

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
Town Hall Common Room
Monday, May 9, 2022
7:00 p.m.



Public access to the livestream will be available online:

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

PLEASE NOTE: Electronic means of communication will be in use

Rothesay Land Acknowledgement

Deputy Mayor Alexander

1. APPROVAL OF AGENDA

2. APPROVAL OF MINUTES

Regular Meeting	11 April 2022
Public Hearing (95 Hampton Road)	12 April 2022
Public Hearing (Highland/Hillcrest)	25 April 2022
Public Hearing (145 Hampton Road)	26 April 2022

➤ **Business Arising from Minutes**

3. OPENING REMARKS OF COUNCIL

INVITATION: Rothesay's Age Friendly Celebration June 1, 2022, 1:00 p.m. – 3:00 p.m.

3.1 Declaration of Conflict of Interest

4. DELEGATIONS

N/A

5. CORRESPONDENCE FOR ACTION

5.1 20 April 2022 Letter from resident RE: Transport Trucks navigating Appleby Drive

Refer to staff

5.2 29 April 2022 Email from resident RE: Rezoning signage posted on properties

Refer to staff

5.3 29 April 2022 Email from the Commissioner on Systemic Racism RE: Request for comment

Provide comments to the Town Manager

5.4 1 May 2022 Email from Brock Court residents RE: Brock Court construction

20 October 2020 Email from Brock Court residents

Refer to staff

5.5 1 May 2022 Email from Brock Court residents RE: Brock Court drainage issues

2019-2020 Email thread from Brock Court residents

Refer to staff

6. CORRESPONDENCE - FOR INFORMATION

6.1 14 April 2022 Kennebecasis Valley Fire Department Inc. (KVFD) 2021 Audited Financial Statements

6.2 14 April 2022 Letter to Minister Green RE: Designated Highways – Rothesay & 'The Road Ahead'

ROTHESAY

Regular Council Meeting

Agenda

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9 May 2022

- 6.3 21 April 2022 Letter to Wayne Long, MP RE: Canada Emergency Wage Subsidy (CEWS) and the Canada Games Aquatic Centre

7. REPORTS**7.0 May 2022 Report from Closed Session**

- 7.1 28 March 2022 Fundy Regional Service Commission (FRSC) meeting minutes
- 7.2 16 March 2022 Kennebecasis Public Library (KPL) Board meeting minutes
- 7.3 9 February 2022 Kennebecasis Valley Fire Department Inc. (KVFD) Board meeting minutes
- 31 December 2021 KVFD Statement of Expense with Budget Variance
- 9 February 2022 KVFD Chief's Report
- 31 December 2021 KVFD Response Report
- 7.4 31 March 2022 Draft unaudited Rothesay General Fund Financial Statements
- 31 March 2022 Draft unaudited Rothesay Utility Fund Financial Statements
- 31 March 2022 Donation Summary
- 21 April 2022 Draft Finance Committee meeting minutes
- Actuarial Valuations
- 7.5 19 April 2022 Draft Age Friendly Advisory Committee meeting minutes
- 7.6 20 April 2022 Draft Works and Utilities Committee meeting minutes
- 7.7 2 May 2022 Draft Planning Advisory Committee meeting minutes
- 95 Hampton Road (*see item 9.1.1*)
- 7.8 April 2022 Monthly Building Permit Report
- 7.9 5 May 2022 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***8.4 Private Lanes Policy** (Tabled March 2022)*No action at this time***9. NEW BUSINESS****9.1 BUSINESS ARISING FROM PUBLIC HEARINGS****9.1.1 (95) Hampton Road/Woodland Avenue**

- 3 May 2022 Memorandum from Town Clerk Banks
- DRAFT By-law 2-10-29
- DRAFT Development Agreement

ROTHESAY

Regular Council Meeting
Agenda

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9 May 2022

9.1.2 145 Hampton Road

29 April 2022	Memorandum from Town Clerk Banks
DRAFT	By-law 2-10-30
DRAFT	Development Agreement

9.1.3 Highland Avenue/Hillcrest Drive

29 April 2022	Memorandum from Town Clerk Banks
DRAFT	By-law 2-10-31
DRAFT	Development Agreement

9.2 Contract T-2022-001B Asphalt Resurfacing Project

4 May 2022	Report prepared by DO McLean
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9.3 Equipment Supply – Traffic Signals

4 May 2022	Report prepared by DO McLean
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9.4 HVAC Purchase

5 May 2022	Report prepared by DO McLean
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9.5 Truck Purchase

5 May 2022	Report prepared by DO McLean
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9.6 Mower Purchase (Ride-on)

9 May 2022	Report prepared by DRP Jensen
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9.7 Mower Purchase (Walk behind)

9 May 2022	Report prepared by DRP Jensen
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10. NEXT MEETING

Regular meeting	Monday, June 13, 2022
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11. ADJOURNMENT



YOU'RE INVITED!

Rothesay's Age Friendly Celebration

70 Hampton Road, Rothesay
Wednesday, June 1, 2022
1:00pm - 3:00pm



Celebrating the Renewal of Rothesay's Designation as an Age Friendly Community & Three Years of the Rothesay Hive!

Please join us on June 1 for an open house from 1:00pm to 3:00pm to celebrate the renewal of Rothesay's designation as an Age Friendly Community, in conjunction with the celebration of the Rothesay Hive's third year of operation.

The age friendly celebration will be hosted both indoors and outdoors and will include refreshments, music performed by students from Rothesay High School, lawn games, and more. All are welcome to attend to celebrate these age friendly milestones! Masks are encouraged while inside the Rothesay Hive and Rothesay Town Hall.

The Rothesay Hive opened on May 23, 2019, as a gathering place to nurture the health and well-being of adults (50+) through a hub of activities that focus on socialization, connection, health and wellness, intergenerational programming, lifelong learning and outreach. The Rothesay Hive currently offers a variety of activities and opportunities, including fitness classes, a Book Club, cards and board games, Mahjong Lessons, a Garden Club, and more!

Parking: 70 Hampton Road, Rothesay NB. Spaces are very limited at the Town Hall parking lot due to business operations. If able, please park across the street. There is a well-marked crosswalk.

Accessibility: Accessible parking spots are located in the Town Hall parking lot. The Rothesay Hive is an accessible facility.

VISIT OUR WEBSITE FOR MORE INFORMATION ABOUT MEMBERSHIPS & PROGRAMS:
WWW.ROTHESAY.CA/RECREATION/ROTHESAY-HIVE/

FIND US ON FACEBOOK TO KEEP IN TOUCH:
WWW.FACEBOOK.COM/GROUPS/ROTHESAYHIVE/





Town of Rothesay

From: , 67 Appleby Dr. Rothesay

Problem: Transport Trucks navigating Appleby Dr.

Solution: Placement of sign at the beginning of the entrance to Appleby Dr.

The Issue:

As a residential street the surface of Appleby Dr and its adjacent streets are in good repair. However the issue is the length of the trucks negotiating the first corner and subsequent corners as they go up these roads. The maximum length of a trailer that can negotiate this hill is 48 feet. Anything over that length will not make the corner. To this end that have been a few trucks over the past that have had to back down Appleby. The week of April 11th saw a moving truck, length of trailer 53 feet hold up traffic on Appleby as well as trying to negotiate and park in an adjoining driveway. Then ultimately try to back down Appleby and finally jack knife on Rothesay road and again obstruct traffic. I'm sure if you contact Rothesay police they will have a report on the incident.

Talking with the driver it is apparent that trucks coming from out of province are not aware of some of our unique road conditions. With more families moving and possible new construction in the area, a simple sign would certainly help alleviate the problem and be cost effective.

I would also like to address the issue of making drivers aware of the road edge where I live. We do not have any curbs in the area and I have had an incident were a driver has knocked over garbage cans that are placed well inside my property. As well some drivers have come close to driving too far to the right and descending down the road edge into the steep part of my ditch.. I'm worried that someday there could be a possible roll over at the upper ditch area. I am requesting a white line be placed in this area as well as a few cautionary markers. I believe this to be a safety issue that Town needs to address.

Thank you in advance for addressing this issue.

Liz Hazlett

From: Mary Jane Banks
Sent: April 29, 2022 4:14 PM
To:
Cc: Liz Hazlett
Subject: RE: Please forward this email to mayor and council

Thanks for your email.

It will be forwarded to Council for consideration at the next meeting on Monday, May 9, 2022.

MaryJane

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

MaryJaneBanks@rothesay.ca

p (506)848-6664

f (506)848-6677

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

From:
Sent: April 29, 2022 4:12 PM
To: Mary Jane Banks <MaryJaneBanks@rothesay.ca>
Cc: nknewhouse@gmail.com
Subject: Please forward this email to mayor and council

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

Your Worship and members of Rothesay City Council,

Thank you again for providing the opportunity to speak at the recent public hearings regarding changes to neighbourhood zoning. Although the Town posted the notice about the hearing on the website and shared the information via social media, as well as on other channels, many Rothesay residents I spoke to said they were unaware of the meetings...and some of them live across the street from one of the proposed new high-density buildings.

Would the town consider putting up signage on lots that are up for rezoning, so residents passing by can read about the planned changes and the public hearing dates? The City of Ottawa does that and it is a very effective way to be as transparent as possible and engage the community.

Thank you for considering my request.

Almon Lane, Rothesay

Manju Varma, Ph.D.

NB Commissioner on Systemic Racism

Commissaire concernant le racisme systémique N-B

Dear Council,

I am writing to you as New Brunswick's Commissioner of Systemic Racism. In October 2021, I was appointed with a mandate to conduct a comprehensive review of the extent and scope of systemic racism in New Brunswick. In October 2022, I will submit a report with recommendations on how to create a more inclusive and anti-racist province.

This letter is an invitation to participate in that process by providing our office with a written submission on your community's work and thoughts on diversity and inclusion in New Brunswick. I would like to know what concerns your community has regarding systemic racism and what recommendations you would like to share with my office. The style of the submission is quite flexible, as our office does not expect you to adhere to a specific length or format. Essentially, I just want to hear your thoughts. I also invite you to write in the official language of your choice.

If you wish to make a written submission, please send it to CSR-CRS@gnb.ca. Please note that the deadline for submissions is 31 May 2022. Please feel free to contact me directly if you have any questions or visit our website at www.gnb.ca/systemicracism.

Again, I appreciate your participation in this process. The diversity of voices will ensure that my final report is inclusive and representative.

Respectfully Yours,

Manju Varma, Ph.D.

Commissioner on Systemic Racism

Chers membres du Conseil,

Je vous écris à titre de commissaire au racisme systémique du Nouveau-Brunswick. En octobre 2021, j'ai été nommé avec le mandat de mener un examen complet de l'étendue et de la portée du racisme systémique au Nouveau-Brunswick. En octobre 2022, je présenterai un rapport contenant des recommandations sur la façon de créer une province plus inclusive et antiraciste.

Cette lettre est une invitation à participer à ce processus en fournissant à notre bureau une soumission écrite sur le travail et les réflexions de votre communauté sur la diversité et l'inclusion au Nouveau-Brunswick. J'aimerais connaître les préoccupations de votre communauté à l'égard du racisme systémique et les recommandations que vous aimeriez partager avec mon bureau. Le style de la présentation est assez souple, car notre bureau ne s'attend pas à ce que vous respectiez une longueur

ou un format précis. Essentiellement, je veux simplement entendre vos réflexions. Je vous invite également à écrire dans la langue officielle de votre choix.

Si vous souhaitez présenter une soumission écrite, veuillez l'envoyer à CSR-CRS@gnb.ca. Veuillez noter que la date limite pour les soumissions est le 31 mai 2022. N'hésitez pas à me contacter directement si vous avez des questions ou à consulter notre site Web à l'adresse www.gnb.ca/systemicracism.

Encore une fois, j'apprécie votre participation à ce processus. Une diversité des voix permettra que mon rapport final soit inclusif et représentatif.

Cordialement,

Manju Varma, Ph.D.

Commissaire concernant le racisme systémique N-B

Liz Hazlett

From: Liz Hazlett
Sent: May 2, 2022 8:55 AM
To: Liz Hazlett
Subject: FW: Brock Court Construction

From:
Sent: May 1, 2022 5:17 PM
To: Nancy Grant <NancyGrant@rothesay.ca>; Matthew Alexander <MatthewAlexander@rothesay.ca>; Tiffany Mackay French <TiffanyMackayFrench@rothesay.ca>; Bill McGuire <BillMcGuire@rothesay.ca>; Dave Brown <davebrown@rothesay.ca>; Helen Boyle <helenboyle@rothesay.ca>; Peter Lewis <PeterLewis@rothesay.ca>; Don Shea <DonShea@rothesay.ca>; Mary Jane Banks <MaryJaneBanks@rothesay.ca>
Subject: Brock Court Construction

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

Dear Mayor Grant and Council,

The undersigned long-term residents of Brock Court are contacting you and the new council members regarding the concerns we raised to council in October 2020 as detailed in the email below. As you may be aware, construction has begun on 2 new homes on the small remaining piece of land on our court.

We would like to re-iterate our concerns regarding the significant disruption caused by the prior build. The major issues are that of safety concerns and lifestyle disruption due to the congestion related to heavy equipment on a small dead-end street.

Our simple request is for the stipulations itemized below be adhered to, which we feel would create a safe and respectful build site. For your information, we have approached the workers currently on the build site with our concerns.

Finally, we would like to request permission to speak at any future council meeting to any related issue that may arise.

Thank You,

Begin forwarded message:

From:

Date: October 6, 2020 at 7:41:09 PM EDT

To: "nancygrant@rothesay.ca" <nancygrant@rothesay.ca>, "mattalexander@rothesay.ca" <mattalexander@rothesay.ca>, "miriamwells@rothesay.ca" <miriamwells@rothesay.ca>, "tiffanymackayfrench@rothesay.ca" <tiffanymackayfrench@rothesay.ca>, "billmcguire@rothesay.ca" <billmcguire@rothesay.ca>, "donshea@rothesay.ca" <donshea@rothesay.ca>, "grantbrenan@rothesay.ca" <grantbrenan@rothesay.ca>, "peterlewis@rothesay.ca" <peterlewis@rothesay.ca>, John Jarvie <JohnJarvie@rothesay.ca>, "maryjanebanks@rothesay.ca" <maryjanebanks@rothesay.ca>

Cc: "brettmclean@rothesay.ca" <brettmclean@rothesay.ca>

Subject: Brock Court Construction

Dear Mayor Grant and Council,

We are writing to you as residents of Brock Court in Rothesay. Each of the residents signed below has had input into the content of this letter. We would like to make you aware of the significant disruption during the recent home build of 7 Brock Court, and we are requesting that certain stipulations be placed on future builds on our court. These will be itemized at the end of this letter.

There are 5 homes on our small dead-end court. The street is narrow with no sidewalk or curb. There are 2 families with 6 school aged children who love to play on the street, and 2 homes with elderly citizens who walk their dogs on the court daily. During the recent build, residents experienced significant safety issues and major lifestyle disruptions due to continuous traffic of trucks, trailers, excavators, etc. This congestion limited access by basic services such as garbage pick up. An obvious concern would also be of limited emergency vehicle access. One of the senior citizens had a near miss with a construction vehicle while mowing the lawn.

Additionally, a generator ran on the property essentially 24/7 from December to June. A lengthy dirt driveway created clouds of dust and mud trails on the street. This affected air quality and cleanliness. Residents were unable to open windows or enjoy their yards due to dust and generator noise. By way of comparison, the construction site of a home built concurrently on nearby John Street was always tidy and dust free.

Finally, we have been made aware that the Saint John Regional Hospital Foundation is considering building the next Dream House for the Hospital Lottery on our court. We strenuously oppose those plans for several reasons and have made the Foundation aware of our opposition. The residents of Goldie Court and others have also written to the Foundation with a request to reconsider the Dream Home location. Previous Dream Homes have virtually always been built in new subdivisions with little disturbance of the esthetic of the neighbourhood or resident's quality of life. Ours is one of Rothesay's oldest and most mature neighbourhoods. The Dream House is essentially a commercial venture and Brock Court cannot safely accommodate the traffic and congestion of this scale of build and subsequent home viewing.

2022 May 9 Open Session FINAL 005
We are respectfully asking that Council please follow stipulations on any future building permits on Brock Court to protect our safety and quality of life. Please note that our requests adhere to the Town of Rothesay Zoning By-laws as published on your website.

1. Construction vehicles and others related to the build be prohibited from parking on Brock Court
2. Generators be used judiciously, not run continuously day and night.
3. Driveways to building lots should have crushed rock to minimize dust and mud.
4. No future Lottery Dream Home build on Brock Court.
5. Any property damage experienced by residents be repaired at the expense of the builder.

We would be happy to provide further information or clarification if necessary

Sincerely,

4 Brock Ct

2 Brock Ct

6 Brock Ct

1 Brock Ct

Liz Hazlett

From: Liz Hazlett
Sent: May 2, 2022 8:55 AM
To: Liz Hazlett
Subject: FW: Request for assistance with Brock Court groundwater drainage issues

From:
Sent: May 1, 2022 9:37 PM
To: Nancy Grant <NancyGrant@rothesay.ca>; Matthew Alexander <MatthewAlexander@rothesay.ca>; Tiffany Mackay French <TiffanyMackayFrench@rothesay.ca>; Bill McGuire <BillMcGuire@rothesay.ca>; Dave Brown <davebrown@rothesay.ca>; Helen Boyle <helenboyle@rothesay.ca>; Don Shea <DonShea@rothesay.ca>; Peter Lewis <PeterLewis@rothesay.ca>; Mary Jane Banks <MaryJaneBanks@rothesay.ca>
Subject: Request for assistance with Brock Court groundwater drainage issues

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

Dear Mayor Grant and Council Members,

The Brock Court residents signed below would like to make the Mayor and new Rothesay Town Council aware of its ongoing unresolved drainage situation and its history.

In the winter of 2014/15, we experienced a serious safety and drainage incident in which our NB Power electrical box became completely submerged by water and a nearby sinkhole developed on the town of Rothesay property secondary to aging and collapsing underground drainage infrastructure after a Town snow plow drove over it.

It was these incidents that prompted our initial ask to Rothesay Council in August 2017 for drainage infrastructure repair.

Please follow the email chain summarizing our 2017 request; residents doing their part with the drainage fix; additional requests to council for drainage remediation after another sink hole occurred on Town property; comments from the town Manager and town Engineer that new drainage infrastructure was to be allocated in the 2020 and the 2021 budgets (emails below - our highlights).

One of the (Town-commissioned) 2017 Dillon Engineering Report's recommendations was that individual homeowners take steps to mitigate flooding on their properties (grading and ditching improvements, etc). These were completed at our expense in 2018. It is now 2022 and nothing has been done except phase 1 of 3 proposed phases (see Brett MacLean's email below explaining phases).

Presently on Brock Court, 2 additional homes are being built beside a new home built in 2021. The street is no longer a tiny court with 4 homes built in the 1970s as it was when it was first developed. Ditching infrastructure and underground drainage needs updating to 2022 standards.

We are once again respectfully asking ~~2021~~ ~~Rothesay~~ ~~Down~~ ~~Council~~ ~~Final~~ ~~Budget~~ for updating Brock Court's drainage infrastructure as was indicated years ago.

Finally, we are requesting permission to address council on this issue at any future meeting if additional information is required.

From: Brett McLean <BrettMcLean@rothesay.ca>

Sent: Thursday, April 23, 2020 11:48 AM

To:

Subject: RE: Brock crt

Not to get too complicated or be too colloquial, but it is best described as a "phased approach to provide a place for stuff to go".

Let me explain;

The infrastructure in your neighborhood needs to be replaced.

However, that infrastructure and the material it carries currently has no place to go.

New piping around the (former) Brock property is phase 1 of creating a "place" for the material that flows through your neighborhood infrastructure to go.

Establishing a (landowner permitted) channel from the end of the new infrastructure on the (former) Brock Property, through the ScotiaBank property to the drainage channel across the Rothesay Common is phase 2.

Phase 3 is upgrading the infrastructure in your neighborhood and connecting to the "place to go" established in Phase 1 and 2.

Phase 1 is funded and will commence on April 27th.

Phase 2 is a two part discussion, part 1 of which is resolved and part 2 of which is currently under discussion with the landowner.

It is anticipated that phase 2 will proceed in the 2020 calendar year.

Phase 3, replacement of infrastructure in your neighborhood, will be proposed during the 2021 budget deliberations. If funding is approved by council and if phase 1 and 2 are complete, the piping near your house would be replaced spring 2021.

From: John Jarvie <JohnJarvie@rothesay.ca> 2022May9OpenSessionFINAL_038

Sent: August 16, 2019 2:58 PM

To: Nancy Grant <NancyGrant@rothesay.ca>; Matthew Alexander <MatthewAlexander@rothesay.ca>; Miriam Wells <MiriamWells@rothesay.ca>; Tiffany Mackay French <TiffanyMackayFrench@rothesay.ca>; Bill McGuire <BillMcGuire@rothesay.ca>; Don Shea <DonShea@rothesay.ca>; Grant Brenan <GrantBrenan@rothesay.ca>; Peter Lewis <PeterLewis@rothesay.ca>; Mary Jane Banks <MaryJaneBanks@rothesay.ca>; Brett McLean <BrettMcLean@rothesay.ca>;

Subject: RE: Request for assistance with groundwater drainage issues 4 Brock court update

Good Afternoon

Staff are actively planning for improved drainage on Brock Court and will be recommending a project for inclusion in the 2020 work program. Council generally determines the annual program late

in the fall. As previously advised, the current project will improve downstream capacity in the area that can in turn be utilized to address concerns on Brock Court.

John

From:

Sent: August 6, 2019 9:16 PM

To: Nancy Grant <NancyGrant@rothesay.ca>; Matthew Alexander <MatthewAlexander@rothesay.ca>; Miriam Wells <MiriamWells@rothesay.ca>; Tiffany Mackay French <TiffanyMackayFrench@rothesay.ca>; Bill McGuire <BillMcGuire@rothesay.ca>; Don Shea <DonShea@rothesay.ca>; Grant Brenan <GrantBrenan@rothesay.ca>; Peter Lewis <PeterLewis@rothesay.ca>; John Jarvie <JohnJarvie@rothesay.ca>; Mary Jane Banks <MaryJaneBanks@rothesay.ca>; Brett McLean <BrettMcLean@rothesay.ca>;

Subject: Re: Request for assistance with groundwater drainage issues 4 Brock court update

Good Evening Mayor Grant and Council Members,

We are pleased to see the extensive work being done 'downstream' from us on Church street, etc.

Our intent in contacting you again is to get some clarification on next steps for the drainage project and to specifically request that our Brock Court drainage issues be addressed in the 2020 budget.

Thank You,

4 Brock Court

Good Morning

I have sent your message to the Clerk's office for inclusion on Council agenda for May 13.

Enjoy your day,

Nancy

Dr. Nancy Grant
Mayor

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

From:

Sent: Tuesday, May 7, 2019 8:39 PM

To: Nancy Grant; Matthew Alexander; Miriam Wells; Tiffany Mackay French; Bill McGuire; Don Shea; Grant Brennan; Peter Lewis; John Jarvie; Mary Jane Banks

Cc: andy.macvey@fundyeng.com; Brett McLean;

Subject: Request for assistance with groundwater drainage issues 4 Brock court update

Dear Mayor Grant and Council Members,

We submitted a letter to Council August 17, 2017 requesting assistance with drainage on 4 Brock Court as we have no formal storm drains, infrastructure on town land was collapsing creating dangerous sink holes, and ground water was collecting causing an NB Power box to become submerged. This led to a town commissioned study (Dillon Report) which confirmed that drainage needs to be improved in the area of Brock Court and Goldie Court. Storm drain infrastructure was proposed to be added to the 2019 budget. Unfortunately our specific storm drain improvements will not be occurring in 2019.

The homeowners of 4 and 6 Brock Ct have carried out the suggestions contained in the Dillon report with respect to mitigating drainage issues on our own property in the summer of 2018 (grading, ditch cleanup, etc).

However, we are addressing council again, as on Sunday May 5, 2019 the old storm drain infrastructure on Town of Rothesay property once again gave away creating a dangerous sink hole that the 6 Brock Ct homeowner fell into. Our storm drainage is inadequate and very quickly failing and becoming dangerous.

The town is presently working on the recurrent sinkhole issue, but we would like to once again request the global drainage issue be addressed sooner rather than later, as indicated in the Dillon report. The current infrastructure on town property is failing miserably.

Thank you,



2022May9OpenSessionFINAL_041
KENNEBECASIS VALLEY FIRE DEPARTMENT INC.

7 Campbell Drive
Rothesay, New Brunswick
E2E 5B6

April 14, 2022
Confidential

Teed Saunders Doyle & Co.
39 Canterbury Street
PO Box 6668
Saint John New Brunswick E2L 4S1

Dear Sirs:

This representation letter is provided in connection with your audit of the financial statements of Kennebecasis Valley Fire Department Inc. for the year ended December 31, 2021, for the purpose of you expressing an opinion as to whether the financial statements is presented fairly, in all material respects, in accordance with Canadian generally accepted accounting principles

In making the representations outlined below, we took the time necessary to appropriately inform ourselves on the subject matter through inquiries of entity personnel with relevant knowledge and experience, and, where appropriate, by inspecting supporting documentation.

We confirm that (to the best of our knowledge and belief):

We have fulfilled our responsibilities, as set out in the terms of the audit engagement dated March 7, 2022 for:

Preparing and fairly presenting the financial statements in accordance with Canadian generally accepted accounting principles;

Providing you with:

Access to all information of which we are aware that is relevant to the preparation of the financial statements, such as:

- A. Accounting records, supporting data and other relevant documentation,
 - B. Minutes of meetings (such as shareholders, board of directors and audit committees) or summaries of actions taken for which minutes have not yet been prepared, and
 - C. Information on any other matters, of which we are aware, that is relevant to the preparation of the financial statements;
- ii) Additional information that you have requested from us for the purpose of the audit; and
 - iii) Unrestricted access to persons within the entity from whom you determine it necessary to obtain audit evidence.
- c) Ensuring that all transactions have been recorded in the accounting records and are reflected in the financial statements; and
 - d) Designing and implementing such internal control as we determined is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error. We have also communicated to you any deficiencies in the design and implementation or the maintenance of internal control over financial reporting of which management is aware.

Fraud and Non Compliance

We have disclosed to you:

- a. All of our knowledge in relation to actual, alleged or suspected fraud affecting the entity's financial statements involving:
 - i. Management;
 - ii. Employees who have significant roles in internal control; or

(continued)

2022May9OpenSessionFINAL_042

- iii. Others where the fraud could have a material effect on the financial statements;
- b. All of our knowledge in relation to allegations of fraud or suspected fraud communicated by employees, former employees, analysts, regulators or others;
- c. All known instances of non-compliance or suspected non-compliance with laws and regulations, including all aspects of contractual agreements that should be considered when preparing the financial statements;
- d. All known, actual, or possible litigation and claims that should be considered when preparing the financial statements; and
- e. The results of our risk assessments regarding possible fraud or error in the financial statements.

Related Parties

We confirm that there were no related-party relationships or transactions that occurred during the period.

Estimates

We acknowledge our responsibility for determining the accounting estimates required for the preparation of the financial statements in accordance with Canadian generally accepted accounting principles. Those estimates reflect our judgment based on our knowledge and experience of past and current events, and on our assumptions about conditions we expect to exist and courses of action we expect to take. We confirm that the significant assumptions and measurement methods used by us in making accounting estimates, including those measured at fair value, are reasonable.

Commitments and Contingencies

There are no commitments, contingent liabilities/assets or guarantees (written or oral) that should be disclosed in the financial statements. This includes liabilities arising from contract terms, illegal acts or possible illegal acts, and environmental matters that would have an impact on the financial statements.

Adjustments

We have reviewed, approved and recorded all of your proposed adjustments to our accounting records. This includes journal entries, changes to account coding, classification of certain transactions and preparation of, or changes to, certain accounting records.

Misstatements

The effects of uncorrected misstatements are immaterial, individually and in aggregate, to the financial statements as a whole.

Accounting policies

All significant accounting policies are disclosed in the financial statements and are consistent with those used in the previous period.

Direct liabilities

We have recorded in the accounts all known liabilities of our company as at December 31, 2021 except for trivial amounts.

Fair values

We confirm that the significant assumptions used in arriving at the fair values of financial instruments as measured and disclosed in the financial statements are reasonable and appropriate in the circumstances.

Journal entries

We have approved all journal entries and other adjustments proposed by you, and they have been included in our financial statements.

Liabilities and contingencies

All liabilities and contingencies, including those associated with guarantees, whether written or oral, have been disclosed to you and are appropriately reflected in the financial statements.

Pension costs, assets and obligations

All of our pension plans and provisions of each plan have been fully disclosed to you.

(continued)

2022May9OpenSessionFINAL_043

The source data used by the actuary is complete and accurate, and all the assumptions used by the actuary in the preparation of the accrued benefits obligation are our best estimates of the most likely set of conditions affecting future events.

All plan assets are taken into account at their fair value in determining the net pension asset or liability.

Property, plant and equipment

Property, plant and equipment are recorded at cost. We have good and valid title to all items of property and equipment reflected in the accounts relating thereto, and there are no liens or encumbrances on our assets. During the period ended December 31, 2021, no material amounts relating to additions or improvements of property, plant and equipment were charged to expense. The provision for amortization is based on the cost and expected economic useful lives of the property using the straight-line method.

The property, leasehold improvement and equipment accounts, and the related allowances for amortization have been adjusted for all important items of such assets that were idle, obsolete, sold, dismantled, abandoned or otherwise disposed of for the period ended December 31, 2021 and for all prior periods.

We have evaluated property, plant and equipment for recoverability in accordance with the provisions of the CPA Canada Handbook – Accounting, Part II, Section 3063 (Impairment of Long-Lived Assets). Impairment losses have been recognized in earnings when required.

Subsequent events

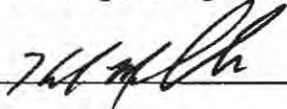

There have been no events between the balance sheet date and the date of this letter that would require recognition or disclosure in the financial statements other than the Covid-19 disclosure.

There have been no events subsequent to the balance sheet date of the comparative financial statements that would require adjustment or disclosure in the current financial statements, other than the Covid-19 disclosure.

Signed balance sheet

We are aware of the provisions of sections 158(1) and (2) of the Canada Business Corporations Act, or the equivalent sections of other provincial or territorial Business Corporations Acts, which require the financial statements to be approved by the board of directors, such approval being evidenced by the signature at the foot of the balance sheet by two directors duly authorized to sign or by the director, where there is only one. We also undertake not to issue, publish or circulate copies of the financial statements unless these are approved and signed as aforementioned and are accompanied by the Audit Opinion.

Acknowledged and agreed on behalf of Kennebecasis Valley Fire Department Inc. by:

 _____  _____

April 14, 2022

Date signed

April 14, 2022

Date signed

KENNEBECASIS VALLEY FIRE DEPARTMENT INC.

FINANCIAL STATEMENTS

DECEMBER 31, 2021

KENNEBECASIS VALLEY FIRE DEPARTMENT INC.

2022May9OpenSessionFINAL_045
DECEMBER 31, 2021

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INDEPENDENT AUDITORS' REPORT

To the Board of Directors of Kennebecasis Valley Fire Department Inc.

Opinion

We have audited the financial statements of the Kennebecasis Valley Fire Department Inc., (the "Department") which comprise the statement of financial position as at December 31, 2021, and the statements of operations, changes in net debt and cash flows for the year then ended and notes to the financial statements, including a summary of significant accounting policies.

In our opinion, the financial statements present fairly, in all material respects, the financial position of the Kennebecasis Valley Fire Department Inc. as at December 31, 2021, and the results of its operations, changes in net debt and cash flows for the year then ended in accordance with Canadian public sector accounting standards.

We conducted our audit in accordance with Canadian generally accepted auditing standards. Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are independent of the Department in accordance with the ethical requirements that are relevant to our audit of the financial statements in Canada, and we have fulfilled our other ethical responsibilities in accordance with those requirements. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

Responsibilities of Management and Those Charged with Governance for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with Canadian public sector accounting standards, and for such internal control as management determines is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is responsible for assessing the Department's ability to continue as a going concern, disclosing, as applicable, matters relating to going concern and using the going concern basis of accounting unless management either intends to liquidate the Department or to cease operations, or has no realistic alternative but to do so.

Those charged with governance are responsible for overseeing the Department's financial reporting process.

Auditors' Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with Canadian generally accepted auditing standards will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these financial statements.

(continues)

Auditors' Responsibilities for the Audit of the Financial Statements (cont'd)

As part of an audit in accordance with Canadian generally accepted auditing standards, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Department's internal control.
- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management.
- Conclude on the appropriateness of management's use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the Department's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditors' report to the related disclosures in the financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditors' report. However, future events or conditions may cause the Department to cease to continue as a going concern.
- Evaluate the overall presentation, structure and content of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

We communicated with those charged with governance regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.



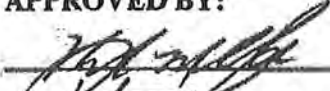
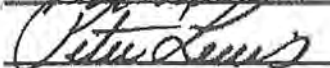
CHARTERED PROFESSIONAL ACCOUNTANTS

Saint John, New Brunswick
April 13, 2022

KENNEBECASIS VALLEY FIRE DEPARTMENT INC.

2022May9OpenSessionFINAL_048
STATEMENT OF FINANCIAL POSITION

AS AT DECEMBER 31, 2021

	2021	2020
FINANCIAL ASSETS		
Cash (Note 4)	\$ 878,831	\$ 835,398
Accounts receivable		
General	-	-
Due from member municipalities (Note 6)	199,097	63,334
Federal Government and its agencies (Note 5)	<u>45,057</u>	<u>132,678</u>
	<u>\$ 1,122,985</u>	<u>\$ 1,031,410</u>
LIABILITIES		
Accounts payable and accrued liabilities	\$ 154,043	\$ 180,179
Accrued sick leave liability (Note 7)	489,638	680,570
Accrued liability for retirement pay allowance (Note 8)	572,853	505,853
Post employment benefits payable (Note 9)	<u>159,800</u>	<u>145,600</u>
	<u>1,376,334</u>	<u>1,512,202</u>
NET DEBT	<u>(253,349)</u>	<u>(480,792)</u>
NON-FINANCIAL ASSETS		
Tangible capital assets (Note 11)	7,541,876	7,269,357
Accumulated amortization (Note 11)	<u>(3,635,556)</u>	<u>(3,336,775)</u>
	<u>3,906,320</u>	<u>3,932,582</u>
ACCUMULATED SURPLUS	<u>\$ 3,652,971</u>	<u>\$ 3,451,790</u>
COMMITMENT (Note 10)		
APPROVED BY:		
 _____	Chairperson	
 _____	Treasurer	

KENNEBECASIS VALLEY FIRE DEPARTMENT INC.

