

Town of Rothesay

Land Acknowledgement

We would like to respectfully acknowledge that our town of Rothesay exists on the traditional lands of the Wolastoqiyik / Maliseet and Mi'Kmaq whose ancestors, along with the Passamaquoddy / Peskotomuhkati Tribes / Nations signed Peace and friendship Treaties with the British Crown in the 1700s.

We respectfully acknowledge that The United Nations Declaration of the Rights of Indigenous Peoples (UNDRIP) was adopted by the United Nations on September 13, 2007 and enshrined in law in Canada by Parliament on June 21, 2021 as Bill C-15.

We respectfully endorse the Calls to Action of the Truth and Reconciliation Commission of 2015 as it applies to our Municipal Government of the town of Rothesay.

- presented by the Honourable Graydon Nicholas
September 13th, 2021



ROTHESAY

COUNCIL MEETING

By Webex Videoconference

Monday, December 13, 2021

7:00 p.m.



Public access to the livestream will be available online:

<https://www.youtube.com/user/RothesayNB>

Rothesay Land Acknowledgement

Deputy Mayor Alexander

1. APPROVAL OF AGENDA

2. APPROVAL OF MINUTES

Regular Meeting	8 November 2021
Public Hearing	15 November 2021
Special Meeting	15 November 2021

➤ Business Arising from Minutes

3. OPENING REMARKS OF COUNCIL

3.1 Declaration of Conflict of Interest

4. DELEGATIONS

- 4.1 **Deer Management Program Update** Joe Kennedy, Provincial Biologist
Receive for information

5. CORRESPONDENCE FOR ACTION

- 5.1 25 November 2021 Email from resident RE: Street safety in Rothesay (Rothesay Road)

Refer to the Works and Utilities Committee

- 5.2 6 December 2021 Letter from the Fundy Regional Service Commission RE: Debt Application

Provide comments to Mayor before January 24, 2022

- 5.3 8 December 2021 January is Alzheimer's Awareness Month

Promote on social media

6. CORRESPONDENCE - FOR INFORMATION

- 6.1 17 November 2021 Thank you from St. Joseph's Hospital Foundation

- 6.2 22 November 2021 Thank you from Alzheimer's Society

- 6.3.1 20 November 2021 Letter from Acting Minister Donaghy RE: Local Governance Reform

- 6.3.2 30 November 2021 Local Governance Reform – Saint John's Initial Response to the White Paper

- 6.3.3 10 December 2021 Union of Municipalities of New Brunswick (UMNB) Press Release

7 December 2021 UMNB letter to Minister Allain

- 6.4 24 September 2021 Letter from CN RE: CN in Your Community 2021 Report (*full report Rec'd 2021Dec8 available at Town Hall*)

7. REPORTS

7.0 December 2021 Report from Closed Session

- K.W.S Water System Ltd. Agreement (B. Cosman)

- Kennebecasis Regional Police Agreement

- 7.1 25 October 2021 Fundy Regional Service Commission (FRSC) Meeting Minutes

ROTHESAY

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Regular Council Meeting

Agenda

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13 December 2021

- 7.2 20 October 2021 Kennebecasis Public Library (KPL) Board Meeting Minutes
- 7.3 13 October 2021 Kennebecasis Valley Fire Department (KVFD) Board Meeting Minutes
- 31 August 2021 KVFD Statement of Expense with Budget Variance
- 6 October 2021 Memorandum from Fire Chief RE: 2022 Operating Budget Adjustments
- 13 October 2021 KVFD Fire Chief's Report
- 30 September 2021 KVFD Response Report
- 9 December 2021 KVFD 2022 Meeting Dates
- 7.4 31 October 2021 Draft unaudited Rothesay General Fund Financial Statements
- 31 October 2021 Draft unaudited Rothesay Utility Fund Financial Statements
- 10 November 2021 Draft Finance Committee Meeting Minutes
 - KV Food Bank
- 26 November 2021 Draft Finance Committee Meeting Minutes
 - Revised Gas Tax Plan
- 31 October 2021 Donation Summary
- 7.5 16 November 2021 Draft Age Friendly Advisory Committee Meeting Minutes
- 7.6 17 November 2021 Draft Works and Utilities Committee Meeting Minutes
- 7.7 6 December 2021 Draft Planning Advisory Committee Meeting Minutes
 - Holland Drive PIDs 00056614, 00065094, 00056598 (*see item 9.1*)
- 7.8 November 2021 Monthly Building Permit Report
- 7.9 9 December 2021 Capital Projects Summary

8. UNFINISHED BUSINESS

TABLED ITEMS

8.1 Wiljac Street Reconstruction and Extension – Design (Tabled March 2019)

No action at this time

8.2 Strong Court Sidewalk – Anglophone South School District (Tabled April 2021)

No action at this time

8.3 Rothesay Arena Open House (Tabled September 2021)

No action at this time

9. NEW BUSINESS

9.1 BUSINESS ARISING FROM PUBLIC HEARING NOVEMBER 15, 2021

Holland Hills Development – Rezoning (PIDs 00056614, 00065094, 00056598)

8 December 2021 Memorandum from Town Clerk Banks

8 December 2021 Recommendation from Planning Advisory Committee
By-law 2-10-29

DRAFT Development Agreement

FINANCE

9.2 2022 Capital Budgets

9 December 2021 Memorandum from Town Manager Jarvie

9 December 2021 Memorandum from Treasurer MacDonald RE: Motions

ROTHESAY

Regular Council Meeting

Agenda

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13 December 2021

Utility Fund

Highlights

2022

Utility Capital Fund Budget

Master Utility Capital Budget

General Fund

Highlights

2022

General Capital Fund Budget

Master General Capital Budget

9.3 Reserve Motions 2021

9.3.1 General Fund

7 December 2021

Memorandum from Treasurer MacDonald

9.3.2 Utility Fund

7 December 2021

Memorandum from Treasurer MacDonald

9.4 Insurance Coverage

7 December 2021

Memorandum from Treasurer MacDonald

ADMINISTRATION

9.5 Procedural By-law 2-14, Schedule B amendment *Climate Change Adaptation Committee*

3 December 2021

Memorandum from Town Clerk Banks

REVISED

Procedural By-law 2-14 Schedule B – Standing Committees

9.6 Committee Appointments

7 December 2021

Memorandum from Nominating Committee

23 November 2021

Letter from Harbour Station Commission RE: Rothesay representative

9.7 Appointment of Emergency Operations Director

10 December 2021

Memorandum from Town Manager Jarvie with attachments

OPERATIONS

9.8 Contract S-2021-010: Turnbull Court Sewer Phase II

8 December 2021

Report prepared by DO McLean

COUNCIL REQUESTS

9.9 Rothesay Arena Bleachers

9 December 2021

Email from Counc. Boyle with photographs

10. NEXT MEETING

Regular meeting

Monday, January 10, 2022

11. ADJOURNMENT

2021 Rothesay Nuisance Deer Management Assistance Program

- 16 landowners were approved to receive permits, 4 fewer than last year.
- In total, 78 permits were offered to landowners.
- 56 permits were picked up by hunters.
- A total of 21 deer were harvested under nuisance permits within the town of Rothesay, 51% less than in 2020.
- Covid lockdowns may have reduced hunter movement this year, affecting hunter effort.

ROTHESAY NUISANCE DEER MANAGEMENT PROGRAM (NDMAP)

YEAR	TOWN	PROPERTIES	PERMITS	HUNTERS	DEER	Hunter Success Rate
2015	Rothestay	6	19	18	8	44%
2016	Rothestay	9	31	24	10	42%
2017	Rothestay	21	70	43	22	51%
2018	Rothestay	14	71	49	23	47%
2019	Rothestay	21	85	58	23	40%
2020	Rothestay	20	105	90	43	48%
2021	Rothestay	16	78	56	21	38%

KV TOWNS NUISANCE DEER MANAGEMENT PROGRAM

Year	APPS	APPROVED PROPERTIES	PERMITS	HUNTERS	NDMAP DEER	Roadkill Females	Females Removed
2014	111	58	265	187	103	80	183
2015	78	66	264	224	95	73	168
2016	75	56	199	147	69	58	127
2017	94	82	331	223	138	83	221
2018	79	71	334	229	101	84	185
2019	84	78	368	290	130	85	215
2020	73	74	378	284	125	73	198
2021	77	77	370	260	91	75	166

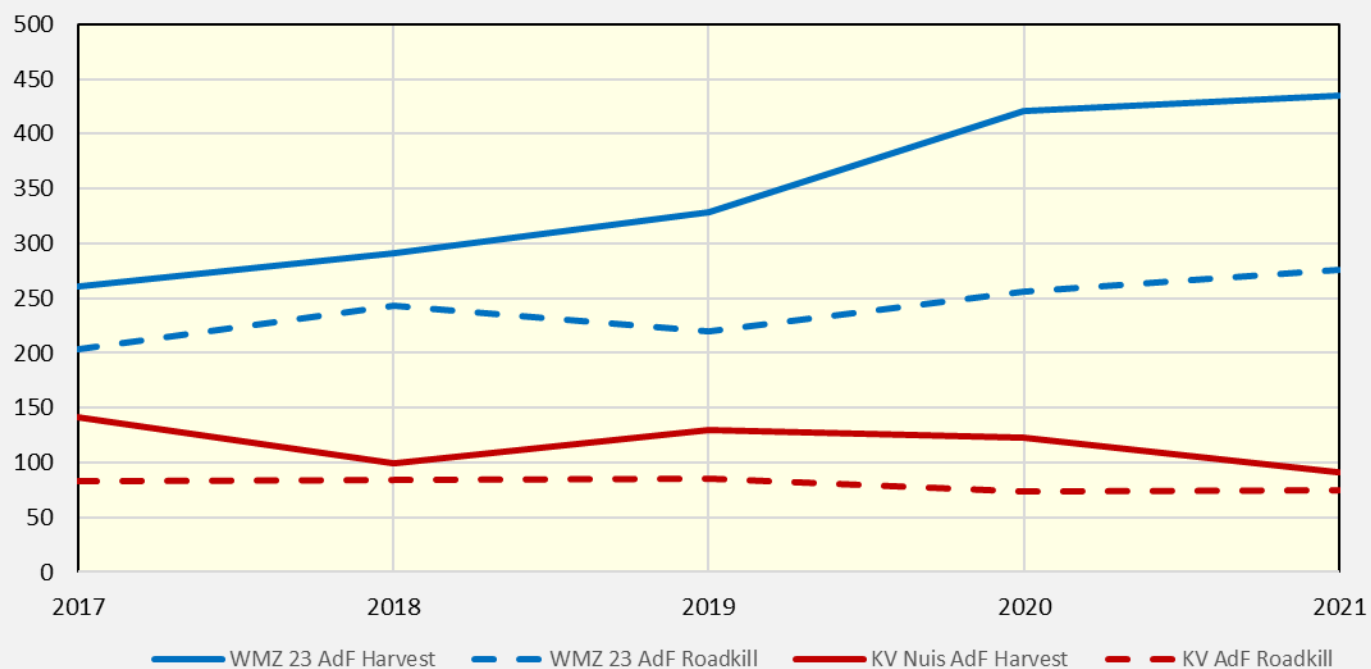
- * Success is defined as when landowners experience fewer nuisance deer problems.
- * Of an estimated 1700 deer within the KV Towns, 45% are adult females (800).
- * Goal is to remove >25% of adult female deer (200)

KENNEBECASIS VALLEY DEER HERD VERSUS WMZ 23

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YEAR	KV Nuis AdF Harvest	% Diff	KV AdF Roadkill	% Diff	WMZ 23 AdF Harvest	% Diff	WMZ 23 AdF Roadkill	% Diff
2016	69	-27%	58	-21%	183	-9%	173	-21%
2017	141	104%	83	43%	261	43%	203	17%
2018	99	-30%	84	1%	291	11%	243	20%
2019	130	31%	85	1%	328	13%	220	-9%
2020	123	-5%	73	-14%	421	28%	256	16%
2021	91	-26%	75	3%	435	3%	276	8%

KENNEBECASIS VALLEY DEER HERD VERSUS WMZ 23



- KV Harvest fairly stable ~100
- KV Roadkills slightly declining
- Surrounding area harvest inc 140%
- Surrounding area roadkill inc 60%

Liz Hazlett

From: Mary Jane Banks
Sent: November 26, 2021 9:32 AM
To: Liz Hazlett
Subject: FW: Street safety in Rothesay

From: Tiffany Mackay French <TiffanyMackayFrench@rothesay.ca>
Sent: November 25, 2021 9:00 PM
To: John Jarvie <JohnJarvie@rothesay.ca>; Mary Jane Banks <MaryJaneBanks@rothesay.ca>; Nancy Grant <NancyGrant@rothesay.ca>; Matthew Alexander <MatthewAlexander@rothesay.ca>; Bill McGuire <BillMcGuire@rothesay.ca>; Helen Boyle <helenboyle@rothesay.ca>; Dave Brown <davebrown@rothesay.ca>; Peter Lewis <PeterLewis@rothesay.ca>; Don Shea <DonShea@rothesay.ca>
Subject: Fwd: Street safety in Rothesay

Good evening,

Could I please ask that this email be added to the December council kit to be discussed?

Thank you,

Tiffany

Get [Outlook for iOS](#)

From:
Sent: Thursday, November 25, 2021 8:54 PM
To: tiffanymackayfrench@rothesay.ca
Subject: Street safety in Rothesay

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Good evening Tiffany:

Thank you for taking my call this week. To recap, I would like to express some concerns related to safety in Rothesay - specifically: Rothesay Road.

Last Friday evening around 5pm, I was crossing Rothesay Road with my 2.5 year old daughter and my dog. There were cars coming from both directions. When I saw a window to cross, I did so acknowledging that one of the cars was far away enough to slow down in time for our crossing. However, this car did not slow down and almost ran us over. The driver was not going at the speed limit of 50km/hr. When he passed us, he honked and yelled out: "you're jaywalking". My assumption is this driver is not from the neighborhood because if he was - he would know we were crossing to enter our private driveway.

I think the issues with safety on Rothesay Road are related to the following:

1. Lack of sidewalks on both sides of the street (there are two crosswalks near our home: 3108 Rothesay Rd) but

crosswalks don't work if there aren't sidewalks to continue on

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2. Limited lighting on the street in the evenings (vehicles can't see pedestrians)

3. There are no traffic lights or insufficient stop signs on Rothesay Road lending the street to becoming a frequented uninterrupted thoroughfare (often as busy in the day as the evening with cars and trucks driving beyond speed limits).

My concerns are shared with other neighbours on Rothesay Rd. We mutually worry about present and the future when we aren't with our children and they cross this busy Road.

Thank you for sharing this with Rothesay town hall and look forward to chatting with you again on this subject.



**Fundy Regional
Service Commission**

Commission de Services
Régionaux de Fundy

PO Box / CP 3032, Grand Bay-Westfield, NB E5K 4V3

T. 506 738-1212 • F. 506 738-1207

hotline@fundyrecycles.com

December 6, 2021

Mary Jane Banks, Town Clerk
Town of Rothesay
70 Hampton Road
Rothesay NB
E2E 5L5



Dear Ms. Banks:

At the meeting of the Board of the Fundy Regional Service Commission held November 22, 2021 the following motion was adopted:

Be it resolved that, in accordance with Section 28 of the Regional Service Delivery Act, the Fundy Regional Service Commission intends to submit an application to the Municipal Capital Borrowing Board (MCBB) for authorization to borrow for a capital expense for the following purpose, amount and term:

Purpose: Solid Waste Services (Environmental Health)

Amount: \$ 1,300,000

Term: \$ 1,300,000 for a term not to exceed 5 years

As per the Act, we are sending written notice of the vote, proposed borrowing, budget projections and the impact on future rates to all members that are local governments and to the Minister at least 45 days before the vote to be held by members on or about January 24, 2022. Attached you will find the budget projections and budget impacts for the capital purchase. According to the Act, approval for borrowing from the MCBB must occur before any commitments are made that will utilize these funds.

Solid Waste Services

The purpose of the borrowing is for replacement of the landfill compactor. This key piece of equipment is used to maximize density of garbage into the landfill to achieve and exceed landfill life projections. The current unit was originally purchased in December 2010 and rebuilt in April 2016. The purchase has been approved within the 2022 Regional Service Commission budget. Projections include approved and expected long term borrowing for Cell #9 and the landfill compactor.

If you require any further information or have any questions, please do not hesitate to contact me.

Sincerely,

Marc MacLeod
Executive Director/General Manager

FUNDY REGIONAL SERVICE COMMISSION			GENERAL FUND: DEBT PROFILE & BUDGET PROJECTIONS			
Prepared By	Mark Porter		Variables		Projections	
Hearing Date:	14-Mar-22		INTEREST RATE		5.00%	
			TONNAGE		0.00%	
			EXPENDITURES		2.00%	
			REVENUES		2.00%	
('000)	ACTUAL	BUDGET	**** PROJECTIONS ****			
	2020	2022	2023	2024	2025	2026
REVENUE						
TIPPING FEES (Regular)	\$7,212	\$7,621	\$8,298	\$8,552	\$8,679	\$8,940
GRANTS	\$31	\$0	\$0	\$0	\$0	\$0
RECYCLING REVENUES (including the Blue Boxes)	\$366	\$259	264	269	275	280
SURPLUS 2ND PREV YR	\$292	\$446				
OTHER	\$640	\$579	591	602	614	627
TOTAL REVENUE	\$8,541	\$8,905	\$9,153	\$9,424	\$9,568	\$9,847
EXPENDITURE						
DEBT COST	692	843	1,288	1,455	1,495	1,637
TIPPING FEES	2,157	2,107	2,149	2,192	2,236	2,281
CAPITAL FROM BUDGET	200	516	565	525	480	465
TRANSFER TO RESERVE FUND	225	25	25	25	25	25
ADMINISTRATION AND SALARIES	3,774	4,315	4,131	4,213	4,298	4,384
FEASABILITY STUDY		-	-	-	-	-
RECYCLING COSTS	689	810	826	843	860	877
SMRF	160	165	168	172	175	179
WASTE COLLECTION COSTS	198	124	-	-	-	-
DEFICIT 2ND PREVIOUS YEAR		\$0	\$0			
TOTAL EXPENDITURE	\$8,095	\$8,905	\$9,153	\$9,424	\$9,568	\$9,847
SURPLUS (DEFICIT)	\$446	\$0	\$0	\$0	\$0	\$0
TONNES DEPOSITED (Regular)	66,977	67,442	67,500	67,500	67,500	67,500
RATE PER TONNE (Regular)	\$108	\$113	123	127	129	132
DEBT COST PROJECTION						
	2020	2022	2023	2024	2025	2026
PRESENT DEBT SERVICE COST	\$692	\$715	\$0	\$0	\$0	\$0
INTERIM FINANCING & OTHER CHARGES	0	128	13	3	4	96
<u>YEAR</u> <u>RATE</u> <u>TERM</u> <u>AMT</u>						
O/S AUTHORITY						
MO21-0004	2022	5.00%	4	\$3,459		
					975	975
PLANNED BORROWING						
Application	2022	5.00%	5	\$1,300		
					300	300
PLANNED BORROWING	2023	5.00%	4	\$625		
					176	176
PLANNED BORROWING	2024	5.00%	4	\$140		
					39	39
PLANNED BORROWING	2025	5.00%	4	\$175		
						49
PLANNED BORROWING	2026	5.00%	4	\$4,817		
TOTAL DEBT SERVICE COST	\$692	\$843	\$1,288	\$1,455	\$1,495	\$1,637
DEBT RATIOS						
	2020	2022	2023	2024	2025	2026
DEBT COST/GROSS EXP.	8.5%	9.5%	14.1%	15.4%	15.6%	16.6%
OUTSTANDING DEBT	\$1,346	\$5,439	\$4,746	\$4,160	\$3,589	\$7,636
EFFECT DEBT COST ON:						
TIPPING FEES	\$ 10.33	\$ 12.50	\$ 19.09	\$ 21.55	\$ 22.15	\$ 24.25
TIPPING FEES (NEW BORROWING '21)			\$ 18.90			
TIPPING FEES (NEW BORROWING '22)				\$ 2.61		
TIPPING FEES (NEW BORROWING '23)					\$ 0.58	
TIPPING FEES (NEW BORROWING '24)						\$ 0.73
This analysis represents the Commission's budget projections and the impact of future borrowing from 2022 to 2025. Commission members are aware of this information and have been fully advised of the impact of this borrowing on the current tipping fees, debt service cost ratio and total outstanding debt.						
Date			Chief Financial Officer			

Liz Hazlett

From: Liz Hazlett
Sent: December 9, 2021 9:13 AM
To: Liz Hazlett
Subject: FW: January is Alzheimer's Awareness Month

From: Jess Baxter <communications@alzheimernb.ca>
Sent: December 8, 2021 3:04 PM
To: Jess Baxter <communications@alzheimernb.ca>
Subject: January is Alzheimer's Awareness Month

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Hello there,

I hope this message finds you well!

I am reaching out today about Alzheimer's Awareness Month, which is coming up very soon! In January, the Alzheimer Society will be running a campaign to inform New Brunswickers on the supports to available help them after receiving a diagnosis of dementia, and to let them know that they are not alone on this journey. So many New Brunswickers are facing this disease with little to no support because they don't know where to start or who to turn to.

We would like to invite you to participate in this year's campaign by amplifying our message so we can connect even more New Brunswickers with support. **There are several ways you can get involved:**

- Follow us on social media (@AlzheimerNB) and to share our posts during the month of January or create your own posts. Be sure to tag us so we can see your posts!
- Share information about Alzheimer's disease and other dementias in your newsletter
- Visit our website to learn more about Alzheimer's disease and other forms of dementia, and how you can support those living with the disease in your community.

We are currently preparing a bilingual toolkit with key messages, graphics, and sample social media posts. If you would like to receive this toolkit, please let us know and we would be happy to share it with you once we launch the campaign.

We hope you will help share our message of hope as we work to make our community brighter and more inclusive for those living with Alzheimer's disease and other dementias.

Sincerely,

Jess



Jess Baxter

Marketing & Communications Coordinator

Alzheimer Society of New Brunswick

(506) 501-0674 | 1-800-664-8411

www.alzheimer.ca/nb

Alzheimer Society

QUEST FOR KINDNESS

REGISTER NOW:

[JoinTheQuest.ca](https://www.jointhequest.ca)

St. Joseph's Hospital
Foundation



La Fondation
De L'Hôpital St. Joseph

November 17, 2021



Town of Rothesay
Mr. Doug MacDonald
70 Hampton Road
Rothesay, NB E2E 5L5

Dear Mr. MacDonald:

Thank you for your generous gift to our Care & Comfort Campaign for St. Joseph's Hospital's Health and Aging Program. The fact that you have chosen us to receive your gift fills us with pride in our work, and a renewed commitment to our mission.

Your support of our Care & Comfort Campaign will improve the lives of countless senior patients in our community. The new furnishings represent far more than something to sit on or an overhead cost, but an important piece of the healthcare puzzle. Investing in new furnishings will provide comfort, safety and relaxation that helps facilitate the healing process.

I think you'll agree that our senior patients deserve the most comfortable care possible. They are dedicated members of our community; many are volunteers, donors, parents, grandparents and so much more. Together, we can ensure that our most senior patients receive the care and comfort they deserve.

You play a major role in making our purpose a reality and I thank you again for making the gift of comfort and for sending love to our most vulnerable patients.

Sincerely,

Laurie A. Flood
Executive Director
St. Joseph's Hospital Foundation

*I thank you for your
continued support.*

Mayor + Council,
Town of Rothesay

2021December13OpenSessionFINAL_036

A huge thank you for your generous contribution to our 'socks' fundraising campaign. The Town of Rothesay has been an outstanding community partner and we appreciate your continued support.

Best regards,

Cathleen
Saint John Office

2021December13OpenSessionFINAL_037



Nov. 20, 2021

Letter to NB Mayors and Administrators

Subject: Local Governance Reform

Good morning:

On Thursday, November 18th, the Department of Environment and Local Government was pleased to release our White Paper: "Working together for vibrant and sustainable communities". It provides a comprehensive roadmap for the major work that will need to be done over the next several years to ensure that New Brunswick will have strong and sustainable communities in the future.

As local governance representatives, you play an important role in this initiative, and we value your continued feedback. I encourage you to read the White Paper and to share it with your colleagues and others in your communities.

The paper can be found at: [WhitePaper-EN-Web.pdf \(gnb.ca\)](#)

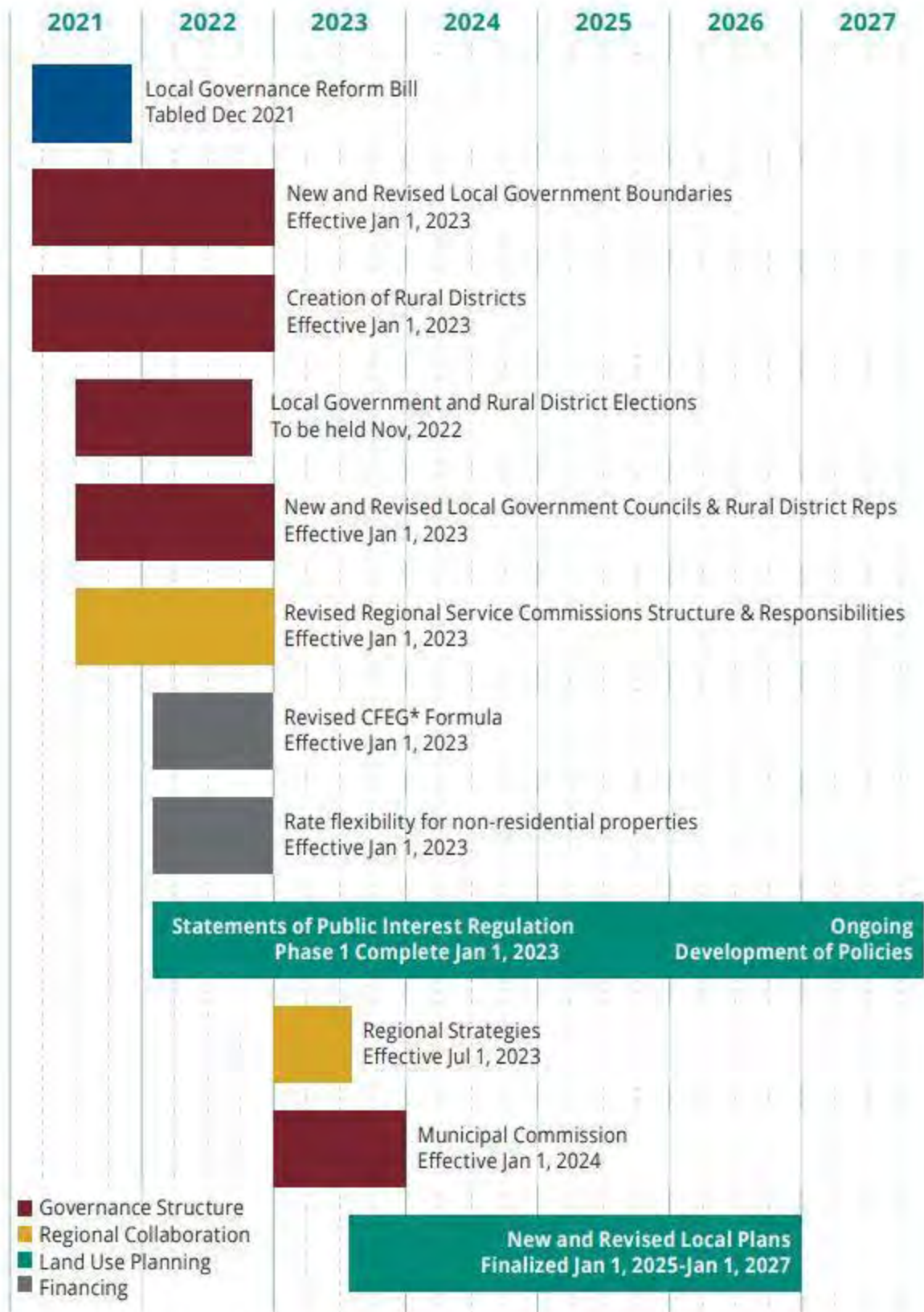
The next steps include a piece of legislation that will have additional details and it is to be tabled in the Legislature in December. Additionally, the transition is slated to begin in January where transition teams will work with you throughout the calendar year.

I recognize that there are questions and to that end, please do not hesitate to contact me directly at 453-3256. I have included our timeline and three frequently asked questions with answers below.

Sincerely,

(Original signed by)

Ryan Donaghy
Acting Deputy Minister
Local Government and Local Governance Reform



*Community Funding and Equalization Grant

Frequently asked questions

1. Will existing staff retain their jobs?

A: While their work function may change, one of the guiding principles that will be given to the transition team is to do everything reasonable to ensure existing staff have a role within the organization. In the exceptional circumstances that is not possible, the next principle would be to try and do so through attrition. Job loss will be a last resort.

2. Will the new entity have wards as part of council?

A: The composition (how many councilors) and what the ward boundaries will be (there may be exceptional circumstances where the local leaders prefer an at-large structure which would be considered) are part of the first tasks the transition team will need to undertake.

3. How will the local government's name be selected?

A: A recommendation to Cabinet for a legal name is required in the first half of 2022. The transition team will work with local leaders, through an advisory committee, to establish the name. Whether the local government chooses an alternate name to promote their new entity will be up to the council that will take office in 2023.



The City of Saint John

November 30, 2021

The Honourable Minister Daniel Allain
P.O. Box 6000
Fredericton, NB
E3B 5H1

Local Governance Reform – Saint John’s Initial Response to the White Paper

EXECUTIVE SUMMARY

We commend and thank the Government of New Brunswick for the release of “*Working together for vibrant and sustainable communities*” White Paper. This is a significant accomplishment that will help propel our Province forward. We see many benefits to the actions identified within the reform and will seek every opportunity to support the provincial efforts for this transformative change.

Our renewed energy and optimism are tempered by some concern, as key areas of the reform related to cities as urban centres and engines for growth require either a greater focus, further clarification, or immediate action. As we move forward, we hope to see some additional concrete initiatives that accelerate growth in our cities. We also need to secure our provincial and federal funding since cities should not have to shoulder the costs of reform in the rural areas. We request more information to support the value of enhancing of the regional service commissions as outlined in the White Paper; and how the associated risks will be mitigated. Finally, we are disappointed in the delays to comprehensive property tax reform.

We know that strong cities lead to strong provinces. As one of the three largest cities in New Brunswick, with a sharp focus on growth, we stand ready as partners to work towards our shared success and prosperity. Eyes are on New Brunswick. Our future is bright.

Dear Minister Allain,

First off, well done! On behalf of Saint John Common Council, I congratulate and commend you on the clear and focused leadership demonstrated within The White Paper: *"Working together for vibrant and sustainable communities."* We recognize that this is, as the culmination of a year's effort and decades of research, an incredibly positive step forward for the Province. To witness our provincial government taking on the challenge of major transformative change merits recognition and thanks. The last significant local governance reform was more than half a century ago. The world has changed several times since then. As one of the three largest communities in New Brunswick, we stand ready as partners to work together towards our mutual success.

In the spirit of partnership, Common Council has identified many opportunities within the White Paper, as well as some areas of concern. Our comments are preliminary as there are still many unanswered questions – questions that we are confident can be answered over time as we work together towards implementation.

Our letter outlines key general observations, elements relating directly to Saint John, and some constructive ideas to help guide the transformative reform as it develops.

Common Council will be an active and engaged partner throughout this reform and hopes to be able to express full support for all initiatives. This will be achieved through our full involvement in the detailed planning that lies ahead, and by addressing our concerns expressed below.

Key General Observations

A prosperous rural landscape is vital and reflects themes that are key to Common Council's priorities. However, in elevating the rural requirements, we feel that we are not taking full advantage of this local governance reform to address the needs of our cities. In our view, the White Paper's demonstrated priority is to address the challenges of rural New Brunswick and to develop action plans to assist those who reside in rural areas. We support this, but we also need concrete ideas and initiatives to make our cities stronger, especially by accelerating their growth. Most informed opinion in Canada suggests that strong cities lead to strong provinces. We believe there is a significant opportunity to enable cities to grow and prosper for the benefit of all New Brunswickers.

Our greatest concern is that province-wide comprehensive property tax reform will be delayed for up to another three years. Our cities are disadvantaged waiting for tax reforms that are considered best practices in provinces across Canada. We cannot support the premise that property tax reform must wait until local government structures are resolved and in place. Most issues for review within property tax have nothing to do with local government structures and, therefore, we believe that both could be reformed concurrently.

We understand that the creation of new municipal entities, and elimination of others, is necessary and will bring benefits. We further understand that the grant formula for the Community Funding and Equalization Grant and the agreement of the Canada Community Building Fund (gas tax funding) will need to be adjusted. However, we assert that the restructuring should not cause any significant reductions to grant funding for existing municipalities. Cities must continue to be the emphasis for growth since strong cities are essential to the long-term financial wellbeing of the province. Moreover, cities should not shoulder any financial burden in the creation new rural government structures. The City will be providing additional thoughts on this subject under separate correspondence.

We welcome the opportunity to enhance our collaboration as the urban hub of the Fundy Regional Service Commission (RSC). We will aim to be a model of success to the benefit of all residents. While enhancing the

capabilities of the RSCs is paramount, we acknowledge that there are also significant risks. Robust collaboration in development and execution will be critical to success. The approach must consider and leverage capabilities that are already in place in the municipalities within a region to minimize duplication and needless costs. As the RSC model is further developed, we believe that there should be increased flexibility to explore alternative approaches that enable regional delivery of services where it makes sense to do so, and where reasonable cost sharing can be achieved.

Key Observations Directly Associated with Saint John

After 18 months of collaborative effort, in August 2019, the Province of New Brunswick and the City of Saint John co-released and endorsed “*Sustaining Saint John – A Three Part Plan*”. A key element of the plan was a firm commitment by the Province to complete comprehensive property tax reform by 2022. This White Paper pushes that commitment out for at least another three years. We do recognize that most of the elements of potential reform are identified within the White Paper, but their implementation is too late.

Comprehensive property tax reform includes but is not limited to the following: analysis on tax fairness and appropriateness of exemptions; review of property assessment processes and outcomes; differential tax rates and flexibility by adopting different tax classes; double taxation; and tax distribution/balance between the Province and the municipalities. Common Council simply cannot support further delay to comprehensive property tax reform. The City’s overall sustainability plan was developed based on the firm commitment that comprehensive property tax reform would be in place by 2022.

In its current state, the Fundy RSC is quite modest and manages the landfill, our recycling processing, and a few other undertakings. For it to manage other regional services and be responsible for the coordination of regional cost sharing, it would require significant expansion of resources. This may lead to more challenges than benefits. The model suggested in the White Paper seems to not give enough credence to the reality that there is a large urban core with tremendous capacity within our RSC, and that our region has towns that are larger than some cities acting as the anchors within other RSCs. Therefore, alternative approaches to regional collaboration and associated cost sharing might be appropriate. More information is required before Common Council could give full support to the RSC model described in the White Paper.

Regional cost sharing must be more than just looking at the items listed in the White Paper. It must be broadened to find methods for everyone to benefit to the maximum extent possible, while paying for all services (including roads) that they use.

Requests

Working together to achieve municipal reform has tremendous potential to benefit all New Brunswickers. Our motivation is to make the most out of this major effort and we therefore request the following:

1. **Robust collaboration as we move forward.** Specifically:
 - a. That a collaborative provincial/municipal working group of senior public servants and thought leaders be established immediately to consider initiatives and ideas that could address some of the unique challenges experienced by cities and, more importantly, find ways to spur the growth and prosperity of our cities. Strong cities will benefit all New Brunswickers. We further request that this working group provide their final concrete recommendations to the Province in time for consideration in Phase 2 of this White Paper.

