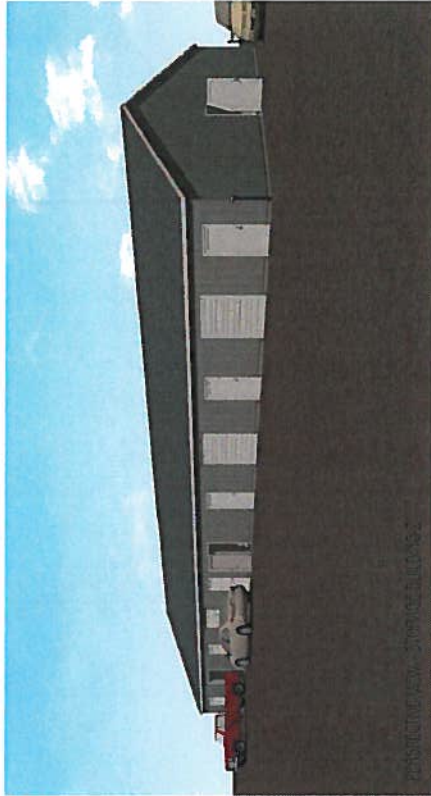
SELF-STORAGE FACILITY

MILLENNIUM DRIVE - Rothesay, New Brunswick

PA-1

OF 3

FINAL



CONCEPTUAL ONLY
MAY 16, 2017

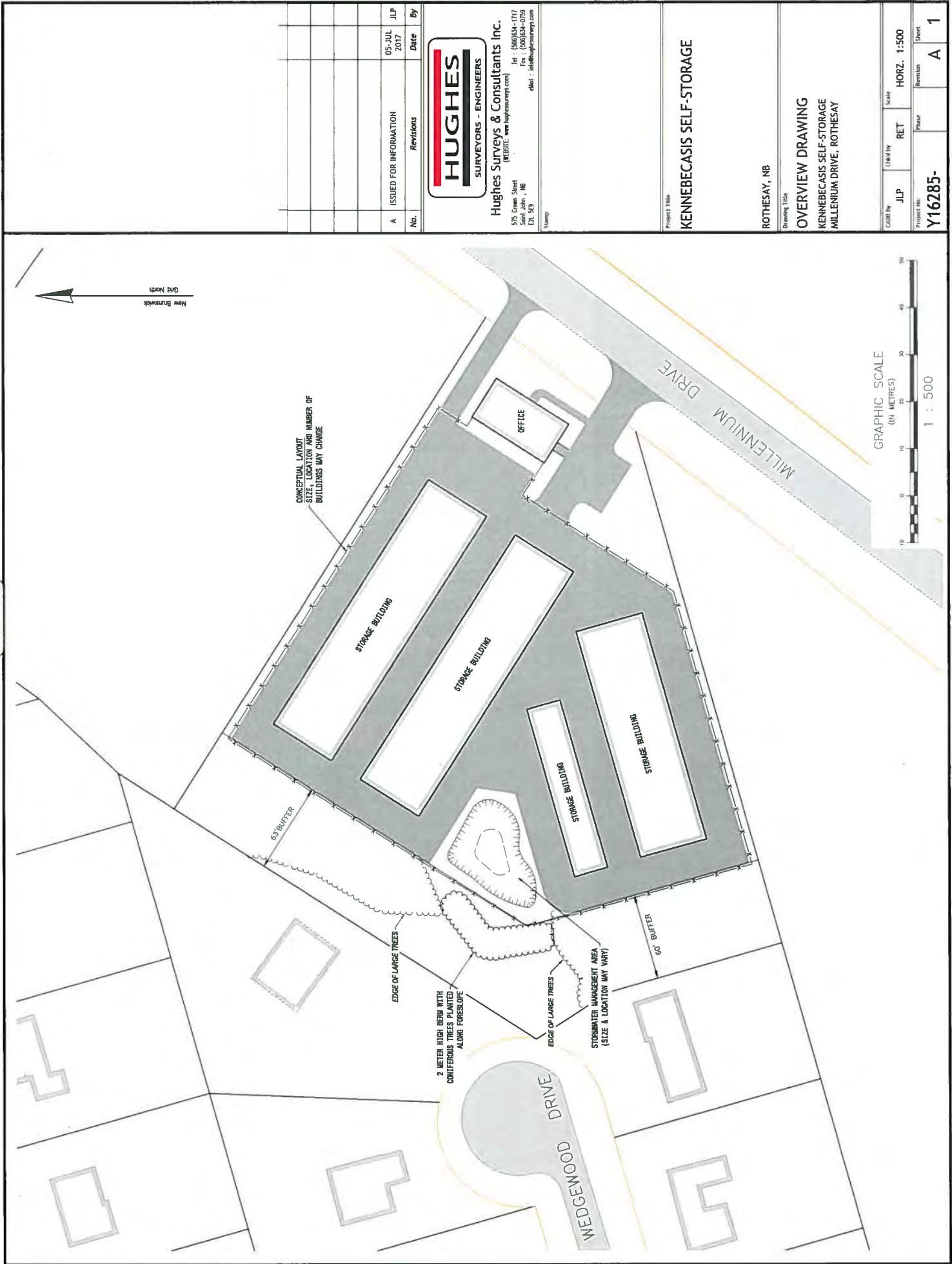


SELF-STORAGE FACILITY

MILLENNIUM DRIVE - Rothesay, New Brunswick

PA-2
OF 3

FINAL



HUGHES
SURVEYORS - ENGINEERS
Hughes Surveys & Consultants Inc.
(Website: www.hughesurveyors.com)
575 Crown Street
Saint John, NB
E2L 5A9
Tel: (506) 534-1717
Fax: (506) 534-0759
email: info@hughesurveyors.com

| No. | Revisions | Date | By |
|-----|------------------------|-------------|-----|
| A | ISSUED FOR INFORMATION | 05-JUL-2017 | JLP |

Project Title
KENNEBECASIS SELF-STORAGE

Location
ROTHESAY, NB

Drawing Title
OVERVIEW DRAWING
KENNEBECASIS SELF-STORAGE
MILLENNIUM DRIVE, ROTHESAY

| | | | | | |
|-------------|---------|-------|-------------|-------|---|
| Client By | JLP | Scale | HORZ. 1:500 | Sheet | 1 |
| Project No. | Y16285- | Phase | Revision | | |

AFFIDAVIT OF CORPORATE EXECUTION

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

Deponent:

Mark A. Reid

Mark A. Reid
Kennebecasis Self-Storage Ltd.
88 Hilltop Drive
Hampton, NB
E5N 5P2

Office Held by Deponent:

Director

Corporation:

Kennebecasis Self-Storage Ltd.

Place of Execution:

Rothesay, Province of New Brunswick.

Date of Execution:

_____, 2017.

I, **Mark A. Reid**, 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 “**Mark A. Reid**” 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 town of
Rothesay, in the County of Kings,)
and Province of New Brunswick,)
This ____ day of _____, 2017)
)
BEFORE ME:)
)
)
_____) Mark A. Reid
Commissioner of Oaths)

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: NANCY E. GRANT

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: _____, 2017.

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 **NANCY E. GRANT**, the other officer specified above, as the officer(s) duly authorized to execute the instrument on behalf of the corporation;
7. the signature "**Nancy E. Grant**" subscribed to the within instrument is the signature of Nancy E. Grant, 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 _____, 2017.)
)
BEFORE ME:)

Commissioner of Oaths

)
)
)
)
MARY JANE E. BANKS



2017 July 100 Open Session FINAL_136
ROTHESAY
MEMORANDUM



TO : Mayor and Council
FROM : Recording Secretary, Planning Advisory Committee
DATE : July 5, 2017
RE : Motion Passed at July 4, 2017 Meeting

Please be advised the Planning Advisory Committee passed the following motion at its regular meeting on Tuesday, July 4, 2017:

MOVED ... and seconded ... the Planning Advisory Committee recommends Council accept the amount of \$11,880.00 as cash in lieu of Land for Public Purposes for the subdivision of land off Millennium Drive (PID 00065227) to create the proposed Lot 2017-1 as shown on the Tentative Plan Dwg. No. T-0659.

CARRIED.

Respectfully submitted,

Liz Pomeroy



To: Chair and Members of Rothesay Planning Advisory Committee

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

Date: Thursday, June 29, 2017

Subject: One Lot Subdivision & Development Agreement – Commercial Self Storage

| | | | |
|----------------------------------|--|-------------------------|--------------------------------------|
| Applicant: | Mark A. Reid, Director | Property Owner: | Scott Brothers Ltd. |
| Mailing Address: | Kennebecasis Self-Storage Ltd. 88 Hilltop Drive Hampton, NB E5N 5P2 | Mailing Address: | PO Box 4697 Rothesay, NB, E2E 5X4 |
| Property Location: | Millennium Drive | PID: | 00065227 |
| Plan Designation: | Business Park | Zone: | Millennium Park (MP) |
| Application For: | 1 Lot Subdivision & Development Agreement | | |
| Input from Other Sources: | Director of Operations | | |

ORIGIN:

An application from Mark A. Reid, on behalf of Kennebecasis Self-Storage Ltd. requesting a development agreement to allow for a commercial self-storage facility. (See Attachment A) Coinciding with Mr. Reid's application the land owner Scott Brothers Ltd. have submitted a separate application to create a new single 1.10ha (2.7 acres) lot (LOT 2017-1) through subdivision to accommodate the Kennebecasis Self-Storage proposal.

BACKGROUND:

The Kennebecasis Self-Storage proposal to construct a commercial self-storage facility would include several self-storage buildings containing "storage units" to be rented to tenants, usually on a short-term basis (often month-to-month); one (1) related main business office building containing office uses, indoor mini-storage units, and a second story apartment for onsite management of the facility. The proposed new 1.10 hectare parcel will be subdivided from the parent parcel (PID 00065227) owned by Scott Brothers Ltd. The land in question is zoned Millennium Park Zone [MP] which allows for commercial, residential and institutional uses in an integrated development area where all development is controlled by agreement with Council.



Figure 1 - Subject Parcel off Millennium Drive

The approval process for any new development within the Millennium Park zone is subject to a development agreement with Council. The process for bringing the agreement into place requires that the applicant present their proposal in a public forum. This will allow the community to become familiar with the proposal, provide comment and in this manner ensure that the agreement addresses community principles and is complementary to the existing neighbourhood. A presentation has been scheduled before Council on July 10th, 2017.



Figure 2 - Street view of Main Office for Kennebecasis Self-Storage

In consideration of the application and support of the proposed development agreement PAC will note that the self-storage proposal does not strictly comply with the zoning by-law and requires both a variance and determination as a similar or compatible use.

Municipal Plan

Rothsay's Municipal Plan contains the overview of how the community should generally be developed and while municipal planning embraces zoning, the converse does not hold true. They are not convertible terms. Zoning is not devoid of planning, but it does not include the whole of planning. Zoning is separation of the municipality into distinct areas (zones), and the regulation of buildings and structures according to their construction, and the nature and extent of their use, and the nature and extent of uses of land. Planning by means of the Municipal Plan has a much broader scope and connotation. The plan has, in its view, the physical development of Rothsay and its environs in relation to its social and economic well-being for the fulfillment of community values based on public input and background studies of present conditions and the prospects of future growth while adhering to professional planning standards and statutory requirements.

In Rothsay the Municipal Plan designated three areas of the Town primarily for commercial use as follows:

1. Hampton Road from the Town Hall to the Quispamsis boundary;
2. the area along the Marr Road and northwest of the intersection of Marr Road and Campbell Drive; and
3. the area along Millennium Drive.

Each of these areas has somewhat different characteristics and is dealt with individually in the Municipal Plan. Section 8.3 of the Municipal Plan contains a pre-amble that introduces and provides background to the GOALS and POLICY statements, the preamble reads as follows:

"8.3. MILLENNIUM PARK

8.3.1 CONTEXT

This area, bordered by Campbell Drive, Millennium Drive and Donlyn Drive and the residential neighbourhood to the north, is highly desirable for commercial enterprises for its excellent location with exposure to passing traffic on the Mackay Highway and convenient access to the Saint John Airport and the Provincial highway system. The location of this area, together with the accessibility to the major highway corridor in New Brunswick, is considered to be prime real estate for commercial development. In keeping with sustainable community principles commercial development can be augmented by residential and institutional uses and

support adequate green space for public use. It is this integrated approach which will guide the development of this area.

In the previous plan, this area was designated as Business Park. The concept was that the area would attract technology related businesses, professional offices, general and government offices and small scale retail uses drawing low volumes of traffic generally associated with professional services or technical expertise.

In 2005, a development proposal was considered by Council for this area which involved a large retail store. While the area has obvious attractions, it abuts an established residential neighbourhood. This application generated a lot of interest from the community and highlighted the importance of planning for a compatible development. The competing interests for the area have spurred a need to re-evaluate the goals and objectives.

The intent of permitting commercial activities in this area is not to duplicate or substitute for the types of enterprises found in the other two commercial districts but to allow for a variety of services which will support the community. In keeping with this approach, it is evident that there will be opportunities for low rise professional services buildings, retail stores, hotels and restaurants. An emphasis should be placed encouraging interesting architecture and exemplary landscaping to allow for a visually appealing area which is functional. It is also feasible that these types of developments can complement and support higher density upscale residential developments.

All proposals will be evaluated for their contribution to the overall storm water management plan developed by the Town. As well, a portion of the trail system presented in the Recreation Master Plan (2009) will be developed in the Millennium Park area. All developers in this area will be required to contribute to the trail and green space either monetarily or by providing the necessary land. Development proposals which meet the intent of this plan will be considered by Council. Additional aesthetic design standards may be considered by the Council to ensure developments meet the overall vision of the community.

Each development proposal for this area will be subject to a Development Agreement. As part of the process for bringing the agreement into place, each applicant will be required to present their proposal in a public forum. This will allow the community to become familiar with the proposal, provide comment and ensure that the agreements address sustainable community principles and are complementary to the existing neighbourhoods.”

While the preamble provides the plan, background and context the content of the plan is specifically expressed in a broad-spectrum through the GOALS and POLICY which are established more specifically in the Zoning By-law. For greater emphasis the purpose of the Plan is to give guidance to the very specific (e.g. heights, distances, square feet) nature of zoning by-law. Staff generally look to the Municipal Plan to determine whether the spirit and general intent is being met in the proposed development. ***The biggest obstacle the applicant must overcome is the negative perception people have about self-storage, this is not Staff's role.*** In support of their application the owners have indicated that storage customers include but are not limited to:

- a) Apartment residents especially as apartment unit sizes decrease;
- b) Single family households;
- c) People staging homes to sell;
- d) People in between homes;
- e) Families in flux: divorce, estate management, marriage;
- f) Businesses (start-up companies, medical records, files, contractors, landscapers, excess inventory, equipment, real estate signs etc.);
- g) Pharmaceutical representatives;
- h) Home occupations;
- i) Minor sports and recreational leagues (ex. minor hockey, soccer, etc.)

The point being that self-storage is largely the type of business that supports community growth and change and is a needed facility.

Staff have reviewed the Municipal Plan “Millennium Park” Goals and Policy and offer the following comments:

| 8.3.2 GOALS | Staff Comment |
|--|---|
| <ul style="list-style-type: none"> To facilitate development of a range of uses that will support the integrated development concept. | A self-storage facility would represent a support use that could contribute to a wider range of uses in a |

| | |
|--|---|
| | fully developed “integrated development concept” it is on the other hand <u>not an anchor tenant</u> in a larger commercial development scheme. |
| <ul style="list-style-type: none"> To take advantage of the many positive attributes of the area while enabling development, which are sustainable and meet the needs of the community. | Self-storage is a seemingly necessary business that facilitates both small business storage needs as well as downsizing needs for an aging population. |
| <ul style="list-style-type: none"> To ensure there are minimal negative effects on the adjacent residential properties. | The applicants have met with the immediately adjacent neighbours and oriented the development away from these properties to their best ability. |
| <ul style="list-style-type: none"> To coordinate development on Millennium Drive with that in Quispamsis to ensure that land uses across the two towns are complementary aesthetically and in their functionality. | The development standards and approach is consistent with other developments on Millennium Drive in Quispamsis. |
| <ul style="list-style-type: none"> To ensure that the area is developed to a high standard of architectural design, sustainable design and landscape design. | The applicant has enlisted services of a professional designer to prepare renderings and layouts of the proposed buildings. Staff note that the landscaping is limited to the 19m and 18m buffers along the of adjacent properties and the frontage along Millennium Drive. |
| 8.3.3 POLICY | Staff Comment |
| a) Council will consider the development of standards which should address the following; <ol style="list-style-type: none"> Energy efficiency Water conservation Waste water reduction Storm water control Light pollution minimization Parking lot design Landscaping Architectural design of buildings and structures | Policy guides staff to prepare specific zoning controls or requirements. Policy does not obligate the developer. |
| b) Council will require that all developments for this designation be governed by Development Agreements. Further, Council will require that prior to approving such an agreement, the public has the opportunity to review the proposal. | Public presentation is scheduled for July 10, 2017 as such the procedural requirements are being followed. |
| c) Council will establish high standards for any development in this area to ensure that the area reflects the image of a gateway into the community. | The property has a small frontage with a well-designed office building fronting onto Millennium Drive. |
| d) Council will require that development is designed and constructed to a high standard with landscaped space designed by a qualified professional; | The office building has traditional saltbox house design which is a traditional New England style of house with a long, pitched roof that slopes down to the back. The zoning requirement includes 10m landscaped buffers which have been increased to 19m and 18m along the neighbouring properties. |
| e) Council will, through the Zoning By-law, provide for limitations on outside storage in commercial areas, provide for green space in all areas, limit the height of all buildings and minimize light pollution. | The MP Zone contains specific “ Outside Storage/Display ” controls and requirements that are being met in the current development proposal. The development agreement also includes specific clauses regarding the building lighting. |
| f) Council will require pedestrian pathways to be included in any design proposal such that there are adequate and appropriate connections between developments and residential properties. | The MP Zone contains specific requirement that the developer must construct public sidewalk along Millennium Drive this requirement is included in the development agreement. |
| g) Council will require that the trail system identified in the Recreation Master Plan (2009) be developed in this area. As well, Council will require that adequate green space | The 2009 Recreation Master Plan does not recommend specific trail linkages in this area. The proposal includes larger buffers than required and |

| | |
|--|--|
| be provided in association with the overall development of the lands. | good screening from Millennium Drive. |
| h) Council may consider the appearance of buildings, the setbacks, parking lot design, lighting, landscaping, control of outside storage and display, provision of appropriate buffers for abutting residential properties and provide for an adequate and appropriate pedestrian circulation network. | Staff believe that the development proposal addresses all of the policy points. |
| i) All surface drainage shall be managed in such a way as to minimize downstream impacts. Where feasible, surface drainage shall be permitted to recharge the aquifer. | The proposed site plan for the development includes a large area for storm water management, and a requirement in the development agreement to submit a storm water plan from a professional engineer. |

Similar or Compatible Use

As previously noted the zoning of the property does not explicitly allow for self-storage, however, Section 1.4.3 of the zoning by-law allows PAC to consider the proposal as a “Similar or Compatible Use”. The zoning by-law states that PAC may permit a proposed use of the land or building that is otherwise not permitted under the Zoning By-law if, in its opinion, the proposed use is sufficiently similar to or compatible with a use permitted in which the land or building is situated. When determining if a use is similar or compatible the PAC is required to consider a potential land use conflicts specifically with respect to the items as follows:

| Land Use Conflict Concern | Staff Observations |
|---|--|
| i. noise | Staff do not anticipate or expect noise concerns with the operation of the self-storage facility. |
| ii. parking | The proposal includes sufficient parking. |
| iii. provision of screening | The facility is oriented such that it is predominantly screened from the adjacent residential uses and visible primarily from Millennium Drive. |
| iv. quality and amount of landscaping and buffering | The site plan includes large buffers and landscaping around the storage lockers and the main office building. |
| v. quantity of traffic generation | Staff assessment is that the trip generation rates for the self-storage facility are among the lowest rates for commercial businesses and therefore can be easily accommodated within the existing street network. |
| vi. scale and form of building | The storage buildings are utilitarian and lack architectural interest. The main office building is a simple saltbox design being a traditional New England style of building with a long, pitched roof that slopes down to the back. |
| vii. any additional information required by the Committee to evaluate the proposal | To ensure that public safety (Fire and Police) emergency vehicles have adequate access to the gated self-storage facility, Staff would require that the Applicant coordinate with the Fire and Police regarding technology or other methods to allow adequate and timely access of emergency vehicles through the security gate of the self-storage facility. Staff are also interested in reviewing the proposed commercial signage for the proposed business and including conditions that would regulate the amount and aesthetics of the signage. |

Proximity to Residential

The zoning by-law contains a specific requirement that “Only moderate density garden homes or town houses shall be developed adjacent to residentially zoned properties.” The proposal would require a 100% variance to relieve the developer of this obligation. The intention of the requirement is to reduce potential land use conflicts between commercial uses and residential properties. Staff believe that the self-storage proposal is a commercial use that is less intensive than many other of commercial uses permitted within the zone and therefore is potentially compatible with its residential neighbours. The primary consideration for PAC is whether or not the specific proposal is as compatible as the requirement for residential.