2022May9OpenSessionFINAL_049
STATEMENT OF OPERATIONS

FOR THE YEAR ENDED DECEMBER 31, 2021

	2021 Budget (Note 13)	2021 Actual	2020 Actual
REVENUE (Note 6)			
Contributions by member municipalities - operating	\$ 5,419,084	\$ 5,419,084	\$ 5,349,446
Contributions by member municipalities - capital	-	274,243	1,142,455
Fee structure	-	276	420
Interest	5,000	5,989	6,256
Gain on disposal of tangible capital assets	-	17,144	36,928
Miscellaneous	<u>1,000</u>	<u>-</u>	<u>-</u>
	<u>5,425,084</u>	<u>5,716,736</u>	<u>6,535,505</u>
EXPENDITURE			
Administration	793,179	738,615	693,472
Firefighting force	3,853,947	3,730,210	3,487,136
Telecommunications	207,072	204,295	4,558
Insurance	50,000	52,362	36,971
Prevention and training	58,500	32,799	30,430
Facilities (Note 6)	280,753	274,372	315,463
Fleet	291,446	267,058	267,452
Operations	124,805	120,150	127,069
Water costs	32,478	32,482	31,533
Retirement allowance	41,012	63,212	62,322
Other	<u>3,000</u>	<u>-</u>	<u>2,562</u>
	<u>5,736,192</u>	<u>5,515,555</u>	<u>5,058,968</u>
ANNUAL SURPLUS (DEFICIT) FOR THE YEAR (Note 12)	\$ <u>(311,108)</u>	201,181	1,476,537
ACCUMULATED SURPLUS - BEGINNING OF YEAR		<u>3,451,790</u>	<u>1,975,253</u>
ACCUMULATED SURPLUS - END OF YEAR		\$ <u>3,652,971</u>	\$ <u>3,451,790</u>
Amortization included in the above expenditure		<u>\$ 345,898</u>	<u>\$ 344,395</u>

KENNEBECASIS VALLEY FIRE DEPARTMENT INC.

2022May9OpenSessionFINAL_050
STATEMENT OF CHANGES IN NET DEBT

AS AT DECEMBER 31, 2021

	<u>2021</u>	<u>2020</u>
Annual surplus	\$ 201,181	\$ 1,476,537
Acquisition of tangible capital assets	(322,778)	(1,128,657)
Proceeds on disposal of tangible capital assets	20,286	32,642
Amortization of tangible capital assets	345,898	344,395
Gain on disposal of tangible capital assets	<u>(17,144)</u>	<u>(36,928)</u>
Decrease in net debt	227,443	687,989
Net debt - beginning of year	<u>(480,792)</u>	<u>(1,168,781)</u>
Net debt - end of year	<u>\$ (253,349)</u>	<u>\$ (480,792)</u>

KENNEBECASIS VALLEY FIRE DEPARTMENT INC.2022May9OpenSessionFINAL_051
STATEMENT OF CASH FLOWS**FOR THE YEAR ENDED DECEMBER 31, 2021**

	2021	2020
INCREASE (DECREASE) IN CASH		
OPERATING TRANSACTIONS		
Annual surplus	\$ 201,181	\$ 1,476,537
Gain on disposal of tangible capital assets	(17,144)	(36,928)
Amortization of tangible capital assets	345,898	344,395
Accounts receivable - General	-	617
Accounts receivable - Due from member municipalities	(135,763)	(63,334)
Accounts receivable - Federal Government and its agencies	87,621	(46,531)
Accounts payable and accrued liabilities	(26,136)	64,226
Accrued sick leave liability	(190,932)	(53,274)
Accrued liability for retirement pay allowance	67,000	67,000
Post employment benefits payable	<u>14,200</u>	<u>(330,300)</u>
	345,925	1,422,408
CAPITAL TRANSACTIONS		
Acquisition of tangible capital assets	(322,778)	<u>(1,128,657)</u>
Proceeds on disposal of tangible capital assets	<u>20,286</u>	<u>32,642</u>
NET INCREASE (DECREASE) IN CASH	43,433	326,393
CASH - BEGINNING OF YEAR	<u>835,398</u>	<u>509,005</u>
CASH - END OF YEAR	<u>\$ 878,831</u>	<u>\$ 835,398</u>
REPRESENTED BY:		
Cash - operating	\$ 343,748	\$ 348,903
Cash - retirement allowance	<u>535,083</u>	<u>486,495</u>
	<u>\$ 878,831</u>	<u>\$ 835,398</u>

KENNEBECASIS VALLEY FIRE DEPARTMENT INC.

2022May9OpenSessionFINAL_052 NOTES TO FINANCIAL STATEMENTS

DECEMBER 31, 2021

1. PURPOSE OF THE ORGANIZATION

The Kennebecasis Valley Fire Department Inc. (the "Department") provides fire prevention, fire protection, fire-fighting, fire investigation services and medical first response to the Towns of Quispamsis, Rothesay and certain outlying areas.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The financial statements of the Department are the representations of management prepared in accordance with Canadian generally accepted accounting principles for local government, as recommended by the Public Sector Accounting Board ("PSAB") of the Chartered Professional Accountants of Canada.

The focus of Public Sector Accounting Standards ("PSAS") financial statements is on the financial position of the Department and the changes thereto. The Statement of Financial Position includes all of the assets and liabilities of the Department.

Significant aspects of the accounting policies adopted by the Department are as follows:

Financial Instruments

Financial instruments are recorded at fair value when acquired or issued. In subsequent periods, equity instruments with actively traded markets are reported at fair value, with any unrealized gains and losses reported in annual surplus (deficit). All other financial instruments are reported at amortized cost, and tested for impairment at each reporting date. Transaction costs on the acquisition, sale, or issue of financial instruments are expensed when incurred.

Cash and Cash Equivalents

Cash and cash equivalents include cash balances with financial institutions.

Revenue Recognition

The contributions from the member municipalities and the local service districts are recognized when the amount to be received can be reasonably estimated and collection is reasonably assured. Interest and other income are recorded on an accrual basis, when the amount to be received can be reasonably estimated and collection is reasonably assured.

Expenditure Recognition

Expenditures are recorded on an accrual basis.

KENNEBECASIS VALLEY FIRE DEPARTMENT INC.

2022May9OpenSessionFINAL_053 NOTES TO FINANCIAL STATEMENTS

DECEMBER 31, 2021

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (cont'd)

Measurement Uncertainty

The preparation of the financial statements in conformity with Canadian public sector accounting standards requires management to make estimates that affect the reported amount of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amount of revenue and expenditure during the reporting period. These estimates are reviewed periodically, and as adjustments become necessary, they are reported in earnings in the period in which they become known. Actual results may differ from these estimates.

Examples of significant estimates include:

- providing for amortization of tangible capital assets;
- the estimated useful lives of tangible capital assets;
- the recoverability of tangible capital assets;
- accrued sick leave liability;
- accrued retirement pay allowance; and
- accrued post employment benefits.

Tangible Capital Assets

Tangible capital assets are recorded at cost which includes all amounts that are directly attributable to the acquisition, construction, development or betterment of the asset. The cost of the tangible capital assets are amortized on a straight-line basis over their estimated useful lives as follows:

<u>Asset Type</u>	<u>Estimated Useful Life</u>
Buildings	20-40 years
Vehicles	4-25 years
Equipment	4-20 years

Assets under construction are not amortized until the asset is available for productive use.

The Department regularly reviews its capital assets to eliminate obsolete items.

Post Employment Benefits

The Department recognizes its obligations under post employment benefit plans and the related costs, net of plan assets. The Department has a retirement pay allowance as documented in Note 8 and a pension plan as documented in Note 9.

Economic Dependence

The Department receives funding from Quispamsis and Rothesay, which accounts for a significant portion of revenues.

KENNEBECASIS VALLEY FIRE DEPARTMENT INC.

2022May9OpenSessionFINAL_054 NOTES TO FINANCIAL STATEMENTS

DECEMBER 31, 2021

3. FINANCIAL INSTRUMENTS

The Department is exposed to various risks through its financial instruments and has a comprehensive risk management framework to monitor, evaluate and manage these risks. The following analysis provides information about the Department's risk exposure and concentration as of December 31, 2021:

Credit Risk

Credit risk arises from the potential that a counter party will fail to perform its obligations. The Department is exposed to credit risk from its accounts receivable. The Department's credit risk is mitigated by the fact that its accounts receivable consist primarily of funds due from the Federal Government and the contributing municipalities.

Liquidity Risk

Liquidity risk is the risk that an entity will encounter difficulty in meeting obligations associated with financial liabilities. The Department is exposed to this risk mainly in respect of its receipt of funds from its accounts receivable, accounts payable and accrued liabilities and other obligations.

Currency Risk

Currency risk is the risk to the Department's earnings that arise from fluctuations of foreign exchange rates and the degree of volatility of these rates. The Department is not exposed to foreign currency risk as it does not hold foreign currencies.

Interest Rate Risk

Interest rate risk is the risk that the value of a financial instrument might be adversely affected by a change in the interest rates. In seeking to minimize the risks from interest rate fluctuations, the Department manages exposure through its normal operating activities. The Department is not exposed to significant interest rate risk as it does not have short term or long term debt.

4. CASH

	<u>2021</u>	<u>2020</u>
Cash - operating	\$ 343,748	\$ 348,903
Restricted cash - retirement allowance (Note 8)	<u>535,083</u>	<u>486,495</u>
	<u>\$ 878,831</u>	<u>\$ 835,398</u>

5. DUE FROM FEDERAL GOVERNMENT AND ITS AGENCIES

	<u>2021</u>	<u>2020</u>
Canada Revenue Agency (HST refund)	<u>\$ 45,057</u>	<u>\$ 132,678</u>

KENNEBECASIS VALLEY FIRE DEPARTMENT INC.

2022May9OpenSessionFINAL_055 NOTES TO FINANCIAL STATEMENTS

DECEMBER 31, 2021

6. RELATED PARTY TRANSACTIONS

The Department is related to Quispamsis and Rothesay, as the two Municipalities jointly control the Department. The Department received a property tax rebate in the amount of \$57,138 (2020 - \$46,755) from Rothesay, which is netted against the property tax expenditure. The Department also entered a new dispatch agreement with the Municipalities during the year, the amount was \$200,371 (2020 - nil). During the year, the Department recognized the following contributions from the Municipalities as revenue:

	2021	2020
Quispamsis - Operating	\$ 3,209,625	\$ 3,168,800
Rothesay - Operating	<u>2,209,459</u>	<u>2,180,646</u>
	<u>\$ 5,419,084</u>	<u>\$ 5,349,446</u>
Quispamsis - Capital	\$ 163,190	\$ 677,074
Rothesay - Capital	<u>111,053</u>	<u>465,381</u>
	<u>\$ 274,243</u>	<u>\$ 1,142,455</u>

7. ACCRUED SICK LEAVE LIABILITY

The Department provides every employee a sick leave entitlement that accumulates at a rate of 18 hours per month while the employee's sick bank is below 1,000 hours, and 13.5 hours per month while the sick bank is above 1,000 hours. All employees can accumulate to a maximum of 2,184 hours and can take a leave with pay by virtue of being sick or disabled, quarantined by a physician or Health Authority, or because of an accident or disease for which compensation is not payable under the Workplace Health, Safety and Compensation Commission Act or a long term disability plan. An employee is no longer entitled to accumulate sick leave if the employee has been off active duty, for any reason, for 120 consecutive calendar days or longer. All employees have 12 hours per year taken from their accumulated sick days and moved to a group sick bank until contributions collectively result in an accumulation of 3,000 working hours. For the purpose of the actuarial valuation described below, the group sick bank has been ignored since its use has been minimal in the past and its impact on the actuarial liability and normal cost is expected to be negligible.

An actuarial valuation was performed by Morneau Shepell as at December 31, 2020 on the 37 employee plan in accordance with PSA 3255. The actuarial method used was the projected unit credit pro-rated on service to expected usage. The valuation was based on a number of assumptions about future events, such as interest rates, wage and salary increases and employee turnover and retirement. The assumptions used reflect the Department's best estimates. The following summarizes the major assumptions in the valuation:

- annual salary increase is 2.25%;
- the discount rate used to determine the accrued benefit obligation is 1.99% (2018 - 3.07%);
- retirement age is 60; and
- estimated net excess utilization of rate of sick leave is independent of age.

The sick leave is an unfunded benefit and as such, there are no applicable assets. Benefits are paid out of revenue as they come due. The calculated unfunded liability as at December 31, 2021 is \$489,638 (2020 - \$680,570).

KENNEBECASIS VALLEY FIRE DEPARTMENT INC.

2022May9OpenSessionFINAL_056 NOTES TO FINANCIAL STATEMENTS

DECEMBER 31, 2021

8. ACCRUED LIABILITY FOR RETIREMENT PAY ALLOWANCE

Retiring employees are entitled to four weeks' regular salary for every five years of employment to a maximum of 24 weeks salary based on a minimum of ten years service. This benefit only applies to employees who have reached the age of 55 years. Upon the death of a full-time employee prior to retirement, a prorated benefit equal to four weeks' regular salary for every five years of employment shall be paid to the employee's named beneficiary or estate.

An actuarial valuation was prepared by Morneau Shepell as at December 31, 2019 for the Department's 37 members in accordance with PSA 3250 & 3255. The actuarial method used was the projected unit credit method. The present value of the accrued liability as at December 31, 2019 is estimated to be \$572,853 (2020 - \$505,853).

The following summarizes the major assumptions in the valuation:

- Discount rate used was 2.69%;
- Salary increases 2.5% per annum; and
- retirement age of 60 years old.

The activity for the year is as follows:

	<u>2021</u>	<u>2020</u>
Balance at beginning of year	\$ 505,853	\$ 438,853
Add: Benefit expense	67,000	67,000
Interest earned	<u>3,788</u>	<u>4,678</u>
	576,641	510,531
Less: Retirement benefits paid	<u>-</u>	<u>-</u>
	576,641	510,531
Change in liability based on PSAS requirements	<u>(3,788)</u>	<u>(4,678)</u>
Accrued liability for retirement pay allowance at end of year	<u>\$ 572,853</u>	<u>\$ 505,853</u>

The Department has restricted \$535,083 (2020 - \$486,495) in cash towards the funding of this liability (Note 4).

9. POST EMPLOYMENT BENEFITS PAYABLE

The Department and its employees participate in the New Brunswick Municipal Employees Pension Plan ("NBMEPP"). The NBMEPP is a multiple-employer defined benefit pension plan administered by a board elected by the members under the provisions of the Municipalities Act of New Brunswick. The NBMEPP provides pensions based on length of service and best average earnings.

Actuarial valuations for funding purposes are performed either annually or triennially depending on the financial position of the NBMEPP (currently annually). In turn, the actuarial valuations for accounting purposes are based on these figures (with adjustments). The most recent actuarial valuation was prepared as at December 31, 2019 and resulted in an overall NBMEPP accrued benefit obligation of \$135,126,100 based on the accounting basis.

The actuarial valuation for accounting purposes was based on a number of assumptions about future events, such as inflation rates, interest rates, wage and salary increases and employee turnover and mortality. The assumptions used reflect management's best estimates.

KENNEBECASIS VALLEY FIRE DEPARTMENT INC.

2022May9OpenSessionFINAL_057 NOTES TO FINANCIAL STATEMENTS

DECEMBER 31, 2021

9. POST EMPLOYMENT BENEFITS PAYABLE (cont'd)

The following summarizes the major assumptions in the valuation as at December 31, 2020:

- the expected inflation rate is 2.10% (prior 2.10%);
- the discount rate used to determine the accrued benefit obligation is 5.55% (prior 5.75%);
- the expected rate of return on assets is 5.55% (prior 5.75%);
- retirement age varies by age and employment category; and
- estimated average remaining service life (EARSLS) is 13.0 years (prior 14.0 years).

The actuarial valuation prepared as at December 31, 2019 indicated that the market value of the net assets available for the accumulated plan benefits were less than the present value of these benefits. The pension plan has been granted a solvency deficiency exemption by the Province of New Brunswick.

On a going concern valuation basis, the actuarial valuation indicated a plan deficit of \$641,800, a change of \$6,896,200 from the December 31, 2018 deficit of \$7,538,000. Based on the assumptions as at December 31, 2019, the actuary expected the level of employer and employee contributions to be sufficient to fund the current service cost and going concern special payments, as required by the Pensions Benefits Act.

As at December 31, 2019, the NBMEPP provides benefits for 277 retirees. Total benefit payments to retirees and terminating employees during 2021 are estimated to be approximately \$4,641,200 (actual 2020 - \$5,662,100) in totality for the NBMEPP.

Employees make contributions using rates that vary by earnings level and employment category, with an overall average contribution rate of approximately 8.00%. Each participating body contributes an amount that equals their employees' contribution amounts. Pension Fund Assets are invested in Short Term Securities, Bonds, Canadian Equities and Foreign Equities. Combined employees and municipalities contributions for 2021 are estimated to be approximately \$7,136,800 (actual 2020 - \$6,929,400) in totality for the NBMEPP.

The following summarizes the NBMEPP data as it relates to the Department:

- The average age of the 42 active employees covered by the NBMEPP is 42.7 (2020 - 41.9);
- Benefit payments were \$531,900 in 2020 and were estimated to be \$531,900 in 2021; and
- Combined contributions were \$587,600 in 2020 and were estimated to be \$605,200 in 2021.

In addition to determining the position of the NBMEPP as it relates to the Department as at December 31, 2019 and December 31, 2020, NBMEPP's actuary performed an extrapolation of the December 31, 2020 accounting valuation to determine the estimated position as at December 31, 2021. The extrapolation assumes assumptions used as at December 31, 2021 remain unchanged from December 31, 2020. The extrapolation also assumes assets return of 5.55%, net of all fees and expenses. If experience is different than assumed, amounts will be adjusted to reflect actual experience.

KENNEBECASIS VALLEY FIRE DEPARTMENT INC.

2022May9OpenSessionFINAL_058 NOTES TO FINANCIAL STATEMENTS

DECEMBER 31, 2021

9. POST EMPLOYMENT BENEFITS PAYABLE (cont'd)

Results of the extrapolation are as follows:

	Estimated Jan 1, 2021 to Dec 31, 2021	Jan 1, 2020 to Dec 31, 2020
Accrued Benefit Liability		
Accrued benefit liability at beginning of period	\$ 145,600	\$ 475,900
Adjustment to actual	127,000	(80,100)
Pension expense for the year	189,800	105,300
Employer contributions	<u>(302,600)</u>	<u>(355,500)</u>
Accrued benefit liability at end of period	<u>\$ 159,800</u>	<u>\$ 145,600</u>

In summary, the accrued benefit liability as it related to the Department is estimated to be \$159,800 as at December 31, 2021. This compares to \$475,900 as at January 1, 2019 and \$145,600 as at December 31, 2020. The December 31, 2020 liability was estimated in the prior year. The actual liability was calculated to be \$272,600. The difference of \$127,000 has been recorded in the current year.

The financial position as it relates to the accrued benefit liability is shown as follows and illustrates the unamortized amounts being recognized in pension expense over time:

	Estimated Jan 1, 2021 to Dec 31, 2021	Jan 1, 2020 to Dec 31, 2020
Reconciliation of Funded Status at End of Period		
Accrued benefit obligation	\$ 14,241,100	\$ 13,534,800
Plan assets	<u>14,135,500</u>	<u>13,320,900</u>
Plan deficit	105,600	213,900
Adjustment to 2020 actual	-	(127,000)
Unamortized experience losses	<u>54,200</u>	<u>58,700</u>
Accrued benefit liability at end of period	<u>\$ 159,800</u>	<u>\$ 145,600</u>

The following illustrates the reconciliation of accrued benefit obligation from the beginning of period to the end of period:

	Estimated Jan 1, 2021 to Dec 31, 2021	Jan 1, 2020 to Dec 31, 2020
Reconciliation of Accrued Benefit Obligation		
Accrued benefit obligation at beginning of period	\$ 13,534,800	\$ 12,639,100
Current service cost	488,200	462,700
Benefit payments	(531,900)	(531,900)
Interest for period	750,000	724,800
Experience gain during period	<u>-</u>	<u>240,100</u>
Accrued benefit obligation at end of period	<u>\$ 14,241,100</u>	<u>\$ 13,534,800</u>

KENNEBECASIS VALLEY FIRE DEPARTMENT INC.

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NOTES TO FINANCIAL STATEMENTS

DECEMBER 31, 2021

9. POST EMPLOYMENT BENEFITS PAYABLE (cont'd)

The following illustrates the reconciliation of plan assets from the beginning of period to the end of period:

	Estimated Jan 1, 2021 to Dec 31, 2021	Jan 1, 2020 to Dec 31, 2020
Reconciliation of Plan Assets		
Plan assets at beginning of period	\$ 13,320,900	\$ 12,378,900
Employer contributions	302,600	293,800
Employee contributions	302,600	293,800
Benefit payments	(531,900)	(531,900)
Return on plan assets during period	<u>741,300</u>	<u>886,300</u>
Plan assets at end of period	<u>\$ 14,135,500</u>	<u>\$ 13,320,900</u>

Total expense related to pensions include the following components:

	Estimated Jan 1, 2021 to Dec 31, 2021	Jan 1, 2020 to Dec 31, 2020
Pension Expense		
Employer current service cost	\$ 185,600	\$ 168,900
Interest on accrued benefit obligation	750,000	724,800
Expected return on assets	(741,300)	(713,400)
Experience loss (gain)	<u>(4,500)</u>	<u>(9,700)</u>
Pension expense	<u>\$ 189,800</u>	<u>\$ 170,600</u>

The pension expense is included in the Statement of Operations. The 2020 pension expense was estimated to be \$105,300. The difference between the 2020 estimated and actual expense has been recorded as an expense of the current period.

10. COMMITMENT

Office Equipment Lease

The Department has entered into a lease agreement with Xerox Canada Ltd. to provide use of a photocopier. In 2018, the Department committed to \$478 per quarter payable over 60 months commencing on January 16, 2019. The future minimum annual payments over the next two years are:

2022	\$ 1,912
2023	1,912

KENNEBECASIS VALLEY FIRE DEPARTMENT INC.
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NOTES TO FINANCIAL STATEMENTS

DECEMBER 31, 2021

11. SCHEDULE OF TANGIBLE CAPITAL ASSETS

	<u>Land</u>	<u>Buildings</u>	<u>Vehicles</u>	<u>Equipment</u>	<u>2021 Total</u>	<u>2020 Total</u>
COST						
Balance - beginning of year	\$ 100,049	\$ 2,984,262	\$ 3,473,931	\$ 711,115	\$ 7,269,357	\$ 6,575,843
Add: Net additions during the year	-	198,174	94,017	30,587	322,778	1,128,657
Less: Disposals during the year	-	-	(50,259)	-	(50,259)	(435,143)
Balance - end of year	<u>100,049</u>	<u>3,182,436</u>	<u>3,517,689</u>	<u>741,702</u>	<u>7,541,876</u>	<u>7,269,357</u>
ACCUMULATED AMORTIZATION						
Balance - beginning of year	-	1,474,606	1,534,959	327,210	3,336,775	3,431,809
Add: Amortization during the year	-	98,697	185,896	61,305	345,898	344,395
Less: Accumulated amortization on disposals	-	-	(47,117)	-	(47,117)	(439,429)
Balance - end of year	<u>-</u>	<u>1,573,303</u>	<u>1,673,738</u>	<u>388,515</u>	<u>3,635,556</u>	<u>3,336,775</u>
NET BOOK VALUE OF TANGIBLE CAPITAL ASSETS	<u>\$ 100,049</u>	<u>\$ 1,609,133</u>	<u>\$ 1,843,951</u>	<u>\$ 353,187</u>	<u>\$ 3,906,320</u>	<u>\$ 3,932,582</u>

NOTES TO FINANCIAL STATEMENTS

DECEMBER 31, 2021

12. RECONCILIATION OF ANNUAL SURPLUS (DEFICIT)

	Operating Fund	Capital Fund	Total
2021 annual surplus - PSAS	\$ <u>275,978</u>	\$ <u>(74,797)</u>	\$ <u>201,181</u>
Adjustments to annual surplus for funding requirements			
Second previous year's surplus	145,730	-	145,730
Accumulated amortization on disposal of tangible capital assets	-	(47,117)	(47,117)
Amortization expense	-	345,898	345,898
Provision for vested retirement benefits - pension	14,200	-	14,200
Change in amount recorded under PSAS sick leave accrual	(190,932)	-	(190,932)
Change in retirement allowance liability	<u>(3,787)</u>	<u>-</u>	<u>(3,787)</u>
Total adjustments to 2021 annual surplus (deficit)	<u>(34,789)</u>	<u>298,781</u>	<u>263,992</u>
2021 annual surplus for funding requirements	<u>\$ 241,189</u>	<u>\$ 223,984</u>	<u>\$ 465,173</u>

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NOTES TO FINANCIAL STATEMENTS

DECEMBER 31, 2021

13. OPERATING BUDGET TO PSAS BUDGET

	Operating Budget General	Amortization and Long Term Accruals	Transf
REVENUE			
Contributions by member municipalities - operating	\$ 5,419,084	\$ -	\$ -
Local service districts	-	-	-
Miscellaneous	1,000	-	-
Interest	5,000	-	-
Surplus of second previous year	<u>145,730</u>	<u>-</u>	<u>(145,730)</u>
	<u>5,570,814</u>	<u>-</u>	<u>(145,730)</u>
EXPENDITURE			
Administration	790,951	2,228	-
Firefighting force	4,032,907	(178,960)	-
Telecommunications	207,072	-	-
Insurance	50,000	-	-
Prevention and training	58,500	-	-
Facilities	182,056	98,697	-
Fleet	105,550	185,896	-
Operations	63,500	61,305	-
Water costs	32,478	-	-
Retirement allowance	44,800	(3,788)	-
Other	<u>3,000</u>	<u>-</u>	<u>-</u>
	<u>5,570,814</u>	<u>165,378</u>	<u>-</u>
Deficit	<u>\$ -</u>	<u>\$ (165,378)</u>	<u>\$ (145,730)</u>



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Rothesay@rothesay.ca
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April 14, 2022

NB Department of Transportation & Infrastructure
Kings Place
P.O. Box 6000
Fredericton, NB
E3B 5H1

Attention: Hon. Jill Green, P.Eng.

Dear Minister:

RE: Designated Highways - Rothesay & 'The Road Ahead'

I am writing to you on behalf of Rothesay Council. I expect most New Brunswick municipalities would support us in saying that a public three-year plan for improving the road infrastructure in the province is a major accomplishment. Congratulations! Releasing such a public plan is a significant improvement over the way we have learned about Designated Highway funding in the past. We are sure New Brunswickers will appreciate the transparency. (We do encourage you to include the cost sharing of the municipal projects in future.)

A specific aspect of the plan is less encouraging. Our Council, and indeed the many motorists to travel route 100 daily, are less enthusiastic about the choices for designated road funding in our Town. As we indicated in our five-year plan, the section of this provincial highway between Fox Farm Road and Appleby Drive is our top priority for resurfacing. The pavement condition index rates this segment at **21** on a scale of 100. The average score on Campbell Drive, for which we have been granted funding in 2023, is above **48!**

What is clear is that the Designated Highway program is dramatically underfunded. Bringing provincially designated highways to a satisfactory standard in Rothesay alone would require more than 20% of this year's program funding.

This is a matter which is not going to disappear. As noted in your plan, timely investment now will save incremental costs in future. We cannot patch our way to a satisfactory main road. (Estimated 15,000 vehicles per day). On behalf of Rothesay Council, we invite you to come and visit us to experience first-hand the condition of the provincially designated highways in our town.

I am pleased to extend this invitation and look forward to welcoming you to Rothesay soon.

Yours truly,



Dr. Nancy Grant
Mayor

CC : Hon. Ted Flemming Q.C.
Rothesay Council
Dan Murphy, UMNB
Dave Thompson, P.Eng.



April 21, 2022

Member of Parliament Saint John - Rothesay
1 Market Square, Suite N306
Saint John, NB
E2L 4Z6

Attention: Wayne Long, MP

70 Hampton Road
Rothesay, NB
Canada E2E 5L5
T: 506-848-6600
F: 506-848-6677
Rothesay@rothesay.ca
www.rothesay.ca

Dear Wayne:

RE: Canada Emergency Wage Subsidy (CEWS)
and the Canada Games Aquatics Centre (CGAC)

We are writing to seek your help as our federal government representative.

The Canada Emergency Wage Subsidy was an important factor in helping individuals, businesses and municipalities cope with human resource issues and the financial cost of Covid.

Regrettably, as you may have heard, one of our regional facilities, the Canada Games Aquatics Centre has experienced some challenges with the program. We understand the circumstances to be as follows:

The Aquatic Centre as a registered charity and non-profit organization applied for and received a full seven payments worth over \$300,000 under the CEWS. At that point the Canadian Revenue Agency (CRA) determined the CGAC was a public institution and therefore ineligible for the subsidy.

CRA has now demanded repayment and is charging significant interest on the outstanding amount. (We understand the City of Saint John has paid the outstanding balance to avoid further interest charges.) As one of the municipalities contributing toward the cost of operating this public facility, we have been asked to share this cost.

Firstly, we question whether it is fair to charge interest when reasonable CEWS claims were made in good faith. Secondly, it appears that had claims been made by the City of Saint John as the owner of the facility under the Canada Emergency Response Benefit (CERB), they would at least have been eligible for partial payment.

We accept that the Government found itself in an unprecedented situation in the spring of 2020 and acted expeditiously to place money in the hands of individuals and organizations to meet emergency needs and maintain the economy. We also recognize that there have likely been fraudulent claims under the CEWS necessitating appropriate action by CRA. This is not one of those!

We believe the Board of Directors and the staff of the Aquatic Centre acted in good faith to sustain the facility and ensure its viability when public health guidelines made it possible to operate again.

We ask you, as our federal government representative, to make the most vigorous representations possible to eliminate the interest charges on the CEWS payments and obtain compensatory funding to offset these significant costs to the property taxpayers in this region.

We know we can rely on you to pursue this matter with diligence and passion, and we look forward to your success on our behalf. We thank you for undertaking this important task.

Yours truly,



Dr. Nancy Grant
Mayor

CC : Mayor Reardon, City of Saint John
Mayor Merrifield, Grand Bay- Westfield
Mayor O'Hara, Quispamsis
Rothesay Council
S. Losier, CGAC



**Fundy Regional
Service Commission**
Commission de Services
Régionaux de Fundy

**Regular Monthly Meeting
March 28, 2022**

Minutes of the meeting of the Board of Directors of Fundy Regional Service Commission held on Monday, March 28, 2022, at 10 Crane Mountain Rd., Saint John NB.

1. Call to Order

The Board Chairperson, Brittany Merrifield, called the meeting to order at 11:19 a.m.

2. Record of Attendance

Brittany Merrifield	Chairperson
Jim Bedford	Vice Chairperson
Bette Ann Chatterton	Mayor, St. Martins
John MacKenzie	Deputy Mayor, Saint John
Nancy Grant	Mayor, Rothesay
Libby O'hara	Mayor, Quispamsis
Tina Dealy	Local Service District Representative
Cindy MacCready	Local Service District Representative
John Cairns	Local Service District Representative

Absent

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 March 28, 2022 Agenda as presented with the re-numbering of number nine (9) "adjournment" to number 10 and the addition of number nine (9)a "annual wage increase" and number nine (9)b "Financial Officer – incentive" moved from closed session.

Moved: Director Chatterton
Seconded: Director MacKenzie
Vote: Motion Carried

4. Disclosure of Conflict of Interest

None

5. Approval of the Minutes

Motion: To approve the January 24, 2022 minutes as presented.

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

6. Planning – Building Inspection – January, February, 2022

Nick Cameron, Assistant Development Officer, FRSC, presented the 2022 Reports for Building, Development & Planning for the Village of St. Martins & FRSC Rural areas for January and February, 2022. The year-to-date total estimated cost of construction at the end of January, 2022 was \$9,000 compared to 2021 which was \$22,000. The year-to-date total estimated cost of construction at the end of February, 2022 was \$404,000 compared to 2021 which was 154,500.

Motion: To receive and file as presented.

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

7. CMEI – Community Projects

Executive Director MacLeod provided a brief background stating that Order in Council 2005-112 requires the establishment of an annual fund for on-site amenities, off-site host community or a combination of both options. In consultation with CMEI a scorecard was recorded and the recommendation sheet shows a ranking for disbursement of funds. Consultation with staff occurred on March 3, 2022.

Director MacLeod noted that this is the first year that everyone that applied for money received it, although perhaps not the amount they requested. Additionally, it was explained that the project fund allowance transferred from 2020 and 2021 into 2022 for the Westfield School Project due to COVID delays are not included in this total and they are not part of this motion.

The importance of capital plans for some of the repeat applicants was discussed and was agreed to be considered for evaluation of future applications.

Motion: The Commission authorize the funding for host community projects as presented up to the amount of \$92,511 in 2022.

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

8. Finance

a. Tender # 2022-04 – Cell #9 Clay Placement

Executive Director MacLeod presented the tender results for the placement of clay for the purpose of construction of Cell #9 Containment Cell. Now that the clay has been secured, we need to have someone place the material into the cell. Only one (1) bid was received for this tender.

Motion: To award the contract for the placement of clayey liner material to the bid of \$285,200.00 including HST from Keel Construction.

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

b. Tender # 2022-03 – 50mm stone

Executive Director MacLeod presented the tender results for the supply of aggregate for the purpose of construction of Cell #9 Containment Cell.

Motion: To award the contract for the supply of 50mm stone to the low-price bid of \$634,880 before HST from Debly Enterprises.