- b. That our city staff be intimately involved in all deliberations on the use of a strengthened RSC model. The role of the urban cores must be carefully considered within the model.
 - c. That our adhoc Committee of Council for Municipal Reform and provincial caucus members associated with the region meet on a regular and frequent schedule to discuss this local governance reform to seek the necessary alignment for success.
2. Property Tax Reform. That comprehensive property tax reform be accelerated. This will build stronger communities, be respectful of previous provincial commitment, and honour the fundamental underpinnings of our long-term financial plan, which were developed based on that commitment. We suggest that in the required effort to accelerate the various elements of property tax reform, perhaps the distinction of "classes" within the non-residential category and the authority for differential rates amongst those classes is something that could be achievable by January 1st 2023. The remaining elements could then follow as soon as possible and, ideally, no later than January 1st 2024.
3. Cost sharing. That, depending on the final model for RSCs and associated cost-sharing, other cost-sharing arrangements be developed for services provided by a municipality and its taxpayers to others who reside outside of its territorial boundaries.
4. Direct Funding. That we receive a provincial commitment that restructures will not be the direct cause of reduced funding within the Community Funding and Equalization Grant and the Canada Community Building Fund (gas tax funding).

Conclusion

We again thank the Province of New Brunswick for its effort towards local governance reform. We believe the White Paper is a positive step forward. However, we equally believe that there is more that must be addressed to deal with the challenges of the cities of New Brunswick and to spur our growth and prosperity.

For our part, as Common Council, we have established an ad hoc Committee of Council for Municipal Reform and we are prepared to put in the time and effort required to integrate our needs with those of the Province to optimize the outcomes of this transformative change. Moreover, our City Manager has assembled a staff team ready to assist the provincial transition efforts and to contribute to the development of the detailed action plans for this reform.

We stand ready as partners to work together towards our collective success.

Kind regards,



Mayor Donna Noade Reardon

cc: The Honourable Blaine Higgs, Premier

Ryan Donaghy, Acting Deputy Minister, Environment and Local Government
Union of the Municipalities of NB
Cities of NB Association
Mayors of Grand Bay-Westfield, Hampton, Quispamsis and Rothesay



For immediate release
December 10, 2021

Union of the Municipalities of New Brunswick Responds to White Paper on Local Governance Reform

Members pleased with reform but have questions about implementation

FREDERICTON – The Union of the Municipalities of New Brunswick (UMNB) welcomes the Government of New Brunswick’s white paper on local governance reform, *“Working together for vibrant and sustainable communities.”* Meaningful reform has been a long-standing priority for our association. However, many municipalities have questions regarding the plan and its implementation.

In a letter to Minister Daniel Allain, UMNB has shared the questions and concerns arising from discussions with member municipalities across the province.

“During our meetings with municipal leaders, the increased responsibilities of the Regional Service Commissions (RSC) were frequently raised,” said Alex Scholten, President of the UMNB. “Some services being mandated to RSCs are already offered by municipalities, which raises questions about who will pay for particular services and how this will reduce duplication.”

Municipal leaders want action on finance reform.

“Our membership is disappointed to see much needed finance reforms being pushed off until 2024,” said Scholten. “Ensuring that residents pay for the services they receive is a key element of building vibrant and sustainable communities. Delaying reform could leave communities in a vulnerable position. UMNB members want to see progress on this key pillar before 2024.”

UMNB members were pleased to see progress on important files such as statements of public interest and allowing permanent residents to vote in municipal elections. While there are still many questions that need to be addressed, UMNB remains a committed partner in local governance reform and will continue to advocate on behalf of our members.

To read the letter:

<https://umnb.ca/wp-content/uploads/2021/12/UMNB2021-WhitePaperResponse-EN.pdf>

- 30 -

The Union of the Municipalities of New Brunswick (UMNB) is a bilingual association of sixty-one local governments of all sizes, representing over one-third of New Brunswick’s population.



December 7th, 2021

Hon. Daniel Allain
Minister of Local Government and Local Governance Reform
Marysville Place
P.O Box 6000
Fredericton, NB E3B 5H1

Submitted via email to Daniel.allain@gnb.ca

Dear Minister Allain,

The Union of Municipalities of New Brunswick wishes to commend you and your team for your work in tackling local governance reform. As the first major municipal restructuring since the late 1960s, this reform is critical to creating vibrant and sustainable communities in our province.

Based on the many failed attempts to transform local government in the past 60+ years, we knew this task would be risky and difficult, but your government has taken on a bold and meaningful approach. We appreciate your openness and your willingness to work with us on this important initiative. Thank you for your leadership on this important file.

We recognize that the release of the white paper is not an end, but a beginning of the local governance reform process. UMNB and its members want to continue our participation in the development process to ensure that the voice and experience of our membership is reflected in a new and modernized system. UMNB also recommends that the Provincial Municipal Council be reconvened to assist the department and the transition teams as we move into these structures so that we can provide feedback and address challenges up front.

Since the release of the white paper, our association has been meeting with municipalities to get their perspectives on the proposed reform. Below, we have identified some of their questions and concerns regarding the plan laid out in the white paper. We share them here in the continued spirit of collaboration.

STRUCTURES:

- We are optimistic about the proposed restructuring plan. The White Paper has sought to balance the many factors that create a community beyond tax base and population, such as linguistic profiles, school



catchment areas, and geography, which is insightful. We welcome the addition of rural districts to ensure rural areas have municipal representation. Many communities throughout New Brunswick will be impacted, and we hope that steps will be taken to preserve community identities while ensuring the long-term sustainability of local governments. We also hope for the establishment of processes to ease residents and existing municipal entities into their new relationships. We are eager to hear more details on the transition plan.

- Our members have told us repeatedly that they appreciate the flexibility in the criteria in creating the new entities but have some questions about how it was applied. In some cases, neighbouring LSDs have been placed within a rural district, when they are in fact a neighbouring community who are tied into an existing municipality. We recognize that building these maps is a difficult endeavour and would encourage you and the department to listen to the concerned communities as you work to address the many legitimate concerns of our membership.
- In discussion with municipalities of all sizes, there is agreement that more detailed maps of the proposed boundaries would help answer many questions that our members have.
- One of the comments we have heard since the release of the white paper is that there is a lack of information on reform in councils' hands. There is a need to arm councils with as much information as possible to ensure that they can address their concerns and their residents' concerns. We have seen so far that the lack of information can create challenges to the implementation of the white paper.
- Ensuring that all qualified residents in the province will have the opportunity to vote for local representatives has been a priority for our membership. We are strongly in favour of giving permanent residents the right to vote in municipal elections. This is vital to recognizing the contributions of newcomers to this province and to our communities. As the first province to implement such a change, it would also make New Brunswick a leader with an advantage in attracting and retaining newcomers. We urge you to have this change implemented for the 2022 municipal by-elections.
- We are keen to see the details around transition plans and remain willing partners on implementation.

REGIONAL COLLABORATION:

- Our members are concerned regarding the proposed mandating of services through the RSCs. The scope of service delivery in the white paper appears to create an additional level of government, which runs



counter to the goal of building collaborative and vibrant communities and avoiding duplication of services.

- In the Finn report, the presented rationale for the RSDs (or RSCs as they became) were intended to be a forum where municipalities came to make decisions that affected regional issues. It was viewed as a place that enabled collaboration and not duplication, UMNB members strongly support this definition of RSCs.
- A disappointing part of the white paper was the lack of recognition of the strength of the services that are currently offered by Municipalities. Local governments offer many efficient and effective services, these strengths should be leveraged before duplicating any services at the RSC level. The commissions should be required to scan internally to look at what services are being offered before developing any new offerings.
- Municipalities are also concerned about the roles of the RSC and the linkages with the provincial government. On page 29, the report identifies that the facilitators will create linkages between departments, stakeholders, and the RSC. Our association is concerned that this could create an unnecessary barrier between those who set the policy and those municipalities on the front line.
- We also have concerns about how the opt-in and opt out process will work around services offered by the RSC's. If services are to be mandated through RSC's, when will these begin?
- How will funding of the new services mandated in the white paper to the RSC work? Will these services be funded by the provincial government? If so, what mechanisms will exist to ensure that each region will have access to similar service standards?
- Earlier in this process, the re-aligning of provincial maps was flagged as a priority by the department. It was mentioned at that time that new maps would be based on the RSC maps. Is this still an intended part of the municipal reform process?
- The selection of the new CEOs for the Regional Service Commissions is also of concern to our members. There is a strong feeling that the Boards of Directors should be the final authority on who will lead their local RSC, as ultimately the commission leaders will be accountable to the board of directors and not the transition leader. We believe strongly that ensuring municipalities have responsibility for this process will lead to greater transparency and more cohesion in the new RSC.



FINANCE:

- UMNB recognizes that new financial models remain undefined, but we believe that waiting until 2024 is a missed opportunity to improve community viability through municipal revenue generation. These delays leave our association, concerned about municipalities being under-resourced to serve their new structures, and worried that a delayed transition may prove difficult to initiate in the future. We have momentum supporting reform now and encourage meaningful change in this area be implemented without delay. If there is concern that a transition to a full “pay for the services you receive” model will be too onerous to do immediately, that such a system be introduced straightaway but on a transitioned basis as opposed to waiting several years to start.
- We are concerned that there continue to be areas of the province where residents will not be fully responsible for the costs of the services they receive. This will continue to disincentivize collaboration, again running counter to the goal of creating sustainable and vibrant communities.
- The cost and responsibility of roads is a specific concern that has emerged through the white paper. Keeping the responsibility for local roads with DTI is concerning to many municipalities, especially without changing the subsidy that we know does not address the current infrastructure deficit. This two-level of road management will pose challenges in municipal management.
- There is little in the white paper affording municipalities the opportunity to generate additional revenue for the provision of their vital service offerings.
- Some municipalities have asked questions regarding how CCBF fund will work going forward. How will the split work between RDs and municipalities?
- Our members were pleased to hear that the community grant and equalization program will be looked at to better reflect updated realities. This is an important asset for many communities, and we encourage you to engage in consultations with our association as well as municipalities to ensure the new formula is better representative of the needs of communities considering new structures.

LAND USE PLANNING:

- We are pleased to see commitments to Statements of Public Interest and a province-wide land use plan in place by 2027. However, we are concerned about the service standards for planning. There is certainly a need for such services in the many communities where the standard of land use planning is insufficient, but that is not the case in all corners



of the province. Will municipalities that already have robust and cost-effective land use planning services be able to continue to provide such services under the proposed model? If not, we again emphasize concern that mandating such services under an RSC model will create a duplication of services in areas of the province where it is not necessary.

- Some of our members have questioned about what will happen between now and the period when land use planning will be adopted in 2024. How will development be regulated until then, especially in areas that currently have no or few regulations?
- We are pleased to see the availability of inclusionary zoning by-laws for municipalities, however for this to work the province will need to be an active player in affordable housing development.
- Creating a requirement for municipalities and the province will have a mutual duty to consult on provincial buildings within town limits is a positive initiative that is well received by our membership.

The Union of the Municipalities of New Brunswick is pleased to have been involved throughout the consultation process, and we remain advocates of and partners in bold and meaningful reform. We have cultivated years of experience and expertise in local government and are ready to collaborate with your department through the implementation process.

There will be many challenges in the coming months with implementation of the White Paper. Your department has leaned on us and the other municipal associations for expertise and guidance at every phase in the development and we want to continue to advise you through the transition period. The Provincial Municipal Council is a meaningful way to ensure that the department can leverage all our expertise in this field and help us keep our membership informed of key developments.

We were happy to hear you refer to the white paper as a “living document” and welcome the opportunity to discuss our questions and concerns at your convenience. We deeply appreciate that our local government system must change, and we look forward to working with you to achieve meaningful reform. Thank you for your continued attention to these matters, and please do not hesitate to reach out for should you need further information.

Sincerely,

A handwritten signature in black ink, appearing to be 'Alex', is located below the 'Sincerely,' text. The signature is stylized with a long horizontal line extending to the right.



Alex Scholten, President
Union of Municipalities of New Brunswick

CC: Premier Blaine Higgs
Ryan Donaghy, Deputy Minister, Local Government and Local Governance
Reform

Corporate Services

Services corporatifs



Sean Finn
Executive Vice-President
Corporate Services
and Chief Legal Officer

Vice-président exécutif
Services corporatifs et chef de la
direction des Affaires juridiques

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F 514-399-4854

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16^e étage
Montréal (Québec) H3B 2M9
Canada
T 514-399-8100
Tc 514-399-4854

September 24, 2021

Mr. John Jarvie
Town Manager
Town of Rothesay
70 Hampton Road
Rothesay, New Brunswick E2E 5L5



Dear Mr. Jarvie:

A handwritten signature in blue ink that reads 'John'.

I hope this letter finds you and your family safe and healthy.

I am pleased to enclose a copy of the CN in Your Community 2021 report. This annual report is one of the most important publications issued by CN and is sent to our stakeholders, community leaders and elected officials across North America.

In this report you will find information describing our ongoing investments in the diversity, strength and safety of communities all along our 19,500-mile tri-coastal network. It describes our various national, regional and local initiatives and partnerships, and contains practical information on how we can collaborate with you and live up to our commitment of being a good neighbour to the communities along our network.

This year's theme — Thankful to be your neighbour — is a tribute to how CN and the communities across our network are essential to each other, especially as we have faced the challenges of the last year and a half together. Thank you for the trust you have placed in us as a true partner of your community.

Mr. John Jarvie
September 24, 2021
Page 2

Should you have any questions or concerns, please do not hesitate to contact me or the CN Public Affairs manager for your region. Our contact information appears on page 9 of the report.

We look forward to collaborating and building stronger communities with you throughout the year.

Sincerely,



Sean Finn

Encl.

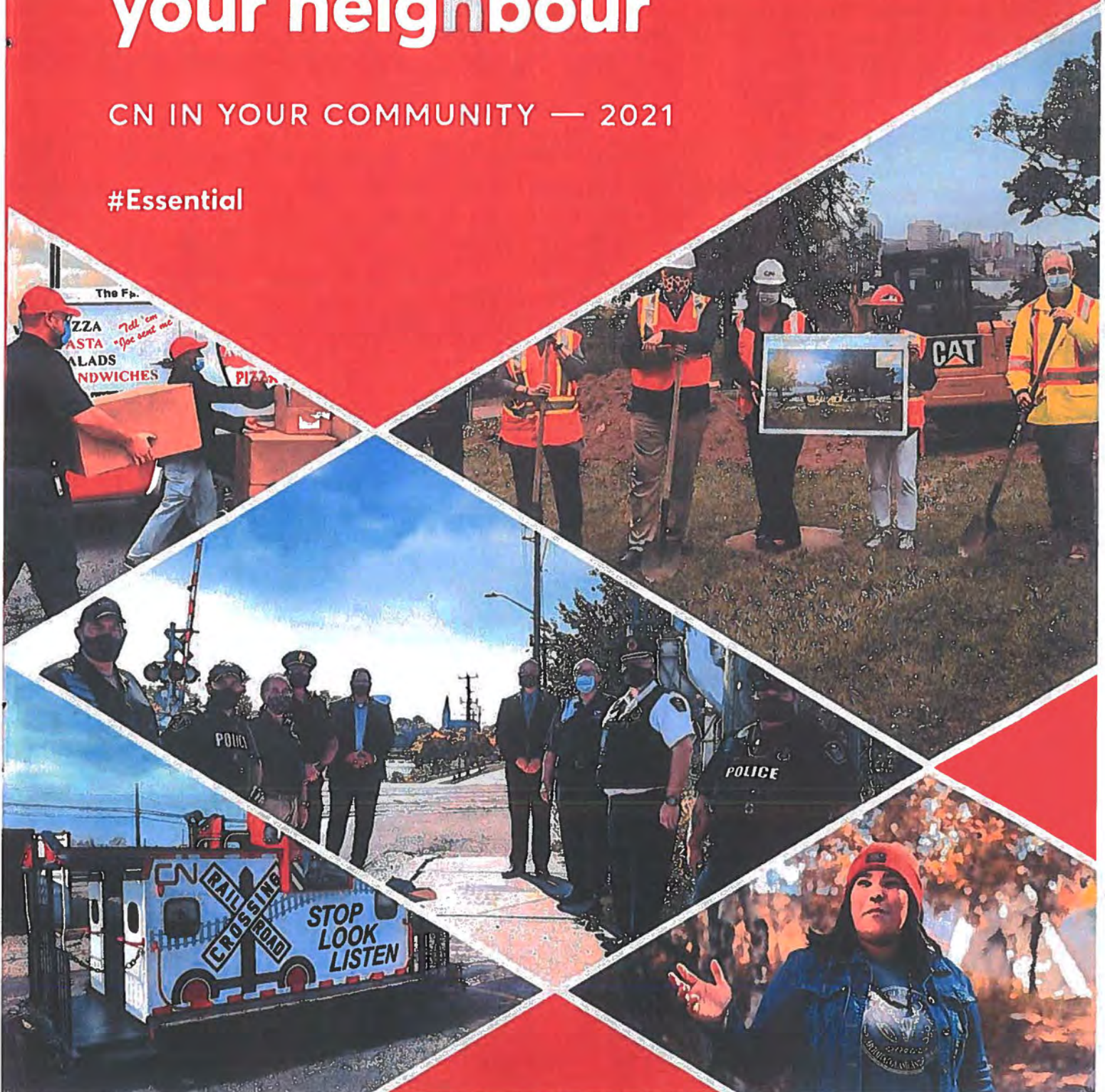
CN in Your Community 2021: Thankful To Be Your Neighbour



Thankful to be your neighbour

CN IN YOUR COMMUNITY — 2021

#Essential



CN STRONGER COMMUNITIES FUND

For CN, giving back is not a slogan — it is our way of doing business; it is also a way of being, a spirit of caring that is shared by everyone at CN. To fuel our actions and those of our community partners, the *CN Stronger Communities Fund* is helping to build safer, stronger, more sustainable and prosperous communities. Please visit our website at cn.ca/community for more information on our eligibility requirements and community investment areas of focus.

CN STRONGER
Communities Fund



Our "CN100 - A Moving Celebration" tour made a stop in Quebec City in May 2019, with LittleOble helping us teach families more about rail safety and share in some happy smiles!

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**MESSAGE FROM
JJ RUEST AND
SEAN FINN**

4
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**THANK YOU
FOR YOUR
ESSENTIAL WORK**

6
—

**DOING
OUR PART**

8
—

**ESSENTIAL
FOR YOU**

14
—

**ESSENTIAL FOR
SAFER COMMUNITIES**

22
—

**ESSENTIAL
FOR GREENER
COMMUNITIES**

25
—

**ESSENTIAL FOR
COMMUNITY
ENGAGEMENT**

32
—

**PROUD TO
CELEBRATE 25TH
ANNIVERSARY OF
PRIVATIZATION**

34
—

**TOTAL CN
NETWORK**

36
—

**CANADIAN
NETWORK**

38 / British Columbia
39 / Alberta
40 / Saskatchewan
41 / Manitoba
42 / Ontario
43 / Quebec
44 / New Brunswick
45 / Nova Scotia

46
—

**UNITED STATES
NETWORK**

48 / Minnesota
49 / Wisconsin
50 / Michigan
51 / Iowa
52 / Illinois
53 / Indiana
54 / Ohio
55 / Pennsylvania
56 / Kentucky
57 / Tennessee
58 / Mississippi
59 / Alabama
60 / Louisiana

63
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**ANSWERING
YOUR QUESTIONS**

Kennebecasis Regional Police Agreement

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THIS AGREEMENT made this ____ day of December, 2021.

BY AND AMONG:

QUISPAMSIS, a Municipality under
the laws of the Province of New Brunswick

OF THE FIRST PART

AND: ROTHESAY, a Municipality under
the laws of the Province of New Brunswick

OF THE SECOND PART

AND: THE JOINT BOARD OF POLICE
COMMISSIONERS, a Board established under this
Agreement

OF THE THIRD PART

WHEREAS the towns of Quispamsis and Rothesay hereinafter referred to as a **'Town' or collectively as 'Towns'** are desirous of maintaining a Board of Police Commissioners for the purpose of policing a region consisting of the geographical boundaries of the Towns and vesting the said Board with the authority and responsibility of providing and maintaining an adequate police force for the region in accordance with the relevant provisions of the Police Act, being S.N.B. 1977, c. P-9.2 of the Acts of New Brunswick and Amendments thereto and Regulations thereunder;

NOW THEREFOR WITNESSETH that in consideration of the premises and mutual covenants herein set forth, the parties hereto agree as follows:

ARTICLE I. INTERPRETATION

Section 1.01 Reference

This agreement may be referenced as the "Kennebecasis Regional Police Agreement."

Section 1.02 Definitions

IN THIS AGREEMENT, the following words shall have the following meanings:

"Arbitration Act" means the Arbitration Act of the Acts of New Brunswick (R.S.N.B. 2014, c.100) and Amendments thereto and Regulations thereunder;

"Joint Board" means the Board of Police Commissioners established under the provisions of Article II hereof;

"Minister" means the Minister responsible for administration of the Police Act;

"Police Act" means the Police Act of the Acts of New Brunswick (S.N.B. 1997, c.P-9.2) and Amendments thereto and Regulations thereunder; and

"Region" means the geographical territory consisting of the territorial limits of each of the Towns.

ARTICLE II. BOARD OF POLICE COMMISSIONERS

Section 2.01 Continuation of Board of Police Commissioners

The Towns hereby wish to maintain a Joint Board of Police Commissioners for the purpose of providing policing services on behalf of the Towns for the Region which shall continue the work of the Rothesay Regional Joint Board of Police Commissioners but henceforth shall be known as the "Kennebecasis Regional Joint Board of **Police Commissioners**" hereinafter referred to as the "Joint Board".

Section 2.02 Operation of Police Force

The Joint Board shall operate and maintain a police force to be known as the Kennebecasis Regional Police Force, hereinafter referred to as the "Police Force".

Section 2.03 Provision for Policing Service

The Police Force shall provide policing services to the Region under the authority of and in accordance with the Police Act.

Section 2.04 Composition of the Joint Board

The Joint Board of Police Commissioners shall consist of:

- a) The Mayor of each Town or a Councillor designated by each Town; and

- b) Three members appointed by the respective Councils of each Town at least one of whom is a not a Mayor or Councillor and ordinarily resides in the Town they represent; and
- c) A person appointed by the Minister provided that such person so designated ordinarily resides in the Region; and
- d) The Chief of Police of the Police Force who shall be an ex officio member of the Joint Board but shall not be a voting member.

he Towns agrees to review the Joint Board structure with regard to town representations in conjunction with review of Section 12.07 Calculation of Proportionate Share by June 30,2022.

Section 2.05 Terms of Appointment

- a) All appointments to the Joint Board may be for a term not exceeding four (4) years with possible renewals up to a maximum of ten (10) years in total including service with the Rothesay Regional Joint Board of Police Commissioners. When a person appointed to the Joint Board ceases to maintain their ordinary residence within the Town from which they have been appointed, or if a Mayor or a Councillor ceases to be a Mayor or a Councillor of the Town which they represent, the Joint Board shall declare their position to be vacant in which case a new appointment shall be made in accordance with Section 2.04 hereof;
- b) Where a member of the Joint Board is unable to carry out their duties as a member of the Joint Board by reason of their illness, absence or suspension, the Minister in the case of a person appointed by the Minister, or the Mayor of the Town in the case of a person appointed to represent such Town, may designate another person to act as a member of the Joint Board during the illness, absence or suspension of the member; and
- c) A member of the Joint Board may be dismissed:
 - (i) for cause, by the Minister where the Minister has appointed the member or where the member is a Mayor or Councillor, or
 - (ii) by the Council of the Town which the member represents.

Section 2.06 Remuneration of Joint Board Members

The Joint Board shall provide a \$35 per meeting honourarium for the non-elected members of the Joint Board for each Regular Meeting, Special Meeting or Committee Meeting of the Joint Board that they are in attendance. No remuneration or allowance shall be made to the Chief of Police as an ex officio member of the Joint Board.

Section 2.07 The Joint Board Joins the Agreement

The Joint Board joins in this agreement solely for the purpose of acknowledging the agreement between the parties of the first part and second part and agreeing to take whatever corporate steps are necessary to effect and implement such agreements.

ARTICLE III. TERM OF AGREEMENT

Section 3.01 Term

This agreement is perpetual but subject to assigned acknowledgement every 5 years that all term and conditions remain in full force and effect. and no Town shall withdraw from the Joint Board or from the terms of this agreement during the said acknowledgment period. Should a Town wish to open negotiations for changes they must provide written notice to the other Town no later than 6 months before the end of the 5 year acknowledgment period. Commencement

The Police Force established under this agreement and the Police Act shall commence providing the police services provided for herein for the Region effective at **12:01 o'clock a.m.** on the 1st day of January, 2014 and for greater certainty shall terminate upon written notice from the Towns.

ARTICLE IV. MEETINGS

Section 4.01 Regular Meetings

The Joint Board shall meet at least six (6) times in each calendar year and at least once in every quarter of each calendar year. Such meetings shall be held at the Head Office of the Police Force or at such other place within the Region as may be agreed upon by the members of the Joint Board.

Section 4.02 Special Meetings

A special meeting of the Joint Board may be called by the Chair or any three (3) members of the Joint Board provided that all members of the Joint Board are notified in writing or by electronic means of such Special Meeting at least forty-eight (48) hours in advance thereof and which notice shall state the purpose of the meeting and shall contain an agenda of matters to be discussed. The Board shall not, at a special meeting, consider any business except that specified in the notice of the meeting..

Section 4.03 Quorum for Meetings

The presence of six (6) members in attendance throughout a meeting of the Joint Board shall be a quorum of any meeting of the Joint Board with at least two (2) members from each Municipality present.

Section 4.04 Procedure at Meetings

- a) Every question submitted to any meeting of the Joint Board shall be stated in the affirmative and decided by a majority of votes. The Chair shall vote on all motions and in the event of a tie the Motion will be lost.
- b) **Robert's Rules of Order, latest edition, shall govern proceedings at all meetings** unless otherwise set out in the by-laws of the Commission.
- c) At any meeting, unless a poll is demanded, a declaration by the Chair that a resolution has been carried or carried unanimously or by a particular majority or lost or not carried by a particular majority shall be conclusive evidence of the fact.

Section 4.05 Minutes of Meetings

The Joint Board shall cause minutes of all its meetings to be recorded and to be circulated to each member of the Joint Board and to each of the Towns.

Section 4.06 Meetings Open to Public

All meetings of the Joint Board shall be open to the public except where, in the opinion of the Joint Board and consistent with applicable legislation, it is not in the public interest. **Topics discussed when a meeting is not open to the public should be limited to those that are set out in Section 68(1) of the Local Governance Act**

ARTICLE V. HEAD OFFICE

Section 5.01 Location

The Head Office of the Police Force/Joint Board shall be located where the headquarters of the Police Force may be established from time to time.

ARTICLE VI. OFFICERS OF JOINT BOARD

Section 6.01 Election

The officers of the Joint Board shall consist of a Chair, a Vice-Chair and a Secretary-Treasurer to be elected annually by the members of the Joint Board.

Section 6.02 Other Officers

The Joint Board may appoint such other officers and agents as it deems necessary, who shall have such authority and shall perform such duties as may from time to time be prescribed by the Joint Board.

Section 6.03 Duties of the Chair

The Chair shall, if present, preside at all meetings of the members; shall sign all instruments which require execution, shall have the general care, direction and

supervision of the affairs of the Joint Board, shall perform all duties incident to their office, and shall have such other powers and duties as may from time to time be assigned to them by the Joint Board, provided that such powers and duties are not inconsistent with this Agreement or the Police Act.

Section 6.04 Duties of Vice-Chair

The Vice-Chair shall be vested with all the powers and shall perform all the duties of the Chair in the absence or disability of the Chair or if the Chair refuses to act. If neither the Chair nor the Vice-Chair is able or willing to act the remaining members of the Joint Board may appoint an acting Chair.

Section 6.05 Liability of Board Members

The Chair, Vice-Chair or a member of the Joint Board is not personally liable for anything done in good faith or omitted to be done by the Chair, Vice-Chair or a member of the Joint Board while acting under the authority of this Agreement, The Police Act or the Regulations.

ARTICLE VII. MANAGEMENT

Section 7.01 Police Act Prevails

The Joint Board shall manage and conduct its business and affairs in accordance with this Agreement and the Police Act and where there is conflict or inconsistency between the provisions of this Agreement and the Police Act, the provisions of the Police Act shall prevail.

Section 7.02 Powers of Board

The Joint Board shall perform those duties imposed upon it by this Agreement and the Police Act or which are incidental to the attainment of the objectives of this Agreement and the Police Act and may exercise all such powers and do all such acts and things that the Joint Board deems necessary to organize, govern, operate and administer the Police Force, provided the Joint Board acts in accordance with this Agreement, the Police Act and any other applicable statutes and municipal bylaws.

ARTICLE VIII. BY-LAWS

Section 8.01 Board By-laws

The Joint Board may establish by-laws or policies relating generally to the conduct of the affairs of the Joint Board, for the Governance, operation and administration of the Police Force, and as provided for under subsection 17.2(12) of the Police Act.

ARTICLE IX. EXECUTION OF INSTRUMENTS

Section 9.01 Contracts

Contracts, documents or any instruments in writing requiring the signature of the Joint Board may be signed when authorized by the Joint Board, by either the Chair or the Vice-Chair, together with the Secretary-Treasurer and all contracts, documents and instruments in writing so signed, shall be binding upon the Joint Board without any further authorization or formality.

Section 9.02 Cheques, Drafts and Notes

All cheques, drafts or orders for the payment of money, and all notes and acceptances and bills of exchange shall be signed by the Chair or the Vice-Chair together with the Secretary-Treasurer, or by such other persons as the Joint Board may from time to time designate.

ARTICLE X. COMMITTEES

Section 10.01 Establishment by Resolution

The Joint Board may from time to time by resolution, establish such committees and name persons to act thereon as the Joint Board shall deem proper, necessary or requisite; the persons named to act on such committees may but need not necessarily be, members of the Joint Board.

ARTICLE XI. PROPERTY OF THE JOINT BOARD

Section 11.01 Powers of Board

The Joint Board on behalf of the Towns and within its budget may acquire, deal with and dispose of real and personal property, may enter into contracts and may sue and be sued and the Towns shall be liable jointly and severally for the debts of the Joint Board arising out of any matter coming within the scope of the Police Act but commitments in excess of one hundred thousand dollars (\$100,000) shall require the concurrence of the Towns.

Section 11.02 Vesting of Property

All property, whether real, personal or mixed, which is necessary for the establishment and operation of the Police Force shall be acquired in the name of the Joint Board and such property may be dealt with, leased, sold or otherwise disposed of by the Joint Board in its name.

Section 11.03 Purchases

All purchases of supplies or goods of whatsoever kind or description required by the Joint Board relating to the operation of the Police Force shall follow the guidelines

as laid out in the Purchasing Policy. In brief, the Purchasing Policy states that purchases costing twenty five thousand dollars (\$25,000) or more shall be advertised publicly and shall be purchased by public tender; and for expenditures between fifteen hundred dollars (\$1,500) and twenty five thousand dollars (\$25,000), competitive quotes shall be required so that the Joint Board receives the best value for the dollar. The Towns shall be provided with a current copy of the Purchasing Policy.

Disposal of Property - All property, whether real, personal or mixed of the Joint Board which is no longer required shall be disposed of by publicly advertising the property for sale and in accordance with such terms and conditions which may be specified by the Joint Board.

Section 11.04 Insurance

The Joint Board shall maintain adequate insurance coverage for property, plant and equipment and public liability and any other loss which may be reasonably anticipated by the Joint Board to adequately protect the interests of the Towns.

ARTICLE XII. FINANCIAL

Section 12.01 Administration and Bookkeeping

The Secretary-Treasurer of the Joint Board shall have full authority to administer and maintain the books of account of the Joint Board, but the Joint Board may appoint a person and may delegate to that person full authority to administer and maintain the books of account of the Joint Board pertaining to the operation of the Joint Board. The person so appointed shall conform to all lawful orders given by the Secretary-Treasurer of the Joint Board and shall, at all reasonable times, give to the Secretary-Treasurer or members of the Joint Board, a Town or the Minister, or any of them all information they may require regarding the financial affairs of the Joint Board and the Police Force.

Section 12.02 Financial Statements

- a) The Joint Board shall submit a financial statement of the business and affairs of the Joint Board showing the current financial position of the Police Force as compared with its budget, to the Towns. These statements are to be submitted within thirty (30) days from the end of each fiscal quarter and the annual audited financial statements are to be received by the Towns by March fifteenth of the following year.
- b) In addition the Joint Board shall from time to time provide such a statement to either of the Towns or to the Minister responsible for Local Government upon request after reasonable notice.
- c) The Minister responsible for Local Government and each of the Towns may examine or audit the books of account of the Joint Board at any time.

Section 12.03 Bank Account

Bank accounts shall be kept in the name of the Joint Board with a duly chartered Canadian Bank or Trust Company in Canada and all bills of exchange, cheques, promissory notes and hypothecation shall be made, drawn, signed, accepted, and endorsed or executed by such officers or other persons as may be designated by resolution of the Joint Board.

Section 12.04 Auditor

A firm of Chartered Accountants or a firm of Certified General Accountants shall be appointed annually as the auditors of the Joint Board by the members of the Joint Board, and once **appointed, shall make an examination of the Joint Board's books and** accounts and vouchers in support thereof annually, and at such other times as the Minister or the Towns, or the Department of Environment and Local Government may require and shall make and sign a certificate of such examination which shall be recorded in the Record Book. No member of the firm of auditors shall be a member or officer of the Joint Board, employee of the Minister or any of the Towns or the Police Department. The auditors shall perform such other duties as may be prescribed by the Joint Board. The auditors shall complete the annual audit by the fifteenth day of March in accordance with the Canadian Public Sector Accounting standards.

Within ten (10) days after completing the annual audit the auditors shall forward to the members of the Joint Board and each Town a certified copy of the financial statements together with a copy of its report thereon.

Section 12.05 Guarantee of Deficits

Each of the Towns do hereby underwrite and guarantee their proportionate share calculated in accordance with Section 12.07 hereof of any annual deficit of the Police Force pursuant to and in accordance with Section 12.11 hereof.

Section 12.06 Guarantee of Annual Operating Costs

The Towns do hereby underwrite and guarantee to pay their proportionate share of the annual operating costs incurred in operating and maintaining the Police Force in accordance with 7 hereof.

Section 12.07 Calculation of Proportionate Share

The determination or calculation of the proportionate share that each Town shall pay of the total costs incurred in establishing and maintaining the Police Force shall be calculated in the following manner:

- a) Each Town shall pay its share of the annual approved budget based on its proportionate share of the aggregate lane kilometers of both Towns and its proportionate share of the aggregate population of both Towns in equal parts as illustrated by the table below (2017).

	Kilometerage	% of total kilometerage	Population	% of total population	Share
Quispamsis	207.737	58.4%	17,886	59.954%	59.177%
Rothsay	147.980	41.6%	11,947	40.046%	40.823%
TOTALS	355.717	100.00%	28,833	100.000%	100.000%

- b) For further purposes of calculating the proportionate share of each Town, the **phrase “annual operating costs”** in Section 12.06 shall be deemed to be an amount equal to the budget amount approved in accordance with Section 12.09 LESS an amount equal to the municipal portion of the property tax assessed for the real property of the Joint Board. Each Town agrees to reimburse the Joint Board the amount they receive from taxation of the real property of the Joint Board.
- c) The kilometerage figures set forth in Section 12.07(a) are based on 2017 kilometerage figures and the population figures are based on 2011 Statistics Canada Figures. The kilometerage and population figures are to be determined for each calendar year and adjusted each calendar year for budget purposes. The population figures shall at all times be based upon the most recent population figures available from Statistics Canada or any successor agency (the latest census) adjusted in accordance with subsection (d).
- d) The adjusted population shall be the figures from the latest census adjusted annually by adding one-fifth of the change experienced by each Town during the previous inter-censal period. Retroactive changes will be made in each full budget year following release of the figures from the latest census to rectify the difference between the prior period estimates and the actual change.
- e) The Towns agree to review the Calculation of the Proportionate Share Formula and amend accordingly if required by June 30, 2022 so that it may be implemented in the 2023 budgets.