The configuration property boundaries at the end of the Wedgewood Drive cul-de-sac is such that private property would need to be acquired in order to have road access for “moderate density garden homes or town houses”. Staff are also aware that the requirement for “moderate density garden homes or town houses” adjacent to existing single family could also have the potential for land use conflicts be increasing the density. Perceived density is affected by landscaping, aesthetics, noise, and building type. Often, when people say an area is too dense, they base this assessment on a perception that a development is ugly, has little vegetation, and has caused parking problems for neighbours, rather than a count of the actual number of units per acre. Design can make an enormous difference to perceived density.

In the case of the applicant’s proposal Staff do consider larger than 10m landscaped buffers which have been increased to 19m and 18m along the closest neighbouring properties would offer good mitigation for adjacent residential properties.

Development Agreement:

Staff have reviewed the revised proposal and a draft agreement is attached (see Attachment B) that includes the requirements to construct a specific proposal including as follows:

- A. Architectural plans for the main office;
- B. Landscaping plans;
- C. engineering drawings and a commitment to construct a sidewalk along Millennium Drive; and
- D. a storm water management plan.

In consideration of such a facility, Council may consider additional architectural design standards to ensure the development meet the overall community vision and include these as a term of the agreement.

One Lot Subdivision (Cash in Lieu of LPP)

The joint submission application by Scott Brothers Ltd. includes a proposal to subdivide the parent parcel (PID 00065227) to create a new 11000m² lot. The proposed lot (see Attachment C) requires no variances however; the applicant is not proposing that the Town accept any land for public purposes. Staff did observe that the property appears to contain a common footpath from the end of Wedgewood Drive connecting to Donlyn Drive. In lieu of land set aside under Section 5.1¹, Council requires that a sum of money be paid to the municipality for 8% of the market value of the land in the proposed subdivision. When the subdivision plan is submitted for approval the market value of the land is calculated using the value of \$13.50 per square meter stated in Schedule C of By-law 4-10 for all proposed lots within the subdivision.

If the applicant disagrees with the Town’s calculation of the land’s market value of \$148,500, they have the option of retaining, at their cost, a certified, independent appraiser to determine the true market value of the land. The required cash-in-lieu is calculated as follows:

| Value of Land per square meter | Total Area of Proposed Lots | Estimated Value of New Lots (\$13.50 x 11000m ²) | LPP Cash in Lieu 8% of Estimated Value (\$ 148,500 x 8%) |
|-----------------------------------|--------------------------------|--|--|
| \$13.50 / m ² | 11000m ² | \$ 148,500 | \$ 11,880.00 |

LPP Calculation:

The proposed cash in lieu of Land for Public Purposes amount of **\$ 11,880.00** for the proposed Lot 2017-1 (11000m²) complies with Rothesay Subdivision By-law No. 4-10.

Community Engagement

The most significant aspect of this proposal would be the removal of the zoning requirement to locate medium density housing abutting the residential properties at the end of Wedgewood Drive. Staff did on behalf of PAC conduct a poll of the neighbouring properties regarding the variances and conditional uses being sought by Kennebecasis Self-Storage. Staff received and have attached the responses which are largely not supportive of the development. One of the respondents wrote, *“Storage facilities are not listed as a possible commercial use and for good reason-they are not visually appealing in any way, nor to they add positively to the residential character of this area. This development does not in any way reflect the image of a gateway into the community.”*

¹ Rothesay Subdivision By-law No. 4-10: Section 5.1 Land For Public Purposes - Amount of Land to be Provided to the Town
As a condition of approval of a subdivision plan, land in the amount of ten percent (10%) of the area of the subdivision, exclusive of the public streets, at such a location as assented to by Council pursuant to the Act, is to be set aside as “Land for Public Purposes” and so indicated on the plan.

Staff would generally agree that self-storage facilities have a legacy of being un-appealing. In this instance the storage lockers share that legacy however the lockers are predominately obscured by the two storey office building located along the narrow ~40 m lot frontage. Staff also agree with the public that this development as a stand-alone project does not reflect the intent of creating a gateway into Rothesay. However, it would be appropriate to consider that this development represents only a small portion of an otherwise large amount of undeveloped land and accordingly it is reasonable to consider that future development of the area may indeed realize this vision. Staff believe that the proposed use is largely benign in that it neither supports or detracts from any future area development. Additionally, over a much longer term the development of the area might see such uses as self-storage evolving into a “higher and better use” should economic conditions change.

Recommendation:

It is recommended THAT the Planning Advisory Committee CONSIDER the following Motions:

- A. Rothesay PAC hereby GRANTS a Variance to Rothesay Zoning By-law 2-10 allowing for the proposed self-storage facility in lieu of the required moderate density garden homes or town houses adjacent to residentially zoned properties.
- B. Rothesay PAC hereby approves the self-storage facility as a Compatible Use on the land off Millennium Drive (PID 00065227) on the proposed Lot 2017-1 subject to Council entering into a development agreement.
- C. Rothesay PAC hereby recommends the Council enter into an agreement with Kennebecasis Self Storage for the development of a commercial self-storage facility on the proposed Lot 2017-1 off Millennium Drive as shown on the Tentative Plan Dwg. No. T-0659.
- D. Rothesay PAC hereby recommends that Council accept the amount of \$11,880.00 as cash in lieu of Land for Public Purposes for the subdivision of land off Millennium Drive (PID 00065227) to create the proposed Lot 2017-1 as shown on the Tentative Plan Dwg. No. T-0659.



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

Date: Thursday, June 29, 2017

Attachments:

| | |
|--------------|--------------------------------|
| Attachment A | Polling Results |
| Attachment B | Proposed Development Agreement |
| Attachment C | Proposed Plan of Subdivision |

From: [REDACTED]
To: [REDACTED]
Subject: FW: Website Contact message
Date: 28 June 2017 8:03:43 AM

-----Original Message-----

From: rothesay-noreply@thepulsegroup.ca [REDACTED]
Sent: June-28-17 8:01 AM
To: Rothesay Info
Subject: Website Contact message

Name: [REDACTED]
Street Address: 11 Wedgewood Drive
Phone: [REDACTED]
Email: [REDACTED]

Comments: I am feeling pretty annoyed that my summer is going to be occupied by yet another attempt to build on the green space along millennium Drive and use our well thought out bylaws as they please. Do not let this happen to our beautiful town .

THIS IS FOR THE PAC

From: [REDACTED]
To: [REDACTED]
Cc: [REDACTED]
Subject: Proposed Self-Storage Facility - Millenium Drive
Date: 29 June 2017 12:07:08 PM
Attachments: [image001.png](#)
[Partial PL-1 Markup B. King June 29, 2017.pdf](#)

Hi Brian,

Yes, I would like the original response, below, to be forwarded for PAC review as well as the following reponse to the revised proposal. The original communication captures the immediate concerns of the adjacent property owners and should be considered part of the developer's proposal process on the record as such. All of these concerns remain intact throughout the review and approval process for both PAC and Rothesay Council, with the exception of the property setback buffer dimensions which have been revised to approximately 60 feet and have been deemed acceptable for both myself and Dan Roy (43 Wedgewood Drive). Having not heard any further clarification or revisions to my MOU from the developer, can we assume that this interpretation has been agreed to on their behalf?

With regards to the revised PL-1 Plan Layout, dated June 8th, 2017 Dan Roy and myself have some remaining concerns:

- 1) Stormwater Management – Existing catch basin, piping and natural drainage locations are as shown marked up on the attached partial PL-1 in **red**. We have concerns that the new Stormwater Management Area may not be sufficient to adequately handle the volume of water that will be created from this development with a large asphalt surface and related building structure runoff. Has this been considered in detail by the developer's consultant? Also, do they anticipate from the actuarial records, that the Stormwater Retention Area will be full and stagnant with water during the warmer months (April – October)? If so, this will rapidly become a prime breeding area for mosquitos and similar pests. We don't currently have that problem.
- 2) What will the T.O.G. (Top-of-Grade) be for the finished asphalt surface versus the undisturbed buffer zone immediately WSW towards 48 Wedgewood Drive. I expect that once the trees, roots and topsoil are removed down to glacial till, the difference will be at least 3-4 feet from one side of the setback to the other. Where will this elevation gradient differential be made up? If the extent of curb and asphalt are firmly defined for access around the buildings, will the developer be installing some sort of short retaining wall along this line?
- 3) The area immediately off the end of Wedgewood Drive ENE will be left bare to accommodate the Stormwater Management Retention Area, with a chain-link fence and buildings in plain view beyond the cul-de-sac and adjacent properties. In addition to the infill screen planting currently shown, we would request a full cedar hedge be planted in front of the fence (as shown) to further screen the development from view.

Please forward this communication and the previous communication in their entirety to PAC and Rothesay Town Council for their consideration.

Thank you,

Bruce King

48 Wedgewood Drive,
Rothesay, NB

From: Brian White [mailto:BrianWhite@rothesay.ca]
Sent: Wednesday, 28 June, 2017 3:28 PM
To: King, Bruce
Subject: RE: Proposed Self-Storage Facility - Millenium Drive

Bruce,

Did you want to have this letter go forward to PAC or do you have a revised letter?

Brian



Brian L. White, MCIP, RPP
Director of Planning and Development Services
Rothesay
70 Hampton Road
Rothesay, New Brunswick
Phone 506 848-6609
Fax 506 848-6677
brianwhite@rothesay.ca

From: King, Bruce [REDACTED]
Sent: 01 June 2017 12:50 PM
To: Mark Reid [REDACTED]
Cc: Brian White; Dan Roy [REDACTED] Bruce King
Subject: Proposed Self-Storage Facility - Millenium Drive

Hi Mark,

As discussed last week, I am following up with a Memorandum of Understanding (MOU) which details my interpretation of our meeting on April 18th, 2017.

Memorandum of Understanding – Introductory Meeting:

- Meeting held at residence of Bruce & Dawson King at 6:30 PM to discuss the

2017July10OpenSessionFINAL_147

development proposal from Reid & Associates for a new Self-Storage Facility, immediately adjacent to the properties of Dan & Wendy Roy (43 Wedgewood Drive), and Bruce & Dawson King (48 Wedgewood Drive).

- Attendees: Mark Reid, Brian Reid, Dan & Wendy Roy, Bruce & Dawson King.
- Materials: Original form Site Plan (SP-1) indicating general arrangement of properties and locations of eight (8) new buildings, as superimposed on satellite view of general area, by Polyline Designs, for Concept Only, dated April 12, 2017.
- Referencing the above SP-1 drawing, the following details were provided to the Roys and Kings by the developer:
 - Property line setback on WSW (adjacent to Kings) of 10 meters (33 feet).
Property line setback on WNW (adjacent to Roys) of 30 meters (98 feet).
 - Perimeter chain-link fencing 6'-8' high to be installed on setback line.
Privacy slats discussion point.
 - Ground surface within the fenced area all around the eight (8) new buildings to be concrete curbed with asphalt paving.
 - Entrance / Exit to Millenium Drive only.
 - All storage buildings (7) to be single storey, except office building to be two (2) storey with apartment on 2nd floor for property manager.
 - Cladding for all storage buildings to be vinyl siding. Stone masonry on building ends and on office. Discussion point.
 - Downcast lighting on buildings only, no pole lighting.
 - Security access into property for clients.
 - Services of engineering firm have been retained for site water run-off management. Specifically to manage water runoff to Millenium Drive SSE and/or retention pond WNW.
 - Storm water retention pond included as part of water run-off management plan, approximate location as shown on SP-1.
 - Proposed walking trail rejected outright by the Roys and Kings to eliminate possibility of loitering and/or mischief in the area.
 - Setback area (between property lines and fencing on WNW and WSW to be left in existing condition, with the exception of the addition of the storm water retention pond and grading. Additional buffer trees shall be planted in the setback area.

After having reviewed the above information and by conducting my own field inspection I have also prepared some considerations for your review:

Post-Meeting Considerations:

- A natural berm exists between my property line and the location of Building 7, the last building at the West end of the proposed development, almost exactly at the setback line. This berm runs parallel to the proposed structure and is in my estimation, the highest point on the property. Using the dimensions shown on SP-1 and physically walking the area, I am curious as to how the setback will remain undisturbed while allowing for the approximate 5 meter wide paved surface from the fence to the building? Is it your intention to install a permanent retaining wall along this berm?

There does not appear to be sufficient lateral space to adequately address the natural decline (angle of repose) down to the asphalt elevation from the fence line. I am also curious as to what the "top-of-grade", or asphalt elevation for the entire property will be relative to the top of this berm (assuming a single elevation with drainage grading).

- I am proposing that Building 7 be moved to the location immediately north west of Building 1, in line with Building 1's long side but turned 90 degrees. See attached markup. Allowing for egress to and around Building 7 would move the retention pond northwest but not any further than the existing drainage ditch is currently located. This would eliminate some of your elevation issue but also hide more of the development from my vantage point but also from the Roys and actually other neighbours on the street. Until you physically walk the lines and locations it is difficult to truly understand the close proximity of the development to Wedgewood Drive. From scaling SP-1 using the existing sizes and spacings shown, I have determined that the revised physical distance from both the Roy's and King's property lines to the nearest structure would be almost identical at 2.6 cm. **I was unable to convert this to meters or feet because the scale shown on SP-1 appears to be incorrect when one scales the actual dimensions on the drawing.**

Overall Perspective:

Immediately following the meeting on April 18th, I came away with the perspective that if we were going to have some development next to us inevitably, this would be about as good as we could ask for. An initial construction period followed by a flurry of activity as the units were filled, followed by very little commotion as the nature of the business ensued. People generally store their belongings in these places and rarely return, maybe once or twice a year at most. There would be no elevated lighting, no obvious harmful effluent possibilities, and the overall hydrological plan appeared to be handled by professionals as per the town's planning bylaws.

The only issue that remained was the physical location of the development. Looking at the drawing provided, I think I was somewhat naïve as to what these lines and shapes meant as it actually applied to my property. The SP-1 rendering (attached) was a basic airphoto or satellite perspective with property lines, setbacks and building shapes superimposed over-top. The minimal dimensions shown were very tiny and almost illegible. And the overall clarity of the rendering as the lines and shapes applied to existing landmarks was obscured by a distinct shadow effect from Southeast to Northwest. The photo must have been taken early in the day. I was unable to see exactly where tree lines actually started and stopped. I found this disconcerting so I grabbed my 50' tape and started measuring and flagging my own approximate setback lines as scaled off the drawing. What I found is that a ten (10) meter setback is not very far at all. This development would be closer than the average house spacing in our neighborhood. And the front West corner would be protruding out of the woods in plain sight from the street, no matter how many trees were planted. I couldn't understand why this had to be when there was obviously plenty of available land on the other side of the property which could be used with minimal exposure to the surrounding properties. In fact, the current natural forestation surrounding this corner of the property would almost completely hide the development from surrounding dwellings.

From previous experience with developer's proposals I know that multiple applications in this area between Wedgewood and Millenium allowed for a 25 meter setback from existing property lines. This development is offering a 10 meter setback from my property line when there is plenty of available space within the property Northwest from Millenium Drive in an area far less intrusive to the surrounding neighbourhood.

As such, I am **opposed** to this development as currently shown when a mutually beneficial plan can be easily achieved. Please review the memo and considerations. I am certain we can come to agreeable terms for all parties.

Thank you,

Bruce

Bruce King BScs, AIT

Scheduler - Project Services

Point Lepreau Generating Station

P: [REDACTED]

C: [REDACTED]

E-Mail: [REDACTED]

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From: [REDACTED]
To: [REDACTED]
Cc: [REDACTED]
Subject: Proposed Kennebecasis Self Storage Development Millennium Drive
Date: 28 June 2017 12:53:30 AM
Attachments: [pastedImage.png](#)
[pastedImage.png](#)

Brian, PAC Committee Members,

Although I do not live directly next to the area for the proposed commercial development (Kennebecasis Self Storage) for Millennium Park; I am very concerned that yet again the Rothesay PAC Committee is being asked to consider a development proposal that is NOT in alignment with either the bylaws or the guiding principals of the Millennium Park Zone.

I have included paragraph 4, section 8.3.1 which clearly states the objectives of the special designation for this area.

The intent of permitting commercial activities in this area is not to duplicate or substitute for the types of enterprises found in the other two commercial districts but to allow for a variety of services which will support the community. In keeping with this approach, it is evident that there will be opportunities for low rise professional services buildings, retail stores, hotels and restaurants. An emphasis should be placed encouraging interesting architecture and exemplary landscaping to allow for a visually appealing area which is functional. It is also feasible that these types of developments can complement and support higher density up-scale residential developments.

Storage facilities are not listed as a possible commercial use and for good reason-they are not visually appealing in any way, nor to they add positively to the residential character of this area. This development does not in any way reflect the image of a gateway into the community. (8.3.3 (c)).

It specifically states in bylaw #02-10, 4.14 the following:

Only moderate density garden homes or town houses shall be developed adjacent to residentially zoned properties.

I not quite sure how this development could be remotely interpreted as being similar or even compatible with the development standard set out in the bylaw.

I will make every effort to attend the PAC meeting this coming Monday in an effort to understand why this development is even being considered.

A great deal of input was given to the Town Staff and Council when the last municipal plan was created, hence the special designation for Millennium Drive.