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

c. Tender # 2022-03 – 25mm stone

Motion: To award the contract for the supply of 25mm stone to the low-price bid of \$151,200 before HST from Keel Construction.

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

d. Tender # 2022-02 – HDPE Liner

Executive Director MacLeod presented the tender results for the supply and installation of HDPE Liner and Geosynthetics for the purpose of construction of Cell #9 Containment Cell.

Motion: To award the contract for the supply and installation of HDPE Liner and Geosynthetics to the low-price bid of \$972,152.50 including HST from Atlantic Poly Liners.

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

e. Tender # 2022-01 – Loader

Executive Director MacLeod presented the tender results for the supply of a new wheeled loader. It was explained that the cost of the loader is over budget by \$27,647.40. The extra funds would have to be taken from the operating reserve fund or cost savings in 2022 operations.

Motion: To award the contract for the supply of a new wheeled loader to the low-price bid of \$300,658.30 including HST from Paul Equipment.

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

Motion: To approve the withdrawal of \$230,000 from the Solid Waste Capital Reserve Fund and the remaining \$42,647.40 to be funded from the Operating reserve fund or cost savings, for the purchase of a new wheeled loader.

Moved: Director O’Hara
Seconded: Director Grant
Vote: *Motion Carried*

f. Compactor

Executive Director MacLeod explained that in January 2022, the Northwest Regional Service Commission (RSC) placed a Request for Proposal (RFP) for a new Landfill compactor which is used to compress garbage into a containment cell to take up as little space as possible. It was further explained that the FRSC will have the ability to purchase off the same RFP that was submitted to the Northwest RSC. The Northwest RSC will proceed with the purchase of the TANA Compactor based on the grid evaluation which scored each piece of equipment based on several factors such as price, compaction, and fuel economy.

Director MacLeod explained that the TANA E380 has a 10% greater compaction rate compared to the other models and it has 20% greater fuel economy. Additionally, the drum roller will cover more area which means it will run less time. It was also noted that the TANA model is built with a Cummins engine and Parker Hydraulics which are currently standard in other equipment used by the FRSC and will result in effective maintenance once the warranty expires. There may also be the opportunity to achieve two years additional life on the machine for a total of seven operating years.

Motion: To approve the purchase of a new TANA E380 Compactor for the price of \$1,184,888.77 before HST pending approval of borrowing from the Municipal Capital Borrowing Board.

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

9. Human Resources

a. Annual Wage Increase

Motion: That the Commission authorize the Executive Director to adjust staff salaries to reflect an increase of 3% for 2022 for management payroll.

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

b. Financial Officer - incentive

Motion: The commission authorize the additional merit increase of 2.5% to the Junior Financial Officer as per contract.

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

Chairperson Merrifield called for a motion to adjourn.

Motion: To adjourn the meeting at 12:00 p.m.

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

APPROVED (date)

April 25, 2022



Brittany Merrifield, Chairperson



Alicia Raynes, Recording Secretary

A meeting of the Board of Trustees, Kennebecasis Public Library was held on March 16, 2022 at 6:30pm via Zoom.

In Attendance: Mrs. L. Hansen, Chair; Ms. N. Emerson, Secretary; Mrs. Amy Watling, Treasurer; Mr. Don Shea, Mr. Noah Donovan, Mr. Allison Maxwell, Mrs. Susan Webber

Regrets: Mr. Kevin Winchester, Ms. E. Greer, Vice-Chair

Absences:

Call to Order: Mrs. Hansen called the meeting to order at 6:44 pm.

Approval of Agenda

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

Disposition of Minutes

Mr. Donovan moved to approve the minutes of the February regular meeting. Mrs. Watling seconded, and the motion carried.

Communications

Report of the Librarian

Ms. Emerson presented her report to the board, including staff reassignments during the library flood repairs, and the temporary hold on volunteers, on-calls, and the return of student clerks.

Ms. Emerson updated the board about the state and storage of collections while repairs are ongoing.

As the library is currently closed, COVID protocols relating to public access are not applicable. When the library reopens, it will follow the COVID protocols in place at the time.

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

Financial Statement

Mrs. Watling presented the financial report, outlining the expenditures thus far in 2022. Ms. Emerson provided details on how insurance compensation payments are handled in relation to the flood. Discussion ensued.

Facilities Management

Ms. Emerson updated the library board on behalf of the facilities manager, Phil Shedd. Ms. Emerson shared a timeline of events and repairs since the February board meeting. Discussion ensued.

Discussion ensued on board involvement in communications surrounding the flood to improve frequency and clarity of updates to municipalities and the public.

Mr. Donovan moved to accept the committee reports as presented. Mr. Shea seconded, and the motion carried.

New and Unfinished Business

Ms. Emerson provided an update on the state of the building, with particulars about the insulation installation in the area where the flood began. Discussion ensued.

Mrs. Hansen initiated discussion of staffing levels at the library and proposes future action to renegotiate these levels. Discussion ensued.

Mrs. Hansen moved to officially thank Ms. Emerson for her efforts in flood repairs. Mrs. Watling seconded.

Adjournment: As there was no other business, Mrs. Hansen moved that the meeting be adjourned at 7:49 pm.

Next Meeting: The next meeting is scheduled for April 20, 2022 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
FEBRUARY 9, 2022**

Present: Chair Kirk Miller
Vice Chair Stéphane Bolduc
Treasurer Peter Lewis
Commissioner Mike Biggar
Commissioner Dave Brown
Commissioner Norah Soobratee

John Jarvie, Administrator
Acting Chief Dan McCoy
Carlene MacBean, Executive Assistant

1.0 Call to Order

Chair Miller called the meeting to order at 6:30 pm.

2.0 Chair's Remarks

Chair Miller welcomed Acting Chief Dan McCoy to the meeting.

3.0 Approval of Agenda

Moved by M. Biggar 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 December 8, 2021

Moved by P. Lewis and seconded by D. Brown, that the minutes of December 8, 2021 be approved as presented.

CARRIED

6.0 Unfinished Business

None

7.0 Correspondence

7.1 Letter from Quispamsis re: Appointment of Fire Chief or his Designate as the Kennebecasis Valley EMO Director

Moved by P. Lewis and seconded by D. Brown to appoint the Chief or his Designate as the EMO Director for both towns.

CARRIED

7.2 Letter from Quispamsis re: Acceptance of 2022 Operating & Capital Budgets

Moved by M. Biggar and seconded by N. Soobratee to receive and file.

CARRIED

8.0 New Business

8.1 Election of Officers

8.1.1 Chair

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

Moved by S. Bolduc and seconded by P. Lewis, that Commissioner Miller be elected as Chair for the 2022 term.

CARRIED

8.1.2 Vice Chair

Commissioner Bolduc was nominated for the position of Vice Chair and accepted the nomination. No other nominations were made.

Moved by K. Miller and seconded by N. Soobratee, that Commissioner Bolduc be elected as Vice Chair for the 2022 term.

CARRIED

8.1.3 Secretary Treasurer

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

Moved by N. Soobratee and seconded by M. Biggar, that Commissioner Lewis be elected as Secretary Treasurer for the 2022 term.

CARRIED

8.2 2021 Annual Report

Moved by M. Biggar and seconded by P. Lewis, to accept the 2021 Kennebecasis Valley Fire Department Annual Report and to send, electronically, to the Town Clerks of Quispamsis and Rothesay to be distributed to both councils.

CARRIED

8.3 Consumer Fireworks

8.3.1 Email from Cathy Snow (with attachments) – January 4, 2022

8.3.2 Email from Michael Cummings – January 19, 2022

Acting Chief McCoy stated that prior to his departure Chief Ireland had submitted this report and presented to Quispamsis council. Rothesay council has also received the report and will be discussing at their next council meeting.

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

CARRIED

8.4 Station Two – Renovation Update

Acting Fire Chief McCoy reported that the Station 2 renovations were to have a January 2022 start with a completion of December 2022. Over the past number of months, he has been working with the Project Manager, FCC, to finalize the design drawings for the renovations. FCC has developed the specification documents for the overall project as

well as the sub trades specifications. Rothesay and Quispamsis have applied to the Capital Borrowing Board for funding, which approval of the request will not be known until at least March 14, 2022.

With the approval of the Capital Borrowing Board not being received until at least mid-March, it is expected that construction, will commence by mid-April. This will most likely see a completion of the project in March – April 2023. No contracts to sub trades will be awarded by FCC until funding approval has been confirmed.

In order to be ready for a mid-April construction start, FCC will be sending out sub trade tenders for pricing the 2nd week of March, closing and returned at the end of March. FCC will review the tenders to ensure they are accurate to the project, nothing is missing. FCC will create a bid comparison spread sheet and review the bids with Architect Malcolm Boyd and Fire Department personnel to ensure bids are within the overall project budget as estimated by FCC. Selection of sub trades will be made, and contracts issued for mid-April start.

FCC has indicated that there may be some delays in this project that are beyond their control due to labour shortage and material availability. FCC and other companies have experienced difficulty sourcing trade workers such as carpenters, welders, etc. Where the start of the project is mid-April and with the amount of other large projects in the greater Saint John area possibly starting around the same time, or having contracts awarded early in the first quarter, there could be a shortage of workers. As well they have experienced delays in getting materials for various trades. If either of these issues arise with this project the completion date could be extended.

FCC, on the department's behalf, is completing an application for NB Power's Energy Efficiency Business Rebate Program. With all of the energy efficient equipment being installed we qualified to receive a rebate on the costs of the equipment. It is unknown at this time what the amount would be.

In 2021, the Department spent \$191,625.60 on architectural fees and hiring a construction manager for the project. As previously approved by the Board the 2022 budget for the physical work is as per the chart below. If after tendering of the sub trades the construction cost be higher than estimated, any changes to the project will be submitted to the Board for approval. This would likely be done in early April.

Project estimate	
Construction/renovation cost	\$ 2,251,484
Contingencies (design and construction)	\$ 225,148
Architectural fees	\$ 50,000
3rd party testing/inspection	\$ 15,000
General conditions	\$ 191,376
OH & Profit	\$ 106,720
Sub-total	\$ 2,839,728
Non-recoverable HST	\$ 121,711
Fixtures, furniture and equipment	\$ 60,000
TOTAL CAPITAL BUDGET	\$3,021,439

The construction/renovation estimate of \$2,251,484 can be further broken down as follows:

Labour	\$ 63,392
Material	\$ 232,579
Subcontract	\$1,844,091
Equipment	\$ 43,717
Other	\$ 67,705

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

CARRIED

9.0 Financial

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

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

CARRIED

9.2 Budget Variance Analysis

Moved by M. Biggar and seconded by N. Soobratee to receive and file.

CARRIED

10.0 Business Arising from Committee of the Whole

None

11.0 Reports

11.1 Chief's Report

Moved by P. Lewis and seconded by M. Biggar to receive and file.

CARRIED

11.2 Response Summary

Moved by P. Lewis and seconded by S. Bolduc to receive and file.

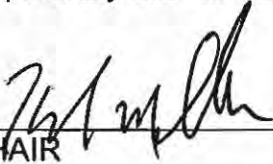
CARRIED

12.0 Adjournment

Moved by N. Soobratee that the meeting be adjourned at 6:43 pm.

Date of next meeting – April 13, 2022

Respectfully submitted,



CHAIR



SECRETARY / TREASURER

Statement of Expense with Budget Variance 2022May9OpenSessionFINAL_080
 For the 12 months ending December 31, 2021

	BUDGET	ACTUAL	VARIANCES	BUDGET	
	YEAR TO DATE	YEAR to DATE	YEAR TO DATE	2021	
			(Under Budget)		
Line REVENUE:					
1	Members Contributions	\$5,419,084	\$5,419,084	(\$0)	\$5,419,084
2	Rebate of Property Tax (Miscellaneous Reve	\$53,244	\$57,138	\$3,894	\$53,244
3	Local Service Districts	\$0	\$0	\$0	\$0
4	Revenue Fee Structure	\$0	\$241	\$241	\$0
5	Misc. Revenue	\$1,000	\$20,321	\$19,321	\$1,000
6	Interest Income C/A	\$5,000	\$5,989	\$989	\$5,000
7	Deficit 2nd previous year	\$145,730	\$145,730	\$0	\$145,730
8		<u>\$5,624,058</u>	<u>\$5,648,503</u>	\$24,445	<u>\$5,624,058</u>
EXPENSES:					
ADMINISTRATION:					
9	Admin. Wages and Benefits	\$656,100	\$640,833	(\$15,267)	\$656,100
10	Convention/dues/training	\$18,000	\$3,188	(\$14,812)	\$18,000
11	Administrative Agreement	\$12,000	\$12,000	\$0	\$12,000
12	Professional Services	\$50,500	\$36,901	(\$13,599)	\$50,500
13	Office supplies/Copy Machine/ S/C	\$7,450	\$7,314	(\$136)	\$7,450
14	Computer hardware/software/IT	\$32,900	\$28,071	(\$4,829)	\$32,900
15	Telephone/ Internet	\$14,000	\$13,999	(\$1)	\$14,000
16		<u>\$790,950</u>	<u>\$742,306</u>	(\$48,644)	<u>\$790,951</u>
FIREFIGHTING FORCE:					
17	Salaries Basic	\$2,787,200	\$2,667,829	(\$119,371)	\$2,787,200
18	Overtime	\$70,000	\$55,412	(\$14,588)	\$70,000
19	Vacation Pay on Retirement	\$10,607	\$0	(\$10,607)	\$10,607
20	Force Benefits	\$654,300	\$624,466	(\$29,834)	\$654,300
21	Career Uniforms and maintenance	\$28,000	\$24,345	(\$3,655)	\$28,000
22	Medical and Fitness Testing	\$20,000	\$17,077	(\$2,923)	\$20,000
23	Employee Wellness	\$8,000	\$9,740	\$1,740	\$8,000
24	Career Recognition	\$3,000	\$2,754	(\$246)	\$3,000
25	Holiday Relief Wages and overtime	\$339,100	\$395,420	\$56,320	\$339,100
26	Holiday Relief Benefits	\$112,700	\$112,468	(\$232)	\$112,700
27		<u>\$4,032,907</u>	<u>\$3,909,510</u>	(\$123,397)	<u>\$4,032,907</u>
TELECOMMUNICATIONS:					
28	Cellular Telephones	\$5,000	\$3,888	(\$1,112)	\$5,000
29	Communication Equipment	\$1,000	\$0	(\$1,000)	\$1,000
30	Maintenance / Repairs	\$700	\$36	(\$664)	\$700
31	Dispatch Service	\$200,372	\$200,371	(\$1)	\$200,372
32		<u>\$207,072</u>	<u>\$204,295</u>	(\$2,777)	<u>\$207,072</u>
INSURANCE:					
33	Insurance	\$50,000	\$52,362	\$2,362	\$50,000
34		<u>\$50,000</u>	<u>\$52,362</u>	\$2,362	<u>\$50,000</u>

PREVENTION AND TRAINING:

35	Firefighter / Co. Officer Training	\$48,000	\$33,063	(\$14,937)	\$48,000
36	Fire Prevention	\$6,000	\$5,091	(\$909)	\$6,000
37	Public Education	\$2,500	\$765	(\$1,735)	\$2,500
38	Training Supplies	\$2,000	\$1,791	(\$209)	\$2,000
39		<u>\$58,500</u>	<u>\$40,710</u>	<u>(\$17,790)</u>	<u>\$58,500</u>

FACILITIES:

40	Station 1 Operating	\$178,600	\$177,812	(\$789)	\$178,600
41	Station 2 Operating	\$44,700	\$40,662	(\$4,038)	\$44,700
42	Station Supplies	\$12,000	\$12,796	\$796	\$12,000
43		<u>\$235,300</u>	<u>\$231,270</u>	<u>(\$4,030)</u>	<u>\$235,300</u>

FLEET:

44	Fuel Vehicle	\$20,000	\$21,051	\$1,051	\$20,000
45	Registration Vehicle	\$550	\$323	(\$227)	\$550
46	Vehicle Maint. & Repairs	\$85,000	\$59,788	(\$25,212)	\$85,000
47		<u>\$105,550</u>	<u>\$81,162</u>	<u>(\$24,388)</u>	<u>\$105,550</u>

OPERATIONS:

48	New Equipment	\$22,000	\$23,407	\$1,407	\$22,000
49	Maint. & Repairs Equip.	\$25,000	\$17,436	(\$7,564)	\$25,000
50	Maint. & Repairs Bunker Gear	\$4,000	\$4,755	\$755	\$4,000
51	Medical Supplies	\$8,000	\$7,486	(\$514)	\$8,000
52	Fire Fighting Supplies	\$3,500	\$4,964	\$1,464	\$3,500
53	H&S/Cause determination	\$1,000	\$797	(\$203)	\$1,000
54		<u>\$63,500</u>	<u>\$58,845</u>	<u>(\$4,655)</u>	<u>\$63,500</u>

WATER COSTS:

55	Water Costs - Quispamsis	\$5,241	\$5,244	\$4	\$5,241
56	Water Costs - Rothesay	\$27,237	\$27,237	\$0	\$27,237
57		<u>\$32,478</u>	<u>\$32,482</u>	<u>\$4</u>	<u>\$32,478</u>

OTHER:

58	Miscellaneous	\$3,000	\$18,396	\$15,396	\$3,000
59	Retirement Allowance	\$44,800	\$44,800	(\$0)	\$44,800
60	Deficit 2nd Previous Year	\$0			
61		<u>\$47,800</u>	<u>\$63,196</u>	<u>\$15,396</u>	<u>\$47,800</u>
62		<u>\$5,624,057</u>	<u>\$5,416,137</u>	<u>(\$207,920)</u>	<u>\$5,624,058</u>
63	(DEFICIT) SURPLUS FOR THE PERIOD		<u>\$232,366</u>	<u>\$232,365</u>	<u>\$0</u>

Kennebecasis Valley Fire Department Inc.

Budget Variances Analysis greater than \$5,000

For the 12 months ending December 31, 2021

Line #	Description	Budget YTD	Actual YTD	Variance	Details
					(Under Budget)
17	Salaries Basic	\$2,787,200	\$2,667,829	(\$119,371)	5 members on WSNB and budgeted for increase not yet negotiated
18	Overtime	\$70,000	\$55,412	(\$14,588)	As required
9	Admin. Wages and Benefits	\$656,100	\$640,833	(\$15,267)	Finance billing lower than budgeted/Benefit cost lower than budgeted
10	Conventions/Dues/Training	\$18,000	\$3,188	(\$14,812)	Reduced 3d party training and travel due to COVID
12	Professional Services	\$50,500	\$36,901	(\$13,599)	As required
19	Vacation Pay on Retirement	\$10,607	\$0	(\$10,607)	As required
20	Force Benefits	\$654,300	\$624,466	(\$29,834)	Budgeted 2% premium increase but premiums actually dropped
24	Holiday Relief Wages & Overtime	\$339,100	\$395,420	\$56,320	As required
34	Firefighter/Co. Officer Training	\$48,000	\$33,063	(\$14,937)	Little 3rd party training to date + Air Canada refunds from 2020 cancellations + Vertical Transport accrual from 2020
45	Vehicle Maint. & Repairs	\$85,000	\$59,788	(\$25,212)	As required (newer vehicles reduced ongoing maintenance costs)
56	Miscellaneous	\$3,000	\$18,396	\$15,396	Board approved radio purchase offset by Used Vehicle sale Misc. Rev.
48	Maint. & Repairs Equip.	\$25,000	\$17,436	(\$7,564)	As required + new equipment purchases
	Material Variances	\$4,746,807	\$4,552,732	(\$186,511)	

Kennebecasis Valley Fire Department Inc.

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

For the 12 months ending December 31, 2021

Non-Recurring Monthly Invoices	Amount	Description
11-17-21 Safety Source/MicMac	\$6,388.25	Blowhard Fan
11-19-21 Sancton Access	\$6,722.61	Scaffolding for training
12-01-21 Harvard Business School	\$7,204.75	Leadership course for Division Chief
12-21-21 McLean Micro	\$5,283.10	Computer/Monitor/Software



Kennebecasis Valley Fire Department

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

February 9, 2022

Annual Christmas Program

Once again, members of our department volunteered their time and talents to support local families by coordinating donations and collecting and distributing toys and meals to needy families in our community. This is the 38th consecutive year that the members of the fire department have played a significant role in the Greater Saint John Christmas Exchange. We wish to extend a big thank you for all the local donations of food, toys and money to help families in need this Christmas.

Joint Training Exercise

The KVFD along with the Saint John Fire Department and Fredericton Fire Department underwent off road rescue instructor training last week in Rockwood Park. This unique training will prepare firefighters for trail or wooded area incidents and rescues. Two KVFD firefighters attended this training and are now qualified to facilitate this training for our other members.

2022May9OpenSessionFINAL_084

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	Oct 2021	Historical Average	Nov 2021	Historical Average	Dec 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	3	4	3	3	4	3	36	38	
Rubbish/grass fire - no dollar loss	0	2	0	1	2	2	5	7	9	13	5	7	1	9	1	8	2	6	1	4	2	3	0	2	28	63	
Chimney Fire	1	2	0	1	0	2	0	1	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	1	2	7	
Total Fire	5	7	1	6	6	6	5	11	14	16	11	10	3	13	4	11	3	8	4	8	6	6	4	6	66	107	
Rescue - Miscellaneous	0	1	1	1	0	0	0	0	2	1	0	1	1	1	1	1	0	1	0	1	1	0	1	0	7	8	
Vehicle Accident	3	10	6	8	6	7	10	6	8	8	8	8	6	9	5	9	12	9	8	9	8	9	8	12	88	103	
Total Rescue	3	11	7	9	6	8	10	6	10	9	8	9	7	10	6	10	12	9	8	10	9	9	9	9	95	110	
Public Hazard - gasoline or fuel spill	0	1	0	0	0	0	0	1	1	1	1	1	1	1	1	1	0	0	1	1	5	0	2	1	12	6	
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	3	1	7	1	6	10	41	
Public Hazard - miscellaneous	0	2	0	1	0	1	1	1	0	2	0	1	0	2	1	1	2	1	4	1	2	1	1	3	11	17	
Total Public hazard	1	7	1	4	0	2	1	4	1	4	2	3	2	8	2	4	2	4	9	4	8	8	4	9	33	63	
Gas Leak - propane	1	1	2	1	2	0	1	0	0	1	0	0	0	0	1	0	1	0	2	1	1	1	0	1	11	6	
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	2	1	1	2	1	4	31	14	
Total Gas leak	8	3	8	2	11	1	4	2	0	1	1	1	0	1	1	1	2	1	4	2	2	3	1	4	42	20	
Public Service - first aid	39	49	31	51	36	56	47	50	45	48	38	49	44	51	44	47	44	43	51	51	29	46	45	54	493	598	
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	2	1	1	1	0	1	4	10	
Public Service - mutual aid	0	1	2	1	1	1	3	1	0	1	0	1	0	1	2	1	1	1	1	1	2	2	2	1	14	11	
Public Service - citizens trapped in elevator					1	0		1	0	0	0	0	0	0	0	0	0	0	1	0	1	1	1	1	4	2	
Public Service - animal rescue	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	1	0	0	0	3	
Public Service - flooding	1	5	0	1	0	2	0	0	1	1	0	0	0	2	0	1	1	2	0	1	0	0	0	1	3	14	
Public Service- miscellaneous	1	3	0	1	1	1	1	1	0	2	2	2	4		1	0	2	2	2	2	5	1	2	1	19	13	
Total Public services	41	59	33	54	40	61	51	51	47	51	40	52	48	55	47	51	46	49	57	56	37	50	50	57	537	644	
Alarm No Fire - accidental miscellaneous	4	4	1	3	1	4	5	2	0	4	3	3	4	2	4	4	9	4	8	4	4	3	4	3	47	38	
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	3	1	1	1	0	1	6	12	
Alarm No Fire - sprinkler surge or discharge	0	1	0	0	0	0	1	0	0	0	0	0	0	1	0	0	0	0	0	1	0	1	1	0	3	4	
Alarm No Fire - detector activated	4	4	1	4	1	5	0	2	3	4	8	5	4	7	15	7	2	8	3	7	2	4	2	5	45	58	
Alarm No Fire - unknown odours	1	0	1	1	1	1	1	1	0	1	0	0	0	0	0	0	1	1	0	1	0	0	1	1	6	6	
Alarm No Fire - miscellaneous	0	2	0	1	0	2	1	2	0	2	1	2	1	3	0	3	0	2	2	2	2	1	2	0	2	6	23
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	16	16	8	11	8	13	113	140	
False Alarm (Mischief) - miscellaneous	1	0	1	0	0	0	0	0	1	0	0	0	1	1	0	1	0	1	0	1	1	0	0	0	5	5	
Total False alarm - Mischief	1	0	1	0	0	0	0	1	0	0	0	1	1	0	1	0	1	0	1	1	0	0	0	0	5	5	
Total Response Types Kennebecasis Valley Fire	68	98	54	85	67	91	80	85	76	93	74	86	71	102	79	93	77	88	98	97	71	88	76	101	891	1096	

Town of Rothesay

General Fund Financial Statements

2022-03-31

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 2022-03-31

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	5,718,000

Total Liabilities \$ 5,208,000

Investment in General Fund Fixed Assets 46,118,366

\$ 51,326,366

Town of Rothesay

Balance Sheet - General Fund Reserves

2022-03-31

ASSETS

BNS Gas Tax Interest Account	4,322,627
BNS General Operating Reserve #214-15	906,054
BNS General Capital Reserves #2261-14	1,379,780
	<u>\$ 6,608,461</u>

LIABILITIES AND EQUITY

Def. Rev - Gas Tax Fund - General	3,890,604
Invest. in General Capital Reserve	1,210,377
General Gas Tax Funding	432,023
Invest. in General Operating Reserve	906,054
Invest. in Land for Public Purposes Reserve	150,307
Invest. in Town Hall Reserve	19,096
	<u>\$ 6,608,461</u>

Town of Rothesay
Balance Sheet - General Operating Fund
2022-03-31

CURRENT ASSETS

Cash	2,292,120
Receivables	60,503
HST Receivable	192,268
Inventory	31,163
Gen Operating due to/from Util Operating	893,019
Total Current Assets	<u>3,469,073</u>
Other Assets:	
Projects	<u>157,971</u>
	<u>157,971</u>
 TOTAL ASSETS	 <u><u>3,627,043</u></u>

CURRENT LIABILITIES AND EQUITY

Accounts Payable	893,857
Other Payables	640,507
Gen Operating due to/from Gen Reserves	25
Gen Operating due to/from Gen Capital	510,000
Accrued Pension Obligation	(5,513)
Accrued Retirement Allowance	446,306
Def. Rev-Quispamsis/Library Share	78,686
TOTAL LIABILITIES	<u>2,563,868</u>

EQUITY

Retained Earnings - General	303,983
Surplus/(Deficit) for the Period	759,193
	<u>1,063,176</u>
	<u><u>3,627,043</u></u>

2022May9OpenSessionFINAL_089

Town of Rothesay

Statement of Revenue & Expenditure
3 Months Ended 2022-03-31

	CURRENT MONTH	BUDGET FOR MONTH	CURRENT Y-T-D	BUDGET Y-T-D	VARIANCE Better(Worse)	NOTE #	ANNUAL BUDGET
REVENUE							
Warrant of Assessment	1,515,126	1,515,126	4,545,379	4,545,377	1		18,181,510
Sale of Services	54,834	47,108	120,450	141,824	(21,374)		447,600
Services to Province of New Brunswick	8,481	5,000	18,481	15,000	3,481		60,000
Other Revenue from Own Sources	10,294	11,228	16,118	24,267	(8,148)		94,943
Unconditional Grant	10,914	10,914	32,743	32,743	(0)		130,973
Conditional Transfers	0	0	0	0	0		40,000
Other Transfers	262,500	262,500	315,174	315,174	0		1,102,674
	<u>\$1,862,148</u>	<u>\$1,851,876</u>	<u>\$5,048,345</u>	<u>\$5,074,386</u>	<u>-\$26,041</u>		<u>\$20,057,700</u>
EXPENSES							
General Government Services	171,859	165,318	740,012	741,787	1,775		2,543,618
Protective Services	760,644	763,773	1,625,416	1,634,119	8,704		5,765,750
Transportation Services	367,010	360,928	1,129,021	1,083,382	(45,639)		3,759,550
Environmental Health Services	66,427	68,083	198,536	204,250	5,714		862,000
Environmental Development	23,927	36,675	163,954	189,226	25,272		682,700
Recreation & Cultural Services	131,081	138,641	431,961	471,697	39,736		2,297,632
Fiscal Services	100	333	252	5,000	4,748		4,146,450
	<u>\$1,521,048</u>	<u>\$1,533,752</u>	<u>\$4,289,152</u>	<u>\$4,329,462</u>	<u>\$40,310</u>		<u>\$20,057,700</u>
Surplus (Deficit) for the Year	<u>\$341,101</u>	<u>\$318,123</u>	<u>\$759,193</u>	<u>\$744,924</u>	<u>\$14,269</u>		<u>\$ (0)</u>

Town of Rothesay

Statement of Revenue & Expenditure
3 Months Ended 2022-03-31

G6

	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	2,880	1,667	3,760	5,000	(1,240)	1	20,000
Town Hall Rent	6,616	6,083	20,348	18,250	2,098		73,000
Community Garden	40	0	40	0	40		1,000
Fox Farm Rental	2,520	1,667	2,520	5,000	(2,480)	2	20,000
Arena Revenue	38,756	34,983	88,589	105,450	(16,861)	3	224,900
Recreation Programs	4,022	2,708	5,192	8,124	(2,932)	4	108,700
	<u>54,834</u>	<u>47,108</u>	<u>120,450</u>	<u>141,824</u>	<u>(21,374)</u>		<u>447,600</u>
Other Revenue from Own Sources							
Licenses & Permits	4,364	4,583	8,353	13,750	(5,397)		55,000
Recycling Dollies & Lids	89	67	151	200	(49)		800
Interest & Sundry	1,058	1,000	2,741	3,000	(259)		12,000
Miscellaneous	75	870	165	2,609	(2,444)		10,435
Fire Dept. Administration	0	0	0	0	0		12,000
Local Improvement Levy Mulberry Lane	4,708	4,708	4,708	4,708	0		4,708
	<u>10,294</u>	<u>11,228</u>	<u>16,118</u>	<u>24,267</u>	<u>(8,148)</u>	5	<u>94,943</u>
Conditional Transfers							
Canada Day Grant	0	0	0	0	0		1,500
Grant - Other	0	0	0	0	0		38,500
	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>		<u>40,000</u>
Other Transfers							
Surplus of 2nd Previous Year	0	0	52,674	52,674	0		52,674
Utility Fund Transfer	262,500	262,500	262,500	262,500	0		1,050,000
	<u>262,500</u>	<u>262,500</u>	<u>315,174</u>	<u>315,174</u>	<u>0</u>		<u>1,102,674</u>

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EXPENSES

General Government Services

Legislative							
Mayor	3,770	3,917	10,087	11,750	1,663		47,000
Councillors	11,045	11,258	32,687	33,775	1,088		135,100
Regional Service Commission 9	0	1,500	1,310	1,500	190		6,000
Other	350	208	825	625	(200)		12,500
	<u>15,165</u>	<u>16,883</u>	<u>44,909</u>	<u>47,650</u>	<u>2,741</u>		<u>200,600</u>

Administrative							
Administration - Wages & Benefits	82,154	83,254	249,329	250,963	1,634		1,173,818
Office Building	12,058	12,575	27,781	33,325	5,544	6	179,250
Supplies	31,091	25,000	73,750	69,000	(4,750)	7	144,000
Solicitor	219	4,167	5,205	12,500	7,295	8	50,000
Professional Fees	16,295	9,917	16,295	11,750	(4,545)	9	35,000
Covid-19 Expenses	1,129	2,083	6,697	6,250	(447)		25,000
Other	9,943	8,637	46,675	41,912	(4,763)	10	116,110
	<u>152,887</u>	<u>145,633</u>	<u>425,732</u>	<u>425,700</u>	<u>(32)</u>		<u>1,723,178</u>

Other General Government Services							
Website/Other	219	170	1,149	1,231	82		2,763
Community Communications (Team)	173	215	251	872	622		7,237
Civic Relations	0	83	0	250	250		1,000
Insurance	0	0	254,475	256,784	2,309		256,784
Donations	2,000	2,000	8,300	8,300	0		36,500
Cost of Assessment	0	0	0	0	0		293,934
Property Taxes - L.P.P.	0	0	0	0	0		17,622
Fox Farm Rental Expenses	1,414	333	5,196	1,000	(4,196)		4,000
	<u>3,806</u>	<u>2,802</u>	<u>269,371</u>	<u>268,437</u>	<u>(934)</u>		<u>619,840</u>

Total General Government Services	<u>171,859</u>	<u>165,318</u>	<u>740,012</u>	<u>741,787</u>	<u>1,775</u>		<u>2,543,618</u>
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Protective Services

Police							
Police Protection	252,932	252,932	758,797	758,797	0		3,035,186
Crime Stoppers	0	0	2,800	2,800	0		2,800
	<u>252,932</u>	<u>252,932</u>	<u>761,597</u>	<u>761,597</u>	<u>0</u>		<u>3,037,986</u>

Fire							
Fire Protection	177,758	177,758	533,273	533,273	0		2,360,764
Water Costs Fire Protection	330,000	330,000	330,000	330,000	0		330,000
	<u>507,758</u>	<u>507,758</u>	<u>863,273</u>	<u>863,273</u>	<u>0</u>		<u>2,690,764</u>

Emergency Measures							
EMO Director/Committee	(46)	1,667	116	5,000	4,884		20,000
	<u>(46)</u>	<u>1,667</u>	<u>116</u>	<u>5,000</u>	<u>4,884</u>		<u>20,000</u>

Other							
Animal & Pest Control	0	417	430	1,250	820		5,000
Other	0	1,000	0	3,000	3,000		12,000
	<u>0</u>	<u>1,417</u>	<u>430</u>	<u>4,250</u>	<u>3,820</u>		<u>17,000</u>

Total Protective Services	<u>760,644</u>	<u>763,773</u>	<u>1,625,416</u>	<u>1,634,119</u>	<u>8,704</u>	11	<u>5,765,750</u>
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Transportation Services