Section 12.08 Payments

- a) Each Town **shall submit by electronic deposit to the Joint Board’s bank** account, the amounts required under Section 12.07 in and by twelve (12) equal installments to be due and payable on the 5th day of each month. Any Town which has not paid its installment when due shall pay interest at the then prime **rate of the Joint Board’s** bank plus 2% per annum.
- b) The fiscal year end of the Joint Board will continue to be the 31st day of December in each year. The Joint Board shall on or before the 15th day of March in each year, submit to each Town a certified copy of its annual audited financial statements for the preceding fiscal year.

Section 12.09 Budget

- a) Each year the Joint Board shall prepare, or shall cause to be prepared, an operating budget, which budget shall contain such information as may be reasonably requested by either of the Towns, for the next ensuing fiscal year as provided for pursuant to Section 17.4 of the Police Act. Such budget shall, on or before the first day of October of each year, be submitted to each Town after the approval by the Joint Board.
- b) The budget, if approved by the Towns shall be deemed to be approved and accepted by each party to the Agreement and the Towns hereby agree to fulfill their obligations, duties and responsibilities in accordance with the terms of this agreement and the Police Act. The budget of the Joint Board shall be submitted to the Department of Environment and Local Government pursuant to subsection 17.4(3) of the Police Act.
- c) In the event that the budget as submitted by the Joint Board is not approved in accordance with subsection (b), the matter will be referred to both Councils for resolution. In the event an agreement on the budget is not obtained by the 21st day of December in each year, the budget will be determined as provided for under subsection 17.4(4) of the Police Act.

Section 12.10 Surplus

If, at the end of any fiscal year, there are funds in excess of the operating expenses, such surplus shall be credited to the operating budget for the second next ensuing year.

Section 12.11 Deficit

If, at the end of any fiscal year, there is a deficit incurred in meeting the operating expenses of the Joint Board, such deficit will be debited against the operating budget for the second next ensuing year. If a deficit is incurred, each Town shall pay to the Joint Board its respective proportionate share of the annual deficit as calculated pursuant to Section 12.07 hereof.

Section 12.12 Liabilities and Debts

Each of the Towns shall underwrite and guarantee any and all debts and other liabilities of the Joint Board in accordance with their proportionate share as calculated pursuant to Section 12.07 hereof.

ARTICLE XIII. ARBITRATION

Section 13.01 Dispute

In the event of any dispute arising in respect of this Agreement or the interpretation thereof, with the exception of a dispute arising out of Section 12.09(c), and such dispute shall remain unresolved after ten (10) days, then in any such event any

party to such dispute may by notice (hereinafter in this Article called the "Submission") refer such dispute to arbitration for final determination. In no case shall the Joint Board initiate arbitration against either or both Towns.

Section 13.02 Appointment of Nominees

Within twenty-five (25) days of a Submission hereunder every party to the dispute shall notify the other of its nominee who shall serve as an arbitrator as follows: one nominee of the Joint Board and one nominee of the Town in dispute with the Joint Board; or if there shall be more than one of the Towns in dispute, one nominee for the both Towns in dispute. The Towns may by agreement extend the time period specified in this Section.

Section 13.03 Appointment of Chair

Within thirty-five (35) days of a Submission hereunder the nominees of the parties to the dispute who are appointed in accordance with Section 13.02 shall appoint a third person as Chair who, together with such nominees shall constitute a Board of Arbitration. The Towns may by agreement extend the time period specified in this Section.

Section 13.04 Failure to Agree on Chair

In the event the nominees of the parties to the dispute are unable to agree upon, or otherwise do not appoint, a Chair, as herein provided, or if any party to the dispute shall fail to appoint its nominee as herein provided, then the parties to the dispute, or the **party not so in default, as the case may be, may apply to a Judge of the Court of Queen's Bench of New Brunswick** to make such appointment.

Section 13.05 Decision by Board

The Board of Arbitration, within ten (10) days of the appointment of the Chair thereof shall deal with the dispute and submit its decision, or the decision of one or more of its members, in respect thereof to the parties thereto in writing.

Section 13.06 Binding Effect of Decision

The decision of the majority of the members of the arbitration board, and in the absence of a majority, the decision of the Chair, in respect to the dispute shall be final and binding upon the Towns and the Joint Board.

Section 13.07 Costs of Arbitration

Each party to any dispute hereunder shall bear its own costs of any arbitration hereunder (including the costs of its nominee to the Board of Arbitration and the costs of its legal representatives) and the costs of the Chair shall be borne equally.

Section 13.08 Arbitration Act to Apply

Except where in conflict herewith, the provisions of the Arbitration Act, shall apply to any arbitration hereunder.

ARTICLE XIV. GENERAL

Section 14.01 Further Assurances

Each of the Towns will execute any and all further documents, deeds, instruments, guarantees, mortgages or agreements which shall reasonably be required by the Joint Board and which are necessary or requisite for more perfectly carrying out the purposes and intent of this Agreement, or for the purpose of establishing, maintaining and operating the Police Force.

Section 14.02 Cooperation

Each of the Towns agree to cooperate in all matters concerning or relating to this Agreement and to fully and fairly effect the intention expressed or implied by this Agreement.

Section 14.03 Interpretation

Words in the singular and used herein include the plural and words in the plural include the singular where the context so requires.

Section 14.04 Invalidity of Any Provision

The invalidity of any provision of this Agreement or any covenant herein contained shall not affect the validity of any other provision or covenant of this Agreement.

Section 14.05 Times of the Essence

Time shall be of the essence of this Agreement and all the provisions hereof.

Section 14.06 Partnership Not Created

Nothing in this Agreement shall be deemed to create a relationship or partnership between the Towns.

Section 14.07 Binding Effect

This Agreement shall ensure to the benefit of and be binding upon the parties hereto and any other participating Municipality or Municipalities which may be formed by a merger or amalgamation with or the extension or decrease of the territorial limits of any party hereto or which may be annexed to or be otherwise joined with any party hereto and in each and every case their successors and assigns.

Section 14.08 Counterparts

This Agreement may be executed in several counterparts, each of which so executed shall be deemed to be the original, and such counterparts together shall constitute one and the same instrument.

IN WITNESS WHEREOF each of the Towns has hereunto caused its respective common corporate seal to be hereunto affixed, duly attested by the hands of its respective proper signing officers duly authorized by resolution of the Council of each of the Towns as of the day and year first above written.

SIGNED, SEALED AND DELIVERED

in the presence of: _____

QUI SPAMIS

Libby O'Hara, Mayor

Cathy Snow, Clerk

ROTHESAY

in the presence of: _____

Dr. Nancy Grant, Mayor

Mary Jane Banks, Clerk

KENNEBECASIS REGIONAL
JOINT BOARD OF POLICE
COMMISSIONERS

in the presence of: _____

Bob McLaughlin, Chair

Secretary/Treasurer



**Fundy Regional
Service Commission**

**Commission de Services
Régionaux de Fundy**

Regular Monthly Meeting

October 25, 2021

Minutes of the meeting of the Board of Directors of Fundy Regional Service Commission held on Monday, October 25, 2021, at 10 Crane Mountain Rd., Saint John NB.

1. Call to Order

The Board Chairperson, Brittany Merrifield, called the meeting to order at 11:24 a.m.

2. Record of Attendance

Brittany Merrifield	Chairperson
Jim Bedford	Vice Chairperson
John MacKenzie	Deputy Mayor, Saint John
Nancy Grant	Mayor, Rothesay
Libby O'Hara	Mayor, Quispamsis
Ray Riddell	Local Service District Representative
Cindy MacCready	Local Service District Representative
John Cairns	Local Service District Representative

Absent

Bette Ann Chatterton, Mayor, St. Martins

OTHERS

Marc MacLeod, Executive Director, FRSC

Alicia Raynes, Recording Secretary, FRSC

Nick Cameron, Assistant Development Officer, FRSC

3. Approval of the Order of Business

The Chairperson asked for approval of the Order of Business

Motion: To approve the October 25, 2021 Agenda as presented with the re-numbering of number eight (8) "adjournment" to number nine (9) and the addition of number eight (8) "Human Resources – GNB Vaccination Policy" moved from closed session.

Moved: Director Grant
Seconded: Director O'Hara
Vote: Motion Carried

4. Disclosure of Conflict of Interest

None

5. Approval of the Minutes

Motion: To approve the August 23, 2021 minutes as presented.

Moved: Director MacKenzie
Seconded: Director Bedford
Vote: *Motion Carried*

6. Planning – Building Inspection – August & September, 2021

Nick Cameron, Assistant Development Officer, FRSC, presented both the August and September 2021 Reports for Building, Development & Planning for the Village of St. Martins & FRSC Rural areas. Year-to-date total estimated cost of construction at the end of August, 2021 was \$8,814,240 compared to 2020 which was \$6,323,900. Year-to-date total estimated cost of construction at the end of September, 2021 was \$10,157,240 compared to 2020 which was \$12,870,860.

Motion: To receive and file as presented.

Moved: Director MacCready
Seconded: Director Bedford
Vote: *Motion Carried*

7. Finance

a. 2022 Budget – Final Approval

Executive Director MacLeod presented an amended budget for 2022 noting that there was an error found on the last page of the budget under Local Planning. It was a typographic error; therefore, other than the error correction, no changes are required to the budget.

Motion: To approve the 2022 budget as presented.

Moved: Director Grant
Seconded: Director MacKenzie
Vote: *Motion Carried*

b. Q3 2021 Financial Statements

Executive Director MacLeod presented the Q3 Financial statements. It was explained that overall, the FRSC is sitting in a favorable position with a surplus of approximately \$430,000 at the end of the 3rd quarter.

Motion: To receive and file the Q3 2021 Financial Statements as presented.

Moved: Director O'Hara
Seconded: Director MacKenzie
Vote: *Motion Carried*

c. Stipend – Director MacKenzie

Executive Director MacLeod spoke with regards to the monthly stipend for Director MacKenzie. It was explained that Director MacKenzie would like to donate his monthly stipend. To facilitate this, it was further explained that Director MacKenzie needs to waive his monthly stipend; therefore, losing the right to the money and returning it to the Commission, who would be able to donate it to a charity on his behalf.

Motion: The FRSC approve the payment in the amount of the monthly stipend to a charity of Director MacKenzie's choice.

Moved: Director Riddell
Seconded: Director MacCready
Vote: *Motion Carried*

d. Capital Purchase – Storage

Executive Director MacLeod explained that currently, the FRSC is paying a rental fee for a container used for administration storage. We have new recycling containers, our compost containers and other storage needs that exceed capacity. The FRSC has an opportunity to purchase a sea can with 4 garage doors to be used for storage which would replace money being spent on rental fees.

Motion: To approve the purchase of a sea can with four (4) garage doors on the side for storage for up to \$15000 before taxes to be funded from operations.

Moved: Director O'Hara
Seconded: Director MacCready
Vote: *Motion Carried*

8. Human Resources – GNB Vaccination Policy

The GNB COVID-19 vaccination policy was discussed.

Motion: To develop a COVID-19 vaccine mandate consistent with the workforce vaccination policies from the Provincial government.



Moved: Director Cairns
Seconded: Director Bedford
Vote: *Motion Carried*

Chairperson Merrifield called for a motion to adjourn.

It was noted that the next meeting would be on November 22, 2021. In addition, the regular December meeting would be on December 20, 2021 which is the 3rd Monday of the month. This would be four (4) weeks from the previous meeting.

Motion: To adjourn the meeting at 11:53 a.m.

Moved: Director MacKenzie
Seconded: Director MacCready
Vote: *Motion Carried*

APPROVED (date) Nov. 22, 2021

Brittany Merrifield, Chairperson

Alicia Raynes, Recording Secretary

A meeting of the Board of Trustees, Kennebecasis Public Library was held on October 20, 2021 at 6:30pm via Zoom.

In Attendance: Mrs. L. Hansen, Chair; Ms. N. Emerson, Secretary; Mrs. Amy Watling, Treasurer; Ms. E. Greer, Vice-Chair, Mr. Kevin Winchester, Mrs. Susan Webber, Mr. Don Shea, Mr. Allison Maxwell

Regrets: N/A

Absences: Mr. Noah Donovan

Call to Order: Mrs. Hansen called the meeting to order at 6:32 pm.

Approval of Agenda

It was moved by Mr. Maxwell to approve the agenda. Mr. Shea seconded, and the motion carried.

Disposition of Minutes

Mrs. Webber moved to approve the minutes of the July regular meeting. Ms. Greer seconded, and the motion carried.

Communications

N/A

Report of the Librarian

Ms. Emerson presented her report to the board, including staff changes. Ms. Emerson outlined changes necessitated by the mandatory order, including those to the facility and programs, including the growth of passive programming and a predicted return to in-person programs. Discussion ensued.

Ms. Emerson described the changes to library operations since the September mandatory order. Proof of COVID-19 vaccination and a piece of ID for everyone over the age of 12 is now required to enter the library and to participate in programs.

Mr. Shea inquired if library staff are required to be vaccinated, and Ms. Emerson confirmed that this is the case.

Mrs. Watling moved to accept the Librarian's Report. Mr. Shea seconded, and the motion carried.

Financial Statement

Mrs. Watling presented the financial report, outlining the surpluses remaining for the financial year. Discussion ensued, including Ms. Emerson's plans to reduce the surplus before year-end.

Facilities Management

Ms. Emerson updated the library board on behalf of the facilities manager, Phil Shedd. Discussion ensued.

Mr. Maxwell moved to accept the committee reports as presented. Ms. Greer seconded, and the motion carried.

New and Unfinished Business

Mr. Maxwell raised the idea of 'face-to-face libraries' as a potential program. The idea of a theme such as academic or financial advice to guide the program is mentioned by Ms. Hansen, and that the Saint John Free Public Library has hosted a similar program with author Joan Hovey.

Mr. Winchester raised the idea of a podcast club as a potential program, where patrons gather to listen and discuss various podcasts together in a format similar to a book club.

Mrs. Watling raised the idea of Build A Book Bag, where staff can create bags containing a selection of reading materials for patrons based on their likes, dislikes, favourite authors, and areas of interest. Mr. Maxwell recommends TED Talks, and Ms. Hansen recommends NPR's Storyful as potential sources for podcasts.

Adjournment: As there was no other business, Mrs. Hansen moved that the meeting be adjourned at 7:04 pm.

Next Meeting: The next meeting is scheduled for November 17, 2021 at 6:30pm.

Respectfully submitted,



Norah Emerson
Library Director and Secretary to the Board

**KENNEBECASIS VALLEY FIRE DEPARTMENT INC BOARD MEETING
FIRE STATION ONE, CAMPBELL DRIVE, ROTHESAY, NB
OCTOBER 13, 2021**

Present: Chair Kirk Miller	John Jarvie, Administrator
Vice Chair Stéphane Bolduc	Chief Bill Ireland
Treasurer Peter Lewis	Carlene MacBean, Executive Assistant
Commissioner Mike Biggar	
Commissioner Norah Soobratee	
Commissioner Dave Brown	

1.0 Call to Order

Chair Miller called the meeting to order at 6:13 pm.

2.0 Chair's Remarks

None

3.0 Approval of Agenda

Moved by N. Soobratee and seconded by P. Lewis, to accept the agenda as provided.

CARRIED

4.0 Conflict of Interest

None

5.0 Approval of Previous Minutes

5.1 September 8, 2021

Moved by M. Biggar and seconded by S. Bolduc, that the minutes of September 8, 2021 be approved as presented.

CARRIED

6.0 Unfinished Business

6.1 Strategic Plan – Update

The presentation of the draft Strategic Plan was held for both councils and the Fire Board on Wednesday, September 15 at 7:00 pm in the Bill McGuire Centre. John Hambides of Pomax Consulting presented.

Chief Ireland provided a timeline of the creation of the strategic plan:

- October 2018 – Request for proposals for a strategic plan consultant closes with no bids.
- November 2018 – Fire Chief is directed to contact Pomax Consulting Inc. directly and request proposal
- December 2018 – Fire Board awards a \$12,000 contract to Pomax to develop the 2019-2024 Strategic Plan
- October 2019 – Fire Board receives and files the draft strategic plan and moves to forward to both Towns for review and offers to make presentation
- January 2020 – no formal response from either Town, draft plan is renamed 2020-2025 strategic plan
- March 2020 – a global pandemic postpones municipal elections and the Board tables the strategic plan
- September 2021 – Jon Hambides from Pomax Consulting Inc. presents the 2020-2025 strategic plan at a joint Council meeting

Moved by N. Soobratee and seconded by P Lewis, the Fire Board approve to remove the draft status from the 2020-2025 Strategic Plan and direct Chief Ireland to continue implementing the strategic priorities identified therein; subject to annual budget approval.

CARRIED

6.2 Tanker Response

At the September Board meeting, Commission Biggar asked a question regarding the frequency of tanker responses which Chief Ireland has compiled the statistics for. In response to the question, please be advised that between January 1, 2015 and August 31, 2021, the KVFD has responded to 250 fire incidents. Of those, Tank 1 responded to 138 incidents (55%) and Tank 2 responded to 121 incidents (48%).

Most structure fire responses in the departments non-hydrant area require both tankers to respond. The difference in the response totals between the two units is attributed to a variety of factors. For certain types of fire response (vehicle fires, outbuildings, etc.) a

single station responds and only one tanker is required. There are also times during the year when one apparatus may be out of service leaving just one tanker available to respond.

The percentage of fire calls requiring a tanker response has dropped slightly over the past three years as a result of the department no longer providing first due coverage to the LSD area. Our former LSD coverage area required a tanker response and also represented a disproportionate number of our fire incidents.

This data may be interpreted to conclude that during the period under review, roughly half of our fire incidents occurred in our non-hydrant area and required a tanker response for water supply. Please be aware that our hydrant versus non-hydrant area and the response districts for our two stations do not align with the municipal boundary and are based on response times (nearest apparatus) not the municipal boundary.

Moved by P. Lewis and seconded by N. Soobratee to receive and file.

CARRIED

7.0 Correspondence

7.1 Letter from Quispamsis re: Presentation Before Quispamsis Council

Moved by S. Bolduc and seconded by N. Soobratee to receive and file.

CARRIED

7.2 Letter to both Towns re: Draft 2022 Operating Budget & Capital Budgets for Joint Finance Committee

Moved by D. Brown and seconded by P. Lewis to receive and file.

CARRIED

8.0 New Business

None

9.0 Financial

9.1 Draft Financial Statements for the Month Ended August 31, 2021

Moved by D. Brown and seconded by P. Lewis to receive and file.

CARRIED

9.2 Budget Variance Analysis

Moved by D. Brown and seconded by P. Lewis to receive and file.

CARRIED

9.3 Draft 2022 Operating Budget Adjustment

The draft 2022 operating budget approved by the Fire Board included an overall increase of \$316,804 which represents a 5.63% year over year increase. As the result of a 2020 operating surplus which carries forward to 2022, the actual funding increase required by the two Towns was limited to \$243,757 or a 4.5% increase.

On September 23rd, the approved draft budget was presented to the Joint Finance Committee (JFC) and they have requested that the KVFD 2022 operating budget be amended so that the maximum increase in the municipal contribution does not exceed 4%. This will require a minimum of \$27,100 to be cut from the draft budget.

Chief Ireland outlined three options the Fire Board could take to reduce the budget. Upon discussion it was agreed that option two was the preferred by the Board. Since this option relates to personnel matters, further discussion will be had at the November meeting in closed session.

Moved by S. Bolduc and seconded by D. Brown to accept the request of the Joint Finance Committee and reduce the operating budget so that the maximum increase in the municipal contribution does not exceed 4%. The reduction will be achieved by making adjustments to personnel costs as proposed by the Chief. The amended budget is to be forwarded to both Councils for approval.

CARRIED

10.0 Business Arising from Committee of the Whole

None

11.0 Reports

11.1 Chief's Report

Moved by D. Brown and seconded by P. Lewis to receive and file.

CARRIED

11.2 Response Summary

Moved by S. Bolduc and seconded by D. Brown to receive and file.

CARRIED

12.0 Adjournment

Moved by P. Lewis that the meeting be adjourned at 7:12 pm.

Date of next meeting – November 10, 2021

Respectfully submitted,



CHAIR



SECRETARY / TREASURER

Statement of Expense with Budget Variance

2021 December 13 Open Session FINAL_086

For the 8 months ending August 31, 2021

Prepared October 8, 2021

		BUDGET	ACTUAL	VARIANCES	BUDGET
		YEAR TO DATE	YEAR to DATE	YEAR TO DATE	2021
				(Under Budget)	
REVENUE:					
1	Members Contributions	\$3,751,674	\$3,751,675	\$1	\$5,419,084
2	Rebate of Property Tax (Miscellaneous Rev	\$53,244	\$57,138	\$3,894	\$53,244
3	Local Service Districts	\$0	\$0	\$0	\$0
4	Revenue Fee Structure	\$0	\$70	\$70	\$0
5	Misc. Revenue	\$500	\$2,752	\$2,252	\$1,000
6	Interest Income C/A	\$3,333	\$4,135	\$802	\$5,000
7	Deficit 2nd previous year	\$145,730	\$145,730	\$0	\$145,730
8		\$3,954,481	\$3,961,500	\$7,019	\$5,624,058
EXPENSES:					
ADMINISTRATION:					
9	Admin. Wages and Benefits	\$434,116	\$419,065	(\$15,051)	\$656,100
10	Convention/dues/training	\$12,000	\$2,875	(\$9,125)	\$18,000
11	Administrative Agreement	\$6,000	\$6,000	\$0	\$12,000
12	Professional Services	\$33,667	\$18,069	(\$15,598)	\$50,500
13	Office supplies/Copy Machine/ S/C	\$4,967	\$6,128	\$1,162	\$7,450
14	Computer hardware/software/IT	\$20,200	\$18,094	(\$2,106)	\$32,900
15	Telephone/ Internet	\$9,333	\$9,172	(\$162)	\$14,000
16		\$520,283	\$479,402	(\$40,880)	\$790,951
FIREFIGHTING FORCE:					
17	Salaries Basic	\$1,822,400	\$1,726,594	(\$95,806)	\$2,787,200
18	Overtime	\$45,000	\$13,531	(\$31,469)	\$70,000
19	Vacation Pay on Retirement	\$10,607	\$0	(\$10,607)	\$10,607
20	Force Benefits	\$472,824	\$447,453	(\$25,371)	\$654,300
21	Career Uniforms and maintenance	\$18,667	\$8,752	(\$9,915)	\$28,000
22	Medical and Fitness Testing	\$13,333	\$9,190	(\$4,144)	\$20,000
23	Employee Wellness	\$5,333	\$7,143	\$1,810	\$8,000
24	Career Recognition	\$1,500	\$0	(\$1,500)	\$3,000
25	Holiday Relief Wages and overtime	\$221,719	\$221,790	\$71	\$339,100
26	Holiday Relief Benefits	\$73,689	\$70,174	(\$3,514)	\$112,700
27		\$2,685,072	\$2,504,627	(\$180,445)	\$4,032,907

2021 December Budget Session ACTUAL_087

		BUDGET YEAR TO DATE	ACTUAL YEAR to DATE	VARIANCES YEAR TO DATE	BUDGET 2021
TELECOMMUNICATIONS:					
28	Cellular Telephones	\$3,333	\$2,709	(\$625)	\$5,000
29	Communication Equipment	\$700	\$0	(\$700)	\$1,000
30	Maintenance / Repairs	\$350	\$36	(\$314)	\$700
31	Dispatch Service	\$150,279	\$150,278	(\$1)	\$200,372
32		<u>\$154,662</u>	<u>\$153,024</u>	<u>(\$1,639)</u>	<u>\$207,072</u>
INSURANCE:					
33	Insurance	\$50,000	\$52,362	\$2,362	\$50,000
34		<u>\$50,000</u>	<u>\$52,362</u>	<u>\$2,362</u>	<u>\$50,000</u>
PREVENTION AND TRAINING:					
35	Firefighter / Co. Officer Training	\$32,000	(\$3,312)	(\$35,312)	\$48,000
36	Fire Prevention	\$4,000	\$5,239	\$1,239	\$6,000
37	Public Education	\$1,667	\$0	(\$1,667)	\$2,500
38	Training Supplies	\$1,333	\$0	(\$1,333)	\$2,000
39		<u>\$39,000</u>	<u>\$1,927</u>	<u>(\$37,073)</u>	<u>\$58,500</u>
FACILITIES:					
40	Station 1 Operating	\$152,455	\$151,246	(\$1,209)	<i>\$178,600</i>
41	Station 2 Operating	\$32,792	\$34,806	\$2,014	<i>\$44,700</i>
42	Station Supplies	\$8,000	\$7,535	(\$465)	\$12,000
43		<u>\$193,247</u>	<u>\$193,588</u>	<u>\$341</u>	<u>\$235,300</u>
FLEET:					
44	Fuel Vehicle	\$13,333	\$11,548	(\$1,785)	\$20,000
45	Registration Vehicle	\$400	\$323	(\$77)	\$550
46	Vehicle Maint. & Repairs	\$56,667	\$46,333	(\$10,334)	\$85,000
47		<u>\$70,400</u>	<u>\$58,204</u>	<u>(\$12,196)</u>	<u>\$105,550</u>
OPERATIONS:					
48	New Equipment	\$14,667	\$4,922	(\$9,745)	\$22,000
49	Maint. & Repairs Equip.	\$16,667	\$12,580	(\$4,086)	\$25,000
50	Maint. & Repairs Bunker Gear	\$1,250	\$519	(\$731)	\$4,000
51	Medical Supplies	\$5,333	\$4,765	(\$568)	\$8,000
52	Fire Fighting Supplies	\$2,333	\$5,303	\$2,969	\$3,500
53	H&S/Cause determination	\$700	\$774	\$74	\$1,000
54		<u>\$40,950</u>	<u>\$28,863</u>	<u>(\$12,087)</u>	<u>\$63,500</u>

Prepared October 8, 2021

2021 December Budget Session Actual 088

	BUDGET YEAR TO DATE	ACTUAL YEAR to DATE	VARIANCES YEAR TO DATE	BUDGET 2021
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WATER COSTS:

55	Water Costs - Quispamsis	\$3,931	\$3,934	\$3	\$5,241
56	Water Costs - Rothesay	\$20,428	\$20,428	(\$0)	\$27,237
57		\$24,359	\$24,362	\$3	\$32,478

OTHER:

58	Miscellaneous	\$2,000	\$420	(\$1,580)	\$3,000
59	Retirement Allowance	\$29,867	\$29,867	(\$0)	\$44,800
60	Deficit 2nd Previous Year	\$0			
61		\$31,867	\$30,286	(\$1,580)	\$47,800
62		\$3,809,839	\$3,526,644	(\$283,195)	\$5,624,058
63	(DEFICIT) SURPLUS FOR THE PERIOD		\$434,855	\$290,214	\$0

2021December13OpenSessionFINAL_089

Kennebecasis Valley Fire Department Inc.

Budget Variances Analysis greater than \$5,000

For the 8 months ending August 31, 2021

Line #	Description	Budget YTD	Actual YTD	Variance	Details
(Under Budget)					
17	Salaries Basic	\$1,822,400	\$1,726,594	(\$95,806)	4 members on WSNB and budgeted for increase not yet negotiat
18	Overtime	\$45,000	\$13,531	(\$31,469)	As required
9	Admin. Wages and Benefits	\$434,116	\$419,065	(\$15,051)	Finance billing lower than budgeted
10	Conventions/Dues/Training	\$12,000	\$2,875	(\$9,125)	Reduced 3d party training and travel due to COVID
12	Professional Services	\$33,667	\$18,069	(\$15,598)	Expected labour related settlement invoices still outstanding
19	Vacation Pay on Retirement	\$10,607	\$0	(\$10,607)	As required
20	Force Benefits	\$472,824	\$447,453	(\$25,371)	Budgeted 2% premium increase but premiums actually dropped
21	Career Uniforms and maintenance	\$18,667	\$8,752	(\$9,915)	As required
34	Firefighter/Co. Officer Training	\$32,000	(\$3,312)	(\$35,312)	Little 3rd party training to date + Air Canada refunds from 2020 cancellations + Vertical Transport accrual from 2020
45	Vehicle Maint. & Repairs	\$56,667	\$46,333	(\$10,334)	As required
47	New Equipment	\$14,667	\$4,922	(\$9,745)	As required
Material Variances		\$2,952,614	\$2,684,280	(\$268,333)	

Kennebecasis Valley Fire Department Inc.

Invoices over \$5,000 (since last finance package)

For the 8 months ending August 31, 2021

Non-Recurring Monthly Invoices	Amount	Description
08-03-21 Safety Source	\$9,635.85	Standpipe - capital budget
08-10-20 Dobson Chrysler	\$42,009.53	2021 Dodge 1/2 Ton - capital budget
08-31-21 Murdoch Boyd Architects	\$47,193.13	Station 2 renovations - capital budget



Kennebecasis Valley Fire Department

Office of the Fire Chief

To: Joint Board of Fire Commissioners
From: Fire Chief Bill Ireland
Re: 2022 Operating Budget Adjustments
Date: October 6, 2021

Executive Summary

The draft 2022 operating budget approved by the Fire Board included an overall increase of \$316,804 which represents a 5.63% year over year increase. As the result of a significant 2020 operating surplus which carries forward to 2022, the actual funding increase required by the two Towns was limited to \$243,757 or a 4.5% increase.

On September 23, the approved draft budget was presented to the Joint Finance Committee (JFC) and they have requested that the KVFD 2022 operating budget be amended so that the maximum increase in the municipal contribution does not exceed 4%.

To comply with this request, we will need to reduce the municipal contributions to a maximum increase of \$216,657. This will require us to cut a minimum of \$27,100 from the draft budget.

The purpose of this memo is to present for your consideration, three options that will allow us to comply with the JFC request without significantly impacting our operations or our recommendation regarding a "three lines of defence" approach to mid-rise buildings.

Option 1 – Defer new hire date until April 1, 2022

The approved budget included a new position dedicated to public education and fire code enforcement. The cost was based on the rank equivalent of Lieutenant (mid-level manager) and was for the entire calendar year. Deferring the start date for this position until after the first quarter could potentially save \$25,697 in salary and benefit costs. This would reduce the municipal contribution increase to 4.02%.

Option 2 - Fill new position with internal candidate and replace with new hire

This option would be contingent upon promoting an existing employee to the new role described above and replacing them as an operational firefighter with a newly hired employee (Class 3 Firefighter). The predicted savings for this approach is \$19,784 assuming a current Class 1 firefighter was promoted to the new position. This would reduce the municipal contribution increase to 4.13% and may require additional cost cutting to achieve the requested change.

Option 3 – Reduction by a thousand cuts

The third option does not involve the new position but makes minor adjustments to other line items to cumulatively reduce the budget by the requested amount. My suggestions for line item reductions is:

Line 11 – Administration Agreement	\$ 4,800
Line 21 – Vacation Pay on Retirement	\$ 8,800
Line 40 – Firefighter Training	\$ 5,000
Line 54 – New Equipment	<u>\$ 8,500</u>
Total reductions	\$27,100

The administration agreement could be reduced by 40% to reflect Rothesay's contribution (Rothesay effectively pays themselves for this item). Vacation pay on retirement could be reduced by the amount potentially owed to one of the two employees eligible to retire. The speculation is that only one of these employees will actually retire in 2022. The firefighter training reduction is somewhat arbitrary and reflects part of the limits on discretionary spending. The new equipment reduction could be offset by allocating 2021 unallocated revenue to acquire equipment planned for 2022.

Recommendation

That the Board accept Option 1 and reduce the 2022 operating budget by approximately \$26,000 to satisfy the recommendation of the Joint Finance Committee.



Kennebecasis Valley Fire Department

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

October 13, 2021

Fire Prevention Week

For the second consecutive year, we were forced to cancel our annual fire prevention open-house at Station 1 because of the on-going pandemic. This year's campaign, "Learn the Sounds of Fire Safety!" was designed to educate everyone about the different sounds that smoke and carbon monoxide alarms make. Knowing what to do when an alarm sounds will keep you and your family safe. When an alarm makes noises – a beeping sound or a chirping sound – you must take action! During the week of October 3-9 we shared information on smoke alarms, carbon monoxide alarms and other home safety tips.

School Fire Drills

With school aged children returning to the classroom this fall we have been visiting schools within the KV to observe their annual fire drills. The National Fire Code requires schools attended by children to conduct total evacuation fire drills at least three times in each of the fall and spring semesters. We attend at least one of the drills to assist school administrators with fire and evacuation plans and to educate them on the fire department response to emergencies at the school. We will continue these visits over the next month and appreciate the cooperation between our fire department and our schools.

Cancer Awareness Month

Because of the nature of our work, firefighters are recognized as a "special population" as they face a higher risk of developing certain types of cancers than the general population. In September, our medical advisor Dr. Tushar Pishe made a presentation to our firefighters discussing cancer risk, the details of our annual medical screening and steps our firefighters can take to help prevent cancer.

October is Breast Cancer Awareness month and the KVFD is showing their support by wearing pink t-shirts and/or pink rank designation epaulettes on their uniforms while on-duty.