I would ask with all due respect that developers be strongly encouraged to put forward developments for the Millennium Park area that **actually meet the zoning bylaws and guiding principles of the current municipal plan versus constantly asking for exceptions/variances etc..**

As a resident of this area for over 17 years I personally feel our entire neighborhood (fairvale/sunset acres) has been under constant siege since the placement of a "collector road" now known as Millennium Drive was built over 10 years ago to take pressure off of the "significant traffic congestion" which was occurring on the old Hampton road. (That was the primary reason given by Mayor Bill Artiss as to the necessity for the road).

I am asking the PAC committee to not recommend approval of the proposed Kennebecasis Self Storage development to council.

Thank you

Sincerely,

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

June 28, 2017

27 Wedgewood Drive
Rothesay, N.B.
E2E 3P8

To: Rothesay Town Planning Advisory Committee Members

c/o Ms. Mary Jane Banks
Town Clerk
Town of Rothesay
70 Hampton Rd.
Rothesay, N.B.
E2E 5L5

Re: Application for Self-Storage Facility – Millennium Park

Dear PAC Members:

I am writing to voice my concerns regarding the proposal for the construction of a self-storage facility in Millennium Park near the corner of Donlyn Dr. and Millennium Dr.

The proposed facility will be situated such that it backs onto and is adjacent to residential property on Wedgewood Drive. This is in violation of the current mixed-use zoning by-law requirements for Millennium Park which states that only moderate density garden homes or town houses may be built adjacent to the existing single-unit residential properties on Wedgewood. This protection was included in the Millennium Park zoning by-law requirements to provide a moderate density residential buffer area between existing home and any future institutional or commercial development in the Millennium Park that would front unto Millennium Drive. The idea was to preserve the peaceful quality of life along Wedgewood Drive.

I am opposed to the proposal in its current configuration for the following reasons:

1. Allowing a variance to build the facility on the proposed plot of land would set a dangerous precedent for any future development. This could lead to future big box developments being built adjacent to residential properties on Wedgewood Dr. without any moderate density residential buffer (i.e., Garden Homes/Town House) in between.
2. Having commercial development directly adjacent to residential homes/properties will have a negative effect on the quiet peaceful quality of life on Wedgewood Drive.
3. Having commercial development directly adjacent to residential homes/properties also will lead to a drop in real estate values along the street, making properties less attractive for re-sale.

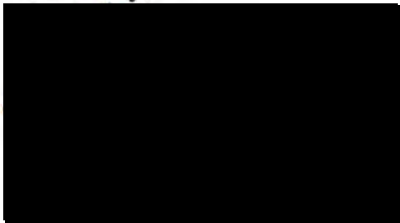
4. The proposed location at the very end of the Millennium Park parcel of land would make it difficult to provide a future access street to service any future Garden Homes or Town Houses located south of Wedgewood Drive.

For the above reasons, I ask that the Planning Advisory Committee REJECT this proposal. I would suggest that the developers go back to the drawing board and draft a plan that respects all of the by-law requirements for Millennium.

Any new plan must provide for a moderate density residential buffer area between Wedgewood Drive properties and the self-storage facility. This buffer area should be sufficiently large enough for future Garden Homes/Town Houses and also the access street.

Thank you for your consideration in this matter.

Sincerely,

A large black rectangular redaction box covering the signature area.A small black rectangular redaction box covering the name.

From: [REDACTED]
To: [REDACTED]
Subject: 100 Proposed Kennebocasis Self Storage Development Millennium Drive
Date: 29 June 2017 3:28:43 PM
Attachments: [REDACTED]
[REDACTED]

Mary Jane

Mary Jane E. Banks, BComm, NACAA II
Town Clerk - Rothesay
Director of Administrative Services
70 Hampton Road, #2
Rothesay, NB E2B 5L5

MaryJaneBanks@rothesay.ca
p (506)848-6964
f (506)848-6877

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From: [REDACTED]
Sent: 2016-06-14 10:42 AM
To: Rothesay Info
Subject: Proposed Kennebocasis Self Storage Development Millennium Drive

Mr. Brian White, PAC Committee Members,

I am very concerned that the Rothesay PAC Committee is being asked to consider a development proposal that is NOT in alignment with either the bylaws or the guiding principals of the Millennium Park Zone.

Paragraph 4, section 8.3.1 clearly states the objectives of the special designation for this area.

The intent of permitting commercial activities in this area is not to duplicate or substitute for the types of enterprises found in the other two commercial districts but to allow for a variety of services which will support the community. In keeping with this approach, it is evident that there will be opportunities for low rise professional services buildings, retail stores, hotels and restaurants. An emphasis should be placed encouraging interesting architecture and exemplary landscaping to allow for a visually appealing area which is functional. It is also feasible that these types of developments can complement and support higher density up-scale residential developments.

Storage facilities are not listed as a possible commercial use. The reason for this is that they are not visually appealing in any way, nor to they add positively to the residential character of this area. This development does not reflect the image of a gateway into the community. (8.3.3 (c)).

It specifically states in bylaw #02-10, 4.14 the following:

Only moderate density garden homes or town houses shall be developed adjacent to residentially zoned properties.

I fail to see how this development could be remotely interpreted as being similar or even compatible with the development standard set out in the bylaw.

I will make every effort to attend the PAC meeting this coming Monday in an effort to understand why this development is being considered when it clearly does not fall within zoning by-laws.

When the last municipal plan was created , a great deal of input was given to the Town Staff and Council when our municipal plan was created, when the concerned Millenium Drive area was given its special designation.

I respectfully ask that developers put forward developments for the Millennium Park area that **actually meet the zoning bylaws and guiding principles of our Rothesay municipal plan of versus developments which require exceptions/variances etc.**

As a resident of this area for over 23 years I really would love to see the Millennium Park area be developed as envisioned by so many people who fought to retain the residential nature of our (Fairvale/Sunset Acres) neighborhood while also envisioning small business existing in the same neighborhood but not encroaching on residential neighborhoods.

I am asking the PAC committee to not recommend approval of the proposed Kennebocasis Self Storage development to council.

Thank you

Sincerely,

[REDACTED]
27 Wedgwood Dr.

From: [REDACTED]
To: [REDACTED]
Subject: self-storage proposal on Millennium Drive
Date: 28 June 2017 7:48:42 AM

Dear Mr. White,

I am not opposed to low level development happening on Millennium, however I am concerned that by not staying in alignment with the bylaw, and if approved the town will have a precedent set which means they do not have to have a public hearing for the land adjacent to that area should they wish to develop it in a similar fashion. I also would want to support the adjacent residents to ensure that they have a natural buffer zone between their homes and a commercial development.

A resident,

[REDACTED]

From: Brian White
To: [REDACTED]
Subject: RE: Process for development applications
Date: 29 June 2017 1:57:00 PM

[REDACTED]

I apologize if I wasn't clear, but the Community Planning Act sets out a specific process and timelines for Rezoning and Plan Amendments that Council must follow...this process is neither a rezoning or an amendment...what is legally required is set out in the Town's by-law and it is this process that I have described...again I may not be explaining it that well...so please call me

Brian

Brian L. White, MCIP, RPP
Director of Planning and Development Services
Rothesay
70 Hampton Road
Rothesay, New Brunswick
Phone 506 848-6609
Fax 506 848-6677
brianwhite@rothesay.ca

-----Original Message-----

From: [REDACTED]
Sent: 29 June 2017 11:18 AM
To: Brian White
Subject: Re: Process for development applications

Mr. White

We have had many previous proposals put forward for this property which all followed a set process. A public presentation had a specific meaning, with specific timelines for response. I assumed it must be set out in the community planning act. Is that not the case?

This proposal in itself may not be "complex", but certainly has complex implications for the further development of the whole parcel.

[REDACTED]

Sent from my iPad

> On Jun 29, 2017, at 10:41 AM, Brian White <BrianWhite@rothesay.ca> wrote:

>

> [REDACTED]

>

> Regarding your process questions:

>

> The Millennium Park zoned land have a unique and specific legal requirement under the by-law that doesn't apply anywhere else in Rothesay in that " All proposed developments will be subject to a public presentation. Development is subject to a Development Agreement pursuant to Section 101 of the Community Planning Act." In the previous proposal the Town did offer 30 days for comments based on the complexity of the proposal but to be clear there is no statutory requirement for "30 days to write PAC and Council" this was a

discretionary option that Council choose to implement on the previous proposal you referenced.

>

> Regarding the timeline I can state that it is not accelerated nor is it restrained, this is quite simply the regular nothing added or taken away process. The plan is stamped "CONCEPTUAL ONLY" because until the plan is approved it is simply a concept. Should the plan be approved it will become a schedule to the development agreement that will be used to issue permits for the development.

>

> You are correct about the timeline notices for written comments, however, please note that you are very welcome to offer your comments in person to the PAC on Tuesday night July 4th and again before Council on July 10th.

>

> I hope this answers your questions, but if I haven't please just call me at 848-6609 as I would be happy to speak with you.

>

> Sincerely

>

> Brian

>

>

>

> Brian L. White, MCIP, RPP

> Director of Planning and Development Services Rothesay

> 70 Hampton Road

> Rothesay, New Brunswick

> Phone 506 848-6609

> Fax 506 848-6677

> brianwhite@rothesay.ca

>

>

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>

> I'm writing asking for clarification on the terms public meeting and public presentation. A mailout to residents re a new development proposal for Millennium Park states there will be a public meeting on July 10, but nothing about the public presentation required under the bylaws. As I recall from previous proposals, the presentation comes first, followed by 30 days to write PAC and council, then a meeting at which we can present to council before they decide on the issue.

> The timeline here seems to be accelerated, and residents are being asked to comment based on a drawing that is stamped "CONCEPTUAL ONLY" without sufficient information as to what that means, or the time to properly process it. I only received my notification letter 9 business days ago, and must have comments in to PAC today.

> I believe you are the authority on process at town hall, and will await your reply.

>

> -----Original Message-----

> From: Mary Jane Banks

> Sent: 29 June 2017 09:46 AM

> To: [REDACTED]

> Cc: Brian White

> Subject: RE: Process for development applications

>

> Good morning, [REDACTED]

>

> I spoke with Brian White, Director of Planning and Development Services and he is better able to answer your question with respect to development in the Millennium Park Zone under the Zoning By-law.

>

> By copy of this message to him, I've asked him to follow up and respond to your request.

>

> Thanks and have a great day~

>

> Mary Jane

>

> Mary Jane E. Banks, BComm, NACLAA II
> Town Clerk - Rothesay
> Director of Administrative Services
> 70 Hampton Road
> Rothesay, NB E2E 5L5
>
> MaryJaneBanks@rothesay.ca
> p (506)848-6664
> f (506)848-6677
> P Before printing, please think about the environment Respectez
> l'environnement, réfléchissez avant d'imprimer
>
> Any correspondence with employees, agents, or elected officials of the town of Rothesay may be subject to disclosure under the provisions of the Right to Information and Protection of Privacy Act, S.N.B. 2009, c. R-10.6.
>
> -----Original Message-----
> From: [REDACTED]
> Sent: June-29-17 7:24 AM
> To: Mary Jane Banks
> Subject: Process for development applications
>
> Good morning Mary Jane. Hope you're getting a chance to enjoy some of this beautiful weather.
> I'm writing asking for clarification on the terms public meeting and public presentation. A mailout to residents re a new development proposal for Millennium Park states there will be a public meeting on July 10, but nothing about the public presentation required under the bylaws. As I recall from previous proposals, the presentation comes first, followed by 30 days to write PAC and council, then a meeting at which we can present to council before they decide on the issue.
> The timeline here seems to be accelerated, and residents are being asked to comment based on a drawing that is stamped "CONCEPTUAL ONLY" without sufficient information as to what that means, or the time to properly process it. I only received my notification letter 9 business days ago, and must have comments in to PAC today.
> I believe you are the authority on process at town hall, and will await your reply.
>
> [REDACTED]
> 2 Wedgewood Dr.
> Rothesay
>
>
> Sent from my iPad

DEVELOPMENT AGREEMENT

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

Parcel Identifiers
of Parcels Burdened
by Agreement:

00065227

(PID to be retired pending lot subdivision)

Owner of Land Parcel:

Kennebecasis Self-Storage Ltd.

88 Hilltop Drive

Hampton, NB

E5N 5P2 (Hereinafter called the "Developer")

Agreement with:

Rothesay

70 Hampton Road

Rothesay, NB

E2E 5L5 (Hereinafter called the "Town")

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

WHEREAS the Developer is the registered owner of certain lands located
at **## Millennium Drive (PID 00065227)** and which said lands are more
particularly described in Schedule A hereto (hereinafter called the "Lands");

AND WHEREAS the Developer is now desirous of entering into an
development agreement to allow for the development of a commercial self-
storage facility on the Lands as described in Schedule A.

AND WHEREAS Rothesay Council did, on **(INSERT DATE)**, authorize
the Mayor and Clerk to enter into a Development Agreement with Kennebecasis
Self-Storage Ltd. to develop a commercial self-storage facility on the Lands.

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

1. The Developer shall develop the Lands in a manner, which, in the opinion of
the Development Officer, is generally in conformance with the following
Schedules attached to this Agreement:
Schedule B Site Plan
Schedule C Elevations and Floor Plans
2. The Developer agrees that the maximum number of buildings situated on the
Lands indicated on Schedule A shall not exceed seven (7) self-storage
buildings containing "storage units" to be rented to tenants, usually on a
short-term basis (often month-to-month); one (1) related main business office
building containing office uses, mini-storage units, and a second storey staff
apartment.
3. The Developer expressly agrees and understands that notwithstanding any
provision of the Town's Building By-laws or any statutory by-law or regulatory
provision to the contrary, the Building Inspector shall not issue a building
permit to the Developer for work directly connected with the development of
the Lands, nor shall the Developer be entitled to such a permit unless and
until the Developer deposits with the Town an Irrevocable Letter of Credit
from a Canadian Chartered Financial Institution or other security acceptable

to the Town:

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

Off-Site Disturbance

4. The Developer agrees that any disturbance to existing off site infrastructure resulting from the development, including but not limited to, streets, sidewalks, curbs and gutters, street trees, landscaped areas and utilities, shall be the full responsibility of the Developer, and shall be reinstated, removed, replaced or relocated by the Developer as directed by the Development Officer, in consultation with the Director of Operations.

Landscaping

5. The Developer agrees that prior to the issuance of a Development Permit to submit detailed Landscape Plan that will retain as much of the natural landscape and vegetation as can be reasonably achieved subject to inspection and approval by the Development Officer. The detailed landscape plan shall identify measures to provide a buffer and/or screening between the self-storage facility and adjacent residential properties as well as for aesthetic enhancement.

Municipal Sidewalks

6. The Developer shall carry out and pay for the entire actual cost of a public sidewalk constructed to Town standards within the Town right-of-way along the entire frontage of the Land with Millennium Drive, subject to inspection and approval by the Director of Operations, including the following:
 - a) supply and maintenance of for a period of one (1) year the topsoil, sod, landscaping and the planting of street trees located every 10 meters, or an equivalent number planted in locations approved by the Town, along the length of the public road right-of-way where such trees are as follows:
 - i. Not smaller than six centimetres (6 cm) in diameter measured at a point being 2 meters above the root ball such trees species as approved by the Development Officer.

Storm Water Management

7. The Developer agrees to have stormwater management systems designed by a professional engineer so that the peak surface runoff rates discharged from the development shall not exceed pre-development peak discharge rates as described in Schedule "D" Stormwater Management for Millennium Park Zone of Zoning By-law 2-10.
8. The Developer agrees to carry out and pay for all costs related to the installation of a storm water management system, while ensuring compliance with applicable Town By-laws and subject to inspection and approval by the Director of Operations.
9. The Developer agrees to provide to the Town Engineer written certification of a Professional Engineer, licensed to practice in New Brunswick that the storm water system has been satisfactorily completed and constructed in accordance with the Town specifications.

Water Supply

10. In addition to and notwithstanding the payments committed elsewhere in this agreement the Developer agrees to pay the Town an amount, calculated by the Director of Operations in the manner set out in By-Law 7-04 Water By-Law as amended from time to time, for Permit Connection and Water System Access Fees, which shall be paid to the Town on issuance of the building permit.
11. The Town agrees to supply potable water for the purposes and for those purposes only of an commercial self-storage facility and for minor residential purposes incidental thereto and for no other purposes whatsoever.
12. The Developer agrees that the water supply shall not be used to service any water-to-air heat pump or exchanger and that there shall be no inter-connection with domestic wells.
13. The Developer agrees to provide and grant to the Town, its successors and assigns, unencumbered easements, in the form customarily used by the Town, which the Town might deem necessary to adequately provide for the operation and maintenance of stormwater drainage works, water supply systems including the water service laterals and fire hydrants.
14. The Town does not guarantee and nothing in this Agreement shall be deemed to be a guarantee of an uninterrupted supply or of a sufficient or uniform water pressure or a defined quality of water. The Town shall not be liable to the Developer or to any person, firm or corporation for any damage or injury caused by the interruption of the supply of water, the lack of uniform pressure thereof or the quality of water. Further the Developer agrees to the following:
 - (a) The Developer agrees that a separate water meter shall be installed, at their expense, for each connection made to the Town Water System.
 - (b) The Developer agrees that the Town Council may terminate the Developer's connection to the Town water system in the event that the Town finds that the Developer is drawing water for an unauthorized purpose or for any other use that the Town deems in its absolute discretion.
15. It is expressly agreed and understood that all connections to the Town water mains shall be approved by the Director of Operations or such other person as is designated by the Town and shall occur at the sole expense of the Developer.
16. It is expressly agreed and understood that Town staff will visually inspect the connection to the Town water mains before the connection is buried or the Developer could be asked to re-excavate at no cost to the Town.
17. The written certification of a Professional Engineer, licenced to practice in the Province of New Brunswick that the connection of service laterals and the connection to the existing town water supply has been satisfactorily completed and constructed in accordance with the Specifications for Developers is required prior to the occupation of any buildings or portions thereof.

Sanitary Sewer System

18. In addition to and notwithstanding the payments committed elsewhere in this agreement the Developer agrees to pay the Town an amount, calculated by the Director of Operations in the manner set out in By-Law 6-04 Sewage By-Law as amended from time to time, for Permit and Sewer Connection Fees which shall be paid to the Town on issuance of the building permit.

19. 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. Engineering design, supply, installation, inspection and construction of all service lateral or laterals necessary to connect to the existing sanitary sewer system inclusive of all pipes, laterals, fittings, and precast concrete units. The Developer shall connect to the existing sanitary sewer system at a point to be determined by the Director of Operations. Connection to the Town sewer system will be made by directional drilling unless otherwise approved by the Director of Operations.
 - b. Providing and granting to the Town, its successors and assigns, unencumbered easements, in the form customarily used by the Town, which the Town might deem necessary to adequately provide for the operation and maintenance of the sanitary sewer inclusive of all pipes, laterals, fittings and precast concrete units crossing the Lands of the Developer.
 - c. The Developer agrees to submit for approval by the Town, prior to commencing any work to connect to the sanitary sewer system, any plans required by the Town, with each such plan meeting the requirements as described in the Specifications for Developers (hereinafter referred to as the "Specifications for Developers").
20. It is expressly agreed and understood that all connections to the Town sanitary sewer system shall be supervised by the Developer's engineer and inspected by Town staff prior to backfilling and shall occur at the sole expense of the Developer.