Common Services

Administration (Wages & Benefits)	125,653	145,068	431,390	439,203	7,813	12	1,872,999
Workshops, Yards & Equipment	65,485	63,430	195,482	166,624	(28,857)	13	679,413
Engineering	0	417	2,529	1,250	(1,279)		5,000
	<u>191,139</u>	<u>208,915</u>	<u>629,401</u>	<u>607,077</u>	<u>(22,324)</u>		<u>2,557,412</u>

Roads & Streets	451	4,583	2,864	6,483	3,619		55,000
Crosswalks & Sidewalks	659	1,112	1,116	3,337	2,221		20,200
Culverts & Drainage Ditches	432	0	432	1,000	568		60,000
Street Cleaning & Flushing	8,448	8,000	8,448	8,000	(448)		45,000
Snow & Ice Removal	131,732	100,833	421,236	382,500	(38,736)	13	667,000
Flood Costs	0	0	0	0	0		15,000
	<u>141,722</u>	<u>114,529</u>	<u>434,096</u>	<u>401,321</u>	<u>(32,775)</u>		<u>862,200</u>

Street Lighting	12,371	12,083	37,038	36,250	(788)		145,000
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Traffic Services

Street Signs	42	1,042	2,027	3,125	1,098		12,500
Traffic Lanemarking	0	0	0	0	0		40,000
Traffic Signals	1,435	3,333	3,077	10,000	6,923		40,000
Railway Crossing	1,421	2,083	4,210	6,250	2,040		25,000
	<u>2,897</u>	<u>6,458</u>	<u>9,313</u>	<u>19,375</u>	<u>10,062</u>	14	<u>117,500</u>

Public Transit

Public Transit - Comex Service	18,735	18,735	18,735	18,735	(1)		74,938
Public Transit - Other	146	208	438	625	187		2,500
	<u>18,881</u>	<u>18,943</u>	<u>19,173</u>	<u>19,359</u>	<u>186</u>		<u>77,438</u>

Total Transportation Services	<u>367,010</u>	<u>360,928</u>	<u>1,129,021</u>	<u>1,083,382</u>	<u>(45,639)</u>		<u>3,759,550</u>
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Environmental Health Services

Solid Waste Disposal Land Fill garbage	16,511	17,500	50,546	52,500	1,954		210,000
Solid Waste Disposal Landfill Compost	2,337	3,000	5,286	9,000	3,714		36,000
Solid Waste Collection Fero	47,578	47,583	142,704	142,750	46		571,000
Clean Up Campaign	0	0	0	0	0		45,000
	<u>66,427</u>	<u>68,083</u>	<u>198,536</u>	<u>204,250</u>	<u>5,714</u>		<u>862,000</u>

Environmental Development Services

Planning & Zoning

Administration	23,927	34,384	115,954	131,151	15,197	16	460,000
Planning Projects	0	2,083	0	6,250	6,250		25,000
Heritage Committee	0	208	0	625	625		2,500
	<u>23,927</u>	<u>36,675</u>	<u>115,954</u>	<u>138,026</u>	<u>22,072</u>		<u>487,500</u>

Envision Saint John	0	0	48,000	48,000	0		192,000
Tourism	0	0	0	3,200	3,200		3,200
	<u>0</u>	<u>0</u>	<u>48,000</u>	<u>51,200</u>	<u>3,200</u>		<u>195,200</u>
	<u>23,927</u>	<u>36,675</u>	<u>163,954</u>	<u>189,226</u>	<u>25,272</u>		<u>682,700</u>

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Recreation & Cultural Services

Administration	27,658	27,417	84,267	82,250	(2,017)		385,025
Beaches	0	0	0	0	0		51,000
Rothesay Arena	33,457	39,736	79,454	103,863	24,409	17	383,000
Memorial Centre	2,940	6,083	5,375	16,750	11,375	18	72,988
Summer Programs	63	0	63	0	(63)		61,800
Parks & Gardens	43,887	37,304	114,546	103,390	(11,156)	19	638,500
Rothesay Common Rink	10,031	9,358	25,780	30,024	4,244		54,800
Playgrounds and Fields	5,325	7,916	9,031	13,916	4,885		134,000
The Hive expenses	711	2,475	1,054	7,425	6,371		29,700
Regional Facilities Commission	0	0	89,025	89,026	0		356,102
Kennebecasis Public Library	6,935	6,935	20,804	20,804	0		83,217
Special Events	74	1,417	2,562	4,250	1,688		40,000
PRO Kids	0	0	0	0	0		7,500
	<u>131,081</u>	<u>138,641</u>	<u>431,961</u>	<u>471,697</u>	<u>39,736</u>		<u>2,297,632</u>

Fiscal Services

Debt Charges							
Interest	100	333	252	5,000	4,748		187,450
Debenture Payments	0	0	0	0	0		784,000
	<u>100</u>	<u>333</u>	<u>252</u>	<u>5,000</u>	<u>4,748</u>		<u>971,450</u>
Transfers To:							
Capital Fund for Capital Expenditures	0	0	0	0	0		3,000,000
Reserve Funds	0	0	0	0	0		175,000
	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>		<u>3,175,000</u>
	<u>100</u>	<u>333</u>	<u>252</u>	<u>5,000</u>	<u>4,748</u>		<u>4,146,450</u>

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Town of Rothesay

Variance Report - General Fund

3 month ending March 31, 2022

Note #	Revenue	Actual	Budget	Better/(Worse)	Description of Variance
1	Bill Mcguire revenue	3,760	5,000	-1,240	Cancellation and closures due to covid
2	Fox Farm rental	2,520	5,000	-2,480	Not rented in Jan & Feb
3	Arena Revenue	88,589	105,450	-16,861	Cancellation and closures due to covid
4	Recreation Programs	5,192	8,124	(2,932)	Lower than anticipated revenue for the Hive
5	Other Revenue from Own Sources	16,118	24,267	-8,148	Bldg permits & Misc, timing
				Total \$	(31,661)
				Variance per Statement \$	(26,041)
				Explained	121.58%
Expenditures					
General Government					
6	Office Building	27,781	33,325	5,544	Mtce & hydro lower than budgeted
7	Supplies	73,750	69,000	-4,750	IT expenses higher than budgeted, timing
8	Solicitor	5,205	12,500	7,295	Timing
9	Professional fees	16,295	11,750	-4,545	Expense related to 2020
10	Other	46,675	41,912	(4,763)	Timing on dues/subscriptions
Protective Services					
11		1,625,416	1,634,119	8,704	EMO director and miscellaneous, timing
Transportation					
12	Administration (Wages/Benefits)	431,390	439,203	7,813	2 staff short, hired professionals
13	Workshops/Yards & Equipment	195,482	166,624	-28,857	\$23K higher fuel costs and vehicle repairs
14	Snow & Ice Removal	421,236	382,500	-38,736	Salt
15	Traffic Services	9,313	19,375	10,062	Timing
Environmental Health					
				\$	-
Environmental Development					
16	Administration	115,954	131,151	15,197	Planning & Bylaw enforcement and Tourism \$ not spent
Recreation & Cultural Services					
17	Arena	79,454	103,863	24,409	lower mtce and zamboni expenses
18	Memorial Centre	5,375	16,750	11,375	lower mtce than budgeted
19	Parks & Gardens	114,546	103,390	-11,156	Wages allocation between periods
Fiscal Services					
				\$	-
				Total \$	(2,409)
				Variance per Statement \$	40,310
				Explained	-6%

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Town of Rothesay

Capital Projects 2022
General Fund
3 Months Ended 2022-03-31

	ANNUAL BUDGET	CURRENT Y-T-D	Remaining Budget	COUNCIL APPROVED
General Government				
12010560	100,000	10,199	89,801	
12010760	110,000	10,422	99,578	
Total General Government	210,000	0	20,621	189,379
Protective Services				
12011560	1,250,000	1,500	1,248,500	
Total Protective Services	1,250,000	0	1,500	1,248,500
Transportation				
12028060	2,110,000	0	2,010,000	157,971
12028160	500,000	0	600,000	
12028260	85,000	0	85,000	
12028360	420,000	0	420,000	
12028460	615,000	0	615,000	338,928
Unassigned:				
Total Transportation	3,730,000	0	0	3,730,000
Recreation				
12027160	0	18,796	-18,796	
12028560	235,000	6,257	228,743	83,581
12028660	50,000	0	50,000	
12028760	2,000,000	0	2,000,000	
Total Recreation	2,285,000	0	25,053	2,259,947
Carryovers				
12027760	0	10,057	-10,057	
12027860	0	12,100	-12,100	
12021860	0	14,684	-14,684	
12027660	0	24,258	-24,258	
12027960	0	45,886	-45,886	
12027560	0	3,812	-3,812	
	0	0	110,796	-110,796
Total	\$ 7,475,000	\$ -	\$ 157,971	\$ 7,317,029
				\$ 580,480

	Budget
Sweeper	340,000
2 - 1Tons	167,000
2 - 1/2Tons	104,000
Chipper	104,000
	715,000

2022 Budget and Funding Allocation

Funding	2022	Operating	Reserve	Borrow	Gas Tax	Grant
General Government	210,000	210,000				
Protective Services	1,250,000			1,250,000		
Transportation	3,730,000	2,505,000			850,000	375,000
Recreation	2,285,000	285,000			2,000,000	
Total	\$ 7,475,000	\$ 3,000,000	\$ -	\$ 1,250,000	\$ 2,850,000	\$ 375,000

Town of Rothesay

Utility Fund Financial Statements

March 31, 2022

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 2022-03-31

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	<u><u>38,409,699</u></u>
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LIABILITIES

Current:

Total Current Liabilities	<u>-</u>
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Long-Term:

Long-Term Debt	<u>8,501,192</u>
Total Liabilities	<u>8,501,192</u>

EQUITY

Investments:

Investment in Fixed Assets	<u>29,908,507</u>
Total Equity	<u>29,908,507</u>
TOTAL LIABILITIES & EQUITY	<u><u>38,409,699</u></u>

Town of Rothesay

Balance Sheet - Utilities Fund Reserves

2022-03-31

ASSETS

BNS Utility Capital Reserve # 00241 12	1,351,828
	<u>\$ 1,351,828</u>

LIABILITIES AND EQUITY

Invest. in Utility Capital Reserve	948,386
Invest. in Utility Operating Reserve	106,423
Invest. in Sewerage Outfall Reserve	297,019
	<u>\$ 1,351,828</u>

Town of Rothesay
 Utilities Fund Operating Balance Sheet
 As at 2022-03-31

ASSETS

Current assets:	
Accounts Receivable Net of Allowance	2,781,554
Total Current Assets	<u>2,781,554</u>
Other Assets:	
Projects	380,250
	<u>380,250</u>
 TOTAL ASSETS	 <u>\$ 3,161,804</u>

LIABILITIES

Accrued Payables	18,322
Due from General Fund	904,275
Deferred Revenue	13,346
Total Liabilities	<u>935,943</u>

EQUITY

Surplus:	
Opening Retained Earnings	41,756
Profit (Loss) to Date	2,184,105
	<u>2,225,861</u>
 TOTAL LIABILITIES & EQUITY	 <u>\$ 3,161,804</u>

Town of Rothesay
Utilities Operating Income Statement
3 Months Ended 2022-03-31

	CURRENT MONTH	BUDGET FOR MONTH	CURRENT YTD	BUDGET YTD	VARIANCE Better(Worse)	NOTE #	ANNUAL BUDGET
RECEIPTS							
Sale of Water	287,444	300,373	287,444	300,373	(12,929)		1,127,500
Meter and non-hookup fees	15,564	12,500	15,564	12,500	3,064		50,000
Water Supply for Fire Prot.	330,000	330,000	330,000	330,000	0		330,000
Local Improvement Levy	58,881	59,000	58,881	59,000	(119)		59,000
Sewerage Services	1,853,198	1,860,000	1,853,198	1,860,000	(6,803)		1,860,000
Connection Fees	2,700	6,667	5,400	20,000	(14,600)		80,000
Interest Earned	8,014	6,667	23,547	20,000	3,547		80,000
Misc. Revenue	388	440	913	1,320	(408)		5,280
Surplus - Previous Years	0	0	48,220	48,220	0		48,220
TOTAL RECEIPTS	2,556,187	2,575,646	2,623,165	2,651,413	(28,248)		3,640,000
WATER SUPPLY							
Share of Overhead Expenses	105,000	105,000	105,000	105,000	0		420,000
Audit/Legal/Training	3,129	8,125	5,743	9,375	3,632		15,000
Other Water	123	167	213	500	287		2,000
Purification & Treatment	17,568	39,458	59,077	98,375	39,298		487,500
Transmission & Distribution	8,443	10,000	29,520	30,000	480		120,000
Power & Pumping	4,819	3,667	14,572	11,000	(3,572)		44,000
Billing/Collections	233	417	7,153	1,250	(5,903)		5,000
Water Purchased	258	83	470	250	(220)		1,000
Misc. Expenses	6,304	3,417	947	7,250	6,303		17,000
McGuire Road Operating	1,362	1,583	12,376	4,750	(7,626)		19,000
TOTAL WATER SUPPLY	147,239	171,917	235,072	267,750	32,678		1,130,500
SEWERAGE COLLECTION & DISPOSAL							
Share of Overhead Expenses	157,500	157,500	157,500	157,500	0		630,000
Audit/Legal/Training	3,129	6,417	3,625	7,250	3,625		11,000
Collection System Maintenance	3,973	3,917	4,463	11,750	7,287		79,000
Sewer Claims	0	0	5,429	5,000	(429)		20,000
Lift Stations	4,318	4,667	13,429	14,000	571		56,000
Treatment/Disposal	5,734	6,500	18,024	19,500	1,476		93,500
Misc. Expenses	309	1,417	1,519	4,250	2,731		17,000
TOTAL SWGE COLLECTION & DISPOSAL	174,962	180,417	203,989	219,250	15,261		906,500
FISCAL SERVICES							
Interest on Bank Loans	0	0	0	0	0		18,194
Interest on Long-Term Debt	0	0	0	0	0		268,998
Principal Repayment	0	0	0	0	0		535,808
Transfer to Reserve Accounts	0	0	0	0	0		80,000
Capital Fund Through Operating	0	0	0	0	0		700,000
TOTAL FISCAL SERVICES	0	0	0	0	0		1,603,000
TOTAL EXPENSES	322,201	352,333	439,060	487,000	47,940		3,640,000
NET INCOME (LOSS) FOR THE PERIOD	2,233,986	2,223,313	2,184,105	2,164,413	19,692		(0)

Town of Rothesay

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Variance Report - Utility Operating

U5

3 month ending

2022-03-31

Note #	Account Name	Actual YTD	Budget YTD	Variance Better(worse)	Description of Variance
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Revenue

1	Sale of water	287,444	300,373	(12,929)	Lower than expected, timing
2	Connection Fees	5,400	20,000	(14,600)	No activity to date

Water Supply

3	Audit/Legal/Training	5,743	9,375	3,632	Timing
4	Purification /Treatment	59,077	98,375	39,298	Timing
5	Billing/Collections	7,153	1,250	(5,903)	stmt paper, postage, bank charges
6	Misc. Expenses	(5,357)	3,833	9,190	Refund for Quispam portion of ground water monitoring,
7	McGuire Road Operating	12,376	4,750	(7,626)	DRB construction renos

Sewerage Collection & Disposal

8	Audit/Legal/Training	3,625	7,250	3,625	Timing
9	Collection System Maintenance	4,463	11,750	7,287	No flushing or maintenance

Fiscal Services

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U5

2022May9OpenSessionFINAL_102

Town of Rothesay

Capital Projects 2022
Utility Fund

3 Months Ended 2022-03-31

	Original BUDGET	Revisions	CURRENT Y-T-D	Remaining Budget	Council Approval	
WATER						
12028030 Water work in Ashphalt contract T-2022-001	100,000		0	100,000		
12031230 Water Quantity/Quality W-2022-001	100,000		0	100,000		
12031330 Water Model update W-2022-002	550,000		0	550,000	\$ 638,227	
12031430 Filtration Bldg water W-2022-003	50,000		0	50,000		
	<u>\$ 800,000</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 800,000</u>	<u>\$ 638,227</u>	
SEWER						
12028130 Sewer work in Ashphalt contract T-2022-001	100,000		0	100,000		
12046030 Turnbull Court Design S-2021-001	1,000,000		203,358	796,642	\$ 950,395	
12044130 WWTP Design Phase 2 S-2017-001	600,000		135,372	464,628	\$ 572,280	
	<u>1,700,000</u>	<u>\$ -</u>	<u>338,730</u>	<u>1,361,270</u>	<u>\$ 1,522,675</u>	
Total Approved	<u>2,500,000</u>	<u>-</u>	<u>338,730</u>	<u>2,161,270</u>	<u>\$ 2,160,903</u>	
Carryovers						
Funded from Reserves						
12045030 Turnbull Court Design S-2020-001	0		41,520	-41,520		
	<u>0</u>	<u>0</u>	<u>41,520</u>	<u>-41,520</u>	<u>\$ -</u>	
	<u>2,500,000</u>	<u>-</u>	<u>380,250</u>	<u>2,119,750</u>	<u>\$ 2,160,903</u>	
Funding:						
	Total	Reserves	Gas Tax	Grants	Borrow	Operating
Water	800,000	50,000	300,000			450,000
Sewer	1,700,000		200,000	450,000	\$ 800,000	250,000
	<u>\$ 2,500,000</u>	<u>\$ 50,000</u>	<u>\$ 500,000</u>	<u>\$ 450,000</u>	<u>\$ 800,000</u>	<u>\$ 700,000</u>

Town of Rothesay

2022-03-31

219500-60

Donations/Cultural Support

Budget

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	
Saint John Theatre Company	1,000.00	1,000.00
Symphony NB	1,000.00	

sub	15,500.00	6,000.00
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Other:

21,000.00

Junior Achievement		300.00
You Can Ride Two		1,000.00
CIMB-FM Oldies 96		1,000.00

Bradley Joudrey \$500 Paid In April

sub	21,000.00	2,300.00
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36,500.00	8,300.00
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G/L Balance

8,300.00

Other:

Kennebecasis Crimestoppers	2,800.00	Protective Services
PRO Kids	7,500.00	Recreation
KV Committee for Disabled	5,500.00	Transportation
	15,800.00	8,300.00

TOWN OF ROTHESAY

FINANCE COMMITTEE

April 21, 2022

In attendance:

Mayor Nancy Grant

Deputy Mayor Matt Alexander

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 amended agenda to include donation request from Samuel-de-Champlain School was accepted (NG/DS)

The minutes from March 31, 2022 were accepted as presented (DS/HB).

March Financial Statements

Treasurer MacDonald reviewed the financial statements and variance report. Sale of Services variance related mainly to closure at Arena, ice time has been extended and will hopefully mitigate loss of revenue. The Transportation budget is over budget due to additional expenditures on salt and fuel. Total for sand and salt budget will depend on the end of the year winter. Treasurer MacDonald reviewed the new Capital Projects report, with minor change to show tendered amounts awarded by Council to provide better comparison to budget. On Utilities, revenue variances are due to timing. The McGuire Road building had repairs over the budgeted amounts. Capital budget, supplies purchased in advance of to secure pricing and project.

It was agreed **the financial statements for both funds should be referred to Council for approval (DS/HB).**

Retiring Allowance and Sick Leave Valuations

Every 3 years, CPA Canada Public Sector Accounting requires actuarial valuations to be done be completed.

The Finance Committee recommends Council approve and authorize the Treasurer to sign engagement letters with Lifeworks to complete actuarial reviews of the Retiring Allowance and Sick leave Benefit in the aggregate amount of \$9,000 plus HST (DS/HB).

Donations

The **monthly report was accepted as presented (DS/HB)**

- a) KV Girls Softball – agreed to use mayor funds \$500 request.
- b) Samuel-de-Champlain School Second Annual Golf Fundraiser Tournament – agreed to send items for auction such as t-shirt and mugs

Items for Information

- a) GIC Investments –Treasurer MacDonald recommended moving reserve funds to 6 month non-redeemable GIC investments which have low risk but maintain the ability to access the funds as required thereby achieving an interest rate of 2.2%. The committee agreed and authorized the Mayor and Treasurer to instruct the bank accordingly.
- b) Draft Gas Tax reports – It is now called Canada Community-Building Fund (CCBF) Treasurer MacDonald noted an annual attestation of the spending and project completion is required for the 5-year agreement, which include a 5-year Capital Plan. He noted there is two separate funds 2014-2018 balance remaining of approx. \$3M for Arena project and 2019 – 2023 with a balance of approx. \$4.6M remaining for different projects including road repairs. We will stick to broad categories rather than specific projects to allow for more flexibility.
- c) Communication of Audit Results - Audit communication letter presented for information. The correspondence was referenced by the auditor at the most recent Council meeting. No issues identified and the 2021 audit is completed.
- d) Compliance report

Accepted as presented.

Next Meeting

May 19th, 2022

The meeting adjourned at 9:05am.

Deputy Mayor Matt Alexander
Chairman

Laura Adair
Recording Secretary



ROTHESAY MEMORANDUM



TO : Mayor and Council
FROM : Finance Committee
DATE : May 2, 2022
RE : Actuarial Valuations

Recommendations

Council approve and authorize the Treasurer to sign engagement letters with Lifeworks to complete actuarial reviews of the Retiring Allowance and Sick leave Benefit in the aggregate amount of \$9,000 plus HST.

Background

Actuarial reviews are required every three years to determine the accrual for accounting purposes of both the Retiring Allowance and Sick Leave benefits. The review is a requirement under Public Sector Accounting Standards.

The review must be completed by a qualified actuarial firm. Lifeworks (previously Morneau Shepell) has historically provided these services to the Town as well as most other New Brunswick municipalities. The firm is familiar with the provisions of both plans therefore is able to provide the most efficient and cost effective service. The Treasurer recommends acceptance of the engagement letters as presented.

Estimates have been obtained from Lifeworks indicating a total cost of approximately \$9,000 (plus HST). This amount is included in the budget for professional services

CONFIDENTIAL

April 14, 2022

Mr. Doug MacDonald, CPA, CA
Treasurer
Town of Rothesay
70 Hampton Road
Rothesay, N.B. E2E 5L5

Dear Mr. Macdonald

Re: Engagement Letter between the Town of Rothesay and LifeWorks– Retiring Allowance and Sick Leave Benefit

LifeWorks appreciates the opportunity to provide services for the Town of Rothesay ("Rothesay"). The purpose of this letter is to clarify how we charge for services performed and to provide you with our Standard Terms and Conditions which apply to all of the work we do for you. If we are engaged to perform other projects for you in the future, we may at that time provide a separate agreement that sets out the deliverables and fees and other relevant terms related to such project.

We have been requested to perform services with respect to projects as authorized by Rothesay ("Projects"). Fees, scope of work and out-of-scope work that are to be performed for a Project as currently authorized by Rothesay is outlined below (the "Project Scope"), with the Project Scope having a separate purpose in this document. Specifically, this document represents a standard engagement letter between LifeWorks (Canada) Ltd. ("LifeWorks") and Rothesay.

Timeline of Deliverables

This project is to be completed within 30 complete business days after receipt of complete and adequate data (as outlined below). However, it is possible that we may provide the completed report related to the Project at an even earlier date than this (the "Report"). If such Report requires further revisions based on feedback from Rothesay, such requirement may delay the completion of the Report and will not be considered to be the fault of LifeWorks.

Estimated Cost for Services

We have estimated that the cost to perform these calculations, including the provision of the first draft of the Report, will be \$4,000 (excluding HST) for the Retirement Allowance Valuation and \$5,000 (excluding HST) for the Sick Pay Valuation. Out-of-scope charges may be billed in addition to this amount depending on any additional services requested by Rothesay, with examples including, but not limited to, additional drafts of the Report, any meetings with Rothesay, etc. Any such out-of-scope charges would be first discussed with Rothesay.

If instructed by Rothesay, we will perform updated calculation in the interim years before the next full valuation. The estimated fees for future disclosures at December 31, 2022 and December 31, 2023 would be \$2,000 per annum for each benefit. The fees for the future disclosures are based on projections of the calculations as at December 31, 2021. We would perform this additional service and charge these additional amounts only if you instruct us to do so.

We will invoice you the amounts above as a one-time charge upon delivery of a report for the Project. The invoice you receive will refer to the services rendered in this engagement letter.

Our fees include incidental costs such as photocopying, fax, postage, and long-distance telephone charges. Significant out-of-pocket charges such as necessary travel expenses and outside printing costs will be invoiced on a cost recovery basis (we do not expect any of these to occur unless by your request and only if as discussed).

Retirement Allowance Project Scope

Purpose of the Project

We have been asked by Rothesay to calculate and disclose the accrued benefit obligation ("ABO") and annual benefit cost of the Retirement Allowance Benefit (the "Retirement Allowance") as at December 31, 2021. The applicable accounting standard for the Retirement Allowance is Section PS 3250 of CPA Canada Public Sector Accounting Handbook ("PS 3250").

Required Data

We will require the following data to be provided in an Excel spreadsheet:

- **Current Membership:** In order to outline the current obligations related to the Retirement Allowance, we will require the following membership data as at December 31, 2021 for each employee:
 - Member identifier (name, SIN, ID, or other identifier that Rothesay is comfortable with)
 - Gender
 - Date of birth
 - Date of hire
 - Annual Salary
 - Daily Rate of Pay
 - Either percent of full time or number of hours per pay, week or day
 - Status (e.g. active, disabled, on leave)
 - Type (e.g. full-time, part-time, temporary, casual)
- **Actual Payments:** In order to compare actual amounts paid to the figures we calculate, please also provide the total amounts paid (in your books) for the Retirement Allowance for the years 2019, 2020 & 2021.
- **Amount on Books:** Please provide the liability on your books as at December 31, 2021 for the Retirement Allowance. We will require this amount to reconcile with the amounts as calculated in the December 31, 2021, Retirement Allowance valuation.
- **Program Provisions:** We will also need you to provide summary wording describing the major provisions of your Retirement Allowance program. It would be helpful if you highlighted any changes in the Retirement Allowance program since the last valuation was performed as at December 31, 2017.

Sick Pay Project Scope

Purpose of the Project

We have been asked by Rothesay to calculate and disclose the accrued benefit obligation ("ABO") and annual benefit cost of the Sick Leave Benefit (the "Sick Leave") as at December 31, 2021. The applicable accounting standard for the Sick Leave program is Section PS 3255 of CPA Canada Public Sector Accounting Handbook ("PS 3255").

Required Data

We will require the following data to be provided in an Excel spreadsheet:

- **Current Membership:** In order to outline the current obligations related to the Sick Leave, we will require the following membership data as at December 31, 2021 for each employee:
 - Member identifier (name, SIN, ID, or other identifier that Rothesay is comfortable with)
 - Gender
 - Date of birth
 - Date of hire
 - Annual Salary
 - Daily Rate of Pay
 - Either percent of full time or number of hours per pay, week or day
 - Status (e.g. active, disabled, on leave)
 - Type (e.g. full-time, part-time, temporary, casual)

- **Past Experience:** In order to configure an assumption for sick leave utilization, we will need a three-year history for each employee outlined as follows (please make sure to include anyone who has left Rothesay):
 - Member identifier (name, SIN, ID, or other identifier that Rothesay is comfortable with)
 - Gender
 - Date of birth
 - Date of hire
 - Annual Salary
 - Daily Rate of Pay
 - Date of retirement/termination/death, if applicable
 - Opening balance of the sick bank as at January 1st 2018, 2019, 2020 & 2021
 - Earned sick days in 2018, 2019, 2020 & 2021
 - Used sick days in 2018, 2019, 2020 & 2021
 - Closing balance of the sick bank as at December 31, 2018, 2019, 2020 & 2021
 - Either percent of full time or number of hours per pay, week or day
 - Status (e.g. active, disabled, on leave)
 - Type (e.g. full-time, part-time, temporary, casual)

As Sick Leave usage is often greatest just prior to retirement, termination, or death, it is important that this information include any employees that participated in the Sick Leave during the given year, even if they have retired, terminated or died prior to December 31, 2021.

- **Actual Payments:** In order to compare actual amounts paid to the figures we calculate, please also provide the total amounts paid (in your books) for the Sick Leave program for the years 2019, 2020 & 2021.
- **Amount on Books:** Please provide the liability on your books as at December 31, 2021 for the Sick Leave program. We will require this amount to reconcile with the amounts as calculated in the December 31, 2021 Sick Leave valuation.
- **Program Provisions:** We will also need you to provide summary wording describing the major provisions of your Sick Leave program. It would be helpful if you highlighted any changes in the Sick Leave program since the last valuation was performed as at December 31, 2017.

Standard Terms and Conditions

If you are in agreement with the foregoing, as well as the attached Standard Terms and Conditions, kindly sign the enclosed duplicate copy of this letter and return it to the undersigned.

Please feel free to call me at (902) 474-3223 if you have any questions.

Yours truly,
LifeWorks



Thane Mackay
Managing Partner

We accept the terms and conditions set out herein.

Town of Rothesay

Signature: _____

Mr. Doug MacDonald, CPA, CA
Treasurer
Town of Rothesay

Date: _____

Standard Terms and **Conditions** for Consulting Engagements

The following terms and conditions shall apply to the engagement letter between you and LifeWorks (Canada) Ltd. (sometimes referred to as "we", "us", "our" or "LifeWorks") to which these terms and conditions are attached and to any other services performed by LifeWorks for you. These terms and conditions, together with the engagement letter shall be referred to as this "agreement".

- 1. Cooperation and Information.** You shall cooperate with us in the performance of our services. You shall be responsible for the timeliness, accuracy and completeness of all data and information provided to us. Our advice is based upon the facts and assumptions provided to us. We will not independently verify this information, unless otherwise specified herein.
- 2. Payment of Invoices.** You shall pay LifeWorks within thirty (30) days of the date of an invoice. Interest on overdue invoices will accrue at a rate of 18% annually starting five calendar days after the due date of the invoice. Payment will be deemed to be made on the date that the payment is credited to the designated LifeWorks bank account. The Fees will be subject to an annual increase on each anniversary of the Effective Date of this Agreement based on the greater of 2% or the rise in the annual wage as reflected in the Average Wage Index issued by Statistics Canada.

You agree that the payment of all invoices hereunder shall be made via pre-authorized debit (PAD) or recurring credit card payments (PAP). Payment will be processed on the invoice due date or the first business day following the invoice due date if the due date is a on a weekend or a holiday. You shall complete all documentation requested by LifeWorks to set up the payment method concurrently with the execution for this agreement.
- 3. Taxes.** All fees and other charges do not include any applicable federal, provincial or other goods and services or sales taxes, or any other taxes or duties whether presently in force or imposed in the future. Any such taxes and duties shall be assumed and paid by you without deduction from the fees and charges hereunder.
- 4. Confidentiality.** We will treat as such all confidential information obtained from you in the course of performing our services and, except as provided in this agreement, will not use or disclose such information except in connection with the performance of our services. This restriction will not apply to any confidential information that we are required by law or professional standards to disclose; that is in or subsequently enters the public domain; that is now or subsequently becomes known to us without breach of any confidentiality obligation of which we are aware; or that is independently developed by us.
- 5. Intellectual Property Rights.** We retain all rights, including intellectual property rights, in all materials, software, documentation, tools, know-how, techniques, processes and methodologies supplied to you ("Deliverables") or created or used by us in the performance of our services. We grant you a non-exclusive, non-transferable, perpetual license to use the Deliverables for which we own the intellectual property rights for internal business purposes, such grant to become effective upon payment in full of all fees and taxes payable hereunder. This agreement shall not be construed as precluding or limiting in any way our right to (i) provide consulting or other services of any kind or nature to any person or entity or (ii) develop for us, or for others, anything that is competitive with the Deliverables or anything created or used by us to perform our services.
- 6. Restriction on Use.** Our services and materials delivered in connection therewith are provided by us for your internal use and information only and may not be distributed, published, made available or relied upon by any other person, without our express written permission. This engagement is not intended for the express or implied benefit of any third party.
- 7. Use of Data.** We will use the data provided by you for our internal purposes, including for research, studies, analytics, trending and benchmarking purposes, as well as to improve and develop LifeWorks products and services. Except where prohibited by law, we may also combine your data with other data in an aggregated and anonymized form for the same purposes. At all times, LifeWorks will protect your data in accordance with our Privacy

Policy and the terms of this Agreement. We will not provide your personally identifiable data to any unaffiliated third party without your consent.

8. **Force Majeure.** Neither party shall be liable for delays resulting from circumstances or causes beyond its control, including without limitation, fire or other casualty, act of God, strike or labour dispute, war or other violence, or any law, order or requirement of any governmental agency or authority.
9. **Term.** This engagement may be terminated by providing 30 days' notice to the other party. In the event of termination pursuant to this paragraph, you agree to compensate us for our time and expenses incurred to the termination date specified in the notice of termination, as well as for reasonable time and expenses incurred to bring the services to a close in a prompt and orderly manner.
10. **Limitation on Liability.** Unless and only to the extent otherwise provided by local law without possibility of contractual waiver or limitation, LifeWorks maximum liability to you for any aspect of this engagement shall be limited to direct money damages in the amount of fees paid for the services set out in the engagement letter for the preceding 12 month period. In no event shall LifeWorks be liable for consequential, special, indirect, incidental, punitive or exemplary damages, costs, expenses, or losses (including without limitation lost profits and opportunity costs). You are responsible for any decisions you make as a result of or in connection with our services. For the purposes of this paragraph, the term LifeWorks includes our related entities and their respective directors, officers, employees and agents. This paragraph shall apply regardless of the form of action, damage, claim, liability, cost, expense or loss, whether in contract, statute, tort (including negligence) or otherwise.
11. **Limitation Period.** No action, regardless of form, arising out of or relating to this agreement may be brought by you more than one year after the cause of action has accrued.
12. **Survival.** Terms which by their nature survive expiration or termination of this agreement shall survive, including sections 4, 5, 6, 7, 10, 11 and 13.
13. **Non-Solicitation.** You agree that during the term of this agreement and for the twelve (12) months following the termination of this agreement, you shall not solicit, induce or attempt to induce, directly or indirectly and whether on your own behalf or on behalf of any other person, any person who at any time within the previous one (1) year period shall have been an employee or independent contractor of LifeWorks or any of its affiliates, whether on a full-time or part-time basis, to become employed by or associated with you or any of its affiliates or any other person.
14. **Independent Contractor.** It is understood and agreed that each of the parties is an independent contractor and that neither party is, nor shall be considered to be an agent, distributor, partner, fiduciary or representative of the other. Neither party shall act or represent itself, directly or by implication, in any such capacity in respect of the other or in any manner assume or create any obligation on behalf of, or in the name of, the other.
15. **Legal Counsel and Review by Authorities.** You should consult with or engage legal counsel for the purpose of obtaining legal advice or opinions on matters on which we provide our advice or services. We will use our professional judgment in resolving questions affecting your affairs relating to services we provide. However, you understand that the result of any such advice is not binding on regulatory authorities or the courts and should never be considered a representation, warranty, or guarantee that the authorities or courts will concur with our advice.
16. **Electronic Communications.** Unless otherwise directed in writing, you recognize and accept the risks associated with communicating by Internet, including potential lack of security and/or delivery. We accept no responsibility for loss or damage associated with use of Internet communications.
17. **Separate Entities and Affiliates.** The LifeWorks entity with whom you entered this agreement is an affiliate of other members within the LifeWorks group of entities (the "LifeWorks Group"). Each member of the LifeWorks Group is a separate and independent legal entity and no member has any liability for any other's acts or omissions. Unless

otherwise specified in this agreement, the services provided hereunder are delivered by the specific entity named in the engagement letter and no other member within the LifeWorks Group.