2021December13OpenSessionFINAL_093

Response Types Kennebecasis Valley Fire Department		Jan 2021	Historical Average	Feb 2021	Historical Average	Mar 2021	Historical Average	April 2021	Historical Average	May 2021	Historical Average	June 2021	Historical Average	July 2021	Historical Average	Aug 2021	Historical Average	Sept 2021	Historical Average	2021 YTD	Historical Average
	Fire/explosion - dollar loss	4	3	1	4	4	2	0	3	5	3	6	3	2	4	3	3	1	3	26	29
	Rubbish/grass fire - no dollar loss	0	2	0	1	2	2	5	7	9	13	5	7	1	9	1	8	2	6	25	54
	Chimney Fire	1	2	0	1	0	2	0	1	0	0	0	0	0	0	0	0	0	0	1	6
Total	Fire	5	7	1	6	6	6	5	11	14	16	11	10	3	13	4	11	3	8	52	88
	Rescue - Miscellaneous	0	1	1	1	0	0	0	0	2	1	0	1	1	1	1	1	0	1	5	7
	Vehicle Accident	3	10	6	8	6	7	10	6	8	8	8	8	6	9	5	9	12	9	64	73
Total	Rescue	3	11	7	9	6	8	10	6	10	9	8	9	7	10	6	10	12	9	69	79
	Public Hazard - gasoline or fuel spill	0	1	0	0	0	0	0	1	1	1	1	1	1	1	1	1	0	0	4	5
	Public Hazard - power line down / utility pole hazard	1	5	1	2	0	1	0	2	0	2	1	1	1	6	0	2	0	3	4	26
	Public Hazard - miscellaneous	0	2	0	1	0	1	1	1	0	2	0	1	0	2	1	1	2	1	4	13
Total	Public hazard	1	7	1	4	0	2	1	4	1	4	2	3	2	8	2	4	2	4	12	41
	Gas Leak - propane	1	1	2	1	2	0	1	0	0	1	0	0	0	0	1	0	1	0	8	4
	Gas Leak - response to carbon monoxide detector alarm	7	2	6	1	9	1	3	1	0	0	1	0	0	1	0	0	1	1	27	8
Total	Gas leak	8	3	8	2	11	1	4	2	0	1	1	1	0	1	1	1	2	1	35	11
	Public Service - first aid	39	49	31	51	36	56	47	50	45	48	38	49	44	51	44	47	44	43	368	447
	Public Service - assist police or other agency	0	2	0	1	1	1	0	1	0	0	0	1	0	1	0	1	0	1	1	7
	Public Service - mutual aid	0	1	2	1	1	1	3	1	0	1	0	1	0	1	2	1	1	1	9	7
	Public Service - citizens trapped in elevator					1		0		1		0	0	0	0	0	0	0	0	2	0
	Public Service - animal rescue	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	2
	Public Service - flooding	1	5	0	1	0	2	0	0	1	1	0	0	0	2	0	1	1	2	3	11
	Public Service- miscellaneous	1	3	0	1	1	1	1	1	0	2	2	2	4		1		0	2	10	9
Total	Public services	41	59	33	54	40	61	51	51	47	51	40	52	48	55	47	51	46	49	393	480
	Alarm No Fire - accidental miscellaneous	4	4	1	3	1	4	5	2	0	4	3	3	4	2	4	4	9	4	31	28
	Alarm No Fire - smoke or steam mistaken	0	1	0	1	1	1	1	0	0	2	0	1	0	1	0	1	0	1	2	8
	Alarm No Fire - sprinkler surge or discharge	0	1	0	0	0	0	1	0	0	0	0	0	1	0	0	0	0	0	2	2
	Alarm No Fire - detector activated	4	4	1	4	1	5	0	2	3	4	8	5	4	7	15	7	2	8	38	42
	Alarm No Fire - unknown odours	1	0	1	1	1	1	1	0	1	0	0	0	0	0	0	0	1	1	5	4
	Alarm No Fire - miscellaneous	0	2	0	1	0	2	1	2	0	2	1	2	1	3	0	3	0	2	3	18
Total	Alarm no fire - No malicious intent	9	12	3	10	4	13	9	6	3	11	12	12	10	14	19	15	12	15	81	100
	False Alarm (Mischief) - miscellaneous	1	0	1	0	0	0	0	0	1	0	0	0	1	1	0	1	0	1	4	3
Total	False alarm - Mischief	1	0	1	0	0	0	0	1	1	0	0	0	1	1	0	1	0	1	4	3
Total	Response Types Kennebecasis Valley Fire	68	98	54	85	67	91	80	85	76	93	74	86	71	102	79	93	77	88	646	811



Kennebecasis Valley Fire Department

To: Catherine Snow, Town Clerk, Quispamsis
Mary Jane Banks, Town Clerk / Director of Administrative Services, Rothesay

From: Carlene MacBean

Re: 2022 Meeting Dates

Date: December 9, 2021

The following is the list of Fire Board meeting dates for the coming year which was approved at the December 8, 2021 meeting. According to the Regional Agreement, the Fire Board must meet five (5) times per year.

February 9, 2022

April 13, 2022

June 8, 2022

September 14, 2022

October 12, 2022

November 9, 2022

Typically, the Fire Board does not meet in July and August. During the budget process in the Fall, the Fire Board meets each month. As always, should a special meeting be required on an issue one can be called within 48 hours notice.

Town of Rothesay

General Fund Financial Statements

2021-10-31

Includes:

General Capital Fund Balance Sheet	G2
General Reserve Fund Balance Sheet	G3
General Operating Fund Balance Sheet	G4
General Operating Revenue & Expenditures	G5-G9
Variance Report	G10
Capital Summary	G11

Town of Rothesay

Balance Sheet - Capital General Fund 2021-10-31

ASSETS

Capital Assets - General Land	4,515,620
Capital Assets - General Fund Land Improvements	8,549,962
Capital Assets - General Fund Buildings	5,492,528
Capital Assets - General Fund Vehicles	3,862,581
Capital Assets - General Fund Equipment	3,463,504
Capital Assets - General Fund Roads & Streets	42,993,433
Capital Assets - General Fund Drainage Network	20,857,922
Capital Assets - Under Construction - General	1,035,502
	<u>90,771,053</u>

Accumulated Amortization - General Fund Land Improvements	(4,180,268)
Accumulated Amortization - General Fund Buildings	(2,530,042)
Accumulated Amortization - General Fund Vehicles	(2,150,442)
Accumulated Amortization - General Fund Equipment	(1,632,966)
Accumulated Amortization - General Fund Roads & Streets	(21,477,848)
Accumulated Amortization - General Fund Drainage Network	(7,473,121)
	<u>(39,444,687)</u>

\$ 51,326,366

LIABILITIES AND EQUITY

Gen Capital due to/from Gen Operating	(510,000)
Total Long Term Debt	6,128,000

Total Liabilities \$ 5,618,000

Investment in General Fund Fixed Assets 45,708,366

\$ 51,326,366

Town of Rothesay

Balance Sheet - General Fund Reserves

2021-10-31

ASSETS

BNS Gas Tax Interest Account	4,524,342
BNS General Operating Reserve #214-15	904,347
BNS General Capital Reserves #2261-14	1,128,768
	<u>\$ 6,557,457</u>

LIABILITIES AND EQUITY

Def. Rev - Gas Tax Fund - General	4,100,187
Invest. in General Capital Reserve	960,392
General Gas Tax Funding	424,155
Invest. in General Operating Reserve	904,347
Invest. in Land for Public Purposes Reserve	149,399
Invest. in Town Hall Reserve	18,978
	<u>\$ 6,557,457</u>

Town of Rothesay
Balance Sheet - General Operating Fund
2021-10-31

CURRENT ASSETS

Cash	2,783,592
Receivables	107,390
HST Receivable	426,145
Inventory	16,268
Gen Operating due to/from Util Operating	(432,742)
Total Current Assets	<u>2,900,652</u>
Other Assets:	
Projects	<u>3,555,832</u>
	<u>3,555,832</u>
TOTAL ASSETS	<u><u>6,456,485</u></u>

CURRENT LIABILITIES AND EQUITY

Accounts Payable	1,654,389
Other Payables	367,476
Gen Operating due to/from Gen Capital	510,000
Accrued Sick Leave	6,600
Accrued Pension Obligation	(5,207)
Accrued Retirement Allowance	404,054
REDA Payable	3,447
Def. Rev-Quispamsis/Library Share	<u>57,731</u>
TOTAL LIABILITIES	<u><u>2,998,490</u></u>

EQUITY

Retained Earnings - General	81,356
Surplus/(Deficit) for the Period	<u>3,376,638</u>
	<u>3,457,994</u>
	<u><u>6,456,485</u></u>

2021December13OpenSessionFINAL_099

Town of Rothesay

Statement of Revenue & Expenditure
10 Months Ended 2021-10-31

	CURRENT MONTH	BUDGET FOR MONTH	CURRENT Y-T-D	BUDGET Y-T-D	VARIANCE Better(Worse)	NOTE #	ANNUAL BUDGET
REVENUE							
Warrant of Assessment	1,416,858	1,416,858	14,168,583	14,168,583	0		17,002,299
Sale of Services	71,354	61,175	365,879	361,733	4,146		465,600
Services to Province of New Brunswick	5,000	5,000	47,812	50,000	(2,188)		60,000
Other Revenue from Own Sources	24,693	11,213	110,367	98,834	11,533		115,259
Unconditional Grant	10,933	10,933	109,328	109,328	0		131,193
Conditional Transfers	0	0	1,041,854	26,500	1,015,354		26,500
Other Transfers	0	0	1,037,522	819,649	217,873		1,082,149
	<u>\$1,528,838</u>	<u>\$1,505,179</u>	<u>\$16,881,344</u>	<u>\$15,634,626</u>	<u>\$1,246,718</u>		<u>\$18,883,000</u>
EXPENSES							
General Government Services	147,239	143,069	1,850,761	2,030,009	179,248		2,416,763
Protective Services	403,557	406,934	4,632,064	4,625,340	(6,725)		5,439,207
Transportation Services	225,244	255,965	2,762,200	2,956,380	194,180		3,687,492
Environmental Health Services	68,491	76,833	709,697	708,333	(1,364)		842,000
Environmental Development	62,321	72,862	441,580	567,649	126,068		649,200
Recreation & Cultural Services	228,976	243,079	1,920,592	1,871,220	(49,373)		2,147,204
Fiscal Services	187	333	1,187,810	488,686	(699,124)		3,701,134
	<u>\$1,136,016</u>	<u>\$1,199,075</u>	<u>\$13,504,706</u>	<u>\$13,247,616</u>	<u>-\$257,089</u>		<u>\$18,883,000</u>
Surplus (Deficit) for the Year	<u>\$392,822</u>	<u>\$306,104</u>	<u>\$3,376,638</u>	<u>\$2,387,010</u>	<u>\$989,628</u>		<u>\$ (0)</u>

2021December13OpenSessionFINAL_100

Town of Rothesay

Statement of Revenue & Expenditure
10 Months Ended 2021-10-31

	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	3,455	1,667	12,322	16,667	(4,345)	1	20,000
Town Hall Rent	6,399	6,083	63,524	60,833	2,690		73,000
Arena Revenue	52,067	42,725	177,065	181,567	(4,501)	2	265,200
Community Garden	0	0	600	1,000	(400)		1,000
Fox Farm Rental	1,750	1,700	15,750	17,000	(1,250)		20,400
Recreation Programs	7,685	9,000	96,618	84,667	11,952	3	86,000
	71,354	61,175	365,879	361,733	4,146		465,600
Other Revenue from Own Sources							
Licenses & Permits	18,519	6,250	70,774	62,500	8,274		75,000
KVFD Admin Penalties	0	0	3,150	0	3,150		0
Recycling Dollies & Lids	37	50	751	500	251		600
Interest & Sundry	1,221	1,167	13,651	11,667	1,984		14,000
Miscellaneous	1,916	746	5,287	7,459	(2,172)		8,951
Fire Dept. Administration	3,000	3,000	12,000	12,000	0		12,000
History Book Sales	0	0	45	0	45		0
Local Improvement Levy Mulberry Lane	0	0	4,708	4,708	0		4,708
	24,693	11,213	110,367	98,834	11,533		115,259
Conditional Transfers							
Canada Day Grant	0	0	1,600	1,500	100		1,500
Grant - Other	0	0	1,040,254	25,000	1,015,254		25,000
	0	0	1,041,854	26,500	1,015,354	4	26,500
Other Transfers							
Surplus of 2nd Previous Year	0	0	250,022	32,149	217,873	5	32,149
Utility Fund Transfer	0	0	787,500	787,500	0		1,050,000
	0	0	1,037,522	819,649	217,873		1,082,149
EXPENSES							
General Government Services							
Legislative							
Mayor	3,104	4,036	30,459	38,929	8,470		47,000
Councillors	10,821	12,056	104,498	111,988	7,491		136,100
Regional Service Commission 9	1,307	0	5,226	3,920	(1,307)		5,226
Other	547	1,292	3,197	12,917	9,720		13,500
	15,779	17,383	143,379	167,753	24,374		201,826
Administrative							
Office Building	6,912	11,092	142,932	156,517	13,584		177,500
Solicitor	0	4,167	8,063	41,667	33,604	6	50,000
Administration - Wages & Benefits	90,694	80,477	768,055	844,283	76,227	7	1,107,747
Covid-19 Expenses	3,926	2,083	17,972	20,833	2,861		25,000
Supplies	17,724	11,950	105,174	119,498	14,324	8	143,398
Professional Fees	383	2,500	13,236	25,000	11,764		30,000
Other	5,771	9,458	99,914	107,582	7,668		126,498
	125,411	121,727	1,155,348	1,315,379	160,032		1,660,143

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Other General Government Services						
Community Communications	0	833	1,231	8,333	7,103	10,000
Civic Relations	0	83	135	833	699	1,000
Insurance	0	0	247,058	223,290	(23,768)	223,290
Donations	6,050	2,833	16,450	28,333	11,883	34,000
Cost of Assessment	0	0	266,004	266,004	(0)	266,004
Property Taxes - L.P.P.	0	0	16,782	18,000	1,218	18,000
Fox Farm Rental Expenses	0	208	4,375	2,083	(2,291)	2,500
	6,050	3,958	552,034	546,877	(5,158)	554,794
	147,239	143,069	1,850,761	2,030,009	179,248	2,416,763
Protective Services						
Police						
Police Protection	233,517	233,517	2,369,526	2,335,170	(34,356)	2,802,204
Crime Stoppers	0	0	2,800	2,800	0	2,800
	233,517	233,517	2,372,326	2,337,970	(34,356)	2,805,004
Fire						
Fire Protection	169,958	169,958	1,916,726	1,922,786	6,060	2,262,703
Water Costs Fire Protection	0	0	330,000	330,000	0	330,000
	169,958	169,958	2,246,726	2,252,786	6,060	2,592,703
Emergency Measures						
EMO Director/Committee	81	1,667	813	16,667	15,854	20,000
	81	1,667	813	16,667	15,854	20,000
Other						
Animal & Pest Control	0	792	1,421	7,917	6,496	9,500
Other	0	1,000	10,779	10,000	(779)	12,000
	0	1,792	12,200	17,917	5,717	21,500
Total Protective Services	403,557	406,934	4,632,064	4,625,340	(6,725)	5,439,207

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Transportation Services

Common Services

Administration (Wages & Benefits)	140,964	141,740	1,418,414	1,484,711	66,298 ¹²	1,835,500
Workshops, Yards & Equipment	34,005	50,750	509,582	552,500	42,917 ¹³	654,000
Engineering	0	625	0	6,250	6,250	7,500
	<u>174,970</u>	<u>193,115</u>	<u>1,927,996</u>	<u>2,043,461</u>	<u>115,465</u>	<u>2,497,000</u>

Street Cleaning & Flushing	24,077	0	37,137	44,000	6,863	44,000
Roads & Streets	8,993	4,167	64,713	41,667	(23,046) ¹⁴	50,000
Crosswalks & Sidewalks	582	2,933	11,026	18,127	7,100	19,992
Culverts & Drainage Ditches	0	3,083	55,572	48,833	(6,739) ¹⁵	65,000
Snow & Ice Removal	2,156	33,458	383,542	455,583	72,041 ¹⁶	651,500
Flood Costs	0	0	0	40,000	40,000 ¹⁷	40,000
	<u>35,808</u>	<u>43,641</u>	<u>551,991</u>	<u>648,210</u>	<u>96,220</u>	<u>870,492</u>

Street Lighting	12,552	10,833	122,729	108,333	(14,396) ¹⁸	130,000
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Traffic Services

Street Signs	0	1,000	8,930	10,000	1,070	12,000
Traffic Lanemarking	0	2,000	25,677	30,000	4,323	30,000
Traffic Signals	584	3,333	43,650	33,333	(10,317) ¹⁹	40,000
Railway Crossing	1,184	1,833	19,144	18,333	(811)	22,000
	<u>1,768</u>	<u>8,167</u>	<u>97,401</u>	<u>91,667</u>	<u>(5,735)</u>	<u>104,000</u>

Public Transit

Public Transit - Comex Service	0	0	60,623	62,625	2,002	83,500
Public Transit - Other	146	208	1,460	2,083	623	2,500
	<u>146</u>	<u>208</u>	<u>62,083</u>	<u>64,708</u>	<u>2,625</u>	<u>86,000</u>

Total Transportation Services	<u>225,244</u>	<u>255,965</u>	<u>2,762,200</u>	<u>2,956,380</u>	<u>194,180</u>	<u>3,687,492</u>
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Environmental Health Services

Solid Waste Disposal Land Fill garbage	17,407	16,667	160,275	166,667	6,391	200,000
Solid Waste Disposal Landfill Compost	3,490	2,833	43,378	28,333	(15,044)	34,000
Solid Waste Collection Fero	47,594	47,333	475,812	473,333	(2,478)	568,000
Clean Up Campaign	0	10,000	30,233	40,000	9,767	40,000
	<u>68,491</u>	<u>76,833</u>	<u>709,697</u>	<u>708,333</u>	<u>(1,364)</u>	<u>842,000</u>

Environmental Development Services

Planning & Zoning

Administration	25,321	32,571	293,580	389,532	95,952 ^{20/21}	466,500
Planning Projects	0	2,083	0	20,833	20,833 ²²	25,000
Heritage Committee	0	208	0	2,083	2,083	2,500
	<u>25,321</u>	<u>34,862</u>	<u>293,580</u>	<u>412,449</u>	<u>118,868</u>	<u>494,000</u>

Envision Saint John

Tourism	37,000	38,000	148,000	152,000	4,000	152,000
	<u>0</u>	<u>0</u>	<u>0</u>	<u>3,200</u>	<u>3,200</u>	<u>3,200</u>
	<u>37,000</u>	<u>38,000</u>	<u>148,000</u>	<u>155,200</u>	<u>7,200</u>	<u>155,200</u>
	<u>62,321</u>	<u>72,862</u>	<u>441,580</u>	<u>567,649</u>	<u>126,068</u>	<u>649,200</u>

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Recreation & Cultural Services

Administration	19,830	24,129	266,850	272,665	5,816	332,300
Beaches	0	0	45,494	50,636	5,142	50,636
Rothsay Arena	17,625	30,350	265,129	247,700	(17,428)	315,000
Memorial Centre	5,889	5,667	61,740	64,667	2,927	76,000
Summer Programs	1,392	652	56,625	61,520	4,895	62,824
Parks & Gardens	60,024	55,545	558,191	525,641	(32,550)	613,500
Rothsay Common Rink	1,554	2,218	58,778	32,397	(26,382)	43,976
Playgrounds and Fields	8,730	10,333	104,668	104,833	166	124,000
Regional Facilities Commission	98,281	98,281	410,103	393,125	(16,978)	393,125
Kennebecasis Public Library	7,404	7,404	74,036	74,036	0	88,843
Special Events	746	1,000	11,480	36,500	25,020	39,500
PRO Kids	7,500	7,500	7,500	7,500	0	7,500
	<u>228,976</u>	<u>243,079</u>	<u>1,920,592</u>	<u>1,871,220</u>	<u>(49,373)</u>	<u>2,147,204</u>

Fiscal Services**Debt Charges**

Interest	187	333	93,810	94,686	876	182,134
Debenture Payments	0	0	394,000	394,000	0	804,000
	<u>187</u>	<u>333</u>	<u>487,810</u>	<u>488,686</u>	<u>876</u>	<u>986,134</u>

Transfers To:

Capital Fund for Capital Expenditures	0	0	0	0	0	2,715,000
Reserve Funds	0	0	700,000	0	(700,000)	0
	<u>0</u>	<u>0</u>	<u>700,000</u>	<u>0</u>	<u>(700,000)</u>	<u>2,715,000</u>
	<u>187</u>	<u>333</u>	<u>1,187,810</u>	<u>488,686</u>	<u>(699,124)</u>	<u>3,701,134</u>

Town of Rothesay

Variance Report - General Fund

10 months ending October 31, 2021

Note #	Revenue	Actual	Budget	Better/(Worse)	Description of Variance
1	Bill McGuire Memorial Centre	\$ 12,322	\$ 16,667	\$ (4,345)	Closed
2	Arena Revenue	\$ 177,065	\$ 181,567	\$ (4,502)	Arena closed due to covid
3	Recreation Programs	\$ 96,618	\$ 84,667	\$ 11,951	Playground revenue greater than expected
4	Conditional Transfers	\$ 1,041,854	\$ 26,500	\$ 1,015,354	Safe Restart Covid funding, and SEED \$30k higher than expected
5	Other Transfers	\$ 250,022	\$ 32,149	\$ 217,873	P-Gap transfer
		Total	\$	1,236,331.00	
		Variance per Statement	\$	1,246,718.00	
		Explained		99%	

Expenses

General Government

6	Solicitor	\$ 8,063	\$ 41,667	\$ 33,604	fewer services required to date
7	Admin wages and benefits	\$ 768,055	\$ 844,283	\$ 76,228	one staff short
8	Supplies - Information systems	\$ 105,174	\$ 119,498	\$ 14,324	timing, to be spent later
9	Insurance	\$ 247,058	\$ 223,290	\$ (23,768)	Increase in premiums

Protective Services

10	Police Protection	\$ 2,369,526	\$ 2,335,170	\$ (34,356)	Extraneous costs
11	EMO Director/Committee	\$ 813.00	\$ 16,667	\$ 15,854	Timing

Transportation

12	Administration	\$ 1,418,414	\$ 1,484,711	\$ 66,297	Wages and benefits lower than budget + less OT
13	Workshops, Yards & Equipment	\$ 509,582	\$ 552,500	\$ 42,918	Timing
14	Roads and Street	\$ 64,713	\$ 41,667	\$ (23,046)	cost of supplies higher
15	Culverts & Drainage Ditches	\$ 55,572	\$ 48,833	\$ (6,739)	Stockpiling pipe & rock due to price increases
16	Snow & Ice Removal	\$ 383,542	\$ 455,583	\$ 72,041	minimal snow/ice for early 2021
17	Flood 2020	\$ -	\$ 40,000	\$ 40,000	no flood
18	Street Lighting	\$ 122,729	\$ 108,333	\$ (14,396)	higher than expected
19	Traffic signals	\$ 43,650	\$ 33,333	\$ (10,317)	Remove and replace Marr Road traffic controls

Environmental Health

Environmental Development

20	Software and Equipment	\$ 48,590	\$ 92,000	\$ 43,410	software budget may be high
21	Planning bylaw enforcement	\$ 1,750	\$ 29,167	\$ 27,417	timing, expected to be spent
22	Planning Projects	\$ -	\$ 20,833	\$ 20,833	

Recreation & Cultural Services

23	Rothesay Arena	\$ 265,129	\$ 247,700	\$ (17,429)	Zamboni \$10K, Arena compressor \$15K
24	Parks & Gardens	\$ 558,191	\$ 525,641	\$ (32,550)	Increase in fuel \$10K, wages not allocated to arena
25	Rothesay Common	\$ 58,778	\$ 32,397	\$ (26,381)	\$15k zamboni repair, no budget allocation for wages
26	Regional Facilities Commission	\$ 410,103	\$ 393,125	\$ (16,978)	Adjustment for 2021
27	Special Events	\$ 11,480	\$ 36,500	\$ 25,020	Canada Day cancelled

Fiscal Services

28	Transfer to reserve	\$ 700,000	\$ -	\$ (700,000)	Transferred money to reserve
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Total \$ (428,014)
Variance per Statement \$ (257,089)
Explained 166%

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Town of Rothesay

Capital Projects 2021

General Fund

10 Months Ended 2021-10-31

	Original BUDGET	CURRENT Y-T-D	Remaining Budget
General Government			
12021860 Town Hall Improvements G-2020-009	120,000	91,375	28,625
12010560 Town Hall Improvements G-2020-009	0	256	-256
12010660 IT 2020 G-2020-008	38,000	0	38,000
12010060 General Projects from Reserves		96,653	-96,653
Total General Government	158,000	188,284	-30,284

Protective Services			
12011560 Protective Serv. Equipment Purchases P-20;	136,000	25,496	110,504
Total Protective Services	136,000	25,496	110,504

Transportation			
12021360 Transportation Equipment Purchases T-202	600,000	295,481	304,519
12024360 Floating Dock T-2021-014	0	132,173	-132,173
12027560 Stormwater Master Plan T-2020-013	200,000	87,342	112,658
12027960 Intersection Improvement Spruce/Clark T-	300,000	508,849	-208,849
12027760 2021 Asphalt Engineering T-2021-001	2,020,000	1,781,166	238,834
Unassigned:			
12027460 Designated Highway	1,100,000	19,454	1,080,547
Total Transportation	4,220,000	2,824,464	1,395,536

Recreation			
12020860 Recreation Equipment Purchases R-2020-00	25,000	22,317	2,683
12027160 Wells Field Replacement R-2020-002	250,000	155,694	94,306
12020760 Trail Development R-2020-007	50,000	0	50,000
12027860 2021 Wells Building R-2021-002	61,000	16,369	44,631
12012060 Arena Renovation R-2020-011	600,000	283,831	316,169
Total Recreation	986,000	478,211	507,789

Carryovers			
12027660 Traffic Study T-2020-014	0	34,618	-34,618
12026860 Church Avenue Reconstruction T-2019-002	0	4,759	-4,759
	0	39,377	-39,377

Total	\$ 5,500,000	\$ 3,555,832	\$ 1,944,168
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2021 Budget and Funding Allocation

Funding	2021	Operating	Reserve	Borrow	Gas Tax	Grant
General Government	158,000	158,000				
Protective Services	136,000	136,000				
Transportation	4,220,000	2,285,000	200,000	300,000	610,000	825,000
Recreation	986,000	136,000	250,000		600,000	
	\$ 5,500,000	\$ 2,715,000	\$ 450,000	\$ 300,000	\$ 1,210,000	\$ 825,000

	Budget
Street sweeper	325,000
Sidewalk plow	200,000
RO83 1/2Ton	50,000
Highway Signs	25,000

600,000

Town of Rothesay

Utility Fund Financial Statements

October 31, 2021

Attached Reports:

Capital Balance Sheet	U1
Reserve Balance Sheet	U2
Operating Balance Sheet	U3
Operating Income Statement	U4
Variance Report	U5
Capital Summary	U6

Town of Rothesay

Capital Balance Sheet

As at 2021-10-31

ASSETS

Assets:

Capital Assets - Under Construction - Utilities	1,523,835
Capital Assets Utilities Land	119,970
Capital Assets Utilities Buildings	1,953,740
Capital Assets Utilities Equipment	803,922
Capital Assets Utilities Water System	27,756,293
Capital Assets Utilities Sewer System	24,095,854
Capital Assets Utilities Land Improvements	42,031
Capital Assets Utilities Roads & Streets	220,011
Capital Assets Utilities Vehicles	113,001
	<u>56,628,658</u>

Accumulated Amortization Utilites Buildings	(725,668)
Accumulated Amortization Utilites Water System	(8,223,909)
Accumulated Amortization Utilites Sewer System	(8,955,197)
Accumulated Amortization Utilites Land Improvements	(42,031)
Accumulated Amortization Utilites Vehicles	(30,341)
Accumulated Amortization Utilites Equipment	(222,747)
Accumulated Amortization Utilites Roads & Streets	(19,067)
	<u>(18,218,960)</u>

TOTAL ASSETS

38,409,699LIABILITIES

Current:

Util Capital due to/from Util Operating	(850,000)
Total Current Liabilities	<u>(850,000)</u>

Long-Term:

Long-Term Debt	8,832,192
Total Liabilities	<u>7,982,192</u>

EQUITY

Investments:

Investment in Fixed Assets	30,427,507
Total Equity	<u>30,427,507</u>

TOTAL LIABILITIES & EQUITY

38,409,699

Town of Rothesay

Balance Sheet - Utilities Fund Reserves

2021-10-31

ASSETS

BNS Utility Capital Reserve # 00241 12	1,283,175
	<u>\$ 1,283,175</u>

LIABILITIES AND EQUITY

Invest. in Utility Capital Reserve	882,337
Invest. in Utility Operating Reserve	105,730
Invest. in Sewerage Outfall Reserve	295,109
	<u>\$ 1,283,175</u>

Town of Rothesay

Utilities Fund Operating Balance Sheet

As at 2021-10-31

ASSETS

Current assets:	
Accounts Receivable Net of Allowance	724,312
Total Current Assets	<u>724,312</u>
Other Assets:	
Projects	1,271,028
	<u>1,271,028</u>
 TOTAL ASSETS	 <u>\$ 1,995,339</u>

LIABILITIES

Accrued Payables	41,133
Due from General Fund	(432,742)
Due to Capital Fund	850,000
Deferred Revenue	13,346
Total Liabilities	<u>471,737</u>

EQUITY

Surplus:	
Opening Retained Earnings	48,220
Profit (Loss) to Date	1,475,382
	<u>1,523,602</u>
 TOTAL LIABILITIES & EQUITY	 <u>\$ 1,995,339</u>

Town of Rothesay
Utilities Operating Income Statement
10 Months Ended 2021-10-31

	CURRENT MONTH	BUDGET FOR MONTH	CURRENT YTD	BUDGET YTD	VARIANCE Better(Worse)	NOTE #	ANNUAL BUDGET
RECEIPTS							
Sale of Water	6,918	6,890	873,447	855,120	18,327	1	1,127,500
Meter and non-hookup fees	0	0	43,133	35,400	7,733		47,200
Water Supply for Fire Prot.	0	0	330,000	330,000	0		330,000
Local Improvement Levy	0	0	61,859	62,000	(141)		62,000
Sewerage Services	(454)	0	1,804,414	1,800,000	4,414		1,800,000
Connection Fees	9,000	5,833	60,250	58,333	1,917		70,000
Interest Earned	7,724	6,667	90,007	66,667	23,340	2	80,000
Misc. Revenue	750	561	5,963	5,606	357		6,727
Infrastructure Grants	0	0	1,000	0	1,000	3	0
Surplus - Previous Years	0	0	34,573	34,573	0		34,573
TOTAL RECEIPTS	23,938	19,950	3,304,646	3,247,699	56,947		3,558,000
WATER SUPPLY							
Share of Overhead Expenses	0	0	315,000	315,000	0		420,000
Audit/Legal/Training	7,564	792	20,077	10,917	(9,160)	4	12,500
Purification & Treatment	14,643	33,333	344,530	353,333	8,804	5	420,000
Transmission & Distribution	666	10,833	46,802	108,333	61,531	6	130,000
Power & Pumping	2,290	3,500	34,578	35,000	422		42,000
Billing/Collections	(2,545)	0	1,972	0	(1,972)		0
Water Purchased	161	63	901	625	(276)		750
Misc. Expenses	939	250	5,795	8,500	2,705		15,000
TOTAL WATER SUPPLY	23,716	48,771	769,653	831,708	62,055		1,040,250
SEWERAGE COLLECTION & DISPOSAL							
Share of Overhead Expenses	0	0	472,500	472,500	0		630,000
Audit/Legal/Training	0	625	7,089	13,250	6,161		14,500
Collection System Maintenance	19,112	3,667	59,737	57,667	(2,070)		64,000
Sewer Claims	4,779	1,667	19,561	16,667	(2,894)		20,000
Lift Stations	2,817	5,833	33,877	58,333	24,457	7	70,000
Treatment/Disposal	11,376	6,417	73,856	79,167	5,311		92,000
McGuire Road Operating	564	1,583	4,588	15,833	11,246	8	19,000
Misc. Expenses	318	1,167	6,755	11,667	4,912		14,000
TOTAL SWGE COLLECTION & DISPOSAL	38,966	20,958	677,961	725,083	47,122		923,500
FISCAL SERVICES							
Interest on Long-Term Debt	0	0	188,607	188,606	(1)		300,617
Principal Repayment	0	0	187,357	187,357	0		515,357
Other Debt Charges/Bank Charges	0	0	0	0	0		8,276
Transfer to Reserve Accounts	0	0	5,686	0	(5,686)		70,000
Capital Fund Through Operating	0	0	0	0	0		700,000
TOTAL FISCAL SERVICES	0	0	381,649	375,963	(5,686)		1,594,250
TOTAL EXPENSES	62,682	69,729	1,829,264	1,932,755	103,491		3,558,000
NET INCOME (LOSS) FOR THE PERIOD	(38,744)	(49,779)	1,475,382	1,314,944	160,438		(0)

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Town of Rothesay

Variance Report - Utility Operating

10 months ending October 31, 2021

Note #	Account Name	Actual YTD	Budget YTD	Variance Better(worse)	Description of Variance
Revenue					
1	Sale of Water	873,447	855,120	\$ 18,327	Covid grant revenue in Jan
2	Interest Earned	90,007	23,340	\$ 66,667	Conservative budget estimate
3	Infrastructure Grants	1,000	-	\$ 1,000	Balance of contribution from 2020
Water Supply					
4	Audit/Legal/Training	\$ 20,077	\$ 10,917	\$ (9,160)	Hillside trail bridge
5	Purification & Treatment	\$ 344,530	\$ 353,333	\$ 8,803	Timing of exepnditures
6	Transmission & Distribution	\$ 46,802	\$ 108,333	\$ 61,531	Maintenance Well C6- C4
Sewer					
7	Lift Stations	\$ 33,877	\$ 58,333	\$ 24,456	No maintenance on lift stations, Power lower than expected
8	McGuire Road Operating	\$ 4,588	\$ 15,833	\$ 11,245	Maintenance lower than expected
Fiscal Services					

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Town of Rothesay

Capital Projects 2021
Utility Fund

10 Months Ended 2021-10-31

	Original BUDGET	Revisions	CURRENT Y-T-D	Remaining Budget		
WATER						
12045330 Station Road Water Line Replacement W-2020-003	250,000		0	250,000		
12044330 Shadow Hill Watermain W-2020-002	400,000		0	400,000		
12043430 Well Development - Quality W-2021-004	290,000		34,957	255,043		
12045730 College Hill Water Line S-2020-001	708,000		0	708,000		
12045830 Hillside Tank Heater & Mixer W-2021-001	60,000		64,415	-4,415		
12041330 Water Main Extension K-Park			119,221	-119,221		
12030030 Misc Projects-Water-Filtration Building			49,872	-49,872		
12039930 Maliseet Water Line			34,118	-34,118		
	<u>\$ 1,708,000</u>	<u>\$ -</u>	<u>\$ 302,582</u>	<u>\$ 1,405,418</u>		
SEWER						
12046030 Turnbull Court Design S-2021-001	1,000,000		0	1,000,000		
12044830 Sewer Costs in Asphalt Contract T-2021-005	95,000		0	95,000		
12045430 Conversion to Digital Radio S-2020-006	35,000		9,261	25,739		
12044130 WWTP Design Phase 2 S-2017-001	1,000,000		36,432	963,568		
12045930 Seville Sewer Repair S-2021-007	100,000		106,163	-106,163		
	<u>2,230,000</u>	<u>-</u>	<u>151,855</u>	<u>1,978,145</u>		
Total Approved	<u>3,938,000</u>	<u>-</u>	<u>454,437</u>	<u>3,383,563</u>		
Carryovers						
Funded from Reserves						
12042330 Wastewater Treatment Plant - S-2014-016-A	-		5,063	-5,063		
12045030 Turnbull Court Design S-2020-001	500,000		795,315	-295,315		
12045630 Brock Court/Goldie Court Service Renewal W-2020	-		16,213	-16,213		
	<u>500,000</u>	<u>0</u>	<u>816,590</u>	<u>-316,590</u>		
	<u>4,438,000</u>	<u>-</u>	<u>1,271,028</u>	<u>3,066,972</u>		
Funding:						
	Total	Reserves	Gas Tax	Grants	Borrow	Operating
Water	1,708,000	240,000	603,000	115,000	60,000	470,000
Sewer	2,230,000		150,000	710,000	1,640,000	230,000
	<u>\$ 3,938,000</u>	<u>\$ 240,000</u>	<u>\$ 753,000</u>	<u>\$ 825,000</u>	<u>\$ 1,700,000</u>	<u>\$ 700,000</u>

TOWN OF ROTHESAY

VIA WEBEX

FINANCE COMMITTEE

OPEN SESSION

November 10, 2021

In attendance:

Deputy Mayor Matt Alexander, Chairman

Mayor Nancy Grant

Councillor Helen Boyle

Town Manager John Jarvie

Treasurer Doug MacDonald

Financial Officer Laura Adair

Absent: Councillor Don Shea

The meeting was called to order at 8:30am.

The agenda and minutes of October 21, 2021 was accepted as presented. (NG/DS)

Correspondence

Treasurer MacDonald submitted letters from residents referred to the finance committee.

Motion for attached correspondence, to be received as information. (NG/HB)

Budget Discussion

Treasurer MacDonald explained that the motions presented should be the final motions for Council. There was minor adjustments to the original budget submitted:

- WHSCC costs decreased as a result of a reduction in the applicable rate;
- Minor changes to payroll amounts to reflect anticipated staffing changes and roles
- Recreation maintenance increase for security cameras upgrade

Motion to recommend to Council to accept the attached General Fund budget motions. (NG/HB)

Treasurer MacDonald noted Fire & Police budget reflects the allocation of budget on existing formulas. Discussion surrounding personnel for EMO/Climate Change and whether budgeting is sufficient.