Lighting and General Maintenance

21. The Developer agrees to direct all exterior lighting to driveways, parking areas, building entrances and walkways and that all exterior lighting shall be arranged or directed so as to divert the light away from adjacent residential lots and buildings.
22. The Developer agrees to install decorative pole lights, the style to be approved by the Town for illumination of the driveway and roadway frontage of the lot. The pole lights shall become the responsibility of the property owner and shall be maintained in a manner to ensure continuous operation.
23. 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 standards prescribed by the Town.
24. The Developer agrees that refuse containers located outside the building shall be fully screened from adjacent properties and from streets by means of opaque fencing/masonry walls with suitable landscaping in accordance with the Zoning by-law, and shall further ensure that all refuse is removed regularly.
25. The Developer shall maintain and keep in good repair all portions of the development on the Lands, including but not limited to, the interior and exterior of buildings, fencing, walkways, recreational amenities, parking areas and driveways, and the maintenance of all landscaping including the replacement of damaged or dead plant stock, trimming and litter control, garbage removal and snow removal/sanding of walkways and driveways.
26. The Developer expressly agrees and understands that notwithstanding any provision of the Town's Building By-Laws or any statutory by-law or regulatory provision to the contrary, the Building Inspector shall not issue a building permit to the Property Owner for work directly connected with the

development of the Lands, nor shall the Property Owner be entitled to such a permit unless and until the Development Officer has approved the Site Plan submitted as part of the Development Permit process illustrating the precise size, location and configuration of the proposed building.

Indemnification

27. The Developer does hereby indemnify and save harmless the Town from all manner of claims or actions by third parties arising out of the work performed hereunder, and the Developer shall file with the Town prior to the commencement of any work hereunder a certificate of insurance naming the Town as co-insured evidencing a policy of comprehensive general liability coverage on "an occurrence basis" and containing a cross-liability clause which policy has a limit of not less than Two Million Dollars (\$2,000,000.⁰⁰). 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 set out as described in this Agreement.

Notice

28. 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 **KENNEBECASIS SELF-STORAGE LTD.**, 88 Hilltop Drive, Hampton, NB, E5N 5P2 and to the TOWN if delivered personally or by prepaid mail addressed to ROTHESAY, 70 Hampton Road, Rothesay, New Brunswick, E2E 5L5. In the event of notice by prepaid mail, the notice will be deemed to have been received four (4) days following its posting.

By-laws

29. 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

30. The Town reserves the right and the Developer agrees that the Town has the right to terminate this Agreement without compensation to the Developer if the specific proposal has not commenced on or before **(INSERT DATE)** being a date 5 years (60 months) from the date of Council's decision to enter into this Agreement. Accordingly the Agreement shall have no further force or effect and henceforth the development of the Lands shall conform with the provisions of the Rothesay Zoning By-law.

31. Notwithstanding Part 40, the Parties agree that the development shall be deemed to have commenced if within a period of not less than three (3) months prior to **(INSERT DATE)** the construction of the private street and municipal service infrastructure has begun and that such construction is deemed by the Development Officer in consultation with the Town Engineer as being continued through to completion as continuously and expeditiously as deemed reasonable.

32. The Developer agrees that should the Town terminate this Agreement the Town may call the Letter of Credit described herein and apply the proceeds to the cost of completing the work or portions thereof as outlined in the agreement. If there are amounts remaining after the completion of the work in accordance with this agreement, the remainder of the proceeds shall be returned to the Institution issuing the Letter of Credit. If the proceeds of the Letter of Credit are insufficient to compensate the Town for the costs of completing the work mentioned in this agreement, the Developer shall

promptly on receipt of an invoice pay to the Town the full amount owing as required to complete the work.

Security & Occupancy

33. The Town and Developer agree that Final Occupancy of the proposed building(s), as required in the Building By-law, shall not occur until all conditions above have been met to the satisfaction of the Development Officer.
34. Notwithstanding, the Town agrees that the Occupancy Permit may be issued provided the Developer supplies a security deposit in the amount of 110 percent of the estimated cost to complete the required storm water management and landscaping. The security deposit shall comply with the following conditions:
- a. security in the form of a certified cheque or automatically renewing, irrevocable letter of credit issued by a chartered bank dispensed to and in favour of Rothesay;
 - b. the Developer agrees that if the landscaping or storm water works are not completed within a period not exceeding six (6) months from the date of issuance of the Occupancy Permit, the Town may use the security to complete the work as set out in this Agreement;
 - c. the Developer agrees to reimburse the Town for 100% of all costs exceeding the security necessary to complete the work as set out in this Agreement; and
 - d. the Town agrees that the security or unused portion of the security shall be returned to the Developer upon certification that the work has been completed and acceptable to the Development Officer.
35. Notwithstanding any other provision of this Agreement, the Developer shall not occupy or use the Lands for any of the uses permitted by this Agreement unless an Occupancy Permit has been issued by the Town. No Occupancy Permit shall be issued by the Town unless and until the Developer has complied with all applicable provisions of this Agreement and the Zoning By-law and with the terms and conditions of all permits, licenses, and approvals required to be obtained by the Developer pursuant to this Agreement.

Entire Agreement

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

Severability

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

Reasonableness

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

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

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

Date: _____, 2017

MARK A. REID

Witness:
Ltd.

Director, Kennebecasis Self-Storage

Rothesay:

Witness:

Mayor

Witness:

Clerk

INFORMATION ONLY

2017 July 10 Open Session FINAL_161

SCHEDULE A

PID 00065227

(PID to be retired pending lot subdivision)

INFORMATION ONLY

**POLYLINE —
DESIGNS**

RESIDENTIAL / COMMERCIAL BUILDING DESIGN
ARCHITECTURAL DRAFTING / INTERIORS
LANDSCAPE ARCHITECTURE / EXTERIORS
DRAWING and GRAPHIC SERVICES

P/D

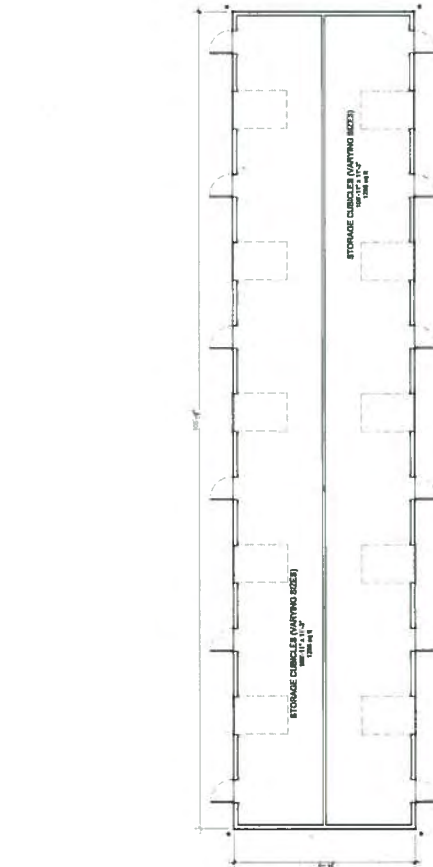
637 PROCLITY ROAD P.O. BOX 146 BRISBANE Q4 537
TEL 558-634-1157 FAX 558-634-5156 EMAIL: info@polyline.com.au

SELF-STORAGE FACILITY
MILLENNIUM DRIVE - ROTHESAY, NEW BRUNSWICK

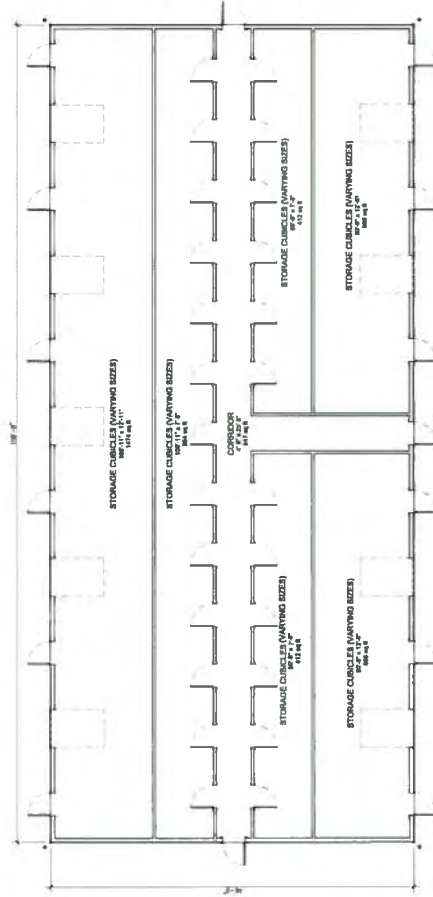
1-7

Of 3

INFORMATION ONLY



○ STORAGE BUILDING TYPE-1 FLOOR PLAN SCALE: 1/8" = 1'-0"



○ STORAGE BUILDING TYPE-2 FLOOR PLAN SCALE: 1/8" = 1'-0"

CONCEPTUAL ONLY
MAY 16, 2017



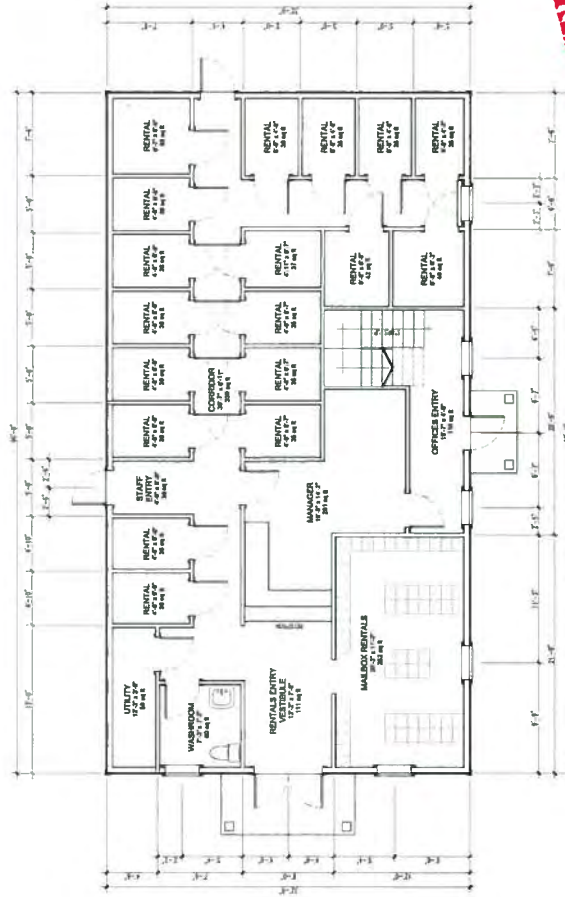
SELF-STORAGE FACILITY

MILLENNIUM DRIVE - Rothesay, New Brunswick

PA-2
OF 3



PERSPECTIVE VIEW-2



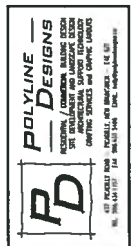
OFFICE BUILDING - SECOND FLOOR PLAN

OFFICE BUILDING - MAIN FLOOR PLAN

**CONCEPTUAL
ONLY**
MAY 16, 2017

MAY 16, 2011

SELF-STORAGE FACILITY
MILLENNIUM DRIVE - ROTHESAY, NEW BRUNSWICK



PA-1
OF 3

INFORMATION ONLY

2017 July 10 Open Session FINAL_171

Development Agreement
Form 45

Kennebecasis Self-Storage Ltd.

AFFIDAVIT OF CORPORATE EXECUTION

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

Deponent:

Mark A. Reid

Mark A. Reid
Kennebecasis Self-Storage Ltd.
88 Hilltop Drive
Hampton, NB
E5N 5P2

Office Held by Deponent:

Director

Corporation:

Kennebecasis Self-Storage Ltd.

Place of Execution:

Rothsay, Province of New Brunswick.

Date of Execution:

_____, 2017.

I, **Mark A. Reid**, 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 "**Mark A. Reid**" 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 town of
Rothsay, in the County of Kings,)
and Province of New Brunswick,)
This ____ day of _____, 2017)
)

BEFORE ME:)

)

)

Commissioner of Oaths)

Mark A. Reid

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: **NANCY E. GRANT**

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: _____, 2017.

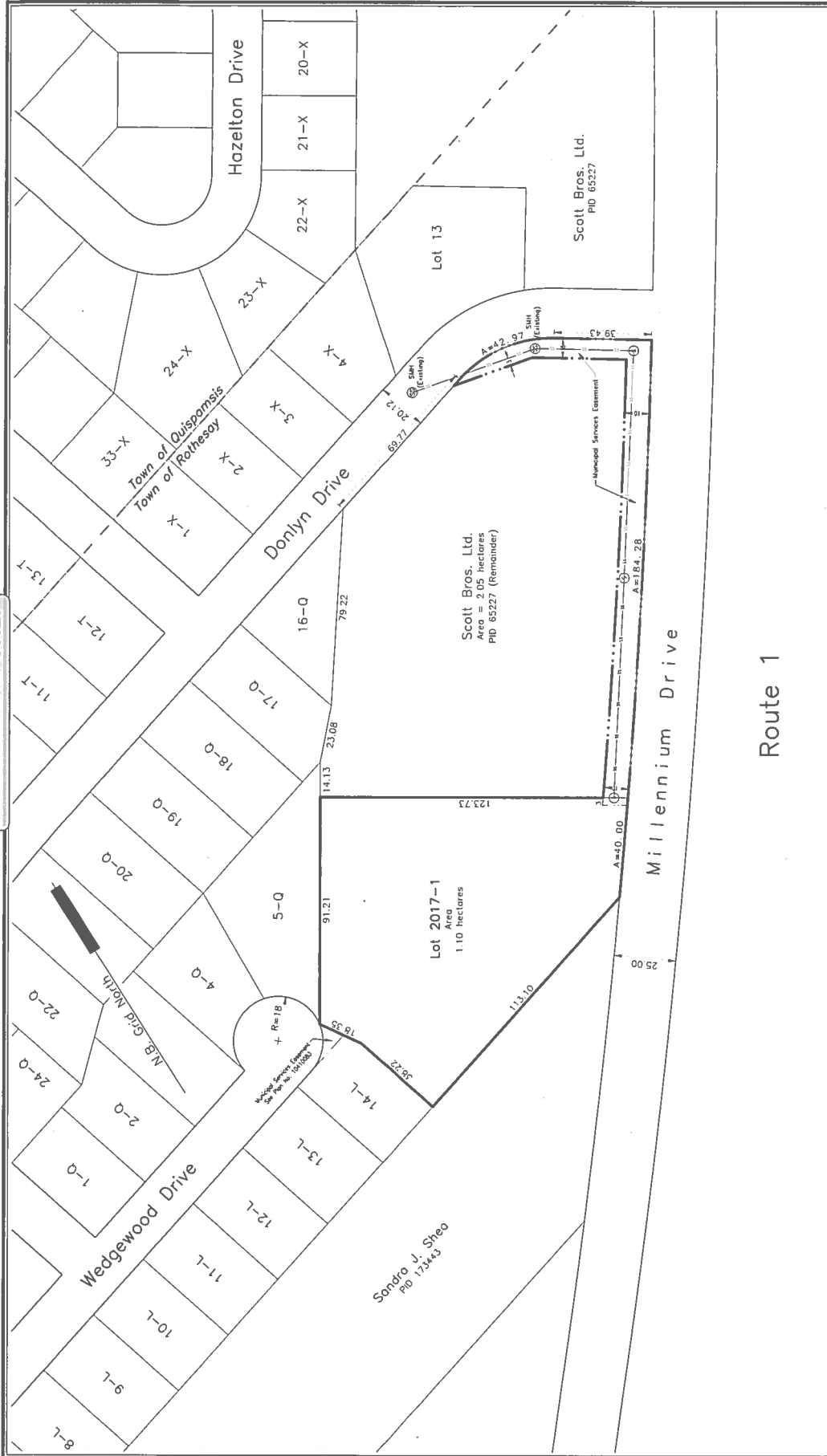
I, **MARY JANE E. BANKS**, the deponent, make oath and say:

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 **NANCY E. GRANT**, the other officer specified above, as the officer(s) duly authorized to execute the instrument on behalf of the corporation;
7. the signature “**Nancy E. Grant**” subscribed to the within instrument is the signature of Nancy E. Grant, 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 _____, 2017.)
)
BEFORE ME:)

Commissioner of Oaths) **MARY JANE E. BANKS**

INFORMATION ONLY



Tentative Plan
Sunset Acres Subdivision
Phase 20A
Town of Rothesay
Kings County, N.B.

Scale = 1:1000

KIERSTEAD QUIGLEY and ROBERTS Ltd.
Saint John, New Brunswick

Job No. 87-0209F
Dated: May 26, 2017

Dwg. No. T-0659

NOTES:

1. Distances are in METRES.
2. Land parcels shown on this plan are bounded by the boundaries of the Town of Rothesay.
3. Peripheral information and adjacent names were derived from various sources and should be verified.
4. All plans and documents referenced are recorded in the Land Registry Office in the Land Titles Office for the District of New Brunswick.

PURPOSE OF PLAN:

- To create Lot 2017-1.
- To create a Municipal Services Easement.

LEGEND:

- Standard survey marker found
- SMS - Standard survey marker set
- RIBF - Round iron bar found
- IPF - Iron pipe found
- CC - Calculated point
- ARC - Arc
- sq.m - Square metres
- A - Arc
- R - Radius
- Rad PL - Radius point
- C - Centreline
- F - Fence
- PID - Parcel identifier number
- Adj - Adjusted network
- Tab - Tabulated co-ordinate reference
- AINBLS - Association of N.B. Land Surveyors
- Proposed Sewer Manhole

Key Plan
Scale = 1:25,000

Key Plan
Scale = 1:25,000

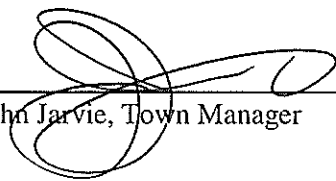
Key Plan
Scale = 1:25,000



70 Hampton Road
Rothesay, NB
E2E 5L5 Canada

Rothesay Council
July 10, 2017

TO: Mayor Grant and Members of Rothesay Council

SUBMITTED BY: 
John Jarvie, Town Manager

DATE: July 5, 2017

SUBJECT: Contract W-2017-002: Hampton Road Watermain Renewal

RECOMMENDATION

It is recommended that Contract T-2017-003C: Hampton Road Watermain, be awarded to the low tenderer, Midi Construction Ltd., at the tendered price of \$705,684.34 and further that the Mayor and Clerk be authorized to execute the appropriate documentation in that regard.

ORIGIN

The 2017 Utility Fund Capital Budget includes funding for the construction of a watermain renewal project on Hampton Road between Highland Avenue and Church Avenue.

BACKGROUND

At their meeting of April 10, 2017 Council approved a proposal from Dillon Consulting to design, tender and manage a project to renew the watermain on Hampton Road between Highland Avenue and Church Avenue.

The existing cast iron watermain on Hampton Road was installed in the mid 1960's. The watermain operates well under current conditions, however modelling has shown that the increase in flow necessary to service the 7 Hillcrest Development has the potential to cause pipe failure.

The cast iron main would be replaced at some point in the future; however the development of the property at 7 Hillcrest has shortened the timeline for replacement. The Developer has recognized their

role and responsibility with respect to the timeline and subsequently agreed to cost share the project with the Utility.