LifeWorks Investment Management Ltd. ("LWIM") is a wholly-owned subsidiary of LifeWorks (Canada) Ltd. and is an Investment Fund Manager, Portfolio Manager and Exempt Market Dealer in certain Provinces. All services provided by LWIM shall be provided under the appropriate investment management agreement or other applicable contract which shall outline the scope of services and fees being charged by LWIM.

18. **Governing Law.** This agreement shall be governed by the laws of the Province of Ontario and the laws of Canada applicable therein.
19. **Entire Agreement.** This agreement constitutes the entire agreement between us concerning this engagement and the services provided hereunder, and supersedes all other oral or written representations, proposals, understandings or agreements relating to the subject matter thereof. This agreement may only be amended in writing by the parties. In the event of conflict or inconsistency between these Terms and Conditions and the attached engagement letter, these terms and conditions prevail.
20. **Severability.** In the event that any provision of this agreement shall be held to be invalid, void or unenforceable, then the remainder of this agreement shall not be affected, impaired or invalidated, and each such provision shall be valid and enforceable to the fullest extent permitted by law.
21. **Assignment.** This agreement shall be binding upon both parties and our respective, successors and permitted assigns. LifeWorks is permitted to assign, transfer or delegate any of its rights or obligations to any affiliate or successor in interest to all or substantially all of the assets or business of the relevant LifeWorks practice, without your consent, in which case, such affiliate or successor in interest shall be bound by and entitled to the benefit of the terms of this agreement.
22. **Language.** The parties have requested that this agreement and all communications and documents relating hereto be expressed in the English language. Les parties ont exigé que la présente convention ainsi que tous les documents s'y rattachant soient rédigés en anglais.



2022 May 9 Open Session Final 114

ROTHESAY

AGE FRIENDLY ADVISORY COMMITTEE MEETING
Rothesay Town Hall Common Room
Tuesday, April 19, 2022 at 10:00 a.m.



DRAFT

PRESENT: MAYOR NANCY GRANT, *ex-officio member (left at 10:55 a.m.)*
COUNCILLOR HELEN BOYLE
ANGELA CAMPBELL
JILL JENNINGS
DR. SHAWN JENNINGS
KARA JOHNSTON
NANCY HASLETT (*arrived at 10:27 a.m.*)
DIANE O'CONNOR, CHAIRPERSON
WILLA MAVIS
JEAN PORTER MOWATT
NEA STEPHENSON (*left at 10:52 a.m.*)
MIRIAM WELLS, VICE-CHAIRPERSON

AGE-FRIENDLY COMMUNITY COORDINATOR KIRSTIN DUFFLEY
RECORDING SECRETARY LIZ HAZLETT

ABSENT: SAMAH EL MAGHLAWY
ROBERT TAYLOR

TOWN MANAGER JOHN JARVIE
RECREATION COORDINATOR KERI FLOOD

Chairperson O'Connor called the meeting to order at 10:00 a.m. For the benefit of Kara Johnston, a new member of the Committee, everyone introduced themselves. J. Porter Mowatt's resignation from the Committee was announced. On behalf of the group, M. Wells thanked J. Porter Mowatt for her years of service on the Committee.

1. APPROVAL OF AGENDA

MOVED by M. Wells and seconded by N. Stephenson the agenda be approved as circulated, with the following amendment:

- Item 8.3 be brought forward to follow Item 8.1

CARRIED.

2. ADMINISTRATION

2.1 Welcome Kara Johnston, Athletic Director RHS
Dealt with above.

3. APPROVAL OF MINUTES

3.1 Meeting minutes of March 22, 2022.

MOVED by J. Jennings and seconded by W. Mavis the Age Friendly Advisory Committee meeting minutes of March 22, 2022 be adopted as circulated.

CARRIED.



4. DECLARATION OF CONFLICT OF INTEREST

N/A

5. DELEGATIONS

N/A

6. REPORTS AND PRESENTATIONS

N/A

7. UNFINISHED BUSINESS

7.1 Newcomers Survey

Verbal Update K. Duffley

The item was not discussed.

8. NEW BUSINESS

8.1 Age-Friendly Programming Update

K. Duffley reported the following:

<p>Rothesay Hive</p>	<ul style="list-style-type: none"> - The Facebook Group has grown to 426 members - Memberships: 72 (trial participation included) <p>Programs</p> <ul style="list-style-type: none"> - FCNB’s “Stay out of Fraud’s Way” April 27th at 2 p.m. Registration required. - The Rothesay Hive now has a plot at the Scribner Community Garden which will be tended by the new Garden Club. The Club will meet monthly. Promotion of the Club will be through social media, community posters, and the electronic sign near James Renforth Drive. - K. Duffley contacted Rothesay Elementary School to inquire about volunteer opportunities for the greenhouse and is waiting for a response.
<p>Community Clean Up Walk with the KV Walkers</p>	<p>The KV Walkers are hosting an Earth Day Clean Up Walk to help make a difference and participate in the Rothesay Community Clean Up on Friday, April 22 at 10:00am. Gloves and garbage bags provided. Rain Date: Saturday, April 23. Meeting Spot: Parking Lot across Hampton Road from Rothesay Town Hall. Coffee Break: Enjoy a hot cup of coffee or tea at the Rothesay Hive after the clean up walk.</p>
<p>Rotary Club Spring Clean-Up</p>	<p>The Rotary Club of Rothesay-Kings is volunteering their time to help older adults (50+) in Rothesay who need assistance with their outdoor spring chores. The Rotary Club can be contacted to book an appointment for the weekend or to help volunteer.</p>

<p>Mindful Moments</p>	<p>- “Power of Poetry” video posted April 11th Views: 303</p>
<p>Dial A Ride</p>	<p>- Promoted by the Town through its newsletter, community posters, Rothesay Hive bulletin board, Town website and social media, and the Rothesay Hive Facebook group.</p>
<p>Renforth Senior Exercise Classes (Bill McGuire Centre)</p>	<p>- Scheduled until June 15th</p>

Item brought forward

8.3 Canadian Health Solutions Donation

M. Wells announced that the donation of \$15,000 from Canadian Health Solutions, for the Rothesay Hive, has been confirmed. The Committee was amenable to making an announcement at the Age Friendly Designation Celebration on June 1st to thank the organization (with a photo op). Mayor Grant read a formal thank you letter sent from the Town.

N. Haslett arrived at the meeting.

The Committee brainstormed the best way to utilize the funds. It was agreed a portion of the donation should be maintained to reduce the facility’s need for Town funds. The remaining funds should be utilized in a way that honours the organization’s background in health and wellness. Suggestions included programs for: art (ex. Art4Life program), music (creation of playlists to help with memory retention), memoir writing/storytelling, and cooking – partnership opportunity with Rothesay High School for use of their kitchens. N. Stephenson, D. O’Connor, and Counc. Boyle offered to sit on a sub-committee to discuss the matter in greater detail, in mid-May. J. Porter Mowatt will send a list of senior-related issues (from Senior Watch Inc.), to D. O’Connor, to help come up with ideas for health and wellness programs.

With respect to sponsor engagement, K. Duffley advised newsletters are provided to sponsors, and a thank you poster with sponsor logos is displayed on the Rothesay Hive bulletin board and online (with clickable logos to sponsor websites). The Committee suggested displaying a framed photograph of the cheque presentation at the Age Friendly Designation Celebration. K. Duffley agreed to contact the editor of Rothesay Road magazine to suggest a story about Canadian Health Solutions and the donation to the Rothesay Hive.

8.2 Age Friendly Designation Celebration Update

K. Duffley reported she, D. O’Connor, and K. Flood met last week to discuss the event. She relayed details noting, the celebration will be June 1st from 1-3 p.m. with indoor and outdoor activities, and a rain date of June 2nd. The intent is to have a welcome announcement from Mayor Grant, along with a presentation of the donation from Canadian Health Solutions, refreshments, yard games, perhaps tai chi, and music (Rothesay High School students or another duet). K. Johnston offered to provide some games for outdoor activities.

K. Duffley reviewed the proposed list for invitations. Various government officials will be invited, but the primary focus of the event will be socialization and celebration as opposed to speeches. The invitation list also includes sponsors, donors, members of the Kennebecasis Valley Fire Department and Kennebecasis Regional Police Force, representation from several schools, community groups, and media, as well as Rothesay Hive members and instructors.

K. Duffley noted a promotional slideshow will be displayed indoors, and converted to posters for an outdoor display. N. Haslett suggested a banner be hung across Hampton Road. M. Wells mentioned there were promotional banners with the YMCA for outdoor displays. K. Duffley agreed to look into new banners. It was agreed the event will be discussed in greater detail in May.

8.3 Canadian Health Solutions Donation
Dealt with above

9. CORRESPONDENCE FOR ACTION
N/A

10. CORRESPONDENCE FOR INFORMATION

10.1 9 March 2022 – AFC Maintenance Recognition Letter

K. Duffley confirmed the three year renewal period begins in 2022.

N. Stephenson left the meeting.

Meeting Addendum:

Concern was expressed the terms of several Committee members may be expiring soon. Discussion ensued about finding replacements, including a representative from a disability-related organization. Age representation was proposed as a consideration – it would be beneficial to have seniors of various ages. It was also suggested members of the former Age Friendly Committee be contacted and asked if they would be interested in applying to serve on the Committee.

Mayor Grant left the meeting.

11. DATE OF NEXT MEETING

The next meeting is tentatively scheduled for Tuesday, May 17, 2022 at 10:00 a.m.

12. ADJOURNMENT

MOVED by M. Wells and seconded by N. Haslett the meeting be adjourned.

CARRIED.

The meeting adjourned at 11:00 a.m.

CHAIRPERSON

RECORDING SECRETARY



ROTHESAY
2022May9OpenSessionFINAL 118
WORKS AND UTILITIES COMMITTEE MEETING
Rothesay Town Hall Common Room
Wednesday, April 20, 2022
5:30 p.m.



DRAFT

PRESENT: DEPUTY MAYOR ALEXANDER, CHAIRPERSON
SHAWN CARTER, VICE CHAIRPERSON
PETER GRAHAM
SARAH RICHARDS

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

ABSENT: COUNCILLOR DAVE BROWN
GEORGE THAMBI
CYNTHIA VANBUSKIRK

Chairperson Alexander called the meeting to order at 5:33 p.m.

1. APPROVAL OF AGENDA

MOVED by S. Carter and seconded by S. Richards the agenda be approved as circulated.

CARRIED.

2. APPROVAL OF MINUTES

2.1 Regular Works and Utilities Committee meeting of March 23, 2022.

MOVED by P. Graham and seconded by S. Carter the minutes of March 23, 2022 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

RECEIVED FOR INFORMATION.

6.3 Speed Radar Sign Report

- Average Vehicle Count Reports – Anna Avenue

DO McLean advised the 85% Speed, each week, is close to 50km per hour which suggests speeding is not a problem on Anna Avenue.

7. CORRESPONDENCE FOR ACTION

7.1 24 March 2022 Letter from Canadian Federation of Independent Business (CFIB) RE: Help Small Business Survive Infrastructure Work

It was agreed the letter may be intended for larger communities. Some municipal or private sector construction projects, especially along main routes such as Hampton Road, may temporarily impact traffic but do not typically have a significant impact on businesses. There are no commercial properties on roads scheduled to be repaved in 2022. One road, Broadview Street, is near a school but this work will be done when school is out for the summer.

MOVED by S. Carter and seconded by S. Richards the letter from Canadian Federation of Independent Business (CFIB) RE: Help Small Business Survive Infrastructure Work dated 24 March 2022 be received/filed.

CARRIED.

8. NEW BUSINESS:

8.1 Woodland Avenue

- Presentation slides (2) from April 12, 2022 Public Hearing

DO McLean spoke of an application to construct a 36-unit apartment building at 95 Hampton Road which would front on Woodland Avenue. To address concerns related to emergency vehicle access, municipal service provision, and strain on the Marr Road/Hampton Road/Clark Road intersection, staff are recommending a connection between Woodland Avenue and Hampton Road. This concept was originally designed in a 1914 Subdivision Plan and is supported by the Kennebecasis Valley Fire Chief as well as a traffic consultant. DO McLean explained why this option is preferred over singular access from Hampton Road and dual access from Woodland Avenue and Hampton Road (without the connection). The former creates challenges for emergency vehicle maneuverability and greater strain on the Marr/Hampton intersection. The latter requires a cul-de-sac near each entrance for emergency vehicles and municipal service provision. Constructing a cul-de-sac of an appropriate size for industry standards, at the end of Woodland Avenue, would require encroaching onto the parking lot of the property, and subsequently impacting the drive aisle – which is currently designed to be narrower than Town standards. The cul-de-sacs would be back-to-back, therefore it would be reasonable to connect the two roads to create greater ease for emergency vehicles, municipal service provision, and allow traffic to travel through a less busy intersection (Spruce/Clark). The length of Woodland Avenue also exceeds industry standards for construction of a cul-de-sac.

DO McLean acknowledged public opposition from residents of Woodland Avenue to the road connection. He said it was unclear, at the Public Hearing on April 12, 2022, if these residents would support the project without the road connection. The development could introduce roughly 144 new vehicle movements per day (36 units x two cars per unit x two trips per day) if a singular entrance is constructed on Woodland Avenue. Alternatively, directing the entirety of traffic towards Hampton Road would put greater strain on the Marr/Hampton intersection, as there are no guarantees drivers would comply with a “right-exit only” sign.

DO McLean responded to comments, noting: the road connection would not create an enticing shortcut; improving the level of service (LOS) at the Marr/Hampton intersection through road modifications or syncing the system to its counterpart at 142 Hampton Road (Sobeys) would be costly: a one-way traffic condition would impact emergency response times, especially during peak hours; and rezoning of the property and the road connection are not mutually exclusive.

Chairperson Alexander addressed points raised with the following: motorists are likely to use the route as a shortcut to avoid traffic on Hampton Road – as many use Scott Avenue for this purpose; there are cul-de-sacs on longer streets than Woodland Avenue; the Town, and its service providers, have smaller vehicles to accommodate roads that are narrow; municipal service provision and emergency response services are provided to Woodland Avenue in its current state; a road connection would likely only improve emergency response times by an insignificant amount; and all residents on Woodland Avenue opposed the road connection.

DO McLean estimated it would be faster to travel through the Marr/Hampton intersection than to turn onto an extended Woodland Avenue to get to Clark Road. Should motorists choose the Woodland Avenue route it could aid traffic management by improving the LOS at the Marr/Hampton intersection.

DO McLean advised there are no fire hydrants along Woodland Avenue and the road is not serviced by municipal water. The proposed building is designed to have sprinkler and standpipe systems, and must be connected to the municipal water system. Should the developer be interested in contributing to the installation of a fire hydrant, it could further mitigate concerns of the Kennebecasis Valley Fire Department. Town Manager Jarvie added the Town is investigating if there should be changes to the timing of the traffic lights, at the Marr/Hampton intersection, to improve the LOS.

Meeting Addendum:

Chairperson Alexander asked for an update on the “Welcome to Rothesay” signs. DO McLean expects the signs will be received and installed by May or June.

9. CORRESPONDENCE FOR INFORMATION

9.1 Motions approved by Council (April 11, 2022)

- Curb on Park Drive
- Gondola Point Road sidewalk

RECEIVED FOR INFORMATION.

9.2 Equipment Supply – Water Treatment Expansion

6 April 2022 Report prepared by DO McLean

When questioned, DO McLean advised delivery is expected by October 31, 2022.

9.3 Equipment Supply – Street Sweeper

6 April 2022 Report prepared by DO McLean

RECEIVED FOR INFORMATION.

ROTHESAY

Works and Utilities Committee **2022May9OpenSessionFINAL_121**

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20 April 2022

DRAFT

9.4 Designated Highways – Rothesay & ‘The Road Ahead’

14 April 2022

Letter to Minister of the Department of Transportation and
Infrastructure

RECEIVED FOR INFORMATION.

10. DATE OF NEXT MEETING:

The next meeting is scheduled on Wednesday, May 18, 2022.

11. ADJOURNMENT

MOVED by S. Carter and seconded by S. Richards the meeting be adjourned.

CARRIED.

The meeting adjourned at 6:21 p.m.

CHAIRPERSON

RECORDING SECRETARY



ROTHESAY
2022May9OpenSessionFINAL 122
PLANNING ADVISORY COMMITTEE MEETING
Rothesay Town Hall Common Room
Monday, May 2, 2022 at 5:30 p.m.



DRAFT

PRESENT: ANDREW MCMACKIN, CHAIRPERSON
KELLY ADAMS
TRACIE BRITTAIN, VICE-CHAIRPERSON
MATTHEW GRAHAM
COUNCILLOR DON SHEA

TOWN MANAGER JOHN JARVIE (*arrived at 6:15 p.m.*)
TOWN CLERK MARY JANE BANKS
DIRECTOR OF PLANNING/DEVELOPMENT (DPDS) BRIAN WHITE
RECORDING SECRETARY LIZ HAZLETT

ABSENT: JOHN BUCHANAN
COUNCILLOR TIFFANY MACKAY FRENCH
ELIZABETH GILLIS

Chairperson McMackin called the meeting to order at 5:35 p.m.

1. APPROVAL OF THE AGENDA

MOVED by Counc. Shea and seconded by T. Brittain the agenda be approved as circulated.

CARRIED.

2. ADOPTION OF MINUTES

2.1 Regular Meeting of April 4, 2022

MOVED by T. Brittain and seconded by M. Graham the Minutes of April 4, 2022 be adopted as circulated.

CARRIED.

3. DECLARATION OF CONFLICT OF INTEREST

N/A

4. NEW BUSINESS

N/A

5. OLD BUSINESS

TABLED ITEMS

Tabled February 5, 2018 – no action at this time

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

Tabled September 8, 2020 – no action at this time

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

5.3 83 Hampton Road Michele Hebert

OWNER: B/A Realty Ltd.

PID: 30292718

PROPOSAL: Similar or Compatible Use – Dog Daycare

MOVED by Counc. Shea and seconded by T. Brittain the Planning Advisory Committee hereby removes from the table the rezoning application to operate a dog daycare at 83 Hampton Road as a similar or compatible use.

CARRIED.

The applicant Ms. Michele Hebert was not in attendance. DPDS White noted the report was tabled pending polling and a noise comparison between child and dog daycares. Staff did not have the opportunity to conduct polling, and no information could be found on a noise comparison between the two types of daycares. Since child daycares are scattered throughout the community and dog daycares are restricted to rural areas, he said it is reasonable to believe noise from child daycares is more tolerable than barking dogs. He reviewed separation distances between dog daycares and residential properties in other municipalities which ranges from 20 – 500 feet from property lines. The proposed outdoor pen is directly behind the building with no setback distance from the property line.

Counc. Shea asked if there is a reason why there is no setback from the property line. It is his understanding current standards would not permit installation of a fence directly on the property line. DPDS White advised he is unsure as the development preceded his tenure with the Town. When questioned, DPDS White advised polling can be conducted if the Committee wishes to do so. However, it is reasonable to believe neighbouring property owners would oppose the business because of noise and odour. M. Graham noted he agrees, but asked if there are guidelines to permit this business in another location. DPDS White advised guidelines are available for kennels which are comparable and permitted in other areas.

MOVED by Counc. Shea and seconded by M. Graham the Rothesay Planning Advisory Committee hereby grants permission to operate a dog daycare at 83 Hampton Road (PID 30292718) as a similar or compatible use.

DEFEATED.**5.4 95 Hampton Road Brett Taylor**

OWNER: KV Properties Ltd.

PID: 00242271, 30130348, 30020051, 30130355

PROPOSAL: Rezoning – 36 Unit Residential Apartment Building

MOVED by K. Adams and seconded by M. Graham the Planning Advisory Committee hereby removes from the table the rezoning application for 95 Hampton Road.

CARRIED.

The applicant Mr. Brett Taylor was in attendance. DPDS White advised the item was tabled pending drawings of different road configurations for emergency response and municipal service purposes. Three configurations were provided 1. a Woodland Avenue/Hampton Road connection 2. a single cul-de-sac on Woodland Avenue and 3. a cul-de-sac on both Woodland Avenue and Hampton Road.

As a reminder, DPDS White advised it is not within the Committee's authority to determine specifications of public streets – this authority lies with the Town Engineer. The Committee's advice is not being sought on road design but rather the proposal's merit based on its alignment with the Municipal Plan. Staff support the proposal based on the following: location – designated for high density; housing diversity; proximity to amenities (supports pedestrian connectivity); sprawl reduction and creation of a walkable neighbourhood; and it is a high-density project that addresses an aging population, changing market demands, and a public shift from homeownership.

In response to inquiries, DPDS White provided clarification on the following:

Consolidation of lots: four lots and a portion of a fifth will be consolidated to provide 3600 square meters of land to be rezoned. The draft by-law and development agreement outline the proposed consolidated lot boundary. The PID of the fifth lot can be added to these documents for further clarity – but once consolidated the PIDs will be dissolved into one.

Frontage: Since the building will front on Woodland Avenue the civic address of the property will change from 95 Hampton Road to an address on Woodland Avenue.

Parking lot: the location of the parking lot in front of the building does not conform to Zoning By-law requirements. Multiple designs were reviewed, and this location was determined to be the most feasible option.

Chairperson McMackin invited the applicant to comment. Mr. Taylor noted he has nothing further to add.

Town Manager Jarvie arrived at the meeting.

There was a lengthy discussion regarding the various road configurations. The Committee, Council members (Mayor Grant and Counc. Brown), and members of the public in attendance raised the following points: the road configuration is significant in the Committee's decision; property access is commonly discussed by the Committee and several iterations were presented; conditions in 1914 are not comparable to current traffic congestion therefore the Subdivision Plan should not be considered relevant; residents of Woodland Avenue oppose the road connection as vehicles will use it as a shortcut – similar to Scott Avenue; the length of Woodland Avenue (330 meters) does not exceed provincial regulations (365 meters) for a cul-de-sac; other roads in town do not comply with provincial standards for dead end streets; and compromise should be possible to create growth in the Town while heeding public concerns. Questions were raised regarding Council's authority with respect to the road configuration, traffic direction on the proposed road connection, chances of the Town pursuing the road connection even if the application is unsuccessful; outcome if the recommendations are not supported by the Committee; and potential for an appeal.

DPDS White explained that the drawings of the road configurations were provided at the Committee's request. At the last meeting, staff indicated these drawings were unlikely to have a bearing on the decision since the Committee does not have authority over the road configuration. Supporting the project with a recommendation against the road extension would be problematic, and unprecedented for the Committee to comment on engineering infrastructure which is beyond its scope. As an example, he noted the Committee does not approve the size of pipes, types of valves, fire hydrants, curbs, or sidewalk.

DPDS White noted, through the 1914 Subdivision Plan, each subject lot is entitled to road access. Therefore, if the lots were developed individually Woodland Avenue would be extended.

DPDS White explained how the designs for property access evolved. He stressed that while these layouts provided a bigger picture of the proposal, neither the Committee nor Council are being asked to approve a road configuration. He acknowledged Council has more authority than the Committee, and they may wish to do something different, but he cannot presuppose what that may be. As an example, he noted Council could also ask for design plans – similar to the Committee’s request. However, these would not prove helpful as he reiterated that Council is not asked to select a road design option. If the application is unsuccessful, and there is interest in correcting the road, to meet provincial standards, it would be a public infrastructure – rather than a planning – decision. A discussion better suited for the Works and Utilities Committee. Continuing, he noted both cul-de-sac plans are considered rejected designs based on professional engineering advice from the Town Engineer and Director of Operations (DO) Brett McLean; therefore the Woodland Avenue/Hampton Road connection is the only viable option. He added that the draft development agreement stipulates that the design and engineering to complete the public street, from Woodland Avenue to Hampton Road, will be the responsibility of the Town, whereas the developer will incur the cost of construction.

With respect to an appeal, DPDS White advised administrative issues (ex. the four or five PIDs), and rezoning decisions made by Council are not appealable to the Provincial Appeal Board.

Mr. Taylor clarified that he is not proposing the road connection. Other options were proposed but are unacceptable in staff’s opinion. He mentioned there may be another cul-de-sac option – aside from the ones provided – that may be suitable. He could return with an engineered design, however, he is under the impression other suggestions are not welcome. He added discussing development of the lots individually is irrelevant as the proposal is for an apartment building.

DO McLean stated staff’s recommendation for the road connection is not an “opinion”. Woodland Avenue in its current state does not comply with provincial industry standards for a dead-end street. He clarified that the length of the road exceeds the distance range of 90 – 180 meters for a cul-de-sac in an urban area – the aforementioned 365 meters refers to rural areas. The two cul-de-sacs, if constructed to minimum industry standards (with an appropriate turning radius for a garbage truck), would infringe on the property thereby resulting in an insufficient number of parking spaces. He stated it is a good project, but he cannot recommend road configurations that do not comply with professional industry standards. He said if the Committee and Council are not willing to support the road connection perhaps the property should not be rezoned for this purpose. He addressed inquiries regarding the traffic direction, development of the proposed connection if the application is unsuccessful, and the traffic study. He said the street could be assigned a one-way traffic direction. This would not be the best option, but it could be decided in the future. The Town addresses improper road situations as they arise, listing projects underway, and planned, for dead-end streets such as Dobbin Street and Sierra Avenue. He concluded by noting the Town commissioned a separate traffic study, which takes into consideration the road connection. He reported the results are negligible. Traffic would increase but not to a great extent. The Marr/Hampton Road intersection would continue to operate at full capacity during peak hours like it does in its current state.

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DPDS White urged the Committee to focus on the merit of the application based on alignment with the Town's Municipal Plan. For instance, the project provides housing diversity, and is suitably located in the Town's commercial corridor. The only decision to be made regarding the road connection is whether the developer incurs the cost. With respect to next steps, if the Committee were not to support the project, approval may then require a majority vote of Council, in accordance with the Community Planning Act. Should Council not approve the application, the developer must wait a year before resubmitting the application.

T. Brittain acknowledged the road connection may not be desirable to the developer but suggested it may be a preferable option to delaying the project and incurring associated costs.

Town Manager Jarvie proposed, if the Committee wishes to address cost sharing of the road construction the draft development agreement could be amended. Chairperson McMackin added, for clarification, that Committee members with concerns about the road connection can choose to vote against the proposal. Counc. Shea noted he is in favour of amending the development agreement.

Town Manager Jarvie left the meeting.

MOVED by T. Brittain and seconded by K. Adams the Planning Advisory Committee hereby recommends that Council enact By-law 2-10-29 to rezone land located off Woodland Avenue (PIDs 00242271, 30130348, 30020051, 30130355, 30130330 – to be consolidated) from Single Family Residential – Standard Zone [R1B] to the Multi-Unit Residential Zone [R4] for a 36-unit apartment building, subject to the execution of a Development Agreement as amended.

NAY vote recorded from Counc. Shea.

CARRIED.

MOVED by T. Brittain and seconded by M. Graham the Planning Advisory Committee recommends that Council authorize the Mayor and Clerk to enter into an agreement, as amended, to allow for the development of a 36-unit apartment building on land located off Woodland Avenue (PIDs 00242271, 30130348, 30020051, 30130355, 30130330 – to be consolidated).

ON THE QUESTION:

The Committee proposed Clause 11 of the draft development agreement be amended to read as follows: “the Developer agrees to carry out and pay for the entire actual cost to construct improvements within the Woodland Avenue public street right-of-way as approved by the Town Engineer”. It removes mention of the road connection but still requires the developer to incur the cost of necessary improvements. Concern was expressed “the Woodland Avenue public street right-of-way” covers the entire distance of the road.

Town Manager Jarvie returned to the meeting.

DPDS White and DO McLean advised the development agreement identifies the area specific to the proposal.

NAY vote recorded from Counc. Shea.

CARRIED.

ROTHESAY

Planning Advisory Committee **2022May9OpenSessionFINAL_127**

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6. CORRESPONDENCE FOR INFORMATION

6.1 Holland Hills – Re-application Request

29 April 2022

Information Report prepared by DPDS White

RECEIVED FOR INFORMATION.

DPDS White advised the report was included to apprise the Committee of the request. Staff will prepare a report with a recommendation for the next meeting. He noted the Committee will be asked to determine whether the revisions are a significant change, from the original application, to allow submission of a re-application before a period of one year.

7. DATE OF NEXT MEETING(S)

The next meeting will be held on **Monday, June 6, 2022.**

8. ADJOURNMENT

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

CARRIED.

The meeting adjourned at 6:55 p.m.

CHAIRPERSON

RECORDING SECRETARY



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BUILDING PERMIT REPORT

4/1/2022 to 4/30/2022

Date	Building Permit No	Property Location	Nature of Construction	Value of Construction	Building Permit Fee
04/08/2022	BP2022-00009	120-122 HAMPTON RD	INTERIOR RENOVATIONS - COMMERCIAL	\$600,000.00	\$4,350.00
04/08/2022	BP2022-00014	70 RIVER RD	ATTACHED GARAGE	\$70,000.00	\$507.50
04/11/2022	BP2022-00017	11 BURNS	DECK	\$6,000.00	\$43.50
04/11/2022	BP2022-00018	2 MALISEET DR	FENCE	\$6,000.00	\$43.50
04/11/2022	BP2022-00019	11 ROBIN LANE	DETACHED GARAGE	\$60,000.00	\$435.00
04/13/2022	BP2022-00020	27 CLARK RD	DECK	\$7,000.00	\$50.75
04/19/2022	BP2022-00022	24 HIBBARD LANE	DECK	\$3,000.00	\$21.75
04/19/2022	BP2022-00023	2965 ROTHESAY RD	FENCE	\$1,500.00	\$20.00
04/25/2022	BP2022-00024	138 JAMES RENFORTH DR	DECK	\$20,000.00	\$145.00
04/22/2022	BP2022-00026	2 BENJAMIN LN	DECK	\$20,000.00	\$145.00
04/28/2022	BP2022-00027	14B SCRIBNER CRES	FENCE	\$300.00	\$20.00
04/26/2022	BP2022-00029	17 COVE CRES	FENCE	\$7,000.00	\$50.75
04/25/2022	BP2022-00032	17 BROADWAY ST	STORAGE SHED	\$6,000.00	\$43.50



ROTHESAY

2022May9OpenSessionFINAL 129

BUILDING PERMIT REPORT

4/1/2022 to 4/30/2022

Date	Building Permit No	Property Location	Nature of Construction	Value of Construction	Building Permit Fee
04/25/2022	BP2022-00033	6 Highbrook CRT	STORAGE SHED	\$5,000.00	\$36.25
04/28/2022	BP2022-00034	21 SHIPYARD RD	RENOVATION	\$11,000.00	\$79.75
04/28/2022	BP2022-00035	21 SHIPYARD RD	FENCE	\$1,500.00	\$20.00
04/28/2022	BP2022-00036	48 WANDA CRES	SINGLE FAMILY	\$180,000.00	\$1,305.00
04/25/2022	BP2022-00037	12 COVE CRES	WINDOWS	\$13,650.00	\$101.50
04/28/2022	BP2022-00038	71 RIVER RD	STORAGE SHED	\$3,800.00	\$29.00
04/28/2022	BP2022-00039	3147 ROTHESAY RD	WINDOWS	\$1,000.00	\$20.00
04/29/2022	BP2022-00041	2 TOYE CT	FENCE	\$19,782.00	\$145.00
04/28/2022	BP2022-00042	44 MARR RD	WINDOWS	\$1,500.00	\$20.00



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BUILDING PERMIT REPORT

4/1/2022 to 4/30/2022

Date	Building Permit No	Property Location	Nature of Construction	<i>Value of Construction</i>	<i>Building Permit Fee</i>
Totals:				\$1,044,032.00	\$7,632.75
Summary for 2022 to Date:				\$1,808,032.00	\$13,171.75

2021 Summary

	<u>Value of Construction</u>	<u>Building Permit Fee</u>
Monthly total:	\$895,403.00	\$6,556.00
Summary to Date:	\$1,595,142.00	\$12,251.25



ROTHESAY



INTEROFFICE MEMORANDUM

TO : Mayor Grant & Council
 FROM : John Jarvie
 DATE : 5 May 2022
 RE : Capital Project – Status Report

The following is a list of 2022 capital projects, holdover 2019, 2020 and 2021 capital projects and the status of each along with a continuing project from 2016.