Treasurer MacDonald noted the Utility motions are the same amounts as presented to Council.

Motion to recommend to Council to accept the attached Utility Fund motions. (NG/HB)

Donations Request:

- i) Saint John Theatre Company - After a brief discussion it was agreed to recommend a grant \$1,000 to SJTC endowment fund by November 30. The Heritage Fund will match the donations received. (NG/HB)
- ii) KV Food Bank – After a brief discussion, it was agreed to recommend Council approve funding \$3,746.81 to Quispamsis relating to 50% of the KV Food Bank direct operational costs.. (NG/MA)
- iii) **Motion to recommend to Council to accept the attached donation request for 2022 motions. (NG/HB)**

Future Budget Process

Mayor Nancy Grant recommended that next year Directors present their budgets in more detail to finance committee as to better understand what their priorities are and allow more oversight.

Next Meeting

Public Operating Budget approval Monday November 15, 2021
Regular Finance meeting Thursday November 25, 2021

The meeting adjourned at 9:15am.

Matt Alexander, Acting Chairman

Laura Adair, Recording Secretary



ROTHESAY

MEMORANDUM



TO : Finance Committee
FROM : Doug MacDonald
DATE : December 2, 2021
RE : Donations

Recommendation:

The Finance Committee recommend Council adopt the following motion:

Council approve funding \$3,746.81 to Quispamsis relating to 50% of the KV Food Bank direct operational costs.

12 Landing Court
Quispamsis, NB E2E 4R2

www.quispamsis.ca

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

HST Registration No. 108179573

Remit To:

Town of Quispamsis
12 Landing Court
Quispamsis, NB
E2E 4R2

Subtotal before tax	\$6,108.17
HST	N/A
Total Invoice	\$6,108.17
Payment received	0.00
Balance due	\$6,108.17

FOOD BANK COSTS

	2020
Furnace Fuel	1,852.90
Property Tax	743.90
Building M&R*	1,946.63
Electricity	2,447.99
Grounds M&R	346.20
Property Insurance	156.00
Total G/L Accts - Food bank	\$ 7,493.62

Note: We have only
included the
unrecoverable portion
of HST in these costs

Grounds M&R - arena

715026-12	12,868.89
Grounds M&R @ 10%- FB share	\$ 1,286.89

-50% \$3746.81

Approved by
Finance

TOWN LABOUR - 10 hours per month

Shovelling, mowing, planting	
Annual Cost of town staff 10 hrs/mo.**	\$ 3,435.84

	2020
TOTAL	\$ 12,216.35

Rothsay share at 50%	\$ 6,108.17
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* Building M&R includes water, sewer, pest control, furnace prot. plan, repairs

** Staff hours includes shoveling, grounds maintenance, mowing, etc.

TOWN OF ROTHESAY

FINANCE COMMITTEE
HELD VIA WEBEX

November 26, 2021

Open Session

In attendance:

Deputy Mayor Matt Alexander, Chairman

Mayor Nancy Grant

Councillor Don Shea

Councillor Helen Boyle

Town Manager John Jarvie

Treasurer Doug MacDonald

Financial Officer Laura Adair

The meeting was called to order at 8:30am.

The agenda and minutes of November 10 were accepted as presented. (DS/HB)

October Financial Statements

General Fund – Treasurer MacDonald reviewed the financial statements and variance report noting there were no significant changes from prior months. The Treasurer is still anticipating a small operating fund surplus at year end due to Safe Restart grant and P-GAP money. Other than Gas tax funds it is unlikely reserve money will be required to fund capital spending.

Utilities Fund – Treasurer MacDonald reviewed the financial statements and variance report noting there were no significant changes from prior months. Small surplus expected with a request to council in December to transfer money from Gas Tax reserves.

The statements were accepted as presented (DS/NG)

Donations

The summary was received and filed with the following comments; Mayor Grant has authorized \$500 to the Empty Stocking Fund, \$250 First Steps \$150 and Alzheimer's NB.

Current requests were reviewed with the following recommendations:

KV Food Bank – A cash grant of \$250 to be donated. (NG/DS)

General Capital

Treasurer MacDonald presented the draft General Fund Capital plan. The proposed plan has been reviewed by the various committees. Every project must be approved by Council at a later date.

Discussion surrounding how capital projects are determined and prioritized within each group. Mayor Nancy Grant requested additional information be attached for council to review regarding the Dobbin street development and Marr Rd/Chapel Design.

Motion to recommend to Council to accept the General Capital Budget. (DS/HB)

Utility Capital

Treasurer MacDonald reviewed the tentative Capital plans for 2022. The proposed projects have been reviewed by the Works & Utilities Committee. All projects must still be tendered and approved by Council. He reviewed the funding plan and the principles used over the years. MCBB must approve projects before they start should borrowing be required.

Motion to recommend to Council to accept the Utility Capital Budget. (DS/HB)

Gas Tax Plan

Treasurer, Doug MacDonald presented the new revisions to the Gas Tax Plan. In order to receive additional funding, the Province requires a revised plan to determine how additional funds will be allocated.

Motion to recommend to Council to accept the revised Gas Tax Plan motion. (DS/NG)

Motion: Gas Tax Plan

RESOLVED that the Five-Year Capital Investment Plan for the Gas Tax Fund Administrative Agreement 2019-2023 be adopted.

Event Tickets

Mayor Nancy Grant will circulate information about future events to all councillors. If councillors wish to attend then tickets will be purchased.

Compliance Report

For information.

Next Meeting

Regular meeting January 20, 2022 or at the call of the Chairman.

Meeting adjourned at 9:30am.

Councillor Grant Brenan, Chairman

Laura Adair, Recording Secretary



2021December13OpenSessionFINAL_121

ROTHESAY

INTEROFFICE MEMORANDUM



TO	:	Mayor & Council
FROM	:	Treasurer Doug MacDonald
DATE	:	December 2, 2021
RE	:	Finance Committee Motions

The Finance Committee at its meeting of November 26, 2021 recommended the following motions.

- 1) Council approve the following motion;

The document entitled Revised Rothesay Five-Year Capital Investment Plan for the Gas Tax Fund Administrative Agreement 2019-2023 be adopted.

Rothesay

**Five-Year Capital Investment Plan
for the GTF Administrative
Agreement**

2019 – 2023

Department of Environment and Local Government

INTRODUCTION

The *City/Town/Village/Rural Community/Regional Municipality* of Rothesay has prepared a five-year Capital Investment Plan for the years 2019 – 2023 respecting the Gas Tax Fund (GTF) administrative agreement. Included are descriptions, cost estimates and financing for each selected project. Each project will contribute towards achieving the following program benefits:

- a) Beneficial impacts on communities of completed eligible projects;
- b) Enhanced impact of GTF as a predictable source of funding including incrementality; and,
- c) Progress made on improving Local Government planning and asset management.

CAPITAL INVESTMENT PLAN CONTENT

The capital investment plan for the GTF administrative agreement includes the following:

1. Certified copy of the resolution from Council adopting the five-year Capital Investment Plan for the GTF Agreement of the municipality
2. Project name, category, description, expected outcomes, proposed indicators for each tangible capital asset project. Also indicate if an Environmental Impact Assessment (EIA) and a tender are required for each project.
3. Five-Year Capital Budget Summary (Excel spreadsheet)

Rothsay
FIVE-YEAR CAPITAL INVESTMENT PLAN
FOR THE GTF ADMINISTRATIVE AGREEMENT

2019- 2023

RESOLUTION

MOVED by Counc. and seconded by Counc. the document entitled Rothsay Five-Year Capital Investment Plan for the Gas Tax Fund Administrative Agreement 2019-2023 be adopted.
CARRIED.

I certify that the above resolution of the council of Rothsay was adopted while in *regular session December 13, 2021.*

Town Clerk, Rothsay

PROJECTS

1) Sanitary Sewer System Improvements

Project Category (Select one):

Drinking water	<input type="checkbox"/>	Recreational Infrastructure	<input type="checkbox"/>
Wastewater	<input checked="" type="checkbox"/>	Cultural Infrastructure	<input type="checkbox"/>
Local roads and bridges	<input type="checkbox"/>	Tourism Infrastructure	<input type="checkbox"/>
Community energy systems	<input type="checkbox"/>	Solid waste	<input type="checkbox"/>
Capacity building	<input type="checkbox"/>	Brownfield Redevelopment	<input type="checkbox"/>
Disaster mitigation	<input type="checkbox"/>	Public transit	<input type="checkbox"/>
Sport Infrastructure	<input type="checkbox"/>	Regional and local airports	<input type="checkbox"/>

Project Description:

Improvements to sewer system including installation of back-up power, improvements to pumping stations, sewage treatment lagoons, and relocation and replacement of sewer mains.

EIA Required ☐ Tender Required ☒

Expected Outcome:

More effective sewage treatment facilities.

Proposed indicator(s):

New facilities constructed and length of pipe installed (also report on diameter and type of pipe installed).

Year	GTF Contribution	Total Cost
2019		
2020	425,000	730,737
2021	125,000	250,000
2022	200,000	1,000,000
2023	150,000	350,000

2) Storm Sewer and Drainage Improvements

Project Category (Select one):

Drinking water	<input type="checkbox"/>	Recreational Infrastructure	<input type="checkbox"/>
Wastewater	<input checked="" type="checkbox"/>	Cultural Infrastructure	<input type="checkbox"/>
Local roads and bridges	<input type="checkbox"/>	Tourism Infrastructure	<input type="checkbox"/>
Community energy systems	<input type="checkbox"/>	Solid waste	<input type="checkbox"/>
Capacity building	<input type="checkbox"/>	Brownfield Redevelopment	<input type="checkbox"/>
Disaster mitigation	<input type="checkbox"/>	Public transit	<input type="checkbox"/>
Sport Infrastructure	<input type="checkbox"/>	Regional and local airports	<input type="checkbox"/>

Project Description:

Installation of storm sewer pipes and collection systems, to improve drainage and reduce the risk of overland flooding.

EIA Required ☐ Tender Required ☒

Expected Outcome:

Reduced risk of flooding and improved storm water management.

Proposed indicator(s):

New facilities constructed and length of pipe installed (also report on diameter and type of pipe installed).

Year	GTF Contribution	Total Cost
2019	290,000	777,278
2020	100,000	235,000
2021	150,000	161,000
2022	0	0
2023	90,000	300,000

3) Sidewalk and Walking Trail Construction

Project Category (Select one):

Drinking water	<input type="checkbox"/>	Recreational Infrastructure	<input checked="" type="checkbox"/>
Wastewater	<input type="checkbox"/>	Cultural Infrastructure	<input type="checkbox"/>
Local roads and bridges	<input type="checkbox"/>	Tourism Infrastructure	<input type="checkbox"/>
Community energy systems	<input type="checkbox"/>	Solid waste	<input type="checkbox"/>
Capacity building	<input type="checkbox"/>	Brownfield Redevelopment	<input type="checkbox"/>
Disaster mitigation	<input type="checkbox"/>	Public transit	<input type="checkbox"/>
Sport Infrastructure	<input type="checkbox"/>	Regional and local airports	<input type="checkbox"/>

Project Description:

Improvements to sidewalk and trail network including construction of new pedestrian network.

EIA Required ☐ Tender Required ☒

Expected Outcome:

Promote healthy living and active transportation plans.

Proposed indicator(s):

Length of sidewalk and trails constructed.

Year	GTF Contribution	Total Cost
2019		0
2020	70,000	430,000
2021	100,000	200,000
2022	150,000	350,000
2023	160,000	300,000

4) Street Re-surfacing

Project Category (Select one):

Drinking water	<input type="checkbox"/>	Recreational Infrastructure	<input type="checkbox"/>
Wastewater	<input type="checkbox"/>	Cultural Infrastructure	<input type="checkbox"/>
Local roads and bridges	<input checked="" type="checkbox"/>	Tourism Infrastructure	<input type="checkbox"/>
Community energy systems	<input type="checkbox"/>	Solid waste	<input type="checkbox"/>
Capacity building	<input type="checkbox"/>	Brownfield Redevelopment	<input type="checkbox"/>
Disaster mitigation	<input type="checkbox"/>	Public transit	<input type="checkbox"/>
Sport Infrastructure	<input type="checkbox"/>	Regional and local airports	<input type="checkbox"/>

Project Description:

Improvements to local street surfaces including re-pavement and/or reconstruction of the street surface.

EIA Required ☐ Tender Required ☒

Expected Outcome:

Upgrades to road network.

Proposed indicator(s):

Street names and length of pavement installed.

Year	GTF Contribution	Total Cost
2019	600,000	1,094,395
2020	500,000	1,285,178
2021	510,000	1,910,000
2022	700,000	1,660,000
2023	704,417	1,600,000

5) Water System Improvements

Project Category (Select one):

Drinking water	<input checked="" type="checkbox"/>	Recreational Infrastructure	<input type="checkbox"/>
Wastewater	<input type="checkbox"/>	Cultural Infrastructure	<input type="checkbox"/>
Local roads and bridges	<input type="checkbox"/>	Tourism Infrastructure	<input type="checkbox"/>
Community energy systems	<input type="checkbox"/>	Solid waste	<input type="checkbox"/>
Capacity building	<input type="checkbox"/>	Brownfield Redevelopment	<input type="checkbox"/>
Disaster mitigation	<input type="checkbox"/>	Public transit	<input type="checkbox"/>
Sport Infrastructure	<input type="checkbox"/>	Regional and local airports	<input type="checkbox"/>

Project Description:

Installation of water pipes and well field transmission network.

EIA Required ☐ Tender Required ☒

Expected Outcome:

Increase capacity of the potable water network.

Proposed indicator(s):

New facilities constructed and length of pipe installed (also report on diameter and type of pipe installed).

Year	GTF Contribution	Total Cost
2019	100,000	668,000
2020		250,000
2021	249,000	334,000
2022	300,000	550,000
2023	194,262	450,000

Five-Year Capital Budget Summary

Please refer to the Excel document named: "**Five-Year Capital Budget Summary 2019-2023.xls**".

Capital Investment Plan for the GTF Agreement

Updated August 19, 2019

Revised Gas Tax Fund Agreement (2019-2023)	2019 Opening Balance	2019 Gas Tax Plan Allocations	2019 Adjusted Balance	Budget Allocated 2019	2020 Opening Balance	Budget Allocated 2020	2021 Opening Balance	Budget Allocated 2021	2021 Amendment	2022 Opening Balance	Budget Allocated 2022	2023 Opening Balance	Budget 2023 Allocation	Balance Unallocated
Approved Projects														
1) Recreation Infrastructure (ball field)	\$	\$	\$	\$	\$	\$	\$			\$		\$	\$	\$
2) Sanitary Sewer System Improvements		600,000	600,000		600,000	425,000	175,000	125,000	300,000	350,000	200,000	150,000	150,000	
3) Storm sewer and drainage improvements		800,000	800,000	290,000	510,000	100,000	410,000	150,000	170,000	90,000		90,000	90,000	
4) Sidewalk and walking trail construction		600,000	600,000		600,000	70,000	530,000	100,000	120,000	310,000	150,000	160,000	160,000	
5) Street resurfacing		2,200,000	2,200,000	600,000	1,600,000	500,000	1,100,000	510,000	814,417	1,404,417	700,000	704,417	704,417	
6) Water system improvements		853,262	853,262	100,000	753,262		753,262	249,000	10,000	494,262	300,000	194,262	194,262	
		5,053,262	5,053,262	990,000	4,063,262	1,095,000	2,968,262	1,134,000	814,417	2,648,679	1,350,000	1,298,679	1,298,679	

Continuity schedule

	Principal	Interest	Total		
Opening balance December 31, 2018 (per PNB reporting)	\$	\$	\$		
Projected receipts					
2019	803,422		803,422		
2019 top-up	890,075		890,075		
2020	803,422		803,422		
2021	839,941		839,941		
2021 top-up	814,417		814,417		
2022	839,941		839,941		
2023	876,461		876,461		
	<u>5,867,679</u>		<u>5,867,679</u>	5,867,679	
	\$ 5,867,679	\$	\$ 5,867,679		
Reconciliation (GIC)					
Opening balance	\$	\$ 703,497	\$ 423,130	\$ 943,488	\$ 433,429
Interest earned		11,211			
Receipts from PNB	1,693,497	803,422	1,654,358	839,941	876,461
Allocated to projects	<u>(990,000)</u>	<u>(1,095,000)</u>	<u>(1,134,000)</u>	<u>(1,350,000)</u>	<u>(1,298,679)</u>
				11,211	5,867,679
Gas tax account balance		703,497	423,130	943,488	433,429
Add: receivable from PNB					11,211
	\$	<u>703,497</u>	<u>\$ 423,130</u>	<u>\$ 943,488</u>	<u>\$ 433,429</u>
					\$ 11,211

Total funds expected	
Currently accounted for	\$ 5,867,679
Funds receivable	<u>5,867,679</u>
Allocated to projects	<u>5,867,679</u>
Excess available	\$

[illegible]

[illegible]

MUNICIPALITY OF ROTHESAY

FIVE-YEAR CAPITAL BUDGET SUMMARY

PROJECT NAMES	Actual 2021	2022	Preliminary Forecast		2025	Total
			2023	2024		
Operating Fund						
General Government - Municipal buildings & IT	\$ 158,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$358,000
Protective services - equipment	136,000	1,000,000	200,000	200,000	200,000	1,736,000
Transportation						
Buildings	-	100,000	100,000	100,000	100,000	400,000
Designated highways	1,100,000	1,000,000	1,000,000	1,000,000	1,000,000	5,100,000
Street surfacing	1,910,000	1,600,000	1,600,000	1,600,000	1,600,000	8,310,000
Storm sewers	325,000	300,000	300,000	300,000	300,000	1,525,000
Curb and Sidewalks	285,000	300,000	300,000	300,000	300,000	1,485,000
Fleet/Equipment	600,000	500,000	500,000	500,000	500,000	2,600,000
	4,220,000	3,800,000	3,800,000	3,800,000	3,800,000	19,420,000
Recreation						
Buildings/Arena	661,000	2,000,000	500,000	-	-	3,161,000
Equipment	25,000	50,000	50,000	50,000	50,000	225,000
Parks & Trails	300,000	50,000	50,000	50,000	50,000	500,000
	986,000	2,100,000	600,000	100,000	100,000	3,886,000
Total General Fund	5,500,000	6,950,000	4,650,000	4,150,000	4,150,000	25,400,000
Water and Sewer Utility Fund						
Water system upgrades	1,000,000	500,000	450,000	500,000	500,000	2,950,000
Sewer system upgrades	2,730,000	8,500,000	8,450,000	8,500,000	500,000	28,680,000
Total Utility Fund	3,730,000	9,000,000	8,900,000	9,000,000	1,000,000	31,630,000
Total Capital Expenditures	\$9,230,000	\$15,950,000	\$13,550,000	\$13,150,000	\$5,150,000	\$57,030,000
SOURCE OF FUNDS						\$57,030,000
GTF Agreement - operating	\$ 1,210,000	\$ 2,700,000	\$ 1,100,000	\$ 600,000	\$ 600,000	\$ 6,210,000
Capital Reserve Fund	450,000	-	-	-	-	450,000
Operating Fund	2,715,000	2,800,000	2,800,000	2,800,000	2,800,000	13,915,000
Long Term Borrowing	300,000	700,000	-	-	-	1,000,000
Others (specify) Designated Highway grants	825,000	750,000	750,000	750,000	750,000	3,825,000
Others (specify) RDC						-
Others (specify) Build Canada						-
	5,500,000	6,950,000	4,650,000	4,150,000	4,150,000	25,400,000
GTF Agreement - water and sewer	500,000	300,000	200,000	300,000	300,000	1,600,000
Build Canada (Fed/Prov)	700,000	5,333,333	5,333,333	5,333,333	-	16,700,000
Long term borrowing - water and sewer	1,830,000	2,666,667	2,666,667	2,666,667	-	9,830,000
Capital reserve - water and sewer	-	-	-	-	-	-
Operating - water and sewer	700,000	700,000	700,000	700,000	700,000	3,500,000
	3,730,000	9,000,000	8,900,000	9,000,000	1,000,000	31,630,000
Total Sources of Funds	\$9,230,000	\$15,950,000	\$13,550,000	\$13,150,000	\$5,150,000	\$57,030,000

Town of Rothesay

2021-10-31

219500-60

Donations/Cultural Support

Budget
2021

Paid to date

KV3C	2,500.00	
NB Medical Education Trust	5,000.00	5,000.00
KV Food Basket	5,000.00	
Fairweather Scholarship	1,000.00	1,000.00
KV Oasis	2,500.00	2,500.00
Saint John Theatre Company	1,000.00	1,000.00
Symphony NB	2,500.00	2,500.00
Vocational Training Centre	6,000.00	
sub	25,500.00	12,000.00

Other:	8,500.00	
Junior Achievement		300.00
RNS Youth for Youth		100.00
Make-A-Wish Canada	500.00	500.00
Compassionate Grief Centre	1,000.00	1,000.00
YMCA	1,000.00	1,000.00
SJ Regional Hospital Foundation		500.00
St Joseph's Hospital Foundation		1,000.00
Kennebecasis Lions Club - Tony McGuire		25.00
Misc	-	25.00
Empty Stocking Fund		500 Paid Nov
First Steps		250 Paid Nov
Alzheimer's Soceity NB		150 Paid Nov
sub	11,000.00	4,450.00

36,500.00	16,450.00
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G/L Balance	16,450.00
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2021-09-31

211200-60

Mayor's Expense	10,000.00	
Cell		208.59
YMCA of Greater SJ - Annual Red Triangle Awards		250.00
	10,000.00	458.59

G/L Balance	458.59
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Other:

Kennebecasis Crimestoppers	2,800.00	2,800.00	Protective Services
KV Committee for the Disabled	5,500.00	-	Transportation
PRO Kids	7,500.00	7,500.00	Recreation
	62,300.00	27,208.59	



ROTHESAY

AGE FRIENDLY ADVISORY COMMITTEE MEETING
By Webex Videoconference
Tuesday, November 16, 2021 at 10:00 a.m.



DRAFT

PRESENT: MAYOR NANCY GRANT, *ex-officio member*
CHRISTINA BARRINGTON (*joined the videoconference at 10:15 a.m.*)
COUNCILLOR HELEN BOYLE (*left the videoconference at 10:20 a.m.*)
SAMAH EL MAGHLAWY (*joined the videoconference at 10:40 a.m.*)
JILL JENNINGS
DR. SHAWN JENNINGS
NANCY HASLETT
DIANE O'CONNOR, VICE-CHAIRPERSON
WILLA MAVIS
NEA STEPHENSON
ROBERT TAYLOR
MIRIAM WELLS, CHAIRPERSON

TOWN MANAGER JOHN JARVIE
AGE-FRIENDLY COMMUNITY COORDINATOR KIRSTIN DUFFLEY
RECORDING SECRETARY LIZ HAZLETT

ABSENT: ANGELA CAMPBELL
JEAN PORTER MOWATT
RECREATION COORDINATOR KERI FLOOD

Chairperson Wells called the videoconference to order at 10:00 a.m.

1. APPROVAL OF AGENDA

MOVED by N. Haslett and seconded by N. Stephenson the agenda be approved as circulated.

CARRIED.

2. APPROVAL OF MINUTES

2.1 Meeting minutes of October 19, 2021.

MOVED by Counc. Boyle and seconded by D. O'Connor the Age Friendly Advisory Committee meeting minutes of October 19, 2021 be adopted as circulated.

CARRIED.

3. DECLARATION OF CONFLICT OF INTEREST

N/A

4. DELEGATIONS

N/A

5. UNFINISHED BUSINESS**5.1 Age Friendly Community Designation Application Submitted to Province**

Chairperson Wells commended staff for their hard work. She reported a response was received acknowledging submission of the application. When questioned, K. Duffley estimated it may take at least a month to find out if the application is successful. Mayor Grant relayed praise from Council regarding the thorough application.

6. NEW BUSINESS**6.1 Age-Friendly Programming Update**

Verbal Update K. Duffley

K. Duffley reported the following:

➤ **Rothsay Hive:**

- December programs will follow similar format as November
- The facility will close for the holidays from December 22/23, 2021 until January 4th, 2022
- During pumpkin painting (Breast Cancer Awareness in October) Committee members suggested a holiday craft in December
 - Option to complete craft virtually or in-person
 - Counc. Boyle will brainstorm ideas and report back to the Committee
 - J. Jennings suggested it is likely participants would be willing to cover the cost of materials (ex. \$10)
 - Option to offer the session in small groups throughout the month
- Newsletter to be released December 1st – content suggestions can be emailed to K. Duffley
- The Facebook Group has grown to 337 members and the email distribution list has 117 members

➤ **Fall Speaker Series:**

- Age-Friendly Communities: 530 views, 1,249 reach
- Putting Your Garden to Bed: 445 views, 1,245 reach
- Learning about Dyslexia: 176 views, 381 reach
- File of Life: 548 views, 1,442 reach
- RES Community Connection Garden: 417 views, 1,154 reach
- Fall Prevention: 220 views, 492 reach

➤ **File of Life:**

- Kennebecasis Valley residents have been picking up the File of Life from the Rothsay Hive
- Residents seem positive and impressed to have this program in the Valley
- Distribution also through Kennebecasis Regional Police Force and Kennebecasis Valley Fire Department

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Chairperson Wells inquired about membership for the fitness class at the Bill McGuire Centre. K. Duffley advised she notifies a list of 40 members by email (4 members without email are contacted by phone) regarding upcoming classes. Registration fills up quickly for the month, sometimes requiring a waitlist. When questioned, K. Duffley noted the Rothesay Hive is promoted to this group.

6.2 Newcomers Programming

The Committee agreed to defer this item until the arrival of S. El Maghlawy.

7. CORRESPONDENCE FOR ACTION**7.1 Rental Space Inquiry**

K. Duffley advised she wanted to hear the Committee's thoughts before responding further. Chairperson Wells noted individuals, in the past, have expressed interest in renting space inside the facility. The requests were logistically challenging because they were outside of regular operating hours, and staff were required to open and close the facility. Since the request is during operational hours, she suggested this could be an opportunity to generate income for the facility.

C. Barrington joined the videoconference.

In response to an inquiry, Chairperson Wells explained the request is from a Registered Dietitian to rent space within the Rothesay Hive to host weekday, daytime, COVID-19 compliant classes for parents/caregivers/grandparents about feeding infants.

Town Manager Jarvie cautioned, while there are rental agreements for office space at 70 Hampton Road, the Town does not typically rent space within "Town Hall" (ex. the Common Room, the Sayre Room, etc.). Additionally, tenants renting office space at 70 Hampton Road are not permitted to sublet. He advised it is important for Town staff to be aware of the nature of activities within the building (ex. hours of operation, noise, schedule for cleaning services).

The Committee proposed incorporating sessions free of charge as an intergenerational Rothesay Hive program, or encouraging the individual to contact the Town's Facilities Coordinator, Ryan Kincade, to discuss renting space at the Bill McGuire Centre.

Counc. Boyle left the videoconference.

C. Barrington apologized for joining late. Chairperson Wells welcomed C. Barrington, and asked about resuming volunteer positions, for Rothesay High School students, at the Rothesay Hive. C. Barrington noted it is possible, and suggested positions be offered to Grade 10 or 11 co-op students next semester. She added there is a requirement for co-op students to be fully vaccinated. The Committee suggested the students could assist with programs for technology use (email, word, excel, etc.), or music. K. Duffley and C. Barrington agreed to discuss the matter further.

7.2 Work Room Program Opportunity

The Committee supported the proposal for a Résumé Writing Workshop hosted at the Rothesay Hive. "New Year – New Job!" is a fitting theme, the program is beneficial and could be offered as an intergenerational program, and the Rothesay Hive is a suitable location for all community members.

8. CORRESPONDENCE FOR INFORMATION**8.1 Rotary Club Fall Clean Up Poster**

K. Duffley agreed to follow up with the Rotary Club. She encouraged members to share the posters for the Rotary Club Fall Clean Up and the File of Life program, and confirmed printed copies are available by request.

8.2 File of Life Poster

Dealt with above.

Item deferred.**6.2 Newcomers Programming**

Chairperson Wells noted a survey was created, in partnership with S. El Maghlawy and the Saint John Newcomers Centre, to collect data regarding how many newcomers are in Rothesay, and what services they may be interested in. K. Duffley explained the intent is to use the information to identify offerings (either new, or Saint John Newcomers Centre programs) that would be useful in the area. Chairperson Wells noted the link to the survey is lengthy but individuals can copy and paste it to share, or enter into their browser.

9. DATE OF NEXT MEETING

The next meeting is tentatively scheduled for Tuesday, December 21, 2021 at 10:00 a.m.

10. ADJOURNMENT

MOVED by W. Mavis and seconded by J. Jennings the meeting be adjourned.

ON THE QUESTION:

S. El Maghlawy joined the videoconference.

With the arrival of S. El Maghlawy, the Committee agreed to revisit Item 6.2 Newcomers Programming.

S. El Maghlawy noted the intent of the survey is to create a database of newcomers to determine the size of the newcomer community in Rothesay. It is also expected to help identify resource gaps to determine if new, or existing Saint John Newcomers Centre programs, should be provided in Rothesay.

There was discussion on interest expressed by the Committee, and Council, to work with newcomers to provide, or improve services, to make newcomers feel welcome in the community. C. Barrington suggested contacting Allan Davis, Director of Schools for the Anglophone South School District, requesting he ask schools in the area to share the poster for the survey. K. Duffley agreed to contact Mr. Davis. S. El Maghlawy proposed creating a distribution list of schools, community centers, businesses, libraries, post offices, pharmacies, etc. to share the information – either online or on bulletin boards. The Committee agreed to focus on formalizing a plan for Rothesay before exploring ways to work with Quispamsis to reach the entire Kennebecasis Valley. Town Manager Jarvie requested clarification regarding the Committee's specific intention once the newcomer community is identified. He asked if the Committee's intention is to contact newcomers to welcome them to the community, or encourage participation in Rothesay Hive programs, or help them connect with available services, or to establish specific programs for newcomers?

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Chairperson Wells noted previous discussions spoke of partnering with the Saint John Newcomers Centre to, in a sense, create a satellite location at the Rothesay Hive to help individuals in Rothesay access services. This aligns with the Committee's interest in making newcomers feel welcome so they want to stay in the community. S. El Maghlawy suggested the first step is to identify the size of the newcomer community in Rothesay, and then determine the type of services to offer based on specific needs. There was discussion regarding newcomers in Saint John, and the services offered. S. El Maghlawy and Chairperson Wells commented on the rise of newcomers in the area. Chairperson Wells added the survey should also be shared with Rothesay Netherwood School. It was suggested newcomers familiar with the community be asked if they would share their experience. The Committee expanded on the suggestion proposing this may be a topic for the Speaker Series.

CARRIED.

The meeting adjourned at 11:00 a.m.

CHAIRPERSON

RECORDING SECRETARY



ROTHESAY
~~2021 December 13 Open Session FINAL 141~~
WORKS AND UTILITIES COMMITTEE MEETING
By Webex Videoconference
Wednesday, November 17, 2021
5:30 p.m.



DRAFT

PRESENT: DEPUTY MAYOR ALEXANDER, CHAIRPERSON
COUNCILLOR DAVE BROWN
SHAWN CARTER
ANN McALLISTER
CYNTHIA VANBUSKIRK

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

ABSENT: PETER GRAHAM, VICE CHAIRPERSON
MARK McALOON

Chairperson Alexander called the videoconference to order at 5:30 p.m.

1. APPROVAL OF AGENDA

MOVED by Counc. Brown and seconded by A. McAllister the agenda be approved as circulated.
CARRIED.

2. APPROVAL OF MINUTES

2.1 Regular Works and Utilities Committee meeting of October 20, 2021.

MOVED by Counc. Brown and seconded by C. VanBuskirk the minutes of October 20, 2021 be adopted as circulated.

CARRIED.

3. DECLARATION OF CONFLICT OF INTEREST

N/A

4. DELEGATIONS

N/A

5. REPORTS & PRESENTATIONS

N/A

6. UNFINISHED BUSINESS:

6.1 Capital Projects Summary

RECEIVED FOR INFORMATION.

6.2 Solid Waste Tonnage Report

C. VanBuskirk noted not all leaves have fallen from the trees, and asked if the Town has considered a second Fall Clean Up. She expressed concern FERO only permits three additional bags of organic material each compost week, which is often insufficient. She asked if the tonnage report is used to determine the optimal dates to schedule the annual Clean Up. Deputy Mayor Alexander advised organic material is also collected during the annual Spring Clean Up. He added, and DO McLean confirmed, the Fall Clean Up is scheduled mid-November but has occurred earlier, and later, based on the closest regular compost week.

DO McLean advised since nature is hard to predict, it is challenging finding the perfect date each year. He added it is unlikely a second Fall Clean Up would be scheduled as the cost is between \$12,000-14,000. The Committee suggested the total tonnage for the Fall Clean Up may be lower this year than previous years. Counc. Brown informed the Committee a property owner on Gondola Point Road collects excess leaves. A. McAllister noted leaving a thin layer of leaves provides nutrients and protects lawns, as well as aids wildlife conservation (food source, and shelter).

6.3 Placement of Speed Radar Signs

- 12 November 2021 Memorandum from DO McLean
- *Updated Speed Radar Sign Spreadsheet*

There was a lengthy discussion regarding:

- Effectiveness
 - proposed duration roughly 3-5 weeks
- Rotation schedule (proactively moving signs around Town)
 - would delay placement of signs on streets that receive complaints (impacts timely response to public concerns)
- Signs posted on Gondola Point Road
 - Mobile, but used as stationary
 - Flashing signs helpful to encourage drivers to slow down
 - Effectiveness not impacted by permanent placement (useful reminder of 30km limit)
- Data collection
 - Available for all signs
 - Used to request police presence at problematic times
 - Speed complaints forwarded to police
 - Police notify Town of persistent problems that may require solutions beyond police presence (ex. stop signs, road reconstruction)
- Committee's role
 - To develop/improve policies, as opposed to monitoring daily operations
- Location, and seasonality of traffic
 - Traffic behaviour varies in different locations/times of year (ex. high volume of traffic near schools during the school year, less traffic during summer months)

The Committee asked to review data collected from when the signs were posted on Anna Avenue, and Gondola Point Road.

6.4 Discussion on Private Lanes Policy

DO McLean acknowledged the error identified by Counc. Mackay French at the last Council meeting. He clarified, there is a fourth property on Knoll Lane, and he will look into the implications of the change. The Committee addressed the concerns of Council by reiterating the policy remains under review, and notice will be provided to property owners well in advance of any changes to service provision. For further clarity, the Committee stressed the importance of including the rationale in the policy. In terms of next steps, DO McLean agreed to draft a policy. C. VanBuskirk offered to proofread the policy, and the Committee agreed to review the document at its regular meeting in December. The intent is to prepare the policy for review by Council, and if approved, notify impacted property owners in March. This allows residents to engage other means for snow removal before any services are discontinued for the 2022/2023 winter season. Property owners will also be informed private lanes can be transferred to the Town if they are upgraded to Town standards at the cost of the owner(s).

6.5 “Welcome to Rothesay” signage

○ Mock-ups

With reference to the mock-up, DO McLean advised the Rothesay Coat of Arms will be larger, and the banner of “QUINQUE IUNCTA IN UNO” will be removed. The Committee discussed the Coat of Arms, “Welcome/Bienvenue”, mounting, lights, size, and vegetation. The following comments were made: the proposed adjustments to the Coat of Arms is permissible; “Bienvenue” is not required on the sign but its presence aligns with New Brunswick’s status as a bilingual province; the text size of “Welcome/Bienvenue” will be increased (request of Committee); the intent is to mount the sign on wrapped cedar posts; the Committee recommends lights (likely solar owing to proposed locations); the sign will be 6ft x 10ft for visibility; and it is likely low maintenance vegetation will be planted around the sign. Town Manager Jarvie advised staff will prepare a report for Council showing the proposed design and location of the signs.