TENDER RESULTS

Tenders for Contract W-2017-002: Hampton Road Watermain Renewal closed on July 4, 2017 with the following results (including HST):

| | |
|--|--------------|
| 1. Debly Enterprises Ltd., Saint John, N.B. | \$989,373.75 |
| 2. Galbraith Construction Ltd., Saint John, N.B. | \$888,081.75 |
| 3. MIDI Construction Ltd., Saint John, N.B. | \$808,122.25 |
| 4. Terraex Inc., Saint John, N.B. | \$879,146.25 |

The Engineer's estimate for the project was \$870,550.00.

ANALYSIS

The tenders were reviewed by staff and found to be formal in all respects. Staff is of the opinion that the low tenderer has met all of the requirements outlined in the tender call and recommend acceptance of their tender.

FINANCIAL IMPLICATIONS

The tender includes the materials, labour and equipment that will be charged against the 2017 Utility Fund Capital Budget. Assuming award of the contract to the low tenderer, a budget analysis has been completed.

The analysis concludes that a total amount of \$200,000 was provided in the Utility Fund Capital Budget for this project. The Developer of the 7 Hillcrest property has a contractual obligation with the Town to fund a portion for the project equal to \$232,538.81 including net HST.

Provisions were made in the contract to install temporary water servicing for homes along the construction corridor. It is anticipated that the existing watermain will remain in service during construction and the temporary service and associated costs will neither be required nor incurred. Staff was of the opinion that having the cost of temporary servicing predetermined as a provisional sum in the contract was prudent given the tight timeline to complete the project. This cost was in the order of \$50,000. There was a general contingency allowance of \$50,000 included in the contract price for unforeseen work.

The 2017 Utility Fund Capital Budget also included an amount of \$100,000 to replace an existing cast iron watermain along Station Road. This watermain is not in a state of failure; however replacement of unlined cast ironing piping is an initiative the Utility has been pursuing year by year.

The Utility Capital Budget includes \$150,000 for wellfield development; \$100,000 of which has not been spent to date.

Staff proposes the following:

- deferring the Station Road project and utilizing the \$100,000 budget to augment the budget for the Hampton Road Watermain Renewal project;
- utilizing the \$100,000 remaining wellfield development budget to augment the budget for Hampton Road Watermain Renewal project;
- reducing the limits of the Hampton Road Watermain Renewal project to include the portion of Hampton Road between Highland Avenue and Almon Lane rather than Highland Avenue to Church Avenue, a 100m reduction to save approximately \$93,000;
- deleting the use of temporary water servicing to save approximately \$50,000.

The scope reduction would translate into a project award amount of \$705,684.34 including HST rather than the tendered amount of \$808,122.25. This proposed award amount still includes \$50,000 contingency for unforeseen work. Staff has discussed the scope reduction with the low tenderer and have confirmed their acceptance.

There are inherent risks associated with not replacing the entire 750 m of cast iron piping on Hampton Road; however it is a manageable risk in the opinion of Utility staff. The portion of the project attributable to the Developer does not change by altering the scope of the project in this manner and the risk of a watermain break is not increased by the Development giving the system operational flexibility provided by the new watermain on Almon Lane.

The table below outlines the approved budget, Developer contribution, additional (suggested) budget from project deferrals and reallocations and savings realized from project scope reductions.

| | Total incl. hst | Hst rebate | Cost to Town |
|--|-----------------|------------|--------------|
| Engineering fees | 68,931.00 | 6,421.97 | 62,509.03 |
| Construction costs | 808,122.25 | 75,288.88 | 732,833.36 |
| | | | |
| Subtotal | | | 795,342.39 |
| Combined budgets (Utility and Developer) | | | 432,538.81 |
| Difference | | | -362,803.58 |
| Station Road deferral amount | | | 100,000.00 |
| Wellfield re-allocation amount | | | 100,000.00 |
| Scope reduction of 100 m | | | 92,894.26 |
| Temporary service deletion | | | 52,143.00 |
| | | | |
| Total | | | -17,766.32 |
| | | | |

The -\$17,766.32 can be funded from the \$50,000 contingency or otherwise managed within the Utility Capital budget envelope.

The other option is to complete the project as designed and tendered realizing that the work included in the tender does have to be completed at some point in the future if not now. Council could chose to fund the Hampton Road project budget overage of \$263,803.58 from Utility Reserve funds and complete the other 2017 approved budget initiatives as planned.

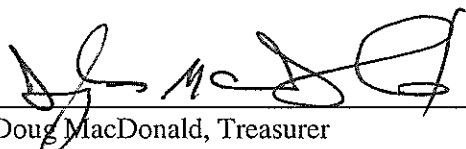
The other noteworthy item involved in this contract is the asphalt re-instatement on Hampton Road – a provincially designated highway. The tender includes the cost to resurface the road within the project limits from the centreline to the curb; considerably more asphalt than necessary to reinstate the trench that will be excavated to install the watermain. The reasoning for doing this was to create a travelling surface as smooth as possible until such time as the entire road is resurfaced when provincial funding is available. The additional re-instatement would amount to Rothesay subsidizing a portion of the province's cost on Hampton Road if funding to complete that street was approved in the near future. The additional asphalt cost in the current tender is approximately \$40,000 therefore the subsidy would be the 75 percent share that the province would fund equal to \$30,000.

The Treasurer has assessed the net book value of the assets being replaced within the project limits and determined the remaining life/value to be in the order of \$4,000.

Report Prepared by:


Brett McLean, Director of Operations

Report Reviewed by:


Doug MacDonald, Treasurer

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



INTEROFFICE MEMORANDUM



TO : Mayor Grant & Council
FROM : John Jarvie
DATE : 7 July 2017
RE : Consultant Selection – Rothesay Arena Assessment

Recommendation:

It is recommended that Council authorize the engagement of **exp** to conduct an assessment of the current condition of the Rothesay Arena in accordance with the attached proposal at an upset cost of \$19,524.⁷⁰ with the funds to come from the general capital reserve.

Background:

In considering a recreation project to address future recreation needs, Council has questioned the condition of the existing Rothesay Arena and the viability of its future use. To address these questions, Council considers it appropriate to have the current building assessed to determine the deficiencies which would have to be corrected in order to extend its useful life. At Council's direction and following a review of the terms of reference by Council, a request for proposals was issued in May.

In response six proposals were received and analysed by staff.

| Proponent |
|--------------------------------------|
| exp |
| Fougere Menchenton Architecture Inc. |
| Fundy Engineering |
| Pinchin LeBlanc Environmental Ltd. |
| Stantec Architecture Ltd. |
| WSP |

Before considering financial aspects, 2 firms stood out. Once pricing and level of effort was included, both firms remained competitive but a third firm emerged as the overall leader. In the evaluation of the proponents for this project, cost was given a heavy weight (50%). This was due to an assumption that many firms could adequately complete such a project.

In discussion of the need for an assessment of the existing arena some mention was made of the need for a fresh look at the building. The highest-ranking proponent **exp** does have some experience in a related design project. The firm prepared the conceptual design for an earlier project that included renovations to the existing building. This design was ultimately rejected by the former Council due to its high cost (\$25M+). Carrying out that project undoubtedly gave **exp** useful knowledge of the existing building and may somewhat account for the cost put forward to carry out the work.

| Consultant | Fees (inc HST) | HST rebate | Subtotal | Budget Item | % of Budget Item |
|------------|----------------|------------|-----------|-------------|------------------|
| exp | 19,524.70 | 1819.02 | 17,705.68 | nil | n/a |



Town of Rothesay
**Proposal for Consultant Services
for the Assessment of the
Rothesay Arena - 2017**

Proposal Number: 999-00048690-PP

Prepared By: Melissa Wakefield

Reviewed By: Morgan J. Lanigan

exp Architects Inc.
602 Rothesay Ave.
Saint John, NB E2H 2H1
t: 506 646 8020 | f: 506 646 8025
exp.com

Date Submitted: June 28, 2017


| exp Quality System Checks | |
|---|--|
| Proposal No.: 999-00048690-PP | Date: June 28, 2017 |
| Type of Document: Proposal | Revision No.: 0 |
| Prepared By: Melissa Wakefield Morgan J. Lanigan | |
| Reviewed By: Jean-Philippe Foisy |  |

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2017July10OpenSessionFINAL_182

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Richard White
Architect
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ARIAS

Melissa Wakefield
Architect
AANB

2017.JUN.28

999-00048690-PP

Ms. M.J. Banks
Town of Rothesay
70 Hampton Road
Rothesay, NB
E2E 5L5

Re: Proposal for Consultant Services for the Assessment of the Rothesay Arena
Letter of Transmittal

Dear Ms. Banks:

With a long history of working closely with the Town of Rothesay over many decades, we are very excited at the potential of continuing our working relationship by submitting the attached proposal for consulting services for the assessment of the Rothesay Arena. After having worked hand-in-hand with the Town's recreation and administrative staff in 2012 for the proposed renovation and expansion of the Rothesay Arena into a multi-purpose facility, we feel that we have an unmatched understanding of the Town's recreation needs, goals, and desires which should help to inform our work going forward. We're eager to put that experience to work for you.

Having worked with us in the past, you'll quickly recognize the simplicity and ease of having a full consulting team at your service with a single point of contact. Having a multi-discipline team from a singular consultant ensures that all disciplines can work together effortlessly who share the same values and philosophy. This makes for a seamless and surprise-free environment for you. For the proposal, Morgan Lanigan will be your main point of contact and can answer any questions you may have.

In preparing our proposal, we have relied upon the Request for Proposals dated May 16th, 2017 and we are in receipt of answers to our clarification questions on May 31st, 2017. We trust that our proposal meets your needs and reflects the requirements of the Request for Proposals. We are willing and able to hold our proposed professional fee value for 90 days to give you time to decide and enter into an agreement.

We truly look forward to this opportunity to assist the Town of Rothesay in making informed strategic investment decisions on important community assets in the best interest of its residents.

Sincerely,

Morgan J. Lanigan
Architecture Lead – Saint John



Jean-Philippe Foisy, AANB, OAQ, OAA, NSAA, LEED® AP
Vice-President, Buildings + Industry, Atlantic Canada

2 Qualifications and Experience

2.1 Company Overview

Exp is a multidisciplinary consulting firm with over 3,200 employees and 80 offices. We offer consulting services and expertise in all engineering disciplines, as well as planning and architecture. With 65 years of providing services to Atlantic Canada and operating from Saint John, New Brunswick since 1973, we have diversified the range of specialized knowledge we offer combined with superior local knowledge.

Through our internal Quality Management System (QMS), which demands continual improvement, we regularly evaluate ourselves and solicit input from our clients. This process provides value and world-class services creating stronger client relationships.

With **exp** you have access to highly experienced and creative professionals. The right people provide the right solutions for your project. With professionals in offices all across North America and around the world, **exp** delivers successful project outcomes adding value to your organization. We deliver global expertise from a local presence in six key practice areas: Buildings, Infrastructure, Earth & Environment, Energy, Industrial, and Sustainability.

Additional information about **exp**, the firms that merged to create the company, the markets we serve, and the services we provide, is available on our website at **exp.com**.

2.2 Relevant Project Experience

In Atlantic Canada and, specifically here in the greater Saint John region, **exp** has a long history of partnering with municipalities. We have designed and renovated a wide variety of municipal buildings, everything from fire and police stations to community centers, plus arenas, operations centers, transit facilities, and water treatment plants, among others. Our team understands the pressures and challenges faced by municipalities and our aptitude for this has been proven time and time again with many awards and accolades, most recently receiving the second highest award for architecture in Atlantic Canada, the **2017 Lieutenant Governor of New Brunswick Excellence in Architecture Merit Award**, for the Nick Nicolle Community Centre Renovation, a project that has been awarded several other accolades from organizations such as the Association of Consulting Engineers Canada and Atlantic WoodWorks.

We have had the privilege of being involved from the beginning of many recreation projects throughout Atlantic Canada. Our projects have been as simple as façade modernizations on a small community arena to the master planning and concept design of a \$20M multi-purpose recreation facility for the Town of Rothesay. Other notable projects have included the \$16M expansion of the East Hants Sportsplex, which included the renovations of an existing arena and addition of a new ice surface and indoor soccer field, as well as the construction of two brand new YMCA facilities which included gymnasiums, pools, fitness studios, and full locker rooms.

Through this experience with municipal and recreation projects, we have built an enormous capacity and knowledge within our design team that we are excited to share with you to maximize the benefits of any investment you plan for the Rothesay Arena in the future.

Specific to this phase of determining the existing condition of the Rothesay Arena, our team has completed many building condition assessments and reviews of this nature. Our clients have relied on us to provide complete reviews of their facilities for any number of purposes, everything from determining planned maintenance and upgrades, to understanding urgent repairs necessary after serious events like fire and floods, and understanding capital expenditures for prospective purchasers. More specifically, we have completed building condition assessments of several arenas, such as the York and Lady Beaverbrook Arenas in Fredericton, which began as building condition assessments and eventually led to extensive

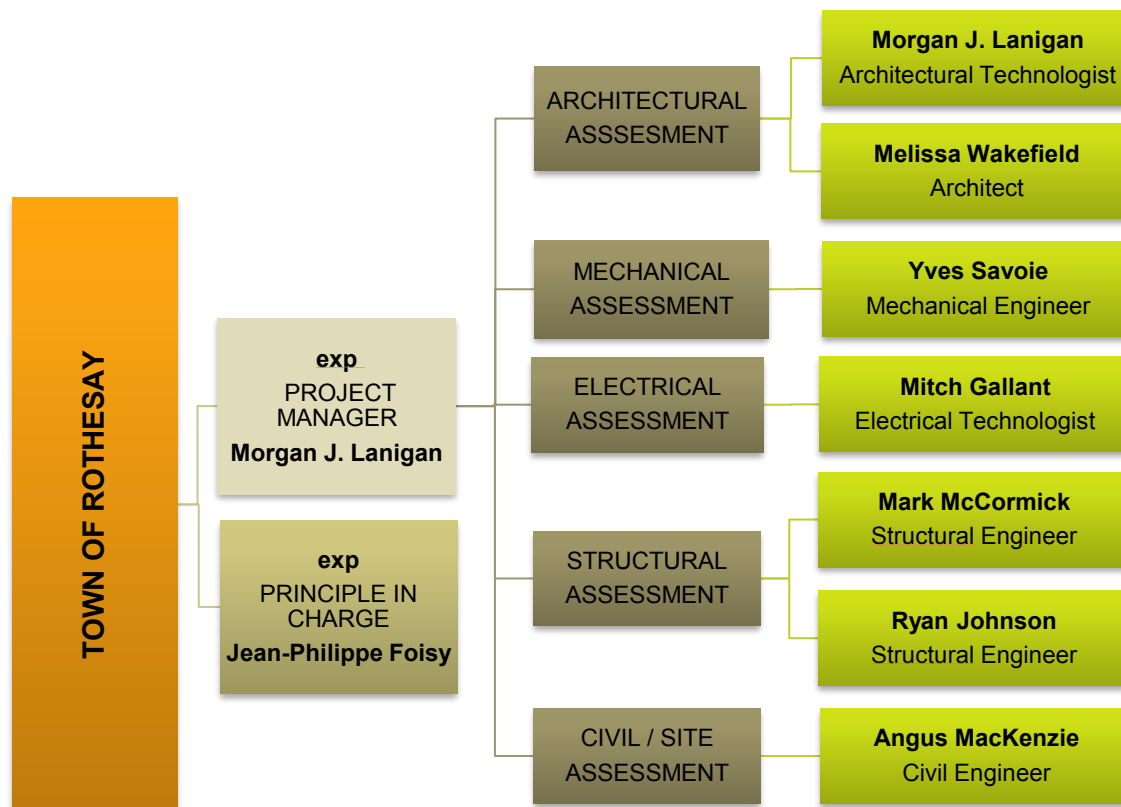
retrofits to extend their useful lives. This experience in a variety of circumstances will guide us to provide the Town of Rothesay with solid recommendations for the future of the Rothesay Arena.

For more information on selected projects, please see **Appendix B**.

2.3 Key Project Personnel

Exp has assembled a strong experienced project team for the Rothesay Arena Assessment. The team is available to begin work immediately upon award of the project. Our team brings valuable and unmatched expertise to complex infrastructure planning and design projects that we can use to guide our review of your facility. Among the many advantages that a multi-discipline firm like **exp** can provide you, the primary benefit is a singular point of contact and a complete in-house team that simplifies coordination and project understanding. Having a singular team that has adopted and understands our Quality Management System (QMS) makes monitoring budgets, schedules, and outputs a breeze. This translates into a streamlined and simple process for you and a surprise-free environment that a team consisting of many individual consultants with varying philosophies simply cannot offer.

The organizational chart below depicts the proposed structure of our team. Each team member's CV is presented in **Appendix A** to give you a broader view of our team's depth of experience.



3 Project Understanding & Management

We place a large emphasis on planning and we're not afraid to show it, even if it reveals our cards. Having a good plan from the get-go sets the stage for an organized approach to the work flow and our mutual success. It also gives you the reassurance that all your needs will be tackled in due course throughout the project and in the most efficient manner possible.

We understand the project to be a building condition assessment of the existing arena facility to understand its current condition and appreciate the renovations needed to extend the life of the facility for, potentially, another 15+ years. An opinion of cost magnitude will be provided to rectify the deficiencies noted in our review and limited review of the National Building Code (as described below) will note the differences between the standards to which the building was originally built and today's current requirements.

We've proposed a detailed work plan below to give you a comfort level that everything is on the table. Consequently, if you feel there are changes needed or if there is a different way to approach the subject, we are open to discussion and changing the work plan to achieve the best results. We're anxious to hear from you on this and, at a minimum, we will review the plan of action with you during our first meeting (Item 3.2.2).

3.1 Contract Initiation

3.1.1 Project Start-Up and Contract Signing

This is the starting point for the project: setting up the contracts, signing all the documents, and making all the arrangements to set the project off on the right path. Don't forget to dot the i's and cross the t's!

3.1.2 Internal Kick-Off Meeting

Typically, an internal meeting for the consulting team, the kick-off meeting is where we get the team excited about the project. We discuss the challenges and constraints of the project as well as the opportunities. We'll also cover off the basics, everything from the project budget to the scope of work and the project safety plan. Managing the expectations and setting the standards up front promotes a surprise-free environment for you.

3.2 Start-Up and Data Acquisition

3.2.1 Review Existing Drawings and Documents

We will take the time to review any data, drawings, and documentation that you have for the facility that may be relevant to this project. This may include original construction drawings, record drawings of the facility, previous studies, and past or planned renovations. We'll also dive into our archives to dig out relevant information from the development of the Rothesay Multi-Purpose Facility Master Plan that we developed with you in 2012.

3.2.2 Client Start-Up Meeting

Here is where we start the project on the right foot. We'll sit down with you to review your needs and make sure we understand them. We'll review our proposed plan of work and schedule to give you the comfort of knowing we've got everything covered and for you to tell us if we're on the right path to meeting your needs. Establishing expectations at this point sets the stage for success as the project develops and opens lines of communication if changes need to be made along the way.