	PROJECT	BUDGET	\$ TO 31/03/22*	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
	Secondary Plan road design	50,000	-	Wiljac – decision tabled
202	Drainage Study	200,000	80%	Review of findings and recommendations for capital work on May Agenda
2021	Wells Ballfield	250,000	95%	Substantially Complete
	WWTP Phase II design	600,000	22.5%	Technology Selected. Design work underway
	Production Wells (#7)	290,000	30%	Regulatory approval for withdrawal rate pending final consultant report in late March
	Shadow Hill Court water	400,000		Preliminary design and cost estimates complete
	Station Rd, cast iron line replacement	250,000		Deferred
	Turnbull Ct sewer replacm't Phase II	1,000,000	20%	Project pending WAWA permit approval
	SCADA	35,000	26%	In design phase
	Fire Department Stn 2 Reno	1,250,000		Approved by Municipal Capital Borrowing Board, awaiting changes to meet budget
	2022 Street Resurfacing	1,760,000		Tender award on May agenda
	2022 Curb & Sidewalk	350,000		Sidewalk on Spruce Street included in the list, Dobbin deferred
	2022 Designated Highways	500,000		Provincial funding not provided in 2022, project deferred
	Storm Sewers	100,000		To be included in resurfacing tender
	Intersection improvements	420,000		Grove Avenue at Hampton Road equipment purchase on May agenda
	2022	Fleet/Equipment	615,000	
Buildings		85,000		HVAC
Information Technology		125,000	10%	Inc new photocopier, booking software
Town Hall HVAC		100,000	10%	
Parks Equipment		200,000		Mowers on May agenda
Pickle Ball Courts		50,000		
Renforth park concrete walkway		15,000		
Fitzgerald Field fencing		6,000		
Arena		\$2.0M		
Turnbull Ct sewer replacement Ph II		\$1.0M		Tender awarded, waiting for permit approvals
Water quantity		100,000		
Water model update		100,000		
Water Treatment Train expansion		550,000		Purchased and on order
Wells New Building		\$1.7M	30%	Design Work Underway
Hillsview water line replacement	50,000			

* Funds paid to this date.



ROTHESAY MEMORANDUM



TO : Mayor and Council
FROM : Town Clerk Banks
DATE : 3 May 2022
RE : (95) Hampton Road/Woodland Avenue Rezoning

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

Background:

The Planning Advisory Committee passed the following motions at its regular meeting on Monday, May 3, 2022:

MOVED by T. Brittain and seconded by Kelly Adams the Planning Advisory Committee recommends Council enact BY-LAW 2-10-29 to rezone land located off Woodland Avenue (PIDs 00242271, 30130348, 30020051, 30130355, 30130330 – to be consolidated) from Single Family Residential – Standard Zone [R1B] to the Multi- Unit Residential Zone [R4] for a 36-unit apartment building, subject to the execution of a Development Agreement as amended.

NAY vote from Counc. Shea.

CARRIED.

MOVED by T. Brittain and seconded by M. Graham the Planning Advisory Committee recommends Council authorize the Mayor and Clerk to enter into an agreement, as amended, to allow for the development a 36-unit apartment building on land located off Woodland Avenue (PIDs 00242271, 30130348, 30020051, 30130355, 30130330 – to be consolidated).

NAY vote from Counc. Shea.

CARRIED.

The Planning Advisory Committee is recommending that Clause 11 of the draft Development Agreement be amended to read as follows:

11. *The Developer agrees to carry out and pay for the entire actual cost to construct improvements within the Woodland Avenue public street right-of-way as approved by the Town Engineer.*

April 12 Public Hearing version of Clause 11:

11. *The Developer agrees to carry out and pay for the entire actual cost to construct, within the Woodland Avenue public street right-of-way from the existing end of asphalt through to Hampton Road, pavement, thickness and materials to the width, depths, and densities as approved by the Town Engineer.*



**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 off Woodland Avenue and Hampton Road from Single Family Residential – Standard Zone [R1B] to the Multi-Unit Residential Zone [R4] for a 36-unit apartment building subject to the execution of a Development Agreement in accordance with the Community Planning Act, supra.

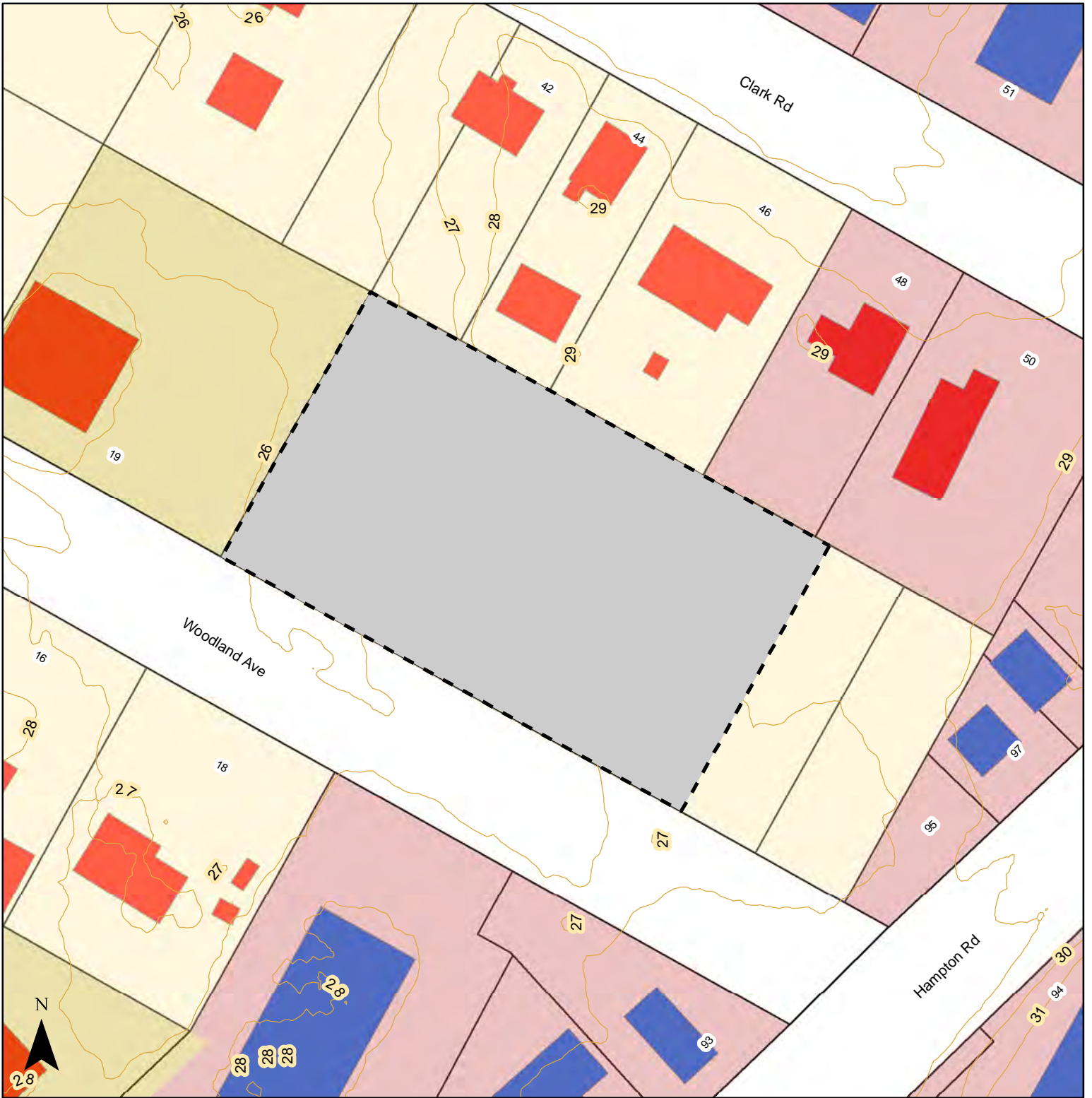
FIRST READING BY TITLE :
SECOND READING BY TITLE :
READ IN ENTIRETY :
THIRD READING BY TITLE :
AND ENACTED :

MAYOR

CLERK

Attachment - Bylaw 2-10-29

2022May9OpenSessionFINAL_134



2022-02-03, 10:48:35 AM

1:800

Buildings

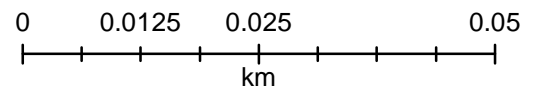
- Commercial
- Residential

Zoning

- CC
- R1B
- R4

Property Boundary

- Property Boundary



Rothesay

DEVELOPMENT AGREEMENT

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

Parcel Identifier of Parcels Burdened by Agreement: 00242271, 30130348, 30020051, 30130355
(min 3600 square meters to be consolidated)

Owner of Land Parcels: **KV Properties Ltd.**
1 Magnolia Lane
PO Box 100
Rothesay, NB
E2E 3L2 (Hereinafter called the "Developer")

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

a body corporate under and by virtue of the Local Governance Act, RSNB 2017, 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 Woodland Avenue (PIDs 00242271, 30130348, 30020051, 30130355) 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 a development agreement to allow for the development of thirty-six (36) unit apartment building on the Lands as described in Schedules B through E. (herein after called the "Project")

AND WHEREAS Rothesay Council did, on **INSERT DATE**, authorize the Mayor and Clerk to enter into an agreement with KV Properties Ltd. to develop a residential apartment building 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 thirty-six (36) 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 Rothesay 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 to E.

Architectural Guidelines

5. 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.

Storm Water

6. 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.
7. 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.
8. 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 without attenuation to the Town's storm water or sanitary collection system.
9. The Developer agrees to provide to the Town Engineer written certification of a Professional Engineer, licensed to practice in New Brunswick that the storm water system has been satisfactorily completed and constructed in accordance with the Town specifications.

Municipal Streets

10. The Town agrees that the design and engineering to complete the public street from Woodland Avenue from to Hampton Road shall be the responsibility of the Town.
11. The Developer agrees to carry out and pay for the entire actual cost to construct, within the Woodland Avenue public street right-of-way from the existing end of asphalt through to Hampton Road, pavement, thickness and materials to the width, depths, and densities as approved by the Town Engineer.
12. 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.

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

Municipal Sidewalks

14. 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 and extending the sidewalk from the proposed building to the intersection of Woodland Avenue and Hampton Road, subject to inspection and approval by Rothesay's Engineer, 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.

Water Supply

15. 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.
16. The Town agrees to supply potable water for the purposes and for those purposes only for a maximum of thirty-six (36) residential dwellings and for minor and accessory purposes incidental thereto and for no other purposes whatsoever.
17. 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.
18. 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.
19. 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.
20. 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.
21. 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.
22. 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

23. 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.
24. 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.
25. 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.
26. 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.
27. 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.

Indemnification

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

29. 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 **KV Properties Ltd.**, 1 Magnolia Lane, PO Box 100, Rothesay, NB, E2E 3L2 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

30. 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

31. 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.

32. Notwithstanding the preceding paragraph (31) 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.
33. 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

34. 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.
35. 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

36. 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

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

Severability

38. If any paragraph or part of this agreement is found to be 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

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

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

IN WITNESS 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 _____, 2022.

Witness:

KV Properties Ltd.

Brett Taylor, Director

Rothesay

Witness:

Nancy E. Grant, Mayor

Witness:

Mary Jane E. Banks, Clerk

SCHEDULE A

PID: | 00242271, 30130348, 30020051, 30130355 (TO BE CONSOLIDATED)



"Not For Construction"

ISSUE	DESCRIPTION	DATE
01		

THESE DRAWINGS / RENDERINGS ARE THE INTELLECTUAL PROPERTY OF SPITFIRE DESIGN CO AND ALL COPYRIGHT IS RESERVED. NO USE MAY BE MADE OF THESE DRAWINGS / RENDERINGS (OR PART OF THEM) WITHOUT WRITTEN CONSENT FROM SPITFIRE DESIGN CO.

THIS DRAWING MAY NOT BE USED IN WHOLE OR IN PART FOR ANY PROJECT OTHER THAN THAT DESIGNATED HEREIN.

ANY CHANGES TO THIS DESIGN, PRIOR TO OR DURING CONSTRUCTION, MUST BE APPROVED BY THE ARCHITECT & ARCHITECTURAL DESIGNER.

ALL CONTRACTORS MUST CONFORM TO ALL REGULATIONS, MUNICIPAL AND PROVINCIAL BY-LAWS AND "THE NATIONAL BUILDING CODE OF CANADA".

ALL REQUIRED PERMITS MUST BE OBTAINED PRIOR TO ANY CONSTRUCTION.

Rev.#	Description	Date

Stamp:

Architectural Consultant:

Architectural Designer:

171 Lutz Street, Moncton, NB E1C 5E8
 Bus: (506) 855-3777 Cell: (506) 392-2777 eMail: denis@spitfiredesign.ca

Client: **KV PROPERTIES**

Project: **APARTMENT**
 95 Hampton Road Rothesay, Moncton

Drawing Title: **SITE PLAN**

Date: 30 Mar, 2022

Checked by: D.M.

Drawn by: E.C. Revision: -

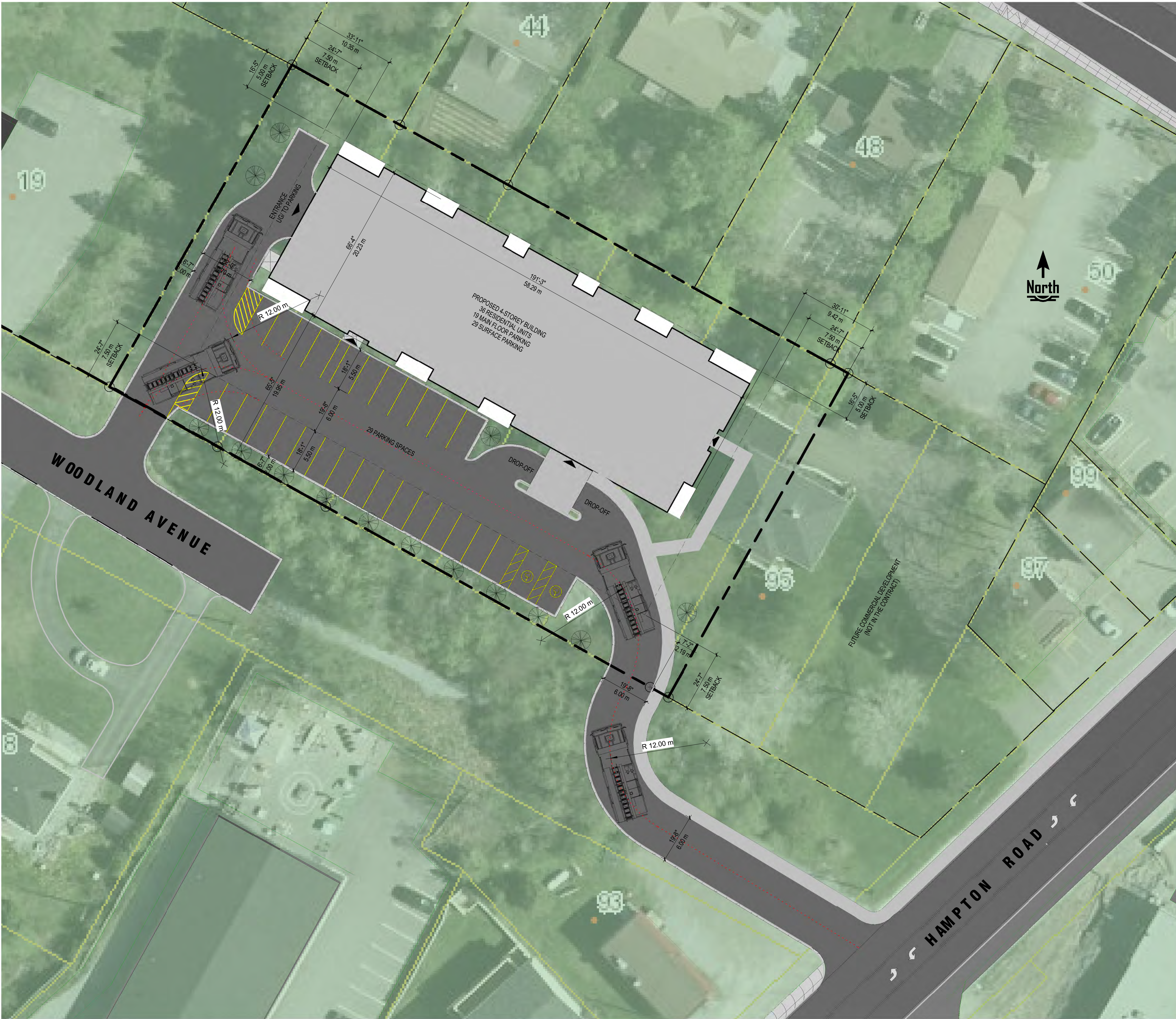
Scale: AS NOTED

Sheet: **A0.1** Flight no: 4405

SCHEMATIC SUMMARY	
LOT INFO	
PID	00242271.30130355.30020051
Physical Address	30130348.00242495.30130330
Lot Area	3601.20 Sqm
Current Zoning	R1B
Proposed Zoning	Multi-Unit Residential (R4)
Required Green Space	Min. of 30% Landscape Area
Proposed Green Space	1625.08 Sqm
PARKING	
Required Parking	47
Required Parking Ratio / Unit	1.3
Surface Parking	29
Main Floor Parking	17
Barrier Free Parking	4
Total Parking Spaces	48
Total Parking Ratio / Unit	1.33
BUILDING INFO	
Building Footprint	1106.19 sqm.
Storeys	4
Building Height	13m
Max Allowable Height	15m
Construction	Concrete
Total Residential Units	36
REQUIRED VARIANCE	
Variance 1	7.5m wide Driveway Aisle

SCHEMATIC SUMMARY
 1/2" = 1'-0"

Disclaimer: This preliminary schematic site plan is based on site information provided by the client, or found on a public domain. This site plan is a graphical representation which approximates the size, configuration and location of features. This plan is not intended to be used for legal descriptions or to calculate exact dimensions or areas. Several yet unknown factors may affect the functionality of this site plan, including existing topography, service easements, soil conditions, etc.



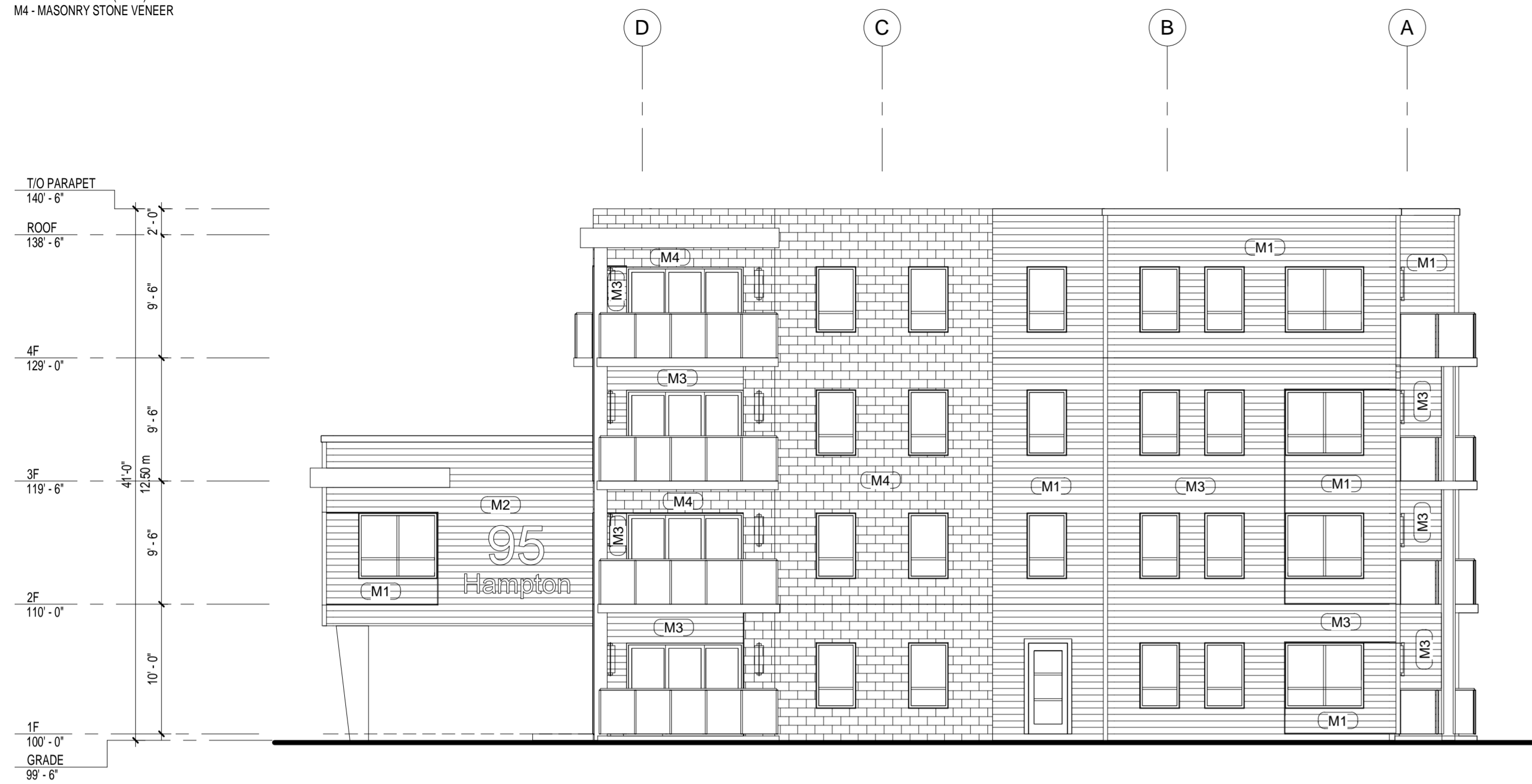
SITE PLAN
 3/64" = 1'-0"

MATERIALS:

EXACT MATERIAL COLORS AS PER OWNER

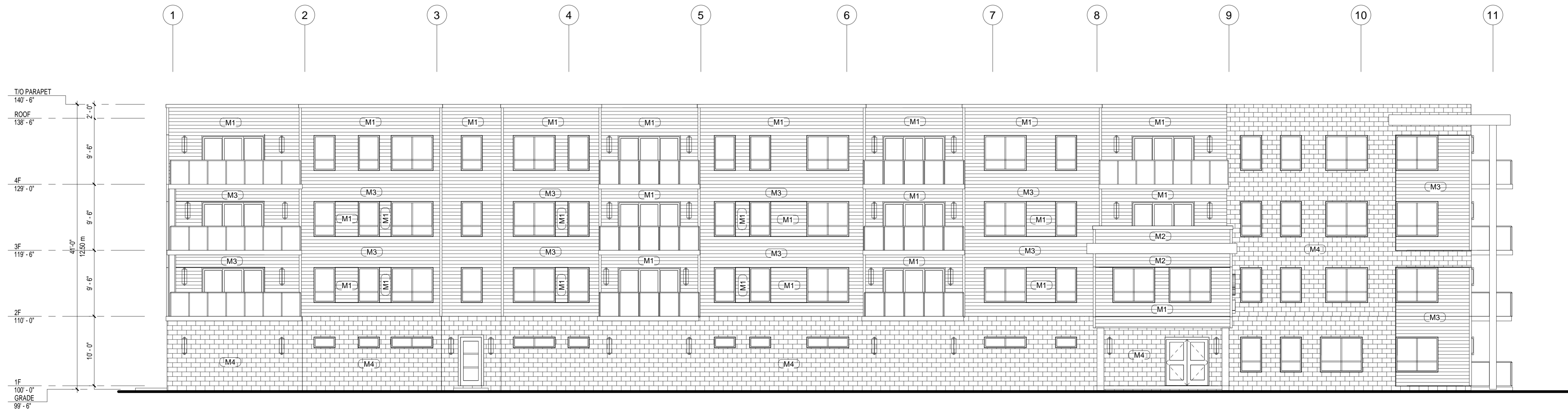
- M1 - HORIZONTAL METAL SIDING COLOR 1
- M2 - HORIZONTAL METAL SIDING COLOR 2
- M3 - METAL SIDING (TEAK)
- M4 - MASONRY STONE VENEER

2022May9OpenSessionFINAL_143



EAST ELEVATION

1/8" = 1'-0"



SOUTH ELEVATION

1/8" = 1'-0"

MATERIALS:

EXACT MATERIAL COLORS AS PER OWNER

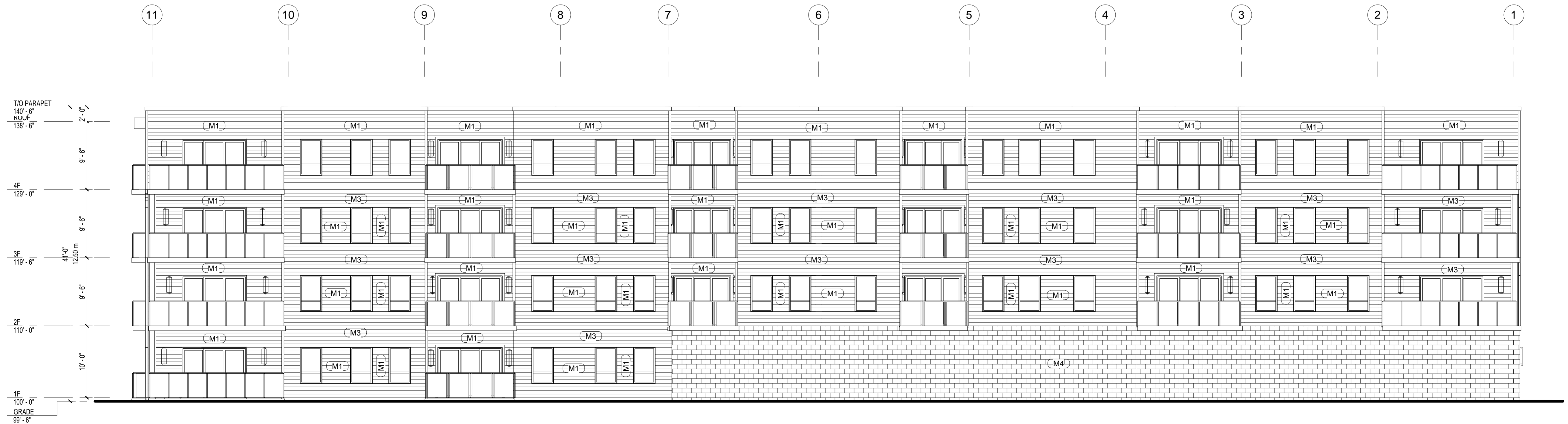
- M1 - HORIZONTAL METAL SIDING COLOR 1
- M2 - HORIZONTAL METAL SIDING COLOR 2
- M3 - METAL SIDING (TEAK)
- M4 - MASONRY STONE VENEER

2022May9OpenSessionFINAL_144



WEST ELEVATION

1/8" = 1'-0"



NORTH ELEVATION

1/8" = 1'-0"

Schedule D Landscape Plan
2022May9OpenSessionFINAL_145



A - Ornamental grass and shrubs



B - Trees

Schedule E Storm Water Management Plan

2022May9OpenSessionFINAL_146

Ref: 21292-StormwaterReview

January 27, 2022

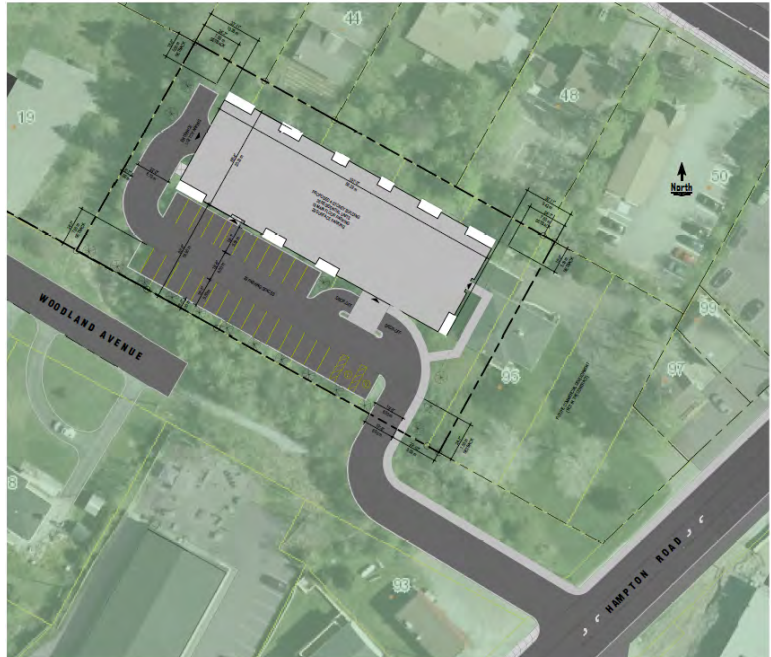
Mr. McLean,



Re: 95 Hampton Road - KV Properties- Stormwater Review

Don-More Surveys & Engineering Ltd. (Don-More) has been engaged to perform a high level review of a proposed development at the above address relative to a stormwater management strategy.

We have been provided with a revised conceptual site plan prepared by Spitfire Design Co. dated December 16, 2021 and this review is limited to details shown on this site plan.



Existing Site

The existing site can be characterised as a generally flat area with an existing single family residence in the front area and wooded area in the rear of the site. The existing site sheet drains north to the northern edge of the property away from Hampton Road.

There is a ditch/swale along the western side of Woodland Avenue which discharges to the northern edge of the site where it flows northeast along the rear of the site towards Clark Road and enters a piped storm network.

Stormwater Management Approach

The proposed site plan shows a new driveway leaving Hampton Road and entering the site, and a new building sitting on the northern portion of the site adjacent to the new parking area.

There is some discussion about the driveway changing to an extension of Woodland Avenue, but this would not change the overall approach to stormwater management.

The new site would be designed to perform stormwater management to limit peak flows to pre

development levels. Water draining from the parking areas would be directed to a Stormscepter to provide treatment of water quality. Below are preliminary design ideas for how this will be achieved.

The new building has a flat roof. We would plan to detain water on the roof of the building using flow controllers on the roof drains. Typically we design this system to pond the equivalent of 100mm of water in a 100 year event.

The new parking area would be designed to have a catch basin system which will collect the water and direct it to a Stormscepter, then discharge to the northern side of the property. The parking lot around the catch basins will be graded to create “ponds” at the catch basins and Inlet Control Devices (ICD’s) will be installed on the catch basins to limit peak flows into the piped system. This results in water ponding on the parking area in peak rain events.

Following detailed design and once modelling of these two approaches has been completed, if additional measures are required to reduce peak flows we would look at either a traditional stormwater management pond at the northwestern corner of the property, or underground storage under the parking areas.

Closing

We trust this is sufficient for your present needs. Please feel free to contact the undersigned at 506.636.2136 or at at@dmse.ca for any additional information or clarification.

Yours truly,

Don-More Surveys & Engineering Ltd.



Andrew Toole, NBLS, P.Eng.

Form 45

AFFIDAVIT OF CORPORATE EXECUTION

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

Deponent: MARY JANE E. BANKS

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

Office Held by Deponent: Clerk

Corporation: ROTHESAY

Other Officer Who Executed the Instrument: NANCY E. GRANT

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

Office Held by Other Officer Who Executed the Instrument: Mayor

Place of Execution: Rothesay, Province of New Brunswick.

Date of Execution: _____, 2022

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 Rothesay, and the signature "Mary Jane E. Banks" subscribed to the within instrument as Clerk is the signature of me and is in the proper handwriting of me, this deponent, and was hereto subscribed pursuant to resolution of the Council of the said Town to and for the uses and purposes therein expressed and contained;
8. The Seal affixed to the foregoing indenture is the official seal of the said Town and was so affixed by order of the Council of the said Town, to and for the uses and purposes therein expressed and contained;
9. That the instrument was executed at the place and on the date specified above;

DECLARED TO at town of
Rothesay, in the County of Kings,)
and Province of New Brunswick,)
This ___ day of _____, 2022)

BEFORE ME:)

Commissioner of Oaths)

MARY JANE E. BANKS



ROTHESAY MEMORANDUM



TO : Mayor and Council
FROM : Town Clerk Banks
DATE : 29 April 2022
RE : 145 Hampton Road Rezoning Application
43 unit / Mixed Use Commercial Apartment Building

RECOMMENDATION:

- Council give 1st Reading, by Title, to By-law 2-10-30, "A By-law to Amend the Zoning By-law"
- Council give 2nd Reading, by Title, to By-law 2-10-30, "A By-law to Amend the Zoning By-law"

BACKGROUND:

Please be advised the following motions were passed by the Planning Advisory Committee at its regular meeting on Monday, April 5, 2022:

MOVED by Council. Shea and seconded by Council. Mackay French the Planning Advisory Committee hereby recommends that Council enact By-law 2-10-30 to rezone land at 145 Hampton Road (PIDs 30266845, and 00243097) from Central Commercial to the Multi-Unit Residential Zone [R4] for a 43-unit / mixed use commercial apartment building, subject to the execution of a Development Agreement.

CARRIED.

MOVED by Council. Shea and seconded by Council. Mackay French the Planning Advisory Committee recommends that Council authorize the Mayor and Clerk to enter into an agreement, to allow for the development of a 43-unit / mixed use commercial apartment building at 145 Hampton Road (PIDs 30266845, and 00243097).

CARRIED.