7. CORRESPONDENCE FOR ACTION

N/A

8. NEW BUSINESS:**8.1 Draft 2022 Capital Budgets**

○ General Fund (Transportation)

DO McLean reviewed the draft budget in detail, providing overviews of proposed paving, sidewalk and curb, intersection, and building (Master Drive HVAC) projects. When questioned, DO McLean explained the process for selecting the list of roads to pave. He listed factors considered, including: condition (ratings based on industry practices), lifespan (amortization, and type of road/volume of traffic), location (not limited to one area), and concurrent projects. Deputy Mayor Alexander requested condition ratings be included with the list of streets. DO McLean advised the ratings have not been updated since they were provided three years ago. Deputy Mayor Alexander suggested identifying the last time each proposed street was repaved. DO McLean cautioned the expected lifespan of roads is not always guaranteed – the volume and type (ex. large trucks and equipment) of traffic can have an impact. When questioned, DO McLean explained testing is completed during, and after, the repaving of a road, more specifically, by a consultant with no association to the awarded contractor. He added other projects, for instance the installation of culverts, can impact the lifespan/condition of a road.

There was discussion pertaining to sidewalk projects:

Dobbin Street: to be completed in 2022 instead of Scribner Crescent as development is currently underway on Dobbin Street. Scribner Crescent was deferred in light of approved and proposed development projects surrounding Scribner Crescent. There was a brief discussion about the scope of sidewalk expansion on Dobbin Street.

Gondola Point Road: to improve pedestrian safety by addressing disjointed sidewalk near Church Avenue and Almon Lane (public request for a crosswalk). The project was scheduled for 2021 but delayed due to opposition from an abutting property. The property owners were instructed to submit written concerns to the Town.

ROTHERSAY

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DO McLean briefly explained the proposed intersection projects – Hampton Road/Grove Avenue (based on a traffic study), and Chapel Road/Marr Road (public concerns and development projects), as well as the Master Drive HVAC project, proposed fleet purchases, and sources of funding (capital from operating, borrowing, and reserves).

MOVED by S. Carter and seconded by Counc. Brown the draft 2022 General Fund (Transportation) Capital Budget be referred to the 2022 budget process.

CARRIED.

o Utility Fund

DO McLean stated the items listed are the continuation, or start, of previously approved projects. The water quantity/quality withdrawal rate study is nearing completion. This will allow the Town to withdraw and treat a greater volume of water from existing wells, which will proactively address increasing demand, especially the rise of multi-unit developments. Additionally, the water model update (confirming pressure zones) will help analyze the existing system and evaluate the capacity to service proposed developments.

MOVED by Counc. Brown and seconded by C. VanBuskirk the draft 2022 Utility Fund Capital Budget be referred to the 2022 budget process.

CARRIED.

9. CORRESPONDENCE FOR INFORMATION

9.1 Streetlights – Sierra Avenue

5 November 2021 Memorandum from Town Manager Jarvie

DO McLean advised the project is underway, and completion is expected in roughly 3-4 weeks.

10. DATE OF NEXT MEETING:

The next meeting is scheduled for Wednesday, December 22, 2021.

In light of the close proximity to the holidays, C. VanBuskirk proposed scheduling an in-person meeting at a local business. Staff will investigate if this is possible.

11. ADJOURNMENT

MOVED by Counc. Brown and seconded by C. VanBuskirk the meeting be adjourned.

CARRIED.

The meeting adjourned at 7:18 p.m.

CHAIRPERSON

RECORDING SECRETARY



ROTHESAY
2021 December 13 Open Session FINAL_145
PLANNING ADVISORY COMMITTEE MEETING
Webex Videoconference
Monday, December 6, 2021 at 5:30 p.m.



DRAFT

PRESENT: ANDREW MCMACKIN, CHAIRPERSON
KELLY ADAMS
JOHN BUCHANAN
TRACIE BRITTAIN, VICE-CHAIRPERSON
COUNCILLOR TIFFANY MACKAY FRENCH
MATTHEW GRAHAM
COUNCILLOR DON SHEA

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

ABSENT: ELIZABETH GILLIS

Chairperson McMackin called the videoconference to order at 5:30 p.m.

1. APPROVAL OF THE AGENDA

MOVED by Counc. Shea and seconded by Counc. Mackay French the agenda be approved as circulated.

CARRIED.

2. ADOPTION OF MINUTES

2.1 Regular Meeting of November 1, 2021

MOVED by T. Brittain and seconded by Counc. Shea the Minutes of November 1, 2021 be adopted as circulated.

CARRIED.

3. DECLARATION OF CONFLICT OF INTEREST

N/A

4. OLD BUSINESS

TABLED ITEMS

Tabled February 5, 2018 – no action at this time

4.1 Subdivision Approval - 7 Lots off Appleby Drive (PID 30175467)

Tabled September 8, 2020 – no action at this time

4.2 Removal of PAC conditions and variance – 59 Dolan Road (PID 00094938)

4.3	Holland Drive	Andrew Baskin
	OWNER:	A.C. Baskin Investments Inc.
	PID:	00056614, 00065094, 00056598
	PROPOSAL:	2 – 6 story (48 Unit) Apartment Buildings

The applicant, Mr. Andrew Baskin, and Mr. Daniel Houghton of Engineering by Houghton were in attendance.

MOVED by Counc. Shea and seconded by T. Brittain the Planning Advisory Committee hereby removes from the table the application from Mr. Andrew Baskin, Director of A.C. Baskin Investments Inc. to consider rezoning land located off Holland Drive (PIDs 00056614, 00065094, 00056598) from Single Family Residential [R1B] to Multi-Unit Residential (R4) to allow for the development of two 48 unit apartment buildings subject to the terms of a Development Agreement.

CARRIED.

DPDS White summarized the report, noting it is the fourth staff report prepared. The proposal was tabled pending receipt of a stormwater management plan (attached to the development agreement), investigation of a possible driveway connection through the Canadian Tire and Sobeys parking lots (not viable – could introduce more traffic), completion of a water capacity analysis (reviewed by Town Engineer and determined there is abundant flow), and a landscaping plan (attached to the development agreement).

Counc. Shea mentioned he heard the proposal would open Holland Drive to Hampton Road. DPDS White clarified, this connection currently exists. He noted the intent is to prevent an infiltration of traffic by creating a cul-de-sac, rather than a connection from Hampton Road to Chapel Road. Counc. Shea inquired about the timeline for completion. Mr. Baskin noted if approval is received, the intent is to begin construction in the spring. Depending on materials the estimated timeframe for the first building could be 18 months (wood) or 2 years (concrete). Construction of the first building will indicate how long the second building will take. Counc. Shea asked if a certain timeframe is not met will the proposal return to Council? DPDS White advised he will double check the development agreement as it should outline a timeline.

Chairperson McMackin invited comments from the developer. Mr. Baskin stated his appreciation for the time put into reviewing the proposal, reiterating it is the fourth rendition. He added they are looking forward to the project.

DPDS White advised the development agreement indicates the developer has 5 years (60 months), from the date of Council’s decision, to substantially start the project.

MOVED by Counc. Shea and seconded by Counc. Mackay French the Planning Advisory Committee hereby recommends that Council enact By-law 2-10-29 to rezone the lands located off Holland Drive (PIDs 00056614, 00065094, 00056598) from Single Family Residential – Standard Zone [R1B] to Multi-Unit Residential (R4) to allow for the development of two 48-unit apartment buildings subject to the execution of a Development Agreement as amended, in accordance with the Community Planning Act.

CARRIED.

MOVED by Counc. Shea and seconded by Counc. Mackay French the Planning Advisory Committee hereby recommends that Council authorize the Mayor and Clerk to enter into an agreement, as amended, to allow for the development of two 48-unit apartment buildings on lands located off Holland Drive (PIDs 00056614, 00065094, 00056598).

CARRIED.

Chairperson McMackin thanked the applicants. Mr. Baskin thanked the Committee.

5. NEW BUSINESS**5.1 95 Hampton Road Brett Taylor**

OWNER: KV Properties Ltd.

PID: 30130314, 30130322, 00242495, 30130330, 00242271, 30130348,
30020051, 30130355

PROPOSAL: 36 Unit Apartment Building

The applicant Mr. Brett Taylor was in attendance. DPDS White noted the proposal is to rezone land at 95 Hampton Road and Woodland Avenue from Single Family Residential – Standard [R1B] and Central Commercial to Multi-Unit Residential Zone [R4] for a 36 unit apartment building. He added a four storey building is proposed, but because of soil conditions, the first floor of the building will be parking. He acknowledged some confusion surrounding the 8 PIDs. He clarified three PIDs (30130314, 30130322, and 00242495) closest to Hampton Road will not be rezoned, but will remain Central Commercial. He advised, if tabled, staff will prepare a map for clarification. The proposed building will be located on the rear portion of the land. Access has not yet been determined, but there are options via Hampton Road only, or an extension of Woodland Avenue to Hampton Road.

DPDS White advised the area is designated for high density residential development. There is sufficient space to accommodate the proposed building with reserved land for future commercial purposes. He noted the recommendation is to table the application pending receipt, and/or review, of information pertaining to: architectural design – staff suggestion to soften the institutional appearance with natural wood siding (example provided in staff report), a water capacity study, a shadow study (received – staff will review), input from the Kennebecasis Valley Fire Department (KVFD), a rezoning map, façade drawings, review of the traffic study and access, polling, and a draft development agreement and rezoning by-law.

The Committee inquired about the following: the example for the aesthetic; the Committee's role regarding design input; access via Hampton Road; current use of Town owned land as a parking lot for 93 Hampton Road; the subject land (8 PIDs); height of the building; a sprinkler system; and potential traffic congestion with access off Hampton Road.

DPDS White responded with the following: a generic photo was used to provide direction to the developer regarding the aesthetic; the Municipal Plan allows the Town more opportunity to indicate how the community should look; architectural context should be considered (ex. modern designed flat roofs are more appropriate in commercial areas); architectural conditions can be outlined in development agreements for rezoning applications; the access route, whether a driveway off Hampton Road, or an extension of Woodland Avenue to Hampton Road, is proposed on Town owned land; the access route will be constructed to Town standards with sidewalk; if approved, use of Town owned land as a parking lot for 93 Hampton Road will cease; there may be minor adjustments to property boundaries within the 8 PIDs to ensure sufficient space for the proposed building; despite parking on the first level, the building is considered a four storey building; KVFD will review the proposal and provide input likely addressing sprinkler systems; and the traffic study and options for access are currently under review by staff.

Counc. Shea proposed vehicle access via Woodland Avenue, with a pedestrian connection to Hampton Road. He expressed concern regarding potential congestion with vehicles accessing the property so close to a busy intersection (Marr Road/Hampton Road/Clark Road).

Chairperson McMackin invited comments from the developer. Mr. Taylor advised it will be a four storey building, with a sprinkler system, and parking on the first level; he is aware the proposed access via Hampton Road is currently used as a parking lot; however, staff proposed, and the traffic study supports, access to the property via Hampton Road. He noted his appreciation for the Committee's time and welcomed any questions.

M. Graham asked if future commercial use is the reason access is proposed on Town land, rather than the first three parcels of land. Mr. Taylor explained the rationale is to create the greatest distance possible from the Marr Road/Hampton Road/Clark Road intersection for safety purposes.

In response to an inquiry, Mr. Taylor noted, if given the choice, he prefers access via Hampton Road, rather than solely through Woodland Avenue. However, further evaluation is required. Counc. Mackay French asked if consideration was given to extending Woodland Avenue but restricting access to a one-way route off Hampton Road. DPDS White advised additional time is required to review the traffic study provided, as well as an independent traffic study commissioned by the Town, to ensure the optimal configuration. Mr. Taylor identified the main concern which is making a left-hand turn when exiting onto Hampton Road. He noted this has a greater impact to vehicles leaving the property. When questioned, DPDS White clarified, the current report proposes sole access through Hampton Road. He confirmed access will also be reviewed by the KVFD.

MOVED by Counc. Mackay French and seconded by K. Adams the Planning Advisory Committee hereby tables the rezoning application for 95 Hampton Road pending the receipt of a supplemental staff report containing the following:

1. Additional project details from the applicant;
2. Staff review and recommendation of traffic and access;
3. Polling results;
4. Review by KVFD; and
5. Draft development agreement and rezoning by-law.

CARRIED.

Chairperson McMackin thanked Mr. Taylor.

5.2 Highland Avenue

& Hillcrest Drive

Sean Hall & Luke Moffett

OWNER:

Sean Hall & Luke Moffett

PID:

00444885, 00444877, 30346308, 30187629

PROPOSAL:

41 Unit Apartment Building + 2 Single Family Dwellings

The applicants Mr. Sean Hall and Mr. Luke Moffett were in attendance. DPDS White highlighted the following:

- A proposal to rezone 1.67 acres of land off Highland Avenue and Hillcrest Drive from Single Family Residential – Large Serviced Zone [R1A] to Multi-Unit Residential Zone [R4], subject to a development agreement, to develop a 41 unit apartment building while retaining the two existing single family dwellings (2 & 4 Hillcrest Drive)

- Staff are supportive of rezoning the property for high density residential, but have concerns that the proposal:
 - Does not adhere to best practices for transitional density and infill development
 - Proposes a mix of high and low density on the same property, as opposed to high density along a major street with a gradual transition to lower density (ex. Central Park condominium complex)
 - Conflicts with Municipal Plan Policy HDR-2: the Policy does not permit low-density single-family dwellings as a compatible land use with high density residential designation (without an amendment to the Municipal Plan)
 - Exceeds the maximum allowable density of 39 units (33 units + 20% maximum bonus density, and instead proposes 30% – 41 units & 2 existing homes)
 - Conflicts with Municipal Plan Policy IM-7: the density bonus shall not exceed 20% of the maximum allowable density permitted by the Zoning By-law
 - Policy IM-8 (consideration of a Municipal Plan amendment) is not applicable because the Municipal Plan is only 1 year old, and there have been no:
 - changing community demographics, climactic or environmental conditions, technological advances, or unforeseen community economic circumstances;
 - additional technical information or scientific studies which identify the need for change; and
 - changes to Provincial or Federal regulations, laws or policies
 - 43 units on 1.67 acres has a density of 25.75 units per acre, which represents a 71% increase in neighbouring density when compared to the condominium development at 52-54 Hampton Road (58 units on 3.85 acres or 15.06 units per acre)
 - Such a high density is expected to have a negative impact on the character of the neighbourhood
 - Is not contextually appropriate, and is uncharacteristic, in terms of architectural design within the area
 - The four storey flat roof “modern aesthetic” building (similar to the Chapel Road project) does not relate well to this specific neighbourhood
 - A major architectural feature found in the neighbourhood is large gabled roofs with pediments, and wood shingles
 - A factor in Council’s decision to approve the Central Park complex was the design which emulated Town Hall
- Staff recommend tabling the proposal to permit the applicants to improve the application by reducing density, revising the architectural design, and removing the existing dwellings
 - If the application is refused by Council, no further application may be considered by Council for one year

Counc. Shea inquired about reconfiguration so the apartment building and existing homes are on separate lots. DPDS White advised this would limit the area for the apartment building, and density would need to be lowered even more (1 apartment unit per 200 m²), which staff would support.

Counc. Shea asked if the Municipal Plan dictates the architectural style desired on the street (ex. gabled roofs and cedar shingles). He mentioned there are buildings with flat roofs in the area such as Rothesay High School. DPDS White advised that these are institutional buildings and not residential buildings, however this is a transitional area – residential zones border institutional zones, that transition to commercial zones. M. Graham asked if the roof of Touchstone Academy (the former Legion) is flat. DPDS White advised it is, and added it is a 1-1.5 storey institutional building. Counc. Shea asked if the recommendation is to table the proposal pending modifications from the developers. DPDS White noted this is correct, but clarified the developers will be asked to re-envision the project to ensure the proposal does not violate the Municipal Plan. If approved as is, amendments to the Municipal Plan are required. Counc. Shea questioned when DPDS White anticipates the proposal would be removed from the table. DPDS White proposed hearing from the developers as this may provide more details.

Chairperson McMackin invited Mr. Hall and Mr. Moffett to speak.

Mr. Moffett noted he submitted his presentation in July. He mentioned it may take some time to go over since staff are recommending the existing homes be torn down. DPDS White stated this is an inappropriate statement; staff are not recommending the homes be torn down.

Mr. Moffett stated his presentation is about perspective. He highlighted the following:

- The request is for 41 units
 - 2 barrier-free units
 - A combination of 10 affordable and age-friendly units
 - 3 net zero units
- Site Plan:
 - Measurements were taken from the houses to the apartment building
 - the distance is greater than Building Code requirements
 - exceeds the space between the two condominium buildings at 52-54 Hampton Road (there is more privacy than 12 units facing 12 units)
- Traffic
 - No concerns were identified in the traffic study or by Town staff
- Elevation
 - Similar to the building approved for the Chapel Road project (use of similar unit layouts to leverage the investment)
 - Four storeys with underground parking
- Land
 - Four parcels were consolidated over the last five years
 - land acquired from the Government of New Brunswick, and 1 Highland Avenue to align the driveway with the Touchstone Academy driveway
 - existing driveway off Hillcrest Drive will be used to access underground parking
- Rationale for project: location, design, water test (ample water on Hampton Road), and no concerns regarding traffic
- Staff opposition: not a good development for this location, the homes have been described as ugly, staff will not support the proposal if the two houses remain
 - Tabling the proposal will not solve the issue of the two houses
 - The intent of the developers is to maintain the two existing homes

- The development supports many aspects of the 2030 vision of the Municipal Plan including: sustainability, transportation (close proximity to bus stop), walking distance to parks, supports neighbourhood, age-friendly units, housing diversity, natural environment, and commercial corridor

Mr. Moffett addressed staff's concerns regarding infill, density, and aesthetic:

- The location is ideal for affordable and age-friendly units based on CMHC identified criteria
 - It has accessible units, and is in close proximity to: the primary business district, doctor offices (within 1 km), public parks and walking trails (within 1 km), public transportation (within 100 m), four schools within walking distance, two daycares (within 0.5 km), library (further than CMHC standard: 2.3 km rather than 1.5 km), grocery stores (less than 1 km), pharmacies (less than 1 km), and integrated housing (age-friendly and affordable units proposed)
- There were homes on either side of the Central Park condominiums
 - Central Park project was viewed as the "gold standard" but opinions are subjective
- Developers are opposed to staff's suggestion to front the apartment building on Hampton Road
- Policy HDR-2: states other compatible uses may be permitted in the High-density designation without amendment to the Municipal Plan, included *but not limited to clustered residential housing and attached dwellings*
 - An email correspondence from Don-More Surveys and Engineering Ltd. indicates clustered residential housing "is really just a collection of buildings on a single lot"
 - Under Policy MDR-4 the two single family dwelling units are permitted since they both have less than 1,500 square feet of living floor area
- An email correspondence from zzap (a planning and architecture firm) suggest it is a good infill project because: it fronts Highland Avenue not Hampton Road; the two homes front Hillcrest Drive and have been there for years; it minimizes the impact to the neighbouring single family homes (owned by the applicants); it utilizes existing infrastructure; it does not require another driveway onto Hampton Road; it promotes walkability; it consolidated multiple parcels of land; and the design provides a range of housing options (affordable units, net zero units, fitness facilities)
- The proposed location of the apartment building is ideal in terms of the shadow study results, and the view of Memorial Park
 - The location would not change whether the two homes were there or not
 - It minimizes the impact to neighbouring properties
 - Support for the project was received from multiple property owners including: 1 Highland Avenue (October 2020), and 6 Hillcrest Drive (October 2021)
- Connect Our Future's description for best practices in infill states "typically, successful infill development programs focus on improving neighbourhood fabric, creating a better mix of jobs and housing, reducing blight, and pulling investment back into the hearts of communities, *while not displacing long-time residents*"

Mr. Moffett noted the presentation is also for the Canadian Mortgage and Housing Corporation (CMHC) and Provincial Housing Programs so it highlights the benefits of integrated housing.

Mr. Moffett explained the consequences of tearing down affordable housing by summarizing a letter from a former Rothesay resident. The letter notes the individual was evicted from his affordable apartment so the landlord could tear down the building. The individual was forced to move his family to Saint John because he could not find other affordable housing below \$1,500.

Mr. Moffett summarized letters from the tenants of 2 & 4 Hillcrest Drive praising management of the properties by the applicants, and supporting the proposal. The letters also note the tenants have lived beside a construction site for years with no issue – one family moved from Dubai and chose to live in Rothesay. Mr. Moffett displayed before and after photos of the renovated interiors of 2 & 4 Hillcrest Drive. He displayed a letter from the Government of New Brunswick (GNB), following an inspection, noting the houses are “in exceptionally good condition”. The letter also encourages the applicants to apply for provincial funding for the Affordable Rental Housing Program.

Mr. Moffett listed the following reasons why the proposal is a good infill project and why the houses should remain: there is no more a requirement to tear down the houses as there are to tearing down the neighbors’ properties at 1 Highland Avenue or 6 Hillcrest Drive; the Town treats this land as extra special – it is not in “Traditional or Heritage Area”, it is in a transitional area; the Town should support affordable housing not continue to tear them down (24 unit apartment building on Scott Avenue), the rationale for tearing down these houses has changed; tenants are comfortable living near construction; the developers own the houses; tearing down the houses doesn’t change the preferred location; broad support for site plan; GNB likes the houses; the houses had significant cosmetic upgrades; zero business case to tear down two houses appraised at \$550,000 – can use this as equity to build an apartment building; the distance between the houses and proposed building meets Building Code requirements; the development is an excellent example of infill development; and it is a property that otherwise wouldn’t have been developed if the four parcels weren’t assembled by the developers, with an investment of \$75,000 in design and engineering work to make a viable and attractive project for Rothesay.

Mr. Moffett requested support from the Planning Advisory Committee in maintaining the houses in conjunction with the apartment building.

Mr. Moffett addressed staff’s concerns regarding density. He noted Municipal Plan Policy IM-7 clarifies a developer cannot exceed 20% for policy R-1 Affordable Housing and R-2 Age-Friendly Housing combined on the maximum allowable density permitted by the Zoning By-law. He reviewed a density calculation, noting if the size of the property is 6738 square meters, divided by 200, equates to 33.69. Policies R-1 and R-2 state “where the total number of units calculated results in a fraction, the number shall be rounded to the nearest whole number”. In which case 33.69 rounded to the nearest whole number is 34 (not 33). Utilizing the maximum density bonus under the Affordable and Age-Friendly policies of 20% provides: 40.4 units. Utilizing the two single-family dwellings would provide a minimum of 38 new units. Furthermore, the proposal requests three density bonus units under Policy R-12 Sustainable Design (net zero units). He suggested, Policy R-12 does not limit the number of units. These three additional units brings the total to 41 units. He went on to explain a plan to install enough solar panels on the roof to provide enough power for these three additional units; which is environmentally beneficial but would not occur without use of Policy R-12.

Mr. Moffett explained the increase from 39-41 units would not change the size or site plan of the building. Instead, adjustments would be made to the size of some units.

Mr. Moffett disagreed that the Municipal Plan is a year old, noting development of the Plan began in 2018, and significant changes have occurred as a result of the pandemic. He stated the Municipal Plan has different interpretations and should not be taken literally. For instance, six months into enactment of the Municipal Plan the Town introduced affordable housing standards that differed from CMHC standards. While demographics didn't change, the Town chose to base rental rates on 30% of lone parent's average income, rather than 30% of the average general population's income. He listed further changes including increases in the cost of construction materials and property assessments.

Mr. Moffett reviewed a matrix suggesting why comparisons between the proposed apartment building, the Central Park condominiums, and Town Hall is not appropriate based on: average size of units, density, road infrastructure, number of adjacent streets, use, height, distance between buildings, number of units impacted by close proximity, and ownership of units impacted.

Mr. Moffett responded to staff concerns regarding architecture. He praised the architectural aesthetic of Town Hall and the Central Park project but noted these are not apartment buildings. He displayed several examples of a mix of rooflines in the neighbourhood for institutional, commercial, single-family and multi-unit residential buildings. He noted there is an abundance of flat roofs, and displayed three examples of apartment buildings with pitched roofs. He stated he stands by the current design of the proposal because solar panels can be angled better on flat roofs. He indicated the plastic bag ban suggests sustainability is important to the Town.

Mr. Moffett concluded by noting:

- 35 signatures (varying demographics) were received from neighbouring properties, including the developers of the Central Park buildings, indicating support for the project
- The Municipal Plan states "the Municipal Plan is a dynamic document, and should be interpreted and implemented in a fluid way. It is not anticipated that the Plan be read so stringently that the most literal definition becomes the accepted interpretation."
- The developers are in complete alignment with staff for redevelopment of the property for higher density residential

Chairperson McMackin invited questions from the Committee.

Counc. Shea asked about the number of accessible units. Mr. Moffett advised there will be at least 3 or 4 within the combination of 10 Affordable and Age-Friendly units. The final number has not been determined.

M. Graham asked what would need to change, other than the aesthetic, in order for the proposal to comply with the Municipal Plan. DPDS White reiterated the location is suitable for high density residential, as designated in the Municipal Plan. However, the fundamental issue is that the proposal is trying to fit too much onto the site. The project conflicts with the Municipal Plan. As an author of the Municipal Plan, he stated, Mr. Moffett's interpretation of the Plan is not what was intended. In terms of M. Graham's question, DPDS White advised, in order to comply, the project would require a reduction in density.

DPDS White reiterated, staff are not recommending the houses be torn down. Staff have informed the applicants what is required if the property is to be rezoned to construct 41 units in compliance with the Municipal Plan. Alternatively, he added, staff would support maintaining the homes if the applicants proposed a subdivision application for other single-family homes.

Chairperson McMackin inquired about the maximum number of units allowed in order to comply with the Municipal Plan. DPDS White suggested the calculations need to be reviewed, but without density bonuses, 33 or 34 total units are permitted. With density bonuses (maximum of 20%) 39 units are permitted. M. Graham questioned if this is inclusive of the two homes. DPDS White clarified, this does not include the homes – Policy HDR-2 does not permit low-density single-family dwellings as a compatible land use with high density residential designation.

The Committee compared the distance between the proposed building and the single-family homes to the distance between the Central Park condominium buildings and the garden homes at 52-54 Hampton Road. DPDS White advised the layout of the Central Park project was intended to use the medium density garden homes as a buffer to the neighbouring single family homes. This is an example of an optimal density transition. Town Manager Jarvie advised the project proposes 10 meters or less between the homes and the apartment building; whereas the closest garden home to the condominiums is 27 meters, while another is 54 meters away.

There was discussion pertaining to: changing the density to comply with the Municipal Plan and/or maintaining the houses; a height comparison between the proposed apartment building, Town Hall, and the condominium buildings; amendments to the Municipal Plan if the proposal is approved by Council as is; and next steps to come to a mutually beneficial outcome for the developers and the Town.

DPDS White explained: there are factors that suggest the project is not suitable as it stands; the four storey apartment building would be similar in height to the gabled roofs of the 3 storey condominium buildings, but taller than Town Hall; staff would need to prepare a report of Municipal Plan amendments required in order to approved the proposal as it stands; and the recommendation allows Town staff and the developers to discuss the project further to determine if an arrangement can be found which considers the interest of the public and the developers.

Mr. Moffett noted the distance between the two condominium buildings is less than the distance between the homes and the proposed apartment building. He reiterated he does not believe an amendment to the Municipal Plan is necessary to maintain the two single family homes. He noted the divisive issue that requires settling is the fate of the two homes. He explained, he and Mr. Hall purchased the homes, renovated the interiors, and left the exteriors as is (in poor condition) until further decisions are made with respect to the project. The big debate, he stated, is whether the two homes can remain. If they can remain – which is what he is requesting of the Committee – the issue then becomes density. However, the site plan would not change, only the number of units. He expressed concern significant costs are associated with design revisions but he is open to discussing the matter. He requested clarity regarding whether the homes can remain.

Town Clerk Banks requested Mr. Moffett provide a copy of his presentation to Town staff for record keeping purposes.

Counc. Shea summarized, noting 39 units is preferred to 41. He added he has no issue with the two single-family homes on the property. He asked if a difference of two units is what is holding up a decision. Mr. Moffett is of the opinion that this is what is delaying the project. HE proposed a motion for the Committee to consider.

Mr. Moffett explained he came to the meeting willing to compromise. He stated he likes the look of the building, the project is supported by 35 surrounding property owners, but he is amenable to changes in order to move the project forward. He proposed incorporating the look of a peaked roof but with a flat roof behind it for the solar panels. He suggested if the two homes can remain, and the total number of units is confirmed, the architectural design can be revisited.

Chairperson McMackin questioned where Town staff draws the line on architectural design. DPDS White reported he has had discussions with the project's design team on different ways to incorporate more suitable elements. However, it is not staff's role to design the project.

Counc. Shea asked if a motion for a 39 unit apartment building, keeping the two houses, would satisfy everyone. Mr. Moffett directed the Committee's attention to his proposed motion on screen. DPDS White suggested it is inappropriate for developers to propose motions for the Committee, citing this is the role of staff. He agreed a tabling motion is recommended as further discussion between Town staff and the developer is required.

Chairperson McMackin asked what conditions can be included in a motion of the Committee. Town Clerk Banks advised this is at the discretion of the Committee, but requested the wording be carefully laid out because further discussion is not permitted once a tabling motion is put forth. Chairperson McMackin suggested conditions should include the number of units, whether the houses can remain or not, and the architectural style.

Counc. Mackay French asked if another apartment building can be constructed on the property if the two houses are removed in the future. DPDS White indicated there may be room for two apartment buildings but density would have to be considered. When questioned, DPDS White reiterated, without density bonuses, 33 or 34 units are permitted on site.

Counc. Mackay French stated she is uncomfortable telling the developers to remove the homes.

The Committee discussed rewording staff's recommendation. The Committee agreed the proposed reworded motion allows further discussion regarding the two single-family homes. DPDS White advised the Committee has not provided direction on whether the two homes should remain or not. Earlier points raised note amendments to the Municipal Plan are required in order to rezone the property and allow the two homes to remain. Chairperson McMackin suggested this can be discussed in the future following removal of the item from the table.

MOVED by Counc. Shea and seconded by Counc. Mackay French the Planning Advisory Committee hereby tables the application to rezone land off Highland Avenue and Hillcrest Drive from the R1A zone to the R4 Multi-Unit Residential zone pending a revision of the proposed development to reduce the density of the project to 34 units plus bonus units requested by the developer, and approved by the Planning Advisory Committee, and further revision of the architectural style of the project to reinforce the general character of the area.

CARRIED.

Chairperson McMackin thanked Mr. Moffett. Mr. Moffett thanked the Committee.

6. CORRESPONDENCE FOR INFORMATION
N/A

7. DATE OF NEXT MEETING(S)

The next meeting will be held on ~~Monday, January 3, 2022~~ **Tuesday, January 4, 2022.**

When questioned, Town Clerk Banks advised the next meeting will be moved to the following Tuesday, January 4, 2022 because Monday, January 3, 2022 is a holiday.

8. ADJOURNMENT

MOVED by T. Brittain and seconded by M. Graham the meeting be adjourned.

CARRIED.

The meeting adjourned at 7:46 p.m.

CHAIRPERSON

RECORDING SECRETARY



ROTHESAY

2021December13OpenSessionFINAL_157

BUILDING PERMIT REPORT

11/1/2021 to 11/30/2021

Date	Building Permit No	Property Location	Nature of Construction	Value of Construction	Building Permit Fee
11/30/2021	BP2021-00146	18 KILDARE	ADDITION	\$100,000.00	\$725.00
11/01/2021	BP2021-00147	1 BALMORAL	SINGLE FAMILY	\$300,000.00	\$2,175.00
11/30/2021	BP2021-00178	6 ALLISON DR	SINGLE FAMILY	\$450,000.00	\$3,262.50
11/16/2021	BP2021-00179	17 CAMERON RD	STORAGE SHED	\$4,500.00	\$36.25
11/23/2021	BP2021-00180	23 MAIDEN LN	ATTACHED GARAGE	\$150,000.00	\$1,087.50
11/30/2021	BP2021-00182	38 MALISEET DR	SINGLE FAMILY	\$400,000.00	\$2,900.00
11/01/2021	BP2021-00183	38 CLARK RD	DECK	\$5,000.00	\$36.25
11/01/2021	BP2021-00187	1 PRINCE ALBERT CT	FENCE	\$1,000.00	\$20.00
11/01/2021	BP2021-00188	3 PRINCE ALBERT CRT	FENCE	\$1,000.00	\$20.00
11/01/2021	BP2021-00190	65 RIVERVIEW AVE	DECK	\$3,200.00	\$29.00
11/10/2021	BP2021-00191	7 AYERSCLIFFE COURT	RENOVATION	\$20,000.00	\$145.00
11/03/2021	BP2021-00192	46 GREEN ROAD	FENCE	\$10,000.00	\$72.50
11/02/2021	BP2021-00193	33 WEDGEWOOD	ABOVE GROUND POOL	\$10,000.00	\$72.50



ROTHESAY

2021 December 13 Open Session FINAL 158

BUILDING PERMIT REPORT

11/1/2021 to 11/30/2021

Date	Building Permit No	Property Location	Nature of Construction	Value of Construction	Building Permit Fee
11/29/2021	BP2021-00194	20 HIBBARD LANE	ACCESSORY BUILDING	\$100,000.00	\$725.00
11/15/2021	BP2021-00196	1 SCOTT AVE	RENOVATION	\$3,500.00	\$29.00
11/08/2021	BP2021-00197	45 DOFRED RD	STORAGE SHED	\$3,500.00	\$29.00
11/19/2021	BP2021-00198	22 MARR RD	INTERIOR RENOVATIONS - COMMERCIAL	\$35,000.00	\$253.75
11/19/2021	BP2021-00200	97 GIBBON RD	WINDOWS	\$1,800.00	\$20.00
11/30/2021	BP2021-00203	4 DUNROBIN	ACCESSORY BUILDING	\$3,500.00	\$29.00
Totals:				\$1,602,000.00	\$11,667.25
Summary for 2021 to Date:				\$9,364,295.23	\$70,487.75

2020 Summary

	<u>Value of Construction</u>	<u>Building Permit Fee</u>
Monthlhy total:	\$297,600.00	\$2,702.50
Summary to Date:	\$19,662,249.00	\$145,943.75



ROTHESAY

INTEROFFICE MEMORANDUM



TO : Mayor Grant & Council
FROM : John Jarvie
DATE : 9 December 2021
RE : Capital Project – Status Report

The following is a list of 2021 capital projects, holdover 2019 and 2020 capital projects and the status of each along with a continuing project from 2016.