3.3 Assessment Scope of Work

3.3.1 Site Review

This is where the real work begins. Here, we'll conduct a day-long visual review of the architectural, structural, mechanical, electrical, and civil engineering components of the facility. Specifically, our visual assessment will include the following items:

Roofing Systems

Exp will conduct a visual review of the roofing systems of the building to identify existing or potential roofing deficiencies to assess age, probable remaining service life and current condition where possible. Test cuts into the roofing membrane on the roofing systems will not be undertaken as part of the roof review at this time. Some areas may not be readily or safely accessible and will be observed from adjacent roof area(s), available window vantage points or where readily possible based on access provided.

Building Envelope Components

Exp will conduct a visual walk around review from the ground level of the exterior walls of the building, including the cladding systems, exterior windows and doors as well as exposed flashings and caulking. The intent of this walk-around review is considered a sampling-type review to try to identify the nature and extent of problems present, checking for cracking, obvious deterioration, impact damage and adequacy of jointing, control/expansion joints, and sealants (caulking).

As a value-added component for you, we will follow this up with a scan of select areas of the building envelope using a thermal imaging camera to identify areas where energy efficiency can be improved. This information can be used as a precursor to a later energy audit of the facility if you choose to choose to engage us to explore potential energy savings in greater detail at a later date or next stage of this project.

Structural Systems

We will review the exposed elements of the main building structure that are accessible for visual examination and comment on what was visually apparent from a structural integrity perspective.

Mechanical Systems

Exp will review and identify the building mechanical systems and equipment, including the ice plant and brine piping (where visible), and perform a visual review of the equipment to assess age, probable remaining service life and current condition where possible. We will identify what systems exist and, where possible, how they function. During the visual examination, we will review the building's operating mechanical systems.

Electrical Systems

Our visual review will consist of identification of the electrical systems and equipment, and a visual examination of the equipment, including lighting and sound systems, to assess age, probable remaining service life and current condition where possible.

Life Safety Components

We will review the major components of fire and life safety systems such as any fire detection equipment, alarms, sprinklers, emergency lighting, exit lighting/signage, etc. and provide our findings as they relate to assess age, probable remaining service life and current condition where possible.

Interior Finishes

We will provide a sampling tour overview of the interior building components including internal finishes, floor finishes, walls, ceilings, and lighting in the corridors. We will provide a general review the fixtures, fittings, and equipment that are located in the facility as well as provide some commentary on the general efficiency of the building layout and barrier-free accessibility.

Exterior Site Features

A cursory visual review of the areas immediately surrounding the building would be undertaken, primarily to observe conditions as it relates to the site surfacing conditions, walkways and asphalt pavement. The condition and any necessary replacement/repairs would be noted. A cursory review of incoming municipal services will be undertaken to understand the current capacities of the systems.

3.3.2 Code Analysis

Architectural Code Review

A cursory review of the 2010 National Building Code (“the Code”) will be an important aspect of understanding the broad parameters of the building’s construction. In an effort to identify deficiencies with the existing building in accordance with the current Code, our architectural review of the Code will review the building categorization (Section 3.2.2), construction requirements, and required fire resistance ratings; a review of travel distances and exiting; and a review of barrier-free accessibility.

Structural Code Review

Like the architectural code review, a review of the Code will be undertaken from a structural perspective to compare the original Code requirements at the time the facility was built to the current Code requirements in place today. This will help to identify potential areas for upgrades and modifications to the existing structure that can be used to plan for building’s future.

3.4 Reporting

3.4.1 Draft Report

After the completion of the visual assessment and a review of the Code, we will place our initial findings into a draft report that we will submit for your review. In addition to laying out our observations and research, though we will not be providing designs, we will provide you with general advice on typical, generic, or innovative measures that could be undertaken to address the deficiencies identified in our review. We will also provide you with our opinion of probable cost magnitude (Class D) to help you plan for the financial investments that may be required to extend the life of the Rothesay Arena.

Following submission of our draft report, we will meet with Town of Rothesay staff and Council to discuss our findings. This will be an excellent avenue to answer any of your questions, to clarify our conclusions, provide comments, and to request any adjustments to the report (where professionally appropriate).

3.4.2 Final Report

After meeting with Town of Rothesay staff and Council, we will promptly consider the feedback received and questions asked. We will revise our report where necessary to provide you with clear and concise observations and recommendations that will help you plan any future investments in the Rothesay Arena if this is the direction Council so chooses in the best interest of the residents of Rothesay.

4 Project Approach

Developing a logical work plan and dividing it into small, measurable sections provides you with clarity and certainty that the agreed work is being done in an orderly fashion to get from Point A to Point B. It also creates natural breaks in the work to allow time to assess the progress, provide feedback, and measure the results from each section. By eliminating surprises, removing the need for extensive rework, and leaving time for reflection, we can focus on delivering the best efforts from start to finish.

4.1 Proposed Schedule*

We propose to complete the review of your facility according to the general schedule laid out below. At our first meeting with you we will review the proposed schedule and make necessary adjustments to suit your needs where feasible. We'll also check with you regarding your preferred communication style and any check-points or milestones where you would like us to touch base with you. Moving in lock-step together with constant communication is important to setting – and meeting! – everyone's expectations.

| PHASE | ANTICIPATED DURATION | TENTATIVE SCHEDULE |
|------------------------------------|----------------------|-------------------------|
| Assumed award date | --- | July 10 |
| Mobilization + contract initiation | 2 weeks | July 10 - July 21 |
| Gathering data / start-up | 2 weeks | July 28 - August 11 |
| Building assessment + code review | 1 week | August 14 - 21 |
| Draft report | 3 weeks | August 21 – September 8 |
| Session with Council + staff | --- | TBD |
| Final Report | --- | by October 2 |

* *Scheduling of this work is subject to (where applicable): the timing of approvals; building and site access; weather restrictions; changes to the scope of work; availability of the client, **exp** staff, and external contractors; prompt supply of design criteria, program, as-builts, CAD drawings, owner-supplied information / components, etc.; prompt submission of client review comments and feedback; and other conditions beyond our control.*

4.2 Familiarity and Experience

Completing building condition assessments and code reviews is not unusual to **exp** and our experienced team has completed these types of reviews, including arenas specifically, all over Atlantic Canada. We also have a long history of working with the Town of Rothesay on a number of projects from civil engineering and infrastructure through to architecture. Our recent experience from 2012 working with the Town of Rothesay to develop concepts and designs for the Rothesay Multi-Purpose Facility and development of the Town's active transportation plan gives us unprecedented understanding of the Town's recreation goals which we can use to develop a better understanding of the desired future for the Rothesay Arena. This experience and understanding allows our team to get up to speed more rapidly than our competitors and to leverage upon our existing relationships with Town of Rothesay staff.

5 Assumptions

Though we try our very best to know everything going into each project, we know that answers aren't always immediately available for everything and some things, despite all our efforts, are not entirely clear. As a result, we occasionally need to make educated guesses and this proposal is based on the following assumptions:

- + PDF as-built drawings and / or original construction drawings of the full facility and site (architectural, structural, mechanical, electrical, and civil) are available for use in this project
- + All communication arrangements and public relations with tenants and the public are by others
- + There are no existing environmental issues associated with the site (air quality, asbestos, lead paint, mold, oil spill, delineated wetland, etc.).
- + A hazardous materials identification or assessment process is not included in the scope of work. If this is required/requested, we could arrange for this for an extra fee.
- + The facility will be vacant at the time of the visual review.
- + The assessment of the items outlined above is limited to a review of available documentation, as supplied to **exp** by the client, and a visual review of the building for purposes of identifying deficiencies within the primary building components. Observations will be made of those areas that are readily accessible during a "walk-through" type of examination. Our scope of work does not include physical testing of any system or components, operating of systems or opening of system components for internal inspection. Our review may be limited due to stored items and/or restricted access and based on prevailing lighting levels. We have not included for any portable supplemental lighting. We will make observations where conditions permit at the time of our scheduled visit and report on the information available and obtained at that time without any revisit(s).
- + Our review does not include any observations and/or commentary related to environmental conditions, past or present.
- + Our review does not include any observations and/or commentary related to specialized access via hydraulic or any other form of lift, confined access entry or specialized restricted access entry.
- + Capital expenses of values less than \$10,000 will be excluded from the report. Expenses related to operational and/or maintenance items are excluded from the report (budgets for annual inspections of systems and/or routine maintenance of components are excluded).
- + Structural analysis and / or design of structural upgrades is not included.
- + No destructive testing of materials or removal of finishes are included in the scope of work.
- + Observations will only be made from the ground and accessible roof levels, therefore, some building components may be difficult to observe if they are at heights. Our review does not include any suspended or lift access to review the cladding, envelope, and roofs.
- + The site review does not include the removal or dismantling of existing finishes or building assemblies and is intended to ascertain obvious areas of deterioration or probable areas of structural diminution only. We will not perform any physical or resonant testing or comment on the structural capacity of the structure or any components or perform any design or structural analysis. We are not reviewing any structural additions or quality of any modifications (if present).

- + We will not comment on the performance capacity of any mechanical systems within the building.
- + Our review will not include fire separations, containment, egress/exits, and does not include a complete Fire Code or Life Safety Audit.

Appendix A – Project Team Resumés





Morgan J. Lanigan

Architecture Lead – Saint John

+1.506.646.8020 | Morgan.Lanigan@exp.com

Area(s) of Expertise

- Project Management
- Architecture
- Urban Design
- Land Use Zoning
- Heritage Conservation

Overview

Recently named one of Atlantic Canada's Top 50 Emerging Leaders by 21inc, Morgan is an award-winning Project Manager and Architecture Lead with **exp** Architects Inc., experienced in the areas of architecture, urban design, building condition assessments, contract administration, and heritage conservation. Morgan has, over the course of his career, coordinated, designed, produced, and administered many large-scale architectural projects of various types, from a complex building condition assessment of radio transmission building to the intricate “re-skinning” of an urban 12-storey, fully-occupied senior citizens’ apartment building.

Also with a passion for urban design, Morgan has managed and developed master planning projects for entire neighbourhoods, produced urban design guidelines for successful urban infill projects, and assisted clients with zoning issues. His expertise in this area has landed him appointments to the City of Saint John’s Urban Design Guidelines Committee and the quasi-judicial Planning Advisory Committee to which he was twice elected as the Chairman, among other appointments.

Morgan’s diverse experience, attention to detail, and understanding of client issues, has allowed him to become versatile and agile to deal with issues that inevitably arise during construction and design projects. These skills have been demonstrated by having garnered multiple awards for excellent customer satisfaction throughout his career by dealing with challenges swiftly and professionally.

Representative Building Condition Assessment Experience

- Radio Canada International Transmission Building Condition Assessment, Sackville, New Brunswick, Canada
Morgan was the Project Manager for this complex review of a partially decommissioned radio transmission building which included seven out-buildings. Morgan was the client liaison, coordinated a full team of professionals, which included architectural, mechanical, electrical, and structural disciplines, conducted the architectural site reviews, and coordinated the preparation of the final report.

Education & Training

- Royal Architectural Institute of Canada Syllabus Program (partial)
2003 - 2011
- Civil Engineering Technology – Architectural Major, New Brunswick Community College
2001 - 2003
- Architectural preparatory courses, University of New Brunswick
1998 – 2000

Languages Spoken

- English
- French

Morgan J. Lanigan – Continued

Architecture Lead – Saint John

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- Lorne School Building Condition Assessment and Feasibility Study, Saint John, New Brunswick, Canada
Despite the local neighbourhood's objections, Lorne School was closed as a government cost saving measure. ONE Change Inc., a caretaker organization for the neighbourhood engaged **exp** to complete a full building condition assessment of the former school, including architectural, mechanical, and electrical disciplines along with a 10-year capital expenditures forecast. In addition, **exp** completed a feasibility study and business plan to reuse the building as a neighbourhood-supported community asset. Morgan was the Project Manager for this project as well as completing the architectural reviews and development of the feasibility study.
- Market Square Tower Façade Renovations, Saint John, New Brunswick, Canada
Involved with this project over the course of nearly 10 years, Morgan led several studies to review the building envelope, diagnose and prepare concept designs for this complex renovation project. Based on the condition assessment, the exterior of this 12-storey apartment building was completely removed and replaced while fully occupied by tenants, in addition to a series of interior renovations. As the project manager and lead designer, Morgan steered the client, tenants, and consulting team through this technically complex project with ease.
- Restigouche Hospital Building Condition Assessment, Campbellton, New Brunswick, Canada
Concerned with condition of the Restigouche Hospital to determine its future, the Province of New Brunswick engaged **exp** to complete a full review of the aging facility built in 1951 with architectural, mechanical, electrical, and structural disciplines as well as a 10-year capital expenditure forecast to bring the facility up to current standards. The report prepared by **exp's** was able to show the Province that replacing that facility was more cost effective over the long term; consequently, the Province decided to replace the facility with a new building.

Relevant Employment History

exp Architects Inc., Architecture Lead – Saint John

Employment: 2016 – Present

Responsible for the architectural operations in the Saint John region, Morgan is deeply involved in business development, proposal writing, strategic planning, resource and project scheduling for the office. In addition his role as the architecture lead, Morgan is an award-winning multi-discipline project manager responsible for the successful completion of projects up to \$25,000,000 in construction value while acting as the client liaison.

Acre Architects Inc., Project Manager and Senior Technologist

Employment: 2013 – 2015

As the Senior Technologist, Morgan was responsible for all detail development, technical reviews, land use planning reviews, urban design, constructability reviews, and contract administration for all large scale residential and commercial projects in the office. In addition, Morgan supervised and mentored an in-house team of 6 intern architects and technicians, coordinated full external subconsultant teams on large projects, along with proposal writing, and tackling resource and project scheduling within the office.

Morgan J. Lanigan – *Continued*

Architecture Lead – Saint John

+1.506.646.8020 | Morgan.Lanigan@exp.com

exp Architects Inc., Project Manager and Contract Administration Team Leader

Employment: 2003 – 2013

Morgan, as multi-discipline project manager, was responsible for projects upward of \$25,000,000 in construction value along with the coordination of full consulting teams and acting as the client liaison for which he has won several client satisfaction awards. In addition to these duties, Morgan was responsible for the coordination and mentoring of all contract administrators stationed in offices located throughout Atlantic Canada.

Canada Customs and Revenue Agency, Accommodations, Telecommunications, and Security (ATS) Officer

Employment: 2001 – 2002

Responsible for overseeing construction contracts at all Customs and Taxation offices throughout New Brunswick, Morgan developed contract documentation and statements of work for various accommodations, telecommunications, and security projects. In addition to this, Morgan issued tenders, received and awarded tenders to eligible contractors, and acted as the project manager for projects up to \$250,000. Morgan was also responsible for the development and deployment of CAD standards for the ATS department.



Melissa Wakefield, AANB

Architect

+1.506.646.8020 | melissa.wakefield@exp.com

Area(s) of Expertise

- Architecture
- Space Planning
- Programming
- Residential Projects
- Materials & Craft
- Design Detailing

Overview

Melissa is an Architect with strong design instincts and a practical range of professional experience honed during her early career working for some of Canada's most celebrated architects. She is a dedicated professional who takes great care and pride in her projects as evidenced by her attention to detail, craftsmanship and resourcefulness.

Over the course of her career, Melissa has been instrumental in the design, detailing and construction of numerous custom residential projects throughout Central and Eastern Canada. In addition to her hands-on experience with large budget, high-touch residential projects, she has been a key team member for several large-scale projects including heritage renewal and infills, educational facilities, and a multi-million square foot fit-up. Melissa's ability to keep design ideas in focus as they develop from schematic design into working drawings has been a great asset to all her projects.

Project Experience

- Government of Canada Building Fit-up, Phases 3 & 4, Ottawa, Ontario, Canada

As a team member for this multi-phase renovation of the former JDS Uniphase building in Ottawa, Melissa worked with architects and interior designers to develop, design and oversee the renovation of this over 900,000-square foot fit-up project. Heavily involved in the functional planning process and construction of the facilities, Melissa was responsible for implementation of the rigorous programmatic needs of the client including: Public Works and Government Services Canada workplace standards, universal accessibility, secure construction methodologies, and LEED® compliance.

Professional Registrations

- AANB

Education & Training

- Master of Architecture, Carleton University, Azrieli School of Architecture & Urbanism, 2010
- Bachelor of Architectural Studies, Carleton University, Azrieli School of Architecture & Urbanism, 2007

Affiliations & Memberships

- Architects Association of New Brunswick

Languages Spoken

- English

Melissa Wakefield, AANB – Continued

Architect

+1.506.646.8020 | melissa.wakefield@exp.com

- Canadian International Hockey Academy Residence Commons, Ottawa, Ontario, Canada

Constrained by a lean budget and fast track construction schedule, resourcefulness and economy of means became guiding design concepts for the project. As project team member, Melissa was involved with all aspects of the project design and delivery including program development, space planning, consultant coordination, material specification and interior design.

- École Sainte-Thérèse, Moncton, New Brunswick, Canada

As a project team member during schematic design for this school renovation and addition, Melissa led early space planning exercises integrating existing program components such as a gymnasium with current NB Department of Transportation and Infrastructure planning regulations and safe school design guidelines. Melissa also developed a schematic site planning strategy to organize bus layout, parent drop-off, faculty and guest parking, as well as new playgrounds and recreational fields.

- Poolhouse, Hudson, Quebec, Canada

Melissa was brought on to the project during early construction of this multi-million-dollar private facility located on an estate in southwestern Quebec. Melissa worked with the project architect to coordinate specialty pieces of equipment that were late additions to the project and were to be integrated in the compact kitchenette. Melissa designed several interior elements in the poolhouse including a custom vanity that successfully met the client's exacting standards of detail and craft. Melissa was also responsible for the specification of interior fixtures and fittings, meticulously detailing the floor-to-ceiling marble in the change room and shower areas.

Employment History

exp Architects Inc., Architect
Employment: 2017- Present

As Architect, Melissa leads all aspects of project design and development for the Saint John region. In addition to her role in business development – helping position **exp Architects Inc.** as design leaders in Atlantic Canada - Melissa is a mentor to an in-house team of intern architects.

Acre Architects Inc. Architect / Intern Architect
Employment: 2014 – 2017

As a member of the Acre Collective, Melissa oversaw the development and management of drawing sets for its custom residential projects. Additionally, she directed all in-house design detailing and specification writing, mentored intern architects on her team, and coordinated external consultants on her residential projects. Melissa was also heavily involved in the academic research pursuits of the office, completing several research grant proposals during her employment with the Acre.

Melissa Wakefield, AANB – Continued

Architect

+1.506.646.8020 | melissa.wakefield@exp.com

Mackay-Lyons Sweetapple (MLS) Architects, Project Architect / Intern Architect
Employment: 2012 – 2014

Melissa joined Mackay-Lyons Sweetapple Architects as an Intern Architect working exclusively on custom residential projects. Under the mentorship of an associate architect on the team, Melissa honed her design detailing and project management skills, and transitioned to the role of project architect in her second year at the firm. During her time with MLS, Melissa oversaw project development from schematic design into complete construction drawings for several custom house projects, and worked heavily with structural consultants to design and develop custom structural systems for her projects. In addition to her architectural role, Melissa led development of the office's social media platform, as well as a community outreach project.

John Donkin Architect, Intern Architect
Employment: 2012

As an Intern Architect for respected Ottawa architect John Donkin, Melissa was heavily involved in the day-to-day operations of this three-person boutique office. Melissa helped manage resources and scheduling for the office, and acted as the new project liaison for enquiries from potential clients. In addition to her managerial role, Melissa was engaged in numerous components of project design and delivery including: design development, permit and variance applications, OBC SB-12 code compliance and energy modelling, bidding and negotiation, as well as contract administration.