**BY-LAW 2-10-30
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 “2-10-30”.

The purpose of the amendment is to rezone land located at 145 Hampton Road from Central Commercial to the Multi-Unit Residential Zone [R4] for a mixed used commercial and residential apartment building 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 :

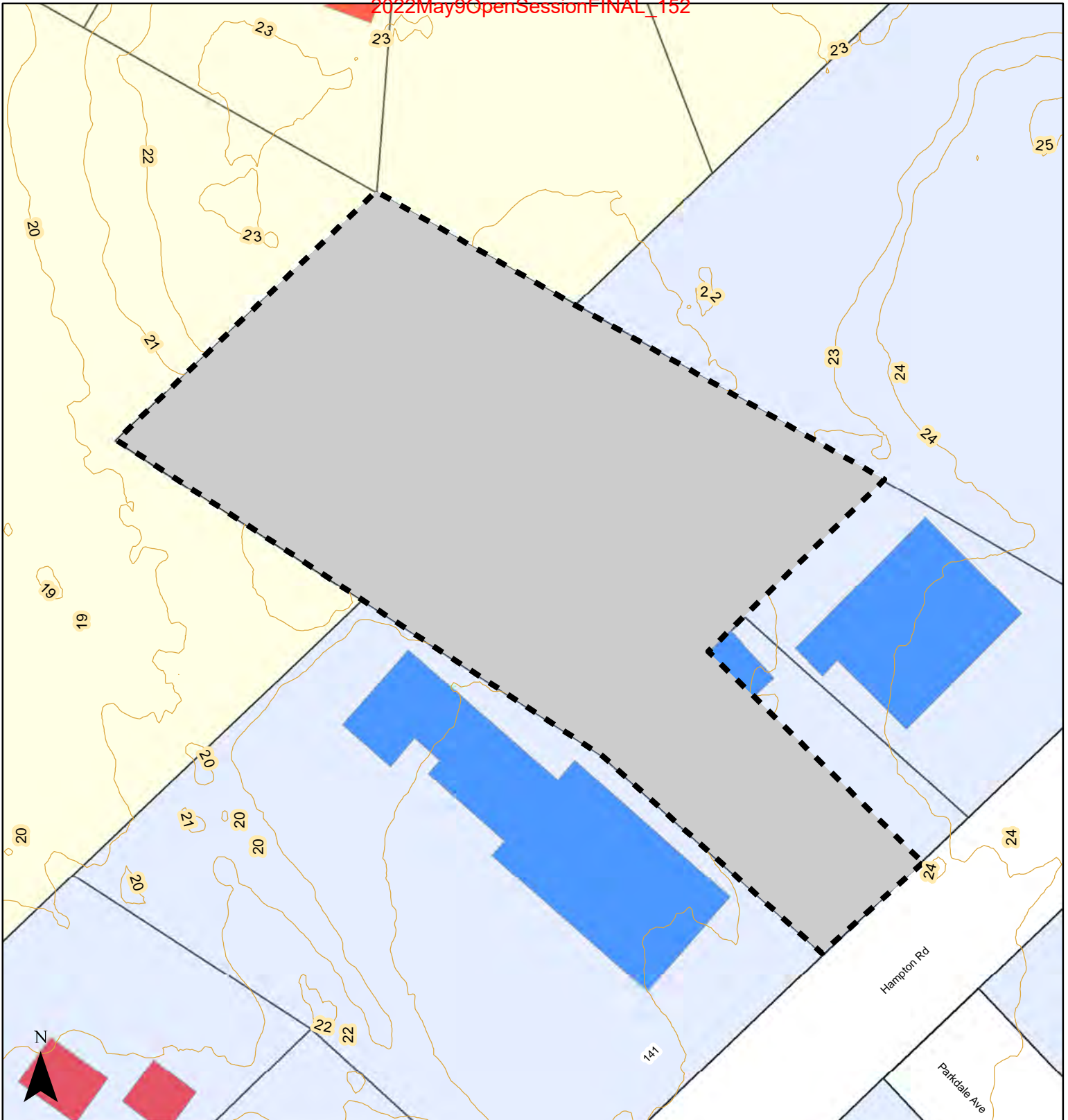
MAYOR

CLERK

Attachment By-Law 2-10-30

PIDs 00243097 & 30266845

2022May9OpenSessionFINAL_152



2022-02-18, 11:16:20 AM

Property Boundary


 Property Boundary

Buildings

 Commercial

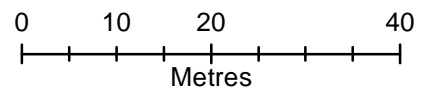
 Residential

Zoning

 CC

 R1B

1:800



The Town of Rothesay does not warrant the accuracy or completeness of the information, text, graphics, links or other items contained within the material

Rothesay

DEVELOPMENT AGREEMENT

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

Parcel Identifier of Parcels Burdened by Agreement: 30266845, 00243097
(to be reconfigured / consolidated)

Owner of Land Parcels: **Propertystar Inc.**
11 Elliot Road
Quispamsis, NB
E2G 2B5 (Hereinafter called the "Developer")

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

a body corporate under and by virtue of the Local Governance Act, RSNB 2017, Chapter 18, located in the County of Kings and Province of New Brunswick

WHEREAS the Developer is the registered owner of certain lands located at 145 Hampton Road (PIDs 30266845, 00243097) and which said lands are more particularly described in Schedule A hereto (hereinafter called the "Lands");

AND WHEREAS the Developer is now desirous of entering into an development agreement to allow for the development of a forty-three (43) unit apartment building with ground floor commercial space on the Lands as described in Schedules A through D. (herein after called the "Project")

AND WHEREAS Rothesay Council did, on **INSERT DATE**, authorize the Mayor and Clerk to enter into a Development Agreement with **PROPERTYSTAR INC.** to develop a mixed use commercial residential apartment building 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 area of ground floor commercial use space shall not exceed 486 square meters and that the total number of residential units situated on the Lands shall not exceed forty-three (43) apartment units and the.

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 Rothesay 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.

Architectural Guidelines

5. 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.
 - c. The use of commercial fascia signage shall be prohibited; and
 - d. Awning signs, under awning signs, and projecting signs shall be the permitted forms of signage as specified in Rothesay's Signage By-law, as amended from time to time.

Storm Water

6. 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
7. 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.
8. 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 without attenuation directly to the Town's storm water or sanitary collection system.
9. The Developer agrees to provide to the Town Engineer written certification of a Professional Engineer, licensed to practice in New Brunswick that the storm water system has been satisfactorily completed and constructed in accordance with the Town specifications.

Sidewalks

10. The Developer shall carry out and pay for the entire actual cost of a sidewalk and associated barrier curbing as required to comply with Town standards extending the sidewalk from the proposed building to the Hampton Road, subject to inspection and approval by Rothesay's Engineer:

Water Supply

11. 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.

12. The Town agrees to supply potable water for the purposes and for those purposes only for ground floor commercial uses not exceeding 486 square meters and a total number forty-three (43) two-bedroom apartment units and for minor and accessory purposes incidental thereto and for no other purposes whatsoever.
13. 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.
14. 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.
15. 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.
16. 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.
17. 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.
18. 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

19. 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.
20. 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.
21. 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.
22. 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.
23. 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

24. 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.
25. 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

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

27. 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 **Propertystar Inc.**, 11 Elliot Road, Quispamsis, NB, E2G 2B5 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

28. 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

29. 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.
30. Notwithstanding the preceding paragraph (29) 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.
31. 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

32. 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.
33. 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

34. 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

35. 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

36. 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

37. 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 _____, 2022.

Witness:

Propertystar Inc.

Mark Hatfield, Director

Rothesay

Witness:

Nancy E. Grant, Mayor

Witness:

Mary Jane E. Banks, Clerk

SCHEDULE A

PID: | **30266845, 00243097**
(PIDS TO BE RECONFIGURED / CONSOLIDATED)

Form 45

AFFIDAVIT OF CORPORATE EXECUTION

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

Deponent: Mark Hatfield
11 Elliot Road
Quispamsis, NB
E2G 2B5

Office Held by Deponent: Director

Corporation: PROPERTYSTAR INC.

Place of Execution: Rothesay, Province of New Brunswick.

Date of Execution: _____, 2022

I, MARK HATFIELD, the deponent, make oath and say:

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

DECLARED TO at Rothesay,
in the County of Kings,
and Province of New Brunswick,
This ___ day of _____, 2022

BEFORE ME:

Commissioner of Oaths

MARK HATFIELD

Form 45

AFFIDAVIT OF CORPORATE EXECUTION

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

Deponent: MARY JANE E. BANKS

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

Office Held by Deponent: Clerk

Corporation: ROTHESAY

Other Officer Who Executed the Instrument: NANCY E. GRANT

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

Office Held by Other Officer Who Executed the Instrument: Mayor

Place of Execution: Rothesay, Province of New Brunswick.

Date of Execution: _____, 2022

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 Rothesay, and the signature "Mary Jane E. Banks" subscribed to the within instrument as Clerk is the signature of me and is in the proper handwriting of me, this deponent, and was hereto subscribed pursuant to resolution of the Council of the said Town to and for the uses and purposes therein expressed and contained;
8. The Seal affixed to the foregoing indenture is the official seal of the said Town and was so affixed by order of the Council of the said Town, to and for the uses and purposes therein expressed and contained;
9. That the instrument was executed at the place and on the date specified above;

DECLARED TO at town of
Rothesay, in the County of Kings,
and Province of New Brunswick,
This ___ day of _____, 2022

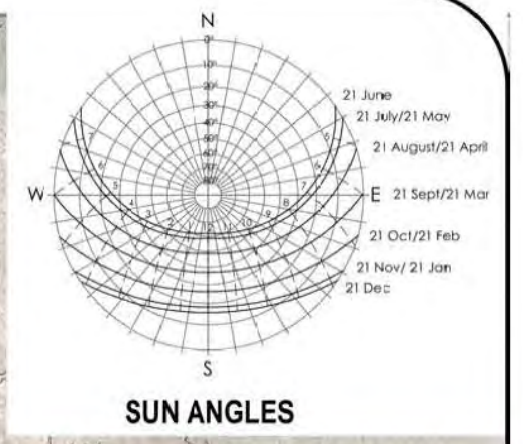
BEFORE ME:

Commissioner of Oaths

MARY JANE E. BANKS

PROPERTYS TARR 145 R O T H E S A Y , N E W B R U N S W I C K R O T H E S A Y , N E W B R U N S W I C K

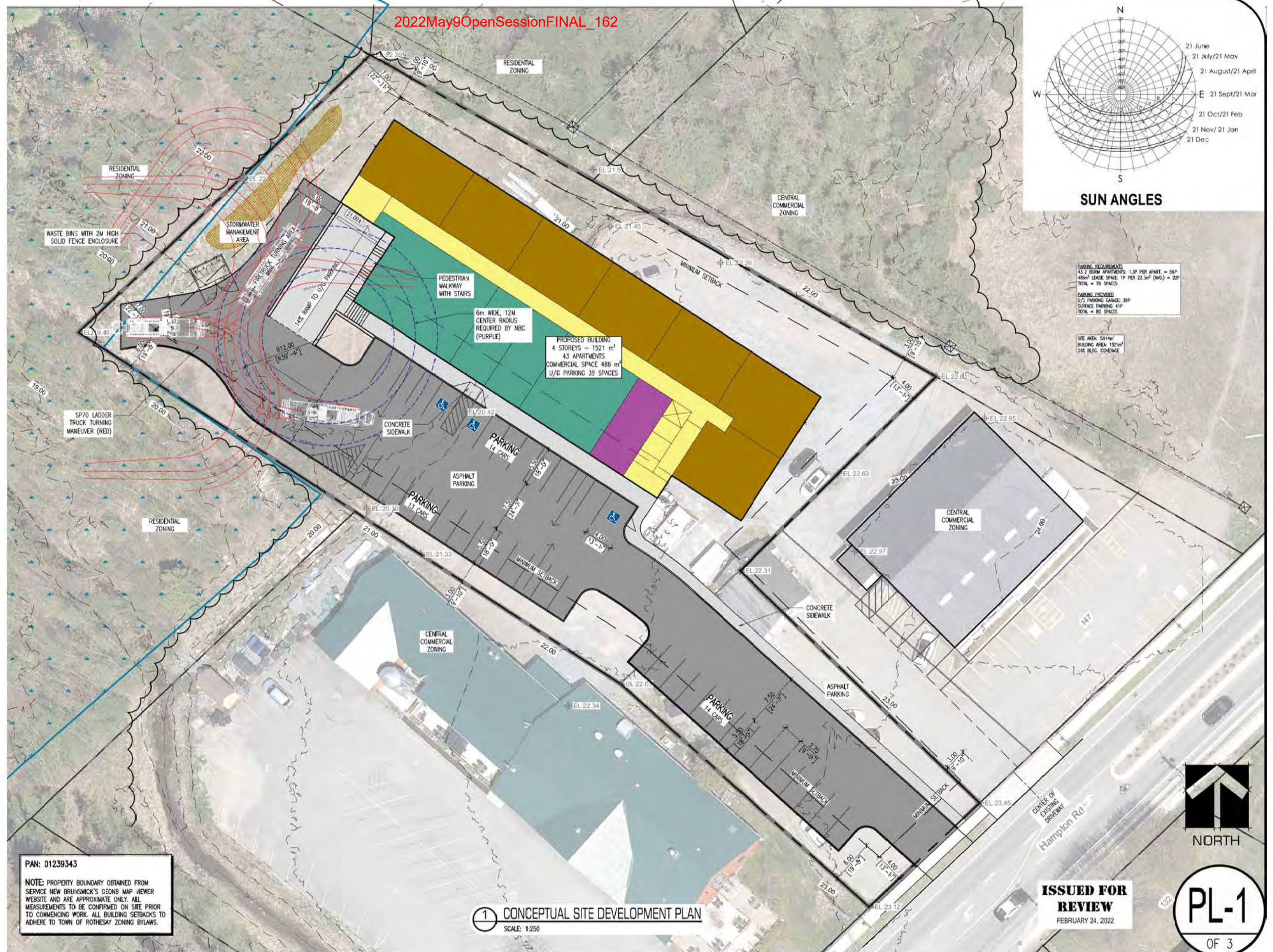
2022May9OpenSessionFINAL_162



PARKING REQUIREMENTS
43 2 BEDRM APARTMENTS 1.30 PER APART. = 56P
480m² LEASE SPACE 1P PER 22.5m² (AVG.) = 22P
TOTAL = 78 SPACES

PARKING PROVIDED
1/2 PARKING GARAGE 39P
SURFACE PARKING 41P
TOTAL = 80 SPACES

SITE AREA 5014m²
BUILDING AREA 1521m²
NET BLDG. COVERAGE



Polyline Designs Inc.
RESIDENTIAL / COMMERCIAL BUILDING DESIGN
SITE AND LANDSCAPE DESIGN
ARCHITECTURAL SUPPORT TECHNOLOGY
DRAFTING and GRAPHIC SERVICES

MONCTON OFFICE: 205 LESLIE STREET, MONCTON, NB E1C 6M7
T: 506.850.3630 • E: melissa@polylinedesigns.ca

SUSSEX OFFICE: 437 PICADILLY ROAD, PICADILLY, NB E4E 5J7
T: 506.434.1157 • E: kelly@polylinedesigns.ca
WWW.POLYLINEDESIGNS.CA

PAN: 01239343

NOTE: PROPERTY BOUNDARY OBTAINED FROM SERVICE NEW BRUNSWICK'S GEONB MAP VIEWER WEBSITE AND ARE APPROXIMATE ONLY. ALL MEASUREMENTS TO BE CONFIRMED ON SITE PRIOR TO COMMENCING WORK. ALL BUILDING SETBACKS TO ADHERE TO TOWN OF ROTHEASY ZONING BYLAWS.

1 CONCEPTUAL SITE DEVELOPMENT PLAN
SCALE: 1:250

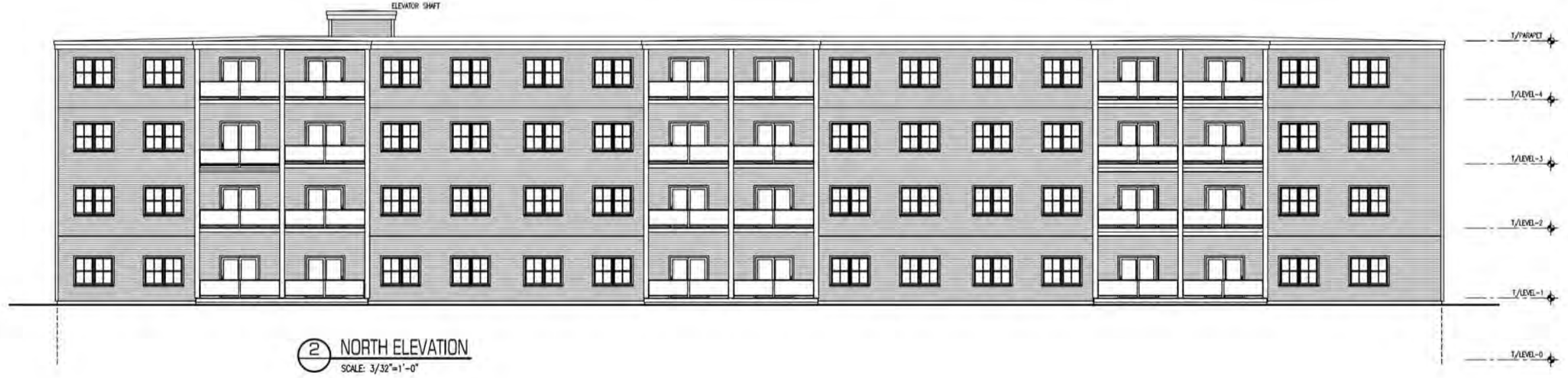
ISSUED FOR REVIEW
FEBRUARY 24, 2022



PL-1
OF 3

PROPERTY STAIR 145
 145 HAMPTON ROAD
 145 THESA Y, NEW BRUNSWICK

2022May9OpenSessionFINAL_163



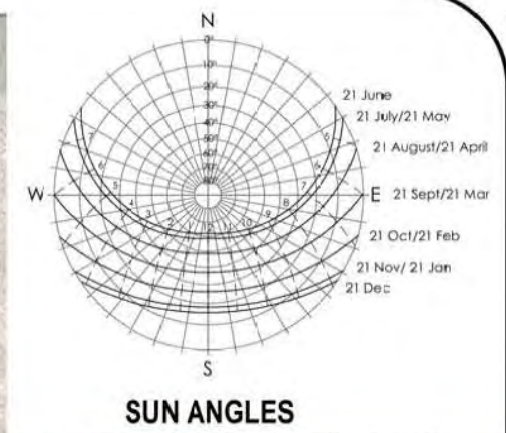
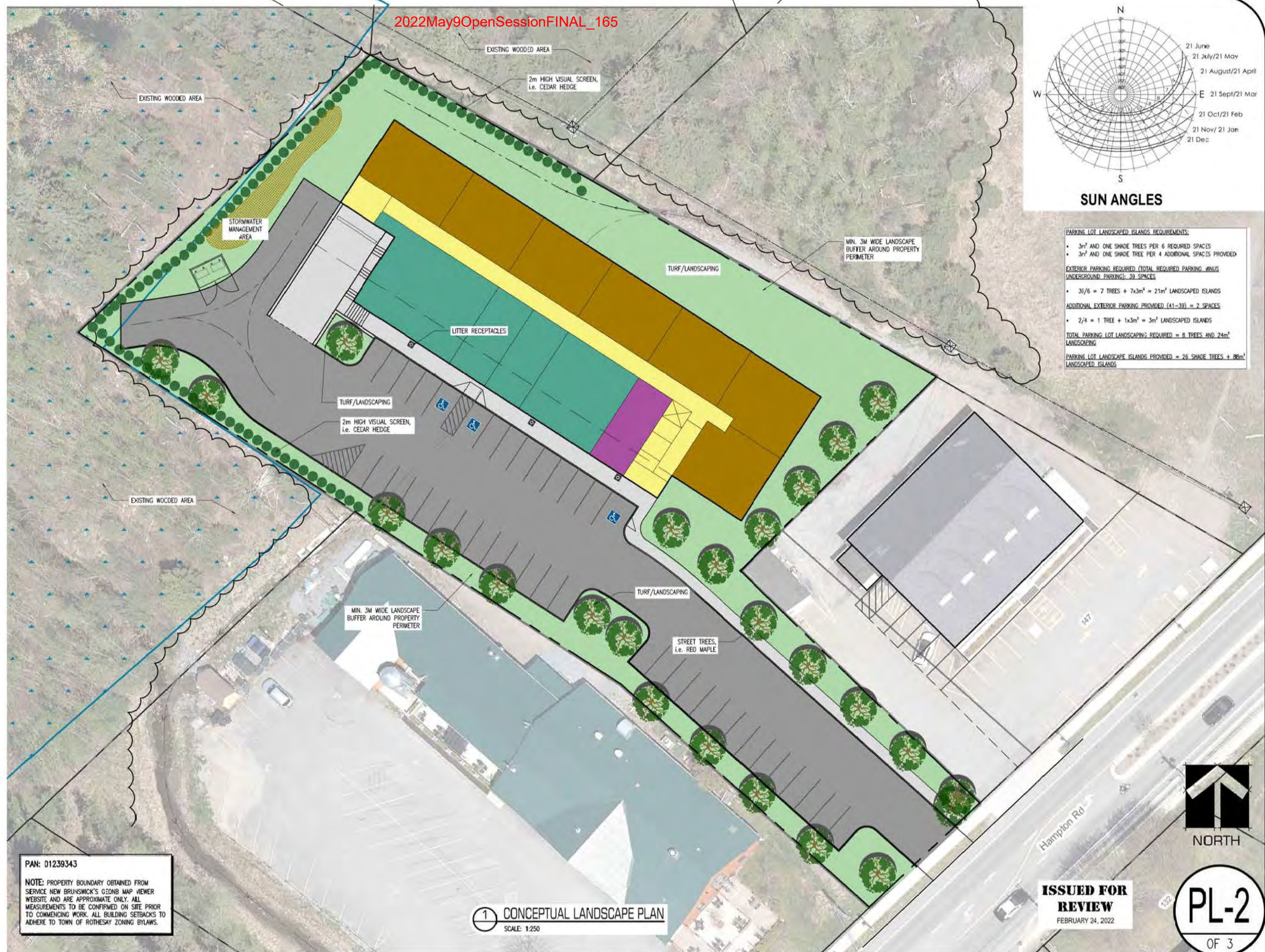
ISSUED FOR
 PAC SUBMISSION
 JANUARY 14, 2022

Polyline Designs INC.
 RESIDENTIAL / COMMERCIAL BUILDING DESIGN
 SITE AND LANDSCAPE DESIGN
 ARCHITECTURAL SUPPORT TECHNOLOGY
 DRAFTING and GRAPHIC SERVICES

MONCTON OFFICE: 205 LESLIE STREET, MONCTON, NB E1C 6M7
 T: 506.850.2630 • E: melissa@polylinedesigns.ca
 SUSSSEX OFFICE: 437 PICADILLY ROAD, PICADILLY, NB E4E 5J7
 T: 506.434.1197 • E: kelly@polylinedesigns.ca
 WWW.POLYLINEDESIGNS.CA

PROPERTYS 145 145 HAMPTON TURNERSWICK ROTHESAY, NEW BRUNSWICK

2022May9OpenSessionFINAL_165



PARKING LOT LANDSCAPED ISLANDS REQUIREMENTS:

- 3m² AND ONE SHADE TREE PER 6 REQUIRED SPACES
- 3m² AND ONE SHADE TREE PER 4 ADDITIONAL SPACES PROVIDED

EXTERIOR PARKING REQUIRED (TOTAL REQUIRED PARKING MINUS UNDERGROUND PARKING) = 39 SPACES

- 3m²/6 = 7 TREES + 7x3m² = 21m² LANDSCAPED ISLANDS

ADDITIONAL EXTERIOR PARKING PROVIDED (41-39) = 2 SPACES

- 2/4 = 1 TREE + 1x3m² = 3m² LANDSCAPED ISLANDS

TOTAL PARKING LOT LANDSCAPING REQUIRED = 8 TREES AND 24m² LANDSCAPING

PARKING LOT LANDSCAPE ISLANDS PROVIDED = 26 SHADE TREES + 88m² LANDSCAPED ISLANDS

Polyline Designs Inc.
RESIDENTIAL / COMMERCIAL BUILDING DESIGN
SITE AND LANDSCAPE DESIGN
ARCHITECTURAL SUPPORT TECHNOLOGY
DRAFTING and GRAPHIC SERVICES

MONCTON OFFICE: 205 LESLIE STREET, MONCTON, NB E1C 6M7
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T: 506.434.1157 • E: kelly@polylinedesigns.ca

WWW.POLYLINEDESIGNS.CA

PAN: 01239343

NOTE: PROPERTY BOUNDARY OBTAINED FROM SERVICE NEW BRUNSWICK'S GEONB MAP VIEWER WEBSITE AND ARE APPROXIMATE ONLY. ALL MEASUREMENTS TO BE CONFIRMED ON SITE PRIOR TO COMMENCING WORK. ALL BUILDING SETBACKS TO ADHERE TO TOWN OF ROTHESAY ZONING BYLAWS.

1 CONCEPTUAL LANDSCAPE PLAN
SCALE: 1:250

ISSUED FOR REVIEW
FEBRUARY 24, 2022



PL-2
OF 3

Ref: 21358-StormwaterReview

January 14, 2022

Mr. McLean,

Re: 145 Hampton Road - Homestar - Stormwater Review

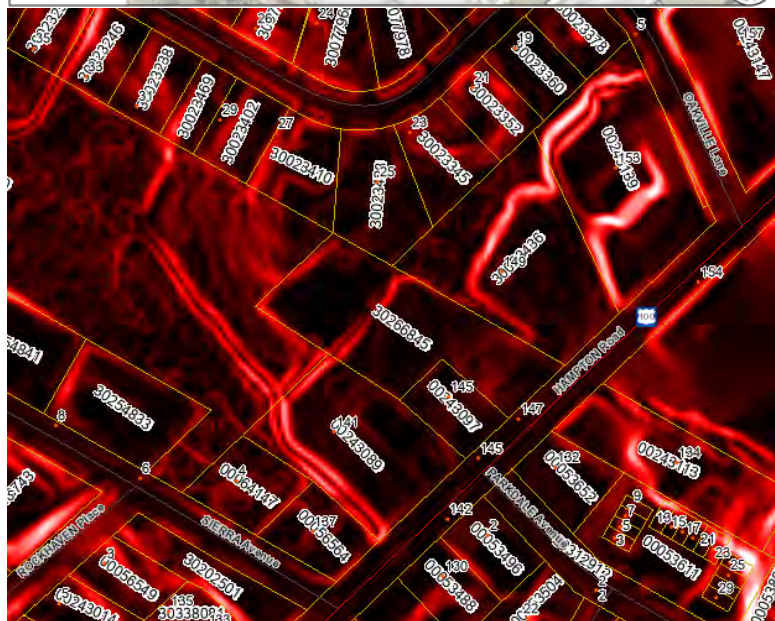
Don-More Surveys & Engineering Ltd. (Don-More) has been engaged to perform a high level review of a proposed development at the above address relative to a stormwater management strategy.

We have been provided with a revised conceptual site plan prepared by Polyline Designs dated January 13, 2022 and this review is limited to details shown on this site plan.



Existing Site

The existing site can be characterised as a generally flat area with two existing buildings. The front area of the site is an asphalt parking area. The rear portion of the site is gravel. The rear area is bisected by a drainage channel flowing southwest from the vacant property at 149 Hampton Road. This drainage channel connects with a larger channel flowing northwest along the southern side of 141 Hampton Road and the combined channel flows northwest into an existing wetland area which eventually drains into Salmon Creek.



Stormwater Management Approach

The proposed site plan shows the new building sitting on the northern portion of the site and

lying on top of the existing drainage channel. This channel would need to be rerouted along the northern and western sides of the new building.

The new site would be designed to perform stormwater management to limit peak flows to pre development levels. Water draining from the parking areas would be directed to a Stormscepter to provide treatment of water quality. Below are preliminary design ideas for how this will be achieved.

The new building has a flat roof. We would plan to detain water on the roof of the building using flow controllers on the roof drains. Typically we design this system to pond the equivalent of 100mm of water in a 100 year event.

The new parking area would be designed to have a catch basin system which will collect the water and direct it to a Stormscepter, then discharge to the western corner of the property. The parking lot around the catch basins will be graded to create "ponds" at the catch basins and Inlet Control Devices (ICD's) will be installed on the catch basins to limit peak flows into the piped system. This results in water ponding on the parking area in peak rain events.

Following detailed design and once modelling of these two approaches has been completed, if additional measures are required to reduce peak flows we would look at either a traditional stormwater management pond at the western corner of the property, or underground storage under the parking areas.

Closing

We trust this is sufficient for your present needs. Please feel free to contact the undersigned at 506.636.2136 or at at@dmse.ca for any additional information or clarification.

Yours truly,

Don-More Surveys & Engineering Ltd.

Andrew Toole

Andrew Toole, NBLs, P.Eng.



ROTHESAY MEMORANDUM



TO : Mayor and Council
FROM : Town Clerk Banks
DATE : 29 April 2022
RE : Highland Avenue/Hillcrest Drive Rezoning
40-unit Apartment Building and 2 Single Family homes

RECOMMENDATION:

- Council give 1st Reading, by Title, to By-law 2-10-31, "A By-law to Amend the Zoning By-law"
- Council give 2nd Reading, by Title, to By-law 2-10-31, "A By-law to Amend the Zoning By-law"

BACKGROUND:

Please be advised the following motions were passed by the Planning Advisory Committee at its regular meeting on Monday, April 5, 2022:

MOVED by Counc. Mackay French and seconded by Counc. Shea the Planning Advisory Committee hereby recommends that Council enact By-law 2-10-31 to rezone land off Highland Avenue and Hillcrest Drive (PIDs 00444885, 00444877, 30346308, 30187629) from the R1A zone to the [R4] Multi-Unit Residential Zone subject to the execution of a Development Agreement.

NAY votes recorded from E. Gillis and M. Graham.

CARRIED.

MOVED by Counc. Mackay French and seconded by Counc. Shea the Planning Advisory Committee recommends that Council authorize the Mayor and Clerk to enter into an agreement, to allow for the development of a 40-unit apartment building and 2 single family homes at Highland Avenue and Hillcrest Drive (PIDs 00444885, 00444877, 30346308, 30187629).

NAY votes recorded from E. Gillis and M. Graham.

CARRIED.



**BY-LAW 2-10-31
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 “2-10-31”.

The purpose of the amendment is to rezone land off Highland Avenue and Hillcrest Drive from Single Family Residential – Large Serviced Zone [R1a] to the Multi-Unit Residential Zone [R4] 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 :

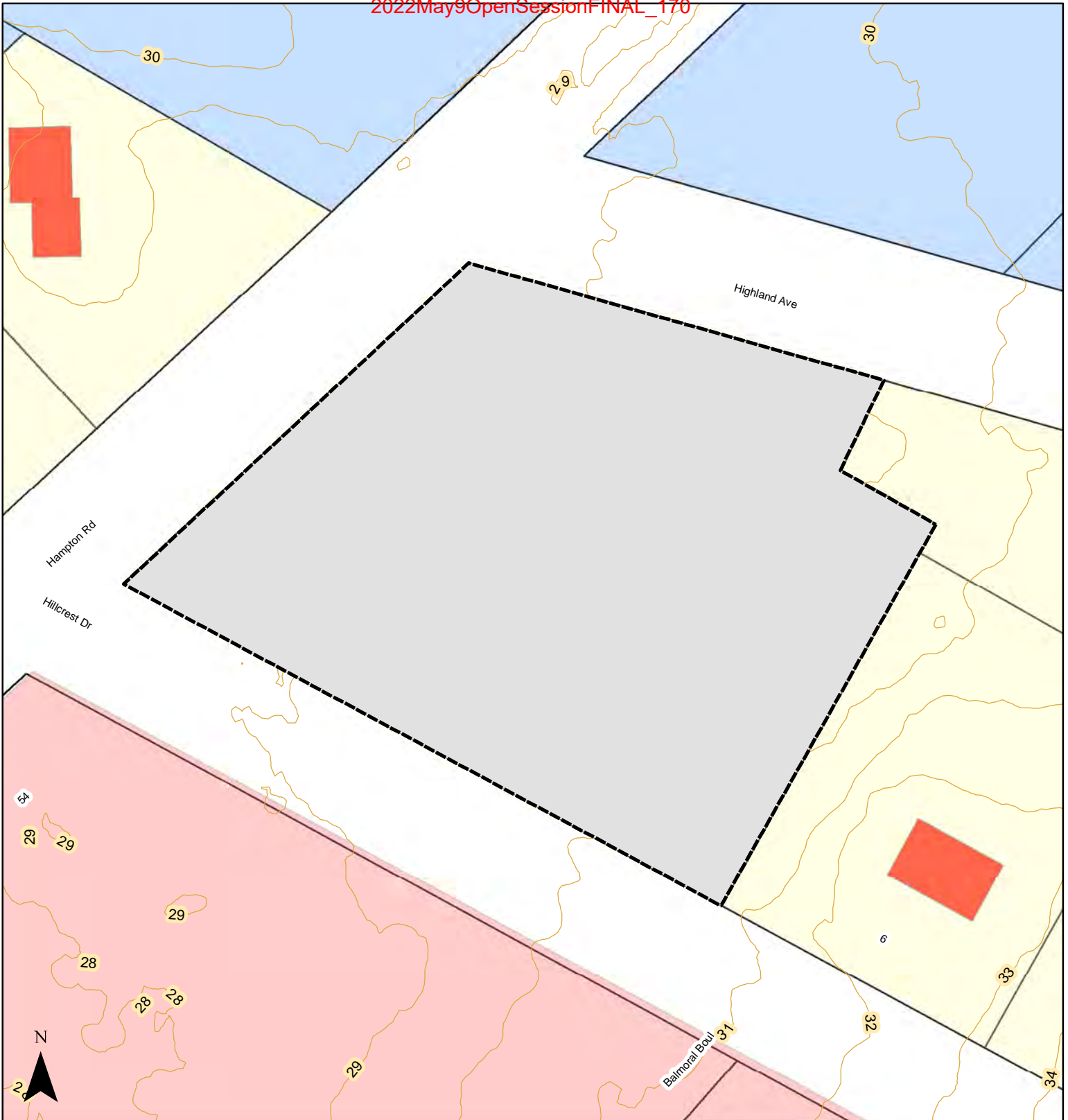
MAYOR

CLERK

Attachment - Bylaw 2-10-31


PIDs 00444877, 30346308, 30187629, 00444885

2022May9OpenSessionFINAL_170



2022-02-18, 11:10:02 AM


Property Boundary

 Property Boundary

Buildings

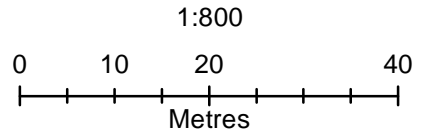
 Residential

Zoning

 INSma

 R1A

 R4



The Town of Rothesay does not warrant the accuracy or completeness of the information, text, graphics, links or other items contained within the material

Rothesay

DEVELOPMENT AGREEMENT

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

Parcel Identifier of Parcel Burdened by Agreement: 00444885, 00444877, 30346308, 30187629
(to be consolidated)

Owner of Land Parcels: **Bespoke Suites Inc.**
76 Highland Avenue
Rothesay, New Brunswick
E2E 5N9 (Hereinafter called the "Developer")

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

a body corporate under and by virtue of the Local Governance Act, RSNB 2017, 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 Hillcrest Drive and Highland Avenue (PIDs 00444885, 00444877, 30346308, 30187629) 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 a development agreement to allow for the development of a forty-one (41) unit Multi-Unit Residential building with underground parking on the Lands as described in Schedules B through D. (herein after called the "Project")

AND WHEREAS Rothesay Council did, on **INSERT DATE**, authorize the Mayor and Clerk to enter into a Development Agreement with Bespoke Suites Inc. to develop a multi-unit residential apartment building 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 number of residential units situated on the Lands shall not exceed forty-three (43) residential units comprised of forty-one (41) Multi-Unit Residential Units and two (2) single-family homes.