	PROJECT	BUDGET	\$ TO 30/10/21*	COMMENTS
2016	General Specification for Contracts	40,000	40%	Draft document under review by staff
2019	Trail & sidewalk connector Wells	\$1.62M	-	Subject to grants; estimate revised to current – land acquisition discussions with Province underway
2020	Secondary Plan road design	50,000	-	Wiljac – decision tabled
	Turnbull Ct sewer replacement	\$1.11M	95%	Pipework complete, pump station commissioning underway
	Production Wells	250,000	60%	Final meeting with Provincial regulators pending
	Town Hall (elevator)	120,000	75%	Operational
	Scribner Field replacement (Wells)	550,000	70%	Work underway
	Arena renovations	1.02M	60%	Substantially complete
	College Hill Water line	750,000	100%	Project complete and line fully operational
	IT equipment & software	38,000		Photocopier back ordered
	2021 Street Resurfacing	1,610,000	80%	Work 99% complete
	2021 Curb & Sidewalk	285,000	80%	Highland Avenue Sidewalk substantially complete
	2021 Designated Highways	1,100,000		Funding denied
	Drainage Study	200,000	40%	Field survey work done, video inspection 90% complete
	Intersection Improve Spruce & Clark	300,000	100%	Work substantially complete, awaiting pole delivery
	Fleet/Equipment	600,000	33%	Sidewalk plow purchased; planned 2021 and several 2020 items deferred to 2022 budget
2021	Parks Equipment	25,000	100%	Trail groomer received.
	Trails	50,000		Deferred pending land acquisition
	Wells Ballfield	250,000	60%	Work continuing toward fall completion
	Wells New Building	61,000	26%	Grant application submitted.
	Arena Renovations	600,000	50%	Completed.
	WWTP Phase II design	1,000,000	2.5%	Survey work underway
	Production Wells (#7)	290,000	12%	Regulatory approval for withdrawal rate pending
	Shadow Hill Court water	400,000		Preliminary design and cost estimates complete
	Storage Tank heating	60,000	100%	Installed and operating
	Station Rd, cast iron line replacement	250,000		Deferral approved at June Council meeting
	Turnbull Ct sewer replacm't Phase II	1,000,000		Tender on December agenda for award
	Seville Sewer repair	100,000	100%	Work substantially complete
	SCADA	35,000	26%	In design phase
	Asphalt related sewer work	95,000	100%	Included with 2021 tender

* Funds paid to this date.



ROTHESAY

MEMORANDUM



TO	:	Mayor and Council
FROM	:	Town Clerk Banks
DATE	:	8 December 2021
RE	:	Holland Hills Development – Rezoning PID#s 00056614, 00065094, 00056598

RECOMMENDATIONS:

- Council give 1st Reading by Title, to By-law 2-10-29, “A By-law to Amend the Zoning By-law”
- Council give 2nd Reading by Title to By-law 2-10-29, “A By-law to Amend the Zoning By-law”



ROTTLESAY MEMORANDUM



TO : Mayor and Council
FROM : Planning Advisory Committee
DATE : December 8, 2021
RE : Holland Drive (PID 00056614, 00065094, 00056598)

The Planning Advisory Committee passed the following motions at its regular meeting on Monday, December 6, 2021:

MOVED ... and seconded ... the Planning Advisory Committee hereby recommends that Council enact By-law 2-10-29 to rezone the lands located off Holland Drive (PIDs 00056614, 00065094, 00056598) from Single Family Residential – Standard Zone [R1B] to Multi-Unit Residential (R4) to allow for the development of two 48-unit apartment buildings subject to the execution of a Development Agreement as amended, in accordance with the Community Planning Act.

CARRIED.

MOVED ... and seconded ... the Planning Advisory Committee hereby recommends that Council authorize the Mayor and Clerk to enter into an agreement, as amended, to allow for the development of two 48-unit apartment buildings on lands located off Holland Drive (PIDs 00056614, 00065094, 00056598).

CARRIED.



BY-LAW 2-10-29
A BY-LAW TO AMEND THE ZONING BY-LAW
(No.2-10 Rothesay)

The Council of the town of Rothesay, under authority vested in it by the Community Planning Act, and amendments thereto, hereby amends By-Law 2-10 "Rothesay Zoning By-law" and enacts as follows:

That Schedule A, entitled "Zoning" as attached to By-Law 2-10 "ROTHESAY ZONING BY-LAW" is hereby amended, as identified on the attached sketch, identified as Attachment "2-10-29".

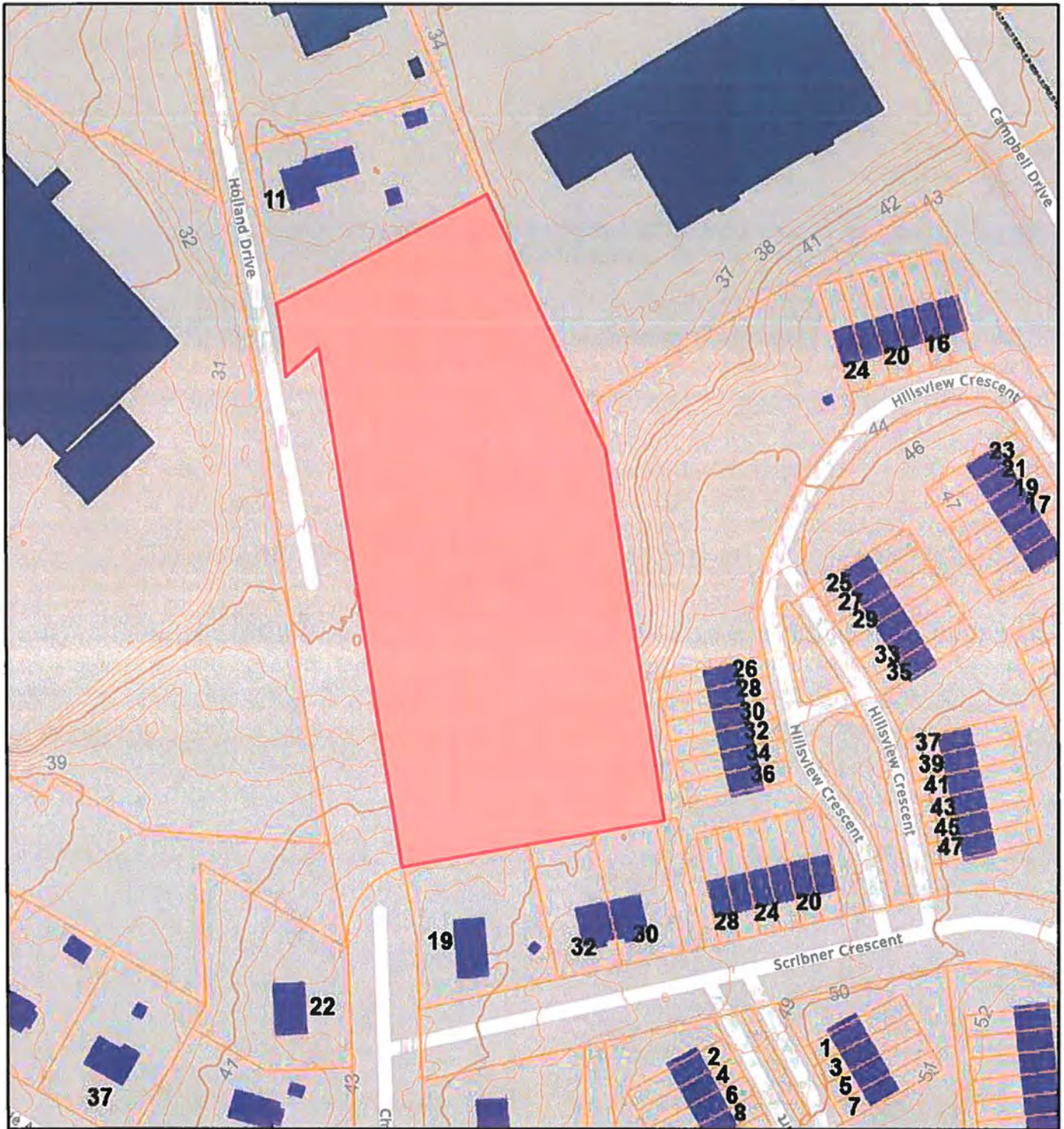
The purpose of the amendment is to rezone lands located Holland Drive (PIDs 00056614, 00065094, 00056598) from Single Family Residential – Standard Zone [R1b] to Multi-Unit Residential (R4) to allow for the development of two 48-unit apartment buildings subject to the execution of a Development Agreement in accordance with the Community Planning Act, supra.

FIRST READING BY TITLE :
SECOND READING BY TITLE :
READ IN ENTIRETY :
THIRD READING BY TITLE
AND ENACTED :


MAYOR

CLERK

By-law 2-10-29 Holland Drive (PIDs 00056614, 00065094, 00056598)



8/19/2021, 2:08:50 PM

Building
 Commercial
 Residential
 Rothesay Boundary
 Property
Civic Address

1:2,257
 0 0.01 0.03 0.05 mi
 0 0.02 0.04 0.08 km

Sources: Esri, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap and the GIS user community. Sources: Esri, HERE, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

Rothsay

DEVELOPMENT AGREEMENT

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

Parcel Identifier of Parcels Burdened by Agreement: 00056614, 00065094, 00056598
(to be consolidated)

Owner of Land Parcels: **A.C. Baskin Investments Inc.**
ADDRESS 1
Rothsay, New Brunswick
Postal Code (Hereinafter called the "Developer")

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

a body corporate under and by virtue of the Local Governance Act, RSNB 2021, Chapter 18, located in the County of Kings and Province of New Brunswick

WHEREAS the Developer is the registered owner of certain lands located off Holland Drive (PIDs 00056614, 00065094, 00056598) 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 two (2) forty-eight (48) unit apartment buildings with underground parking on the Lands as described in Schedules B through D. (herein after called the "Project")

AND WHEREAS Rothsay Council did, on **INSERT DATE**, authorize the Mayor and Clerk to enter into a Development Agreement with **CORPORATE NAME** to develop a residential apartment complex 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 agrees that the total number of residential units situated on the Lands shall not exceed ninety six (96) residential apartment units.

Schedules

2. The Developer agrees to develop the Lands in a manner, which, in the opinion of the Development Officer, is generally in conformance with the following Schedules attached to this Agreement:
 - a. Schedule A Legal Description of Parcels
 - b. Schedule B Proposed Site Plan and Location of Buildings
 - c. Schedule C Building Elevations (4)
 - d. Schedule D Landscape Plan
 - e. Schedule E Storm Water Management Plan

Site Development

3. The Developer agrees that except as otherwise provided for herein the use of the Lands shall comply with the requirements of the Rothsay Zoning By-law and Subdivision By-law, as may be amended from time to time.
4. The Developer agrees to develop the Lands in a manner, which, in the opinion of the Development Officer, is generally in conformance with Schedules B, C, D and E.

Tenant Selection

5. The Town and the Developer agree that prior to Final Occupancy the parties SHALL enter into a Memorandum of Understanding regarding the selection of tenants for the affordable housing and Universal Design Barrier-Free Apartments units that reflects a mutual commitment to housing low-income people and persons with disabilities.

Affordable Housing

6. The Developer agrees to maintain for a period of twenty (20) years, adjusted by the Consumer Price Index based upon initial occupancy at the first day of building occupancy, no fewer than thirteen (13) 'affordable' 2 bedroom apartment units with similar finishes for flooring, trim, bathrooms, paint and kitchen cabinets as the market rental units, with a Base Monthly Rental Rate at or below 30% of the Median Total Income of Lone-Parent economic families in the published 2015 Statistic Canada data, being \$53,376, in Rothesay.
7. The Developer further agrees that once the base rents for the affordable units are established in the first year of occupancy, they shall only be raised by a maximum of the Consumer Price Index (CPI), annual average not seasonally adjusted for Saint John, N.B.
8. The Developer agrees to provide to Rothesay an annual audit or legal affidavit signed by a licensed member in good standing of the Chartered Professional Accountants of New Brunswick that provides reasonable assurance that the rents of the affordable units comply with this agreement.
9. The Developer agrees to bear all costs associated with the annual audit or legal affidavit referenced in the preceding paragraph (8) above and to fully cooperate with Rothesay relating to such audit monitoring and evaluation.
10. The Developer agrees that during the full Term of this Agreement, that any failure by the Developer to maintain the affordability provisions as set out in the preceding paragraphs above (6 to 8) or any other violation of any material term of the affordability principles shall constitute a default under this Agreement.
11. The Developer agrees that upon any such default, Rothesay may demand and the Developer agrees to pay to Rothesay an amount equal to twice the difference of the actual rent received and the maximum amount of rent permitted under clause 7. The Developer agrees to pay interest on any balance in arrears at the rate of 1.25% percent per month compounded monthly.
12. Rothesay and the Developer agree to defer monitoring of the affordable housing aspects of this Agreement should the development become subject to or be monitored under a Federal or Provincial recognized affordable housing program that provides governance, regulation and monitoring. Where no such program is in effect, this agreement shall prevail.
13. Rothesay and the Developer agree that nothing contained in this agreement shall make or be construed to make any tenant or resident of the Project the responsibility of Rothesay.

Architectural Guidelines

14. The Developer agrees that an objective of this development is to provide a high quality and visually attractive development, which exhibits an architectural design that reinforces the community character and that is generally consistent with the existing styles of housing in Rothesay. The Developer agrees to ensure the following:
 - a. The architectural design of the building shall be, in the opinion of the Development Officer, generally in conformance with Schedule C.

- b. All exterior mounted ventilation and related mechanical equipment, including roof mechanical units, shall be concealed by screening in a manner to reduce clutter and negative impacts on the architectural character of the building.
15. The Developer agrees that the six storey buildings shall be constructed to the requirements for "high" buildings as found in subsection 3.2.6. of the National Building Code and more precisely the following sections shall be adhered to:
- a. The building shall be designed to limit the danger to occupants and firefighters from exposure to smoke by complying with sentences 3.2.6.2 (2)-(6);
 - b. The building elevators shall be equipped with manual emergency recall per Article 3.2.6.4;
 - c. At least one elevator shall be designated for use by firefighters per Article 3.2.6.5;
 - d. The building shall be designed to include a means of venting smoke from each floor area to aid firefighting per Article 3.2.6.6.
 - e. The building shall be equipped with a central fire alarm and control facility, which includes a voice communication system per Article 3.2.6.7 and 3.2.6.8.

Storm Water

16. The Developer shall carry out, subject to inspection and approval by Town representatives, the installation of a storm water system as per Schedule E of this agreement. The Developer agrees to accept responsibility for all costs associated such installation including the following:
- a. Construction, to Town standards, of a storm water system including pipes, fittings, precast sections for manholes and catch basins capable of removing surface water from the entire developed portion of the lands to a predetermined location selected by the Developer's Engineer and approved by the Town Engineer; and
 - b. Topsoil and hydro-seeding of shoulders of roadways.
17. The Developer agrees to submit for approval by the Town, prior to commencing any work on the storm water system such plans, as required by the Town, that shall conform with the design schematics and construction standards of the Town, unless otherwise acceptable to the Town Engineer.
18. The Developer agrees that all roof leaders, down spouts, and other storm water drains from the building, parking lot and landscape features shall not be directed or otherwise connected or discharged directly to the Town's storm water or sanitary collection system.
19. 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.

Municipal Streets

20. The Developer shall carry out, subject to inspection and approval by Rothesay representatives, and pay for the entire actual cost of the following:
- a. surveying and staking of lots and streets;
 - b. rough grading of streets to profiles approved by Rothesay;
 - c. fine grading of streets to profiles approved by Rothesay;
 - d. hard surfacing of the streets as shown on the plan to Rothesay

- specifications; sub-grade standards, compaction and finish as approved by Rothesay's Engineer, in writing, before final hard surfacing may be installed;
- e. constructing the proposed connection of Chapel Road to Holland Drive;
 - f. construction of a cul-de-sac as reviewed by the Developer's Engineer and approved by Rothesay's Engineer;
 - g. supply and maintenance of for a period of two (2) years the topsoil, sod, landscaping and the planting of street trees calculated as no more than one tree for each 10 meters measured along the linear centre line of the public street right of way, planted on location(s) approved by Rothesay and where such street trees are as follows:
 - i. Not smaller than six centimeters (6 cm) in diameter measured at a point being 2 meters above the root ball such trees species as approved by Rothesay.
 - ii. Inspected by Rothesay 12 months from time of planting and again then at 24 months. The Developer shall replace trees identified for replacement during warranty inspections.
 - h. Engineering design and inspection of those works referred to in clauses b), c) d), e) and f) of this section.
21. The Developer agrees to provide signed documentation and progress reports from a practicing Professional Engineer, licensed in New Brunswick ensuring that applicable codes and standards have been met and that the work was completed and utilizing such materials as in accordance with the terms of this Agreement and approved specifications.
22. The Developer agrees to provide as-built drawings that delineate all public infrastructure to be submitted to Rothesay in compliance with the minimum standards and requirements specified in Rothesay's Digital Data Submission Standards for Infrastructure and Construction Drawings.
23. Rothesay reserves the right to assign or rename public street names, notwithstanding that names may not correspond with existing names.
24. The Developer agrees that all items, materials, pipes, fittings, and other such infrastructure following acceptance of delivery on site by the Developer shall remain the full responsibility of the Developer against their accidental breakage or vandalism until Rothesay accepts the completed works.
25. The Developer agrees to restore all disturbed or damaged areas of the public street and right of way to the satisfaction of Rothesay's Engineer following installation of the required municipal services.

Municipal Sidewalks

26. The Developer shall carry out and pay for the entire actual cost of a public sidewalk and associated barrier curbing as required to comply with Town standards within the Town right-of-way along the entire frontage of the Lands and extending the sidewalk to the intersection of Parkdale Avenue and Chapel 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:
 - b. 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.

Intersection Improvements – Cost Contribution

27. The Developer agrees to pay to Rothesay upon receipt of an invoice an amount not exceeding **forty percent (40%)** of the actual cost incurred and expended by Rothesay for traffic signalization including, curbing, sidewalks, road widening, traffic lights, poles, controllers, accessories, electrical equipment and appurtenances necessary for their installation and initial operation, installed at the intersection of Marr Road and Chapel Drive.
28. Rothesay and the Developer agree that the capital cost contribution obligation shall expire in **ten (10) years** from the date of the execution of this agreement should Rothesay not proceed with the traffic signalization at the intersection of Marr Road and Chapel Drive.
29. The Town and Developer agree that the design and construction of the intersection and related improvements shall be solely determined by the Town.

Water Supply

30. The Developer agrees to connect to the Town's nearest and existing water system at a point to be determined by the Town Engineer and utilizing methods of connection approved by the Town Engineer.
31. The Town agrees to supply potable water for the purposes and for those purposes only for a maximum of ninety-six (96) residential dwellings and for minor and accessory purposes incidental thereto and for no other purposes whatsoever.
32. The Developer agrees to pay the Town a fee for connection of the building to the Town water system including sprinkler feed to the Town water system calculated in the manner set out in By-law 1-18, Rothesay Water By-law as amended from time to time, to be paid to the Town twelve (12) months following the issuance of the building permit.
33. The Developer agrees that the Town does not guarantee and nothing in this Agreement shall be deemed 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.
34. The Developer agrees that all connections to the Town water mains shall be approved and inspected by the Town Engineer or such other person as is designated by the Town prior to backfilling and that the operation of water system valves is the sole responsibility of the Town.
35. The Developer agrees to comply with the Town's Water By-law and furthermore that a separate water meter shall be installed, at their expense, for each residential connection made to the Town's water system.
36. The Developer agrees that the Town may terminate the Developer's connection to the Town water system in the event that the Town determines that the Developer is drawing water for an unauthorized purpose or for any other use that the Town deems in its absolute discretion or if an invoice for water service is more than 90 days in arrears.
37. The Developer agrees to provide, prior to the occupation of the building, written certification of a Professional Engineer, licensed to practice in New Brunswick that the connection to the Town water system has been satisfactorily completed and constructed in accordance with the Town specifications.

Sanitary Sewer

38. The Developer agrees to connect to the existing sanitary sewer system at a point to be determined by the Town Engineer and utilizing methods of connection approved by the Town Engineer.
39. The Developer agrees to pay the Town a fee for connection to the Town sewer system calculated in the manner set out in By-law 1-15 Rothesay Sewage By-law, as amended from time to time, to be paid to the Town twelve (12) months following the issuance of the building permit.
40. The Developer agrees to carry out subject to inspection and approval by Town representatives, and pay for the entire actual costs of Engineering design, supply, installation, inspection and construction of all service lateral(s) necessary to connect to the existing sanitary sewer system inclusive of all pipes, laterals, fittings, and precast concrete units.
41. The Developer agrees to submit for approval by the Town, prior to commencing any work to connect to the sanitary sewer system, any plans required by the Town, with each such plan meeting the requirements as described in the Town specifications for such development.
42. The Developer agrees that connection to the Town sanitary sewer system shall be supervised by the Developer's engineer and inspected by the Town Engineer or such other person as is designated by the Town prior to backfilling and shall occur at the sole expense of the Developer.

Retaining Walls

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

Indemnification

45. 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 (\$2,000,000.⁹⁹) including a project wrap-up liability policy (with no less than 24 months coverage after project completion). 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

46. 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 **CORPORATE NAME., ADDRESS, Rothesay NB, E2E 5N9** 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

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

Termination

48. The Town reserves the right and the Developer agrees that the Town has the right to terminate this Agreement without compensation to the Developer if the specific proposal has not been completed 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 to the provisions of the Rothesay Zoning By-law.
49. Notwithstanding the preceding paragraph (47) 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 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.
50. 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 this Agreement. If there are amounts remaining after the completion of the work in accordance with this Agreement, the remainder of the proceeds shall be returned to the Institution issuing the Letter of Credit. If the proceeds of the Letter of Credit are insufficient to compensate the Town for the costs of completing the work mentioned in this Agreement, the Developer shall promptly on receipt of an invoice pay to the Town the full amount owing as required to complete the work.

Security & Occupancy

51. 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 and an Occupancy Permit has been issued.
52. Notwithstanding Schedule D and E of this Agreement, the Town agrees that the Occupancy Permit may be issued provided the Developer supplies a security deposit in the amount of one hundred twenty percent (120%) 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 an automatically renewing, irrevocable letter of credit issued by a chartered bank dispensed to and in favour of Rothesay;
 - b. Rothesay may use the security to complete the work as set out in Schedule D and E of this Agreement including landscaping or storm water works not completed within a period not exceeding six (6) months from the date of issuance of the Occupancy Permit;
 - c. all costs exceeding the security necessary to complete the work as set out in Schedule D and E this Agreement shall be reimbursed to Rothesay; and
 - d. any 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.

Failure to Comply

53. The Developer agrees that after sixty (60) days written notice by the Town regarding the failure of the Developer to observe or perform any covenant or condition of this Agreement, then in each such case:

- (a) The Town shall be entitled to apply to any court of competent jurisdiction for injunctive relief including an order prohibiting the Developer from continuing such default and the Developer hereby submits to the jurisdiction of such Court and waives any defense based upon the allegation that damages would be an adequate remedy;
- (b) The Town may enter onto the Lands and perform any of the covenants contained in this Agreement or take such remedial action as is considered necessary to correct a breach of the Agreement, whereupon all reasonable expenses whether arising out of the entry onto the Lands or from the performance of the covenants or remedial action, shall be a first lien on the Lands and be shown on any tax certificate issued under the Assessment Act;
- (c) The Town may, by resolution of Council, discharge this Agreement whereupon this Agreement shall have no further force or effect and henceforth the development of the Lands shall conform with the provisions of the Land Use By-law; and/or
- (d) In addition to the above remedies, the Town reserves the right to pursue any other remediation under the *Community Planning Act* or Common Law in order to ensure compliance with this Agreement.

Entire Agreement

54. 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

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

Reasonableness

56. 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 WHEREOF, each of the parties set out below has caused this Agreement, made in duplicate, to be duly executed by its respective, duly authorized officer(s) as of _____, 2021.

Witness:

A.C. Baskin Investments Inc.

Andrew Baskin, Director

Witness:

Rothesay:

Witness:

Nancy E. Grant, Mayor

Witness:

Mary Jane E. Banks, Clerk

SCHEDULE A

PID: | 00056614, 00065094, 00056598

Form 45

AFFIDAVIT OF CORPORATE EXECUTION

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

Deponent: **Company Director's Name**
ADDRESS Avenue
Rothsay NB
E2E 5N9

Office Held by Deponent: **Director**

Corporation: **637339 N.B. INC.**

Place of Execution: **Rothsay, Province of New Brunswick.**

Date of Execution: _____, 2021

I, **INSERT NAME**, 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 "**INSERT NAME**" subscribed to the within instrument is the signature of me and is in the proper handwriting of me, this deponent.
4. the Seal affixed to the foregoing indenture is the official seal of the said Corporation was so affixed by order of the Board of Directors of the Corporation to and for the uses and purposes therein expressed and contained;
5. That the instrument was executed at the place and on the date specified above;

DECLARED TO at Rothsay,
in the County of Kings,
and Province of New Brunswick,
This ____ day of _____, 2021

BEFORE ME:

Commissioner of Oaths

INSERT NAME

Form 45

AFFIDAVIT OF CORPORATE EXECUTION

*Land Titles Act, S.N.B. 1981, c.L-1.1, s.55*Deponent: **MARY JANE E. BANKS**

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

Office Held by Deponent: Clerk

Corporation: **Rothsay**Other Officer Who Executed the Instrument: **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: _____, 2021

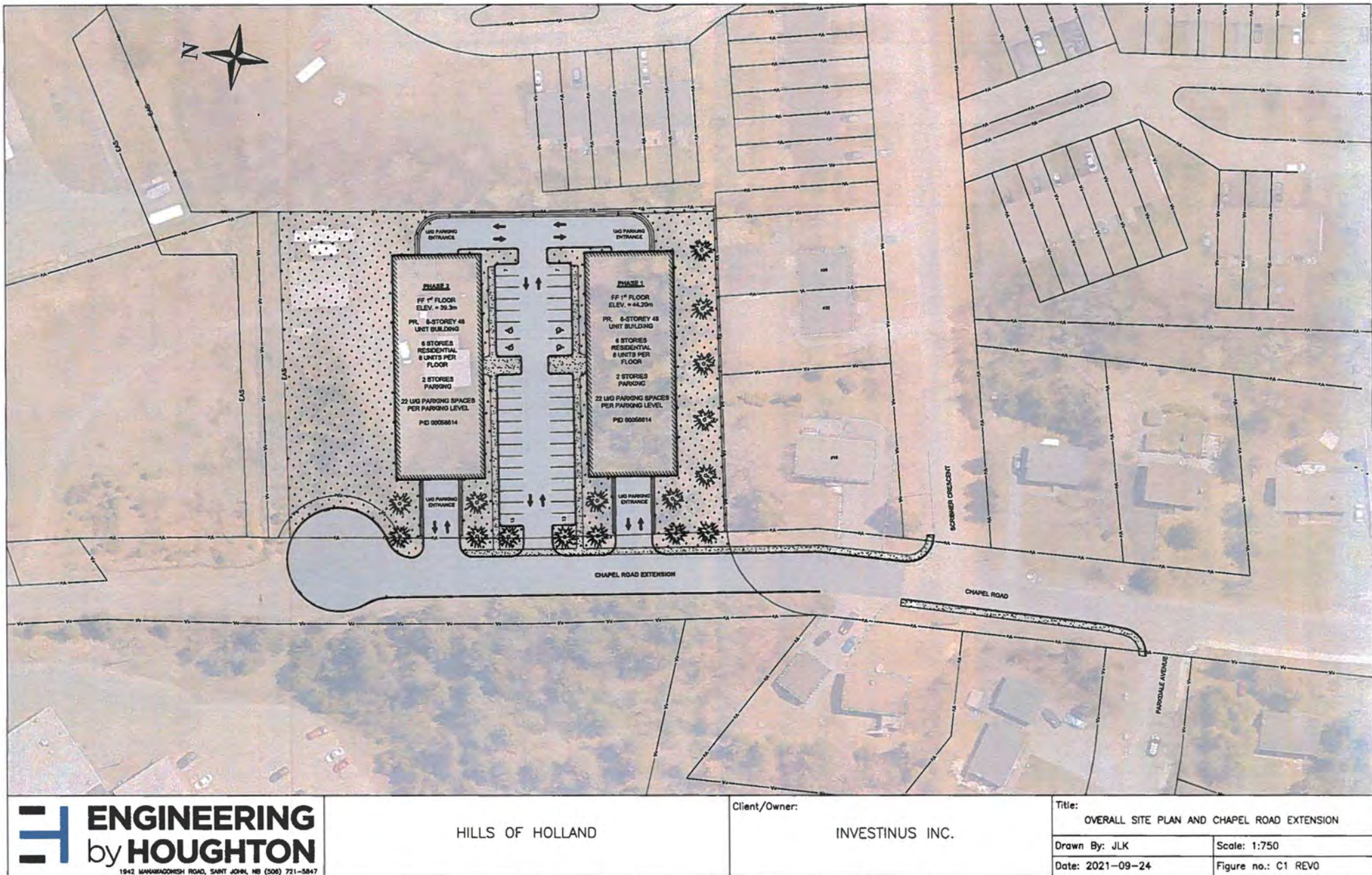
I, **MARY JANE E. BANKS**, the deponent, make oath and say:

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 _____, 2021)

BEFORE ME:

Commissioner of Oaths_____
MARY JANE E. BANKS





EAST ELEVATION

1/16" = 1'-0"

MATERIALS:

EXACT MATERIAL COLORS AS PER OWNER

M1 - VERTICAL METAL SIDING
M2 - HORIZONTAL METAL SIDING
M3 - HORIZONTAL METAL SIDING
ST1 - MASONRY STONE

Stamp:	Architectural Designer:	Drawing Title:	Client:
		EAST ELEVATION	Invest in US Inc.
Architectural Consultant:		Project:	Date: September 20th, 2021
		The Hills of Holland Dr.	Checked by:
		6 Storey Apt.	Drawn by:
		Holland Drive, Rothesay, N.B.	Revision: -
			Scale: AS NOTED
			Sheet: A3.1
			Flight no: 4339



WEST ELEVATION

1/16" = 1'-0"

MATERIALS:

EXACT MATERIAL COLORS AS PER OWNER

M1 - VERTICAL METAL SIDING
M2 - HORIZONTAL METAL SIDING
M3 - HORIZONTAL METAL SIDING
ST1 - MASONRY STONE

Stamp:	Architectural Designer:	Drawing Title:	Client:
		WEST ELEVATION	Invest in US Inc.
Architectural Consultant:		Project:	Date: September 20th, 2021
		The Hills of Holland Dr.	Checked by:
		6 Storey Apt.	Drawn by:
		Holland Drive, Rothesay, N.B.	Revision:
			Scale: AS NOTED
			Sheet: A3.2
			Page no: 4339

$$\frac{1}{16}'' = 1'-0''$$

M1 - VERTICAL METAL SIDING
M2 - HORIZONTAL METAL SIDING
M3 - HORIZONTAL METAL SIDING
ST1 - MASONRY STONE

Stamp:	Architectural Designer:	Drawing Title:	Client:	
		NORTH ELEVATION	Invest in US Inc.	
			Date:	September 20th, 2021
			Checked by:	
Architectural Consultant:		Project:	Drawn by:	Revision:
		The Hills of Holland Dr.		
		6 Storey Apt.	Scale:	AS NOTED
		Holland Drive, Rothesay, N.B.	Sheet:	A3.3
			Flight no:	4339



SOUTH ELEVATION

1/16" = 1'-0"

MATERIALS:

EXACT MATERIAL COLORS AS PER OWNER

M1 - VERTICAL METAL SIDING
M2 - HORIZONTAL METAL SIDING
M3 - HORIZONTAL METAL SIDING
ST1 - MASONRY STONE

Stamp:	Architectural Designer:	Drawing Title:	Client:
		SOUTH ELEVATION	Invest in US Inc.
Architectural Consultant:		Project:	Date: September 20th, 2021
		The Hills of Holland Dr.	Checked by:
		6 Storey Apt.	Drawn by:
		Holland Drive, Rothesay, N.B.	Revision: -
			Scale: AS NOTED
			Sheet: A3.4
			Flight no: 4339




REVISIONS		
1	SUBMISSION	11/06/2011

LEGEND

[illegible]

DETAIL REFERENCE NOTE

	DETAIL NUMBER
	SHEET NUMBER
NOTES	

NOTES

[illegible]

**GLENN
GROUP**
LANDSCAPE
ARCHITECTS &
PARK PLANNERS

HOLLAND HILLS • LANDSCAPE
PLAN

LANDSCAPE PLAN

11.30.2021	TW
TW	CT
	2162
1:200	11.30.2021
L.)	





ROTHERHAM MEMORANDUM



TO	:	Mayor and Council
FROM	:	John Jarvie
DATE	:	December 9, 2021
RE	:	Capital Budgets 2022

Recommendation:

It is recommended Council receive this memorandum for information.

Background

In recommending the 2022 capital budget staff take a number of things into account. Among these are projects that are continuing from the previous year, issues raised by the public, projects suggested by Council members, the views of the standing committees and staff's appreciation of work required to maintain Town standards and improve service delivery.

The following are brief descriptions of the capital items proposed for 2022.

GENERAL FUND

Street resurfacing [\$1.6M] includes a number of streets in Kennebecasis Park last paved in 2000; Beach Drive and Frances Avenue to deal with surface deficiencies and complete work in this neighbourhood, Seville due to the sewer work conducted this year and Strong Court because the project was deferred in 2021.

Sidewalk/curb [\$0.35M] Sidewalk plans are developed from a comprehensive plan and policy which prioritizes high traffic areas, school zones, etc. The plan is due for an update in 2022. Current planned spending includes a new sidewalk on Dobbin Street to connect to a new higher density development¹ and serve several existing apartment buildings (school walking areas and higher residential densities are two of the criteria used in determining expansions to the sidewalk system). Sidewalk work on Kingswood is replacement of the existing undersized sidewalk. The draft plan includes a project on Strong Court deferred from 2021. However, the final allocation is to be revisited pending further discussions with Town committees and the School District officials. Also, the plan will consider possibly adding a sidewalk to Spruce street.

Storm Drainage

An estimate of \$100,000 has been added relating to storm drainage as staff anticipates the soon to be completed Engineering Study will identify areas in need of immediate action.

Designated Highway [\$0.500M] is a project contingent on provincial funding for resurfacing the provincial roads in the municipality. The Town is invited to apply for funds each year based on a five-year plan. The 2022 request is for funding from Appleby to Fox Farm, the stretch of Rothesay Road considered to be in the poorest repair. The Town would pay 25% of the cost.

The Works Building project [\$82,500] is to replace the heating and ventilation with a more modern heat pump system to reduce energy usage and deal with several other deficiencies.

The Grove/Hampton [\$0.042M] intersection improvements are for traffic signals (see separate memo and traffic study) and design for signalization at the Marr and Chapel intersection (\$25,000).

Fleet replacement [\$0.615M] involves replacement of four trucks, several delayed from previous years due to supply problems (Covid) and the single street sweeper owned by the Town. After receiving feedback from the finance committee and Council, staff recommends deferring the addition of a "wood chipper". Staff continues to believe the acquisition to be cost effective and beneficial however, a more thorough business case will be drafted for future budget consideration.

Parks equipment [\$0.2M] items are to replace an existing truck and existing equipment at the end of its useful life.

Arena Renovation is an allocation to identify the intention that a major expenditure will be required.

Under the heading Protective Services [\$1.25M] is Rothesay's share of a renovation to the fire station in Quispamsis. Formerly the Quispamsis civic building housed the fire department in rented space on the lower level. With the acquisition, the fire department is the sole occupant and the upstairs is being renovated for department use; an additional bay is being added at the rear of the building. Funds will be borrowed for this amount and adjustments made when the relative funding shares change.

Under the heading General Government the expenditures are largely for maintaining the technology in the building and some minor renovations in the Town Hall.

Building renovations [\$0.1M] are to replace the compressors and other components in the HVAC system that have reached the end of their useful life. Much of these are original components of the building opened in 1992.

UTILITY

Filter Building Treatment Train [\$0.55M] is a project to expand the capacity of the water treatment plant and is necessary to reflect increasing demand and an increase to the regulated volumes from the ground water source.

Annual water supply projects [\$0.2M] reflects regular costs to maintain the source wells.

Water model update [\$0.1M] is required to define capacity to move water throughout the community and is an assessment tool to determine if the system can meet fire flow requirements for specific projects.