HO+K., Intern Architect
Employment 2010-2012

During her time with H+OK, Melissa worked on several significant government projects, contributing to the fit-up of over one million square feet of office space. Additionally, she was heavily involved in the design of a multi-million-dollar mixed-use residential development, as well as the design and delivery of a new residence commons building.

Architects 4 Inc., Intern Architect (Summer)
Employment: 2010-2012

Over the course of two summers with Architects 4, Melissa became thoroughly engaged in the design of several large-scale projects and urban planning proposals. Her design role included completing preliminary space planning exercises - incorporating client programming needs, as well as regulatory design guidelines – for an elementary school and daycare facility, as well as senior housing developments. Additionally, she worked on schematic façade design and 3D explorations, and prepared artwork, both by hand and digital, for client presentations.



Yves Savoie, P.Eng., B.Eng., CEA™

Mechanical Engineer

+1.506.857.8889 | yves.savoie@exp.com

Area(s) of Expertise

- Mechanical Design
- Facility Condition Assessments
- Energy Modeling
- Energy Efficiency, Energy Auditing/Evaluations

Overview

Yves is a Mechanical Engineer with over 8 years of experience for **exp's** Energy Practice Group in Atlantic Canada, and has experience in the fields of plumbing, HVAC, refrigeration, and control systems. He also has experience in energy evaluations, and has modeled new and existing building for LEED® certification, benchmarking, and identifying energy conservation opportunities.

Yves' responsibilities include field data collection, cost estimating, investigations and studies, mechanical conceptual through detailed designs and specifications, construction services and energy modeling.

Project Experience

- Eel River Bar Health Centre, Eel River Bar First Nation, NB, Canada
Conceptual and detailed design of a new community health centre, including HVAC, plumbing and controls.
- City of Dieppe Fire Station, Dieppe, NB, Canada
Conceptual and detailed design of a new fire station, including HVAC and controls for a new fire station.
- Caledonia Fire Station, Moncton, NB, Canada
Conceptual and detailed design of a new fire station, including HVAC and controls for a new fire station.
- Town of Riverview Operations Centre, Riverview, NB, Canada
Conceptual and detailed mechanical design of a municipal operations centre, including mechanical HVAC, controls, fuel dispensing and biomass heating plant.

Professional Registrations

- Association of Professional Engineers and Geoscientists of New Brunswick (APEGNB)
- Association of Professional Engineers of Nova Scotia (APENS)
- Certified Energy Auditor (AEE)

Education & Training

- Certified Energy Auditor (CEA™), Association of Energy Engineers (AEE), 2012
- Bell & Gosset Little Red Schoolhouse Hydronics Training, 2011
- B.Eng. Mechanical Engineering, Université de Moncton, 2008

Affiliations & Memberships

- American Society of Heating, Refrigerating and Air-conditioning Engineers (ASHRAE) – Associate Member.
- ASHRAE NB-PEI Chapter Secretary, Board of Governors.

Languages Spoken

- English
- French

Yves Savoie, P.Eng. – Continued

Mechanical Engineer

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- **Greater Moncton Sewerage Commission Composting Facility Garage, New Brunswick, Canada**
Conceptual and detailed mechanical design of a new garage for a composting facility, including geothermal design and integration to the client's SCADA control system.
- **Jennings Hall Composter Addition, Mount Allison University, Sackville, New Brunswick, Canada**
Conceptual and detailed design of a building addition for two large food waste composters.
- **Jennings Hall, Mount Allison University, Sackville, New Brunswick, Canada**
Energy Audit and implementation of energy conservation measures, including ventilation and controls retrofits, for the University's main cafeteria.
- **Windsor Hall, Mount Allison University, Sackville, New Brunswick, Canada**
Energy audit of a student residence on campus, and preliminary design on a major renovation.
- **Ralph Pickard Bell Library, Mount Allison University, Sackville, New Brunswick, Canada**
Energy audit and building condition assessment, including capital cost plan for the University's library facility.
- **Sir James Dunn and Campbell Hall, Mount Allison University, Sackville, New Brunswick, Canada**
Maintenance planning program including condition assessment, cost analysis and reports of mechanical systems in higher education facilities.
- **Loblaws – Sackville Saveasy, Sackville, NB, Canada**
Building condition assessment and capital replacement plan of mechanical systems, including plumbing HVAC and life safety systems.
- **Correctional Services Canada (CSC) – Springhill Institution Building 27 Connection to CHP, Nova Scotia, Canada**
Mechanical design and construction services for the integration of a building to the central heating plant, including underground district heating piping, hydronic heating systems, domestic hot water systems, and controls for all mechanical components.
- **Town of Shediac - Festival Arena Phase I Design and Construction Services, New Brunswick, Canada**
Conceptual and detailed design for the replacement of an existing refrigeration plant and upgrades to the existing control systems. Geothermal assessment and Energy Audit were also completed prior to this project.
- **Correctional Services Canada (CSC) - Springhill Institution Oil Tank Replacement, Springhill, Nova Scotia, Canada**
Code review, site review, conceptual and detailed design of mechanical components for a 120,000L storage system, and environmental protection measures for upgrades to an existing oil storage system for a central heating plant.

Yves Savoie, P.Eng. – Continued

Mechanical Engineer

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- Citadel Hill NHSC, Conversion to Natural Gas, Halifax, Nova Scotia, Canada
Review of plans and specifications for the conversion of oil-fired boilers to natural gas, associated gas piping systems, and services during construction.
- Atlantic Forestry Centre RCx, Fredericton NB, Canada
Recommissioning of a 13,571 m² research facility, and implementation of recommended measures, including underground piping replacement, and heat recovery ventilation.
- Facilicorp NB - Regional Health Authorities Master Utility Reduction Plan, New Brunswick, Canada
Site reviews, energy modeling and saving initiatives for 15 major healthcare facilities in New Brunswick.
- Department of Social Development Asset Planning Study, New Brunswick, Canada
The study audited building component condition, life safety, maintenance practices, space allocation, and several energy savings opportunities for 53 nursing homes the Province. **Exp** developed a ratings system and ranked the homes allowing the province to set priorities with the renewal of the Long Term Care infrastructure. Performed mechanical systems audits and assisted in the development of the audit procedures.
- Fortis Properties - Maritime Centre Energy Audit, Halifax, Nova Scotia, Canada
Commercial energy audit for a 730,000 square foot commercial and retail high rise. Benchmarking, energy modeling and identification of energy conservation opportunities.
- County of Annapolis - Municipal Energy Audit, Municipality of the County of Annapolis, Nova Scotia, Canada
Municipal energy audit for 31 facilities including municipal buildings, nursing homes, retail/recreation facilities, water and wastewater treatment plants and pumping stations.
- Bayside Nursing Home, Barrington, Nova Scotia, Canada and Duncan MacMillan Nursing Home, Sheet Harbour, Nova Scotia, Canada
Energy modeling using EE4 software, of a new 40 bed nursing home in Barrington, NS designed to be LEED® certified and to exceed the MNECB requirements, and energy modeling of the addition of a nursing home to an existing hospital in Sheet Harbour, NS, designed to be LEED® certified and to exceed the MNECB requirements.

Employment History

exp, Mechanical Engineer

Employment: June 2008 – Present

Yves presently performs design functions, energy studies, and studies related to mechanical and control systems.

Maple Leaf Consumer Foods, Summer Engineering Student

Employment: May 2007 – August 2007, May 2006 – August 2006



Mitch Gallant

Senior Electrical Engineering Technologist

+1.506.452.9000 | mitch.gallant@exp.com

Area(s) of Expertise

- Healthcare
- Long Term Care
- Commercial
- Institutional
- Defense
- Educational
- Recreational Facilities
- Commissioning

Education

- Electrical Engineering Technology (Industrial Option), New Brunswick Community College, 2007

Languages Spoken

- English

Overview

Mitch is an Electrical Engineering Technologist for **exp's** Mechanical and Electrical Engineering Group in Atlantic Canada. He has been an electrical designer for a wide variety of institutional and commercial projects with expertise falling in the fields of power distribution, lighting, communications, and life safety systems. Job functions include collection of field data, site reviews, electrical conceptual through detail designs, specification writing, commissioning, contract administration, cost estimating and planning.

Project Experience

- Traffic Signal Renewal, Saint John, New Brunswick, Canada
Performed lighting calculations and design for new intersection lighting as well as coordinated power for traffic signals.
- Cutler Avenue Extension, Dartmouth, Nova Scotia, Canada
Performed lighting calculations and design for new road extension including new intersection and coordinated power for traffic signals.
- Kennebecasis Park Elementary School Addition and Renovation, Rothesay, New Brunswick, Canada
Performed detailed design of power, lighting and communications systems for the renovation of an existing two-storey elementary school and the addition of a gymnasium and classrooms.

Mitch Gallant – *Continued*

Senior Electrical Engineering Technologist

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- Bath Elementary and Middle Schools Building Condition Assessments, Bath, New Brunswick, Canada
Performed an assessment of all electrical systems including power distribution, lighting, communications, and life safety systems.
- Dalhousie Regional Correctional Centre, Dalhousie, New Brunswick, Canada
Responsible for the conceptual and detailed design and specifications for power, lighting and communications systems for the new correctional facility for the region.
- TD Bank, Saint John, New Brunswick, Canada
Responsible for the conceptual and detailed design and specifications for power, lighting and communications systems for the new TD bank for the region.
- Chancery Place Fit-Up, Fredericton, New Brunswick, Canada
Commissioned to provide conceptual and detailed design and specifications for the fit-up of power, lighting and communications systems for this newly constructed 6-storey, 16,165 m² office building which was bought by the Province of New Brunswick.
- Minto Town Hall Building Condition Assessment, Minto, New Brunswick, Canada
Performed an assessment of all electrical systems including power distribution, lighting, communications, and life safety systems.
- Lakeview Shopping Complex Building Condition Assessment, Cheezetcook, Nova Scotia, Canada
Performed an assessment of all electrical systems including power distribution, lighting, communications, and life safety systems.
- Fredericton North School Commissioning, Fredericton, New Brunswick, Canada
Responsible for reviewing the final constructed product to determine if the design and construction of the school meets the provincial governments standards as well as all codes and guidelines.
- Lincoln Elementary School Commissioning, Lincoln, New Brunswick, Canada
Responsible for reviewing the final constructed product to determine if the design and construction of the school meets the provincial governments standards as well as all codes and guidelines.
- Habitation Beasejour, Caraquet, New Brunswick, Canada
Responsible for the conceptual and detailed design and specifications for the power, lighting and communications systems for the new 24-unit apartment building for the region.
- Sunbury Shores Art Gallery, Saint Andrews, New Brunswick, Canada
Performed detailed design of power, lighting and communications systems for the project which included renovation of an existing 2-storey art gallery.

Mitch Gallant – *Continued*

Senior Electrical Engineering Technologist

+1.506.452.9000 | mitch.gallant@exp.com

Employment History

exp, Electrical Technologist – Buildings and Industry Practice
Employment: 2015 – Present

Designs electrical systems for new and existing buildings, and also performs building condition assessments.

Tek Consultants Limited, Electrical Technologist
Employment: 2008 – 2014

Functions included electrical design for new and existing buildings.



Mark McCormick, P.Eng.

Senior Structural Engineer

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Area(s) of Expertise

- Healthcare
- Education
- Defense
- Water, Wastewater Treatment Facilities
- Industrial
- Institutional
- Timber Design
- Building Audits/Investigations

Professional Registrations

- P.Eng. – NB, ON, NT & NU

Education & Training

- B.Sc., Civil Engineering, University of New Brunswick, 1982

Affiliations & Memberships

- Association of Professional Engineers and Geoscientists of New Brunswick (APEGNB)
- Professional Engineers Association of Ontario (APEO)
- Northwest Territories and Nunavut Association of Professional Engineers and Geoscientists (NAPEG)
- American Wood Council (AWC)

Languages Spoken

- English

Overview

Mark is a Senior Structural Engineer and Project Manager with extensive experience in all aspects of building structural analysis, design, evaluation, investigation and construction. Building types include healthcare, commercial, institutional, industrial, and wastewater treatment facilities. Mark also has extensive experience in development of project proposals, control of budgets, coordination with design team members, liaison with clients and contractors, and providing technical guidance to junior staff members.

Other responsibilities include supervision of production and review of construction documents for buildings and wastewater projects located throughout Canada, the United States, and internationally.

In addition to extensive design experience with steel and concrete, Mark specializes in structural masonry design and structural timber design, including heavy timber, glulam, and composites.

Project Experience

- Riverview Operations Centre, Riverview, New Brunswick, Canada

The new Operations Centre for Town of Riverview Public Works consists of three separate buildings which include a main building with administration areas, repair garage areas, fleet storage areas, workshops and a truck wash bay (5,230 m² [56,300 ft²] total). In addition to the main building, the site also includes a salt dome (1022 m² [11,000 ft²]), a cold storage building (725 m² [7,800 ft²]) and a fuel island constructed in a greenfield site located off Gunningsville Boulevard.

Carried out conceptual structural design in collaboration with architectural and mechanical disciplines and supervised structural staff during final design and construction.

Mark McCormick, P.Eng. – Continued

Senior Structural Engineer

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- Eel River Bar First Nation – New Health Centre, Eel River Bar, New Brunswick, Canada

The new health centre is a mostly wood framed structure with a dramatic and naturally daylighted entrance. The structure is single-storey with an interior mechanical room positioned within the roof structure. Lead Structural and Design Engineer for the project.

- Caledonia Fire Station, Moncton, New Brunswick, Canada

Lead Structural Engineer for the new 836 m² (9,000 ft²) steel framed fire station. The building has three truck bays as well as a building services mezzanine and a hose tower. Also supervised the structural design team and CAD during final design and through construction.

- Airport Terminal Expansion, Happy Valley-Goose Bay, Newfoundland and Labrador, Canada

Lead Structural Engineer for the 1,003 m² (10,800 ft²) steel framed terminal expansion and supervised the structural design team and CAD from final design through construction.

- Centre for Dependencies Treatment, Zone 4, Edmundston, New Brunswick, Canada

Lead Structural and Design Engineer for the 1,747 m² (18,800 ft²) 12-bed facility. The structure is single-storey, wood framed with steel framed mechanical mezzanine.

- Grand Manan Nursing Home, Grand Manan, New Brunswick, Canada

Lead Structural Engineer for design of the new single-level, wood-framed 2,601 m² (28,000 ft²) facility.

- Fundy Nursing Home Addition, Black's Harbour, New Brunswick, Canada

Lead Structural Engineer for design of the new single-level, wood-framed addition for the existing nursing home. Other responsibilities included coordination with architects and mechanical disciplines.

- New Brunswick Schools Structural Assessments, New Brunswick, Canada

The NB Department of Transportation and Infrastructure (DTI) initiated a program to conduct structural reviews of pre-1980 constructed schools in an effort to ensure safe and healthy learning environments for students, teachers and education support staff. **exp** reviewed a total of 28 schools and focused on immediate life safety structural issues including masonry wall lateral supports, which are critical in seismic events.

- E. John Bliss Water Treatment Plant, 300 Waterloo Row, Fredericton, New Brunswick, Canada

This project represented the largest single water and sewer construction project undertaken by the City of Fredericton in many years. In 2008 **exp** received the City of Fredericton's Development Committee Award for Architecture and Landscape for the project. Structural Design Manager for the steel framed and masonry clad structure.

- Shediac Festival Arena Upgrade, Shediac, New Brunswick, Canada

Lead Structural Engineer and Structural Project Manager for replacement of the arena rink slab, bleacher apron slab, header trench and mechanical room.

Mark McCormick, P.Eng. – Continued

Senior Structural Engineer

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- Single Quarters Accommodations, CFB Gagetown, New Brunswick, Canada

Lead Structural Engineer and Structural Project Manager for the project that functions as a residence for soldiers while attending Canadian Forces combat arms training courses. The 12,572 m² (135,325 ft²) space is a Category Two standard that includes 247 individual rooms each with a double bed, kitchenette, study area, and ensuite washroom complete with shower.

- York Arena Structural Upgrade Study, Fredericton, New Brunswick, Canada

Lead Structural Engineer and Structural Project Manager for structural investigation and study to upgrade the 40-year-old arena facility to the National Building Code of Canada 2005.

- Lady Beaverbrook Arena Renovation, Fredericton, New Brunswick, Canada

Lead Structural Engineer and Structural Project Manager for the renovation of the arena building to bring it up to current National Building Code requirements as well as design of new entrance additions.

- Algonquin Hotel Building Condition Assessment, St. Andrews, New Brunswick, Canada

The intent of this audit was to assess the condition of major components in the main hotel, the powerhouse and the golf course clubhouse. The resort was originally constructed in the 1880's. Performed review of building structures and acted as Structural Project Manager.

- Fredericton Area Arenas and Pools Study, Fredericton, New Brunswick, Canada

The report was commissioned to determine the state of the municipality's recreational facilities to set the groundwork for future planning. It involved condition assessments of four arenas and four pools. The condition of each building's structural components was reviewed as well as code analysis comparison with current building code.

Employment History

exp, Senior Structural Engineer

Employment: 1989 – Present

Duties include project management, developing project proposals, coordination with design team members, control of budgets, liaison with clients and contractors, and providing design and technical guidance on structural components of various projects. Other responsibilities include design and specifications for building structures, evaluation of existing buildings and building failure investigations.

Dan Tingley Consulting, Design Engineer

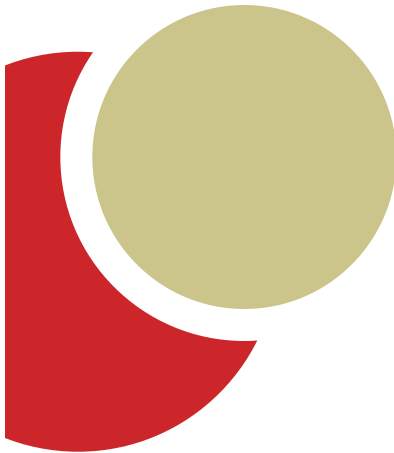
Employment: 1988 – 1989

United Contractors Ltd., Project Engineer

Employment: 1987

Timber Top Trusses Ltd., Plant Engineer

Employment: 1984 – 1987



Ryan Johnson, P.Eng.

Structural Engineer

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Area(s) of Expertise

- Commercial
- Industrial
- Municipal

Overview

Ryan currently works on a wide variety of structural design projects. This experience has included work on buildings and structures constructed from structural steel, concrete, wood, and masonry. His responsibilities include structural analysis, design and detailing design and detailing, foundations, visual structural review, repairs to existing structures, RAM software analysis, STAAD software analysis, shop drawing review, design checking, as well as other construction services. Ryan has an educational background in steel, concrete, wood, and foundation design.

Professional Registrations

- P.Eng. – NB

Education & Training

- B.Sc. (Civil Engineering), University of New Brunswick, 2004

Affiliations & Memberships

- Association of Professional Engineers and Geoscientists of New Brunswick (APEGNB)
- American Concrete Institute (ACI)

Languages Spoken

- English

Project Experience

- Pangnirtung Wastewater Treatment Plant, Pangnirtung, Nunavut, Canada

Structural design of a concrete mat slab foundation for prefabricated steel building.