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 Building
 - 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 Rothesay 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.

Housing Allocation

5. The Town and the Developer agree that prior to Occupancy the parties SHALL enter into a Memorandum of Understanding (MOU) regarding the preference for residents of the Affordable Housing Units and Universal Design Barrier-Free Units that reflects a mutual commitment to housing low to moderate income people and persons with disabilities. The intent will be to have a mechanism where the preference for low to moderate income people and persons with disabilities is enabled for the Affordable Housing Units and Universal Design Barrier-Free Units. Under no circumstances, will the Developer be limited to marketing the units to the general public for occupancy. This MOU would govern if the proposed project were not under the jurisdiction of a CMHC financing program that supports affordable housing or a provincial program for affordable housing.

Net Zero Units

6. The Developer agrees to size, engineer, and develop **four (4)** planned occupied Net Zero units in compliance with the EnerGuide rating system or an equivalent rating system for units in a multi-unit residential building by the Canadian Home Builders Association, NB Power, or recognized program of Natural Resources of Canada.

~~The Developer agrees that a minimum of two of the units must be planned occupied units. A Planned Occupied unit is a liveable unit. A non-Planned Occupied unit would include a social room or fitness room.~~

7. The Developer agrees that the Net Zero units cannot be an Affordable Housing Unit or a Universal Design Barrier-Free Unit.

Affordable Housing Units

8. 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 **six (6)** affordable rental housing units. The affordable housing units are to be 2 (two) bedroom units constructed with similar finishes for flooring, trim, bathrooms, paint and kitchen cabinets as the market rate housing 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. Alternatively, if the two existing single-family homes are to be affordable, the rent will be established at 10% below market rent established by a qualified appraiser.
9. The Developer further agrees that once the base rents for the Affordable Housing 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.
10. 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
11. The Developer agrees to bear all costs associated with the annual audit or legal affidavit referenced in the preceding paragraph **(10)** above and to fully cooperate with Rothesay relating to such audit monitoring and evaluation
12. 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 **(9 to 11)** or any other violation of any material term of the affordability principles shall constitute a default under this Agreement.

13. 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 10. The Developer agrees to pay interest on any balance in arrears at the rate of 1.25% percent per month compounded monthly.
14. 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. For clarity, this includes CMHC financing that supports affordable housing. Where no such program is in effect, this agreement shall prevail.
15. 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.

Universal Design Barrier-Free Units

16. The Developer agrees to construct **two (2)** Universal Design Barrier Free units utilizing Universal Design principles to achieve an accessible barrier-free standard to the satisfaction of the Development Officer in consultation with the Town's Building Inspector.
17. The Developer agrees that the building occupancy permit shall not be granted by Rothesay until the requirements set out in the preceding paragraph above **(16)** are substantially completed and approved by Rothesay.

Architectural Guidelines

16. 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.

Storm Water

17. 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,
 - b. topsoil and hydro-seeding of shoulders of roadways.
18. 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.

19. 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.
20. The Developer agrees to provide to the Town Engineer written certification of a Professional Engineer, licensed to practice in New Brunswick that the storm water system has been satisfactorily completed and constructed in accordance with the Town specifications.

Water Supply

21. 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.
22. The Town agrees to supply potable water for the purposes and for those purposes only for a maximum of forty-three (43) residential dwellings and for minor and accessory purposes incidental thereto and for no other purposes whatsoever.
23. 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.
24. 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.
25. 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.
26. 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.
27. 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.
28. The Developer agrees to provide, prior to the occupation of any buildings or portions thereof, written certification of a Professional Engineer, licensed to practice in New Brunswick that the connection of service laterals and the connection to the existing Town water system have been satisfactorily completed and constructed in accordance with the Town specifications.

Sanitary Sewer

29. 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.
30. 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.

31. 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.
32. 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.
33. The Developer agrees that all connections to the Town sanitary sewer system shall be supervised by the Developer's engineer and inspected by the Town Engineer or such other person as is designated by the Town prior to backfilling and shall occur at the sole expense of the Developer.

Retaining Walls

34. 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.
35. 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

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

37. 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 **Bespoke Suites Inc.**, 76 Highland Ave, 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

38. 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

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

Developer if the specific proposal has not commenced construction 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.

40. Notwithstanding paragraph **39**, 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.
41. 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

42. 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.
43. 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

44. 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

45. 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

46. 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

47. 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 _____, 2022.

Witness:

Bespoke Suites Inc.

Luke Moffett, Director

Sean Hall, Director

Witness:

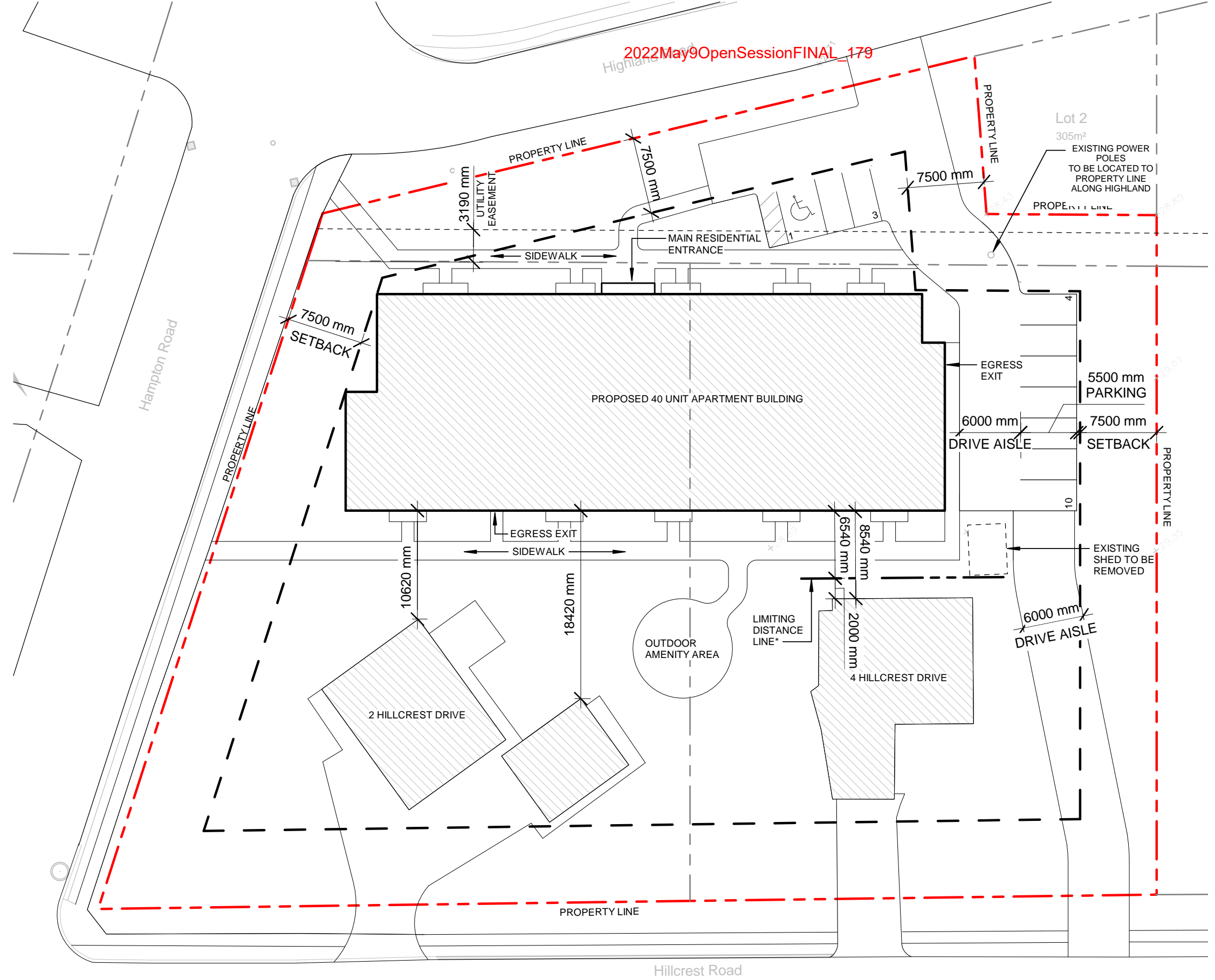
Rothesay:

Nancy E. Grant, Mayor

Mary Jane E. Banks, Clerk

SCHEDULE A

PID: | **00444885, 00444877, 30346308, 30187629**
(TO BE CONSOLIDATED)



1

LEGEND

PROPERTY LINE (EXISTING)	---
PROPERTY LINE (CONSOLIDATED)	- - - -
SETBACKS	---
UTILITY EASEMENT	- - - -
LIMITING DISTANCE LINE	---

*ESTABLISHED FROM SITE MEASUREMENTS OF THE EXPOSED BUILDING FACE AT 4 HILLCREST DRIVE TAKEN ON JUNE 14, 2021. DISTANCE TO THE PROPOSED BUILDING EXCEEDS REQUIRED LIMITING DISTANCE PER NBC 3.2.3.1.



CLIENT
LUKE MOFFETT

PROJECT
40 UNIT APARTMENT BUILDING
Rothesay, NB

DRAWING
SITE PLAN

PROJECT NO. **21-079** SCHEDULE
DRAWN BY: AS
ISSUED FOR DA
DATE: October 18, 2021
C5

EXTERIOR MATERIALS LEGEND	
1	METAL GUARD
2	ALUMINUM FRAMED GLASS GUARD
3	PATIO DOOR
4	PVC WINDOW
5	ALUMINUM CURTAIN WALL SYSTEM
6	MASONRY VENEER
7	PREFINISHED CLADDING TYPE I
8	PREFINISHED CLADDING TYPE II
9	PREFINISHED CLADDING TYPE III
10	METAL ROOF

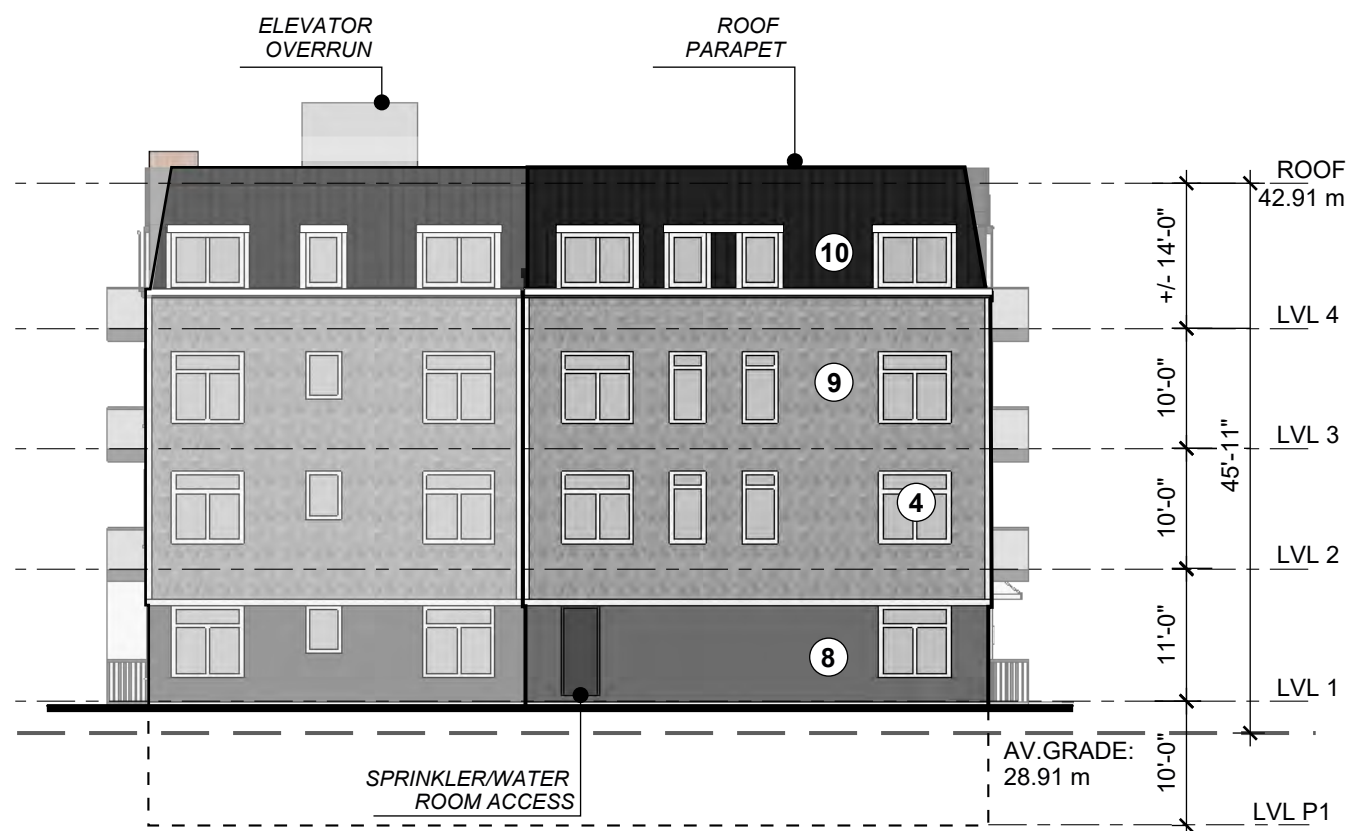
NOTE:
CLADDING TO BE NON-COMBUSTIBLE, NON-VINYL TYPE.



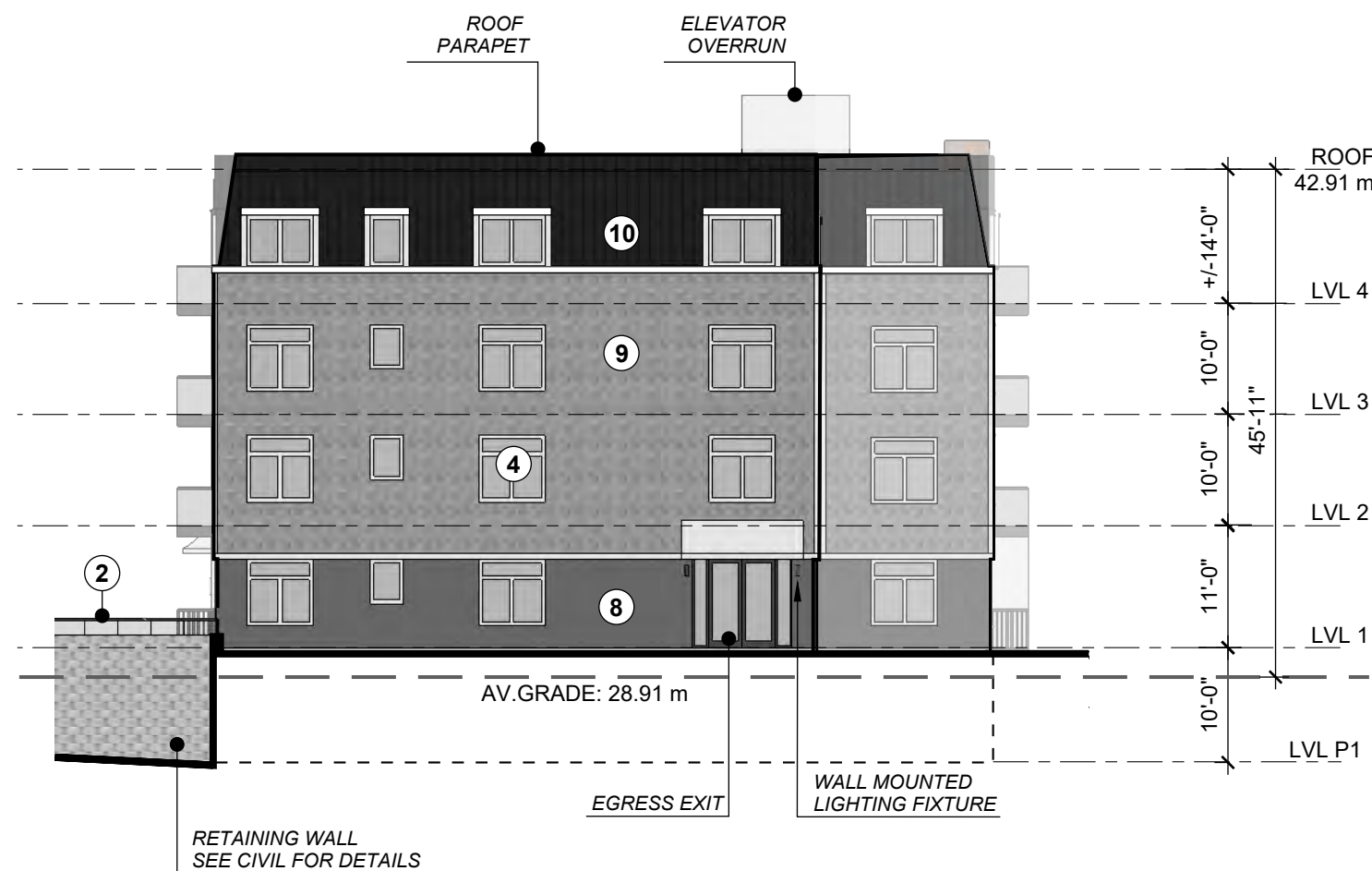
NORTH ELEVATION

EXTERIOR MATERIALS LEGEND	
1	METAL GUARD
2	ALUMINUM FRAMED GLASS GUARD
3	PATIO DOOR
4	PVC WINDOW
5	ALUMINUM CURTAIN WALL SYSTEM
6	MASONRY VENEER
7	PREFINISHED CLADDING TYPE I
8	PREFINISHED CLADDING TYPE II
9	PREFINISHED CLADDING TYPE III
10	METAL ROOF

NOTE:
CLADDING TO BE NON-COMBUSTIBLE, NON-VINYL TYPE.



WEST ELEVATION



EAST ELEVATION

EXTERIOR MATERIALS LEGEND	
1	METAL GUARD
2	ALUMINUM FRAMED GLASS GUARD
3	PATIO DOOR
4	PVC WINDOW
5	ALUMINUM CURTAIN WALL SYSTEM
6	MASONRY VENEER
7	PREFINISHED CLADDING TYPE I
8	PREFINISHED CLADDING TYPE II
9	PREFINISHED CLADDING TYPE III
10	METAL ROOF

NOTE:
CLADDING TO BE NON-COMBUSTIBLE, NON-VINYL TYPE.



SOUTH ELEVATION

FILE: C:\Users\Ross.Vuicker.Zareski\Projects - 2021\Projects\1-079 Mollerit Highland and Hillcrest\4_Plan\1_DWG\1_Site Plan\21-079-LANDSCAPING_PLAN-100.dwg SHEET: 1: Landscaping Plan

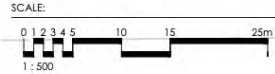


- LEGEND**
- Site Boundary
 - Adjacent Property Boundary
 - Proposed Tree
 - Proposed Shrub

- SITE SUMMARY:**
- PAN: 05394616
 - Total Land Area: 1.66 acres

- NOTES:**
- Subject to survey. Property lines and topographic features are approximate only.
 - Site subject to by-law review and regulations.

- SOURCES:**
- Property lines are from Provincial Mapping.



CLIENT
-

PROJECT
HIGHLAND AND HILLCREST ROAD
Rothesay, New Brunswick

DRAWING
LANDSCAPING PLAN

PROJECT NO. **21-066** DRAWING NUMBER
DRAWN BY: RM
ISSUED FOR REVIEW
DATE: JULY 20, 2021
100

Form 45

AFFIDAVIT OF CORPORATE EXECUTION

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

Deponent: Luke Moffett
 76 Highland Avenue
 Rothesay NB
 E2E 5N9

Office Held by Deponent: **Director**

Corporation: Bespoke Suites Inc.

Place of Execution: Rothesay, Province of New Brunswick.

Date of Execution: _____, 2022

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

DECLARED TO at Rothesay,
 in the County of Kings,)
 and Province of New Brunswick,)
 This ___ day of _____, 2022)

BEFORE ME:)

 Commissioner of Oaths)

 Luke Moffett

Form 45

AFFIDAVIT OF CORPORATE EXECUTION

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

Deponent: Sean Hall
 41 Brigadoon Terrace
 Saint John, NB
 E2K 5P5

Office Held by Deponent: **Director**

Corporation: Bespoke Suites Inc.

Place of Execution: Rothesay, Province of New Brunswick.

Date of Execution: _____, 2022

I, **Sean Hall**, 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 as the officer(s) duly authorized to execute the instrument on behalf of the corporation;
7. the signature "**Sean Hall**" subscribed to the within instrument is the signature of me and is in the proper handwriting of me, this deponent.
8. 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;
9. That the instrument was executed at the place and on the date specified above;

DECLARED TO at Rothesay,
 in the County of Kings,)
 and Province of New Brunswick,)
 This ___ day of _____, 2022)

BEFORE ME:)
)
 _____)
 Commissioner of Oaths)

 Sean Hall

Form 45

AFFIDAVIT OF CORPORATE EXECUTION

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

Deponent: MARY JANE E. BANKS

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

Office Held by Deponent: Clerk

Corporation: Rothesay

Other Officer Who Executed the Instrument: NANCY E. GRANT

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

Office Held by Other Officer Who Executed the Instrument: Mayor

Place of Execution: Rothesay, Province of New Brunswick.

Date of Execution: _____, 2022

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;
10. 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;
11. 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 Rothesay, and the signature "Mary Jane E. Banks" subscribed to the within instrument as Clerk is the signature of me and is in the proper handwriting of me, this deponent, and was hereto subscribed pursuant to resolution of the Council of the said Town to and for the uses and purposes therein expressed and contained;
12. 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;
13. That the instrument was executed at the place and on the date specified above;

DECLARED TO at town of
Rothesay, in the County of Kings,)
and Province of New Brunswick,)
This ___ day of _____, 2022)

BEFORE ME:)

Commissioner of Oaths)

MARY JANE E. BANKS




70 Hampton Road
Rothesay, NB
E2E 5L5 Canada

Rothesay Council
May 9, 2022

TO: Mayor Grant and Members of Rothesay Council

SUBMITTED BY:



John Jarvie, Town Manager

DATE: May 4, 2022

SUBJECT: Contract T-2022-001B - Asphalt Resurfacing Project

RECOMMENDATION

It is recommended that Rothesay Mayor and Council award Contract T-2022-001B: Asphalt Resurfacing Project to the low tenderer, Debly Enterprises Ltd., at the tendered price of \$2,722,944.13 (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 2022 General Fund Capital Budget includes funding for the resurfacing of asphalt streets and the construction of concrete curb and sidewalk in Rothesay as follows:

Asphalt:

- Bayley
- Beach
- Broadway
- Calistoga
- Crescent
- Crestline
- Forest
- Frances

- Holiday
- Kildare
- Seville
- Kingswood – sidewalk only
- Spruce – Curb & Sidewalk
- Iona – Curb & Sidewalk

BACKGROUND

The 2022 General Fund Capital budget included funding for asphalt resurfacing and concrete curb & sidewalk placement on the streets listed above.

TENDER RESULTS

The tender closed on May 3, 2022 and three (3) bids were submitted. All three (3) submitted bids were deemed compliant by the Tender Opening Committee. The results were as follows:

1. Debly Enterprises Ltd., Saint John, NB	\$ 2,722,944.13
3. NRB Construction Company, Saint John, NB	\$ 3,136,050.00
2. Galbraith Construction Ltd., Saint John, NB	\$ 3,148,012.88

The engineers estimate was \$2,760,425.50

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 combined 2022 General and Utility Fund Capital Budgets included a total amount of \$2,210,000 to complete this project. The funding was allocated as follows:

General Fund	street resurfacing	\$1,660,000
General Fund	curb, sidewalk	\$ 350,000
Utility Fund	pipework associated with paving	\$ 100,000
Total		\$2,210,000

The tendered project included a small piece of work along Iona Avenue that, if completed, will be funded by a private developer.

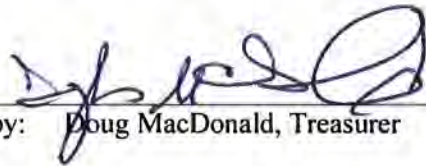
The anticipated completion cost of the tendered project is as follows:

	Total incl. HST	HST rebate	Subtotal	Diff from \$2,210,000 Budget
Consulting Fees	174,201.44	16,229.52	157,971.92	
Total Contract Cost	2,722,944.13	253,684.09	2,469,260.04	
Iona Avenue	81,707.50	7,612.29	74,095.21	
Construction Cost	2,641,236.63	246,071.38	2,395,165.25	
Subtotal	2,815,438.07	262,300.90	2,553,137.17	343,137.17

The 2022 Budget for asphalt resurfacing and curb & sidewalk placement was developed by using pricing from the 2021 asphalt resurfacing tender. Asphalt prices had not changed significantly over the past 5 years, however the current market has produced considerably higher prices for many of the items included in this tender. Staff have compared the prices in the current tender to similar prices for tendered projects in Saint John, Quispamsis and Grand Bay-Westfield and the numbers are similar. Staff recommend award of the tender with the budget shortfall to be funded from the Gas Tax Reserve.



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).




70 Hampton Road
Rothesay, NB
E2E 5L5 Canada

Rothesay Council
May 9, 2022

TO: Mayor Grant and Members of Rothesay Council

SUBMITTED BY:



John Jarvie, Town Manager

DATE: May 4, 2022

SUBJECT: Equipment Supply – Traffic Signals

RECOMMENDATION

It is recommended that Council accept the quote from Mallard Forestry Equipment in the amount of \$73,312.50 including HST, for the purchase of traffic signal poles and davit arms for the Grove Avenue/Hampton Road/Church Avenue intersection and further that the Director of Operations be authorized to issue a purchase order in that regard.

ORIGIN

The 2022 General Fund Operating Budget includes funding for a project to signalize the intersection of Hampton Road, Grove Avenue and Church Avenue including fully audible pedestrian controls.

BACKGROUND

The Works & Utilities Committee has received several requests over the years to include signalization of this intersection of Hampton Road, Grove Avenue and Church Avenue.

Englobe Corp was engaged by the Town to conduct a study of traffic at this intersection in 2021. The report included a recommendation for the installation of signals based on the safe operation of the intersection and not solely on warrant analysis.

DISCUSSION

There are currently eight signalized intersections maintained by the Rothesay Works Department: six owned by the Town and two owned by the province. All the poles have been supplied by Mallard Forestry products.

Mallard Forestry fabricated and supplied the lighting standards on the Rothesay Common and it should be noted that the poles/davit arms for this intersection will be ordered in the same heritage style and color as those lighting standards. Staff therefore recommend the pre- purchase of the poles/davit arms from Mallard Forestry products.


Once the materials arrive or a delivery date as been guaranteed, a public tender will be issued for the construction work associated with erecting the poles/davit arms.

FINANCIAL IMPLICATIONS

The analysis concludes that the delivered cost of the hardware, poles and davit arms will be \$66,482.32

The 2022 General Fund Capital Budget includes an amount of \$300,000 for the overall project.

Report Prepared by: 
Brett McLean, Director of Operations

Report Reviewed by: 
Doug MacDonald, Treasurer




70 Hampton Road
Rothesay, NB
E2E 5L5 Canada

Rothesay Council
May 9, 2022

TO: Mayor Grant and Members of Rothesay Council

SUBMITTED BY:



John Jarvie, Town Manager

DATE: May 5, 2022

SUBJECT: HVAC Purchase

RECOMMENDATION

It is recommended that Council accept the submission from Black & MacDonald for the purchase of an HVAC unit for the Public Works Facility on Master Drive in the amount of \$48,630.05 including HST and further that the Director of Operations be authorized to issue a purchase order in that regard.

ORIGIN

The 2022 General Fund Capital Budget included an amount of \$82,500 to upgrade of the mechanical system at the Master Drive Works Facility.

BACKGROUND

The Master Drive Works Facility was built in 2004. The building is currently heated with an oil-fired hot water system and cooled with a separate electric air handling system. The oil furnace, chimney and some of the associated piping have reached the end of their useful life and the stand-alone cooling system has also experiencing some age related issues. Staff have recommended, and Council included in the budget, a plan to eliminate the oil component of the heating system and replace the HVAC with a single system which runs off electricity.

The purchase of the HVAC unit is the first step in completing this mechanical system upgrade.

QUOTATIONS

Quotes were received from the qualified suppliers as follows:

Black & MacDonald	\$48,630.05
MC Ventilation	\$65,837.50
First Choice Ventilation	\$67,575.15

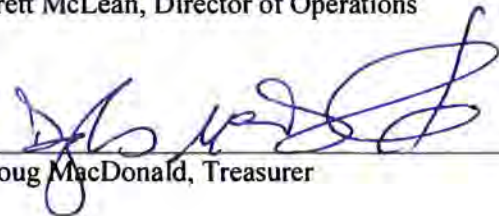
FINANCIAL IMPLICATIONS

The 2022 General Fund Capital Budget included an amount of \$82,500 for the purchase and installation of a new HVAC system. The delivered cost of this unit will be \$44,099.42 including the Town's eligible HST rebate.

Total including HST	HST rebate	Subtotal	Budget	Remaining Budget
48,630.05	4,530.62	44,099.43	82,500	38,400.57

The remaining budget will be used to install the HVAC unit and remove the oil heating components at the Master Drive Facility.

Report Prepared by: 
Brett McLean, Director of Operations

Report Reviewed by: 
Doug MacDonald, Treasurer

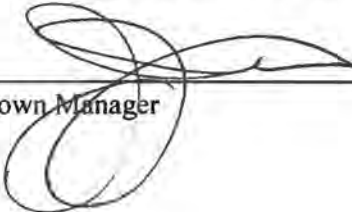


70 Hampton Road
Rothesay, NB
E2E 5L5 Canada

Rothesay Council
May 9, 2022

TO: Mayor Grant and Members of Rothesay Council

SUBMITTED BY:



John Jarvie, Town Manager

DATE: May 5, 2022

SUBJECT: Truck Purchase

RECOMMENDATION

It is recommended that Council accept the submission from Downey Ford for the purchase of an F150 XL, 8 cylinder automatic, 4x4, single cab, A/C and required safety features for the purchase price of \$56,718.00 inclusive of HST and further that the Director of Operations be authorized to issue a purchase order in that regard.

ORIGIN

The 2022 General Fund Capital Budget included an amount of \$100,000 for the purchase of two (2) half ton vehicles for the Town.

BACKGROUND

Specifications were sent to local dealers who could supply such a vehicle with a request for quotes.

Two (2) submissions were received.

Results included:

Dobson Dodge	\$65,224.73
Downey Ford	\$56,718.00

FINANCIAL IMPLICATIONS

The 2022 General Fund Capital Budget included an amount of \$100,000 for the purchase of two (2) half ton vehicles for the Town. The cost of this one (1) 2022 Ford F150 single cab vehicle will be \$51,433.85 after the HST rebate.

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).



70 Hampton Road
Rothesay, NB
E2E 5L5 Canada

Rothesay Council
May 9, 2022

TO: Mayor Grant and Members of Rothesay Council

SUBMITTED BY:



John Jarvie, Town Manager

DATE: May 9/2022

SUBJECT: Mower Purchase

RECOMMENDATION

It is recommended that Council accept the submission from Kennebecasis Land and Leisure for the purchase of a Toro Ride on Mower for the purchase price of \$21,799.00 plus HST for the Rothesay Parks Department.

ORIGIN

The 2022 General Fund Capital Budget included an amount of \$40 000 for the purchase of equipment for the Rothesay Parks Department.

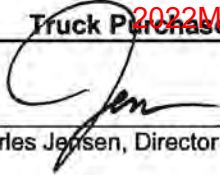
BACKGROUND


Several local suppliers were called and asked to submit quotes. Results included below:

Kennebecasis Land & Leisure(Toro)	\$21,799.00 plus HST
Loch Lomond Hardware(Cub Cadet)	\$22,599.00 plus HST
Green Diamond (John Deere)	\$27,500.00 plus HST

FINANCIAL IMPLICATIONS

The 2022 General Capital Budget included an amount of \$40 000 for the purchase of equipment for the Rothesay Parks Department. The cost of the Toro ride on mower will be approximately \$ 22,750.00 after the HST rebate. The total equipment cost is approximately \$34,050.00 (\$5,950.00 less than the aggregate budget).

Report Prepared by: 
Charles Jensen, Director of Parks and Recreation

Report Reviewed by: 
Doug MacDonald, Treasurer

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




70 Hampton Road
Rothesay, NB
E2E 5L5 Canada

Rothesay Council
May 9, 2022

TO: Mayor Grant and Members of Rothesay Council

SUBMITTED BY:



John Jarvie, Town Manager

DATE: May 9/2022

SUBJECT: Mower Purchase

RECOMMENDATION

It is recommended that Council accept the submission from Kennebecasis Land and Leisure for the purchase of a Toro walk behind mower for the purchase price of \$10,799.00 plus HST for the Rothesay Parks Department.

ORIGIN

The 2022 General Fund Capital Budget included an amount of \$40 000 for the purchase of equipment for the Rothesay Parks Department.

BACKGROUND

Several local suppliers were called and asked to submit quotes. Results included below:

Kennebecasis Land & Leisure(Toro)	\$10,799.00 plus HST
Green Diamond (John Deere)	\$13,000.00 plus HST

FINANCIAL IMPLICATIONS

The 2022 General Capital Budget included an amount of \$40 000 for the purchase of equipment for the Rothesay Parks Department. The cost of the Toro walk behind mower will be approximately \$ 11,300.00 after the HST rebate.

Report Prepared by: 

Charles Jensen, Director of Parks and Recreation

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).