Design of Hillsvie water line replacement [\$50,000] is for detailed design to replace the private water system currently supplied by the Town to a single meter at the boundary of the Hillsvie neighbourhood. It is expected there would be cost sharing on this project through a local improvement charge.

Engineering design [\$0.6M] for the new sewage treatment facility is for the first stage only. The town's share of this amount is approximately 27% and will be funded by borrowing.

Second phase of the Turnbull Court project [\$1M] is the replacement of sewer lines from LowWood to the new lift station next to Taylor Brook.



ROTHESAY

INTEROFFICE MEMORANDUM



TO	:	Mayor and Council
FROM	:	Doug MacDonald, Treasurer
DATE	:	December 9, 2021
RE	:	Motions for Capital Budgets 2022

The Finance Committee has recommended the following motions be adopted:

Motion: Utility Capital Fund

RESOLVED that the Utility Fund 2022 Capital Budget of \$2,500,000 be approved.

Motion: General Capital Fund

RESOLVED that the General Fund 2022 Capital Budget of \$7,475,000 be approved.



UTILITY CAPITAL FUND Draft BUDGET 2022 – HIGHLIGHTS

1. Capital Budget totals \$2.5 million;
2. The water budget of \$800,000 includes:
 - Filter building treatment train - \$550,000 (capacity addition)
 - Annual water supply projects - \$200,000
 - Design of Hillview water line replacement
3. The sewer budget of \$1.7 million includes:
 - Engineering and design of the treatment facility - \$600,000
 - Additional treatment facility budget to be added once design completed, EIA approvals, etc. Rothesay share to be from borrowed funds.
 - Second phase of replacement of sewer lines in the area of Turnbull Court estimated as \$1 million (final to be determined).

Rothsay

UTILITY CAPITAL PLAN - 2022

WATER CAPITAL PLAN - 2022

	2022	Reserves	Grants	Gas Tax Infrastructure	Operating	Borrow	
Water quantity/quality	\$ 100,000				100,000		
Water model update	100,000			-	100,000		
Filter building treatment train addition	550,000			300,000	250,000		
Hillsview water line replacement (design)	50,000	50,000		-	-	-	LIL
	<u>\$ 800,000</u>	<u>50,000</u>	<u>-</u>	<u>300,000</u>	<u>450,000</u>	<u>-</u>	

SEWER CAPITAL PLAN - 2022

Asphalt related sewer work	\$ 100,000				100,000		
Turnbull Ct sewer replacement -Phase 2	1,000,000			200,000	-	800,000	
WWTF Phase 2 design	600,000		450,000		150,000		
	<u>\$ 1,700,000</u>	<u>-</u>	<u>450,000</u>	<u>200,000</u>	<u>250,000</u>	<u>800,000</u>	
	<u>\$ 2,500,000</u>	<u>\$ 50,000</u>	<u>\$ 450,000</u>	<u>\$ 500,000</u>	<u>\$ 700,000</u>	<u>\$ 800,000</u>	



GENERAL CAPITAL FUND Draft BUDGET 2022 – HIGHLIGHTS

1. Total Capital Budget of \$7.475 million
2. Projects funded by operating revenue, Gas Tax and reserves, grants, and debt.
3. **Transportation**
 - Street surfacing of \$1.6 million (list attached)
 - Sidewalk/curb projects of \$350,000 – Dobbin, Kingswood, Strong
 - Designated Highway \$500,000, contingent upon Provincial funding (placeholder)
 - Building \$82,500 (Master Drive HVAC)
 - Grove/Hampton Road intersection (\$420,000) plus Marr/Chapel design
 - Fleet replacement plan includes \$615,000 to replace street sweeper/ four trucks
 - Potential drainage projects from the Storm Water Study (est \$100,000)
4. **Recreation**
 - Parks equipment \$200,000 – Truck/tractor/mowers
 - Arena renovation - \$2,000,000 (exact nature to be determined)
 - Wells building not included pending funding
 - Connector Trail not included as possible revisions and pending funding
5. **Protective Services**
 - Rothesay share of building renovations
6. **General Government**
 - “Sonicwall”, server and Office upgrades
 - Building renovations - \$100,000 (rough estimate re HVAC)

Town of Rothesay

Capital Plan Summary
General Fund

2022

Services

	Total	Operating	Reserves	Gas Tax	Grants	Borrow
GENERAL GOVERNMENT						
Building (Town Hall - HVAC)	100,000	100,000	-	-	-	-
IT (software upgrades & copier)	110,000	110,000	-	-	-	-
	<u>210,000</u>	<u>210,000</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
PROTECTIVE (Fire Dept)	<u>1,250,000</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>1,250,000</u>
	<u>1,250,000</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>1,250,000</u>
TRANSPORTATION						
Street surfacing (per approved list)	1,660,000	960,000	-	700,000	-	-
Curb & Sidewalks	350,000	200,000	-	150,000	-	-
Storm Sewers	100,000	100,000	-	-	-	-
Designated Highways	500,000	125,000	-	-	375,000	-
Buildings	85,000	85,000	-	-	-	-
Intersection Improvement	420,000	420,000	-	-	-	-
Fleet / Equipment	615,000	615,000	-	-	-	-
	<u>3,730,000</u>	<u>2,505,000</u>	<u>-</u>	<u>850,000</u>	<u>375,000</u>	<u>-</u>
RECREATION						
Parks Equipment	200,000	200,000	-	-	-	-
Trails	-	-	-	-	-	-
Renforth Park Concrete Walk way	15,000	15,000	-	-	-	-
Fitzgerald Ball Field fencing	6,000	6,000	-	-	-	-
Pickle Ball Courts	50,000	50,000	-	-	-	-
Arena	2,000,000	-	-	2,000,000	-	-
Recreation facility/Program Booking software	14,000	14,000	-	-	-	-
	<u>2,285,000</u>	<u>285,000</u>	<u>-</u>	<u>2,000,000</u>	<u>-</u>	<u>-</u>
Total Capital Expenditures	<u>\$ 7,475,000</u>	<u>\$ 3,000,000</u>	<u>\$ -</u>	<u>\$ 2,850,000</u>	<u>\$ 375,000</u>	<u>\$ 1,250,000</u>

\$ 7,475,000

2022 Transportation Capital**Paving**

\$30,000.00	Bayley
\$125,000.00	Beach
\$140,000.00	Broadway
\$55,000.00	Calistoga
\$145,000.00	Crescent
\$100,000.00	Crestline
\$105,000.00	Forest
\$200,000.00	Frances
\$100,000.00	Holiday
\$105,000.00	Kildare
\$60,000.00	Seville
\$60,000.00	Strong - subject to removal from the table and dealing with ASD-S issues
<hr/>	
\$1,225,000.00	subtotal
\$183,750.00	engineering
\$60,000.00	2023 asphalt program engineering
\$122,500.00	contingency
<hr/>	

\$1,591,250.00 **Total Paving**

**** Note: designated highway paving grant has been applied for but not confirmed, therefore no budget has been included. Town share ~\$125,000 to be funded from reserves should grant be awarded by the province.

Sidewalk & curb

\$170,000.00	Dobbin
\$65,000.00	Kingswood -sidewalk only
\$30,000.00	Strong
<hr/>	
\$265,000.00	Subtotal
\$39,750.00	engineering
\$26,500.00	contingency
<hr/>	
\$331,250.00	Total Sidewalk & Curb

Intersections

\$300,000.00	Grove / Hampton (construction)
\$25,000.00	Marr / Chapel (design work only for 2022)
<hr/>	
\$325,000.00	Subtotal
\$45,000.00	engineering (for Grove/Hampton)
\$32,500.00	contingency
<hr/>	
\$402,500.00	Total Intersections

Buildings

\$75,000.00	Master Drive HVAC
<hr/>	
\$7,500.00	contingency
<hr/>	
\$82,500.00	Total Buildings

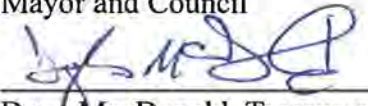
Fleet

\$325,000.00	Sweeper
\$160,000.00	2 - one tons
\$100,000.00	2 - 1/2tons
<hr/>	
\$585,000.00	Total Fleet
<hr/>	
\$2,992,500.00	SubTotal General Fund Capital
\$133,000.00	HST at 4.286% (rounded)
<hr/>	

\$3,125,500.00 Total General Fund Capital



TO : Mayor and Council

Submitted By: 
Doug MacDonald, Treasurer

DATE : December 7, 2021

RE : Utility Fund Reserve Motions 2021

Recommendation:

It is recommended that Rothesay Mayor and Council approve the following motions:

RESOLVED that \$66,150.00 be transferred from the Utility Operating Fund to the Utility Capital Reserve Fund for water and sewer connection fees.

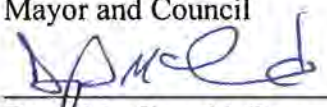
RESOLVED that the sum of \$374,000.00 be transferred from the General Capital Reserve Fund (Gas Tax) to the Utility Operating Fund to cover the costs of Capital projects.

RESOLVED that \$5,686.00 be transferred from the Utility Operating Fund to the Utility Sewage Outfall Reserve Fund for Rothesay's contribution to the Sewage Outfall Reserve.

RESOLVED that \$11,140.00 received from Quispamsis for Sewage Outfall be transferred from the Utility Operating Fund to the Utility Sewage Outfall Reserve Fund.



TO : Mayor and Council

Submitted By: 
Doug MacDonald, Treasurer

DATE : December 7, 2021

RE : General Fund Reserve Motions 2021

Recommendation:

It is recommended that Rothesay Mayor and Council approve the following motions:

RESOLVED that Gas Tax Funding in the amount of \$1,654,358.00 for the year 2021, be transferred to the General Capital Reserve Fund (Gas Tax).

RESOLVED that the sum of \$ 1,150,000.00 be transferred from the General Capital Reserve Fund (Gas Tax) to the General Operating Fund to cover the costs of Capital projects.

RESOLVED that the sum of \$ 4,560.00 be transferred from the General Operating Fund to the Land for Public Purposes Reserve Fund for external contributions.

RESOLVED that the sum of \$250,000.00 be transferred from the General Operating Fund to the General Capital Reserve Fund to cover the costs of future Capital projects.



BOTHWELL
MEMORANDUM



TO	Mayor and Council
FROM	Doug MacDonald
DATE	December 7, 2021
RE	Insurance Coverage

Recommendation:

Council approve renewal of the Town insurance policy with Marsh Canada Limited for coverage for the period from January 1, 2022 to December 31, 2022 at an aggregate cost of \$254,475.00.

Background:

Cain Insurance Services Ltd. ("Cain") manages our insurance account and serves as our agent. There is no compelling reason in my opinion to change insurance agents. Cain has developed an expertise in Municipal insurance and a wide range of similar clients in the Province; and the service provided during my tenure has been excellent.

The fee quote received for the period beginning January 1, 2022 is \$254,475.00, an increase of 7.35% over the prior period. The increase is a result of an industry wide increase in the property insurance premiums due to recent significant loss claims.

There are some changes in coverage from 2021 as noted below:

Municipal General Liability

- Wrongful Dismissal deductible increased from \$5,000 to \$10,000
- Changes to cyber exclusion wording- Cyber coverage remains excluded under this program, the wording has been changed to provide further clarity.

Environmental Impairment Liability

- Two (2) ASTs are excluded due to Age and Two (2) ASTs are excluded as they do not have secondary containment – this is the same as previous..

Cyber

- Deductible increased due to current Cyber Market (from \$5,000 to \$15,000)
-

Given we are pleased with the service provided by our existing insurer, I recommend we renew the insurance coverage with JLT for the period beginning January 1, 2022

Premium Summary

Total Annual Premium: (Options Not Included)	\$ 254,475 plus any applicable provincial sales tax
--	---

Acceptance of Municipal Insurance Program Proposal

To: Marsh Canada Limited
Public Sector Division
120 Bremner Boulevard, Suite 800
Toronto, Ontario Canada M5J 0A8
Telephone: 416 868 2600

Policy Term (mm/dd/yy): January 1, 2022 to January 1, 2023

We agree with the underwriting and claims information submitted and to the terms quoted in the Municipal Insurance Program proposal. This is your authority to proceed with binding cover(s) as outlined in the Municipal Insurance Proposal effective the date(s) noted above. We have also noted below our choice of any optional items in the Insurance Proposal as well as any specific instructions.

Indicated below are our instructions regarding any optional coverages shown in the insurance proposal.

Optional Coverages / Specific Instructions:

Signed on Behalf of Corporation of the

Authorized Signature

Date

Please print the name of the person signing above

Implementation of Limit of Liability:

In no event shall either party be liable for any indirect, special, incidental, consequential or punitive damages or for any lost profits arising out of or relating to any services provided by Marsh or its affiliates. The aggregate liability of Marsh, its affiliates and its and their employees to you or your affiliates arising out of or relating to the provision of services by Marsh or its affiliates shall not exceed \$10 million. This provision applies to the fullest extent permitted by applicable law.



ROTHESAY

MEMORANDUM



TO	:	Mayor and Council
FROM	:	Town Clerk Mary Jane Banks
DATE	:	3 December 2021
RE	:	Procedural By-law 2-14, Schedule B amendment <i>Climate Change Adaptation Committee</i>

RECOMMENDATION:

- Council hereby adopts the revised Schedule B, "Standing Committees", dated 13 December 2021 and forming a part of By-law 2-14, "A By-law of the Municipality of Rothesay Respecting the Procedure and Organization of Council"; more specifically for the establishment, composition and mandate of the Climate Change Adaptation Committee.

Original signed by Town Clerk Banks

Mary Jane Banks
Town Clerk

Schedule B – Standing Committees

B-1. The following standing committees of Council are hereby established to provide advice to Council on matters related to their mandate.

- i. Personnel Committee
- ii. Finance Committee
- iii. Nominating Committee
- iv. Parks and Recreation Committee
- v. Works and Utilities Committee
- vi. Rothesay Living Museum Committee
- vii. Age-Friendly Advisory Committee
- viii. Climate Change Adaptation Committee**

Committees required by statute

- ix. Planning Advisory Committee
- x. Heritage Preservation Board
- xi. Emergency Measures Committee
- xii. Appeals Committee (Unightly Premises)

Legislative appointments

B-2. The Mayor shall serve as the representative for Rothesay on the Fundy Regional Service Commission. The Deputy Mayor shall serve as the alternate representative.

B-3. At the first regular meeting of Council following the quadrennial election and periodically as he shall deem appropriate, Council members to the following standing committees shall be appointed by the Mayor:

Personnel	3
Finance	4
Nominating	2
Parks and Recreation	2
Works and Utilities	2
Rothesay Living Museum	1
Planning Advisory	2
Rothesay Heritage Preservation Review Board	1
Emergency Measures Committee	2
Appeals Committee	8
Age-Friendly Advisory Committee	1
Climate Change Adaptation Committee	2

The Nominating Committee shall recommend to Council for approval, appointments of eligible voters of the municipality to the standing committees, as a minimum, as follows:

Parks & Recreation	6
Works and Utilities	5
Rothsay Living Museum	4
Planning Advisory	6
Rothsay Heritage Preservation Review	6
Board	
Age-Friendly Advisory Committee	10
Climate Change Adaptation Committee	4

B-4. The Nominating Committee shall recommend to Council for approval one student appointee, who is a Rothsay resident, to the Parks and Recreation Committee who is in good standing at Rothsay High School.

B-4. The Nominating Committee shall use, where possible, the following guidelines for appointees to the Age-Friendly Advisory Committee and every effort will be made to secure representation from the various geographical areas in Rothsay:

- 1 staff representative from Rothsay High School
- 1 staff representative from a Rothsay Elementary or Middle School
- 6 Rothsay residents, Age 55+
- 1 Rothsay resident under the age of 55
- 1 representative from disability-related organizations

B-5. The following are the mandates of the Standing Committees established under Section B-1.

STANDING COMMITTEES STATEMENT

Council has established a number of standing committees to assist in carrying out the work of the Town, which committees function in an advisory capacity to Council. For these committees to function effectively it is necessary to set out the responsibilities and authority of each Committee and indicate its statutory and reporting functions. The purpose of the Committees is not to participate in the administration of day-to-day operations but rather to assist Council in determining policy and priorities and/or by making decisions in areas specifically delegated by Council.

The business of a particular committee shall be limited to the issues within its mandate as listed but should a committee consider it appropriate, it may meet with another committee or other parties to review a particular matter or to make suggestions regarding a particular course of action. The Committees may meet with interest groups or individuals to gather information. The Committees report only to Council and reports from Committees shall not be released to other parties by Committee members. Media liaison shall be directed to the Mayor.

The Town Manager may attend all Committee meetings as deemed appropriate.

STANDING COMMITTEE MANDATES

I Personnel Committee

This Committee is responsible for:

1. establishing policy on personnel related matters
2. making recommendations to Council re: procedures to ensure proper selection of the Town Manager
3. approving the job description and objectives for the Town Manager
4. assessing the performance of the Town Manager by ascertaining the views of Council members and producing a consolidated assessment report for Council approval and review with the Town Manager
5. establishing the parameters for salary adjustments
6. recommending to Council the appointment of municipal officers under the Act, in consultation with the Town Manager
7. recommending, in consultation with the Town Manager, changes in organizational structure, and addition or deletion of positions
8. conducting or causing to be conducted exit interviews with departing senior staff

This Committee will meet at least quarterly or at the call of the Chair. Staff support will include the Town Manager and Human Resources Clerk as required.

II Finance Committee

This Committee is responsible for advising Council on matters related to:

1. meetings with the Auditors at the planning and post audit stages, the Auditor recommendations and management's response, draft audited financial statements, and the appointment of Auditors
2. the system of internal controls for protection of the Town's assets, detecting accounting/financial reporting errors and detecting frauds or defalcations
3. insurance coverage and risk management policies
4. key financial information that will be provided to the Province or made public
5. the preparation and adoption of the annual operating and capital budgets
6. any proposed changes in accounting policies and any accounting significant accounting estimates
7. 5 year capital budgets and financing sources
8. monthly internal financial statements
9. the Town's banking services

This Committee will meet at least quarterly or at the call of the Chair. Staff support will include the Treasurer and additional staff support as required.

III Nominating Committee

This Committee is responsible for advising Council on matters related to:

1. determination of eligible voters suitable for appointment to standing committees, joint boards and commissions and the terms of office for said appointments

The Committee will meet at least quarterly or at the call of the Chair. Staff support will include the Town Clerk and additional support staff as required.

IV Parks and Recreation Committee

This Committee is responsible for advising Council on matters related to:

1. the Rothesay Recreation Master plan
2. selection of ongoing recreation programs
3. identification of facilities needs and capital expenditures related to recreation
4. parks, playgrounds and sports fields maintenance standards
5. the service level or standards for municipal recreation facilities such as the Rothesay Arena, Bill McGuire Memorial Centre and Rothesay Common & rink house
6. cooperation on regional recreational activities and programs
7. Town entrance and ornamental signage and landscaping

This Committee will meet at least quarterly or at the call of the Chair. Staff support will include the Director of Recreation Services and additional support staff as required.

V Works and Utilities Committee

This Committee is responsible for advising Council on matters related to:

1. the service level or standards and/or exceptions thereto, for:
 - street, boulevard and sidewalk maintenance
 - public parking areas
 - municipal buildings
 - street signage
 - traffic control devices
 - garbage collection and recycling
 - municipal vehicles
 - water and sewer utility services
 - utility rates and charges
 - improvements/expansions to the water utility system
 - improvements/expansions to the sewerage system (By-law 1-15 terminology)
 - improvements/expansions to the stormwater management system
 - operational budgets
2. capital and major maintenance project priorities related to municipal operations and utilities
3. financing for capital works and utilities projects
4. related matters as referred by Council

This Committee will meet at least quarterly or at the call of the Chair. Staff support will include the Director of Operations and additional support staff as required.

VI Rothesay Living Museum Committee

This Committee is responsible for advising Council on matters related to:

1. ways and means of protecting, preserving and promoting the heritage and history of Rothesay and its founding communities
2. developing and strengthening the relationship between Rothesay schools and the municipality
3. encouraging the participation of the public who are interested in recording and publicizing the heritage of the community

The Committee may create an advisory group (non-voting committee members) of like-minded individuals to strive for representation of the five founding communities.

The Committee may also enter agreements with like-minded groups as a means to further its endeavours and be allocated a modest annual budget by Council for ongoing operations.

This Committee will meet quarterly or at the call of the Chair. Staff support will be assigned by the Town Manager as required.

VII Age-Friendly Advisory Committee

The main purpose of the Age-Friendly Advisory Committee is to make the town of Rothesay a more Age-Friendly community. This Committee is responsible for advising Council on matters related to:

1. recommendations to Council and other Town Committees with regard to opportunities and initiatives for the eight domains of an age-friendly community (outdoor spaces and buildings, transportation, housing, social participation, respect and social inclusion, civic participation and employment, communication and information, community support, and health services).
2. promotion of the concept of age-friendliness and identifying opportunities for collaboration with community partners, including in the private, non-profit, and public sectors.
3. re-assessment of the Age-Friendly Action Plan every three years to maintain the provincial Age Friendly designation.
4. oversight of the Rothesay Hive Age Friendly Community Centre.
5. the establishment of working groups as deemed necessary by the Committee to fulfill its mandate.
6. such other matters as may arise from time to time related to age-friendly activities in the community.

This Committee will meet monthly or at the call of the Chair. Staff support will include the Age-Friendly Community Coordinator and additional support staff as required. The Committee shall report to Council through the Committee Council member.

VIII Climate Change Adaptation Committee

This Committee is responsible for advising Council on matters related to:

1. sources of energy and how energy is used in Town operations
2. the effect of climate change on Town operations and possible mitigation measures
3. climate change considerations in the development of new Town facilities
4. opportunities for the reduction in greenhouse gas emissions in Town operations
5. the role of the municipality in promoting climate change adaptation with property owners
6. potential for regulatory changes in town development approval
7. potential for regulatory initiatives regarding energy use and climate adaptation within scope of the Town authority
8. referrals from public inquiries regarding climate change
9. such other matters as reasonably related to climate change adaptation within Rothesay.

The Committee Chair has the authority to recommend a maximum of two additional members on a short-term basis for consideration of particular topic areas.

This Committee will meet at least quarterly or at the call of the Chair. Staff support will include staff as assigned by the Town Manager and additional support staff as required.

COMMITTEES REQUIRED BY STATUTE

The following committees are required by provincial legislation and governed by municipal by-laws as noted. Where there is a conflict between this by-law and the statute, the provincial legislation will prevail.

VII Planning Advisory Committee (PAC)

The responsibilities of this committee are as set out in By-law 1-99, "A By-law to Establish a Planning Advisory Committee" and in accordance with the Community Planning Act. This Committee will meet monthly or at the call of the Chair. This Committee may call public meetings. Staff support will include the Development Officer and additional support staff as required.

VIII Heritage Preservation Board

The responsibilities of this Board are as set out in By-law 1-07, "Heritage Preservation By-law", and in accordance with the Heritage Conservation Act, SNB 2009, c. H-4.05 and amendments thereto. This Board will meet at least quarterly or at the call of the Chair. Staff support will include the Development Officer and additional support staff as required.

IX Emergency Measures Committee

The responsibilities of this committee are as set out in By-law 1-16, "Emergency Measures Action Plan By-law" and the Emergency Measures Act, RSNB 2011, c. 147.

This committee will meet at the call of the Chair. Staff support will include the Town Clerk and additional support staff as required.

X Appeals Committee (Unsightly Premises)

The responsibilities of this committee are as set out in the Local Governance Act and regulations thereunder. This committee will meet as required in accordance with the legislation. Staff support will include the Town Clerk and additional support staff as required.

Revision March 11, 2019

Schedule B – revised to include establishment, composition and responsibilities of the Rothesay Hive Advisory Committee.

Revision February 8, 2021

Schedule B – revised to reflect the change in mandate and composition of the Rothesay Hive Advisory Committee to reflect the suspension of the agreement with the YMCA.

Revision August 9, 2021

Schedule B – revised to reflect the dissolution of the Rothesay Hive Advisory Committee and the creation and new mandate for the Age-Friendly Advisory Committee.

Revision December 13, 2021

Schedule B – revised to include establishment, composition and mandate of the Climate Change Adaptation Committee.



ROTHESAY

MEMORANDUM



TO	:	Mayor and Council
FROM	:	Nominating Committee
DATE	:	7 December 2021
RE	:	Committee Appointments

RECOMMENDATION: Council approve the following Committee/Board appointments and terms.

KENNEBECASIS REGIONAL JOINT BOARD OF POLICE COMMISSIONERS

Derrick Stanford December 31, 2023

PLANNING ADVISORY COMMITTEE

John Buchanan	December 31, 2023	*reappointment
Elizabeth Gillis	June 30, 2022	*reappointment

WORKS AND UTILITIES COMMITTEE

George Thambi	December 31, 2023
Sarah Richards	December 31, 2023

HERITAGE PRESERVATION REVIEW BOARD

Drew Macartney December 31, 2023

PARKS AND RECREATION COMMITTEE

Adrienne Albert (<i>RHS student rep</i>)	December 31, 2023	
Jon McEachern	December 31, 2023	*reappointment
Mary Ann Gallagher	June 30, 2022	*reappointment

KV PUBLIC LIBRARY

Elizabeth Greer	December 31, 2023	*reappointment
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AQUATIC CENTRE

Rheal Guimond	December 31, 2023
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TD Station (Harbour Station Commission)

Paul Meier	December 31, 2023
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Climate Change Adaptation Committee

Colleen Lang	December 31, 2023
Korey Nixon	December 31, 2023
Ann McAllister	December 31, 2023
<i>Vacant (pending appointment)</i>	December 31, 2023



Tuesday, November 23, 2021

99 Station Street
Saint John
New Brunswick
Canada E2L 4X4

Tel (506) 632-6103

Fax (506) 652-6121

Email mail@harbourstation.nb.ca
www.harbourstation.nb.ca

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

Dear Mayor Grant and Council:

This is to advise, the term of Mr. Andrew Peters, Town of Rothesay representative on the Harbour Station Commission will expire in December of this year.

Within the past few months, we have had four new appointees to our Board. Also, the Chairman will be stepping down in July of next year. We are asking if your nominating committee would entertain the possibility of Mr. Peters reappointment as we are entering into an extremely busy year with the Memorial Cup and a new basketball franchise.

We have spoken to Mr. Peters and he would certainly serve another term on the Board.

Thank you for your consideration.

Sincerely yours,

Edward Keyes
Chairman
Harbour Station Commission

Cc: M. Caddell, General Manager, TD Station



2021December13OpenSessionFINAL_207

ROTHESAY

INTEROFFICE MEMORANDUM



TO	:	Mayor Grant & Council
FROM	:	John Jarvie
DATE	:	10 December 2021
RE	:	Appointment of Emergency Operations Director

Recommendation:

It is recommended Council:

- a) receive the attached letter of from Quispamsis and this memorandum for information; and
- b) request the Fire Board to concur with the appointment of the holder of the Fire Chief position to be designated as the EMO Director for each of the Towns.

Background

In spring of 2019, the EMO Committee recommended that the Fire Chief be appointed as the EMO Director for Rothesay. It was anticipated that the Chief might also be appointed to the same responsibilities for Quispamsis. The Fire Board, not wishing to act unilaterally, tabled the matter and forwarded the request to Quispamsis Council for its views.

Quispamsis tabled the matter pending consideration of the responsibility moving to the Fundy Regional Service Commission. (Rothesay also indicated it would support EMO as a regional responsibility.) At this point, the matter has not proceeded at the regional level and the appointment of an EMO director has languished. (The "white paper" indicates that emergency preparedness should be considered by a new committee established at the regional service commission; however it is likely several years before the matter is resolved.)

The attached letter from Quispamsis indicates that Council agrees with the concept of the Chief of the Kennebecasis Valley Fire Department being designated as EMO Director. Rothesay Council approve such appointment at its April 2019 meeting subject to the concurrence of the Fire Board.

Staff propose that the fire Board be asked to concur with the appointment and agree to the inclusion of the responsibilities as EMO Director in the job description of the Fire Chief including the ability to designate a another member of the Department to fulfil this function.

December 8, 2021

Councillor Kirk Miller, Chairman
Kennebecasis Valley Fire Department Inc.
Board of Directors
7 Campbell Drive
Rothsay, NB E2E 5B6

Dear Chairman Miller:

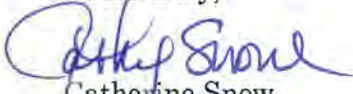
**RE: APPOINTMENT OF FIRE CHIEF OR HIS DESIGNATE AS THE KENNEBECASIS
VALLEY EMO DIRECTOR**

I am pleased to confirm the Council of the town of Quispamsis, at its December 7, 2021 Committee of the Whole Meeting, unanimously passed the following motion:

MOVED BY . . . Council accept the Acting CAO's recommendation to send a letter to the Kennebecasis Valley Fire Department's Board of Directors, and a copy to the Mayor & Council of the Town of Rothsay, confirming Quispamsis Council's agreement to appoint the Fire Chief or his designate as the KV EMO Director. Motion Carried

We look forward to receiving your response formalizing the Fire Chief's acceptance of the KV EMO Director position.

Yours truly,



Catherine Snow
Town Clerk

cc: Fire Chief Bill Ireland, KVFD Inc.
Mayor & Council, Town of Rothsay

ROTHESAY

Regular Council Meeting
Minutes

-9-

8 April 2019

8 April 2019

*Memorandum from EMO Committee RE: Appointment of EMO
Director*

MOVED by Counc. McGuire and seconded by Counc. Brenan Council appoint the Chief of the Kennebecasis Valley Fire Department, or their designate, as the EMO Director for Rothesay subject to the concurrence of the Fire Board.

ON THE QUESTION:

Counc. McGuire reported Quispamsis is amenable to the proposed appointment. The Committee believes personnel in the Fire Department have the training and resources necessary and are best positioned to fulfil this important function. He added the EMO Committee suggested a session be scheduled to discuss the role of Council in the event of a flood. In response to an inquiry, it was noted the Fire Chief was informed and is amenable to the appointment. Counc. Brenan added the next Fire Board meeting is scheduled for Wednesday, April 10th.

CARRIED.

7.4 19 March 2019

Draft Parks and Recreation Committee Meeting Minutes

MOVED by Counc. Wells and seconded by Counc. Mackay French the Draft Parks and Recreation Committee Meeting Minutes dated 19 March 2019 be received/filed.

ON THE QUESTION:

There was general discussion with respect to the circus scheduled for July 3, 2019 at the Rothesay Arena and it was noted it is the same organization that booked last year.

CARRIED.

7.5 20 March 2019

Draft Works and Utilities Committee Meeting Minutes

MOVED by Deputy Mayor Alexander and seconded by Counc. Wells the Draft Works and Utilities Committee Meeting Minutes dated 20 March 2019 be received/filed.

CARRIED.

- Local Improvement By-law 1-19 revisions
See item 8.2

Counc. Shea declared a conflict of interest and left the meeting.

7.6 1 April 2019

Draft Planning Advisory Committee Meeting Minutes

MOVED by Counc. Brenan and seconded by Counc. Wells the Draft Planning Advisory Committee Meeting Minutes dated 1 April 2019 be received/filed.

CARRIED.

- Local Government Services Easement – Edgemont Lane

MOVED by Counc. McGuire and seconded by Counc. Wells Council, pursuant to Section 88(7) of the Community Planning Act, hereby assents to the Hillcrest Gardens Subdivision Plan Phase 8 Dwg. No. 3819 dated March 12, 2019 prepared by Kierstead Quigley and Roberts Ltd. showing a Local Government Services Easement located on Lot 10 off Edgemont Lane (PID 30279137).

ON THE QUESTION:

In response to an inquiry, it was noted the easement will not impact the existing building on the property. There was general discussion with respect to the property.

CARRIED.

Counc. Shea returned to the meeting.

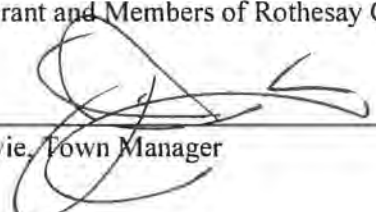


70 Hampton Road
Rothesay, NB
E2E 5L5 Canada

Rothesay Council
December 13, 2021

TO: Mayor Grant and Members of Rothesay Council

SUBMITTED BY:



John Jarvie, Town Manager

DATE: December 8, 2021

SUBJECT: Contract S-2021-010:
Turnbull Court Sewer Phase II

RECOMMENDATION

It is recommended that Rothesay Mayor and Council award Contract S-2021-010: Turnbull Court Sewer Phase II to the low tenderer, Galbraith Construction Ltd., at the tendered price of \$1,048,041.00 (including HST), as calculated based on estimated quantities, and further that the Mayor and Town Clerk be authorized to execute the necessary contract documents.

ORIGIN

The 2021 Utility Fund Capital Budget includes funding for the second (and final) phase of the Turnbull Court Sewer Upgrade project.

BACKGROUND

The main sanitary sewer line between Turnbull Court and Tennis Court Road is in excess of 50 years old and has experienced several localized collapses in recent years. The sewer line extends over the surface of Taylor Brook and has been affected in recent years by ice flows that posed serious risk to the local environment.

The Works and Utility Committee and Council have been made aware of the condition of this sewer and a decision was made during the 2020 budget deliberations (in 2019) to break this costly project into two

phases. The first phase consisted of construction of a new pump station at Taylor Brook and replacement of main line sewer between Taylor Brook and Tennis Court Road. This phase was included in the 2020 Utility Capital Budget. The tender for Phase I closed in September 2020 and the work was completed throughout 2021. The second phase, which will include replacement of the sewer line between Taylor Brook and Turnbull Court, was included in the 2021 Utility Capital Budget.

TENDER RESULTS

The tender for Phase II closed on December 8, 2021 and five (5) bids were submitted. All three (3) bids were deemed compliant by the Tender Opening Committee. The results were as follows:

1. Galbraith Construction Ltd., Saint John, NB	\$ 1,048,041.00
2. Terraex Inc., Saint John, NB	\$ 1,268,507.50
3. Fairville Construction Ltd., Saint John, NB	\$ 1,324,248.00
4. Dexter Construction Company Limited, Saint John, NB	\$ 1,462,984.00
5. Debly Enterprises Ltd., Saint John, NB	\$ 1,508,253.75

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

FINANCIAL IMPLICATIONS

The 2021 Utility Fund Capital Budget included a total amount of \$1,000,000 to complete this first phase of the project. The anticipated completion cost of the tendered project is:

	Total incl. HST	HST rebate	Subtotal	Diff from \$1,000,000.00 Budget
Construction costs	1,048,041.00	97,640.96	950,400.03	+49,599.97


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).

Liz Hazlett

From: Liz Hazlett
Sent: December 9, 2021 10:37 AM
To: Liz Hazlett
Subject: FW: If you could send your email and photos about the bleachers before noon, that would be great..thanks

From: Helen Boyle <helenboyle@rothesay.ca>
Sent: December 9, 2021 9:58 AM
To: Mary Jane Banks <MaryJaneBanks@rothesay.ca>
Subject: Re: If you could send your email and photos about the bleachers before noon, that would be great..thanks

Mary Jane,

Could you please attach this letter to the kit this month.

I have had several complaints about the new bleachers at Rothesay Arena. I have attached a couple photos to show how limited the view is. For those of you who have not been to the rink, the bleachers are five rows each with limited view from the first three rows, you can only actually see the ice from rows four and five. Provide you are 5'7 or taller.

The suggestions I have been given are to raise the bleachers so that you can see the ice from all five rows. I did speak to Charles, apparently there is a fire code with respect to this. I have also been told that if we use the same material it will be acceptable.

The railings are another complaint, blocks view.

If the seats get wet they will be slick.

Another suggestion was to maybe cover the seats.

What I am gathering as a theme is that the rink users are not happy with the bleachers.

Looking forward to making this situation better.

Helen

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