- Resolute Water/Wastewater Treatment Plant, Resolute Bay, Nunavut, Canada

Review of design notes for steel building extension and mat slab foundation for prefabricated steel building.

- Miramichi Fire Station #1, Miramichi, New Brunswick, Canada

Structural analysis, lateral analysis, design and detailing of a post disaster tilt up concrete building in accordance with the 2005 National Building Code of Canada.

- Province of New Brunswick Pre-1980 Schools Visual Structural Review Inspections, Various Locations, New Brunswick, Canada

Performed visual structural inspections of various schools constructed in the province prior to 1980. Prepared reports of findings from these inspections and issued repairs where required.

Ryan Johnson, P.Eng. – Continued

Structural Engineer

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- University of New Brunswick Boiler Plant Expansion, Fredericton, New Brunswick Canada
Structural analysis, lateral analysis, design and detailing of a 3-storey expansion to the existing boiler plant.
- Proposed Cavendish Farms Plant Expansion, New Annan, Prince Edward Island
Structural analysis, lateral analysis, design and detailing of 2-storey plant expansion. Review and detailing of modifications to original structure to take new lateral loads.
- Juniper Greenhouses, Juniper, New Brunswick, Canada.
Modeling and design check of glulam arch greenhouses. Bottoms of arches were deteriorating due to age and moisture. A work instruction was created to replace the bottom 5 feet of each arch and attach with steel splice plates and pneumatic nails. Instruction was created so that the repairs could be done in-house at the owner's convenience.
- Grant-Harvey Centre, Fredericton, New Brunswick, Canada.
Design of large steel roof trusses, horizontal roof bracing and design check of various items. Determination of loads and structural model creation.
- Edmundston Police Station, Edmundston, New Brunswick, Canada.
Checked design notes for 2-storey post disaster police station and office complex. Performed bi-weekly site observations, reviewed shop drawings and attended job site meetings.
- St. Stephen Garage Facility, St. Stephen, New Brunswick, Canada.
Checked design notes and performed bi-weekly site observations of the 12-bay maintenance facility being constructed.
- New Brunswick Community College Energy Building, Saint John, New Brunswick, Canada.
Multiple site observations, job site meetings, final visual structural review.
- Chatham Bridge, Miramichi, New Brunswick, Canada.
Created and loaded model for load rating analysis. Reviewed original shop drawings and member capacities.
- South-East Correctional Centre, Edmundston, New Brunswick Canada.
Design of and checking of tilt-up concrete wall panels, shop drawing review and site observations.

Ryan Johnson, P.Eng. – Continued

Structural Engineer

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Employment History

exp Services Inc., Intermediate Structural Engineer
Employment: February 2013 – Present

Responsibilities include structural analysis, design and detailing of steel / concrete / masonry / wood structures, foundations, visual structural review, repairs to existing structures, RAM software analysis, STAAD software analysis, shop drawing review, design checking, as well as other construction services.

Eastern Designers & Company Limited, Structural Engineer
Employment: August 2009 – November 2012

Responsibilities included site observation/reporting, job site meetings, communicating with architects/engineers of other disciplines / contractors, owner final structural review, visual structural investigations, design of steel / concrete / masonry / wood structures, concrete tilt-up wall panels, foundations, repairs to existing structures, RAM software analysis, STAAD software analysis, design checking.

Stantec Consulting Inc., EIT
Employment: September 2006 – July 2009

Responsibilities included design of steel/concrete structures, slabs on grade, masonry, foundations, STAAD software analysis, design checking, drawing review



Angus MacKenzie, B.Sc.E., P.Eng.

Civil Engineer

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Area(s) of Expertise

- Water and Wastewater
- Municipal Engineering
- Site Development
- Stormwater Management
- Hydraulics and Hydrology

Overview

Angus is a professional engineer with over 20 years of experience, holding licenses and having practiced in New Brunswick and Ontario.

He has served as designer of civil and municipal infrastructure including: stormwater management facilities, water distribution, waste water collection sewers, storm sewers, highways, roadways, railways and transportation facilities. Angus has also been responsible for design and project management of site development and grading for industrial, residential, commercial and transportation developments.

As Civil Engineering Service Line Lead in the Saint John Branch, Angus is responsible for the coordination of multidisciplinary design teams and implementing the investigation, design, contract document preparation and project management of civil engineering projects. He has managed and/or participated in all stages of design from initial conceptual design, preliminary and detailed design to final completion of a wide variety of infrastructure projects.

Project Experience

Stormwater Management & Site Development

Stormwater Management Facility Design for a variety of ICI developments including:

- Cornwall I-24 Site Design And Site Redevelopment, Cornwall, Ontario
- Commercial Development on Millennium Drive, Quispamsis, New Brunswick
- Site Grading and Servicing Saint John Energy Headquarters, Saint John, New Brunswick, Canada
- O'Neill Farm Subdivision, St. Andrews, New Brunswick, Canada
- Saint John Transit Operations Centre, Saint John, New Brunswick, Canada
- RIM Park, Waterloo, Ontario, Canada
- Toyota MMC Trans-Freight Facility, Cambridge, Ontario, Canada
- Cabot Ford, St. John's, NF
- GO Transit Stations in Pickering, Ajax, Burlington, Mississauga and Newmarket, Ontario, Canada
- Irving Pulp and Paper, Site Stormwater Containment and Management, Saint John, New Brunswick, Canada

Professional Registrations

- P.Eng. – NB and ON

Education & Training

- B.Sc. Eng. (Civil Engineering),
University of New Brunswick, 1992

Affiliations & Memberships

- Association of Professional Engineers & Geoscientists of New Brunswick (APEGNB)
- Professional Engineers Ontario (PEO)

Languages Spoken

- English

Angus MacKenzie, B.Sc.E, P.Eng. – Continued**Civil Engineer**

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Subdivision Design, Wastewater Collection, Water Supply Distribution and Municipal Services

Design, project management, construction inspection and contract administration of water supply and wastewater collection components of various residential and commercial developments including:

- Cambridge Estates Subdivision, Saint John, New Brunswick, Canada
- O' Neill Farm Subdivision, St. Andrews, New Brunswick, Canada
- Foxwood Estates, Quispamsis, New Brunswick, Canada
- Winfield Hills, Quispamsis, New Brunswick, Canada
- Blue Rock Hill Development, Saint John, New Brunswick, Canada
- Fountains at Westgate Subdivision, Saint John, New Brunswick, Canada
- Folkins Subdivision, Saint John, New Brunswick, Canada
- Depot Court Commercial Development, Saint John, New Brunswick, Canada
- Galbraith Court and Alloy Drive, Spruce Lake Industrial Park, Saint John, New Brunswick, Canada

Water and Wastewater

- Meenans Cove Waste Water Treatment Plant, Quispamsis, New Brunswick, Canada
Preliminary and detailed design, construction management.
- Forrester's Cove Waste Water Collection System, Quispamsis, New Brunswick, Canada
Preliminary and detailed design, construction management.
- One Mile Interchange – Municipal Infrastructure Upgrades and Relocation, Saint John, New Brunswick, Canada
Preliminary and detailed design, construction management.
- Rothesay Hillside Water, Rothesay, New Brunswick, Canada
Water reservoir and transmission main. Preliminary and detailed design, construction management.
- Majors Brook Waste Water Collection Pumping Station, Saint John, New Brunswick, Canada
Commercial development included wastewater collection study, design and construction management.
- Pumping Station No.2, New Maryland, New Brunswick, Canada
Wet Well/Dry Well Facility - Detailed design and construction management.
- Ben Lomand Wastewater Treatment Plant, Saint John County, New Brunswick, Canada
Preliminary study and detailed drawings, construction management.

Industrial, Commercial and Institutional

- Saint John Transit Operations Centre, Saint John, New Brunswick, Canada
- Saint John Energy Headquarters, Saint John, New Brunswick, Canada
- Atlantic Wallboard Rail Access, Saint John, New Brunswick, Canada
- Irving Oil Refinery, Refinery Improvements Program, Saint John, New Brunswick, Canada

Hydraulics and Hydrology

- Fredericton Northwest Stormwater Watershed Planning, City of Fredericton, New Brunswick, Canada
- Moncton MIG5, Major Stormwater Improvements Study, City of Moncton, New Brunswick, Canada
- Project Manager and Lead Designer for the Dunnville Dam Fishway, a denil type fishway designed to convey non-jumping species past the Dunville Dam on the Grand River, Dunnville, Ontario, Canada
- Project Manager and Lead Designer for Caledonia Dam Fishway, a denil type fishway designed to convey non-jumping species past the Caledonia Dam on the Grand River, Caledonia, Ontario, Canada
- Review and Remediation Recommendations of various Dams within the Metro Toronto Region Conservation Authority Watersheds including the G. Ross Lord Dam, Stouffville Dam and Black Creek Dam, Ontario, Canada

Angus MacKenzie, B.Sc.E, P.Eng. – *Continued*

Civil Engineer

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Employment History

- **exp** Services Inc., Senior Civil Engineer, Saint John Region
Employment: 2009 – Present
- Hughes Surveys and Consultants Inc | Project Engineering Limited., Senior Civil Engineer, South Western New Brunswick
Employment: 2003 - 2009
- Sze-Straka/MTE85 Consultants Inc. Waterloo, ON, Design-Project Engineer, Civil & Structural Service Lines
Employment: 1999 - 2003
- MIE Marine Consulting Engineers Limited, Toronto, ON, Design Engineer
Employment: 1994 - 1999
- Project Engineering Limited, Municipal Design Engineer
Employment: 1992 - 1994

Appendix B – Project Experience



Multi-Purpose Recreation Building

Rothsay, New Brunswick, NB

Client

Town of Rothsay
John Jarvie
Town Manager
+1.506.848.6600
Charles Jensen
Director of Parks and Recreation
+1.506.848.6606

Timeline

Completed: July, 2012
Project Duration: 2012

Project Phase

- Concept
- Planning
- Design

Services

- Civil
- Structural
- Architectural
- Mechanical
- Electrical

Total Installed Cost

\$25,000,000

Project Manager

Morgan Lanigan

Technical Team

Angus MacKenzie, P.Eng
Mark McCormick P.Eng., B.Sc.CE
Jean-Philippe Foisy, AANB, OAQ, LEED® AP
Colin Turner, AANB, LEED® AP
Robert McNamara, CET, GSC
John T. Davis, B.Sc. ME, P.Eng.
Terry Bryden, B.Sc.EE, EIT



Project Overview

Exp Architects were hired by the Town of Rothsay to develop a master plan and concept design for a new multi-purpose recreation facility located in the centre of the community, incorporating the existing arena building. The purpose of the planning and design exercise was fourfold:

- Develop a comprehensive building program which included a multi-gymnasia field house, elevated running / walking track, fitness centre, indoor rock climbing area, community multi-purpose rooms and a renovated hockey arena, among other spaces.
- Develop two schematic design concepts through an integrated approach consisting of architectural, structural, mechanical, electrical and civil disciplines.
- Test the feasibility of placing this facility on the designated available land adjacent to the existing arena.
- Provide the Town of Rothsay with a report outlining the two possible concept options with associated project schedules to assist the town in their capital investment decisions moving forward.

In addition, **exp** has facilitated presentations with the town council and a public open house.

Shediac Festival Arena

Facility Condition Assessment

Shediac, NB CANADA

Client

Town of Shediac
+1.506.532.7000

Project Phases

- Concept

Services

- Audits
- Energy Efficiency

Size

3,030 m²

Total Fees

\$24,900



Proven Performance

The Town wished to identify areas requiring repair or remediation to correct deficiencies as well as to identify areas where capital spending would be best allocated to ensure the continued operation and sustainability of the facility. To provide the Town with a comprehensive audit of the entire facility, **exp** selected members for the audit team from the following disciplines: Fire Protection/Life Safety, Structural, Architectural, Mechanical and Electrical.

In the report **exp** recommended that repairs and renovations be carried out in all of the major disciplines, with a combined construction cost in the order of \$3,111,500.

The recommendations presented and reviewed by the Town of Shediac included: floor slab replacement, refrigeration plant refurbishment, building envelope renovation, and fire suppression system replacement.

The renovations will be focused on energy conservation.

Nackawic Arena

Arena Structural Audit and Maintenance Garage Design

Nackawic, NB CANADA

Client

Town of Nackawic
William T. MacLean

Project Phase

- Design

Total Fee

\$24,000



Project Overview

Exp was engaged to assess the condition of the Town's arena by conducting a visual inspection and analysis of the structural framing system. **Exp** also provided structural, mechanical and electrical engineering services for the design and preparation of drawings and specifications for a single storey maintenance garage addition to the existing arena. The work was conducted in cooperation with Robert F.M. Phillips Architect Inc.

Exp visually inspected the condition of the arena's structural framing system including roof purlins, wall girts, pre-engineered steel frames, and endwall framing. **Exp** also inspected the existing mechanical and electrical systems in order to design the necessary upgrades for the maintenance garage addition. **Exp** prepared cost estimates for repairs to the existing arena based on the results of our visual inspection and structural analysis.

Fredericton Arena & Outdoor Pool Study

Fredericton, NB CANADA

Client

City of Fredericton
Chris McPherson
+1.506.460.2071

Project Phase

- Concept
- Planning
- Design
- Operation

Total Fee

\$100,000



Project Overview

Exp was awarded the contract to conduct a complete building audit and code review of all city community arenas and outdoor pools in order to plan the necessary upgrades, repairs and replacements of the 4 arenas and 6 outdoor pools in the City of Fredericton.

Our team engaged the City of Fredericton technical staff throughout the comprehensive engagement process. The scope of work included the compilation of condition audit information pertaining to all architectural, structural, mechanical, electrical and life safety building systems. Recommendations were made based on life expectancy and anticipated costs to renovate or replace facilities.

York Arena Structural Analysis

Fredericton, NB CANADA

Client

City of Fredericton
Tony Hay
+1.506.460.2020

Project Phase

- Site Assessment
- Structural Analysis
- Report

Total Fee

\$41,000



Project Overview

Exp was responsible for the structural analysis of York Arena in Fredericton, NB. Work included the analysis of structure relative to the 2005 National Building Code. Review site, organize drawings and reports, analyze structure, make recommendations, and prioritize repairs.

Services included; visual assessment of structure; review of structure original construction drawings; completed structural analysis to determine compliance with current building code; and Submitted report documenting results of visual assessment, structural analysis along with recommended actions and preliminary budget for upgrade.



70 Hampton Road
Rothesay, NB
E2E 5L5 Canada

**Rothesay Council
July 10, 2017**

TO: Mayor Grant and Members of Rothesay Council

SUBMITTED BY:



John Jarvie, Town Manager

DATE: 7 July 2017

SUBJECT: Jazz Festival Sponsorship Vehicles

RECOMMENDATION REPORT

Staff recommend that Council accept the findings of this report and further recommend that no decision or action be made by Council on this delegation.

ORIGIN

On June 12 2017 Council passed a Motion as follows:

MOVED by Counc. Lewis and seconded by Counc. Brennan a By-law review be completed with respect to parking on Town owned lands and recommendations be forwarded to Council.

BACKGROUND

In 2014 Rothesay Council amended the Signage By-law for the purpose of accommodating signs erected on a temporary basis to advertise the specific activity or event of a not-for-profit organization or community group.. The by-law defines a community group as follows:

"COMMUNITY GROUP means the activities of an association of residents or individuals who are typically unpaid and voluntary providing a community service that is ordinarily performed in connection with an institutional use such as a church, school, hospital or museum and provided that such activities are non-commercial in nature and related to a non-profit community event."

Staff do not believe that the Jazz Festival or the sponsorship vehicles meet the requirements of a community group as the activities are commercial in nature and not related to a non-profit community event. Furthermore, Staff recognize that Council has previously expressed concern that businesses are not being permitted to show logoed vehicles at or during special events or at retail outlets for periods greater than 48 hours.

The signage by-law was specifically amended to allow for greater flexibility for signs on vehicles by providing a 30 day exemption¹ for any new model year motor vehicle with Dealer Plates, carrying a sign, which is placed primarily

¹Notwithstanding Section 9.2 (k), any new motor vehicle of the current model year and issued or eligible for a Dealer Plate in accordance with the Motor Vehicle Act, carrying a sign, which is placed primarily for advertising the

for advertising the activities of or for lottery on behalf of a NOT FOR PROFIT ORGANIZATION parked on a commercially designated property. The Jazz Festival and its sponsors are entitled to this exemption if they provide documentation that the event is a incorporated not-for-profit company under the Companies Act of New Brunswick or a registered charity that is constituted federally or provincially. If the Jazz Festival was a registered charity it would be possible to allow the sponsorship vehicles on commercial properties throughout the Town for a period of 30 days.

Notwithstanding, the by-law restrictions Staff note that PAC did make special accommodation for the Jazz Festival and its sponsorship vehicles on the Vito property which would otherwise restrict the vehicles completely. Rothesay's By-law approach is specifically targeted to exempting the activities of charities that run new vehicle ticket raffles or related promotions. The relationship between a bona fide charity and commercial car dealer is seen as an appropriate compromise where the benefit of that relationship serves the public interest. Conversely Staff believe that Council did not intend to accommodate commercial businesses that wish to use signage on vehicles for the purpose of advertising or promotions of a strictly commercial nature unconnected to a not for profit organization.

Public Road Right of Way

The location of a community event usually occurs at a third party facility or on land not owned by the organization. Accordingly, many of the temporary signage requests are made for locations within the public road right of way or on public land. Access to public land and the road right-of-way (ROW) for the purposes of community event sign is outside the regulatory scope of the Sign By-law and has potential traffic safety concerns and liability. Understanding, that the Town currently does not permit community or commercial signage within the public ROW the Director of Operations maintains that the Town should continue to discourage temporary signage within the Town's road right-of-ways. Accordingly, requests to place temporary signs on road ROWs would require a separate process of review and authorization from the Director of Operations.

Furthermore, the parking of vehicles in the Town street right of way is regulated by the Traffic By-law 3-03 and of specific application is Part 13 the STOPPING, STANDING, OR PARKING OF A VEHICLE which states that "No Person shall stop, stand or park a vehicle on any highway within the Town not designated as a provincial highway except in accordance with this By-law and no person shall stop, stand or park a vehicle on any street or portions thereof:

- i. having a measured width between curbs of less than 6.5 meters;

This section has relevance to the Jazz Festival in that:

Hampton Road is designated as a provincial highway and is excepted in accordance with this By-law; and Alliance Drive has a measured width less than 6.5 meters.

Lastly staff would draw attention to the requirement that restricts the placement of vehicles for the purpose of display for offer of sale², which clearly is the purpose of the sponsorship vehicles as the vehicles are, as Director White points out, not related to registered charity.



Report Prepared by: Brian L. White, MCIP
Director of Planning & Development Services



Report Reviewed by: Brett McLean
Director of Operations

activities of and for lottery on behalf of a NOT FOR PROFIT ORGANIZATION which is parked in the same location, on a commercially designated property, for a period not exceeding thirty (30) days.

² 49. No person shall place or park on any street, at any time, a motor vehicle for the purpose of sale, or display for offer of sale and if a traffic officer or person designated by Council orders the vehicle removed, the owner of the vehicle shall be liable for the cost of removal, towing and storage of the vehicle.